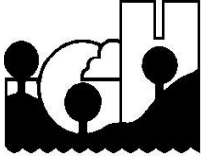




City of Inver Grove Heights
Remote Meeting via Zoom
City Council Special Meeting at 6 p.m.
May 11, 2020

A G E N D A

- A. Call to Order – Mayor Tourville
 - 1. Federal Fire Grant Discussion
- B. Adjourn



Inver Grove Heights City Council
Remote Meeting via Zoom
Monday, May 11, 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, May 11, 2020, will be provided to the Council at or before the May 11, 2020 meeting.
Phone Number to Reach Meeting: 651-450-2471

1. Call to Order

2. Roll Call

3. Presentations

Inver Glen Library Update

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 27, 2020 City Council Meeting.
- B.** Disbursements for Period Ending May 5, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Approve Grant Application to MN DEED for Host Community Grant Program funds.
- F.** Consider a Resolution approving a Conditional Use Permit to install a 58' antenna whereas 52.5' is the maximum height allowed in the Agricultural zoning district. This request is for the property located at 10583 Barnes Avenue. Dakota Electric.
- G.** Consider Approval of Agreement for Professional Services for the Grove Parking Lot Project.
- H.** Consider Approval of Contractor for VMCC/Grove Door Replacement Project.
- I.** Consider Approval of Contractor for VMCC/Grove Aquatic Controller Replacement Project.
- J.** Receive Proposals and Accept Quote for Fire Hydrant Reconditioning.
- K.** Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-04 - 68th Street Storm Sewer Outfall Repair.
- L.** Consider Resolution Approving of a Joint Powers Agreement (JPA) with Dakota County for Milling, Bituminous Overlay, and City Utility Repairs for City Project No. 2020-09F- Utility Improvements for 2020 County Mill and Overlay.

- M.** Consider Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Storm Water Grant Funding for City Project No. 2016-09G 60th Street, 62nd Street, and Bacon Avenue Improvements.
- N.** Consider Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Storm Water Grant Funding for City Project No. 2019-09D - 64th Street Area Improvements.
- O.** Consider Resolution Accepting Contract Amendment No. 1 for Additional Engineering Services from Bolton & Menk for City Project No. 2019-09D - 64th Street Area Improvements.

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.** 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.

7. Regular

Engineering

- A.** Consider Resolution Approving Special Assessment Deferment and a Subdivision and Special Assessment Agreement for City Project No. 2019-09D - 64th Street Area Improvements.
- B.** Consider Resolution Awarding Contract for City Project No. 2019-09D - 64th Street Area Improvements.
- C.** Consider Resolution Approving Land Acquisition Agreements related to City Project No. 2019-09D - 64th Street Area Improvements.
- D.** Consider Approving Change Order No. 1 and Change Order No. 2 for City Project No. 2019-09D - 64th Street Area Improvements
- E.** Consider Resolution Accepting Proposal for Geotechnical Services from American Engineering Testing, Inc. (AET) for City Project No. 2019-09D - 64th Street Area Improvements

Planning

- F. **KURT MCCLUNG;**** Consider a Resolution relating to a Preliminary Plat for a two-lot subdivision to be known as Lakeview Ridge, property located at 6180 Babcock Trail.

G. ALLIANT VENTURES III, LLC; Consider the following Resolutions for the property located at 9697 Inver Grove Trail.

- 1.) an **Ordinance** rezoning the property from E-1, Estate Residential District to R-1C, Single Family Residential District
- 2.) a **Preliminary Plat** for a 14-lot subdivision to be known as Inver Grove Trail.
- 3.) a **Variance** from minimum lot size and width standards.
- 4.) a **Variance** from front yard and side yard setbacks.
- 5.) a **Conditional Use Permit** to allow three lots to exceed the allowed impervious surface.

H. CAHILL STORAGE

- 1.) Consider Resolution Rescinding The Council Actions Of January 13, 2020 And January 27, 2020 Relating To Denial Of A Conditional Use Permit For A Mini-Storage Facility At 7855 Cahill Avenue And Relating To Denial Of The Conditional Use Permit For Impervious Surface To Exceed 25% Within The Shoreland Overlay District For Property At 7855 Cahill Avenue.
- 2.) Consider Resolution Approving A Conditional Use Permit for a Mini-Storage Facility and to Exceed 25% Impervious Surface Within the Shoreland Overlay District of Simley Lake.

8. Executive Session

- A.** Closed Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c) to develop or consider offers for the potential purchase of real property for park purposes in the Northwest Area.

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 27, 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 27, 2020, via Zoom Video Conferencing. Mayor Tourville called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present via Zoom Video Conferencing were: Mayor Tourville, Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney McCauley Nason, Emergency Management Director/Police Chief Chiodo, Fire Chief Thill, Finance Director Hove, Parks and Recreation Director Carlson, Community Development Director Rand, Public Works Director Thureen, IT Manager Gade, Assistant City Engineer Dodge, City Planner Hunting, and City Clerk Kiernan.

3. PRESENTATIONS:

COVID 19 Update - Emergency Management Director Melissa Chiodo

Emergency Management Director/Police Chief Melissa Chiodo updated the Council on Covid 19 in the State, County, and things they are working on. She stated the following statistics within the State of Minnesota:

- There have been 3,816 cases.
- 1,842 of those patients have recovered.
- There have been 286 fatalities in the State, 223 have been in long term care facilities.
- Currently there are 122 patients throughout the entire State in Intensive Care.
- 61,000 people in the State of Minnesota have been tested.
- The State has been testing approximately 2,500 people per day. Hoping by May 4th they will be testing 5,000 people per day. In three weeks, their goal is to be able to test 20,000 people per day in Minnesota.

Statistics in Dakota County:

- 144 cases in Dakota County.
- 89 of those patients have recovered.
- 48 are still active cases.
- 7 fatalities.
- There have been four congregate care facilities in Dakota County that have had exposures. One is located in Inver Grove Heights.
- Public Safety has been wearing masks and gloves when within six feet of people to abide by the recommendations of the CDC and the Minnesota Department of Health.

Things they are working on in Inver Grove Heights daily:

- The Police Chief, City Administrator, all Department Heads, City Clerk, IT, Communications, Human Resources, and Legal meet daily to discuss what is going on in the State of Minnesota, Dakota County, and Inver Grove Heights. They discuss what they can do as departments to take care of employees, citizens, and provide the best customer service they still can. They have had to come up with new ways to do things such as through email or regular mail and what they can do moving forward.

Emergency Management Director/Police Chief Chiodo stated the Governor continues to open things up. They have to look at what that means for the City and employees and how to transition back to

work safely and keep the community safe. It is suggested if employees can continue to work remotely, they continue to do so. She stated they are waiting to see what the Governor says about the Stay at Home Order for the State that expires on May 4th. The Emergency Declaration for Inver Grove Heights goes through the end of May which gives them time to determine how to bring employees back to work safely and what the new way of doing business may look like.

She stated as the Emergency Manager she meets twice a week with all Dakota County Police Chiefs and the Sheriff. Meetings are virtual with discussion about what they are noticing within their Cities, trends, and sharing questions. She stated she also has weekly meetings with the Department of Public Safety, which is the direct link into the Governor's office. The Emergency Managers of Dakota County have a report they do daily to see what they have for medical supplies and what is going on with cases.

Councilmember Dietrich stated she has had residents contact her about the Dog Park with surrounding communities having their dog parks open. She asked about having it be opened earlier. Police Chief Chiodo responded out of consistency, all facilities have been closed. She commented that people have also reached out to her about opening the dog park. She stated the concern has not been about the health of the dogs, but the people that use it. Those that have reached out have said they need the park open for people to socialize with each other. She stated the need to social distance, stay close to home, and ensure not putting others at risk when enjoying the outdoors. Those she spoke with stated it wasn't about their pets it was about socializing. She stated they have already tried opening a few areas and it was not successful.

Mayor Tourville stated there is additional information on the website. He stated the Governor's order goes until May 4th and the Cities order goes until May 31st. If things open sooner, the City would follow suit.

4. CONSENT AGENDA:

- A. i.** Minutes from the April 13, 2020 City Council Meeting.
- B.** Disbursements for Period Ending April 22, 2020. **Resolution 2020-69.**
- 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 2020-70** Accepting Proposal for Additional Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area from Barr Engineering.
- I.** Consider **Resolution 2020-71** 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 2020-72 and 2020-73** 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.

Councilmember Bartholomew requested pulling Agenda Item 4H from the Agenda for further discussion.

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 Resolution 2020-70 Accepting Proposal for Additional Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area from Barr Engineering.

Councilmember Bartholomew asked for further information on the costs, if it was cost shared, and with who. Public Works Director Scott Thureen responded with cost earlier modeling was done and additional work was requested from the DNR. There has been a lot of collaboration between Dakota County, the property owner, and the City, with staff time and involvement. Councilmember Bartholomew questioned who requested the additional modeling, if all stakeholders were requesting it, and if it should be a shared cost. Public Works Director Thureen responded staff felt it was appropriate the City cover this portion. There is no agreement associated with this particular cost.

Councilmember Bartholomew asked who the initial round of modeling was done by. Public Works Director Thureen responded I-State and the County were involved. Mayor Tourville asked if it was not to exceed \$4,500. Public Works Director Thureen responded that was correct.

Motion by Bartholomew second by Dietrich to approve Agenda Item 4H. Consider Resolution 2020-70 Accepting Proposal for Additional Stormwater Modeling for I-State Truck Center and Surrounding Drainage Area from Barr Engineering.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. Public Hearing to Consider Approval of additional business owner at Elevated Massage Business, 2898 Upper 55th Street, Suite B.

City Clerk Rebecca Kiernan stated that Dorina Costa has requested being a joint owner with Jennifer Miller in the Elevated Massage business. They are both in good standing, licensed in 2020, and decided to relocate into the one business. She stated Dorina is on the phone for questions. Recommendation is for approval.

Dorina Costa stated she wanted to be a self-employed affiliate/sub-contractor of the business.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:20PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve to Consider Approval of additional business owner at Elevated Massage Business, 2898 Upper 55th Street, Suite B.

Ayes: 5

Nays: 0 Motion carried.

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.

Public Works Director Thureen suggested this item be continued to May 11, 2020. The reasoning is there is a lot of public input involved and could be difficult to queue up callers for multiple hearings, this delays it a bit longer. Notification was sent out to property owners.

Assistant City Engineer Steve Dodge stated Item 7B should be addressed after the hearing on May 11th. Mayor Tourville stated Agenda Item 7B is a standalone item relating to this discussion and would also be addressed on May 11th.

Motion by Bartholomew second by Piekarski Krech for 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 to take place on May 11th.

City Attorney Bridget McCauley Nason wanted to clarify the Motion stating it is to continue the Public Hearing and continue consideration of the Resolution of adopting the final assessment role for Project 2016-09D-64th Street to the Council Meeting at 7:00 p.m. on Monday, May 11th in the City Council Chambers, by telephone, or other electronic means due to a health pandemic or other emergency. It is not prudent to meet in Council Chambers. Councilmember Bartholomew agreed that was his Motion.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 2020-74.

Assistant City Engineer Dodge stated since submitted, further support and objection letters have been presented to staff after the 23rd of April. Those were emailed to Council prior to the start of this meeting. He stated there have been no further objections since, but that would be verified at the end of the hearing. He posted objections to the project received after April 23rd on the screen for the Council to view and accept into record from the following addresses:

1911 60th Street: Thomas and Susan Juntunen (new)

1963 60th Street: Richard and Angela Cassidy (previous)

Emails supporting the project received after April 23rd:

2060 62nd Street: Gary and Barb Kasper

2088 62nd Street: Dave Watson

2201 62nd Street: Gina and Robert Bukovich

Assessment amount concerns:

2133 62nd Street: Ronald and Mary Minucci

6070 Bacon Avenue: John and Mary Sturner

2060 62nd Street: Gary and Barb Kasper

2181 62nd Street: Julie Heaver

Motion by Piekarski Krech second by Perry to accept the correspondence as a part of the record.

City Attorney McCauley Nason verified that the Motion reflected the information provided in the Council Member's packets as well as the new correspondence just provided by Assistant City Engineer Dodge. Councilmember Piekarski Krech responded that was correct.

Ayes: 5**Nays: 0 Motion carried.**

Assistant City Engineer Dodge began a presentation of the project stating this is for 60th Street, 62nd Street, and Bacon Avenue improvements (CP 2016-09G). This is a continued assessment hearing from March 23rd, 2020. Project overview is as follows:

- 60th and 62nd Streets, and Bacon Avenue are east of Babcock.
- Council received a valid Petition and orders a feasibility study on August 12, 2019.
- Scope of improvements include:
 - Full Urban Street Reconstruction with curb and gutter.
 - There will be driveway disturbances and apron replacements.
 - Sewer and water utility improvements.
 - Stormwater system and water quality improvements.

He displayed a diagram of the proposed improvements stating it would be a 28-foot road with parking on one side. It would be built with city standards and specifications, have a sand subbase, gravel, and pavement. There will be boulevard disturbance, restoration, and seeding. With a 28-foot street, per Fire Code, they need to have no parking on one side.

Assistant City Engineer Dodge listed the following general project improvements:

- Total approximately \$2.5 million dollars.
- \$1.7 million dollars of that is street improvements.
- \$350,000 is storm improvements.
- \$275,000 for sewer and water improvements.
- There is a temporary access route that is \$227,000.

He stated the project funding comes from the Pavement Management Fund in \$1,740,000.

Assessments cover \$547,000, and the sewer and Water Fund \$274,000 for a total amount of \$2,561,000.

Assistant City Engineer Dodge discussed the City Assessment Policy stating lots that have direct driveway access to the improvements are assessed. Single family lots are assessed per parcel, non-single family lots are assessed on a front footage basis. He stated a special benefit analysis was done by Metzen Appraisals, who has joined the call for this meeting. He stated the Appraiser has a recommendation on a special assessment cap.

He discussed the per policy amount using bids from the project stating competitive bids were received from seven bidders. The per policy amount would be over \$18,000. A special benefit analysis was done by Metzen Appraisals and provided an assessment cap of \$12,320 and is the number proposed. It ends up being 23.9% of the project. He stated Staff recommends a ten-year term with 3.15% interest per policy. Deferments are available for handicap, income, and Veterans.

He stated special to the project is residential access during construction. This involves a 3,100-foot-long dead end that goes all the way to Babcock Avenue and dead ends at Highway 52. In order to speed up the project and make sure they can construct due to the narrowness of the road, they had to provide another access for residents to get in and out of the area. This provides temporary residential access during working hours, Monday through Saturday. No construction trucks or activity will take place except during the building and maintaining of it. Once the project is complete it will go back to a 14-foot trail. He stated the park trail will be closed for the duration of the project, but there is an alternate route set up. Information about that will be signed and posted and has been worked out with the Park and Recreation Department.

Removals and boulevard disturbance were discussed with the following information:

- Boulevard tree removal.
- Storm sewer removal and realignment.
- Sanitary sewer replacement.
- Front yard grading.
- Invisible fence and irrigation systems (property owner to relocate prior to construction).

Mayor Tourville asked what type of curbing would be put in place. Assistant City Engineer Dodge responded it would be surmountable curb that can be driven over.

Assistant City Engineer Dodge listed the following schedule/next steps:

- Informational Meeting for Assessment Hearing: March 4, 2020.
- City Council continues Assessment Hearing (COVID-19): March 23, 2020.
- City Council Hosts Assessment Hearing Remotely: April 27, 2020.
- Award Project and Approve Agreements (Consent Agenda): TBD
- Construction Start (if authorized by Council): TBD
- End of Construction: Fall 2020.

Councilmember Piekarski Krech asked if that was the actual interest rate. Assistant City Engineer Dodge responded it is the interest rate depending on when the City launches a project for assessment. It is reviewed by the Finance Department, is the standard rate used, and varies depending on when it's bonded. He stated due to timing, this has been lower than past assessment rates.

Assistant City Engineer Dodge stated with Covid-19, they have received letters of concern asking if the Council can consider terms lower than 3.15%.

City Administrator Joe Lynch stated practice and policy is to set an interest rate that is at 2% over the bond interest rate to cover administrative, legal, and finance costs. Because this hasn't been bonded yet, the rate is unknown. Councilmember Perry commented if approved, it won't go up, but could go down. City Administrator Lynch responded there are no guarantees, but with where the market is at, the interest rate for borrowing would be below the 3.15%. Mayor Tourville stated they cannot go above an interest rate of 3.15%. City Administrator Lynch agreed. Public Works Director Thureen stated if the Council sets the interest rate within the Resolution that would be the rate. It would not go down.

Councilmember Piekarski Krech asked if the project could be ordered without doing the assessment hearing at this time. Public Works Director Thureen responded if people took the next step and served the City with an appeal, they would have to file with District Court. He stated standard practice several years ago would have been to do the feasibility study, have the Public Hearing, order the project, bid it, build it, then have the assessment hearing. Due to construction and right of way costs, they found it was more prudent in advance of awarding a contract.

Councilmember Piekarski Krech stated her concern is about tying into the interest rate and being unable to lower it later. Mayor Tourville agreed that it should be one of the items looked into further. Public Works Director Thureen clarified that the 3.15% is based on the rate that finance checked when the hearing process started. It is 1.15% with the 2% added to it. The Council has the ability to look at the 2% figure which is there to cover potential City costs. He stated that finance was looking at 10-year terms when looking at that percentage. If the term is changed, the base figure would change.

Mayor Tourville stated he would like to hear from people and look at the interest rate then. He would like to look at the interest rate, the term, and if there was any room to lower the assessment.

Councilmember Piekarski Krech stated she was concerned about extending the term and what that does to the interest rate. She asked if the Finance Director could investigate that while they wait to hear citizen comments. Councilmember Bartholomew stated the only place they could make a change would be with the 2%. He asked for clarification on the 2% of what the bond rate would be. City Administrator Lynch responded about the bonding cost and the interest rate charged, those are the variables they can consider. The rate that is chosen is the rate they will pay regardless of the rate they get on the bond. He stated the caution would be they do not know what that would be until they sell it. He commented the way things are today and the rates that are seen on bonds, they believe there is enough variability to be safe at something lower than the 3.15%.

Public Works Director Thureen stated in his last communication with Finance, if the term changed from 10 years to 15, the expectation of the base rate would increase. It could be from 2 to 2.15%.

Mayor Tourville stated some in the neighborhood do not want the project, some are asking for breaks due to Covid-19, and others are supportive of a new road. He suggested looking at a 1% decrease to 2.15%. He asked if there was any interest in looking at something more than 10, but between 15 years. He stated he was looking for a \$750.00 to \$1,000 decrease on the assessment of \$12,320. He stated with a caveat that what is done with this project will reflect to 64th Street directly. He stated they would like to move forward and help the neighborhood a little bit. Costs could be covered by lowering it to 2.15%, and instead of 15 years, going for 12 or 13 years. He stated there has been some emails about parking, they have to allow at least one side of parking where they can.

Councilmember Bartholomew asked if the assessment amounts that Mayor Tourville spoke of would allow them to stay within the 20%. Councilmember Piekarski Krech asked for clarification on the assessment dollar value. Assistant City Engineer Dodge responded the proposed assessment special benefit cap provided by the Appraiser is \$12,320. Staff reviewed what would happen if the assessment was reduced to \$11,310, it would be at 22%. He provided clarification on the terms and interest stating part of the concern was the amount of interest residents pay over time. The proposal by Staff is 3.15% over 10 years. The 2.15% over 15 years, for residences would be a similar total interest paid out. Councilmember Piekarski Krech stated she would go with 2% interest and not reduce the assessment.

City Administrator Lynch stated if going 15 years, the borrowing costs would be higher to the City. We might not be at 2.15%, it could be 2.5%, in which case you are charging less interest than you are borrowing at, which is the concern. This is on the term. Mayor Tourville stated it might be better dropping 1% and going to 2.15% and leaving it at 10 years. Councilmember Piekarski Krech suggested going to 10 years but leaving it at 2%. She felt going to 15 years could cost the City money.

Mayor Tourville stated they could lower the interest rate to 2% at 10 years and leave the assessment alone. Councilmember Piekarski Krech agreed. Councilmember Bartholomew asked about dropping the assessment as Assistant City Engineer Dodge proposed from \$12,320 to \$11,310. He asked how that affects State Aid. Public Works Director Thureen responded there is no State Aid funding associated with this project, there are no State Aid streets.

Councilmember Bartholomew stated if dropping to \$11,310, they are still within the 20% and could give more relief to the property owners without detriment to the 20% policy. Public Works Director Thureen responded that was correct. He stated whatever relief provided would come from the Pavement Management. There is another hearing in two weeks. Councilmember Bartholomew stated they have a commitment to the residents by increasing pavement management, other revenue has been identified going into that with the Franchise Fee and an increase going into the General Fund. He stated he felt it was appropriate to use some of those funds. He stated he thought they could get by with decreasing the amount to \$11,310 and still stay viable as long as they keep other projects above

the 20% as policy states. He commented the other funds should be tapped into for the pavement management.

Mayor Tourville stated they would drop from 23.9% to 22%. Councilmember Bartholomew agreed. Councilmember Piekarski Krech stated she was concerned because the assessed amounts are dropped and then there isn't enough money to do other projects. That results in getting behind on projects and using the money for other things. She stated drop the rate to 2% and have it at 10 years.

Councilmember Dietrich asked Public Works Director Thureen about the Franchise Fees and money that has been allocated to the pavement management plan. She asked if the pavement management plan has been fully funded yet. Public Works Director Thureen responded the Council directed all of the revenue from the Franchise Fees be directed toward pavement management. The estimate for this year is about \$1,035,000. Councilmember Dietrich stated the pavement management plan is still in deficit and there are other roads that need to be done. Public Works Director Thureen responded that was true. There is a large backlog of streets in need of major restoration. Councilmember Dietrich stated as the Assistant City Engineer indicated, if residents need to defer, and there are some benefits for others such as Veteran's, they should utilize those programs and move forward with this project as proposed.

Councilmember Bartholomew asked what the amount was that they increased from the General Fund to the Pavement Management Fund for 2020. Public Works Director Thureen responded the amount was \$500,000. Cumulatively it would be \$2.75 million approximately. Councilmember Bartholomew stated he was willing to go along with the rate for single family but recognize the amount of money coming from the General Fund to help this. He stated in this instance, there are a smaller number of properties, they can lower it just a little bit, and use some of the extra funds that are assigned to it. He stated he wanted everyone to be aware that there are extra funds going into this each year and they are building this fund up, at some point the residents have to benefit in that increase. Councilmember Piekarski Krech stated the residents on Dawn would like to say they are receiving this benefit now too. Councilmember Perry stated based off the numbers presented at a Work Session earlier this year, this is not too far above the 20%. They are getting a decrease in what they could potentially pay. She agreed with going with Staff's suggestion.

Mayor Tourville asked for a compromise on interest and drop from 3.15% to 2.15% and stay with the ten years. He commented that this is the second time around for the project area. They could make it an even \$12,000 and cover costs. Councilmember Piekarski Krech stated she could agree with that. Mayor Tourville restated the terms stating it would be 2.15%, \$12,000, and stay with the ten-year term. Councilmember Bartholomew stated he would support anything they could agree on as far as lowering the assessment.

Councilmember Dietrich asked what the potential pitfalls would be. Public Works Director Thureen responded they have heard from the neighborhood who has expressed they would like some help, this would be a minor adjustment, he doesn't see that as being a big deal overall.

Councilmember Piekarski Krech asked if anyone has called in as of yet. Assistant City Engineer Dodge responded there were no comments.

Assistant City Engineer Dodge noted that Staff was out at the utility box and there has been no additional correspondence received during the hearing.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 8:26PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech second by Bartholomew to go with an interest rate of 2.15%, a cap assessment of \$12,000, and keep with the ten year term for the Continuation of Assessment Hearing to Consider Resolution 2020-74 Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

City Attorney McCauley Nason restated that the Motion is to have the assessment amount be \$12,000, which is the final assessment for each of the residential properties. Property #44 is owned by the City of Inver Grove Heights and is assessed differently, and to clarify that is not what is intended from the Motion. Councilmember Piekarski Krech agreed.

Councilmember Bartholomew wanted to make sure that the objection policy is adhered to and anyone that wants to give an objection needs to have it in by the end of the electronic meeting. Public Works Director Thureen responded that was correct, objections would have to be received before the hearing is closed.

Ayes: 5
Nays: 0 Motion carried.

7. REGULAR AGENDA:

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. Resolution 2020-75.

b. A Resolution relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block 1, Inverpoint Business Park First Addition. Resolution 2020-76.

City Planner Allan Hunting stated United Properties has made application for the first Phase, an 80,000 square foot building, on the far east parcel with Barnes Avenue on the east, Courthouse Boulevard Court on the south, and Highway 55 on the north side. He stated Council approved the preliminary PUD for a five-building development in 2007. This is phase 1. He displayed the site plan and stated they would be constructing the eastern entrance point, a loop at the second, a middle entrance point, parking lot, and a majority of the grading. He stated all the plans are consistent with the preliminary PUD. The conditional use permit for manufacturing is a part of what they do. They have office, warehouse, and some assembly and manufacturing. He stated that manufacturing is a conditional use in the industrial office park district. Engineering has reviewed the plans and are ready to construct pending approval. The Planning Commission recommended unanimous approval of the final PUD. Staff recommends the plans as presented.

Councilmember Piekarski Krech asked if they had heard anything from the neighborhood. City Planner Hunting responded he had received one email inquiring about the timing of the trail on Courthouse Boulevard. The original conditions of approval said the City may construct a trail on the south side of Courthouse Boulevard once 200,000 square feet of building was occupied. The first phase does not trigger that. He stated that United would pay for the trail. There is not a plan to put that in at this time.

Mayor Tourville stated there are other trigger points for traffic and other items that would take place at the intersection of Barnes and Courthouse Boulevard. City Planner Hunting agreed. There were

triggers at 200,000 square feet, occupied, with traffic studies to look at the intersection to see if further improvements need to be made. Mayor Tourville asked when this would begin. City Planner Hunting responded the Applicant is available this evening either by phone or Zoom and is planning to get a Permit around May 8th and is ready to go.

Connor McCarthy with United Properties agreed with City Planner Hunting that they are planning to break ground in the springtime with May 8th as the goal. He thanked the City Council, City Planner Hunting, and Community Development Director Rand for helping them over the past couple of years with open discussions with the neighborhood and the submittal process. Everything they have done together has resulted in the first Phase. He stated they believe once they construct the first phase, they will see additional interest in the site for future phases.

Motion by Dietrich second by Piekarski Krech to approve United Properties: Consider the following Resolutions for the property located along Courthouse Boulevard, west of Barnes Avenue:

a. A Resolution 2020-75 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.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Perry to approve United Properties: Consider the following Resolutions for the property located along Courthouse Boulevard, west of Barnes Avenue:

b. A Resolution 2020-76 relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block 1, Inverpoint Business Park First Addition.

Ayes: 5

Nays: 0 Motion carried.

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.

Mayor Tourville stated this Agenda Item will be moved to May 11th and will follow Agenda Item 6B the continuation of the Assessment Hearing and the Special Assessments.

Motion by Perry second by Piekarski Krech to table this item to the May 11, 2020 City Council meeting.

Ayes: 5

Nays: 0 Motion carried.

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.

City Attorney McCauley Nason stated pursuant to Attorney-Client privilege to close the meeting for a discussion with Legal Counsel regarding a pending litigation matter of the City of Inver Grove Heights vs. GS Truck and Trailer Repair LLC and GS Transport Express LLC, Dakota County District Court File Number 19HA-CV-18-2111. She stated the meeting is being held Pursuant to Minn. Stat. § 13D.05, Subd. 3(b), pursuant to the Attorney-Client privilege. The closed meeting will be held telephonically on a separate conference call number. Once the Motion is voted on, they will commence immediately. She stated once the closed meetings portions are completed, there are no further items on the Agenda. She stated that is assuming they will have the Mayor and Council comments before heading into the closed session.

Motion by Piekarski Krech second by Perry to go into closed session on Agenda Item 8A. Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC, Dakota County District Court File No. 19HA-CV-18-2111.

Ayes: 5

Nays: 0 Motion carried.

B. Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the threat of imminent litigation concerning the application of Adams French Property, LLC for a Conditional Use Permit for property located at 7855 Cahill Avenue.

City Attorney McCauley Nason stated this is a closed session pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege to discuss 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 in Inver Grove Heights. She stated this closed session will also occur telephonically on a separate conference line. Once Council makes the Motion to move into closed session for both items with two separate Motions, the Council will need to disconnect from the public conference call number and call into the closed meeting conference call number.

Motion by Piekarski Krech second by Perry to go into closed session on Agenda Item 8B. Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the threat of imminent litigation concerning the application of Adams French Property, LLC for a Conditional Use Permit for property located at 7855 Cahill Avenue.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR AND COUNCIL COMMENTS:

Mayor Tourville stated the next update from the State will be on May 4th. Some people want the City to stay closed, some want it to be open, and some want the City to be more cautious than the State. He thanked and appreciated the Department Heads, Police Chief Chiodo's work as serving as the Emergency Operations Director, and Staff working from home, some of which were furloughed, some will be coming back as time goes on. He stated everything the City will do will be done in a safe manner. He stated the start would be with the Emergency EMS, Police, and Fire. The maintenance crews are out working with Staff going above and beyond. He stated to shop local and try to support local businesses.

10. ADJOURN:

The regular City Council meeting ended at 8:48 p.m.

Motion by Piekarski Krech second by Perry to adjourn the Executive Session at 10:27 p.m.

Minutes prepared by Recording Clerk Sheri Yourczek

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 11, 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 23, 2020 to May 5, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 5, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$510,800.01
Debt Service & Capital Projects	159,287.30
Enterprise & Internal Service	99,841.41
Escrows	24,269.88
Grand Total for All Funds	<u><u>\$794,198.60</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 23, 2020 to May 5, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2020-77

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 5, 2020**

WHEREAS, a list of disbursements for the period ending May 5, 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:

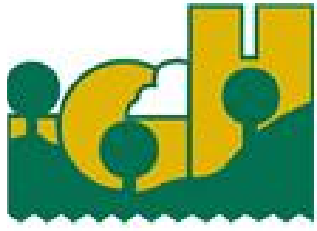
General & Special Revenue	\$510,800.01
Debt Service & Capital Projects	159,287.30
Enterprise & Internal Service	99,841.41
Escrows	24,269.88
Grand Total for All Funds	<u><u>\$794,198.60</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 04/23/2020 - 05/05/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACTIVE 911, INC.	IG2020-05	05/05/2020	City of IGH	101.42.4000.421.70502	64,710.00
AFSCME COUNCIL 5	INV0098771	04/24/2020	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	901.95
AFSCME COUNCIL 5	INV0098772	04/24/2020	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	38.66
ASPEN MILLS	255767	04/28/2020	55077IGHPD	101.42.4000.421.60045	309.74
ASPEN MILLS	255772	04/28/2020	55077IGHPD	101.42.4000.421.60045	352.70
AXON ENTERPRISES, INC.	SI-1652123	04/28/2020	115181	101.42.4000.421.50080	1,465.00
BLACKTOP PROS, LLC	20-0119	05/05/2020	City of Inver Grove Heights	101.43.5200.443.40046	13,600.00
BLACKTOP PROS, LLC	20-0124	05/05/2020	City of Inver Grove Heights	101.43.5200.443.40046	11,875.00
CENTURY LINK	6514559072	05/05/2020	IGH FIRESTATION	101.42.4200.423.50020	84.40
CITY OF SAINT PAUL	IN40754	05/05/2020	10143520044360016	101.43.5200.443.60016	10,638.05
DAKOTA COMMUNICATIONS CENTER	BU2020-05B	05/05/2020	April payment	101.42.4000.421.70502	57,135.00
DAKOTA COMMUNICATIONS CENTER	BU2020-05B	05/05/2020	April payment	101.42.4200.423.70502	7,575.00
DAKOTA CTY FINANCIAL SVCS	00038063	04/28/2020	P0001753	101.42.4000.421.40042	676.03
DAKOTA CTY FINANCIAL SVCS	00038047	04/28/2020	P0001753	101.42.4000.421.70501	1,679.76
DAKOTA CTY FINANCIAL SVCS	00038047	04/28/2020	P0001753	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00038047	04/28/2020	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	10036635 04/20	04/30/2020	Electric	101.42.4200.423.40020	2,020.28
DAKOTA ELECTRIC ASSN	109394-7 04/20	04/30/2020	Electric	101.43.5400.445.40020	1,256.31
DAKOTA ELECTRIC ASSN	246837-9 04/20	04/30/2020	Electric	101.44.6000.451.40020	358.19
DAKOTA ELECTRIC ASSN	250165-8 04/20	04/30/2020	Electric	101.44.6000.451.40020	141.92
DAKOTA ELECTRIC ASSN	393563-2 04/20	04/30/2020	Electric	101.44.6000.451.40020	203.20
DAKOTA ELECTRIC ASSN	426713-4 04/20	04/30/2020	Electric	101.43.5400.445.40020	51.53
DAKOTA ELECTRIC ASSN	443054-2 04/20	04/30/2020	Electric	101.43.5400.445.40020	18.18
EFTPS	INV0098794	04/24/2020	FEDERAL WITHHOLDING	101.203.2030200	53,859.93
EFTPS	INV0098796	04/24/2020	MEDICARE WITHHOLDING	101.203.2030500	15,260.28
EFTPS	INV0098797	04/24/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	44,177.90
EFTPS	INV0098798	04/24/2020	FEDERAL WITHHOLDING	101.203.2030200	255.15
EFTPS	INV0098800	04/24/2020	MEDICARE WITHHOLDING	101.203.2030500	77.36
EFTPS	INV0098801	04/24/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	330.78
EFTPS	INV0098804	04/24/2020	FEDERAL WITHHOLDING	101.203.2030200	25.00
EFTPS	INV0098805	04/24/2020	MEDICARE WITHHOLDING	101.203.2030500	10.48
EFTPS	INV0098806	04/24/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	44.80
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030200	26.81
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030200	73.58
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030400	102.00
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030400	54.94
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030500	23.86
EFTPS	INV0098349-58	04/29/2020	ACH Correction	101.203.2030500	12.84
EMERGENCY RESPONSE SOLUTIONS	15110	05/05/2020	Inver Grove Heights Fire Department	101.42.4000.421.50035	12.45
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0098778	04/24/2020	HSA ELECTION-FAMILY	101.203.2032500	3,051.78
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0098779	04/24/2020	HSA ELECTION-SINGLE	101.203.2032500	5,111.22
GERTENS	62947/6	04/28/2020	103566	101.44.6000.451.60016	400.50
GERTENS	6067/12	05/05/2020	103566	101.43.5200.443.60016	597.70
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	101.42.4200.423.40020	1,266.86
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	101.43.5200.443.40020	109.58
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	101.43.5400.445.40020	1,001.19
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	101.44.6000.451.40020	1,125.50
GLS COMPANIES	185819	04/28/2020	Job # 271795	101.41.1100.413.50030	589.00
HEALTH EAST 911 AMBULANCE	20-12642	05/05/2020	Bebalt, Cory	101.42.4000.421.30700	88.40
HILLYARD INC	603854391	05/05/2020	274086	101.42.4200.423.60011	373.64
HOLMES DESIGN, INC.	5242	05/05/2020	404-02-20	101.41.1300.413.30700	1,000.00
HOLMES DESIGN, INC.	5241	05/05/2020	404-01-20	101.41.1300.413.30700	3,975.00
ICMA RETIREMENT TRUST - 457	INV0098769	04/24/2020	457 - ROTH AGE 50+	101.203.2031400	140.00
ICMA RETIREMENT TRUST - 457	INV0098770	04/24/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0098780	04/24/2020	ICMA-AGE <49 %	101.203.2031400	7,878.23
ICMA RETIREMENT TRUST - 457	INV0098781	04/24/2020	ICMA-AGE <49	101.203.2031400	3,075.00
ICMA RETIREMENT TRUST - 457	INV0098782	04/24/2020	ICMA-AGE 50+ %	101.203.2031400	1,332.44
ICMA RETIREMENT TRUST - 457	INV0098783	04/24/2020	ICMA-AGE 50+	101.203.2031400	7,101.15
ICMA RETIREMENT TRUST - 457	INV0098784	04/24/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0098791	04/24/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,711.52
ICMA RETIREMENT TRUST - 457	INV0098792	04/24/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	894.00
ICMA RETIREMENT TRUST - 457	INV0098793	04/24/2020	ROTH-AGE <49 %	101.203.2032400	42.21
ING DIRECT	INV0098624	04/10/2020	MSRS-HCSP	101.203.2032200	3,317.26
ING DIRECT	INV0098815	04/24/2020	MSRS-HCSP	101.203.2032200	2,090.91
INSIGHT EDGE	1561	05/05/2020	10938	101.41.1000.413.50080	640.00
INSIGHT EDGE	1561	05/05/2020	10938	101.41.1100.413.50080	640.00
KENISON, TERRI	INV0099001	05/05/2020	City of Inver Grove Heights	101.42.4200.423.30700	1,600.00
LAWMAN BADGE COMPANY	5824	04/28/2020	01/13/2020	101.42.4000.421.60045	1,145.00
LIFE SAFETY SYSTEMS, INC.	80585	04/28/2020	OK2144	101.42.4200.423.30700	325.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1390863	05/05/2020	012439	101.203.2031700	2,970.62
MADISON NATIONAL LIFE INSURANCE COMPANY	1390863	05/05/2020	012439	101.43.5200.443.20630	20.80
MCKESSON MEDICAL-SURGICAL INC.	01610179	05/05/2020	61695807	101.42.4200.423.60065	363.26
MCKESSON MEDICAL-SURGICAL INC.	61695480	05/05/2020	58785296	101.42.4200.423.60065	450.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0098774	04/24/2020	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0098775	04/24/2020	JOSH PARROW ORDER- 0015633635 CASE- 0015	101.203.2032100	427.31
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0098776	04/24/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	186.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	INV0098795	04/24/2020	STATE WITHHOLDING	101.203.2030300	23,371.10
MN DEPT OF REVENUE	INV0098799	04/24/2020	STATE WITHHOLDING	101.203.2030300	117.05
MN GLOVE & SAFETY, INC.	321888	05/05/2020	CTINVE	101.45.3300.419.60040	79.75
MN LIFE INSURANCE CO	00790002	05/05/2020	Policy # 0027324	101.203.2030900	3,816.88
MN NCPERS LIFE INSURANCE	542000052020	04/28/2020	April payroll deductions	101.203.2031600	256.00
NATURE CALLS, INC.	26648	04/28/2020	03/31/2020	101.44.6000.451.40065	480.00
NET TRANSCRIPTS, INC.	00031733-IN	05/05/2020	20-IGHPD	101.42.4000.421.30700	79.60
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA,	103167337	05/05/2020	N26-1351004654	101.41.1100.413.30500	670.00
OKER INVESTMENTS	000240	04/28/2020	1/4 Truck	101.45.3000.419.30700	239.00
OKER INVESTMENTS	000241	04/28/2020	1/8 Truck	101.45.3000.419.30700	134.00
PERA	INV0098785	04/24/2020	PERA COORDINATED PLAN	101.203.2030600	42,173.48
PERA	INV0098786	04/24/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,244.06
PERA	INV0098787	04/24/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0098788	04/24/2020	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0098789	04/24/2020	PERA POLICE & FIRE PLAN	101.203.2030600	19,863.75
PERA	INV0098790	04/24/2020	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	29,795.62
PERA	INV0098802	04/24/2020	PERA COORDINATED PLAN	101.203.2030600	46.96
PERA	INV0098803	04/24/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3.61
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	101.41.1100.413.50025	15.48
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	101.41.1100.413.50025	16.77
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	101.41.1100.413.50025	19.78
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	101.44.6000.451.50025	106.47
PIONEER PRESS	125275021 CR	01/31/2020	Advertising/Publishing	101.41.1100.413.50025	(632.10)
PIONEER PRESS	125275021 CR	01/31/2020	Advertising/Publishing	101.41.2000.415.50025	(180.60)
PIONEER PRESS	125275021 CR	01/31/2020	Advertising/Publishing	101.41.2000.415.50025	(60.20)
PIONEER PRESS	125275021 CR	01/31/2020	Advertising/Publishing	101.44.6000.451.50025	(117.39)
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.41.1100.413.50025	64.50
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.41.1100.413.50025	18.06
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.41.1100.413.50025	18.49
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.41.1100.413.50025	26.66
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.45.3000.419.50025	526.75
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.45.3200.419.50025	27.95
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	101.45.3200.419.50025	27.95
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	101.41.1100.413.50025	42.57
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	101.41.1100.413.50025	34.83
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	101.41.1100.413.50025	41.28
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	101.41.1100.413.50025	63.64
PRECISE MRM	200-1025498	05/05/2020	32563	101.43.5200.443.30700	30.11
SAFE-FAST, INC.	INV230547	05/05/2020	153.72	101.43.5200.443.60045	153.72
SENTINEL MN LLC	INV-0072	04/28/2020	QU-0143 - OSS 556k	101.42.4000.421.60018	1,514.00
STREAMLINE DESIGN INC	39985	05/05/2020	05/01/2020	101.42.4200.423.60045	753.00
STREICHER'S	I1425865	04/28/2020	285	101.42.4000.421.60018	139.99
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1748241	05/05/2020	4606-0575-9714	101.42.4000.421.30550	40.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1748777B	05/05/2020	4606-0575-9714	101.42.4000.421.30550	43.48
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.41.2000.415.30550	61.04
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.42.4000.421.30550	147.33
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.42.4200.423.30550	24.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.43.5000.441.30550	5.25
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.43.5100.442.30550	21.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.43.5200.443.30550	31.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.44.6000.451.30550	31.58
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.45.3000.419.30550	7.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.45.3200.419.30550	23.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.45.3300.419.30550	17.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	101.47.1400.413.30550	10.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.41.1100.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.41.2000.415.30550	26.57
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.42.4000.421.30550	123.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.42.4200.423.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.43.5000.441.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.43.5100.442.30550	34.65
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.43.5200.443.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.44.6000.451.30550	19.88
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.45.3000.419.30550	6.93
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.45.3300.419.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	101.47.1400.413.30550	23.10
TEXAS STATE DISBURSEMENT UNIT	INV0098773	04/24/2020	ANDREW BRAVO FEIN/TAXPAYER ID: 416005255	101.203.2032100	401.13
TYLER TECHNOLOGIES, INC	025-293878	05/05/2020	City of Inver Grove Heights	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900550289	05/05/2020	10845	101.43.5200.443.60045	48.71
UNIFIRST CORPORATION	0900550289	05/05/2020	10845	101.44.6000.451.60045	26.52
VERIFIED CREDENTIALS, INC.	306476	05/05/2020	City of Inver Grove Heights	101.41.1100.413.30500	217.75
WAGNER'S SOD CO, INC	2020-0627	05/05/2020	City of Inver Grove Heights	101.43.5200.443.60016	28.50
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0098777	04/24/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	433.06
XCEL ENERGY	0408207779	04/28/2020	51-0012923036-3	101.42.4200.423.40010	41.41
XCEL ENERGY	0407105640	04/28/2020	51-0012923036-3	101.42.4200.423.40010	2,598.32
Fund: 101 - GENERAL FUND					479,966.32
RIVER HEIGHTS CHAMBER OF COMMERCE	10603	05/05/2020	04/14/2020	201.44.1600.465.30700	6,115.49
STACY ANN BROOKS	311	05/05/2020	May blog posts	201.44.1600.465.50025	205.00
Fund: 201 - C.V.B. FUND					6,320.49
ASHTON, CHRISTOPHER	04/17/2020	04/28/2020	COVID-19	204.207.2070300	1.93
ASHTON, CHRISTOPHER	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	27.07
ASLESON, PAUL	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
ASLESON, PAUL	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
BROSKE, TAMMY	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BROSKE, TAMMY	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
CARANICAS, NATALIE	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
CARANICAS, NATALIE	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
DENZOR, Eleanor	INV0098970	05/05/2020	covid19	204.227.2271000	18.00
FOX, DANA	04/17/2020	04/28/2020	COVID-19	204.207.2070300	1.93
FOX, DANA	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	27.07
IGH SENIOR CLUB	02/04/2020	04/28/2020	Membership Refund	204.227.2271000	645.00
JOHNSON, TAMMY	04/17/2020	04/28/2020	COVID-19	204.207.2070300	1.93
JOHNSON, TAMMY	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	27.07
MASON, SANDRA	04/17/2020	04/28/2020	COVID-19	204.207.2070300	5.99
MASON, SANDRA	04/17/2020	04/28/2020	COVID-19	204.44.0000.3471000	84.01
MENZEL, JESSICA	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
MENZEL, JESSICA	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
MOORE, KRISTINA	04/17/2020	04/28/2020	COVID-19	204.207.2070300	4.66
MOORE, KRISTINA	04/17/2020	04/28/2020	COVID-19	204.44.0000.3471000	65.34
NOVOTNY, HEATHER	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
NOVOTNY, HEATHER	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
OLSEN, JOE	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
OLSEN, JOE	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
PARZYCH, JOHN	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
PARZYCH, JOHN	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
RAUN, DAWN	04/17/2020	04/28/2020	COVID-19	204.207.2070300	3.86
RAUN, DAWN	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	54.14
ROBINETTE, ELIZABETH	04/14/2020	04/28/2020	COVID-19	204.207.2070300	3.86
ROBINETTE, ELIZABETH	04/14/2020	04/28/2020	COVID-19	204.44.0000.3470000	54.14
SCHORN, JONATHAN	04/17/2020	04/28/2020	COVID-19	204.207.2070300	2.97
SCHORN, JONATHAN	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	41.65
SHEWCHUK, MICHELLE	04/17/2020	04/28/2020	COVID-19	204.207.2070300	1.93
SHEWCHUK, MICHELLE	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	27.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	204.44.6100.452.30550	1.97
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	204.44.6100.452.30550	12.58
VETSCH, JEREMIAH	04/17/2020	04/28/2020	COVID-19	204.207.2070300	1.93
VETSCH, JEREMIAH	04/17/2020	04/28/2020	COVID-19	204.44.0000.3470000	27.07
WELKE, DEBBIE	04/24/2020	04/28/2020	COVID-19	204.207.2070300	4.66
WELKE, DEBBIE	04/24/2020	04/28/2020	COVID-19	204.44.0000.3471000	65.34
WESTPHAL, JANET	04/17/2020	04/28/2020	COVI-19	204.207.2070300	3.86
WESTPHAL, JANET	04/17/2020	04/28/2020	COVI-19	204.44.0000.3470000	54.14

Fund: 204 - RECREATION FUND

1,583.51

BALTES, JOHN	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00
BOEHMER, BARBARA	INV0099000	05/05/2020	COVID19 cancelled senior trip Music MN	205.44.0000.3309000	79.00
BRENNAN, ANNA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
BROWN, KAREN	INV0098966	05/05/2020	covid19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
CARROLL, AUDREY	INV0098967	05/05/2020	covid19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
CHATLEAIN, KELLY	4/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
COOK, LAURA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00
CUNNINGHAM, JEANETTE	INV0098968	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
DEGLER, JANE	INV0098969	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3490301	188.00
ERICKSON, NANCY	04/10/2020	04/28/2020	COVID-19	205.44.0000.3493501	30.00
FIGNAR, HARRIET	INV0098971	05/05/2020	covid19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
GOTHAM TAX SERVICES, LLC.	04/10/2020	04/28/2020	COVID-19	205.44.6200.453.30700	1,040.00
GRAVES, ALICE	INV0098972	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
GREIGER, JULIA	INV0098973	05/05/2020	covid19 refund senior trip Music Man	205.44.0000.3493501	94.00
GRUBER, JENNIFER	04/10/2020	04/28/2020	COVID-19	205.44.0000.3493501	30.00
HAUGEN, LINDSAY	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
HEALTH PARTNERS	04/24/2020	04/28/2020	COVID-19	205.207.2070300	13.83
HEALTH PARTNERS	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492500	194.17
HERBERT, MYRTLE	INV0098974	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
HOLCOMB, DAVID	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
IGH NATIONAL GUARD ARMORY	04/24/2020	04/28/2020	2017-2019 FEES	205.44.6200.453.70310	16,500.00
JENSEN, JULIE	04/24/2020	04/28/2020	COVID-19	205.207.2070300	14.96
JENSEN, JULIE	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
KANGAS, GIANNA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00
KOHLER, GLORIA	INV0098975	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
LANG, GINA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
LANGE, MEGHAN	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
LENOIR, KRISTEN	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	59.00
MASANZ, JANICE	INV0098976	05/05/2020	covid 19 cancelled senior trip Music Man	205.44.0000.3493501	94.00
MILNER, SHERILYN	04/24/2020	04/28/2020	COVID-19	205.207.2070300	14.96
MILNER, SHERILYN	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
MURPHY, LAURA	04/24/2020	04/28/2020	COVID-19	205.44.0000.3493501	214.00
NAFFZIGER, MASON	04/17/2020	04/28/2020	COVID-19	205.44.0000.3493501	297.00
NELSON, MARGARET	04/10/2020	04/28/2020	COVID-19	205.207.2070300	7.89
NELSON, MARGARET	04/10/2020	04/28/2020	COVID-19	205.44.0000.3490100	110.79
OAKMAN, JOHN	INV0098979	05/05/2020	partial refund for Annual Membership due to covid	205.207.2070300	20.35
OAKMAN, JOHN	INV0098979	05/05/2020	partial refund for Annual Membership due to covid	205.44.0000.3490100	285.65
PACHL, ANDREW	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00
PARENT, AUTUMN	04/24/2020	04/28/2020	COVID-19	205.207.2070300	14.96
PARENT, AUTUMN	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
PARTRIDGE, ALYSSA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00
PATTERSON, EMILY	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
PETERSON, NATHAN	04/17/2020	04/28/2020	COVID-19	205.44.0000.3493501	118.00
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	205.44.6200.453.50025	163.80
PIONEER PRESS	125275021 CR	01/31/2020	Advertising/Publishing	205.44.6200.453.50025	(180.60)
SALDAHNA VON RUCKERT, DIMITRI	04/24/2020	04/28/2020	COVID-19	205.207.2070300	14.96
SALDAHNA VON RUCKERT, DIMITRI	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
SCHADER, MARINDA	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	130.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHAEFBAUER, STEPHAN	04/24/2020	04/28/2020	COVID-19	205.207.2070300	14.96
SCHAEFBAUER, STEPHAN	04/24/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
SCHOEPPNER, TERRY	INV0098977	05/05/2020	covid 19 senior trip Music Man	205.44.0000.3493501	94.00
SCHWARTZ, AMY	04/17/2020	04/28/2020	COVID-19	205.207.2070300	14.96
SCHWARTZ, AMY	04/17/2020	04/28/2020	COVID-19	205.44.0000.3492900	210.04
SCHWARTZ, KRYSTIN	04/14/2020	04/28/2020	COVID-19	205.44.0000.3493501	65.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	205.44.6200.453.30550	5.18
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	205.44.6200.453.30550	9.45
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	205.44.6200.453.30550	9.45
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	205.44.6200.453.30550	31.06
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	205.44.6200.453.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	205.44.6200.453.30550	7.70
WOLLAK, DOROTHY	INV0098978	05/05/2020	covid 19 senior trip Music Man	205.44.0000.3493501	94.00
Fund: 205 - COMMUNITY CENTER					22,928.92
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					0.77
COST, PLANNING AND MANAGEMENT INTERNATIONAL, 7801		04/28/2020	03/31/2020	434.42.4200.423.30700	770.00
FIREVENT, LLC.	20-010	05/05/2020	INVRFD	434.42.4200.423.60065	29,120.00
FIREVENT, LLC.	20-013	05/05/2020	IGHFD	434.42.4200.423.60065	29,120.00
Fund: 434 - 2014 IMPROVEMENT FUND					59,010.00
GENERAL SHEET METAL	04/27/2020	04/28/2020	Pay Request #3	439.44.5900.739.80200	64,600.00
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	439.73.5900.739.50025	83.42
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	439.73.5900.739.50025	160.72
Fund: 439 - 2019 IMPROVEMENT FUND					64,844.14
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	440.74.5900.740.50025	180.60
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	440.74.5900.740.50025	255.85
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	440.74.5900.740.50025	210.70
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	440.74.5900.740.50025	77.40
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	440.74.5900.740.50025	75.68
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	191.10
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	195.65
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	195.65
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	511.70
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	526.75
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	440.74.5900.740.50025	195.65
Fund: 440 - PAVEMENT MANAGEMENT PROJ					2,616.73
ELECTRIC PUMP INC	0068033-IN	05/05/2020	0013682	441.74.5900.741.40066	13,163.38
ELECTRIC PUMP INC	0068034-IN	05/05/2020	0013682	441.74.5900.741.40066	876.83
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	441.74.5900.741.40020	620.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	441.74.5900.741.30550	11.55
Fund: 441 - STORM WATER MANAGEMENT					14,672.55
HEINFRIED KOLKMANN	20-009	04/28/2020	COVID-19 CANCELLATION	444.74.5900.744.30700	6,500.00
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	444.74.5900.744.50025	459.20
Fund: 444 - PARK CAPITAL REPLACEMENT					6,959.20
EMMONS & OLIVIER RESOURCES	00095-0060-13	05/05/2020	04/16/2020	448.74.5900.748.30700	1,634.25
Fund: 448 - NWA - STORM WATER					1,634.25
BARR ENGINEERING COMPANY	23190218.00-286	05/05/2020	Clty of Inver Grove Heights	451.75.5900.751.30700	5,102.00
JOEL CARLSON	04/15/2020	04/28/2020	May 2020	451.75.5900.751.30700	1,000.00
WEST ST. PAUL, CITY OF	2020-00000137	05/05/2020	28	451.75.5900.751.30700	3,423.43
Fund: 451 - HOST COMMUNITY FUND					9,525.43
COMO LUBE & SUPPLIES	665553	05/05/2020	251574	454.43.5500.446.40025	25.00
Fund: 454 - LANDFILL ABATEMENT					25.00
AIR-LAKE MACHINE & WELDING Inc.	2504247	04/28/2020	03/23/2020	501.50.7100.512.40043	915.39
BLACKTOP PROS, LLC	20-0120	04/28/2020	04/17/2020	501.50.7100.512.40046	1,450.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	501.50.7100.512.40020	15,272.01
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-22004	04/15/2020	INVRGRV-1	501.50.7100.512.40020	7,285.26
KIMBALL MIDWEST	7887471	05/05/2020	222006	501.50.7100.512.60016	297.00
MN AWWA	2/20/2020	04/28/2020	00139413	501.50.7100.512.50070	2,054.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	501.50.7100.512.30550	10.68
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	501.50.7100.512.30550	27.72
TEAM LABORATORY CHEMICAL, LLC	INV0020188	04/28/2020	231940	501.50.7100.512.60016	4,634.50
Fund: 501 - WATER UTILITY FUND					31,946.56
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	502.51.7200.514.40020	404.36
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	502.51.7200.514.30550	5.08
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	502.51.7200.514.30550	18.48
Fund: 502 - SEWER UTILITY FUND					427.92

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA ELECTRIC ASSN	201360-5 04/20	04/30/2020	Electric	503.52.8600.527.40020	220.92
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	503.52.8600.527.40020	70.41
SUPERIOR TURF SERVICES INC	16947	04/28/2020	04/09/2020	503.52.8600.527.60030	3,519.02
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	503.52.8600.527.30550	10.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	503.52.8600.527.30550	7.70
Fund: 503 - INVER WOOD GOLF COURSE					3,835.55
MARTIN, FRANKLIN	00113	05/05/2020	Clty of Inver Grove Heights	602.00.2100.415.30700	8,600.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	602.00.2100.415.30550	1.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	602.00.2100.415.30550	0.38
Fund: 602 - RISK MANAGEMENT					8,601.67
BOYER TRUCKS - MINNEAPOLIS	253229	05/05/2020	C20394	603.00.5300.444.40041	124.99
CUSTOM FIRE APPARATUS INC	0019582-IN	05/05/2020	INV01	603.00.5300.444.40041	369.55
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL042920-21	05/05/2020	City of Inver Groce Heights	603.00.5300.444.40041	43.14
ENVIRONMENTAL EQUIPMENT & SERVICES, INC.	16100	05/05/2020	City of Inver Grove Heights	603.00.5300.444.40041	52.80
FACTORY MOTOR PARTS COMPANY	1-z21566	05/05/2020	10799	603.00.5300.444.40041	175.29
FACTORY MOTOR PARTS COMPANY	1-z21566	05/05/2020	10799	603.140.1450050	130.88
FACTORY MOTOR PARTS COMPANY	1-Z21567	05/05/2020	10799	603.00.5300.444.40041	(36.50)
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12004	04/28/2020	INVRGRV-1	603.00.5300.444.40020	1,624.73
KIMBALL MIDWEST	7875280	05/05/2020	222006 order 77583235	603.00.5300.444.60040	297.13
KIMBALL MIDWEST	77884235	05/05/2020	222006	603.00.5300.444.60012	128.04
KIMBALL MIDWEST	7907869	05/05/2020	222006	603.00.5300.444.60012	104.79
MIDWAY FORD	125954	04/28/2020	04/22/2020	603.00.5300.444.80700	24,294.58
MTI DISTRIBUTING CO	1249760-00	05/05/2020	91180	603.00.5300.444.40041	441.18
MTI DISTRIBUTING CO	1251045-00	05/05/2020	91180	603.00.5300.444.40041	183.00
NORTH AMERICAN TRAILER SALES	03000415774	04/21/2020	10095	603.00.5300.444.40041	(115.00)
NORTH AMERICAN TRAILER SALES	030004157743	05/05/2020	10095	603.00.5300.444.40041	264.59
NORTH AMERICAN TRAILER SALES	030004157839	05/05/2020	10095	603.00.5300.444.40041	149.59
NORTH AMERICAN TRAILER SALES	030004158185	05/05/2020	10095	603.140.1450050	32.46
O' REILLY AUTO PARTS	1767-465530	04/28/2020	1578028	603.140.1450050	9.62
O' REILLY AUTO PARTS	1767-465541	04/28/2020	1578028	603.140.1450050	11.26
O' REILLY AUTO PARTS	1767-465634	04/28/2020	1578028	603.00.5300.444.60012	44.96
O' REILLY AUTO PARTS	1767-465682	04/28/2020	1578028	603.140.1450050	46.92
O' REILLY AUTO PARTS	1767-465692	04/28/2020	1578028	603.00.5300.444.60012	9.80
O' REILLY AUTO PARTS	1767-465698	04/28/2020	1578028	603.140.1450050	41.00
O' REILLY AUTO PARTS	1767-465928	04/28/2020	1578028	603.00.5300.444.60012	15.98
O' REILLY AUTO PARTS	1767-466696	04/28/2020	1578028	603.00.5300.444.60012	31.34
O' REILLY AUTO PARTS	1767-466728	04/28/2020	1578028	603.00.5300.444.60012	11.37
O' REILLY AUTO PARTS	1767-467123	05/05/2020	1578028	603.140.1450050	101.24
O' REILLY AUTO PARTS	1767-468044	05/05/2020	92534	603.140.1450050	48.58
O' REILLY AUTO PARTS	1767-468267	05/05/2020	1578028	603.00.5300.444.40041	109.67
O' REILLY AUTO PARTS	1767-468285	05/05/2020	1578028	603.140.1450050	8.12
O' REILLY AUTO PARTS	INV0098996	05/05/2020	1578028	603.140.1450050	17.04
O' REILLY AUTO PARTS	1767-468733	05/05/2020	1578028	603.00.5300.444.40041	84.98
SAFE-FAST, INC.	INV230091	05/05/2020	INV23	603.00.5300.444.60012	287.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	603.00.5300.444.30550	1.74
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	603.00.5300.444.30550	7.70
TOTAL CONSTRUCTION & EQUIP.	17804	04/28/2020	JOB #40201022	603.00.5300.444.40040	2,301.88
TOWMASTER TRAILERS INC	426722	05/05/2020	29463	603.00.5300.444.40041	85.93
TRI-STATE BOBCAT INC.	P13426	05/05/2020	163112	603.00.5300.444.40041	131.70
UNIFIRST CORPORATION	0900550289	05/05/2020	10845	603.00.5300.444.40065	129.22
UNIFIRST CORPORATION	0900550289	05/05/2020	10845	603.00.5300.444.60045	35.55
WORLD FUEL SERVICES	1647106047451801	05/05/2020	112741	603.140.1450050	203.12
WORLD FUEL SERVICES	164710604745-41801	05/05/2020	112741	603.140.1450050	203.12
WORLD FUEL SERVICES	166849162265-41801	05/05/2020	112741	603.00.5300.444.60012	1,535.66
WORLD FUEL SERVICES	167021704974-18001	05/05/2020	112741	603.140.1450050	629.01
Fund: 603 - CENTRAL EQUIPMENT					34,409.15
CATHERINE M. PERME	1232	05/05/2020	City of Inver Grove Heights	605.00.7500.460.30700	3,688.00
JEFFREY M SCHUPPE	10859	04/28/2020	Removed lettering	605.00.7500.460.40040	1,185.00
LONE OAK COMPANIES	85160	05/05/2020	Utility Billing City of Inver Grove Heights	605.00.7500.460.50035	456.34
LONE OAK COMPANIES	85245	05/05/2020	85245	605.00.7500.460.50035	282.50
MCKINSTRY ESSENTION LLC	20039982	04/28/2020	249290	605.00.7500.460.30700	15,000.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747172B	04/16/2020	Payroll	605.00.7500.460.30550	6.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1747634B	04/16/2020	Payroll	605.00.7500.460.30550	1.93
Fund: 605 - CITY FACILITIES					20,620.56
DAKOTA CTY ATTORNEY	19-0811	05/05/2020	IGH PD Case#19-0811	702.229.2291001	16,423.11
PIONEER PRESS	125275021	01/31/2020	Advertising/Publishing	702.229.2289003	28.38
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	702.229.2296902	27.09
PIONEER PRESS	220572521	02/29/2020	Advertising/Publishing	702.229.2296902	27.52
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	702.229.2288803	27.52
PIONEER PRESS	320572521	03/31/2020	Advertising/Publishing	702.229.2293302	24.08
STATE OF MINNESOTA - GENERAL FUND, MN MGMT	4/22/2020	04/28/2020	IGH PD case #19-0811	702.229.2291001	7,712.18
Fund: 702 - ESCROW FUND					24,269.88
Grand Total					794,198.60

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: May 11, 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 four (4) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

ANIL SODADOSI: 6974 ARCHER COURT
JOSEPH WININGAR: 6967 ARCHER PLACE
MICHAEL CASSIDY: 9395 OLD CONCORD BLVD
HEDDI KEENAN: 1641 UPPER 55TH STREET

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

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 11, 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.

