

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, November 13, 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 November 8, 2017
- C. Consider Resolution Seeking a Speed Study Conducted by MnDOT – Inver Grove Trail from Concord Boulevard to Cahill Avenue
- D. Consider Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Street Reconstruction
- E. Resolution Receiving and Approving the Dickman Trail Culvert Report (96" CMP)
- F. Consider Resolution Receiving and Accepting a Proposal from Braun Intertec Corporation for Geotechnical Services
- G. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail
- H. Resolution Receiving and Approving – North Robert District, Alternative 1 and Alternative 2 Preliminary Engineering Reports and the B-Line Sanitary Sewer Modeling Study
- I. Consider Approval of Proposal from Braun Intertec for Geotechnical Evaluation of the Parking Lot at Inver Wood Golf Course
- J. Consider Change Order No 2 – Bid Package 2 – East Rink Floor Project – City Project 2017-05
- K. Consider Resolution Approving the Dakota County 2018 Community Funding Application for Waste Abatement Activities
- L. Consider Inver Grove Heights CVB 2018 Work Plan and Budget
- M. Personnel Actions

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

6. PUBLIC HEARINGS:

A. Public Hearing to Consider Ordering City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project, Authorizing Final Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiations for City Project No. 2017-24

B. Public Hearing to Consider Ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge, Authorizing Final Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiations for City Project No. 2017-03

C. Public Hearing and Consideration of Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Section 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2018

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. CALATLANTIC GROUP, INC; Consider a Resolution relating to a Final PUD and Final Plat for the plat of Blackstone Vista 3rd Addition for property located at 71st Street, south of 70th Street and east of Blackstone Vista.

B. LENNAR CORPORATION; Consider a Resolution relating to Vacation of existing drainage and utility easements within the old plat of Windwood Addition. Property now replated as Windwood 2nd Addition.

II. PUBLIC WORKS:

C. Update for Dakota County Project 26-54 (City Project No. 2015-08 – Reconstruction of 70th Street from Eagan Border to Trunk Highway 3)

III. FINANCE:

D. Resolution Providing for the Sale of \$3,645,000 General Obligation Bonds, Series 2017B

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3

A. Discuss NW Area Park Property Acquisition Strategy

10. 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.

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 not 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 reviewed complaints 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. Councilmember 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, so property owners won't lose privacy. She opined that negotiations won't benefit 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. Klein stated it's a MNDOT policy that states that a driveway entrance should be at a lower volume street. Councilmember Piekarski Krech discussed future plowing hardships for future 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 and 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 the tree, land and driveway loss. 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 brushes 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, stated that 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 greater 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 its 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. She 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 of an impact.

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 the project isn't approved 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 between the residents and 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 project does improve safety. Councilmember Hark stated this is not the best option but will improve the safety. He stated the roundabout isn't feasible. 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. Residents will be assessed. 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; the 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. Kaldunski stated generally residents are supportive of this project. He went over the project schedule and stated that the project would begin in May 2018 and completion scheduled for 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 assessment must be 20% of the project cost.

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, 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. The project will be a full depth mill and overlay 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: Pavement Management Plan (PMP) \$2M, Municipal State Aid (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 McCauley-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. McCauley-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 establish a 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. McCauley-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. McCauley-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. McCauley-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 and 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 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 issue. 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. Interim Chief Folmar responded that the city would have to go through the predatory offender notification process and the applicant is subject to the regulations in place at the time of their hearing.

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 Bartholomew 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

Community Development Director Tom 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. He answered that the neighbor would like that but didn't apply for a 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.

Salmey 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 utility easement is still 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 and security 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 receiving the funds from 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 regulate short-term rentals. Kuntz stated the highest misdemeanor is \$1,000.

Tourville stated staff is stating this is difficult for staff to monitor and enforce. 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 enforcing this type of ordinance will be difficult.

Councilmember Piekarski Krech 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 exchanging monies then it changes.

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

Judy Thill, Fire Chief presented on the item. She stated a group made 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 purchased 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 a 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 spots, 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 non-profit status. 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 keep working 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 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 streets.

He went over the approval of the 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 policy 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 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 that 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 has taken all of this into consideration with a policy that 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.

Councilmember 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.

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 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 parameters 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 become a park-and-ride travelling 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 apply 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 it's 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 Lakhani and Brett Rose, 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 Alfinson, CDA representative, recapped 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% of 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 Inver Grove Heights 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 L.O.G.I.S. He stated benefits would reduce redundancy, the cost would be reduced and operations streamlined. He talked about the next steps of the process.

They will seek for approval 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 is 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.

Ebeling stated there would be operational costs to the City but Lynch stated revenues would happen at 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. Ebeling 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. He stated it would go to the ISPs. Lynch stated its 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 study. 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 some 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 house staffing will be decreased at Oakland and Groveland. Ice will still be made. People can utilize the site but will not have a warming house. 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. 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 for the east rink is 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 for 2018 interest will include 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 Moynihan 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, Moynihan stated the trend has been 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: November 13, 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 19, 2017 to November 8, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 8, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$475,193.19
Debt Service & Capital Projects	2,593,232.39
Enterprise & Internal Service	431,779.03
Escrows	17,557.90
Grand Total for All Funds	<u><u>\$3,517,762.51</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 19, 2017 to November 8, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 8, 2017**

WHEREAS, a list of disbursements for the period ending November 8, 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	\$475,193.19
Debt Service & Capital Projects	2,593,232.39
Enterprise & Internal Service	431,779.03
Escrows	17,557.90
 Grand Total for All Funds	 <u><u>\$3,517,762.51</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of November, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/19/2017 - 11/08/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0068123	10/27/2017	UNION DUES (AFSCME FAIR SH/	101.203.2031000	70.52
AFSCME COUNCIL 5	INV0068124	10/27/2017	UNION DUES (AFSCME FULL SH/	101.203.2031000	908.20
AFSCME COUNCIL 5	INV0068125	10/27/2017	UNION DUES (AFSCME PT FAIR	101.203.2031000	26.44
AFSCME COUNCIL 5	INV0068126	10/27/2017	UNION DUES (AFSCME FULL SH/	101.203.2031000	89.65
ALADTEC, INC.	2017-102668	11/08/2017	10/18/17	101.42.4200.423.30700	3,276.00
AT & T MOBILITY	287237771092X10122017	10/25/2017	287237771092	101.41.1000.413.50020	32.32
AT & T MOBILITY	287237771092X10122017	10/25/2017	287237771092	101.43.5100.442.50020	32.32
BITUMINOUS ROADWAYS, INC.	26904	10/25/2017	35265	101.43.5200.443.60016	23,435.58
BOLTON & MENK, INC.	0209578	11/08/2017	x11.114659	101.43.5100.442.30300	803.00
BULLEX, INC.	109116	11/08/2017	9/26/17	101.42.0000.3630000	34,204.00
CENTURY LINK	10/19/17 651 455 9072 782	10/31/2017	651 455 9072 782	101.42.4200.423.50020	40.50
CITY OF MINNEAPOLIS RECEIVABLES	400451001521	11/08/2017	612005356	101.42.4000.421.30700	1,461.60
COMCAST	10/5/17 8772 10 591 0359526	10/25/2017	8772 10 591 0359526	101.42.4200.423.30700	10.54
DAKOTA COUNTY TECHNICAL COLLEGE	170666	11/08/2017	PURSUIT REFRESHER	101.42.4000.421.50080	450.00
DAKOTA COUNTY TECHNICAL COLLEGE	178487	11/08/2017	PURSUIT REFRESHER	101.42.4000.421.50080	225.00
DAKOTA COUNTY TECHNICAL COLLEGE	183176	11/08/2017	PURSUIT REFRESHER	101.42.4000.421.50080	450.00
DAKOTA COUNTY TECHNICAL COLLEGE	184421	11/08/2017	PURSUIT REFRESHER	101.42.4000.421.50080	450.00
DAKOTA COUNTY TECHNICAL COLLEGE	187320	11/08/2017	PURSUIT REFRESHER	101.42.4000.421.50080	900.00
DAKOTA CTY FINANCIAL SVCS	00027436	10/31/2017	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00027436	10/31/2017	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00027436	10/31/2017	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 10/17	10/20/2017	Electric	101.44.6000.451.40020	3,882.77
DAKOTA ELECTRIC ASSN	250165-8 10/17	10/20/2017	Electric	101.44.6000.451.40020	554.05
DAKOTA ELECTRIC ASSN	393563-2 10/17	10/20/2017	Electric	101.44.6000.451.40020	411.03
DAKOTA ELECTRIC ASSN	426713-4 10/17	10/20/2017	Electric	101.43.5400.445.40020	46.65
DAKOTA ELECTRIC ASSN	443054-2 10/17	10/20/2017	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 10/17	10/20/2017	Electric	101.43.5400.445.40020	1,211.26
EFTPS	INV0068144	10/27/2017	FEDERAL WITHHOLDING	101.203.2030200	55,007.82
EFTPS	INV0068146	10/27/2017	MEDICARE WITHHOLDING	101.203.2030500	14,094.24
EFTPS	INV0068147	10/27/2017	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	42,654.24
ESS BROTHERS & SONS INC	XX8216	10/25/2017	10/4/17	101.43.5200.443.60016	452.00
FIRSTSCRIBE	2474743	11/08/2017	10/1/1	101.43.5100.442.40044	250.00
GALLS INC	008602258	11/08/2017	1001727847	101.42.4000.421.60010	16.99
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0068129	10/27/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0068130	10/27/2017	HSA ELECTION-SINGLE	101.203.2032500	3,721.85
GENESIS EMPLOYEE BENEFITS, INC	IN1123289	10/25/2017	8/1/17-8/31/17	101.42.4000.421.30550	41.25
GENESIS EMPLOYEE BENEFITS, INC	IN1123361	11/08/2017	3Q 2017	101.42.4000.421.30550	41.25
GENESIS EMPLOYEE BENEFITS, INC	IN1123566	11/08/2017	9/1/17-9/30/17	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	10/31/17	10/31/2017	FLEX COMP SPEND DED PAY	101.203.2031500	6,073.05
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.41.1100.413.30550	7.83
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.41.2000.415.30550	10.18
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.42.4000.421.30550	41.71
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.42.4200.423.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.43.5000.441.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.43.5100.442.30550	10.44
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.43.5200.443.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.44.6000.451.30550	6.11
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.45.3000.419.30550	2.35
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	101.45.3300.419.30550	7.83
GERRY'S FIRE & SAFETY INC	56586	10/25/2017	10/11/17	101.42.4200.423.40042	298.75
GERRY'S FIRE & SAFETY INC	56655	10/31/2017	10/19/17	101.42.4200.423.40042	55.00
GODFREY, JASON	10/20/17	11/08/2017	REIMBURSE - UNIFORM	101.42.4000.421.60045	87.99
GOODPOINTE TECHNOLOGY, INC.	3742	11/08/2017	51-7852955-6	101.43.5100.442.40044	9,870.00
HEALTSEAST MEDICAL TRANSPORTATION	17-39330	10/25/2017	17-39330	101.42.4000.421.30700	85.00
HILLYARD INC	602735164	10/31/2017	274086	101.42.4200.423.60011	272.50
HOME DEPOT USA INC.	213963	11/08/2017	CITY CONTRACTOR LICENSE	101.45.0000.3219500	50.00
ICMA	RENEWALS 2018	10/25/2017	140748	101.41.1100.413.50070	1,144.08
ICMA RETIREMENT TRUST - 457	INV0068131	10/27/2017	ICMA-AGE <49 %	101.203.2031400	5,440.26
ICMA RETIREMENT TRUST - 457	INV0068132	10/27/2017	ICMA-AGE <49	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0068133	10/27/2017	ICMA-AGE 50+ %	101.203.2031400	1,570.78
ICMA RETIREMENT TRUST - 457	INV0068134	10/27/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0068135	10/27/2017	ICMA (EMPLOYER SHARE ADMIN	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0068142	10/27/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0068143	10/27/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ING DIRECT	INV0067564	10/13/2017	MSRS-HCSP	101.203.2032200	571.09
INTOXIMETERS	579034	11/08/2017	C000MNNINVO	101.42.4000.421.60065	95.00
INVER HILLS COMMUNITY COLLEGE	00249837	10/31/2017	13825332	101.42.4200.423.30700	566.49
KING TRAINING INNOVATIONS LLC.	41	10/31/2017	9/21/17	101.42.4200.423.60018	4,900.00
KING TRAINING INNOVATIONS LLC.	45	10/31/2017	9/21	101.42.4200.423.60018	1,057.26
LANGUAGE LINE SERVICES	4171381	10/25/2017	9020909043	101.42.4000.421.50020	10.29
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Community Development B	11/08/2017	Legal	101.45.3000.419.30420	144.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Council Meetings B	11/08/2017	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Engineering B	11/08/2017	Legal	101.43.5100.442.30420	1,680.50
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Mayor/CC B	11/08/2017	Legal	101.41.1000.413.30420	3,524.65
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Mihn Development B	11/08/2017	Legal	101.45.3200.419.30420	742.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Planning B	11/08/2017	Legal	101.45.3200.419.30420	2,386.80

LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Public Works B	11/08/2017	Legal	101.43.5000.441.30420	720.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Rauschnt Property Zoning - Truck	11/08/2017	Legal	101.45.3000.419.30420	192.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I 44268		10/25/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I 44278		10/31/2017	111541	101.42.4200.423.30700	129.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I 44300		10/25/2017	106325	101.42.4000.421.70501	45.00
LVC COMPANIES, INC.	SOI.138272	10/25/2017	85892	101.42.4200.423.40040	315.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1272618	11/08/2017	012439	101.203.2031700	2,977.78
METROPOLITAN COUNCIL	SEPTEMBER 2017	10/25/2017	SEPTEMBER 2017	101.41.0000.3414000	(372.75)
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0068127	10/27/2017	STEVE HER FEIN/TAXPAYER ID:	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0068128	10/27/2017	JOEL JACKSON FEIN/TAXPAYER	101.203.2032100	432.57
MN DEPT OF COMMERCE	204476	10/31/2017	UNCLAIMED PROPERTY	101.43.5200.443.50080	300.00
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	101.207.2070300	149.66
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	101.207.2070300	0.06
MN DEPT OF REVENUE	INV0068145	10/27/2017	STATE WITHHOLDING	101.203.2030300	21,587.90
MN LIFE INSURANCE CO	NOVEMBER 2017	11/08/2017	POLICY #0072324	101.203.2030900	3,393.28
MN NCPERS LIFE INSURANCE	NOVEMBER 2017	11/08/2017	NOVEMBER 2017	101.203.2031600	304.00
MN STATE FIRE CHIEFS ASSOCIATION	2008	11/08/2017	10/24/17	101.42.4200.423.50080	40.00
MOORE MEDICAL LLC	99656136	10/25/2017	21185816	101.42.4200.423.60065	216.53
MSFDA	2018	11/08/2017	2018 MEMBERSHIP DUES	101.42.4200.423.50070	690.00
NATURE CALLS, INC.	25454	10/31/2017	SEPTEMBER 2017	101.44.6000.451.40065	1,962.05
NRG ENERGY INC	0008356682384	11/08/2017	008000127767	101.43.5400.445.40020	1,999.71
NRG ENERGY INC	0008356682384	11/08/2017	008000127767	101.44.6000.451.40020	39.32
NRG ENERGY INC	000856682387	11/08/2017	008000127768	101.43.5400.445.40020	1,401.87
NRG ENERGY INC	000856682387	11/08/2017	008000127768	101.44.6000.451.40020	76.69
PERA	INV0068136	10/27/2017	PERA COORDINATED PLAN	101.203.2030600	36,062.00
PERA	INV0068137	10/27/2017	EMPLOYER SHARE (EXTRA PER	101.203.2030600	2,774.03
PERA	INV0068138	10/27/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0068139	10/27/2017	EMPLOYER SHARE (PERA DEFIN	101.203.2030600	69.23
PERA	INV0068140	10/27/2017	PERA POLICE & FIRE PLAN	101.203.2030600	15,162.63
PERA	INV0068141	10/27/2017	EMPLOYER SHARE (POLICE & FI	101.203.2030600	22,743.94
PETTY CASH	11/6/17	11/08/2017	PETTY CASH REQUEST	101.45.3300.419.50080	13.17
PETTY CASH	11/6/17	11/08/2017	PETTY CASH REQUEST	101.45.3300.419.60040	24.10
PRECISE MRM	IN200-1014429	10/25/2017	000208	101.43.5200.443.30700	26.71
PROFESSIONAL LAW ENFORCEMENT ASSISTAN	2017 FALL TRAINING	10/25/2017	11/8/17-11/9/17 TRAINING	101.42.4000.421.50080	40.00
PROPHOENIX CORP	2017327	10/25/2017	10/13/17	101.42.4000.421.50080	475.00
SAVATREE	4732127	10/25/2017	1522249	101.43.5200.443.40046	100.00
SCOTT COUNTY TREASURER	IN21012	11/08/2017	10/25/17	101.42.4000.421.50080	1,400.00
SHORT ELLIOTT HENDRICKSON, INC.	339318	11/08/2017	4340	101.43.5100.442.30300	339.94
SMITH, JEANNE	10/30/17	10/31/2017	REFUND - MISAPPLIED ASSESSM	101.00.0000.3660000	600.00
SPRINT	842483314-191	11/02/2017	Telephone	101.41.1000.413.50020	34.99
SPRINT	842483314-191	11/02/2017	Telephone	101.41.1100.413.50020	34.99
SPRINT	842483314-191	11/02/2017	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-191	11/02/2017	Telephone	101.45.3000.419.50020	69.98
STERLING CODIFIERS	19742	10/25/2017	IN0921	101.41.1100.413.30700	569.00
STREICHER'S	11284622	11/08/2017	285	101.42.4000.421.60018	2,559.92
T MOBILE	10/9/17 494910368	11/08/2017	494910368	101.43.5100.442.50020	49.99
TACTICAL SOLUTIONS	6170	10/25/2017	6/8/17	101.42.4000.421.60018	485.00
TYLER TECHNOLOGIES, INC	025-204865	11/08/2017	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0075984-MN	10/31/2017	006745	101.41.1100.413.30500	190.00
UNIFIRST CORPORATION	090-0387341	10/31/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0387341	10/31/2017	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090-0388440	10/31/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0388440	10/31/2017	1051948	101.44.6000.451.60045	24.47
URBAN LAND INSTITUTE	2372465	10/25/2017	327077	101.45.3000.419.50070	220.00
VERIFIED CREDENTIALS, INC.	270322	10/25/2017	8/31/17	101.41.1100.413.30500	1,207.50
VERIFIED CREDENTIALS, INC.	272649	11/08/2017	10/31/17	101.41.1100.413.30700	237.75
VERIFIED CREDENTIALS, INC.	272656	11/08/2017	10/31/17	101.41.1100.413.30500	759.50
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.41.1000.413.50020	140.04
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.42.4000.421.50020	757.25
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.42.4200.423.50020	701.59
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.43.5000.441.50020	51.50
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.43.5100.442.50020	344.01
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.43.5200.443.50020	363.34
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.44.6000.451.50020	509.87
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	101.45.3300.419.50020	297.18
VERIZON WIRELESS	9795142506	11/08/2017	942147853-00001	101.42.4000.421.50020	522.40
WASHINGTON COUNTY SHERIFF DEPT	129784	10/25/2017	76249	101.42.4000.421.50080	60.00
XCEL ENERGY	563940691	10/13/2017	Gas & Electric	101.42.4200.423.40010	162.73
XCEL ENERGY	563940691	10/13/2017	Gas & Electric	101.42.4200.423.40020	1,503.35
XCEL ENERGY	564113917	10/13/2017	Gas & Electric	101.43.5400.445.40020	8,817.31
XCEL ENERGY	564113917 CR	10/13/2017	Gas & Electric	101.43.5200.443.40020	(321.41)
XCEL ENERGY	564870555	10/13/2017	Gas & Electric	101.42.4000.421.40042	44.00
XCEL ENERGY	565068069	10/13/2017	Gas & Electric	101.44.6000.451.40010	127.91
XCEL ENERGY	565068069 CR	10/13/2017	Gas & Electric	101.44.6000.451.40020	(1,527.04)
Fund: 101 - GENERAL FUND					386,615.40
ENSEMBLE CREATIVE & MARKETING	IGH081517	10/25/2017	8/15/17	201.44.1600.465.50025	599.00
ENSEMBLE CREATIVE & MARKETING	IGH101217	10/25/2017	SEPTEMBER 2017	201.44.1600.465.50025	1,243.85
MISSISSIPPI PUB	38	10/25/2017	8/16/17	201.44.1600.465.50025	100.00
MN DEPT OF COMMERCE	203323	10/27/2017	UNCLAIMED PROPERTY	201.44.1600.465.50025	250.00
PIONEER PRESS	0917563204	10/25/2017	563204	201.44.1600.465.50025	4,750.00
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-1117	11/08/2017	2017 MEDIA PANEL	201.44.1600.465.50025	800.00
Fund: 201 - C.V.B. FUND					7,742.85

CLIMB THEATRE	2017-0107	10/31/2017	7/26/17	204.44.6100.452.30700	500.00
FEDDERLY, CARRIE	11/1/17	11/08/2017	REFUND - LOW ENROLLMENT	204.44.0000.3470000	45.00
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	204.44.6100.452.30550	0.86
MADISON NATIONAL LIFE INSURANCE COMPAN	1272618	11/08/2017	012439	204.44.6100.452.20630	(1.85)
MAYER ARTS INC	2955	10/31/2017	10/11/17	204.44.6100.452.30700	288.00
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	204.207.2070300	276.06
MN LIFE INSURANCE CO	NOVEMBER 2017	11/08/2017	POLICY #0072324	204.44.6100.452.20620	(0.74)
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	204.44.6100.452.50020	51.50
ZERO GRAVITY ENTERTAINMENT	10/23/17	10/25/2017	BOO BASH	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					1,458.83
AMBROSE, SUE	11/2/17	11/08/2017	REFUND - LOW ENROLLMENT	205.44.0000.3493501	94.00
BARTON, JANICE	10/19/17	10/31/2017	SENIOR TRIP - REFUND	205.44.0000.3493501	25.00
BERGSTROM, MARION	10/19/17	10/31/2017	SENIOR TRIP - REFUND	205.44.0000.3493501	25.00
COMMON SENSE BUILDING SERVICES, INC.	42128	11/08/2017	10/15/17	205.44.6200.453.40040	6,835.81
COREY, DIANE	10/19/17	10/31/2017	SENIOR TRIP - REFUND	205.44.0000.3493501	25.00
EZ FITNESS SOLUTIONS, LLC	17-0005	11/08/2017	10/23/17	205.44.6200.453.40042	750.00
EZ FITNESS SOLUTIONS, LLC	17-0006	11/08/2017	10/25/17	205.44.6200.453.40042	539.20
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	205.44.6200.453.30550	1.31
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	205.44.6200.453.30550	1.30
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	205.44.6200.453.30550	8.69
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	205.44.6200.453.30550	2.61
HEALTHY CONTRIBUTIONS LLC	9/1/17	10/31/2017	IND11359	205.44.6200.453.70600	15.15
HUEBSCH SERVICES	3957051	10/31/2017	92965	205.44.6200.453.40040	252.99
HUEBSCH SERVICES	3957051	10/31/2017	92965	205.44.6200.453.40040	63.24
HUEBSCH SERVICES	3969883	11/08/2017	92965	205.44.6200.453.40040	459.00
JOHNSON, JUDITH	10/19/17	10/31/2017	SENIOR TRIP - CANCELLED	205.44.0000.3493501	25.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1272618	11/08/2017	012439	205.44.6200.453.20630	(16.61)
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	205.207.2070300	5,585.53
MN LIFE INSURANCE CO	NOVEMBER 2017	11/08/2017	POLICY #0072324	205.44.6200.453.20620	(6.64)
PETTY CASH - TERI O'CONNOR	11/1/17	11/02/2017	2017/2018 HOCKEY SEASON	205.100.1010400	1,500.00
PUSH PEDAL PULL	202051	10/31/2017	3601401	205.44.6200.453.80800	20,121.48
RECREATION SUPPLY COMPANY	330647	10/31/2017	WS231900	205.44.6200.453.60012	505.78
RECREATION SUPPLY COMPANY	331382	11/08/2017	WS231900	205.44.6200.453.60016	451.50
ROESLER, PAMELA	9/25/17	10/25/2017	ROOM CANCELLATION REFUND	205.207.2070300	6.45
ROESLER, PAMELA	9/25/17	10/25/2017	ROOM CANCELLATION REFUND	205.44.0000.3492500	90.45
SIGN RESULTS LLC	9/6/17	10/31/2017	9/6/17-10/9/17	205.44.6200.453.40050	185.00
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	205.44.6200.453.50020	79.35
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	205.44.6200.453.50020	67.89
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	205.44.6200.453.50020	51.50
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	205.44.6200.453.50020	67.88
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	205.44.6200.453.50020	22.17
XCEL ENERGY	565068069	10/13/2017	Gas & Electric	205.44.6200.453.40010	2,667.66
XCEL ENERGY	565068069	10/13/2017	Gas & Electric	205.44.6200.453.40010	423.19
XCEL ENERGY	565068069	10/13/2017	Gas & Electric	205.44.6200.453.40020	1,217.79
XCEL ENERGY	565068069	10/13/2017	Gas & Electric	205.44.6200.453.40020	9,808.71
Fund: 205 - COMMUNITY CENTER					51,952.38
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	290.45.3000.419.30550	0.26
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 EDA B	11/08/2017	Legal	290.45.3000.419.30420	128.00
SRF CONSULTING GROUP, INC	10329.00-1	10/25/2017	8/31/17	290.45.3000.419.30700	1,606.36
Fund: 290 - EDA OPERATING					1,734.62
AMERICAN MEDICAL RESERACH INC.	6950 DIXIE 10/30/17	10/31/2017	RELOCATION COSTS CHAD SHU	291.45.3000.419.80100	18,540.00
EVERGREEN LAND SERVICES	00-11874	10/25/2017	9/28/17	291.45.3000.419.30700	1,006.01
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 McPhillips B	11/08/2017	Legal	291.45.3000.419.30420	516.00
REPUBLIC SERVICES	0923-003401461	10/25/2017	3-0923-0064448	291.45.3000.419.30700	627.10
SHUSTER, CHAD	RELOCATION PMT #2	11/07/2017	RELOCATION PMT #2	291.45.3000.419.80100	2,500.00
SHUSTER, DORIS & STEVEN	RELOCATION PMT #2	11/08/2017	RELOCATION PMT #2	291.45.3000.419.80100	2,500.00
Fund: 291 - EDA ACQUISITIONS					25,689.11
EHLERS AND ASSOCIATES, INC.	75180	10/25/2017	10/13/17	366.57.9000.570.30150	2,250.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					2,250.00
METROPOLITAN COUNCIL	SEPTEMBER 2017	10/25/2017	SEPTEMBER 2017	404.217.2170000	37,275.00
Fund: 404 - SEWER CONNECTION FUND					37,275.00
DCA TITLE APPLEVALLEY	17-100119 RC	10/24/2017	5.0 ACRES 9250 COURTHOUSE E	434.42.4200.423.80100	839,107.69
DCA TITLE APPLEVALLEY	17-100120 RC	10/24/2017	6.68 ACRES - CARLSON PROPEF	434.42.4200.423.80100	1,093,396.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Fire Station No. 2 B	11/08/2017	Legal	434.42.4200.423.30420	2,600.60
Fund: 434 - 2014 IMPROVEMENT FUND					1,935,104.29
AMERICAN ENGINEERING TESTING, INC.	98427	11/08/2017	INV001	436.73.5900.736.30300	2,122.50
BARR ENGINEERING COMPANY	23191332.00-12	11/08/2017	B3619-0003	436.73.5900.736.30300	889.00
HOISINGTON KOEGLER GROUP INC.	016-062-9	10/25/2017	016-062	436.73.5900.736.30700	11,885.00
HOISINGTON KOEGLER GROUP INC.	016-062-10	10/25/2017	016-062	436.73.5900.736.30700	13,151.42
WSB & ASSOCIATES, INC.	10/24/17 11	11/08/2017	0-001702-280	436.44.5900.736.30300	620.00
WSB & ASSOCIATES, INC.	10/25/17 5	11/08/2017	r-010132-000	436.44.5900.736.30300	4,684.00
Fund: 436 - 2016 IMPROVEMENT FUND					33,351.92
KIMLEY-HORN & ASSOCIATES, INC.	9979495	11/08/2017	160509033.3	437.44.5900.737.30300	2,175.65
KIMLEY-HORN & ASSOCIATES, INC.	10105162	11/08/2017	160509033.3	437.44.5900.737.30300	13,808.74
Fund: 437 - 2017 IMPROVEMENT FUND					15,984.39

AMERICAN ENGINEERING TESTING, INC.	97526	11/08/2017	INV001	440.74.5900.740.30300	6,073.00
AMERICAN ENGINEERING TESTING, INC.	98426	11/08/2017	INV001	440.74.5900.740.30300	339.25
KIMLEY-HORN & ASSOCIATES, INC.	10127242	11/08/2017	160509021.3	440.74.5900.740.30300	24,603.65
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1509D Broderick Blvd Impr Proje	11/08/2017	Legal	440.74.5900.740.30420	2,143.78
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1709E-93rd St & Abigail Ct B	11/08/2017	Legal	440.74.5900.740.30420	160.75
LUHR, BARB	10/30/17	10/31/2017	REIMBURSEMENT - DAMAGES P	440.74.5900.740.70500	65.00
SHORT ELLIOTT HENDRICKSON, INC.	339739	11/08/2017	4340	440.74.5900.740.30300	8,121.04
SRF CONSULTING GROUP, INC	09278.00-14	11/08/2017	9/30/17	440.74.5900.740.30300	429.36
XCEL ENERGY	566504002	11/08/2017	51-7852955-6	440.74.5900.740.70500	22,558.90
Fund: 440 - PAVEMENT MANAGEMENT PROJ					64,494.73
DAKOTA CTY SOIL & WATER	2756	11/08/2017	JULY-SEPTEMBER 2017	441.74.5900.741.60065	6,000.00
SPECIALIZED ENVIRONMENTAL TECH INC	22471	11/08/2017	10984	441.74.5900.741.60065	3,060.00
Fund: 441 - STORM WATER MANAGEMENT					9,060.00
FRIENDS OF THE MISSISSIPPI RIVER	IGH-10/19/17	11/08/2017	STEWARDSHIP PROGRAM	444.74.5900.744.30700	4,220.00
Fund: 444 - PARK CAPITAL REPLACEMENT					4,220.00
AMERICAN ENGINEERING TESTING, INC.	97527	11/08/2017	INV001	446.74.5900.746.30300	360.00
BOLTON & MENK, INC.	0208028	11/08/2017	T18.108658	446.74.5900.746.30300	2,500.00
BOLTON & MENK, INC.	0208033	11/08/2017	T18.112733	446.74.5900.746.30300	15,955.50
BOLTON & MENK, INC.	0208035	11/08/2017	T18.113208	446.74.5900.746.30300	180.00
EVERGREEN LAND SERVICES	00-11862	11/08/2017	8/2/17	446.74.5900.746.30300	80.00
EVERGREEN LAND SERVICES	00-11877	11/08/2017	9/28/17	446.74.5900.746.30300	398.98
EVERGREEN LAND SERVICES	00-11877	11/08/2017	9/28/17	446.74.5900.746.30300	99.75
EVERGREEN LAND SERVICES	00-11878	11/08/2017	9/28/17	446.74.5900.746.30300	80.00
G.F. JEDLICKI, INC.	PAY VO. NO. 4	10/31/2017	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	403,101.37
GLENLIN PROPERTIES LLC AND LEONARD, O'BF	SETTLEMENT 2015-13 BOULDER CLAIM	11/08/2017	SETTLEMENT 2015-13 BOULDER	446.74.5900.746.70600	1,500.00
KIMLEY-HORN & ASSOCIATES, INC.	10082320	10/31/2017	160547020.3	446.74.5900.746.30300	553.86
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1503-65th St B/W Hwy 3 & Arge	11/08/2017	Legal	446.74.5900.746.30420	1,679.40
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1512-Impr Project B	11/08/2017	Legal	446.74.5900.746.30420	481.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1513-Impr Project B	11/08/2017	Legal	446.74.5900.746.30420	216.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 #1724 65th & Hwy 3 B	11/08/2017	Legal	446.74.5900.746.30420	40.50
SEAN PATRICK BUTTS	7699.1	11/08/2017	2017-3 HWY 3 & 65TH ST W	446.74.5900.746.30300	2,250.00
SEAN PATRICK BUTTS	7700.1	11/08/2017	2017-3 HWY 3 & 65TH ST W	446.74.5900.746.30300	2,800.00
WENCK ASSOCIATES, INC.	11706528	11/08/2017	B3619-0003	446.74.5900.746.30300	1,665.00
WSB & ASSOCIATES, INC.	10/17/17 1	11/08/2017	R-010829-000	446.74.5900.746.30300	2,759.50
WSB & ASSOCIATES, INC.	10/17/17 3	11/08/2017	0-001702-290	446.74.5900.746.30300	6,968.00
WSB & ASSOCIATES, INC.	10/27/17 5	11/08/2017	0-003599-000	446.74.5900.746.30300	867.80
WSB & ASSOCIATES, INC.	10/27/17 5	11/08/2017	0-003599-000	446.74.5900.746.30300	23,715.40
WSB & ASSOCIATES, INC.	10/27/17 5	11/08/2017	0-003599-000	446.74.5900.746.30300	3,471.20
WSB & ASSOCIATES, INC.	10/27/17 5	11/08/2017	0-003599-000	446.74.5900.746.30300	451.25
WSB & ASSOCIATES, INC.	10/27/17 5	11/08/2017	0-003599-000	446.74.5900.746.30300	5,928.85
Fund: 446 - NW AREA					478,103.36
NORTHERN TECHNOLOGIES, LLC	23853	11/08/2017	17.IGH02048.000	448.74.5900.748.30340	1,600.00
SEAN PATRICK BUTTS	7711	11/08/2017	11/1/17	448.74.5900.748.30700	3,200.00
Fund: 448 - NWA - STORM WATER					4,800.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 AmericInn Land Sale B	11/08/2017	Legal	449.45.3000.419.30420	547.20
PIONEER ENGINEERING	20170731071	10/25/2017	7/31/17	449.45.3000.419.30700	4,450.00
Fund: 449 - COMMUNITY PROPERTY					4,997.20
BARR ENGINEERING COMPANY	23190218.00-253	10/25/2017	4/22/17-5/19/17	451.75.5900.751.30700	2,432.00
BARR ENGINEERING COMPANY	23190218.00-257	10/25/2017	7/15/17-9/8/17	451.75.5900.751.30700	159.50
JOEL CARLSON	10/16/17	10/31/2017	NOVEMBER 2017	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					3,591.50
BLACKTOP PROS, LLC	17-315	10/25/2017	10/16/17	501.50.7100.512.40046	1,800.00
BLACKTOP PROS, LLC	17-371	11/08/2017	11/2/17	501.50.7100.512.60016	2,600.00
CITY OF BLOOMINGTON	1700186	11/08/2017	11/2/17	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	501.50.7100.512.30550	11.24
GOODIN COMPANY	02239619-00	10/25/2017	1001619	501.50.7100.512.40040	56.25
GOODIN COMPANY	02239619-01	10/25/2017	1001619	501.50.7100.512.40040	2.87
GOPHER STATE ONE-CALL	7100463	11/08/2017	MN00435	501.50.7100.512.30700	641.25
MN DEPT OF COMMERCE	204476	10/31/2017	UNCLAIMED PROPERTY	501.50.7100.512.50080	300.00
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	501.207.2070200	6,072.28
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	501.207.2070300	5.34
NRG ENERGY INC	0008356682384	11/08/2017	008000127767	501.50.7100.512.40020	3,635.27
NRG ENERGY INC	000856682387	11/08/2017	008000127768	501.50.7100.512.40020	3,316.86
SHORT ELLIOTT HENDRICKSON, INC.	340347	10/25/2017	4340	501.50.7100.512.30700	1,902.09
SPRINT	842483314-191	11/02/2017	Telephone	501.50.7100.512.50020	69.98
TKDA	002017004139	10/31/2017	0015781.002	501.50.7100.512.30700	1,614.97
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	501.50.7100.512.50020	402.12
XCEL ENERGY	564132947	10/13/2017	Gas & Electric	501.50.7100.512.40010	700.67
XCEL ENERGY	564132947	10/13/2017	Gas & Electric	501.50.7100.512.40020	17,376.17
Fund: 501 - WATER UTILITY FUND					40,927.36

AUTOMATIC SYSTEMS CO.	32162	10/31/2017	INVE01	502.51.7200.514.40042	315.45
DAKOTA CTY TREASURER	SEPTEMBER 2017	10/25/2017	SEPTEMBER 2017	502.207.2070100	88.00
ELECTRIC PUMP INC	0061310-IN	10/25/2017	0013682	502.51.7200.514.40042	3,614.96
FLEXIBLE PIPE TOOL COMPANY	21713	10/31/2017	10/24/17	502.51.7200.514.40042	1,015.15
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	502.51.7200.514.30550	7.03
METROPOLITAN COUNCIL	0001073791	11/08/2017	5084	502.51.7200.514.40015	157,054.27
NRG ENERGY INC	0008356682384	11/08/2017	008000127767	502.51.7200.514.40020	14.65
NRG ENERGY INC	000856682387	11/08/2017	008000127768	502.51.7200.514.40020	144.97
XCEL ENERGY	564132947	10/13/2017	Gas & Electric	502.51.7200.514.40010	27.92
XCEL ENERGY	564132947	10/13/2017	Gas & Electric	502.51.7200.514.40020	1,244.90

Fund: 502 - SEWER UTILITY FUND
163,527.30

ARAMARK REFRESHMENT SERVICES	1296102	10/25/2017	48128	503.52.8300.524.76100	67.49
ARAMARK REFRESHMENT SERVICES	1298649	11/08/2017	48128	503.52.8300.524.76100	67.49
AT & T MOBILITY	287237771092X10122017	10/25/2017	287237771092	503.52.8500.526.50020	32.32
BREAKTHRU BEVERAGE MINNESOTA	1090770848	10/25/2017	102294	503.52.8300.524.76150	176.00
COVERALL OF THE TWIN CITIES INC	7070242556	10/25/2017	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	201360-5 10/17	10/20/2017	Electric	503.52.8600.527.40020	213.80
DENNY'S 5TH AVENUE BAKERY	679418	10/25/2017	IW185	503.52.8300.524.76050	48.62
DENNY'S 5TH AVENUE BAKERY	680271	10/25/2017	IW185	503.52.8300.524.76050	47.00
DENNY'S 5TH AVENUE BAKERY	681108	11/08/2017	IW185	503.52.8300.524.76050	47.00
DEX MEDIA	10/20/17 110360619	11/08/2017	110360619	503.52.8500.526.50025	91.42
DRAFT TECHNOLOGIES	10231702	11/08/2017	10/23/17	503.52.8300.524.40042	55.00
DRAFT TECHNOLOGIES	11061704	11/08/2017	11/6/17	503.52.8300.524.40042	55.00
ESCAPE FIRE PROTECTION LLC	22256	11/08/2017	10/27/17	503.52.8500.526.40040	370.00
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	503.52.8000.521.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	503.52.8600.527.30550	2.61
HORNUNG'S GOLF PRODUCTS, INC.	424054	11/08/2017	210618	503.52.8200.523.76400	129.63
M. AMUNDSON LLP	246407	10/25/2017	902858	503.52.8300.524.76050	126.74
MN DEPT OF PUBLIC SAFETY	LIQUOR APPLICATION - GOLF COURSE 2011	10/31/2017	45814	503.52.8500.526.50070	20.00
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	503.207.2070300	13,452.46
MN LIFE INSURANCE CO	NOVEMBER 2017	11/08/2017	POLICY #0072324	503.52.8600.527.20620	3.63
MTI DISTRIBUTING CO	1122331-00	10/18/2017	402307	503.52.8600.527.60008	335.69
MTI DISTRIBUTING CO	1130102-00	10/18/2017	402307	503.52.8600.527.60008	(335.69)
MTI DISTRIBUTING CO	1145841-00	11/08/2017	INV001	503.52.8600.527.40042	145.76
NATURE CALLS, INC.	25433	11/08/2017	9/30/17	503.52.8600.527.40065	124.27
NRG ENERGY INC	0008356682384	11/08/2017	008000127767	503.52.8600.527.40020	8.53
PUFFY CREAM DONUTS	1705	10/25/2017	10/1/17	503.52.8300.524.76050	97.50
SHAMROCK GROUP	2153836-A	10/25/2017	07176	503.52.8300.524.76100	60.95
SOUTH BAY DESIGN	110117	11/08/2017	INVERWOOD	503.52.8500.526.50025	60.00
SOUTH SUBURBAN RENTAL INC	361913	11/08/2017	9757	503.52.8600.527.40050	120.62
TDS METROCOM	10/13/17 651 457 3667	10/25/2017	651 457 3667	503.52.8500.526.50020	262.55
TOLL GAS & WELDING SUPPLY	10214396	11/08/2017	c1376	503.52.8600.527.60012	67.10
UNIFIRST CORPORATION	090 0386331	10/25/2017	1258268	503.52.8600.527.60045	70.04
UNIFIRST CORPORATION	090 0387428	11/08/2017	1258268	503.52.8600.527.60045	71.01
UNIFIRST CORPORATION	090 0388522	11/08/2017	1258268	503.52.8600.527.60045	69.94
UNIFIRST CORPORATION	090 0389664	11/08/2017	1258268	503.52.8600.527.60045	69.94
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	503.52.8500.526.50020	282.01
WESTERN PETROLEUM COMPANY	97521902-41801	10/31/2017	112743	503.52.8600.527.60022	707.87
WILSON SPORTING GOODS	4523469161	11/08/2017	IW185	503.52.8200.523.76400	251.29
XCEL ENERGY	563772359	10/13/2017	Gas & Electric	503.52.8500.526.40010	34.51
XCEL ENERGY	563772359	10/13/2017	Gas & Electric	503.52.8500.526.40020	1,265.33
XCEL ENERGY	563772359	10/13/2017	Gas & Electric	503.52.8600.527.40010	26.72
XCEL ENERGY	563772359	10/13/2017	Gas & Electric	503.52.8600.527.40020	2,329.57

Fund: 503 - INVER WOOD GOLF COURSE
22,259.14

BJORKLUND COMPENSATION CONSULTING, LL	00003810	11/08/2017	10/29/17	602.00.2100.415.30700	2,500.00
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	602.00.2100.415.30550	0.26
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 EdgeGrove Senior Living Litigator	11/08/2017	Legal	602.00.2100.415.30420	36.00

Fund: 602 - RISK MANAGEMENT
2,536.26

COMMON SENSE BUILDING SERVICES, INC.	42128	11/08/2017	10/15/17	603.00.5300.444.40040	307.00
EMERGENCY APPARATUS MAINTENANCE	95439	10/25/2017	9/5/17	603.00.5300.444.40041	2,793.29
EMERGENCY APPARATUS MAINTENANCE	95994	10/25/2017	9/11/17	603.00.5300.444.40041	489.85
EMERGENCY APPARATUS MAINTENANCE	95996	10/25/2017	9/11/17	603.00.5300.444.40041	111.61
EMERGENCY APPARATUS MAINTENANCE	95997	10/25/2017	9/11/17	603.00.5300.444.40041	1,658.80
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	603.00.5300.444.30550	2.61
INVER GROVE FORD	6241206/1	10/25/2017	10/17/17	603.00.5300.444.40041	149.99
INVER GROVE FORD	5240948	10/31/2017	10/19/17	603.00.5300.444.40041	52.89
MANSFIELD OIL COMPANY	503377	10/25/2017	23866-02-503377	603.140.1450060	9,477.27
MANSFIELD OIL COMPANY	503395	10/25/2017	23866-01-503395	603.140.1450060	4,972.58
MANSFIELD OIL COMPANY	506599	10/25/2017	23866-01-506599	603.140.1450060	912.97
MANSFIELD OIL COMPANY	506606	10/25/2017	23866-02-506606	603.140.1450060	1,104.03
MID CITY SERIVCES, INC.	67774	10/25/2017	10/13/17	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	SEPT 2017	10/23/2017	PETRO TAX SEPT 2017	603.00.5300.444.60021	239.12
MN GLOVE & SAFETY, INC.	304124	10/25/2017	CTINVE	603.00.5300.444.60045	119.89
O' REILLY AUTO PARTS	1767-294096	10/25/2017	1578028	603.00.5300.444.40041	292.30
O' REILLY AUTO PARTS	1767-294184	10/25/2017	1578028	603.140.1450050	12.74
O' REILLY AUTO PARTS	1767-294193	10/25/2017	1578028	603.00.5300.444.40041	52.30
O' REILLY AUTO PARTS	1767-294746	10/25/2017	1578028	603.00.5300.444.40041	3.99
O' REILLY AUTO PARTS	1767-294762	10/25/2017	1578028	603.00.5300.444.40041	5.39
O' REILLY AUTO PARTS	1767-294921	10/25/2017	1578028	603.00.5300.444.60040	489.95
O' REILLY AUTO PARTS	1767-294922	10/25/2017	1578028	603.00.5300.444.60040	163.99
O' REILLY AUTO PARTS	1767-294942	10/25/2017	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-295267	10/31/2017	1578028	603.00.5300.444.40041	53.75
O' REILLY AUTO PARTS	1767-295272	10/31/2017	1578028	603.00.5300.444.40041	70.80
O' REILLY AUTO PARTS	1767-295274	10/31/2017	1578028	603.00.5300.444.60040	29.13
O' REILLY AUTO PARTS	1767-295288	10/31/2017	1578028	603.00.5300.444.60040	4.99

PREMIUM QUALITY LIGHTING	21984473-01	10/25/2017	459287	603.00.5300.444.40040	469.30
RUFFRIDGE-JOHNSON	WA01021	10/25/2017	INVE01	603.00.5300.444.40041	719.70
SOUTH EAST TOWING	207325	10/31/2017	9/22/17	603.00.5300.444.40041	75.00
SOUTH ST PAUL STEEL SUPPLY CO	01147384	10/31/2017	0100202	603.00.5300.444.60012	594.60
TOWMASTER TRAILERS INC	396761	10/25/2017	2946	603.00.5300.444.80700	113,860.00
TOWMASTER TRAILERS INC	396836	10/25/2017	2946	603.00.5300.444.40041	84.76
TWIN CITY MARINA	15240	10/31/2017	5/19/17	603.00.5300.444.40042	1,495.00
UNIFIRST CORPORATION	090-0387341	10/31/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090-0387341	10/31/2017	1051948	603.00.5300.444.60045	51.37
UNIFIRST CORPORATION	090-0388440	10/31/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090-0388440	10/31/2017	1051948	603.00.5300.444.60045	46.87
VERIZON WIRELESS	9795091365	11/08/2017	Telephone	603.00.5300.444.50020	110.35
XCEL ENERGY	564113917	10/13/2017	Gas & Electric	603.00.5300.444.40010	67.99
XCEL ENERGY	564113917	10/13/2017	Gas & Electric	603.00.5300.444.40020	1,566.54
Fund: 603 - CENTRAL EQUIPMENT					143,142.62
COORDINATED BUSINESS SYSTEMS	CNIN257330	10/31/2017	4502588	604.00.2200.416.40050	3,447.41
Fund: 604 - CENTRAL STORES					3,447.41
COMMON SENSE BUILDING SERVICES, INC.	42128	11/08/2017	10/15/17	605.00.7500.460.40040	3,821.17
ELECTRIC FIRE & SECURITY	5672	11/08/2017	CIT800	605.00.7500.460.50055	362.00
HUEBSCH SERVICES	3957050	10/31/2017	100075	605.00.7500.460.40065	115.98
HUEBSCH SERVICES	3964481	11/08/2017	100075	605.00.7500.460.40065	118.22
NEOPOST USA INC	10/23/17	10/23/2017	POSTAGE	605.00.7500.460.50035	6,019.50
XCEL ENERGY	564113917	10/13/2017	Gas & Electric	605.00.7500.460.40020	6,246.15
Fund: 605 - CITY FACILITIES					16,683.02
ALLSTREAM BUSINESS US, INC.	14953371	10/25/2017	645862	606.00.1400.413.50020	1,116.51
ALLSTREAM BUSINESS US, INC.	14966050	11/08/2017	887115	606.00.1400.413.50020	1,390.29
CDW GOVERNMENT INC	KJV7342	10/25/2017	2394832	606.00.1400.413.80610	33.90
GENESIS EMPLOYEE BENEFITS, INC	IN1127440	11/08/2017	Payroll	606.00.1400.413.30550	5.22
GS DIRECT, INC.	337003	10/25/2017	CIT165	606.00.1400.413.30700	80.17
HARRIS COMPUTER SYSTEMS	CT035712	10/25/2017	INV1100	606.00.1400.413.80620	17,655.50
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	606.00.1400.413.50080	0.89
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	606.00.1400.413.60041	15.17
MN DEPT OF REVENUE	Sept 2017	10/20/2017	Taxes	606.00.1400.413.80610	32.55
TDS METROCOM	10/13/17 651 457 7490	10/25/2017	651 457 7490	606.00.1400.413.50020	171.20
US INTERNET	110-080034-0049	11/08/2017	110-080034	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	28618	10/25/2017	INVER	606.00.1400.413.30700	12,592.02
WORKS COMPUTING, INC.	28820	10/31/2017	INVER	606.00.1400.413.30700	320.00
WORKS COMPUTING, INC.	28840	10/31/2017	INVER	606.00.1400.413.50070	2,041.20
WORKS COMPUTING, INC.	28841	10/31/2017	INVER	606.00.1400.413.50070	3,581.30
Fund: 606 - TECHNOLOGY FUND					39,255.92
AMERICAN ENGINEERING TESTING, INC.	97525	11/08/2017	INV001	702.229.2296702	1,601.00
BARR ENGINEERING COMPANY	23190218.00-253	10/25/2017	4/22/17-5/19/17	702.229.2282601	1,557.50
BARR ENGINEERING COMPANY	23190218.00-253	10/25/2017	4/22/17-5/19/17	702.229.2293002	630.00
BARR ENGINEERING COMPANY	23190218.00-257	10/25/2017	7/15/17-9/8/17	702.229.2282601	3,360.00
BARR ENGINEERING COMPANY	23190218.00-257	10/25/2017	7/15/17-9/8/17	702.229.2293002	2,205.00
BARR ENGINEERING COMPANY	23190328.16-19	11/08/2017	2016 PROJECT REVIEWS	702.229.2296102	3,302.62
CITY OF SAINT PAUL	IN00023952	10/25/2017	8/9/17	702.229.2291000	52.53
EMMONS & OLIVIER RESOURCES	00095-0056-12	11/08/2017	00095-0056	702.229.2284602	656.75
HENNEPIN COUNTY DISTRICT COURT	17424439	10/31/2017	MARTEZ ALLEN DEJON	702.229.2291000	78.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Bebel CGA (Alverno Ave) B	11/08/2017	Legal	702.229.2290602	77.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Clark Road Properties - 11305 Cl	11/08/2017	Legal	702.229.2292201	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Eternity Homes CGA (4903 Brent	11/08/2017	Legal	702.229.2307301	459.75
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Eternity Homes CGA (4908 Brent	11/08/2017	Legal	702.229.2308101	459.75
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Forfeiture-Charles Nelson B	11/08/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Forfeiture-Dereck Laundrie B	11/08/2017	Legal	702.229.2291000	180.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Forfeiture-Jason Dziewicz B	11/08/2017	Legal	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Forfeiture-Lopez B	11/08/2017	Legal	702.229.2291000	404.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Forfeiture-Sursattie Persaud B	11/08/2017	Legal	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Inver Grove Hotel - Hemant Bhak	11/08/2017	Legal	702.229.2300402	186.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Inver Hills Tank Farm B	11/08/2017	Legal	702.229.2303302	167.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Kamis Excavation Permit/Dawnw	11/08/2017	Legal	702.229.2283801	396.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Pine Bend Landfill Expansion B	11/08/2017	Legal	702.229.2293002	156.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 Police-Forfeiture B	11/08/2017	Legal	702.229.2291000	208.00
LEVANDER, GILLEN & MILLER P.A.	81000E 9/17 River Heights Vineyard Church Ex	11/08/2017	Legal	702.229.2305402	57.00
NORTHERN SERVICE CENTER	19WSCR1761832	10/25/2017	RICHARD DAVID DEV	702.229.2291000	1,000.00
WASHINGTON COUNTY COURT ADMIN	117032080	10/25/2017	TONI RENAE	702.229.2291000	200.00
Fund: 702 - ESCROW FUND					17,557.90
Grand Total					3,517,762.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Seeking a Speed Study Conducted by MnDOT – Inver Grove Trail from Concord Boulevard to Cahill Avenue

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director *SDT*
 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 seeking a speed study conducted by MnDOT – Inver Grove Trail from Concord Boulevard to Cahill Avenue.

SUMMARY

Staff have received multiple requests to post a portion of Inver Grove Trail, between the 9100 and 9300 blocks, at a lower speed.

