

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 9, 2017

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

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

A. Minutes September 11, 2017 City Council Meeting

B. Resolution Approving Disbursements for Period Ending on October 4, 2017

C. Consider Pay Request No 3 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

D. Consider Pay Request No 3 – Bid Package 2 – East Rink Floor Project – City Project 2017-05

E. Schedule Public Hearing on Development Fees

F. Schedule Special Meeting for Semi-Finalist Police Chief Candidates

G. Resolution Approving Demolition Contract– 6140 Doffing Avenue

H. Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 10, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation

I. Consider Pay Voucher No. 1 for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)

J. Consider Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for Emergency Storm Culvert Repair under Upper 55th Street East

K. Personnel Actions

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

6. **PUBLIC HEARINGS:**

A. Consider Application for Commercial Kennel License at 8365 Delaney Circle

B. Consider Change of New Officers for Northern Tier Retail, LLC dba SuperAmerica Stores

7. REGULAR AGENDA:

I. FINANCE:

A. CITY OF INVER GROVE HEIGHTS; Consider first reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-308 Adjusting Development Fees for 2018

II. COMMUNITY DEVELOPMENT:

B. SEAN WRIGHT; Consider the following resolutions for property located at 6825 Cahill Avenue:

- a) A Conditional Use Permit to allow expansion of a non-conforming structure up to 30% gross square feet
- b) A Variance to exceed a 30% expansion of a non-conforming structure.
- c) A Variance to exceed the 25-foot maximum height in the B-1 zoning district

C. BITUMINOUS ROADWAYS; Consider an Ordinance Amendment to renew the five year Sand and Gravel Overlay zoning for the asphalt plant operation located at 11661 and 11201 Rich Valley Boulevard

D. CITY OF INVER GROVE HEIGHTS; Consider a Resolution to fill a vacancy on the Planning Commission

III. PUBLIC WORKS:

E. Resolution Receiving Feasibility Study and Scheduling Public Hearing for City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge

F. Resolution Receiving Feasibility Study and Scheduling Public Hearing for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

IV. ADMINISTRATION:

G. CITY OF INVER GROVE HEIGHTS; Consider Approval of the Purchase Agreements for the William G. Carlson and Muriel J. Carlson Properties

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, SEPTEMBER 11, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, September 11, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, City Engineer Kaldunski, and Fire Chief Thill.

3. PRESENTATIONS: Mayor Tourville commented that there were no presentations but wanted to mention 9/11 and the impacts that event had on citizens, cities, police, fire, EMS and volunteers.

4. CONSENT AGENDA:

- A. i. Minutes August 21, 2017 City Council Special Meeting Minutes
- ii. Minutes August 28, 2017 City Council Meeting Minutes
- B. Resolution 17-163 Approving Disbursements for Period Ending on September 7, 2017
- C. Consider Pay Request No 2 – Bid Package 1 – East Rink Floor Project – City Project 2017-05
- D. Consider a Resolution 17-164 Approving the Amended Feasibility Report for City Project No. 2015-09D – Broderick Boulevard Reconstruction
- E. Resolution 17-165 Receiving Professional Services and Accepting Proposal from Bolton & Menk for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District)
- F. Consider Approval of Resolution 17-166 for the Funding of the Acquisition of 6940 and 6950 Dixie Avenue
- G. Personnel Actions

Motion by Bartholomew, second by Hark, to approve all items on the consent agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Deb James, 1675 Upper 55th E. she asked about plans on expanding 55th Street. She asked about the effect of the streets expansion on the residents. Mayor Tourville asked for Thureen to touch base with the resident. Thureen stated the feasibility study results will be discussed in October/November and neighborhood meetings regarding the street improvement will begin in the beginning of the year.

Ted Nelson, 10399 Barnes Way thanked the council for helping with his complaints regarding traffic. Mayor Tourville discussed Dakota County's interest in regard to the illegally hauling of truck loads and speeding. The resident stated that it has made a huge difference.

6. PUBLIC HEARINGS:

- A. Continuation of the Public Hearing and Third and Final Reading on Franchise Fee Ordinances 1339, 1340 and 1341**

Finance Director Smith summarized the item. This is a continuation of the hearing. She stated that changes from the first reading included a reduction to zero for city owned street light fees. She stated at the second reading there was a question about changing the percentage of large commercial and industrial businesses to a lower fee. Smith stated the impact would be \$3,500 annually. She stated changing this would mean going from a flat fee to a percentage therefore staff recommends the fee

structure to stay as presented. She stated staff recommends approval of the three franchise fee ordinances. She stated Xcel and Dakota Electric have been apprised of all updates as of today's date.

Councilmember Bartholomew asked if the policy in place earmarks the funds to the Pavement Management Plan (PMP). Smith stated the intent from the financial perspective is to surrogate the funds. Council will provide direction on use of those funds.

Loren Shavers, 1320 105th Street East, he asked for a summary on the terms of the franchise fee and why it was implemented.

Mayor Tourville stated it's a unit fee for all users of electric and gas. He explained the major street projects that combination federal, state and county roadways along with city projects and how PMP doesn't have the funds to support these improvements. He stated the franchise fee will offset the assets and have all citizens pay their general share for the federal, state and county highway improvements. Shaver stated he doesn't like fees, and stated that it's a tax.

Councilmember Piekarski Krech stated not everyone that is using our roads are paying for the streets. The franchise fee will require that if they don't pay property taxes now users of electric and gas will now pay their fair share towards the roads.

Mayor Tourville discussed that the council's past discussions began five years ago and additional sales tax was off the table due to the legislature.

Smith stated that information is on the website and allowed the opportunity to ask questions and provide input to the city. There was one inquiry that stated they didn't support it.

Gary Calton, 6371 Dawn Ave E. He stated it's a tax and not a fee. He discussed that lack of control and that the fees will keep increasing.

Mayor Tourville stated the title of franchise fee is not selected by the city. It's an official name that comes from the state statute.

Calton stated his road needs to be repaired and the streets in his neighborhood look like a slum. Mayor Tourville stated that Thureen is in charge of street projects and recommended reaching out to Thureen to find out when their street is scheduled to be fixed.

Councilmember Piekarski Krech advised the neighborhood to sign a petition. She stated that will move the process forward faster because then the city council knows there won't be difficulty with the assessment costs.

Councilmember Bartholomew stated the city needs \$4M to fix city roads. He stated if the levy increases then only property owners are required to pay. The franchise fee will allow us to generate a closer amount for street improvement costs.

Dick Larson 738 Angus Ave. He asked about provisions of the franchise fee expiring. Smith stated the sunset date is June 30, 2029. She stated the timeframe is alignment with the Xcel and Dakota electric contract with the city.

Councilmember Bartholomew stated the franchise fees can be eliminated at any time. Larsen asked that funding be separated from the budget unlike normal taxes. He discussed Dakota County's wheelage tax. Larson asked why we can budget and appropriate funds appropriately instead of adding a franchise fee.

Councilmember Bartholomew explained to budget for the funds would require the city to increase the levy. We are looking at franchise fees to generate \$1M. The council discussed the positives of a franchise fees vs. increasing the levy.

Mayor Tourville stated franchise fees in most cities don't dedicate funds to anything specific but the city has dedicated them to street improvements. Larsen commented on the communication and that he wasn't communicated with regarding the fee. The council discussed the franchise fee communication plan and how the city spread out the readings throughout the months to gather more public input.

Larsen asked about the monthly amount calculated. Councilmember Piekarski Krech stated the amount is a flat fee and the fees will be the same monthly. Smith went through the calculation of all the amounts from residential and businesses. She stated that Xcel and Dakota electric helped calculate the amount since a lot of the information is private and protected because it's proprietary. Larsen asked about future fee adjustments. Smith stated that the ordinance would need to be changed if the amount changes.

Rachel Smith, 7182 Angus Ave. she asked about making stormwater fees be combined with the franchise fee. Mayor Tourville stated this is an electric/gas fee. He stated that the city is not in charge of the billing for Xcel and Dakota electric due to proprietary and private information.

Motion by Piekarski Krech second by Perry to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Hark stated we are being fiscally responsible to fix our infrastructure. He stated this helps us a little but it will make a difference. He stated the monies collected will go into a fund. We are using the money to make the street better. Councilmember Bartholomew stated the fee is earmarked to PMP. He stated it's the city's responsible to provide services, protection and infrastructure.

Motion by Bartholomew second by Hark to approve the Third and Final readings of the Franchise Fee Ordinances 1339 (Dakota), 1340 (Xcel Electric) and 1341 (Xcel Gas).

Ayes: 5

Nays: 0 Motion carried.

The council directed staff to put the final ordinances for the franchise fee on the website and to keep the information current on the website.

7. REGULAR AGENDA:

I. FINANCE:

- A. CITY OF INVER GROVE HEIGHTS; Consider Resolution Adopting the Proposed Tax Levy 17-167 for Pay 2018, Adopting the Proposed 2018 Budgets Resolution 17-169, Adopting the Proposed Watershed Management Taxing District Tax Levies for Pay 2018 Resolution 17-169, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed**

Finance Director Smith stated the preliminary levy must be certified to the County before September 29, 2017. She discussed the increases of expenditures and market value 0.9% and increase of .11% to the general levy. She discussed how the city is decreasing the dependency on the community host fund. She stated the debt service is down \$260K with a levy increase of \$2M. She summarized the documents provided to the council.

She illustrated on Exhibit F the tax comparison 2017 vs the 2018 city taxes only and base budget plus additions. She went over the mean vs. the median and the tax impacts for residential and businesses. She stated the council can set the levy tonight but cannot increase the levy after this meeting. She stated the proposed budget approval is scheduled for December 11, 2017.

Councilmember Hark stated that they are voting for the levy tonight but it cannot go higher. He stated the council will consider the budget amounts and work at decreasing the amounts.

Mayor Tourville stated that this process on the budget has been the same for many years. He stated that additions will need more information and details.

Councilmember Piekarski Krech stated that additions are already included in the amount of the budget and doesn't mean more additions.

Motion by Bartholomew second by Piekarski Krech to approve Resolution Adopting the Proposed Tax Levy 17-167 for Pay 2018, Adopting the Proposed 2018 Budgets Resolution 17-169, Adopting the Proposed Watershed Management Taxing District Tax Levies for Pay 2018 Resolution 17-169.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

B. JOE LEVI; Consider a Resolution 17-170 relating to a Conditional Use Permit to allow sheet metal siding on an accessory structure on property located at 8803 Inver Grove Trail

Community Development Director Link introduced the item. He stated the applicant will like to have a sheet metal siding on an accessory structure. He stated this will need a 4/5th vote. The building complies for setbacks and impervious surface and the criteria for a condition use permit (CUP). He stated Planning staff and Planning commission approved the CUP. He stated a neighbor sent a letter in support of the siding.

Joe Levi, 8803 Inver Grove Trail, said he doesn't have any issues with what is being presented and is working with engineering on the drainage plan and excavating plan.

Councilmember Hark asked what color is the sheet metal. Levi responded earth brown is the roof and white sand sides

Motion by Hark second by Perry to approve Resolution 17-170 relating to a Conditional Use Permit to allow sheet metal siding on an accessory structure on property located at 8803 Inver Grove Trail.

Ayes: 5

Nays: 0 Motion carried.

III. ADMINISTRATION:**C. CITY OF INVER GROVE HEIGHTS; Consider Bow Hunting Property Exception Requests**

Ally Hillstrom City Government Intern summarized the three applications received for the property exception requests. She illustrated the areas on the map. She went over the process of applying for the property exception including the proficiency test requirement. She reviewed the bow and arrow ordinance. She went over the acreage requirement and family member permission requirement. She stated as part of the ordinance the council is given authority to approve individual parcels for permissible hunting areas. She stated the approval expires annually on December 31st.

City Administrator Lynch stated that staff has denied the applications because they are not in the permitted area of the map and they do not meet the buffer setbacks as required. But exceptions from the city have been granted in the past. He stated the council has the authority to grant exceptions.

Jim Krech 2565 62nd Street E, applicant applied for exceptions at 2565 and 2585 62nd Street E and 2615 62nd St. She went over the amount of deer taken in the last three years. He stated that one buck is only allowed but we can hunt as many doe(s) as we want. He stated there is a deer problem and the hunt has been successful.

Thomas Brooks, 352 Park Lane in South St. Paul, he stated he will be the hunter on the property located at 8345 Delaney Cir E with owner Robert Murphy. He described the property. He stated there is 150 feet drop off into a wetland. He stated he has 32 years of bow hunting experience. He stated neighbors were asking him to help manage the deer problem in the area. He stated the unrestricted area is 100 yards from the property. He stated there are no trails and everything is downhill.

Rob Illetschko, 8920 89th Ct E. he stated they harvested one deer and it was deemed a successful season.

Councilmember Bartholomew stated its important to do this service and keep the deer population down to a manageable amount. He stated he supports all three applications. Mayor Tourville stated he doesn't have an issue with the three applicants. He stated deer can cause accidents and this keeps the deer population down. He stated the council is granting a privilege.

Tourville stated the city doesn't allow deer feeding. Councilmember Hark stated that one mention was nine that were taken and supports this permit.

Motion by Bartholomew second Hark to approve all three property exceptions at 2565 and 2585 62nd Street E and 2615 62nd St, 8345 Delaney Cir E. and 8920 89th Ct E. A resolution will be drafted to include all three applications in one resolution. The resolution will be on the following meeting's agenda.

Ayes: 5

Nays: 0 Motion carried.

City Administrator Lynch stated that the approval of the 8345 Delaney Circle includes a non-property owner hunting on a property that doesn't allow for hunting due to the size.

D. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of Ordinance to repeal Title 10, Chapter 5, Section 11: Predatory Offender Residency

City Attorney Kuntz stated the first reading of this ordinance was held on August 28, 2017. At that time, the council directed them to bring back information on an exception to the restriction which would be to add the language a residence where certain relatives of the offender also resided. Kuntz stated cities in

Dakota County that do not have the resident restriction are Burnsville, Lakeville, Eagan, Mendota Heights and Northfield do not have a predatory offender residency restriction. He stated there are six cities that do have a restriction those are Apple Valley, Farmington, Rosemount, Hastings, West St. Paul and South St. Paul, of those six, four of them have identified a family residency exception where if the residence is occupied by a family member it would be an eligible place for the offender to reside. The description of the family members was discussed and is outlined in the memo. Kuntz stated that the memo mirrors the same language that the state uses for licensed daycares and schools.

Lynch presented the map, and included daycares and educational centers. He illustrated the recent changes to the map.

Kuntz stated the prohibited areas changed because the state has a different licensing description so all were identified and added to the map.

Councilmember Piekarski Krech asked about legal liability if any for non-licensed home daycares. Kuntz stated there is no liability for the city. He stated the only way to identify them is for them to come forward. The city doesn't have liability for not identifying them. Tourville stated child-care licensing is done through the county and the state.

Kimberly Cleary, 6361 Crosby Ave. she asked the city to include bus stop areas as restricted areas.

Councilmember Piekarski Krech stated that they have to be allowed to live somewhere and if we don't allow them to live anywhere we will have legal suits. She stated then they will be able to live anywhere. She stated there is a fine line.

City Administrator Lynch stated there are two paths that cities choose: the resident restrictions or the local distances from daycares, schools etc. He stated that 90% of the cities have chosen residency restrictions. Lynch stated cities have not approved distances because of the legal uncertainties. He stated groups representing sexual predators can challenge the cities on these restrictions.

Councilmember Piekarski Krech stated if we make it too strict we will not win in court then we will lose control. Resident Cleary stated she wanted more distance from the public areas. Cleary stated what do we do if some family member chooses to live near a school and daycare and allows a sexual predator to live with them.

Councilmember Piekarski Krech discussed the importance of the stability factor for sexual predators. She discussed the advantages of the community knowing what the sexual predator looks like. Resident Cleary stated she is concerned with the distances these people can be from public places and young children. Tourville discussed the importance of public input. He discussed that level III predators are watched by police and have to abide by the law. He stated level I and II are the ones that aren't identified. Cleary asked if staff can add bus stops to the map. Staff discussed the timing issue with approving the ordinance and the expiration of the temporary ordinance currently in place. Lynch expressed concern over mixing the purposes between residency restriction and local but referred to the city attorney. Tourville asked that city staff provide the ordinance and map to the school district for input.

Jessica Staples 6460 Craig Ave. she stated she's been a resident less than a year. She stated a predator moved in to her neighborhood and moved out. She stated this predator has tried to move back. She stated the house is only four houses down from her family and their home. She stated her daughter is the same age as the second victim that this predator hurt. She stated he reoffended. She asked that the city council not allow for the residency restriction so this person does not move in by her family.

Interim Chief Folmar stated that the Department of Corrections is the one who stated putting them with family is the most stable environment for these predators. Folmar stated the issue with predators is that they are in and out of these homes. Folmar stated he has not received word that this particular predator is

moving back to Inver Grove Heights. Resident Staples stated the last time the predator moved in the residents only found out two days before. Interim Chief Folmar stated they are not given advance warning. Resident Staples stated she is asking for the resident restriction exception to be denied. She stated she doesn't understand why they would approve the ordinance if there is a residency restriction.

Lynch stated that the first reading didn't have the residency restriction but on the council's direction it was added to the ordinance. Lynch stated that the city did hear from the Department of Corrections and stated that these people can become homeless and can be in your community and you wouldn't know where they are because they're not registered and they're a transitional population.

Lynch stated that the council could approve the second reading as the final so the ordinance is approved. He stated we can modify afterwards. The advantage would be to decrease the gap from the temporary ordinance to this ordinance. Tourville stated he didn't see the advantage of doing that.

Councilmember Piekarski Krech stated she thought it didn't have to be published to be effective. Kuntz responded that it has to be published to be effective.

Kuntz stated the question is does it become effective upon date of publication or 5 days after publication.

Councilmember Piekarski Krech stated Eagan doesn't have restrictions for predatory offenders. She stated she doesn't understand why the push to get the ordinance approved needs to be done quickly. She stated she is most worried about whether or not this will hold up in court.

Tourville stated he wants to follow the process. He stated this is a sensitive issue. He wants a very informed public. Councilmember Hark stated he is concerned with the gap of the ordinance and the publication. He stated the gap exists. He discussed that the court hasn't decided on these types of ordinances. Councilmember Piekarski Krech expressed her concern with the ordinance if the resident restrictions exception was removed.

Rachel Smith, 7182 Angus Ave. she discussed working with kids and recommended that the schools get involved to help form a committee.

Councilmember Perry discussed her struggles with adding the resident restriction part to the ordinance. She discussed that she has young kids and was affected by what happened last year with the predator moving into the city.

Councilmember Piekarski Krech commented that the Jacob Wetterling education committee presentation changed her way of thinking. She stated the predators you should watch out for are people your children already know. She stated her biggest fear is making this too restrictive and losing the ability to not allow a predatory offender in the city. She commended the police department for visiting and checking on level 1 and 2 sexual predatory offenders. She stated checks are done 1-2 times a year and randomly throughout the year.

Motion by Piekarski Krech second by Bartholomew to move the second reading of an ordinance to adopt permanent predatory offender ordinance that includes the resident restrictions.

Councilmember Piekarski Krech stated that the residents should come to the third reading if they want to express their opinion and have input. Tourville stated that the bus stop additions will be considered.

Mayor Tourville discussed how much he got out of the Jacob Wetterling Foundation's presentation and was disappointed by the turn out and lack of participation. He stated this is the educational piece that is needed.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Lynch updated the council on the Police Chief search and stated they have 18 candidates and closes on September 18, 2017.

A draft of the street project for the county regarding 117th/Akron for a 25-year plan. He stated the county is meeting in October and would like direction from the city.

Lynch stated the RFP Architect bids went out and six were received. He stated Fire Chief Thill would like to schedule interviews on Sept 18th at 6pm and invited councilmembers to attend. The council set the meeting for September 18th at 6pm at the Inver Grove Heights City Hall.

Motion by Piekarski Krech second by Hark the council set the meeting for September 18th at 6pm at City Hall.

Tourville discussed 117th and Akron and asked that the county and the public be open to discussing this issue in a meeting before the council approves the 25-year Transportation plan.

Tourville thanked staff for being a part of the Inver Grove Heights Days.

9. ADJOURN:

Motion by Hark second by Perry to adjourn. The meeting was adjourned by a unanimous vote at 9: 06pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 9, 2017
 Item Type: Consent
 Contact: Kristi Smith 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 September 21, 2017 to October 4, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 4, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$351,840.87
Debt Service & Capital Projects	126,728.66
Enterprise & Internal Service	69,786.10
Escrows	9,943.18
Grand Total for All Funds	<u><u>\$558,298.81</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period September 21, 2017 to October 4, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 4, 2017**

WHEREAS, a list of disbursements for the period ending October 4, 2017 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	\$351,840.87
Debt Service & Capital Projects	126,728.66
Enterprise & Internal Service	69,786.10
Escrows	9,943.18
Grand Total for All Funds	<u><u>\$558,298.81</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of October, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 09/21/2017 - 10/04/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	196371	09/27/2017	2/20/17	101.42.4200.423.60065	74.85
ADVANCED GRAPHIX, INC.	196396	09/27/2017	2/22/17	101.42.4200.423.60065	120.00
BARNA, GUZY, & STEFFEN LTD	177203	09/27/2017	50003-005	101.41.1100.413.30430	52.00
CENTURY COLLEGE	00654263	09/27/2017	00257718	101.42.4200.423.30700	1,295.00
CITY OF MINNEAPOLIS RECEIVABLES	400451001444	09/27/2017	612005356	101.42.4000.421.30700	1,849.50
COLLINS ELECTRICAL CONST.	1731338.01	10/04/2017	9/26/17	101.43.5200.443.40046	2,215.76
COLLINS ELECTRICAL CONST.	1731652.01	10/04/2017	9/26/17	101.43.5200.443.40046	127.75
COMCAST	9/5/17 8772 10 591 035952	09/27/2017	8772 10 591 0359526	101.42.4200.423.60065	10.54
CULLIGAN	8/31/17 157-98459100-6	09/27/2017	157-98459100-6	101.42.4200.423.60065	61.70
DAKOTA CTY FINANCIAL SVCS	00027095/00027102	10/04/2017	P0001754	101.42.4000.421.70501	60,180.37
EFTPS	INV0067295	09/29/2017	FEDERAL WITHHOLDING	101.203.2030200	50,787.71
EFTPS	INV0067297	09/29/2017	MEDICARE WITHHOLDING	101.203.2030500	12,735.98
EFTPS	INV0067298	09/29/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,355.14
FERRELLGAS	1097896313	10/04/2017	7754787	101.43.5200.443.60016	15.87
FIRST IMPRESSION GROUP, THE	76401	09/27/2017	3022	101.44.6000.451.50030	573.62
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0067279	09/29/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0067280	09/29/2017	HSA ELECTION-SINGLE	101.203.2032500	3,771.85
GENESIS EMPLOYEE BENEFITS, INC	IN1100747	09/27/2017	8/1/17-8/31/17	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1105926	10/04/2017	6/1/17-6/30/17	101.42.4000.421.30550	41.25
GENESIS EMPLOYEE BENEFITS, INC	IN1105927	10/04/2017	7/1/17-7/31/17	101.42.4000.421.30550	41.25
GERTENS	1001/12	09/27/2017	103566	101.44.6000.451.60016	119.40
GERTENS	974/12	09/27/2017	103566	101.44.6000.451.60065	496.30
GERTENS	A05849/12 B	09/27/2017	103566	101.44.6000.451.60016	(10.12)
GERTENS	19563/6	10/04/2017	103566	101.43.5200.443.60016	60.00
ICMA RETIREMENT TRUST - 457	INV0067281	09/29/2017	ICMA-AGE <49 %	101.203.2031400	4,891.53
ICMA RETIREMENT TRUST - 457	INV0067282	09/29/2017	ICMA-AGE <49	101.203.2031400	5,327.30
ICMA RETIREMENT TRUST - 457	INV0067283	09/29/2017	ICMA-AGE 50+ %	101.203.2031400	1,425.66
ICMA RETIREMENT TRUST - 457	INV0067284	09/29/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0067285	09/29/2017	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0067292	09/29/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,443.07
ICMA RETIREMENT TRUST - 457	INV0067293	09/29/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0067294	09/29/2017	ROTH-AGE <49 %	101.203.2032400	137.24
INFINITY WIRELESS	41216	09/27/2017	9/18/17	101.42.4200.423.30700	2,390.00
J.D. NELSON CONSTRUCTION LLC.	1063	10/04/2017	10/1/17	101.45.3000.419.30700	175.00
LEADING EDGE COACHING & DEVELOPMENT, II	1242	09/27/2017	9/15/17	101.41.1100.413.30700	3,000.00
LOCAL GOVERNMENT INFORMATION SYSTEM (44099		09/27/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SYSTEM (44109		09/27/2017	111541	101.42.4200.423.30700	129.00
LOCAL GOVERNMENT INFORMATION SYSTEM (44169		09/27/2017	106325	101.42.4000.421.70501	690.00
LOCAL GOVERNMENT INFORMATION SYSTEM (165015		09/27/2017	2017 ALPR AUDIT	101.42.4000.421.70501	287.50
LOCAL GOVERNMENT INFORMATION SYSTEM (165015 B		09/27/2017	2017 ALPR AUDIT	101.42.4000.421.70501	690.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1268667	09/27/2017	GROUP #012439	101.203.2031700	2,975.52
METROPOLITAN COUNCIL	AUGUST 2017	09/22/2017	AUGUST 2017	101.41.0000.3414000	(298.20)
MINNEAPOLIS OXYGEN CO.	00013858	09/27/2017	01910	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	00013859	09/27/2017	01915	101.42.4200.423.30700	64.79
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0067277	09/29/2017	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0067278	09/29/2017	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF REVENUE	INV0067296	09/29/2017	STATE WITHHOLDING	101.203.2030300	19,882.93
MN LIFE INSURANCE CO	OCTOBER 2017	10/04/2017	POLICY #0027324	101.203.2030900	3,364.55
MN NCPERS LIFE INSURANCE	OCTOBER 2017	10/04/2017	OCTOBER 2017	101.203.2031600	304.00
MN STATE FIRE CHIEFS ASSOCIATION	200002120	09/27/2017	9/20/17	101.42.4200.423.50080	340.00
MSFDA	9/25/17 RENEWAL	09/27/2017	RENEWAL	101.42.4200.423.50070	7.00
MTI DISTRIBUTING CO	1120352-00 B	10/04/2017	91180	101.44.6000.451.40047	9.00
PERA	INV0067286	09/29/2017	PERA COORDINATED PLAN	101.203.2030600	36,980.68
PERA	INV0067287	09/29/2017	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,844.70
PERA	INV0067288	09/29/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0067289	09/29/2017	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0067290	09/29/2017	PERA POLICE & FIRE PLAN	101.203.2030600	13,887.46
PERA	INV0067291	09/29/2017	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	20,831.19
PRO TECH RESTORATION	209008	10/04/2017	BD2017-2979	101.45.0000.3221000	80.00
RCM SPECIALTIES, INC.	6321	10/04/2017	9/20/17	101.43.5200.443.60016	887.60
SHRED-IT	8123157147	10/04/2017	15212695	101.42.4000.421.30700	98.97
SPRINGSTED, INC.	000443.110-2	09/27/2017	9/11/17	101.41.1100.413.30500	8,154.70
SPRINT	842483314-190	10/04/2017	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-190	10/04/2017	Telephone	101.41.1100.413.50020	34.99
SPRINT	842483314-190	10/04/2017	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-190	10/04/2017	Telephone	101.45.3000.419.50020	34.99
THOMSON REUTER - WEST	836795186	09/27/2017	8/1/17-8/31/17	101.42.4000.421.30700	199.56
ULI MINNESOTA	2017-2018	10/04/2017	REGISTRATION 2017-2018	101.45.3000.419.50070	200.00
ULINE	90680183	10/04/2017	11482624	101.42.4000.421.60065	223.06

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0381991	10/04/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0381991	10/04/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0383044	10/04/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0383044	10/04/2017	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0384091	10/04/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0384091	10/04/2017	1051948	101.44.6000.451.60045	24.47
ZZ HEALTHEAST MEDICAL TRANSPORT	17-28716	10/04/2017	7/13/17	101.42.4000.421.30700	85.00
Fund: 101 - GENERAL FUND					315,790.66
TAKE 5 MEDIA GROUP, LLC	42409	09/27/2017	43094	201.44.1600.465.50025	450.00
Fund: 201 - C.V.B. FUND					450.00
ANDERSON RACE MANAGEMENT	20000-140	09/27/2017	9/18/17	204.44.6100.452.30700	1,025.00
FIRST IMPRESSION GROUP, THE	76401	09/27/2017	3022	204.44.6100.452.50030	3,441.72
HENDRICKSON, STANLEY OR CHRISTINE	9/14/17	09/27/2017	REFUND	204.44.0000.3470000	66.00
LIL SLUGGERS ST. PAUL	20170717IGH	09/27/2017	CAMP REGISTRATIONS	204.44.6100.452.30700	2,103.75
LIL SLUGGERS ST. PAUL	20170726IGH	10/04/2017	9/26/17	204.44.6100.452.30700	446.25
SAVE A LIFE	4537	09/27/2017	9/18/17	204.44.6100.452.30700	156.00
Fund: 204 - RECREATION FUND					7,238.72
AQUA LOGIC, INC.	46678	09/27/2017	8/1/17	205.44.6200.453.40040	4,683.20
COMMON SENSE BUILDING SERVICES, INC.	41951	10/04/2017	9/15/17	205.44.6200.453.40040	7,433.81
FIRST IMPRESSION GROUP, THE	76401	09/27/2017	3022	205.44.6200.453.50030	6,022.85
GERTEN, MARGARET	9/11/17	09/27/2017	REFUND	205.44.0000.3493501	108.00
HEALTHY CONTRIBUTIONS LLC	5/19/17	06/07/2017	IND11359	205.44.6200.453.70600	15.15
HEALTHY CONTRIBUTIONS LLC	8/1/17	10/04/2017	057566	205.44.6200.453.70600	15.15
HUEBSCH SERVICES	3941245	09/27/2017	92965	205.44.6200.453.40040	224.61
HUEBSCH SERVICES	3941245	09/27/2017	92965	205.44.6200.453.40040	59.70
M & J SERVICES, LLC	1722	09/27/2017	9/11/17	205.44.6200.453.80200	2,270.00
MEDICINE LAKE TOURS	8/24/17	10/04/2017	8/24/17	205.44.6200.453.50090	384.00
TRIDISTRICT COMMUNITY ED	9/13/17	09/27/2017	125 WALKING BUTTONS	205.44.6200.453.60065	125.00
Fund: 205 - COMMUNITY CENTER					21,341.47
LANDMARK ENVIRONMENTAL, LLC	15084.05-1	10/04/2017	15084.05	290.45.3000.419.30700	7,020.02
Fund: 290 - EDA OPERATING					7,020.02
METROPOLITAN COUNCIL	AUGUST 2017	09/22/2017	AUGUST 2017	404.217.2170000	29,820.00
Fund: 404 - SEWER CONNECTION FUND					29,820.00
KAMISH EXCAVATING	17-151	10/04/2017	5039 BRENT AVE	436.45.3000.419.30700	28,419.00
WSB & ASSOCIATES, INC.	9/1/17 3	09/27/2017	R-010132-000	436.44.5900.736.30300	4,132.00
WSB & ASSOCIATES, INC.	9/1/17 9	09/27/2017	0-001702-280	436.44.5900.736.30300	6,975.00
Fund: 436 - 2016 IMPROVEMENT FUND					39,526.00
STANDARD SIDEWALK, INC.	FINAL PAY VO. NO. 1	10/04/2017	CITY PROJECT 20017-06	437.73.5900.737.80300	51,509.75
Fund: 437 - 2017 IMPROVEMENT FUND					51,509.75
KIMLEY-HORN & ASSOCIATES, INC.	9934055	10/04/2017	160547020.3	446.74.5900.746.30300	2,188.91
WSB & ASSOCIATES, INC.	9/21/17 2	10/04/2017	0-001702-290	446.74.5900.746.30300	934.00
Fund: 446 - NW AREA					3,122.91
JOEL CARLSON	9/15/17	09/27/2017	OCTOBER 2017	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
MID STATE PLUMBING & HEATING, INC.	89791	10/04/2017	3/31/17	454.43.5500.446.40025	1,750.00
Fund: 454 - LANDFILL ABATEMENT					1,750.00
BATTERIES PLUS-WSP	030-677568	09/27/2017	c-1034	501.50.7100.512.60040	97.57
CORE & MAIN LP	H775578	10/04/2017	099872	501.50.7100.512.75500	5,144.34
ELROY'S ELECTRIC SERVICE	5636	10/04/2017	9/26/17	501.50.7100.512.40040	68.00
HAWKINS, INC.	4150237	09/27/2017	108816	501.50.7100.512.60019	620.40
MN PIPE & EQUIPMENT	0388611	10/04/2017	2195	501.50.7100.512.60040	124.63
SHORT ELLIOTT HENDRICKSON, INC.	338681	09/27/2017	4340	501.50.7100.512.30300	82.80
SPRINT	842483314-190	10/04/2017	Telephone	501.50.7100.512.50020	69.98
TKDA	002017003601	09/27/2017	IGH - 2017 WATER METER READING	501.50.7100.512.30700	1,523.98
TOTAL CONSTRUCTION & EQUIP.	72525	10/04/2017	CIT001	501.50.7100.512.40040	101.95
Fund: 501 - WATER UTILITY FUND					7,833.65
DAKOTA CTY TREASURER	AUGUST 2017	09/22/2017	AUGUST 2017	502.207.2070100	220.00
FLEXIBLE PIPE TOOL COMPANY	21650	10/04/2017	9/28/17	502.51.7200.514.40042	396.50
Fund: 502 - SEWER UTILITY FUND					616.50
BREAKTHRU BEVERAGE MINNESOTA	1090762026	09/27/2017	102294	503.52.8300.524.76150	231.60
BREAKTHRU BEVERAGE MINNESOTA	1080691887	10/04/2017	102294	503.52.8300.524.76150	79.80
BREAKTHRU BEVERAGE MINNESOTA	1090764889	10/04/2017	102294	503.52.8300.524.76150	72.00
DENNY'S 5TH AVENUE BAKERY	676832	09/27/2017	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	677399	10/04/2017	IW185	503.52.8300.524.76050	66.48
DENNY'S 5TH AVENUE BAKERY	678049	10/04/2017	IW185	503.52.8300.524.76050	53.06
DRAFT TECHNOLOGIES	9251703	10/04/2017	9/25/17	503.52.8300.524.40042	55.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FIRST IMPRESSION GROUP, THE	76401	09/27/2017	3022	503.52.8500.526.50025	286.81
HEGGIES PIZZA	2312653	09/27/2017	1708	503.52.8300.524.76050	109.20
JJ TAYLOR DIST. COMPANY OF MN	2752243	10/04/2017	00834	503.52.8300.524.76150	115.40
JOHNSON BROTHERS LIQUOR COMPANY INC.	32080861	10/04/2017	125656	503.52.8300.524.76150	124.00
MN GOLF ASSOCIATION, INC.	9/15/17 45-0413-02	10/04/2017	45-0413-02	503.52.8000.521.70250	66.00
MN GOLF ASSOCIATION, INC.	9/15/17 45-0413-03	10/04/2017	45-0413-03	503.52.8000.521.70250	22.00
MN GOLF ASSOCIATION, INC.	9/15/17 45-0413-05	10/04/2017	45-0413-05	503.52.8000.521.70250	22.00
MTI DISTRIBUTING CO	1141015-00	10/04/2017	402307	503.52.8600.527.40042	155.61
NATURE CALLS, INC.	25384	10/04/2017	8/31/17	503.52.8600.527.40065	124.27
SHAMROCK GROUP	2165360	10/04/2017	9/22/17	503.52.8300.524.76100	112.04
TITLEIST	904788701	10/04/2017	9/20/17	503.52.8200.523.76400	100.58
UNIFIRST CORPORATION	090 0382066	09/27/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0383126	10/04/2017	1258268	503.52.8600.527.60045	69.94
YAMAHA GOLF & UTILITY, INC.	01-202007	09/27/2017	INVERWOOD	503.52.8400.525.40041	300.00
Fund: 503 - INVER WOOD GOLF COURSE					2,298.26
BJORKLUND COMPENSATION CONSULTING, LL	00003791	09/27/2017	9/15/17	602.00.2100.415.30700	8,740.00
Fund: 602 - RISK MANAGEMENT					8,740.00
COMMON SENSE BUILDING SERVICES, INC.	41951	10/04/2017	9/15/17	603.00.5300.444.40040	307.00
CONTINENTAL RESEARCH CORP	455041-CRC-1	10/04/2017	IGH0001	603.00.5300.444.60012	241.00
EMERGENCY APPARATUS MAINTENANCE	8/22/17 95598	10/04/2017	8/22/17	603.00.5300.444.40041	1,801.19
EMERGENCY APPARATUS MAINTENANCE	9/5/17 95431	10/04/2017	9/5/17	603.00.5300.444.40041	755.11
FACTORY MOTOR PARTS COMPANY	1-Z12085	10/04/2017	10799	603.140.1450050	114.65
FLEETPRIDE	87536713	10/04/2017	9/14/17	603.00.5300.444.40041	2,235.16
HEALTHCAST VEHICLE SERVICES	24324	09/27/2017	8/30/1	603.00.5300.444.80700	13,609.91
INVER GROVE FORD	5239557	10/04/2017	9/26/17	603.00.5300.444.40041	232.24
KREMER SERVICES LLC	51775	10/04/2017	65804	603.00.5300.444.40041	167.94
MASTER MECHANICAL INC	48901	10/04/2017	CITINV	603.00.5300.444.40040	3,710.80
MID CITY SERIVCES, INC.	66908	09/27/2017	9/15/17	603.00.5300.444.40065	45.75
MIDWEST LIFT WORKS LLC	1748	10/04/2017	9/21/17	603.00.5300.444.40040	1,220.54
MN DEPT OF REVENUE	8/31/17	09/22/2017	AUGUST 2017 PETRO TAX	603.00.5300.444.60021	385.04
O' REILLY AUTO PARTS	1767-290338	10/04/2017	1578028	603.140.1450050	21.90
O' REILLY AUTO PARTS	1767-290364	10/04/2017	1578028	603.140.1450050	30.94
O' REILLY AUTO PARTS	1767-290539	10/04/2017	1578028	603.00.5300.444.60012	9.18
O' REILLY AUTO PARTS	1767-290895	10/04/2017	1578028	603.00.5300.444.40041	12.75
O' REILLY AUTO PARTS	1767-290934	10/04/2017	1578028	603.00.5300.444.40041	214.48
O' REILLY AUTO PARTS	1767-291329	10/04/2017	1578028	603.00.5300.444.40041	84.33
O' REILLY AUTO PARTS	1767-291330	10/04/2017	1578028	603.00.5300.444.60012	34.48
O' REILLY AUTO PARTS	1767-291338	10/04/2017	1578028	603.00.5300.444.40041	(36.00)
O' REILLY AUTO PARTS	1767-291369	10/04/2017	1578028	603.00.5300.444.40041	(12.41)
O' REILLY AUTO PARTS	1767-291371	10/04/2017	1578028	603.00.5300.444.40041	7.99
O' REILLY AUTO PARTS	1767-291375	10/04/2017	1578028	603.00.5300.444.40041	21.26
O' REILLY AUTO PARTS	1767-291380	10/04/2017	1578028	603.00.5300.444.40041	4.99
O' REILLY AUTO PARTS	1767-291508	10/04/2017	1578028	603.140.1450050	41.65
O' REILLY AUTO PARTS	1767-291509	10/04/2017	1578028	603.140.1450050	16.01
O' REILLY AUTO PARTS	1767-291696	10/04/2017	1578028	603.00.5300.444.40041	42.10
OXYGEN SERVICE COMPANY, INC	08104816	10/04/2017	04393	603.00.5300.444.60012	126.57
POMP'S TIRE SERVICE, INC.	980041965	10/04/2017	4502557	603.140.1450050	816.12
SOUTH EAST TOWING	207615	09/19/2017	9/	603.00.5300.444.40041	84.00
UNIFIRST CORPORATION	090 0381991	10/04/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0381991	10/04/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0383044	10/04/2017	1051948	603.00.5300.444.40065	120.08
UNIFIRST CORPORATION	090 0383044	10/04/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0384091	10/04/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0384091	10/04/2017	1051948	603.00.5300.444.60045	49.52
WESTERN PETROLEUM COMPANY	97518592-41801	10/04/2017	112741	603.140.1450050	1,339.57
Fund: 603 - CENTRAL EQUIPMENT					28,260.62
COORDINATED BUSINESS SYSTEMS	CNIN254899	10/04/2017	4502588	604.00.2200.416.40050	3,019.62
Fund: 604 - CENTRAL STORES					3,019.62
COMMON SENSE BUILDING SERVICES, INC.	41951	10/04/2017	9/15/17	605.00.7500.460.40040	3,821.17
HUEBSCH SERVICES	3941244	09/27/2017	100075	605.00.7500.460.40065	115.98
J.H. LARSON COMPANY	S101569172.001	10/04/2017	29039	605.00.7500.460.60065	109.60
LONE OAK COMPANIES	75934	09/27/2017	8/31/17	605.00.7500.460.50035	458.60
Fund: 605 - CITY FACILITIES					4,505.35
ALLSTREAM BUSINESS US, INC.	14894397	09/27/2017	645862	606.00.1400.413.50020	1,049.00
ALLSTREAM BUSINESS US, INC.	14906089	10/04/2017	887115	606.00.1400.413.50020	1,323.01
CDW GOVERNMENT INC	KDD6094	09/27/2017	2394832	606.00.1400.413.80610	239.33
CDW GOVERNMENT INC	KGP5576	10/04/2017	2394832	606.00.1400.413.80610	1,783.60
CIVICPLUS	165972	10/04/2017	8/1/17	606.00.1400.413.30700	1,500.00
HARRIS COMPUTER SYSTEMS	CT034955	10/04/2017	INV1100	606.00.1400.413.80620	2,063.00
IDEAL SYSTEM SOLUTIONS, INC.	63100	09/27/2017	9/11/17	606.00.1400.413.50070	3,320.00
IDEAL SYSTEM SOLUTIONS, INC.	63258	09/27/2017	9/13/17	606.00.1400.413.50070	3,100.00
TDS METROCOM	9/13/17 651 457 7490	09/27/2017	651 457 7490	606.00.1400.413.50020	134.16
Fund: 606 - TECHNOLOGY FUND					14,512.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHASE AUTO FINANCE	FORFEITURE 16-0586	09/27/2017	JASON DZIEWIC 2HNYD28439H511943	702.229.2291000	6,756.25
INVER GROVE CHIROPRACTIC	8/15/17	09/27/2017	ESCROW REFUND	702.229.2287001	756.23
INVER GROVE STORAGE & RENTAL	8/28/17	09/27/2017	ESCROW RELEASE 9735 ROBERT TR	702.229.2300902	502.35
NORTHERN SERVICE CENTER	19WSVB151121	09/27/2017	CONNOR JAMES CUNNINGHAM	702.229.2291000	350.00
POLACEK FAMILY LLP	9/18/17	09/27/2017	ESCROW REFUND	702.229.2297401	969.37
RAMSEY COUNTY SHERIFF'S DEPT	625UCR12407	09/22/2017	DANDRE BROWN	702.229.2291000	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8221	09/27/2017	9/6/17	702.229.2307200	45.00
RIVER HEIGHTS LAWN AND LANDSCAPE	8/28/17	09/27/2017	ESCROW RELEASE 9601 JEFFERSON	702.229.2296202	363.98
Fund: 702 - ESCROW FUND					9,943.18
Grand Total					558,298.81

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 3 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

Meeting Date: October 9, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #3 for Bid Package #1 for the East Rink Floor Project to Cimco Refrigeration in the amount of \$136,515. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 1 being awarded to Cimco Refrigeration Inc. in the amount of \$472,000.

Bid Package 1 includes the complete replacement of the existing concrete floor to include a new sub-floor heating system/piping, new HDPE floor piping and a concrete floor as well as the installation of a new valve which is currently stuck in a closed position.

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$46,927.02
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$737,800



3

[illegible][illegible]

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

EJCDC C-620 Contractor's Application for Payment © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

TOROMONT**CIMCO**

Page 1 of 1

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVE
INVER GROVE HEIGHTS MN 55077
USA

Ship-to address

VETERANS MEMORIAL COMMUNITY
CENTER
8055 BARBARA AVE E
INVER GROVE HEIGHTS MN 55077
USA

Payment Terms: Due net 10 days

Delivery Terms: FOB

REMIT TO: Cimco Refrigeration Inc.
2502 Commercial Park Dr, Mobile AL 36606, USA

Invoice 90585603

Invoice Date	08/29/2017
Purchase Order	Agreement
Document Type	ZFPR
Order No.	4542
Order Date	06/04/2017
Customer No.	124213
Currency	USD
Invoice Amount	136,515.00
Inquiry Phone No.	251 471-2426
Past due amounts are subject to interest charges of 2.0% per month (24% per annum)	

STEVENS ENGINEERS PROJECT # 900-16-269
BID PACKAGE 1: EAST RINK FLOOR REPLACEMENT

REVISED JULY INVOICE

Project:	A.1200149 Inver Grove-Veterans Memorial-Rink Floor
Price:	472,000.00
Billing Mode:	Progress billing

Labour and Material to Date	420,375.00
Less Previous Billings	283,860.00

Subtotal	136,515.00
Tax	0.00
Invoice Amount	136,515.00
Tax Status	1 - Tax Extra - Standard

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO: STEVENS ENGINEERS
2211 O'NEIL ROAD
HUDSON, WI 54016
FROM: CIMCO REFRIGERATION INC
2502 COMMERCIAL PARK DRIVE
MOBILE AL 36606

PROJECT: 900-16-269
BID PACKAGE 1:
EAST RINK FLOOR
REPLACEMENT
INVER GROVE HEIGHTS, MN

APPLICATION NO: 3
PERIOD TO: 8/31/2017
PROJECT NO: A1200149
Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ File

CONTRACT FOR: VETERANS MEMORIAL CIVIC CENTER

CONTRACT DATE: April 25, 2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM\$ 472,000.00
2. Net change by Change Orders\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 472,000.00
4. TOTAL COMPLETED & STORED TO DATE\$ 442,500.00
(Column G on G703)
5. RETAINAGE:
a. 5 % of Completed Work\$ 22,125.00
(Column D + E on G703)
b. % of Stored Material\$ 0.00
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)\$ 22,125.00
6. TOTAL EARNED LESS RETAINAGE\$ 420,375.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$ 283,860.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE\$ 136,515.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE\$ 51,625.00
(Line 3 less Line 6)

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

CONTRACTOR:

By: Jeffrey W. Nank Date: 8/29/17

State of:

Alabama County of: Mobile

Subscribed and sworn to before me this 29th day of August, 2017

Notary Public:

Tanya Johnston 03/09/2019

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

PROJECT MANAGER'S CERTIFICATE FOR PAYMENT

By: _____ Date: _____

By: _____ Date: _____

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



AIA DOCUMENT G703 PAGE 1 OF 1			Stevens Engineering Veterans Memorial Civic Center - Inver Grove Heights, MN				APPLICATION #: 3		
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification attached.							APPLICATION DATE: 8/24/2017		
In tabulation below, amounts are stated in nearest dollar.							PERIOD TO: 8/31/2017		
Use column 1 on contracts where variable retainage for line items may apply.							PROJECT #: A1200149		
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK PREVIOUS TOTAL	E COMPLETE THIS PERIOD	F MATERIAL STORED THIS PERIOD	G COMPLETE STORED D + E + F	H % G/C	I BALANCE TO FINISH C - G	J RETAINAGE 5%
1	ENGINEERING	\$16,000	\$16,000	\$0	\$0	\$16,000	100%	\$0	\$800
2	TRANSMISSION MAINS	\$15,500	\$0	\$15,500	\$0	\$15,500	100%	\$0	\$775
3	FLOOR MATERIALS	\$82,200	\$82,200	\$0	\$0	\$82,200	100%	\$0	\$4,110
4	FLOOR INSULATION	\$27,200	\$27,200	\$0	\$0	\$27,200	100%	\$0	\$1,360
5	SECONDARY REFRIGERANT	\$6,000	\$0	\$0	\$0	\$0	0%	\$6,000	\$0
6	MECHANICAL INSTALLATION	\$115,000	\$115,000	\$0	\$0	\$115,000	100%	\$0	\$5,750
7	RINK EXCAVATION/DEMOLITION	\$56,900	\$56,900	\$0	\$0	\$56,900	100%	\$0	\$2,845
8	CIVIL SUB CONTRACTOR	\$128,200	\$0	\$128,200	\$0	\$128,200	100%	\$0	\$6,410
9	ELECTRICAL SUBCONTRACTOR	\$6,000	\$1,500	\$0	\$0	\$1,500	25%	\$4,500	\$75
10	START UP COMMISSIONING/SUPER/COMM	\$19,000	\$0	\$0	\$0	\$0	0%	\$19,000	\$0
11									
12									
	TOTAL VALUES	\$472,000	\$298,800	\$143,700	\$0	\$442,500	94%	\$29,500	\$22,125

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Request No 3 – Bid Package 2 – East Rink Floor Project – City Project
2017-05**

Meeting Date: October 9, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #3 for Bid Package #2 for the East Rink Floor Project to Becker Arena Products Inc. in the amount of \$98,200.32. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 2 being awarded to Becker Arena Products Inc. in the amount of \$105,400.00. On July 10th, the Council approved Change Order #1 for Bid Package #2 in the amount of \$3,072.98 bringing the total of Bid Package #2 to \$108,472.98. The overall project is funded with an interest free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

Bid Package 2 includes new dasher boards, glass, gates, doors, supports, etc. The vendor takes ownership of the existing dasher board system, glass, etc.

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$46,927.02
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$737,800



Contractor's Application for Payment No.

د

 ENGINEERS · PLANNERS · SURVEYORS		Application Period: Through September 30, 2017		Application Date: September 18, 2017	
To (Owner): City of Inver Grove Heights		From (Contractor): Becker Arena Products		Via (Engineer): Stevens Engineers, Inc.	
Project: Veterans Memorial Community Center: Bid Package 2 - East Rink Dasher Board Renovation		Contract: 			
Owner's Contract No.:		Contractor's Project No.:		Engineer's Proj No.: 900-16-269	

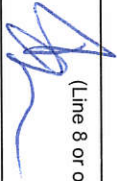
Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
1	\$3,072.98		
TOTALS	\$3,072.98		
NET CHANGE BY CHANGE ORDERS			\$3,072.98

1. ORIGINAL CONTRACT PRICE.....	\$ 105,400.00
2. Net change by Change Orders.....	\$ 3,072.98
3. Current Contract Price (Line 1 ± 2).....	\$ 108,472.98
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 108,472.98
5. RETAINAGE:	
a. 5% X \$108,472.98 Work Completed.....	\$ 5,423.65
b. X _____ Stored Material.....	\$ -
c. Total Retainage (Line 5a + Line 5b).....	\$ 5,423.65
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 103,049.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 4,849.01
8. AMOUNT DUE THIS APPLICATION.....	\$ 98,200.32
9. BALANCE TO FINISH, PLUS RETAINAGE	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		By: See Attached	Date:
Payment of:	\$	98,200.32	
(Line 8 or other - attach explanation of the other amount)			
is recommended by:		9/28/17	(Date)
(Engineer)			
Payment of:	\$	98,200.32	
(Line 8 or other - attach explanation of the other amount)			
is approved by:		9/28/17	(Date)
(Owner)			
Approved by:	N/A	N/A	(Date)
Funding Agency (if applicable)			

Contractor's Application for Payment

[illegible]

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO CONTRACTOR:
Stevens Engineering
2211 O'Neil Road
Hudson WI 54016

FROM SUB-CONTRACTOR:
BECKER ARENA PRODUCTS INC
6611 WEST HWY 13
SAVAGE MN 55378

CONTRACT FOR: Dashboards

PROJECT:
City of Inver Grove Heights
8055 Barbara Ave E
Inver Grove Heights
VIA ARCHITECT:
Stevens Engineering

APPLICATION NO: 1
PERIOD TO: Sept 30, 2017
PROJECT NOS.: 900-16-269
CONTRACT DATE: 4/25/2017

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 105,400.00
2. Net change by Change Orders \$ 3,072.98
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 108,472.98
4. TOTAL COMPLETED & STORED TO DATE \$ 108,472.98
(Column G on G703)
5. RETAINAGE:
a. 5 % of Completed Work \$ 5,423.65
(Columns D + E on G703)
b. % of Stored Material \$
(Columns D + E on G703)
Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 5,423.65
6. TOTAL EARNED LESS RETAINAGE \$ 103,049.33
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,849.01
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 98,200.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 5,423.65
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,072.98	
Total approved this Month		
TOTALS	\$3,072.98	
NET CHANGES by Change Order		\$3,072.98

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

CONTRACTOR
By:  Date: 9-18-17

State of: MN
County of: Scott
Subscribed and sworn to before me this 18th day of Sept, 2017

Notary Public: 
My Commission expires: 1/31/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures Application and on the Continuation Sheet that are changed to conform to the amount ARCHITECT:

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



AIA DOCUMENT G703

DECLARATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 3

APPLICATION DATE: 9/16/2017

PERIOD TO: 9/30/2017

ARCHITECT'S PROJECT NO: 900-16-269

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

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	Dashboards	\$82,205.00		\$82,205.00		\$82,205.00	100%	\$0.00	\$4,110.25	
2	Removal	\$4,180.00		\$0.00		\$4,180.00	100%	\$0.00	\$209.00	
3	Installation	\$12,004.74		\$12,004.74		\$12,004.74	100%	\$0.00	\$600.24	
4	Accessories	\$7,010.26		\$7,010.26		\$7,010.26	100%	\$0.00	\$350.51	
5	Change order	\$924.22		\$0.00		\$924.22	100%	\$0.00	\$46.21	
6	Change order	\$2,148.76		\$2,148.76		\$2,148.76	100%	\$0.00	\$107.44	
		\$108,472.98	\$0.00	\$103,368.76	\$0.00	\$108,472.98		\$0.00	\$5,423.65	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING ON DEVELOPMENT FEES

Meeting Date: October 9, 2017
 Item Type: Consent
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 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 Schedule a Public Hearing on November 13, 2017, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees. The Public Hearing would be continued to the third and final reading on December 11, 2017.

SUMMARY Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City's Code.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 9, 2017
 Item Type: Consent Agenda
 Contact:
 Prepared by: Joe Lynch
 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

Council is asked to set Wednesday, October 25th at 6:00 p.m. as the date and time for a Special meeting to consider, discuss and determine the finalist candidates for the Police Chief position along with the interview questions and possible parties involved in the interview process.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Demolition Contract – 6140 Doffing Avenue

Meeting Date: October 9, 2017
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the Resolution Awarding Contract for Demolition of 6140 Doffing Avenue to Carl Bolander and Sons, as attached. The contract includes the demolition of the Castaways Marina residence.

BACKGROUND

The City took possession of the Castaways Marina residence last summer. The City has been subsequently coordinating the demolition of the residence with the construction of the marina's new storage building. The City sent out a Request for Proposal for demolition to eight contractors. The City received three proposals for the demolition work, as follows:

Carl Bolander and Sons	\$33,250
Lloyd's Construction Services Inc	\$39,635
Max Steininger Inc.	\$44,400

The City's demolition costs will be reimbursed through DNR Floodplain and Community Development Block Grants.

RECOMMENDATION

Staff recommends approval of the Resolution Awarding the Contract for Demolition of 6140 Doffing Avenue to Carl Bolander and Sons in the amount of \$33,250.

Enc: Resolution

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF 6140 DOFFING
AVENUE TO CARL BOLANDER AND SONS**

WHEREAS, the City desires to enter into a contract with a demolition contractor to remove a single-family residence; and

WHEREAS, the City distributed Request for Proposals to eight demolition firms; and

WHEREAS, the City received three complete proposals from Carl Bolander and Sons, Lloyd's Construction Services Inc, and Max Steininger Inc; and

WHEREAS, the City has reviewed these proposals and the firm's qualifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights hereby selects Carl Bolander and Sons to demolish the structure at 6140 Doffing Avenue at a cost of \$33,250 and direct staff to enter into a contract with Carl Bolander and Sons.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of October 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 10, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation

Meeting Date: October 9, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SW *ST*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 7 and Final Pay Voucher No. 10 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

SUMMARY

The improvements were ordered as part of the 2015 Pavement Management Program and 2015 Improvement Program. The contract was awarded in the amount of \$3,060,086.49 to Palda and Sons, Inc. on May 11, 2015 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

Final Compensating Change Order No. 7, in the amount of (\$2,340.00), is to balance the contract amount with the work satisfactorily completed to date. This change order is for City Project No. 2015-09E.

The contractor has completed the work through September 30, 2017 in accordance with the contract plans and specifications, except for areas of turf establishment encompassing portions of seven lots, which the City has agreed to correct under an outside contract in accordance with Paragraph 14.07 of the Standard Conditions of the Construction Contract. See Change Order for a detailed explanation.

I recommend approval of Final Compensating Change Order No. 7 in the amount of (\$2,340.00), for a total contract amount of \$3,289,557.93, and Final Pay Voucher No. 10 in the amount of \$14,119.49 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

TJK/nh

Attachments: Final Compensating Change Order No. 7
 Final Pay Voucher No. 10
 Engineer's Final Report
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 7

2015 Pavement Management Program

City Project No. 2015-09E – 47th St. Area Reconstruction

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	September 30, 2017
Contractor:	Palda and Sons, Inc. 1462 Dayton Ave. St. Paul, MN 55104	Engineer:	Short Elliott Hendrickson, Inc.

PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor. The turf on portions of seven lots never achieved satisfactory acceptance since originally being seeded in the summer of 2015, despite numerous attempts by Palda and Sons to have their subcontractor to complete the work. The City has determined that, in accordance with Paragraph 14.07 of the Standard General Conditions of the Construction Contract, it would be in the best interest of the City, the affected residents, and the City's good relationship with Palda and Sons, to relieve Palda and Sons of responsibility for the turf, hire an outside Contractor to complete the work, and to recover these costs from Palda and Sons as a deduction to their contract. The cost to complete the work through an outside contract is \$2,340.00.

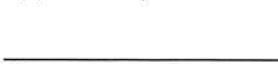
Total Value of Work Completed to Date	\$3,289,557.93
Contract Amount to Date	\$3,291,897.93
Final Compensating Change Order Amount	(\$2,340.00)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$3,060,086.49	Original Contract Time:
Previous Change Orders \$231,811.44	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$3,291,897.93	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order (\$2,340.00)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$3,289,557.93	Contract Time with Approved Change None
Recommended By: 	Approved By: 
Nick Hahn, Senior Engineering Technician	Palda and Sons, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:


George Tourville, Mayor

Date of Council Action:

October 9, 2017

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

ESTIMATE NO: 10 (Final)
DATE: October 9, 2017
PERIOD ENDING: September 30, 2017
CONTRACT: 2015 Pavement Management Program and 2015 Improvement Program
PROJECT NO: 2015-09E – 47th Street Area Reconstruction and 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation

TO: Palda and Sons, Inc.
1462 Dayton Ave.
St. Paul, MN 55104

Original Contract Amount	\$3,060,086.49
Total Addition (Change Order Nos. 1, 2, 3, 4, 5, 6)	\$231,811.44
Total Deduction (Change Order No. 7)	(\$2,340.00)
Total Contract Amount	\$3,289,557.93
Total Value of Work to Date	\$3,289,557.93
Less Retained (0%)	\$0.00
Less Previous Payment	\$3,275,438.44
Total Approved for Payment this Voucher	\$14,119.49
Total Payments including this Voucher	\$3,289,557.93

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 30, 2017.

