

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 23, 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. i. Minutes September 25, 2017 City Council Meeting
ii. Minutes October 2, 2017 City Council Work Session
- B. Resolution Approving Disbursements for Period Ending on October 18, 2017
- C. Resolution Certifying Delinquent Utility Bills
- D. Consider Awarding Contract for Custodial Services
- E. Approve Appointment to Fill Vacant Planning Commission Position
- F. Amend Assessment Roll for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation
- G. Financing Plan for Project #2014-10 Fire Station #2
- H. Approve Letter of Support for Local Road Improvement Program Funding Application
- I. Resolution for Dakota County's 2018-2022 Capital Improvement Program and Resolution Requesting Inclusion of Projects in the List of Projects to be Funded from the Transportation Sales and Use Tax
- J. Parking Restrictions on Broderick Boulevard between Concord Boulevard and 80th Street East for City Project No. 2015-09D – Broderick Boulevard Reconstruction
- K. Consider Resolution Requesting an Advancement of Municipal State Aid (MSA) Funding from the City's State Aid Construction Account for City Project No. 2016-08 – Trunk Highway 3 / 70th Street Intersection Improvements (Roundabout) and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project
- L. Consider Resolution Receiving the Feasibility Study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District) and Scheduling a Public Hearing
- M. Consider Pay Voucher No. 4 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- N. Accept 2018 Rates for Medical and Dental Insurance and Renewal Rates for the Supplement Insurance Plans
- O. Resolution Calling for a Public Hearing on the Issuance of Capital Improvement Plan Bonds for Fire Station #2

P. Consider Inver Grove Heights CVB 2018 Work Plan and Budget

Q. 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:**

7. **REGULAR AGENDA:**

I. **COMMUNITY DEVELOPMENT:**

A. **FRANK RAUSCHNOT SR.;** Consider the following resolutions for property located at 6751 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

B. **WASATCH STORAGE;** Consider the following resolutions for property located south of 50th Street, east of Hwy 52 and north of I-494:

a) A Resolution relating to a Conditional Use Permit to allow a mini-storage facility with outdoor vehicle storage.

b) A Resolution relating to a Variance from the minimum landscaping requirements

C. **WIDSETH SMITH NOLTING (River Heights Vineyard Church);** Consider a Resolution relating to a Major Site Plan review and related improvement agreements to construct a building addition on property located at 6070 Cahill Avenue.

II. **ADMINISTRATION:**

D. **CITY OF INVER GROVE HEIGHTS;** Request for Name Change of Hornbean Lake to Hornbeam Lake

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 25, 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 25, 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:

4. CONSENT AGENDA:

- A. Minutes September 6, 2017 City Council Work Session Minutes
 - B. **Resolution 17-171** Approving Disbursements for Period Ending on September 20, 2017
 - C. Consider Approval of Debt Financing Consent of Northfield Community Solar Garden Subscription Agreements with SolarStone Community LLC to Northfield Holdco LLC
 - D. Release of Various Recorded Documents Related to Plat of Windwood 2nd Addition
 - E. Approval of Extension Liquor License Permit for Mississippi Pub
 - F. Consider Pay Voucher No. 3 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
 - G. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 1 and Resolution 17-172 Accepting Work for City Project 2017-06 – Pedestrian Ramp Compliance
 - H. Consider a **Resolution 17-173** Receiving the Petition Requesting Street Reconstruction and Street Lighting for Atwater Path
 - I. Consider **Resolution 17-174** Accepting Proposal for Stormwater Plan Review Services from Emmons & Olivier Resources, Inc. for the Scenic Hills Development
 - J. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement (SWFMA) and Drainage and Utility Easement for 4908 Brent Avenue (Lots 29 and 30, Block 3, Nabersberg Addition)
 - K. Approve Custom Grading Agreement, Two Stormwater Facilities Maintenance Agreements and Drainage and Utility Easement for 4903 Brent Avenue (Lots 1 and 2, Block 1, Oakland Park)
 - L. Approve Drainage & Utility Easement for 8803 Inver Grove Trail (SW ¼ of the SW ¼ of Section 14, Township 27, Range 22, Dakota County, Minnesota)
 - M. Consider **Resolution 17-175** to Separate City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) into Two Phases by Establishing City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Authorizing a Feasibility Study on City Project No. 2017-03 – NWA Trunk Watermain Improvements **Resolution 17-176** – 65th Street Loop (Phase III of 2015-12)) Hwy 3 to Blackstone Ridge and Two **Resolutions 17-178** Approving Proposals Received from WSB & Associates, Inc. for City Project Nos. 2017-03 and 2017-24
 - N. Consider Property Exception Request for Bow Hunting and Target Practice
 - O. Personnel Actions
- Motion by Bartholomew, second by Hark, to approve all items on the consent agenda 4A-4O.**

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

- A. Continuance of the Public Hearing to Consider Resolution 17-179 for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01

Thureen presented on the item. The public hearing was opened on July 24, 2017. The hearing has remained open. Thureen stated that the council asked to keep the hearing open while MnDOT contacted property owners that will

Molly Klein, MnDOT stated this project is a reconstruct for Ann Marie Trail, T.H. 149 and Hwy 3 and includes improvements to the by-lanes, widening of road and realignment and mill/overlay. They are confirming municipal consent she stated the options are to approve municipal consent, deny or continue for 90 days. She stated there are two other projects on Hwy 3 that require a closure of Hwy 3. She stated delaying the project would mean delaying the other two projects.

Klein referred to the August 3, letter responding to the original project. She went over the concerns of property owners and stated review on their complaints were being discussed however, she stated negotiations with the property owners will move further once consent occurs.

COUNCILMEMBER Hark asked about the 149/Hwy 3 and questioned when survey hours and days are selected. Klein responded that the survey is a 12-hour count on a weekday. CM Hark described the congestion on the road from employees of Thomas Reuters Corp. Klein stated it's a 6am-6pm survey.

Councilmember Piekarski Krech stated MnDOT is not working in the best interest of the residents. She asked for a firm commitment that property owners won't lose their privacy. She stated negotiations won't benefit the residents.

Tourville asked that MnDOT staff have good faith negotiating with residents. Tourville stated there is no charge to the city for the mill and overlay on Robert Street.

Councilmember Piekarski Krech questioned why a resident can't have a driveway entrance on Robert Street. Klein stated it will be an intersection. She stated it's a MNDOT policy that states that a driveway entrance should be at a lower volume street. Councilmember Piekarski Krech discussed hardships with plowing in the future for those residents.

Dave Rudd, 9487 Rich Valley Blvd on the south corner. He stated he is concerned with the high beams and streetlights. He stated he currently has issues with headlights. He stated the plans on regulating speed hasn't been discussed. Klein stated that the street speed will not be lowered.

Julie Groetsh 9265 Avalon Path, she stated the intersection, sight lines are dangerous. She stated she is a resident and works for MnDOT. She stated she does right of way acquisitions for MnDOT and residents are compensated for trees, loss of land etc.

Councilmember Piekarski Krech stated residents are not compensated well enough for changes to their trees, driveway and loss of land. She discussed that the only monies received is to fix the damage, the project is not compensating for the hardships.

Joe Hardlan, 9430 Rich Valley Blvd, his concern is headlights and glare with all his trees being removed. He stated the compensation will be for burs or trees. Resident stated that the landscape should be a part of the project. He doesn't want to negotiate for landscape to be a part of the project. He discussed his access issues with the road changes.

Molly Klein, MnDOT representative stated landscaping would only be done if MnDOT owned the land. She stated the right of way (ROW) goes up to his driveway. She stated MnDOT is limited with the ROW available. She discussed that MnDOT will move trees and plant them onto the resident's property and they would be compensated for the trees. They discussed the expansion of his driveway for safety reasons.

Grant Pylkas, 1885 96th Street East, he stated he walks the streets and no one stops at the intersection. He asked why the roundabout was not discussed. Klein stated there are four options evaluated. She illustrated the options on the maps. She stated that the impacts of the roundabout were impactful to property owners and more expensive. Grant asked about crash statistics. MnDOT staff stated the alternatives (four) were reviewed by MnDOT and Dakota County. Klein stated it's perceived that this is a high accident area but the results don't show that to be true. She stated they understand the perception and that is why Dakota County approved the four alternatives. He stated \$3-5M (not included ROW) is the projected cost for a ROW project. The cost currently is \$350K for the improvements. MnDOT has limited funds and looked at helping improve streets/intersection that they can improve with the least amount of funds.

Dave Rudd, 9487 Rich Valley Blvd stated that the speeding issue is major, he stated a roundabout would slow down the traffic.

Tourville stated a roundabout would slow down traffic. He stated Robert Street sightlines will be improved at longer distance. He stated speed is an issue on the road.

Thureen stated if the project is going to advance they need a decision from the council this evening. He stated the decision of the council is dependent on the scope of the project.

Motion by Bartholomew, second by Hark, to close the public hearing that was opened on July 24, 2017 at 7:51PM.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Hark stated it would be a larger impact and significantly more if a roundabout is built. He stated this would involve more impacted.

Councilmember Piekarski Krech stated all you're doing is improving sight lines but it's two left turns. Councilmember Hark stated it's an improvement.

Klein stated that if this isn't improvement no removal of guard walls and safety improvements would be done. Councilmember Piekarski Krech asked if municipal consent can be given upon stipulations. Klein stated in the affirmative. Councilmember Bartholomew asked how can the city help negotiate with the resident and with MnDOT. Klein stated the consent can't be stipulated on resident negotiations. Matt Aguirre, MnDOT project manager, he discussed the condemnation process with the council and that MnDOT follows MN state statute.

The council asked that negotiations with those residents be in good faith.

Mayor Tourville stated that this street improvement does improve the safety of the project. Councilmember Hark stated this is not the best option but will improve the safety. He stated the roundabout isn't feasibility. Councilmember Bartholomew asked for MnDOT representatives to work with the residents in negotiating.

Motion by Hark, second by Bartholomew, to approve the Resolution 17-179 for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01. The council asked that MnDOT negotiate with residents in good faith.

Ayes: 4

Nays: 1 Piekarski Krech Motion carried.

B. Consider Resolution 17-180 Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

City Engineer Kaldunski presented on the item. He stated this project was submitted by the neighborhood by petition. Most signatures were received in the neighborhood. He stated this would be a standard street project including curb and gutter. He illustrated the area on the map. Kaldunski stated several meetings happened with the residents. Assessments will be assessed to residents. The total project cost is \$1.1M. He went over storm water improvements that will be incorporated in to the project. The assessment funding will be \$262K at a 23.7% cap and the remaining \$845K will come from the Pavement Management Program (PMP) Fund. He went over the benefit analysis cap is \$19,500. He talked about one property having a drainage assessment because two properties will be combined. He stated that tonight they are asking the council whether they would like to order the project.

He went over the communication to the property owners. He stated generally residents are supported of this project.

He went over the project schedule and stated that the project would begin in May 2018 and completion is construction in September 2018.

Councilmember Bartholomew asked about the drainage assessment of \$8500. He went over lot 13 of the map, he stated the property owner's lot has drainage only and not driveway on the road but two driveways on Robert Trail and that is why they get assessed that amount.

Tourville stated the minimum of assessment must be 20% of the project cost which is received.

Nancy Fox, 9445 Abigail Court, she stated she is in lot 10 and the road is falling apart. She stated the road wasn't done right the first time. She stated residents approve the assessment. Tourville stated the new roads will have a life time of 20-25 years.

Motion by Piekarski Krech, second by Perry, to close the hearing 8:20PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Perry, to ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction Resolution 17-180.

Ayes: 5

Nays: 0 Motion carried.

C. Consider Resolution 17-181 Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction

City Engineer Kaldunski presented on the item. He went over the details of the Broderick Blvd north segment. He stated the project cost is \$5.9M. He will go over full depth mill and repave and bituminous trail, storm water facilities, no parking, additions of curb and gutter and ADA pedestrian ramp improvement. He pointed out to areas of assessments. He stated lane modifications will occur after analysis including turning movements. He stated storm water will be improved. He illustrated on the map where the street improvement will occur.

The project funding total is \$5.9M. The funding will come from the following areas: PMP \$2M, MSA \$1.3M, Utility/Sewer/Water \$132,000. He discussed the work with the state legislature to get a state bond funding of \$1M. He discussed that a DEED grant of \$852K was awarded. He showed the past special assessment costs against the new proposed special assessment costs with the additional grant funding that staff worked diligently to attain.

Kaldunski went over the proposed assessment amount and the project time line.

Kaldunski stated that final assessment hearing is scheduled for Feb/March 2018 and construction begins April/May 2018.

Motion by Piekarski Krech, second by Hark, to accept an email from a resident.

Ayes: 5

Nays: 0 Motion carried.

Robert Henley, 8705 Baxter Way, he is a part of the Association Board member and has 54 members and they support the project and ask that it get approved to move it forward.

Mayor Tourville thanked DEED and the legislature for providing the city with the funds to help offset the cost.

Councilmember Piekarski Krech asked about the email from a resident with the concern of cost. The resident was present at the meeting. She stated staff has been helpful in discussing the amount with them. She commended staff for their communication efforts and helping with her questions.

Motion by Piekarski Krech, second by Perry, to close the hearing at 8:30PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark, to authorize Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction Resolution 17-181.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of Ordinance 1342 to Repeal Title 10, Chapter 5, Section 11: Predatory Offender Residency

Bridget Nason, Assistant City Attorney presented on the item. She stated this is the third reading of the predatory offender ordinance. She summarized the timeline of the temporary ordinance. She stated between the first and second reading the ordinance language was changed. Nason stated the ordinance

is similar to other cities. She stated that these offenders have been assessed at a risk of level III and are precluded to establishing or temporary residence on a parcel of property that is located within 1000 feet of church, learning center, health care facility, religious facility school, park or library etc. Nason stated the exemption allows a level III the ability to stay with family members without precluded restriction areas that include a church, school, parks etc. She further went over the council memo provided in the agenda packet. Nason stated six major cities have adopted the ordinance and six have language with the family exemptions. She stated the council has been provided two draft ordinances, one ordinance with the family exemption and one ordinance without the family exemption.

Councilmember Piekarski Krech asked about why a family exemption was adopted by cities. Nason stated she didn't know but stated there are legal concerns with accepting these types of ordinances without including the family exemption you are increasing the chances for courts to scrutinize restrictions on liberty and familial associations. She stated in 2016, a survey was completed 20 of the 25 cities adopted the predatory ordinance with the family exemption. She stated since 2016, more cities have adopted similar ordinances.

Lynch stated there is not a Level III Predatory application right now that is seeking residency. Lynch stated there was one sexual offender that was seeking residency in Inver Grove Heights in 2016 but decided not to stay. The city then accepted the interim sexual predatory ordinance preventing them from moving back into the family member's home in Inver Grove Heights. Lynch stated that no applications has been received. Interim Chief Folmar stated in affirmative. Tourville opened the public hearing.

Carol Halloran 2367 78th Street E, she discussed her story. She asked that the council not include the family exemption in the ordinance.

Gina Groth, 4781 Blaine Ave, she stated emails and letters have been sent by her family to the council. She asked that the council to not support the family exemption in the ordinance.

Howard Franson, 7102 Ballard Trail, he stated he was a Lieutenant in the Police Department for 30 years. He stated this is an easy decision. He stated that recidivism is very high and a family member can't watch these people. He stated he is completely against the decision to include the family exception.

Shawn Buck, 6409 Dawn Ave East, he asked that the council not approve the family exception.

Tom Aegerter, 6443 Dawn Way, he went over statistics of predatory offenders, he asked that the council not approve the family exception.

Sandra Garcia, 4630 Bacon East, asked that the council not approve the family exception.

Richard Briguet Jr., 7245 Bancroft, he stated the council should not approve the family exception.

Christine Dye, 8213 Cloman, she stated that the council should not approve the family exception.

Julie Shrandt, 6439 Coryell Court, she stated that the council should not approve the family exception.

Jessica Mitchell, 7670 Norman, she stated that the council should not approve the family exception.

Tourville stated that the council was discussing the exception language but no decision had been made.

Councilmember Bartholomew stated we didn't vote on anything but passed the second reading of the ordinance.

The map was illustrated. Councilmember Piekarski Krech stated that the non-circled areas of the map are places that the level III can reside. She stated that the council can approve the ordinance with no exemptions but it can cause a legal suite. She stated she doesn't want a false sense of security that your children are safe. She stated it's the responsibility of the community to make sure people pay attention and report this.

Councilmember Hark stated that an ordinance takes three readings to pass. He discussed the importance of being involved in the process. The courts haven't interpreted these ordinances. He stated we don't know if this will go to a higher level of scrutiny but he stated he is willing to take the chance.

Councilmember Perry asked if a level II sexual predator is upgraded to a level III will they be grandfathered into living in the city if the ordinance is approved.

Tourville stated he supports not having the exception and that the Inver Grove Heights wouldn't be the only city sued in Minnesota.

City Attorney Kuntz stated a level II going to a level III would have had to go through the prison system and would have lost residency. He stated they would be subject to the ordinance. He stated that is the answer to the questions at this time.

Motion by Hark second by Bartholomewolomew to remove the family exception (f). The five-day period was waived, upon publication the ordinance will be immediately approved.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

B. GERALD SALMEY; Consider a Resolution 17-182 Relating to a Variance to Allow Zero Setback for a Driveway Whereas Five Feet is Required. Property Located at 8460 Copper Way

T. Link summarized the item. The variance is being requested because the driveways and parking area are required to maintain at least a five-foot setback from the property line. This would be a zero setback. He stated in 2016 the parking ordinance was amended requiring recreation vehicles to be parked on a paved parking pad. He stated there is not enough room for the applicant to install a parking pad to meet setbacks in order to comply. Link stated the planning staff and planning commission approved the variance.

Mayor Tourville asked why the resident didn't want asphalt to asphalt.

Gerald Salmey, 8460 Cooper Way was present. We answered that the neighbor would like that but didn't apply for the variance. Tourville asked if we could approve the neighbor's variance now to save money for the resident. Kuntz stated in the negative because there wasn't a public hearing for that property.

Salemy stated river rock will be in the middle of it.

Motion by Piekarski Krech second by Hark to approve Resolution Relating to a Variance to Allow Zero Setback for a Driveway Whereas Five Feet is Required. Property Located at 8460 Copper Way

C. CITY OF INVER GROVE HEIGHTS; Consider a Resolution 17-183 relating to a Vacation of a Drainage and Utility Easement for Property Located at 6070 Cahill Avenue

Community Development Director Link introduced the item. He stated the city acquired a drainage and utility easement over the northeast corner of the River Heights Vineyard Church property to be used for ponding and flooding issues at Carleda Way and 64th Court. He stated the purpose of the easement is not feasible as first initially thought so it's an unnecessary easement. The planning commission and staff (planning and engineering) approved the vacation of the drainage and utility easement.

Rick Klun, 105 ½ First Street, Duluth MN, he stated he is working with the church on a purchase agreement so that they could build on the parcel. He stated the easement would have made it unbuildable. Lynch stated the private easement is there.

Link stated what we are talking about is separate from adding an additional property. He stated this is for vacation of the easement. Councilmember Piekarski Krech stated taking off the easement doesn't approve the ability to build. Klun discussed his negotiations with the church.

Motion by Hark second by Perry to approve the Vacation of a Drainage and Utility Easement for Property Located at 6070 Cahill Avenue.

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance to Prohibit Transient Lodging (short-term rentals) of Residential Property

Community Development Director Link introduced the item. He stated under the current zoning ordinance a B&B is allowed with a CUP. But the short rental is prohibited. Link stated planning staff and planning commission recommend denial. They stated this should be regulated and brought up by performance standards.

Councilmember Piekarski Krech she asked why historical structure is excluded. Link stated that language is from the Stillwater ordinance and IGH is unaware of any B&B.

Pam Glenn, 6411 Glenn Court, she stated she understands why an ordinance needs to be drafted based on excess party of a rental home however restricting this to 30 days doesn't restrict the problem. Glenn stated her neighbors don't mind AirBnB. She stated this is not a B&B. She stated he neighbors knew what she was doing but they would not have known if she had rented out to anyone. She said less exposure of this great community is going to occur which means less economic benefit. She stated she is against 30-day restrictions.

Steven Dick, 1630 52nd Street, he stated he is an AirBnB homeowner. He discussed the issues with his property he stated he made improvement including increasing the cost of security deposit being and cameras were added. He stated this ordinance is banning AirBnB with longer than 30 days exception. He stated he brings visitors to the city.

Bhupinder Juneja, 7610 Foreman Way, he stated he is a naturalized citizen and went over the importance of having the extra monies from having an AirBnB.

Tourville stated the intention is not closing down AirBnB but preventing short-term rental when the owner doesn't live there.

Tim Kuntz asked if the resident provides breakfast. Juneja said in the affirmative. He stated he offers meals to his visitors.

Councilmember Bartholomew stated this is a zoning issue and a 30 days short term doesn't belong in residential zones.

Councilmember Hark stated if the owner stays there while he is renting parties would not have occurred. Councilmember Bartholomew stated the four-family member exception could be used. Tourville stated that restrictions and/or fines could be added to the property owner. Resident Steven Dick stated he is open for additional restrictions.

Lynch asked Resident Dick if he has additional property. He stated he recently bought the house next door to keep a better eye on his property. Lynch discussed past code violation on the current rental house. Lynch discussed CVB and how they do not support AirBnB. Resident Dick stated you can regulated. Kuntz stated the highest misdemeanor is \$1,000.

Tourville stated staff is stating this is too much of a hassle for staff to monitor. Dick stated the visitors were doing unlawful actions and were punished with underage drinking and nuisance ordinance.

Councilmember Bartholomew asked to review the ordinances for occupancies for family members. He stated there is a certain amount of nonresident that can be living in home. Link stated the ordinance says a person residing in the house can have three unrelated people live there. Occupancy can be restricted but not guests. Link stated enforcement this type of ordinance will be difficult.

Councilmember Piekarski Krech stated owner occupied and BB type owners stated that the rental ordinance has an exception of the owner living there and three additional unrelated people. Tourville stated if you are the owner and are living there they can control it.

Kuntz stated the exception is that the unrelated persons have to be unrelated to one another. Tourville stated if you're charging money than it changes.

Councilmember Perry asked if the ordinance can be outlined similar to Stillwater's ordinance. Link stated enforcement is an issue and hosting language definition is difficult.

Motion by Bartholomew second by Piekarski Krech Approved Second Reading of an Ordinance to Prohibit Transient Lodging (short-term rentals) of Residential Property.

Ayes: 5

Nays: 0 Motion carried.

III. PUBLIC WORKS:

E. Resolution 17-184 Approving Donation of Right-of-Way to MnDOT for State Project 1921-94, City Project No. 2018-01 – T.H. 3 from T.H. 149 to Ann Marie Trail

Kaldunski briefly summarized the item. He stated that the bypass lane is a benefit to the city and MnDOT. Councilmember Hark stated the neighbors benefit from this arrangement.

Public Works Director Thureen stated if this was a road owned by the city there would be housekeeping costs. Thureen stated the cost is six figures at least for the city to conduct this work but MnDOT would be doing this work if donated.

Motion by Hark second by Perry to approve Donation of Right-of-Way to MnDOT for State Project 1921-94, City Project No. 2018-01 – T.H. 3 from T.H. 149 to Ann Marie Trail

Ayes: 5

Nays: 0 Motion carried.

F. Deny Request for Cash Surety Release of Remaining 10% Before End of Warranty Period for 9408 Aladin Trail

Kaldunski introduced the item. He stated warranty includes one seeding after the grading period. He stated this policy has been written for years. Tourville asked how much is the cost. Kaldunski stated the cost is \$1,000.

Motion by Hark second by Bartholomew denied the request for cash surety.

Ayes: 5

Nays: 0 Motion carried.

IV. FIRE DEPARTMENT:

G. Consider Awarding the Contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design

J. Thill Fire Chief presented on the item. She stated a group making up of staff and two councilmembers interviewed firms. The group recommended the lowest bid for site design and construction for the Fire station #2 to Five Bugles Design.

Tourville stated continued communication needs to happen in regard to topography and sewer/well. He asked for the council to be a part of the process.

Lynch described the process and timeline outlining the involvement with council and the public on the design and details.

Motion by PK second Perry to Award the Contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

The council accepted emails from Sexual Predatory Offender Ordinance item that made up of four emails and one letter.

Motion by Piekarski Krech second Perry to accept the sexual predatory offender ordinance four emails and one letter.

Ayes: 5

Nays: 0 Motion carried.

The council accepted emails from the Transient short-term ordinance that consisted of one email.

Motion by Piekarski Krech second Perry to accept the short-term ordinance one email.

Ayes: 5

Nays: 0 Motion carried.

9. EXECUTIVE SESSION:

Kuntz outlined the MN statute pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3

A. Discuss NW Area Park Property Acquisition Strategy

B. Discuss Doffing Ave Property Acquisition Strategy

Motion by Piekarski Krech second Perry to approve the council to go in the closed executive session.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn. The meeting was adjourned by a unanimous vote at 12:15pm.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY OCTOBER 2, 2017 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, October 2, 2017, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmember Bartholomew, Hark, Perry, and Piekarski-Krech. Staff; City Administrator Joe Lynch, City Attorney Tim Kunz, Community Development Director Tom Link, Public Works Director Scott Thureen, City Clerk Tesser, Parks and Recreation Director Eric Carlson.

**B. EXECUTIVE SESSION
PURSUANT TO MINN. STAT. § 13D.05, SUBD. 3(C)2 & 3**

City Attorney Kuntz discussed the City's right pursuant to the MN state statute to go into a closed session to discuss negotiations or counter offers for purchase of real property or appraisal data. The Council discussed the property at 9250 Courthouse Blvd. The Council moved into a closed session by motion.

Motion by Piekarski Krech seconded by Hark to move into a closed executive session.

Ayes: 5

Nays: 0 Motion carried.

1. DISCUSS HERITAGE VILLAGE PARK IMPROVEMENT FEASIBILITY STUDY

Parks and Recreation Director Carlson presented the item. He discussed briefly the history of Heritage Village Park. He stated recent improvements to the park is the installation of the paved Mississippi Regional Park trail that was installed by Dakota County. He stated through a MPCA grant staff was able to clean the park of contaminants from the former railroad site. He stated the City has bought properties on Doffing Ave to prepare for a regional park. He stated the current master plan has a passive use park, parking, playgrounds, picnicking, trails, etc. He stated sub-committee was formed of residents and the Parks and Recreation commission on the improvements to the park.

Deb Tix, Parks and Recreation Chair presented the potential changes to the park. She stated adding an off-leash dog park would complement the passive park design. She stated it will have a buffer between residents and any noise. It will have 25 off-street paved parking, one acre for small breeds and a nine-acre fenced area for all breeds. She discussed the active group of residents. The group is working on developing a non-profit group. They are connected by social media outlets. Tix discussed the trail connection improvements. She stated Dakota County will provide matching funds but the city will own and operate the trail after construction.

Carlson stated the investments for dog park improvements totals \$630K. The trail connection cost is \$229K. The grant funding available is \$331K (State of MN) no match required and \$264K (State of MN) 1:1 match. The grant funds are only available for new park improvements. Dakota County would provide a grant for trail work at \$115K. The City would match the dog park improvements at a cost of \$150K from the 402 Park Acquisition and Development Fund. He stated operationally the cost may be approximately \$12K a year for ongoing maintenance. The approximate revenue from the dog park could be up to \$8K with annual and daily passes.

Carlson stated our insurance coverage wouldn't change if a dog park is added to the park system. A permit would be required and policies would be drafted by staff and an ordinance amendment would need to be approved. Carlson stated the next step would be for the council to direct city staff to receive a proposal for a detailed design and engineering for a basic dog park outlined in the budget.

Darcie Pierson, 8315 Copper Way, she stated that she lives by the park. She stated at least 1 in 5 are walking their dogs. She stated she believes it would be utilized a lot in the community and help people get to know their neighbors.

Carol Nankiov, 8875 Inver Grove Heights Trail, she is the representative chair of the dog park group. She stated everything is coming together we have the support and the grant funds. She asked to council to seize this opportunity.

Noah Petersen, 8131 Copper Way, asks the council to support the proposal so he can train his new dog.

Carlson stated he would like to go out with the WSB design and then get bids for plans and specifications. Councilmembers Hark asked about WSB fees, Carlson stated the bid is \$132K for the planning and development costs and that the costs are grant eligible.

Councilmembers Piekarski Krech stated that a quarter of a million dollars for a dog park is too costly. She stated it doesn't provide shade or water for the dogs. She questioned why a design needs to be done. She stated the fees are too high.

Deb Tix, Parks and Recreation Chair stated no dog parks that she attends have running water. There are cabinets that allow water jugs to be stored. Councilmembers Piekarski Krech stated Crosby dog park has running water and it's a beautiful park.

Carlson clarified that the Dakota County match for trail work and the City's match for the dog park combined together equals the State of MN grant requirement that funds must have a 1:1 ratio.

Councilmembers Piekarski Krech stated that the amount of the WSB consulting fees are too high. She stated staff can just get fence bids on their own.

Mayor Tourville stated that staff must come back to the City to get approval. Carlson stated that prevailing wage must be considered when dealing with State grants. He stated you can't go out and just get bids.

The Council directed Carlson to get a proposal from WSB with the caveat that the commission work on lowering the costs.

2. COLLECTOR STREET FUNDING DISCUSSION

Public Works Director Thureen presented on the Northwest Area (NWA) collector streets. He showed a presentation slide of collector streets looking at a hierarchy of roads. He stated the NWA collector streets was implemented and approved in 2012.

He stated the system is identified as two types: neighborhood collector and community collector. He said the neighborhood collector is a primary street route and functions as a local residential street. The community collector has a higher posted speed limit and typically no on-street parking. He stated it may have turn lanes at side street intersections.

Thureen stated when staff talks about trunk infrastructure it refers to watermain, sanitary sewer development fees and dedication of easements. It is also a regional management of storm sewer, development fees and dedication of easements.

He stated collector streets have no development fees, use city wide street policy funded by developments or cross sere. It also assumes orderly development streets.

He went over the approval of plat for Blackstone Ridge. He stated it created a need to construct across undeveloped land. The 65th Street is approved as a permanent access. He went over the 1981 Assessment policy where subdivisions were assessed 100%. Areas other than new subdivisions are to be assessed 100%. In 2016, adjustments to the Assessment policy were updated. It elaborated the methods of assessments. He stated the collector street assumed the original assessment which was 100% assessment to the benefitting parcel.

Thureen recapped on conversations from 2015 comparing the City to other Dakota County surrounding Cities. He discussed 65th Street and Trunk Highway 3. He stated staff had resistance from residents on the assessment policy percentage. He stated staff have had to go back to property owners to try to negotiate. Many property owners don't feel they are receiving a benefit. He discussed the communication notices that were provided for the 65th Street property owners. Thureen looked at the assessment policy and couldn't find a method of assessment calculation would work well for future collector streets under the current policy. He stated terrain is an issue and impacts alignment and is tough to provide access. Also, existing neighborhoods don't see a benefit to the construction of collector streets.

Thureen stated taken all this into consideration a policy has been drafted. The proposed changes to the policy will be a full right-of-way dedication with the plat. Develop pays costs to construct the street and a sidewalk on one side. He stated Neighborhood collector street adjacent to a new development we accept one half of the right of way dedication with plat and developer provides escrow of one half. He stated this is similar to the Blackstone contract.

He stated the neighborhood collector follows the same process as it does now. The cost will be included in the total project costs. The city will follow its standard procedures for ordering and constructing a public improvement project to construct a street. Funding will be determined on a project by project basis. What will be looked at is a combination of methods. He stated staff doesn't want appeals to be continuous.

He stated further meetings and communications would happen with residents. Any comments and changes will be discussed and then staff would like to adopt the policy.

Councilmembers Bartholomew asked about a deferred payment that is on hold until a development happens. Thureen stated yes, that is done and that can happen but at times it can be under 30 years or more. He stated the Green Acres assessment can't happen because nothing is proposed to happen on the land. The cost to purchase the land increases.

Mayor Tourville asked about court issues with assessments. Thureen discussed that possible threat on what is called the transportation fee, a study that looks at City's estimated traffic on

their collector system and future needed improvements. Thureen stated the courts felt it wasn't appropriate to make developers pay this transportation fee. Thureen stated Eagan charges a transportation fee but it's a very detailed and costly study that was conducted for a specific area. He stated with any City, they must negotiate with developers. Mayor Tourville asked Thureen to look into case law for a more detailed explanation for future use.

Councilmembers Piekarski Krech stated if we defer without interest and they take 15 years to pay the assessment how is the funding perimeters changing. Thureen stated recently the roundabout at Hwy 3 and future properties on the east side included deferral estimates with a five-year trigger. City Attorney Kuntz stated it included an amount but with no interest for five years. Interest calculations would accrue for 25 years.

Thureen will edit and refine the policy, he will continue to work with city attorneys and property owners for feedback. Then he will come back to the council with the amended policy changes.

3. PARK N FLY/PARK N RIDE ORDINANCE

Associate Planner Botten stated currently the zoning code doesn't allow for park-n-fly and park-n-ride. Botten pointed out all the park-n-rides available in the City. She stated there is a variety of uses happening. Botten stated council provided staff direction to send letters to the businesses that are currently in violation. She stated two businesses would be affected by the ordinance amendment. She stated AmericInn leases 125-parking spaces from the AMC theatres. The hotel stated they are not parking overnight.

The vacant Rainbow building has a park and ride that is a commuter bus travel to Rochester. They do not provide overnight parking.

Botten stated concerns include accessory use affects the spots available for principle use. She stated principle lots means lesser property taxes collected and less employees at these locations. She stated there would be an increase of traffic during pick up and drop offs. Botten stated environmentally it does help decrease vehicles on the roads and decreases parking at the airport.

If a code change is approved the businesses can be offered the ability to file for a CUP or interim use. Botten stated representatives from both businesses are in violation.

Councilmembers Piekarski Krech stated the bus line to Rochester provides transportation to those going to Mayo. She stated she is not in support of any overnight parking.

Dan and Christian Holder, Rochester City Line, stated they have been in the park-n-ride industry for 10 years. We provide a valuable service. In the 10 years, we have not had any documented public safety issues. They stated is safe and would like it to continue.

Mayor Tourville stated he knows people who use the service. Tourville stated residents are concerned about the vacant Rainbow lot upkeep.

Botten stated the park-n-ride and park-n-fly can be separated in the city code.

Councilmembers Hark asked about leased lots. Christian stated their insurance covers 50-60 parking spaces. Lynch asked what would happen if the Rainbow building was sold. Christian stated we would look for another location. Lynch asked if the current parking lot use agreement

is with the local property owner or corporate office. Christian stated it's with the local property owner and the agreements been in place for 10 years.

Kamil and Brett Rose, managers at AmericInn discussed their park-n-ride and park-n-fly operations. Kamil stated most customers park their car and stay one-day before going to the airport. The other park-n-ride do not stay in the hotel. He stated other cities practice similar business and he provided an Eagan example. Brett Rose stated 1/3 of the guests select this service. He stated they are servicing 10,000 people a year. Brett Rose stated they are not adding any parking lots. He stated AMC agreed to lease their space because they lost the need for 1/3 of their parking because of their new recliner seating.

Tourville stated public safety is an issue. Brett Rose stated they are looking into adding security to monitor the parking. He stated that they are working with the city to purchase additional land to help with parking.

Councilmembers Perry stated they have been providing this service for two years.

Councilmembers Piekarski Krech stated how many seats do you lease. Brett Rose stated 125 parking space are leased.

Interim Chief Folmar stated there were 36 reports of the parking lot at AMC theatre and AmericInn over the last calendar year. City Attorney Kuntz asked if a person stays at your hotel and then goes to the airport does AmericInn transport them. They stated in the affirmative. Rose stated that it's a package deal, and includes the hotel stay, parking and shuttle. Kuntz asked if there's a parking and shuttle price difference. They stated in the affirmative. They keep track of airport numbers and when they need to be picked up. City Attorney Kuntz asked if its 24-hour service. Brett Rose responded in the affirmative.

Lynch stated we currently don't define this service because it's not specified in the code. He discussed the importance of a bus service to help with traffic in the future. Lynch discussed future uses of these services and how they are going to be regulated in the future.

Councilmembers Piekarski Krech stated our land is to valuable and should not become parking lots. But she stated if already established parking lots can be used more then it's a good use. Councilmembers Bartholomew stated the businesses need to make a proposal and show us that the property owners who own the parking lots support this use.

Councilmembers Hark stated we need to be careful because there are multiple uses being performed by these businesses. Mayor Tourville stated we may need an ordinance to make sure the property owners know about the parking lot use and in case of a vehicle fire or vandalism. He stated with an ordinance we can address these issues.

Kuntz asked if the airport is charging a fee for pick up. AmericInn stated in the affirmative that it's a \$4.00 charge. They stated only five spots are dedicated to park-n-fly at the AMC theatre. They don't have anything marked but have car identification.

The Council directed staff to draft an ordinance for a conditional use permit (CUP) for owners to be required to make an application. Any future issues would have an interim use. They can add an expiration to the use. Botten stated the expiration can run with the property or go for 5-10-15 years. The council will draft an ordinance to discuss language that will work with the

business owners. Lynch stated we can allow this use until the end of the year. The regulations could be in place on Council agenda starting in January and final approval in March.

4. BROADBAND

Lisa Henning, CDA representative recapped on a proposal that is being advanced by Dakota County. She stated the county looked at the capacity of enhancing and consolidating government operation network called the I-net. They also looked at the commerce net called C-net. This would not be a substitute of private broadband but would be in addition to.

Craig Ebeling, CDA representative stated a diagram of broadband would be used by all systems and include a core ring, laterals and fiber from private/public owned homes and businesses. Most are to help businesses. This fits with wireless service this is a part of the total telecommuting service this is not one or the other but both fiber and wireless working together.

This will work in an integrated system with assets that are already existing. The primary goal is to include access node from the primary Western Service Center and secondary Dakota County Tech College that can be brought to Inver Grove Heights. He stated there is a lot of fiber in the county. He illustrated the area of the map. He stated there are small fiber gaps. He looked at the fiber in Inver Grove Heights. It's a ring system with an economic development boost to capitalize investments that have been made. This is a carrier class system with C-net. Its envisioned to need more facilities to increase the quality. If the system is in place then all will have access to the system. ISPs would be included in the system.

The initial costs would be city members paying for the cost of switches, optics, costs related to furnishing appropriate location for the equipment. Included would be shared splicing and other constructions costs. This is a one-time cost. The county would pay for lateral fiber optic cable.

He stated annual operating costs would be perpetual. He stated the rule would be paying the portion of the consortium costs so you actually own the system. He stated those in the I-net will always own those infrastructures. The costs will shift depending on the costs per year.

Ebeling stated this is not a money-making scheme. This is an economic development issue. Any revenue generated would be 45% off the revenue of a retail customer of the member's jurisdiction it stays with the jurisdiction. We would share with the other portion of the revenue 5%. He stated predicting these numbers are difficult. He shared the cost and revenue sharing summary. The cost for ING is \$93K or 5.9%. Operational costs are at \$11K or 2.1% of the total cost. The possible revenue would be \$12K. He stated the key is the percentages. The operational mode has not been determined. The contract service provider may be Logis. He stated benefits would reduce redundancy, the cost would be reduced and operations streamlined. He talked about the next steps of the process.

They are asking for approval to be in late Fall 2017. He commented that Eagan has opted out of joint powers agreement.

Councilmembers Piekarski Krech asked about Eagan's role. He stated they are not a part of the operations.

Mayor Tourville discussed comcast fiber optic and that this is a one-year agreement. Mayor Tourville asked for the language of the agreement so staff can analyze the specifics. Ebeling stated that cities apart of the NDC4 the four cities are looking at options. He stated TIES would be a part of this system.

Councilmembers Hark asked how this makes us more efficient. Ebling stated operationally it will be one agency who does all the 811 spots in the city. This part of the business your city's IT Department doesn't handle. This is a different animal and typically IT Departments don't have the skill set. If we had an entity that could do this we believe it would be done more cheaply. Consultants would need to be used. The council discussed the benefits of the agreement.

Ebling stated there would be operational costs to the City but Lynch stated revenues would happen as well. An ISP can be a part of this agreement and could be used by everyone in the Joint Powers Agreement (JPA).

Kuntz asked about the schools and how they fit. Ebling stated that they have a program called ERAT. A high portion is reimbursed by the government. The school is interested in utilizing the system and would pay a fee. The ERAT program would mean they wouldn't be a buyer or a part of the consortium but instead be a renter/leaser.

Kuntz asked about how the city could extend the system to other businesses. Ebling stated that this is a lip service, and not like dark fiber. He stated it would go to the ISPs. Lynch stated it's included in the 2018 budget under operational costs.

5. 2018 BUDGET

Finance Director Smith went over the TIF districts. She stated TIF 2-1 was decertified at the end of 2016 and TIF 3-1 was decertified at the end of 2015. TIF 4-1 SE Quad was authorized by special legislation related to Brentwood Hills.

EDA budget was discussed by Community Development Director Link, a reduction of \$9K will happen in 2018 for a total of \$83K.

Three areas have changed, he stated the Open to Business contract has a small increase in fees and Progress plus is a total of \$8K.

The railroad quiet zone cost study is being done and a small area plot. Link stated the EDA will review the budget and will be on the agenda in the next month. Tourville asked for staff to sell some city property to add to the EDA revenue so they can remain proactive. They discussed the appraisals of current sale properties. They discussed that property sales will need to go into the host community fund.

Eric Carlson talked about the senior position, he stated \$46k is a part of that combined position. Warming houses staffing will be decreased Oakland and Groveland. Ice will still be made. People can utilize the site but will not have a warm site. Tourville asked if we can utilize volunteers to oversee the warming house. He stated taxpayers paid for the buildings. Annually the cost is \$5K. Carlson stated they will consider the concept and get back to the council.

Lynch discussed the future capital infrastructure and eventually letting go of some assets. This is a first step in the long time. Carlson stated the Parks and Recreation Commission (PRC) will talk in more detail about these infrastructures.

Tourville asked why we don't use the buildings in the summer. Carlson stated the buildings are closed for the summer. Carlson went over the final number of the 2018 budget for the community center. He went over the revenue which includes the school district. Other

financing sources is the east rink from the hockey association. There is no membership increase this year. The cost recovery is 86% and is slightly better from 2016. Investments in 2018 will begin the pool lap shell. Replacing the score boards will be on the list. Parking lot resurfacing will be done. Rosemount collaboration discussion will happen again.

Carlson went over the golf course budget. A capital equipment purchase will be from the 2018 interest only for a three year purpose. He stated it's the same financing option that was done in the past. This is for lawn mowers. There were no golf cart capital increases. 2019 payment plan will happen out of the central equipment loan and paid back in the next three years. He discussed the roof replacement project and the parking lot resurfacing which is paid out of the PMP fund.

Tourville asked about the cart fleet. Matt described the cart rotation and reasoning. He stated leasing a larger 20 cart group provides cost savings. He discussed how the capital equipment fund eliminates interest costs. Tourville showed interest in electric carts. He stated they will look at gas vs electric carts comparisons. Tourville asked about GPS being added to the carts, Matt stated the trend has been the golfers bring their own GPS.

Carlson stated the ADA fund is available to address any issues but there is nothing for additions at this time.

