

Inver Grove Heights City Council
Monday, April 27, 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**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (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.org). Comments received prior to 4:00 p.m. on Monday, April 27, 2020, will be provided to the Council at or before the April 27, 2020 meeting. **To reach this meeting: Phone Number 1-877-568-4106 Access Code: 333-814-045**

1. Call to Order

2. Roll Call

3. Presentations

COVID 19 Update - Emergency Management Director Melissa Chiodo

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 April 13, 2020 City Council Meeting.
- B.** Disbursements for Period Ending April 22, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Consider Acceptance of a Donation from Flint Hills Resources.
- F.** Consider Acceptance of a Donation from a City Resident to the Inver Grove Heights Fire and Police Departments.
- G.** Consider Pay Request #3 General Sheet Metal Company, LLC for VMCC/Grove HVAC Project.
- H.** Consider Resolution Accepting Proposal for Additional Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area from Barr Engineering.
- I.** Consider Resolution Receiving Bids, Awarding Contract, and approving geotechnical services proposal for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).
- J.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

5. Public Comment

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

6. Public Hearing

- A.** Public Hearing to Consider Approval of additional business owner at Elevated Massage Business, 2898 Upper 55th Street, Suite B.
- B.** Continuation of Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements.
- C.** Continuation of 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

7. Regular

Planning

- A.** United Properties: Consider the following Resolutions for the property located along Courthouse Boulevard, west of Barnes Avenue:
 - a. A Resolution relating to a Final Plat, Final P.U.D. Development Plans, Improvement Agreement, and related agreements for Building 1 in the Inverpoint Business Park First Addition.
 - b. A Resolution relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block 1, Inverpoint Business Park First Addition.

Engineering

- B.** Consider Resolution Approving Special Assessment Deferment and a Subdivision and Special Assessment Agreement for City Project No. 2019-09D - 64th Street Area Improvements

8. Executive Session

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

9. Mayor and Council Comments

10. Adjourn

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

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

****Meeting via Zoom Video Conferencing****

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 13, 2020, via Zoom Video Conferencing. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL:

Present via Zoom Video Conferencing were: Mayor Tourville, Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, Assistant City Attorney McCauley Nason, Finance Director Hove, Planning Director Rand, Public Works Director Scott Thureen, Police Chief Chiodo, Fire Chief Thill, Parks and Recreation Director Carlson, Technology Manager Gade, and City Clerk Kiernan.

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

- 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, 2020 City Council Meeting.
- B.** Disbursements for Period Ending April 8, 2020. **Resolution 2020-62.**
- 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 2020-63** 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 2020-64** Receiving Bids and Awarding Contract for the 2020 Pavement Management Program, City Project 2020-09A – Crack seal.
- O.** Consider **Resolution 2020-65** 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 2020-66** Extending Emergency Declaration to May 31, 2020.
- R.** Approve Medical Director Service for Police Department.
- S.** **Resolution 2020-67** Authorizing the Use of Electronic Signatures.
- T.** **Resolution 2020-68** Authorizing 2019 Transfers and Fund Closings.
- U.** Consider Contractor for Grove Concession Stand Modifications.

Councilmember Bartholomew requested pulling Agenda Item 4H.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Item 4H.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4H. Consider Awarding a Contract for Salem Hills Park Athletic Court Project.

Councilmember Bartholomew commented they are contemplating approving the hiring of a Consultant to observe the construction and asked if this was something that has been done in the past and the reason. Parks and Recreation Director Eric Carlson responded last year when the pickleball court project was done at North Valley Park, the same Consulting Engineer was used to design the project and also do the construction observation and inspections. He stated the recommendation is that the Council hire the same company to do similar work at Salem Hills. The Consultant would test materials for the City which is required of the project.

Motion by Bartholomew second by Dietrich to approve Agenda Item 4H. Consider Awarding a Contract for Salem Hills Park Athletic Court Project.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

7. REGULAR AGENDA:

8. EXECUTIVE SESSION:

9. MAYOR AND COUNCIL COMMENTS:

Mayor Tourville stated the next regular meeting of the City Council will take place on Monday, April 27th, 2020 at 7:00 p.m. Citizens can go online on Thursday April 23, 2020 and look at the Agenda for phone numbers and contact information.

10. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn the meeting at 7:05 P.M.

Ayes: 5

Nays: 0

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Amy Hove 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of April 9, 2020 to April 22, 2020.

SUMMARY

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

General & Special Revenue	\$558,748.72
Debt Service & Capital Projects	33,592.20
Enterprise & Internal Service	266,761.94
Escrows	2,846.25
Grand Total for All Funds	<u><u>\$861,949.11</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 April 9, 2020 to April 22, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2020-69

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

WHEREAS, a list of disbursements for the period ending April 22, 2020 was presented to the City Council for approval.

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

General & Special Revenue	\$558,748.72
Debt Service & Capital Projects	33,592.20
Enterprise & Internal Service	266,761.94
Escrows	2,846.25
Grand Total for All Funds	<u><u>\$861,949.11</u></u>

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 04/09/2020 - 04/22/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0098319	04/10/2020	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	901.95
AFSCME COUNCIL 5	INV0098320	04/10/2020	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	77.32
BLACKTOP PROS, LLC	20-0111	04/21/2020	MARCH 9-11	101.43.5200.443.40046	9,520.00
BLACKTOP PROS, LLC	20-0112	04/14/2020	04/03/2020	101.43.5200.443.40046	14,450.00
BLACKTOP PROS, LLC	20-0116	04/21/2020	04/03/2020	101.43.5200.443.40046	10,625.00
BUREAU OF CRIMINAL APPREHENSION	00000598569	04/21/2020	00000012981	101.42.4000.421.40044	390.00
COLLINS ELECTRICAL CONST.	2030916.01	04/14/2020	04/02/2020	101.43.5200.443.40046	143.68
COMCAST	04/05/2020	04/21/2020	8772105910359526	101.42.4200.423.30700	10.54
CULLIGAN	03/31/2020	04/14/2020	157-98603467-4	101.42.4200.423.60065	83.56
CULLIGAN	03/31/2020 B	04/14/2020	157-98459100-6	101.42.4200.423.60065	15.78
CULLIGAN	03/31/2020 C	04/14/2020	157-98459118-8	101.42.4200.423.60065	48.50
DAKOTA COMMUNICATIONS CENTER	BU2020-05	04/21/2020	Monthly fee - May 2020	101.42.4000.421.70502	57,135.00
DAKOTA COMMUNICATIONS CENTER	BU2020-05	04/21/2020	Monthly fee - May 2020	101.42.4200.423.70502	50,326.00
DAKOTA CTY FINANCIAL SVCS	00037729	04/21/2020	P0001753	101.47.1400.413.40035	7,153.25
DAKOTA CTY PROP TAXATION & RECORDS	04/14/2020 C	04/14/2020	Setion 28 TWN	101.44.6000.451.30700	114.00
EFTPS	INV0098345	04/10/2020	FEDERAL WITHHOLDING	101.203.2030200	54,649.89
EFTPS	INV0098347	04/10/2020	MEDICARE WITHHOLDING	101.203.2030500	15,134.14
EFTPS	INV0098348	04/10/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	41,585.10
EFTPS	INV0098349	04/10/2020	FEDERAL WITHHOLDING	101.203.2030200	73.58
EFTPS	INV0098351	04/10/2020	MEDICARE WITHHOLDING	101.203.2030500	23.86
EFTPS	INV0098352	04/10/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	102.00
EFTPS	INV0098355	04/10/2020	FEDERAL WITHHOLDING	101.203.2030200	26.81
EFTPS	INV0098357	04/10/2020	MEDICARE WITHHOLDING	101.203.2030500	12.84
EFTPS	INV0098358	04/10/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	54.94
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0098326	04/10/2020	HSA ELECTION-FAMILY	101.203.2032500	3,051.78
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0098327	04/10/2020	HSA ELECTION-SINGLE	101.203.2032500	5,234.99
HILLYARD INC	603836382	04/21/2020	274086	101.42.4200.423.60011	113.48
IAFC MEMBERSHIP	000060167	04/14/2020	4/30 - 5/1 membership	101.42.4200.423.50070	240.00
ICMA RETIREMENT TRUST - 457	INV0098317	04/10/2020	457 - ROTH AGE 50+	101.203.2031400	140.00
ICMA RETIREMENT TRUST - 457	INV0098318	04/10/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0098328	04/10/2020	ICMA-AGE <49 %	101.203.2031400	8,529.30
ICMA RETIREMENT TRUST - 457	INV0098329	04/10/2020	ICMA-AGE <49	101.203.2031400	3,025.00
ICMA RETIREMENT TRUST - 457	INV0098330	04/10/2020	ICMA-AGE 50+ %	101.203.2031400	1,463.81
ICMA RETIREMENT TRUST - 457	INV0098331	04/10/2020	ICMA-AGE 50+	101.203.2031400	7,101.15
ICMA RETIREMENT TRUST - 457	INV0098332	04/10/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0098341	04/10/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,711.52
ICMA RETIREMENT TRUST - 457	INV0098342	04/10/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	894.00
ICMA RETIREMENT TRUST - 457	INV0098343	04/10/2020	ROTH-AGE <49 %	101.203.2032400	45.87
IMAGE TREND INC	121540	04/14/2020	0295	101.42.4200.423.30700	3,110.00
ING DIRECT	INV0098624	04/10/2020	MSRS-HCSP	101.203.2032200	3,317.26
INNOVATIVE OFFICE SOLUTIONS	SUM-053873	04/21/2020	S28777	101.41.1100.413.60040	13.64
INNOVATIVE OFFICE SOLUTIONS	SUM-053873	04/21/2020	S28777	101.45.3300.419.60040	64.85
IUOE	INV0098333	04/10/2020	UNION DUES IUOE	101.203.2031000	1,143.42
LELS	INV0098334	04/10/2020	UNION DUES (LELS)	101.203.2031000	2,059.00
LELS SERGEANTS	INV0098344	04/10/2020	UNION DUES (LELS SGT)	101.203.2031000	372.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I	148599	04/14/2020	111541	101.42.4200.423.30700	491.00
MARTIN-MCALLISTER	12952	04/14/2020	INV001	101.42.4000.421.30700	1,100.00
MINNEAPOLIS OXYGEN CO.	00057199	04/21/2020	01910	101.42.4200.423.30700	99.82
MINNEAPOLIS OXYGEN CO.	00057200	04/21/2020	01915	101.42.4200.423.30700	72.45
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0098322	04/10/2020	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0098323	04/10/2020	JOSH PARROW ORDER- 0015633635 CASE- 00	101.203.2032100	427.31
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0098324	04/10/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	186.89
MN DEPT OF REVENUE	CM0002730	04/10/2020	LEVY - ANDREW BRAVO	101.203.2031900	(76.90)
MN DEPT OF REVENUE	INV0098346	04/10/2020	STATE WITHHOLDING	101.203.2030300	23,491.51
MN DEPT OF REVENUE	INV0098350	04/10/2020	STATE WITHHOLDING	101.203.2030300	36.19
MN DEPT OF REVENUE	INV0098356	04/10/2020	STATE WITHHOLDING	101.203.2030300	14.34
OCCUPATIONAL HEALTH CENTERS OF MINNESO	103158951	04/14/2020	N26-1351004654	101.41.1100.413.30500	1,146.00
OFFICE OF MN. IT SERVICES	DV20030505	04/21/2020	200B00171	101.47.1400.413.40035	310.00
OKER INVESTMENTS	000238	04/14/2020	04/10/2020	101.45.3000.419.30700	185.00
OXYGEN SERVICE COMPANY, INC	03461624	04/21/2020	04394	101.42.4000.421.60065	54.00
PARAGON DEVELOPMENT SYSTEMS (PDS)	15008496	04/21/2020	INVER	101.47.1400.413.40035	1,766.13
PERA	INV0098335	04/10/2020	PERA COORDINATED PLAN	101.203.2030600	42,595.24
PERA	INV0098336	04/10/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,276.51
PERA	INV0098337	04/10/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0098338	04/10/2020	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0098339	04/10/2020	PERA POLICE & FIRE PLAN	101.203.2030600	21,842.82
PERA	INV0098340	04/10/2020	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	32,764.26
PERA	INV0098353	04/10/2020	PERA COORDINATED PLAN	101.203.2030600	57.60
PERA	INV0098354	04/10/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	4.43
PETTY CASH - WF PURCHASE CARD FEES	HAUGLAND DENNIS WF OOI	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.60065	75.71
PETTY CASH - WF PURCHASE CARD FEES	REBECCA KIERNAN WF OOI	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.1200.414.50065	10.93
PETTY CASH - WF PURCHASE CARD FEES	REBECCA KIERNAN WF OOI	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.1200.414.50065	15.52

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH - WF PURCHASE CARD FEES	REBECCA KIERNAN WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.1200.414.60010	12.00
PETTY CASH - WF PURCHASE CARD FEES	REBECCA KIERNAN WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.1200.414.60010	13.59
PETTY CASH - WF PURCHASE CARD FEES	SHANNON BATTLES WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	101.20
PETTY CASH - WF PURCHASE CARD FEES	TERI O'CONNOR WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	2.99
PETTY CASH - WF PURCHASE CARD FEES	TERI O'CONNOR WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	2.99
PETTY CASH - WF PURCHASE CARD FEES	TERI O'CONNOR WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	2.99
PETTY CASH - WF PURCHASE CARD FEES	TERI O'CONNOR WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	2.99
PETTY CASH - WF PURCHASE CARD FEES	TERI O'CONNOR WF 00	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	13.57
PETTY CASH - WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF	04/11/2020	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	5.98
PETTY CASH - WF PURCHASE CARD FEES	04/13/2020	04/14/2020	March 2020	101.41.2000.415.70440	64.56
SOUTH ST PAUL, CITY OF	IN40273	04/14/2020	2997	101.42.4000.421.50080	570.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1748421	04/21/2020	4606-0575-9714	101.42.4000.421.30550	40.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1748777	04/21/2020	4606-0575-9714	101.42.4000.421.30550	43.48
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.41.2000.415.30550	61.04
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.42.4000.421.30550	147.33
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.42.4200.423.30550	24.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.43.5000.441.30550	5.25
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.43.5100.442.30550	21.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.43.5200.443.30550	31.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.44.6000.451.30550	31.58
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.45.3000.419.30550	7.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.45.3200.419.30550	23.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.45.3300.419.30550	17.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	101.47.1400.413.30550	10.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.41.1100.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.41.2000.415.30550	26.57
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.42.4000.421.30550	123.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.42.4200.423.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.43.5000.441.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.43.5100.442.30550	34.65
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.43.5200.443.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.44.6000.451.30550	19.88
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.45.3000.419.30550	6.93
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.45.3300.419.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	101.47.1400.413.30550	23.10
TEXAS STATE DISBURSEMENT UNIT	INV0098321	04/10/2020	ANDREW BRAVO FEIN/TAXPAYER ID: 4160052	101.203.2032100	401.13
TYLER TECHNOLOGIES, INC	025-290458	04/14/2020	41443	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900547535 R	04/21/2020	1051948	101.43.5200.443.60045	48.71
UNIFIRST CORPORATION	0900547535 R	04/21/2020	1051948	101.44.6000.451.60045	26.52
UNIFIRST CORPORATION	090 0548932	04/21/2020	1051948	101.43.5200.443.60045	48.71
UNIFIRST CORPORATION	090 0548932	04/21/2020	1051948	101.44.6000.451.60045	26.52
WELLS FARGO CREDIT CARD ACH	5.11, Inc. WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	1,199.85
WELLS FARGO CREDIT CARD ACH	5.11, Inc. WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	239.97
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	255.00
WELLS FARGO CREDIT CARD ACH	Aiafstraining WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	(99.00)
WELLS FARGO CREDIT CARD ACH	Allstream WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	1,468.58
WELLS FARGO CREDIT CARD ACH	Amazon.Com 1I4or2jd3 WF 03	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	265.95
WELLS FARGO CREDIT CARD ACH	Amazon.Com Df6c60rw3 A WI	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	19.58
WELLS FARGO CREDIT CARD ACH	Amazon.Com Sm12507g3 A V	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	53.49
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 4449w8ay3 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	29.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 6c10d2t53 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	57.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 6z5z18mf3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	95.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 724s94dt3 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	23.40
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Eh9ew36b3 WI	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	85.50
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Er0bl8i53 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	27.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us G03g86nq3 WI	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	41.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Gn89a7j23 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	67.77
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us H52gz6zd3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	27.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Jf66c5lj3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	39.33
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Mr93m1ct3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	32.10
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Og37g26e3 WI	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	39.95
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Rk6eb97I3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	679.10
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Uj3ph7v83 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	89.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ur7tx7s03 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60041	147.50
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Xd9fp5q43 WF	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60065	79.92
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Z15rk94d3 WF	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60045	222.60
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 03	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	(375.00)
WELLS FARGO CREDIT CARD ACH	Bill Hicks And Co Ltd WF 03/2	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60013	67.92
WELLS FARGO CREDIT CARD ACH	Bloomington Security S WF 03	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	333.00
WELLS FARGO CREDIT CARD ACH	Brock White 150 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60065	741.60
WELLS FARGO CREDIT CARD ACH	Centurylink WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	95.70
WELLS FARGO CREDIT CARD ACH	Centurylink WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	74.94
WELLS FARGO CREDIT CARD ACH	Chewy.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60013	60.32
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	30.65
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.43.5100.442.50080	36.56
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 03/2	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40050	10.55
WELLS FARGO CREDIT CARD ACH	Dakota County Regional WF 00	04/18/2020	Wells Fargo Purchase Cards	101.45.3000.419.50080	25.00
WELLS FARGO CREDIT CARD ACH	Dey Appliance A WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	16.32
WELLS FARGO CREDIT CARD ACH	Dxl.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	38.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Dxl.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	57.00
WELLS FARGO CREDIT CARD ACH	Facebk Wcqsrrwdx2 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.41.1300.413.50025	52.00
WELLS FARGO CREDIT CARD ACH	Fbi National Academy A WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50070	110.00
WELLS FARGO CREDIT CARD ACH	Fdic/Ems Today WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	635.00
WELLS FARGO CREDIT CARD ACH	Fdic/Ems Today WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	720.00
WELLS FARGO CREDIT CARD ACH	Galls WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	104.95
WELLS FARGO CREDIT CARD ACH	Gs Direct Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.60065	182.55
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0479 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50065	33.48
WELLS FARGO CREDIT CARD ACH	Icon Enterprises Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.40035	3,217.46
WELLS FARGO CREDIT CARD ACH	Ihealth Labs Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	173.48
WELLS FARGO CREDIT CARD ACH	In Minnesota Law Enfo WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50078	395.00
WELLS FARGO CREDIT CARD ACH	In Schlomka'S Vac Tru WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	995.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.43.5200.443.60016	20.58
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	50.51
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60011	60.93
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60016	26.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60040	22.99
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Eco WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.41.1200.414.60065	34.10
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	266.46
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60065	16.43
WELLS FARGO CREDIT CARD ACH	Minit Mart #0559 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50065	21.83
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50030	62.50
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	1,160.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	485.00
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60045	409.90
WELLS FARGO CREDIT CARD ACH	Mnscu Mrtc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	380.00
WELLS FARGO CREDIT CARD ACH	Msft E0100aj3at WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.40035	192.83
WELLS FARGO CREDIT CARD ACH	Newman Signs Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60065	151.65
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50075	73.56
WELLS FARGO CREDIT CARD ACH	Olsen Fire Protection WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	2,370.00
WELLS FARGO CREDIT CARD ACH	Paypal Bentbrew WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	90.00
WELLS FARGO CREDIT CARD ACH	Paypal Firemarshal WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	160.00
WELLS FARGO CREDIT CARD ACH	Paypal Firemarshal WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	160.00
WELLS FARGO CREDIT CARD ACH	Paypal Mingjietong Eb WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	56.90
WELLS FARGO CREDIT CARD ACH	Paypal Mn Iaai WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	(268.07)
WELLS FARGO CREDIT CARD ACH	Paypal Mn Iaai WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50080	(268.07)
WELLS FARGO CREDIT CARD ACH	Post Board Licensing WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50070	540.00
WELLS FARGO CREDIT CARD ACH	Prairie Moon WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60065	1,165.25
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60016	109.58
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60016	219.16
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70324 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	44.54
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70324 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	212.50
WELLS FARGO CREDIT CARD ACH	Smartsign WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	17.29
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.50020	4.59
WELLS FARGO CREDIT CARD ACH	Sq Atlantis Global LI WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	359.30
WELLS FARGO CREDIT CARD ACH	Sq Expert Tree Servic WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.30700	475.00
WELLS FARGO CREDIT CARD ACH	Sq Expert Tree Servic WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.30700	300.00
WELLS FARGO CREDIT CARD ACH	Sq Mn Police & Peace WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	60.00
WELLS FARGO CREDIT CARD ACH	Sq Mn Police & Peace WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50080	60.00
WELLS FARGO CREDIT CARD ACH	Subway 00258525 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50075	17.33
WELLS FARGO CREDIT CARD ACH	Subway 00258525 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50075	45.43
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	7.56
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	14.97
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	37.35
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	52.43
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60016	178.64
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60040	11.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	(29.96)
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60011	162.07
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60011	195.78
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60011	315.64
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	128.44
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	213.51
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.60065	116.16
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.40040	37.91
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60011	4.98
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60016	21.92
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60040	299.00
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60040	277.70
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60040	39.90
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.44.6000.451.60065	14.04
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.43.5200.443.50080	(70.00)
WELLS FARGO CREDIT CARD ACH	U.S.Internet Corp WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.40035	220.00
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	96.46
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.50030	12.25
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4200.423.50035	110.00
WELLS FARGO CREDIT CARD ACH	Walgreens #5081 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	57.75
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	53.76
WELLS FARGO CREDIT CARD ACH	Zoll Medical Corp WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.42.4000.421.60065	(17.82)
WELLS FARGO CREDIT CARD ACH	Zoom.Us WF 03/20	04/18/2020	Wells Fargo Purchase Cards	101.47.1400.413.40035	16.06
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0098325	04/10/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005251	101.203.2032100	433.06
XCEL ENERGY	636657809 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(84.41)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	640518861 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(582.91)
XCEL ENERGY	64128577 CR	03/18/2020	Gas & Electric	101.42.4000.421.40042	(309.74)
XCEL ENERGY	644388470 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(266.36)
XCEL ENERGY	644976992	03/18/2020	Gas & Electric	101.42.4000.421.40042	41.65
XCEL ENERGY	648472051 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(346.79)
XCEL ENERGY	649216243	03/18/2020	Gas & Electric	101.42.4000.421.40042	42.01
XCEL ENERGY	652358302 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(427.77)
XCEL ENERGY	652920030	03/18/2020	Gas & Electric	101.42.4000.421.40042	42.37
XCEL ENERGY	655907648 CR	03/18/2020	Gas & Electric	101.43.5400.445.40020	(358.98)
XCEL ENERGY	656671314	03/18/2020	Gas & Electric	101.42.4000.421.40042	41.65
XCEL ENERGY	660529679	03/18/2020	Gas & Electric	101.43.5400.445.40020	428.58
XCEL ENERGY	661280482	03/18/2020	Gas & Electric	101.42.4000.421.40042	41.36
XCEL ENERGY	663823111	03/18/2020	Gas & Electric	101.43.5400.445.40020	53.42
XCEL ENERGY	664566635 CR	03/18/2020	Gas & Electric	101.42.4000.421.40042	(91.88)
XCEL ENERGY	667593094	03/18/2020	Gas & Electric	101.43.5400.445.40020	741.40
XCEL ENERGY	668370445	03/18/2020	Gas & Electric	101.42.4000.421.40042	41.99
XCEL ENERGY	671626457	03/18/2020	Gas & Electric	101.43.5400.445.40020	731.62
XCEL ENERGY	672362545	03/18/2020	Gas & Electric	101.42.4000.421.40042	42.75
XCEL ENERGY	675147016	03/18/2020	Gas & Electric	101.43.5200.443.40020	134.25
XCEL ENERGY	675147016	03/18/2020	Gas & Electric	101.43.5400.445.40020	10,225.39
XCEL ENERGY	675156339	03/18/2020	Gas & Electric	101.43.5400.445.40020	616.60
XCEL ENERGY	675158821	03/18/2020	Gas & Electric	101.42.4200.423.40010	2,770.65
XCEL ENERGY	675158821	03/18/2020	Gas & Electric	101.42.4200.423.40020	1,746.78
XCEL ENERGY	675825569	03/18/2020	Gas & Electric	101.44.6000.451.40020	261.02
XCEL ENERGY	6759001348	03/18/2020	Gas & Electric	101.42.4000.421.40042	41.23
Fund: 101 - GENERAL FUND					479,611.46
WELLS FARGO CREDIT CARD ACH	Facebk Bbr8arwlp2 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50025	75.00
WELLS FARGO CREDIT CARD ACH	Facebk U6wagrwp2 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50025	25.00
WELLS FARGO CREDIT CARD ACH	Google Gsuite_Visitig WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50070	18.00
WELLS FARGO CREDIT CARD ACH	Google Ads8715259637 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50070	92.15
WELLS FARGO CREDIT CARD ACH	Hospitality Minnesota WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50080	30.00
WELLS FARGO CREDIT CARD ACH	Hospitality Minnesota WF 03/20	04/18/2020	Wells Fargo Purchase Cards	201.44.1600.465.50080	(30.00)
Fund: 201 - C.V.B. FUND					210.15
BACKER, CHELSEY	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	86.00
BARKER, NICOLE	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	85.00
BARRY, SUSAN	04/14/2020	04/21/2020	COVID-19	204.207.2070300	3.86
BARRY, SUSAN	04/14/2020	04/21/2020	COVID-19	204.44.0000.3470000	54.14
BERRY, RICARDO	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	44.00
BRACE, NATALIE	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	86.00
BUDKE, STEVEN	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	172.00
CUSTARD, MELISSA	04/14/2020	04/21/2020	COVID-19	204.207.2070300	3.86
CUSTARD, MELISSA	04/14/2020	04/21/2020	COVID-19	204.44.0000.3470000	54.14
ERICKSON, BESSY	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	36.00
GIBSON, ANN	04/10/2020	04/14/2020	Inver Grove Heights	204.44.0000.3470000	132.00
IGH SENIOR CLUB	04/09/2020	04/14/2020	March memberships x4	204.227.2271000	60.00
JOHNSON, KRISTIN	04/10/2020 refund	04/21/2020	COVID-19	204.44.0000.3470000	66.00
JOHNSON, KRISTIN	04/10/2020 refund	04/21/2020	COVID-19	204.44.0000.3470000	48.00
KASAM, MALLIKARJUNARAO	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	45.00
KORNEGOR, CHAD	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	36.00
KRAMER, LISSA	04/14/2020	04/21/2020	COVID-19	204.207.2070300	3.86
KRAMER, LISSA	04/14/2020	04/21/2020	COVID-19	204.44.0000.3470000	54.14
KRANZ, JENNY	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	36.00
MORALES, DANA	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	85.00
PHON, LINDA	04/14/2020	04/21/2020	COVID-19	204.207.2070300	3.86
PHON, LINDA	04/14/2020	04/21/2020	COVID-19	204.44.0000.3470000	54.14
PRUDEN, LISA	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	66.00
RELF, ANDREA	04/14/2020	04/21/2020	COVID-19	204.44.0000.3470000	99.00
SAWIERS, SILVANA	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	44.00
SELDEN, ELIZABETH	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	87.00
SIEMERS, ALEKSANDRA	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	66.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	204.44.6100.452.30550	1.97
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	204.44.6100.452.30550	12.58
USSET, KATHLEEN	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	86.00
WELLS FARGO CREDIT CARD ACH	American Carnival Mart WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	319.55
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 5m51d4l73 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	18.64
WELLS FARGO CREDIT CARD ACH	Dollartree WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	9.00
WELLS FARGO CREDIT CARD ACH	Dollartree WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	14.00
WELLS FARGO CREDIT CARD ACH	Fun Express WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	72.60
WELLS FARGO CREDIT CARD ACH	Kidcreate Studio WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.30700	200.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.50025	25.00
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60010	71.69
WELLS FARGO CREDIT CARD ACH	Party City 1153 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	36.39
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60009	129.46
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60045	231.90
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	204.44.6100.452.60010	(53.49)
ZECHMEISTER, RICK	04/10/2020	04/14/2020	COVID-19	204.44.0000.3470000	52.00
Fund: 204 - RECREATION FUND					2,838.29

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21245176	04/14/2020	04/06/2020	205.44.6200.453.40020	3,812.80
AEP ONSITE PARTNERS, LLC	419-21245176	04/14/2020	04/06/2020	205.44.6200.453.40020	3,921.63
ATKINSON, CHELSEA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
BACKER, CHELSEY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
BOYSEN, LAURIE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
BROCK, LYNDA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
BRYNTESEN, JODI	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
CHERUMANI, ANCY	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	76.00
CHRISTMAN, NATSHA	04/05/2020	04/14/2020	Swim lesson due to closure	205.44.0000.3493501	59.00
CZECH, ANTHONY	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	152.00
DAHL, TOM	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
DITTRICH, ELIZABETH	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
DUBOIS, DANIELLE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
EZ FITNESS SOLUTIONS, LLC	20-0002	04/21/2020	04/08/2020	205.44.6200.453.40042	360.00
FELTON, JON	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	118.00
FURRY, JORDYNE	04/01/2020 Refund	04/21/2020	PIF membership due to closure	205.207.2070300	8.98
FURRY, JORDYNE	04/01/2020 Refund	04/21/2020	PIF membership due to closure	205.44.0000.3490100	126.02
GAG, KELLY	04/17/2020	04/21/2020	Membership refund due to closure	205.207.2070300	3.00
GAG, KELLY	04/17/2020	04/21/2020	Membership refund due to closure	205.44.0000.3490100	42.00
GUTIERREZ, KATIE	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	65.00
HABIB, JENNIFER	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	130.00
HALEY, KAYLYN	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
HALVERSON, DAWN	04/13/2020	04/14/2020	Closure refund	205.207.2070300	8.38
HALVERSON, DAWN	04/13/2020	04/14/2020	Closure refund	205.44.0000.3492500	117.62
HANOWSKI, KRISTIN	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	195.00
HANSEN, ERIN	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	195.00
HOGAN, STEPHANIE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
HONDL, BRITTANY	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	130.00
HUMANN, KIMBERLY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	177.00
Jackson, Jill	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	195.00
JENSEN, MOLLY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
JORGENSEN, GRETA	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	152.00
KADRLIK, DEBBIE	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	130.00
KARTHAK, RICK	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
KENNEDY, MIKE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
KNIE, DIANE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
KOCIK, EMILY	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	72.00
LACH, SHANNEN	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
LE, MYHA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	118.00
LEONIDA, KATRINA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	59.00
LOAHR, ARIEL	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
LY, CASEY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
MCQUILLAN, AMY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	195.00
MULVILLE, BROOKE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
MUNOZ, MARICELA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
NELSON, MARGARET	04/14/2020	04/14/2020	Mmbership due to closure	205.207.2070300	7.89
OZNUR, EXMAN	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
PERFECTION PLUS, INC	113108	04/14/2020	04/01/2020	205.44.6200.453.40040	6,326.10
PETRUK, AMY	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	65.00
PETTY CASH - WF PURCHASE CARD FEES	DANA LINDSEY WF OOP 03/	04/11/2020	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.60065	54.77
POPEHN, DEBORAH	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
RECREATION SUPPLY COMPANY	376949	04/21/2020	WS231900	205.44.6200.453.60040	2,899.00
SAMUELSON, TIFFANY	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
SASS, ANNMARIE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
SEERUP, KAYLA	04/14/2020	04/21/2020	COVID-19	205.207.2070300	14.96
SEERUP, KAYLA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3492900	210.04
SIKOROWSKI, ALLISON	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
SNODGRASS, CAROLINE	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	195.00
STANDING, CLARA	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	149.00
STRANDE, ELIZABETH	04/14/2020	04/21/2020	COVID-19	205.44.0000.3493501	130.00
TAIT, ERIN	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	76.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	205.44.6200.453.30550	9.45
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	205.44.6200.453.30550	5.18
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	205.44.6200.453.30550	9.45
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	205.44.6200.453.30550	31.06
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	205.44.6200.453.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	205.44.6200.453.30550	7.70
TRIER, SAMANTHA	04/17/2020	04/21/2020	COVID-19	205.44.0000.3493501	65.00
WELLS FARGO CREDIT CARD ACH	Adobe 800-833-6687 WF 03/	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50070	169.95
WELLS FARGO CREDIT CARD ACH	Amazon.Com 6d6d918j3 A Wf	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	56.75
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 2601q4p03 WF	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	35.34
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us D78w90xj3 WF	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	11.39
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Wn4441xx3 W	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	24.51
WELLS FARGO CREDIT CARD ACH	Becker Arena WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,059.85
WELLS FARGO CREDIT CARD ACH	Canva 02625-21655771 WF (	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50025	2.00
WELLS FARGO CREDIT CARD ACH	Canva 02627-12421020 WF (	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50025	1.00
WELLS FARGO CREDIT CARD ACH	Canva 02627-9537206 WF 03/	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50025	1.00
WELLS FARGO CREDIT CARD ACH	Cen Century Ma WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	449.46
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 03/	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.22
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.36
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF 03/2	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	39.84