Signed by: <u>Thomas J. Kaldunski</u>	<u>October 9, 2017</u>
Thomas J. Kaldunski, City Engineer	
Signed by: <u>Jay C. Palda</u>	<u>29 Sep 17</u>
Palda and Sons, Inc.	Date
Signed by: _____	<u>October 9, 2017</u>
George Tourville, Mayor	

Project: 2015 Pavement Management Program
Owner: City of Inver Grove Heights
Contract: SEH No.: INVER 129894

SCHEDULE 1 - 47TH STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION (2015-14)

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
2	2100.601	NIGHT WORK	EACH	3		\$ 1,500.00	\$ 4,500.00	\$ -
3	2104.501	REMOVE WATERMAIN	LF	2008		\$ 5.00	\$ 10,040.00	\$ 10,950.00
4	2104.501	REMOVE WATER SERVICE	EACH	23		\$ 100.00	\$ 2,300.00	\$ 2,600.00
5	2104.509	REMOVE GATE VALVE & BOX	EACH	25		\$ 200.00	\$ 5,000.00	\$ 4,800.00
6	2104.509	REMOVE MANHOLE (SANITARY)	EACH	5		\$ 750.00	\$ 3,750.00	\$ 2,250.00
7	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	4		\$ 50.00	\$ 200.00	\$ 1,200.00
8	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	12		\$ 300.00	\$ 3,600.00	\$ 3,900.00
9	2451.607	CRUSHED ROCK PIPE BEDDING (WATERMAIN)	CY	297		\$ 50.05	\$ 14,864.85	\$ 3,103.10
10	2451.607	CRUSHED ROCK PIPE BEDDING (SANITARY)	CY	155		\$ 50.05	\$ 7,757.75	\$ 19,619.60
11	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10		\$ 400.00	\$ 4,000.00	\$ 2,400.00
12	2503.602	WATER VALVE MANHOLE	EACH	1		\$ 3,393.00	\$ 3,393.00	\$ 3,393.00
13	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	2		\$ 1,528.00	\$ 3,056.00	\$ 12,224.00
14	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	20		\$ 1,385.00	\$ 27,700.00	\$ 33,240.00
15	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	30		\$ 190.00	\$ 5,700.00	\$ 6,080.00
16	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3		\$ 405.00	\$ 1,215.00	\$ 810.00
17	2503.602	8" X 4" PVC WYE	EACH	3		\$ 941.00	\$ 2,823.00	\$ 2,823.00
18	2503.602	4" PVC PIPE SEWER (SANITARY SERVICE) SDR 26	LF	130		\$ 38.60	\$ 5,018.00	\$ 2,817.80
19	2503.603	8" PVC PIPE SEWER (SANITARY) SDR 35	LF	1505		\$ 54.60	\$ 82,173.00	\$ 89,489.40
20	2503.603	EXCAVATION POINT REPAIR	EACH	3		\$ 1,892.00	\$ 5,676.00	\$ 5,676.00
21	2503.603	INFILTRATION LEAK REPAIR	EACH	3		\$ 600.00	\$ 1,800.00	\$ 1,800.00
22	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	30		\$ 150.00	\$ 4,500.00	\$ 4,500.00
23	2504.601	TEMPORARY WATER SYSTEM	LS	1		\$ 19,400.00	\$ 19,400.00	\$ 20,370.00
24	2504.602	8" GATE VALVE AND BOX (NEW PIPE)	EACH	11		\$ 2,807.00	\$ 30,877.00	\$ 28,070.00
25	2504.602	CUT IN 6" GATE VALVE AND BOX	EACH	12		\$ 3,748.00	\$ 44,976.00	\$ 48,724.00
26	2504.602	CUT IN 12" GATE VALVE AND BOX	EACH	3		\$ 6,473.00	\$ 19,419.00	\$ 19,419.00
27	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	12		\$ 7,269.00	\$ 87,228.00	\$ 101,766.00
28	2504.602	1" CORPORATION STOP	EACH	25		\$ 178.00	\$ 4,450.00	\$ 4,984.00
29	2504.602	1" CURB STOP AND BOX	EACH	25		\$ 265.00	\$ 6,625.00	\$ 7,420.00
30	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	10		\$ 1,345.00	\$ 13,450.00	\$ -
31	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	23		\$ 321.00	\$ 7,383.00	\$ 8,346.00
32	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	6		\$ 793.00	\$ 4,758.00	\$ 18,239.00
33	2504.602	ADJUST GATE VALVE	EACH	2		\$ 400.00	\$ 800.00	\$ 5,200.00
34	2504.602	ADJUST CURB STOP BOX	EACH	14		\$ 130.00	\$ 1,820.00	\$ 260.00
35	2504.603	1" COPPER, TYPE K	LF	810		\$ 42.64	\$ 34,538.40	\$ 35,519.12
36	2504.603	8" DIP WATERMAIN CL. 52	LF	2096		\$ 47.30	\$ 99,140.80	\$ 102,499.10
37	2504.604	4" POLYSTYRENE INSULATION	SY	21		\$ 35.00	\$ 735.00	\$ 140.00
38	2504.608	DUCTILE IRON FITTINGS (EPOXY COATED)	LB	1085		\$ 9.05	\$ 9,819.25	\$ 27,602.50
39	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	7		\$ 704.00	\$ 4,928.00	\$ 16,896.00
40	2506.522	ADJUST CASTING (SANITARY)	EACH	19		\$ 704.00	\$ 13,376.00	\$ -
41	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (SANITARY)	EACH	7		\$ 4,703.00	\$ 32,921.00	\$ 32,921.00
TOTAL SCHEDULE 1 - 47TH STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION (2015-14)							\$ 785,711.05	\$ 842,051.62

SCHEDULE 2 - 47TH STREET AREA RECONSTRUCTION (2015-09E)									
Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1	2021.501	MOBILIZATION	LS	1	1	\$ 295,700.00	\$ 295,700.00	\$ 295,700.00	
2	2031.501	FIELD OFFICE	EACH	1	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
3	2101.502	CLEARING	TREE	30	72	\$ 225.00	\$ 6,750.00	\$ 16,200.00	
4	2101.507	GRUBBING	TREE	30	77	\$ 150.00	\$ 4,500.00	\$ 11,550.00	
5	2104.501	REMOVE CURB AND GUTTER	LF	13220	14128	\$ 4.36	\$ 57,639.20	\$ 61,598.08	
6	2104.501	REMOVE SEWER PIPE (STORM)	LF	504	538	\$ 7.96	\$ 4,011.84	\$ 4,282.48	
7	2104.501	REMOVE CATCH BASIN OR MANHOLE	EACH	21	24	\$ 750.00	\$ 15,750.00	\$ 18,000.00	
8	2104.503	REMOVE CONCRETE SIDEWALK	SF	252	327	\$ 1.00	\$ 252.00	\$ 327.00	
9	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	4005	1986	\$ 1.00	\$ 4,005.00	\$ 1,986.00	
10	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	1241	1188	\$ 3.42	\$ 4,244.22	\$ 4,062.96	
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	1239	1324	\$ 7.17	\$ 8,883.63	\$ 9,493.08	
12	2104.507	REMOVE CONCRETE STEPS	SF	25	35.5	\$ 4.00	\$ 100.00	\$ 142.00	
13	2104.509	REMOVE CASTING AND RINGS (STORM)	EACH	1	11	\$ 50.00	\$ 50.00	\$ 550.00	
14	2104.523	SALVAGE SIGN TYPE C	EACH	17	17	\$ 25.00	\$ 425.00	\$ 425.00	
15	2105.501	COMMON EXCAVATION (EV) (P)	CY	33741	34936	\$ 7.27	\$ 245,297.07	\$ 253,984.72	
16	2105.507	SUBGRADE EXCAVATION (EV)	CY	250	1902	\$ 8.89	\$ 2,222.50	\$ 16,908.78	
17	2105.522	SELECT GRANULAR BORROW (CV)	CY	20336	22595	\$ 9.96	\$ 202,546.56	\$ 225,046.20	
18	2105.541	STABILIZING AGGREGATE	CY	200	235.32	\$ 50.05	\$ 10,010.00	\$ 11,777.77	
19	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	30459	29285	\$ 0.75	\$ 22,844.25	\$ 21,963.75	
20	2123.61	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	40	75.5	\$ 140.00	\$ 5,600.00	\$ 10,570.00	
21	2130.601	WATER USAGE ALLOWANCE	LS	1	1	\$ 10,000.00	\$ 10,000.00	\$ -	
22	2211.501	AGGREGATE BASE (CV) CLASS 5Q	TON	6536	8567.49	\$ 11.01	\$ 71,961.36	\$ 94,328.06	
23	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE), DW & SW	TON	774	852.85	\$ 16.71	\$ 12,933.54	\$ 14,251.12	
24	2232.501	MILL BITUMINOUS SURFACE (2" DEPTH)	SY	580	725	\$ 5.10	\$ 2,958.00	\$ 3,697.50	
25	2232.501	EDGE MILL BITUMINOUS SURFACE	SY	900	837	\$ 3.40	\$ 3,060.00	\$ 2,845.80	
26	2301.607	HIGH EARLY STRENGTH CONCRETE	CY	100	100	\$ 140.00	\$ 14,000.00	\$ -	
27	2331.604	BITUMINOUS PAVEMENT RELAMATION (P)	SF	239189	239189	\$ 0.44	\$ 105,243.16	\$ 105,243.16	
28	2357.502	BITUMINOUS TACK COAT	GAL	1240	1500	\$ 4.30	\$ 5,332.00	\$ 6,450.00	
29	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	3215	3129	\$ 51.00	\$ 163,965.00	\$ 159,579.00	
30	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	3215	3058.38	\$ 46.00	\$ 147,890.00	\$ 140,685.48	
31	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 2.5" - DRIVEWAY	TON	190	310.13	\$ 210.00	\$ 39,900.00	\$ 65,127.30	
32	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.B) FOR OVERLAY, 2"	TON	261	261	\$ 60.50	\$ 15,790.50	\$ -	
33	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	445	445	\$ 34.00	\$ 15,130.00	\$ -	
34	2411.602	LIMESTONE SPLASH BLOCK	EACH	2	4	\$ 300.00	\$ 600.00	\$ 1,200.00	
35	2411.607	CONCRETE STEPS	SF	25	67.5	\$ 60.00	\$ 1,500.00	\$ 4,050.00	
36	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	1	1	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	
37	2502.521	4" PVC SUMP BASKET PIPE	LF	88	48	\$ 13.64	\$ 1,200.32	\$ 654.72	
38	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	115	172	\$ 7.84	\$ 901.60	\$ 1,348.48	
39	2502.541	6" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	12383	12623	\$ 4.66	\$ 57,704.78	\$ 58,823.18	
40	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	2	2	\$ 248.00	\$ 496.00	\$ 496.00	
41	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	1075	925	\$ 49.00	\$ 52,675.00	\$ 45,325.00	
42	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	267	370	\$ 53.00	\$ 14,151.00	\$ 19,610.00	
43	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	22	143	\$ 61.00	\$ 1,342.00	\$ 8,723.00	
44	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	5	4	\$ 360.00	\$ 1,440.00	\$ 1,440.00	
45	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	11	18	\$ 360.00	\$ 3,960.00	\$ 6,480.00	
46	2504.601	IRRIGATION ALLOWANCE	LS	1	1.61	\$ 10,000.00	\$ 10,000.00	\$ 16,100.00	

ALTERNATE 1 - BIORETENTION BASIN AT 47TH ST. AND BOYD AVE.

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	700	700	\$ 19.05	\$ 13,335.00	\$ 13,335.00
2	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	240	171	\$ 7.84	\$ 1,881.60	\$ 1,340.64
3	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	3	2	\$ 248.00	\$ 744.00	\$ 496.00
4	2504.602	4" KNIFE VALVE AND BOX	EACH	1	1	\$ 673.00	\$ 673.00	\$ 673.00
5	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	2	2	\$ 1,476.00	\$ 2,952.00	\$ 2,952.00
6	2540.603	LANDSCAPE EDGER - PLASTIC	LF	300	222	\$ 9.00	\$ 2,700.00	\$ 1,998.00
7	2571.507	NATIVE PLUGS	PLANT	1785	2147	\$ 3.50	\$ 6,247.50	\$ 7,514.50
8	2573.502	SILT FENCE, TYPE MS	LF	330	260	\$ 4.00	\$ 1,320.00	\$ 1,040.00
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	288	340	\$ 44.39	\$ 12,784.32	\$ 15,092.60
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	55	250	\$ 37.11	\$ 2,041.05	\$ 9,277.50
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.1	0.1	\$ 2,250.00	\$ 225.00	\$ 225.00
12	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	32	22	\$ 81.00	\$ 2,592.00	\$ 1,782.00
13	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	200	200	\$ 4.00	\$ 800.00	\$ 800.00
TOTAL ALTERNATE 1 - BIORETENTION BASIN AT 47TH ST. AND BOYD AVE.							\$ 48,295.47	\$ 56,526.24

ALTERNATE 2 - CURBSIDE RAIN GARDENS

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	220	220	\$ 21.16	\$ 4,655.20	\$ 4,655.20
2	2411.618	MODULAR BLOCK RETAINING WALL	SF	290	339	\$ 45.00	\$ 13,050.00	\$ 15,255.00
3	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	135	98	\$ 7.84	\$ 1,068.40	\$ 768.32
4	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	7	6	\$ 248.00	\$ 1,736.00	\$ 1,488.00
5	2504.602	4" KNIFE VALVE AND BOX	EACH	7	6	\$ 673.00	\$ 4,711.00	\$ 4,038.00
6	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	7	6	\$ 1,476.00	\$ 10,332.00	\$ 8,856.00
7	2540.603	LANDSCAPE EDGER - PLASTIC	LF	286	44	\$ 9.00	\$ 2,574.00	\$ 396.00
8	2571.507	NATIVE PLUGS	PLANT	180	535	\$ 3.50	\$ 630.00	\$ 1,872.50
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	63	119	\$ 44.39	\$ 2,796.57	\$ 5,282.41
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	16	50	\$ 37.11	\$ 593.76	\$ 1,855.50
11	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	7	10	\$ 81.00	\$ 567.00	\$ 810.00
12	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	96	96	\$ 4.00	\$ 384.00	\$ 384.00
TOTAL BID PRICE - CURBSIDE RAIN GARDENS							\$ 43,087.93	\$ 45,660.93

COST SUMMARY

Contract: CP 2015-09E and 2015-14
 Owner: City of Inver Grove Heights
 Projects: 47th Street Area Reconstruction
 47th Street Area Water and Sewer Improvements and Rehabilitation

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	47th St. Area Water and Sewer Improvements and Rehabilitation (2015-14)	\$ 785,711.05	\$ 842,051.62
2	47th St. Area Reconstruction (2015-09E)	\$ 2,182,992.04	\$ 2,306,631.68
Alt. 1	Bioretention Basin at 47th St. and Boyd Ave.	\$ 48,295.47	\$ 56,526.24
Alt. 2	Curbside Rain Gardens	\$ 43,087.93	\$ 45,660.93
Total Base Cost		\$ 3,060,086.49	\$ 3,250,870.47
Change Order No. 1		\$ 28,549.78	\$ 28,549.78
Change Order No. 2		\$ 37,597.02	\$ 37,597.02
Change Order No. 3		\$ 34,809.68	\$ 34,809.68
Change Order No. 4		\$ 45,873.57	\$ 45,873.57
Change Order No. 5		\$ 72,856.17	\$ 72,856.17
Change Order No. 6		\$ 12,125.22	\$ 12,125.22
Change Order No. 7		\$ (2,340.00)	\$ (2,340.00)
Total Contract Amount		\$ 3,289,557.93	\$ 3,289,557.93
Contract Work Completed To Date			
Retainage (0%)			\$ -
Previous Payments			\$ 3,275,438.44
Amount Due This Final Payment #10			\$ 14,119.49

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2015-09E – 47TH STREET AREA RECONSTRUCTION AND 2015-14 – 47TH
STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION**

October 9, 2017

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 Palda and Sons, Inc.
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	\$3,060,086.49
CHANGE ORDERS	\$229,471.44
FINAL CONTRACT AMOUNT	\$3,289,557.93
FINAL VALUE OF WORK	\$3,289,557.93
PREVIOUS PAYMENTS	\$3,275,438.44
BALANCE DUE	\$14,119.49

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF PALDA AND SONS, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$14,119.49**

**CITY PROJECT NO. 2015-09E – 47TH STREET AREA RECONSTRUCTION AND 2015-14 – 47TH
STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 11, 2015, Palda and Sons, Inc., satisfactorily completed improvements and appurtenances for 2015-09E – 47th Street Area Reconstruction and 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

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 9th day of October, 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)

Meeting Date: October 9, 2017

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other: Storm Water Utility Fund,
PSIG Grants (MPCA/PFA)

X

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

SUMMARY

The improvements were ordered as part of the 2017 Stormwater Management Program. The contract was awarded in the amount of \$228,633.00 to Meyer Contracting, Inc., on July 10, 2017 for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

I recommend approval of Pay Voucher No. 1, in the amount of \$212,527.07 for work on City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

TJK/nh

Attachments: Pay Voucher No. 1

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

ESTIMATE NO: 1 (One)
DATE: October 9, 2017
PERIOD ENDING: September 30, 2017
CONTRACT: Stormwater Treatment for Mississippi River Discharge
(78th and Concord Wet Extended Detention Basin)
PROJECT NO: 2016-01

TO: Meyer Contracting, Inc.
11000 93rd Avenue North
Maple Grove, MN 55369

Original Contract Amount	\$228,633.00
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$228,633.00
Total Value of Work to Date.....	\$223,712.70
Less Retained (5%).....	\$11,185.63
Less Previous Payment	\$0.00
Total Approved for Payment this Voucher.....	\$212,527.07
Total Payments including this Voucher	\$212,527.07

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 30, 2017.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>October 9, 2017</u>
Signed by:	_____ Meyer Contracting, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>October 9, 2017</u>

2016-01 78TH AND CONCORD STORMWATER TREATMENT
CITY OF INVER GROVE HEIGHTS, MINNESOTA

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	QTY	EST. QTY	EST. AMT	AS BUILT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
						EST. QTY	EST. AMT	EST. QTY	EST. AMT	EST. QTY	EST. AMT
SCHEDULE 1											
1	2021.501 MOBILIZATION	\$11,205.00	1	LS	\$11,205.00	1	LS	LS	\$0.00	1.00	LS
2	2101.601 DEWATERING (AND CONTROL OF WATER)	\$2,550.00	1	LS	\$2,550.00	1	LS	LS	\$0.00	0.00	LS
3	2563.535 TRAFFIC CONTROL	\$2,000.00	1	LS	\$2,000.00	1	LS	LS	\$0.00	1.00	LS
4	2573.535 STABILIZED CONSTRUCTION EXIT (ROCK CONSTRUCTION ENTRANCE)	\$750.00	1	LS	\$750.00	1	LS	LS	\$0.00	0.00	LS
5	2573.533 SEDIMENT CONTROL LOG	\$2.30	300	LF	\$690.00	300	LF	LF	\$0.00	0.00	LF
6	2573.502 SILT FENCE, TYPE MS	\$2.00	550	LF	\$1,100.00	550	LF	LF	\$0.00	501.00	LF
7	2101.511 CLEARING AND GRUBBING (DENSE)	\$10,950.00	1	LS	\$10,950.00	1	LS	LS	\$0.00	1.00	LS
8	2104.501 REMOVE CHAIN LINK FENCE	\$4.50	350	LF	\$1,575.00	350	LF	LF	\$0.00	44.00	LF
9	2105.525 COMMON TOPSOIL BORROW (ON-SITE) (EV)	\$19.75	650	CY	\$12,837.50	650	CY	CY	\$0.00	650.00	CY
10	2105.601 COMMON EXCAVATION (P) (EV)	\$3.87	5000	CY	\$19,350.00	5000	CY	CY	\$0.00	5,000.00	CY
11	5105.507 SUBGRADE EXCAVATION (AT LINER AND INFILTRATION BENCH) (P) (EV)	\$3.20	800	CY	\$2,560.00	800	CY	CY	\$0.00	800.00	CY
12	2105.607 HAUL EXCESS MATERIAL (DISPOSE OFFSITE AT LOCATION DETERMINED BY CONTRACTOR) (P) (EV)	\$6.60	4900	CY	\$32,340.00	4900	CY	CY	\$0.00	5,800.00	CY
13	2105.607 HAUL AND STOCKPILE EXCESS MATERIAL (STOCKPILE SOIL AND BOULDERS ON ADJACENT PRIVATE PARCELS) (P) (EV)	\$1.00	900	CY	\$900.00	900	CY	CY	\$0.00	0.00	CY
14	2105.607 IMPORT CLAY LINER	\$43.75	600	CY	\$26,250.00	600	CY	CY	\$0.00	600.00	CY
15	2451.513 SAND INFILTRATION TRENCH (FINE FILTER AGGREGATE) (P) (EV)	\$52.00	200	CY	\$10,400.00	200	CY	CY	\$0.00	200.00	CY
16	2105.601 SITE GRADING	\$2,847.00	1	LS	\$2,847.00	1	LS	LS	\$0.00	1.00	LS
17	2501.502 RANDOM RIPRAP CLASS III	\$74.25	160	TON	\$11,880.00	160	TON	TON	\$0.00	150.54	TON
18	2105.604 GEOTEXTILE FABRIC, TYPE III (P)	\$0.75	180	SY	\$135.00	180	SY	SY	\$0.00	180.00	SY
19	2451.603 GRANULAR BEDDING (AT 60" DIA. STORM SEWER) (P)	\$25.25	16	LF	\$404.00	16	LF	LF	\$0.00	16.00	LF
20	2451.603 GRANULAR BEDDING (AT 24" DIA. STORM SEWER) (P)	\$18.25	146	LF	\$2,664.50	146	LF	LF	\$0.00	146.00	LF
21	2104.509 REMOVE DRAINAGE STRUCTURE	\$250.00	1	LF	\$250.00	1	LF	LF	\$0.00	1.00	LF
22	2104.501 REMOVE SEWER PIPE (STORM) (30" RCP AND SMALLER) (P)	\$33.25	100	EA	\$3,325.00	100	EA	EA	\$0.00	100.00	EA
23	2501.602 BULKHEAD CULVERT (WITH CONCRETE)	\$572.50	2	EA	\$1,145.00	2	EA	EA	\$0.00	2.00	EA
24	2104.501 REMOVE SEWER PIPE (STORM) (60" RCP) (P)	\$52.00	24	EA	\$1,248.00	24	EA	EA	\$0.00	24.00	EA
25	2502.602 CONNECT INTO DRAINAGE STRUCTURE (CORE DRILL 18" RCP STRUCTURE AT CATTLE PASS)	\$3,719.00	1	EA	\$3,719.00	1	EA	EA	\$0.00	1.00	EA
26	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STRO1 (96" DIA. PRECAST CONCRETE MANHOLE, COMPLETE)	\$15,685.00	1	EA	\$15,685.00	1	EA	EA	\$0.00	1.00	EA
27	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STRO2 (48" DIA. PRECAST CONCRETE MANHOLE WITH SUMP AND POROUS WAT	\$9,897.00	1	EA	\$9,897.00	1	EA	EA	\$0.00	1.00	EA
28	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STRO3 (48" DIA. PRECAST CONCRETE MANHOLE WITH WEIR AND ORIFICE, COM	\$6,642.00	1	EA	\$6,642.00	1	EA	EA	\$0.00	1.00	EA
29	2501.511 60" RC PIPE CULVERT CLASS IV (P)	\$457.00	16	LF	\$7,312.00	16	LF	LF	\$0.00	16.00	LF
30	2501.511 24" CP PIPE CULVERT (HDPE DUAL-WALL, SMOOTH INTERIOR) (P)	\$97.25	80	LF	\$7,780.00	80	LF	LF	\$0.00	80.00	LF

	\$228,633.00	\$223,712.70	
		\$0.00	
		Estimated Cost	Contract Cost to Date
		\$228,633.00	
		Original Contract Amount	
		Contract Work Completed to Date	\$223,712.70
		Completed Work Retainage (5%)	\$223,712.70
		Previous Payments	\$11,185.63
			\$0.00
		Amount Due This Payment 1	\$212,527.07

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for Emergency Storm Culvert Repair under Upper 55th Street East

Meeting Date: October 9, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Mike Edwards, Engineering Technician
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SDA

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work of K.K. Specialized Services, Inc. for emergency storm culvert repair under Upper 55th Street East.

SUMMARY

The corrugated metal storm sewer culvert under Upper 55th Street east of Annette Avenue was failing and could have caused Upper 55th Street to settle. This crossing is located where the storm sewer crossing will be placed when Upper 55th Street is reconstructed in the future. City staff compared the cost of temporary repair with permanent replacement and determined the permanent replacement to be more cost effective. Unfortunately, once construction started, the existing sanitary sewer and water main were in conflict with the proposed storm sewer, so the Engineering Division opted for the temporary repair. The permanent solution will be placed when Upper 55th Street East is reconstructed in the future.

Staff received quotes from two local contractors (K.K. Specialized Services, Inc. and Dahn Construction). On April 10, 2017 the project was awarded to K.K. Specialized Services in the amount of \$32,367.00.

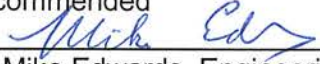
Engineering recommends approval of Final Compensating Change Order No. 1 in the amount of (\$7,870.99), Final Pay Voucher No. 1 in the amount of \$24,496.01, Engineer's Final Report and Resolution Accepting Work of K.K. Specialized Services for the emergency storm repair under Upper 55th Street East.

TJK/me

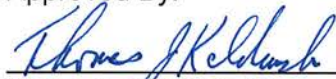
Attachment: Final Compensating Change Order No. 1
 Final Pay Voucher No. 1
 Engineer's Final Report
 Resolution

FINAL COMPENSATING CHANGE ORDER NO. 1

Emergency Storm Culvert Repair under Upper 55th Street East

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 9, 2017
Contractor: K.K. Specialized Services, Inc.	Engineer: SRF Consulting Group, Inc.
<u>Purpose of Change Order</u> Final Compensating amount to balance value of work completed and total payments made to the Contractor. This change order reflects the reduced cost due the field change caused by the existing utility conflicts.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$32,367.00	Original Contract Time:
Previous Change Orders: \$0.00	Net Change from Previous Change Orders:
Contract Price Prior to this Change Order: \$32,367.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order: (\$7,870.99)	Net Increase (Decrease) of Change Order: 0
Contract Price with all Approved Change Orders: \$ 24,496.01	Contract Time with Approved Change Orders
Recommended By:  Mike Edwards, Engineering Technician	Approved By: _____ K.K. Specialized Services, Inc.

Approved By:


Thomas J. Kaldunski

Approved By:

George Tourville, Mayor

Date of Council Action:

October 9, 2017

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (Final)
DATE: October 9, 2017
PERIOD ENDING: September 29, 2017
CONTRACT: Emergency Culvert Repair Under Upper 55th Street East

TO: K.K. Specialized Services, Inc.
10410 Courthouse Blvd.
Inver Grove Heights, MN 55077

Original Contract Amount\$32,367.00
Total Addition\$0.00
Total Deduction\$7,870.99
Total Contract Amount.....\$24,496.01
Total Value of Work to Date\$24,496.01
Less Retained (0%).....\$0.00
Less Previous Payment.....\$0.00
Total Approved for Payment this Voucher\$24,496.01
Total Payments including this Voucher\$24,296.01

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 29, 2017.

Signed by:  October 9, 2017
Thomas J. Kaldunski, City Engineer

Signed by: _____
K.K. Specialized Services Date

Signed by: _____
George Tourville, Mayor October 9, 2017

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

Emergency Storm Culvert Repair under Upper 55th Street East

October 8, 2017

**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 from K.K. Specialized Services, Inc. for the emergency storm culvert repair under Upper 55th Street East

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 Amount	\$32,367.00
Total Addition (Change Orders No. 0)	\$0.00
Total Deduction (Change Order No. 1)	(\$7,870.99)
Total Contract Amount.....	\$24,496.01
Total Value of Work to Date	\$24,496.01
Less Previous Payment	\$0.00
Total Approved for Payment this Voucher	\$24,496.01
Total Payments including this Voucher	\$24,496.01

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF K.K. SPECIALIZED SERVICES, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$24,496.01**

EMERGENCY STORM CULVERT REPAIR UNDER UPPER 55TH STREET EAST

RESOLUTION NO. _____

WHEREAS, pursuant to a contract as ordered by the City of Inver Grove Heights on April 10, 2017, K.K. Specialized Services satisfactorily completed improvements and appurtenances for the Emergency Storm Culvert Repair Under Upper 55th Street East

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 9th day of October 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 9, 2017
Item Type: Consent Agenda
Contact: Janet Shefchik, HR Manager
Prepared by: Carrie Isaacson, Admin Svc Cord
Reviewed by: Janet Shefchik, HR Manager

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 approve the personnel actions listed below:

Please confirm the Part-Time/Temporary/Seasonal Employment of:

Parks & Recreation/VMCC

Burger, Theresa, Guest Services
Goetti, Randi, Child Care Worker

Golf Course

Flannery, Sydney, Food & Beverage Concessionaire
Hartley, Laura, Food & Beverage Concessionaire

Please confirm the Resignation/Termination of Employment of:

Inspections

Christianson, Denice, On-Call Clerk

Golf Course (End of Season / Returning to School)

DeWanz, Larry, Ranger
McNally, Shane, Concessionaire
Taylor, Mason, Ranger
Joseph, Jaclyn, Outside Services
Moritz, Colin, Outside Services
Odalen, Noah, Outside Services
Sweeney, Erin, Outside Services
Barbot, Kyra, Food & Bev Concessionaire
Bergholtz, Paige, Food & Bev Concessionaire
Burr, Elissa, Food & Bev Concessionaire
Cox, Morgan, Food & Bev Concessionaire
Daulton, Cassandra, Food & Bev Concessionaire
Conoryea, Travis, Laborer
Edwards, Dallas, Laborer
Henderson, Joseph, Laborer
Manzella, Jeremy, Laborer
Prifrel, Tyler, Laborer
Sage, Robert, Laborer
Seeling, Kevin, Laborer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application for Commercial Kennel License at 8365 Delaney Circle

Meeting Date: October 9, 2017

Item Type: Public Hearing

Prepared by: Michelle Tesser, City Clerk

Reviewed by: Michelle Tesser, City

Contact: 651-450-2513

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 application for a Commercial Kennel License at the property of 8365 Delaney Circle.

SUMMARY:

Staff received a complaint regarding an unlicensed commercial dog kennel. Staff followed-up with the complaint and found that the residents of property 8365 Delaney Circle had eight dogs and were breeding and selling dogs. Per 5-4-1, the definition of a commercial kennel means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring or selling of dogs.

Staff discussed with the applicant that staff will have to deny the application for a commercial kennel license because the property fails to meet the following requirements:

1. The property is unable to meet the requirement that the kennel must be five hundred feet (500') from a residential dwelling, (5-4-9D).
2. The property does not comply with the zoning requirement which only allows for a commercial kennel license to be in an agricultural zoning area of the City with the approval of a Conditional Use Permit (CUP). The property of 8365 Delaney Circle is designated in the *Estate* zone, (5-4-9D).

An inspection of the property and kennel was completed on Friday, September 29, 2017 the kennel and the dogs were found to be in good condition. The applicant discussed installing a 6-foot fence around the property to comply with 5-4-1 Section D requiring a 6-foot wire mesh fence around the kennel.

Section 5-4-1 C provides that the applicant has the ability to appeal the denial of the commercial kennel application to the City Council. The applicant requested that an appeal be scheduled. A public hearing was set for October 9, 2017 and notice was provided to residents within one thousand feet (1,000) of the property. The City Clerk has received two emails in support of granting the license. The City Clerk received two phone calls that opposed the granting of the license and two emails and one letter opposing the granting of the license.

The City Council may reverse staff's denial. The City Council may impose conditions upon the granting of any commercial kennel license. (5-4-1 E). However, Planning staff denied the application stating that a commercial kennel is not allowed in the zoning district. There are currently no commercial kennel licenses in the City. There was one commercial kennel in 2010 which did not renew their application. The last revision of the city code was 5-10-2010.

Enclosed:

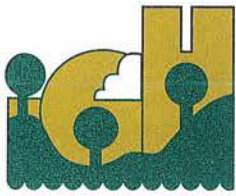
Letter to Resident

5-4-1 City Code

Inspector's Approval

Map of Property

Emails, Letters, Petition from Residents



City of Inver Grove Heights

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

September 29, 2017

Robert Heller
8365 Delaney Circle East
Inver Grove Heights, MN 55076

Re: Commercial Dog License

Dear Mr. Heller

This letter is in follow-up to your commercial dog license application. The City Code requires that I notify you in writing that your application is denied based on your property failing to meet the following requirements:

1. Your property does not allow for a kennel to be five hundred feet (500') of any residential dwelling. (5-4-9 D)
2. Your property does not comply with the zoning requirement which only allows for a commercial kennel license to be in an agricultural zoning area of the City through the approval of a Conditional Use Permit (CUP). Your property is designated in the Estate zone. (5-4-9 D)

The inspection of your property occurred on Friday, September 29, 2017 by our Code Inspector Nicole Cook. It was deemed in good condition. The addition of a fence would help protect the neighborhood from any nuisances and would help to comply with the ordinance.

Per the City Code, you are offered a chance to appeal at a hearing which has been scheduled for the October 9, 2017 City Council meeting. This will be a public hearing which allows for the public to comment. The City Council shall hold a hearing to determine whether the denial should be upheld. If the council reverses the denial, it may impose conditions upon the granting of any commercial kennel license. (Per 5-4-9E city code is attached).

Should you have questions regarding the process, please contact me directly at (651)450-2513.

Sincerely,

Michelle Tesser
City Clerk

5-4-1: DEFINITIONS:

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota statutes section 347.50 the terms defined in this section have the meanings given them:

ANIMAL: Every nonhuman species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel assisting in the enforcement of this chapter.

COMMERCIAL DAYCARE KENNEL: Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:

- A. Limited to a maximum of twenty (20) dogs on site at any one time.
- B. No outdoor runs or kennels allowed.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- D. Dogs shall be on a leash and handled by an employee at all times when outside the building during the animal's stay.
- E. An employee shall remain on site at all times animals are on the premises including overnight.
- F. Dogs shall be kept inside at all times except when exercised by an employee.
- G. Designated bathroom area shall be cleaned daily.

COMMERCIAL KENNEL: Kennel means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

DANGEROUS DOG: Minnesota statutes section 347.50.

DOMESTIC ANIMALS: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes

(nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL: Cows, sheep, pigs, deer and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Scirridae; rabbits and other members of the families Didelphidae and Macropididae; and other animals if the owner can show the animals are not inherently dangerous.

GREAT BODILY HARM: Minnesota statutes section 609.02, subdivision 8.

INHERENTLY DANGEROUS ANIMALS: Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals.

KEEP: To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

KENNEL: A commercial kennel, commercial daycare kennel or noncommercial kennel.

NONCOMMERCIAL KENNEL: Any place where four (4) or more dogs over the age of six (6) months are kept but not for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs.

OWNER: Any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

PERSON: One or more natural persons, a firm, partnership, corporation, or any other entity.

POTENTIALLY DANGEROUS DOG: Minnesota statutes section 347.50.

PREMISES: A building, structure, shelter, or land where an animal is kept or confined.

PROPER ENCLOSURE: A secure indoor location or a securely enclosed and locked pen or structure suitable to prevent the potentially dangerous dog or dangerous dog from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the potentially dangerous dog or dangerous dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the potentially dangerous dog or dangerous dog from exiting.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: Any animal that is not under restraint.

SUBSTANTIAL BODILY HARM: Minnesota statutes section 609.02, subdivision 7a.

UNDER RESTRAINT: The animal is: a) beside a person having custody of it and obedient to that person's voice or signal command or the animal is in such proximity to the person having custody of it that the person can effectively by voice or signal command control the animal and the animal is obedient to that person's voice or signal command; b) within a private motor vehicle of a person owning, harboring, or keeping the animal; c) within the boundaries of property owned or leased by the person owning, harboring or keeping the animal; or d) controlled by a chain or leash of a maximum of six feet (6') in length or a commercially manufactured retractable leash.

VACCINATION AGAINST RABIES: The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

VETERINARY HOSPITAL: A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians. (Ord. 1211, 5-10-2010)

5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL KENNELS:

- A. License Required: No person shall operate or maintain a commercial kennel, commercial daycare kennel or noncommercial kennel within the city without first obtaining a commercial kennel, commercial daycare kennel, or noncommercial kennel license from the city.
- B. Application For Kennel License: An application for a commercial kennel, commercial daycare kennel, or noncommercial kennel license shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
1. The name and address of the owner(s) of the kennel;
 2. The address or legal description of the real property where the kennel will be kept;
 3. The number of dogs proposed to be kept in the kennel;
 4. The location of any residential dwellings within one thousand feet (1,000') of the proposed kennel; and
 5. Proof that the proposed kennel complies with the requirements of the city's zoning code.

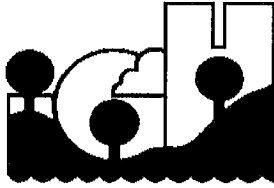
The applicant must pay the fee for a kennel license as set forth in the city fee schedule.

- C. Notice To Surrounding Property Owners: Once the city clerk receives a complete commercial kennel, commercial daycare kennel, or noncommercial kennel license from an applicant, the city clerk shall provide written notice of and include a copy of said application to residential property owners located within one thousand feet (1,000') of the proposed kennel location.
- D. Construction And Location Standards For Kennels: The owner and operator of a commercial, commercial daycare or noncommercial kennel shall operate the kennel in a neat and sanitary manner. Additionally, the area within which the dogs are to sleep, eat, and exercise shall be enclosed completely by a wire mesh fence at least six feet (6') in height of sufficient gauge to ensure the confinement of the dogs. A kennel may not be located within five hundred feet (500') of any residential dwelling other than the owner's dwelling. Kennels must comply with all relevant zoning requirements.
- E. Review Of Premises And Issuance Of License: No kennel license may be issued until the applicant's property has been inspected and the inspection reveals that adequate safeguards are present to protect the surrounding neighborhood from nuisances and to ensure compliance with this chapter. The license may include conditions that animal control authority deem reasonably necessary to protect public health and safety and to protect persons on neighboring property from unsanitary conditions, unreasonable noise and odors, and other unreasonable annoyances. A denial of a kennel license application may be appealed to the city council within ten (10) days of notification of the denial. The city council shall hold a hearing to determine whether the denial should be upheld. If the city council reverses the denial, it may impose conditions upon the granting of any commercial, commercial daycare, or noncommercial kennel license.
- F. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
- G. Operation: Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage, and animal waste shall be regularly removed so as to keep the surrounding area free from obnoxious odors.
- H. Duration Of License: A kennel license shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be

made prior to sixty (60) days before March 1. A late fee, as set forth in the city fee schedule, will be assessed for any late applications. Commencing March 1, 2011, kennel licenses shall be issued in odd numbered years. For those kennels licensed after March 1, 2010, and whose owners are not subject to a penalty for failure to license their kennels, the license fee shall be prorated for the remainder of 2010 through February 28, 2011. Applications for a renewal license may not be made until sixty (60) days before March 1.

- I. Inspections: Animal control authority may go onto the premises of licensed kennels at reasonable times to inspect for compliance with this chapter and other relevant laws and regulations. A violation of this chapter or other regulations not corrected within ten (10) days after notice of the violation is served via certified mail on the owner of the kennel shall be grounds for revocation of the license.

- J. Revocation Of License: A license may be revoked by the city council for a violation of any condition of a kennel license or for any violation of this section following notice and a hearing as provided for in [title 3, chapter 2](#) of this code. (Ord. 1211, 5-10-2010)



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Michelle Tesser, City Clerk

FROM: Nicole Cook, Rental and Code Compliance Coordinator

SUBJECT: 8365 Delaney Circle

DATE: September 29, 2017

On September 29, 2017, a kennel inspection was performed at property located at 8365 Delaney Circle. Homeowner Robert Heller met me at the house and walked me through the property.

Mr. Heller led me to his basement walk-in and showed me where the kennels are kept. He currently has a family dog and four French Bulldogs. He explained the dogs are on a schedule that includes morning exercise, feedings, and bathroom breaks. They are kenneled in their own cages during the day for approximately eight hours. In the evening the dogs follow a similar schedule with exercise, feedings, and bathroom breaks. They are also allowed upstairs to socialize with each other and the family. In the upper level there are additional water stations, bones, and toys.

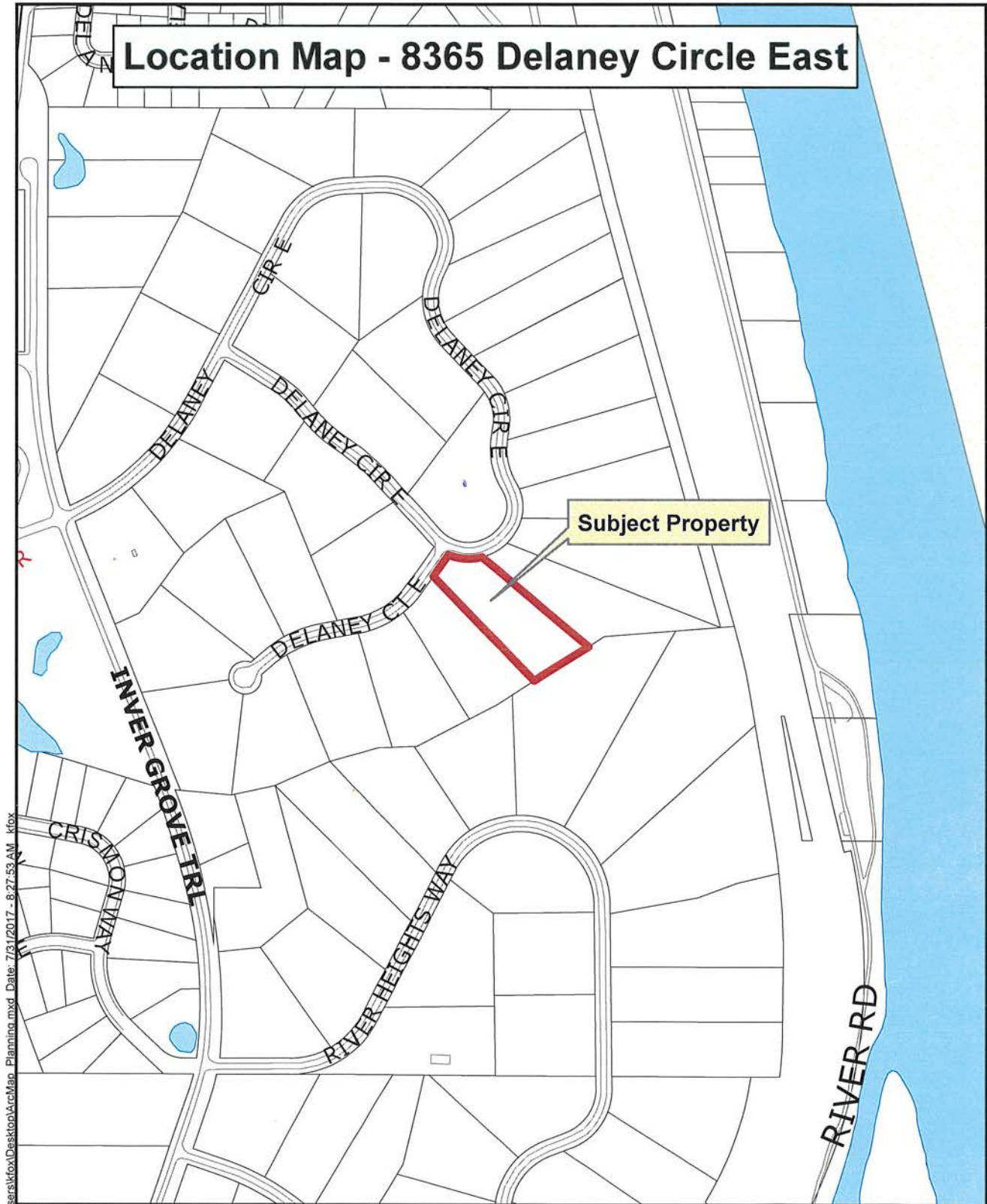
The kennels appeared clean and comfortable, with water dishes and blankets in each. Also located in the basement is a grooming table complete with tools and supplies for the dogs. There is a covered trash can located outside where the animal waste is stored and disposed of weekly. Food is kept in air-tight containers.

The home is located in a heavily wooded area along a hillside. There is a temporary fence surrounding the back perimeter of the home where the dogs can play outside. Mr. Heller explained he has pulled a fence permit and has an appointment to have permanent fencing installed should the license be approved.

I spoke with Mr. Heller about breeding. He explained Frenchies don't follow a breeding schedule like most breeds, so they can go into heat at any time throughout the year. There are 3-5 puppies in each litter. The puppies are kept for no less than ten weeks so they can be properly weaned and evaluated before they are adopted out. Mr. Heller stated he goes through a lengthy evaluation process to assure the dog is placed with an owner best suited to its personality and needs.

I was introduced to all of the dogs who appeared happy and well-cared for with no signs of aggression.

Location Map - 8365 Delaney Circle East



Document Path: C:\Users\kfox\Desktop\ArcMap_Planning.mxd Date: 7/31/2017 - 8:27:53 AM kfox



Map produced by the City of Inver Grove Heights
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0 250 500 Feet

Michelle Tesser

From: Margo Garrett <margogarrett@gmail.com>
Sent: Tuesday, October 03, 2017 10:20 AM
To: Michelle Tesser
Subject: Letter to City Council re: Commercial Dog Kennel License for French Bulldogs

TO the City Council and All Concerned:

I send the following letter for my husband, Charles Kavalovski. We both are deeply concerned and opposed to any commercial dog kennel on Delaney Circle East, or indeed, in the entire residential area. Thank you for reading and considering ours and others' opinions.

Margo Garrett Kavalovski

October 3, 2017

To All Concerned:

I was born (1936) and raised in the Inver Grove Heights area, and spent many happy days "exploring" the river valley on my school-free days. After completing my university and post-graduate work, I left to follow my profession, but with a promise to myself to return. This I accomplished 14 years ago and was pleased to find much of the river valley's original beauty and peacefulness intact here in Inver Grove Heights.

I urge the Council members, as the stewards of the future of the city, to preserve its unique character. My wife, Margo, and I live directly across a narrow revenue from the proposed sit of the dog kennel. I can well imagine what 8 dogs barking for their daily meals and "talking" to one another will do to the tranquility of the area. This area is a residential neighborhood. A commercial business in dog breeding/housing strikes me as totally out of place.

Thank you for the opportunity to express my views on this subject.

Charles Kavalovski, PhD.

Research Professor, Nuclear Physics (retired) Principal Horn, Boston Symphony Orchestra (retired)

Michelle Tesser

From: Karen Hanson <karen@sspcoop.com>
Sent: Wednesday, September 27, 2017 2:02 PM
To: Michelle Tesser
Subject: RE: Robert Heller - Commercial Dog Kennel License 8365 Delaney Circle E.

I sent the email to you below regarding the application for the commercial dog kennel. I have given this matter some additional consideration and I would like to withdraw my statement below. I need to gather more information and will then offer my recommendation.

Thank you.

Also, who can I call and talk to regarding this?

Karen Hanson

From: Karen Hanson [mailto:karen@sspcoop.com]
Sent: Friday, September 15, 2017 6:54 PM
To: 'mtesser@invergroveheights.org'
Subject: Robert Heller - Commercial Dog Kennel License 8365 Delaney Circle E.

I have received the notice regarding the above referenced matter. I am a neighbor living at 8324 Delaney Circle E.

I have no objection to the applicant received a commercial dog kennel license for French bulldogs.

Thank you.

Karen Hanson
651 206-0997

Michelle Tesser

From: amymilosch@comcast.net
Sent: Wednesday, September 13, 2017 8:13 AM
To: Michelle Tesser
Subject: Robert Heller Kennel License

Michelle,
We live at 8440 Delaney Ct
Inver Grove Hts 55076

We have no issues with the above matter.
Thank you
Amy & Mike Milosch

Michelle Tesser

From: Tim and Rita Meyer <tnrmeyer@outlook.com>
Sent: Tuesday, September 12, 2017 2:53 PM
To: Michelle Tesser
Subject: Dog Kennel located at 8365 Delaney Circle East.

I live at 8337 Delaney Circle and have no objection to the dog kennel for 8 French Bulldogs. They are very quiet and my husband and I have had no issues with them.

ATN: City Clerk
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Regarding: Commercial Dog License

Dear City,

We are writing in response to a public hearing notice we received regarding our immediate next door neighbors attempt to secure a commercial dog license for their residential home at 8365 Delaney Circle East. We are opposed to this license being granted.

Initially the neighbor approached us and asked us to sign a letter in support of it, and we signed it. However at the time, we had not thoroughly thought thru the implications of having this business right next door to us. We purchased our home here, because we enjoy the quiet, peaceful solitude of the neighborhood. It's residential and we would like to see it remain that way. A secondary issue is the impact this may have on property values. We work hard to maintain our home, and do not want to see it adversely impacted. It has always been residential and hopefully will remain so.

Thank you for your consideration in this matter

Pamela Russ
8420 Delaney Court East
IGH, MN 55076

In regard of 8365 Delaney Circle East (Robert Heller& Theresa Baker) pursuit to obtain a commercial kennel license we support and do not oppose this application and zoning modification.

Address:

Please print name:

Signature:

8306 Delaney Circle East

8373 Delaney Circle East

8376 Delaney Circle East

~~8376 Delaney Circle East~~

8369 Delaney Circle East

8440 Delaney Court " "

8420 Delaney Court " "

8358 Delaney Circle East

8361 Delaney Circle East

8357 Delaney Circle East

8353 Delaney Circle East

8349 Delaney Circle East

8345 Delaney Circle East

8336 Delaney Circle East

8341 Delaney Circle East

8333 " " "

8329 " "

8337 " " "

John Skoog

John Metcalfe

Duplicate

Anthony

Amy Milner

DALE RUSSELL

Wendell Buxman

Alaine Hauck

Cater Argumosa

Connie Ishizaki

Ryanne Bartz

Pat Dah

Lora Serafini

Terri Swindorf

Tim & Rita Meyer

John Skoog

John Metcalfe

Anthony Challeen

Amy Milner

Dale Russell

Wendell Buxman

Alaine Hauck

Cater Argumosa

Connie Ishizaki

Ryanne Bartz

Pat Dah

Lora Serafini

Terri Swindorf

Tim Meyer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER NEW OFFICER(S) FOR NORTHERN TIER RETAIL, LLC DBA SUPERAMERICA

Meeting Date: October 2, 2017
Item Type: Public Hearing
Contact: 651-450-2513
Prepared by: Michelle Tesser, City Clerk
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:

Conduct a Public Hearing to consider the new corporate officer(s) change for the premises located at SuperAmerica store #4548 5728 Bishop Ave and SuperAmerica store #4411 7501 Concord Blvd for their two (2) 3.2 Off-Sale Liquor License.

SUMMARY:

Northern Tier Retail, LLC dba SuperAmerica has requested a new corporate officer(s) change which will amend their two (2) Off-Sale Liquor License for both locations in Inver Grove Heights.

The applicant paid the fees as required by City Code and provided all the necessary documentation required for the officer(s) change.

The Police Department conducted a background investigation and found no basis for denial for the seven (7) officer(s) changes.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2018

Meeting Date: October 9, 2017
 Item Type: Regular Agenda
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Scott Thureen, PW Director
 Allan Hunting, City Planner
 Tom Link, CD Director

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

PURPOSE/ACTION REQUESTED The Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statutes 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for the second reading on November 13, 2017 and will be continued to the third and final reading on December 11, 2017.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,260 <u>1,300</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$840 <u>870</u> per SAC Unit
Water Treatment Plant Fee	\$730 <u>760</u> per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,750 <u>1,810</u>
1 ½ inch	\$3,920 <u>4,060</u>
2 inch	\$6,960 <u>7,200</u>
3 inch	\$16,480 <u>17,060</u>
4 inch	\$27,830 <u>28,800</u>
6 inch (or larger)	\$65,230 <u>67,510</u>

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,260 <u>1,300</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$450 <u>470</u> per SAC Unit
B-Line Special Connection Charge	\$1,180 <u>1,220</u> per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$560 <u>580</u>
6 inch	\$950 <u>980</u>
8 inch	\$1,680 <u>1,740</u>
10 inch	\$2,630 <u>2,720</u>
12 inch	\$3,790 <u>3,920</u>

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,170 <u>1,210</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,170 <u>1,210</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,170 <u>1,210</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,170 <u>1,210</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,170 <u>\$1,210</u> .
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,170 <u>\$1,210</u> .
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,170 <u>\$1,210</u> .
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,170 <u>\$1,210</u> .
In the Mixed Use – Residential and in	The fee shall be calculated with

the Mixed Use - Commercial Zoning Districts	respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,220 <u>3,330</u> per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$690 <u>710</u> per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,700 <u>1,760</u>
1 ½ inch	\$3,820 <u>3,950</u>
2 inch	\$6,780 <u>7,020</u>
3 inch	\$15,250 <u>15,780</u>
4 inch	\$27,130 <u>28,080</u>
6 inch (or larger)	\$63,590 <u>65,820</u>

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,920 <u>2,020</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,920 <u>2,020</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,920 <u>2,020</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,920 <u>2,020</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning	The fee shall be calculated as

Districts	follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,920<u>2,020</u>.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,920<u>2,020</u>.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,920<u>2,020</u>.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,920 <u>\$2,020</u> .
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$5,290 <u>\$5,550</u> per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$550 <u>\$70</u>
6 inch	\$930 <u>\$960</u>
8 inch	\$1,650 <u>\$1,710</u>
10 inch	\$2,590 <u>\$2,680</u>
12 inch	\$3,710 <u>\$3,840</u>

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$12,580 <u>\$13,210</u> per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$12,880 <u>\$13,520</u> per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$14,450 <u>\$15,170</u> per acre multiplied by the Net Developable Area

In the B-2, B-3 and B-4 Zoning Districts	\$14,060 <u>14,760</u> per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$13,670 <u>14,350</u> per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$12,880 <u>13,520</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$12,880 <u>13,520</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$13,670 <u>14,350</u> per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$4,390~~4,540 per acre for water trunk line area benefit

~~\$4,390~~4,540 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$3,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500

Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$3,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$3,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, ~~2017~~2018 and after its passage and publication according to law.

Passed this ~~11~~12th day of December, 201~~6~~7.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SEAN WRIGHT – CASE NO. 17-40C

Meeting Date: October 9, 2017
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning

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 property located at 6825 Cahill Avenue:

- a) A Conditional Use Permit to allow an expansion up to 30% gross square feet of a non-conforming structure.
 - Requires 4/5th's vote.
- b) A Variance to exceed a 30% expansion of a nonconforming structure and
- c) A Variance to exceed the 25-foot maximum height in the B-1 zoning district.
 - Requires 3/5th's vote.
 - 60-day deadline: October 20, 2017 (first 60- days)

SUMMARY

The applicant is requesting a conditional use permit and two variances to expand the existing home and add an attached garage. The property is .41 acres in size and zoned B-1, Limited Business. The house was built in 1930, prior to the adoption of the city code, which makes the house a legal non-conformity. There is currently no garage on the property; zoning code allows a garage addition if none previously existed. The zoning code also allows existing non-conformities to conditionally expand the gross floor area by up to 30%; the applicant is proposing to add 2,150 square feet of living space which is a 135% expansion. A variance is being requested to exceed an addition greater than 30% gross floor area. The applicant is also requesting a variance to exceed the maximum height requirement in the B-1 district (25 feet) to allow a building height of 35 feet, which is in compliance with the residential height requirements.

As mentioned, the applicant is proposing a 2,150-square foot home addition and a 1,200-square foot attached garage addition. Approval of the request would reduce the opportunity for commercial redevelopment, but would be compatible with the surrounding single-family neighborhood. The property has historically been used as a residential property.

Staff does not support the size variance as presented due to the fact that they do not find the property so unique or limiting that it cannot be used in a reasonable manner without the request. Staff finds the footprint of a two-car garage, which would be allowed by code, plus an addition that would meet the height requirements of a residential district, to be more of a reasonable request for the site. Staff supports the height variance because it complies with the residential height requirements.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to expand a legal nonconformity with the conditions listed in the attached resolution.

Staff recommends denial of the variance to exceed the 30% gross square foot expansion as submitted based on the fact the conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the size variance. The large addition could be considered a convenience to the applicant, not a practical difficulty.

Staff would be in support of a variance to allow a two-car garage addition with living space above or below not to exceed the height of 35 feet.

Staff recommends approval of the variance to exceed the maximum height requirements of the B-1 district with the condition listed.

Planning Commission: At the September 19, 2017 public hearing, the Planning Commission recommended approval of the conditional use permit and variances as submitted with the conditions listed in the attached resolutions (7-0).

Attachments: CUP Resolution
Variance Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN
EXPANSION OF A NON-CONFORMING RESIDENTIAL HOME
UP TO 30% GROSS SQUARE FEET**

CASE NO. 17-40C

Sean Wright

Property located at 6825 Cahill Avenue and legally described as follows:

**N 105 FT OF S 859.7 FT OF SW 1/4 OF SW 1/4 W OF SAR #25 SUBJ TO HWY ESMNT FOR
CTY RD 75, Dakota County, Minnesota**

WHEREAS, the aforescribed property is zoned B-1, Limited Business;

WHEREAS, the applicant is requesting to add a home and garage addition to the existing nonconforming home;

WHEREAS, a nonconforming use may expand its gross floor area by 30% with a conditional use permit;

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 zoning code and does not have a negative impact on public health, safety or welfare;

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 September 19, 2017;

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

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department or as modified herein.
2. Any expansion or future additions on the property may require additional city approvals or permits and is not part of this conditional use permit.
3. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of

any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

5. The siding shall comply with the exterior building material requirements for a single-family residential home.

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

Adopted by the City Council of Inver Grove Heights this 9th day of October, 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. 17-_____

**RESOLUTION APPROVING A VARIANCE TO EXCEED THE 30% GROSS SQUARE FOOT
EXPANSION OF A NONCONFORMING STRUCTURE AND TO EXCEED
THE MAXIMUM BUILDING HEIGHT IN A B-1 DISTRICT**

CASE NO. 17-40C
Sean Wright

Property located at 6825 Cahill Avenue and legally described as follows:

**N 105 FT OF S 859.7 FT OF SW 1/4 OF SW 1/4 W OF SAR #25 SUBJ TO HWY ESMNT FOR
CTY RD 75, Dakota County, Minnesota**

WHEREAS, the afore described property is zoned B-1, Limited Business;

WHEREAS, the residential home on the property is a legal nonconforming use;

WHEREAS, an application has been received for a variance to exceed the 30% gross square feet expansion allowed by conditional use permit of a nonconforming structure;

WHEREAS, an application has been received to allow a maximum building height of 35 feet whereas 25 feet is the maximum allowed in a B-1 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 September 19, 2017 in accordance with City Code Section City Code 10-3-3 C;

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

- a. The request is in harmony with the general purpose and intent of the City Code.
- b. The proposed garage and home addition does not appear to have any adverse impacts on the neighboring properties; the property is abutting residential to the north and east and City property to the south and west.
- c. The property is unique in that the home was built prior to the adoption of a City Code and has historically been used as a residential property.