Full-Time Employment:

Joel Jackson, Street Maintenance Lead Worker (Promotion)
 Judy Wonick, Administrative Specialist (Promotion)

Temp/Seasonal Employment:

August Cocchiarella, Golf Course Laborer
 Austin Heimerl, Utility Maintenance Helper
 Ben Fugere, Firefighter
 Catherine Eckstrom, Golf Course Concessionaire
 Charles Hayes, Golf Course Ranger
 Ian Pawlenty, Parks Helper
 Jared Dansby, Utility Maintenance Helper
 Jerry Fechner, Golf Course Ranger
 John Fisher, Golf Course Concessionaire
 Joseph Kordosky, Golf Course Ranger
 Joyce Wilmes, Golf Course Concessionaire
 Landon Paurus, Golf Course Outside Services
 Louis Boos, Utility Maintenance Helper
 Paul Sherburne, Golf Course Concessionaire
 Rena Valenty, Golf Course Concierge
 Robert Dunn, Golf Course Concessionaire
 Sam Applebaum, Golf Course Laborer
 Steven Kron, Golf Course Laborer
 Travis Conoryea, Golf Course Laborer
 Vivian Hark, Golf Course Laborer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Submittal of a Host Community Economic Development Grant Program Application to State of MN Department of Employment & Economic Development (DEED)

Meeting Date: May 11, 2020

Item Type: Consent

Prepared by: Heather Rand, Community Development Director

Reviewed by: N/A

Contact: 651-459-2546

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Authorize the submittal of an application to MN DEED for up to \$415,625 to make public improvements to Heritage Village Park (HVP) including design and construction of a retaining wall, sidewalks, and other utility development in 2020 as part of a larger Concord Redevelopment Project that will continue to spur continued economic development activity along the Concord Boulevard corridor and riverfront. The City's contribution to this 2020 project at HVP if the City is awarded the DEED grant is \$4,375, such expenditure coming directly from existing 2020 budget Park Dedication Fund.

SUMMARY:

The City is defined by Minnesota State Statute as being a Host Community of a landfill and as such, may apply to the State of MN Department of Employment & Economic Development (DEED) for a Host Community Grant that supports economic development by May 15, 2020. DEED is making up to \$415,625 available to the City in the 2020 calendar year. Staff recommends the attached application be submitted by deadline that would secure funding to make necessary public improvements to HVP that will set the stage for future HVP Master Plan (phase 2) development, while immediately improving the park upon project completion in 2020. Proposed public improvements include design and construction of a retaining wall, sidewalks, and other related utility development. The HVP development is supported by city staff as an economic development driver in that public greenspace, especially along river corridors and existing trails and marina's spurs interest from private sector developers interested in making future private sector real estate development commitments in the immediate Concord Boulevard Corridor.

City staff recommend that the City Council approve submittal of this grant request to MN DEED.

MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

**First National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101
Brownfields and Redevelopment Unit
651-259-7449
1-800-657-3858**

HOST COMMUNITY ECONOMIC DEVELOPMENT GRANT APPLICATION**INTRODUCTION/DEFINITIONS**

FUNDING AVAILABILITY: Available funding amounts vary, depending on Legislative appropriation. According to Legislative requirement, DEED must allocate available money between Host Communities as evenly as practicable.

DEADLINES/REQUIREMENTS: A Host Community can submit a grant application at any time. **Completed applications and supporting documentation (2 copies)** must be submitted to DEED's Office of Brownfields and Redevelopment to be considered for funding. **NOTE: Electronic copies will not be accepted** in place of paper. **Please fill out the entire application.**

ELIGIBLE PROJECT: Means a development or redevelopment project that will generate economic development within a Host Community.

ECONOMIC DEVELOPMENT: Means job creation, an increase in the tax base, and the capacity of the project to attract private investment at a minimum.

ELIGIBLE APPLICANTS: Are Host Communities.

HOST COMMUNITY: Means a city located within the seven-county metropolitan area, as defined in Minnesota Statutes, section 473.121, subdivision 2, that is the site of a waste disposal facility that meets the standards in Minnesota Statutes, section 473.849, that accepts unprocessed mixed municipal solid waste generated in the metropolitan area.

ELIGIBLE PROGRAM COSTS: Are Capital Costs.

CAPITAL COSTS: Means expenditures for the acquisition and betterment of public lands and buildings and for other publicly-owned capital improvements. Capital costs also include expenditures for pre-design, design, engineering and similar activities for specifically identified eligible projects. **Costs incurred before the grant award date are not eligible for payment.**

PROJECT AREA: Is the area chosen by the applicant to serve as the boundaries where development or redevelopment will take place as a result of the capital costs being expended. It is also the area in which the capital costs requested will occur. It is the area where job creation, job retention, tax base increases and all other economic benefits will be tracked and reported on throughout the life of the grant.

AWARDING GRANTS: DEED will award grants to projects that provide the highest return in public investment and meet all of the statutory requirements.

Grant Application - Tennesen Warning Notice
Minnesota Department of Employment and Economic Development (DEED)

Some data related to your grant application may be classified as private under Minnesota Statute 13.599. In order to collect and use this data, we must tell you why we need the data, how we intend to use it, and any consequences you may experience if you do or do not supply the information.

How we intend to use the data

The information you submit in connection with your grant application will be used to evaluate your grant application and, if you are selected for funding, to announce your award.

A Minnesota law prohibits state agencies from announcing grant awards before grant agreement negotiations are complete. If you are selected for funding, this document will allow DEED to announce your grant award on a preliminary basis while those negotiations are still pending.

Selected grantees will be notified before any announcements are made. Announcements typically include information such as a project description, the award amount, and the anticipated impact of grant funding. We may also include information from our evaluation process, including scores and ranks (if applicable).

We will never publicize your business plans, customer lists, income tax returns, design / market / feasibility studies, income and expense reports, or any other data classified as private or nonpublic under Minn. Stat. 13.591. Application data submitted by organizations that are not selected for grant funding will only be released upon request and as required by Minn. Stat. Chapter 13 or other applicable state/federal law.

Application or evaluation data may also be shared with any entity that has a legal right to the data under Minnesota or federal law, including under court order.

Consequences to you

You can refuse to supply any or all of the requested information, which you are not legally required to provide. However, failing to supply sufficient information may result in ineligibility for DEED grant programs.

For more information

- DEED Data Practices - www.deed.state.mn.us/privacy.htm
- Minnesota Data Practices Act - www.revisor.leg.state.mn.us/stats/13/
- Minnesota Department of Administration, Information Policy Analysis Division (IPAD) - www.ipad.state.mn.us/index.html

Individual's Acknowledgement

I have read and understand this notice.

- Name: Heather Rand, Community Development Director Signature: _____
- Date: May 4, 2020 _____



1st National Bank Building 332 Minnesota Street, Suite E200 St. Paul, MN 55101-1351

Host Community Economic Development Grant Application

Cover Page

Applicant (Host Community): City of Inver Grove Heights, MN

Head of Applicant Agency (e.g. Mayor): Mayor George Tourville

Applicant Address: City Hall, 8150 Barbara Avenue

City: Inver Grove Heights Zip Code: 55077

Please select your city category:

_____ Home Rule Charter _____ X Statutory City

For reference, please give the State Statute number which gives the applicant authority to carry out the activities for which you are requesting grant funds. Chapter 412. Statutory Cities

Project Contact for the Host Community: Heather Rand, Community Development Director

Phone: 651-450-2546

E-mail: hrand@invergroveheights.org

Mailing Address:

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

Project Manager for this project from the Host Community, in the event of an award

Heather Rand, Community Development Director, City of Inver Grove Heights MN

Project Manager's Phone & email: 651-450-2546 hrand@invergroveheights.org

Application Author: Heather Rand

Author's Phone & email: 651-450-2546 hrand@invergroveheights.org

PROJECT AREA INFORMATION

1. Name of Project Area: **Concord Boulevard Riverside Corridor/Heritage Village Park**
Site Address: **4321 65th Street, Inver Grove Heights, MN, 55076**

Project Area boundaries: **60 acre rectangular project area with northern boundary located at 59th Street East (Linden Street), eastern boundary at Doffing Ave and the Mississippi River, southern boundary at 65th Street East, and the western boundary at Concord Boulevard in Inver Grove Heights, Minnesota.**

City: Inver Grove Heights Zip Code: 55076

Total Acreage of Project Area : 60+

Minnesota Legislative District #: **52B**

(Note: The Minnesota Legislature has a tool to look up legislative district numbers. You must have a precise address and know the zip code of the site. Go to:
<http://www.gis.leg.mn/OpenLayers/districts/>

2. Describe the current and future ownership of the parcels on which the capital costs are being requested.

The parcels have been acquired by the city of Inver Grove Heights over last 15 years as part a larger economic development strategy the city is facilitating to occur along the Mississippi riverfront and within a historic commercial corridor called Concord Boulevard. The 60 plus acre city owned project site has been named Heritage Village Park and will be developed, operated and maintained under city ownership as an increasingly more valuable city asset that can spur redevelopment and private sector investment (retail and multi-family housing) along the Concord Boulevard commercial corridor that is located adjacent to the Heritage Village Park and riverside.

MAPS AND SITE FEATURES

3. Attach an accurate and legible map of the project area that includes the proposed development or redevelopment project showing locations of prominent and relevant site features such as major roadways, etc. (NOTE: maps shall include property boundaries, a north arrow and bar scale). The map(s) should show the following:
 - a) The current condition of the project area including labeled structures;
 - b) The proposed development or redevelopment of the project area including labeled structures; and
 - c) Specifically where and for what activities DEED money will apply.

Please see Attachment A for project and site area map. Presently, there are no structures located withing the project area for 2020 DEED Host Community Grant consideration at the Heritage Village Park site thanks to support the city received from DEED for the 2019 grant. The yellow shaded area on the site map is the parcel of land the city acquired in 2019

with DEED Host Community Economic Development funds and the structures within the yellow shaded area have since been demolished to prepare for the continued Heritage Village Park development within the green shaded, 60 plus contiguous acre Heritage Village Park site. The 2020 DEED Host Community grant funds (DEED money) would be utilized in 2020 for construction of retaining walls, sidewalks and related miscellaneous public infrastructure necessary to support continued park amenity development scheduled to occur beginning in 2021.

4. Please provide current and historic photographs of the project if available.

Please see Attachment B map titled “Heritage Village Park – Phase 2”, for map of proposed public park plan illustrated on top of current site black and white aerial map. In this map, the black and white aerial photo denotes existing site and colored overlay on map denotes Heritage Village Park plan with developed park amenities the city is striving to achieve to create this public asset on the riverfront that will spur additional private sector development in area adjacent to park.

HISTORY/CURRENT USE

5. Please attach a synopsis on the history and general background of the project area. This includes, but is not limited to, a description of the past and current uses of the project area, why development or redevelopment is being planned for the area and any other information that may be helpful in understanding the project area’s current use.

Please see Attachment C-5.

DEVELOPMENT OR REDEVELOPMENT PROJECT

6. Please attach a detailed narrative of the proposed development or redevelopment project planned for the project area. Please describe and define the project area, discuss the economic development that will be generated as a result of the project, the potential the project has to attract private investment to the area and how the community will benefit from the development or redevelopment project.

Please see Attachment C-6.

ANALYSIS OF DEVELOPMENT OR REDEVELOPMENT PROJECT

7. Describe how this project will increase the property tax in the project area.

This project will provide an opportunity for the city to provide a new, place-making public park amenity now named Heritage Village Park, in the immediate vicinity of Concord

Boulevard, a historic, commercial district that also contains some blighted single-family homes. The project area is also located adjacent to the Mississippi Riverfront and 3 privately owned and operated boat marina's on the Mississippi River, 2 of which have small restaurants. The development of this new public amenity Heritage Village Park, is projected to make the redevelopment of Concord Boulevard more attractive to private sector investment both retail and housing, which will ultimately increase property tax values in this project area as the new park provides a public gathering place to recreate and drives more visitors to this riverside destination. The long-long term, strategic redevelopment plans for Concord Boulevard and the riverfront in the project area include the creation of new commercial establishments along Concord Boulevard, the relocation of undesirable or blighted industrial activity to other locations in the city an example of such being a waste hauling company, and pursuit of the development of a new Dakota County Community Development Agency (CDA) multi-tenant workforce housing project and multiple high-density, market rate housing projects along the to be redeveloped Concord Boulevard in this riverside area. This project area is a prime urban renewal area calling on the city, state and county to work in partnership to redevelop. Presently, the city is on track to partner with the Dakota County CDA on the workforce housing project with spring 2021 construction planned (phase 1) and the city also intends to pursue partnerships with private sector real estate developers for other Concord Boulevard sites the city owns beginning in mid-2021. Concord Boulevard Redevelopment as proposed has been supported by the Inver Grove Heights City Council in a city strategic plan adopted in 2020, and this redevelopment goal is also in conformance with the city's 2040 Comprehensive Land Use Plan.

8. What is the projected increase in property taxes after final development or redevelopment in the project area? _____ n/a _____
How was this figure determined? _____ n/a _____

JOB CREATION

9. Project the number of new jobs created in the project area after the proposed development or redevelopment of the project area. (Jobs that did not exist in Minnesota prior to development)

Total New Jobs: Some temporary construction jobs will be created as a result of this Heritage Village Park public improvement project slated to occur in 2020 such as architect, engineer and construction jobs supported by project site public infrastructure and construction. We are unable to project other new jobs created (FTE's) at the present time from intended private sector investment the Heritage Village Park public asset will spur in the immediate area in coming years.

11. What are the total costs of the development or redevelopment project expected in the project area?

Conservatively, we project the Concord Boulevard Redevelopment total costs to exceed \$37 million (public and private). Over the last 15 years, the city has spent \$5 million in property acquisition and blighted structure demolition, and to conduct environmental assessment, testing and then completion of remediation within the Concord Boulevard Riverside/Heritage Village Park site. Most recently, an additional \$3.5 million has been spent by the city on public infrastructure improvements to the Heritage Village Park project site including trucking in a large volume of clean fill and site grading, building a public trail, and the construction of public parking lots, and to install stormwater management and related utilities.

For the purpose of this grant application, in 2020, the city intends to expend an additional \$420,000 on public infrastructure improvements to the Heritage Village Park site within the next 12 months that include the construction of retaining walls, sidewalks and additional utilities. In 2021-24, the city intends to pursue a currently estimated additional \$4 million dollars worth of public park amenities as denoted in the Heritage Village Park master plan (phase 2), with the expectation that this park amenity located in this Mississippi riverfront area along Concord Boulevard, will spur at a minimum over \$25 million in private sector investment (redevelopment) that will take the form of commercial development (retail and multi-family housing) over the course of the next 6 years.

How much investment is private? \$25+ million projected in 6 year timespan

How much investment is public? Approximately \$12 million, (\$450K in 2020)

2020 DEED HOST COMMUNITY ED GRANT PROJECT CAPITAL COSTS

12. Describe the capital costs planned for the project area.

Utilizing \$415,625 of funding from the DEED 2020 Host Community Economic Development Grant Program and \$4,375 from city of Inver Grove Heights park dedication development fund, the city intends to construct additional public infrastructure at Heritage Village Park that will prep the area for 2021 and beyond amenity installation. This planned public infrastructure includes retaining walls, sidewalks and public utilities for the park.

13. Total capital costs estimated for the public infrastructure project in 2020? \$420,000
14. How much money are you seeking from DEED? \$415,625
15. How much of the total capital costs will come from private sources? 0 in 2020
16. How much of the total capital costs will be paid from local, public dollars? \$4,375. In coming years per Heritage Village Park Master plan, possibly up to an additional \$3,745,000 of public funding will be sought from a variety of funding sources.

17. Fill out the budget table below indicating the sources, uses, and amounts of **all** funds (including DEED requests.) that will be used for eligible capital costs as defined in this application.

Use of Funds (Capital costs)	Amount	Source of Funds	Date Funds Committed
Designing specs and constructing retaining walls, sidewalks and installing public utilities at Heritage Village Park project site in 2020.	\$420,000	DEED 2020 Host Community Economic Development Grant of \$415,625 and city of IGH funds of \$4,375.	DEED and city funds to be committed on or before July 1, 2020 so that project may proceed shortly thereafter.

PROJECT SCHEDULE

18. Provide a detailed project schedule outlining the individual tasks and schedules of the overall capital costs for the project including development or redevelopment tasks and activities necessary to complete the Project. Indicate on this form the capital costs for the individual tasks involved in the project and the expected completion date (month and year) of the activity. The last task on the project schedule should indicate the date upon which construction of the development or redevelopment will be complete.

SCHEDULED TASKS BY YEAR AND MONTH for Heritage Village Park Development Project

	YEAR 2019												YEAR 2020												YEAR 2021												
TASK	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
6455 Doffing Ave property acquisition and demolition, site work, utilities, grading, parking lots						x	x	x																													
Site work, utilities, grading, parking						x	x	x	x	x																											
Public infrastructure retaining walls, sidewalks and utility work plan specs, work bid out an construction completion																																					
Completion of parking, trail connections, shelter, restrooms, playground, per master plan																			x	x	x	x	x														
																												x	x	x	x	x	x	x			

19. Please list any factors which would change or delay this schedule. DEED and/or other public funding shortfall may delay or change schedule.

Lack of DEED funding from 2020 Host Community Grant would mean city would post phone project's construction, especially in light of city budget constraints due to Covid-19 Pandemic.

DEVELOPER/THIRD PARTY/COMPANY COMMITMENT

If there is a commitment from a developer or third party owner/tenant for the project area, please complete the following and attach a letter(s) of commitment.

17. Third Party/Company Name: N/A
Contact Person: _____
Title: _____
Phone Number (include area code): _____

If there is an **end-user** commitment, please complete the following:

18. Third Party/Company Name: N/A
Contact Person: _____
Title: _____
Phone Number (include area code): _____

VI. PAYMENT INFORMATION

Most grant payments take place through electronic funds transfer (EFT). To ensure proper payment, a Vendor Number assigned by Minnesota Management & Budget is required.

Financial Contact Person: Shannon Battles

Telephone Number or e-mail: 651-450-2488 sbattles@invergroveheights.org

State of Minnesota Vendor Number: 0000197690

If a Minnesota Vendor Number does not exist, please supply:

Minnesota Identification Number: _____

and

Federal Employer Identification Number: 41-6005255

State Vendor info may be found at:

https://supplier.swift.state.mn.us/psp/fmssupap/SUPPLIER/ERP/h/?tab=SUP_GUEST

Vendor number conversions from the old system to the new SWIFT may be found at: -

<http://www.swift.state.mn.us/vendors>

VII. LOCAL GOVERNMENT RESOLUTION

See Attached Resolution from IGH City Council dated May 11, 2020.

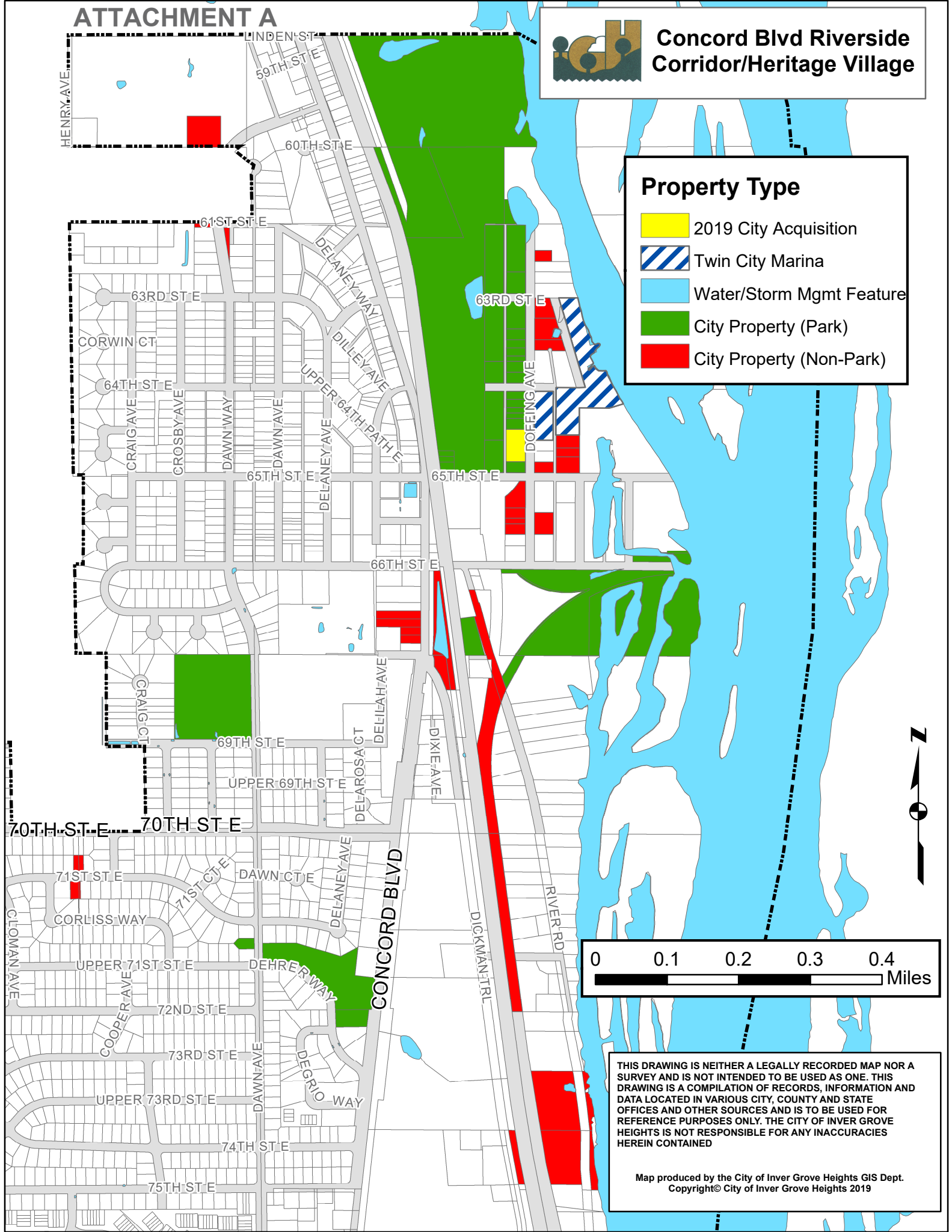
ATTACHMENT A



Concord Blvd Riverside Corridor/Heritage Village

Property Type

- 2019 City Acquisition
- Twin City Marina
- Water/Storm Mgmt Feature
- City Property (Park)
- City Property (Non-Park)



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

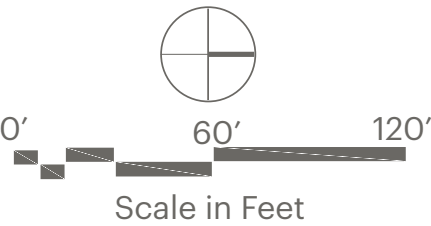
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2019

ATTACHMENT B



Heritage Village Park - Phase 2 | Master Plan

Inver Grove Heights, Minnesota
December 5, 2018 | WSB Project number: 013050-000



Inver Grove Heights Host Community Program Grant Application

Attachment C-5: HISTORY/CURRENT USE

The larger redevelopment project area is located in the northeast corner of Inver Grove Heights and is the original historic settlement point for the city. The larger redevelopment project area is defined by the border of Inver Grove Heights and South St. Paul to the north, the Mississippi River to the east, the bluff to the west and includes 15 blocks of Concord Boulevard, a major commercial artery that runs north-south through the larger redevelopment project area. This section of Concord Boulevard is currently comprised of pre-WWII aged and blighted single family housing stock, some commercial retail and service establishments, a waste hauling business that is considering relocating to a industrial park on the city's southern border and multiple parcels of land the county and city have been acquiring with state assistance for public green space park, and trail build out including the Mississippi River Regional Trail that passes through this redevelopment project area and runs from St. Paul to Hastings, Minnesota, the Rock Island Swing Bridge, a county park on the riverfront, and the city of Inver Grove Heights Heritage Village Park (60+ acres) now beginning to take shape with a dog park that was constructed by the city in 2019 as part of a Heritage Village Park (HVP) master plan that will take multiple years and funding sources to complete as a new public asset for the larger development project area.

Much of the land assembled for the city proposed Heritage Village Park had been railroad yards and other intensive industrial uses in the past and has been contaminated and requiring remedial action through the years. Reclaiming this land by the Mississippi River for public recreation and conservation purposes is a goal shared by the city, county and the Minnesota DNR. This grant application to DEED's Host Community Economic Development Program requests \$415,625 in funding for the construction of additional public infrastructure in the Heritage Village Park in 2020 including the development of design specifications and construction of retaining walls, sidewalks and utilities with the 2020 total project cost estimate projected at \$420,000. This 2020 project work is in keeping with the city's 2020 adopted strategic plan, the city's 2040 Comprehensive Land Use Plan and the city's Heritage Village Park Master Plan (phase 2).

Without advancing the HVP Master Plan as proposed in 2020, the public park asset along the Mississippi Riverfront adjacent to trails and marina's, cannot be developed as envisioned and an antiquated industrial use with heavy truck traffic, dust and unattractive blighted buildings remains marginally active along this section of Concord Boulevard making the private sector investment necessary to redevelop this project area less likely to occur in the immediate (next 6 year) term.

Attachment C-6: REDEVELOPMENT PROJECT

The Concord Boulevard/Mississippi Riverside Redevelopment Project activity for DEED 2020 Host Community Economic Development Grant purposes is achieving continued progress on the development of the new Heritage Village Park public assets, namely construction of retaining walls, sidewalks and utility public infrastructure needed before the city can advance with future park asset development.

The proposed Heritage Village Park Master Plan (phase 2) diagram map more clearly illustrating the city's vision, can be found in **Attachment B** of this grant application. To date, significant funds have already been committed over the course of the last 15 years by the DNR, DEED (Host Community Economic Development), Dakota County and the city to achieve the progress that has been made in the development of the Heritage Village Park as a public asset that will spur additional economic development activity when complete.

City leadership envision that ultimately, the public infrastructure investments made at the Heritage Village Park site will attract private sector investment required to generate greater economic development activity along this section of Concord Boulevard and the river as the park can serve as a public gathering space to host small and large scale public events, increasing the opportunities for the public to recreate and enjoy the beauty of public greenspace and the riverside in a natural environment setting, improve the connectivity to the riverside and public trails to the Concord Boulevard Redevelopment Area which also includes increasing the public's exposure to the privately operated marina's adjacent to the Heritage Village Park and improving overall walkability to something more neighborhood scale that will ultimately support the development of new housing options, retail services and restaurants within the larger Concord Boulevard redevelopment area.

It should be noted that presently, the larger redevelopment project area of Concord Boulevard and the adjacent riverside still contain some residential and commercial blight making the area's general identify to feel still somewhat disjointed. That being said, viable progress has been made in recent years as the area is now just beginning to realize private sector development inquiries and pre-commitment from Dakota County CDA as a workforce housing project site. It is for these reasons that the city remains steadfast in its commitment to this redevelopment project area and respectfully requests that DEED continue to partner and support such progress with the Host Community Economic Development Grant program funding.

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

RESOLUTION NO. 2020-78

**RESOLUTION AUTHORIZING SUBMITTAL OF A HOST COMMUNITY GRANT PROGRAM
APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT & ECONOMIC
DEVELOPMENT (DEED)**

WHEREAS. the City of Inver Grove Heights is a Host Community under Minnesota Statute §116J.548;

NOW, THEREFORE BE IT RESOLVED that the City of Inver Grove Heights act as the legal Sponsor for projects contained in the Host Community Grant Program application to be submitted on May 11, 2020 to make public improvements to Heritage Village Park and that the Mayor is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Inver Grove Heights.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above referenced projects, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Inver Grove Heights on May 11, 2020.

Ayes:
Nays:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota Electric – Case No. 20-09C

Meeting Date: May 11, 2020

Item Type: Consent

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

☒
☐
☐
☐
☐

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

Other

PURPOSE/ACTION REQUESTED

Consider a Resolution approving a Conditional Use Permit to install a 58' antenna whereas 52.5' is the maximum height allowed in the Agricultural zoning district. This request is for the property located at 10583 Barnes Avenue.

- Requires a 4/5th's vote.
- 60-day deadline: June 5, 2020 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to install a monopole antenna 58' in height whereas 52.5' is the maximum height allowed in the Agricultural zoning district. The antenna would be installed as part of the permitted use of a substation on the property. The antenna would be used to provide internal communications back to the Dakota Electric control center. A CUP for a 90' antenna was approved for this site in 2008, but since it was never installed the CUP became void. The site grading, stormwater management, and landscaping was completed in 2008-2009 in accordance with the original Council approval. The closest home is over 500' away to the west. The installation of the tower would reduce the amount of truck traffic to the site as Dakota Electric would be able to remotely operate the substation.

The proposed request meets the CUP criteria relating to the Comprehensive Plan and zoning consistency, compatibility with land uses, environmental impacts, and public health and safety impacts.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the conditional use permit to install a 58-foot antenna in the agricultural district.

Planning Commission: Recommended **approval** of the request at the May 5, 2020 meeting with the conditions listed in the attached resolution (9-0).

Attachments: CUP Resolution
PC recommendation
Planning staff report

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

RESOLUTION NO. 2020-79

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A 58 FOOT
MONOPOLE ANTENNA WITHIN THE A, AGRICULTURAL ZONING DISTRICT**

Planning Case No. 20-09C
Dakota Electric

WHEREAS, an application for Conditional Use Permit has been submitted for property located at 10583 Barnes Avenue and legally described as the following;

Lot 1, Block 1 Rich Valley Substation, Dakota County, Minnesota

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, a tower exceeding 52.5 feet is a conditional use in A zoning district (Inver Grove Heights City Code 10-5-8);

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 5, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an antenna 58' in height is hereby approved subject to the following conditions:

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

Site Plan

dated 01/30/20

2. Prior to issuance of building permits grading and erosion control shall be approved by the City Engineering Department.

3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-way. The direct source of light shall not be visible from any abutting property or public right-of-way.

4. The City Code Enforcement Officer, or designee, shall be granted right-of-access to the property at all reasonable times to determine compliance with the terms of the Conditional Use Permit.

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

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 5, 2020

SUBJECT: **DAKOTA ELECTRIC – CASE NO. 20-09C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit (CUP) to install a 58' antenna whereas 52.5' is the maximum height allowed in the Agricultural zoning district, for the property located at 10583 Barnes Avenue. 13 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a CUP to install a monopole antenna 58' in height whereas 52.5' is the maximum height allowed in the Agricultural zoning district. The antenna would be installed as part of the permitted use of a substation on the property. The antenna would be used to provide internal communications back to the Dakota Electric control center. A CUP for a 90' antenna was approved in 2008, but since it was never installed the CUP became void. The site grading, stormwater management, and landscaping was completed in 2008-2009 in accordance with the original Council approval. The closest home is over 500' away to the west. The installation of the tower would reduce the amount of truck traffic to the site as Dakota Electric would be able to remotely operate the substation. Staff recommends approval of the request with the conditions listed in the report. Staff received two general inquiries from surrounding property owners.

Chair Maggi asked what the rationale was behind the 52.5' standard.

Ms. Botten replied that the zoning code allows antennas to be 1-1/2 times the height allowed in that district. The maximum height in the Agricultural district is 35', and 35' x 1.5 equals 52.5'.

Opening of Public Hearing

Craig Knudsen, Dakota Electric, 4300 - 220th St W, Farmington, advised he was available to answer any questions.

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

Mr. Knudsen replied in the affirmative. He advised that this is an extension of what they originally planned for, however, based on the equipment that is being used today they were able to reduce the height from what was originally anticipated.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a conditional use permit to install a 58' antenna whereas 52.5' is the maximum height allowed in the Agricultural zoning district, for the property located at 10583 Barnes Avenue.

Motion carried (9/0). This item goes to the City Council on May 11, 2020.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

HEARING DATE: May 5, 2020

CASE NO.: 20-09C

APPLICANT & PROPERTY OWNER: Dakota Electric Association

REQUEST: Conditional Use Permit to install a 58 foot antenna whereas 52.5 feet is the maximum height allowed in the A, agricultural district

LOCATION: 10583 Barnes Avenue

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit to install a monopole antenna 58 feet in height whereas 52.5 feet is the maximum height allowed in the agricultural zoning district. The antenna would be installed as part of the permitted use of a substation on the property. The substation is designed and sized for two transformers and associated switchgear. The antenna would be used to provide internal communication back to the Dakota Electric control center. The property is 1.4 acres in size and surrounded by vacant land owned by Flint Hills. A CUP for an antenna was approved for the site in 2008, the antenna was not installed and therefore the CUP became void. The site grading, storm water management system and vegetation establishment were completed during 2008-2009 construction seasons in accordance with the original Council approval.

The following specific application is being requested:

- A **Conditional Use Permit** to allow an antenna in excess of 52.5 feet in the Agricultural district

EVALUATION OF THE REQUEST

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

North, South, East and West: Vacant property owned by Flint Hill Resources; zoned A; guided RDR, Rural Density Residential

SITE PLAN REVIEW

Access. The access for the site is off Barnes Avenue which is a local city street.

Setbacks. Tower setbacks must equal the height of the tower. The tower is 58 feet in height; the closest property line to the tower is 58 feet away, complying with setback requirements.

Engineering. The site grading, storm water management system and vegetation establishment were completed during 2008-2009 construction seasons in accordance with the original Council approval. The grading, storm water management system and vegetation establishment have been approved by the City Engineer's Office, as-builts received and sureties released.

Landscaping/Screening. A landscape plan was approved with the 2008 request. No additional landscaping would be required for the antenna.

Lighting. The site plan does not show any details of lighting for the property. If lighting is installed all exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.

Conditional Use Permit (CUP)

The CUP request to allow a single monopole tower taller than 52.5 feet in height is reviewed below against the standards found in the Zoning Ordinance, Section 10-3A:

1. *The uses are consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*
The approved use of a substation is consistent with Comprehensive Plan. It is an essential service and helps supply the area with a reliable local source of energy. The proposed antenna is accessory to the substation use and consistent with the uses envisioned for the site.
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.*
This standard is met. The proposed use is a conditionally permitted uses in the zoning code.
3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*
This standard is met. The proposed uses will not create any adverse physical impacts upon the neighborhood. The closest abutting home is over 500 feet away from the proposed antenna/substation.
4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*
This standard is met. The proposed use would not have an undue adverse impact to city utilities.
5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

a) *Aesthetics/exterior appearance*

The proposed antenna is 58 feet in height and a self-supporting monopole structure. The agricultural zoning district allows for towers/poles to be 52.5 feet high, the additional 5.5 feet should not make a difference aesthetically to the surrounding area.

b) *Noise*

The antenna would not provide additional noise to the allowed use of a substation.

c) *Traffic*

The installation of the tower would reduce the amount of truck traffic to the site as Dakota Electric would be able to remotely operate the substation.

d) *Drainage*

The City Engineering Department would review drainage and erosion control at the time of any building permits for the site.

e) *Fencing, landscaping and buffering*

A chain link fence is located around the site for security purposes and landscaping was installed with the original approval. No additional landscaping would be required.

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.*

This standard has been met.

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

Staff is not aware of any public health, safety or welfare issues associated with the proposal. This standard has been met.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should recommend approval of the Conditional Use Permit to allow an antenna 58 feet in height in the Agricultural zoning district with the following conditions:

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

Site Plan

dated 01/30/20

2. Prior to issuance of building permits grading and erosion control shall be approved by the City Engineering Department.
3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.
4. The City Code Enforcement Officer, or designee, shall be granted right-of-access to the property at all reasonable times to determine compliance with the terms of the Conditional Use Permit.

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

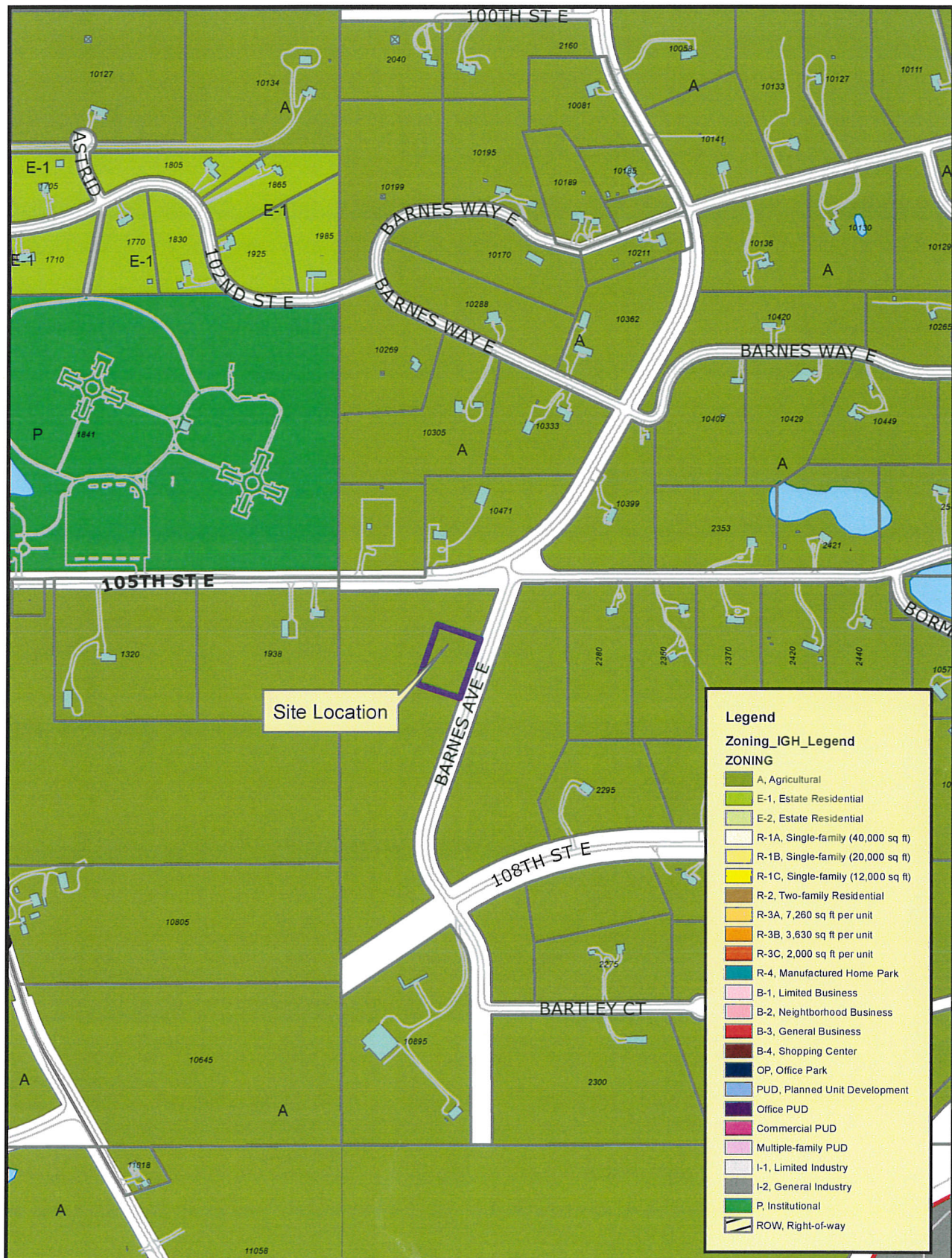
RECOMMENDATION

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

Attachments: Exhibit A – Location and Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan



Case No. 20-09C 10583 Barnes Avenue



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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2020



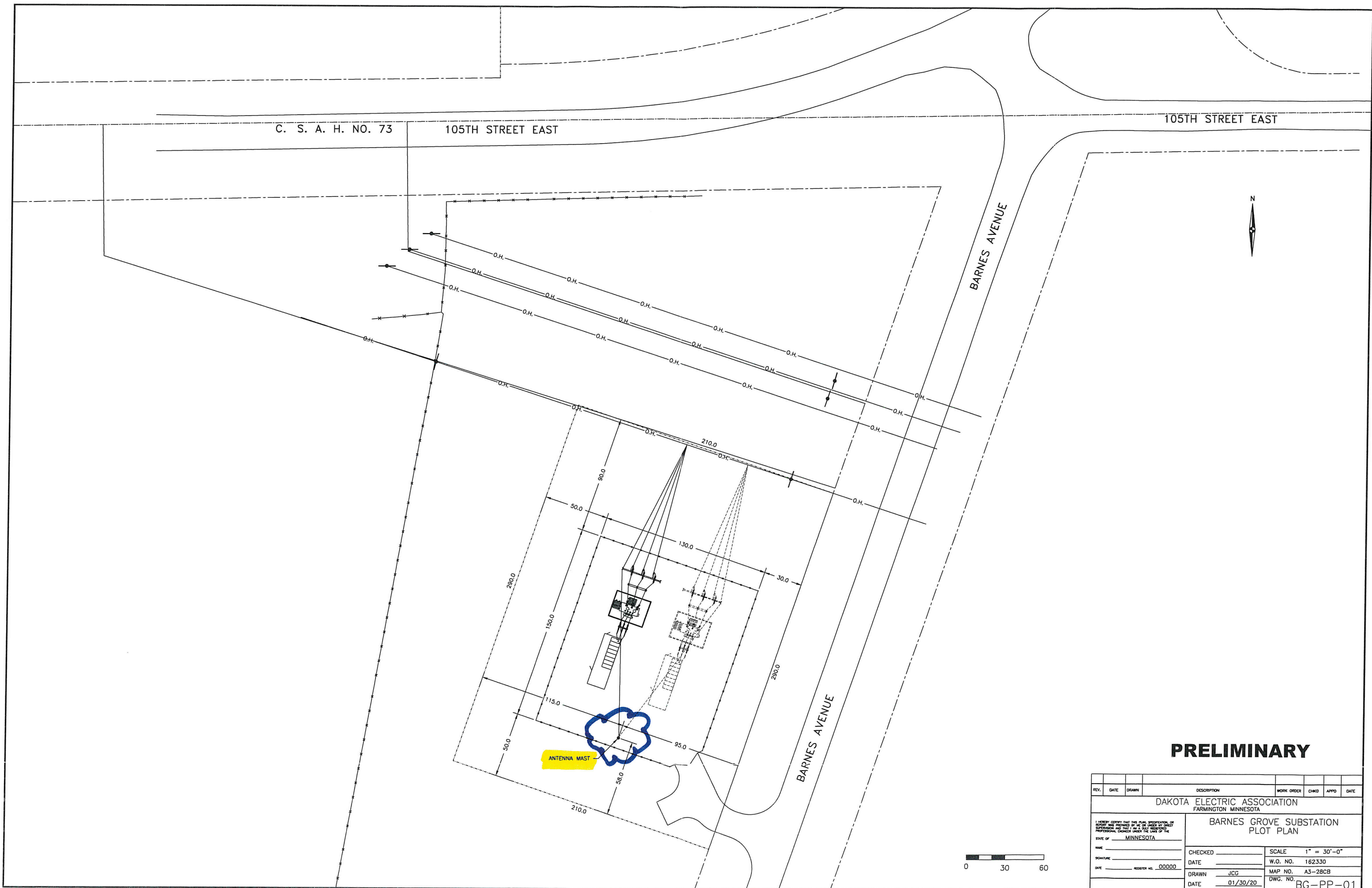
Exhibit A
Zoning and Location Map

Map not to scale

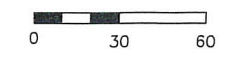
Conditional Use Permit for Communication Antenna at the Rich Valley Substation/Barns Grove Substation

Dakota Electric Association (DEA) is requesting a Conditional Use Permit allow for an antenna pole at a height of 58-feet. This application is being presented due to the earlier application expiring prior to the installation of the original pole that was approved in 2008. DEA is proposing to place the 58-foot antenna pole as a part of the distribution substation in for communication purposed in order to be able to remotely operate the substation from the dispatch center as contact with operations in the field.

This site has been analyzed and it has been determined that the communication antenna would need to be at a height of 58-feet in order to effectively communicate with the offices in Farmington. This will allow for DEA to operate the substation remotely and instantly from the dispatch center rather than sending personal and trucks out to manually operate the system in response to outages. This tower is for the exclusive use of Dakota Electric Association and Great River Energy, the electrical transmission provider.



PRELIMINARY



REV.	DATE	DESCRIPTION	WORK ORDER	CHKD	APPD	DATE
DAKOTA ELECTRIC ASSOCIATION FARMINGTON, MINNESOTA						
BARNES GROVE SUBSTATION PLOT PLAN						
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. NAME _____ SIGNATURE _____ DATE _____ REGISTER NO. 000000			SCALE 1" = 30'-0" W.O. NO. 162330 MAP NO. A3-28CB DWG. NO. BG-PP-01			
CHECKED _____ DATE _____ DRAWN JCG DATE 01/30/20						

GENERAL NOTES:

FINISH: HOT DIPPED GALVANIZED

CLIMBING: NONE

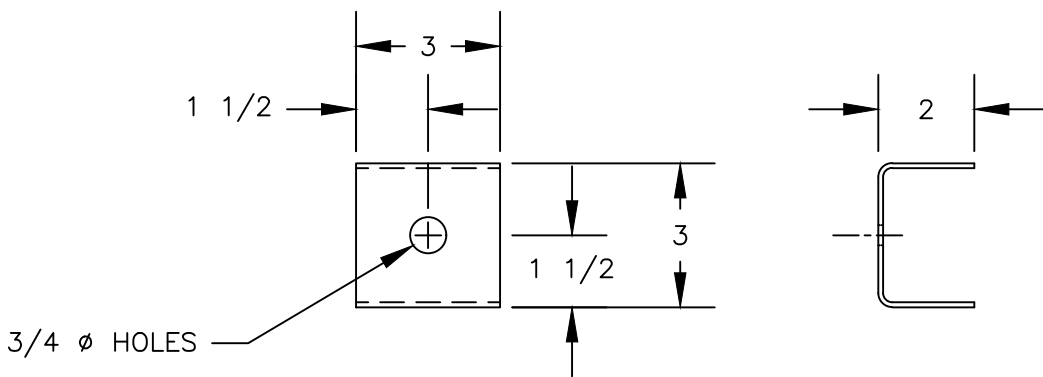
ATTACHMENTS: 1. MAXRAD OMNI ANTENNA
2. ANDREW BROADBAND DIRECTIONAL ANTENNA
3. CELWAVE YAGI/CORNER ANTENNA
4. (3) 7/8" DIA. COAX ANTENNA CABLE
5. (2) 3/8" GUY WIRES 800 LBS. TENSION
6. GROUNDING

100 MPH WIND LOADING

VIBRATION DAMPING: INTERNAL (IF REQUIRED)

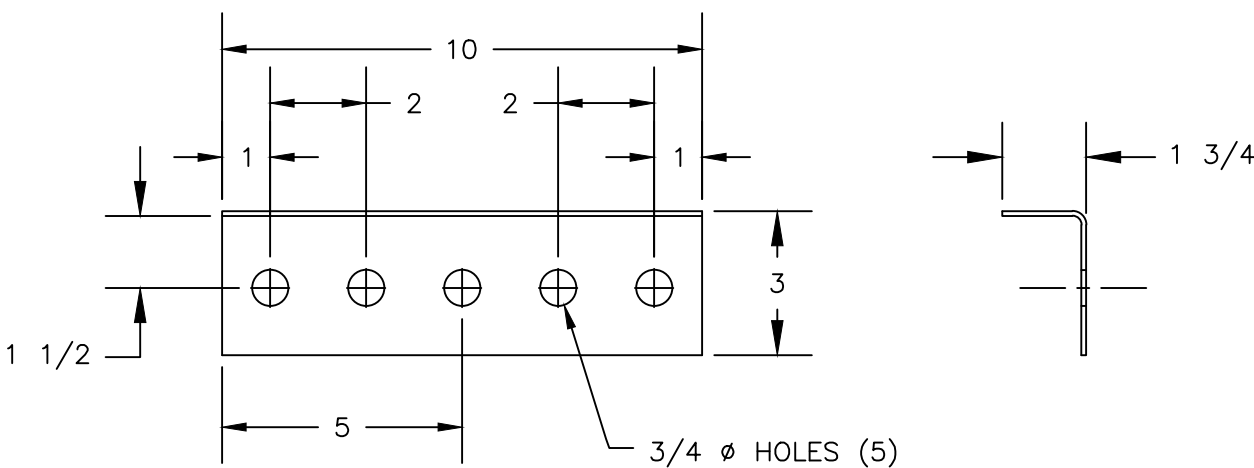
GROUND SLEEVE: 2'-0"

CORROSION PROTECTION: 16 MILS (MIN.) TO EMBEDDED
PORTION CORROCOTE 2
OR EQUAL



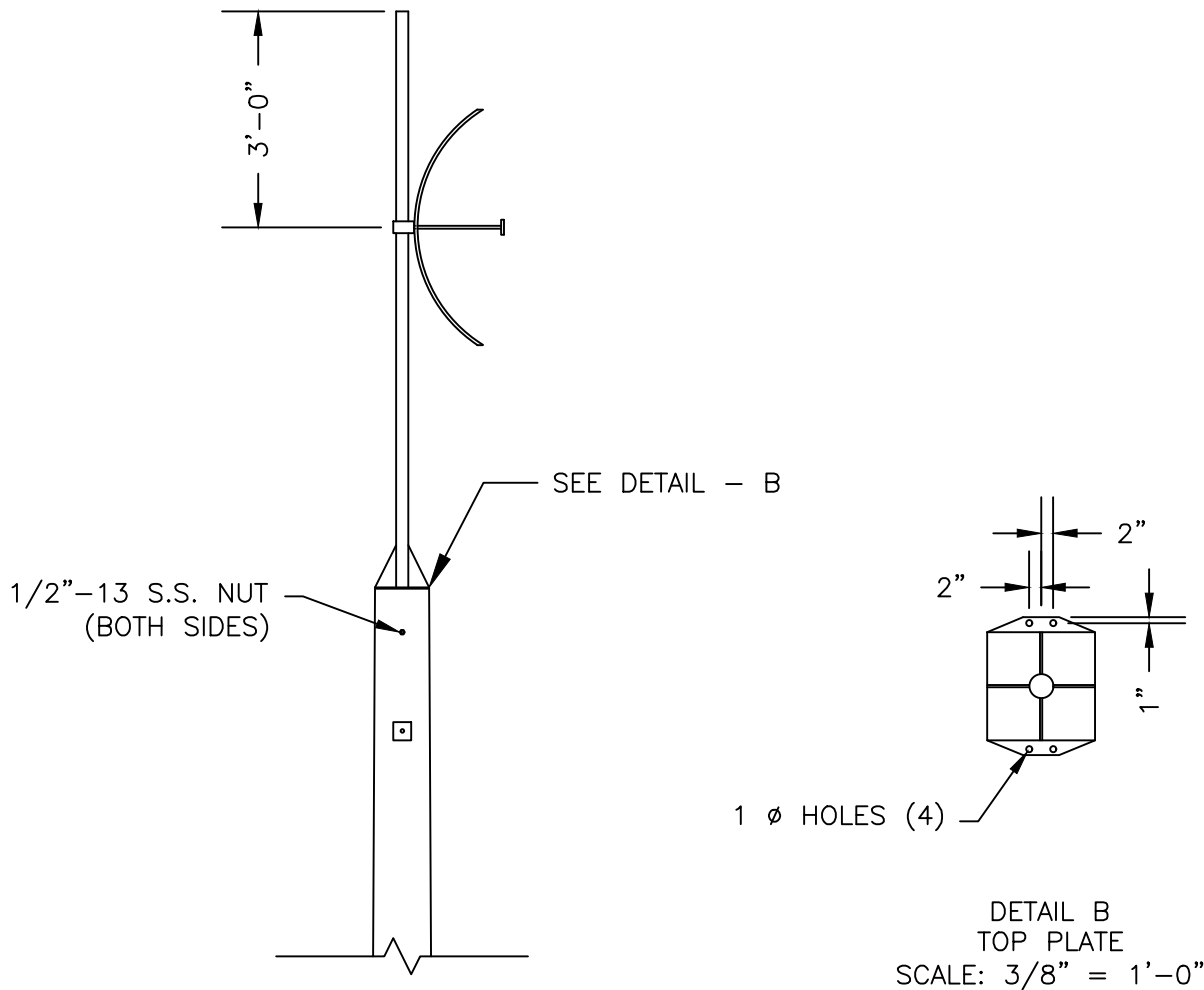
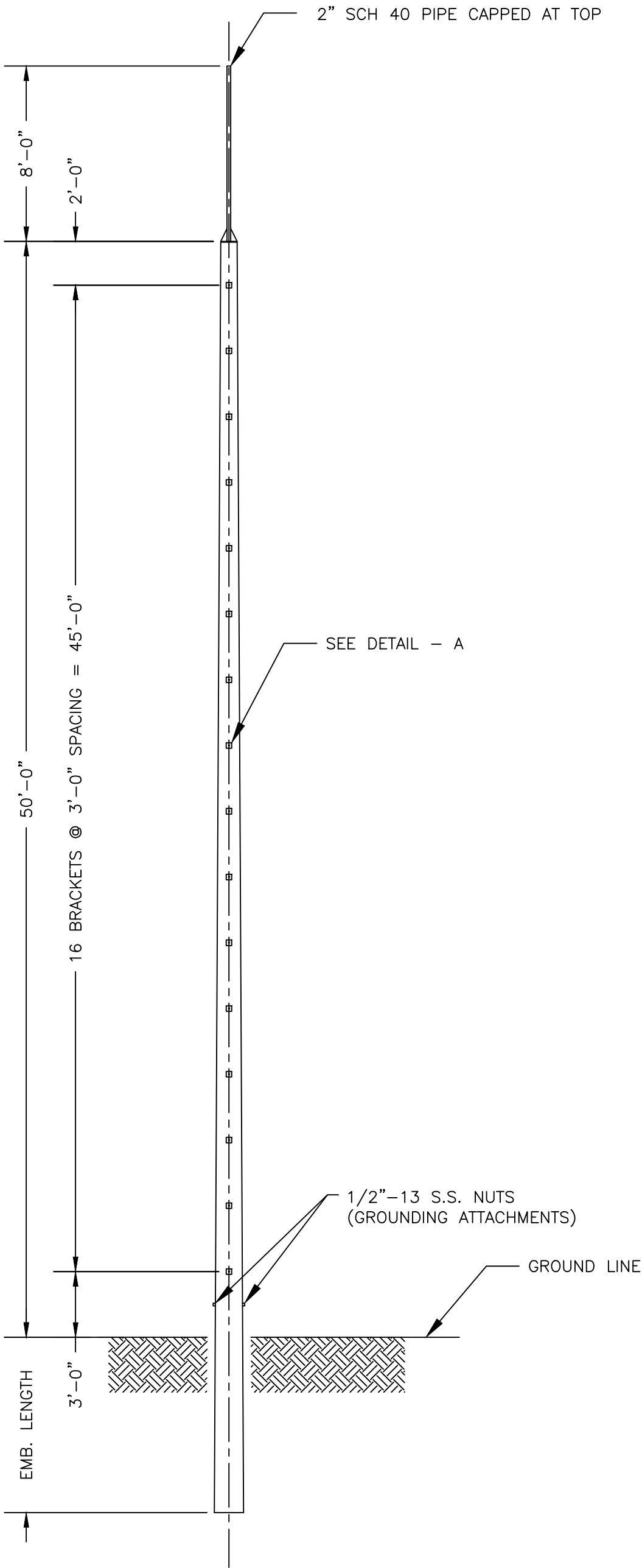
PL 10 GA X 3" X 0'-3"

DETAIL A
COAX CABLE BRACKET
(16 REQUIRED)
SCALE: 1/4" = 1"



PL 10 GA 3" X 2" X 0'-10"

COAX CABLE MOUNT
(16 REQUIRED)
SCALE: 1/4" = 1"



ANTENNA MOUNTING DETAIL
SCALE: 3/8" = 1'-0"

PRELIMINARY

REV.	DATE	DRAWN	DESCRIPTION	WORK ORDER	CHKD	APPD	DATE
DAKOTA ELECTRIC ASSOCIATION FARMINGTON MINNESOTA							
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA				BARNES GROVE SUBSTATION ANTENNA POLE DETAILS			
NAME DAVIN PETERSON				CHECKED		SCALE 3/16" = 1'-0"	
SIGNATURE				DATE		W.O. NO. 162330	
DATE REGISTER NO. 54814				DRAWN JCG		MAP NO. A3-28CB	
				DATE 03/12/20		DWG. NO. BG-SK-04	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Agreement for Professional Services for the Grove Parking Lot Project

Meeting Date: May 11, 2020
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve hiring Kimley Horn and Associates in an amount not to exceed \$27,400 to provide professional services to prepare plans and specifications and provide bidding services for the 2021 Grove parking lot project. The project is funded by the Pavement Management Fund (Fund 440).