The State establishes speed limits. The process to consider any speed adjustment involves conducting a speed study. MnDOT is the agency that conducts these studies throughout the State. MnDOT requests that a City pass a resolution seeking a speed study. A resolution for Council consideration is attached.

It is recommended that the City Council adopt the attached resolution request for MnDOT.

SDT/kf

Attachments: Resolution
 Map

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

RESOLUTION NO.

**RESOLUTION REQUESTING THE MINNESOTA DEPARTMENT OF TRANSPORTATION TO
PERFORM A SPEED STUDY AND TO ESTABLISH SPEED ZONES ON INVER GROVE
TRAIL FROM CONCORD BOULEVARD TO CAHILL AVENUE**

WHEREAS, per MS 169.14, Subd 5, the Minnesota Department of Transportation Commissioner does establish speed zones on public roadways; and

WHEREAS, the Metro District Traffic Engineer is responsible for conducting speed zone studies within the City of Inver Grove Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that the Commissioner cause speed zones to be established on certain streets within the City of Inver Grove Heights as follows:

Inver Grove Trail from Concord Boulevard to Cahill Avenue

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Minnesota Department of Transportation.

Adopted by the City Council of Inver Grove Heights this 13th day of November 2017

AYES:

NAYS:

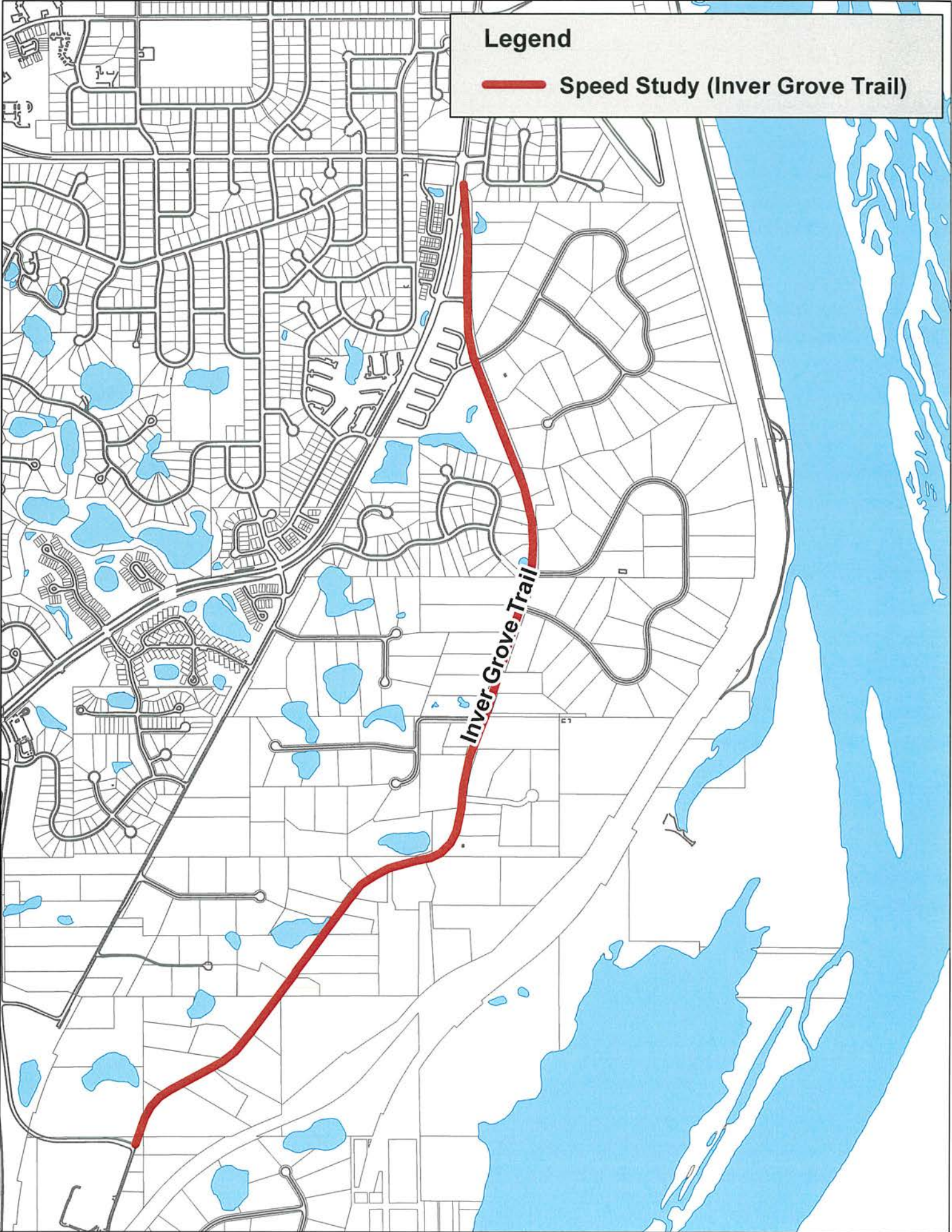
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Legend

 **Speed Study (Inver Grove Trail)**



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Street Reconstruction

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Thomas Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider resolution approving plans and specifications and authorizing advertisement for bids for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

SUMMARY

Council held the public improvement hearing, ordered the project, authorized preparation of plans and specifications, and authorized easement acquisition on September 25, 2017 with respect to City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

The final plans and specifications have been prepared by Kimley-Horn & Associates. The bid opening is tentatively scheduled for December 14th in order for Council to receive bids and call for assessment hearing on January 8, 2018.

Staff recommends that Council approve the resolution approving plans and specifications and authorizing advertisement for bids for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

SDT/kf

Attachment: Resolution

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2015-09D – BRODERICK BOULEVARD STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the September 25, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, City Project No. 2015-00D – Broderick Boulevard Street Reconstruction was ordered, by City Council on September 25, 2017.

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

1. The plans and specifications for City Project No. 2015-09D are hereby approved.
2. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2015-09D.

Adopted by the City Council of Inver Grove Heights this November 13, 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving and Approving the Dickman Trail Culvert Report (96" CMP)

Meeting Date: November 13, 2017
 Item Type: Consent *PK*
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SK*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Storm Water Utility, Special Assessments, UPRR Cost Share, Grant

PURPOSE/ACTION REQUESTED

Consider resolution receiving and approving the Dickman Trail Culvert Inspection Report and consider funding sources and cost share opportunities to finance culvert repair.

BACKGROUND

The Dickman Trail Culvert (culvert) is a 96-inch diameter corrugated metal pipe culvert located between 71st Street and 77th Street that carries stormwater runoff under Dickman Trail and the Union Pacific Railroad (Railroad). During 2015 the City discovered and repaired sloughing that had occurred above the culvert at the driveway to the Gisch site located east of the railroad. During 2016 the City discovered and repaired settlement and sloughing that had occurred above the culvert on the west shoulder of Dickman Trail. To determine if deterioration of the culvert may have contributed to the observed sloughing and settlement, the City retained Barr Engineering Co. (Barr) to perform a detailed condition assessment of the culvert and to prepare a report summarizing the inspection and providing recommendations and cost estimates for repairing or replacing the culvert, if necessary.

Barr performed a detailed inspection on November 3, 2016 and documented the site conditions using the Pipeline Assessment Certification Program (PACP) developed by the National Association of Sewer Service Companies (NASSCO). Overall, Barr found the culvert to be in fair to poor condition, with significant erosion and sloughing occurring on the adjacent slopes at the upstream and downstream ends of the culvert. A copy of Barr's report is included in the packet.

Barr recommended that the City perform a detailed structural and geotechnical evaluation to determine whether the culvert retained sufficient integrity to be repaired or whether it would require replacement. If the evaluation determined that the culvert could be repaired, and if the City and UPRR chose to do so, Barr recommended a series of repairs to fill existing voids around the culvert and to patch or line the culvert itself to seal damaged portions of the culvert. The City will contact UPRR to initiate discussions on a cost share agreement for the selected action on the 96" culvert.

Whether repair or replacement are chosen, Barr recommended that maintenance be performed on the slopes at the upstream and downstream end of the culvert to repair erosion; remove accumulated debris and sediment; and to clear vegetation that was growing around and above the culvert. Barr also recommended that a headwall structure be constructed at the culvert inlet and that two stormwater pipes discharging to the ravine at the upstream end of the culvert be modified to alleviate the potential for future erosion.

Barr's planning level opinion of probable cost (OPC) for performing repairs and constructing a headwall structure ranged from \$196,000 to \$277,000 if a metal headwall was used and from \$305,000 to \$366,000 if a concrete headwall was used. The concrete headwall would provide the capability of temporarily ponding water at the upstream end of the culvert, which could reduce the potential for future damage to the culvert by reducing the discharge rate through the culvert. An estimated cost for a ponding easement is therefore included in the concrete headwall option OPC.

Because the culvert receives stormwater from the 1,000-acre South Grove Basin watershed and conveys it under Dickman Trail and the Railroad embankment, the culvert is a key component of the city's stormwater system. Failure of the culvert could lead to failures of the Dickman Trail roadway or the railroad embankments.

I recommend that the Council approve the resolution receiving and approving the Dickman Trail Culvert Report on November 13, 2017. Funding sources will be considered for further investigations and for potential replacement or repair. Coordination with the railroad to determine their willingness to share in the repair or replacement costs will also be considered.

TJK/kf

Attachments: 2017 Barr Engineering Co. Dickman Trail Culvert Inspection Report
Resolution

c: Mark W. Watlington, UPPR

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING AND APPROVING THE DICKMAN TRAIL CULVERT REPORT (96" CMP)

WHEREAS, the City has experienced settlement issues on Dickman Trail in the vicinity of its existing 96" CMP in 2015 and 2016; and

WHEREAS, the City has retained Barr Engineering Co. to perform a detailed condition assessment of the culvert and to prepare a report summarizing the inspections and recommendations for culvert repair or replacement in 2016; and

WHEREAS, Barr Engineering has produced the report on the culvert dated May, 2017 and presented its findings at a City Council work session on November 6, 2017; and

WHEREAS, the City Council has expressed interest in contacting the Union Pacific Rail Road to work in partnership with UPRR to develop a plan of action to implement improvements in the vicinity of the 96" CMP and to enter into a cost sharing agreement with UPRR; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights hereby approves the Dickman Trail Culvert Inspection Report and authorizes the City Engineer to initiate discussion with the UPRR to negotiate a cost sharing agreement and advance the project to restore the hydrologic function of the 96" CMP under Dickman Trail by working with UPRR to determine the appropriate project scope and cost allocations.

Adopted this 13th day of November, 2017 by the City Council of Inver Grove Heights.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Dickman Trail Culvert Inspection Report

Prepared for
City of Inver Grove Heights

May, 2017

Inspection Date: November 2016



Dickman Trail Culvert Inspection Report

Prepared for
City of Inver Grove Heights

May, 2017

Inspection Date: November 2016

Dickman Trail Culvert Inspection Report

May, 2017

Inspection Date: November 2016

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- Appendix A Detailed Opinions of Probable Cost
- Appendix B Inspection Photos and Videos (Electronic)

Certifications

I hereby certify that this 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.



Joseph Welna
PE #: 49911

5-30-17

Date

1.0 Executive Summary

The City of Inver Grove Heights (City) retained Barr Engineering Co. (Barr) to conduct a condition inspection of the Dickman Trail culvert (culvert). The culvert conveys surface runoff under Dickman Trail and the adjacent railroad tracks operated by Union Pacific Railroad (Railroad) as shown in Figure 1-1.



Figure 1-1 Dickman Trail Culvert

The culvert is an approximately 96-inch diameter corrugated metal pipe, 335 feet long and generally runs perpendicular to Dickman Trail and the adjacent railroad. It carries flow from the majority of the South Grove Basin, a watershed of approximately 1,000 acres, which discharges to the Mississippi River at the 70th Street Outfall approximately 500 feet to the east as shown in Figure 1-2.

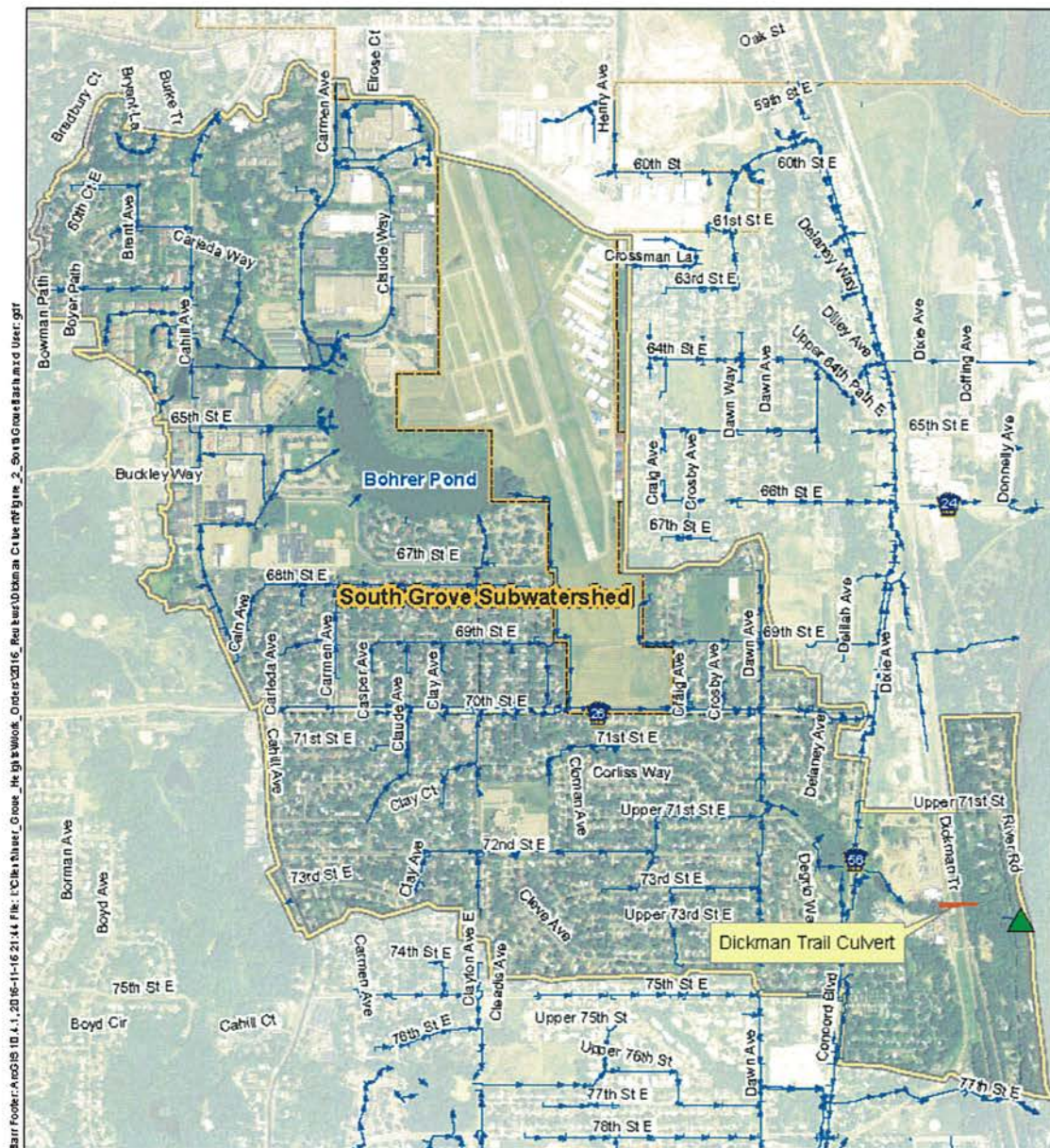


Figure 1-2 South Grove Basin

FIGURE 1-2
SOUTH GROVE SUBWATERSHED
Dickman Trail Culvert Inspection
City of Inver Grove Heights
Dakota County, MN

Barr documented the condition of the culvert using the Pipeline Assessment and Certification Program (PACP) developed by the National Association of Sewer Service Companies (NASSCO). The NASSCO coding allows for standardized quantification of defects and overall condition of the culvert.

Overall, Barr found the culvert in fair to poor condition, with the adjacent slopes experiencing significant erosion and sloughing. This report provides a summary of conditions observed and provides the following recommendations for consideration by the City:

1. Culvert Repair Recommendations

- a. Structural/Geotechnical Evaluation: **Barr recommends performing a structural/geotechnical evaluation of the existing culvert to determine if it can be repaired or requires replacement.**
- b. Invert Repair: **If the structural/geotechnical evaluation concludes that the culvert can be repaired, Barr recommends cleaning sediment and debris from the culvert and repairing the invert. If the structural/geotechnical evaluation concludes that the culvert cannot be repaired, culvert replacement may be required.**
- c. Culvert Voids: **Barr recommends filling the voids outside of the culvert with cementitious or chemical grout.**
- d. Transition Section Patch: **Barr recommends installing a patch or lining over the joint between the two culvert segments.**

2. Site Recommendations

- a. General Site Grading and Maintenance: **Barr recommends performing general maintenance of the inlet slope, including removal of vegetation and repair of erosion and sloughing damage.**
- b. Culvert Modification: **Barr recommends rerouting or modifying the two existing culverts that discharge mid-slope to prevent further erosion.**
- c. Inlet Area Cleanout: **Barr recommends removing accumulated sediment and debris from the pool upstream of the culvert to match the existing invert.**
- d. New Inlet Structure: **Barr recommends installing either a precast concrete or metal inlet structure at the pipe inlet.**

2.0 Background

City staff observed sloughing at the gravel driveway located east of the railroad (Figure 2-1) in 2015 and repaired the gravel surface at that time. During fall of 2016, City staff observed settlement and sloughing of the west shoulder of Dickman Trail at the location shown in Figure 2-1. Because the culvert receives stormwater from the 1,000-acre South Grove Basin watershed and conveys it under Dickman Trail and the Railroad embankment, it is a key component of the city's stormwater system. Failure of the culvert could lead to failures of the Dickman Trail and Railroad embankments.



Figure 2-1 Dickman Trail Shoulder Settlement and Driveway Sloughing

The City temporarily repaired the road damage with bituminous patching as shown in Figure 2-2.

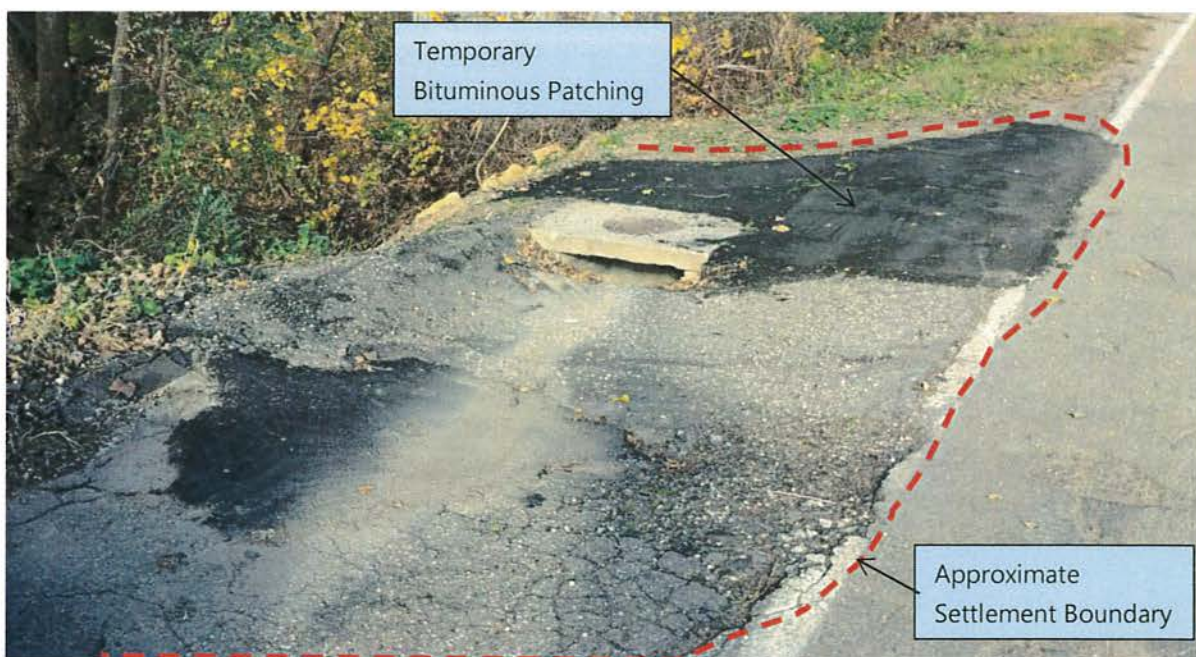


Figure 2-2 Temporary Bituminous Patching

The settlement and sloughing was directly above the culvert, so the City performed a cursory inspection of the culvert. This inspection found that the invert of the culvert was severely corroded with several sections where the invert wall was damaged or missing. The City retained Barr to perform a detailed condition assessment of the culvert, summarize the inspection findings in a report, and provide recommendations and a cost estimate for repairing the culvert. The City notified Railroad representatives that this inspection was being completed.

3.0 Inspection Summary

Barr and City staff performed field reconnaissance on November 2, 2016 to evaluate the safety of the access points. Barr inspected the culvert on November 3, 2016 with a two-person team inside the culvert performing the inspection and one person outside the culvert performing surface attendant duties. A tape measure was utilized to establish stationing, which was marked on the culvert wall using survey spray paint. Deficiencies, measurements, and observations were recorded in field books referenced to the stationing. Barr collected the following information as part of the inspection:

- general inspection observations
- defects observed
- photos of key observations and defects
- video of the entire culvert reach
- cross-section measurements (height and width) at roughly 20-foot increments
- void measurements (at the six o'clock position) at roughly 20-foot increments (where feasible)
- general observations of the adjacent site and slopes

3.1 NASSCO Rating System

Barr documented the site conditions using the Pipeline Assessment Certification Program (PACP) developed by the National Association of Sewer Service Companies (NASSCO). The following sections present a description of features identified during the inspection. All features fall under one of four categories: structural, operations and maintenance (O&M), construction features (Const.), or miscellaneous (Misc.).

All clock positions reported are associated with the direction of the inspection with 12:00 at the crown and 6:00 at the invert position. The inspection was conducted walking upstream against the flow (increasing stationing or from east to west).

3.1.1 Structural Defects

The structural category of defects includes various types of defects where the pipe has been damaged or is otherwise defective structurally. Only the defects encountered during the inspection are summarized below.

3.1.1.1 Hole – Void Visible

Hole – Void Visible (HVV) refers to a section or portion of pipe where material is missing and pieces have become completely dislodged and a void is visible beyond the hole.

3.1.1.2 Surface Damage - Corrosion

Surface damage – corrosion (SCP) refers to a condition where the wall of a metal pipe shows deterioration and or degradation as a result of chemical attack.

3.1.1.3 Joint - Offset

Joint - offset (JO) is used to describe where two pipes of different dimensions are connected.

3.1.1.4 Buckling – Wall

Buckling – wall (BW) refers to out-of-plane deformation in the pipe wall.

3.1.2 Operations and Maintenance Defects

The operations and maintenance category of defects includes various types of foreign objects and material that are found in pipes during inspections that may interfere with conveyance performance. Only the defects encountered during the inspection are summarized below.

3.1.2.1 Settled Deposits - Gravel

Settled deposits – gravel (DSGV) is used to describe when gravel and other sediments have settled in the invert of the pipe. Deposits can cause flow turbulence and partial blockages that can result in a decrease of hydraulic capacity.

3.1.3 Construction Features

The construction feature codes describe conditions associated with the methods used to construct pipes. Only the features encountered during the inspection are included below.

3.1.3.1 Line Up

Line up (LU) refers to when the pipe alignment deviates upward. The direction is referenced walking upstream.

3.1.3.2 Access Point – End of Pipe

Access point – end of pipe (AEP) refers to when a pipe ends without a manhole, cleanout or other structure.

3.1.4 Miscellaneous Features

The miscellaneous codes include features and defects and observations that are not included in the other categories. Only observations encountered during the inspection are included below.

3.1.4.1 Dimension/Diameter/Shape Change

Dimension/Diameter/Shape change (MSC) refers to a change in the pipe cross-section.

3.1.4.2 General Observation

General observation (MGO) is used in conjunction with the “comments” section to record additional information that is not covered under PACP coding.

3.1.4.3 Water Level

Water level (MWL) is used to describe the depth of water in the sewer at the time of inspection.

3.1.4.4 Water Level – Sag

Water level – sag (MWLS) is used to describe a sag or dip in the pipe. A sag is defined as a condition where the grade of the pipe is poor and results in water being trapped by a reverse grade downstream.

4.0 Inspection Findings

Overall, Barr found the culvert to be in fair to poor condition. The inspection findings are presented in the following order:

- general site observations
- culvert defects
- measured voids
- cross section measurements

4.1 General Site Observations

Before entering the culvert, Barr made general observations regarding the existing site conditions.

Existing Erosion and Culverts: Barr observed significant erosion of the slopes at both the culvert inlet and outlet. Existing storm sewer outfalls lack erosion protection and are contributing to erosion where they discharge mid-slope as shown in Figure 4-1.



Figure 4-1 Existing Erosion and Storm Drain Outfalls at the Culvert Inlet

Existing Vegetation: Both the upstream and downstream slopes are generally overgrown with trees and vegetation. The culvert inlet has a 10-inch-dia. tree growing directly on top of it as shown in Figure 4-2.



Figure 4-2 Existing Vegetation at the Culvert Inlet

Accumulation of Sediment and Debris: Barr observed significant accumulations of debris and sediment to roughly 2–3 feet above the existing invert of the culvert inlet at the upstream pool as shown in Figure 4-3.



Figure 4-3 Sediment and Debris Accumulation at the Culvert Inlet

Base Flow Traveling Outside of Culvert: The culvert inlet and outlet were examined prior to entering. The existing base flow was conveyed on the outside of the culvert as shown in Figure 4-4.



Figure 4-4 Base Flow Traveling Outside of Culvert at the Culvert Outlet

4.2 Culvert Defects

Barr observed several significant defects within the culvert. Figure 4-5 summarizes the defects and corresponding station. The most significant defects are discussed herein:

Dickman Trail Culvert - Inspection Notes ¹							
START STATION	END STATION	Code	Type	Clock From	Clock To	Length (ft.)	Notes
0+00		Start Against Flow	N.A.				11/3/16 9:00 A.M. Culvert inspection (92" tall x 95" wide) started at outlet of pipe and was conducted walking upstream, against the flow. Inspectors: Joe Welna & Patrick Brockamp. Weather: clear, mid 60's.
0+00		AEP	Const.				Access - end of pipe (outlet at east end)
0+00		MWL	Misc.				Water level in culvert - dry
0+00	3+35	SCP	Structural	6		335	Surface Damage - Corrosion
0+00	1+40	HVV	Structural	6		140	Hole - Void Visible (invert material is partially missing)
0+00		MWL	Misc.	6			Water level in culvert - dry (visible water running below culvert)
0+70		MWL	Misc.	6			Water level - 1-2 inches running in culvert
1+65	1+85	DSGV	O&M	6		20	Settled deposits in invert (gravel, sand, cobbles)
1+82		MSC	Const.				Shape/dimension change (culvert is roughly 6" taller - 98" tall x 92" wide)
1+82		JO	Structural	10	2		Offset joint (roughly 6", expandable foam installed in offset joint)
1+95		MWL	Misc.				Water level in culvert - 12"
1+70	2+70	MWLS	Misc.			100	Sag in culvert alignment (stagnant water)
2+23	3+35	HVV	Structural			112	Hole - Void Visible (invert material is partially missing)
2+70		LU	Const.				Culvert alignment slope increases to inlet
2+80	2+90	KW	Structural			10	Invert joint buckled (up to 9" of displacement)
3+35		MGO	Misc.				Culvert inlet is plugged with debris and sediment (roughly 3' above invert)
3+35		AEP	Const.				Access - end of culvert (west)
3+35		End of Survey	N.A.				End of survey

¹ Additional information was collected during the inspection including: photos, void measurements, culvert cross section measurements, and video.

Figure 4-5 Culvert Defects Summary

Surface Damage - Corrosion: Barr observed significant corrosion for the entire reach of the culvert. Due to the corrosion, portions of the culvert wall are missing between station intervals 0+00 to 1+40 and 2+23 to 3+35. A typical photo of corrosion encountered is shown in Figure 4-6.



Figure 4-6 Typical Corrosion

Settled Gravel Deposits: Accumulated settled deposits and debris were encountered between sta. 1+65 and 1+85 as shown in Figure 4-7.



Figure 4-7 Settled Gravel and Deposits

Offset Joint: An offset joint was encountered at sta. 1+82 where it appears that two culverts of different dimensions were connected. Currently there is expandable foam installed in the overlap as shown in Figure 4-8.



Figure 4-8 Offset Joint

Pipe Buckling: Barr observed buckling at the invert of the pipe between sta. 2+80 and 2+90 as shown in Figure 4-9. Barr measured up to 9 inches of displacement at this location.



Figure 4-9 Pipe Buckling

4.3 Void Measurements

Barr measured voids below the culvert at roughly 20-foot increments by probing through the areas where the culvert invert was missing. The void depths ranged from 1 inch to 15 inches with an average void depth of roughly 6 inches as shown in Figure 4-10.

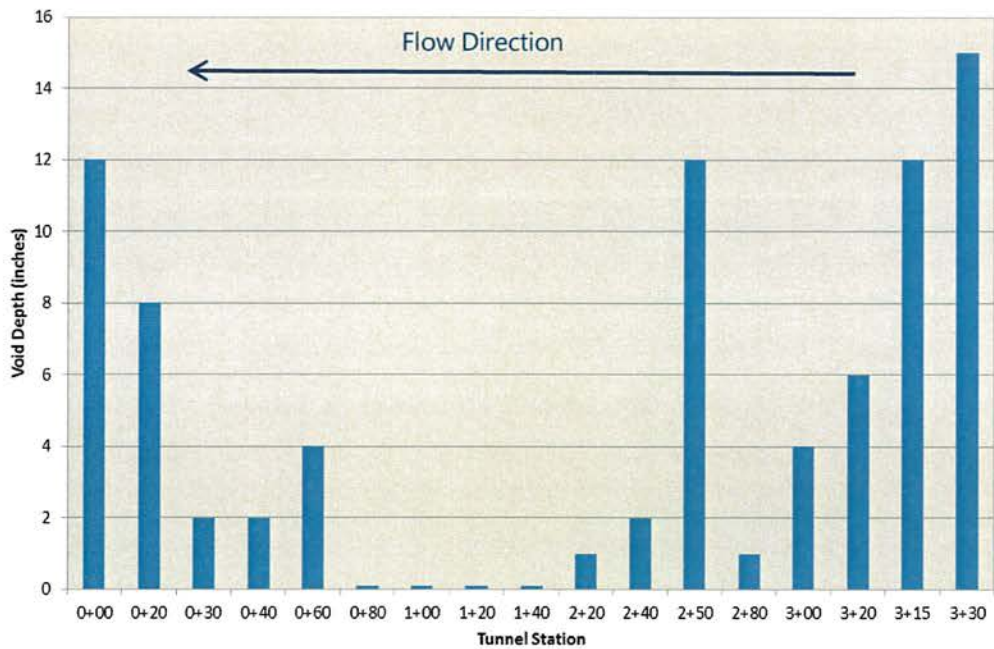


Figure 4-10 Void Measurements at Culvert Inlet

4.4 Culvert Measurements

Barr measured culvert dimensions (height and width) at roughly 20-foot increments. Overall, the culvert dimensions varied with a noticeable dimension change at sta. 1+82 as shown in Figure 4-11.

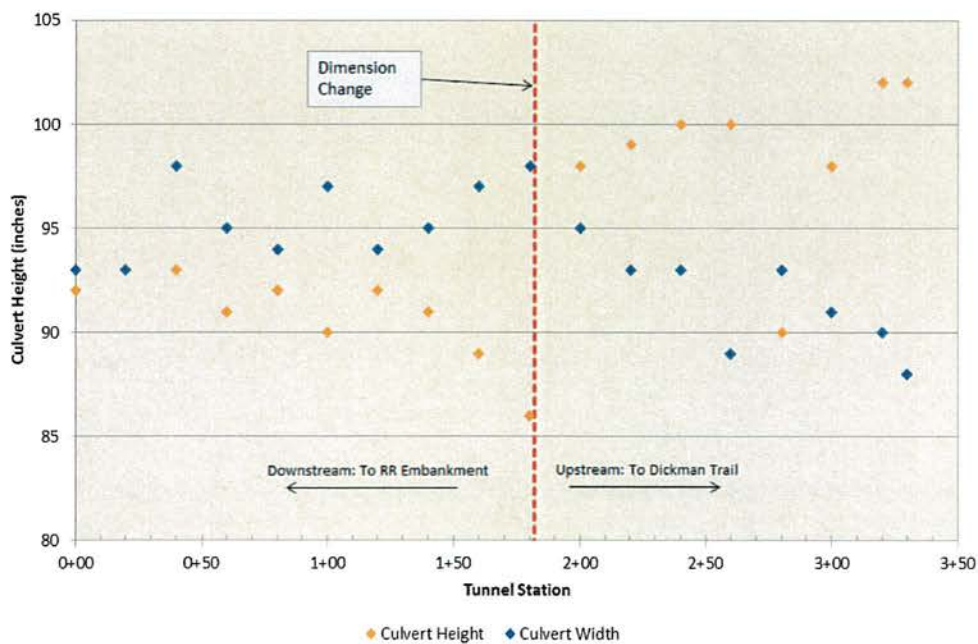


Figure 4-11 Culvert Dimensions

5.0 Recommendations

This section provides recommendations for ongoing maintenance and/or repair of the site and culvert based on the inspection findings summarized in Section 4.0. The recommendations are grouped in two categories: culvert repair recommendations and site recommendations.

5.1 Structural/Geotechnical Evaluation

Due to material missing in the culvert invert and observed buckling, Barr recommends performing a structural/geotechnical evaluation of the existing culvert to determine if repair or replacement is required.

5.2 Culvert Repair Recommendations

Recommended repairs associated with the culvert include:

- invert repair
- fill culvert voids
- patch transition section

A summary of each recommendation is discussed herein:

5.2.1 Invert Repair

If the structural evaluation concludes that the culvert can be repaired, Barr recommends cleaning sediment and debris from the culvert and repairing the invert. A suitable repair may include stabilizing the subgrade and installing a reinforced concrete patch as shown in Figure 5-1.

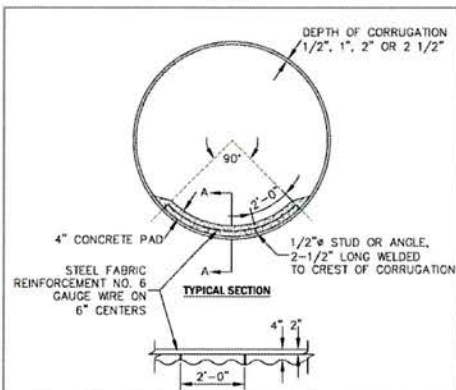


Figure 5-1 Reinforced Concrete Invert Patch

If the structural evaluation concludes that the culvert cannot be repaired, culvert replacement may be required.

5.2.2 Fill Culvert Voids

Barr recommends stabilizing the subgrade by filling the voids outside of the culvert. Void filling includes installing ports through the culvert wall and pumping grout until the voids are filled. Cementitious or chemical grouts may be suitable to fill the voids.

5.2.3 Patch Transition Section

Barr recommends patching the transition section (where the culvert dimensions change) to prevent water and soil infiltration into the pipe. Potential patches would consist of a welded plate or a liner section over the joint.

5.3 Site Repair Recommendations

Recommended repairs associated with the site include:

- slope grading and erosion protection
- culvert modification
- inlet area cleanout
- cast-in-place concrete inlet structure

A summary of each recommendation is discussed herein:

5.3.1 Slope Grading and Erosion Protection

Barr recommends re-grading the slopes at the pipe inlet and outlet to repair erosion damage and remove excessive vegetation.

5.3.2 Culvert Modification

Barr recommends modifying the two existing culverts so they do not discharge onto the unprotected slope. The culverts may be extended or their alignment modified to discharge within the pool or in an erosion-protected channel.

5.3.3 Inlet Pool Cleanout

Barr recommends cleaning out accumulated sediment and debris from the inlet area to match the existing invert of the culvert.

5.3.4 Inlet Structure

Barr recommends using one of two potential options for improving the inlet structure. The City has proposed a feasibility study for this modification as part of City Project 2016-01.

Option 1: A precast concrete inlet structure at the pipe inlet. The structure would be designed to retain earth up the slope and direct drainage into the culvert. An example of a typical concrete inlet structure is shown in Figure 5-2.



Figure 5-2 Concrete Inlet Structure

Option 2: A metal inlet structure with wing walls mitered to fit the re-graded slope. For this option the pipe would be extended using metal pipe, and a metal inlet structure with wing walls mitered to fit the re-graded slope would be installed. An example of a metal inlet structure is shown in Figure 5-3.



Figure 5-3 Metal Inlet Structure

5.4 Funding Opportunities

The City has identified several sources to fund culvert repairs, including, but not limited to:

- City storm water utility
- Union Pacific Railroad agreements
- Stormwater assessments or stormwater taxing district
- Minnesota Pollution Control Agency point source implementation grant (PSIG) opportunities through City Project 2016-01
- Other grant opportunities for water quality improvements through organizations such as the Dakota Soil and Water Conservation District and the Lower Mississippi River Watershed Management Organization.

5.5 Opinion of Probable Cost

Barr developed planning level opinions of probable cost (OPC), which are included as Appendix B and summarized in Table 5-1. The OPC is based on a high-level concept design and is intended to provide the City with an order-of-magnitude budget for repair, design and construction costs. In order to refine these costs, Barr recommends performing a detailed site survey to better-inform assumed measurements and quantities.

The OPC includes engineering services costs as a percentage of the project cost. Preliminary engineering includes preparing a feasibility study to finalize the concept design and develop a cost estimate suitable for a project budget. Final engineering includes completing the final design, preparing plans and specifications, and providing bidding services.

Table 5-1 Planning Level Opinion of Cost Summary

Item	Option 1 Concrete Inlet Structure	Option 2 Metal Inlet Structure
Mobilization	\$16,000 to \$23,000	\$14,000 to \$19,000
Structural Investigations and Detailed Site Survey	\$5,000 to \$7,000	\$5,000 to \$7,000
Structural Culvert Repair ¹	\$96,000 to \$136,000	\$96,000 to \$136,000
Slope Repair	\$37,000 to \$52,000	\$37,000 to \$52,000
Inlet Improvements	\$30,000 to \$43,000	\$6,000 to \$9,000
Ponding Easement Acquisition (0.5 acres)	\$30,000 to \$40,000	N/A
Engineering Services	\$45,000 to \$64,000	\$38,000 to \$54,000
TOTAL	\$259,000 to \$365,000	\$196,000 to \$277,000

¹ The structural investigation will verify whether a structural repair will adequately restore the integrity of the culvert or if the culvert requires replacement.

6.0 References

1. National Association of Sewer Service Companies (NASSCO). "Pipeline Assessment Certification Program – reference Manual 6.0.1." November 2010.
2. Contech Construction Products, Inc., 2008. Rehabilitation and Relining of Culverts; Jim Noll, PE., and Matt Westrich, P.E., September 2008.

Appendix A

Detailed Opinions of Probable Cost

Dickman Trail Culvert and Site Repairs Cost Estimate				
OPTION 1 - Concrete Inlet Structure				
ITEM DESCRIPTION	UNITS	QUANTITY	U/P	TOTAL
MOBILIZATION	LS	1	\$ 19,000.00	\$ 19,000
96" Dia. Culvert Repairs				
Extend Culvert Upstream	LF	20	\$ 350	\$ 7,000
Invert Void Fill	CY	37	\$ 750	\$ 27,750
Transition Section Patch	LS	1	\$ 1,500	\$ 1,500
Invert Patch	LF	335	\$ 230	\$ 77,050
Concrete Inlet Structure with Low-flow Pipe				
120" Precast RC Structure	LF	9	\$2,200.00	\$19,800.00
120" Trash Rack	EA	1	\$5,000.00	\$5,000.00
30" Flared End Section w/Bullnose Trash Guard	EA	1	\$3,000.00	\$3,000.00
30" to 24" RCP Reducer	EA	1	\$1,800.00	\$1,800.00
24" RCP, Class 3	LF	16	\$70.00	\$1,120.00
Connect to Existing 96" CMP	EA	1	\$5,000.00	\$5,000.00
Osland Pipe Company Culvert Modifications				
Extend Pipe and Route Through Headwall	LS	1	\$ 3,500	\$ 3,500
Dickman Trail Road Culvert Modifications				
Salvage Pipe and Route Through Headwall	LS	1	\$ 2,000	\$ 2,000
Upstream Slope Repair at Inlet				
Tree Removal	EA	6	\$ 400	\$ 2,400
Clear & Grub	SY	230	\$ 2	\$ 460
Import and Place Fill	CY	125	\$ 25	\$ 3,125
Seeding and Erosion Control Blanket	SY	230	\$ 4	\$ 920
Inlet Channel Modifications				
Muck Upstream Sediment & Remove	CY	105	\$ 25	\$ 2,625
Shape Channel Approach	SY	125	\$ 10	\$ 1,250
Place Riprap Channel Bottom	CY	85	\$ 125	\$ 10,625
Place Riprap 2' Up Side Slope From Bottom	CY	60	\$ 125	\$ 7,500
Repair Dickman Trail Road Shoulder				
Excavate Asphalt, 12" Subgrade, Inlet	CY	18	\$ 25	\$ 450
Install New Pre-cast Inlet Drop Structure	LS	1	\$ 5,000	\$ 5,000
Re-work Subgrade and Place 12" Engineered Fill	CY	18	\$ 40	\$ 720
CIP Curb and Gutter Integrated with Inlet	LF	40	\$ 30	\$ 1,200
Asphalt Surfacing	SF	440	\$ 4	\$ 1,760
Preliminary Engineering		5%		\$ 11,000
Final Engineering		20%		\$ 42,000
Structural Investigation and Survey				
	LS	1	\$ 6,000	\$ 6,000
Ponding Easement Acquisition				
	LS	1	\$ 34,000	\$ 34,000
TOTAL ESTIMATE COST				
				305,000
			-15%	259,000
			20%	366,000

Discrepancy with high end estimate in Table 5-1 of report is due to rounding.

Dickman Trail Culvert and Site Repairs Cost Estimate				
OPTION 2 - Metal Wingwall Inlet				
ITEM DESCRIPTION	UNITS	QUANTITY	U/P	TOTAL
MOBILIZATION	LS	1	\$ 16,000.00	\$ 16,000
96" Dia. Culvert Repairs				
Extend Culvert Upstream	LF	20	\$ 350	\$ 7,000
Invert Void Fill	CY	37	\$ 750	\$ 27,750
Transition Section Patch	LS	1	\$ 1,500	\$ 1,500
Invert Patch	LF	335	\$ 230	\$ 77,050
96" Dia. Culvert Headwall & Inlet				
Metal Headwall Structure with Wing Walls	LS	1	\$ 7,500	\$ 7,500
Osland Pipe Company Culvert Modifications				
Extend Pipe and Route Through Headwall	LS	1	\$ 3,500	\$ 3,500
Dickman Trail Road Culvert Modifications				
Salvage Pipe and Route Through Headwall	LS	1	\$ 2,000	\$ 2,000
Upstream Slope Repair at Inlet				
Tree Removal	EA	6	\$ 400	\$ 2,400
Clear & Grub	SY	230	\$ 2	\$ 460
Import and Place Fill	CY	125	\$ 25	\$ 3,125
Seeding and Erosion Control Blanket	SY	230	\$ 4	\$ 920
Inlet Channel Modifications				
Muck Upstream Sediment & Remove	CY	105	\$ 25	\$ 2,625
Shape Channel Approach	SY	125	\$ 10	\$ 1,250
Place Riprap Channel Bottom	CY	85	\$ 125	\$ 10,625
Place Riprap 2' Up Side Slope From Bottom	CY	60	\$ 125	\$ 7,500
Repair Dickman Trail Road Shoulder				
Excavate Asphalt, 12" Subgrade, Inlet	CY	18	\$ 25	\$ 450
Install New Pre-cast Inlet Drop Structure	LS	1	\$ 5,000	\$ 5,000
Re-work Subgrade and Place 12" Engineered Fill	CY	18	\$ 40	\$ 720
CIP Curb and Gutter Integrated with Inlet	LF	40	\$ 30	\$ 1,200
Asphalt Surfacing	SF	440	\$ 4	\$ 1,760
Preliminary Engineering		5%		\$ 9,000
Final Engineering		20%		\$ 36,000
Structural Investigation and Survey	LS	1	\$ 6,000	\$ 6,000
TOTAL ESTIMATE COST				231,000
			-15%	196,000
			20%	277,000

Appendix B

Inspection Photos and Videos

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving and Accepting a Proposal from Braun Intertec Corporation for Geotechnical Services

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving and accepting a proposal from Braun Intertec Corporation for Geotechnical Services.

SUMMARY

City staff made a request for proposals from three geotechnical firms for geotechnical services. The geotechnical services are for testing and evaluating 23.7 centerline miles of urban roadways to identify appropriate pavement rehabilitation strategies such as mill and overlay, partial reconstruction, and reconstruction for the Pavement Management Program.

The following firms submitted a proposal:

Braun Intertec Corporation	\$77,965.00
Element Materials Technology	\$88,665.00
American Engineering Testing	\$99,682.10

The RFP from Braun Intertec Corporation dated November 7, 2017 for geotechnical services in the amount of \$77,965.00 was the lowest cost proposal. Staff is adding 5.6 miles of additional ground penetrating radar at \$150 per mile, for an additional \$840, to collect data on both sides of wider collector streets, for a revised total contract amount of \$78,805. The work will be paid for by the Pavement Management Fund.

The proposals have been reviewed by staff and the Engineering Division recommends that the proposal from Braun Intertec Corporation be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. Braun Intertec Corporation also performed the similar geotechnical services for the Pavement Management Program in 2013.

Staff recommends that the Council adopt the resolution accepting the proposal from Braun Intertec Corporation for geotechnical services in the amount of \$78,805.

SWD/kf

Attachments: Resolution
 Proposals

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

**RESOLUTION RECEIVING AND ACCEPTING A PROPOSAL FROM BRAUN INTERTEC
CORPORATION FOR GEOTECHNICAL SERVICES**

RESOLUTION NO. _____

WHEREAS, a request for proposal was sent to three geotechnical firms for geotechnical services; and

WHEREAS, Braun Intertec Corporation has provided a proposal for geotechnical services as outlined in their November 7, 2017 proposal.

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

1. Braun Intertec Corporation's proposal dated November 7, 2017 is accepted and staff is authorized to enter into an agreement for geotechnical services in the amount of \$78,805.00.
2. The work shall be funded by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of November 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

November 7, 2017

Proposal QTB068501

Mr. Steve Dodge
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Pavement and Geotechnical Evaluation Services
2018 Pavement Management Program
Inver Grove Heights, Minnesota

Dear Mr. Dodge:

Braun Intertec is pleased to submit this proposal to complete pavement and geotechnical evaluation services on selected streets located in Inver Grove Heights, Minnesota.

Our Understanding of Project

Per the Request for Proposal (RFP) and our phone discussion, we understand the City has identified 23.7 miles of streets to be improved as part of the City's overall pavement management program. Based off of condition ratings, 5.7 miles have been identified as potential mill-and-overlay candidates and 18.0 miles have been identified as potential full-depth repair candidates.

As part of the plan development, the City is requesting Ground Penetrating Radar (GPR) testing, pavement coring and hand auger borings, standard penetration test borings, and laboratory testing.

Our Proposed Project Approach

To determine continuous in-place thicknesses of the bituminous and aggregate base layers, if present, we will first perform GPR testing. The GPR data will then be analyzed and will be used to identify pavement core and hand auger boring locations. Based on the RFP, up to 200 pavement core and hand auger boring locations have been requested, resulting in a spacing of about 625 feet. Before performing any pavement coring and hand auger borings, we will first discuss the GPR findings with the City and will provide our recommendations as to the number and locations of pavement cores and hand auger borings.

Once the pavement coring and hand auger borings are complete, we will provide a preliminary report of the findings for each of the tested streets. Based on the in-place materials and underlying core conditions, as well as our review of the City's pavement management data for each street, we will provide a discussion related to the City's planned repair, or whether some other repair is recommended, such as reconstruction.

We will then schedule a meeting with the City to discuss our recommendations. Based on our recommendations, if geotechnical testing services are warranted, we will perform standard penetration test borings. Based on the RFP, up to 200 borings have been requested, along with laboratory testing.

Proposed Scope of Services

The following tasks are proposed to help us achieve our stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming our work.

Pavement Evaluation Services

GPR Testing

To evaluate the in-place pavement thicknesses, GPR testing will be conducted on 23.7 miles of streets with a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds in a single direction of travel, with pavement thickness data gathered at an interval of approximately one foot. Our GPR measurements will be tied to GPS coordinates and can be verified with pavement core and hand auger boring data.

A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference can limit the useful depth of the data.

Pavement Coring and Hand Auger Borings

To help characterize the in-place pavement and refine the GPR data analysis, as requested in the RFP, we will perform up to 200 pavement cores and hand auger borings. We understand approximately 50 cores are to be 6-inch diameter cores and that approximately 150 of the cores are to be 4-inch diameter cores. The pavement cores and hand auger borings will serve to verify GPR thickness measurements, and will be used to visually assess the roadway materials as part of our evaluation of repair options.

The pavement cores and aggregate base samples will be retained in the event that you (or others) would like to observe them or for any additional laboratory testing that may be useful for this purpose. Cores will be photographed and included in our final report.

Given the depths of the pavement cores and hand auger borings, which will only extend to the bottom of the aggregate base layer, we are assuming utilities do not need to be cleared. Locations for the pavement cores and hand auger borings will be obtained through the GPR testing. Coordinates from the GPR testing will be downloaded onto an iPad for use in the field. This eliminates the need to mark the locations prior to the field work. If locations need to be altered in the field, new coordinates will be obtained with the iPad.

Traffic Control

Traffic control is needed during pavement coring and hand auger borings to protect our field crew and alert motorists of our work. Based on the map provided in the RFP, it appears most of the streets to be tested are low-volume residential streets. However, some of the streets are higher volume collector-type streets. For low-volume streets, it is planned that we will use traffic cones and signs. We assume the higher volume streets will require flagging. We have included a cost for traffic control in our cost estimate.

Pavement Evaluation Reporting

Data obtained from the pavement evaluation will be used to prepare a report, including:

- A CAD sketch showing project limits and approximate exploration locations.
- Tabular and graphical depiction of the GPR scan results for each of the streets tested.
- A discussion of the GPR findings.
- Bituminous and aggregate base thickness results as obtained from the pavement cores and hand auger borings.
- Photo log of the pavement cores.
- A review of the City's Pavement Condition Index (PCI) data.
- A matrix summarizing our results, including data obtained from GPR, coring and PCI data.
- Discussion related to the City's planned repair type, and our recommendations for repair.
- Our recommendations for geotechnical evaluation testing that should be performed.
- GIS maps indicating our recommendations for repair.

Once our report has been prepared, we will meet with the City to discuss our findings and recommendations. We have included time for this meeting time in our cost estimate.

Our report will be delivered electronically, unless requested otherwise by you.

Geotechnical Evaluation Services

As described in Our Proposed Project Approach, based on the pavement evaluation results and our recommendations for repair, we will provide recommendations for any geotechnical evaluation testing that is warranted. Based on the RFP, we understand up to 200 standard penetration test borings are being requested as part of the geotechnical evaluation work.

From our discussion, drilling can be performed from 7:00 AM to 7:00 PM Monday through Saturday. We intend to perform drilling on higher volume roadways during non-peak hours and will obtain a right-of-way (ROW) permit from the City prior to our work. Fees for the ROW permit will be waived.

Site Access, Staking and Utility Clearance

The proposed soil borings are located on existing roadways, which will allow access with a truck-mounted drill rig.

Prior to drilling, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representatives are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Standard Penetration Test Borings

We will drill up to 200 standard penetration test borings to the requested depth of six (6) feet. Penetration tests will be performed and samples will be gathered at 2.5-foot vertical intervals until the depth of termination.

If organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Given the intended boring depths, we assume the boreholes will not need to be sealed with grout and a sealing record will not need to be submitted.

If it is necessary to extend the borings to deeper depths, the Change Order addressed above will also include fees associated with grouting and sealing records.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory and will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted the following tests assuming a total of 200 borings are performed:

- 100 moisture content tests
- 50 mechanical analysis through a #200 sieve only

Traffic Control

Traffic control is needed during drilling to protect our field crew and alert motorists of our work. Based on the map provided in the RFP, we are assuming some of the higher volume streets will require flagging, and that lower volume streets will require cones and signs. We have included a cost for traffic control in our cost estimate.

Geotechnical Evaluation Reporting

Data obtained from the geotechnical evaluations will be incorporated into our final report, including:

- A CAD sketch showing project limits and approximate exploration locations.