- d. The size of the existing home, built in 1930, limits how large an addition can be constructed without a variance.
- e. The proposed building height of 35 feet complies with the maximum height requirements of a residential structure which is a reasonable addition to the existing home on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to exceed the 30% gross square foot expansion of a nonconforming structure and to exceed the maximum building height in a B-1 district is hereby approved subject to the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department or as modified herein.
- 2. Any expansion or future additions on the property may require additional city approvals or permits and is not part of this conditional use permit.
- 3. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
- 4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
- 5. The maximum height, as defined in the zoning code, shall not exceed 35 feet for the proposed garage and home addition.

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

Adopted by the City Council of Inver Grove Heights this 9th day of October, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 19, 2017

SUBJECT: **SEAN WRIGHT – CASE NO. 17-40V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit to expand a non-conforming structure up to 30% of its gross floor area, a variance to exceed a 30% expansion of a non-conforming structure, and a variance to exceed the 25-foot maximum building height, for the property located at 6825 Cahill Avenue. 18 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is zoned B-1, Limited Business. The applicant is requesting a conditional use permit and two variances to expand the existing home and add an attached garage. The property is .41 acres in size and zoned B-1, Limited Business. The house was built in 1930, prior to the adoption of the city code, which makes the house a legal non-conformity. There is no garage on the property; City code allows a garage addition if none previously existed. The zoning code allows existing non-conformities to conditionally expand the gross floor area by up to 30%. The applicant is proposing to add 2,150 square feet of living space; therefore, a variance is being requested to exceed 30%. The applicant is also requesting a variance to exceed the maximum height requirement in the B-1 district (25 feet) to allow a building height of 35 feet, which is in compliance with our residential height requirements. The applicant is proposing a 2,150-square foot home addition and a 1,200-square foot attached garage addition. Approval of the request would reduce the opportunity for commercial redevelopment, but would be compatible with the surrounding single-family neighborhood. Staff finds the footprint of a two-car garage, which would be allowed by code, plus an addition that would meet the height requirements of a residential district, to be more of a reasonable request for the site. The property has historically been used as a residential property and is located in the most restrictive commercial district. If the property had been in the B-2 or B-3 district a 35-foot height would be allowed. Staff supports the height variance because it complies with the residential height requirements. Staff recommends approval of the CUP to expand a legal non-conformity by up to 30% and also recommend approval of the 35-foot building height, with the conditions and rationale listed in the staff report. Staff does not support the size variance as presented due to the fact that they do not find the property so unique or limiting that it cannot be used in a reasonable manner without the request. The large addition would be considered a convenience to the applicant rather than a practical difficulty. Staff received a voicemail from one neighbor but was unable to contact them so not sure whether they were in support of the request or not.

Commissioner Scales asked where the requirement to allow a two-car garage was in city code.

Ms. Botten replied that it was in the non-conforming use section of the code. It does not specify a two-car garage but states that if a garage never existed they are allowed to have one.

Commissioner Robertson asked if the code specifically prohibited anything larger than a two-car garage.

Ms. Botten advised that the code does not specify two-car, but in conversations with the City Attorney it was determined that a two-car garage would be deemed a reasonable request.

Commissioner Simon asked where the garage would be in relation to the proposed addition.

Ms. Botten showed where the attached garage addition was proposed to be located, with another stall in the back.

Commissioner Weber asked if the single-car garage would be underneath the two-car garage on the other side of the house.

Ms. Botten replied in the affirmative.

Commissioner Lissarrague asked what the thought was behind the house height.

Ms. Botten replied that the maximum height for residential, B-2, and B-3 districts was 35 feet. She was unsure why the height maximum in the B-1 district was only 25 feet.

Mr. Hunting advised that restriction has been in existence for quite some time and it was likely assumed only single-story buildings would be in that zoning district.

Commissioner Weber asked what the smallest residential district allowed for a maximum height.

Ms. Botten replied 35 feet.

Commissioner Wippermann asked for confirmation that the City had recently changed the ordinance to permit greater residential use on the northern portion of Cahill Avenue.

Ms. Botten replied in the affirmative, stating it was in relation to a multi-use property. That does not apply in this case because there is not a business being operated on the property.

Commissioner Wippermann stated in his opinion when they approved the last request and changed the ordinance the City was basically making the decision to convert this area to more residential rather than business.

Commissioner Robertson asked if there were any concerns regarding this commercially zoned property currently being used, and proposed to be used, solely as residential.

Ms. Botten advised there were several properties along Cahill zoned B-1 but used as residential.

Commissioner Niemioja suggested that this area be addressed in the comprehensive plan update process.

Mr. Hunting advised that the Planning Commission would have an opportunity during the comprehensive plan update to raise this as a concern. The Planning Commission can also address tonight whether they think the area should be rezoned or re-guided to residential.

Commissioner Robertson was concerned about the existing homeowners as they were not protected from someone coming in with a business that conforms to the B-1 zoning district.

Ms. Botten agreed that if such a business came in the neighbors would be notified of the public process, but they would not be protected from it.

Commissioner Robertson noted that until the comprehensive plan was officially changed the homeowners were potentially vulnerable.

Ms. Botten noted that there were some homes in that area that also had businesses on the property.

Commissioner Scales recalled that in the 1970's and 1980's this area was anticipated to change over to commercial and the houses were expected to be moved out over time. That never happened; however, and he recommended that they look at the area more as what it has been used for and not worry about business coming in in the future.

Commissioner Robertson stated now that they are aware of this issue the City may have an accountability to rezone the property appropriately.

Opening of Public Hearing

Sean Wright, 6825 Cahill Avenue, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Wright replied in the affirmative.

Commissioner Simon asked the applicant if he would have adequate space to access the lower garage.

Mr. Wright replied in the affirmative, stating the proposed addition would be 16 feet from the property line.

Commissioner Niemioja asked the applicant if he planned to stay awhile on the property.

Mr. Wright replied in the affirmative, stating to him the proposed changes made sense as the house was small and was not laid out very well.

Commissioner Lissarrague asked the applicant what he did for a living.

Mr. Wright replied remodeling.

Commissioner Lissarrague asked the applicant if he would be agreeable with the smaller addition that staff was recommending.

Mr. Wright replied he was not sure if it was possible.

Commissioner Robertson asked if the proposed addition would comply with impervious surface maximums.

Ms. Botten replied in the affirmative.

Commissioner Lissarrague asked staff what their main concern was.

Ms. Botten replied they were mostly concerned about the amount of proposed additional square footage.

Eleanor Denzer, 6781 Cahill Avenue, and Verna Wilson, 3491 East 71st Street, stated concerns regarding the proposed addition. It was determined; however, that they were mistakenly discussing a different property.

Ms. Denzer advised that although her property was zoned B-1 she was using it solely as residential and planned to remain residential.

Commissioner Lissarrague asked who owned the property.

Mr. Wright replied it was owned by him and his wife and he planned to live there with their two children.

Ms. Denzer asked the applicant if he planned to paint cars or engage in noisy activities.

Mr. Wright replied he only does woodworking.

Commissioner Robertson asked the applicant how he could reduce the size of the proposed addition to bring it into compliance with the 30% allowed by code.

Mr. Wright replied he was unsure. He advised that his first thought would be to eliminate the lower garage, which would require building a large retaining wall and bringing in a lot of fill. He advised that the house was originally set up as a duplex and he would like to keep the two separate living spaces.

Commissioner Weber asked the applicant how many square feet of additional livable space he was proposing.

Mr. Wright replied a little under 2,200 square feet.

Commissioner Robertson asked what the total square footage would be.

Mr. Wright replied approximately 3,500 square feet.

Commissioner Robertson stated that although she understood the applicant's desire for more space, she was concerned about the fact that he was aware of the size of the home when he purchased it and was now asking for more space than the City could comfortably approve.

Commissioner Simon stated she would have a difficult time approving the variance to exceed the 30% expansion as the applicant would have reasonable use of their property without the addition and it seemed to be a want rather than a need.

Mr. Wright responded that the home was only 1,300 square feet in size, including both levels, and 30% would only be an additional 400 square feet. He stated the home was undersized for the lot.

Commissioner Robertson reiterated that the applicant knew the size of the home when he purchased it.

Commissioner Lissarrague asked how much it would cost to build the addition.

Mr. Wright replied approximately \$200,000.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated she supported the request as she thinks that area will eventually be changed to residential and therefore what he is proposing would fit with the ultimate comprehensive plan guiding.

Commissioner Robertson asked how staff arrived at the 30% maximum expansion.

Ms. Botten replied by city code residents can expand the gross floor area of the non-conformity by 30% with a conditional use permit; anything exceeding 30% requires a variance.

Commissioner Scales recommended that the 30% maximum be revisited as it depended on the size of the house you started with. He believed we would likely see more of these situations as there were many smaller homes in the City on large lots. In his opinion, it was unreasonable to allow only an additional 400 square feet on the subject property.

Commissioner Lissarrague noted that the applicant was adding value to the neighborhood and he supported the request.

Commissioner Simon asked if the variances would be necessary if the property was zoned

residential rather than B-1.

Ms. Botten stated she would have to review it more, but likely it would be conforming in a residential district; however, an additional variance from front yard setback would be necessary. Staff would likely support that variance if they did not encroach further than the existing building.

Commissioner Simon stated after hearing further testimony she would now support the variance on the basis that the southern portion of the B-1 neighborhood would likely eventually be rezoned to residential.

Commissioner Wippermann stated by approving a previous ordinance change they have supported allowing more residential in the B-1, and he had no issues with the request.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Lissarrague, to approve the request for a conditional use permit to expand a legal nonconforming structure by 30% of its gross floor area, a variance to exceed the 30% expansion of a nonconforming structure, and a variance to exceed the maximum height allowed in the B-1 district, for the property located at 6825 Cahill Avenue, with the conditions listed in the report, and with the practical difficulty being that the property has been used as a residential property rather than commercial and should be zoned as a residential property.

Motion carried (7/0). This item goes to the City Council on October 9, 2017.

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

HEARING DATE: September 19, 2017

CASE NO: 17-40C

APPLICANT: Sean Wright

PROPERTY OWNER: Erin Schmidt

REQUEST: A conditional use permit and variances to expand a legal nonconforming use

LOCATION: 6825 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-1, Limited Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit and two variances to expand the existing home and add an attached garage. The property is .41 acres in size and zoned B-1, Limited Business. The existing house was built in 1930, prior to the City adopting a zoning code which makes the home a legal nonconformity. There is not an attached or detached garage on the property. City code allows a garage addition if none previously existed on a residential nonconforming lot. The applicant is also proposing to add 2,150 square feet of living space; the zoning code allows a lawfully existing nonconforming structure to conditionally expand its gross floor area by up to 30% and a variance to exceed that amount. The existing home is about 1,600 gross square feet. The applicant is proposing a 2,150 square foot home addition and a 1,200 square foot attached garage addition.

The specific request consists of the following:

- A.) A **Conditional Use Permit** to expand a legal nonconforming structure by 30% of its gross floor area.
- B.) A **Variance** to exceed the 30% expansion of a nonconforming structure.
- C.) A **Variance** to exceed the maximum height allowed in the B-1 district.

EVALUATION OF THE REQUEST

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

- North - Residential; zoned B-1, Limited Business; guided CC, Community Commercial
- East - Residential; zoned R-1C, single-family and B-2; guided LDR, Low density residential and CC, Community Commercial
- West - Park; zoned P, Public/Institutional; guided Public Open Space

South – City Property; zoned P, Public/Institutional; guided Public Open Space

CONDITIONAL USE PERMIT REVIEW

City Code, Title 10-3A-1 states that a conditional use permit may be approved if the City determines the following:

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

The use is not consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Community Commercial the uses envisioned in this district would be commercial type of businesses. Approving this large of a residential addition would reduce an opportunity for commercial or business redevelopment. If approved, the City may want to consider changing the comprehensive plan designation and zoning during the Comprehensive plan update process.

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

The applicant is proposing to add a garage to a property used as residential where none has currently existed. The Zoning Code allows a garage to be added to a nonconforming residential use without any special approvals; it is also the applicants desire to expand the gross square feet of living space.

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

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

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

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

5. *The use is generally compatible with existing and future uses of surrounding properties, including: Aesthetics/exterior appearance, noise, traffic, drainage, fencing, landscaping and buffering.*

A single-family home is compatible with the neighborhood. There is City park property to the south and west and residential to the north and east. The

addition would complete the existing residential use on the property by providing a garage addition.

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

The topography of the property is a little challenging, the home is located lower than the road. The request is to build the addition with the existing topography in mind. Access to the property and traffic volumes would not be changing.

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

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

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

The proposed home would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department on grading and drainage requirements.

NONCONFORMING CUP CRITERIA

Section 10-16-5 of the Zoning Regulations states that a lawfully existing nonconforming structure or structure containing a legally existing nonconforming use may conditionally expand its gross floor area by up to thirty percent (30%) if the following criteria are satisfied:

1. *A complete conditional use permit application shall be applied for and approved by the city council. Chapter 3, article A of this title shall regulate the city review and approval or denial of the conditional use permit.*

The applicant has submitted a Conditional Use Permit Application.

2. *A complete building permit application shall be submitted to the building inspections division, found satisfactory and issued prior to the commencement of any work on the expansion.*

If approved, the applicant would then apply for the proper building permits.

3. *The structure expansion shall meet all of the bulk standards for the zoning district within which the structure is located. A variance may be applied for if the structure expansion does not meet the respective bulk standards. The variance application and its review by the city shall be regulated according to the section 10-3-4 of this title.*

The applicant has applied for two variances, as detailed in this report.

4. *If an expansion is requested under this subsection, the city may impose standards and/or conditions upon the underlying nonconforming use or structure for purposes of health, safety or welfare.*

This criterion has been met; no conditions are proposed to be added for the purposes of health, safety, or welfare.

VARIANCE

City Code Title 11, 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 variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria. The applicant is asking for two variances: 1) to allow nonconforming use expansion to be greater than 30% and 2) to allow a building height of 35 feet whereas 25 feet is allowed in the B-1 district.

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

The surrounding neighborhood is developed residential and City property. The future land use designation of this parcel is Community Commercial, the uses envisioned in this district would be neighborhood businesses. Approving this large of a residential addition would reduce an opportunity for commercial or business redevelopment. If approved, the City may want to consider changing the comprehensive plan designation and zoning during the Comprehensive plan update process.

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

The property is a legal nonconforming lot; the nonconforming section of the zoning code states a variance may be applied for if the structure expansion does not meet the respective bulk standards. Although staff finds an expansion of a residential building that has been in existence since the 1930's, to be a reasonable request the proposed square footage is more than double the existing size of the home. Staff believes a foot print of a two-car garage, along with meeting the height requirements of a residential structure to be a reasonable addition to the property.

The use of the property has historically been residential and is proposed to be single-family residential. The proposed height of 35 feet complies with the maximum height requirements allowed in a residential district.

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

The property is a legal nonconforming lot. The lot size and width would meet or exceed the minimum requirements for a residential lot and there is ample room on the property for the proposed garage and living space expansion. The proposed height complies with the maximum height requirements for a residential home.

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

The residential use of the property would remain the same. The proposed structure would be the tallest structure in the neighborhood, but it would be in compliance with residential height requirements. Overall, there would not be a great impact to the character of the locality.

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

Economic considerations do not appear to be a basis for this request.

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 or portions thereof should be taken:

- Approval of a Conditional Use Permit to expand a lawfully existing nonconforming structure subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department or as modified herein.
 2. Any expansion or future additions on the property may require additional city approvals or permits and is not part of this conditional use permit.
 3. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
 4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

5. The siding shall comply with the exterior building material requirements for a single-family residential home.
- Approval of the **Variance** to exceed the 30% expansion of a nonconforming structure subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department or as modified herein.
 2. Any expansion or future additions on the property may require additional city approvals or permits and is not part of this conditional use permit.
 3. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
 4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

Practical difficulty: The size of the existing home, built in 1930, limits how large an addition can be constructed without a variance. Staff believes a foot print of a two-car garage, which is allowed by code, along with meeting the height requirements of a residential structure to be a reasonable addition to the property.

- Approval of the **Variance** to exceed the maximum building height in the B-1 district subject to the following condition:
 1. The maximum height of the proposed structure, as defined in the zoning code, shall not exceed 35 feet as allowed in the R-1C single-family residential district.

Practical difficulty: The existing home is located in the most restrictive commercial zoning district, it seems reasonable to allow an addition to the single-family home to comply with the height maximums in the residential district.

- 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 preceding report, staff has the following recommendations:

- Recommends approval of the **conditional use permit** to expand a legal nonconformity with the conditions listed.
- Recommends denial of the **variance** to exceed the 30% gross square foot expansion as submitted based on the fact the conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the size variance. The large addition could be considered a convenience to the applicant, not a practical difficulty.

Staff would be in support of a variance to allow a two-car garage addition with living space above or below not to exceed the height of 35 feet.

- Recommends approval of the **variance** to exceed the maximum height requirements of the B-1 district with the condition listed.

Attachments: Location Map
Applicant Narrative
Site Plan
Building Elevations



6825 Cahill Avenue



Legend	
	A, Agricultural
	E-1, Estate (2.5 ac.)
	E-2, Estate (1.75 ac.)
	R-1A, Single Family (1.0 ac.)
	R-1B, Single Family (0.5 ac.)
	R-1C, Single Family (0.25 ac.)
	R-2, Two-Family
	R-3A, 3-4 Family
	R-3B, up to 7 Family
	R-3C, > 7 Family
	R-4, Mobile Home Park
	B-1, Limited Business
	B-2, Neighborhood Business
	B-3, General Business
	B-4, Shopping Center
	OP, Office Park
	PUD, Planned Unit Development
	OFFICE PUD
	Comm PUD, Commercial PUD
	MF PUD, Multiple-Family PUD
	I-1, Limited Industrial
	I-2, General Industrial
	P, Public/Institutional
	Surface Water
	ROW

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.
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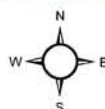


Exhibit A
Zoning and Location Map
Map not to scale

Sean Wright
7416 Clayton Avenue
IGH, MN 55076
[Date]August 21, 2017

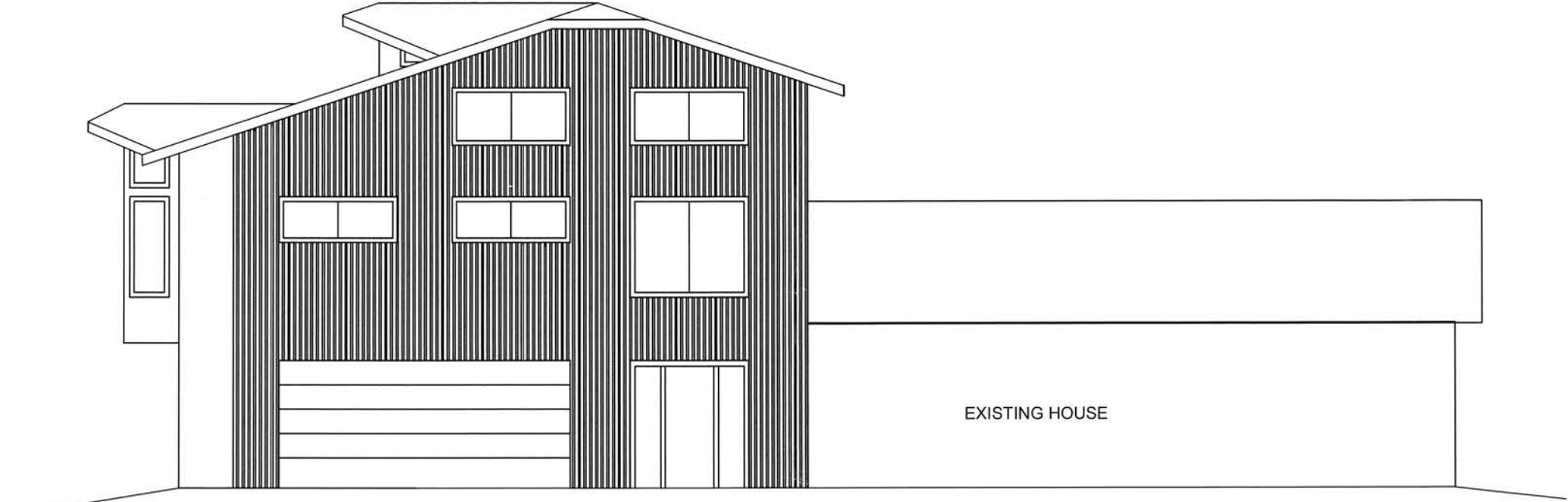
City of Inver Grove Heights
Planning Review
8150 Barbara Avenue

City of Inver Grove Heights,

The property at 6825 Cahill Avenue as it exists has no garage. The goal of the plan in review is to create garage space and add more living space along with it.

Thank You,

Sean Wright
Applicant



EAST ELEVATION
SCALE: 1/8" = 1'-0"

SEAN WRIGHT
6825 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076



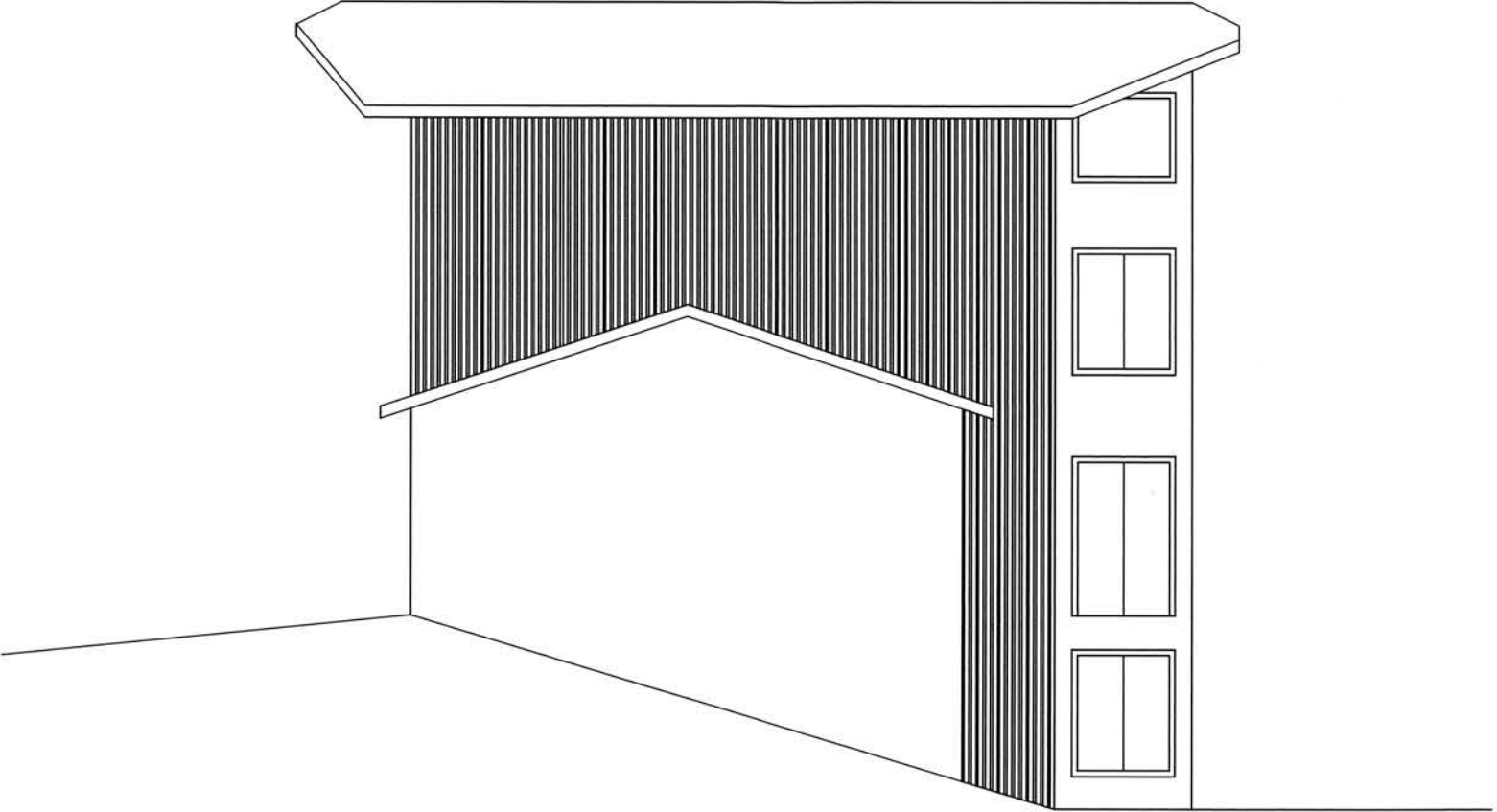
NORTH ELEVATION
SCALE: 1/8" = 1'-0"

SEAN WRIGHT
6825 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076



WEST ELEVATION
SCALE: 1/8" = 1'-0"

SEAN WRIGHT
6825 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

SEAN WRIGHT
6825 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BITUMINOUS ROADWAYS – CASE NO. 17-43CZ

Meeting Date: October 9, 2017
 Item Type: Regular
 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 an Ordinance Amendment to renew the five (5) year Sand and Gravel Overlay District for the asphalt operation located at 11661 and 11201 Rich Valley Boulevard;

- Requires 3/5th's vote.
- 60-day deadline: October 20, 2017 (first 60 days)

SUMMARY

Bituminous Roadways is requesting a five (5) year extension to their existing Sand and Gravel Overlay for the gravel pit/asphalt plant located on Rich Valley Boulevard.

No physical changes are being proposed for the operation. The applicant is requesting three changes to the conditions of approval.

ANALYSIS

The three proposed changes are as follows:

1. Hours. The applicant is requesting to allow some parts of the operation to begin one hour earlier. The hours would be from 6:00 am to 7:00 pm, M-Sat. The applicant would like to start up the asphalt plant earlier and allow some empty Bituminous owned trucks to leave the site. The balance of the operation would remain the same. No outside trucks would be allowed in and no loading of trucks before 7:00 am as is done currently. If no issues are raised, staff would support the request.
2. Utilizing an existing driveway at the south end of the site. The applicant would like to utilize an existing driveway for limited secondary access. Has not been shown as a potential access before and therefore not addressed in any conditions. A condition has been added to limit the usage of the access (see condition #31).
3. Modify and clarify the well testing schedule and storm water pond and wash water pond testing. A condition was added many years ago to test the wash water ponds. These ponds silt up very quickly and do not infiltrate well. Because of this, proposal is to eliminate testing the wash water ponds. The applicant believes continuation of the other pond and well testing better represents monitoring for any groundwater impacts.

Engineering agrees that these ponds would silt up fast and restrict infiltration. Staff would support change if no other issues are noted.

The applicant has also provided a map with a test schedule for the wells and storm ponds. The conditions require testing every two years, but a testing schedule has never been formally adopted. The water testing map would become part of the approved plans.

The Environmental Commission reviewed the request on September 21 and recommended approval of the request with the added condition (31) regarding limiting use of the southern driveway. They also recommended the applicant provide a summary of all testing results to be included in the city council packet. A summary has been provided and is part of this packet. The summary indicates test results did not exceed limits set by MN Department of Health or the EPA. The storm ponds and wash water ponds showed levels of diesel range organics above the reporting limits, but levels are below the MPCA's action level for investigation.

At the Environmental Commission there appeared to be some confusion regarding the mailed public notice being received in the mail. The notice was delivered to the post office on September 6, in time for the public hearing, but apparently did not get received by some residents just before or after the Planning Commission date of September 19. At the request of the Environmental Commission, staff mailed out a second notice informing residents of the meeting date with the city council. Notice was mailed to property owners within 1,000 feet of the perimeter of the property per city code.

The Planning Commission reviewed the request on September 19 and also recommended a condition be included limiting the use of the southerly secondary access.

Planning Division. Recommends approval of the ordinance amendment to extend the Sand and Gravel Overlay District approval for an additional five (5) years subject to the conditions listed in the attached ordinance amendment. All proposed changes are in bold text.

Attachments: Ordinance Amendment
 Environmental Commission Recommendation
 Planning Commission Recommendation
 Planning Report
 Supplemental Information

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 OF THE INVER GROVE
HEIGHTS CITY CODE**

CASE NO. 12-17CZA

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1037 adopted July 8, 2002, entitled, "AN ORDINANCE AMENDING, RESTATING, AND RECODIFYING SECTIONS 405, 425, 515, 505, 516, 517, 518, 519, 520, 525, 535, 540, 545, 546, AND 550 OF THE INVER GROVE HEIGHTS CITY CODE" being also known as the City Zoning Ordinance is hereby amended to rezone to Temporary Sand and Gravel (S & G) for a period of five (5) years to following described property located within the City of Inver Grove Heights, Minnesota, to wit:

That part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32, Township 27, Range 22, lying westerly of Rich Valley Boulevard; except that part described as follows: Commencing at the SE corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence west along the south line thereof, a distance of 592.43 feet; thence north 344.9 feet; thence east 570 feet to the centerline of Rich Valley Boulevard; thence southeasterly along said centerline, a distance of 67 feet to the east line of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence south 281.85 feet to the point of beginning. Part of PID # 20-03200-011-05, and

The Northeast Quarter of the Southwest Quarter and the North One-Half of the Southeast Quarter, Section 32, Township 27, Range 22, and all of that tract of land lying West of Highway 5 in the Northwest Quarter of

the Southwest Quarter , Section 33, Township 27, Range 22; subject to an easement to Minnesota Northern Natural Gas Company, as described in Deed recorded in Book 193 of Deeds, page 374. PID No. 20-03200-010-75, 20-03200-020-50.

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1037 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002," 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, and shall be subject to the following conditions:

1. The Temporary Sand and Gravel (S&G) Zoning shall remain in place on the property for a period of five (5) years to expire on (council approval date), 2022.
2. The operation of the sand and gravel operation approved herein shall comply with all provisions of Inver Grove Heights City Code, Title 10-13G, Sand and Gravel Overlay District, except as specifically modified herein.
3. The following plans, on file with the Planning Division, shall constitute the "approved plans" referenced therein:
 - Existing conditions dated 8/18/17
 - Phasing Plan dated 8/18/17
 - Final Land Use Plan dated 4/25/02
 - Cross Section Plans (3 sheets) dated 8/18/17
 - Reclamation Plan dated 8/18/17
 - Landscaping Plan - east property line dated 2017
 - Landscape Plan - south property line dated 2017
 - Water Testing Map - dated 9/5/17

All aspects of the operation of the site shall comply with the approved plans.

4. The location of the asphalt plant shall remain in its existing position and shall not be relocated unless this sand and gravel ordinance is amended.
5. "Operation" as it relates to hours of operation, shall include, but is not limited to, all mining and grading operations, washing, the operation of

the asphalt plant on the site, and movement of vehicles and equipment in and out of the site. Hours of operation on the site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday, **except hours of operation may begin at 6:00 a.m. Monday - Saturday for internal operations only, including start up of the asphalt plant and allowing BRI owned vehicles that were parked overnight to exit the site.** The crushing of concrete which shall be regulated by Condition #7. The asphalt plant shall be allowed to operate a maximum of 30 night shifts (7:00 p.m. to 7:00 a.m.) during the construction season each year. Bituminous Roadways shall provide the city with written notice prior to each event, including confirmation of contact with the nearest neighbor so a record can be kept to monitor total hours used each season.

6. Crushing of concrete on site shall be permitted provided the following conditions are met:
 1. All crushing operations shall be conducted in the current location in the existing site.
 2. The stockpile of concrete to be crushed and the stockpile of already crushed concrete shall not in the aggregate exceed a total of 50,000 cubic yards.
 3. The height of the stockpiles shall not exceed 25 feet.
4. Crushing shall occur on not more than 12 weeks during the calendar year. No crushing shall occur on Sunday; crushing shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday - Friday and 9:00 a.m. to 6:00 p.m., Saturday.
7. Bituminous Roadways may temporarily store Manufactured Organic Shingle Scrap (MOSS) in open storage areas provided the areas in the aggregate do not exceed one (1) acre in size and provided the location and storage configuration is approved by the Fire Marshal and Director of Community Development. MOSS storage areas may be relocated as operations on the site change subject to the approval of the Fire Marshal and the Director of Community Development. The City may impose reasonable conditions relating to dust control, fire prevention and size, height and configuration of the storage piles.
8. The final disposal of MOSS on the site shall be prohibited.
9. As part of the approval granted herein, the applicant may use used concrete and asphalt products as a part of the operation. Stockpiling area for these materials shall be as noted on the approved plans.

10. Bituminous Roadways shall prohibit all drivers of trucks from using Rich Valley Boulevard north of Cliff Road except in those instances where materials are being taken to a project located within the City's regulatory authority. Bituminous Roadways shall post an advisory to all drivers to the same effect at exits from the site.
11. The site shall be kept clear, at all times, of windblown debris.
12. The foundry sand in the southeast berm shall be left undisturbed.
13. Bituminous Roadways shall bring no additional foundry sand onto the site.
14. The berms which cover the foundry sand shall be maintained in vegetative cover to control erosion of the foundry sand.
15. The stockpiled MOSS, shingle scrap, recycled asphalt, and concrete pavement will not be disposed at the site.
16. Stock piles of recycled asphalt, MOSS, shingles, and concrete shall be limited in size to amount that will be used that year.
17. Backfill material shall be either clean fill material that was stripped off the site or other clean fill material which is brought in from offsite.
18. Spent bag house bags will be disposed of in a lined landfill permitted or approved to accept such materials.
19. A restoration bond shall be in an amount to cover the costs of restoration of the site, as determined by the City Engineer, prior to City Council approval.
20. Bituminous Roadways shall obtain and maintain the necessary licenses and approvals from Dakota County and Minnesota Department of Natural Resources. Terms and conditions of the license and approval shall be hereby incorporated into this City approval.
21. Bituminous Roadways shall obtain and maintain the necessary Minnesota Pollution Control Agency permits including two air quality permits and one industrial storm water permit. The terms and conditions of those permits shall be hereby incorporated into this City approval.
22. All reports which are required to be submitted to Dakota County under a Hazardous Waste Generators License and a Processing License shall also

be submitted to the City, including the required annual and quarterly reports.

23. All reports which are required to be submitted to the Minnesota Pollution Control Agency shall also be submitted to the City, including annual emissions inventory report, semi-annual deviations report, annual compliance certification report, and annual report.
24. Monitoring shall be conducted at the single water well that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur with half the wells every other year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.
25. Monitoring of the storm water ponds and wells shall be conducted every other year and shall be tested for the same elements as listed in condition #24 **per the proposed testing schedule identified on the Water Testing Map.**
26. All buildings shall be removed from the site within three (3) months of the closure of the facility.
27. Bituminous Roadways shall enter into a Host Community Agreement with the City of Inver Grove Heights including the payment of host community fees, within three (3) months of the State Legislature providing the City with the Authority to enter into such an agreement.
28. Restoration shall be conducted in phases at the site. As portions of the mining area are completed, the areas will be backfilled, graded, topsoil applied and vegetation established.
29. The operator is responsible for obtaining all required permits for the wash water well from the appropriate state and or county agencies and must meet all DNR requirements, obligations and protocols for a well appropriations permit, including responsibilities and protocols for any remedial actions and those responsibilities and protocols for any compensation or damages from the loss of well use affected neighboring properties. Any change or any application for an appropriation permit for an aquifer different than the one that has been identified would require an amendment to the conditional use permit.
30. Bituminous Roadways shall provide a voluntary well interference protocol agreement for neighboring properties within ½ mile of the well

requesting to be a party thereto. The agreement shall be prepared by Bituminous Roadways and shall stipulate procedures to follow should well problems occur. The agreement between the parties is strictly voluntary and not required for the well to be operational.

31. The southern access to the site shall be allowed as a secondary driveway for the operation provided it is used by no more than 10% of the truck traffic for the site.

Enacted and ordained into an Ordinance this _____ day of _____, 2017.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

1. Call to Order

Meeting called to order at 7:00 PM by Chair Trenzeluk

2. Pledge of Allegiance

3. Roll Call

Commissioners Present: Chair Ted Trenzeluk, Sarah Brass, Nichole Boehmke, Jesse Fillmore, Robert Heidenreich, Patricia Todd, Lauren DeGido

Commissioners Absent: Ken Johnson and Joan Gabriel

Staff Present: Heather Botten, Associate Planner
Allan Hunting, City Planner

4. Approval of Minutes

Commissioner Gabriel moved to approve the minutes with one word change on page 3 from June 22, 2017. Commissioner Heidenreich seconded the motion. Motion to approve carried unanimously.

5. Applicant Requests

- A) **Bituminous Roadways, Inc: Consider an Ordinance Amendment for the renewal of a five-year sand and gravel overlay permit for the property located at 11661 and 11201 Rich Valley Boulevard.**

Allan Hunting, City Planner presented the request. He advised that Bituminous Roadways operates an asphalt plant and sand and gravel mining operation in the southern half of the City on Rich Valley Boulevard since 1963. A condition of the sand and gravel overlay district requires renewal every five years; the last approval was in October 2012. Mr. Hunting stated the applicants are only asking for the five-year extension to the sand and gravel permit; there are no changes being made to the existing CUP.

Mr. Hunting stated Bituminous Roadways is requesting three changes to the current approvals, including 1) that the asphalt plant be allowed to start up and move some of their trucks that have been parked overnight out onto the road at 6:00 a.m. rather than 7:00 am., 2) be allowed to utilize an existing driveway on the southern end of the property as a backup secondary access, and 3) modify the monitory plan to eliminate the testing of the wash plant sedimentation ponds as they seal up with sedimentation and do not infiltrate or accurately identify content.

Mr. Hunting stated that Mr. Wicker owns property surrounded by Bituminous Roadways, he has no issues with the proposed time change.

Commissioner Trenzeluk asked if the wells being tested were close to the Flint Hills wells or if they were far enough apart where there would not be any overlap in testing areas. Mr. Hunting responded he was unsure but the applicant could address his questions.

Commissioner Trenzeluk referenced condition number 30 regarding the well interference agreement for neighboring properties. Mr. Hunting responded that condition is in regards to the large well that needed the DNR procreation agreements.

Mr. Hunting continued stating staff has not been made aware of any issues of non-compliance on the site, the applicants have provided all of the required materials, and Dakota County and DNR have not reported any issues. Mr. Hunting concluded by stating staff supports the request for the renewal of a five-year sand and gravel overlay permit with the changes requested.

Mr. Trenzeluk asked if there were any neighborhood concerns. Mr. Hunting replied that one resident called earlier in the night but he was unsure of his concern and there was another resident at the Planning Commission meeting who had concerns with the truck traffic.

Commissioner Heidenreich asked who was notified of the request. Mr. Hunting replied that residents who lived within 1,000 feet of the property were notified by mail.

Commissioner DeGidio asked what content was in the mailed letter. Mr. Hunting responded that our standard public hearing notification was sent that included a map of the area of concern, the applicants name, meeting dates and a general statement of the request.

Commissioner Heidenreich asked how many days prior to the hearing was the notice sent. Mr. Hunting replied that it was mailed at least 10 days prior to the public hearing date and it was also published in the paper.

Commissioner Heidenreich commented he lives within the notice area and did not receive a notice. Mr. Hunting replied that he would look into it. Commissioner Todd suggested another mailing be done prior to the City Council meeting.

Michaela Whelan, Sunde Engineering and Todd Smedhammer, Bituminous Roadways stated they were there to answer any questions the Commission may have. Ms. Whelan stated that Bituminous Roadways was near the landfill but the groundwater was upstream from the landfill.

Commissioner Heidenreich asked if the newest large well was included with the tri-city aquifer and if there has been any drawback and contamination from the aquifer. Ms. Whelan replied the newest well was not used very often. Ms. Whelan continued stating that the testing areas showed no contaminants above action levels. She stated that the well records were not included with the packet but were available for review.

Commissioner Heidenreich asked if the applicants washed rock from material brought in from another site or just native rock. Mr. Smedhammer replied that only rocks from on-site were washed.

Commissioner Brass asked the applicant to explain the washing of aggregate. Mr. Smedhammer replied that the rock is mined from the bank and then is split from the sand. They wash the sand clean so it is clean and a better material when used to make bituminous.

The well is used a few days in spring time and then about once a week after, a draw down of the aquifer has not been documented.

Commissioner Heidenreich commented the DNR had comments in the previous well application; have there been any issues or additional concerns with the DNR. Mr. Smedshammer stated that the well testing results have been submitted to the DNR, they have not had any complaints or concerns about the operation.

Commissioner Heidenreich asked if there was any concern about the aquifer and the amount of water being drawn from the east. Mr. Smedshammer stated that at one time there was a concern, but there have not been any issues.

Commissioner Todd asked about the well that is proposed to be removed from testing. Ms. Whelan replied that stormwater and sedimentation ponds have been tested.

Commissioner Heidenreich asked how long the washing pond has been in operation. Mr. Smedshammer replied they started using the washing pond fall of 2013. Commissioner Heidenreich stated he would like to see the results of the testing of this pond. Commissioner Heidenreich clarified that there was an original test done and then one more since they started operation of the washing pond. Ms. Whelan replied in the affirmative.

Commissioner Todd asked why the applicants wanted to begin their operation at 6:00 am. Mr. Hunting replied that there was an error in the staff report, the condition should reflect the wording as it is stated in the applicant's materials. Commissioner Heidenreich commented that a correction should also be made to page 4 from PM to AM. Mr. Hunting concurred.

Commissioner Todd stated that a percentage should be added to the amount of time the southern access would be used. Mr. Smedshammer stated they would be ok with a condition being added that they are not allowed to use the southern access more than 10% of the time.

Commissioner Heidenreich stated the back-up alarms on the trucks are loud and can be heard from a long distance, especially in the summer. He had concerns with the earlier start time and the additional noise. Mr. Smedshammer replied that the earlier start times would be for the Bituminous Roadway trucks, that would be leaving the site empty. There would not be dumping or loading any loads before 7:00 am; therefore, there shouldn't be the use of the back-up alarms if they are just driving out of the site.

Commissioner Fillmore asked about the monitoring of the wells and if there was a gross alpha radiation test that was done or any kind of radiation testing. Commissioner Fillmore referenced fracking done in South Dakota and the radium issues that are a concern. Ms. Whelan replied that she did not believe radium was an issue here; during the last renewal process BARR Engineering imposed the recommended testing parameters for ground water.

Commissioner Trenzeluk stated Bituminous Roadways has been in business for decades and they have a good track record; he was comfortable moving this forward with conditions. Commissioner Heidenreich concurred.

Commissioner Todd made the motion to notify residents within 1,000 feet of the Bituminous Roadway property of the City Council meeting to be held on October 9th. Commissioner Heidenreich seconded the motion. Motion passed unanimously.

Commissioner Todd stated she would like to add a condition relating to the amount of time the southern access would be used.

Commissioner Todd asked Commission Heidenreich if he was comfortable with only one round of testing data being made available for the washing pond or would you like to see more data. Commission Heidenreich replied he was comfortable with the existing testing, if the wells do dry Bituminous Roadways would be responsible.

Commissioner Fillmore commented on adding language such as the test results and the regulatory standards of the washing pond and the new well shall be added to the Council packet and presented to the Council at the October 9th meeting.

Commissioner Heidenreich made the motion to approve the request to renew the sand and gravel permit as submitted with two additional conditions:

- 1) the southern access would not be used more than 10% of the time, and
- 2) the test results and the regulatory standards of the washing pond and the new well shall be added to the Council packet and presented to the Council.

Commissioner Todd seconded the motion. Motion passed unanimously (7-0).

6. Other Business

7. Adjourn

Commissioner Todd moved to adjourn at 7:45 pm. Commissioner Fillmore seconded the motion. Motion approved unanimously.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 19, 2017

SUBJECT: **BITUMINOUS ROADWAYS – CASE NO. 17-43CZ**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment for the mining and processing of sand and gravel, an asphalt plant and contractor's yard with open storage and a five-year sand and gravel overlay district for the property, and an ordinance amendment for the renewal of a five-year sand and gravel overlay permit for the property located at 11661 and 11201 Rich Valley Boulevard. 28 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Bituminous Roadways operates an asphalt plant and sand and gravel mining operation in the southern half of the City on Rich Valley Boulevard since 1963. A condition of the sand and gravel overlay district requires renewal every five years; the last approval was in October 2012. Bituminous Roadways is requesting three changes to the current approvals, including 1) that the asphalt plant be allowed to start up and move some of their trucks that have been parked overnight out onto the road at 6:00 a.m. rather than 7:00 a.m., 2) be allowed to utilize an existing driveway on the southern end of the property as a backup secondary access, and 3) modify the monitory plan to eliminate the testing of the wash plant sedimentation ponds as they seal up with sedimentation and do not infiltrate or accurately identify content. Staff is not aware of any issues that exist with the site. If the Planning Commission supports the utilization of the secondary access it should be added as a condition of approval. Mr. Hunting noted that he misstated the language in Condition 5 regarding hours of operation. The language should be modified to match that of the narrative in regard to allowing vehicles that were parked overnight to exit the site. The applicants want the ability to have Bituminous Roadways trucks exit out of the site and to allow startup of the asphalt plant at 6:00 a.m. The resident who is surrounded by the plant, Mr. Wicker, has been notified of the request and he has voiced no concerns with the proposal. Staff recommends approval of the sand and gravel renewal for five years with the changes to the operation as laid out in the conditions.

Commissioner Lissarrague asked how the hours were originally set at a 7 a.m. start time.

Mr. Hunting replied that requirement has been in place for many years and he believes it was chosen as it was considered a typical startup time for many businesses.

Commissioner Lissarrague asked if that was a general startup time for Inver Grove Heights businesses.

Mr. Hunting replied not in all cases. The City generally likes contractors working in residential areas to refrain from starting work before 7:00 a.m.

Recommendation to City Council

September 19, 2017

Page 2

Commissioner Lissarrague stated 7:00 a.m. would be considered a reasonable hour to begin work.

Commissioner Wippermann asked if there were any other sand and gravel operations in the City.

Mr. Hunting replied he was aware of two others in the City; Dawnway Demolition Landfill and the Max Steininger operation off Clark Road.

Commissioner Wippermann asked if tonight's approvals would set precedence for the other sand and gravel operations.

Mr. Hunting advised that he did not believe the others had established hours of operation.

Opening of Public Hearing

Kent Peterson, CEO of Bituminous Roadways, 6130 – 150th Street SE, Prior Lake, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Peterson replied in the affirmative. He advised that the extra hour they were requesting would enable them to get a jump on production. Also, there would likely be only three trucks leaving in the morning.

Dale Nelson, 9860 Rich Valley Boulevard, stated that Rich Valley Boulevard is a narrow road that has sustained a lot of additional traffic and is also very popular with bicyclists. He advised that it has become a very dangerous situation because of dump trucks and side dumpers crossing center lines, exceeding sound and speed limits, etc. and he recommended that the permit not be renewed.

Terri Stark, 9860 Rich Valley Boulevard, stated that trucks going by on Rich Valley Boulevard wake them up in the morning and allowing them to begin work an hour earlier would affect the lives of the people living along that road.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Wippermann asked if there was language in the conditions of approval prohibiting drivers from using Rich Valley Boulevard unless they were going to a project in Inver Grove Heights.

Mr. Peterson replied in the affirmative, stating their trucks are expected to go north to Cliff Road or south to 117th Street unless there is work in the area. He advised there are a lot of trucks in the area that are not hauling for Bituminous Roadways.

Commissioner Lissarrague stated he lived close to this area and it was true that it was a

Recommendation to City Council

September 19, 2017

Page 3

dangerous traffic situation as the number of trucks traveling has greatly increased. He was not in favor of allowing the asphalt operation to begin at 6:00 a.m.

Mr. Peterson clarified that no trucks would be able to enter the site until 7 a.m. and there would be no loading of trucks before 7 a.m. The extra hour would be for asphalt trucks that are onsite overnight.

Commissioner Lissarrague asked the applicant to explain the following statement in the report 'including startup of the asphalt plant'.

Mr. Peterson replied that would allow them to store asphalt as they are making it prior to loading it into the trucks.

Commissioner Lissarrague asked if the entire operation would be starting an hour early.

Mr. Peterson replied that was not correct; they would not be loading any trucks or allowing trucks to enter the site until 7:00 a.m.

Commissioner Niemioja stated although she sympathized with Mr. Nelson and Ms. Stark's concerns, she did not see a reason not to support the request. She noted that, unlike earlier requests, the business was not located in the middle of a residential neighborhood, and she does not place all the blame for the traffic issues on this applicant as there were many other trucks in the area.

Commissioner Weber advised that his house was very close to Rich Valley Boulevard and he also hears a lot of trucks. However, most of those trucks come from construction areas in other cities; not this location.

Mr. Nelson stated he will continue to monitor the traffic and will contact law enforcement with any issues.

Commissioner Lissarrague asked if perhaps they should require the other sand and gravel operations to follow the same hours of operation.

Commissioner Scales stated he does not want to limit business owners because of what others are doing, and in this case he felt the traffic issues were more of a law enforcement issue.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commission Niemioja, to approve the ordinance amendment for the renewal of a five-year sand and gravel overlay permit, for the property located at 11661 and 11201 Rich Valley Boulevard, with the listed conditions and an additional condition to allow the applicant to utilize an existing driveway on the southern end of the property as a secondary access for the business.

Motion carried (6/1 - Lissarrague). This item goes to the City Council on October 9, 2017.

Recommendation to City Council

September 19, 2017

Page 4

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: September 13, 2017

CASE NO: 17-43CZ

APPLICANT: Bituminous Roadways

PROPERTY OWNER: Bituminous Roadways

REQUEST: Sand and Gravel Zoning District designation five (5) year renewal

LOCATION: 112th Street and Rich Valley Boulevard

HEARING DATE:

Planning Commission: 9/19/17
Environmental Commission: 9/21/17

COMPREHENSIVE PLAN: IOS, Industrial
Open Space

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Bituminous Roadways, Inc. has submitted an application for an extension of their five year Sand and Gravel Overlay Zoning District designation for their approximately 200 acre site. The operations at the existing site include the mining and removal, crushing, screening, washing and stockpiling of aggregate for the asphalt plant, and the recycling and stockpiling of concrete and rock products. The main processing activities will include, crushing, screening and washing. Over the life of the facility, mining is proposed to occur on approximately 141 acres of the site and the remaining 60 acres is designated as a buffer area.

Approvals of any Sand and Gravel Overlay Districts require renewal every five years. The current Sand and Gravel approval was granted on October 22, 2012 and expires on October 22, 2017. The site also operates under a Conditional Use Permit to allow for the asphalt plant, processing of sand and gravel and a contractor's yard with open storage. The conditional use permit does not require renewals.

The applicant has submitted a narrative describing the operation and has provided maps showing existing conditions and a final development plan for the gravel pit. The applicant is proposing three changes to the current approvals:

1. Requesting the asphalt plant be allowed to begin operations at 6:00 a.m. and allow bituminous trucks to move within the site. Normal operations would begin at 7:00 a.m. The current approvals limit operations from 7:00 a.m. to 7:00 p.m. M-S.
2. Utilizing an existing driveway on the southern end of the property as a back up secondary access.

3. Modify and clarify the well testing schedule and storm water pond testing.

EVALUATION OF THE REQUEST

The site is surrounded by the following uses:

North – Vacant land; zoned A; guided IOS

East - Open space, west 100 acres/agricultural; zoned A and I-1; guided Limited Industrial

West – Open space/agricultural; zoned A; guided RDR

South – Residential, Open space/agricultural; zoned A; guided IOS

History

The City granted the original Sand and Gravel zoning of the property on May 13, 1974 for a period of 15 years. On December, 26, 1979, the City approved a conditional use permit for the asphalt plant. This permit was initially granted for a period of five years but was extended by the City, at the owners request in 1984. On April 24, 1989, the City approved the next five year extension and a CUP for the asphalt plant and for a contractors yard for the painting contractor that also operates out of the site. The City Council again approved an extension on March 28, 1994 for both the Sand and Gravel Overlay and for the CUP extension.

The City Council approved a five year extension for the Sand and Gravel Overlay and CUP for sand and gravel processing, asphalt plant and contractor's yard in April 2001 at the existing 70 acre site.

In 2002, the City Council approved a 130 acre expansion of the sand and gravel operation. That expansion required that an EAW be prepared for the site. This was done and was reviewed by the Environmental Commission and was approved by the City Council with a negative declaration that an environmental impact statement was not needed.

In 2012, the City Council approved a modification to the approval to allow a well to be drilled to use for wash water. The DNR approved a water appropriation permit and the site has been using the well for wash water at times during the summer.

The City has approved two additional 5-year permits since the 2002 expansion. The current sand and gravel approval expires October 22, 2017.

ANALYSIS

The analysis of this report consists of a review of each condition of the existing Sand and Gravel Temporary Zoning District approval as well as addressing the three proposed changes. The existing condition will be listed followed by a response on the status of that condition and/or modification.

A. Sand and Gravel Temporary Zoning District

1. The Temporary Sand and Gravel (S&G) Zoning shall remain in place on the property for a period of five (5) years to expire on October 22, 2017.

The application will be reviewed by the Environmental Commission on September 21 and City Council on October 9th.

2. The operation of the sand and gravel operation approved herein shall comply with all provisions of Inver Grove Heights City Code, Section 515.19, Sand and Gravel Zoning District, except as specifically modified herein.

No issues found with this condition. Staff is not aware of any non-compliance with this condition.

3. The following plans, on file with the Planning Division, shall constitute the “approved plans” referenced therein:

Existing conditions dated 7/21/12

Phasing Plan dated 7/21/12

Final Land Use Plan dated 4/25/02

Reclamation Plan dated 7/21/12

Landscaping Plan – east property line dated 2012

Landscape Plan – south property line dated 2012

All aspects of the operation of the site shall comply with the approved plans.

The site has been operating in accordance with the approved plans since the expansion was approved in 2002. The current Comp Plan guides the area as IOP, Industrial Open Space.

This category was created to serve as a buffer between heavier industrial uses (land fill, gravel pit and refinery) and residential uses. Industrial uses that are currently operating within this area would be allowed to continue operating under existing permits without further restrictions. The final land use plan shows large lot residential with a public street extending from Rich Valley Boulevard. No sewer is expected on the west side of Rich Valley and therefore the lots would be served by their own well and septic system. No other issues existing with this condition.

4. The location of the asphalt plant shall remain in its existing position and shall not be relocated unless this sand and gravel ordinance is amended.

No changes proposed. No issues with this condition.

5. “Operation” as it relates to hours of operation, shall include, but is not limited to, all mining and grading operations, crushing and screening of rock, washing, the operation of the asphalt plant on the site, and movement of vehicles and

equipment in and out of the site. Hours of operation on the site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, 9:00 a.m. to 6:00 p.m. Saturday, except the asphalt plant may run 7:00 a.m. to 7:00 p.m., Saturday. The crushing of concrete and asphalt shall be regulated by condition #6.

The applicant is requesting the hours be changed to allow morning start time at 6:00 a.m. Current start time is 7:0 a.m. This would allow the start up of the asphalt plant and allow BRI vehicles to leave the site. Balance of operations would begin at 7:00 a.m.

Setting hours of operation is not used very often. This was mostly required because there is a residential home that is nearly surrounded by BRI. The neighbor has been notified and according to BRI, they are ok with the change. Staff does not see any issues with changing the morning hour.

6. Crushing of concrete on site shall be permitted provided the following conditions are met:
 1. All crushing operations shall be conducted in the current location in the existing site as of 6/4/02.
 2. The stockpile of concrete to be crushed and the stockpile of already crushed concrete shall not in the aggregate exceed a total of 50,000 cubic yards.
 3. The height of the stockpiles shall not exceed 25 feet.
 4. Crushing shall occur on not more than 12 weeks during the calendar year.
No crushing shall occur on Sunday; crushing shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday and 9:00 a.m. to 6:00 p.m., Saturday.

No issues with this condition. To our knowledge, the site operates under these conditions. Staff has not received any complaints that the operator is working outside of the approved hours.

7. Bituminous Roadways may temporarily store Manufactured Organic Shingle Scrap (MOSS) in open storage areas provided the areas in the aggregate do not exceed one (1) acre in size and provided the location and storage configuration is approved by the Fire Marshal and Director of Community Development. MOSS storage areas may be relocated as operations on the site change subject to the approval of the Fire Marshal and the Director of Community Development. The City may impose reasonable conditions relating to dust control, fire prevention and size, height and configuration of the storage piles.

Bituminous Roadways does temporarily store MOSS on site in the area identified as shingle storage on the site plan. The stock pile is located in the same area as the previous approval (typically in the northern portion of the site). No issues with this condition.

8. The final disposal of MOSS on the site shall be prohibited.

Operational condition.

9. As part of the approval granted herein, the applicant may use used concrete and asphalt products as a part of the operation. Stockpiling area for these materials shall be as noted on the approved plans.

The proposed plans show the location of the product stockpiles. The stockpiles are generally located in the same location as previous approvals. No issues with this condition.

10. Bituminous Roadways shall prohibit all drivers of trucks from using Rich Valley Boulevard north of Cliff Road except in those instances where materials are being taken to a project located within the City's regulatory authority. Bituminous Roadways shall post an advisory to all drivers to the same effect at exits from the site.

No issues with this condition. To our Knowledge, the site operates under these conditions.

11. The site shall be kept clear, at all times, of windblown debris.

No issues with this condition. To our Knowledge, the site operates under these conditions.

12. The foundry sand in the southeast berm shall be left undisturbed.

The southeast foundry sand berm had been undisturbed and contained a vegetative cover. This condition has been satisfied.

13. Bituminous Roadways shall bring no additional foundry sand onto the site.

Operational condition. No additional foundry sand has been found on the site.

14. The berms which cover the foundry sand shall be maintained in vegetative cover to control erosion of the foundry sand.

This condition has been satisfied.

15. The stockpiled MOSS, shingle scrap, recycled asphalt, and concrete pavement will not be disposed at the site.

No issues with this condition. To our Knowledge, the site operates under these conditions.

16. Stock piles of recycled asphalt, MOSS, shingles, and concrete shall be limited in size to amount that will be used that year.

No issues with this condition. To our Knowledge, the site operates under these conditions.

17. Backfill material shall be either clean fill material that was stripped off the site or other clean fill material which is brought in from offsite.

Operational condition.

18. Spent bag house bags will be disposed of in a lined landfill permitted or approved to accept such materials.

Bituminous Roadways indicates the spent bags are disposed of at a landfill.