SUMMARY

The VMCC and National Guard parking lot were replaced in 2018. The Grove parking lot (along Barbara Ave) needs replacement. Staff is recommending that the City hire Kimley Horn and Associates to help the city prepare plans and specifications for the project so it can be bid in early 2021 for construction in the spring/summer/fall of 2021.

INDIVIDUAL PROJECT ORDER NUMBER 37

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: 2021 Parking Lot Rehabilitation
Veterans Memorial Community Center

General Category of Services: Construction plans and specifications

Specific Scope of Basic Services: Preparation of construction plans and specifications for parking lot rehabilitation/reconstruction at the Veterans Memorial Community Center. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Plans
Project Manual
Engineer's Opinion of Probable Cost

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: May 5, 2020

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 37

2021 PARKING LOT REHABILITATION
VETERANS MEMORIAL COMMUNITY CENTER

We understand the City of Inver Grove Heights is planning to rehabilitate the portion of the eastern existing parking lot at the Veterans Memorial Community Center (VMCC) that was not reconstructed in 2018. This IPO includes topographic survey, final design phase services, and bidding phase services for these improvements. The existing parking lot consists of 73 parking spaces and is shown on attached Map A.

1. TOPOGRAPHIC SURVEY

A Kimley-Horn sub-consultant will obtain topographic survey information for the proposed improvements. The topographic survey will be used to establish pavement elevations in ADA areas and replace sidewalk and curb and gutter as necessary. The following is a summary of the information that will be gathered through the topographic work:

- Surface Features such as Signs, Light Poles, Trees, and Mailboxes
- Existing Top of Curb and Flow Line Elevations
- Existing Building Elevations
- Locate Existing Property Irons and Underground Utilities (Gopher One Call)
- Survey Surface Utilities (Storm Drain, Sanitary Sewer and Watermain Structures)
- Establish Survey Control and Set Project Benchmarks

2. PREPARATION OF CONSTRUCTION DOCUMENTS

A. Site Visit

We will complete one (1) site visit to review the condition of the existing curb and gutter and sidewalk and identify locations where replacement is necessary and recommended. We will review the identified replacement areas with the City and incorporate that work into the final construction documents. A map of the site area is shown on attached Map A.

B. Meetings

We will host a conference call to kick off the project. We have also assumed up to one (1) meeting will be held to review comments on the 90% plans.

C. Preparation of Final Construction Plans

A geotechnical analysis was completed in 2018 and included this portion of the VMCC parking lot. Based on the findings of the geotechnical analysis and discussions with City staff, it is

assumed the parking lot will be rehabilitated through a full depth pavement replacement approach. A full reconstruction is not assumed as necessary but provisions for subgrade repairs will be necessary in the construction documents. It is assumed that no additional geotechnical investigation is necessary.

We will prepare final construction plans for the full-depth pavement replacement of the VMCC parking lot as shown on attached Map A.

The plan sheets listed below are assumed to be included in the final design plans:

- Cover Sheet
- Construction Details and Pavement Insets
- Existing Conditions/Removals/Erosion Control Plan
- Construction, Grading and Drainage Plan

As part of the plan development, we will provide the City with 90% plans for review. Comments received at 90% will be included in the final plan submittal. We will provide the City with one full-size set and a PDF of the plans for each submittal. We will provide the City with one full-size set and all electronic files at the final plan completion stage. We have assumed the project plans will be setup as a publicly bid plan set.

D. Construction Specifications and Opinion of Probable Cost

We will prepare technical special provisions and an overall project manual for the proposed improvements. We will prepare an opinion of probable cost at the 90% submittal and the final submittal for City review.

E. Private Utility Coordination

We will utilize the survey of underground utilities to understand the potential private utility conflicts for the project. We will coordinate with private utility companies ahead of construction if necessary. We have assumed that an in-person meeting with private utilities is not needed for this project but a gopher one call ticket will be requested to confirm the location of underground utilities.

F. Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We have assumed that a pre-bid meeting will not be held. We will field contractor questions related to the project plans and specifications and prepare any necessary addenda. We will also prepare a bid tabulation and a bid summary letter following the bid opening.

Construction phase services are not included in this IPO but can be provided if requested.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 37

2021 PARKING LOT REHABILITATION
VETERANS MEMORIAL COMMUNITY CENTER

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1 Topographic Survey	\$ 4,000
2 Preparation of Construction Documents	\$ 22,000
Subtotal	\$ 26,000
<u>Reimbursable Expenses</u>	<u>\$ 1,400</u>
Total	\$ 27,400

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$27,400 including all labor and reimbursable expenses.

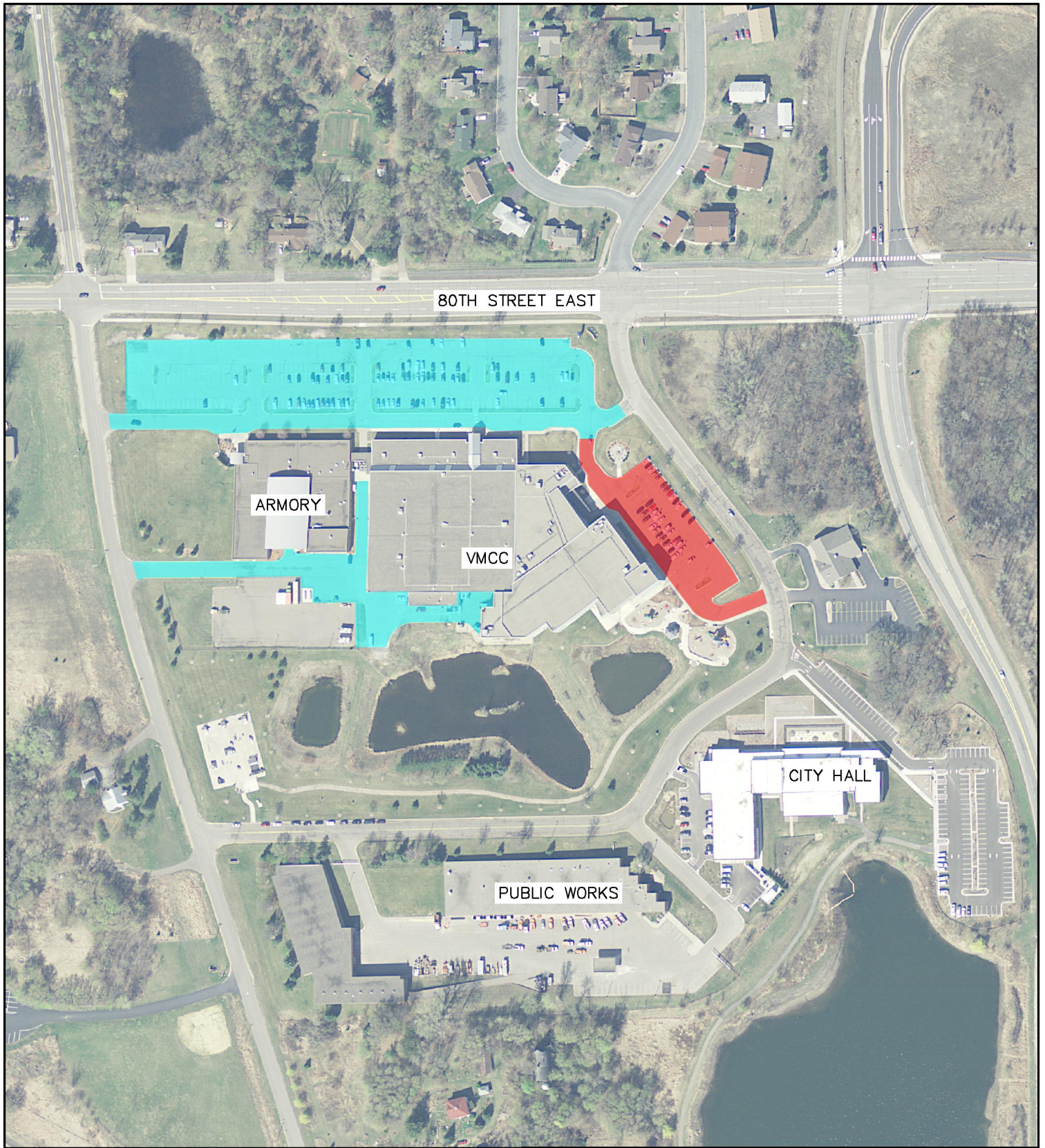
EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 37

2021 PARKING LOT REHABILITATION
VETERANS MEMORIAL COMMUNITY CENTER

The following is a summary of the proposed schedule for the project:

Notice to Proceed	June 2020
Final Design Plans	June 2020 – November 2020
Bid Opening	December 2020/January 2021
Begin Construction	May 2021



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

Kimley»Horn

767 N EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

LEGEND

-  2018 PARKING LOT RECONSTRUCTION
-  2021 PARKING LOT RECONSTRUCTION AREA



0 60 120 240
HORIZONTAL
SCALE IN FEET

**MAP A - PROPOSED VMCC
PARKING LOT IMPROVEMENTS**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contractor for Door Replacement Project

Meeting Date: May 11, 2020
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve hiring Twin Cities Door in an amount not to exceed \$30,000 to replace several doors and frames in the VMCC/Grove that are beyond repair. The project is funded by the VMCC/Grove budget.

SUMMARY

The City has secured two quotes to replace several doors/frames around the VMCC/Grove as follows:

Twin Cities Door	\$28,900
Kendal Door	\$35,611

The doors and frames being replaced are beyond repair.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contractor for VMCC/Grove Aquatic Controller Replacement Project

Meeting Date: May 11, 2020
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve hiring Aqua Logic in an amount not to exceed \$15,000 to replace chemical controllers for the pools at the VMCC/Grove. The project is funded by the VMCC/Grove budget.

SUMMARY

The City has secured two quotes to replace chemical controllers at the VMCC/Grove as follows:

Horizon Pool	\$14,105
Aqua Logic	\$11,885

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Receive Proposals and Accept Quote for Fire Hydrant Reconditioning

Meeting Date: May 11, 2020
Item Type: Consent
Contact: Dan Helling, 651-450-2565
Prepared by: Dan Helling, Utility Superintendent
Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Receive proposals and accept quote for fire hydrant reconditioning.

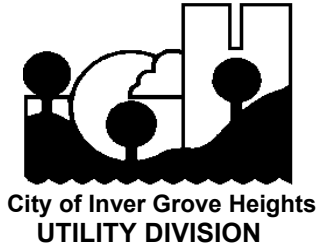
SUMMARY

Each year a number of our fire hydrants are reconditioned to extend their service life. The Utilities Superintendent requested and received proposals from three vendors for sandblasting and repainting 150 hydrants (see attached memo).

I recommend that the Council receive the proposals and accept the proposal from Champion Tank Services, LLC of \$125 per hydrant for a total of \$18,750. Funding will come from the Water Operating Fund (501.50.7100.512.40043).

SDT/kf

Attachment: Memo with proposals



MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

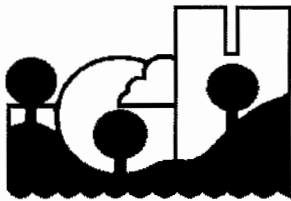
SUBJECT : **2020 Fire Hydrant Reconditioning**

DATE : May 4, 2020

Attached are three proposals for the reconditioning of approximately 150 fire hydrants. The Utilities Department would like to continue to improve the condition of fire hydrants throughout the city that have deteriorated due to the elements.

The contractor that is chosen will be required to sandblast each hydrant down to bare metal, and then apply two coats of Envirolastic 840 DTM High Gloss Polyaspartic urethane, fire hydrant red.

Champion Tank Services LLC, from Elko New Market, would be able to meet the required specifications at \$125.00 per fire hydrant. The cost for this project would be covered in the water fund 501.50.7100.512. 40043. With your approval I would like to get them scheduled to do the work this summer.



City of Inver Grove Heights
Utility Division

2020 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants Unit Price

Includes all necessary labor, equipment, materials, and taxes: \$125 per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: _____

In submitting this proposal, it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date April 29, 2020

Submitter,

Champion Tank Services LLC

Firm Name

Robert Cox

Signature

Robert Cox, President

Printed Name of Signer

4955 Wilderness Lake Circle

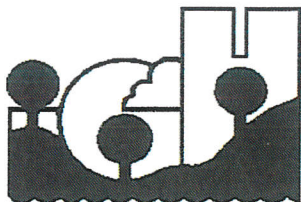
Elko New Market, MN 55020

Address

612-845-5327

Telephone

Providing Water and Wastewater Service Since 1965



City of Inver Grove Heights
Utility Division

2020 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants

Unit Price

Includes all necessary labor, equipment, materials, and taxes:

136.00 per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: _____

In submitting this proposal, it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date 4-21-2020

Submitter, _____

Budget Sandblasting & Painting, Inc.
Firm Name

Steven P. Barry
Signature

Steven P. Barry
Printed Name of Signer

6202 Concord Blvd. F.G.H. MN 55076
Address

651-450-7992
Telephone

Providing Water and Wastewater Service Since 1965



City of Inver Grove Heights
Utility Division

2020 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants

Unit Price

Includes all necessary labor, equipment, materials, and taxes:

\$254.⁰⁰ per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: _____

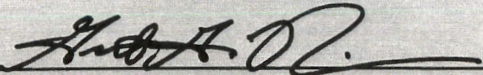
In submitting this proposal, it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date April 8, 2020

Submitter,

R#H PAINTING, LLC

Firm Name



Signature

GRANT G. RAISANEN

Printed Name of Signer

15725 US Hwy 12 SW
COKATO, MN 55321

Address

612.703.4869 (cell) 320.286.2471

Telephone

(office)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair

Meeting Date: May 11, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

JM

SB

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other: Pavement Management Fund (440)

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

SUMMARY

The improvements were ordered in response to a storm sewer failure that had washed out the slope below the Highway 52 trail, between 68th Street and Highway 52. The contract was awarded in the amount of \$41,115.00 to Valley Rich Co., Inc. on May 28, 2019 for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

Final Compensating Change Order No. 1, in the amount of \$(2,475.00), is to balance the contract amount with the work satisfactorily completed for final payment.

I recommend approval of Final Compensating Change Order No. 1 in the amount of \$(2,475.00), for a total contract amount of \$38,640.00, and Final Pay Voucher No. 2 in the amount of \$4,307.00 for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

JDM/nwh

Attachments: Final Compensating Change Order No. 1
 Final Pay Voucher No. 2
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

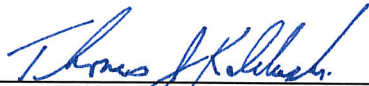
ESTIMATE NO: Two (2)
DATE: May 11, 2020
PERIOD ENDING: April 30, 2020
CONTRACT: 2019 Stormwater Utility Fund
PROJECT NO: 2019-04 – 68th Street Storm Sewer Outfall Repair

TO: Valley Rich Co., Inc.
147 Johnathan Blvd. N. – Suite 4
Chaska, MN 55138

Original Contract Amount.....\$41,115.00
Total Addition..... \$0.00
Total Deduction..... \$(2475.00)
Total Contract Amount.....\$38,640.00
Total Value of Work to Date.....\$38,640.00
Less Retained (5%) \$0.00
Less Previous Payment.....\$34,333.00
Total Approved for Payment this Voucher..... \$4,307.00
Total Payments including this Voucher\$38,640.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through April 30, 2020.

Signed by:  May 11, 2020
Thomas J. Kaldunski, City Engineer

Signed by: _____
Valley Rich Co., Inc. Date

Signed by: _____
George Tourville, Mayor May 11, 2020

FINAL COMPENSATING CHANGE ORDER NO. 1

2019 Storm Water Utility Fund

City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	May 11, 2020
Contractor:	Valley Rich Co., Inc. 147 Johnathan Blvd. N. – Suite 4 Chaska, MN 55138	Engineer:	Jake Moser, P.E.

PURPOSE OF CHANGE ORDER

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

Total Value of Work Completed to Date	\$38,640.00
Contract Amount to Date	\$41,115.00
Final Compensating Change Order Amount	\$(2,475.00)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$41,115.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$41,115.00	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$(2,475.00)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$38,640.00	Contract Time with Approved Change None
Recommended By: 	Approved By:
Nick Hahn, Senior Engineering Technician	Valley Rich Co., Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

May 11, 2020

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2019-04 – 68TH STREET STORM SEWER OUTFALL REPAIR

May 11, 2020

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

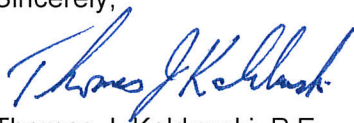
This is to advise you that I have received the work under contract to Park Construction Company. The work consisted of a street reconstruction and water and sewer improvements.

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

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

ORIGINAL CONTRACT PRICE	\$41,115.00
CHANGE ORDERS	\$(2,475.00)
FINAL CONTRACT AMOUNT	\$38,640.00
FINAL VALUE OF WORK	\$38,640.00
PREVIOUS PAYMENTS	\$34,333.00
BALANCE DUE	\$4,307.00

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF VALLEY RICH CO., INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$4,307.00**

CITY PROJECT NO. 2019-04 – 68TH STREET STORM SEWER OUTFALL REPAIR

RESOLUTION NO. 2020-80

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 28, 2019, Valley Rich co., Inc., satisfactorily completed improvements and appurtenances for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

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

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

Adopted by the City Council of Inver Grove Heights this 11th day of May 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

FINAL PAY ESTIMATE #2								
VALLEY RICH CO., INC.								
2019-04 68TH STREET STORM SEWER OUTFALL REPAIR								
DATE:		4/28/2020						
BY:		NWH						
FILEPATH:		\\IGH-City1\Data\PublicWorks\Engineering\PROJECTS - PUBLIC\2019 - PROJECTS\2019-04 68th Street Storm Sewer Repair\PAY ESTIMATE.w\2019-04 PayEstimates.xlsx						
SCHEDULE A: SITEWORK & SLOPE STABILIZATION								
ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	QUANTITY TO DATE	CONTRACT COST TO DATE
1	2021.501	MOBILIZATION	LS	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00
2	2101.502	CLEARING	TREE	\$ 200.00	7	\$ 1,400.00	7	\$ 1,400.00
3	2101.507	GRUBBING	TREE	\$ 400.00	4	\$ 1,600.00	4	\$ 1,600.00
4	2105.507	COMMON EXCAVATION	CY	\$ 30.00	80	\$ 2,400.00	80	\$ 2,400.00
5	2105.507	COMMON BORROW	CY	\$ 50.00	10	\$ 500.00	10	\$ 500.00
6	2573.503	SILT FENCE, TYPE MS	LF	\$ 5.00	260	\$ 1,300.00	260	\$ 1,300.00
7	2573.503	SILT CURTAIN	LF	\$ 10.00	100	\$ 1,000.00	0	\$ -
8	2574.507	COMMON TOPSOIL BORROW, 4" THICK, CV	CY	\$ 65.00	15	\$ 975.00	0	\$ -
9	2575.501	TURF ESTABLISHMENT	LS	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
10	2105.507	STABILIZING AGGREGATE (3"- CRUSHED LIMESTONE)	CY	\$ 100.00	10	\$ 1,000.00	10	\$ 1,000.00
								\$ -
								\$ -
TOTAL SCHEDULE A: SITEWORK & SLOPE STABILIZATION						\$ 16,675.00		\$14,700
SCHEDULE B: STORM SEWER								
ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	QUANTITY TO DATE	CONTRACT COST TO DATE
11	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 500.00	1	\$ 500.00	1	\$ 500.00
12	2104.503	REMOVE SEWER PIPE (STORM)	LF	\$ 30.00	20	\$ 600.00	20	\$ 600.00
13	2501.515	24" RC PIPE APRON	EACH	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00
14	2503.503	15" RC PIPE SEWER CLASS 5 (ALL JOINTS TIED)	LF	\$ 170.00	37	\$ 6,290.00	37	\$ 6,290.00
15	2503.503	24" RC PIPE SEWER CLASS 4 (ALL JOINTS TIED)	LF	\$ 310.00	20	\$ 6,200.00	20	\$ 6,200.00
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
17	2511.502	RIP RAP CL. 4	CY	\$ 150.00	8	\$ 1,200.00	8	\$ 1,200.00
18	2503.602	CONNECT TO EXISTING STORM SEWER	EA	\$ 750.00	1	\$ 750.00	1	\$ 750.00
19	2105.504	GEOTEXTILE FILTER FABRIC	SY	\$ 10.00	40	\$ 400.00	40	\$ 400.00
20	SPECIAL	FLEX STAKE MARKING POST	EA	\$ 500.00	1	\$ 500.00	0	\$ -
								\$ -
								\$ -
						\$ 24,440.00		\$23,940
CONSTRUCTION SUBTOTALS						AMOUNT		AMOUNT
SCHEDULE "A" - SITEWORK & SLOPE STABILIZATION						\$ 16,675.00		\$ 14,700.00
SCHEDULE "B" - STORM SEWER						\$ 24,440.00		\$ 23,940.00
FINAL COMPENSATING CHANGE ORDER NO. 1						\$ (2,475.00)		
TOTAL						\$ 38,640.00		\$ 38,640.00

Contract Work Completed to Date	\$	38,640.00
Retainage (0%)	\$	-
Previous Payment	\$	34,333.00
Amount Due this Final Payment #2	\$	4,307.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of a Joint Powers Agreement (JPA) with Dakota County for Milling, Bituminous Overlay, and City Utility Repairs for City Project No. 2020-09F– Utility Improvements for 2020 County Mill and Overlay

Meeting Date: May 11, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Stormwater Utility Fund, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving of a Joint Powers Agreement (JPA) with Dakota County for Milling, Bituminous Overlay, and City Utility Repairs for City Project No. 2020-09F– Utility Improvements for 2020 County Mill and Overlay.

SUMMARY

Dakota County plans to resurface several county highway segments within the City of Inver Grove Heights for the Dakota County 2020 Overlay. The project was initiated by Dakota County in September 2019.

City engineering staff reviewed the project area utilities and prepared plans that were incorporated into the County plans and specifications. The City utility plans were included with the Dakota County overlay project bid April 7, 2020. Dakota County will award the award and administer the contract per the JPA.

The low bid for the City-share for utility repairs and improvements is \$288,000 per the JPA. The estimated total project cost for City Project No. 2020-09F is \$346,000 including a construction contingency and legal, engineering, administrative and finance costs up to 20%.

The JPA states the City is responsible for all sanitary sewer and watermain repair and improvement costs for the project. The storm sewer repair and improvement costs are shared between the County and City per existing agreements. A comprehensive funding package is proposed to include the stormwater utility funds, water fund, and sewer funds.

The document has been reviewed by City staff and the City Attorney. The agreement will result in utility maintenance cost savings for the City. I recommend the City Council adopt the resolution approving the JPA with Dakota County for Milling, Bituminous Overlay, and City Utility Repairs for City Project No. 2020-09F– Utility Improvements for 2020 County Mill and Overlay, and authorizing the Public Works Director and Mayor to execute it on the City's behalf.

JDM/jm

Attachments: Resolution
 Location Map
 Joint Powers Agreement

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

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT DAKOTA COUNTY FOR MILLING
BITUMINOUS OVERLAY AND CITY UTILITY REPAIRS FOR CITY PROJECT 2020-09F – UTILITY
IMPROVEMENTS FOR 2020 COUNTY MILL AND OVERLAYS**

RESOLUTION NO. 2020-81

WHEREAS, Dakota County, and the City Engineer have approved the final plans and construction documents for City Project No. 2020-09F; and

WHEREAS, the City and County have drafted a Joint Powers Agreement to be executed by the two parties; and

WHEREAS, the City and County have agreed to provide the necessary funding based on the Joint Powers Agreement prepared by the County Attorney.

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

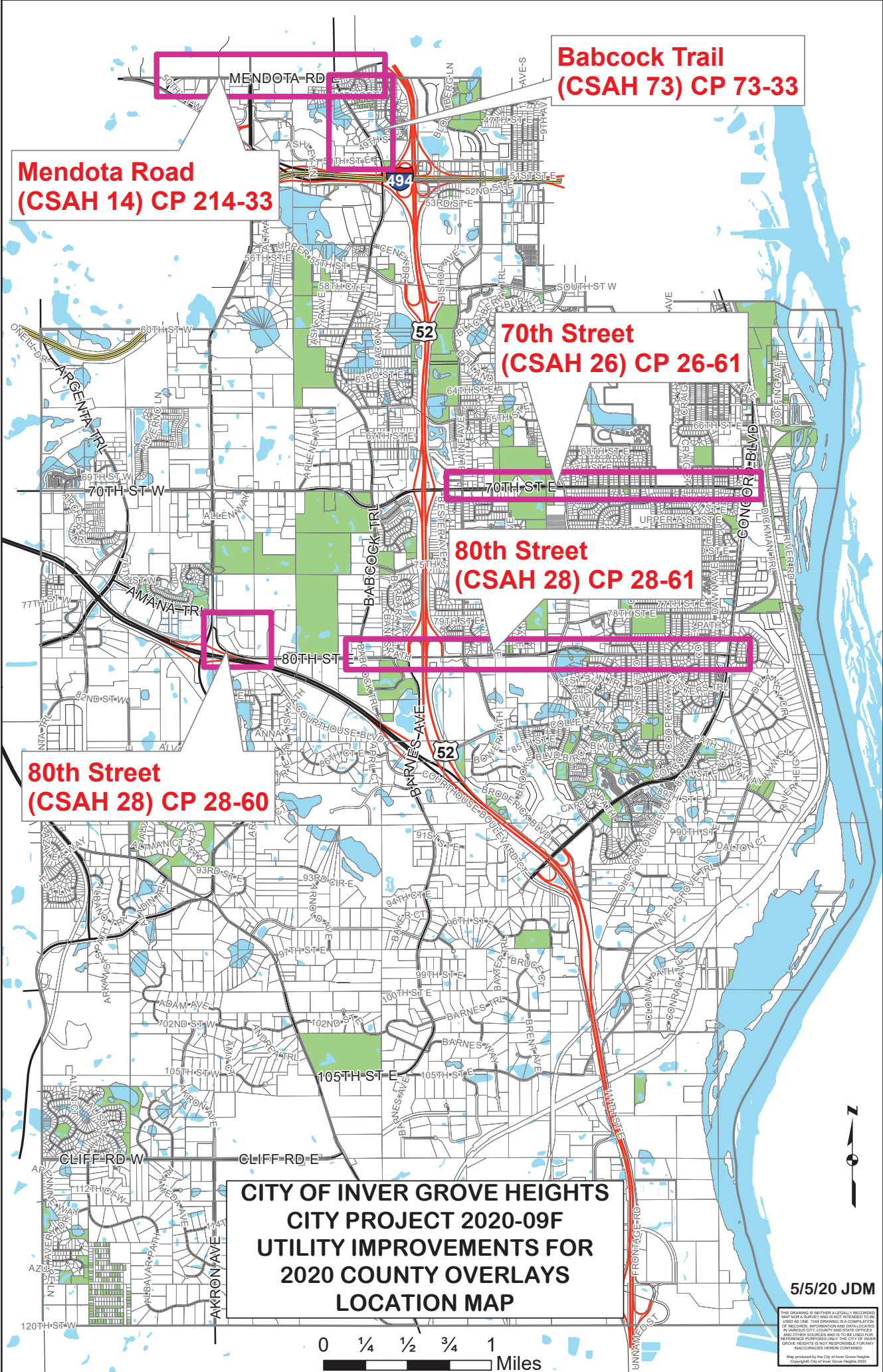
1. The Joint Powers Agreement with Dakota County for Milling, Bituminous Overlay, and City Utility Repairs for City Project No. 2020-09F– Utility Improvements for 2020 County Mill and Overlay is hereby approved.
2. The Public Works Director, Mayor, City Attorney and City Engineer are hereby authorized to execute the agreement on the City's behalf.
3. The City will be responsible for all sanitary sewer and watermain costs per the fore mentioned agreement.

Adopted by the City Council of Inver Grove Heights this 11th day of May 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



JOINT POWERS AGREEMENT FOR
MILLING, BITUMINOUS OVERLAY, AND CITY UTILITY REPAIRS

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

COUNTY PROJECTS 14-33, 26-61, 28-61 & 73-33

CITY PROJECT 2020-09F

SYNOPSIS: Dakota County Transportation Department and the City of Inver Grove Heights agree to include the necessary sanitary sewer structure and water system repairs in the resurfacing of:

County State Aid Highway 14 (Mendota Road) from State Highway 62 to State Highway 52, County Project 14-33; County State Aid Highway 26 (70th Street) from Cahill Avenue to County State Aid Highway 56 (Concord Boulevard), County Project 26-61; County State Aid Highway 28 (80th Street) from County State Aid Highway 73 (Babcock Trail) to County State Aid Highway 56 (Concord Boulevard), County Project 28-61; and County State Aid Highway 73 (Babcock Trail) from Interstate 494 Bridge to County State Aid Highway 14 (Mendota Road), County Project 73-33, all in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City".

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County desires to resurface County State Aid Highway (CSAH) 14 (Mendota Road), County State Aid Highway 26 (70th Street), County State Aid Highway 28 (80th Street), and County State Aid Highway 73 (Babcock Trail) in Inver Grove Heights, County Projects 14-33, 26-61, 28-61, and 73-33 (the "Project"); and

WHEREAS, the City desires to repair sanitary sewer structures and water systems along these County State Aid Highways; and

WHEREAS, it is considered mutually desirable to include the necessary City sanitary sewer structure and water system repairs in County Projects 14-33, 26-62, 28-61, and 73-33; and

WHEREAS, the County and the City have included this Project in their Capital Improvement Programs and will jointly participate in the costs of said highway resurfacing, sanitary sewer structure repairs, and water system repairs.

NOW, THEREFORE, it is agreed that the County and the City will share responsibilities and costs associated with County highway resurfacing, sanitary sewer structure repairs, water system repairs, and related activities as described in the following sections:

1. County highway resurfacing. The County shall be solely responsible for the costs of the milling and bituminous overlay resurfacing of CSAH 14, CSAH 26, CSAH 28, and CSAH 73.
2. Sanitary Sewer – City Utility Repairs. The City shall be responsible for all costs associated with the utility repairs to sanitary sewer and water systems in the Project. The City shall be responsible for inspecting and approving the utility work. Further, the City shall be responsible for the maintenance of all such facilities after the completion of the Project.

3. Plans, Specifications, and Award of Contract. The County shall prepare the complete milling and paving plans and specifications and contract documents for County Projects 14-33, 26-61, 28-61, and 73-33 consistent with State Aid design standards and the Dakota County Transportation Plan. The City shall be responsible for inventorying and identifying necessary sanitary sewer system and water system repairs and preparing plans and technical specifications to be incorporated into the County's plans and specifications. The repair plans shall be in accordance with City standards unless the City and County mutually agree on the alternative specifications. The County Board will award the contract for construction to the lowest responsible bidder in accordance with state law.

4. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the project work progresses and when certified by the County Engineer. The County will bill the City for the City share of project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work. By submitting a written request from the Authorized Representative, the City agrees to pay their share of project costs in accordance with this Agreement.

5. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

6. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. In no event will this Agreement continue in effect after December 31, 2021, unless the parties mutually agree to an extension of the project term.

7. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by the Authorized Representatives of each Party prior to execution of work. Both Parties shall endeavor to provide

timely approval of change orders and supplemental agreements so as not to delay construction operations.

8. Final completion. Final completion of a construction project must be approved by both the County and the City.

9. Pavement Maintenance. Upon acceptance of a project by the County and City, the County shall be responsible for all pavement maintenance within County right of way unless necessitated by a failure of a City utility system or installation of new facilities.

10. Subsequent Excavation. After completion of a project, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

11. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, and State statutes as applicable to carrying out the work contemplated in this Agreement unless amended by the contract specifications.

12. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain

separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

13. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

14. Audits. Pursuant to Minnesota Statutes Section 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

15. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.

16. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Mark Krebsbach (or successor)
Dakota County Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7100
mark.krebsbach@co.dakota.mn.us

Tom Kaldunski (or successor)
City of Inver Grove Heights Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2572
tkaldunski@invergroveheights.org

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By: _____
Physical Development Director

Date: _____

APPROVED AS TO FORM:



Assistant County Attorney
Date: April 14, 2020
KS-2020-00177

COUNTY BOARD RESOLUTION

No. 20-099 Date: February 25, 2020

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Storm Water Grant Funding for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements

Meeting Date: May 11, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider resolution approving cost share contract with Dakota County Soil and Water Conservation District for storm water grant funding for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

SUMMARY

Staff reached out to Dakota County Soil and Water Conservation District (SWCD) for availability of storm water grant funds for the proposed improvements. The SWCD has secured \$25,000 for grant cost share funds for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements. The proposed storm water management facilities remove sediment, floatables and contaminants to improve the water quality to the DNR Lakes from storm water run-off related to the 62nd Street, Bacon Avenue and 62nd Street neighborhood. Staff is requesting Council support to complete the application process and execute the agreements.

The Dakota County SWCD staff has three storm water quality improvements that are grant eligible:

- (1) the 60th Street hydrodynamic separator for \$17,000, and
- (2) the 62nd Street hydrodynamic separator for \$17,000, and
- (3) the Bacon Avenue hydrodynamic separator for \$17,000.

This grant funding is being administered by the Dakota County SWCD. The project factsheets and cost share agreement documents prepared by the SWCD are attached.

Funding for the storm water facility improvements will come from SWCD grant with cost share funds from the City through the pavement management fund, franchise fee fund and assessments. The cost share is estimated at \$26,000 City and \$25,000 SWCD grant for a total cost of \$51,000.

I recommend adoption of the resolution approving the cost share grant contract with Dakota County Soil and Water Conservation District for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

SWD/kf

Attachments: Resolution
 Factsheet
 Cost Share Contract Documents

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING A COST SHARE CONTRACT WITH THE DAKOTA COUNTY SOIL AND
WATER CONSERVATION DISTRICT FOR A STORM WATER GRANT FOR CITY PROJECT NO.
2016-09G – 60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS**

RESOLUTION NO. 2020-82

WHEREAS, as part of the City's 2019 Pavement Management Program, City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements, three hydrodynamic separators have been identified for construction: and

WHEREAS, Staff reached out to Dakota County Soil and Water Conservation District (SWCD) for availability of storm water grant funds for the proposed improvements to improve storm water quality in the neighborhood: and

WHEREAS, The Dakota County SWCD has secured a \$25,000 in grant cost share funds for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements;

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

1. The City is authorized to enter a Cost Sharing Contract with the Dakota County Soil & Water Conservation District (SWCD) relating to \$25,000 in storm water grant funding for \$51,000 in storm water facility improvements for Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.
2. The project funding will consist of SWCD grant funds and City Pavement Management Funds, Franchise Fee Funds and assessments.
4. The City Engineer, or Assignee, are hereby authorized to execute the attached Cost Share Contract.

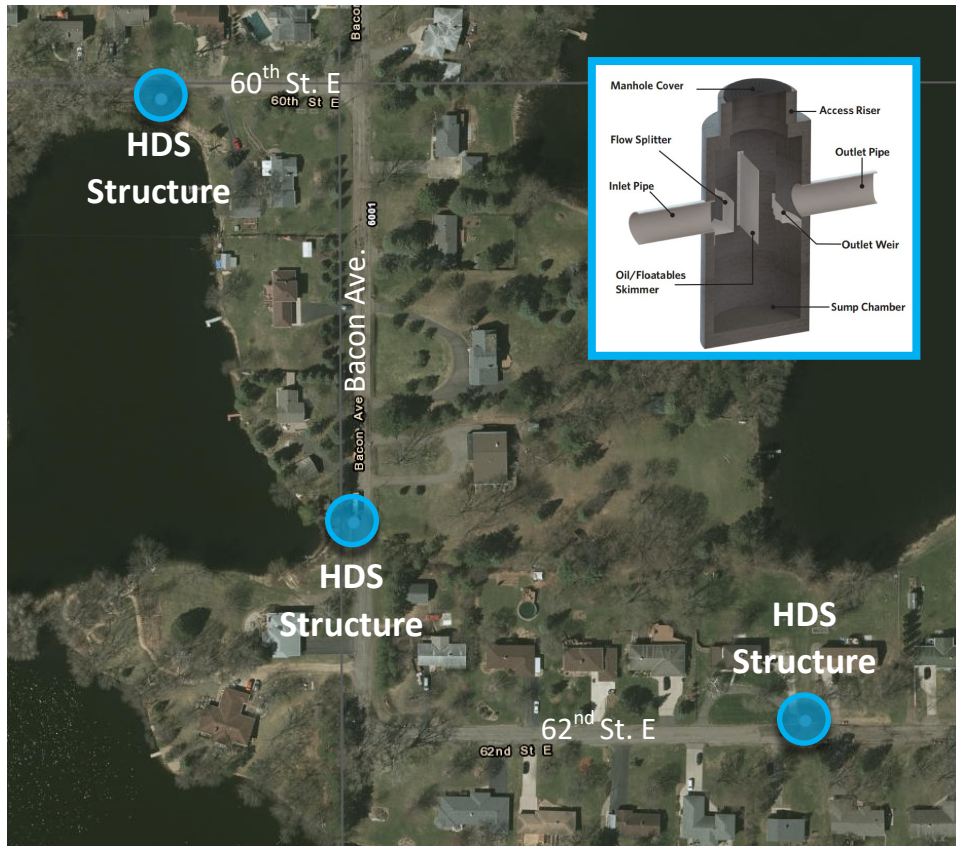
Adopted this 11th day of May 2020 by the City Council of Inver Grove Heights.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS - BACON AVE UNDERGROUND HYDRODYNAMIC SEPARATORS



PRACTICES:

- Hydrodynamic Separator (HDS)

BENEFITS:

- 10.9 tons of sediment per year prevented from traveling downstream
- 3.11 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Dakota County
- City of Inver Grove Heights
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Mississippi River

RECEIVING WATERS:

- MN DNR Waterbodies

INSTALLATION:

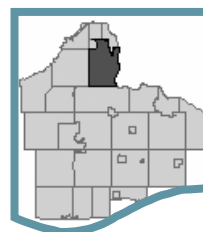
- Summer 2020

PROJECT: The City of Inver Grove Heights will implement a full street reconstruction of 60th St. East, 62nd St. East, and Bacon Ave. As part of this project, the City will voluntarily install three SciClone hydrodynamic separator (HDS) stormwater treatment structures. The stormwater best management practices are strategically placed to maximize capture of sediment and phosphorus prior to entering nearby DNR waterbodies.

FUNDING:	Estimated Project Cost:	\$51,000
	Cost Share Amount:	\$25,000
	Landowner Amount	\$26,000



LOCATION:
Bacon Avenue
Inver Grove Heights



PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: 	Contract Number: 20-CIF-02	Other state or non-State funds? ☐ YES ☒ No	Amendment ☐ Board Meeting Date(s):	Canceled ☐ Board Meeting Date(s):
--	--	---	--	---

*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Steve Dodge, P.E.	Address 8150 Barbara Ave.	City/State/Zip Code Inver Grove Heights, MN 55077	Project Name Bacon Ave. Stormwater BMPs
--	---	---	---

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Project Address 60th St. E. & Bacon Ave. Inver Grove Heights, MN 55077	Township Name:	Township No:	Range No.:	Section No.	1/4	1/4,1/4
--	----------------	--------------	------------	-------------	-----	---------

Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA_NRCS Field Office Technical Guide (where applicable)

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the Dakota County SWCD Board, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11-15-2020, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 0.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is:

570 Stormwater Runoff Control

Eligible Component Standards & Names 620 Underground Outlet	Engineered Practice: ☒	Total Project Cost Estimate
	Ecological Practice: ☐	\$51,000.00

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
------	-------------------------------

Amount Authorized for Financial Assistance

The Dakota County SWCD Board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$25,000.00	Conservation Initiative Funding (CIF)	

Board Meeting 05-14-2020	Authorized Signature	Total Amount Authorized \$25,000.00
------------------------------------	----------------------	---

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

COST SHARE APPLICATION

Program Type: ___ CCS X CIF ___ CCP ___ IPP ___ NPR

1. Land Occupier (Applicant)

Name/Title: Steve Dodge, P.E.
 Organization: City of Inver Grove Heights
 Address: 8150 Barbara Ave. Inver Grove Heights, MN 55077
 Phone/email: (651) 450-2541
 Contact: Steve Dodge, P.E. (651) 450-2541

*The SWCD will not share email addresses but may use addresses periodically to contact project partners regarding SWCD initiatives.

2. PROJECT LOCATION

Address/City/Township Name 60th St. E. & Bacon Ave. Inver Grove Heights, MN 55077
 1/4 section ___ Section ___ Township ___ Range ___

3. PROJECT DESCRIPTION, PLAN SKETCHES, AND PHOTOS (attach additional pages as necessary)

Installation of three SciClone hydrodynamic separator stormwater treatment structures. The City of Inver Grove Heights will implement a full street reconstruction of portions of 60th Street East, 62nd Street East, and Bacon Avenue. As part of the larger project, the City will voluntary install three underground SciClone hydrodynamic separator storm sewer structures, which are placed strategically to maximize capture of sediment prior to entering nearby DNR waterbodies. These cylindrical buried chambers allow sediment to settle out of stormwater as it passes through the system.

4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT (attach additional pages as necessary)

Based on the Sizing Hydrodynamic Separators and Manholes (SHSAM) stormwater model, approximately 10.90 t/y of sediment, and 3.11 lbs./y of phosphorus will be prevented from entering the Mississippi Direct Watershed of the Mississippi River.

5. BUDGET SUMMARY AND REQUESTED AMOUNT (See attached cost estimate for details)

Total Estimated Project Value is:	\$51,000.00	
Funding Amount Requested From District is:	\$25,000.00	49.0%
Value of Match Provided by Applicant is:	\$26,000.00	51.0%
Other:	\$0.00	0.0%

6. OTHER FUNDING SOURCES

State ___ USDA ___ Watershed ___ Other ___

7. OPERATION AND MAINTENANCE Are you willing to follow an Operation and Maintenance Plan prepared by the SWCD at your own expense? ___ Yes ___ No

8. Are you willing to allow a small sign to be placed near the project and site visits? ☐ Yes ___ No ☐

9. CONSERVATION PLANNING QUESTIONS

Questions pertain to the parcel where the project is located, and any adjacent parcels owned or operated by the applicant.

	Yes	No	N/A
Is this project being completed to meet regulatory requirements of a different program?		X	
Are there identified wetlands on the application property?		X	
Do you have a registered feedlot?			X
Do state or local buffer rules apply to the application property?		X	
Does the application property contain an irrigation well? If so, does it have a DNR water appropriations permit?			X
Is there existing upland treatment upstream from the proposed project?			X
Is there drain tile on the application property? If so, where are the outlets located?			X
Are you interested in the Minnesota Agricultural Water Quality Certification Program?			X
For Cover Crops Only: Have you received or are you currently receiving cover crop funding through any other cost share program? (landowner/applicant may need to complete USDA Information Release Authorization to confirm eligibility).			X

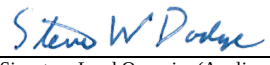
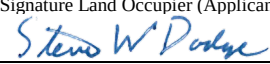
10. WATERSHED IMPAIRMENTS

Your land is located within the Mississippi Direct Watershed

Water in this watershed drains to the Mississippi River. Concentrations of PCB in fish tissue and mercury in fish tissue exceed the water quality standard; for specific fish consumption advice refer to the Minnesota Department of Health. Streams within this watershed may not support a thriving community of fish and other aquatic organisms, due to excessive turbidity (sediment).

I authorize the Dakota County SWCD to take and disclose photographs of the conservation practice for use in publications or promotional materials or on their website for the purpose of highlighting the Dakota County SWCD's programs. I also authorize the Dakota County SWCD to disclose my name and applicable conservation practice information with any conservation practice photograph.

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate


 Signature Land Occupier (Applicant)

 Signature of Landowner

may 5, 2020
 Date
 may 5, 2020
 Date

COST SHARE APPLICATION

Program Type: ___ CCS X CIF ___ CCP ___ IPP ___ NPR

1. Land Occupier (Applicant)

Name/Title: Steve Dodge, P.E.
 Organization: City of Inver Grove Heights
 Address: 8150 Barbara Ave. Inver Grove Heights, MN 55077
 Phone/email: (651) 450-2541
 Contact: Steve Dodge, P.E. (651) 450-2541

*The SWCD will not share email addresses but may use addresses periodically to contact project partners regarding SWCD initiatives.

2. PROJECT LOCATION

Address/City/Township Name 60th St. E. & Bacon Ave. Inver Grove Heights, MN 55077
 1/4 section ___ Section ___ Township ___ Range ___

3. PROJECT DESCRIPTION, PLAN SKETCHES, AND PHOTOS (attach additional pages as necessary)

Installation of three SciClone hydrodynamic separator stormwater treatment structures. The City of Inver Grove Heights will implement a full street reconstruction of portions of 60th Street East, 62nd Street East, and Bacon Avenue. As part of the larger project, the City will voluntary install three underground SciClone hydrodynamic separator storm sewer structures, which are placed strategically to maximize capture of sediment prior to entering nearby DNR waterbodies. These cylindrical buried chambers allow sediment to settle out of stormwater as it passes through the system.

4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT (attach additional pages as necessary)

Based on the Sizing Hydrodynamic Separators and Manholes (SHSAM) stormwater model, approximately 10.90 t/y of sediment, and 3.11 lbs./y of phosphorus will be prevented from entering the Mississippi Direct Watershed of the Mississippi River.

5. BUDGET SUMMARY AND REQUESTED AMOUNT (See attached cost estimate for details)

Total Estimated Project Value is:	\$51,000.00	
Funding Amount Requested From District is:	\$25,000.00	49.0%
Value of Match Provided by Applicant is:	\$26,000.00	51.0%
Other:	\$0.00	0.0%

6. OTHER FUNDING SOURCES

State ___ USDA ___ Watershed ___ Other ___

7. OPERATION AND MAINTENANCE Are you willing to follow an Operation and Maintenance Plan prepared by the SWCD at your own expense? ___ Yes ___ No

8. Are you willing to allow a small sign to be placed near the project and site visits? ☐ Yes ___ No ☐

9. CONSERVATION PLANNING QUESTIONS

Questions pertain to the parcel where the project is located, and any adjacent parcels owned or operated by the applicant.

	Yes	No	N/A
Is this project being completed to meet regulatory requirements of a different program?		X	
Are there identified wetlands on the application property?		X	
Do you have a registered feedlot?			X
Do state or local buffer rules apply to the application property?		X	
Does the application property contain an irrigation well? If so, does it have a DNR water appropriations permit?			X
Is there existing upland treatment upstream from the proposed project?			X
Is there drain tile on the application property? If so, where are the outlets located?			X
Are you interested in the Minnesota Agricultural Water Quality Certification Program?			X
For Cover Crops Only: Have you received or are you currently receiving cover crop funding through any other cost share program? (landowner/applicant may need to complete USDA Information Release Authorization to confirm eligibility).			X

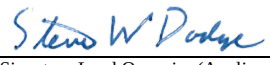
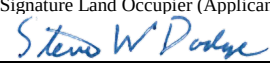
10. WATERSHED IMPAIRMENTS

Your land is located within the Mississippi Direct Watershed

Water in this watershed drains to the Mississippi River. Concentrations of PCB in fish tissue and mercury in fish tissue exceed the water quality standard; for specific fish consumption advice refer to the Minnesota Department of Health. Streams within this watershed may not support a thriving community of fish and other aquatic organisms, due to excessive turbidity (sediment).

I authorize the Dakota County SWCD to take and disclose photographs of the conservation practice for use in publications or promotional materials or on their website for the purpose of highlighting the Dakota County SWCD's programs. I also authorize the Dakota County SWCD to disclose my name and applicable conservation practice information with any conservation practice photograph.

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate


 Signature Land Occupier (Applicant)

 Signature of Landowner

may 5, 2020
 Date
 may 5, 2020
 Date



Dakota County Soil and Water Conservation District

Stormwater Runoff Control (570) Operation and Maintenance Plan

Cost Share Program ☐ IPP ☐ NPR ☐ CCS ☒ CIF ☐ CCP

PROJECT: Bacon Ave. Stormwater BMPs
LAND OCCUPIER (APPLICANT): Steve Dodge, P.E.
PROJECT ADDRESS: 60th St. E. & Bacon Ave.
Inver Grove Heights, MN 55077

CONTRACT: 20-CIF-02

Inspections and maintenance are required to obtain intended function of the practice. The applicant agrees to operate and maintain the practice in accordance with the recommendations listed below at their own expense.

GENERAL RECOMMENDATIONS

- The Cost Share Contract prohibits the removal and/or modification of the practice for ten (10) years from the date of completion without prior written approval by the Dakota SWCD.
- Report any observed active erosion, land disturbances or other unusual conditions that may affect the intended performance of the practice to the Dakota County SWCD immediately. Call (651) 480-7777 for any assistance related to your project.

SPECIFIC RECOMMENDATIONS FOR YOUR PROJECT

- The purpose of this practice is to control the quality of storm water runoff.
- Inspect after significant storm events and at least semi-annually to identify repair and maintenance needs. Complete needed repairs as soon as possible.
- Provide regular inspection of the structure, following manufacturers recommendationsto collect and remove accumulated sediment and debris. Dredged material must be disposed of properly. The cleanout intervals may vary depending upon the volume of sediment that has accumulated.
- Repair areas of active erosion or channel or slope failure immediately. Additional measures to prevent reoccurrence may be necessary. Contact the Dakota County SWCD for technical assistance.
- Immediately repair any vandalism, vehicular, or livestock damages.
- Make sure all structure drains are functional and soil is not being transported through the drainage system. The screens and/or rodent guards shall also be kept in place.
-
- The SWCD contact person for this project is: Joe Barten 651-480-7784
- The field person providing maintenance for this project is: Steve Dodge, P.E. (651) 450-2541
- An onsite meeting with the SWCD contact person and the maintenance person shall be held at the time of seeding and/or plant material installation to verify that:
 - a. The upland contributing drainage areas are stable and sediment has been removed from pavement surfaces.
 - c. Measures to prevent high flows and/or keep the practice off-line during plant establishment are provided.
 - d. Arrangements are in place to provide and verify the vegetation will receive a total of 1 inch of water per week during the active growing season until the plant materials are well established.
 - e. A follow up on site meeting is scheduled to evaluate plant establishment progress, plant health, and weed control recommendations.
- Plant materials that do not establish must be replaced. Species changes from the plans require prior SWCD approval.

LAND OCCUPIER (APPLICANT)

May 5, 2020

DATE

TECHNICAL REPRESENTATIVE

DATE

Revised 3/8/19

Land Occupier (applicant) Name: Steve Dodge, P.E.

Project Name: Bacon Ave. Stormwater BMPs

Calculated By: Joe Barten

5/4/2020

20-CIF-02

Project Value Estimate

***Price estimates are for installed
items unless otherwise noted**

Project Items or Activities		Unit	Unit Price	Extended Cost
Structure MH-110 - Bioclean SciClone HDS - SC-6	1	lump	\$17,000.00	\$17,000.00
Structure MH-211 - Bioclean SciClone HDS - SC-5	1	lump	\$17,000.00	\$17,000.00
Structure MH-306 - Bioclean SciClone HDS - SC-5	1	lump	\$17,000.00	\$17,000.00

Subtotal: \$51,000.00

Total Estimated Project Value (rounded to nearest \$100)= \$51,000.00

CIF Up to 75% of Project Value- Not to Exceed = \$25,000.00

SWCD Cost Share Policies:

1. When labor, equipment and/or materials are proposed to be provided by the applicant to complete the project, the value of these item shall be estimated at:
 - a. Labor rate of \$25 per hour for general labor (Date, times and activity must be documented)
 - b. Labor rate of \$50 per yard for concrete work.
 - c. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (incl. labor) at \$60 per hour.
 - d. Materials: \$8 per ton for gravel, \$5 per yard for sand.
 - e. Professional or semi-professional services such as construction administration or engineering labor rate at \$75 per hour. (Date, times and activity must be documented)
2. All Cost Share Program contracts and requests for payment require the approval of the Dakota County Soil and Water Conservation District (District) Board of Supervisors (Board).