B. ADJOURN

Councilmember Bartholomew made a motion to adjourn, seconded by Councilmember Hark, and the motion was carried unanimously. The workshop adjourned at approximately 9:37p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 23, 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 October 5, 2017 to October 18, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 18, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$667,041.93
Debt Service & Capital Projects	693,529.78
Enterprise & Internal Service	485,526.80
Escrows	26,412.65
Grand Total for All Funds	<u><u>\$1,872,511.16</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 October 5, 2017 to October 18, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 18, 2017**

WHEREAS, a list of disbursements for the period ending October 18, 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	\$667,041.93
Debt Service & Capital Projects	693,529.78
Enterprise & Internal Service	485,526.80
Escrows	26,412.65
 Grand Total for All Funds	 <u><u>\$1,872,511.16</u></u>

Adopted by the City Council of Inver Grove Heights this 23rd 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 10/05/2017 - 10/18/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0067535	10/13/2017	UNION DUES (AFSCME FAIR S	101.203.2031000	88.15
AFSCME COUNCIL 5	INV0067536	10/13/2017	UNION DUES (AFSCME FULL	101.203.2031000	908.20
AFSCME COUNCIL 5	INV0067537	10/13/2017	UNION DUES (AFSCME PT FA	101.203.2031000	13.22
AFSCME COUNCIL 5	INV0067538	10/13/2017	UNION DUES (AFSCME FULL	101.203.2031000	89.65
APA	057566-1772	10/11/2017	057566	101.45.3000.419.50070	625.00
BATTERIES PLUS-WSP	030-677815	10/11/2017	C-1034	101.42.4200.423.40042	268.55
BETTS, BETH	1074	10/11/2017	10/3/17	101.44.6000.451.30700	440.00
BOLTON & MENK, INC.	0207954	10/11/2017	X11-114659	101.43.5100.442.30300	876.00
BUREAU OF CRIMINAL APPREHENSION	00000437615	10/11/2017	00000012981	101.42.4000.421.40044	390.00
CENTURY LINK	9/19/17 651 455 9072 7	10/11/2017	651 455 9072 782	101.42.4200.423.50020	40.39
CITY OF SAINT PAUL	IN00024839	10/11/2017	76	101.43.5200.443.60016	1,004.04
CULLIGAN	9/30/17 157-8459118-8	10/18/2017	157-98459118-8	101.42.4200.423.60065	54.50
CULLIGAN	9/30/17 157-98459100-6	10/18/2017	157-98459100-6	101.42.4200.423.60065	271.84
CUMMINS INC.	100-98539	10/17/2017	220960	101.42.4200.423.40041	485.00
CUMMINS INC.	100-98578	10/18/2017	220960	101.42.4200.423.40041	340.00
DAKOTA COMMUNICATIONS CENTER	IG2017-11	10/18/2017	NOVEMBER 2017	101.42.4000.421.70502	43,934.40
DAKOTA COMMUNICATIONS CENTER	IG2017-11	10/18/2017	NOVEMBER 2017	101.42.4200.423.70502	5,905.60
DAKOTA CTY FINANCIAL SVCS	9/11/17 P0001753	10/11/2017	00026465/26853	101.44.6000.451.70501	13,680.00
DAKOTA CTY FINANCIAL SVCS	00027253	10/18/2017	3RD QTR 2017 UTILITIES	101.43.5400.445.40020	629.38
DAKOTA CTY PROPERTY RECORDS	8/2/17	10/11/2017	P508337/357/382/456	101.45.3200.419.50025	888.00
EFTPS	INV0067560	10/13/2017	FEDERAL WITHHOLDING	101.203.2030200	53,104.68
EFTPS	INV0067562	10/13/2017	MEDICARE WITHHOLDING	101.203.2030500	13,163.44
EFTPS	INV0067563	10/13/2017	SOCIAL SECURITY WITHHOLD	101.203.2030400	38,455.64
EHLERS AND ASSOCIATES, INC.	75048	10/18/2017	10/10/17	101.41.2000.415.30150	880.00
EYEMED	163287186	10/11/2017	9929100	101.203.2032700	268.62
FIRSTSCRIBE	2474438	10/11/2017	9/1/17	101.43.5100.442.40044	250.00
FUN JUMPS ENTERTAINMENT INC	207860	10/11/2017	3995	101.42.4200.423.30700	225.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0067541	10/13/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0067542	10/13/2017	HSA ELECTION-SINGLE	101.203.2032500	3,721.85
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.42.4000.421.30550	267.40
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.43.5000.441.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	101.45.3300.419.30550	29.50
GERTENS	1055/12	10/11/2017	103566	101.44.6000.451.60016	299.00
GREAT NORTHERN BUILDERS LLC	9/14/17	10/18/2017	9/14/17	101.44.6000.451.40047	4,005.25
ICMA RETIREMENT TRUST - 457	INV0067543	10/13/2017	ICMA-AGE <49 %	101.203.2031400	5,304.19
ICMA RETIREMENT TRUST - 457	INV0067544	10/13/2017	ICMA-AGE <49	101.203.2031400	5,452.30
ICMA RETIREMENT TRUST - 457	INV0067545	10/13/2017	ICMA-AGE 50+ %	101.203.2031400	1,584.48
ICMA RETIREMENT TRUST - 457	INV0067546	10/13/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0067547	10/13/2017	ICMA (EMPLOYER SHARE ADI	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0067556	10/13/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,443.07
ICMA RETIREMENT TRUST - 457	INV0067557	10/13/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0067558	10/13/2017	ROTH-AGE <49 %	101.203.2032400	137.24
IGH FIRE RELIEF ASSN	2017 FIRE STATE AID	10/11/2017	2017 FIRE STATE AID	101.42.4200.423.20500	195,234.44
ING DIRECT	INV0067564	10/13/2017	MSRS-HCSP	101.203.2032200	571.09
INNOVATIVE OFFICE SOLUTIONS	SUM-035233	10/11/2017	S28777	101.45.3300.419.60010	46.21
INNOVATIVE OFFICE SOLUTIONS	SUM-035233	10/11/2017	S28777	101.45.3300.419.60040	78.18
IUOE	INV0067548	10/13/2017	UNION DUES IUOE	101.203.2031000	1,323.84
KEEPRS, INC	357197	10/11/2017	INVERG0009	101.42.4000.421.60045	101.76
KENISON, TERRI	SEPTEMBER 2017	10/18/2017	SEPTEMBER 2017	101.42.4200.423.30700	850.00
KIMLEY-HORN & ASSOCIATES, INC.	9787144	10/11/2017	160509032.3	101.43.5100.442.30300	1,171.30
KIMLEY-HORN & ASSOCIATES, INC.	9902534	10/11/2017	160509032.3	101.43.5100.442.30300	983.15
LELS	INV0067549	10/13/2017	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0067559	10/13/2017	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	9/30/17 92000E	10/18/2017	92000E	101.42.4000.421.30410	17,307.53
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	101.41.1100.413.50025	240.63
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	101.41.1100.413.50025	236.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	101.41.1100.413.50025	231.88
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	101.45.3200.419.50025	35.00
M & J SERVICES, LLC	1726	10/11/2017	9/25/17	101.44.6000.451.30700	1,270.00
MILL CITY SIGN LLC	17301	10/11/2017	8/28/17	101.42.4200.423.30700	380.00
MINNEAPOLIS OXYGEN CO.	00015226	10/18/2017	01910	101.42.4200.423.30700	62.70
MINNEAPOLIS OXYGEN CO.	00015227	10/18/2017	01915	101.42.4200.423.30700	62.70
MINNESOTA DEPARTMENT OF HUMAN SER	INV0067539	10/13/2017	STEVE HER FEIN/TAXPAYER I	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SER	INV0067540	10/13/2017	JOEL JACKSON FEIN/TAXPAY	101.203.2032100	432.57
MN DEPT OF LABOR & INDUSTRY	SEPTEMBER 2017	10/13/2017	SEPTEMBER 2017 SURCHAR	101.207.2070100	3,345.65
MN DEPT OF LABOR & INDUSTRY	SEPTEMBER 2017	10/13/2017	SEPTEMBER 2017 SURCHAR	101.41.0000.3414000	(66.91)
MN DEPT OF NATURAL RESOURCES	2017	10/11/2017	2017	101.42.4200.423.60065	1,509.86
MN DEPT OF REVENUE	INV0067561	10/13/2017	STATE WITHHOLDING	101.203.2030300	20,683.76
MN GLOVE & SAFETY, INC.	304005	10/18/2017	CTINVE	101.43.5200.443.60045	190.92
MNFIAM BOOK SALES	2477	10/18/2017	9/20/17	101.42.4200.423.60018	969.00
MSFDA	2017 RENEWAL	10/18/2017	REMAINING AMOUNT	101.42.4200.423.50070	203.00
NATURE CALLS, INC.	25406	10/11/2017	8/31/17	101.44.6000.451.40065	1,560.00
NRG ENERGY INC	000856624016A	10/11/2017	008000127767	101.43.5400.445.40020	1,246.15
NRG ENERGY INC	000856624016A	10/11/2017	008000127767	101.44.6000.451.40020	28.79
NRG ENERGY INC	000856624016B	10/11/2017	008000127767	101.43.5400.445.40020	2,068.07
NRG ENERGY INC	000856624016B	10/11/2017	008000127767	101.44.6000.451.40020	40.66
NRG ENERGY INC	000856624016C	10/11/2017	008000127767	101.43.5400.445.40020	2,147.26
NRG ENERGY INC	000856624016C	10/11/2017	008000127767	101.44.6000.451.40020	42.22
NRG ENERGY INC	000856624018	10/11/2017	008000127768	101.43.5400.445.40020	1,505.31
NRG ENERGY INC	000856624018	10/11/2017	008000127768	101.44.6000.451.40020	82.33
NRG ENERGY INC	000856624018A	10/11/2017	008000127768	101.43.5400.445.40020	596.95
NRG ENERGY INC	000856624018B	10/11/2017	008000127768	101.43.5400.445.40020	1,449.80
NRG ENERGY INC	000856624018B	10/11/2017	008000127768	101.44.6000.451.40020	79.29
NRG ENERGY INC	000856629121	10/11/2017	008000127767	101.43.5400.445.40020	2,333.10
NRG ENERGY INC	000856629121	10/11/2017	008000127767	101.44.6000.451.40020	45.87
NRG ENERGY INC	000856629124	10/11/2017	008000127768	101.43.5400.445.40020	1,635.59
NRG ENERGY INC	000856629124	10/11/2017	008000127768	101.44.6000.451.40020	89.47
O' REILLY AUTO PARTS	1767-293549	10/18/2017	1578028	101.42.4200.423.40041	60.00
O' REILLY AUTO PARTS	1767-29735	10/18/2017	1578028	101.42.4200.423.40041	224.95
OXYGEN SERVICE COMPANY, INC	03385129	10/18/2017	04394	101.42.4000.421.60065	31.56
PERA	INV0067550	10/13/2017	PERA COORDINATED PLAN	101.203.2030600	37,162.44
PERA	INV0067551	10/13/2017	EMPLOYER SHARE (EXTRA P	101.203.2030600	2,858.71
PERA	INV0067552	10/13/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0067553	10/13/2017	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0067554	10/13/2017	PERA POLICE & FIRE PLAN	101.203.2030600	15,213.54
PERA	INV0067555	10/13/2017	EMPLOYER SHARE (POLICE &	101.203.2030600	22,820.29
PETTY CASH-WF PURCHASE CARD FEES	SEPTEMBER 2017	10/11/2017	PETTY CASH - WF	101.41.2000.415.70440	133.78
PINE BEND PAVING, INC.	17-577	10/11/2017	9/28/17	101.43.5200.443.60016	1,073.03
POLAR BUILDERS INC.	206653	10/11/2017	BD2017-2718	101.45.0000.3221000	46.00
SAVATREE	4732125	10/11/2017	1522249	101.43.5200.443.40046	464.00
SENSIBLE LAND USE COALITION	10/10/17 REGISTRATIC	10/11/2017	REGISTRATIONS - T. LINK & A	101.45.3000.419.50080	44.00
SENSIBLE LAND USE COALITION	10/10/17 REGISTRATIC	10/11/2017	REGISTRATIONS - T. LINK & A	101.45.3200.419.50080	44.00
STATE OF MN - TREASURER	1405	10/11/2017	10/6/17	101.42.4200.423.50070	100.00
T MOBILE	9/8/17 494910368	10/11/2017	494910368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	836906469	10/11/2017	1000197212	101.42.4000.421.30700	199.56
TOTAL CONSTRUCTION & EQUIP.	72526	10/11/2017	CIT001	101.44.6000.451.40047	101.95
TRI-COUNTY LAW ENFORCEMENT ASSC	9/15/17	10/11/2017	ANNUAL DUES	101.42.4000.421.50070	75.00
TYLER TECHNOLOGIES, INC	025-201839	10/11/2017	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	101.44.6000.451.60045	26.32
UNIFIRST CORPORATION	090 0386250	10/18/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0386250	10/18/2017	1051948	101.44.6000.451.60045	24.47
US POSTMASTER - EAGAN	NOV-DEC 17	10/18/2017	INSIGHTS NEWSLETTER #325	101.41.1100.413.50035	2,600.00
VERIFIED CREDENTIALS, INC.	271509	10/11/2017	9/30/17	101.41.1100.413.30500	547.00
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.41.1000.413.50020	140.04
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.42.4000.421.50020	723.14
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.42.4200.423.50020	696.61
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.43.5000.441.50020	51.39
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.43.5100.442.50020	343.35
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.43.5200.443.50020	362.72
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.44.6000.451.50020	508.98
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.45.3000.419.50020	51.39
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	101.45.3300.419.50020	296.87
VERIZON WIRELESS	9793376402	10/11/2017	942147853-00001	101.42.4000.421.50020	314.72
WS&D PERMIT SERVICE	209224	10/11/2017	BD2017-3163	101.45.0000.3221000	94.40
ZEE MEDICAL SERVICE	54113250	10/11/2017	10/6/17	101.42.4000.421.60065	238.35
Fund: 101 - GENERAL FUND					560,630.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-1017	10/16/2017	ADVERTISING 10/1/17-3/31/18	201.44.1600.465.50025	1,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8251	10/18/2017	10/2/17	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8251	10/18/2017	10/2/17	201.44.1600.465.40065	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8262	10/18/2017	10/3/17	201.44.1600.465.50075	20.00
Fund: 201 - C.V.B. FUND					5,151.15
ABERA, MEAZA	10/6/17	10/18/2017	REFUND SWIM LESSONS	204.228.2280200	(20.00)
BELTRAN-CASTILLO, YAJAIRA	9/22/17	10/18/2017	REGISTRATION PRICE DIFFER	204.44.0000.3470000	8.00
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	204.44.6100.452.30550	15.04
USTA NORTHERN SECTION	23902	10/11/2017	10/2/17	204.44.6100.452.30700	429.00
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	204.44.6100.452.50020	51.39
Fund: 204 - RECREATION FUND					483.43
2ND WIND EXERCISE, INC.	22-029778	10/18/2017	9/28/17	205.44.6200.453.80800	22,340.00
ABERA, MEAZA	10/6/17	10/18/2017	REFUND SWIM LESSONS	205.44.0000.3493501	59.00
AEP ONSITE PARTNERS, LLC	419-21086802	10/11/2017	10/5/17	205.44.6200.453.40020	4,236.48
AEP ONSITE PARTNERS, LLC	419-21086802	10/11/2017	10/5/17	205.44.6200.453.40020	4,321.42
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	205.44.6200.453.30550	41.34
GILBERT, TAMI	10/4/17	10/18/2017	REFUND - LOW ENROLLMENT	205.44.0000.3493501	128.00
MN SAFETY SERVICES LLC	100217	10/11/2017	IGHWSI	205.44.6200.453.30700	1,345.00
RAINBOW INC.	32127	10/11/2017	116	205.44.6200.453.80200	59,130.00
SAFE-WAY BUS COMPANY	5392	10/11/2017	10/1/17	205.44.6200.453.70610	606.13
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	205.44.6200.453.50020	22.11
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	205.44.6200.453.50020	51.39
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	205.44.6200.453.50020	79.25
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	205.44.6200.453.50020	68.79
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	205.44.6200.453.50020	68.79
Fund: 205 - COMMUNITY CENTER					92,540.00
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	290.45.3000.419.30550	1.47
Fund: 290 - EDA OPERATING					1.47
EVERGREEN LAND SERVICES	00-11838	10/11/2017	6/21/17	291.45.3000.419.30700	676.38
EVERGREEN LAND SERVICES	00-11867	10/11/2017	8/28/17	291.45.3000.419.30700	1,759.18
GROUNDWATER & ENVIRONMENTAL SERV	797375	10/11/2017	3501784	291.45.3000.419.30700	800.00
SHUSTER, CHAD	10/9/17	10/11/2017	MCPHILLIPS RELOCATION - C	291.45.3000.419.80100	2,500.00
SHUSTER, DORIS & STEVEN	10/9/17	10/11/2017	MCPHILLIPS RELOCATION - C	291.45.3000.419.80100	2,500.00
Fund: 291 - EDA ACQUISITIONS					8,235.56
WELLS FARGO BANK	1486996	10/18/2017	10/2/17	354.57.9000.570.90300	400.00
Fund: 354 - G.O. SEWER REV BONDS 2010A					400.00
WELLS FARGO BANK	1486996	10/18/2017	10/2/17	355.57.9000.570.90300	400.00
Fund: 355 - G.O. IMPR BONDS 2010B					400.00
WELLS FARGO BANK	1486996	10/18/2017	10/2/17	356.57.9000.570.90300	266.67
Fund: 356 - G.O.PIR REFUNDING 2010C					266.67
WELLS FARGO BANK	1486996	10/18/2017	10/2/17	357.57.9000.570.90300	133.33
Fund: 357 - G.O. WMTD REF BONDS 2010C					133.33
EHLERS AND ASSOCIATES, INC.	74961	10/18/2017	10/9/17	365.57.9000.570.30150	2,475.00
WELLS FARGO BANK	1477361	10/18/2017	9/1/17	365.57.9000.570.90300	1,000.00
Fund: 365 - G.O. IMPR BONDS 2015A					3,475.00
WELLS FARGO BANK	1477363	10/18/2017	9/1/17	366.57.9000.570.90300	1,000.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					1,000.00
EVERGREEN LAND SERVICES	00-11876	10/11/2017	9/28/17	402.44.6000.451.30700	320.00
Fund: 402 - PARK ACQ. & DEV. FUND					320.00
CARLSON, MURIEL & WILLIAM	10/13/17	10/18/2017	5.0 ACRE LAND PURCHASE	9.434.42.4200.423.80100	5,000.00
CARLSON, WILLIAM & MURIEL	10/13/18	10/18/2017	6.68 ACRE LAND PURCHASE	434.42.4200.423.80100	5,000.00
DCA TITLE	42782	10/18/2017	20-02100-01-015, 20-02100-01-	434.42.4200.423.30700	100.00
Fund: 434 - 2014 IMPROVEMENT FUND					10,100.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA CTY FINANCIAL SVCS	00027183	10/18/2017	HWY PROJECT #2015-01	435.73.5900.735.30700	683.77
PALDA AND SONS, INC.	FINAL PAY VO. NO. 10	10/11/2017	CITY PROJECT NO. 2015-14	435.73.5900.735.80300	4,210.26
Fund: 435 - 2015 IMPROVEMENT FUND					4,894.03
BARR ENGINEERING COMPANY	23191332.00-11	10/11/2017	78TH AND CONCORD WATER	436.73.5900.736.30300	2,522.00
MEYER CONTRACTING, INC.	PAY VO. NO. 1	10/11/2017	CITY PROJECT NO. 2016-01	436.73.5900.736.80300	212,527.07
WSB & ASSOCIATES, INC.	10/2/17 10	10/11/2017	0-001702-280	436.44.5900.736.30300	2,635.00
WSB & ASSOCIATES, INC.	10/2/17 4	10/11/2017	R-010132-000	436.44.5900.736.30300	5,918.50
Fund: 436 - 2016 IMPROVEMENT FUND					223,602.57
AMERICAN ENGINEERING TESTING, INC.	97983	10/11/2017	INV001	437.73.5900.737.30300	1,262.50
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO. 3	10/09/2017	CITY PROJECT 2017-05	437.44.5900.737.80200	98,200.32
CIMCO REFRIGERATION INC	PAY REQUEST NO. 3	10/11/2017	CITY PROJECT NO. 2017-05	437.44.5900.737.80200	136,515.00
STEVENS ENGINEERS INC	11173	10/11/2017	900-16-269	437.44.5900.737.30300	7,107.84
WENCK ASSOCIATES, INC.	11706762	10/18/2017	B3619-0002	437.73.5900.737.30300	1,032.00
Fund: 437 - 2017 IMPROVEMENT FUND					244,117.66
AMERICAN ENGINEERING TESTING, INC.	97982	10/11/2017	INV001	440.74.5900.740.30300	4,287.50
KIMLEY-HORN & ASSOCIATES, INC.	9831020	10/11/2017	160509021.3	440.74.5900.740.30300	48,280.26
KIMLEY-HORN & ASSOCIATES, INC.	9921085	10/12/2017	160509021.3	440.74.5900.740.30300	47,620.40
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	440.74.5900.740.50025	611.80
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	440.74.5900.740.50025	169.05
PALDA AND SONS, INC.	FINAL PAY VO. NO. 10	10/11/2017	7309 BANCROFT WAY	440.74.5900.740.80300	9,909.23
SRF CONSULTING GROUP, INC	09278.00-13	10/11/2017	UPPER 55TH ST PROJECT	440.74.5900.740.30300	784.01
Fund: 440 - PAVEMENT MANAGEMENT PROJ					111,662.25
BARR ENGINEERING COMPANY	23190328.17-2	10/11/2017	2017 PROJECT REVIEWS	441.74.5900.741.30300	627.00
EAGAN, CITY OF	JUNE-AUGUST 2017	10/11/2017	JUNE-AUGUST 2017 UTILITIES	441.74.5900.741.40030	4,404.53
EMMONS & OLIVIER RESOURCES	00095-0056-10	10/11/2017	00095-0056	441.74.5900.741.30300	1,000.50
EMMONS & OLIVIER RESOURCES	00095-0056-11	10/11/2017	00095-0056	441.74.5900.741.30300	419.25
GERTENS	17907/6	10/11/2017	103566	441.74.5900.741.60065	152.25
GERTENS	18113/6	10/11/2017	103566	441.74.5900.741.60065	304.75
GERTENS	18526/6	10/11/2017	103566	441.74.5900.741.60065	495.00
GERTENS	19561/6	10/11/2017	103566	441.74.5900.741.60065	720.75
GERTENS	19717/6	10/11/2017	103566	441.74.5900.741.60065	1,741.50
K K SPECIALIZED SERVICES INC	FINAL PAY VO. NO. 1	10/11/2017	CULVERT REPAIR UPPER 55TH ST	441.74.5900.741.40066	24,496.01
Fund: 441 - STORM WATER MANAGEMENT					34,361.54
BOLTON & MENK, INC.	0207176	10/11/2017	T18.108658	446.74.5900.746.30300	13,084.50
BOLTON & MENK, INC.	0207181	10/11/2017	T18.112733	446.74.5900.746.30300	11,174.00
BOLTON & MENK, INC.	0207201	10/11/2017	T18.113208	446.74.5900.746.30300	1,260.00
EVERGREEN LAND SERVICES	00-11799	10/11/2017	3/16/17	446.74.5900.746.30300	1,040.00
EVERGREEN LAND SERVICES	00-11811	10/11/2017	4/18/17	446.74.5900.746.30300	1,166.89
EVERGREEN LAND SERVICES	00-11845	10/11/2017	6/21/17	446.74.5900.746.30300	416.05
EVERGREEN LAND SERVICES	00-11846	10/11/2017	6/21/17	446.74.5900.746.30300	240.00
WSB & ASSOCIATES, INC.	10/3/17 4	10/11/2017	0-003599-000	446.74.5900.746.30300	22,111.50
Fund: 446 - NW AREA					50,492.94
PIONEER ENGINEERING	20171006059	10/18/2017	117140	449.45.3000.419.30700	3,725.00
Fund: 449 - COMMUNITY PROPERTY					3,725.00
BARR ENGINEERING COMPANY	6/28/17	10/11/2017	5/20/17-6/16/17	451.75.5900.751.30700	2,716.00
BARR ENGINEERING COMPANY	8/8/17	10/11/2017	JUNE 17-JULY 14 2017	451.75.5900.751.30700	1,136.50
Fund: 451 - HOST COMMUNITY FUND					3,852.50
LONE OAK GRAPHICS INC	37964	10/11/2017	8150	454.43.5500.446.60065	126.29
SHRED-N-GO, INC.	70960	10/18/2017	9/23/17	454.43.5500.446.40025	600.00
Fund: 454 - LANDFILL ABATEMENT					726.29
CITY OF BLOOMINGTON	1700164	10/11/2017	10/4/17	501.50.7100.512.30700	420.00
EAGAN, CITY OF	JUNE-AUGUST 2017	10/11/2017	JUNE-AUGUST 2017 UTILITIES	501.50.7100.512.40005	49,932.13
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	501.50.7100.512.30550	45.23
GLENN LAWN CARE	1039	10/11/2017	0002	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	7090462	10/11/2017	MN00435	501.50.7100.512.30700	683.10
NRG ENERGY INC	000147707413	10/11/2017	008000127768	501.50.7100.512.40020	2,799.90
NRG ENERGY INC	000856624016A	10/11/2017	008000127767	501.50.7100.512.40020	2,737.19
NRG ENERGY INC	000856624016B	10/11/2017	008000127767	501.50.7100.512.40020	3,875.71
NRG ENERGY INC	000856624016C	10/11/2017	008000127767	501.50.7100.512.40020	4,010.64
NRG ENERGY INC	000856624018	10/11/2017	008000127768	501.50.7100.512.40020	3,561.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NRG ENERGY INC	000856624018B	10/11/2017	008000127768	501.50.7100.512.40020	3,430.25
NRG ENERGY INC	000856629121	10/11/2017	008000127767	501.50.7100.512.40020	4,218.87
NRG ENERGY INC	000856629124	10/11/2017	008000127768	501.50.7100.512.40020	3,869.83
TYLER TECHNOLOGIES, INC	025-202921	10/18/2017	41443	501.50.7100.512.70440	791.25
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	501.50.7100.512.50020	380.82
Fund: 501 - WATER UTILITY FUND					81,796.53
EAGAN, CITY OF	JUNE-AUGUST 2017	10/11/2017	JUNE-AUGUST 2017 UTILITIES	502.51.7200.514.40015	25,333.44
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001072825	10/11/2017	5084	502.51.7200.514.40015	157,054.27
NRG ENERGY INC	000856624016B	10/11/2017	008000127767	502.51.7200.514.40020	15.15
NRG ENERGY INC	000856624016C	10/11/2017	008000127767	502.51.7200.514.40020	15.73
NRG ENERGY INC	000856624018	10/11/2017	008000127768	502.51.7200.514.40020	155.66
NRG ENERGY INC	000856624018A	10/11/2017	008000127768	502.51.7200.514.40020	103.60
NRG ENERGY INC	000856624018B	10/11/2017	008000127768	502.51.7200.514.40020	149.93
NRG ENERGY INC	000856629121	10/11/2017	008000127767	502.51.7200.514.40020	17.10
NRG ENERGY INC	000856629124	10/11/2017	008000127768	502.51.7200.514.40020	169.14
TOTAL CONSTRUCTION & EQUIP.	72604	10/11/2017	CIT001	502.51.7200.514.40043	7,197.92
TYLER TECHNOLOGIES, INC	025-202921	10/18/2017	41443	502.51.7200.514.70440	791.25
Fund: 502 - SEWER UTILITY FUND					191,026.42
COCA COLA BOTTLING COMPANY	3633200333	10/11/2017	9/8/17	503.52.8300.524.76100	62.40
COCA COLA BOTTLING COMPANY	3607202169	10/11/2017	9/27/17	503.52.8300.524.76100	558.23
COCA COLA BOTTLING COMPANY	3607202170	10/11/2017	9/27/17	503.52.8300.524.76100	(75.00)
DENNY'S 5TH AVENUE BAKERY	673457	10/18/2017	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	678868	10/11/2017	IW185	503.52.8300.524.76050	65.18
DEX MEDIA	9/20/17 110360619	10/18/2017	110360619	503.52.8500.526.50025	91.21
DRAFT TECHNOLOGIES	1091705	10/18/2017	10/9/17	503.52.8300.524.40042	55.00
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	503.52.8600.527.30550	21.50
GOLFNOW G1, LLC	5100137987	10/11/2017	11031350	503.52.8500.526.50070	2,300.00
MANSFIELD OIL COMPANY	20459056	10/18/2017	24129	503.52.8400.525.60021	1,017.99
NRG ENERGY INC	000856624016A	10/11/2017	008000127767	503.52.8600.527.40020	6.25
NRG ENERGY INC	000856624016B	10/11/2017	008000127767	503.52.8600.527.40020	8.82
NRG ENERGY INC	000856624016C	10/11/2017	008000127767	503.52.8600.527.40020	9.16
NRG ENERGY INC	000856629121	10/11/2017	008000127767	503.52.8600.527.40020	9.96
PEOPLEREADY INC.	22687329	10/18/2017	4121-2686	503.52.8600.527.50045	399.50
PLAISTED COMPANIES, INC.	11886	10/11/2017	INW1	503.52.8600.527.60020	2,000.53
SHAMROCK GROUP	2167046	10/11/2017	07176	503.52.8300.524.76100	112.04
SOUTH BAY DESIGN	100117	10/18/2017	QUARTERLY HOSTING CHAR	503.52.8500.526.50025	255.00
UNIFIRST CORPORATION	090 0384168	10/11/2017	1258268	503.52.8600.527.60045	70.04
UNIFIRST CORPORATION	090 0385228	10/18/2017	1258268	503.52.8600.527.60045	70.08
US FOODSERVICE	4710981	10/11/2017	03805983	503.52.8300.524.76050	462.21
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	503.52.8500.526.50020	281.62
WINFIELD SOLUTIONS, LLC	000061943738	10/18/2017	442575	503.52.8600.527.60030	604.92
Fund: 503 - INVER WOOD GOLF COURSE					8,477.18
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	602.00.2100.415.30550	1.27
HEPPNER'S AUTO BODY	42836	10/18/2017	6/27/17	602.00.2100.415.40048	767.42
LEAGUE OF MN CITIES INS TRUST	9/28/17 40001322	10/11/2017	40001322	602.00.2100.415.50009	119,464.00
SPECIALTY CONTRACTING SERVICE EAST	J007610	10/18/2017	0007964	602.00.2100.415.40048	7,700.00
Fund: 602 - RISK MANAGEMENT					127,932.69
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004103588	10/18/2017	14649	603.140.1450050	80.60
BETTS, BETH	1074	10/11/2017	10/3/17	603.00.5300.444.40040	217.80
EHLERS AND ASSOCIATES, INC.	75000	10/18/2017	10/10/17	603.00.5300.444.70600	4,015.00
ELECTRIC FIRE & SECURITY	5468	10/18/2017	CIT800	603.00.5300.444.40040	632.50
EMERGENCY APPARATUS MAINTENANCE	95436	10/18/2017	9/5/17	603.00.5300.444.40041	520.94
EMERGENCY APPARATUS MAINTENANCE	95438	10/18/2017	9/5/17	603.00.5300.444.40041	2,045.28
EMERGENCY APPARATUS MAINTENANCE	95440	10/18/2017	9/5/17	603.00.5300.444.40041	471.34
FACTORY MOTOR PARTS COMPANY	1-Z12226	10/18/2017	10799	603.140.1450050	209.30
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	603.00.5300.444.30550	12.74
INNOVATIVE OFFICE SOLUTIONS	SUM-035233	10/11/2017	S28777	603.00.5300.444.60012	14.93
INVER GROVE FORD	5239780	10/11/2017	9/29/17	603.00.5300.444.40041	128.72
INVER GROVE FORD	5240510	10/18/2017	10/12	603.00.5300.444.40041	52.89
KIMBALL MIDWEST	5869574	10/11/2017	222006	603.00.5300.444.60012	500.36
LANO EQUIPMENT, INC.	01-477996	10/18/2017	CITYINVERGROVE	603.00.5300.444.40041	3.89
LANO EQUIPMENT, INC.	01-479212	10/18/2017	CITYINVERGROVE	603.00.5300.444.40041	1,696.38
LANO EQUIPMENT, INC.	01-480048	10/18/2017	CITYINVERGROVE	603.00.5300.444.40041	237.09
LANO EQUIPMENT, INC.	03-481105	10/18/2017	CITYINVERGROVE	603.00.5300.444.40041	21.87
MACQUEEN EMERGENCY GROUP	P00440	10/11/2017	INVER003	603.00.5300.444.40041	41.45
MACQUEEN EMERGENCY GROUP	P08803	10/11/2017	INVER002	603.00.5300.444.40041	203.67

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MID CITY SERVICES, INC.	67957	10/11/2017	9/29/17	603.00.5300.444.40065	45.75
MTI DISTRIBUTING CO	114793-00	10/11/2017	91180	603.00.5300.444.40041	966.88
NUSS TRUCK AND EQUIPMENT	4531933P	10/18/2017	38679B	603.00.5300.444.40041	60.75
O' REILLY AUTO PARTS	1767-292412	10/18/2017	1578028	603.00.5300.444.40041	117.71
O' REILLY AUTO PARTS	1767-292413	10/18/2017	1578028	603.00.5300.444.40041	15.19
O' REILLY AUTO PARTS	1767-292426	10/18/2017	1578028	603.00.5300.444.40041	(18.00)
O' REILLY AUTO PARTS	1767-292587	10/18/2017	1578028	603.00.5300.444.60012	8.87
O' REILLY AUTO PARTS	1767-292634	10/18/2017	1578028	603.00.5300.444.40041	9.99
O' REILLY AUTO PARTS	1767-292897	10/18/2017	1578028	603.00.5300.444.40041	29.94
O' REILLY AUTO PARTS	1767-293506	10/18/2017	1578028	603.00.5300.444.60012	4.36
O' REILLY AUTO PARTS	1767-293523	10/18/2017	1578028	603.00.5300.444.40041	13.18
O' REILLY AUTO PARTS	1767-293679	10/18/2017	1578028	603.00.5300.444.40041	70.00
O' REILLY AUTO PARTS	1767-293738	10/18/2017	1578028	603.00.5300.444.60012	14.10
O' REILLY AUTO PARTS	1767-293749	10/18/2017	1578028	603.00.5300.444.40041	(18.00)
O' REILLY AUTO PARTS	1767-293854	10/18/2017	1578028	603.00.5300.444.40041	(18.00)
POMP'S TIRE SERVICE, INC.	980042561	10/18/2017	4507826	603.00.5300.444.40041	52.50
RHOMAR INDUSTRIES, INC	89779	10/18/2017	9/29/17	603.00.5300.444.60012	2,612.90
RUFFRIDGE-JOHNSON	WA00986	10/11/2017	INVE01	603.00.5300.444.40041	44.80
RUFFRIDGE-JOHNSON	IA08514	10/18/2017	9/29/17	603.00.5300.444.40041	406.50
SEMA EQUIPMENT INC.	1084480	10/18/2017	4504309	603.00.5300.444.40041	846.85
TITAN MACHINERY	9987649	10/18/2017	3427628	603.00.5300.444.40041	417.01
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	603.00.5300.444.40065	173.89
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0386250	10/18/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0386250	10/18/2017	1051948	603.00.5300.444.60045	39.67
VERIZON WIRELESS	9793324881	10/11/2017	Telephone	603.00.5300.444.50020	110.20
ZIEGLER INC	PC100153858	10/11/2017	4069900	603.00.5300.444.40041	2,384.25
Fund: 603 - CENTRAL EQUIPMENT					19,707.89
INNOVATIVE OFFICE SOLUTIONS	SUM-035233	10/11/2017	S28777	604.00.2200.416.60005	193.71
INNOVATIVE OFFICE SOLUTIONS	SUM-035233	10/11/2017	S28777	604.00.2200.416.60010	2,108.80
US BANCORP EQUIPMENT FINANCE, INC.	340774892	10/11/2017	923425	604.00.2200.416.40050	2,230.11
Fund: 604 - CENTRAL STORES					4,532.62
AEP ONSITE PARTNERS, LLC	419-21086802	10/11/2017	10/5/17	605.00.7500.460.40020	2,286.73
BETTS, BETH	1074	10/11/2017	10/3/17	605.00.7500.460.30700	622.20
CULLIGAN	9/30/17 157-98503022-8	10/18/2017	157-98503022-8	605.00.7500.460.60011	158.75
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	605.00.7500.460.30550	3.50
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	605.00.7500.460.50025	26.25
LONE OAK COMPANIES	76232	10/11/2017	9/29/17	605.00.7500.460.50035	319.76
LONE OAK COMPANIES	10/9/17	10/11/2017	UTILITY BILLING	605.00.7500.460.50035	1,564.00
MAS COMMUNICATIONS	170900050101	10/11/2017	1010	605.00.7500.460.40040	48.20
SERVICE FIRE PROTECTION, INC.	12658	10/11/2017	9/14/17	605.00.7500.460.50055	290.00
SPOK, INC.	A0317493V	10/18/2017	0317493-5	605.00.7500.460.40065	4.58
TOTAL CONSTRUCTION & EQUIP.	72527	10/11/2017	CIT001	605.00.7500.460.40040	1,169.52
Fund: 605 - CITY FACILITIES					6,493.49
CITRIX SYSTEMS, INC.	13E44	10/11/2017	10/1/17-10/31/17	606.00.1400.413.50070	111.26
CIVICPLUS	167151	10/18/2017	9/30/17	606.00.1400.413.30700	22.19
GENESIS EMPLOYEE BENEFITS, INC	IN1116820	10/18/2017	Payroll	606.00.1400.413.30550	25.70
GS DIRECT, INC.	336977	10/11/2017	CIT165	606.00.1400.413.30700	472.00
HARRIS COMPUTER SYSTEMS	CT035255	10/11/2017	INV1100	606.00.1400.413.80620	4,991.00
IDEAL SYSTEM SOLUTIONS, INC.	62678	10/11/2017	8/15/17	606.00.1400.413.50070	19,025.50
IDEAL SYSTEM SOLUTIONS, INC.	63066	10/11/2017	8/31/17	606.00.1400.413.50070	9,066.03
OFFICE OF MN. IT SERVICES	DV17070523	10/11/2017	200B00171	606.00.1400.413.50070	310.00
OFFICE OF MN. IT SERVICES	DV17080524	10/11/2017	9/12/17	606.00.1400.413.50070	310.00
OFFICE OF MN. IT SERVICES	DV17090524	10/11/2017	200B00171	606.00.1400.413.50070	310.00
SHI INTERNATIONAL CORP	13298206	10/11/2017	WINTERIZATION AGREEMENT	606.00.1400.413.50070	6,280.00
US INTERNET	110-080034-0048	10/11/2017	110-080034	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9793324881CR	10/11/2017	Telephone	606.00.1400.413.50020	(43.70)
WORKS COMPUTING, INC.	28737	10/11/2017	INVER	606.00.1400.413.30700	880.00
WORKS COMPUTING, INC.	28738	10/11/2017	INVER	606.00.1400.413.30700	3,580.00
Fund: 606 - TECHNOLOGY FUND					45,559.98
BARR ENGINEERING COMPANY	6/28/17	10/11/2017	5/20/17-6/16/17	702.229.2282601	235.00
BARR ENGINEERING COMPANY	6/28/17	10/11/2017	5/20/17-6/16/17	702.229.2293002	1,137.50
BARR ENGINEERING COMPANY	8/8/17	10/11/2017	JUNE 17-JULY 14 2017	702.229.2282601	320.00
BARR ENGINEERING COMPANY	8/8/17	10/11/2017	JUNE 17-JULY 14 2017	702.229.2293002	87.50
BARR ENGINEERING COMPANY	23190328.16-18	10/11/2017	2016 PROJECT REVIEWS	702.229.2296102	3,614.28
BARR ENGINEERING COMPANY	23190328.17-2	10/11/2017	2017 PROJECT REVIEWS	702.229.2298801	304.50
BENNEROTTE, THOMAS	10/10/17	10/18/2017	ESCROW RELEASE	702.229.2292701	1,121.50
BENNEROTTE, THOMAS	10/10/17	10/18/2017	ESCROW RELEASE	702.229.2304402	7.99
CARLTON COUNTY SHERIFF'S OFFICE	09CR153633	10/11/2017	GABRIEL WALLACE	702.229.2291000	200.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CULLIGAN	9/30/17 157-98473242-8	10/18/2017	157-98473242-8	702.229.2286300	138.31
EMMONS & OLIVIER RESOURCES	00095-0056-10	10/11/2017	00095-0056	702.229.2285901	733.17
EMMONS & OLIVIER RESOURCES	00095-0055-7	10/11/2017	00095-0055	702.229.2287302	767.00
GOODHUE COUNTY SHERIFF'S OFFICE	17001162	10/18/2017	JONAS VIRNIA	702.229.2291000	500.00
HASSEBROEK, LORI & STANELY	10/10/17	10/18/2017	ENGINEERING ESCROW REL	702.229.2289602	1,953.37
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	702.229.2283602	39.38
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	702.229.2283602	39.38
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	702.229.2284602	35.00
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	702.229.2284702	30.63
LILLIE SUBURBAN NEWSPAPERS	9/29/17 001363	10/11/2017	Advertising/Publishing	702.229.2284802	35.00
LUTHER COMPANY, LLLP THE	9/27/17	10/11/2017	IRREVOCABLE LETTER OF Cf	702.229.2296402	14,120.77
SANCHEZ, JESSE	9/22/17	10/11/2017	ESCROW RELEASE - 7537 AL	702.229.2291301	992.37
Fund: 702 - ESCROW FUND					26,412.65
Grand Total					1,872,511.16

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Certifying Delinquent Utility Bills

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Jennifer Blackbird 651-450-2520
 Prepared by: Jennifer Blackbird, Accounting
 Tech.
 Reviewed by: Kristi Smith, Finance Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the resolution certifying delinquent unpaid water, sewer, and storm water charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City's Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified to the County Auditor for collection with property taxes. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is \$182,187.00 which is \$10,362.00 more than the last year. The amount to be certified includes \$65675.44 water, \$83915.66 sewer, \$6888.66 storm water and \$25283.24 administrative charge and interest.

In comparing this to prior years, we certified in 2016, \$171,825.00, in 2015, \$166,178.00, in 2014, \$198,789.00, in 2013, \$198,447.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water, sewer, and storm water charges to the County Auditor to be collected with other taxes on said property.

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

RESOLUTION NO.

**RESOLUTION CERTIFYING UNPAID DELINQUENT WATER, SEWER, AND STORM WATER
CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON
SAID PROPERTY**

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water, sewer, and storm water charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of \$182,187.00.

2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.

3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

Adopted by the City Council of Inver Grove Heights this 23rd day of October 2017.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding Contract for Custodial Services

Meeting Date: October 23, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider awarding a two-year contract for Contracted Custodial Services to Perfection Plus as outlined below. A copy of the contract is attached and will be executed once approved by the Council.

SUMMARY

Beginning in 2012, the City of Inver Grove Heights hired a contracted custodial service to provide cleaning services at City Hall, Public Safety, Public Works, and the VMCC/Grove. Over the last six years the City has used Common Sense Inc. to provide this contracted service and the Council approved a 2-year contract with Common Sense Inc. The term of the current contract expires on December 31, 2017, and can be terminated with a 30-day written notice.

In an effort to test the market, the City sent out a Request for Proposal (RFP) to review proposals of firms interested and qualified to do this work. We received a total of six responses as follows:

	Common Sense (Current)	Perfection Plus		Linn	Common Sense	Coverall	Cady
City Hall	21,948.00	27,625.00		23,430.72	21,948.00	22,128.00	23,396.00
Maintenance Facility	3,684.00	5,304.00		3,528.00	3,684.00	5,496.00	4,756.00
Public Safety	23,907.24	26,520.00		29,448.00	23,906.04	19,584.00	23,525.00
VMCC	89,205.72	70,290.00		131,148.24	89,205.72	89,928.00	60,611.00
Total	138,744.96	129,739.00		187,554.96	138,743.76	137,136.00	112,288.00

We interviewed Perfection Plus, Common Sense, Coverall, and Cady and are recommending Perfection Plus at this time. Based on the fact that this is a service contract, we are not required to hire the lowest cost proposal. Through the interviews and reference checks, it is believed that Perfection Plus will provide the City with the best value and customer service.

As stated in the RFP, it is our intent to begin this contract on December 4, 2017, and with the Council approval we will provide Common Sense with a 30-day written notice canceling our contract on November 30th.

JANITORIAL SERVICES CONTRACT

THIS JANITORIAL SERVICES CONTRACT is made and entered into by and between the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation located in Dakota County, State of Minnesota, and Perfection Plus Cleaning Services, located at 9855 West 78th Street, Suite 180 Eden Prairie, MN 55344.

WHEREAS, the City wishes to hire Contractor as an independent contractor to provide Janitorial Services to be performed in certain City facilities; and

WHEREAS, the parties wish to clearly delineate the responsibilities of each party to this Contract;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1 **DEFINITIONS**

- 1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.
- 1.2 **City.** City means the City of Inver Grove Heights, a Minnesota Municipal Corporation.
- 1.3 **Contractor.** Contractor means Perfection Plus Cleaning Services.
- 1.4 **Personnel.** Personnel means Contractor's employees who perform Janitorial Services in City facilities. Personnel are not employees of the City.
- 1.5 **Janitorial Services.** Janitorial Services means performance of maintenance, janitorial, and cleaning duties. The Janitorial Services are more fully described on the attached Exhibit A.
- 1.6 **Contract.** This Janitorial Services Contract.

ARTICLE 2 **TERM AND TERMINATION**

- 2.1 **Contract Term.** Contractor agrees to furnish services on behalf of the City during the period commencing December 4, 2017 and terminating December 31, 2019.
- 2.2 **Termination.** This Contract may be terminated by the City or Contractor at any time, with or without cause, upon not less than thirty (30) days written notice delivered by U.S. Mail or personally served and addressed as provided in Section 5 of the Specifications and Special Provisions for Janitorial Services Document. This Contract may be terminated by the City immediately upon delivery of written notice in the event of a violation of any of the provisions of

Section 4.15 or Section 11 of the Specifications and Special Provisions for Janitorial Services document, which is attached hereto as Exhibit A.

ARTICLE 3
PAYMENT FOR JANITORIAL SERVICES

3.1 Payment Schedule. The Contractor shall be paid for cleaning services performed at the following locations in the City, as follows:

Service Location	2018 Monthly Fee	2019 Monthly Fee
INVER GROVE HEIGHTS CITY HALL, 8150 Barbara Ave.	2,302.08	2,310.83
INVER GROVE HEIGHTS MAINTENANCE BUILDING, 8168 Barbara Ave.	442.00	459.68
INVER GROVE HEIGHTS PUBLIC SAFETY BUILDING, 8150 Barbara Ave.	2,210.00	2,298.40
INVER GROVE HEIGHTS VETERANS MEMORIAL COMMUNITY CENTER, 8055 Barbara Ave.	5,857.50	6,091.80

2018 monthly fees will be used for payment for services render December 4, 2017 – December 31, 2017.

3.2 Additional Work. Extra cleaning required by the City, such as cleaning after special events, carpet cleaning, and floor cleaning shall be performed by Contractor upon written request of the City. Such extra cleaning services shall be provided at an hourly rate of \$22.50 per hour.

3.3 Payment for Services. Payment for services completed, shall be made monthly, directly to the Contractor, based upon invoices submitted by the 10th day of the month for the preceding month's services.

ARTICLE 4
CONTRACTOR'S DUTIES

4.1 Provision of Janitorial Services. Contractor shall provide Janitorial Services in accordance with the requirements, plans, and specifications found in the attached Exhibit A, Specifications and Special Provisions for Janitorial Services. Contractor shall comply with all provisions in Exhibit A.

4.2 Supervision of Personnel. Contractor shall provide the Janitorial Services to the City through Personnel and shall supervise Personnel in the performance of Janitorial Services. Contractor shall be responsible for hiring, training, and controlling the means, manner, and method by which the Janitorial Services are performed by Personnel. Consistent with the relationship between the parties to this Janitorial Services Contract, Contractor and the Personnel shall not be represented to the public as employees of the City. Contractor shall provide all necessary information and consents from Personnel in order for City to conduct a criminal background investigation on Personnel. Contractor shall not permit any Personnel to perform Janitorial Services

in any City Facilities until the City has completed a criminal background check on the Personnel, and has affirmatively informed Contractor that the particular individual is approved by the City to provide Janitorial Services to the City.

4.3 Conduct of Business. Contractor agrees to secure any and all necessary licenses for Contractor's business and operations and to conduct its business and operations in full compliance with all applicable laws, codes, and regulations.

4.4 Personnel Payroll and Benefit Administration. Contractor shall exclusively perform and administer all payroll, compensation, and fringe benefit functions for the Personnel. Contractor shall pay Personnel all wages and other compensation owed to Personnel for Janitorial Services performed by Personnel.

4.5 Invoices. Contractor shall submit an itemized invoice on a monthly basis to the City for Janitorial Services provided.

4.6 Indemnification. Unless incurred due to the negligence or intentional misconduct or the City or City's employees, Contractor shall indemnify, defend, and hold the City, its Council, agents, and employees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the City incurs or suffers, which arise out of, result from, or relate to:

- a. The Personnel's performance of Janitorial Services;
- b. The Personnel's failure to perform Janitorial Services;
- c. The Personnel's assertion of any claims, including but not limited to any claims under the Workers' Compensation Act of Minnesota, against the City;
- d. Contractor's failure to fully perform, in any respect, all obligations under this Contract;
- e. Contractor's performance of obligations under this Contract;
- f. The termination of this Agreement by the City.

4.7 Insurance. Contractor shall keep in force the following insurance policies in the following amounts at all times during the term of this Contract:

<u>A.</u>	<u>General Liability Insurance</u>	<u>Minimum Limits</u>
	Bodily Injury	\$1,500,000 each occurrence
	Property Damage	\$1,000,000 each occurrence

- | | | |
|----|-----------------------------|-----------------------------|
| B. | <u>Automobile Insurance</u> | <u>Minimum Limits</u> |
| | Bodily Injury | \$1,500,000 each occurrence |
| | Property Damage | \$250,000 each occurrence |
- C. Notice of Cancellation. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without ten (10) days prior notice thereof to the City.
- D. Workers' Compensation Insurance. Contractor must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000.00 Bodily Injury each accident, \$500,000.00 Bodily Injury by Disease, policy limit, and \$500,000.00 Bodily Injury by Disease, each employee.
- E. Additional Insured – Certificate of Insurance. Contractor shall list the City as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.
- F. Copies of Certificates. Prior to the effective date of this contract, and as a condition precedent to this contract, the Contractor will furnish the City with Certificates of Insurance listing the City as a certificate holder.

4.8 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Contractor, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

ARTICLE 5 **CITY'S DUTIES**

5.1 Provision of Supplies. The City shall furnish the cleaning supplies, including all equipment, to Contractor that are necessary for Personnel to provide the Janitorial Services.

5.2 Payment of Invoices. The City shall pay the invoices it receives from Contractor for the Janitorial Services in the same manner and time as other similar claims made to the City.

ARTICLE 6 **MISCELLANEOUS**

6.1 Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. No tenure or

any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

6.2 Data Privacy. Contractor shall comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Contractor shall not disclose non-public information except as authorized by the Act. Contractor acknowledges and agrees that the City shall be entitled to disclose data related to this Contract as required by law. Information supplied by Contractor to City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information shall become public data unless it falls into one of the exceptions of the Act. Contractor shall notify the City of any data that Contractor believes should be classified as non-public data.

6.3 Records Availability and Retention. Pursuant to Minnesota Statutes §16B.06, Subd. 4, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Contract.

6.4 Merger and Modification. It is understood and agreed that the entire agreement between the parties is contained in this Contract, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items attached to this Contract as Exhibits are deemed to be part of this Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by both parties.

6.5 Subcontracting and Assignment. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors. Neither party shall assign this Contract or any interest arising herein without the written consent of the other party.

6.6 Nondiscrimination. During the term of this Contract, the Contractor agrees to comply with all federal, state, and local antidiscrimination laws, and that no person or Personnel shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

6.7 Notices. Any notices required by this Contract must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested addressed as follows:

If to Contractor: Perfection Plus Building Services Inc.
Attn: Sonny Zahn
9855 West 78th Street, Suite 180
Eden Prairie, MN 55344

If to City: City of Inver Grove Heights
Attn: Mr. Joseph Lynch
8150 Barbara Ave.
Inver Grove Heights MN 55077

6.8 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Contract shall be binding upon the parties and the successors and assigns of the parties.

6.9 Amendment. Any amendments to this Contract shall be in writing and signed by all parties hereto.

6.10 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract or its breach shall be in Dakota County, Minnesota.

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

6.12 No Partnership. This Contract does not create a partnership relationship between Contractor and City. Contractor does not have authority to enter into contracts on the City's behalf.

6.13 Validity. If any provision or provisions of this Contract shall be held to be invalid, illegal, or unenforceability of the remaining provision shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officials.

CITY OF INVER GROVE HEIGHTS

By: _____
Its: Mayor

Attest: _____
City Clerk

Dated: _____

CONTRACTOR

By: _____
Its: _____

Dated: _____

Contractor has signed this Agreement, and the City Council having duly approved this Agreement on the 23th day of October, 2017 and pursuant to such approval and the proper City officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

CITY OF INVER GROVE HEIGHTS

By _____
Mayor

By _____

Title

By _____
City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPOINTMENT TO FILL PLANNING COMMISSION VACANCY

Meeting Date: October 23
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Appoint Brett Kramer to fill the vacancy on the Planning Commission

- Requires 3/5th's vote

SUMMARY

The City Council adopted a resolution memorializing the resignation of Luke Therrien on October 9, 2017. The City Council gave direction to staff to contact the next highest vote getter from the last round of appointments in May, 2017. Staff contacted Mr. Kramer who indicated he would like to be on the Planning Commission. The term of the vacant seat expires on May 31, 2018. If Mr. Kramer is appointed, he would have to apply again in May, 2018 to be reappointed.

RECOMMENDATION: Council to appoint new commission member. Appointment to begin with the November 7 Planning Commission Meeting.

Attachments: Brett Kramer application from May, 2017

3rd Choice:

4th Choice:

Name: Brett Kramer

Date:

Address:

Zip Code:

Home Phone: 651-343-2041

Work Phone: 612-851-0334

Email Address: bkramer@johnsonbank.com

Years/Months: ~23 Years

Please provide an overview of our employment, occupation, or other experiences:: Since graduating college in 2007, I have held various positions in the commercial and residential real estate industry. My current position as a commercial real estate lender allows me to interact with active real estate investors and developers (both local and regional/national, and public and private) and has provided me insights regarding how different stakeholders (developers, municipalities, etc.) interpret the feasibility and impact that any one development has as it relates to financial returns as well as advancement of a community.

Please provide a short paragraph summarizing why you are seeking appointment to an Advisory Commission.: I was born and raised in Inver Grove Heights and in 2013, my wife (also from IGH) and I purchased our first home in Inver Grove Heights. Being in my early 30's and now having a family of my own and a career in commercial real estate, I believe that I can draw on my own experiences of growing up in Inver Grove, working the real estate industry and understand the needs of today's family to offer impactful contribution to planning of the city's future growth.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: I grew up in Inver Grove Heights and am a product of Hilltop Elementary, IGH Middle School and Simley High School (2003). I attended Marquette University and graduated with a business degree in Commercial Real Estate Finance and International Business. My wife has worked for the City of Inver Grove Heights for several for 5+ years. I do not see any potential conflict of interest with my wife's employment; however, should a specific matter arise during my tenure that could be viewed as such, I have the awareness to remove myself from any such vote or recommendation; this goes the same for potential conflicts in my career. Thank you for your consideration.

Additional Information:

Form submitted on: 5/5/2017 11:19:42 AM

Submitted from IP Address: 12.18.15.5

Referrer Page: <http://www.ci.inver-grove-heights.mn.us/index.aspx?NID=643>

Form Address: <http://mn-invergroveheights2.civicplus.com/Forms.aspx?FID=41>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Amend Assessment Roll for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Thomas J. Kaldunski, City Engineer *TJK*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Amend Assessment Roll for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction to reflect credits for the Residential Driveway Restoration Program participation.

BACKGROUND

The Driveway Restoration Program was initiated in 2008. This program allows homeowners who meet certain driveway reconstruction requirements, and who are impacted by the project, to receive a credit against the special assessment for the project levied against the homeowner's property. During reconstruction, the City typically removes and restores a portion of the driveway to tie into the newly reconstructed street. This program was developed for homeowners who desire to replace their entire driveway in conjunction with a City project to receive a credit for the paving the City would have performed. The homeowner hires a contractor of their choice to reconstruct and pave their entire driveway from the garage up to the curb. The driveway credit is based on City contract prices and the estimated portion of the project assessment designated for driveway paving on the project. The twenty-one (21) residential participants receive the same credit amount of \$300.00. This represents a total driveway credit program of \$6,300.

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

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

TJK/kf

Attachments: Amended Assessment Roll for 2016-09E Driveway Credits
 Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO _____

**RESOLUTION AMENDING THE ASSESSMENT ROLL FOR CITY PROJECT NO. 2016-09E –
BANCROFT WAY AREA RECONSTRUCTION TO REFLECT CREDITS FOR THE
RESIDENTIAL DRIVEWAY RESTORATION PROGRAM PARTICIPATION**

WHEREAS, on May 8, 2017, the assessment roll for City Project No. 2016-09E – Bancroft Way Area Reconstruction was adopted by the City Council of Inver Grove Heights; and

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

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

WHEREAS, the 2016-09E assessment roll as attached has been updated to reflect the credit applied towards these homeowners assessment.

NOW, THEREFORE, BE IT RESOLVED THAT the updated assessment roll for City Project No. 2016-09E – Bancroft Way Area Reconstruction is hereby amended to reflect credits for the Residential Driveway Restoration Program.

Adopted this 23rd day of October 2017 by the City Council of the City of Inver Grove Heights, Minnesota.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

FINAL ASSESSMENT ROLL

(Terms: 10 Years at 4.25% Interest (Interest starts to accrue 1/1/18))

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	FINAL ASSESSMENT	DRIVEWAY CREDIT	FINAL ASSESSMENT WITH DRIVEWAY CREDIT
1	204405001010	LYLE & ARDIS PIEPER	7020	BALLARD CT	\$600.00		\$600.00
1	204405001020	MICHAEL WEISMILLER	7030	BALLARD CT	\$600.00		\$600.00
1	204405001030	THOMAS SR & CINTHIA STANGL	7040	BALLARD CT	\$600.00		\$600.00
1	204405001040	ANN LEE	7050	BALLARD CT	\$600.00		\$600.00
1	204405001050	JAMES & MARGARET REED	7060	BALLARD CT	\$600.00		\$600.00
1	204405001060	WAYNE JR & SANDRA VANOSS	7070	BALLARD CT	\$600.00		\$600.00
1	204405002010	JON & BONNIE LESSARD	7177	BALLARD TRL	\$600.00		\$600.00
1	204405002020	DANIEL & CAROL DERBY	7173	BALLARD TRL	\$600.00		\$600.00
1	204405003010	KAREN OASE	7180	BALLARD TRL	\$600.00		\$600.00
1	204405003020	EDWARD & DOROTHEA GUTZMANN	7176	BALLARD TRL	\$600.00		\$600.00
1	204405003030	GLORIA JANTZEN	7172	BALLARD TRL	\$600.00		\$600.00
1	204405003040	EARL & MARY JO QUEHL TRUST	7168	BALLARD TRL	\$600.00		\$600.00
1	204405101010	ROBERT & LAURA WEBB	7121	BALLARD TRL	\$600.00		\$600.00
1	204405101020	PAUL & CAROLE MARTIN	7117	BALLARD TRL	\$600.00		\$600.00
1	204405101030	CORRINE LEAFGREN	7113	BALLARD TRL	\$600.00		\$600.00
1	204405101040	GARY & NANCY S HOVEY	7109	BALLARD TRL	\$600.00		\$600.00
1	204405101050	ALBERT & EUGINA HAIDER	7105	BALLARD TRL	\$600.00		\$600.00
1	204405101060	VALDIN & BONITA BUCHMEIER	7101	BALLARD TRL	\$600.00		\$600.00
1	204405102010	MARK & MARY HARTMAN	7098	BALLARD TRL	\$600.00		\$600.00
1	204405102020	HOWARD & JEANNE FRANSON	7102	BALLARD TRL	\$600.00		\$600.00
1	204405102030	HOLLAND & JANICE LAAK	7106	BALLARD TRL	\$600.00		\$600.00
1	204405102040	VERNON HOFFMAN & DEBBIE SCHAUMANN-HOFFMAN	7110	BALLARD TRL	\$600.00		\$600.00
1	204405102050	JAMES & SANDRA HILDEBRAND	7114	BALLARD TRL	\$600.00		\$600.00
1	204405102060	THOMAS STACK & MAUREEN QUINN TRUST	7116	BALLARD TRL	\$600.00		\$600.00
1	204405103010	DAVID HANSON TRUST	7120	BALLARD TRL	\$600.00		\$600.00
1	204405103020	LEONARD & DIANE MUNSON	7124	BALLARD TRL	\$600.00		\$600.00
1	204405103030	THOMAS & ANNETTE ADAM	7128	BALLARD TRL	\$600.00		\$600.00
1	204405103040	DONALD & JOANNE FROST	7132	BALLARD TRL	\$600.00		\$600.00
1	204405103050	INGRID EMERSON	7136	BALLARD TRL	\$600.00		\$600.00
1	204405103060	DOUGLAS & CONSTANC NELSON	7140	BALLARD TRL	\$600.00		\$600.00
1	204405103070	STEPHEN & JANE TSCHIDA	7144	BALLARD TRL	\$600.00		\$600.00
1	204405103080	LARRY & FRANCES BUTLER	7148	BALLARD TRL	\$600.00		\$600.00
1	204405103090	ROGER & JUDITH EICHELINGER	7152	BALLARD TRL	\$600.00		\$600.00
1	204405103100	FORREST PAUL & SANDRA BOLLINGER	7156	BALLARD TRL	\$600.00		\$600.00
1	204405103110	JOHN & BARBARA HENKE	7160	BALLARD TRL	\$600.00		\$600.00
1	204405103120	NORMAN B & MARILYN J HANSEN	7164	BALLARD TRL	\$600.00		\$600.00
1	204405104010	RICHARD G & RITA M VOS	7169	BALLARD TRL	\$600.00		\$600.00
1	204405104020	JAMES W & PATRICIA A CLARKE	7165	BALLARD TRL	\$600.00		\$600.00
1	204405104030	RICHARD F & DIANE M ROSSI	7161	BALLARD TRL	\$600.00		\$600.00
1	204405104040	KRISTINE M BOLAND	7157	BALLARD TRL	\$600.00		\$600.00

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

FINAL ASSESSMENT ROLL

(Terms: 10 Years at 4.25% Interest (Interest starts to accrue 1/1/18))

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	FINAL ASSESSMENT	DRIVEWAY CREDIT	FINAL ASSESSMENT WITH DRIVEWAY CREDIT
1	204405104050	RONALD CARL & JUDITH KAY HANSON	7153	BALLARD TRL	\$600.00		\$600.00
1	204405104060	PATRICK M & JOAN M FARLEY	7149	BALLARD TRL	\$600.00		\$600.00
1	204405104070	RICHARD G LAMM & LESLIE DAVIS	7145	BALLARD TRL	\$600.00		\$600.00
1	204405104080	MATTHEW GREG JR DASOVIC & JEANNE SMITH	7141	BALLARD TRL	\$600.00		\$600.00
1	204405104090	PAUL A & KATHRYN M GEISS	7137	BALLARD TRL	\$600.00		\$600.00
1	204405104100	JEREMIAH J & PATRICIA LUCEY	7133	BALLARD TRL	\$600.00		\$600.00
1	204405104110	CARL H RUNBERG & KATHLEEN KENNY	7129	BALLARD TRL	\$600.00		\$600.00
1	204405104120	JANET TSTE SELL	7125	BALLARD TRL	\$600.00		\$600.00
2	203680003010	BRETT M ARNOLD & DIANE DEWOLFE	7219	BALDWIN AVE	\$6,847.06		\$6,847.06
3	203680003020	PAUL E & KATHLEEN A OBERG	7239	BALDWIN AVE	\$6,847.06	\$300.00	\$6,547.06
4	203680003030	MICHAEL & ELIZABETH ROHRER	7259	BALDWIN AVE	\$6,847.06	\$300.00	\$6,547.06
5	203680003040	TODD M & CANDACE J MATHIASON	7279	BALDWIN AVE	\$6,847.06		\$6,847.06
6	203680003050	CHARLES E & JEANNE T UNDERBAKKE	7299	BALDWIN AVE	\$6,847.06		\$6,847.06
7	203680003060	PATRICIA A GOGOLAKIS	7319	BALDWIN AVE	\$6,847.06		\$6,847.06
8	203680003070	MARK H & CYNTHIA M YARRINGTON	7339	BALDWIN AVE	\$6,847.06		\$6,847.06
9	203680003080	MARK E MOSVICK	7359	BALDWIN AVE	\$6,847.06		\$6,847.06
10	203680003090	JAMES G & CHRISTINE POLAK	7346	BANCROFT WAY	\$6,847.06		\$6,847.06
11	203680000010	CITY OF INVER GROVE HEIGHTS			\$2,942.52		\$2,942.52
12	203680004010	MARK & MICHELE THOMAS	7342	BANCROFT WAY	\$6,847.06		\$6,847.06
13	203680004020	BILLY H & JOYCE L WILMES	7338	BANCROFT WAY	\$6,847.06		\$6,847.06
14	203680004030	JEROME E & MICHELE C LARDANI	7334	BANCROFT WAY	\$6,847.06		\$6,847.06
15	203680004040	LAURINE RUDIE	7341	BARBARA AVE	\$5,040.22		\$5,040.22
16	203680000040	CITY OF INVER GROVE HEIGHTS			\$8,823.36		\$8,823.36
17	200090032016	LEONARD P & MILDRED BELZ	7210	BABCOCK TRL	\$6,500.00		\$6,500.00
18	203680005010	MICHAEL & ANNELISE CALIGUIRE	7354	BARBARA AVE	\$6,847.06		\$6,847.06
19	203680001270	MARK E & NANCY C JOHNSON	7346	BARBARA AVE	\$6,847.06		\$6,847.06
20	203680001260	DEANNA M & LOTT O SOMVONG	7338	BARBARA AVE	\$6,847.06		\$6,847.06
21	203680001250	PETER R & MARY JO FORREST	7330	BANCROFT WAY	\$6,847.06		\$6,847.06
22	203680001240	JEFFREY D & AMY J HEIKKINEN	7326	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
23	203680001230	PAUL ROSS & TIMBERLY JOHNSON	7322	BANCROFT WAY	\$6,847.06		\$6,847.06
24	203680001220	TERRANCE E & CANDACE HEIMERL	7318	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
25	203680001210	NAKLA BLAIR	7314	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
26	203680001200	DENNIS P & DIANA L FAHEY	7310	BANCROFT WAY	\$6,847.06		\$6,847.06
27	203680001190	JOYCE MARIE MAZZITELLO	7306	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
28	203680001180	DIOMEDES & MARIA T AVILES	7302	BANCROFT WAY	\$6,847.06		\$6,847.06
29	203680001170	CALVIN G JOHNSON & TECHKLA HELSPER	7296	BANCROFT WAY	\$6,847.06		\$6,847.06
30	203680001160	TIMOTHY E & LORI J AHERN	7292	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
31	203680001150	JAYDEE D & SHANNON L BADE	7288	BANCROFT WAY	\$6,847.06		\$6,847.06
32	203680001140	RANDY VO & HEIN THI NGO	7284	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
33	203680001130	KAMRUL ISLAM	7280	BANCROFT WAY	\$6,847.06		\$6,847.06

CITY PROJECT NO. 2016-09E - BANCROFT WAY AREA RECONSTRUCTION
FINAL ASSESSMENT ROLL
(Terms: 10 Years at 4.25% Interest (Interest starts to accrue 1/1/18))

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	FINAL ASSESSMENT	DRIVEWAY CREDIT	FINAL ASSESSMENT WITH DRIVEWAY CREDIT
34	203680001120	HARLAN L & MARY J CHRISTENSEN	7276	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
35	203680001110	LAYNE B & PATRICIA A BENDER	7272	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
36	203680001100	DARLENE C EDWARDS	7268	BANCROFT WAY	\$6,847.06		\$6,847.06
37	203680001090	JOHN P & CHRISTINE M GORMAN	7264	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
38	203680001080	KEVIN D & LINDA J MELCHERT	7260	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
39	203680001070	MICHAEL J & LYNNE A BATES	7256	BANCROFT WAY	\$6,847.06		\$6,847.06
40	203680001060	PATRICIA L KRUG	7252	BANCROFT WAY	\$6,847.06		\$6,847.06
41	203680001050	CLINTON J & BONNIE J JOHNSON	7248	BANCROFT WAY	\$6,847.06		\$6,847.06
42	203680001040	MICHAEL P & PATRICIA DANIELS	7244	BANCROFT WAY	\$6,847.06		\$6,847.06
43	203680001030	HANS P & JOANN D THOLEY	7240	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
44	203680001010	YOUANNES TAWFIK & RANDA HELMY WISSA	7216	BALDWIN AVE	\$6,847.06		\$6,847.06
45	203680001020	WILLIAM & SANDRA R NELSON	7236	BALDWIN AVE	\$6,847.06		\$6,847.06
46	203680002230	RICHARD J & RENEE F BRIGUET	7245	BANCROFT WAY	\$6,847.06		\$6,847.06
47	203680002220	ROY L DERRY & CAROLYN ANN OLSON	7276	BALDWIN AVE	\$6,847.06		\$6,847.06
48	203680002210	BE T NGUYEN	7296	BALDWIN AVE	\$6,847.06	\$300.00	\$6,547.06
49	203680002200	TIMOTHY & PENNY TURGEON	7316	BALDWIN AVE	\$6,847.06	\$300.00	\$6,547.06
50	203680002190	JAMES R & CINDY L JOHNSON	7336	BALDWIN AVE	\$6,847.06	\$300.00	\$6,547.06
51	203680002180	ROBERT M JR & LAURIE WOLFF	7335	BANCROFT WAY	\$6,847.06		\$6,847.06
52	203680002170	THEODORE A ZOCHERT & CONNIE FORNER	7329	BANCROFT WAY	\$6,847.06		\$6,847.06
53	203680002160	ELIZABETH & CORNELL CHUN	7325	BANCROFT WAY	\$6,847.06		\$6,847.06
54	203680002150	JEFFREY J & TERESA C GRUNDTNER	7319	BANCROFT WAY	\$6,847.06		\$6,847.06
55	203680002140	ROXANNE PENDERGRASS & CURT NGUYEN	7315	BANCROFT WAY	\$6,847.06		\$6,847.06
56	203680002130	KARL V & BARBARA M LUHR	7309	BANCROFT WAY	\$6,847.06		\$6,847.06
57	203680002120	THEODORE J & DEBRA A TRENZELUK	7305	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
58	203680002110	DAVID & JANE HOFFMAN	7299	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
59	203680002100	KALE & DEBORAH NERISON	7295	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
60	203680002090	SCOTT JENSEN	7289	BANCROFT WAY	\$6,847.06		\$6,847.06
61	203680002080	MICHAEL J ERNST	7285	BANCROFT WAY	\$6,847.06		\$6,847.06
62	203680002070	JEREMIAH R & MARY KS HUGHES	7279	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
63	203680002060	DENNIS P & LESLEE M SUCHY	7275	BANCROFT WAY	\$6,847.06	\$300.00	\$6,547.06
64	203680002050	AARON M THOLEY	7269	BANCROFT WAY	\$6,847.06		\$6,847.06
65	203680002040	KEVIN C LAVOIE & PEGGY TREPTOW	7265	BANCROFT WAY	\$6,847.06		\$6,847.06
66	203680002030	BRIAN J FIER & GLORIA HOPP	7259	BANCROFT WAY	\$6,847.06		\$6,847.06
67	203680002020	DONALD J & ANITA J MYHRE	7255	BANCROFT WAY	\$6,847.06		\$6,847.06
68	203680002010	DARREN M & HOLLY J FICEK	7249	BANCROFT WAY	\$6,847.06		\$6,847.06
69	203680000020	CITY OF INVER GROVE HEIGHTS			\$2,942.50		\$2,942.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Letter of Support for Local Road Improvement Program Funding Application

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2572
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

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 cities of Inver Grove Heights and Eagan are partnering with Dakota County to improve CSAH 26 (Lone Oak Road/70th Street) from Trunk Highway 55 to Trunk Highway 3. A study and preliminary design are currently underway for the project (City Project No. 2015-08). Dakota County will be submitting a Local Road Improvement Program Funding Application to MnDOT for this project. The current application cycle is for projects programmed in 2018, 2019, and 2020.

I recommend that the City Council approve the letter of support.

SDT/kf

Attachment: Letter of Support

October 23, 2017

Mr. Mark Krebsbach, P.E.
Transportation Director/County Engineer
14955 Galaxie Avenue, 3rd Floor
Apple Valley, MN 55124

Dear Mr. Krebsbach:

The City of Inver Grove Heights supports Dakota County's application for Local Road Improvement Program (LRIP) funding for the County State Aid Highway (CSAH) 26 (Lone Oak Road/70th Street improvement project. The City of Inver Grove Heights understands the project is a joint effort between the cities of Inver Grove Heights, Eagan and Dakota County and that the County Board of Commissioners is committed to fund and construct the project in cooperation with the cities.

The City of Inver Grove Heights is aware of and understands the proposed project. The City supports this project for LRIP funding and agrees to provide a financial commitment for the improvements directly related to CSAH 26, consistent with the current County cost participation policy. Thank you for pursuing this funding application and the opportunity to provide support.

Sincerely,

George Tourville
Mayor

GT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution for Dakota County's 2018-2022 Capital Improvement Program and Resolution Requesting Inclusion of Projects in the List of Projects to be Funded from the Transportation Sales and Use Tax

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution for Dakota County's 2018-2022 Capital Improvement Program and resolution requesting inclusion of projects in the list of projects to be funded from the transportation sales and use tax.

SUMMARY

Annually, Dakota County prepares a five-year Capital Improvement Program based upon their needs and requests of the cities being impacted. Staff previously met with Dakota County staff to review the County's draft CIP. Subsequently, the County revised their CIP and is requesting the City's consideration and approval.

Dakota County is requesting that cities pass a resolution supporting their five-year CIP. The proposed Dakota County CIP includes projects on CSAH 26 (70th Street), CR 28 (80th Street), CSAH 63 (Argenta Trail), and CSAH 71 (Rich Valley Boulevard). The timing of the various project elements shown in the attached resolution is identical to the City's draft 2018-2022 CIP.

With the dissolution of the Counties Transit Improvement Board (CTIB) and Dakota County's decision to maintain the current quarter-percent sales tax and \$20 excise tax on new vehicles, a list of projects that would be considered for funding from the tax revenue is being developed. Staff had a discussion with County staff concerning potential projects in Inver Grove Heights. I am recommending the City request that the future interchange at I-494 and future Argenta Trail, and the reconstruction of 117th Street, be added to the list. A resolution addressing this request is attached.

SDT/kf

Attachments: CIP Resolution
 Map
 TSUT Resolution

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

RESOLUTION SUPPORTING DAKOTA COUNTY'S 2018-2022 CAPITAL IMPROVEMENT PROGRAM (CIP)

RESOLUTION NO. _____

WHEREAS, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2018-2022 Transportation Plan, and

WHEREAS, the following transportation projects are important to the City of Inver Grove Heights:

PROJECT

CSAH 26 – Roundabout at T.H. 3 and 70th Street (CSAH 26)
CSAH 26 – 70th Street expansion to four lanes from Eagan border to T.H. 3
CSAH 28 – 80th Street from T.H. 3 to 0.62 miles east
CSAH 63 – New alignment, north of Amana Trail
CSAH 71 – Intersection improvement at T.H. 3

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies.

WHEREAS, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way acquisition and construction).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT: The following projects be included in Dakota County's 2018-2022 Transportation CIP for construction in the years indicated:

CSAH 26 – Roundabout at T.H. 3 and 70 th Street (CSAH 26) (City Project 2009-25) (Dakota County Project CP 26-47)	2018 Construction
CSAH 26 – Expansion of 70 th Street to four lanes from Eagan border to T.H. 3 (City Project 2015-08) (Dakota County Project CP 26-54)	2018 Design 2019 Right-of-Way 2020 Construction
CSAH 28 (80 th Street east of T.H. 3) (City Project 2008-05) (Dakota County Project CP 28-48)	2021 Right-of-Way 2022 Construction
CSAH 63 – New alignment, north of CSAH 28 (City Project No. 2015-08) (Dakota County Project CP 63-27)	2018 Design 2019 ROW 2020 Construction
CSAH 71 – Intersection improvement at T.H. 3 (Dakota County Project CP 71-14)	2018 Construction

Adopted by the City Council of Inver Grove Heights this 23rd day of October 2017

AYES:

NAYS:

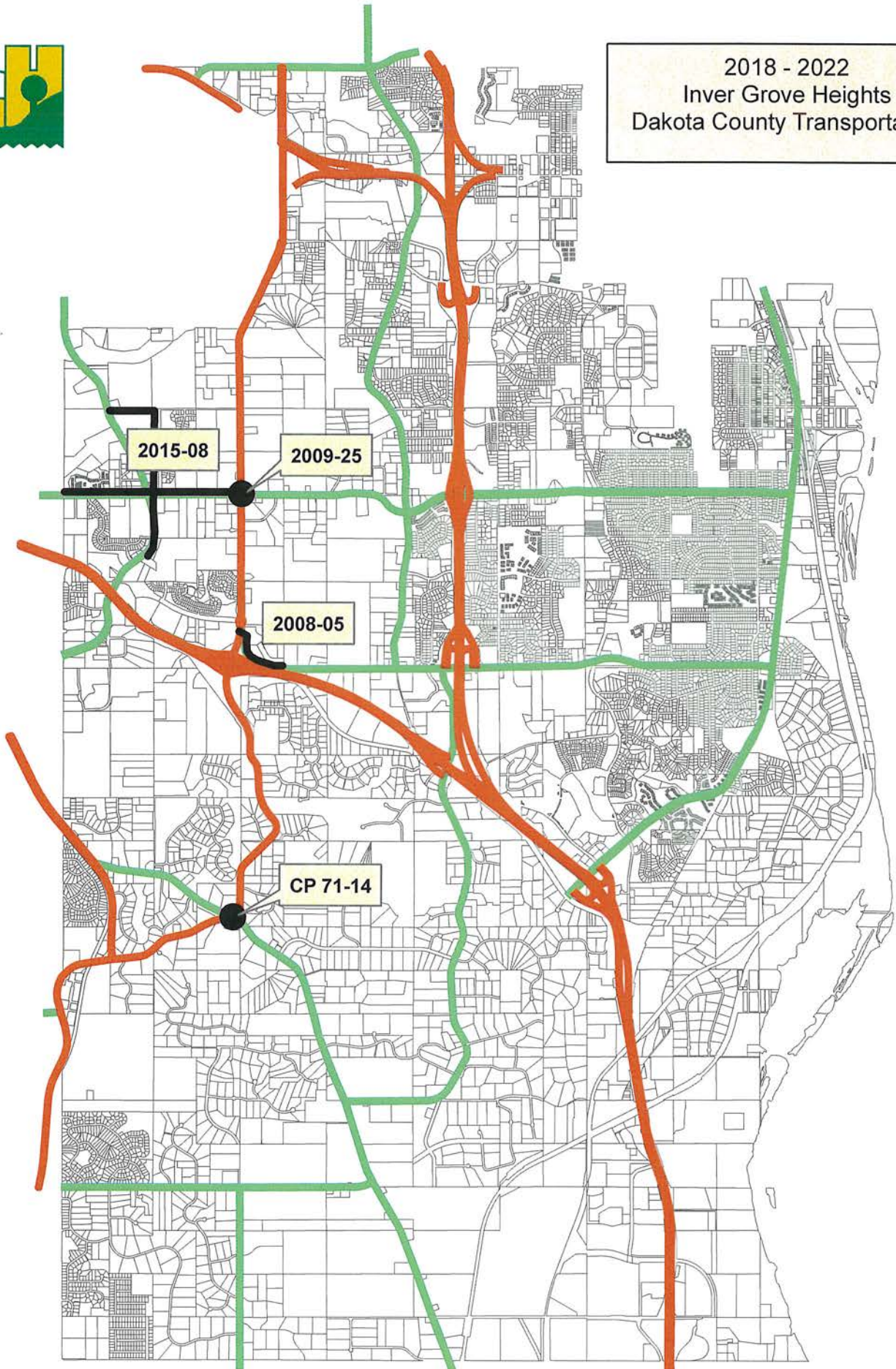
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



2018 - 2022
Inver Grove Heights
Dakota County Transportation



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

**RESOLUTION REQUESTING THE INCLUSION OF PROJECTS IN INVER GROVE HEIGHTS ON
THE LIST OF PROJECTS ELIGIBLE FOR FUNDING FROM DAKOTA COUNTY'S
TRANSPORTATION SALES AND USE TAX**

RESOLUTION NO. _____

WHEREAS, the Dakota County Board of Commissioners voted to maintain the quarter-percent sales tax and the \$20 excise tax on new vehicle sales following the dissolution of the County's Transit Improvement Board (CTIB); and

WHEREAS, it is understood that the aforementioned tax revenue is proposed to be used for transportation projects in the County to improve safety, congestion, mobility and economic development; and

WHEREAS, the 2010 Regional Roadway System Visioning Study identified future roadway system needs including the construction of a new interchange on I-494 east of the current crossing of CSAH 63 and I-494, and the realignment and expansion of CSAH 63 from T.H. 55 to the future interchange; and

WHEREAS, in 2014, an interchange warrant review determined that the proposed interchange is consistent with the qualifying criteria in the Metropolitan Council's Transportation Policy Plan; and

WHEREAS, the interchange is included in the current Metropolitan Council Transportation Policy Plan; and

WHEREAS, 117th Street between T.H. 52 and CSAH 71 in Inver Grove Heights is identified as a future county highway, is classified as an A-Minor Arterial, and a contingent portion of the Ten-Ton County Highway System in the Dakota County's 2030 Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the City requests that the future interchange located on I-494, including the associated future realignment of CSAH 63, and 117th Street between T.H. 52 and CSAH 71, be included in the list of projects that are eligible for funding from Dakota County's Transportation Sales and Use Tax.

Adopted this 23rd day of October 2017 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Parking Restrictions on Broderick Boulevard between Concord Boulevard and 80th Street East for City Project No. 2015-09D – Broderick Boulevard Reconstruction

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve Dodge, Assistant City Engineer
 Reviewed by: Thomas J. Kaldunski, City Engineer *TJK*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution prohibiting parking on Broderick Boulevard between Concord Boulevard and 80th Street East for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SUMMARY

Broderick Boulevard is proposed to be narrowed from a 44-foot wide roadway with 10-foot shoulders to a 30-foot wide roadway with no shoulder on the east side and a 4-foot shoulder on the west side between College Trail and 80th Street East as part of City Project 2015-09D based on the project traffic study by Kimley-Horn. The roadway is also proposed to be narrowed due to the addition of a 10-foot trail along the east side of Broderick Boulevard near Inver Hills Community College. MnDOT State Aid Standards do not permit parking on either side of a roadway unless the roadway width exceeds 32-feet. A resolution should be passed that prohibits parking on Broderick Boulevard between College Trail and 80th Street East.

The existing on-street parking for this segment of Broderick Boulevard is typically used by students attending the nearby Inver Hills Community College. City staff have met with college representatives and discussed the addition of no parking along Broderick Boulevard for this segment. The college supports the posting of no parking along Broderick Boulevard between College Trail and 80th Street East.

Broderick Boulevard from Concord Boulevard to College Trail is currently posted as no parking on both sides of the street. The proposed improvements do not change this condition. Approving the resolution will ensure parking restrictions on this segment remain in place.

Staff recommends passage of the attached resolution which would authorize the posting of no parking signs along Broderick Boulevard between Concord Boulevard and 80th Street East.

TJK/kf

Attachments: Resolution
 Map of Broderick Boulevard

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON BOTH SIDES OF BRODERICK
BOULEVARD BETWEEN CONCORD BOULEVARD AND 80TH STREET EAST FOR CITY PROJECT
NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 23rd day of October 2017 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City",
WITNESSETH:

WHEREAS, the City has planned the improvement of Broderick Boulevard from Concord Boulevard to 80th Street East in the City of Inver Grove Heights, Minnesota; and

WHEREAS, the City will be expending Municipal State Aid System funds on the improvements of the street; and

WHEREAS, this improvement does not provide adequate width for parking on either side of the street; and approval of the proposed construction on a Municipal State Aid street must therefore be conditioned upon certain parking restrictions; and

WHEREAS, City Code Title 6 Chapter 3 and Minnesota Statute Statute 169.04 does authorize "Regulatory and Warning Sign Placement"; and

WHEREAS, Minnesota Statutes, Chapter 169.04, has been adopted by the City Council of Inver Grove Heights by reference as part of said City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on both sides of Broderick Boulevard between Concord Boulevard and 80th Street East.

All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169.04, and the Highway Traffic Regulation Act.

Adopted by the City Council of Inver Grove Heights this 23rd day of October 2017.

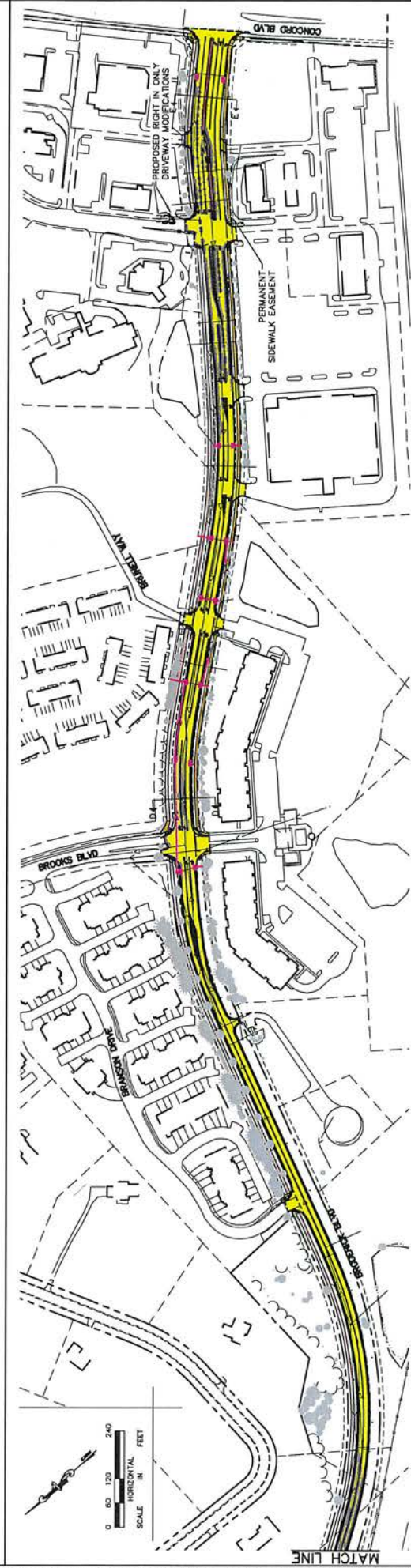
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



LEGEND

- | | | | |
|---|--------------------------------------|---|--------------------------|
|  | PROPOSED ROADWAY |  | CONCRETE CURB AND GUTTER |
|  | PROPOSED ROADWAY (FULL DEPTH REPAVE) |  | PROPOSED STORMWATER POND |
|  | RAISED MEDIANS |  | RETAINING WALL |
|  | BITUMINOUS TRAIL |  | PROPOSED STORM SEWER |
|  | CONCRETE WALK |  | INPLACE R/W |
| | |  | CONSTRUCTION LIMITS |


 City of
 Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-2412

Kimley»Horn
 2550 UNIVERSITY AVE. WEST, SUITE 230A
 ST. PAUL, MINNESOTA 55114
 TEL. (651) 645-4197

PROPOSED IMPROVEMENTS BRODERICK BOULEVARD IMPROVEMENTS CITY PROJECT 2015-09D

EXHIBIT 4

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Requesting an Advancement of Municipal State Aid (MSA) Funding from the City's State Aid Construction Account for City Project No. 2016-08 – Trunk Highway 3 / 70th Street Intersection Improvements (Roundabout) and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 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 resolution requesting an advancement of Municipal State Aid (MSA) funding from the City's State Aid Construction Account for City Project No. 2016-08 – Trunk Highway 3 / 70th Street Intersection Improvements (Roundabout) and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

The City of Inver Grove Heights has been eligible to receive MSA funds provided by the gas tax receipts of the State of Minnesota. The City receives an annual allocation of MSA funds into its account. The City successfully utilized the State's program to request MSA funding advances on a project in 2012. This program allows the City to cover its project costs using future MSA allocations. No interest is charged on this funding.

The City would utilize the funding advance program for the City's benefit to construct projects in the 2018 Capital Improvement Program.

As of October 23, 2017, the City's MSA account has the following balance:

Construction balance:	\$2,626,776
-----------------------	-------------

The City will be requesting advancement for MSA funds for the following projects and its eligible State Aid costs:

State Aid Eligible Projects to Receive Disbursements in 2018

<u>SAP No.</u>	<u>Title</u>	<u>SAP Funding Budget</u>
178-102-011	75 th Street (City Project 2010-09D)	\$737,822
178-101-008	Dawn Avenue (City Project 2010-09D)	\$367,198
178-124-001	Broderick Blvd. (City Project 2015-09D)	\$1,300,000
178-020-027	T.H. 3 Roundabout at 70 th St. (City Project 2016-08)	\$930,000
178-010-011	T.H. 3 Intersection at 65 th St. (City Project 2017-24)	\$3,462,578
	Total Estimated State Aid Disbursement in 2018	\$6,797,598
	Estimated Advance Amount	\$4,000,000

Note: State Aid limits the advance amount to \$4.0 million

Attached is a resolution requesting Municipal State Aid advancement of \$4.0 million in eligible costs for City Project No. 2016-08 and 2017-24. MnDOT advised the City to mention the specific projects in the resolution. The City of Inver Grove Heights will be requesting \$2,626,776 in future State Aid funds for use in fiscal year 2018 on other projects.

It is recommended that the City Council approve the attached resolution seeking an MSA advancement of \$4.0 million in 2018. The Council should direct the City Engineer to submit the required advancement forms to MnDOT as part of this action.

TJK/kf

Attachments: MnDOT Advancement Resolution
Map of State Aid Eligible Projects

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

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET CONSTRUCTION
FUND**

RESOLUTION NO. _____

WHEREAS, the Municipality of Inver Grove Heights is planning to implement Municipal State Aid Street Project(s) in 2018 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of October 23, 2017 \$2,626,776

<u>SAP No.</u>	<u>Title</u>	<u>SAP Funding Budget</u>
178-102-011	75 th Street (City Project 2010-09D)	\$737,822
178-101-008	Dawn Avenue (City Project 2010-09D)	\$367,198
178-124-001	Broderick Blvd. (City Project 2015-09D)	\$1,300,000
178-020-027	T.H. 3 Roundabout at 70 th St. (City Project 2015-03)	\$930,000
178-010-011	T.H. 3 Intersection at 65 th St. (City Project 2017-24)	\$3,462,578
	Total Estimated State Aid Disbursement in 2018	\$6,797,598
	Estimated Advance Amount	\$4,000,000

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT: The Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Inver Grove Heights in an amount up to \$4,000,000. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of October 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

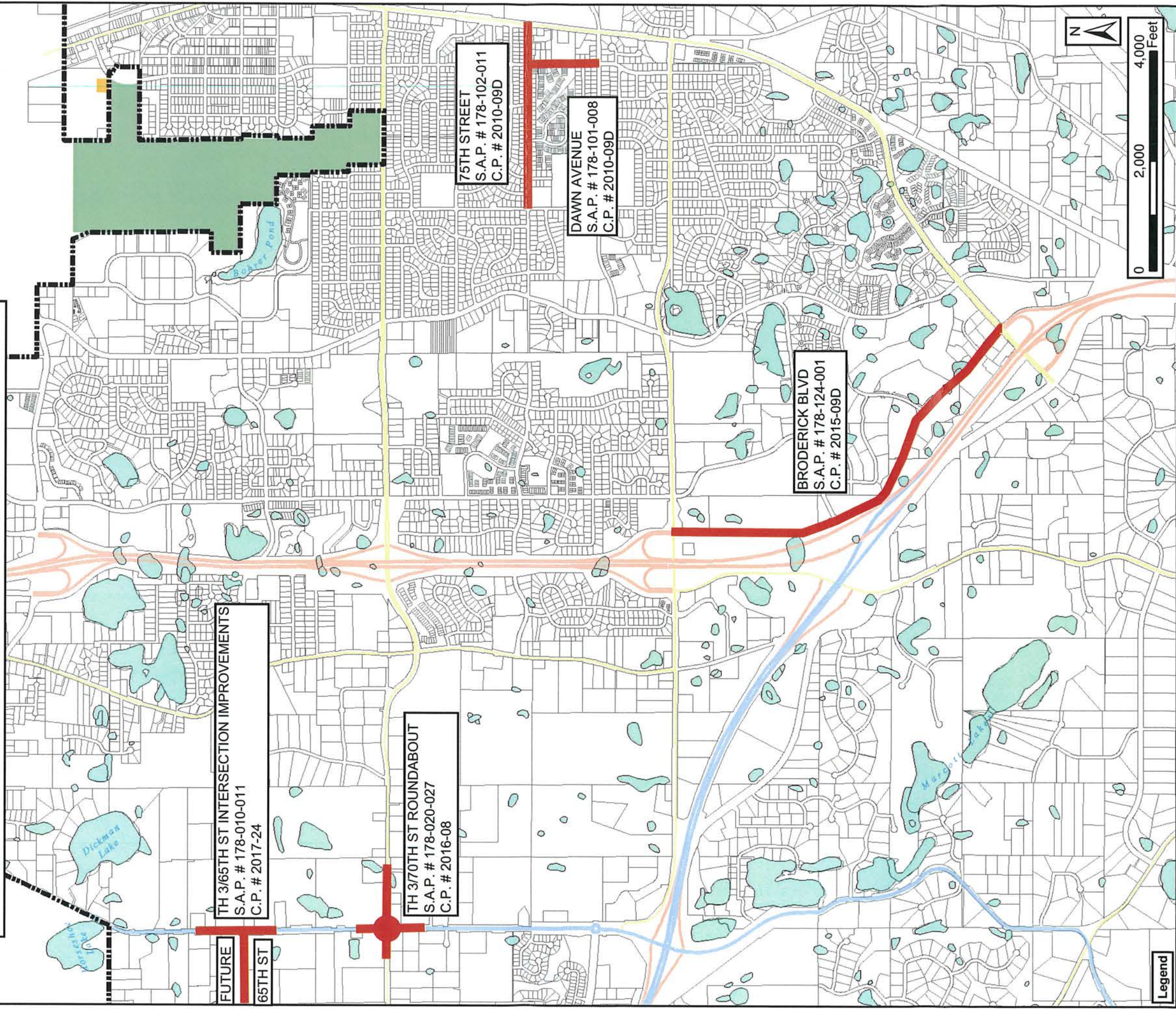
Michelle Tesser, City Clerk

2018 STATE AID FUNDING ELIGIBLE PROJECTS



Inver Grove Heights
Public Works, 2017

OCT 23, 2017



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving the Feasibility Study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District) and Scheduling a Public Hearing

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: *TK*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Utility Connection Fees (Fund 511 Water NWA, Fund 512 Sewer NWA), Development Fees and Charges

PURPOSE/ACTION REQUESTED

Consider resolution receiving the feasibility study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District) and scheduling a public hearing.

SUMMARY

In August of 2017, the City received a proposal for the development of Scenic Hills, development by Hampton Companies on 80th Street. This proposal is on the west side of the City's Municipal golf course. It is the site of the former proposal known as Groveland Heights in 2014.

The Scenic Heights Development would consist of a senior living facility and single family villas. This area has an existing trunk watermain and a partial sanitary sewer system built in 80th Street right-of-way as part of a City project in 2008. The sanitary sewer is not functional at this time because a connection has not been made to the trunk lift station at T.H. 3 and Amana Trail. The developer is proposing to install a lift station to service his site in order to advance the project. Several adjacent parcels could also be serviced by this temporary lift station.

In order to make the best long-term decision related to the sanitary sewer in this area, the City prepared a feasibility study of various options to result in a functional sanitary sewer system with the optimum project funding.

At its September 11, 2017 regular meeting, the City Council adopted a resolution authorizing Bolton & Menk to prepare a feasibility study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District). The Council stated its desire to expedite the development of Scenic Hills and adjacent parcels. The project development process and negotiations or initiation of the eminent domain process could proceed, if the Council approves the feasibility study and orders the project after the public hearing.

This feasibility study will assist the Council in selecting the final alignment for these trunk sanitary sewer improvements. Five alignment options have been studied between T.H. 3 and the golf course on 80th Street. Bolton & Menk prepared this feasibility study to estimate easement and projects costs for the project. The report recommends alternative 2B following the existing right-of-way on 80th Street and T.H. 3. The City has discussed the project with MnDOT and Dakota County and they support the project. Dakota County received the 80th Street right-of-way via turnback in 2014.

The trunk sanitary sewer will start at the existing system near the roundabout at T.H. 3 and Amana Trail, follow T.H. 3 southerly and then go easterly on the County's 80th Street right-of-way to the proposed Scenic Hills development. The preferred option will provide gravity sewer service to about 10 parcels along 80th Street that could be further developed.

The following procedure is recommended to provide all the information the Council will need to make an informed decision concerning additional trunk utility extension in the Northwest Area:

1. Receive and approve the feasibility study for City Project No. 2018-02. The study developed a recommended route (Alternative 2B) for the trunk utilities, as well as estimated easement needs and an estimate of the project cost and revenue sources for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District). The Council should consider authorizing preliminary design by Bolton & Menk.
2. The Council is asked to schedule a public hearing to consider ordering the project on December 11, 2017 prior to preparation of final construction plans and specifications, advertisement for bids and considering award of a construction contract at a future meeting.

I recommend adoption of the resolution approving and accepting the feasibility study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District) and the scheduling of a public hearing for December 11, 2017 for this project.

TJK/kf

Attachments: Resolution
Feasibility Study

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING THE FEASIBILITY STUDY FOR CITY PROJECT NO. 2018-02 – 80TH
STREET SANITARY SEWER IMPROVEMENTS (ROBERT DISTRICT) AND SCHEDULING A PUBLIC
HEARING FOR SAID PROJECT**

WHEREAS, the City has received a development proposal for Scenic Hills on 80th Street for a portion of the Northwest Area that is not currently served by trunk sewer utilities; and

WHEREAS, the City Council approved a proposal from Bolton & Menk, Inc. for engineering services to include a feasibility study for trunk utility improvements to serve the Northwest Area as part of City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District); and

WHEREAS, the City Council has accepted the October 17, 2017 feasibility study at its October 23, 2017 meeting; and

WHEREAS, the scope of the feasibility study includes an estimate of easement needs and costs, and development of a funding plan for the project; and

WHEREAS, the developer is preparing to submit plat documents for Scenic Hills which will need a City decision on the final alignment for City Project No. 2018-02; and

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

1. The City Council hereby accepts the Feasibility Report prepared by Bolton & Menk for City Project No. 2018-02, and selects Alternative 2B alignment as recommended.
2. The City Council hereby schedules a public hearing for City Project No. 2018-02 to be held on December 11, 2017.
3. Funding is provided by Northwest Area Utility Connection Fees, development fees and charges, or by special assessments as may be determined by the City Council.
4. The City Council hereby authorizes the City Engineer and consultants to begin preliminary design of City Project No. 2018-02.
5. The City Council hereby authorizes the City Attorney and City Engineer to initiate land acquisition and related work to secure any easements needed for the project.
6. The City Engineer is hereby authorized to secure geotechnical investigations for the project.
7. The City Engineer is hereby authorized to negotiate agreements as needed with MnDOT and Dakota County.

Adopted by the City Council of Inver Grove Heights this 23rd day of October 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

Preliminary Engineering Report

NW Area Trunk Utilities

**80th Street Sanitary Sewer Improvements
(Robert District)**

City of Inver Grove Heights, MN

City Project No. 2018-02

BMI Project No. T18.114763

Submitted by:

Bolton & Menk, Inc.

12224 Nicollet Ave

Burnsville, MNB 55337

P: 952-890-0509

F: 952-890-8065

Certification

Preliminary Engineering Report

for

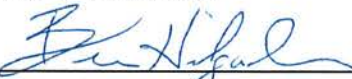
NW Area Trunk Utilities
80th Street Sanitary Sewer Improvements
(Robert District)
To Serve Scenic Hills Development

City of Inver Grove Heights

Inver Grove Heights, MN

City Project No. 2018-02
BMI Project No. T18.114763

I 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 of the State of Minnesota.

By: 
Brian Hilgardner, P.E.
License No. 42875

Date: October 18, 2017

Table of Contents

I.	Introduction	1
II.	Background	1
III.	Sanitary Sewer Alternatives	2
A.	Alternative 1: Future 80 th Street Gravity Sewer - Trenchless.....	2
B.	Alternative 2A: Existing 80 th Street Gravity Sewer – Trenchless.....	2
C.	Alternative 2B: Existing 80 th Street Gravity Sewer – Open Cut.....	3
D.	Alternative 3: Temporary Local Lift Station.....	3
E.	Alternative 4: Temporary Regional Lift Station.....	3
IV.	Estimated Costs and Financing	3
V.	Preferred Alternative	6
VI.	Regional Coordination.....	6
VII.	Permits and the City’s Comprehensive Plan	7
VIII.	Operation and Maintenance	7
IX.	Feasibility and Recommendation.....	8

Appendix

- Appendix A: Location Map
- Appendix B: Figures
- Appendix C: Cost Estimates

I. Introduction

This report examines several trunk sanitary sewer extension alternatives necessary to serve the proposed Scenic Hills Development within the City's Northwest Area as part of City Project 2018-02. The Scenic Hills Development is located immediately north of 80th Street (County Road 28) and immediately west of the Inver Wood Golf Course as shown in the Project Location Map included in Appendix A. The development includes approximately 100 residential units.

This report was also directed to examine potential regional benefits that the trunk sanitary sewer extension alternatives would provide as a result of their service to the Scenic Hills Development. The Regional Benefit Area is approximately defined in this report as the area north of T.H. 55, west of the Inver Wood Golf Course, south of a ridgeline that runs east/west just north of 80th street, and east of Robert Trail as shown in the Project Location Map (Appendix A).

The major considerations of the sanitary sewer alternatives discussed in this report include:

- Cost-effective service to the Scenic Hills Development
- Cost-effective service to the Regional Benefit Area (Robert District)
- Long-term operation and maintenance

II. Background

Sanitary sewer and watermain improvements were made to portions of 80th Street in 2008 as part of City Project No. 2003-15: Northwest Area Trunk Utility Improvements. As shown in Figure 1 of Appendix B, the 2008 improvements included the following to serve the City's Northwest Area:

- Trunk gravity sanitary sewer along Babcock Trail
- Trunk gravity sanitary sewer along portions of 80th Street
- Trunk gravity sanitary sewer along Robert Trail
- Lift station at Argenta Hills and forcemains to 80th Street trunk gravity sanitary sewer

Topography along 80th street limits the extent to which gravity sewer can flow eastward towards Babcock Trail. Therefore, as part of the 2008 project, a future gravity line was installed along 80th Street that would eventually flow west and northward to the lift station at Argenta Hills. It was the intent that this line would eventually serve the area currently being studied.

At the time of the 2008 project, there were discussions with Dakota County and MnDOT regarding the realignment of the 80th Street intersection with Robert Trail. Additionally, MnDOT would not permit a sanitary sewer along the MnDOT-owned 80th Street right-of-way near TH 55. Therefore, the 2008 project terminated the westward gravity sewer at the point where the future 80th Street realignment would begin. The assumption was that the sewer would be completed when the 80th Street realignment occurred.



2008 Argenta Hills Lift Station Construction

Subsequently, MnDOT turned back this portion of right-of-way to Dakota County in 2014. Discussions with Dakota County Staff indicate a willingness to work with the City to issue permits for the 80th Street Sanitary Sewer Project (2018-02) within the 80th Street right-of-way.

The lift station installed at Argenta Hills in 2008 was intended to serve the study area and was sized appropriately to handle the area's projected flows.

Other reports which were completed relative to the Northwest Area that were considered during the preparation of this report include the:

- Northwest Area Water & Sanitary Extensions Feasibility Report dated May 18, 2005;
- Sanitary Sewer, Water Supply, and Natural Resource & Environmental Protection Comprehensive Plans;
- City of Inver Grove Heights Northwest Expansion Area AUAR Update prepared in September of 2007 and updated in 2015;

III. Sanitary Sewer Alternatives

Several sanitary sewer alternatives to serve the study area are discussed below and are shown in Figures 2-6 of Appendix B.

The City's policy to serve new developments prioritizes gravity sewer service over lift station sewer service. Therefore, lift stations included in Alternative 3 and Alternative 4 are considered temporary until a gravity sewer could be installed at which point the lift stations would be decommissioned.

A. Alternative 1: Future 80th Street Gravity Sewer - Trenchless

This sanitary sewer alignment would extend the existing 80th Street 8-inch sanitary sewer along the future 80th Street alignment. There is an existing 12-inch sanitary sewer stub located just east of the Amana Trail & Robert Street roundabout that this line would connect to for conveyance to the Argenta Hills regional lift station.

The topography along this alignment includes very uneven terrain. As such, sewer depths would range from 15' deep to 80' deep. Additionally, the alignment runs through private properties where large trenches are not practical. Therefore, Alternative 1 would be installed with trenchless construction techniques.

As this sewer line would not be installed in conjunction with the 80th Street roadway realignment project, a 40-foot wide permanent utility easement would need to be purchased on all private properties that the line crosses. Additionally, even larger temporary easements would be required to allow for construction activities.

B. Alternative 2A: Existing 80th Street Gravity Sewer – Trenchless

This sanitary sewer alignment would extend the existing 80th Street 8-inch sanitary sewer along the existing 80th Street alignment. There is an existing 12-inch sanitary sewer stub located just east of the Amana Trail and Robert Street Roundabout that this line would connect to for conveyance to the Argenta Hills regional lift station.

A gravity line down the existing 80th Street could be installed with both trenchless methods and traditional open cut methods. This study includes this trenchless alternative as one to reduce impacts to the traveling public and reduce pavement impacts. It also reduces impacts to stormwater facilities along TH 3 from the roundabout south to 80th Street.

Existing underground utilities located in the north and east right-of-way of 80th Street would inhibit trenchless installation. Therefore, this alignment would need to run along the south and west right-of-way. The south and west right-of-ways include steep 80th Street roadway embankments adjacent to T.H. 55 and Robert Trail. A high level of coordination would be required in order to install this alternative and not impede highway operations.

C. Alternative 2B: Existing 80th Street Gravity Sewer – Open Cut

This sanitary sewer alignment would extend the existing 80th Street 8-inch sanitary sewer along the centerline of the existing 80th Street alignment. There is an existing 12-inch sanitary sewer stub located just east of the Amana Trail and Robert Street Roundabout that this line would connect to for conveyance to the Argental Hills regional lift station.

This option is similar to Alternative 2A except that it would be done with open-cut construction methods. An open-cut installation is more disruptive than trenchless installations. As such, this alternative would need to be done under a road closure and 80th Street would need to be detoured. Additionally, the 80th Street pavement section which is currently distressed and in need of repair, would need to be removed and replaced.

D. Alternative 3: Temporary Local Lift Station

This sanitary sewer alternative includes the construction of a lift station and 4-inch forcemain that would serve only the Scenic Hills Development. It could also be designed to serve the Abbott and Rechtzigel parcels. The forcemain would run along the northern 80th Street right-of-way and connect to an existing manhole that would convey the flows eastward toward Babcock Trail.

The Alternative 3A lift station would be temporary and would only serve the development until gravity sanitary sewer was made available to the property. The development would be required to fund this temporary lift station, pay for the future gravity sewer connection, and pay the City's Northwest Area charges.

E. Alternative 4: Temporary Regional Lift Station

This sanitary sewer alternative includes the construction of a lift station and 4-inch forcemain that has capacity to serve the Regional Benefit Area as shown in Figure 1 of Appendix B. The forcemain would run along the northern 80th Street right-of-way and connect to an existing manhole that would convey the flows eastward toward Babcock Trail.

The Alternative 3B regional lift station would be temporary and would only serve the Regional Benefit Area until gravity sanitary sewer was made available to the area. This alternative is able to serve Scenic Hills and approximately 10 other parcels in the service area.

IV. Estimated Costs and Financing

Estimated construction costs include a factor of 15 percent for contingencies and estimated project costs include a factor of 28 percent for overhead soft costs, including legal, engineering, administrative and fiscal costs (LEAF). Final costs should be determined by using low-bid construction costs of the proposed work.

These cost estimates are based upon public construction cost information. Since the consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the client and no warranty or guarantee as to the accuracy of construction cost estimates is made. It is recommended that costs for project financing should be based upon actual, competitive bid prices with reasonable contingencies.

Table 1 below identifies the estimated total project cost for construction of the trunk sanitary sewer extensions if constructed by the City. It should be known that any changes to these assumptions at the time of final design and construction could have potential cost implications.

	Alternative 1	Alternative 2A	Alternative 2B	Alternative 3	Alternative 4
	Future 80 th Trenchless	Existing 80 th Trenchless	Existing 80 th Open Cut	Location Lift Station Temporary	Regional Lift Station Temporary
Estimated Construction Cost	\$2,451,500	\$2,343,300	\$851,000	\$382,700	\$430,500
10% Contingency	\$367,800	\$351,500	\$127,700	\$57,500	\$64,600
Construction Sub Total	\$2,819,300	\$2,694,800	\$978,700	\$440,200	\$495,100
28% LEAF	\$789,500	\$754,600	\$274,100	\$123,300	\$138,700
Construction Total	\$3,608,800	\$3,449,400	\$1,252,800	\$563,500	\$633,800
Easement Acquisition ¹	\$646,000	\$30,000	\$67,400	\$0	\$80,000
Total Project Cost	\$4,254,800	\$3,479,400	\$1,320,200	\$563,500	\$713,800
Future Gravity Costs ²	\$0	\$0	\$0	\$185,800	\$185,800
30-Yr O,M Costs ³	\$0	\$0	\$0	\$165,000	\$165,000
Reconstruct Ex. 80 th Street ⁴	\$993,722	\$993,722	\$0	\$993,722	\$993,722
Total Project Lifecycle Cost	\$5,248,522	\$4,473,122	\$1,320,200	\$1,908,022	\$2,058,322

Table 1: Alternatives Cost Summary

Notes:

- 1 *Easement acquisition can have a significant impact on both the project schedule and project budget. Any project with the easement acquisition carries the risk for project delay, cost increases, and the use of eminent domain.*
- 2 *Future gravity costs include an open-cut gravity line along the future 80th Street alignment at the time of roadway realignment. It includes sewer costs only and no street costs.*
- 3 *30 year Operation and Maintenance (O,M) costs include \$500/year for electrical and \$5,000/year for pump control and maintenance*
- 4 *Alternative 2B costs include approximately \$326,478 for sewer work and \$993,722 for street reconstruction work. 80th Street is in poor condition and would require rehabilitation work in the near future regardless of the preferred alternative. Therefore, the ancillary street costs in Alternative 2B have been added to the other Alternatives for proper comparison.*

It is important to note the differences in *Total Project Cost* versus *Total Project Lifecycle Cost* in Table 1. The *Total Project Cost* is the cost of an alternative to serve the Scenic Hills Development with no consideration for future public improvements, operation, and maintenance. The *Total Project Lifecycle Cost* includes these considerations.

Cost participation for each alternative varies. Temporary lift stations and their associated operation and maintenance would be a cost to the developer until gravity sewer is made available by the City. Gravity sewer lines would generally be the responsibility of the City. In the event that a lift station is installed, the City would pursue a gravity line down the future 80th Street alignment when that project

moves forward, at which point the lift station would be decommissioned and the development would be connected to the City's gravity sewer. A full breakdown of cost participation for each alternative is shown below in Table 2.

	Alternative 1	Alternative 2A	Alternative 2B	Alternative 3	Alternative 4
	Future 80 th Trenchless	Existing 80 th Trenchless	Existing 80 th Open Cut	Location Lift Station Temporary	Regional Lift Station Temporary
CITY COSTS					
Total Project Cost	\$4,254,800	\$3,479,400	\$1,320,200		
Future 80 th Street Gravity Costs				\$185,800	\$185,800
Reconstruct Ex. 80th Street	\$993,722	\$993,722		\$993,722	\$993,722
SUB TOTAL:	\$5,248,522	\$4,473,122	\$1,320,200	\$1,179,522	\$1,179,522
SCENIC HILLS COSTS (20 AC)					
Total Project Cost				\$563,500	\$203,943
30-Yr O,M Costs				\$165,000	\$47,143
SUB TOTAL:	\$0	\$0	\$0	\$728,500	\$251,086
REGIONAL AREA COSTS (70 AC)					
Total Project Cost					\$509,857
30-Yr O,M Costs					\$117,857
SUB TOTAL:	\$0	\$0	\$0	\$0	\$627,714
TOTAL ALTERNATIVE COST:	\$5,248,522	\$4,473,122	\$1,320,200	\$1,908,022	\$2,058,322

Table 2: Cost Participation Breakdown

In addition to their participation costs outlined in Table 2, the Scenic Hills Development and Regional Benefit Area will also be subject to the City's Northwest Area sanitary sewer development fees. The Regional Benefit Area fees will be due in the future as parcels within that area develop. The estimated sanitary sewer fees are shown in Table 3 below.

	Alternative 1	Alternative 2A	Alternative 2B	Alternative 3	Alternative 4
	Future 80 th Trenchless	Existing 80 th Trenchless	Existing 80 th Open Cut	Location Lift Station Temporary	Regional Lift Station Temporary
SCENIC HILLS DEVELOPMENT – SANITARY SEWER FEES (20 AC)					
Platting Fee (Estimate)	\$55,680	\$55,680	\$55,680	\$55,680	\$55,680
Building Permit Fee (Estimate)	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000
SUB TOTAL:	\$535,680	\$535,680	\$535,680	\$535,680	\$535,680
REGIONAL BENEFIT AREA – SANITARY SEWER FEES (70 AC)					
Platting Fee (Estimate)	\$194,880	\$194,880	\$194,880	\$194,880	\$194,880
Building Permit Fee (Estimate)	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
SUB TOTAL:	\$1,394,880	\$1,394,880	\$1,394,880	\$1,394,880	\$1,394,880
GRAND TOTAL:	\$1,930,560	\$1,930,560	\$1,930,560	\$1,930,560	\$1,930,560

Table 3: Sanitary Sewer Fees

V. Preferred Alternative

Alternative 1 and Alternative 2A were explored to determine if a trenchless alternative was a viable solution. In analyzing the alternatives, it is evident that they are not economically feasible and will not be discussed in greater detail.

A majority of the costs associated with Alternative 2B are for street reconstruction. Furthermore, the pavement portion of 80th Street along the Alternative 2B alignment is already in very poor condition and in need for rehabilitation. In the event that the future 80th Street alignment is constructed, the portion of the existing 80th Street along the Alternative 2B alignment would likely be turned back to the City from Dakota County and remain in service as a dead-end frontage road with a cul-de-sac. As a result of the potential turn back, the City would likely be responsible for a portion or all of the costs to rehabilitate the road regardless of the selected alternative.

Alternative 3 and Alternative 4 have *Project Costs* that are significantly lower than the other alternatives. However, their *Project Lifecycle Costs* are much higher than Alternative 2B. Therefore, Option 2B is the most economically viable alternative.

Costs for temporary lift stations discussed in Alternatives 3 and 4 would be financed and paid for by the Scenic Hills developer and/or developers of the Regional Benefit Area. A gravity line would be installed long-term as part of every alternative. By installing one now, a significant temporary lift station expense would be avoided for the developers of the Scenic Hills Development and Regional Benefit Area thus increasing the likelihood of development.

For the reasons stated above, Alternative 2B is the Preferred Alternative.

VI. Regional Coordination

Discussions with staff from MnDOT and Dakota County occurred as part of this Study. Both agencies were comfortable with the proposed Alternative 2B alignment. Any technical issues would be resolved through the application for right-of-way permits with these agencies.

During the summer of 2018, the intersection of T.H. 3 (Robert Trail) and County Road 26 (70th Street) will be under construction as part of a joint City, County and State roundabout project. As such, the

intersection will be closed for several months with eastbound and westbound traffic being detoured onto 80th Street. It is very unlikely that Alternative 2B could be installed at the same time as the intersection improvement project. Therefore, Alternative 2B would likely be installed in either the Spring or Fall with construction taking approximately 3 months to complete.

VII. Permits and the City's Comprehensive Plan

Regulatory agencies anticipated to require permits for the construction of the North Robert District trunk utility extensions include:

- Minnesota Pollution Control Agency for sanitary sewer construction and NPDES requirements
- Metropolitan Council Environmental Services for sanitary sewer construction
- Dakota County for work within the CSAH 28 (80th Street) right-of-way and any wetland impacts outside of USACE/DNR jurisdiction
- Minnesota Department of Transportation for work within the T.H. 3 (Robert Trail) right-of-way
- Department of Natural Resources (DNR) for wetland mitigation and potential dewatering
- Necessary City Permitting

The City's Comprehensive Plan references infrastructure extensions to serve future developments and states that, "A number of factors impact the ability to extend services. These factors include land ownership patterns and the desire to develop; land characteristics and the ability of the land to carry projected development; market forces/conditions and the ability of the market to sustain the necessary and projected development type; and regional infrastructure improvements that require actions from multiple jurisdictions in order to proceed."

The City's Comprehensive Plan goes on to state that the City of Inver Grove Heights' approach to extending infrastructure is to maintain an open door policy and consider extension of infrastructure at the discretion of the City Council with consideration of the following factors: extension of services that might facilitate expansion of the City's job base; form of development consistent with future land use guidance; extension of services to areas already guided for urban development; financial impact to the City; local and regional transportation impacts; and market demand and economic conditions.

The 2030 Comprehensive Plan further states that the proposed alignments for trunk utilities is tentative and shall be reviewed at the time for final design. This feasibility study represents a review of an alternative alignment of the trunk utilities along 80th Street before final design commences. The guidelines presented in the Comprehensive Plan were considered in determining the ultimate feasibility of the Scenic Hills development and alternative trunk line extensions as part of this study.

It is also important for the City Council to recognize past development proposals for this area including both Groveland Heights and Rehtzigel Townhomes. Past projects were not able to advance because of low density of the developments and the duplication of project costs related to sanitary sewer. The current Scenic Hills development has proposed higher densities which the City supports and this Study outlines a good method of investment in the sanitary sewer system to promote development in the area.

VIII. Operation and Maintenance

Long-term operation and maintenance of each alternative should be considered when selecting a preferred alternative. The most significant operation and maintenance difference among the

alternatives is the lift station in Alternative 3 and Alternative 4. For lift stations of these sizes and function, the developer can conservatively expect an additional \$5,500 in annual operating expenses (\$500 for power and \$5,000 for pump and control maintenance and future replacement). If a 30-year lift station life-cycle is assumed (assuming the future 80th Street alignment is constructed within 30 years), the additional operation and maintenance would add an additional \$165,000 to the life cost of Alternative 3 and Alternative 4 as shown in Table 1.

IX. Feasibility and Recommendation

It is recommended that the City select Alternative 2B to serve the Scenic Hills Development and neighboring Regional Benefit Area.

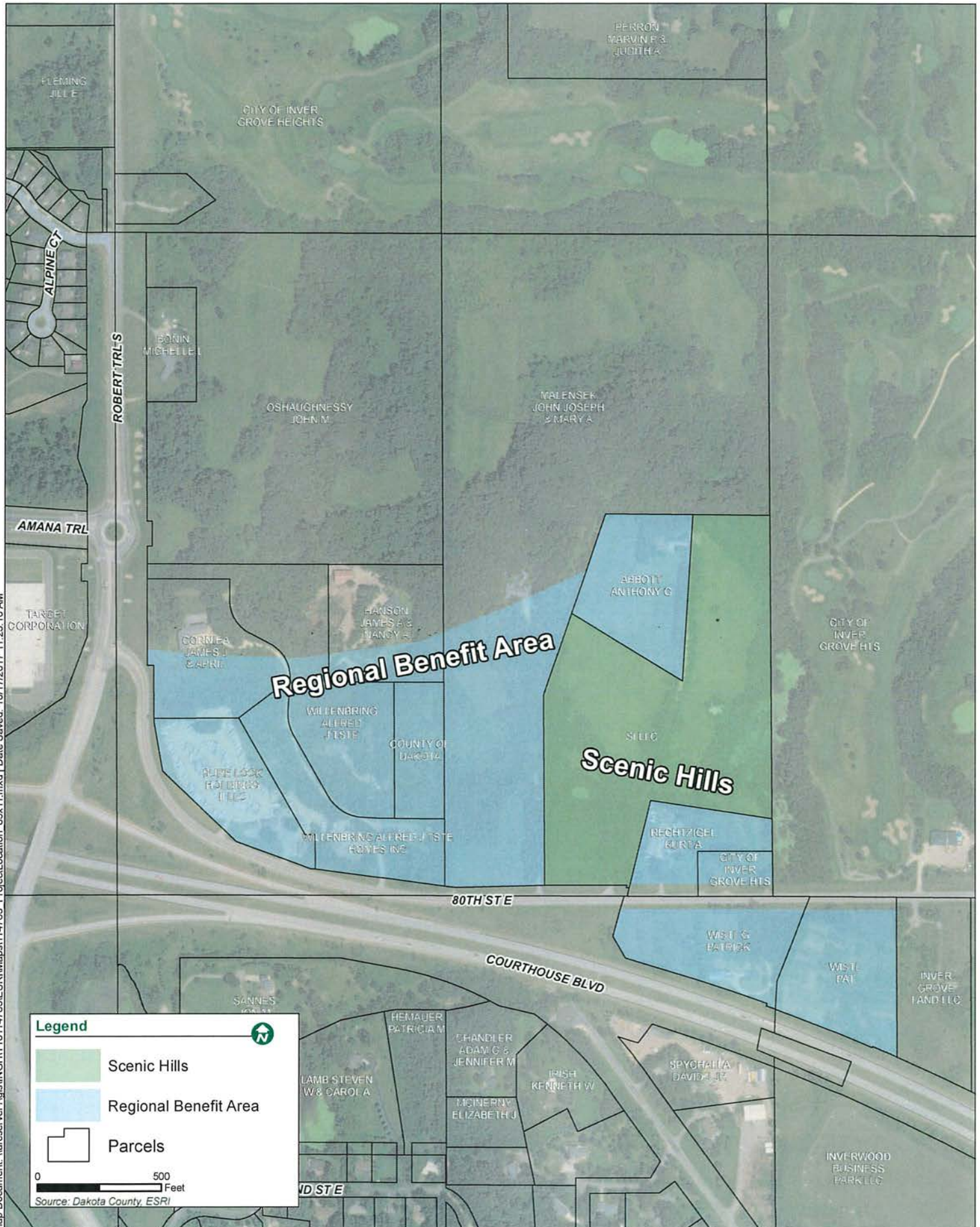
From an engineering standpoint, the open cut installation of sanitary sewer along the existing 80th Street alignment (Alternative 2B) is technically feasible, cost effective and necessary and can best be accomplished by letting competitive bids for the work. Based on the comparative analysis of all alternatives, Alternative 2B is the most cost-effective and provides an immediate, long-term gravity solution.

It is recommended that the work be done under one contract in order to complete the work in an orderly and efficient manner. The Scenic Hills developer is proposing summer 2018 construction and therefore this project should be constructed in coordination with other regional projects in 2018 so that the trunk sanitary sewer can provide immediate service to the Scenic Hills Development as units are completed.

X. Project Schedule

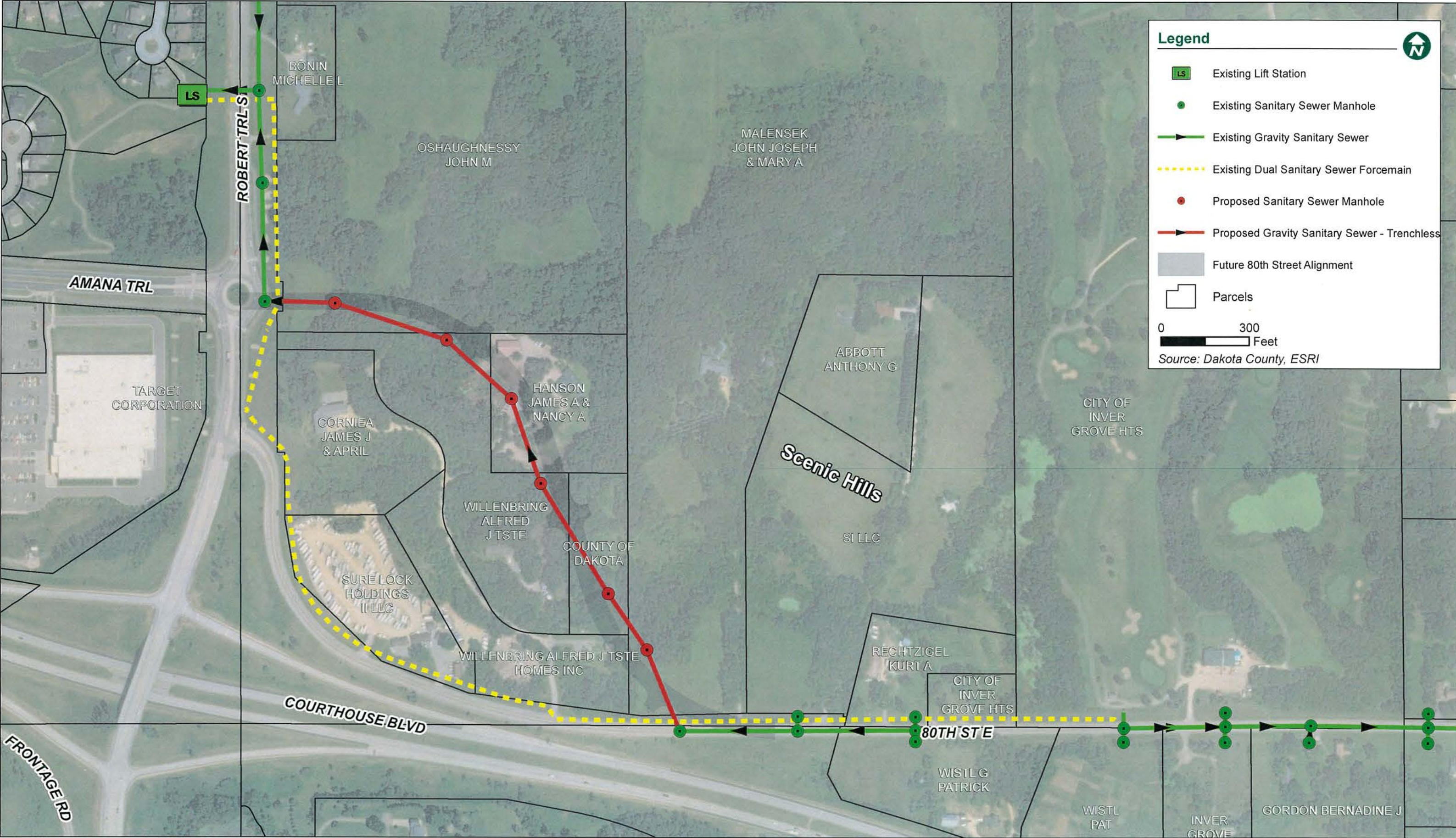
Receive the Feasibility Study for City Project 2018-02	October 23, 2017
Call for Public Improvement Hearing	October 23, 2017
Public Hearing	December 11, 2017
Order Improvement and Preparation of Final Plans & Specifications	December 11, 2017
ROW Acquisition	December 2017 – July 2018
Approve Final Plans & Specifications and Authorize Ad for Bid.....	February 26, 2018
Open Bids	March 26, 2018
Award Contract	April 9, 2018
Construction	May – November 2018

Appendix A: Project Location Map



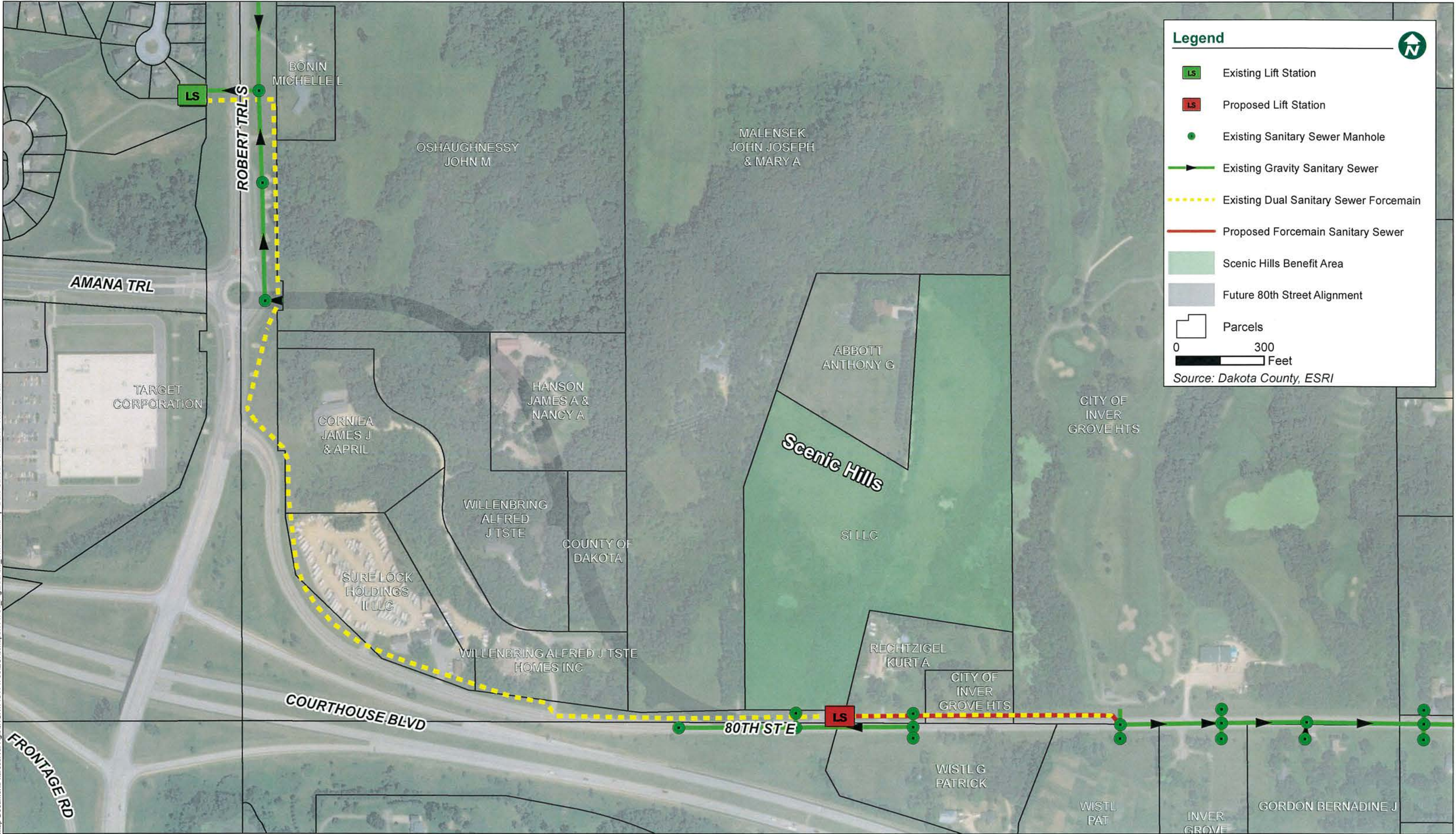
Appendix B: Figures

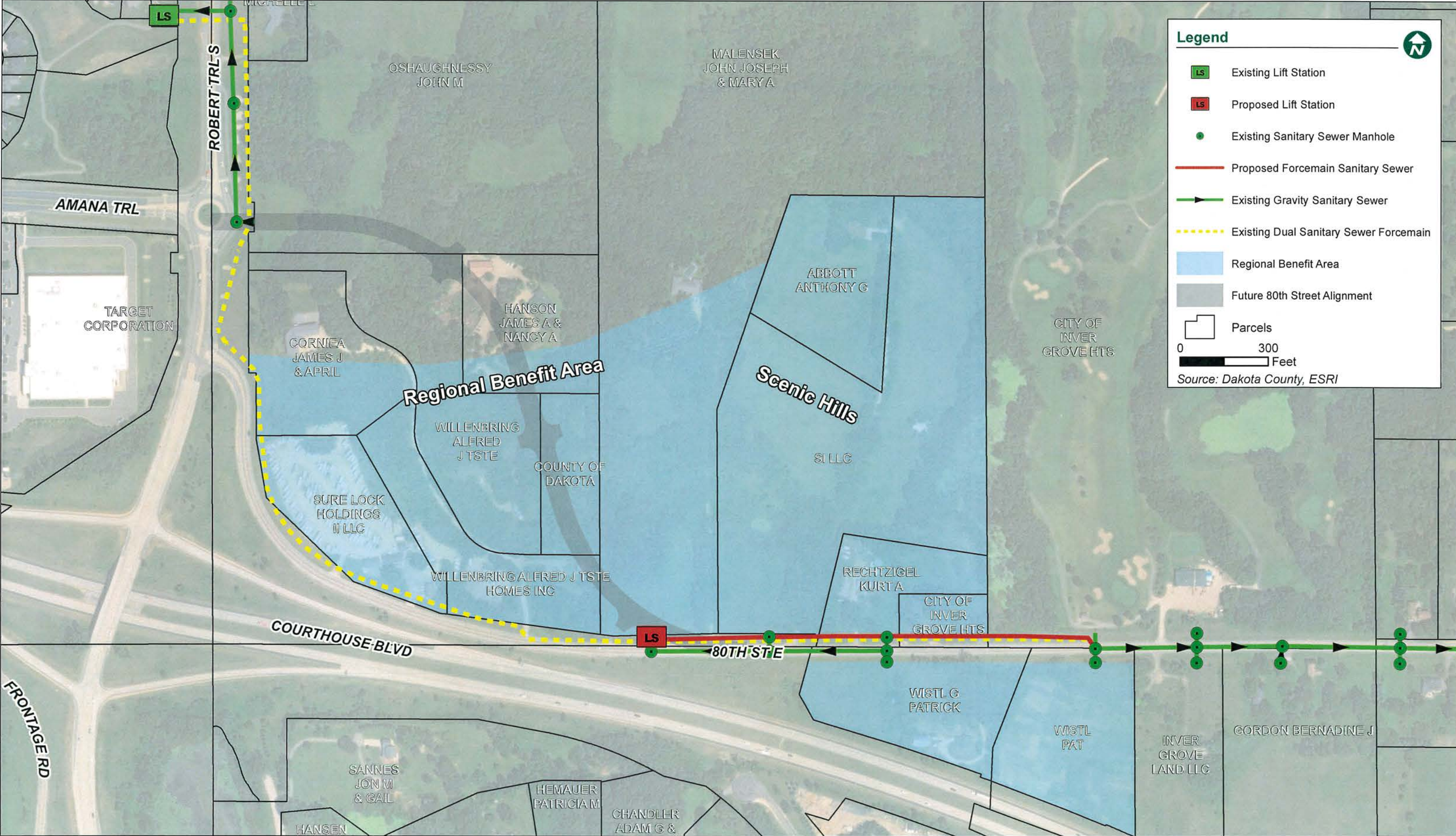














Map Document: \\arcserver1\gis\INGHT\18114763\ESRI\Map114763_Figure7\Future_11x17L.mxd | Date Saved: 10/5/2017 11:55:15 AM

Appendix C: Cost Estimates

PRELIMINARY ENGINEER'S ESTIMATE

80TH STREET SANITARY SEWER STUDY
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.114763

				ALTERNATIVE 1 FUTURE 80TH TRENCHLESS		ALTERNATIVE 2A EXISTING 80TH TRENCHLESS		ALTERNATIVE 2B EXISTING 80TH OPEN CUT	
				QTY	PRICE	QTY	PRICE	QTY	PRICE
SCHEDULE A: STREETS									
2021.501	MOBILIZATION	LS	\$0.00	1	\$116,736.87	1	\$111,585.67	1	\$40,520.62
2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00	100	\$500		\$0	2000	\$10,000
2104.501	REMOVE GUARDRAIL	LIN FT	\$8.00					1100	\$8,800
2104.503	REMOVE CONCRETE PAVEMENT (DRIVEWAY, WALK)	SF	\$3.00		\$0		\$0		\$0
2104.503	REMOVE BITUMINOUS PAVEMENT	SY	\$5.00		\$0		\$0	9111	\$45,556
2104.513	SAW BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.00	80	\$160	360	\$720	120	\$240
2105.501	COMMON EXCAVATION	CY	\$13.00		\$0		\$0	10022	\$130,289
2105.507	REMOVE AND REPLACE UNSUITABLE FILL MATERIAL (EV)	CY	\$45.00		\$0		\$0		\$0
2105.522	SELECT GRANULAR BORROW MOD 5%	CY	\$18.00		\$0		\$0	5011	\$90,200
2211.501	AGGREGATE BASE CLASS 5	TON	\$18.00		\$0		\$0	7016	\$126,280
2231.001	COUNTY ROAD BITUMINOUS PATCHING	SY	\$100.00	178	\$17,778	800	\$80,000		\$0
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$60.00		\$0		\$0	2004	\$120,267
2360.501	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,B)	TON	\$60.00		\$0		\$0	1002	\$60,133
2521.501	4" CONCRETE WALK (W/4" AGGREGATE BASE CLASS 5)	SF	\$8.50		\$0		\$0		\$0
2531.501	CONSTRUCT B618 CONCRETE CURB AND GUTTER	LIN FT	\$12.00	100	\$1,200		\$0	2000	\$24,000
2554.603	INSTALL GUARDRAIL	LIN FT	\$15.00					1100	\$16,500
2563.601	TRAFFIC CONTROL	EA	\$0.00	1	\$7,500	1	\$12,500	1	\$15,000
2573.502	SILT FENCE, TYPE MS	LIN FT	\$3.00	4000	\$12,000	1000	\$3,000	2000	\$6,000
2573.53	INLET PROJECTION	EA	\$300.00	4	\$1,200	6	\$1,800	6	\$1,800
2573.533	BIOROLL	LIN FT	\$3.00		\$0		\$0		\$0
2574.525	STRIP AND SALVAGE TOPSOIL	CY	\$3.00	1944	\$5,833	741	\$2,222	1620	\$4,860
2574.525	REPLACE TOPSOIL	CY	\$3.00	1944	\$5,833	741	\$2,222	1620	\$4,860
2575.571	RABID STABILIZATION METHOD 3	ACRE	\$3,000.00	1	\$3,000	0.3	\$900	2	\$6,198
2582.502	4" SOLID LINE WHITE (EPOXY)	LIN FT	\$0.50	100	\$50	400	\$200	4200	\$2,100
2582.502	4" DBLE SOLID LINE YELLOW EPOXY	LIN FT	\$1.00	50	\$50	100	\$100	2000	\$2,000
2582.502	4" SOLID LINE YELLOW (EPOXY)	LIN FT	\$0.50		\$0		\$0		\$0
2582.502	4" SKIP STRIPE YELLOW (EPOXY)	LIN FT	\$0.30		\$0		\$0		\$0
SCHEDULE B1: SANITARY (OPEN CUT)									
2451.503	GRANULAR BACKFILL (CV)	CY	\$6.00		\$0		\$0	174	\$1,044
2451.609	AGGREGATE FOUNDATION	TON	\$10.00	175	\$1,750	175	\$1,750	200	\$2,000
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$2,500.00	2	\$5,000	2	\$5,000	2	\$5,000
2503.603	8" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$33.00		\$0		\$0	789	\$26,037
2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	\$35.00		\$0		\$0		\$0
2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	\$50.00		\$0		\$0	200	\$10,000
2503.603	8" PVC SEWER, SDR 26 (25'-30' DEEP)	LIN FT	\$75.00		\$0		\$0	135	\$10,125
2503.603	8" PVC SEWER, SDR 26 (30'-35' DEEP)	LIN FT	\$95.00		\$0		\$0	50	\$4,750
2503.603	10" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$36.00		\$0		\$0	711	\$25,596
2503.603	12" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$39.00		\$0		\$0	193	\$7,527
2503.603	12" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	\$41.00		\$0		\$0	381	\$15,621
2503.603	8" DUCTILE IRON PIPE SEWER, CL 56 (50'-60' DEEP)	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	30" STEEL CASING PIPE	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	8" FUSIBLE PIPE SEWER (THROUGH CASING)	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	8" OUTSIDE DROP	LIN FT	\$180.00		\$0		\$0		\$0
2503.603	8" DIP CL. 52 SANITARY SEWER PIPE	\$0.00	\$100.00		\$0		\$0		\$0
2506.502	48" DIA. SANITARY MANHOLE	LIN FT	\$150.00		\$0	0	\$0	157	\$23,550
2506.516	CASTING ASSEMBLY (SANITARY)	EACH	\$510.00	7	\$3,570	7	\$3,570	8	\$4,080
SCHEDULE B2: SANITARY (TRENCHLESS)									
2105.602	TUNNELING OBSTRUCTION	EACH	\$6,000.00	16	\$96,000	16	\$96,000		\$0
2503.602	BORING PIT (SANITARY) (<20')	EACH	\$50,000.00	1	\$50,000	1	\$50,000		\$0
2503.602	BORING PIT (SANITARY) (20'-35')	EACH	\$125,000.00	1	\$125,000	1	\$125,000		\$0
2503.602	BORING PIT (SANITARY) (>35')	EACH	\$200,000.00	2	\$400,000	1	\$200,000		\$0
2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$15.00	526	\$7,890	818	\$12,270		\$0
2503.603	10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$18.00	1037	\$18,666	863	\$15,534		\$0
2503.603	12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$21.00	577	\$12,117	825	\$17,325		\$0
2503.603	CASING PIPE (TRENCHLESS)(SANITARY)	LIN FT	\$650.00	2300	\$1,495,000	2400	\$1,560,000		\$0
2506.502	CONSTRUCT 48" MANHOLE AT BORING PIT LOCATION	LF	\$320.00	202	\$64,640	130	\$41,600		\$0
SCHEDULE B3: SANITARY (FORCEMAIN)									
2503.601	LIFT STATION (SMALL)	EA	\$250,000.00		\$0		\$0		\$0
2503.601	LIFT STATION (LARGE)	EA	\$250,000.00		\$0		\$0		\$0
2503.602	FORCEMAIN AIR/VACUUM RELIEF VALVE VAULT	EA	\$0.00		\$0		\$0		\$0
2503.603	4" HDPE DR 11 FORCEMAIN SEWER, TRENCHLESS	LIN FT	\$30.00		\$0		\$0		\$0
2503.603	4" PVC, C900 FORCEMAIN	LIN FT	\$30.00		\$0		\$0		\$0
2503.608	DUCTILE IRON FITTINGS (FORCEMAIN)	LB	\$9.00		\$0		\$0		\$0
2550.602	PERMANENT LIFT STATION GENERATOR	EA	\$30,000.00		\$0		\$0		\$0
MOBILIZATION TOTAL					\$116,737		\$111,586		\$40,521
SCHEDULE A: STREET TOTAL					\$55,104		\$103,664		\$675,083
SCHEDULE B: SANITARY TOTAL					\$2,279,633		\$2,128,049		\$135,330
TOTAL CONSTRUCTION					\$2,451,500		\$2,343,300		\$851,000
+ 15% CONTINGENCY					\$367,800		\$351,500		\$127,700
SUBTOTAL CONSTRUCTION					\$2,819,300		\$2,694,800		\$978,700
+ 28% LEAF					\$789,500		\$754,600		\$274,100
+ ROW					\$646,000		\$30,000		\$67,400
TOTAL PROJECT					\$4,254,800		\$3,479,400		\$1,320,200

PRELIMINARY ENGINEER'S ESTIMATE

80TH STREET SANITARY SEWER STUDY
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.114763

				ALTERNATIVE 3 LOCAL LIFT STATION		ALTERNATIVE 4 REGIONAL LIFT STATION		FUTURE GRAVITY	
				QTY	PRICE	QTY	PRICE	QTY	PRICE
SCHEDULE A: STREETS									
2021.501	MOBILIZATION	LS	\$0.00	1	\$18,221	1	\$20,497	1	\$6,003
2104.501	REMOVE CURB AND GUTTER	LIN FT	\$5.00	60	\$300	120	\$600		\$0
2104.501	REMOVE GUARDRAIL	LIN FT	\$8.00						
2104.503	REMOVE CONCRETE PAVEMENT (DRIVEWAY, WALK)	SF	\$3.00		\$0		\$0		\$0
2104.503	REMOVE BITUMINOUS PAVEMENT	SY	\$5.00		\$0		\$0		\$0
2104.513	SAW BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.00	80	\$160	160	\$320		\$0
2105.501	COMMON EXCAVATION	CY	\$13.00		\$0		\$0		\$0
2105.507	REMOVE AND REPLACE UNSUITABLE FILL MATERIAL (EV)	CY	\$45.00		\$0		\$0		\$0
2105.522	SELECT GRANULAR BORROW MOD 5%	CY	\$18.00		\$0		\$0		\$0
2211.501	AGGREGATE BASE CLASS 5	TON	\$18.00		\$0		\$0		\$0
2231.001	COUNTY ROAD BITUMINOUS PATCHING	SY	\$100.00	267	\$26,667	533	\$53,333		\$0
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$60.00		\$0		\$0		\$0
2360.501	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,B)	TON	\$60.00		\$0		\$0		\$0
2521.501	4" CONCRETE WALK (W/4" AGGREGATE BASE CLASS 5)	SF	\$8.50		\$0		\$0		\$0
2531.501	CONSTRUCT B618 CONCRETE CURB AND GUTTER	LIN FT	\$12.00	60	\$720	120	\$1,440		\$0
2554.603	INSTALL GUARDRAIL	LIN FT	\$15.00				\$0		\$0
2563.601	TRAFFIC CONTROL	EA	\$0.00	1	\$7,500	1	\$0		\$0
2573.502	SILT FENCE, TYPE MS	LIN FT	\$3.00	800	\$2,400	800	\$2,400		\$0
2573.53	INLET PROJECTION	EA	\$300.00	4	\$1,200	4	\$1,200		\$0
2573.533	BIOROLL	LIN FT	\$3.00		\$0		\$0		\$0
2574.525	STRIP AND SALVAGE TOPSOIL	CY	\$3.00	133	\$400	200	\$600		\$0
2574.525	REPLACE TOPSOIL	CY	\$3.00	133	\$400	200	\$600		\$0
2575.571	RABID STABILIZATION METHOD 3	ACRE	\$3,000.00	0.1	\$300	0.1	\$300		\$0
2582.502	4" SOLID LINE WHITE (EPOXY)	LIN FT	\$0.50	120	\$60	240	\$120		\$0
2582.502	4" DBL SOLID LINE YELLOW EPOXY	LIN FT	\$1.00	60	\$60	120	\$120		\$0
2582.502	4" SOLID LINE YELLOW (EPOXY)	LIN FT	\$0.50		\$0		\$0		\$0
2582.502	4" SKIP STRIPE YELLOW (EPOXY)	LIN FT	\$0.30		\$0		\$0		\$0
SCHEDULE B1: SANITARY (OPEN CUT)									
2451.503	GRANULAR BACKFILL (CV)	CY	\$6.00	200	\$1,200	200	\$1,200	119	\$711
2451.609	AGGREGATE FOUNDATION	TON	\$10.00	125	\$1,250	125	\$1,250	150	\$1,500
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$2,500.00	1	\$2,500	2	\$5,000	2	\$5,000
2503.603	8" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$33.00		\$0		\$0		\$0
2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	\$35.00		\$0		\$0		\$0
2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	\$50.00		\$0		\$0	800	\$40,000
2503.603	8" PVC SEWER, SDR 26 (25'-30' DEEP)	LIN FT	\$75.00		\$0		\$0		\$0
2503.603	8" PVC SEWER, SDR 26 (30'-35' DEEP)	LIN FT	\$95.00		\$0	50	\$4,750		\$0
2503.603	10" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$36.00		\$0		\$0	705	\$25,380
2503.603	12" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$39.00		\$0		\$0	685	\$26,715
2503.603	12" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	\$41.00		\$0		\$0		\$0
2503.603	8" DUCTILE IRON PIPE SEWER, CL 56 (50'-60' DEEP)	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	30" STEEL CASING PIPE	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	8" FUSIBLE PIPE SEWER (THROUGH CASING)	LIN FT	\$0.00		\$0		\$0		\$0
2503.603	8" OUTSIDE DROP	LIN FT	\$180.00		\$0		\$0		\$0
2503.603	8" DIP CL. 52 SANITARY SEWER PIPE	\$0.00	\$100.00		\$0		\$0		\$0
2506.502	48" DIA. SANITARY MANHOLE	LIN FT	\$150.00		\$0		\$0	118	\$17,700
2506.516	CASTING ASSEMBLY (SANITARY)	EACH	\$510.00		\$0		\$0	6	\$3,060
SCHEDULE B2: SANITARY (TRENCHLESS)									
2105.602	TUNNELING OBSTRUCTION	EACH	\$6,000.00		\$0		\$0		\$0
2503.602	BORING PIT (SANITARY) (<20')	EACH	\$50,000.00		\$0		\$0		\$0
2503.602	BORING PIT (SANITARY) (20'-35')	EACH	\$125,000.00		\$0		\$0		\$0
2503.602	BORING PIT (SANITARY) (>35')	EACH	\$200,000.00		\$0		\$0		\$0
2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$15.00		\$0		\$0		\$0
2503.603	10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$18.00		\$0		\$0		\$0
2503.603	12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$21.00		\$0		\$0		\$0
2503.603	CASING PIPE (TRENCHLESS)(SANITARY)	LIN FT	\$650.00		\$0		\$0		\$0
2506.502	CONSTRUCT 48" MANHOLE AT BORING PIT LOCATION	LF	\$320.00		\$0		\$0		\$0
SCHEDULE B3: SANITARY (FORCEMAIN)									
2503.601	LIFT STATION (SMALL)	EA	\$250,000.00	1	\$250,000		\$0		\$0
2503.601	LIFT STATION (LARGE)	EA	\$250,000.00		\$0	1	\$250,000		\$0
2503.602	FORCEMAIN AIR/VACUUM RELIEF VALVE VAULT	EA	\$0.00		\$0		\$0		\$0
2503.603	4" HDPE DR 11 FORCEMAIN SEWER, TRENCHLESS	LIN FT	\$30.00	970	\$29,100	1550	\$46,500		\$0
2503.603	4" PVC, C900 FORCEMAIN	LIN FT	\$30.00	40	\$1,200	40	\$1,200		\$0
2503.608	DUCTILE IRON FITTINGS (FORCEMAIN)	LB	\$9.00	1000	\$9,000	1000	\$9,000		\$0
2550.602	PERMANENT LIFT STATION GENERATOR	EA	\$30,000.00	1	\$30,000	1	\$30,000		\$0
MOBILIZATION TOTAL					\$18,221		\$20,497		\$6,003
SCHEDULE A: STREET TOTAL					\$40,167		\$61,033		\$0
SCHEDULE B: SANITARY TOTAL					\$324,250		\$348,900		\$120,066
TOTAL CONSTRUCTION					\$382,700		\$430,500		\$126,100
+ 15% CONTINGENCY					\$57,500		\$64,600		\$19,000
SUBTOTAL CONSTRUCTION					\$440,200		\$495,100		\$145,100
+ 28% LEAF					\$123,300		\$138,700		\$40,700
+ ROW							\$80,000		
TOTAL PROJECT					\$563,500		\$713,800		\$185,800

Services Provided:

Civil and Municipal Engineering
Water and Wastewater Engineering
Traffic and Transportation Engineering
Aviation Planning and Engineering
Water Resources Engineering
Coatings Inspection Services
Landscape Architecture Services
Surveying and Mapping
Geographic Information System Services
Funding Assistance

www.bolton-menk.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 4 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Meeting Date: October 23, 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

TJK

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: 511 NWA Water Fund |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

SUMMARY

The improvements were ordered as part of the 2017 Capital Improvement Program. The contract was awarded in the amount of \$1,362,495.50 to G.F. Jedlicki on March 27, 2017.

Pay Voucher No. 4 is for work that occurred through the end of September and includes the Inver Grove Heights-Eagan watermain interconnect along with the directional drilling and boring of the water main along TH 3.

I recommend approval of Pay Voucher No. 4, in the amount of \$ 403,101.37 for work on the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Trunk Utility Improvements, 65th Street Loop.

TJK/me

Attachments: Pay Voucher No. 4

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

ESTIMATE NO: 4 (Four)
DATE: October 23, 2017
PERIOD ENDING: September 30, 2017
PROJECT NO: 2017-02 NWA Trunk Utility Improvements, 65th Street Loop

TO: G.F. Jedlicki, Inc.
2471 Galpin Court
Suite #110
Chanhassen, MN 55317

Original Contract Amount	\$1,362,495.50
Total Addition	\$173,518.00
Total Deduction	\$0.00
Total Contract Amount.....	\$1,536,013.50
Total Value of Work to Date (includes stored materials).....	\$ 897,405.34
Less Retained (5%)	\$ 44,870.27
Less Previous Payment.....	\$ 449,433.70
Total Approved for Payment this Voucher	\$ 403,101.37
Total Payments including this Voucher.....	\$ 852,535.07

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>October 23, 2017</u> Date
Signed by:	_____ G. F. Jedlicki	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>October 23, 2017</u> Date

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****ACCEPT 2018 RATES FOR MEDICAL AND DENTAL INSURANCE AND RENEWAL RATES FOR THE SUPPLEMENTAL INSURANCE PLANS**

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Janet Shefchik, H.R. Manager
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: Joe Lynch, City Administrator

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

Accept the negotiated 2018 rates for the City's medical and dental insurance, and renewal rates for the supplemental insurance plans.

SUMMARY

In September of 2016, the City Council approved a 2-year contract renewal with HealthPartners for medical and dental insurance for 2017 and 2018. While the insurance premiums for 2017 had been determined prior to renewal, the 2018 rates were yet to be determined depending upon 12-months' worth of claims history (June 2016 to May 2017). Within the agreement, however, HealthPartners included a guarantee that the 2018 premium increases would not exceed 9% for medical insurance, and 4% for dental insurance.

In addition to the contract with HealthPartners, the City also has 2-year contracts in place with all of its union/bargaining units for 2017 and 2018. These contracts stipulate the City's agreed upon contribution amounts toward insurance for 2017, and an agreement to continue to pay 100% for required single medical coverage (HRA/HSA plans) for 2018, as well as to split any premium increase to the Single + One and Family level coverage for those plans. The City also agreed to maintain the current contribution amounts to the HRA/HSA accounts and Flexible Compensation Programs for 2018. As is provided for under its personnel policy (1-6A-16), the City also applies these same rates and contribution amounts toward benefits for eligible non-union employees.

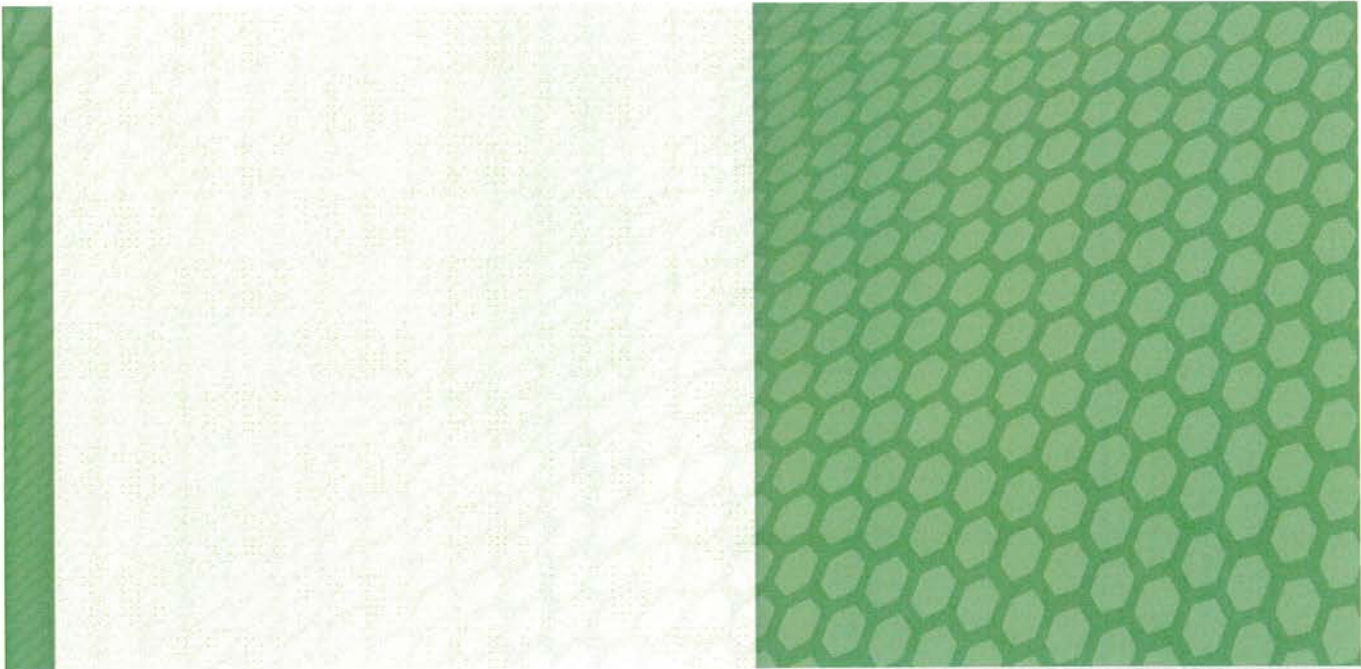
The City utilizes the brokerage services of NFP, Inc., to secure its benefit plans and to ensure that plan offerings and related report filings are legally compliant. The calculated 2018 renewal rates for the HealthPartners medical plans would have increased an average of 8.6%, had they been based on the City's 12-month claims experience. Fortunately, the brokers at NFP were able to leverage the City's longstanding relationship with HealthPartners to negotiate 2018 medical plan increases of 4.3% on average, and no increase to dental premiums. This represents a significant savings to the City and its employees, as compared to the projected increases. The brokers then presented these favorable results to Human Resources and subsequently to the City's Benefits Committee made up of union and non-union employees.

In addition to medical and dental insurance, NFP also maintains a schedule to ensure that the City's other benefit plans are bid out as often as required by law. Therefore, NFP also solicited bids for a number of the City's supplemental plans. For these plans, NFP was able to maintain benefit levels and rates at or very near existing rates for the basic term and voluntary life insurance, short and long-term disability insurance, and the voluntary vision plan.

The City does not contribute to COBRA and retiree premiums for medical insurance (note; there are a few legally required exceptions). Continuation in the existing plans can not only be cost prohibitive for our former employees, but also offers no coordination of benefits for Medicare eligible retirees. Therefore, the City requested that NFP research a Medicare supplement plan for its Medicare eligible retirees. The brokers were able to secure a voluntary Medicare supplement plan to be offered to eligible City retirees (and their spouses), where no such group plan previously existed. The HP Freedom plan will be offered beginning January 1, 2018. It will be wholly administered by HealthPartners, and will require a minimum of 5 participants in its first year. The plan is intended to provide a benefit rich plan with no coverage gaps, and the estimated premium will be approximately \$330 per month per person, plus fees. Participants will be responsible for the full premium plus fees, which will be billed by and paid directly to HealthPartners. Representatives from HealthPartners will present further information on this plan at Open Enrollment, and via employee mailings.

Attached to this item is a copy of the information that was presented to the Benefits Committee regarding the medical, dental, and supplemental renewal rates. As mentioned, the amount of the City's contributions toward those premiums and programs has already been bargained for and included in the existing union contracts that had been previously approved by Council. Therefore, staff asks the Council to accept the renewal rates as indicated in the attachment.

Additional information regarding the 2018 plans and rates will be presented to employees during the 2018 Open Enrollment period, which is slated for November 1, through December 1, 2017.



City of Inver Grove Heights

2018 Insurance
Committee Meeting
September 28, 2017



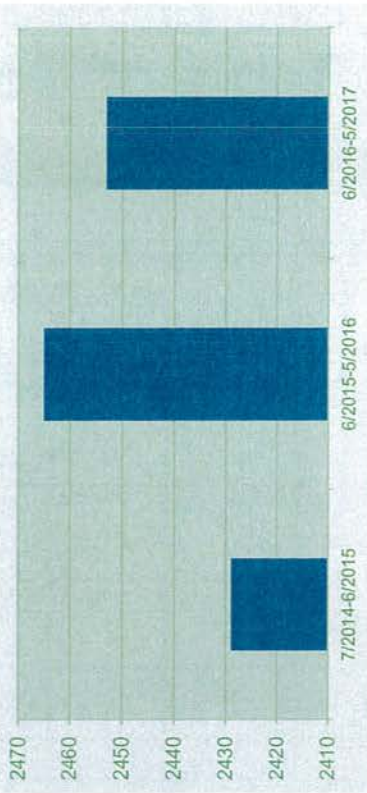
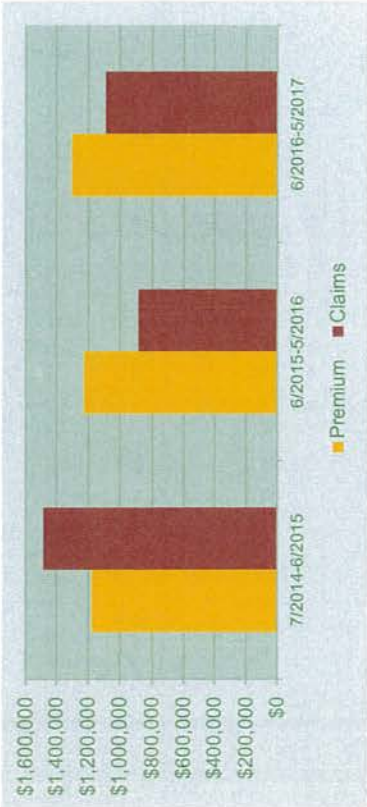
Table of Contents



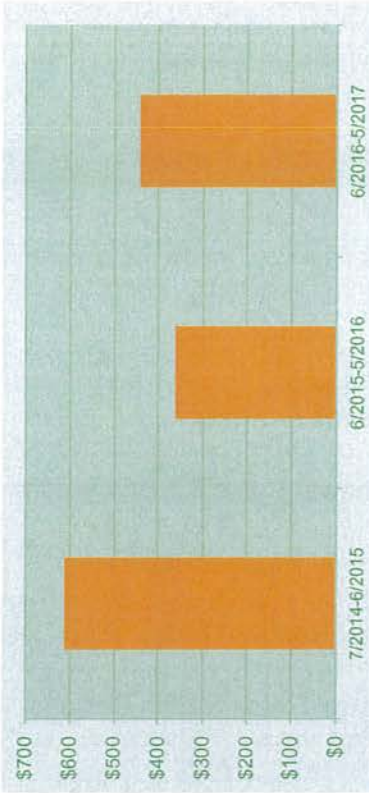
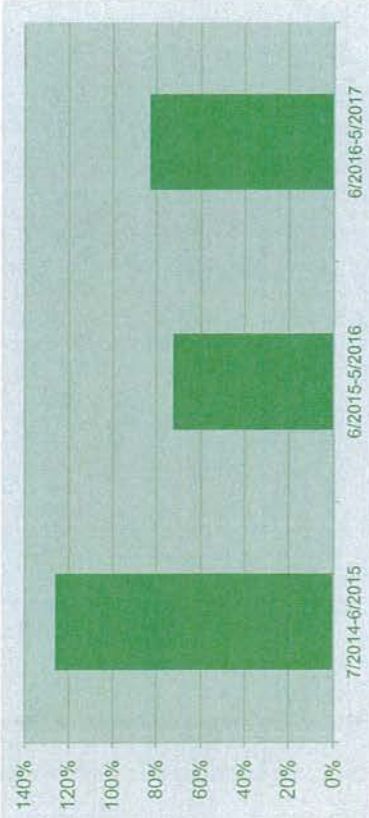
Updated Claims Analysis	Page 1
Medical Renewal Rates & Plan Designs	Page 5
Dental Renewal Rates & Plan Designs	Page 7
Supplemental Renewal Rates, Plan Designs & RFP Results	Page 8
Vision Renewal Rates & Plan Designs	Page 13

CITY OF INVER GROVE HEIGHTS CLAIMS DASHBOARD

Premium vs. Claims		Average Enrollment	
	7/2014-6/2015	6/2015-5/2016	6/2016-5/2017
Premium	\$1,180,643	\$1,230,326	\$1,307,139
Claims	\$1,487,117	\$893,643	\$1,088,717



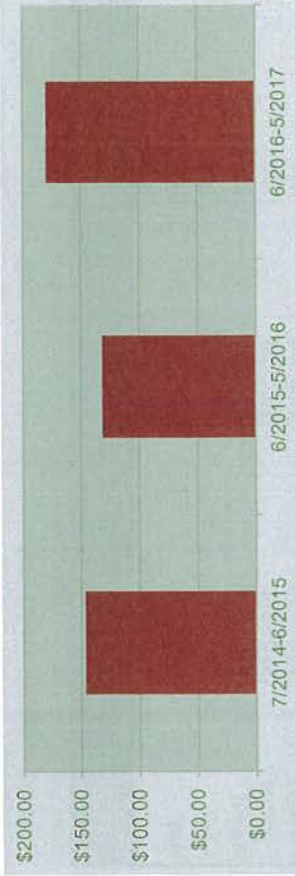
Incurred Loss Ratio		Average Claims Incurred Per Member Per Month (PMPM)	
	7/2014-6/2015	6/2015-5/2016	6/2016-5/2017
Loss Ratio	126%	73%	83%
PMPM	\$612	\$363	\$444



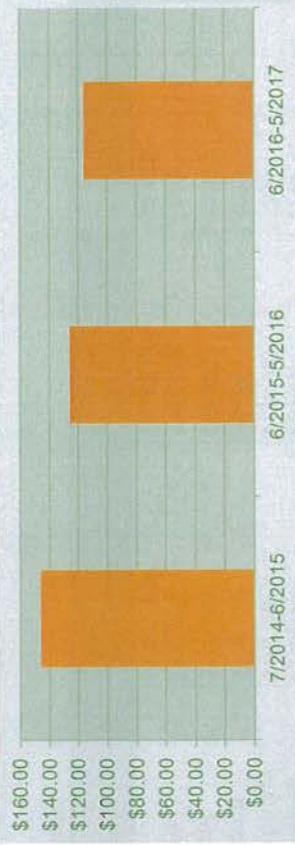
Claims total does not include charges for administration, state and federal taxes, conversion, health plan reserves, and pooling.
Claims include IBNR

CITY OF INVER GROVE HEIGHTS UTILIZATION BY CATEGORY

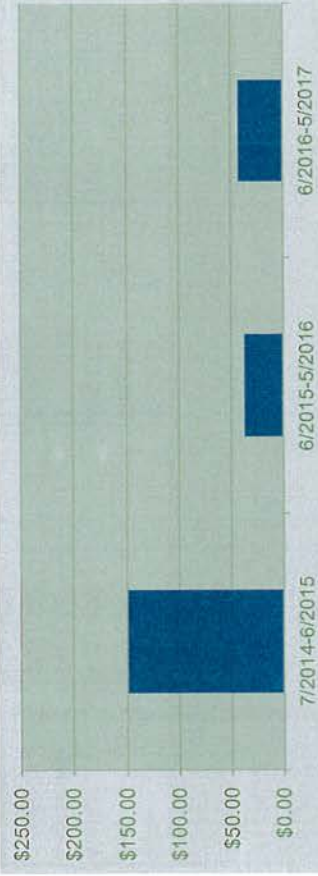
Physician Claims Per Member Per Month



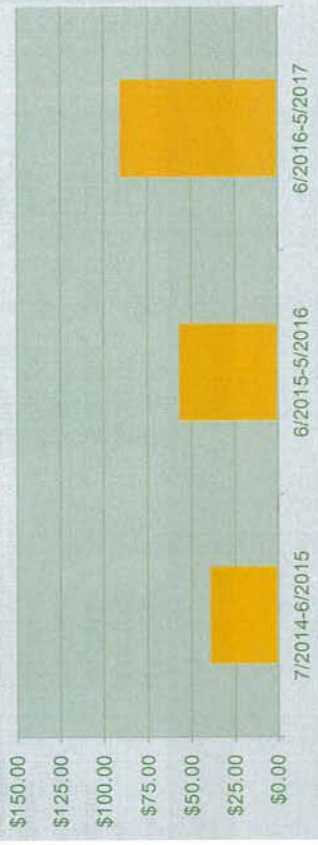
Pharmacy Claims Per Member Per Month



Inpatient Claims Per Member Per Month



Outpatient Claims Per Member Per Month

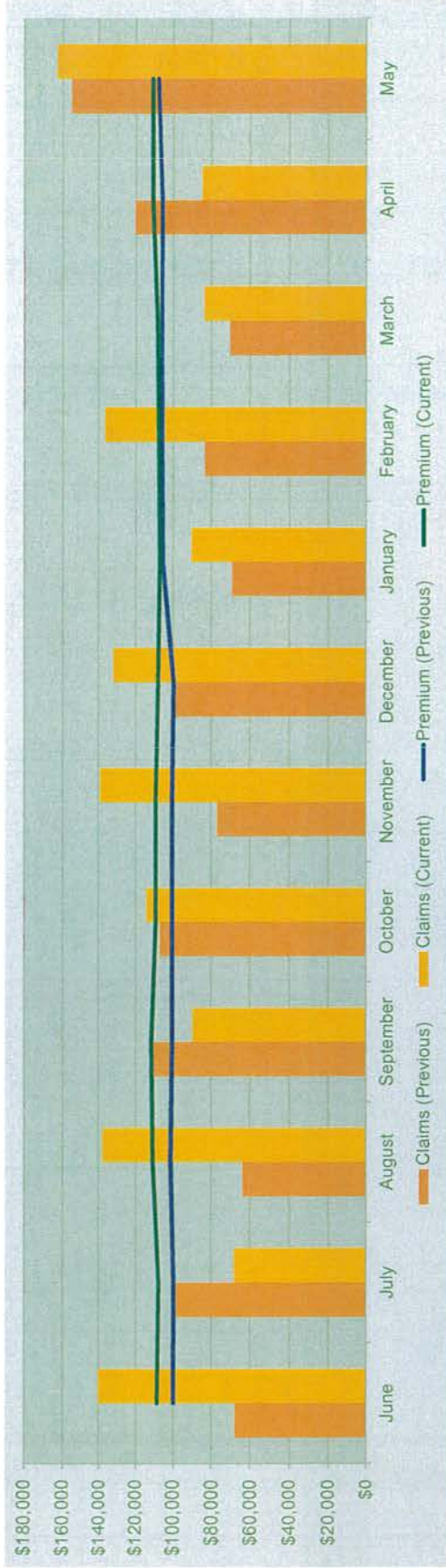


Summary Data		7/2014-6/2015		6/2015-5/2016		6/2016-5/2017	
		Totals	PMPM	Totals	PMPM	Totals	PMPM
Physician		\$356,008	\$146.57	\$324,214	\$131.53	\$441,587	\$180.02
Pharmacy		\$355,784	\$146.47	\$310,785	\$126.08	\$284,987	\$116.18
Inpatient		\$361,531	\$148.84	\$91,735	\$37.22	\$105,441	\$42.98
Outpatient		\$95,229	\$39.21	\$140,680	\$57.07	\$222,837	\$90.84
Other Services		\$27,975	\$11.52	\$26,230	\$10.64	\$33,865	\$13.81
Total Claims		\$1,196,527	\$492.60	\$893,644	\$362.53	\$1,088,717	\$443.83
Total Premium		\$1,180,643	\$486.06	\$1,230,326	\$499.12	\$1,307,139	\$532.87
Claims to Premium Ratio		101.3%		72.6%		83.3%	
Member Months		2,429		2,465		2,453	

Claims total does not include charges for administration, state and federal taxes, conversion, health plan reserves, and pooling.

Claims Include IBNR

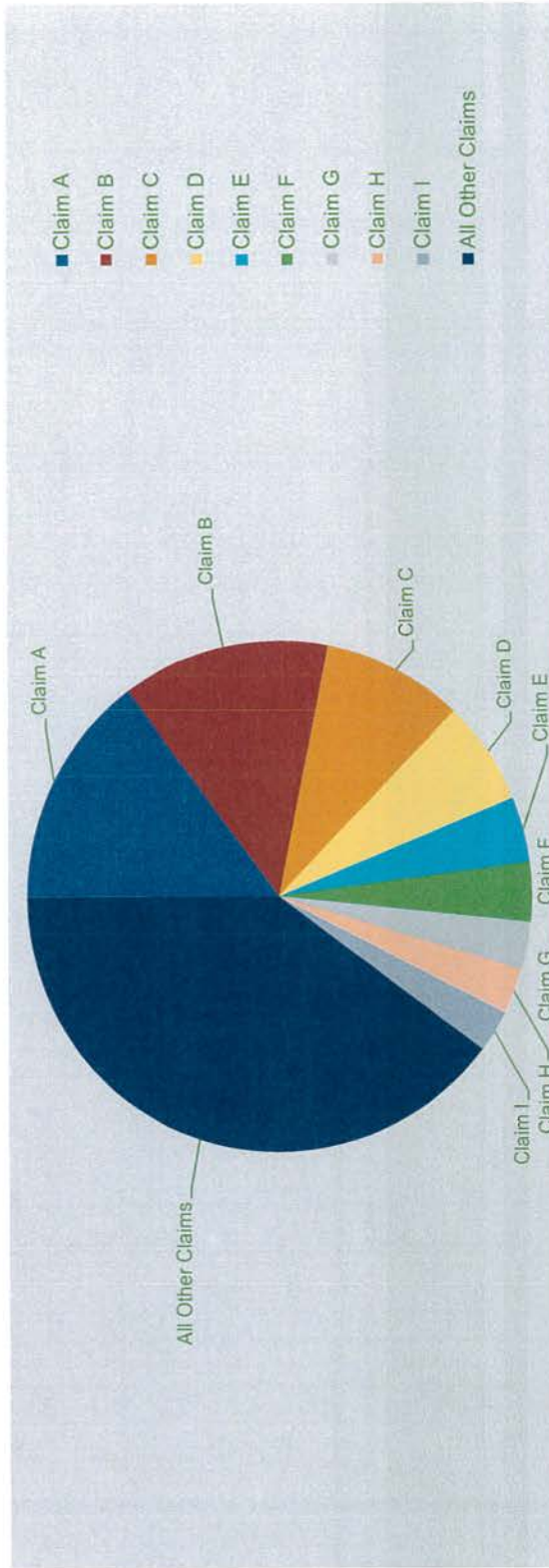
CITY OF INVER GROVE HEIGHTS MONTHLY CLAIMS TO PREMIUM



Previous Timeframe		Current Timeframe		Members
2015-2016	2016-2017	Premium (Previous)	Premium (Current)	
June	June	\$99,914	\$108,375	207
July	July	\$99,849	\$107,505	203
August	August	\$101,123	\$110,651	208
September	September	\$100,367	\$111,522	212
October	October	\$100,367	\$109,013	205
November	November	\$100,367	\$109,013	205
December	December	\$99,730	\$107,737	203
January	January	\$104,841	\$106,726	199
February	February	\$105,349	\$107,407	200
March	March	\$105,436	\$108,129	202
April	April	\$105,374	\$110,594	206
May	May	\$107,607	\$110,467	203
		\$1,230,324	\$1,307,139	2,453
Loss Ratio		91.6% Loss Ratio		105.7%

Claims total does not include charges for administration, state and federal taxes, conversion and health plan reserves.
Claims include IBNR and pooling charges

CITY OF INVER GROVE HEIGHTS LARGE CLAIMS ANALYSIS



Claim ID	Gross Paid Claims	Pooled Claims	Net Paid Claims Pooling Point is \$50,000
Claim A	\$162,196	\$112,196	\$50,000
Claim B	\$144,699	\$94,699	\$50,000
Claim C	\$97,971	\$47,971	\$50,000
Claim D	\$71,227	\$21,227	\$50,000
Claim E	\$45,426	\$0	\$45,426
Claim F	\$41,010	\$0	\$41,010
Claim G	\$32,836	\$0	\$32,836
Claim H	\$31,425	\$0	\$31,425
Claim I	\$29,262	\$0	\$29,262
Total Large Claims	\$656,052	\$276,093	\$379,959
All Other Claims	<u>\$432,665</u>		<u>\$432,665</u>
Total Claims	\$1,088,717		\$812,624
Claims PMPM	\$443.83		\$331.28
Revised Loss Ratio	83.3%		62.2%

Pooling Point: \$50,000
 Claims total does not include charges for administration, state and federal taxes, conversion, health plan reserves, and pooling.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 MEDICAL RENEWAL RATES

Enrollment	CURRENT		RENEWAL		NEGOTIATED	
	OA Choice \$250-\$25	HRA VEBA	OA Choice \$250-\$25	HRA VEBA	OA Choice \$250-\$25	HRA VEBA
Single	4	39	\$2,600-100% HSA	\$2,600-100% HSA	\$2,600-100% HSA	\$2,600-100% HSA
Single + 1	2	1	\$2,600 / \$5,200	\$2,600 / \$5,200	\$2,600 / \$5,200	\$2,600 / \$5,200
Family	0	1	100% after ded	100% after ded	100% after ded	100% after ded
Deductible			100% after ded	100% after ded	100% after ded	100% after ded
Coinurance			100% after ded	100% after ded	100% after ded	100% after ded
Office Visit Copay			\$25	\$25	\$25	\$25
Out of Pocket Maximum			\$1,600 / \$3,000	\$1,600 / \$3,000	\$1,600 / \$3,000	\$1,600 / \$3,000
Prescriptions			\$12 Generic/ \$24 Brand	\$12 Generic/ \$24 Brand	\$12 Generic/ \$24 Brand	\$12 Generic/ \$24 Brand
Single	\$750.61	\$681.37	\$811.33	\$738.47	\$781.55	\$711.37
Single + 1	\$1,688.89	\$1,533.10	\$1,825.23	\$1,661.33	\$1,758.25	\$1,600.37
Family	\$1,959.14	\$1,778.41	\$2,117.61	\$1,927.46	\$2,039.90	\$1,856.73
Monthly Totals						
Single	\$3,002.44	\$26,573.43	\$3,245.32	\$28,800.33	\$3,125.20	\$27,743.43
Single + 1	\$3,377.78	\$1,533.10	\$3,650.46	\$1,661.33	\$3,515.50	\$1,600.37
Family	\$0.00	\$1,778.41	\$0.00	\$1,927.46	\$0.00	\$1,856.73
Monthly Total	\$6,380.22	\$29,884.94	\$6,895.78	\$32,389.12	\$6,642.70	\$31,200.53
Combined Monthly Total		\$110,467.16		\$120,405.52		\$115,258.53
Combined Annual Total		\$1,325,605.92		\$1,444,866.24		\$1,383,102.36
Annual Difference		N/A		\$119,260.32		\$57,496.44
Percent Difference by Plan	N/A	N/A	8.1%	8.4%	4.1%	4.4%
Percent Difference				9.0%		4.3%
RATE GUARANTEE				2018: Not to Exceed 9%		2019: Not to Exceed 9%

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

*\$2,600 deductible and OOP have increased to \$2,700 due to IRS mandated changes.

CITY OF INVER GROVE HEIGHTS
JANUARY 1, 2018 MEDICAL PLAN DESIGNS

Summary of Coverage	CURRENT HealthPartners			RENEWAL HealthPartners		
	OA Choice \$250-\$25	HRA VEBA	\$2,600-100% HSA	OA Choice \$250-\$25	HRA VEBA	\$2,700-100% HSA
In-Network Benefits						
Annual Deductible:	\$250 per person \$750 per family	\$2,000 per person \$4,000 per family	\$2,600 per person \$5,200 per family	\$250 per person \$750 per family	\$2,000 per person \$4,000 per family	\$2,700 per person \$5,400 per family
Out-of-Pocket Max:	\$1,500 per person \$3,000 per family	\$2,000 per person \$4,000 per family	\$2,600 per person \$5,200 per family	\$1,500 per person \$3,000 per family	\$2,000 per person \$4,000 per family	\$2,700 per person \$5,400 per family
Routine Care:	You pay nothing	You pay nothing	You pay nothing	You pay nothing	You pay nothing	You pay nothing
Office Visits:	\$25 copay	You pay nothing after deductible	You pay nothing after deductible	\$25 copay	You pay nothing after deductible	You pay nothing after deductible
Hospitalization: (inpatient/Outpatient)	You pay 20% after deductible	You pay nothing after deductible	You pay nothing after deductible	You pay 20% after deductible	You pay nothing after deductible	You pay nothing after deductible
Prescription Drugs:	\$12 Generic \$24 Brand	\$15 Generic \$25 Brand	100% after deductible	\$12 Generic \$24 Brand	\$15 Generic \$25 Brand	100% after deductible
Urgent Care:	\$25 copay	You pay nothing after deductible	You pay nothing after deductible	\$25 copay	You pay nothing after deductible	You pay nothing after deductible
Emergency Care:	\$75 copay	You pay nothing after deductible	You pay nothing after deductible	\$75 copay	You pay nothing after deductible	You pay nothing after deductible
Lifetime Maximum:		Unlimited			Unlimited	
Out-of-Network Benefits						
Annual Deductible:	\$500 per person \$1,500 per family	\$4,000 per person \$8,000 per family	\$4,800 per person \$9,600 per family	\$500 per person \$1,500 per family	\$4,000 per person \$8,000 per family	\$4,800 per person \$9,600 per family
Out of Pocket Max:	\$3,500 per person \$6,000 per family	\$7,000 per person \$11,000 per family	\$9,600 per person \$19,200 per family	\$3,500 per person \$6,000 per family	\$7,000 per person \$11,000 per family	\$9,600 per person \$19,200 per family
Office Visits, Hospital:	You pay 35% after deductible	You pay 45% after deductible	You pay 25% after deductible	You pay 35% after deductible	You pay 45% after deductible	You pay 25% after deductible
Routine Care:	No Coverage	You pay 45% after deductible	You pay 25% after deductible	No Coverage	You pay 45% after deductible	You pay 25% after deductible
Lifetime Maximum:		Unlimited			Unlimited	

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

CITY OF INVER GROVE HEIGHTS JANUARY 1, 2018 DENTAL RENEWAL | PLAN DESIGNS & OPTIONS

Enrollment as of June 2017		CURRENT / RENEWAL HealthPartners ¹	
Employee	63	Option A Choice	Option B Choice
Family	25		
TOTAL	88		
Calendar Year Deductible	None		\$50 per person \$150 per family
Calendar Year Maximum	\$1,500		\$750
Diagnostic & Preventive	100%		80%
Fillings	100%		80%
Basic Services	80%		50%
Basic Oral Surgery	80%		50%
Basic Endodontics	80%		50%
Surgical Periodontics	80%		50%
Complex Oral Surgery	80%		50%
Crowns and crown repairs	70%		50%
Prosthetics	50%		50%
Orthodontics	50% to \$1,500		50% to \$750
U & C		70th percentile	
COST SCHEDULE		CURRENT / RENEWAL	
Employee			\$45.47
Family			\$145.33
Monthly Premium			\$6,497.86
Annual Premium			\$77,974.32
Percent Increase			0.0%
Website			www.healthpartners.com
Rate Guarantee Through		12/31/2018	

¹HealthPartners has included a rate cap of not to exceed 4.0% for 2018. Renewal rates are contingent upon retention of current preventive dental coverage in HealthPartners medical benefits.

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 BASIC TERM LIFE AND AD&D

Eligibility: All active full time employees who are working a minimum of 20 hours per week.

MN Life through OCHS, Inc.	
Class Definition	AD&D Amount
All Employees	Matches life amount for death, with schedule for dismemberment
Spouse	Not Available
Child	Not Available

CURRENT MN Life through OCHS, Inc.	
Employee Age Reduction	
At Age 65:	Reduced to 65%
At Age 70:	Reduced to 50%
At Age 75:	Reduced to 25%
Guarantee Issue Limit	\$150,000
Waiver of Premium	Yes, Disabled prior to age 60, continues to age 65
Conversion	Yes
COST SCHEDULE	CURRENT RENEWAL
Rate per \$1,000	\$0.095 \$0.105
AD&D per \$1,000	\$0.020 \$0.020
Total	\$0.115 \$0.125
Dependent Rate	\$1.30 \$1.30
Monthly Premium	\$120.11 \$126.60
Annual Premium	\$1,441.37 \$1,519.22
Premium Difference	N/A \$77.86
Percentage Difference	N/A 5.40%
Rate Guarantee Through	N/A 12/31/2019
Estimated Volume	\$648,816
Estimated Dependent Volume	35

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Premiums will fluctuate based on enrollment.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 VOLUNTARY TERM LIFE

Eligibility: All active full time employees who are working a minimum of 20 hours per week.

	CURRENT MN Life through OCHS, Inc.
Employee Guarantee Issue Limit	\$100,000
Employee Maximum Benefit	Minimum of \$5,000 up to a maximum of \$300,000 in increments of \$5,000 (not to exceed \$500,000 combined with Base Life)
Spouse Guarantee Issue Limit	\$25,000
Spouse Maximum Benefit	Minimum of \$5,000 up to a maximum of \$150,000 in increments of \$5,000
Dependent Benefit	None
Limited Child(ren) Benefit Prior to 6 Months	N/A
Portability Benefit	Yes
Conversion Benefit	Yes
Waiver of Premium	Yes, Disabled prior to age 60, continues to age 65
Age Reduction Schedule	None
AD&D Benefit	Matches life amount for death, with benefit schedule for dismemberment.

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Premiums will fluctuate based on enrollment.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 VOLUNTARY TERM LIFE COST SCHEDULE

Rate per \$1,000		CURRENT/RENEWAL MN Life through OCHS, Inc. (Rates include \$0.02 AD&D) Employee / Spouse
<20:		\$0.07
20-24:		\$0.07
25-29:		\$0.08
30-34:		\$0.10
35-39:		\$0.11
40-44:		\$0.14
45-49:		\$0.23
50-54:		\$0.39
55-59:		\$0.63
60-64:		\$0.77
65-69:		\$1.33
70-74:		\$2.08
75+:		\$2.40*
Dependent Child (per \$1,000):		N/A
		*Additional rates beyond age 75 available upon request
AD&D Rates (per \$1,000):		\$0.02 (Included in rates listed above) Employee, Spouse
Participation Requirement		None
Rate Guarantee Through		12/31/2019

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Premiums will fluctuate based on enrollment.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 LONG TERM DISABILITY

Eligibility: All active full time employees who are working a minimum of 20 hours per week.

	<u>CURRENT/RENEWAL</u> Madison National Life
Elimination Period	90 Days
Benefit Percentage	66.67%
Monthly Maximum Benefit	\$5,000
Minimum Monthly Benefit	\$100 (available at 30+ hours/week)
Benefit Duration	SSNRA
Definition of Disability	Loss of Material Duties
Own Occupation Limitation	
Class 1: City Clerk, City Manager & Department Head (Earning \$30,000 + Annual Pay)	60 Months
Class 2: All Other Employees	36 Months
Mental Illness Limitation	24 Months
Drug/Alcohol Limitation	24 Months
Self Reported Symptoms	SSNRA
Pre-existing Limitation	3/3/12
Survivor Benefit	3 Months
Conversion Benefit	Yes
COST SCHEDULE	
Rate per \$100 C.M.E.	\$0.38
Monthly Premium	\$2,536.76
Annual Premium	\$30,441.17
Annual Difference	N/A
Percentage Difference	N/A
Rate Guarantee Through	12/31/2017
Estimated Volume	\$667,570

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet or vendor proposal for exact details.

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 VOLUNTARY SHORT TERM DISABILITY

Eligibility: All active full time employees who are working a minimum of 20 hours per week.

	<u>CURRENT</u> Colonial Life			
Coverage	Sickness and Off Job Accident			
Elimination Period	Available Options			
Accident	0 Days	7 Days	0 Days	14 Days
Sickness	7 Days	7 Days	14 Days	14 Days
Benefit Period	3 Months			
Monthly Benefit Options	\$400 - \$5,000 In increments of \$100 (maximum income replacement is 66 2/3% of income)			
Disability Benefits				
Working Full Time:	Total Disability: Unable to perform the material duties of your job, not working at any job, and under the regular and appropriate care of a doctor.			
Not Working Full Time:	Partial Disability: Unable to perform the material duties of your job for 20 hours or more per week, are able to work at your job or any other job for less than 20 hours per week, employer will allow you to work and are under the care of a physician, will pay 50% of the total disability benefit.			
Definition of Disability	Total			
Pre-existing Condition	12/12			
Waiver of Premium	After 90 days of total disability or elimination period (whichever is greater)			
Participation Requirements	N/A			
Pre/Post Tax Premiums	Post Tax			

Monthly Premium per \$100 of Monthly Benefit			
Elimination Period	0/7	7/7	0/14
Age 17-49	\$1.85	\$1.75	\$1.33
Age 50-69	\$2.24	\$2.10	\$1.64
			\$1.47

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet or vendor proposal for exact details.

Prepared by NFP 9/25/2017

CITY OF INVER GROVE HEIGHTS

JANUARY 1, 2018 EMPLOYEE PAID VOLUNTARY VISION PLAN

Eligibility: All active full time employees who are working a minimum of 20 hours per week.

Network	CURRENT/RENEWAL	
	In-Network	Out-of-Network
Summary Description -		
Copay		
Glasses Exam	N/A	Reimbursed up to \$30
Contact Fit & Follow Up	Up to \$55	N/A
Frames / Lenses	\$0 / \$25	Reimbursed up to \$75
Lenses		
Single	Covered in full after copay	Reimbursed up to \$25
Lined Bifocal	Covered in full after copay	Reimbursed up to \$40
Lined Trifocal	Covered in full after copay	Reimbursed up to \$60
Lenticular	Covered in full after copay	Reimbursed up to \$60
Progressive	\$90 - \$135 Copay	Reimbursed up to \$40
Standard Scratch Coating	\$15	N/A
Plan Allowance		
Exam	Covered in full after copay	Reimbursed up to \$30
Frames	\$150 Allowance; 20% disc off balance	Reimbursed up to \$65
All Other Materials	Average 20% discount	N/A
Contact Lenses		
Medically Necessary	Covered in full	Reimbursed up to \$210
Elective	\$130 Allowance	Reimbursed up to \$104
Frequency		
Exam		12 Months
Lens		12 Months*
Frames		24 Months
Contact Lenses		12 Months*
Monthly Premium		
Employee		\$4.65
Employee +1		\$8.83
Employee + Child(ren)		\$9.29
Family		\$13.66
Participation Requirement		10 Employees
Provider Locator		www.eyemedvisioncare.com
Rate Guarantee Through		12/31/2018

*Eyemed allows member to utilize the Contact Lens and Frame Allowances, and additionally pay for Glass Lenses out of pocket in the same 12 month period for the largest utilization of plan dollars and savings combination.

This is not meant to be a complete plan description. It is just a brief summary of the plans. For exact details, please consult the plan booklet.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Calling for a Public Hearing on the Issuance of Capital Improvement Plan Bonds for Fire Station #2

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

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

Call for a Public Hearing to consider the issuance of Capital Improvement Bonds to finance Project #2014-10 Fire Station #2 and the adoption of a Capital Improvement Plan for 2017-2021.

SUMMARY

On October 9, 2017 Council approved the purchase agreement with William and Muriel Carlson for 9250 Courthouse Boulevard to acquire land for the proposed Fire Station #2.

The City intends to issue Capital Improvement Plan Bonds pursuant to Minnesota Statute 475.521 to finance land acquisition and project costs related to Project #2014-10 Fire Station #2. The bonds will be issued in the summer of 2018 and will be backed with a general obligation pledge from the City. Bond proceeds will be used, in part, to reimburse the City for costs incurred prior to selling the bonds.

On October 10, 2017, the Finance Director prepared a Declaration of Intent for Project #2014-10 Fire Station #2 that authorizes the City to use future bond proceeds to repay itself for the land associated with the Fire Station, construction costs, and other project costs in the total amount of \$10,403,450. The declaration of intent can be updated when more information is available regarding construction costs.

Issuance of Capital Improvement Plan Bonds requires a public hearing and approval by 3/5ths of the City Council. If the City receives a petition signed by voters equal to five percent of the votes cast in the City in the last general election within 30 days of the public hearing, then the City will need to hold a referendum prior to issuing the proposed Capital Improvement Bonds. Such a referendum would be on whether the City may issue Capital Improvement Bonds, not on whether it may build the fire station. Therefore, if a petition is received the City may choose to consider alternative financing options for the Fire Station.

Capital Improvement Plan Bonding Calendar

October 23	City Council adopts resolution calling for the Public hearing on issuance of the bonds and on the Capital Improvement Plan related to the bonds and directs preparation of a 5-Year Capital Improvement Plan.
------------	---

November 6	Work Session – Discussion on the Capital Improvement Plan for the City as a whole, as well as the Capital Improvement Plan specific to the proposed Fire Station financing.
November 19	Publication of public hearing notice
December 11	City Council holds public hearing on the Bonds and the Capital Improvement Plan and adopts resolution giving preliminary approval for their issuance and approving the Capital Improvement Plan by at least a 3/5ths vote of the Council.
January 10	30-day deadline for filing petition

The sale of the bonds will align with construction contract award, likely Summer 2018.

While the project costs for the Fire Station #2 are expected to total approximately \$10,000,000, the Capital Improvement Plan will authorize the issuance of up to \$12,500,000 in Capital Improvement Plan Bonds in the event bids come in higher than expected. The amount of bonds issued will be limited to the maximum amount specified in the Capital Improvement Plan unless the Council repeats the public hearing and 3/5th vote approval process with the 30 day petition period. Cost estimates and bonding amounts will be refined when the final design is completed and again when bids are received.

RESOLUTION CALLING A PUBLIC HEARING ON
THE INTENTION TO ISSUE GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS AND THE PROPOSAL TO
ADOPT A CAPITAL IMPROVEMENT PLAN FOR 2017 THROUGH 2021
UNDER MINNESOTA STATUTES, SECTION 475.521

A. WHEREAS, pursuant to Minnesota Statutes, Section 475.521 the City of Inver Grove Heights, Minnesota (the “City”) may issue bonds to finance capital expenditures under its capital improvement plan (the “Plan”) without an election provided that, among other things, prior to issuing the bonds the City adopts the Plan after a public hearing thereon and publishes a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter; and

B. WHEREAS, the City Council will hold a public hearing on its intention to issue general obligation capital improvement plan bonds (the “Bonds”) and to adopt the Plan therefor pursuant thereto on December 11, 2017; and

NOW, THEREFOR, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the City Council hereby calls for a public hearing on its intent to issue the Bonds and to adopt the Plan therefor, such hearing to be held on the date and time set forth in Exhibit A attached hereto. The City Council is hereby directed to cause the notice to be published at least 14 but not more than 28 days before the hearing in the official newspaper of the City or a newspaper of general circulation in the City.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

Whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF INVER GROVE HEIGHTS, MINNESOTA
2017-2021 CAPITAL IMPROVEMENT PLAN
AND NOTICE OF INTENTION TO ISSUE
CAPITAL IMPROVEMENT BONDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Inver Grove Heights, Minnesota (the "City") will meet on December 11, 2017, at or after 7:00 p.m. at the City Hall in Inver Grove Heights, Minnesota, in part to hold a public hearing concerning (1) the issuance of general obligation bonds (the "Bonds") in an amount not to exceed \$12,500,000 to finance various capital improvements within the City; and (2) the proposal to adopt a capital improvement plan for 2017 through 2021 pursuant to Minnesota Statutes, Section 475.521.

All persons interested may appear and be heard at the time and place set forth above.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the City in the last general election, is filed with the City Clerk within 30 days after the public hearing (i.e., by January 10, 2018), the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

A copy of the plan is available for inspection in the City Clerk's Office, City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077. Question or comments may be directed to the City Clerk's Office at 651-450-2500.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Clerk before the hearing.

Dated: _____, 20__

BY ORDER OF THE CITY COUNCIL OF
OF THE CITY OF _____, MINNESOTA

/s/ _____
City Clerk

[Submit _____; Publish _____]

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****Consider Inver Grove Heights CVB 2018 Work Plan and Budget**

Meeting Date: October 23, 2017
 Item Type: Consent
 Contact: Tracy Shimek, CVB Director
 651-451-2266 x1030
 Prepared by: Tracy Shimek, CVB Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider the IGH CVB 2018 budget and work plan for approval.

SUMMARY:

**Inver Grove Heights Convention & Visitors Bureau
2018 Work Plan**

Draft**Inver Grove Heights Convention & Visitors Bureau**

Mission: To market and promote Inver Grove Heights to visitors to maintain and stimulate the community's economic vitality.

Vision: To generate measurable lodging tax growth and tourism and hospitality related economic impact for the City of Inver Grove Heights.

CVB purpose: The purpose of the CVB is to market and promote the City as a tourist destination.

Responsibilities: The Director is responsible for all contracts, memberships, communications, marketing and promotions, and meetings and events for the Inver Grove Heights CVB.

- Attend monthly CVB Board meetings and provide report on activities
- Provide clear and concise communication between the City of IGH and the IGH CVB Board
- Support and educate the community on the economic impact of the tourism and hospitality industry
- Serve as a resource to visitors of Inver Grove Heights and the metro area
- Provide research as needed from Explore Minnesota Tourism or other tourism partners
- Manage contracts, vendors, programs and initiatives for the CVB, tourism associations and partnerships

IGH CVB Strategic Objectives/Goals:

1. Generate incremental weekend leisure business during the 1st and 4th Quarter of 2018 and define the reach to our identified target markets

Includes: Online digital advertising, quarterly sweepstakes campaigns and social media campaigns. Major demographic identified as women 25-54 years old; geographic target markets include: MN WI, IL, IA, Dakotas and Canada (Winnipeg, Thunder Bay). Expanded targeted markets to include group business (particularly

youth sports groups, weddings). Digital marketing campaign utilizing Explore Minnesota grant funds to include: geo-fencing, geo-retargeting, behaviorally targeted emails, native advertising and/or programmatic display or other relevant digital marketing techniques. Work with community partners to explore new event ideas or attract existing events to Inver Grove Heights to increase travel to and awareness of the area, including consideration of event hosting or sponsorships. Include out of home advertising in Winnipeg, and explore more out of home opportunities. Did we see more website traffic from our targeted areas? Did the hotels see an increase in bookings in the first and fourth quarter year-over-year?

Measurable: Provide monthly website and social media analytics and lodging tax report with month-over-month and year-over-year comparisons at Board meetings.

2. Content Enhancement

Includes: Work with vendor to create updated VisitIGH.com website; secure vendor through RFP process with bids from multiple vendors. Partner with Metro Tourism Committee ad campaign. Create a social media calendar for the year and plan two months in advance. Enhance website content to include blogs and sample itineraries, listings of local live music and community special events, farmers markets, restaurant events and community theatre productions. Director will create new content for blog and bi-monthly e-newsletter. Create new visual content for website, advertising and social media (video and photo). Update visitors guide.

Measurable: Present findings from vendor's content activation analytics and reports at Board meetings as applicable. Provide monthly social media and website analytics at Board meetings.

3. Increase Tourism Awareness

Includes: Educating the community and visitors
Create marketing calendar and timeline to meet deadlines.

- CVB to present 2x/year at City Council and/or work-session meeting to share/educate council and community on tourism economic impact
- Share CVB and tourism related news in City of IGH's bi-monthly City Insights Newsletter to reach and educate area residents
- Share tourism related stories from Town Square Televisions Insights 7 stories on CVB website and social media
- Share hospitality and tourism related events in IGH on CVB website, social media and possibly in Chamber Weekly Update (1x/month) to reach and educate local businesses
- Keep online event calendar up to date with local and regional events.

Measurable: Provide monthly written report based on Director's activities report.

4. Establish criteria, measurements and analytics to measure outcomes of objectives.

Includes: Develop goals, identify how to measure them, monitor analytics and activities on a monthly basis to make necessary modifications. Highlight year over year measurements of key data and present in an easy to read format.

Measurable: Provide written list of objectives and measurables in January to Board and City. Provide analytics or reports as noted for each objective at monthly Board meetings.

5. Review, evaluate and revise as needed CVB organization

Includes: Look at Bylaws, increasing board membership, policies, director job description and annual review process. Establish written policies and procedures

Measurable: Hold Executive committee and sub-committee meetings as needed to complete process of specific task. Present outcomes at monthly Board meetings as necessary.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 23, 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

Item will be available on Monday, October 23, 2017.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRANK RAUSCHNOT – CASE NO. 17-47CV

Meeting Date: October 23, 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 6751 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
 - Requires 3/5th's vote.
 - 60-day deadline: November 17, 2017 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit and variance to add an attached garage/mudroom to the existing home. The property is .89 acres in size and zoned B-1, Limited Business. The house was built in 1957, prior to the City adopting the zoning code, which makes the home and residential use a legal non-conforming use in a commercial district. There is currently a detached garage on the property. The applicant is requesting a 952-square foot attached garage/mudroom addition. The zoning code allows for the expansion of a non-conforming use up to 30% with a CUP and then a variance to exceed that amount. The use of the property has historically been residential and it is proposed to continue to be a single-family residence.

As mentioned, the applicant is proposing a 952-square foot garage/mudroom addition to the existing home. Approval of the request would reduce the opportunity for commercial redevelopment, but would be compatible with the surrounding land uses. The property has historically been used as a residential property. The Council recently approved an addition to a non-conforming residential structure south of the proposed lot. At that time, Council discussed reviewing the zoning in this area during the 2040 Comprehensive Plan update process.

The request to expand a nonconforming use meets the CUP criteria relating to land use impacts such as setbacks and aesthetics, environmental impacts, public health and safety impacts and consistency with Zoning Ordinance. The property is appropriate for the use considering the size, topography and vegetation. Staff believes the request to add an attached garage to the existing residential home to be a reasonable request for the property.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to expand a legal nonconformity and a variance to exceed the 30% expansion of a non-conforming structure with the conditions listed in the attached resolutions.

Planning Commission: At the October 17, 2017 public hearing, the Planning Commission recommended approval of the conditional use permit and variance as submitted with the conditions listed in the attached resolutions (6-0).

Attachments: CUP Resolution
Variance Resolution
Draft 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 NONCONFORMING RESIDENTIAL HOME
UP TO 30% GROSS SQUARE FEET**

CASE NO. 17-47CV
Frank Rauschnot

Property located at 6751 Cahill Avenue and legally described as follows:

North 165 feet of the East 245 feet of the Southeast Quarter of the Southeast Quarter of Section 4; And that part of the North 165 feet of the Southwest Quarter of the Southwest Quarter of Section 3, lying Westerly of the center line of S.A.R. No 25 (Also known as Middle Road); all in Township 27, Range 22, Dakota County, Minnesota

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

WHEREAS, the applicant is requesting to add garage and mudroom addition to the existing non-conforming, single-family 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, 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, the request has been reviewed against Title 10, Chapter 16-5, regarding the criterion to expand a nonconforming use; the conditional use permit meets the minimum standards in this section;

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 October 17, 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.

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 23rd 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% EXPANSION OF A
NONCORMING STRUCTURE**

CASE NO. 17-47CV
Frank Rauschnot

Property located at 6751 Cahill Avenue and legally described as follows:

North 165 feet of the East 245 feet of the Southeast Quarter of the Southeast Quarter of Section 4; And that part of the North 165 feet of the Southwest Quarter of the Southwest Quarter of Section 3, lying Westerly of the center line of S.A.R. No 25 (Also known as Middle Road); all in Township 27, Range 22, Dakota County, Minnesota

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

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

WHEREAS, the existing residential home is a legal nonconforming use;

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 October 17, 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.
- 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 1957, limits how large an addition can be constructed without a variance.
- e. The proposed attached garage 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% allowed expansion of a nonconforming use 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.

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 23rd 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: October 17, 2017
SUBJECT: **FRANK RAUSCHNOT – CASE NO. 17-47CV**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit (CUP) to expand a non-conforming structure up to 30% of its gross floor area, and a variance to exceed a 30% expansion of a non-conforming structure, for the property located at 6751 Cahill Avenue. 67 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a CUP and variance to add an attached garage/mudroom to the existing home. The property is .89 acres in size and zoned B-1, Limited Business. The house was built in 1957, prior to the City adopting the zoning code, which makes this property a legal non-conforming use in a commercial district. There is currently a detached garage on the property. The applicant is requesting a 952-square foot attached garage/mudroom addition. The zoning code allows for the expansion of a non-conforming use up to 30% with a CUP and then a variance to exceed that amount. City Council supported the Planning Commission's approval recommendation of a recent similar request on a neighboring property. They also stated that the zoning of this corridor should be reviewed during the comprehensive plan update process. The use of the property has historically been residential and it is proposed to continue to be a single-family residence. Staff recommends approval of the CUP and variance with the conditions and practical difficulty as listed in the report. Staff heard from 3 or 4 of the neighboring property owners, all with general questions. One stated concern was the outdoor storage currently on the property.

Commissioner Simon asked if the small building to the back of the lot had any bearing on this application.

Ms. Botten replied that it did not as structures less than 120 square feet in size would not be counted as an accessory structure if it was zoned residential.

At Commissioner Robertson's request, Ms. Botten pointed out where the B-1 lots being used exclusively for residential were located versus those having a multi-use.

Opening of Public Hearing

Jim Rauschnot, 8602 Birch Court, advised he was available to answer any questions.

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

Mr. Rauschnot replied in the affirmative. He advised that most of the outdoor storage had already been eliminated, and the items being stored outdoors were one of the reasons they were requesting the attached garage.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Wippermann stated the request was very similar to another application the Planning Commission recommended approval of a month ago and he saw no reason for them to vote differently on this one.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Weber, to approve the request for a conditional use permit (CUP) to expand a non-conforming structure up to 30% of its gross floor area, and a variance to exceed a 30% expansion of a non-conforming structure, for the property located at 6751 Cahill Avenue, with the conditions and practical difficulty as listed in the staff report.

Motion carried (6/0). This item goes to the City Council on October 23, 2017.

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

HEARING DATE: October 17, 2017

CASE NO: 17-47CV

APPLICANT& PROPERTY OWNER: Frank Rauschnot

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

LOCATION: 6751 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 variance to add an attached garage/mud room to the existing home. The property is .89 acres in size and zoned B-1, Limited Business. The existing house was built in 1957, prior to the City adopting a zoning code which makes the home a legal nonconforming use in the B-1 district. There is currently a detached garage on the property. The applicant is proposing a 952-square foot attached garage and mud room addition. 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 and garage is about 1,844 gross square feet. The applicant is proposing a 952-square foot garage addition, which is a 52% expansion of the gross square feet of the existing buildings.

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.

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 - Bank; zoned B-2, Neighborhood Business; guided CC, Community Commercial
West - Park; zoned P, Public/Institutional; guided Public Open Space
South - Business; B-1, Limited Business; guided CC, Community Commercial

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 an expansion of the residential use 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 an attached garage and mudroom to the existing home located in a commercial district. The zoning code allows for expansion on non-conforming structures. The proposed addition would be in compliance with setbacks and impervious surface requirements in both the commercial and residential zoning districts.

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.*

An attached garage addition to an existing single-family home is compatible with the neighborhood. There is City park property to the west and residential to the north.

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 property is appropriate for the use. All setbacks have been met. Access to the property and traffic volumes would not be changing. Building code requirements would be reviewed at the time of building permit.

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 addition has been reviewed by the Engineering Department; grading and drainage will be reviewed at the time of Building Permit.

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 a variance 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 a variance to allow a nonconforming use expansion to be greater than 30%

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

The future land use designation of this parcel is Community Commercial; the uses envisioned in this district would be neighborhood businesses. Approving a residential expansion 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. The use of the property has historically been residential and is proposed to continue to be used single-family residence. Staff finds the request to add an attached garage to be a reasonable request to the existing home.

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 house was built in 1957 prior to the adoption of a City Code. The landowner did not request to be zoned commercial. The property has historically been used as a single-family residence. 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.

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

The residential use of the property would remain the same. The proposed garage and mud room addition would be attached to the home and exceeding setback requirements. Overall, there would not be a great impact to the character of the locality as the proposed addition would complement the existing home.

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.
- 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 1957, limits how large an addition can be constructed without a variance. The property has historically been used as a residential property and an attached garage and mud room addition is a reasonable request for a single-family home even though the property is zoned commercial.

- 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

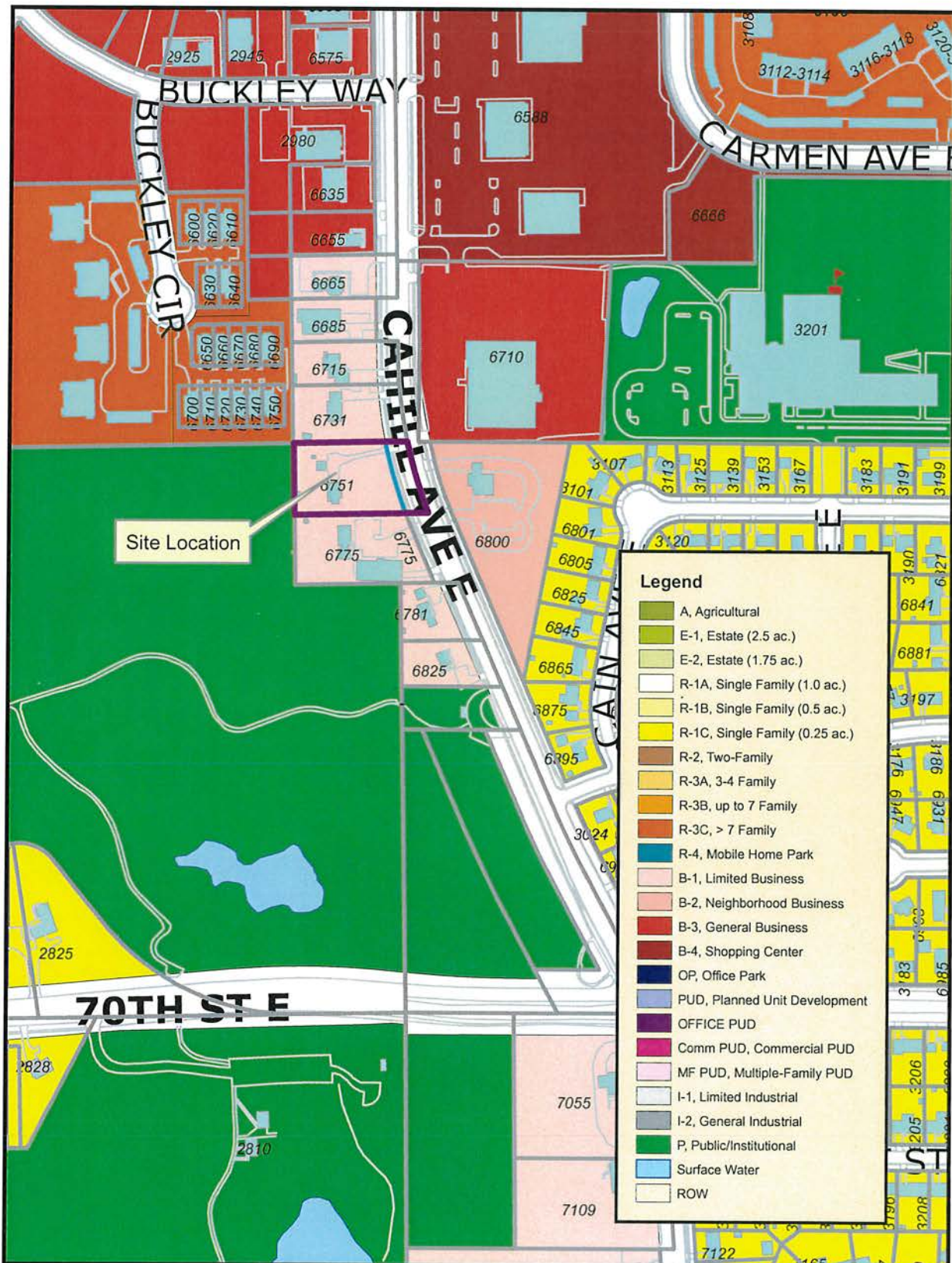
Based on the preceding report, staff has the following recommendations:

- Recommends approval of the **conditional use permit** to expand a legal nonconformity with the conditions listed.
- Recommends approval of the **variance** to exceed the 30% gross square foot expansion as submitted with practical difficulty and conditions listed.

Attachments: Location Map
Site Plan
Building Elevations



6751 Cahill Ave



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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016

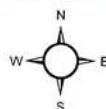
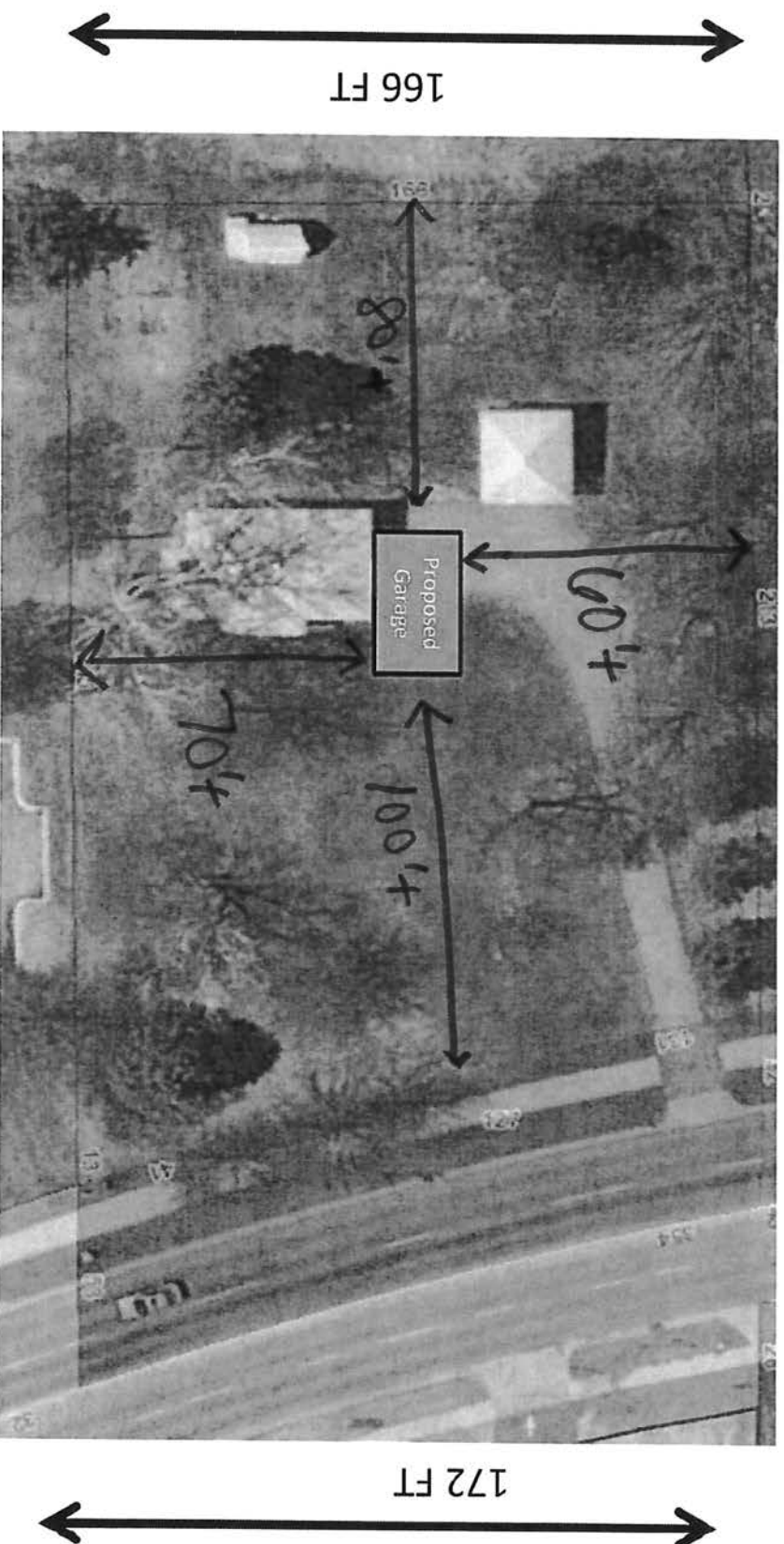


Exhibit A
Zoning and Location Map
Map not to scale

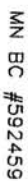
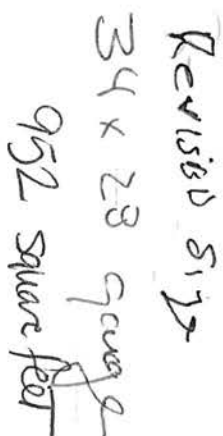
6751 Cahill – Lot size

213 FT



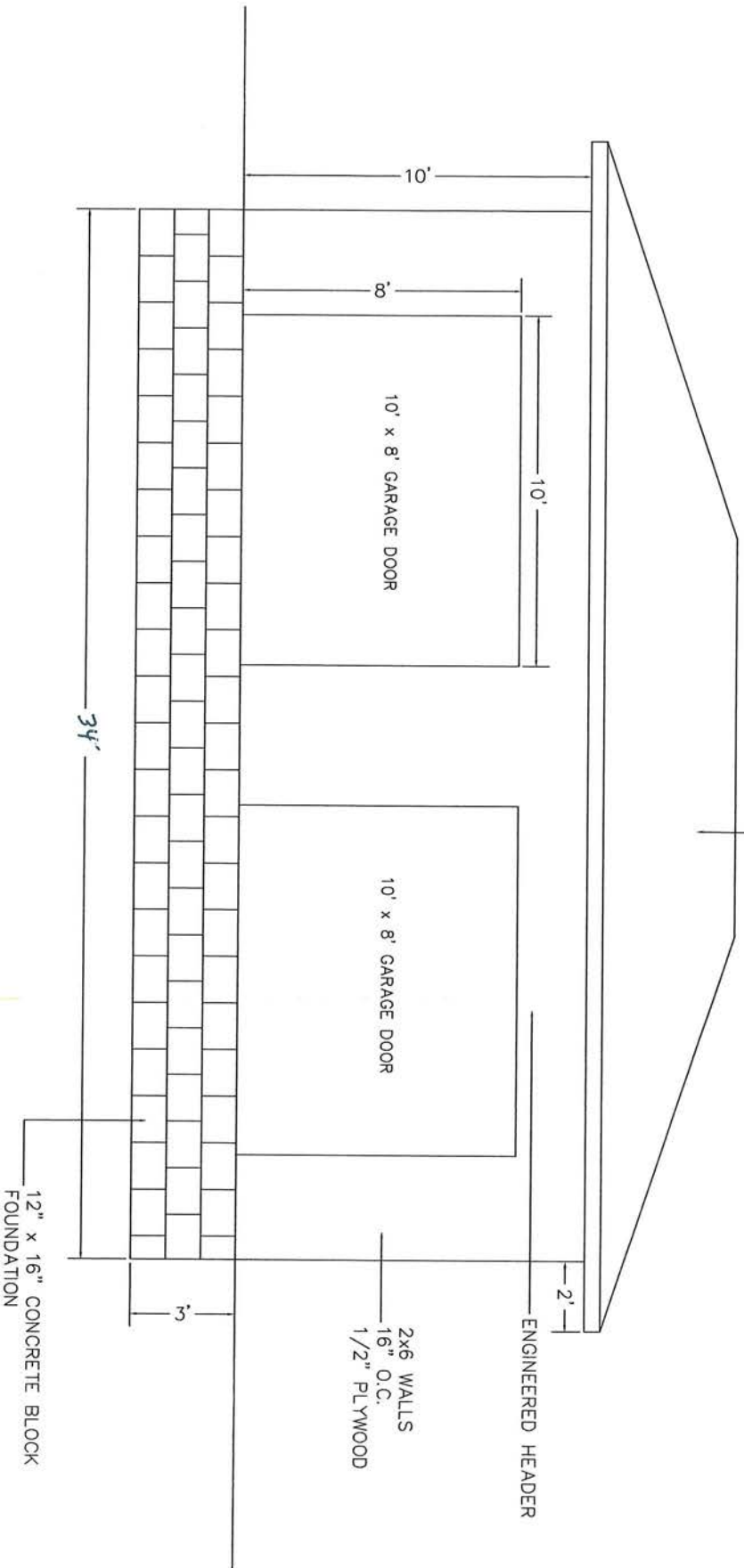
245 FT

Not to scale



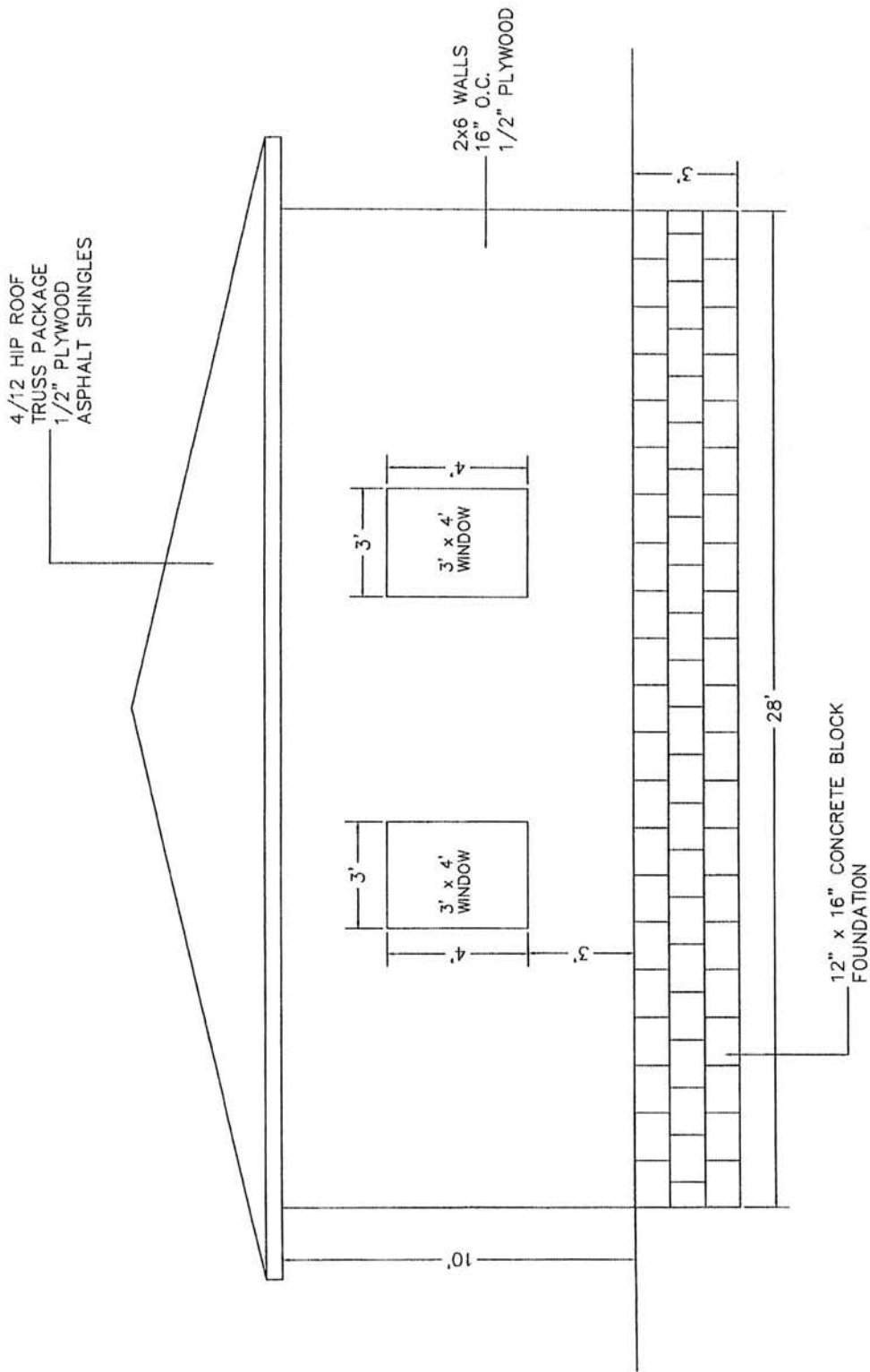
JOB NAME: RAUSCHNOT
ADDRESS: 6751 CAHILL AVE INVER GROVE HEIGHTS
DRAWN BY: MIKE RUDH
DATE: 9-16-17

4/12 HIP ROOF
TRUSS PACKAGE
1/2" PLYWOOD
ASPHALT SHINGLES



MN BC #592459

JOB NAME: RAUSCHNOT
ADDRESS: 6751 CAHILL AVE INVER GROVE HEIGHTS
DRAWN BY: MIKE RUDH
DATE: 9-16-17



JOB NAME: RAUSCHNOT
ADDRESS: 6751 CAHILL AVE INVER GROVE HEIGHTS
DRAWN BY: MIKE RUDH
DATE: 9-16-17



MN BC #592459

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WASATCH STORAGE – CASE NO. 17-46C

Meeting Date: October 23, 2017
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

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 requests for property located south of 50th Street, east of Hwy 52 and north of I-494:

- a) A Resolution relating to a Conditional Use Permit to allow a ministorage facility with outdoor vehicle storage
 - Requires 4/5th's vote.
- b) A Resolution relating to a Variance from the minimum landscaping requirements
 - Requires 3/5th's vote.
 - 60-day deadline: November 4, 2017 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to allow a ministorage facility with outdoor storage and a variance from the minimum landscaping requirements. The property is zoned B-3, General Business. The applicant is proposing two storage buildings; the northerly would be 11,600 square feet in size and the southerly would be a two-story, 88,000 gross square foot building. The property is 4.48 acres in size and is currently four separate tax parcels. A condition of approval is that the applicant's combine the four tax parcels into one, which can be done at an administrative level. The property also has two billboard easements located in the southwest and southeast corners of the lot.

Ministorage facilities with outdoor vehicle storage is a conditional use in the B-3 district. The proposed buildings are consistent with the Comprehensive Plan and meets the site plan and conditional use criteria. The buildings and parking lot meet the required perimeter setbacks. There would be one access point onto 50th Street. All parking lot and building lighting shall be designed to deflect light away from the public street.

The zoning code requires the equivalent of 100 trees to be planted. The submitted landscape plan shows the equivalent of 74 trees. The applicant is asking for a variance from the minimum landscaping requirements as they are not able to install landscaping in the sign easement areas, there is challenging topography along the westerly border, and there are two infiltration basins on the site which limit the location of plantings. The applicants are proposing shrubs along the southern property line. Staff recommends replacing the proposed shrubs with 20 ornamental trees to soften the view of the 400-foot long building from I-494. This would result in the equivalent of about 80 trees rather than the 74 proposed by the applicant. The applicant has stated that per the billboard easement agreements they are not allowed to block the view of the billboards. They believe planting trees increases the chance of the billboards being blocked from view in the future and would like to keep the shrubs as shown in the landscape plan. At the Planning Commission meeting a neighboring resident requested additional coniferous trees along the northern property line, the applicant agreed to this request. The revised landscape

plan shows fifteen trees along the north boundary instead of twelve and eight coniferous trees instead of zero.

The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The applicant shall continue to work with the City to secure final approval of construction drawings. A stormwater facilities maintenance agreement and improvement agreement shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit request as presented with the conditions listed in the attached resolution.

Staff recommends denial of the variance from the minimum landscaping requirements with the landscaping plan as submitted, but would be in support of the variance with the replacement of the shrubs along the south property line with 20 ornamental trees.

Planning Commission: At the October 3, 2017 public hearing the Planning Commission recommended approval of the request for a conditional use permit to allow a mini-storage facility with outdoor storage, with the conditions listed, and a variance from the minimum landscaping requirements, with a change to Condition 2 to 1) strike the requirement for 20 ornamental trees to be planted along the south property line and 2) to require that 60% of the trees on the north property line be coniferous.

Attachments: Conditional Use Permit Resolution
Variance Resolution
Revised Landscape Plan
Exterior Elevations
Planning Commission Recommendation
Planning Report
Letters and Pictures from Neighbors

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A
MINISTORAGE FACILITY WITH OUTDOOR STORAGE**

Wasatch Storage
Case No. 17-46C

WHEREAS, the request is for the property located at the southwest corner of 50th Street and Blaine Avenue and legally described as:

See Attached

WHEREAS, an application for a conditional use permit has been submitted to allow a ministorage facility with outdoor vehicle storage;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it 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 October 3, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a ministorage facility with outdoor storage on the property is hereby approved subject to the following conditions:

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

Site Plan	dated 08/23/17
Site Grading Plan	dated 08/23/17
Site Utility Plan	dated 08/23/17
Exterior Elevations	dated 09/09/17
Landscape Plan	dated 10/18/17
Photometric Plan	dated 08/23/17
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
4. The applicant shall combine the four tax parcels into one parcel by Administrative Subdivision prior to the issuance of a building permit.
5. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
6. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
7. All plans shall be subject to the review and approval of the City Fire Marshal.
8. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
10. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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 ___23rd___ day of __October__, 2017.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM
LANDSCAPING REQUIREMENTS**

**CASE NO. 17-46C
Wasatch Storage**

WHEREAS, the request is for the property located at the southwest corner of 50th Street and Blaine Avenue and legally described as:

See Attached

WHEREAS, an application has been received for a Variance to allow less than the required amount of landscaping for a new development;

WHEREAS, the aforescribed property is zoned B-3, General Business;

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 October 3, 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 Ordinance and is consistent with the Comprehensive Plan.
- b. The request appears to be reasonable as the site is limited to the type and location of the trees along the southern property line due to the sign easement agreements.
- c. The site is unique in that no landscaping is allowed within the sign easement areas, there is steep topography along the westerly border, and two large infiltration basins on the property which limit the location of plantings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance from the minimum landscaping requirements is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the Landscape plan on file with the Planning Department dated 10/18/17 or as modified herein.
2. *The landscaping plan shall be modified to include 20 ornamental trees along the south property line.* To be determined by Council
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.

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 23rd day of October, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

[illegible]

	COLOR-BODY TIES
	CIRCUMFERENCE TIES
	EXTERIOR SHIRTS
	COMBIBOOLS SERIES
	CONCRETE PERSONALS
	***** IRRADIATION TIES

	GROUND COVER (H) GROUND
	SHOULDER TIES (H) TIES
	SHOULDER TIES (H) TIES
	SHOULDER TIES (H) TIES
	SHOULDER TIES (H) TIES
	SHOULDER TIES (H) TIES

	SOOT / HOPKOR - SEE NOTES
	ANALOG SEED AND 25 x 34 LEAF MAINTENANCE FLARE
	ANALOG NATIVE SEED AND 33 STORMS-AIR
	ANALOG NATIVE SEED AND 35 AIRS - FRANKLIN COUNTRY

FOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. BIDDER SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS, AND THE NATURE AND SCOPE OF WORK. BIDDER SHALL OBTAIN ANY DIMENSIONS SHOWN AND DESCRIBED ON THE LANDSCAPE ARCHITECT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE INTENT OF THE ARCHITECT. BIDDER SHALL OBTAIN ALL APPLICABLE CODES AND ORDINANCES CONCERNING THE WORK OR MATERIALS SUPPLIED.

BUILDING FOOTPRINT	99,600 SF
TOTAL TREES REQUIRED (1 TREE PER 1000 SF)	100 TREES

PROPOSED PLANTINGS	TOTAL	TOTAL TREE/EQUIVALENCY
PROPOSED OVERSTORY TREES	28	28 (37.8%)
PROPOSED CONIFEROUS TREES	18	9 (12.2%)
PROPOSED ORNAMENTAL TREES	21	21 (28.4%)
PROPOSED SHRUBS	98	16 (21.6%)
TOTAL		74 (100%)

[illegible]

1176 J. Li et al.

111 • *Journal of Management Inquiry* 16(1)

Revised Landscape Plan

BUILDING MATERIALS CONTAIN 82.8% EIFS AND DOOR OPENINGS AND 17.2% CORRUGATED STEEL



① South Elevation
3/12" = 1'-0"

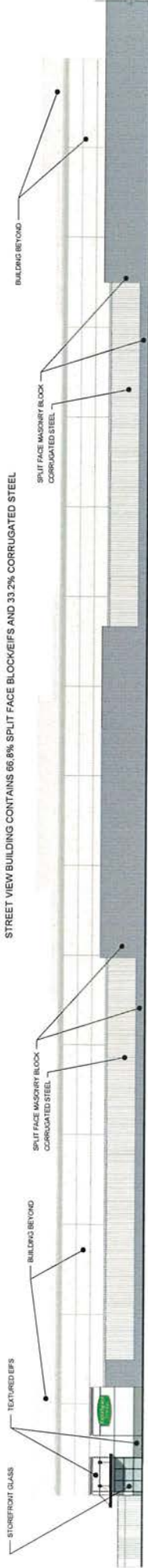
BUILDING MATERIALS CONTAIN 100% SPLIT FACE BLOCK AND EIFS



② East Elevation
3/12" = 1'-0"

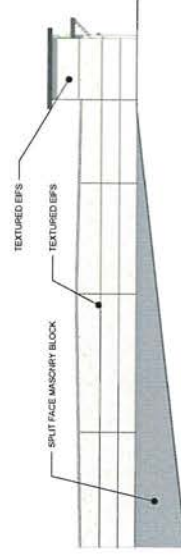
MAIN BUILDING MATERIALS CONTAIN 100% SPLIT FACE BLOCK AND EIFS

STREET VIEW BUILDING CONTAINS 66.8% SPLIT FACE BLOCK/EIFS AND 33.2% CORRUGATED STEEL



③ Main Building Elevation
3/12" = 1'-0"

BUILDING MATERIALS CONTAIN 100% SPLIT FACE BLOCK AND EIFS



④ Street View Building Elevation
3/12" = 1'-0"

EXTERIOR ELEVATIONS

INVER GROVE HEIGHTS, MN

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 18, 2017
SUBJECT: **WASATCH STORAGE – CASE NO. 17-46C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow a mini-storage facility with outdoor storage, and any variances related thereto, for the property located along 50th Street, east of Highway 52, and north of I-494. 160 notices were mailed.

Chair Maggi noted that a variance from the minimum landscaping requirements was also being requested.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit (CUP) to allow a ministorage facility with outdoor storage and a variance from the minimum landscaping requirements. The property is zoned B-3, General Business. The applicant is proposing two storage buildings; the northerly would be 11,600 square feet in size and the southerly would be a two-story 88,000 gross square foot building. The property is 4.48 acres in size and is currently four separate tax parcels. A condition of approval is that they combine the four tax parcels into one, which can be done at an administrative level. The property also has two billboard easements. Proposed parking for the site consists of five customer/employee parking stalls. The zoning code does not have any requirements for a minimum number of parking spaces. Staff is comfortable with the proposed parking. The zoning code requires the equivalent of 100 trees to be planted. The submitted landscape plan shows the equivalent of 70 trees. The applicant is asking for a variance from the minimum landscaping requirements. They are not able to install landscaping in the sign easement areas, there is challenging topography along the westerly border, and there are two infiltration basins on the site which limit the location of plantings. They are proposing shrubs along the southern property line. Staff recommends replacing the proposed shrubs with 20 ornamental trees to soften the view of the 400-foot long building from I-494. This would result in the equivalent of 80 trees rather than the 70 proposed by the applicant. Staff supports the conditional use permit to allow a mini-storage facility with outdoor storage. Staff recommends denial of the variance with the landscaping plan as submitted, but would be in support of the variance with the replacement of the shrubs along the south property line with 20 ornamental trees. Commissioners were given a copy of an email from a neighbor opposed to the request. A neighbor is also here tonight who is not in support of the request.

Chair Maggi asked how wide the southerly planting area was.

Ms. Botten replied 10 feet.

Commissioner Simon asked if there were any restrictions on the outdoor storage, such as no for sale signs, recreational vehicles only, etc.

Ms. Botten replied there were not, but the Planning Commission could add some if desired.

Opening of Public Hearing

Scott Wykoff, Wasatch Storage Partners, 3041 East Tolcate Lane, Salt Lake City, Utah, advised he was available to answer any questions.

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

Mr. Wykoff replied in the affirmative. He advised that they have met with some of the neighbors and would try to address their concerns. He advised that because of the topography, the two-story building would essentially be one-story high with drive-in access on the southern elevation and one-story with daylight windows along the northern elevation. He advised that their lease agreement included conditions for stored RV's (i.e. must be operable, maintained, etc.). Their facilities are operated by professional management companies, they have security systems in place (keypad access, closed circuit cameras, alarms, etc.), and keep their facilities clean. They plan to have the site well-lit for security; however, the light would not spill over the property line. The RV parking area will be located between the buildings where it cannot be seen from the road. The self-storage facility would have minimal traffic generation. From a branding standpoint it is important for them to have visibility along I-494; therefore, they would prefer to plant shrubs and bushes along that side rather than ornamental trees, as proposed by staff, which would cover up their signage and the billboards.

Commissioner Niemioja asked for clarification of the billboard easement restrictions.

Mr. Wykoff explained that they are not allowed to obstruct the view of the billboards.

Commissioner Niemioja asked if they were required to apply for a separate sign permit.

Mr. Wykoff replied in the affirmative.

Commissioner Wippermann asked what the operating hours would be.

Mr. Wykoff replied the office hours would be approximately 9 AM–6 PM, with gate hours being approximately 6 AM –10 PM.

David Mrozinski, 2390 - 50th Street, stated he was not opposed to the request, but noted that his home was also for sale so that whole area along the highway would be available for whatever the City felt would be best.

Shannon Bagan, 4936 Bisset Lane, stated she lived directly across the street from the subject property. She requested that the current proposed landscaping along 50th Street be replaced with evergreen trees to buffer her view of the future buildings.

Ms. Botten stated the applicant's proposal complies with code requirements to have at least 50% of the trees be deciduous or coniferous overstory trees. To require coniferous trees to be planted along the northerly property would be a condition of approval that the Planning Commission could add.

Ms. Bagan stated she built where she did because of the privacy; however, the trees that were previously on the subject property were since removed. Planting coniferous trees on the northerly property line would help maintain her privacy, and the applicant has indicated he would be amenable to her suggestion.

Commissioner Simon suggested they require that all trees along 50th Street be coniferous and that the applicant switch out coniferous trees proposed for other locations on the property with what was currently proposed along the north property line.

Commissioner Lissarrague asked if certain trees were required to be on the site in general; not necessarily in a specific location.

Ms. Botten replied in the affirmative.

Timothy Galarnyk, 2498 – 49th Street East, stated he had an end unit and would have a clear view of the proposed buildings, he questioned how many storage units were proposed, and noted that last year someone removed all the trees from the subject property.

Commissioner Niemioja advised Mr. Galarnyk that the trees were removed by the property owner at the time.

Commissioner Simon stated the tree removal was done in relation to a previous approval for a similar type of storage facility.

Mr. Galarnyk stated that in his opinion the proposed storage facility would generate a lot of traffic and therefore he would like a traffic study done, the project would likely exacerbate an existing neighborhood problem with vandalism, and he does not believe the proposed facility belongs in this residential area. When he bought his home in 2005 he was told that this area was going to be rezoned to residential.

Commissioner Niemioja asked who told him the subject property would be rezoned to residential.

Mr. Galarnyk replied the builder and the City Engineer, and in his opinion it should be rezoned to residential.

Commissioner Lissarrague advised that the proposed facility was an allowed use in its zoning district if they complied with the guidelines.

Chair Maggi asked if the zoning district could be changed by the City.

Ms. Botten replied that would have to be initiated by the applicant/owner.

Chair Maggi advised it is difficult when commercially zoned property has been vacant for many years and people get used to the open green space; however, it is the property owners right to develop it within the rules of the zoning.

Ms. Botten advised that the property has been zoned commercial since at least 1995.

Commissioner Weber asked what the property to the west was zoned.

Ms. Botten replied Office Park.

Mr. Galarnyk stated they should not allow the variance for the trees as there were many places they could be planted on the property.

Ms. Botten clarified that it was the previous owner who clear-cut the property; not the applicant.

Mr. Galarnyk noted that the IGH Fire Department routinely used 50th Street for practice.

Commissioner Robertson stated that likely the Fire Department staff was aware of the request.

Mr. Galarnyk stated the storage facility would negatively affect his property value.

Chair Maggi asked Mr. Galarnyk what commercial use he would be comfortable with in that space.

Mr. Galarnyk replied office.

Chair Maggi stated that likely the traffic generation and building height of an office use would be greater than with the proposed use.

Mr. Galarnyk disagreed, stating the traffic volumes were very low in the Blackberry Town Offices where he worked.

Mr. Mrozinski advised that he has been dealing with the commercial realtor who stated there is interest in putting high rise apartments in this area. He also advised that the Fire Department is aware they no longer will be able to practice on 50th Street.

Commissioner Lissarrague asked Mr. Mrozinski if he was for or against the request.

Mr. Mrozinski replied he was not against the request as long as he got a good price for his property.

Mr. Wykoff advised there would be approximately 750-880 storage units.

Commissioner Niemioja asked what type of shrubs were being proposed along the southern property line.

Vickie VanDell, Loucks Associates, replied spirea, dogwoods, and sumac.

Commissioner Niemioja asked the applicant if they would be willing to install 8' x 10' shrubs on the south side versus 3' shrubs or ornamental trees.

Mr. Wykoff replied that anything that would maintain visibility along I-494 would be helpful. He noted there were also existing trees on the site that would remain.

Commissioner Niemioja asked the applicant if they would be willing to plant more coniferous trees along 50th Street.

Mr. Wykoff replied if they could plant lower growing vegetation on the south side they would be willing to plant additional coniferous trees along 50th Street as a buffer.

Commissioner Robertson stated she was comfortable with allowing shrubbery along the freeway side, for visibility and security reasons, and then adding coniferous trees to the northern property line.

Commissioner Niemioja asked Commissioner Robertson if she would be in favor of adding 10 additional trees, as proposed by staff.

Commissioner Robertson stated if the applicant was willing to add good-sized coniferous trees to the northern property line to meet the needs of the neighbors she did not believe additional trees were necessary.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Scales advised that approximately 20 years ago the City re-landscaped Cahill by planting ornamental trees. Those trees have since been removed because they eventually covered up the business signage. Because of that, he would prefer to leave shrubs on the southern property line and not require additional trees in that area.

Commissioner Weber suggested that Condition 2 be modified to require that shrubbery be provided on the south property line and additional coniferous trees be planted on the northern property line.

Chair Maggi was uncomfortable with the idea of the Planning Commission dictating the type of trees a developer can plant.

Commissioner Weber responded that he felt it was within the Planning Commission's purview as they were addressing a request by staff to modify one of the conditions by adding ornamental trees on the south property line.

Commissioner Robertson agreed, stating both the applicant and the abutting neighbor were amenable to adding coniferous trees along 50th Street.

Commissioner Niemioja stated in her opinion it was fair for the Planning Commission to have a say over the aesthetics of the proposed landscaping.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the request for a conditional use permit to allow a mini-storage facility with outdoor storage, with the conditions listed, and a variance from the minimum landscaping requirements, with a change to Condition 2 to 1) strike the requirement for 20 ornamental trees to be planted along the south property line and 2) to require more coniferous trees along the north property line, for the property located along 50th Street, east of Highway 52, and north of I-494.

Commissioner Niemioja asked if the motioners would consider amending the motion to be more specific on the number of coniferous trees to be added.

After some discussion, the motioner and seconder agreed to amend the motion to require that 60% of the trees on the north property line be coniferous.

Commissioner Wippermann stated there was a clear practical difficulty for this variance request.

Motion carried (7/0 with one abstention - Maggi). This item goes to the City Council on October 23, 2017.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: October 3, 2017

CASE NO.: 17-46C

APPLICANT: Wasatch Storage

PROPERTY OWNER: Rosemount Storage, Inc.

REQUEST: Conditional Use Permit for a ministorage facility with outdoor storage and variance from the minimum landscaping requirements

LOCATION: 2XXX 50th Street (SW corner of Blaine Ave and 50th Street)

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

The applicant has submitted a request for a Conditional Use Permit (CUP) to allow a ministorage facility with outdoor storage on the vacant property located on the southwest corner of Blaine Avenue and 50th Street. The applicant is proposing two storage buildings; the northerly building would be 11,600 square feet and the southerly building would be a two-story 88,000 gross square foot building. The site has two billboard easements that the project is built around, one in the southwest portion of the property and the other in the southeast portion.

The property is 4.48 acres in size and currently four separate tax parcels. As a condition of approval the applicant would be required to combine the four tax parcels into one parcel by administrative subdivision.

The applicant is requesting the following:

- a) Conditional Use Permit for a ministorage facility with outdoor storage
- b) Variance from the minimum landscaping requirements

EVALUATION OF REQUEST

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

North	Townhomes; Zoned PUD; Guided HDR, High Density Residential
East	MnDot ROW
West	Vacant; Zoned B-3; Guided CC, Community Commercial
South	I-494, MnDot ROW

SITE PLAN REVIEW

Lot Size. As mentioned, the property is four separate tax parcels. The applicant shall combine the four parcels into one buildable lot for a total lot size of 4.48 acres. The lot consolidation would be done administratively.

Setbacks. The proposed buildings meet or exceed the required perimeter setbacks for the site.

Parking Lot. Parking for the proposed site consists of five customer/employee parking stalls located on the northeast side of the property. The zoning code does not have any specific parking requirements for ministorage facilities. Staff reviewed the parking based on the applicants need; the applicant stated there would typically be two-three employees on site. Unless they are inquiring about the facility, customers are typically parked by the storage unit they are renting. Staff is comfortable with the parking provided.

Screening/Landscaping. The submitted landscape plan shows a mixture of trees and shrubs. The zoning code requires the equivalent of 100 trees to be planted based on one tree per 1,000 square feet of building gross floor area. The submitted landscape plan shows the equivalent 70 trees that are a combination of over-story, ornamental, and shrub plantings. A variance from the landscaping requirements is discussed later in the report.

Mechanical Equipment. The code requires all roof top and ground mounted mechanical equipment to be screened from view. The plans do not demonstrate where mechanical equipment would be located. Screening will be reviewed at time of building permit.

Access and Surfacing. There would be one access point along 50th Street. The parking and drive areas would be bituminous complying with code requirements.

Building Materials. Both buildings would have to comply with zoning code requirements. The applicant has stated split face masonry, eifs, and metal siding would be some of the materials used, complying with code requirements.

Lighting. All parking lot lighting and building lighting shall be designed so as to deflect light away from the public street. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. Signs are not approved with the CUP request. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.

Engineering. The Engineering Department has conducted a review of the plans and has been working with the applicant in regards to stormwater, grading and erosion control. The final details on the plans would be reviewed and approved by the City Engineer prior to any work commencing on the site.

An improvement agreement, storm water agreement, and related agreements are required to be executed between the City and the developer. The contracts will address the necessary site improvements, sewer and water connections, the parties responsible for the improvements, and

will require financial surety for the landscaping and any other improvements that may be necessary.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

This criterion is met. The Comprehensive Plan recognizes the proposed area as commercial. A ministorage facility is consistent with the long range plan for the area.

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 use of a ministorage facility is a conditional use in the B-3 and I-1 zoning districts. The property is located in the B-3 district, with approval of the CUP, the request would be consistent with the zoning requirements.

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

This criterion is satisfied, the closest neighboring homes are about 170 feet away to the north, in a multi-family district. The proposed use would not create high noise or traffic levels or other adverse impacts to the neighborhood.

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 criterion is met; the proposed property improvements do not appear to have any negative effects on City facilities or services. Overall a ministorage facility is a low intensity commercial use.

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

- i. *Aesthetics/exterior appearance*

The buildings materials would be in compliance with code requirements. The applicants are proposing landscaping around the perimeter of the property.

- ii. *Noise*

The noise from a ministorage facility would be pretty minimal for a commercial district.

- iii. *Fencing, landscaping and buffering*

The property would have a chain link fence surrounding the site for security purposes. Landscaping is provided around the perimeter of the property.

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 lot is about 4.48 acres in size. Ministorage facilities and outdoor storage are conditional uses in the B-3 zoning district; the proposed use is appropriate for the zoning, location, and the size of the lot.

Fire and building code requirements would be addressed with the issuance of building permits.

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

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

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

This criterion is satisfied. The applicant is working with the City Engineering department to comply with the City's surface water and groundwater regulations.

VARIANCE REVIEW

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request to install the equivalent of 70 trees whereas 100 is required is reviewed below against those criteria.

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

The application is not contrary to the Comprehensive Plan as the future land use is CC, Community Commercial. The request is in harmony with the intent of the zoning code as a ministorage facility with outdoor storage is a conditional use in the B-3 zoning district.

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

In this case, the landscaping requirements are based on the gross square feet of the buildings, not just the footprint. The second story of the large building adds an additional

44 trees without increasing the impervious surface or footprint of improvements to the site. Staff believes the applicant is proposing to use the property in a reasonable manner as they are not able to install landscaping in the sign easement areas, there is challenging topography along the westerly border and there are two infiltration basins on the site which all limit the location of plantings.

Additionally, the site is limited to the type and location of trees along the southern property line. Staff believes there is room to plant ornamental trees along the south lot line without creating site line issues and recommends replacing the proposed shrubs with ornamental trees.

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

The property has two billboard easements on the site, one in the southwest corner and one in the southeast corner. The legal agreement with these easements state that the landowner cannot block the view of the billboards. The applicant is proposing the equivalent of 70 trees whereas 100 trees are required by code. Staff recognizes the concern of site visibility for the billboards but also feels the 400-foot building facing the highway also needs to be broken up. The ornamental equivalent to overstory is a 2:1 ratio. Staff would support an equal equivalency (1:1 ratio) based on the limitations placed by the billboard easement. Staff believes there is room to plant ornamental trees without creating site line issues. With the 400-foot length building staff would recommend removing the shrubs along the south property line and planting 20 ornamental trees, based on a 20-foot separation.

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

The property is zoned for commercial development; all setbacks are met for buildings and the parking lot. The landscape plan demonstrates the equivalent of 70 trees on the property that includes a mix of trees and shrubs around the perimeter of the site. Additionally there are two stormwater basins on the property. Staff does not believe the reduction of trees will alter the essential 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 alternatives available for the proposed request:

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 for a mini-storage facility with outdoor storage subject to the following conditions:

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

Site Plan	dated 08/23/17
Site Grading Plan	dated 08/23/17
Site Utility Plan	dated 08/23/17
Exterior Elevations	dated 09/09/17
Landscape Plan	dated 09/26/17
Photometric Plan	dated 08/23/17
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
4. The applicant shall combine the four tax parcels into one parcel by Administrative Subdivision prior to the issuance of a building permit.
5. All parking lot and building lighting on site shall be a down cast, “shoe-box” style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
6. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the building’s overall design.
7. All plans shall be subject to the review and approval of the City Fire Marshal.
8. An improvement agreement, stormwater agreements, and other agreements related thereto, shall required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
10. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
- Approval of the Variance from the minimum landscape requirements 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. The landscaping plan shall be modified to include 20 ornamental trees along the south property line.
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 applicant is proposing to use the property in a reasonable manner as the site is limited to the type and location of trees along the southern property line due to the sign easement agreements, no landscaping is allowed within the sign easement areas, steep topography along the westerly border and there are two infiltration basins on the site which limit the location of plantings.

B. Denial If the Planning Commission finds that the proposed request is not in the best interest of the physical development of the City, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the preceding report, staff has the following recommendations:

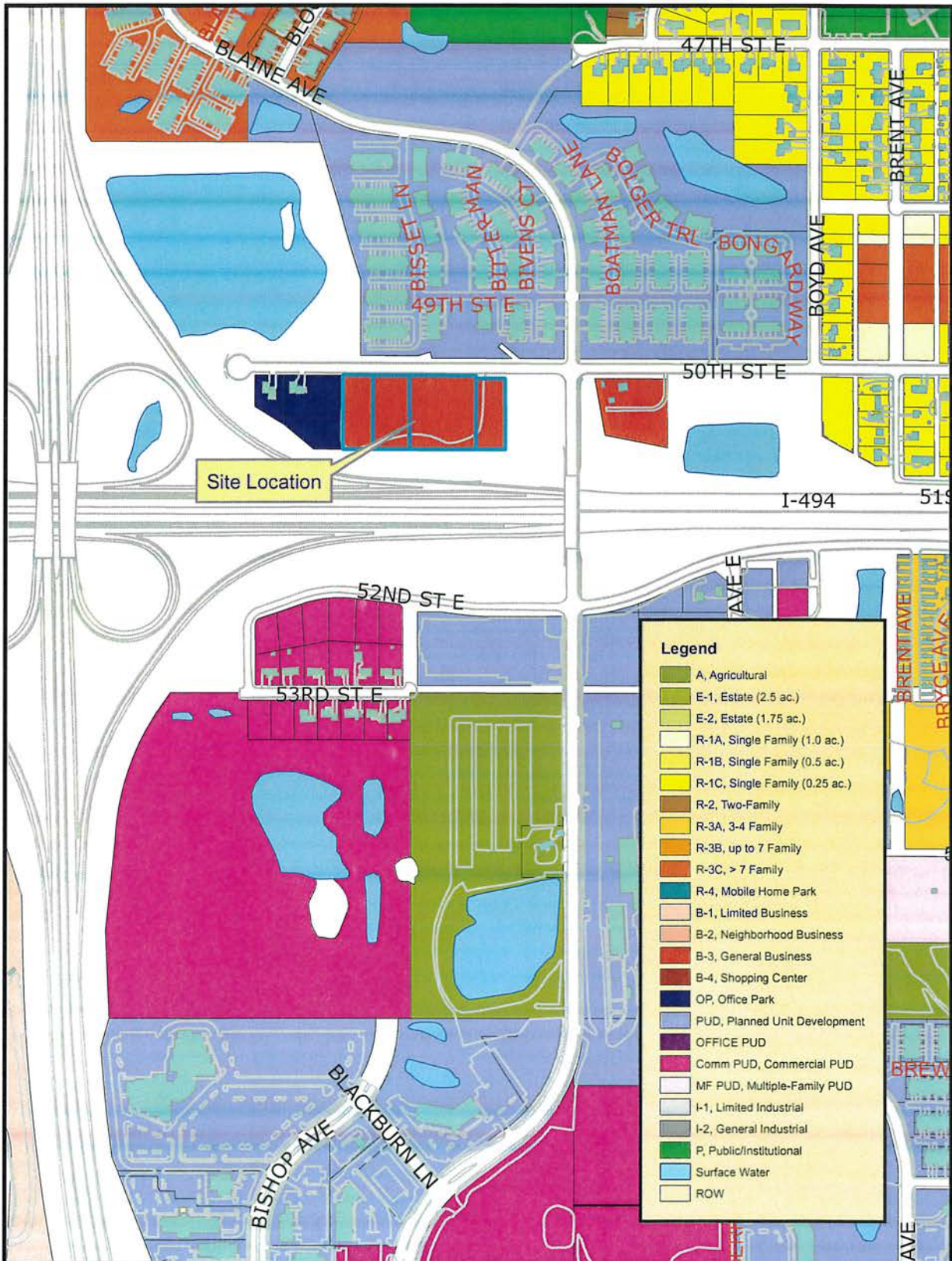
- Recommends approval of the **conditional use permit** to allow a mini-storage facility with outdoor storage with the conditions listed.
- Recommends denial of the **variance** from the minimum landscaping requirements as presented based on the fact the conditions of the property are not so limiting that the property could not plant ornamental trees along the south property line.

Staff would be in support of a variance to allow a reduction of landscaping trees as submitted, with the installation of 20 ornamental trees along the south property line (removing the existing shrubs).

Attachments: Exhibit A – Location and Zoning Map
Exhibit B – Narrative
Exhibit C – Site Plan
Exhibit D – Grading Plan
Exhibit E – Landscape Plan
Exhibit F – Photometric Plan
Exhibit G – Elevation Plan



Wasatch Storage Case No. 17-46C



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016

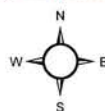


Exhibit A
Zoning and Location Map
Map not to scale



September 5, 2017

Heather Botten, Associate Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**Re: Wasatch Storage Partners
Indoor Storage Facility CUP Application Submittal**

Dear Mrs. Botten,

On behalf of the applicant, Wasatch Storage Partners, we are submitting for a Conditional Use Permit (CUP) for a new public indoor storage facility. The facility is proposed near the southwest corner of Blaine Avenue and 50th Street and north along 494. The site will consist of two storage facilities. An 88,000 square foot, two-story building and a 11,600 square foot single-story building that will include the office area. The proposed plan is in compliance to city zoning standards.

We have assembled several parcels as described on the attached survey for the project. The assembled parcels encompass the two billboard easements currently existing on the site. Our site plan is similar to the easement exhibit that was created earlier this year. We are submitting the administrative subdivision application for assembling of the parcels.

This area was recently considered for a similar use in 2016. That request was supported by city staff and was recommended for approval by the Planning Commission. However, the project was pulled by the applicant prior going to the City Council because they were not in agreement with the billboard lease holder. Another significant difference with our request is that the developers have acquired the lot to the west. The addition of this lot provides more space for ponding and internal access, plus it removes any impact to the existing property owner.

Wasatch Storage Partners is a nationwide self-storage development, acquisitions, and asset management firm. Wasatch Storage Partners specializes in acquiring and developing class A institutional grade storage facilities and works closely with national and regional 3rd party management groups that operate clean, safe and efficient facilities. The team at Wasatch Storage Partners has led private companies, played key roles in public companies, and has extensive expertise in feasibility, development, acquisitions and capital formation.

The office hours of operation of the facilities vary from market to market, however Wasatch Storage Partners' facilities generally operate from 9am-6pm Monday through Saturday, and occasionally have reduced hours of operation on Sunday from 11am to 3pm. A typical facility will have 2-3 employees on site at a given time as well as multiple other behind the scenes employees working on maintenance, website traffic, marketing, etc. The facilities aim to appeal to both residential and commercial customers by providing a wide array of unit sizes.

Site Plan

The proposed site is 4.48 acres. The larger building is placed along the southern side of the site along 494. The smaller building is along the northern side of the site. The office is on the eastern side of the smaller building facing the access drive. The storage facilities will consist of multiple size storage units with external and internal access to the storage units.

Access to the facility will be from 50th Street near the east side of the site. Traffic generation is minimal due to the non-business hours typically associated with indoor storage facilities. Fire access is available around the building.

We have provided 5 parking stalls in front of the office for staff and patrons. Parking demands for storage facilities are minimal since there are only 2-3 employees on-site at any given time. Patrons will load and unload adjacent to the units. We have allowed for enough space between the units for vehicle loading while maintaining plenty of space for fire truck access.

Outdoor RV storage will be provided between the two buildings within a fenced area. The outdoor area will be well screened from public view by the two buildings and by the landscaping provided along the east and west side of the site.

Stormwater ponds are placed on the east and west side of the site connected by a drainage swale along the northern edge. This will account for the stormwater quality and quantity treatment required.

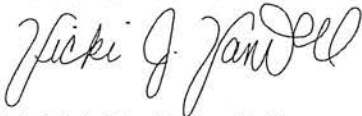
Landscape & Screening

The landscape plan provides a great mix of coniferous and deciduous trees as well as ornamental and shrubs around the site and building. We are well aware of the residential homes to the north of the site and placed numerous trees along the northern edge. Boulevard trees are placed along 50th Street and Highway 494. A vinyl coated 6-foot high chain link fence will be placed around the site for security purposes.

We believe this proposed development will be a great addition for the residents and businesses of Inver Grove Heights. If you have any questions or need additional information, give me (763-496-6720) or Justin Barnes of Wasatch Storage Partners at (801-692-1474).

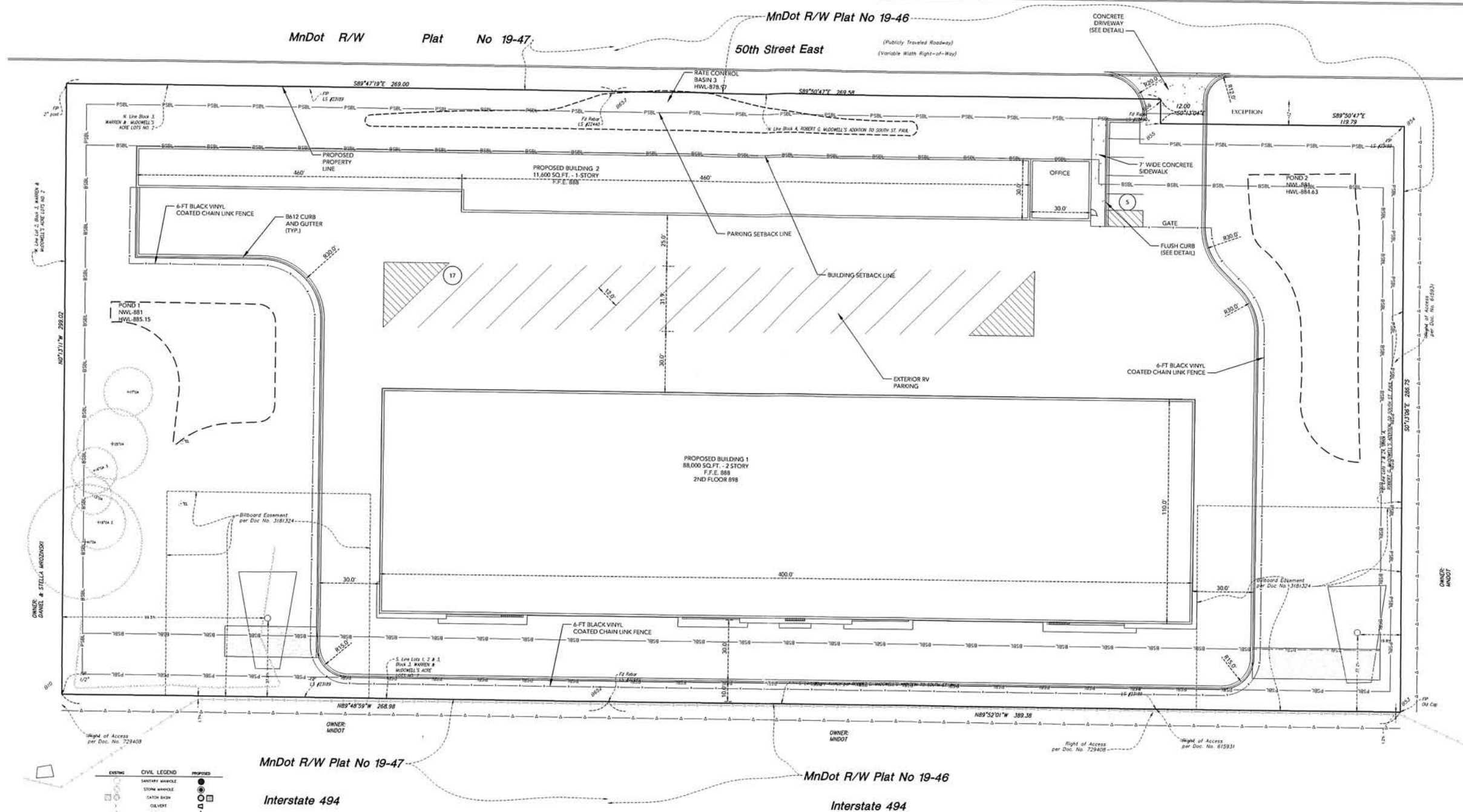
Sincerely,

LOUCKS ASSOCIATES



Vicki J. VanDell – P.E.
Project Engineer

Cc: Wasatch Storage Partners – Justin Barnes

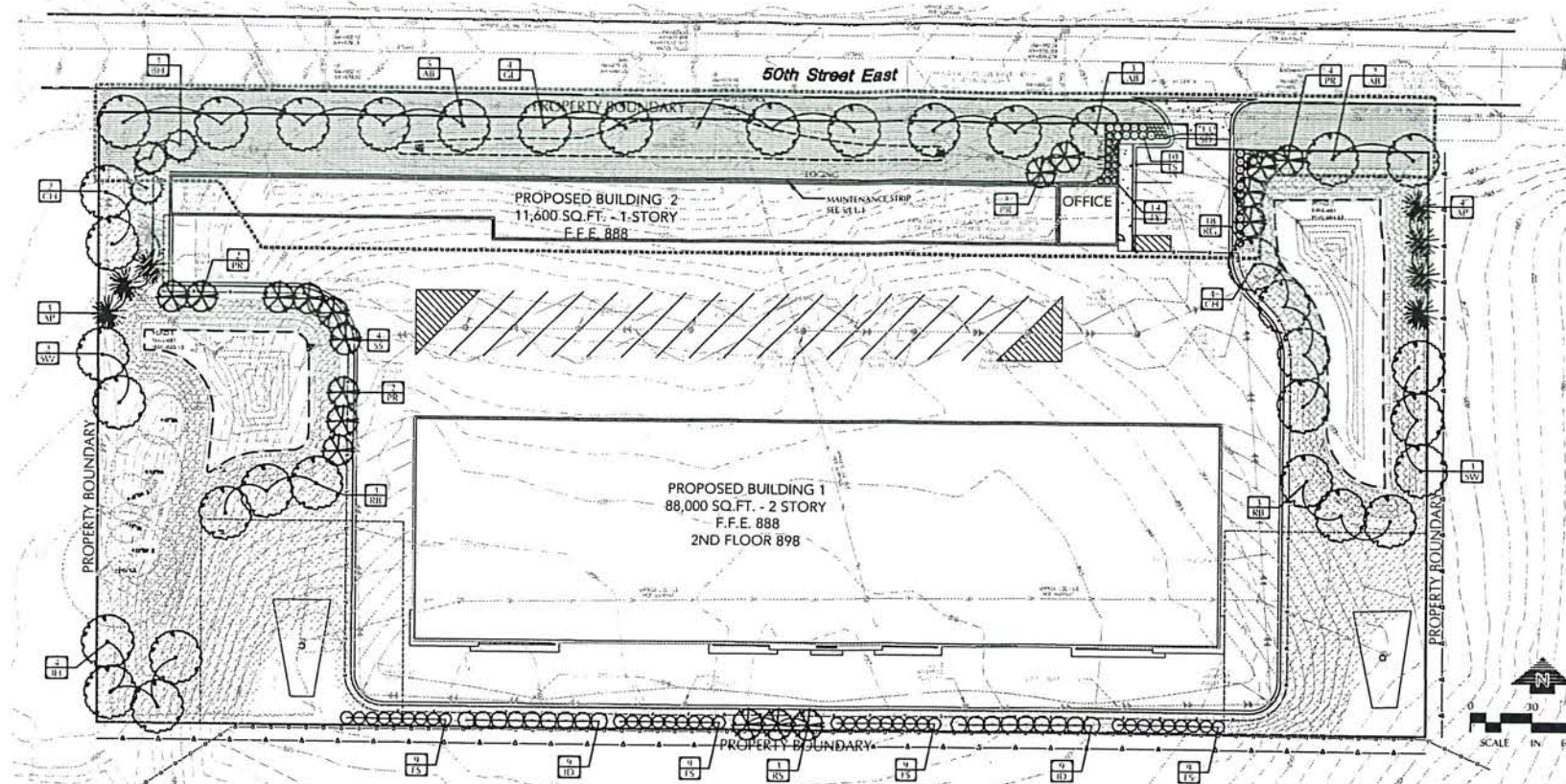


SITE PLAN GENERAL NOTES

- | | | |
|---|--------------------------------|---|
| SETBACKS | | |
| FRONT BUILDING SETBACK = 10 FT | FRONT PARKING SETBACK = 10 FT. | 7. MINNESOTA STATE STATUTE REQUIRES NOTIFICATION PER "COPPER STATE ONE CALL" PROGRAM TO COMMENCE ANY GRADING, EXCAVATION OR UNDERGROUND WORK. |
| SIDE BUILDING SETBACK = 10 FT. | SIDE PARKING/RESIDENTIAL = 5' | 8. SEE CONTRACT SPECIFICATIONS FOR ANY REMOVAL DETAILS. |
| SIDE BUILDING SETBACK/RESIDENTIAL = 30 FT. | REAR BUILDING SETBACK = 10' | |
| REAR BUILDING SETBACK = 10 FT. | REAR PARKING SETBACK = 5 FT. | |
| ZONING | | |
| EXISTING ZONING = B1 | PROPOSED ZONING = B1 | |
| 1. PARKING SUMMARY | | |
| REGULAR STALLS = 5 | | 9. ANY SIGN OR FIXTURES REMOVED WITHIN THE RIGHT OF WAY CURB AS PART OF THE SITE WORK SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY REQUIREMENTS. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ANY EXISTING STREET LIGHTS AND TRAFFIC SIGNS PER THE REQUIREMENTS OF THE CITY. |
| HANDICAP STALLS = 1 | | |
| STALLS AT PARKING DOOR = 99 | | 10. CLEAR AND GRUB AND REMOVE ALL TREES, VEGETATION AND SITE DEBRIS PRIOR TO GRADING. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND GRUBBING AND REMOVAL SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. (SEE SHEET C-1-I) |
| PERCENT OF PARKING STALLS = 100% | | |
| TOTAL PARKING REQUIRED = 164 | | 11. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL PERMITS FROM THE CITY AS REQUIRED FOR ALL WORK WITH THE STREET AND PUBLIC RIGHT OF WAY. |
| TOTAL PARKING REQUIRED = 164 | | |
| 4. AREA | | |
| TOTAL SITE AREA = 195,327.28 ± 4.48 ACRES | | 12. A SIGNIFICANT PORTION OF SITE IMPROVEMENTS NOT SHOWN ON THIS SHEET ARE DISCRETE AND PROVIDED IN FURTHER DETAIL ON THE ARCHITECTURAL AND LANDSCAPE PLANS. THIS INCLUDES LANDSCAPING, LIGHTING AND OTHER FIXTURES. |
| SURFACING SURFACE AREA = 80,907.17 SQ. FT. OR 0.46 ± 0.05% | | |
| EXISTING PAVEMENT SURFACE AREA = 195,327.28 ± 4.48 AC. = 100.0% | | |
| PROPOSED PAVEMENT SURFACE AREA = 122,915.07 SQ. FT. OR 0.28 AC. ± 62.6% | | |
| PROPOSED PAVEMENT SURFACE AREA = 72,412.21 ± 4.48 AC. = 37.4% | | 13. B&E DISCRETE CURB AND GUTTER SHALL BE INSTALLED AT THE EDGE OF ALL COMMON DRIVEWAYS AND PARKING LOTS. B&E CONCRETE CURB AND GUTTER SHALL BE INSTALLED IN PORTION OF PUBLIC IMPROVEMENT PROJECT IN VENTURE 1. |
| ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER SHEET C-3-I AND THE REQUIREMENTS OF THE CITY. | | |
| 5. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTORS DEPT. AND THE CONSTRUCTION ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE STREET RIGHT OF WAY (SIDEWALK, STREET OR DRIVEWAYS) | | 14. THE CONTRACTOR SHALL SAW-CUT BITUMINOUS AND CONCRETE PAVEMENTS AS REQUIRED PER THE SPECIFICATIONS. REMOVE EXISTING CURB AND GUTTER AND INSTALL B&E CONCRETE CURB AND GUTTER. |
| | | 15. SEE SHEETS C-3-I AND C-4-I FOR GRADING AND UTILITIES. |

SYMBOL	CIVIL LEGEND	PROPOSED
	CITY/ COUNTY BOUNDARY	—●—●—●—●—●—●—
	STATE BOUNDARY	—■—■—■—■—■—■—
	NATIONAL BOUNDARY	—▲—▲—▲—▲—▲—▲—
	WATER	~~~~~
	RAILROAD	—+—+—+—+—+—+—
	ROAD	—————
	PIPELINE	—●—●—●—●—●—●—
	FENCE	— — — — — — —
	UTILITY	—●—●—●—●—●—●—
	ELECTRIC	—●—●—●—●—●—●—
	WATER SERVICE	—●—●—●—●—●—●—
	SEWER SERVICE	—●—●—●—●—●—●—
	DIRECTION OF FLOW	→
	SPOT ELEVATION	●
	CONTOURS	—V—V—V—V—V—V—
	STATION	⊕
	WATER	~~~~~
	FENCELINE	— — — — — — —
	DRIVEWAY	—○—
	SEWER	—●—●—●—●—●—●—
	GAS	—●—●—●—●—●—●—
	PIPELINE	—●—●—●—●—●—●—
	EASEMENT LINE	—●—●—●—●—●—●—
	SECTION LINE	—●—●—●—●—●—●—
	UNDERPINNING TILE	—●—●—●—●—●—●—
	UNDERPINNING GAS	—●—●—●—●—●—●—
	OVERHEAD UTILITY	—●—●—●—●—●—●—

Printed: 09/05/2017 11:31 AM W:\2017\1733\CA00 DATA\CNRL Day Sheet\FACVCE1



LANDSCAPE PLAN

LANDSCAPE INSTALLATION

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL COMPLETE GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

WHERE SOO SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOO SEED SHALL BE 1" BELOW SURFACE ELEVATION OF TRAIL, SWAL, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOO. MULCH FOR TURF SEED AREAS SHALL BE TYPE 5 WOOD FIBER HYDROMULCH CONFORMING WITH MNDOT 388. MULCH FOR SEED AREAS WITH SLOPES 15% OR GREATER SHALL BE MNDOT CATEGORY 1, STRAW R2 IS BLANKET CONFORMING WITH MNDOT 388S.

SOO ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOO SHALL BE LAD PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOO SHALL BE STAKED TO THE GROUND.

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 3 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V-CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 7' ABOVE ROOT BALL STREET AND BOULEVARD. TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 BLENDED FERTILIZER MIXED IN WITH THE PLANTING SOIL FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 4 OZ PER 1" CALIPER PER TREE AND 1 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 12" DEPTH OF PLANTING SOIL, CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT OR MANURE AND 10 PARTS SAND.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREEP PAPER MANUFACTURED FOR THE PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

COMMERCIAL GRADE 5" BLACK METAL EDGES TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOO SEED UNLESS NOTED OTHERWISE.

MULCH SHALL BE CLEAN, SHREDDED HARDWOOD MULCH WITH UNIFORM PIECE SIZE, ALL ANNUAL AND PERENNIAL BEDS TO RECEIVE 3" OF MULCH WITH NO WEED BARRIER. ALL SHRUB BED MASSINGS TO RECEIVE 2" DEEP MULCH WITH A FIBERGLASS WEED BARRIER. ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR FIRE EMERGENT HERBICIDE (GREEN OR EQUIVALENT)

MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED INDICATED ON DRAWING OR IN SPECIFICATION.

ROCK MULCH SHALL BE 1-1/2" GREY TRAP ROCK, 4" DEEP OVER A FIBER MAT WEED BARRIER.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WITH AN-DOOR INSTALLATION.

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

WARRANTY THROUGH TWO CALENDAR YEARS (TWO FULL GROWING SEASONS) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AND OWNER AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED. PROOF OF WARRANTY FROM THE PROVIDER OF THE LANDSCAPE MATERIALS OR AN ALTERNATE GUARANTEE FOUND ACCEPTABLE TO THE CHAIRMAN ADMINISTRATOR SHALL BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PROPERTY.

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED SOO PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SOOING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15. SOOING SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR SHALL ESTABLISH TO HIS SATISFACTION THAT SOIL AND COMPACTON CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

IRRIGATION NOTES

VERIFY PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND/OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL SOOED SEEDS AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY ADJACENT TO AND ADJUTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IRRIGATION SYSTEM SHALL NOT CROSS PAVEMENT. THE SYSTEM SHALL INCORPORATE A RAIN SENSOR AND IRRIGATION SYSTEM IF A RAIN SYSTEM IS NOT ALREADY INSTALLED ON THE EXISTING SYSTEM.

PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING SOO SEED HAS BEEN ESTABLISHED.

LANDSCAPE LEGEND

OVERSTORY TREES

ORNAMENTAL TREES

DECIDUOUS SHRUBS

CONIFEROUS SHRUBS

GRASSES / PERENNIALS

IRRIGATION LINES

GROUND COVER LEGEND

SOO / TOPSOIL - SEE NOTES

MNDOT SEED MIX 35-131 LOW MAINTENANCE TURF

MNDOT NATIVE SEED MIX 35-261 STORMWATER

MNDOT NATIVE SEED MIX 35-241 MEXICAN PRairie GENERAL

GENERAL NOTES

CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. HE SHALL INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATIVE TO THE NATURE AND SCOPE OF WORK.

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS, UTILITY LINES, TRAILS, TREES, LANDS AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION. MATERIAL INSTALLATION BEGINS (MINIMUM 10' 0" CLEARANCE).

ALL UNDERGROUND UTILITIES SHALL BE LAD SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

PLANTING REQUIREMENTS

BUILDING FOOTPRINT	99,600 SF
TOTAL TREES REQUIRED (1 TREE PER 1000 SF)	100 TREES

PROPOSED PLANTINGS

PROPOSED PLANTINGS	TOTAL	TOTAL TREE / EQUIVALENCY
PROPOSED OVERSTORY TREES	35	35 (50.0%)
PROPOSED ORNAMENTAL TREES	19	9 (12.9%)
PROPOSED CONIFER TREES	10	10 (14.3%)
PROPOSED SHRUBS	96	16 (22.8%)
TOTAL		70 (100%)

PLANT LIST

KEY	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	COMMENTS
CL	4	OVERSTORY TREES			
CL	4	GREENSPICE LINDEN	Tilia cordata 'Greenspire'	2-1/2" CAL B.B. H 40-50' W 30-35'	
AB	10	AUTUMN BLAZE MAPLE	Acer x freemanii 'Jeffersred'	2-1/2" CAL B.B. H 50-60' W 40'	
CH	6	COMMON HACKBERRY	Celtis occidentalis	2-1/2" CAL B.B. H 50-75' W 50'	
SW	5	SWAMP WHITE OAK	Quercus bicolor	2-1/2" CAL B.B. H 50-60' W 40-50'	
RB	6	RIVER BIRCH	Betula nigra	2-1/2" CAL B.B. H 40-60' W 30-40'	
BT	4	IMPERIAL HONEYLOCUST	Gleditsia triacanthos inermis 'Imperial'	2-1/2" CAL B.B. H 30-35' W 30-35'	
SS	4	SPRING SNOW CRABAPPLE	Malus 'Spring Snow'	1-1/2" CAL B.B. H 25-30' W 15-20'	(clump H 6')
PR	12	PRAIRIE ROSE CRABAPPLE	Malus 'Prairie Rose'	1-1/2" CAL B.B. H 20' W 20'	
RS	3	RED SPENDOR CRABAPPLE	Malus 'Red Splendor'	1-1/2" CAL B.B. H 20' W 20'	
OR	12	ORNAMENTAL TREES			
BI	3	BLACK HILLS SPRUCE	Picea glauca densata	6" H H 30-40' W 20-30'	
AP	7	AUSTRIAN PINE	Pinus nigra	6" H H 30-40' W 20-30'	
TS	10	ICR SPIREA	Spiraea betulidolia 'Icar'	#5 CONI H 3' W 3'	
RG	18	RED GNOME DOGWOOD	Cornus alba sibirica 'Red Gnome'	#5 CONI H 3-4' W 4-5'	
IS	18	ISANT DOGWOOD	Cornus sericea 'Isant'	#5 CONI H 5-6' W 8-10'	
FS	36	FRAGRANT SUMAC	Rhus aromatica	#5 CONI H 5-6' W 6-8'	
CON	12	CONIFEROUS SHRUBS			
LY	14	LAUNTON YEW	Launton x media 'Launton'	#5 CONI H 3' W 3-4'	
SD	11	STELLA DE ORO	Hebe x exoniifolia 'Stella de Oro'	#1 CONI 2-4" O.C.	

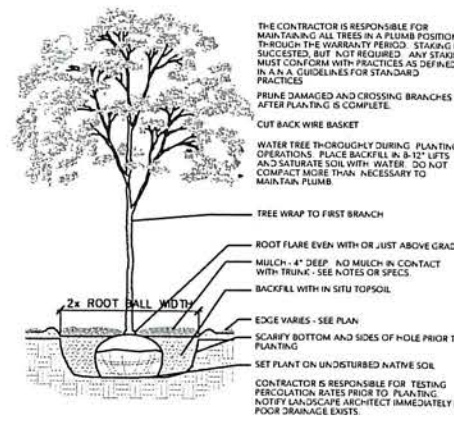


CALL BEFORE YOU DIG
Gopher State One Call
TWO CITY AREA: 851-454-0002
TOLL FREE: 1-800-252-1688

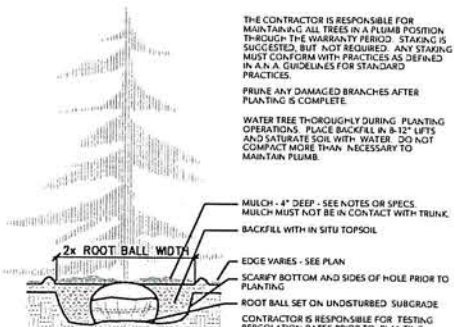
WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

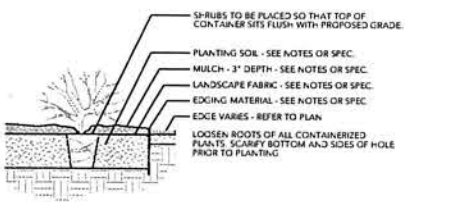
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLELS, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



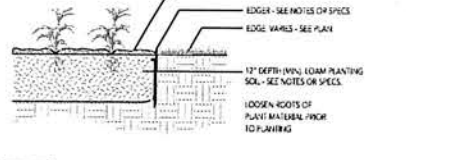
1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"



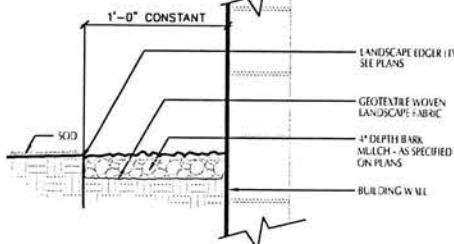
2 CONIFEROUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"



3 SHRUB PLANTING DETAIL
SCALE: 3/4" = 1'-0"



4 PERENNIAL PLANTING
SCALE: 3/4" = 1'-0"



5 MAINTENANCE STRIP AT BUILDING EDGE
SCALE: 1/2" = 1'-0"

WASATCH STORAGE FACILITY

WASATCH STORAGE PARTNERS

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

2000 PINE GOLF LINKS, SUITE 100
MIDLAND, MI 48640
734-464-5555
WWW.LOUCKS.COM

CADD QUALIFICATION

ALL CADD DRAWINGS SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT. THE CADD DRAWINGS SHALL BE CHECKED BY A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT. THE CADD DRAWINGS SHALL BE APPROVED BY A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT.

SUBMITTALS/REVISIONS

1. SUBMITTALS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. 2. REVISIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

10/2/17 CITY SUBMITTAL

PROFESSIONAL SIGNATURE

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

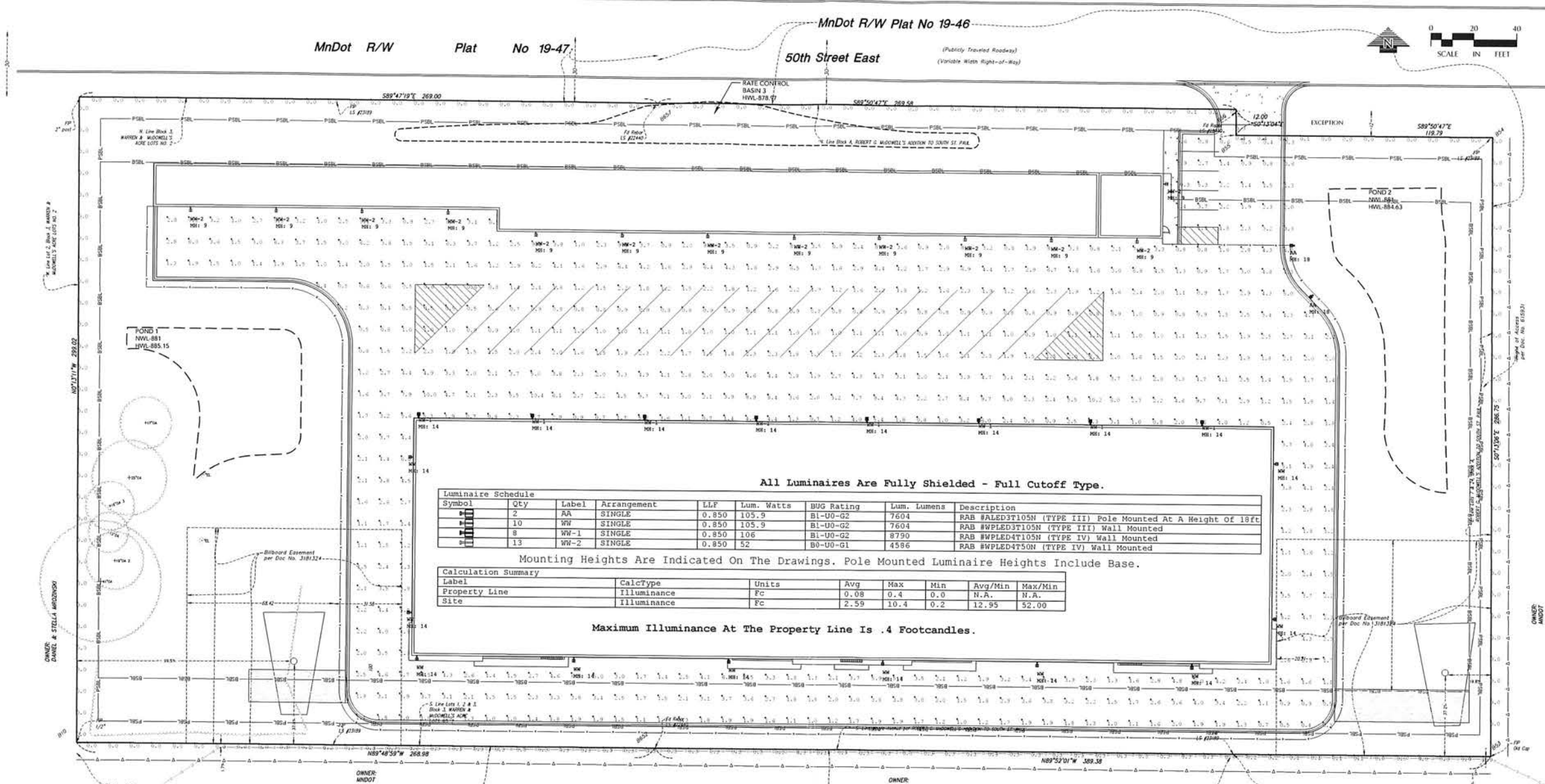
Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect

Signature of Professional Engineer or Architect



Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	BUG Rating	Lum. Lumens	Description
■	2	AA	SINGLE	0.850	105.9	B1-U0-G2	7604	RAB #ALED3T105N (TYPE III) Pole Mounted At A Height Of 18ft
■	10	WW	SINGLE	0.850	105.9	B1-U0-G2	7604	RAB #WPLED3T105N (TYPE III) Wall Mounted
■	8	WW-1	SINGLE	0.850	106	B1-U0-G2	8790	RAB #WPLED4T105N (TYPE IV) Wall Mounted
■	13	WW-2	SINGLE	0.850	52	B0-U0-G1	4586	RAB #WPLED4T50N (TYPE IV) Wall Mounted

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.08	0.4	0.0	N.A.	N.A.
Site	Illuminance	Fc	2.59	10.4	0.2	12.95	52.00

Mounting Heights Are Indicated On The Drawings. Pole Mounted Luminaire Heights Include Base.

Maximum Illuminance At The Property Line Is .4 Footcandles.

ALED3T105

Technical Specifications (continued)

Other: Country of Origin: Designed by RAB in New Jersey and assembled in the USA by RAB in New Jersey.

Buy American Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Buy American Act.

Trade Agreements Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Trade Agreements Act.

Ordering Matrix:

Family	Distribution	Mounting	Color Temp	Finish	Voltage	Dimming	Control Options
ALED	3T	105	N	Black	120/277V	On/Off	None
	3T	105	N	Black	120/277V	On/Off	None
	3T	105	N	Black	120/277V	On/Off	None

WPLED3T105

Technical Specifications (continued)

Other: Country of Origin: Designed by RAB in New Jersey and assembled in the USA by RAB in New Jersey.

Buy American Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Buy American Act.

Trade Agreements Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Trade Agreements Act.

Ordering Matrix:

Family	Distribution	Mounting	Color Temp	Finish	Voltage	Dimming	Control Options
WPLED	3T	105	N	Black	120/277V	On/Off	None
	3T	105	N	Black	120/277V	On/Off	None
	3T	105	N	Black	120/277V	On/Off	None

WPLED4T105

Technical Specifications (continued)

Other: Country of Origin: Designed by RAB in New Jersey and assembled in the USA by RAB in New Jersey.

Buy American Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Buy American Act.

Trade Agreements Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Trade Agreements Act.

Ordering Matrix:

Family	Distribution	Mounting	Color Temp	Finish	Voltage	Dimming	Control Options
WPLED	4T	105	N	Black	120/277V	On/Off	None
	4T	105	N	Black	120/277V	On/Off	None
	4T	105	N	Black	120/277V	On/Off	None

WPLED4T50

Technical Specifications (continued)

Other: Country of Origin: Designed by RAB in New Jersey and assembled in the USA by RAB in New Jersey.

Buy American Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Buy American Act.

Trade Agreements Act Compliance: This product is a COTS item manufactured in the United States and is compliant with the Trade Agreements Act.

Ordering Matrix:

Family	Distribution	Mounting	Color Temp	Finish	Voltage	Dimming	Control Options
WPLED	4T	50	N	Black	120/277V	On/Off	None
	4T	50	N	Black	120/277V	On/Off	None
	4T	50	N	Black	120/277V	On/Off	None

Lighting by:

Charlie Leavitt, LC, MIES
Lighting Fundamentals, LLC
PO Box 50827
Mendota, MN 55150-0877
651-399-7768

QUALITY CONTROL

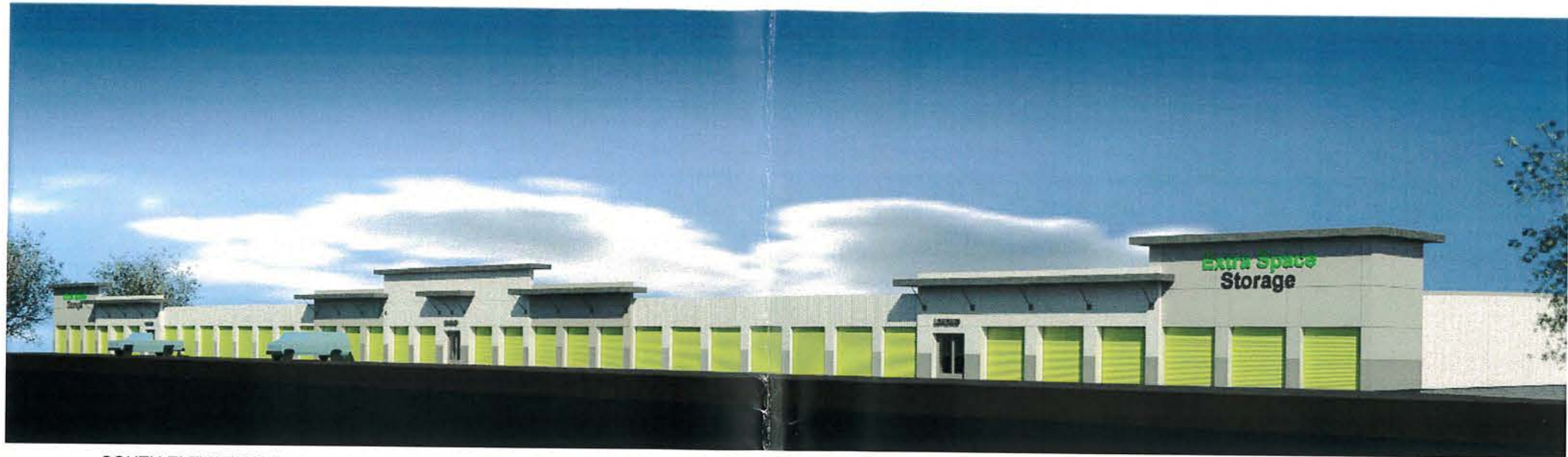
Locks Project No. 17333.00
Project Lead: VJV
Drawn By: WBS
Checked By: VJV
Review Date: 9/05/17

SHEET INDEX

Sheet	Description
CO-1	COVER SHEET
1 of 1	ALTIMETER SURVEY
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	SWPPP 1 OF 2
C3-2	SWPPP 2 OF 2
C4-1	UTILITY PLAN
C5-1	CIVIL DETAILS
C5-2	CIVIL DETAILS
L1-0	TREE INVENTORY
L1-1	LANDSCAPE PLAN
P1-1	PHOTOMETRIC PLAN
	PRELIMINARY FLOOR PLANS

PHOTOMETRIC PLAN

P1-1



SOUTH ELEVATION (I-494)



NORTH ELEVATION (50TH STREET EAST)



NORTH ELEVATION (50TH STREET EAST)

PRELIMINARY ELEVATIONS

INVER GROVE HEIGHTS, MN

Heather Botten

From: castokk@q.com
Sent: Monday, October 16, 2017 6:27 PM
To: Heather Botten
Subject: mini storage

Hi Heather

We spoke on the phone last week in regards to the mini storage that is being proposed on 50th street. You mentioned I could send you a email in regards to some of my concerns. I did watch the planning commission video which answered some.

I did think when they said mini storage it was going to be small, but 750 to 800 unites and one building will be two story 88,000.00 square feet surprised me.

My concerns are increased traffic, increased crime, and decrease in the property values of the townhomes(Lafayette)

Thank you

Carol Stokke

Shannon Bagan
4936 Bisset Lane
Inver Grove Heights, MN 55076

October 9, 2017

Planning Commission Members
RE: Wasatch Storage – Case #17-46C

Dear Members of the Planning Commission –

First I would like to thank you all for hearing me at the October 3rd public meeting regarding my request that all of the trees along the northern side of the property (50th Street) be tall pine trees. I asked this to assure that my view of the storage units and the noise from 494 will be blocked twelve months out of the year since pine trees are bushy from the ground to the top and never lose their leaves/needles. They are also very aesthetically appealing.

Your preliminary vote was to have 60% of the trees along 50th Street be coniferous, while the other 40% can be deciduous. I would like to make a case for having 100% of the trees along 50th Street to be coniferous pine trees.

The property is located between the two billboards, one to the East of the property and one to the West. The ordinance states that it wants the trees to blend in with what is already there. The only trees that still exist are to the west of the billboard. But as was pointed out by the gentleman who owns that property, those trees will be razed to make way for another building so will no longer exist. Also, the trees in my front yard and side yard that border 50th Street (the HOA common space) are pine trees, so more pine trees will fit right in.

For you this is just another case number on your schedule. But for me this decision will affect the quality of my life until the day I die since I have no plans to move. I respectfully request that you allow all of the trees along 50th Street be tall pine trees. Wasatch is amenable to planting all pine trees so now the final decision is up to you. I have attached photos for you to look at before voting.

Thank you for your time.

Respectfully,

Shannon Bagan
612-558-9495
Sbagan38@gmail.com



Billboard east border



Billboard west border



Trees beyond west border



Pine trees on Lafayette Park East property

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WIDSETH SMITH NOLTING (RIVER HEIGHTS VINEYARD CHURCH)- CASE NO. 17-41PR

Meeting Date: October 23, 2017
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Major Site Plan Approval and Related Improvement Agreements for a building expansion located at 6070 Cahill Avenue.

- Requires 3/5th's vote.
- 60-day deadline: December 19, 2017 (second 60 days)

SUMMARY

The applicant is proposing to construct a 10,628 square foot addition to the existing church building. The proposed expansion would contain the new sanctuary and the existing building would be used for a cafeteria and dining hall.

ANALYSIS

The Council approved a variance to allow the new addition 50 feet from the property line along Cahill Avenue whereas 75 feet was required.

The proposed expansion meets all required setbacks and the site conforms to maximum lot coverage and building floor area ratio.

All required parking is being installed now under a separate approval.

A landscape plan will be reviewed for compliance before a building permit is issued.

RECOMMENDATION

Planning Division. Recommends approval of the Major Site Plan Approval and related agreement documents.

Planning Commission. Also recommended approval of the request (8-0).

Attachments: Resolution Approving the Major Site Plan Approval
 Planning Commission Recommendation
 Planning Report
 Improvement Agreement
 Storm Water Maintenance Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL FOR A 10,628 SQUARE
FOOT ADDITION TO THE EXISTING CHURCH AND RELATED IMPROVEMENT
AGREEMENT AND STORM WATER MAINTENANCE AGREEMENT

(River Heights Vineyard Church)
Case No. 17-41PR)

WHEREAS, an application for a Major Site Plan Approval has been submitted for the property located at 6070 Cahill Avenue and legally described as:

SEE EXHIBIT A

WHEREAS, the aforescribed property is zoned P, Institutional Zoning District;

WHEREAS, a public hearing concerning the major site plan approval was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 3, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval for a 10,628 square foot addition to the existing church and related Improvement Agreement and Storm Water Maintenance Agreement hereby approved with the following conditions:

1. The building and signage plan shall be in substantial conformance with the following plans except as may be modified by the conditions herein:

Site Plan	dated 9/28/17
Grading Plan	dated 9/28/17
Elevation Plan	dated 6/12/17

2. All roof top and ground mounted equipment shall be screened 100% from view of the public. Details of all equipment must be shown on the building permit plans.

3. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Cut sheets for all exterior lighting shall be submitted prior to issuance of building permits.
4. Prior to issuance of a building permit, a landscape plan showing the required number of new trees must be submitted and approved by the Planning Department.
5. Prior to issuance of building permits, all grading, storm water management plans shall be approved by the City Engineer.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of October, 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Legal Description:

That part of the Northwest Quarter described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet to a point; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County, Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the Northwest corner of said Northwest Quarter; thence Easterly, along the North line of said Northwest Quarter a distance of 365.00 feet; thence Southerly, parallel with the West line of said Northwest Quarter, a distance of 659.98 feet; thence Westerly, parallel with said North line, 365.00 feet to said West line; thence Northerly to the point of beginning.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 3, 2017

SUBJECT: **WIDSETH SMITH NOLTING (RIVER HEIGHTS VINEYARD CHURCH) - CASE NO. 17-41PR (tabled from September 19, 2017)**

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that River Heights Vineyard Church is requesting a major site plan review to allow construction of a 10,263 square foot addition to the existing church at 6070 Cahill Avenue. The proposed addition would contain the new sanctuary and the existing building would be converted to a cafeteria and dining hall. The applicant is in the process of expanding their parking lot in anticipation of the new addition. Any new lighting must comply with the City's lighting standards. All rooftop and ground-mounted mechanical equipment must be screened from view of the public. 21 new overstory trees, or their equivalent, are to be planted on site. Engineering has determined that the submitted plans will comply with stormwater standards and will not impact stormwater downstream in the Carleda Way neighborhood. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Robertson questioned whether there would be sufficient lighting in front of the new structure.

Mr. Hunting stated that the applicant could best address that question. He noted that there were no performance standards requiring lighting, just standards that must be met should lighting be proposed.

Commissioner Wippermann asked if the recently expanded parking area would eventually be blacktopped.

Mr. Hunting replied in the affirmative, stating they were in the process of getting that completed.

