

**Inver Grove Heights City Council**  
**Monday, April 13, 2020 at 7:00 p.m.**

**A G E N D A**

**NOTICE TO RESIDENTS:** If you are interested in participating on **Item 5. Public Comment or any other public hearings**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email ([rkiernan@invergroveheights.org](mailto:rkiernan@invergroveheights.org)) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan ([rkiernan@invergroveheights.com](mailto:rkiernan@invergroveheights.com)). Comments received prior to 4:00 p.m. on Monday, April 13, 2020, will be provided to the Council at or before the April 13, 2020 meeting. **To reach this meeting: Phone number 763-230-7456 Access code 996 052 160**

**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 March 9, 2020 City Council Meeting.
- ii.** Minutes from the March 17, 2020 Special City Council Meeting.
- iii.** Minutes from the March 23, 2030 City Council Meeting.
- B.** Disbursements for Period Ending April 8, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Approve Seasonal Temporary Staff Pay Plan.
- F.** Consider Awarding Contract to Crack Fill and Sealcoat Trails at Rich Valley Athletic Complex
- G.** Consider Pay Request #2 - General Sheet Metal Company, LLC for the VMCC/Grove HVAC Project.
- H.** Consider Awarding a Contract for Salem Hills Park Athletic Court Project.
- I.** Consider Contractor for Birthday Party Room Improvements.
- J.** Resolution Authorizing Application to the Transportation Advisory Board (TAB) for 2020 Regional Solicitation Grants Funds to Support Construction of an off-Street Trail Along Babcock Trail.
- K.** Approve an Agreement relating to Removal of the Existing Home on Property located at 6515 Babcock Trail.
- L.** Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.
- M.** Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Non-Disturbance Use Agreement and Permanent Drainage and Utility Easement for 6515 Babcock Trail.

- N.** Consider Resolution Receiving Bids and Awarding Contract for the 2020 Pavement Management Program, City Project 2020-09A – Crack seal.
- O.** Consider Resolution Receiving Bids and Awarding Contract for the 2020 Pavement Management Program, City Project 2020-09B – Sealcoat.
- P.** Accept Proposal for Professional Service for Preparation of a Risk and Resilience Assessment and an Emergency Response Plan for the City Water System.
- Q.** Consider Resolution Extending Emergency Declaration to May 31, 2020.
- R.** Approve Medical Director Service for Police Department.
- S.** Resolution Authorizing the Use of Electronic Signatures.
- T.** Resolution Authorizing 2019 Transfers and Fund Closings.
- U.** Consider Contractor for Grove Concession Stand Modifications.

**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**

**8. Executive Session**

**9. Mayor and Council Comments**

**10. Adjourn**

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc. Please contact Rebecca Kiernan, City Clerk, at 651.450.2513 or [rkiernan@invergroveheights.org](mailto:rkiernan@invergroveheights.org).

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, MARCH 9, 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, March 9, 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, Assistant City Attorney McCauley Nason, City Engineer Kaldunski, Community Development Director Rand, Parks and Recreation Director Carlson, Assistant City Engineer Dodge, and City Clerk Kiernan.

Mayor Tourville stated the City has been contacted with questions about COVID-19 and if there have been any discussion surrounding this. The City is making plans around the State, County, and Federal guidelines. A plan is being put together and they are updating past plans for situations around the workforce and City employees. He stated people need to do the same things they would do for prevention of the flu: wash hands, if you are sick don't go to work, don't go out into the public, take care of yourself, and if you need to be checked go in. The City is working on things that need to be put in place for citizen's and businesses. More information will be coming out online and in an issue of Insights.

**3. PRESENTATIONS:**

There were no presentations.

**4. CONSENT AGENDA:**

- A. i.** Minutes from the February 24, 2020 Council Meeting.
- B.** Disbursements for Period Ending March 4, 2020. **Resolution 2020-44.**
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Approve **Resolution 2020-45** supporting Infrastructure Accountability.
- F.** Approve 2020 - 2024 Strategic Plan.
- G.** Consider a Resolution Receiving Feasibility Report for City Project No. 2016-19 - 65th Street Construction (between T.H. 3 and Babcock Trail). **Item Tabled until July 13, 2020.**
- H.** Consider **Resolution 2020-46** Approving Final Plans and Specifications and Authorizing Advertisement for Bids for the 2020 Pavement Management Program, City Project No. 201909F - Carter Path and Carter Court Mill and Overlay.
- I.** Receive February 11, 2020 Letter from Dakota County Regarding CSAH 26 (70th Street) Sound Walls on City Project Nos. 2015-08, 2016-04, 2016-05 and Approval of City Input/Voting Consideration. **Resolution 2020-47.**
- J.** Consider Approval of South Valley Park Master Plan.

Mayor Tourville stated Agenda Item 4G will be pulled from the Consent Agenda for a short presentation.

Councilmember Dietrich requested pulling Agenda Item 4J.

**Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4G and 4J.****Ayes: 5****Nays: 0      Motion carried.****Agenda Item 4G. Consider a Resolution Receiving Feasibility Report for City Project No. 2016-19 - 65<sup>th</sup> Street Construction (between T.H. 3 and Babcock Trail). Item Tabled until July 13, 2020.**

City Engineer Tom Kaldunski stated this is the feasibility study for the project and is not being advanced to hearings or a process to build the road. The focus would be to have a guiding document to help guide in discussions with possible development.

Brad Reifsteck, Project Manager, WSB & Associates, gave a presentation for the 65<sup>th</sup> Street improvements between Babcock Trail and Trunk Highway 3. He stated a lot of what preceded this study came out of the Northwest Area Collector Street Study that was completed in 2012 by WSB, the City, County, and other agencies. The portion under discussion is the 65<sup>th</sup> Street area east of Trunk Highway 3 between Babcock Trail and Trunk Highway 3. He stated 65<sup>th</sup> Street was built west of Trunk Highway 3 to the west end of Blackstone Ridge. This study looks at future 65<sup>th</sup> Street east of Trunk Highway 3 to Babcock Trail. The study looked at ways to phase the project as developments come in with the following four alternatives:

- Option A (Red line, Main alternative): Follows common parcel lines just east of the development next to Arlene Avenue, then dips down between wetlands and connects to existing 65<sup>th</sup> Street.
- Option B (Yellow line): Starts on the same alignment as Option A on the west end at Trunk Highway 3, dips down, proceeds east, and joins closely with Option A, taking a northeast alignment up to an existing driveway.

He stated these are just ideas to make connections to Babcock Trail based off a transportation study and design criteria.

- Option C: Follows Option A and goes north, follows alignment north of the property parcels and dips down sharply to get back onto the intersection. The northern route was predicted in trying to determine what development may go into the area.
- Option D: Follows Option A and connects to Babcock Trail. This is the minimum distance the County will allow to add another intersection with the proximity to 65<sup>th</sup> Street.

Mr. Reifsteck stated the recommended option is depicted as the dashed pink line on the map which is a combination of Option B starting on the west end until it intersects with Option A and follows that option to 65<sup>th</sup> Street. The recommended Option is B plus A.

He discussed the cross section which is similar to one that was built west of Trunk Highway 3 and came out of the Northwest Collector Street Study. It consists of two 14 foot dedicated thru lanes with a 14-foot two way turn lane in the center. There is a trail on the north side of 65<sup>th</sup> Street and a 100 foot right of way for the corridor.

He stated the project cost is roughly over \$11,123,124 dollars. The City will dedicate the alignment as a potential State Aid route. State Aid Funds would be used along with Stormwater Improvement Funds, Special Assessments, and the remainder being filled with either Municipal Funds or Bonds.

Mr. Reifsteck listed the following project schedule:

- Began in 2016.
- Authorized at the September City Council meeting.
- A neighborhood meeting was held in February.



- The draft feasibility report is being presented this evening, March 9, 2020, with a possible Public Hearing scheduled at a later time. The project would be development driven.

Councilmember Piekarski Krech asked how things stood currently with the development. City Engineer Kaldunski responded there have been numerous proposals over the past three or four years, but none were submitted for building. Councilmember Piekarski Krech commented people are questioning the rationale of the 65<sup>th</sup> Street connection to Arlene. Mr. Reifsteck responded the Northwest Collector Street Study had several accesses identified on the corridor, one of which was Arlene. He commented he thought engineering would recommend connecting Arlene Avenue to 65<sup>th</sup> Street.

Mayor Tourville stated the questions being asked were when this would take place, about Arlene Avenue, and that assessments and costs were concerns. He commented there are some large parcels that he didn't think would be willing to sell their rights to a developer. He stated it is projected to be built in 2021, but without a developer or a development, this would not be built that soon. He stated the Public Hearing is tentatively scheduled for April. City Engineer Kaldunski stated that was a decision that needed to be made this evening.

Councilmember Bartholomew asked what the rationale was to be at this point without development. He asked if the feasibility study would have merit 24 months down the road when a developer comes forward. City Engineer Kaldunski responded they are at this point because people interested in development were talking with the City a few years ago. Those discussions began the process of studying the corridor. As it was reviewed, it found the topography has its challenges and determined that it was best to complete the report to have as a guiding document. This allows developers to have a good idea of what the City is contemplating down the road. The feasibility study does not cover what they would do about sanitary sewer and water main because it is not expected along this corridor. He stated discussions about sewer and water were had in 2017 when the corridor was run through Harmon Park from 63<sup>rd</sup> over to Highway 3. This was looked at as a possible corridor but heard from residents and the response was no, so it was put in this other location. He stated there are other decisions about utilities that would have to come forward at a future date. There has been some discussion about an individual wanting to have a development near 65<sup>th</sup> Street and Babcock, but there has not been a solid proposal at this time.

Councilmember Bartholomew commented that the study was ordered in 2016, it is now 2020, and asked about the four years that took place in between. He asked when the feasibility study began. City Engineer Kaldunski responded they begun working on it in winter 2016. City Administrator Lynch stated there were three things taking place at the same time as follows:

1. There were proposals for development at the intersection of 70<sup>th</sup> and Robert Street with the possibility of townhomes, single family, or apartments. With that were discussions and plans on roads and utility extensions.
2. There is a property owner to the north concerned about the alignment, costs, and assessments which resulted in continued discussions.
3. There is another property owner on the east end who is trying to plan what is best to do with that property. This also entails discussions and plans so they can get the most developable property possible.

He stated the combination of those, plus the planning, led to the lengthy time.

Councilmember Piekarski Krech asked if it was correct that they have utilities all along Babcock to 70<sup>th</sup>. She asked about sewer. City Engineer Kaldunski responded there is a water main along Babcock. There are portions along Babcock that have sewer into the Salem Hills neighborhood, up to 63<sup>rd</sup> there is sanitary sewer. Councilmember Piekarski Krech commented from 65<sup>th</sup> Street to 80<sup>th</sup> Street, the west side of Babcock has no sewer. City Engineer Kaldunski responded that was correct.

Mayor Tourville stated a feasibility was done to show possible developers where an arterial road could potentially go. Most of the process occurred on the west side of Robert Street due to the availability of utilities.

Councilmember Bartholomew stated he was concerned with the slow rollout from 2016 to now. He asked when someone comes up to do development, do they have to reinvent the wheel. City Engineer Kaldunski responded it would just have updated costs.

Councilmember Piekarski Krech stated her concern was the utility issue and asked if utilities would be running from different areas. She asked what the plan was for the remainder and if it made sense to do it in some of those areas because Harmon Park is in the area. She asked about the possible commercial area that was being discussed. City Engineer Kaldunski responded they were discussing building a facility for people to come to, such as a Veteran's Rehabilitation facility to help them get back out into society. He responded from a utility perspective, stating that sanitary sewer is a plan that says the whole area would be serviced from the sanitary sewer down near the Holiday Gas Station by the new roundabout on 70<sup>th</sup> Street which is the furthest it goes. It can service what was known as Hannah Meadows and service the property across owned by possibly Falcon properties. Those parcels could do something quicker than anywhere else. They could have a water main loop to get water service to the interior lands. He stated they have plans that show how they would accomplish that. Councilmember Piekarski Krech stated given the topography of the area, if it didn't make more sense to know if things could be done and where. City Engineer Kaldunski responded the Comprehensive Plans show this. Councilmember Piekarski Krech asked if those plans need to be coordinated together.

Mayor Tourville stated people would be very upset because this has been in the works since 2016 and they are just learning about this. If a developer comes in and sees the layout, they will have to decide whether they wanted to move forward or not. He stated they are trying to plan and get input so they can do the best project possible.

Andy Hansen, 6750 Arlene Avenue, stated the neighborhood is opposed to the extension idea of running Arlene Avenue between 65<sup>th</sup> Street and 70<sup>th</sup> Street and listed the following reasons why:

- It would be an extremely short street. Unsure of the purpose it would serve.
- Any east and west traffic, either on 70<sup>th</sup> Street or 65<sup>th</sup> Street, would not make a right or left turn onto Arlene Avenue to continue the east/west journey.
- That extension would have limitations with the Golf Course being south.
- Harmon Park on the north side would also be a limiting factor.
- Does not believe this to be a wise use of money.
- Would destroy the character of the neighborhood.
- They do not see the extension as progress. Would draw a lot of traffic to their neighborhood.
- It would destroy the usefulness of the privately owned lot at the end of the cul de sac.

He stated that numerous people on their avenue have not been notified of the activities associated with this. He commented that everyone on the street should be notified about activities associated with this. Mayor Tourville responded this was not a Public Hearing. One would be held in the future.

Bill Nichols, 6302 Robert Trail South, stated this project has been going on for a few years and was concerned because he was brought on quickly in the last month for what he considered the wrong reasons. He stated there are only five large property owners along the project and that it needs to occur in an order. One of the property owners would not be able to speak on their own behalf because they are away long term. He stated the design being presented is disastrous, they are trying to bring the low point of his land up 40 feet and the high point down 30 feet.

He displayed a map of the area stating he attended the public meeting and didn't understand what was being proposed. There are 150-year-old Oak trees located along one stretch. He stated the Allen Way intersection was a concern. He displayed a map of the Natural Resource Inventory that was taken in 2004 of the 3,000 acres in the northwest quadrant and stated the dark blue section is #1 managed with Natural Oaks Savannah Groves. The road would go straight through the middle of those. He commented there could be a removal of 200 Oak trees at the top of his land.

Mr. Nichols stated the Park and Recreation Commission is using the exact trail, which is greenway, through the Oaks. He stated the deer, people walking and on bikes, cannot run into the 30-foot block walls being created. He stated he wanted to make sure the Council wasn't passing a document that is a living document that could be changed and move the roads down and around to an area that isn't a #1 managed resource. He stated the Council is welcome to come out and walk the trails anytime.

Councilmember Piekarski Krech asked if it was true that they were going through the Oak trees, if it is, she is not in agreement.

Charlie Fee stated his parents bought the Sandkamp place and seem to be getting mixed messages. Looking at the current Resolution, he wanted to make sure if, between South Robert and Babcock is developed, if it was just the developer that is assessed when applying for the PUD or if it would affect Mr. Nichols land and his parents land at a time when they are not ready to develop. Mayor Tourville responded it would not be assessed blocks away if there was no benefit. Councilmember Piekarski Krech stated if someone in the middle wanted to develop, the entrance would have to come from somewhere. She stated the question would be if someone in the middle would be able to decide that. It has not been done previously. City Engineer Kaldunski responded those were some of the reasons why they were not advancing to a Hearing or the 429 Process at this time.

Tom Fee, Archer Trail, stated he purchased the property from the Sandkamps one year ago and has had several discussions with the City regarding it. The area consists of 25 acres and 1,200 square feet of impermeable surface considered as the existing home. He stated they were going to do 18,000 square feet of road and impermeable surface on the north side. They have 6,000 square feet of additional impermeable surface on the 25 acres. He stated they started the application process in October of last year and have had a series of delays and requirements. He stated they did receive a Custom Grading Permit. They have said they desire one home on the property with well and septic. There is not a need to bring sewer and water up. They have no want or need to develop from that side or have sewer and water brought in on the southern edge of the property, which is open for discussion to see what is in the best interest of everyone. He stated all they want is to put up a home and it has been six months of delay and dealing with things that shouldn't be a factor. He commented that it feels like there is a rush to get this done when they don't have an opportunity to build a home.

City Engineer Kaldunski stated there has been numerous meetings with the Fee's and are working through the standard process used for Custom Grading Agreements. The process is the same as every other Custom Grading Agreement the Council has seen to date. Councilmember Piekarski Krech asked why it was so complicated. Mr. Fee stated they want to place the home in the hayfield. City Engineer Kaldunski responded he thought they were close to having the terms and agreements worked out for this meeting but didn't get there. Councilmember Piekarski Krech asked why it has been so complicated, why an Agreement is needed, and what's changing on the property. City Engineer Kaldunski responded they are putting in a long driveway, grading around a new house in a field, and have the wetlands that are a part of stormwater management. The Custom Grading Agreement has those protected and is the last item being worked on.

Mayor Tourville stated this topic would be on an Agenda in the future and legally discussed. Mr. Tom Fee responded they got their point across at this time. He stated there are three different groups interested in the property and they all have not had the chance to get together to discuss possibilities.

Councilmember Bartholomew stated he cannot support this feasibility study because he believes it is deficient. He commented they have heard from a landowner who showed major roadblocks in the study that haven't been addressed. He stated he would not support the feasibility study the way it currently is and would not vote yes for it.

Mayor Tourville stated they are not ready to have a Public Hearing on April 27<sup>th</sup> for this project. There is a need to have further discussions with neighborhoods and individual large landowners.

Councilmember Piekarski Krech stated she was concerned about the Oak trees and wanted to see where they were located.

### **Motion by Bartholomew to not accept the Resolution.**

City Administrator Lynch stated Staff recommends not doing that, but to table it to a date certain. Mayor Tourville asked what date as he didn't have a date in mind. He stated there is a lot of discussion to be had and asked what date would be suggested. City Administrator Lynch responded the report is for feasibility, it doesn't determine the constructability or the assessments, it is only the thought that building a road from South Robert to Babcock is a good idea and to move forward. The parameters are set where the easement will be, the amount of right of way needed, and sets expectations for landowners and developers about what is needed. He stated his advice would be to set it at a date certain. Not accepting it would result in starting the process over. It allows the process to continue, keep it in order, respond to the Council's questions, and come back at a future date with a response. He stated that not accepting the feasibility is denying it.

Councilmember Bartholomew stated the reason for not accepting it was that he does not believe proper diligence was given to some critical areas. He commented that looking at photos of some of the Oak trees, it is a big deviation to go straight across Phase 1. Option 2, 3, and 4, are on Babcock and not on Robert. He stated the alignment seems like it would have to go through the Oak trees, which he doesn't believe has been considered in this feasibility study.

Councilmember Bartholomew stated if a date is needed, he could make a Motion that this be looked at 90 days from now, if it hasn't repaired itself, he felt this was at a no start. He stated he was for the development, but there has to be a way to make this work and have agreement with the property owners for the right alignment. He questioned if it should be 90 days or 120 days. City Engineer Kaldunski responded the longer length of time would be better.

### **Motion by Bartholomew second by Piekarski Krech by to table Agenda Item 4G. Consider a Resolution Receiving Feasibility Report for City Project No. 2016-19 - 65<sup>th</sup> Street Construction (between T.H. 3 and Babcock Trail), for 120 days from today's date. Item Tabled until July 13, 2020.**

Councilmember Piekarski Krech stated she understood the need to have a road and the plan that 65<sup>th</sup> Street goes through. She questioned if it hasn't been considered the original things that were studied when it was said to develop the northwest area. She questioned what the hours were spent looking into, what the studies and water plans were for. Mayor Tourville stated they need to have a connect between Robert Street and Babcock, there are intersections and dotted lines. He stated 120 days is the first week of July and suggested Monday, July 13<sup>th</sup>. Councilmembers Bartholomew and Piekarski Krech agreed to the date.

Councilmember Dietrich stated she has not been a part of the conversations that took place with staff. She requested receiving the information as things progress, to see that this moves toward a resolution.

Mayor Tourville stated the issues that need to be investigated further would be the Oaks Grove, the trails, and the intersection connection with Arlene. Individual neighborhood meetings need to be held with the new owners of the large piece of property and those existing. He asked City Engineer Kaldunski if he would be the point person for the project on 65<sup>th</sup> Street. City Engineer Kaldunski responded yes. He stated that many individuals have had the chance to comment and will have further discussions with them. Mayor Tourville stated when it comes to a Public Hearing, everyone affected would receive notice.

**Ayes: 5**

**Nays: 0      Motion carried.**

**Agenda Item 4J. Consider Approval of South Valley Park Master Plan.**

Councilmember Dietrich wanted clarification from the Parks and Recreation Director and asked how the City vets the Consultants that are hired. Parks and Recreation Director Eric Carlson responded the City has a pool of Consultants they can pick from to do different projects. HKGi was used for this project. Councilmember Dietrich asked when other Consultants are considered to be added to the pool. Parks and Recreation Director Carlson responded from a parks and recreation perspective, they have used WSB and HKGi for park projects.

Councilmember Dietrich referenced the proposed parking lot change at South Valley which is an increase in parking. She questioned how much money would be used from the city paving budget. Parks and Recreation Director Carlson responded the parking lot estimate was approximately \$75,000. Councilmember Dietrich asked how many miles of streets that would equate to and requested the information if he was unaware of the answer.

Councilmember Dietrich asked how many meetings were held. Parks and Recreation Director Carlson responded they had a series of public meetings over the last couple of years. The most recent meeting took place in January at the Community Center with approximately 15 people in attendance including members of the Parks Commission. She asked if there was a dollar amount the City was committed to if this proposal was approved. Parks and Recreation Director Carlson responded at this point there was no dollar amount, this only approves a Master Plan. The Master Plan can change based on the Parks Commissions and Councils desire.

Councilmember Dietrich asked about the dollar amount was known, and the process. Parks and Recreation Director Carlson responded the Commission is looking at a Grant Agreement at their Wednesday meeting and would bring it before the City Council at the last meeting in March. Depending on the results of the Grant, they would consider moving forward with a project after further discussion with the Commission and Council before approval.

Councilmember Dietrich commented that City dollars at South Valley Park would come from Fund 444. She asked if that was for park replacement only. Parks and Recreation Director Carlson responded he did not know exact funding sources yet but expected some funding to come out of Fund 444, the Pavement Management Fund, and some coming from utility funds. He stated further details have not been discussed yet. Councilmember Dietrich asked if any of the funds would come from Fund 402, the Park Dedication Fund. Parks and Recreation Director Carlson responded he doesn't see any money coming from Fund 402, this is replacing existing infrastructure, not building first time new infrastructure.

**Motion by Perry second by Piekarski Krech to approve Agenda Item 4J. Consider Approval of South Valley Park Master Plan.****Ayes: 5****Nays: 0      Motion carried.****5. PUBLIC COMMENT:**

Matthew Petersen, 7205 Archer Trail, Blackstone Vista development, stated other neighbors are present with their children. He wanted to discuss the need for a park in the northwest area of the City. Homes in the developments in the area are increasing. He stated that Blackstone Vista has 116 homes with construction on some to be completed in the summer. He guessed there to be approximately 150 kids in those homes, not including the other developments in the area. He stated the nearest park is over two miles away and wanted to discuss the possibility of getting a park added to the area.

He stated the desire for a public park in the area is unanimous among their neighbors. He encouraged the Council to push forward plans to design, collect bids, and begin construction of a public play space. He stated it was their understanding that the developers of the newer construction have the option to pay or develop a park themselves. The developers of the three developments have chosen to pay rather than develop their own park creating a budget of \$1.38 million dollars dedicated for this specific cause. He stated the long-term plan proposes four new parks over the next several years. They have yet to see concrete actions. He stated the dollar amount isn't nearly enough to create multiple parks throughout the City.

Mr. Petersen stated the biggest concern is that the approval, design, and construction could take several years. The 2020 plan was created 12 years ago and are concerned that many of the children will be well past the age to use those parks. They want a place now for young kids and worry that land availability will become scarce. He stated their goal is to have a location selected within the next several months, hopefully by the end of the year. It can be designed and developed over the winter and completed in the summer of 2021 or 2022. He suggested looking into the publicly owned land located at the corner of Argenta Court and Archer Avenue. It's a triangle of land about an acre in size. City Administrator Lynch stated it is private property. Mr. Petersen stated that parcel was mentioned as an option by Parks and Recreation Director Eric Carlson. He stated that location would have been great, but any location accessible for the three communities would be great. He stated that land has trails that are accessible to all three neighborhoods. He stated that there are 122 homes in Settler's Ridge, 111 in Argenta Hills, and 116 in Blackstone Vista, there could be over 300 children within the next few years.

Lily, eight years old, stated she lives in Blackstone Vista and listed the following reasons why she would like a park:

- She could walk to it and use the car less, which is better for the environment.
- She can get fresh air, more time outside, and less screen time.
- She loves nature, it's good exercise to be outside.
- She can make friends and get to know her neighbors. Knowing neighbors makes for a safer neighborhood.

**6. PUBLIC HEARING:**

**A. Public Hearing to Consider Resolution Adopting the Assessments for 2019 Nuisance Abatement Program. Resolution 2020-48.**

Community Development Director Heather Rand stated this Public Hearing is to consider a Resolution to adopt the assessment for the 2019 Nuisance Abatement Program. In 2019, various properties were notified that their properties were out of compliance. Those include long grass, refuse, or brush sitting out. She stated the Code Compliance Officer has conversations with them, or sends letters asking that they come into compliance and correct the nuisance. If they do not, they are sent notice and the City corrects the problem and sends them a bill. She stated sometimes payment is not received by the City, resulting in additional notices being sent out requesting payment. She stated the request is for the City Council to give consideration after a Public Hearing to authorize a special assessment or levy, for the cost to be collected and placed on the property tax roll.

She stated this year there are six properties they are requesting the special assessment for. The addresses and amounts are included in the Council packets. If approved tonight they would still send out another request for payment. The total dollar value for all six properties is just over \$2,000. She stated Staff recommends approval.

**Motion by Piekarski Krech second by Perry to close the Public Hearing at 8:13PM.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Piekarski Krech second by Perry to approve the Public Hearing to Consider Resolution Adopting the Assessments for 2019 Nuisance Abatement Program. Resolution 2020-48.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. Public Hearing to Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Approval Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Resolution 2020-49.**

Assistant City Engineer Steve Dodge stated this Public Hearing is for the project located in the area of Cahill Avenue from Concord Boulevard down to Inver Grove Trail. This includes Cafferty Court and a section of Old Concord Boulevard that was built at the same time Cahill was extended. He stated the project consists of mill and overlay, and spot curb replacement. Project costs are:

|                |           |
|----------------|-----------|
| Street:        | \$750,025 |
| Storm:         | \$112,586 |
| Water & Sewer: | \$88,456  |
| Total:         | \$951,067 |

Total Project Funding would come from the Pavement Management Fund, Assessments, and the Water and Sewer Fund.

He stated the special assessments were evaluated by an Independent Appraiser. The assessment cap was set at \$1.00 per square foot for the commercial properties along the corridor. The policy proposed assessments are from .6 cents to .52 cents a square foot for a total of assessed properties of \$394,398. This would be a five-year term.

He stated the general project schedule is being adjusted for this project because there were some geotechnical guidance and some correction areas that may need to be done. For that reason, until they get into construction, they would find out the extent of the correction area, which wouldn't be over 10% of what they are evaluating.

Assistant City Engineer Dodge stated the project schedule was adjusted to make sure the project is first constructed, then hold the assessments after the project to see if there are cost savings and benefits of which the assessments could benefit from.

Councilmember Piekarski Krech commented the project could cost them less but would not cost more. Assistant City Engineer Dodge responded they have already evaluated the project and put in contingencies to account for any risk management. He stated the bid opening would take place in one month, they hope to receive bids in April, and begin construction in May. The Assessment Hearing would not take place until October. He listed the following recommendations:

- Hold Public Hearing
- Adopt Resolution to Order Project 2019-09C, Cahill Mill and Overlay
- Approve Plans and Specifications
- Authorize Bidding

Councilmember Bartholomew asked about the assessments and the lower amount of .56 cents. Assistant City Engineer Dodge responded there is a range of square foot calculation, commercial properties are assessed per front footage. The shape of the parcel may be wider, longer, or unusual, the Independent Appraiser gives an analysis based on square foot. He stated a similar calculation is done of the total assessment per parcel, and each individual parcel. The range is from .6 cents to .52 cents depending on their parcel and front footage.

City Administrator Lynch stated they could assess up to \$1.00 per square foot but are only assessing .52 cents per square foot. Assistant City Engineer Dodge agreed.

**Motion by Piekarski Krech second by Perry to close the Public Hearing at 8:22PM.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Piekarski Krech second by Perry to approve the Public Hearing to Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Approval Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Resolution 2020-49.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Mayor Tourville requested the schedule be sent to the Council via an email.

## **7. REGULAR AGENDA:**

### **COMMUNITY DEVELOPMENT:**

**A. Outfront Media, LLC - Case No. 20-01ZA; Consider the Third Reading of an Ordinance Amendment to expand the geographic area of the Dynamic Display Billboard Overlay District and an Ordinance Amendment to rezone the property to include the Dynamic Billboard Overlay District. Ordinance #1379.**



Community Development Director Rand stated this is the Third Reading of the proposed change. The first reading took place on February 10, the second on February 24. There is a companion Ordinance Amendment that is related. A map of the area was displayed, and she stated with the Ordinance Amendment there are two billboard areas, one by Highway 52, and the one being proposed. The request is taking the existing and adding the capacity to make it a dynamic display. The current billboard is already lit up. She stated there is a companion Ordinance Amendment to approve the rezoning of the area to include it into the overlay district.