Applicant Signature



BID TABULATION									
Contract: CP 2016-09G Owner: CITY OF INVER GROVE HEIGHTS Project: 60TH STREET , 62ND STREET AND BACON AVENUE IMPROVEMENTS				ENGINEER'S ESTIMATE			MCNAMARA CONTRACTING INC.		
KHA Job No: 160509037									
Schedule: A Description: CP 2016-09G STREET IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 95,000.00	\$ 95,000.00	\$ 50,000.00	\$ 50,000.00	
2	2031.502	FIELD OFFICE	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 13,000.00	\$ 13,000.00	
3	2101.505	CLEARING	ACRE	0.1	\$ 6,000.00	\$ 600.00	\$ 12,600.00	\$ 1,260.00	
4	2101.505	GRUBBING	ACRE	0.1	\$ 6,000.00	\$ 600.00	\$ 8,400.00	\$ 840.00	
5	2101.524	CLEARING	TREE	31	\$ 300.00	\$ 9,300.00	\$ 290.00	\$ 8,990.00	
6	2101.524	GRUBBING	TREE	31	\$ 300.00	\$ 9,300.00	\$ 100.00	\$ 3,100.00	
7	2104.502	SALVAGE SIGN TYPE C	EACH	8	\$ 50.00	\$ 400.00	\$ 53.00	\$ 424.00	
8	2104.503	REMOVE PIPE CULVERTS	LIN FT	300	\$ 15.00	\$ 4,500.00	\$ 9.00	\$ 2,700.00	
9	2104.503	REMOVE CURB & GUTTER	LIN FT	50	\$ 10.00	\$ 500.00	\$ 8.40	\$ 420.00	
10	2104.503	REMOVE FENCE	LIN FT	50	\$ 8.00	\$ 400.00	\$ 12.00	\$ 600.00	
11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	250	\$ 10.00	\$ 2,500.00	\$ 16.00	\$ 4,000.00	
12	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2200	\$ 5.00	\$ 11,000.00	\$ 6.70	\$ 14,740.00	
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9557	\$ 5.00	\$ 47,785.00	\$ 1.40	\$ 13,379.80	
14	2104.518	REMOVE BITUMINOUS WALK	SQ FT	8500	\$ 1.00	\$ 8,500.00	\$ 0.50	\$ 4,250.00	
15	2104.518	REMOVE CONCRETE WALK	SQ FT	120	\$ 5.00	\$ 600.00	\$ 2.30	\$ 276.00	
16	2104.602	REMOVE BOULDER	EACH	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	
17	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	13000	\$ 2.00	\$ 26,000.00	\$ 1.00	\$ 13,000.00	
18	2105.507	COMMON EXCAVATION	CU YD	12555	\$ 15.00	\$ 188,325.00	\$ 32.00	\$ 401,760.00	
19	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1100	\$ 20.00	\$ 22,000.00	\$ 20.00	\$ 22,000.00	
20	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	8383	\$ 15.00	\$ 125,745.00	\$ 15.00	\$ 125,745.00	
21	2105.509	STABILIZING AGGREGATE	TON	100	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	
22	2105.604	SOIL STABILIZATION GEOGRID	SQ YD	750	\$ 5.00	\$ 3,750.00	\$ 2.80	\$ 2,100.00	
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	80	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	
24	2130.523	WATER	M GALLON	75	\$ 40.00	\$ 3,000.00	\$ 70.00	\$ 5,250.00	
25	2211.509	AGGREGATE BASE CLASS 5	TON	7300	\$ 16.00	\$ 116,800.00	\$ 5.00	\$ 36,500.00	
26	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	6500	\$ 0.75	\$ 4,875.00	\$ 0.49	\$ 3,185.00	
27	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C) (DRIVEWAY MIX)	TON	400	\$ 150.00	\$ 60,000.00	\$ 110.00	\$ 44,000.00	
28	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	1800	\$ 70.00	\$ 126,000.00	\$ 52.00	\$ 93,600.00	
29	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	1800	\$ 65.00	\$ 117,000.00	\$ 52.00	\$ 93,600.00	
30	2502.503	4" PERF PVC PIPE DRAIN	LIN FT	6200	\$ 10.00	\$ 62,000.00	\$ 7.00	\$ 43,400.00	
31	2521.518	6" CONCRETE WALK	SQ FT	380	\$ 8.00	\$ 3,040.00	\$ 12.55	\$ 4,769.00	
32	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	310	\$ 17.00	\$ 5,270.00	\$ 20.45	\$ 6,339.50	
33	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	350	\$ 60.00	\$ 21,000.00	\$ 52.65	\$ 18,427.50	
34	2531.603	CONCRETE SURMOUNTABLE CURB & GUTTER (HAND POUR)	LIN FT	100	\$ 25.00	\$ 2,500.00	\$ 26.00	\$ 2,600.00	
35	2531.603	CONCRETE RIBBON CURB	LIN FT	100	\$ 25.00	\$ 2,500.00	\$ 37.35	\$ 3,735.00	
36	2531.603	CONCRETE SURMOUNTABLE CURB & GUTTER	LIN FT	6500	\$ 17.00	\$ 110,500.00	\$ 13.40	\$ 87,100.00	
37	2531.618	TRUNCATED DOMES	SQ FT	40	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	
38	2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	350	\$ 50.00	\$ 17,500.00	\$ 15.25	\$ 5,337.50	
39	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 4,720.00	\$ 4,720.00	
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 6,250.00	\$ 6,250.00	
41	2563.618	CONSTRUCTION SIGN-SPECIAL	SQ FT	100	\$ 30.00	\$ 3,000.00	\$ 21.00	\$ 2,100.00	
42	2564.518	SIGN PANELS TYPE C	SO FT	70	\$ 70.00	\$ 4,900.00	\$ 61.00	\$ 4,270.00	
43	2564.618	SIGN PANELS TYPE SPECIAL	SQ FT	27	\$ 70.00	\$ 1,890.00	\$ 47.00	\$ 1,269.00	
44	2572.510	PRUNE TREES	hour	10	\$ 200.00	\$ 2,000.00	\$ 265.00	\$ 2,650.00	
45	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 750.00	\$ 750.00	
46	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	
47	2573.502	STORM DRAIN INLET PROTECTION	EACH	35	\$ 150.00	\$ 5,250.00	\$ 150.00	\$ 5,250.00	
48	2573.502	CULVERT END CONTROLS	EACH	9	\$ 150.00	\$ 1,350.00	\$ 125.00	\$ 1,125.00	
49	2573.503	SILT FENCE; TYPE MS	LIN FT	7200	\$ 2.00	\$ 14,400.00	\$ 2.90	\$ 20,880.00	

BID TABULATION													
Contract: CP 2016-09G Owner: CITY OF INVER GROVE HEIGHTS Project: 60TH STREET , 62ND STREET AND BACON AVENUE IMPROVEMENTS					ENGINEER'S ESTIMATE			MCNAMARA CONTRACTING INC.					
KHA Job No: 160509037													
50	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	300	\$	20.00	\$	6,000.00	\$	11.00	\$	3,300.00	
51	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	1400	\$	3.00	\$	4,200.00	\$	3.50	\$	4,900.00	
52	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	
53	2574.507	BOULEVARD TOPSOIL BORROW (LV)	CU YD	2300	\$	30.00	\$	69,000.00	\$	48.00	\$	110,400.00	
54	2574.508	FERTILIZER TYPE 3	POUND	800	\$	1.00	\$	800.00	\$	0.47	\$	376.00	
55	2574.508	FERTILIZER TYPE 4	POUND	110	\$	1.00	\$	110.00	\$	0.63	\$	69.30	
56	2575.505	RAPID STABILIZATION METHOD 2	ACRE	0.6	\$	2,000.00	\$	1,200.00	\$	1,750.00	\$	1,050.00	
57	2575.509	MULCH MATERIAL TYPE 1	TON	3	\$	200.00	\$	600.00	\$	225.00	\$	675.00	
58	2575.601	RESTORATION OF STAGING AREA	LUMP SUM	1	\$	3,000.00	\$	3,000.00	\$	1,500.00	\$	1,500.00	
59	2575.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	
60	2575.604	EROSION STABILIZATION MAT- ENKAMAT	SQ YD	600	\$	50.00	\$	30,000.00	\$	8.90	\$	5,340.00	
61	2575.605	SEED MIXTURE 25-151	ACRE	2.5	\$	1,000.00	\$	2,500.00	\$	1,750.00	\$	4,375.00	
62	2575.605	SEED MIXTURE 33-261	ACRE	0.3	\$	2,200.00	\$	660.00	\$	2,500.00	\$	750.00	
63	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	9000	\$	2.50	\$	22,500.00	\$	1.40	\$	12,600.00	
Schedule A Subtotal:							\$	1,469,250.00	\$				1,363,277.60
Schedule: B Description: CP 2016-09G STORM SEWER IMPROVEMENTS													
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount					
1	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	5	\$	450.00	\$	2,250.00	\$	500.00	\$	2,500.00	
2	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	190	\$	15.00	\$	2,850.00	\$	16.00	\$	3,040.00	
3	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2	\$	1,000.00	\$	2,000.00	\$	1,700.00	\$	3,400.00	
4	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	1	\$	1,500.00	\$	1,500.00	\$	1,800.00	\$	1,800.00	
5	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	2	\$	2,000.00	\$	4,000.00	\$	2,300.00	\$	4,600.00	
6	2503.503	4" PVC PIPE SEWER SDR 35	LIN FT	15	\$	30.00	\$	450.00	\$	35.00	\$	525.00	
7	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	9	\$	45.00	\$	405.00	\$	65.00	\$	585.00	
8	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1377	\$	45.00	\$	61,965.00	\$	55.00	\$	75,735.00	
9	2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	138	\$	55.00	\$	7,590.00	\$	66.00	\$	9,108.00	
10	2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	72	\$	70.00	\$	5,040.00	\$	85.00	\$	6,120.00	
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	5	\$	1,000.00	\$	5,000.00	\$	1,100.00	\$	5,500.00	
12	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	7	\$	3,500.00	\$	24,500.00	\$	2,300.00	\$	16,100.00	
13	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	3	\$	3,500.00	\$	10,500.00	\$	1,750.00	\$	5,250.00	
14	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23	\$	4,500.00	\$	103,500.00	\$	4,000.00	\$	92,000.00	
15	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	1	\$	5,000.00	\$	5,000.00	\$	5,400.00	\$	5,400.00	
16	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	1	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	
17	2506.602	TREATMENT MANHOLE #1	EACH	2	\$	12,000.00	\$	24,000.00	\$	17,000.00	\$	34,000.00	
18	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	72.5	\$	5.00	\$	362.50	\$	3.00	\$	217.50	
19	2511.507	RANDOM RIPRAP CLASS IV	CU YD	23.9	\$	80.00	\$	1,912.00	\$	125.00	\$	2,987.50	
20	2506.602	TREATMENT MANHOLE #2	EACH	1	\$	15,000.00	\$	15,000.00	\$	17,000.00	\$	17,000.00	
Schedule B Subtotal:							\$	278,824.50	\$				286,868.00
Schedule: C Description: CP 2016-09G WATERMAIN IMPROVEMENTS													
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount					
1	2104.502	SALVAGE HYDRANT & VALVE	EACH	9	\$	1,000.00	\$	9,000.00	\$	400.00	\$	3,600.00	
2	2104.503	REMOVE WATER MAIN	LIN FT	135	\$	15.00	\$	2,025.00	\$	8.00	\$	1,080.00	
3	2104.602	REMOVE WATER SERVICE	EACH	7	\$	1,000.00	\$	7,000.00	\$	700.00	\$	4,900.00	
4	2211.609	CRUSHED ROCK PIPE BEDDING	TON	50	\$	50.00	\$	2,500.00	\$	25.00	\$	1,250.00	
5	2504.602	WATERMAIN OFFSET	EACH	2	\$	6,000.00	\$	12,000.00	\$	1,500.00	\$	3,000.00	
6	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	7	\$	1,500.00	\$	10,500.00	\$	500.00	\$	3,500.00	
7	2504.602	0.75" CORPORATION STOP	EACH	6	\$	300.00	\$	1,800.00	\$	150.00	\$	900.00	
8	2504.602	ADJUST CURB STOP	EACH	5	\$	200.00	\$	1,000.00	\$	95.00	\$	475.00	
9	2504.602	0.75" CURB STOP & BOX	EACH	6	\$	600.00	\$	3,600.00	\$	500.00	\$	3,000.00	

BID TABULATION													
Contract: CP 2016-09G Owner: CITY OF INVER GROVE HEIGHTS Project: 60TH STREET , 62ND STREET AND BACON AVENUE IMPROVEMENTS					ENGINEER'S ESTIMATE				MCNAMARA CONTRACTING INC.				
KHA Job No: 160509037													
10	2504.602	HYDRANT & GATE VALVE	EACH	9	\$	8,000.00	\$	72,000.00	\$	7,000.00	\$	63,000.00	
11	2504.603	3/4" TYPE K COPPER PIPE	LIN FT	420	\$	40.00	\$	16,800.00	\$	30.00	\$	12,600.00	
12	2504.603	REMOVE AND REPLACE GATE VALVE BOX	EACH	6	\$	750.00	\$	4,500.00	\$	1,100.00	\$	6,600.00	
13	2504.603	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	6	\$	2,000.00	\$	12,000.00	\$	1,500.00	\$	9,000.00	
14	2504.604	4" POLYSTYRENE INSULATION	SQ YD	250	\$	30.00	\$	7,500.00	\$	32.00	\$	8,000.00	
Schedule C Subtotal:								\$	162,225.00	\$			120,905.00
Schedule: D Description: CP 2016-09G SANITARY SEWER IMPROVEMENTS													
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity		Unit Price		Amount		Unit Price		Amount	
1	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	2	\$	450.00	\$	900.00	\$	500.00	\$	1,000.00	
2	2104.502	SALVAGE CASTING	EACH	10	\$	150.00	\$	1,500.00	\$	80.00	\$	800.00	
3	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	350	\$	15.00	\$	5,250.00	\$	3.00	\$	1,050.00	
4	2104.602	REMOVE SEWER SERVICE	EACH	9	\$	1,000.00	\$	9,000.00	\$	300.00	\$	2,700.00	
5	2503.503	12" PVC PIPE SEWER SDR 35	LIN FT	350	\$	60.00	\$	21,000.00	\$	50.00	\$	17,500.00	
6	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$	1,500.00	\$	3,000.00	\$	900.00	\$	1,800.00	
7	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	4	\$	600.00	\$	2,400.00	\$	400.00	\$	1,600.00	
8	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	9	\$	2,000.00	\$	18,000.00	\$	2,200.00	\$	19,800.00	
9	2503.602	SANITARY SEWER UMBRELLAS	EACH	12	\$	400.00	\$	4,800.00	\$	125.00	\$	1,500.00	
10	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	12	\$	500.00	\$	6,000.00	\$	225.00	\$	2,700.00	
11	2503.603	RECONSTRUCT SANITARY MANHOLE	EACH	6	\$	1,500.00	\$	9,000.00	\$	1,950.00	\$	11,700.00	
12	2506.502	ADJUST FRAME & RING CASTING	EACH	4	\$	500.00	\$	2,000.00	\$	690.00	\$	2,760.00	
13	2506.602	SANITARY SEWER MANHOLE	EACH	3	\$	4,500.00	\$	13,500.00	\$	3,930.00	\$	11,790.00	
Schedule D Subtotal:								\$	96,350.00	\$			76,700.00
BID SUMMARY													
Contract: CP 2016-09G Owner: CITY OF INVER GROVE HEIGHTS Project: 60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS													
Schedule	Description					Amount		Amount		Amount		Amount	
A	CP 2016-09G STREET IMPROVEMENTS					\$	1,469,250.00			\$	1,363,277.60		
B	CP 2016-09G STORM SEWER IMPROVEMENTS					\$	278,824.50			\$	286,868.00		
C	CP 2016-09G WATERMAIN IMPROVEMENTS					\$	162,225.00			\$	120,905.00		
D	CP 2016-09G SANITARY SEWER IMPROVEMENTS					\$	96,350.00			\$	76,700.00		
Total Base Bid						\$	2,006,649.50			\$	1,847,750.60		



Dakota County Soil and Water Conservation District

Affadavit for Voluntary Cost Share

Cost Share Program ☐ IPP ☐ NPR ☐ CCS ☒ CIF ☐ CCP

PROJECT NAME: Bacon Ave. Stormwater BMPs
LAND OCCUPIER (APPLICANT): Steve Dodge, P.E.
PROJECT ADDRESS: 60th St. E. & Bacon Ave.

Cost Share ID: 20-CIF-02

The Dakota County SWCD Board is responsible for complying with all requirements for use of State and local grant funds. The SWCD Board reserves the right to verify eligibility for all potential grantees and projects.

DAKOTA COUNTY SWCD POLICY

- The primary purpose of conservation practices funded by the Dakota County SWCD is to restore, protect, and enhance water quality using technical assistance and cost share funds to install projects which otherwise would not be installed.
- In order to be eligible for grant funds from the SWCD, a project must be voluntary. This means the project is not being implemented to meet any State, County, City, or Township regulatory requirements, ordinances, or conditional use permits.
- Portions of a project may be eligible for funding if that portion is voluntary and exceeds regulatory requirements.
- The Dakota County SWCD may request documentation verifying the voluntary status of a conservation practice

TERMS OF AFFADAVIT

- By signing this affadavit, I certify that the conservation practice for which I am seeking cost share grant funding is voluntary or the portion for which I am seeking funding is voluntary.
- I understand that I am responsible for clearly and thoroughly tracking and separating costs for voluntary and non-voluntary aspects of the project and submitting that information to the SWCD for grant verification, should they be included in the same cost tabulation.
- I certify that I am not aware of any planned projects which may occur in the next 10 years, which would require a similar conservation project to meet any State, County, City, or Township ordinances or conditional use permits.
- I certify that this conservation project is voluntary to the best of my knowledge and is not being implemented to meet any State, County, City, or Township ordinances or conditional use permits.

APPLICANT

PRINT Steve Dodge, P.E.

SIGNATURE 

DATE May 5, 2020

REGULATORY REPRESENTATIVE (if same as applicant, please indicate that below)

PRINT SAME

SIGNATURE _____

DATE _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Storm Water Grant Funding for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: May 11, 2020

Item Type: Consent

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

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

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, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider resolution approving cost share contract with Dakota County Soil and Water Conservation District for storm water grant funding for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

Staff reached out to Dakota County Soil and Water Conservation District (SWCD) for availability of storm water grant funds for the proposed improvements. The SWCD has secured \$25,000 for grant cost share funds for City Project No. 2019-09D – 64th Street Area Improvements. The proposed storm water management facilities will minimize ravine erosion and improve the water quality for the DNR pond from storm water run-off related to 64th Street, Upper 64th Street and Bordeaux Court neighborhoods. Staff is requesting Council support to complete the application process and execute the agreements.

The Dakota County SWCD staff has identified two storm water quality improvements that are grant eligible:

(1) the 64th Street hydrodynamic separator for \$23,800, and

(2) a 64th Street SAFL Baffle system for \$6,110, and

(3) an Upper 64th Street SAFL Baffle system for \$6,110

This grant funding is being administered by the Dakota County SWCD. The project factsheets and cost share agreement documents prepared by the SWCD are attached.

Funding for the storm water facility improvements will come from SWCD grant with cost share funds from the City through the pavement management fund, franchise fee fund and assessments.

I recommend adoption of the resolution approving cost share grant contracts with Dakota County Soil and Water Conservation District for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution

Factsheet

Cost Share Contract Documents

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING COST SHARE CONTRACTS WITH THE DAKOTA COUNTY SOIL AND
WATER CONSERVATION DISTRICT FOR A STORM WATER GRANT FOR CITY PROJECT NO.
2019-09D – 64TH STREET AREA IMPROVMENTS**

RESOLUTION NO. 2020-83

WHEREAS, as part of the City's 2019 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements, a hydrodynamic separator and two SAFFL Baffle systems have been identified for construction: and

WHEREAS, Staff reached out to Dakota County Soil and Water Conservation District (SWCD) for availability of storm water grant funds for the proposed improvements to improve storm water quality in the neighborhood: and

WHEREAS, The Dakota County SWCD has secured a \$25,000 in grant cost share funds for City Project No. 2019-09D – 64th Street Area Improvements;

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

1. The City is authorized to enter a Cost Sharing Contract with the Dakota County Soil & Water Conservation District (SWCD) relating to \$25,000 in storm water grant funding for \$36,000 in storm water facility improvements for Project No. 2019-09D – 64th Street Area Improvements.
2. The project funding will consist of SWCD grant funds and City Pavement Management Funds, Franchise Fee Funds and assessments.
4. The City Engineer, or Assignee, are hereby authorized to execute the attached Cost Share Contract.

Adopted this 11th day of May 2020 by the City Council of Inver Grove Heights.

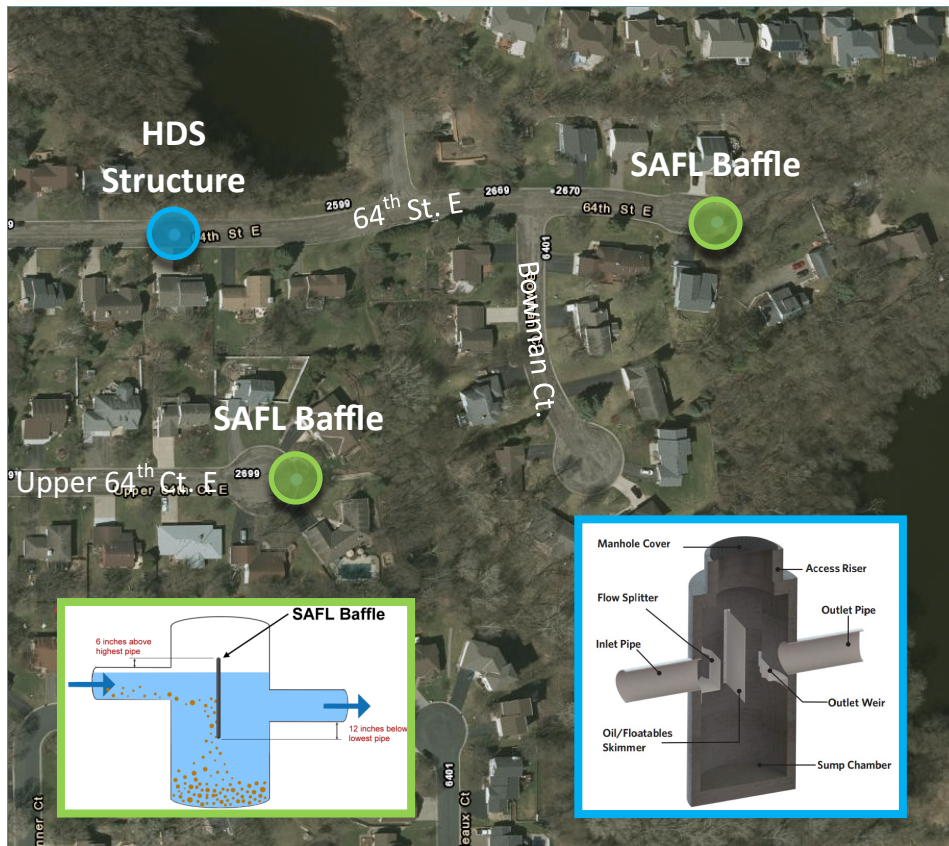
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



CITY OF INVER GROVE HEIGHTS - 64TH ST E UNDERGROUND HYDRODYNAMIC SEPARATOR & SAFL-BAFFLES



PRACTICES:

- Hydrodynamic Separator (HDS)
- SAFL-Baffle

BENEFITS:

- 2.88 tons of sediment per year prevented from traveling downstream
- 1.44 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Dakota County
- City of Inver Grove Heights
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Mississippi River

RECEIVING WATERS:

- MN DNR Waterbodies

INSTALLATION:

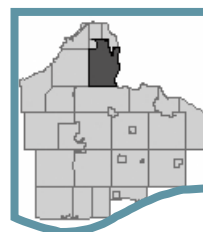
- Summer 2020

PROJECT: The City of Inver Grove Heights will implement a full street reconstruction of 64th St. E, Upper 64th Ct. E, and Bowman Cir. As part of this project, the City will voluntarily install one SciClone hydrodynamic separator (HDS) stormwater treatment structure and two SAFL-Baffle stormwater treatment devices. The stormwater best management practices are strategically placed to maximize capture of sediment and phosphorus prior to entering nearby DNR waterbodies.

FUNDING:	Estimated Project Cost:	\$36,000
	Cost Share Amount:	\$25,000
	Landowner Amount	\$11,000



LOCATION:
62nd Street East
Inver Grove Heights



PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: 	Contract Number: 20-CIF-01	Other state or non-State funds? ☐ YES ☒ No	Amendment ☐ Board Meeting Date(s):	Canceled ☐ Board Meeting Date(s):
--	--	---	--	---

*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Steve Dodge, P.E.	Address 8150 Barbara Ave.	City/State/Zip Code Inver Grove Heights, MN 55077	Project Name 64th Street E. Stormwater BMPs
--	---	---	---

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Project Address 64th St. E. and Bowman Cir. Inver Grove Heights, MN 55077	Township Name:	Township No:	Range No.:	Section No.	1/4	1/4,1/4
---	----------------	--------------	------------	-------------	-----	---------

Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA_NRCS Field Office Technical Guide (where applicable)

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the Dakota County SWCD Board, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11-15-2020, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 0.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is:

570 Stormwater Runoff Control

Eligible Component Standards & Names 620 Underground Outlet	Engineered Practice: ☒	Total Project Cost Estimate
	Ecological Practice: ☐	\$36,000.00

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
------	-------------------------------

Amount Authorized for Financial Assistance

The Dakota County SWCD Board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$25,000.00	Conservation Initiative Funding (CIF)	

Board Meeting 05-14-2020	Authorized Signature	Total Amount Authorized \$25,000.00
------------------------------------	----------------------	---

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

COST SHARE APPLICATION

Program Type: ___ CCS X CIF ___ CCP ___ IPP ___ NPR

1. Land Occupier (Applicant)

Name/Title: Steve Dodge, P.E.
 Organization: City of Inver Grove Heights
 Address: 8150 Barbara Ave. Inver Grove Heights, MN 55077
 Phone/email: (651) 450-2541
 Contact: Steve Dodge, P.E. (651) 450-2541

*The SWCD will not share email addresses but may use addresses periodically to contact project partners regarding SWCD initiatives.

2. PROJECT LOCATION

Address/City/Township Name 64th St. E. and Bowman Cir. Inver Grove Heights, MN 55077
 1/4 section ___ Section ___ Township ___ Range ___

3. PROJECT DESCRIPTION, PLAN SKETCHES, AND PHOTOS (attach additional pages as necessary)

Installation of a SciClone hydrodynamic separator stormwater treatment structure, and two SAFL-Baffle stormwater devices. The City of Inver Grove Heights will implement a full street reconstruction of portions of 64th Street East, Upper 64th Court East, and Bowman Circle. As part of the larger project, the City will voluntarily install the stormwater best management practices, which are strategically placed to maximize capture of sediment and phosphorus prior to entering nearby DNR waterbodies.

4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT (attach additional pages as necessary)

Based on the Sizing Hydrodynamic Separators and Manholes (SHSAM) stormwater model, approximately 2.88 t/y of sediment, and 1.44 lbs./y of phosphorus will be prevented from entering the Mississippi Direct Watershed of the Mississippi River.

5. BUDGET SUMMARY AND REQUESTED AMOUNT (See attached cost estimate for details)

Total Estimated Project Value is:	\$36,000.00	
Funding Amount Requested From District is:	\$25,000.00	69.4%
Value of Match Provided by Applicant is:	\$11,000.00	30.6%
Other:	\$0.00	0.0%

6. OTHER FUNDING SOURCES

State ___ USDA ___ Watershed ___ Other ___

7. OPERATION AND MAINTENANCE Are you willing to follow an Operation and Maintenance Plan prepared by the SWCD at your own expense? ___ Yes ___ No

8. Are you willing to allow a small sign to be placed near the project and site visits? ☐ Yes ___ No ☐

9. CONSERVATION PLANNING QUESTIONS

Questions pertain to the parcel where the project is located, and any adjacent parcels owned or operated by the applicant.

	Yes	No	N/A
Is this project being completed to meet regulatory requirements of a different program?		X	
Are there identified wetlands on the application property?		X	
Do you have a registered feedlot?			X
Do state or local buffer rules apply to the application property?		X	
Does the application property contain an irrigation well? If so, does it have a DNR water appropriations permit?			X
Is there existing upland treatment upstream from the proposed project?			X
Is there drain tile on the application property? If so, where are the outlets located?			X
Are you interested in the Minnesota Agricultural Water Quality Certification Program?			X
For Cover Crops Only: Have you received or are you currently receiving cover crop funding through any other cost share program? (landowner/applicant may need to complete USDA Information Release Authorization to confirm eligibility).			X

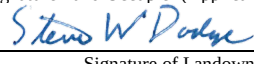
10. WATERSHED IMPAIRMENTS

Your land is located within the Mississippi Direct Watershed

Water in this watershed drains to the Mississippi River. Concentrations of PCB in fish tissue and mercury in fish tissue exceed the water quality standard; for specific fish consumption advice refer to the Minnesota Department of Health. Streams within this watershed may not support a thriving community of fish and other aquatic organisms, due to excessive turbidity (sediment).

I authorize the Dakota County SWCD to take and disclose photographs of the conservation practice for use in publications or promotional materials or on their website for the purpose of highlighting the Dakota County SWCD's programs. I also authorize the Dakota County SWCD to disclose my name and applicable conservation practice information with any conservation practice photograph.

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate


 Signature Land Occupier (Applicant)

 Signature of Landowner

May 5, 2020
 Date
 May 5, 2020
 Date



Dakota County Soil and Water Conservation District

Stormwater Runoff Control (570) Operation and Maintenance Plan

Cost Share Program IPP NPR CCS X CIF CCP

PROJECT: 64th Street E. Stormwater BMPs
LAND OCCUPIER (APPLICANT): Steve Dodge, P.E.
PROJECT ADDRESS: 64th St. E. and Bowman Cir.
Inver Grove Heights, MN 55077

CONTRACT: 20-CIF-01

Inspections and maintenance are required to obtain intended function of the practice. The applicant agrees to operate and maintain the practice in accordance with the recommendations listed below at their own expense.

GENERAL RECOMMENDATIONS

- The Cost Share Contract prohibits the removal and/or modification of the practice for ten (10) years from the date of completion without prior written approval by the Dakota SWCD.
- Report any observed active erosion, land disturbances or other unusual conditions that may affect the intended performance of the practice to the Dakota County SWCD immediately. Call (651) 480-7777 for any assistance related to your project.

SPECIFIC RECOMMENDATIONS FOR YOUR PROJECT

- The purpose of this practice is to control the quality of storm water runoff.
- Inspect after significant storm events and at least semi-annually to identify repair and maintenance needs. Complete needed repairs as soon as possible.
- Provide regular inspection of the structure, following manufacturers recommendationsto collect and remove accumulated sediment and debris. Dredged material must be disposed of properly. The cleanout intervals may vary depending upon the volume of sediment that has accumulated.
- Repair areas of active erosion or channel or slope failure immediately. Additional measures to prevent reoccurrence may be necessary. Contact the Dakota County SWCD for technical assistance.
- Immediately repair any vandalism, vehicular, or livestock damages.
- Make sure all structure drains are functional and soil is not being transported through the drainage system. The screens and/or rodent guards shall also be kept in place.
-
- The SWCD contact person for this project is: Joe Barten 651-480-7784
- The field person providing maintenance for this project is: Steve Dodge, P.E. (651) 450-2541
- An onsite meeting with the SWCD contact person and the maintenance person shall be held at the time of seeding and/or plant material installation to verify that:
 - a. The upland contributing drainage areas are stable and sediment has been removed from pavement surfaces.
 - c. Measures to prevent high flows and/or keep the practice off-line during plant establishment are provided.
 - d. Arrangements are in place to provide and verify the vegetation will receive a total of 1 inch of water per week during the active growing season until the plant materials are well established.
 - e. A follow up on site meeting is scheduled to evaluate plant establishment progress, plant health, and weed control recommendations.
- Plant materials that do not establish must be replaced. Species changes from the plans require prior SWCD approval.

LAND OCCUPIER (APPLICANT)

May 5, 2020

DATE

TECHNICAL REPRESENTATIVE

DATE

Revised 3/8/19

Land Occupier (applicant) Name: Steve Dodge, P.E.

Project Name: 64th Street E. Stormwater BMPs

Calculated By: Joe Barten 5/4/2020 20-CIF-01

Project Value Estimate

***Price estimates are for installed items unless otherwise noted**

Project Items or Activities		Unit	Unit Price	Extended Cost
Structure MH-SS8 - Bioclean SciClone HDS - SC-4	1	lump	\$23,800.00	\$23,800.00
Structure MH-SS-9 SAFL Baffle	1	lump	\$6,110.00	\$6,110.00
Structure MH-SS-13 SAFL Baffle	1	lump	\$6,110.00	\$6,110.00

Subtotal: \$36,020.00

Total Estimated Project Value (rounded to nearest \$100)= \$36,000.00

CIF Up to 75% of Project Value- Not to Exceed = \$25,000.00

SWCD Cost Share Policies:

- When labor, equipment and/or materials are proposed to be provided by the applicant to complete the project, the value of these item shall be estimated at:
 - Labor rate of \$25 per hour for general labor (Date, times and activity must be documented)
 - Labor rate of \$50 per yard for concrete work.
 - Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (incl. labor) at \$60 per hour.
 - Materials: \$8 per ton for gravel, \$5 per yard for sand.
 - Professional or semi-professional services such as construction administration or engineering labor rate at \$75 per hour. (Date, times and activity must be documented)
- All Cost Share Program contracts and requests for payment require the approval of the Dakota County Soil and Water Conservation District (District) Board of Supervisors (Board).

Applicant Signature



Steve W. Dodge

May 5, 2020

ABSTRACT OF BIDS
64TH STREET AREA IMPROVEMENTS
CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
BID DATE: FEBRUARY 13, 2020 AT 11:00 AM

						1 VALLEY PAVING, INC.		
ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	
PART 1: STREETS								
1	2021.501	MOBILIZATION		1	LS	\$38,500.00	\$38,500.00	
2	2101.524	CLEARING		3	TREE	\$260.00	\$780.00	
3	2101.524	GRUBBING		3	TREE	\$52.00	\$156.00	
4	2104.502	SALVAGE SIGN TYPE C		6	EACH	\$52.00	\$312.00	
5	2104.502	SALVAGE LIGHTING UNIT		3	EA	\$572.00	\$1,716.00	
6	2104.503	REMOVE CURB & GUTTER (SPOT REPAIR)		1200	LF	\$8.50	\$10,200.00	
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		48	SY	\$19.00	\$912.00	
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		215	SY	\$7.50	\$1,612.50	
9	2105.507	SPOT SUBGRADE EXCAVATION (CORRECTION)	(EV)	642	CY	\$32.00	\$20,544.00	
10	2105.604	FINISH GRADING (P)	(P)	9624	SY	\$0.92	\$8,854.08	
11	2105.607	COMMON EXCAVATION (P)	(P)	79	CY	\$50.00	\$3,950.00	
12	2105.607	HAUL EXCESS RECLAIM MATERIAL OFF SITE	(EV)	678	CY	\$21.50	\$14,577.00	
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)		30	HR	\$170.00	\$5,100.00	
14	2130.501	WATER		324	MGAL	\$20.00	\$6,480.00	
15	2211.509	AGGREGATE BASE (EXCESS RECLAIM)	(CV)	30	CY	\$26.00	\$780.00	
16	2211.607	SUBGRADE CORRECTION W/ EXCESS RECLAIM	(CV)	642	CY	\$13.75	\$8,827.50	
17	2215.504	FULL DEPTH RECLAMATION (P)	(P)	9624	SY	\$1.15	\$11,067.60	
18	2232.604	EDGE MILL BITUMINOUS SURFACE		67	SY	\$10.00	\$670.00	
19	2331.603	JOINT ADHESIVE (MASTIC)		4800	LF	\$0.57	\$2,736.00	
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT		674	GAL	\$2.50	\$1,685.00	
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)		1339	TON	\$80.88	\$108,298.32	
22	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)		2009	TON	\$72.64	\$145,933.76	
23	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,E), DRIVEWAY		45	TON	\$140.00	\$6,300.00	
24	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)		3	EA	\$850.00	\$2,550.00	
25	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)		1200	LF	\$23.85	\$28,620.00	
26	2531.503	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	(6)	100	LF	\$23.85	\$2,385.00	
27	2531.504	6" CONCRETE DRIVEWAY PAVEMENT		48	SY	\$86.25	\$4,140.00	
28	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE		30	CY	\$19.25	\$577.50	
29	2545.602	INSTALL LIGHTING UNIT	(7)	3	EA	\$2,225.00	\$6,675.00	
30	2563.601	TRAFFIC CONTROL		1	LS	\$3,200.00	\$3,200.00	
31	2564.518	SIGN PANELS TYPE C		61	SF	\$62.40	\$3,806.40	
32	2573.501	STABILIZED CONSTRUCTION EXIT		1	LS	\$2,130.00	\$2,130.00	
33	2573.501	EROSION CONTROL SUPERVISOR		1	LS	\$1,500.00	\$1,500.00	
34	2573.502	STORM DRAIN INLET PROTECTION		27	EACH	\$150.00	\$4,050.00	
35	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST		350	LF	\$4.00	\$1,400.00	
36	2573.601	STORMWATER MANAGEMENT ALLOWANCE		1	LS	\$5,000.00	\$5,000.00	
37	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	(LV)	750	CY	\$42.25	\$31,687.50	
38	2575.601	LANDSCAPING ALLOWANCE		1	LS	\$10,000.00	\$10,000.00	
39	2575.608	FLEXTERRA HYDROMULCH, SEED MIX 25-151, FERTILIZER		4668	SY	\$1.87	\$8,729.16	

						1 VALLEY PAVING, INC.		
ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	
PART 1: STREETS - PROJECT TOTAL							\$516,442.32	
PART 2: SANITARY SEWER								
40	2104.502	REMOVE CASTING & RINGS (SANITARY)		11	EACH	\$125.00	\$1,375.00	
41	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL		11	EACH	\$215.00	\$2,365.00	
42	2506.502	INSTALL NEW RINGS AND CASTING (SANITARY)		6	EACH	\$1,025.00	\$6,150.00	
43	2506.602	RECONSTRUCT SANITARY MANHOLE	(8)	5	EACH	\$1,900.00	\$9,500.00	
PART 2: SANITARY SEWER - PROJECT TOTAL							\$19,390.00	
PART 3: WATERMAIN								
44	2104.502	REMOVE GATE VALVE		1	EACH	\$660.00	\$660.00	
45	2104.602	REMOVE HYDRANT & VALVE	(1)	5	EACH	\$660.00	\$3,300.00	
46	2104.602	REMOVE WATER SERVICE		3	EACH	\$440.00	\$1,320.00	
47	2504.602	HYDRANT & GATE VALVE	(2)	5	EACH	\$8,500.00	\$42,500.00	
48	2504.602	6" GATE VALVE & BOX		2	EACH	\$2,800.00	\$5,600.00	
49	2504.602	REMOVE AND REPLACE GATE VALVE BOX		4	EACH	\$1,700.00	\$6,800.00	
50	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS		4	EACH	\$2,325.00	\$9,300.00	
51	2504.602	1" CORPORATION STOP		3	EACH	\$565.00	\$1,695.00	
52	2504.602	1" CURB STOP AND BOX		3	EACH	\$630.00	\$1,890.00	
53	2504.602	ADJUST CURB STOP		6	EACH	\$200.00	\$1,200.00	
54	2504.603	1" COPPER PIPE, TYPE K		120	LF	\$70.50	\$8,460.00	
55	2504.604	4" POLYSTYRENE INSULATION		32	SY	\$60.00	\$1,920.00	
56	2504.608	DUCTILE IRON FITTINGS		300	POUND	\$9.05	\$2,715.00	
PART 3: WATERMAIN - PROJECT TOTAL							\$87,360.00	
PART 4: STORM SEWER								
57	2104.502	REMOVE DRAINAGE STRUCTURE		6	EACH	\$440.00	\$2,640.00	
58	2104.502	REMOVE CASTING & RINGS (STORM)		10	EACH	\$125.00	\$1,250.00	
59	2104.503	REMOVE SEWER PIPE (STORM)		70	LF	\$12.50	\$875.00	
60	2451.609	GRANULAR BACKFILL (STORM)		64	TON	\$46.00	\$2,944.00	
61	2503.503	15" RC PIPE SEWER CLASS V		70	LF	\$97.50	\$6,825.00	
62	2503.602	INTERNAL ADJUSTING RING SEALANT (FLEX-SEAL)	(3)	19	EACH	\$725.00	\$13,775.00	Note: Saffle cost shown on separate quote sheet from valley paving.
63	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'		2	EACH	\$2,850.00	\$5,700.00	
65	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		1	EACH	\$7,150.00	\$7,150.00	
64	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' W/ SUMP	(9)	1	EACH	\$3,250.00	\$3,250.00	
66	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ SUMP & BAFFLE	(10)	2	EACH	\$15,800.00	\$31,600.00	
67	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	(4)	1	EA	\$23,800.00	\$23,800.00	
68	2506.602	INSTALL NEW RINGS AND CASTING (STORM)		10	EACH	\$775.00	\$7,750.00	
69	2506.602	CONNECT TO EXISTING STORM STRUCTURE		1	EACH	\$1,000.00	\$1,000.00	
70	2506.602	CONNECT TO EXISTING STORM SEWER		4	EACH	\$850.00	\$3,400.00	
PART 4: STORM SEWER - PROJECT TOTAL							\$111,959.00	

						1		
						VALLEY PAVING, INC.		
ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS								
71	2104.502	CLEARING		75	TREE	\$315.00	\$23,625.00	
72	2104.503	GRUBBING		75	TREE	\$52.00	\$3,900.00	
73	2104.502	REMOVE DRAINAGE STRUCTURE		4	EACH	\$600.00	\$2,400.00	
74	2104.502	REMOVE CASTING ASSEMBLY		2	EACH	\$250.00	\$500.00	
75	2104.503	REMOVE SEWER PIPE (STORM)		60	LF	\$16.00	\$960.00	
76	2104.503	SALVAGE CHAIN LINK FENCE		100	LF	\$12.50	\$1,250.00	
77	2105.607	COMMON EXCAVATION - RAVINE (P)	(P)(EV)	335	CY	\$16.00	\$5,360.00	
78	2105.607	COMMON EXCAVATION - WATER QUALITY BMP (P)	(P)(EV)	398	CY	\$25.00	\$9,950.00	
79	2451.609	GRANULAR BACKFILL (STORM)		142	TON	\$62.00	\$8,804.00	
80	2501.502	12" RC PIPE APRON		3	EACH	\$1,100.00	\$3,300.00	
81	2501.502	24" RC PIPE APRON		1	EACH	\$2,050.00	\$2,050.00	
82	2502.602	INSTALL 6" PVC PIPE DRAIN CLEANOUT (VENTED)		7	EACH	\$440.00	\$3,080.00	
83	2502.603	6" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK		125	LF	\$26.00	\$3,250.00	
84	2502.603	6" SOLID PVC PIPE DRAIN		25	LF	\$36.00	\$900.00	
85	2503.503	12" RC PIPE SEWER CLASS V		40	LF	\$96.50	\$3,860.00	
86	2503.503	15" RC PIPE SEWER CLASS V		157	LF	\$55.40	\$8,697.80	
87	2503.503	24" RC PIPE SEWER CLASS IV		459	LF	\$80.25	\$36,834.75	
88	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		5	EACH	\$4,800.00	\$24,000.00	
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ WEIR	(11)	1	EACH	\$6,025.00	\$6,025.00	
90	2506.602	CASTING ASSEMBLY R-4342 W/ PRECAST CONCRETE FRAME		2	EACH	\$1,125.00	\$2,250.00	
91	2506.602	CONNECT TO EXISTING STORM SEWER		3	EACH	\$850.00	\$2,550.00	
92	2506.602	RECONSTRUCT DRAINAGE STRUCTURE		1	EACH	\$1,350.00	\$1,350.00	
93	2511.509	RANDOM RIPRAP, CLASS IV		110	CY	\$185.00	\$20,350.00	
94	2571.602	DECIDUOUS SHRUB, 5 GAL		30	EACH	\$208.00	\$6,240.00	
95	2573.502	STORM DRAIN INLET PROTECTION		3	EACH	\$250.00	\$750.00	
96	2573.503	SILT FENCE, TYPE MS		2200	LF	\$2.05	\$4,510.00	
97	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER		360	LF	\$11.50	\$4,140.00	
98	2574.607	FILTRATION MEDIA, 24" THICK	(LV)	124	CY	\$70.00	\$8,680.00	
99	2574.607	BOULEVARD TOPSOIL BORROW, 4" THICK	(LV)	925	CY	\$36.00	\$33,300.00	
100	2575.604	FLEXTERRA HYDROMULCH, SEED MIX 25-151, FERTILIZER		350	SY	\$1.87	\$654.50	
101	2575.604	STRAW BLANKET, FOREST GROUND COVER EAST SEED MIX, FERTILIZER		4980	SY	\$1.87	\$9,312.60	
102	2575.604	STRAW BLANKET, SEED 33-261, FERTILIZER		370	SY	\$1.87	\$691.90	
103	2575.604	ENKAMAT TRM		874	SY	\$12.50	\$10,925.00	
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS - PROJECT TOTAL							\$ 254,450.55	
PART 6: RAINGARDENS								
104	2411.602	RAIN GARDEN RET. WALL (MODULAR BLOCK)		125	SF	\$39.25	\$4,906.25	
105	2411.602	RAIN GARDEN RET. WALL (BOULDER)		125	SF	\$41.50	\$5,187.50	
106	2502.602	CONNECT DRAIN TILE TO CATCH BASIN		2	EACH	\$525.00	\$1,050.00	
107	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)		2	EACH	\$475.00	\$950.00	
108	2502.602	4" x 4" TEE (DRAIN TILE TO PVC)		2	EACH	\$200.00	\$400.00	
109	2502.602	4" KNIFE VALVE AND BOX		2	EACH	\$1,125.00	\$2,250.00	
110	2502.603	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK		40	LF	\$43.50	\$1,740.00	
111	2502.603	4" SOLID PVC PIPE DRAIN		50	LF	\$29.00	\$1,450.00	

						1		
						VALLEY PAVING, INC.		
ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	
112	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE RAIN GARDEN)		2	EACH	\$1,000.00	\$2,000.00	

						1		
						VALLEY PAVING, INC.		
ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	
113	2540.603	LANDSCAPE EDGER PLASTIC		150	LF	\$22.00	\$3,300.00	
114	2571.527	PERENNIAL (GALLON)		140	PLANT	\$5.25	\$735.00	
115	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING		400	SF	\$15.75	\$6,300.00	
PART 6: RAINGARDENS - PROJECT TOTAL						\$	\$30,268.75	
PROJECT SUMMARY								
PART 1: STREETS TOTAL						\$	\$516,442.32	
PART 2: SANITARY SEWER TOTAL						\$	\$19,390.00	
PART 3: WATERMAIN TOTAL						\$	\$87,360.00	
PART 4: STORM SEWER TOTAL						\$	\$111,959.00	
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS TOTAL						\$	\$254,450.55	
PART 6: RAINGARDENS TOTAL						\$	\$30,268.75	
PROJECT TOTAL						\$	\$1,019,870.62	



952-445-8615 voice

8800 13th Ave E Shakopee MN 55379

952-445-0355 fax

To: Erick Seaburg- Bolton & Menk
RE: IGH 64th St. Saffle Baffle Pricing
Date: 4/9/2020
From: Dustin Goranson

Valley Paving is pleased to provide you pricing for the saffle baffle portion of item #66 for the above-mentioned project. Price includes labor and materials to furnish and install per city specifications.

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	PRICE	EXTENSION
66	Saffle Baffle	2.00	EA	6,110.00	\$12,220.00
				Total	\$12,220.00

Please call with any questions.

Regards,

Dustin Goranson
Valley Paving, Inc.
612-590-5573



Dakota County Soil and Water Conservation District

Affadavit for Voluntary Cost Share

Cost Share Program ☐ IPP ☐ NPR ☐ CCS ☒ CIF ☐ CCP

PROJECT NAME: 64th Street E. Stormwater BMPs
LAND OCCUPIER (APPLICANT): Steve Dodge, P.E.
PROJECT ADDRESS: 64th St. E. and Bowman Cir.

Cost Share ID: 20-CIF-01

The Dakota County SWCD Board is responsible for complying with all requirements for use of State and local grant funds. The SWCD Board reserves the right to verify eligibility for all potential grantees and projects.

DAKOTA COUNTY SWCD POLICY

- The primary purpose of conservation practices funded by the Dakota County SWCD is to restore, protect, and enhance water quality using technical assistance and cost share funds to install projects which otherwise would not be installed.
- In order to be eligible for grant funds from the SWCD, a project must be voluntary. This means the project is not being implemented to meet any State, County, City, or Township regulatory requirements, ordinances, or conditional use permits.
- Portions of a project may be eligible for funding if that portion is voluntary and exceeds regulatory requirements.
- The Dakota County SWCD may request documentation verifying the voluntary status of a conservation practice

TERMS OF AFFADAVIT

- By signing this affadavit, I certify that the conservation practice for which I am seeking cost share grant funding is voluntary or the portion for which I am seeking funding is voluntary.
- I understand that I am responsible for clearly and thoroughly tracking and separating costs for voluntary and non-voluntary aspects of the project and submitting that information to the SWCD for grant verification, should they be included in the same cost tabulation.
- I certify that I am not aware of any planned projects which may occur in the next 10 years, which would require a similar conservation project to meet any State, County, City, or Township ordinances or conditional use permits.
- I certify that this conservation project is voluntary to the best of my knowledge and is not being implemented to meet any State, County, City, or Township ordinances or conditional use permits.

APPLICANT

PRINT Steve Dodge, P.E.

SIGNATURE

Steve W Dodge

DATE May 5, 2020

REGULATORY REPRESENTATIVE (if same as applicant, please indicate that below)

PRINT SAME

SIGNATURE

DATE _____

Revised 1/15/20

AGENDA ITEM _40

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Contract Amendment No. 1 for Additional Engineering Services from Bolton & Menk for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: May 11, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution accepting Contract Amendment No. 1 for additional engineering services from Bolton & Menk for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

On August 12, 2019, the City Council ordered a feasibility study for City Project No. 2019-09D – 64th Street Area Improvements and on August 26, 2019, authorized Bolton & Menk, Inc. to provide preliminary engineering services in the amount of \$66,400. On November 25, 2019, City Council authorized Bolton & Menk to provide professional engineering services for final design, bidding and construction in the amount of \$116,723.

Bolton & Menk submitted Contract Amendment No. 1 for additional work in the amount of \$23,700 for engineering services related to additional resident meetings, easement acquisition services, surveying and staking, and design. The additional work under Contract Amendment No. 1 will be funded through the engineering and contingency funds for the project.

Staff recommends that the City Council adopt the resolution accepting the Bolton & Menk Contract Amendment No. 1 for additional services in the amount of \$23,700 for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution

Bolton & Menk Contract Amendment No. 1

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

**RESOLUTION ACCEPTING CONTRACT AMENDMENT NO. 1 FOR ADDITIONAL ENGINEERING
SERVICES FROM BOLTON & MENK FOR CITY PROJECT NO. 2019-09D – 64TH STREET AREA
IMPROVEMENTS**

RESOLUTION NO. 2020-84

WHEREAS, on August 12, 2019, City Council ordered the preparation of a feasibility report for City Project No. 2019-09D; and

WHEREAS, the City Council approved Bolton & Menk, Inc. to provide preliminary engineering services in the amount of \$66,400 on August 26, 2019, and approved final design and construction engineering services in the amount of \$116,723 on November 25, 2019 for City Project No. 2019-09D;

WHEREAS, Bolton & Menk, Inc. has submitted Contract Amendment No. 1 for additional easement acquisition, surveying and engineering services in the amount of \$23,700 for City Project No. 2019-09D.

NOW, THEREFORE, BE IT RESOLVED that City Council of Inver Grove Heights receives and accepts Contract Amendment No. 1 from Bolton & Menk in the amount of \$23,700 to be funded by the engineering and contingency funds for City Project No. 2019-09D – 64th Street Area Improvements.

Approved by the City Council of Inver Grove Heights this 11th day of May 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

March 24, 2020

Steve Dodge, PE
Assistant City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: 64th Street Area Improvements, City Project No. 2019-09D
Amendment #1 to Professional Services Agreement
City of Inver Grove Heights

Dear Mr. Dodge,

Our topographic survey and preliminary engineering proposal dated August 21, 2019 included:

Topographic Surveying	\$35,500
-----------------------	----------

Our final design and construction services proposal dated November 18, 2019 included:

Rear-Yard Storm Sewer & Ravine Design	\$21,240
Meetings and Stakeholder Coordination	\$2,670

Over the course of the project, the project scope changed to include additional professional services in order to carry the project through final design and bidding. The following changes have generated professional services and associated fees:

1. Topographic Surveying
 - a. The planned storm sewer route through the ravine changed after the initial topographic survey and the new alignment required additional topographic survey.
 - b. 6 proposed easements were staked on 4 properties as part of the easement acquisition.
2. Rear-Yard Storm Sewer & Ravine Design
 - a. Negotiations with properties owners abutting the ravine resulted in changes to the design of the stormwater bio-filtration basin. Accordingly, the design was changed and updated plan sheets, quantities, and a change order were prepared.
3. Meetings and Stakeholder Coordination
 - a. Bolton & Menk staff worked with City staff to provide a high level of customer service to the residents impacted by the project. Several on-site meetings were held to inform residents and receive feedback.
 - b. Bolton & Menk staff led the easement acquisition process by corresponding directly with affected property owners, preparing letters and agreements, and organizing in-home meetings.

Name: Steve Dodge, PE

Date: March 24, 2020

Page: 2

Based on the scope changes described above, we are requesting that the professional services fee for each task be increased as follows:

	ORIGINAL FEE	INCREASE	PROPOSED FEE
Topographic Surveying	\$35,550	\$9,500	\$45,050
Rear-Yard Storm Sewer & Ravine Design	\$21,240	\$5,200	\$26,440
Meetings & Stakeholder Coordination	\$2,670	\$9,000	\$11,670

The total increase to our existing contracts would be \$23,700. We look forward to continuing our work with the City on these important infrastructure improvements.

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, PE

Project Manager

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: May 11, 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, DCSWCD Grant

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

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 \$522,805.44. The total assessment amount is approximately 54.7 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.

The final assessment roll was adjusted for previous storm assessments paid on the 65th Street project in 2012 for properties 2512 and 2530 Upper 64th Street.

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, April 17th, 2020 and May 2, 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 May 11, 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. Phone number: 651-450-2471
 - b. Please call in by 7 pm, the City Council meeting start time on May 11, 2020.
 - c. Phone calls will also be taken during the City Council meeting; however, public comment must be received prior to Council closing the hearing.
 - d. Provide Name, address and phone number to be reached at.
 - e. Identify you are calling in for public hearing comment on City Project 2019-09D – 64th Street Area Improvements
 - f. The City Staff person managing the calls for public hearing comment will provide directions.

To view the May 11th Council meeting live you can:

- (1) livestream on Townsquare TV in real time. The meeting can be viewed at <https://www.townsquare.tv/webstreaming>.

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 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

Letter of Continuation of Remote Assessment Hearing dated May 2, 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 – 64th Street Area Improvements for the following area: 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 11th day of May 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

FINAL ASSESSMENT ROLL
CITY PROJECT NO. 2019-09D - 64TH STREET AREA IMPROVEMENTS
ASSESSMENT TERM: 10 YEARS; INTEREST RATE 3.15% BEGINS ACCRUAL IN 2021

MAP NO.	PID NO.	OWNER	OWNER ADDRESS	PROPOSED ASSESSMENT	2012-09D STORM CREDIT	FINAL ASSESSMENT	DEFERRED ASSESSMENT
1	204860201050	THOMAS J & ROBIN M MARTIAN	2509 64TH AVE E	\$10,667.78		\$10,667.78	
2	204860201040	SCOTT CLANCY & KATHERINE HANSEN	2527 64TH AVE	\$10,667.78		\$10,667.78	
3	204860201030	STEVE & ARDITH DENZER	2543 64TH AVE	\$10,667.78		\$10,667.78	
4	204860201020	ERIC & SHERYL MIELKE	2559 64TH AVE	\$10,667.78		\$10,667.78	
5	204860201010	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	\$66,628.42		\$66,628.42	
6	204860202010	GARY VOGT	2649 64TH AVE E	\$10,667.78		\$10,667.78	
7	204860202020	ERIC & DIANE A SWEARINGEN	2671 64TH AVE E	\$10,667.78		\$10,667.78	
8	204860202030	MOLLY AMUNDSON & DEREK VETSCH	2695 64TH AVE E	\$10,667.78		\$10,667.78	
9	204860202040	DONALD KUEHN	2713 64TH AVE E	\$10,667.78		\$10,667.78	
10	203975001020	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	\$10,667.78		\$10,667.78	**\$10,667.78
11	203975001010	RONALD & DIANE STUDER	2720 64TH AVE E	\$10,667.78		\$10,667.78	
12	204860202060	JAMES & MARY BETH BACKSTROM	2706 64TH AVE E	\$10,667.78		\$10,667.78	
13	204860202070	NEALE & ANNE LEHMKUHL	6420 BOWMAN CIR	\$10,667.78		\$10,667.78	
14	204860202080	DOUGLAS & LYNNE SOVINSKI	6434 BOWMAN CIR	\$10,667.78		\$10,667.78	
15	204860202090	LINDA RIVARD	6452 BOWMAN CIR	\$10,667.78		\$10,667.78	
16	204860202100	GERALD & ELIZABETH LANG	6470 BOWMAN CIR	\$10,667.78		\$10,667.78	
17	204860202110	ROBERT & SANDRA LISSICK	6490 BOWMAN CIR	\$10,667.78		\$10,667.78	
18	204860202120	CHASE WHITE	6483 BOWMAN CIR	\$10,667.78		\$10,667.78	
19	204860202130	KATRINA THOMAS & ROBERT SCHOONOVER	6469 BOWMAN CIR	\$10,667.78		\$10,667.78	
20	204860202140	TIMOTHY & BARBARA HIGGINS	6453 BOWMAN CIR	\$10,667.78		\$10,667.78	
21	204860202150	DONOVAN & TEAL GRUEBELE	6437 BOWMAN CIR	\$10,667.78		\$10,667.78	
22	204860202160	AARON & HEIDI ORNELAS	6421 BOWMAN CIR	\$10,667.78		\$10,667.78	
23	204860202170	DAVID RUCKMAR	2612 64TH AVE E	\$10,667.78		\$10,667.78	
24	204860202180	PRESTON & KELSEY KACKMAN	2594 64TH AVE E	\$10,667.78		\$10,667.78	
25	204860202190	SCOTT & ROSE ELLIOTT	2578 64TH AVE E	\$10,667.78		\$10,667.78	
26	204860202200	LUCAS & RACHEL BOEHM	2560 64TH AVE E	\$10,667.78		\$10,667.78	
27	204860202210	TIMOTHY & SUSAN WANZEK	2544 64TH AVE E	\$10,667.78		\$10,667.78	
28	204860202220	WILLIAM SR & LINDA KRODEL	2528 64TH AVE E	\$10,667.78		\$10,667.78	
29	204860202230	RAY HUBER & JANE WEBER	2510 64TH AVE E	\$10,667.78		\$10,667.78	
30	204860202240	BRIAN & KATHLEEN SIMS	2511 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
31	204860202250	ANNE TODD	2529 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
32	204860202260	NICHOLAS MESENBOURG	2545 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
33	204860202270	CLARICE ROSEN	2561 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
34	204860202280	GARY & MARY GARFIELD	2577 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
35	204860202290	CHARLES ENGREM & ANNA HOFFMANN	2595 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
36	204860202300	DANIEL & THERESA COLLINS	2611 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
37	204860202310	BRADY MICHAEL & AMY MARIE PETERSON	2614 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
38	204860202320	DAVID RAVN	2596 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
39	204860202330	STEVEN & BARBARA DOMEIER	2580 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
40	204860202340	LAURA & JOSEPH JANQUART	2562 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
41	204860202350	RICHARD & SUSAN ROWELL	2546 UPPER 64TH CT E	\$10,667.78		\$10,667.78	
42	204860202360	JAMES & ANNETTE GERTEN	2530 UPPER 64TH CT E	\$10,667.78	\$272.64	\$10,395.14	
43	204860202370	LYDIA SANCHEZ	2512 UPPER 64TH CT E	\$10,667.78	\$2,264.88	\$8,402.90	
				\$514,675.18	\$2,537.52	\$512,137.66	\$10,667.78
				TOTAL ASSESSED			\$522,805.44

** 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:

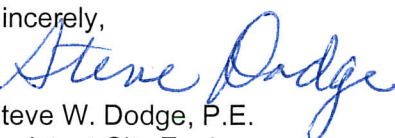
Project Status Updates

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.



City of Inver Grove Heights

www.invergroveheights.org

May 1, 2020

RESIDENT/PROPERTY OWNER:

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

Dear RESIDENT/PROPERTY OWNER:

On May 11, 2020 at 7:00 p.m., 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 May 11th, 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. Phone number: 651-450-2471
 - b. Please call in by 7 pm, the City Council meeting start time on May 11, 2020.
 - c. Phone calls will also be taken during the City Council meeting; however, public comment must be received prior to Council closing the hearing.
 - d. Provide Name, address and phone number to be reached at.
 - e. Identify you are calling in for public hearing comment on City Project 2019-09D – 64th Street Area Improvements
 - f. The City Staff person managing the calls for public hearing comment will provide directions.

(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)

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 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.,

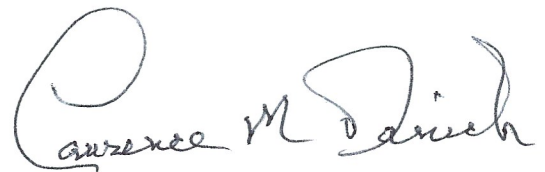
I have been instructed to provide a benefit analysis report of a complete street reconstruction, described later in this report.

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

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

Meeting Date: May 11, 2020

Item Type: Regular

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

Prepared by: Steve W. Dodge, Assistant 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, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider resolution approving a special assessment deferment 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 deferment 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 deferment 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 deferment 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 (unless otherwise determined by Council). If the deferment 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 deferment 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 11th day of May, 2020.

Attest:

George Tourville, Mayor

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.

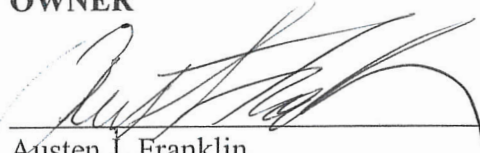
6.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest. This Agreement shall run with the Property.

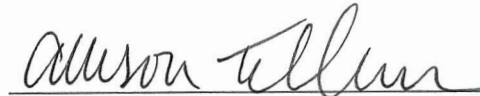
6.9 Recording. This Agreement may be recorded with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

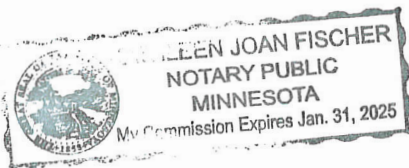
OWNER

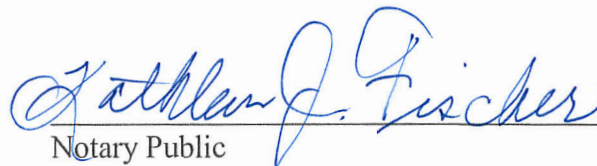

Austen J. Franklin


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.

AGENDA ITEM 7B

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Awarding Contract for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: May 11, 2020

Item Type: Regular

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

New FTE requested – N/A

☒

Other: Pavement Management Fund,
Franchise Fee Funds, Sewer Fund,
Water Fund, Storm Water Utility Fund,
Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

Bids were opened at 10:00 a.m. on February 13, 2020 for the subject project. Eight (8) contractors submitted bids. Due to cost and design considerations, the Rain Gardens (Part 6) are not being considered for award. Valley Paving, Inc. is the lowest responsible bidder with a total bid amount of \$989,601.87 (Parts 1-5). The lowest responsible bid amount is within the budgeted amount per the feasibility study.

The bids were received as follows:

BIDDER	Total Base Bid (Parts 1 through 5)
Valley Paving, Inc.	\$989,601.87
McNamara Contracting, Inc.	\$1,001,402.50
SGP Contracting, Inc.	\$1,033,976.03
Minnesota Paving & Materials	\$1,049,189.00
Lametti & Sons, Inc.	\$1,064,825.00
S.M. Hentges & Sons, Inc.	\$1,085,651.11
Veit & Company, Inc.	\$1,125,973.55
Northwest Asphalt, Inc	\$1,137,158.34

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract to Valley Paving, Inc. for a total contract amount of \$989,601.87 for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution

Summary of Bids from Bolton & Menk, Inc.

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

**RESOLUTION AWARDING CONTRACT FOR CITY PROJECT NO. 2019-09D – 64TH STREET
AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2019-09D – 64th Street Area Improvements, 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 (Parts 1 through 5)
Valley Paving, Inc.	\$989,601.87
McNamara Contracting, Inc.	\$1,001,402.50
SGP Contracting, Inc.	\$1,033,976.03
Minnesota Paving & Materials	\$1,049,189.00
Lametti & Sons, Inc.	\$1,064,825.00
S.M. Hentges & Sons, Inc.	\$1,085,651.11
Veit & Company, Inc.	\$1,125,973.55
Northwest Asphalt, Inc	\$1,137,158.34

WHEREAS, Valley Paving, Inc. is the lowest responsible bidder with a total bid, Parts 1-5, of \$989,601.87 for City Project No. 2019-09D – 64th Street Area Improvements.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Valley Paving, Inc. in the name of the City of Inver Grove Heights, for City Project No. 2019-09D – 64th Street Area Improvements according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City Project No. 2019-09D shall be funded through Pavement Management Fund, Franchise Fee Funds, Sewer Fund, Water Fund, Storm Water Utility Fund, DCSWCD Grant, and Special Assessments

Adopted by the City Council of Inver Grove Heights this 11th day of May 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 13, 2020

Honorable Mayor and City Council
8150 Barbara Avenue
Inver Grove Heights, MN

RE: Bid Results
64th Street Area Improvements
City Project No. 2019-09D
City of Inver Grove Heights

Dear Honorable Mayor and City Council,

Bids for the 64th Street Area Improvements Project were opened on Thursday, February 13, 2020. Eight (8) bids were received and the following is a bid summary:

BIDDERS	TOTAL BID (PARTS 1-6)	TOTAL BID (PARTS 1-5)
1 Valley Paving, Inc.	\$1,019,870.62	\$989,601.87
2 McNamara Contracting, Inc.	\$1,029,663.75	\$1,001,402.50
3 SGP Contracting, Inc.	\$1,062,315.19	\$1,033,976.03
4 OMG Midwest Inc. dba	\$1,069,879.00	\$1,049,189.00
5 S.M. Hentges & Sons Inc.	\$1,111,111.11	\$1,085,651.11
6 Lametti & Sons, Inc.	\$1,111,150.00	\$1,064,825.00
7 Veit & Company, Inc.	\$1,150,567.05	\$1,125,973.55
8 Northwest Asphalt, Inc.	\$1,165,480.34	\$1,137,158.34

Based on the summary above, if the City Council wishes to award the Project to the lowest bidder based on Parts 1-5, then Valley Paving, Inc. should be awarded the Project on the Total Bid Amount of \$989,601.87.