- Boring logs describing the materials encountered. The depth to groundwater will be identified if encountered during drilling.
- Summary of laboratory testing.
- A written summary of the subsurface profile and groundwater conditions.
- Discussion regarding our recommendations for design and construction of the streets tested.

Our report will be delivered electronically, unless requested otherwise by you.

Key Personnel

Amy Grothaus will serve as the Project Manager for this project. Amy worked on the City of Inver Grove Heights pavement and geotechnical evaluation project that was performed in 2014. Furthermore, Amy spent many years working at GoodPointe Technology with the City's pavement management program (ICON). For this project, Amy will oversee the field work and will do much of the report writing. Support personnel will include Heidi Olson and Dan Wegman.

Amy Grothaus, PE – Project Manager



Amy will be in charge of overall project coordination, testing and data analysis, and will perform much of the report writing for this project. Ms. Grothaus has 20 years of experience in the area of pavement management, pavement evaluation and repair recommendation work. She has assisted numerous agencies with every aspect of pavement management including system implementation, ongoing maintenance, and development of Capital Improvement Plans.

Heidi Olson, EIT – Staff Engineer



Heidi will perform analysis of the GPR data for this project. She will also assist with the field work, including pavement coring, hand auger borings, and the geotechnical evaluations. She has helped with the analysis of numerous GPR projects and is very familiar with PCI data and pavement management in general. She also has extensive experience with geotechnical evaluation work and review any soils obtained as part the project.

Daniel Wegman, PE – Principal-in-Charge



Dan will serve as a Principal-in-Charge for the project. Dan has extensive experience in pavement research, materials and construction, repair recommendations, and design. He has worked with numerous agencies on various pavement preservation and rehabilitation techniques. Dan is an instructor for the University of Minnesota Local Technical Assistance Program (LTAP) classes and has been involved in a variety of seminars and presentations related to pavement evaluations, pavement management, and pavement repair techniques.

Related Project Experience

Provided below are some recent projects we have worked on that are similar in nature to this project:

- As previously noted, Braun Intertec completed the City of Inver Grove Heights pavement and geotechnical evaluation project in 2014.
- Amy Grothaus, who will serve as Braun Intertec's project manager, spent many years working at GoodPointe Technology with the City's pavement management program (ICON).
- We have performed testing, reviewed data, and provided repair recommendations in matrix format to a number of agencies including the City of Coon Rapids, the City of Columbia Heights, Minneapolis Park and Recreation Board, University of Minnesota, Washington County, Dakota County, and Anoka County.
- Braun Intertec has performed several pavement consulting projects with Dakota County. Working primarily with Todd Howard, our project work has included Falling Weight Deflectometer (FWD) testing and evaluation work for the entire County roadway system, pavement management services which included a review of approximately 48 miles of roadway identified for mill-and-overlay. Braun Intertec reviewed the roadways and provided our recommendations for repair.

Cost

Based on the RFP, we will furnish the services described in this proposal on a unit cost basis for an estimated not to exceed fee of **\$77,965**. This cost assumes 200 pavement cores and hand auger borings will be performed, as well as 200 standard penetration test borings and the associated laboratory testing. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. Actual fees will be based on the actual units provided and hours worked.

Table 1 provides a breakdown of the total design project costs as requested in the RFP, as well as field work and related expenses.

Table 1. Total Fees

Phase	Task	Principal Engineer	Project Manager/ Project Engineer	Staff Engineer	Project Assistant/ Field Technician	CADD/ Graphics Operator	Field Work	Expenses
Pavement Evaluation	GPR Data Collection (23.7 miles)						\$1,650	\$54 (mobilization)
	GPR Analysis			30				
	200 Pavement Coring and Hand Auger Borings						\$13,400 (includes traffic control)	\$650 (patching material and trip charges)

Phase	Task	Principal Engineer	Project Manager/ Project Engineer	Staff Engineer	Project Assistant/ Field Technician	CADD/ Graphics Operator	Field Work	Expenses
	Pavement Evaluation Reporting	2	22	20	1.5	1.5		\$50
Geotechnical Evaluation	Site Layout, Staking, Utility Clearance				40	2		\$1,580 (Trimble Rover and trip charges)
	Drilling (200 borings)						\$32,316 (includes traffic control)	\$550 (patching material)
	Lab Testing							\$4,000
	Final Pavement and Geotechnical Evaluation Report	4	22	20	24	4		
Total Hours		6	44	70	65.5	7.5		
Total Field Work Cost & Expenses							\$47,366	\$6,884

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

Any additional GPR data collection will be charged at a rate of \$150 per mile. This includes data collection, analysis and reporting of the data.

Any additional drilling will be charged at a rate of \$20 per linear foot.

Schedule

As per the RFP, it is requested that one-fourth of the data be collected by November 30th for the 2018 mill-and-overlay projects. Both GPR and hand auger borings are weather dependent; GPR must be conducted when roadways are dry and hand auger borings can only be performed when subgrades are not frozen. As soon as we are authorized to proceed, and as weather permits, we will perform the GPR testing. We anticipate GPR testing for the entire 23.7 miles will take one and a half days to complete.

The 5.7 miles of GPR data for the mill-and-overlay streets will be analyzed immediately so that pavement core and hand auger boring locations for those streets can be selected. We will perform the pavement coring and hand auger borings as is permitted by weather, and will provide our recommendations for repair of the 5.7 miles within two weeks of completing the field work.

Our analysis for the remaining 18.0 miles will be conducted in the winter so that pavement coring and hand auger borings can be performed in the spring as soon as frost is out of the ground. We anticipate we'll be able to conduct this work in late April or early May. Our full report will be delivered within three weeks of the field work, likely in late May. At that time we will discuss any geotechnical evaluations that are warranted and will schedule that work.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

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

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

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

We have included the Master Professional Services agreement with the City of Inver Grove Heights, dated April 12, 2012, which provide additional terms and are a part of our agreement.

To have questions answered, please contact Amy Grothaus at 651.261.7122.

Sincerely,

BRAUN INTERTEC CORPORATION


Amy J. Grothaus, PE
Associate Principal/Project Engineer


Robert J. Janssen, PE
President/Principal Engineer

Attachments:
Estimated Cost Tabulation

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB068501

2018 Pavement Management Program

Client:

City of Inver Grove Heights
Steve Dodge
8150 Barbara Ave
Inver Grove Heights, MN 55077
651-450-2500

Work Site Address:

Various City Street
Inver Grove Heights, MN

Service Description:

Pavement and Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Pavement Evaluation Services				
Activity 1.1	Ground Penetrating Radar Testing				\$5,754.00
259	GPR Testing, per hour	10.00	Hour	165.00	\$1,650.00
8640	Mobilization	100.00	Each	0.54	\$54.00
118	Staff Engineer - GPR Analysis & Graphs	30.00	Hour	135.00	\$4,050.00
Activity 1.2	Pavement Coring & Hand Auger Borings				\$14,050.00
252	Bituminous Coring & Hand Auger Borings (2 person crew)	60.00	Hour	200.00	\$12,000.00
SUB-BILL	Traffic Control (assumes flagging for 1 full day)	20.00	Each	70.00	\$1,400.00
1862	Trip Charge	2.00	Each	50.00	\$100.00
9738	Bituminous patch, per bag	50.00	Each	11.00	\$550.00
Activity 1.3	Reporting				\$6,587.00
138	Project Assistant	1.50	Hour	85.00	\$127.50
371	CADD/Graphics Operator	1.50	Hour	113.00	\$169.50
118	Staff Engineer (Core Photo Log and Matrix)	20.00	Hour	135.00	\$2,700.00
126	Project Engineer (Report)	20.00	Hour	145.00	\$2,900.00
125	Project Manager	2.00	Hour	135.00	\$270.00
130	Principal Engineer	2.00	Hour	185.00	\$370.00
1862	Trip Charge	1.00	Each	50.00	\$50.00
Phase 1 Total:					\$26,391.00
Phase 2	Geotechnical Evaluation Services				
Activity 2.1	Site Layout - Staking - Utility Clearance - CADD				\$5,606.00
205	Project Assistant, Site layout and utility clearance	40.00	Hour	95.00	\$3,800.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	32.00	Each	40.00	\$1,280.00
1862	Trip Charge	6.00	Each	50.00	\$300.00
371	CADD/Graphics Operator	2.00	Hour	113.00	\$226.00
9920	Right of Way Permit, each	1.00	Each	0.00	\$0.00
Activity 2.2	Truck Mounted Drill Rig and Crew				\$32,866.00
9000	Truck Mounted Drilling Services, per hour	114.00	Each	254.00	\$28,956.00
SUB-BILL	Traffic Control (assumes flagging 3 full days, 2 person crew)	48.00	Each	70.00	\$3,360.00
9738	Bituminous patch, per bag	50.00	Each	11.00	\$550.00
Activity 2.3	Soils Test				\$4,000.00
1166	200 wash (ASTM C 117), per sample	50.00	Each	60.00	\$3,000.00
1152	Moisture content (ASTM D 2216), per sample	100.00	Each	10.00	\$1,000.00
Activity 2.4	Engineering				\$9,102.00
138	Project Assistant (Boring Logs & Report Editing)	24.00	Hour	85.00	\$2,040.00

Project Proposal**QTB068501****2018 Pavement Management Program**

118	Staff Engineer	20.00 Hour	135.00	\$2,700.00
126	Project Engineer	20.00 Hour	145.00	\$2,900.00
130	Principal Engineer	4.00 Hour	185.00	\$740.00
125	Project Manager	2.00 Hour	135.00	\$270.00
371	CADD/Graphics Operator	4.00 Hour	113.00	\$452.00
Phase 2 Total:				\$51,574.00

Proposal Total:	\$77,965.00
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November 7, 2017

Mr. Steve W. Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2541
sdodge@invergroveheights.org

RE: Proposal for Geotechnical Survey and Evaluation of Pavements
City of Inver Grove Heights 2018 Pavement Management Program

Dear Mr. Dodge:

Element Materials Technology St. Paul Inc. (Element) thanks you for the opportunity to submit this proposal for a geotechnical survey and pavement evaluation to support the City of Inver Grove Heights, Minnesota 2018 Pavement Management Program.

As stated in the City's Request for Proposal (RFP), our proposal includes:

- A statement of our Project Understanding and Approach listing our work tasks and effort to complete this project. We have also provided a description of our project approach that we believe will add value to this project, aiding the City in controlling project costs.
- A statement of our Key Personnel and qualifications that will be assigned to your project to complete the project work assignments.
- A statement of our Previous Experience listing projects that Element was previously engaged, supporting the design and construction of State Aid and Dakota County projects.
- A statement of Sub-consultants with qualifications that Element will use as part of our project team to support our work tasks. Element proposes to use our quality approved sub-consultants 3Dgeophysics to provide Ground Penetrating Radar (GPR) services and Safety Signs, LLC for special traffic controls along roadways with high traffic density. We have also stated the percentage of work effort each sub-consultant would deliver under our scope of work.

- A statement of the Fee Estimate based upon our project scope of work. Our fee estimate is divided into work tasks listing hourly estimates for project personnel, sub-consultants, estimated laboratory tests, and field work.

We look forward to work with you on this important City project. We have scheduled our work to meet your deadline of completing approximately one-quarter of the data collection by November 30, 2017 to support your 2018 Pavement Management Program. Element has been providing geotechnical and testing services for municipalities in the state of Minnesota for over 70 years having supported many street reconstruction projects with geotechnical engineering and construction services. We understand City goals and objectives for such projects, to provide good serviceable long lasting roadways to the citizens of their community. Element with such experience can guide the City with developing the most cost favorable engineering solutions for your 2018 Pavement Management Program.

PROJECT UNDERSTANDING and APPROACH

Element understands the City of Inver Grove Heights is developing a Pavement Management Program with rehabilitation of approximately 23.7 miles of urban roadways. Of this, 18 miles will receive full-depth reconstruction and 5.7 miles will be rehabilitation projects with mill and overlay of the existing in-place pavement.

Element has completed many successful projects with similar scope as such, has gained experience and knowledge to evaluate pavement circumstances that will add value to your project. We understand this project will be a major cost expenditure for the City. Our goal with this project is to advise the City with the best and most cost effective solution for their pavement management program through an understanding of the City goals and objectives and findings of existing pavement conditions. Our pavement rehabilitation strategies will be coupled with City project goals and objectives (project service life, capital with maintenance costs) with an expectation of roadway future traffic density and ground conditions needed for support of the pavement section.

We understand that the City may need our support during public participation and meetings. Our team has been involved with many public informational meetings to support road rehabilitation programs similar to yours. This may involve the presentation of technical findings with recommendations to support the pavement rehabilitation strategy.

Based on your description of the project, our scope of work to support the City goals and objectives are as follows:

Task 1 - Project Management

Under this Task Element will provide project management for the duration of the project. We will work closely with the City to assure the project goals and objectives will be met. We will monitor the authorized project budget and notify the City of any changes to our agreed upon services. Invoices will be prepared and submitted to the City monthly. As

part of this task we will attend one (1) public meeting to support the City with a presentation of our field investigation findings and pavement section recommendations.

Task 2 – Field Investigation

Element will conduct a field investigation to characterize existing pavement thickness and soil conditions. The field investigation will include the follow work tasks:

- Meet with City of Inver Grove Heights staff to discuss and review boring/core locations. Element will locate and mark the boring and core locations (400 locations) within the existing pavement surfaces. It is assumed for purposes of this proposal the boring and core locations will be evenly spaced along the various roadways. Element will contact Gopher-State-One-Call utility clearance to locate public utilities within a 50' radius around the boring and core locations. The City will be responsible for identifying all private utilities within the drilling areas not located by Gopher-State-One-Call. At the request of the City, Element would provide this service using a Private Locator to locate unmarked utilities, if needed, at a cost of \$150.00/hour. Based upon the preliminary project description, all the borings/core locations will be located within the roadway right-of-ways therefore, a Private Locator should not be needed for this project.
- Obtain City work in the ROW permit. It is our understanding that the permit fees would be waived since we would be under contract with the City.
- Perform 200 Standard Penetration Test (SPT) borings to a nominal depth of 6' (total drill footage not to exceed 1200') at street locations approved by the City. Actual drilling locations to be dependent on site access and where existing utilities/structures are not located. It is our understanding that the City of Inver Grove Heights will provide ground surface elevations at each test location during the project survey. At the request of the City, Element can elevate the borings to the nearest ½ foot provided we are supplied known benchmark(s) close to the project areas.

Boring depths may be extended per prior authorization from the City if soft soils, poor quality fill, or organic soils are encountered near the planned termination depth, the boring shall continue until 5' of suitable bearing soils are observed. Each borehole will be backfilled with auger cuttings and or bentonite chips then surfaced with bituminous cold patch to match the existing pavement thickness section.

Element will provide traffic control measures during the field program to safely direct traffic around the drilling areas. This will include signage and cones to direct vehicles safely around the drilling/coring operations. Project sub-area roadways (Cahill Avenue and Blaine Avenue E.) that experience higher traffic density would require a special moving traffic control layout plan with flag persons per MnDOT traffic control standards as outlined in the MMUTCD.

Our quality approved subcontractor Safety Signs, LLC would be providing the traffic control for the boring/coring performed within these high traffic areas.

It is our understanding that working hours would be between 7:00am and 7:00pm Monday through Saturday with working restrictions for morning and evening rush hours for the higher volume City State Aid or collector streets.

- Perform laboratory analysis of selected soil samples including mechanical analysis tests (not exceeding 20 tests) and moisture content tests (not exceeding 25 tests). Atterberg Limits determinations (not exceeding 8 tests) would be performed if cohesive soil samples are recovered during drilling. All tests will be performed in general accordance with ASTM standards.
- Perform 200 bituminous cores at street locations approved by the City. Beneath the bituminous section, auger sampling will be performed to a depth of not more than 12 inches to determine supporting base aggregate thickness and composition. Descriptions of each encountered pavement subbase will be noted on the pavement core logs. At 50 locations (5.6 miles of roadway), six-inch diameter pavement core samples will be recovered. At 150 locations (18.1 miles of roadway), four-inch diameter pavement core samples will be recovered. The core samples will be returned to our laboratory, logged, measured, and photographed.
- Element will collect 23.8 miles of roadway data using Ground Penetrating Radar to determine pavement and subbase thicknesses. Element will use our quality approved sub-contractor 3D Geophysics to provide this service. 3D Geophysics proposes to use 1 gigahertz ground coupled GPR/GPS equipment to collect profiles along a single track within the roadways. We feel the collection of data by using this method is better than air launch GPR since most of the radio waves from the air launch approach, approximately 90%, bounce off the surface of the pavement and never enter the subsurface for useful imaging. Air launch systems are therefore notoriously noisy and do not like to penetrate base material. Ground coupled systems are better to collecting data. We caution that due to the time of the year weather and roadway conditions (snow and ice build up, etc.) may affect collection of GPR data regardless of the system used.

Our scope of services under this proposal/contract does not include performing environmental Phase 1, Phase 2 or performing environmental field or laboratory testing. Element can provide these services at an additional cost if requested.

Task 3 – Engineering Summary Reports

Element will prepare a geotechnical engineering and pavement core summary report having the following information:

- Soil boring and pavement core location maps.

- Soil boring logs with standard penetration readings, soil classification (color, relative moisture content, density and or consistency), results of laboratory tests, existing pavement thickness and aggregate base thickness, and groundwater conditions, if present.
- Pavement core logs describing thickness, general condition and photographs for each core.
- A summary table of the bituminous and subbase thicknesses based upon GPR and core investigations.
- A summary table of the laboratory test results.
- Estimated depths of unsuitable soils at each boring location, if encountered.
- Recommendations for groundwater management, if observed in the borings during drilling.
- Recommendations for pavement excavation best management practices and backfilling.
- Recommendations for mill and overlay pavement rehabilitation and full-depth pavement reconstruction for the various street areas.
- Potential construction difficulties regarding excavation and backfill.

Two (2) paper copies and one (1) pdf copy will be provided to the City. Additional copies may be provided as requested by the City.

Project Timeline

As stated in the RFP, Element will complete approximately one-quarter of the data collection by November 30, 2017 which will include portions of the bituminous cores, borings, and GPR services. The remaining soils borings will be completed in December 2017, with the balance of the GPR work completed between mid December 2017 and mid January 2018, weather depending. The delivery of the final engineering reports to the City will be February 9, 2018. Preliminary reports of findings as field work is completed will be prepared and provided to the City for review to aid in maintaining their design schedule. Our project schedule showing the duration of work activities is presented on the attached Project Timeline. Please see attached schedule for additional details. Our field schedule is flexibility, based upon discussions with the City, we would have the ability to expedite some of the field work if needed, and weather cooperated.

KEY PERSONNEL

Element has assembled an experience project team that has demonstrated success with similar pavement rehabilitation projects. The following table presents our key project team members and qualifications.

Project Role	Project Team Member	Qualifications
Project Manager	Mark Straight, P.E	Mark Straight is a Minnesota licensed professional engineer with more than 20 years of experience. Mr. Straight has completed numerous pavement reconstruction and rehabilitation projects for Minnesota Cities and private industries. His expertise includes geotechnical investigations for pavement design, pavement section design and analysis, pavement construction for mill and overlay and new construction/reconstruction.
Senior Geotechnical Engineer	John Starke, P.E.	Mr. Starke is a professional engineer having over 30 years of experience supporting various clients in the planning and designing of geotechnical engineering projects. He has demonstrated strong engineering leadership skills, leading multi-disciplined engineering teams supporting project engineering goals and objectives. Mr. Starke has a broad technical background which includes geotechnical engineering, mining engineering, and civil engineering.
Geotechnical Engineer	Brian Nehring, E.I.T.	Mr. Nehring has drilling experience as a subsurface investigation specialist with truck mounted and all-terrain mounted drill rigs, as well as sampling and testing equipment. Mr. Nehring has a broad range of capabilities as a subsurface investigation specialist, including logging bore holes, hollow stem auger, mud rotary drilling, installation of monitoring wells and piezometers. MnDOT Certified.
Field Core Inspector	Chuck Anderson	Field and Lab Supervisor: Responsibilities include maintaining and operating a certified AASHTO (American Association of State Highway and Transportation Officials) Materials Reference Laboratory (AMRL) that conducts numerous construction material tests. This includes tests for soils, bituminous, concrete, grout, and masonry. Responsibilities also include writing technical reports and maintaining quality/training records of equipment and personnel. Mr. Anderson also assists with the training of technical personnel. MnDOT Certified.
Drill Crew Chief	Kevin Keck	Mr. Keck has over 20 years of drilling experience with all types of truck mounted, all-terrain mounted, track mounted, and skid mounted drill rigs, as well as sampling and testing equipment. Mr. Keck has a broad range of drilling capabilities, including hollow auger, mud rotary drilling, diamond core drilling, "A", "B", "N", "NQ", double and triple tube, PQ triple tube, coring experience in sandstone with retention shales, limestone, granite and quartz, installation of monitoring wells and piezometers, packer tests, pressuremeter tests, pitcher sampling and vane shear tests, slope indicators, angle drilling and air drilling.

Lab Technician	Long Tran	Engineering Technician: Responsibilities include performing field testing and inspections of concrete, soil, bituminous, and masonry for a wide range of construction projects. Documenting field observations/test results and preparing professional reports for clients, governmental agencies, Cities, and Counties. MnDOT Certified.
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Resumes of the key project team members showing relevant project experience are attached.

PREVIOUS EXPERIENCE

Element has performed numerous coring and drilling projects for street rehabilitation and street reconstruction projects. Element provides valued engineering solutions based on the encountered conditions of the pavements and underlying supporting base and soil structures. A sampling of the projects include:

- Flint Hills Resources 400 Million Dollar Expansion – Includes A and C Street Reconstruction – GPR of C Street
- City of Prior Lake 2015-2018 Street Reconstruction Projects\
- City of Crystal Street Reconstruction Projects 2015
- Trunk Sanitary Sewer NE Quadrant of 70th Street W. and Argenta Tr. Inver Grove Heights, MN
- Bridge #49516 Replacement, Morrison County - 2016
- Proposed District 16 School, Blaine, MN - 2016
- UPS Mankato Parking Lot Expansion - 2016
- Bridge #L6376 Replacement, Crosslake, MN - 2016
- Proposed Water Main, City of Inver Grove Heights - 2016
- UPS Minneapolis - Retaining Wall Reconstruction – 2015/2016
- Tunnel Investigation, City of St. Paul – 2011
- Apache Lane Culvert Crossing, Alexandria Township – 2011
- TH55 Coring, Minnesota Department of Transportation – 2011



SUB-CONSULTANTS

Ground Penetrating Radar Services

Element will team with 3Dgeophysics (3Dg) to complete the GPR scope of work. 3Dgeophysics is located in Chaska, MN was established in 1999 to promote the use of geophysics. 3Dg specializes in the acquisition and analysis of geophysical data for geotechnical, engineering, and environmental applications. The experienced staff at 3Dg has provided geophysical services to commercial and government clients throughout the US for over 25 years. 3Dg has extensive expertise using GRP systems to evaluate pavement profiles through existing roadways. Resumes of principle 3Dg personnel that will participate with our team are attached.

Special Traffic Control Services

Element will contract with Safety Signs, LLC during the field work to provide special traffic controls along high density roadways. Based on our knowledge of the project area, we believe Cahill Avenue and Blaine Avenue E. would require more rigorous traffic control procedures due to elevated traffic volume along these roads. Safety Signs, LLC will provide traffic control for these areas during our boring and coring work.

FEE ESTIMATE

Our estimated fees for this project per task are listed below. The detailed cost breakdown stating labor hours and rates, laboratory testing rates, and field work costs are provided in the attached Fee Schedule Table. If additional work is requested it will be provided at the unit rates as detailed on the attached Fee Schedule.

Task 1 - Project Management	\$6,080.00
Task 2 – Field Investigation	\$74,555.00*
Task 3 – Engineering Summary Reports	<u>\$8,030.00</u>
Estimated Project Total	\$88,665.00

*Lab costs included with Task 2.

We reserve the right to review our proposal and costs and amend as needed if the project scope changes. Additional boring depth and or engineer if needed and authorized by the City would be charged at the unit rates as listed in the attached fee schedules. Additional mobilization charges may apply if additional boring depth exceeds more than 5% of the total base drilling amount.

Our drill rig may cause minor damage to the surface while drilling especially in wet conditions. We will try our best to minimize such damage. This quote does not include repairing damage caused to the surface by our drill rig.

The City will provide access to boring and core locations prior to drilling activities. This proposal does not include the cost of tree cutting, moving cars/trucks, snow removal, or constructing access to the boring locations. Additional charges may apply if site access challenges occur.

Rock coring is not included in this proposal. If rock coring is required and authorized by the City would be at a rate of \$50.00/foot plus set up costs which typically start at a minimum of \$1000 depending on site conditions. We do not anticipate at the depths of the borings that rock coring would be required for this project.

Costs for special permits if needed or required to perform this work are not included in this proposal. This would include a railroad right-of-way permit/insurance, if required. We

understand that the boring and core locations will be located outside all railroad right-of-way. Any additional costs for City/County or other permits if required for this work would be passed on through to the Client. At this time we do not anticipate any additional special permit costs required for this project.

This price is valid for thirty days from date above. Invoices are due upon receipt. A late payment FINANCE CHARGE will be charged at the periodic rate of 1.5% per month (or the maximum allowed by law) on any balance remaining unpaid 30 days after the date of the invoice.

CLOSURE

We look forward to working with you on this project. Please indicate your acceptance of this proposal by signing one copy and returning it to us as our notice to proceed. If you have any questions regarding this proposal, please contact John Starke at 651-659-429, email: john.starke@element.com or Mark Straight at 651-659-7447, email: mark.straight@element.com.

Sincerely,

ELEMENT MATERIALS TECHNOLOGY ST. PAUL INC.



John Starke
Staff Geotechnical Engineer
MN Reg. No. 23546



Mark Straight, P.E.
Senior Project Engineer
MN Reg. No. 41658

Attachments:	Project Timeline	(1 Page)
	Project Fee Schedule	(1 Page)
	Resumes of Key Personnel	(8 Pages)

Acceptance:

Signature

Printed Name

Title

Date

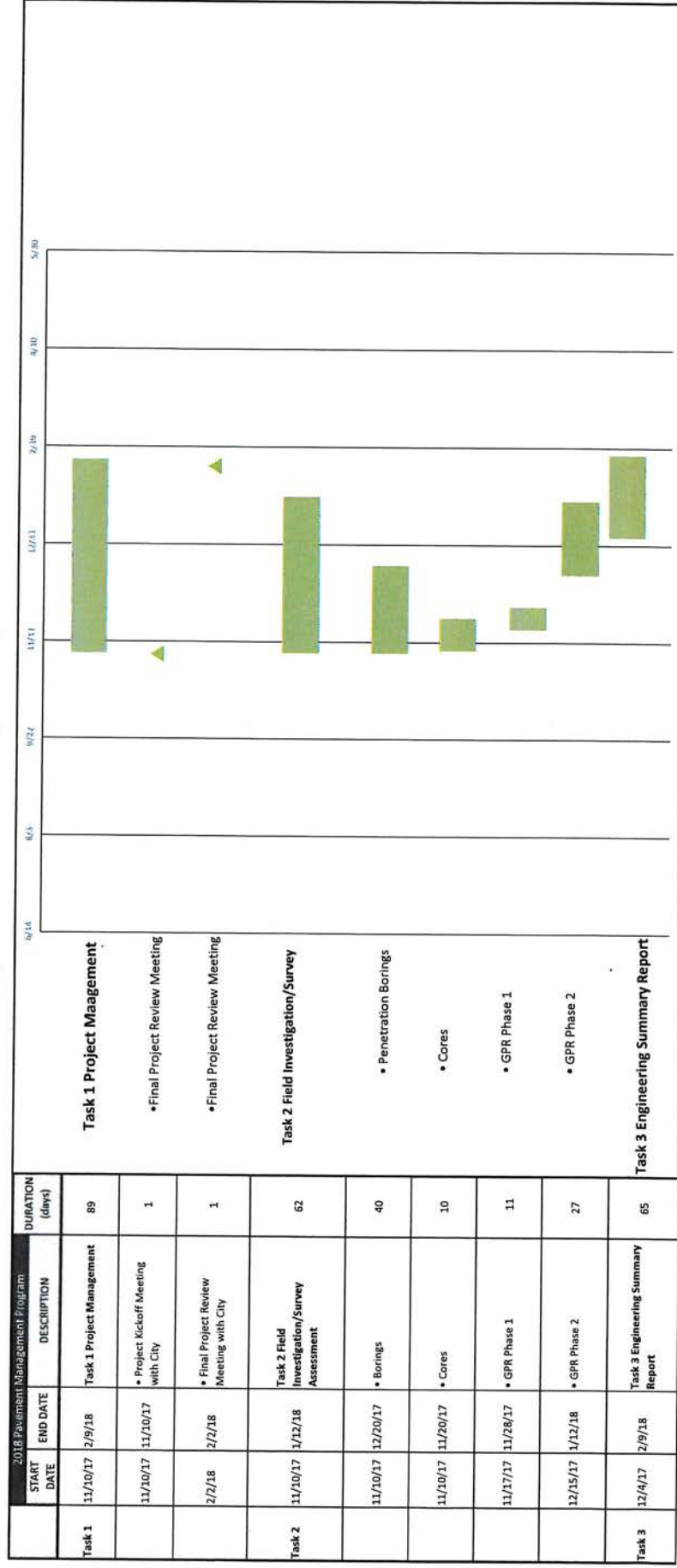


Element Materials Technology
662 Cromwell Avenue
St. Paul, MN
55114-1720 USA
info@element.com
element.com

Element Materials Technology St. Paul
Inc. 662 Cromwell Avenue
St. Paul, MN
55114-1720 USA
Phone: (651) 645 3601

Project: Geotechnical Survey and Evaluation of Pavements
City of Inver Grove Heights 2018 Pavement Management Program
Inver Grove Heights, MN

Proposed Project Timeline Geotechnical Survey and Evaluation of Pavements City of Inver Grove Heights 2018 Pavement Management Program





P 651 645 3601
F 651 659 7348
T 888 786 7555
info.stpaul@element.com
element.com

Project Fee Schedule

Task	Personnel										Consultants		Expenses		Project Totals				
	Project Manager		Senior Geotechnical Engineer		Geotechnical Engineer		Field/Lab Tech		Sub Consultants		Mileage/ Reproduction, etc.	Total Labor Hours	Total Labor Cost	Total Drilling Cost	Total Core Cost	Total Lab Cost	Total Cost		
	\$ 150.00 Hr.		\$ 125.00 Hr.		\$ 110.00 Hr.		\$ 85.00 Hr.		3D Geo Phy \$1350/mile	Safety Signs									
Task 1 PM	18	\$ 2,700.00	8	\$ 1,000.00	8	\$ 880.00	--	--	--	--	\$ 1,500.00	34	\$ 4,580.00	--	--	--	\$ 6,080.00		
Task 2 Field Investigation	6	\$ 900.00	8	\$ 1,000.00	36	\$ 3,960.00		28	\$ 2,380.00	\$ 31,995.00	\$ 4,000.00	\$ 1,000.00	78	\$ 8,240.00	\$ 19,200.00	\$ 7,750.00	\$ 2,370.00	\$ 74,555.00	
Task 3 Engineering Reports	12	\$ 1,800.00	8	\$ 1,000.00	38	\$ 4,180.00		10	\$ 850.00	--	\$ 200.00	68	\$ 7,830.00	--	--	--	\$ 8,030.00		
Total	36	\$ 5,400.00	24	\$ 3,000.00	82	\$ 9,020.00		38	\$ 3,230.00	\$ 31,995.00	\$ 4,000.00	\$ 2,700.00	180	\$ 20,650.00	\$ 19,200.00	\$ 6,000.00	\$ 2,370.00	\$ 88,665.00	

Field and Laboratory Fee Schedule Breakdown

Task	Drilling		Cores			Laboratory Testing						
	Drilling 200 Boreholes		Cores 6"	Cores 4"		Moisture Content	Mechanical Analysis	Atterbergs				
	\$ 16.00	ft	\$ 33.00	core	\$ 29.00	core	\$ 18.00	test	\$ 70.00	test	\$ 65.00	test
Task 1 PM		--	--	--	--	--	--	--	--	--	--	--
Task 2 Field Investigation	1200	\$ 19,200.00	50	\$ 1,650.00	150	\$ 4,350.00	25	\$ 450.00	20	\$ 1,400.00	8	\$ 520.00
Task 3		--	--	--	--	--	--	--	--	--	--	--
Engineering Reports		--	--	--	--	--	--	--	--	--	--	--
Total	1200	\$ 19,200.00	50	\$ 1,650.00	150	\$ 4,350.00	25	\$ 450.00	20	\$ 1,400.00	8	\$ 520.00

5

88,665.00



662 Cromwell Avenue
St Paul, MN 55114

651-645-3601

EDUCATION

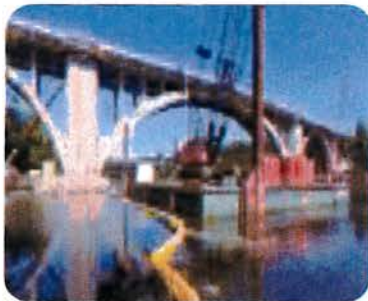
Bachelor of Civil Engineering,
University of Minnesota

PROFESSIONAL REGISTRATIONS

- Registered as a Professional Engineer in the State of Minnesota, License No. 41658
- Registered as a Professional Engineer in the State of North Dakota, License No. PE-6328
- Registered as a Professional Engineer in the State of South Dakota, License No. 10390

CERTIFICATION

- Troxler Nuclear Gauge Safety
- U.S.D.O.T. Hazmat Certification
- OSHA 10-Hour Construction Safety



Franklin Avenue Bridge Repair



Holman Field St. Paul Downtown
Airport - RW 14-32/RW13/31
Reconstruction

Mark A. Straight, P.E. *Senior Project Engineer*



Mr. Straight has over twenty years of engineering experience in geotechnical engineering, performing geotechnical exploration soil boring programs, pavement analysis, forensic engineering, vibration monitoring, construction materials testing, and project management. Mr. Straight currently leads the Geotechnical Group and is also responsible for assisting in the hiring and training of technical personnel.

Senior Project Engineer June 2002-Present: Responsibilities include meeting with clients to set up, coordinate and perform geotechnical exploration soil boring programs and write geotechnical reports, soil foundation design for buildings, retaining walls, and pavements, forensic investigations of soil related problems including pavement and building distress, geotechnical design oversight, documenting foundation soil excavations, writing technical reports, and monitoring pile driving and deep foundation installations. Projects also include providing LRFD recommendations for deep foundations for bridge structures. Other responsibilities include reviewing project documents for proposed construction and providing consultations, field monitoring and consultation of vibration due to construction traffic and machinery, senior project manager of soil and construction materials testing for various large construction projects, preparing proposals, and performing presentations on geotechnical and construction material topics to architects, engineers, and technicians.

Senior Civil Engineering Technician/Staff Engineer. June 1996-June 2002; Civil Engineering Technician. June 1994-December 1994, Construction Season 1995: Mr. Straight has extensive experience supervising and making recommendations to the contractor during grading and compacting operations for future building foundations, floor slabs, street construction, and utility work. Other responsibilities include reviewing design plans and conducting structural steel and masonry inspections along with performing bituminous pavement analysis and testing. Additional responsibilities included field density tests of soil and laboratory testing of soil, aggregates, concrete, mortar, and grout.

Major Project Experience

- 2016-2014 Franklin Avenue Bridge Repair S.A.P.027-605-029, Kramer North America, Minneapolis, MN
- Current-Geotechnical Drilling/Construction Material Testing Flint Hills Resources \$400 million Expansion
- 2016 Forest Lake Airport Paved Runway and Parallel Taxiway
- 2016 St. Paul Downtown Airport Holman Field RW14-32/RW13-31 Intersection
- 2016-2015 Flying Cloud Airport Eden Prairie - Taxiway A Reconstruction Phase 1 and 2
- 2016 Airlake Airport Taxiway A Mill and Overlay
- 2016 Lake Elmo Airport Parallel Taxiways Reconstruction
- 2016-2014 Providence Residential Development - Savage, MN
- 2016-2015 Hammes Residential Development - Lake Elmo, MN
- 2016-2013 City of Prior Lake Street Reconstruction
- 2016-2015 City of Crystal Street Reconstruction
- 2016-2008 City of Golden Valley Street Reconstruction
- Target Technology Center, Elk River, Minnesota



662 Cromwell Avenue
St Paul, MN 55114

651-645-3601

EDUCATION

Bachelors of Mining Engineering, University of Wisconsin

Masters of Mining Engineering,
University of Wisconsin

PROFESSIONAL REGISTRATIONS

- Registered as a Professional Engineer in the State of Minnesota, License No. 23546
- Registered as a Professional Engineer in the state of Missouri, License No. 025230
- Registered as a Professional Engineer in the state of Kansas, License No. 11612
- Registered as a Professional Engineer in the state of Arizona, License No. 61805
- Registered as a Professional Engineer in the State of Wisconsin, License No. 26324
- Registered as a Professional Engineer in the State of Michigan, License No. 6201052283

CERTIFICATION

- National Instrument NI-43101 Qualified Professional
- Society Of Mining Engineers, Professional Engineering Accreditation



RiverCentre Parking Ramp

John O. Starke, P.E. *Senior Geotechnical Engineer*



Mr. Starke is a professional engineer having over 30 years of experience supporting various clients in the planning and designing of geotechnical engineering projects. He has demonstrated strong engineering leadership skills, leading multi-disciplined engineering teams supporting project engineering goals and objectives. Mr. Starke has a broad technical background which includes geotechnical engineering, mining engineering, and civil engineering. Specifically, technical competencies include:

- Geotechnical laboratory testing procedures.
- Shallow and deep foundation designs including spread footings, drilled piers, piles and caissons.
- Earth retaining structures including MSE structures.
- Seepage analysis.
- Slope stability analysis (2-D limit equilibrium models).
- Geotechnical drilling practices.
- Geotechnical site characterization.
- Geotechnical engineering oversight.

Mr. Starke's responsibilities include client engagement to coordinate geotechnical exploration programs for foundation design and earth retaining structures, overseeing laboratory programs, providing recommendations for site development and technical report preparation.

Major Project Experience

- 2016 NSP Ashland Superfund Site – Sheet Pile Wall Geotechnical Characterization, Ashland WI.
- 2011 US Army Corp of Engineers - Mississippi Lock 3 Guide wall Extension, Geotechnical Characterization
- 2010 Falk Industry- Flood wall improvement Geotechnical Characterization, Milwaukee, WI.
- 2009-2012 Canadian National - Bridge Deep Foundation Geotechnical Characterization
- 2012 Cameco Mining - Mc Arthur River Mine Site - Site infrastructure geotechnical Characterization
- 2017 RiverCentre Parking Ramp - Site Geotechnical Characterization, Saint Paul, MN
- 2017 Crystal Airport Material Storage Building – Site Geotechnical Characterization.
- 2010 Xcel Energy – Site geotechnical characterization for a new electrical substation, St Croix, WI.



662 Cromwell Avenue
St. Paul, MN 55114

651-645-3601

EDUCATION

Bachelor of GeoEngineering,
University of Minnesota

Bachelor of Science in Geology,
University of Wisconsin

CERTIFICATIONS

- Engineer in Training (EIT) in the State of Minnesota No. 150749
- ACI Certified – Concrete Field I Testing Technician - No. 01330815
- Troxler Nuclear Gauge Safety
- U.S.D.O.T. Hazmat Certification
- OSHA 10-Hour Construction Safety

MnDOT CERTIFICATIONS

MnDOT Tech ID No. 20364

- Aggregate Production
- Concrete Field - Level 1



Oxford Village Apartments



Ravine Parkway – Cottage Grove, MN

Brian Nehring, E.I.T.

Assistant Project Manager/Staff Engineer



Assistant Project Manager/Staff Engineer May 2015-present; Mr. Nehring has experience setting up projects and providing accurate test reports on various large construction projects. Mr. Nehring has experience supervising and making recommendations to the contractor during grading and compacting operations for future building foundations, floor slabs, roadways and utility work. Other responsibilities include reviewing design plans and conducting structural steel and masonry inspections along with performing bituminous pavement analysis and testing. Additional responsibilities included field density tests of soil and laboratory testing of soil, aggregates, concrete, mortar, and grout.

Mr. Nehring has drilling experience as a subsurface investigation specialist with truck mounted and all-terrain mounted drill rigs, as well as sampling and testing equipment. Mr. Nehring has a broad range of capabilities as a subsurface investigation specialist, including logging bore holes, hollow stem auger, mud rotary drilling, installation of monitoring wells and piezometers.

Additional responsibilities include performing excavation observations, soil compaction testing, Proctor and gradation testing, reinforcing steel inspection, concrete testing in the field and laboratory, as well as bituminous testing in the field and laboratory, as well as assisting training of technical personnel.

Major Project Experience

- 2016 and 2017 Pavement Reconstruction Flying Cloud Airport Taxiway A - Phase 2 and Alleyways, Eden Prairie, MN
- Holman Field Downtown St. Paul Airport- RW 14-32 & RW 13-31 Intersection, St. Paul, MN
- Lake Elmo Airport - 2016 Parallel Taxiways Reconstruction - Taxiway A, Lake Elmo, MN
- Airlake Airport Taxiway A Mill and Overlay - Lakeville, MN
- Forest Lake Airport 2016 Paved Runway and Parallel Taxiway, Forest Lake, MN
- MSP Airport E85 Tank & Dispenser Mods, Minneapolis, MN
- MSP Airport Fire Alarm System Transition, Minneapolis, MN
- Morrison County Bridge #49516 Replacement, Swan River, MN
- Launch Warehouse 300,000 sqft, Lakeville, MN
- Treehouse Brands Expansion, Lakeville, MN
- Argonne Fields Development- Baton Homes, Lakeville, MN
- Universalist Unitarian Church of Minnetonka, Minnetonka, MN
- 2017 Wayzata Free Church, Wayzata, MN
- 2017 Berean Baptist Church, Burnsville, MN
- Geotechnical Exploration - Christian Heritage Academy (CHA), Lakeville, MN
- Collier International Proposed Cold Storage Facility, White Bear Lake, Minnesota
- Greystone III Residential Development - CalAtlantic Homes, Rosemount, Minnesota



662 Cromwell Avenue
St. Paul, MN 55114

651-645-3601

CERTIFICATIONS

- OSHA 10-Hour Construction Safety
- U.S.D.O.T Hazmat Certification
- 40-Hour HAZWOPER Certification
- OSHA 29 CFR 1910.120 Hazmat Training
- OSHA 29 CFR 1910.132 Personal Protective Equipment Training
- OSHA 29 CFR 1910.134 Respiratory Protection Training
- OSHA 29 CFR 1910.146 Confined Space Entry Training



Kevin Keck *Crew Chief Driller*



Mr. Keck has over 20 years of drilling experience with all types of truck mounted, all-terrain mounted, track mounted, and skid mounted drill rigs, as well as sampling and testing equipment. Mr. Keck has a broad range of drilling capabilities, including hollow auger, mud rotary drilling, diamond core drilling, "A", "B", "N", "NQ", double and triple tube, PQ triple tube, coring experience in sandstone with retention shales, limestone, granite and quartz, installation of monitoring wells and piezometers, packer tests, pressuremeter tests, pitcher sampling and vane shear tests, slope indicators, angle drilling and air drilling.

Crew Chief, 2005-Present. Responsible for preparation of accurate field boring logs, conducting field tests and sampling of soils, maintaining accurate and complete notes of tests and observations (such as driving resistance of soil at interval depths, surface elevations, water levels, and soil percolation), and maintaining drilling equipment and supplies. Responsibilities also include supervision of crew persons, implementation of soil drilling programs, boring layouts, field (visual) classification of soils, as well as specialized environmental testing and rock coring.

Project Experience

Major projects include:

- 2016 Flint Hills Resources Facility Expansion, Rosemount, MN
- 2016 City of Inver Grove Heights Water Main, MN
- 2016 Greystone III Residential Development, Rosemount, MN
- 2016 District 16 School, Blaine MN
- 2016 Anoka Pavement Taxiways, Anoka, MN
- 2016 Flying Cloud Airport Alleyways Reconstruction, Eden Prairie, MN
- 2016 Christian Heritage Academy (CHA) School, Lakeville, MN
- Woodbury Dancing Waters Lake Drainage, Woodbury, MN- Performed limestone and sandstone coring.
- Hwy 2.12 Extension, Chanhassen to Chaska
- Gillette Hospital, St. Paul, MN- Performed 100' borings.
- Hwy 35 Bridges, Forest Lake, MN- Performed 50' to 85' borings.
- Railroad Bridge, Barnum, IA- Performed 100' to 130' borings.
- Interstate 94 Mississippi River Bridge, St. Paul, MN
- Twin Cities Army Ammunition Plant, Arden Hills, MN
- Lake Elmo Force main, Woodbury, MN- for Metropolitan Council Environmental Services
- Opus Development - Woodbury Lakes, Woodbury, MN
- Interceptor Sewer, Cottage Grove to Woodbury, MN



662 Cromwell Avenue
St. Paul, MN 55114

651-645-3601

EDUCATION

A.A.S. Civil Engineering Technologies
Dakota Technical College

CERTIFICATIONS

- ACI Certified - Concrete Strength Testing Technician, No.01287843
- ACI Certified - Concrete Testing Field Technician, No.01287843
- Troxler Nuclear Density Gauge
- U.S.D.O.T. Hazmat Certification
- OSHA 10 – Construction Safety

MnDOT CERTIFICATIONS

MnDOT Tech ID No. 17604

- Aggregate Production
- Concrete Field - Level 1
- Concrete Plant – Level 1
- Grading and Base - Level 1 & 2
- Bituminous Street - Level 1 & 2
- Bituminous Plant – Level 1



Fulford Warehouse – Lakeville, MN

Charles H. Anderson

Field and Lab Supervisor/Senior Engineering Assistant



Field and Lab Supervisor: Responsibilities include maintaining and operating a certified AASHTO (American Association of State Highway and Transportation Officials) Materials Reference Laboratory (AMRL) that conducts numerous construction material tests. This includes tests for soils, bituminous, concrete, grout, and masonry. Responsibilities also include writing technical reports and maintaining quality/training records of equipment and personnel. Mr. Anderson also assists with the training of technical personnel.

Senior Engineering Assistant: Responsibilities include writing technical reports, monitoring auger cast-in-place pile driving and deep foundation installations, reinforcing steel inspection, post-tensioning inspection, anchor assembly, load-deflection testing, masonry inspection, pavement analysis, soil excavation observations, soil compaction testing, Proctor and gradation testing, concrete testing in the field, and laboratory strength testing, bituminous testing in the field and laboratory, floor flatness and levelness testing.

Major Project Experience

- 2017 Launch Warehouse – Lakeville, MN
- 2015-2016 Kramer North America Franklin Avenue Bridge Repair S.A.P.027-605-029, Minneapolis, MN
- 2015-2016 MSP Airport Pavement Reconstruction, Minneapolis, MN
- 2016 Flint Hills Resources Sour Water Risk Reduction Project, Rosemount, MN
- 2016 Flint Hills Resources Desalters Project, Rosemount, MN
- 2016 Holman Field St. Paul Airport - RW 14-32 & RW 13-31 Intersection, St. Paul, MN
- Sunflower Wind Project, Hebron, North Dakota
- Wellsburg Wind Project, Wellsburg, Iowa
- Thunderbird Aviation FBO Pavement Evaluation, Eden Prairie, MN
- CalAtlantic Homes - Providence Development, Savage, MN
- Fulford Warehouse Expansion – Appro Development, Lakeville, MN
- Cargill R&D Center, Plymouth, MN
- SP 6112-176, Construct MnPass Lane TH 36
- SP 6284-172, Construct MnPass Lane TH 35W
- SP 6281-47, Construct MnPass Lane TH 35W
- Flint Hills Resources 23 Unit Coker Heater Replacement, Rosemount, MN
- 2014 Minneapolis Airport - Pavement Reconstruct, Minneapolis, MN
- 2014 Holman Field Pavement Rehab Taxiway C, St. Paul, MN
- Wanzek Oil Tank Farm, Cushing, Oklahoma
- Flint Hills Resources North Facility Expansion, Inver Grove Heights, MN



662 Cromwell Avenue
St. Paul, MN 55114

651-645-3601

EDUCATION

B.S. Civil Engineering
Texas Tech University

MnDOT CERTIFICATIONS **MnDOT Tech ID No. 20365**

- Aggregate Production
- Concrete Field - Level 1
- Grading and Base - Level 1
- Bituminous Street - Level 1
- Bituminous Plant – Level 1



Long Tran

*Construction Materials Engineering
Engineering Laboratory Technician*



Engineering Technician: Responsibilities include performing field testing and inspections of concrete, soil, bituminous, and masonry for a wide range of construction projects. Documenting field observations/test results and preparing professional reports for clients, governmental agencies, Cities, and Counties.

Other responsibilities include maintaining and operating a certified AASHTO (American Association of State Highway and Transportation Officials) Materials Reference Laboratory (AMRL) that conducts numerous construction material tests. This includes tests for soils, bituminous, concrete, grout, and masonry. Responsibilities also include writing technical reports and maintaining quality/training records of equipment and personnel. Mr. Tran also assists with the training of technical personnel.

Major Project Experience

- 2016 Forest Lake Airport - Paved Runway and Parallel Taxiway
- City of Crystal 2016 Street Reconstruction - Phase 15 – Twin Oak Park
- 2016 Lake Elmo Airport - Parallel Taxiways Reconstruction
- 2016 St. Paul Downtown Airport - Holman Field Runway 14-32/Runway 13-31 Intersection
- 2016 Flying Cloud Airport – Taxiway A Reconstruction - Phase 2, Eden Prairie, MN
- 2016 Airlake Airport Taxiway A - Mill and Overlay
- 2016 Flint Hills Resources - Desalters Expansion Project
- 2016 Flint Hills Resources - Sour Water Expansion Project
- Appro Development Designed Cabinets Expansion – Lakeville, Minnesota
- 2016 City of Prior Lake Street Reconstruction
- Lake Ridge Crossing – Residential Development – Lake Elmo, Minnesota
- UPS Wadena Building and Pavement Expansion
- UPS Minneapolis Retaining Wall and Pavement Reconstruction
- Sunflower Wind Project, Hebron, North Dakota

PROPOSED ROLE AND INVOLVEMENT

Senior Geologist

PROFESSIONAL SUMMARY AND EXPERTISE

Mr. Herridge has over 35 years experience in the geologic/geophysical fields. During his undergraduate education, the bulk of his earnings came from conducting engineering seismic and resistivity studies. Since that time (1976), he has been involved with hundreds of projects utilizing electromagnetic (EM), Ground Penetration Radar (GPR), seismic (refraction / reflection / downhole / crosshole), and resistivity techniques. He is also proficient in MASW, cross-sonic logging, and magnetics surveying. His activities have included designing EM, 2D and 3D resistivity, seismic and GPR surveys on project sites throughout the world, and then collecting, processing and interpreting the data.

Throughout his career Mr. Herridge has instructed geoscience professionals on the application of geophysical methods for environmental and engineering problems. He has also assisted in the design of geophysical instrumentation, data acquisition software, and instrumentation platforms.

Mr. Herridge is the founder and owner of 3Dgeophysics.

RELEVANT EXPERIENCE

Mr. Herridge's duties at 3Dgeophysics.com (3Dg) are directing the development high resolution, near surface geophysical techniques for environmental, geotechnical, and engineering applications.

Recent work at 3Dg has focused on designing and implementing new EM instrumentation, data acquisition techniques, and towed array platforms for UXO surveying and other homeland security and military applications. Mr. Herridge is the lead designer at 3Dg. 3Dg designed its first towed array platform for exclusive UXO surveying in 2003. The first marine UXO platform was designed by 3Dg in 2006. Since that time several iterations of terrestrial and marine platforms designed by 3Dg have been field tested and used by 3Dg and other geophysical contractors to perform UXO technology demonstrations and detection surveys (both military and commercial).

3Dg is an authorized sales representative for Geonics, Ltd. (Mississauga, Ontario), the recognized industry leader for EM instrumentation used for UXO surveying. 3Dg and Mr. Herridge, in partnership with Geonics, Ltd., have helped develop new instrumentation more suitable for UXO and IED (improvised explosive device) detection in both land and marine environments.

EDUCATION

- Bachelor of Science - Geology, University of St. Thomas, St. Paul, Minnesota
- Environmental Application of Shallow Seismic Reflection (SEG Instructor)
- Use of Seismic Reflection Techniques to Characterize Multiple Aquifers (Instructor)
- Short Course on Engineering Geophysics (Instructor)
- Sensors and Software 2D/3D GPR Training
- Navcom Technology, GPS Training

PROFESSIONAL QUALIFICATIONS

- HAZWOPER 40-Hour
- Annual HAZWOPER 8-Hour Refresher

MEMBERSHIPS

- Society of Exploration Geophysicists (SEG) – Near Surface Group
- Environmental and Engineering Geophysical Society (EEGS)
- National Ground Water Association (NGWA)
- American Association of Petroleum Geologists (AAPG)

PROPOSED ROLE AND INVOLVEMENT

Senior Geophysicist

PROFESSIONAL SUMMARY AND EXPERTISE

Mr. Kitt has over 20 years experience in the geological and geophysical fields. He is thoroughly versed in geophysical applications to environmental, engineering, and UXO problems, and has both field and managerial project experience. He brings strong data analysis and project management skills to diverse geophysical projects. He is a practitioner of seismic reflection, seismic refraction, ground penetrating radar (GPR), magnetic, resistivity, MASW, and electromagnetic (EM) surveys. He is experienced with global positioning system (GPS) surveying techniques and GIS software applications. He has performed geophysical surveys in many different environments, both land and marine, and in domestic and international locales. He is factory trained and proficient in almost all modern geophysical instruments and data processing software programs.

RELEVANT EXPERIENCE

Mr. Kitt's duties at 3Dgeophysics.com (3Dg) include:

management and performance of near surface geophysical surveys for environmental, geotechnical, engineering, and unexploded ordnance (UXO) applications; geophysical data processing and analysis; preparation of project reports; maintenance, operation, and integration of geophysical instruments and data analysis software.

Recent work has focused on designing and implementing new EM instrumentation, data acquisition techniques, and towed array platforms for UXO surveying and other homeland security and military applications. 3Dg designed its first towed array platform for exclusive UXO surveying in 2003. Since that time several iterations of terrestrial and marine platforms designed by 3Dg have been field tested and used by 3Dg and other geophysical contractors to perform UXO technology demonstrations and detection surveys (both military and commercial). Mr. Kitt has performed towed array EM surveys for UXO detection mapping in both terrestrial and marine environments.

EDUCATION

- Bachelor of Science - Geophysics, University of Minnesota, Institute of Technology, 1993
- Near Surface Seismology (SEG continuing education)
- Uses & Techniques of Ground Penetrating Radar in Near-Surface Geophysics (SEG continuing education)
- Geosoft Oasis Montaj-UX-Detect & UX-Process Training
- Geosoft Oasis Montaj – UX-Analyze Training

PROFESSIONAL QUALIFICATIONS

- HAZWOPER 40-Hour, June 1997
- Annual HAZWOPER 8-Hour Refresher
- OSHA 10-Hour, December 2008

MEMBERSHIPS

- Society of Exploration Geophysicists (SEG) – Near Surface Group
- Environmental and Engineering Geophysical Society (EEGS)



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

November 7, 2017

Mr. Steve W. Dodge, PE
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Proposal for Geotechnical Survey and Evaluation of Pavements
2018 Pavement Management Program
Inver Grove Heights, Minnesota

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to submit a proposal to you for geotechnical exploration and pavement evaluation services for the 2018 Pavement Management Program. This proposal is being submitted per the Request for Proposal dated October 31, 2017. This proposal defines our scope of services, and presents you with an estimate of our fee, the anticipated schedule and other information regarding our services.

Our team of geotechnical and pavement engineers provides an excellent combination of personnel qualifications, experience and technology to assist the City of Inver Grove Heights in meeting its project goals for the upcoming 2018 planned pavement improvements. AET has extensive first-hand experience performing pavement investigations for state, county, and local roadways to meet our client's requirements.

Our staff will apply the proven methods that we have used in our past experience to perform the pavement evaluations for the City of Inver Grove Heights. We welcome the opportunity to further discuss the projects with you. If you have questions or comments please contact me at 651-755-5795 or drettner@amengtest.com.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, reading 'David L. Rettner'.

David L. Rettner, P.E.
President/Principal Engineer

PURPOSE

The purpose of these geotechnical services is to explore the existing pavement thicknesses (surfacing and aggregate base), condition of the existing bituminous surfacing, and to explore the subsurface soil types. The information obtained will be used by the City of Inver Grove Heights (the City) to plan and prepare for the 2018 pavement management program.

SCOPE

As requested by you, our field services will include staking of the exploration locations, clearing of utilities, ground penetrating radar, pavement coring, hand auger borings, and standard penetration test borings. The laboratory services will include soil classification and soil index property testing. We propose to execute the project in multiple phases. Phase I will include the ground penetrating radar data collection and initial data processing to select the coring/boring locations. Phase II will include the pavement coring and hand auger borings along with the final data processing of the ground penetrating radar data. During this time, we will begin preliminary pavement recommendations and schedule a meeting with the City to discuss the results obtained to-date along with the location and number of SPT borings that will be needed. Phase III will include the SPT borings and laboratory work. Phase IV will include a final meeting with the City and preparation of the report. We understand the final number of tests may change, therefore the scope below is estimated based on the initial testing quantity provided. Specifically, the City is seeking:

1. Staking and clearing of exploration locations through Gopher One Call (400 locations)
2. Performing standard penetration test (SPT) borings to a nominal depth of six feet beneath the surface (200 borings)
3. Performing laboratory moisture content and mechanical testing on recovered samples (Varies)
4. Conducting 6-inch bituminous coring and hand augers (50 cores)
5. Conducting 4-inch bituminous coring and hand augers (150 cores)
6. Photo-logging and condition analysis of the recovered cores (200 cores)
7. Ground Penetrating Radar testing (23.7 miles)
8. Produce a spreadsheet summarizing the results and recommendations
9. Preparation of a final report summarizing exploration locations, boring logs, laboratory test results, coring results, individual core logs including a condition review and digital photograph, GPR results, and recommendations for pavement rehabilitation

Phase I – GPR Data Collection

Phase I will include the air-coupled GPR data collection along approximately 23.7 miles of roadway on the road segments identified for the 2018 pavement improvements. The data will be collected at rate of approximately 3 scans per foot using our GSSI Roadscan Equipment. Collection will take place at approximately 20 to 30 mph, and will provide a continuous picture of the pavement structure along the entire length of the segments. We propose to collect data in both driving directions for divided roadways and one direction for undivided roadways. We will use a 2 GHz antenna with an accurate penetration depth of 18 inches, which will most-accurately measure pavement and aggregate base thickness. If desired, we can a

collect the data using two GPR antennas simultaneously by adding a 400 MHz antenna, which has a penetration depth of up to 4 feet. The 400 MHz antenna can be used to determine aggregate base and subbase layers between 18 inches and 4 feet deep. In our experience using these two antennae in tandem on roads where we have limited historical information provides us with the most accurate information for determining pavement layers.

Phase I will also include the initial GPR data analysis for bituminous thicknesses and visible aggregate base layer thickness of each roadway segment. We will review this data to recommend coring/boring locations to aid in the interpretation of the GPR data. Once the locations have been approved by the City, we will begin the coring/boring field work. The locations will be marked in the field using GPS coordinates obtained from a hand-held GPS device. Once clearances are obtained, we will mobilize to the staked locations and perform the coring and/or SPT borings.

Phase II Pavement Coring, Hand Auger Borings and Preliminary Recommendations

We will obtain 6-inch and 4-inch diameter pavement cores using a truck mounted drill. The 6-inch cores will be obtained along the 5.6 centerline miles of 6-inch depth pavement and the 4-inch cores will be obtained from the 18.1 centerline miles of 4-inch depth pavement. A digital photograph will be captured of the surface of the pavement indicating the core identity and the pavement surfacing condition at each core location. Following the pavement cores, we will hand auger through the aggregate base material (up to 12" below the bottom of the bituminous pavement) to determine the thickness of the aggregate base layer. We will obtain samples of the aggregate base material for potential laboratory testing.

We will finish the GPR data processing and analysis after the coring and hand augers have been completed. We will begin preparing preliminary recommendations and will schedule a meeting with the City during this time to discuss the results and the number and location of the SPT borings.

Prior to the meeting and after review of each individual street segment's condition, GPR and coring results, we will determine the proposed location and need for the SPT borings. For example, if a particular roadway shows moderate to good surfacing condition, suitable bituminous pavement thickness and condition throughout the layer, as well as sufficient aggregate base thickness, a mill-and-overlay approach may be best suitable and there would be no need for an SPT boring here. On the other-hand, if the surfacing is in rather poor condition, with variable bituminous pavement and aggregate base thicknesses where a mill-and-overlay approach would not be suitable, an SPT boring would likely be needed.

An example plot of how the GPR data and pavement core/hand auger can be depicted is shown below in Figure 1.

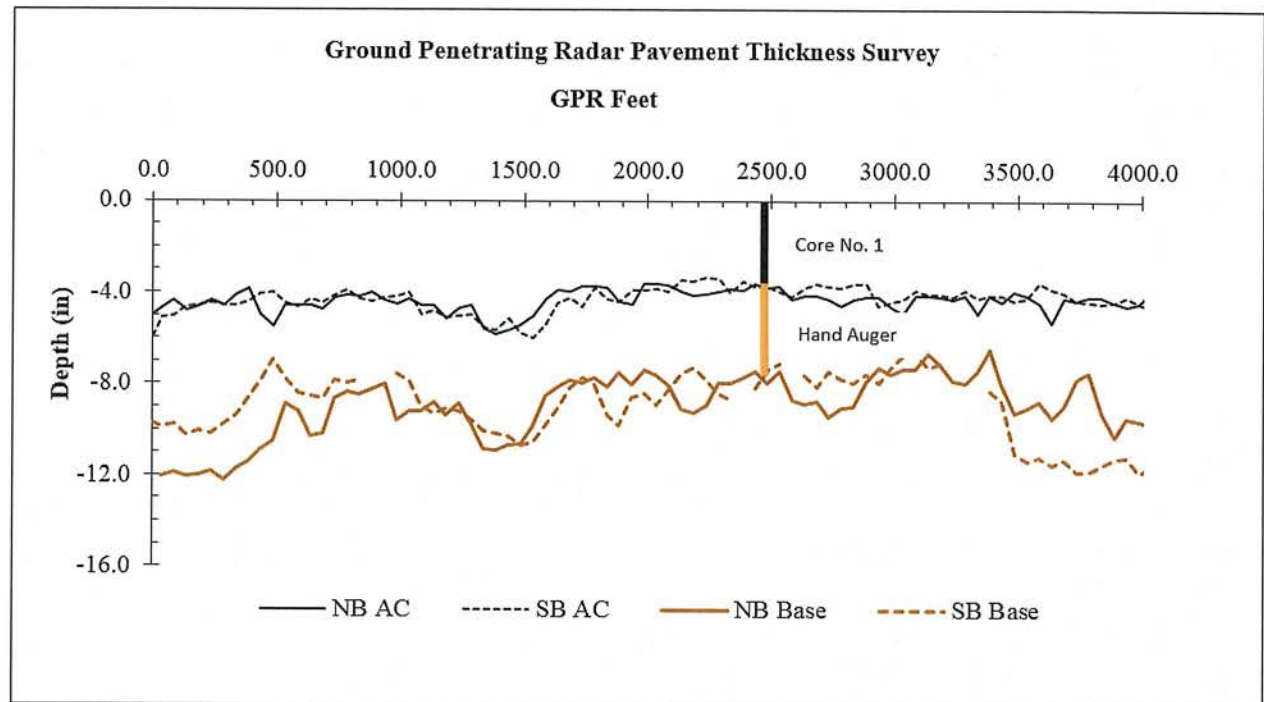


Figure 1. Example of GPR data plots with cores and hand auger thicknesses and locations.

The stripping severity level can also be determined by the use of the pavement cores and the raw GPR data. The actual condition of the cores will be able to be used to correlate the clarity of the raw GPR data to show the severity of stripping along the entire length of the roadway segments. An example of how the severity of the bituminous stripping will be characterized by the raw GPR data is shown below in Figure 2. If the data is inconclusive we will also indicate that.

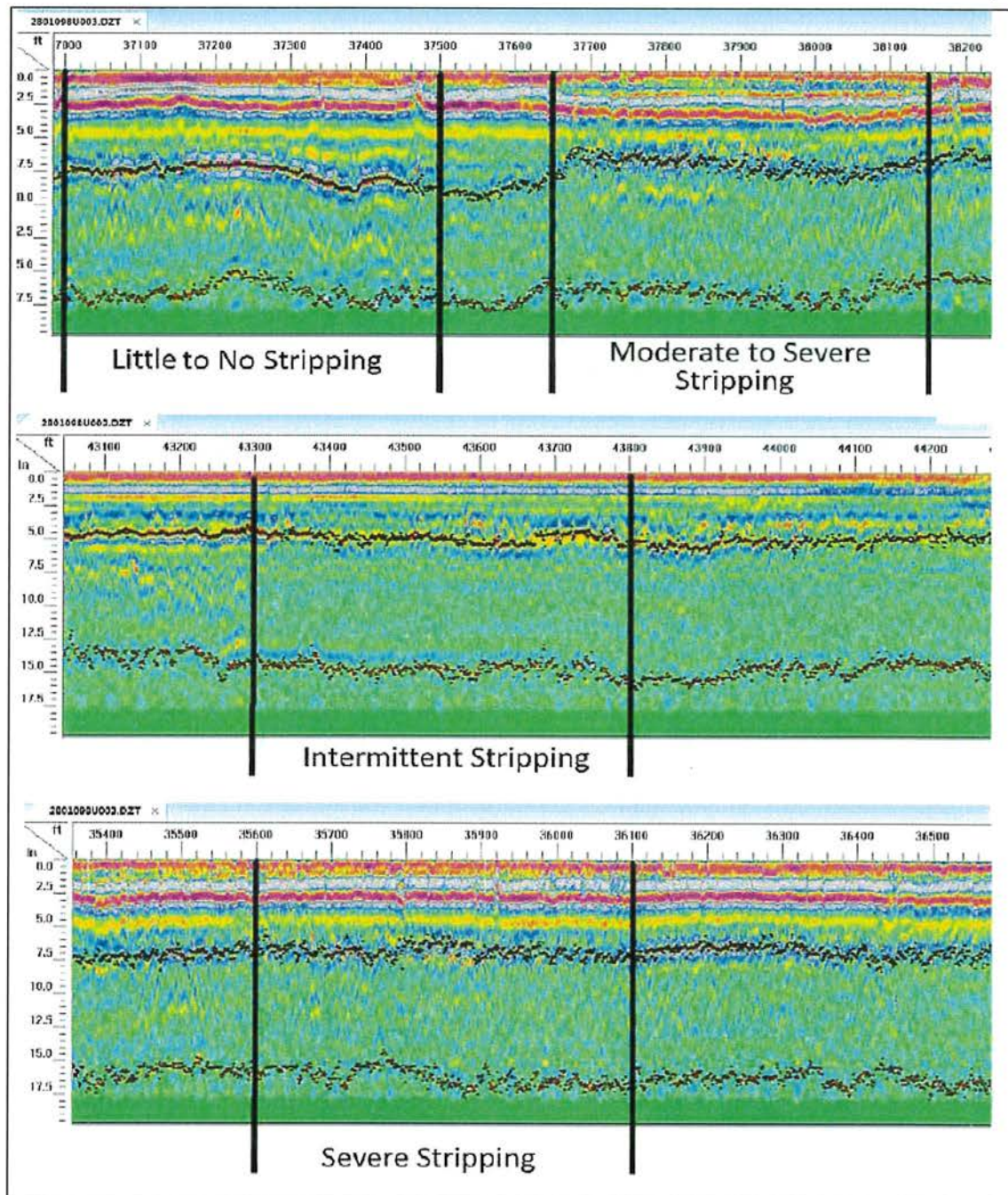


Figure 2. Example of how the severity of stripping can be depicted from the raw GPR data.

Phase III SPT Soil Borings and Laboratory Testing

The soil boring locations will be identified and after your approval will be marked in the field. Gopher State One call will be notified for utility clearance. The SPT borings will be performed to a nominal depth of 6-feet according to ASTM D1586 to determine pavement thickness and the underlying subgrade soil types and

conditions. The borings will be backfilled per the Minnesota Department of Health requirements. The boring locations will also be recorded with a hand-held GPS.

We will provide traffic control according to the Minnesota Manual on Uniform Traffic Control Devices. We have reviewed the proposed streets to be included in this exploration and understand that the 5.6 centerline miles of 6-inch depth pavement will require additional traffic control beyond signage. We have budgeted this into our overall fee per coring and boring location. Traffic control will not be required during the GPR data collection portion of this project.

Following the field services, we will laboratory log and classify the soils encountered in our soil borings in accordance with the Minnesota Department of Transportation Textural Classification System and the AASHTO Soil Classification system. Our services will include mechanical laboratory testing of select soil samples to aid in judging the engineering properties of the soils. We plan to perform water content, Atterberg limit and sieve analysis testing on select samples.

We will photograph each pavement core that was obtained to show the profile of the core adjacent to a scale. Along with photographs, a description of the pavement condition of each of the cores will be documented. A core log will be produced for each of the pavement cores which will include a photograph of the pavement surface from where the core was obtained and a photograph of the profile of the core next to a scale to show the length and detail of the bituminous material. The core log will also include general location information, GPS coordinates, recovered thickness, actual downhole bituminous thickness and visual core description. The visual description will include the condition of the bituminous from the surface to the bottom of the core indicating noticeable stripping and deterioration. An example core log is attached at the end of this Proposal.

Phase IV Final Report

A final report will be prepared and submitted following the field and laboratory services. The report will include GPR pavement thickness measurement summaries in a tabular form. The data can also be delivered electronically in a Microsoft Excel format if requested. The tabulation will include maximum, minimum and average layer thicknesses over 10 foot intervals for each roadway segment. The final GPR data tabulations will be adjusted for the physical layer thicknesses obtained from the pavement coring and aggregate base measurements. The report will also include an X, Y plot of each roadway segment using the 10 foot average data points as shown in Figure 1 above. The actual coring/boring locations will be indicated on the plots of each roadway segment to visually show the layers that the physical samples have identified.

The roadway segment data will be evaluated and divided into sub-segments if deemed appropriate. In the example (Figure 1) there appears to be a different pavement section thickness from 0.0 feet to approximately 1600.0 feet, 1600.0 to 3500.0 and from 3500.0 to 4000.0 feet. Average surfacing thicknesses and aggregate base thicknesses will be calculated for each sub-segment of roadway. An example of the sub-segment data is shown below in Table 1.

Table 1. Example summary of Figure 2 data divided up into sub-segments.

Sub-Segment	Average Thickness		Surfacing		Base		Maximum Thickness		Minimum Thickness	
	Surface (in)	Base (in)	CV	15th	CV	15th	Surface (in)	Base (in)	Surface (in)	Base (in)
0 to 1600 feet	4.5	6.0	11%	4.0	27%	3.6	5.6	7.6	3.9	3.6
1600 to 3500 feet	4.0	4.0	12%	3.8	28%	3.5	5.8	5.3	3.6	2.4
3500 feet to 4000 feet	4.3	7.0	11%	3.9	28%	3.6	5.3	7.7	3.9	2.4

The report will also include each of the pavement core logs as described in Phase II.

Soil boring logs will be included and soil descriptions will be provided for each roadway segment in the report if SPT borings are performed for that segment. The soils will be classified using the MnDOT Textural Classification System and the AASHTO Classification System. The logs will also include the GPS locations of where each soil boring was performed.

The report will include our engineering opinions and recommendations regarding the following for the 2018 pavement management program:

- Overall bituminous surfacing and aggregate base thickness and condition.
- Subgrade soil type, condition, and groundwater conditions encountered.
- Unsuitable roadbed foundation material.
- Pavement rehabilitation methods for each segment of roadway.
- Estimate R-value based on the subgrade soil classification.
- Bituminous pavement mix design and pavement section thickness design.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

In addition to the information stated above, the report will also contain a tabulated summary of the street segments, maintenance history, pavement thickness, condition and recommended rehabilitation methods. An

example of this Table was provided in the RFP and we will follow this format for the table provided in the report.

The scope of services defined in this proposal is intended for geotechnical purposes only. This scope is not intended to explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered which is detected by sight or smell.

QUALITY ASSURANCE

AET has established an internal Quality Assurance Program (QAP) that guides our staff during technical work. The QAP requires us of standard methods for sampling, observations, testing, documentation and reporting. All personnel, procedures, equipment and materials used in the course of our work are in compliance with the QAP which is designed to comply with the requirements of ISO/IEC Standard 17025 General Requirements for the Competence of Testing and Calibration Laboratories.

FEES

The unit rates for GPR data collection and analysis (per mile), pavement coring/hand augers (per diameter per location), SPT borings (per traffic control condition) and engineering fees are attached to this proposal. The unit rate includes all items necessary to complete the Task including marking, utility clearance, actual work, laboratory soil testing, pictures and logs). The engineering fees are for project management, quality assurance, meetings, reporting and overall project oversight.

In the event the scope of our services needs to be revised due to unanticipated conditions or for further evaluation, we will review such adjustments and the associated fees with you; and receive your approval before proceeding.

SCHEDULE

We understand authorization to proceed is planned to be granted in advance of November 30th, since the City desires one-fourth of the data to be collected prior to this date. Weather permitting; we anticipate the GPR portion of Phase I testing can begin within about 7-10 days after receiving authorization to proceed. Following GPR data collection, preliminary GPR analysis and reporting can be completed within about one week. At this time, we will submit our preliminary results to the City and recommend our coring locations prior to marking. In order to collect the GPR data, preliminarily process it to inform our coring locations, stake and clear utilities, and perform the coring, we need at least 18 working days to complete the proposed scope of work.

The remainder of the work can be completed throughout the winter, with a final report delivered to the City as your schedule requires. We have planned to schedule two meetings with the City to discuss the data collected, results, and address any questions that may arise.

KEY PERSONNEL

David Rettner, PE will serve as project manager for the engineering recommendations portion of this project. Mr. Rettner has over 32 years of experience working in construction materials, geotechnical, and pavement

engineering and construction inspection. Since joining American Engineering Testing, Inc. in 2004 he has performed several hundred pavement investigations and evaluations for Minnesota Cities and Counties to determine rehabilitation, resurfacing and reconstruction options. He has worked on several projects of similar scope for the City of Inver Grove Heights, MN including the including: 60th Street Area Reconstruction; Carleda Way Area Reconstruction; 62nd Street Area Reconstruction; Salem Hills Farms sub-division reconstruction; South Grove area reconstruction; and Courthouse Boulevard Court pavement rehabilitation. In addition, he has overseen the geotechnical investigations and reporting for several recent projects of similar scope for the cities of Roseville, Lake Elmo, Shoreview, Woodbury, Owatonna, and Moose Lake, as well as numerous counties including Chisago, Sibley, Washington, Scott, and Jackson that total well over 100 miles of roadway.

Prior to joining AET David spent 19 years working for MnDOT in various positions including Chief Geotechnical Engineer, Concrete Research Engineer, Metro District Soils Engineer and Assistant Concrete Engineer.

Jacob Michalowski, PE will serve as project manager for the lab and field work portion of this project. Mr. Michalowski has 6 years of experience in geotechnical engineering, pavements, soil stabilization and construction materials testing and inspection. He has worked on several projects with Mr. Rettner of similar scope, specifically including the City of Inver Grove Heights 60th Street Area Reconstruction, Carleda Way Area Reconstruction, 62nd Street Area Reconstruction, and Upper 55th Street Reconstruction.

Key support personnel include Melanie Fiegen, PE and Nathan Olson, EIT. Ms. Fiegen and Mr. Olson will perform the GPR data processing and analysis to assist the project managers in selecting effective coring/boring locations for the project. They have worked on several projects with the project managers of similar scope and size processing and analyzing GPR data.

PREVIOUS EXPERIENCE

AET has worked with the City of Inver Grove Heights on several previous pavement projects, including: 60th Street Area Reconstruction; Carleda Way Area Reconstruction; 62nd Street Area Reconstruction; Salem Hills Farms sub-division reconstruction; South Grove area reconstruction; and Courthouse Boulevard Court. The scope of these projects included GPR testing, geoprobe testing, standard penetration testing, and laboratory soil classification, and Courthouse Boulevard Court also included falling weight deflectometer testing. Additionally, in November of 2016, AET performed SPT borings, hand augers, laboratory soil classification, and geotechnical engineering review for the Upper 55th Street Reconstruction in Inver Grove Heights.

SUB-CONSULTANTS

AET is large enough, and experienced enough to self-perform the engineering scope of services listed in this proposal. AET is also capable of performing the anticipated traffic control for the project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Environmental/Geotechnical Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

By authorizing this proposal, we will proceed with the understanding that permission has been given by the current property owner to enter the site and perform our field services.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Attachments:

Example Pavement Core Log

Fee Itemization

Environmental/Geotechnical Service Agreement – Terms and Conditions

PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature _____

Date _____

Typed/Printed Name: _____

Company _____



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

2018 Pavement Management Program
Inver Grove Heights, Minnesota

AET Project Number: Example

Road: 50th Street East
From: Mendota Road
To: South Robert Trail

Core: B-1
Date Cored: 11/21/16
Location: EB lane, outside wheel path.
Lat:
Long:
Core Diameter: 4"
Core Height: 9.0"
Description: Horizontal crack at 5.25 inches.
0-2 inches moderate stripping, 2-9 inches
severe stripping.



Fee Itemization
Proposal for Geotechnical Survey and Evaluation of Pavements
Inver Grove Heights, Minnesota

Task	Project Manager I (Recommendations)	Project Manager II (Lab/Field/QA)	GPR Collection/ Analysis	Six-inch Core/HA	Four-inch Core/HA	Six-foot SPT Boring with traffic control	Six-foot SPT Boring without traffic control	Total Units	Cost per Task	Total Cost
GPR Data Collection and Analysis	2	2	23.7					27.7	\$ 4,047.10	
Pavement Coring/Hand Augers with logs	2	25		50	150			227	\$ 32,301.00	
SPT Borings with logs	2	25				50	150	227	\$ 56,801.00	
Report	16	25						41	\$ 6,533.00	
Total Units	22	77	23.7	50	150	50	150	522.7		
Unit	Hour	Hour	Mile	Each	Each	Each	Each			
Cost Per Unit	\$ 188.00	\$ 141.00	\$ 143.00	\$ 190.00	\$ 126.00	\$ 359.00	\$ 233.00			
Total Cost	\$ 4,136.00	\$ 10,857.00	\$ 3,389.10	\$ 9,500.00	\$ 18,900.00	\$ 17,950.00	\$ 34,950.00			\$ 99,682.10



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

Dear Client,

The following paperwork is enclosed:

1. **AET's Proposal With Terms and Conditions (Please sign and return to your AET contact)**
2. **Proof of Insurance (Please give to your accounting department)**
3. **W9 (Please give to your accounting department)**

*****If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krogsgaard

CFO, American Engineering Testing

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550 Cleveland Avenue North • St. Paul, MN 55114

Phone 651-659-9001 • Toll Free 800-972-6364 • Fax 651-659-1379 • www.amengtest.com

Offices throughout Florida, Minnesota, South Dakota & Wisconsin
AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16- WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 17 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross	
	PHONE (A/C, No, Ext): (651) 288-5137	FAX (A/C, No): (651) 286-0560
	E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED AMERICAN CONSULTING SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER A : The Phoenix Insurance Company	25623
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D : Continental Casualty Company	20443
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			P630539K8896PHX17	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			P810797K9140COF17	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	PSUB709K909317	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liabili			ECH254066939	01/01/2017	01/01/2018	PER CLAIM 1,000,000
D	RETRO: 070287			ECH254066939	01/01/2017	01/01/2018	AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Illustration Only Not for distribution

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 550 Cleveland Ave. N.	Requester's name and address (optional)
	6 City, state, and ZIP code Saint Paul, MN 55114	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	1		-	0	9	7	7	5 2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Phillip Chura L.</i>	Date ▶ <i>1/1/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

The owners of 4709 Babcock Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Joshua and Megan Spotts, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owners have applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

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

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

TJK/mw

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

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

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

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 13th day of November, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Joshua A. Spotts and Megan L. Spotts, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Certificate of Survey dated October 19, 2017 prepared by Kemper & Associates Inc. approved by the City Engineer on October 20, 2017 and attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subdivision ordinances, zoning ordinances and environmental regulations.

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

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

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

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

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

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

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

If to Owner:
Joshua A. Spotts and Megan L. Spotts
358 Aurora Avenue
St. Paul, MN 55103

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

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3 **IMPROVEMENTS**

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

3.2 GROUND MATERIAL. The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear,

on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Developer shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner and Developer agree to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Property or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

Final as-built information shall be submitted in an electronic format compatible with the

City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

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

ARTICLE 6 **OWNER WARRANTIES**

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7 **CITY WARRANTIES**

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8 **INDEMNIFICATION OF CITY**

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;

- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9

CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be

performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2020.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City.

This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

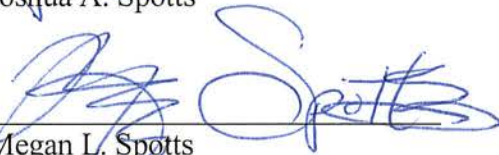
On this 13th day of November, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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

OWNER:



Joshua A. Spotts



Megan L. Spotts

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 19th day of October, 2017, by Joshua A. Spotts and Megan L. Spotts, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.





Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

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

Line A:

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

Abstract Property.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	10-19-17	Kemper & Associates, Inc.

The Development Plans were approved by the City Engineer on October 20, 2017.

[illegible][illegible]

KEMPER & ASSOCIATES INC.
PROFESSIONAL LAND SURVEYORS
701 S.W. HIGHWAY 6 N.E.
NEWINGTON, ALABAMA 35892
OO - 627-2291
TOL 800-332-6662
WWW.KEMPER-SURV.COM

CERTIFICATE OF SURVEY



City of Inver Grove Heights
8180 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for information with the design concept of the Project and compliance with the rules shown in the Contract Documents. Contractor is responsible for all drawings, specifications and performance requirements to be coordinated and completed at the job site, for all construction that pertains directly to the construction processes or to techniques of construction, for all completion of the work of all trades, and for operating consistently with the Contract Documents.

☒ APPROVED
☐ APPROVED AS NOTED

☐ DISAPPROVED
☐ REVISED AND RESUBMIT

Date 10/20/2017 By 10/20/2017 10/20/2017

1. RESEARCH AND ANALYSIS
The first step in the process of developing a research project is to identify a topic of interest. This involves a thorough review of the literature on the subject, as well as consultation with experts in the field. The next step is to formulate a research question or hypothesis, which will guide the direction of the study.

[illegible]

AREA 3: 3000000
 TOTAL INCREASED REVENUE = 12000000
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LEGEND

[illegible]

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Board of Health of the City of New York.

 Health Officer

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 6-1-18, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	Sewer and water service lines
<u> X </u>	Prior to Certificate of Occupancy or 6-1-18, whichever occurs first	Raingarden
<u> X </u>	Prior to Certificate of Occupancy	Driveway
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

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

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of November, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Joshua A. Spotts and Megan L. Spotts, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Joshua A. Spotts and Megan L. Spotts, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Kemper & Associates, Inc. dated October 19, 2017, and

approved by the City Engineer on October 20, 2017. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement for 4709 Babcock Trail by and between the City and Landowner dated November 13, 2017.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

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

Recital No. 3. The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to June 1, 2018, or prior to issuance of a certificate of occupancy by the City for the Landowner Property, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made

under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

ARTICLE 5 **CITY'S COVENANTS**

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

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding

upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner: Joshua A. Spotts and Megan L. Spotts
358 Aurora Avenue
St. Paul, MN 55103

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

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of November, 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:



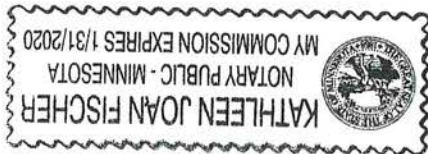
Joshua A. Spotts



Megan L. Spotts

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 19th day of October, 2017, by Joshua A. Spotts and Megan L. Spotts, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.





Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

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

Line A:

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

Abstract Property.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
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	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

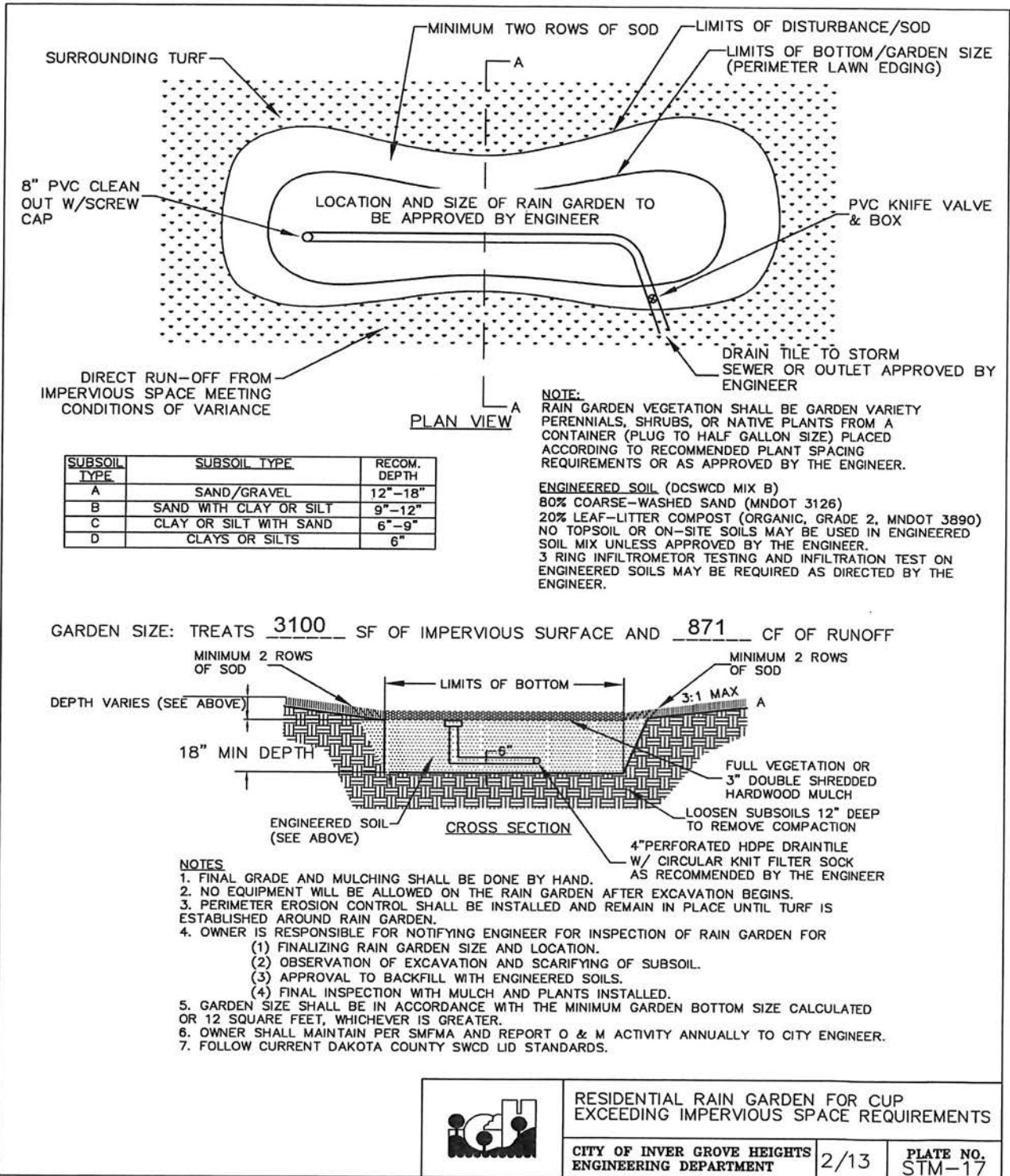
* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

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

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

-14-

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



PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 13th day of November, 2017, between Joshua A. Spotts and Megan L. Spotts, husband and wife (hereinafter referred to as “Landowner”) and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of November, 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

LANDOWNER:



Joshua A. Spotts



Megan L. Spotts

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

The foregoing instrument was acknowledged before me this 19th day of October, 2017, by Joshua A. Spotts and Megan L. Spotts, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.





Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

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

Line A:

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

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under and across the following described property:

THAT PART OF THE SOUTH 22.00 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 22 WEST, DAKOTA COUNTY, MINNESOTA, LYING SOUTHEASTERLY OF THE SOUTHEAST LINE OF LOT 3, BLOCK 5, GROVELAND PARK AND ITS EXTENSION, AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE S 00° 14' 33" E (BEARING BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 999.52 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N 68° 33' 06" E A DISTANCE OF 167.19 FEET; THENCE N 59° 19' 51" E A DISTANCE OF 264.40 FEET TO THE CENTER LINE OF COUNTY STATE AID HIGHWAY NO. 73 AND THERE TERMINATING, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE S 00° 14' 33" E (BEARING BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 999.52 FEET; THENCE N 68° 33' 06" E A DISTANCE OF 167.19 FEET; THENCE N 59° 19' 51" E A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N 00° 35' 30" E A DISTANCE OF 14.35 FEET; THENCE N 09° 30' 56" W A DISTANCE OF 18.68 FEET; THENCE N 19° 10' 47" W A DISTANCE OF 47.45 FEET; THENCE N 12° 27' 46" E A DISTANCE OF 152.91 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST AN ARC LENGTH OF 13.67 FEET, SAID CURVE HAS A RADIUS OF 2939.79 FEET, A DELTA ANGLE OF 00° 15' 59"; AND THE CHORD OF SAID CURVE BEARS N 27° 29' 44" W A CHORD LENGTH OF 13.67 FEET; THENCE N 65° 49' 24" E A DISTANCE OF 10.04 FEET; THENCE N 19° 45' 49" E A DISTANCE OF 18.50 FEET; THENCE N 01° 16' 54" W A DISTANCE OF 25.20 FEET; THENCE N 03° 08' 01" E A DISTANCE OF 17.92 FEET; THENCE N 47° 37' 33" W A DISTANCE OF 17.15 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3, BLOCK 5, GROVELAND PARK AND THERE TERMINATING.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving and Approving- North Robert District, Alternate 1 and Alternate 2 Preliminary Engineering Reports and the B-Line Sanitary Sewer Modeling Study

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Sewer Fund (512)

PURPOSE/ACTION REQUESTED

Resolution receiving and approving the North Robert District, Alternate 1 and Alternate 2 Preliminary Engineering Reports and the B-Line Sanitary Sewer Modeling Study as it relates to Alternative 2 of the North Robert District Sanitary Sewer Study and the CSSP.

BACKGROUND

The City has been preparing for the development of a trunk sanitary sewer in the North Robert District. On June 26, 2017, the City Council reviewed engineering reports prepared by the City's consultant Bolton and Menk that identified two alternatives to serve the North Robert District. Alternative 2 was recommended as the preferred alternative contingent upon a review and modeling of the B-Line trunk service district to verify it has available capacity.

While Alternative 1 follows the alignment that is currently established in the City's CSSP, Alternative 2 provides service to the same area at a cost that is estimated to be approximately \$2.9M to \$3.1M less. A significant difference between the two alternatives is that Alternative 2 conveys the north portion of the North Robert District to the B-Line trunk service district via lift station and forcemain. The operation and maintenance of this trunk lift station are estimated at \$330,000 over the 60-year useful life of the lift station. The sewer alignments for each alternative are included in the packet as Figure 2 and Figure 3.

Preliminary flow monitoring was performed as part of the Alternative 1 and Alternative 2 engineering reports. Monitoring took place during fall 2016 and winter 2017 months resulting in "dry weather" data. Flow monitoring results indicated the likelihood of excess capacity in the B-Line trunk service district. However, the engineer reports recommended that Spring-time "wet-weather" monitoring be performed with the results being incorporated into a full sewershed hydrodynamic model. The calibrated sewer model would identify any locations of concern within the B-Line.

On May 23, 2017, an open house was held to discuss the preliminary engineering reports with affected property owners in the area. Public comment was taken and minor changes were made to the reports.

On June 26, 2017 after a contingent selection of Alternative 2, the City Council authorized the consultant to perform the additional flow monitoring and hydrodynamic sewer model within the B-Line trunk service district to verify the available capacity that was suggested in the Alternative 2 engineering report.

The City's consultant, Bolton and Menk, has prepared the preliminary engineering report for the B-Line trunk service district capacity. This report accompanies the previous Alternative 1 and Alternative 2 engineering reports. The report verifies the existence of excess capacity and ability of the B-Line trunk sewer to accept sewer flows from the area outlined in the Alternative 2 report. A copy of this report is included in the packet.

The engineering report identifies an area of concern with respect to available pipe capacity. However, the concern can be remedied by extending the proposed forcemain identified in Alternative 2 to the existing 12" sanitary main at the intersection of 60th Street and Babcock Trail.

The City Council previously provided direction that Alternative 2 should be the preferred alternative contingent upon further study of the B-Line service area. At this time, after receiving the report verifying available capacity in the B-Line, the City Council has provided direction that Alternative 2 trunk sewer alternative is to be incorporated into the 2040 Comprehensive Plan.

The Council will consider receiving and approving all three NWA Trunk Utility Reports (Alternative 1, Alternative 2, and B-Line Capacity) together on November 13, 2017. Alternate 2 has the lowest construction cost. The City will work toward implementing the selected alternative into the 2040 Comprehensive Plan. Public input will be sought through the 2040 Comprehensive Plan process.

TJK/kf

Attachments: Resolution

Original 2005 CSSP by Bonestroo

2014 – Bolton Menk Comprehensive Plan Amendment, Sanitary Sewer Alignment

Figure 2 – North Robert District CSSP – Alternate 1

Figure 3 – North Robert District CSSP – Alternate 2 B-Line Diversion

B-Line Capacity Analysis and Modeling Report

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND APPROVING THE B-LINE SEWER MODELING STUDY PREPARED
BY BOLTON AND MENK AND ADOPTING THE ROBERT DISTRICT ALTERNATE 1 AND
ALTERNATE 2 PRELIMINARY REPORTS FOR THE TRUNK SANITARY SEWR IN THE NW AREA**

WHEREAS, the City is required by Minnesota Statutes to have a Comprehensive Sanitary Sewer Plan (CSSP) and to update it from time to time; and

WHEREAS, the City has initiated the process for the 2040 Comprehensive Land Use Plan for the City; and

WHEREAS, the City Council has reviewed the preliminary Engineering reports for Alternate 1 and Alternate 2 in the Robert District of the NWA, and selected Alternate 2 as the Preferred Alternate to serve portions of the sewer district in a cost-effective manner, provided the B-Line trunk sewer has adequate capacity for the lift station discharge; and

WHEREAS, the City has hired Bolton and Menk to monitor the flows and determine available sewer capacity in the B-Line system as summarized in the November 2017 B-Line Sewer Modeling Report which has identified adequate sewer capacity in the B-Line to service the northern portion of the Robert District of the NWA; and

WHEREAS, the City has conducted an open house on May 23, 2017 and received public input which supported the Preferred Alternate sewer; and

WHEREAS, the City Council has selected Alternate 2- B-Line Diversion of the northern portion of the Robert District of the NWA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights hereby adopts this Resolution including the following;

- 1) The B-Line sewer monitoring and model, prepared by Bolton and Menk in November 2017 is hereby approved and adopted as a guide for the City's CSSP; and
- 2) The preliminary engineering reports by Bolton and Menk, dated June 2017, for Alternate 1 and Alternate 2 for the Robert District of the NWA are hereby adopted and Alternate 2 B-Line Diversion is the preferred trunk sewer alternate to serve the northern portion of the Robert District; and
- 3) The City Council has determined that funding for trunk sewer improvements will be done utilizing the NWA sewer funds which are collected at the time of building permits and development in the NWA. The fees will be uniformly applied to all parcels in the NWA at rates determined and set by the City Council from time to time; and
- 4) The City Council hereby directs the City's Planning Commission to implement a 2018 CSSP update to be incorporate into the 2040 Comprehensive Plan within the timeframe for updating the Comprehensive Plan. The City Council further directs staff to implement the findings of the preferred Alternate 2 trunk sewer into any new developments that occur after this resolution is adopted.

Adopted this 13th day of November 2017 by the City Council of Inver Grove Heights.

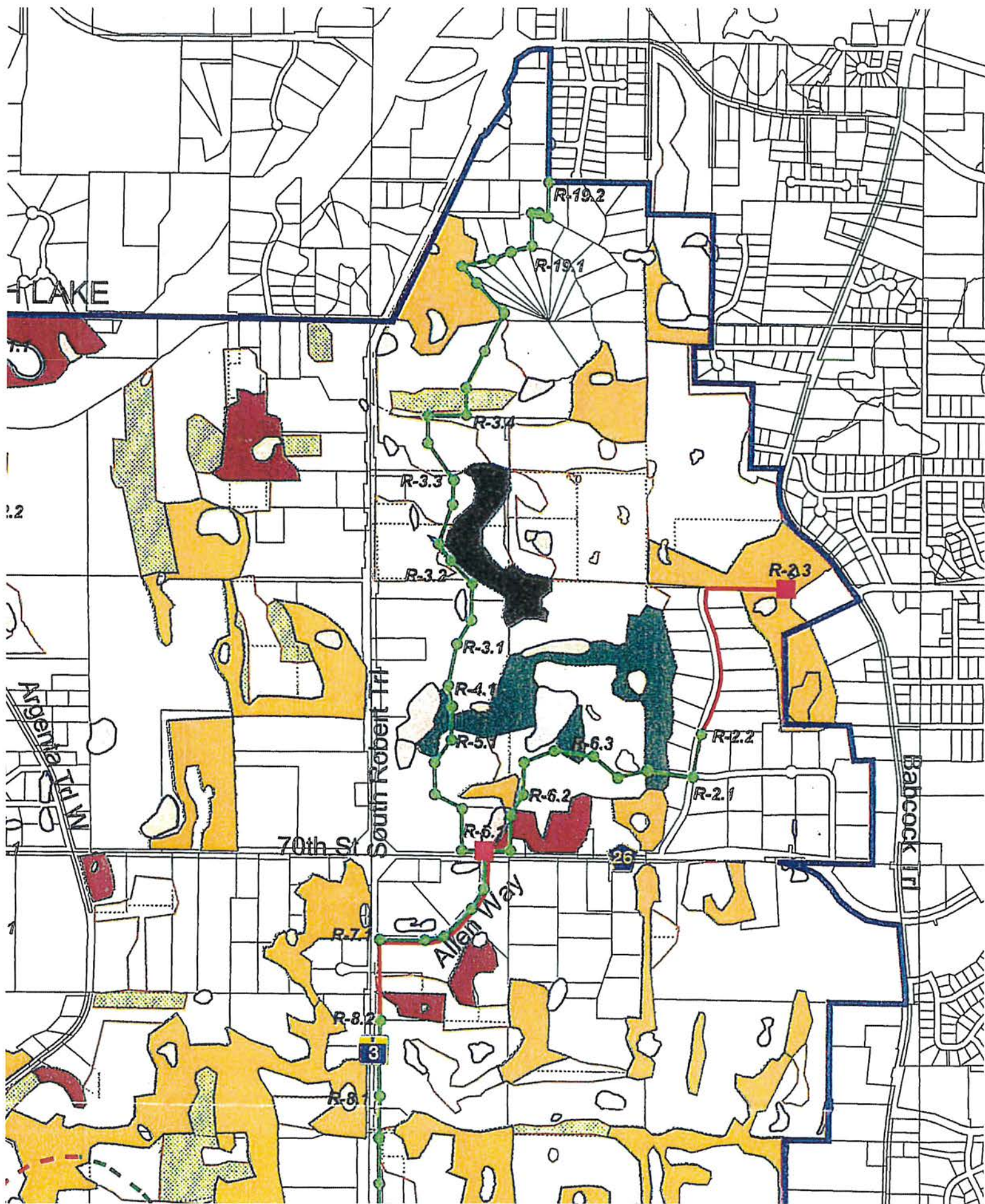
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



ORIGINAL 2005 CSSP - BONESTRAD



Alternative 1

North Robert District

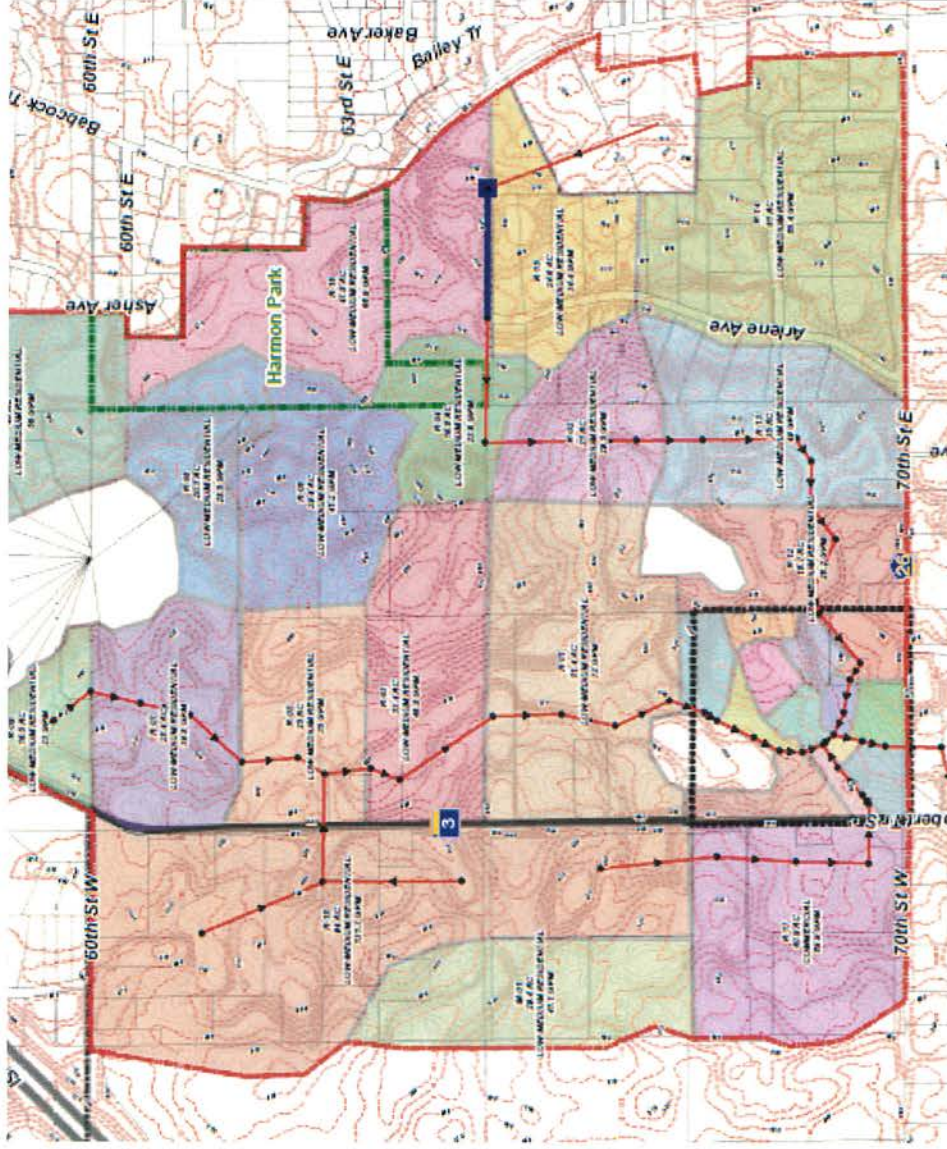


FIGURE 2



Figure 3



**BOLTON
& MENK**

Real People. Real Solutions.

Preliminary Engineering Report

NW Area Trunk Utilities

North Robert District

B-Line Capacity Analysis and Modeling

City of Inver Grove Heights, MN

City Project No. 2015-20

BMI Project No. T18.112733

Submitted by:

Bolton & Menk, Inc.
12224 Nicollet Ave
Burnsville, MNB 55337
P: 952-890-0509
F: 952-890-8065

Certification

Feasibility Report

for

B-LINE CAPACITY ANALYSIS AND MODELING

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS MN
BMI PROJECT NUMBER: T18.112733

OCTOBER 2017

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 31, 2017

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- Appendix A: Figures
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I. Executive Summary

The goal of this analysis is to determine whether the B-Line trunk sanitary sewer in Inver Grove Heights currently has capacity to convey the estimated sanitary sewer flows from the proposed North Robert District. As part of this analysis several key factors were considered.

- Current Sanitary Flowrates in the B-Line
- Effects of inflow and infiltration of storm water on the B-Line
- Potential peak flowrates from the North Robert District
- Effects on downstream pipes from additional flow

The following summary gives a brief explanation of the steps taken to analyze the system and the results of the analysis. Further details of the analysis can be found in report.

A. Modeling Approach

Autodesk's Storm and Sanitary Sewer Analysis was utilized to run a fully hydrodynamic model of the sanitary sewer. The model was calibrated to the gage data collected in the field. The model incorporates daily flow patterns to give a realistic time varied flowrate.

B. Gage Data

Gage data was collected at 6 different points along the B-Line. The gage data was used to establish diurnal curves, or a daily flow pattern, to help identify peak flows in the system.

Gage data was further utilized to analyze the effects of storm water inflow and infiltration into the sanitary sewer. Storm water can enter the sanitary sewer through direct inflows such as sump pumps or roof drains producing large peaks of flow in the system. Infiltration occurs when water seeps into the pipes through cracks and joints and produces a sustained increase in flow.

C. Existing Conditions

The existing conditions model was developed using GIS data provided by the City of Inver Grove Heights in conjunction with parcel data provided by Dakota County. The model indicates that the current B-Line has significant capacity within the pipes and is not in danger of pressurizing.

Inflow and Infiltration of storm water (I & I) was noted in the smaller residential region on the far west side of the study area. However, downstream the gages show little or no effect of rainwater on their base flowrates. This indicates that I & I is not a key concern in the capacity of the sewer.

D. Proposed Conditions

The proposed additional flowrate from the North Robert District significantly increases flow in the upstream sanitary sewers, however it does not exceed the capacity of the sewer. Land use in the proposed North Robert District was assumed to be completely residential.

E. Results.

The analysis has concluded that the additional flow from the North Robert District will not adversely affect the downstream sewers. The existing pipes were constructed with enough excess capacity to convey the proposed waste water without further up-sizing of pipe.

II. Modeling Approach

A. Project Background and Existing Models

The City of Inver Grove Heights is considering a new development in the North Robert District. As part of this development, approximately 240 ac of new residential development will be added onto the B Line Trunk Sanitary Sewer. A feasibility study was completed by Bolton & Menk, Inc. in March of 2017 which discusses the possible addition of the new development to the existing trunk sewer. As part of this model, a preliminary steady state model of the new development was completed which established the predicted peak waste water flows in the sanitary sewer.

Initial calculations and gage data noted that the existing sanitary sewer had capacity to convey the proposed conditions. However, due to the sensitive nature of sanitary sewers, several flow meters were placed along the trunk sewer at key points to check the pipe capacity throughout the system. A summary of the new gage data can be found in section III of this report.

The goal of this analysis is to build a hydrodynamic sanitary sewer model that is calibrated to match the collected gage data to provide an accurate representation of the City's B-Line trunk sewer. The completed model was merged with the initial model completed for the North Robert District to complete the comprehensive model.

B. Hydraulics

For this analysis, a fully hydrodynamic model was developed to give the most accurate representation of the sanitary sewer. Autodesk's Storm and Sanitary Sewer Analysis (SSA) was used to develop the model. Base flowrates for the model were determined through the land use data provided by the City for all commercial, municipal, and industrial areas. Residential flows were calculated by the use of gage data. All flows were routed through the sanitary sewer for a 48 hr duration.

Diurnal curves, or daily flow variations, were developed from the collected gage data to establish the shape of the hydrographs and estimate peak flows in the sewer. Further details of the diurnal curves and their correlation to peak flows can be found in section III of this report.

C. Land Use

City Parcel data was used to map the land use throughout the modeled area. Areas listed as exempt in the parcel data was reviewed on an individual basis. Since the gage data did not isolate any individual commercial, industrial, or municipal sites, a standard base flow was assigned to these parcels.

Gage 1 isolated flows from a residential area with 71 single family homes. 2015 census data indicated that the average household in Inver Grove Heights has 2.5. Gage data from this location indicated that residents produce approximately 52 gallons of sewer flow per person per day in their homes. It was assumed that this flowrate was representative of all residential units in Inver Grove Heights.

Table 1 below illustrates the base flowrates used in the model.

Table 1 Flowrate by Land Use

Flow Rates By Land Use		
Land Use	Average Flowrate	Units
RESIDENTIAL	130	gal/unit/day
RESIDENTIAL-TOWNHOUSE	66	gal/unit/day
RESIDENTIAL-CONDOMINIUM	66	gal/unit/day
APARTMENT	2958	gal/acre*day
APARTMENT-MOBILE HOME PARK	8400	gal/day based on 60 homes
APARTMENT-NURSING HOME	2958	gal/acre*day
INDUSTRIAL	1500	N/A
INDUSTRIAL-PREFERRED	1500	gal/acre*day
COMMERCIAL	1500	gal/acre*day
COMMERCIAL-OPEN SPACE	0	N/A
COMMERCIAL-PREFERRED	1500	gal/acre*day
COMMERCIAL_PREFERRED_OPEN_SPACE	1500	gal/acre*day
EXEMPT	Case by Case	N/A
UTILITIES-PREFERRED	0	N/A
AG-GREEN ACRES	0	N/A

III. Gage Data

A. Gage Data Summary

Gage data was collected from 6 different locations along the B-line trunk line. Locations of the gages are listed below and a map showing the gage location can be found in the attached appendix.

Gage 1 – 60th St. East, East of the intersection with Bacon Ave.

Gage 2 – Backyard of 6217 Bolland Trail.

Gage 3 – East of the cul-de-sac on 64th St. E

Gage 4 – Near the east end of 65th St. East behind apartment buildings

Gage 5 – Intersection of Lower 67th St. East and Cloman Way

Gage 6 - Intersection of 66th St. E and Concord Blvd E.

Data was collected on 15 minute intervals for several months. The gages collected both flowrate and velocity data throughout the sampling period. Gages 2 & 4 were placed as part of the previous study and collected data from November 29th 2016 through January 3rd 2017. This data collected only dry weather conditions as the ground was frozen during the duration of the sampling. Gages 1, 3, 5, and 6 were in place from May 8th 2017 through July 13th 2017. These gages were in place during several wet periods.

B. Data Reduction

Data from all 6 sites was carefully reduced to create a typical diurnal curve for the City of Inver Grove Heights. The diurnal curve is expressed as a function of the average hourly flow at any given time during a 24hr time period. Water usage in residential areas peaks in the morning and evening when most residents are home. In order to develop a representative curve with the typical daily peak flows, outlying data had to be removed. Data removed from all gages includes, flowrates affected by inflow and infiltration (I&I) of storm water, holiday flows, weekend flows, and unexplained short duration peaks. In all cases, when data was

removed, flows from the entire day were removed. Figure 1 below shows the effect that removing this data has on the daily flowrates.

Removal of this data is important as it gives a more accurate representation of what the typical dry weather flowrates in the pipe will be. Before any analysis of I & I can be completed, there must first be a solid dry weather base model. Weekend and holidays are removed because the flows on those days tend to be more evenly distributed during the day. Weekends tend to have a higher volume of waste water produced, however the peak production of waste water is typically lower than the typical week day flow.

In Gage 1, several weeks of I&I affected base flows and 2 high peaks flows skewed the data to show the highest peak occurring at approximately 4am. By removing this data, the curve shows a higher peak flow at approximately 8am.

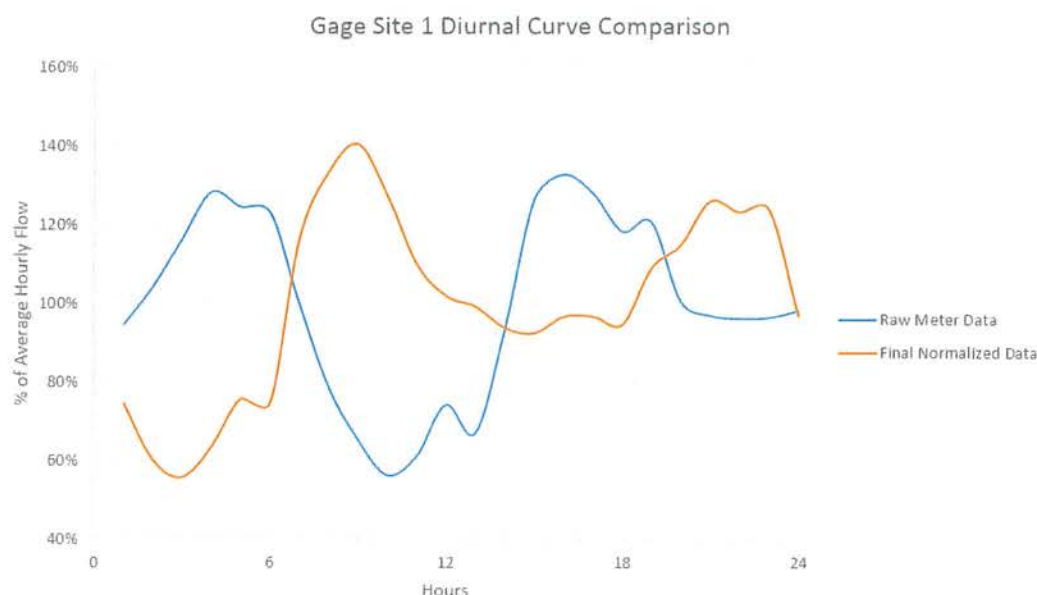


Figure 1 Gage Site 1 Diurnal Curve Comparison

Weekend flowrates were removed since this produces a higher average daily peak flow in residential areas. Weekday flowrates tend to peak higher in the morning than weekend flowrates. This same trend appears on holidays where large populations have vacation. Figure 2 shows the effect that removing weekend flowrates has on the diurnal curves.

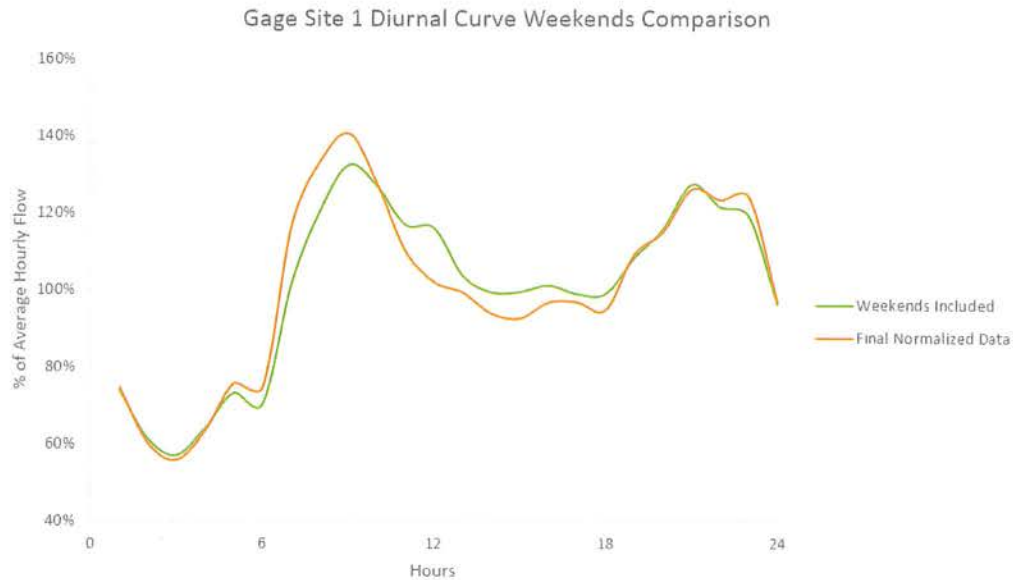


Figure 2 Gage Site 1 Diurnal Curve Weekends Comparison

I&I is a concern in waste water and will be considered in the analysis of the overall sewer capacity. However, in order to analyze the effects of I&I there must first be a strong base conditions to which the I&I affected flows can be compared. For this reason, all gage data that was affected by I&I was removed from the analysis at this stage. More information about the effects of I&I on the sanitary sewer can be found in section V.D of this report.

Normalized diurnal curves were developed for all 6 gages which can be found in the attached appendix. The diurnal curves were incorporated into the model as seen below in Exhibit 1.

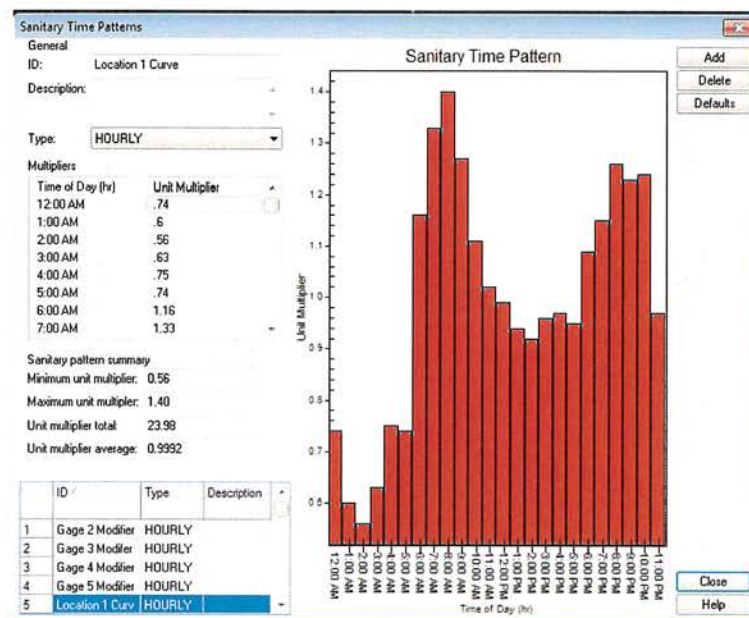


Exhibit 1 Gage 1 Sanitary Time Pattern

IV. Existing Conditions Model

A. Existing Conditions

The downstream extent of the modeled sewershed is at gage 4 near the intersection of 65th St. East and 67th St. East. Sewer and structure data was extracted from the City's GIS data. In areas where pipes and manholes did not have invert data, inverts were estimated through linear interpolation. To simplify the model, the total sewershed area was broken down to 71 sub-sewersheds that were each modeled separately. Each sewershed flows into its downstream most manhole structure. Some structures did not include as-built rim elevations. In this event the rim elevation was extracted from LIDAR. This created a network that captured flow in main stems of the sanitary sewer and accounts for travel time through the sewershed. A map of the separate sewersheds and model extents can be found in the attached appendix.

A secondary model was developed continuing the model down through the Gage 5 site as a means to check if tail water had any notable effect on the outlet conditions of the sewer. Gage 5, despite its proximity to Gage 4, was estimated to convey nearly twice the sewershed area and would give an accurate representation of the downstream water surface. The same assumptions were made for any pipes or manholes missing rims and inverts as was done in the original model extents.

As previously stated, flow data for this model was developed using typical flowrates per acre of land use for all parcels other than residential parcels.

Most of the pipes contributing to the B-Line are either reinforced concrete pipe or older vitrified clay pipes.

B. Calibration

The model contains 4 of the 6 gage sites within the modeled extents. A standard daily flowrate was established at each of the gage sites along with the corresponding diurnal curves. Using this data, a typical daily estimated flowrate was developed to which the model was calibrated. Calibration was necessary as no data was collected in the commercial and industrial zones to quantify their specific contributions to the sanitary flow. Calibration was accomplished by creating a secondary Sanitary Time Pattern for each gage station sewershed, in the same manner as the time pattern seen in Figure 2. Each inflow in the sewershed was adjusted using the same secondary time pattern to create a flowrate and time pattern similar to the one developed with the gage data. An example of the calibrated model flows compared to the estimated flows can be seen in Figure 3 below.

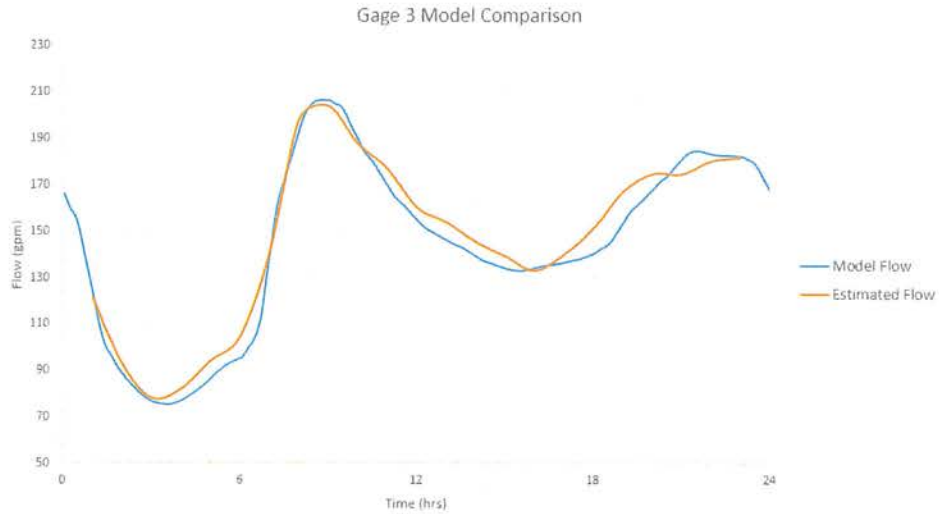


Figure 3 Gage 1 Model Flow vs. Estimated Flow

C. Existing Conditions Results

Upon review, the existing sanitary sewer currently carrying flowrates well below the designed capacities. In all 4 of the gage sites within the model the flowrates were found to be flowing at less than 20% of their designed capacity.

The capacities of the sewer pipes were calculated using their current slopes and a Manning's N value of 0.015. Typically new concrete pipe has an assumed Manning's N value of 0.013. However, due to the age and unknown condition of the pipe, it was assumed that the Manning n value has increased over time.

Table 2 Existing Conditions Results

Existing Model Results				
Location	Peak Flow (gpm)	Pipe Size (in)	Full Capacity (gpm)	Remaining Capacity (gpm)
Gage 1	7.45	12	1008.94	1001.49
Gage 2	33.31	12	518.55	485.24
Gage 3	206.6	18	1473.25	1266.65
Gage 4	425.16	18	3700.08	3274.92

Table 2 above shows the pipe flows and capacity calculated at each of the gage site.

V. Proposed Conditions

A. Additional Flow From Robert District

The previous model estimated the peak flowrates from the North Robert District using a peaking factor method which provides conservative estimates of flowrate based on the acreage of land use. Given the more detailed model in this phase of the analysis, the flowrate estimates for the North Robert District were re-calculated.

All of the proposed sewersheds contributing to the B-Line are currently zoned to be low to medium density residential. Since no final plats have been approved in this area, it was assumed that the average lot size would be 0.2 acres. Furthermore, it was assumed that the typical waste water production rate would be 100 gallons per capita per day and that the average household would have 2.5 persons. The smaller lot size and higher flowrates were used in order to increase conservancy in the model.

Due to topographic constraints, the proposed pipe system serving the Robert District is lower than the tie in location along 60th Street East. Therefore, it was assumed that a lift station would be placed within the new sanitary line and the waste water would be pumped directly into the B-Line trunk. Sizing and designing the lift station was not included for the scope of this project. In this scenario it was assumed that the pumps inflow would equal the outflow into the B-Line. This creates another level of conservatism since it not likely that the lift station will be flowing constantly and the flow from the lift station is lower than the flow into the lift station at its peak.

A map of the proposed new sewersheds and the preliminary sewer alignments can be found in Exhibit 2 below.

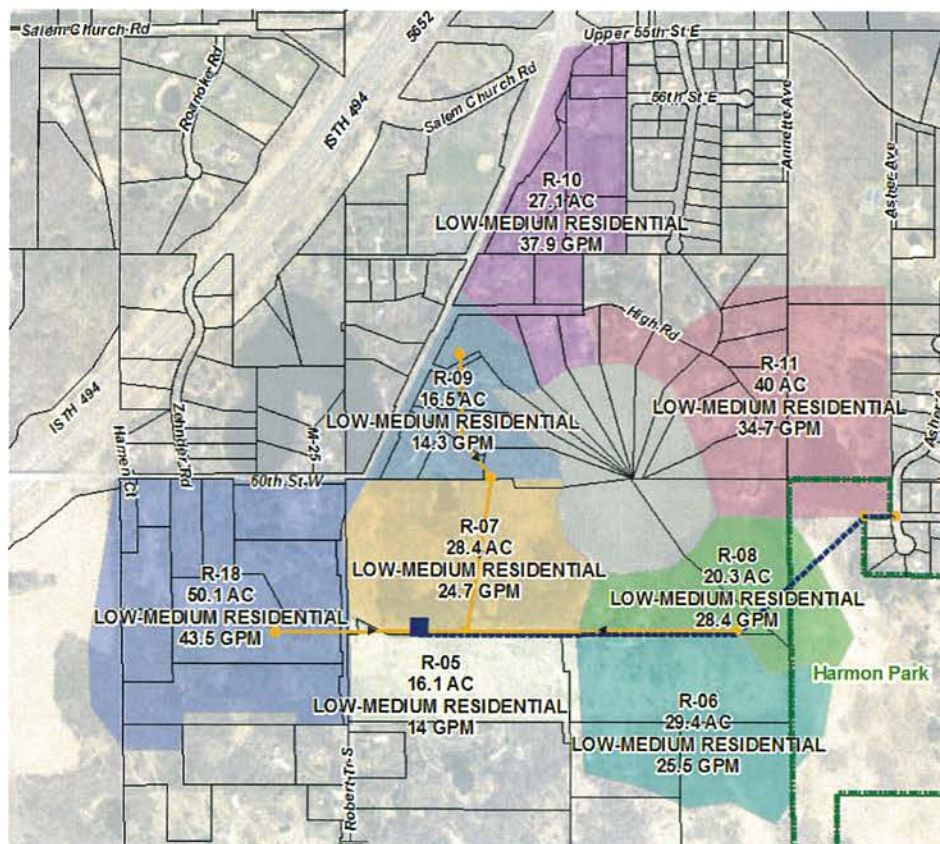


Exhibit 2 Proposed Sewersheds
Prepared by: Bolton & Menk, Inc.
B Line Analysis | T18.112733

B. Proposed Conditions Results

Initial review of the proposed model shows that the current sanitary sewer is capable of passing the typical daily flowrate without surcharging. Table 3 below shows the peak flowrates at each of the 4 gaging sites in the modeled extents along with the peak flows coming from the new addition.

Table 3 Proposed Model Results

Proposed Model Results				
Location	Peak Flow (gpm)	Pipe Size (in)	Full Capacity (gpm)	Remaining Capacity (gpm)
Addition	276.67	8	435.91	159.24
Gage 1	283.75	12	1008.94	725.19
Gage 2	320.99	12	518.55	197.56
Gage 3	493.00	18	1473.25	980.25
Gage 4	719.29	18	3700.08	2980.79

Each gaging site indicates that the sewer has capacity to carry the additional flow from the North Robert District Addition. However, upon review of the model, there is one area of potential concern in the Gage 1 sewershed. Between manholes BL-8 and BL-9 is a 344' length of 8" diameter vitrified clay pipe. This pipe is currently within 10 gpm of pressurizing if the conservative flow estimates for the North Robert District Addition flows are used in the model. This would function adequately under normal flows, but would be susceptible to pressurizing. Exhibit 3 below shows the pipes location and Table 4 summarizes the flow in the pipe.



Exhibit 3 Area of Concern

Table 4 Area of Concern

Area of Concern - Calibrated Flowrate				
Location	Peak Flow (gpm)	Pipe Size (in)	Full Capacity (gpm)	Remaining Capacity (gpm)
AOC	130.6	8	301.58	170.98

This location is not an immediate concern, but it should be monitored in the future if any additional flows are added to the network. To minimize risk, the City could consider installing the North Robert District forcemain to structure BL-19 in Exhibit 3. This would bypass the 8" main and connect directly to a 12" main.

C. Gage Data Vs. Design

The 100 gallons per person per day flowrate used in estimating the flowrates for the new addition to the B-Line stems from the 10 State standards for waste water facility design. However this number does not account for the volume of water that is used outside of the home nor does it account for the reduction of water usage that many municipalities have seen in the last decade.

As previously stated in the report, the measured gage data from gage site 1 isolated an area with 71 single family homes. These parcels can be seen in Exhibit 4 below. Using the typical weekday flowrates from this gage a new daily flowrate of 52 gallons per person was calculated.

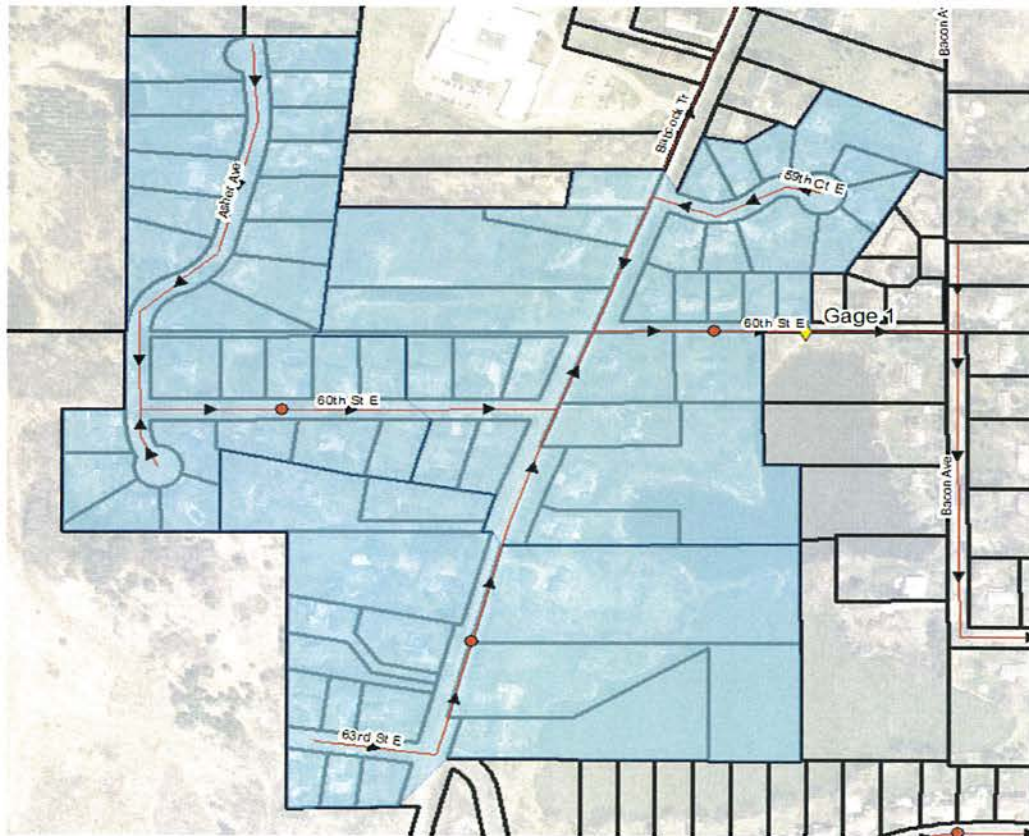


Exhibit 4 Gage 1 Sewershed

gage shows the typical weekday flowrate to be 5.2 gpm, less than half of the estimated flowrate. Table 5 shows the difference in flowrates based on the gage data versus the typical estimated flowrates.

Table 5 Estimated Flow vs. Calibrated Flow

North Robert Diverted Sewersheds Estimated Flows Vs. Calibrated Peak Flows			
Sewershed	Area (ac)	Estimated Peak (gpm)	Calibrated Peak (gpm)
R-05	25	14.00	6.15
R-06	29.4	25.52	11.23
R-07	28.4	24.65	10.84
R-08	20.3	14.00	7.75
R-09	16.5	14.32	6.30
R-10	27.1	23.52	10.35
R-11	40	34.72	15.27
R-18	50.1	43.49	19.13

This decrease in flow from the diverted North Robert District bring the flowrate in the area of concern under 60th St. E well below the pipes full flow capacity, as seen in Table 6 below. This flowrate still has some conservancy built in since the typical lot sized was still assumed to be 0.2 ac.

Table 6 Area of Concern - Calibrated Flowrate

Area of Concern - Calibrated Flowrate					
Location	Full Capacity (gpm)	Estimated (gpm)	Additional Capacity (gpm)	Calibrated (gpm)	Additional Capacity (gpm)
AOC	301.58	291.88	9.7	130.6	170.98

D. Inflow and Infiltration of Storm Water

Rainfall derived I&I is a major concern in any sanitary sewer design. Illicit discharges to the sanitary sewer from storm water can quickly overload the system causing the system to surcharge or causing an exceedance at the downstream connection to the Metro Council interceptor. As part of the pipe capacity study, I&I was examined by comparing historical rainfall data to the flow meter data. Since gages 2 and 5 collected data during winter when the ground is frozen, the data was excluded from the I&I analysis. Gages 1 and 3 were analyzed for increases in flow due to rainfall since those represented the most likely areas to see issues with increased flowrates due to I&I.

This section should not be considered as a comprehensive I&I analysis for the B-Line trunk. The goal of this section is to establish if further I&I analyses should be completed before connecting the North Robert District to the existing B-Line sanitary sewer.

1. Gage 1

On June 10th 2017 Inver Grove Heights saw 1.06" of rainfall causing the flowrates at the Gage 1 site to spike to 28.2 gpm at 7:45 pm. A plot of the rainfall and corresponding flowrates can be seen in Figure 4.

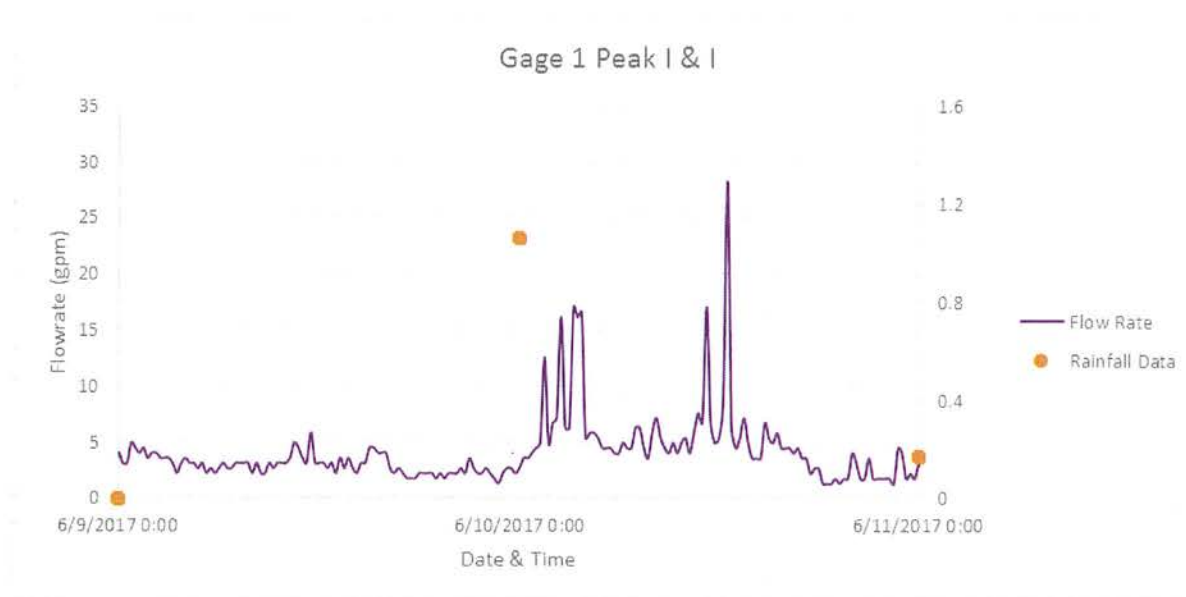


Figure 4 Gage 1 I&I Event

While this rainfall did create a spike in flowrate in the system it did not create a sustained increase in flow indicating that the peak is largely caused by direct inflow into the sanitary sewer and not as heaving affected by infiltration. This spike was also noted as only occurring during single 15 minute interval and was not sustained for any length of time. Given that the pipe at Gage 1 has capacity for over 700gpm above the typical daily peak, I & & should not cause the sanitary sewer to pressurize.

2. Gage 3

Although I&I did create a noticeable peak in flowrate at Gage 1, that peak did not translate to downstream flows as seen in Figure 5. The flowrates around the June 10th rainfall events only caused a slight increase in flowrate above the average daily peak flowrate.



Figure 5 Gage 3 Peak I&I

VI. Conclusions

A. Inflow and Infiltration

Based on the findings of the analysis, there is no reason to suspect that rainfall derived I&I will have a significant impact on the pipe capacity in the B-Line trunk sewer. Gage data collected along the B-Line does not indicate that rainfall derived I&I will significantly increase the flowrates to the trunk sewer.

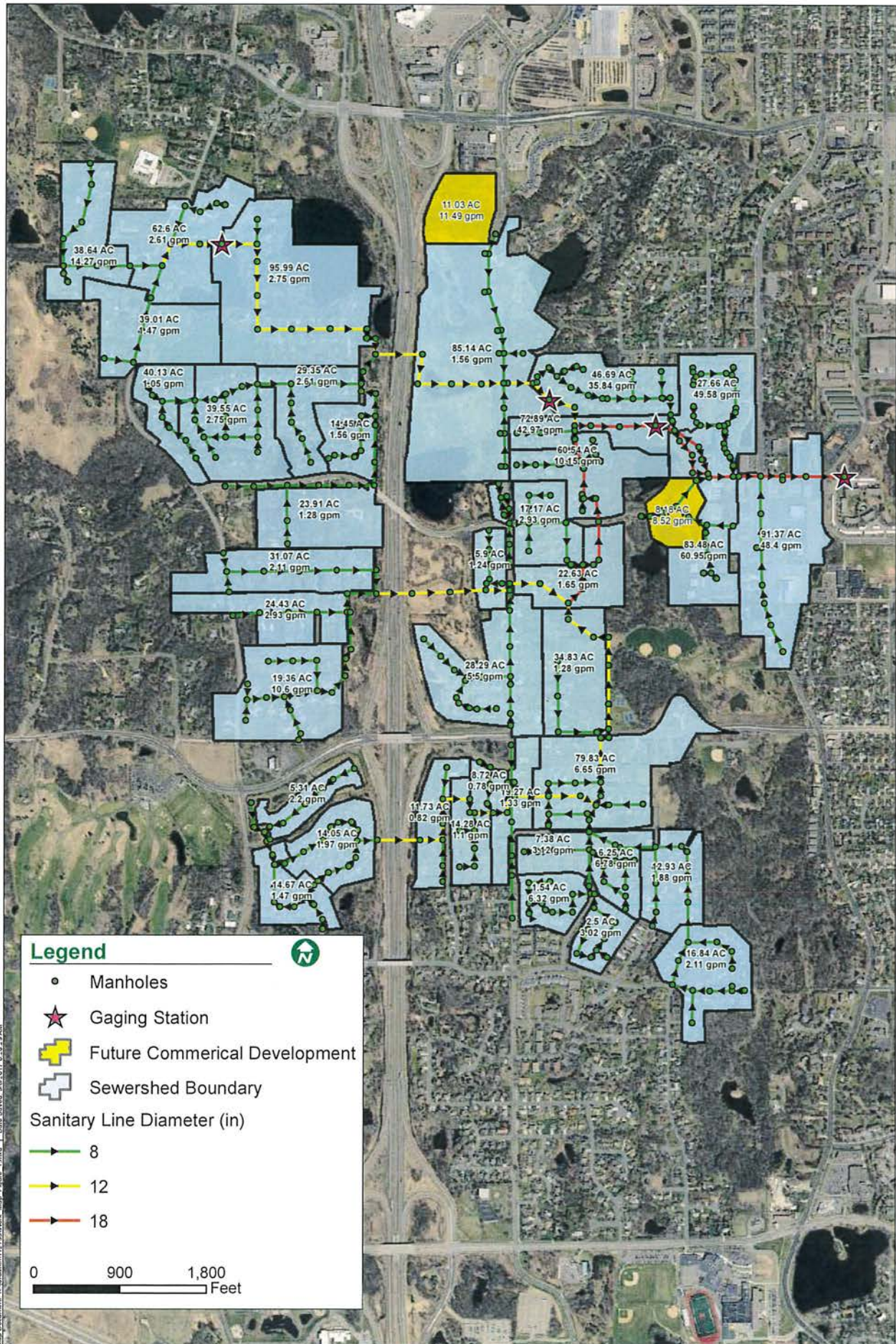
B. Pipe Capacity

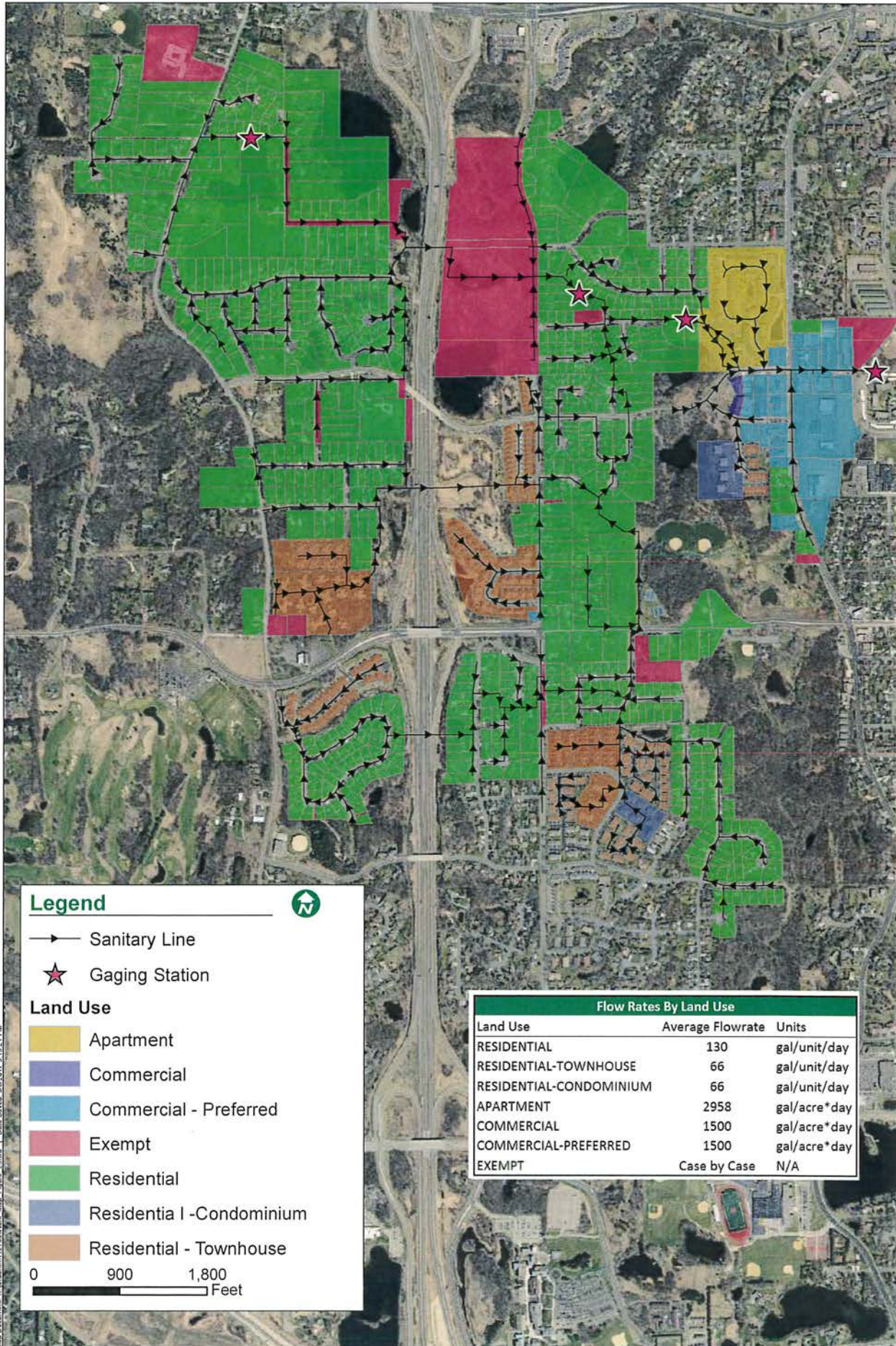
Based on the results of the various flow regimes, it was concluded that the existing B-Line trunk sanitary sewer has the capacity to pass the daily average flows from the North Roberts District without overtaxing the existing downstream sewers.

The area of concern under 60th St. East has enough capacity to function without pressurizing under the conservative flowrates and flow regimes used in the model. Since gage data is available and indicates that the typical flowrate is closer to 52 gallons per capita per day, the pipe should have over 150 gpm of additional conveyance. Furthermore, since the proposed additional flow to this location will consist of entirely new pipe, the effects of I&I should be minimal.

In the event that the area contributing to the North Robert District sanitary flows increases or if the land use changes from low-med density residential, the model should be updated to address these changes.