She stated there has been a small modification since the last reading. She stated Councilmember Piekarski Krech pointed out language in Ordinance Section 5 that has been clarified by City Attorney Kuntz. She stated the request is to add another geographic area to change the existing billboard and make it dynamic. Staff recommends the change. She stated there are members from the billboard ownership present in the audience. There is one email communication from a resident who expressed concern about dynamic billboards in general.

**Motion by Piekarski Krech second by Perry to accept the email from Mary T’Kach dated March 8, 2020.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Mayor Tourville stated there have been updates to the language and asked if there were any problems. John Bodger from Outfront Media responded the changes were acceptable.

**Motion by Bartholomew second by Perry to approve Outfront Media, LLC - Case No. 20-01ZA; Consider the Third Reading of an Ordinance Amendment to expand the geographic area of the Dynamic Display Billboard Overlay District and an Ordinance Amendment to rezone the property to include the Dynamic Billboard Overlay District. Ordinance #1379.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **8. EXECUTIVE SESSION:**

City Administrator Lynch stated in making the transition, Assistant City Attorney Bridget McCauley Nason will now be representing the City as the City Attorney. He stated that City Attorney Kuntz is still dealing with all of the development agreements, easement, and right of way acquisitions. He stated that on a day to day basis Bridget would answer questions about any of the activities going on with the City.

**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.**

Assistant City Attorney Bridget McCauley Nason stated the Council is being asked to go into an Executive Closed-Door Session to discuss matters pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the Attorney-client privilege for discussion with the Attorney’s representing the City relating to the pending litigation matter of the City of Inver Grove Heights versus GS Truck & Trailer Repair LLC and GS Transport Express LLC, Dakota County District Court File No. 19HA-CV-18-2111.

**9. MAYOR AND COUNCIL COMMENTS:**

**10. ADJOURN:**

**The meeting adjourned at 8:31 p.m.**

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING**  
**TUESDAY, MARCH 17, 2020**  
6:00 P.M.

Mayor Tourville called a telephonic meeting of the City Council to Order at 6:00 p.m.

Present: Mayor George Tourville, Council: Rosemary Piekarski-Krech, Tom Bartholomew, Kara Perry and Brenda Dietrich. City Administrator Joe Lynch, Emergency Management Director Melissa Chiodo and City Attorney Bridget Nason

Mayor Tourville asked for a motion and vote to approve the Agenda as published. Council Member Piekarski-Krech moved to approve the Agenda as published. Perry seconded. Ayes: Tourville, Piekarski-Krech, Bartholomew, Perry and Dietrich. Nays: none

Police Chief Melissa Chiodo, acting as the emergency Management Director, gave the City Council an update on the COVID 19 situation in Dakota County and actions taken by the Mayor in making an Emergency Declaration, rolling out the city's Emergency Management Plan and taking actions to close some operations and starting the process to close others.

City Attorney Nason reviewed the reason for the emergency Declaration, the fact that the Mayoral declaration was good for three days and the need for the council to ratify that decisions as well as extend the State of Emergency for 30 days. Mayor Tourville noted that if needed the city could extend for additional periods of time.

Council Member Piekarski-Krech moved to approve the Resolution ratifying the declaration by the Mayor and extending the state of Emergency in the city of Inver Grove Heights for 30 days until April 17<sup>th</sup>. The Council would examine the need for any changes to that time period in the very near future. Perry seconded. Ayes: Tourville, Piekarski-Krech, Bartholomew, Perry and Dietrich.

Nason went on to explain the need for the Resolution to Amend City Code regarding the Personnel Policy due to the emergency. Normally it would take the city three readings of an ordinance to make changes and due to the nature of the situation at hand, it was recommended that the Council authorize the City Administrator to make modifications and be flexible with provisions in the policy at this time. Lynch pointed out some examples of situations that needed to be dealt with: Emergency Leave, Work periods and accumulation of compensatory time and use thereof during the state of emergency. Council Member Dietrich moved to approve the Amendment to the City Code as specified in the Resolution. Perry seconded. Ayes: Tourville, Piekarski-Krech, Bartholomew, Perry and Dietrich. Ayes: none

Piekarski-Krech moved to Adjourn the telephonic meeting. Perry seconded. Ayes: Tourville, Piekarski-Krech, Bartholomew, perry and Dietrich. Nays: none.

Recorded by City Administrator Lynch.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, MARCH 23, 2020 - 7:00 P.M. - 8150 BARBARA AVENUE.**

**\*\*Audio Only\*\***

**1. CALL TO ORDER:**

The City Council of Inver Grove Heights met in regular session on Monday, March 23, 2020, via teleconference. The Pledge of Allegiance was recited. Mayor Tourville called the meeting to order at 7:00 p.m.

**2. ROLL CALL:**

Present via teleconference were: Mayor Tourville, Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney McCauley Nason, Public Works Director Thureen, Technology Director Gade, Assistant City Engineer Dodge, and City Clerk Kiernan.

**3. PRESENTATIONS:**

There were no presentations.

**4. CONSENT AGENDA:**

- A. i.** Minutes from the February 24, 2020 Special Town Hall Session.
- A. ii.** Minutes from the March 2, 2020 City Council Work Session.
- B.** Disbursements for Period Ending March 17, 2020. **Resolution 2020-52.**
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Adopt **Resolution 2020-53** Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code.
- F.** Consider **Resolution 2020-54** Supporting MN DNR Outdoor Recreation Grant for South Valley Park Improvements.
- G.** Consider Approval of Agreement with HKGI for Comprehensive Park, Recreation, Trail and Facility Plan Assistance.
- H.** Adopt Temporary Staff Pay Plan.
- I.** Adopt 2020 Communications Plan.
- J.** Call Special Meetings on March 30th and April 20th.
- K.** **Resolution 2020-55** Authorizing Carryover of Unused Budget Appropriations.
- L.** Consider a **Resolution 2020-56** approving a Conditional Use Permit Amendment for a contractor's yard with outdoor storage for property located at 6265 Carmen Avenue (Innovative Basement Authority - Case No. 20-06CA).
- M.** Consider a **Resolution 2020-57** Approving a Small Wireless Facility Collocation Agreement with Cellco Partnership dba Verizon Wireless.
- N.** Consider a **Resolution 2020-58** Receiving Bids and Awarding Contract for the Public Works Maintenance Facility and Cold Storage Buildings Roof Replacement.
- O.** Consider a **Resolution 2020-59** Approving MnDOT Access Agreement and MnDOT Limited Use Permit for City Project No. 2016-09G - 60th Street, 62nd Street and Bacon Avenue Improvements.
- P.** Consider a **Resolution 2020-60** approving grant of easement to Flint Hills Resources Pine Bend, LLC over portion of Outlot A, Southern Lakes 4th Addition and Outlot A, Southern Lakes 5th Addition for pipeline purposes.
- Q.** **Resolution 2020-61** Receiving Feasibility Report and Scheduling a Public Hearing for the 2016 Improvement Program, City Project No. 2015-08 - 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 - Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-

04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail.

Councilmember Piekarski Krech requested pulling Agenda Item 4K.

Councilmember Bartholomew requested pulling Agenda Item 4H.

Councilmember Dietrich requested pulling Agenda Item 4J.

**Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4H, 4J, and 4K.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Agenda Item 4H. Adopt Temporary Staff Pay Plan.**

Councilmember Bartholomew asked how this compares to the 2019 pay plan and requested that information be sent out to the Council. He stated he was hesitant putting it off for another week but would like to be able to compare the two. City Administrator Joe Lynch responded this was consistent with the cities intent to have a classification compensation plan for all employees including part time and seasonal. Past practice was to use a cost of living adjustment year over year. This method measures themselves in a market the Council has already determined, cities within Dakota County, and a different group to see how positions compared in keeping with the market. This is similar to the compensation plan they have with full time employees. He stated he would get the Council the information requested through Park and Recreation Director Eric Carlson.

Councilmember Bartholomew stated his concern was that some are pretty high, such as a Fitness Instructor at the top with \$35.00 per hour. He wanted to know where things currently stood, how much of an increase this would be, and how people were put within the bands. He suggested putting this item off until further information is received. He requested the methodology for how they would be placed into each band and where they would stand in the set, such as how they get from 1-10.

Councilmember Bartholomew asked if the Council would approve where people fall within the categories. City Administrator Lynch responded it is discretionary for part time and seasonal employees. Department heads and the City Administrator confer on this. He stated it also depends on skill, experience, and the market. For example, a couple of months ago there was a group that was not happy that one of the Fitness Instructors was moving on from the City because they couldn't get the pay here that they could working at another location. He stated the response to that is they try to pay near market while making programs affordable. He stated there is not a deadline for this to be approved, they were just trying to address this in advance of hiring a large number of seasonal and part time employees as the busy season nears.

**Motion by Bartholomew second by Piekarski Krech to table Agenda Item 4H. Adopt Temporary Staff Pay Plan until the first regular meeting in April.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Agenda Item 4J. Call Special Meetings on March 30th and April 20th.**

Councilmember Dietrich requested pulling this Agenda Item since they are meeting via teleconference, which is new. She stated she is just getting parts of the conversation and at times it

cuts out. She asked that this item be tabled until the communication is set up in a different format, fine-tuned, or they are able to meet in person. City Administrator Lynch responded they are working to change the meeting format, perhaps to video. He stated there is no deadline or timeframe and the item could be postponed until there is better technology or they are able to meet in person.

Councilmember Piekarski Krech agreed with postponing the meetings due to the difficulty in meeting with the current method. Mayor Tourville stated no action needs to be taken, the meetings do not need to be set at this time. City Attorney Bridget McCauley Nason responded the meeting could be tabled or the Council could choose to take no action. Council decided to take no action at this time.

**Agenda Item 4K. Resolution 2020-55 Authorizing Carryover of Unused Budget Appropriations.**

Councilmember Piekarski Krech stated she was concerned about adding a full-time person in the Finance Department with the current situation going on. She stated she would like to hold off adding any additional full-time staff until they have a better idea of what is happening. City Administrator Lynch responded that was not a problem, and that it is not an addition of one full time staff member. He stated there was a .06 FTE position in Accounts Payable that took another position within the City. The new Finance Director coming on board can find other work and assist in cross over duties with other Finance staff. He stated they wanted to take the opportunity to utilize the 2019 carry over and raise it to a full-time position. Because there is no deadline or timeline, they can wait to see what happens to the city budgets and revenue. Councilmember Piekarski Krech stated she had no problem hiring someone to do the work currently on a temporary basis but didn't want to add a person to the 2020 budget.

Mayor Tourville stated it could be difficult to hire someone and end up sending them home due to the current situation. City Administrator Lynch stated an Intern who is an accounting student is currently performing the duty and would be finishing in May. He commented that he wondered if that could be extended for the time being in 2020. Councilmember Piekarski Krech responded that was not a problem. She commented that her concern was with putting a full-time person in the 2021 budget.

Mayor Tourville asked if the Resolution could be passed allowing the Intern to continue working as they are. City Administrator Lynch responded they could make that work. This would increase to 40 hours and still called a temporary position. He stated there would be further discussion and consideration about what they would do in 2021 and going forward.

**Motion by Piekarski Krech second by Perry to approve Agenda Item 4K. Resolution 2020-55 Authorizing Carryover of Unused Budget Appropriations. The finance person would be full time until the end of 2020, as a temporary position. This would be revisited when they discuss the 2021 budget for a full-time position.**

Councilmember Piekarski Krech stated she was concerned about adding the full-time position with the current situation, but has no problem using the money to allow this person to fulfill the job to the end of this year. Mayor Tourville asked that the City Administrator look into the appropriate wording to ensure it shows they are not hiring a brand-new full-time worker but being able to expand the 40 hours to make sure the work gets done. Councilmember Dietrich asked for clarification about the money rolling over for finance. City Administrator Lynch responded the proposal is to utilize 2019 roll over money to help with the cost of the position to go from .06 to 1 FTE on a temporary basis in 2020.

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

There were no public comments.

**6. PUBLIC HEARING: To be postponed.**

Mayor Tourville stated the Public Hearings will be opened and tabled to make sure everyone has a chance to be heard on the item.

**A. Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2016-09G - 60th Street, 62nd Street and Bacon Avenue Improvements.**

Mayor Tourville asked City Administrator Lynch if anyone was in attendance in the Council Chambers to speak on this item. City Administrator Lynch responded there was no one in attendance on this item.

City Clerk Rebecca Kiernan stated there were four call ins' today regarding Special Assessments. All were under the impression this would be tabled for a future date and would cause them to not call in.

Public Works Director Scott Thureen stated the proposal would be to open a hearing and then to continue it to a date certain. The suggested date would be the second meeting in April, on the 27<sup>th</sup>. He stated they would not know how things would play out over the next couple of weeks but could continue it further if needed. He stated they were in contact with the Contractor for the project, McNamara, to see if they would be willing to consider extending the date in which the bids would be valid. Bids were opened on February 13<sup>th</sup> and valid for 90 days. The Contractor indicated verbally that they would be willing to extend it an additional 60 days if needed. A letter stating that has not been received yet.

Public Works Director Thureen gave a brief presentation of the pavement management improvement project for reconstructing 60<sup>th</sup> Street, Bacon Avenue, and 62<sup>nd</sup> Street. He stated there are some short sections to be reconstructed along with curb, gutter, and storm sewer. The project has some challenges with one access off Babcock Trail with a long dead end. There are also revisions to existing trail from the Salem Hills Farm development out to the trail that runs along the west side of Trunk Highway 52. This would be reconfigured to serve as an access for emergency vehicles during the day, and because residents may not be able to get through. At night, things would be closed and the standard access would be used.

He stated this would be a full reconstruction, removing old bituminous pavement, curb and gutter where it exists, and putting in storm sewer system with water quality treatment. The project was ordered November 25, 2019, bids were received and opened on February 13, 2020. McNamara is the lowest bidder. Based on the low bid, the total estimated project cost is \$2,530,868. Proposed assessments for the project would be \$546,726.60. If they are going to specially assess, they need to be at least 20% of the project cost for bonding. He stated the proposed assessments are \$12,320 per lot, they are all single-family lots. That is using the cap. He commented that information meetings were held, the amount of the assessments was a concern, as well as the varying sizes of the lots. He stated there is a request to consider amending the assessment policy.

Public Works Director Thureen referenced a letter/email included in the Commission packets commenting that he spoke to the person today to confirm with them that the recommendation is to continue the Hearing. He stated he heard back from them via email objecting to the assessments. Information would be brought back before the Council on April 27<sup>th</sup>, or whatever date is determined. He stated another concern with the project include some segments of street being small and narrow due to the terrain and would result in a 24' wide street which would not allow for on street parking in

some segments. He stated staff's recommendation is to open the Hearing and continue it to April 27<sup>th</sup> at 7:00 p.m. at City Hall.

**Motion by Piekarski Krech second by Perry to continue the Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2016-09G - 60th Street, 62nd Street and Bacon Avenue Improvements to the second Council Meeting in April on the 27<sup>th</sup> at 7:00 p.m.**

Mayor Tourville suggested Public Works Director Thureen stay in touch with the low bid contractor under these circumstances. Public Works Director Thureen responded they are expecting to receive a letter from the Contractor tomorrow that indicates they would be willing to extend it an additional 60 days giving a total of 150 days from that date.

**Ayes: 5**

**Nays: 0      Motion carried.**

Public Works Director Thureen stated Staff would be sending out a letter to all property owners in the project area with information about what has taken place. They would be asking people for email addresses, so they are able to get information out quickly as things move forward.

Mayor Tourville stated in the past they have gone ahead with some projects, after the project is done, they have the Assessment Hearing. He stated two people have contacted him asking if that was the way it was going to be done. He responded to them that it was up to the Council to decide along with a recommendation.

Public Works Director Thureen stated all of them were done that way seven or eight years ago. As time has gone on with construction cost increases and assessment amounts, they are trying to be sensitive to the possibility of appeals and what that may mean towards the project advancing. He stated he has an email he would forward to the Council from the City Attorney's office with information about appeals. Depending on how many there may be, it may not make sense to advance the project because of what it may add to the cost. Having the assessment hearing first and waiting the 30 days would give them an idea of what the potential is for a lot of the assessments. Mayor Tourville stated having too many objections or appeals may result in not being able to meet the State guidelines on the Statute of 20% and could put the project in jeopardy.

**B. Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements.**

Public Works Director Thureen stated the project is for the 64<sup>th</sup> Street area, Bowman Circle, Bowman Avenue, and Upper 64<sup>th</sup> Court. There have been petitions and several conversations from last years online survey. He stated they hope to be back before the Council in May to speak about the results of the larger analysis. Based on a geotechnical analysis it is not a candidate for mill and overlay and would not need a full reconstruction. He stated this is a good candidate for full depth replacement of the pavement with minor subgrade corrections, spot curb replacement, and storm sewer work. Those should be funded out of the Stormwater Utility.

He stated the project was ordered on November 25<sup>th</sup>, 2019. Bids were received on February 13<sup>th</sup>, 2020. The low bidder is Valley Paving with an estimated total project cost of \$1,504,195 and a proposed final assessment of \$525,343. The assessment amount is approximately 55% and falls within the policy. A benefit analysis was done for the project. It came in higher than what the policy would have assessed. He stated they are assessing the amount proposed by policy, the cap was \$12,890.



These are single family properties. He stated the recommendation is to open the Hearing and continue it until April 27<sup>th</sup>, 2020. They approached the Contractor and asked if they would be willing to extend the bid for 60 days. A letter was provided indicating that. They have 150 days from February 13<sup>th</sup>, 2020.

He stated some of the primary topics received was why they assess, why they don't add the cost to property taxes, how to determine value of the property and how that effects the tax payment, if it is not paid up front, and comparisons to earlier projects and assessments.

Councilmember Dietrich asked how late these could be pushed back and still be on time as far as season and completion. Public Works Director Thureen responded going out the full 150 days could be more sensitive to weather impact. He stated the Contractors willingness to extend leads him to believe they would probably have a pretty good chance. It is possible they may have to change or modify the completion date.

Mayor Tourville asked if the same mechanism would be used for this project as was done in the previously discussed project. Public Works Director Thureen responded yes.

Mayor Tourville asked if anyone called in to be heard on this project. There were no calls.

**Motion by Piekarski Krech second by Perry to continue the Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements to the April 27th City Council Meeting at 7:00 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

There are no items to discuss on the Regular Agenda.

## **9. MAYOR AND COUNCIL COMMENTS:**

Mayor Tourville stated if residents want to know what the City is doing in reference to COVID-19 they should go to the City Website where links are available with updates.

City Administrator Lynch stated the City is open for business and providing services such as Police and Fire. The Public Works Maintenance Staff would continue operations such as the water treatment plant, checking city buildings, and the public works maintenance building. He stated Building Inspections and the Community Development Department are open and are providing inspections. They will make sure to ask preliminary questions to assure employees are safe while within their home. He stated there are a lot of online applications people can complete, such as for roof replacement or water heaters. All employees at City Hall are working remotely can access our system and respond to emails. He stated bill and utility payments are still being taken and there is also a drop box located at City Hall. There is a full-time employee still working at City Hall that can take documents that need to be signed.

He stated the Veterans Memorial Community Center is closed. Parks and Recreation Programs are closed until further notice. He stated they are deciding today that they are cancelling all of the spring programs. Summer programs and registrations begin on June 8<sup>th</sup>.

Mayor Tourville stated the City is open for Emergency Services such as Police and Fire Departments. They are changing their operations to protect themselves and others. Streets are being patrolled and they are making sure businesses and the people in them are safe. He stated citizens need to cooperate and keep everyone safe so they can flatten the curve during this time.

He stated a lot of emergency rooms are having people show up thinking they would get the COVID-19 test. That is not the case. He commented if one feels sick or needs assistance, call your doctor. If it is a true emergency, call 911. He stated there are not enough tests for all to be able to take them, so they are sending people home. He commented for all to be careful and that we will get through this if we help each other.

Councilmember Perry stated the Census will be due soon. Amid all going on, please fill it out.

### **8. EXECUTIVE SESSION:**

City Attorney Bridget McCauley Nason stated there needs to be two separate Motions and two separate votes to adjourn into closed session to address the threat of imminent litigation in one case and the pending litigation in another. She stated this is a new way of holding a meeting via telephone. The request is for each separate matter to have a Motion and a second and then have a roll call vote to move into closed session to discuss the items. Once those two votes are taken and passed, the Council would hang up the phone on the public number and continue the meeting on closed session agenda items only on a separate number. She stated once the closed items session is complete, the Council will vote to adjourn, and the meeting will be adjourned with nothing further to discuss publicly.

#### **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 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 McCauley Nason stated a Council Member would make the following Motion to move to close the meeting 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. She stated the closed meeting will be held telephonically on a separate conference call number and commence immediately. Once the closed meeting portions of this meeting are completed there would be no further items on the agenda and the Council will adjourn the meeting.

#### **Motion by Piekarski Krech second by Perry to move to close the meeting 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.**

#### **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 threat of imminent litigation concerning the application of Adams French Property, LLC for a Conditional Use Permit for property located at 7855 Cahill Avenue.**

City Attorney McCauley Nason stated she is looking for a Motion to close the meeting 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 threat of imminent litigation concerning the application of Adams French Property, LLC for a Conditional Use Permit for property located at 7855 Cahill Avenue. She stated the closed meeting will be held telephonically on separate conference call number and will commence immediately. Once the closed meeting portions of the meeting are completed, there are no further items on the Agenda and the Council will adjourn the meeting.

**Motion by Dietrich second by Piekarski Krech to close the meeting 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 threat of imminent litigation concerning the application of Adams French Property, LLC for a Conditional Use Permit for property located at 7855 Cahill Avenue.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**10. ADJOURN:**

**The meeting adjourned at 8:02 p.m.**

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

Meeting Date: April 13, 2020  
 Item Type: Consent  
 Contact: Amy Hove 651-450-2521  
 Prepared by: Bill Schroepfer, Accountant  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of March 18,2020 to April 8, 2020.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending April 8, 2020. The detail of these disbursements is attached to this memo.

|                                 |                              |
|---------------------------------|------------------------------|
| General & Special Revenue       | \$461,668.30                 |
| Debt Service & Capital Projects | 444,377.52                   |
| Enterprise & Internal Service   | 168,907.68                   |
| Escrows                         | 17,357.18                    |
|                                 | <hr/>                        |
| Grand Total for All Funds       | <u><u>\$1,092,310.68</u></u> |

If you have any questions about any of the disbursements on the list, please call Amy Hove, Finance Director 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period March 18,2020 to April 8, 2020 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING April 8, 2020**

**WHEREAS**, a list of disbursements for the period ending April 8, 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       | \$461,668.30                     |
| Debt Service & Capital Projects | 444,377.52                       |
| Enterprise & Internal Service   | 168,907.68                       |
| Escrows                         | 17,357.18                        |
| <br>Grand Total for All Funds   | <br><u><u>\$1,092,310.68</u></u> |

Adopted by the City Council of Inver Grove Heights this 13th day of April, 2020.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

# Expense Approval Report

By Fund

Payment Dates 03/18/2020 - 04/08/2020

| Vendor Name                               | Payable Number | Post Date  | Description (Item)                          | Account Number        | Amount    |
|-------------------------------------------|----------------|------------|---------------------------------------------|-----------------------|-----------|
| ABDO, EICK & MEYERS, LLP                  | 426673         | 03/24/2020 | 43697                                       | 101.41.2000.415.30100 | 21,500.00 |
| ADVANCED GRAPHIX, INC.                    | 202798         | 04/07/2020 | 09/30/2019                                  | 101.42.4200.423.60065 | 72.50     |
| ADVANCED GRAPHIX, INC.                    | 203259         | 04/07/2020 | 12/19/2019                                  | 101.42.4200.423.60065 | 50.25     |
| AFSCME COUNCIL 5                          | INV0098038     | 03/27/2020 | UNION DUES (AFSCME FULL SHARE)              | 101.203.2031000       | 901.95    |
| AFSCME COUNCIL 5                          | INV0098039     | 03/27/2020 | UNION DUES (AFSCME FULL SHARE-F             | 101.203.2031000       | 77.32     |
| CARGILL, INC.                             | 2905247786     | 04/07/2020 | 39538.44                                    | 101.43.5200.443.60016 | 39,538.44 |
| CATHERINE M. PERME                        | 1227           | 04/07/2020 | 03/27/2020                                  | 101.42.4200.423.30700 | 1,013.00  |
| CDW GOVERNMENT INC                        | XHQ1289        | 04/07/2020 | 2394832                                     | 101.47.1400.413.60041 | 162.41    |
| CDW GOVERNMENT INC                        | XJS9962        | 04/07/2020 | 2394832                                     | 101.47.1400.413.60041 | 162.41    |
| CENTURY LINK                              | 03/19/2020     | 04/07/2020 | 651-455-9072                                | 101.42.4200.423.50020 | 42.20     |
| DAKOTA CTY FINANCIAL SVCS                 | 00037737       | 03/24/2020 | P0001754                                    | 101.42.4000.421.70501 | 18,000.00 |
| DAKOTA CTY FINANCIAL SVCS                 | 00037748       | 03/24/2020 | P0001754                                    | 101.42.4000.421.50070 | 10,397.14 |
| DAKOTA CTY FINANCIAL SVCS                 | 00037754       | 03/24/2020 | P0001754                                    | 101.42.4000.421.70501 | 5,720.00  |
| DAKOTA CTY FINANCIAL SVCS                 | 00037920       | 03/24/2020 | P0001753                                    | 101.42.4000.421.70501 | 1,679.76  |
| DAKOTA CTY FINANCIAL SVCS                 | 00037920       | 03/24/2020 | P0001753                                    | 101.42.4200.423.30700 | 1,726.42  |
| DAKOTA CTY FINANCIAL SVCS                 | 00037920       | 03/24/2020 | P0001753                                    | 101.43.5200.443.30700 | 46.66     |
| EFTPS                                     | INV0098062     | 03/27/2020 | FEDERAL WITHHOLDING                         | 101.203.2030200       | 54,431.13 |
| EFTPS                                     | INV0098064     | 03/27/2020 | MEDICARE WITHHOLDING                        | 101.203.2030500       | 15,823.36 |
| EFTPS                                     | INV0098065     | 03/27/2020 | SOCIAL SECURITY WITHHOLDING                 | 101.203.2030400       | 46,501.58 |
| EMERGENCY RESPONSE SOLUTIONS              | 14901          | 04/07/2020 | Quick connect adapter                       | 101.42.4200.423.40042 | 269.71    |
| ENTERPRISE FM TRUST                       | FBN3902353     | 03/24/2020 | 587711A                                     | 101.42.4000.421.40070 | 6,526.28  |
| EYEMED                                    | 164241034      | 03/24/2020 | March 2020 premium                          | 101.203.2032700       | 246.12    |
| EYEMED                                    | 164279659      | 04/07/2020 | 003516                                      | 101.203.2032700       | 246.12    |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0098045     | 03/27/2020 | HSA ELECTION-FAMILY                         | 101.203.2032500       | 3,051.78  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0098046     | 03/27/2020 | HSA ELECTION-SINGLE                         | 101.203.2032500       | 5,159.99  |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-22003  | 03/31/2020 | 359681525085                                | 101.42.4200.423.40020 | 397.97    |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-22003  | 03/31/2020 | 359681525085                                | 101.43.5200.443.40020 | 39.96     |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-22003  | 03/31/2020 | 359681525085                                | 101.43.5400.445.40020 | 365.08    |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-22003  | 03/31/2020 | 359681525085                                | 101.44.6000.451.40020 | 402.02    |
| GLS COMPANIES                             | 185183         | 04/07/2020 | Job #271430                                 | 101.41.1300.413.50035 | 2,500.00  |
| HEALTHEAST MEDICAL TRANSPORTATION         | 03/12/2020     | 03/24/2020 | 20-10600                                    | 101.42.4000.421.30700 | 88.40     |
| HILLYARD INC                              | 603803151      | 04/07/2020 | 274086                                      | 101.42.4200.423.60011 | 1,275.73  |
| HILLYARD INC                              | 603805733      | 04/07/2020 | 274086                                      | 101.42.4200.423.60011 | 57.80     |
| HILLYARD INC                              | 603811997      | 04/07/2020 | 274086                                      | 101.42.4200.423.60011 | 1,584.13  |
| HILLYARD INC                              | 603816172      | 04/07/2020 | 274086                                      | 101.42.4200.423.60011 | 346.80    |
| HOOTSUITE INC.                            | INV-2010172454 | 04/07/2020 | 02/18/2020                                  | 101.47.1400.413.40035 | 1,680.00  |
| ICMA RETIREMENT TRUST - 457               | INV0098036     | 03/27/2020 | 457 - ROTH AGE 50+                          | 101.203.2031400       | 140.00    |
| ICMA RETIREMENT TRUST - 457               | INV0098037     | 03/27/2020 | 457 - ROTH AGE 50+                          | 101.203.2031400       | 175.00    |
| ICMA RETIREMENT TRUST - 457               | INV0098047     | 03/27/2020 | ICMA-AGE <49 %                              | 101.203.2031400       | 7,799.82  |
| ICMA RETIREMENT TRUST - 457               | INV0098048     | 03/27/2020 | ICMA-AGE <49                                | 101.203.2031400       | 3,025.00  |
| ICMA RETIREMENT TRUST - 457               | INV0098049     | 03/27/2020 | ICMA-AGE 50+ %                              | 101.203.2031400       | 1,349.22  |
| ICMA RETIREMENT TRUST - 457               | INV0098050     | 03/27/2020 | ICMA-AGE 50+                                | 101.203.2031400       | 6,759.04  |
| ICMA RETIREMENT TRUST - 457               | INV0098051     | 03/27/2020 | ICMA (EMPLOYER SHARE ADMIN)                 | 101.203.2031400       | 91.25     |
| ICMA RETIREMENT TRUST - 457               | INV0098059     | 03/27/2020 | ROTH IRA (AGE 49 & UNDER)                   | 101.203.2032400       | 2,711.52  |
| ICMA RETIREMENT TRUST - 457               | INV0098060     | 03/27/2020 | ROTH IRA (AGE 50 & OVER)                    | 101.203.2032400       | 894.00    |
| ICMA RETIREMENT TRUST - 457               | INV0098061     | 03/27/2020 | ROTH-AGE <49 %                              | 101.203.2032400       | 46.50     |
| IDEAL SYSTEM SOLUTIONS, INC.              | 73489          | 04/07/2020 | Order # ISSQ42187                           | 101.47.1400.413.40035 | 118.00    |
| IGH FIRE RELIEF ASSN                      | 04/01/2020     | 04/07/2020 | 190500 firefighter - SBR firefighter & rein | 101.42.4200.423.20500 | 4,000.00  |
| INVER GROVE HEIGHTS ANIMAL HOSPITAL       | 723050         | 03/24/2020 | 03/11/2020                                  | 101.42.4000.421.60013 | 841.79    |
| KENISON, TERRI                            | March 2020     | 04/07/2020 | Cleaning services - March 2020              | 101.42.4200.423.30700 | 1,600.00  |
| LAWMAN BADGE COMPANY                      | 5846           | 03/24/2020 | Badge repair                                | 101.42.4000.421.60045 | 159.00    |
| LOCAL GOVERNMENT INFORMATION SYSTEM (     | 48537          | 04/07/2020 | 106325                                      | 101.47.1400.413.40035 | 250.00    |
| LOCAL GOVERNMENT INFORMATION SYSTEM (     | 48638          | 04/07/2020 | 106325                                      | 101.47.1400.413.40035 | 745.12    |
| LOCAL GOVERNMENT INFORMATION SYSTEM (     | 48591          | 04/07/2020 | 106325                                      | 101.42.4000.421.70501 | 1,985.00  |
| LOUIS D BEDOR III                         | 1006           | 03/31/2020 | 03/27/2020                                  | 101.41.1300.413.30700 | 380.00    |
| LOUIS D BEDOR III                         | 108            | 03/31/2020 | 03/27/2020                                  | 101.41.1300.413.30700 | 3,360.00  |
| LVC COMPANIES, INC.                       | 32158          | 04/07/2020 | 101199                                      | 101.42.4200.423.40040 | 625.00    |
| MADISON NATIONAL LIFE INSURANCE COMPAN    | 1386622        | 04/07/2020 | 1012439000000000                            | 101.203.2031700       | 2,989.68  |
| MCKESSON MEDICAL-SURGICAL INC.            | 93056791       | 04/07/2020 | 58785296                                    | 101.42.4200.423.60065 | 345.06    |
| MCKESSON MEDICAL-SURGICAL INC.            | 93108048       | 04/07/2020 | 58785296                                    | 101.42.4200.423.60065 | 492.19    |
| MINNEAPOLIS OXYGEN CO.                    | 00054374       | 04/07/2020 | 01910                                       | 101.42.4200.423.30700 | 99.82     |
| MINNEAPOLIS OXYGEN CO.                    | 00054375       | 04/07/2020 | 01915                                       | 101.42.4200.423.30700 | 78.43     |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE     | INV0098041     | 03/27/2020 | JOEL JACKSON FEIN/TAXPAYER ID: 4            | 101.203.2032100       | 306.89    |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE     | INV0098042     | 03/27/2020 | JOSH PARROW ORDER- 0015633635 (             | 101.203.2032100       | 427.31    |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE     | INV0098043     | 03/27/2020 | NEAL ST. ONGE FEIN/TAXPAYER ID: 4           | 101.203.2032100       | 178.58    |
| MN DEPT OF REVENUE                        | Feb 2020       | 03/20/2020 | February 2020 sales & use tax               | 101.207.2070300       | 129.57    |
| MN DEPT OF REVENUE                        | Feb 2020       | 03/20/2020 | February 2020 sales & use tax               | 101.207.2070300       | (0.09)    |

| Vendor Name                             | Payable Number   | Post Date  | Description (Item)                | Account Number        | Amount            |
|-----------------------------------------|------------------|------------|-----------------------------------|-----------------------|-------------------|
| MN DEPT OF REVENUE                      | INV0098052       | 03/27/2020 | LEVY - ANDREW BRAVO               | 101.203.2031900       | 76.90             |
| MN DEPT OF REVENUE                      | INV0098063       | 03/27/2020 | STATE WITHHOLDING                 | 101.203.2030300       | 23,602.37         |
| MN DEPT OF TRANSPORTATION               | P00009562        | 03/31/2020 | 0000001298                        | 101.43.5200.443.40046 | 118.61            |
| MN LIFE INSURANCE CO                    | March 2020       | 03/24/2020 | Policy #0027324                   | 101.203.2030900       | 3,997.39          |
| MN LIFE INSURANCE CO                    | March 2020       | 03/24/2020 | Policy #0027324                   | 101.42.4000.421.20620 | (100.08)          |
| MN NCPERS LIFE INSURANCE                | 542000032020     | 03/24/2020 | March payroll deductions          | 101.203.2031600       | 256.00            |
| NATURE CALLS, INC.                      | 26621            | 03/31/2020 | 02/29/2020                        | 101.44.6000.451.40065 | 480.00            |
| NET TRANSCRIPTS, INC.                   | 0030863-IN       | 03/31/2020 | 20-IGHPD                          | 101.42.4000.421.30700 | 61.69             |
| OCCUPATIONAL HEALTH CENTERS OF MINNES   | 103151823        | 03/17/2020 | N26-1351004654                    | 101.41.1100.413.30500 | 762.50            |
| OCCUPATIONAL HEALTH CENTERS OF MINNES   | 103155442        | 03/23/2020 | N26-1351004654                    | 101.41.1100.413.30500 | 564.00            |
| PARAGON DEVELOPMENT SYSTEMS (PDS)       | 15009642         | 04/07/2020 | INVER                             | 101.47.1400.413.40035 | 3,282.17          |
| PARAGON DEVELOPMENT SYSTEMS (PDS)       | 5078939          | 04/07/2020 | INVER                             | 101.47.1400.413.40035 | 682.50            |
| PERA                                    | INV0098053       | 03/27/2020 | PERA COORDINATED PLAN             | 101.203.2030600       | 43,081.92         |
| PERA                                    | INV0098054       | 03/27/2020 | EMPLOYER SHARE (EXTRA PERA)       | 101.203.2030600       | 3,313.96          |
| PERA                                    | INV0098055       | 03/27/2020 | PERA DEFINED PLAN                 | 101.203.2030600       | 53.46             |
| PERA                                    | INV0098056       | 03/27/2020 | EMPLOYER SHARE (PERA DEFINED P    | 101.203.2030600       | 53.46             |
| PERA                                    | INV0098057       | 03/27/2020 | PERA POLICE & FIRE PLAN           | 101.203.2030600       | 19,836.89         |
| PERA                                    | INV0098058       | 03/27/2020 | EMPLOYER SHARE (POLICE & FIRE PI  | 101.203.2030600       | 29,755.29         |
| PINE BEND PAVING, INC.                  | 20-129           | 03/24/2020 | 03/13/2020                        | 101.43.5200.443.60016 | 476.10            |
| PRECISE MRM                             | 200-1025332      | 04/07/2020 | 32563                             | 101.43.5200.443.30700 | 280.03            |
| RENEE DUBS ELLENA                       | 20-4937          | 04/07/2020 | 03/20/2020                        | 101.41.1300.413.30700 | 2,922.00          |
| RENEE DUBS ELLENA                       | 20-4940          | 04/07/2020 | City logo                         | 101.41.1300.413.30700 | 320.00            |
| TACONIC MAINTENANCE                     | 12896            | 03/24/2020 | 03/09/2020                        | 101.43.5200.443.60016 | 3,200.00          |
| TARGETSOLUTIONS LEARNING                | TSINV00000033870 | 04/07/2020 | 4100000IWKRYAAQ                   | 101.42.4200.423.30700 | 5,862.80          |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1729002        | 03/24/2020 | 4606-0575-9714                    | 101.42.4000.421.30550 | 40.00             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1729492        | 04/07/2020 | 4606-0575-9714                    | 101.42.4000.421.30550 | 43.48             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.41.1100.413.30550 | 15.40             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.41.1300.413.30550 | 15.40             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.41.2000.415.30550 | 87.61             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.42.4000.421.30550 | 274.03            |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.42.4200.423.30550 | 39.90             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.43.5000.441.30550 | 12.95             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.43.5100.442.30550 | 56.41             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.43.5200.443.30550 | 39.20             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.44.6000.451.30550 | 47.96             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.45.3000.419.30550 | 13.93             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.45.3200.419.30550 | 23.41             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.45.3300.419.30550 | 32.90             |
| TASC GENESIS EMPLOYEE BENEFITS, INC     | IN1728146        | 03/19/2020 | Payroll                           | 101.47.1400.413.30550 | 33.60             |
| TEXAS STATE DISBURSEMENT UNIT           | INV0098040       | 03/27/2020 | ANDREW BRAVO FEIN/TAXPAYER ID:    | 101.203.2032100       | 401.13            |
| TOTAL CONSTRUCTION & EQUIP.             | 17480            | 04/07/2020 | Job #40201038                     | 101.44.6000.451.40040 | 218.70            |
| ULINE                                   | 118168536        | 04/07/2020 | 16019552                          | 101.42.4200.423.60011 | 149.30            |
| UNIFIRST CORPORATION                    | 0900543430       | 03/24/2020 | 1051948                           | 101.43.5200.443.60045 | 48.71             |
| UNIFIRST CORPORATION                    | 0900543430       | 03/24/2020 | 1051948                           | 101.44.6000.451.60045 | 26.52             |
| UNIFIRST CORPORATION                    | 090 0544788      | 04/07/2020 | 1051948                           | 101.43.5200.443.60045 | 48.71             |
| UNIFIRST CORPORATION                    | 090 0544788      | 04/07/2020 | 1051948                           | 101.44.6000.451.60045 | 26.52             |
| UNIFIRST CORPORATION                    | 090 546174       | 04/07/2020 | 1051948                           | 101.43.5200.443.60045 | 48.71             |
| UNIFIRST CORPORATION                    | 090 546174       | 04/07/2020 | 1051948                           | 101.44.6000.451.60045 | 26.52             |
| VERIFIED CREDENTIALS, INC.              | 305524           | 04/07/2020 | Background screenings for March   | 101.41.1100.413.30700 | 188.75            |
| VERIFIED CREDENTIALS, INC.              | 305531           | 04/07/2020 | 03/31/2020                        | 101.41.1100.413.30500 | 481.75            |
| VERIZON WIRELESS                        | 9851143137       | 04/07/2020 | 642017074-00001                   | 101.47.1400.413.50020 | 5,097.42          |
| WI SCTF (WI SUPPORT COLLECTIONS TRUST F | INV0098044       | 03/27/2020 | NEAL ST. ONGE FEIN/TAXPAYER ID: 4 | 101.203.2032100       | 433.06            |
| <b>Fund: 101 - GENERAL FUND</b>         |                  |            |                                   |                       | <b>435,099.06</b> |
| ENSEMBLE CREATIVE & MARKETING           | IGH031620        | 04/07/2020 | 03/16/2020                        | 201.44.1600.465.50025 | 1,500.00          |
| LIME VALLEY ADVERTISING, INC.           | 20003.01         | 04/07/2020 | 02/24/2020                        | 201.44.1600.465.50025 | 100.00            |
| RIVER HEIGHTS CHAMBER OF COMMERCE       | 15069            | 04/07/2020 | 03/04/2020                        | 201.44.1600.465.50025 | 400.00            |
| RIVER HEIGHTS CHAMBER OF COMMERCE       | 10582            | 04/07/2020 | 03/24/2020                        | 201.44.1600.465.30700 | 6,115.82          |
| STACY ANN BROOKS                        | 308              | 04/07/2020 | April blog posts                  | 201.44.1600.465.50025 | 205.00            |
| STAR TRIBUNE                            | C24390           | 04/07/2020 | 1000361111                        | 201.44.1600.465.50025 | 2,833.32          |
| <b>Fund: 201 - C.V.B. FUND</b>          |                  |            |                                   |                       | <b>11,154.14</b>  |
| ALLIE, SARA                             | 04/03/2020       | 04/07/2020 | COVID-19 Cancellation             | 204.44.0000.3470000   | 36.00             |
| BELAIR, HEIDI                           | 04/03/2020       | 04/07/2020 | COVID-19 Cancellation             | 204.44.0000.3470000   | 66.00             |
| BENZ-BIALLAS, SHIRLEY                   | 03/17/2020       | 03/31/2020 | Shut down cancellation            | 204.227.2271000       | 14.00             |
| BINGHAM, KATHRYN                        | 03/17/2020       | 03/31/2020 | Shut down cancellation            | 204.227.2271000       | 14.00             |
| BOEHMER, BARBARA                        | 03/17/2020       | 03/31/2020 | Shut down cancellation            | 204.227.2271000       | 14.00             |
| BRANDT, ERIN                            | 04/03/2020       | 04/07/2020 | COVID-19 Cancellation             | 204.44.0000.3470000   | 182.03            |
| BRETZKE, TAMARA                         | 03/26/2020       | 03/31/2020 | Cancelled COVID-19                | 204.44.0000.3470000   | 40.00             |
| CARLSON, VERNA                          | 03/17/2020       | 03/31/2020 | Shut down cancellation            | 204.227.2271000       | 14.00             |
| COOK, JODY                              | 03/26/2020       | 03/31/2020 | Cancelled COVID-19                | 204.44.0000.3470000   | 30.00             |
| ENGELMEIER, JAMES                       | 03/26/2020       | 03/31/2020 | Cancelled COVID-19                | 204.44.0000.3470000   | 30.00             |
| ERICKSON, MARGARET                      | 04/03/2020       | 04/07/2020 | COVID-19 Cancellation             | 204.44.0000.3470000   | 85.00             |
| FRANK, SHANNON                          | 04/03/2020       | 04/07/2020 | COVID-19 Cancellation             | 204.44.0000.3470000   | 85.00             |
| GERALDINE, CHRISTEN                     | 03/16/2020       | 03/31/2020 | Recheduled event                  | 204.44.0000.3470000   | 68.00             |
| GINGERICH, WAYNE                        | 03/17/2020       | 03/31/2020 | Shut down cancellation            | 204.227.2271000       | 14.00             |

| Vendor Name                              | Payable Number | Post Date  | Description (Item)             | Account Number        | Amount           |
|------------------------------------------|----------------|------------|--------------------------------|-----------------------|------------------|
| GINGERICH, WAYNE                         | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| HAGER, BRIANNA                           | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 36.00            |
| HALLMAN, MOLLY                           | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 170.00           |
| HOEFT, LOIS                              | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| HUNKINS, JOHN                            | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| KAIN, DALE                               | 03/17/2020 B   | 04/07/2020 | Cancelled due to shut down     | 204.227.2271000       | 28.00            |
| KILLIAN, BERNICE                         | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 18.00            |
| KINNEBERG, BRUCE                         | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| KLEIN, JESSE                             | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 72.00            |
| KRECH, BEVERLY                           | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| MCPHILLIPS, KAM                          | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| MEISSNER, MICAH                          | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 40.00            |
| MN DEPT OF REVENUE                       | Feb 2020       | 03/20/2020 | February 2020 sales & use tax  | 204.207.2070300       | 105.18           |
| MN LIFE INSURANCE CO                     | March 2020     | 03/24/2020 | Policy #0027324                | 204.44.6100.452.20620 | (3.50)           |
| MOLLER, GAIL                             | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| NITTI, ARLENE                            | 03/16/2020     | 03/31/2020 | Rescheduled event              | 204.44.0000.3470000   | 68.00            |
| OZNUR, EXMAN                             | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| PARENT, AUTUMN                           | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| RAMIREZ, MARILYN                         | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 86.00            |
| SATRE, ANDREW                            | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| SCHOEPFNER, TERRY                        | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 18.00            |
| SELLNER, MARY                            | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 204.44.6100.452.30550 | 26.73            |
| THURSTON, JILLIAN                        | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 76.00            |
| THURSTON, JILLIAN                        | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 36.00            |
| TRCKA, MARYJANE                          | 03/17/2020     | 03/31/2020 | Shut down cancellation         | 204.227.2271000       | 14.00            |
| TSCHOHL, JOHN                            | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| VAN HORN, JILLIAN                        | 04/03/2020     | 04/07/2020 | COVID-19                       | 204.44.0000.3470000   | 86.00            |
| VANWAMBEKE, DAWN                         | 03/26/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| WENISCH, ANNE                            | 03/27/2020     | 03/31/2020 | Cancelled COVID-19             | 204.44.0000.3470000   | 30.00            |
| WYMAN, KERI                              | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 204.44.0000.3470000   | 86.00            |
| <b>Fund: 204 - RECREATION FUND</b>       |                |            |                                |                       | <b>1,962.44</b>  |
| BECHT, MARY                              | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| BOEHMER, BARBARA                         | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| BOHRER, DARLINE                          | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| BRANDT, ERIN                             | 04/03/2020     | 04/07/2020 | COVID-19 Cancellation          | 205.207.2070300       | 12.97            |
| CAROL GARBER                             | 2-20-20        | 04/07/2020 | 03/27/2020                     | 205.44.6200.453.40040 | 400.00           |
| DUDERO, ANN                              | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| FURR, JORDYNE                            | 03/27/2020     | 03/31/2020 | Membership due to closure      | 205.207.2070300       | 3.01             |
| FURR, JORDYNE                            | 03/27/2020     | 03/31/2020 | Membership due to closure      | 205.44.0000.3490100   | 41.98            |
| GERMANIC GENEALOGY SOCIETY               | 03/30/2020     | 03/31/2020 | Cancellation due to closure    | 205.207.2070300       | 22.35            |
| GERMANIC GENEALOGY SOCIETY               | 03/30/2020     | 03/31/2020 | Cancellation due to closure    | 205.44.0000.3492500   | 313.65           |
| GOEMAN, JOHN                             | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 140.00           |
| HUEBSCH SERVICES                         | 4485347        | 04/07/2020 | 92965                          | 205.44.6200.453.40040 | 277.48           |
| HUEBSCH SERVICES                         | 4485347        | 04/07/2020 | 92965                          | 205.44.6200.453.40040 | 69.37            |
| JOHNSON, DELORES                         | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| KASPER, MICHAEL & COLETTE                | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| LARSON, JUDY                             | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| MEDICINE LAKE TOURS                      | 01/11/2020     | 03/31/2020 | Old Log Theater 02/05/2020     | 205.44.6200.453.50090 | 1,650.00         |
| MITCHELL, MARY                           | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| MN DEPT OF REVENUE                       | Feb 2020       | 03/20/2020 | February 2020 sales & use tax  | 205.207.2070300       | 7,870.93         |
| NELSON, MARGARET                         | 03/19/2020 B   | 04/07/2020 | Membership due to closure      | 205.44.0000.3490100   | 110.79           |
| PRALL, CONNIE                            | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| R & J TOURS                              | 03/18/2020     | 03/24/2020 | Rental refund due to closure   | 205.207.2070300       | 10.38            |
| R & J TOURS                              | 03/18/2020     | 03/24/2020 | Rental refund due to closure   | 205.44.0000.3492500   | 145.62           |
| ROSEMOUNT YOUTH HOCKEY ASSOCIATION       | 03/16/2020     | 03/24/2020 | Ice rentals overpayment refund | 205.44.0000.3492200   | 322.50           |
| SALO, MARION                             | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| SCHOEPFNER, TERRY                        | 03/30/2020     | 04/07/2020 | Cancelled COVID-19             | 205.44.0000.3493501   | 70.00            |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 205.44.6200.453.30550 | 3.50             |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 205.44.6200.453.30550 | 17.15            |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 205.44.6200.453.30550 | 17.15            |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 205.44.6200.453.30550 | 45.06            |
| TWIN CITIES BARBELL                      | 1439           | 03/24/2020 | Rental damage deposit refund   | 205.44.0000.3492500   | 1,000.00         |
| VUE, JULIE                               | 03/18/2020     | 03/24/2020 | Rental refund due to closure   | 205.207.2070300       | 13.84            |
| VUE, JULIE                               | 03/18/2020     | 03/24/2020 | Rental refund due to closure   | 205.44.0000.3492500   | 194.16           |
| <b>Fund: 205 - COMMUNITY CENTER</b>      |                |            |                                |                       | <b>13,451.89</b> |
| TASC GENESIS EMPLOYEE BENEFITS, INC      | IN1728146      | 03/19/2020 | Payroll                        | 290.45.3000.419.30550 | 0.77             |
| <b>Fund: 290 - EDA OPERATING</b>         |                |            |                                |                       | <b>0.77</b>      |
| METROPOLITAN COUNCIL                     | 03/27/2020     | 03/31/2020 | Feb 2020                       | 404.217.2170000       | 7,455.00         |
| <b>Fund: 404 - SEWER CONNECTION FUND</b> |                |            |                                |                       | <b>7,455.00</b>  |
| ABC RENTALS INC                          | 270038         | 03/24/2020 | 11/18/2019                     | 434.42.4200.423.30700 | 180.13           |
| <b>Fund: 434 - 2014 IMPROVEMENT FUND</b> |                |            |                                |                       | <b>180.13</b>    |



| Vendor Name                                     | Payable Number   | Post Date  | Description (Item)             | Account Number        | Amount            |
|-------------------------------------------------|------------------|------------|--------------------------------|-----------------------|-------------------|
| WSB & ASSOCIATES, INC.                          | R-014704-000-4 B | 04/07/2020 | 01/20/2020                     | 437.44.5900.737.30700 | 6,592.25          |
| WSB & ASSOCIATES, INC.                          | R-013050-000-17  | 03/31/2020 | 03/18/2020                     | 437.44.5900.737.30700 | 1,112.00          |
| <b>Fund: 437 - 2017 IMPROVEMENT FUND</b>        |                  |            |                                |                       | <b>7,704.25</b>   |
| GENERAL SHEET METAL                             | 04/02/2020       | 04/07/2020 | 196745                         | 439.44.5900.739.80200 | 288,083.00        |
| INSPEC INC                                      | 214892-4         | 03/24/2020 | 03/02/2020                     | 439.73.5900.739.30300 | 3,700.00          |
| INSPEC INC                                      | 214893-3         | 03/24/2020 | 03/02/2020                     | 439.73.5900.739.30300 | 5,000.00          |
| INSPEC INC                                      | 214892-5         | 04/07/2020 | 03/26/2020                     | 439.73.5900.739.30300 | 2,000.00          |
| INSPEC INC                                      | 214893-4         | 04/07/2020 | 03/26/2020                     | 439.73.5900.739.30300 | 3,700.00          |
| <b>Fund: 439 - 2019 IMPROVEMENT FUND</b>        |                  |            |                                |                       | <b>302,483.00</b> |
| BOLTON & MENK, INC.                             | 0246720          | 04/07/2020 | INGH                           | 440.74.5900.740.30300 | 2,484.00          |
| BOLTON & MENK, INC.                             | 0246721          | 04/07/2020 | INGH                           | 440.74.5900.740.30300 | 49,176.00         |
| BOLTON & MENK, INC.                             | 0246805          | 04/07/2020 | INGH                           | 440.74.5900.740.30300 | 2,051.50          |
| BOLTON & MENK, INC.                             | 0247856          | 04/07/2020 | INGH                           | 440.74.5900.740.30300 | 838.00            |
| BOLTON & MENK, INC.                             | 0247857          | 04/07/2020 | INGH                           | 440.74.5900.740.30300 | 3,340.00          |
| FINANCE & COMMERCE, INC.                        | 744662138        | 04/07/2020 | 10025798                       | 440.74.5900.740.50025 | 215.20            |
| FINANCE & COMMERCE, INC.                        | 744662139        | 04/07/2020 | 10025798                       | 440.74.5900.740.50025 | 211.90            |
| MN DEPT OF TRANSPORTATION                       | P00009562        | 03/31/2020 | 0000001298                     | 440.74.5900.740.30700 | 87.82             |
| <b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>     |                  |            |                                |                       | <b>58,404.42</b>  |
| EAGAN, CITY OF                                  | 03/25/2020       | 04/07/2020 | Dec-Feb billing                | 441.74.5900.741.40030 | 4,822.25          |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.       | INVRGRV-22003    | 03/31/2020 | 359681525085                   | 441.74.5900.741.40020 | 226.37            |
| LOWER MISSISSIPPI RIVER WMO                     | 2020-01          | 03/31/2020 | 03/24/2020                     | 441.74.5900.741.50070 | 48,265.05         |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 441.74.5900.741.30550 | 11.55             |
| <b>Fund: 441 - STORM WATER MANAGEMENT</b>       |                  |            |                                |                       | <b>53,325.22</b>  |
| BOLTON & MENK, INC.                             | 0246724          | 04/07/2020 | INGH                           | 446.74.5900.746.30300 | 948.00            |
| BOLTON & MENK, INC.                             | 0247858          | 04/07/2020 | INGH                           | 446.74.5900.746.30300 | 1,478.50          |
| WSB & ASSOCIATES, INC.                          | R-014154-000-10  | 04/07/2020 | 03/16/2020                     | 446.74.5900.746.30300 | 1,099.50          |
| <b>Fund: 446 - NW AREA</b>                      |                  |            |                                |                       | <b>3,526.00</b>   |
| BARR ENGINEERING COMPANY                        | 23190218.00-284  | 04/07/2020 | 03/23/2020                     | 451.75.5900.751.30700 | 1,323.50          |
| <b>Fund: 451 - HOST COMMUNITY FUND</b>          |                  |            |                                |                       | <b>1,323.50</b>   |
| DAKOTA CTY PROP TAXATION & RECORDS              | 180063           | 03/24/2020 | 2019 TIF maintenance           | 453.57.9000.570.30700 | 9,736.00          |
| EHLERS AND ASSOCIATES, INC.                     | 81912            | 04/07/2020 | 11/11/2019                     | 453.57.9000.570.30150 | 240.00            |
| <b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>     |                  |            |                                |                       | <b>9,976.00</b>   |
| CITY OF BLOOMINGTON                             | 2000059          | 04/07/2020 | 04/02/2020                     | 501.50.7100.512.30700 | 420.00            |
| CONTINENTAL SAFETY EQUIPMENT                    | 451562           | 04/07/2020 | 03/13/2020                     | 501.50.7100.512.60016 | 216.74            |
| CORE & MAIN LP                                  | M082110          | 04/07/2020 | 099872                         | 501.50.7100.512.60016 | 2,626.49          |
| CORE & MAIN LP                                  | M090002          | 04/07/2020 | 099872                         | 501.50.7100.512.60016 | 309.75            |
| EAGAN, CITY OF                                  | 03/25/2020       | 04/07/2020 | Dec-Feb billing                | 501.50.7100.512.40005 | 26,031.78         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.       | INVRGRV-22003    | 03/31/2020 | 359681525085                   | 501.50.7100.512.40020 | 1,685.20          |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.       | INVRGRV-22003    | 03/31/2020 | 359681525085                   | 501.50.7100.512.40020 | 5,046.46          |
| GOPHER STATE ONE-CALL                           | 0030481          | 04/07/2020 | MN00435                        | 501.50.7100.512.30700 | 288.90            |
| GRAINGER                                        | 9479595788       | 04/07/2020 | 806460150                      | 501.50.7100.512.60016 | 39.94             |
| HYDRODESIGNS, INC                               | 0056669-IN       | 04/07/2020 | INVERGR                        | 501.50.7100.512.30700 | 1,247.25          |
| METROPOLITAN COUNCIL                            | 0001107855       | 03/24/2020 | W030                           | 501.50.7100.512.40040 | 723.17            |
| MID CITY SERVICES, INC.                         | 110298           | 04/07/2020 | 03/27/2020                     | 501.50.7100.512.40040 | 55.20             |
| MN DEPT OF REVENUE                              | Feb 2020         | 03/20/2020 | February 2020 sales & use tax  | 501.207.2070200       | 1,739.50          |
| MN DEPT OF REVENUE                              | Feb 2020         | 03/20/2020 | February 2020 sales & use tax  | 501.207.2070300       | 169.51            |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 501.50.7100.512.30550 | 38.40             |
| TODD DOUGLAS EDINGER - RMR SERVICES LLC 2020061 |                  | 03/24/2020 | January monthly meter reading  | 501.50.7100.512.30700 | 1,799.28          |
| TODD DOUGLAS EDINGER - RMR SERVICES LLC 2020062 |                  | 03/24/2020 | February monthly meter reading | 501.50.7100.512.30700 | 1,564.00          |
| <b>Fund: 501 - WATER UTILITY FUND</b>           |                  |            |                                |                       | <b>44,001.57</b>  |
| EAGAN, CITY OF                                  | 03/25/2020       | 04/07/2020 | Dec-Feb billing                | 502.51.7200.514.40015 | 51,307.97         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.       | INVRGRV-22003    | 03/31/2020 | 359681525085                   | 502.51.7200.514.40020 | 146.33            |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 502.51.7200.514.30550 | 23.56             |
| <b>Fund: 502 - SEWER UTILITY FUND</b>           |                  |            |                                |                       | <b>51,477.86</b>  |
| ADIDAS AMERICA INC.                             | 6150072807       | 03/31/2020 | 32354001                       | 503.52.8200.523.76200 | 2,545.56          |
| ARTHUR J GALLAGHER RISK                         | 3352532          | 03/31/2020 | INVEGRO-03                     | 503.52.8500.526.50014 | 887.17            |
| CLEVELAND GOLF/SRIXON                           | 5901650 SO       | 03/31/2020 | 10971                          | 503.52.8200.523.76200 | 112.60            |
| CLEVELAND GOLF/SRIXON                           | 5907561 SO       | 03/31/2020 | 10971                          | 503.52.8200.523.76350 | 321.00            |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.       | INVRGRV-22003    | 03/31/2020 | 359681525085                   | 503.52.8600.527.40020 | 25.68             |
| MN DEPT OF REVENUE                              | Feb 2020         | 03/20/2020 | February 2020 sales & use tax  | 503.207.2070300       | 456.40            |
| MN LIFE INSURANCE CO                            | March 2020       | 03/24/2020 | Policy #0027324                | 503.52.8000.521.20620 | (10.64)           |
| MN LIFE INSURANCE CO                            | March 2020       | 03/24/2020 | Policy #0027324                | 503.52.8600.527.20620 | (7.26)            |
| MTI DISTRIBUTING CO                             | 1248496-00       | 04/07/2020 | 402307                         | 503.52.8600.527.40042 | 20.61             |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 503.52.8000.521.30550 | 3.50              |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 503.52.8500.526.30550 | 3.50              |
| TASC GENESIS EMPLOYEE BENEFITS, INC             | IN1728146        | 03/19/2020 | Payroll                        | 503.52.8600.527.30550 | 18.20             |
| <b>Fund: 503 - INVER WOOD GOLF COURSE</b>       |                  |            |                                |                       | <b>4,376.32</b>   |

| Vendor Name                               | Payable Number     | Post Date  | Description (Item) | Account Number        | Amount           |
|-------------------------------------------|--------------------|------------|--------------------|-----------------------|------------------|
| CATHERINE M. PERME                        | 1227               | 04/07/2020 | 03/27/2020         | 602.00.2100.415.30700 | 1,013.00         |
| TASC GENESIS EMPLOYEE BENEFITS, INC       | IN1728146          | 03/19/2020 | Payroll            | 602.00.2100.415.30550 | 1.67             |
| <b>Fund: 602 - RISK MANAGEMENT</b>        |                    |            |                    |                       | <b>1,014.67</b>  |
| ABM EQUIPMENT & SUPPLY                    | 0162889-IN         | 04/07/2020 | 0126850            | 603.00.5300.444.40041 | 1,129.80         |
| ALLDATA LLC                               | 2005435939         | 03/24/2020 | CITXNP/535685      | 603.00.5300.444.40042 | 1,500.00         |
| BOYER TRUCKS - MINNEAPOLIS                | 252543             | 04/07/2020 | C20390             | 603.00.5300.444.40041 | 4,061.64         |
| EHLERS AND ASSOCIATES, INC.               | 82986              | 03/24/2020 | 03/09/2020         | 603.00.5300.444.70600 | 2,812.50         |
| EHLERS AND ASSOCIATES, INC.               | 81918              | 04/07/2020 | 11/11/2019         | 603.00.5300.444.70600 | 122.50           |
| EHLERS AND ASSOCIATES, INC.               | 81925              | 04/07/2020 | 11/11/2019         | 603.00.5300.444.70600 | 10,541.25        |
| EHLERS AND ASSOCIATES, INC.               | 82218              | 04/07/2020 | 12/09/2020         | 603.00.5300.444.70600 | 4,830.00         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-22003      | 03/31/2020 | 359681525085       | 603.00.5300.444.40020 | 514.67           |
| INVER GROVE FORD                          | 5284553            | 04/07/2020 | 03/24/2020         | 603.00.5300.444.40041 | 166.55           |
| INVER GROVE FORD                          | 5284760            | 04/07/2020 | 03/31/2020         | 603.00.5300.444.40041 | 45.02            |
| KIMBALL MIDWEST                           | 7806123            | 04/07/2020 | 222006             | 603.00.5300.444.60012 | 384.24           |
| KIMBALL MIDWEST                           | 7808378            | 04/07/2020 | 222006             | 603.00.5300.444.60012 | 165.75           |
| KIMBALL MIDWEST                           | 7837533            | 04/07/2020 | 222006             | 603.00.5300.444.60012 | 359.70           |
| MANSFIELD OIL COMPANY                     | 21712612           | 03/24/2020 | 23866              | 603.140.1450060       | 4,267.05         |
| METRO JANITORIAL SUPPLY INC               | 11015301           | 04/07/2020 | 03/16/2020         | 603.00.5300.444.40040 | 106.28           |
| METRO JANITORIAL SUPPLY INC               | 11015302           | 04/07/2020 | 03/17/2020         | 603.00.5300.444.40040 | 313.11           |
| METRO JANITORIAL SUPPLY INC               | 11015306           | 04/07/2020 | 03/18/2020         | 603.00.5300.444.40040 | 483.68           |
| METRO JANITORIAL SUPPLY INC               | 11015322           | 04/07/2020 | 03/30/2020         | 603.00.5300.444.40040 | 484.09           |
| MID CITY SERVICES, INC.                   | 116407             | 03/24/2020 | 03/13/2020         | 603.00.5300.444.40065 | 49.00            |
| MID CITY SERVICES, INC.                   | 110297             | 04/07/2020 | 03/27/2020         | 603.00.5300.444.40065 | 49.00            |
| MN DEPT OF REVENUE                        | 03/23/2020         | 03/24/2020 | Feb 2020           | 603.00.5300.444.60021 | 552.90           |
| MN DEPT OF REVENUE                        | 04/02/2020         | 04/07/2020 | March 2020         | 603.00.5300.444.60021 | 182.97           |
| MTI DISTRIBUTING CO                       | 1245209-00         | 04/07/2020 | 91180              | 603.00.5300.444.40041 | 41.98            |
| MTI DISTRIBUTING CO                       | 1246342-00         | 03/24/2020 | 91180              | 603.00.5300.444.40041 | 2,259.50         |
| MTI DISTRIBUTING CO                       | 1247592-00         | 04/07/2020 | 91180              | 603.00.5300.444.40041 | 1,154.41         |
| NORTHERN SAFETY TECHNOLOGY INC            | 50032              | 03/24/2020 | 20855              | 603.00.5300.444.80700 | 3,528.00         |
| NORTHERN SAFETY TECHNOLOGY INC            | 50091              | 04/07/2020 | 03/23/2020         | 603.00.5300.444.40041 | 77.00            |
| O' REILLY AUTO PARTS                      | 1767-459448        | 03/24/2020 | 1578028            | 603.00.5300.444.40041 | 23.24            |
| O' REILLY AUTO PARTS                      | 1767-459449        | 03/24/2020 | 487439             | 603.140.1450050       | 20.50            |
| O' REILLY AUTO PARTS                      | 1767-459470        | 03/24/2020 | 1578028            | 603.140.1450050       | 11.26            |
| O' REILLY AUTO PARTS                      | 1767-459646        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 17.59            |
| O' REILLY AUTO PARTS                      | 1767-459682        | 03/24/2020 | 1578028            | 603.00.5300.444.40041 | 153.96           |
| O' REILLY AUTO PARTS                      | 1767-459703        | 03/24/2020 | 1578028            | 603.00.5300.444.40041 | 51.00            |
| O' REILLY AUTO PARTS                      | 1767-459714        | 03/24/2020 | 1578028            | 603.140.1450050       | 63.52            |
| O' REILLY AUTO PARTS                      | 1767-459716        | 03/24/2020 | 1578028            | 603.140.1450050       | 31.26            |
| O' REILLY AUTO PARTS                      | 1767-459737        | 03/24/2020 | 1578028            | 603.00.5300.444.40041 | 88.83            |
| O' REILLY AUTO PARTS                      | 1767-460062        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 14.60            |
| O' REILLY AUTO PARTS                      | 1767-460532        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 6.38             |
| O' REILLY AUTO PARTS                      | 1767-460884        | 04/07/2020 | 1578028            | 603.00.5300.444.60012 | 37.20            |
| O' REILLY AUTO PARTS                      | 1767-461561        | 04/07/2020 | 1578028            | 603.140.1450050       | 11.76            |
| O' REILLY AUTO PARTS                      | 1767-462048        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 55.08            |
| O' REILLY AUTO PARTS                      | 1767-462050        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 18.04            |
| O' REILLY AUTO PARTS                      | 1767-462059        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 16.45            |
| O' REILLY AUTO PARTS                      | 1767-462062        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | (18.04)          |
| O' REILLY AUTO PARTS                      | 1767-462235        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | (16.45)          |
| O' REILLY AUTO PARTS                      | 1767-462669        | 04/07/2020 | 1578028            | 603.00.5300.444.40041 | 57.00            |
| O' REILLY AUTO PARTS                      | 1767-462670        | 04/07/2020 | 1578028            | 603.00.5300.444.60012 | 8.72             |
| O' REILLY AUTO PARTS                      | 1767-462671        | 04/07/2020 | 1578028            | 603.00.5300.444.60012 | 17.44            |
| O' REILLY AUTO PARTS                      | 1767-462798        | 04/07/2020 | 1578028            | 603.140.1450050       | 31.40            |
| O' REILLY AUTO PARTS                      | 1767-462799        | 04/07/2020 | 1578028            | 603.140.1450050       | 47.40            |
| O' REILLY AUTO PARTS                      | 1767-462820        | 04/07/2020 | 1578028            | 603.140.1450050       | 56.20            |
| O' REILLY AUTO PARTS                      | 1767-462876        | 04/07/2020 | 1578028            | 603.140.1450050       | 63.58            |
| OVERHEAD DOOR CO OF THE NORTHLAND         | 115430             | 04/07/2020 | 02/28/2020         | 603.00.5300.444.40040 | 1,109.61         |
| POMP'S TIRE SERVICE, INC.                 | 210461488          | 04/07/2020 | 4502557            | 603.00.5300.444.40041 | 396.00           |
| SHOWROOM AUTO CARE                        | 11579              | 04/07/2020 | 03/27/2020         | 603.00.5300.444.40041 | 179.95           |
| TASC GENESIS EMPLOYEE BENEFITS, INC       | IN1728146          | 03/19/2020 | Payroll            | 603.00.5300.444.30550 | 9.44             |
| TOTAL CONSTRUCTION & EQUIP.               | 17175              | 03/24/2020 | Job #40201022      | 603.00.5300.444.40040 | 328.05           |
| TRI-STATE BOBCAT INC.                     | P29643             | 03/24/2020 | 16312              | 603.00.5300.444.40041 | 97.70            |
| UNIFIRST CORPORATION                      | 0900543430         | 03/24/2020 | 1051948            | 603.00.5300.444.40065 | 182.32           |
| UNIFIRST CORPORATION                      | 0900543430         | 03/24/2020 | 1051948            | 603.00.5300.444.60045 | 48.80            |
| UNIFIRST CORPORATION                      | 090 0544788        | 04/07/2020 | 1051948            | 603.00.5300.444.40065 | 182.32           |
| UNIFIRST CORPORATION                      | 090 0544788        | 04/07/2020 | 1051948            | 603.00.5300.444.60045 | 35.55            |
| UNIFIRST CORPORATION                      | 090 546174         | 04/07/2020 | 1051948            | 603.00.5300.444.40065 | 182.32           |
| UNIFIRST CORPORATION                      | 090 546174         | 04/07/2020 | 1051948            | 603.00.5300.444.60045 | 35.55            |
| WORLD FUEL SERVICES                       | 159867257998-41801 | 04/07/2020 | 112741             | 603.00.5300.444.40041 | 138.10           |
| WORLD FUEL SERVICES                       | 160941397116-41801 | 04/07/2020 | 112741             | 603.00.5300.444.60012 | 72.54            |
| <b>Fund: 603 - CENTRAL EQUIPMENT</b>      |                    |            |                    |                       | <b>44,048.76</b> |
| US BANK EQUIPMENT FINANCE, INC.           | 410649818          | 04/07/2020 | 923425             | 604.00.2200.416.40050 | 2,555.00         |
| <b>Fund: 604 - CENTRAL STORES</b>         |                    |            |                    |                       | <b>2,555.00</b>  |

| Vendor Name                         | Payable Number | Post Date  | Description (Item) | Account Number        | Amount              |
|-------------------------------------|----------------|------------|--------------------|-----------------------|---------------------|
| CATHERINE M. PERME                  | 1226           | 04/07/2020 | 03/27/2020         | 605.00.7500.460.30700 | 3,890.00            |
| HUEBSCH SERVICES                    | 4485346        | 04/07/2020 | 100075             | 605.00.7500.460.40065 | 135.54              |
| LONE OAK COMPANIES                  | 84934          | 04/07/2020 | 03/30/2020         | 605.00.7500.460.50035 | 458.00              |
| MCKINSTRY ESSENTION LLC             | 20039210       | 04/07/2020 | 249290             | 605.00.7500.460.30700 | 15,875.00           |
| QUADIENT LEASING USA, INC.          | N8228601       | 04/07/2020 | 00115692           | 605.00.7500.460.40044 | 825.00              |
| TASC GENESIS EMPLOYEE BENEFITS, INC | IN1728146      | 03/19/2020 | Payroll            | 605.00.7500.460.30550 | 8.72                |
| <b>Fund: 605 - CITY FACILITIES</b>  |                |            |                    |                       | <b>21,192.26</b>    |
| CDW GOVERNMENT INC                  | XKR4340        | 04/07/2020 | 2394832            | 606.00.1400.413.80610 | 241.24              |
| <b>Fund: 606 - TECHNOLOGY FUND</b>  |                |            |                    |                       | <b>241.24</b>       |
| 1st CLASS AUTO SALES                | 03/18/2020     | 04/07/2020 | Escrow release     | 702.229.2307002       | 959.58              |
| BOLTON & MENK, INC.                 | 0246723        | 04/07/2020 | INGH               | 702.229.2292502       | 135.00              |
| CITY OF SAINT PAUL                  | IN40331        | 04/07/2020 | 77                 | 702.229.2291000       | 419.60              |
| EMMONS & OLIVIER RESOURCES          | 00095-0065-1   | 03/24/2020 | 02/08/2020         | 702.229.2287302       | 505.25              |
| EMMONS & OLIVIER RESOURCES          | 00095-0064-1   | 03/24/2020 | 02/16/2020         | 702.229.2292502       | 364.00              |
| EMMONS & OLIVIER RESOURCES          | 00095-0063-7   | 04/07/2020 | 03/18/2020         | 702.229.2282602       | 11,505.25           |
| EMMONS & OLIVIER RESOURCES          | 00095-0064-2   | 04/07/2020 | 03/18/2020         | 702.229.2282100       | 821.00              |
| EMMONS & OLIVIER RESOURCES          | 00095-0065-2   | 04/07/2020 | 03/18/2020         | 702.229.2287302       | 254.00              |
| INVER GROVE TOYOTA                  | 03/19/2020     | 04/07/2020 | Escrow release     | 702.229.2309902       | 1,687.50            |
| UNITED PROPERTIES LLC               | 03/18/2020     | 04/07/2020 | Escrow Closing     | 702.229.2284103       | 706.00              |
| <b>Fund: 702 - ESCROW FUND</b>      |                |            |                    |                       | <b>17,357.18</b>    |
| <b>Grand Total</b>                  |                |            |                    |                       | <b>1,092,310.68</b> |

## AGENDA ITEM \_\_\_\_\_

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

## REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: April 13, 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:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider approval of three (3) 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:

- **JACQUELINE LOYE: 4683 BLAINE AVE**
- **JACQUELINE LOYE: 4696 BLAINE AVE**
- **ROBERT DILLON: 7076 BLAINE AVE**

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

**RECOMMENDATIONS**

Community Development staff recommends approval of the license listed above.

**AGENDA ITEM \_\_\_\_\_****CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION****PERSONNEL ACTIONS**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact &  
 Reviewed by: Janet Shefchik, HR Manager  
 Prepared by: Cora Bauer, HR Coordinator

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

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

**Voluntary Resignations and or Terminations:**

Alexa Akemann, Kids Rock Assistant  
 Andrei Alexander, Ice Rink Attendant  
 Arianna Steenberg, Birthday Party Host  
 Carrie Kruse, Guest Service Worker  
 Cindy Sullivan, Fitness Instructor  
 Connor Phares, Lead Lifeguard  
 Connor Wolf, Parks Helper  
 Drew Vandehoef, Ice Rink Attendant  
 Emily Ukestad, Water Safety Instructor  
 Emma Johnson, Ice Rink Attendant  
 Eric Zimmer, Fitness Worker  
 Ian Gonder, Fitness Worker  
 Jadelyn Yang, Ice Rink Attendant  
 Jake Martin, Fitness Trainer  
 Jame Schmotter, Ice Rink Attendant  
 Joseph Polak, Street Helper

Joseph Waska, Lifeguard  
 Joshua Klint, Ice Rink Attendant  
 Joshua Stidham, Ice Rink Attendant  
 Kelly Geiger, Fitness Instructor  
 Kevin Killion, Ice Rink Attendant  
 Mackenzie Gall, Fitness Worker  
 Matthew Labarre, Ice Rink Attendant  
 Menucha Greenwald, Open Skate  
 Michael Stellmach, Parks Helper  
 Rachael Gilomen, Child Care Worker  
 Rashad Jefferson, Fitness Instructor  
 Ray Kalonda, Fitness Worker  
 Rhonda Robinette, Recreation Instructor

Kelsey Dobson, Evidence Technician  
 Todd Fredrickson, O&M Supervisor

**Retirements**

Jeff Lengsfeld, Lead Street Worker

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

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Janet Shefchik, H.R. Manager  
 Prepared by: Janet Shefchik  
 Reviewed by: Joe Lynch, City Administrator

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the revised 2020 Seasonal/Temporary Pay Plan

**SUMMARY**

This item was previously tabled by Council on 3/23/20, pending additional information regarding the 2019 seasonal/temporary pay plan. The requested information has since been communicated to Council by Eric Carlson, Parks and Recreation Director.

Last year the City Council approved the 2020 Seasonal/Temporary Pay Plan that has been in effect since the beginning of this year. As Council is aware, City positions and seasonal/temporary positions in particular, have become harder and harder to fill over the last few years. In addition, as a result of the tight job market, supervisors can no longer count on staff to return from year to year.

Inconsistencies in the way staff are paid by various supervisors and departments have also caused some staff to voice concerns over feeling stagnated or left behind when it comes to pay increases. Unfortunately, this has resulted in the City losing some of its most experienced staff to other employers. While these are seasonal and temporary staff, they are critical to the success of City operations and account for the largest number of City employees.

As a majority of the seasonal and temporary staff work in the Parks and Recreation Department, Eric Carlson took on the task of reviewing the seasonal/temporary pay plan to correct for these issues. He researched market rates, grouped positions together in tiers by relative worth, and proposed a pay plan that allows staff to progress through steps based on experience. He has also incorporated a referral program for hard to fill positions, which will help with attraction and retention, and reduce the cost of advertising and retraining associated with turnover. Eric then shared the proposed plan with his own supervisors and other City Department Heads to receive feedback and make adjustments. The attached pay plan is the final draft resulting from these efforts.

Although seasonal/temporary positions are not subject to the MN Pay Equity Act and the City's classification/compensation plan, their pay plan has historically been approved by City Council. As the proposed pay plan seeks to help the City attract and retain quality employees, staff recommends approval of the attached 2020 Seasonal/Temporary Pay Plan, effective beginning 4/1/2020, through 12/31/2020.

**City of Inver Grove Heights 2020 Seasonal/Temporary Pay Plan**  
**Effective April 1, 2020**

|   |                                        |                          | Step     |          |          |          |          |          |          |          |          |          |
|---|----------------------------------------|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|   |                                        |                          | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
| 1 | Cart Person                            | Golf Course              | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Range Picker                           | Golf Course              | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Ranger                                 | Golf Course              | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Starter                                | Golf Course              | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Recreation Assistant                   | Recreation               | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Skating Rink Attendant                 | Recreation               | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Special Events Attendant               | Recreation               | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Pool Attendant                         | VMCC - Aquatics          | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Fitness Worker                         | VMCC - Fitness           | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Birthday Party Host                    | VMCC - Guest Service     | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Child Care Worker                      | VMCC - Guest Service     | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Gym/Facility Attendant                 | VMCC - Guest Service     | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Open Skate Guard                       | VMCC - Guest Service     | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Ticket Seller/Taker                    | VMCC - Guest Service     | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
| 1 | Kids ROCK Assistant                    | VMCC - Kids ROCK         | \$ 10.00 | \$ 10.50 | \$ 11.03 | \$ 11.58 | \$ 12.16 | \$ 12.76 | \$ 13.40 | \$ 14.07 | \$ 14.77 | \$ 15.51 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| 2 | Recording Secretary                    | Administration           | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Golf Course Concessionaire             | Golf Course              | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Golf Course F & B Concessionaire       | Golf Course              | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Golf Maintenance Helper/Laborer        | Golf Course              | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Park Maintenance Helper                | Parks                    | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Street Maintenance Helper              | Public Works - Streets   | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Utility Maintenance Helper             | Public Works - Utilities | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Recreation Instructor I                | Recreation               | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Lifeguard                              | VMCC - Aquatics          | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Non-Certified Swim Instructor          | VMCC - Aquatics          | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | Guest Service Worker                   | VMCC - Guest Service     | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
| 2 | VMCC Operations Helper                 | VMCC - Operations        | \$ 11.25 | \$ 11.81 | \$ 12.40 | \$ 13.02 | \$ 13.67 | \$ 14.36 | \$ 15.08 | \$ 15.83 | \$ 16.62 | \$ 17.45 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| 3 | On-Call Clerk                          | Finance                  | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Recreation Instructor II               | Recreation               | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Recreation Leader                      | Recreation               | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Any City Intern                        | Various                  | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Lead Lifeguard                         | VMCC - Aquatics          | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Water Safety Instructor                | VMCC - Aquatics          | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
| 3 | Kids ROCK Leader                       | VMCC - Kids ROCK         | \$ 12.50 | \$ 13.13 | \$ 13.78 | \$ 14.47 | \$ 15.19 | \$ 15.95 | \$ 16.75 | \$ 17.59 | \$ 18.47 | \$ 19.39 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| 4 | Recreation Official                    | Recreation               | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
| 4 | Recreation Program Assistant           | Recreation               | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
| 4 | Swim Lesson Manager                    | VMCC - Aquatics          | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
| 4 | Manager on Duty                        | VMCC - Guest Service     | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
| 4 | Kids Rock Coordinator                  | VMCC - Kids ROCK         | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
| 4 | Skate Instructor                       | VMCC - LTS               | \$ 13.50 | \$ 14.18 | \$ 14.88 | \$ 15.63 | \$ 16.41 | \$ 17.23 | \$ 18.09 | \$ 19.00 | \$ 19.95 | \$ 20.94 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| 5 | Instructor Trainer                     | Recreation               | \$ 19.00 | \$ 19.95 | \$ 20.95 | \$ 21.99 | \$ 23.09 | \$ 24.25 | \$ 25.46 | \$ 26.73 | \$ 28.07 | \$ 29.48 |
| 5 | Fitness Instructor - Lessons           | VMCC - Fitness           | \$ 19.00 | \$ 19.95 | \$ 20.95 | \$ 21.99 | \$ 23.09 | \$ 24.25 | \$ 25.46 | \$ 26.73 | \$ 28.07 | \$ 29.48 |
| 5 | Ice Programs Coordinator               | VMCC - LTS               | \$ 19.00 | \$ 19.95 | \$ 20.95 | \$ 21.99 | \$ 23.09 | \$ 24.25 | \$ 25.46 | \$ 26.73 | \$ 28.07 | \$ 29.48 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| 6 | Fitness Instructor - Personal Training | VMCC - Fitness           | \$ 22.56 | \$ 23.69 | \$ 24.87 | \$ 26.12 | \$ 27.42 | \$ 28.79 | \$ 30.23 | \$ 31.74 | \$ 33.33 | \$ 35.00 |
| 6 | Fitness Instructor - Specialty Classes | VMCC - Fitness           | \$ 22.56 | \$ 23.69 | \$ 24.87 | \$ 26.12 | \$ 27.42 | \$ 28.79 | \$ 30.23 | \$ 31.74 | \$ 33.33 | \$ 35.00 |
|   |                                        |                          |          |          |          |          |          |          |          |          |          |          |
| - | Head Election Judges                   | Administration           | \$14.00  |          |          |          |          |          |          |          |          |          |
| - | Student/Election Judges                | Administration           | \$12.00  |          |          |          |          |          |          |          |          |          |
| - | Fire Academy Instructors               | Fire                     | \$13.50  | \$ 18.00 |          |          |          |          |          |          |          |          |
| - | Police Laborer                         | Police                   | \$15.00  |          |          |          |          |          |          |          |          |          |

Supervisor has discretion to start a new employee in Steps based on previous experience, job market, and department needs and move Steps based on performance (performance evaluation forms are not required to be completed for Seasonal/Temporary employees).

Mid-year modifications to this plan may be made as necessary to ensure market viability, as approved by the City Administrator and implemented by H.R.

Steps for future pay plans will receive a COLA increase based on market demands as a part of the annual budget process and changes in the minimum wage.

Referrals: Upon approval of the Department Head, Supervisors may request that certain hard to fill positions be designated as eligible for the referral award program. For those position postings indicated as Referral Award Eligible, the following applies: A current Seasonal/Temporary employee that refers a new (first time) Seasonal/Temporary employee will be eligible for a *one time* \$100 lump sum, if the referred employee works 200 hours in a 6-month period. The new employee must indicate "Employee Referral" in response to Question 10 on their initial employment application, and indicate the name of the referring employee in response to Question 11. In addition, the referring employee must complete a referral award request form in order to be considered for processing.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Awarding Contract to Crack Fill and Sealcoat Trails at Rich Valley Athletic Complex.**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson 651-450-2587  
 Prepared by: Brian Swoboda  
 Reviewed by: Eric Carlson

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider approving low quote to crack fill and sealcoat interior trails around the softball/baseball fields. The contract will not exceed \$23,000.

**SUMMARY**

The trails and parking lots at Rich Valley Athletic Complex were installed in 1997. The pavement has been maintained routinely to extend its useful life. In 2018 and 2019 all parking lots and exterior trails were crack filled and seal coated. To continue with best maintenance practices, staff recommends approval for the parks internal trails. The work will consist of routing and blowing out cracks and filling with rubberized asphalt crack sealant. Once complete, all interior trails will be seal coated with GSB-88 a black slag/sand slurry designed for trails.

Two contractors were solicited to quote this project. The quotes are as listed:

| Contractor      | Price       |
|-----------------|-------------|
| Fahrner Asphalt | \$22,188.90 |
| Astech          | \$28,656.88 |

Staff recommends City Council to approve Fahrner Asphalt to complete the described work for \$22,188.90. The project would be funded out of Fund 440 (Pavement Management Fund)



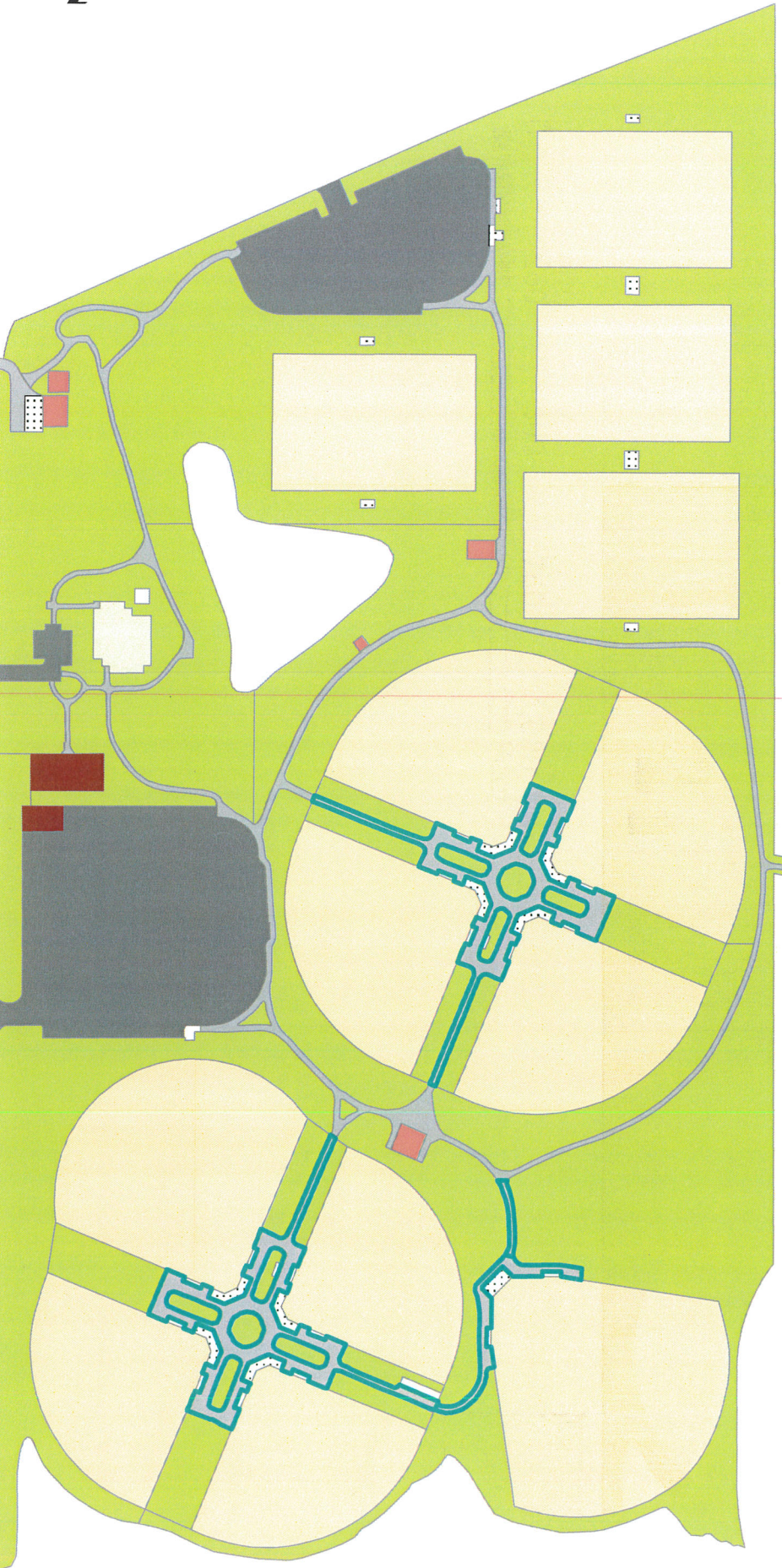
# Park Features

|                                                                                    |                            |                                                                                     |            |
|------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------|------------|
|  | Bituminous Seal Coat Areas |  | Fields     |
|  | Other Bituminous Trails    |  | Buildings  |
|  | Concrete                   |  | Playground |
|  | Parking_Lots               |  | Courts     |
|  | Mowing Areas               |                                                                                     |            |



City of  
Inver Grove Heights  
Rich Valley Athletic Complex  
Seal Coat Areas

Seal Coat Area: 69,377 Sq.Ft.



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED TO THE BEST OF THE CITY OF INVER GROVE HEIGHTS AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights  
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## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Pay Request #2 - General Sheet Metal Company, LLC for the VMCC/Grove HVAC Project**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson - 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Shannon Battles

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve Pay Request #2 to General Sheet Metal Company, LLC in an amount of \$288,083.

**SUMMARY**

The City awarded a contract to General Sheet Metal Company, LLC on July 22, 2019 in the amount of \$378,000.00. The project is funded by the VMCC/Grove Capital Improvement Budget. On February 10<sup>th</sup> the Council approved Change Order #1 in the amount of \$3,245 to related to the relocation of a floor drain.

The contract with General Sheet Metal Company, LLC is as follows:

|                                  |                    |
|----------------------------------|--------------------|
| General Sheet Metal Company, LLC | \$378,000.00       |
| Change Order #1                  | <u>\$ 3,245.00</u> |
| Total                            | \$381,245.00       |

The overall project costs are as follows:

|                                                |                  |                        |
|------------------------------------------------|------------------|------------------------|
| MEI - Preparation of Plans & Specifications    | \$ 19,750        | Design and Engineering |
| Contract with General Sheet Metal Company, LLC | \$378,000        | Construction Contract  |
| Change Order #1                                | \$ 3,245         | Drain Relocation       |
| <b>Total</b>                                   | <b>\$400,995</b> |                        |



# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER: **CITY OF INVER GROVE HTS**  
**8150 BARBARA AVE**  
**INVER GROVE HTS MN 550773412**

PROJECT #: \_\_\_\_\_

FROM CONTRACTOR: **GENERAL SHEET METAL**  
**2330 Louisiana Ave. N.**  
**Minneapolis, MN 55427**

VIA ARCHITECT: \_\_\_\_\_

CONTRACT FOR: **196745** **CITY OF IGH-LAP POOL**

APPLICATION NO: **04/02/2020** Distribution to:  
 PERIOD TO: ☐ OWNER  
 PROJECT NOS.: ☐ ARCHITECT  
☐ CONTRACTOR  
 CONTRACT DATE: ☐

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....\$ **378,000.00**
2. Net change by Change Orders .....\$ **3,245.00**
3. CONTRACT SUM TO DATE (Line 1 + 2) .....\$ **381,245.00**
4. TOTAL COMPLETED & STORED TO DATE .....\$ **313,245.00**  
 (Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work .....\$ **15,662.00**  
 (Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material .....\$ \_\_\_\_\_  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or  
 Total in Column I of G703) .....\$ **15,662.00**
6. TOTAL EARNED LESS RETAINAGE .....\$ **297,583.00**  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....\$ **9,500.00**  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .....\$ **288,083.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....\$ **83,662.00**  
 (Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner |           |            |
| Total approved this Month                          |           |            |
| TOTALS                                             |           |            |
| NET CHANGES by Change Order                        |           |            |

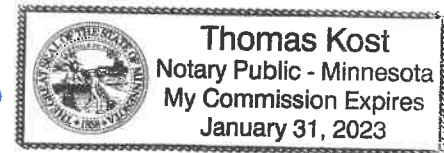
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: \_\_\_\_\_ Date: **4-2-20**

State of: **MINNESOTA**  
 County of: **HENNEPIN**  
 Subscribed and sworn to before me this **2** day of **April** 2020

Notary Public: **Thomas Kost**  
 My Commission expires: **1/31/2023**



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 .....\$ \_\_\_\_\_

(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: \_\_\_\_\_

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

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

04/02/2020

00/00/0000

[illegible]

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Awarding a Contract for Salem Hills Park Athletic Court Project**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Brian Swoboda-651-450-2582  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Staff recommends hiring Bituminous Roadways Inc. for a Total Project of \$154,750 (base bid + Alt 2) for the Salem Hills athletic court project. In addition, approve hiring Fred Kolkman Tennis and Sport Court Surface LLC. in the amount not to exceed \$6,500 for construction observation. The project is funded from the Park Capital Replacement Plan (Fund 444).

**SUMMARY**

The Salem Hills courts were constructed in 1990 and have been repaired and resurfaced in 1999, 2004, 2010, 2015. The typical life span of sport courts like these is 25 years given our climate. These 30- year old courts have been looked at by several sport court professionals and have been deemed beyond their useful life.

The base bid consists of milling and raising existing surface, installing new 8ft. galvanized border fence and installing a 6ft. divider fence. Fencing shall include 6ft. PVC slatting on north and south fences and 4 ft. slatting on divider fences. The plans call for 4 gates that will be 4ft wide and will be ADA accessible. There will also be 2 leaf gates installed on the north end for maintenance purposes. Courts will be coated/painted bi-color blue/gray with white lines and exterior will be green, identical to the North Valley courts.

We opened sealed bids on Tuesday April 7<sup>th</sup> as follows:

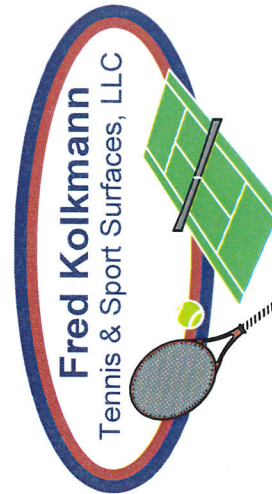
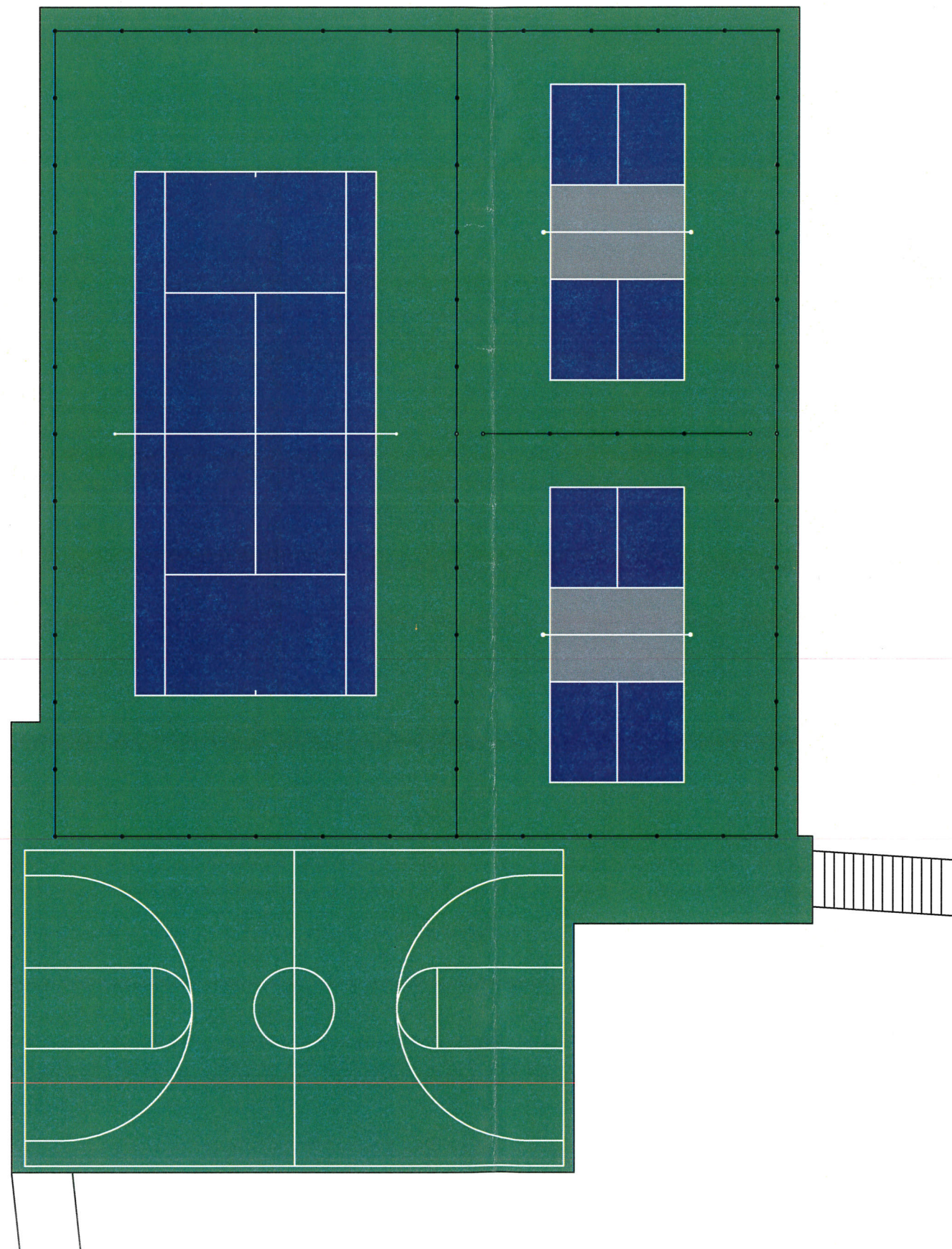
| Company                  | Base Bid     | Alt. Bid #1 | Alt Bid #2 | Alt. Bid #3 |
|--------------------------|--------------|-------------|------------|-------------|
| Bituminous Roadways Inc. | \$150,450    | \$11,300    | \$4,300    | \$4,900     |
| T.A Schifsky & Sons Inc. | \$194,000    | \$9,625     | \$4,500    | \$1,045     |
| Meyer Contracting        | \$226,004.69 | \$10,979    | \$5,265    | \$4,452     |

- Alt 1 upgrade fencing from galvanized to black vinyl
- Alt 2 add galvanized fence at end of basketball court
- Alt 3 upgrade basketball fence from galvanized to black vinyl

The tentative Project Timeline from start to finish are as follows:

| Date:           | Description:                       |
|-----------------|------------------------------------|
| April 13, 2020  | Recommend Approval by City Council |
| April 14, 2020  | Notify Contractor of Approval      |
| April 22, 2020  | Pre-Con Meeting on Site            |
| April 27, 2020  | Tentative Start Date               |
| August 28, 2020 | Completion Date                    |





Fred Kolkmann Tennis  
And Sport Surfaces, LLC  
1921 Mayfair Rd. Grafton, WI 53024  
www.kolkmanncourtbuilder.com  
Courtbuilder@ameritech.net  
262-685-7507

Salem Hills Park  
1642 Upper 55th St.,  
Inver Grove Heights  
MN 55077

### Conceptual Option 2

|           |            |
|-----------|------------|
| Project # | 19-024     |
| Sheet #   | 4          |
| Date      | 10-22-2019 |
| CAD By    | Peter K.   |
| Scale     | NTS        |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Contractor for Birthday Party Room Improvements**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Approve a quote from Empire Door & Glass in the amount of \$35,578 and a quote from Olsen Fire Protection in the amount of \$9,630 for birthday party room improvements. The total project cost will not exceed \$50,000 and is funded from the VMCC/Grove budget.

**SUMMARY**

The VMCC/Grove hosts approximately 250 birthday parties in a typical year generating approximately \$50,000 in revenue. Our current birthday party room limits the number of participants to approximately 20 and we regularly receive request for parties of 30-40 people. We are proposing to make a room that can be used for multiple purposes including being able to accommodate larger birthday party rentals. We propose to add a glass wall in the lobby area and have received the follow quotes:

|                           |          |
|---------------------------|----------|
| Empire Door & Glass       | \$35,578 |
| Construct-All Corporation | \$49,995 |
| Diversified Construction  | \$53,245 |

To meet building and fire codes we also need to make some adjustments to our fire sprinkler system (contractor Olsen Fire) which will be \$9,630.

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Resolution Authorizing Application to the Transportation Advisory Board (TAB) for 2020 Regional Solicitation Grant Funds to Support Construction of an off-Street Trail Along Babcock Trail**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Authorize submittal of Regional Solicitation Grant and approve attached resolution.

**SUMMARY**

The City completed a Trail Gap Study in 2011 which identified many “gaps” in the city’s trail/sidewalk network. Since then, the City has pursued closing these “gaps” at opportune times in conjunction with development, street improvement project and/or park improvement projects.

One of the more significant gaps identified in the study include a gap along Babcock Trail (County Road 73) between Upper 55<sup>th</sup> and 494. To plan for future construction of the trail, the City and County worked cooperatively to fund a 30% plan set for the project and in December 2017 the Council accepted the feasibility.

The project has an estimated construction cost of \$450,000 and would be funded by the County and City. Another potential funding source for the project is the 2020 Regional Solicitation Grant which would pay up to 80% of the project costs. It is recommended the Council authorize for the submittal of the grant and approve the attached resolution.

We last applied for this grant opportunity in 2018 and just missed being funded.



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

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

**RESOLUTION AUTHORIZING APPLICATION TO THE TRANSPORTATION ADVISORY BOARD (TAB) FOR  
2020 REGIONAL SOLICITATION GRANT FUNDS TO SUPPORT CONSTRUCTION OF AN OFF-STREET TRAIL  
ALONG BABCOCK TRAIL.**

**WHEREAS**, the Metropolitan Council and the TAB have announced a solicitation for 2024 and 2025 federal funding for motorized and non-motorized transportation projects; and

**WHEREAS**, the program will fund up to 80 percent of project right of way and construction costs; and

**WHEREAS**, non-federal funds must be at least 20 percent of the project costs; and

**WHEREAS**, an application must be submitted by May 15, 2020 for consideration; and

**WHEREAS**, the Babcock Trail corridor has been identified by the Metropolitan Council as a Regional Bicycle Transportation Network Corridor; and

**WHEREAS**, the City of Inver Grove Heights and Dakota County partnered together to complete a feasibility study for the Babcock Trail in 2017 and strongly support construction of the Babcock Trail, Trail.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Inver Grove Heights that the City supports seeking Regional Solicitation Grant Funding for the construction of a bicycle/pedestrian trail along Babcock Trail.

**BE IT FURTHER RESOLVED**, by the City Council for the City of Inver Grove Heights hereby approves the submittal of a Regional Solicitation application for the construction of an off-street bicycle/pedestrian trail along Babcock Trail from the I-494 E bridge to Upper 55<sup>th</sup> Street E.

Passed and duly adopted by the City Council of the City of Inver Grove Heights, Minnesota, this 13<sup>th</sup> day of April, 2020.

---

George Tourville, Mayor

ATTEST:

---

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve an Agreement relating to removal of the existing home on property located at 6515 Babcock Trail**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve an Agreement relating to removal of existing home on property located at 6515 Babcock Trail.

**SUMMARY**

The above-mentioned property is zoned A, Agricultural. Agricultural districts are allowed one single family dwelling per lot. There is currently one home located on the property that was constructed in 1950. The owner would like to construct a new single-family dwelling on the property and demolish the existing home. The attached agreement would allow the owner to occupy the existing home until the new home is completed with the understanding the existing home would be removed within 30 days of occupancy of the new home.

**RECOMMENDATION**

City Staff: Staff recommends approval of the agreement as presented.

Attachments: Agreement related to removal of existing home on property

**AGREEMENT RELATED TO REMOVAL OF EXISTING HOME ON PROPERTY  
LOCATED AT 6515 BABCOCK TRAIL,  
INVER GROVE HEIGHTS, MINNESOTA**

**THIS AGREEMENT RELATED TO REMOVAL OF EXISTING HOME ON PROPERTY LOCATED AT 6515 BABCOCK TRAIL** (Agreement) is made this 13<sup>th</sup> day of January, 2020, between Thomas Fee and Deborah Fee, husband and wife, hereafter defined as "Owner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

**RECITALS**

**WHEREAS**, the real property (hereafter referred to as "Property") referred to in this Agreement is located in Inver Grove Heights, Dakota County, Minnesota and is legally described on **Exhibit A** attached hereto.

**WHEREAS**, Owner owns the Property.

**WHEREAS**, there is currently a single-family dwelling located on the Property which was constructed in or around 1950 (hereafter referred to as "Existing Home").

**WHEREAS**, Owner has submitted building plans to the City and applied for a building permit to remove the Existing Home from the Property and construct a new single-family dwelling on the Property (hereafter referred to as "New Home").

**WHEREAS**, Owner has requested that the City allow Owner to continue occupying the Existing Home on the Property while constructing the New Home on the Property.

**WHEREAS**, the Property is zoned A - Agricultural.

**WHEREAS**, the Inver Grove Heights Zoning Code states that properties located in the Agricultural District are allowed one (1) single-family dwelling per lot.

**WHEREAS**, the City has agreed to allow Owner to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.

**WHEREAS**, the City has agreed to issue a building permit to the Owner for the construction of the New Home upon Owner entering into this Agreement with the City and upon Owner entering into the Custom Grading Agreement and Stormwater Facilities Maintenance Agreement between the City and Owner of even date herewith.

**NOW THEREFORE**, in consideration of the City issuing a building permit for construction of the New Home and in consideration of the City allowing Owner to occupy the Existing Home in the course of constructing the New Home, Owner and the City hereby agree as follows:

**SECTION 1.**  
**OWNER'S COVENANTS**

- 1.1 Owner acknowledges and agrees that no building permit will be issued by the City for construction of the New Home on the Property until Owner executes this Agreement.
- 1.2 Owner acknowledges and agrees that a condition of the building permit is that Owner will be allowed to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.
- 1.3 Owner will remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first. As part of the removal of the Existing Home, Owner will comply with the rules and regulations relating to closure and abandonment of the septic system associated with the Existing Home; such septic system must be properly abandoned and closed within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.
- 1.4 The Owner has deposited \$2,500 in cash with the City (hereafter "Escrow Amount") contemporaneously with execution of this Agreement. The Escrow Amount shall be used by the City to pay, among other things, attorney expenses in drafting this Agreement and to reimburse the City for related staff review time at the City's standard rates charged for such tasks. The Escrow Amount shall also be used by the City as referenced in the Custom Grading Agreement and Stormwater Facilities Maintenance Agreement between the City and Owner of even date herewith. Upon execution and recording of this Agreement, the City shall return to the Owner any remaining portion of the Escrow Amount not otherwise previously charged the Owner.

**SECTION 2.**  
**CITY'S COVENANTS**

- 2.1 The City agrees to issue a building permit to Owner for construction of the New Home on the Property upon Owner executing this Agreement.
- 2.2 The City agrees to allow Owner to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.

**SECTION 3.**  
**CITY REMEDIES UPON OWNER DEFAULT**

3.1 **City Remedies.** If Owner defaults by not removing the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, then the City may avail itself of all remedies under law or in equity, including the remedy of mandatory injunctive relief and the remedy of specifically enforcing this Agreement.

**SECTION 4.**  
**MISCELLANEOUS**

- 4.1 **No Assumption of Obligations.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform any obligations of the Owner contained herein if Owner does not perform such obligations.
- 4.2 **No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.
- 4.3 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.
- 4.4 **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

**ATTEST:**

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA     )  
                                      )     ss.  
COUNTY OF DAKOTA     )

On this 13<sup>th</sup> day of April, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**OWNER:**

\_\_\_\_\_  
Thomas Fee

\_\_\_\_\_  
Deborah Fee

STATE OF MINNESOTA    )  
                                  )  
COUNTY OF DAKOTA    )       ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2020, by Thomas Fee and Deborah Fee, 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 PROPERTY**

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

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

**AGENDA ITEM \_\_\_\_\_****CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION****Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail**

Meeting Date: April 13, 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:                 |
| <input checked="checked" type="checkbox"/> | None                               |
| <input type="checkbox"/>                   | Amount included in current budget  |
| <input type="checkbox"/>                   | Budget amendment requested         |
| <input type="checkbox"/>                   | FTE included in current complement |
| <input type="checkbox"/>                   | New FTE requested – N/A            |
| <input type="checkbox"/>                   | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.

**SUMMARY**

The owner of 4709 Babcock Trail is 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 owner, Joseph Patrick Bonfe II, has provided the required grading and erosion control plans. He has also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 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 will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owner has also agreed to execute a SWFMA for an infiltration basin to be constructed on the lot. In addition, he will be providing a drainage and utility easement on the perimeter of the lot, and along the lake.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.

TJK/mw

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

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CUSTOM GRADING AGREEMENT** (Agreement) is made and entered into on the 13th day of April, 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, storm water management improvements and associated landscaping;

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

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

**WHEREAS**, the Owner has filed four (4) complete sets of the Development Plans with the City;

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

corporation.

**1.3 OWNER.** "Owner" means Bonfe Builders LLC, a Minnesota limited liability company, and its successors and assigns.

**1.4 DEVELOPMENT PLANS.** "Development Plans" means the Certificate of Survey dated March 25, 2020 prepared by Kemper & Associates Inc. and approved by the City Engineer on April 1, 2020. The Development Plans are attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subdivision ordinances, zoning ordinances and environmental regulations.

**D. FEE TITLE.** The Owner owns fee title to the Property.

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

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

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

**B. AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

**If to Owner:**  
Bonfe Builders LLC  
10165 Powers Lake Trail  
Woodbury, MN 55129

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 may be recorded by the City. No building permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been signed by the Owner.

## **ARTICLE 3** **IMPROVEMENTS**

**3.1 IMPROVEMENTS.** The Owner shall install, at its 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 ensure 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 PAVING OF DRIVEWAY.** The Owner must pave 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 Developer shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner and Developer agree 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 Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer 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 1.17 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.** In addition to the Escrow Amount, the

Owner has deposited \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”).

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 \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

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

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

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

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

**11.4 RECORDING.** The City may record this Agreement with the Dakota County Recorder.

**11.5 BINDING AGREEMENT.** This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor’s and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this

Agreement.

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

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

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

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

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

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

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

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

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 13<sup>th</sup> day of April, 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:  
BONFE BUILDERS LLC**

By: \_\_\_\_\_  
Joseph Patrick Bonfe II  
Its: Chief Executive Officer

STATE OF MINNESOTA    )  
                                          )  
COUNTY OF \_\_\_\_\_  )       ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public within and for said County, personally appeared Joseph Patrick Bonfe II, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Bonfe Builders LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Bonfe Builders LLC by authority of the Board of Governors of said limited liability company.

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

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

**AFTER RECORDING, PLEASE  
RETURN 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 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.

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

| <b><u>PLAN</u></b>    | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b> |
|-----------------------|--------------------------------------------|-------------------------------|
| Certificate of Survey | 3-25-2                                     | Kemper & Associates, Inc.     |

The Development Plans were approved by the City Engineer on April 1, 2020.

## 4709 BABCOCK TRAIL

CITY OF ENVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA  
(PROPOSED SITE & GRADING AND EROSION CONTROL PLAN)



#### ZONING REQUIREMENTS

TOWNCE-B-12 (2) - ONE FAMILY RESIDENTIAL, SUBJECT  
 SUBJECT TO SHORELAND MANAGEMENT OVERLAY DISTRICT  
 MINIMUM LOT AREA = 12,000 SQ. FT. (B-12)  
 MINIMUM LOT WIDTH = 80 FEET (B-12)  
 MAXIMUM PERMITTED SURFACE AREA = 25% (SHORELAND)  
 MAXIMUM HEIGHT = 20 FEET (B-12 & (C) & (D))  
 BUILDING RESTRICTIONS:  
 FRONT = 30 FEET (B-12)  
 SIDE = 10 FEET (B-12) OR 50 FEET FROM ROAD CENTERLINE,  
 WHICHEVER IS GREATER (SHORELAND MANAGEMENT OVERLAY DISTRICT)  
 SIDE = 10 FEET  
 GARAGE SIDE = 10 FEET  
 LOT ATTACHED GARAGE WITH NO LIVING  
 SPACE OFFICE ABOVE, WITH IN  
 FRONT OF (OR BEHIND) LOT TO MEET  
 THE MINIMUM SIDE YARD SETBACK  
 REQUIREMENTS FOR ACCESSORY  
 STRUCTURES  
 ORDINARY HATCH WATER MAIN = 75 FEET  
 EXCEPTED REQUIREMENTS (SHORELAND MANAGEMENT OVERLAY DISTRICT)  
 (AS PER CITY OF ANCHORAGE HEIGHTS ZONING CODE)

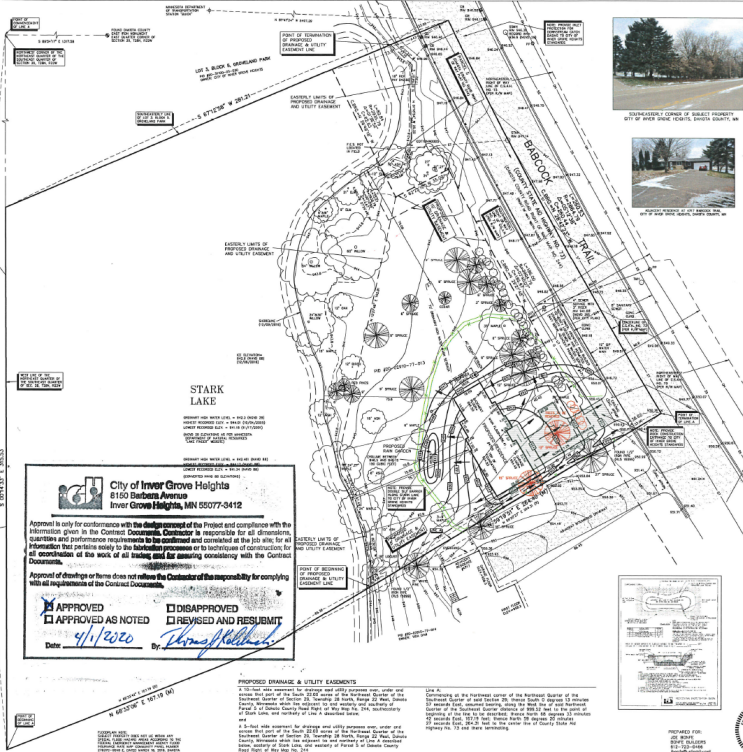
NOTE: APPROVED BY SENATE 6/27/2005 AND  
FACULTY REPRESENTATIVE 6/27/2005

[illegible]

## KEMPER &amp; ASSOCIATES, INC.

KEMPER & ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
720 OLD HIGHWAY 8 N.W.  
NEW ORLEANS, LOUISIANA 70112  
504-633-6381

CERTIFICATE OF SURVEY



LEGAL DESCRIPTION

WARRANTY DEED DOCUMENT NO. 3154852

## AREA STUDIES

**NET ACREAGE SUMMARY**

TOTAL DESIRED PROPERTY = 100,000 SQ. FT. OR  
2.2500 ACRES

PORTION WITHIN RIGHT OF WAY FOR BARCOCK  
TRAIL = 53,000 SQ. FT. OR 1.2090 ACRES

TOTAL AREA TO SHORELINE OF STAIN LAKE =  
477,570 SQ. FT. OR 10.88 ACRES

NET AREA BETWEEN RIGHT OF WAY LINES OF  
BARCOCK TRAIL AND SHORELINE OF STAIN LAKE =  
424,570 SQ. FT. OR 9.63 ACRES

PROPOSED RAIL RIGHT-OF-WAY: 1,000 FT.  
PROPOSED BEAR = 100 FT.  
PROPOSED DIVERTER = 500 FT.  
PROPOSED GOLFERS WALK & TRAMP = 60 FT.  
TOTAL PROPOSED INTERIOR SURFACE CORRIDOR =

PROPOSED  
EARTHWORK ESTIMATE

PROPOSED CUT VOLUME =  
80 CUBIC YARDS

PROPOSED FILL VOLUME =  
254 CUBIC YARDS



PROPOSED  
2000-2001 Budget

ELEVATION SUMMARY  
FIRST FLOOR = \$55.41  
BASEMENT FLOOR = \$48.50  
GARAGE FLOOR = \$54.49  
TOP OF FOUNDATION = \$58.8

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I HEREBY CERTIFY THAT THIS SURVEY IS  
IN ACCORD WITH PREVIOUSLY SET BY THE  
COMMISSIONER OF MINNESOTA LAND SURVEYING.  
I AM A FULLY LICENSED PROFESSIONAL LAND  
SURVEYOR UNDER THE LAWS OF THE STATE  
OF MINNESOTA.

*Mark O. Kasper*  
MARK O. KASPER, PLS. 18407

**APPENDIX 2**  
**IMPROVEMENTS**

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

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                     | <b><u>IMPROVEMENT</u></b>                            |
|-----------------------|---------------------------------------------------|------------------------------------------------------|
| <u>  X  </u>          | Prior to obtaining building permit                | Grading, drainage, and<br>sediment & erosion control |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Sewer and water service lines                        |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Stormwater facilities<br>(raingarden)                |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Driveway                                             |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | As-built                                             |
| <u>  X  </u>          | Within 6 months after Certificate<br>of Occupancy | Landscaping                                          |

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL, INVER GROVE HEIGHTS,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 13<sup>th</sup> day of April, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Bonfe Builders LLC, a Minnesota limited liability company (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 Bonfe Builders LLC, a Minnesota limited liability company, and its 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 lying within the Landowner Property.

**1.5    Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Kemper & Associates, Inc. dated March 25, 2020, and

approved by the City Engineer on April 1, 2020. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

**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.

**1.9 Custom Grading Agreement.** “Custom Grading Agreement” means that certain Custom Grading Agreement for 4709 Babcock Trail by and between the City and Landowner dated April 13, 2020.

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

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

**Recital No. 2.** Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

**Recital No. 3.** The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, 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 issuance of a certificate of occupancy by the City for the Landowner Property, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

**3.2 Maintenance of Storm Water Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 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); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;



- 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 B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Owner;
    - d. As built plans of the Storm Water Facilities;
    - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
    - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

**3.4 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 \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

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

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

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

#### **ARTICLE 5** **CITY’S COVENANTS**

**5.1 Approval of Development Plans.** The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City in the Custom Grading Agreement are met, the Council will approve the Development Plans referenced in the Custom Grading Agreement for the Landowner Property.

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

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

**If to Landowner:** Bonfe Builders LLC  
10165 Powers Lake Trail  
Woodbury, MN 55129

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 13<sup>th</sup> day of April, 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:**  
**BONFE BUILDERS LLC**

By: \_\_\_\_\_  
Joseph Patrick Bonfe II  
Its: Chief Executive Officer

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public within and for said County, personally appeared Joseph Patrick Bonfe II, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Bonfe Builders LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Bonfe Builders LLC by authority of the Board of Governors of said limited liability company.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

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

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

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.



## **EXHIBIT B**

### **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

| <b>Maintenance Activity</b>                                                      | <b>Frequency</b>                                           | <b>Procedure</b>                                                                                                              | <b>Maintenance Done By</b>       |
|----------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 1. Sediment, trash and debris removal from inlet, outlets, pipes and structures. | Annually in spring and fall as needed.                     | Remove trash and/or debris. Pruning and weeding, mow filter strip                                                             | 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 C**  
**ANNUAL INSPECTION FORM**

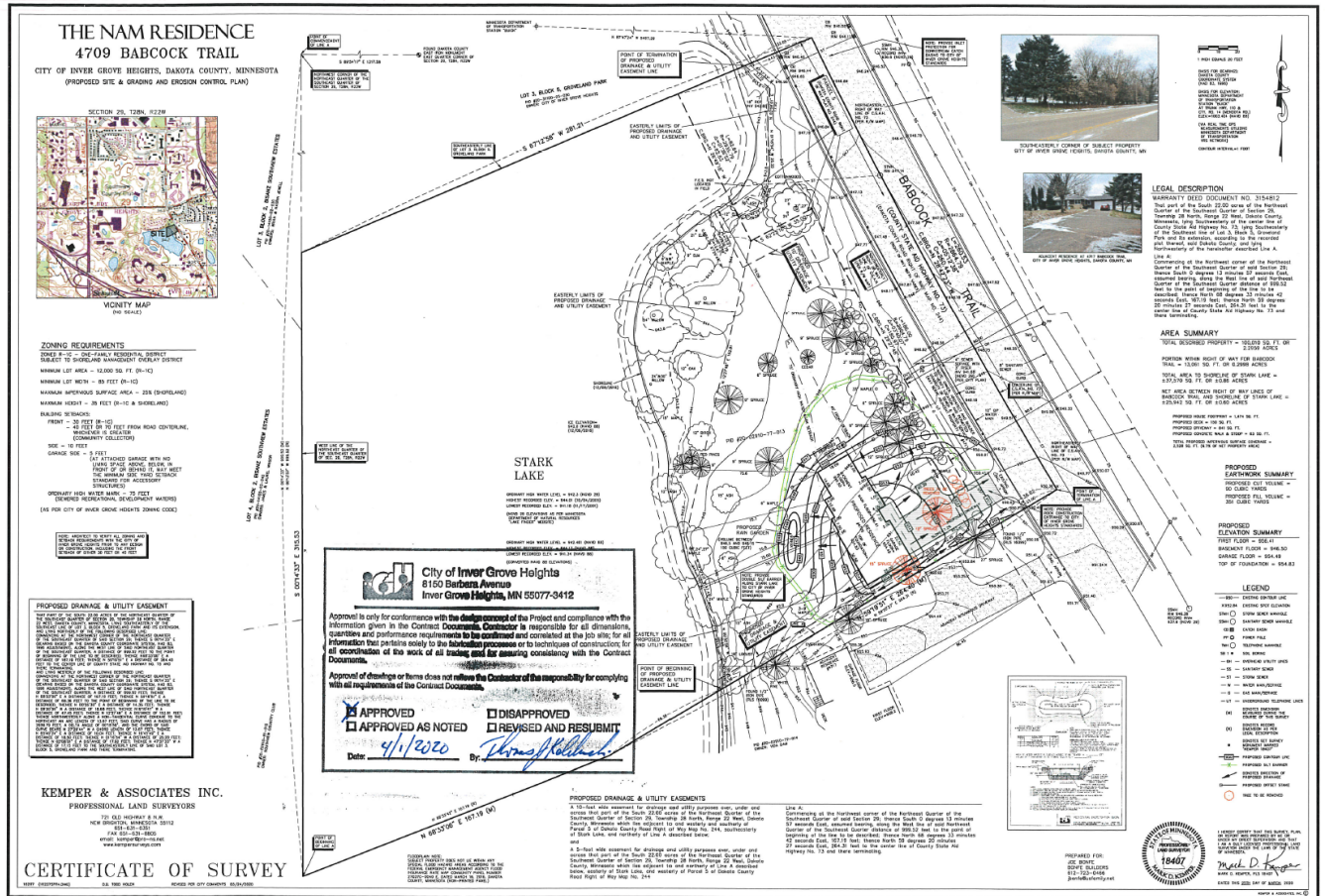
| CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM |              |                    |                           |              |      |
|------------------------------------------------------|--------------|--------------------|---------------------------|--------------|------|
| <b>INLET / OUTLET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

\* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

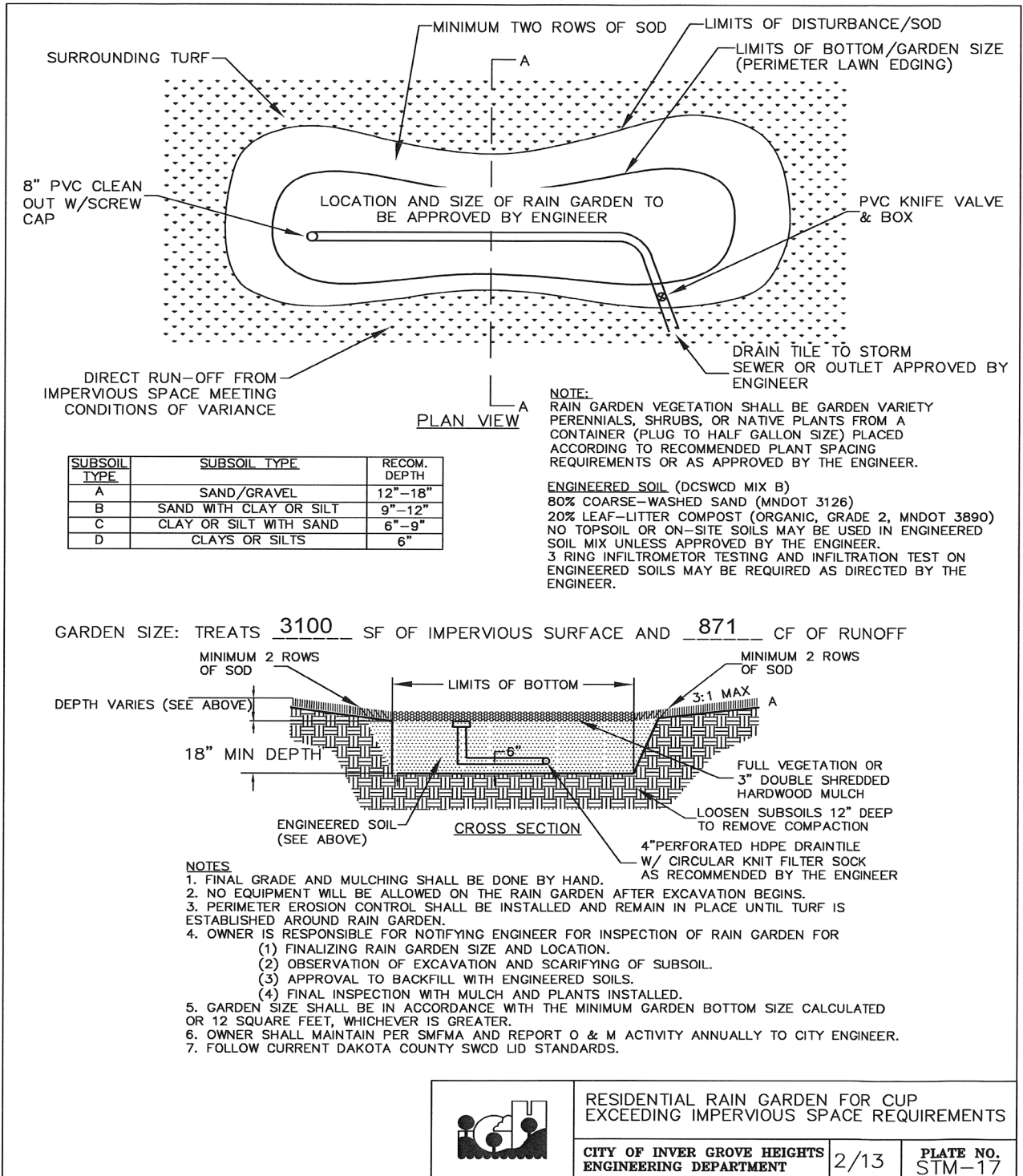
\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

\*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

## STORM WATER FACILITY PLAN



# **EXHIBIT E** **RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE** **REQUIREMENTS (STM-17)**



### **PERMANENT UTILITY AND DRAINAGE EASEMENT**

**THIS PERMANENT UTILITY AND DRAINAGE EASEMENT** (Easement) is made, granted and conveyed this 13<sup>th</sup> day of April, 2020, between Bonfe Builders LLC, a Minnesota limited liability company (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, storm water facilities, 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, storm water facilities, 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, or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

On this 13<sup>th</sup> day of April, 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:  
BONFE BUILDERS LLC**

By: \_\_\_\_\_  
Joseph Patrick Bonfe II  
Its: Chief Executive Officer

STATE OF MINNESOTA     )  
                                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public within and for said County, personally appeared Joseph Patrick Bonfe II, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Bonfe Builders LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Bonfe Builders LLC by authority of the Board of Governors of said limited liability company.

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

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

**AFTER RECORDING, PLEASE  
RETURN 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 LANDOWNER'S PROPERTY**

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

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.

---

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

The Permanent Easement Area contains the following legally described easements:

A 10-foot wide perpetual easement for drainage and utility purposes over, under and across that part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County Minnesota which lies adjacent to and westerly and southerly of Parcel 5 of Dakota County Road Right of Way Map No. 244, southeasterly of Stark Lake, and northerly of Line A described below;

and

A 5-foot wide perpetual easement for drainage and utility purposes over, under and across that part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota which lies adjacent to and northerly of Line A described below, easterly of Stark Lake, and westerly of Parcel 5 of Dakota County Road Right of Way Map No. 244.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Together with a perpetual drainage and utility easement described as follows:

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying southeasterly of the Southeast line of Lot 3, Block 5 Groveland Park and its extension, and lying northerly of the following described line:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence S 00°14'33" E (bearing based on the Dakota County Coordinate System, NAD83, 1996 adjustment), along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet to the point of beginning of the line to be described; thence N 68°33'06" E a distance of 167.19 feet; thence N 59°19'51" E a distance of 264.40 feet to the center line of County State Aid Highway No. 73 and there terminating, and lying westerly of the following described line:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence S 00°14'33" E (bearing based on the Dakota County

Coordinate System, NAD83, 1996 adjustment), along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet; thence N 68°33'06" E a distance of 167.19 feet; thence N 59°19'51" E a distance of 66.36 feet to the point of beginning of the line to be described; thence N 00°35'30" E a distance of 14.35 feet; thence N 09°30'56" W a distance of 18.68 feet; thence N 19°10'47" W a distance of 47.45 feet; thence N 12°27'46" E a distance of 152.91 feet; thence northwesterly along a non-tangential curve concave to the northeast an arc length of 13.67 feet, said curve has a radius of 2939.79 feet, a delta angle of 00°15'59", and the chord of said curve bears N 27°29'44" W a chord length of 13.67 feet; thence N 65°49'24" E a distance of 10.04 feet; thence N 19°45'49" E a distance of 18.50 feet; thence N 01°16'54" W a distance of 25.20 feet; thence N 03°08'01" E a distance of 17.92 feet; thence N 47°37'33" W a distance of 17.15 feet to the Southeasterly line of said Lot 3, Block 5, Groveland Park and there terminating.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Non-Disturbance Use Agreement and Permanent Drainage and Utility Easement for 6515 Babcock Trail**

Meeting Date: April 13, 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:                 |
| <input checked="checked" type="checkbox"/> | None                               |
| <input type="checkbox"/>                   | Amount included in current budget  |
| <input type="checkbox"/>                   | Budget amendment requested         |
| <input type="checkbox"/>                   | FTE included in current complement |
| <input type="checkbox"/>                   | New FTE requested – N/A            |
| <input type="checkbox"/>                   | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Non-Disturbance Use Agreement and Permanent Drainage and Utility Easement for 6515 Babcock Trail.

**SUMMARY**

The owners of 6515 Babcock Trail is 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, Tom & Debra Fee, 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 owners have applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for a 9,000-gallon cistern to be constructed on the lot. In addition, the owners will be providing a drainage and utility easement on the perimeter of the lot and a non-disturbance use agreement.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Non-Disturbance Use Agreement and Permanent Drainage and Utility Easement for 6515 Babcock Trail.

TJK/mw

Attachments: Custom Grading Agreement  
Storm Water Facilities Maintenance Agreement  
Non-Disturbance Use Agreement  
Permanent Drainage and Utility Easement



BP-5-B

64th St

BP-033b

BP-032

BP-5-A

BP-038a

BP-038c

73

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**6515 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS,**  
**DAKOTA COUNTY, MINNESOTA**

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**6515 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CUSTOM GRADING AGREEMENT** (Agreement) is made and entered into on the 13<sup>th</sup> day of April, 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 demolition of the existing home on the Property and construction of a new home on the Property;

**WHEREAS**, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, stormwater management and associated landscaping;

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

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

**WHEREAS**, the Owner has filed four (4) complete sets of the Development Plans with the City;

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3     OWNER.** "Owner" means Thomas Fee and Deborah Fee, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct 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:**  
Thomas Fee and Deborah Fee  
6515 Babcock Trail  
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 permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

## **ARTICLE 3** **IMPROVEMENTS**

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

**3.2 GRADING/DRAINAGE PLAN.** The grading of the site shall be completed in conformance with the Development Plans.

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

**3.4 DRIVEWAY.** The City does not require that the Owner pave the driveway due to the zoning district of the Property. The driveway may be gravel.

**3.5 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 developer'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.

#### **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 10 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.** The City may record this Agreement with the Dakota County Recorder.

**11.5 BINDING AGREEMENT.** This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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



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

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

**ATTEST:**

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF DAKOTA     )

On this 13<sup>th</sup> day of April, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**OWNER:**

\_\_\_\_\_  
Thomas Fee

\_\_\_\_\_  
Deborah Fee

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Thomas Fee and Deborah Fee, 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:

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

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

| <b><u>PLAN</u></b>                                                 | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b> |
|--------------------------------------------------------------------|--------------------------------------------|-------------------------------|
| Title Sheet, Legend, Existing<br>Conditions & Removal Plan<br>(C1) | 11-26-19*                                  | Plowe Engineering, Inc.       |
| Grading, Drainage & Erosion<br>Control Plan<br>(C2)                | 11-26-19*                                  | Plowe Engineering, Inc.       |
| Details & Notes<br>(C3)                                            | 11-26-19*                                  | Plowe Engineering, Inc.       |
| SWPPP                                                              | 11-26-19*                                  | Plowe Engineering, Inc.       |
| SWPPP<br>(C4.2)                                                    | 11-26-19*                                  | Plowe Engineering, Inc.       |

Development Plans also include the depictions and diagrams titled “Recapture System” and “Single Float Cistern Pump Diagram”.

\*The Development Plans were revised on April 7, 2020.

The Development Plans were approved by the City Engineer on April 8, 2020.

**APPENDIX 2**  
**IMPROVEMENTS**

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

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                      | <b><u>IMPROVEMENT</u></b>                                  |
|-----------------------|----------------------------------------------------|------------------------------------------------------------|
| <u>  X  </u>          | Prior to beginning construction<br>of the new home | Grading, drainage, and<br>erosion control                  |
| <u>  X  </u>          | Prior to beginning construction<br>of the new home | sediment control                                           |
| <u>  X  </u>          | Prior to Certificate of Occupancy                  | stormwater reuse system<br>with cisterns and distributions |
| <u>  X  </u>          | Prior to Certificate of Occupancy                  | Driveway (may be gravel)                                   |
| <u>  X  </u>          | Prior to Certificate of Occupancy                  | As-built                                                   |
| <u>  X  </u>          | Within 6 months after Certificate<br>of Occupancy  | Landscaping                                                |

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR**  
**6515 BABCOCK TRAIL, INVER GROVE HEIGHTS,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 13<sup>th</sup> day of April, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Thomas Fee and Deborah Fee, 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 Thomas Fee and Deborah Fee, 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 stormwater reuse system with cisterns and distributions lying within the Landowner Property.

**1.5 Storm Water Facility Plan.** “Storm Water Facility Plan” means the Title Sheet, Legend, Existing Conditions & Removal Plan (C1), the Grading, Drainage & Erosion Control Plan (C2), the Details & Notes (C3), the SWPPP (C4.1) and the SWPPP (C4.2) prepared by Plowe

Engineering, Inc., dated November 26, 2019, revised on April 7, 2020 and approved by the City Engineer on April 8, 2020.

Storm Water Facility Plan also means the Certificate of Survey dated April 7, 2020 prepared by E. G. Rud & Sons, Inc. and approved by the City Engineer on April 8, 2020.

Storm Water Facility Plan also means the depictions and diagrams of the Storm Water Facilities identified and titled “Recapture System” and “Single Float Cistern Pump Diagram” approved by the City Engineer on April 8, 2020 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, barn building and driveway on the Landowner Property. Due to the impervious surface on the Landowner Property, a stormwater treatment plan is being required by the City on the Landowner Property.

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

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



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

### **ARTICLE 3**

#### **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Storm Water Facilities.** Prior to December 31, 2020, or prior to issuance of a Certificate of Occupancy, whichever occurs first, 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 their 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. The stormwater re-use system shall have a total capacity of 9,000 gallons.

**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 requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works.

- c. The 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.
- d. 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.
- e. The stormwater re-use system shall have a total capacity of 9,000 gallons. The stormwater collected by the system shall be used for irrigation purposes. Water for irrigation shall be drawn exclusively from the rainwater cistern system. Well water may flow directly into the cistern system to supplement recaptured rainwater, if necessary, to meet irrigation needs.
- f. Responsible Owner shall inspect the system at least twice a year; one inspection shall take place during fall winterization of the system and the second inspection shall take place at the time of spring start-up of the system. The Responsible Owner shall submit to the City all inspection reports that identify all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner. The reports shall also identify any conditions of non-compliance with the Standard of Maintenance and the reports shall address how the conditions of non-compliance were cured. The reports shall be filed with the City within 30 days after the inspection.
- g. 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.
- h. The City shall have the right of access to make inspections on the Landowner Property and the right of access under Section 3.5 to areas where the Storm Water Facilities are located to perform remedial work.

**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 Responsible Owner’s 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 conditions in the Custom Grading Agreement between the City and Landowner of even date herewith are satisfied, the Council will approve the Development Plans for construction of the new home, barn building and driveway on the Landowner Property as referenced in the Custom Grading Agreement.

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

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

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

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

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

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

**6.6 Notice.** Notice shall mean notices given by one party to the other if in writing 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:** Thomas Fee and Deborah Fee  
6515 Babcock Trail  
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, Mayor

**ATTEST:**

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 13<sup>th</sup> day of April, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**LANDOWNER:**

\_\_\_\_\_  
Thomas Fee

\_\_\_\_\_  
Deborah Fee

STATE OF MINNESOTA     )  
                                          )  
COUNTY OF DAKOTA     )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Thomas Fee and Deborah Fee, 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**

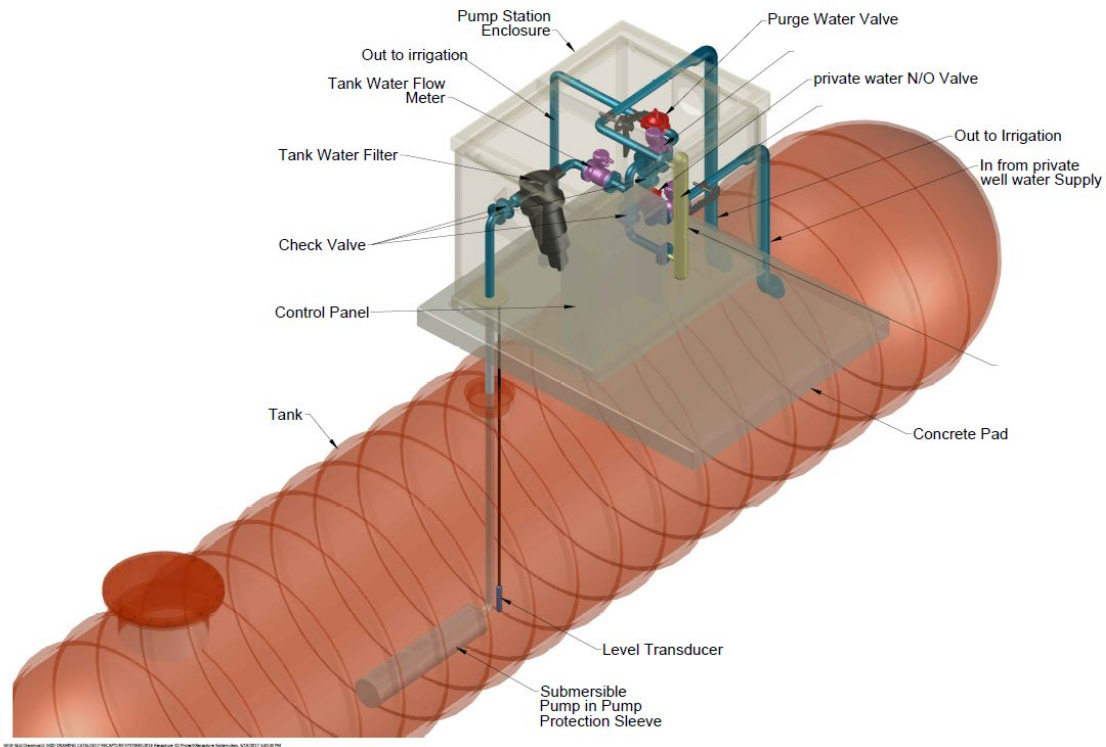
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

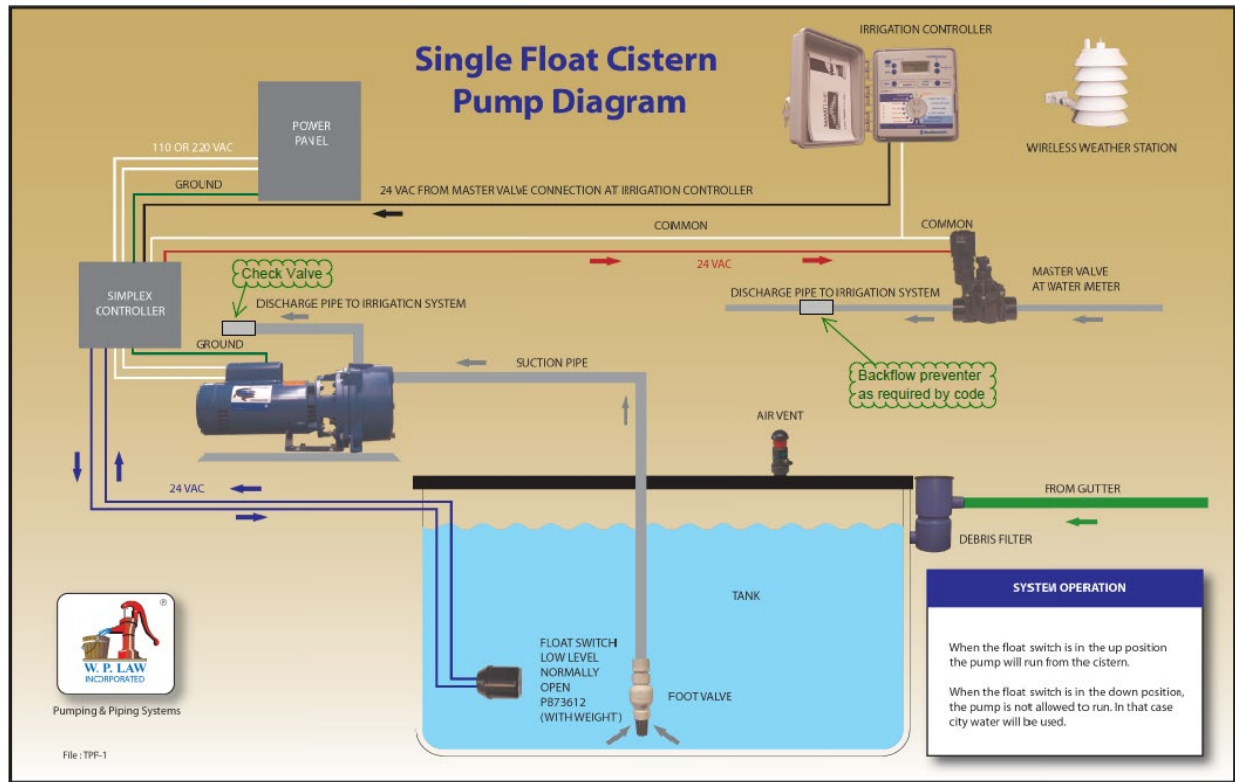
Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

**EXHIBIT B**  
**DEPICTIONS OF THE STORM WATER FACILITIES IDENTIFIED AND TITLED**  
**“RECAPTURE SYSTEM” AND “SINGLE FLOAT CISTERN PUMP DIAGRAM”**





**NON-DISTURBANCE USE AGREEMENT**  
**PROPERTY LOCATED AT 6515 BABCOCK TRAIL,**  
**INVER GROVE HEIGHTS, MINNESOTA**

**THIS NON-DISTURBANCE USE AGREEMENT FOR PROPERTY LOCATED AT 6515 BABCOCK TRAIL, INVER GROVE HEIGHTS, MINNESOTA** (Agreement) is made this 13<sup>th</sup> day of April, 2020, by and between Thomas Fee and Deborah Fee, husband and wife (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, Landowner is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

**WHEREAS**, Landowner and City wish to enter into an agreement which will prohibit the excavation, grading, changing of contours and general changing of topography within that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Non-Disturbance Area”), without the prior written consent of the City.

**WHEREAS**, execution of this Agreement is a condition precedent to issuing a building permit for the Property.

**NOW, THEREFORE**, in mutual consideration of the covenants, agreements and recitals of the parties herein contained, it is hereby agreed by the parties as follows:

**Section 1. Non-Disturbance Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed by Landowner upon the Non-disturbance Area.

**Section 2. Non-Disturbance Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo’s, rock gardens and landscape boulders) shall be placed by Landowner in the Non-disturbance Area without the prior written consent of the City.

**Section 3. Non-disturbance Relating to Excavation, Grading, Changing of Contours and Topography.** No change in the contours and general topography of the Non-disturbance Area (including, but not limited to, excavation, grading, movement, or removal of soil), shall be constructed or allowed by Landowner without the prior written consent of the City.

**Section 4. Wetland Enhancements.** Notwithstanding Sections 1 and 3, Landowner may make enhancements to the wetland within the Non-disturbance Area if approved by the Minnesota Department of Natural Resources and if approved by the City's Technical Evaluation Panel relating to wetlands and if Landowner obtains a land alteration permit from the City.

**Section 5. Issuance of Building Permit.** The City shall issue a building permit for the Property upon execution of this Agreement and upon execution of the following:

- Custom Grading Agreement
- Stormwater Facilities Maintenance Agreement
- Permanent Drainage and Utility Easement
- Agreement Relating to Removal of Existing Home

**Section 6. Duration of Agreement.** The duration of the Agreement is perpetual, unless terminated by any of the following means:

- a. The Agreement may be terminated by recordable written instrument signed by the parties.
- b. The Agreement may be terminated if the City executes a written recordable release of the Agreement.

**Section 7. No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or drainage and utility easements or streets which are, or come to be placed in, on, or under the Non-disturbance Area.

**Section 8. City Remedies.** If the Landowner fails to perform any of its covenants or obligations under this Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

- a) **Specific Performance.** The City may specifically enforce this Agreement.
- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Landowner has not complied with the terms and provisions set forth in this Agreement, the DPW shall provide written notice to the Landowner of such failure to comply with the terms and provisions of this Agreement. This notice shall specify that the Landowner will have thirty (30) days to comply with the terms and provisions of this Agreement, unless thirty (30) days is not practicable for the Landowner to so comply, in which case the

Landowner shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Agreement provided the Landowner 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 Landowner to comply with the terms and provisions of this Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Agreement without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the terms and provisions of this Agreement. If the City performs emergency service work, the Landowner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 8 (c) and 8 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Landowner fails to comply with the terms and provisions of this Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Landowner. The amount of costs charged by the City to the Landowner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Agreement. The Landowner shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Landowner as provided in Section 8 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Landowner in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Landowner. The Landowner hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Landowner. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit to the Property owned by

the Landowner from the performance of tasks by the City to ensure compliance with the terms and provisions of this Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Landowner .

**Section 9. Binding Effect.** This Agreement shall run with the Property and shall inure to the benefit of the Landowner and the City and shall bind the Landowner and the successors and assigns of the Landowner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

**Section 10. No Assumption of Duty.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 's obligations.

**Section 11. No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.

**Section 12. Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

**Section 14. 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.

**Section 15. Headings.** The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

**Section 16. Execution of Agreement.** This Agreement shall be executed by Landowner prior to the issuance of a building permit by the City for the Property.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

**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 13<sup>th</sup> day of April, 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



**GRANTOR:**  
**LANDOWNER:**

\_\_\_\_\_  
Thomas Fee

\_\_\_\_\_  
Deborah Fee

STATE OF MINNESOTA     )  
                                          )  
COUNTY OF DAKOTA     )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Thomas Fee and Deborah Fee, 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 PROPERTY**

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

**EXHIBIT B**  
**NON-DISTURBANCE AREA**

A non-disturbance area lying over, under and across all that part of the Property described as follows:

Depiction of Non-disturbance Area  
(Part of Exhibit B)

## **PERMANENT UTILITY AND DRAINAGE EASEMENT**

**THIS PERMANENT UTILITY AND DRAINAGE EASEMENT** (Easement) is made, granted and conveyed this 13<sup>th</sup> day of April, 2020, between Thomas Fee and Deborah Fee, 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, storm water facilities, drainage and stormwater ponding 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, storm water facilities, drainage and stormwater ponding 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, 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.

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

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )           ss.

On this 13<sup>th</sup> day of April, 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:**

\_\_\_\_\_  
Thomas Fee

\_\_\_\_\_  
Deborah Fee

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Thomas Fee and Deborah Fee, 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 LANDOWNER'S PROPERTY**

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

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

The Permanent Easement Area contains the following legally described easements:

**AGENDA ITEM \_\_\_\_\_****CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION****Consider Resolution Receiving Bids and Awarding Contract for the 2020 Pavement Management Program, City Project No. 2020-09A – Crackseal**

Meeting Date: April 13, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651-450-2572  
 Prepared by: Jake Moser, Civil Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving bids and awarding contract for the 2020 Pavement Management Program, City Project No. 2020-09A – Crackseal.

**SUMMARY**

City Project No. 2020-09A was advertised with bids received and publicly read aloud at 11:00 a.m. on March 25, 2020. Five (5) contractors submitted bids. The crackseal area map is attached. The attached bid tabulation summarizes the base bid.

The 2020 pavement management budget has \$400,000 available for crackseal and sealcoat. The target budget for crackseal is \$112,000. The low base bid was submitted by MP Asphalt Maintenance Inc. in the amount of \$66,923.50. Staff received positive feedback from three Cities where the contractor has done similar work in the past.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2020-09A – Crackseal to MP Asphalt Maintenance Inc. in the amount of \$66,923.50.

JDM/kf

Attachments: Resolution  
 Area Map

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2020 PAVEMENT  
MANAGEMENT PROGRAM, CITY PROJECT NO. 2020-09A – CRACKSEAL TO MP ASPHALT INC.  
IN THE AMOUNT OF \$66,923.50**

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

**WHEREAS**, pursuant to an advertisement for bids for the 2020 Pavement Management Program, City Project 2020-09A – Crackseal, bids were received, opened on March 25, 2020 at 11:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

| <b>Contractor</b>            | <b>5%<br/>Bid Bond</b> | <b>Addenda<br/>Acknowledged</b> | <b>Base Bid<br/>(Schedules 1 - 9)</b> |
|------------------------------|------------------------|---------------------------------|---------------------------------------|
| MP Asphalt Maintenance Inc.  | Yes                    | Yes                             | \$66,923.50                           |
| Allied Blacktop Co.          | Yes                    | Yes                             | \$84,257.00                           |
| Fahrner Asphalt Sealers, LLC | Yes                    | Yes                             | \$86,257.20                           |
| Asphalt Surface Tech. Corp.  | Yes                    | Yes                             | \$108,103.20                          |
| Northwest Asphalt Maint.     | Yes                    | Yes                             | \$119,796.60                          |

**WHEREAS**, funding is available for the project from the Pavement Management Fund; and

**WHEREAS**, MP Asphalt Maintenance Inc. is the lowest responsible bidder for the base bid with a total amount of \$66,923.50.

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

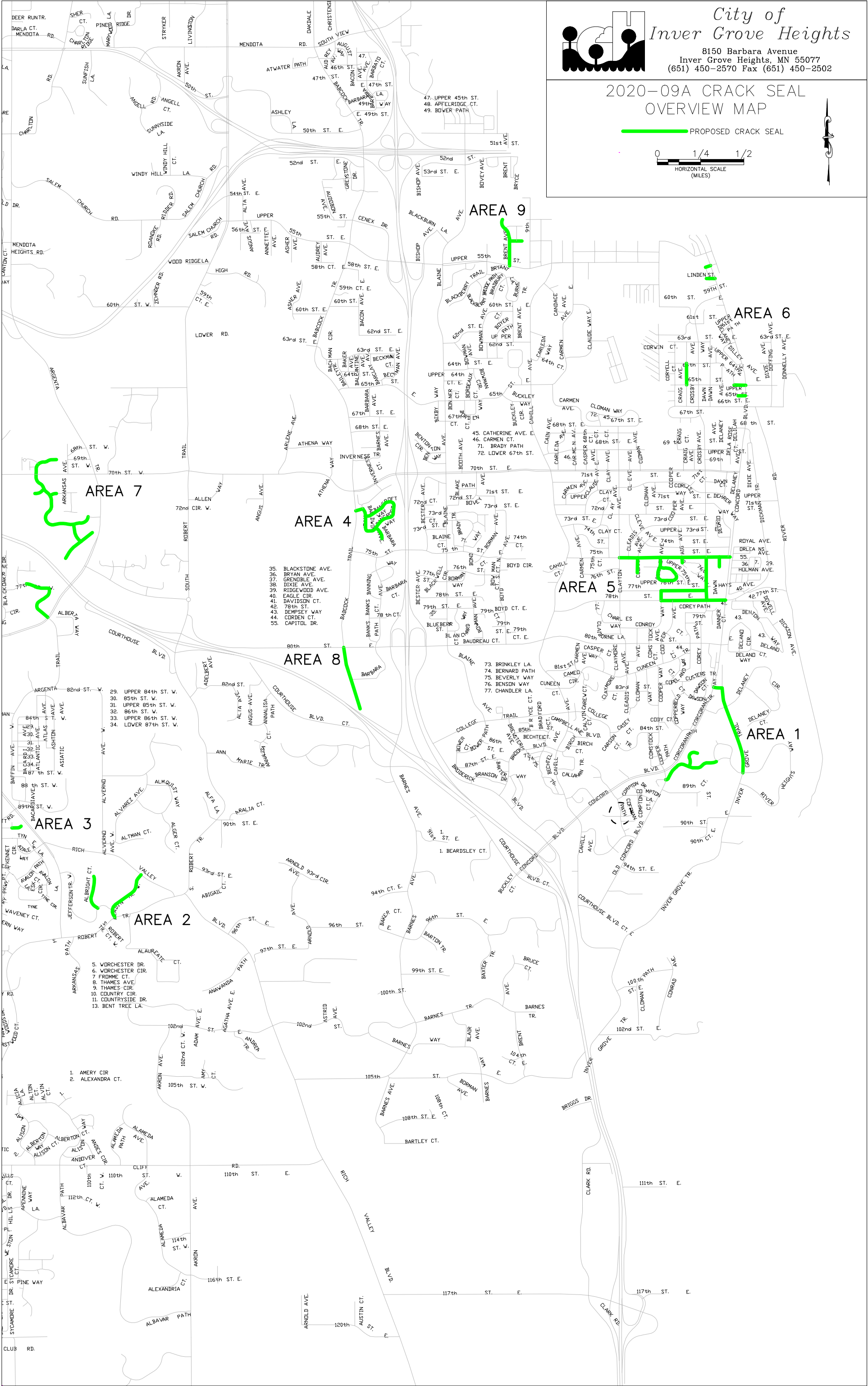
1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with MP Asphalt Maintenance Inc. in the name of the City of Inver Grove Heights, for the 2020 Pavement Management Program, City Project 2020-09A – Crackseal according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the 2020 crackseal program in the amount of \$66,923.50 shall be provided by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of April 2020

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

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



**CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION****Consider Resolution Receiving Bids and Awarding Contract for the 2020 Pavement Management Program, City Project No. 2020-09B – Sealcoat**

Meeting Date: April 13, 2020

Item Type: Consent

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

Prepared by: Jake Moser, Civil Engineer

Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Resolution receiving bids and awarding contract for the 2020 Pavement Management Program, City Project No. 2020-09B – Sealcoat.

**SUMMARY**

City Project No. 2020-09B was advertised with bids received and publicly read aloud at 11:00 a.m. on March 25, 2020. Three contractors submitted bids. The sealcoat area map is attached. The attached bid tabulation summarizes the base bid.

The 2020 pavement management budget has \$400,000 for crackseal and sealcoat. The target budget for sealcoat is \$288,000. The lowest responsible bidder is Pearson Bros., Inc. with a base bid (Schedules 1 – 5) amount of \$242,281.05.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2020-09B – Sealcoat to Pearson Brothers, Inc., in the amount of \$242,281.05.

JDM/kf

Attachments: Resolution  
Area Map

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2020 PAVEMENT  
MANAGEMENT PROGRAM, CITY PROJECT NO. 2020-09B – SEALCOAT TO PEARSON  
BROS., INC. IN THE AMOUNT OF \$242,281.05.**

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

**WHEREAS**, pursuant to an advertisement for bids for the 2020 Pavement Management Program, City Project 2020-09B – Sealcoat, bids were received, opened on March 25, 2020 at 11:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

| <b>Contractor</b>           | <b>5%<br/>Bid Bond</b> | <b>Addenda<br/>Acknowledged</b> | <b>Base Bid<br/>(Schedules 1 - 5)</b> |
|-----------------------------|------------------------|---------------------------------|---------------------------------------|
| Pearson Bros., Inc.         | Yes                    | Yes                             | \$242,281.05                          |
| Asphalt Surface Tech. Corp. | Yes                    | Yes                             | \$249,054.10                          |
| Allied Blacktop Co.         | Yes                    | Yes                             | \$252,034.62                          |

**WHEREAS**, funding is available for the project from the Pavement Management Fund;  
and

**WHEREAS**, Pearson Brothers, Inc. is the lowest responsible bidder with a Base Bid of \$242,281.05.

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

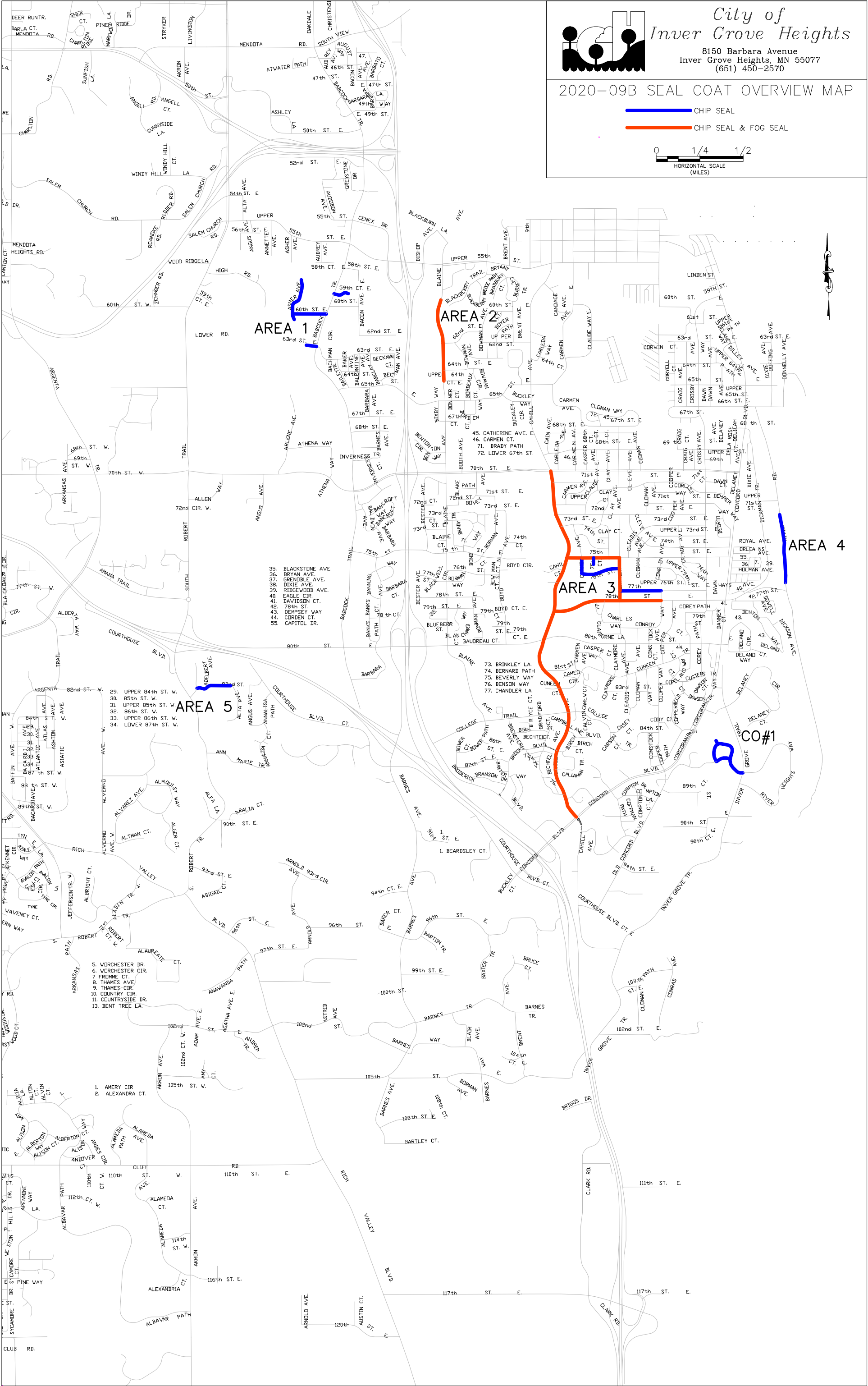
1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Brothers, Inc., in the name of the City of Inver Grove Heights, for 2020 Pavement Management Program, City Project 2020-09B – Sealcoat according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the Base Bid in the amount of \$242,281.05 shall be provided by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of April 2020

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

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk





## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Accept Proposal for Professional Services for Preparation of Risk and Resilience Assessment and Emergency Response Plan for the City Water System**

Meeting Date: April 13, 2020  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by:

Fiscal/FTE Impact:

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

**PURPOSE/ACTION REQUESTED**

Accept proposal for professional services for preparation of risk and resilience assessment and emergency response plan for the City water system.

**SUMMARY**

The America's Water Infrastructure Act (AWIA) was signed into law on October 23, 2018. Under this law, community water systems serving populations greater than 3,300 people must develop or update risk and resilience assessments (RRAs) and emergency response plans (ERPs). Based on Inver Grove Heights' population, our RRA is due by June 30, 2021 and the ERP is due within six months of the RRA certification.

The City requested and received five (5) proposals for completing this work. The proposal costs range from \$17,400 to \$25,615.94. While professional services contracts are not awarded based on low bid, in this instance staff is recommending that the Council accept the proposal from Stantec in an amount not-to-exceed \$17,400. This firm has extensive knowledge of the City's water system, which is reflected in its proposal. Funding will come from the approved 2020 Water budget.

SDT/kf

Attachment: Stantec proposal

# **Risk and Resiliency Assessment, Emergency Response Plan**

Professional Consulting Services  
City of Inver Grove Heights



Prepared for:  
Dan Helling  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Prepared by:  
Stantec  
733 Marquette Avenue, Suite 1000  
Minneapolis, MN 55402  
Phone: 612-712-2000  
Website: [www.stantec.com](http://www.stantec.com)

Contact Person:  
Mark T. Janovec, PG  
Senior Scientist  
Direct Phone: 651-775-6532  
Email: [mark.janovec@stantec.com](mailto:mark.janovec@stantec.com)

March 9, 2020

## Background

In accordance with America's Water Infrastructure Act (AWIA), also known as Senate Bill 3021, the City of Inver Grove Heights is required to conduct and certify a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP). The Environmental Protection Agency (EPA) and Department of Homeland Security (DHS) have provided valuable guidance and tools for conducting RRAs and actionable ERPs.

Per Section 2013.a of the Senate Bill the deadline for the RRA for a system of the City's size (between 3,301 and 49,999 people) is no later than June 30, 2021. The ERP is due no later than six months after the RRA has been completed or no later than December 30, 2021.

The EPA has provided supporting documentation for this Bill, including baseline threat information and compliance guidance. This baseline information and guidance will be utilized in preparation of the RRA and ERP.

## Purpose

The purpose of this scope of services is to provide professional services to assist the City with complying with the AWIA by conducting an RRA and developing an ERP. The AWIA legislation provides the City with an opportunity to investigate vulnerabilities, implement solutions, and streamline response protocols to better protect and respond to hazardous events for their area's water assets and services.

## Scope of Services

### Task 1 Meetings and Coordination

Stantec will coordinate with the City through meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate. Stantec will attend and facilitate up to three formal meetings throughout the duration of this work effort. Each meeting will be up to two hours in length. A preliminary list of anticipated meetings is as follows:

- Kick-off meeting and Baseline Utility Risk Resiliency Analysis (subtask 3.1)
- Draft and Final RRA Review
- Draft and Final ERP Review

### Task 2 Asset Review

#### 2.1 Records Request

Data and information required will be identified by the City and Stantec at the project kick-off meeting and throughout the duration of the project. Data should be provided in electronic format that is consistent with the data and information provided (e.g., PDF, Microsoft Word, Excel, GIS/spatial etc.).

A preliminary list of data request items includes:

- Previous hazard impact history/insurance reports,
- City procedures for staffing, operation, and billing.
- City's Local Mitigation Strategy
- City's Record Drawing information (inclusive of updates and expansions)
- City's most recent bond report for the water system (if applicable)
- Interlocal agreements for provision of or sale of raw and finished water
- Existing vulnerability assessment (or related) document
- Existing Emergency Response Plan, Emergency Operations Plan, or related documents

#### 2.2 Field Investigations

Due to Stantec's familiarity with Inver Grove Heights's infrastructure, field investigations will be limited to two site visits to investigate vulnerabilities at certain facilities. Additionally, City staff may be able to participate by conducting field investigations and reporting information back to Stantec, identifying areas of concern.

Locations that may require inspection include:

- Storage tanks
- Water well/ Treatment sites
- Interconnects
- Operations building
- Chemical storage area

Considerations for each site may include the following:

- How would the equipment be affected by strong winds, high water, or adverse weather?
- Where are flammable or combustible sources located adjacent to or within the site and how would a wildfire affect equipment and operations?
- Are the grounds fenced and is access controlled?
- Are buildings secure and how are they accessed (code, card, keys)?
- Where are the control panels located (building, rack mount) and are they secure?
- Are security protocols being followed?
- Does the equipment to be in good working order? Are there temporary adjustments that should be remedied and made permanent?

Since City staff already have a good understanding of some of these issues as related these facilities, input from staff will greatly assist the completion of the RRA.

### **Task 3 Risk and Resiliency Assessment**

#### **3.1 Utility Risk Resiliency**

The Utility Resiliency Index (URI) is a risk management scoring tool that can assess a utility's capability to respond to and recover from an incident that impacts critical operations. The URI is a valuable complement to the risk assessment performed in VSAT Web 2.0 which can also be used to compare scores across other utilities. A utility can use the URI together with the risk assessments results when developing an overall risk management plan.

The URI uses 12 indicators to calculate the index. Responses to the indicators are assigned values and weights, which are aggregated to provide a characterization of a utility's resilience on a scale from 0% to 100%. A low URI score indicates a low capability of the utility to respond to and recover from an incident, while a high URI score indicates a greater capability to do so.

Stantec will conduct the URI as part of the kick-off meeting to develop a baseline URI. Prior to the kick-off meeting, Stantec will obtain information from the City on certain key factors and investigate the data on the remaining factors.

*Deliverable: Initial URI Rating*

#### **3.2 Identify Malevolent Acts and Hazards**

Using the baseline threat information provided by the EPA, Stantec will identify risks to the system from malevolent acts and natural hazards to be included in the risk assessment. Stantec will also coordinate with the City to identify if additional risks exist that are not included within the EPA's baseline threat guidance.

#### **3.3 Risk Profiling**

Stantec will develop profiles, descriptions of hazards, for each of the risks identified in the draft list. These profiles will detail available risk information including previous occurrences, annual probabilities, magnitude, and estimated losses. Previous occurrences will be based upon data supplied by the City or other commercially or governmental sources (such as EPA, FEMA, NOAA,

etc.). The annual probability and magnitude of impact (minimal to catastrophic) will be assigned to each hazard.

### **3.4 Hazard Ranking**

The results from the above process will provide enough information to prioritize and rank the risks identified in the draft list. The final list of malevolent acts and hazards will be reviewed and approved by the City. This scope of services is predicated on a maximum of 10 individual risks. For the purposes of this scope of services, natural threats (e.g. tornadoes) will be grouped and considered one threat. Should the final list of risks exceed 10, Stantec can provide the efforts associated with Task 2.3 for the additional risks as an additional service with the City's approval.

*Deliverables: Draft malevolent acts and hazard List in pdf format. Hazard profile summaries as described above in pdf format. Final list of malevolent acts and hazards with hazard profiles in digital format.*

### **3.5 Critical Facility (Asset)/Process Determination**

If a previous vulnerability assessment is available, Stantec will use the critical facilities (also known as assets) identified therein as a starting point towards identifying all critical facilities in the system. Through coordination with City staff, the list of critical facilities will be updated. The following are typically considered as critical facilities:

- Water treatment plant
- Pump Stations
- Storage tanks
- Wellfields/production well sites
- Interconnects
- SCADA system
- Financial/billing system
- Electronic, computer or other automated systems
- Monitoring practices
- Chemical handling practices

### **3.6 Develop Risk & Resilience Assessment**

Stantec will prepare a draft Risk & Resilience Assessment (RRA) by March 31, 2021 in order to deliver to the City for review with sufficient time for review before the EPA deadline. This assessment will evaluate the City's risks to, and resilience of, its system and critical assets within. Stantec will incorporate City comments and changes to create the final RRA report prior to June 1, 2021.

The delivery method for the RRA deliverables will require input from City staff due to the sensitivity of the information included.

*Deliverables: Meeting notes and preliminary report outline in pdf format. Summaries of each hazard assessment, as identified on the hazard list, performed on each individual facility in format to be determined. Draft and Final RRAs via format to be determined. If hardcopies are requested, up to three (3) copies of the draft and final RRAs (six total) will be provided.*

### **3.7 RRA Certification Letter**

Stantec will prepare the certification letter, as required by the AWIA, for the RRA.

Each certification letter shall contain:

- Information that identifies the City water system submitting the certification
- Date of the certification
- Statement that the City water system has conducted, reviewed, or revised the assessment and plan (as applicable)

*Deliverables: Deliverable will include one (1) certification letter for the RRA by email.*

### **Task 4 Emergency Response Plan**

Stantec will update the City's Emergency Response Plan 45 days prior to the EPA deadline of December 30, 2021. A report will be developed to include a plan for implementation, as required by the AWIA. This plan will provide clear guidance to City staff on how to mitigate, manage, and respond to vulnerabilities identified in the previously prepared RRA.

Incorporating the results from the RRA, the Emergency Response Plan will include:

#### **4.1 Strategies and Resources**

Strategies and resources to improve the resiliency of the system including methods to secure equipment affected by the threats/hazards identified previously. These strategies and resources will be identified within a plan each for the following assets categories:

- SCADA system (1)
- Water well/ Treatment sites (1 typical plan)
- Storage Tanks (1 typical plan)
- Water Distribution System (1)
- Physical and Electronic Security (1)
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system

#### **4.2 Mitigation and Attenuation Measures (Countermeasures)**

Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on public health and the safety and supply of drinking water provided to communities, including:

- Development of alternative source water options
- Detection of Malevolent Acts
- Detection of Natural Hazards
- Cybersecurity recommendations

This task will also identify potential additional countermeasures, inclusive of both capital cost and operational costs to implement, that may be considered going forward in addressing the asset/threat pair. Because this task involves identifying capital and operational costs, wherever

possible, recent bid information and operating costs will be used. These are conceptual level costs for RRA evaluation purposes only.

The RRA will be revisited to include the countermeasures, and the impact of incorporating those measures on the overall rating will be determined. In this way, the City will be able to determine whether the cost of the measure is appropriate for the reduction in the risk impact.

#### **4.3 Response Measures**

Response measures are defined as plans, protocols, and equipment to be utilized when responding to a malevolent act or natural hazard.

- Identification of chain of command and reporting protocols
- Development of applicable response plans and protocols
- Identification and location of applicable response equipment

These response measures will build upon the existing vulnerability assessments, emergency response plans, local mitigation strategies and enhanced state hazard plan. Recommendations for additional measures will be included in this analysis.

#### **4.4 Report**

The above measures will be summarized and organized into an Implementation Plan. A draft Emergency Response Plan will be sent to City Project Manager, in a format to be determined, by October 1, 2021. A final Emergency Response Plan will be submitted to the City Project manager, in a format to be determined, by December 1, 2021.

The delivery method for the ERP deliverables will require input from City staff due to the sensitivity of the information included.

*Deliverable: Draft and Final ERPs, including implementation plan, via format to be determined. If hardcopies are requested, up to three (3) copies of the draft and final ERPs (six total) will be provided.*

#### **4.5 Certification Letter**

Stantec will prepare the certification letter, as required by the AWIA, for the ERP.

The certification letter shall contain:

- Information that identifies the City water system submitting the certification
- Date of the certification
- Statement that the City water system has conducted, reviewed, or revised the assessment and plan (as applicable)

**Deliverables:** Deliverable will include one (1) certification letter for the ERP by email.



### Project Fee

The estimated fee for the above scope of work is indicated below. Work is proposed to be billed on an hourly basis plus expenses, with a not-to-exceed project total. Since the requirements outlined by the American Waterworks Infrastructure Act leave a lot of latitude to cities to determine how extensive the planning effort is, any changes in scope or complexity of the project will require a re-evaluation of the project fee. Stantec will work closely with Inver Grove Heights to ensure the planning effort reflects the concerns of the City staff. Any anticipated changes to the scope that will affect the project fee will be communicated to the City before additional work is undertaken.

| Task                                  | Fee                | Fee Type |
|---------------------------------------|--------------------|----------|
| Task 1 Meetings and Coordination      | \$3,200.00         | Hourly   |
| Task 2 Asset Review                   | \$3,700.00         | Hourly   |
| Task 3 Risk and Resilience Assessment | \$4,500.00         | Hourly   |
| Task 4 Emergency Response Plan        | \$6,000.00         | Hourly   |
| <b>Total Fee</b>                      | <b>\$17,400.00</b> |          |

## Schedule

Stantec will provide services throughout the duration of the project as directed by the City in accordance with the scope of services listed above. Many facets that control the length of the project including City review time, scheduling of workshops, regulatory reviews, and necessary effort currently unknown are outside the control of Stantec (including the release of the baseline threat information and compliance guidance released by the EPA to the public anticipated for August 1, 2019).

Stantec will complete the tasks as outlined below:

- Risk and Resilience Assessment (Task 3) by June 1, 2021
- Emergency Response Plan (Task 4) by December 1, 2021

## Exclusions

The following items are not included in the Scope of Services:

1. Design plans and/or documents
2. Storm surge analysis
3. Flood study
4. Evaluation of software vulnerabilities
5. Implementation of software
6. Site visits to all conveyances
7. Risk associated with equipment use
8. Risk associated with accidents/personal injury
9. Risk associated with litigation
10. Training

## Assumptions

Stantec shall be entitled to rely upon the information and data provided by the City of Tallahassee, City representatives, and City contracted entities or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Work.

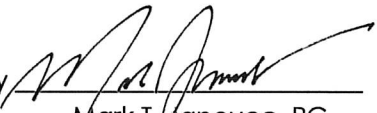
The intent of this project is to identify risk that impact level of service that impacts potential health risk and loss of life of customers regarding public safety. Financial risk is not a consideration. Property damage risk is considered to the extent that it relates to health risk and loss of life of customers.

It is not practical for emergency response plans to be all inclusive of all risk identified in the RRA. Therefore, the ERP will be specific to selected top ranked risk which has mitigation or response measures within the means of the City. Stantec will coordinate with the City to determine the risk rank which will be include in ERP.

If this proposed work plan is acceptable to you, along with the attached terms and conditions, please sign and return a copy of this proposal to Mark Janovec. If you have any questions or comments regarding the above work plan, please contact Mark at (651) 775-6532. We look forward to working with you on this planning effort.

Sincerely,

**STANTEC CONSULTING SERVICES, INC.**

By   
Mark T. Janovec, PG  
Project Manager

Date 03/09/2020

By   
Mark R. Rolfs, PE  
Senior Associate

Date 03/09/2020

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

Date \_\_\_\_\_

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**INDEMNITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from nay and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the CLIENT in respect of the carrying out of their obligations and have paid to the CLIENT such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The CLIENT shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

**CONTRA PROFERENTEM:** The parties agree that in the event this AGREEMENT is subject to interpretation or construction by a third party, such third party shall not construe this AGREEMENT or any part of it against either party as the drafter of this AGREEMENT.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Extending Term of Previously-Declared Local Emergency to May 31, 2020.**

Meeting Date: April 13, 2020  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Rebecca Kiernan, City Clerk  
 Reviewed by: Joe Lynch, City Administrator

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Governor Tim Walz, by way of Emergency Executive Order 20-01, declared a Peacetime State of Emergency to authorize and all necessary resources to be used in support of COVID-19 response, and on March 17, City Council adopted Resolution No. 2020-51 which agreed with the Mayors' Proclamation and Declaration of Emergency, consented to the declaration of local emergency for at period of 30 days from the adoption of Resolution No. 2020-51.

City Council and the City of Inver Grove Heights finds that the existing local emergency will continue past April 17, 2020, therefore necessitating an extension of the local existing emergency declaration.

**RESOLUTION NO. 20-\_\_\_\_\_**

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

**RESOLUTION EXTENDING TERM OF PREVIOUSLY-DECLARED LOCAL EMERGENCY TO  
MAY 31, 2020**

**WHEREAS**, on March 13, 2020, Governor Tim Walz, by way of Emergency Executive Order 20-01, declared a Peacetime State of Emergency to authorize and all necessary resources to be used in support of the COVID-19 response, effective immediately; and

**WHEREAS**, by that Proclamation and Declaration of Emergency dated March 16, 2020, Mayor George Tourville declared that a local emergency existed due to the COVID-19 health pandemic; and

**WHEREAS**, on March 17, 2020, the City Council adopted Resolution No. 2020-51 which agreed with the Mayor's Proclamation and Declaration of Emergency, consented to the declaration of a local emergency due to the COVID-19 health pandemic, and extended the declaration of local emergency for a period of thirty (30) days from the date of adoption of Resolution No. 2020-51; and

**WHEREAS**, the City Council of the City of Inver Grove Heights finds that the existing local emergency will continue past April 17, 2020, therefore necessitating an extension of the existing emergency declaration.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The City Council finds that the existing local emergency due to the COVID-19 health pandemic will continue past April 17, 2020, and that it is necessary to extend the existing declaration of a local emergency through the end of May.
2. The City Council hereby extends the existing declaration of local emergency through May 31, 2020.
3. All of the authorizations and approvals granted in the initial Proclamation and Declaration of Emergency and in Resolution No. 2020-51 are hereby continued for the duration of the extension of the declaration of local emergency.
4. The City Council and Mayor hereby determine that in-person meetings of the City Council, Planning Commission, and other commissions of the City of Inver Grove Heights are not practical or prudent, nor is it feasible for the mayor, chief administrative officer, or city attorney to be present at the regular place of City Council meetings, namely Inver Grove Heights City Hall, due to the COVID-19 health

pandemic, Emergency Executive Order 2020-01 and subsequent Emergency Executive Orders, including Emergency Executive Order 2020-33, and recommendations of the United States Center For Disease Control. The City Council extends the authority to all city public bodies to conduct public meetings pursuant to and in compliance with Minnesota Statutes, Section 13D.021 until such time as the presiding officer of each body determines, in consultation with the City Administrator, that it is no longer impractical or imprudent for the respective public body to resume in-person meetings or the termination of this declaration of local emergency, whichever occurs first.

5. The City Council hereby specifically authorizes City Hall and all other City buildings and facilities to remain closed to the public until May 31, 2020 or such earlier time as it is determined by the City Administrator and/or Governor that such buildings and facilities may be reopened to the public.
6. The City Clerk is authorized and directed to file and post notice of adoption of this resolution and any emergency regulations as authorized and required by State law or City Code.

Adopted by the City Council of the City of Inver Grove Heights this 13<sup>th</sup> day of April, 2020.

Signed:

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George Tourville, Mayor

Attest:

---

Rebecca Kiernan, City Clerk



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

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**CONSIDER APPROVAL OF AGREEMENT FOR MEDICAL DIRECTOR SERVICES FOR POLICE DEPARTMENT**

Meeting Date: April 13, 2020

Item Type: Police

Contact: Commander Josh Otis, 651-450-2528

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Council is requested to consider approval of the attached Agreement for Services, including Medical Director Services, with HealthEast.

**SUMMARY**

HealthEast has been providing Medical Director Services to the Police Department for several years. HealthEast and the City would like to enter into a formal written agreement related to the continued provision of those services to the Police Department by HealthEast.

**ATTACHMENTS**

1. Agreement for Services

**AGREEMENT FOR SERVICES  
(including Medical Director services)**

**THIS AGREEMENT** (“Agreement”) is made and entered into effective as of April 13, 2020 (the “Effective Date”), by and between the City of Inver Grove Heights, a Minnesota Municipal Corporation (the “City”) and HealthEast Care System, a Minnesota nonprofit corporation, doing business as HealthEast Medical Transportation (the “Group”), but signed on the dates set forth below.

**RECITALS**

A. The City is a Minnesota municipal corporation that desires to contract with the Group to provide certain services, including medical director services, to the Inver Grove Heights Police Department (the “IGHPD”) as set forth in this Agreement.

B. The Group employs qualified employees, including physicians, and desires to contract with the City to provide certain services, including medical director services, to IGHPD as required by and set forth in this Agreement.

**AGREEMENT**

In consideration of the Recitals, the mutual promises and undertakings hereinafter contained, and other good and valuable consideration, the City and the Group hereby agree as follows:

**ARTICLE I  
GROUP**

**1.01 Retention of the Group.**

City hereby engages the Group to provide certain services, including medical director services (the “Services”) to the IGHPD under the terms of this Agreement, and the Group hereby accepts such engagement and agrees to designate qualified employees for this purpose, including qualified physician employees to provide the medical director services (the “Medical Director”). A more detailed description of the Services is set forth in the Statement of Work attached hereto as Exhibit A.

- A. The Group will designate up to two physician employees who will share in the performance the Medical Director duties. The Group has the right to change its designation of a Medical Director from time to time by notice to IGHPD; provided that the Group shall change its designation of the physician serving as a Medical Director if IGHPD or the City reasonably object, for any reason, to the Group’s selection of such physician. If IGHPD or the City object to a physician serving as Medical Director, the parties shall discuss the objection and will attempt to work collaboratively to resolve any issues before the Group shall be obligated to find a replacement Medical Director.

- B.** The Group shall comply with all governmental laws, rules and regulations relating to licensure and operation of the City and the IGHPD. The Group and the Medical Director shall also comply with the compliance programs and policies of the City and IGHPD, to the extent the program and policies, and any changes thereto, are made available to the Group.
- C.** During the term of this Agreement, the Group shall be the only provider of medical director services to the IGHPD.

**1.02 Representations and Warranties; Quality; Medical Staff; Reporting.** The Group represents and warrants that: (a) the Medical Director is, and will continue to be throughout the term of this Agreement, duly registered and in good standing with the Minnesota Board of Medical Practice and duly licensed to practice medicine in the State of Minnesota; (b) the Group and the Medical Director shall comply with all state, federal and local laws, regulations, rules and ordinances applicable to this Agreement or the services to be provided pursuant to this Agreement; and (c) the Group and the Medical Director (i) are, and will continue to be throughout the term of this Agreement, eligible to participate in the Medicare program, the Medicaid program and all other federal health care programs (the “Federal Programs”), and (ii) have not been sanctioned by or excluded from any of the Federal Programs and will not, during the term of this Agreement, be sanctioned by or excluded from any of the Federal Programs. The Group shall promptly notify the IGHPD of any loss or suspension of, or material limitations on, the license of a Medical Director, of any malpractice or professional disciplinary action against a Medical Director which is initiated, pending, settled, or results in a judgment or adverse decision, and of any exclusion from participation in or sanction by a Federal Program.

**1.03 Group Employees.** At all times during the term of this Agreement, the individuals providing the Services will be employees of the Group or Fairview Health Services, or one of its affiliates, and shall be subject to the direction and control of the Group.

## **ARTICLE II**

### **INSURANCE, INDEMNIFICATION AND PERSONNEL**

**2.01 Insurance.** Each party represents that it has and will continue to have appropriate levels of insurance to cover its operations, vehicles, equipment and personnel during the term of this Agreement. The Group agrees that it will maintain the following minimum insurance levels:

- **Workers’ Compensation Insurance.** The Group shall provide Workers’ Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Group shall also provide Employer’s Liability Insurance with minimum limits as follows:
  - \$500,000 – Bodily Injury by Disease per employee
  - \$500,000 – Bodily Injury by Disease aggregate
  - \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Group from Workers’ Compensation insurance, the Group must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers’ Compensation requirements.

- **Commercial General Liability Insurance.** The Group shall maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Agreement. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:
  - \$1,000,000 – per occurrence
  - \$2,000,000 – annual aggregate
  - \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

- **Business Automobile Liability Insurance.** The group shall Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:
  - \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
  - The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.
- **Professional/Technical (Errors and Omissions) Liability Insurance.** The Group shall maintain Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims the Group may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Group's professional services required under the contract. The Group is required to carry the following minimum limits:
  - \$2,000,000 – per occurrence
  - \$2,000,000 – annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Group shall maintain such insurance for a period of at least two (2) years,

following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Group to fulfill this requirement.

**2.02 Indemnification.**

A. The Group agrees to indemnify and hold City and its officials, employees, and agents (the “City Indemnities”) harmless from and against any and all claims, causes of action, damages, loss, costs and expenses (including, but not limited to, reasonable attorneys’ fees) suffered or incurred by any of the City Indemnities and arising out of or related to the Group’s breach of this Agreement or the negligent acts or omissions of the Group or its employees.

B. City agrees to indemnify and hold the Group and its officers, directors and employees (the “Group Indemnities”) harmless from and against all claims, causes of action, damages, loss, costs and expenses (including, but not limited to, reasonable attorneys’ fees) suffered or incurred by any of the Group Indemnities and arising out of or related to City’s breach of this Agreement or the negligent acts or omissions of City or its employees or volunteers.

**2.03 Personnel.** All personnel, such as supervisors, technologists, technicians, aides, janitors and other personnel, other than Group’s employees, including the Medical Director, and any other independent providers, required for operation of the City or IGHPD will be employed or engaged by the City, which retains full administrative control of such personnel.

**ARTICLE III  
TERM AND TERMINATION**

**3.01 Term.** The initial term of this Agreement (the “Initial Term”) shall begin on and include the Effective Date and continue thereafter until the first anniversary of the Effective Date, unless terminated earlier pursuant to Section 3.02. This Agreement shall automatically renew for additional terms of one (1) year each (each a “Renewal Term”), unless either party gives the other party notice of its intent not to renew this Agreement at least ninety (90) days prior to the end of the Initial Term or a Renewal Term, as the case may be.

**3.02 Termination.** This Agreement may be terminated as follows:

- A. If either party shall default in its obligations under this Agreement (other than as described in subsection 3.02B) and shall fail to cure such default within ten (10) days after written notice from the non-defaulting party describing the default, then the non-defaulting party may terminate this Agreement at any time after the ten (10) day cure period while the default continues by written notice to the defaulting party; or
- B. City may terminate this Agreement by written notice to the Group at any time if the Group breaches or fails to meet any of the covenants, agreements, warranties and requirements set forth in Section 1.02 or if any representation contained in Section 1.02 shall be or become untrue; or
- C. Either party may terminate this Agreement at any time upon at least ninety (90) days’ prior written notice to the other party.

#### **ARTICLE IV** **COMPENSATION**

**4.01 Compensation.** There will be no exchange of funds between the parties in connection with the provision of Services hereunder. Rather, the parties agree that it would be mutually beneficial to exchange the performance of certain services as payment for the Services performed under this Agreement. The parties shall work together to determine an acceptable in-kind exchange that is agreeable to both parties, which may be modified from time to time. Such in-kind exchange shall be specifically approved in writing by the City, at City's sole discretion.

#### **ARTICLE V** **GENERAL PROVISIONS**

**5.01 Confidentiality.** If the Group or the Medical Director has access to or knowledge of information of a confidential or proprietary nature, including, but not limited to, medical records, business or financial records, or other matters or practices of the City or IGHPD, neither the Group nor the Medical Director shall, directly or indirectly, disclose, permit the disclosure of, or use any such information for purposes other than as necessary for the performance by the Medical Director of the services rendered pursuant to this Agreement. The Group agrees to execute and comply with the terms of a mutually agreeable business associate agreement, which agreement is required under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder. Group further understands and agrees that it must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City or IGHPD pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by Group pursuant to this Agreement. This paragraph shall survive the cancellation or termination of this Agreement.

**5.02 Independent Contractor.** The Group is, and at all times during the term of this Agreement shall remain, an independent contractor and not a partner of or joint venture with the City. The City shall neither have nor exercise any control or direction over the methods by which the Group shall accomplish its duties. No relationship of employer or employee is created by this Agreement, and neither the Group nor the Medical Director shall have any claim against the City for any incidents of employment, including, but not limited to, salary, vacation pay, sick leave, retirement benefits, social security contributions, workers' compensation payments, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

#### **ARTICLE VI** **MISCELLANEOUS PROVISIONS**

**6.01 Notices.** All communications, notices and demands of any kind ("Notices") which either party may be required or elect to give or serve upon the other party shall be made in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, to the following addresses:

|             |                                                                                                     |
|-------------|-----------------------------------------------------------------------------------------------------|
| If to CITY: | City of Inver Grove Heights Police Department<br>8150 Barbara Ave.<br>Inver Grove Heights, MN 55077 |
|-------------|-----------------------------------------------------------------------------------------------------|

Attn: Chief of Police

If to GROUP: HealthEast Medical Transportation  
779 Reaney Avenue  
St. Paul, MN 55106  
Attn: Chief of EMS

Notices delivered in person shall be effective upon delivery. Mailed Notices shall be effective when received, as conclusively evidenced by the return receipt. Either party may change its address by giving the other party written notice of its new address as herein provided.

**6.02 Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any covenant of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant thereafter, and the same shall continue and remain in full force and effect.

**6.03 Severability.** Should any one or more of the provisions of this Agreement for any reason be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**6.04 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any and all legal actions related to this Agreement shall be venued in Dakota County District Court, Dakota County, Minnesota.

**6.05 Other Agreements.** This Agreement, together with the attached Exhibit, constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, made by either party to the other concerning the subject matter hereof.

**6.06 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and the Group.

**6.07 Amendments.** This Agreement may be amended or supplemented only by a writing executed by the parties.

**6.08 Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same agreement.

**6.09 Headings.** The headings at the beginning of each numbered article or section of this Agreement are solely for the convenience of the parties, and are not a part of this Agreement.

**6.10 Survival.** The provisions of Sections 2.01 (for all statute of limitations periods), 2.02, 5.01, 5.02, 5.03 and 6.04 shall survive termination of this Agreement.

City of Inver Grove Heights

HealthEast Care System, doing business as

HealthEast Medical Transportation

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

DocuSigned by:  
By:  \_\_\_\_\_  
9A65E4DDDF9B427...

Its: Chief, Shared Clinical Services \_\_\_\_\_

Date: 4/8/2020 | 3:51:15 PM CDT \_\_\_\_\_

Attest: \_\_\_\_\_

Rebecca Kiernan, City Clerk

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



**EXHIBIT A**  
**STATEMENT OF WORK**

The Group shall provide the following Services to IGHPD:

- Medical Director services for up to four (4) hours per month unless the parties agree to an alternative number of hours based on the needs of IGHPD, including but not limited to the following:
  - Develop and approve patient care protocols
  - Oversee patient care quality improvement activities
  - Approve provider competency on a regular basis
  - Authorize the procurement of medical supplies and medications requiring physician authorization
  - Approve and participate in continuing education
- Up to 15 hours of annual medical training provided to IGHPD staff
- Restocking of medical supplies used by IGHPD in responding to medical scenes
- Continuous exchange of medical equipment used by IGHPD at medical scenes
- Such other duties as may be agreed to by the parties from time to time

In exchange for the provision of the Services, the City will make the following available to the Group:

- Such other items or services as may be agreed to by the parties from time to time

---

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

---

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
ANGELA M. LUTZ AMANN  
KORINE L. LAND  
DONALD L. HOEF  
BRIDGET McCAULEY NASON  
PETER J. MIKHAIL  
TONA T. DOVE  
AARON S. PRICE  
DAVID L. SIENKO  
CASSANDRA BAUTISTA  
SCOTT LUCAS  
AMANDA JOHNSON

## MEMO

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**TO: Inver Grove Heights Mayor and Councilmembers**  
**FROM: Bridget Nason, City Attorney**  
**DATE: April 9, 2020**  
**RE: Resolution Authorizing Use of Electronic Signatures**

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**Section 1. Background.** State statutes authorize the execution of certain documents by way of an electronic signature. With City offices being closed, and to help reduce the number of people touching paper documents at any given time, the attached resolution authorizing the execution of customary contracts and other City documents has been prepared for Council consideration.

**Section 2. Council Action.** The Council is asked to consider approval of the attached resolution authorizing the use of electronic signatures for the execution of customary contracts and other City documents.

Attachment

**RESOLUTION NO. 20-\_\_\_\_\_**

**INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA**

**AUTHORIZING THE EXECUTION OF ORDINARY AND CUSTOMARY CONTRACTS  
AND CITY DOCUMENTS BY ELECTRONIC SIGNATURE**

**WHEREAS,** Minn. Stat. § 412.221, subd. 2 allows City Councils to enter into contracts deemed necessary or desirable to make effective any power possessed by the council; and

**WHEREAS,** Minn. Stat. § 412.201 requires that every contract, conveyance, license or other written instrument shall be executed on behalf of the City by the Mayor and Clerk, with the corporate seal affixed, and only pursuant to authority from the Council; and

**WHEREAS,** Minn. Stat. § 325L.07 recognizes electronic signatures as legally enforceable; and

**WHEREAS,** the City Council finds it in the best interest of the efficient operation of the City to authorize the Mayor and City Clerk to use of electronic signatures to execute ordinary and customary contracts and other City documents.

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

1. The Mayor and City Clerk are hereby authorized to execute ordinary and customary contracts and other City documents by electronic signature.

Adopted by the City Council of the City of Inver Grove Heights this 13<sup>th</sup> day of April, 2020.

Signed:

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George Tourville, Mayor

Attest:

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Rebecca Kiernan, City Clerk

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

## Resolution Authorizing 2019 Transfers and Fund Closing

Meeting Date: April 13, 2020

Item Type: Consent

Contact: Amy Hove 651-450-2521

Prepared by: Amy Hove, Finance Director

Reviewed by: Joe Lynch, City Administrator

Eric Carlson, P &amp; R Director

Scott Thureen, PW Director

Heather Rand, Community Dev. Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Authorize 2019 Transfers and Fund Closing.

**SUMMARY**

We are requesting the following transfers effective December 31, 2019:

**Community Center**

- \$365,982.48 from the Host Community Fund to the Community Center Fund to cover the operating deficit for 2019. The amended 2019 budgeted transfer was \$565,700, a difference of \$199,718. The 2007 VMCC/Grove audit set a goal of recovering 90% of the Community Center operating expenditures with operating revenues. It is estimated that in 2019, the VMCC/Grove covered 88% of Community Center operation expenditures.
- \$366,259.77 from the Host Community Fund to the Community Center Fund to cover capital outlay purchased in 2019. The amended budgeted transfer was \$1,043,500, a difference of approximately \$677,000. At the March 23, 2020 meeting, council approved a carryover of \$669,700 related to unspent capital projects.

**Central Equipment Fund**

- \$205,560 from the Inver wood Golf Course for payoff of the 2019 Golf Cart Fleet Loan.
- \$76,443.09 from the Inver wood Golf Course for payoff of the 2019 Equipment Loan.
- \$37,684.14 from the Inver wood Golf Course for payoff of the 2018 Equipment Loan.

**Local Improvement Fund(s)**

- \$111.38 from the Host Community Fund to the 2018 Local Improvement Fund, Project #1806-2018 Recycling Grant, for costs not reimbursed by the Dakota County Recycling Grant.
- \$301,549.23 from the Park Acquisition & Development Fund to the 2016 Local Improvement Fund, Project #1622-2010 State Bonding Grant for Heritage Village Park, council previously designated funding source with costs to follow.
- \$35,128.66 from the Host Community Fund to the 2017 Local Improvement Fund, Project #1722-VMCC West Rink for costs incurred after interfund loan was established.

- \$8,856.62 from the Community Development Budget (General Fund) to the 2019 Local Improvement Fund, Project #1901-2019 Recycling Grant, for additional costs (mostly wages) not covered by grant funding.

### **EDA Fund**

- \$6,567.15 from the Host Community Fund to the EDA Fund, Project E008, for property taxes, stormwater fees and additional demolition costs at 6639 Concord Blvd.
- \$107,938.59 from the Host Community Fund to the EDA Fund, Project E010, for additional property acquisition costs at 6940 and 6950 Dixie Avenue.

### **Community Property Fund**

- \$38,101.84 from the Closed Bond Fund, Project L0010, for property taxes, storm water fees and higher demolition costs for 1805 60<sup>th</sup> Street property.

We are requesting the following funds be closed effective December 31, 2019 through residual equity transfers:

- Close Fund 362, General Obligation Refunding Bonds 2014B to Fund 399, Closed Bond Fund, \$52,960.96
- Close Fund 389, General Obligation Tax Increment Refunding Bonds 2011A from Fund 399, Closed Bond Fund, \$ 0
- Close Fund 354, General Obligation Sewer Revenue Bonds 2010A from Fund 368, General Obligation Sewer Revenue Refunding Bonds 2017A, \$15,372.84
- Close Fund 420, 2000 Local Improvement Fund to Fund 408 Capital Improvement Revolving Loan, \$15,042.92
- Close Fund 424, 2004 Local Improvement Fund to Fund 408 Capital Improvement Revolving Loan, \$ 0
- Close Fund 430, 2010 Local Improvement Fund to Fund 408 Capital Improvement Revolving Loan, \$176,559.35
- Close Fund 432, 2012 Local Improvement Fund to Fund 408 Capital Improvement Revolving Loan, \$59.01

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

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

**RESOLUTION AUTHORIZING 2019 TRANSFERS AND FUND CLOSING**

**WHEREAS**, there are transfers and fund closings which need to be approved for 2019;

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the following operating transfers are authorized in 2019:

|                                           |                       |              |
|-------------------------------------------|-----------------------|--------------|
| From: Host Community Fund                 | 451.57.9200.590.91100 | \$365,982.48 |
| To: Community Center Fund                 | 205.59.0000.3911000   | 365,982.48   |
| From: Host Community Fund                 | 451.57.9200.590.91100 | 366,259.77   |
| To: Community Center Fund                 | 205.59.0000.3911000   | 366,259.77   |
| From: Inver wood Golf Course              | 503.209.2090000       | 205,560.00   |
| To: Central Equipment Fund                | 603.130.1260000       | 205,560.00   |
| From: Inver wood Golf Course              | 503.209.2090000       | 76,443.09    |
| To: Central Equipment Fund                | 603.130.1260000       | 76,443.09    |
| From: Host Community Fund                 | 451.57.9200.590.91100 | 111.38       |
| To: 2018 Local Improvement Fund           | 438.59.0000.3911000   | 111.38       |
| From: Park Acquisition & Development Fund | 402.44.6000.451.91100 | 301,549.23   |
| To: 2016 Local Improvement Fund           | 436.59.0000.3911000   | 301,549.23   |
| From: Host Community Fund                 | 451.57.9200.590.91100 | 35,128.66    |
| To: 2017 Local Improvement Fund           | 437.59.0000.3911000   | 35,128.66    |
| From: General Fund                        | 101.57.9200.590.91100 | 8,856.62     |
| To: 2019 Local Improvement Fund           | 439.59.0000.3911000   | 8,856.62     |
| From: Host Community Fund                 | 451.57.9200.590.91100 | 6,567.15     |
| To: EDA Fund                              | 291.45.0000.3911000   | 6,567.15     |
| From: Host Community Fund                 | 451.57.9200.590.91100 | 107,925.68   |
| To: EDA Fund                              | 291.45.0000.3911000   | 107,925.68   |
| From: Closed Bond Fund                    | 399.57.9000.570.91100 | 38,101.84    |
| To: Community Property Fund               | 449.59.0000.3911000   | 38,101.84    |

**BE IT FURTHER RESOLVED:** that the following residual equity transfer is authorized in 2019 and the funds subsequently closed:

|       |                                                     |                       |             |
|-------|-----------------------------------------------------|-----------------------|-------------|
| From: | GO Refunding Bonds<br>2014B Debt Service Fund       | 362.57.9200.590.91200 | \$52,960.96 |
| To:   | Closed Bond Fund                                    | 399.59.0000.3912000   | 52,960.96   |
| From: | GO Sewer Refunding Bonds<br>2017A Debt Service Fund | 368.57.9200.590.91200 | 15,372.84   |
| To:   | GO Sewer Revenue Bonds<br>2010A Debt Service Fund   | 354.59.0000.3912000   | 15,372.84   |
| From: | 2000 Local Improvement Fund                         | 420.57.9200.590.91200 | 15,042.92   |
| To:   | Capital Improvement Revolving Fund                  | 408.59.0000.3912000   | 15,042.92   |
| From: | 2010 Local Improvement Fund                         | 430.57.9200.590.91200 | 176,559.35  |
| To:   | Capital Improvement Revolving Fund                  | 408.59.0000.3912000   | 176,559.35  |
| From: | 2012 Local Improvement Fund                         | 432.57.9200.590.91200 | 59.01       |
| To:   | Capital Improvement Revolving Fund                  | 408.59.0000.3912000   | 59.01       |

Adopted by the City of Inver Grove Heights this 13<sup>th</sup> day of April 2020.

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George Tourville, Mayor

ATTEST:

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Rebecca Kiernan, City Clerk

## CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**Consider Contractor for Grove Concession Stand Modifications**

Meeting Date: April 13, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Approve a quote from Diversified Construction in the amount of \$21,020 for modifications to the former Grove Concession Stand. Funding will come from the VMCC/Grove budget.

**SUMMARY**

The Grove Concession Stand has not been used as a concession stand since 2009. We are proposing to repurpose the concession stand and use the space for storage and staging for our recreation and VMCC programs. Storage in the VMCC/Grove is a premium and this conversion is the best use for this space. We received two quotes as follows:

|                           |          |
|---------------------------|----------|
| Construct-All Corporation | \$23,144 |
| Diversified Construction  | \$21,020 |