If you have any questions, please feel free to contact me at (763) 732-8751.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg, P.E.
Project Manager

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Land Acquisition Agreements related to City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: May 11, 2020

Item Type: Regular

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Assistant 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, Special Assessments, Utility Funds, Storm Water Utility Fund and DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider resolution approving land acquisition agreements related to City Project No. 2019-09D – 64th Street Area Improvements

SUMMARY

Staff and consultant have worked with residents on the necessary agreements for City Project 2019-09D – 64th Street Area Improvements as listed:

6453 Bowman Circle (Tim & Barb Higgins)

- Easement Conveyance & Assessment Appeal Waiver Agreement
- Permanent Water Main Easement
- Temporary Construction, Slope, and Grading Easement

6492 Bordeaux Ct (Fred Lone & Carol Berres)

- Easement Conveyance Agreement
- Permanent Drainage, Utility, and Stormwater Ponding Easement
- Temporary Construction, Slope, and Grading Easement

6494 Bordeaux Ct (Salvador & Gail Martinez)

- Easement Conveyance Agreement
- Temporary Construction, Slope, and Grading Easement

6496 Bordeaux Ct (Max & Andrea Bader)

- Easement Conveyance Agreement
- Temporary Construction, Slope, and Grading Easement

The agreements are for temporary and/or permanent easement costs with payment of such easement to be covered per the assessment agreement.

LAND ACQUISITION COSTS

Address	Name	Temporary Easement Costs	Permanent Easement Costs	Improvements Impacted & Considerations	Total	Deduct from Assessment Amount
6453 Bowman Circle	Higgins	\$329	\$3,018	\$650	\$3,997	Yes
6492 Bordeaux Ct	Lone, Berres	\$1,998	\$56	\$10,500	\$12,554	N/A
6494 Bordeaux Ct	Martinez	\$853	\$0	\$1,647	\$2,500	N/A
6496 Bordeaux Ct	Bader	\$1,697	\$0	\$6,500	\$8,197	N/A

The homeowners have signed the agreements. The total land acquisition costs are \$27,248. The City will submit payment for the easements or credit to the assessment per the conveyance agreement.

Staff recommends approval of the resolution approving permanent and/or temporary easement agreements and approving assessment agreement for City Project No. 2019-09D – 64th Street Area Improvements

SWD/kf

Attachments: Resolution
Easement Agreements (6)
Conveyance and/or Assessment Agreement (4)

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

**RESOLUTION APPROVING PERMANENT AND TEMPORARY EASEMENTS AGREEMENTS AND
ASSESSMENT AGREEMENT FOR CITY PROJECT NO. 2019-09D – 64TH STREET AREA
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, City Project No. 2016-09D was ordered on November 25, 2019 and the assessment hearing for the project was held on May 11, 2020; and

WHEREAS, certain temporary and permanent easement were required for grading and construction of existing and proposed stormwater facilities. An permanent easement was necessary for an existing watermain.

WHEREAS, payment for such easements were addressed per the assessment agreements with each property owner.

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

1. The following agreements are hereby approved by Mayor and Council:

6453 Bowman Circle (Tim & Barb Higgins)

- Easement Conveyance & Assessment Appeal Waiver Agreement
- Permanent Water Main Easement
- Temporary Construction, Slope, and Grading Easement

6492 Bordeaux Ct (Fred Lone & Carol Berres)

- Easement Conveyance Agreement
- Permanent Drainage, Utility, and Stormwater Ponding Easement
- Temporary Construction, Slope, and Grading Easement

6494 Bordeaux Ct (Salvador & Gail Martinez)

- Easement Conveyance Agreement
- Temporary Construction, Slope, and Grading Easement

6496 Bordeaux Ct (Max & Andrea Bader)

- Easement Conveyance Agreement
- Temporary Construction, Slope, and Grading Easement

2. Agreements shall be funded through the Storm Water Utility and Water Utility Fund

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT
WITH TIMOTHY D. HIGGINS AND BARBARA E. HIGGINS
RELATING TO PROPERTY AT 6453 BOWMAN CIRCLE
FOR CITY PROJECT NO. 2019-09D
(64TH STREET AREA IMPROVEMENTS)**

THIS EASEMENT CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT ("Agreement") is made, entered into and effective as of the ____ day of _____, 2020 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Timothy D. Higgins and Barbara E. Higgins, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns the tax parcel identified on the attached **Exhibit No. 1** (the Assessed Real Property). The tax parcel is located at 6453 Bowman Circle, Inver Grove Heights, MN 55076 in Dakota County, Minnesota.

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Permanent Water Main Easement in the form attached hereto as **Exhibit No. 2**) and the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Temporary Construction, Slope and Grading Easement in the form attached hereto as **Exhibit No. 3**) in exchange for the total sum of \$3,997 (Easement Payment).

WHEREAS, the City proposes to specially assess the Assessed Real Property for the Project.

WHEREAS, the City is willing to pay the Owner the Easement Payment by a partial prepayment of the special assessment to be levied against the Assessed Real Property for City Project No. 2019-09D and the Owner is willing to accept the Easement Payment by the City partially prepaying the special assessments against the Assessed Real Property for City Project No. 2019-09D.

WHEREAS, the Owner is willing to waive appeal rights pursuant to Minnesota Statutes Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531 with respect to the proposed special assessments against the Assessed Real Property for City Project No. 2019-09D.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance and for an assessment appeal waiver.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Assessed Real Property. The tax parcel identified on the attached Exhibit No. 1.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Permanent Water Main Easement to the City in the form attached hereto as Exhibit No. 2 and the Owner's execution and delivery of the Temporary Construction, Slope and Grading Easement in the form attached hereto as Exhibit No. 3.
- (f) Easement Payment. Easement Payment means the total sum of \$3,997.
- (g) Owner. Timothy D. Higgins and Barbara E. Higgins, husband and wife.
- (h) Project. City Project No. 2019-09D – 64th Street Area Improvements.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

- (a) Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, forever, a permanent easement for water main purposes pursuant to the Permanent Water Main Easement attached hereto as Exhibit No. 2.

Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors

and assigns, a temporary easement for construction, slope and grading purposes pursuant to the Temporary Construction, Slope and Grading Easement attached hereto as Exhibit No. 3.

The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.

- (b) Easement Payment to Reduce Assessed Real Property Assessment. For the Project, Owner authorizes the City to pay the Easement Payment by prepaying the prepayment amounts shown on Exhibit No. 1.
- (c) Assessed Real Property Assessment Appeal Waiver. For the Project, Owner hereby authorizes the City to levy special assessments against the Assessed Real Property up to the amounts shown on Exhibit No. 1 in the column labeled "Assessments to be Levied."

Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. §429.031, §429.061, §429.071 and §429.081 for the special assessments against the Assessed Real Property as shown on Exhibit No. 1 in the column labeled "Assessments to be Levied." Owner hereby waives any and all procedural and substantive objections to such special assessments. Owner hereby waives notice and hearing requirements. Owner hereby waives any claim that any of the assessments shown on Exhibit No. 1 exceed the benefit to the Assessed Real Property for the Project improvements. Owner acknowledges that the benefit of the Project improvements to the Assessed Real Property does in fact equal or exceed the amount of the Project assessments against the Assessed Real Property shown on Exhibit No. 1 in the column labeled "Assessments to be Levied."

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

- (a) Payment of Easement Payment. In consideration of the covenants and agreements of the Owner, the City agrees that upon the City requesting delivery of the Easement Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City prepaying the amounts shown on Exhibit No. 1 in order to reduce the remaining special assessment against the Assessed Real Property. The remaining unpaid special assessment shall be the assessment certified to the county for collection unless the Owner chooses to also pay the remaining unpaid amount prior to certification to the county.
- (b) Project Assessments. City agrees that the levied assessment for the Project against the Assessed Real Property shall not exceed the amount shown on Exhibit No. 1 in the column labeled "Assessments to be Levied." The principal amount of the assessments shall be spread over ten (10) annual principal payments plus interest. The first installment of principal and interest shall be in calendar year ____.

accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

OWNER:

Timothy D. Higgins

Barbara E. Higgins

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Timothy D. Higgins and Barbara E. Higgins, 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:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT NO. 1
ASSESSED REAL PROPERTY

TAX PARCEL IDENTIFICATION NO. (ASSESSED REAL PROPERTY)	CITY PROPOSED ASSESSMENTS TO BE LEVIED	AMOUNT TO BE PREPAID BY CITY BY WAY OF EASEMENT PAYMENT	REMAINING UNPAID ASSESSMENTS
20-48602-02-140	\$10,667.78	\$3,997	\$6,670.78

EXHIBIT NO. 2
PERMANENT WATER MAIN EASEMENT

EXHIBIT NO. 3
TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT

PERMANENT WATER MAIN EASEMENT FOR
LOT 14, BLOCK 2, MICHAEL D. DUPONT 3RD ADDITION
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT WATER MAIN EASEMENT FOR LOT 14, BLOCK 2, MICHAEL D. DUPONT 3RD ADDITION (Easement) is made, granted and conveyed this ____ day of _____, 2020, between Timothy D. Higgins and Barbara E. Higgins, husband and wife (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

For and in good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$3,018, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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:

Timothy D. Higgins

Barbara E. Higgins

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Timothy D. Higgins and Barbara E. Higgins, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 14, Block 2, Michael D. DuPont 3rd Addition, Dakota County, Minnesota

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for water main and water system purposes over, under and across the following:

**TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT
FOR 6453 BOWMAN CIRCLE, INVER GROVE HEIGHTS, MINNESOTA**

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City” and Timothy D. Higgins and Barbara E. Higgins, husband and wife, hereinafter referred to as “Landowner”.

WITNESSETH:

For and in good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$979.00, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, across, under, through and upon certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction over, across, under, through and upon those areas legally described and depicted on the attached **Exhibit A (hereafter “Temporary Easement Area”)** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Area for purposes related to the construction and to remove from the Temporary Easement Area trees, brush, herbage, vegetation, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

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

The City shall be responsible to repair, at the cost of the City, any damage caused by the City to the Landowner's irrigation system during construction of City Project No. 2019-09D (64th Street Area Improvements). Further, the City shall replace, if necessary, any damaged portions of the irrigation system at the cost of the City as a result of construction associated with City Project No. 2019-09D (64th Street Area Improvements).

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

The Landowner, for themselves and their successors and assigns, do hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs last:

- a. One (1) year after substantial completion of City Project No. 2019-09D (64th Street Area Improvements); or
- b. December 31, 2021.

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

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

LANDOWNER:

Timothy D. Higgins

Barbara E. Higgins

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Timothy D. Higgins and Barbara E. Higgins, 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:
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 ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes and uses incident and related thereto, under, over, across, through and upon the following described property:

That part of Lot 14, Block 2, MICHAEL D. DUPONT 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line and its extensions:

Commencing at the southwest corner of said Lot 14; thence on an assumed bearing of North 21 degrees 01 minute 28 seconds West along the westerly line of said Lot 14, a distance of 32.17 feet to the point of beginning of the line to be described; thence North 66 degrees 08 minutes 26 seconds East to the easterly line of said Lot 14, and said line there terminating.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of MICHAEL D. DUPONT 3RD ADDITION.

EXHIBIT A (CONTINUED) **DEPICTION OF TEMPORARY EASEMENT AREA**

PROPOSED EASEMENT DESCRIPTION

A temporary easement for construction purposes over, under, and across that part of Lot 14, Block 2, MICHAEL D. DUPONT 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line and its extensions:

Commencing at the southwest corner of said Lot 14; thence on an assumed bearing of North 21 degrees 01 minute 28 seconds West along the westerly line of said Lot 14, a distance of 32.17 feet to the point of beginning of the line to be described; thence North 66 degrees 08 minutes 26 seconds East to the easterly line of said Lot 14, and said line there terminating.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of MICHAEL D. DUPONT 3RD ADDITION.

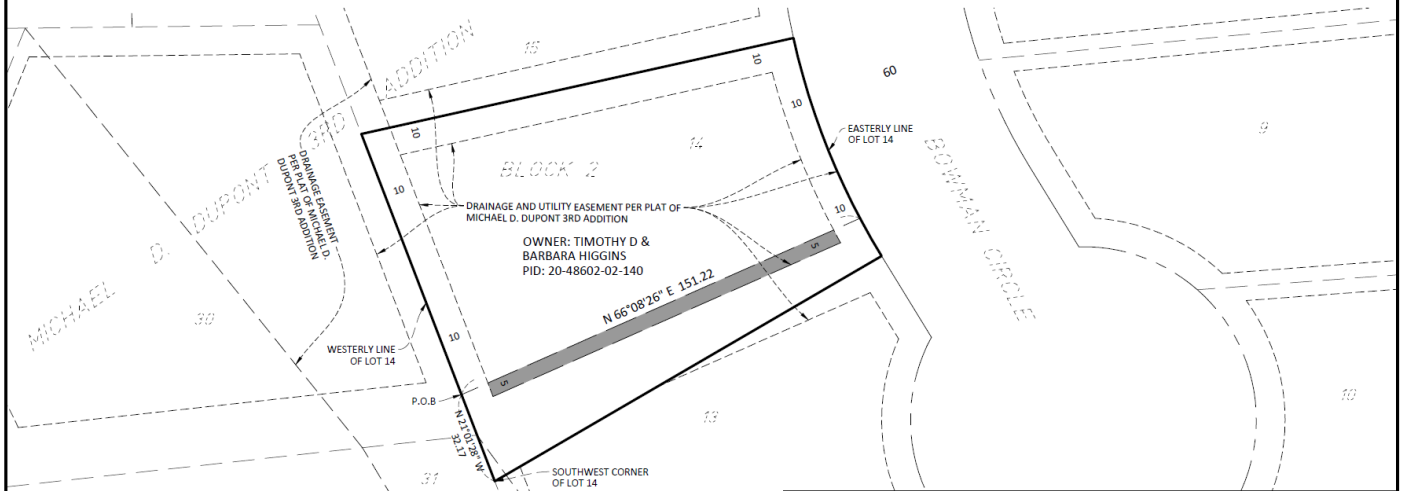
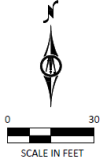
Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

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

Eric R. Wilfahrt
 Eric R. Wilfahrt
 License Number 46166
 2/10/2020
 Date

PROPOSED TEMPORARY
 CONSTRUCTION EASEMENT
 (658 SQ. FT.)



EASEMENT EXHIBIT		LOT 14, BLOCK 2
6453 BOWMAN CIR. INVER GROVE HEIGHTS, MN		MICHAEL D. DUPONT 3RD ADDITION
 BOLTON & MENK 12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509		DAKOTA COUNTY, MINNESOTA
FOR: CITY OF		INVER GROVE HEIGHTS

©Bolton & Menk, Inc. 2020, All Rights Reserved

H:\INGH\T18119578\CAD\C3D\119578_V_EASE_N4.dwg 2/10/2020 5:31 PM

H:\INGH\T18119578\CAD\C3D\SD8_119578_G

JOB NUMBER: T18.119578

FIELD BOOK:

DRAWN BY: ASE

FILE NO. 5370 S4-T27-R22-13

**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH FRED M. LONE AND CAROL ANN BERRES
RELATING TO PROPERTY AT 6492 BORDEAUX COURT, INVER GROVE
HEIGHTS, DAKOTA COUNTY, MINNESOTA,
FOR CITY PROJECT NO. 2019-09D
(64TH STREET AREA IMPROVEMENTS)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the ____ day of _____, 2020 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants (hereinafter individually and collectively referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner owns Dakota County Tax Parcel No. 20-81325-01-050. The tax parcel is located at 6492 Bordeaux Court, Inver Grove Heights, MN 55076 in Dakota County, Minnesota (the Property).

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Permanent Drainage, Utility and Stormwater Facilities Easement Agreement in the form attached hereto as **Exhibit No. 1**) and Owner is willing to provide the City with an Easement Conveyance (pursuant to a Temporary Construction, Slope and Grading Easement in the form attached hereto as **Exhibit No. 2**) in exchange for the sum of \$12,554.00 (Easement Payment).

WHEREAS, the City is constructing Project No. 2019-09D (64th Street Area Improvements) which project will necessitate the City acquiring easement rights from properties on Bordeaux Court.

WHEREAS, the City is willing to pay the Owner the Easement Payment in exchange for the Easement Conveyance and the Owner accepts the Easement Payment in exchange for the Easement Conveyance to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is

hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Property. Dakota County Tax Parcel No. 20-81325-01-050 located at 6492 Bordeaux Court, Inver Grove Heights, Dakota County, Minnesota.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Permanent Drainage, Utility and Stormwater Facilities Easement Agreement to the City in the form attached hereto as Exhibit No. 1 and the Owner's execution and delivery of the Temporary Construction, Slope and Grading Easement to the City in the form attached hereto as Exhibit No. 2.
- (f) Easement Payment. Easement Payment means the sum of \$12,554.00.
- (g) Owner. Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants.
- (h) Project. City Project No. 2019-09D – 64th Street Area Improvements.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, forever, a permanent easement for drainage, utility and stormwater facilities purposes pursuant to the Permanent Drainage, Utility and Stormwater Facilities Easement Agreement attached hereto as Exhibit No. 1.

Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors

and assigns, a temporary easement for construction, sloping and grading purposes pursuant to the Temporary Construction, Sloping and Grading Easement attached hereto as Exhibit No. 2.

The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

Payment of Easement Payment. In consideration of the covenants and agreements of the Owner, the City agrees that upon the City requesting delivery of the Easement Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City paying the Easement Payment once the Owner has provided the Easement Conveyance to the City.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:

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

If to the Owner:

Fred M. Lone and Carol Ann Berres
6492 Bordeaux Court
Inver Grove Heights, MN 55076

3.2 NON-ASSIGNABILITY. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

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

LANDOWNER:

Fred M. Lone

Carol Ann Berres

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants, 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:
CITY OF INVER GROVE HEIGHTS**

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 was drafted by:

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

After recording, please return to:

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

EXHIBIT NO. 1
PERMANENT DRAINAGE, UTILITY AND STORMWATER FACILITIES
EASEMENT AGREEMENT

EXHIBIT NO. 2
TEMPORARY CONSTRUCTION, SLOPING AND GRADING EASEMENT

**PERMANENT DRAINAGE, UTILITY AND STORMWATER FACILITIES
EASEMENT AGREEMENT FOR PROPERTY AT 6492 BORDEAUX COURT,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER FACILITIES EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this ____ day of _____, 2020, by and between Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants, hereinafter individually and collectively referred to as the “Landowner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

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

For good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$56, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater facilities, stormwater ponding, stormwater collection, stormwater management, stormwater control improvements (including inlets and outlets), stormwater treatment, stormwater flowage and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage, utility, stormwater facilities, stormwater ponding, stormwater collection, stormwater management, stormwater control improvements (including inlets and outlets), stormwater treatment and stormwater flowage under, over, across, through and upon the following described premises (the “**Easement Area**”) situated within Dakota County, Minnesota, to-wit:

See the attached legal description and depiction on **Exhibit B**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration

relating to the purposes of this Easement; and

- b.) to maintain the Easement Area, any City improvements and any underground stormwater pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such stormwater pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the stormwater pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

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

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

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

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Permanent Easement.

The Landowner is not responsible or obligated to maintain the drainage, utilities, stormwater facilities, stormwater ponding, stormwater collection, stormwater management, stormwater control improvements (including inlets and outlets), stormwater treatment and stormwater flowage located within the Permanent Easement Area on the Landowner's Property.

This Permanent Drainage, Utility and Stormwater Facilities Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Permanent Drainage, Utility and Stormwater Facilities Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:

Fred M. Lone

Carol Ann Berres

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants, 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:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 5, Block 1, Valley Park Heights, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage, utility, stormwater facilities, stormwater ponding, stormwater collection, stormwater management, stormwater control improvements (including inlets and outlets), stormwater treatment, stormwater flowage and for purposes and uses incident and related thereto, under, over, across, through and upon the following described property:

That part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on a assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 60.00 feet to the intersection with the northwesterly extension of the southwesterly line of the drainage and utility easement, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS, and lying within said Lot 5, having a plat bearing of South 53 degrees 19 minutes 07 seconds East and a distance of 164.18 feet; thence South 52 degrees 50 minutes 35 seconds East along said southwesterly line, a distance of 144.53 feet to the point of beginning of the easement to be described; thence continuing South 52 degrees 50 minutes 35 seconds East along said southwesterly line and its southeasterly extension, a distance of 19.65 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 26.59 feet; thence North 30 degrees 51 minutes 37 seconds East, a distance of 8.80 feet; thence North 54 degrees 14 minutes 59 seconds East, a distance of 7.90 feet to said point of beginning.

EXCEPT that part thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS.

EXHIBIT B (CONTINUED) **DEPICTION OF PERMANENT EASEMENT AREA**

PROPOSED EASEMENT DESCRIPTION

A perpetual easement for drainage and utility purposes over, under, and across that part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 60.00 feet to the intersection with the northwesterly extension of the southwesterly line of the drainage and utility easement, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS, and lying within said Lot 5, having a plat bearing of South 53 degrees 19 minutes 07 seconds East and a distance of 164.18 feet; thence South 52 degrees 50 minutes 35 seconds East along said southwesterly line, a distance of 144.53 feet to the point of beginning of the easement to be described; thence continuing South 52 degrees 50 minutes 35 seconds East along said southwesterly line and its southeasterly extension, a distance of 19.65 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 26.59 feet; thence North 30 degrees 51 minutes 37 seconds East, a distance of 8.80 feet; thence North 54 degrees 14 minutes 59 seconds East, a distance of 7.90 feet to said point of beginning.

EXCEPT that part thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS.

AND

A temporary easement for construction purposes over, under, and across that part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 55.97 feet to the point of beginning of the easement to be described; thence continuing North 88 degrees 51 minutes 31 seconds East along said north line, a distance of 53.04 feet; thence South 49 degrees 15 minutes 53 seconds East, a distance of 111.13 feet; thence South 89 degrees 44 minutes 26 seconds East, a distance of 30.42 feet; thence South 30 degrees 46 minutes 39 seconds East, a distance of 31.76 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 115.61 feet; thence North 47 degrees 27 minutes 18 seconds West, a distance of 146.98 feet to the point of beginning.

EXCEPT those parts thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS. Also EXCEPTING that part thereof lying within the above described perpetual easement.

Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

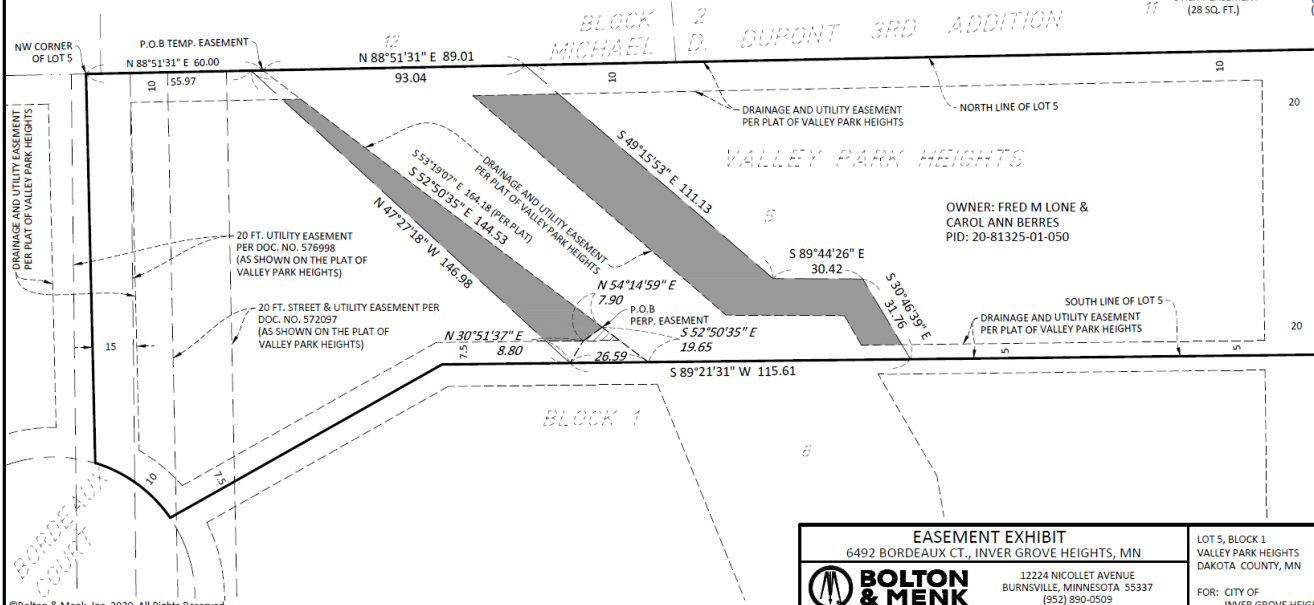
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

E. R. Wilfahrt 2/10/2020
 Eric R. Wilfahrt Date
 License Number 46166



PROPOSED PERPETUAL
 DRAINAGE &
 UTILITY EASEMENT
 (28 SQ. FT.)

PROPOSED TEMPORARY
 CONSTRUCTION EASEMENT
 (3,995 SQ. FT.)
 (0.092 ACRES)



©Bolton & Menk, Inc. 2020. All Rights Reserved

EASEMENT EXHIBIT 6492 BORDEAUX CT., INVER GROVE HEIGHTS, MN 		LOT 5, BLOCK 1 VALLEY PARK HEIGHTS DAKOTA COUNTY, MN FOR: CITY OF INVER GROVE HEIGHTS
12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509		

H:\INGH\T18119578\CAD\C3D\119578_V_EASE_N1.dwg 2/10/2020 5:36 PM

H:\INGH\T18119578\CAD\C3D\SDB_119578_G

JOB NUMBER: T18.119578

FIELD BOOK:

DRAWN BY: ASE

FILE NO. 5370 S4-T27-R22-32

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT
FOR 6492 BORDEAUX COURT, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City” and Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants, hereinafter individually and collectively referred to as “Landowner”.

WITNESSETH:

For and in good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$12,498.00, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, across, under, through and upon certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction over, across, under, through and upon those areas legally described and depicted on the attached **Exhibit A (hereafter “Temporary Easement Area”)** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Area for purposes related to the construction and to remove from the Temporary Easement Area trees, brush, herbage, vegetation, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

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

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

The Landowner, for themselves and their successors and assigns, do hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs last:

- a. One (1) year after substantial completion of City Project No. 2019-09D (64th Street Area Improvements); or
- b. December 31, 2021.

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

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

LANDOWNER:

Fred M. Lone

Carol Ann Berres

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Fred M. Lone, a single person and Carol Ann Berres, a single person, as joint tenants, 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:
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 ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, under, and across that part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 55.97 feet to the point of beginning of the easement to be described; thence continuing North 88 degrees 51 minutes 31 seconds East along said north line, a distance of 93.04 feet; thence South 49 degrees 15 minutes 53 seconds East, a distance of 111.13 feet; thence South 89 degrees 44 minutes 26 seconds East, a distance of 30.42 feet; thence South 30 degrees 46 minutes 39 seconds East, a distance of 31.76 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 115.61 feet; thence North 47 degrees 27 minutes 18 seconds West, a distance of 146.98 feet to the point of beginning.

EXCEPT those parts thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS. Also EXCEPTING that part thereof lying within the above described perpetual easement.

EXHIBIT A (CONTINUED)

DEPICTION OF TEMPORARY EASEMENT AREA

PROPOSED EASEMENT DESCRIPTION

A perpetual easement for drainage and utility purposes over, under, and across that part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 60.00 feet to the intersection with the northwesterly extension of the southwesterly line of the drainage and utility easement; as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS, and lying within said Lot 5, having a plat bearing of South 53 degrees 19 minutes 07 seconds East and a distance of 164.18 feet; thence South 52 degrees 50 minutes 35 seconds East along said southwesterly line, a distance of 144.53 feet to the point of beginning of the easement to be described; thence continuing South 52 degrees 50 minutes 35 seconds East along said southwesterly line and its southeasterly extension, a distance of 19.65 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 26.59 feet; thence North 30 degrees 51 minutes 37 seconds East, a distance of 8.80 feet; thence North 54 degrees 14 minutes 59 seconds East, a distance of 7.90 feet to said point of beginning.

EXCEPT that part thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS.

AND

A temporary easement for construction purposes over, under, and across that part of Lot 5, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of North 88 degrees 51 minutes 31 seconds East along the north line of said Lot 5, a distance of 55.97 feet to the point of beginning of the easement to be described; thence continuing North 88 degrees 51 minutes 31 seconds East along said north line, a distance of 93.04 feet; thence South 49 degrees 15 minutes 53 seconds East, a distance of 111.13 feet; thence South 89 degrees 44 minutes 26 seconds East, a distance of 30.42 feet; thence South 30 degrees 46 minutes 39 seconds East, a distance of 31.76 feet to the south line of said Lot 5; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 115.61 feet; thence North 47 degrees 27 minutes 18 seconds West, a distance of 146.98 feet to the point of beginning.

EXCEPT those parts thereof lying with the drainage and utility easements, as dedicated and delineated, in the said plat of VALLEY PARK HEIGHTS. Also EXCEPTING that part thereof lying within the above described perpetual easement.

Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

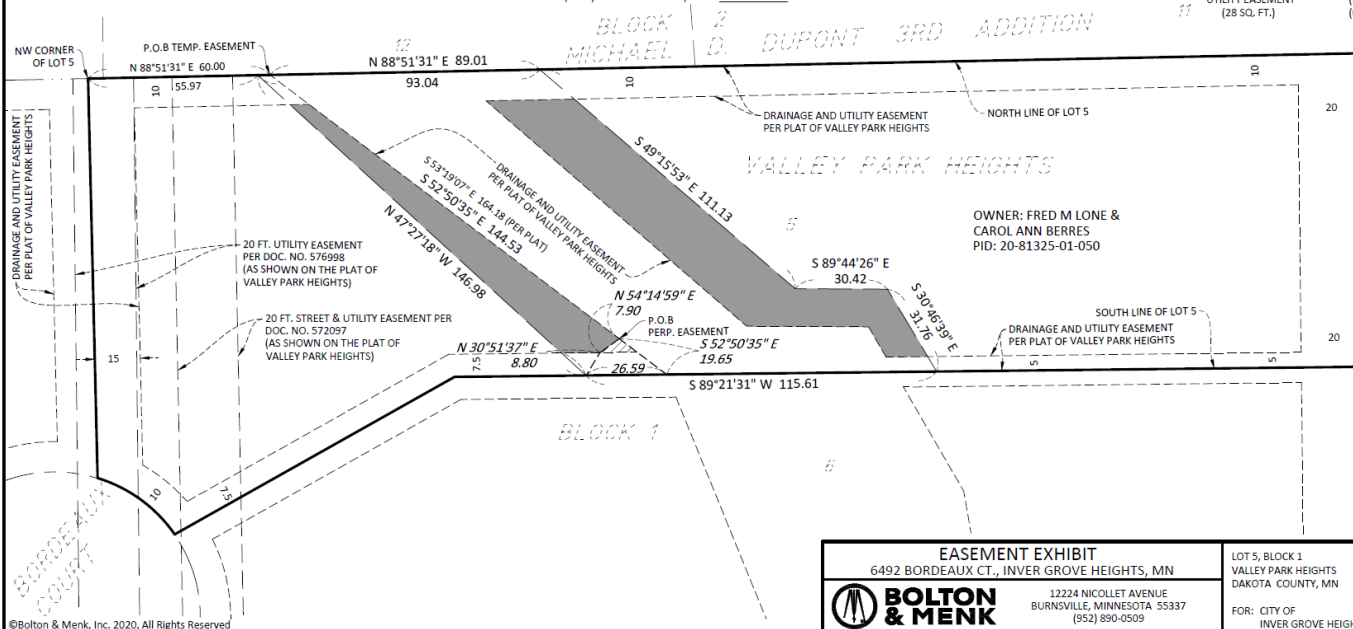
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Eric R. Wilfahrt 2/10/2020
Date
License Number 46166



PROPOSED PERPETUAL
DRAINAGE &
UTILITY EASEMENT
(28 SQ. FT.)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(3,995 SQ. FT.)
(0.092 ACRES)



©Bolton & Menk, Inc. 2020, All Rights Reserved

H:\INGH\T18119578\CAD\C3D\119578_V_EASE_N1.dwg 2/10/2020 5:36 PM

H:\INGH\T18119578\CAD\C3D\SDB_119578.G

JOB NUMBER: T18.119578

FIELD BOOK:

DRAWN BY: ASE

FILE NO. 5370 S4-T27-R22-32

EASEMENT EXHIBIT
6492 BORDEAUX CT., INVER GROVE HEIGHTS, MN
BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952) 890-0509

LOT 5, BLOCK 1
VALLEY PARK HEIGHTS
DAKOTA COUNTY, MN
FOR: CITY OF
INVER GROVE HEIGHTS

**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH SALVADOR B. MARTINEZ AND GAIL M. MARTINSON
RELATING TO PROPERTY AT 6494 BORDEAUX COURT, INVER GROVE
HEIGHTS, DAKOTA COUNTY, MINNESOTA,
FOR CITY PROJECT NO. 2019-09D
(64TH STREET AREA IMPROVEMENTS)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the ____ day of _____, 2020 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Salvador B. Martinez and Gail M. Martinson, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns Dakota County Tax Parcel No. 20-81325-01-060. The tax parcel is located at 6494 Bordeaux Court, Inver Grove Heights, MN 55076 in Dakota County, Minnesota (the Property).

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Temporary Construction, Slope and Grading Easement in the form attached hereto as **Exhibit No. 1**) in exchange for the sum of \$2,500 (Easement Payment).

WHEREAS, the City is constructing Project No. 2019-09D (64th Street Area Improvements) which project will necessitate the City acquiring easement rights from properties on Bordeaux Court.

WHEREAS, the City is willing to pay the Owner the Easement Payment in exchange for the Easement Conveyance and the Owner accepts the Easement Payment in exchange for the Easement Conveyance to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Property. Dakota County Tax Parcel No. 20-81325-01-060 located at 6494 Bordeaux Court, Inver Grove Heights, Dakota County, Minnesota.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Temporary Construction, Slope and Grading Easement to the City in the form attached hereto as Exhibit No. 1.
- (f) Easement Payment. Easement Payment means the sum of \$2,500.
- (g) Owner. Salvador B. Martinez and Gail M. Martinson, husband and wife.
- (h) Project. City Project No. 2019-09D – 64th Street Area Improvements.

ARTICLE 2

COVENANTS AND AGREEMENTS

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, a temporary easement for construction, sloping and grading purposes pursuant to the Temporary Construction, Sloping and Grading Easement attached hereto as Exhibit No. 1.

The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

Payment of Easement Payment. In consideration of the covenants and agreements of the Owner, the City agrees that upon the City requesting delivery of the Easement

Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City paying the Easement Payment once the Owner has provided the Easement Conveyance to the City.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Inver Grove Heights Attn: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
-----------------	---

If to the Owner:	Salvador B. Martinez and Gail M. Martinson 6494 Bordeaux Court Inver Grove Heights, MN 55076
------------------	--

3.2 NON-ASSIGNABILITY. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

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

LANDOWNER:

Salvador B. Martinez

Gail M. Martinson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2017, before me a Notary Public within and for said County, personally appeared Salvador B. Martinez and Gail M. Martinson, 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:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT NO. 1
TEMPORARY CONSTRUCTION, SLOPING AND GRADING EASEMENT

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT
FOR 6494 BORDEAUX COURT, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City” and Salvador B. Martinez and Gail M. Martinson, husband and wife, hereinafter referred to as “Landowner”.

WITNESSETH:

For and in good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$2,500, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, across, under, through and upon certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction over, across, under, through and upon those areas legally described and depicted on the attached **Exhibit A (hereafter “Temporary Easement Area”)** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Area for purposes related to the construction and to remove from the Temporary Easement Area trees, brush, herbage, vegetation, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

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

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

The Landowner, for themselves and their successors and assigns, do hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs last:

- a. One (1) year after substantial completion of City Project No. 2019-09D (64th Street Area Improvements); or
- b. December 31, 2021.

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

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

LANDOWNER:

Salvador B. Martinez

Gail M. Martinson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Salvador B. Martinez and Gail M. Martinson, 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:
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 ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, under, and across that part of Lot 6, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 6; thence on a assumed bearing of South 89 degrees 21 minutes 31 seconds West along the north line of said Lot 6, a distance of 140.24 feet to the point of beginning of the easement to be described; thence South 30 degrees 46 minutes 39 seconds East, a distance of 35.52 feet; thence South 12 degrees 12 minutes 52 seconds East, a distance of 70.72 feet to the south line of said Lot 6; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 87.68 feet; thence North 22 degrees 04 minutes 51 seconds West, a distance of 91.53 feet; thence North 52 degrees 19 minutes 32 seconds West, a distance of 23.87 feet to said north line; thence North 89 degrees 21 minutes 31 seconds East along said north line, a distance of 107.84 feet to said point of beginning.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS.

EXHIBIT A (CONTINUED) **DEPICTION OF TEMPORARY EASEMENT AREA**

PROPOSED EASEMENT DESCRIPTION

A temporary easement for construction purposes over, under, and across that part of Lot 6, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 6; thence on an assumed bearing of South 89 degrees 21 minutes 31 seconds West along the north line of said Lot 6, a distance of 140.24 feet to the point of beginning of the easement to be described; thence South 30 degrees 46 minutes 39 seconds East, a distance of 35.52 feet; thence South 12 degrees 12 minutes 52 seconds East, a distance of 70.72 feet to the south line of said Lot 6; thence South 89 degrees 21 minutes 31 seconds West along said south line, a distance of 87.68 feet; thence North 22 degrees 04 minutes 51 seconds West, a distance of 91.53 feet; thence North 52 degrees 19 minutes 32 seconds West, a distance of 23.87 feet to said north line; thence North 89 degrees 21 minutes 31 seconds East along said north line, a distance of 107.84 feet to said point of beginning.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS.

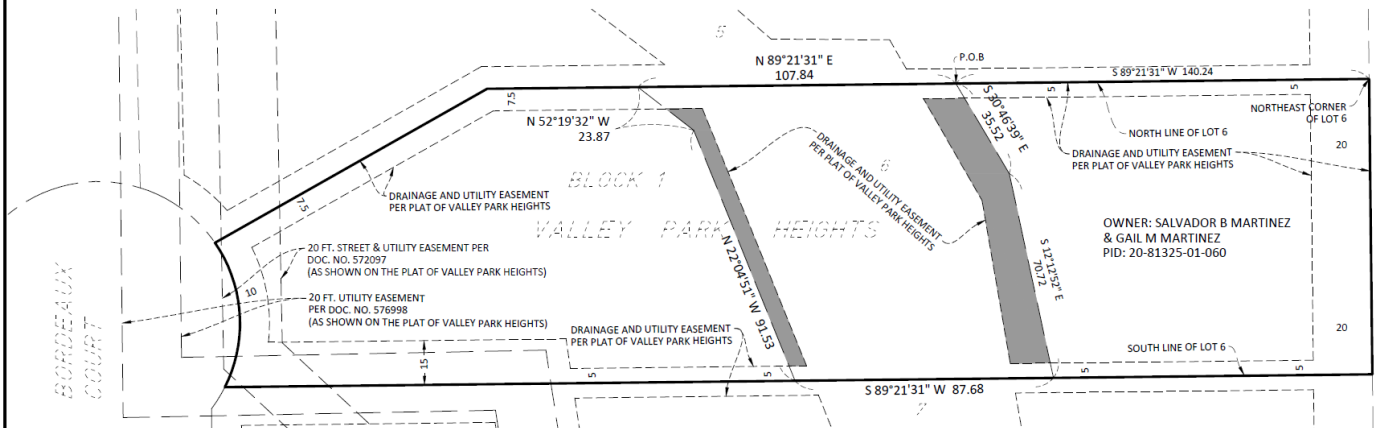
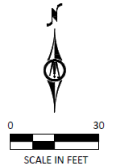
Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

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

Eric R. Wilfahrt
 Eric R. Wilfahrt
 License Number 46196
 2/10/2020
 Date

PROPOSED TEMPORARY
 CONSTRUCTION EASEMENT
 (1,705 SQ. FT.)
 (0.039 ACRES)



©Bolton & Menk, Inc. 2020. All Rights Reserved

H:\JINGH\T18119578\CAD\C3D\119578_V_EASE_N2.dwg 2/10/2020 5:26 PM

H:\JINGH\T18119578\CAD\C3D\SD8_119578_G

JOB NUMBER: T18.119578

FIELD BOOK:

DRAWN BY: ASE

FILE NO. 5370 S4-T27-R22-32

EASEMENT EXHIBIT 6494 BORDEAUX CT., INVER GROVE HEIGHTS, MN	
 BOLTON & MENK	12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509
LOT 6, BLOCK 1 VALLEY PARK HEIGHTS DAKOTA COUNTY, MINNESOTA FOR: CITY OF INVER GROVE HEIGHTS	

**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH MAX A. BADER AND ANDREA K. BADER
RELATING TO PROPERTY AT 6496 BORDEAUX COURT, INVER GROVE
HEIGHTS, DAKOTA COUNTY, MINNESOTA,
FOR CITY PROJECT NO. 2019-09D
(64TH STREET AREA IMPROVEMENTS)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the ____ day of _____, 2020 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Max A. Bader and Andrea K. Bader, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns Dakota County Tax Parcel No. 20-81325-01-070. The tax parcel is located at 6496 Bordeaux Court, Inver Grove Heights, MN 55076 in Dakota County, Minnesota (the Property).

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Temporary Construction, Slope and Grading Easement in the form attached hereto as **Exhibit No. 1**) in exchange for the sum of \$8,197 (Easement Payment).

WHEREAS, the City is constructing Project No. 2019-09D (64th Street Area Improvements) which project will necessitate the City acquiring easement rights from properties on Bordeaux Court.

WHEREAS, the City is willing to pay the Owner the Easement Payment in exchange for the Easement Conveyance and the Owner accepts the Easement Payment in exchange for the Easement Conveyance to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Property. Dakota County Tax Parcel No. 20-81325-01-070 located at 6496 Bordeaux Court, Inver Grove Heights, Dakota County, Minnesota.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Temporary Construction, Slope and Grading Easement to the City in the form attached hereto as Exhibit No. 1.
- (f) Easement Payment. Easement Payment means the sum of \$8,197.
- (g) Owner. Max A. Bader and Andrea K. Bader, husband and wife.
- (h) Project. City Project No. 2019-09D – 64th Street Area Improvements.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, a temporary easement for construction, sloping and grading purposes pursuant to the Temporary Construction, Sloping and Grading Easement attached hereto as Exhibit No. 1.

The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

Payment of Easement Payment. In consideration of the covenants and agreements of the Owner, the City agrees that upon the City requesting delivery of the Easement

Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City paying the Easement Payment once the Owner has provided the Easement Conveyance to the City.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Inver Grove Heights Attn: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
-----------------	---

If to the Owner:	Max A. Bader and Andrea K. Bader 6496 Bordeaux Court Inver Grove Heights, MN 55076
------------------	--

3.2 NON-ASSIGNABILITY. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

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

LANDOWNER:

Max A. Bader

Andrea K. Bader

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Max A. Bader and Andrea K. Bader, 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:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT NO. 1
TEMPORARY CONSTRUCTION, SLOPING AND GRADING EASEMENT

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT
FOR 6496 BORDEAUX COURT, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City” and Max A. Bader and Andrea K. Bader, husband and wife, hereinafter referred to as “Landowner”.

WITNESSETH:

For and in good and valuable consideration and for and in consideration of payment by the City to the Landowner in the amount of \$8,197, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, across, under, through and upon certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction over, across, under, through and upon those areas legally described and depicted on the attached **Exhibit A (hereafter “Temporary Easement Area”)** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Area for purposes related to the construction and to remove from the Temporary Easement Area trees, brush, herbage, vegetation, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

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

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

The Landowner, for themselves and their successors and assigns, do hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs last:

- a. One (1) year after substantial completion of City Project No. 2019-09D (64th Street Area Improvements); or
- b. December 31, 2021.

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

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

LANDOWNER:

Max A. Bader

Andrea K. Bader

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Max A. Bader and Andrea K. Bader, 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:
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 ____ day of _____, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, tree and brush clearing, establishment of turf, driveway reconstruction, and construction purposes over, under, and across that part of Lot 7, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 89 degrees 21 minutes 31 seconds West along the north line of said Lot 7, a distance of 92.01 feet to the point of beginning of the easement to be described; thence South 74 degrees 11 minutes 07 seconds East, a distance of 95.94 feet to the east line of said lot 7; thence South 00 degrees 38 minutes 29 seconds East along said east line, a distance of 51.96 feet; thence North 75 degrees 03 minutes 18 seconds West, a distance of 192.16 feet; thence North 22 degrees 04 minutes 51 seconds West, a distance of 29.56 feet to said north line; thence North 89 degrees 21 minutes 31 seconds East along said north line, a distance of 103.88 feet to the point of beginning.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS.

EXHIBIT A (CONTINUED) **DEPICTION OF TEMPORARY EASEMENT AREA**

PROPOSED EASEMENT DESCRIPTION

A temporary easement for construction purposes over, under, and across that part of Lot 7, Block 1, VALLEY PARK HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 89 degrees 21 minutes 31 seconds West along the north line of said Lot 7, a distance of 92.01 feet to the point of beginning of the easement to be described; thence South 74 degrees 11 minutes 07 seconds East, a distance of 95.94 feet to the east line of said lot 7; thence South 00 degrees 38 minutes 29 seconds East along said east line, a distance of 51.96 feet; thence North 75 degrees 03 minutes 18 seconds West, a distance of 192.16 feet; thence North 22 degrees 04 minutes 51 seconds West, a distance of 29.56 feet to said north line; thence North 89 degrees 21 minutes 31 seconds East along said north line, a distance of 103.88 feet to the point of beginning.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in said plat of VALLEY PARK HEIGHTS.

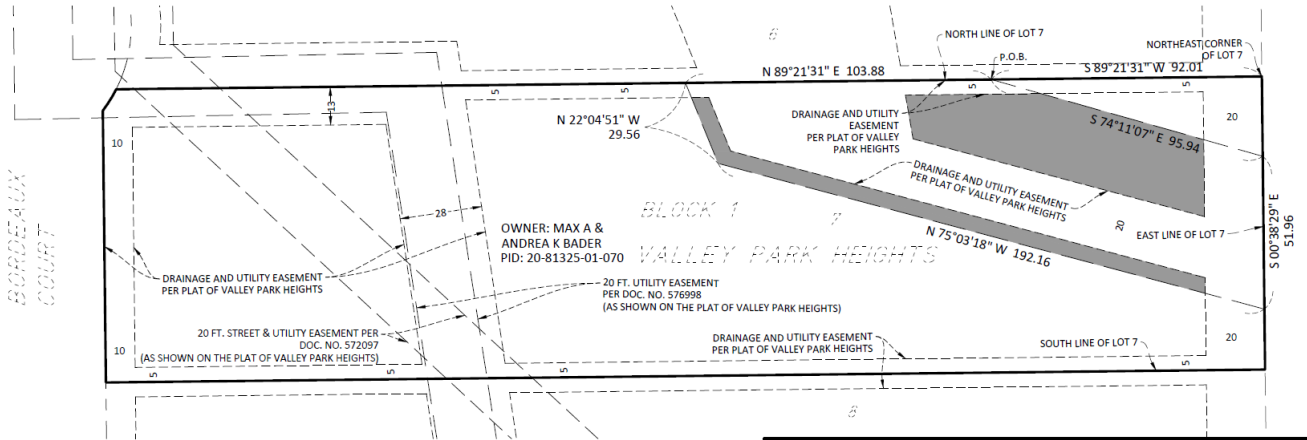
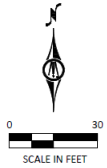
Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

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

Eric R. Wilfahrt 2/10/2020
 Eric R. Wilfahrt Date
 License Number 46166

PROPOSED TEMPORARY
 CONSTRUCTION EASEMENT
 (3,394 SQ. FT.)
 (0.078 ACRES)



EASEMENT EXHIBIT 6496 BORDEAUX CT., INVER GROVE HEIGHTS, MN  BOLTON & MENK 12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509	LOT 7, BLOCK 1 VALLEY PARK HEIGHTS DAKOTA COUNTY, MINNESOTA FOR: CITY OF INVER GROVE HEIGHTS
---	--

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving Change Order No. 1 and Change Order No. 2 for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: May 11, 2020
 Item Type: Regular
 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, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Change Order No. 2 for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

City Project No. 2019-09D was ordered on November 25, 2019, as part of the City's 2020 Pavement Management Program. Bids were received and opened on Thursday, February 13th, 2020. The project is scheduled to be constructed in summer of 2020. A contract in the amount of \$989,601.87 is scheduled to be awarded to Valley Paving on May 11, 2020.

There were some construction changes to the project, as outlined below.

Change Order No. 1 is a deduction in the amount of \$19,405.00 is for storm sewer pipes, aprons, and riprap project quantities which have been reduced. Also, a construct drainage structure with weir has been removed.

Change Order No. 2 is an addition of \$46,663.00 for an increase in project quantities that include salvage chain link fence, common excavation for water quality BMP, perforated pipe drain with filter sock, deciduous shrubs, and filtration media. New project quantity additions include pipe joint ties for storm sewer pipes, irrigation system repair allowance, water quality device retrofit with sump added to drainage structure, Flexamat, and fence install.

The difference between Change Order No. 1 and Change Order Number 2 is an addition of \$27,258 and is covered by the project contingency funds.

I recommend approval of Change Order No. 1 in the amount of (\$19,405.00) and Change Order No. 2 in the amount of \$46,663.00 for an addition of \$27,258 and a revised contract amount of \$1,016,859.87.

SWD/mw

Attachments: Change Order No. 1
 Change Order No. 2
 Bolton & Menk Change Order Cost Breakdown

CHANGE ORDER NO. 1

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09D – 64TH STREET AREA IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: May 11, 2020
Contractor: Valley Paving, Inc. 8800 131th Ave E Shakopee, MN 55379	Engineer: Bolton & Menk, Inc.
<u>PURPOSE OF CHANGE ORDER:</u> Reduction in project quantities for storm pipes, aprons, and riprap. A construct drainage structure with weir has been removed.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$989,601.87	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$989,601.87	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$(19,405.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$970,196.87	Contract Time with Approved Change
Recommended Approved By: _____ Mike Wright, Engineering Technician	By: _____ Valley Paving, Inc.

Approved By: Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

May 11, 2020

CHANGE ORDER NO. 2**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09D – 64TH STREET AREA IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: May 11, 2020
Contractor: Valley Paving, Inc. 8800 131th Ave E Shakopee, MN 55379	Engineer: Bolton & Menk, Inc.
PURPOSE OF CHANGE ORDER: Increase in project quantities for salvage chain link fence, common excavation for water quality BMP, perforated pipe drain with filter sock, deciduous shrubs, and filtration media. New project quantity additions include pipe joint ties for storm sewer pipes, irrigation system repair allowance, water quality device retrofit with sump added to drainage structure, Flexamat, and fence install.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$989,601.87	Original Contract Time:
Previous Change Orders (\$19,405.00)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$970,196.87	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$46,663.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,016,859.87	Contract Time with Approved Change
Recommended Approved By: Mike Wright, Engineering Technician	By: Valley Paving, Inc.

Approved By: Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

May 11, 2020

CITY OF INVER GROVE HEIGHTS
64TH STREET AREA IMPROVEMENTS

CITY PROJECT NO.: 2019-09D
 BMI PROJECT NO. T18.119578

CHANGE ORDER 1 & CHANGE ORDER 2									
ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL		UPDATED		NET PRICING CHANGE
					QTY	EXTENSION	QTY	EXTENSION	
SUBTRACTIONS									
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS									
80	2501.502	12" RC PIPE APRON	EACH	\$1,100.00	3	\$3,300.00	1	\$1,100	-\$2,200
85	2503.503	12" RC PIPE SEWER CLASS V	LF	\$96.50	40	\$3,860.00	20	\$1,930	-\$1,930
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ WEIR	EACH	\$6,025.00	1	\$6,025.00	0	\$0	-\$6,025
93	2511.509	RANDOM RIPRAP, CLASS IV	CY	\$185.00	110	\$20,350.00	60	\$11,100	-\$9,250
								SUBTOTAL:	-\$19,405
ADDITIONS									
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS									
76	2104.503	SALVAGE CHAIN LINK FENCE	LF	\$12.50	100	\$1,250.00	112	\$1,400	\$150
78	2105.607	COMMON EXCAVATION - WATER QUALITY BMP (P)	CY	\$25.00	398	\$9,950.00	519	\$12,975	\$3,025
83	2502.603	6" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	\$26.00	125	\$3,250.00	269	\$6,994	\$3,744
94	2571.602	DECIDUOUS SHRUB, 5 GAL	EACH	\$208.00	30	\$6,240.00	50	\$10,400	\$4,160
98	2574.607	FILTRATION MEDIA, 24" THICK	CY	\$70.00	124	\$8,680.00	297	\$20,790	\$12,110
(NEW)	2501.602	PIPE JOINT TIE	EACH	NA	-1	-\$1.00	18	\$58	\$1,044
(NEW)	2504.602	IRRIGATION SYSTEM REPAIR ALLOWANCE	LS	NA	0	\$0.00	1	\$3,000	\$3,000
(NEW)	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ SUMP	EACH	NA	0	\$0.00	1	\$10,800	\$10,800
(NEW)	2506.602	CONST. WATER QUALITY DEVICE - SWD RETROFIT	EACH	NA	0	\$0.00	1	\$5,600	\$5,600
(NEW)	2515.618	FLEXAMAT	SF	NA	0	\$0.00	80	\$13.50	\$1,080
(NEW)	2557.603	INSTALL FENCE	LF	NA	0	\$0.00	75	\$26	\$1,950
								SUBTOTAL:	\$46,663
NET CHANGE ORDER									\$27,258

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Geotechnical Services from American Engineering Testing, Inc. (AET) for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date:	May 11, 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, Asst. City Engineer <i>SWD</i>	☐ 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, Special Assessments, Franchise Fees, Utility Funds, Storm Water Utility Fund and DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for geotechnical from American Engineering and Testing, Inc. (AET) for City Project No. 2019-09D – 64th Street Area Improvements

SUMMARY

City Council is scheduled to award the project for City Project No. 2019-09D – 64th Street Area Improvements on May 11, 2018. City staff has obtained a proposal for construction geotechnical services from AET in the amount of \$21,066 for this project.

The proposal has been reviewed by staff and the Engineering Division recommends that the proposal from AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. AET has been selected from our engineering consultant pool.

I recommend that the Council adopt the resolution accepting Geotechnical Services Proposal from AET in the amount of \$21,066 for City Project No. 2019-09D – 64th Street Area Improvements

SWD/kf

Attachments: Resolution
Proposal

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

**RESOLUTION ACCEPTING GEOTECHNICAL SERVICES PROPOSAL FROM AMERICAN
ENGINEERING AND TESTING, INC. (AET) FOR CITY PROJECT NO. 2019-09D – 64TH STREET
AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, 64th Street, Upper 64th Street and Bowman Circle have been identified for street and storm improvements; and

WHEREAS, City Council has approved prior resolution for geotechnical services from AET for feasibility and design for City Project No. 2019-09D – 64th Street Area Improvements; and

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

1. The AET proposal for construction geotechnical services in the amount of \$21,066 related to City Project No. 2019-09D – 64th Street Area Improvements is accepted.
3. Funding shall come from the Pavement Management Fund, Franchise Fees and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of May 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



March 3, 2020

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

Attn: Mr. Steve Dodge
sdodge@invergroveheights.org

RE: Construction Testing Services Proposal
64th Street Area Improvements
Inver Grove Heights, MN
City Project No. 2019-09D
AET Proposal No. 20-22362

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to offer construction testing services to the City of Inver Grove Heights (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Mr. Eric Seaburg with Bolton & Menk's email request, dated February 21, 2020 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

We understand the City of Inver Grove Heights will make improvements to the following:

- 64th Street East, Bowman Avenue, & Bowman Circle.
- Upper 64th Court East.
- Trunk Storm & Ravine, west and south of Bowman Circle.

64th Street East, Bowman Avenue, Bowman Circle and Upper 64th Court East will undergo full depth pavement reclamation with spot curb & gutter replacement and spot aggregate base replacement. Select hydrants and gate valves and catch basins will be replaced. The new pavement section will consist of 2 inches of bituminous wear course, 3 inches of bituminous non-wear course, and 4 inches of compacted reclaim material, above the existing sub-base.

The trunk storm and ravine improvements will include approximately 600 feet of new RCP storm sewer varying from 15-inch to 24-inch diameter with 6 new manhole structures. Pretreatment and filtration basins will be constructed as part of the ravine reconstruction.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Plans (Bid set, dated January 13, 2020).

SCOPE OF SERVICES

Based on correspondence with Mr. Eric Seaburg with Bolton & Menk and our review of the available plans, our anticipated scope of services is outlined as follows.

Condition Surveys of Existing Buildings

Prior to the start of construction, a Staff Engineer will make periodic visits to the site to document the conditions of select residences proximate to the jobsite. The Staff Engineer will perform the following services:

- Arrange to gain access to existing residences with current building owners or their representatives (we may require your assistance contacting the building owners).
- Meet with representatives of the residence owners, or their property managers, to discuss known distress and inform them of our activities.
- Walk through the existing residences and document the conditions of accessible areas using video recordings and digital photographs, with emphasis on the following:
 - Cracks in the building walls, floors and ceilings in accessible areas.
 - Broken windows.
 - Missing door and window trim.
 - Cracks in exterior brick, block, stone fascia, stucco or other finishes that are visible from the ground surface.
 - Other obvious miscellaneous building defects which we observed from the ground surface or from the various level floor slabs.
 - Cracks and other distress of surrounding retaining walls, sidewalks and concrete pavements that will not be removed during construction.
- Verbally documenting the locations and descriptions of the above on the video and in hard copy notes taken during our observations.

Based upon our discussion with Mr. Seaburg, we currently anticipate performing condition surveys for the following residences:

- 6453 Bowman Circle.
- 6469 Bowman Circle.

All documentation will be kept in our project files. Copies of notes, photographs and video can be reproduced for your use, if requested. We will not issue a report of our activities unless directed by you.

Vibration Monitoring Services

To reduce the potential for losses from damage to surrounding buildings and structures, you have requested that seismographs be installed to record vibration levels during construction. Based on our discussion with Mr. Seaburg, a total of up to 3 seismographs will be installed for approximately 4 weeks. Baseline vibration level will be established prior to construction, as requested.