Opening of Public Hearing

Peter Benedict, Pastor of River Heights Vineyard Church, 9019 Coffman Circle, advised he was available to answer any questions.

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

Mr. Benedict replied in the affirmative.

Commissioner Simon asked the applicant to identify a specific area shown on the site plan.

Mr. Benedict replied it indicated new paving.

Commissioner Wippermann asked if the exterior materials would be similar to those of the

Recommendation to City Council

October 3, 2017

Page 2

existing building.

Mr. Benedict replied in the affirmative.

Commissioner Robertson asked the applicant to address the proposed lighting.

Mr. Benedict replied that they planned on maintaining the same level of lighting as currently exists for safety reasons.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Lissarrague, to approve the request for a major site plan review to construct a building addition on the property located at 6070 Cahill Avenue, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on October 23, 2017.

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

REPORT DATE: September 29, 2017

CASE NO: 17-41PR

APPLICANT: Widseth Smith Nolting

PROPERTY OWNER: River Heights Vineyard Church

REQUEST: Major Site Plan Review

LOCATION: 6070 Cahill Avenue

HEARING DATE: October 3, 2017

COMPREHENSIVE PLAN: Public Institutional

ZONING: P, Public/Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has been received for a Major Site Plan Review to allow construction of a 10,623 square foot addition to the existing church. The City Council approved a variance from setbacks on August 28, 2017 to allow the proposed addition to be 50 feet from Cahill Avenue.

EVALUATION OF THE REQUEST

The subject site is surrounded by the following land uses:

North - Single, multiple residential; zoned R-3B, R-3C; guided MDR.

East - Single family home; zoned R-3C; guided MDR.

West - Business, residential; zoned B-1; guided CC.

South - Single family housing; zoned R-1C; guided LDR.

The applicant is proposing to add a two-story addition to the west side of the existing church. The footprint of the addition would be 5,668 square feet. The proposed addition would contain the new sanctuary and the existing building would be converted in to cafeteria and dining hall. The property is zoned P, and churches are a permitted use. The only request needed for the addition is a Major Site Plan review because they are adding more than 30% of the original building square footage.

MAJOR SITE PLAN REVIEW

Lot Size. The existing lot is 4.65 acres in size. The P district requires minimum lot size of three (3) acres for churches. All lot size requirements have been met.

Setbacks. The P district requires building setbacks of 75 feet from Cahill and 50 feet when abutting residential properties. City Council approved a setback from Cahill of 50 feet. The proposed building location would be 50 feet from Cahill and 50 feet from the residential properties to the south. All building setback requirements have been met.

The P district requires parking lot setbacks of 10 feet from front property line and abutting residential properties. The parking lot meets all required setbacks.

Building Coverage/Floor Area Ratio. The P district requires a maximum of 20% building coverage per lot. The proposed site plan provides for a total of 6.0% building coverage. The P district also has a floor to area ratio maximum of .25. The proposed building expansion would yield a ratio of .09. The impervious surface coverage requirement has been met.

Lighting. One existing light pole would be removed near the entrance to the building. No other light poles are being proposed. Any new building wall lighting must comply with lighting standards which consist of a shoe-box style with a cut-off for the light bulb and a flat lens.

Screening. All rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public. The applicant indicated there would be some roof-top equipment. If the mechanical equipment is ground mounted, it must be screened from view. Details should be shown on the plans submitted for building permit review.

Parking. The applicant expanded the parking lot earlier this year by adding 48 parking stalls in anticipation of the new addition. The site plan indicates the sanctuary would have 333 seats. Based on the ordinance requirement of one space per 3.5 seats, a total of 96 parking spaces are required. There are 124 existing stalls including the new parking addition. Based on requirements, the site complies with parking standards.

Landscaping. The site shall comply with landscaping requirements for the addition. Standard landscaping requirement is one new over story tree per 1,000 square feet of gross building floor area. Based on the size of the addition, this would be 11 trees. An additional one over story tree is required for each 10 parking spaces. No tree planting was done with the parking lot expansion and therefore compliance with code standards are to be met with this approval. Based on 48 spaces, an additional 10 trees are to be planted. A grand total of 21 new trees are to be planted. A revised landscape must be submitted with the required plantings prior to issuance of a building permit.

Grading and Drainage. Engineering has reviewed the grading and storm water management plans and has noted that there is a known flooding issue south of the site on Carleda Way. The applicant has been asked manage the volume of storm water up to the 100 year storm for new and redevelopment space that drains to the south. Engineering's goal is to have a storm water management plan that does not adversely impact the downstream and adjacent properties. A

review of the plans indicates the storm water is be addressed through approved means and will not impact storm water downstream. Engineering has determined that the submitted plans comply with these standards. There may be some final adjustments to the plans before they are complete and therefore there should be a condition that the final grading and drainage plans are subject to review and approval by the City Engineer.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

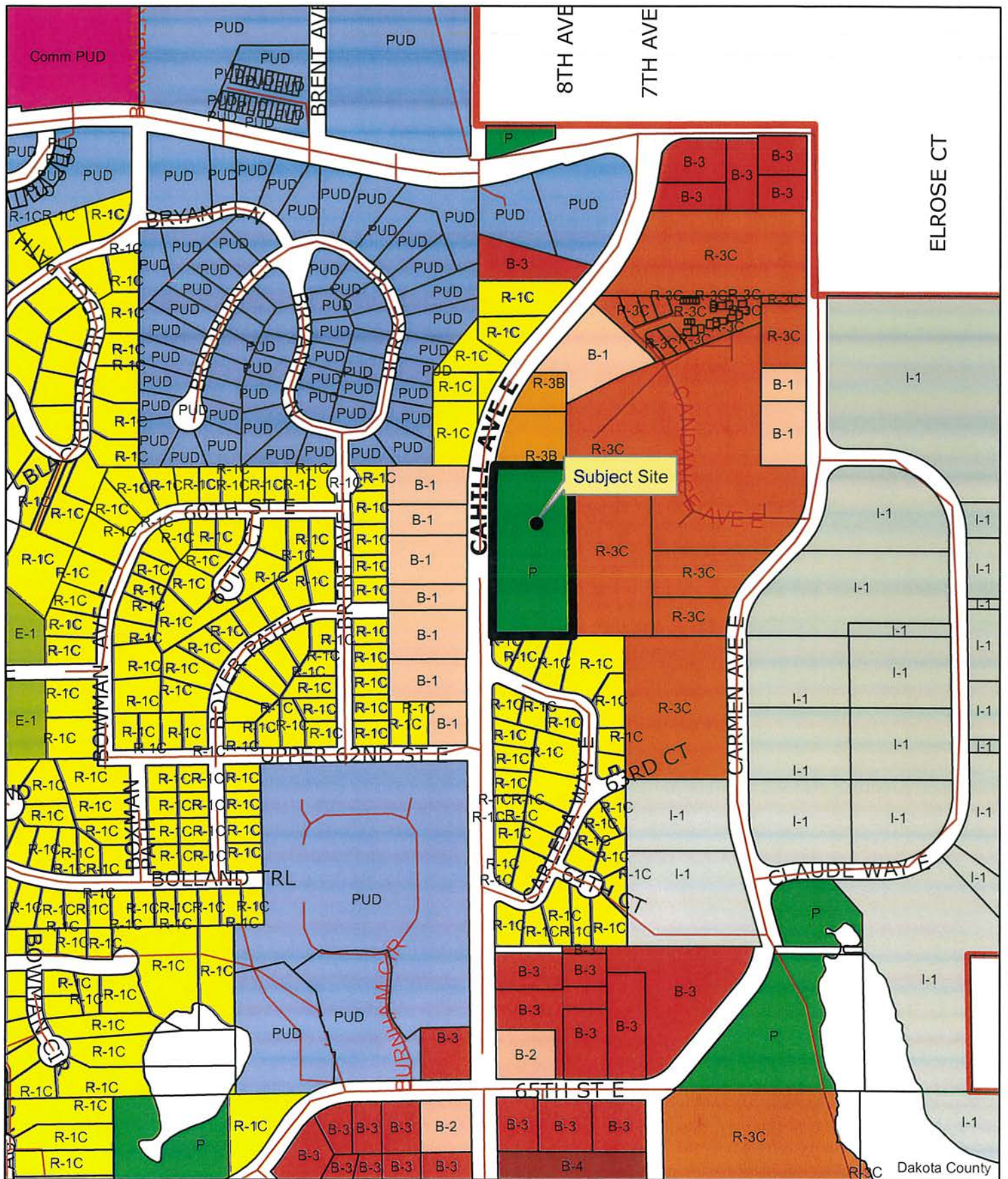
- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
- o Approval of the **Major Site Plan Approval** for a 10,623 square foot addition to the existing church subject to the following conditions:
 1. The building and signage plan shall be in substantial conformance with the following plans except as may be modified by the conditions herein:

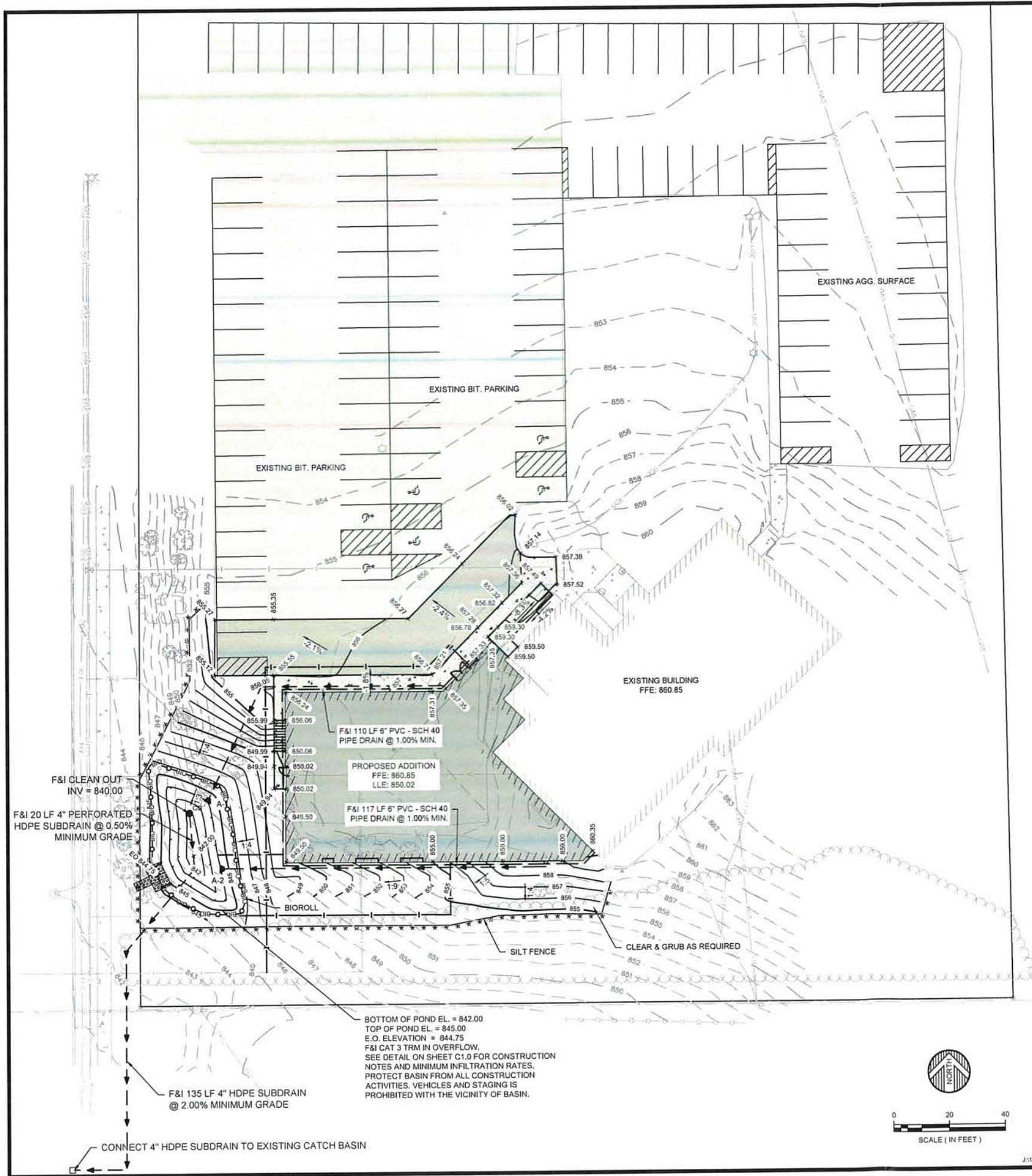
Site Plan	dated 9/28/17
Grading Plan	dated 9/28/17
Elevation Plan	dated 6/12/17
 2. All roof top and ground mounted equipment shall be screened 100% from view of the public. Details of all equipment must be shown on the building permit plans.
 3. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Cut sheets for all exterior lighting shall be submitted prior to issuance of building permits.
 4. Prior to issuance of a building permit, a landscape plan showing the required number of new trees must be submitted and approved by the Planning Department.
 5. Prior to issuance of building permits, all grading, storm water management plans shall be approved by the City Engineer.
- 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

The Planning Division recommends approval of the request as presented with the conditions listed.

Attachments:	Location/Zoning Map
	Site Plan
	Grading Plan
	Elevation Plan





SWPPP, GRADING, & GENERAL NOTES:

1. AN NPDES PERMIT SHALL BE APPLIED FOR BY THE OWNER AND CONTRACTOR IF DISTURBED AREA EXCEEDS 1 ACRE. AN NPDES PERMIT IS NOT REQUIRED FOR ON THIS PROJECT.
2. ALL EROSION CONTROL AND SILTATION CONTROL SHALL COMPLY WITH THE SITE'S SWPPP, THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA) STORMWATER MANUAL (CURRENT EDITION) AND THE REGULATIONS OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY SOIL & WATER CONSERVATION DISTRICT AND THE EAGAN-INVER GROVE HEIGHTS WATERSHED MANAGEMENT ORGANIZATION.
3. SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S), WHICH PREVENT SEDIMENT FROM ENTERING A WATER OF THE STATE, SHALL BE ESTABLISHED BEFORE LAND DISTURBING OPERATIONS BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
SILT FENCE - INVER GROVE HEIGHTS PLATE NO. EC-02
INLET PROTECTION - INVER GROVE HEIGHTS PLATE NO. EC-04
TEMPORARY ROCK CONSTRUCTION ENTRANCE - INVER GROVE HEIGHTS PLATE NO. EC-03
CONCRETE WASHOUT AREA - PER MPCA GUIDELINES
4. TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED SOIL AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 7 DAYS WILL BE STABILIZED WITH TEMPORARY SEEDING AND MULCH NO LATER THAN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED SHALL BE RYE (GRAIN) APPLIED AT THE RATE OF 100 LBS PER ACRE. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH TWO (2) TONS PER ACRE OF STRAW. THE STRAW MULCH IS TO BE TACKED INTO PLACE BY A DISK WITH THE BLADES SET NEARLY STRAIGHT.
5. ALL DISTURBED PVIOUS AREAS SHALL BE FERTILIZED (TYPE 3, 22-5-10), SEEDED (MnDOT 25-151) AND MnDOT CAT 3 EROSION CONTROL BLANKET PLACED UNLESS OTHERWISE NOTED OR SHOWN IN PLANS. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. SEEDING SHALL BE PER THE MnDOT SEEDING MANUAL.
6. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER.
7. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR OUTLET.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SEDIMENT DOES NOT LEAVE THIS SITE. IT IS REQUIRED THAT THE CONTRACTOR INSTALL A STABILIZED VEHICLE EXIT TO KEEP SEDIMENT TRACKING TO A MINIMUM. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY UNTIL ACCEPTANCE OF THE WORK BY THE OWNERS.
9. ANY DEPOSITING OF SEDIMENT OR DEBRIS ON NEW OR EXISTING PAVEMENT, OR IN EXISTING STORM SEWERS SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED. ANY TRACKING OF SEDIMENT OR DEBRIS FROM CONSTRUCTION TRAFFIC ONTO PUBLIC RIGHT OF WAY SHALL BE REMOVED BY THE END OF EACH WORK DAY AND AFFECTED AREAS CLEANED.
10. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER RAIN EVENTS FOR DAMAGE TO EROSION CONTROL DEVICES. IF DAMAGED OR INEFFECTIVE EROSION CONTROL DEVICES ARE DISCOVERED, THEY SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS, WHICH INCLUDE DATE AND TIME OF INSPECTIONS, DATES OF RAINFALL EVENTS, FINDINGS OF INSPECTIONS, CORRECTIVE ACTIONS TAKEN (INCLUDING DATES AND TIMES), AND DOCUMENTATION OF ANY CHANGES TO THE TEMPORARY OR PERMANENT EROSION CONTROL PLANS MADE DURING CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE CLEARING, GRUBBING AND REMOVALS. REMOVAL OF PAVEMENT AND MISCELLANEOUS STRUCTURES SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF MN/DOT 2104.
12. ALL PROPOSED ELEVATIONS ARE TO TOP OF PAVING, GUTTER, OR FINISHED GRADE UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.
13. THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EARTHWORK QUANTITY ON THIS SITE. EXCESS MATERIAL, IF ANY SHALL BE DISPOSED OF OFF-SITE. THE CONTRACTOR SHALL IMPORT SUITABLE MATERIAL AS NEEDED.
14. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING UTILITIES.
15. SOME SLOPES ON SITE EXCEED 4:1. SLOPES STEEPER THAN 4:1 WILL BE STABLE FROM LAND SLIDING AND SURFACE EROSION.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. SHALL UTILITY RELOCATIONS BE REQUIRED, THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY OWNERS.
17. PARKING LOT AND UTILITIES CONSTRUCTION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR CONSTRUCTION" BY THE CITY OF INVER GROVE HEIGHTS.
18. PROVIDE A 2 FOOT TAPER SECTION ON ALL CURB TERMINI UNLESS OTHERWISE NOTED.
19. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
20. THE CONTRACTOR TO MAINTAIN 1.8% MAXIMUM CROSS SLOPE ON ALL SIDEWALK.

A-1
F&I 6\"/>

A-2
F&I 6\"/>

EXISTING		PROPOSED	
IMPERVIOUS	1.308 ACRES	IMPERVIOUS	1.355 ACRES
PERVIOUS	3.345 ACRES	PERVIOUS	3.296 ACRES
TOTAL LOT AREA		4.651 ACRES	
TOTAL DISTURBED AREA		0.345 ACRES	

SITE ADDRESS: 6070 CAHILL AVENUE E.
INVER GROVE HEIGHTS, MN 55076

PROPOSER: RIVER HEIGHTS VINEYARD CHURCH
6070 CAHILL AVENUE E.
INVER GROVE HEIGHTS, MN 55076
CONTACT: PETER BENEDICT
EMAIL: PUBENEDICT@GMAIL.COM
PH: (651) 457-7644

ARCHITECT: AYARS & AYARS INCORPORATED
21900 KENRICK AVENUE
LAKEVILLE, MN 55044
CONTACT: CRAIG LEIBOLD
EMAIL: CLEIBOLD@AYARSAYARS.COM
PH: (952) 469-0929

CIVIL ENGINEER: WIDSETH SMITH NOLTING
3777 40TH AVE NW, SUITE 200
ROCHESTER, MN 55901
CONTACT: CRAIG BRITTON
EMAIL: CRAIG.BRITTON@WSN.US.COM
PH: (507) 206-2125

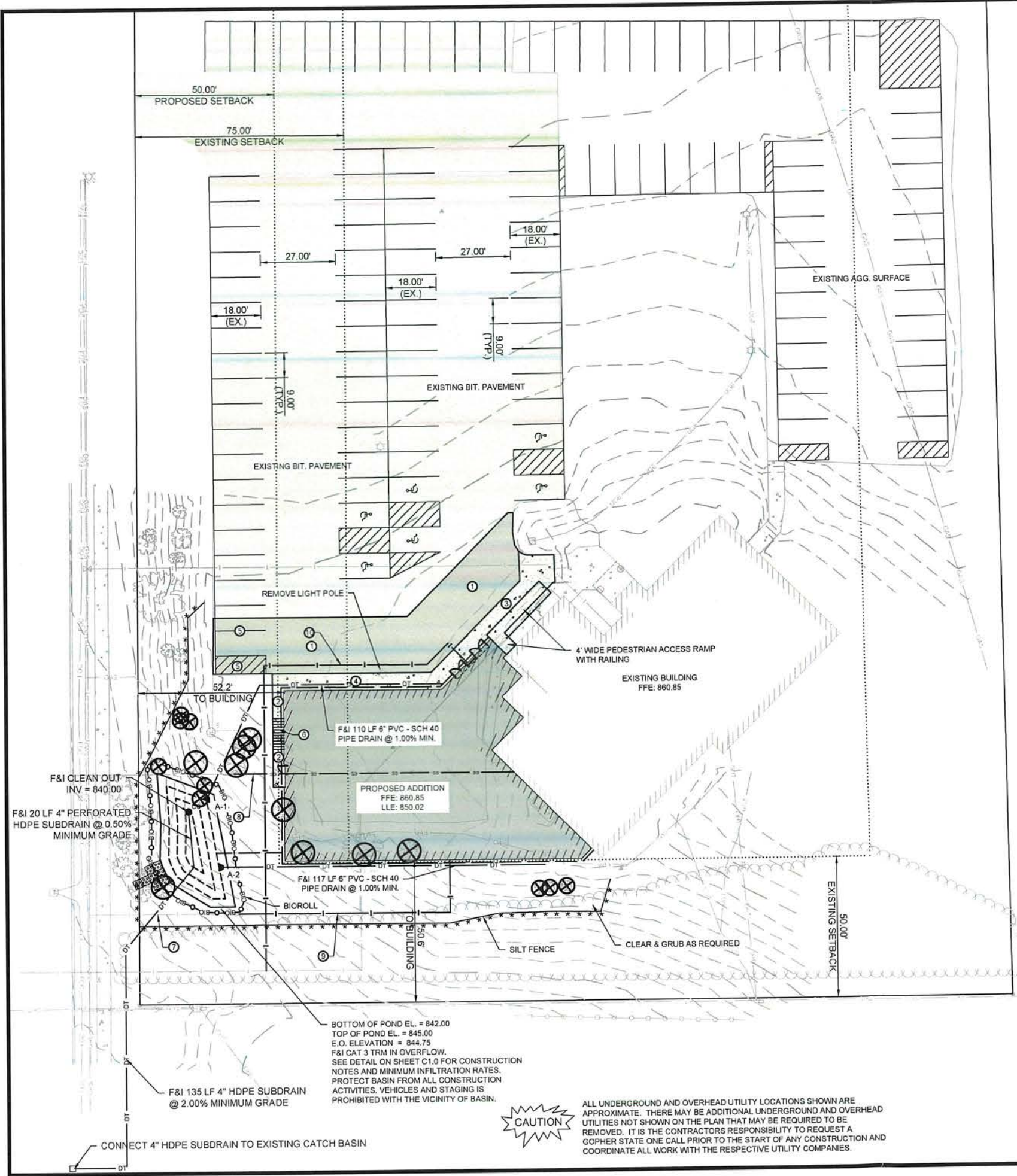
CAUTION
ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN ON THE PLAN THAT MAY BE REQUIRED TO BE REMOVED. IT IS THE CONTRACTORS RESPONSIBILITY TO REQUEST A GOPHER STATE ONE CALL PRIOR TO THE START OF ANY CONSTRUCTION AND COORDINATE ALL WORK WITH THE RESPECTIVE UTILITY COMPANIES.



SEAL OF THE STATE OF MINNESOTA
CRAIG T. BRITTON
DATE: 10/28/2017
JOB NUMBER: 1028R0002

DATE	SCALE	DATE	SCALE	DATE	SCALE
SEPTEMBER, 2017	AS SHOWN	SEPTEMBER, 2017	AS SHOWN	SEPTEMBER, 2017	AS SHOWN
CRAIG T. BRITTON	CRAIG T. BRITTON	CRAIG T. BRITTON	CRAIG T. BRITTON	CRAIG T. BRITTON	CRAIG T. BRITTON

SACTUARY ADDITION
RIVER HEIGHTS VINEYARD CHURCH
INVER GROVE HEIGHTS, MINNESOTA



ZONING INFORMATION:

PARCEL ID:	20.00300.26.010
ZONING DISTRICT:	P: (INSTITUTIONAL)
PROPOSED USAGE:	EXISTING CHURCH
TOTAL LOT AREA:	202,598 SF
TOTAL LOT ACREAGE:	4.65 ACRES

FLOOR AREA RATIO:	0.25
MAX. ALLOWABLE FLOOR AREA:	50,650 SF
TOTAL FLOOR AREA:	13,213 SF
EXISTING FLOOR AREA:	7,545 SF
PROPOSED ADDITION FLOOR AREA:	5,668 SF

SETBACKS:	
FRONT YARD, PER VARIANCE:	50 FT
SIDE YARD:	50 FT
SUM OF SIDE YARDS:	0 FT
REAR YARD:	50 FT

LANDSCAPE AREA:	71%
-----------------	-----

MIN. LOT SIZE:	3 ACRES
MAX. PERMITTED HEIGHT:	40 FT
SIGN:	EXISTING

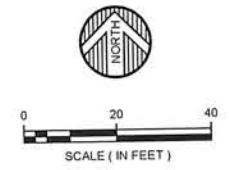
OFF-STREET PARKING:	
1 SPACE PER 3 1/2 SEATS	
EXISTING PARKING STALLS:	75
REQUIRED* PARKING SALLS:	96
PROPOSED PARKING STALLS:	124

* REQUIRED PARKING BASED ON 333 SEATS IN MAIN SANCTUARY

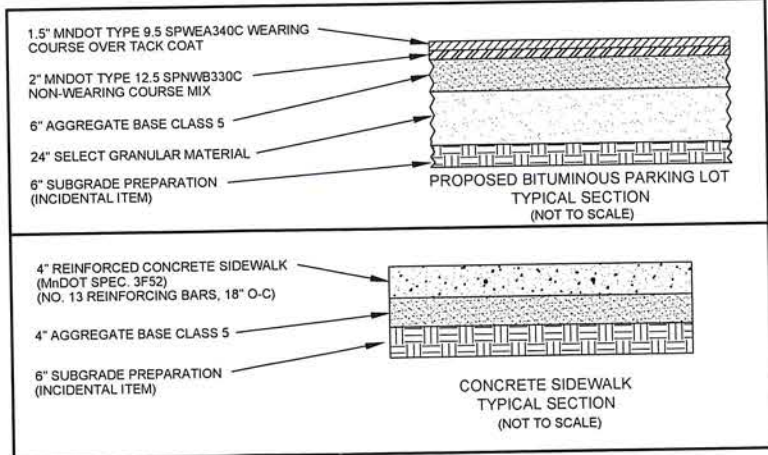
EXISTING		PROPOSED	
IMPERVIOUS	1.306 ACRES	IMPERVIOUS	1.355 ACRES
PERVIOUS	3.345 ACRES	PERVIOUS	3.296 ACRES
TOTAL LOT AREA		4.651 ACRES	
TOTAL DISTURBED AREA		0.345 ACRES	

A-1
F&I 6" CONCRETE HEADWALL
F&I 4x4' EROSION STABILIZATION MAT
END APRON ELEV = 844.00

A-2
F&I 6" CONCRETE HEADWALL
F&I 4x4' EROSION STABILIZATION MAT
END APRON ELEV = 844.00



- ITEM NOTES:
- ① BITUMINOUS PAVEMENT - SEE TYPICAL SECTION
 - ② 4' WIDE CONCRETE SIDEWALK - SEE TYPICAL SECTION
 - ③ 5' WIDE, THICKEND EDGE, CONCRETE SIDEWALK - SEE TYPICAL SECTION
 - ④ 6' WIDE, THICKEND EDGE, CONCRETE SIDEWALK - SEE TYPICAL SECTION
 - ⑤ 4" SOLID LINE WHITE - PAINT
 - ⑥ CONCRETE STAIRS WITH HAND RAIL
 - ⑦ EXISTING 6" DIP WATER SERVICE
 - ⑧ F&I 100 LF 6" SCH-40 PVC SANITARY SERVICE (PER ASTM D2665)
CONTRACTOR TO VERIFY DEPTH
 - ⑨ F&I 94 LF 1-1/2" COPPER TYPE K WATER SERVICE (PER ASTM B88)
 - ⑩ F&I 188 LF 6" DIP WATER MAIN (CL 52)



EROSION CONTROL & RESTORATION NOTES:

- 1. F&I SEDIMENT AND EROSION CONTROL MEASURES SUCH AS SILT FENCE, INLET PROTECTION, VEHICLE CONSTRUCTION ENTRANCE AND OTHER BMP'S PRIOR TO CONSTRUCTION. CONTRACTOR TO INSTALL BMP'S ACCORDINGLY BASED ON THEIR OPERATIONS.
- 2. SEED (MnDOT 25-151) AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.
- 3. F&I MnDOT CAT 3 EROSION CONTROL BLANKET IN ALL AREAS DISTURBED BY CONSTRUCTION.

GENERAL NOTES:

- 1. ALL PIPE LENGTHS ARE MEASURED CENTER TO CENTER OF STRUCTURE AND SHALL INCLUDE THE LENGTH OF THE APRON.
- 2. BACKFILL SUBDRAIN WITH FINE FILTER AGGREGATE.
- 3. STRIPING SHALL BE LATEX PAINT PER MnDOT 2582. STALLS SHALL BE WHITE PAINT.

SITE ADDRESS: 6070 CAHILL AVENUE E.
INVER GROVE HEIGHTS, MN 55076

PROPOSER: RIVER HEIGHTS VINEYARD CHURCH
6070 CAHILL AVENUE E.
INVER GROVE HEIGHTS, MN 55076
CONTACT: PETER BENEDICT
EMAIL: PJBENEDICT@GMAIL.COM
PH: (651) 457-7644

ARCHITECT: AYARS & AYARS INCORPORATED
21900 KENRICK AVENUE
LAKEVILLE, MN 55044
CONTACT: CRAIG LEIBOLD
EMAIL: CLLEIBOLD@AYARSAYARS.COM
PH: (952) 469-0929

CIVIL ENGINEER: WIDSETH SMITH NOLTING
3777 40TH AVE NW, SUITE 200
ROCHESTER, MN 55901
CONTACT: CRAIG BRITTON
EMAIL: CRAIG.BRITTON@WSN.US.COM
PH: (507) 206-2125



ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN ON THE PLAN THAT MAY BE REQUIRED TO BE REMOVED. IT IS THE CONTRACTORS RESPONSIBILITY TO REQUEST A GOPHER STATE ONE CALL PRIOR TO THE START OF ANY CONSTRUCTION AND COORDINATE ALL WORK WITH THE RESPECTIVE UTILITY COMPANIES.

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

DATE: SEPTEMBER 2017
SCALE: AS SHOWN
DRAWN BY: B.R.B.
CHECKED BY: C.N.B.
JOB NUMBER: 1028R0002

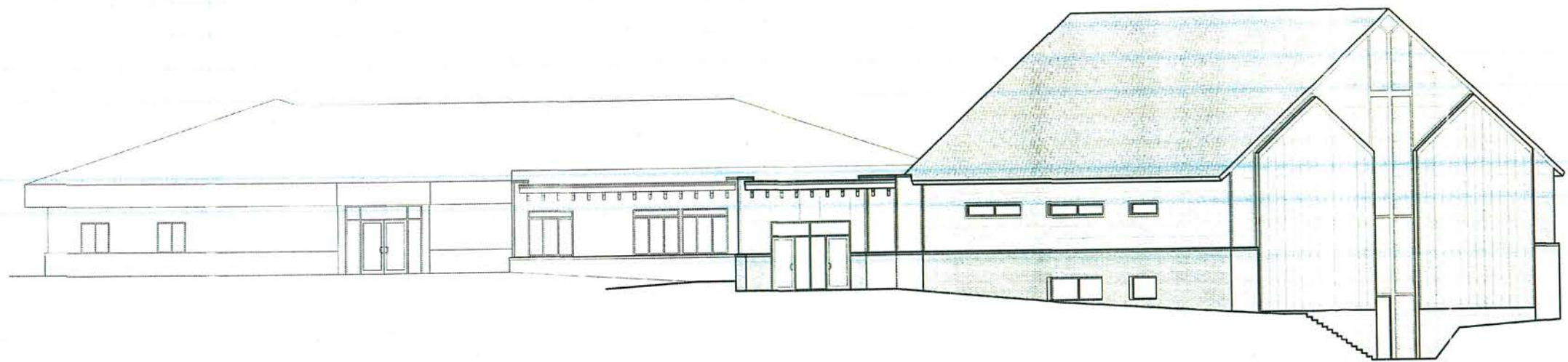
SANCTUARY ADDITION
RIVER HEIGHTS VINEYARD CHURCH
INVER GROVE HEIGHTS, MINNESOTA

SHEET NO.
C2.0

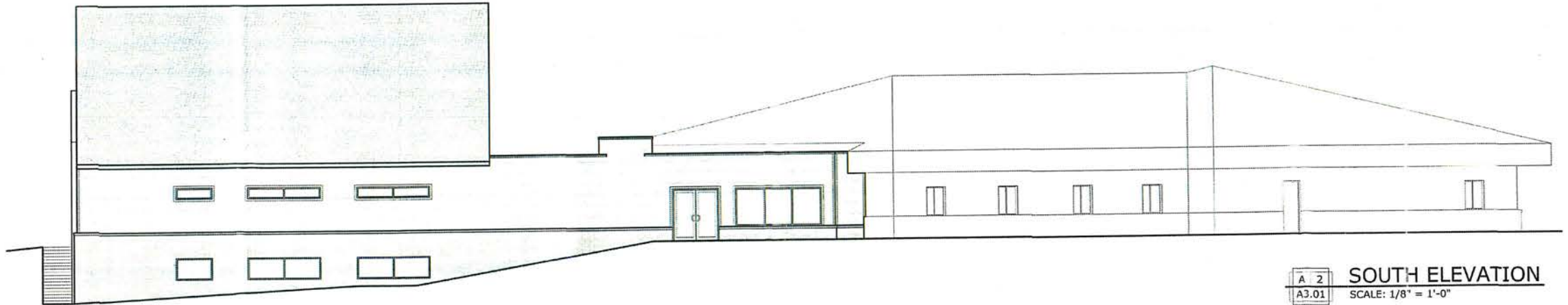
DATE: 9/28/2017
TIME: 11:57:44 AM
BY: [Signature]
DATE: 9/28/2017
TIME: 11:57:44 AM
BY: [Signature]

8/9/2017 10:44:39 AM C:\Users\archi\OneDrive\Architectural\Projects\ACAD 2016\13416 - River Heights Church Phase II\Kadon\Sanctuary Elevation\A3.01.dwg

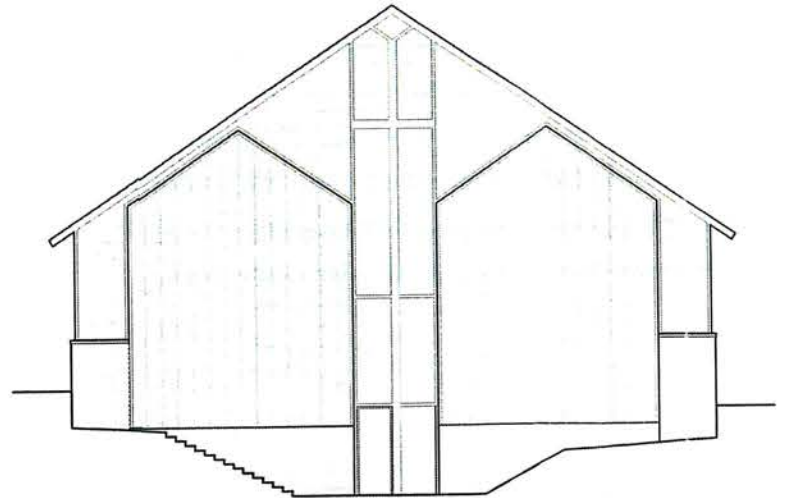
NOTICE OUR ARCHITECTURE BE INSPIRED BY OUR ARCHITECTURE



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



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



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

ARCHITECTURE ETCETERA
ARCHI - ETC LLC
ARCHITECTURE ETCETERA
2021 1st Street
Omaha, Nebraska 68117
PH: 402.334.5489
FX: 402.334.5489
www.archi-etc.com

Ayars & Ayars
ARCHITECTS
Ayars & Ayars, Inc.
2180 French Avenue
Laurel, Minnesota 55444
PH: 612.449.0929
www.ayarsayars.com

Sanctuary Addition
River Heights Vineyard Church
6070 Cahill Avenue
Inver Grove Heights, Minnesota
ELEVATIONS

Date Started:
March 14, 2017

Revision
June 12, 2017

134-16

© Archi+etc, LLC.
This drawing and associated
specifications are prepared by
and shall remain the property of
the Architect. No part of these
specifications shall be reproduced in any
form or by any means without written
permission from the Architect.

A3.01

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
6070 CAHILL AVENUE
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 6070 CAHILL AVENUE, INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 23rd day of October, 2017, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage and erosion control, the installation of storm water facilities, associated vegetation and landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

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

WHEREAS, the Developer has filed four (4) complete sets of the Development Plans with the City.

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

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

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Developer. "Developer" means River Heights Vineyard Church, a Minnesota non-profit corporation, and its successors and assigns.

1.4 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.5 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.7 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.10 County. "County" means Dakota County, Minnesota.

1.11 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization

- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.12 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.13 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.14 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

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

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

1.18 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in

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

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** River Heights Vineyard Church, a Minnesota corporation, owns fee title to the Subject Property.

1.19 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

IF TO DEVELOPER: River Heights Vineyard Church
6070 Cahill Avenue
Inver Grove Heights, MN 55076

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5

OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6

DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved

grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 11).

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

ARTICLE 7

RESPONSIBILITY FOR COSTS

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement, and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8

DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;

- i.) all costs and liabilities arising because building permits or Certificate of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2020. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2020, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to

renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2020.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of October, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER:
RIVER HEIGHTS VINEYARD CHURCH**

By: _____
Peter Benedict, Vice President

By: _____
Anita Oakman, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of October, 2017, before me a Notary Public within and for said County, personally appeared to me Peter Benedict and Anita Oakman personally known, who being each by me duly sworn, each did say that they are respectively the Vice President and Secretary of River Heights Vineyard Church, the non-profit corporation named in the foregoing instrument, and said Vice President and Secretary acknowledged said instrument to be the free act and deed of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the Northwest Quarter described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the northwest corner of said Northwest Quarter; thence easterly, along the north line of said Northwest Quarter a distance of 365.00 feet; thence southerly, parallel with the west line of said Northwest Quarter, a distance of 659.98 feet; thence westerly, parallel with said north line, 365.00 feet to said west line; thence northerly to the point of beginning.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Construction Notes & Details (C1.0)		Widseth Smith Nolting
2.) Site Plan (C2.0)		Widseth Smith Nolting
3.) Grading Plan (C3.0)		Widseth Smith Nolting
4.) Landscape Plan (L1.0)		Widseth Smith Nolting

The above-listed Development Plans were approved by the City Engineer on October ___, 2017.

The Development Plans also include compliance by the Developer with the conditions set forth in the following:

1. Memo from City Engineer Tom Kaldunski, Assistant City Engineer Steve Dodge and Senior Engineering Technician Mike Edwards dated October 9, 2017 containing the engineering staff review comments;
2. Memo from City Engineer Tom Kaldunski and Senior Engineering Technician Mike Edwards dated September 15, 2017 containing the engineering staff review comments,

collectively the "Engineering Memos."

The Engineering Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	general site grading, drainage and erosion control
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	bio-retention basin (raingarden) located in southwest corner of Subject Property
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	bio-retention basin (raingarden) located north of parking lot on Subject Property
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	other stormwater facilities (including drainage swales and draintiles)
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	vegetation related to bio-retention basins
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	landscaping **
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	pavement of parking lot per previous plan referenced in Exhibit D(2)(j)

X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	completion of Storm Water Facilities referenced in the Stormwater Facilities Maintenance Agreement dated December 12, 2016 recorded as Document No. 3170562
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	construction debris clean-up
X	12-31-18 or before issuance of certificate of occupancy, whichever occurs first	certified as-builts

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

****Note:** Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all of the following conditions must be satisfied:
 - a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement pursuant to the terms of paragraph 12.1 of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must obtain a right-of-way permit relating to installation of the drain tile along Cahill Avenue.
- 2.) **CONDITIONS TO BE SATISFIED NO LATER THAN DECEMBER 31, 2018 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** On or before December 31, 2018 or prior to issuance of a Certificate of Occupancy related to the new construction, whichever occurs first, all of the following conditions must be satisfied (however, the City Engineer and/or Director of Public Works reserves the right to extend the completion date at the request of the Developer, if needed):
 - a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.
 - c.) The bio-retention basin (raingarden) in the southwest corner of the Subject Property must be installed and functional.

- d.) The bio-retention basin (raingarden) located north of the parking lot on the Subject Property must be completed and functional.
- e.) All other storm water facilities, including the drainage swales and daintile system must be installed and functional.
- f.) The vegetation related to the two bio-retention basins (raingardens) must be completed.
- g.) The landscaping has been completed (see note in Exhibit C above).
- h.) Developer must provide the City Engineer with certified as-builts.
- i.) Developer must meet all of the conditions imposed by the right-of-way permit to install the daintile along Cahille Avenue.
- j.) The parking lot must be paved in accordance with the previously approved Grading & Drainage Erosion Control Plan (1.1) and the Details and Notes Plan (1.2) dated November 17, 2016 prepared by Ayars & Ayars and Thatcher Engineering, Inc. and approved by the City Engineer on November 28, 2016.
- k.) Completion of the Stormwater Facilities referenced in the Stormwater Facilities Maintenance Agreement dated December 12, 2016 recorded as Document No. 3170562.

- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage, Erosion	\$
2.)	Stormwater Facilities [including two bio-retention basins (raingardens), drainage swales and drain tile system and completion of Stormwater Facilities as referenced in Exhibit D(2)(k)]	\$
3.)	Landscaping and vegetation related to bio-retention basins	\$
4.)	Construction Debris Clean-up	\$
5.)	Certified As-builts	\$
6.)	Pavement of parking lot	\$
SUBTOTAL:		\$
<u>MULTIPLIED BY:</u>		x 1.25
EQUALS		\$
Escrow Amount		\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer has already deposited \$4,000 in cash with the City (hereafter "Engineering Escrow Amount").

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

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

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

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

- a.) all of the vegetative cover related to the bio-retention basins has been established to the sole satisfaction of the City; and
- b.) The expiration of the warranty period under Section 1.18(G) of this Improvement Agreement.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$4,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR 6070 CAHILL AVENUE, INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 23rd day of October, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and River Heights Vineyard Church, a Minnesota non-profit corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means River Heights Vineyard Church, a Minnesota non-profit corporation, and its successors and its assigns.

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

- The bio-retention basin or raingardens located in the southwest corner of the Landowner Property (and surrounding vegetation)
- The bio-retention basin or raingarden located north of the parking lot on the Landowner Property (and surrounding vegetation)
- The drainage swales and draintile system and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Construction Notes and Details (C1.0), the Site Plan (C2.0), the Grading Plan (C3.0), and the Landscape Plan (L1.0) dated October ____, 2017 approved by the City Engineer on October ____, 2017. The Stormwater Facility Plan includes the Operations and Maintenance Plan attached as **Exhibit B**. The Stormwater Facility Plan is on file with the City.

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

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve plans for a building expansion on the Landowner Property.

Recital No. 3. The City is willing to approve the plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

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

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2018, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Stormwater Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Owner shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Stormwater Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the Landowner Property.

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such

structure so as to ensure that the structure operates in conformance with the design parameters.

- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The Landowner and Responsible Owner shall submit the following information to the City:
 - a. Contact information for the Responsible Owner;
 - b. The annual report attached as **Exhibit C** demonstrating that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - c. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The

annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the

Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has already deposited \$4,000 in cash with the City (hereafter "Engineering Escrow Amount").

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

Subject to Section 4.2, upon satisfactory completion of the Stormwater Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

4.2 Escrow Retainage for Vegetation Establishment. The City shall retain \$1,500 of the Engineering Escrow Amount to ensure the raingarden plants and associated vegetation is established to the sole satisfaction of the City. Once the City has determined that the raingarden plants and associated vegetation is established to the sole satisfaction of the City, the City shall return the retained \$1,500 of the Engineering Escrow Amount to the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies or problems relating to grading, drainage, erosion control, or vegetation exceed the initially deposited \$4,000 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the City Engineer Memo dated September 15, 2017 and October 9, 2017 are met, the City will approve the plans for the building expansion on the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

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

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

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

If to Landowner: River Heights Vineyard Church
6070 Cahill Avenue
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of October, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
RIVER HEIGHTS VINEYARD CHURCH**

By: _____
Peter Benedict, Vice President

By: _____
Anita Oakman, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of October, 2017, before me a Notary Public within and for said County, personally appeared to me Peter Benedict and Anita Oakman personally known, who being each by me duly sworn, each did say that they are respectively the Vice President and Secretary of River Heights Vineyard Church, the non-profit corporation named in the foregoing instrument, and said Vice President and Secretary acknowledged said instrument to be the free act and deed of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the Northwest Quarter described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the northwest corner of said Northwest Quarter; thence easterly, along the north line of said Northwest Quarter a distance of 365.00 feet; thence southerly, parallel with the west line of said Northwest Quarter, a distance of 659.98 feet; thence westerly, parallel with said north line, 365.00 feet to said west line; thence northerly to the point of beginning.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	SPCD	OTHER
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP	PRESENT:		Y	N	
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLCIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y	N	COMMENTS:		
COLOR	Y	N	COMMENTS:		
FLOATABLES IN DICHARGES	Y	N	COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:		
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 23, 2017
 Item Type: Administration Regular
 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 requested to take action on the petition to change the name of Hornbean Lake to Hornbeam Lake (Basin 19-47) in Inver Grove Heights and Sunfish Lake.

SUMMARY

Dakota County will hold a Public Hearing on Tuesday, October 31st at 9:00 a.m. to consider changing the name of Hornbean Lake to Hornbeam Lake. A petition has been filed to change the name and the cities of Sunfish Lake and Inver Grove Heights need to either have someone present at the Public Hearing to represent the opinion of the city and state it on record or send a letter to Dakota County to the same effect. Council should take a vote on whether you are in favor of changing the name as petitioned. Please note the change is in the name only.

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

RESOLUTION NO. 17-__

RESOLUTION SUPPORTING NAME CHANGE TO HORNBEAM LAKE

WHEREAS, within the City of Inver Grove Heights a portion of a lake exists identified by the Minnesota Department of Natural Resources as Hornbean Lake with Lake Identification No. 19004700. The official lake name is mistaken. It should be Hornbeam Lake to reflect the historical background and association with the hornbeam trees.

WHEREAS, over the years the lake has been misspelled with the result that it is known in the official records as Hornbean Lake, not Hornbeam Lake.

WHEREAS, Minn. Stat. § 83A.03 provides as follows:

When the commissioner of natural resources shall have given a name to any lake, stream, place, or other geographic feature within the state, such name shall be used in all maps, records, documents, and other publications issued by the state or any of its departments and political subdivisions, and such names shall be deemed the official name of such geographic feature.

WHEREAS, before the Commissioner of Natural Resources changes a name, the Dakota County Board has to make a recommendation.

WHEREAS, a number of citizens are petitioning the Dakota County Board to recommend a change of the name of the lake to Hornbeam Lake.

NOW, THEREFORE, BE IT RESOLVED, the City of Inver Grove Heights does hereby state and determine as follows:

1. The City Council of Inver Grove Heights supports the name change to Hornbeam Lake.
2. The City Council urges the Dakota County Board to take all necessary steps to officially change the name of the lake to Hornbeam Lake.

Passed and duly adopted by the City Council of Inver Grove Heights this 23rd day of October, 2017.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Property Taxation and Records Department

2017 SEP 21 P 12:33

JOHN A. GOSHERIFF
HASTINGS, MN

Joel T. Beckman
Director

Dakota County
Administration Center
1590 Highway 55
Hastings, MN 55033

651.438.4576
Fax 651.438.4399
www.co.dakota.mn.us

September 20, 2017

Mayor George Tourville
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Notice of public hearing on petition to change the name of Hornbean Lake in the
Cities of Sunfish Lake, MN and Inver Grove Heights, MN

Dear Mayor Tourville,

Notice is hereby given that the Dakota County Board of Commissioners will hold a public hearing at 9:00 a.m. on October 31, 2017 in the Dakota County Board Room, Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota regarding the petition to change the name of Hornbean Lake (Basin 19-47) to Hornbeam Lake in the Cities of Sunfish Lake, Minnesota and Inver Grove Heights, Minnesota.

At the hearing legal voters of the County of Dakota, the City of Sunfish Lake and the City of Inver Grove Heights may appear, by attorney or in person, and file an answer to the petition, stating in plain, concise language why the petition should not be granted in whole or in part, and in the answer may ask the county board to give to the body of water a different name than the name requested in the original petition.

Sincerely,

Joel Beckman, Director
Dakota County Property Taxation & Records

cc. Commissioner Tom Landwehr, MN Department of Natural Resources
Mayor Richard Williams, City of Sunfish Lake, MN
Commissioner Mike Slavik, Dakota County Board Chair