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	159.36
WELLS FARGO CREDIT CARD ACH	Daxko Llc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50070	534.00
WELLS FARGO CREDIT CARD ACH	Elite Gymnastics Acade WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50090	50.00
WELLS FARGO CREDIT CARD ACH	Facebk 2cnv2snjm2 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50025	20.38
WELLS FARGO CREDIT CARD ACH	Facebk 4vrqhsjjm2 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50025	17.53
WELLS FARGO CREDIT CARD ACH	Fox Tracks, Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50030	67.81
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.40040	718.44
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.40040	718.44
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	7.93
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	86.90
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	86.90
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	277.76
WELLS FARGO CREDIT CARD ACH	Grainger WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	197.83
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60024	3,029.85
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	208.99
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	208.98
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	1,277.52
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	1,277.52
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60012	8.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	11.94
WELLS FARGO CREDIT CARD ACH	Medpro Waste Disposal WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.40025	103.74
WELLS FARGO CREDIT CARD ACH	Menards Richfield Mn WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	264.97
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	14.99
WELLS FARGO CREDIT CARD ACH	Minnesota Women'S Pres WF 04/18/2020		Wells Fargo Purchase Cards	205.44.6200.453.50025	587.00
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - Mnpls WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	228.00
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	1,660.04
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	231.45
WELLS FARGO CREDIT CARD ACH	Riedell Skates WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	1,318.53
WELLS FARGO CREDIT CARD ACH	Riedell Skates WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	879.01
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	35.12
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	74.26
WELLS FARGO CREDIT CARD ACH	Schindler Elevator Cor WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.40040	338.34
WELLS FARGO CREDIT CARD ACH	Sq Metro Dining Club WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	2,250.00
WELLS FARGO CREDIT CARD ACH	Staples Direct WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	260.38
WELLS FARGO CREDIT CARD ACH	Swimoutlet.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	347.99
WELLS FARGO CREDIT CARD ACH	Target.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	21.42
WELLS FARGO CREDIT CARD ACH	Target.Com WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	26.73
WELLS FARGO CREDIT CARD ACH	Target.Com WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60065	(21.42)
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60012	8.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60012	8.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	10.15
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	14.75
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60045	43.90
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60045	43.89
WELLS FARGO CREDIT CARD ACH	The Metro Group Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60016	1,876.50
WELLS FARGO CREDIT CARD ACH	Tvy Silversneakers WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	329.00
WELLS FARGO CREDIT CARD ACH	United Laboratories In WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	518.33
WELLS FARGO CREDIT CARD ACH	United Laboratories In WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60011	518.33
WELLS FARGO CREDIT CARD ACH	Wrist-Band WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.60040	59.00
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 03/20	04/18/2020	Wells Fargo Purchase Cards	205.44.6200.453.50070	35.00
WORSCH, ANNIE	04/10/2020	04/14/2020	COVID-19	205.44.0000.3493501	76.00
XCEL ENERGY	675825569	03/18/2020	Gas & Electric	205.44.6200.453.40010	5,744.35
XCEL ENERGY	675825569	03/18/2020	Gas & Electric	205.44.6200.453.40020	12,349.76
XCEL ENERGY	675825573	03/18/2020	Gas & Electric	205.44.6200.453.40010	10,161.36
Fund: 205 - COMMUNITY CENTER					74,741.80
EHLERS AND ASSOCIATES, INC.	83159	04/14/2020	04/09/2020	290.45.3000.419.30700	698.75
EHLERS AND ASSOCIATES, INC.	83160	04/14/2020	04/09/2020	290.45.3000.419.30700	125.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					824.52
DAKOTA CTY PROP TAXATION & RECORDS	04/14/2020	04/14/2020	2020 tax payments	291.45.3000.419.30700	522.50
Fund: 291 - EDA ACQUISITIONS					522.50
DAKOTA CTY PROP TAXATION & RECORDS	SA0020 05/08/2020	04/14/2020	2020 Special assmt maintenance	399.57.9000.570.30700	5,995.00
Fund: 399 - CLOSED BOND FUND					5,995.00
ANCOM TECHNICAL CENTER	94725	04/14/2020	809	434.42.4200.423.80500	187.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Rk6eb97l3 WF 04/18/2020		Wells Fargo Purchase Cards	434.42.4200.423.60065	190.26
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us S14m707v3 W 04/18/2020		Wells Fargo Purchase Cards	434.42.4200.423.60065	126.00
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	434.42.4200.423.60065	294.00
WELLS FARGO CREDIT CARD ACH	Towelhub WF 03/20	04/18/2020	Wells Fargo Purchase Cards	434.42.4200.423.60065	167.57
Fund: 434 - 2014 IMPROVEMENT FUND					964.83
WELLS FARGO CREDIT CARD ACH	Braun Intertec Corp WF 03/20	04/18/2020	Wells Fargo Purchase Cards	437.44.5900.737.30700	644.25
WSB & ASSOCIATES, INC.	R-013050-000-18	04/21/2020	04/15/2020	437.44.5900.737.30700	725.50
Fund: 437 - 2017 IMPROVEMENT FUND					1,369.75
WELLS FARGO CREDIT CARD ACH	Amazon.Com Yh6qh0ed3 A W 04/18/2020		Wells Fargo Purchase Cards	439.42.4200.423.60018	3,651.75
Fund: 439 - 2019 IMPROVEMENT FUND					3,651.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMERICAN ENGINEERING TESTING, INC.	911035	04/14/2020	INV001	440.74.5900.740.30300	4,903.90
Fund: 440 - PAVEMENT MANAGEMENT PROJ					4,903.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	441.74.5900.741.30550	11.55
WELLS FARGO CREDIT CARD ACH	Amazon.Com Ds85c0q03 WF	04/18/2020	Wells Fargo Purchase Cards	441.74.5900.741.40066	34.59
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 0	04/18/2020	Wells Fargo Purchase Cards	441.74.5900.741.40066	25.98
XCEL ENERGY	675147016 CR	03/18/2020	Gas & Electric	441.74.5900.741.40020	(319.83)
Fund: 441 - STORM WATER MANAGEMENT					(247.71)
HOISINGTON KOEGLER GROUP INC.	019-036-8	04/14/2020	04/05/2020	444.74.5900.744.30700	4,111.93
Fund: 444 - PARK CAPITAL REPLACEMENT					4,111.93
DAKOTA CTY PROP TAXATION & RECORDS	04/14/2020 B	04/14/2020	Amberwood outlot A	448.74.5900.748.30700	1,728.00
EMMONS & OLIVIER RESOURCES	00095-0060-12	04/14/2020	03/18/2020	448.74.5900.748.30700	30.25
Fund: 448 - NWA - STORM WATER					1,758.25
BARR ENGINEERING COMPANY	23190218.00-8	04/21/2020	04/14/2020	451.75.5900.751.30700	8,269.50
JOEL CARLSON	03/16/2020	04/14/2020	April 2020 affairs & research	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					9,269.50
WELLS FARGO CREDIT CARD ACH	Western Container Comp WF	04/18/2020	Wells Fargo Purchase Cards	470.43.5500.446.60065	1,815.00
Fund: 470 - 2020 IMPROVEMENT FUND					1,815.00
AUTOMATIC SYSTEMS CO.	34970S	04/21/2020	INVE01	501.50.7100.512.30700	251.05
CORE & MAIN LP	M082034	04/21/2020	099872	501.50.7100.512.60016	2,326.75
CORE & MAIN LP	M137297	04/21/2020	099872	501.50.7100.512.40043	712.80
CORE & MAIN LP	M162841	04/21/2020	099872	501.50.7100.512.40043	896.04
CORE & MAIN LP	M162848	04/21/2020	099872	501.50.7100.512.60016	528.62
CORE & MAIN LP	M162103	04/21/2020	099872	501.50.7100.512.60016	421.96
CORE & MAIN LP	M188244	04/21/2020	099872	501.50.7100.512.40043	142.86
GRAINGER	9496880387	04/21/2020	806460150	501.50.7100.512.40040	449.37
HAWKINS, INC.	4691410	04/21/2020	108816	501.50.7100.512.60019	658.80
MN DEPT OF HEALTH	04/17/2020	04/21/2020	04/17/2020	501.50.7100.512.50070	23.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	501.50.7100.512.30550	10.68
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	501.50.7100.512.30550	27.72
TYLER TECHNOLOGIES, INC	025-291684	04/14/2020	41443	501.50.7100.512.70440	1,431.88
VALLEY-RICH CO, INC	28163	04/21/2020	03/31/2020	501.50.7100.512.40046	4,291.29
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Em3k61h03 W	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.50020	33.90
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee WF 0	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	5.10
WELLS FARGO CREDIT CARD ACH	Dey Appliance A WF 03/20	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	62.06
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	637.23
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	17.47
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	17.67
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	102.60
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	288.08
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF (	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	(10.35)
WELLS FARGO CREDIT CARD ACH	Mnawwa WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.50080	(290.00)
WELLS FARGO CREDIT CARD ACH	Mnawwa WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.50080	(290.00)
WELLS FARGO CREDIT CARD ACH	Northern Tool Equip-Mn WF 0	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	122.98
WELLS FARGO CREDIT CARD ACH	Plastic Mart WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	(0.01)
WELLS FARGO CREDIT CARD ACH	Realvnc Limited WF 03/20	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	510.00
WELLS FARGO CREDIT CARD ACH	Realvnc Limited WF 03/20 CR	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.40040	(400.00)
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 0	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	114.38
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 0	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	32.86
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 03.	04/18/2020	Wells Fargo Purchase Cards	501.50.7100.512.60016	90.64
XCEL ENERGY	636653438	03/18/2020	Gas & Electric	501.50.7100.512.40010	1,140.42
XCEL ENERGY	636653438 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(10,202.13)
XCEL ENERGY	640514302	03/18/2020	Gas & Electric	501.50.7100.512.40010	876.21
XCEL ENERGY	640514302 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(18,469.93)
XCEL ENERGY	644581732	03/18/2020	Gas & Electric	501.50.7100.512.40010	690.90
XCEL ENERGY	644581732 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(9,281.73)
XCEL ENERGY	648465064	03/18/2020	Gas & Electric	501.50.7100.512.40010	613.25
XCEL ENERGY	648465064 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(8,181.67)
XCEL ENERGY	652941251	03/18/2020	Gas & Electric	501.50.7100.512.40010	876.19
XCEL ENERGY	652941251 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(38,259.60)
XCEL ENERGY	655903097	03/18/2020	Gas & Electric	501.50.7100.512.40010	939.61
XCEL ENERGY	655903097	03/18/2020	Gas & Electric	501.50.7100.512.40020	16,410.62
XCEL ENERGY	656683790	03/18/2020	Gas & Electric	501.50.7100.512.40020	57.93
XCEL ENERGY	660525203	03/18/2020	Gas & Electric	501.50.7100.512.40010	876.45
XCEL ENERGY	660525203 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(4,648.24)
XCEL ENERGY	663818465	03/18/2020	Gas & Electric	501.50.7100.512.40010	1,515.62
XCEL ENERGY	663818465 CR	03/18/2020	Gas & Electric	501.50.7100.512.40020	(10,621.88)
XCEL ENERGY	667588633	03/18/2020	Gas & Electric	501.50.7100.512.40010	2,302.73
XCEL ENERGY	667588633	03/18/2020	Gas & Electric	501.50.7100.512.40020	5,085.13
XCEL ENERGY	671621745	03/18/2020	Gas & Electric	501.50.7100.512.40010	2,210.61
XCEL ENERGY	671621745	03/18/2020	Gas & Electric	501.50.7100.512.40020	9,940.41
XCEL ENERGY	675153466	03/18/2020	Gas & Electric	501.50.7100.512.40010	2,112.15
XCEL ENERGY	675153466	03/18/2020	Gas & Electric	501.50.7100.512.40020	10,938.44
Fund: 501 - WATER UTILITY FUND					(29,861.08)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METROPOLITAN COUNCIL	0001108376	04/14/2020	5084	502.51.7200.514.40015	169,432.94
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	502.51.7200.514.30550	5.08
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	502.51.7200.514.30550	18.48
TYLER TECHNOLOGIES, INC	025-291684	04/14/2020	41443	502.51.7200.514.70440	1,431.87
XCEL ENERGY	636653438	03/18/2020	Gas & Electric	502.51.7200.514.40010	177.44
XCEL ENERGY	636653438	03/18/2020	Gas & Electric	502.51.7200.514.40020	730.28
XCEL ENERGY	640514302	03/18/2020	Gas & Electric	502.51.7200.514.40010	111.02
XCEL ENERGY	640514302	03/18/2020	Gas & Electric	502.51.7200.514.40020	557.18
XCEL ENERGY	644581732	03/18/2020	Gas & Electric	502.51.7200.514.40010	30.40
XCEL ENERGY	644581732	03/18/2020	Gas & Electric	502.51.7200.514.40020	1,165.64
XCEL ENERGY	648465064	03/18/2020	Gas & Electric	502.51.7200.514.40010	35.50
XCEL ENERGY	648465064	03/18/2020	Gas & Electric	502.51.7200.514.40020	984.34
XCEL ENERGY	652941251	03/18/2020	Gas & Electric	502.51.7200.514.40010	36.31
XCEL ENERGY	652941251 CR	03/18/2020	Gas & Electric	502.51.7200.514.40020	(291.20)
XCEL ENERGY	655903097	03/18/2020	Gas & Electric	502.51.7200.514.40010	37.12
XCEL ENERGY	655903097	03/18/2020	Gas & Electric	502.51.7200.514.40020	1,540.08
XCEL ENERGY	660525203	03/18/2020	Gas & Electric	502.51.7200.514.40010	78.32
XCEL ENERGY	660525203	03/18/2020	Gas & Electric	502.51.7200.514.40020	1,175.02
XCEL ENERGY	663818465	03/18/2020	Gas & Electric	502.51.7200.514.40010	214.31
XCEL ENERGY	663818465	03/18/2020	Gas & Electric	502.51.7200.514.40020	594.58
XCEL ENERGY	667588633	03/18/2020	Gas & Electric	502.51.7200.514.40010	182.41
XCEL ENERGY	667588633	03/18/2020	Gas & Electric	502.51.7200.514.40020	1,017.47
XCEL ENERGY	671621745	03/18/2020	Gas & Electric	502.51.7200.514.40010	326.62
XCEL ENERGY	671621745	03/18/2020	Gas & Electric	502.51.7200.514.40020	1,173.37
XCEL ENERGY	675153466	03/18/2020	Gas & Electric	502.51.7200.514.40010	313.49
XCEL ENERGY	675153466	03/18/2020	Gas & Electric	502.51.7200.514.40020	849.43

Fund: 502 - SEWER UTILITY FUND

181,927.50

ESCAPE FIRE PROTECTION LLC	35292	04/14/2020	Pipe inspection and replacement	503.52.8500.526.50055	750.00
ESCAPE FIRE PROTECTION LLC	35299	04/14/2020	Annual fire protection work	503.52.8500.526.50055	395.00
MANSFIELD OIL COMPANY	21737397	04/21/2020	24129	503.52.8600.527.60021	1,737.80
MANSFIELD OIL COMPANY	21737368	04/21/2020	24129	503.52.8600.527.60021	1,297.57
SOUTH BAY DESIGN	040120	04/21/2020	04/01/2020	503.52.8500.526.50025	255.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	503.52.8600.527.30550	10.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	503.52.8600.527.30550	7.70
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76200	436.84
WELLS FARGO CREDIT CARD ACH	All Star Pro Golf WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8000.521.60065	727.72
WELLS FARGO CREDIT CARD ACH	Antigua Online WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76200	2,982.50
WELLS FARGO CREDIT CARD ACH	Arizona Manufacturing WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76400	520.97
WELLS FARGO CREDIT CARD ACH	Black Clover Enterpris WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76200	832.22
WELLS FARGO CREDIT CARD ACH	Bts Unifirst Corporati WF 03/2	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60045	441.67
WELLS FARGO CREDIT CARD ACH	Copy Right WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8000.521.50030	5,231.64
WELLS FARGO CREDIT CARD ACH	Cutter & Buck Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76200	2,729.24
WELLS FARGO CREDIT CARD ACH	Dakota Cty Environ Mgm WF 0	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.40025	9.10
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 0	04/18/2020	Wells Fargo Purchase Cards	503.52.8500.526.50070	10.00
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 0	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.50070	10.00
WELLS FARGO CREDIT CARD ACH	Greg Norman Collection WF 0	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76200	2,650.39
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 0	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60045	303.85
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60022	177.55
WELLS FARGO CREDIT CARD ACH	P & W Golf Supply Lic WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8000.521.60065	3,088.18
WELLS FARGO CREDIT CARD ACH	P & W Golf Supply Lic WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8100.522.40042	2,186.91
WELLS FARGO CREDIT CARD ACH	P & W Golf Supply Lic WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8100.522.60015	649.77
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76250	952.48
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76350	317.00
WELLS FARGO CREDIT CARD ACH	Prestige Flag Mfg Co I WF 03/	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60050	934.55
WELLS FARGO CREDIT CARD ACH	Schaeffermanufactur WF 03/2	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60022	1,395.57
WELLS FARGO CREDIT CARD ACH	Sentext Solutions WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8500.526.50025	149.00
WELLS FARGO CREDIT CARD ACH	Tour Edge Golf Mfg, In WF 03	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76250	555.91
WELLS FARGO CREDIT CARD ACH	Tour Edge Golf Mfg, In WF 03	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76350	222.59
WELLS FARGO CREDIT CARD ACH	Wgd Aramark Corp Norwl WF	04/18/2020	Wells Fargo Purchase Cards	503.52.8600.527.60012	150.93
WELLS FARGO CREDIT CARD ACH	Zero Friction Llc WF 03/20	04/18/2020	Wells Fargo Purchase Cards	503.52.8200.523.76300	641.09
WORLD FUEL SERVICES	157952276946-41801	04/14/2020	112743	503.52.8600.527.60022	656.55
XCEL ENERGY	674954944	03/18/2020	Gas & Electric	503.52.8500.526.40010	182.87
XCEL ENERGY	674954944	03/18/2020	Gas & Electric	503.52.8500.526.40020	438.10
XCEL ENERGY	674954944	03/18/2020	Gas & Electric	503.52.8600.527.40010	550.77
XCEL ENERGY	674954944	03/18/2020	Gas & Electric	503.52.8600.527.40020	469.78

Fund: 503 - INVER WOOD GOLF COURSE

35,066.31

TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	602.00.2100.415.30550	1.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	602.00.2100.415.30550	0.38

Fund: 602 - RISK MANAGEMENT

1.67

ALTERNATORS STARTERS & PARTS INC	A01309	04/21/2020	01701	603.00.5300.444.40041	348.75
ANCOM TECHNICAL CENTER	94567	04/14/2020	53	603.00.5300.444.40041	35.61
DIAMOND MOWERS INC	0175226-IN	04/21/2020	0010407	603.00.5300.444.40041	540.13
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL031720-21	04/14/2020	04/02/2020	603.00.5300.444.40041	38.28
ENTERPRISE FM TRUST	FBN3930420	04/21/2020	587711A	603.00.5300.444.70300	1,248.00
INVER GROVE FORD	5285154	04/21/2020	04/13/2020	603.00.5300.444.40041	46.54
KREMER SERVICES LLC	67940	04/14/2020	WO# 99302	603.00.5300.444.40041	1,036.32
KREMER SERVICES LLC	67984	04/21/2020	04/09/2020	603.00.5300.444.40041	1,047.66

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
L.T.G. POWER EQUIPMENT	245775	04/21/2020	5656	603.00.5300.444.40041	198.88
MANSFIELD OIL COMPANY	21751221	04/21/2020	23866	603.140.1450060	10,667.64
METRO JANITORIAL SUPPLY INC	11015328	04/14/2020	04/06/2020	603.00.5300.444.40040	178.21
MID CITY SERVICES, INC.	127604	04/21/2020	04/10/2020	603.00.5300.444.40065	66.50
MN LOCKS	101106499	04/21/2020	117	603.00.5300.444.40040	100.00
MN LOCKS	16205	04/14/2020	04/07/2020	603.00.5300.444.40040	1,495.92
MTI DISTRIBUTING CO	1249405	04/14/2020	91180	603.00.5300.444.40041	33.66
NORTH AMERICAN TRAILER SALES	03004157003	04/14/2020	10095	603.140.1450050	34.20
NORTHERN SAFETY TECHNOLOGY INC	49969	04/21/2020	03/04/2020	603.00.5300.444.80700	5,626.57
NORTHERN SAFETY TECHNOLOGY INC	50220	04/21/2020	04/13/2020	603.00.5300.444.80700	6,618.67
O' REILLY AUTO PARTS	1767-463267	04/14/2020	1578028	603.140.1450050	22.52
O' REILLY AUTO PARTS	1767-464083	04/14/2020	1578028	603.140.1450050	123.66
O' REILLY AUTO PARTS	1767-464097	04/14/2020	1578028	603.00.5300.444.60040	36.97
O' REILLY AUTO PARTS	1767-464337	04/21/2020	1578028	603.140.1450050	99.84
O' REILLY AUTO PARTS	1767-464480	04/21/2020	1578028	603.00.5300.444.40041	119.88
O' REILLY AUTO PARTS	1767-464547	04/21/2020	1578028	603.00.5300.444.60040	17.99
O' REILLY AUTO PARTS	1767-464658	04/21/2020	1578028	603.00.5300.444.60012	294.99
O' REILLY AUTO PARTS	1767-465153	04/21/2020	1578028	603.140.1450050	126.81
P.Q.L. INC.	31023371-01	04/21/2020	459287	603.00.5300.444.40040	388.05
PERFECTION PLUS, INC	113108	04/14/2020	04/01/2020	603.00.5300.444.40040	477.36
POMP'S TIRE SERVICE, INC.	980068016	04/14/2020	4502557	603.00.5300.444.60014	1,459.00
POMP'S TIRE SERVICE, INC.	210446618	04/14/2020	4502557	603.00.5300.444.40041	390.00
POMP'S TIRE SERVICE, INC.	980061456	04/14/2020	4502557	603.00.5300.444.40041	145.00
PUMP AND METER SERVICE INC	501354	04/21/2020	494500	603.00.5300.444.40041	423.46
ROAD MACHINERY & SUPPLIES CO	S8062101	04/14/2020	INVER001	603.00.5300.444.40041	242.00
ROAD MACHINERY & SUPPLIES CO	S8075901	04/21/2020	INVER001	603.00.5300.444.40041	317.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	603.00.5300.444.30550	1.74
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	603.00.5300.444.30550	7.70
UNIFIRST CORPORATION	0900547535 R	04/21/2020	1051948	603.00.5300.444.40065	235.42
UNIFIRST CORPORATION	0900547535 R	04/21/2020	1051948	603.00.5300.444.60045	35.55
UNIFIRST CORPORATION	090 0548932	04/21/2020	1051948	603.00.5300.444.40065	129.22
UNIFIRST CORPORATION	090 0548932	04/21/2020	1051948	603.00.5300.444.60045	35.55
WELLS FARGO CREDIT CARD ACH	Hsem Tier 2 Reporting WF 03,04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.50070	25.00
WELLS FARGO CREDIT CARD ACH	Hsem Tier 2 Reporting WF 03,04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.50070	0.62
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.40040	29.97
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.60012	31.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.60012	12.95
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.40040	27.38
WELLS FARGO CREDIT CARD ACH	Vcn Mnstatepatrol WF 03/20 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	603.00.5300.444.50080	16.50
WORLD FUEL SERVICES	163199033407-41801	04/21/2020	112741	603.140.1450050	115.50
WORLD FUEL SERVICES	1639450098360-41801	04/21/2020	112741	603.140.1450050	1,357.88
XCEL ENERGY	675147016	03/18/2020	Gas & Electric	603.00.5300.444.40010	1,557.51
XCEL ENERGY	675147016	03/18/2020	Gas & Electric	603.00.5300.444.40020	1,621.20
ZARNOTH BRUSH WORKS	0179494-IN	04/14/2020	INV1669	603.00.5300.444.40041	366.00
ZARNOTH BRUSH WORKS	0179494-IN	04/14/2020	INV1669	603.140.1450050	1,441.20
Fund: 603 - CENTRAL EQUIPMENT					41,095.45
INNOVATIVE OFFICE SOLUTIONS	SUM-053873	04/21/2020	S28777	604.00.2200.416.60005	149.76
INNOVATIVE OFFICE SOLUTIONS	SUM-053873	04/21/2020	S28777	604.00.2200.416.60010	2,724.65
JACKSON HIRSH INC	1027803	04/14/2020	8803159	604.00.2200.416.60010	174.37
JACKSON HIRSH INC	1027955	04/21/2020	8803159	604.00.2200.416.60010	174.37
WELLS FARGO CREDIT CARD ACH	Amazon.Com 2d5g11dy3 WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	604.00.2200.416.60010	25.01
WELLS FARGO CREDIT CARD ACH	Coordinated Business WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	604.00.2200.416.40050	9,845.15
Fund: 604 - CENTRAL STORES					13,093.31
AEP ONSITE PARTNERS, LLC	419-21245176	04/14/2020	04/06/2020	605.00.7500.460.40020	2,097.12
INNOVATIVE OFFICE SOLUTIONS	SUM-053873	04/21/2020	S28777	605.00.7500.460.60040	1,202.58
LONE OAK COMPANIES	04/17/2020	04/21/2020	Postage	605.00.7500.460.50035	1,800.00
PERFECTION PLUS, INC	113108	04/14/2020	04/01/2020	605.00.7500.460.40040	4,697.60
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172	04/21/2020	Payroll	605.00.7500.460.30550	6.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634	04/21/2020	Payroll	605.00.7500.460.30550	1.93
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Jy19w9mg3 Wl04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.60016	19.90
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Tp21e5sz3 WF04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.60040	184.88
WELLS FARGO CREDIT CARD ACH	Crawford Door Sales Co WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.40040	70.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 03/204/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.60016	69.05
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.50070	10.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.60011	542.35
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.40040	267.82
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.40040	292.00
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 04/18/2020	04/18/2020	Wells Fargo Purchase Cards	605.00.7500.460.40040	2,607.00
XCEL ENERGY	675147016	03/18/2020	Gas & Electric	605.00.7500.460.40020	7,089.42
Fund: 605 - CITY FACILITIES					20,958.44
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Wx2e89kl3 WF04/18/2020	04/18/2020	Wells Fargo Purchase Cards	606.00.1400.413.80610	199.85
WELLS FARGO CREDIT CARD ACH	Bestbuycom805696042714 W04/18/2020	04/18/2020	Wells Fargo Purchase Cards	606.00.1400.413.80610	224.93
WELLS FARGO CREDIT CARD ACH	Bestbuycom805696192558 W04/18/2020	04/18/2020	Wells Fargo Purchase Cards	606.00.1400.413.80610	1,928.23
WELLS FARGO CREDIT CARD ACH	Bestbuycom805696197860 W04/18/2020	04/18/2020	Wells Fargo Purchase Cards	606.00.1400.413.80610	1,928.23
WELLS FARGO CREDIT CARD ACH	Paypal Fivestarste Eb WF 03/04/18/2020	04/18/2020	Wells Fargo Purchase Cards	606.00.1400.413.80610	199.10
Fund: 606 - TECHNOLOGY FUND					4,480.34

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHN R. AND GINA M. SOMERS	04/17/2020	04/21/2020	Escrow release	702.229.2302002	1,000.00
NORTHERN SERVICE CENTER	19WSCR19138641	04/21/2020	ABAY AKBERET Bail	702.229.2291000	280.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF 03/2	04/18/2020	Wells Fargo Purchase Cards	702.229.2286300	5.00
WELLS FARGO CREDIT CARD ACH	In Custom Christmas L WF 0	04/18/2020	Wells Fargo Purchase Cards	702.229.2307200	1,335.00
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 03/20	04/18/2020	Wells Fargo Purchase Cards	702.229.2307200	226.25
Fund: 702 - ESCROW FUND					2,846.25
Grand Total					861,949.11

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Heather Rand, Community
 Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of one (1) rental license.

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 application has been submitted:

JIN LI: 1840 55TH ST EAST

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

RECOMMENDATIONS

Community Development staff recommends approval of the license listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 27, 2020
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer, HR Coordinator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Temp/Seasonal Employment:

Bridget Mace, Firefighter
 Daryl Swenson, Golf Course Grounds Keeper
 Hunter Scott, Engineering Intern
 Jacob Goldade, Golf Course Laborer
 Jeffrey Matuska, Golf Course Laborer
 Jennifer Mink, Firefighter
 Jonathan Pedersen, Firefighter
 Luke Solheid, Park Maintenance Worker
 Matthew Goldade, Golf Course Laborer
 Michael Stellmach, Engineering Intern
 Nealon Thompson, Fire Recruit Instructor
 Robert Cocchiarella, Golf Course Laborer
 Samuel Hosszu, Golf Course Laborer
 Thomas Warnock, Firefighter
 Tyler Bushard, Park Maintenance Worker

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider acceptance of a \$7,666.00 donation from Flint Hills Resources.

SUMMARY

The Inver Grove Heights Fire Department received a donation from Flint Hills Resources to purchase a Fire Extinguisher Training prop that will be used to help train residents and businesses in proper fire extinguisher use.

Flint Hills Resources has been very kind to the local fire departments surrounding their refinery, including Inver Grove Heights, and this is just one more example of their wonderful generosity. The Inver Grove Heights Fire Department sincerely thanks Flint Hills Resources for this wonderful gift.

Staff recommends acceptance of this very generous donation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Chief Judy Thill, Fire Dept.
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: Melissa Chiodo, Police Chief
 Judy Thill, Fire Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider acceptance of donations from a City resident in the amounts of \$1,000.00 and a \$5,000 to the Inver Grove Heights Fire Department and \$1,000 and \$5,000 to the Inver Grove Heights Police Department. (\$12,000 Total)

SUMMARY:

The Inver Grove Heights Fire and Police Departments each received 2 checks recently from an Inver Grove Heights resident who wishes to remain anonymous.

The donor has expressed gratitude to the fire and police departments over the years for their service to the community. These donations would be directed to the fire department's equipment fund and the police department's K-9 fund.

The Fire and Police Staff would like to offer a sincere "Thank You" to this resident for these generous donations!

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #3 - General Sheet Metal Company, LLC for the VMCC/Grove HVAC Project

Meeting Date: April 27, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson - 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Pay Request #3 to General Sheet Metal Company, LLC in an amount of \$64,600.00.

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 10th 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
Total	\$400,995	

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER: **CITY OF INVER GROVE HTS** PROJECT#: **00003** Distribution to: ☐ OWNER
8150 BARBARA AVE APPLICATION NO: **04/22/2020** ☐ ARCHITECT
INVER GROVE HTS MN 550773412 PROJECT NOS.: ☐ CONTRACTOR
GENERAL SHEET METAL CONTRACT DATE: ☐
2330 Louisiana Ave. N. VIA ARCHITECT:
Minneapolis, MN 55427

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

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 \$ **381,245.00**
 (Column G on G703)
5. RETAINAGE:
 a. 5 % of Completed Work \$ **19,062.00**
 (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) \$ **19,062.00**
6. TOTAL EARNED LESS RETAINAGE \$ **362,183.00**
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ **297,583.00**
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ **64,600.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **19,062.00**
 (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: Thomas Kost Date: 4-22-20

State of: **MINNESOTA**

County of: **HENNEPIN**

Subscribed and sworn to before me this 22 day of April 2020

Notary Public:

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 \$ **64,600.00**
(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.

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NUMBER:

APPLICATION DATE: 04/23/2020

PERIOD TO:

ARCHITECT'S PROJECT NO:

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Additional Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area from Barr Engineering

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for additional stormwater modeling for I-State Truck Center and surrounding drainage area from Barr Engineering.

SUMMARY

On October 28, 2019 Council approved a proposal for engineering stormwater modeling services by Barr Engineering dated October 8, 2019 for erosion remedial repair at I-State Trucking and Dakota County Mississippi River Greenway (MRG).

At a stakeholder meeting, which includes the City, MnDNR, USA Corps of Engineers and DNR Scenic and Natural Area, and Dakota County, was held at on February 18, 2020. The stakeholders identified a need to model a larger watershed and City staff directed Barr to prepare a proposal to perform that work. The scope of work includes reviewing and updating subwatershed divides for the drainage area to the small wetland located east of I-State and the large wetland located north of the site.

Barr Engineering was selected as they are in the City's consultant pool and they conducted the stormwater modeling services in 2019. The not to exceed cost for these additional services is \$4,500.

Staff recommends that the Council adopt the resolution accepting the proposal dated March 6, 2020 from Barr Engineering Co. in the amount of \$4,500 for additional stormwater modeling for I-State Truck Center and surrounding drainage area from Barr Engineering.

TJK/kf

Attachments: Resolution
 March 6, 2020 Proposal from Barr Engineering

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**CONSIDER RESOLUTION ACCEPTING PROPOSAL FOR ADDITIONAL STORMWATER
MODELING FOR I-STATE TRUCK CENTER AND SURROUNDING DRAINAGE AREA FROM
BARR ENGINEERING**

RESOLUTION NO. 2020-70

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

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

WHEREAS, on October 28, 2019 Council approved a proposal for engineering stormwater modeling services by Barr Engineering dated October 8, 2019 for erosion remedial repair at I-State Trucking and Dakota County Mississippi River Greenway (MRG); and

WHEREAS, a stakeholders meeting, which includes the City, MnDNR, USA Corps of Engineers and DNR Scenic and Natural Area, and Dakota County, was held at on February 18, 2020. The stakeholders identified a need to model a larger watershed; and

WHEREAS, City staff requested a proposal from Barr Engineering to prepare a proposal to perform the work. The scope of work includes reviewing and updating subwatershed divides for the drainage area to the small wetland located east of I-State and the large wetland located north of the site; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, their familiarity with the site, it is recommended that Barr Engineering Co. be selected from the City's engineering consultant pool as the consulting firm for additional stormwater modeling services as outlined in their March 6, 2020 proposal.

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

1. The proposal from Barr Engineering Co. is accepted and the City Engineer is authorized to enter into a contract in the amount of \$4,500 for additional stormwater modeling services as outlined in their March 6, 2020 proposal.
2. Funding is provided through the City's professional engineering account per the 2020 budget.

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Work Order For:
Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area**

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

between

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

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

Designated Representative:

Karen Chandler, PE

Designated Representative:

Tom Kaldunski, PE

I. Scope Language

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

A portion of the stormwater runoff from the Site is discharged east towards an existing wetland area within the Pine Bend Bluffs SNA. The wetland is bounded on the east by the Mississippi River Regional Trail (MRRT), which was constructed in 2012. Excess water from the wetland is discharged through a concrete culvert that passes under the regional trail and discharges to a ravine that connects to the Mississippi River. In June 2019 the Minnesota DNR reported to Dakota County that a large scour area had developed in the ravine below the culvert outlet, and a pipeline owned by Marathon Pipe Line, LLC had been partially exposed. Subsequently the City contracted with Barr Engineering Co. (Barr) to model the Site in its pre-2007, post-2008, and present-day conditions; to provide recommendations for returning the Site to its intended stormwater management design; and to coordinate stakeholder meetings where the modeling results and recommendations could be reported and discussed.

At the stakeholder meeting, held at City Hall on February 18, 2020, the stakeholders identified a need to model the larger watershed that included the Site, and City staff directed Barr to prepare a proposal to perform that work.

The scope of work includes reviewing and updating subwatershed divides for the drainage area to the small wetland located east of the Site and the large wetland located north of the Site, and performing

event-based simulations for three different land use scenarios: before the 2007-2008 Site construction; immediately after the 2007-2008 Site construction, and after the MRRT construction.

Deliverables

Barr will provide the City with the following deliverables:

1. GIS-based figures showing subwatershed divides and flow volumes to the east and north wetlands
2. Preliminary summary memorandum
3. Final summary memorandum
4. Stormwater model and subwatershed (GIS-based) files (if requested)

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

For the services referenced above, you will pay us for time and expenses not to exceed \$4,500 without prior approval, in accordance with the referenced Master Service Agreement. The scope of services assumes the following:

1. Long-term (continuous) hydrologic simulation is not included.
2. Any meetings with project stakeholders will be via conference call.
3. Response to more than one round of stakeholder comments on the GIS-based figures is not included.
4. Response to more than one round of City staff comments on the preliminary summary memo is not included.

III. Schedule and Assumptions Upon Which Schedule is Based

The following schedule is dependent upon the City providing a notice to proceed by March 24, 2020:

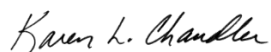
- Barr will provide GIS figures showing subwatershed divides and simulation results for discussion with the city and stakeholders by April 3, 2020.
- Barr will address one round of stakeholder comments and provide updated GIS figures (if applicable) within one week of receiving comments.
- Barr will provide the preliminary summary memo for City staff review within one week of providing the updated GIS figures.
- Barr will incorporate City staff comments and provide the final memo within one week of receiving comments.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By:



By:

Title: Vice President

Title:

Date: March 6, 2020

Date:

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids, Awarding Contract, and approving geotechnical services proposal for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids, awarding contract, and approving geotechnical services proposal for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

SUMMARY

Bids were opened at 11:00 a.m. on April 14, 2020 for the subject project. Six contractors submitted bids. Valley Paving is the lowest responsible bidder with a total bid amount of \$632,310.20. The lowest responsible bid amount is within the budgeted amount per the feasibility study.

The bids were received as follows:

BIDDER	Total Base Bid + Alt. A + Alt. C
Valley Paving	\$632,310.20
McNamara Contracting	\$650,023.00
Minnesota Paving and Materials	\$653,515.46
Bituminous Roadways	\$656,228.50
Park Construction Company	\$664,406.70
S.M. Hentges & Sons, Inc.	\$698,226.50
ENGINEER'S ESTIMATE	\$762,715.00

The base bid with Alternate A (Spot Full Depth Correction - Daytime) and Alternate C (Trail and Pedestrian Ramps) will be awarded. Alternate B (Spot Full Depth Correction - Night Work) will not be awarded. Braun Intertec submitted a geotechnical proposal for City Project No. 2019-09C in the amount of \$7,929.00

Based on the low bid, the estimated total project cost for City Project No. 2019-09C is \$898,000 and estimated final assessments are \$369,000. Final assessments will be based on final costs after construction. The assessment hearing will be scheduled this fall.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for the Base Bid with Alternates A & C to Valley Paving for a total contract amount of \$632,310.20, and approve the geotechnical services proposal from Braun Intertec for a total amount of \$7,929.00 for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

JDM/jdm

Attachments: Resolution
 Location Map
 Bid Tabulation
 Braun Intertec Proposal

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

**RESOLUTION RECEIVING BIDS, AWARDING CONTRACT, AND APPROVING GEOTECHNICAL
SERVICES PROPOSAL FOR CITY PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND OVERLAY
(CONCORD BOULEVARD TO INVER GROVE TRAIL)**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail), bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, and submitted a bid bond; and

BIDDER	Total Base Bid + Alt. A + Alt. C
Valley Paving	\$632,310.20
McNamara Contracting	\$650,023.00
Minnesota Paving and Materials	\$653,515.46
Bituminous Roadways	\$656,228.50
Park Construction Company	\$664,406.70
S.M. Hentges & Sons, Inc.	\$698,226.50
ENGINEER'S ESTIMATE	\$762,715.00

WHEREAS, Valley Paving is the lowest responsible bidder with a total bid of \$632,310.20 for the base bid with alternates A and C for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

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

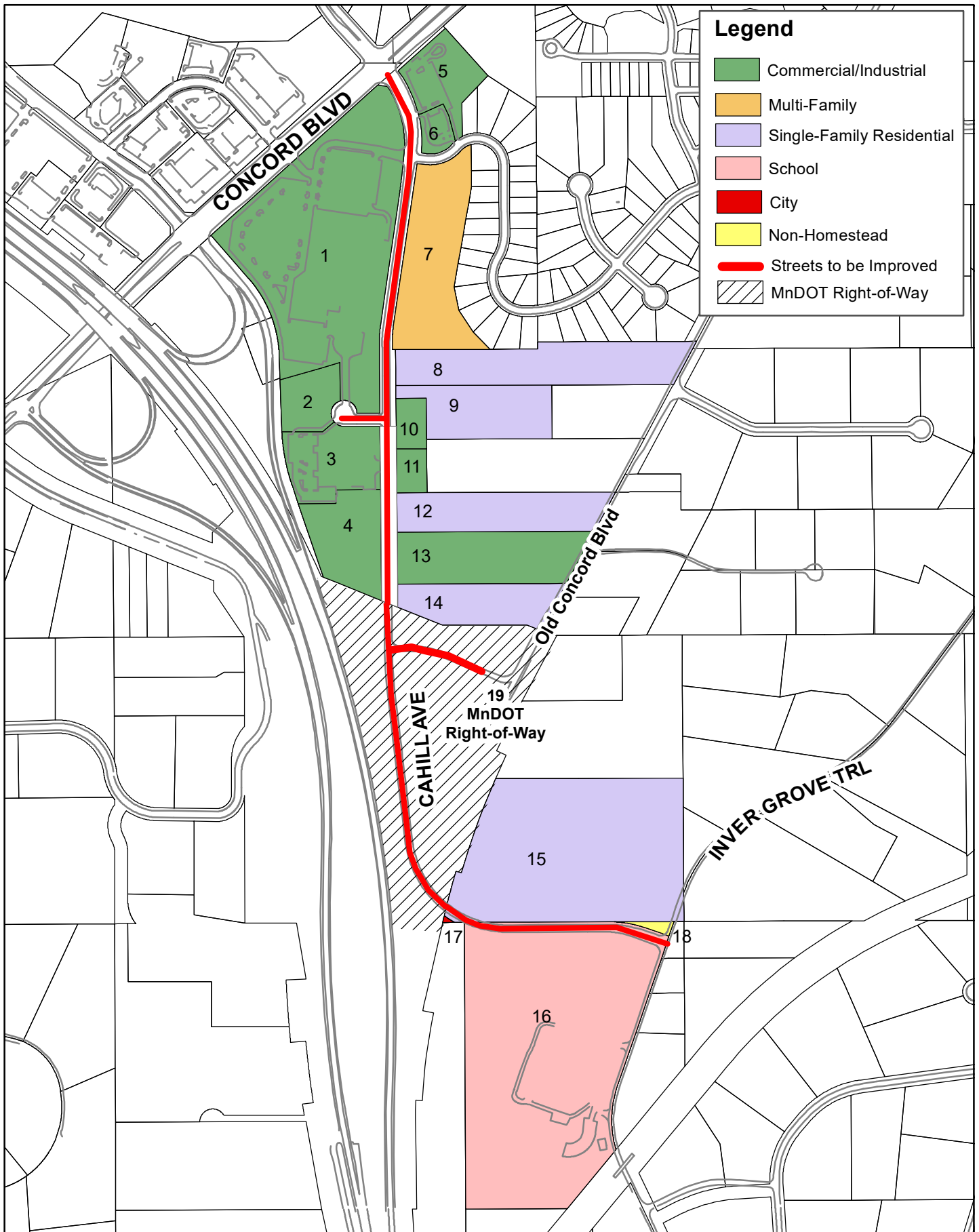
1. The bids for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) are hereby received.
2. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Valley Paving in the name of the City of Inver Grove Heights, for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
3. 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.
4. Staff is authorized to hire Braun Intertec to perform geotechnical services for City Project No. 2019-09C for a total amount of \$7,929.00.
5. City Project No. 2019-09C shall be funded through Pavement Management Fund, Franchise Fee Funds, Sewer Fund, Water Fund and Special Assessments

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



11/4/19

City Project No. 2019-09C
 Mill and Overlay - Cahill Avenue
 (Concord Blvd. to Inver Grove Trl.)
 Preliminary Assessment Map

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

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

BID TABULATION*

Base Bid - Schedule 1 (Street Improvements)					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.601	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$24,000.00	\$24,000.00	\$18,401.59	\$18,401.59	\$30,400.00	\$30,400.00	\$23,000.00	\$23,000.00	\$34,500.00	\$34,500.00
2	2104.503	REMOVE CURB & GUTTER	LIN FT	1,350	\$4.00	\$5,400.00	\$10.00	\$13,500.00	\$9.65	\$13,027.50	\$10.51	\$14,188.50	\$13.20	\$17,820.00	\$7.90	\$10,665.00	\$4.90	\$6,615.00
3	2104.518	REMOVE CONCRETE VALLEY GUTTER	SQ FT	100	\$2.50	\$250.00	\$6.00	\$600.00	\$6.40	\$640.00	\$6.24	\$624.00	\$15.00	\$1,500.00	\$11.50	\$1,150.00	\$5.00	\$500.00
4	2104.518	REMOVE CONCRETE WING APRON	SQ FT	150	\$2.50	\$375.00	\$6.00	\$900.00	\$4.45	\$667.50	\$4.82	\$723.00	\$2.80	\$420.00	\$16.50	\$2,475.00	\$4.60	\$690.00
5	2105.507	COMMON EXCAVATION (P)	CU YD	200	\$20.00	\$4,000.00	\$40.00	\$8,000.00	\$26.15	\$5,230.00	\$29.98	\$5,996.00	\$17.90	\$3,580.00	\$17.00	\$3,400.00	\$22.00	\$4,400.00
6	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	30	\$150.00	\$4,500.00	\$100.00	\$3,000.00	\$150.00	\$4,500.00	\$158.46	\$4,753.80	\$152.00	\$4,560.00	\$182.00	\$5,460.00	\$170.00	\$5,100.00
7	2130.523	WATER	M GAL	20	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$40.00	\$800.00	\$31.85	\$637.00	\$25.10	\$502.00	\$89.50	\$1,790.00	\$25.00	\$500.00
8	2211.509	AGGREGATE BASE CLASS 5	TON	50	\$18.00	\$900.00	\$40.00	\$2,000.00	\$23.50	\$1,175.00	\$31.78	\$1,589.00	\$30.30	\$1,515.00	\$16.50	\$825.00	\$26.00	\$1,300.00
9	2211.509	SHOULDER BASE AGGREGATE CLASS 1	TON	50	\$35.00	\$1,750.00	\$50.00	\$2,500.00	\$35.00	\$1,750.00	\$55.95	\$2,797.50	\$34.00	\$1,700.00	\$47.00	\$2,350.00	\$45.00	\$2,250.00
10	2232.604	MILL BITUMINOUS SURFACE (2", FULL WIDTH)	SQ YD	10,000	\$4.00	\$40,000.00	\$2.00	\$20,000.00	\$1.18	\$11,800.00	\$1.74	\$17,400.00	\$1.25	\$12,500.00	\$1.60	\$16,000.00	\$1.30	\$13,000.00
11	2232.604	MILL BITUMINOUS SURFACE (2", EDGE MILL)	SQ YD	7,800	\$5.00	\$39,000.00	\$2.00	\$15,600.00	\$1.23	\$9,594.00	\$1.57	\$12,246.00	\$1.25	\$9,750.00	\$0.95	\$7,410.00	\$1.60	\$12,480.00
12	2301.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	CU YD	11	\$25.00	\$275.00	\$18.00	\$198.00	\$31.35	\$344.85	\$30.09	\$330.99	\$18.50	\$203.50	\$33.00	\$363.00	\$150.00	\$1,650.00
13	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	11,000	\$1.00	\$11,000.00	\$0.50	\$5,500.00	\$0.50	\$5,500.00	\$0.48	\$5,280.00	\$0.48	\$5,280.00	\$0.55	\$6,050.00	\$0.50	\$5,500.00
14	2357.506	BITUMINOUS TACK COAT	GAL	2,450	\$3.00	\$7,350.00	\$2.00	\$4,900.00	\$1.55	\$3,797.50	\$1.60	\$3,920.00	\$2.50	\$6,125.00	\$3.40	\$8,330.00	\$2.40	\$5,880.00
15	2360.604	TYPE SP 9.5 WEARING COURSE MIX (4.C) - 2"	TON	2,500	\$85.00	\$212,500.00	\$63.00	\$157,500.00	\$77.89	\$194,725.00	\$68.00	\$170,000.00	\$74.90	\$187,250.00	\$66.50	\$166,250.00	\$79.00	\$197,500.00
16	2360.602	MILL AND PATCH TRANSVERSE CRACKS	LIN FT	300	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$5.00	\$1,500.00	\$5.10	\$1,530.00	\$7.00	\$2,100.00	\$3.70	\$1,110.00	\$31.00	\$9,300.00
17	2531.504	8" WING APRON	SQ FT	150	\$15.00	\$2,250.00	\$13.00	\$1,950.00	\$11.30	\$1,695.00	\$10.83	\$1,624.50	\$12.10	\$1,815.00	\$12.50	\$1,875.00	\$20.00	\$3,000.00
18	2531.503	8" VALLEY GUTTER	LIN FT	26	\$110.00	\$2,860.00	\$45.00	\$1,170.00	\$36.60	\$951.60	\$35.10	\$912.60	\$45.50	\$1,183.00	\$41.50	\$1,079.00	\$65.00	\$1,690.00
19	2531.603	CONCRETE CURB & GUTTER (SPOT REPAIR, MATCH EXISTING)	LIN FT	1,350	\$30.00	\$40,500.00	\$38.00	\$51,300.00	\$30.60	\$41,310.00	\$38.78	\$52,353.00	\$44.70	\$60,345.00	\$34.00	\$45,900.00	\$40.00	\$54,000.00
20	SPECIAL	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
21	2550.602	ADJUST HANDHOLE	EACH	1	\$750.00	\$750.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$501.45	\$501.45	\$404.00	\$404.00	\$114.00	\$114.00	\$950.00	\$950.00
22	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$15,000.00	\$15,000.00	\$11,325.00	\$11,325.00	\$15,000.00	\$15,000.00	\$14,750.04	\$14,750.04	\$6,160.00	\$6,160.00	\$39,745.00	\$39,745.00	\$6,200.00	\$6,200.00
23	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
24	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	40	\$35.00	\$1,400.00	\$21.00	\$840.00	\$26.15	\$1,046.00	\$20.06	\$802.40	\$20.20	\$808.00	\$22.00	\$880.00	\$20.00	\$800.00
25	2564.518	SIGN PANELS TYPE C	SQ FT	7	\$65.00	\$455.00	\$95.00	\$665.00	\$83.60	\$585.20	\$90.26	\$631.82	\$90.90	\$636.30	\$99.50	\$696.50	\$92.00	\$644.00
26	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	1	\$100.00	\$100.00	\$55.00	\$55.00	\$78.40	\$78.40	\$150.44	\$150.44	\$75.80	\$75.80	\$55.00	\$55.00	\$51.00	\$51.00
27	2582.518	STORM DRAIN INLET PROTECTION	EACH	44	\$200.00	\$8,800.00	\$125.00	\$5,500.00	\$125.00	\$5,500.00	\$145.42	\$6,398.48	\$144.00	\$6,336.00	\$160.00	\$7,040.00	\$97.00	\$4,268.00
28	2573.603	SEDIMENT CONTROL LOG, TYPE COMPOST	LIN FT	1,400	\$2.00	\$2,800.00	\$3.00	\$4,200.00	\$3.40	\$4,760.00	\$3.26	\$4,564.00	\$3.05	\$4,270.00	\$3.60	\$5,040.00	\$3.10	\$4,340.00
29	2574.507	BOULEVARD TOPSOIL BORROW (LV)	CU YD	120	\$36.00	\$4,320.00	\$43.00	\$5,160.00	\$43.50	\$5,220.00	\$44.92	\$5,390.40	\$42.20	\$5,064.00	\$55.50	\$6,660.00	\$42.00	\$5,040.00
30	2575.608	FUTERRA FIBER MAT, SEED, FERTILIZER	SQ YD	600	\$6.00	\$3,600.00	\$5.50	\$3,300.00	\$3.40	\$2,040.00	\$3.26	\$1,956.00	\$5.05	\$3,030.00	\$3.60	\$2,160.00	\$5.10	\$3,060.00
31	2582.518	PAVT MSSG PAINT	SQ FT	60	\$12.00	\$720.00	\$5.00	\$300.00	\$4.81	\$288.60	\$5.01	\$300.60	\$5.05	\$303.00	\$5.20	\$312.00	\$5.10	\$306.00
32	2582.503	4" SOLID LINE WHITE - PAINT	LIN FT	650	\$0.20	\$130.00	\$0.20	\$130.00	\$0.21	\$136.50	\$0.25	\$162.50	\$0.25	\$162.50	\$0.20	\$130.00	\$0.25	\$162.50
33	2582.503	4" SOLID LINE YELLOW - PAINT	LIN FT	200	\$0.20	\$40.00	\$0.20	\$40.00	\$0.21	\$42.00	\$0.40	\$80.00	\$0.40	\$80.00	\$0.20	\$40.00	\$0.40	\$80.00
34	2582.503	12" SOLID LINE WHITE - PAINT	LIN FT	220	\$4.00	\$880.00	\$3.00	\$660.00	\$2.61	\$574.20	\$1.00	\$220.00	\$1.00	\$220.00	\$2.80	\$616.00	\$1.00	\$220.00
35	2582.503	24" SOLID LINE WHITE - PAINT	LIN FT	120	\$8.00	\$960.00	\$4.00	\$480.00	\$3.14	\$376.80	\$3.01	\$361.20	\$3.05	\$366.00	\$3.40	\$408.00	\$3.10	\$372.00
36	2582.503	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	4,850	\$0.40	\$1,940.00	\$0.40	\$1,940.00	\$0.42	\$2,037.00	\$0.30	\$1,455.00	\$0.30	\$1,455.00	\$0.45	\$2,182.50	\$0.30	\$1,455.00
Base Bid Schedule 1 Subtotal:					\$443,805.00		\$360,713.00		\$376,692.65		\$368,031.81		\$392,919.10		\$386,561.00		\$402,803.50	

Base Bid - Schedule 2 (Storm Sewer Improvements)					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.602	REMOVE DRAINAGE STRUCTURE	EACH	2	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$665.00	\$1,330.00	\$1,316.92	\$2,633.84	\$758.00	\$1,516.00	\$852.00	\$1,704.00	\$720.00	\$1,440.00
2	2104.602	REMOVE CASTING AND RINGS (STORM)	EACH	39	\$150.00	\$5,850.00	\$70.00	\$2,730.00	\$250.00	\$9,750.00	\$184.32	\$7,188.48	\$192.00	\$7,488.00	\$107.00	\$4,173.00	\$280.00	\$10,920.00
3	2502.603	4" PERF HDPEPIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	100	\$13.00	\$1,300.00	\$21.00	\$2,100.00	\$35.00	\$3,500.00	\$33.80	\$3,380.00	\$26.30	\$2,630.00	\$29.50	\$2,950.00	\$40.00	\$4,000.00
4	2503.602	CONSTRUCT BULKHEAD	EACH	1	\$300.00	\$300.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00	\$1,708.15	\$1,708.15	\$909.00	\$909.00	\$1,022.00	\$1,022.00	\$620.00	\$620.00
5	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	6	\$1,000.00	\$6,000.00	\$2,000.00	\$12,000.00	\$1,075.00	\$6,450.00	\$893.29	\$5,359.74	\$975.00	\$5,850.00	\$1,096.00	\$5,576.00	\$720.00	\$4,320.00
6	2503.602	REMOVE AND RE-POUR DRAINAGE STRUCTURE INVERT	EACH	4	\$500.00	\$2,000.00	\$975.00	\$3,900.00	\$665.00	\$2,660.00	\$1,132.89	\$4,531.56	\$424.00	\$1,696.00	\$477.00	\$1,908.00	\$1,200.00	\$4,800.00
7	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$3,500.00	\$3,500.00	\$6,363.55	\$6,363.55	\$3,910.00	\$3,910.00	\$4,394.00	\$4,394.00	\$4,500.00	\$4,500.00
8	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	39	\$1,200.00	\$46,800.00	\$700.00	\$27,300.00	\$590.00	\$23,010.00	\$856.56	\$33,405.84	\$551.00	\$21,489.00	\$831.00	\$32,409.00	\$1,300.00	\$50,700.00
9	2506.602	CONST DRAINAGE STRUCTURE DES 2'X3' CB	EACH	1	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$2,750.00	\$2,750.00	\$3,141.41	\$3,141.41	\$3,230.00	\$3,230.00	\$3,634.00	\$3,634.00	\$3,000.00	\$3,000.00
10	SPECIAL	INSTALL INTERNAL ADJUSTING RING SEALANT	EACH	43	\$500.00	\$21,500.00	\$725.00	\$31,175.00	\$720.00	\$30,960.00	\$742.15	\$31,912.45	\$891.00	\$38,313.00	\$887.00	\$38,141.00	\$760.00	\$32,680.00
Base Bid Schedule 2 Subtotal:					\$91,950.00		\$90,605.00		\$84,910.00		\$99,625.02		\$87,031.00		\$96,911.00		\$116,980.00	

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

BID TABULATION*

Base Bid - Schedule 3 (Water Main Improvements)					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.602	SALVAGE CASTING AND RINGS (WATERMAIN)	EACH	2	\$150.00	\$300.00	\$70.00	\$140.00	\$250.00	\$500.00	\$184.32	\$368.64	\$224.00	\$448.00	\$107.00	\$214.00	\$280.00	\$560.00
2	2506.602	INSTALL NEW RINGS AND CASTING (WATER MANHOLE)	EACH	2	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$901.00	\$1,802.00	\$746.24	\$1,492.48	\$470.00	\$940.00	\$608.00	\$1,216.00	\$1,100.00	\$2,200.00
3	2504.602	ADJUST GATE VALVE	EACH	16	\$500.00	\$8,000.00	\$450.00	\$7,200.00	\$570.00	\$9,120.00	\$372.34	\$5,957.44	\$404.00	\$6,464.00	\$212.00	\$3,392.00	\$590.00	\$9,440.00
4	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	9	\$1,200.00	\$10,800.00	\$1,650.00	\$14,850.00	\$1,330.00	\$11,970.00	\$2,624.01	\$23,616.09	\$2,500.00	\$22,500.00	\$4,255.00	\$38,295.00	\$1,200.00	\$10,800.00
Base Bid Schedule 3 Subtotal:					\$21,500.00		\$24,190.00		\$23,392.00		\$31,434.65		\$30,352.00		\$43,117.00		\$23,000.00	

Base Bid - Schedule 4 (Sanitary Sewer Improvements)					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.502	REMOVE CASTING AND RINGS (SANITARY)	EACH	21	\$150.00	\$3,150.00	\$70.00	\$1,470.00	\$250.00	\$5,250.00	\$184.32	\$3,870.72	\$192.00	\$4,032.00	\$107.00	\$2,247.00	\$280.00	\$5,880.00
2	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	21	\$1,200.00	\$25,200.00	\$900.00	\$18,900.00	\$940.00	\$19,740.00	\$856.56	\$17,987.76	\$798.00	\$16,758.00	\$608.00	\$12,768.00	\$1,100.00	\$23,100.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	23	\$600.00	\$13,800.00	\$150.00	\$3,450.00	\$160.00	\$3,680.00	\$150.44	\$3,460.12	\$157.00	\$3,611.00	\$270.00	\$6,210.00	\$510.00	\$11,730.00
4	2506.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	2	\$3,000.00	\$6,000.00	\$3,100.00	\$6,200.00	\$4,135.00	\$8,270.00	\$2,279.41	\$4,558.82	\$1,970.00	\$3,940.00	\$2,214.00	\$4,428.00	\$2,400.00	\$4,800.00
Base Bid Schedule 4 Subtotal:					\$48,150.00		\$30,020.00		\$36,940.00		\$29,877.42		\$28,341.00		\$25,653.00		\$45,510.00	

Alternate Bid A - Schedule A (Spot Full Depth Correction Area (DAYTIME WORK))					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.601	MOBILIZATION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$4,601.34	\$4,601.34	\$10,800.00	\$10,800.00	\$5,528.00	\$5,528.00	\$3,000.00	\$3,000.00
2	2104.604	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SQ YD	1,200	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$2.70	\$3,240.00	\$3.48	\$4,176.00	\$5.50	\$6,600.00	\$3.30	\$3,960.00	\$5.40	\$6,480.00
3	2105.607	SUBGRADE EXCAVATION (EV)	CU YD	800	\$20.00	\$16,000.00	\$20.00	\$16,000.00	\$30.00	\$24,000.00	\$27.40	\$21,920.00	\$15.30	\$12,240.00	\$17.00	\$13,600.00	\$15.00	\$12,000.00
4	2105.609	STABILIZING AGGREGATE	TON	400	\$30.00	\$12,000.00	\$20.00	\$8,000.00	\$17.90	\$7,160.00	\$13.83	\$5,532.00	\$25.70	\$10,280.00	\$29.50	\$11,800.00	\$23.00	\$9,200.00
5	2211.609	AGGREGATE BASE CLASS 5	TON	400	\$18.00	\$7,200.00	\$20.00	\$8,000.00	\$17.90	\$7,160.00	\$28.13	\$11,252.00	\$29.80	\$11,920.00	\$11.50	\$4,600.00	\$25.00	\$10,000.00
6	2360.604	TYPE SP 12.5 NON WEAR COURSE MIX (4,C) - PATCHING	TON	365	\$160.00	\$58,400.00	\$75.00	\$27,375.00	\$74.65	\$27,247.25	\$84.39	\$30,802.35	\$76.20	\$27,813.00	\$61.50	\$22,447.50	\$84.00	\$30,660.00
7	2502.603	4" PERF HDPEPIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	120	\$13.00	\$1,560.00	\$21.00	\$2,520.00	\$35.00	\$4,200.00	\$33.80	\$4,056.00	\$28.30	\$3,396.00	\$32.00	\$3,840.00	\$13.00	\$1,560.00
8	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00	\$540.00	\$2,160.00	\$823.09	\$3,292.36	\$556.00	\$2,224.00	\$625.00	\$2,500.00	\$910.00	\$3,640.00
9	2563.601	TRAFFIC CONTROL (DAYTIME)	LUMP SUM	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$1,600.00	\$1,600.00	\$6,394.93	\$6,394.93	\$1,520.00	\$1,520.00	\$8,518.00	\$8,518.00	\$1,500.00	\$1,500.00
Alternate Bid Schedule A Subtotal:					\$126,160.00		\$100,495.00		\$80,567.25		\$92,026.98		\$86,793.00		\$76,793.50		\$78,040.00	

Alternate Bid - Schedule B (Spot Full Depth Correction Area (NIGHT WORK))					Engineer's Estimate		McNamara Contracting		Valley Paving		Minnesota Paving and Materials		Park Construction Company		Bituminous Roadways		S. M. Hentges & Sons, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Approx. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.601	MOBILIZATION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$4,691.34	\$4,691.34	\$15,100.00	\$15,100.00	\$11,871.00	\$11,871.00	\$3,000.00	\$3,000.00
2	2100.601	NIGHT WORK	LUMP SUM	1	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$4,475.00	\$4,475.00	\$1,000.00	\$1,000.00	\$4,390.00	\$4,390.00	\$18,013.00	\$18,013.00	\$5,500.00	\$5,500.00
3	2104.604	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SQ YD	1,200	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$3.50	\$4,200.00	\$3.98	\$4,776.00	\$5.20	\$6,240.00	\$2.80	\$3,360.00	\$5.50	\$6,600.00
4	2105.607	SUBGRADE EXCAVATION (EV)	CU YD	800	\$20.00	\$16,000.00	\$20.00	\$16,000.00	\$32.25	\$25,800.00	\$27.40	\$21,920.00	\$13.50	\$10,800.00	\$18.00	\$14,400.00	\$15.00	\$12,000.00
5	2105.609	STABILIZING AGGREGATE	TON	400	\$30.00	\$12,000.00	\$20.00	\$8,000.00	\$23.75	\$9,500.00	\$13.83	\$5,532.00	\$25.70	\$10,280.00	\$30.00	\$12,000.00	\$25.00	\$10,000.00
6	2211.609	AGGREGATE BASE CLASS 5	TON	400	\$18.00	\$7,200.00	\$20.00	\$8,000.00	\$23.75	\$9,500.00	\$28.63	\$11,452.00	\$29.20	\$11,680.00	\$14.00	\$5,600.00	\$25.00	\$10,000.00
7	2360.604	TYPE SP 12.5 NON WEAR COURSE MIX (4,C) - PATCHING	TON	365	\$160.00	\$58,400.00	\$75.00	\$27,375.00	\$83.10	\$30,331.50	\$84.39	\$30,802.35	\$71.30	\$26,024.50	\$67.00	\$24,455.00	\$84.00	\$30,660.00
8	2502.603	4" PERF HDPEPIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	120	\$13.00	\$1,560.00	\$21.00	\$2,520.00	\$42.00	\$5,040.00	\$33.80	\$4,056.00	\$28.30	\$3,396.00	\$32.00	\$3,840.00	\$13.00	\$1,560.00
9	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00	\$535.00	\$2,140.00	\$823.09	\$3,292.36	\$556.00	\$2,224.00	\$625.00	\$2,500.00	\$1,100.00	\$4,400.00
10	2563.601	TRAFFIC CONTROL (NIGHT WORK)	LUMP SUM	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$1,600.00	\$1,600.00	\$6,304.94	\$6,304.94	\$1,520.00	\$1,520.00	\$10,537.00	\$10,537.00	\$1,500.00	\$1,500.00
Alternate Bid Schedule B Subtotal:					\$136,160.00		\$112,495.00		\$96,386.50		\$93,826.99		\$91,654.50		\$106,576.00		\$85,220.00	

BID TABULATION*

Schedule Totals	Engineer's Estimate	McNamara Contracting	Valley Paving	Minnesota Paving and Materials	Park Construction Company	Bituminous Roadways	S. M. Hentges & Sons, Inc.
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	LOW BID	CHECKED OK	CHECKED	CHECKED	CHECKED	CHECKED	CHECKED	CHECKED	CHECKED
	2ND LOW	JDM 4/16	KF 4/16	KF 4/16	KF 4/16	KF 4/16	KF 4/16	KF 4/16	KF 4/16
			JDM 4/16	JDM 4/16	JDM 4/16	JDM 4/16	JDM 4/16	JDM 4/16	JDM 4/16

*Red numbers indicate an error in the Bid Form as submitted.

***Red numbers indicate an error in the Bid Form as submitted.**

April 17, 2020

Proposal QTB116504

Tom Kaldunski, PE
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Construction Materials Testing Services
2020 Pavement Management Program- Cahill Avenue Mill & Overlay
City of Project No. 2019-09C
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Cahill Avenue Mill & Overlay Project in Inver Grove Heights, Minnesota.

We have completed the geotechnical and pavement evaluation for the 2020 Pavement Management Program Projects, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project will include primarily a mill and overlay of Cahill Avenue from Concord Boulevard and Inver Grove Trail. Spot areas along this corridor will include sub-grade improvements which will include sub-grade preparation and aggregate base placement. Spot concrete curb and gutter and sidewalk improvements will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by the City of Inver Grove Heights, dated January 13, 2020.

- A geotechnical and pavement evaluation report under project number B1903377 prepared by Braun Intertec Corp., dated June 14, 2019.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of subgrade excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing and asphalt content of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with general concrete placements for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take two trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two test will be conducted each trip with one trip assumed.
- We assume four sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- Bituminous paving will be completed in four days for this project.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$7,929**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and material basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Services Agreement dated April 19, 2014.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford 651.487.7052 (jrutherford@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,
BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Andrew M. Valerius
Account Leader, Senior Project Manager



Kevin S. Zalec, PE
Project Engineer

Attachments:
Cost Estimate Table

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB116504

City of Inver Grove Heights 2019-09C Project

Client:

City of Inver Grove Heights
Tom Kaldunski
8150 Barbara Ave
Inver Grove Heights, MN 55077
(651) 450-2500
cbauer@invergroveheights.org

Work Site Address:

Cahill Avenue from Concord Boulevard to Inver
Grove Trail
Inver Grove Heights, MN 55076

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$1,822.00
207	Compaction Testing - Nuclear	5.00	Hour	71.00	\$355.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Subgrade Preparation	2.00	Trips	2.50	5.00
1308	Nuclear moisture-density meter charge, per hour	5.00	Each	18.00	\$90.00
217	Compaction Testing - DCP's	3.00	Hour	71.00	\$213.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	1.00	Trip	3.00	3.00
1228	Topsoil Testing with nutrients, per sample	1.00	Each	267.00	\$267.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	134.00	\$134.00
209	Sample pick-up	2.00	Hour	71.00	\$142.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	115.00	\$230.00
126	Project Engineer	2.00	Hour	149.00	\$298.00
1861	CMT Trip Charge	3.00	Each	31.00	\$93.00
Activity 1.2	Concrete Testing				\$1,404.00
261	Concrete Testing	10.00	Hour	71.00	\$710.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Trips	2.50	5.00
	Flatwork	2.00	Trips	2.50	5.00
1364	Compressive strength of concrete cylinders, per specimen	16.00	Each	25.00	\$400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Sets	4.00	8.00
	Flatwork	2.00	Sets	4.00	8.00
278	Concrete Cylinder Pick up	2.00	Hour	54.00	\$108.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	2.00	Trips	1.00	2.00
1861	CMT Trip Charge	6.00	Each	31.00	\$186.00
Activity 1.3	Pavement Testing				\$3,788.00
2689	Bituminous Mixture Testing	4.00	Each	600.00	\$2,400.00
209	Sample pick-up	4.00	Hour	71.00	\$284.00
221	Bituminous Coring	6.00	Hour	93.00	\$558.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring	2.00	Trips	3.00	6.00
1542	Thickness and Density of Bituminous Core	8.00	Each	45.00	\$360.00
1861	CMT Trip Charge	6.00	Each	31.00	\$186.00
Activity 1.4	Project Management				\$915.00
226	Project Manager	4.00	Hour	149.00	\$596.00
228	Senior Project Manager	1.00	Hour	169.00	\$169.00



Project Proposal

QTB116504

City of Inver Grove Heights 2019-09C Project

238	Project Assistant	2.00	Hour	75.00	\$150.00
		Phase 1 Total:			\$7,929.00

Proposal Total:	\$7,929.00
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay

Meeting Date: April 27, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

SUMMARY

Bids for City Project No. City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay were opened on April 14, 2020. The assessment hearing for City Project 2019-09F is proposed for May 26, 2020. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the low bid, the estimated total project cost for City Project No. 2019-09F is \$258,926 and proposed final assessments are \$137,460. The total assessment amount is approximately 69 percent of the street and storm costs. This correlates to a proposed assessment of \$3,831 per single-family residential property. The per-policy assessments based on bids are higher than the proposed assessment, as is the suggested benefit cap of \$4,000. The \$3,831 figure is that which was provided to the property owners in the preliminary assessment roll that was part of the original feasibility report. Staff recommends that amount be retained for the final assessment roll.

The estimated total project cost of \$258,926 is higher than the Feasibility report estimate of \$196,560 due to an increase in some final bid item quantities, additional utility improvements and some calculation errors in the Feasibility Estimate. In addition, rain gardens have been removed from the project due to the high bid costs making them not feasible for water quality benefits. A comprehensive funding package is proposed to include the pavement management fund, franchise fee funds, special assessments, water fund and sewer funds.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

JDM/jdm

Attachments: Resolutions
 Location Map

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

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

**2020 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09F CARTER PATH AND CARTER COURT MILL AND OVERLAY**

RESOLUTION NO. _____

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

2020 Pavement Management Program

City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay

WHEREAS, Mill and Overlay (edge and full-width milling, crack repair, bituminous patching, bituminous pavement) miscellaneous curb replacement, pedestrian ramp improvements, storm sewer casting adjustments and chimney repair, sanitary sewer casting adjustments and chimney improvements, water main casting adjustments, turf restoration, and appurtenances on the following streets: Carter Path from Cahill Avenue to Concord Boulevard and Carter Court from Carter Path to its cul-de-sac terminus.

WHEREAS, the total final estimated project cost for City Project No. 2019-09F is \$258,926.

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

1. The amount to be specially assessed for City Project No. 2019-09F is hereby declared to be \$137,460.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2020 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09F CARTER PATH AND CARTER COURT MILL AND OVERLAY**

RESOLUTION NO. _____

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

2020 Pavement Management Program

City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay

WHEREAS, Mill and Overlay (edge and full-width milling, crack repair, bituminous patching, bituminous pavement) miscellaneous curb replacement, pedestrian ramp improvements, storm sewer casting adjustments and chimney repair, sanitary sewer casting adjustments and chimney improvements, water main casting adjustments, turf restoration, and appurtenances on the following streets: Carter Path from Cahill Avenue to Concord Boulevard and Carter Court from Carter Path to its cul-de-sac terminus.

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

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

1. A hearing shall be held on the May 26, 2020 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Legend

- Single-family Property
- City Property



9/30/19

City Project No. 2019-09F
Mill and Overlay (Carter Path and Carter Court)
Preliminary Assessment Map

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Conduct Public Hearing to Consider Approval of an Additional Business Owner at Elevated Massage, 2898 Upper 55th Street, Suite B, Therapeutic Massage Business License

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of an application by Jennifer Miller and Dorina Costa for an additional owner for a therapeutic massage business license for Destination Massage, dba Elevated Massage and Wellness at 2898 Upper 55th Street, Suite B.

SUMMARY

An application has been submitted by Jennifer Miller and Dorina Costa for a Therapeutic Massage Business License for Destination Massage, dba Elevated Massage & Wellness at 2898 Upper 55th Street, Suite B. Since both owners are licensed as Massage Therapists already by the city for 2020 the appropriate fees, insurance documentation, and other information as required by City Code as waived since the information was already submitted in December. Ms. Miller and Ms. Costa has completed the required number of hours of therapeutic massage training and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation revealed no basis for the denial of the business license request.

RECOMMENDATION

Staff Recommends approval of the 2020 Therapeutic Massage Business License with the additional owner of Dorina Costa.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: April 27, 2020
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Continuation of Assessment Hearing to consider resolution adopting final assessment roll for the 2019 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

Due to COVID-19, staff recommends Council continue the assessment hearing to the May 11, 2020 regular Council meeting to consider approving the resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements.

The project includes full-depth pavement replacement, subgrade corrections as-needed, spot curb replacement, storm water facility and water quality improvements, watermain system repairs and adjustments, sanitary sewer system repairs and adjustments, trunk storm sewer improvements, drainage improvements, sloping and grading improvements, restoration and appurtenances.

City Project No. 2019-09D was ordered on November 25, 2019, as part of the City's 2019 Pavement Management Program. Bids were received and opened on Thursday, February 13th, 2020. The contract award will be brought to the Council in May. The project is scheduled to be constructed in summer of 2020. A benefit analysis was prepared by an independent appraiser, Metzen Appraisals.

Based on the low bid, the estimated total project cost for City Project No. 2019-09D is \$1,504,195.00 and the proposed final assessments are \$525,343. The total assessment amount is approximately 55 percent of the street and storm costs. Using the assessment policy, this correlates to a \$10,667.78 assessment per single-family residential property. Due to competitive bids, the proposed final assessment is below the feasibility assessment amount of \$11,347 and the assessment special benefit cap of \$12,980. Staff has prepared the final assessment roll based on the lowest responsible bidder plus estimated indirect costs and contingencies. The assessment interest rate is proposed at 3.15 percent with a ten-year term. The resolution is drafted so that interest will begin accruing on January 1, 2021.

An information meeting was held with affected property owners on March 12, 2020 with 7 (seven) residents attending. Staff presented the estimated project costs, proposed assessments, and addressed project related questions. General questions related to the project are attached in the meeting summary. The major question was related to the proposed assessment amount compared to other nearby projects.

Based on phone call received from property owner of 2512 Upper 64th Street East, staff is reviewing a credit to the assessment for previous stormwater assessment paid on 65th Street reconstruction project from 2012. A recommendation will come from staff at the public hearing.

Correspondence on the continuation of the assessment hearing process and the methods of public participation due to COVID-19 (shown below) have been provided in the attached letters from staff dated March 30, 2020 and April 17th, 2020.

The guidance provided for remote public meeting participation options is:

Objections to the proposed assessment must be received prior the assessment hearing being closed. The objection must be in writing from the property owner(s), provide the property address, be signed, and be received by the City Clerk before the end of the hearing.

To object to the assessment, you may:

- (1) Mail a written objection to: Public Hearing CP 2019-09D, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077
- (2) Drop a written objection (addressed as shown above) in the utility payment box located across from City Hall front entrance doors.
- (3) Email your objection letter to cityclerk@invergroveheights.org

To provide feedback or participate in the public hearing on April 27th, you have the following options:

- (1) Mail written comments to the City in advance of the hearing at: Public Hearing CP 2019-09D, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Written comments received prior to closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (2) Drop written comments (addressed as shown above) in the utility payment box (across from City Hall front entrance doors) in advance of the hearing. Written comments received prior closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (3) Email your comments to cityclerk@invergroveheights.org
- (4) To provide public comment during the meeting, **via phone call only:**
 - a. United States (toll free) phone number: 1-877-568-4106
 - b. Attendee access code: 333-814-045
 - c. Further instructions on call participation will be provided in the Council Packet (available online) and on the City's website.

To view the April 27th Council meeting live you can:

- (1) livestream on Townsquare TV in real time. The meeting can be viewed at <https://www.townsquare.tv/webstreaming>.
- (2) Watch on your local access TV Channel NDC4 (channel 19)

Residents have been informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign up on the City's listserv communication services.

Staff and City Attorney have received temporary and permanent easement agreements from affected property owners, that are necessary to construct the project, which will be approved by Council at the same time as awarding the project. On the regular agenda is a subdivision special assessment agreement and deferment of special assessment agreement related to 2727 64th Street East property.

The Residential Driveway Restoration Program will be implemented on the project. Once construction is complete, staff will update the assessment roll to include any driveway "credits" for Council approval. The updated assessment roll will then be certified to the County.

Staff recommends Council continue the assessment hearing to the May 11, 2020 regular Council meeting date to consider approving the resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution

Assessment Map

Final Assessment Roll

Letter of Continuation of Assessment Hearing dated March 30, 2020

Letter of Remote Public Hearing Participation dated April 17, 2020

Metzen Appraisal letter dated September 30, 2019

Open House Summary dated March 12, 2020

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

**RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR THE 2019 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2019-09D – 64TH STREET AREA
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2019-09D-09G – 64th Street E. from Blaine Avenue to its east terminus, Bowman Avenue from 64th Street E. to its north terminus, Bowman Circle from 64th Street E. to its south terminus, and Upper 64th Street Court E. from Blaine Avenue to its east terminus.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment levied against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years beginning in 2021 and shall bear interest at the rate of 3.15 percent per annum beginning January 1, 2021.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year (or such later date determined by the Council). No interest accrual will occur in 2020.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Legend

-  Roads to be Improved
-  Single-family residential
-  City property

Blaine Avenue

64th St E

Upper 64th Ct

Bowman Cir



10/23/2019

City Project No. 2019-09D 64th Street Area Improvements Final Assessment Map

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

**City Project No. 2019-09D - 64th Street Area Improvements
Partial Reconstruction - Option 1 -Spot Curb (Only Storm Sewer in Street)
Final Assessment Roll**

Map No.	Property Type	PID No.	Owner	Site Address	Street & Storm				Final Assessment	Proposed Deferred Assessment
					Preliminary Assessment	Per Policy Assessment	Benefit CAP*	Proposed Assessment		
1	SF	204860201050	THOMAS J & ROBIN M MARTIAN	2509 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
2	SF	204860201040	SCOTT CLANCY & KATHERINE HANSEN	2527 64TH AVE	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
3	SF	204860201030	STEVE & ARDITH DENZER	2543 64TH AVE	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
4	SF	204860201020	ERIC & SHERYL MIELKE	2559 64TH AVE	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
5	SF	204860201010	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	\$70,868.58	\$66,628.42		\$66,628.42	\$66,628.42	
6	SF	204860202010	GARY VOGT	2649 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
7	SF	204860202020	ERIC & DIANE A SWEARINGEN	2671 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
8	SF	204860202030	MOLLY AMUNDSON & DEREK VETSCH	2695 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
9	SF	204860202040	DONALD KUEHN	2713 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
10	SF	203975001020	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	\$22,693.36	\$21,335.58	\$25,960.00	\$21,335.58	\$10,667.78	**\$10,667.78
11	SF	203975001010	RONALD & DIANE STUDER	2720 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
12	SF	204860202060	JAMES & MARY BETH BACKSTROM	2706 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
13	SF	204860202070	NEALE & ANNE LEHMKUHL	6420 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
14	SF	204860202080	DOUGLAS & LYNNE SOVINSKI	6434 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
15	SF	204860202090	LINDA RIVARD	6452 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
16	SF	204860202100	GERALD & ELIZABETH LANG	6470 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
17	SF	204860202110	ROBERT & SANDRA LISSICK	6490 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
18	SF	204860202120	CHASE WHITE	6483 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
19	SF	204860202130	KATRINA THOMAS & ROBERT SCHOONOVER	6469 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
20	SF	204860202140	TIMOTHY & BARBARA HIGGINS	6453 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
21	SF	204860202150	DONOVAN & TEAL GRUEBELE	6437 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
22	SF	204860202160	AARON & HEIDI ORNELAS	6421 BOWMAN CIR	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
23	SF	204860202170	DAVID RUCKMAR	2612 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
24	SF	204860202180	PRESTON & KELSEY KACKMAN	2594 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
25	SF	204860202190	SCOTT & ROSE ELLIOTT	2578 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
26	SF	204860202200	LUCAS & RACHEL BOEHM	2560 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
27	SF	204860202210	TIMOTHY & SUSAN WANZEK	2544 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
28	SF	204860202220	WILLIAM SR & LINDA KRODEL	2528 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
29	SF	204860202230	RAY HUBER & JANE WEBER	2510 64TH AVE E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
30	SF	204860202240	BRIAN & KATHLEEN SIMS	2511 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
31	SF	204860202250	ANNE TODD	2529 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
32	SF	204860202260	NICHOLAS MESENBURG	2545 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
33	SF	204860202270	CLARICE ROSEN	2561 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
34	SF	204860202280	GARY & MARY GARFIELD	2577 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
35	SF	204860202290	CHARLES ENGREM & ANNA HOFFMANN	2595 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
36	SF	204860202300	DANIEL & THERESA COLLINS	2611 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
37	SF	204860202310	BRADY MICHAEL & AMY MARIE PETERSON	2614 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
38	SF	204860202320	DAVID RAVN	2596 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
39	SF	204860202330	STEVEN & BARBARA DOMEIER	2580 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
40	SF	204860202340	LAURA & JOSEPH JANQUART	2562 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
41	SF	204860202350	RICHARD & SUSAN ROWELL	2546 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
42	SF	204860202360	JAMES & ANNETTE GERTEN	2530 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	
43	SF	204860202370	LYDIA SANCHEZ	2512 UPPER 64TH CT E	\$11,346.68	\$10,667.79	\$12,980.00	\$10,667.78	\$10,667.78	

* Benefit Analysis CAP applies to street & storm assessment only.

\$525,342.98

\$514,675.18

\$10,667.78

** Deferred Assessment by agreement with owner. Large lot is possible to subdivide by waiver of plat.



City of Inver Grove Heights

www.invergroveheights.org

March 30, 2020

THOMAS J & ROBIN M MARTIAN
2509 64TH AVE E
Inver Grove Heights, MN 55076

Re: Assessment Hearing Continued
64th Street Area Improvements – City Project No. 2019-09D

Dear THOMAS J & ROBIN M MARTIAN:

The City is sending this letter to notify you that the Assessment Hearing for the 64th Street Area Improvements was opened by City Council on March 23, 2020 and has been continued until Monday, April 27, 2020 at 7:00 p.m. The continued hearing will be held in the City Council Chambers at 8150 Barbara Avenue. The hearing delay will also impact the award date and start of construction schedule. These dates will be more clearly understood when the assessment hearing is held in April.

At this time, we do not know if safety precautions for COVID-19 will allow the assessment hearing to be attended in-person by April 27. We are hopeful that technology will be in place to provide for meaningful public participation. To ensure that your concerns are clearly understood, we invite you to provide your comments or objections in writing (via letter or email) prior to the hearing date.

The City is requesting your assistance in providing email and cell phone information to aid in effective communications related to the project by using the following method:

Project Status Updates

Sign up for the "Notify Me" service to receive updates on project progress and scheduling: <http://www.ci.inver-grove-heights.mn.us/list.aspx>. Enter your email address and follow the instructions to receive email or text updates for this project, "Current Construction: 64th St Area Improvements 2020." We ask that you sign up by April 10th if possible.

This will be the preferred method for you to receive timely information from the City during COVID-19 and during construction. Please sign up for the email, because we plan on creating a listserv for longer messages that need to only be sent by email. We will also send short updates and links to the same information via cell phone.

If you have any questions, please feel free to call me at 651-450-2541 or email me at sdodge@invergroveheights.org.

Sincerely,



Steve W. Dodge, P.E.
Assistant City Engineer

SWD/kf

cc: Scott Thureen, Public Works Director
Thomas Kaldunski, City Engineer
Eric Seaburg, Project Manager, Bolton & Menk, Inc.
Nick Hahn, Senior Engineering Technician
8150 Barbara Ave. ■ Inver Grove Heights, MN 55077-3412
Telephone: 651-450-2500 ■ Fax: 651-450-2502



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

April 17, 2020

THOMAS J & ROBIN M MARTIAN
2509 64TH AVE E
INVER GROVE HEIGHTS, MN 55076

Re: Assessment Hearing Update – Remote Public Hearing Participation Information
64th Street Area Improvements – City Project No. 2019-09D

Dear THOMAS J & ROBIN M MARTIAN:

At 7:00 p.m. Monday, April 27th, the Council Meeting and the continued assessment hearing for City Project 2019-09D – 64th Street Area Improvements are being held remotely pursuant to Minn. Stat. Sec. 13D.021, following the Governor's "Stay At Home" executive orders and the City's declaration of a local emergency. The City Hall building, 8150 Barbara Avenue will be closed; however, we are providing an opportunity to hold the assessment hearing and allow the public to remotely provide feedback, view and/or participate in the public hearing using letters, emails, viewing on TV or device, and calling in. See further instructions below for providing your method of participation.

The City is sending this letter to notify you that objections to the proposed assessment must be received prior the assessment hearing being closed. The objection must be in writing from the property owner(s), provide the property address, be signed, and be received by the City Clerk before the end of the hearing. To object to the assessment, you may:

- (1) Mail a written objection to: Public Hearing CP 2019-09D, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077
- (2) Drop a written objection (addressed as shown above) in the utility payment box located across from City Hall front entrance doors.
- (3) Email your objection letter to cityclerk@invergroveheights.org

To provide feedback or participate in the public hearing on April 27th, you have the following options:

- (1) Mail written comments to the City in advance of the hearing at: Public Hearing CP 2019-09D, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Written comments received prior to closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (2) Drop written comments (addressed as shown above) in the utility payment box (across from City Hall front entrance doors) in advance of the hearing. Written comments received prior closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (3) Email your comments to cityclerk@invergroveheights.org
- (4) To provide public comment during the meeting, **via phone call only:**
 - a. United States (toll free) phone number: 1-877-568-4106
 - b. Attendee access code: 333-814-045
 - c. Further instructions on call participation will be provided in the Council Packet (available online) and on the City's website.

(Letter continued on the back side)

To view the April 27th Council meeting live you can:

- (1) livestream on Townsquare TV in real time. The meeting can be viewed at <https://www.townsquare.tv/webstreaming>.
- (2) Watch on your local access TV Channel NDC4 (channel 19)

Please note: that due to a large number of items on the April 27 City Council meeting agenda that will have citizens wanting to provide input and the complexity of accepting and properly queuing a high number of phone calls, staff will be recommending that the Council continue the public hearing to the May 11, 2020 regular Council meeting.

The proposed hearing delay will also impact the award date and construction schedule. These dates will be more clearly understood when the assessment hearing is held, and guidance is received from Council.

As a reminder, you can receive timely 64th Street Area Improvement project updates (now and during construction) via email by signing up for the "Notify Me" service at: <http://www.ci.inver-grove-heights.mn.us/list.aspx>. Enter your email address and follow the instructions to receive email or text updates for this project, "Current Construction: 64th St Area Improvements 2020."

If you have any questions, please feel free to call me at 651-450-2541 or email me at sdodge@invergroveheights.org.

Sincerely,



Steve W. Dodge, P.E.
Assistant City Engineer

SWD/kf

cc: Scott Thureen, Public Works Director
Rebecca Kiernan, City Clerk
Marc Gade, Technology Manager
Bridgette McCauley Nason, City Attorney
Thomas Kaldunski, City Engineer
Eric Seaburg, Project Manager, Bolton & Menk, Inc.



September 30th, 2019

Thomas J. Kuldunski, P.E.
City Engineer
8150 Barbara Avenue,
Inver Grove Heights, MN 55077

RE: City Project 2019-09D
64th Street Area Improvements

Dear Mr. Kuldunski,

As per your request, I have completed a Benefit Analysis in an effort to determine benefit, if any, as a result of the above referenced project.

I have reviewed the Feasibility Report, and the Scope of Work prepared for the City of Inver Grove Heights, as well as, inspecting the area affected by this project on several occasions.

The project focuses on neighborhood improvements that include full street reconstruction, with replacement of curb and gutter, watermain improvements, storm and sanitary sewer improvements, and other improvements accordance with the City's Comprehensive Plan.

The project affects forty-two single-family homes all fronting on 64th Street East, Bowman Avenue, Bowman Circle, and Upper 64th Court East.

METZEN REALTY AND ASSOCIATES CO.

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729

www.MetzenRealty.com

Thomas J. Kuldunski, P.E.,

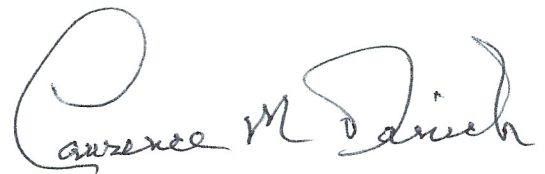
I have been instructed to provide a benefit analysis report of a complete street reconstruction, described later in this report.

As a result of my field inspection, research and comparable sales submitted, it is my opinion that the value-added benefit as a result of the projects is as follows:

Complete Street Reconstruction

Up to \$12,980.00 Per Single Family Home

Twelve Thousand Nine Hundred Eighty Dollars

A handwritten signature in black ink, reading "Laurence M. Danich". The signature is stylized with a large, looping "L" and "D".

Laurence M. Danich
Real Property Appraiser
Minnesota I.D. # 4000869

Open House Summary of Major Comments
64th Street Area Assessment Meeting
March 12, 2020

- There were 7 people in attendance from 4 households.
 - Steve Dodge presented the project, bid costs, and post-bid assessment amounts.
 - The project received very competitive bids and the overall assessment amount decreased from previously proposed assessment amounts.
 - Assessments that go on tax roll will be assessed 10 years at 3.15% interest.
 - Residents in attendance generally shared their views that the assessment amount seemed high
-

QUESTION

Why does the project need to be assessed? What do my property taxes pay for?

ANSWER

Each project is funded by a combination of funds. A portion is assessed to benefitting properties with another portion being funded by the City's Pavement Management Fund (which is a product of the general tax levy). Without the special assessment method, everyone's taxes would go up annually. This is the City's policy for funding roadway infrastructure.

QUESTION

How do you determine the added value to my property?

ANSWER

An independent appraiser is hired by the City. The appraiser prepares a 'special benefit analysis' to determine the maximum amount the City can assess the properties based on the proposed improvement. This amount reflects the amount the appraiser feels the properties are benefited.

QUESTION

Will our property taxes increase as a result of the added benefit to our homes?

ANSWER

The tax valuation of your property is a separate process. The special benefit analysis performed by the City's independent appraiser is not used as part of the tax valuation. Questions about individual tax valuations should be directed to the County assessors.

QUESTION

Why are our assessments higher than the Dupont Area?

ANSWER

Assessments vary from neighborhood to neighborhood and depend largely on the size/scope of improvements and the size of lots. Construction pricing goes up every year and therefore assessment amounts continue to increase. The Dupont Area was constructed approximately 8 years ago when construction pricing was significantly lower.

QUESTION

How will access to our homes be impacted during construction?

ANSWER

Generally, access to your home will be maintained during working hours (7am – 7pm). There may be brief periods where you will need to wait for a truck or crew to move to allow you to pass. You will always have access to your home in the evenings. You can sign up for “Notify Me” on the City’s website to receive real-time construction updates.

QUESTION

How long will it take to complete the project?

ANSWER

We have provided a construction window of April – October. The actual construction will occur over a 3-month time period within that window.

QUESTION

Will water or internet service be impacted during construction?

ANSWER

There will be a handful of water shut-offs to accommodate hydrant replacements. Residents will be notified in advance with information regarding the water shut-off times. With construction, disruptions to cable or internet are always possible. Residents will be notified in advance of any planned disruptions.

QUESTION

We are having a gathering in October at our house. Will you be done by then?

ANSWER

The project should be complete by October. Please notify City staff of any gatherings you plan to have during the summer so we can work with the Contractor to minimize negative impacts to the extent possible.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Continuation of 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

Meeting Date: April 27, 2020
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Continuation of 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.

SUMMARY

The project consists of roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, new curb and gutter, storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, pedestrian trail improvements, appurtenances and restoration.

City Project No. 2016-09G was ordered on November 25, 2019, as part of the City's 2019 Pavement Management Program. Bids were received and opened on February 13, 2020. An assessment hearing was opened by City Council on March 23rd, 2020 and continued due to COVID-19 orders to social distance and eliminate public gatherings. The future contract award date will be identified at the hearing; however, the earliest award date would be June 11, 2020, in order to observe the 30-days allowed for assessment appeals. The project is scheduled to be constructed in summer/fall of 2020. The contractor has signed an extension of the award to 150 days from the February 13, 2020. A benefit analysis was prepared by the appraiser, Metzen Appraisals.

Based on the apparent low bid, the estimated project cost for City Project No. 2016-09G is \$2,560,868.00 and the proposal final assessments are \$546,726.60. The total assessment amount is approximately 23.9 percent of the street, storm and trail costs. Using the assessment cap, this correlates to a \$12,320.00 assessment per single-family residential property. Staff has prepared the final assessment roll based on the lowest responsible bidder plus estimated indirect costs and contingencies. The assessment interest rate is proposed at 3.15 percent with a ten-year term. The resolution is drafted so that interest will begin accruing on January 1, 2021.

An information meeting was held with affected property owners on March 4th with sixteen (16) residents attending. Staff presented the estimated project costs, proposed assessments, and addressed project related questions. Staff entertained construction related questions and held a break-out session. General questions related to the project were secondary access through Salem Hills, assessment hearing and bidding process, assessment amount compared to nearby projects in previous years and construction related topics. A summary of the meeting is attached.

Correspondence on the continuation of the assessment hearing process and the methods of public participation due to COVID-19 have been provided in the attached letters from staff dated March 30, 2020 and April 17th, 2020.

The guidance provided for remote public meeting participation options is:

Objections to the proposed assessment must be received prior the assessment hearing being closed. The objection must be in writing from the property owner(s), provide the property address, be signed, and be received by the City Clerk before the end of the hearing.

To object to the assessment, you may:

- (1) Mail a written objection to: Public Hearing CP 2016-09G, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077
- (2) Drop a written objection (addressed as shown above) in the utility payment box located across from City Hall front entrance doors.
- (3) Email your objection letter to cityclerk@invergroveheights.org

To provide feedback or participate in the public hearing on April 27th, you have the following options:

- (1) Mail written comments to the City in advance of the hearing at: Public Hearing CP 2016-09G, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Written comments received prior to closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (2) Drop written comments (addressed as shown above) in the utility payment box (across from City Hall front entrance doors) in advance of the hearing. Written comments received prior closing the hearing will be provided to the Council at or before the hearing and incorporated into the record.
- (3) Email your comments to cityclerk@invergroveheights.org
- (4) To provide public comment during the meeting, **via phone call only:**
 - a. United States (toll free) phone number: 1-877-568-4106
 - b. Attendee access code: 333-814-045
 - c. Further instructions on call participation will be provided in the Council Packet (available online) and on the City's website.

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Attached are objections to the assessment that had been received at the time of this memo: 1929 60th Street East (Teisberg), 1945 60th Street East (Heiss), and 1963 60th Street East (Cassidy). Also attached is correspondence supporting the project from 5979 Bacon Avenue (Haenggi), 6070 Bacon Avenue (Sturner), 6013 Bacon Avenue (Harley), 2028 62nd Street East (Kandt), and 2106 62nd Street East (Stone).

Residents have been informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign up on the City's listserv communication services.

Staff and City Attorney have received easement agreements from affected property owners, that are necessary to construct the project.

The Residential Driveway Restoration Program will be implemented on the project. Once construction is complete staff will update the assessment roll to include any driveway "credits" for Council approval. The updated assessment roll will then be certified to the County.

Staff recommends adopting the resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2016-09G - 60th Street, 62nd Street and Bacon Avenue Improvements.

SWD/kf

Attachments: Resolution

Assessment Map

Final Assessment Roll

No Parking Exhibit

Letter of Continuation of Assessment Hearing dated March 30, 2020

Letter of Remote Public Hearing Participation dated April 17, 2020

Metzen Appraisal letter

Objection Correspondence (3)

Support Correspondence (5)

Assessment Information Meeting Summary

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

**RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR THE 2019 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09G – 60TH STREET, 62ND STREET,
AND BACON AVENUE IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue improvements. The streets to be constructed include: 60th Street East from Babcock Trail to Bacon Avenue, Bacon Avenue from 62nd Street to its north terminus, 62nd Street East from Bacon Avenue to its east terminus.

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

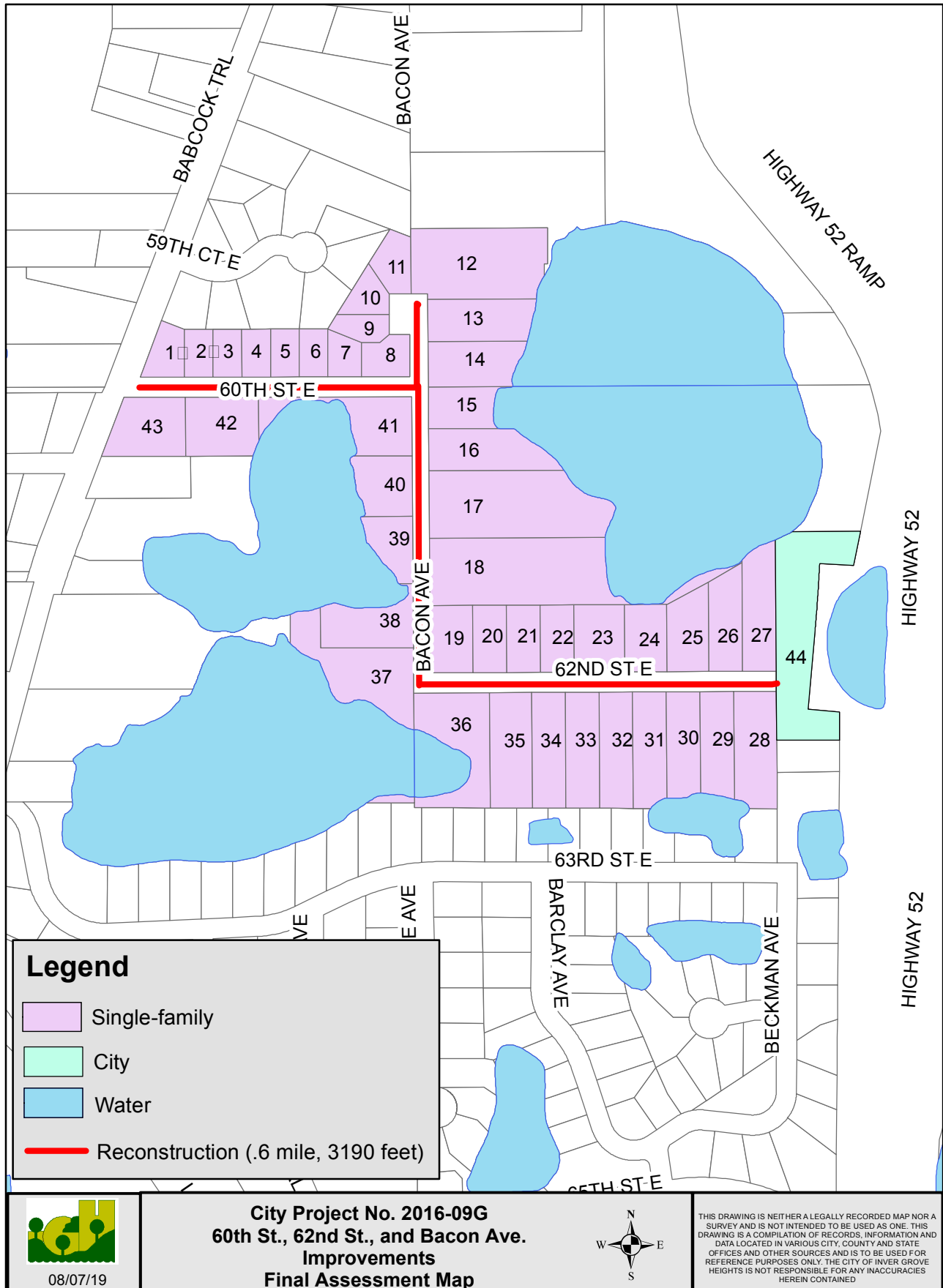
1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment levied against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years beginning in 2021 and shall bear interest at the rate of 3.15 percent per annum beginning January 1, 2021.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year (or such later date determined by the Council). No interest accrual will occur in 2020.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

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

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



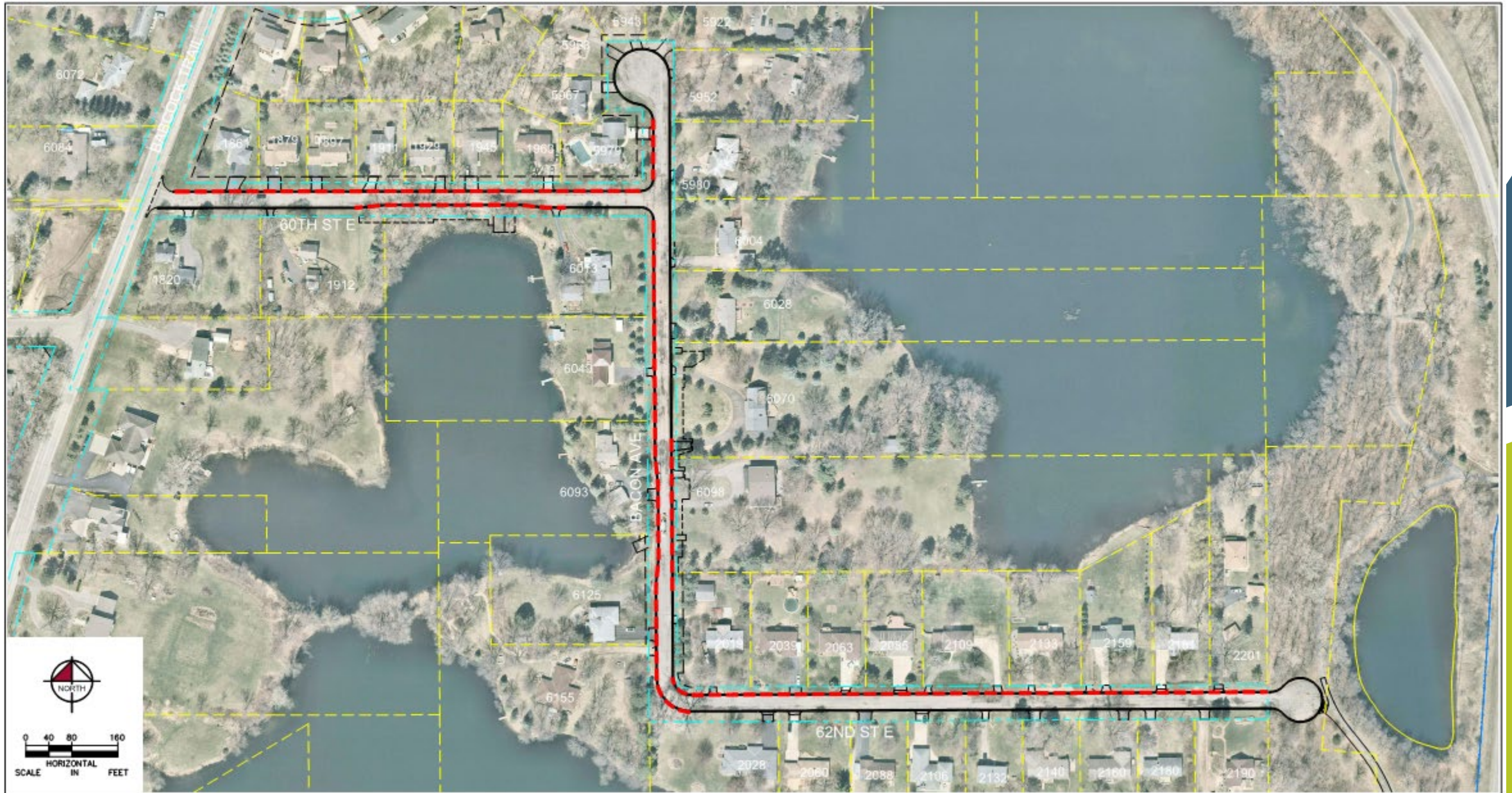
CITY PROJECT NO. 2016-09G - 60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS
ASSESSMENT TERM: 10 YEARS; INTEREST RATE 3.15% BEGINS ACCRUAL IN 2021

MAP NO.	PROPERTY TYPE	PID NO.	OWNER	OWNER ADDRESS	OWNER CITY, STATE, ZIP CODE	HOUSE NO.	STREET ADDRESS	FINAL ASSESSMENT
1	R	207245001120	KENNETH PETERSEN & LAUREN LEHMAN	1861 60TH ST E		1861	60TH ST E	\$ 12,320.00
2	R	207245001130	BRUCE J & JUDY K TIX	1879 60TH ST E		1879	60TH ST E	\$ 12,320.00
3	R	207245001140	RAYMOND J & MARGARET KNEER	1897 60TH AVE E		1897	60TH ST E	\$ 12,320.00
4	R	207245001150	THOMAS J & SUSAN M JUNTUNEN	1911 60TH ST E		1911	60TH ST E	\$ 12,320.00
5	R	207245001160	THOMAS D & DEBRA D L TEISBERG	1929 60TH ST E		1929	60TH ST E	\$ 12,320.00
6	R	207245001170	MATTHEW J & BETH HEISS	1945 60TH ST E		1945	60TH ST E	\$ 12,320.00
7	R	207245001180	RICHARD D & ANGELA M CASSIDY	1963 60TH ST E		1963	60TH ST E	\$ 12,320.00
8	R	207245001190	ROBERT & YVONNE M HAENGGI	5979 BACON AVE		5979	BACON AVE	\$ 12,320.00
9	R	207245001200	JACOB & SARA KUESTER	5967 BACON AVE		5967	BACON AVE	\$ 12,320.00
10	R	207245001210	JULIA K HAVENS	5953 BACON AVE		5953	BACON AVE	\$ 12,320.00
11	R	207245001220	JAMES R MARTIN	5943 BACON AVE E		5943	BACON AVE	\$ 12,320.00
12	R	200331052020	MATTHEW D & NICOLE SPERL	5922 BACON AVE		5922	BACON AVE	\$ 12,320.00
13	R	200331052030	JOANN P GRIEFNOW	5952 BACON AVE		5952	BACON AVE	\$ 12,320.00
14	R	200331052040	ANDREW & JENIFER GEORGE	5980 BACON AVE		5980	BACON AVE	\$ 12,320.00
15	R	200040027020	THOMAS & LORI TOBORG	6004 BACON AVE		6004	BACON AVE	\$ 12,320.00
16	R	200040027030	JEFFREY DIETL	6028 BACON AVE		6028	BACON AVE	\$ 12,320.00
17	R	200040027040	JOHN & MARY LEE STURNER	6070 BACON AVE		6070	BACON AVE	\$ 12,320.00
18	R	200040027050	RICHARD & KIMBERLY RINEHART	6098 BACON AVE		6098	BACON AVE	\$ 12,320.00
19	R	200040028010	MICHAEL P & DARLENE MCINERNEY	2019 62ND ST E		2019	62ND ST E	\$ 12,320.00
20	R	200040028020	GEORGE F & LYNN M WATSON	2039 62ND ST E		2039	62ND ST E	\$ 12,320.00
21	R	200040028030	ROGER D ROTHSTEIN	2063 62ND ST E		2063	62ND ST E	\$ 12,320.00
22	R	200040028040	DAVID & SHARON D ESHELMAN	2085 62ND ST E		2085	62ND ST E	\$ 12,320.00
23	R	200040028050	SCOTT J & LYNNE M WELSH	2109 62ND ST E		2109	62ND ST E	\$ 12,320.00
24	R	200040028060	RONALD & MARY MINUCCI	2133 62ND ST E		2133	62ND ST E	\$ 12,320.00
25	R	200040028070	DARREL A & ETHEL E MATERNOWSKI	2159 62ND ST E		2159	62ND ST E	\$ 12,320.00
26	R	200040028080	TERRENCE A & JULIE L HEAVER	2181 62ND ST E		2181	62ND ST E	\$ 12,320.00
27	R	200040028090	ROBERT M & REGINA L BUKOVICH	2201 62ND ST E		2201	62ND ST E	\$ 12,320.00
28	R	200040029090	JULIO & RUTH ANN LLERANDI	2190 62ND ST E		2190	62ND ST E	\$ 12,320.00
29	R	200040029080	GARY J & ALICE H LESNEY	2180 62ND ST E		2180	62ND ST E	\$ 12,320.00
30	R	200040029070	LEONARD & SANDRA GERONIME	2160 62ND ST E		2160	62ND ST E	\$ 12,320.00
31	R	200040029060	PATRICK & COLLEEN MENS	2140 62ND ST E		2140	62ND ST E	\$ 12,320.00
32	R	200040029050	LONNIE W CORY	2132 62ND ST E		2132	62ND ST E	\$ 12,320.00
33	R	200040029040	JONATHAN G & CECILIA STONE	2106 62ND ST E		2106	62ND ST E	\$ 12,320.00
34	R	200040029030	DAVID J WATSON	2088 62ND ST E		2088	62ND ST E	\$ 12,320.00
35	R	200040029020	BARBARA SCHLOESSER & GARY KASPER	2060 62ND ST E		2060	62ND ST E	\$ 12,320.00
36	R	200040029010	JEFFREY KANDT	2028 62ND ST E		2028	62ND ST E	\$ 12,320.00
37	R	200050002070	JOSEPH A & ERICA CLARK	6155 BACON AVE E		6155	BACON AVE	\$ 12,320.00
38	R	200050002060	ANDERS & JULIE A PETERSEN	6125 BACON AVE E		6125	BACON AVE	\$ 12,320.00
39	R	200050002050	JACQUELINE J YUNKER	6093 BACON AVE		6093	BACON AVE	\$ 12,320.00
40	R	200050002040	PAMELA MAE E DECORSEY	6049 BACON AVE E		6049	BACON AVE	\$ 12,320.00
41	R	200050002030	JONATHAN & DONNA HARLEY	6013 BACON AVE		6013	BACON AVE	\$ 12,320.00
42	R	200050002020	ANTHONY & KRISTIN BORDSEN	1912 60TH ST E		1912	60TH ST E	\$ 12,320.00
43	R	200050002010	TIMOTHY & ABIGAIL WALSTEAD	7945 131st ST W	APPLE VALLEY, MN 55124	1820	60TH ST E	\$ 12,320.00
44	CITY	200040025015	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE			8150 BARBARA AVE	\$ 16,966.60

TOTAL \$ 546,726.60

NO PARKING MAP

----- NO PARKING ZONES





City of Inver Grove Heights

www.invergroveheights.org

March 30, 2020

KENNETH PETERSEN & LAUREN LEHMAN
1861 60TH ST E
INVER GROVE HEIGHTS, MN 55077

Re: Assessment Hearing Continued
60th Street, 62nd Street and Bacon Avenue Improvements – City Project No. 2016-09G

Dear KENNETH PETERSEN & LAUREN LEHMAN:

The City is sending this letter to notify you that the Assessment Hearing for the 60th Street, 62nd Street and Bacon Avenue Improvements was opened by City Council on March 23, 2020 and has been continued until Monday, April 27, 2020 at 7:00 p.m. The continued hearing will be held in the City Council Chambers at 8150 Barbara Avenue. The hearing delay will also impact the award date and start of construction schedule. These dates will be more clearly understood when the assessment hearing is held in April.

At this time, we do not know if safety precautions for COVID-19 will allow the assessment hearing to be attended in-person by April 27. We are hopeful that technology will be in place to provide for meaningful public participation. To ensure that your concerns are clearly understood, we invite you to provide your comments or objections in writing (via letter or email) prior to the hearing date.

The City is requesting your assistance in providing email and cell phone information to aid in effective communications related to the project by using the following method:

Project Status Updates

Sign up for the "Notify Me" service to receive updates on project progress and scheduling: <http://www.ci.inver-grove-heights.mn.us/list.aspx>. Enter your email address and follow the instructions to receive email or text updates for this project, "Current Construction: 60th St., 62nd St., Bacon Ave. Improvements." We ask that you sign up by April 10th if possible.

This will be the preferred method for you to receive timely information from the City during COVID-19 and during construction. Please sign up for the email, because we plan on creating a listserv for longer messages that need to only be sent by email. We will also send short updates and links to the same information via cell phone.

If you have any questions, please feel free to call me at 651-450-2541 or email me at sdodge@invergroveheights.org.

Sincerely,

Steve W. Dodge, P.E.
Assistant City Engineer

SWD/kf

cc: Scott Thureen, Public Works Director
Thomas Kaldunski, City Engineer
Luke Moren, Project Manager, Kimley-Horn, Inc.
Nick Hahn, Senior Engineering Technician



City of Inver Grove Heights

www.invergroveheights.org

April 17, 2020

TIMOTHY & ABIGAIL WALSTEAD
7945 131st ST W
APPLE VALLEY, MN 55124

Re: Assessment Hearing Update – Remote Public Hearing Participation Information
60th Street, 62nd Street and Bacon Avenue Improvements – City Project No. 2016-09G

Dear TIMOTHY & ABIGAIL WALSTEAD:

At 7:00 p.m. Monday, April 27th, the Council Meeting and the continued assessment hearing for City Project 2016-09G – 60th Street, 62nd Street and Bacon Improvements are being held remotely pursuant to Minn. Stat. Sec. 13D.021, following the Governor's "Stay At Home" executive orders and the City's declaration of a local emergency. The City Hall building, 8150 Barbara Avenue will be closed; however, we are providing an opportunity to hold the assessment hearing and allow the public to remotely provide feedback, view and/or participate in the public hearing using letters, emails, viewing on TV or device, and calling in. See further instructions below for providing your method of participation.

The City is sending this letter to notify you that objections to the proposed assessment must be received prior the assessment hearing being closed. The objection must be in writing from the property owner(s), provide the property address, be signed, and be received by the City Clerk before the end of the hearing. To object to the assessment, you may:

- (1) Mail a written objection to: Public Hearing CP 2016-09G, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077
- (2) Drop a written objection (addressed as shown above) in the utility payment box located across from City Hall front entrance doors.
- (3) Email your objection letter to cityclerk@invergroveheights.org

To provide feedback or participate in the public hearing on April 27th, you have the following options:

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(Letter continued on back side)

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Sincerely,



Steve W. Dodge, P.E.
Assistant City Engineer

SWD/kf

cc: Scott Thureen, Public Works Director
Rebecca Kiernan, City Clerk
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Bridgette McCauley Nason, City Attorney
Thomas Kaldunski, City Engineer
Luke Moren, Project Manager, Kimley-Horn, Inc.



September 30th, 2019

Thomas J. Kuldunski, P.E.
City Engineer
8150 Barbara Avenue,
Inver Grove Heights, MN 55077

RE: City Project 2016-09G
60th St., 62nd St. and Bacon Avenue
Improvements

Dear Mr. Kuldunski,

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The project affects forty-three single-family homes all fronting on 60th Street, 62nd Street, and Bacon Avenue.

METZEN REALTY AND ASSOCIATES CO.

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729

www.MetzenRealty.com

Thomas J. Kuldunski, P.E.,

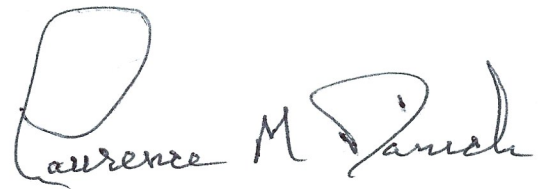
I have been instructed to provide a benefit analysis report of a complete street reconstruction, described later in this report.

As a result of my field inspection, research and comparable sales submitted, it is my opinion that the value-added benefit as a result of the projects is as follows:

Complete Street Reconstruction

Up to \$12,320.00 Per Single Family Home

Twelve Thousand Three Hundred Twenty Dollars

A handwritten signature in black ink that reads "Laurence M. Danich". The signature is written in a cursive style with a large, looped initial "L" and a stylized "D".

Laurence M. Danich
Real Property Appraiser
Minnesota I.D. # 4000869

April 22, 2020

To:

Public Hearing CP 2016-09G
C/O City Clerk
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

From:

Thomas and Debra Teisberg
1929 60th St E
Inver Grove Heights, MN 55077

RE: Proposed: City Project No. 2016-09G, Street Storm Assessment for 207245001160, estimated at \$12,320.00

Hi Steve,

As per our conversation, I do not agree with the policy pertaining to the per household assessment and believe our household assessment should be lowered.

While I recognize there is a need to repair the street, curbs were of no interest to me, as I believe it would take away the from the natural charm our neighborhood has, and believe with curbs, the weeds that emerge between the cracks are unsightly. I think curbs do not add value.

It is my belief our lot is unique to this street assessment and other assessments throughout Inver Grove Heights. Please review the reasons listed below.

1. With this new project, we will not have any street parking in front of our house. We have a pond directly across the street from our home, which would require a bearing wall that would cost over a quarter-of-a-million dollars to put in if the street was to be widened to the 28 feet. Therefore, the project's street width is narrowing in front of our house. This requires unsightly signs with "No Parking" on both sides of the street. In addition to the inconvenience and eye sore, this change will have a negative impact on the value of our home. I believe there isn't another street repair assessment that impacts a home like this in Inver Grove Heights. But, most importantly, this is one of the stated benefits of the projects, which clearly puts our house at a disadvantage.
2. A multigenerational tree will be cut down. This multi-generational tree with its beautiful canopy is home to wild life that I look forward to seeing every day, provides much needed shade to our south facing home, adds value to our lot, and brings charm to our neighborhood with its canopy hanging over our street. I believe destroying this tree in our front yard will not be a benefit to our lot; rather, will reduce the value of our home by detrimentally affecting "curb appeal".

Additionally, our south facing home will no longer have shade during the summer; therefore, our air conditioning costs will increase all summer long.

3. About one-half of our driveway will be torn up because they need access to drainage pipes. I've been told the contractor will repair the portion they disrupt and consequently the repair will create a crease in our driveway. We absolutely do not want a crease. To prevent having a crease, we will have to get a new driveway. The cities re-imbursement plan for the damaged portion of our driveway is to average the cost of each disrupted driveway in this project. I've been told it is approximately \$300-400 per driveway. More than ninety percent of the driveways will have a two-foot disruption versus the potential disruption of ours, which may involve up to 20+ feet. Using the project's averaging plan puts us at a disadvantage.
4. It is neither equitable nor fair that we bear the same portion of the improvement cost as other larger lots, some are between three to seven times the size of our lot. The benefits of this project touch other lots far greater than our tiny lot. Here again, using the project's averaging plan puts us at a disadvantage.
5. Also, because some of lots are larger or placements of culverts, several lots have secured financial compensation from the city for the use of their land for the duration of the project, which simply adds salt-to-the-wound, as we already feel we are paying a disproportionate amount.
6. In addition, I do not believe we should pay the increase in the estimated assessment of \$12,320.00 when our neighborhood was previously grouped with two other neighborhood streets a couple of years ago, which was at a significantly lower the cost to each household. Their cost was under \$8,000 a lot. After the initial meeting we were told another meeting would be scheduled shortly. Of no fault of our own, that never happened. Our neighborhood representative called City Hall repeatedly over many months to find out when the next meeting would be scheduled after the initial meeting, but was essentially stonewalled. Eventually, we discovered our neighborhood was no longer being considered a part of the street improvement. From what we have learned, the assessment for the project at that time was close to 38% less than the current assessment. This suggests that we could have shared significant savings on our street improvement, if the city had followed through with their promise to reschedule and keep us with the initial project presented back in 2015.

Please share this with the policy makers so a fair estimate can be established for us.

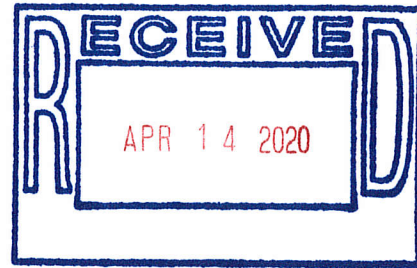
Thank you for your time.

Sincerely,

Tom and Deb Teisberg

Thomas Daley Teisberg 4/22/20
Debora A. Teisberg 4/22/20

Matthew J & Beth Heiss
1945 60th St E
Inver Grove Heights, MN 55077
651-451-9677 mbheiss@msn.com



April 8, 2020

City of Inver Grove Heights
Scott Thureen, Public Works Director
8150 Barbara Ave.
Inver Grove Heights, MN 55077-3412

RE: Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

We are in agreement that the state of our street needs to be addressed. Matt and I are preserving the right to appeal the special assessment of \$12,320.00 on our property at 1945 60th St E; Project 2016-09G. We don't believe the assessment will have the same value for our home and property. We want to share our concerns about the current construction on our street and the related assessment. They are:

- Assessments are not equitable amongst lot sizes. Our lot size is not as large as others on the street.
- The lack of parking adjacent of our property decreases our home value. It is my understanding that this is unique to our property and one other and our assessments should be decreased due to this.
- "No Parking" signs are being added in our area and will be unsightly.
- We live at the west end of 60th and therefore only use a minimal amount of the current construction footprint, yet our assessment is the same as everyone along the construction route.
- The project includes the reconstruction of at least half of our driveway, which is again different than others along the construction route and should be considered.
- The removal of all of the trees along the northside of the pond will cause a drastic difference in the charm and overall feeling of our neighborhood which what initially brought us to live here. We believe this will have a negative impact on our home value.

Please feel free to contact us at the above phone or email. Thank you for your consideration.

Sincerely,

Matthew J and Beth Heiss

From: [Angie Cassidy](#)
To: [City Clerk](#)
Subject: Assessment for project #2016-09G
Date: Wednesday, April 22, 2020 2:35:17 PM

I live at 1963 60th street east. I object to the following issues regarding the above project:

My first and most important issue is the pandemic. Is there going to be any relief due to the pandemic?
Extensions/interest rates?

Angie Cassidy

From: [Rebecca Kiernan](#)
To: [Scott Thureen](#); [Steve W. Dodge. P.E.](#); [Kathy Fischer](#)
Subject: FW: Road construction 60th, Bacon, 62nd
Date: Thursday, April 23, 2020 2:22:37 PM

-----Original Message-----

From: Yvonne <yhaenggi@yahoo.com>
Sent: Thursday, April 23, 2020 2:11 PM
To: City Clerk <cityclerk@invergroveheights.org>
Subject: Road construction 60th, Bacon, 62nd

I just wanted to voice our support of this road repair project. This road is in extremely poor condition and needs to be replaced. My only question is this... how does someone defer payment and what would the total cost be if it was deferred.

Yvonne Haenggi
5979 Bacon Avenue

Sent from my iPad

Steve W. Dodge. P.E.

From: Rebecca Kiernan
Sent: Monday, April 20, 2020 1:04 PM
To: Brenda Dietrich; George Tourville; Joe Lynch; Kara Perry; Rosemary Piekarski-Krech; Tom Bartholomew
Cc: Scott Thureen; Steve W. Dodge. P.E.
Subject: 2020-04-20 Harley Support for project - 6013 Bacon - Resident Comment

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----

From: CenturyLink Customer <jharley@q.com>
Sent: Monday, April 20, 2020 12:10 PM
To: City Clerk <cityclerk@invergroveheights.org>
Subject: Objections to construction

To whom it may concern

Our names are Jonathan and Donna Harley 6013 Bacon Ave E We are hoping that individuals objecting to the project on the basis of hardship due to the Corona Virus will not stop this project. There are any number of options for them to pursue from spreading the cost out over ten years to going to the bank and getting a 2% loan on it. It seems ridiculous to even consider not completing this project at this time.

Last time a few individuals messed this up & got the project shelved when the vast majority wanted it done. Don't let this happen again!

The last delay made the cost go from \$8000 to \$12000. I will not put up with that happening again!

We are asking the council to show some guts and get this going

Jon & Donna Harley

From: [john.sturner](#)
To: [Steve W. Dodge, P.E.](#)
Subject: 2020-04-08 Sturner Support for 2016-09G Project - 6070 Bacon Ave - Resident Comment
Date: Wednesday, April 8, 2020 1:47:47 PM

OUR COMMENT IS"THIS PROJECT NEEDS TO BE LET AND GOING AS QUICKLY AS POSSIBLE".PLEASE PASS THIS ON TO COUNCIL.ALSO PLEASE SIGN US UP FOR EMAIL PROGRESS REPORTS.
JOHN AND MARY LEE STURNER
6070 BACON AV.

From: [Rebecca Kiernan](#)
To: [Scott Thureen](#); [Steve W. Dodge. P.E.](#); [Kathy Fischer](#)
Subject: FW: City Project 2016-09G
Date: Thursday, April 23, 2020 1:35:02 PM

-----Original Message-----

From: Jeff Kandt <Jk63@comcast.net>
Sent: Thursday, April 23, 2020 1:29 PM
To: City Clerk <cityclerk@invergroveheights.org>
Subject: City Project 2016-09G

We have no objections to this project and the related costs. The road project is long overdue and needed.

Sincerely

Jeff & Charlene Kandt
2028 62nd St E
IGH
Sent from my iPhone

From: [Rebecca Kiernan](#)
To: [Scott Thureen](#); [Kathy Fischer](#); [Steve W. Dodge, P.E.](#)
Subject: FW: City Project No. 2106-09G
Date: Thursday, April 23, 2020 1:34:35 PM

From: Cecelia Stone <jsstone3270@gmail.com>
Sent: Thursday, April 23, 2020 1:28 PM
To: City Clerk <cityclerk@invergroveheights.org>
Subject: City Project No. 2106-09G

To whom this may concern -

I just wanted to convey our support of finally getting the road improvements done on 62nd Street E. And Bacon Ave.

This has been long overdue, and I know that I speak for many of our neighbors that this welcomed and very much appreciated. We know this not only adds value to our properties/neighborhood, but also to the city we are proud to call home; Inver Grove Heights.

Thank you,

Jonathan & Sal Stone (2106 62nd Street E.).

Informational Meeting #3 Summary

City of Inver Grove Heights

CP 2016-09G

Street Reconstruction – 60th Street East, 62nd Street East and Bacon Avenue

Informational Meeting #3 – 03/04/2020

I. INTRODUCTION/ATTENDANCE LIST COMMENTS CARDS

- A. A total of 13 properties attended the meeting with a total meeting attendance of approximately 16 total meeting attendees. It appears all meeting attendees signed in upon arrival.
- B. One comment was received from the Salem Hills neighborhood regarding speeding issues along 63rd Street, an issue unrelated to the street reconstruction project.

II. SALEM HILLS SPECIFIC MEETING

- Multiple comments were received regarding concerns with speeds on 63rd Street. It was noted that residents should contact the police department for concerns with speeds.
- A resident noted his basement has flooded previously and had concerns about sediment plugging the City storm sewer and this happening again. It was noted that the Contractor is required to attain a MPCA construction stormwater permit that regulates erosion control on the project. Staff also noted an erosion control plan will be implemented with construction. The Contractor is also required to carry appropriate insurance for negligence like erosion issues.
- A question was asked why the temporary access cannot be paved during construction. It was noted that the intent was not to use temporary pavement and increase construction cost. The temporary access also requires 2-way travel and leaving a 20-foot wide trail looks too inviting for people to drive down.

III. PRESENTATION (received comments in red)

- A. Project Overview
- B. Proposed Improvements
- a. It was noted that the existing streets were 24-feet wide with 2-foot gravel shoulders that have been overgrown. The centerline for the new roadway would not be changing, and the increased paved area would be added by extending 2 feet on either side of the road.

- b. It was explained that areas where the roadway narrows at the lake, the curb line along the lake will be tapered in 4 feet with the opposite curb line remaining on its alignment.
- c. A question was asked how the roadway would be stabilized near the low point of 60th Street to protect the slope stability. It was noted that due to recommendations from a geotechnical firm, the area along 60th Street near the lake will receive stabilizing geotextile fabric, beneath the aggregate base.
- d. A question was asked how surmountable curb was decided upon. It was explained that the project was moving forward with surmountable curb and gutter due to feedback received at prior open houses. It was noted that barrier curb and gutter would still be installed at intersection radii, catch basins, and the lake-side curb lines along the 24-foot roadway sections.

C. No Parking Map

- a. It was asked how far apart no parking signs were to be installed. Staff explained that it is typical for there to be three signs per block. It was explained that no parking would be installed on the same side as the hydrants to maximize parking opportunities on the opposite side of the road. It was explained that in areas where the road narrows to 24-feet no parking would be allowed on either side of the road.
- b. A question was asked why no parking signs were needed since they are not posted today. It was noted that no parking signs were required to be posted on one side of the due to emergency vehicle access regulations and City fire code.

D. Project Update

- a. It was asked how many Contractors had bid on the project. Staff explained that eight bids were received, and the low bid by McNamara was chosen. Staff explained that there would be a meeting on March 23rd with City Council focusing on assessments for this project.
- b. It was asked if there was a final date for residents to officially oppose the project moving forward. It was explained that this meeting on the 23rd would be the way for residents to appeal their assessment, and that City Council is responsible for deciding to move the project forward after that date.
- c. Multiple questions were received regarding how to appeal an assessment and what the state statute 429 process was to do so. City staff explained the process and noted a written objection to the assessment must be submitted prior to, or at the assessment hearing.

E. Assessment Map and Preliminary Assessment Amount

- a. A question was asked if bids would change the assessment amounts. It was noted that the City policy is for City funds to cover 65% of the project cost and benefitting property owners pay 35% of the project cost through special assessments. An assessment cap was recommended by an appraiser lowering the assessment amount from \$18,433.03 to \$12,320. The assessment cap will reduce the property owners share from 35% to 23.9% of the project. 20% is the minimum assessment amount the City requires to bond for the project.
- b. It was asked why the assessment amount could not be set to the minimum of 20%. Staff explained that the extra percentage used for funding is put towards construction contingencies for situations that are presented during the construction process.
- c. Residents asked why nearby neighborhoods had gotten previous assessments reduced from \$9,000 to \$7,500. It was noted that the nearby neighborhood worked with Council to find ways to reduce project cost and were able to negotiate a lower assessment.
- d. Multiple questions were asked regarding how assessments are paid back. It was explained that at the time the assessment is due, it can be paid in full or over 10 years at an interest rate of 3.15%. Staff noted that this interest rate is locked in and will not be changing. Staff explained that policy has been developed so that interest on the assessment will not kick in until January 2021, so residents will not be charged interest on a project that has not been completed.
- e. A question was asked how to pay the City in full. It was noted that there are 30 days for payments to be made in full to the City after the assessment hearing, and that lump sum payments can be made to the County into mid-October.
- f. It was asked if there were grants or programs that had been applied for to reduce the overall project cost. It was explained that a grant had been applied for relating to the three stormwater hydrodynamic separators, but the overall cost for these structures totals to approximately \$36,000 and is minimal when compared to the overall project cost of \$2,500,000.

F. Residential Access During Construction

- a. A question was asked how to keep construction vehicles off the temporary access. It was noted that no construction vehicles will be allowed to use this residential access route, and there will be a \$1,000 fine per incident.

- b. Residents asked if the access route would be open all summer, including closure of the trail. It was noted that this access route would not be used during the entire summer, and that there was contract language created saying that the Contractor is to allow access through the neighborhood once excavation has been completed. It was explained that residents' access will vary based on the location of construction and will only have to use the temporary access route if construction activity is preventing them from accessing Babcock.
- c. Residents asked about safety on the temporary residential access route. It was noted that the temporary road will include a pull-off area in the event that two larger vehicles are using the road at the same time to allow for safe passing.

G. Removals and Boulevard Disturbance

- a. Residents asked if the project would replace/repair unpermitted ROW obstructions. It was noted that any private dog fence, lights, landscaping, etc. within the right of way and construction limits may be removed with construction and unpermitted items in the City right of way are the responsibility of the property owner to relocate at no cost to the City.
- b. Residents asked why some properties require easements and others do not. It was explained that there will be some disturbance within existing drainage easements in select front yards for storm sewer removal and realignment.
- c. It was noted that there is now proposed sanitary sewer improvements due to the existing shallow facilities near the lake. Staff determined roadway construction will impact the existing clay pipe and will be replacing sanitary sewer facilities with new PVC pipe.

H. Other Construction Considerations

- a. Residents asked about garbage collection. It was explained that the Contractor will be required to coordinate with collection companies to maintain regular service. Residents were also advised that personal deliveries such as Amazon, UPS, FedEx, etc. may be disrupted at times due to closed access off Babcock Trail.
- b. Residents were concerned with temporary mailboxes along Babcock Trail. It was noted that the Contractor will be required to establish temporary mailbox locations. The USPS ultimately determines the location of the temporary mailboxes with the Contractor.
- c. It was explained that during construction, mailboxes and mailbox supports will be removed and placed in front yards. Following

construction, mailboxes will be constructed per City of Inver Grove Height Standards. Decorative/landscaped mailboxes are the responsibility of the property owner to salvage ahead of construction if desired. Non-compliant US postal service mailboxes will be removed and replaced with standard mailboxes.

- d. The City Driveway Program was explained. It was noted that residents have the option to rebuild their own driveways in order to receive credits on their special assessment. It was explained that these credits typically range from \$200-\$500. Residents generally felt this was not enough money to cover the apron cost for concrete.

I. Schedule/Next Steps

- a. It was asked if there is a set amount of working days the Contractor is required to finish the project by. Staff explained that there is not a set amount of working days. There are two deadlines the Contractor needs to meet. The project must be substantially completed by mid-September, meaning all work but final paving and turf establishment. Then, the project must be fully completed by mid-October.

IV. OTHER COMMENTS (received comments in red)

- Who pays for the new sanitary sewer work? It was explained that sanitary sewer work added to the project that will be paid for out of the City utility funds.
- It was asked if residents would be without water or the ability to flush toilets for an extended period of time. Staff explained that water shut-offs are typically done after 8 a.m., and turned back on around 5 p.m., and that the watermain work to be done is minimal and will not require days of shut-offs. With the sanitary improvements, it will be a similar situation where residents may be asked to not flush toilets for an hour or so while the service connections are made.
- Residents asked if Xcel would bury the power as a part of this project. It was noted the City cannot direct Xcel to bury overhead power.
- The resident at 5922 Bacon Ave commented that radius of the proposed driveway looked difficult to navigate due to the shape of their driveway. Staff responded that they would be able to work with the homeowner to adjust the radius of their driveway.
- The resident at 5922 Bacon Ave commented that they have a large metal pole at the end of their driveway that has been hit by delivery drivers in the past. They were concerned with the location of the proposed hydrant as it may be difficult for drivers to see and avoid it.

- A comment was made regarding erosion occurring on the first few southern properties along 60th Street. It was noted that the proposed curb and gutter will capture the County roadway runoff and aid in minimizing erosion on private property.
- A comment was made regarding the TE and PE being bought at 6013 Bacon Avenue. It was explained that the owner of that property was being paid for the TE and PE because due to project impacts, construction activity would encroach onto their property.
- A comment was made about posting 30 MPH speed limit signs in the neighborhood.
- A question was asked what other private utility work would be needed for the project. It was noted Xcel gas will be installing dual mains along the project street segments. Other communication/cable companies will have minor work.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

UNITED PROPERTIES - Case No. 20-08PUD

Meeting Date: April 27, 2020
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following Resolutions for the property located along Courthouse Boulevard, west of Barnes Avenue:

- a) A Resolution relating to a Final Plat, Final PUD Development Plans, Improvement Agreement and related agreements for Building 1 in the proposed Inverpoint Business Park First Addition.
- Requires a 3/5th's vote.
- b) a Resolution relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block 1, Inverpointe Business Park First Addition.
- Requires a 4/5th's vote.
 - 60-day deadline: May 5, 2020 (first 60 days)

SUMMARY

United Properties has submitted their final plat and final PUD plans for Phase 1 of the Inverpoint Business Park project. Phase 1 consists of one office/warehouse building of approximately 80,000 square feet. All of the utilities have been installed and grading has been done as part of the 2008 approval when the two center buildings were going to be constructed. Two of the access points will be constructed with this phase. Landscaping will be installed as shown on the landscape plan.

ANALYSIS

The submitted final plans are consistent with the preliminary plans. Engineering has noted the plans are ready for construction. A development contract, along with other maintenance agreements addressing specific details of the project have been drafted and are part of the Council action.

The elevations of the building have been updated to reflect current building design and color schemes. Both still comply with exterior building elevation requirements and provide a higher quality of architectural elements for this high visibility location.

RECOMMENDATION

Planning Staff: The plans have satisfied all engineering conditions and plans are consistent with the preliminary plans.

Planning Commission: Recommended approval of the requests (9-0).

Attachments:

- Resolution approving the Final Plat and PUD
- Resolution approving the Conditional Use Permit
- Improvement Agreement
- Retaining Wall Maintenance Agreement
- Fire Hydrant License Agreement
- Planning Commission Recommendation
- Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT
FOR THE PLAT OF INVERPOINT BUSINESS PARK FIRST ADDITION AND FINAL PUD
DEVELOPMENT PLAN FOR PHASE 1**

**CASE NO. 20-08PUD
(United Properties)**

WHEREAS, a final plat and final PUD development plan application have been submitted to the City for property legally described as;

Outlot B, Inverpoint Business Park Addition according to the recorded plat, Dakota County, Minnesota.

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007, and with amendments on August 7, 2019;

WHEREAS, the final plat application satisfies the 37 conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a Final Plat with a development contract for the plat of Inverpoint Business Park First Addition and Final PUD Development Plan for phase 1 is hereby approved subject to the following conditions:

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

Final Plat	
Site Plan	dated 3/31/20
Grading Plan	dated 3/31/20
Erosion Control Plan	dated 3/31/20
Utility Plan	dated 3/31/20
Landscape Plan	dated 3/31/20
Lighting Plan	dated 3/31/20
Elevation Plan	dated 3/9/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Development of the site shall also be regulated by the preliminary plat/pud conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.
4. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department.
5. Between the hours of 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.

6. Between the hours of 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
7. No truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this ____ day of _____, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MANUFACTURING
AND ASSEMBLY ON LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK FIRST
ADDITION**

**Case No. 20-08PUD
(United Properties)**

WHEREAS, the request is for the property located on the north side of Courthouse Boulevard, west of Barnes Avenue and legally described as:

**Lot 1, Block 1, Inverpoint Business Park First Addition, according to the
recorded plat, Dakota County, Minnesota.**

WHEREAS, the aforescribed property is zoned IOP, Industrial Office Park District;

WHEREAS, Manufacturing and assembly is listed as a conditional use within the IOP district;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 21, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for manufacturing and assembly is hereby approved subject to the following conditions:

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

Final Plat

Site Plan	dated 3/31/20
Grading Plan	dated 3/31/20
Erosion Control Plan	dated 3/31/20
Utility Plan	dated 3/31/20
Landscape Plan	dated 3/31/20
Lighting Plan	dated 3/31/20
Elevation Plan	dated 3/9/20

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

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
INVERPOINT BUSINESS PARK FIRST
ADDITION

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF INVERPOINT BUSINESS PARK FIRST ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 27th day of April, 2020, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER will record the PLAT with Dakota County;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation of stormwater improvements, landscaping and parking lot improvements; and

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 DEVELOPER. "DEVELOPER" means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 OWNER. "OWNER" means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Inverpoint Business Park First Addition, Dakota County, Minnesota, legally described on the attached Exhibit A.

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

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

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

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

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

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

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

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

- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS

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

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

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

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

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

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

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

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition,

obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

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

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

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

respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- 1.21 OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

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

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

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

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

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

If to OWNER: Inverwood Business Park LLC
c/o United Properties
651 Nicollet Mall, Suite 450
Minneapolis, MN 55431

If to DEVELOPER: Inverwood Business Park LLC
c/o United Properties
651 Nicollet Mall, Suite 450
Minneapolis, MN 55431

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

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY has approved the recording of the PLAT and the PLAT shall be recorded by the DEVELOPER with Dakota County. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The DEVELOPER will record the PLAT with the Dakota County Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

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

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

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

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

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

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

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

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

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

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

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

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

ARTICLE 6

OTHER PERMITS

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

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

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The

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

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

- Stormwater Facilities Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647203
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208

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

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the

project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.

2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).
12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

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

ARTICLE 10

DEVELOPER WARRANTIES

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

ARTICLE 11
OWNER WARRANTIES

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

ARTICLE 12
CITY WARRANTIES

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

ARTICLE 13
INDEMNIFICATION OF CITY

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;

- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by

the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

14.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No

delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

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

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2022. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2022, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or

cash deposit, without any further notice than that provided in Section 11.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

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

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

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

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

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

ARTICLE 16 **MISCELLANEOUS**

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

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

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

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

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

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

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

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th 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

By: United Properties Investment LLC,
Its Manager

By: _____
Name: Brandon Champeau
Its: Senior Vice President

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared William P. Katter and Brandon Champeau, each to me personally known, who being by me duly sworn, did say that they are the Chief Manager and Senior Vice President, respectively, of United Properties Investment LLC, a Minnesota limited liability company, and that United Properties Investment LLC is the Manager of Inverwood Business Park LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of Inverwood Business Park LLC by authority of its Manager and Members and that the signing of the instrument by United Properties Investment LLC as Manager was authorized by the Members of United Properties Investment LLC and said William P. Katter and Brandon Champeau acknowledged said instrument to be the free act and deed of Inverwood Business Park LLC.

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF INVERPOINT BUSINESS PARK FIRST ADDITION

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

Outlot B, Inverpoint Business Park, Dakota County, Minnesota,

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

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (C100)	4-16-20	Westwood
Existing Conditions Plan (C200)	4-16-20	Westwood
Site Plan (C300)	4-16-20	Westwood
Grading Plan (C400)	4-16-20	Westwood
Erosion Control Plan (C500)	4-16-20	Westwood
Utility Plan (C600)	4-16-20	Westwood
Landscape Plan (L100)	4-16-20	Westwood
Landscape Notes & Details (L101)	4-16-20	Westwood
Lighting Plan (E100)	4-16-20	Westwood

The Development Plans were last dated April 16, 2020 and approved by the City Engineer on April 16, 2020.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the PLAT (the “City Engineer Memos”):

1. Memo from City Engineer Steve Dodge to Associate City Planner Heather Botten dated March 18, 2020.
2. Memo from City Planner Allan Hunting dated March 17, 2020.
3. Memo from EOR to City Engineer dated March 20, 2020.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	general site grading, drainage and erosion control
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	stormwater facilities modifications
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	base layer of parking lot pavement and curb
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	landscaping
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	retaining walls
X	prior to obtaining a certificate of occupancy or 12/31/20, whichever occurs first	certified as-builts
X	12/31/20	wear course of parking lot pavement

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

EXHIBIT D
CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE PLAT IS RELEASED AND CONSTRUCTION ACTIVITY BEGINS.** Before the PLAT is released and before construction activity begins, all of the following conditions must be satisfied:
 - a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER must provide to the CITY the cash deposit for Engineering Escrow stated on Exhibit F of this Development Contract.
- 2.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED BY DECEMBER 31, 2020 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2020, or prior to the issuance of a certificate of occupancy, whichever occurs first, the following Developer Improvements shall be completed:
 - a.) General site grading, drainage and erosion control.
 - b.) Stormwater modifications completed.
 - c.) Base layer of parking lot pavement and curb installed.
 - d.) Landscaping installed.
 - e.) Retaining walls installed.
 - f.) As-built plans per City standard must be submitted to the City Engineer after project completion and prior to release of the Engineering Escrow referenced in Exhibit F.

g.) Prior to installation of the wear course for the parking lot, the Developer may obtain a certificate of occupancy, but the wear course for the parking lot shall be completed no later than December 31, 2020.

- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 4.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a certificate of occupancy for the PLAT, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.
- 5.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):
- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
 - b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
 - c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
 - d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

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

- 6.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the following:
- Mn/DOT – drainage permit, if needed
 - MPCA – NPDES General Stormwater permit, if needed
 - CITY Building Department permits for the building

7.) **COMPLIANCE WITH EXISTING RECORDED AND EXECUTED AGREEMENTS.** The DEVELOPER and OWNER agree to comply with the terms, conditions, obligations and requirements set forth in the existing recorded and unrecorded agreements set forth below:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
- Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court – Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204
- Waiver of Special Assessment Appeal for Project 2009 - 08, Courthouse Boulevard Court – Trail Improvement, recorded as Dakota County Document No. 2647205
- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court – Street Improvements, recorded as Dakota County Document No. 2647206
- Waiver of Special Assessment Appeal for Project 2008 – 13, Courthouse Boulevard Court – Barnes Avenue Geometric Intersection Improvements, recorded as Dakota County Document No. 2647207
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
- Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209
- Operation and Easement Agreement for Inverpoint Business Park, recorded as Dakota County Document No. 2647210
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota County Document No. 2647212
- Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020

- 8.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per acre amount of \$5,000, multiplied by the number of acres in the PLAT. There are 11.75 acres and as a result, the park contribution is \$58,750 (11.75 acres multiplied by \$5,000 per acre). The park contribution fee of \$58,750 must be paid before the CITY signs the PLAT.
- 9.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT are as follows:

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$64,344	\$23,580	\$185,885	\$273,809

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee

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

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building

permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

Paragraph 9 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

10.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.

11.) **NO SUPERCEDING EFFECT; REAFFIRMATION OF PROVISIONS IN RECORDED DOCUMENTS.** DEVELOPER and OWNER agree that this DEVELOPMENT CONTRACT does not supercede the existing recorded and unrecorded agreements set forth below; such agreements set forth below remain in full force and effect:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
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- Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota County Document No. 2647212
- Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020

Without limiting the foregoing, DEVELOPER and OWNER agree and reaffirm that the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E
- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (e) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E. as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

- 12.) **AMENDMENT TO DEVELOPMENT CONTRACT RECORDED AS DOC. NO. 2647200.** CITY and OWNER entered into an Amendment to Development Contract for Plat of Inverpoint Business Park dated January 13, 2020 (“Amendment”). The Amendment modifies certain terms and provisions of the Development Contract for Plat of Inverpoint Business Park recorded as Document No. 2647200 relating to hours of operation for the Inverpoint Business Park. The Amendment specifically amends Exhibit E, paragraph 5, subparts (d), (e), (f) and (g) of the Development Contract recorded as Document No. 2647200. OWNER must provide a signed original of the Amendment to the CITY prior to the release of the PLAT by the CITY to the DEVELOPER. The Amendment shall be recorded with the Dakota County Recorder prior to the PLAT being recorded.

- 13.) **STORMWATER FACILITIES MAINTENANCE**. OWNER and CITY entered into a Stormwater Facilities Maintenance Agreement relating to the Plat of Inverpoint Business Park dated August 11, 2008, recorded as Dakota County Doc. No. 2647203 (Storm Water Agreement). The Storm Water Agreement is recorded against the property in the PLAT. The recorded Storm Water Agreement imposes upon the OWNER the responsibility to construct and maintain certain stormwater facilities. OWNER has already constructed the stormwater facilities within the PLAT. OWNER will be making modifications to the existing stormwater facilities as part of the DEVELOPMENT PLANS for the PLAT. The recorded Storm Water Agreement obligates the CITY to maintain the two regional basins located within the PLAT. OWNER is not required to enter into a Storm Water Facilities Maintenance Agreement for the PLAT; provided, however, all of the conditions, requirements, obligations and responsibilities of OWNER under the recorded Storm Water Agreement are perpetual and in full force and effect. The recorded Storm Water Agreement runs with the property in the PLAT.

EXHIBIT F
ESCROW CALCULATION

1) Site Grading, Drainage and Erosion Control	\$49,000
2) Utilities (Sanitary & Water)	\$76,000
3) Stormwater Facilities	\$25,642
4) Parking Lot	\$312,650
5) Landscaping (Outlot B)	\$70,806
6) Business Park Landscaping	\$180,619
7) Signs	\$3,000
8) Construction debris clean up	\$10,000
9) Certified As-Builts	\$10,000
SUBTOTAL	\$737,717
Multiplied by	x <u>1.25</u>
TOTAL ESCROW:	\$922,146.25 say \$922,146

EXHIBIT F
ESCROW CALCULATION

(Continued)

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

- \$ City fees for inspection and engineering service
- \$ EOR Stormwater Management Review Fees

\$	TOTAL (DEVELOPER responsibility)

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City’s standard rates charged for such tasks.

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the stormwater facilities within the PLAT.

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 \$_____, plus the engineering consultant proposal amounts referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

**RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
THE PLAT OF INVERPOINT BUSINESS PARK FIRST ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO THE PLAT OF INVERPOINT BUSINESS PARK FIRST ADDITION (hereafter referred to as “Agreement”) is made, entered into and effective this 27th day of April, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Inverwood Business Park LLC, a Delaware limited liability company (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the Grading Plan dated April 16, 2020 and approved by the City Engineer on April 16, 2020. The Retaining Wall Construction Plan is on file with the City.

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

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Lot Owner to begin the Developer Improvements identified in the Development Contract between the parties dated April 27, 2020, if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Lot Owner agrees that by December 31, 2020, or by a date reasonably set by the City’s Director of Public Works, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exists. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). 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 Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, 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 construction of the Retaining Wall Facilities 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 Section 3.1, in the event of an emergency as determined by the DWP, 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 Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction 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 Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with Section 3.1 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 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, construction or improvement

performed by the City to ensure compliance with Section 3.1. 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 Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lot. 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 the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

3.7 Notice of Non-Compliance with Section 3.2; 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 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 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 Retaining Wall 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.

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 Lot. 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 Lot.

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 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 Retaining Wall Facilities;
- d.) construction of the Retaining Wall Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Development Contract. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of

its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner: Inverwood Business Park LLC
c/o United Properties
651 Nicollet Mall, Suite 450
Minneapolis, MN 55431

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, Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of 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

**LOT OWNER:
INVERWOOD BUSINESS PARK LLC**

By: United Properties Investment LLC,
Its Manager

By: _____
Name: William P. Katter
Its: Chief Manager

By: _____
Name: Brandon Champeau
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared William P. Katter and Brandon Champeau, each to me personally known, who being by me duly sworn, did say that they are the Chief Manager and Senior Vice President, respectively, of United Properties Investment LLC, a Minnesota limited liability company, and that United Properties Investment LLC is the Manager of Inverwood Business Park LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of Inverwood Business Park LLC by authority of its Manager and Members and that the signing of the instrument by United Properties Investment LLC as Manager was authorized by the Members of United Properties Investment LLC and said William P. Katter and Brandon Champeau acknowledged said instrument to be the free act and deed of Inverwood Business Park LLC.

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 LOT

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

Lot 1, Block 1, Inverpoint Business Park First Addition, Dakota County, Minnesota.

FIRE HYDRANT LICENSE AGREEMENT

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 27th day of April, 2020, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Inverwood Business Park LLC, a Delaware limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

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

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

1.3 Landowner. Landowner means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as **Exhibit A**.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and will be improving the Subject Property pursuant to the Development Plans defined and identified in the Development Contract between the City and Landowner dated April 27, 2020.

Recital No. 2. The City is willing to approve the above-described Development Plans for the Subject Property if, among other things, Landowner executes this Agreement.

Recital No. 3. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by December 31, 2020, or by a date reasonably determined by the City Engineer.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The

Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Agreement and if the other conditions required by the City in the Development Contract dated April 27, 2020 are met, the City will approve the Development Plans.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th 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:
INVERWOOD BUSINESS PARK LLC**

By: United Properties Investment LLC,
Its Manager

By: _____
Name: William P. Katter
Its: Chief Manager

By: _____
Name: Brandon Champeau
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared William P. Katter and Brandon Champeau, each to me personally known, who being by me duly sworn, did say that they are the Chief Manager and Senior Vice President, respectively, of United Properties Investment LLC, a Minnesota limited liability company, and that United Properties Investment LLC is the Manager of Inverwood Business Park LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of Inverwood Business Park LLC by authority of its Manager and Members and that the signing of the instrument by United Properties Investment LLC as Manager was authorized by the Members of United Properties Investment LLC and said William P. Katter and Brandon Champeau acknowledged said instrument to be the free act and deed of Inverwood Business Park LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



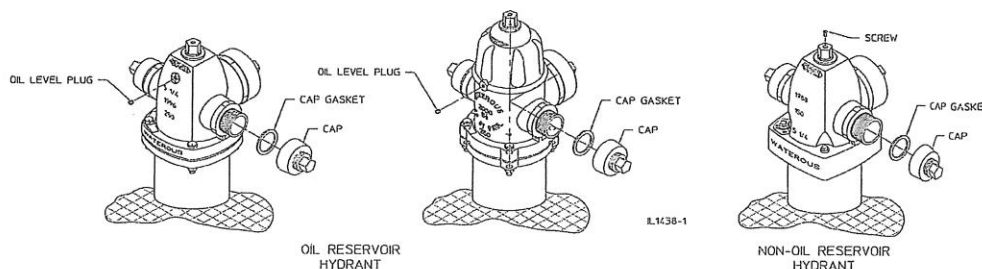
Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
 - a. External inspection of paint, caps, chains, etc.
 - b. Checking traffic type hydrants for damage to the breakaway feature.
 - c. Using a listening device to check the main valve for leakage.
 - d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
 - e. Verifying the hydrant drains properly.
 - f. Cycling the hydrant from full open to full close.
 - g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual M17 for *Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**
Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**
Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. **ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING.** Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. **Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Inverpoint Business Park First Addition, Dakota County, Minnesota.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 21, 2020

SUBJECT: **UNITED PROPERTIES – CASE NO. 20-08PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit (CUP) to allow manufacturing and assembly in the Industrial Open Space District over Lot 1, Block 1, Inverpoint Business Park First Addition, for property located between Courthouse Boulevard and Highway 55, west of Barnes Avenue. 29 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant has submitted the final plat and final development plan for building 1 of the Inverpoint Business Park First Addition. The building will be 80,000 square feet in size and is the eastern most building of the project. The two eastern most access points would be built with this phase, with trucks being required to use the eastern entrance. Staff recommends approval of the request.

Commissioner Niemioja asked how Condition No. 5 would be enforced regarding allowed hours of operation.

Mr. Hunting replied that Code Enforcement would address that issue if there was a violation.

Opening of Public Hearing

Connor McCarthy, United Properties, 651 Nicollet Mall, Minneapolis, advised he was available to answer any questions.

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

Mr. McCarthy replied in the affirmative. He thanked staff for helping facilitate discussions with his team and the neighbors. United Properties is working with a tenant from a surrounding community who is looking forward to relocating to IGH. They are a world leader in their field and a growing manufacturer of residential and commercial structural products. This company will bring mixed job types and incomes.

Commissioner Niemioja asked the applicant how they planned to enforce the hour of operation restrictions listed in the conditions of approval.

Mr. McCarthy replied that United Properties will hire a property management company to oversee the property. That person, as well as a team of engineers, will be responsible for checking the site frequently and checking in with the tenant. In this case they also may write something into the agreement regarding periodic site visits. He does not believe there will be issues and they plan to post signs and be receptive to any complaints the neighbors may have.

Recommendation to City Council

April 21, 2020

Page 2

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Scales was pleased to see this project moving forward.

Commissioner Simon asked if they should address the email the Planning Commission received regarding walking paths.

Chair Maggi thought that had been addressed with the last approval for this property.

Commissioner Simon could not recall the final determination regarding location and when it would be built.

Commissioner Niemioja asked staff to address the walking path.

Mr. Hunting clarified that the conditions of approval state that the City may install the trail after the first 200,000 square feet is occupied. There is no requirement that it must go in, and he believes it was determined to be on the south side of Courthouse Boulevard. United Properties signed an assessment waiver of appeal because they would be assessed for the cost of that at the time it was constructed. It is not required with this phase because they are only constructing 80,000 square feet.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Lissarrague, to approve the request for a conditional use permit (CUP) to allow manufacturing and assembly in the Industrial Open Space District over Lot 1, Block 1, Inverpoint Business Park First Addition, for property located between Courthouse Boulevard and Highway 55, west of Barnes Avenue, with the seven conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on April 27, 2020.

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

CASE NO: 20-08PUD

APPLICANT: United Properties

REQUEST: Final Plat and Final PUD Development Approval for Building 1 and Conditional Use Permit for Manufacturing

HEARING DATE: April 21, 2020

LOCATION: Courthouse Boulevard Court, west of Barnes Avenue

COMPREHENSIVE PLAN: Industrial Office Park

ZONING: IOP, Industrial Office Park

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

United Properties has submitted the final plat and final development plan for building 1 of InverPoint Business Park First Addition. The plat consists of replatting Outlot B, InverPoint Business Park into one lot for the building. The building will be 80,000 square feet in size and be used for a mix of office, warehousing and manufacturing.

In 2007, Council approved the PUD of InverPoint Business Park which consisted of a three lot, five building project. A final PUD was approved for the center two buildings in 2008. In 2019, an amendment was approved to the PUD changing the allowed hours of operation for some aspects of the overall functioning of the businesses. Now, the developer is ready to proceed with constructing the easterly most building of that project.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 37 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. Grading and utilities have already been installed on the site. The turn lane improvements in Courthouse Boulevard are in place.

Condition #2 relating to lots on the final plat. This condition was satisfied with the final plat approved in 2008.

Condition #3 relating to approval of the final grading, drainage and erosion control plans. This was satisfied with the 2008 approval.

Condition #4 relating to drainage and utility easements provided on the plat. This condition was satisfied with the 2008 approval. All easements shown on the original plat are carried over to this plat.

Condition #5 relating to ownership of natural area/open space. All of the natural area/open space shown on the 2008 plan are in private ownership. The conservation easements were established with the original plat.

Condition #6 relating to future pedestrian/biking trail. The Council approved the plans such that the City may install a trail on the south side of Courthouse Boulevard within one year after the first 200,000 square feet of the project has been occupied. The Council will make that determination at that time.

Condition #7 relating to rooftop and ground mounted equipment being screened. This condition will be reviewed at building permit. The exterior of the buildings has been updated with current color schemes and details. They are consistent with the original elements approved in 2008.

Condition #8 relating to park dedication. Park dedication will consist of a cash payment for the one lot. The tabulation of fees based on lot area will be stated in the development contract. The park dedication fees are collected at time of final plat release.

Condition # 9 relating to parking lot and building lighting being downcast. The developer has submitted lighting plans showing the fixture type for the parking lots and the illumination pattern. The fixtures are a shoe-box style with a flat lens which is consistent with city standards. The illumination pattern also complies with maximum light illumination at centerlines of adjacent streets. The fixtures on the buildings will be reviewed at time of building permit and must be designed in such a way that the source of the light is not visible from the street. They must have some type of shield, so the bulb isn't directly visible from the street.

Condition #10 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and has no issues with the layout and access. The three access points provide very good emergency vehicle access.

Condition #11 relating to MnDOT Review. Comments were addressed with the 2008 plans

Condition #12 relating to utility plan modification. The required changes were addressed with the 2008 plans. The main trunk utilities have already been installed.

Condition #13 relating to issues listed in Emmons and Olivier memo of 9/13/07. Comments were addressed with 2008 plans.

Condition #14 relating to storm water facilities maintenance agreement and responsibilities. All of these agreements were approved with the 2008 plans. There will be some modifications with this plan set. The City Council will be approving a revised development agreement and any other documents with the final plat and PUD plans.

Condition #15 relating to entering into a boulevard maintenance agreement. Satisfied with the 2008 plans.

Condition #16 relating to executing a conservation easement over plat. Satisfied with the 2008 plans. Required Conservation easements over the entire plat were recorded in 2008.

Condition #17 relating to payment of plat utility fees. Plat utility fees will be calculated and listed in the development agreement. Fees are collected at time of final plat release.

Condition #18 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 19 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #20 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #21 relating to conditions of building occupancy. Since the project will be done in phases, this condition was added to clarify that all parking lot and entrance road improvements needed for each building will be constructed before occupancy is allowed.

Condition #22 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #23 relating to construction of sewer and water lines. All of these improvements have already been constructed.

Condition #24 relating to pervious pavement for parking stalls. The preliminary condition of approval stated at least 33 parking spaces had to be constructed with pervious pavement and the balance of the 121 proof of parking spaces shall all be constructed with pervious pavement. This phase does not require any pervious pavement.

Condition #25 relating to a modification of the landscape plan. The changes to the plan were addressed in the 2008 plans.

Condition #26 relating to City construction of the three right turn lanes from Courthouse Boulevard Court. All of the turn lanes have already been constructed.

Condition #27 relating to construction of the right turn lane for southbound Barnes at Courthouse Boulevard. All of the required improvements at the Barnes Avenue/Courthouse Blvd intersection have been installed.

Condition #28 relating to signage for trucks at the three exit points. The developer shall be required to install these signs at the two access points constructed with this building. Sign design to be created by the developer and approved with the building permit.

Conditions #29, 30, 31 relating to truck/trailer idling, truck deliveries and business hours. In August 2019, the Council changed the allowed hours of operation and allowed times for truck deliveries and idling. These conditions are carried over in the development contract.

Condition #32 relating to restoration of Courthouse Boulevard Court. This condition related to the assessment to the property for the resurfacing of Courthouse Boulevard that occurred in 2007 or 2008.

Condition #33 relating to payment of all fees and escrows incurred by the city during the review process. The intent of this condition is to let the developer know of their financial responsibility of payment of fees. The development contract will also address this issue and state all outstanding fees must be paid prior to release of the final plat.

Condition #34 relating to prohibited uses. The conditions of approval restrict the use of the property to prohibit shipping operations or truck terminals. The language of the original condition was modified with the 2019 amendment. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #35 relating to conditions and recommendations of SRF memo. The improvements suggested by SRF were addressed on the final plans in 2008 and have been completed.

Condition #36 relating to design of the entrance/exits to the site. The final site plan shows the entrance geometrics, so the entrances are designed for a right-in turn and not designed for a left turn out of the site.

Condition #37 relating to wetland mitigation. Council approved a wetland mitigation plan in 2008 and wetland mitigation was constructed.

Conditional Use Permit Review

The applicant has indicated that the future tenant does some manufacturing as part of their office, warehouse space operation. It is estimated that approximately 15 percent of the building would be used for manufacturing. The IOP, Industrial Office Park District identifies manufacturing as a conditional use. Therefore, the applicant has applied for a conditional use permit and a review is provided below.

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. All utilities and streets are in place.

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

Manufacturing is a conditional use in the IOP district and would be consistent with the zoning.

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

Manufacturing located within these type of office parks are typically smaller scale and low impact. These are not the sole use of the property.

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

The proposed improvements do not appear to have any negative effects on City facilities or services. Fire, and Inspection Departments would review and approve any interior remodel building permits for code compliance.

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

- i. *Aesthetics/exterior appearance*

Would be all contained within the building. No outdoor storage is allowed in the IOP district.

- ii. *Noise*

The proposed use at its small scale would not be expected to generate noise beyond that of the site as a whole with office/warehousing truck operations.

iii. Fencing, landscaping and buffering
No exterior changes proposed.

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

The site and building are designed with ample parking and the use would not create any traffic or access issues.

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

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

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

This use would not have an undue adverse impact on the environment. All operations would be contained in the new building.

ALTERNATIVES

- A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Inverpoint Business Park First Addition, a recommendation of approval should be made subject to the following conditions:

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

Final Plat	
Site Plan	dated 3/31/20
Grading Plan	dated 3/31/20
Erosion Control Plan	dated 3/31/20
Utility Plan	dated 3/31/20
Landscape Plan	dated 3/31/20
Lighting Plan	dated 3/31/20
Elevation Plan	dated 3/9/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Development of the site shall also be regulated by the preliminary plat/pud conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.
3. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department.
4. Between the hours of 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
5. Between the hours of 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
6. No truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

- B. Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division recommends approval of the final plat and PUD development plans and conditional use permit for InverPoint Business Park First Addition and building #1 subject to the conditions stated above.

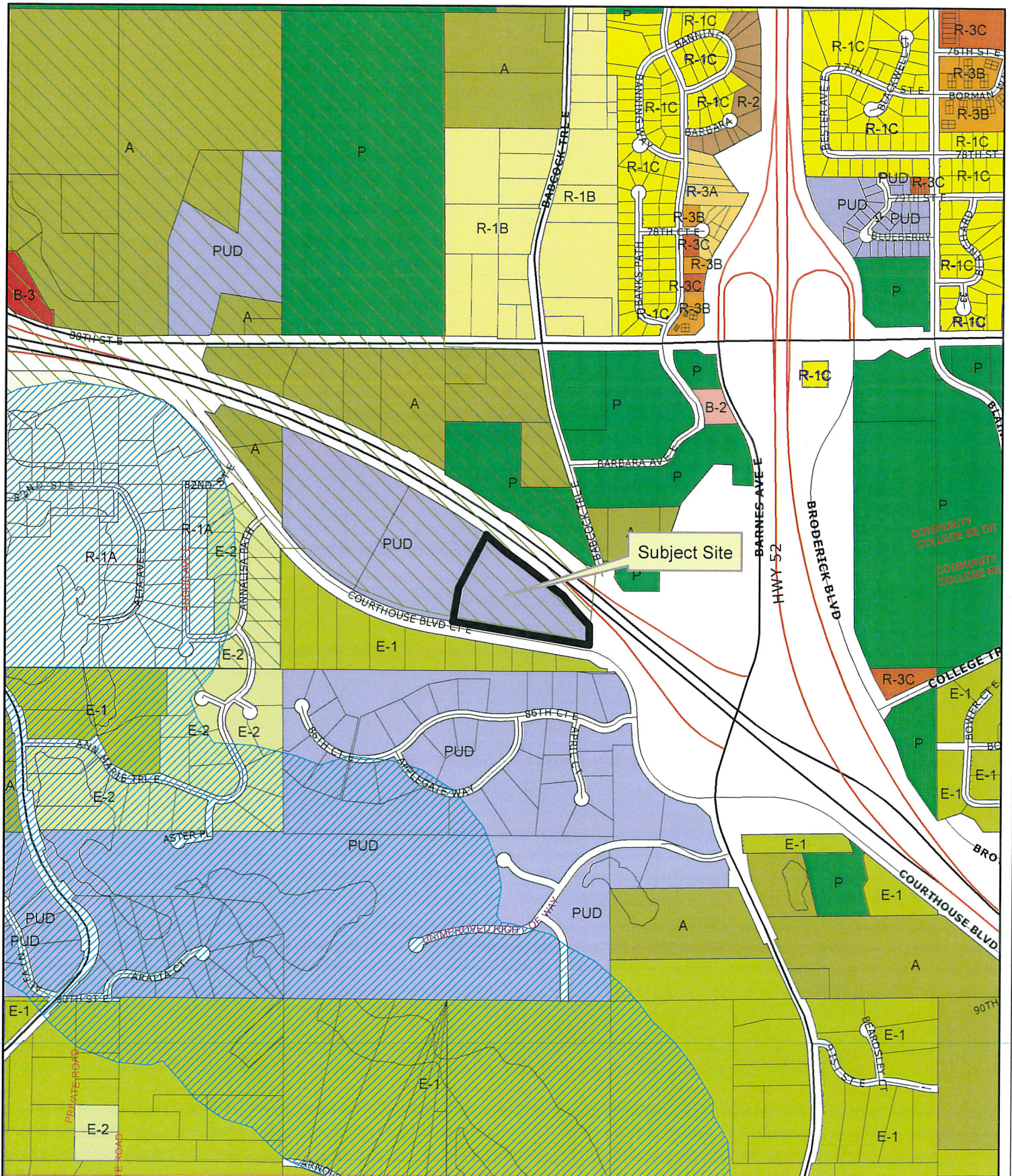
ATTACHMENTS:

- Location Map
- Preliminary PUD conditions of approval and site plan
- Project Narrative
- Final Plat
- Site Plan
- Grading Plan
- Erosion Control Plan
- Utility Plan
- Landscape Plan
- Lighting Plan
- Elevation Plan



Location Map

Case No. 20-08PUD



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-147

A RESOLUTION APPROVING AMENDMENTS TO THE PRELIMINARY AND FINAL
PUD AND DEVELOPMENT AGREEMENT FOR THE INVERPOINT BUSINESS PARK

CASE NO. 19-28PDA
(United Properties)

WHEREAS, a Planned Unit Development (PUD) amendment application has been submitted to the City for property legally described as;

Lot 1, Block 1, Outlots A and B, Inverpoint Business Park, Dakota County, Minnesota

WHEREAS, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 7, 2019;

WHEREAS, changes to Resolution #08-39, Preliminary Conditions of approval changes include:

- #29. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- #30. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained

primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

#31. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~

#34. ~~No over the road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

WHEREAS, changes to Resolution #08-189, Final Conditions of approval changes include:

#4. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.

#5. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~

#6. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

- #7. ~~No over-the-road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

WHEREAS, changes to the Development Contract for Inverpoint Business Park include:

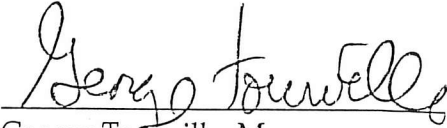
Exhibit E – changes to item #5.

- d. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- e. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- f. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
- g. ~~No over-the-road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, Resolution No's 08-39 and 08-139 and the Development Contract for the Plat of Inverpoint Business Park are hereby approved as stated above.

Passed this 26th day of August, 2019.

AYES: 5
NAYS: 0


George Tourville, Mayor

ATTEST:


Joseph Lynch, Interim Deputy Clerk

2/23/08

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 08-39

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN FOR A THREE (3) LOT SUBDIVISION AND A FIVE (5)
BUILDING 470,620 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT

CASE NO. 07-33PUD
(United Properties)

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property by Inverwood Business Park, LLC (hereinafter the Developer and/or Owner) legally described as;

SEE EXHIBIT A
(hereinafter the Property)

WHEREAS, the City Council adopted Ordinance #1150 on May 29, 2007 that enacted regulations for a new zoning district entitled Industrial Office Park District;

WHEREAS, the Developer/Owner has made application as the developer of the proposed project and the owner of the Property;

WHEREAS, the subject property shall be governed by and the uses allowed shall be consistent with the Industrial Office Park District zoning regulations;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT, the Preliminary Plat and Preliminary PUD development plan for a three (3) lot and a five (5) building 470,620 square foot office/warehouse development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall substantially conform with the Preliminary Site Plan attached to this Resolution (hereafter Site Plan), subject to the approval of the Plans set forth below, modifications thereto and plans listed below to be filed(**), by the City's Engineering and Planning Departments to assure compliance and consistency with the Site Plan and applicable City and other regulations and ordinances, and all subject to modifications as set forth by the conditions in this Resolution.

Preliminary Plat	dated 9/6/07
Preliminary Overall Civil Site Plan	dated **
Preliminary Civil Site Plan (West)	dated **
Preliminary Civil Site Plan (East)	dated **
Preliminary Grading and Drainage Plan	dated 9/6/07
Preliminary Grading and Drainage Plan (West)	dated 9/6/07
Preliminary Grading and Drainage Plan (East)	dated 9/6/07
Preliminary Overall Utility Plan	dated 9/6/07
Preliminary Utility Plan (West)	dated 9/6/07
Preliminary Utility Plan (East)	dated 9/6/07
Preliminary Landscape Plan	dated 9/6/07
Preliminary Landscape Plan (West)	dated 9/6/07
Preliminary Landscape Plan (East)	dated 9/6/07
Preliminary Tree Inventory and Preservation Plan	dated 9/6/07
Stormwater Pollution Prevention Plan	dated 9/6/07
Survey of Right-of-way Vacation	dated 4/23/07
Building Elevations	dated 6/18/07

2. Lots 1 and 3 shown on the preliminary plat shall be outlots on the final plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. The ownership of all of the natural area/open space shall be privately owned by the property owner.
6. The City may install a pedestrian/biking trail along the south-side of Courthouse Boulevard Court (hereinafter Trail Improvement) within one year of the issuance of certificates of occupancy for the first 200,000 square feet of the Project. The location, size and design of the Trail Improvement shall be within the discretion of the City. In the event such Trail Improvement is installed, the Developer agrees that the cost of the Trail Improvement shall be specially assessed against the Property in equal installments over 10 years. The interest shall be the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents presented by the City to waive its rights to a hearing and appeal or any other challenge to the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Trail Improvements shall be no greater than \$ 175,000.

7. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to City approval.
8. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
9. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
10. All plans shall be subject to the review and approval of the Fire Marshal.
11. The approval of the preliminary Plat is subject to the review and comment from MnDOT.
12. The utility plans shall be modified to reflect; 1) the location of the western trunk water main crossing under Hwy 55 being shifted to the east, 2) the trunk water main traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway), 3) the trunk sanitary sewer traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway).
13. The preliminary plans shall be modified to address all four (4) issues listed in the Emmons and Olivier report dated September 13, 2007.
14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Lots 1-3, Block 1 shall be responsible for the maintenance of storm water improvements on such lots and other lots on the south-side of Courthouse Boulevard Court used for wetland mitigation, storm water or water retention purpose.

The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional Basins	East and West ends	City of IGH

Infiltration/ Bio-retention Basins	Throughout Project	Landowner/Developer
Wetland Mitigation	Throughout Project	Landowner/Developer
Rain Gardens	Throughout Project	Landowner/Developer

15. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of Lots 1-3, Block 1 shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Lots 1-3, Block 1. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of landowner. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.
17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City the following plat connection fees:

IGH Code Provision	Type of Fee	Amount of Fee
1010.03, Subd. 5	Plat Connection Fee Water Utility System	\$ 48,292.40
1010.03, Subd. 6	Plat Connection Fee Sanitary Sewer Utility System	\$ 73,743.80
1010.03, Subd. 7	Plat Connection Fee Storm Water Sewer Utility System	\$ 357,036.45

In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

18. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	City Council
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council

19. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
20. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
21. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
22. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.
 - Waivers of Assessment Appeals
23. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

24. At least 33 parking stalls shall be required to be constructed of pervious pavement based on 620 parking stalls being constructed. The balance of the 121 proof of parking stalls are required to be constructed of pervious pavement.
25. The landscape plan shall be modified to relocate the boulevard row of trees to meet the required five foot setback from the front property line.
26. Right turn lanes shall be constructed for all three entries into the site from Courthouse Boulevard Court. The City shall construct the right turn lanes as a special assessment project and shall use its best efforts to complete the work in 2008 and shall assess 100% of the cost to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the turn lanes shall be subject to the recommendation of the Director of Public Works.
27. The Developer and Owner shall be responsible for the financial obligation to complete a right turn lane for southbound traffic on Barnes Avenue at Courthouse Boulevard Court. The right turn lane shall be constructed by the City which shall use its best efforts to complete the same in 2008 as a special assessment project with 100% of the cost assessed against the Owner and the Property. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the right turn lane will be subject to the recommendation of the of the Director of Public Works.

28. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department. The City shall post a "local traffic only" sign in the vicinity of the Courthouse Boulevard Court/Annalisa Path intersection and at the Ann Marie Trail/Hwy 3 intersection. The Developer shall be responsible for the cost of the two City posted signs.
29. Between the hours of 8:00 p.m. and 7:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
30. Between the hours of 8:00 p.m. and 7:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
31. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
32. The City complete the street restoration to a 9-ton spring loaded rating (consisting of a two inch bituminous overlay with necessary subgrade repairs) of Courthouse Boulevard Court from the general area West of Barnes Avenue where restoration ended, to the cul-de-sac as a special assessment project with 100% of the cost being assessed to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or

causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the street restoration shall be subject to the recommendation of the Director of Public Works and the work will be done in conjunction with the right turn lanes described in paragraph 26.

33. At the time the City signs the plat, the Owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees (excluding any legal fees and cost incurred by the City in connection with the litigation and settlement of the action brought by the Developer in connection with the Project) that have been incurred up to the date the City signs the final plat, and the Owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time of final plat application, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review and natural resource inventory as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the Owner's applications.
34. No over the road trucking or shipping operations and no truck terminals shall be allowed to operate from the property.
35. Approval of the Preliminary Plat and PUD Development Plans shall be subject to the conditions and recommendations listed in the Traffic Report prepared by SRF dated November 6, 2007. In addition, traffic control and geometric improvements may be made to the site in accordance with the following:
 - (a) Geometric Intersection Improvements. The City shall commission a traffic study as soon as possible, by SRF or another qualified traffic engineer, which study shall be limited to a determination of what, if any, additional roadway or

geometric improvements are needed to the intersection of Barnes Avenue and Courthouse Boulevard Court (hereinafter the "Intersection") to accommodate semi and other truck turning movements projected to be generated by the Project as approved under the Amended Application (Initial Traffic Study). The Developer shall pay the cost of the Initial Traffic Study, within 30 days of billing by the City.

In the event the Initial Traffic Study finds that additional road or geometric improvements are necessary (Physical Intersection Improvements), the City shall cause the Physical Intersection Improvements to be made with all of the costs related to the Physical Intersection Improvements assessed against the Property as a special assessment under Minn. Stat. Chpt. 429, payable over 10 years with interest at the rate then being charged by the City for similar assessment projects at the time of the assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to the requirements of Minn. Stat. § 462.3531, the estimated cost of the Physical Intersection Improvements shall be no greater than \$100,000. The Physical Intersection Improvements shall be installed within a reasonable time after the City's approval of the Project and the completion of the Initial Traffic Study.

(b) Traffic Control Improvements. When 200,000 square feet of the Project's floor space has been built and issued certificates of occupancy, the City may conduct a traffic count in the area along Courthouse Boulevard Court between the Intersection and the access points to the Project. If the traffic count shows at least 10% more traffic in either the a.m. or p.m. trips than had been projected by SRF in its November 6, 2007 traffic study for the Project, then the City may commission a traffic study by a qualified traffic engineer to determine if additional traffic control devices are warranted at the Intersection as the result of the traffic generated by the Project and as projected to be generated by the Project. (Second Traffic Study) The City shall pay the cost of the Second Traffic Study, subject to the Developer paying the cost through an assessment as set forth, below.

In the event that the Second Traffic Study recommends that additional traffic controls are needed at the Intersection (Traffic Control Improvements) and the Second Traffic Study finds that without the Traffic Control Improvements the Intersection's Level of Service (hereinafter LOS) will decline by at least one grade, the Traffic Control Improvements meet the applicable Warrants under the Minnesota Manual on Uniform Traffic Control Devices and Dakota County approves the installation of the Traffic Control Improvements, the City shall install the same. The cost of the Traffic Control Improvements shall be specially assessed against the Property in equal installments over 10 years with interest at

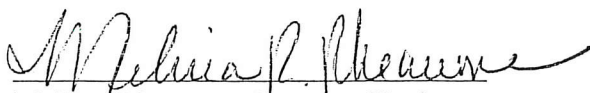
the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Traffic Control Improvements shall be no greater than \$ 400,000. The Traffic Control Improvements shall be installed within a reasonable time following completion of the Second Traffic Study. In the event Traffic Control Improvements are installed, the cost of the Second Traffic Study shall be included in the assessment against the Property.

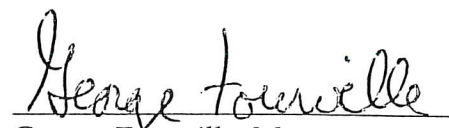
36. The design of the three entrance/exit driveways on the site shall be modified to be consistent with the design prepared by SRF entitled DRIVEWAY CONCEPT TO RESTRICT RIGHT-TURNING TRUCK TRAFFIC, dated 11-06-07. Final design of the driveways shall be approved by the Director of Public Works and reflected on the final plans.
37. The Developer shall make all applications for such other permits and approvals as are necessary for the Project including, without limitation, application for final plat approval, applications for approval of a wetland replacement plan under the Minnesota Wetland Conservation Act (hereinafter WCA Wetland Replacement Plan) county approvals for Physical Intersection or Traffic Control Improvements, building and other necessary permit applications. The City shall process all applications in good faith and in accordance with its ordinary procedures. The City agrees that it will review the WCA Wetland Replacement Application under applicable regulations and ordinances and shall approve the same if it is compliant with all applicable criteria in the WCA and City Ordinances.

Passed this 25th day of February, 2008.

AYES: 5
NAYS: 0

ATTEST:


Melissa Rheume, Deputy Clerk


George Tourville, Mayor

**PRELIMINARY PLAT
FINAL PLAT
PUD AMENDMENT**

**INVERPOINT BUSINESS PARK
INVER GROVE HEIGHTS, MINNESOTA**

April 17, 2020

United Properties seeks to develop Phase I of the 45-acre, previously master-planned five building InverPointe Business Park. Phase I will be constructed as an 80,000 SF, 24' clear building and is intended for a build-to-suit for a specific tenant. The building has been designed with proportionate parking, ponding, and road infrastructure based on the previous masterplan and generally has a slightly smaller footprint and parking need. The construction of Phase I will include the drive entrance at the southeast corner of the site which leads into the remaining future development areas, and United Properties believes this will spark additional development activity within the park. United Properties has owned the land since 2008 and believes that the development of Phase I will prove to the market that the site is ready for development and will therefore generate significant tenant interest in the site. While we are not able to name the tenant for Phase I at this time, the tenant is a world-leader in residential and commercial structural product manufacturing. United Properties, alongside the tenant for Phase I, are extremely excited about the project and the tenant's expansion & relocation from a nearby community into Inver Grove Heights.

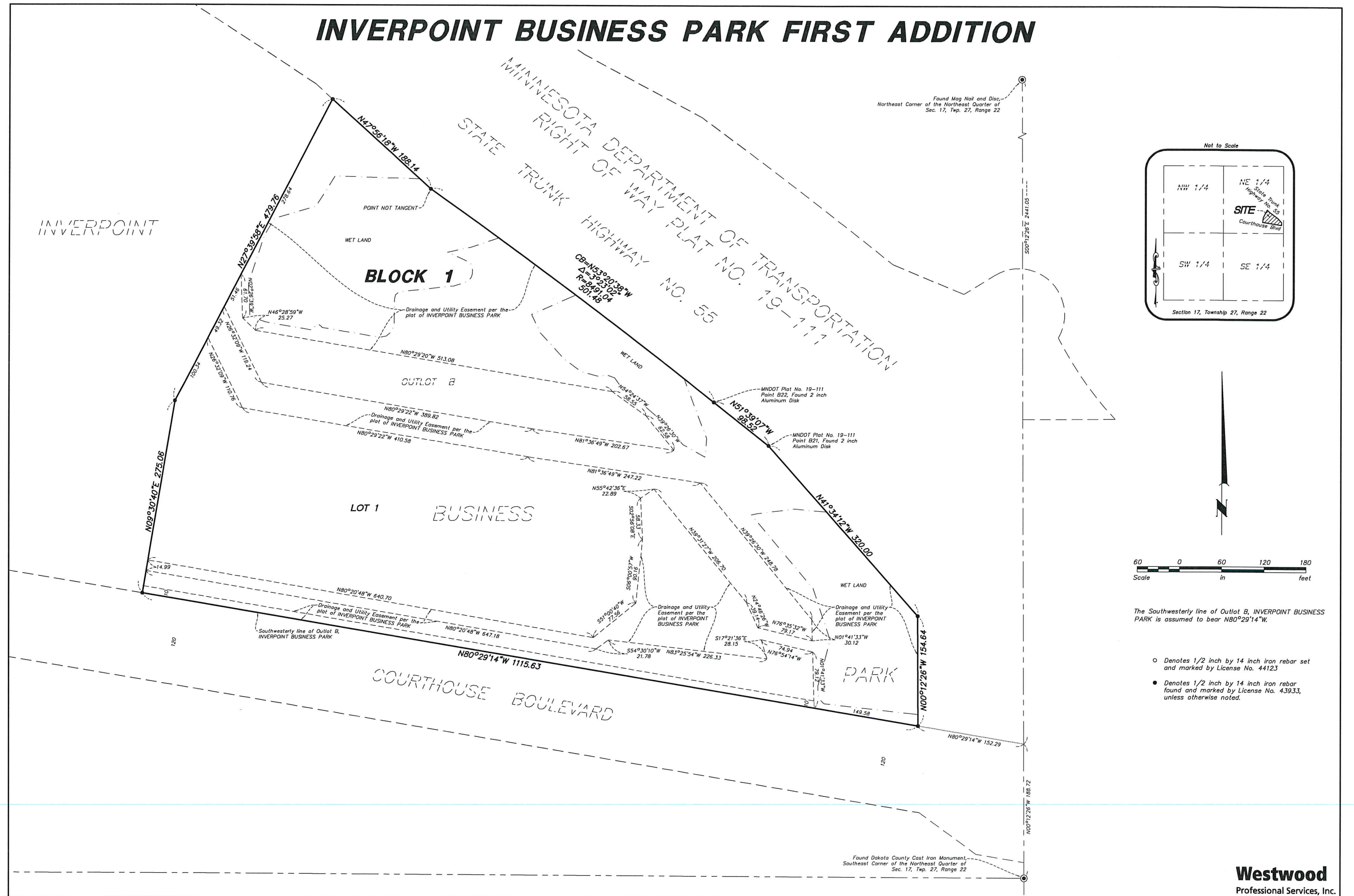
It is United Properties' intent to create a business park where all buildings will have a similar, modern aesthetic with attractive site lines from Highway 55 and Courthouse Boulevard. The proposed architecture includes precast concrete wall panels that are "faced form side out" for a smooth, modern, high-tech look and the design incorporates a healthy amount of glass for both tenant natural light and exterior design satisfaction. The building entrances are offset with raised parapets to break up long wall spans. The exterior is designed to have changes in color to add visual interest while the canopies give a sense of pedestrian scale around the primary entrances. United Properties believes that InverPointe Business Park will be a premier, Class-A business park in the Twin Cities southeast metropolitan area, and is excited to kickoff the business park this spring.

CONDITIONAL USE PERMIT – MANUFACTURING USE

INVERPOINT BUSINESS PARK INVER GROVE HEIGHTS, MINNESOTA April 17, 2020

United Properties seeks to develop phase one of the 45-acre, five building InverPointe Business Park. Phase I will be constructed as an 80,000 SF, 24' clear building and is intended for a build-to-suit for a specific tenant. While we are not able to name the tenant at this time, the tenant is a globally operated manufacturer of structural products, such as frames, fasteners, and other products that strengthen concrete and masonry for the commercial and residential construction industry. The company operates in roughly 50 locations throughout the world, with a majority of its operations in the United States. The tenant currently occupies space in a nearby community and will be relocating and expanding into this building in Inver Grove Heights. The exact square footage breakdown of office, manufacturing, and warehouse space are still being determined; but approximately 15% of the building will be used for the manufacturing of these products, while the rest of the space will be designed for office and warehouse/storage use. We are requesting a conditional use permit to allow for manufacturing within the proposed building, as manufacturing plays a key role to the tenant's business.

INVERPOINT BUSINESS PARK FIRST ADDITION



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Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

General Site Notes

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES MINNETONKA, MINNESOTA, 2008.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.
- DEVELOPER TO POST INTERNAL TRUCK TURNING INSTRUCTION SIGNS PER CONDITION #28 OF PUD APPROVAL.

Site Development Summary

- EXISTING ZONING: PUD - PLANNED UNIT DEVELOPMENT
- EXISTING PARCEL DESCRIPTION: OUTLOT B, INVERPOINT BUSINESS PARK, DAKOTA COUNTY, MINNESOTA.
- PROPOSED PARCEL DESCRIPTION: LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK FIRST ADDITION, DAKOTA COUNTY, MINNESOTA.
- PROPERTY AREA: 511,788 SF (11.75 AC)
- PERVIOUS SURFACE: 281,398 SF (55.0%)
- IMPERVIOUS SURFACE(RATIO): 230,390 SF (45.0%)
- BUILDING GROSS SIZE: 80,000 SF
- FLOOR-AREA-RATIO(FAR): 0.16
- BUILDING SETBACK PER CODE: 96'-FRONT
30'-SIDE / 30'-SIDE TO ROW
30'-REAR
- PARKING SETBACK: 20'-FRONT AND ROW
5'-SIDE AND REAR
- PARKING SPACE/DRIVE AISLE: 9' WIDE X 18' LONG, 24' AISLE
- PARKING REQUIREMENTS FOR BUILDING 1 PER APPROVED INVERPOINT BUSINESS PARK SITE IMPROVEMENT PLANS (2008)
MAX. REQUIRED: 149 STALLS
MIN. REQUIRED: 112 STALLS
- PARKING PROVIDED: 112 STALLS
- PROPOSED PARKING PROVIDED: 50 STALLS
- TOTAL PARKING PROVIDED: 172 STALLS

Site Legend

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	STANDARD DUTY BITUMINOUS PAVEMENT
---	---	PERVIOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

Site Details

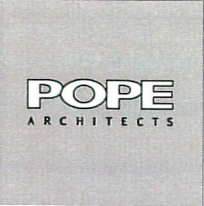
- B612 CURB & GUTTER
- FLUSH CONCRETE CURB & GUTTER
- RIBBON CURB
- ACCESSIBLE PARKING LOGO, STRIPING, & SIGNAGE
- PAINTED STOP BAR & STOP SIGN POST BASE
- STANDARD DUTY BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE APRON
- CONCRETE HEAVY DUTY PAVEMENT

Site Notes

- A 4" DOUBLE YELLOW LANE STRIPE (TYP.)
- B MATCH EXISTING PAVEMENT
- C CURB TRANSITION TO FLUSH
- D MONUMENT SIGN
- E LOADING DOCKS
- F REMOVE EXISTING GRAVEL

Sign Legend

REFERENCE	SIZE	MNDOT DESIGNATION
S.1 STOP SIGN	30" X 30"	R1-1
S.2 HANDICAP ACCESSIBLE	12" X 18"	R7-BM
S.3 NO RIGHT TURN	24" X 24"	R3-1



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ST. PAUL, MN 55108-5118
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FAX (651) 642-1101



UNITED PROPERTIES



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R.J. Ryan Construction, Inc.
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Mendota Heights, MN 55120
Ph: (651) 681-0200 Fax: (651) 681-0235

INVERPOINT BUSINESS CENTER

IVER GROVE HEIGHTS, MN

Revisions
01: 03/31/2020 - Response to City Comments

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

DAVID T. BAHR
Date: 03/31/2020 License No. 111111

Design:
Check:
Draw:
Record Drawing by/Date:

SITE PLAN

Date: 03/09/2020 Sheet: C300

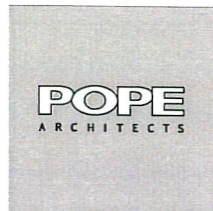
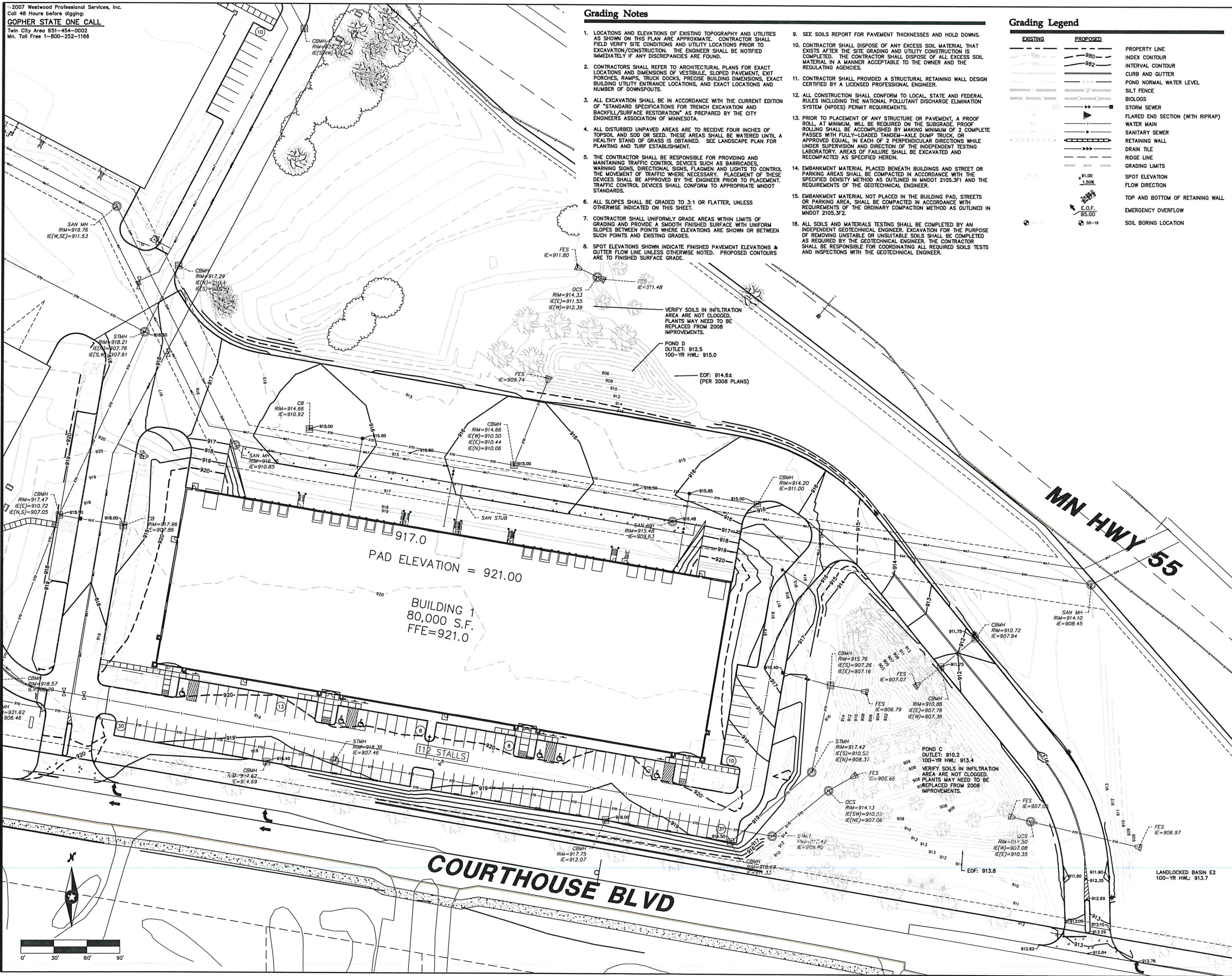
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Grading Notes

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
3. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
4. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOO OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
6. ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
7. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
8. SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
9. SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
10. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
11. CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TAND-AXLE DUMP TRUCK, OR APPROVED EQUIV. IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RECOMPACTED AS SPECIFIED HEREIN.
14. EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
15. EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
16. ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

Grading Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION



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INVERPOINT BUSINESS CENTER

INVER GROVE HEIGHTS, MINN.

Revisions

01: 03/21/2020 - Response to City Comments

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

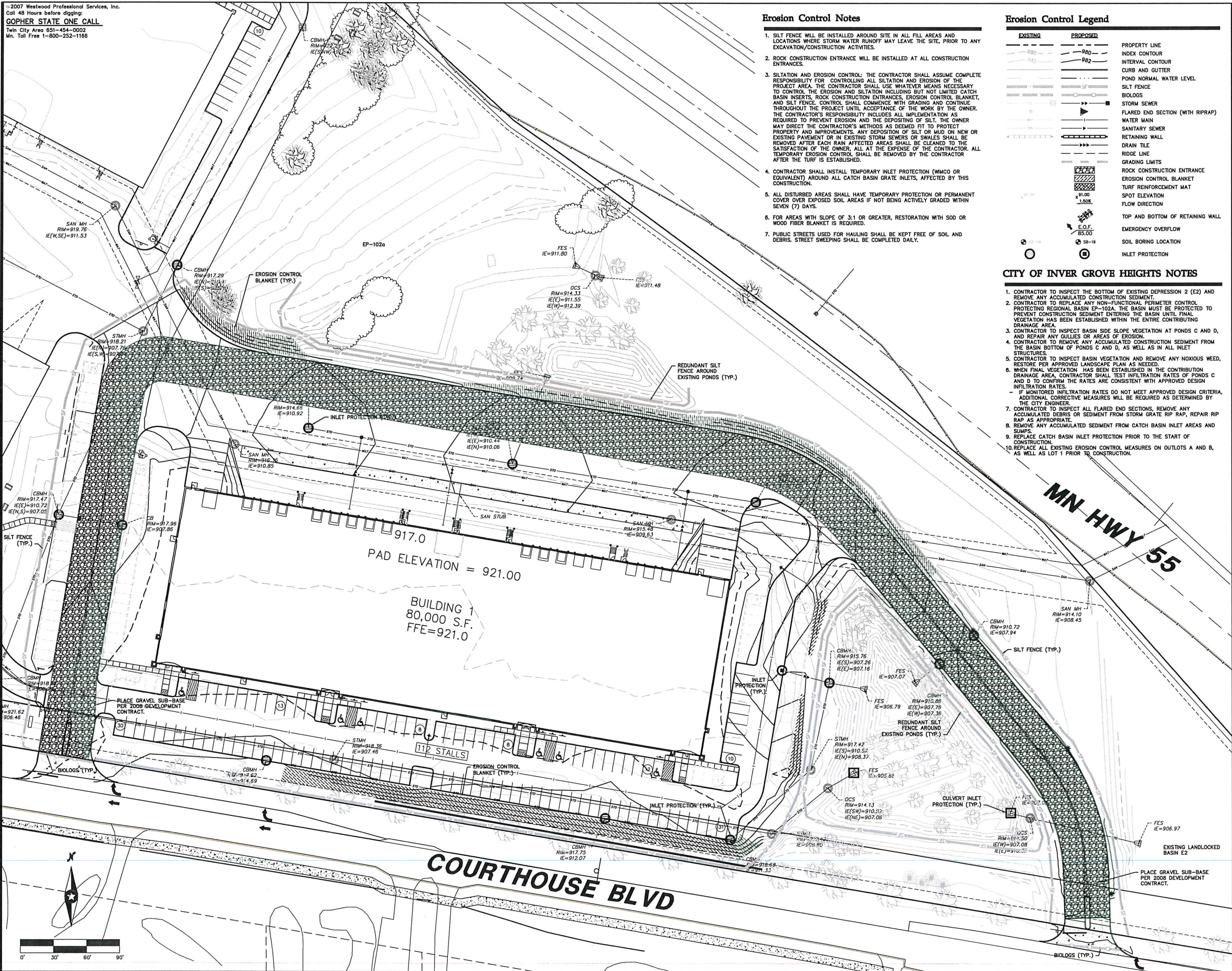
DAVID T. BAHR
Date: 03/09/2020 License No.

Design: _____
Check: _____
Drawn: _____
Record Drawing by/Date: _____

GRADING PLAN

Date: 03/09/2020 Sheet: C400

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Erosion Control Notes

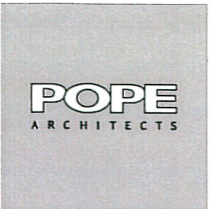
1. SILT FENCE WILL BE INSTALLED AROUND SITE IN ALL FILL AREAS AND LOCATIONS WHERE STORM WATER RUNOFF MAY LEAVE THE SITE, PRIOR TO ANY EXCAVATION/CONSTRUCTION ACTIVITIES.
2. ROCK CONSTRUCTION ENTRANCE WILL BE INSTALLED AT ALL CONSTRUCTION ENTRANCES.
3. SILTATION AND EROSION CONTROL: THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED CATCH BASIN INSERTS, ROCK CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. CONTROL SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
4. CONTRACTOR SHALL INSTALL TEMPORARY INLET PROTECTION (WMCO OR EQUIVALENT) AROUND ALL CATCH BASIN GRATE INLETS, AFFECTED BY THIS CONSTRUCTION.
5. ALL DISTURBED AREAS SHALL HAVE TEMPORARY PROTECTION OR PERMANENT COVER OVER EXPOSED SOIL AREAS IF NOT BEING ACTIVELY GRADED WITHIN SEVEN (7) DAYS.
6. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR WOOD FIBER BLANKET IS REQUIRED.
7. PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE COMPLETED DAILY.

Erosion Control Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

CITY OF INVER GROVE HEIGHTS NOTES

1. CONTRACTOR TO INSPECT THE BOTTOM OF EXISTING DEPRESSION 2 (E2) AND REMOVE ANY ACCUMULATED CONSTRUCTION SEDIMENT.
2. CONTRACTOR TO REPLACE ANY NON-FUNCTIONAL PERIMETER CONTROL PROTECTING REGIONAL BASIN EP-102A. THE BASIN MUST BE PROTECTED TO PREVENT CONSTRUCTION SEDIMENT ENTERING THE BASIN UNTIL FINAL VEGETATION HAS BEEN ESTABLISHED WITHIN THE ENTIRE CONTRIBUTING DRAINAGE AREA.
3. CONTRACTOR TO INSPECT BASIN SIDE SLOPE VEGETATION AT PONDS C AND D, AND REPAIR ANY GULLIES OR AREAS OF EROSION.
4. CONTRACTOR TO REMOVE ANY ACCUMULATED CONSTRUCTION SEDIMENT FROM THE BASIN BOTTOM OF PONDS C AND D, AS WELL AS IN ALL INLET STRUCTURES.
5. CONTRACTOR TO INSPECT BASIN VEGETATION AND REMOVE ANY NOXIOUS WEED. RESTORE PER APPROVED LANDSCAPE PLAN AS NEEDED.
6. WHEN FINAL VEGETATION HAS BEEN ESTABLISHED IN THE CONTRIBUTING DRAINAGE AREA, CONTRACTOR SHALL TEST INFILTRATION RATES OF PONDS C AND D TO CONFIRM THE RATES ARE CONSISTENT WITH APPROVED DESIGN.
 - IF MONITORED INFILTRATION RATES DO NOT MEET APPROVED DESIGN CRITERIA, ADDITIONAL CORRECTIVE MEASURES WILL BE REQUIRED AS DETERMINED BY THE CITY ENGINEER.
7. CONTRACTOR TO INSPECT ALL FLARED END SECTIONS. REMOVE ANY ACCUMULATED DEBRIS OR SEDIMENT FROM STORM GRATE RIP RAP, REPAIR RIP RAP AS APPROPRIATE.
8. REMOVE ANY ACCUMULATED SEDIMENT FROM CATCH BASIN INLET AREAS AND SUMPS.
9. REPLACE CATCH BASIN INLET PROTECTION PRIOR TO THE START OF CONSTRUCTION.
10. REPLACE ALL EXISTING EROSION CONTROL MEASURES ON OUTLOTS A AND B, AS WELL AS LOT 1 PRIOR TO CONSTRUCTION.



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**INVERPOINT
BUSINESS
CENTER**
INVER GROVE HEIGHTS, MINN.

Revisions:
01: 03/21/2020 - Response to City Comments

DAVID T. BADE
Date: 03/31/2020 License No. _____
Designed: _____
Checked: _____
Drawn: _____
Record/Designing: JRM/ML

**EROSION
CONTROL PLAN**

Date: 03/09/2020 Sheet: C500

General Utility Notes

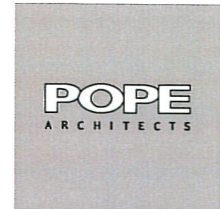
1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN INSTALLATIONS SHALL BE PER MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER OR STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
12. ALL WATER LINES SHALL BE DUCTILE IRON WRAPPED IN POLYETHYLENE, CLASS 52 WITH 7.5' MINIMUM COVER. PROVIDE MINIMUM SEPARATION OF 18" FROM SANITARY SEWER & STORM SEWER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER.
13. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
14. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF BUILDING AND UNDER FOOTINGS, PIPE SHALL BE PVC SCHEDULE 40.
15. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED) WITH R-4 GASKETS, OR HDPE STORM SEWER PIPE IF ALLOWED BY THE CITY. HDPE STORM PIPE SHALL MEET REQUIREMENTS OF ASTM F2848. PIPE SHALL BE WATER TIGHT ACCORDING TO ASTM D3212 REQUIREMENTS. SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED. PVC STORM SEWER PIPE SHALL BE SCHEDULE 40 PIPE. FLARED END SECTIONS SHALL BE RCP WITH TRASH GUARDS & RIP-RAP.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCV52 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.

Utility Legend

EXISTING	PROPOSED	PROPERTY LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIPRAP)
---	---	LIGHT POLE
---	---	VERTICAL UTILITY SEPARATION

STORM SEWER CASTING SCHEDULE

NUMBER	STRUCTURE	TYPE	DIA.	CASTING TYPE
1	12" STUB	12" STUB	12"	12" STUB
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1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-9118
PH: (651) 642-9200
FAX: (651) 642-1101



UNITED PROPERTIES



Commercial Design and Construction
R.J. Ryan Construction, Inc.
1100 Mendota Heights Road
Mendota Heights, MN 55120
PH: (651) 681-0200 Fax: (651) 681-0235

INVERPOINT BUSINESS CENTER

INVER GROVE HEIGHTS, MINN.

Revisions

01: 03/31/2020 - Response to City Comments

DAVID T. BADE
Date: 03/31/2020
Location: MN

Drawn:
Checked:
Described:
Record Drawing by Date:

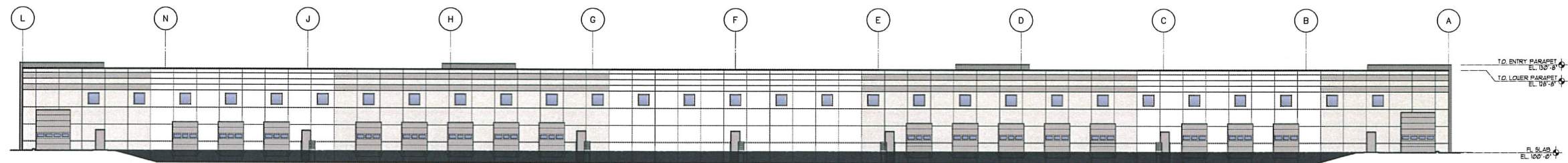
UTILITY PLAN

Date: 03/09/2020 Sheet: C600

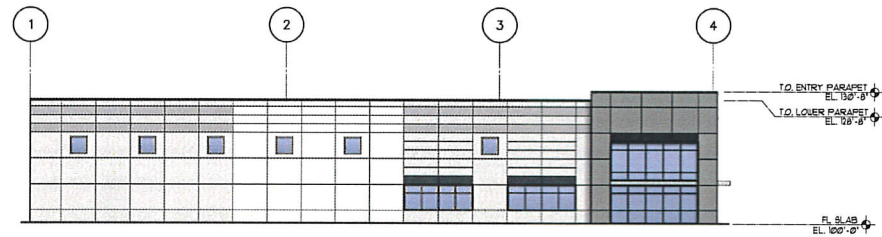
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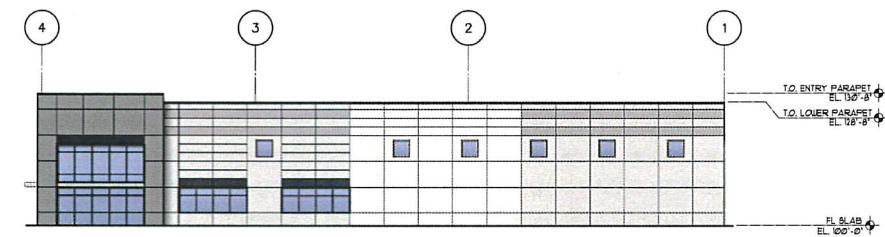
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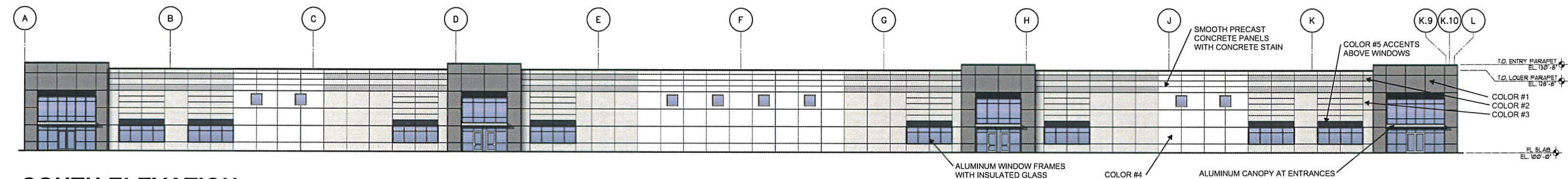
NORTH ELEVATION



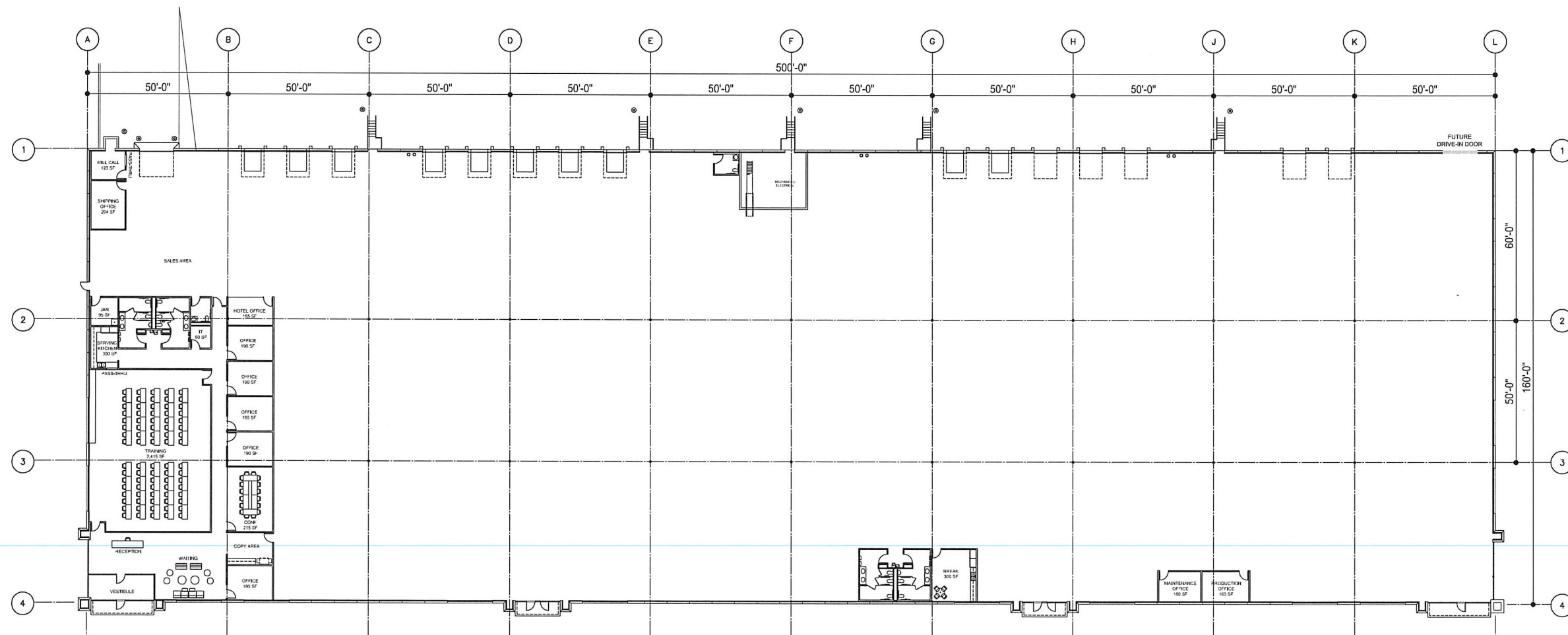
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



FLOOR PLAN

POPE
ARCHITECTS

1295 Bandana Blvd N #200,
St Paul, MN 55108
PH. (651) 642-9200



UNITED PROPERTIES
CREATING DEEP ROOTS



INVERPOINTE
BUSINESS PARK

BUILDING I
INVER GROVE HEIGHTS, MINN.

Issues and Revisions

Commission No. 75372-06193

Drawn by

Checked by

SHEET

A1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Special Assessment Deferral and a Subdivision and Special Assessment Agreement for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date:	April 27, 2020		Fiscal/FTE Impact:
Item Type:	Regular	☒	None
Contact:	Thomas J. Kaldunski, 651-450-2572	☐	Amount included in current budget
Prepared by:	Steve W. Dodge, Assistant City Engineer	☐	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☒	Other: Pavement Management Fund, Franchise Fee Funds, Storm Water Utility Fund, Sewer Fund, Water Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution approving a special assessment deferral and a subdivision and special assessment agreement for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

The City Council is asked to consider approving a special assessment deferral resolution and a subdivision and special assessment agreement for the property at 2727 64th Street East. The property is large enough to subdivide and the deferral resolution and subdivision special assessment agreement will ensure the property owner(s) contribute to the 2019-09D – 64th Street Area Improvements if the lot is subdivided and/or developed in the future. If the additional land is not subdivided or developed on after 30-years (the useful life of the improvement), the agreements expire. The agreements are recorded with the County and follow the property.

The resolution and agreement allow the \$10,667.78 special assessment for 2727 64th Street East existing homestead to be payable and due under the same terms as the neighborhood. The agreements allow for a second assessment in the amount \$10,667.78 to be deferred without interest accrual until the property is subdivided or developed. If the deferral ceases prior to 2050, the \$10,667.78 becomes due. At that time, the property owners can pay the assessment in full or allow it to be placed on County taxes for a 10-year term at 3.15% interest. If the deferral has not ceased by 2050, the deferred assessment expires and is no longer due.

The Engineering Division recommends approval of the resolution for special assessment deferral and approving a subdivision and special assessment agreement for City Project No. 2019-09D – 64th Street Area Improvements

SWD/kf

Attachment: Resolution
Agreement

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

RESOLUTION NO. _____

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY AUSTEN J. FRANKLIN AND ALLISON FRANKLIN**

WHEREAS, Austen J. Franklin and Allison Franklin, husband and wife, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 2727 64th Street E., Inver Grove Heights, MN 55076, and identified as Dakota County Property Tax Parcel Number 20-39750-01-020, and legally described in Exhibit A (the “Property”).

WHEREAS, the City of Inver Grove Heights (hereinafter referred to as the “City”) levied a \$21,335.56 principal special assessment against the Property for the benefit received from City Project No. 2019-09D – 64th Street Area Improvements (the “Project”).

WHEREAS, using the City’s special assessment methodology reflected in the City’s Project feasibility study, the City specially assessed the Property \$21,335.56 because the Property has the possibility to be subdivided and further improved.

WHEREAS, the City has determined to defer \$10,667.78 of the total principal special assessment of \$21,335.56 pursuant to the terms of the deferral described below.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of special assessments because a portion of the property that could be subdivided is not yet been improved.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

1. Upon due notice and after hearing on March 23, 2020, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the City’s Project No. 2019-09D – 64th Street Area Improvements, in the original principal amount of \$21,335.56 against benefited property, addressed as 2727 64th

Street E., Inver Grove Heights, MN 55076, and identified as Dakota County Property Tax Parcel Number 20-39750-01-020, and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the "Property").

2. Contemporaneous with the special assessment levy of \$21,335.56, the City Council does hereby defer payment of \$10,667.78 of the principal special assessment levy pursuant to the following terms and conditions:
 - a. The principal amount of \$10,667.78 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
 - b. The deferment shall cease upon the occurrence of any of the following events, whichever occurs first:
 - i. The Property is subdivided.
 - ii. The Property is platted.
3. If the deferment ceases in or before the year 2049, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest of 3.15%, the same rate in effect at the time of the deferment.
 - b. The principal amount previously deferred shall be payable in ten (10) equal annual installments.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over ten (10) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

Provided, however, if the deferment ceases in the years 2040 through 2049, then the principal amount (together with accrued interest) shall be paid over the number of annual installments equal to the calendar years that remain between and including the year 2050 and the year that followed the cessation of the deferment.

4. If the deferment has not ceased before the year 2050, the deferred principal amount shall be deemed cancelled and shall no longer be a lien against the Property.

Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

Passed this ____ day of _____, 2020.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, John Woodward Addition, Dakota County, Minnesota.

**SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
AUSTEN J. FRANKLIN AND ALLISON FRANKLIN
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2019-09D (64TH STREET AREA IMPROVEMENTS)**

**SUDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
AUSTEN J. FRANKLIN AND ALLISON FRANKLIN
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2019-09D (64TH STREET AREA IMPROVEMENTS)**

THIS SUDIVISION AND SPECIAL ASSESSMENT AGREEMENT BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND AUSTEN J. FRANKLIN AND ALLISON FRANKLIN RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2019-09D (64TH STREET AREA IMPROVEMENTS) (hereafter “Agreement”), made, entered into and effective this 27th day of April, 2020, by and between City of Inver Grove Heights, a Minnesota municipal corporation, (hereafter referred to as the “City”) and Austen J. Franklin and Allison Franklin, husband and wife, their heirs, assigns, and successors (hereafter individually and collectively referred to as “Owner”). Based on the covenants, agreements, warranties and representations hereafter contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. City of Inver Grove Heights (the “City”) is a Minnesota municipal corporation.

Recital No. 2. Owner owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 2727 64th Street E., Inver Grove Heights, MN 55076, and identified as Dakota County Property Tax Parcel Number 20-39750-01-020, and legally described in Exhibit A (the “Property”).

Recital No. 3. Owner’s home is located on the portion of the Property. Under the current zoning regulations, the size of the Property would allow the Property to be subdivided into two parcels; one parcel would contain the existing home and the other parcel could then consist of a buildable lot for another home.

Recital No. 4. Owner represents and warrants that they have fee title ownership of the Property.

Recital No. 5. The City has ordered and constructed City Project No. 2019-09D – 64th Street Area Improvements (the “Project”).

Recital No. 6. In determining the special assessments to be levied against the Property for the Project, the City has considered the Property in its highest and best use to be two buildable lots. The Owner, on the other hand, indicates that in the reasonably foreseeable future the Property will only contain one home, namely the existing home.

Recital No. 7. The City is willing to levy special assessments against the Property for the Project and contemporaneously defer the special assessment of one buildable unit, if the Owner waives its rights to special assessment notices, hearings, and if the Owner waives its special assessment appeal rights as provided herein.

Recital No. 8. Under Chapter 429 of the Minnesota Statutes, and more specifically Minn. Stat. § 429.061, the City has the authority to specially assess the costs of the Project against Owner's Property.

ARTICLE 2 **DEFINITIONS**

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

- 2.1** City. "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.
- 2.2** City Council. "City Council" means the Inver Grove Heights City Council.
- 2.3** Owner. "Owner" means Austen J. Franklin and Allison Franklin, husband and wife, their heirs, assigns, and successors.
- 2.4** Property. "Property" means that certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 2727 64th Street E., Inver Grove Heights, MN 55076, and identified as Dakota County Property Tax Parcel Number 20-39750-01-020, and legally described in Exhibit A to this Agreement.
- 2.5** Project. "Project" means City Project No. 2019-09D – 64th Street Area Improvements.

ARTICLE 3 **INCORPORATION OF RECITALS**

- 3.1** **Incorporation of Recitals.** The parties acknowledge and agree that the Recitals contained in Article 1 are true and correct and are hereby made an integral part of this Agreement.

ARTICLE 4 **CITY COVENANTS, RIGHTS, AND DUTIES**

- 4.1** **Special Assessment Levy.** The City agrees that the City shall specially assess the Property for the Project the principal amount of \$21,335.56. This assessment shall be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 3.15%.

4.2 Partial Special Assessment Deferral. The City also agrees that contemporaneous with the special assessment levy of \$21,335.56, the City shall defer payment of \$10,667.78 of the principal special assessment levy pursuant to the following terms and conditions:

- a. The principal amount of \$10,667.78 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
- b. The deferment shall cease upon the occurrence of any of the following events, whichever occurs first:
 - i. The Property is subdivided.
 - ii. The Property is platted.

If the deferment ceases in or before the year 2049, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

- c. The principal amount previously deferred shall begin to accrue interest at the same rate in effect at the time of deferment.
- d. The principal amount previously deferred shall be payable in ten (10) equal annual principal installments.
- e. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over ten (10) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

Provided, however, if the deferment ceases in the years 2040 through 2049, then the principal amount (together with accrued interest) shall be paid over the number of annual installments equal to the calendar years that remain between and including the year 2050 and the year that followed the cessation of the deferment.

If the deferment has not ceased before the year 2050, the deferred principal amount shall be deemed cancelled and shall no longer be a lien against the Property.

ARTICLE 5 **OWNER'S COVENANTS, RIGHTS, AND DUTIES**

5.1 Waiver of Notice, Hearing and Appeal of Special Assessment Levy. Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessments outlined in Section 4.1. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments outlined in Section 4.1. Owner waives any claim that the special assessments levied under Section 4.1 exceed the benefit to the Property. Owner waives any appeal rights relative to the special assessments outlined in Section 4.1 and otherwise available under Minn. Stat. § 429.081.

5.2 Waiver of Notice, Hearing and Appeal of Special Assessment Deferral. Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the

special assessment deferral outlined in Section 4.2. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments deferred as outlined in Section 4.2. Owner waives any claim that the special assessments levied and deferred under Section 4.2 exceed the benefit to as additional buildable lot created within the Property. Owner waives any appeal rights relative to the special assessments deferred as outlined in Section 4.2 and otherwise available under Minn. Stat. § 429.081.

5.3 Authority. Owner represents to the City that Owner has the rights, power, legal capacity, and authority to enter into and perform their obligations under this Agreement, and no approvals or consents of any person or other entities are necessary in connection with the authority of Owner to enter into and perform their obligations under this Agreement. Owner warrants that they are the owners in fee title to the Property.

ARTICLE 6

GENERAL PROVISIONS

6.1 Counterparts. This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

6.2 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

6.3 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

6.4 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

6.5 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supercede all prior oral or written negotiations.

6.6 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

6.7 Further Actions. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

6.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest. This Agreement shall run with the Property.

6.9 **Recording.** This Agreement may be recorded with the Dakota County Recorder.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

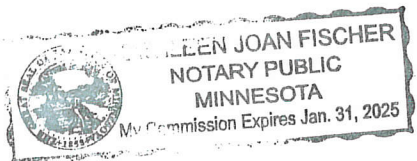
OWNER

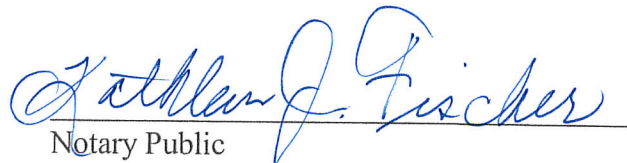

Austen J. Franklin


Allison Franklin

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 20th day of March, 2020, before me a Notary Public within and for said County, personally appeared Austen J. Franklin and Allison Franklin, 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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of 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

This Instrument Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 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
Telephone No. 651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, John Woodward Addition, Dakota County, Minnesota.