The vibration data will be obtained using Instantel Blastmate III seismographs. These machines provide a continuous, permanent record of vibration intensity in terms of ground particle velocity, acceleration, and frequency. The actual data obtained at the site will be compared to the U.S. Bureau of Mines criteria.

AET will use seismographs to record the vibration levels during construction as requested by Mr. Seaburg and the City of Inver Grove Heights. Seismograph locations will be chosen based on discussion with City personnel. An AET Engineer will be on-site for the first day, helping to establish limits and distances for vibration causing activities. After the limits are established, the Engineer will visit the site weekly to obtain the data from the seismograph, maintain the unit and review the data with on-site personnel, if requested. Monitoring summary sheets will be reported daily by email. The seismograph will also generate reports if the preset vibration level threshold is exceeded at any time during its monitoring period. A final report will be issued at the completion of our services, if requested.

Excavation Observations and Soil Testing

During excavation for the street reconstruction and trunk storm & ravine improvements, a Staff Engineer from our firm will visit the site on a will-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, and pavement loads.
- Document the elevations at various locations at the bottoms of the excavations.

During placement of fill in the roadway and utility trench excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. Document that the correct mix is delivered to the site by checking the delivery slips.

- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We anticipate casting set of cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of four cylinders; one which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials by performing DCP testing.

Bituminous Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II will make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove cores from the finished surface (when all layers are completed) or pick-up contractor drilled core samples for testing. Based on the size of the street reconstruction, we recommend a minimum of 4 core samples be taken. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- Measure the thickness of each layer of the core sample.
- Determine the density of each layer of the core sample.
- Determine the percentage of the maximum Gmm of each layer of the core sample.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our correspondence with Mr. Seaburg and our past experience with similar projects. Our estimated total cost will be \$21,066. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

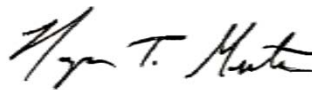
Sincerely,
American Engineering Testing, Inc.

Prepared By:



Ryan F. Schmidt, PE
Senior Engineer
Phone: (651) 789-4657
Email: rschmidt@amengtest.com

Reviewed By:



Ryan T. Menter, PE
Senior Engineer
Phone: (651) 789-4671
Email: rschmidt@amengtest.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

AET PROPOSAL No. 20-22362 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name: _____

Company: _____

FEE SCHEDULE
PROJECT TESTING SERVICES
64TH STREET AREA IMPROVEMENTS
INVER GROVE HEIGHTS
AET PROPOSAL NO. 20-22362



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Preconstruction Building Observations & Documentation</i>			
1. Staff Engineer I for coordination and observations of 2 residences, video and photographs, consultation, and reporting (services provided on a will-call basis; assumes 2 trips to the jobsite).	8 hours	\$132.00	\$1,056.00
2. Personal or Company vehicle mileage.	56 miles	\$0.75	\$42.00
<i>Vibration Monitoring</i>			
1. Staff Engineer I to set up seismograph, obtain vibration readings, analysis of data, consultation, and report preparation (services provided on a will-call basis - assumes 5 trips to the jobsite).	10 hours	\$132.00	\$1,320.00
2. Personal or Company vehicle mileage.	140 miles	\$0.75	\$105.00
3. Rental of seismographs (3 seismographs for 4 weeks).	12 weeks	\$600.00	\$7,200.00
<i>Excavation Observations and Compaction Testing</i>			
1. Staff Engineer I for observations of excavations and subgrade test rolls, consultation, and reporting (services provided on a will-call basis - assumes 4 trips to the jobsite).	8 hours	\$132.00	\$1,056.00
2. Engineering Technician II time for soil/aggregate base compaction testing (services provided on a will-call basis - assumes 10 trips to the jobsite).	20 hours	\$90.00	\$1,800.00
3. Personal or Company vehicle mileage.	392 miles	\$0.75	\$294.00
4. Soil compaction tests (nuclear density gauge).	24 tests	\$30.00	\$720.00
5. MnDOT DCP tests of aggregate base.	6 tests	\$50.00	\$300.00
6. Standard Proctor tests (Methods A or B).	3 tests	\$140.00	\$420.00
7. Sieve tests of granular fill and Class 5 aggregate base.	5 tests	\$110.00	\$550.00
8. Extraction to determine oil content of reclaimed aggregate base.	3 tests	\$225.00	\$675.00
<i>Concrete Testing</i>			
1. Engineering Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (services provided on a will-call basis - assumes 4 trips to the jobsite).	8 hours	\$77.00	\$616.00
2. Personal or Company vehicle mileage.	112 miles	\$0.75	\$84.00
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	20 cyls.	\$28.00	\$560.00
4. Concrete cylinder pick-up service from jobsite.	4 trips	\$75.00	\$300.00

FEE SCHEDULE
PROJECT TESTING SERVICES
64TH STREET AREA IMPROVEMENTS
INVER GROVE HEIGHTS
AET PROPOSAL NO. 20-22362



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Bituminous Testing</i>			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing (services provided on a will-call basis - assumes 3 trips to the jobsite).	6 hours	\$90.00	\$540.00
2. Personal or Company vehicle mileage.	84 miles	\$0.75	\$63.00
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	4 cores	\$175.00	\$700.00
4. Thickness and density tests of bituminous core samples.	8 tests	\$50.00	\$400.00
5. MnDOT Gyratory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 tests	\$500.00	\$1,000.00
<i>Project Management & Coordination</i>			
1. Staff Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation, and report preparation.	7 hours	\$152.00	\$1,064.00
2. Principal Engineer for special consultation and report review.	1 hour	\$180.00	\$180.00
3. Personal or Company vehicle mileage.	28 miles	\$0.75	\$21.00
ESTIMATED BUDGET			\$21,066.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 – If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 – Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services. Renewal policies during this period shall maintain the same retroactive date.

8.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

8.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com
INSURED AMERICAN CONSULTING SERVICES INC dba AMERICAN ENGINEERING TESTING INC AM PETROGRAPHIC SERVICE 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company of America INSURER C: Travelers Property Casualty Company of America INSURER D: The Travelers Indemnity Company INSURER E: Continental Casualty Company INSURER F:
	NAIC # 25623 25666 25674 25658 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			P630539K8896PHX20	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L6457121943G	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP3K2260091943	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9H9151011943G	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ PROF/POLL LIABILITY			ECH254066939	1/1/2020	1/1/2021	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2020	1/1/2021	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@amengtest.com

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Engineering Testing, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 Cleveland Avenue North

6 City, state, and ZIP code

Saint Paul, MN 55114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Phillip [Signature]

Date ►

1/1/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Kurt McClung – Case No. 19-40S

Meeting Date: May 11, 2020

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:☒

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Preliminary Plat for a two-lot subdivision to be known as Lakeview Ridge, for the property located at 6180 Babcock Trail.

- Requires a 3/5th's vote.
- 60-day deadline: May 22, 2020 (first 60-days)

SUMMARY

The applicant is requesting to subdivide his property into two parcels. The southern lot would include the existing home and the northern lot would be vacant with the intent of a single-family home being built on it. The property is zoned R-1B, Single-Family Residential and is guided LDR, Low Density Residential. The lot is also located within the Shoreland Overlay District. The plat is consistent with the zoning and comprehensive plan designations and the applicant has demonstrated that a new single-family home could be constructed on proposed Lot 1, complying with the required setbacks.

The new home would be connected to City water and sewer and a custom grading agreement would be required prior to the issuance of any building permits. Since the property is on a County road, the Dakota County Plat Commission reviewed the request and is asking that the existing driveway remain and that the proposed vacant lot create a new access opening that would be a shared driveway with the parcel to the north, if developed.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the preliminary plat for a two-lot subdivision.

Planning Commission: Recommended **approval** of the request at the April 21, 2020 meeting with the conditions listed in the attached resolution (9-0).

Attachments: Preliminary Plat Resolution
PC recommendation
Planning staff report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR THE TWO LOT
SUBDIVISION TO BE KNOWN AS LAKEVIEW RIDGE

CASE NO. 19-40S
(McClung)

WHEREAS, a preliminary plat application has been submitted to the City for property legally described as;

See Exhibit A

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat for the plat of Lakeview Ridge is hereby approved subject to the following conditions:

1. The final plat and development plan shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. A park dedication fee equal to \$2,850 for Lot 1 shall be paid to the City prior to release of the final plat.
3. A private driveway access easement on Lot 1 to benefit 6136 Babcock Trail is required to accompany the plat mylars at the time of recording.
4. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit for Lot 1.
5. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

Passed this 11th day of May, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

Exhibit A

Beginning at a point which is 454.5 feet west and 205 feet south of the Northeast corner of Section Five (5), Township Twenty-seven (27) North, Range Twenty-two(22) West, which point is marked by a Judicial Land Mark; thence South 180 feet, which point is marked by a judicial land mark; thence South 89" 36' east 89.5 feet; thence south 250 feet which point is marked by a judicial land mark; thence south 140 feet which point is marked by a judicial land mark; thence south 462.8 feet; thence south 89" 56' west 229 feet; thence north 327.4 feet which point is marked by a judicial land mark; thence South 59' 31' west 388 feet which point is marked by a judicial land mark; thence North 89" 50' west 240 feet which point is marked by a judicial land mark; thence North 89" 50' west 69.4 feet to the center line of S.A.R. No. 21, better known as the German Road; thence North 15' 17' east 480.2 feet to the beginning of a 2' 00" curve to the right having a central angle of 5' 48"; thence along said curve 290 feet; thence north 21' 05" east 43 feet; thence east 61.2 feet which point is marked by a judicial land mark; thence east 280 feet which point is marked by a judicial land mark; thence north 125 feet which point is marked by a judicial land mark; thence south 89" 36' east 210 feet to the point of beginning;

lying south of a line drawn parallel with and 692 feet south of the north line of the oforedescribed property (said north line having a bearing of S 89" 36' E. and being 210 feet in length) and said north line extended easterly and westerly.

The Boundaries of said lands as aforesaid and the judicial landmarks set therein be and the said hereby are fixed and established as the true and correct boundary lines therefor 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: **KURT MCCLUNG – CASE NO. 19-40S**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a two-lot subdivision for the property located at 6180 Babcock Trail. 32 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting to subdivide his property into two parcels. The southern lot would include the existing home and the northern lot would be vacant with the intent of a single-family home being built on it. The property is zoned R-1B, Single-Family Residential and is guided LDR, Low Density Residential. The lot is also located within the Shoreland Overlay District. The plat is consistent with the zoning and comprehensive plan designations and the applicant has demonstrated that a new single-family home could be constructed on proposed Lot 1, complying with the required setbacks. The new home would be connected to City water and sewer and a custom grading agreement would be required prior to the issuance of any building permits. Since the property is on a County road, the Dakota County Plat Commission reviewed the request and is asking that the existing driveway remain and that the proposed vacant lot create a new access opening that would be a shared driveway with the parcel to the north, if developed. Staff recommends approval of the request with the conditions listed in the report. Staff heard from one neighbor, who had general questions but provided no additional comments.

Opening of Public Hearing

Kurt McClung, 6180 Babcock Trail, advised he was available to answer any questions.

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

Mr. McClung replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a preliminary and final plat for a two-lot subdivision for the property located at 6180 Babcock Trail, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on May 11, 2020.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: April 21, 2020

CASE NO.: 19-40S

APPLICANT & PROPERTY OWNER: Kurt McClung

REQUEST: Preliminary and Final Plat request for a two-lot subdivision

LOCATION: 6180 Babcock Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1B, single-family residential

REVIEWING DIVISIONS: Planning
Engineering
Dakota County

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

It is the applicants desire to subdivide his property into two lots. One lot would consist of the existing home and the other would be vacant with the intent of a single-family home to be built on it. The applicant's property is 4.06 acres in size, which includes 2.14+ acres that are under water (DNR ID 19-241) and .17 acres of right-of-way (Babcock Trail). When reviewing minimum lot size and the buildable area of a property the City does not include areas under protected bodies of water or within right-of-way.

The following specific application is being requested:

- a.) A **Preliminary and Final Plat** for a two-lot subdivision to be known as Lakeview Ridge.

EVALUATION OF THE REQUEST

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

North - Residential; zoned R-1B, single-family; guided LDR, Low density residential
East - Residential; zoned R-1B, single-family; guided LDR, Low density residential
West - Residential; zoned R-1,C single-family; guided LDR, Low density residential
South - Residential; zoned R-1B, single-family; guided LDR, Low density residential

PLAT REVIEW

Zoning and Comprehensive Plan Consistency. The property is zoned R-1B, single-family and is guided LDR, Low Density Residential. The lot is located within the shoreland overlay district for

DNR ID 19-241W. The applicant has demonstrated that a new single-family home could be constructed on proposed Lot 1, complying with the required setbacks from the ordinary high water mark of the pond. The proposed plat is consistent with the zoning and comprehensive plan designations.

Lots & Blocks.

The minimum lot size in the R-1B zoning district and the shoreland overlay district is 20,000 square feet. Lot 1 would be 42,940 square feet up to the waters edge and Lot 2 would be 25,339 square feet in size up to the waters edge, complying with the minimum lot size requirements.

The minimum lot width requirement is 100 feet at the setback line. Lot 1 is 104' wide and Lot 2 is 119' wide, both meeting the minimum lot width requirements.

The existing home on proposed Lot 2 would be at 12.5% impervious coverage, complying with our maximum impervious surface standards.

Park Dedication. Park dedication on this plat will be cash in lieu of land. If approved, prior to release of the final plat for filing with Dakota County, a cash fee of \$2,850 would be required for the new lot. Park dedication is not required for the lot with the existing home.

Infrastructure. The applicant is required to stub sewer and water to the property line for the future home. The applicant shall pull all required permits with the County and City for the installation of utilities.

Access. Dakota County Plat Commission has reviewed the request. The plan will be for the existing driveway to remain and the proposed vacant lot to create a new access opening that would be a shared driveway with the parcel to the north, if developed. The new access opening is located along the north boundary of proposed Lot 1, which would allow for a future shared access with the property to the north, only if or when the adjoining property to the north is split and will require an additional driveway. A private driveway access easement is required to accompany the plat mylars at the time of recording.

Engineering. Engineering has reviewed the request and has been working with the applicant on stormwater and grading requirements. A custom grading agreement and storm water facilities maintenance agreement would be required to be executed between the City and the property owner prior to any issuance of building permits. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

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

- Approval of the **Preliminary and Final Plat** for a two lot subdivision to be known as Lakeview Ridge subject to the following conditions:
 1. The final plat and development plan shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. A park dedication fee equal to \$2,850 for Lot 1 shall be paid to the City prior to release of the final plat.
 3. A private driveway access easement on Lot 1 is required to accompany the plat mylars at the time of recording.
 4. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit for Lot 1.
 5. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

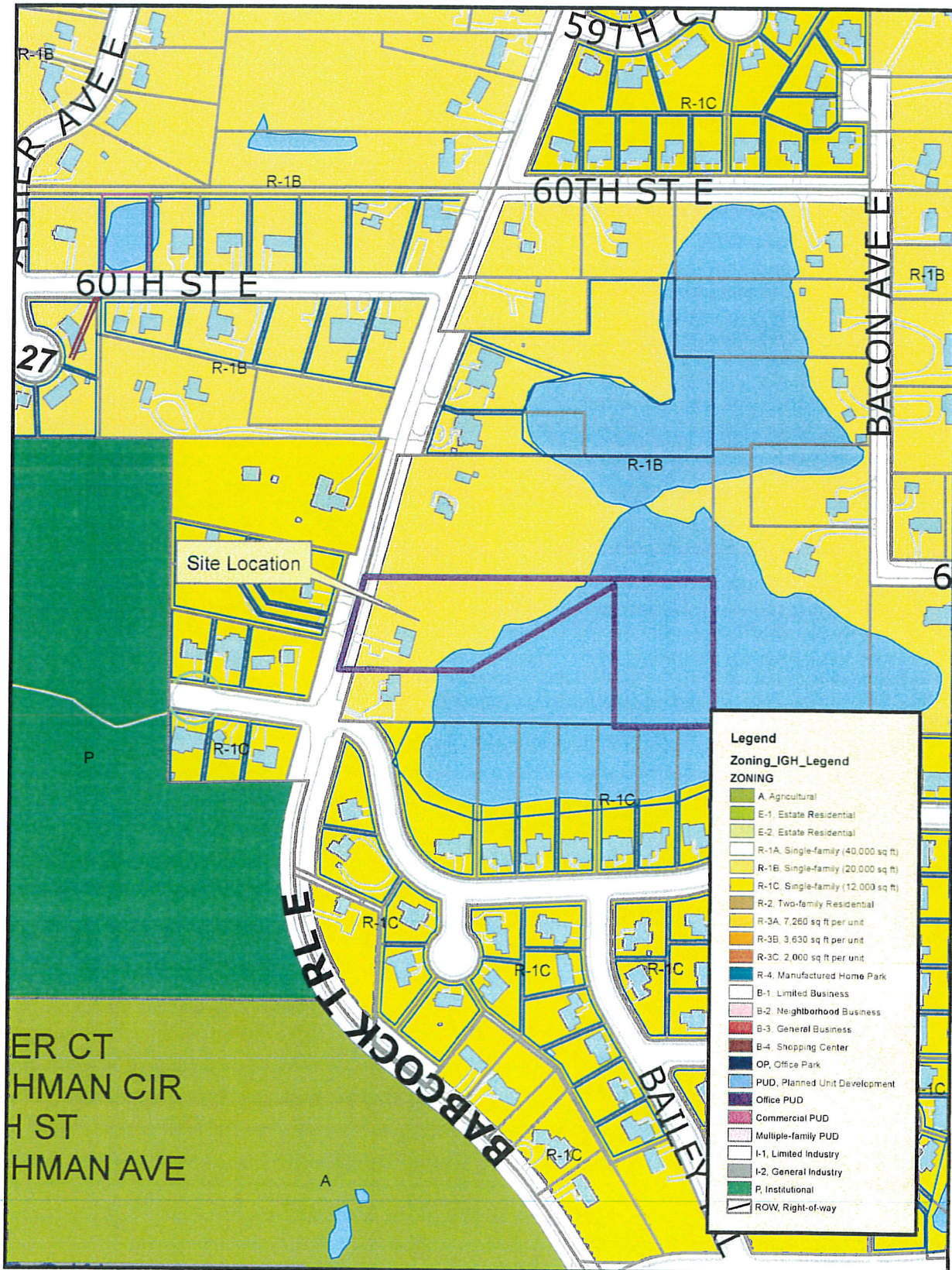
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the preliminary and final plat request for a two-lot subdivision.

Attachments: Exhibit A -Location/Zoning Map
Exhibit B- Plat
Exhibit C- Grading Plan



6180 Babcock Trail Case No. 19-40S



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept
Copyright © City of Inver Grove Heights 2020



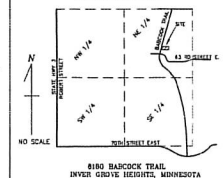
Exhibit A
Zoning and Location Map

Map not to scale

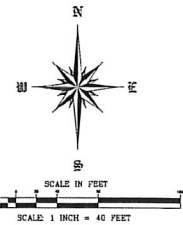
PRELIMINARY PLAT: LAKEVIEW RIDGE

Vicinity Map

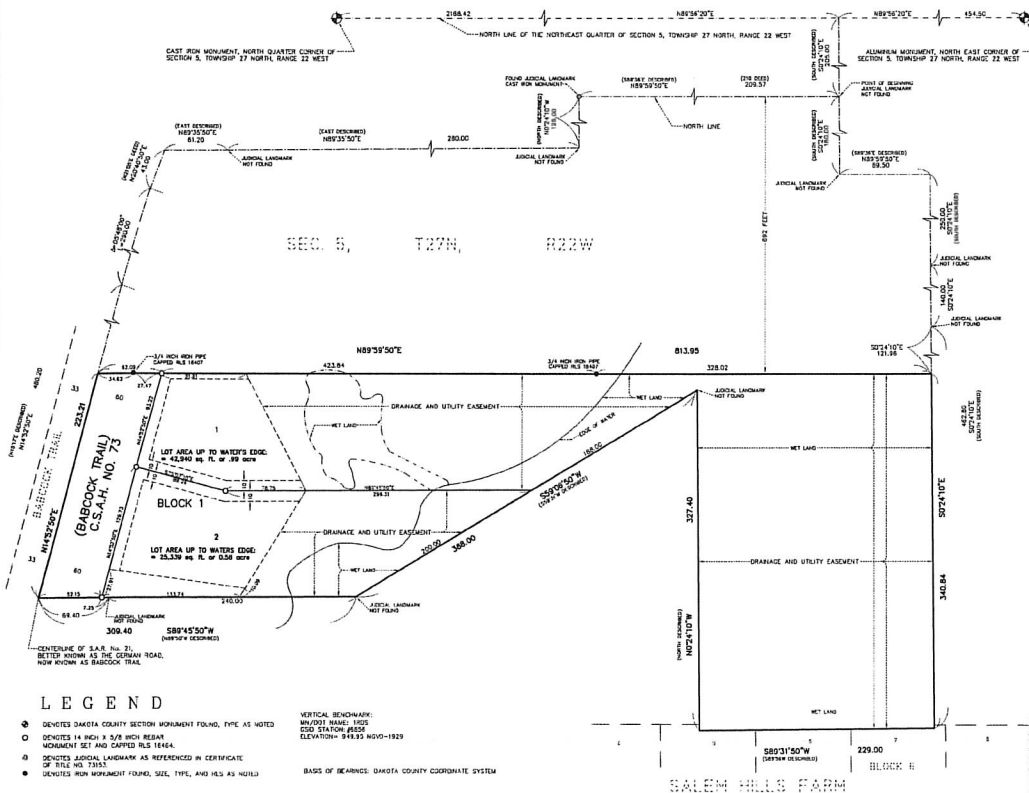
Sec. 5, T. 27 N., R. 22 W.
Dakota County, Minnesota



8100 BARCOCK TRAIL
INVER GROVE HEIGHTS, MINNESOTA

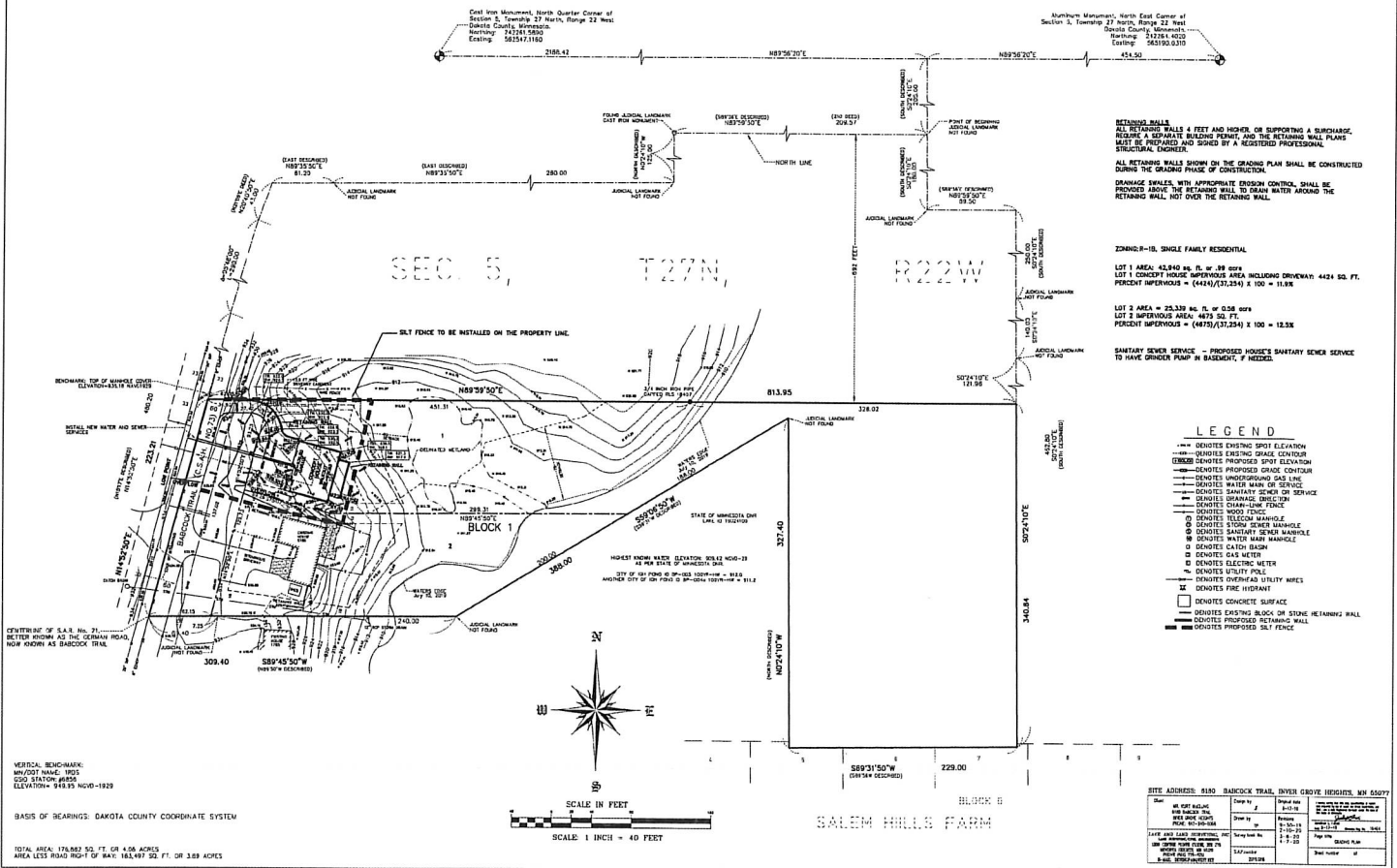


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN TRAIL
NO SCALE
5 FT.
10 FT.
15 FT.
20 FT.
25 FT.
30 FT.
35 FT.
40 FT.
45 FT.
50 FT.
55 FT.
60 FT.
65 FT.
70 FT.
75 FT.
80 FT.
85 FT.
90 FT.
95 FT.
100 FT.

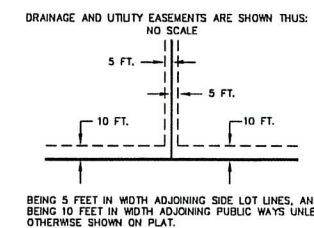
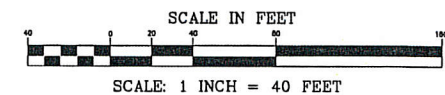


SITE ADDRESS 8100 BARCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077			
Owner	8100 BARCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077	Survey No.	100-100-100
Surveyor	DAKOTA COUNTY SURVEYOR	Survey Date	10-10-2020
Surveyor's License No.	100-100-100	Surveyor's Signature	[Signature]
Surveyor's Seal	100-100-100	Surveyor's Title	Surveyor
Surveyor's Address	100-100-100	Surveyor's Phone	100-100-100
Surveyor's Email	100-100-100	Surveyor's Fax	100-100-100
Surveyor's Website	100-100-100	Surveyor's Social Media	100-100-100

PRELIMINARY PLAT: LAKEVIEW RIDGE



Sec. 5, T. 27 N., R. 22 W.
Dakota County, Minnesota



BASIS OF BEARINGS: DAKOTA COUNTY COORDINATE SYSTEM

SALEM HILLS FARM

SITE ADDRESS: 6180 BABCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077

Client	MR. KURT MALZING 6150 BARBOCK TRAIL INVER GROVE HEIGHTS PHONE: (651) 494-0556	Design by JF	Original Date 8-17-19	I am hereby certifying that the above information is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of Minnesota.
DRAWN BY	INVER GROVE HEIGHTS PHONE: (651) 494-0556	Drawn by RP	Revisions 9-30-19 10-20-20 4-7-20	Jaredson, J. David Date 8-17-19 Minnesota No. 16454
LAKES AND LAND SURVEYING, INC. LAND SURVEYING PROFESSIONALS	1200 CENTRE POINT DRIVE, SUITE 275 MINNETONKA, MINNESOTA 55345 PHONE: (651) 776-8211	Survey book No.	SAP number 2019.006	Poppy Hill PRELIMINARY PLAT
SHEET NO.	SHEET NO.	SHEET NO.	SHEET NO.	SHEET NO.

PRELIMINARY PLAT: LAKEVIEW RIDGE

Cast Iron Monument, North Quarter Corner of
Section 5, Township 27 North, Range 22 West
Dakota County, Minnesota.
Northing: 242261.5890
Easting: 562547.1160

Aluminum Monument, North East Corner of
Section 5, Township 27 North, Range 22 West
Dakota County, Minnesota.
Northing: 242264.4020
Easting: 565190.0310

RETAINING WALLS
ALL RETAINING WALLS 4 FEET AND HIGHER, OR SUPPORTING A SURCHARGE,
REQUIRE A SEPARATE BUILDING PERMIT, AND THE RETAINING WALL PLANS
MUST BE PREPARED AND SIGNED BY A REGISTERED PROFESSIONAL
STRUCTURAL ENGINEER.

ALL RETAINING WALLS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED
DURING THE GRADING PHASE OF CONSTRUCTION.

DRAINAGE SWALES, WITH APPROPRIATE EROSION CONTROL, SHALL BE
PROVIDED ABOVE THE RETAINING WALL, TO DRAIN WATER AROUND THE
RETAINING WALL, NOT OVER THE RETAINING WALL.

ZONING: R-1B, SINGLE FAMILY RESIDENTIAL

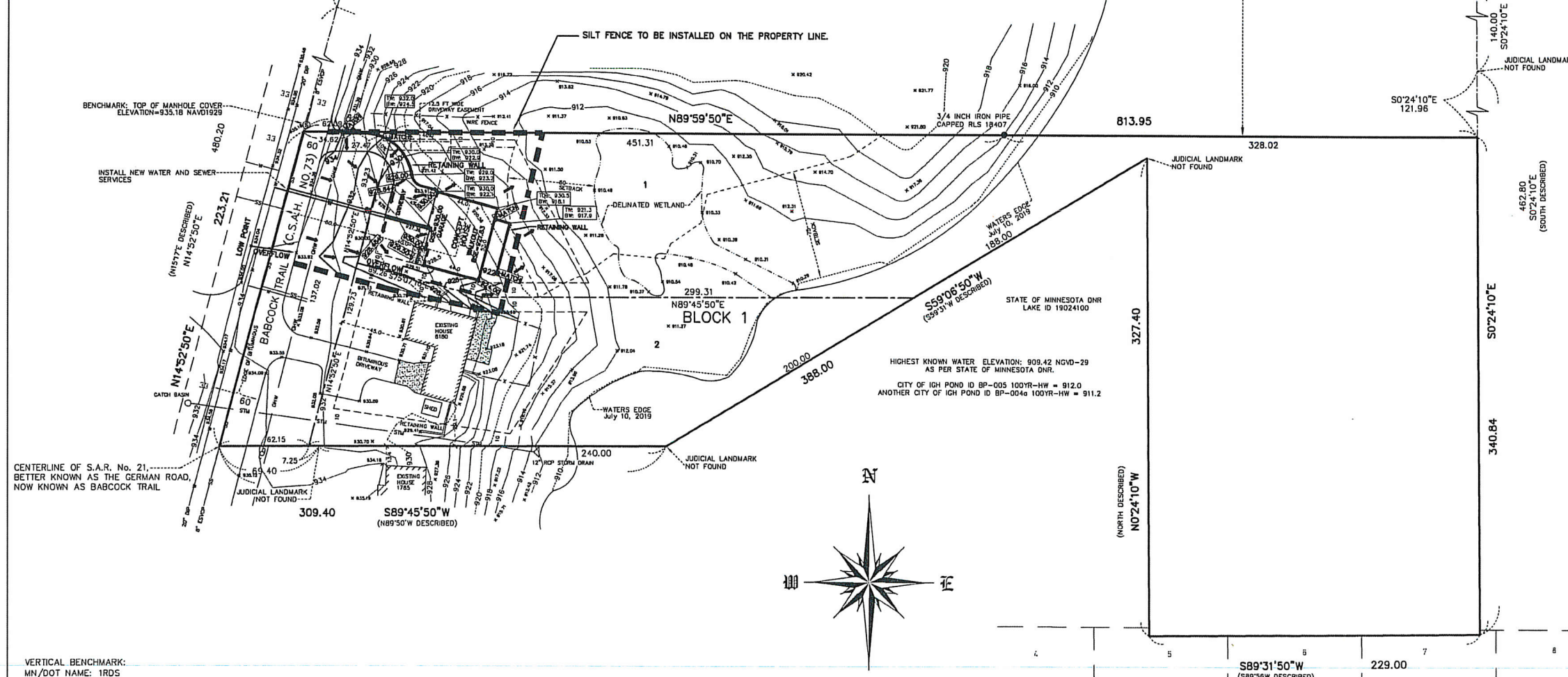
LOT 1 AREA: 42,940 sq. ft. or .99 acre
LOT 1 CONCEPT HOUSE IMPERVIOUS AREA INCLUDING DRIVEWAY: 4424 SQ. FT.
PERCENT IMPERVIOUS = $(4424)/(37,254) \times 100 = 11.9\%$

LOT 2 AREA = 25,339 sq. ft. or 0.58 acre
LOT 2 IMPERVIOUS AREA: 4675 SQ. FT.
PERCENT IMPERVIOUS = $(4675)/(37,254) \times 100 = 12.5\%$

SANITARY SEWER SERVICE -- PROPOSED HOUSE'S SANITARY SEWER SERVICE
TO HAVE GRINDER PUMP IN BASEMENT, IF NEEDED.

LEGEND

- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING GRADE CONTOUR
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED GRADE CONTOUR
- DENOTES UNDERGROUND GAS LINE
- DENOTES WATER MAIN OR SERVICE
- DENOTES SANITARY SEWER OR SERVICE
- DENOTES DRAINAGE DIRECTION
- DENOTES CHAIN-LINK FENCE
- DENOTES WOOD FENCE
- ⊙ DENOTES TELECOM MANHOLE
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊙ DENOTES WATER MAIN MANHOLE
- DENOTES CATCH BASIN
- DENOTES GAS METER
- DENOTES ELECTRIC METER
- DENOTES UTILITY POLE
- DENOTES OVERHEAD UTILITY WIRES
- DENOTES FIRE HYDRANT
- DENOTES CONCRETE SURFACE
- DENOTES EXISTING BLOCK OR STONE RETAINING WALL
- DENOTES PROPOSED RETAINING WALL
- DENOTES PROPOSED SILT FENCE



VERTICAL BENCHMARK:
MN/DOT NAME: 1RDS
CSID STATION: #6856
ELEVATION= 949.95 NGVD-1929

BASIS OF BEARINGS: DAKOTA COUNTY COORDINATE SYSTEM

TOTAL AREA: 176,882 SQ. FT. OR 4.06 ACRES
AREA LESS ROAD RIGHT OF WAY: 163,497 SQ. FT. OR 3.89 ACRES

SITE ADDRESS: 6180 BABCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077			
Client	MR. KURT MULLING 6180 BABCOCK TRAIL INVER GROVE HEIGHTS PHONE: 612-940-0066	Design by	JP
Drawn by	BP	Original date	8-17-19
Survey book No.		Revisions	9-30-19 2-10-20 3-6-20 4-7-20
S.A.P. number	2019.066	Page title	GRADING PLAN
		Sheet number	of

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALLIANT VENTURES

Meeting Date: May 11, 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
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider the following Resolutions for the property located at 9697 Inver Grove Trail;

- a) an **Ordinance** rezoning the property from E-1, Estate Residential District to R-1C, Single Family Residential District.
 - Require 3/5th's vote.
- b) a **Preliminary Plat** for a 14 lot subdivision to be known as Inver Grove Trail.
 - Require 3/5th's vote.
- c) a **Variance** from minimum lot size and width standards.
 - Require 3/5th's vote.
- d) a **Variance** from front yard and side yard setbacks.
 - Require 3/5th's vote.
- e) a **Conditional Use Permit** to allow three lots to exceed the allowed impervious surface.
 - Require 4/5th's vote.
 - 60-day deadline: June 16, 2020 (second 60 days)

SUMMARY

The applicant is proposing to develop a single family project on the eastern half of a 15 acre parcel. The plat consists of 14 single family lots, four outlots for storm ponding and one outlot for future development. The eastern half being developed at this time is approximately 4.5 acres. There are a number of constraints on the property that limit the development potential. There is a 200 foot wide NSP powerline easement that divides the property into generally east and west. There are two wetlands on site, a DNR wetland along the north and a smaller wetland in the middle of the southern portion of the site. The topography of the site is such that it is not practical to connect the west and east halves with a street. There is also a 60 foot wide private easement along the east boundary for the properties to the north. The developer proposes to develop the east half now and develop the west half at a later date.

ANALYSIS

Rezoning:

- The property is currently zoned E-1, Estate Residential and would be rezoned to R-1C, Single Family Residential to be consistent with the comprehensive plan. The land is guided LDR, 1-4 units per acre. The site is within the MUSA boundary and sewer and water are located in Cahill Avenue.

Preliminary Plat:

- The plat consists of 14 lots and five outlots. Four of the outlots are for storm water purposes and the fifth would be for future development. Lot sizes range from 8,589 square feet to 14, 628 square feet. Average lot size is 11,525. Lot width ranges from 60-85 feet. The applicant is requesting variances from lot size minimum and width due to the number of constraints on the property that make it difficult to achieve a reasonable density. These variances are discussed later.
- Access to the site would be via Cahill Avenue.

Variances:

- Requesting lot size and width variances. Also requesting front and rear yard setback variances. Front and rear yard proposed at 25 feet where 30 feet is standard minimum. Side yard separation would be minimum 15 feet.
- The parcel is encumbered with a number of constraints that limit the buildable area. These include a 200 foot powerline easement, contaminated soils, wetlands and private easement. The density of the developed portion of the land is within the allowed density of the LDR district and consistent with typical R-1C zoned developments.
- Based on the proposed building pads, the character of the development would be consistent with sewered development. Setbacks similar to those found in the Northwest Area. This would be the first sewered single family development in this area since the MUSA was expanded a number of years ago. Building massing would be the same since there would still be 15 feet between homes.

Conditional Use Permit:

- Lots 1,3 and 4 are proposed with slightly larger amounts of developed impervious surface than allowed. Lots can exceed with a conditional use permit. The storm water design of the plat accommodates the small increases in impervious surface.

RECOMMENDATION

Planning Staff. Staff recommends approval of the requests as presented with the conditions listed in the attached resolutions.

Planning Commission. Recommended approval of the rezoning (9-0). Had discussion regarding the lot size variances and were concerned with the smaller sizes. Recommended approval of all variances with the added condition that the minimum lot width be increased to 70 feet (attached conditions reflect this change) (9-0). Recommended approval of the plat with the additional 70 foot condition (9-0). Commission was not unanimous on the CUP request. Since the recommendation to increase lot widths may affect the number of lots in a redesigned plat, it is unknown if the need for a CUP for impervious would still be necessary. They denied the CUP request noting lack of definitive lot design based on lot width change (9-0).

Attachments: Updated Applicant Narrative
Ordinance Amendment for Rezoning
Resolution approving the Preliminary Plat
Resolution approving the Variance
Resolution Denying the Conditional Use Permit
Resolution Approving the Conditional Use Permit
Planning Commission Recommendation
Planning Report

TO: Mayor Tourville
Members of City of Inver Grove
Heights City Council

FROM: Alliant Ventures III, LLC
Thomas J. Sloan, CEO
Robert J. Machacek, COO

RE: Cahill Property Preliminary Plat Request

As you know, at the April 21, 2020 Planning Commission meeting, Alliant Ventures III, LLC presented our request for plat approval on a proposed housing development at the intersection of Cahill Rd and Inver Hills Trail. Our proposal was accepted, albeit, conditionally. We, hereby, offer this memo in our effort to encourage the City Council to waive the most problematic condition, that is, the minimum 70' lot requirement and approve our plat and plans as submitted.

Please consider the following explanation/justification of our request:

- After numerous meetings with City Staff, the Project underwent many iterations in the collaborative process of creating a workable plan. The final one being a development with 14 lots each approximately 60' wide. Unfortunately, in our submittals to the Planning Commission 70' lots were inadvertently referenced, understandably giving the Planning Commission an unrealistic expectation. For that we apologize.
- The table below shows the minimum bulk standard requests requiring variances and provides a good summary:

	R-1C	Variances	Lots Affected
Lot Width	85'	60'	All
Lot Area	12,000 Sf	8,400 Sf	1-7, 10, 11
Front			
Setback	30'	25'	All
Rear			
Setback	30'	25'	All
Side			
Setback	10', 5'	7.5'	All

- Whereas, this site presents us with some considerable challenges, eg., contaminated soils, a 200' bisecting powerline easement and various wetlands, we were able with the assistance of City Staff to envision a very desirable development highlighting its great location with its intriguing topographical nuances.
- Throughout the entire process, our modelling, both financial and in situ, relied, we think justifiably, on the acceptability of 60' lots.
- Requiring 70' lots will necessitate a costly and time-consuming redesign that would result in the loss of two lots, thereby, diminishing the economic opportunity for the City and the Developer, especially given the substantial costs we have associated with the required site clean-up.
- Reducing the efficient use of space with this condition seems to be in opposition to our shared goals, ie., to provide future citizens of Inver Grove Heights with an attractive, affordable and desirable housing product. It also seems to ignore current lifestyle changes trending towards smaller yards and/or houses.
- Most perplexing is the question as to whom the implementation of this condition accrues a benefit. Reducing the number of lots does not serve the taxpayers, the schools, the nearby businesses and it certainly does not serve the two households being denied the opportunity to raise their family in a safe and affordable environment, within walking distance to an elementary school, nature trails and various city services. In so doing, we instead would be offering fewer, and less affordable, homes to an even narrower cross section of qualified buyers.

We feel the design as submitted properly fits the site, while still addressing the concerns of City staff. We intend to engage a builder with a proven track record of producing affordable, high quality home in a timely manner.

In conclusion, our most sincere goal in concert with that of the City and residents of the 14 new households is to share in the joint accomplishment of having created this wonderful new neighborhood in the City of Inver Grove Heights.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 19-53PUD
(Alliant Ventures)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from E-1, Estate Residential District to R-1C, Single Family Residential District to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No.
Page 2

Enacted and ordained into an Ordinance this 11th day of May, 2020.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description Per Title Commitment

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West , 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A 14 LOT AND FIVE (5)
OUTLOT SUBDIVISION TO BE KNOWN AS INVER GROVE TRAIL**

**CASE NO. 19-53PUD
(Alliant Ventures)**

WHEREAS, a preliminary plat application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 21, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat for the plat of Inver Grove Trail is hereby approved subject to the following conditions:

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

Preliminary Plat	dated 3/30/20
Preliminary Site Plan	dated 3/30/20
Preliminary Grading Plan	dated 3/30/20
Preliminary Erosion Control Plan	dated 3/30/20
Preliminary Sanitary & Watermain	dated 3/30/20
Preliminary Storm Sewer	dated 3/30/20
Preliminary Street Profiles	dated 3/30/20
Preliminary Basin Mitigation	dated 3/30/20
Preliminary Wetland Fill	dated 3/30/20
Preliminary 3:1 Slopes	dated 3/30/20
Preliminary Landscape Plan	dated 3/30/20

Preliminary Tree Preservation Plan dated 3/30/20

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

2. The small remnant in the far southeast corner of the property that is on the opposite side of Inver Grove Trail is part of the same tax parcel and must be platted into an outlot since it is an unbuildable remnant.
3. The plat shall be modified to include a 40 foot wide half right-of-way dedication for Inver Grove Trail.
4. Park dedication shall be a cash contribution per 14 lots at the current rate to be paid at time of plat release.
5. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.
7. The trail must be constructed along the entire length of the property abutting Cahill and all the way to Inver Grove Trail.
8. The proposed landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation.
9. A development contract shall be approved by the City Council with the approval of the final plat.
10. The Final plat and development contract shall be filed with Dakota County prior to any building permits being issued for the site.
11. A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
12. A wetland mitigation plan for the southern wetland shall be submitted per the Wetland Conservation Act and must be approved by the reviewing body and the city. An approved plan must be submitted with the final plat and plans.
13. The DNR shall approve any impacts to their wetland. DNR approval shall be required before the city can approve the final plat or plans.

14. The submitted Environmental Construction Contingency Plan (ECCP) addressing any environmental contamination on the site must be approved by the MPCA and approval and plans shall be incorporated in the final plat and plans.
16. Streetlights shall be required to be installed by the developer anticipated to be at the Cahill Avenue intersection and the cul-de-sac. The location and number of streetlights to be determined by the local electric company. A street light agreement shall be entered into between the City and developer.
17. The minimum lot width for all lots shall be at least 70 feet as measured at the front setback line.

Passed this 11th day of May, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description Per Title Commitment

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING A VARIANCE FROM LOT SIZE AND WIDTH
REQUIREMENTS AND SETBACKS**

**CASE NO. 19-53PUD
(Alliant Ventures)**

Property located at 9697 Inver Grove Trail and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance from minimum lot size and width standards and from building setbacks;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential District;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 21, 2020 in accordance with City Code Section City Code 10-3-3:C;

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

1. The number of unique constraints on the property that make development consistent with the comprehensive plan. These constraints include;

topography, 200 foot wide powerline easement, contaminated soils, 60 foot wide private easement, wetlands with regional basin high water marks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow reduced lot size and width and from building setbacks is hereby approved subject to the following:

1. The variances approved for lot size and width and building setbacks shall be consistent with those depicted on the following plans:

Preliminary Plat	dated 3/30/20
Preliminary Site Plan	dated 3/30/20
Preliminary Grading Plan	dated 3/30/20
Preliminary Erosion Control Plan	dated 3/30/20
Preliminary Sanitary & Watermain	dated 3/30/20
Preliminary Storm Sewer	dated 3/30/20
Preliminary Street Profiles	dated 3/30/20
Preliminary Basin Mitigation	dated 3/30/20
Preliminary Wetland Fill	dated 3/30/20
Preliminary 3:1 Slopes	dated 3/30/20
Preliminary Landscape Plan	dated 3/30/20
Preliminary Tree Preservation Plan	dated 3/30/20

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

2. The minimum lot width for all lots shall be at least 70 feet as measured at the front setback line.

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description Per Title Commitment

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

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

RESOLUTION NO. _____

**RESOLUTION DENYING A CONDITIONAL USE PERMIT TO ALLOW LOTS 1,2 AND 4,
BLOCK 1, INVER GROVE TRAIL TO EXCEED THE MAXIMUM ALLOWED IMPERVIOUS
SURFACE PER LOT**

**Case No. 19-53PUD
(Alliant Ventures)**

WHEREAS, the request is for the property located at 9697 Cahill Avenue and legally described as:

SEE EXHIBIT A

WHEREAS, the aforescribed property is zoned R-1C, Single Family Residential District;

WHEREAS, exceeding individual lot maximum impervious surface is a conditional use within the R-1C, Single Family Residential 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;

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;

WHEREAS, the Planning Commission felt that based on their recommendation to increase lot widths in the subdivision, it is unknown which, if any lots would exceed the maximum impervious surface since the lot size and configuration would change and therefore approving any conditional use permit would be premature and should be addressed when needed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow Lots 1,2, and 4, Block 1, Inver Grove Trail is hereby denied since a subdivision lot reconfiguration may result in no lots needing a conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description Per Title Commitment

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR LOTS 1,2 AND 4,
BLOCK 1, INVER GROVE TRAIL TO EXCEED THE MAXIMUM LOT IMPERVIOUS
SURFACE**

**Case No. 19-53PUD
(Alliant Ventures)**

WHEREAS, the request is for the property located at 9697 Cahill Avenue and legally described as:

SEE EXHIBIT A

WHEREAS, the aforescribed property is zoned R-1C, Single Family Residential District;

WHEREAS, exceeding individual lot maximum impervious surface is a conditional use within the R-1C, Single Family Residential 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 to allow Lots 1,2 and 4, Block 1, Inver Grove Trail is hereby approved subject to the following conditions:

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

Preliminary Plat	dated 3/30/20
Preliminary Site Plan	dated 3/30/20
Preliminary Grading Plan	dated 3/30/20
Preliminary Erosion Control Plan	dated 3/30/20
Preliminary Sanitary & Watermain	dated 3/30/20
Preliminary Storm Sewer	dated 3/30/20
Preliminary Street Profiles	dated 3/30/20
Preliminary Basin Mitigation	dated 3/30/20
Preliminary Wetland Fill	dated 3/30/20
Preliminary 3:1 Slopes	dated 3/30/20
Preliminary Landscape Plan	dated 3/30/20
Preliminary Tree Preservation Plan	dated 3/30/20

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

2. The plans must be approved by the City Engineer.

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 11th day of May, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description Per Title Commitment

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of the Southwest $\frac{1}{4}$ of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**RECOMMENDATION TO
CITY COUNCIL OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 21, 2020

SUBJECT: **ALLIANT VENTURES III, LLC – CASE NO. 19-53PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from E-1, Estate Residential to R-1C, Single-Family Residential, a preliminary plat for a 14-lot, five outlot single-family subdivision to be known as Inver Grove Trail, a variance from minimum lot size and lot width standards, a variance from front yard and side yard setbacks, and a conditional use permit for certain lots to exceed allowed impervious surface, for the property located at 9697 Inver Grove Trail. 38 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 an application to develop a 15-acre parcel into 14 single-family lots, four outlots for storm ponding and one outlot for future development. The eastern half being developed at this time is approximately 4.5 acres. There are several constraints on the property that limit the development potential, including an NSP easement, two wetlands, a private easement for the properties to the north, and topography that divide the west and east halves of the property. The proposed lots range in size from approximately 8,500-14,600 square feet, with the average lot size being 11,500 square feet. Nine of the 14 lots are less than 12,000 square feet and lot widths range from 60-85 feet at the front setback. They are proposing a 25-foot front yard and rear yard setback whereas 30 feet is required. They are also asking for flexibility from the standard 10-foot house, five-foot garage side yard setbacks; however, side yards would still maintain a 15-foot total separation. The applicant is requesting variances from lot size standards and building setbacks. The applicant is requesting a conditional use permit (CUP) to allow some of the lots to exceed the maximum impervious surface. That extra coverage is already addressed in their Storm Water Management Plan. The access would be a public street off Cahill Avenue. Mr. Hunting noted that Commissioners received copies of emails from neighbors with concerns about the access point on Cahill. Park dedication would be by cash contribution and the developer would be required to construct a trail along Cahill Avenue. The applicant's landscape plan will have to be modified to provide additional plantings. Since the wetlands are being impacted by this development, a wetland mitigation plan must be approved by the reviewing body and the city, and the DNR must approve any impacts to their wetland. Phase I and Phase II investigations have indicated some site contamination on the property. Therefore, an environmental construction contingency plan must be approved by the MPCA prior to any land disturbance. Staff recommends approval of the request with the conditions listed.

Chair Maggi referred to Lot 12 being 200 square feet over the maximum impervious surface and asked what the total square footage was of that lot.

Commissioner Simon noted that there was a typo in the report and that it was actually Lot 4 that

Recommendation to City Council

April 21, 2020

Page 2

was 200 square feet over. She noted that that needs to be changed in the CUP as well.

Mr. Hunting replied that Lot 4 is 10,000 square feet.

Chair Maggi asked for if the applicants were asking for an additional 20% of impervious surface for that lot; however, only an additional 10% was allowed by CUP.

Mr. Hunting replied in the affirmative.

Chair Maggi asked for clarification of the discrepancy between the lot widths listed in the applicant's narrative versus what was listed in the planning report.

Mr. Hunting stated he believed the correct lot widths to be 60-65 feet.

Chair Maggi asked if 85 feet was required.

Mr. Hunting replied in the affirmative.

Commissioner Weber asked what the approved lot width was for the proposed Scenic Hills development off 80th Street.

Mr. Hunting replied that his recollection was that they were 60 feet or less.

Commissioner Weber stated that Scenic Hills were the smallest lots they had looked at since he had served on the Planning Commission.

Mr. Hunting agreed, stating these lots would be larger than those in Scenic Hills and would have larger side yard setbacks as well.

At Commissioner Wippermann's request, Mr. Hunting showed where the MUSA line was located in this area.

Commissioner Simon asked if it went all the way to Koch Refinery.

Mr. Hunting replied that he could not recall offhand.

Commissioner Wippermann asked if the properties southeast of this project were included in the MUSA.

Mr. Hunting replied they were not within the MUSA boundary.

Commissioner Wippermann asked for clarification of why the memo from Alliant Ventures referred to requesting lot widths be reduced to a 70-foot minimum yet the plans showed lot widths in the 60's.

Mr. Hunting suggested they ask the developer to respond to that question.

April 21, 2020

Page 3

Commissioner Simon asked if the trail connection was a requirement and if it was separate from the park dedication requirement.

Mr. Hunting replied in the affirmative, stating they would be required to do the standard park dedication, but because there was a planned trail along the east side of Cahill there was an additional requirement to construct a trail.

Commissioner Simon asked if the tree shortage in the existing landscape plan should be addressed in the conditions of approval.

Mr. Hunting replied that Condition 8 requires that the landscape plan be modified to meet the requirement to both the street tree requirement and tree preservation reforestation.

Commissioner Simon asked if the fire marshal was okay with the 7.5-foot side yard setback.

Mr. Hunting replied there would still be the standard 15-foot separation between houses.

Commissioner Simon questioned how a fire truck would get to the back side of a building that was on fire.

Mr. Hunting did not think this was different than any other development on a cul-de-sac.

Commissioner Simon asked if the engineering comments would be addressed prior to the final plat going to City Council.

Mr. Hunting replied in the affirmative, stating that Condition 5 requires that plans be approved by the City Engineer prior to going to City Council for the final plat.

Commissioner Simon asked what would happen if the DNR and MPCA did not give their approvals before the final plat.

Mr. Hunting replied that the final plat would not go to City Council until receiving approval from those two agencies.

Opening of Public Hearing

Bob Machacek, 4655 Nichols Road, Eagan, advised he was available to answer any questions.

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

Mr. Machacek replied in the affirmative.

John Molinaro, Pioneer Engineering, advised that their plans changed a few times throughout the process, and he believes that the request to have a 70-foot lot width minimum was a typo in the memo.

Commissioner Wippermann advised he preferred 70-foot lots over 60-foot lots.

April 21, 2020

Page 4

Chair Maggi asked if the houses would have two-car or three-car garages.

Mr. Machacek replied that they had not yet selected a builder but assumed they would have three-car garages.

Chair Maggi asked if they had considered taking one lot out which would likely result in the remaining lots complying with zoning standards.

Mr. Machacek advised that they looked at several revisions; however, the problem lies in making this site economically viable with the amount of clean up needed.

Mark Stangl, 10120 Cloman Path, stated he had traffic and safety concerns with the proposed entrance/exit off Cahill Avenue, especially with bus traffic and the sharp curve on Cahill. He would prefer to see the access off Inver Grove Trail.

Chair Maggi asked staff to address moving the entrance/exit to Inver Grove Trail.

Mr. Hunting replied that they had discussions of that early on and determined that neither option is ideal. They ended up moving it to Cahill as putting it on Inver Grove Trail would bring the access closer to the intersection and it would be difficult to construct a turn lane with the limited space.

Mr. Molinaro stated that they looked at both entrances; however, there is a landlocked basin on the northern part of the parcel. If they were to put an entrance/exit onto Inver Grove Trail it would create a dam which would negatively affect the emergency overflow and could result in flooding out the neighboring home.

Commissioner Niemioja asked staff if there had been any discussions with the school district regarding traffic issues, stating her understanding is that they are looking at reconfiguring the Pine Bend Elementary property so as to contain more of their daily traffic.

Mr. Hunting replied that they had not spoken to the school specifically about their plan as it relates to this development but did send them a public hearing notice to which they did not respond.

Commissioner Robertson commented that she has driven both Cahill Avenue and Inver Grove Trail to Pine Bend Elementary almost daily for the last three years. From her perspective Inver Grove Trail has serious deficiencies as an entrance/exit point to the proposed development. The road is in serious disrepair and it also takes anyone leaving that development further away from any entrance onto Highway 52, which would be a significant inconvenience. In her experience she has never seen a situation on Cahill where there were more than three or four cars at the stop sign and she noted that the morning buses arrive at staggered times and would be on the opposite side of Cahill Avenue from people exiting the development. In the afternoon, buses would leave the school at the same time, but half would go the other direction and would likely cause only a minor traffic delay. She has never seen that intersection be problematic and did not see an issue with adding only 14 homes.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Chair Maggi suggested they approve the various requests individually, with the rezoning being first.

Motion by Commissioner Simon, second by Commissioner Niemioja, to approve the request for a rezoning of the property from E-1, Estate Residential to R-1C, Single-Family Residential.

Motion carried (9/0).

Chair Maggi suggested they discuss the variance requests next.

Commissioner Wippermann was opposed to 60-foot lots and would prefer to see 70-foot lots as a compromise from the 85-foot standard.

Commissioner Scales did not think this development fit the character of the neighborhood and he would prefer to see them remove one or two homes from the plat.

Commissioner Robertson advised that she would be inclined to approve the smaller lot sizes and setbacks because of the anticipated expense of cleaning up the contamination and meeting the MPCA and DNR requirements. In her opinion they can balance the risk the applicant has taken by giving them an opportunity to maximize the potential return.

Commissioner Niemioja agreed with most of Commissioner Robertson's comments and stated she does think this fits the character of the neighborhood, especially as you move into the neighborhoods north of Cahill.

Commissioner Scales stated there were no lots this size in the area and in his opinion removing one house from the plat would fix all the problems.

Commissioner Niemioja noted the high cost of remediation.

Commissioner Scales responded that just because someone is willing to foot the bill does not mean they should be allowed to build whatever they want.

Chair Maggi stated her concern was the lot size and the need for variances. If they are going to put three-car garages on these homes she is concerned about the potential for future variance requests due to the tight lot sizes once people want to start adding decks, etc.

Commissioner Simon did not support 60-foot lots and would prefer a 70-foot minimum.

Chair Maggi noted that many of the lots were small in area in addition to the narrowness.

Commissioner Robertson struggled with denying a request because of the potential for future variance requests, stating that residents have the right to request variances.

Chair Maggi would argue that that is their right if they are following the standard rules around lot size; however, in this case we are already making allowances.

Commissioner Robertson stated if a variance was requested in the future for this development the Planning Commission would likely deny it, but residents have the right to request it.

Commissioner Scales stated that using that standard Commissioners would deny this one.

Commissioner Kramer stated they might be jumping the gun a bit to assume that the end buyer of the home would come in for another variance. It seemed unfair to the applicant to deny the request based on the potential for a homeowner to request a future variance.

Motion by Commissioner Robertson, second by Commissioner Niemioja, to approve the request for a variance from minimum lot size and lot width standards, and from front yard and side yard setbacks, with the practical difficulty as stated in the report.

Motion failed (4/5 – Lissarrague, Wippermann, Scales, Simon, Maggi).

Motion by Commissioner Scales, second by Commissioner Wippermann, to deny the request for a variance from minimum lot size and lot width standards, and from front yard and side yard setbacks, due to the practical difficulty being created by the number of lots they want to develop.

Commissioner Weber asked if instead of a denial, could the Planning Commission make a motion to approve with a recommendation for a 70-foot minimum lot width.

Chair Maggi questioned whether it mattered which route they went since the plat would change whether they denied the variances or approved with a 70-foot minimum lot width.

Commissioner Weber stated he preferred making a motion to approve with 70-foot lot widths over denying the request as the approval motion would provide direction to the applicant when redesigning the final plat.

Commissioner Simon noted that the conversation would be recorded in the meeting minutes.