19. A restoration bond shall be in an amount to cover the costs of restoration of the site, as determined by the City Engineer, prior to City Council approval.

The City does have a restoration bond from Bituminous Roadways to cover the costs of restoration. The City Engineer indicates no changes are needed.

20. Bituminous Roadways shall obtain and maintain the necessary licenses and approvals from Dakota County and Minnesota Department of Natural Resources. Terms and conditions of the license and approval shall be hereby incorporated into this City approval.

Bituminous Roadways has provided the city with copies of all necessary permits from other agencies. The site is in compliance with this condition.

21. Bituminous Roadways shall obtain and maintain the necessary Minnesota Pollution Control Agency permits including two air quality permits and one industrial storm water permit. The terms and conditions of those permits shall be hereby incorporated into this City approval.

Bituminous Roadways has provided the city with copies of all of the required permits. No notices of violation have ever been issued by the MPCA. The site is in compliance with this condition.

22. All reports which are required to be submitted to Dakota County under the single Hazardous Waste Generators License and the one Processing License shall also be submitted to the City, including the required annual and quarterly reports.

During the 2012 renewal, it was discovered from Dakota County that as of 2003, the facility was no longer a hazardous waste generator and no reports were required. Condition should be eliminated with this renewal.

23. All reports which are required to be submitted to the Minnesota Pollution Control Agency shall also be submitted to the City, including annual emissions inventory report, semi-annual deviations report, annual compliance certification report, and annual report.

Bituminous Roadways has provided to the city copies of their reports submitted to the MPCA. The site is in compliance with this condition.

24. Monitoring shall be conducted at the single ground water well that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring should occur with half the wells every other year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.

Staff has received copies of the well tests. According to the project narrative, the sample concentrations show the levels below limits.

25. Monitoring of the storm water ponds used for the washing operation shall be conducted every other year and shall be tested for the same elements as listed in condition #24.

To clarify the well testing schedule, the applicant has proposed a map showing which wells will be tested in alternating years. This will help clarify the testing schedule.

26. All buildings shall be removed from the site within three (3) months of the closure of the facility.

Operational Condition.

27. Bituminous Roadways shall enter into a Host Community Agreement with the City of Inver Grove Heights including the payment of host community fees, within three (3) months of the State Legislature providing the City with the Authority to enter into such an agreement.

The Legislature has not approved any regulations providing cities the authority to collect host community fees for sand and gravel extraction. This condition should remain for future action.

28. Restoration shall be conducted in phases at the site. As portions of the mining area are completed, the areas will be backfilled, graded, topsoil applied and vegetation established.

Operational condition. Engineering would review the backfilling operation to make sure the work is in compliance with the approved plans.

29. The operator is responsible for obtaining all required permits for the wash water well from the appropriate state and or county agencies and must meet all DNR requirements, obligations and protocols for a well appropriations permit, including responsibilities and protocols for any remedial actions and those responsibilities and protocols for any compensation or damages from the loss of well use affected neighboring properties. Any change or any application for an appropriation permit for an aquifer different than the one that has been identified would require an amendment to the conditional use permit.

The City approved the use of a new well to be utilized for washing the aggregate as part of the 2012 approval. The DNR approved a water appropriation permit for the site. The applicant has provided information from the DNR indicating the amount of water used each year. This is attached to this report.

30. Bituminous Roadways shall provide a voluntary well interference protocol agreement for neighboring properties within ½ mile of the well requesting to be a party thereto. The agreement shall be prepared by Bituminous Roadways and shall stipulate procedures to follow should well problems occur. The agreement between the parties is strictly voluntary and not required for the well to be operational.

Bituminous Roadways prepared an agreement that was part of the package approved by City Council in 2012. BRI has an agreement with 18 neighbors.

Use of access on the south side of the property. The applicant has indicated they would like to be able to use an existing driveway that lead to the old farmhouse as a secondary access to be used intermittently. The existing primary access would continue to be used as the primary access. The conditions of approval do not limit the access points to the site. Staff does not see any issues with allowing the southerly driveway to be used for the operation. A condition should be added to clarify use.

Ground Water Monitoring Plan Change. The applicant is requesting that the monitory plan be modified to eliminate the testing of the wash plant sedimentation ponds as these ponds do not accurately identify content of the water at the bottom of the ponds as they seal up with sedimentation and do not infiltrate. The applicant believes the existing water testing of the storm water ponds is a better test of the water infiltrating into the ground and any potential impacts

with groundwater. Reviewing staff reports of past approvals did not find any specifics on need for monitoring the wash water ponds. Staff does not see an issue with this change.

Conditional Use Permit. The site operates under a conditional use permit for the asphalt plant and contractors yard. No changes to the CUP are proposed. The majority of the conditions are part of the Sand and Gravel Overlay Ordinance and have been covered above.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- o Approval of the Temporary Sand and Gravel Zoning Renewal for a period of five (5) years subject to the following conditions:
 - 1. The Temporary Sand and Gravel (S&G) Zoning shall remain in place on the property for a period of five (5) years to expire on (council approval date), 2022.
 - 2. The operation of the sand and gravel operation approved herein shall comply with all provisions of Inver Grove Heights City Code, Title 10-13G, Sand and Gravel Overlay District, except as specifically modified herein.
 - 3. The following plans, on file with the Planning Division, shall constitute the “approved plans” referenced therein:
 - Existing conditions dated 8/18/17
 - Phasing Plan dated 8/18/17
 - Final Land Use Plan dated 4/25/02
 - Cross Section Plans (3 sheets) dated 8/18/17
 - Reclamation Plan dated 8/18/17
 - Landscaping Plan – east property line dated 2017
 - Landscape Plan – south property line dated 2017
 - Water Testing Map – dated 9/5/17

All aspects of the operation of the site shall comply with the approved plans.

- 4. The location of the asphalt plant shall remain in its existing position and shall not be relocated unless this sand and gravel ordinance is amended.
- 5. “Operation” as it relates to hours of operation, shall include, but is not limited to, all mining and grading operations, washing, the operation of the asphalt plant on the site, and movement of vehicles and equipment in and out of the site. Hours of operation on the site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through

Saturday, except hours of operation may begin at 6:00 a.m. Monday – Saturday for internal operations only, including start up of the asphalt plant and allowing BRI owned vehicles that were parked overnight to exit the site. The crushing of concrete which shall be regulated by Condition #7. The asphalt plant shall be allowed to operate a maximum of 30 night shifts (7:00 p.m. to 7:00 a.m.) during the construction season each year. Bituminous Roadways shall provide the city with written notice prior to each event, including confirmation of contact with the nearest neighbor so a record can be kept to monitor total hours used each season.

6. Crushing of concrete on site shall be permitted provided the following conditions are met:
 1. All crushing operations shall be conducted in the current location in the existing site.
 2. The stockpile of concrete to be crushed and the stockpile of already crushed concrete shall not in the aggregate exceed a total of 50,000 cubic yards.
 3. The height of the stockpiles shall not exceed 25 feet.
 4. Crushing shall occur on not more than 12 weeks during the calendar year. No crushing shall occur on Sunday; crushing shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday and 9:00 a.m. to 6:00 p.m., Saturday.
7. Bituminous Roadways may temporarily store Manufactured Organic Shingle Scrap (MOSS) in open storage areas provided the areas in the aggregate do not exceed one (1) acre in size and provided the location and storage configuration is approved by the Fire Marshal and Director of Community Development. MOSS storage areas may be relocated as operations on the site change subject to the approval of the Fire Marshal and the Director of Community Development. The City may impose reasonable conditions relating to dust control, fire prevention and size, height and configuration of the storage piles.
8. The final disposal of MOSS on the site shall be prohibited.
9. As part of the approval granted herein, the applicant may use used concrete and asphalt products as a part of the operation. Stockpiling area for these materials shall be as noted on the approved plans.
10. Bituminous Roadways shall prohibit all drivers of trucks from using Rich Valley Boulevard north of Cliff Road except in those instances where materials are being taken to a project located within the City's regulatory authority. Bituminous Roadways shall post an advisory to all drivers to the same effect at exits from the site.

11. The site shall be kept clear, at all times, of windblown debris.
12. The foundry sand in the southeast berm shall be left undisturbed.
13. Bituminous Roadways shall bring no additional foundry sand onto the site.
14. The berms which cover the foundry sand shall be maintained in vegetative cover to control erosion of the foundry sand.
15. The stockpiled MOSS, shingle scrap, recycled asphalt, and concrete pavement will not be disposed at the site.
16. Stock piles of recycled asphalt, MOSS, shingles, and concrete shall be limited in size to amount that will be used that year.
17. Backfill material shall be either clean fill material that was stripped off the site or other clean fill material which is brought in from offsite.
18. Spent bag house bags will be disposed of in a lined landfill permitted or approved to accept such materials.
19. A restoration bond shall be in an amount to cover the costs of restoration of the site, as determined by the City Engineer, prior to City Council approval.
20. Bituminous Roadways shall obtain and maintain the necessary licenses and approvals from Dakota County and Minnesota Department of Natural Resources. Terms and conditions of the license and approval shall be hereby incorporated into this City approval.
21. Bituminous Roadways shall obtain and maintain the necessary Minnesota Pollution Control Agency permits including two air quality permits and one industrial storm water permit. The terms and conditions of those permits shall be hereby incorporated into this City approval.
22. All reports which are required to be submitted to Dakota County under a Hazardous Waste Generators License and a Processing License shall also be submitted to the City, including the required annual and quarterly reports.
23. All reports which are required to be submitted to the Minnesota Pollution Control Agency shall also be submitted to the City, including annual emissions inventory report, semi-annual deviations report, annual compliance certification report, and annual report.

24. Monitoring shall be conducted at the single water well that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur with half the wells every other year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.
25. Monitoring of the storm water ponds and wells shall be conducted every other year and shall be tested for the same elements as listed in condition #24 **per the proposed testing schedule identified on the Water Testing Map.**
26. All buildings shall be removed from the site within three (3) months of the closure of the facility.
27. Bituminous Roadways shall enter into a Host Community Agreement with the City of Inver Grove Heights including the payment of host community fees, within three (3) months of the State Legislature providing the City with the Authority to enter into such an agreement.
28. Restoration shall be conducted in phases at the site. As portions of the mining area are completed, the areas will be backfilled, graded, topsoil applied and vegetation established.
29. The operator is responsible for obtaining all required permits for the wash water well from the appropriate state and or county agencies and must meet all DNR requirements, obligations and protocols for a well appropriations permit, including responsibilities and protocols for any remedial actions and those responsibilities and protocols for any compensation or damages from the loss of well use affected neighboring properties. Any change or any application for an appropriation permit for an aquifer different than the one that has been identified would require an amendment to the conditional use permit.
30. Bituminous Roadways shall provide a voluntary well interference protocol agreement for neighboring properties within ½ mile of the well requesting to be a party thereto. The agreement shall be prepared by Bituminous Roadways and shall stipulate procedures to follow should well problems occur. The agreement between the parties is strictly voluntary and not required for the well to be operational.

B. Denial: Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

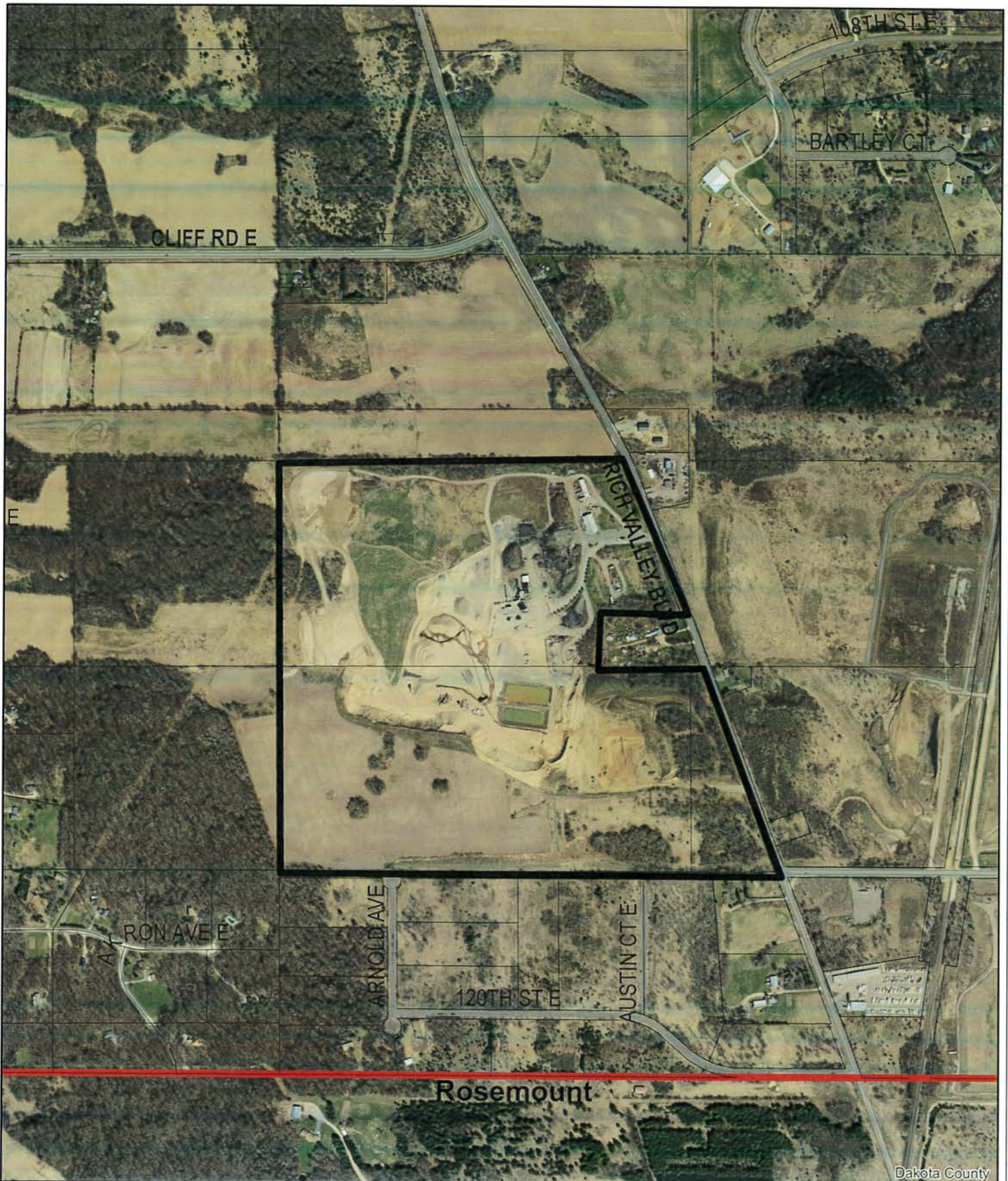
Staff did not find any issues with the five year Sand and Gravel Zoning renewal and would support the requested three changes. As such, Staff recommends **Alternative A**, approval of the request with the conditions listed.

Attachments: Site Location
Application Packet including Plans
Water Testing Map
Well Pumping Information from DNR
Current Sand and Gravel Ordinance
Current Conditional Use Permit



Location Map

Case No. 17-43CZ



August 18, 2017

REPORT TO:

BITUMINOUS ROADWAYS, INC.

**APPLICATION FOR
REISSUANCE OF CONDITIONAL USE PERMIT 12-17CZA
FOR THE MINING AND PROCESSING OF SAND AND
GRAVEL, AN ASPHALT PLANT AND CONTRACTOR'S
YARD WITH OPEN STORAGE AND FIVE YEAR SAND AND
GRAVEL OVERLAY DISTRICT**

INVER GROVE HEIGHTS, MINNESOTA



Consulting Civil Engineers

Sunde Engineering, PLLC.

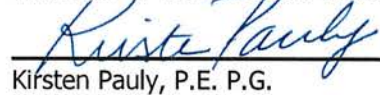
10830 Nesbitt Avenue South • Bloomington, Minnesota 55437-3100
Phone: (952) 881-3344 • Fax: (952) 881-1913 • E-Mail: info@sundecivil.com

REPORT TO:
BITUMINOUS ROADWAYS, INC.

**APPLICATION FOR
REISSUANCE OF CONDITIONAL USE PERMIT 12-17CZA
FOR THE MINING AND PROCESSING OF SAND AND
GRAVEL, AN ASPHALT PLANT AND CONTRACTOR'S
YARD WITH OPEN STORAGE AND FIVE YEAR SAND AND
GRAVEL OVERLAY DISTRICT**

INVER GROVE HEIGHTS, MINNESOTA

I HEREBY CERTIFY THAT THIS REPORT
WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM
A DULY LICENSED PROFESSIONAL
ENGINEER AND A DULY LICENSED
PROFESSIONAL GEOLOGIST UNDER
THE LAWS OF THE STATE OF MINNESOTA.


Kirsten Pauly, P.E. P.G.

DATE 8/18/17 REG. NO. 21842

SUBMITTED BY:
SUNDE ENGINEERING, PLLC
10830 Nesbitt Avenue South
Bloomington, MN 55437

Table of Contents

I. INTRODUCTION	1
II. SITE INFORMATION	2
1. General Site Information.....	2
2. Site Ownership	3
3. Site Operator	4
4. Legal Description	4
5. Neighboring Properties	4
III. OPERATIONS	5
1. Mineral Extraction.....	5
2. Processing.....	5
3. Fencing	6
4. Hours of Operation	6
5. Setbacks	7
6. Site Access	7
7. Landscaping	8
8. Weed Control.....	8
9. Wetlands.....	8
10. Storm Water Management	8
11. Tree Preservation	8
12. Dust Control.....	9
13. Noise Control	9
14. Lighting	9
15. Ground Water Monitoring	10
16. Volumes.....	11
17. Permits.....	11
IV. RECLAMATION.....	11
1. Phasing.....	11
2. Grades	12
3. Topsoil	12
4. Removal of buildings	12
5. Bond	12
V. PLAN SET	13

LIST OF FIGURES:

- Figure 1 General Location Map
- Figure 2 USGS Quadrangle Map Excerpt
- Figure 3 Landscaping – East Property Line
- Figure 3A Landscaping – South Property Line
- Figure 3B Screening Berm Detail

LIST OF PLANS:

- A-1 2016 Aerial
- C-1 Existing Conditions
- C-2 Phasing Plan
- C-3 Cross-Section A-A'
- C-4 Cross-Section B-B'
- C-5 Cross-Section C-C'
- C-6 Reclamation Plan

LIST OF APPENDICES

- APPENDIX A: Property Owners Within 1000 Feet
- APPENDIX B: Wetland Delineation Report
- APPENDIX C: Storm Water Management Calculations

I. INTRODUCTION

Bituminous Roadways, Inc. (BRI) operates a sand and gravel mining and processing facility located in the southern portion of Inver Grove Heights (Site). The Site operates in accordance with City of Inver Grove Heights Ordinance 1259 which establishes operating conditions and a five year Sand and Gravel Zoning over the property. This application pertains to a five year renewal of the operating conditions and Temporary Sand and Gravel Zoning of the Site. This application provides updated information on Site operations.

Activities allowed include mining and processing (crushing, screening, and washing), stockpiling, loading and hauling, reclamation, and operation of an asphalt plant and a contractor's yard. In addition, the Site operates under a General Non Metallic Mineral Mining and Associated Activities National Pollutant Discharge Elimination System (NPDES) Permit and an Air Emissions Permit issued by the Minnesota Pollution Control Agency (MPCA), a Minnesota Department of Natural Resources (DNR) Water Appropriations Permit, and a Dakota County Hazardous Waste Generators License and Processing License. Environmental Review was completed for this Site on April 8, 2002 in accordance with the Minnesota Environmental Quality Board Rules with the City of Inver Grove Heights as the Responsible Government Unit (RGU).

This application proposes to continue operations as currently approved, with the exception of 3 requests for modifications to conditions as follows:

Hours of Operation: The current, permitted hours of operations at the Site are from 7 a.m. to 7 p.m. Monday through Saturday. Operations that are permitted during these hours are all mining and grading operations, washing, asphalt plant operation, and movement of vehicles and equipment in and out of the Site. Currently crushing of concrete and asphalt recycle is limited to the hours of 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. on Saturday. The asphalt plant is also currently permitted to operate a maximum of 30 night shifts from the hours of 7 p.m. – 7 a.m. during the construction season each year. BRI provides the City with written notice prior to each event so a record can be kept to monitor the total number of nights work. BRI's closest neighbor, Todd Wicker, is also notified of the night work prior to each event.

BRI is proposing to add one hour from 6 a.m. to 7 a.m., Monday through Saturday, to the hours of operation to allow BRI owned vehicles to exit out of the Site and to allow startup of the asphalt plant. No other Site operations will be conducted, including loading and unloading of trucks, during this time. The additional hour will allow BRI to start up the asphalt plant prior to beginning permitted operations which start at 7 a.m. and will allow BRI owned vehicles that were parked overnight to exit the Site. BRI's closest neighbor, Todd Wicker, has been notified of this change of hours request and is in agreement with the change.

Site Access: The current Site access is located at the north-east corner of the Site off of Rich Valley Blvd. The old farmhouse that was located on the Site in the south-east corner has been removed during the last 5 year operating renewal period. The driveway associated with this farmhouse remains. BRI proposes to keep the north access as the primary access, but would like to use the south-east access off of Rich Valley Blvd. as a secondary access to be used intermittently as needed. Haul routes will remain the same as previously permitted and as described in Section III.6.

Groundwater Testing: Currently BRI is monitoring the neighboring Wicker well and Plan well, the wash plant sedimentation ponds, the stormwater ponds, and the on-site Rainbow well every other year. During the past 5 year permit period the neighboring (Wicker and Plan) wells were tested on the odd years and the Rainbow well tested on the even years). BRI is proposing to make one minor change to the groundwater monitoring plan which is to eliminate testing the wash plant sedimentation ponds. Testing the wash plant sedimentation ponds doesn't accurately represent the composition of the groundwater as the bottoms of these ponds seal up with silt and sediment and the water will not infiltrate into the ground. The monitoring of the two stormwater ponds near the north side of the Site provides a better representation of how surface water ponds may impact the groundwater. BRI will continue to test the stormwater ponds located on the north end of the Site and the neighboring and on-site wells as currently permitted.

This report and accompanying plan set provides information regarding the mining operation.

II. SITE INFORMATION

1. General Site Information

The Site is located in Section 32, Township 27 North, Range 22 W, in the City of Inver Grove Heights in Dakota County, just west of County Road 71 (Rich Valley Boulevard). The general location of the Site is illustrated on Figure 1.

The Site includes both the original mining operation and asphalt production plant which has been permitted since 1963 and a southerly expansion area which was originally permitted in 2002 after completion of an Environmental Assessment Worksheet (EAW). During the 2002 permitting process, both areas were combined into one permit to facilitate the five-year permit review and renewal process.

The Site encompasses a total of approximately 201 acres. Over the life of the facility, mining is proposed to occur on approximately 141 acres and the remaining 60 acres is setback and buffer area. Mining has been completed over the majority of the northern portion of the Site

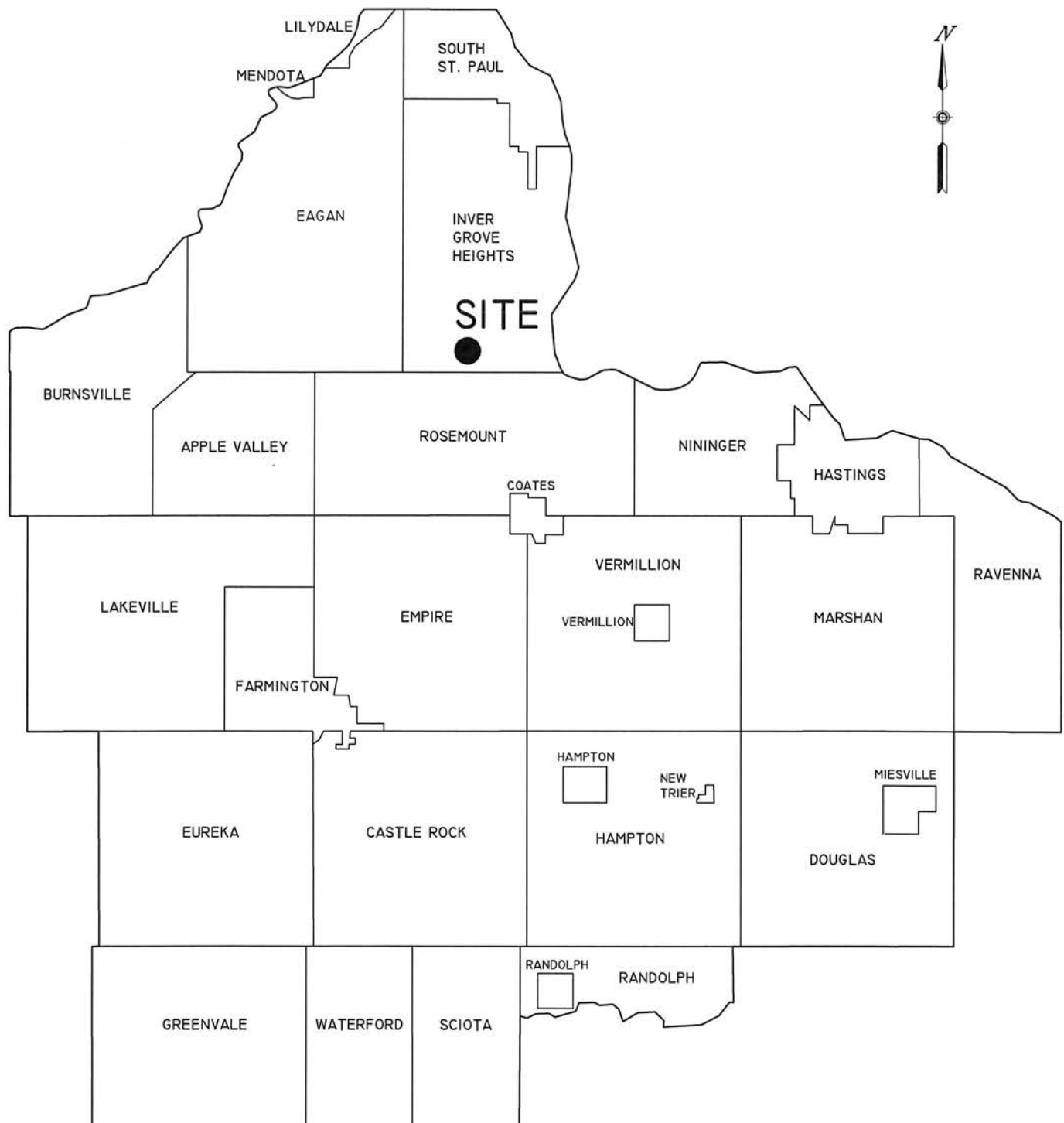


FIGURE 1
GENERAL LOCATION MAP

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and has progressed to the south. Reclamation activity has begun and will continue throughout the next five-year permit term on the northern portion of the Site in areas where mining has been completed.

Current mining activity takes place in the southern portion of the Site. Portions of this area have been stripped in preparation for the progression of mining. A screening berm has been constructed and vegetation established just south of the Wicker property (an adjacent residential property). A temporary berm was constructed and vegetation established just south of the Wicker property and west of the wooded area along Rich Valley Blvd. This berm will be removed and a new berm constructed as mining expands easterly into Phase 2. The new berm will be located east of the wooded area and west of Rich Valley Blvd. as shown on Figure 3, Landscaping – East Property Line. A new washplant and sedimentation ponds were constructed during the last five-year permit term in accordance with the approved plans. Inactive phases of the Site continue to be used for agricultural production and open space/wooded areas. A gas pipeline runs along a portion of the southern boundary of the Site and transects the western portion of the Site. The pipeline will not be disturbed as part of the mining operations.

Surrounding land uses include agricultural production to the north (under the control of Flint Hills Resources), rural residential to the south and west, and agricultural and industrial to the east and southeast. The Site with respect to adjacent features is indicated on Figure 2, USGS Quadrangle Map Excerpt.

Specific Site features are indicated on the Existing Conditions Plan, Sheet C-1 located in the back of this report.

2. Site Ownership

The northern parcel is owned by:

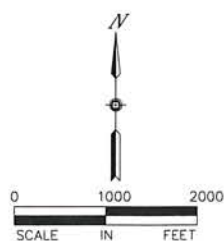
Gerda Limited Partnership
c/o Debra Lacount
13907 Dublin Road
Apple Valley, MN 55124
(952) 322-2214

The southern parcel is owned by:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120
(651) 686-7001



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3. Site Operator

The Site is operated by:
Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

4. Legal Description

The legal description of the Site is as follows:

That part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32, Township 27, Range 22, W, lying Westerly of Rich Valley Boulevard; except that part described as follows: Commencing at the SE corner of said S $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence West along the South line thereof, a distance of 592.43 feet; thence North 344.9 feet; thence East 570 feet to the centerline of Rich Valley Boulevard; thence Southeasterly along said centerline, a distance of 67 feet to the East line of said S $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence South 281.85 feet to the point of beginning.

And

The Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the North One-Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section thirty-two (32), Township twenty-seven (27), Range twenty-two (22) AND All of that tract of land lying West of Highway Number Five (5) in the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Section thirty-three (33), Township twenty-seven (27), Range twenty-two (22); subject to an easement to Minnesota Northern Natural Gas Company, as described in Deed recorded in Book 193 of Deeds, page 374.

5. Neighboring Properties

A property owner's list within 1000 feet of the Site is included in Appendix A.

III. OPERATIONS

1. Mineral Extraction

Site operations consist of stripping overburden from areas to be mined. Overburden is used to create screening berms along the perimeter of the property. The depth of overburden varies across the Site from one to seven feet in thickness based on soil borings drilled over the project area. Overburden remains on-site and is later used during the reclamation process.

Aggregate is removed from the bank using a front end loader. Excavation will occur to a maximum depth of 840 feet above mean sea level (msl). Areas around the perimeter of the Site may be mined to 840 feet above msl and subsequently backfilled with on-site sand or clean soil fill to achieve the proposed reclamation grades.

Excavation will proceed in phases as illustrated on the Phasing Plan, Sheet C-2. Each phase is estimated to represent approximately five years' worth of mining activity. The expected duration of mining is approximately an additional twenty years, although the actual life of the Site will depend upon market demand. Cross Sections A-A', B-B' and C-C' Sheets C-3 through C-5 illustrate the sand and gravel deposit, maximum mining depth, reclamation grades, and existing grades.

2. Processing

Excavated material is loaded into a feed bin and conveyed to the screening area and wash plant. Material is screened and washed and conveyed into product stockpiles. Oversized rock is screened and conveyed to a stockpile in the processing area to be crushed at a later date. Material is then transported to the northern portion of the Site for additional processing. Material is transported from the active face to the processing area using conveyors and/or off road haul trucks. Crushing operations occur at the Site approximately once per year for a duration of about 3-4 weeks and is performed by an outside contractor. Processing includes crushing, washing, screening, sorting and blending into a variety of aggregate products. The majority of the material produced is used in the production of asphalt mix at the on-site asphalt plant.

Recycling of concrete and asphalt occurs in the northern portion of the Site. The material is hauled to the Site and stockpiled. These materials are crushed periodically and blended into specific aggregate products. Crushing occurs on the Site as described above. The combined volume of concrete material to be crushed and the crushed concrete stockpile is not allowed to exceed 50,000 cubic yards. Asphalt is crushed and used on-site in various asphalt mixes. Crushing associated with the recycling operation is restricted to no more than 12 weeks of

operation during the calendar year and is subject to limited hours of operation as described in item 4 below.

Manufactured organic shingle scrap (MOSS) are also recycled in the northern portion of the Site. These materials are put through a grinder and then added to the asphalt plant process. Permit conditions limit the open storage of MOSS to a total storage area of one acre at a location approved by the Fire Marshal and Director of Community Development. MOSS is recycled and not disposed of on-site.

A washplant is operated full time on the Site. A washplant is a structure that is composed of a series of screens and spray bars. As aggregate is passed through the plant it is sprayed with water to remove fine sand and silt from the aggregate. The washwater contains no chemicals or additives. After the washwater passes through the plant, it is discharged into a series of sedimentation ponds. The sedimentation ponds allow for the fine sediment to settle out of the washwater. Treated washwater is recycled back to the wash plant from the final sedimentation pond for reuse.

The washplant and sedimentation pond area was updated in 2013. A Water Appropriations Permit was obtained from the DNR and a new production well was drilled as part of the washplant updates. A series of sedimentation ponds treat the washplant discharge removing suspended fine sediment and then the treated washwater is recycled back to the plant. The production well supplies make up water to the clean water intake pond and operates for a maximum of 12 hours per day on a seasonal basis.

BRI has provided a voluntary well interference protocol agreement with neighboring properties within ½ mile of the well requesting to be a party thereto. The agreement stipulates procedures to follow if a well interference issue should occur.

3. Fencing

Portions of the Site adjacent to steep slopes are fenced with six-foot high chain link fencing. Fencing is illustrated on the Existing Conditions Plan C-1.

4. Hours of Operation

The Site currently operates between the hours of 7 a.m. and 7 p.m. Monday through Saturday for all activities, except crushing concrete and asphalt recycle materials, which includes mining, grading, crushing and screening of aggregate, washing, movement of vehicles into and out of the Site, and operation of the asphalt plant. Concrete and asphalt recycle crushing activity only occurs between the hours of 7 a.m. – 7 p.m., Monday – Friday, and 9 a.m. – 6

p.m., Saturday. Concrete and asphalt recycle crushing will be limited to no more than 12 weeks during the calendar year and there will be no crushing on Sunday.

The asphalt plant is permitted to operate a maximum of 30 night shifts from the hours of 7 p.m. – 7 a.m., during the construction season each year. Night shifts are required with certain jobs, especially State Highway work. BRI provides the City with written notice prior to each event so a record can be kept to monitor the total number of nights work.

BRI also notifies their closest neighbor, Todd Wicker, prior to night shift work. Mr. Wicker's house is approximately 600 feet from the plant's driveway and approximately 800 feet from the asphalt plant itself. The next nearest occupied residence is approximately 2,000 feet from the plant. BRI has never received any noise or disruption complaints from neighbors regarding night shift operations.

BRI is proposing to add one hour from 6 a.m. to 7 a.m., Monday through Saturday, to the hours of operation to allow BRI owned vehicles to exit out of the Site and to allow startup of the asphalt plant. No other Site operations will be conducted, including loading and unloading of trucks, during this time. The additional hour will allow BRI to start up the asphalt plant prior to beginning permitted operations which start at 7 a.m. and will allow BRI owned vehicles that were parked overnight to exit the Site. BRI's closest neighbor, Todd Wicker, has been notified of this change of hours request and is in agreement with the change.

5. Setbacks

Stripping, excavation, processing, stockpiling and sedimentation ponds are setback a minimum of 50 feet from all property lines and gas pipelines, a minimum of 75 feet from the right-of-way line of County Road 71 (Rich Valley Boulevard) and a minimum of 300 feet from adjacent residential structures. Setbacks are indicated on the Phasing Plan, Sheet C-2.

6. Site Access

The Site is accessed at the north-east corner of the Site off of County Road 71 (Rich Valley Boulevard). The entrance to the Site is paved for at least 75 feet. The haul routes are currently Rich Valley Boulevard north to Cliff Road and Rich Valley Boulevard south to 117th Street. Average daily traffic generated from the Site is approximately 150 truck trips per day. Levels of production are expected to remain fairly consistent over the course of the next permitting period.

BRI proposes to keep the north access as the primary access, but would like to use the south-east access off of Rich Valley Blvd. as a secondary access to be used intermittently. During the last 5 year renewal period the old farmhouse that was located in the south-east corner of

the Site has been removed. The driveway associated with this farmhouse remains. The proposed secondary access was previously the driveway for the farmhouse on the Site. The south access has been widened and resurfaced with crushed concrete approximately 200 feet into the Site. The north access will remain the primary Site access. Haul routes will remain the same as previously permitted and as described above.

7. Landscaping

The setback areas on the Site will be landscaped in accordance with the approved landscape plans (see Figures 3, 3A and 3B). Landscaping includes the establishment of berms along Rich Valley Boulevard and along portions of the southern setback area of the Site. A portion of the berms along the southern setback area and along Rich Valley Boulevard have been constructed and vegetation established.

8. Weed Control

Weeds or other unsightly or noxious vegetation shall be controlled as necessary to maintain a neat appearance of the Site.

9. Wetlands

There are no wetlands located on the Site. There are two low areas on the southern portion of the Site that were indicated as wetland basins in the National Wetland Inventory. A field delineation of the wetland basins was performed by SEH and it was determined that neither area meets the criteria for a jurisdictional wetland determination. A copy of the SEH report is included as Appendix B.

10. Stormwater Management

Stormwater calculations for the 2, 10, and 100 year events from pre and post mining conditions, as well as a long term yield model for the Site using precipitation data from the last thirty years to establish high water levels for the proposed future ponding areas were submitted as part of the past permitting applications. These studies are still applicable and are provided in Appendix C.

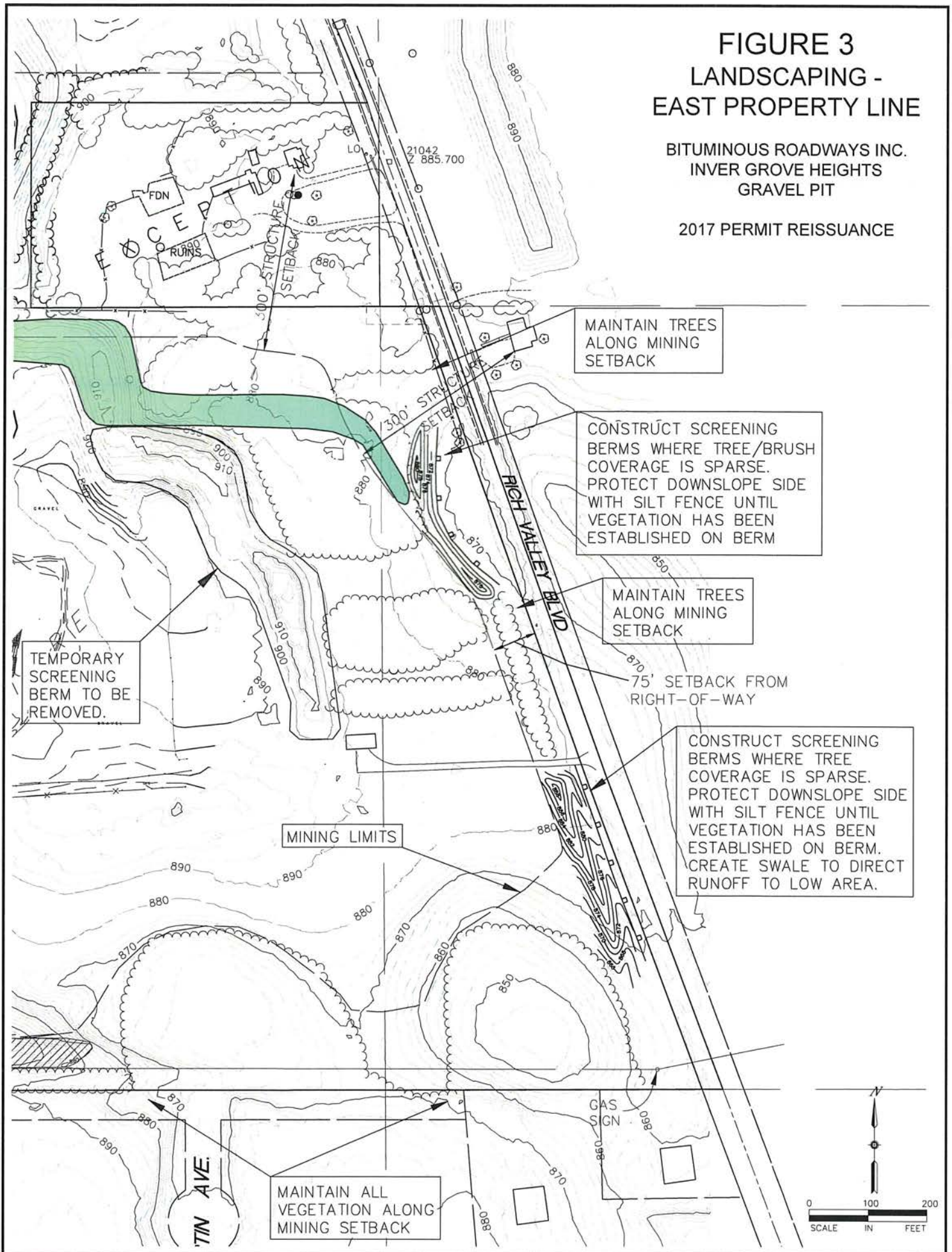
11. Tree Preservation

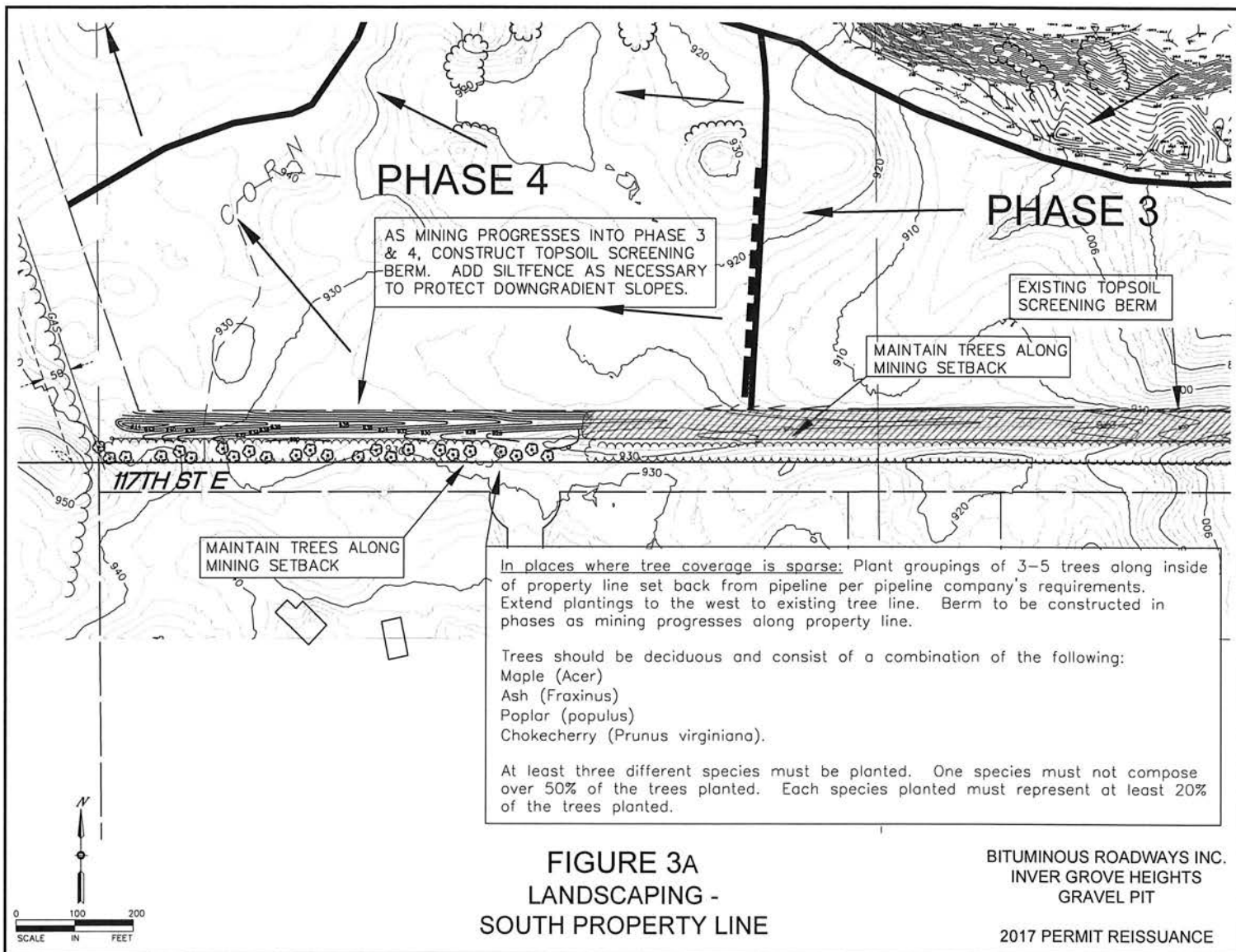
The existing woods located west of the gas pipeline will not be impacted by mining or reclamation grading. Trees and vegetation within the 300 foot setback from existing structures will also remain undisturbed. Existing trees in the setback area along the southern portion of the Site have been undisturbed and provide screening of Site operations. Additional trees may be planted as the proposed topsoil screening berm along the south property line is expanded

FIGURE 3 LANDSCAPING - EAST PROPERTY LINE

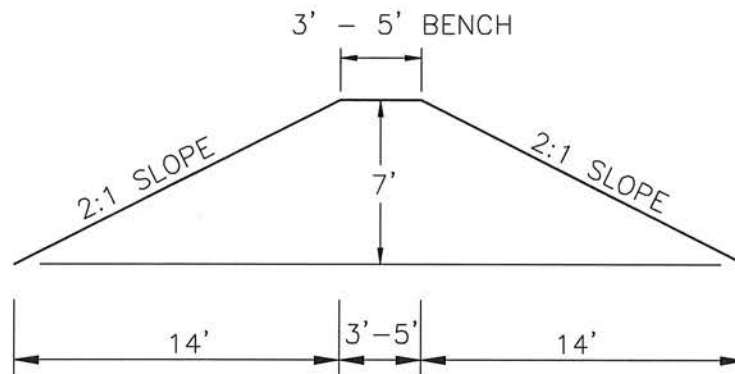
BITUMINOUS ROADWAYS INC.
INVER GROVE HEIGHTS
GRAVEL PIT

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NO SCALE



SEED BERM ACCORDING TO SPECIFICATIONS:

In areas to be permanently seeded, use native seed mixture equivalent to MNDOT No. 350. Apply seed mixture at a rate of 94.7 kg per hectare (84.5 lbs per acre) in accordance with MNDOT Standard Spec. 2575. Incorporate a Type 3 fertilizer (slow release type with 10 week residual) consisting of 22-5-10 (%N-P-K) into the soil at an application rate of 392 kg per hectare (350 lbs per acre) by disking prior to seeding.

Establish native seed mix in accordance with MNDOT Standard Spec. 2575.3. Use a Truax type, or equal interseeder drill with at least two seed boxes: a small/fine seed box and a large/fluffy seed box. Drill large/fluffy seeds to a final planting depth of 10 mm (1/2 inch) to 25 mm (1 inch) deep from the large/fluffy seed box. Split the drill rates in half and make two passes over the site in order to decrease competition in drill rows. Scatter small/fine seeds over the soil surface by drop-seeding from the small/fine seed box, or broadcast. Coordinate with the seed vendor to keep the large/fluffy seeds separate from the small/fine seeds so that they may be installed from separate seed boxes. Lightly harrow or rake the site following the seeding operation. Pack the site following harrowing in order to ensure a firm seed-bed.

Comply with the requirements of MNDOT Standard Spec. Table 2575-1 for season of planting native seed mixtures. The appropriate dates for spring seeding are from April 15 through July 20. Fall seeding dates are from September 20 to October 20. Dormant seeding dates are from October 20 to November 15. Dormant seeding will only be allowed if the maximum soil temperature at a depth of 25 mm (1 inch) does not exceed 10 degrees C (50 degrees F) in order to prevent germination.

In seeded areas with slopes equal to or flatter than 3:1, apply MNDOT Standard Spec. 3882 Type 1 mulch uniformly over the soil surface by hand or machine within 24 hours after seeding in accordance with MNDOT Standard Spec. 2575.3. Apply mulch at a rate of 4.5 metric tons per hectare (2 tons per acre). Immediately after placement, anchor all mulch material into the soil by crimping (straight disking) in a direction perpendicular to that of the overland storm water flow. Punch the mulch into the soil to a depth of 2 to 3 inches with a disk spacing of 8" or less.

FIGURE 3B
SCREENING BERMS

to the west in accordance with the previously approved landscaping plans (see Figures 3, 3A and 3B, Landscaping).

12. Dust Control

Dust is controlled at the Site by utilizing the existing paved Site entrance. Interior haul roads are watered as needed in order to minimize dust from vehicular travel within the Site. Screening berms are vegetated.

13. Noise Control

The Site must operate in compliance with State noise standards. Vehicles and equipment are operated with standard noise reduction features such as mufflers. Perimeter berms and operation of equipment in the recessed portion of the Site also help to reduce noise emissions from the Site.

During the original permitting phase of the southern portion of the Site, Barr Engineering modeled anticipated noise generation from the Site based on topography, equipment to be operated and location of adjacent residences or receptors. The modeling results and applicable noise standards were discussed in detail in the EAW. The noise analysis predicted that the Site will operate below noise standards established by the Minnesota Pollution Control Agency for residential areas both during stripping operations which occur at grade and during mining operations when equipment is recessed on the floor of the mining operation and the active bank provides noise mitigation.

Barr's analysis also noted that back up alarms will likely be audible at the nearest residences particularly when there is a light northern wind and little other background noise. Although the noise may be audible, it does not represent a predicted exceedance of state standards. Back up alarms are a requirement of Mining Safety and Health Administration (MSHA). Back up alarms are intentionally loud and audible and are required in order to ensure the protection of on-site workers.

14. Lighting

There is no lighting within the active mining area. There are a total of six exterior lights associated with security for the asphalt plant and contractors yard. Exterior lights are located as follows:

- 1 - Rainbow shop
- 1 - Old scale house
- 1- Top of oil tanks at plant
- 3- Top of silos at plant.

15. Groundwater Monitoring

In accordance with the permit, groundwater monitoring is conducted every other year at the on-Site well (known as the "Rainbow well") and at the Todd Wicker and Robert Plan properties. Monitoring of the on-site surface water ponds is also conducted every other year. Ground water (well) and surface water pond samples are analyzed for both diesel range organics (DRO) and gasoline range organics (GRO) and for arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, phenol, pH, electric conductivity and alkalinity. Results are submitted to the City.

The results from the last five years show that sample concentrations for both GRO and DRO in the on-site and neighboring groundwater wells are below the detection limit and reporting limit. Results from the sample concentrations of the on-site stormwater ponds and wash plant ponds for GRO are below the detection limit and reporting limit. Results from the sample concentrations of the on-site stormwater ponds and wash plant ponds for DRO are above the reporting limit, but do not exceed the surface water and drinking water standards of greater than 1 mg/L below the "action level" requiring a Remedial Investigation (RI) per MPCA Guidance Document 4-01 (Petroleum Remediation Program). The results from all the wells and surface waters show that the concentrations of barium, cadmium, chromium, nickel, selenium, silver, zinc, and phenol were all below the Health Risk Limit (HRL) established by the Minnesota Department of Health. The sample concentrations of arsenic and mercury were below the Maximum Contaminate Level (MCL) (HRLs have not been established for arsenic or mercury), which is a federal standard for the lowest concentration at which a particular contaminant is believed to be a potential health concern. The sample concentrations for lead and copper were both below the "action level" (HRLs or MCLs have not been established for lead or copper).

An existing well associated with the farmstead on the Site has been sealed in accordance with Dakota County Ordinance No. 114 and the Minnesota Department of Health.

BRI is proposing to make one minor change to the groundwater monitoring plan which is to eliminate testing the wash plant sedimentation ponds. Testing the wash plant sedimentation ponds doesn't accurately represent the composition of the groundwater as the bottoms of these ponds seal up with silt and sediment and the water will not infiltrate into the ground. The monitoring of the two stormwater ponds near the north side of the Site provides a better representation of how surface water ponds may impact the groundwater. BRI will continue to test the stormwater ponds located on the north end of the Site and the neighboring and on-site wells as currently permitted.

16. Volumes

The volume of in-place material to be removed from the Site within all of Phases 1-5 is approximately 8 million cubic yards. Approximately 1.5 million cubic yards have been removed from the Site as part of Phase 1 mining and approximately 230,000 cubic yards have been removed from the Site as part of Phase 2. The life expectancy of the Site will depend upon the future economy and aggregate demand in the metropolitan area. Reports by the Metropolitan Council, Minnesota Geologic Survey and Minnesota Department of Natural Resources indicate that the supply of aggregate materials in the metropolitan area is rapidly being depleted. However, the vitality of the economy and the construction industry impact market demand which varies from year to year. The remaining life of this Site is estimated to be approximately 20 years.

17. Permits

In addition to the local permits required by the City of Inver Grove Heights, which include the Conditional Use Permit and Land Alteration Permit, the Site must operate in compliance with other state and federal regulations. The Site operates under a NPDES Stormwater Permit and Air Emissions Permit issued by the MPCA, a Minnesota DNR Water Appropriations Permit, and a Dakota County Hazardous Waste Generators License and Processing License.

All reports which are required to be submitted to the MN DNR for the Water Appropriations Permit including annual water usage report, Dakota County for the Hazardous Waste Generators License and the Processing License, and the MPCA, including annual emissions inventory report, semi-annual deviations report, annual compliance certification report, and annual report will also be submitted to the City. The Site also operates under a Spill Prevention Control and Countermeasures (SPCC) Plan.

IV. RECLAMATION

1. Phasing

Reclamation is conducted in phases at the Site. As portions of the mining area are completed, the areas are backfilled, graded, topsoil applied and vegetation established. During the past five year permit period, substantial reclamation activity has been completed in the northern portion of the Site. The Reclamation Plan, Sheet C-6 illustrates the reclamation grades that will be established at the Site upon conclusion of mining. The Phasing Plan, Sheet C-2 illustrates areas where reclamation has been completed. Reclamation activities will leave the Site in a state that will prepare it for final development.

2. Grades

Areas within the northern portion of the Site have been backfilled, sloped and vegetated. Reclamation activities will continue in areas where mining has been completed. Reclamation activities in these areas will include continued backfilling and sloping with materials unsuitable for sale or use in asphalt mix. Clean backfill soil may also be brought to the Site to be used for establishment of reclamation grades. All backfill used in reclamation activities is clean, compactable, natural earthen material free of debris or contamination.

Along the perimeter of the excavation limits, backfilling will be required to achieve a maximum 4:1 final slope previously approved by the City of Inver Grove Heights. The processing and stockpile area will remain open and active. Reclamation grades for the southern portion of the Site will be graded to a maximum slope of 10:1 as indicated on the Reclamation Plan, Sheet C-6.

3. Topsoil

Topsoil capable of establishing and supporting vegetation, will be placed as areas are reclaimed. Topsoil will be replaced to a minimum depth of six inches. Backfilled and graded areas will be seeded and mulched to establish vegetation, stabilize slopes and minimize erosion.

4. Removal of buildings

Within three months after completion of the sand and gravel mining operation any buildings or structures which have been established on the Site as an accessory to the mining operation will be removed. Permanent structures which conform to the permanent zoning district requirements in which they are located, may remain on-site.

5. Bond

A reclamation bond has been posted with the City of Inver Grove Heights to ensure that the Site is properly reclaimed upon completion of mining activity. Final use of the property will be consistent with the zoning and subdivision ordinances in effect at the time of final development. According to the City of Inver Grove Heights 2030 Comprehensive Plan dated March 2010 the current land use is designated Extractive and the future land use is designated industrial open space. The 2040 Comprehensive Plan is currently underway and will likely be available in 2018 or 2019 and that designation is subject to change. It is possible that this area will be serviced by sanitary sewer at the time of final development. Even if this area is not within the Metropolitan Urban Service Area (MUSA) at the time of final development, previous drain field design and percolation testing within Inver Grove Heights have shown that septic systems and drain fields can be properly designed in areas previously disturbed by grading and earth

moving activities in areas with permeable sand and gravel soils. Another option would be to provide a community drain field design in an undisturbed portion of the Site. In this situation, individual septic tanks could be pumped up to a larger drain field serving all of the residential uses on the Site.

V. PLAN SET

Operations are described in detail within this report. The following plans have been prepared which help to illustrate the Site operations.

1. 2016 Aerial: A-1

2. Existing Conditions: C-1

This plan illustrates pertinent Site features including the Site boundary, existing topography, utilities, easements, wooded areas, wetlands, and existing on-Site and adjacent buildings.

3. Phasing Plan: C-2

The Phasing Plan illustrates the sequence of mining and reclamation activities which are proposed to occur on the Site.

4. Cross-Sections: C-3, C-4, C-5

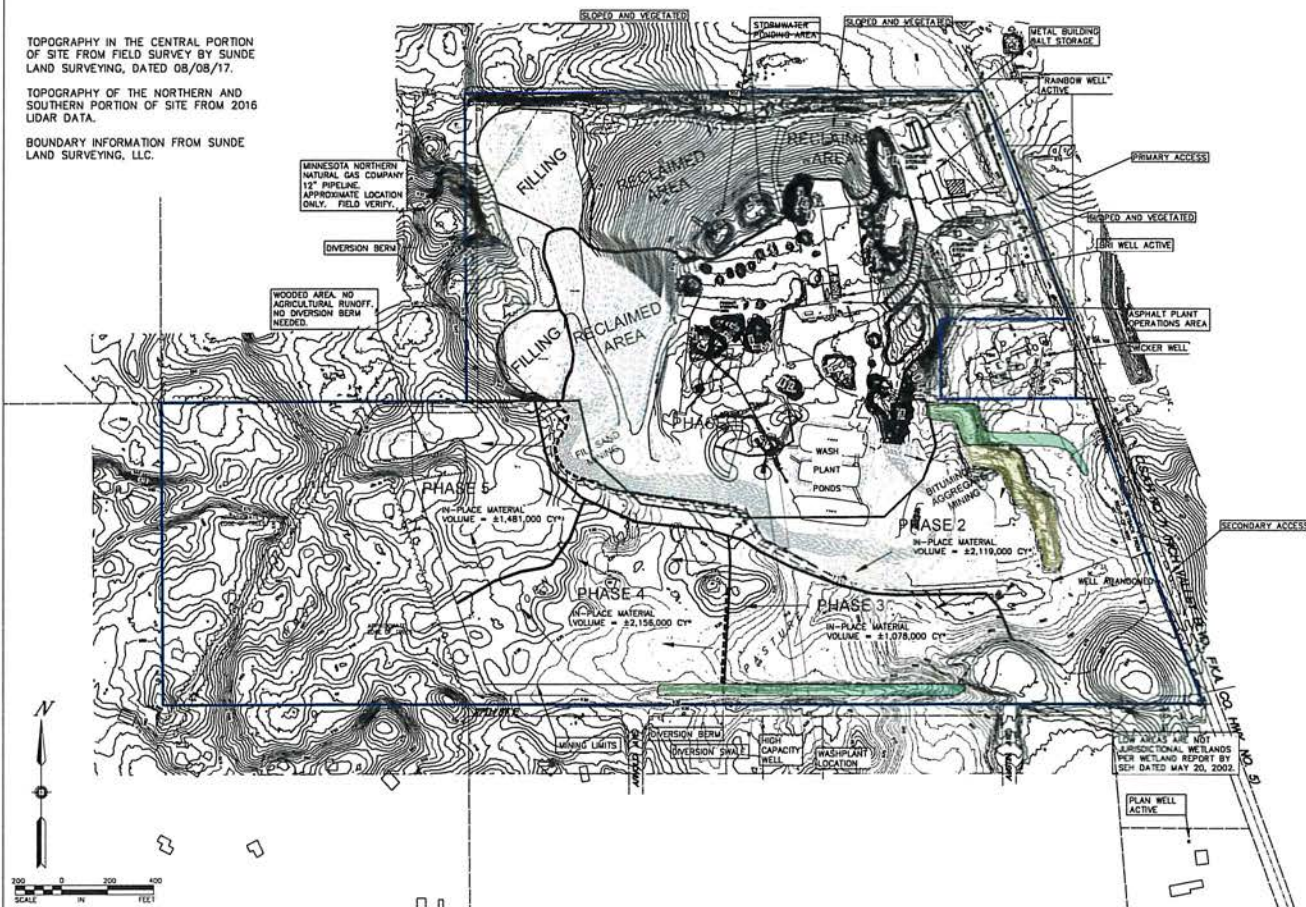
Cross Sections have been prepared for the Site and are included as Figures C-3, C-4 and C-5. These cross sections illustrate the existing elevation, proposed reclamation grades, depth of topsoil, maximum mining elevation and extent of sand and gravel deposit on Site.

5. Reclamation Plan: **C-6**

This plan illustrates the end use grades for the Site, limits of mining, and setbacks. Final grades have been designed at a maximum 10:1 slope for the southern portion of the Site and a maximum 4:1 slope as previously approved for the northern portion of the Site.

PLANS

BOUNDARY INFORMATION FROM SUNDE
LAND SURVEYING, LLC.



CONSULTING CIVIL ENGINEERS
1001 N. 1st St., Suite 200
Wichita, KS 67202
316.262.1111
www.wichitaengineers.com

**BITUMINOUS
ROADWAYS INC.
INVER GROVE HEIGHTS
GRAVEL PIT**

2017 PERMIT
REISSUANCE[illegible]

HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS

Kristi Pankay

sp@stat.gov

negative affect

(S.A./N.V.)

THEORY BY _____

www.elsevier.com/locate/jmb

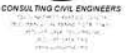
SCALE _____

DATE _____

18. 1998年10月1日起，凡在我国境内销售货物的单位和个人，均应按销售额的一定比例缴纳增值税。其税率分别为：

PHASING PLAN

C-2

2017 PERMIT
REISSUANCE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MICHIGAN.

Kristen Pankay
 K. PANKAY

— 2000 —

C-4



2017 PERMIT
REISSUANCE[illegible]

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 06/21/07 REC NO 11942

Abstract

1995

[illegible]

APPROVED BY: _____

2A1

DATE _____

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CROSS SECTION

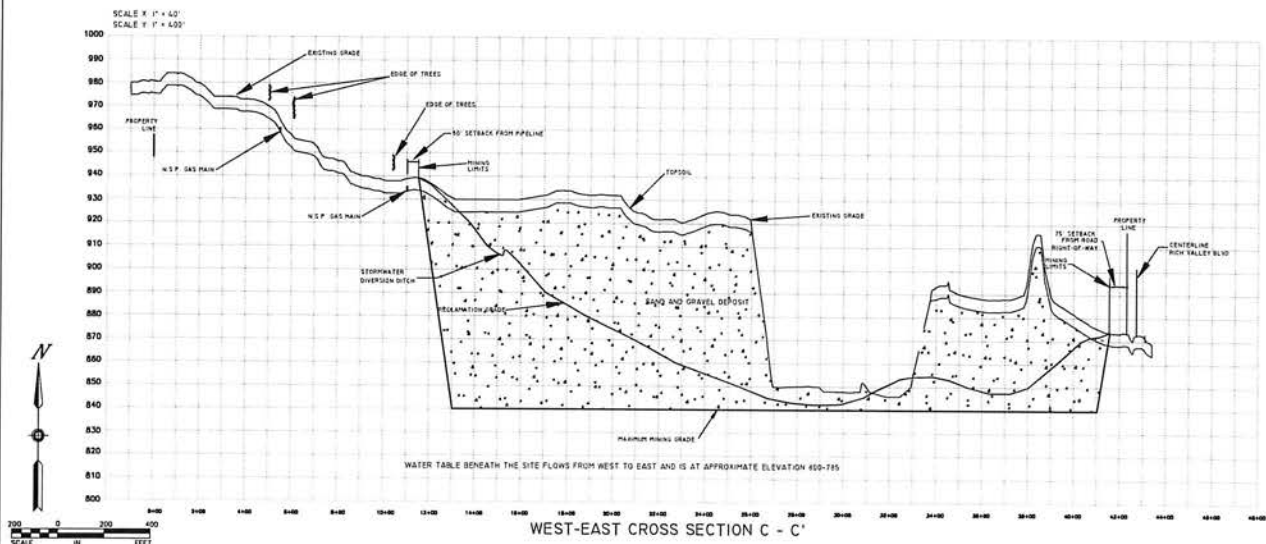
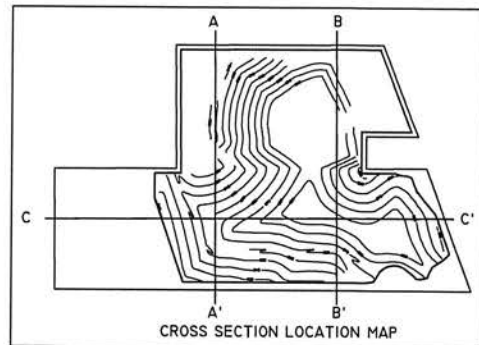
C-C'

Sheet No.

C-5

522 522

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C-5

APPENDIX A

PROPERTY OWNERS WITHIN 1,000 FEET

- 1 Flint Hills Resources Pine Bend LLC PID No. 20-03300-25-012
c/o Property Tax Dept N $\frac{3}{4}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ in Section 32, Township 27,
PO Box 2917 Range 22 EXCEPT N 311.5 ft of W 700 ft &
Wichita, KS 67201-2917 EXCEPT Beg 894.3 ft W of NE Cor W 240 ft to
OWN: C/L CR #71 SE on C/L 216.3 ft N 72D22M20S E
219.07 ft NW Parr C/L Rd to Beg & EXCEPT Beg
Int W R/W CR #71 & S line W 267.4 ft N 208.7 ft
E 150 ft to R/W Rd SE on R/W 239.5 ft to Beg also N $\frac{1}{2}$ of NW $\frac{1}{4}$ in Section 33,
Township 27, Range 22 EXCEPT 10.40 Acres RR 33-27-22 EXCEPT Pt Beg NE
Cor of NW $\frac{1}{4}$ S along E line said NW $\frac{1}{4}$ 60.08 ft to point on RR R/W thence
70.68 ft along Non-Tang Curv R=2914.93 ft CB=S 37D32M W thence N
13D17M38S E 119.14 ft to N line Section 33 E'ly along N line 14.71 ft to Beg
AND
PID No. 20-03200-03-020
Pt of N $\frac{3}{4}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ Com Int W R/W Co. Rd #5 & S line W 267.4 ft N
208.7 ft E 150 ft to R/W Rd SE on R/W 239.5 Ft to Beg
AND
PID No. 20-03200-04-010
All W of Capital Hwy of S $\frac{1}{4}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ in Section 32, Township 27, Range 22
AND
PID No. 20-03200-25-010
N $\frac{3}{4}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ in Section 32, Township 27, Range 22 Subj to Hwy Esmnt
over the W 50 ft of S 650 ft of N 700 ft together with N 50 ft
AND
PID No. 20-03200-26-011
S $\frac{1}{4}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ in Section 32, Township 27, Range 22 EXCEPT W 693.00 ft
Thereof
AND
PID No. 20-03200-28-010
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ in Section 32, Township 27, Range 22
AND
PID No. 20-03300-52-010
Pt of S $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 33, Township 27, Range 22 lying W of CR #5 Com
Int N line & W R/W Rd SE on R/W 175 ft W 250 ft N to N line E to Beg
AND
PID No. 20-11150-01-031
Lots 1, 2 & 3, Block 1 & Pt of Vac 114th St E Accruing Thereto
Akron Acres
AND
PID No. 20-11150-02-041
Lots 1, 2, 3 & 4, Block 2 & Pt of Vac 114th St E Accruing Thereto
Akron Acres
AND
PID No. 20-64025-01-010
Lot 1, Block 1
Rich Valley Estates
AND
PID No. 20-64025-01-031
Lots 2 & 3, Block 1
Rich Valley Estates
AND
PID No. 20-64025-02-010
Lot 1, Block 2
Rich Valley Estates
AND
PID No. 20-64025-02-020
Lot 2, Block 2
Rich Valley Estates
AND

(SEE NEXT PAGE)

PID No. 20-64025-02-030
Lot 3, Block 2
Rich Valley Estates
AND
PID No. 20-64025-02-040
Lot 4, Block 2
Rich Valley Estates
AND
PID No. 20-64025-02-061
Lots 5 & 6, Block 2
Rich Valley Estates
AND
PID No. 20-64025-03-010
Lot 1, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-020
Lot 2, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-030
Lot 3, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-040
Lot 4, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-050
Lot 5, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-060
Lot 6, Block 3
Rich Valley Estates
AND
PID No. 20-64025-03-070
Lot 7, Block 3
Rich Valley Estates

- 2 Pine Bend Landfill Inc
c/o Allied Waste Ind Inc - Prop Tax Div
18500 North Allied Way
Phoenix, AZ 85054
OWNS:
- PID No. 20-03300-26-011 Pt of S $\frac{1}{2}$ of NE $\frac{1}{4}$ in
Section 32, Township 27, Range 22 lying E'ly of
SAR #71 EXCEPT N 2 Acres lying E of SAR #71
also Pt of S $\frac{1}{2}$ of NW $\frac{1}{4}$ in Section 33, Township 27,
Range 22 lying W'ly of Chicago Rock Island RR
EXCEPT Pt lying W'ly of C/L of SAR #71
- AND
PID No. 20-03300-51-011
Pt of N $\frac{1}{2}$ of SW $\frac{1}{4}$ in Section 33, Township 27, Range 22 lying E of Hwy #5 & W
of RR EXCEPT Com 100.1 ft E of NW Cor being Cen #5 S 19D14M E on Cen
220.7 ft N 70D46M E 235.5 ft N 130.95 ft to N line W 295.35 ft to Beg & EXCEPT
Com SW Cor E 572.1 ft to C/L Rich Valley Blvd NW on C/L 165.35 ft to Beg Cont
NW on C/L 160 ft N 69D29M28S E 272.25 ft S 20D30M32S E 160 ft S
69D29M28S W 272.25 ft to Beg
AND
PID No. 20-03300-51-012
Pt of N $\frac{1}{2}$ of SW $\frac{1}{4}$ in Section 33, Township 27, Range 22 Com SW Cor E 572.1 ft
to C/L Rich Valley Blvd NW on C/L 165.35 ft to Beg Cont NW on C/L 160 ft N
69D29M28S E 272.25 ft S 20D30M32S E 160 ft S 69D29M28S W 272.25 ft to
Beg

- 3 TSA Holdings LLC
 11278 Rich Valley Blvd
 Inver Grove Heights, MN 55077
 OWN:
 PID No. 20-03200-06-020
 N 2 Acres of Hwy of S $\frac{1}{2}$ of NE $\frac{1}{4}$ & S 50 ft of S $\frac{1}{2}$
 of N $\frac{1}{2}$ of NE $\frac{1}{4}$ in Section 32, Township 27,
 Range 22
- 4 Todd K. Wicker
 Linda D. Wicker
 11479 Rich Valley Blvd
 Inver Grove Heights, MN 55077
 OWN:
 PID No. 20-03300-28-010
 Pt of S $\frac{1}{2}$ of NE $\frac{1}{4}$ in Section 32, Township 27,
 Range 22 Com SE Cor W 592.43 ft N 344.9 ft E
 570 ft to C/L Rd SE on C/L 67 ft S 281.85 ft to
 Beg also Pt of S $\frac{1}{2}$ of NW $\frac{1}{4}$ in Section 33,
 Township 27, Range 22 lying SW of CR #71
- 5 Alan Bebel
 3852 North Ridge Dr
 Eagan, MN 55123
 OWNS:
 PID No. 20-03200-06-010
 All E of Capital Hwy of S $\frac{1}{4}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ in
 Section 32, Township 27, Range 22 EXCEPT
 S 50 ft
- 6 Joseph T. Maltese
 Diane I. Maltese
 11618 Akron Ave
 Inver Grove Heights, MN 55077
 OWN:
 PID No. 20-03200-50-016
 N 431.89 ft of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 32,
 Township 27, Range 22 EXCEPT W 821.48 ft
- 7 William Larson
 Teri A. Larson
 11630 Akron Ave
 Inver Grove Heights, MN 55077
 OWN:
 PID No. 20-03200-50-013
 Pt of E 266.34 ft of W 821.48 ft in Section 32,
 Township 27, Range 22 lying N of line Com W
 line 702 ft S of NW Cor S 89D58M38S E 32.60 ft
 Cur R 138.93 ft S 50D10M38S E 47.82 ft Cur L
 143.12 ft N 88D49M22S E 225.65 ft to Pt
 555.14 ft E of W line & Beg of line N 88D49M22S
 E 266.40 ft & There Term
- 8 Cory Cole Hohneke
 11530 Akron Ave
 Inver Grove Heights, MN 55077
 OWNS:
 PID No. 20-03200-50-012
 N 392.33 ft of W 555.14 ft of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ in
 Section 32, Township 27, Range 22 Subj to Rd
 W 33 ft
- 9 Robert M. Heidenreich
 Deena L. Heidenreich
 11632 Akron Ave
 Inver Grove Heights, MN 55077
 OWN:
 PID No. 20-03200-50-040
 W 555.14 ft of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 32,
 Township 27, Range 22 lying N of line Beg W
 line 702 ft S of NW Cor S 89D58M38S E 32.60 ft
 Cur R 138.93 ft S 50D10M38S E 47.82 ft Cur L
 143.12 ft N 88D49M22S E 225.65 ft to Pt in line
 555.14 ft E of W line & There Term Subj to
 Esmnt EXCEPT N 392.33 ft

- 10 Robert L. Haleen
Sandra J. Haleen
11620 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-50-030
Pt of NW ¼ of SW ¼ in Section 32, Township 27,
Range 22 lying N of line Com W line 702 ft S of
NW Cor S 89D58M38S E 32.60 ft Cur R 138.93 ft
S 50D10M38S E 47.82 ft Cur L 143.12 ft N
88D49M22S E 492.05 ft to Beg of line S
79D04M54S E 514.21 ft to E line & There Term
EXCEPT N 431.98 ft & EXCEPT W 821.48 ft Subj
to Esmnt
- 11 Carol L. Boudinot
11624 Akron Ave
Inver Grove Heights, MN 55077
OWNS:
PID No. 20-03200-50-050
Pt of NW ¼ of SW ¼ in Section 32, Township 27,
Range 22 Com NW Cor S 702 ft to C/L Rd Esmnt
E on C/L Esmnt 854.52 ft to Beg S 79D04M54S E
514.21 ft to E line S 392.73 ft to SE Cor W
485.30 ft N 02D21M33S W 488.65 ft to Beg
- 12 Robert A. Gilbert
Olive G. Gilbert
11634 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-50-018
Pt of SW ¼ in Section 32, Township 27, Range 22
Com NW Cor S 702 ft S 89D58M38S E 32.60 ft E
& SE on Cur 138.93 ft S 50D10M38S E 47.82 ft
SE & E on Cur 143.12 ft N 88D49M22S E 71.14 ft
to Beg Cont same bearing 420.91 ft SE 488.65 ft
to Pt on S line 841.59 ft E of W line S 21.97 ft W
440.93 ft N 499.70 ft to Beg
- 13 Jeffrey & Alison Brown
11636 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-50-020
W 400.66 ft of NW ¼ of SW ¼ in Section 32,
Township 27, Range 22 EXCEPT Pt lying N of
C/L Rd Esmnt also N 13.05 ft of W 400.66 ft of
SW ¼ of SW ¼ of said Section 32 Subj to Esmnt
- 14 Gary R. & Zoe E. Zuckweiler
Timothy & Jennifer Wheeler
11760 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-020
Pt of SW ¼ of SW ¼ in Section 32, Township 27,
Range 22 Com NW Cor E on N line 841.59 ft S
21.97 ft to Beg W 440.93 ft N 21.97 ft to N line W
to NW Cor S 200.22 ft to C/L E-W Rd Esmnt E
on C/L Esmnt 708.39 ft to C/L N-S Esmnt N on
said C/L 445.11 ft to Beg EXCEPT N 13.05 ft of
W 400.66 ft Subj to Esmnt
- 15 Lawrence & Jovanka Koury
Brandon Koury
11804 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-080
Pt of SW ¼ of SW ¼ in Section 32, Township 27,
Range 22 Com NW Cor S 200.22 ft to C/L Rd
Esmnt 484.18 ft to Beg S 602.28 ft E 387.49 ft N
597.41 ft to C/L Esmnt W on C/L Esmnt 387.83 ft
to Beg Subj to Esmnt
- 16 Anthony D. Wenman
Debra A. Wenman
11806 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-090
Pt of SW ¼ of SW ¼ in Section 32, Township 27,
Range 22 Com NW Cor S 200.22 ft to C/L Rd
Esmnt E on C/L 872.03 ft to Beg S 597.41 ft to Pt
315.97 ft N of S line E 384.84 ft to Pt 318.83 ft N
of S line N 597.41 ft to C/L Esmnt W 384.84 ft to
Beg Subj to Esmnt N 33 ft

- 17 David J. Dickey
Nicole D. Alleva-Dickey
11770 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-030
Pt of SW $\frac{1}{4}$ in Section 32, Township 27, Range 22
Beg N line SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 841.59 ft E of NW Cor
S on C/L N-S Rd Esmnt 467.08 ft to C/L E-W Rd
Esmnt E 548.48 ft N 30D46M23S E to Pt on N line
581.34 ft E of Beg W 581.34 ft to Beg Subj to
Esmnt
- 18 Troy M. Stephens
Angela N. Stephens
11808 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-012
Pt of SW $\frac{1}{4}$ in Section 32, Township 27, Range 22
Com SW Cor N on W line 1100 ft E 100 ft E & SE
on Cur 233.67 ft SE & E on Rev Cur 194.72 ft E
on Tang 728.48 ft to Beg Cont E 107.67 ft E & SE
on Cur 256.17 ft SE on Rev Cur 119.60 ft S
15D38M59S W 5360 ft SW & S & SE on Tang Cur
280.67 ft S 37D57M15S E Tang 216.23 ft W
633.87 ft N 597.41 ft to Beg
- 19 William M. McPhillips
Kathleen McPhillips
11798 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-040
Pt of SW $\frac{1}{4}$ in Section 32, Township 27, Range 22
Beg N line SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 1422.93 ft E of NW Cor
of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S 30D46M23S W 450.70 ft to
C/L E-W Rd Esmnt E on C/L 621.01 ft N 514.21 ft
to N line W 367.31 ft to Beg Subj to Esmnt
- 20 Ronald Stevan Malley
11796 Akron Ave
Inver Grove Heights, MN 55077
OWNS:
PID No. 20-03200-52-050
Pt of SW $\frac{1}{4}$ in Section 32, Township 27, Range 22
Beg N line SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 1790.24 ft E of NW Cor
of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S 514.21 ft E 428.78 ft N
512.53 ft to N line W on N line 429.78 ft to Beg
Subj to Esmnt
- 21 Michael B. Johnson
Christine M. Johnson
11794 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-060
Pt of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 32, Township 27,
Range 22 Beg N line 2220.02 ft E of NW Cor of
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S 512.53 ft E 435.07 ft to E line
N 510.83 ft to NE Cor W on N line 433.77 ft to
Beg Subj to Esmnt
- 22 Jason Lee Edgar
11792 Akron Ave
Inver Grove Heights, MN 55077
OWNS:
PID No. 20-03200-52-110
Pt of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 32, Township 27,
Range 22 Com NW Cor of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S
200.22 ft to C/L E-W Rd Esmnt E on C/L
2276.66 ft to Pt of Beg E 465.07 ft S 469.01 ft to
Pt 329.71 ft N of SE Cor W 466.27 ft to Pt
326.33 ft N of S line N 469.01 ft to Beg Subj to
Esmnt

- 23 Steven R. Sandberg Trustee
Elaine C. Sandberg Trustee
11802 Akron Ave
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03200-52-100
Pt of SE ¼ of SW ¼ in Section 32, Township 27,
Range 22 Com NW Cor of SW ¼ of SW ¼ S
200.22 ft to C/L E-W Rd Esmnt E on C/L Esmnt
1740.31 ft to Beg being C/L N-S Rd Esmnt S on
N-S Esmnt 550.50 ft to Pt 323.53 ft N of S line E
363.80 ft to Pt 326.23 ft N of S line N 469.01 ft W
on C/L E-W Esmnt 436.35 ft to Beg Subj to
Esmnt
- 24 Robert Plan
Marcille H. Plan
11889 Rich Valley Blvd
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03300-52-021
Pt of S ½ of SW ¼ in Section 33, Township 27,
Range 22 Beg 132.10 ft E of NW Cor E 440 ft to
C/L Rd R 69D28S on C/L 1037.80 ft R
110D15M 725 ft R 85D39M05S 978.45 ft to Beg
EXCEPT Beg N line & C/L Rd SE on C/L 175 ft
W 250 ft N to N line E to Beg EXCEPT Com NW
Cor S ½ of SW ¼ N 89D53M12S E along N line
132.10 ft to NE Cor Rich Valley Estates & Pt of
Beg S 4D43M15S E 528.17 ft N 89D53M12S E
559.27 ft to W R/W Co. Rd #71 N 20D37M20S
W along R/W 562.10 ft to N line S 89D53M12S
W 404.77 ft to Beg
- 25 Larry E. Plan
Christine Plan
11815 Rich Valley Blvd
Inver Grove Heights, MN 55077
OWN:
PID No. 20-03300-52-022
Pt of S ½ of SW ¼ in Section 33, Township 27,
Range 22 Com NW Cor S ½ of SW ¼ N
89D53M12S E along N line 132.10 ft to NE Cor
Rich Valley Estates & Pt of Beg S 4D43M15S E
528.17 ft N 89D53M12S E 559.27 ft to W R/W Co.
Rd #71 N 20D37M20S W along R/W 562.10 ft to
N line S 89D53M12S W 404.77 ft to Beg EXCEPT
Beg Int W'ly R/W Co. Rd #71 & N line S ½ of
SW ¼ SE along R/W 175 ft W 250 ft N at R/A to N
line E along N line to Beg
- 26 R & M Holdings LLC
c/o Richard L. O'Gara
251 Starkey St
St. Paul, MN 55107
OWN:
PID No. 20-03300-54-015
S ½ of SW ¼ in Section 33, Township 27,
Range 22 lying E of Co. Rd #5 EXCEPT RR
EXCEPT Parcel 20-03300-54-012 EXCEPT S
394.10 ft lying between CSAH #71 & W R/W RR
EXCEPT Pt lying E'ly of RR R/W (Midwestern
RR Properties Inv) Subj to Esmnt
- 27 Browning-Ferris Ind Inc
c/o Republic Services
PO Box 29246
Phoenix, AZ 85038
OWNS:
PID No. 20-03300-50-010
Pt of N ½ of SW ¼ in Section 33, Township 27,
Range 22 lying E of Hwy #5 & W of RR Com
100.1 ft E of NW Cor being Cen #5 S 19D14M E
on Cen 220.7 ft N 70D46M E 235.5 ft N 130.95 ft
to N line W 295.35 ft to Beg

28	11900 Rich Valley LLC 11900 Rich Valley Blvd Inver Grove Heights, MN 55077 OWNS:	PID No. 20-03300-54-012 Pt of S $\frac{1}{2}$ of SW $\frac{1}{4}$ in Section 33, Township 27, Range 22 Com NW Cor E 1320.09 ft S 559.10 ft to Pt "B" Cont S 366.14 ft to Beg W 402.29 ft to C/L CR #71 NW on C/L 300 ft to Int of line S 79D56M30S W from Pt "B" NE on said line & its Ext 662.95 ft to W R/W RR S on R/W 30 ft E on R/W 75 ft S on R/W 353.79 ft to N line of S 394.10 ft W 162.39 ft to Beg Subj to Rd
----	---	--



State of Minnesota,)
:ss.
County of Dakota.)

DCA Title does hereby certify that the foregoing exhibit consisting of entries numbered 1 to 28, both inclusive, constitutes a true and complete report of the apparent ownership of all parcels of land situate within a radius of 1,000 feet of:

- 29 That part of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 27, Range 22, lying westerly of Rich Valley Boulevard; except that part described as follows:
Commencing at the Southeast corner of said South $\frac{1}{2}$ Northeast $\frac{1}{4}$; thence West along the South line thereof, a distance of 592.43 feet; thence North 344.9 feet; thence East 570 feet to the centerline of Rich Valley Boulevard; thence Southeasterly along said centerline, a distance of 67 feet to the East line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence South 281.85 feet to the point of beginning;
AND
The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 32, Township 27, Range 22, and all of that tract of land lying West of Highway 5 in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 33, Township 27, Range 22;

as shown by the records of the County Treasurer of said County.

Dated at Hastings, Minnesota this 4th day of August, A. D. 2017 at
8 o'clock A.M.

DCA Title,
by



lib

An Authorized Signature.

MEMBER AMERICAN LAND TITLE ASSOCIATION
and
MINNESOTA LAND TITLE ASSOCIATION

DCA Title accepts no responsibility as to the accuracy of the addresses or legal descriptions in this report as said addresses and legal descriptions are taken from the records of the office of the County Treasurer of said Dakota County and are not necessarily the most current addresses of said property owners.

Order No. A17-71861

APPENDIX B

WETLAND DELINEATION REPORT



3535 Vadnais Center Drive, St. Paul, MN 55110-5196

651.490.2000

651.490.2150 FAX

architecture

• engineering

• environmental

• transportation

May 20, 2002

RE: Bituminous Roadways, Inc.
11201 Rich Valley Road
Wetland Delineation
Inver Grove Heights, MN
SEH No. A-BITUM0201.00

Mr. Kent Peterson
President
Bituminous Roadways, Inc.
6898 Highway 101 East
Shakopee, MN 55379

Dear Mr. Peterson:

This letter constitutes our findings during a site visit at 11201 Rich Valley Road in Inver Grove Heights, Minnesota on May 10, 2002. The purpose of this site visit was to investigate the parcel, identify areas meeting the technical criteria for wetlands, delineate the jurisdictional extent of the wetland basins, and classify the wetland habitat.

The project site is located in the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 32, and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32 in Township 27 North, Range 22 West in Dakota County, Minnesota (see attached Figure 1). The 130-acre site is bounded on the north by a gravel pit, on the east by Rich Valley Road, on the south by private residences and agricultural land, and on the west by agricultural land.

Wetlands are defined jointly by the U.S. Army Corps of Engineers (Federal Register, 1982) and the U.S. Environmental Protection Agency (Federal Register, 1980) as follows: "Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas."

According to U.S. Army Corps of Engineers, one positive indicator (except in certain situations) from each of three elements must be in order to make a positive wetland determination, which are as follows:

- Greater than 50 percent dominance of hydrophytic plant species;
- Presence of hydric soil; and,
- The area is either permanently or periodically inundated, or soil is saturated to the surface during the growing season of the dominant vegetation.

The project site was examined on May 10, 2002 for areas meeting wetland criteria in accordance with the Corps of Engineers Wetlands Delineation Manual (U.S. Army Corps of Engineers, 1987). The 1987 Manual requires that soil inundation or saturation occur within 18 inches of the surface

and that all three wetland parameters (as discussed above) be present. The Routine Onsite Determination Method (RODM) as set forth by the U.S. Army Corps of Engineers was applied during this field investigation. Field data collected during the investigation is provided on the attached RODM data sheets.

The National Wetlands Inventory mapped two basins in the southeast corner of the parcel as Type 3 and Type 7 wetlands (see attached Figure 2). However, during the field investigation for wetland conditions on May 10, 2002, the two basins did not meet the criteria (as described above) for a jurisdictional wetland determination. Precipitation for the region is at or slightly above normal for the region according to the Minnesota Climatology Working Group. Precipitation totals for the month of April 2002 were reported as 4.22 inches (Rosemount Agriculture Experiment Station) and that Dakota County is within 90 – 110 % of normal precipitation from April 1 – May 6, 2002. The Minnesota Climatology Working Group indicates that average precipitation (1961 – 1990) for the month of April is approximately 2.87 inches (Rosemount Agriculture Experiment Station). The following paragraphs describe the results of the field investigation.

Basin 1

Basin 1 is a forested depression dominated by slippery elm (*Ulmus rubra*), box elder (*Acer negundo*) in the canopy, and tatarian honeysuckle (*Lonicera tatarica*) and red-berried elder (*Sambucus racemosa*) in the shrub layer. The forb layer is dominated by ground ivy (*Glechoma hederacea*), common burdock (*Arctium minus*), tatarian honeysuckle seedlings. Less than 50 percent of the dominant vegetation is Facultative (i.e., equally likely to occur in wetlands and non-wetlands, 34 – 66 percent probability) or wetter, therefore not meeting the criterion for wetland vegetation.

The soil in Basin 1 is mapped by the Soil Survey of Dakota County as Kennebec Variant silt loam (map unit 1816), which is not listed as a hydric soil, but may have hydric inclusions (see attached Figure 3). The upper 24 inches of the soil profile was dark silt loam (10YR2/1), but showed no signs of typical redoximorphic conditions (e.g., concretions, mottling, or oxidized rhizosphere) in the soil profile. The soil was not saturated in the upper 24 inches of the soil profile, but some shallow tree roots were observed (a secondary hydrologic indicator). The evidence suggesting hydric soil conditions and sustained hydrology to support a prevalence of hydrophytic vegetation was marginal.

It is likely Basin 1 receives runoff from adjacent side slopes with no aboveground outlet. However, the soil may have a high infiltration rate as saturated soil was not observed despite several days of rain previous to the field investigation and also, the likelihood of encountering wetter conditions would be expected in the spring of the year. The wetland vegetation criterion was not met and the soil and hydrology criteria were marginal for the basin. For these reasons, it was determined that all three wetland criteria were not met, therefore this basin did not meet the technical criteria for a jurisdictional wetland.

Mr. Kent Peterson
May 20, 2002
Page 3

Basin 2

Basin 2 is a forested depression located in the southeast corner of the parcel and to the west of Basin 1. Basin 2 is dominated by box elder and red-berried elder in the canopy and shrub layer, respectively. The forb layer is dominated by common burdock and small-flowered crowfoot (*Ranunculus abortivus*). Less than 50 percent of the dominant vegetation is Facultative or wetter, therefore not meeting the criterion for wetland vegetation.

The soil in Basin 2 is mapped by the Soil Survey of Dakota County as Colo silt loam, a state-listed hydric soil (see attached Figure 3). The upper 24 inches of the soil profile was dark silt loam (10YR3/1) with very faint mottles (10YR4/2) less than 2 percent. The soil was not saturated in the upper 24 inches of the profile and showed no other hydric indicators, therefore not meeting the hydrology criterion.

Similar to Basin 1, Basin 2 likely receives runoff from adjacent side slopes and has no aboveground outlet. However, no saturation was observed in the upper 24 inches of the soil profile despite several days of rain prior to the field investigation. The wetland vegetation and hydrology criteria were not met, therefore it was determined that Basin 2 did not meet the technical criteria for a jurisdictional wetland.

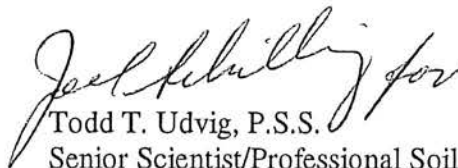
If you have any questions regarding the results of this field investigation or other concerns, please feel free to contact Todd Udvig, SEH Project Manager, or me at the numbers provided below. SEH is pleased to provide you this information and looks forward to working with Bituminous Roadways, Inc. in the future.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

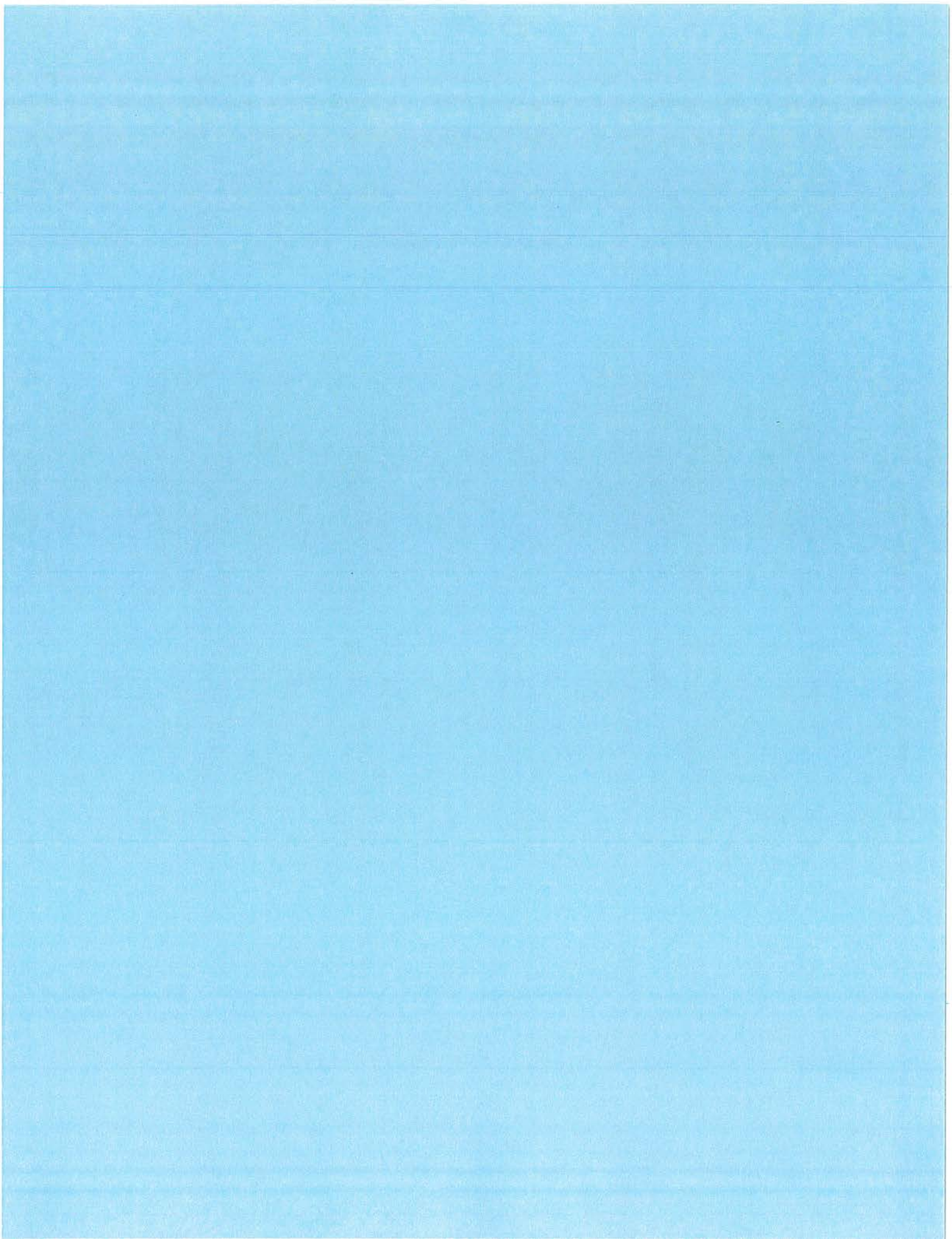


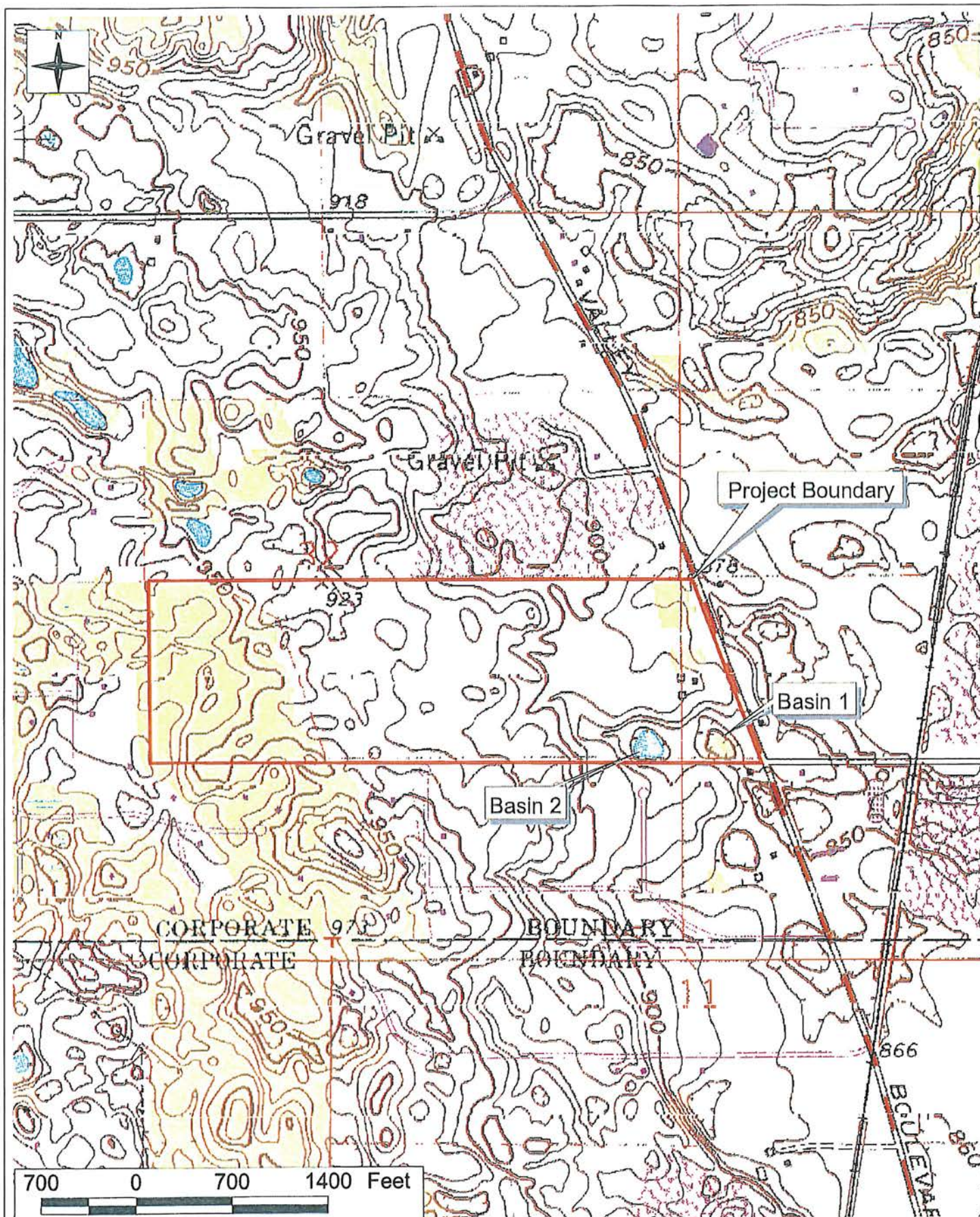
Allyz D. Kramer
Staff Biologist
651.490.2162



Todd T. Udvig, P.S.S.
Senior Scientist/Professional Soil Scientist
651.765.2957

Attachment

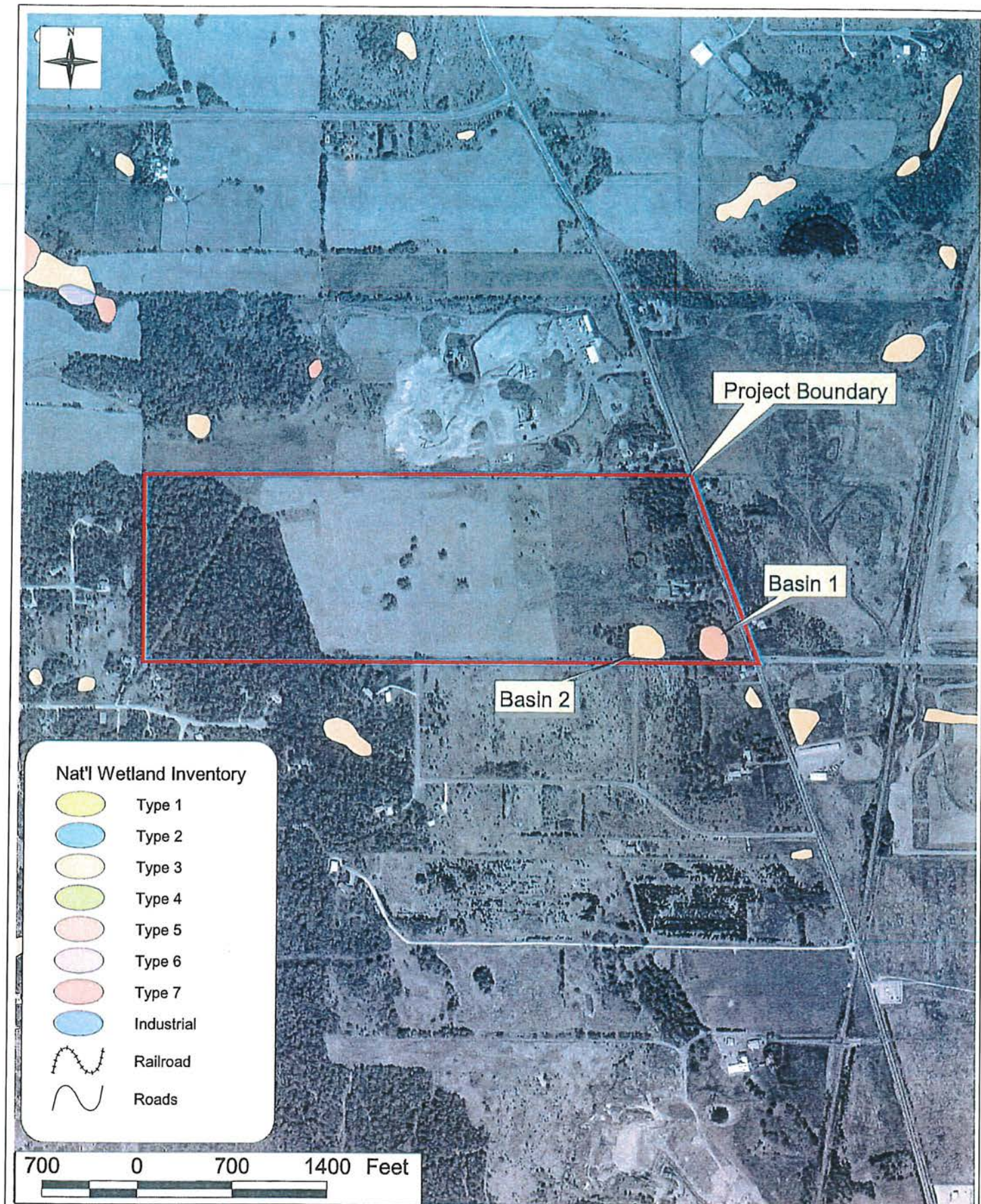




USGS 7.5 Minute Quad Map of Project Location

A-BITUM0201.00

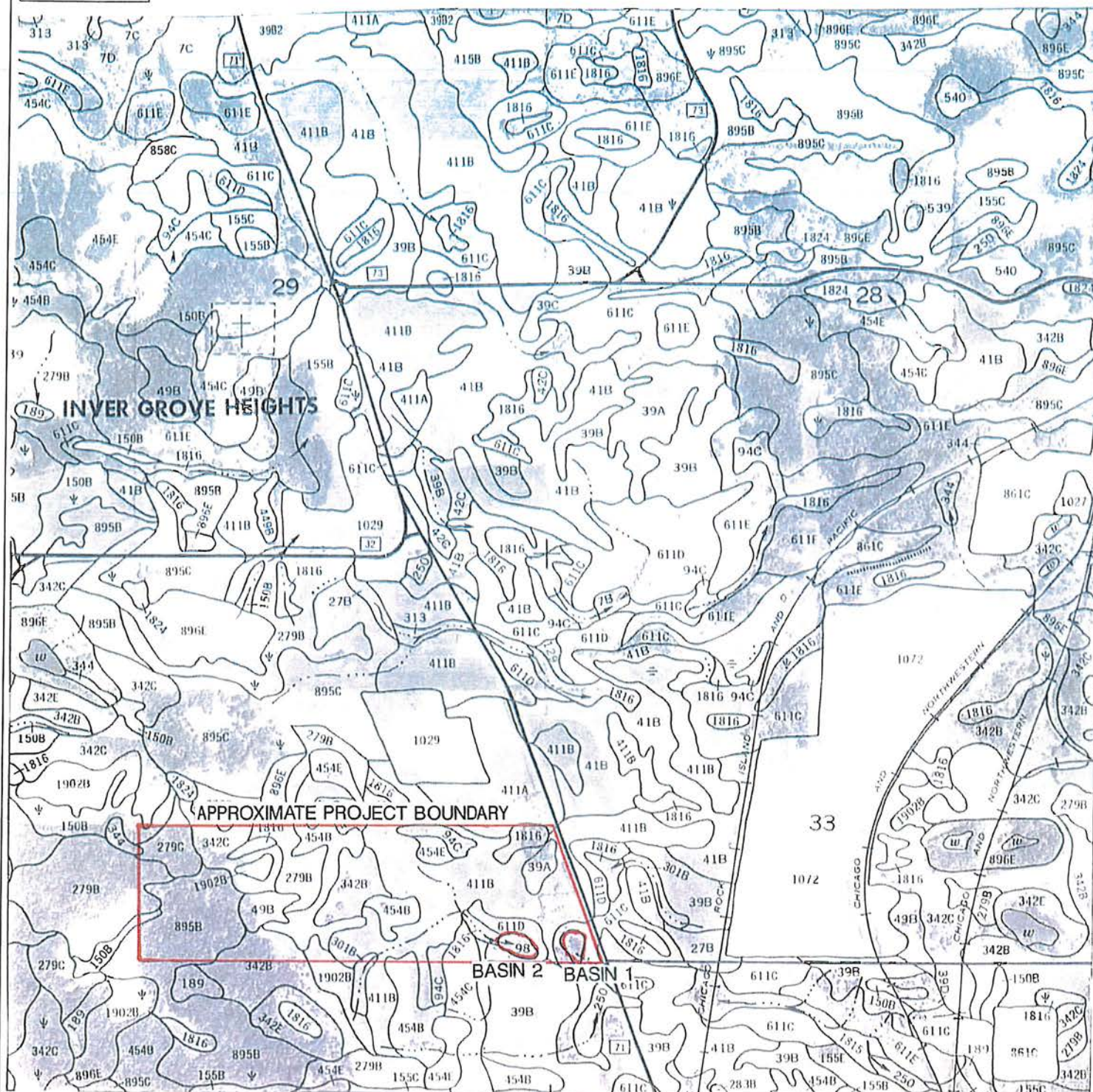
Figure 1



National Wetlands Inventory Map
overlayed on 2000 aerial photograph

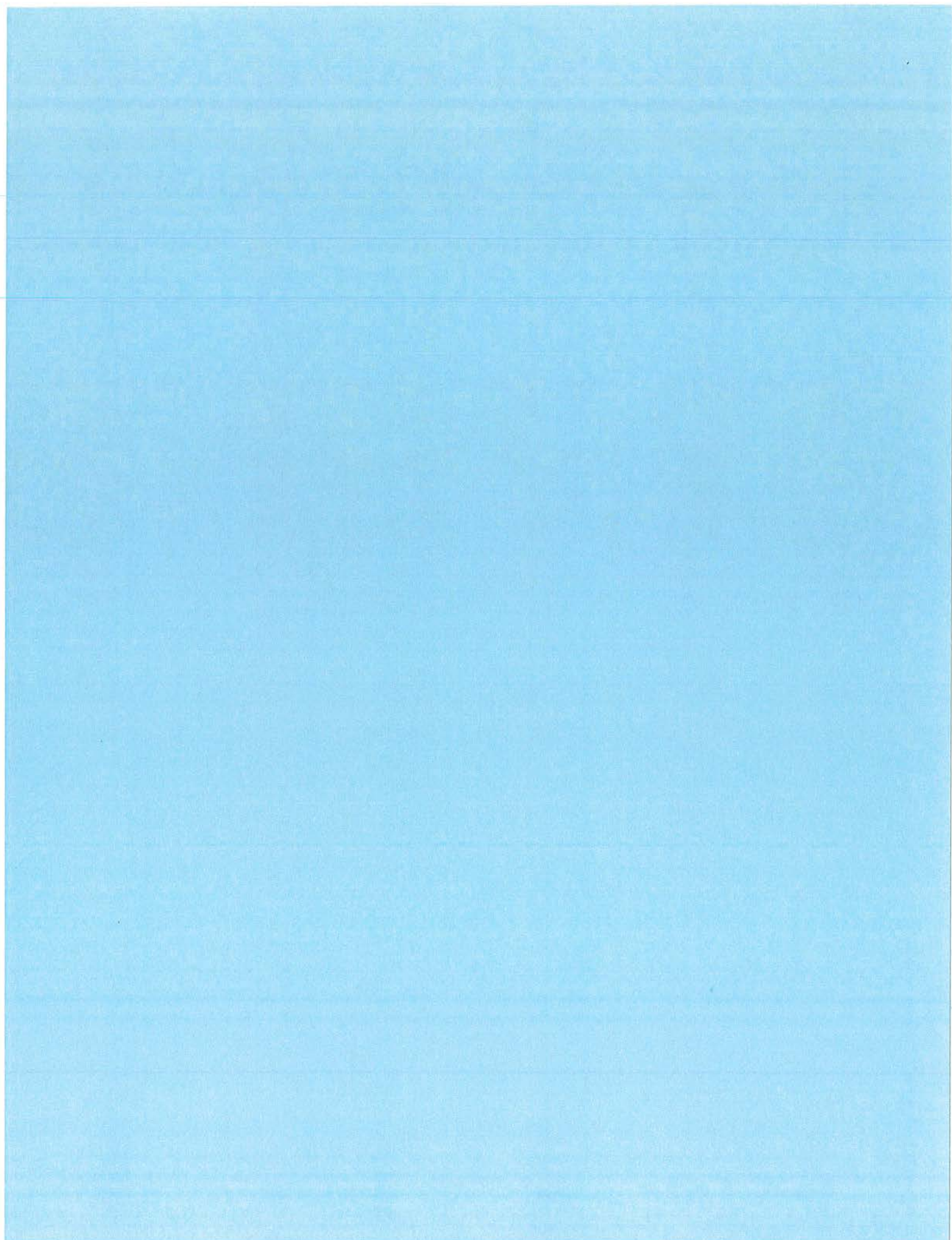
A-BITUM0201.00

Figure 2



ABITUM0201.00

Figure 3



**DATA FORM
ROUTINE ONSITE DETERMINATION METHOD**



Project/Site: 11201 Rich Valley Road, Inver Grove Heights MN Abnormal conditions? Y ☐ N ☒ Is the Area (circle):
 Applicant/Owner: BITUMINOUS ROADWAYS INC. Site disturbed? Y ☐ N ☒ Filled ☐ Floodplain ☐ Ditched
 Field Investigator: A. KRAMER Transect No. Problem area? Y ☐ N ☒
 Investigation Date: 05/10/02 Site Sample No. BASIN 1 If yes, explain in remarks Seasonal ☐ Permanent ☐ Tiled ☐

VEGETATION

Dominant Plant Species	Stratum	%	Indicator
1. <i>Ulmus rubra</i> - Slippery Elm	TREE	50%	FAC
2. <i>Acer Negundo</i> - Box elder	TREE	50%	FACWT
3. <i>Sambucus racemosa</i> - Red berried elder	Shrub	20%	FACU
4. <i>Glechoma hederacea</i> - Ground ivy	Herb	60%	FACU
5. <i>Arctium minus</i> - Common burdock	Herb	20%	NI
6. <i>Lonicera tatarica</i> - tatarian honeysuckle	Herb	20%	FACU
7. <i>Lonicera tatarica</i> - tatarian honeysuckle	Shrub	60%	FACU
8.			
9.			
10.			
11.			
12.			

Percent of dominant species that are OBL, FACW and/or FAC = <50 %

HYDROLOGY

☐ Stream, Lake or Well Data
☐ Precipitation Data
☐ Aerial Photographs
☐ Other (Explain in remarks)
☒ No recorded data used

Primary Wetland Hydrology Indicators

☐ Inundated
☐ Saturated in upper 18"
☐ Water Marks
☐ Drift Lines
☐ Sediment Deposits
☐ Drainage Patterns in Wetlands

Secondary Wetland Hydrology Indicators
 (If no primary Indicator, 2 or more secondary Indicators required)

☐ Oxidized Rhizosphere
☐ Water Stained Leaves
☐ Local Soil Survey Data
☐ FAC Neutral Vegetation Test
☐ Multiple Trunks
☐ Other (Explain in remarks)

Field Observations

Depth of Surface Water: 0
 Depth to Water in Pit: >24"
 Depth to Saturated Soil: >24"

SOILS

Map Unit Name: Kennebec Variant Silt Loam Natural Drainage Class
 Soil Suborder: Cumultic Hapludolls Whole unit hydric soil? Y ☒ N ☐

Moderately well drained

Soil Profile Description

Depth (in)	Horizon Name	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle %	Soil Texture and Comments
0-24	A	10YR2/1	—	—	Silt loam

**DATA FORM
ROUTINE ONSITE DETERMINATION METHOD**



Project/Site: 11201 Rich Valley Road, Inver Grove Hgts, MN
 Applicant/Owner: BITUMINOUS ROADWAYS, INC.
 Field Investigator: AKRAMER Transsect No. _____
 Investigation Date: 05/10/02 Site Sample No. ASIN 2

Abnormal conditions? Y ☒ N
 Site disturbed? Y ☒ N
 Problem area? Y ☒ N

If yes, explain in remarks _____

Is the Area (circle):
 Filled ☐ Floodplain ☐ Ditched ☐
 Seasonal ☐ Permanent ☐ Tiled ☐

VEGETATION

Dominant Plant Species	Stratum	%	Indicator
1. <u>Acer negundo - Boxelder</u>	<u>TREE</u>	<u>60</u>	<u>FACW</u>
2. <u>Sambucus racemosa - Red berried elder</u>	<u>SHRUB</u>	<u>10</u>	<u>FACU</u>
3. <u>Ranunculus abortivus - Small flowered crowfoot</u>	<u>Herb</u>	<u>20</u>	<u>FACW-</u>
4. <u>Arctium minus - Common burdock</u>	<u>Herb</u>	<u>20</u>	<u>N1</u>
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Percent of dominant species that are OBL, FACW and/or FAC = 50 %

HYDROLOGY

____ Stream, Lake or Well Data
 ____ Precipitation Data
 ____ Aerial Photographs
 ____ Other (Explain in remarks)
☒ No recorded data used

Primary Wetland Hydrology Indicators

____ Inundated
 ____ Saturated in upper 18"
 ____ Water Marks
 ____ Drift Lines
 ____ Sediment Deposits
 ____ Drainage Patterns in Wetlands

Secondary Wetland Hydrology Indicators
 (If no primary indicator, 2 or more secondary indicators required)

____ Oxidized Rhizosphere
 ____ Water Stained Leaves
☒ Local Soil Survey Data
 ____ FAC Neutral Vegetation Test
 ____ Multiple Trunks
 ____ Other (Explain in remarks)

Field Observations

Depth of Surface Water: 0
 Depth to Water in Pit: >24"
 Depth to Saturated Soil: >24"

SOILS

Map Unit Name: Colo silt loam Natural Drainage Class: Poorly drained soil
 Soil Suborder: Cumultic Haplaquolls Whole unit hydric soil? ☒ N

Soil Profile Description

Depth (in)	Horizon Name	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle %	Soil Texture and Comments
<u>0-24</u>	<u>A</u>	<u>10YR³/1</u>	<u>10YR⁴/2</u>	<u>2-3</u>	<u>silt loam</u>

APPENDIX C

STORM WATER MANAGEMENT CALCULATIONS

LONG-TERM WATERSHED YIELD MODEL

FOR BITUMINOUS ROADWAYS

INVERGROVE HEIGHTS, MN

INTRODUCTION:

The City of Inver Grove Heights engineering department requested from Bituminous Roadways a long-term watershed yield model for the future development of their Inver Grove Heights site. The future development will consist of 2.5-5 acre parcels developed according to rural residential uses. The 200.3-acre site was modeled using XP-SWMM 2000 continuous simulation along with 30 years, 1970-2000, of hourly precipitation data. The runoff from the 30 years of hourly precipitation data was routed through the site and into the respective holding basins. These holding basins are land-locked and the only outflow is evaporation and seepage. Evaporation from each basin was modeled in XP-SWMM based on actual pan evaporation data from P.W. Manson, G.M. Schwarz, E.R. Allred, "Some Aspects of the Hydrology of Ponds and Small Lakes", Agricultural Experiment Station—University of Minnesota, Technical Bulletin 257, 1968. Seepage from each basin was modeled using a rating curve and the soil characteristics. The critical event for a land-locked basin is the spring 10-day snowmelt. This was modeled using 7.2" of runoff over the entire site (assuming 100% impervious – frozen ground). This volume was then added to an average high water elevation from the XP-SWMM output over the 30 years to obtain the 10-day snowmelt HWL.

SUMMARY:

The ultimate design of the holding ponds for the future development of the Bituminous Roadways site in Inver Grove Heights was determined using the long-term watershed yield model. XP-SWMM was used to route 30 years of precipitation data through the site and each pond. The pond for the 71.33-acre North site was designed with an approximate normal water level of 820. The series of ponds for the 129.01-acre south site were designed with approximate NWL's of 830. The water levels of these ponds bounced with time (see stage-time graph in snowmelt section). From the graph an average high water level in the beginning of spring was interpolated for each pond. This average high water level was used as the starting elevation for the 10-day spring snowmelt simulation. The 7.2" of runoff volume was added to the average high water level of each pond and the 10-day snowmelt HWL was determined. The SWMM output shows three major storm events (August 1977, July 1987 and July 1997) all of which occur in the summer months. The 10-day snowmelt simulation shows HWLs similar to the event of July 1987.

	August 1977	July 1987	July 1997	10-day snowmelt	Low Point in Street
North Pond	839±	843.9	829.5±	844±	848
South Pond	848.5±	853.2	840±	854±	855

Therefore, a HWL of about 844 for the north pond and 854 for the south pond seems to be critical. The street elevation for each site is designed above this critical elevation.

Bituminous Roadways #87-185
Inver Grove Heights, MN

Date: 4/24/02
By: MAC

Long Term Yield Model (30-Year)

XP-SWMM 2000 Continuous Modeling

Tributary Drainage Areas:

North (1) = 71.33 acres

South (2) = 129.01 acres

(1) Routing Method:

SWMM Runoff Non-linear Reservoir Method

Subcatchment Area #	Area (ac)	Impervious* Fraction (%)	Slope (ft/ft)	Width (ft)
North (1)	71.33	12	0.05	2220
South (1)	129.01	12	0.03	2440

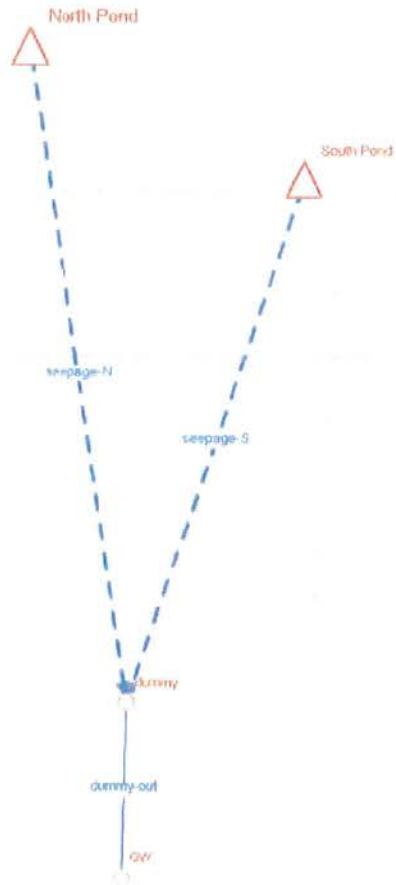
* 2.5-5 acre lots

(2) Runoff Infiltration: LCS Type B Horton

Max. Infiltration Rate $\approx$ 3 in/hr
(loam soils)

Min. Asymptotic Infiltration Rate $\approx$ 0.2 in/hr
(Type B)

Decay Rate of Infiltration $\approx$ 0.001 /sec



(3) Storage - Stepwise Linear Method

Stage Storage Table: North Pond

Elevation	Area (ac)	Incremental Volume (ac-ft)	Σ Vol (ac-ft)
820	0.791		0.00
830	1.656	12.23	11.97
840	2.704	21.59	33.55
850	7.420	48.68	82.23

Stage Storage Table: South Ponds

Elevation	Area (Total) (ac)	Incremental Volume (ac-ft)	Σ Vol (ac-ft)
830	1.25		0.00
840	2.94	20.32	20.32
850	5.06	39.50	59.82
860	19.85	116.43	176.24

(4) Seepage

$$Q = K i A$$

K = hydraulic conductivity
(ft/sec)

i = hydraulic gradient = 1.0

A = Sectional Area (ft²)

Soil Characteristics

411A + 411B Waukegan (See Attachment 'A')

Depth 28-60 in ~ $K = 6.0-20$ in/hr

Use $K = 6.0$ in/hr = 1.4×10^{-4} ft/sec

Rating Curve - Seepage North

Elevation	(L) Average Circumference (ft)	H (ft)	$Q = Ki(LH)$	
			Q (cfs)	ΣQ (cfs)
820			0	0
	1000	1		
821			0.14	0.14
	1025	1		
822			0.14	0.28
	1048	1		
823			0.15	0.43
	1124	7		
830			1.10	1.53
	1526	10		
840			2.14	3.68
	1711	10		
850			2.40	6.08

$$K = 1.4 \times 10^{-4} \text{ ft/sec}$$

Rating Curve - Seepage South

$$Q = K i (LH)$$

Elevation	(L) Average Circumference (ft)	(H) (ft)	Q (cfs)	ΣQ (cfs)
830	1923	1	0	0.00
831	1975	1	0.27	0.27
832	2000	1	0.28	0.55
833	2275	7	0.28	0.83
840	3044	10	2.23	3.06
850	3034	10	4.26	7.32
860			5.08	12.4

(5) Evaporation

Pan evaporation data from "Hydrology of Ponds and Small Lakes" by Manson, Schwartz, Allred (Agricultural Experiment Station - University of Minnesota) Technical Bulletin 257-1968 (See Attachment '8')

	Pan Evaporation - Farmington (in)			
	1962	1963	1964	Average
May	7.85	7.29	7.29	8.14
June	7.76	10.11	10.11	9.33
July	5.59	8.68	10.18	8.15
Aug.	7.38	7.60	8.26	7.78
Sept.	4.55	5.46	7.78	4.93
Oct	3.25	—	—	1.08



(6) Rain Fall Data

30-years Hourly Precipitation Data TD-3240
years (1970-1999)

Obtained in NWS Fixed length Format
from National Climatic Data Center
for Station # 215435 (Mpls-St Paul Airport)

22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



(7) Snowmelt Simulation

10-Day snowmelt = 7.2 inches runoff

North Site

Runoff Volume = (71.33 ac) (7.2 inches)

$$V = 42.8 \text{ ac-ft}$$

@ Elevation 822* Volume Storage = 1.72 ac-ft

add snowmelt volume = 44.52 ac-ft

$$\boxed{10\text{-Day Snowmelt HWL} = \pm 844}$$

South Site

Runoff Volume = (129.01 ac) (7.2 inches)

$$V = 77.4 \text{ ac-ft}$$

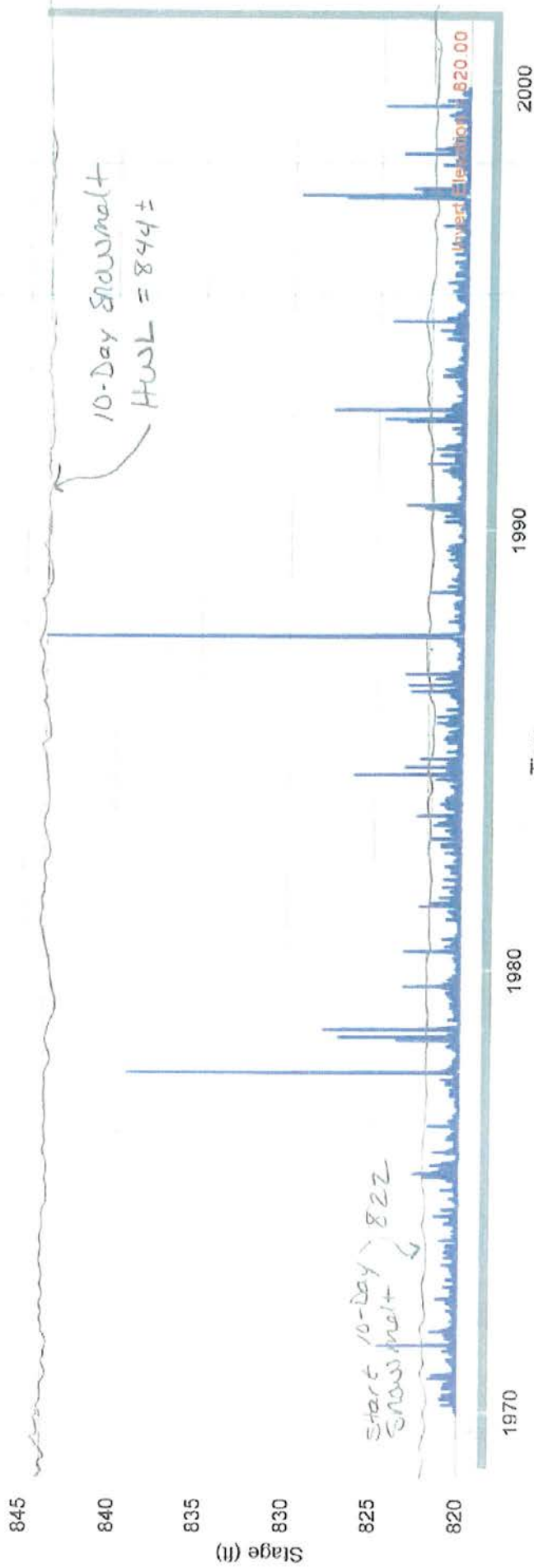
@ Elevation 833* Volume Storage = 4.34 ac-ft

add snowmelt runoff volume = 81.74 ac-ft

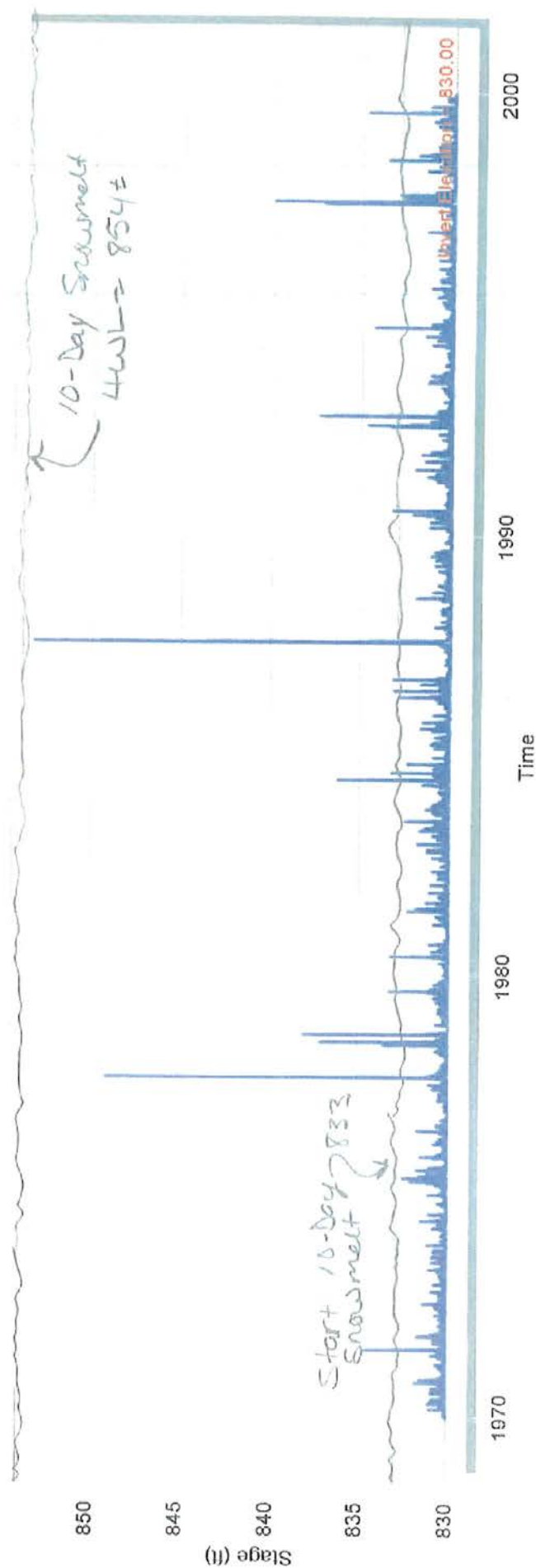
$$\boxed{10\text{-Day Snowmelt HWL} = \pm 854}$$

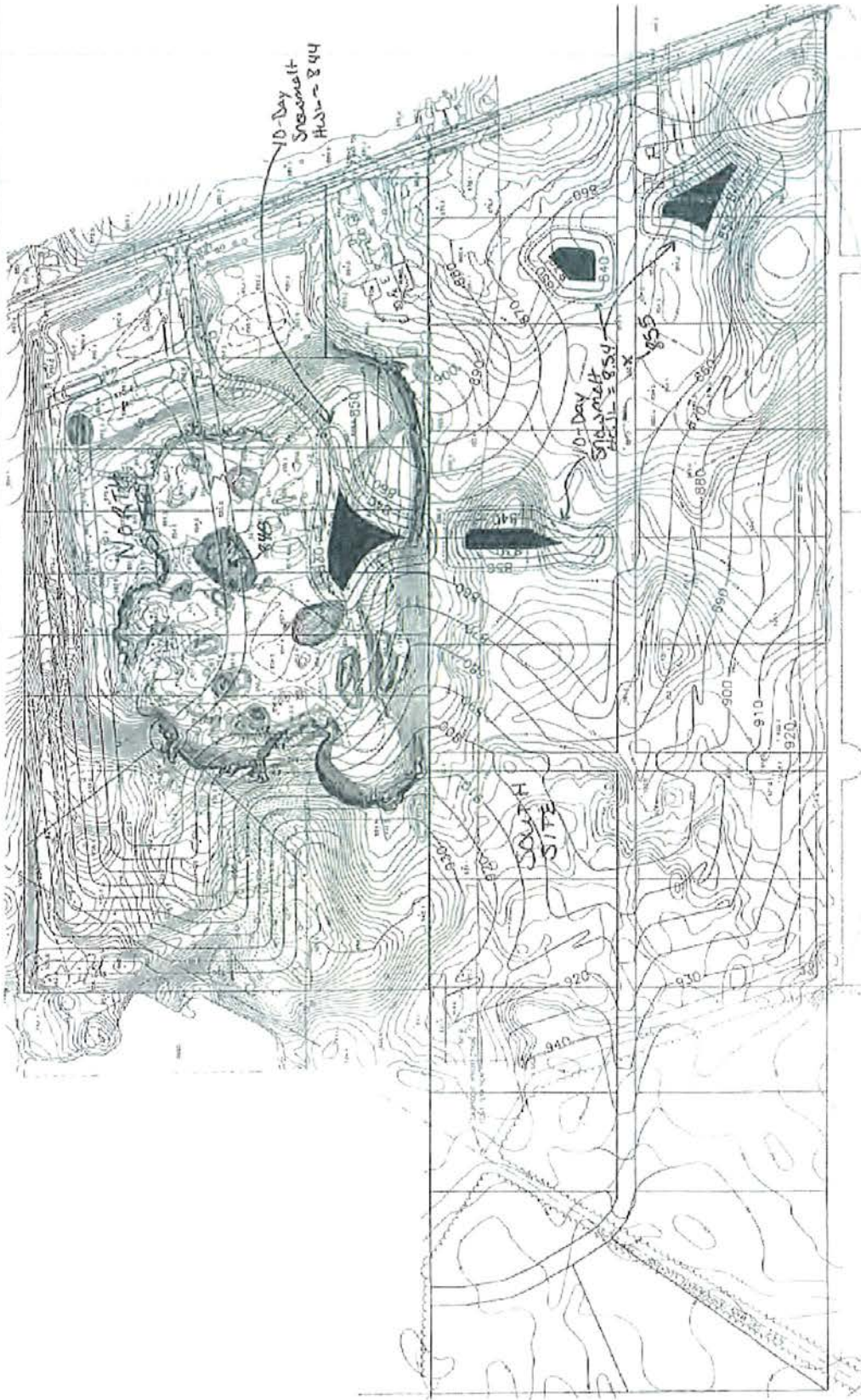
* Approximate elevation of ponds at
Springtime snowmelt (see following graph)

Node - North Pond



Node - South Pond





DATE	DESIGN	BITUMINOUS ROADWAYS, INC.
		AND GROUND HEIGHTS CANAL
		STUDIOS ENGINEERING, INC.
		100 W. 4th Street, Suite 200
		St. Louis, MO 63101
		POND SCHEMATIC
		P-1

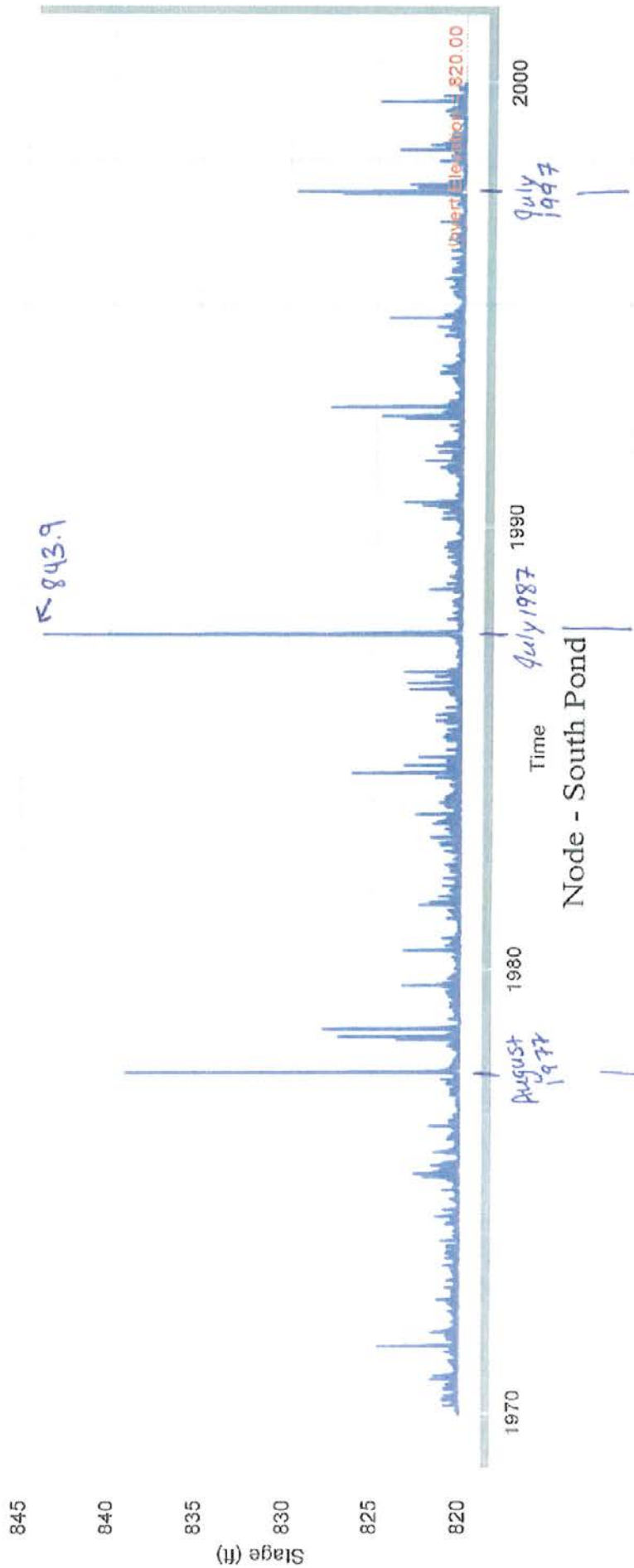


(8) Results

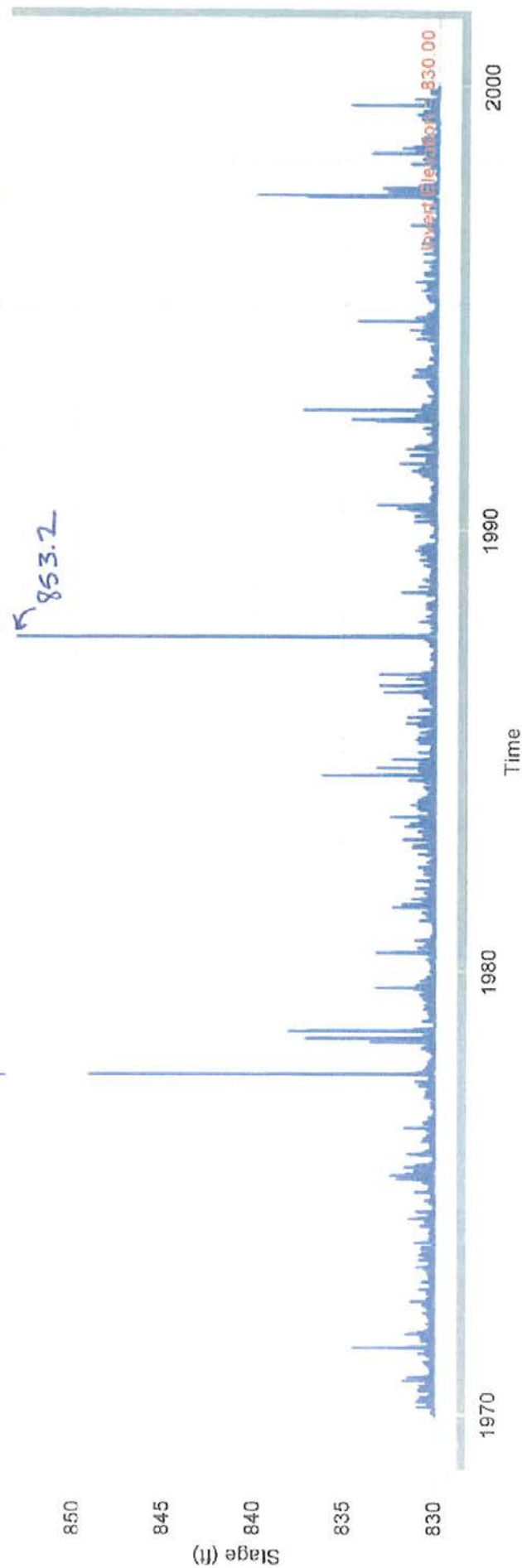
	HWL (Aug. 1977)	HWL (July 1987)	HWL (July 1997)	10-Day Snowmelt	Low Point in Street
North Pond	839 ±	843.9	829.5 ±	844 ±	848
South Pond	848.5 ±	853.2	840 ±	854 ±	855

See BH2.01 for XP-SWMM output (attachment 'C'),

Node - North Pond



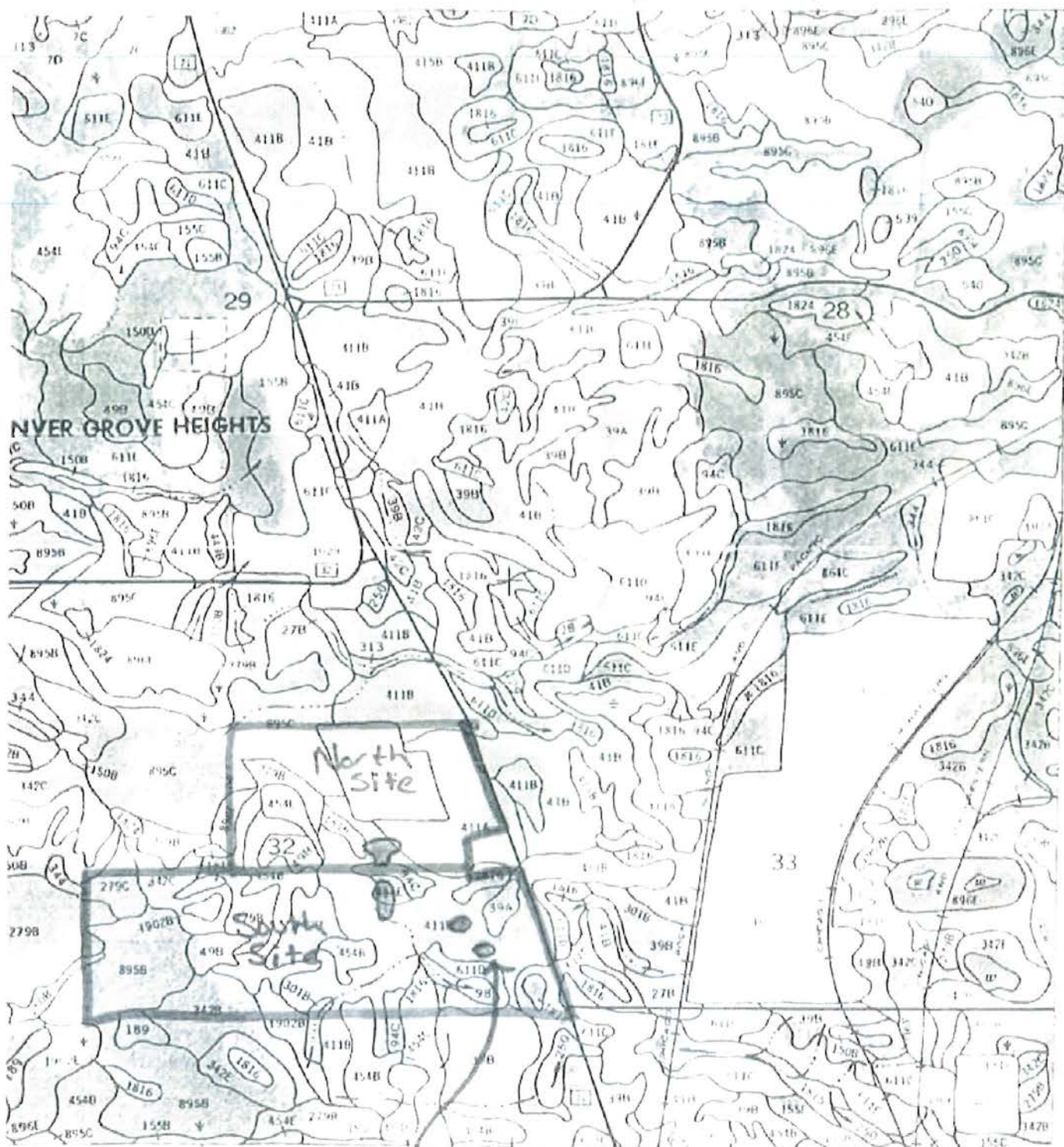
Node - South Pond



A

17

11



Approximate
Location of
proposed ponds

TABLE 15.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Soil name and map symbol	Depth	Clay	Moist bulk density g/cm ³	Permeability in/hr	Available water capacity in/in	Soil reaction pH	Shrink-swell potential	Erosion factors		Wind erodibility group	Organic matter Pct
								K	T		
378----- Maxfield	0-21	30-35	1.35-1.40	0.6-2.0	0.21-0.23	6.6-7.3	High-----	0.24	5	6	6-7
	21-27	25-34	1.40-1.50	0.6-2.0	0.18-0.20	6.1-7.3	High-----	0.32			
	27-60	20-26	1.65-1.85	0.6-2.0	0.17-0.19	6.1-7.8	Low-----	0.32			
382B----- Blooming	0-9	18-27	1.30-1.45	0.6-2.0	0.24-0.30	5.6-6.5	Moderate-----	0.32	5	6	2-4
	9-21	24-32	1.35-1.50	0.6-2.0	0.18-0.22	5.6-6.5	Moderate-----	0.32			
	21-48	20-30	1.50-1.65	0.6-2.0	0.16-0.19	5.1-7.3	Moderate-----	0.32			
	48-60	18-27	1.50-1.75	0.6-2.0	0.17-0.19	6.6-7.8	Low-----	0.32			
408----- Faxon	0-28	28-35	1.20-1.40	0.6-2.0	0.17-0.22	6.6-7.8	Moderate-----	0.28	4	6	5-15
	28-37	18-30	1.40-1.60	0.6-2.0	0.12-0.19	6.6-7.8	Moderate-----	0.28			
	37	---	---	---	---	---	---	---			
409B, 409C----- Etter	0-7	8-15	1.30-1.50	2.0-6.0	0.16-0.18	5.6-7.3	Low-----	0.20	4	3	1-2
	7-21	10-18	1.35-1.55	0.6-2.0	0.17-0.19	5.1-6.5	Low-----	0.20			
	21-60	1-5	1.50-1.70	6.0-20	0.05-0.07	5.1-6.0	Low-----	0.15			
411A, 411B, 411C----- Waukegan	0-13	18-27	1.35-1.55	0.6-2.0	0.22-0.24	5.6-7.3	Low-----	0.32	4	6	2-5
	13-28	18-27	1.35-1.55	0.6-2.0	0.20-0.22	5.1-7.3	Low-----	0.43			
	28-60	1-10	1.50-1.70	6.0-20	0.02-0.04	5.6-7.8	Low-----	0.10			
414----- Hamel	0-16	20-27	1.30-1.40	0.6-2.0	0.20-0.24	5.6-7.3	Low-----	0.28	5	6	5-7
	16-40	24-35	1.45-1.60	0.2-0.6	0.16-0.19	5.6-7.3	Moderate-----	0.28			
	40-60	20-30	1.55-1.75	0.6-2.0	0.14-0.18	7.4-7.8	Moderate-----	0.28			
415A, 415B, 415C----- Kanaranzl	0-9	18-32	1.30-1.45	0.6-2.0	0.20-0.22	5.6-7.3	Low-----	0.28	4	6	2-5
	9-19	18-32	1.35-1.50	0.6-2.0	0.17-0.22	5.6-7.8	Low-----	0.28			
	19-60	0-5	1.55-1.65	6.0-20	0.02-0.04	7.4-8.4	Low-----	0.10			
449B----- Crystal Lake	0-9	8-20	1.35-1.55	0.6-2.0	0.20-0.24	5.1-6.5	Low-----	0.37	5	5	2-4
	9-40	18-30	1.50-1.60	0.6-2.0	0.18-0.22	5.1-6.0	Moderate-----	0.37			
	40-60	8-20	1.45-1.55	0.6-2.0	0.20-0.22	5.1-7.3	Low-----	0.37			
454B, 454C, 454E----- Mahtomedi	0-5	2-15	1.40-1.60	6.0-20	0.10-0.12	5.1-6.5	Low-----	0.15	5	2	<1
	5-35	0-10	1.45-1.70	6.0-20	0.05-0.07	5.1-6.5	Low-----	0.10			
	35-60	0-10	1.45-1.75	6.0-20	0.04-0.09	5.1-7.8	Low-----	0.10			
463----- Minnetka	0-8	10-27	1.30-1.40	2.0-6.0	0.20-0.22	7.4-8.4	Low-----	0.28	5	5	2-5
	8-60	5-18	1.40-1.60	2.0-6.0	0.13-0.18	7.4-8.4	Low-----	0.28			
465----- Kalmarville	0-42	8-15	1.35-1.50	2.0-6.0	0.13-0.18	6.6-7.8	Low-----	0.20	5	3	2-4
	42-60	2-5	1.55-1.65	6.0-20	0.06-0.09	6.6-7.8	Low-----	0.10			
495----- Zumbro	0-18	5-18	1.35-1.45	2.0-6.0	0.13-0.16	5.6-7.8	Low-----	0.17	5	3	2-4
	18-56	2-10	1.45-1.55	6.0-20	0.10-0.12	5.6-7.8	Low-----	0.17			
	56-60	0-10	1.45-1.60	6.0-20	0.05-0.12	6.1-7.8	Low-----	0.17			
522----- Boots	0-5	---	0.16-0.45	0.2-6.0	0.35-0.45	6.6-7.8	---	---	3	60-80	
	5-60	---	0.16-0.28	0.6-6.0	0.35-0.45	6.6-7.8	---	---			
539----- Palms	0-45	---	0.25-0.45	0.2-6.0	0.35-0.45	5.1-7.8	---	---	2	3	>75
	45-60	7-35	1.45-1.75	0.2-2.0	0.14-0.22	6.1-8.4	Low-----	---			
540----- Seelyeville	0-60	---	0.10-0.25	0.2-6.0	0.35-0.45	5.6-7.3	---	---	3	>25	
545----- Rondeau	0-45	0-10	0.10-0.25	0.2-6.0	0.35-0.48	5.1-7.8	---	---	2	>25	
	45-60	5-15	0.05-0.20	<0.2	0.20-0.22	7.4-7.8	---	---			
611C, 611D----- Hawick	0-11	5-15	1.35-1.55	2.0-6.0	0.13-0.15	6.1-7.8	Low-----	0.17	3	3	1-4
	11-21	1-10	1.50-1.65	>6.0	0.03-0.10	6.1-7.8	Low-----	0.17			
	21-60	1-5	1.55-1.65	>20	0.02-0.06	7.4-8.4	Low-----	0.10			
611E, 611F----- Hawick	0-9	2-10	1.40-1.60	6.0-20	0.10-0.12	6.1-7.8	Low-----	0.17	3	2	1-3
	9-21	1-10	1.50-1.65	>6.0	0.03-0.10	6.1-7.8	Low-----	0.17			
	21-60	1-5	1.55-1.65	>20	0.02-0.06	7.4-8.4	Low-----	0.10			

SOIL LEGEND

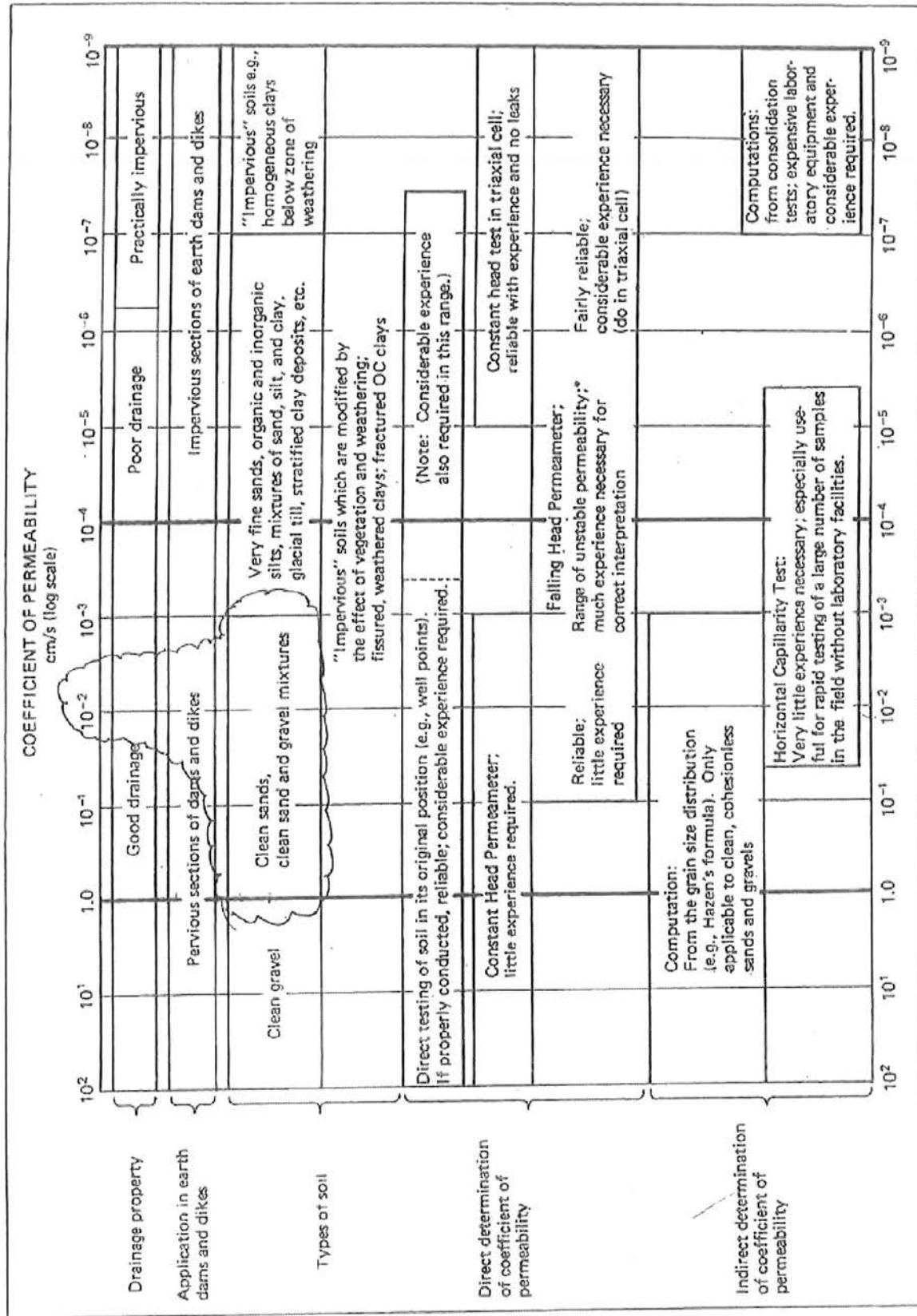
The symbols consist of numbers or a combination of numbers and a letter. The first numbers represent the kind of soil. A capital letter following these numbers indicates the class of slope. Symbols without a slope letter are for nearly level soils or miscellaneous areas. A final number of 2 following the slope letter indicates that the soil is eroded.

SYMBOL	NAME	SYMBOL	NAME
25	Ostander loam, 1 to 5 percent slopes	329C2	Fallula silt loam, 6 to 12 percent slopes, eroded
2C	Ostander loam, 4 to 12 percent slopes	347B	Kingsley sandy loam, 3 to 8 percent slopes
7A	Hubbard loamy sand, 0 to 1 percent slopes	347C	Kingsley sandy loam, 8 to 15 percent slopes
7B	Hubbard loamy sand, 1 to 5 percent slopes	347E	Kingsley sandy loam, 15 to 25 percent slopes
7C	Hubbard loamy sand, 5 to 12 percent slopes	347F	Kingsley sandy loam, 25 to 40 percent slopes
7D	Hubbard loamy sand, 12 to 18 percent slopes	3A	Quartz silt loam
8A	Sparks loamy fine sand, 0 to 1 percent slopes	377B	Newton silt loam, 1 to 6 percent slopes
8B	Sparks loamy fine sand, 1 to 6 percent slopes	37I	Nashfield silty clay loam
12C	Emmet very gravelly sandy loam, 3 to 15 percent slopes	387B	Bloomington silt loam, 1 to 6 percent slopes
27A	Dickinson sandy loam, 0 to 2 percent slopes	40I	Faxon silty clay loam
27B	Dickinson sandy loam, 2 to 6 percent slopes	405B	Etter fine sandy loam, 2 to 6 percent slopes
28A	Wadena loam, 0 to 2 percent slopes	426C	Etter fine sandy loam, 5 to 12 percent slopes
28B	Wadena loam, 2 to 6 percent slopes	41JA	Waukegan silt loam, 0 to 1 percent slopes
29B2	Wadena loam, 2 to 6 percent slopes, eroded	41B	Waukegan silt loam, 1 to 6 percent slopes
29C	Wadena loam, 5 to 12 percent slopes	41C	Waukegan silt loam, 6 to 12 percent slopes
29C2	Wadena loam, 5 to 12 percent slopes, eroded	41A	Kamel silt loam
35B	Wadena loam, 12 to 18 percent slopes	415A	Kanarangi loam, 0 to 2 percent slopes
41A	Estherville sandy loam, 0 to 2 percent slopes	415B	Kanarangi loam, 2 to 6 percent slopes
41B	Estherville sandy loam, 2 to 6 percent slopes	415C	Kanarangi loam, 6 to 12 percent slopes
42C	Selkirk gravelly coarse sandy loam, 2 to 12 percent slopes	445B	Crystal Lake silt loam, 1 to 8 percent slopes
45B	Anjala silt loam, 1 to 6 percent slopes	454B	Mahomedani loamy sand, 2 to 8 percent slopes
41B	Boone loamy fine sand, 2 to 6 percent slopes	454C	Mahomedani loamy sand, 8 to 15 percent slopes
41C	Boone loamy fine sand, 6 to 12 percent slopes	454E	Mahomedani loamy sand, 15 to 25 percent slopes
41F	Boone loamy fine sand, 12 to 18 percent slopes	46I	Minnetonka loam, occasionally flooded
94C	Levee loam, 4 to 12 percent slopes	46I	Kalmusville sandy loam, frequently flooded
98	Cody silt loam, occasionally flooded	47I	Zumbro fine sandy loam
100A	Copeland loam, 0 to 2 percent slopes	51I	Boys muck
100B	Copeland loam, 2 to 6 percent slopes	51J	Palms muck
100C	Copeland loam, 5 to 12 percent slopes	51Q	Seelyville muck
105B	Levee loam, 2 to 6 percent slopes	54I	Roadside muck
105C	Levee loam, 6 to 12 percent slopes	611C	Hawick coarse sandy loam, 6 to 12 percent slopes
105C2	Levee loam, 6 to 12 percent slopes, eroded	611D	Hawick coarse sandy loam, 12 to 18 percent slopes
106B2	Levee loam, 12 to 18 percent slopes, eroded	611E	Hawick loamy sand, 18 to 25 percent slopes
169	Corbua silty clay loam	611F	Hawick loamy sand, 25 to 50 percent slopes
113	Webster clay loam	657A	Urban land-Nauvoo complex, 3 to 8 percent slopes
114	Gleason silty clay loam	657B	Urban land-Nauvoo complex, 1 to 6 percent slopes
12I	Cylinder loam	658C	Urban land-Chetek complex, 1 to 15 percent slopes
150B	Spencer silt loam, 2 to 6 percent slopes	660C	Urban land-Levee complex, 3 to 15 percent slopes
151C	Burkhardt sandy loam, 5 to 12 percent slopes	661C	Urban land-Kingsley complex, 3 to 15 percent slopes
151D	Burkhardt sandy loam, 12 to 18 percent slopes	661E	Urban land-Kingsley complex, 15 to 25 percent slopes
155B	Chetek sandy loam, 3 to 8 percent slopes	665B	Urban land-Hubbard complex, 0 to 6 percent slopes
155C	Chetek sandy loam, 8 to 15 percent slopes	666I	Brooks-Rock subarea complex, 8 to 45 percent slopes
155E	Chetek sandy loam, 15 to 25 percent slopes	688B	Kingsley-Levee complex, 2 to 6 percent slopes
173F	Frontenac loam, 25 to 40 percent slopes	688C	Kingsley-Levee complex, 6 to 12 percent slopes
17G	Graham silty clay loam	688D	Kingsley-Levee complex, 12 to 18 percent slopes
172A	Gotham loamy fine sand, 0 to 2 percent slopes	689B	Wadena-Hawick complex, 2 to 6 percent slopes
177B	Gotham loamy fine sand, 2 to 6 percent slopes	689C	Wadena-Hawick complex, 6 to 12 percent slopes
177C	Gotham loamy fine sand, 6 to 12 percent slopes	689D	Wadena-Hawick complex, 12 to 18 percent slopes
189	Autumnate silt loam	695B	Kingsley-Mahomedani-Spencer complex, 3 to 8 percent slopes
203B	Jay silt loam, 1 to 5 percent slopes	695C	Kingsley-Mahomedani-Spencer complex, 8 to 15 percent slopes
208	Kata silty clay loam	696A	Kingsley-Mahomedani complex, 15 to 25 percent slopes
213B	Kingsley silt loam, 1 to 5 percent slopes	696B	Kingsley-Mahomedani complex, 25 to 40 percent slopes
22A	Lawson silt loam	696C2	Timula-Bold silt loam, 5 to 12 percent slopes, eroded
239	Le Sueur loam	696D2	Fallula-Bold silt loam, 12 to 18 percent slopes, eroded
259	Kennecott silt loam	696E2	Timula-Bold silt loam, 18 to 25 percent slopes, eroded
2510	Madison loam, 12 to 18 percent slopes	696I	Pills quarry
2511	Madison loam, 18 to 25 percent slopes	107I	Udorthens, wet
252	Marshall silty clay loam	107J	Pills, gravel
253	Marcech silty clay loam	107K	Urban land
255	Major silt loam	105I	Aquella and Hartsell, ponded
279B	Otterholt silt loam, 3 to 6 percent slopes	107I	Udorthens, moderately shallow
279C	Otterholt silt loam, 6 to 15 percent slopes	181B	Zumbro loamy fine sand
283A	Plainfield loamy sand, 0 to 2 percent slopes	181C	Kennecott-Kennecott silt loam
283B	Plainfield loamy sand, 2 to 6 percent slopes	182I	Algonquin sandy loam, occasionally flooded
283C	Plainfield loamy sand, 6 to 18 percent slopes	182A	Quam silt loam, ponded
285A	Port Byron silt loam, 0 to 2 percent slopes	1825C	Seelyville muck, sloping
285B	Port Byron silt loam, 2 to 6 percent slopes	1827A	Waukegan silt loam, bedrock substratum, 0 to 2 percent slopes
285C	Port Byron silt loam, 6 to 12 percent slopes	1827B	Waukegan silt loam, bedrock substratum, 2 to 6 percent slopes
299A	Rockton loam, 0 to 2 percent slopes	1827C	Waukegan silt loam, bedrock substratum, 6 to 12 percent slopes
299B	Rockton loam, 2 to 6 percent slopes	184B	Sparks loamy sand, bedrock substratum, 2 to 8 percent slopes
299C	Rockton loam, 6 to 12 percent slopes	184D	Winnipeg loam, 2 to 6 percent slopes
301B	Lindholm silt loam, 1 to 4 percent slopes	185D	Gami loam, 2 to 8 percent slopes
311	Spillville loam, occasionally flooded	185E	Ostander-Gami loam, 2 to 6 percent slopes
317	Ostawa silty clay loam	186F	Etter-Brooks complex, 25 to 60 percent slopes
318	Playa loam, wet	186G	Levee silt loam, 1 to 6 percent slopes
320B	Fallula silt loam, 2 to 6 percent slopes		

Exhibit A-1, continued: Hydrologic soil groups for United States soils

WARN SPRINGS, C	WAUPECAN	B	WELD	C	WETTERHORN	C	WIDBAUX	B
DRAINED, ALCAL	WAUQUIE	B	WELDA	C	WETZEL	D	WICHITA	C
WARN SPRINGS, C	MAURICA	D	WELLER	C	WEVERTON	B	WICHUP	D
DRAINED	WAUSEON	B/D	WELLINGTON	D	WEWELA	B	WICKAHONEY	D
WARN SPRINGS, COOL	MAUTOHA	B/D	WELLMAN	B	WEWOKA	C	WICKENBURG	D
WARNAN	WAVELAND	B/D	WELLS	B	WEYERS	C/D	WICKERSHAW	D
WARNAN, GRAVELLY	WAVELAND,	D	WELLSBORO	C	WEYDOUTH	B	WICKETT	C
SUBSOIL	DEPRESSIONAL		WELLS CREEK	B	WHAKANA	B	WICKHAM	B
WARNEKE	WAYERLY	B/D	WELLSSED	C	WHALAN	B	WICKTUP	C
WARNERS	WANASSEE	B	WELLSTON	B	WHALEY	D	WICKSBURG	B
WARNOCK	WANINA	A	WELLSVILLE	B	WHARTON	C	WICUP	C
WARRENTON	WAX	C	WELLTON	B	WHATCOM	C	WIDEMAN	A
WARSAW	WAXPODL	D	WELDY	C	WHATELY	D	WIDEN	C
WARISING	WAXAH	B	WELRING	D	WHEATLEY	A/D	WIDTSOE	B
WARWICK	WAYBE	D	WELSUM	D	WHEATRIDGE	B	WIEHL	C
WASA	WAYCUP	D	WELTER	B	WHEATVILLE	B	WIELAND	C
WASATCH	WAYDEN	D	WEMPLE	B	WHEELER	B	WIERGATE	D
WASCO	WAYLAND	C/D	WENAS	D	WHEELERVILLE	B	WIFFO	B
WASDA	WAYHOR	B	WENAS, DRAINED	C	WHEELING	B	WIGGLER	D
WASEPT	WAYNECO	D	WENATCHEE	C	WHEELON	D	WIGGLETON	B
WASHBURN	WAYNESBURG	B	WENDANE	C	WHETROCK	C	WIGTON	A
WASHINGTON	WAYNETOWN	C	WENDANE, DRAINED	B	WHETSTONE	C	WILAH	B
WASHINGTON, WET	WEA	B	WENDOVER	B	WHICHMAN	B	WILBANKS	D
SUBSTRATUM	WEASH	C	WENDT	D	WHIDREY	C	WILBRAHAM	C
WASHOE	WEATHERFORD	B	WENONA	C	WHILPHANG	D	WILBUR	B
WASHDUGAL	WEAVER	C	WENTWORTH	D	WHIPPANY	C	WILBURTON	B
WASHITENAW	WEAVERVILLE	C/D	WEDGUFKA	C	WHIPPLE	D	WILCO	C
WASILLA	WEBB	D	WEDD	C	WHIPSTOCK	C	WILCOX	D
WASIOJA	WEBBRIDGE	B	WERELD	B	WHIRLO	B	WILCOXSON	C
WASKISH	WEBBTOWN	C	WERLOG	C	WHISKEYDICK	C	WILDALE	C
WASKOP	WEBER	B	WERNER	D	WHISPERING	C	WILDCAT	D
WASPO	WEBILE	C	WERNOCK	B	WHISTLE	D	WILDERNESS	C
WASSAIC	WEBSTER	B/D	WESCONNETT	D	WHIT	B	WILDOGEN	B
WASSIT	VEDEKIND	D	WESDY	C	WHITAKER	C	WILDHORSE	A
WATAB	WEDERTZ	B	WESFIL	D	WHITE HOUSE	C	WILDOORS	C
WATAMA	WEDGE	A	WESIX	D	WHITE STORE	D	WILWOOD	D
WATAUGA	WEDLAR	C	WESKA	D	WHITE SWAN	D	WILE	C
WATCHABOB	WEDOWEE	B	WESLEY	B	WHITCAP	B	WILEY	B
WATCHAUG	WEED	B	WESO	B	WHITCLOUD	D	WILHITE	C/D
WATCHUNG	WEEDING	D	WESPAC	D	WHITCOM	B	WILHOIT	B
WATERBURY	WEEDMARK	B	WESPAC, SANDY	C	WHITCROSS	D	WILKES	C
WATERCANYON	WEEKIMACHEE	D	SUBSTRATUM		WHITFISH	B	WILKESON	B
WATEREE	WEEKS	C	WESSEL	D	WHITFORD	B	WILKINS	D
WATERMAN	WEEKSVILLE	B/D	WESTBROOK	C	WHITFALL	B	WILL	B/D
WATERTOWN	WENA	D	WESTBURY	C	WHITFILLS	C	WILLABY	C
WATERVILLE	WEEPAN	C	WESTBUTTE	C	WHITFERN	D	WILLACY	D
WATKINS	WESATCHE	B	WESTCAMP	C	WHITFERN	B	WILLAKENZIE	C
WATKINS RIDGE	WEGA	B	WESTCREEK	B	WHITFERN	B	WILLANAR	B
WATO	WEHADKEE	D	WESTE	C	WHITELAKE	B	WILLAMETTE	B
WATONGA	WEIGANG	C	WESTERYVILLE	B	WHITENAN	D	WILLAMETTE, WET	C
WATODPAH	WEIGLE	D	WESTFORK	D	WHITEPEAK	D	WILLANCH	D
WATROUS	WEIKERT	C/D	WESTHAVEN	B	WHITERIVER	C	WILLAPA	C
WATSEKA	WEIMER	D	WESTHAVEN,	C	WHITEROCK	D	WILLARD	B
WATSON	WEINDACH	C	SALINE-ALKALI		WHITESBORO	C	WILLETTT	A/D
WATSONIA	WEINGART	D	WESTINDIAN	C	WHITESBURG	C	WILLHILL	C
WATSONVILLE	WEINGARTEN	C	WESTLAKE	D	WHITESON	D	WILLHO	D
WATT	WEIR	D	WESTLAND	B/D	WHITESTONE	B	WILLIAMS	B
WATTON	WEIRMAN	C	WESTMORE	C	WHITETHORN	D	WILLIAMSBURG	D
WATUSI	WEIRMAN, WET	D	WESTHORELAND	B	WHITETWATER	D	WILLIAMSON	C
WAUBAY	WEIRMAN,	A	WESTON	D	WHITETWOLF	A	WILLIAMSPORT	C
WAUBEEK	NONFLOODED		WESTOVER	B	WHITETWOOD	C/D	WILLIAMSTOWN	C
WAUBERG	WEISBURG	C	WESTPHALIA	B	WHITETWOOD,	B/D	WILLIAMSVILLE	C
WAUBONISIE	WEISER	B	WESTPLAIN	D	NONFLOODED		WILLIAM	B/D
WAUCEDAH	WEISHAUP	D	WESTPORT	A	WHITETWRIGHT	C	WILLIS	C
WAUCHULA	WEISSENFELS	C	WESTPORT, THIN	B	WHITING	B	WILLISION	C
WAUCHULA,	WEITAS	B	SURFACE		WHITINGER	C	WILLOW CREEK	B
DEPRESSIONAL	WEITCHPEC	C	WESTSHORE	D	WHITLEY	B	WILLOWDALE	B
WAUCOBA	WEKODA	D	WESTVACD	C	WHITLOCK	B	WILLOWEMDC	C
WAUCOHA	WELAKA	A	WESTVIEW	B	WHITMAN	D	WILLOWHAN	B
WAUCONDA	WELBY	B	WESTVILLE	D	WHITNEY	C	WILLOWS	D
WAUKEE	WELCH	D	WESTWEG	D	WHITORE	B	WILLWOOD	A
WAUKEGAN	WELCH, GRAVELLY	B	WESWIND	C	WHITSOL	B	WILMA	B
WAUKENA	SUBSTRATUM,	D	WESWOOD	B	WHITSON	D	WILMER	C
WAUKON	DRAINED		WETA	D	WHITTIER	B	WILMINGTON	D
WAULD	WELCH, RARELY	B	WETHERSFIELD	C	WHITWELL	C	WILMONT	D
WAUMAC	FLOODED, DRAINED		WETHEY	C	WHOBREY	C	WILMONTON	B
WAUMDEK	WELCH, DRAINED	C	WETHEY, DRAINED	A	WHOLAN	B	WILPAR	C
WAUNA	WELCHLAND	C	WETHORE	D	WHORLED	C	WILPOINT	D
WAUPACA	WELCOME	D	WETSAM	C	WHY	B	WILSHIRE	A

NOTES: TWO HYDROLOGIC SOIL GROUPS SUCH AS B/C INDICATES THE DRAINED/UNDRAINED SITUATION.
MODIFIERS SHOWN, E.G., BEDROCK SUBSTRATUM, REFER TO A SPECIFIC SOIL SERIES PHASE FOUND IN SOIL MAP LEGEND.



*Due to migration of fines, channels, and air in voids.

Fig. 7.6 Permeability, drainage, soil type, and methods to determine the coefficient of permeability (after A. Casagrande, 1938, with minor additions).

The different clay minerals significantly affect the permeability of the clay as emphasized by Grim (p. 240, 1962). Clay tends to fill the voids between grains of silt, sand, and gravel, and there is definite correlation between clay mineral composition and the order of magnitude of permeability.

Grim (p. 241, 1962) cites a table by Endell *et al* giving permeability K in cm/min at 65 kg/sq. cm for various mixtures of sand and clay minerals, including pure clay. Comparisons from the cited table are pertinent to the analysis shown in table 3. It is noted that quartz sand, mica, kaolinite, and ca-montmorillonite have a permeability (K) value of 1×10^{-3} , 4.9×10^{-4} , 3.0×10^{-5} and 2.0×10^{-7} , respectively.

Na-montmorillonite is impermeable. It should be explained that the X-ray method used in obtaining the analyses given in table 3 gives the dominant montmorillonite, but some Na-montmorillonite is doubtless present, as is common where ion-exchange is involved. The presence of much montmorillonite in the clays of the bottom sediments of ponds and lakes in Minnesota is important in reducing permeability.

Organic matter in the bottom sediments has been briefly noted above, but further description is desirable. The muck (and clay-silt sediment below) ranges in color from black to light gray both in bulk and under the microscope. When organic matter is abundant, its appearance under the microscope in plain polarized light ranged from black to brown to tan, depending primarily on its abundance and particle size. The prevailing characteristic of this material is that the organic matter, clay minerals, and silt particles from aggregates in which the grains of silt,

mainly quartz, are clearly enclosed in aggregates. Just what effect, if any, the aggregates have on the grain size determinations in the laboratory process remains to be determined. It seems possible that aggregation or flocculation of the organic matter and fine particles makes the sediment more impervious.

Table 4. Comparison of evaporation and precipitation

	70% of Pan Evaporation (in inches) Farmington	Precipitation (in inches) Minneapolis	Excess or Deficiency Evaporation (in inches)
1962.....	25.47 (May-October only)	28.83	-3.46
1963.....	27.40 (May-September only)	19.57	+7.83
1964.....	29.90 (May-September only)	25.97	+3.93

Precipitation and Evaporation

That precipitation and evaporation are by far the most important factors in determining water levels in isolated bodies of water is verified by the results of the present studies. Since Minnesota has a continental climate, the weather is subject to wide fluctuations, not only throughout the year but from year to year and the effects of this are shown in the levels of the ponds and lakes included in this investigation.

It was not practical to establish rain gages at the 41 locations investigated. Instead it was necessary to use the climatological data of the Weather Bureau, U. S. Department of Commerce. Fortunately several of the sites for regular observations of precipitation were reasonably

Table 5. Precipitation in 1962 at selected locations. U.S. Weather Bureau records. (Precipitation in inches.)

	Minneapolis		Forest Lake		St. Peter		Redwood Falls		Willmar		Morris		Little Falls
Jan.	.55	— .15	.34		.25	— .60	.41	— .13	.65	.07	.51	— .06	.55
Feb.	2.07	1.29	1.18		1.82	.94	1.26	.94	1.75	1.09	1.55	.87	1.22
March	1.87	.34	1.73		1.45	— .17	1.02	— .36	1.06	— .10	.79	— .35	.86
April	1.32	— .54	.98		1.22	— .94	1.79	— .18	1.60	— .44	1.60	— .69	1.00
May	8.03	4.84	5.73		6.79	3.16	4.05	.78	5.61	2.39	6.43	3.47	7.18
June	1.48	— 2.52	3.00		2.15	— 3.19	3.64	— .64	2.84	1.64	3.89	— .05	2.37
July	5.12	1.85	4.63		7.24	4.05	8.27	5.43	5.82	3.01	9.09	5.91	7.93
August	3.47	.29	5.90		4.19	.41	3.62	.41	1.77	1.83	1.76	1.27	3.08
Sept.	2.46	.03	2.85		.164	— 1.12	2.06	— .09	3.58	.91	3.93	2.04	2.69
October	1.69	.10	1.49		1.40	— .15	2.80	1.44	1.44	.09	.51	— .94	.65
Nov.	.52	— .98	.63		.23	— 1.31	.31	— .87	.66	— .49	.46	— .55	.47
Dec.	.26	— .60	.25		.12	.31	.17	— .47	.09	— .48	.07	— .54	.10
TOTAL	28.83	4.05	28.71		38.50	.34	28.40	5.81	26.87	2.400	30.42	7.84	28.08

EVAPORATION

	Farmington	Stewart
May	7.85	6.89
June	7.76	7.05
July	5.59	6.02
Aug.	7.38	7.26
Sept.	4.55	4.29
Oct.	3.25	3.57
Total	36.38	35.08

Minus sign indicates below normal.

Table 6. Precipitation and class A pan evaporation for 1963 at selected locations

	Minneapolis		Forest Lake		St. Peter		Redwood Falls		Willmar		Morris		Little Falls
Jan.	.46	— .24	.18	.34	— .52	.62	+ .08	.59	+ .01	.34	— .23	.23	
Feb.	.41	— .37	.20	.39	— .49	.60	— .17	.34	— .32	.68	+ .02	.48	
March	1.18	— .35	1.04	1.07	— .55	.88	— .50	2.03	+87.00	1.73	+ .59	1.11	
April	2.07	+ .22	1.91	2.29	+ .07	2.62	+ .44	4.84	+2.80	2.70	+ .56	3.44	
May	5.06	+1.87	4.10	2.88	— .75	5.68	+2.41	5.38	+2.16	3.16	+ .20	5.04	
June	1.91	— 2.09	2.94	4.92	+ .35	3.39	— .89	5.46	+ .98	4.33	+ .39	3.08	
July	1.53	— 1.74	3.35	6.36	+3.17	8.52	+5.68	3.05	+ .24	4.41	+1.23	4.02	
Aug.	1.55	— 1.63	1.91	2.67	— 1.12	3.48	+ .27	2.78	— .82	3.00	+ .03	4.35	
Sept.	3.46	+1.04	3.15	2.56	— .19	3.72	1.57	5.36	+2.59	2.56	+ .67	2.25	
Oct.	.81	— .78	.38	1.85	+ .30	1.44	.08	2.49	+ .96	2.22	+ .77	1.51	
Nov.	.52	— .88	.49	.29	— 1.31	.29	— .89	.45	— .70	.53	— .48	.99	
Dec.	.60	— .26	.77	.36	— .57	.24	— .40	1.09	+ .52	.63	+ .02	1.26	
TOTAL	19.21	— 5.21	20.42	25.86	— 2.30	31.27	+ 4.38	33.86	+ 9.39	26.29	+ 3.71	27.76	

Class A Pan Evaporation

	Farmington	Stewart
May	7.29	7.30
June	10.11	9.74
July	8.68	7.91
Aug.	7.60	6.49
Sept.	5.46	4.81
Total	39.14	36.25

Table 7. Precipitation and class A pan evaporation for 1964 at selected locations, U.S. Weather Bureau records (Precipitation in inches)

	Minneapolis		Forest Lake		St. Peter		Redwood Falls		Willmar		Morris		Little Falls
.....	.67	— .23	.65	.14	— .71	.25	— .29	.24	— .34	1.21	— .34	.19	
.....	.06	— .72	.02	Tr	— .88	.08	— .69	.20	— .46	.17	— .49	Tr	
.....	1.35	— .18	.98	.95	— .67	.88	— .50	1.64	+ .41	1.39	+ .25	1.27	
.....	2.98	+ 1.13	3.63	3.34	+ 1.15	2.84	— .87	4.02	+ 1.98	3.64	+ 1.50	2.52	
.....	3.44	+ .25	4.13	4.46	+ .83	2.89	— .38	2.28	— .94	.28	— 2.68	1.88	
.....	2.18	— 1.82	1.61	2.05	— 3.23	1.30	— 2.98	2.49	— 1.99	2.75	— 1.19	2.35	
.....	2.02	— 1.25	1.44	3.63	+ .44	1.71	— 1.13	2.35	— .46	2.21	— .97	3.91	
.....	5.42	2.24	4.70	6.90	+ 3.12	3.61	.40	6.68	+ 3.08	6.01	+ 2.98	7.83	
.....	5.21	2.78	3.40	5.80	+ 3.05	2.81	— .66	1.98	— .69	1.53	— .36	2.69	
.....	.57	— 1.02	.49	.37	— 1.18	.49	— .87	.02	— 1.51	.06	— 1.39	.23	
.....	1.19	— .21	1.14	1.36	— .18	.30	— .88	.74	— .41	.35	— .66	1.05	
.....	1.08	+ .22	1.53	.86	— .07	.37	— .27	.57	.00	.29	— .32	.44	
.....	25.97	+ 1.19	23.16	29.86	+ 1.70	17.53	— 6.06	23.14	— 1.33	18.89	— 3.67	24.36	

Class A Pan Evaporation

	Farmington	Waseca
May	9.29	8.24
June	10.11	8.46
July	10.18	9.10
Aug.	8.36	6.92
Sept.	4.78	3.71
Total	42.72	37.61

Table 8. Examples of the rise in water level in spring 1965

Pothole No.	From	To	Rise Feet
B 1	12-31-1964	4-22-1965	4.24
In 1	12-31-1964	4-22-1965	7.06
In 2	12-31-1964	4-22-1965	3.87
In 3	12-31-1964	4-22-1965	5.69
In 4	12-31-1964	4-22-1965	8.31
In 5	12-31-1964	4-22-1965	8.23
In 7	12-31-1964	4-22-1965	7.92
LE 3	12-31-1964	4-29-1965	7.18
LE 4	1- 9-1965	4-22-1965	5.84
M 1	1- 9-1965	5- 4-1965	8.69
M 2	1- 5-1965	4-29-1965	5.66
M 3	1- 9-1965	4-29-1965	5.54
N 1	1-22-1965	5- 4-1965	11.46
S.P. 1	12-31-1964	5-27-1965	4.84
S.P. 2	12-31-1964	5-27-1965	5.76
S.P. 3	12-31-1964	5-27-1965	7.57

For above normal.
For below normal.

Stormwater Calculations: 2, 10, & 100-yr storms

(1) Existing Conditions

Drainage Area tributary to
existing on-site wetland

$$A_1 = 44.77 \text{ acres} = 0.06976 \text{ mi}^2$$

100% pervious $\sim$ CN = 61

Time of Concentration

1 $\times$ 300 Feet Sheet Flow

$$t_1 = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5} S^{0.4}} \quad \text{where: } n \approx 0.24$$
$$t_1 \approx 0.813 \text{ hrs} \quad \begin{array}{l} L = 300' \\ P_2 = 2.75 \\ S = 0.01 \end{array}$$

After Max. 300 Feet - Shallow Concentrated Flow

$$t_2 = \frac{L}{3600V} \quad \text{where: } L = 1720 \text{ ft}$$
$$V = 2.8 \text{ ft/sec}$$

$$t_2 \approx 0.17 \text{ hrs.}$$

$$t_c = t_1 + t_2 \approx 0.98 \text{ hrs}$$

MINNESOTA NORTHERN NATURAL GAS CO.
 FASSETMENT PER BOOK 103, DEEDS, PG. 374
 ASSIGNED TO NORTHERN GAS AND PIPE
 LINE CO. PER BOOK 24, M.P., PG. 500
 (BLANKET EASEMENT)





(2) Proposed Conditions

Drainage Area Tributary to existing
on-site wetland $A_2 = 63,050 \text{ sq ft} = 0.09861 \text{ mi}^2$
100% Pervious $\sim CN = 61$

Time of Concentration:

1st 300 ft Sheet Flow

$$t_1 = \frac{0.007 (nL)^{0.8}}{(P_2)^{0.5} S^{0.4}} \quad \text{where: } n = 0.24$$

$$L = 300'$$

$$P_2 = 2.75$$

$$S = 0.02$$

$$t_1 \approx 0.62 \text{ hrs}$$

After May 300 ft - Shallow Concentrated Flow

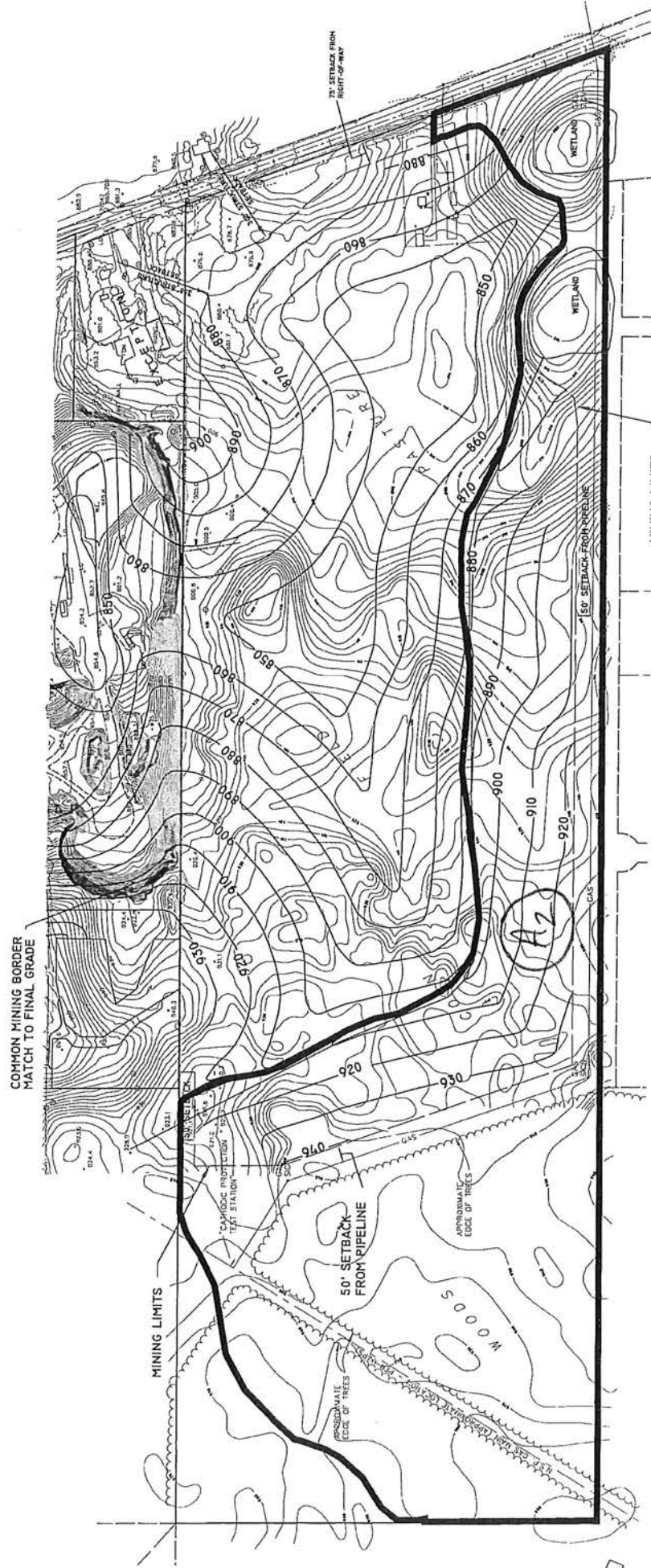
$$t_2 = \frac{L}{3600V} \quad \text{where: } L = 2840 \text{ ft}$$

$$V = 2.3 \text{ ft/sec}$$

$$t_2 \approx 0.34 \text{ hrs}$$

$$t_c \approx 0.62 + 0.34 = 0.96 \text{ hrs.}$$

Proposed Conditions Tributary Drainage Area Map





(3) TR-20 Results

Storm Event	Rainfall (in.)	Existing Conditions Peak Flow Rate (cfs)	Proposed Conditions Peak Flow Rate (cfs)
2-YR	2.75	3.53	5.04
10-YR	4.20	17.78	25.43
100-YR	5.90	42.91	61.38

*****80-80 LIST OF INPUT DATA FOR TR-20 HYDROLOGY*****

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JOB TR-20                FULLPRINT          SUMMARY
TITLE  Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
TITLE  (04/26/02)  2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT
6 RUNOFF 1 001          1 .06996          61.          0.98          1 1 1 1
  ENDATA
7 INCREM 6              0.05
7 COMPUT 7 001  001          2.75          1.0          2 2 01 01
  ENDCMP 1
7 INCREM 6              0.05
7 COMPUT 7 001  001          4.20          1.0          2 2 01 01
  ENDCMP 1
7 INCREM 6              0.05
7 COMPUT 7 001  001          5.90          1.0          2 2 01 01
  ENDCMP 1
  ENDJOB 2

```

0*****END OF 80-80 LIST*****

1

TR20 XEQ 04-26-02 09:50 Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
 REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 PASS 1
 PAGE 1

EXECUTIVE CONTROL OPERATION INCREM

+ MAIN TIME INCREMENT = .05 HOURS

RECORD ID

EXECUTIVE CONTROL OPERATION COMPUT

+ FROM XSECTION 1

RECORD ID

+

TO XSECTION 1
 STARTING TIME = .00 RAIN DEPTH = 2.75 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
 ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 1

OUTPUT HYDROGRAPH= 1

AREA= .07 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .98 HOURS
 INTERNAL HYDROGRAPH TIME INCREMENT= .0503 HOURS

PEAK TIME(HRS) PEAK DISCHARGE(CFS) PEAK ELEVATION(FEET)
 12.77 3.53 (RUNOFF)

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT = .05 HOURS	DRAINAGE AREA =	.07 SQ.MI.
11.50	DISCHG .00 .00 .00 .00	.00	.00	.00	.05
12.00	DISCHG .14 .26 .43 .65	.93	1.26	1.63	2.01
12.50	DISCHG 2.93 3.15 3.31 3.43	3.50	3.53	3.52	3.48
13.00	DISCHG 3.19 3.08 2.98 2.89	2.80	2.71	2.63	2.56
13.50	DISCHG 2.33 2.26 2.19 2.13	2.07	2.01	1.95	1.90
14.00	DISCHG 1.75 1.70 1.66 1.62	1.58	1.54	1.51	1.47
14.50	DISCHG 1.38 1.35 1.32 1.30	1.27	1.25	1.22	1.20

RUNOFF VOLUME ABOVE BASEFLOW = .14 WATERSHED INCHES, 6.10 CFS-HRS, .50 ACRE-FEET; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

+ COMPUTATIONS COMPLETED FOR PASS 1

RECORD ID

1

TR20 XEQ 04-26-02 09:50 Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
 REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 PASS 2
 PAGE 2

EXECUTIVE CONTROL OPERATION INCREM

+ MAIN TIME INCREMENT = .05 HOURS

RECORD ID

EXECUTIVE CONTROL OPERATION COMPUT

RECORD ID

+ FROM XSECTION 1 TO XSECTION 1
+ STARTING TIME = .00 RAIN DEPTH = 4.20 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 1

OUTPUT HYDROGRAPH= 1

AREA= .07 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .98 HOURS

INTERNAL HYDROGRAPH TIME INCREMENT= .0503 HOURS

PEAK TIME(HRS) PEAK DISCHARGE(CFS) PEAK ELEVATION(Feet)
12.62 17.78 (RUNOFF)

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT =	.05 HOURS	DRAINAGE AREA =	.07 SQ.MI.
11.50	DISCHG	.00 .00 .00 .01 .03 .07 .16 .35 .70				1.26
12.00	DISCHG	2.08 3.17 4.52 6.13 7.94 9.88 11.79 13.54 15.01				16.16
12.50	DISCHG	17.00 17.52 17.75 17.73 17.47 17.01 16.40 15.66 14.82				13.95
13.00	DISCHG	13.12 12.37 11.71 11.10 10.54 10.02 9.54 9.10 8.67				8.27
13.50	DISCHG	7.90 7.56 7.24 6.94 6.65 6.39 6.14 5.91 5.69				5.49
14.00	DISCHG	5.30 5.12 4.95 4.80 4.65 4.51 4.38 4.25 4.14				4.03
14.50	DISCHG	3.92 3.82 3.73 3.64 3.55 3.47 3.38 3.30 3.23				3.15

RUNOFF VOLUME ABOVE BASEFLOW = .56 WATERSHED INCHES, 25.41 CFS-HRS, 2.10 ACRE-Feet; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

RECORD ID

COMPUTATIONS COMPLETED FOR PASS 2

1

TR20 XEQ 04-26-02 09:50 Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 PASS 3
PAGE 3

EXECUTIVE CONTROL OPERATION INCREM

RECORD ID

MAIN TIME INCREMENT = .05 HOURS

EXECUTIVE CONTROL OPERATION COMPUT

RECORD ID

+ FROM XSECTION 1 TO XSECTION 1
+ STARTING TIME = .00 RAIN DEPTH = 5.90 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 1

OUTPUT HYDROGRAPH= 1

AREA= .07 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .98 HOURS

INTERNAL HYDROGRAPH TIME INCREMENT= .0503 HOURS

PEAK TIME(HRS) PEAK DISCHARGE(CFS) PEAK ELEVATION(Feet)
12.57 42.91 (RUNOFF)

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT =	.05 HOURS	DRAINAGE AREA =	.07 SQ.MI.
10.50	DISCHG	.00 .00 .00 .00 .00 .00 .00 .00 .00				.01
11.00	DISCHG	.01 .02 .03 .05 .07 .10 .14 .19 .25				.32
11.50	DISCHG	.41 .52 .68 .90 1.20 1.62 2.24 3.17 4.52				6.39
12.00	DISCHG	8.84 11.86 15.40 19.39 23.70 28.10 32.28 35.93 38.85				40.96
12.50	DISCHG	42.28 42.86 42.78 42.13 40.98 39.43 37.57 35.47 33.24				31.01
13.00	DISCHG	28.92 27.05 25.40 23.90 22.53 21.27 20.11 19.04 18.03				17.09
13.50	DISCHG	16.23 15.43 14.70 14.01 13.37 12.77 12.22 11.71 11.23				10.79
14.00	DISCHG	10.38 9.99 9.63 9.30 8.98 8.69 8.41 8.15 7.91				7.68
14.50	DISCHG	7.46 7.26 7.07 6.88 6.70 6.53 6.36 6.20 6.04				5.89

RUNOFF VOLUME ABOVE BASEFLOW = 1.30 WATERSHED INCHES, 58.71 CFS-HRS, 4.85 ACRE-Feet; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

RECORD ID

COMPUTATIONS COMPLETED FOR PASS 3

EXECUTIVE CONTROL OPERATION ENDJOB

RECORD ID

TR20 XEQ 04-26-02 09:50
REV PC 09/83(.2)

Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
(04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 SUMMARY
PAGE 4

SUMMARY TABLE 1 - SELECTED RESULTS OF STANDARD AND EXECUTIVE CONTROL INSTRUCTIONS IN THE ORDER PERFORMED
(A STAR(*) AFTER THE PEAK DISCHARGE TIME AND RATE (CFS) VALUES INDICATES A FLAT TOP HYDROGRAPH
A QUESTION MARK(?) INDICATES A HYDROGRAPH WITH PEAK AS LAST POINT.)

SECTION/ STRUCTURE ID	STANDARD CONTROL OPERATION	DRAINAGE AREA (SQ MI)	RAIN TABLE #	ANTEC MOIST COND	MAIN TIME INCREM (HR)	PRECIPITATION			RUNOFF AMOUNT (IN)	PEAK DISCHARGE				
						BEGIN (HR)	AMOUNT (IN)	DURATION (HR)		ELEVATION (FT)	TIME (HR)	RATE (CFS)	RATE (CSM)	
ALTERNATE 1 STORM 1														
XSECTION	1	RUNOFF	.07	2	2	.05	.0	2.75	24.00	.14	---	12.77	3.53	50.5
XSECTION	1	RUNOFF	.07	2	2	.05	.0	4.20	24.00	.56	---	12.62	17.78	254.1
XSECTION	1	RUNOFF	.07	2	2	.05	.0	5.90	24.00	1.30	---	12.57	42.91	613.4

TR20 XEQ 04-26-02 09:50
REV PC 09/83(.2)

Bituminous Roadways, Inver Grove Heights, MN Existing Conditions
(04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 SUMMARY
PAGE 5

SUMMARY TABLE 3 - DISCHARGE (CFS) AT XSECTIONS AND STRUCTURES FOR ALL STORMS AND ALTERNATES

XSECTION/ STRUCTURE ID	DRAINAGE AREA (SQ MI)	STORM NUMBERS.....
0 XSECTION	1	.07
+		
ALTERNATE 1		42.91

1END OF 1 JOBS IN THIS RUN

*****80-80 LIST OF INPUT DATA FOR TR-20 HYDROLOGY*****

JOB TR-20 FULLPRINT SUMMARY
TITLE Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions
TITLE (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT
6 RUNOFF 1 002 1 .09851 61. 0.96 1 1 1 1
ENDATA
7 INCREM 6 0.05
7 COMPUT 7 002 002 2.75 1.0 2 2 01 01
ENDCMP 1
7 INCREM 6 0.05
7 COMPUT 7 002 002 4.20 1.0 2 2 01 01
ENDCMP 1
7 INCREM 6 0.05
7 COMPUT 7 002 002 5.90 1.0 2 2 01 01
ENDCMP 1
ENDJOB 2
0*****END OF 80-80 LIST*****
1

TR20 XEQ 04-26-02 09:57 Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions JOB 1 PASS 1
REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT PAGE 1

EXECUTIVE CONTROL OPERATION INCREM RECORD ID
+ MAIN TIME INCREMENT = .05 HOURS

EXECUTIVE CONTROL OPERATION COMPUT RECORD ID
+ FROM XSECTION 2
+ TO XSECTION 2
STARTING TIME = .00 RAIN DEPTH = 2.75 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 2
OUTPUT HYDROGRAPH= 1
AREA= .10 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .96 HOURS
INTERNAL HYDROGRAPH TIME INCREMENT= .0492 HOURS
PEAK TIME(HRS) 12.75 PEAK DISCHARGE(CFS) 5.04 PEAK ELEVATION(FEET) (RUNOFF)
TIME(HRS) FIRST HYDROGRAPH POINT = .00 HOURS TIME INCREMENT = .05 HOURS DRAINAGE AREA = .10 SQ.MI.
11.50 DISCHG .00 .00 .00 .00 .00 .00 .00 .00 .02 .08
12.00 DISCHG .20 .39 .64 .96 1.37 1.87 2.41 2.96 3.46 3.90
12.50 DISCHG 4.27 4.56 4.79 4.93 5.01 5.04 5.01 4.93 4.80 4.63
13.00 DISCHG 4.47 4.32 4.18 4.05 3.92 3.80 3.69 3.57 3.46 3.35
13.50 DISCHG 3.25 3.16 3.06 2.97 2.88 2.80 2.72 2.65 2.57 2.51
14.00 DISCHG 2.44 2.38 2.32 2.26 2.21 2.15 2.10 2.06 2.01 1.97
14.50 DISCHG 1.93 1.89 1.85 1.81 1.78 1.74 1.71 1.67 1.64 1.60
RUNOFF VOLUME ABOVE BASEFLOW = .14 WATERSHED INCHES, 8.62 CFS-HRS, .71 ACRE-FEET; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP RECORD ID
+ COMPUTATIONS COMPLETED FOR PASS 1

TR20 XEQ 04-26-02 09:57 Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions JOB 1 PASS 2
REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT PAGE 2

EXECUTIVE CONTROL OPERATION INCREM RECORD ID
+ MAIN TIME INCREMENT = .05 HOURS

EXECUTIVE CONTROL OPERATION COMPUT

RECORD ID

+
+

FROM XSECTION 2 TO XSECTION 2

STARTING TIME = .00 RAIN DEPTH = 4.20 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 2

OUTPUT HYDROGRAPH= 1

AREA= .10 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .96 HOURS
INTERNAL HYDROGRAPH TIME INCREMENT= .0492 HOURS

PEAK TIME(HRS) PEAK DISCHARGE(CFS) PEAK ELEVATION(FEET)
12.60 25.43 (RUNOFF)

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT =	.05 HOURS	DRAINAGE AREA =	.10 SQ.MI.
11.50	DISCHG	.00 .00 .00 .01 .04 .10 .24 .53 1.04 1.86				
12.00	DISCHG	3.08 4.70 6.71 9.08 11.75 14.57 17.34 19.83 21.89 23.46				
12.50	DISCHG	24.56 25.20 25.43 25.28 24.79 24.03 23.06 21.90 20.64 19.37				
13.00	DISCHG	18.20 17.17 16.26 15.41 14.62 13.90 13.24 12.61 12.01 11.45				
13.50	DISCHG	10.94 10.47 10.02 9.60 9.21 8.85 8.51 8.19 7.89 7.61				
14.00	DISCHG	7.35 7.10 6.87 6.66 6.45 6.26 6.08 5.91 5.75 5.60				
14.50	DISCHG	5.46 5.32 5.19 5.07 4.95 4.83 4.71 4.60 4.49 4.38				

RUNOFF VOLUME ABOVE BASEFLOW = .56 WATERSHED INCHES, 35.88 CFS-HRS, 2.96 ACRE-FEET; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

RECORD ID

+ COMPUTATIONS COMPLETED FOR PASS 2

1

TR20 XEQ 04-26-02 09:57 Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions
REV PC 09/83(.2) (04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 PASS 3
PAGE 3

EXECUTIVE CONTROL OPERATION INCREM

RECORD ID

+ MAIN TIME INCREMENT = .05 HOURS

EXECUTIVE CONTROL OPERATION COMPUT

RECORD ID

+ FROM XSECTION 2

TO XSECTION 2

STARTING TIME = .00 RAIN DEPTH = 5.90 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = .05 HOURS

OPERATION RUNOFF CROSS SECTION 2

OUTPUT HYDROGRAPH= 1

AREA= .10 SQ MI INPUT RUNOFF CURVE= 61. TIME OF CONCENTRATION= .96 HOURS
INTERNAL HYDROGRAPH TIME INCREMENT= .0492 HOURS

PEAK TIME(HRS) PEAK DISCHARGE(CFS) PEAK ELEVATION(FEET)
12.55 61.38 (RUNOFF)

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT =	.05 HOURS	DRAINAGE AREA =	.10 SQ.MI.
10.50	DISCHG	.00 .00 .00 .00 .00 .00 .00 .00 .00 .01				
11.00	DISCHG	.02 .03 .04 .07 .11 .15 .21 .28 .37 .48				
11.50	DISCHG	.61 .77 1.00 1.33 1.77 2.39 3.30 4.68 6.67 9.42				
12.00	DISCHG	13.03 17.48 22.69 28.55 34.85 41.22 47.20 52.35 56.36 59.16				
12.50	DISCHG	60.81 61.38 60.99 59.80 57.90 55.45 52.58 49.41 46.12 42.91				
13.00	DISCHG	39.99 37.42 35.15 33.06 31.15 29.40 27.79 26.29 24.88 23.58				
13.50	DISCHG	22.40 21.31 20.29 19.34 18.45 17.64 16.88 16.18 15.53 14.92				
14.00	DISCHG	14.35 13.83 13.33 12.87 12.44 12.04 11.66 11.31 10.97 10.66				
14.50	DISCHG	10.36 10.09 9.82 9.57 9.32 9.08 8.84 8.62 8.39 8.18				

RUNOFF VOLUME ABOVE BASEFLOW = 1.30 WATERSHED INCHES, 82.86 CFS-HRS, 6.85 ACRE-FEET; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

RECORD ID

+ COMPUTATIONS COMPLETED FOR PASS 3

EXECUTIVE CONTROL OPERATION ENDJOB

RECORD ID

TR20 XEQ 04-26-02 09:57
REV PC 09/83(.2)

Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions
(04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 SUMMARY
PAGE 4

SUMMARY TABLE 1 - SELECTED RESULTS OF STANDARD AND EXECUTIVE CONTROL INSTRUCTIONS IN THE ORDER PERFORMED
(A STAR(*) AFTER THE PEAK DISCHARGE TIME AND RATE (CFS) VALUES INDICATES A FLAT TOP HYDROGRAPH
A QUESTION MARK(?) INDICATES A HYDROGRAPH WITH PEAK AS LAST POINT.)

SECTION/ STRUCTURE ID	STANDARD CONTROL OPERATION	DRAINAGE AREA (SQ MI)	RAIN TABLE #	ANTEC MOIST COND	MAIN TIME INCREM (HR)	PRECIPITATION			RUNOFF AMOUNT (IN)	PEAK DISCHARGE				
						BEGIN (HR)	AMOUNT (IN)	DURATION (HR)		ELEVATION (FT)	TIME (HR)	RATE (CFS)	RATE (CSM)	
ALTERNATE	1	STORM	1											
XSECTION	2	RUNOFF	.10	2	2	.05	.0	2.75	24.00	.14	---	12.75	5.04	51.1
XSECTION	2	RUNOFF	.10	2	2	.05	.0	4.20	24.00	.56	---	12.60	25.43	258.1
XSECTION	2	RUNOFF	.10	2	2	.05	.0	5.90	24.00	1.30	---	12.55	61.38	623.1

TR20 XEQ 04-26-02 09:57
REV PC 09/83(.2)

Bituminous Roadways, Inver Grove Heights, MN Proposed Conditions
(04/26/02) 2-YR, 10-YR & 100-YR/24-HR/TYPE II STORM EVENT

JOB 1 SUMMARY
PAGE 5

SUMMARY TABLE 3 - DISCHARGE (CFS) AT XSECTIONS AND STRUCTURES FOR ALL STORMS AND ALTERNATES

XSECTION/ STRUCTURE ID	DRAINAGE AREA (SQ MI)	STORM NUMBERS.....
0 XSECTION	2	.10
ALTERNATE	1	61.38

1END OF 1 JOBS IN THIS RUN



Individual Permit: 2013-1534

Status: Active

Actions

[Communicate with DNR](#)

[Request a change to permit](#)

[Overview](#) [Parties](#) [Attachments](#) [History](#) [Financial](#) [Water Use](#) [Communication](#)

Water Use

From this page you can enter and view annual water use data for your permit.

- Click 'Enter new data' the first time you want to start entering water use information for water used during a particular year. You can always enter partial data, save your report, and return at a later date to finish.
- **Be sure to click on the year that water was used - not the year in which the report is due.**
- Click 'Continue' to return to where you last left off if you entered partial data.
- Click 'View' or 'Print' to see a finalized and submitted water use report for a particular year.

Water Use Year	Report Due Date	Gallons	Action	
2017	02/15/2018		Enter new data	
2016	02/15/2017	11,211,401	View	Print
2015	02/15/2016	19,033,000	View	Print
2014	02/15/2015	38,107,450	View	Print
2013	02/15/2014	37,440,000	View	Print
2012	02/15/2013		Enter new data	

Questions? Contact Joe Richter at joe.richter@state.mn.us or 651-259-5877, Minnesota Department of Natural Resources, 1200 Warner Road, St. Paul, MN 55106.

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

ORDINANCE NO. 1258

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 OF THE INVER GROVE
HEIGHTS CITY CODE**

CASE NO. 12-17CZA

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1037 adopted July 8, 2002, entitled, "AN ORDINANCE AMENDING, RESTATING, AND RECODIFYING SECTIONS 405, 425, 515, 505, 516, 517, 518, 519, 520, 525, 535, 540, 545, 546, AND 550 OF THE INVER GROVE HEIGHTS CITY CODE" being also known as the City Zoning Ordinance is hereby amended to rezone to Temporary Sand and Gravel (S & G) for a period of five (5) years to following described property located within the City of Inver Grove Heights, Minnesota, to wit:

That part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32, Township 27, Range 22, lying westerly of Rich Valley Boulevard; except that part described as follows: Commencing at the SE corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence west along the south line thereof, a distance of 592.43 feet; thence north 344.9 feet; thence east 570 feet to the centerline of Rich Valley Boulevard; thence southeasterly along said centerline, a distance of 67 feet to the east line of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence south 281.85 feet to the point of beginning. Part of PID # 20-03200-011-05, and

The Northeast Quarter of the Southwest Quarter and the North One-Half of the Southeast Quarter, Section 32, Township 27, Range 22, and all of that tract of land lying West of Highway 5 in the Northwest Quarter of the Southwest Quarter, Section 33, Township 27, Range 22; subject to an

easement to Minnesota Northern Natural Gas Company, as described in Deed recorded in Book 193 of Deeds, page 374. PID No. 20-03200-010-75, 20-03200-020-50.

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1037 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002," 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, and shall be subject to the following conditions:

1. The Temporary Sand and Gravel (S&G) Zoning shall remain in place on the property for a period of five (5) years to expire on August 13, 2017.
2. The operation of the sand and gravel operation approved herein shall comply with all provisions of Inver Grove Heights City Code, Title 10-13G, Sand and Gravel Overlay District, except as specifically modified herein.
3. The following plans, on file with the Planning Division, shall constitute the "approved plans" referenced therein:
 - Existing conditions dated 7/21/12
 - Phasing Plan dated 7/21/12
 - Final Land Use Plan dated 4/25/02
 - Reclamation Plan dated 7/21/12
 - Landscaping Plan - east property line dated 2012
 - Landscape Plan - south property line dated 2012All aspects of the operation of the site shall comply with the approved plans.
4. The location of the asphalt plant shall remain in its existing position and shall not be relocated unless this sand and gravel ordinance is amended.
5. "Operation" as it relates to hours of operation, shall include, but is not limited to, all mining and grading operations, washing, the operation of the asphalt plant on the site, and movement of vehicles and equipment in and out of the site. Hours of operation on the site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday, except for the crushing of concrete which shall be regulated by Condition #7. The asphalt plant shall be allowed to operate a maximum of 30 night shifts (7:00 p.m. to 7:00 a.m.) during the construction season each year. Bituminous Roadways shall

provide the city with written notice prior to each event, including confirmation of contact with the nearest neighbor so a record can be kept to monitor total hours used each season.

6. Crushing of concrete on site shall be permitted provided the following conditions are met:
 1. All crushing operations shall be conducted in the current location in the existing site.
 2. The stockpile of concrete to be crushed and the stockpile of already crushed concrete shall not in the aggregate exceed a total of 50,000 cubic yards.
 3. The height of the stockpiles shall not exceed 25 feet.
 4. Crushing shall occur on not more than 12 weeks during the calendar year. No crushing shall occur on Sunday; crushing shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday and 9:00 a.m. to 6:00 p.m., Saturday.
7. Bituminous Roadways may temporarily store Manufactured Organic Shingle Scrap (MOSS) in open storage areas provided the areas in the aggregate do not exceed one (1) acre in size and provided the location and storage configuration is approved by the Fire Marshal and Director of Community Development. MOSS storage areas may be relocated as operations on the site change subject to the approval of the Fire Marshal and the Director of Community Development. The City may impose reasonable conditions relating to dust control, fire prevention and size, height and configuration of the storage piles.
8. The final disposal of MOSS on the site shall be prohibited.
9. As part of the approval granted herein, the applicant may use used concrete and asphalt products as a part of the operation. Stockpiling area for these materials shall be as noted on the approved plans.
10. Bituminous Roadways shall prohibit all drivers of trucks from using Rich Valley Boulevard north of Cliff Road except in those instances where materials are being taken to a project located within the City's regulatory authority. Bituminous Roadways shall post an advisory to all drivers to the same effect at exits from the site.
11. The site shall be kept clear, at all times, of windblown debris.
12. The foundry sand in the southeast berm shall be left undisturbed.

13. Bituminous Roadways shall bring no additional foundry sand onto the site.
14. The berms which cover the foundry sand shall be maintained in vegetative cover to control erosion of the foundry sand.
15. The stockpiled MOSS, shingle scrap, recycled asphalt, and concrete pavement will not be disposed at the site.
16. Stock piles of recycled asphalt, MOSS, shingles, and concrete shall be limited in size to amount that will be used that year.
17. Backfill material shall be either clean fill material that was stripped off the site or other clean fill material which is brought in from offsite.
18. Spent bag house bags will be disposed of in a lined landfill permitted or approved to accept such materials.
19. A restoration bond shall be in an amount to cover the costs of restoration of the site, as determined by the City Engineer, prior to City Council approval.
20. Bituminous Roadways shall obtain and maintain the necessary licenses and approvals from Dakota County and Minnesota Department of Natural Resources. Terms and conditions of the license and approval shall be hereby incorporated into this City approval.
21. Bituminous Roadways shall obtain and maintain the necessary Minnesota Pollution Control Agency permits including two air quality permits and one industrial storm water permit. The terms and conditions of those permits shall be hereby incorporated into this City approval.
22. All reports which are required to be submitted to Dakota County under a Hazardous Waste Generators License and a Processing License shall also be submitted to the City, including the required annual and quarterly reports.
23. All reports which are required to be submitted to the Minnesota Pollution Control Agency shall also be submitted to the City, including annual emissions inventory report, semi-annual deviations report, annual compliance certification report, and annual report.
24. Monitoring shall be conducted at the single water well that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel,

selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur with half the wells every other year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.

25. Monitoring of the storm water ponds used for the washing operation shall be conducted every other year and shall be tested for the same elements as listed in condition #24.
26. All buildings shall be removed from the site within three (3) months of the closure of the facility.
27. Bituminous Roadways shall enter into a Host Community Agreement with the City of Inver Grove Heights including the payment of host community fees, within three (3) months of the State Legislature providing the City with the Authority to enter into such an agreement.
28. Restoration shall be conducted in phases at the site. As portions of the mining area are completed, the areas will be backfilled, graded, topsoil applied and vegetation established.
29. The operator is responsible for obtaining all required permits for the wash water well from the appropriate state and or county agencies and must meet all DNR requirements, obligations and protocols for a well appropriations permit, including responsibilities and protocols for any remedial actions and those responsibilities and protocols for any compensation or damages from the loss of well use affected neighboring properties. Any change or any application for an appropriation permit for an aquifer different than the one that has been identified would require an amendment to the conditional use permit.
30. Bituminous Roadways shall provide a voluntary well interference protocol agreement for neighboring properties within ½ mile of the well requesting to be a party thereto. The agreement shall be prepared by Bituminous Roadways and shall stipulate procedures to follow should well problems occur. The agreement between the parties is strictly voluntary and not required for the well to be operational.

Ordinance No. 1258
Page 6

Ayes: 5
Nays: 0

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

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

RESOLUTION NO. 12-175

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR THE PROCESSING OF SAND AND GRAVEL, AN ASPHALT PLANT AND CONTRACTOR'S YARD

CASE NO. 12-17CZA
(Bituminous Roadways)

WHEREAS, an application for Conditional Use Permit Amendment has been submitted for property legally described as the following;

That part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32, Township 27, Range 22, lying westerly of Rich Valley Boulevard; except that part described as follows: Commencing at the SE corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence west along the south line thereof, a distance of 592.43 feet; thence north 344.9 feet; thence east 570 feet to the centerline of Rich Valley Boulevard; thence southeasterly along said centerline, a distance of 67 feet to the east line of said S $\frac{1}{2}$ NE $\frac{1}{4}$; thence south 281.85 feet to the point of beginning. Part of PID # 20-03200-011-05, and

The Northeast Quarter of the Southwest Quarter and the North One-Half of the Southeast Quarter, Section 32, Township 27, Range 22, and all of that tract of land lying West of Highway 5 in the Northwest Quarter of the Southwest Quarter, Section 33, Township 27, Range 22; subject to an easement to Minnesota Northern Natural Gas Company, as described in Deed recorded in Book 193 of Deeds, page 374. PID No. 20-03200-010-75, 20-03200-020-50.

WHEREAS, the aforescribed property is currently zoned A, Agricultural and S&G, Sand and Gravel Overlay;

WHEREAS, all conditional use permits are subject to the criteria listed in City Code Title 10, Chapter 3, Article A, Section 10-3A-5, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria;

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 9, 2012;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment for the processing of sand and gravel, an asphalt plant and a contractor's yard with open storage is hereby granted for the aforescribed property, subject to the following conditions:

1. Resolutions No. 07-122 and the conditions therein shall become null and void.
2. All terms and conditions of the approval of the temporary Sand and Gravel Zoning District for the property shall apply to all the operations on the site specifically stated herein, except where said terms and conditions may be modified by the conditions below, then the conditions of this permit shall prevail.
3. Approval of this conditional use permit shall be valid for the duration of the Temporary Sand and Gravel Zoning or until such time that the sand and gravel operation on site shall cease to continue if such time frame is shorter. The sand and gravel operation and the approval granted herein shall terminate concurrently.
4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate all operations on the site and resumption of operation will not be permitted until such violation is rectified.
5. The processing of the sand and gravel shall include, but not limited to; mining, crushing, screening, washing, sorting and blending into and stockpiling a variety of aggregates, and the recycling and stockpiling of concrete and rock products.
6. The contractor's yard shall be used in substantial conformance with the plan entitled "Existing Conditions" dated 1/8/07, on file with the Planning Division.
7. The location of the asphalt plant shall remain in its existing position and shall not be relocated.
8. All buildings shall be removed from the site within three (3) months of the closure of the facility.
9. Storage of equipment and vehicles for Rainbow Painting shall be limited to the building designated "garage" on the approved site plan and the adjacent area located south of the metal building.
10. All plans submitted by the applicant shall be subject to the review and recommendations made by the City Engineer and Director of Public Works.

11. Monitoring shall be conducted every other year at the single ground water well on site known as the "Rainbow well" and on the Todd Wicker and Robert Plan property, that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur at half the wells one year and the other half the next year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.
12. The owner shall provide the City Engineering Division full access to the property for an annual storm water maintenance, erosion control, and sediment control inspections.
13. The operator is responsible for obtaining all required permits for the wash water well from the appropriate state and or county agencies and must meet all DNR requirements, obligations and protocols for a well appropriations permit, including responsibilities and protocols for any remedial actions and those responsibilities and protocols for any compensation or damages from the loss of well use affected neighboring properties. Any change or any application for an appropriation permit for an aquifer different than the one that has been identified would require an amendment to the conditional use permit.
14. Bituminous Roadways shall provide a voluntary well interference protocol agreement for neighboring properties within ½ mile of the well requesting to be a party thereto. The agreement shall be prepared by Bituminous Roadways and shall stipulate procedures to follow should well problems occur. The agreement between the parties is strictly voluntary and not required for the well to be operational.

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 22nd day of October, 2012.

George Tourville, Mayor

Ayes: 5

Nays: 0

ATTEST:

Melissa Kennedy, Deputy Clerk

Sunde Engineering, PLLC.
10830 Nesbitt Avenue South
Bloomington, MN 55437-3100
Phone: (952) 881-3344
Fax: (952) 881-1913



MEMORANDUM

To: Allan Hunting, City Planner

Date: 9/29/17

City of Inver Grove Heights

From: Michaela Whelan, Sunde Engineering

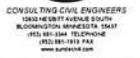
Subject: Bituminous Roadways 2012-2016 Water
Testing Summary

CC: Kent Peterson, Bituminous Roadways

This memorandum is a supplemental document to the Bituminous Roadways five year renewal of the Sand and Gravel Zoning District designation application. A condition of the recommendation of approval to the City Council from the Environmental Commission is to provide a summary of the water testing performed at the site from 2012 to 2016. Groundwater and surface water samples were analyzed for the following parameters: arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, phenol, diesel range organics (DRO), gasoline range organics (GRO), specific conductance, alkalinity, and pH.

Summary tables of each sample provide the test results and the report lab's method reporting limit (MRL). Also provided is the current Minnesota Department of Health (MDH) Health Risk Limit (HRL) and the current Environment Protection Agency (EPA) Maximum Contaminant Level (MCL), where applicable. A map of the sample locations and dates is attached.

There were no test results that exceeded either MDH HRLs or EPA MCLs. Both surface water ponds and the wash plant pond (sample locations D1, D2, and E) show levels of DRO above the reporting limits, but levels are below the Minnesota Pollution Control Agency's action level for investigation.



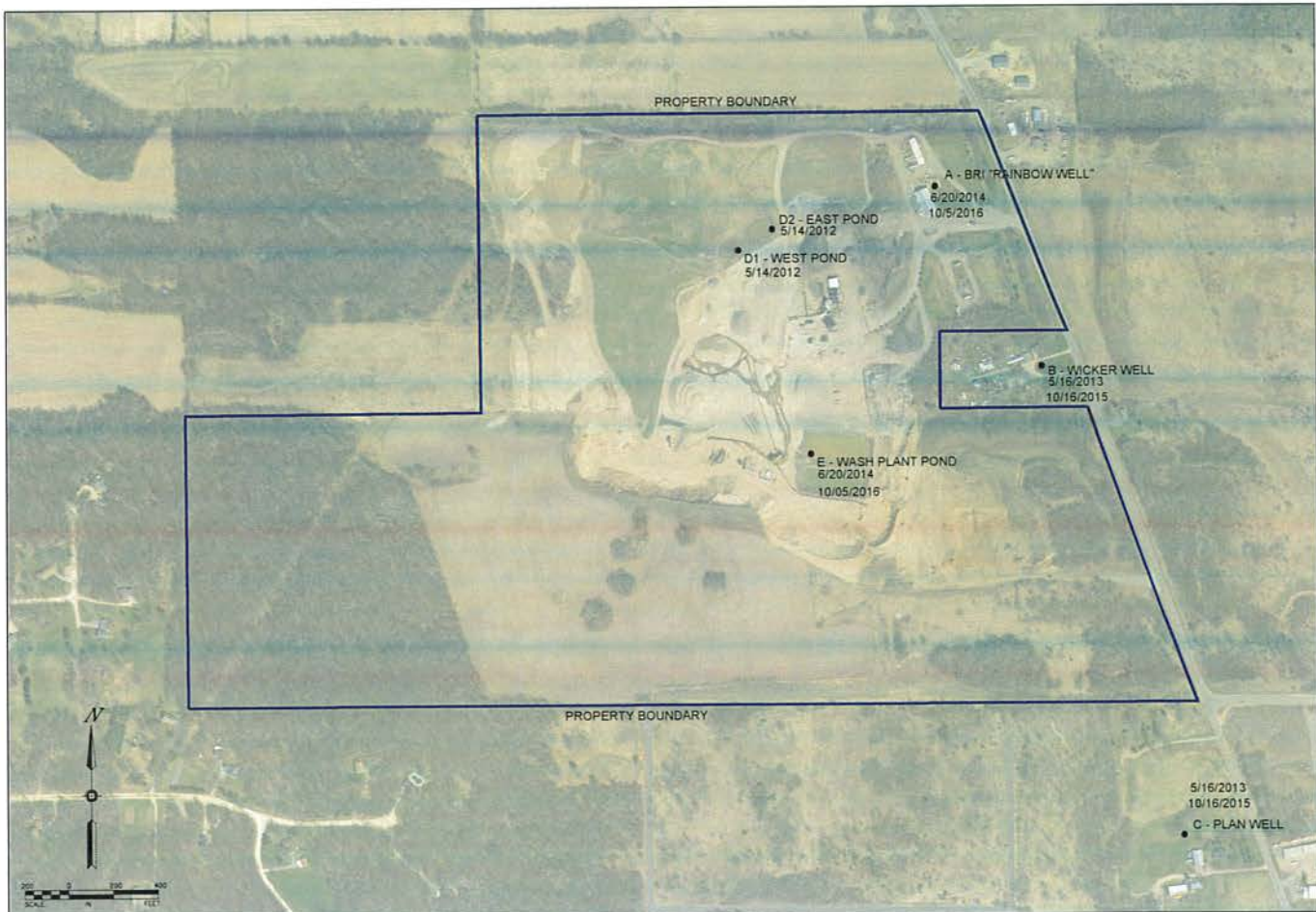
**BITUMINOUS
ROADWAYS INC.
INVER GROVE HEIGHTS
GRAVEL PIT**

2017 PERMIT
REISSUANCE[illegible]

THESE CERTAINLY ARE THE LARGEST OF CITIES IN THE STATE AND ARE IN THE CENTER OF THE STATE. THERE ARE NO OTHER CITIES OF THIS KIND IN THE STATE. THERE ARE NO OTHER CITIES OF THIS KIND IN THE STATE.

[illegible]

2012-2016
WATER TESTING
MAP



A - Rainbow Well					
Sample Date 6/20/2014 by Pace Analytical					
Metals					
Analyte	Result	2014 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(µg/L)		10
Barium	64	10	(µg/L)		2000
Cadmium	<2.0	2.0	(µg/L)	0.5	
Chromium	<5.0	5.0	(µg/L)		100
Copper	<10	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	<10	10	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	<0.20	0.20	(µg/L)		2
Nickel	<5.0	5.0	(µg/L)	100	
Selenium	<20	20	(µg/L)	30	
Silver	<5.0	5.0	(µg/L)	30	
Zinc	180	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2014 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	<100	100	(µg/L)	1000	
Gasoline Range Organics (GRO)	<100	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2014 MRL	units	Notes	
Specific conductance	620	10	umhos/cm	4 mg/L MDH HRL	
Phenolics	<0.01	0.01	mg/L		
Alkalinity as CaCO ₃	260	20	mg/L		
pH	7.09		pH units		

EPA - Environmental Protection Agency
HRL - MDH Health Risk Limit
MCL - Maximum Contaminant Level
TT - Treatment Technology
MPCA - Minnesota Pollution Control Agency
ND - Not Detected
MRL - Method Reporting Limit

A - Rainbow Well					
Sample Date 10/05/2016 by Pace Analytical					
Metals					
Analyte	Result	2016 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	ND	25	(µg/L)		10
Barium	61.5	10	(µg/L)		2000
Cadmium	ND	20	(µg/L)	0.5	
Chromium	ND	10	(µg/L)		100
Copper	ND	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	ND	20	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	not tested	-	(µg/L)		2
Nickel	ND	10	(µg/L)	100	
Selenium	not tested	-	(µg/L)	30	
Silver	ND	10	(µg/L)	30	
Zinc	132	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2016 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	ND	110	(µg/L)	1000	
Gasoline Range Organics (GRO)	ND	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2016 MRL	units	Notes	
Specific conductance	628	10.0	umhos/cm	4 mg/L MDH HRL	
Phenolics	ND	0.01	mg/L		
Alkalinity as CaCO3	251	2.5	mg/L		
pH	7.7		pH units		

B - Wicker Well					
Sample Date 5/16/2013 by Braun intertec					
Metals					
Analyte	Result	2013 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(ug/L)		10
Barium	<10	10	(ug/L)		2000
Cadmium	<2.0	2.0	(ug/L)	0.5	
Chromium	<5.0	5.0	(ug/L)		100
Copper	<10	10	(ug/L)		TT - action level of 1300 ug/L at tap
Lead	<10	10	(ug/L)		TT - action level of 1500 ug/L at tap
Mercury	<0.20	0.2	(ug/L)		2
Nickel	<5.0	5.0	(ug/L)	100	
Selenium	<20	20	(ug/L)	30	
Silver	<5.0	5.0	(ug/L)	30	
Zinc	43	20	(ug/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2013 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	<100	100	(ug/L)	1000	
Gasoline Range Organics (GRO)	<100	100	(ug/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2013 MRL	units	Notes	
Specific conductance	640	10	umhos/cm		
Phenolics	0.011	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	270	20	mg/L		
pH	7.81		pH units		

EPA - Environmental Protection Agency
HRL - MDH Health Risk Limit
MCL - Maximum Contaminant Level
TT - Treatment Technology
MPCA - Minnesota Pollution Control Agency
ND - Not Detected
MRL - Method Reporting Limit

B - Wicker Well					
Sample Date 10/16/2015 by Pace Analytical					
Metals					
Analyte	Result	2015 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	ND	20.0	(µg/L)		10
Barium	ND	10.0	(µg/L)		2000
Cadmium	ND	3.00	(µg/L)	0.5	
Chromium	ND	10.00	(µg/L)		100
Copper	31.5	10.0	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	ND	10.0	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	ND	0.20	(µg/L)		2
Nickel	ND	20.0	(µg/L)	100	
Selenium	not tested	-	(µg/L)	30	
Silver	ND	10.0	(µg/L)	30	
Zinc	238	20.0	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2015 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	ND	120	(µg/L)	1000	
Gasoline Range Organics (GRO)	ND	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2015 MRL	units	Notes	
Specific conductance	644	1.0	umhos/cm		
Phenolics	ND	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	275	5.0	mg/L		
pH	7.8		pH units		

C - Plan Well					
Sample Date 5/16/2013 by Braun intertec					
Metals					
Analyte	Result	2013 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(µg/L)		10
Barium	80	10	(µg/L)		2000
Cadmium	<2.0	2.0	(µg/L)	0.5	
Chromium	<5.0	5.0	(µg/L)		100
Copper	12	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	<10	10	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	<0.20	0.2	(µg/L)		2
Nickel	<5.0	5.0	(µg/L)	100	
Selenium	<20	20	(µg/L)	30	
Silver	<5.0	5.0	(µg/L)	30	
Zinc	120	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2013 MRL	units	MPCA *Action Level for Remedial	
Diesel Range Organics (DRO)	<100	100	(µg/L)	1000	
Gasoline Range Organics (GRO)	<100	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2013 MRL	units	Notes	
Specific conductance	670	10	umhos/cm		
Phenolics	<0.010	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	270	20	mg/L		
pH	6.98		pH units		

EPA - Environmental Protection Agency
HRL - MDH Health Risk Limit
MCL - Maximum Contaminant Level
TT - Treatment Technology
MPCA - Minnesota Pollution Control Agency
ND - Not Detected
MRL - Method Reporting Limit

C - Plan Well					
Sample Date 10/16/2015 by Pace Analytical					
Metals					
Analyte	Result	2015 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	ND	20.0	(µg/L)		10
Barium	75.3	10.0	(µg/L)		2000
Cadmium	ND	3.00	(µg/L)	0.5	
Chromium	ND	10.00	(µg/L)		100
Copper	84.9	10.0	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	ND	10.0	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	ND	0.20	(µg/L)		2
Nickel	ND	20.0	(µg/L)	100	
Selenium	not tested	-	(µg/L)	30	
Silver	ND	10.0	(µg/L)	30	
Zinc	399	20.0	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2015 MRL	units	MPCA *Action Level for Remedial	
Diesel Range Organics (DRO)	ND	130	(µg/L)	1000	
Gasoline Range Organics (GRO)	ND	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2015 MRL	units	Notes	
Specific conductance	665	1.0	umhos/cm		
Phenolics	ND	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	275	5.0	mg/L		
pH	7.5		pH units		

D1 - West Pond					
Sample Date 5/14/2012 by Braun Intertec					
Metals					
Analyte	Result	2012 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(µg/L)		10
Barium	130	10	(µg/L)		2000
Cadmium	<2.0	2.0	(µg/L)	0.5	
Chromium	33	5.0	(µg/L)		100
Copper	22	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	12	10	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	<0.20	0.2	(µg/L)		2
Nickel	19	5.0	(µg/L)	100	
Selenium	<20	20	(µg/L)	30	
Silver	<5.0	5.0	(µg/L)	30	
Zinc	40	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2012 MRL	units	MPCA "Action Level for Remedial Investigation"	
Diesel Range Organics (DRO)	120	110	(µg/L)	1000	
Gasoline Range Organics (GRO)	<100	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2012 MRL	units	Notes	
Specific conductance	120	10	umhos/cm		
Phenolics	<0.010	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	60	20			
pH	8.29		pH units		

EPA - Environmental Protection Agency
HRL - MDH Health Risk Limit
MCL - Maximum Contaminant Level
TT - Treatment Technology
MPCA - Minnesota Pollution Control Agency
ND - Not Detected
MRL - Method Reporting Limit

D2 - East Pond					
Sample Date 5/14/2012 by Braun intertec					
Metals					
Analyte	Result	2012 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(µg/L)		10
Barium	73	10	(µg/L)		2000
Cadmium	<2.0	2.0	(µg/L)	0.5	
Chromium	13	5.0	(µg/L)		100
Copper	15	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	10	10	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	<0.20	0.2	(µg/L)		2
Nickel	9.5	5.0	(µg/L)	100	
Selenium	<20	20	(µg/L)	30	
Silver	<5.0	5.0	(µg/L)	30	
Zinc	30	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2012 MRL	units	MPCA "Action Level for Remedial Investigation"	
Diesel Range Organics (DRO)	580	110	(µg/L)	1000	
Gasoline Range Organics (GRO)	<100	100	(µg/L)	1000	
Classical Chemistry Parameters					
Analyte	Result	2012 MRL	units	Notes	
Specific conductance	140	10	umhos/cm		
Phenolics	<0.010	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO3	56	20	mg/L		
pH	7.54		pH units		

E - Wash Plant Pond					
Sample Date 6/20/2014 by Pace Analytical					
Metals					
Analyte	Result	2014 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	<20	20	(µg/L)		10
Barium	33	10	(µg/L)		2000
Cadmium	<2.0	2.0	(µg/L)	0.5	
Chromium	<5.0	5.0	(µg/L)		100
Copper	<10	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	<10	10	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	<0.20	0.20	(µg/L)		2
Nickel	<5.0	5.0	(µg/L)	100	
Selenium	<20	20	(µg/L)	30	
Silver	<5.0	5.0	(µg/L)	30	
Zinc	<20	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2014 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	500	110	(µg/L)		1000
Gasoline Range Organics (GRO)	<100	100	(µg/L)		1000
Classical Chemistry Parameters					
Analyte	Result	2014 MRL	units	Notes	
Specific conductance	190	10	umhos/cm		
Phenolics	<0.01	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO ₃	88	20	mg/L		
pH	7.73		pH units		

EPA - Environmental Protection Agency
HRL - MDH Health Risk Limit
MCL - Maximum Contaminant Level
TT - Treatment Technology
MPCA - Minnesota Pollution Control Agency
ND - Not Detected
MRL - Method Reporting Limit

E - Wash Plant Pond					
Sample Date 10/05/2016 by Pace Analytical					
Metals					
Analyte	Result	2016 MRL	units	Current Lowest MDH HRL	Current EPA MCL
Arsenic	ND	25	(µg/L)		10
Barium	52.8	10	(µg/L)		2000
Cadmium	ND	20	(µg/L)	0.5	
Chromium	ND	10	(µg/L)		100
Copper	ND	10	(µg/L)		TT - action level of 1300 µg/L at tap
Lead	ND	20	(µg/L)		TT - action level of 1500 µg/L at tap
Mercury	not tested	-	(µg/L)		2
Nickel	ND	10	(µg/L)	100	
Selenium	not tested	-	(µg/L)	30	
Silver	ND	10	(µg/L)	30	
Zinc	132	20	(µg/L)	2000	
Total Petroleum Hydrocarbons					
Analyte	Result	2016 MRL	units	MPCA "Action Level for Remedial	
Diesel Range Organics (DRO)	330	150	(µg/L)		1000
Gasoline Range Organics (GRO)	ND	100	(µg/L)		1000
Classical Chemistry Parameters					
Analyte	Result	2016 MRL	units	Notes	
Specific conductance	213	10.0	umhos/cm		
Phenolics	ND	0.01	mg/L	4 mg/L MDH HRL	
Alkalinity as CaCO ₃	66.6	2.5	mg/L		
pH	8.0		pH units		
TSS	52.0		mg/L		

Sunde Engineering, PLLC.
10830 Nesbitt Avenue South
Bloomington, MN 55437-3100
Phone: (952) 881-3344
Fax: (952) 881-1913



MEMORANDUM

To: Allan Hunting, City Planner

Date: 9/29/17

City of Inver Grove Heights

From: Michaellea Whelan, Sunde Engineering

Subject: Bituminous Roadways 2012-2016

Permit Summary

CC: Kent Peterson, Bituminous Roadways

This memorandum is a supplemental document to the Bituminous Roadways five year renewal of the Sand and Gravel Zoning District designation application. A condition of the recommendation of approval to the City Council from the Environmental Commission is to provide a summary of the various State and County permits that the Bituminous Roadways operates under at their Inver Grove Heights asphalt plant and mining facility.

Attached is a table summarizing these permits.

BITUMINOUS ROADWAYS
 INVER GROVE HEIGHTS FACILITY
 PERMIT SUMMARY TABLE

Permit	Issuing Body	Permit Number	Issue	Expire	NOTES
Water Appropriation Permit	Minnesota DNR	2013-1534	2/26/2014	Long-Term Appropriation	Allowed to withdraw up to 42.8 million gallons per year at 450 GPM. Annual reporting shows no exceedances.
Well Interference Protocol Agreements	private agreement	n/a	2013		No known well interference
Solid Waste Facility License	Dakota County	none	1/1/2017	12/31/2017	Waste Processing, Type E (25-50 tons/day). Quarterly reports are submitted as required by the County. Annual License Renewal is required by Dakota County.
Air Emissions Permit: Option D Registration for Hot Mix Asphalt	Minnesota Pollution Control Agency	03700264	5/13/1996	non-expiring	Annual reports are submitted to the MPCA as required.
Air Emissions Permit: Nonmetallic Mineral GP	Minnesota Pollution Control Agency	03700269-002	8/26/2009	non-expiring	Semi-Annual reports and end of year summaries are submitted to the MPCA as required.
National Pollutant Discharge Elimination System MNG49000	Minnesota Pollution Control Agency	MNG490000	6/15/2017	5/31/2022	Annual discharge monitoring reports are submitted to the MPCA as required.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PLANNING COMMISSION VACANCY

Meeting Date: October 9, 2017
Item Type: Regular
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

Adopt a Resolution memorializing the resignation of Luke Therrien as a Planning Commission Member.

SUMMARY

Mr. Therrien was appointed to the Planning Commission in May 2016. His term to expire on May 2018. Mr. Therrien has incurred four unexcused absences since January of this year. City Code 2-1-8, states; "Three (3) consecutive unexcused absences or four (4) unexcused absences from regular commission meetings in any one calendar year shall be deemed to constitute a resignation." Mr. Therrien missed the following meetings without excuse; February 7, April 18, May 16 and September 5. Mr. Therrien was informed when he had his third unexcused absence that a fourth unexcused meeting would be considered a resignation. Mr. Therrien was sent a letter informing him of his fourth absence which constitutes a resignation.

RECOMMENDATIONS

Staff seeks Council direction on how to fill the vacant seat. Options include reviewing candidates from last years applications or starting a new search.

Attachments: Resolution memorializing resignation

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION MEMORIALIZING THE RESIGNATION OF LUKE THERRIEN FROM
THE PLANNING COMMISSION

WHEREAS, Luke Therrien was appointed to serve on the Planning Commission in May 2016 to serve a term to May 2018.

WHEREAS, meeting attendance is regulated by Section 2-1-6 of the City Code;

WHEREAS, Section 2-1-8 states; "Three (3) consecutive unexcused absences or four (4) unexcused absences from regular commission meetings in any one calendar year shall be deemed to constitute a resignation."

WHEREAS, Mr. Therrien has had unexcused absences on the following dates in 2017: February 7, April 18, May 16 and September 5;

WHEREAS, Staff notified Mr. Therrien of his attendance record;

WHEREAS, Staff sent a letter to Mr. Therrien on September 14, 2017 stating his four unexcused absences were deemed a resignation and his term as a Planning Commission member had ended effective immediately;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that this resolution memorializes pursuant to section 2-1-8, the effective resignation of Luke Therrien by way of accumulating four unexcused absences and that the City Council will now commence the process to fill the vacant seat.

Adopted by the City Council of Inver Grove Heights this 9th day of October, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Feasibility Study and Scheduling Public Hearing for City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge

Meeting Date: October 9, 2017
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution receiving feasibility study and scheduling public hearing for City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge.

SUMMARY

The subject feasibility study was prepared, at Council direction, to consider a project to construct trunk watermain improvements on 65th Street between Trunk Highway (TH) 3 and Argenta Trail. The project is needed to provide a 16-inch trunk watermain loop to the Blackstone Ridge plat (which is under construction) and the Windwood 2nd Addition plat (for which a preconstruction meeting has been held). In addition, the rough grading for the subbase on 65th Street from T.H. 3 to the western edge of Windwood 2nd and Murphy site (owned by Source Land Capital, LLC) with excess fill from City Project No. 2017-24. The trunk watermain will serve all development in the vicinity of 65th Street between T.H. 3 and Argenta Trail.

Study information to be highlighted in the presentation includes: project phasing, project timing, funding sources, right-of-way acquisition, coordination with a segment of the trunk water main looping project in the Northwest Area and communication with the affected property owners. The public hearing is proposed to be held on November 13, 2017 to order the project.

I recommend that the resolution be approved.

TJK/kf

Attachments: Resolution
 Feasibility Study by WSB

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

**RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING A PUBLIC HEARING,
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND AUTHORIZING LAND
ACQUISITION SERVICES FOR THE 2017 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2017-03
– NWA TRUNK WATERMAIN IMPROVEMENTS - 65TH STREET LOOP (PHASE III OF 2015-12) HWY
3 TO BLACKSTONE RIDGE**

RESOLUTION NO. _____

WHEREAS, on October 26, 2015, the City Council conducted a public hearing for City Project No. 2015-12 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase I) Argenta Trail to Babcock Trail; and

WHEREAS, on May 11, 2015, the City Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, a feasibility report is being prepared by the Public Works Director with reference to City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, the City Council separated City Project No. 2015-03 into a multi-phase street improvement consisting of City Project No. 2015-03 and City Project No. 2017-24; and

WHEREAS, the City desires to construct City Project No. 2017-03 – Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge; and

WHEREAS, the City Council subsequently separated City Project No. 2015-12 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase I) Argenta Trail to Babcock Trail into a multi-phased project to include Phase I, 2016-09D, Phase 2, 2017-02 and Phase 3, 2017-03.

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

1. The feasibility study for City Project No. 2017-03 is hereby accepted.
2. The City Council will consider the above-mentioned improvement in accordance with the report and consider a funding package using NWA Water Fund 511, NWA Storm Water Fund 448, or other sources as determined by the City Council, at an estimated total project cost, including easement or right-of-way acquisition costs, of \$1,652,056.
3. A public hearing will be held on such improvements at 7:00 p.m. on November 13, 2017 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
4. The City and its consultant are hereby authorized to prepare the plans and specifications for said project.
5. The City Attorney and staff are authorized to begin preparation for land acquisition services, if necessary.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of October 2017

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Feasibility Study and Scheduling Public Hearing for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: October 9, 2017
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution receiving feasibility study and scheduling public hearing for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street project.

SUMMARY

The subject feasibility study was prepared, at Council direction, to consider a project to construct 65th Street intersection at Trunk Highway (TH) 3 in 2018. The project is needed to provide a permanent access to the Blackstone Ridge plat (which is under construction) and the Woodwind plat (which has preliminary plat approval and is also ready to construct). Both are currently served by a temporary access to 70th Street (County State Aid Highway 26). At build-out, the plats will have 123 houses. The street would also provide access to property owned by Source Land Capital, LLC, which has presented concept plans to City staff, and properties owned by Ace-in-the-Hole Real Estate, LP. The Council separated the intersection improvement project (City Project No. 2017-24) from 65th Street construction (City Project No.; 2015-03) to ensure the intersection is built in 2018.

Study information to be highlighted in the presentation includes: project phasing, project timing, funding sources, right-of-way acquisition, coordination with a segment of the trunk water main looping project in the Northwest Area and communication with the affected property owners. The public hearing is proposed to be held on November 13, 2017.

I recommend that the resolution be approved.

TJK/kf

Attachments: Resolution
 Feasibility Study by WSB

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

**RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING A PUBLIC HEARING,
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND AUTHORIZING LAND
ACQUISITION SERVICES FOR THE 2017 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2017-24
– T.H. 3 INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, on May 11, 2015, the City Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, a feasibility report is being prepared by the Public Works Director with reference to City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, on September 25, 2017, the City Council approved a multi-phase approach for the 65th Street Improvements and established City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project to ensure the intersection is constructed in 2018; and

WHEREAS, the City Council authorized preparation of a feasibility study for City Project No. 2017-24 on September 25, 2017.

<u>Project No.</u>	<u>Improvements</u>
2017-24	T.H. 3 Intersection Improvements for the 65 th Street Project

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

1. The feasibility study for City Project No. 2017-24 is hereby accepted.
2. The City Council will consider the improvement in accordance with the report and consider a funding package using Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448, or other sources as determined by the City Council, at an estimated total project cost, including easement or right-of-way acquisition costs, of \$4,416,872.
3. A public hearing will be held on such improvements at 7:00 p.m. on November 13, 2017 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
4. The City and its consultant are hereby authorized to prepare the plans and specifications for said project.
5. The City Attorney and staff are authorized to begin preparation for land acquisition services, if necessary.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of October 2017

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 9, 2017
 Item Type: Regular Agenda
 Contact:
 Prepared by: Joe Lynch
 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

Council is asked to approve the Purchase Agreement with Bill and Muriel Carlson for the 11.68-acre parcel at 9250 Courthouse Boulevard as proposed in the document supplied by the City Attorney.

SUMMARY

Council has asked for an explanation and understanding of the financing of the purchase of this property. The purchase of the land, construction and other related project costs will be financed by the issuance of General Obligation Capital Improvement Bonds. Bonds will likely be issued after award of the construction contract in 2018. Until bonds are issued the project will be internally financed and a 1-day interfund loan will be recorded at year-end. Upon Council approval of the land purchase the Finance Director will prepare a declaration of official intent allowing the City to reimburse itself for payments made prior to the issuance of debt. The declaration of intent will include costs related to the land purchase and rough estimate of construction and other related costs. The declaration of intent can be modified at any time and will likely be modified upon award of construction contract.

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

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
AARON PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*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 & Kenneth Rohlf, City Attorneys
DATE: October 9, 2017
RE: Purchase of Property from William G. Carlson and Muriel J. Carlson

Section 1. Background. The Council will consider approval of two Purchase Agreements with William G. Carlson and Muriel J. Carlson (“Carlson”). The property owned by the Carlson’s is located at Highway 52/55 and Concord Boulevard and will be used as the location of the City’s new fire station. The City desires to acquire property which is sufficient in size to accommodate the fire station campus. The City has identified the Carlson property to be suitable in size for the public purpose of the City’s fire station campus. The Carlson’s will only agree to the sale of their property if the entirety of their parcel (11.68 acres) is purchased. Below are the salient provisions for the two Purchase Agreements.

Section 2. Salient Provisions – 5 Acre Parcel.

The salient provisions of the 5 Acre Parcel Purchase Agreement are as follows:

1. The City will be acquiring all 11.68 acres of the Carlson’s property. However, the City’s acquisition will be done under two Purchase Agreements; one for a 5 acre tract and the other for the remaining 6.68 acre tract. The acquisitions will be done simultaneously.
2. The Purchase Price paid to the Carlson’s for the 5 acre parcel is \$840,000.00. The purchase includes the lands and the buildings located on the 5 acre property. Carlson’s are entitled to remove certain “rock boulders;” (ii) certain flowers and/or landscaping items and (iii) a small portable garden shed from the property.
3. The City will pay a non-refundable earnest money deposit of \$5,000.00 that the Carlson’s will receive and use for their down payment toward a replacement property they are buying.
4. The Purchase Price will be paid at Closing.
5. The Closing will occur on or before October 31, 2017.

6. The Carlson's have agreed to waive any relocation benefits they may be entitled to receive as part of the acquisition of the 5 acre parcel. The Carlson's will not receive any moving costs.
7. The Carlson's will deliver a Warranty Deed.
8. Real Estate taxes payable in the year 2017 will be prorated as of the Closing Date.
9. There are no levied and pending assessments that exist against the property.
10. The Carlson's are responsible for utilities until the Closing Date.
11. The Carlson's will pay all mortgages, judgments, liens and/or tax liens that exist against the Property as of the Closing Date.
12. The Carlson's are paying the state deed tax.
13. The City is paying all closing fees for Closing at the title company.
14. The Carlson's are paying for the cost of recording all documents necessary to place record title in the condition warranted by the Carlson's in this Agreement and the City is paying for the cost of recording the Warranty Deed and all other documents.
15. The City is paying for the title commitment and the title insurance premium.
16. Closing is contingent upon:
 - a. Standard contingencies related to title, environmental, structural, engineering, geological and legal evaluation;
 - b. The City approving a lot split for the 5 acre and 6.68 acre parcels;
 - c. Simultaneous closings on the 5 acre and 6.68 acre parcels;
 - d. The Carlson's acquisition of the Dalton Court property occurring on or before the Closing on the 5 acre parcel; and
 - e. Planning Commission reviewing the acquisition of the 5 acre tract in relation to the Comprehensive Plan.
17. Closing is NOT contingent upon:
 - a. Modification of the City's Comprehensive Plan to permit the City's use of the property as a fire station;
 - b. Rezoning of the property to and an Institutional Zoning; and
 - c. The extension of MUSA to service the Carlson property.

18. The Carlson's understand and acknowledge that the City is purchasing the Property to build a fire station and that the City will be installing city sewer and water to serve that fire station. The Carlson's agrees that, from the date the purchase agreement is signed until the expiration of the lease for the 5 acre parcel, the City may co-occupy the Property, in the area shown in cross-hatching on Exhibit E of the 5 acre parcel Purchase Agreement, for the purposes of investigating, surveying, performing soil or environmental testing, installing sewer and water lines, grading and all other uses necessary to prepare for the construction of a fire station, provided such co-occupancy does not interfere with the Carlson's use and occupancy of the dwelling and auxiliary building on the five (5) acre parcel.
19. After Closing, while they are building their new house, the Carlson's will occupy the 5 acre property under a leaseback agreement with the City.
 - a. Rent on the lease will be \$1.00 per month;
 - b. The Lease will terminate on or before June 30, 2018;
 - c. Carlson's will pay utilities during tenancy;
 - d. The City will pay real estate taxes during the lease;
 - e. Carlson's will pay for any repair/replace/maintenance up to \$25,000 for a single repair; and
 - f. City will pay for any repair/replace/maintenance over \$25,000 for a single repair.

Section 3. Salient Provisions – 6.68 Acre Parcel.

The salient provisions of the 6.68 Acre Parcel Purchase Agreement are as follows:

1. The City will be acquiring all 11.68 acres of the Carlson's property. However, the City's acquisition will be done under two Purchase Agreements; one for a 5 acre tract and the other for the remaining 6.68 acre tract. The acquisitions will be done simultaneously.
2. The Purchase Price paid to the Carlson's for the 6.68 acre parcel is \$1,095,000.00. The purchase is for the acquisition of vacant property. Carlson's are entitled to remove certain "rock boulders;" (ii) certain flowers and/or landscaping items and (iii) a small portable garden shed from the property.
3. The City will pay a non-refundable earnest money deposit of \$5,000.00 that the Carlson's will receive and use for their down payment toward a replacement property they are buying.
4. The Purchase Price will be paid at Closing.
5. The Closing will occur on or before October 31, 2017.
6. The Carlson's are not entitled to any relocation benefits as part of the acquisition of the 6.68

acre parcel. The Carlson's will not receive any moving costs.

7. The Carlson's will deliver a Warranty Deed.
8. Real Estate taxes payable in the year 2017 will be prorated as of the Closing Date.
9. There are no levied and pending assessments that exist against the property.
10. The Carlson's are responsible for utilities until the Closing Date.
11. The Carlson's will pay all mortgages, judgments, liens and/or tax liens that exist against the Property as of the Closing Date.
12. The Carlson's are paying the state deed tax.
13. The City is paying all closing fees for Closing at the title company.
14. The Carlson's are paying for the cost of recording all documents necessary to place record title in the condition warranted by the Carlson's in this Agreement and the City is paying for the cost of recording the Warranty Deed and all other documents.
15. The City is paying for the title commitment and the title insurance premium.
16. Closing is contingent upon:
 - a. Standard contingencies related to title, environmental, structural, engineering, geological and legal evaluation;
 - b. City approving a lot split for the 5 acre and 6.68 acre parcels;
 - c. Simultaneous closings on the 5 acre and 6.68 acre parcels;
 - d. The Carlson's acquisition of the Dalton Court property occurring on or before the Closing on the 6.68 acre parcel; and
 - e. Planning Commission reviewing the acquisition of the 6.68 acre tract in relation to the Comprehensive Plan.
17. Closing is NOT contingent upon:
 - a. Modification of the City's Comprehensive Plan to permit the City's use of the property as a fire station;
 - b. Rezoning of the property to and an Institutional Zoning; and
 - c. The extension of MUSA to service the Carlson property.
18. The Carlson's understand and acknowledge that the City is purchasing the Property to build a fire station and that the City will be installing city sewer and water to serve that fire

station. The Carlson's agrees that, from the date the purchase agreement is signed until the expiration of the lease for the 5 acre parcel, the City may co-occupy the Property, in the area shown in cross-hatching on Exhibit C of the 6.68 acre parcel Purchase Agreement, for the purposes of investigating, surveying, performing soil or environmental testing, installing sewer and water lines, grading and all other uses necessary to prepare for the construction of a fire station, provided such co-occupancy does not interfere with the Carlson's use and occupancy of the dwelling and auxiliary building on the five (5) acre parcel.

Section 4. Council Action. The City Council is asked to consider approval of the attached Resolution approving the Purchase Agreements.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING TWO PURCHASE AGREEMENTS BETWEEN THE
CITY OF INVER GROVE HEIGHTS AND WILLIAM G. CARLSON AND MURIEL J.
CARLSON RELATING TO THE PURCHASE OF PROPERTY GENERALLY
LOCATED AT 9250 COURTHOUSE BLVD., IN INVER GROVE HEIGHTS,
MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX IDENTIFICATION
NUMBERS 20-02100-01-013 AND 20-02100-01-015**

WHEREAS, William G. Carlson and Muriel J. Carlson own 11.68 acres of real property generally located at 9250 Courthouse Blvd., Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No.'s 20-02100-01-013 and 20-02100-01-015 described in the Purchase Agreements attached hereto as Exhibit A and Exhibit B (Carlson Property); and

WHEREAS, the City of Inver Grove Heights has determined that the Carlson Property is sufficient in size to accommodate the City's intended fire station campus.

WHEREAS, the City's public purpose for acquiring the Carlson Property is for the City's intended fire station campus.

WHEREAS, the Carlson's will only agree to the sale of the Carlson Property if the entirety of the Carlson Property (11.68 acres) is purchased by the City; and

WHEREAS, the City intends to acquire all 11.68 acres of the Carlson Property, which acquisition will be done under two Purchase Agreements; one for a 5 acre parcel and the other for the remaining 6.68 acre parcel.

WHEREAS, the City and the Carlson's intend for the acquisitions to be closed simultaneously on or before October 31, 2017

WHEREAS, the City and William G. Carlson and Muriel J. Carlson have negotiated the attached Purchase Agreements for the sale of the Carlson Property by William G. Carlson and Muriel J. Carlson to the City for the purchase price of \$840,000.00 (5 acre parcel) and \$1,095,000.00 (6.68 acre parcel); and

WHEREAS, the Memorandum to Council of even date herewith sets forth the salient provisions of the 5 acre parcel and the 6.68 acre parcel Purchase Agreements;

WHEREAS, attached to this Resolution as Exhibit A and Exhibit B are the 5 acre parcel and the 6.68 acre parcel Purchase Agreements.

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

1. The City Council hereby determines that the City's public purpose for acquiring the Carlson Property is for the City's intended fire station campus.
2. The City Council hereby approves the two attached Purchase Agreements with William G. Carlson and Muriel J. Carlson for acquisition of the Carlson Property at a purchase price of \$840,000.00 for the 5 acre parcel and \$1,095,000.00 for the 6.68 acre parcel.
3. The Mayor and City Clerk are authorized to sign the Purchase Agreements attached hereto and incorporated herein as Exhibit A and Exhibit B.
4. The City Council hereby directs City personnel and the City Attorney to perform those actions necessary to accomplish the acquisition of the Carlson Property pursuant to the terms of the Purchase Agreements.

Passed this 9th day of October, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
5 Acre Parcel Purchase Agreement

EXHIBIT B
6.68 Acre Parcel Purchase Agreement

PURCHASE AGREEMENT
5.0 Acre Parcel

This Agreement is made this 9th day of October, 2017, by and between **William G. Carlson and Muriel J. Carlson**, husband and wife as joint tenants, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer" or "City").

1. **Purchase and Sale of Property.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **9250 Courthouse Blvd., Inver Grove Heights, Minnesota 55077 [Property Identification Number TBD after lot split]** and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the following items of personal property and fixtures to the extent owned by Seller and currently located on the Property: garden bulbs, plants, shrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, curtains-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in electronic air filters, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").
 - a. Notwithstanding the foregoing, the acquisition of the Property shall exclude the following: (i) certain "rock boulders;" (ii) certain flowers and/or landscaping items identified by Seller on Exhibit D and (iii) a small portable garden shed used for tools to care for the flowers. Seller, at Seller's expense, shall be permitted to move the items set forth in this paragraph for a period of one hundred twenty (120) days following the Closing.
2. **Purchase Price.** Subject to Section 6, at Closing, Buyer will pay Seller Eight Hundred Forty Thousand and No/Dollars (\$840,000.00) ("**Purchase Price**").

Earnest Money. Within ten business (10) days after execution of this Purchase Agreement, Buyer shall pay to Sellers Five Thousand Dollars (\$5,000.00) as Earnest Money, which Earnest Money shall be credited to the Purchase Price at Closing. The Earnest Money shall be non-refundable except for Sellers' failure to convey the Property to Buyer pursuant to the terms of this Agreement.
3. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of

legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that Seller will make such waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

Buyer and Seller agree that this is a voluntary sale by Seller. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on **Exhibit B** and the final form of which will be subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

4. **Date and Location of Closing.** The Date of Closing for the Property shall be on or before ten (10) business days after (i) all contingencies set forth in Section 22 hereof have been satisfied or (ii) all contingencies set forth in Section 22 hereof have been waived by Buyer. In all events, unless otherwise agreed to by the parties, Closing shall occur no later than October 31, 2017. Closing shall occur at DCA Title located at 750 Main Street (The Village), Suite 208, Mendota Heights, MN 55118 (hereafter "Title Company").
5. **Possession Date.** The Possession Date shall be the Date of Closing subject to the lease as provided for in paragraph 41.
6. **Payment of Purchase Price.** Subject to the full and timely performance by Seller and the satisfaction of all contingencies herein contained, the Purchase Price of Eight Hundred Forty Thousand and No/Dollars (**\$840,000.00**), less the credit for the Earnest Money, shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer.
7. **Property and Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain a Phase I Environmental Site Assessment of the Property. Buyer may, at Buyer's sole cost and

expense, perform additional environmental investigation, if needed, with respect to the Property. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property.

8. **Moving Costs.** Seller shall not be entitled to any moving costs to move Seller's personal property or possessions as part of this transaction, including those items identified in Section 1(a) hereof.
9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date free of any liens and encumbrances.
10. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) The lien of current taxes not yet due and payable;
 - d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.
11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing. Buyer shall be responsible for the payment of all real estate taxes levied against the Property after Closing.
12. **Special Assessments.** There are no levied or pending special assessments against the property.
13. **Title.** Buyer, at Buyer's cost, shall obtain a Commitment of Title Insurance in the amount of \$840,000.00 from the Title Company for the Property. Within twenty (20) days after the date set forth in the introductory clause of this Agreement the Buyer shall examine the title and make any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 30 days to make such

title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty (20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 30 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.

Buyer shall pay the title insurance commitment fee and the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) other than normal household and agricultural products have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that to the best of Seller's knowledge, there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property other than the septic system.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property other than normal household and agricultural products.

Seller also warrants that to the best of Seller's knowledge, no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Notwithstanding the foregoing, Seller advises Buyer that in the northerly portion of the property there are remnants of an old foundation, which is believed to be the foundation of the original homestead on the property.

Seller warrants that to the best of Seller's knowledge the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

"Environmental Law" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, CERCLA, RCRA, MERLA, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

15. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.

16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.
18. **Wells.** There is an existing well on the Property as disclosed by Seller on a Well Disclosure form, attached hereto and incorporated herein as Exhibit A-1.
19. **Sewage Treatment System.** There is an individual sewage treatment system or septic tank on or serving the Property as disclosed by Seller in a Private Sewer System Disclosure form, attached hereto and incorporated herein as Exhibit A-2. To the best of the Seller's knowledge, as of the Date of Closing, the Sewage Treatment System located on the Property conforms with Minn. Rules Chapter 7080 (as amended from time to time), and any rules pertaining to Sewage Treatment Systems promulgated by Dakota County and the City of Inver Grove Heights.
20. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property after 1978 and therefore no Lead Paint Addendum is required.
21. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.
22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to the Date of Closing, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
 - (a) any recorded easements to which the Property is subject;
 - (b) the status of any encumbrances and the marketability of title with respect to the Property;
 - (c) any physical encroachments on the Property;
 - (d) the soil, ground, environmental, engineering, structural, physical, geological and legal inspections of the Property;
 - (e) the physical condition of the Property and the buildings located thereon;

- (f) The City approving a lot split of the 11.68 acre tract currently owned by Seller into two lots. One lot will comprise the Property and be approximately 5.0 acres in size and the second lot will consist of approximately 6.68 acres;
- (g) The Buyer and the Seller entering into a purchase agreement of even date herewith for the acquisition by Buyer of Seller's property that will remain after the Property (approximately 6.68 acre tract) is separated via lot split from the overall 11.68 acre tract currently owned by Seller. Closing on the purchase of the 6.68 acre tract by Buyer from Seller shall occur on the same date as the Closing on the Property;
- (h) Closing on the Seller's acquisition of the Dalton Court Property occurring on or before the date of the Closing on the Property;
- (i) The Planning Commission of the City finding that the acquisition of the Property is consistent with the Comprehensive Plan;
- (j) Prior to Closing, Seller and Buyer signing the Residential Lease Agreement, in the form attached hereto and incorporated herein by reference as Exhibit C, for the lease of the Property from Buyer back to the Seller after Closing; and
- (k) The City acquiring the Seller's 6.68 acre tract contemporaneously with the acquisition of the Property.

In the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before the Date of Closing, shall give written notice to Seller that the conditions precedent have not been met and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

- 23. **"As Is" Condition.** Subject to Section 14 and the Seller's indemnification obligation as set forth in Section 24 hereof, Buyer accepts the buildings and structures on the Property in their "As Is" condition. Notwithstanding the foregoing, except for those items Buyer requests that Seller leave, Seller shall remove all materials, clothing, equipment, movable appliances, household items, furniture, loose lumber and any other personal effects from the Property prior to the termination of the lease provided for in paragraph 22 (p). If the Seller fails to remove the items set forth in the preceding sentence in a timely fashion, the Buyer may do the same and charge all costs incurred by the Buyer to perform such work to the Seller and Seller shall make payment directly to the Buyer within five (5) days after invoicing by the Buyer.
- 24. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs,

expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to a breach of any of Seller's warranties made in Paragraph 14 [Environmental Warranties].

25. **Intentionally Omitted.**
26. **Acknowledgment of Fair Market Value.** Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.
27. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.
28. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
29. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.
30. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
31. **Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
33. **Time of Essence.** Time is of the essence in the closing of this transaction.
34. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

35. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
36. **Closing Costs.**
- 36.1. **Utilities.** Seller shall be responsible for utilities until the Closing Date.
- 36.2. **State Deed Tax.** Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.
- 36.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 36.4. **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a closing fee shall be paid by Buyer.
- 36.5. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.
37. **Closing Documents.**
- 37.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following documents to be effective as of the Closing Date:
- a.) A Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.
 - b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.
 - c.) A Certificate signed by Seller (i) warranting that either Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I or (ii) describes the location of the Wells on the Property as required by law.
 - d.) Waiver of Relocation Benefits – Exhibit B;

- e.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances;
- f.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

37.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

- a.) Wire transfer or certified check in the sum of \$840,000.00 less the Earnest Money for the Property;
- b.) Standard Affidavit of Buyer.
- c.) Such other closing documents which the Seller may reasonably request.

38. **Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

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

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Muriel and William Carlson
9250 Courthouse Blvd.
Inver Grove Heights, MN 55077

39. **No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

40. **Sole Occupant.** Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant, if any, of the Property.
41. **Leaseback of Property by Seller from Buyer.** From and after the Date of Closing, Seller shall be entitled to retain possession of the Property as provided in the terms and provisions of that certain Residential Lease Agreement, attached hereto and incorporated herein by reference as Exhibit C.
42. **Seller Contingency.** This sale is contingent on Seller being able to acquire Lot 3 Block 1, Hatchard Estates located on Dalton Court within the City of Inver Grove Heights (Dalton Court Property) without any restrictions that would prevent Seller from constructing a 1,600 square foot accessory building on the Dalton Court Property.
- a. Closing on the Dalton Court Property shall occur on or before the Closing on the Property;
 - b. Prior to physically beginning construction of a home on the Dalton Court Property, Seller may commence construction of a 1,600 square foot accessory building on the Dalton Court Property with the following conditions all of which must be met:
 - 1. Seller submitting plans for the 1,600 square foot accessory building to the City; The City approving the plans for the 1,600 square foot accessory building prior to the commencement of construction;
 - 2. Seller obtaining a building permit for the 1,600 square foot accessory building prior to the commencement of construction;
 - 3. Seller submitting plans to construct a home on the Dalton Court Property;
 - 4. Seller obtaining a building permit to construct a home on the Dalton Court Property;
 - 5. A condition of the building permit for the accessory building is that Seller must begin physical construction of the home no later than May 1, 2018; and Seller accepts this condition as part of the building permit for the accessory building; and
 - 6. Seller must begin physical construction of the home on the Dalton Court Property no later than May 1, 2018.
 - c. Seller shall pay all costs associated with any building permit(s) issued on the Dalton Court Property.
43. **Co-occupation of the Property prior to Closing.** Tenant understands and acknowledges that Landlord is purchasing the Property to build a fire station and that Landlord will be installing city sewer and water to serve that fire station. Tenant agrees that, from the date hereof until the expiration of the lease for the 5 acre parcel, Landlord may co-occupy the

Property in the area shown in cross-hatching on the attached Exhibit E for the purposes of investigating, surveying, performing soil or environmental testing, installing sewer and water lines, grading and all other uses necessary to prepare for the construction of a fire station, provided such co-occupancy does not interfere with Tenant's use and occupancy of the dwelling and auxiliary building on the five (5) acre parcel.

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OWNER:

CITY OF INVER GROVE HEIGHTS

By: _____
Muriel J. Carlson

By: _____
George Tourville, Mayor

By: _____
William G. Carlson

Attest: _____
Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

TO BE DETERMINED

Abstract Property

EXHIBIT A-1
Well Disclosure form

EXHIBIT A-2
Private Sewer System Disclosure

EXHIBIT B
WAIVER OF RELOCATION BENEFITS FORM

WAIVER OF RELOCATION BENEFITS

THIS WAIVER OF RELOCATION BENEFITS AGREEMENT ("Agreement"), dated this ____ day of _____, 2017, is entered into between the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "**City**") and **William G. Carlson and Muriel J. Carlson**, husband and wife as joint tenants, (hereinafter referred to as the "**Owner**").

I. RECITALS

- 1.01 City means City of Inver Grove Heights a municipal corporation organized under the laws of the State of Minnesota, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner owns property in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Numbers 20-02100-015-01 and 20-02100-013-01.
- 1.03 City has requested to purchase from Owner certain real estate owned by Owner which is located in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Numbers 20-02100-015-01 and 20-02100-013-01, which is legally described on the attached Exhibit A ("Subject Property").
- 1.04 Pursuant to Minnesota Statutes § 117.521, Owner desires to waive all possible claims that Owner may have for relocation benefits pursuant to Minnesota and federal law.
- 1.05 City has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

Relocation Assistance: Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.

Relocation Services: Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.

Relocation Payments:	Estimated Price differential payment	\$
	Estimated moving costs	\$
	Estimated Closing costs	<u>\$</u>
	Total:	\$

Relocation Benefits: Relocation benefits would include all of the above. **(Assistance, Services and Payments)**

1.06 Owner specifically represents and agrees that he is entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the City, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the **\$840,000.00** paid by City as the purchase price for subject property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes Chapter 117 and other provisions of state and federal law, including any claim for such assistance, services, payments and benefits arising by virtue of Owner holding over on the

Property after the Closing Date by way of a lease. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property and the Payment of Relocation Benefits for the total unallocated sum of \$840,000.00.

- 2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapters 548 or 677; or Laws 1973, chapters 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapters 462, 458, or 458c. The Subject Property is not situated wholly or in part within a redevelopment district.
- 2.03 City and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. City represented that City would not acquire the Subject Property in the event that negotiations between City and Owner had failed to result in an amicable purchase agreement.

If the purchase agreement requiring this Agreement is not completed, the City has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

The Owner and City agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As City and Owner agree that this is a voluntary sale, state and federal law permit the City to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner is required to sign this waiver of relocation benefits Agreement. The City arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

- 2.04 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

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

OWNER:

CITY OF INVER GROVE HEIGHTS

By: _____
Muriel J. Carlson

By: _____
George Tourville, Mayor

By: _____
William G. Carlson

Attest: _____
Michelle Tesser, City Clerk

By: _____
Timothy J. Kuntz,
Attorney for the City of
Inver Grove Heights

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

I, Steven Carlson, being duly sworn, hereby confirm the following:

1. My business address is 1515 East 66th Street, Suite 104, Richfield, MN 55423.
2. I witnessed the execution of the foregoing agreement by the Owner.
3. I was not personally involved in the acquisition of the Subject Property by the City of Inver Grove Heights from the Owner.
4. I did explain, on behalf of the City, the contents of the foregoing Waiver of Relocation Benefits to the Owner. The explanation was conducted in an understandable manner. The Owner appeared to understand the terms and conditions of the foregoing agreement.
5. No express or implied threats of taking the Subject Property by eminent domain were made by the City or its representatives to the Owner. Nor, to my knowledge, did the City make any other threats or its representative throughout the entire process of acquiring the property that were intended to induce the Owner to waive their relocation assistance or benefits.
6. To the best of my information and belief, the Owner entered into said agreement voluntarily.

Witness

Subscribed and sworn to before me
this ____ day of _____, 2017.

Notary Public

EXHIBIT A (to Waiver of Relocation Benefits Form)
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

TO BE DETERMINED

Abstract Property

EXHIBIT C
RESIDENTIAL LEASE AGREEMENT

1. Landlord and Tenant agree to the following terms. The terms used herein shall have the same meaning as set forth in that certain Purchase Agreement dated October 9, 2017.
2. **TENANTS.** (Each adult who signs this Lease is a “Tenant.”) Muriel J. Carlson and William G. Carlson, husband and wife. The Tenants, namely Muriel J. Carlson and William G. Carlson shall be the only occupants of the Property.
3. **LANDLORD.** City of Inver Grove Heights, a Minnesota municipal corporation.
4. The **Premises** (“Premises”) means the dwelling located at **9250 Courthouse Blvd., Inver Grove Heights, Minnesota 55077.**
5. **Starting Date of Possession** shall be on the Date of Closing as provided in the Purchase Agreement; Subject to the early termination by the Tenant, the **Ending Date of Possession** shall be on, or before, June 30, 2018.
6. **Term of Lease.** This lease shall terminate on, or before, June 30, 2018; provided however, Tenant may cancel this Lease upon thirty (30) days advance written notice.
7. **Monthly Rent** \$1.00;
8. **Utilities.** Throughout the term of this Lease, Tenant shall pay directly to the Service provider the following Utility charges: Natural gas, water and sewer, electricity, fuel oil, garbage collection, telephone, cable communication, internet, any other utility or service pertaining to the Premises. At the Ending Date of Possession, all charges for utilities used by Tenant shall be paid in full by Tenant.
9. **Minor Repairs.** Minor Repairs shall mean any repair, replacement or maintenance costing less than \$25,000 for a single repair, replacement or maintenance.
10. **Major Repairs.** Major Repairs shall mean any repair, replacement or maintenance costing more than \$25,000 for a single repair, replacement or maintenance.
11. **THE FOLLOWING APPLIANCES ARE INCLUDED FOR USE DURING THE LEASE TERM:** Any appliances listed in Section 1 of the Purchase Agreement.
12. The person authorized to manage the Premises and accept service of process and receive and give receipts for notices on behalf of the Landlord is:

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

13. List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

NONE

TERMS OF THIS LEASE

1. **OCCUPANCY AND USE.** Only the Tenants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.
7. **RENT.** Tenant covenants and agrees to pay to Landlord at the address set out in Item 12 of the Data Sheet rent at the following rates and times: Monthly Rent at the rate set out in Item 7 of the Data Sheet payable monthly, in advance, on the first day of each calendar month, or part thereof, during the Term. Provided Tenant pays the Monthly Rent, Tenant shall be permitted to occupy the Premises for the duration of the Lease.
3. **UTILITIES.** Tenant shall pay for all costs and expenses for any utility service, including but not limited to telephone, gas and electric, at the Premises during the Lease term.
4. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, repair, or maintenance for any damage that exists or occurs at the Premises during the Lease term.
5. **TENANT PAYS FOR MINOR REPAIRS.** If Landlord requires such repair, Tenant shall pay for all costs and expenses for any Minor Repairs that exists or occur at the Premises during the Lease term.
6. **LANDLORD PAYS FOR MAJOR REPAIRS.** Landlord shall pay for all costs and expenses for any Major Repairs that exists or occur at the Premises during the Lease term.
7. **LANDLORD PAYS FOR REAL ESTATE TAXES.** Landlord shall pay, during the term of the Lease, the real estate taxes for the Premises.
8. **ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.
9. **PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Tenant must remove any debris and must leave the home in a clean and orderly state. At the termination of the Lease, Landlord and Tenant shall inspect again and complete a second inspection sheet. If the Tenant fails to remove all personal property, furnishings, rubbish, debris, and other materials from the Property at the termination of the Lease, the Tenant shall be responsible for the payment of all costs and expenses incurred by Landlord to remove the personal property.

10. TENANT'S PROMISES.

- A. Tenant shall make necessary Minor Repair, and perform property maintenance of the Premises.
- B. Tenant shall, as soon as known, notify the Landlord of the need to make any Major Repair.
- C. Tenant shall not allow damage to the Premises.
- D. Tenant shall not allow waste of the Utilities or services.
- E. Tenant shall make no alterations or additions to the Premises.
- F. Tenant shall remove no fixtures.
- G. Tenant shall not paint the Premises without Landlord's written consent.
- H. Tenant shall keep the Premises clean and tidy.
- I. Tenant shall not unreasonably disturb the peace and quiet of others.
- J. Tenant shall not interfere with the management of the Premises and shall not allow Tenant's guests to do so.
- K. Tenant shall use the Premises only as a private residence.
- L. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
- M. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
- N. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
- O. Tenant shall notify Landlord in writing of any repairs that Tenant will make.
- P. Tenant shall recycle or dispose of trash in the containers provided for those purposes.
- Q. Tenant shall maintain the Premises such as cutting the lawn, removing the snow and keeping the walkways free of ice.

11. TENANT'S TELEPHONE. At the commencement of the Lease Term, Tenant shall give Landlord the Tenant's phone number and any other numbers at which the Tenant may be typically reachable.

12. RESTRICTIONS.

- A. **Waterbeds.** Tenant shall not have water beds or other water-filled furniture on the Premises.
- B. **Pets.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
- C. **Locks.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Tenant's expense.

13. **LANDLORD RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
14. **DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any injury or damage that was not caused by a willful act or the willful failure to act of Landlord.
15. **INDEMNIFICATION.** Tenant will indemnify, defend and hold the City harmless from any claims from third parties arising out of the use of the Premises during the term of the lease, except claims caused by the intentional acts of the City or the gross negligence of the City.
16. **WAIVER AND RELEASE.** Tenant, for itself and its successors and assigns hereby waives and forever releases the Landlord from all liability, and from all claims arising out of or related to the use of the Premises during the term of the lease, except claims caused by the intentional acts of the City or the gross negligence of the City.
17. **INSURANCE.** Tenant must obtain Renter's insurance to cover Tenant's personal possessions and provide proof of said insurance to Landlord prior to the commencement of the term. Tenant must also carry general liability insurance for the property in the amount of \$1,500,000 combined single limit (bodily injury and property damage); with respect to the general liability insurance policy, the Landlord will be named as an additional insured; this policy will bear an endorsement to the effect that the policy cannot be cancelled or changed without at least ten (10) prior written notice to the Landlord. Landlord will obtain and be responsible for the payment of insurance premiums relating to fire, casualty, and windstorm.
18. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services. The notice may be oral or in writing.
19. **ASSIGNMENT AND SUBLETTING.** Tenant shall neither assign Tenant's rights under the lease nor sublet part or all of the Premises without Landlord's written consent. The consent may be withheld for any reason or no reason.
20. **MOVING OUT OR HOLDING OVER.** Tenant must remove all personal possessions, non-structural property, personal property, furnishings, rubbish, debris, and other materials from the Property not later than 11:59 p.m. on the Ending Date of Possession. If the Tenant does not remove all personal possessions, non-structural property, personal property, furnishings, rubbish, debris, and other materials from the Property prior to the Ending Date of Possession, the Landlord may do the same and the Tenant, within thirty

(30) days of an invoice therefore, shall pay Landlord for all costs and expenses related thereto.

21. VACATING. When moving out, Tenant must:

- A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
- B. Completely vacate the Premises, including storage units, garage and grounds.
- C. Give Landlord a forwarding address.
- D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers.

22. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.

- A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease. To end the Lease, Tenant or Landlord shall give prompt written notice to the other.
- B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

23. BREACH OF LEASE [RE-ENTRY CLAUSE]. If Tenant materially breaches this Lease, Landlord may demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).

24. EXERCISE OF RIGHTS AND REMEDIES. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

25. SUBROGATION. Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

26. TERMS. Where appropriate, singular terms include the plural and plural terms include the singular.

27. MISREPRESENTATIONS. Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

28. NO ORAL AGREEMENTS. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

29. **NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

30. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

- A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
- B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in Minn. Stat. §617.80, subdivision 4, to occur on the Premises or in the common area and cartilage of the Premises.
- C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of Minn. Stat. §609.66, subdivision 1a, §624.713 on the property, its lands, or common area.

The following notice is required by Minn. Stat. §504B.305. A seizure under §609.5317, subd. 1, for which there is not a defense under §609.5317, subd. 3, constitutes unlawful detention by Tenant.

31. **CHANGES TO LEASE.** Landlord and Tenant may only change the terms of this Lease in writing.

32. **SMOKING.** (check one) ☐ Tenant may allow smoking on the Premises.
☒ Tenant shall not allow smoking on the Premises.

33. **ADDITIONAL TERMS.**

Tenant understands and acknowledges that Landlord is purchasing the Property to build a fire station and that Landlord will be installing city sewer and water to serve that fire station. Tenant agrees that, from the date hereof until the expiration of the lease for the 5 acre parcel, Landlord may co-occupy the Property in the area shown in cross-hatching on the attached Exhibit A of this Lease for the purposes of investigating, surveying, performing soil or environmental testing, installing sewer and water lines, grading and all other uses necessary to prepare for the construction of a fire station, provided such co-occupancy does not interfere with Tenant's use and occupancy of the dwelling and auxiliary building on the five (5) acre parcel.

Landlord and Tenant Agree to the Terms of this Lease

TENANTS:

By: _____

Muriel J. Carlson

By: _____

William G. Carlson

LANDLORD:

By: _____

George Tourville, Mayor

Attest: _____

Michelle Tesser, City Clerk

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

_____ Date: _____

_____ Date: _____

FIRST INSPECTION (**MOVING IN**) OF [ADDRESS]: _____

		Condition (check if OK)	Comments
Living Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Dining Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Kitchen	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
Entry	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		

		Condition (check if OK)	Comments
	Misc.		
Bedroom #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc		
Bedroom #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Bedroom #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Bathroom #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
B	Floor		

		Condition (check if OK)	Comments
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Family Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
Laundry Room	Misc.		
	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
	SMOKE DETECTOR		

We have inspected the Premises and have found it to be in the condition noted above.

TENANTS:

By: _____
Muriel J. Carlson

By: _____
William G. Carlson

Date:

LANDLORD:

By: _____
Joe Lynch, City Administrator

Date:

FIRST INSPECTION (**MOVING OUT**) OF [ADDRESS]: _____

		Condition (check if OK)	Comments
Living Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Dining Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Kitchen	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
Entry	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		

		Condition (check if OK)	Comments
	Misc.		
Bedroom #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Bedroom #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Bedroom #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Bathroom #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
B	Floor		

		Condition (check if OK)	Comments
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
Family Room	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
Laundry Room	Misc.		
	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
	SMOKE DETECTOR		

We have inspected the Premises and have found it to be in the condition noted above.

TENANTS:

LANDLORD:

By: _____
Muriel J. Carlson

By: _____
Joe Lynch, City Administrator

By: _____
William G. Carlson

Date:

Date:

ADDENDUM:

**EXHIBIT A
OF LEASE AGREEMENT
PERMITTED CO-OCCUPANCY AREA**

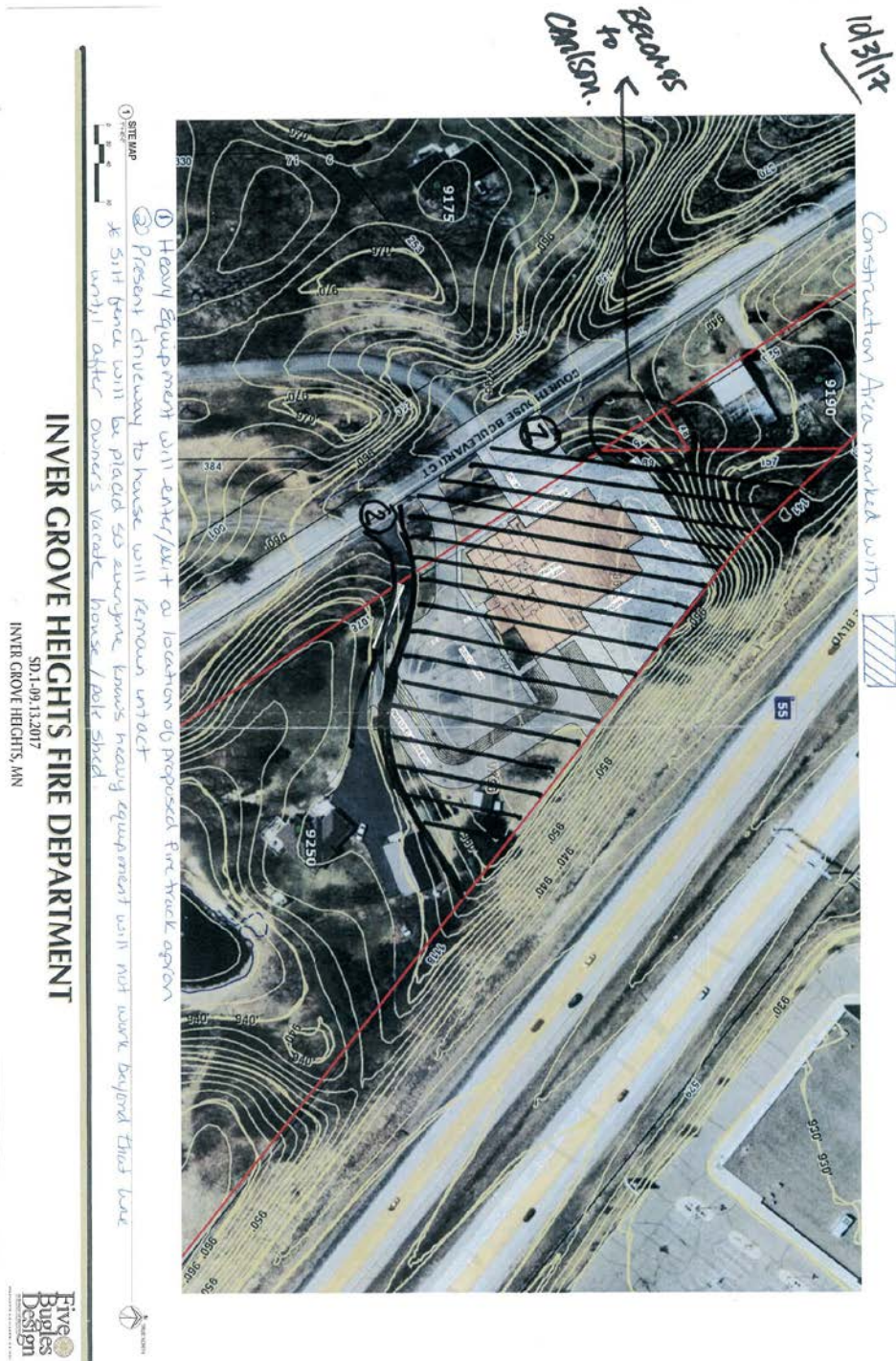
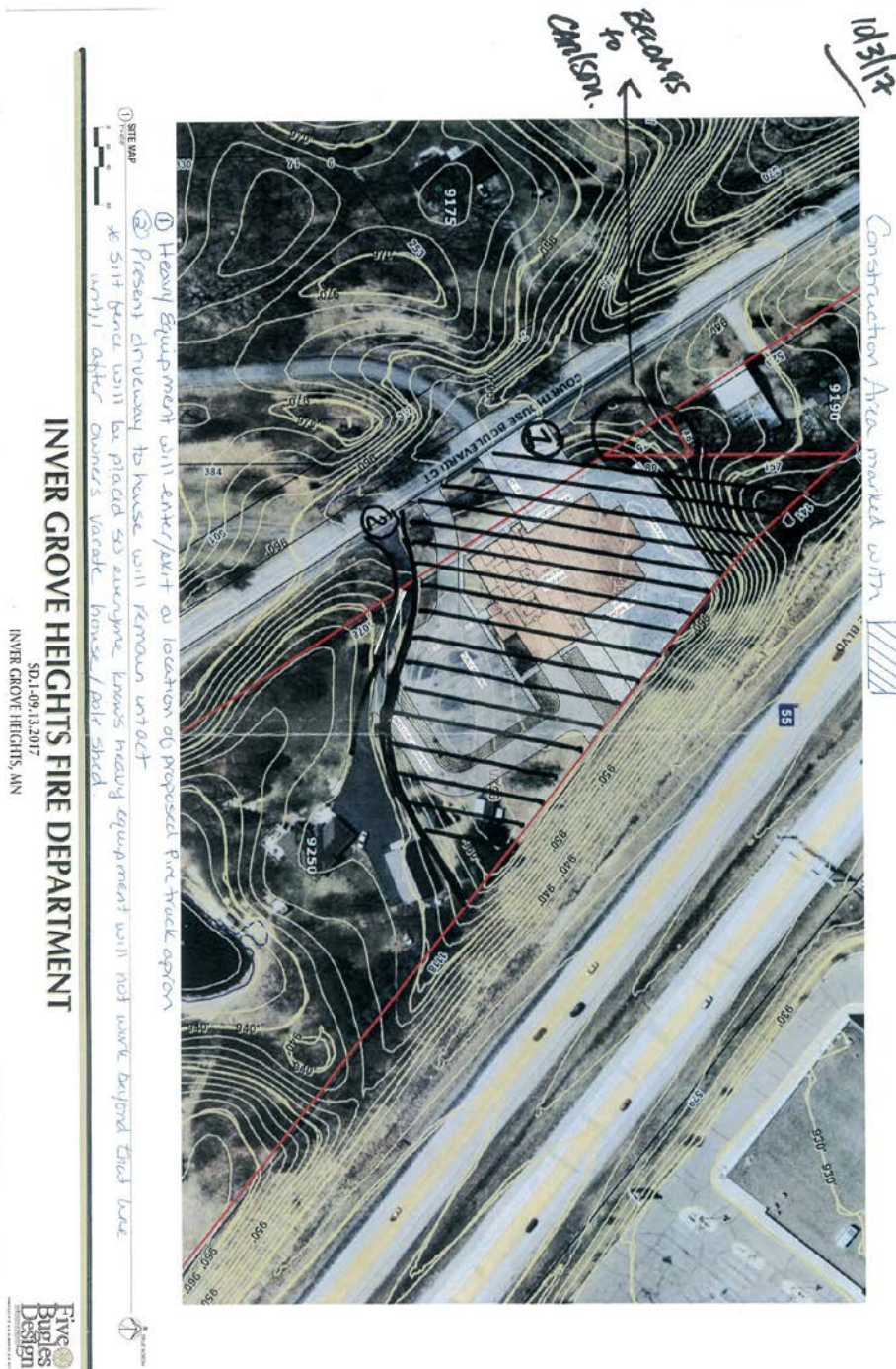


EXHIBIT D
ROCK BOULDERS, FLOWERS AND/OR LANDSCAPING

EXHIBIT E **PERMITTED CO-OCCUPANCY AREA**



PURCHASE AGREEMENT
6.68 Acre Parcel

This Agreement is made this 9th day of October, 2017, by and between **William G. Carlson and Muriel J. Carlson**, husband and wife as joint tenants, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer" or "City").

RECITALS

WHEREAS, Seller is the owner of approximately 6.68 acres of real property located in the City of Inver Grove Heights, and legally describe on Exhibit A, attached hereto and incorporated herein by reference, (hereinafter "**Property**"); and

WHEREAS, the City determined that to provide better fire and emergency services for the public, a new fire station was needed in the southern portion of the City; and

WHEREAS, the Seller understands that the City has the authority to acquire the Property for a fire station by eminent domain; and

WHEREAS without commencing an eminent domain proceeding, the City entered into negotiations with the Seller for the City to acquire the Property; and

WHEREAS, after extended negotiations, and without commencing eminent domain, the City and the Seller have agreed on the terms of the sale of the Property to the City, which terms are set forth in this Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises and the benefits contained herein, the parties do hereby covenant and agree as follows:

AGREEMENT

1. **Purchase and Sale of Property.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located generally at **9250 Courthouse Blvd., Inver Grove Heights, Minnesota 55077 [Property Identification Number TBD after lot split]** and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate (said property and said improvements, rights and privileges are hereinafter referred to as the "**Property**").
 - a. The acquisition of the Property shall exclude the following: (i) certain "rock boulders;" (ii) certain flowers and/or landscaping items identified by Seller on Exhibit B and (iii) a small portable garden shed used for tools to care for the flowers.

Seller, at Seller's expense, shall be permitted to move the items set forth in this paragraph for a period of one hundred twenty (120) days following the Closing.

2. **Purchase Price.** Subject to Section 6, at Closing, Buyer will pay Seller One Million Ninety-Five Thousand and No/Dollars (\$1,095,000.00) ("**Purchase Price**").

Within ten business (10) days after execution of this Purchase Agreement, Buyer shall pay to Sellers Five Thousand Dollars (\$5,000.00) as Earnest Money, which Earnest Money shall be credited to the Purchase Price at Closing. The Earnest Money shall be non-refundable except for Sellers' failure to convey the Property to Buyer pursuant to the terms of this Agreement.

3. **Relocation Benefits.** Seller is not entitled to any relocation benefits as a result of the acquisition of the Property by Buyer.

4. **Date and Location of Closing.** The Date of Closing for the Property shall be on or before ten (10) business days after (i) all contingencies set forth in Section 22 hereof have been satisfied or (ii) all contingencies set forth in Section 22 hereof have been waived by Buyer. In all events, unless otherwise agreed to by the parties, Closing shall occur no later than October 31, 2017. Closing shall occur at DCA Title located at 750 Main Street (The Village), Suite 208, Mendota Heights, MN 55118 (hereafter "Title Company").

5. **Possession Date.** The Possession Date shall be the Date of Closing.

6. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of One Million Ninety-Five Thousand and No/Dollars (**\$1,095,000.00**) less the credit for the Earnest Money, shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer.

7. **Property and Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain a Phase I Environmental Site Assessment of the Property. Buyer may, at Buyer's sole cost and expense, perform additional environmental investigation, if needed, with respect to the Property. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property.

8. **Moving Costs.** Seller shall not be entitled to any moving costs to move Seller's personal property or possessions, if any, as part of this transaction, including those items identified in Section 1(a) hereof.

9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date free of any liens and encumbrances.
10. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the “**Permitted Encumbrances**”):
- a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) The lien of current taxes not yet due and payable;
 - d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.
11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing. Buyer shall be responsible for the payment of all real estate taxes levied against the Property after Closing.
12. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay all principal and interest amounts owing on all levied, pending, deferred or postponed special assessments, including the installments, if any, payable in the year of Closing and thereafter.
13. **Title.** Buyer, at Buyer’s cost, shall obtain a Commitment of Title Insurance in the amount of \$1,095,000.00 from the Title Company for the Property. Within twenty (20) days after the date set forth in the introductory clause of this Agreement the Buyer shall examine the title and make any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 30 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 30 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.

Buyer shall pay the title insurance commitment fee and the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) other than normal household and agricultural products have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that to the best of Sellers' knowledge there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property other than normal household and agricultural products.

Seller also warrants that to the best of Sellers' knowledge no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of

buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that to the best of Sellers' knowledge the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

"Environmental Law" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, CERCLA, RCRA, MERLA, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

15. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.
16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.
18. **Wells.** Seller represents that there is no unsealed water well physically located on the Property.
19. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property.

20. **Lead Paint Disclosure.** Seller represents that there are no dwellings or buildings on the Seller Property.
21. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.
22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to the Date of Closing, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
- (a) any recorded easements to which the Property is subject;
 - (b) the status of any encumbrances and the marketability of title with respect to the Property;
 - (c) any physical encroachments on the Property;
 - (d) the soil, ground, environmental, engineering, structural, physical, geological and legal inspections of the Property;
 - (e) the physical condition of the Property and the buildings located thereon;
 - (f) The City approving a lot split of the 11.68 acre tract currently owned by Seller into two lots. One lot will comprise the Property and be approximately 6.68 acres in size and the second lot will consist of approximately 5.0 acres;
 - (g) The Buyer and the Seller entering into a purchase agreement of even date herewith for the acquisition by Buyer of Seller's property that will remain after the Property (approximately 5.0 acre tract) is separated via lot split from the overall 11.68 acre tract currently owned by Seller. Closing on the purchase of the 5.0 acre tract by Buyer from Seller shall occur on the same date as the Closing on the Property;
 - (h) Closing on the Seller's acquisition of the Dalton Court Property occurring on or before the date of the Closing on the Property;
 - (i) The Planning Commission of the City finding that the acquisition of the Property is consistent with the Comprehensive Plan;
 - (j) Prior to Closing, Seller and Buyer signing the Residential Lease Agreement, in the form attached to the five (5) acre parcel purchase agreement and incorporated therein by reference as Exhibit C, for the lease of the five acre parcel of property from Buyer back to the Seller after Closing; and
 - (k) The City acquiring the Seller's 5 acre tract contemporaneously with the acquisition

of the Property.

In the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before the Date of Closing, shall give written notice to Seller that the conditions precedent have not been met and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

23. **"As Is" Condition.** Subject to Section 14 and the Seller's indemnification obligation as set forth in Section 24 hereof, Buyer accepts the Property, in its "As Is" condition.
24. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to a breach of any of Seller's warranties made in Paragraph 14 [Environmental Warranties].
25. **Acknowledgment of Fair Market Value.** Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.
26. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.
27. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
28. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.
29. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
30. **Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
32. **Time of Essence.** Time is of the essence in the closing of this transaction.
33. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.
34. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
35. **Closing Costs.**
- 35.1. **Utilities.** Seller shall be responsible for utilities until the Closing Date.
- 35.2. **State Deed Tax.** Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.
- 35.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 35.4. **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a closing fee shall be paid by Buyer.
- 35.5. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.
36. **Closing Documents.**
- 36.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following documents to be effective as of the Closing Date:
- a.) A Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.
- b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there

are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.

- c.) A Certificate signed by Seller (i) warranting that either Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I or (ii) describes the location of the Wells on the Property as required by law.
- d.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances;
- e.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

36.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

- a.) Wire transfer or certified check in the sum of \$1,095,000.00 less the Earnest Money for the Property;
- b.) Standard Affidavit of Buyer.
- c.) Such other closing documents which the Seller may reasonably request.

37. **Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

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

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Muriel and William Carlson
9250 Courthouse Blvd.
Inver Grove Heights, MN 55077

38. **No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.
39. **Sole Occupant.** Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant of the Property.
40. **Co-occupation of the Property prior to Closing.** Tenant understands and acknowledges that Landlord is purchasing the Property to build a fire station and that Landlord will be installing city sewer and water to serve that fire station. Tenant agrees that, from the date hereof until the expiration of the lease for the 5 acre parcel, Landlord may co-occupy the Property in the area shown in cross-hatching on the attached Exhibit C for the purposes of investigating, surveying, performing soil or environmental testing, installing sewer and water lines, grading and all other uses necessary to prepare for the construction of a fire station, provided such co-occupancy does not interfere with Tenant's use and occupancy of the dwelling and auxiliary building on the five (5) acre parcel.

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OWNER:

CITY OF INVER GROVE HEIGHTS

By: _____
Muriel J. Carlson

By: _____
George Tourville, Mayor

By: _____
William G. Carlson

Attest: _____
Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

TO BE DETERMINED

Abstract Property

EXHIBIT B
ROCK BOULDERS, FLOWERS AND/OR LANDSCAPING

EXHIBIT C **PERMITTED CO-OCCUPANCY AREA**