Appendix A: Figures





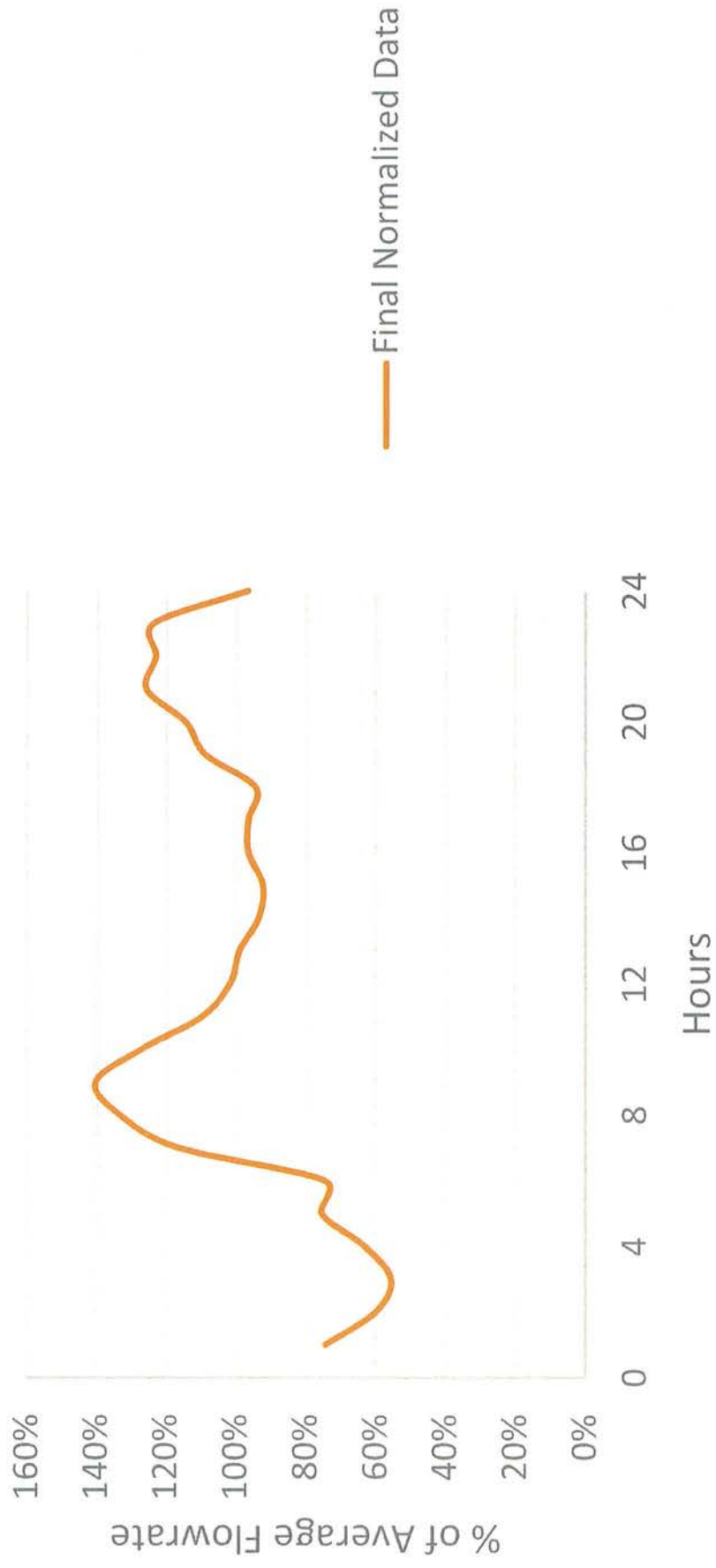


August 2017

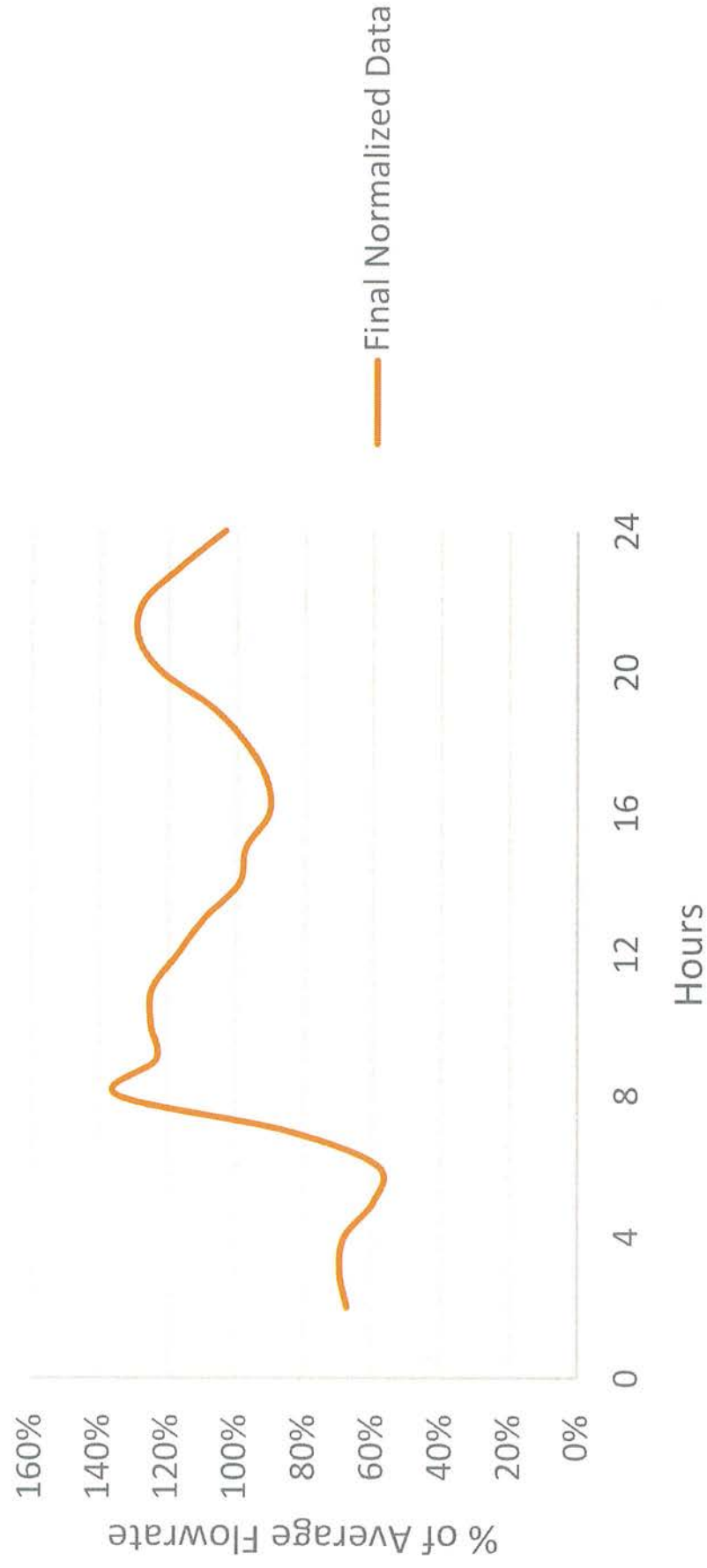


Appendix B: Diurnal Curves

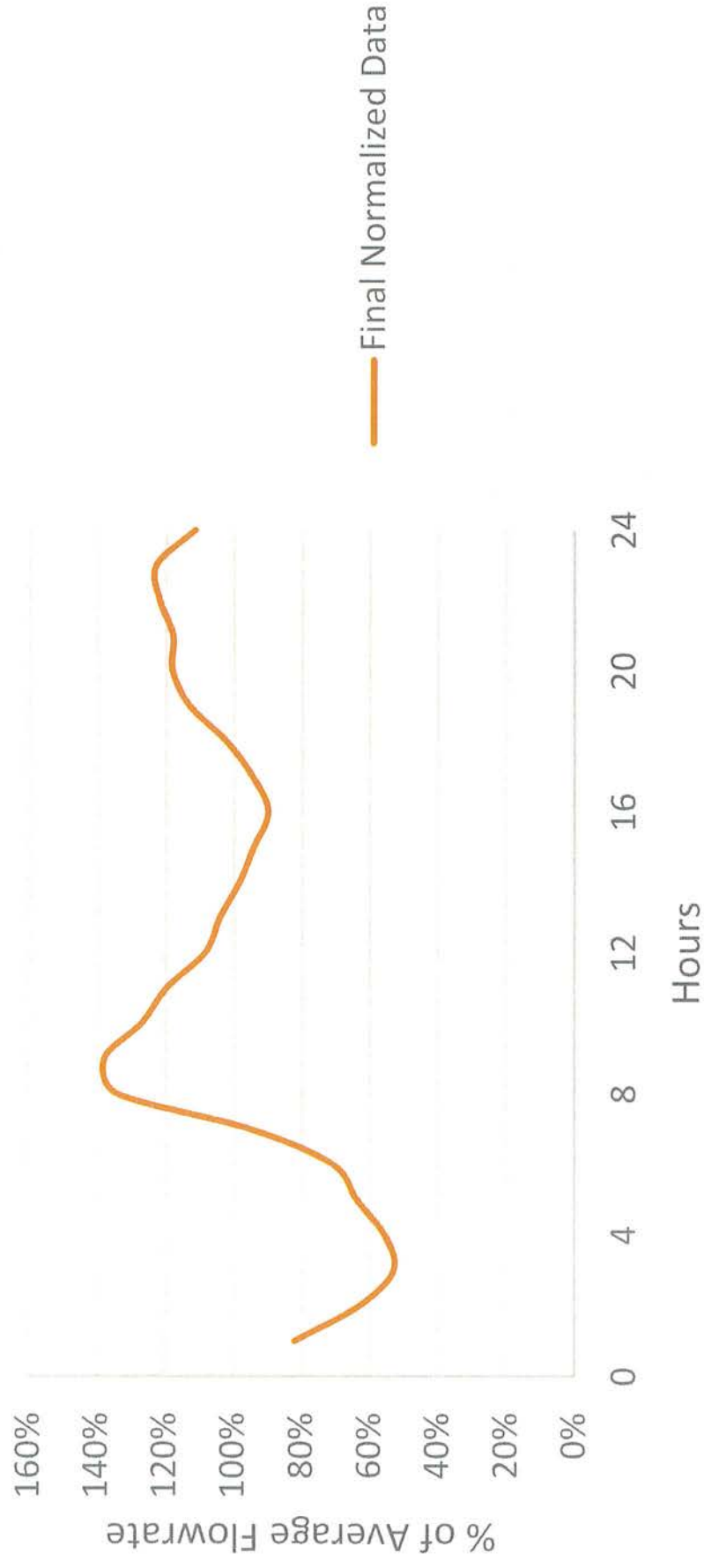
Gage Site 1 Diurnal Curve



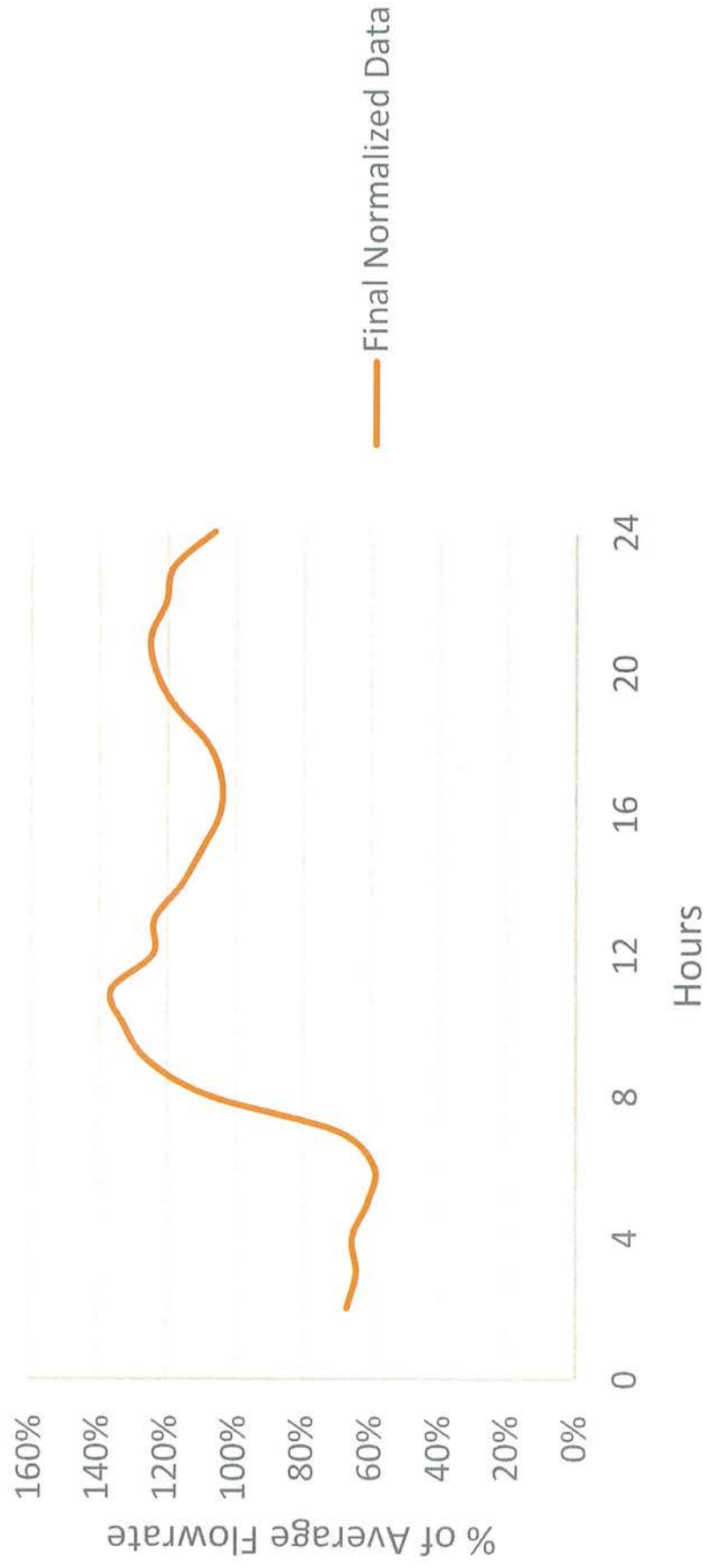
Gage Site 2 Diurnal Curve



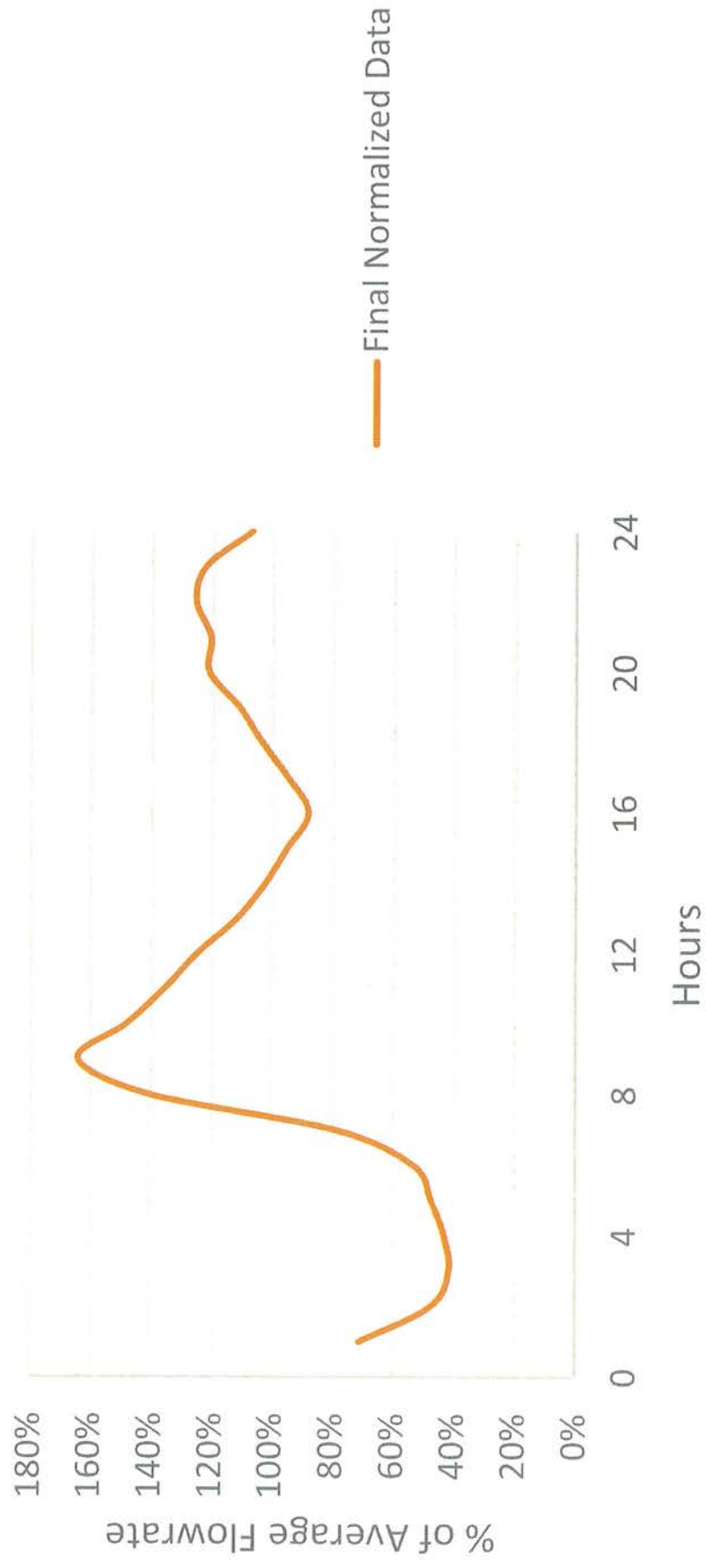
Gage Site 3 Diurnal Curve



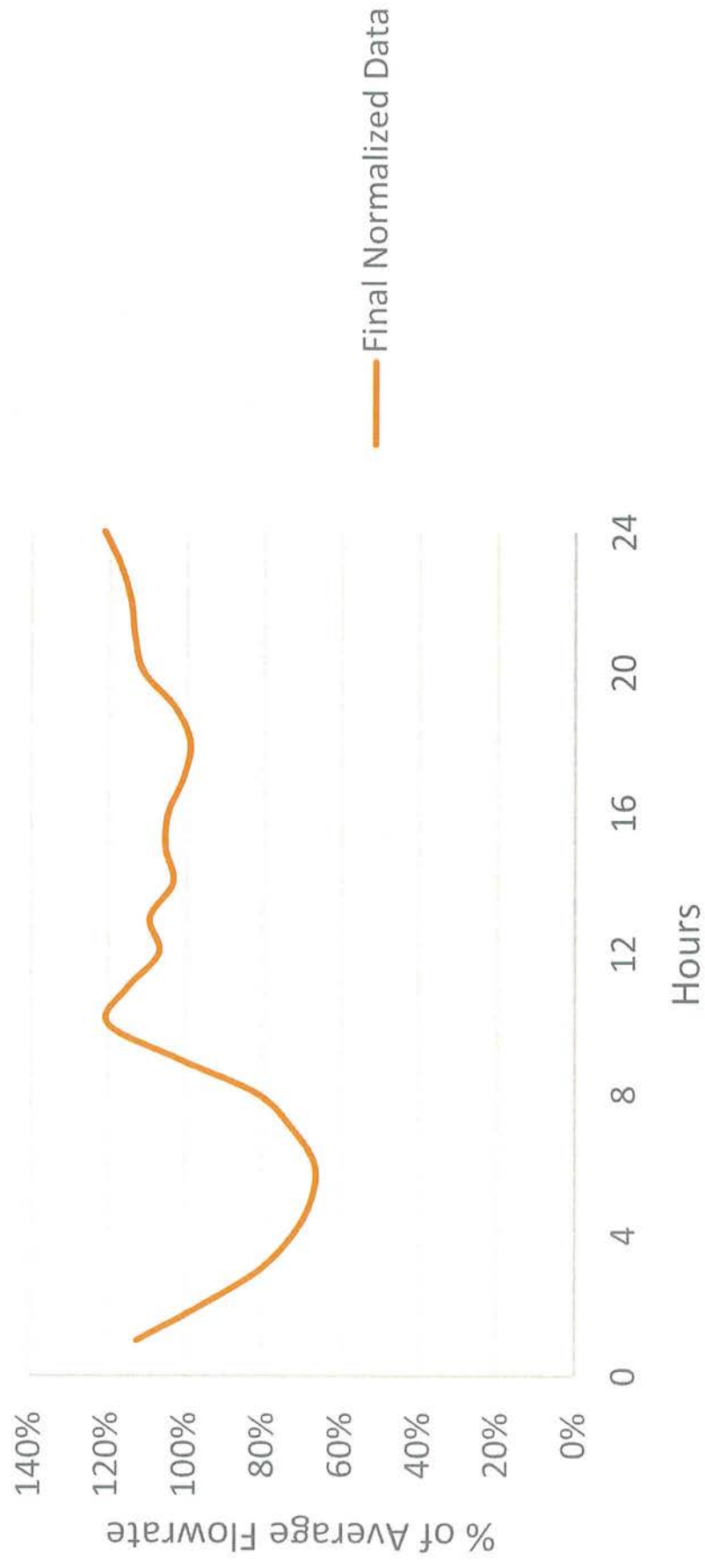
Gage Site 4 Diurnal Curve



Gage Site 5 Diurnal Curve



Gage Site 6 Diurnal Curve



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 Approval of Proposal from Braun Intertec for Geotechnical Evaluation of the Parking Lot at Inver Wood Golf Course

Meeting Date: November 13, 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 the approval of a proposal by Braun Intertec for \$6,105 to perform geotechnical evaluation services of the parking lot to meet the NW Area Storm Water requirements at Inver Wood Golf Course. The project is funded by the Pavement Management Fund.

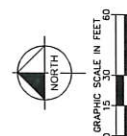
SUMMARY

Additional borings are necessary for Kimley Horn to design storm water treatment facilities for the Inver Wood Golf Course parking lot. To keep the project on schedule for bidding along with the Broderick Ave. project, Braun Intertec completed this work the week of November 6th. The schedule for the project is as follows:

October – December 2017	Finalize plans and specifications
January 2018	Bid project
March 2018	Award bids
May – September 2018	Construct project



2018 PARKING LOT REHABILITATION
CITY OF INVER GROVE HEIGHTS
INVERWOOD GOLF COURSE PARKING LOT
ALTERNATIVE SITE PLAN 1



Kimley»Horn

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No 2 – Bid Package 2 – East Rink Floor Project – City Project 2017-05

Meeting Date: November 13, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Changer Order #2 for Bid Package #2 for the East Rink Floor Project to Becker Arena Products Inc. in the amount of \$5,475.75 bringing the total of Bid Package #2 to \$113,948.73. Change Order #2 is necessary to bring the glass railing into compliance with the building code. Steven Engineering and their subcontracted architect have agreed to pay for the change order with the exception of the cost that would have been paid by the City had the specifications/plans been correct. The overall project is funded with an interest free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 2 being awarded to Becker Arena Products Inc. in the amount of \$105,400.00. On July 10th the Council approved Change Order #1 in the amount of \$3,072.98. Assuming approval of the change order request the new total for Bid Package #2 would be \$113,948.73.

The change order consists of the following:

Bring glass railing to code	\$5,475.75
Amount of change order reimbursed by Engineer/Architect	\$4,083.23
Net cost of change order to the City of Inver Grove Heights	\$1,392.52

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

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 2 (Change Order #2)	Glass Railing Code Issue	\$5,475.75
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$41,451.27
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$737,800

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RESOLUTION APPROVING THE DAKOTA COUNTY 2018 COMMUNITY FUNDING APPLICATION FOR WASTE ABATEMENT ACTIVITIES

Meeting Date: November 13, 2017
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Ally Hillstrom,
 City Government Intern
 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 attached Resolution and JPA for the purpose of obtaining funds for projects related to recycling efforts within City limits, at public buildings and public gathering spaces.

SUMMARY:

Funding from Dakota County is provided to improve recycling efforts city-wide and to educate residents and businesses on recycling. A study conducted in 2013 showed that 75% of what is going into the landfill could actually be recycled instead. In response to this study, the Minnesota State Legislature has increased recycling requirements, with a goal being set by the State for Dakota County, to reach a 75% recycling target by the year 2030.

Dakota County has once again set aside funding to assist local communities in their efforts to participate and to educate residents. In 2017, the City of Inver Grove Heights received \$38,000 in funding. It is anticipated that the City of Inver Grove Heights will receive \$61,854 in funding for 2018. Inver Grove Heights 2018 Community Funding application has been approved by Dakota County and is attached for reference.

The grant's funding has increased to assist the City in meeting new requirements such as:

- Implementing organics recycling collection at City Hall
- Providing an additional paper shredding opportunity for residents
- Planning and preparing for future city policies pertaining to recycling at events/festivals
- Educating multiunit property managers and residents on recycling topics
- Supporting Dakota County's Solid Waste Master Plan through city ordinance changes, waste-abatement activities, and outreach

The attached Resolution and JPA must be approved by City Council in order for the City of Inver Grove Heights to receive the funding.

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

RESOLUTION NO. _____

**RESOLUTION SUPPORTING COUNTY FUNDING APPLICATION FOR RECYCLING
AND EDUCATION PROJECTS RELATED TO REDUCING THE AMOUNT OF TRASH
THAT IS CURRENTLY BEING TRANSPORTED TO THE LANDFILL, AND TO
PROJECTS THAT PROMOTE INCREASING THE AMOUNT OF RECYCLING
EFFORTS AS MANDATED BY THE STATE OF MINNESOTA**

WHEREAS, the City of Inver Grove Heights has been working on providing educational materials to residents and businesses with regard to recycling activities;

WHEREAS, the State of Minnesota has set a goal for Dakota County to reach 75% recycling target by the year 2030;

WHEREAS, the City of Inver Grove Heights has identified the following enhanced recycling efforts to help residents and businesses to achieve that goal: city-wide education for residents and businesses about all recycling activities, city-wide communication about requirements for all recycling activities, and city-wide campaign to support newly mandated commercial recycling.

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution supporting the Dakota County 2018 Community Funding Application.

Adopted by the City Council of Inver Grove Heights this 13th day of November 2017.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE CITY
OF INVER GROVE HEIGHTS FOR 2018
WASTE ABATEMENT COMMUNITY
FUNDING**

This Agreement is between the County of Dakota (County) and the City of Inver Grove Heights (Municipality).

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County and the Municipality are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, counties may require local cities and townships to develop and implement programs, practices, or methods designed to meet waste abatement goals (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS; by Resolution 12-154 (March 27, 2012), the Master Plan was adopted by the County Board of Commissioners, and was subsequently approved by the Minnesota Pollution Control Agency on May 24, 2012; and

WHEREAS, the Master Plan includes multiple strategies to enhance and leverage resources to help the County meet waste management objectives; and

WHEREAS, the Master Plan supports performance-based funding for Municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, community funding and waste tire activity amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, by Board Resolution 17-490, the County Board approved municipality 2018 community funding allocations as presented to the Physical Development Committee of the Whole on September 19, 2017, contingent upon the availability of funds and subject to funding levels approved by the County Board as part of the 2018 Department budget; and

WHEREAS, the Program responsibilities for municipality include ensuring recycling best practices are followed at public facilities; increasing residential waste reuse and recycling through materials collection; implementing recycling at large events; providing education and outreach to residents; increasing organics recycling; and supporting County-led efforts for Master Plan implementation; and

WHEREAS, County responsibilities include providing technical assistance, container labels, and waste educational messages and images; maintaining waste management information on the County website; hosting Master Recycler/Composter classes; and providing best practices strategies and resources for waste diversion measurement, events/festivals, and the food waste prevention and organics diversion priority issue; and

WHEREAS, separate Joint Powers Agreements with municipalities, or entities acting on their behalf, identify municipality and County responsibilities and fund allocations.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and Municipality shall derive from this Agreement, the County and Municipality hereby enter into this Agreement for the purposes stated herein.

SECTION 1 PURPOSE

The purpose of this Agreement is to provide for cooperation and funding between the County and the Municipality for the implementation and operation of a local comprehensive landfill abatement program by the Municipality in accordance with this Joint Powers Agreement and the 2018 Dakota County Community Funding Application Packet (attached and incorporated herein as Exhibit 1) that is submitted by the Municipality.

SECTION 2 PARTIES

The parties to this Agreement are the County of Dakota (County), Minnesota and the City of Inver Grove Heights (Municipality), collectively referred to as the "Parties".

SECTION 3 TERM

Notwithstanding the dates of the signatures of the Parties, this Agreement shall be in effect January 1, 2018, and shall continue in effect until December 31, 2018, or until termination in accordance with the provisions herein. This Agreement may be amended in accordance with Section 12 and incorporation of subsequent years' approved funding Application Packet.

SECTION 4 COOPERATION

The County and the Municipality agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

SECTION 5 PROGRAM

5.1 PROGRAM PURPOSE. The Dakota County Board of Commissioners adopted the 2012-2030 Solid Waste Master Plan (Master Plan) on March 27, 2012, as required, to implement the Minnesota Pollution Control Agency's (MPCA) 2010-2030 Metropolitan Solid Waste Management Policy Plan. The Master Plan identifies performance-based funding for Municipalities to develop and implement waste abatement programs, education, and outreach. The Community Funding Program purpose includes: ensure that residents, businesses and public entities have the opportunity to recycle; and to develop, implement, and maintain projects, programs, practices, and methods to meet waste abatement objectives. The Community Funding Program supports the County's efforts for broad-based education and implementation of local programs and projects for waste reduction, reuse, recycling, hazardous waste management, and organics diversion.

5.2 ELIGIBILITY. Eligible Municipalities include all cities in Dakota County and the Rural Solid Waste Commission (RSWC) representing the 13 townships and six small cities in rural Dakota County.

5.3 ANNUAL APPLICATION, WORK PLAN AND BUDGET. Annually, each Municipality shall submit an Application Packet that includes the annual Work Plan and budget breakdown for each funding activity to the County by the due date specified in writing by the County and on forms provided by County staff.

5.4 IMPLEMENTATION. The Municipality shall develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110 and Exhibit 1.

5.5 RECYCLING. Municipalities must ensure the opportunity to recycle exists for all municipal employees, residents and businesses, including at municipality-controlled public areas such as parks, community centers, and city-sponsored events/festivals; must develop and implement programs to increase residential recycling and organics diversion; and must continue planning to implement community-wide organics diversion.

5.6 PRIORITY ISSUE PROGRAM. County staff, with input from Municipalities, develops a Priority Issue Program to accomplish during the multi-year Master Plan reporting cycle. The 2017-2020 Priority Issue is organics diversion. The 2018 Priority Issue focus is on residential food waste prevention education, implementing organics diversion from 2016-2017 planning results including (if applicable) implementation of organics diversion within municipally-owned/operated buildings, and continued progression for organics best practices and diversion at public facilities and events. The Priority Issue is subject to change pending Legislation or County strategic planning.

5.7 PERFORMANCE. Municipalities shall report their performance on a bimonthly basis pursuant to responsibilities set forth in Exhibit 1, using reporting tools provided by the County and providing documentation including vendor invoices for Work Plan expenses covered by Program funding. County staff will notify the Municipality in writing if a Recycling Improvement Plan is needed. Within 30 days of notification, the Municipality shall submit a Recycling Improvement Plan signed by the Municipality's authorized representative. The Recycling Improvement Plan must be negotiated with County staff and specify Municipality activities and a timeframe to achieve compliance.

5.8 ANNUAL REPORT. By January 31, 2019, the Municipality shall submit its Annual Report for the year 2018, on the form prescribed by County staff. The Annual Report must be signed by the authorized representative for this JPA.

5.9 AUDIT. County staff may audit one or more buildings operated by the Municipality through a waste sort or other means of waste assessment. This data will be used by the Municipality and County to gauge how successful the waste management program is, which will influence the Work Plan.

SECTION 6 FUNDING

6.1 FUNDING AMOUNT. Communities receive performance-based funding in part from pass-through grants from the State. Funding amounts are contingent upon available State and County funds, and reflect the funding levels presented to the County Board as part of the annual budget. The 2018 allocated funding for the Municipality, or entity acting on its behalf, shall be in the total amount not to exceed \$61,854.00, as set forth in Exhibit 1.

6.2 FUNDING PAYMENT. Contingent upon approval by County staff of the Municipality's Annual Report for the funding year 2017, the County will pay the Municipality the funding amount set forth in paragraph 6.1 above for 2018. Payment will be made in one installment within 30 days of approval of the Annual Report. Municipalities with a complete Application Packet and an approved Annual Report receive 100% payment of allocated funds for eligible expenses.

6.3 ELIGIBLE EXPENSES. Municipalities may use allocated funds only on eligible items as described below. Eligible expenses are for waste abatement projects/programs; education and outreach and priority issue activities; identified in Exhibit 1 and include:

6.3.1 Administration

- a) Salary and benefits of personnel, full-time and temporary, and consultant services while working directly on the planning, implementing, and promoting of eligible activities described in the Work Plan.
- b) Attending Local Solid Waste Staff meetings
- c) Collecting data and preparing reports demonstrating Work Plan progress and measurements.
- d) Memberships and training necessary for eligible activities, not including out-of-state travel or lodging.
- e) Data collection and evaluation for effectiveness, efficiency, and responsiveness of landfill abatement activities.

6.3.2 Municipal Facility Recycling

- a) Containers necessary to implement best practices at municipality-controlled administrative buildings and public areas, including parks and community centers.
- b) Education materials for municipal employees and visitors, such as signs, trainings and mass communication.

6.3.3 Waste Abatement Activities

- a) Advertising to promote city-sponsored activities to accept recyclable or reusable materials from residents.
- b) Collection and management of paper to be shredded and recycled.
- c) Collection and management of mattresses, bicycles, and carpet for reuse or recycling.
- d) Collection and hauling services related to traditional recycling at municipality-sponsored or community events/festivals conducted in partnership with the Municipality to implement best management practices.
- e) Design and implementation of projects and programs to enhance residential, park and public area recycling.

6.3.4 Residential Outreach and Education

- a) Production and dissemination of education information to increase awareness and participation in residential recycling programs.
- b) Newsletter layout services for education on residential recycling and household hazardous waste.
- c) County-approved landfill abatement promotional items up to \$500.

6.3.5 Priority Issue: Organics Diversion

- a) Production and dissemination of education information to increase awareness and participation in residential organics programs.
- b) Collection, hauling services and compostable bags necessary to implement organics diversion at community events/festivals conducted in partnership with the Municipality.
- c) Containers and compostable bags necessary to implement organics diversion in the municipality-owned/operated building recommended for organics diversion in the 2017 waste sort report.
- d) Compostable bags that are needed to support organics collection at a municipality-sponsored or community event/festival.

- e) Planning future organics diversion in one or more municipality-owned buildings that are the largest organics generators (e.g., community centers).

6.3.6 Solid Waste Master Plan

- a) Supporting County-led efforts to implement the Master Plan.
- b) Implementing one or more city priority projects to support Master Plan priorities as identified in the Work Plan.

6.3.7 Non-eligible expenses include:

- a) Expenses related to non-waste abatement waste issues (e.g., energy, water)
- b) Waste collection, transportation or management (i.e., reuse, recycle, resource recovery, land disposal) of waste under the municipality's control.
- c) Food or refreshments, unless approved by County staff as compliant with Dakota County Policy 1560.
- d) Payment for collection and management of items that are banned from the landfill (e.g. appliances, hazardous waste, electronics, yard waste). Other expenses may be eligible with prior written approval from County staff.
- e) Costs exceeding \$500 in the funding year for promotional items used to implement waste abatement programs.

6.4 FUNDING PAYMENT AND WORK PLAN ADJUSTMENTS. The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount as requested by the Municipality in the Application Packet, as long as the amount payable under this Agreement does not exceed the amount approved by the Dakota County Board of Commissioners and so long as the proposed modifications are consistent with Exhibit 1. The Municipality must expend the community fund by the end of the calendar year, unless prior written approval is received from the Director. Municipalities must return unspent funds (the difference between the amount of funds provided and the amount a Municipality reports as expended), must return funds if expenditures or activities are determined by County staff as not consistent with Exhibit 1, and must return funds if County staff determines performance has not been remedied as identified in the Recycling Improvement Plan pursuant to Section 5.7. If the Municipality fails to fulfill responsibilities, the County may choose to implement activities in the municipality and may recover costs in accordance with Dakota County Solid Waste Ordinance 110.

The Director shall have the authority to approve modifications to the Work Plan as requested by the Municipality, as long as the Work Plan modifications do not cause the amount payable under this Agreement to exceed the amount approved by the County Board and are consistent with Exhibit 1. Only Work Plan modifications approved by the Director are an eligible expense. Approved Work Plan modifications to reduce or eliminate activities requires the return of related unspent funds.

6.5 FUNDING PAYMENT DEDICATED ACCOUNT. Municipalities must deposit and maintain funds in a dedicated bank account. Program funds are prohibited from being commingled with any other funds or used for non-approved activities.

SECTION 7 RESPONSIBILITIES OF THE PARTIES

The Municipality shall fulfill the following responsibilities under this Agreement and as described in Exhibit 1.

Use County-developed resources for all required residential education; submit all outreach materials to County staff at least three business days before publication for review; and provide funding source credit on all print materials: Partially funded by the Minnesota Pollution Control Agency and Dakota County"

SECTION 8 PROPERTY

Upon termination of this Agreement, any containers, labels and/or necessary infrastructure purchased by the County and provided to the Municipality shall be the sole property of the Municipality.

SECTION 9 INDEMNIFICATION

9.1 IN GENERAL. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

9.2 LIMITATIONS. The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the Municipality

9.3 SURVIVORSHIP. The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 10 AUTHORIZED REPRESENTATIVES AND LIAISONS

10.1 AUTHORIZED REPRESENTATIVES: The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Georg T. Fischer, Director
Environmental Resources Department Director
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE MUNICIPALITY

George Tourville, Mayor (or successor)
8150 Barbara Ave
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination under Section 11 of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

10.2 LIAISONS. To assist the Parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Municipality. The County and the Municipality shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison:

Gena Gerard
Telephone: (952) 891-7021
Email: gena.gerard@co.dakota.mn.us

Municipality Liaison:

Allan Hunting

Telephone: 651-450-2554

Email: ahunting@invergroveheights.org

SECTION 11 TERMINATION

11.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Municipality by email or facsimile is sufficient notice under this section. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 12 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the Municipality.

SECTION 13 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

SECTION 14 MERGER

This Agreement is the final expression of the Agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

SECTION 15 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

COUNTY OF DAKOTA COUNTY

Georg T. Fischer, Director
Environmental Resources Department
Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor
Date of Signature: _____

APPROVED AS TO FORM:

/s/Helen R. Brosnahan 10/31/17
Assistant Dakota County Attorney/Date
KS-17-422-007
Resolution Number: 17-490

Attest _____

_____(title)
Date of Signature: _____



Dakota County, Physical Development Division
Environmental Resources Department
Information: Gena Gerard, 952-891-7021
gena.gerard@co.dakota.mn.us
Application process: Joan Cooksey, 952-891-7965
joan.cooksey@co.dakota.mn.us

2018 Dakota County Community Funding Application

Municipality: Inver Grove Heights
Application and JPA Submittal Date: 10/12/2017
Funding Period: January 1, 2018 - December 31, 2018
2017 Annual Report Due Date: January 31, 2019

Municipality Primary Contact			
Designated Liaison:	Allan Hunting	Title:	City Planner
E-mail:	ahunting@invergroveheights.org	Phone:	651-450-2554
Mailing Address:	8150 Barbara Ave	City/State/Zip:	Inver Grove Heights, MN 55077
Municipality Secondary Contact			
Designated Back-up:	Heather Botten	Title:	Associate Planner
E-mail:	Hbotten@invergroveheights.org	Phone:	651-450-2569
Municipality Communications Contact			
Name:	Michelle Tesser	Title:	City Clerk
E-mail:	mtesser@invergroveheights.org	Phone:	651-604-8511

Submit completed Application by email to gena.gerard@co.dakota.mn.us or by mail to:

Gena Gerard
Dakota County Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

The following documents and information are required as part of the Joint Powers Agreement for Community Funding:

1. Copy of the Official Resolution or Minutes of the Proceedings

Attach an official action from the governing body (e.g., City Council or Commission) submitting the Application Packet, or a certified copy of the official proceedings of the governing body approving the Application Packet.

2. Work Plan

Complete and submit the attached *2018 Dakota County Community Funding Work Plan*.

3. Budget

Complete the Work Plan budget to itemize the following fund request:

	Fund Request	County Fund Eligibility
Work Plan Activities	\$ 61,854	
Waste Tire Activities (RSWC Only)	\$ 0	
TOTAL	\$ 61,854	

4. Compliance with Public Entity Laws

Check "Yes" or "No" to indicate compliance, and attach requested documentation for the following:

	Yes	No*
MN Stat. <u>§115A.552</u> (community recycling programs in place)	X	
MN Stat. <u>§115A.552</u> (residents/businesses have the opportunity to recycle) NOTE: Municipal code language must be attached if updated in previous calendar year.	X	
MN Stat. <u>§115A.151</u> (internal recycling programs for facilities under the municipality's control). NOTE: Copy of hauler contract must be attached if updated in previous calendar year.	X	
MN Stat. <u>§473.848</u> and <u>§115A.471</u> (management of solid waste collected under contract from municipal operations)	X	
MN Administrative Rules <u>1303.1500</u> (recycling space requirements in new or remodeled buildings of 1,000 square feet or more). Describe mechanism for compliance: Our building inspectors enforce compliance of this rule during their building permitting and plan review process.	X	

*Identify the timeline and steps being taken to obtain compliance:

I, the undersigned, certify that this 2018 Community Funding Application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2018 Annual Report demonstrating compliance with this application will be submitted to Dakota County by January 31, 2019.

ALLAN HUNTING

Name of person completing document

CITY PLANNER

Title

Signature (electronic signature acceptable)

Date

10/27/17

2018 Dakota County Community Funding Work Plan

Municipality Size	Definition
Small (S)	Municipalities with fewer than 4,000 households
Medium (M)	Municipalities with 4,000-10,000 households
Large (L)	Municipalities with more than 10,000 households
RSWC (R)	Municipalities comprising the Rural Solid Waste Commission

Minimum work plan requirements for different sized municipalities are identified within each activity below.

I. Administration: Meeting Attendance, Training, and Reporting

GOAL: Fulfill responsibilities necessary for effective program administration.

Task	Activities	Expense Plan/Report
1	Attend at least four of the six Local Solid Waste Staff meetings per year NOTE: Rural Solid Waste Commission adds Commission Board meetings. (S, M, L, R). PLAN: Inver Grove Heights LSWS will attend at least 4 Dakota County LSWS meetings. REPORT: [report results]	\$50 – Mileage
2	Identify anticipated training (S, M, L). NOTE: Newly-assigned designated Liaisons must attend the Dakota County Master Recycler/Composter class (newly-assigned Designated Liaisons only). PLAN: Assigned liaison will attend Dakota County Master Recycler class or an alternative course option provided by Dakota County. REPORT: [report results]	
3	Submit bimonthly updates using this form and attach invoices demonstrating work plan progress and measurements within 15 days of the end of the two-month period (S, M, L, R). PLAN: Inver Grove Heights LSWS will submit bi-annual progress reports within 15 days of the end of the two-month period. REPORT: [report results]	

[Additional Notes:]

II. Municipal Facility Recycling

A. Internal Recycling Implementation

GOAL: Demonstrate compliance with MN Stat §115A.151 to ensure recycling programs for facilities under the municipality's control collect at least three recyclable materials and meet best management practices.

Task	Activities	Expense Plan/Report
1	Verify at least three recyclable materials are collected at municipality-controlled administrative buildings in keeping with Dakota County's Best Management Practices Checklist for Waste Collection (Minimum: S-1 building, M-3 buildings, L-4 buildings, R-all buildings). PLAN: City Hall, Public Works Facility, Fire Station 1, and Golf Course Building REPORT: [report results]	\$2,000 – Updated recycling bins
2	Implement infrastructure changes in municipality-controlled administrative buildings, as recommended by the 2017 waste sort (S, M, L, R). PLAN: We will set up a collection for bulbs and batteries to keep them out of the basic recycling and will add an area for staff to exchange reusable items. We will also verify all desks have recycling bins and will add these bins if needed. A custodial service will empty these bins into a central location. REPORT: [report results]	\$300 - bins
3	Conduct at least one visual waste assessment at municipal facilities studied in 2017 waste sort to estimate weights and diversion rates for assessed facilities (S, M, L, R). PLAN: Will complete a visual waste assessment at City Hall. REPORT: [report results]	
4	a. Verify at least three recyclable materials are collected for municipality-controlled public areas (e.g., parks, community centers) in keeping with Dakota County's Best Management Practices Checklist for Collection (S, M, L, R) and b. Add containers as needed (M-1 area, L-4 areas, R-all areas). PLAN: Golf course, Veteran's Memorial Community Center, North Valley Park, and South Valley Park. REPORT: [report results]	\$16,000 – Updated recycling bins

[Additional Notes:]

B. Internal Recycling Education

GOAL: Promote recycling to help reach recycling rate goal of 75% for metropolitan counties (MN Stat. §115A.551).

Task	Activities	Expense Plan/Report
1	Educate visitors and all municipal employees about recycling, including organics recycling if collected, through signage, workshops, email communications, and/or other education methods (S, M, L, R). PLAN: We will educate staff on recycling, new internal recycling/reuse drop off sites, and organics collection through email and signage. REPORT: [report results]	
2	Implement visitor and employee education on recycling topics recommended by the municipal 2017 waste sort (S, M, L, R). PLAN: We will share the waste sorts results with staff and will increase education about recyclable cans, plastic containers and bottles since they were found frequently in the trash. Staff will also be educated staff on how to use the new system implemented based on the waste sort recommendation. Employees will be educated through email and signage on new internal drop off sites and organics collection. The City will invite Dakota County staff to present about organics diversion at Commission Appreciation Dinner and/or a lunch-and-learn workshop for staff. REPORT: [report results]	

[Additional Notes:]

III. Waste Abatement Activities

A. Materials Collection Events and Activities

GOAL: Increase residential waste reuse and recycling through events and activities to collect reusable and/or recyclable materials, in keeping with the statutory 75% recycling goal for metropolitan counties (MN Stat. §115A.551) and the waste management hierarchy.

Task	Activities	Expense Plan/Report
1	Provide at least two municipality-wide events or opportunities for residential paper to be shredded and recycled as an addition to an existing event or as a stand-alone opportunity (M, L). NOTE: Partnerships with adjoining cities are permitted. Small cities are not required to complete Task 1, but are permitted to add on to large or medium city collection events.	\$2,000 – two shred events

	PLAN: We will continue to host a paper shredding event at our municipal Clean-Up Day. Inver Grove Heights may partner with Mendota Heights, South St. Paul, and West St. Paul for our second shredding event. In the case that partnering with these cities does not work out, the City of Inver Grove Heights will independently host a second paper shredding event. REPORT: [report results]	
2	a. Provide at least one mattress collection event or opportunity to residents for recycling as an addition to an existing event or as a stand-alone opportunity (e.g., cleanup day, roll-off, curbside collection etc.), and b. Ensure that any mattresses, bicycles, and carpet in a municipality-coordinated collection are delivered for reuse or recycling, with preference given to reuse (M, L). NOTE: Medium cities are encouraged to pool funds with adjacent medium cities for Task 2(a). Small cities are not required to complete Task 2, but are permitted to add on to large or medium city collection events. PLAN: We will collect mattresses, bikes, and carpet at our municipal Clean-Up Day, and will continue to ensure these items are getting reused or recycled, with preference placed on reuse. REPORT: [report results]	\$2,500 = Clean-up day (mattresses, carpet, bikes)
3	a. Measure and report weights for all materials collected in municipality-coordinated events (S, M, L, R), and b. Submit a copy of each vendor invoice with bi-monthly update (S, M, L, R). PLAN: We will continue to request reports of how much material was collected from our vendors at our municipal Clean-Up Day. This, along with the invoices, will be reported to Dakota County in the bi-monthly report. REPORT: [report results]	
4	Build a list of reuse events, resources and/or opportunities currently available to municipal residents (S, M, L). PLAN: We will build a list of reuse events, resources and/or opportunities currently available to municipal residents and will publish this on our website. REPORT: [attach results]	
5	Rural Solid Waste Commission only: Conduct waste tire management activities such as a tire collection event for rural Dakota County residents. (R) PLAN: N/A REPORT: [report results]	

[Additional Notes:]

B. Community Events and Festival Recycling

GOAL: Ensure that the opportunity to recycle exists for residents and begin efforts to institutionalize recycling at community events and festivals.

Task	Activities	Expense Plan/Report
1	Implement recycling collection best management practices at large events/festivals within the municipality using Dakota County's Best Management Practices for Events Checklist (S-1 large event, M-3 large events, L-5 large events, R-2 large events). NOTE: Funds may be used to cover costs of traditional recycling. PLAN: We will ensure recycling BMPS for our four, Food Truck Day events. We will also offer funds and resources for recycling at the main IGH Days event on Saturday, which is a non-city sponsored event. REPORT: [report results]	\$1,000
2	Measure and report weights at all events/festivals that are paid for all Community Funding (S, M, L, R). PLAN: We will measure and reports weights of recycling at all events paid for or in part by Community Funding. REPORT: [report results]	
3	Implement at least one mechanism to require recycling with best management practices at events/festivals (e.g., event permit, event vendor agreement, facility rental agreement) as identified in the municipality's 2017 Community Funding work plan (S, M, L, R). PLAN: We will include a requirement in our Food Truck Day vendor agreement that will require vendors to recycle in containers the City provides. REPORT: [report results]	
4	Support County efforts to plan and prepare for future city ordinance amendment(s) pertaining to recycling at events/festivals (S, M, L, R). PLAN: We will support County efforts to plan and prepare for future city ordinance amendment(s) pertaining to recycling at events/festivals. REPORT: [report results]	

[Additional Notes:]

IV. Residential Outreach and Education

A. Website Content and Resident Communications

GOAL: Provide education and outreach to all current and new residents of single family and multiunit dwellings about recycling, and household hazardous waste, and ensure that local waste collection information, recycling information, and waste abatement messaging is consistent throughout the County, in keeping with MN Stat. §115A.552.

Task	Activities	Expense Plan/Report
1	a. Verify that solid waste collection requirements within the municipality are available to residents on the municipal website, and b. Verify that direct links to the Dakota County website are provided for residents to have access to both solid and hazardous waste management information (S, M, L, R). PLAN: We will ensure that that solid waste collection requirements within the municipality are available to residents on our website, and that direct links to the Dakota County website are provided for residents to have access to both solid and hazardous waste management information. REPORT: [report results]	
2	Serve as a resource to the general public by fielding and responding to waste abatement-related inquiries. (S, M, L, R). PLAN: We will serve as a resource to the general public by fielding and responding to waste abatement-related inquiries. REPORT: [report results]	
3	Provide education to all existing and new residents through the following: a. Insert at least one article about residential recycling into a mailed municipal newsletter (S, M, L, R), and b. Insert at least one article about household hazardous waste into a mailed municipal newsletter (S, M, L, R), and c. If available, use electronic media (e.g., Facebook, Twitter, E-News) to send timely waste management messages to residents on both topics (M, L). NOTE: Funds are not intended to be used for stand-alone mailings, printing, or postage; articles are intended to provide content for residential communications that are already being mailed out by the municipality; use County-developed resources for all required residential education; submit all outreach materials to County staff at least three business days before publication for review; and provide funding source credit on all print materials: <i>"Partially funded by the Minnesota Pollution Control Agency and Dakota County."</i>	\$1,200

	PLAN: We will include all required articles in our bi-monthly Insights newsletter, mailed to all residents. We will also post timely waste management messages on our Twitter account, Facebook account, and website. REPORT: [report results]	
4	Provide direct outreach to residents about recycling and/or household hazardous waste through the following (M-1, L-2): a. Staff a booth or conduct a presentation at a large community gathering (e.g., school assembly, Pollution Prevention Day, Farmer's Market), and/or b. Coordinate a large event (e.g., Earth Day or America Recycles Day Celebration) PLAN: We will set up one booth at the Active Aging Fair and will staff this with a Master Recycle, Dakota County staff, or City staff member depending on availability. We will also invite a Dakota County staff member to present to Inver Grove Heights businesses during a comprehensive planning meeting or Conventions and Visitor's Bureau meeting. REPORT: [report results]	\$200
5	Support County-led efforts to develop a multi-unit recycling program (e.g., connect County staff to known property managers or known multi-unit education opportunities) (S, M, L). REPORT: On an as-needed basis, provide information and help identify resources for the development of a Dakota County education and outreach effort serving multiunit residents, such as connecting County staff to known property managers or multiunit education opportunities.	
6	Rural Solid Waste Commission only: Provide education and outreach to rural Dakota County residents about waste tire management activities (R). PLAN: N/A REPORT: [report results]	

[Additional Notes:]

V. Priority Issue: Organics Diversion

A. Municipality-Wide Organics Diversion

GOAL: Implement and continue planning for community-wide organics diversion, increase awareness of organics recycling for residents, increase the organics recycling rate, and decrease the amount of food

thrown away in households, in keeping with the statutory 75% recycling goal for metropolitan counties (MN Stat. §115A.551) and the waste management hierarchy.

Task	Activities	Expense Plan/Report
1	Provide direct outreach to residents about food waste prevention opportunities through the following (M-1,L-2): a. Staff a booth or conduct a presentation at a large community gathering (e.g., school assembly, Pollution Prevention Day, Farmer's Market) and/or b. Coordinate a large event (e.g., Food To Good To Waste Challenge) PLAN: We will host two food waste prevention booths at our Farmer's Market and will staff this with a Master Recycler, Dakota County staff, or City staff member depending on availability. If Inver Hills Community College is interested in collaborating again, we will work with them to coordinator with them and Dakota County on another food waste prevention event. REPORT: [report results using form provided by County staff]	\$200
2	Coordinate internally to implement organics diversion in the municipality-owned/operated building as recommended in the 2017 waste sort report (M, L). PLAN: After an agreement has been established with our waste hauler and collection supplies are purchased, we will begin to collect organic waste in City Hall, Police Station, and Public Works Facility. REPORT: [report results]	\$1500 – bins \$400 – bags
3	Identify at least one additional municipality-owned facility with a large amount of organic-waste to be targeted for organics diversion planning and implementation in 2019, in addition to the building identified in Task 2 (M, L). PLAN: Veteran's Memorial Community Center REPORT: [report results]	
4	Encourage organics collection best management practices at large events/festivals within the municipality using Dakota County's Best Management Practices for Events Checklist (S-1 large event, M-3 large events, L-5 large events, R-2 large events). NOTE: Funds may be used to cover costs of organics recycling. PLAN: We will host 4 Food Truck Day events and will require the vendors to dispose of their organic waste in a back of house organic collection bins provided by the City. We will also collect organic waste at our Commission Appreciation Dinner (about 50 people) and will provide the compostable products.	\$100 – bags \$100 – compostable products

	REPORT: [report results]	
5	Collaborate with Dakota County to implement Food Too Good to Waste/Save the Food phase three by providing food waste prevention resources to residents through the following: a. Insert at least one article about food waste prevention into a mailed municipal newsletter to residents (S, M, L, R), and b. Provide direct links from the municipality website to the Dakota County website for food waste prevention (S, M, L, R), and c. If available, use electronic media (e.g., Facebook, Twitter, E-News) to send timely food waste prevention messages to residents (M, L). NOTE: Funds are not intended to be used for stand-alone mailings, printing, or postage; articles are intended to provide content for residential communications that are already being mailed out by the municipality; use County-developed resources for all residential education; submit all outreach materials to County staff before publication, allowing at least three business days for review; and provide funding source credit on all print materials: <i>Partially funded by the Minnesota Pollution Control Agency and Dakota County</i>" PLAN: We will insert at least one article about food waste prevention into our residential newsletter, provide direct links from the municipality website to the Dakota County website for food waste prevention, and will post timely food waste prevention messages on our Facebook account, Twitter account, and website. REPORT: [report results]	\$1,200

[Additional Notes:]

VI. Solid Waste Master Plan Support and Implementation

A. Master Plan/Policy Plan Activities

GOAL: Effective planning and implementation for municipality alignment with Dakota County Solid Waste Master Plan goals and strategies.

Task	Activities	Expense Plan/Report
1	Support County-led efforts to amend County ordinances identified by the new Master Plan, for example to identify municipal involvement and impacts created by a potential County ordinance to require weekly recycling collection. (S, M, L, R).	

	For example: Assist County ordinance amendment planning activities related to Solid Waste Master Plan priorities, upon request, and engage appropriate city staff and/or city council members as needed. REPORT: [report results]	
2	Support other County-led efforts for Master Plan implementation, for example to identify municipal barriers and opportunities for phased approaches to implement the Master Plan (S, M, L, R). For example: Assist County-led efforts to implement Solid Waste Master Plan strategies by providing information, attending meetings, and engaging city staff and city council members as needed to identify municipal barriers and opportunities, and to address other implementation needs through collaboration. REPORT: [report results]	
3	Implement at least one city priority project for landfill abatement that promotes Master Plan objectives (S, M, L, R). For example: This is for your own city project, priority, or need that is not addressed elsewhere, or for which funds are insufficient in line items above. PLAN: At our municipal Clean-Up Day, we will continue to collect batteries, light bulbs, electronics, appliances, scrap metal, tires, furniture, and textile. We will also continue to partner with ProAct to collect plastic bags over the month of November to celebrate America Recycles Days, and holiday lights from mid-November through January. An inventory of recycling currently in buildings or public spaces not previously listed will also be completed to see if bins need to be purchased. REPORT: [report results]	\$9,500 = Additional Clean Up Day recycling \$3,604 – updated recycling bins and collection events

[Additional Notes:]

VII. Budget

Complete the budget and expense form below for the Application and Final Report. Municipality contributions are not required but help to further the aims of the program. Funding from budgets may be carried over to the next year for specific projects, with prior written approval from the County.

Total # hours estimated for municipality to coordinate this program	Full-time equivalent (FTE) for municipality to coordinate this program
976	0.47

Budget Item/Expense*	County Funds Requested/Report Expended	Municipality Funds Contributed Anticipated/Report Expended	Total Program Expense (County + Municipality)
Salary and Benefits (based on total estimated hours)	\$20,000	\$5,000	\$25,000
I. Meeting attendance, training and reporting	\$50		
II. Municipal Facility Recycling	\$18,300		
III. Waste Abatement Activities	\$5,500		
IV. Residential Outreach/Education	\$1,400		
V. Organics Diversion	\$3,500		
VI. Master Plan Support and Implementation	\$13,104		
Total	\$61,854		\$66,854

*Submit vendor invoices and documentation of purchases as part of required reporting. Maximum \$500 per funding year for landfill abatement promotional items (e.g., reusable bags, water bottles, t-shirts), and must be approved by County staff prior to purchase.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Inver Grove Heights CVB 2018 Work Plan and Budget

Meeting Date: November 13, 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.

HOW 'BOUT SOME BEEF HOTDISH WITH THAT?

It's the Minnesota way.



Official party hosts of **SUPERBOWL LI**

CLOSER TO THE ACTION...

Located only five minutes away from the home team's new headquarters and practice facilities, and 20 minutes from the new stadium, Inver Grove Heights is closer than you think!

To request your free visitors guide, and learn more about our hotels, restaurants, attractions and events check out www.visitigh.com.



Inver Grove Heights CVB
(651) 451-2266 or (800) 584-4281
www.visitigh.com



Twin Cities Orthopedics Performance Center

IGH CVB will continue to engage in advertising specifically targeted at potential visitors of the new headquarters and practice facility including: Work with vendors to target potential visitors through digital display, retargeting, search engine optimization and other digital marketing methods highlighting our lodging, restaurants and other attractions promoting Inver Grove Heights' proximity to the new headquarters. Explore additional advertising methods, such as geo-fencing the facility during high profile events to market VisitIGH.com as a resource for local dining, hotels and attraction information. Pursue other advertising options which may become available and are sound investments. In addition to advertising, the CVB director and Board will leverage existing and future relationships and networking opportunities to create pathways to potential partnerships with the Vikings and other organizations based out of Twin Cities Orthopedics Performance Center.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 13, 2017
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Staff requests that Council approve the personnel actions listed below:

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

Admin-IT & Utilities

West, Benjamin – GIS Intern

Parks & Recreation/VMCC

Coyle, Nora, Fitness Worker/Instructor
 Dietrich, Cameron, Skate Guard/Ticket Taker/Guest Services Worker
 Kurr, Dale, Gym Supervisor/Ticket Taker/Guest Services Worker
 Nzara, Munashe, Recreation Instructor
 Oliphant, Bobbie Ann, Fitness Worker/Instructor

Please confirm the Resignation/Termination of Employment of:

Inspections

Tonnancour, Veronica, Assistant to the Chief Building Official

Fire

Skoglund, Nathan, Firefighter

Parks & Recreation/VMCC

Grunwald, Nikki, Lifeguard
 Rebischke, Benjamin, Lifeguard

Golf Course

Willig, Matthew, Golf Course Cashier

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Authorizing City Attorney to Complete Easement Negotiations for City Project No. 2017-24

Meeting Date: November 13, 2017
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAK

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448 |

PURPOSE/ACTION REQUESTED

Public Hearing to consider ordering City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and authorizing City Attorney to complete easement negotiations for City Project No. 2017-24.

SUMMARY

City Project No. 2017-24 was prepared, at Council direction, to consider constructing the 65th Street intersection at Trunk Highway (TH) 3 in 2018. The project is needed to provide a permanent access to the Blackstone Ridge plat and the Woodwind plat. Both are currently served by a temporary access to 70th Street (County State Aid Highway 26). The street would also provide access to property owned by Source Land Capital, LLC, which has presented concept plans to City staff, and properties owned by Ace-in-the-Hole Real Estate, LP.

The total estimated project cost for City Project No. 2017-24 is approximately \$4,416,872. Funding for the project would be provided by Municipal State Aid Funds, NWA Water Fund 511 and NWA Storm Water Fund 448. No special assessments are being considered for City Project No. 2017-24.

A public hearing notice was sent to affected property owners and an information meeting was held on November 1, 2017. Six (6) people attended the information meeting. Landowners appeared supportive of the project, but had specific questions related to easement acquisitions. Offers will be prepared based on appraisal once the Council conducts the public hearing and orders the project. Concern for tree loss was expressed along with the grading limits discussion. Local access during construction was discussed.

Right-of-way will need to be acquired to complete the intersection improvements. The City Council is asked to initiate the eminent domain process to ensure the acquisition of right-of-way and easements is accomplished in the time scheduled. This is important due to the need to coordinate the closure of T.H. 3 with the County's roundabout project at 70th Street in 2018.

I recommend that the resolution ordering City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and authorizing City Attorney to complete right-of-way and easement negotiations for City Project No. 2017-24 be approved.

TJK/kf

Attachments: Resolution
 Map

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

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING THE CITY ATTORNEY TO
COMPLETE NEGOTIATIONS FOR EASEMENTS FOR CITY PROJECT NO. 2017-24 – T.H. 3
INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on October 9, 2017 called for a public hearing on the proposed improvement project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on November 13, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted November 13, 2017.
2. The City Attorney is hereby authorized to complete the easement or right-of-way acquisition by negotiation with the property owners and the Council. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements. The use of eminent domain is hereby authorized.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
4. The Council authorizes the use of Municipal State Aid Funds, NWA Water Fund 511 and NWA Storm Water Fund 448 to finance the project.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of November 2017

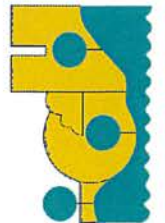
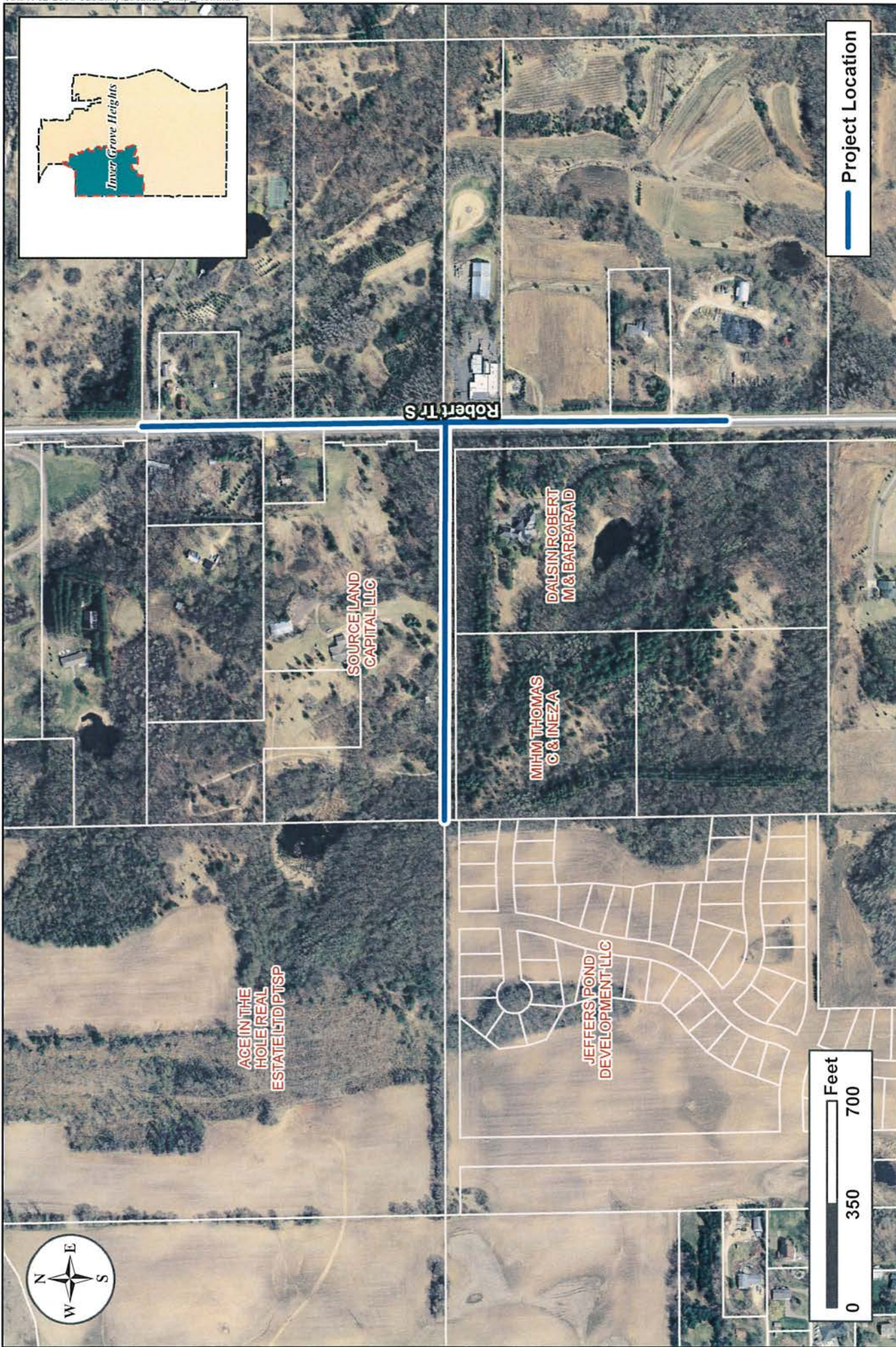
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Inver Grove Heights, MN - 65th Street Improvements

Location Map | Feasibility Study | Figure A1.0

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and Authorizing City Attorney to Complete Easement Negotiations for City Project No. 2017-03

Meeting Date: October 9, 2017
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Water Fund 511, NWA Storm Water Fund 448

PURPOSE/ACTION REQUESTED

Public Hearing to consider ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and authorizing City Attorney to complete easement negotiations for City Project No. 2017-03.

SUMMARY

City Project No. 2017-03 was prepared, at Council direction, to consider constructing trunk watermain improvements in 65th Street between Trunk Highway (TH) 3 and Argenta Trail. The project is needed to provide a 16-inch trunk watermain loop to the Blackstone Ridge plat and a 12" watermain in the Windwood 2nd Addition plat. The trunk watermain will serve all development in the vicinity of 65th Street between T.H. 3 and Argenta Trail.

The total estimated project cost for City Project No. 2017-03 is approximately \$1,652,056. Funding for the project would be provided through the NWA Water Fund 511 and the NWA Storm Water Fund 448. No special assessments are being considered for City Project 2017-03.

A public hearing notice was sent to affected property owners and an information meeting was scheduled on November 1, 2017. Six people attended the information meeting. They were in favor of the watermain looping that would occur with City Project No. 2017-03. Easement and right-of-way negotiations need to be completed with this project. Offers will be prepared based on appraisal once the Council conducts the public hearing and orders the project. Concern for tree loss and grading limits were expressed.

Easements will need to be acquired to complete the extension of the watermain along 65th Street right-of-way near the Dalsin parcel and the Source Land Capital parcel (formerly Murphy site). Permanent and temporary easements and right-of-way are necessary to maintain and construct the new main. The City Council is asked to initiate the eminent domain process to ensure the land acquisitions are accomplished per the project schedule. This is important because the project needs to be coordinated with the closure of T.H. 3 for the County's roundabout project at 70th Street in 2018.

I recommend that the resolution ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and authorizing final plans and specifications, and authorizing City Attorney to complete easement negotiations for City Project No. 2017-03 be approved.

TJK/kf

Attachments: Resolution
 Map

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

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING THE CITY ATTORNEY TO
COMPLETE NEGOTIATIONS FOR EASEMENTS FOR CITY PROJECT NO. 2017-03 – NWA TRUNK
WATERMAIN IMPROVEMENTS 65TH STREET LOOP
(PHASE III OF 2015-12) TO BLACKSTONE RIDGE**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on October 9, 2017 called for a public hearing on the proposed improvement project; and

WHEREAS, the City has undertaken City Project Nos. 2015-10, 2015-13, 2015-16, and 2017-02 to install various segments of a 16" trunk watermain loop in the NWA; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on November 13, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted November 13, 2017.
2. The City Attorney is hereby authorized to complete the easement acquisition by negotiation with the property owners and the Council. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements. The use of eminent domain is hereby authorized.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
4. The Council authorizes the use of NWA Water Fund 511 and NWA Storm Water Fund 448 to finance the project.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of November 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Inver Grove Heights, MN - 65th Street Trunk Watermain Improvements

Watermain | Feasibility Study | Figure A 1.1

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

**PUBLIC HEARING AND CONSIDERATION OF SECOND READING OF AN ORDINANCE
AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8
ADJUSTING DEVELOPMENT FEES FOR 2018**

Meeting Date: November 13, 2017

Item Type: Public Hearing

Contact: Kristi Smith, Finance Director

Prepared by: Kristi Smith, Finance Director

Reviewed by: Scott Thureen, PW Director

Allan Hunting, City Planner

Tom Link, CD Director

Fiscal/FTE Impact:

☒

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

New FTE requested – N/A

☐

Other

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

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

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

The required public hearing will be continued to the third and final reading on December 11, 2017.

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

A copy of the first reading is available on the website and has been posted on social media. A copy has also been provided to River Heights Chamber of Commerce.

Council requested information from surrounding cities. Ehler's provided a memo dated April 28, 2016 which included rates for 11 cities under two scenarios. The first scenario includes rates for a single-family home, assuming 3 single family lots per net developable acre. The second scenario was for an industrial development with 160 SAC units and 6.0 Net Developable Acres. Information was requested from the same 11 cities, however, only Chanhassen, Hastings and Rosemount responded. In addition, Chanhassen provided 2017 rates. Comparable information is on the following page.

Single Family

	Sewer	Water	Subtotal Water and Sewer	Stormwater	TOTAL	Comments
Chanhasen	\$ 2,377	\$ 7,157	\$ 9,534	\$ 2,693	\$ 12,227	2017 rates, Properties may also be assessed for trunk lines
Hastings	\$ 709	\$ 2,306	\$ 3,015	\$ -	\$ 3,015	
Inver Grove Heights (NWA)	\$ 6,897	\$ 4,137	\$ 11,034	\$ 4,623	\$ 15,657	Excludes water treatment fee and water core connection fee
Rosemount	\$ 1,558	\$ 4,466	\$ 6,024	\$ 3,058	\$ 9,082	

Industrial Development

	Sewer	Water	Subtotal Water and Sewer	Stormwater	TOTAL	Comments
Chanhasen	\$ 380,320	\$ 1,145,120	\$ 1,525,440	\$ 125,700	\$1,651,140	2017 Rates
Hastings	\$ 113,400	\$ 369,000	\$ 482,400	\$ -	\$ 482,400	
Inver Grove Heights (NWA)	\$ 906,855	\$ 565,742	\$ 1,472,597	\$ 86,100	\$1,558,697	Excludes water treatment fee and water core connection fee
Rosemount	\$ 198,450	\$ 68,450	\$ 266,900	\$ 54,810	\$ 321,710	

The proposed fee changes are reflected on the attached.

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fees Payable At Time of Plat

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

Water Plat Connection Fee	\$1,260 <u>1,300</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
---------------------------	---

Fees Payable At Time of Building Permit

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

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

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

Fees Payable At Time of Plat

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

Sanitary Sewer Plat Connection Fee	\$1,260 <u>1,300</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
------------------------------------	---

Fees Payable At Time of Building Permit

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

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

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

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

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

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

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

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

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

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

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

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

Fees Payable At Time of Plat (Northwest Area)

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

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

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

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

Fees Paid At Time of Building Permit (Northwest Area)

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

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

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

Fees Payable At Time of Plat (Northwest Area)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 1180, 12-10-2007)

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

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

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CALATLANTIC GROUP– Case No. 17-48PUD

Meeting Date: November 13, 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 approving the Final Plat, Final PUD Development Plan for the plat of Blackstone Vista 3rd Addition.

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

SUMMARY

CalAtlantic has submitted the final plat and final development plan for the development that was known as Blackstone Highlands during preliminary approval. The project will be considered a 3rd phase of Blackstone Vista. Blackstone Vista 3rd Addition consists of 40 single family homes plus 3 outlots.

The City Council approved the preliminary plat and development plans for Blackstone Highlands on January 25th, 2016 with 17 conditions.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering has indicated they are comfortable with the final plans and they have met their conditions of approval. There are a few minor points to update on the plans but they will be approved by the city engineer before any works begins on site.

The development contract and related agreements will be presented to Council sometime late winter.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the two conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on October 17, 2017 and recommended approval (6-0).

Attachments: Resolution approving the Final Plat and Final PUD Development Plans for the plat of Blackstone Vista 3rd Addition.
 Final Plat and Plan Set.
 Planning Commission Recommendation.
 Planning Report.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PUD DEVELOPMENT
PLAN FOR THE PLAT OF BLACKSTONE VISTA 3RD ADDITION**

**CASE NO. 17-48PUD
(CalAtlantic Group)**

WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted to the City for property legally described as;

The West 620.16 feet of the Northwest Quarter of Section 7, township 27, Range 22, excepting therefrom the North 350 feet of the West 471.00 feet thereof, Dakota County, Minnesota.

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on January 5, 2016;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan of Blackstone Vista 3rd Addition, is hereby approved subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat

Final Plat of 3rd Addition

Site Plan

dated 10/6/17

Grading & Erosion Control Plan (2 sheets)

dated 10/6/17

Street Plan (3 sheets)

dated 10/6/17

Sign and Lighting Plan

dated 10/6/17

Sanitary and Watermain Plan (3 sheets)

dated 10/6/17

Storm Sewer Plan (4 sheets)

dated 10/6/17

Open Space Plan

dated 9/15/17

Landscape Plan

dated 8/15/17

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 13th day of November, 2017.

AYES:

NAYS:

George Tourville, Mayor

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: **CALATLANTIC GROUP INC – CASE NO. 17-48PUD**

No public hearing or neighbor notices were required.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is for the final plat and final PUD for the preliminary plat that was known as Blackstone Highlands. The project will be called Blackstone Vista 3rd Addition and consists of 40 single-family homes and three outlots. The final plat was reviewed against the preliminary plat conditions of approval, and it was found to be consistent. The only change was related to the relocation of a portion of the trail alignment. Staff recommends approval of the request.

Commissioner Wippermann asked for clarification regarding the minimum separation between houses.

Mr. Hunting advised there would be a 15-foot minimum separation between houses.

Tracey Rust, CalAtlantic Group, 7599 Anagram Drive, advised she was available to answer any questions.

Motion by Commissioner Robertson, second by Commissioner Lissarrague, to approve the request for a final plat and final PUD development plan for Blackstone Vista 3rd Addition, for the property located at 71st Street, south of 70th Street and east of Blackstone Vista, with the conditions listed in the report.

Motion carried (6/0). This item goes to the City Council on November 13, 2017.

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

REPORT DATE: October 12, 2017

CASE NO: 17-48PUD

APPLICANT: CalAtlantic Group, Inc.

REQUEST: Final Plat and Final PUD Development Approval for Blackstone Vista 3rd Addition (Blackstone Highlands)

MEETING DATE: October 17, 2017

LOCATION: 71st Street, south of 70th Street and east of Blackstone Vista

COMPREHENSIVE PLAN: LDR-NWAPUD

ZONING: R-1C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

CalAtlantic has submitted the final plat and final development plan for the development that was known as Blackstone Highlands during preliminary approval. The project will be considered a 3rd phase of Blackstone Vista. Blackstone Vista 3rd Addition consists of 40 single family homes plus 3 outlots.

The City Council approved the preliminary plat and development plans for Blackstone Highlands on January 25th, 2016 with 17 conditions.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 17 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot layout is the same as the preliminary plat. Outlots A and B are being created for storm water purposes. Outlot C is for future development.

Site Plan. The site plan is consistent with the preliminary plans. The lot configuration and design in the final plat are the same as the preliminary site plan.

Open Space Plan. The open space plan is consistent with the preliminary plan. Council approved flexibility to allow all the open space to be disturbed.

Landscape Plan and Tree Inventory. The submitted final plans provide an additional 14 overstory trees. The location and species are consistent with the preliminary plans.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed comments from engineering and the city's consultants. Overall, there are some minor issues yet to be resolved, but the review is down to final comment. This condition has been satisfied.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over all of Outlots A and B and all needed perimeter easements. This condition has been satisfied.

Condition #4 relating to ownership of natural area/open space. All of the open space is contained within Outlots A and B which will be owned by the City. There will still be conservation easements over the outlots for future reference on maintenance.

Condition #5 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #6 relating to park dedication. Park dedication will consist of a cash payment of \$2,850 per lot. With the 3rd Addition consisting of 40 lots, cash park dedication will equal \$114,000.

Condition #7 relating to plans reviewed by the Fire Marshall. The Fire Marshall did not provide any comments that needed to be addressed in the final plans.

Condition #8 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #9 and #10 relating to payment of plat utility fees. The City Council adopted a resolution with the preliminary plat that addressed any credits still existing with the original three part Blackstone project and payment of fees for Blackstone Highlands. The developer shall pay an amount of \$44,802 to cover the cost of shortages in approved densities. All plat and building permit connection fees are required for the area and 40 units in the plat.

Condition #11 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 12 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #13 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #14 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #15 relating to addressing comments from City Engineer and Consultants. The City Engineer has noted that the final plans address the comments from the consultants and from city comments. This condition has been satisfied.

Condition #16 relating to street lighting. The applicant has provided a street lighting plan which shows lights at street intersections and at end of cul-de-sac. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

Condition #17 relating to trail segment through Outlot C. The preliminary plan showed a trail segment along the north side of Outlot A and Lot 1, Block 1. A condition was included that this segment should continue through Outlot C. After further review and noting amount of grading needed to construct the storm pond in the outlot, there was no room to construct a trail. Staff determined that this segment was duplicative and was only a short distance from the sidewalk that will be constructed on the north side of 71st Street. This segment will be constructed as an eight-foot-wide bituminous trail instead of concrete, to show the continuation of the trail system. The trail will be constructed all the way to the east side of the plat.

ALTERNATIVES

A. Approval. Approval of the Final PUD Development Plans for Blackstone Vista 3rd Addition subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat
Final Plat of 3rd Addition

Site Plan	dated 10/6/17
Grading & Erosion Control Plan (2 sheets)	dated 10/6/17
Street Plan (3 sheets)	dated 10/6/17
Sign and Lighting Plan	dated 10/6/17
Sanitary and Watermain Plan (3 sheets)	dated 10/6/17
Storm Sewer Plan (4 sheets)	dated 10/6/17
Open Space Plan	dated 9/15/17
Landscape Plan	dated 8/15/17

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

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

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Blackstone Vista 3rd Addition subject to the conditions stated above.

ATTACHMENTS:

Site Location Map
Applicant Narrative
Preliminary PUD conditions of approval and site plan
Preliminary Plat
Final Plat 3rd Addition
Site Plan

Grading & Erosion Control Plan
Open Space Plan
Landscape Plan



Location Map

Case No. 17-48PUD





continuing the legacies of Ryland and Standard Pacific

Twin Cities
7599 Anagram Drive
Eden Prairie, MN 55344

952-229-6000 Tel

www.calatlantichomes.com

FINAL PLANNED UNIT DEVELOPMENT AND FINAL PLAT REQUEST SUBMITTAL NARRATIVE

**BLACKSTONE HIGHLANDS
Inver Grove Heights, Minnesota
September 18, 2017**

DEVELOPMENT TEAM

Developer:	CalAtlantic Homes, Tracey Rust
Civil Engineer/Surveyor	Pioneer Engineering, John Molinaro
Owner:	PeterAndrea Investments, LLC, Jim Deanovic

SITE INFORMATION

PID: 20-00700-26-012

RESOLUTION

Preliminary Plat and Preliminary PUD Development Plan Resolution No. 16-10 was approved January 25, 2016.

DEVELOPMENT SUMMARY

The proposed Final Plat and Final PUD are consistent with the approved Preliminary Plat and Preliminary PUD consisting of 40 single family home lots. The proposed development will be a continuation of the existing Blackstone Vista development therefore the Final Plat has been submitted as Blackstone Vista 3rd Addition.

The same floor plans will be offered in this continuation that is currently being offered in Blackstone Vista.

CalAtlantic and the consultants have been working closely with City staff on the stormwater, streets and utility design to ensure design requirements have been met. The development will connect to 71st Street West from Blackstone Vista and extend it to the

east. Both 71st Street West and 73rd Street West will be stubbed for future connection along with necessary public utilities. Stormwater basins are located throughout the development for the necessary stormwater treatment before ultimately outletting to the Regional basin located directly northwest of the site.

Due to the development being a continuation of Blackstone Vista, a separate monument is not proposed for these 40 lots.

TIMING / PHASING

Should the City approve the Final Plat and Final PUD by the end of 2017, it is CalAtlantic's desire to construct the site improvements during 2018 summer and fall months with an anticipated sales start in early 2019. The development will be constructed in a single phase.

CONCLUSION

CalAtlantic Homes respectfully concludes that the request is consistent with the approved Preliminary Plat and PUD and believes this will be a great continuation of the Blackstone Vista development.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-10

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 40 SINGLE FAMILY LOTS AND THREE (3)
OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS BLACKSTONE
HIGHLANDS

CASE NO. 15-38PUD

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

The West 620.15 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in Section 7, Township 27, Range 22, EXCEPT the West 471 feet of the North 350 feet thereof, Dakota County, Minnesota

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on January 5th, 2016;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Blackstone Highlands is hereby approved subject to the following conditions:

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

Preliminary Plat	12/28/15
Preliminary Site Plan/Open Space Plan	12/28/15
Sign and Lighting Plan	6/22/15
Preliminary Street Plan (4 sheets)	6/22/15
Preliminary Sanitary and Watermain Plan (9 sheets)	6/22/15
Preliminary Grading Plan	6/22/15
Preliminary Erosion Control Plan	6/22/15
Preliminary Tree Survey	12/28/15

Preliminary Landscape Plan

12/29/15

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.
5. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
9. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
10. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
11. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

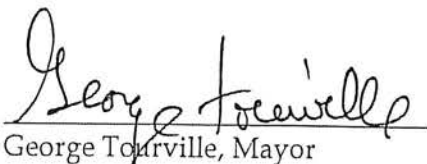
Location of Conservation Easement and Open Space	City Council
---	--------------

12. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
13. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
14. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
15. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the City Engineer memo dated 12-15-15, Barr Engineering memo dated 12-16-15 and Kimley-Horn memo dated 12-14-15.
16. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
17. A trail segment shall be required through Outlot C to provide a continuation of the trail link to the regional trail in Blackstone Vista.

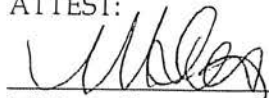
Passed this 25th day of January, 2016.

AYES: 5

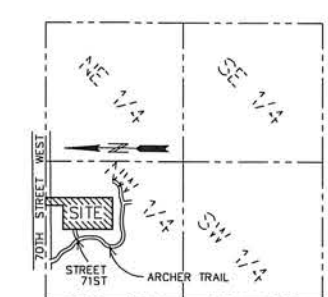
NAYS: 0


George Tourville, Mayor

ATTEST:

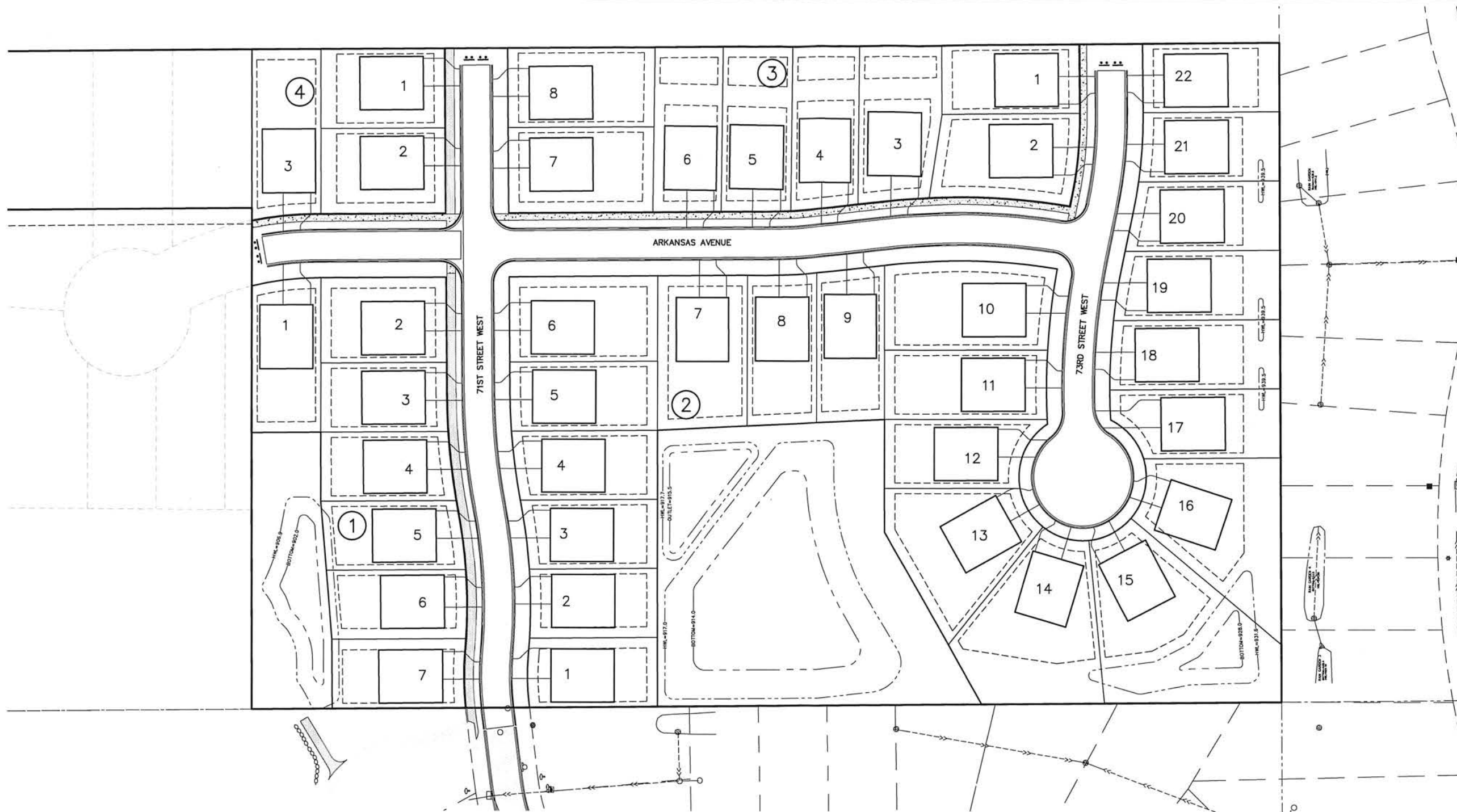

Michelle Tesser, City Clerk

BLACKSTONE / VISITA



SECTION 7, TWP. 27,
RGE. 22
LOCATION MAP
NO SCALE

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS



SITE STANDARDS
 DATE: 10-4-17
 65' WIDE SINGLE FAMILY (FLEXIBLE W/PUD)
 MIN. FRONT YARD SETBACK: 20'
 MIN. SIDE YARD SETBACK: 10', 5'
 MIN. SIDE YARD SETBACK-CORNER LOT: 20'
 MIN. REAR YARD SETBACK: 30'

HARDCOVER CALCULATION		
DATE: 10-5-17		
NET AREA: 13.8285 ACRES		
LOT NUMBER: 40		
MAXIMUM ALLOWABLE HARDCOVER (33.84%): 4.68 ACRES		
(* PER STORMWATER DESIGN & PUD AGREEMENT)		
HARDCOVER BREAKDOWN		
AREA:	FT ²	ACRES:
STREET	61,845	1.4151
TRAIL	4,549	0.1044
SIDEWALK	5,526	0.1269
TOTAL REMAINING:	132,842	3.0496
REMAINING PER LOT:	3,304	0.0759

PIONEEREngineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Name: John M. Molinaro
 Reg. No.: 55831
 Date: 9-15-2017

Revisions:
 1. 10-6-17 City Comments

Date: 9-15-17
 Designed: JMM
 Drawn: SIN

SITE PLAN

CALATLANTIC HOMES
 7599 ANAGRAM DRIVE
 EDEN PRAIRIE MN 55344

BLACKSTONE VISTA 3RD ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

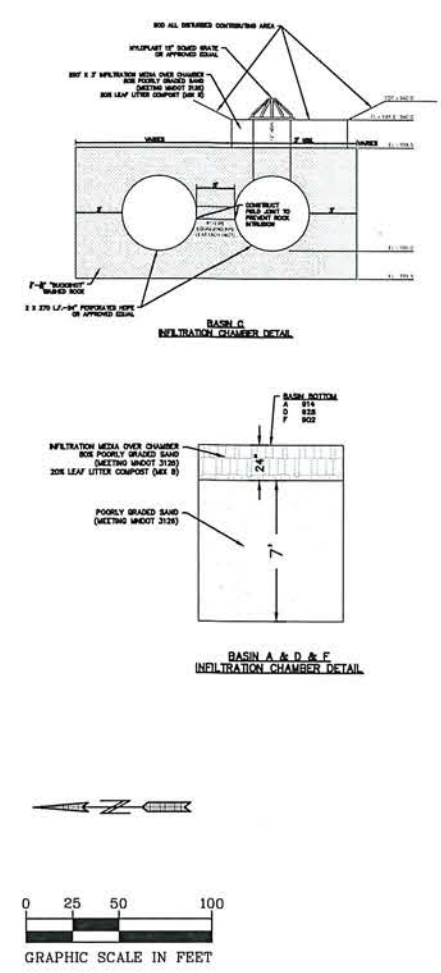
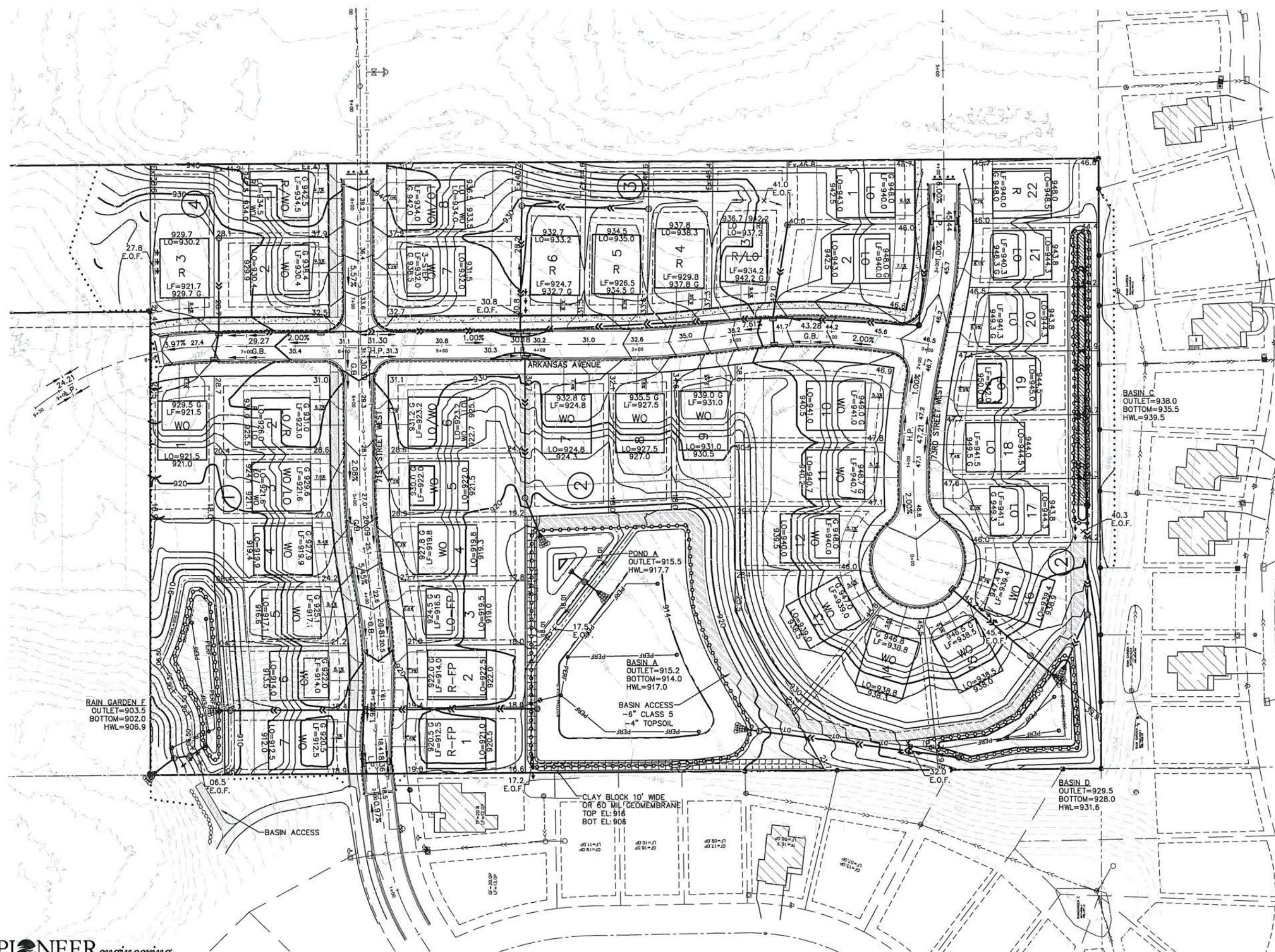


Know what's below.
 Call before you dig.

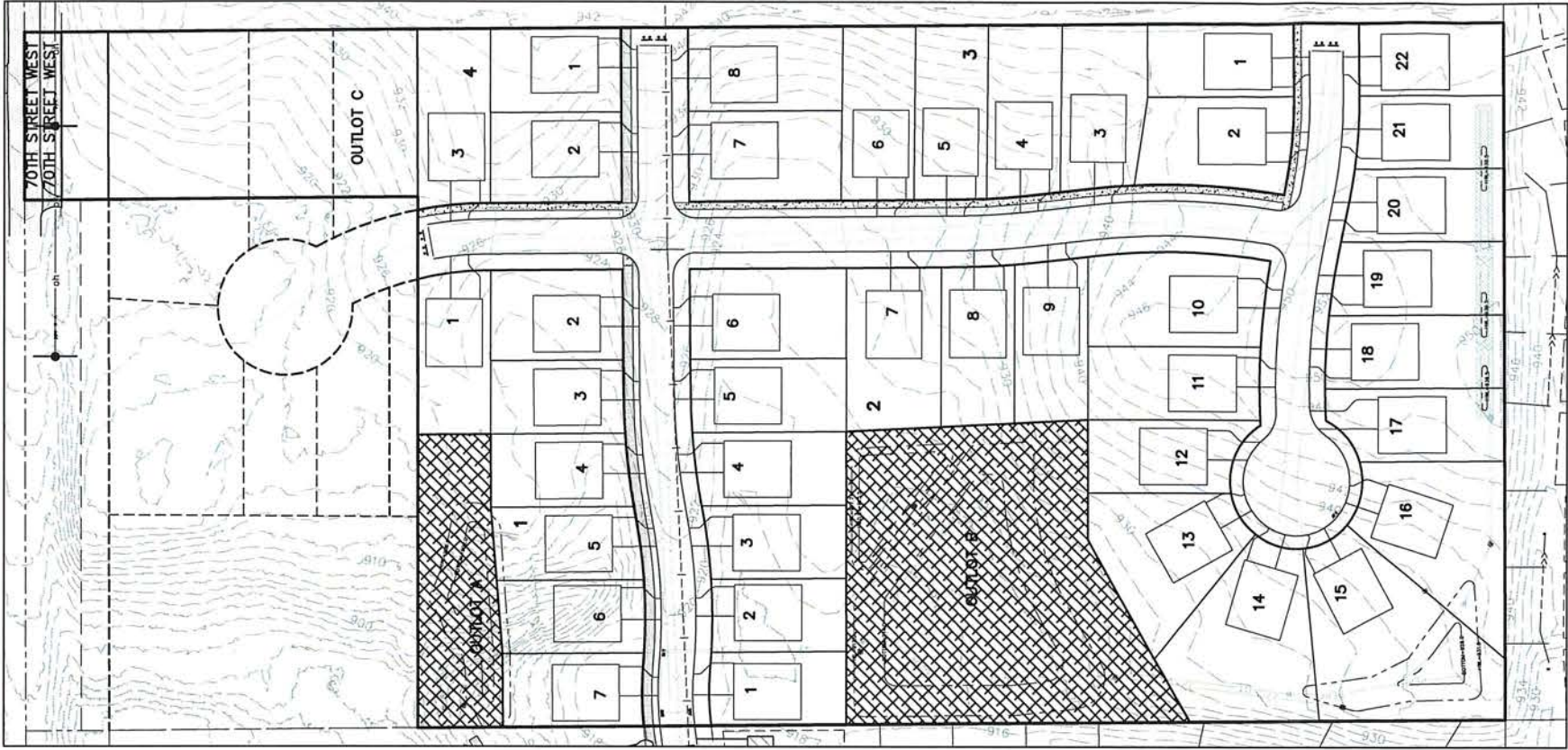
BENCH MARK
 TNH SOUTH OF ARKANSAS AVE,
 APPROX. 450 FT EAST OF 71ST ST W
 ELEV=958.60

01-ENG-116187-SITE-SHEET-SITE

1 OF 1



GROSS OPEN SPACE



OPEN SPACE DATA:

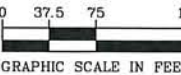
GROSS DEVELOPMENT AREA: 15.02 ACRES
-OUTLOT C: 0.94 ACRES
-70TH STREET W ROW: 0.26 ACRES
NET DEVELOPMENT AREA: 13.83 ACRES

OPEN SPACE REQUIREMENT:
GROSS OPEN SPACE: 20% X 13.83 = 2.76 ACRES
CONTIGUOUS OPEN SPACE (MIN. 100' WIDE): 75% X 2.76 = 2.07 ACRES
UNDISTURBED OPEN SPACE: 50% X 2.76 = 1.38 ACRES

PROPOSED OPEN SPACE:
GROSS OPEN SPACE: 1.90 ACRES
CONTIGUOUS OPEN SPACE: 1.48 ACRES
UNDISTURBED OPEN SPACE: 0.0 ACRES

NOTE:
IT IS ANTICIPATED THAT OUTLOT C WILL BE COMBINED WITH THE WOODED WESTERN PORTION OF THE HUYSENTRUIT PROPERTY TO BECOME CONTINUOUS OPEN SPACE.

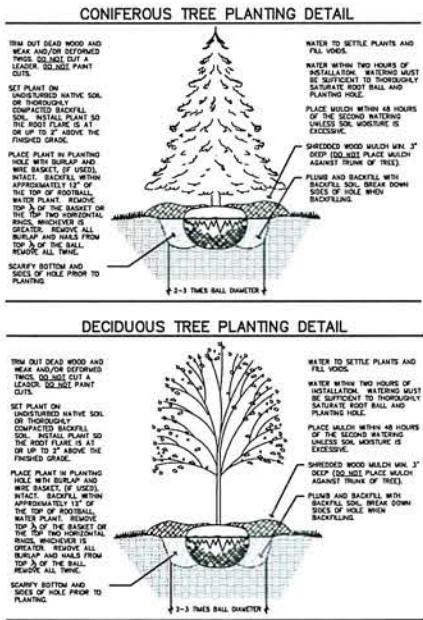
CONTIGUOUS OPEN SPACE





PLANTING SCHEDULE				
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	2.5" B&B	11	
	HACKBERRY/CELTIS OCCIDENTALIS	2.5" B&B	10	
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	2.5" B&B	9	
	RED OAK/QUERCUS RUBRA	2.5" B&B	9	
	THORNLESS HONEYLOCUST/GLEDITSIA TRACANTHOS VAR INEMIS	2.5" B&B	10	
	RIVER BIRCH/BETULA NIGRA (CLUMP)	6' B&B	20	COUNT AS A 2.5" TREE
	SWAMP WHITE OAK/QUERCUS BICOLOR	2.5" B&B	13	
	QUAKING ASPEN/POPULUS TREMULOIDES	2.5" B&B	26	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	10' B&B	17	COUNT AS A 4.5" TREE
	AUSTRIAN PINE/PINUS NIGRA	10' B&B	15	COUNT AS A 4.5" TREE
			140 TREES	

MITIGATION REQUIREMENT
TOTAL INCHES TO BE MITIGATED = 413"
PROPOSED MITIGATION = 414"



- LANDSCAPE NOTES
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH CONFER STATE ONE CALL 1-800-333-1188 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - GRADING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE MAGNATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERMEN-AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
 - DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 80 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
 - COMMERCIAL GRADE POLY LAM EDDING SHALL BE INSTALLED WHERE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
 - THE LANDSCAPE CONTRACTOR SHALL KEEP PLANTMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
 - STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

LENNAR CORPORATION – Case No. 17-50VAC

Meeting Date: November 13, 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 Vacation of drainage and utility easements within the old plat of Windwood Addition

- Requires 3/5th's vote.
- 60-day Deadline: November 27, 2017 (first 60-days)

Lennar Corporation recently replatted the old plat of Windwood Addition into Windwood 2nd Addition containing 40 single family lots. The Windwood Addition plat contains perimeter drainage and utility easements around the original three lots. Two of the lots were replatted and the vacation of the existing easements was not done with the replat. The applicant wishes to vacate these old easements since they are not needed.

ANALYSIS

All necessary perimeter easements were rededicated with the Windwood 2nd Addition plat. Staff sees no issues with the request.

RECOMMENDATION

Planning Division: Planning and Engineering recommends approval of the request as proposed.

Planning Commission: Recommends approval of the vacation of easements (8-0).

Attachment:

Vacation Resolution
Planning Report

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

RESOLUTION NO. 17-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
PERIMETER DRAINAGE AND UTILITY EASEMENTS WITHIN THE PLAT OF
WINDWOOD ADDITION BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7 AND SECTION 412.851**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

All drainage and utility easements lying over, under and across Lots 2 and 3, Block 1, WINDWOOD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said WINDWOOD ADDITION

WHEREAS, a public hearing on the vacation of the Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Easement was held by the Planning Commission of Inver Grove Heights on November 7, 2017, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the land described in the Easement is no longer needed for the use and purpose recited in the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said Easement would be in the public interest.

WHEREAS, at least four-fifths majority vote of the City Council is in favor of this resolution.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

All drainage and utility easements lying over, under and across Lots 2 and 3, Block 1, WINDWOOD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said WINDWOOD ADDITION

2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 7th day of November, 2017.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

REPORT DATE: October 31, 2017

CASE NO: 17-50VAC

HEARING DATE: November 7, 2017

APPLICANT/PROPERTY OWNER: Lennar Homes (US Home Corporation)

REQUEST: A Vacation of public drainage and utility easements

LOCATION: West of Hwy 3 at future 65th Street (plat of Windwood Addition)

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C/PUD, Single Family Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Earlier this year, Mr. Mihm and Lennar Homes replatted the existing plat of Windwood Addition into Windwood 2nd Addition. The old plat consisted of two 10 acre parcels. The plat contained standard five foot perimeter drainage and utility easements. Windwood 2nd Addition contains 40 lot with perimeter easements dedicated for each lot.

When Windwood 2nd Addition was created, the old lot lines in Windwood were erased. Public easements on a plat are not automatically erased when land is resubdivided. The old perimeter easements in Windwood need to be vacated by the City as they run through lots in the new plat.

The applicant has provided a map and legal descriptions of the easements that need to be vacated. Engineering and Planning agree that the easements need to be vacated as they no longer serve a purpose.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of a **Vacation** of all existing perimeter drainage and utility easements with the old plat of Windwood Addition.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

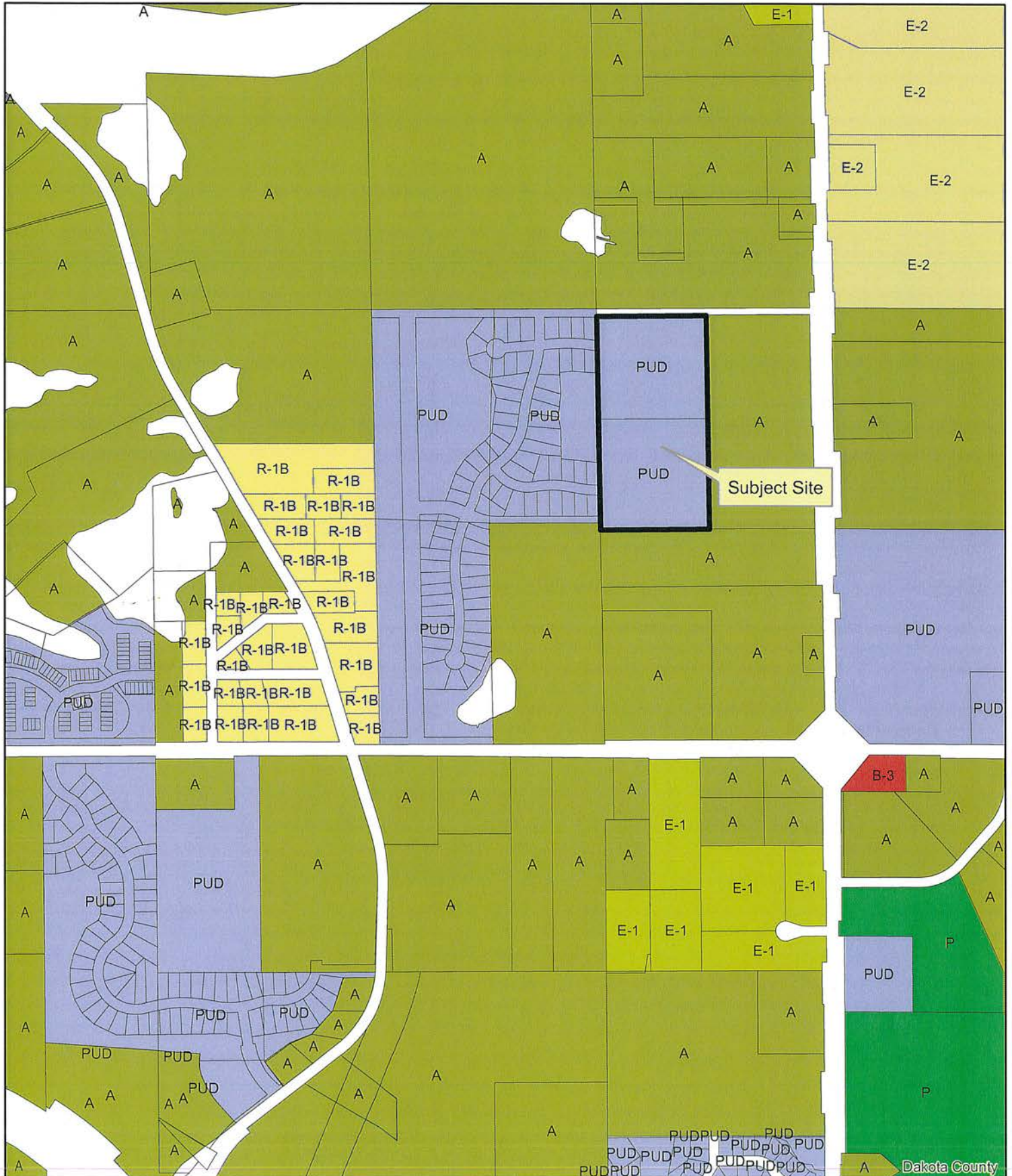
Planning and Engineering recommend approval of the vacation of the drainage and utility easements.

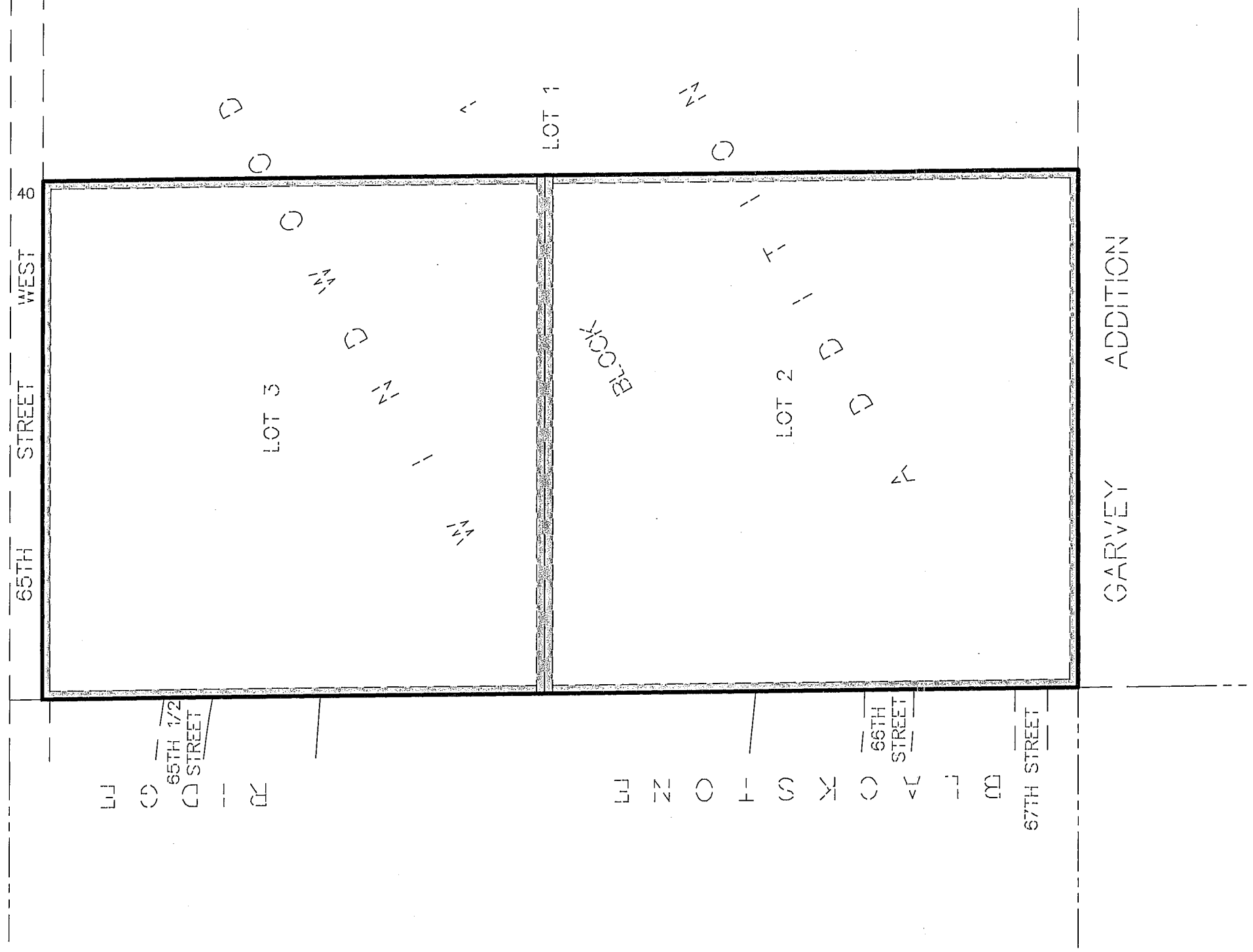
Attachments: Location map
Map of Windwood Addition and old easements
Map of Windwood 2nd Addition



Location Map

Case No. 17-50VAC





Denotes easements to be vacated

PROPOSED DESCRIPTION TO VACATE DRAINAGE AND UTILITY EASEMENTS

All drainage and utility easements lying over, under and across Lots 2 and 3, Block 1, WINDWOOD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said WINDWOOD ADDITION.

Lennar Corp

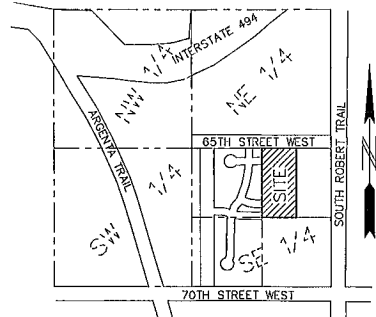
WINDWOOD 2ND ADDITION



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, WINDWOOD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°58'41" WEST.

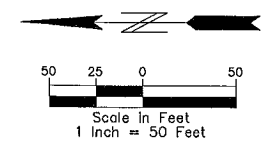
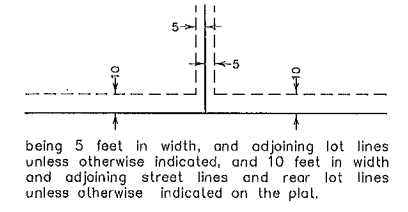
NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 1/4 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 1/4 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



SECTION 6, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Update for Dakota County Project 26-54 (City Project No. 2015-08 – Reconstruction of 70th Street from Eagan Border to Trunk Highway 3)

Meeting Date: November 13, 2017
 Item Type: Regular
 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

Update for Dakota County Project 26-54 (City Project No. 2015-08 – Reconstruction of 70th Street from Eagan Border to Trunk Highway 3).

SUMMARY

On August 28, 2017, the City Council approved a joint powers agreement with Dakota County and the City of Eagan for a feasibility study and preliminary engineering for the subject project.

An open house was held on Monday, November 6, 2017 at the VMCC to introduce the project. Staff from Dakota County and Kimley-Horn and Associates, the consulting engineers for the project, will present a project overview and a summary of input received at the open house.

SDT/kf

Attachments: Presentation Boards from November 6, 2017 Open House
 Project Newsletter
 Preliminary Project Layout

WELCOME

to the
County Road 26 Improvement Project
Open House!

November 6, 2017
4:30 P.M. – 6:00 P.M.

County Road 26 IMPROVEMENT PROJECT →



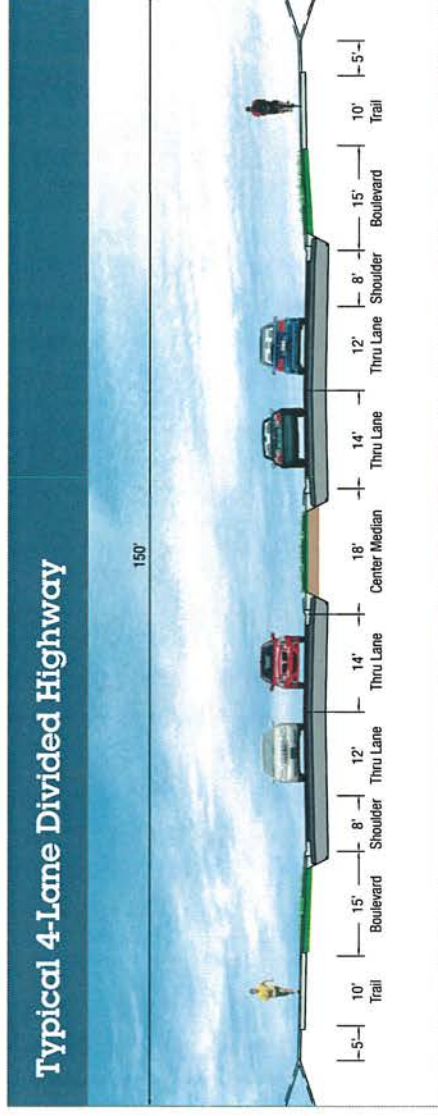
WHAT IS THE PROJECT?

County Road (CR) 26 Improvement Project

Dakota County and the Cities of Inver Grove Heights and Eagan are proposing to improve CR 26 from Trunk Highway (TH) 55 to TH 3 (Robert Trail) to support existing and future traffic demands.

Project includes:

- ➔ Expansion to a four-lane divided highway
- ➔ Recommendations for CR 26 and CR 63 intersection improvements
- ➔ Improvement along the project corridor



County Road 26 IMPROVEMENT PROJECT ➔



INTERSECTION TRAFFIC CONTROL APPLICATIONS AND DRAWBACKS

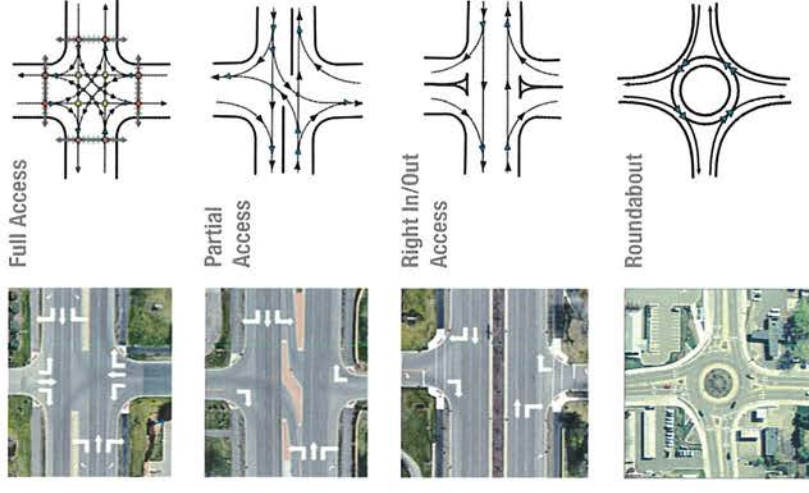
Reduced Conflict Intersections

Used for:

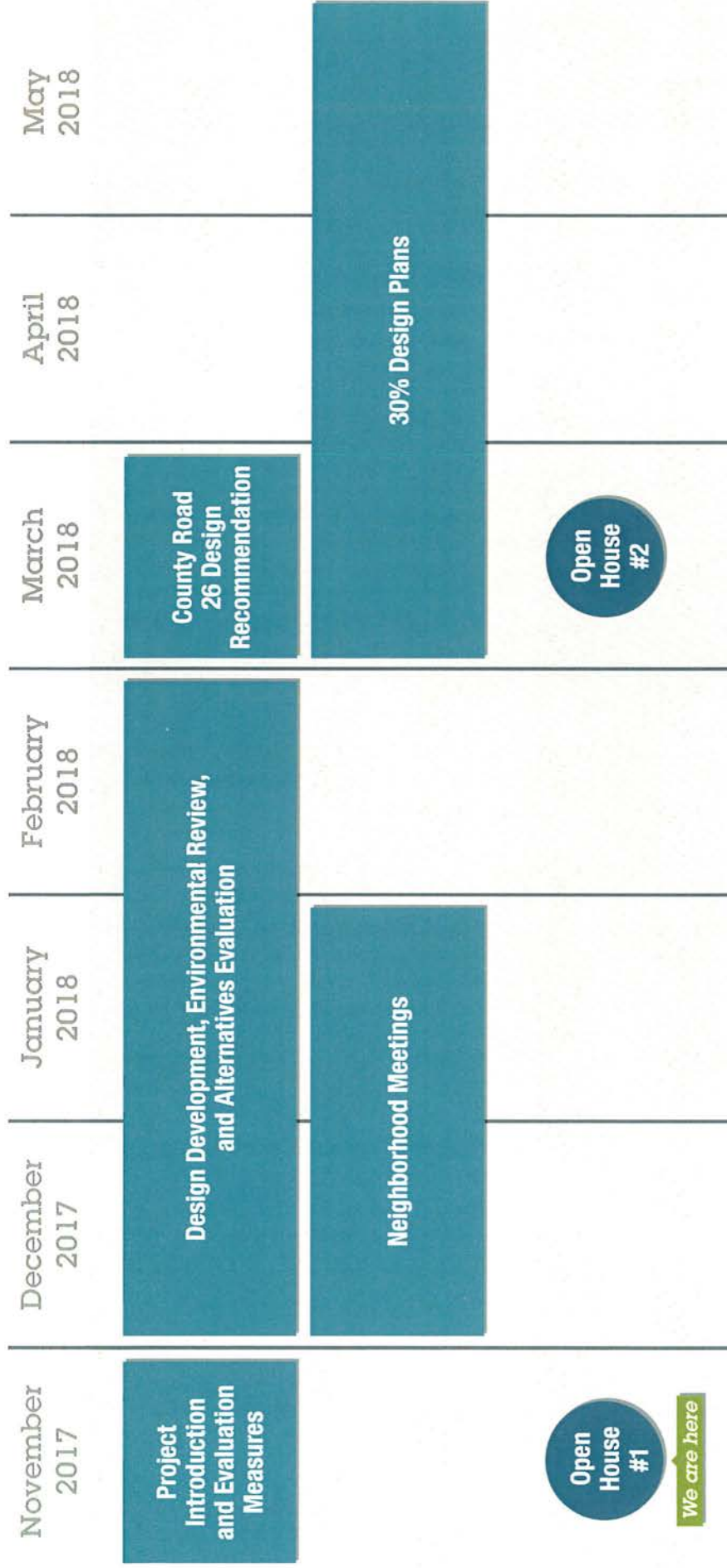
- ➔ Reducing vehicle conflict points
- ➔ Heavy mainline volume
- ➔ Access management
- ➔ Increased safety

Drawbacks

- ➔ Indirect route to destination
- ➔ May increase time – often overall trip is not increased



PROJECT SCHEDULE



County Road 26 IMPROVEMENT PROJECT →



COUNTY ROAD 63 REALIGNMENT STUDY (2014)

Dakota County and City of Inver Grove Heights completed the County Road 63 Realignment Study during fall 2014 to early 2015.

- ➔ The study recommended an alignment for CR 63 from south of Trunk Highway 55 to I-494
- ➔ Preferred alignment was developed through public outreach
- ➔ Recommendation was adopted by Dakota County and Inver Grove Heights



County Road 26 IMPROVEMENT PROJECT ➔

COUNTY ROAD 26 & COUNTY ROAD 63 CONSIDERATIONS

Project Goals	Considerations
Safety/Operations	 Reduce/remove skew from the intersection
	 Provide full access at CSAH 63 intersection
	 Improve access spacing
	 Accommodate all modes of transportation
	 Ensure acceptable level of service at intersections
Project Cost	 Total project cost includes: → Construction cost → Right-of-way (ROW) cost → Utility relocation costs → Stormwater treatment costs
	 Minimize right-of-way impacts
Stormwater Treatment	 Stormwater treatment capacity meets northwest area (NWA) requirements
	 Minimize temporary impacts at the intersection and corridor
Cost Effectiveness	 Reduces need to rebuild road elements in the future
	 Minimize disruptions

INTERSECTION TRAFFIC CONTROL

All-way stops are used for:

- Moderate traffic volumes
- Balanced traffic
- Speed limits of 40 mph or less

Drawbacks:

- Inefficient and cause delay
- Multiple lanes can increase crash risk
- Increased crash risk when disregarded
- Constant stopping/acceleration is noisy



Traffic signals are used for:

- Consistently high volume of traffic
- Collector or arterial corridor intersections

Drawbacks:

- Introduces additional decision making
- Increased crash risk when disregarded
- Increased risk of fatal or serious injury crashes
- Creates delay, particularly for higher volume movements



Roundabouts are used for:

- Moderate to high traffic volumes
- Improving traffic flow

Drawbacks

- May have higher construction cost and right-of-way needs
- Potential for more property damage crashes
- Not suitable for six-lane or principal arterial roadways



TRAFFIC SIGNALS

Traffic signals are effective because they:

- Manage high volumes of traffic conflicts
- Provide crossing opportunities
- Can improve intersection efficiency
- Can reduce right-angle crashes



New signals are added with caution because:

- Crashes often increase, especially rear-end crashes
- Crashes at signals are typically more severe
- They typically result in higher delays throughout the day

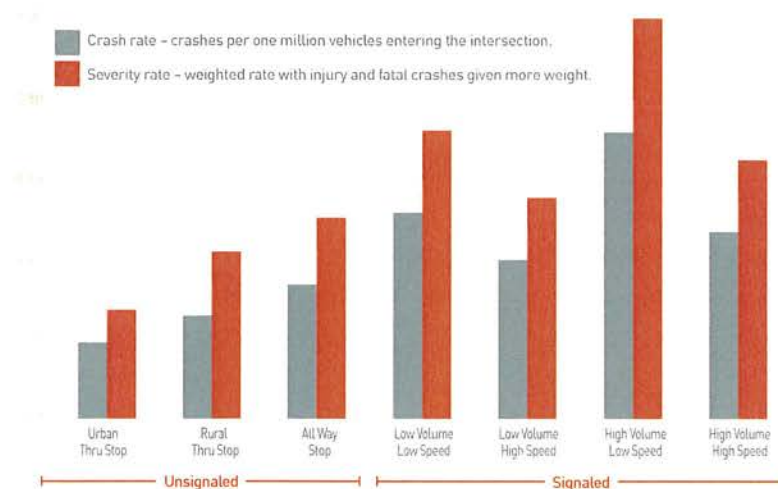


The decision to install signals is based on:

- Traffic volumes
- Vehicle delays
- Anticipated crash rate
- Crash history

In Dakota County:

- Approximately 10% of intersections are signalized
- 47% of fatal and serious injury crashes occur at signalized intersections



SPEED LIMITS

Speed limits are important because they:

- Make roads safer by reducing variability in vehicle speeds
- Help unfamiliar drivers know the appropriate speed
- Help law enforcement curb dangerous behavior

Speed limits are established through Minnesota Statute 169.14. The statute:

- Defines speeds for certain roadway types
- Establishes a process for the State to determine speeds

Speed studies examine:

- Actual speeds of vehicles using the roadway
- Roadway type, condition and length
- Location of intersections and driveways
- Traffic volume and crash history
- Sight distance limitations caused by curves or hills

After a speed study is conducted, a speed limit is set by the State. Posted limits reflect speeds for ideal road and weather conditions.

Speed limit facts:

- Lowering the posted speed limit will not slow traffic
- Most people drive what is comfortable and safe to them regardless of posted speeds
- Lowering a posted speed limit does not reduce crashes
- Improperly set speed limits decrease safety



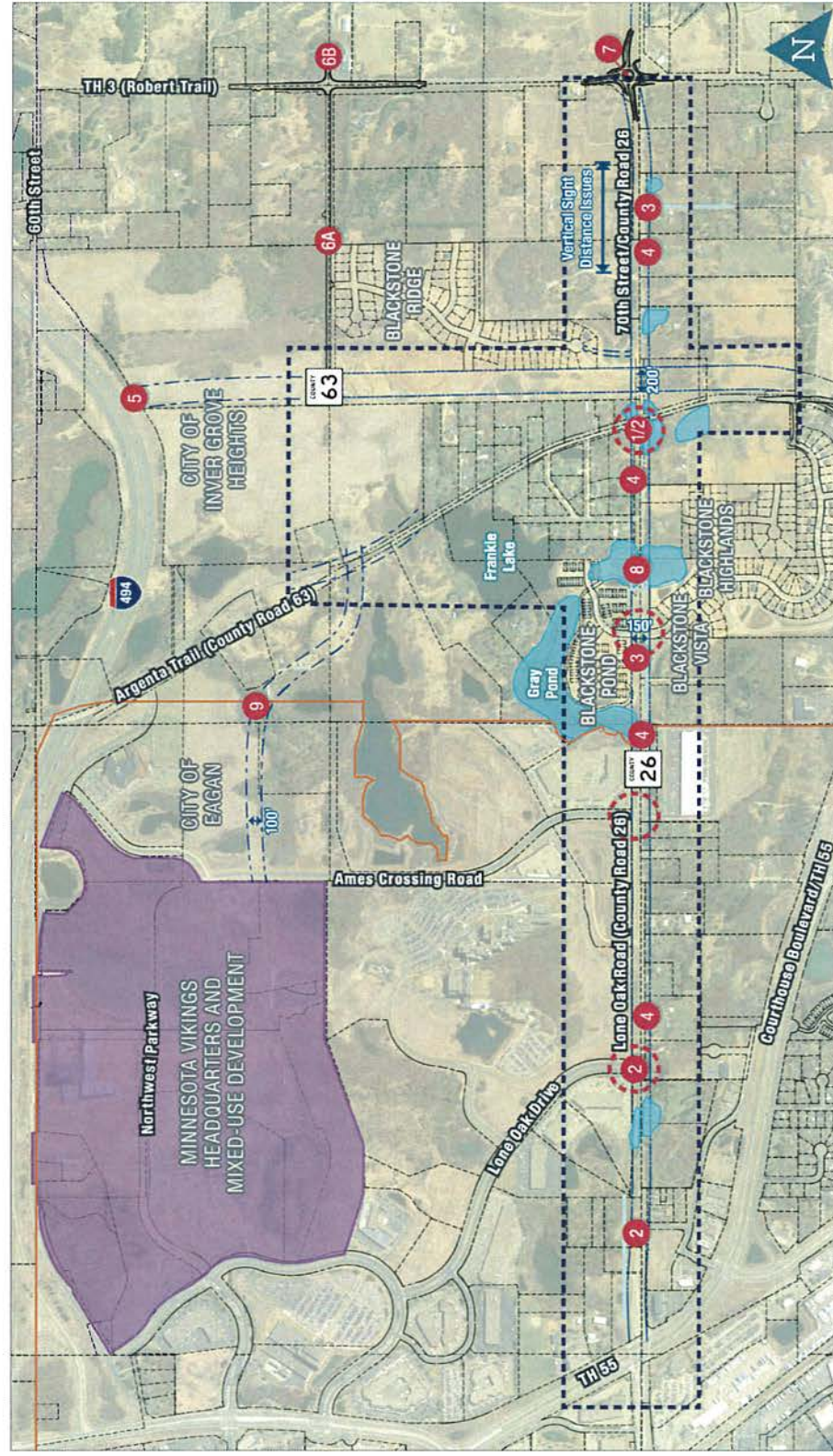
REASONS FOR PROJECT

- ➔ Increase in residential and commercial development
- ➔ Safety and operational issues for existing and future conditions
- ➔ CR 26 does not meet design standards
 - + Steep slopes, lack of shoulders, trails, and turn lanes
- ➔ The expansion of CR 26 will:
 - + Improve safety and mobility
 - + Accommodate existing and future development plans
 - + Support regional transportation needs within this growing area

County Road 26 IMPROVEMENT PROJECT ➔



AREA ISSUES MAP

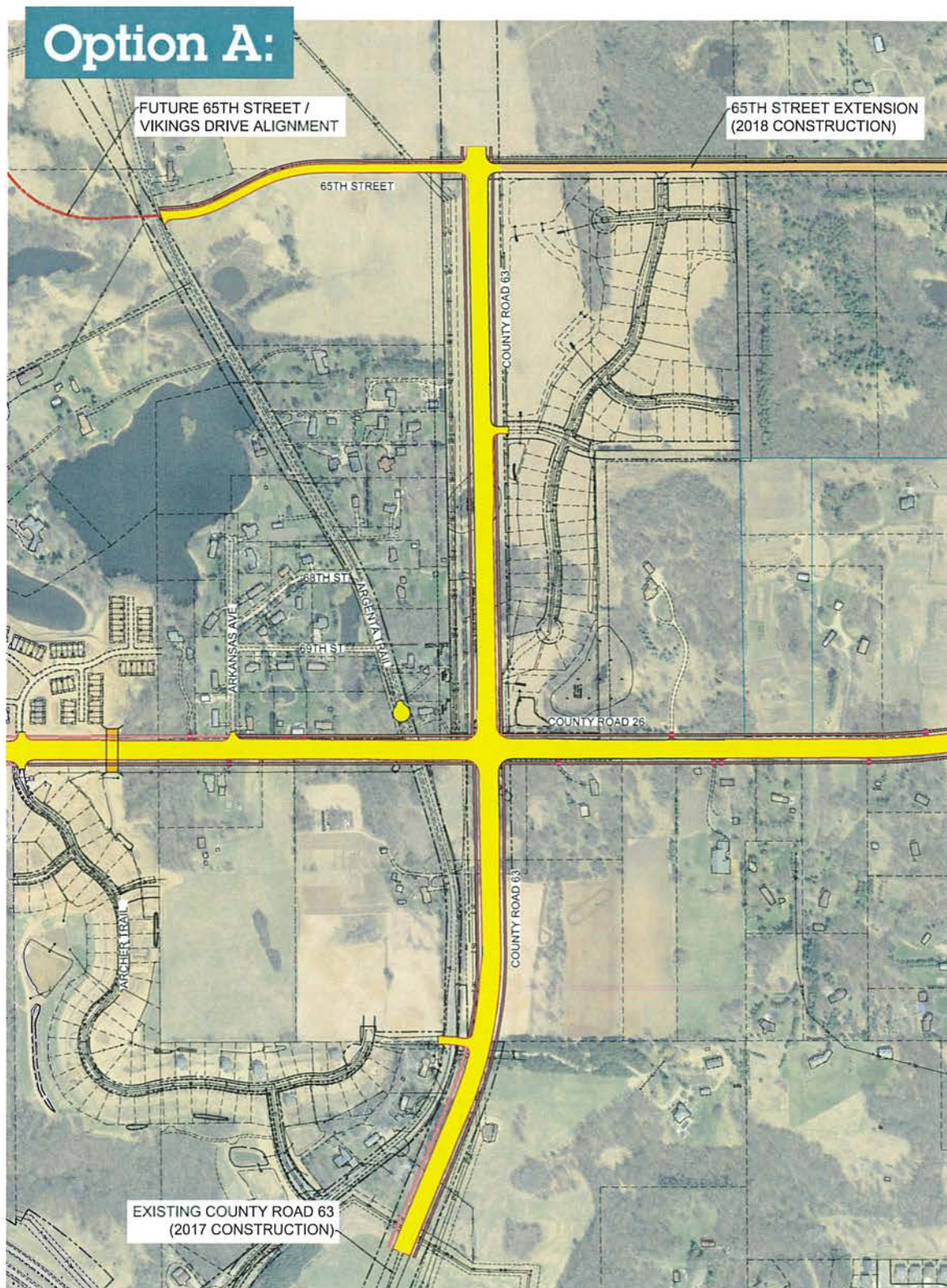


- Legend**
- Project study area
 - Regional basin/wetland evaluations
 - Intersection evaluations
 - City Boundary
- Issues and Opportunities**
- 1 Significant intersection delay in peak hours
 - 2 Lack of dedicated turn lanes
 - 3 Difficult to see traffic due to vertical curves
 - 4 Lack of shoulders
 - 5 Future I-494/CSAH 63 interchange
 - 6A 65th Street improvements (2018 construction)
 - 6B TH 3 Improvements (2018 construction)
 - 7 TH 3/CSAH 26 roundabout (2018 construction)
 - 8 Future greenway grade separated crossing
 - 9 Future 65th Street/Vikings Drive

County Road 26 IMPROVEMENT PROJECT ➔



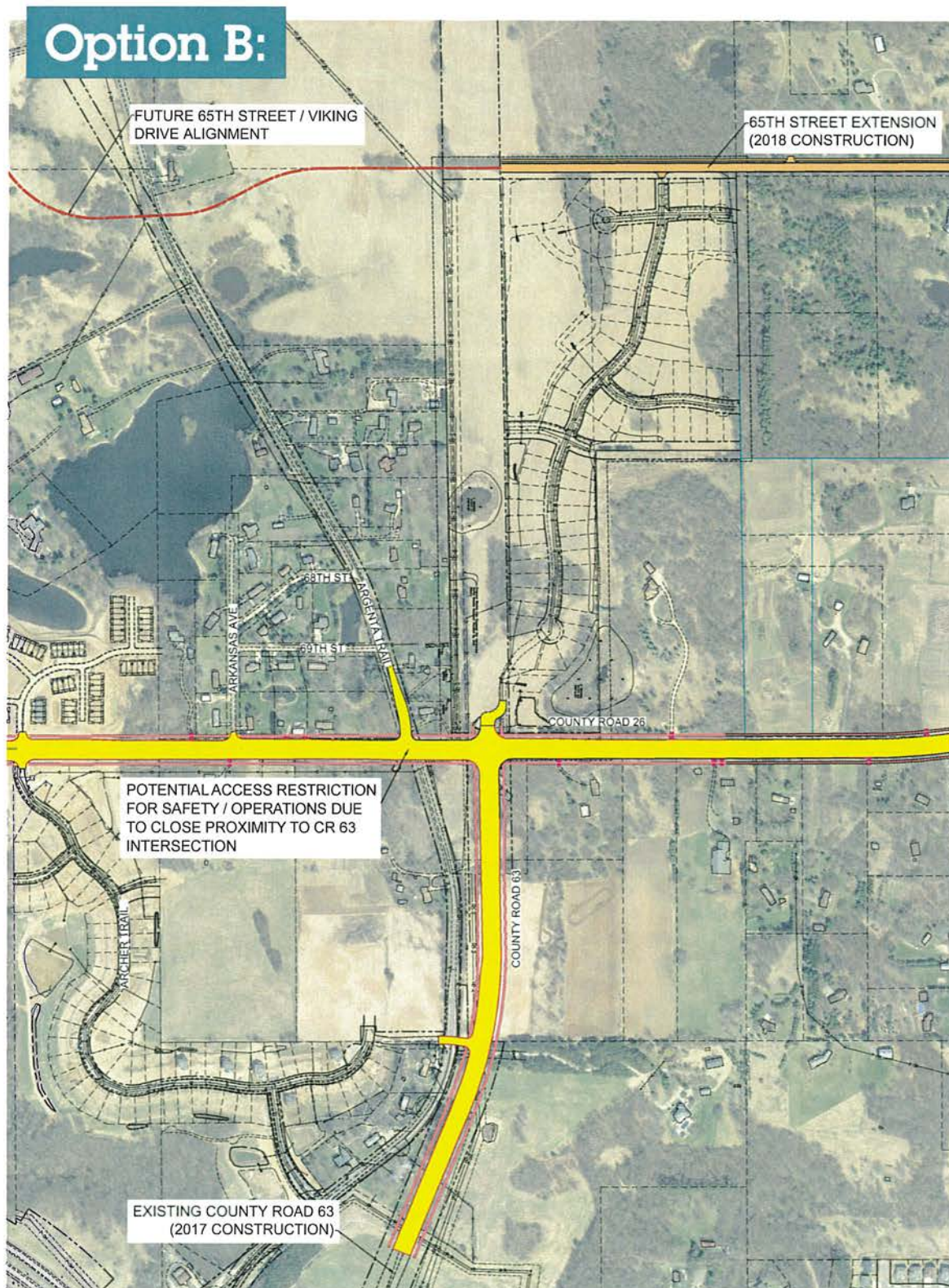
COUNTY ROAD 26 & COUNTY ROAD 63 INTERSECTION CONCEPTS



County Road 26 IMPROVEMENT PROJECT ➡



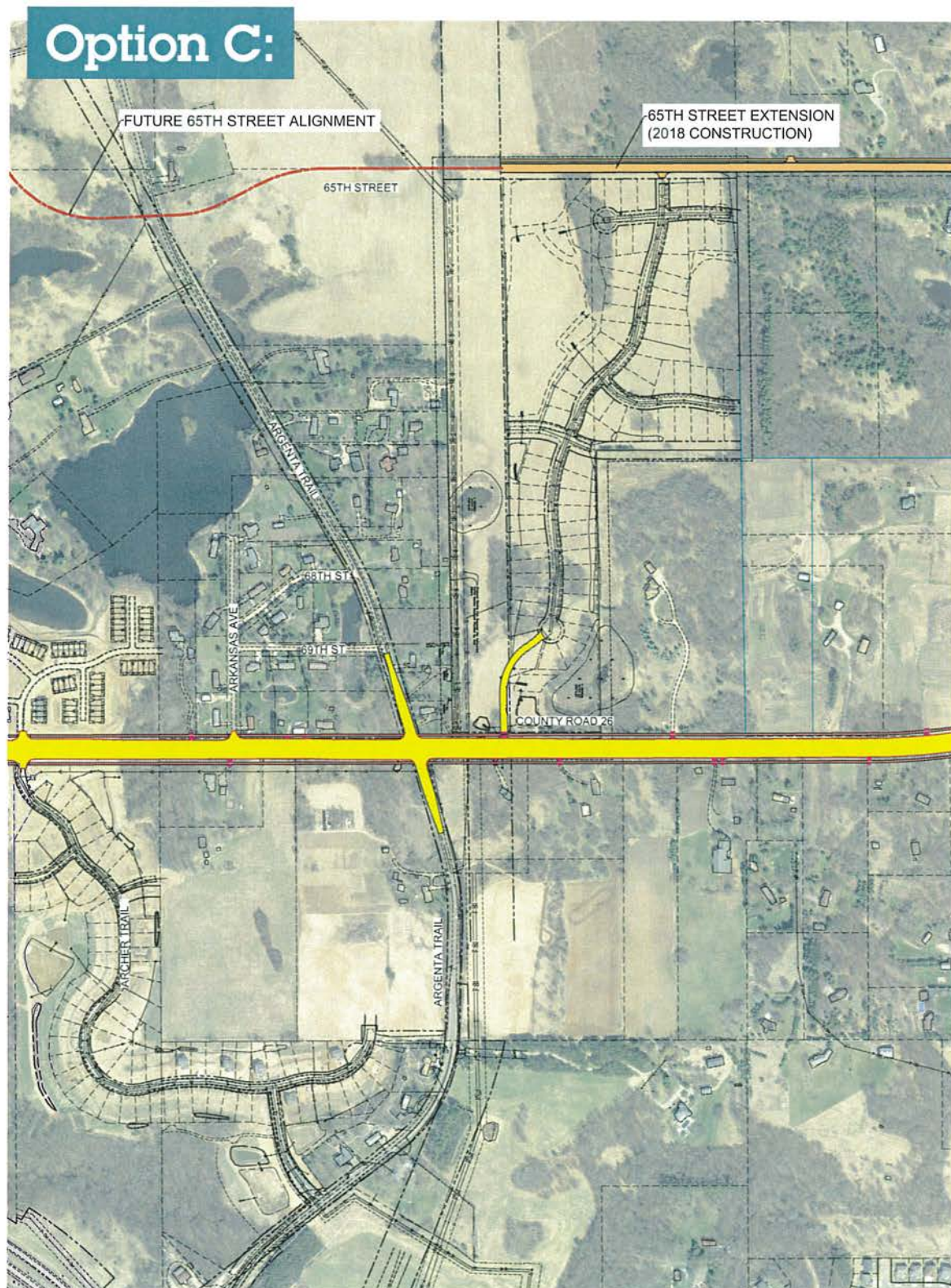
COUNTY ROAD 26 & COUNTY ROAD 63 INTERSECTION CONCEPTS



County Road 26 IMPROVEMENT PROJECT ➡



COUNTY ROAD 26 & COUNTY ROAD 63 INTERSECTION CONCEPTS

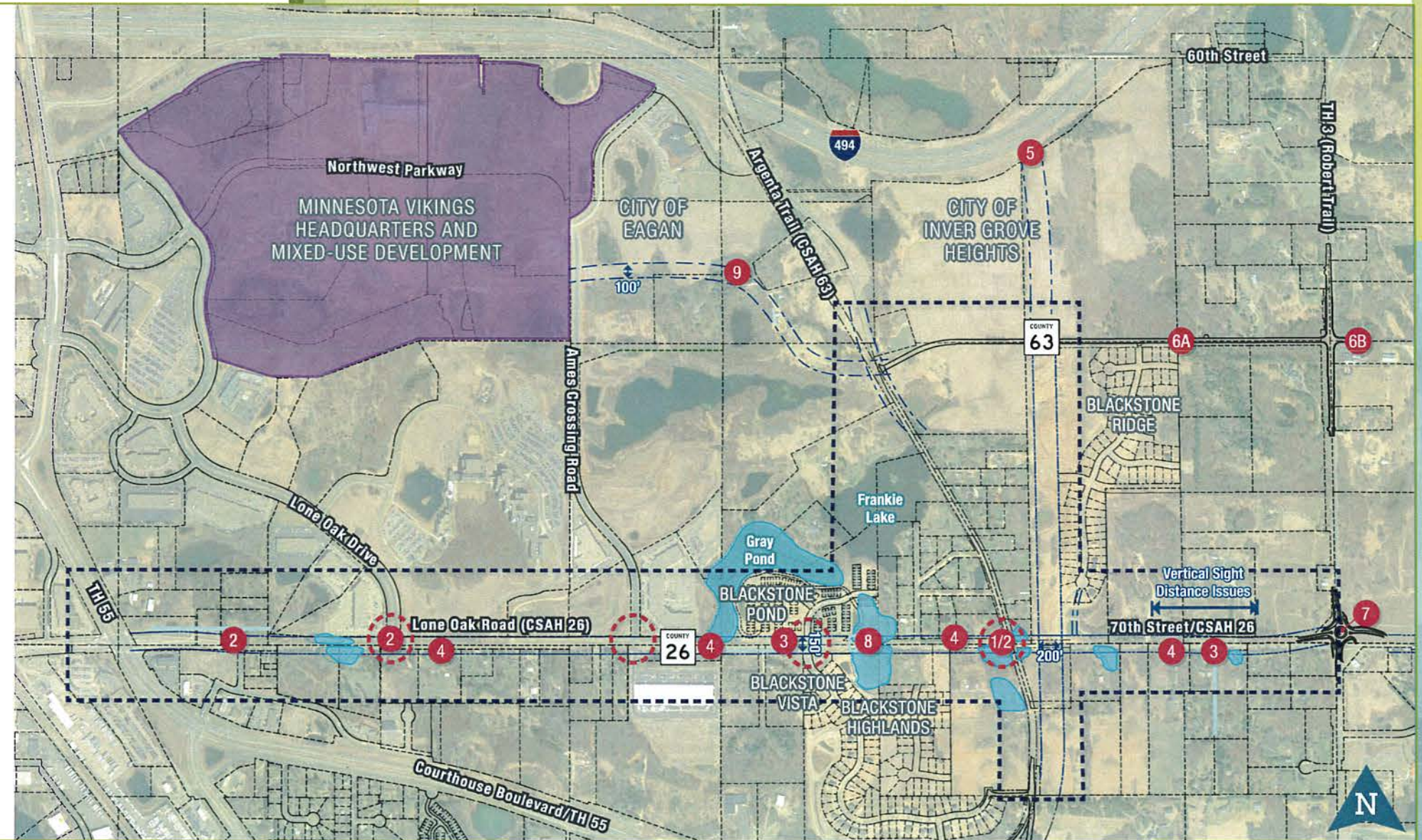


Legend

- Project Study Area
- Regional basin/wetland evaluations
- Intersection evaluations

Issues and Opportunities

- 1 Significant intersection delay in peak hours
- 2 Lack of dedicated turn lanes
- 3 Difficult to see traffic due to vertical curves
- 4 Lack of shoulders
- 5 Future I-494/Argenta Trail (CSAH 63) Interchange
- 6A 65th Street improvements (2018 construction)
- 6B TH 3 improvements (2018 construction)
- 7 TH 3/CSAH 26 roundabout (2018 construction)
- 8 Future greenway grade separated crossing
- 9 Future 65th Street alignment



Project Schedule

November 6th, 2017
Open House #1

November 2017 – March 2018
Design Development

March 2018
Open House #2

May 2018
30% Design Complete

Project Goals

- ◆ Improve safety and operations by bringing County Road (CR) 26 up to current design standards and improving the CR 63 intersection
- ◆ Provide capacity for future traffic consistent with the county's long-range plan and both cities' comprehensive development plans
- ◆ Identify stormwater and water quality infrastructure needs to meet City of Inver Grove Heights and Eagan standards; minimize impacts to wetlands and regional basins
- ◆ Provide a plan that will help facilitate coordination between development proposals and transportation needs

Questions or Comments?

Please contact:

Jenna Fabish
Senior Project Manager, Dakota County
(952) 891-7984, jenna.fabish@co.dakota.mn.us

Scott Thureen
Public Works Director, City of Inver Grove Heights
(651) 450-2571, sthureen@invergroveheights.org

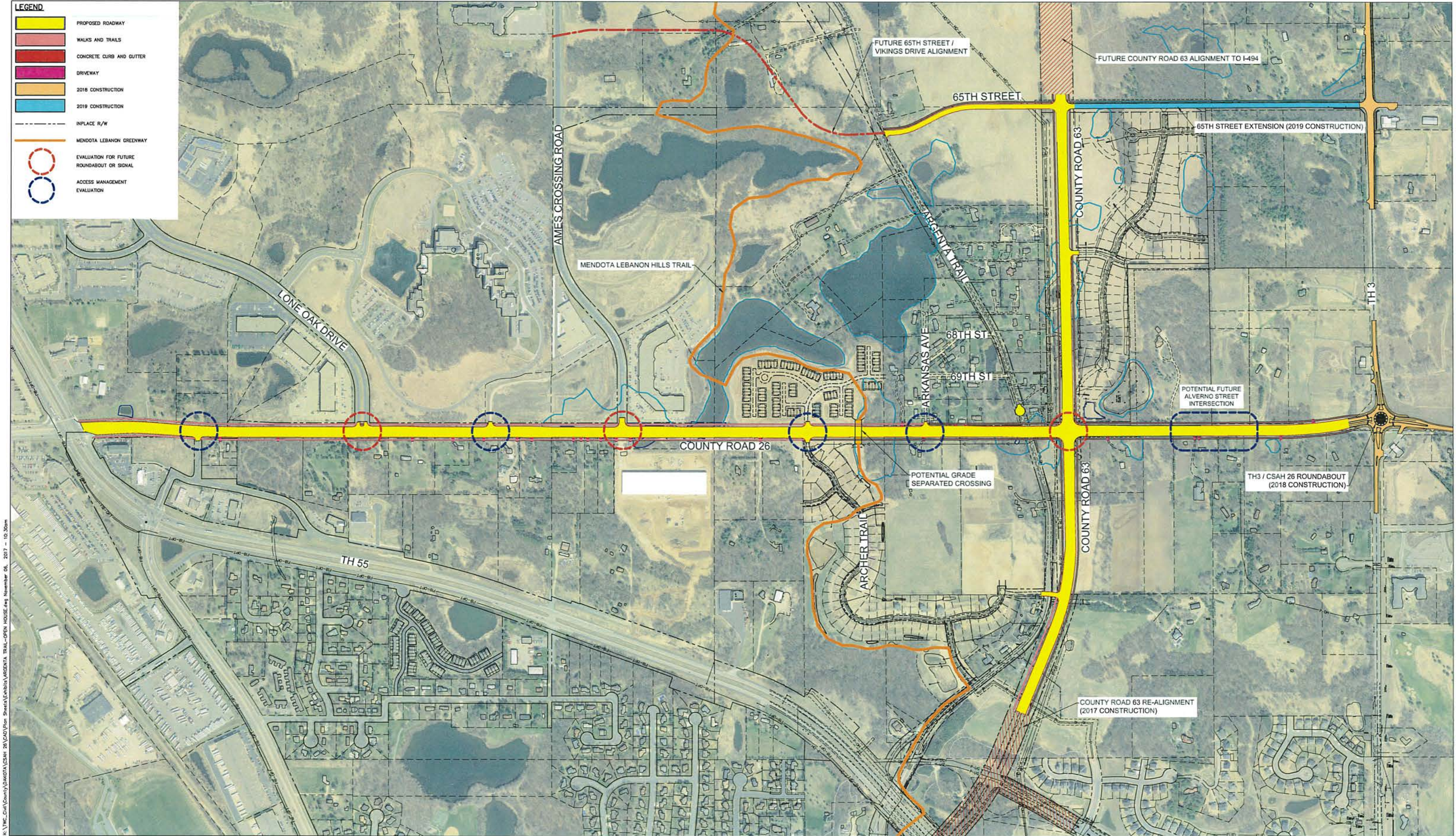
John Gorder
City Engineer, City of Eagan
(651) 675-5645, jgorder@cityofeagan.com



Need More Info?

Information regarding this project is available at www.dakotacounty.us (Search 'County Road 26').

Information on Dakota County transportation projects can be found on the Dakota County website at www.dakotacounty.us under the "Transportation" dropdown.



K:\TWC_Civil\County\DAWOTA\CSAH 26\CAO\Plan Sheets\Exhibits\ARGENTA TRAIL-OPEN HOUSE.dwg November 06, 2017 - 10:30am



November 13, 2017

Pre-Sale Report for

City of Inver Grove Heights, Minnesota

\$3,645,000 General Obligation Bonds, Series 2017B



Prepared by:

Steve Apfelbacher, CIPMA
Senior Municipal Advisor

And

Jessica Cook,
Senior Financial Specialist

And

Jason Aarsvold, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$3,645,000 General Obligation Bonds, Series 2017B
Purposes:	The proposed issue includes financing two pavement management projects: 1) the 60 th Street area known as City Project # 2016-09D, and 2) the Bancroft Way area known as City Project #2016-09E. The bond proceeds will be reimbursing the City for the project costs. Debt service will be paid from special assessments and a tax levy.
Authority:	The Bonds are being issued pursuant to Minnesota Statutes, Chapters: • 429 • 475 Because the City is assessing at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	The Bonds are being issued for a 15-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2033. Interest is payable every six months beginning August 1, 2018. The Bonds maturing on and after February 1, 2028 will be subject to prepayment at the discretion of the City on February 1, 2027 or any date thereafter.
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	The City's most recent bond issues were rated AA by Standard & Poor's. The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation (429) Improvement Bonds as a suitable financing option because at least 20% of the project costs will be assessed.



	This represents the most overall cost effective option for financing the City's pavement management projects, while still maintaining future flexibility for the repayment of debt.
Method of Sale/Placement:	In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks. We have included an allowance for discount bidding equal to 1.20000% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount. Premium Bids: Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000. For this issue of Bonds, we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down. You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.



Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Risk Factors:	Special Assessments: We have assumed pre-paid special assessments totaling \$238,613.60 and we have assumed that the remaining assessments will be collected with interest over 10 years. If the City receives significantly more pre-paid assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than expected.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. Bond Attorney: Kennedy & Graven, Chartered Paying Agent: Wells Fargo Bank, National Association Rating Agency: Standard & Poor's Global Ratings (S&P)

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	November 13, 2017
Distribute Official Statement:	Week of November 27, 2017
Conference with Rating Agency:	Week of December 6, 2017
City Council Meeting to Award Sale of the Bonds:	December 11, 2017
Estimated Closing Date:	December 28, 2017

Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Bond Buyer Index

Resolution Authorizing Ehlers to Proceed With Bond Sale/Credit Enhancement Resolution

Ehlers Contacts

Municipal Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Silvia Johnson	(651) 697-8580
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$3,645,000 General Obligation Bonds, Series 2017B**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$3,645,000 General Obligation Bonds, Series 2017B (the "Bonds"), to finance the 60th Street and Bancroft Way road reconstruction projects in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 11, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 13th day of November, 2017.

City Administrator

City of Inver Grove Heights, Minnesota

\$3,645,000 General Obligation Bonds, Series 2017B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Total Issue Sources And Uses

Dated 12/28/2017 | Delivered 12/28/2017

	Bancroft Area	60th Street Neighborhood	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,615,000.00	\$2,030,000.00	\$3,645,000.00
Prepaid Assessments	97,170.60	141,443.00	238,613.60
Total Sources	\$1,712,170.60	\$2,171,443.00	\$3,883,613.60
Uses Of Funds			
Total Underwriter's Discount (1.200%)	19,380.00	24,360.00	43,740.00
Costs of Issuance	21,710.55	27,289.45	49,000.00
Deposit to Project Construction Fund	1,670,000.00	2,120,000.00	3,790,000.00
Rounding Amount	1,080.05	(206.45)	873.60
Total Uses	\$1,712,170.60	\$2,171,443.00	\$3,883,613.60



City of Inver Grove Heights, Minnesota

\$3,645,000 General Obligation Bonds, Series 2017B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	52,230.86	52,230.86	-
02/01/2019	30,000.00	1.550%	44,138.75	74,138.75	126,369.61
08/01/2019	-	-	43,906.25	43,906.25	-
02/01/2020	260,000.00	1.700%	43,906.25	303,906.25	347,812.50
08/01/2020	-	-	41,696.25	41,696.25	-
02/01/2021	260,000.00	1.850%	41,696.25	301,696.25	343,392.50
08/01/2021	-	-	39,291.25	39,291.25	-
02/01/2022	265,000.00	1.950%	39,291.25	304,291.25	343,582.50
08/01/2022	-	-	36,707.50	36,707.50	-
02/01/2023	265,000.00	2.050%	36,707.50	301,707.50	338,415.00
08/01/2023	-	-	33,991.25	33,991.25	-
02/01/2024	270,000.00	2.150%	33,991.25	303,991.25	337,982.50
08/01/2024	-	-	31,088.75	31,088.75	-
02/01/2025	275,000.00	2.300%	31,088.75	306,088.75	337,177.50
08/01/2025	-	-	27,926.25	27,926.25	-
02/01/2026	275,000.00	2.400%	27,926.25	302,926.25	330,852.50
08/01/2026	-	-	24,626.25	24,626.25	-
02/01/2027	280,000.00	2.500%	24,626.25	304,626.25	329,252.50
08/01/2027	-	-	21,126.25	21,126.25	-
02/01/2028	260,000.00	2.600%	21,126.25	281,126.25	302,252.50
08/01/2028	-	-	17,746.25	17,746.25	-
02/01/2029	230,000.00	2.700%	17,746.25	247,746.25	265,492.50
08/01/2029	-	-	14,641.25	14,641.25	-
02/01/2030	235,000.00	2.850%	14,641.25	249,641.25	264,282.50
08/01/2030	-	-	11,292.50	11,292.50	-
02/01/2031	240,000.00	2.950%	11,292.50	251,292.50	262,585.00
08/01/2031	-	-	7,752.50	7,752.50	-
02/01/2032	245,000.00	3.050%	7,752.50	252,752.50	260,505.00
08/01/2032	-	-	4,016.25	4,016.25	-
02/01/2033	255,000.00	3.150%	4,016.25	259,016.25	263,032.50
Total	\$3,645,000.00	-	\$807,987.11	\$4,452,987.11	-

Yield Statistics

Bond Year Dollars	\$30,639.13
Average Life	8.406 Years
Average Coupon	2.6371090%
Net Interest Cost (NIC)	2.7798676%
True Interest Cost (TIC)	2.7828141%
Bond Yield for Arbitrage Purposes	2.6188891%
All Inclusive Cost (AIC)	2.9697119%

IRS Form 8038

Net Interest Cost	2.6371090%
Weighted Average Maturity	8.406 Years

City of Inver Grove Heights, Minnesota

\$3,645,000 General Obligation Bonds, Series 2017B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	-	-	-	-	-
02/01/2019	30,000.00	1.550%	96,369.61	126,369.61	132,688.09	130,800.96	1,887.13
02/01/2020	260,000.00	1.700%	87,812.50	347,812.50	365,203.13	89,580.56	275,622.57
02/01/2021	260,000.00	1.850%	83,392.50	343,392.50	360,562.13	86,883.96	273,678.17
02/01/2022	265,000.00	1.950%	78,582.50	343,582.50	360,761.63	84,187.38	276,574.25
02/01/2023	265,000.00	2.050%	73,415.00	338,415.00	355,335.75	81,490.78	273,844.97
02/01/2024	270,000.00	2.150%	67,982.50	337,982.50	354,881.63	78,794.18	276,087.45
02/01/2025	275,000.00	2.300%	62,177.50	337,177.50	354,036.38	76,097.60	277,938.78
02/01/2026	275,000.00	2.400%	55,852.50	330,852.50	347,395.13	73,401.00	273,994.13
02/01/2027	280,000.00	2.500%	49,252.50	329,252.50	345,715.13	70,704.42	275,010.71
02/01/2028	260,000.00	2.600%	42,252.50	302,252.50	317,365.13	40,578.42	276,786.71
02/01/2029	230,000.00	2.700%	35,492.50	265,492.50	278,767.13	-	278,767.13
02/01/2030	235,000.00	2.850%	29,282.50	264,282.50	277,496.63	-	277,496.63
02/01/2031	240,000.00	2.950%	22,585.00	262,585.00	275,714.25	-	275,714.25
02/01/2032	245,000.00	3.050%	15,505.00	260,505.00	273,530.25	-	273,530.25
02/01/2033	255,000.00	3.150%	8,032.50	263,032.50	276,184.12	-	276,184.12
Total	\$3,645,000.00	-	\$807,987.11	\$4,452,987.11	\$4,675,636.47	\$812,519.26	\$3,863,117.21

Significant Dates

Dated	12/28/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$30,639.13
Average Life	8.406 Years
Average Coupon	2.6371090%
Net Interest Cost (NIC)	2.7798676%
True Interest Cost (TIC)	2.7828141%
Bond Yield for Arbitrage Purposes	2.6188891%
All Inclusive Cost (AIC)	2.9697119%



City of Inver Grove Heights, Minnesota

\$1,615,000 General Obligation Bonds, Series 2017B

Bancroft Area

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	22,993.65	22,993.65	-
02/01/2019	10,000.00	1.550%	19,431.25	29,431.25	52,424.90
08/01/2019	-	-	19,353.75	19,353.75	-
02/01/2020	120,000.00	1.700%	19,353.75	139,353.75	158,707.50
08/01/2020	-	-	18,333.75	18,333.75	-
02/01/2021	120,000.00	1.850%	18,333.75	138,333.75	156,667.50
08/01/2021	-	-	17,223.75	17,223.75	-
02/01/2022	120,000.00	1.950%	17,223.75	137,223.75	154,447.50
08/01/2022	-	-	16,053.75	16,053.75	-
02/01/2023	120,000.00	2.050%	16,053.75	136,053.75	152,107.50
08/01/2023	-	-	14,823.75	14,823.75	-
02/01/2024	125,000.00	2.150%	14,823.75	139,823.75	154,647.50
08/01/2024	-	-	13,480.00	13,480.00	-
02/01/2025	125,000.00	2.300%	13,480.00	138,480.00	151,960.00
08/01/2025	-	-	12,042.50	12,042.50	-
02/01/2026	125,000.00	2.400%	12,042.50	137,042.50	149,085.00
08/01/2026	-	-	10,542.50	10,542.50	-
02/01/2027	125,000.00	2.500%	10,542.50	135,542.50	146,085.00
08/01/2027	-	-	8,980.00	8,980.00	-
02/01/2028	130,000.00	2.600%	8,980.00	138,980.00	147,960.00
08/01/2028	-	-	7,290.00	7,290.00	-
02/01/2029	95,000.00	2.700%	7,290.00	102,290.00	109,580.00
08/01/2029	-	-	6,007.50	6,007.50	-
02/01/2030	95,000.00	2.850%	6,007.50	101,007.50	107,015.00
08/01/2030	-	-	4,653.75	4,653.75	-
02/01/2031	100,000.00	2.950%	4,653.75	104,653.75	109,307.50
08/01/2031	-	-	3,178.75	3,178.75	-
02/01/2032	100,000.00	3.050%	3,178.75	103,178.75	106,357.50
08/01/2032	-	-	1,653.75	1,653.75	-
02/01/2033	105,000.00	3.150%	1,653.75	106,653.75	108,307.50
Total	\$1,615,000.00	-	\$349,659.90	\$1,964,659.90	-

Yield Statistics

Bond Year Dollars	\$13,348.04
Average Life	8.265 Years
Average Coupon	2.6195595%
Net Interest Cost (NIC)	2.7647494%
True Interest Cost (TIC)	2.7677114%
Bond Yield for Arbitrage Purposes	2.6188891%
All Inclusive Cost (AIC)	2.9572579%

IRS Form 8038

Net Interest Cost	2.6195595%
Weighted Average Maturity	8.265 Years

City of Inver Grove Heights, Minnesota

\$1,615,000 General Obligation Bonds, Series 2017B

Bancroft Area

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	-	-	-	-	-
02/01/2019	10,000.00	1.550%	42,424.90	52,424.90	55,046.15	55,466.90	(420.75)
02/01/2020	120,000.00	1.700%	38,707.50	158,707.50	166,642.88	53,812.62	112,830.26
02/01/2021	120,000.00	1.850%	36,667.50	156,667.50	164,500.88	52,158.34	112,342.54
02/01/2022	120,000.00	1.950%	34,447.50	154,447.50	162,169.88	50,504.08	111,665.80
02/01/2023	120,000.00	2.050%	32,107.50	152,107.50	159,712.88	48,849.80	110,863.08
02/01/2024	125,000.00	2.150%	29,647.50	154,647.50	162,379.88	47,195.52	115,184.36
02/01/2025	125,000.00	2.300%	26,960.00	151,960.00	159,558.00	45,541.24	114,016.76
02/01/2026	125,000.00	2.400%	24,085.00	149,085.00	156,539.25	43,886.96	112,652.29
02/01/2027	125,000.00	2.500%	21,085.00	146,085.00	153,389.25	42,232.70	111,156.55
02/01/2028	130,000.00	2.600%	17,960.00	147,960.00	155,358.00	40,578.42	114,779.58
02/01/2029	95,000.00	2.700%	14,580.00	109,580.00	115,059.00	-	115,059.00
02/01/2030	95,000.00	2.850%	12,015.00	107,015.00	112,365.75	-	112,365.75
02/01/2031	100,000.00	2.950%	9,307.50	109,307.50	114,772.88	-	114,772.88
02/01/2032	100,000.00	3.050%	6,357.50	106,357.50	111,675.38	-	111,675.38
02/01/2033	105,000.00	3.150%	3,307.50	108,307.50	113,722.88	-	113,722.88
Total	\$1,615,000.00	-	\$349,659.90	\$1,964,659.90	\$2,062,892.90	\$480,226.58	\$1,582,666.32

Significant Dates

Dated	12/28/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$13,348.04
Average Life	8.265 Years
Average Coupon	2.6195595%
Net Interest Cost (NIC)	2.7647494%
True Interest Cost (TIC)	2.7677114%
Bond Yield for Arbitrage Purposes	2.6188891%
All Inclusive Cost (AIC)	2.9572579%



City of Inver Grove Heights, Minnesota

\$2,030,000 General Obligation Bonds, Series 2017B

60th Street Neighborhood

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	29,237.21	29,237.21	-
02/01/2019	20,000.00	1.550%	24,707.50	44,707.50	73,944.71
08/01/2019	-	-	24,552.50	24,552.50	-
02/01/2020	140,000.00	1.700%	24,552.50	164,552.50	189,105.00
08/01/2020	-	-	23,362.50	23,362.50	-
02/01/2021	140,000.00	1.850%	23,362.50	163,362.50	186,725.00
08/01/2021	-	-	22,067.50	22,067.50	-
02/01/2022	145,000.00	1.950%	22,067.50	167,067.50	189,135.00
08/01/2022	-	-	20,653.75	20,653.75	-
02/01/2023	145,000.00	2.050%	20,653.75	165,653.75	186,307.50
08/01/2023	-	-	19,167.50	19,167.50	-
02/01/2024	145,000.00	2.150%	19,167.50	164,167.50	183,335.00
08/01/2024	-	-	17,608.75	17,608.75	-
02/01/2025	150,000.00	2.300%	17,608.75	167,608.75	185,217.50
08/01/2025	-	-	15,883.75	15,883.75	-
02/01/2026	150,000.00	2.400%	15,883.75	165,883.75	181,767.50
08/01/2026	-	-	14,083.75	14,083.75	-
02/01/2027	155,000.00	2.500%	14,083.75	169,083.75	183,167.50
08/01/2027	-	-	12,146.25	12,146.25	-
02/01/2028	130,000.00	2.600%	12,146.25	142,146.25	154,292.50
08/01/2028	-	-	10,456.25	10,456.25	-
02/01/2029	135,000.00	2.700%	10,456.25	145,456.25	155,912.50
08/01/2029	-	-	8,633.75	8,633.75	-
02/01/2030	140,000.00	2.850%	8,633.75	148,633.75	157,267.50
08/01/2030	-	-	6,638.75	6,638.75	-
02/01/2031	140,000.00	2.950%	6,638.75	146,638.75	153,277.50
08/01/2031	-	-	4,573.75	4,573.75	-
02/01/2032	145,000.00	3.050%	4,573.75	149,573.75	154,147.50
08/01/2032	-	-	2,362.50	2,362.50	-
02/01/2033	150,000.00	3.150%	2,362.50	152,362.50	154,725.00
Total	\$2,030,000.00	-	\$458,327.21	\$2,488,327.21	-

Yield Statistics

Bond Year Dollars	\$17,291.08
Average Life	8.518 Years
Average Coupon	2.6506564%
Net Interest Cost (NIC)	2.7915383%
True Interest Cost (TIC)	2.7945158%
Bond Yield for Arbitrage Purposes	2.6188891%
All Inclusive Cost (AIC)	2.9793636%

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Net Interest Cost	2.6506564%
Weighted Average Maturity	8.518 Years

City of Inver Grove Heights, Minnesota

\$2,030,000 General Obligation Bonds, Series 2017B

60th Street Neighborhood

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	-	-	-	-	-
02/01/2019	20,000.00	1.550%	53,944.71	73,944.71	77,641.95	75,334.06	2,307.89
02/01/2020	140,000.00	1.700%	49,105.00	189,105.00	198,560.25	35,767.94	162,792.31
02/01/2021	140,000.00	1.850%	46,725.00	186,725.00	196,061.25	34,725.62	161,335.63
02/01/2022	145,000.00	1.950%	44,135.00	189,135.00	198,591.75	33,683.30	164,908.45
02/01/2023	145,000.00	2.050%	41,307.50	186,307.50	195,622.88	32,640.98	162,981.90
02/01/2024	145,000.00	2.150%	38,335.00	183,335.00	192,501.75	31,598.66	160,903.09
02/01/2025	150,000.00	2.300%	35,217.50	185,217.50	194,478.38	30,556.36	163,922.02
02/01/2026	150,000.00	2.400%	31,767.50	181,767.50	190,855.88	29,514.04	161,341.84
02/01/2027	155,000.00	2.500%	28,167.50	183,167.50	192,325.88	28,471.72	163,854.16
02/01/2028	130,000.00	2.600%	24,292.50	154,292.50	162,007.13	-	162,007.13
02/01/2029	135,000.00	2.700%	20,912.50	155,912.50	163,708.13	-	163,708.13
02/01/2030	140,000.00	2.850%	17,267.50	157,267.50	165,130.88	-	165,130.88
02/01/2031	140,000.00	2.950%	13,277.50	153,277.50	160,941.38	-	160,941.38
02/01/2032	145,000.00	3.050%	9,147.50	154,147.50	161,854.88	-	161,854.88
02/01/2033	150,000.00	3.150%	4,725.00	154,725.00	162,461.25	-	162,461.25
Total	\$2,030,000.00	-	\$458,327.21	\$2,488,327.21	\$2,612,743.57	\$332,292.68	\$2,280,450.89

Significant Dates

Dated	12/28/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$17,291.08
Average Life	8.518 Years
Average Coupon	2.6506564%
Net Interest Cost (NIC)	2.7915383%
True Interest Cost (TIC)	2.7945158%
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