Mr. Hunting stated it would be more beneficial to the applicant and City Council to have a motion that provided guidance rather than them having to refer back to the minutes.

Commissioner Robertson noted that if the lot widths are widened to 70-feet that might also address some of the impervious surface overages.

Commissioner Scales advised that he was amending his previous motion to deny and was instead making a motion to approve with a 70-foot lot width minimum.

Commissioner Wippermann seconded the amended motion.

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the

April 21, 2020

Page 7

request for a variance from front yard and side yard setbacks, and from minimum lot size and lot width standards with a minimum lot width of 70-feet at the front setback.

Motion carried (9/0).

Chair Maggi questioned whether they should table the preliminary plat request or vote on it since it was likely no longer a 14-lot plat.

Mr. Hunting advised that they could either table until the applicant provided a revised plan or approve with an added condition that all lots shall meet a 70-foot minimum lot width at front building setback.

Chair Maggi asked if they could approve this without actually seeing the revised plat.

Mr. Hunting replied in the affirmative.

Commissioner Weber stated that the City Council, however, would see it.

Commissioner Scales stated if it meets the requirements, he does not need to see the plat again.

Motion by Commissioner Weber to approve a preliminary plat for a 14-lot, five outlot single-family subdivision to be known as Inver Grove Trail subject to the 16 conditions listed in the report and an additional Condition 17 requiring a minimum lot width of 70-feet at the front setback.

Commissioner Simon asked if the 14-lot reference should be included in the motion since it would likely be less than 14-lots because of the 70-foot lot width minimum.

Chair Maggi asked Commissioner Weber if he would be comfortable amending his motion to strike the 14-lot reference.

Commissioner Weber agreed to amend his motion.

April 21, 2020

Page 8

Motion by Commissioner Weber, second by Commissioner Scales, to approve a preliminary plat for a single-family subdivision to be known as Inver Grove Trail, subject to the 16 conditions listed in the report and an additional Condition 17 requiring a minimum lot width of 70-feet at the front setback.

Motion carried (9/0).

Chair Maggi stated the remaining request was for a CUP for Lots 1,3, and 4; however, if a 70-foot lot width is required these lots may no longer exceed the impervious surface standard.

Commissioner Weber asked staff for clarification of what would happen if this request was tabled.

Mr. Hunting advised that if the request was tabled the applicant would have to come back as no action would have been taken.

Commissioner Scales questioned whether Commissioners should approve the request since it was unknown whether Lots 1, 3, and 4 would still exceed the impervious surface standards after widening the lots.

Commissioner Niemioja stated depending on how this plat gets redesigned these lots may not even exist.

Commissioner Weber asked if the applicant would still have to come back to the Planning Commission if they tabled it, but it was determined after being redesigned that a CUP was no longer needed.

Mr. Hunting responded that it would still have to come back for a motion.

Chair Maggi questioned whether approving the CUP, which is tied to the property, would allow the individual owner of that lot the ability to build additional items on the lot with the extra impervious surface.

Mr. Hunting responded that the Planning Commission's action tonight would not tie this to anyone being able to have more impervious surface, even if the lot eventually increased in size and the proposed coverage fell below the maximum. When this goes to City Council there would have to be clarification of which lots would still need a CUP.

Commissioner Simon questioned whether they should mention Lots 1, 3 and 4 since changing the plan could result in more impervious being added to another lot that they had not even considered.

Mr. Hunting stated in that case they would have to come back because that lot had not been addressed in the public hearing. The motion could state you are recommending approval of a CUP on the assumption of Lots 1, 3 and 4, with the understanding that they may go away.

April 21, 2020

Page 9

Commissioner Scales asked if they could deny the CUP request and let Council take action with the final plat at which time they will know exactly what lots they are.

Mr. Hunting replied in the affirmative, and added that if Commissioners go that route it would be best to explain the reason for denial as he is assuming Commissioners are not opposed to it, just prefer not to make a positive recommendation because the lots could change.

Chair Maggi stated from her perspective they do not really know what they would be approving so she would recommend denial due to the lack of accurate information.

Commissioner Niemioja agreed that the lack of definitive lot lines was a good basis for denial.

Motion by Commissioner Weber, second by Commissioner Niemioja, to deny the request for a conditional use permit for certain lots to exceed allowed impervious surface, for the property located at 9697 Inver Grove Trail, based on lack of definitive lot size and line configurations with the recommended lot width change.

Motion carried (9/0). This item goes to the City Council on May 11, 2020.

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

CASE NO: 19-53PUD

APPLICANT: Alliant Ventures

PROPERTY OWNER: Alliant Ventures

REQUEST: Rezoning, Preliminary Plat for 14 lot single family subdivision, Variances from lot size standards and setbacks, Conditional Use Permit for impervious surface

LOCATION: Cahill Avenue and Inver Grove Trail **HEARING DATE:** April 21, 2020

COMPREHENSIVE PLAN: LDR, Low Density Res. **ZONING:** E-1, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application to develop a 15 acre parcel into 14 single family lots. The plat consists of 14 single family lots, four outlots for storm ponding and one outlot for future development. The eastern half being developed at this time is approximately 4.5 acres. There are a number of constraints on the property that limit the development potential. There is a 200 foot wide NSP powerline easement that divides the property into generally east and west. There are two wetlands on site, a DNR wetland along the north and a smaller wetland in the middle of the southern portion of the site. The topography of the site is such that it is not practical to connect the west and east halves with a street. There is also a 60 foot wide private easement along the east boundary for the properties to the north. The developer proposes to develop the east half now and develop the west half at a later date.

EVALUATION OF THE REQUEST

The request consists of the following applications:

1. Rezoning the property from E-1, Estate Residential to R-1C, Single Family Residential
2. Preliminary Plat for a 14 lot five outlot single family subdivision
3. Variances from lot size standards and from building setbacks
4. Conditional Use Permit for certain lots to provide additional impervious surface

Surrounding Uses. The subject site is surrounded by the following land uses:

North – Single family residential; zoned E-1; guided Low Density Residential.
East - Single family residential; zoned E-1; guided Rural Density Residential.
West – Highway 52/55, Cahill Avenue, MnDOT.
South – Pine Bend Elementary School; zoned P; guided Public Institutional.

REZONING

The property is guided Low Density Residential and is in the MUSA boundary. The Comprehensive Plan anticipates lower density single family residential with municipal sewer and water. The proposed zoning request to R-1C would be consistent with the comp plan land use plan and the density of the project would also be consistent. A rezoning to R-1C would be consistent with the comprehensive plan.

PRELIMINARY PLAT

Lots and Blocks. The total site gross acreage is 15.09 acres. The proposed plat consists of 14 single family lots ranging in size from 8,589 square feet to 14,628 square feet. The average lot size is 11,525 square feet. Nine of the 14 lots are less than 12,000 square feet. Lot widths range from 60 feet to 85 feet wide taken at the front setback. The applicant is requesting variances from lot size and width which is discussed later in this report. There are five outlots proposed. Outlots A,B,C are for storm water purposes and would be dedicated to the city. Outlot D is over an existing private 60 foot wide driveway easement that serves the property to the north. Outlot E is for future development.

There is a very small remnant in the far southeast corner of the property that is on the opposite side of Inver Grove Trail. Since it is part of the same tax parcel it must be platted into an outlot since it is an unbuildable remnant.

The plat abuts two streets that require 40 foot half rights-of-way to be dedicated. The plat provides for the required 40 foot half right-of-way along Cahill Avenue, but not along Inver Grove Trail. The final plat must provide for a 40 foot half-right-of-way along Inver Grove Trail.

Setbacks. The applicant is requesting variance from setbacks to allow for more flexibility on house placement on the lots. A 25 foot front yard setback and 25 foot rear yard setback is being proposed. A variance from side yard setbacks is being requested to provide flexibility from the standard 10 foot house, five foot garage. Side yards would still maintain a 15 foot total separation. The variances are discussed later in the report.

Buildable Lot Area/Impervious surface. Each lot shows a 40' x 65' building pad (2,600 square feet) plus driveway. Building pads are typical size. The smaller lots provide an ample building area.

The applicant is requesting a conditional use permit to allow some of the lots to exceed the maximum impervious surface. The applicant is proposing five lots to exceed the maximum. I have

reviewed the calculations and only three lots would exceed the maximum. Lot 1 would be over by 26 square feet, Lot 3 by 27 square feet and Lot 4 by 200 square feet. The proposed storm water management plan is designed to accommodate the additional impervious surface. These overages are quite small and do not appear to pose any issues with storm water management or allowing too much development on three lots.

Access/Road System. The project is proposed with a public street cul-de-sac to access Cahill Avenue. The cul-de-sac is approximately 300 feet long which falls within the maximum 500 foot length. The road would be constructed within a 50 foot wide right-of-way. The location point provides adequate spacing from the intersection and meets all standards for width, grades and a flat landing area at the intersection. Access point location also recommended by Engineering as it coincides with existing utilities in Cahill that will serve the site

Park Dedication/Trails. Platting of the property requires park dedication through the subdivision ordinance. Park dedication requirements shall be subject to the review and recommendation of the Park and Recreation Commission.

The Comprehensive Plan Land Use Plan does not show any park land needs; therefore, it is anticipated park dedication will be a cash contribution based on the current park dedication cash contribution for each lot. The cash payment would be payable upon release of the final plat.

A trail connection along the east side of Cahill is planned for this segment from Concord Blvd to Inver Grove Trail. A trail exists on the west/south side of Cahill. The proposed plans show a trail from their street heading west approximately 350 feet. The trail must be constructed along the entire length of the property abutting Cahill and all the way to Inver Grove Trail.

Grading and Drainage and Utility Plans. Engineering has reviewed the plans and is also utilizing Barr Engineering to review the plans. Engineering has prepared a memo which covers detail comments on the plans. All of their comments must be incorporated into the final plan set when applicant submits final plat. Overall, engineering is comfortable with the storm design as proposed subject to their comments being addressed in the final plat set.

Landscaping. The Subdivision code requires street trees planted not less than 40 feet apart with minimum of one tree per lot. The proposed plan provides for 17 street trees. Based on lineal footage along the street, a total of 19 trees are required.

Tree Preservation. The applicant has submitted a tree plan which inventories all the significant trees on site. This site is not heavily wooded, but the majority of the significant trees lie in the areas that will be graded. Based on the tree inventory submitted, 30% or 488 caliper inches are allowed to be removed before reforestation is required. The applicant is proposing to remove 76% or 535 caliper inches. A reforestation/landscape plan has been submitted that provides for a total of 540 caliper inches which would satisfy the reforestation requirement but would leave the plan short the required 19 street trees. The plan will have to be modified to provide the additional plantings.

Wetlands. The submitted plans would impact both wetlands. There is approximately 2,021 square feet of the southern wetland to be filled shown on the Preliminary Wetland Fill plan. A wetland mitigation plan will have to be submitted per the Wetland Conservation Act and will have to be approved by the reviewing body and the city. This must be done before or concurrent with the final plat and plans.

The Preliminary Basin Mitigation Plan also shows some impacts to the DNR wetland below the ordinary high water mark. The DNR would have to approve any impacts to their wetland. DNR approval would be required before the city can approve and final plat or plans.

Site Contamination. The property has been occupied in some form or another since prior to 1890. Over the years, unpermitted dumping has occurred on the property and adjoining properties. Site observations from past environmental reviews has identified the presence of surficial dumping. The City encountered contaminated soils during the construction of Cahill Avenue in 2007. The applicant has hired an environmental consultant to prepare an environmental construction contingency plan (ECCP) which provides actions and protocols should contaminated soils be encountered on the site. A plan was prepared in January 2020 and submitted to the MPCA for their approval. To date, the plan has not yet been approved by the MPCA. This would be a condition of approval that no land disturbance can occur until the ECCP plan is approved by MPCA.

Streetlights. Streetlights would be required at the Cahill intersection and at the end of the cul-de-sac. The lighting is typically designed by the electric company and the cost of installation is the developers responsibility.

Development Contract. A development contract must be entered into between the applicant and the City to insure the construction of the necessary public streets, utilities, grading, landscaping, and ponding. The development contract shall be subject to the review and approval of the City Attorney and shall be approved by the City Council at time of final plat approval.

VARIANCE

As stated earlier, the applicant is requesting variances from lot size standards and setbacks. All of the lots are proposed around 60 feet wide at the front setback whereas 85 feet is required. Lot 14 is a corner lot and would require a 100 foot width. Lots 1,2,3,4,5,6,7,10 and 11 are all proposed less than the required 12,000 square foot minimum. All lots are proposed with a 25 foot front and rear yard setback whereas 30 feet is required. Side yard setback request is minimum 7.5 feet, providing at least a 15 foot separation which is what is required in the R-1C with standard 10 foot house and 5 foot garage setbacks.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria

which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The plan would be consistent with the comprehensive plan. The parcel is in the MUSA, served by municipal sewer and water. A density of approximately 2 units/acre is consistent with the LDR designation.

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

The parcel is encumbered with a number of constraints that limit the buildable area. These include a 200 foot powerline easement, contaminated soils, wetlands and private easement. The density of the developed portion of the land is within the allowed density of the LDR district and consistent with typical R-1C zoned developments.

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

As stated above, there are a number of unusual constraints that limit development potential that are unique.

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

Based on the proposed building pads, the character of the development would be consistent with a sewer development. This would be the first sewer development in this area since the MUSA was expanded a number of years ago. Building massing would be the same since there would still be 15 feet between homes.

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

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

CONDITIONAL USE PERMIT

Lots 1,3 and 4 would have building areas that would exceed the allowed impervious surface for a lot that size. The overage on Lots 1 and 3 are very small while Lot 4 is only 200 feet greater.

General CUP criteria

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

Impervious surface CUP criteria

The zoning ordinance sets a maximum impervious surface allowed on each lot in the city based on lot size categories. Impervious surface can be increased by up to 10% of the lot area with a conditional use permit provided the following criteria are met:

- a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
- b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) The design of the facility shall provide storage and treatment for the 100-year event volume as it relates to the additional impervious surface being considered with a conditional use application.
- e) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.
- g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

In this case, all of the requirements to treat the storm water is already proposed with the design of the storm water management system for the subdivision. No special facilities maintenance agreements or individual monitoring would be needed since the overall storm water management plan would be approved with the subdivision.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

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

- o Approval of the **Rezoning** from E-1, Estate Residential to R-1C, Single Family Residential.
- o Approval of the **Preliminary Plat** for a 14 lot, five outlot single family development subject to the following conditions:

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

Preliminary Plat	dated 3/30/20
Preliminary Site Plan	dated 3/30/20
Preliminary Grading Plan	dated 3/30/20
Preliminary Erosion Control Plan	dated 3/30/20
Preliminary Sanitary & Watermain	dated 3/30/20
Preliminary Storm Sewer	dated 3/30/20
Preliminary Street Profiles	dated 3/30/20
Preliminary Basin Mitigation	dated 3/30/20
Preliminary Wetland Fill	dated 3/30/20
Preliminary 3:1 Slopes	dated 3/30/20
Preliminary Landscape Plan	dated 3/30/20
Preliminary Tree Preservation Plan	dated 3/30/20

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

2. The small remnant in the far southeast corner of the property that is on the opposite side of Inver Grove Trail is part of the same tax parcel and must be platted into an outlot since it is an unbuildable remnant.
3. The plat shall be modified to include a 40 foot wide half right-of-way dedication for Inver Grove Trail.
4. Park dedication shall be a cash contribution per 14 lots at the current rate to be paid at time of plat release.
5. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.

7. The trail must be constructed along the entire length of the property abutting Cahill and all the way to Inver Grove Trail.
 8. The proposed landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation.
 9. A development contract shall be approved by the City Council with the approval of the final plat.
 10. The Final plat and development contract shall be filed with Dakota County prior to any building permits being issued for the site.
 11. A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
 12. A wetland mitigation plan for the southern wetland shall be submitted per the Wetland Conservation Act and must be approved by the reviewing body and the city. An approved plan must be submitted with the final plat and plans.
 13. The DNR shall approve any impacts to their wetland. DNR approval shall be required before the city can approve the final plat or plans.
 14. The submitted Environmental Construction Contingency Plan (ECCP) addressing any environmental contamination on the site must be approved by the MPCA and approval and plans shall be incorporated in the final plat and plans.
 16. Streetlights shall be required to be installed by the developer anticipated to be at the Cahill Avenue intersection and the cul-de-sac. The location and number of streetlights to be determined by the local electric company. A street light agreement shall be entered into between the City and developer.
- o Approval of the **Variiances** from lot size standards and setbacks.

Practical Difficulty: The number of unique constraints on the property that make development consistent with the comprehensive plan. These constraints include; topography, 200 foot wide powerline easement, contaminated soils, 60 foot wide private easement, wetlands with regional basin high water marks.
 - o Approval of the **Conditional Use Permit** to exceed lot impervious surface standards for Lots 1, 3 and 4 subject to engineering approval of the final grading and storm water management plans.

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

RECOMMENDATION

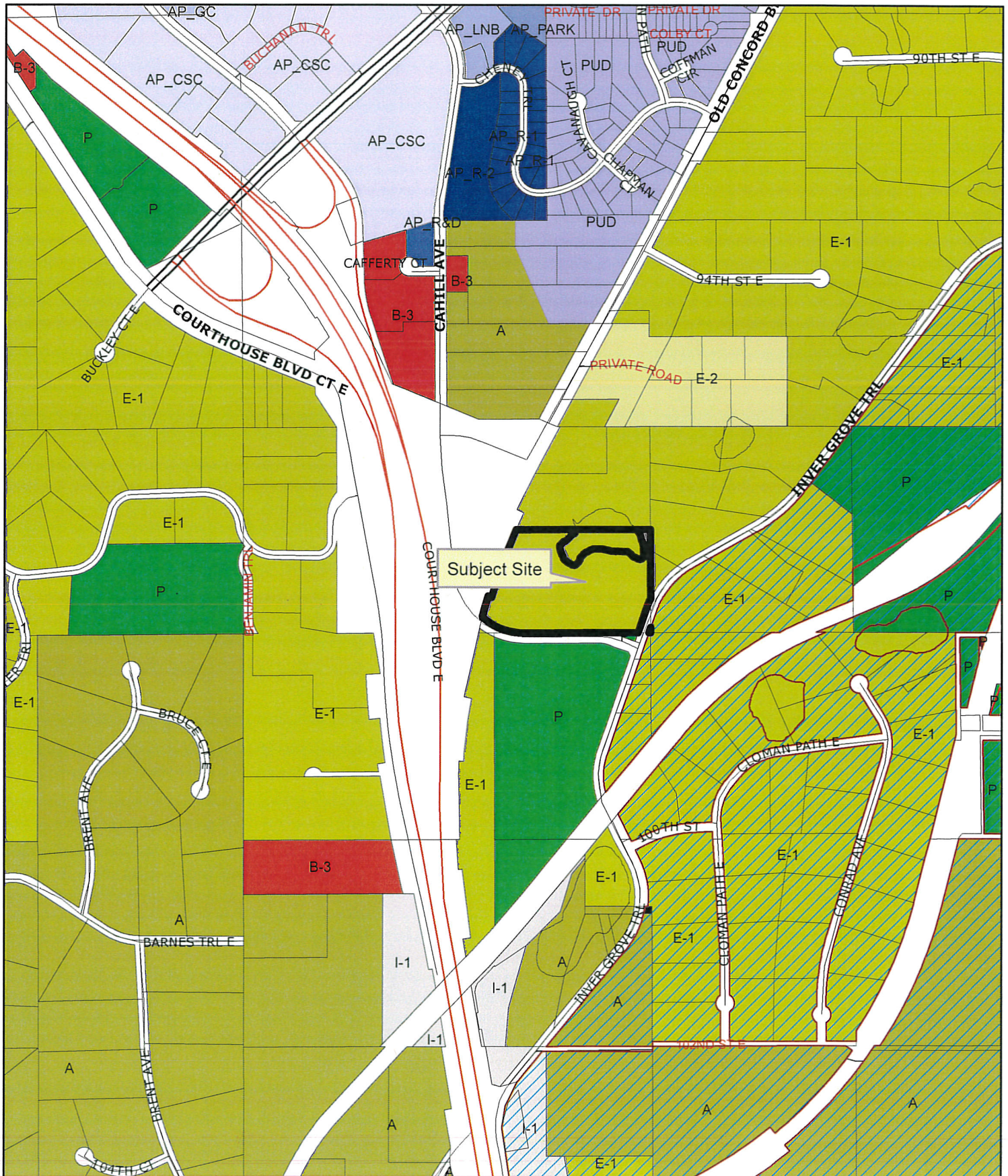
Planning and Engineering recommend approval of the four applications subject to the conditions listed in the report.

Attachments: Location Map
Applicant Narrative
Memo from Engineering
Preliminary Plat
Preliminary Site Plan
Preliminary Grading Plan
Preliminary Erosion Control Plan
Preliminary Sanitary & Watermain
Preliminary Storm Sewer
Preliminary Street Profiles
Preliminary Basin Mitigation
Preliminary Wetland Fill
Preliminary 3:1 Slopes
Preliminary Landscape Plan
Preliminary Tree Preservation Plan



Location Map

Case No. 19-53PUD





*Copy

To: City of Inver Grove Heights
From: Alliant Ventures III, LLC
Robert J. Machacek, Chief Operating Officer

Re: Cahill Property preliminary plat
Date: March 30, 2020

Thank you for taking the time to review the re-zoning and preliminary plat application for the Cahill Avenue project.

The Property

The property consists of about 15 acres located in the northwest corner of Cahill Avenue and Inver Grove Trail on the east side of town. Pine Bend Elementary is located to the south. Large lot single family is located to the east and north. Highway 52 (Courthouse Boulevard) is west of the site. The property is rolling and partially wooded with two wetlands and a 200' powerline easement on the west side of the property. There is existing debris buried that will require cleanup. At this point, only the east side of the site will be developed.

Comprehensive Plan

The Property is currently guided for low density residential allowing 1-4 units/acre.

Zoning

The existing zoning is E-1 Estate. We are requesting a re-zoning to R-1C with variances.

Variances

We are requesting a number of variances for each lot. Typically, requests for flexibility in bulk standards would be done through the use of a PUD but only half of the property is being developed at this point. The west side will become an outlot at this time precluding us from being able to plan that area as part of the PUD. The portion we are developing on the east is too small to meet the minimum area to do a PUD. There is existing debris buried on site that will need to be cleaned up as well as a 200' wide powerline easement and an existing access easement on the eastern boundary. This leaves a much-reduced net area of property to be developed with a large expense of debris cleanup. The current market in this area on a property with these constraints is not conducive to larger lot single family. The market trend for the last several years is for lots under 70' in width. In order to create a feasible project that will be marketable, we are asking for a reduction in bulk standards on each lot. We are requesting lot width be reduced from 85' minimum to 70' minimum. Because the lot widths are reduced, it would follow that the minimum lot areas will also be reduced. There will be some lots that will still meet the R-1C minimum lot area of 12,000 sf but some will not. Requesting a 25' front yard setback has become nearly standard across the region. This will pull homes in closer to streets and infrastructure and pull them further from the existing wetland. We will be in keeping with the 15' building separation as per ordinance but would like that to be split up as 7.5' side yard setbacks on each lot. At this point we

believe we can meet ordinance requirements for lot coverage understanding that we would need a CUP if we want an increase in this coverage percentage.

As per state and local statutes, variances may be permitted if they meet the three-part practical difficulties test:

1. Reasonableness. The property owner proposes to use the property in a reasonable manner. We are proposing a small development of 70' lots on a property that is constrained by a buried debris field, wetlands, an existing access easement, and a 200' wide powerline easement. A 70' lot development still fits within the comprehensive plan requirement for density while being suitable for today's housing market demands. This variance request reduces bulk standards to at least 70% of the R-1C requirement which will put it in line with previous City of Inver Grove Heights zoning standards.
2. Uniqueness. The landowner's problem is due to circumstances unique to the property not caused by the landowner. The property has a portion of it encumbered by generations old buried debris. This debris will have to be removed and the area will have to be engineered for home construction. This is an expensive task without which there would likely be no development. In order to offset the cost of this cleanup, we are requesting the ability to increase our density by reducing bulk standards.
3. Essential character. The variance will not alter the essential character of the locality. These 70' wide lots will provide for an attractive housing product that will only enhance the character of the locality. There is a school to the south and existing residential to the north. The residential to the north are estate size lots but are also well and septic. This property has utilities available so it is better suited for higher density. The new neighborhood will have a buffer of landscaping around the perimeter.

The table below shows the minimum bulk standard requests requiring variances.

	R-1C	Variances	Lots
Lot Width	85'	70'	all
Lot Area	12,000 sf	8,400 sf	1-7, 10, 11
Front Setback	30'	25'	all
Rear Setback	30'	30'	no variance
Side Setback	10', 5'	7.5'	all

Conditional Use Permit

In addition to variances, we will be requesting a conditional use permit (CUP) on 6 lots to increase the impervious surface coverage as allowed by ordinance. Because of the reduced size of the lots, the impervious surface may be higher on some lots. Yellow indicates lots that fall within the allowable percentage without the need for a CUP.

Lot #	Lot Area	Impervious	Additional	Total	Percent	allowed percentage	Need CUP
1	8589	3161	301	3462	40.3%	40.00%	Yes
2	9312	3210	301	3511	37.7%	35.00%	Yes
3	10361	3352	301	3653	35.3%	35.00%	Yes
4	10084	3499	301	3800	37.7%	35.00%	Yes
5	9743	3239	301	3540	36.3%	35.00%	Yes
6	11489	3240	301	3541	30.8%	35.00%	
7	11927	3244	301	3545	29.7%	35.00%	
8	12466	3240	301	3541	28.4%	35.00%	
9	13740	3238	301	3539	25.8%	30.00%	
10	11204	3370	301	3671	32.8%	35.00%	
11	11314	3607	301	3908	34.5%	35.00%	
12	12550	3532	301	3833	30.5%	30.00%	Yes
13	13943	3629	301	3930	28.2%	30.00%	
14	14268	3714	301	4015	28.1%	30.00%	

Please see the enclosed Preliminary Site Plan page for a diagram of the proposed project with the lot layout.

Phasing

We would like to have entitlements in place as soon as possible and construction would begin immediately with the hopes we could have finished, developed lots ready for building by this Fall.

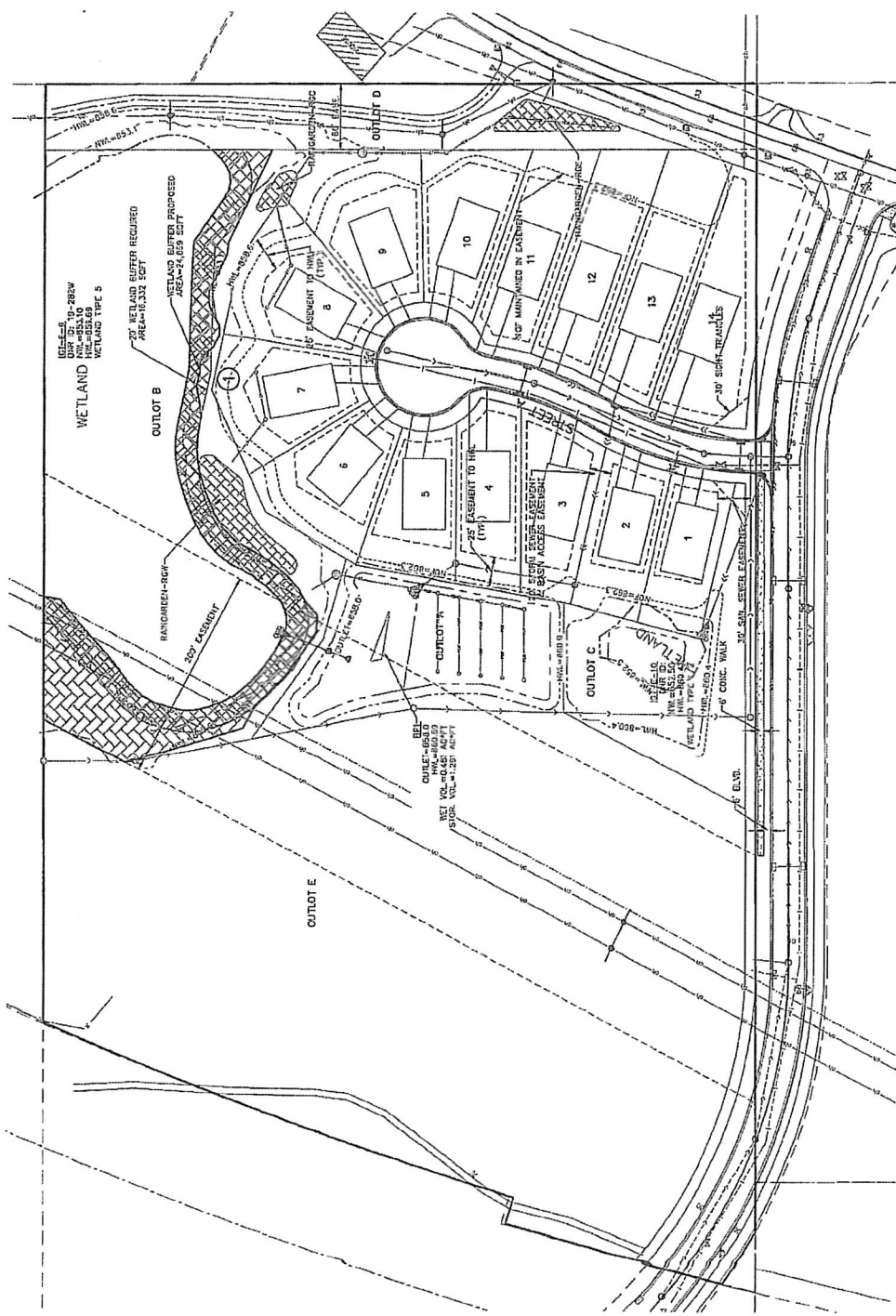
We are excited to bring this new neighborhood to Inver Grove Heights and we look forward to working with the City as we move forward in the entitlement process.

Sincerely,

Alliant Ventures III, LLC



Robert J. Machacek
Chief Operating Officer



BENCHMARK
THIS 45' WEST GABLE
MARKER IS THE
ELEVATION
ELEV=270.62

PRELIMINARY LOT INCENTIVE ALLOWANCES

LOT BLOCK	ALLOWABLE IMPROVEMENTS
1 1	3,462
2 1	3,511
3 1	3,563
4 1	3,550
5 1	3,540
6 1	3,540
7 1	3,545
8 1	3,541
9 1	3,539
10 1	3,571
11 1	3,593
12 1	3,593
13 1	3,593
14 1	4,015

PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES

MINIMUM LOT WIDTH	60 FEET
MINIMUM LOT DEPTH	25 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM SIDE SETBACK	25 FEET
MINIMUM REAR SETBACK	25 FEET

0 30 60 90 Know what's below.
Call before you dig.

GRAPHIC SCALE IN FEET

811

INVER GROVE TRAIL
INVER GROVE, ILLINOIS 60139

PRELIMINARY SITE PLAN

ALLIANT VENTURES III, LLC
455 NICHOLS ROAD, STE. 100
CHICAGO, ILL. 60611

DATE: 11/12/18
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PIONEER engineering
2421 Durfee Drive
Chicago, IL 60647
www.pioneereng.com

DATE: 11/12/18
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Steve Dodge, Assistant City Engineer
Mike Wright, Engineering Technician

DATE: April 16, 2020

SUBJECT: Engineering Division Review Comments
Alliant Ventures III, LLC-Case No. 19-53PUD
Inver Grove Trail Preliminary Plans

The following are the Engineering Division's comments for Inver Grove Trail preliminary construction plans dated March 30, 2020. The applicant is requesting the following for the property located at 9697 Inver Grove Trail (aka former Jean Ades site):

- Rezoning from E-1, Estate Residential to R-1C, Single-family residential
- Preliminary Plat for a 14-lot subdivision to be known as Inver Grove Trail
- Variances from the minimum lot width and size requirements
- Conditional Use Permits to exceed the maximum allowed impervious surface on a number of lots

EASEMENTS

1. Developer provide permission to grade and place improvements in NSP/Xcel Tower easement.
2. Provide 15-foot Access Easement between Lots 2-3, Block 1 for maintenance purposes.
3. Provide 15-foot Access Easement to maintain Outlot A at the back of Lots 3-6, Block 1 for maintenance purposes.
4. Temporary Construction Easement over Triangular Property (Ades) at intersection of Cahill and Inver Grove Trail for construction of sidewalk over existing ROW.
5. Right-of-way shall be 40-feet from centerline at Inver Grove Trail.
6. Developer may need to participate in the Ades triangular costs by agreement or assessment.
7. Developer is responsible for paying all City assessments pertaining to the Ades Property.

GRADING & EROSION CONTROL

8. Soil borings are incomplete. Provide soil borings where raingardens, infiltration basins, and utilities are located.
9. Redundant erosion control is required around raingardens, infiltration basins, and wetlands.
10. All 15-foot Access Easements should be constructed with 5:1 maximum cross slopes.
11. Triangular Property (Ades) should be obtained to be properly graded between Development, Cahill and Inver Grove Trail.

STREETS

12. A 6-foot wide sidewalk with 6-foot boulevard should be installed and shown on the north side of Cahill Ave which connects to Inver Grove Trail. **PLATE NO. STR-19**
13. Draintile should be shown in Street A plan view. Street A detail on plan sheet 5.1 shows Draintile on one side of road only. **PLATE NO. STM-09**
14. Radius of cul-de-sac should be labeled along with 30-foot radius. **PLATE NO. STR-04**
15. Since the cross-slope grade for the entrance of Street A from Cahill is greater than 1.5% a valley gutter is not required.
16. Triangular Property (Ades) shall be reviewed by the City at the intersection of Cahill and Inver Grove Trail. Developer shall proceed to show improvement in the existing ROW without impacting the Triangular Ades property until receiving further guidance from City on status of negotiations.
17. Maintain clear zone and recovery slopes along Cahill sidewalk.
18. No planting in easements and 15-feet away from access easements.

19. The Engineering Division would ask that the foot path on the west side of development be removed from plan set.
20. Fire Marshal Jeff Schadegg, 651-450-2547, commented that Developer needs to post one side of Street A and entire cul-de-sac "No Parking" in order to provide adequate fire apparatus access.

SANITARY SEWER

21. The following types of pipe shall be utilized for the sanitary sewer:
 - $0 < X < 14$ feet – SDR 35 PVC
 - $14 < X < 24$ feet – SDR 26
 - $X > 24$ feet – CLASS 52 DIP with 401 Coating
22. The depth for 8" pipe running from MH 1 to MH 2 to MH 3 requires CLASS 52 DIP with 401 Coating. These sanitary sewer pipe runs are below 24-feet.
23. MH 1 should be constructed with an outside considering the "Invert IN" from the run of pipe from MH 10. **PLATE NO. SAN-02**
24. Construction entrance text on sheet 2.1 is not legible, please clean this up.
25. CBMH 105 and MH 1 information on plan sheet 3.2 is not legible, please clean this up.
26. Labeling issues, please provide all inverts for structures with directions.
27. Stationing should be shown at bottom of all profile grids.

WATER MAIN

28. Show hydrant gate valves on plans.
29. Can Lot 13, Block 1 water service get to the house safely?

STORM SEWER

30. CBMH 301 and CBMH 302 are shown in middle of radius.
31. Provide detail of CBMH 104 with SAFL Baffle installed. Ensure manhole is sized appropriately with incoming storm water so SAFL Baffle system treats all incoming water. Also, floatables should be captured for maintenance purposes.
32. B618 curb should be installed behind 2x3 catch basins on Street A. **PLATE NO. STR-06 AND STR-07**
33. Provide a cross section between Lots 2 & 3, Block 1 showing house foundation in relation to storm pipe. Foundations should be at or below storm pipe elevation.
34. Labeling issues, please provide all inverts for structures with directions.
35. Stationing should be shown at bottom of all profile grids

STORMWATER MANAGEMENT

36. Barr Engineering will be providing a storm water management memo for review.
37. Infiltration basin should have 80% coarse-washed sand (MnDOT 3126) and 20% organic matter-MnDOT Grade 2 compost.
38. Storm sewer last pipe and FES entering pond should be 0.5' below NWL and sloped to not exceed 4 FPS velocity or less. The last three joints shall be tied. Rip rap should be run to the bottom. **PLATE NO. STM-10 AND STM-11**
39. BP-1 should have NWL information labeled.
40. Drintile from Outlot A should outlet at a headwall or into OCS 151.
41. All raingarden drintile needs to be ended with headwall at top of engineered soil elevation.
42. Redundant erosion control should be installed to protect infiltration basin and rain gardens.
43. Plan sheet 4.1 Raingarden RGE is not identified correctly.
44. Need verification of storm water credits applied to future west half of development.
45. Wetland mitigation for IGT-E-10 will be necessary. Provide wetland mitigation/credit purchase approval.
46. Storm Water Facility Responsibility Map - we would ask the developer to share a map showing storm water facility responsibility.
47. Vegetative planting plan should be shared.

GENERAL

48. Bid specifications should be reviewed by Engineering Division.

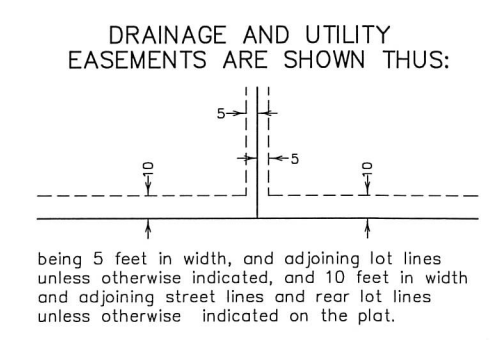
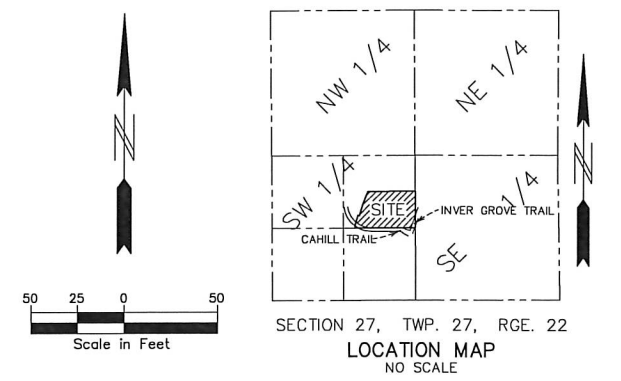
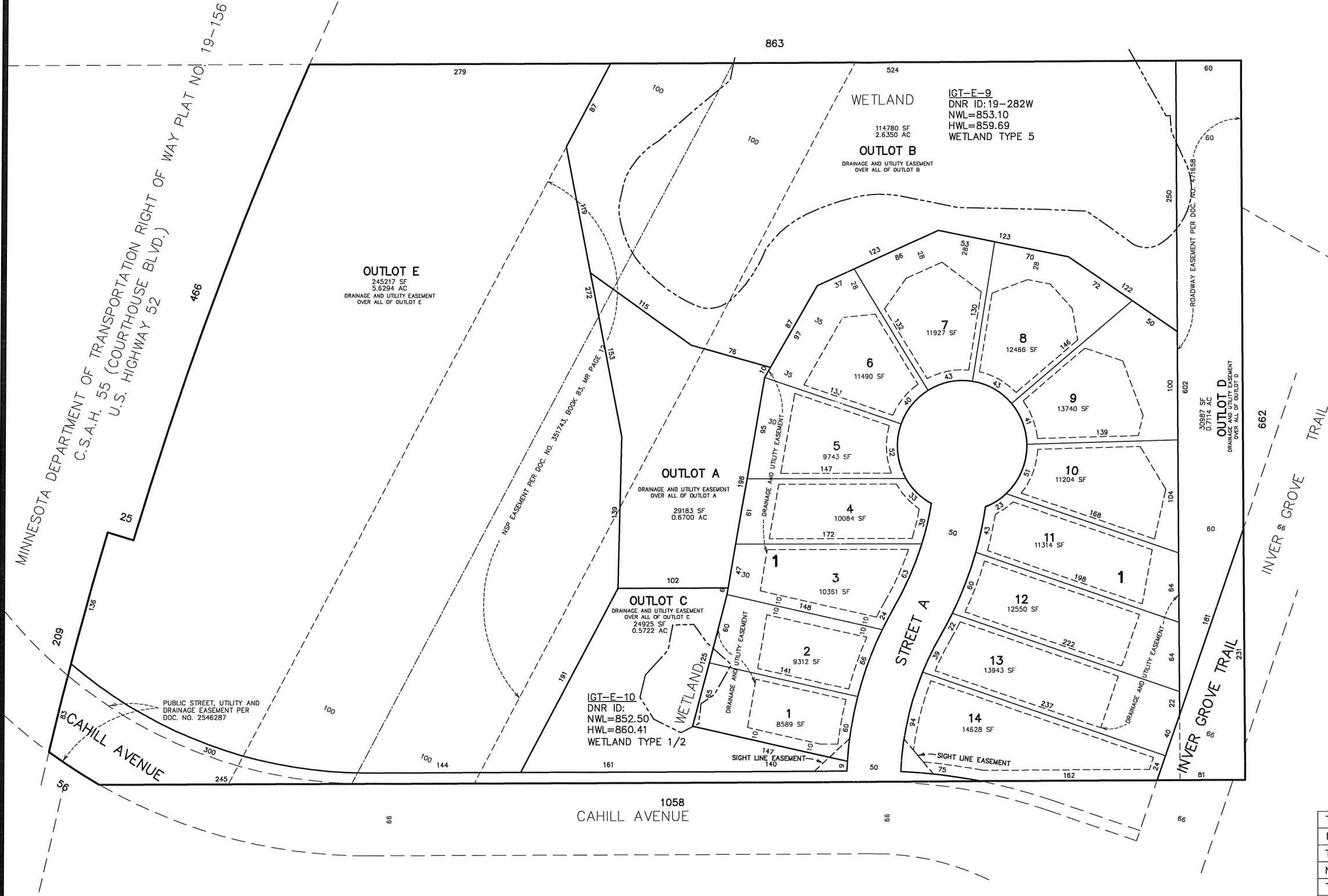
49. This site was a dump site which needs a MPCA RAP and environmental review. A Phase 1 environmental study must be provided to City. Provide Phase 2 study with RAP with state approvals.
50. MnDOT development review may be necessary.
51. The following agreements are required:
 1. Development Contract
 - a. LOC with Engineer Estimate
 - b. Consultant Escrow
 - c. \$2,100 per lot Engineering Construction Escrow
 - d. Vegetative Escrow for bioretention basins/ponds/wetlands
 2. D&U Easement Agreement for Sanitary Sewer
 3. Outlots A, B, C, D, and E need D&U Easement over entirety.
 4. Storm Water Facilities Maintenance Agreement
 - a. Outlot A
 - b. Outlot B
 - c. Outlot C
 - d. Raingarden RGW
 - e. Raingarden RGC
 - f. Raingarden RGE
 5. Hydrant License Maintenance Agreement
 6. Retaining Wall Maintenance Agreement
 7. Street Light Agreement
52. Permits to be obtained:
 1. NPDES Construction Storm Water Permit
 2. Public Watermain Extension Permit (provide permit to City for signature)
 3. Public Sanitary Sewer Main Extension Permit (provide permit to City for signature)
 4. DCSWCD and State Agency Wetland Determination as applicable per Wetland Conservation Act (WCA)
 5. MnDOT Drainage Permit
53. Haul routes shall be approved by the City Engineer. City has Cahill Avenue Mill and Overlay project in 2020. Development construction traffic may need to be limited on Cahill Avenue to Concord Boulevard.
54. A preconstruction conference shall occur prior to site disturbance.
55. Working hours for construction are Monday through Saturday 7:00 am to 7:00 pm. No working on holidays.
56. The City Engineer reserves the right to make additional comments.

Attachments: Barr Engineering Review Memo
PLATE NO. STR-04, 06, 07, 19
PLATE NO. STM-09, 10, 11
PLATE NO. SAN-02
Redline Plan Sheets 2.5 & 3.2
Flexamat-OUTLET DETAILS
Flexamat Data Sheet
Flexamat Standard Specifications 6.19
Bioretention Basin 2017-09E

SWD/mw

cc: Tom Kaldunski, City Engineer
Heather Botten, Associate Planner
Tim Kuntz, City Attorney
Dan Helling, Utility Superintendent
Barry Underdahl, Street Superintendent
Jeff Schadegg, Fire Marshal
Robert Machacek, Alliant Ventures III, LLC
John Molinaro, Pioneer Engineering

Greg Fransen, Barr Engineering



Legal Description Per Title Commitment

The North 1/4 of the Southwest 1/4 of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet.

Except: All that part of the North 1/4 of the Southwest 1/4 of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination.

Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 feet and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46 feet, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point E; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE 1/4 of the SW 1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

TOTAL GROSS AREA	15.09	ACRES
NUMBER OF LOTS	14	
TOTAL LOT AREA	3.70	ACRES
NUMBER OF OUTLOTS	5	
TOTAL OUTLOT AREA	10.22	ACRES
TOTAL RIGHT OF WAY AREA	1.17	ACRES
GROSS DENSITY	.93	LOTS/ACRE
NET DENSITY (EXCLUDES WETLANDS)	1.05	LOTS/ACRE
EXISTING ZONING	E-1 ESTATE	

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
Name: Peter J. Hawkinson
Reg. No.: 42299
Date: 11-1-2019

Revisions:
1. 1-28-20 Client/City Comments
2. 3-30-20 Client/City Comments

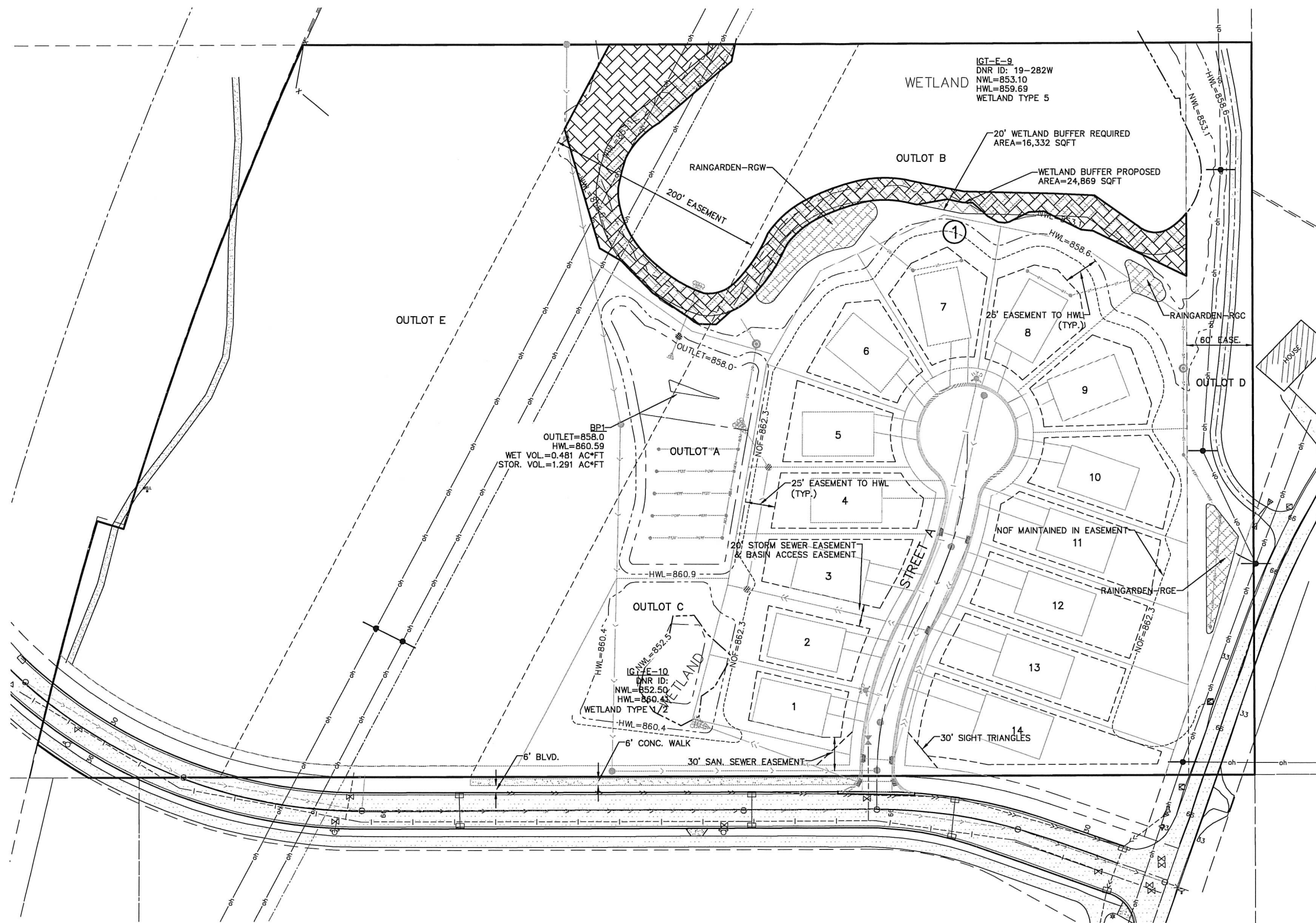
Date: 11-1-19
Designed: JMM
Drawn: MSN

PRELIMINARY PLAT

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA

1.2 OF 19



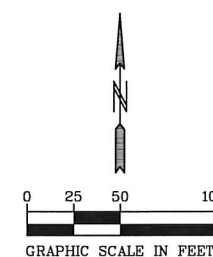
BENCH MARK
 TNH 400' WEST CAHILL
 AVE. & INVER GROVE
 TRAIL INT.
 ELEV=870.62

PRELIMINARY LOT IMPERVIOUS ALLOWANCE:

LOT	BLOCK	ALLOWABLE IMPERVIOUS SQFT
1	1	3462
2	1	3511
3	1	3653
4	1	3800
5	1	3540
6	1	3541
7	1	3545
8	1	3541
9	1	3539
10	1	3671
11	1	3908
12	1	3833
13	1	3930
14	1	4015

PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES:

MINIMUM LOT WIDTH	60 FEET
MINIMUM CORNER LOT WIDTH	80 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	25 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET



PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
 Mendota Heights, MN 55120

(651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

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

Name John M. Molinaro
 Reg. No. 45831 Date 11-1-2019

Revisions:
 1. 1-28-20 Client/City Comments
 2. 3-30-20 Client/City Comments

Date 11-1-19
 Designed JMM
 Drawn MSN

PRELIMINARY SITE PLAN

ALLIANT VENTURES III, LLC
 4655 NICHOLS ROAD, STE. 106
 EAGAN, MN 55122

INVER GROVE TRAIL
 INVER GROVE HEIGHTS, MINNESOTA

1.3 OF 19



- TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876, CONSISTING OF:
- MAY 1 - AUGUST 1: MINNESOTA STATE SEED MIXTURE 22-111 (OATS COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - AUGUST 1 - OCTOBER 1: MINNESOTA STATE SEED MIXTURE 22-111 (WINTER WHEAT COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 1 COMMERCIAL FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
- PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 25-141 (MESIC GENERAL ROADSIDE) AT 59 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 3 SLOW-RELEASE FERTILIZER, 22-5-10, MINIMUM 70% WATER-INSOLUBLE NITROGEN @ 350 LBS PER ACRE.
- PERMANENT BASIN SEEDING SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- WET BASIN BENCH/(IN)FILTRATION BASIN: MINNESOTA STATE SEED MIXTURE 33-261 (STORMWATER SOUTH AND WEST) AT 35 POUNDS PER ACRE.
 - ABOVE BASIN BENCH TO HIGH WATER LEVEL: MINNESOTA STATE SEED MIXTURE 35-241 (MESIC PRAIRIE GENERAL) AT 36.5 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE
- UPLAND/NATURAL AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876, CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 35-621 (DRY PRAIRIE SOUTHEAST) AT 11.0 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE

BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62

LEGEND

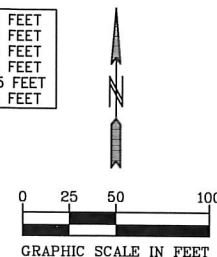
- PERIMETER EROSION CONTROL FENCE.
INSTALL BEFORE START OF GRADING
- [Symbol] CATCH BASIN INLET PROTECTION
TO BE INSTALLED PRIOR TO
START OF GRADING
- [Symbol] CATCH BASIN INLET PROTECTION
TO BE INSTALLED PRIOR TO
START OF GRADING
- [Symbol] ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING
- [Symbol] INFILTRATION AREA (SEE DETAIL)
- [Symbol] BASIN ACCESS 8% SLOPE MAX.

EARTHWORK QUANTITIES
CUT: 43,952 YD3
FILL: 34,219 YD3
CLEANUP/REMOVAL: ?? YD3

PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES:

MINIMUM LOT WIDTH	60 FEET
MINIMUM CORNER LOT WIDTH	80 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	25 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'
LOW FLOOR = NOF+1'



NOTE:
- UPON COMPLETION OF SITE GRADING, A CERTIFICATION LETTER AND AS-BUILT SURVEY, FROM A REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE AS SHOWN.

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name
John M. Molinaro
Reg. No. 45831
Date 11-1-2019

Revisions
1. 1-26-20 Client/City Comments
2. 3-30-20 Client/City Comments

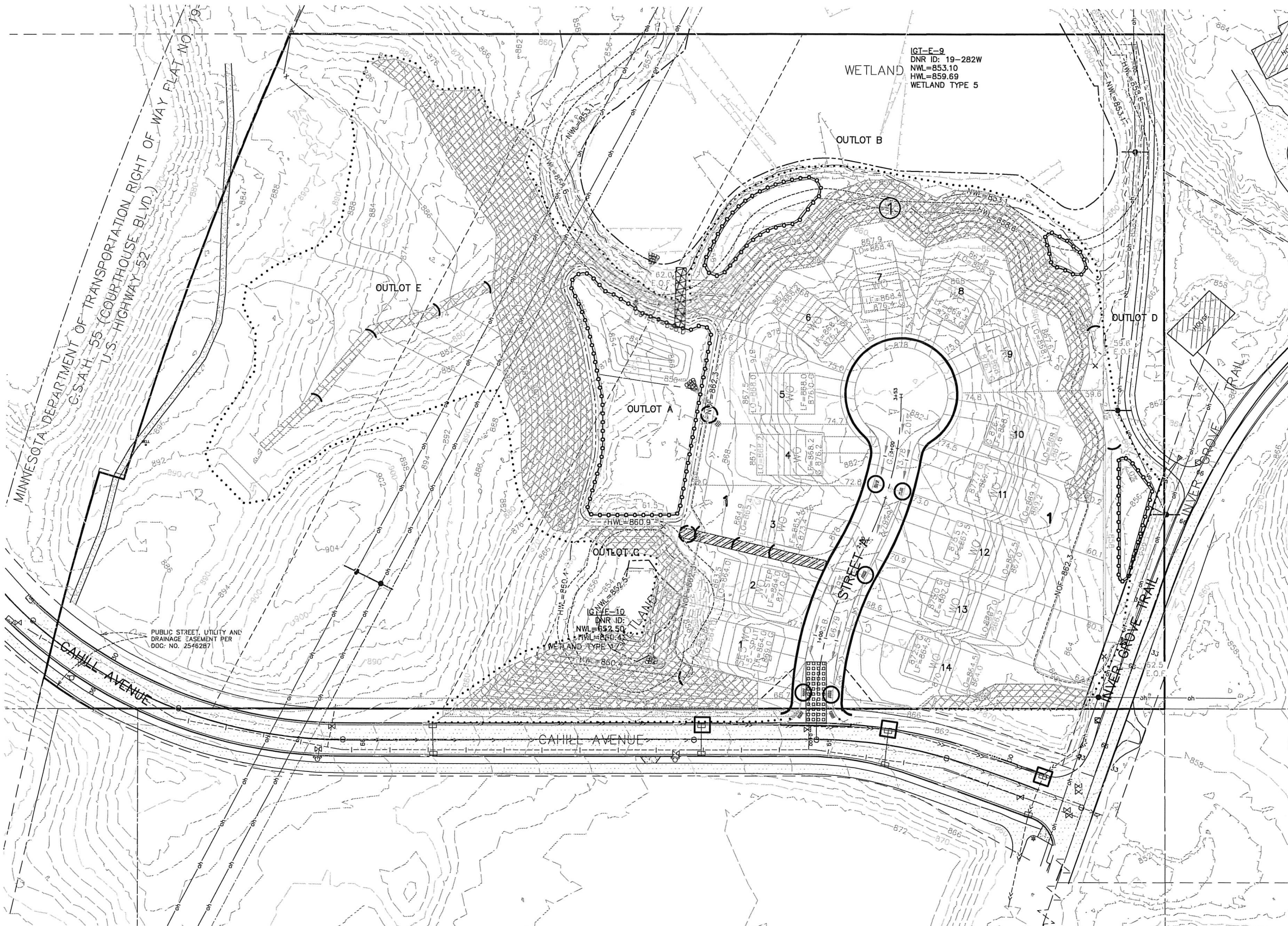
Date 11-1-19
Designed JMM
Drawn MSN

PRELIMINARY GRADING PLAN

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA

2.1 OF 19



LEGEND

- CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
- CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
- SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- STRAW BIO ROLLS, INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
- ROCK CONSTRUCTION ENTRANCE, INSTALL BEFORE START OF GRADING
- PERIMETER EROSION CONTROL FENCE, INSTALL BEFORE START OF GRADING
- SECONDARY EROSION CONTROL FENCE, TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
- 2' SOD OR EROSION CONTROL FENCE AT BACK OF CURB, TO BE INSTALLED AFTER COMPLETION OF SIDEWALK CONSTRUCTION.
- MNDOT CAT 3 EROSION CONTROL BLANKET, INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
- STABILIZED EMERGENCY OVERFLOW

- EROSION CONTROL NOTES
- ENERGY DISSIPATION AT PIPE OUTLETS INSTALLED WITHIN 24 HOURS OF BEING PUT ONLINE.
 - OFFSITE INLET PROTECTION TO BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION.
 - ONSITE STORM DRAIN INLET PROTECTION MUST BE INSTALLED WHEN BROUGHT ONLINE.
 - TEMPORARY STOCKPILES MUST HAVE SEDIMENT CONTROL.
 - ROCK CONSTRUCTION ENTRANCE MUST BE INSTALLED AS A TRACKING BMP.
 - SILT FENCE INSTALLED CROSSING CONTOURS MUST HAVE "J" HOOKS ADDED.
 - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MEETING REQUIREMENTS OF THE MPCA'S NPDES GENERAL PERMIT IS REQUIRED IN THE PLAN OR AS A SEPARATE DOCUMENT.
 - TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED FOR AREAS THAT RECEIVE 10 ACRES OF DRAINAGE. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED IN THE LOCATION OF PERMANENT BASINS. INFILTRATION/FILTRATION BASIN AREAS MAY NOT FUNCTION AS TEMPORARY BASINS. "CONSTRUCT TEMPORARY SEDIMENTATION PONDS AND NECESSARY GRADING TO DIRECT SITE RUNOFF TO THE TEMPORARY PONDING AREA." SITE INSPECTIONS BE A QUALIFIED INSPECTOR ARE REQUIRED WEEKLY OR FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER.

- STEEP SLOPES NOTE
- 3:1 SLOPES-PROVIDE MNDOT RAPID STABILIZATION (2575-3) METHOD 3 OR 4.
-HYDRAULIC MULCH, SEED & FERTILIZE
-CAT.3 BLANKET, SEED & FERTILIZE

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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.
Name: John M. Molinaro
Reg. No.: 45831
Date: 11-1-2019

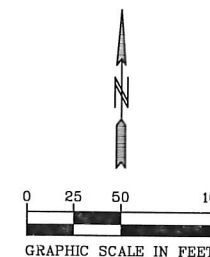
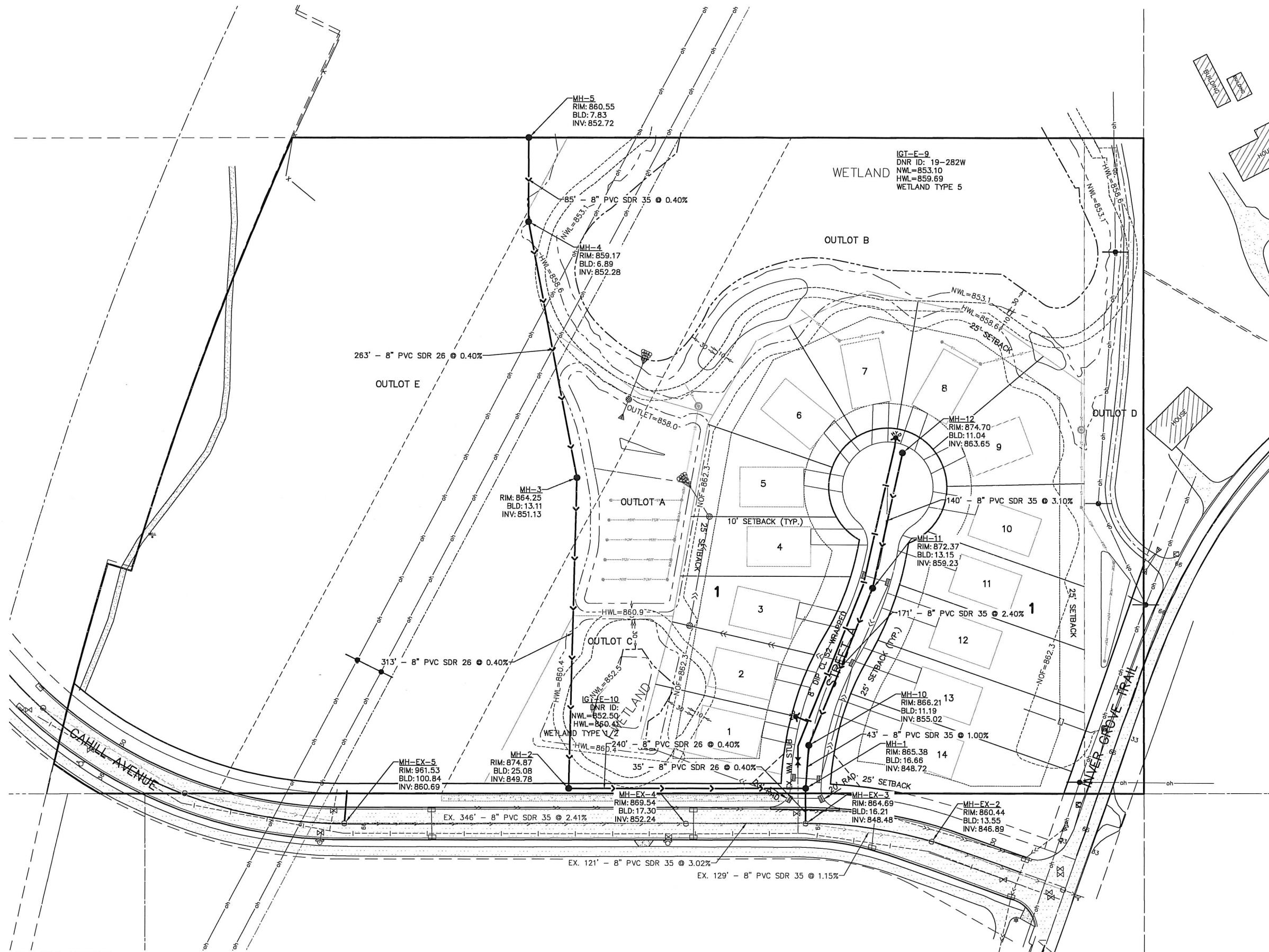
Revisions
1. 1-28-20 Client/City Comments
2. 3-30-20 Client/City Comments

Date: 11-1-19
Designed: JMM
Drawn: MSN

PRELIMINARY EROSION CONTROL PLAN

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62

UTILITY CONSTRUCTION NOTE
1. STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE
FIBERGLASS FLEX STAKE MARKERS, CITY PLATE (MISC-01)

PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES:

MINIMUM LOT WIDTH	60 FEET
MINIMUM CORNER LOT WIDTH	80 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	25 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'
LOW FLOOR = NOF+1'

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name
John M. Molinaro
Reg. No. 45831 Date 11-1-2019

Revisions
1. 1-28-20 Client/City Comments
2. 3-30-20 Client/City Comments

Date 11-1-19
Designed JMM
Drawn MSN

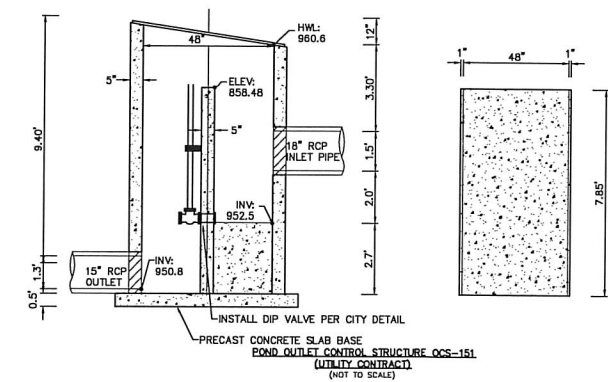
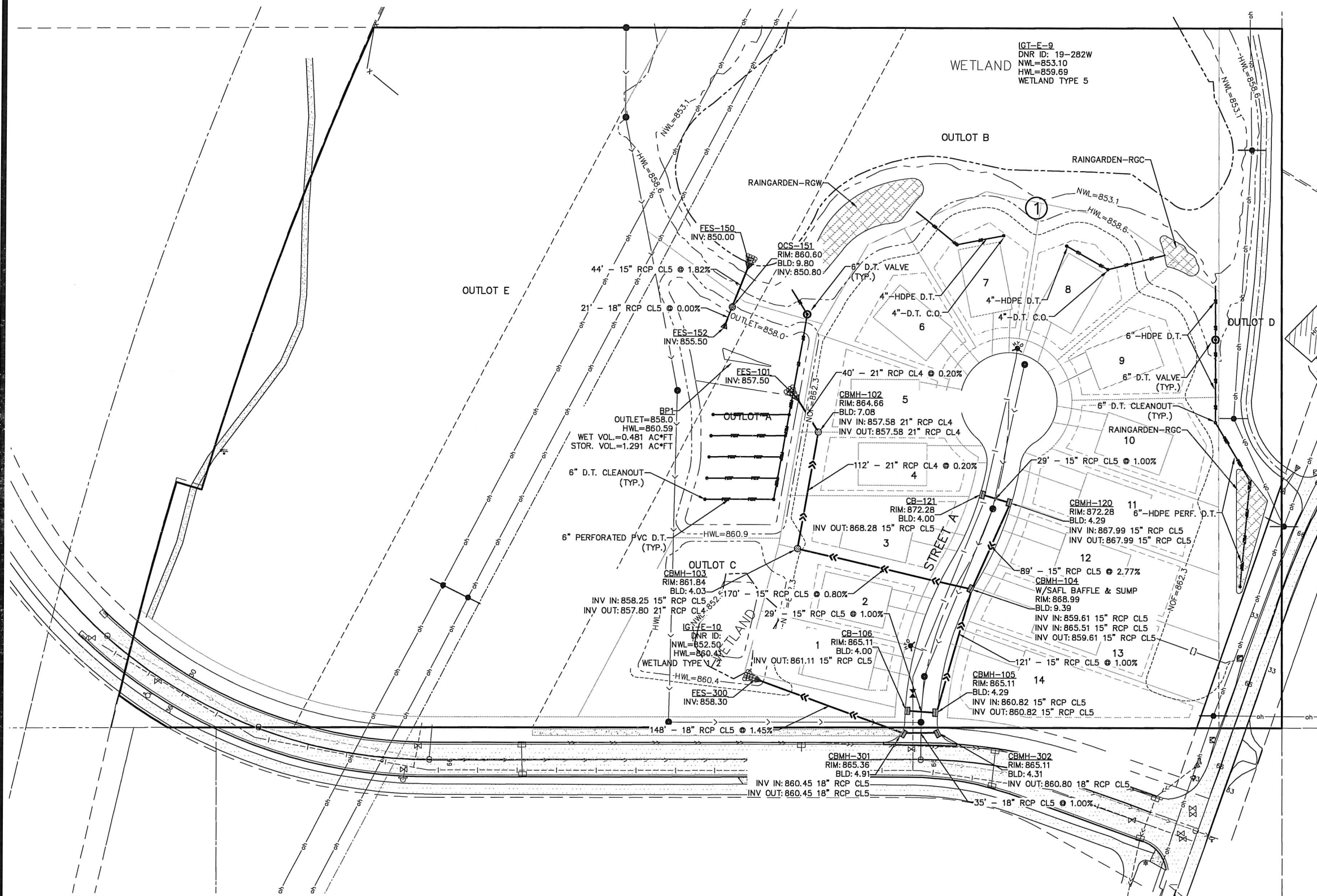
PRELIMINARY SANITARY &
WATERMAIN/ SITE PLAN

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

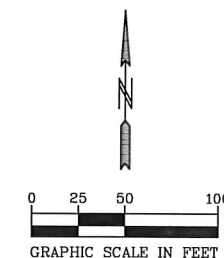
INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA

00-ENG-119050-SHEET-SSWR

3.1 OF 19



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62

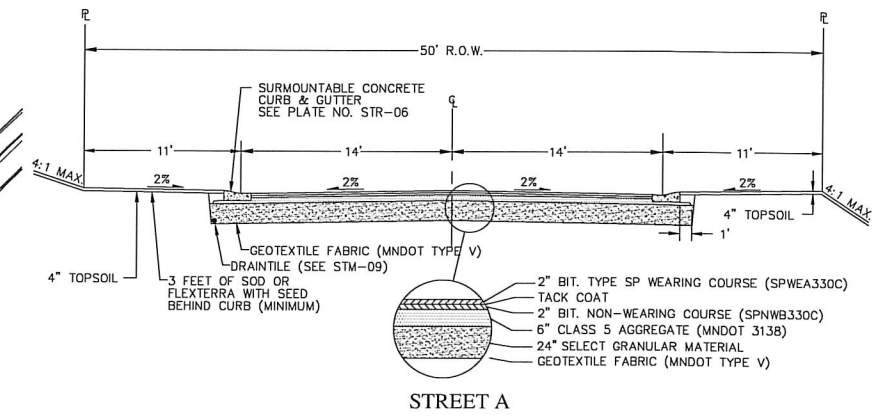
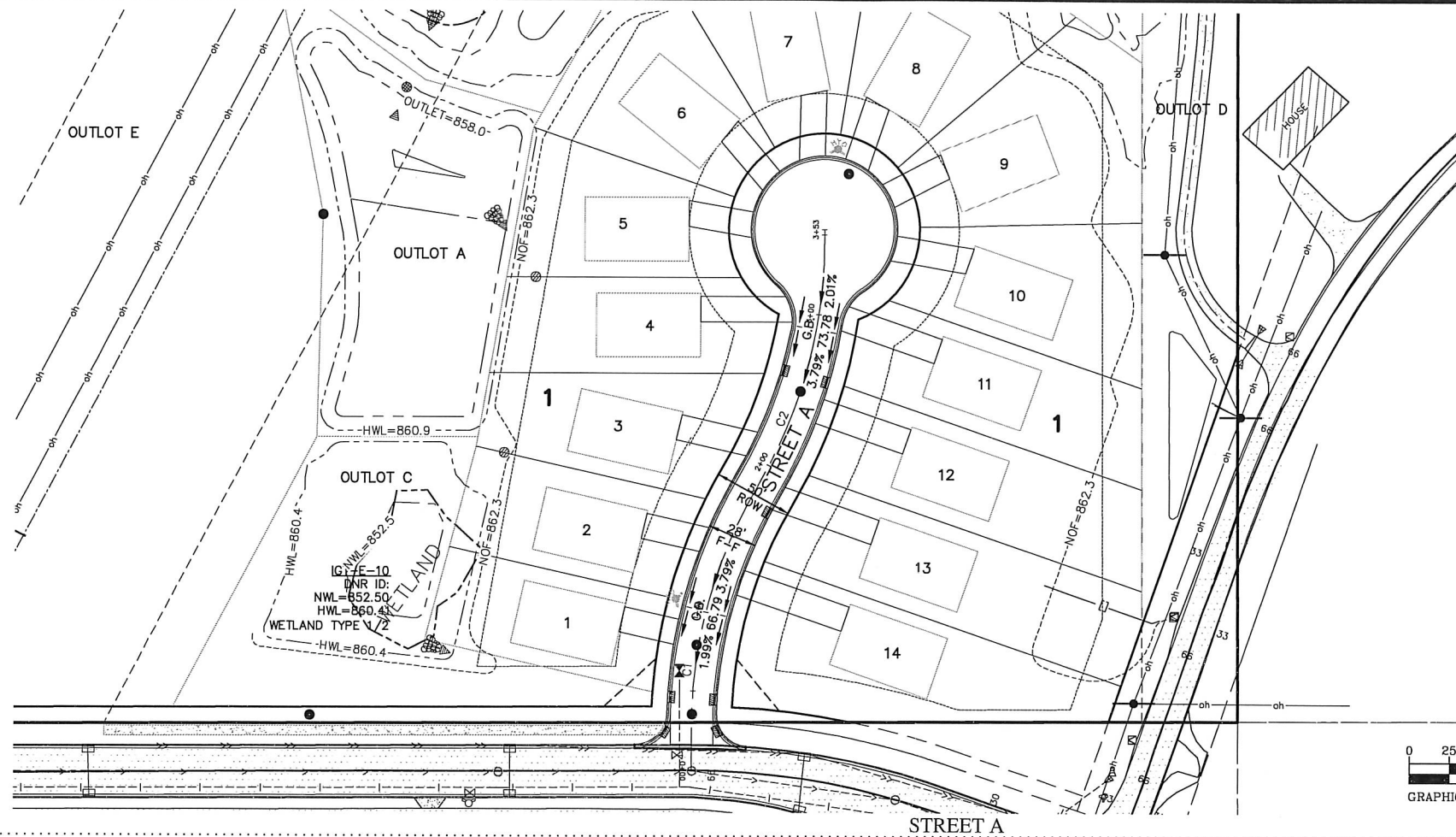


PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES:

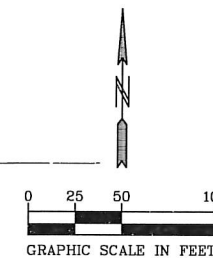
MINIMUM LOT WIDTH	60 FEET
MINIMUM CORNER LOT WIDTH	80 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	25 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'
LOW FLOOR = NOF+1'

UTILITY CONSTRUCTION NOTE
1. STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE FIBERGLASS FLEX STAKE MARKERS, CITY PLATE (MISC-01)

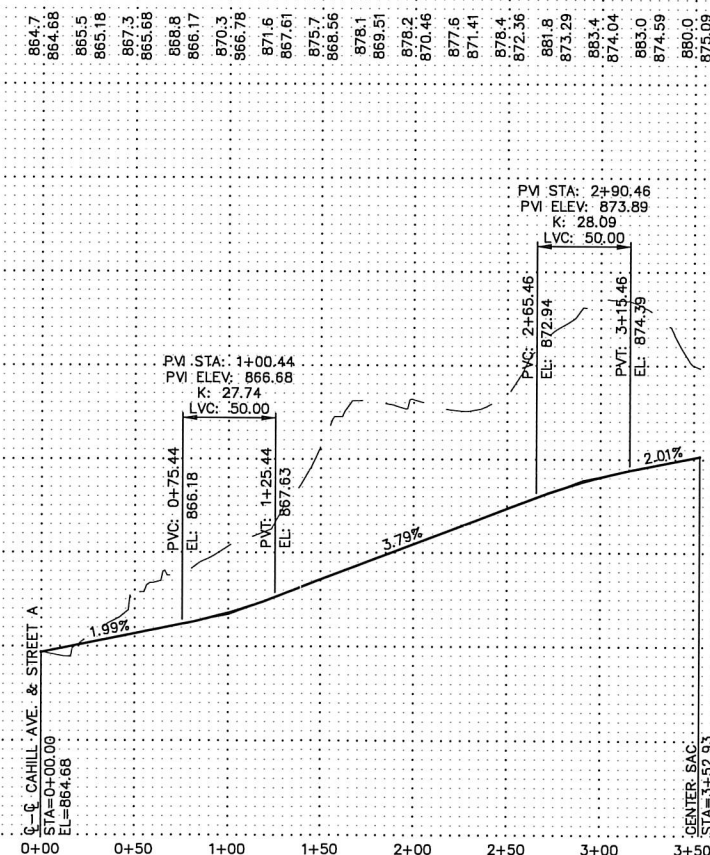


STREET CONSTRUCTION NOTE
1. STREETLIGHTS REQUIRED PER CITY CODE [7-4-1]



CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	30°27'04"	159.44	300.00	81.65	0+26.38	1+85.82
C2	30°13'35"	158.26	300.00	81.02	1+85.82	3+44.08

BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62



PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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.

Name: John M. Molinaro
Reg. No. 45831 Date: 11-1-2019

Revisions:
1. 1-28-20 Client/City Comments
2. 3-30-20 Client/City Comments

Date: 11-1-19
Designed: JMM
Drawn: MSN

**PRELIMINARY STREET
PLAN & PROFILE**

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

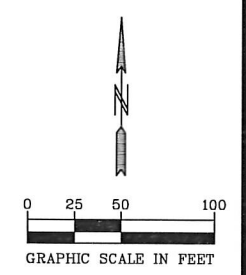
INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA

5.1 OF 19

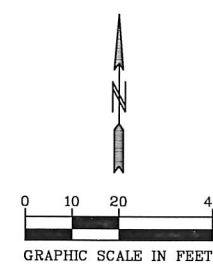
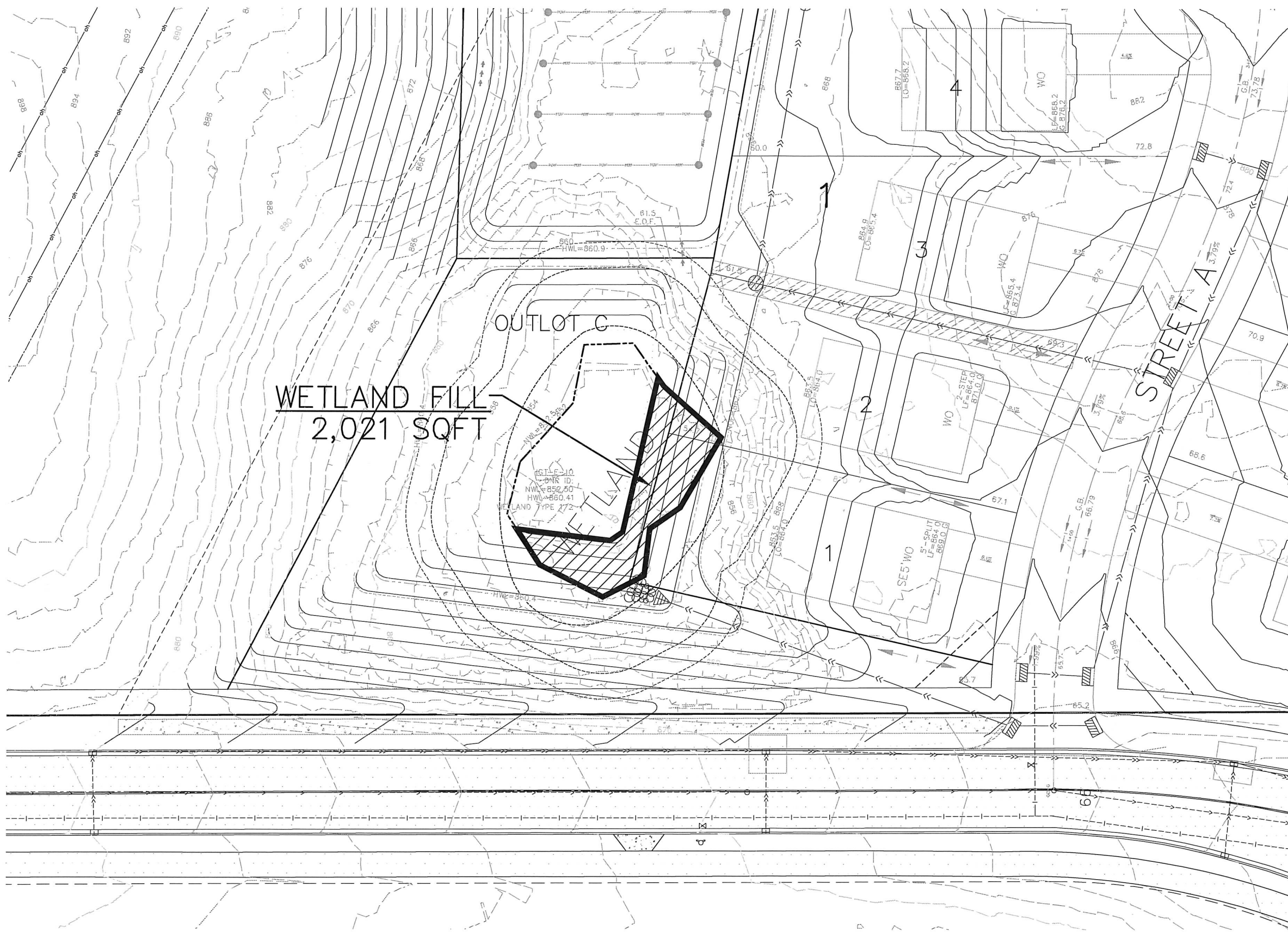


IGT-E-9 MITIGATION SUMMARY

QUANTITY (CUYD)	
FILL	742
CUT	1645
NET	903 (CUT)



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name: John M. Molinaro
Reg. No. 45831 Date 11-1-2019

Revisions
1. 1-28-20 Client/City Comments
2. 3-30-20 Client/City Comments

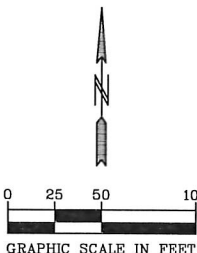
Date: 11-1-19
Designed: JMM
Drawn: MSN

PRELIMINARY WETLAND FILL

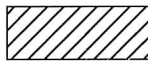
ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA

7.1 OF 19



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62

 -STEEP SLOPES

STEEP SLOPES NOTE
1. 3:1 SLOPES-PROVIDE MNDOT RAPID STABILIZATION
(2575-3) METHOD 3 OR 4.
-HYDRAULIC MULCH, SEED & FERTILIZE
-CAT.3 BLANKET, SEED & FERTILIZE

PIONEEREngineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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
Name: John M. Molinaro
Reg. No. 45831
Date: 11-1-2019

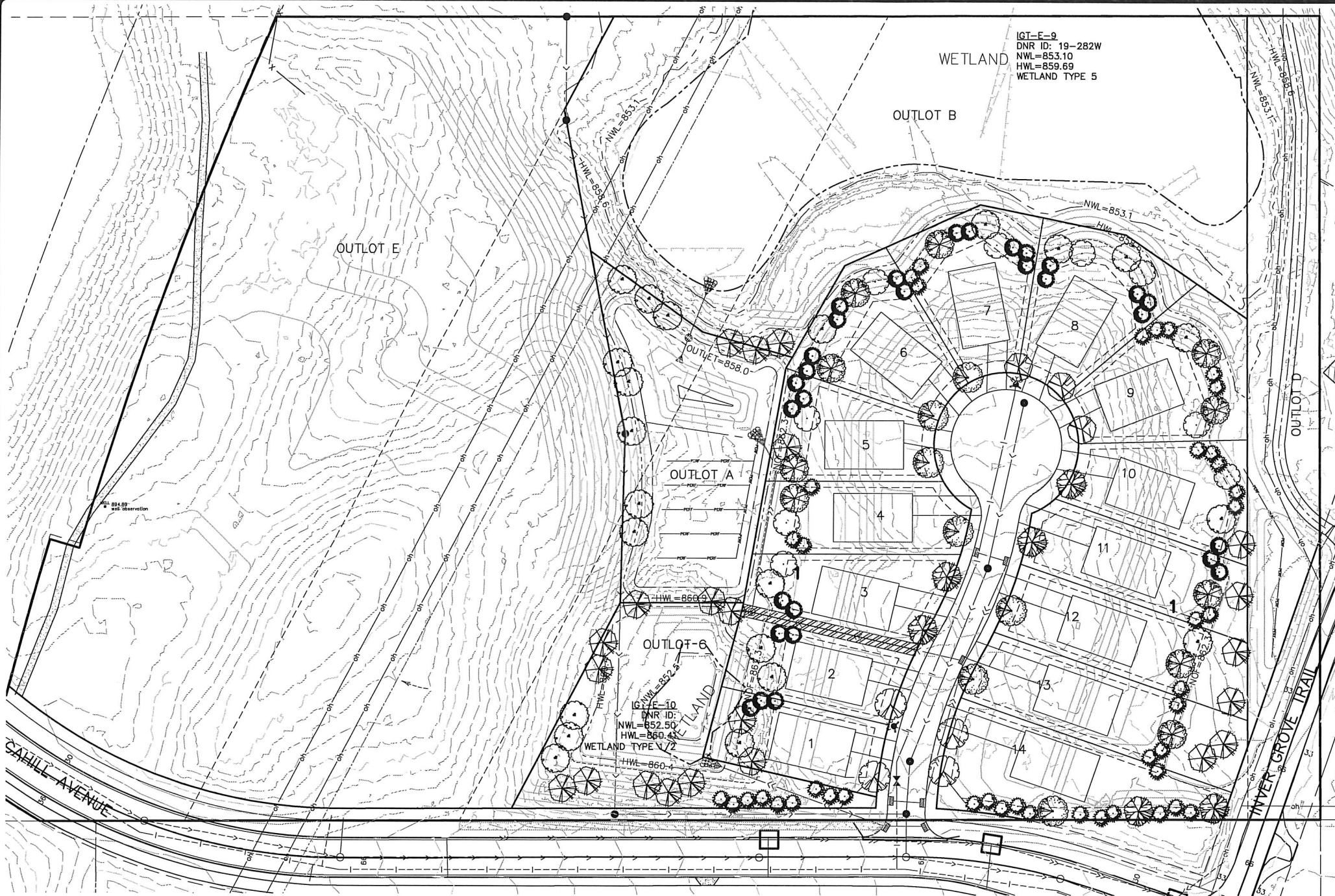
Revisions:
1. 1-26-20 Client/City Comments
2. 3-30-20 Client/City Comments

Date	11-1-19
Designed	JMM
Drawn	MSN

PRELIMINARY 3:1 SLOPES

ALLIANT VENTURES III, LLC
4655 NICHOLS ROAD, STE. 106
EAGAN, MN 55122

INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA



PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	3" B&B	7	
	RIVER BIRCH/Betula nigra 'Heritage'	12-14' B&B	22	Clump
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	3" B&B	3	
	SENTRY LINDEN/Tilia americana 'Sentry'	3" B&B	4	
	NORTHERN PIN OAK/Quercus ellipsoidalis	3" B&B	6	
	SWAMP WHITE OAK/Quercus bicolor	3" B&B	23	
	SUGAR MAPLE/Acer saccharum	3" B&B	10	
	COMMON HACKBERRY/Celtis occidentalis	3" B&B	9	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	8' B&B	43	
	WHITE PINE/Pinus strobus	8' B&B	29	

LANDSCAPE NOTES:

STREET TREE REQUIREMENT: 1 TREE/40 FEET, A MINIMUM OF 1 TREE/LOT
TREES MUST BE PLANTED 5-7' INSIDE PROPERTY LINE AND NO CLOSER THAN 30' TO THE CURBLINE INTERSECTION ON CORNER LOTS.
MITIGATION REQUIRED: 535.7" (SEE SUBMITTED TREE PRESERVATION PLAN)

PROPOSED TREES:
84 3" OVERSTORY (252")
72 8' EVERGREEN (288"), EACH 8' EVERGREEN IS 4" CALIPER
TOTAL TREES: 156 (540")

LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSESMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL

TRIM OUT DEAD WOOD AND WEAK AND/OR DEFORMED TWIGS. DO NOT CUT A LEADER. DO NOT PAINT CUTS.

SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED BACKFILL SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE.

PLACE PLANT IN PLANTING HOLE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT. BACKFILL WITH APPROXIMATELY 12" OF THE TOP OF ROOTBALL. WATER PLANT. REMOVE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS, WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM TOP 1/3 OF THE BALL. REMOVE ALL TWINE.

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

2-3 TIMES BALL DIAMETER

WATER TO SETTLE PLANTS AND FILL VOIDS.

WATER WITHIN TWO HOURS OF INSTALLATION. WATERING MUST BE SUFFICIENT TO THOROUGHLY SATURATE ROOT BALL AND PLANTING HOLE.

PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.

SHREDDED WOOD MULCH MIN. 3" DEEP (DO NOT PLACE MULCH AGAINST TRUNK OF TREE).

PLUMB AND BACKFILL WITH BACKFILL SOIL. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING.

DECIDUOUS TREE PLANTING DETAIL

TRIM OUT DEAD WOOD AND WEAK AND/OR DEFORMED TWIGS. DO NOT CUT A LEADER. DO NOT PAINT CUTS.

SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED BACKFILL SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE.

PLACE PLANT IN PLANTING HOLE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT. BACKFILL WITH APPROXIMATELY 12" OF THE TOP OF ROOTBALL. WATER PLANT. REMOVE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS, WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM TOP 1/3 OF THE BALL. REMOVE ALL TWINE.

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

2-3 TIMES BALL DIAMETER

WATER TO SETTLE PLANTS AND FILL VOIDS.

WATER WITHIN TWO HOURS OF INSTALLATION. WATERING MUST BE SUFFICIENT TO THOROUGHLY SATURATE ROOT BALL AND PLANTING HOLE.

PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.

SHREDDED WOOD MULCH MIN. 3" DEEP (DO NOT PLACE MULCH AGAINST TRUNK OF TREE).

PLUMB AND BACKFILL WITH BACKFILL SOIL. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING.

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER MIKHAIL
TONA T. DOVE
AARON PRICE
DAVID SIENKO
CASSANDRA WOLFGAM
CASSANDRA BAUTISTA
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
♦ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: May 6, 2020
RE: Requests of Adams French LLC For A Conditional Use Permit To Allow A Mini-Storage Facility And For A Conditional Use Permit To Allow Impervious Surface To Exceed 25% Within The Shoreland Overlay District Of Simley Lake (City Planning Case No. 19-45C); May 11, 2020 Council Meeting

Section 1. Background. On January 13, 2020, the City Council took action to deny a conditional use permit (CUP) request for a mini-storage facility at 7855 Cahill Avenue and to deny a CUP request for impervious surface to exceed 25% within the Shoreland Overlay District for property at 7855 Cahill Avenue. The actions taken on January 13, 2020 to deny both CUP requests were memorialized by Resolution No. 2020-22 dated and adopted January 27, 2020 which memorialized the Findings of Fact and Reasons for Denial.

Section 2. Supplemental Stormwater Management Report prepared by City Engineer Tom Kaldunski. City Engineer Tom Kaldunski has prepared a memo on the stormwater management elements of the mini-storage facility project. The City Engineer memo addresses how the stormwater runoff from impervious surfaces is being handled. This attached memo also addresses the issue of whether any storm water runoff water flows in the trail area.

Section 3. Resolution Rescinding. At the May 11th Council meeting, the Council will consider to rescind the actions taken on January 13, 2020 and to rescind the actions taken on January 27, 2020 with respect to denial of the conditional use permit request for a mini-storage facility and the conditional use permit request for impervious surface to exceed 25% within the Shoreland Overlay District.

The owner of 7855 Cahill Avenue and the developer have agreed to the condition that during the hours from midnight until 6:00 a.m., the storage facility shall not be open for business and shall not be operated and during such time no customer or storage tenant shall be allowed on the property.

Section 4. Resolution for CUP with Hours of Operation Condition. The Resolution Approving A Conditional Use Permit For A Mini-Storage Facility And To Exceed 25% Impervious Surface Within The Shoreland Overlay District Of Simley Lake now includes the following condition:

During the hours from midnight until 6:00 a.m., the storage facility shall not be open for business and shall not be operated and during such time no customer or storage tenant shall be allowed on the property.

Section 5. Council Action. At the May 11, 2020 Council meeting, the Council will consider the following two attached resolutions:

1. Resolution Rescinding The Council Actions Of January 13, 2020 And January 27, 2020 Relating To Denial Of A Conditional Use Permit For A Mini-Storage Facility At 7855 Cahill Avenue And Relating To Denial Of The Conditional Use Permit For Impervious Surface To Exceed 25% Within The Shoreland Overlay District For Property At 7855 Cahill Avenue; and
2. Resolution Approving A Conditional Use Permit For A Mini-Storage Facility And To Exceed 25% Impervious Surface Within The Shoreland Overlay District Of Simley Lake.

Because the two resolutions are inextricably connected to each other, the two resolutions should be part of one single motion to approve both resolutions. Such a motion requires a 4/5th's vote since one of the components of the motion is approval of the CUP.

Attachments

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

RESOLUTION NO. _____

**A RESOLUTION RESCINDING THE COUNCIL ACTIONS OF JANUARY 13, 2020
AND JANUARY 27, 2020 RELATING TO DENIAL OF A CONDITIONAL USE
PERMIT FOR A MINI-STORAGE FACILITY AT 7855 CAHILL AVENUE AND
RELATING TO DENIAL OF THE CONDITIONAL USE PERMIT FOR IMPERVIOUS
SURFACE TO EXCEED 25% WITHIN THE SHORELAND OVERLAY DISTRICT
FOR PROPERTY AT 7855 CAHILL AVENUE**

**CASE NO. 19-3345C
(Adams French, LLC)**

WHEREAS, on January 13, 2020, the City Council of Inver Grove Heights took action to deny a conditional use permit (CUP) request for a mini-storage facility at 7855 Cahill Avenue and to deny a CUP request for impervious surface to exceed 25% within the Shoreland Overlay District for property at 7855 Cahill Avenue.

WHEREAS, the actions taken on January 13, 2020 to deny both CUP requests were memorialized by Resolution No. 2020-22 dated and adopted January 27, 2020 which memorialized the Findings of Fact and Reasons for Denial.

WHEREAS, the City Council desires to rescind the actions taken with respect to denial of the conditional use permits.

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

1. The action of the City Council taken on January 13, 2020 to deny the CUP for the mini-storage facility at 7855 Cahill Avenue and the action of the City Council taken on January 13, 2020 to deny the CUP for impervious surface to exceed 25% within the Shoreland Overlay District, as both actions are reflected in the Council meeting minutes of January 13, 2020, are hereby rescinded.
2. The action of the City Council taken on January 27, 2020 as reflected by Resolution No. 2020-22 relating to memorialization of the Findings of Fact and Reasons for Denial of the CUP requests for the property at 7855 Cahill Avenue is hereby rescinded.

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

DATE: April 24, 2020

TO: Mayor and Council
Joe Lynch, City Administrator
Scott D. Thureen, Public Works Director
Tim Kuntz, Attorney
Bridget Nason, Attorney

FROM: Thomas J. Kaldunski, City Engineer

SUBJECT: Storm Water Overview at 7855 Cahill Avenue

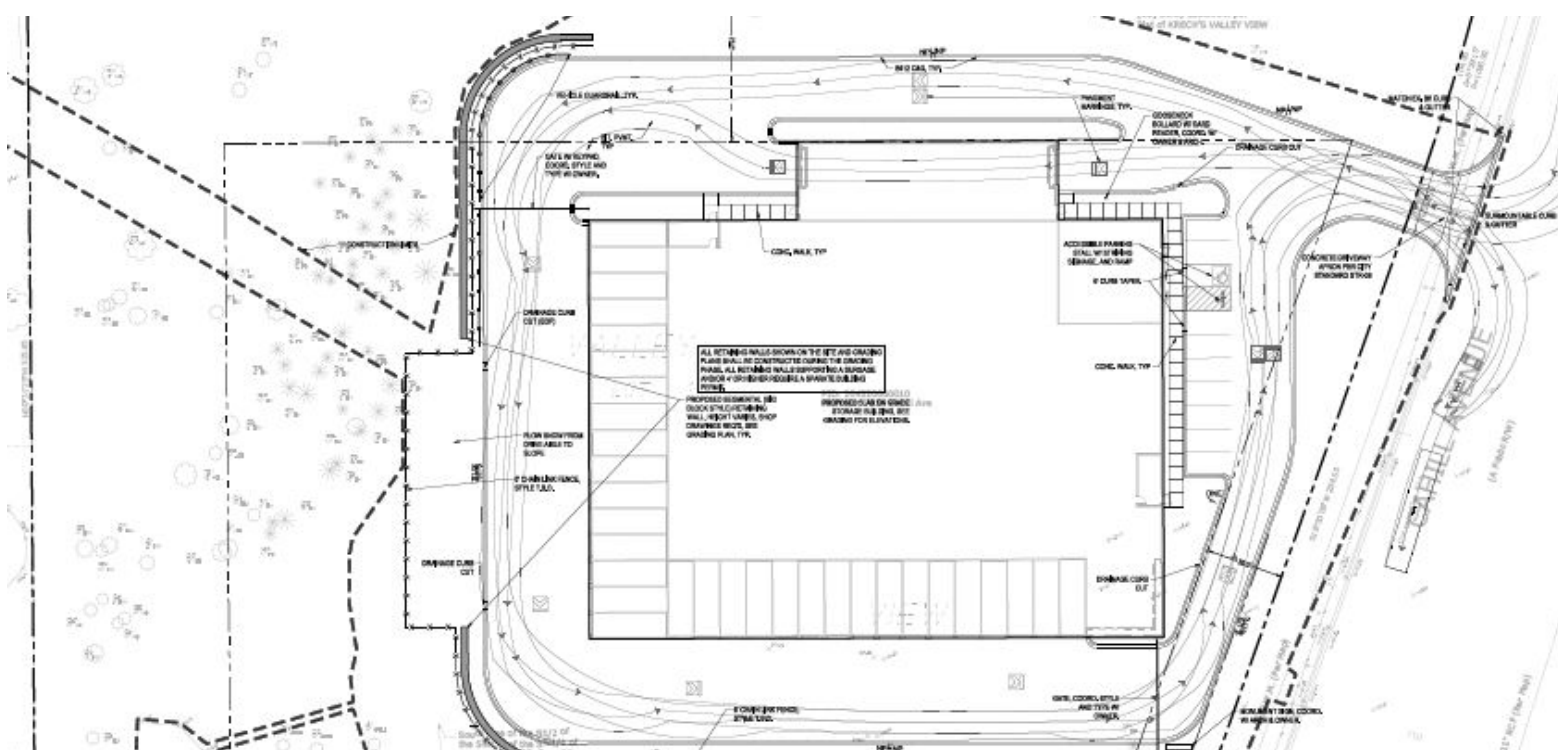
The City Council has reviewed a proposed development of a storage facility at 7855 Cahill Avenue. Recent discussions have been had related to the stormwater management plan submitted for this development concept. The attached presentation outlines their stormwater management plan which will meet the City standards once final plans are approved.

The Valley Park drainage area is shown in the presentation and it is 106 acres in size. The development site already drains 3.5 acres into the landlocked regional basin contained in the watershed. The runoff from the proposed development will not flood the regional basins because the stormwater management plan for the watershed anticipates the site drainage. In addition, the developments proposal will reduce existing erosion in the vicinity of the development by containing the site runoff and discharging the water via a pipe down the hillside into the regional basin.

The proposed stormwater management plan for the development will consist of curb and gutter on paved areas with sufficient inlet capacity and storm sewers to direct runoff into the proposed underground storage facility. Water from this facility will flow inside a continuous pipe to the regional basin.

The underground facility consists of dual perforated ten-foot diameter (10') pipes buried in free draining washed rock bed. The rock bed provides additional water storage and infiltration into the ground. These stormwater facilities collect runoff and meet City standards for volume control and infiltration and provide rate control to the regional pond. Energy dissipation will be provided.

TJK/kf
Attachment:

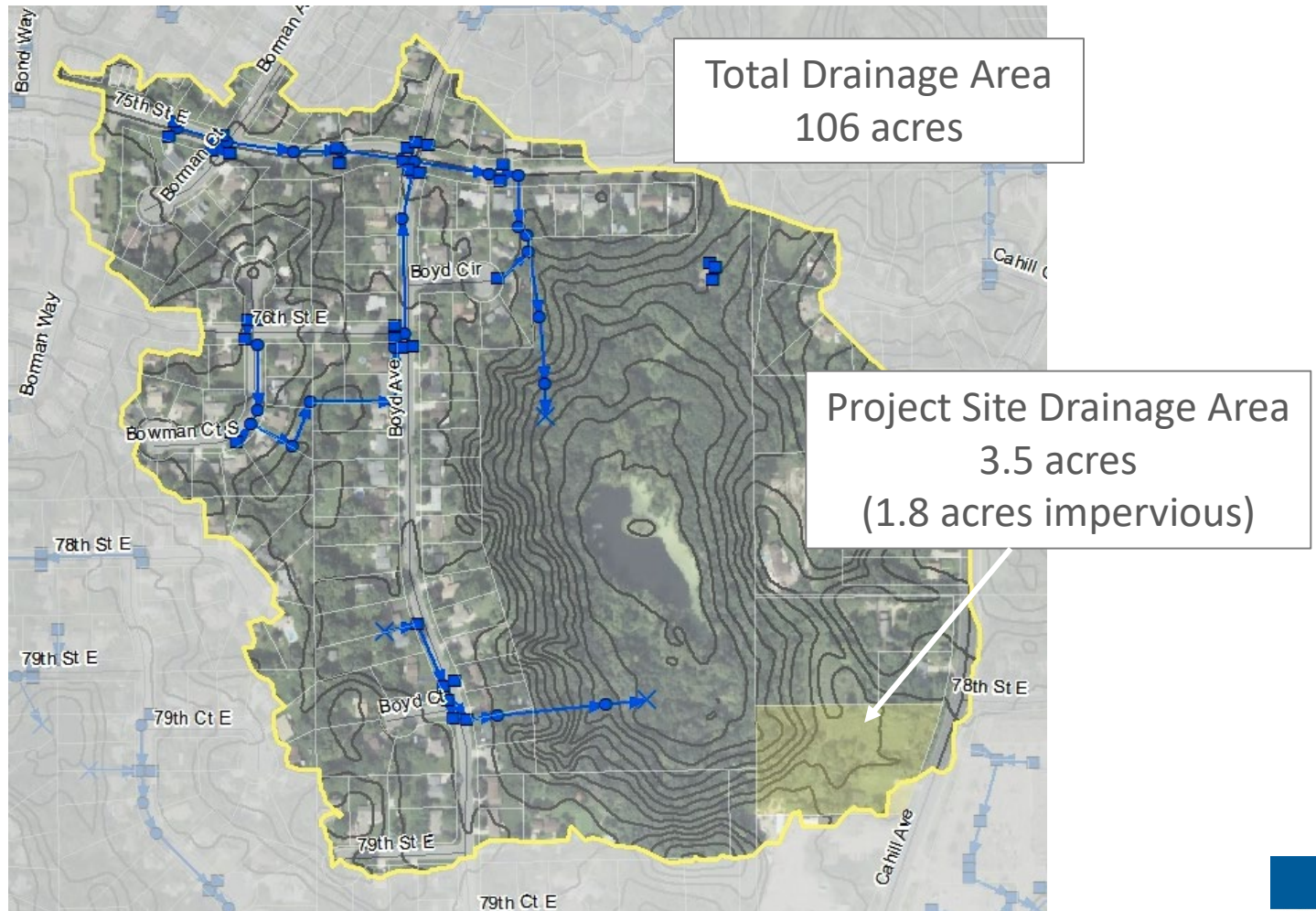


7855 Cahill Stormwater Management

City Council Presentation
Monday, April 27, 2020



Valley Park Drainage Area

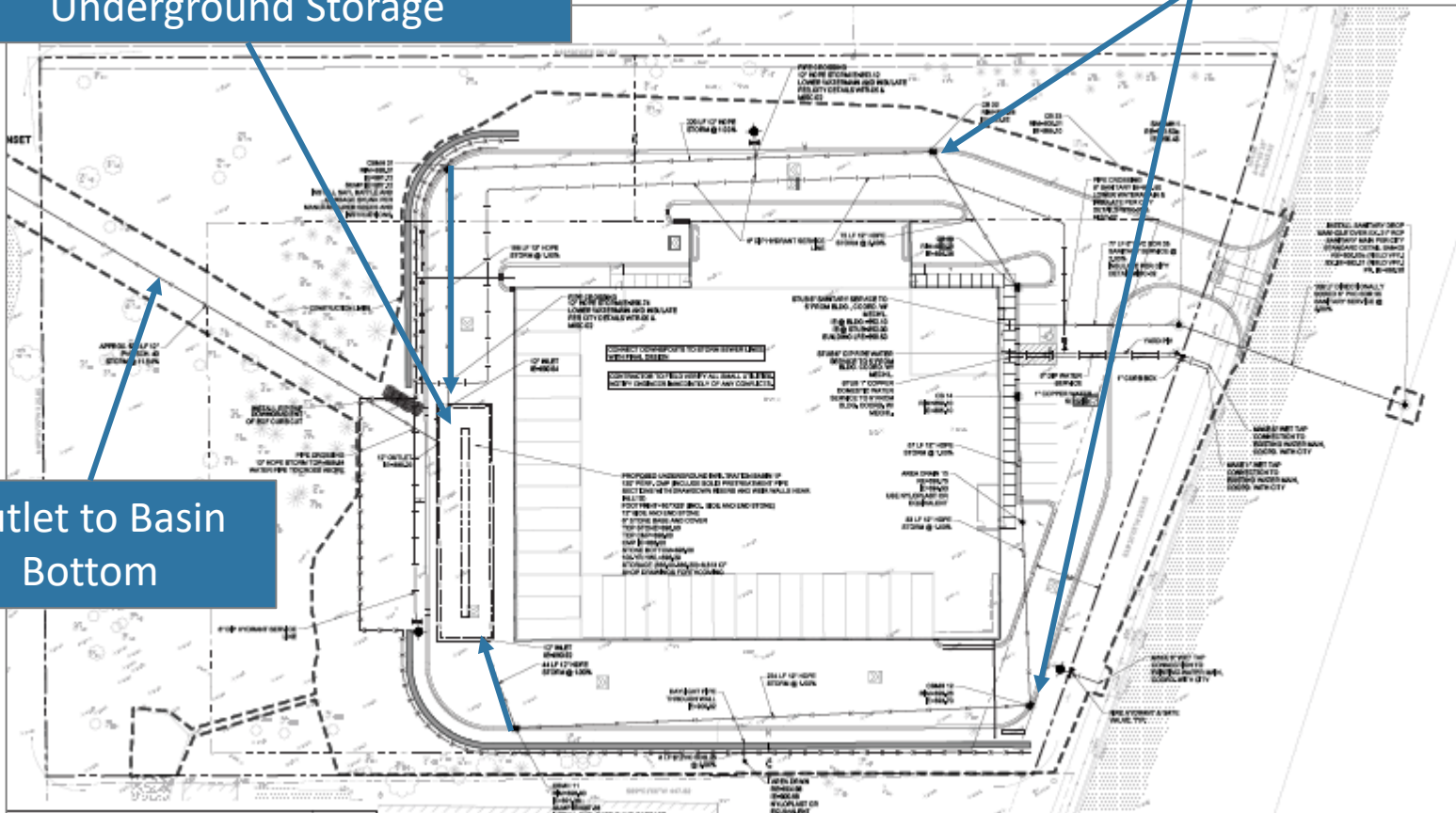


Proposed Stormwater Management

Catch Basins and Storm Sewer

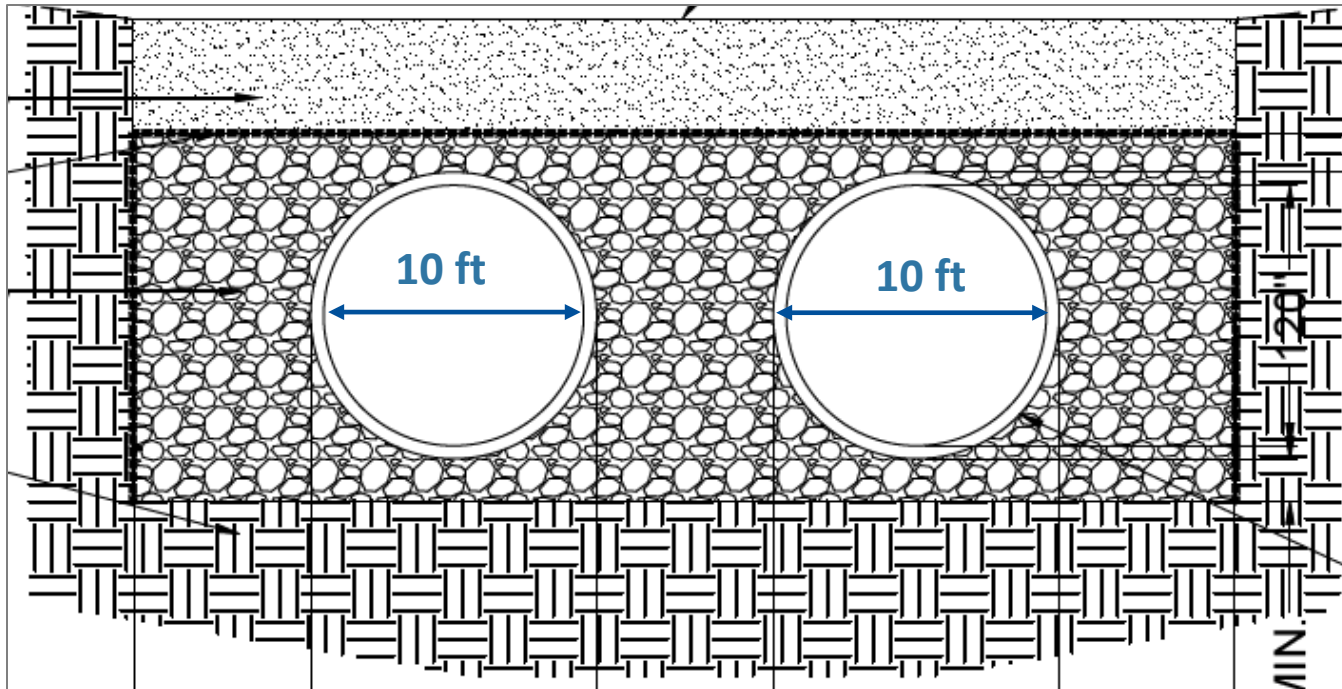
Underground Storage

Outlet to Basin Bottom



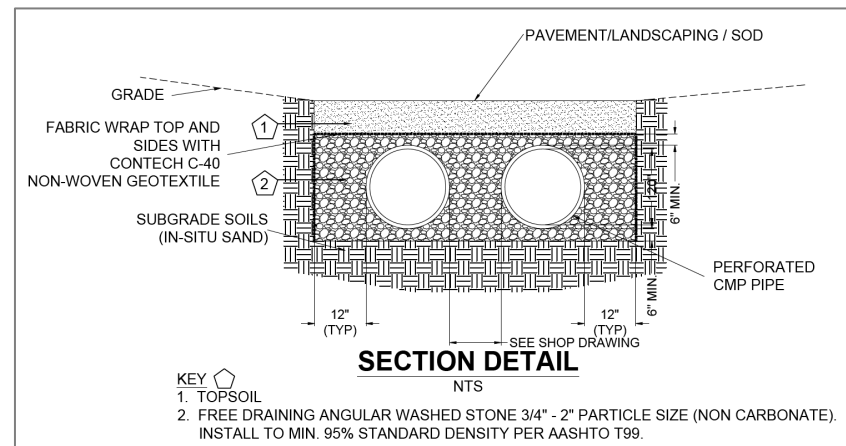
Stormwater Treatment by Underground Storage System

- 10-foot diameter buried metal pipes
- 216 lineal feet of pipe
- Rock surrounding pipe provides additional water storage

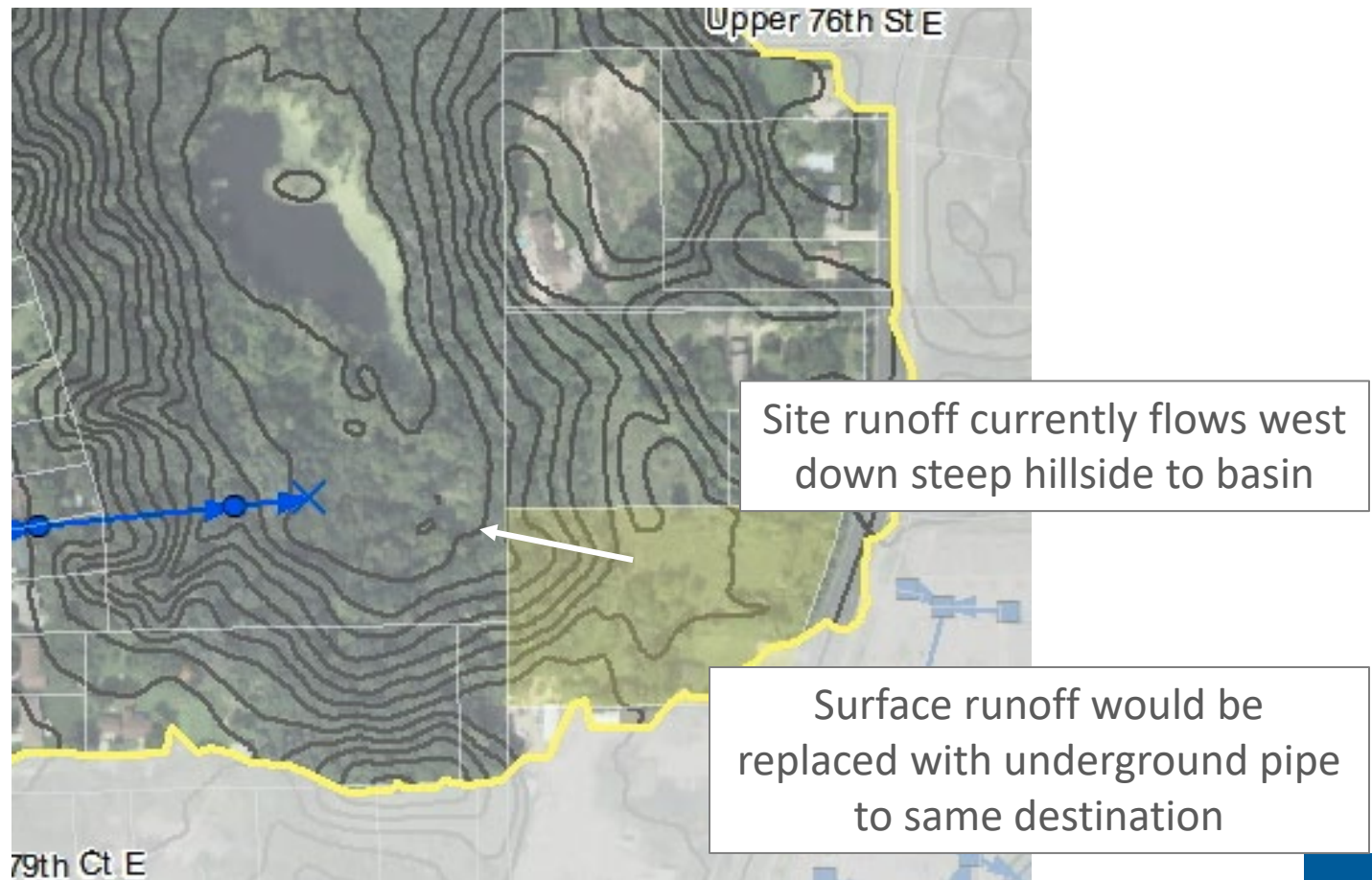


Underground Storage Design

- Collects stormwater from roof and pavement
- Pre-treats stormwater to remove sediment
- Provides volume control = 1" off impervious
- Provides rate control for 2-, 5-, 10-, and 100-year events
- Discharges to basin bottom



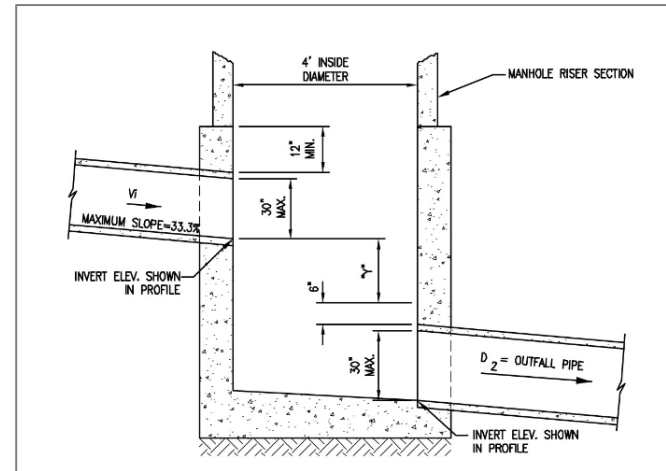
Site Outlet



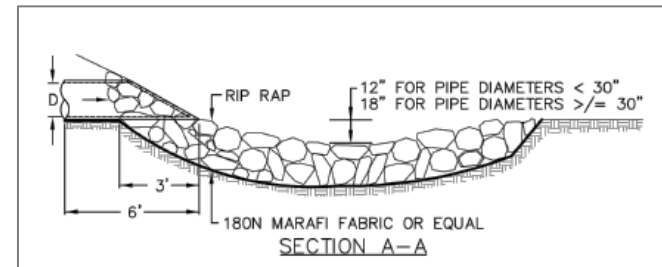
Constructed Site Outlet

500 ft outlet pipe would convey runoff from the underground stormwater storage facility to the basin bottom

High velocity would need to be reduced by drop structure and flared end section



Rip rap would protect ground below outlet



questions?



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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MINI-STORAGE
FACILITY AND TO EXCEED 25% IMPERVIOUS SURFACE WITHIN THE SHORELAND
OVERLAY DISTRICT OF SIMLEY LAKE**

Case No. 19-3345C
(Adams French, LLC)

WHEREAS, the request is for the property located at 7855 Cahill Avenue and legally described as:

**Lot 1, Krech's Valley View, according to the recorded plat, Dakota County,
Minnesota**

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

WHEREAS, mini-storage and exceeding 25% impervious surface in a shoreland overlay district are listed as a conditional uses within the B-3, General Business District;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 6, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for both a mini-storage facility and to exceed 25% impervious surface is hereby approved subject to the following conditions:

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

Site Plan	dated 10/25/19
Grading Plan	dated 10/25/19
Utility Plan	dated 10/25/19
Tree Preservation Plan	dated 10/25/19
Landscape Plan	dated 10/25/19
Lighting/Illumination Plan (2 sheets)	dated 10/4/19
Exterior Elevations	dated 12/4/19

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
5. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence
6. Any roof top and/or ground utility equipment shall be substantially screened from public view.
7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
8. During the hours from midnight until 6:00 a.m., the storage facility shall not be open for business and shall not be operated and during such time no customer or storage tenant shall be allowed on the property.

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 11th day of May, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk