

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, December 11, 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 November 13, 2017 City Council Meeting
- ii. Minutes November 27, 2017 City Council Meeting
- B. Resolution Approving Disbursements for Period Ending on December 6, 2017
- C. Consider Approval of 2018 City Council Meeting Schedule
- D. Consider Approval of 2018 Meeting Schedule of Advisory Commissions
- E. Consider Application and Resolution to Conduct Off-Site Gambling for Spartan End Zone Club at Simley High School, 2920 80th Street E.
- F. Designate the 2018 Official Newspaper
- G. Consider Acceptance of Babcock Trail Feasibility Study
- H. Authorize the City of Inver Grove Heights and Dakota County Electronic Crimes Task Force Joint Powers Agreement
- I. Consider Pay Voucher No. 1 for City Project No. 2017-09D – Sealcoat
- J. Resolutions Establishing Utility Rates for 2018
- K. Consider Resolution Establishing and Separating City Project No. 2017-21 – VMCC/Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction
- L. Adoption of Standard Small Wireless Collocation Agreement
- M. Consider a Resolution Receiving Feasibility Report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements
- N. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court)
- O. Consider Approval of the Joint Powers Agreement with the City of Inver Grove Heights and Dakota County for Broadband Services
- P. Personnel Actions

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

6. **PUBLIC HEARINGS**:

- A. Consider Approval of the 2018 Renewal Applications for Liquor Licenses
- B. Consider Approval of the 2018 Renewal Application for Pawn America LLC
- C. Consider Approval and Resolution of Lawful Purpose Gambling Premise Permit at King of Diamonds, 6600 River Road
- D. Public Hearing to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiations
- E. Public Hearing and Resolution to Consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2 and the Adoption of a Capital Improvement Plan for 2017-2021

7. REGULAR AGENDA:

I. FINANCE:

- A. Resolutions Relating to 2018 Tax Budgets and Levies
- B. 2018-2022 Capital Improvement Plan
- C. Resolution Providing for the Issuance and Sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B
- D. THIRD AND FINAL 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

II. COMMUNITY DEVELOPMENT:

- E. **HAMPTON COMPANIES;** Consider the following Resolutions and Ordinance for property located on the north side of 80th Street, between Hwy 3 and Babcock Trail:
 - a) An Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD;
 - b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68 unit single family and 32 unit senior care facility;
 - c) A Resolution relating to a Conditional Use Permit for a 32 unit multiple family development
- F. **FRATTALONE'S DAWNWAY;** Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement among Frattalone's Dawnway, Inver Grove Heights and South St. Paul. The property is located on Dawn Way, west of Concord Boulevard
- G. **VICKY STADTHER (McDONALDS);** Consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for property located at 5760 Cahill Avenue

III. PUBLIC WORKS

H. First Reading of Ordinance Amending Rights-of-Way Management Ordinance

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

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

A. Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:

- i. LSS Properties LLC – 6455 Doffing Ave – 20-36500-32-110
- ii. Hay – No address – 20-36500-31-050
- iii. Kramer – 4301 64th St 20-36550-31-070
- iv. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070

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, NOVEMBER 13, 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, November 13, 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 (Absent), 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. i. Minutes September 25, 2017 City Council Meeting
- ii. Minutes October 2, 2017 City Council Work Session
- B. **Resolution 17-210** Approving Disbursements for Period Ending on November 8, 2017
- C. Consider **Resolution 17-211** Seeking a Speed Study Conducted by MnDOT – Inver Grove Trail from Concord Boulevard to Cahill Avenue
- D. Consider **Resolution 17-212** 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 17-213** Receiving and Approving the Dickman Trail Culvert Report (96" CMP)
- F. Consider **Resolution 17-214** 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 17-215** 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 17- 216** 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

Motion by Bartholomew, second by Hark, to approve all items on the consent agenda 4A-4M.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Kelly Kayser, 1953 59th Court, discussed the cul-de-sac no parking requirement and her dissent on the cul-de-sac presentation by Fire Marshall Schadegg from October 23, 2017.

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, Resolution 17-217.

City Engineer Kaldunski presented the item. He stated that this is the Trunk Highway 3 intersection improvements for the 65th Street Project and authorizing the City Attorney to complete easement negotiations. He stated the intersection plans would be reconstructed next year. He stated the location is the southside of Hwy 3 at the proposed roundabout at 70th Street. He stated construction will be planned in phases. He stated there will be retaining walls along Hwy 3 and 65th Street. He illustrated on the map the future storm water and runoff plans as possible changes based on neighborhood feedback.

Kaldunski stated the neighborhood meeting was well attended. He stated residents were asking about easements, grading limits and tree details.

The council discussed briefly why assessments will not be done on this particular project.

Kaldunski reviewed with the council the improvements with the grading and sight lines and the required fill removal from the road which will improve the safety of the road.

He stated the project cost is \$4.4M. He asked for the council to approve the project and authorize the plan and specifications to go forward with the easements.

Mayor Tourville stated that there will be no assessment associated with 65th Street on this project.

Kaldunski stated the water main project and the 2015-03 65th Street will have assessments for the street.

Motion by Piekarski Krech, second by Perry, to close the public hearing at 7:20PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Bartholomew to approve the ordering of 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, Resolution 17-217.

Ayes: 5

Nays: 0 Motion carried.

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, Resolution 17-218

City Engineer Kaldunski stated this is a watermain improvement project. He stated this project is in the third phase to finish the large water main project. He stated the location is Hwy 3 and 65th Street. He stated the water came up from existing water main at Harmon and will go up 65th Street and Windwood second. He stated this will be a 16-inch water main. He stated there are big fills that are a part of this project. The water fund cost is \$5.9M. He stated there is no storm water sewer improvements. The funding is from platting fees and the building permit fees. He stated there have been informational meetings on this project. He asked for the council to authorize the project so staff can move forward on the bid process.

Motion by Bartholomew, second by Hark, to close the hearing 7:24PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark, to approve the Ordering of 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, Resolution 17-218

Ayes: 5

Nays: 0 Motion carried.

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 Resolution 17-219

Finance Director Smith stated this is the second reading of the ordinance and the public hearing. She stated the first reading had no changes and the third reading is scheduled for December 11, 2017. She stated the water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied by Ehlers and Associates from their May 2016 update.

She stated that communication on the first reading of the ordinance was available on the city's website, newsletter, social media and published in the paper. A copy of the rates were also submitted to River Heights Chamber of Commerce.

She stated she only received one email to give to the council to receive. She stated that the city comparable rates were from 11 cities. The comparable cities were the same cities used in Ehler's study rates. She provided the council with the comparable rate sheet in the council packet.

Councilmember Piekarski Krech stated city comparisons are not a good reflection on the past costs paid for the development fees.

Motion by Piekarski Krech, second by Perry, to receive the email.

Ayes: 5

Nays: 0 Motion carried.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Perry, to approve the 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 Resolution 17-219.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

II. COMMUNITY DEVELOPMENT:

A. Calatlantic Group, Inc.; Consider a Resolution 17-220 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.

City Planner Allan Hunting presented the item to the council. He stated that the applicant has submitted the final plat and final development plan for the development that was the 3rd phase of Blackstone Vista. He stated that the City Council approved the preliminary plat and development plans for Blackstone Highlands on January 25th, 2016 with 17 conditions.

Hunting stated that the final plat is in the same layout as the preliminary plat therefore there is no changes to the layout. He stated there are 40 single-family lots and 3 outlots that may be combined with the land available adjacent to the lot. He stated outlots A and B and are storm water purposes which will be owned by the city. Hunting stated that the one change is a trail segment. Hunting stated per city code it does require sidewalks on one side of the public street. He stated there was going to be a trail connection but with the pond grading, it is too tight to fit a trail so the change is turning the sidewalk into bituminous trail and will end up being connected to the Lebanon Hills Regional trail. He stated the Planning staff and commission approve the plans as presented.

Tracy Russ, Calatlantic Group Inc. represented the applicant and asked if there were any questions for her.

Councilmember Hark asked about trail details. Tracy Russ stated that the bituminous trail will be connected to the regional trail. She pointed out additional trail in the development as well. She stated the trail would have been a dead end but now the trail is connected all the way through.

Motion by Bartholomew second by Piekarski Krech to approve the Resolution 17-220 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.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

B. Lennar Corporation; Consider a Resolution 17-221 relating to Vacation of existing drainage and utility easements within the old plat of Windwood Addition. Property now replatted as Windwood 2nd Addition.

Community Development Director Link summarized the item. He stated this is a plat that was approved early this year. He stated this property contains easements from the previous plat and cut through the new lots. He illustrated that area on the map where the easements are located. Link stated the applicant wishes to vacate these old easements since they are not needed. Planning staff and Planning Commission unanimously approved the vacation.

Motion by Piekarski Krech second by Perry 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

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)

Public Works Director Thureen stated that the city council approved a Joint Powers Agreement (JPA) with Dakota County and the City of Eagan for a feasibility study and preliminary engineering for the reconstruction of 70th Street from the Eagan Border to Trunk Highway 3 project. He stated an open house was held on November 6, 2017 to introduce the project. Representatives Bill Klingbeil, Project Manager with Kimley-Horn and Associates and Jenna Fabish, Dakota County Senior Project Manager were present.

Kimley-Horn and Associates Bill Klingbeil reviewed the steps of the project. He stated the project need improvements were sight lines, steep slopes, lack of shoulders and turn lanes. He stated this is to improve mobility and operations to control major intersections and access management at minor intersections and driveways. The project will look at accommodating local residential and commercial development. He stated they are working with residents to make sure they are educated on the project.

He referred to the map in the council packet. He stated the study is of Trunk Highway 5 and Highway 3. He referred to the map and looked at the maximum foot print that will be evaluated. He stated the map shows access now. He stated the red circles are monitoring the intersections whether it's a signal or a potential roundabout. He stated they're in the preliminary stage of the study. He looked at the 4-lane expansion of County Road 26 from Hwy 55 to Hwy 3 and include evaluations of collector streets and access management at non-collector streets. Klingbeil stated the infiltration will be examined because there is not a lot of places for the water to go.

Klingbeil stated the kick-off meeting was on Oct 1st. He stated in November they have been collecting data. He stated the Open House was on November 6th.

He stated the next steps will be the technical analysis, then design and minimizing impacts. He stated the neighborhood meetings are Dec 2017- January 2018 and selections of preferred designs will be on Feb-March 2018.

Klingbeil stated the first open house over 500 properties were mailed notifications and 70 attendees signed-in. He went over the study of the county road 26 improvements. He stated they discussed goals, project costs and cost effectiveness. He talked about right-of-way impacts, relocation costs and transportation alternatives which helps to rate them going forward.

He discussed the intersection evaluation alternatives Option A, B and C, briefly discussing the different options available.

He stated the next steps are the preliminary engineering studies November 2017-January 2018. The 2nd round of the neighborhood meetings will be in December – January 2018. A selection of recommended alternative by PMT is February 2018. The presentation of recommended alternatives will go to the Council March 2018 and the Open House is March 2018. Dakota County Senior Project Manager Fabish stated that final design is scheduled for 2018 and 2019 to establish right-of-way needs. Fabish stated 2020 will be the construction phase.

Public Works Director Thureen discussed the importance of funding the project and stated that he will be presenting to the council in the future.

Mayor Tourville asked about road closures. Fabish discussed that the project evaluation is 30-60% in completion and doesn't know how the road closures will be managed at this time. Tourville discussed the importance of keeping the road open for traffic.

Mayor Tourville discussed the frustrations with the lack of preliminary study before the Vikings Stadium was constructed. He discussed the importance of Hwy 52 being studied. He stated that the traffic will end up with a bottleneck effect if a study is not conducted. Councilmember Piekarski Krech emphasized the importance of a study.

Mayor Tourville stated that Argenta area future developers are going to be asking where the road is going. He discussed the importance of a study to focus on the easements, right-of-way, storm sewer, and ponding designs etc. Thureen went over the area of the properties recently sold. Kimberly-Horn Representative Klingbeil stated that a study on this area was already in the preliminary costs and can be pursued easily.

Thureen stated no action is required from the Council at this time. He stated an amended Joint Powers Agreement (JPA) will be brought forward in the future to continue to study the area east of Trunk Hwy 3.

III. FINANCE

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

Ehlers Financial Representative Steve Apfelbacher introduced the item. He stated that Ehlers recommendation to staff is to go forward with the sale of the bond.

He stated that the lower interest rates prior to end will free up the debt from the Fire Department projects. He stated that the rating agency has a strong rating that is outstanding. He stated the general Capital Improvement Projects (CIP) indicates that the debt levy exceeds 11%. He stated that percentage is important. If you exceed over 14-15% you start to look at the debt levy in relation to your current budget. He stated the result would be a detraction in the rating by the rating agency. He stated at the next council meeting the council will be approving the CIP. He stated if the council decreases the cost to a 14-15% of debt it would help to maintain the rating.

Apfelbacher stated that amending the CIP would be perceived better.

Mayor Tourville asked about the differences between the percentages of the CIP and the effects on the rating from the rating agency.

Apfelbacher responded that the rating is based on the relative amount in relation to the size of the city. He stated its related to the percentage of the operating budget. He stated when analyzing the city there are four major factors that go into the debt service analogy, one is the structure of the debt service. He stated what's looked as is the economy and the city's track record. He discussed the city's stages of growth and the demand on the higher general fund amount. He stated if the council chose to amend the CIP the city wouldn't have to defend the debt when the city goes out for additional bond sales. He stated with the

stages of proposed projects the bond percentage will likely be higher. He stated a higher percentage of 17% is a negative. However, he stated it's the council's decision.

Mayor Tourville stated that the bond will be for 10 years. Apfelbacher stated in the affirmative.

Tourville stated that if the city goes forward with the larger projects the bonds will not be for 10-year but will likely be on a 20-year bases. Apfelbacher stated you have to do that because of the tax levy. He stated than the bond is not paid off quickly as a result the city's debt service will be larger and will follow the city for a longer period of time.

Councilmember Bartholomew asked if we are approving a 15-year bond. Apfelbacher stated in the affirmative.

Councilmember Hark asked if bonds have or could mature. Finance Director Smith stated there has been several maturing of bonds since she has been at the city. Smith stated the bonds are looked at to see if they can be refinanced to help with costs.

Apfelbacher discussed the ability of the city to call the bonds which allows for the city to pay off the bonds.

Apfelbacher outlined the bid schedule to the council.

Motion by Bartholomew second Piekarski Krech to authorize the city to go out for bond bid.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

The council went into a closed-door executive session pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3, to discuss the NW area park property acquisition strategy with the Fleming addition property.

Motion by Piekarski Krech second Perry to move into Executive Session.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

Motion by Hark second by Perry to adjourn. The meeting was adjourned by a unanimous vote at 8:30p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, NOVEMBER 27, 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, November 27, 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:

A. Sibley High School Marching Band invitational to America's National Independence Day Parade

B. Miss Inver Grove Heights Scholarship Program

Rochelle Van Kempen coordinator for the program. Each royalty recipient introduced themselves. Newly crowned Hanna: sponsored by Hometown Meats, newly crowned Felicia: sponsored by Quality Auto Care Center, Ashley: sponsored by South St. Paul Rotary, Grace: sponsored by Sand and Mix, Piper: sponsored by Drkula's, Cheyann: sponsored by (not understandable)

4. CONSENT AGENDA:

- A. i. Minutes October 9, 2017 City Council Meeting
- ii. Minutes October 23, 2017 City Council Meeting
- iii. Minutes October 25, 2017 Special City Council Meeting
- iv. Minutes November 2, 2017 Special City Council Meeting
- B. **Resolution 17-222** Resolution Approving Disbursements for Period Ending on November 21, 2017
- C. CITY OF INVER GROVE HEIGHTS; Approve a Resolution creating a permanent pedestrian trail easement for Lot 7, Block 1, Blackstone Vista **No Resolution**
- D. Approval of the 2018 Election Polling Place Designation **Resolution 17-223**
- E. Approval of the 2018 Fee Schedule **Resolution 17-224**
- F. Approval of Kristi Smith's Employment Agreement Extension with the City of Inver Grove Heights
- G. Consider Approval of the Five Bugles Design for Architectural and Engineering Services for the Fire Station Site Design and Construction of Fire State #2
- H. Consider Approval of the 2018 Parks and Recreation Department Fees
- I. Consider Pay Request No. 4 – Bid Package 1 – East Rink Floor Project – City Project 2017-05
- J. Consider Approval for Therapeutic Massage Business License for Health 1st Chiropractic and Individual Therapeutic Massage License of Dorina Lynn Costa
- K. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th St. and Concord Blvd. Wet Extended Detention Basin) **Resolution 17-225**
- L. Consider Pay Voucher No. 4 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- M. Consider Pay Voucher No. 5 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- N. Approve Sidewalk Easement for 6888 Alverno Court (Lot 18, Block 3, Blackstone Ridge)
- O. Release of Improvement Agreement Related to 9735 Robert Trail South owned by Inver Grove Storage, LLC
- P. Release of Lot 5, Block 1, Blackberry Town Office Park from Development Contract Related to Plat of Blackberry Town Office Park
- Q. Personnel Actions

Motion by Bartholomew, second by Hark, to approve all items on the consent agenda 4A-4Q with the exceptions of Items 4F and 4Q.

Ayes: 5

Nays: 0

Motion carried.

Item 4F: Approval of Kristi Smith's Employment Agreement Extension with the City of Inver Grove Heights

There is not a unilateral right to extend but both parties must agree on the contract. Kuntz stated there was a notification that both parties had to agree in order to extend the contract.

Perry discussed the problematics of the temporary six months agreement and stated she would like to look at extended it past six-month during the next review.

Tourville stated it's a mutual agreement.

Motion by Perry, seconded by Piekarski Krech to approve the extension of Kristi Smith's contract to June 30, 2018.

Ayes: 5

Nays: 0 Motion carried.

Item 4Q: Personnel Actions

Council Member Perry wants to split the vote because she does not believe that Paul Schell is the right person for the Police Chief position. She does support the Personnel Actions related to the Fire Department and Parks and Recreation Department.

Motion by Perry, seconded by Piekarski Krech to approve the Personnel Actions relating to Fire Department and Parks and Recreation

Ayes: 5

Nays: 0 Motion carried.

There were no further discussion about naming Paul Schnell as Police Chief and the motion to approve his position was made.

Motion by Bartholomew, seconded by Hark, to approve Paul Schnell as Police Chief.

Ayes: 4

Nays: 1 Perry Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. KEVIN KNEISL; Consider Resolution 17-226 relating to a Variance to allow two detached accessory structures where one is the maximum allowed for property located at 1847 Upper 55th Street

Community Development Director Link introduced the item stating that the applicant had submitted an application for a variance to build a second accessory building on his property. The zoning district in this area only allows a single accessory building. Planning Commission and staff recommend denial of the request for a variance.

Councilmember Bartholomew stated that he was aware that the proposed building was 565 square feet, and the existing building was 365 square feet. He whether that was a consideration, given that the limit is 1000 square feet. He asked if the option of building a new accessory building that was large enough for their needs, and demolishing the existing building was discussed with the applicant.

Community Development Director Link stated staff discussed different options available but was unsure whether that option had been discussed. He acknowledged that the two buildings together would be less than the 1,000 square foot limit.

Kevin Kneisl, 1847 Upper 55th Street E., he stated an attached garage costs \$45,000, which is too expensive for his single income family. He wants to build a detached garage in which to store his boat and camper. He stated the existing shed is 385 square feet, but you can't see it from the road. He stated he has 1.3 acres. He stated he can't afford an attached garage. He discussed his autistic child and the importance of helping him

Councilmember Bartholomew asked the applicant if he considered building a larger building and tearing down the existing one.

The applicant responded that the cost to demolish and remove the building would be beyond his budgeted amount.

Councilmember Piekarski Krech asked what was being stored in the existing building.

Kneisl stated its mostly lawnmowers and equipment.

Councilmember Hark asked can we consider health issues as a reason to approve the variance.

Community Development Director Link stated you cannot look at health or economic issues to approve.

Councilmember Bartholomew asked about approving other variances for people who have faced the difficulties of not having a garage.

Community Development Director Link stated mostly those properties that have received a variance in situations that haven't had garages but not with this size lot.

Lynch asked about the difference cost of detach and attach. Kneisl stated its \$45,000 for the attached garage, and \$20,000 for the detached. He stated there is a cost in removing the out building in the back.

Kuntz asked about the difference in conditions of the topography of the outbuilding.

Councilmember Bartholomew stated grade restoration would need to be done. Councilmember Piekarski Krech stated that drainage would be an issue by the lake. Councilmember Piekarski Krech asked about the excavating costs for the attached garage. Kneisl stated that it will not need much excavating.

Kuntz asked if Kneisl thought it would be better to build where he intends to build, in terms of the run-off from the requested building site.

Kneisl stated there's an existing culvert system that dumps into the lake. He stated the lake has a lot of run-off that goes into the lake.

Mayor Tourville stated that grading and age of the home and the lake and storm water run-off would be improved in the accessory building for the detached garage would be approved.

Councilmember Piekarski Krech stated the body of water and topography does create difficulties.

Councilmember Bartholomew stated that the applicant stated he would like to get rid of the accessory but can't because of the topography and otherwise wouldn't be prohibited by the variance.

Tourville stated the applicant should work with staff on the details of the variances.

Motion by Bartholomew second by Piekarski Krech to approve the variance to allow two detached accessory structures where one is the maximum allowed for property located at 1847 Upper 55th Street.

Ayes: 5

Nays: 0 Motion carried.

B. ALAN AND LLONI BEBEL; Consider Resolution 17-227 relating to a Preliminary and Final Plat, development contract and related agreements for a two-lot subdivision to be known as Lloni's 2nd Addition located at 8843 Alverno Avenue.

Community Development Director Link stated this is in relation to a preliminary and final plat development contract for a two-lot subdivision. He stated it is consistent with rural identity and comp plan land use designation and is supported by property owners. He stated there are two septic systems. Planning Staff and Planning Commission unanimously recommend approval of the preliminary and final plat and development contract.

Lloni Bebel, 3852 North Ridge Drive in Eagan, MN stated that she met with staff this morning and had no further questions at this time.

Motion by Perry 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 8843 Alverno Ave.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance to prohibit transient lodging (short-term rentals) of residential property

Community Development Director Link summarized the past work on the last considered the ordinance on September 25 when council approved the 2nd reading, and asked staff to research options for making exceptions to prohibiting transient (short-term) rentals.

Staff discussed and researched internally, the challenges that come up from having these short-term rentals. It was revealed that these types of lodgings constitute a form of commercial use in a residential area, and they are time consuming to enforce. In addition, they can be causes of unusual and additional traffic, noise complaints, underage drinking, and other public nuisances.

Community Development Director Link stated that staff also looked to what other cities have done. An alternate option would be to create exceptions for specific situations, manage it through an interim use permit which would provide the City with some form of enforcement. It could include neighborhood notification, public hearing, and restrictions could be placed, such as parking, number of occupants, number of guests, and homesteading requirements. Staff recommended that the council approve the ordinance to prohibit short-term rentals due to the difficulty of enforcement.

The Planning Commission recommended denial of the ordinance that prohibits these types of lodgings, and favored allowance of short-term rentals but with some kind of regulations.

Mayor Tourville stated that the City of St. Paul and Minneapolis has found a way to license transient lodging with large fees.

Tourville stated that he sees the positives and the negatives on both sides. He discussed the impacts of the neighborhoods.

Councilmember Piekarski Krech stated the city could have a fee associated with the city code, that makes it possible to enforce an ordinance that allows short-term (transient) rentals, if they don't abide by the requirements.

Community Development Director Link stated that the rental license doesn't cover transient lodging and we are considering this different from the rental license.

Councilmember Piekarski Krech stated she considers this as different and more of a vacation home. She stated the license fee should be more expensive. She was concerned about a whole block or section of a neighborhood that would have short-term rentals.

Community Development Director Link stated that most cities that allow short-term rentals – maybe 7-8 of them – limit the number of short term lodgings allowed. The City of Stillwater limits the number of transient lodging about 35. He stated they are different in that they're a tourist community.

Councilmember Hark stated that the interim use period allows for teeth to penalize those that are not following the rules, especially since it is unlikely there will be a lot of people wanting to do this.

Community Development Director Link stated with the interim permit has been used and varies a lot depending on the situation. It also provides a public hearing. He stated also conditions can be applied.

Councilmember Piekarski Krech can we charge more for the interim use permit than for others?

Community Development Director Link responded affirmatively.

Mayor Tourville stated that other communities have reviewed these kinds of options and have decided that it was just too complicated to address.

Mary T'Kach 7848 Babcock Trail, she is a part of the Housing Committee. She asked the council to deny the proposed ordinance because this is a housing issue not just a public safety issue. She stated the issue should go back to staff and the Housing Committee for review of all the potential costs and benefits that could be derived from having an ordinance that allows short-term rentals. She believes that managing this kind of short-term rental could have a positive effect on the community and the residents. She also recognizes that there can be downsides to these kinds of activities. Because of these many layers this is a complex issue and requires a full process to review. She sees this as an opportunity to for the City to offer different options for residents.

She believes that the issue should go back to the Housing Committee.

Steven Dick, 1630 52nd Street E, he stated that he is aware that his property was the one that was involved in the trouble that began this whole process. He recognizes that he didn't have the right measures in place to prevent issues, but now he has taken steps like setting a minimum number of days, setting a higher deposit, and installing security cameras to make sure that the problems won't happen again. He feels that approve the ordinance to ban short-term rentals will take away opportunities for residents to become recession-proof, or at least make a little bit of extra money.

He believes that cities like Bloomington are banning this option for residents under pressure from hotel owners, but that Inver Grove Heights does not have that problem. He does not want the council to approve the ordinance to ban short-term rentals.

Mayor Tourville stated the Planning Commission stated that they denied the denial. Tourville stated that it was confusing because the Planning Commission supported short-term rentals but with proper regulation in place.

Mayor Tourville stated that his fear is people will still have Airbnb, with or without the ordinance in place. If conditions and restrictions will be further explored, the issue may have to go to the Planning Commission.

Kuntz stated in the affirmative. If there are going to conditions, restrictions, it will be required to go to the Planning Commission.

Tourville stated that it should go in from the Planning commission and Housing Committee.

Councilmember Hark stated they're a lot of layers in this but there must be pain (punishment) involved for those who are in violation or those that aren't abiding by the rules.

Councilmember Piekarski Krech stated that Mr. Dick made others pay the price.

Councilmember Bartholomew stated this is a commercial use in the residential area and is a conflict.

Councilmember Piekarski Krech stated it's not a home business.

Councilmember Hark stated that the Planning Commission should review this to help them make a decision.

Tourville and Piekarski Krech both stated that commercial entities such as hotels pay fees and are taxed as such.

Kuntz stated that the ordinance doesn't get approved if the council doesn't approve a third reading.

Tourville stated the ordinance will be studied additionally by the Planning and Housing Commission.

Community Development Director Link stated that staff will look at staff time during this process. If the house is inspected and complaints are received this will take staff time. Link stated we ask that council consider staff time. Processing permits, escrows, insurance and take quite a bit of time, and asked that this information be considered.

Councilmember Piekarski Krech stated the interim use permit fee would cover these issues.

Resident Dick discussed the online registration process. They are required to have smoke alarms, etc. Tourville stated that Airbnb doesn't make sure that the requirements are approved.

City Administrator Lynch stated the event in February will probably give rise to the number of short-term rentals for that event. There will be many guests and celebrating. He stated with public safety this is challenging. There will be a high activity during these types of celebrations.

Councilmember Piekarski Krech asked if an interim ordinance can be implemented for seven days, while the Super Bowl events are going on. That might help with managing problems with police and fire.

Lynch responded other cities have tried this but collecting on damages against home owners is difficult. He stated that it would take 6 – 8 weeks to implement some kind of ordinance, if the Planning Commission and/or the Housing Commission need to review it.

Mary T'Kach stated that she agreed with City Administrator Lynch's observations. She also made a point that there are more than just Airbnb as different options for people to rent out their homes. She indicated that there is a "community" of people on both sides – renters and home owners – who get to rate the experience and that helps to police themselves.

Councilmember Perry discussed the impact of the Vikings stadium long-term.

The council directed staff to have the planning commission and housing committee review the ordinance and impacts on the city.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

Motion by Bartholomew second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 8:20p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 11, 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 November 22, 2017 to December 6, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending December 6, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$290,648.72
Debt Service & Capital Projects	69,337.41
Enterprise & Internal Service	48,604.32
Escrows	8,473.95
Grand Total for All Funds	<u><u>\$417,064.40</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 November 22, 2017 to December 6, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING December 6, 2017**

WHEREAS, a list of disbursements for the period ending December 6, 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	\$290,648.72
Debt Service & Capital Projects	69,337.41
Enterprise & Internal Service	48,604.32
Escrows	8,473.95
 Grand Total for All Funds	 <u><u>\$417,064.40</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of December, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 11/21/2017 - 12/06/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	195123	07/05/2017	7/28/16	101.42.4000.421.50030	73.00
AFSCME COUNCIL 5	INV0068978	11/24/2017	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	123.41
AFSCME COUNCIL 5	INV0068979	11/24/2017	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	884.30
AFSCME COUNCIL 5	INV0068980	11/24/2017	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	89.65
ALEX AIR APPARATUS, INC.	34644	11/29/2017	11/17/17	101.42.4200.423.40042	123.00
AT & T MOBILITY	287237771092X11122017	11/21/2017	287237771092	101.41.1000.413.50020	33.02
AT & T MOBILITY	287237771092X11122017	11/21/2017	287237771092	101.43.5100.442.50020	33.02
BARNA, GUZY, & STEFFEN LTD	175512	11/29/2017	50003-05	101.41.1100.413.30430	247.00
BAUER, NANCY	17-11	11/29/2017	17-11	101.41.1100.413.30700	375.00
CARLOS SOSA VISCARRA	11/6/17	11/29/2017	PLANNING FEE REIMBURSEMENT	101.45.0000.3413000	246.00
COMCAST	11/5/17 8772 10 591 03595	11/21/2017	8772 10 591 0359526	101.42.4200.423.30700	10.54
EFTPS	INV0068998	11/24/2017	FEDERAL WITHHOLDING	101.203.2030200	53,347.73
EFTPS	INV0069000	11/24/2017	MEDICARE WITHHOLDING	101.203.2030500	13,832.70
EFTPS	INV0069001	11/24/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	41,720.34
EMERGENCY RESPONSE SOLUTIONS	9754	11/29/2017	11/13/17	101.42.4200.423.60065	5,627.56
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0068983	11/24/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0068984	11/24/2017	HSA ELECTION-SINGLE	101.203.2032500	3,721.85
GENESIS EMPLOYEE BENEFITS ACH ONLY	11/30/17	11/30/2017	FLEX COMP DEPEND CARE	101.203.2031500	3,227.68
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.42.4000.421.30550	267.40
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.43.5000.441.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	101.45.3300.419.30550	29.50
HIDEAWAY SHOOTING RANGE LLC	11/10/17	11/29/2017	11/10/17	101.42.4000.421.60018	550.00
ICMA RETIREMENT TRUST - 457	INV0068985	11/24/2017	ICMA-AGE <49 %	101.203.2031400	5,360.08
ICMA RETIREMENT TRUST - 457	INV0068986	11/24/2017	ICMA-AGE <49 %	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0068987	11/24/2017	ICMA-AGE 50+ %	101.203.2031400	1,451.58
ICMA RETIREMENT TRUST - 457	INV0068988	11/24/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0068989	11/24/2017	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0068996	11/24/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0068997	11/24/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
LANGUAGE LINE SERVICES	4192169	11/21/2017	9020909043	101.42.4000.421.50020	89.22
LEVANDER, GILLEN & MILLER P.A.	10/31/17 92000E	11/21/2017	92000E	101.42.4000.421.30410	19,515.77
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Community I	11/22/2017	Legal	101.45.3000.419.30420	252.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Concord Hill	11/22/2017	Legal	101.43.5000.441.30420	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Council Mee	11/22/2017	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Dakota Pedit	11/22/2017	Legal	101.43.5100.442.30420	105.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Engineering	11/22/2017	Legal	101.43.5100.442.30420	1,545.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Highway 3 M	11/22/2017	Legal	101.43.5100.442.30420	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Inspections	11/22/2017	Legal	101.45.3300.419.30420	308.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Mayor/CC	11/22/2017	Legal	101.41.1000.413.30420	5,677.90
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Mihm Devel	11/22/2017	Legal	101.45.3200.419.30420	242.57
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Planning	11/22/2017	Legal	101.45.3200.419.30420	468.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Public Work	11/22/2017	Legal	101.43.5000.441.30420	608.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Rauschnot F	11/22/2017	Legal	101.45.3000.419.30420	92.00
LIFE SUPPORT INNOVATION	1444	11/29/2017	1444	101.42.4200.423.60065	3,031.10
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.41.1100.413.50025	17.50
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.41.1100.413.50025	218.75
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.41.1100.413.50025	26.25
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.41.1100.413.50025	21.88
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.45.3200.419.50025	328.13
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	101.45.3200.419.50025	35.00
M & J SERVICES, LLC	1755	11/29/2017	11/13/17	101.43.5200.443.40046	950.00
M & J SERVICES, LLC	1756	11/29/2017	11/13/17	101.43.5200.443.40046	425.00
M & J SERVICES, LLC	1757	11/29/2017	11/13/17	101.43.5200.443.40046	200.00
MARIA ISABEL MARIN	3881	11/29/2017	11/20/17	101.41.1100.413.30700	127.54
METROPOLITAN COUNCIL	OCTOBER 2017	11/22/2017	OCTOBER 2017	101.41.0000.3414000	(347.90)
MINNEAPOLIS OXYGEN CO.	00016594	11/21/2017	01910	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	00016595	11/21/2017	01915	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	20045467	11/29/2017	01915	101.42.4200.423.40042	158.43
MINNEAPOLIS OXYGEN CO.	20045468	11/29/2017	01910	101.42.4200.423.40042	136.81
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0068981	11/24/2017	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0068982	11/24/2017	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	INV0068657	11/10/2017	STATE WITHHOLDING	101.203.2030300	20,220.94
MN DEPT OF REVENUE	INV0068662	11/10/2017	STATE WITHHOLDING	101.203.2030300	15.09
MN DEPT OF REVENUE	INV0068999	11/24/2017	STATE WITHHOLDING	101.203.2030300	20,920.62
MN FIRE SERVICE CERT BOARD	5219	11/21/2017	11/14/17	101.42.4200.423.30700	980.00
MOORE MEDICAL LLC	99686899	11/21/2017	21185816	101.42.4200.423.60065	198.86
OXYGEN SERVICE COMPANY, INC	03388724	11/21/2017	04394	101.42.4000.421.60065	32.61
PERA	INV0068990	11/24/2017	PERA COORDINATED PLAN	101.203.2030600	36,146.52
PERA	INV0068991	11/24/2017	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,780.53
PERA	INV0068992	11/24/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0068993	11/24/2017	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0068994	11/24/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,474.75
PERA	INV0068995	11/24/2017	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	21,712.13
PETTY CASH	11/17/17	11/22/2017	PETTY CASH REQUEST	101.45.3300.419.50075	14.45
PETTY CASH	11/17/17	11/22/2017	PETTY CASH REQUEST	101.45.3300.419.50080	12.20
PINE BEND PAVING, INC.	17-774	11/29/2017	11/1	101.43.5200.443.60016	519.38
PINE BEND PAVING, INC.	17-803	11/29/2017	11/4/17	101.43.5200.443.40046	5,485.50
SETS DESIGN INC.	15720	11/21/2017	11/14/17	101.42.4000.421.60006	1,937.00
SOUTH ST PAUL, CITY OF	7/10/17-10/2/17	11/21/2017	053446	101.207.2070900	35.70
SPRINGSTED, INC.	000443.110-3	11/29/2017	11/15/17	101.41.1100.413.30500	9,245.00
SPRINT	842483314-191B	11/29/2017	Telephone	101.41.1000.413.50020	(34.99)
SPRINT	842483314-192	11/29/2017	Telephone	101.41.1100.413.50020	34.99
SPRINT	842483314-192	11/29/2017	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-192	11/29/2017	Telephone	101.45.3000.419.50020	69.98
STREICHER'S	11287618	11/21/2017	285	101.42.4000.421.60010	145.98
T. A. SCHIFSKY & SONS, INC.	62294	11/29/2017	STREETS	101.43.5200.443.60016	2,792.20
THOMSON REUTER - WEST	837088336	11/21/2017	10/1/17	101.42.4000.421.30700	199.56
U.S. HEALTHWORKS	0077264-MN	11/29/2017	006745	101.41.1100.413.30500	460.00
UNIFIRST CORPORATION	090-0390689	11/29/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0390689	11/29/2017	1051948	101.44.6000.451.60045	24.47
Fund: 101 - GENERAL FUND					320,384.12
FRANKLIN OUTDOOR ADVERTISING - KEITH A. F	83542	11/29/2017	11/8/17	201.44.1600.465.50025	11,140.00
INVER GROVE HEIGHTS HOCKEY ASSOC	3478	11/29/2017	11/4/17	201.44.1600.465.50025	500.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8605	11/29/2017	11/17/17	201.44.1600.465.50025	1,100.00
Fund: 201 - C.V.B. FUND					12,740.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	204.44.6100.452.30550	14.69
Fund: 204 - RECREATION FUND					14.69
AEP ONSITE PARTNERS, LLC	419-21092505	11/21/2017	11/6/17	205.44.6200.453.40010	2,613.63
AEP ONSITE PARTNERS, LLC	419-21092505	11/21/2017	11/6/17	205.44.6200.453.40010	2,495.74
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	205.44.6200.453.30550	38.19
HUEBSCH SERVICES	3972413	11/21/2017	92965	205.44.6200.453.40040	66.14
HUEBSCH SERVICES	3972413	11/21/2017	92965	205.44.6200.453.40040	282.01
RECREATION SUPPLY COMPANY	331027	11/21/2017	WS231900	205.44.6200.453.60040	67.95
Fund: 205 - COMMUNITY CENTER					5,605.96
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	290.45.3000.419.30550	1.47
Fund: 290 - EDA OPERATING					1.47
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 McPhillips	11/22/2017	Legal	291.45.3000.419.30420	1,031.49
SCHUSTER DIANE & DOUG	11/20/17	11/21/2017	RELOCATION COSTS 1 YEAR	291.45.3000.419.80100	19,600.00
Fund: 291 - EDA ACQUISITIONS					20,631.49
METROPOLITAN COUNCIL	OCTOBER 2017	11/22/2017	OCTOBER 2017	404.217.2170000	2,460.15
METROPOLITAN COUNCIL	OCTOBER 2017	11/22/2017	OCTOBER 2017	404.217.2170000	34,790.00
Fund: 404 - SEWER CONNECTION FUND					37,250.15
EHLERS AND ASSOCIATES, INC.	75350	11/21/2017	11/14/17	434.42.4200.423.30150	1,375.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Fire Station	11/22/2017	Legal	434.42.4200.423.30420	10,471.87
REHDER & ASSOCIATES INC	6208	11/29/2017	11/10/17	434.42.4200.423.80100	8,936.00
Fund: 434 - 2014 IMPROVEMENT FUND					20,782.87
CIMCO REFRIGERATION INC	PAY REQUEST NO. 4	11/21/2017	CITY PROJECT NO. 2017-05	437.44.5900.737.80200	28,025.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Heritage Par	11/22/2017	Legal	437.44.5900.737.30420	852.00
WENCK ASSOCIATES, INC.	11707678	11/21/2017	B3619-0002	437.73.5900.737.30700	427.70
Fund: 437 - 2017 IMPROVEMENT FUND					29,304.70
DCA TITLE	11/1/17	11/21/2017	2015-09D BRODERICK BLVD	440.74.5900.740.30700	6,900.00
DCA TITLE	11/1/17 93RD ST & ABIGA	11/21/2017	93RD & ABIGAIL COURT	440.74.5900.740.30700	5,175.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1509D Bro	11/22/2017	Legal	440.74.5900.740.30420	3,645.45
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1709E-93rc	11/22/2017	Legal	440.74.5900.740.30420	287.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					16,007.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH ST PAUL, CITY OF	7/10/17-10/2/17	11/21/2017	053446	441.207.2070800	63.06
Fund: 441 - STORM WATER MANAGEMENT					63.06
KIMLEY-HORN & ASSOCIATES, INC.	10200140	11/29/2017	160547020.3	446.74.5900.746.30300	394.86
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1503-65th	11/22/2017	Legal	446.74.5900.746.30420	377.70
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1512-Impr	11/22/2017	Legal	446.74.5900.746.30420	121.50
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1513-Impr	11/22/2017	Legal	446.74.5900.746.30420	1,215.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 #1724 65th	11/22/2017	Legal	446.74.5900.746.30420	661.50
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	446.74.5900.746.50025	48.13
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	446.74.5900.746.50025	61.25
Fund: 446 - NW AREA					2,879.94
EHLERS AND ASSOCIATES, INC.	75352	11/29/2017	11/14/17	451.75.5900.751.30150	4,015.00
JOEL CARLSON	DECEMBER 2017	11/29/2017	DECEMBER 2017	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					5,015.00
BRO-TEX INC.	499209	11/21/2017	0001	454.43.5500.446.40025	378.00
Fund: 454 - LANDFILL ABATEMENT					378.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	501.50.7100.512.30550	45.23
MN DEPT OF HEALTH	10/1/17-12/31/17	11/29/2017	1190014	501.207.2070100	12,322.00
MN GLOVE & SAFETY, INC.	303441	11/29/2017	CTINVE	501.50.7100.512.60045	59.98
R.L. LARSON EXCAVATING	PERMIT #1709	11/29/2017	REFUND HYDRANT PERMIT #1709	501.207.2070300	(66.00)
R.L. LARSON EXCAVATING	PERMIT #1709	11/29/2017	REFUND HYDRANT PERMIT #1709	501.50.0000.3813000	(926.40)
R.L. LARSON EXCAVATING	11/15/17	11/29/2017	REFUND HYDRANT PERMIT #1714	501.207.2070300	(5.34)
R.L. LARSON EXCAVATING	11/15/17	11/29/2017	REFUND HYDRANT PERMIT #1714	501.50.0000.3813000	(75.00)
SOUTH ST PAUL, CITY OF	7/10/17-10/2/17	11/21/2017	053446	501.50.7100.512.40005	300.25
VALLEY-RICH CO, INC	24855	11/29/2017	R170599 11/08	501.50.7100.512.60016	3,269.00
Fund: 501 - WATER UTILITY FUND					14,923.72
DUKE'S ROOT CONTROL, INC.	13462	11/29/2017	M6B1M	502.51.7200.514.40043	8,088.46
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	502.51.7200.514.30550	23.23
SOUTH ST PAUL, CITY OF	7/10/17-10/2/17	11/21/2017	053446	502.51.7200.514.40015	497.94
Fund: 502 - SEWER UTILITY FUND					8,609.63
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	503.52.8600.527.30550	18.00
NAPA OF INVER GROVE HEIGHTS	5342-514310	11/29/2017	4165	503.52.8600.527.40042	160.68
NAPA OF INVER GROVE HEIGHTS	5342-514760	11/29/2017	4165	503.52.8600.527.60012	32.12
NATURE CALLS, INC.	25479	11/29/2017	10/31/17	503.52.8600.527.40065	124.27
PUFFY CREAM DONUTS	1759	11/29/2017	11/1/17	503.52.8300.524.76050	105.52
TITLEIST	904741043	11/29/2017	US00008363	503.52.8200.523.76400	97.23
TWIN CITY SAW	A22867	11/29/2017	11/9/17	503.52.8600.527.40042	100.49
Fund: 503 - INVER WOOD GOLF COURSE					656.31
BJORKLUND COMPENSATION CONSULTING, LL	00003816	11/29/2017	11/9/17	602.00.2100.415.30700	750.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	602.00.2100.415.30550	1.27
LEAGUE OF MN CITIES INS TRUST	11/6/17	11/21/2017	40001322	602.00.2100.415.50009	119,461.00
LEAGUE OF MN CITIES INS TRUST	3063	11/21/2017	LMCIT 3063 DEDUCTIBLE	602.00.2100.415.70200	3,583.75
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 EdgeGrove	11/22/2017	Legal	602.00.2100.415.30420	96.00
Fund: 602 - RISK MANAGEMENT					123,892.02
CENTENNIAL GLASS	I00007242	11/29/2017	8/21/17	603.00.5300.444.40041	50.00
EHLERS AND ASSOCIATES, INC.	75351	11/29/2017	11/14/17	603.00.5300.444.70600	3,630.00
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	603.00.5300.444.30550	12.74
KIMBALL MIDWEST	5959851	11/29/2017	222006	603.00.5300.444.60012	556.07
MANSFIELD OIL COMPANY	555773	11/29/2017	23866-01-555773	603.140.1450060	5,297.58
MANSFIELD OIL COMPANY	556267	11/29/2017	23866-02-556267	603.140.1450060	1,280.95
MANSFIELD OIL COMPANY	556361	11/29/2017	23866-01-556361	603.140.1450060	1,042.12
MANSFIELD OIL COMPANY	556822	11/29/2017	23866-02-556822	603.140.1450060	9,477.27
MID CITY SERIVCES, INC.	69025	11/29/2017	11/10	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	OCTOBER 2017	11/23/2017	OCTOBER 2017 PETRO TAX	603.00.5300.444.60021	340.01
MTI DISTRIBUTING CO	1146175-00	11/29/2017	91180	603.00.5300.444.40041	118.78
MTI DISTRIBUTING CO	1146897-00	11/29/2017	91180	603.00.5300.444.40041	112.82
O' REILLY AUTO PARTS	1767-298331	11/29/2017	1578028	603.00.5300.444.40041	114.60
O' REILLY AUTO PARTS	1767-298369	11/29/2017	1578028	603.140.1450050	33.02
O' REILLY AUTO PARTS	1767-298469	11/29/2017	1578028	603.00.5300.444.40041	327.60
O' REILLY AUTO PARTS	1767-298471	11/29/2017	1578028	603.00.5300.444.40041	8.10
O' REILLY AUTO PARTS	1767-298515	11/29/2017	1578028	603.00.5300.444.40041	(8.10)
O' REILLY AUTO PARTS	1767-298541	11/29/2017	1578028	603.00.5300.444.60040	16.99
O' REILLY AUTO PARTS	1767-298545	11/29/2017	1578028	603.140.1450050	23.13
SUNSOURCE	4880973-00	11/21/2017	49491266	603.00.5300.444.40041	1,518.15
UNIFIRST CORPORATION	090-0390689	11/29/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090-0390689	11/29/2017	1051948	603.00.5300.444.60045	39.67
WESTERN PETROLEUM COMPANY	97528570-41801	11/29/2017	112741	603.140.1450050	1,393.00
WESTERN PETROLEUM COMPANY	97529656-41801	11/29/2017	112741	603.00.5300.444.40041	254.10
Fund: 603 - CENTRAL EQUIPMENT					25,854.53

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANCORP EQUIPMENT FINANCE, INC.	342962172	11/21/2017	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
AEP ONSITE PARTNERS, LLC	419-21092505	11/21/2017	11/6/17	605.00.7500.460.40010	1,387.97
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	605.00.7500.460.30550	3.50
LONE OAK COMPANIES	76503	11/21/2017	10/31/17	605.00.7500.460.50035	485.28
LONE OAK COMPANIES	11/17/17	11/21/2017	UTILITY BILLING POSTAGE	605.00.7500.460.50035	1,449.00
SPOK, INC.	A0317493W	11/21/2017	0317493-5	605.00.7500.460.40065	4.58
Fund: 605 - CITY FACILITIES					3,330.33
GENESIS EMPLOYEE BENEFITS, INC	IN1132573	11/21/2017	Payroll	606.00.1400.413.30550	25.70
Fund: 606 - TECHNOLOGY FUND					25.70
CALATLANTIC HOMES	11/6/17	11/21/2017	ESCROW REFUNDS	702.229.2283502	9,142.51
CALATLANTIC HOMES	11/6/17	11/21/2017	ESCROW REFUNDS	702.229.2286101	1,918.60
CLASSIC CONSTRUCTION	10/21/17	11/21/2017	IRREVOCABLE LETTER OF CREDIT	702.229.2293702	3,864.82
EMMONS & OLIVIER RESOURCES	00095-0055-5	11/29/2017	IGH	702.229.2287302	1,533.85
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Bebel CGA (	11/22/2017	Legal	702.229.2290602	385.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Briguet CGA	11/22/2017	Legal	702.229.2300301	227.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Crosby Heig	11/22/2017	Legal	702.229.2296702	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Eggert Enchr	11/22/2017	Legal	702.229.2301701	105.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Eternity Hon	11/22/2017	Legal	702.229.2307301	128.17
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Eternity Hon	11/22/2017	Legal	702.229.2308101	128.17
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Forfeiture-Di	11/22/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Forfeiture-Je	11/22/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Forfeiture-Lc	11/22/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Forfeiture-St	11/22/2017	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Glenn Clark	11/22/2017	Legal	702.229.2308701	105.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Inver Grove	11/22/2017	Legal	702.229.2300402	406.03
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Levi Drainag	11/22/2017	Legal	702.229.2285302	116.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Police-Forfe	11/22/2017	Legal	702.229.2291000	144.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 River Height	11/22/2017	Legal	702.229.2305402	1,230.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Scott Patnoc	11/22/2017	Legal	702.229.2283901	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Spotts Cust	11/22/2017	Legal	702.229.2286002	275.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Travel Tags	11/22/2017	Legal	702.229.2302701	105.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/17 Wakota Stor	11/22/2017	Legal	702.229.2288601	352.00
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	702.229.2283801	30.63
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	702.229.2286402	64.40
LILLIE SUBURBAN NEWSPAPERS	10/31/17 001363	11/15/2017	Advertising/Publishing	702.229.2286702	30.63
MAX STEININGER, INC.	11/6/17	11/21/2017	ESCROW REFUND	702.229.2292201	2,433.37
R.L. LARSON EXCAVATING	PERMIT #1709	11/29/2017	REFUND HYDRANT PERMIT #1709	702.229.2294300	1,000.00
R.L. LARSON EXCAVATING	11/15/17	11/29/2017	REFUND HYDRANT PERMIT #1714	702.229.2294300	1,000.00
RAMSEY COUNTY SHERIFF'S DEPT	62VB15881503620	11/22/2017	ORLANDO JUNIOR ORTIZ	702.229.2291000	300.00
ROSEMOUNT STORAGE	10/30/17	11/21/2017	PLANNING FEE REIMBURSEMENT	702.229.2288601	828.50
SHORT ELLIOTT HENDRICKSON, INC.	340529	11/29/2017	4340	702.229.2294501	981.07
Fund: 702 - ESCROW FUND					26,961.75
Grand Total					677,867.89

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2018 CITY COUNCIL MEETING SCHEDULE

Meeting Date: December 11, 2017
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Accept the 2018 City Council Meeting Schedule

SUMMARY The proposed 2018 calendar again reflects holding City Council work sessions on the first Monday of each month.

We will again hold the Commission Recognition/Appreciation Dinner that began in 2012 in April. The date has yet to be determined.

Commission appointments are scheduled as a separate, special meeting on May 21, 2018

At this time the schedule does not include any other special meetings; i.e. budget, joint meetings with other cities, etc.

This calendar is modified from time to time. Council is provided with an updated meeting schedule as warranted throughout the year.

RECOMMENDATION: Staff recommends the Council review and approve the proposed 2018 meeting schedule.

**2018 CITY COUNCIL MEETING SCHEDULE
INVER GROVE HEIGHTS**

REGULAR MEETINGS 7:00 P.M.	WORK SESSION MEETINGS 6:00 P.M.	HOLIDAYS CITY HALL CLOSED
JANUARY 8 JANUARY 22	JANUARY 2	JANUARY 1 – New Year's Day JANUARY 15 - Martin Luther King, Jr.
FEBRUARY 12 FEBRUARY 26	FEBRUARY 5	FEBRUARY 19 - President's Day
MARCH 12 MARCH 26	MARCH 5	March 30th- Good Friday 1/2 day
APRIL 9 APRIL 23	APRIL 2 APRIL TBD – Commission Appreciation Dinner @ 6 p.m.	
MAY 14 MAY 29 Tuesday	MAY 7 MAY 21– Commission Interviews and Appointments @ 7 p.m.	MAY 28 - Memorial Day
JUNE 11 JUNE 25	JUNE 4	
JULY 9 JULY 23	JULY 2	JULY 4 – Fourth of July
AUGUST 13 AUGUST 27	AUGUST 6	
SEPTEMBER 10 SEPTEMBER 24	SEPTEMBER 4	SEPTEMBER 3 - Labor Day
OCTOBER 8 OCTOBER 22	OCTOBER 1	
NOVEMBER 13 (Tuesday) NOVEMBER 26	NOVEMBER 5	NOVEMBER 12 - Veterans Day NOVEMBER 22 & 23 - Thanksgiving
DECEMBER 10	DECEMBER 3	DECEMBER 24 - Christmas Eve (½ Day) DECEMBER 25 - Christmas Day

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE 2018 MEETING SCHEDULE OF ADVISORY COMMISSIONS

Meeting Date: December 11, 2017
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Accept the attached meeting schedules for 2018.

SUMMARY Section 2-1-6 of the City Code specifies that each commission and task force shall file a schedule of regular meetings with the City Clerk.

Each of the City's Advisory Commissions Planning, Environmental, Parks and Recreation, and Housing Committee and Convention and Visitors Bureau has submitted their schedules of regular meetings for 2018, and they are attached. Also included is the Economic Development Authority's proposed schedule.

Staff recommends the Council review and accept the attached schedule of meetings for 2018. These meeting dates and times will be kept on file with the City Clerk.

PLANNING COMMISSION MEETING SCHEDULE FOR 2018

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 2, 2018	7:00 p.m.
Tuesday, January 16, 2018	7:00 p.m.
Tuesday, February 6, 2018	7:00 p.m.
Tuesday, February 20, 2018	7:00 p.m.
Tuesday, March 6, 2018	7:00 p.m.
Tuesday, March 20, 2018	7:00 p.m.
Tuesday, April 3, 2018	7:00 p.m.
Tuesday, April 17, 2018	7:00 p.m.
Tuesday, May 1, 2018	7:00 p.m.
Tuesday, May 15, 2018	7:00 p.m.
Tuesday, June 5, 2018	7:00 p.m.
Tuesday, June 19, 2018	7:00 p.m.
Tuesday, July 3, 2018	7:00 p.m.
Tuesday, July 17, 2018	7:00 p.m.
Tuesday, August 7, 2018	7:00 p.m.
Tuesday, August 21, 2018	7:00 p.m.
Tuesday, September 4, 2018	7:00 p.m.
Tuesday, September 18, 2018	7:00 p.m.
Tuesday, October 2, 2018	7:00 p.m.
Tuesday, October 16, 2018	7:00 p.m.
Wednesday, November 7, 2018*	7:00 p.m.
Tuesday, November 20, 2018	7:00 p.m.
Tuesday, December 4, 2018	7:00 p.m.
Tuesday, December 18, 2018	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

** The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

Environmental Commission Schedule for 2018:

January 25
February 22
March 22
April 26
May 24
June 28
July 26
August 23
September 27
October 25
November 15
December 27

Parks and Recreation Commission 2018

1/10/18

2/21/18

3/21/18

4/11/18

5/9/18

6/13/18

7/11/18

8/8/18

9/12/18

10/10/18

11/14/18

12/12/18

HOUSING COMMITTEE MEETING SCHEDULE FOR 2018

The Housing Committee meets on the second Tuesday of the month at 5:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 9, 2018	5:00 p.m.
Tuesday, March 13, 2018	5:00 p.m.
Tuesday, May 8, 2018	5:00 p.m.
Tuesday, September 11, 2018	5:00 p.m.
Tuesday, November 13, 2018	5:00 p.m.



2018 IGH CVB Board Meetings
River Heights/IGH CVB Office Thursdays, 9:30am

January 25, 2018

February 22, 2018

March 22, 2018

April 26, 2018

May 24, 2018

June 28, 2018

August 23, 2018

September 27, 2018

October 25, 2018

November 15, 2018

December 20, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Spartan End Zone Club – Consider Application for Off-Site Gambling Permit at Simley High School on September 28, 2018.

Meeting Date: December 11, 2017
Item Type: Consent
Contact: 651.450.2513
Prepared by: Michelle Tesser, City Clerk
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider Approval of the Resolution for Spartan End Zone Club Off-Site Gambling permit on September 28, 2018 at Smiley High School, 2920 80th Street E.

SUMMARY:

Spartan End Zone Club has submitted an application for an off-site gambling permit to conduct a raffle drawing for a motorcycle at Simley High School on September 28, 2018.

Spartan End Zone Club is licensed as a gambling entity. It is required by the State of Minnesota Gambling Control Board to get prior approval from the City by Resolution. Ms. Dianne Rassman is the gambling manager, she will continue to work with the State's Gambling Control Board to make sure she is following the proper rules and procedure associated with off-site gambling.

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

RESOLUTION NO.

**RESOLUTION APPROVING THE APPLICATION OF
SPARTAN END ZONE CLUB TO CONDUCT OFF-SITE GAMBLING ON SEPTEMBER 28,
2018 AT SIMLEY HIGH SCHOOL, 2920 80th STREET EAST
INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes requires Cities to approve by Resolution any Off-Site Gambling Activity conducted in their City by any licensed Gambling Organization,

WHEREAS, Spartan End Zone Club is a licensed gambling premise in the City of Inver Grove Heights,

WHEREAS, Spartan End Zone Club has submitted an application to Conduct Off-Site Gambling at Simley High School located at 2920 80th Street East Inver Grove Heights, and

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the Resolution and application for Off-Site Gambling on September 28, 2018 at Simley High School, subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling.

FURTHER, to direct the City Clerk to forward of copy of this Resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 11th day December, 2017

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****DESIGNATE OFFICIAL NEWSPAPER FOR 2018**

Meeting Date: December 11, 2017
Item Type: Consent
Contact: 651-450-2513
Prepared by: Michelle Tesser, City Clerk
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider designation of the official newspaper serving Inver Grove Heights for 2018

SUMMARY:

The City Council designates the official city newspaper for publication of legal notices annually. The South-West Review is the current official newspaper. It is a one weekly issue "free" paper.

The Pioneer Press has submitted a bid to be the city's official designated paper. Their circulation for Sunday full run is 227,064, the every day circulation of Dakota County is 42,564. The Inver Grove Heights circulation is 7,088. The Pioneer Press proposed rate for one-time publication is \$6.00 per column inch. The rate for each additional publication is \$5.50 per column inch.

The South-West Review submitted a request to be considered as the City's official newspaper for 2018. Their circulation for Dakota County is 5,000. The Inver Grove Heights circulation is 2,995. The South-West Review's proposed rate for one-time publication is \$5.75 per column inch. The rate for each additional publication is \$5.25 per column inch. Please note that the South-West Review's 2017 rate was \$8.75 for a one-time publication per column inch. This rate is considerably lower than it has been in several years.

It's staffs recommendation to consider designating the South-West Review as the City's official newspaper for 2018 in order to stay within the expectations of the community on official publications and maintain continuity.

Lillie Suburban Newspapers, Inc.

2515 E. Seventh Avenue
North St. Paul, MN 55109
(651) 777-8800

December 4, 2017

Michelle Tesser, City Clerk
City of Inver Grove Heights
8150 Barbara Avenue East
Inver Grove Heights, MN 55075

Dear Ms. Tesser:

Thank you for the opportunity to bid on public notice publication services for the City of Inver Grove Heights. Lillie Suburban Newspapers has been serving the needs of the Inver Grove Heights area for 39 years, and is pleased to provide ongoing coverage of city government and school issues and community events.

Lillie Suburban Newspapers is the oldest weekly newspaper company in the St. Paul area. It was founded in 1938 by the late T. R. Lillie. His grandsons, Jeffery Enright and Ted H. Lillie, are continuing the family tradition of publishing award-winning community newspapers in the St. Paul suburbs.

It is our sincere desire to provide the best possible local news coverage in the Inver Grove Heights area. Our experienced news staff provides readers with a well-balanced, lively and informative product each week. We realize that Inver Grove Heights area residents look to the *South-West Review* as one of their primary sources of information about city activities and meetings, and we will continue to publish the city's press releases and photos.

The *South-West Review* has the official designation of the neighboring communities and school districts.

3 P.M. Wednesday is the deadline each week for submitting public notices to our office. Public notices should be directed to Kitty Sundberg, Lillie Suburban Newspapers, 2515 E. Seventh Ave., North St. Paul, MN 55109. Our fax number is 651/777-8288. Notices may also be sent via e-mail to:

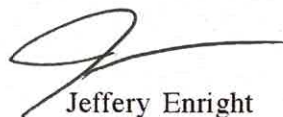
legals@lillienews.com

Legal publication rates for minutes, advertisements for bids and other notices are as follows:

\$5.75 per column inch for a one-time publication
\$5.25 per column inch for each additional publication

Thank you for considering the *South-West Review* as the official legal newspaper for the City of Inver Grove Heights for 2018. If you have any further questions, don't hesitate to call us.

Sincerely,



Jeffery Enright
Publisher



Ramsey County Review • Maplewood Review • Oakdale-Lake Elmo Review • Review Perspectives
New Brighton Bulletin • Shoreview Bulletin • St. Anthony Bulletin • South-West Review
Roseville-Little Canada Review • Woodbury-South Maplewood Review • East Side Review

Michelle Tesser
City of Inver Grove Heights

Michelle –

Thank you for the opportunity to bid on the public notice publications for the City of Inver Grove Heights.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices are as follows:

\$6.00 per column inch for a one-time publication
\$5.50 per column inch for each additional publication

Our circulation numbers for Sunday Full Run are as follows:

Full Run – 227,064

*All notices will be published full run.

Deadline to submit a notice is 12pm the day prior to the day you'd like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. All legal notices can be emailed to Emily Kunz ekunz@pioneerpress.com and legals@pioneerpress.com.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for the City of Inver Grove Heights for 2018. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

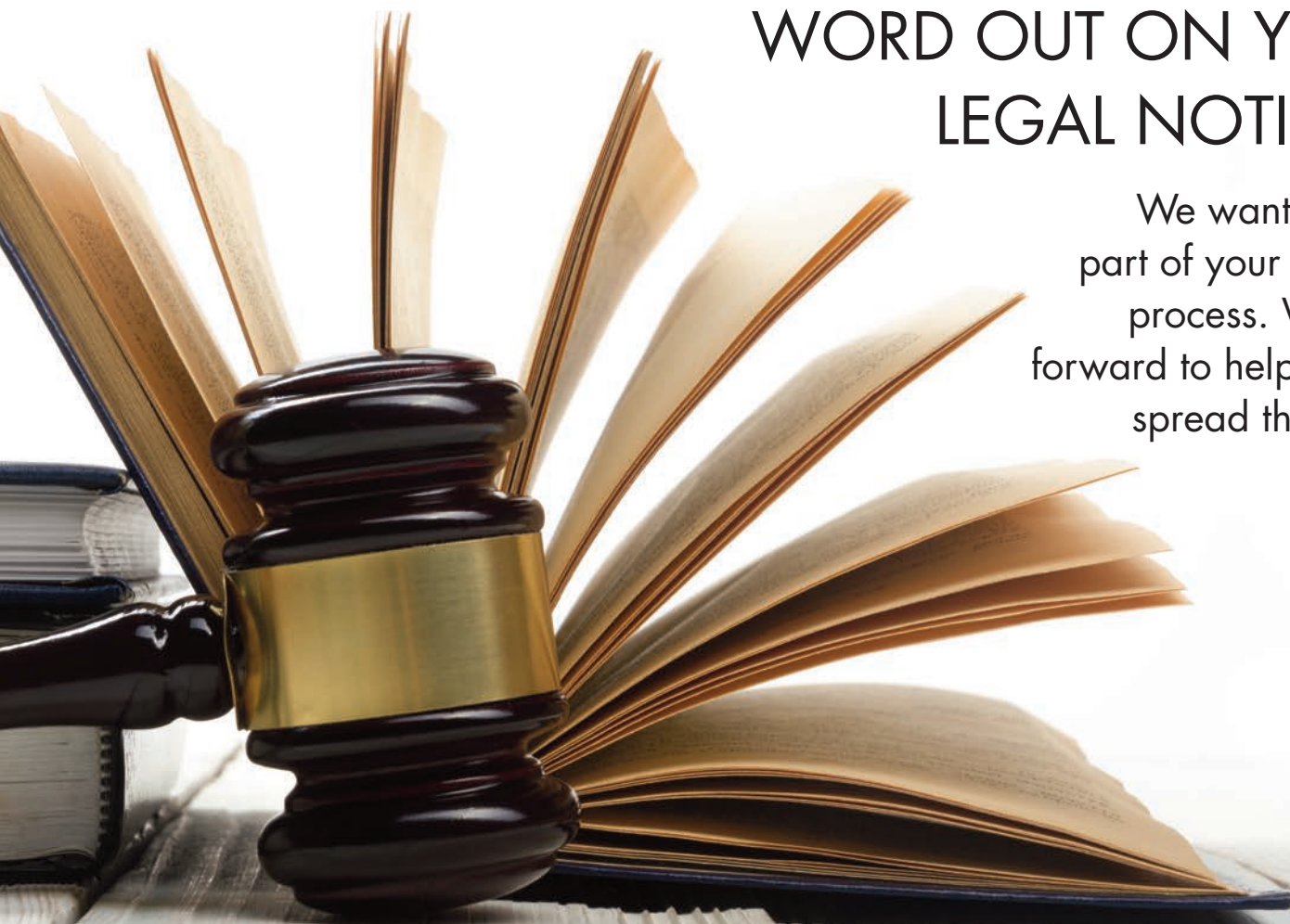


Rod Rankin – Marketplace General Manager



LET US HELP GET THE WORD OUT ON YOUR LEGAL NOTICES.

We want to be a
part of your bidding
process. We look
forward to helping you
spread the word.



Ramsey County | Washington County | Dakota County | Northern Suburbs | Wisconsin

7 OUT OF **10** Newspaper reading households in the
East Metro choose the Pioneer Press

Reach **200,000+** Audience with Legal Notices in the Pioneer Press

We will work with
your budget to give you
the best audience –
priced right!



SEND US YOUR RFP REQUESTS OR DIRECT US TO THE FORMS ON YOUR WEBSITE

WE LOOK FORWARD TO DOING BUSINESS WITH YOU!

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Acceptance of Babcock Trail Feasibility Study

Meeting Date: December 11, 2017

Item Type: Regular Meeting

Contact: Eric Carlson – 651.450.2587

Prepared by: Eric Carlson

Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

☐
☐
☐
☐
☐
☒

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other

PURPOSE/ACTION REQUESTED

Accept the Babcock Trail Feasibility Report developed by WSB & Associates, Inc.

SUMMARY

The City of Inver Grove Heights completed a Trail Gap Study in 2011 and the study identified many “gaps” in the city’s trail/sidewalk network. Since then, the City has pursued closing these “gaps” at opportune times in conjunction with development, street improvement project and/or park improvement projects.

This past year the City received a \$20,000 grant from the Dakota County Public Health Department and the Statewide Health Improvement Program to do a feasibility study for Babcock Trail north of Upper 55th. The purpose of the grant was to fund the hiring of a consultant that would assist the City in developing alternatives, host meetings with stakeholders, and developing a 30% set of engineering plans for the preferred trail plan(s).

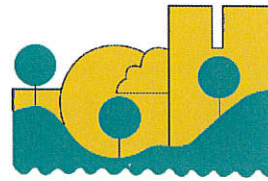
In October/November 2016 the City hired WSB & Associates Inc., to perform a feasibility study and the included the following scope of work:

- Develop and assess potential pedestrian and bicycle infrastructure improvements for County Road 73 between Upper 55th and Interstate 494
- Identify preferred improvements
- Develop cost estimates for evaluated improvements
- Develop and assess potential connections to existing non-motorized transportation infrastructure and transit in the corridor
- Complete preliminary engineering (30% plan set) for the preferred improvement
- Evaluate benefits and impacts to SHIP priority populations

In November 2017, the Council reviewed a draft of the Feasibility Study and was comfortable with the report. Recommendations are as follows:

- Work with CHS Inc. on right-of-way acquisition and Dakota County on a funding partnership to construct a 10' bituminous trail on the east side of County Road 73 (Babcock Trail) from Upper 55th to Interstate 494 with a goal of construction during the 2019 construction season.
- Work with Dakota County on a funding partnership to construct a 5' concrete sidewalk on the west side of County Road 73 (Babcock Trail) from Upper 55th to Greystone Drive coordinating construction with the reconstruction of Upper 55th between Hwy 3 and County Road 73 (Babcock Trail).
- Work with Dakota County and Independent School District 199 to fund a Safe Routes to School Study for future consideration of pedestrian improvements south of Upper 55th.

The Parks and Recreation Commission is also recommending a pedestrian actuated signal be installed at Greystone. This recommendation would need to be reviewed by City and County staff and must follow all applicable traffic and safety standards.



Dakota
COUNTY

FEASIBILITY STUDY

COUNTY ROAD 73 / BABCOCK
TRAIL FROM I-494 BRIDGE TO
63RD STREET EAST

December 2017

Prepared for:
City of Inver Grove Heights and Dakota County

WSB PROJECT NO. 1702-28



County Road 73 / Babcock Trail Feasibility Study

PRELIMINARY DESIGN

County Road 73 / Babcock Trail from I-494 Bridge to 63rd Street East

Prepared By:

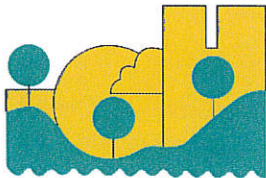


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Appendix 1 – 30% Preliminary Design Plans

Appendix 2 – Opinion of Probable Costs

Executive Summary

The City of Inver Grove Heights, Minnesota had identified the corridor of County Road 73/Babcock Trail, between Upper 55th Street East and the bridge over Interstate 494 (I-494), as a high priority location to conduct a feasibility study for pedestrian and bicycle infrastructure. At the start of the planning study, the City of Inver Grove Heights (the City) and Dakota County expanded the study area to extend south down to 63rd Street East. This report summarizes the design process, design option considerations that were investigated, and the feasibility of implementing the preliminary design.

The feasibility study separates the corridor into two sections: one starting at the I-494 bridge to Upper 55th Street East, and the second from Upper 55th Street East to 63rd Street East.

The north section of the Babcock Trail corridor (North Babcock segment) starts at the I-494 bridge. The bridge has wide shoulders with a pedestrian walkway on the east side of the bridge that connects to a pedestrian walkway on the north side of I-494. The walkway ultimately connects into the River to River trail system and some large commercial areas. The north section of Babcock Trail has varying road widths and conditions, contains numerous public transit stops, and traverses past high density housing units and the headquarters site of CHS which is a large cooperative owned by farmers, ranchers and co-ops across the United States. There is an existing trail on the north side of Upper 55th at the intersection with Babcock Trail that extends east and connects to a larger system of sidewalks and community trail systems. These systems provide connections to the greater community, as well as destination areas including various commercial areas with restaurants on the west side of Highway 52, the Mississippi River Trail system, and Swing Bridge trailhead. Creating a pedestrian route in the north section of Babcock Trail would close off a gap providing an important connection for the community. The City also prepared a separate planning study for a trail along Upper 55th Street to South Robert Trail to complete the trail to the west.

The South Babcock segment of the corridor starts from Upper 55th Street East and continues south to 63rd Street East. There is an existing sidewalk along the north side of 63rd Street that goes east and connects to the larger community trail network system. This section of Babcock Trail is very narrow with numerous constraints along the corridor, such as areas with limited right-of-way, drainage ditches on both sides of the roadway, and overhead utilities. It has many single-family homes along the route as well as the Salem Hills Elementary School. Due to the importance of providing a pedestrian connection to the school, this section of the corridor was added to the overall planning scope.

In general, impacts to properties and related costs were considered when selecting the alignment and options. The result is a layout that includes pedestrian and bicycle routes that connect the important gaps with the least amount of impacts. The preliminary preferred layout has been developed for approval by the Inver Grove Heights City Council. This report provides background, context, and justification for the preferred layout of each section of the corridor.

Preliminary Design

1 PROJECT BACKGROUND

1.1 PROJECT PRIORITY

The City had previously identified the corridor of County Road 73/Babcock Trail, between Upper 55th Street East up to the bridge over I-494, as a high priority pedestrian and bicycle gap. The area is shown within the blue circle of the **Image 1** and noted as gaps B and C.

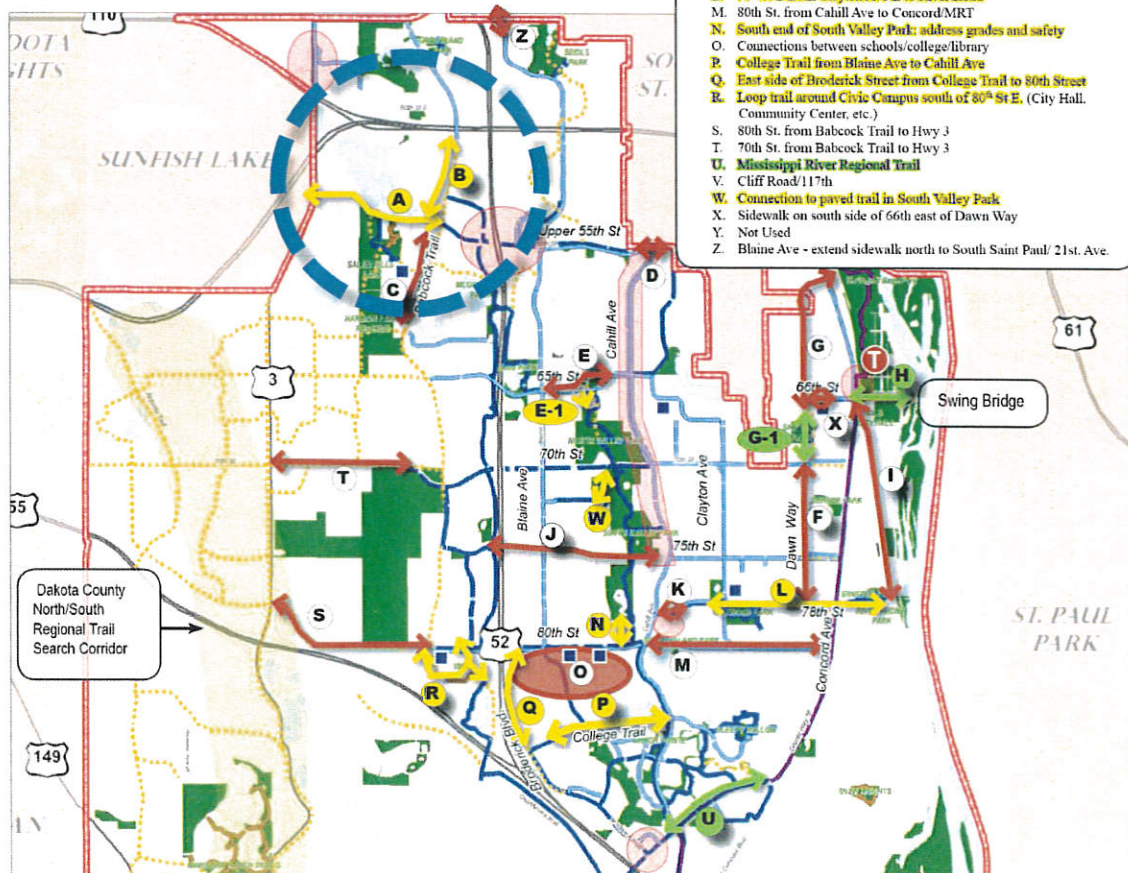
Image 1.0: Portion of the Inver Grove Heights Trail + Sidewalk Gap Map



Inver Grove Heights Trail Gap Study

DRAFT 6/1/11

Trail + Sidewalk Gap Map



The City received a grant from the Statewide Health Improvement Program (SHIP) through Dakota County with a 10 percent funding match requirement to aid in the planning study. The City selected WSB & Associates, Inc. to study the identified corridor and prepare the preliminary plan to a 30 percent design level to understand where the pedestrian and bicycle facilities could be implemented based upon existing opportunities, constraints, and corresponding site and cost factors for this identified gap location.

The goal of the study is to identify preferred pedestrian and bicycle improvements for the connection of pedestrian routes through input gathered from key stakeholders and the public as well as evaluate benefits and impacts to SHIP priority populations (people 60 or older, children, people with low incomes, or others experiencing a health disparity).

In conjunction with this study, the City also undertook a separate study of a pedestrian and bike route along Upper 55th Street East starting at Babcock Trail and extending west to South Robert Trail. This is shown as gap A on **Image 1.0**.

The City is anticipating that section one of the pedestrian and bicycle improvements along Babcock Trail from Upper 55th Street to the I-494 bridge could be completed as early as 2019, assuming the City can cooperatively fund the design and construction of the trail section.

1.2 LOCAL AND REGIONAL TRAIL CONNECTIONS

Closing the gaps within these two sections of the corridor would allow connections to the following trails that both tie into a larger community trail system that parallels Highway 52 and provides access to many community destinations:

- Trail connection at Babcock Trail and Upper 55th Street
- Sidewalk connection at 63rd Street East

It also has potential to allow for connection to the future Mendota Lebanon Regional Greenway and the following regional trail systems:

- **Mississippi River Trail**

The Mississippi River Trail (MRT) is an extensive network of trail systems and bicycle routes that run along the Mississippi River starting at the headwaters location in Itasca Park traversing to Louisiana. The MRT extends through Inver Grove Heights mainly along Concord Street South and travels through Heritage Village Park on the Mississippi community park. Dakota County has a trailhead to provide access to the Mississippi River Trail located at the Swing Bridge site in Inver Grove Heights, located just south of the park. A pedestrian trail along Babcock Trail would connect to existing community trails and a bicycle friendly route along 80th Street East and provide a route to the to MRT and trailhead.

As it extends north along the Mississippi River from Inver Grove Heights to South St. Paul, the MRT intersects with the River to River Greenway and other trail networks with 85 miles of trails in the metro region alone.

- **River to River Greenway**

The River to River Greenway creates a link between the Mississippi River and the Minnesota River. One end of the greenway is just upstream of where the Minnesota River flows into the Mississippi River. The opposite end is located where the Mississippi River flows along Kaposia Landing Park in South St. Paul. Between these two connection points lies an urban and suburban landscape full of residential neighborhoods, commercial corridors, and parks and open spaces.

The River to River Greenway area contains a rich cultural history with stories of key historical figures, movement corridors, cultural sites, and open space preservation areas. Below is the Dakota County 2030 trail map with the project area identified.

Image 1.1: Dakota County Parks, Lakes, Trails and Greenway Vision Map

Dakota County Parks, Lakes, Trails and Greenways Vision, 2030

What's New?

GREAT PLACES: Destination Parks

- * New Vermillion Highlands Park
- * More things to do in parks
 - Winter activity area
 - Gathering and celebration areas
 - Swimming and water play areas
- * More popular "park basics"
 - Enhanced picnicking
 - Biking and accessible trail loops

CONNECTED PLACES: Greenway Trails

- * "Bring parks to people" -- Linear parks connect parks, schools, lake trails, playgrounds, libraries, and the Minnesota and Mississippi Rivers.
- * Walking, biking, and in-line skating
- * Public agencies work together to create 200 miles of greenways using mostly publicly-owned land.

PROTECTED PLACES: Green Infrastructure

- * Enhance and protect park resources
- * Protect stream corridors in public/private partnerships
- * Protect natural areas and open space in public/private partnerships

DAKOTA COUNTY PARK SYSTEM and COLLABORATIVE OPEN SPACE PROTECTION

- Dakota County Parks
- Planned Vermillion Highlands Regional Park
- Federal, State, and Other Regional Open Space
- Existing and Planned Regional Greenways
- Proposed Greenway (will seek regional status)
- Example City Greenways (route concepts)
- Stream Conservation Corridors and Greenways
- Destinations: City Parks, Schools, Lakes, Libraries
- Privately-Owned Protected Farmland (FNAF)
- Private/Public Protected Natural Areas (FNAF)
- Potential Rail to Trail Opportunities



A pedestrian trail along Babcock Trail would provide a link to the north side of I-494, which connects to Mendota Road East. At the intersection of Mendota Road East and South Robert Trail is the River to River Greenway. Future pedestrian routes and trails along Mendota Road East will provide a complete connection to the River to River trail.

2 DESIGN PROCESS

2.1 PLANNING STUDY OBJECTIVES

In 2016, the City Council authorized the feasibility study along County Road 73/Babcock Trail from I-494 to Upper 55th Street (North Babcock segment), and further extending the study to 63rd Street East (South Babcock segment), with the following objectives:

- Develop and assess potential pedestrian and bicycle infrastructure improvements meeting regional trail requirements.
- Explore alternatives for shared use trails, on-street bicycle lanes, sidewalks on one or both sides of the corridor, or a combination of these.
- Evaluate benefits and impacts to SHIP priority population.
- Complete 30 percent preliminary engineering plans for preferred alignment.
- Develop cost estimate associated with preferred alignment.

2.2 PROCESS AND PARTICIPANTS

Various project data was collected during the design process, including identifying transit stops along the corridor, destinations outside of the corridor, trail connections, SHIP populations, stakeholders, and reviewing related planning projects. The entire corridor was reviewed to identify site constraints and opportunities including topography, drainage, utilities and conflicts that would affect design considerations and alternatives.

As part of the design process, meetings and public outreach efforts were conducted to gather input and review from the stakeholders within this project area.

2.2.1 Stakeholders and SHIP Populations

A variety of project stakeholders, including SHIP populations, are located within or near the project study areas.

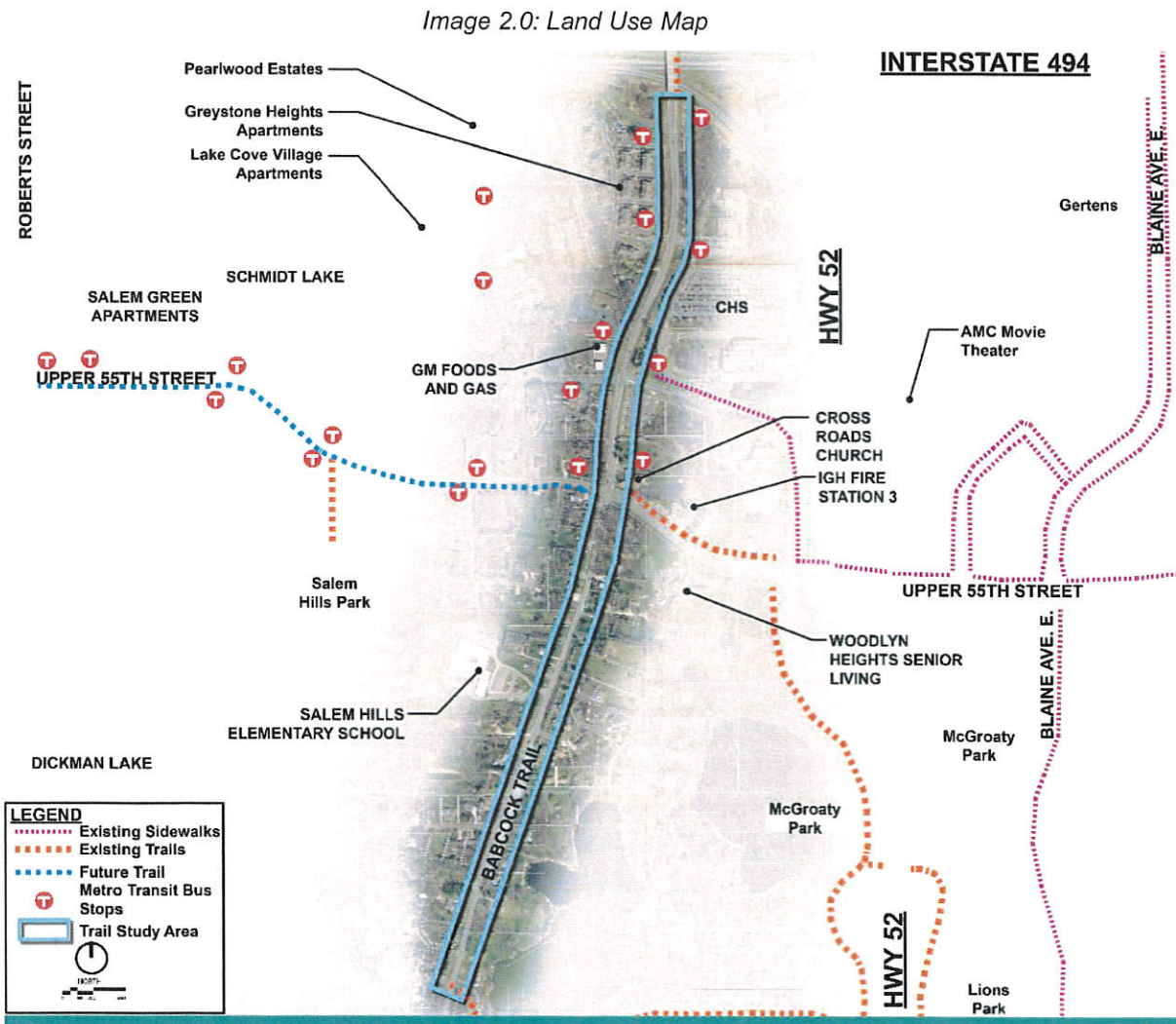
North Babcock Section

- CHS Inc.: CHS is a large cooperative owned by farmers, ranchers and co-ops across the United States and is one of the City of Inver Grove Heights largest employer. The building headquarters is located on the east side of Babcock Trail and has trail access to the greater community trail system along Cenex Drive that ends at Babcock Trail. A pedestrian and bicycle route along Babcock Trail would create a loop system allowing their employees to benefit from walking and exercise and connect to the greater trail system to help those who wanted to walk or bike to and from work.
- Multi-Family Housing: There are numerous multi-family housing areas located on the west side of Babcock Trail. The Greystone Heights Apartments, Pearlwood Estates, Lake Cove Village Apartments and Cedarwoods Condominium are located directly along the corridor. Near the project area is the Woodlyn Heights Senior Living and Salem Green Apartments.
- Other: Other businesses and facilities in the area include a convenience store, gas station, and restaurant adjacent to the multi-family housing area, and the Cross Roads Church, a fire station, and pharmacy are all located to the east of Babcock Trail.

South Babcock Section

- Salem Hills Elementary: Salem Hills Elementary is located directly on Babcock Trail and contains grades kindergarten through 5th grade and has a Title One Program. Salem Hills Elementary is also a site for a summer free meal program for kids and teens.
- Single Family: Single family residences exist on both sides of Babcock Trail from Upper 55th to 63rd Street East.

Image 2.0 illustrates the corridor and identifies the land uses, destinations, and populations areas along the corridor.



2.2.2 Existing Conditions & Issues (North Babcock)

Numerous pedestrians routinely use this section of the corridor. Pedestrians and bicyclists can be found on the road shoulder and there is a pedestrian path worn through the turf that leads to Cenex Drive along the western edge of the corridor from the residents of the multi-family housing area. Just beyond the Cenex Drive intersection, the pedestrian worn path meets up to Babcock Trail because of steeper ditches that are heavily vegetated. There is also a pedestrian path worn on the eastern side of Babcock Trail from CHS which connects to the I-494 bridge.

The section of the corridor from the I-494 bridge to just south of Cenex Drive at the approximate location of the cemetery has adequate width in the road shoulders for shared use by pedestrians and bicyclists. Most of the right-of-way is adequate, though some areas on the western side jog in and out. The eastern side of the road has more consistent right-of-way width.

The conditions of the shoulder in this section range from good to poor condition. Poor conditions on the shoulder will push pedestrian and bicycle uses on to the road, potentially causing conflict and dangerous situations. The speed limit is 40 mph and vehicular traffic tends to go faster than the posted limit making pedestrians feel unsafe.

Starting at the cemetery and extending south to Upper 55th Street, the paved road shoulders narrow considerably on both sides to under 24 inches beyond the lane stripe. The west side of the road has steeper grades leading down to the ditch and is more heavily vegetated. The east side of the road contains a cemetery at the church that extends close to the road and has some significant upslope grade changes. The right-of-way along both sides of the road become narrower in this location. There are overhead utilities on the entire west side of this corridor section.

2.2.3 Existing Conditions & Issues (Intersection of Babcock Trail & Upper 55th Street)

An existing asphalt trail on the north side of Upper 55th Street meets up to the intersection from the east and ends with no extension of a trail or sidewalk, and no crosswalk.

The intersection of Babcock Trail and Upper 55th Street has a four-way stop. Upper 55th Street has two lanes of traffic entering the intersection from both sides and Babcock Trail has two lanes of traffic entering from the north and one lane entering from the south. Due to multiple lanes of traffic, there are issues with vehicles not following the proper procedure and pedestrians do not feel safe at this intersection. In a separate 2016 study for Upper 55th Street, a crash analysis was conducted that showed a higher than normal crash rate for this intersection, but it did not exceed the critical crash rate.

2.2.4 Existing Conditions & Issues (South Babcock)

Babcock Trail from Upper 55th Street going south is in good condition and has a narrow shoulder (roughly four-feet-wide) on both sides of the road. Both sides of the road have steep grades and drainage ditches beyond the shoulder. There are overhead utilities that start on the west side of the road and then cross over to both sides. The right-of-way along this section of corridor varies from 66 feet to 88 feet and even up to 112 feet in some areas.

The speed limit remains at 40 mph through the corridor, even at the location of Salem Elementary School. It has been noted that parents dropping or picking up kids will stack their vehicles along the western shoulder of Babcock Trail as they wait to enter the school and during school functions. The steep grades of the adjacent ditches leave little room for vehicles on the shoulder of the road, causing the vehicles to be partially located in the drive lane. Vehicles stacked up on the shoulder also cause issues with residents by blocking driveways on this side of the. The City has recently placed No Parking signs along this section of road to try and eliminate these conflicts.

2.2.5 Stakeholder Input

The trail feasibility study received input from City staff, County staff, CHS and other interested stakeholders through a variety of methods including:

- Project information and surveys placed on the City website and distributed through email directly to stakeholder contacts
- Meeting with Salem Elementary School principal and select staff
- Meeting with Salem Elementary PTSA group
- Project information and surveys placed on the Facebook page of the PTSA
- Meeting with CHS staff and Fit 360 wellness program manager
- Meeting with CHS employees in the lunch room
- Distributing project flyers prior to public meetings through the school and their contact list, directly to the apartment buildings, and through email to stakeholder contacts
- Two public meetings held at the Cross Roads Church

Comments that resulted from the stakeholder outreach included:

- CHS promotes well-being and activities for their employees and a safe bike and pedestrian route would be very advantageous.
- CHS employees who take the trail on Cenex Drive don't typically walk beyond Upper 55th and will instead turn around and walk back. A route along Babcock Trail would create a trail loop that may be more desirable.
- A safe pedestrian and bike route along Babcock Trail would be more desirable than the existing trail that parallels Highway 52 due to the noise and poor air quality on that trail segment.
- Residents generally feel that Babcock Trail south of Upper 55th Street is so dangerous that people who live close or even directly across the street from Salem Elementary School do not feel safe crossing the road to get to the school.
- People going the school from north of Upper 55th will sometimes take Upper 55th and go through Salem Hills Park to access the school from the back side and avoid Babcock Trail.
- There are bicyclists who enter Babcock Trail at 63rd Street East and then go north across I-494, or vice versa, but don't feel safe south of Upper 55th Street.
- The school will hold events or visits to the church, fire station, and senior living facility along Upper 55th Street and will bus the students, rather than walking, to avoid Babcock Trail.
- Many felt there should be a sign to reduce speed in the school zone when children are present.
- The school may get better attendance at their summer lunch program with a safe pedestrian route to the school.
- More kids would bike or walk to school if there were a safe route and this is also important in the summer when kids want to go to the playground.
- There may be a way to create a more defined trail into the school from the park to avoid Babcock Trail in the interim, though this would not be as direct for some residents.

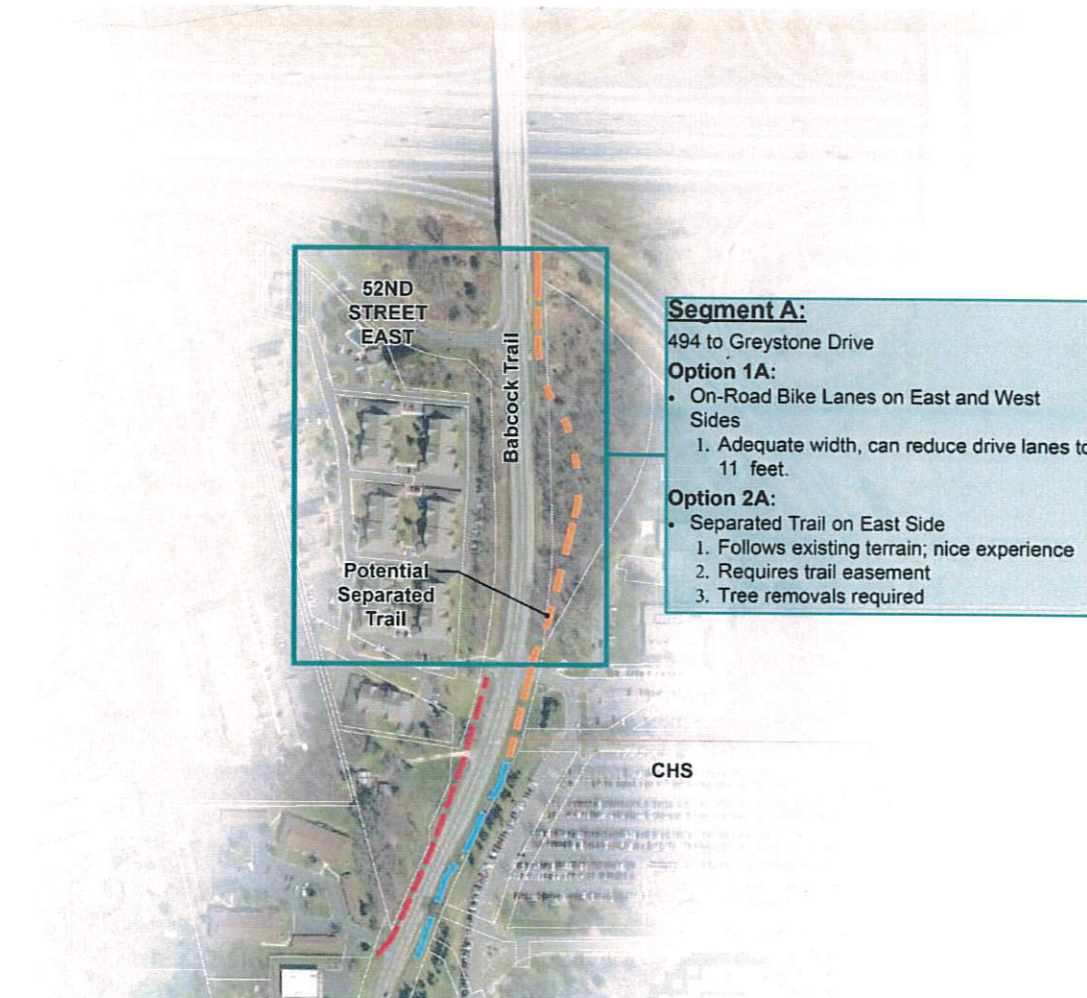
3 PRELIMINARY DESIGN

3.1 PRELIMINARY LAYOUT OPTIONS

Preliminary design options were created for review and comment by the public. The corridor was broken into several segments with the varying options color coded to reflect degree of difficulty for implementation with orange being low difficulty, blue medium difficulty, and red high difficulty.

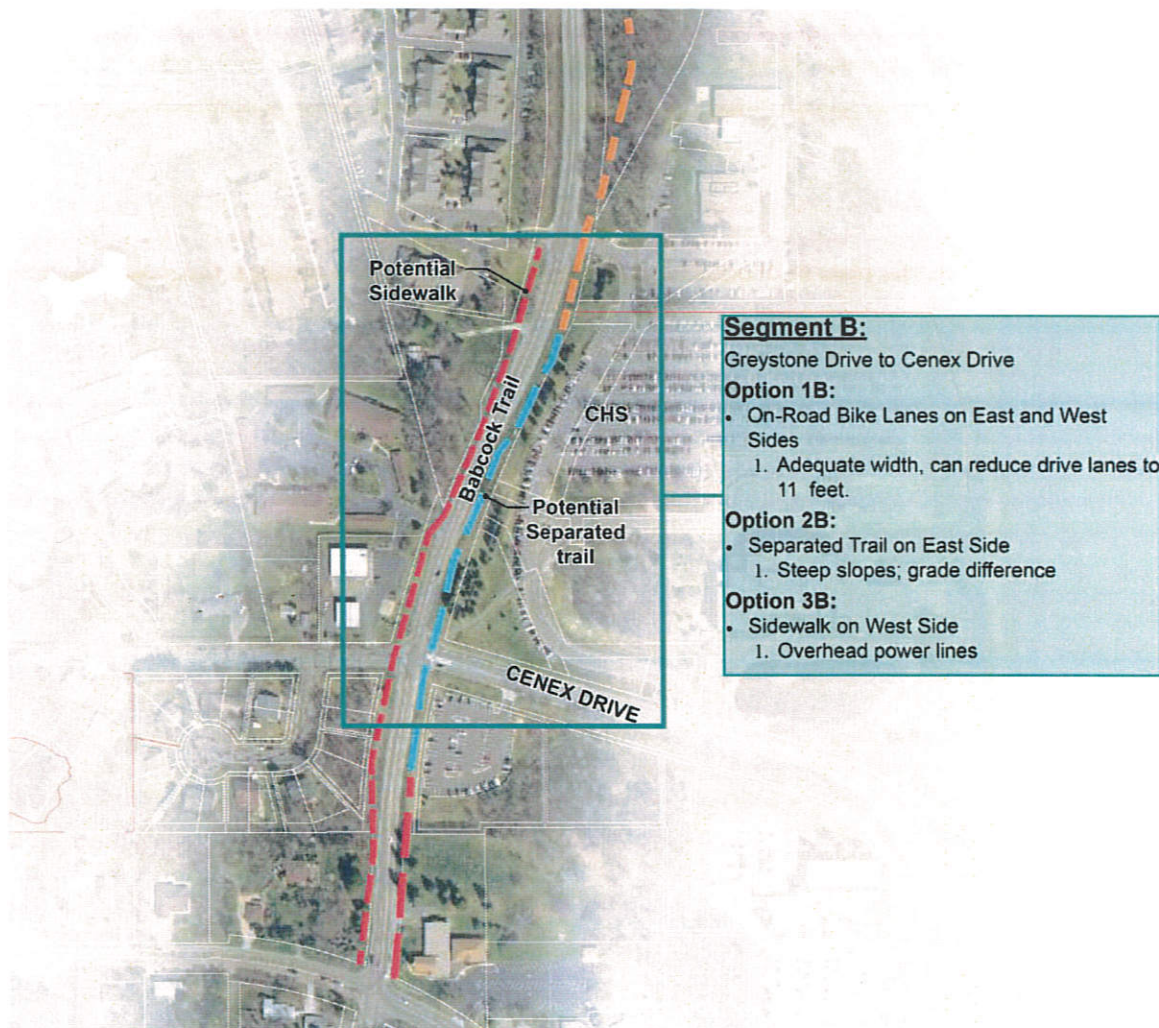
Segment A (North Babcock): I-494 bridge to Greystone Drive

- Option 1A: On-road bike lanes on east and west sides of the road. Adequate lane widths exist and the drive lanes can be reduced to 11-feet-wide for wider bike lanes.
- Option 2A: A separated bituminous trail, 8- to 10-feet-wide on the east side of the road. There is the potential to meander the trail through CHS property resulting in pleasing trail experience in an area where people are already walking, though it could remain within the existing right-of-way. The trail on CHS property would require an easement or land acquisition, though there may be a partnership opportunity with CHS.



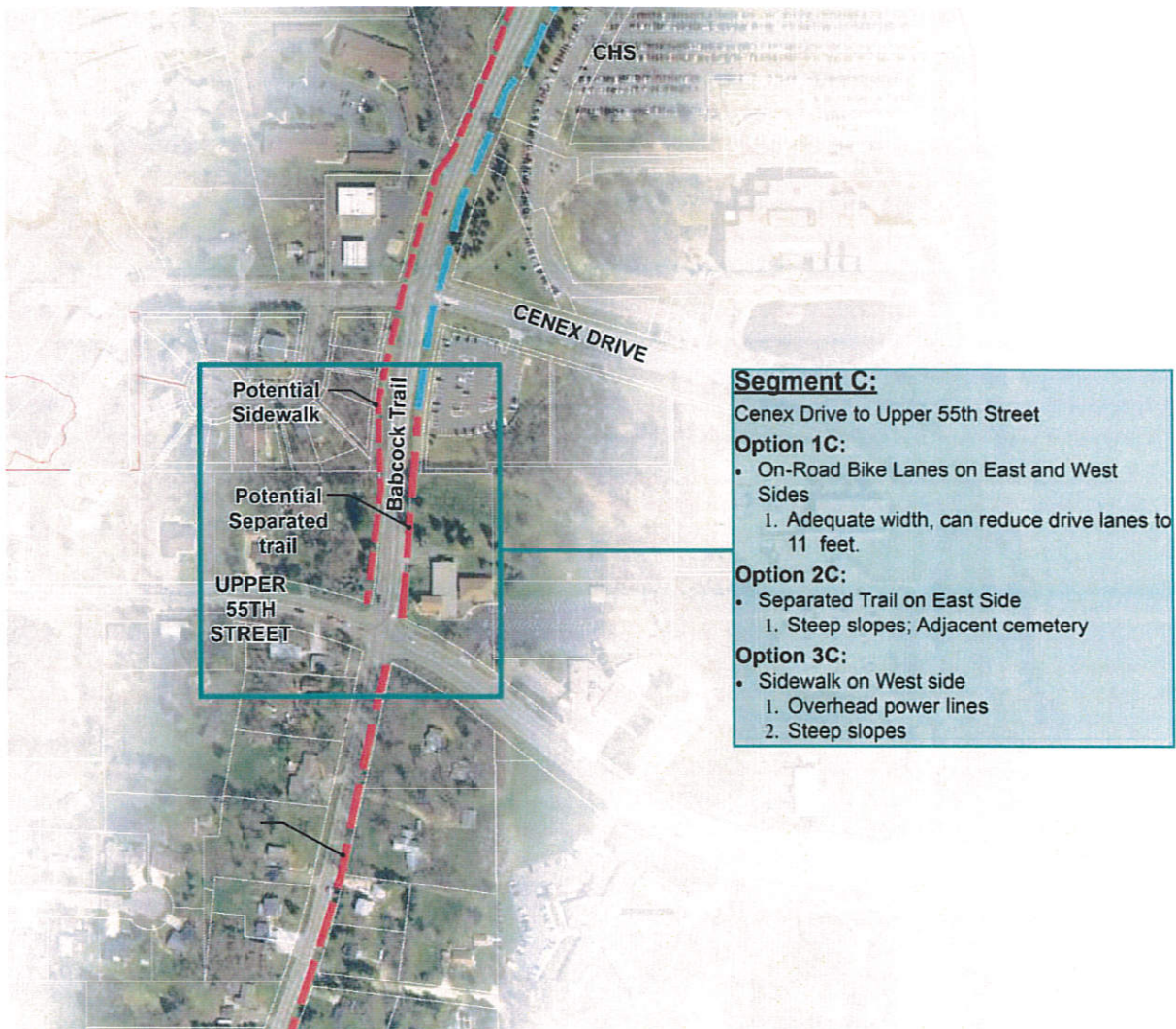
Segment B (North Babcock): Greystone Drive to Cenex Drive

- Option 1B: On-road bike lanes on east and west sides of the road. Adequate lane width exists and drive lanes can also be reduced to 11-foot-wide for wider bike lanes.
- Option 2B: A separated bituminous trail, 8- to 10-feet-wide on the east side of the road in existing right-of-way. There are steep slopes so some significant regrading will be necessary.
- Option 3B: A concrete sidewalk on west side of the road, minimum five-feet-wide. There are overhead power lines in this section.



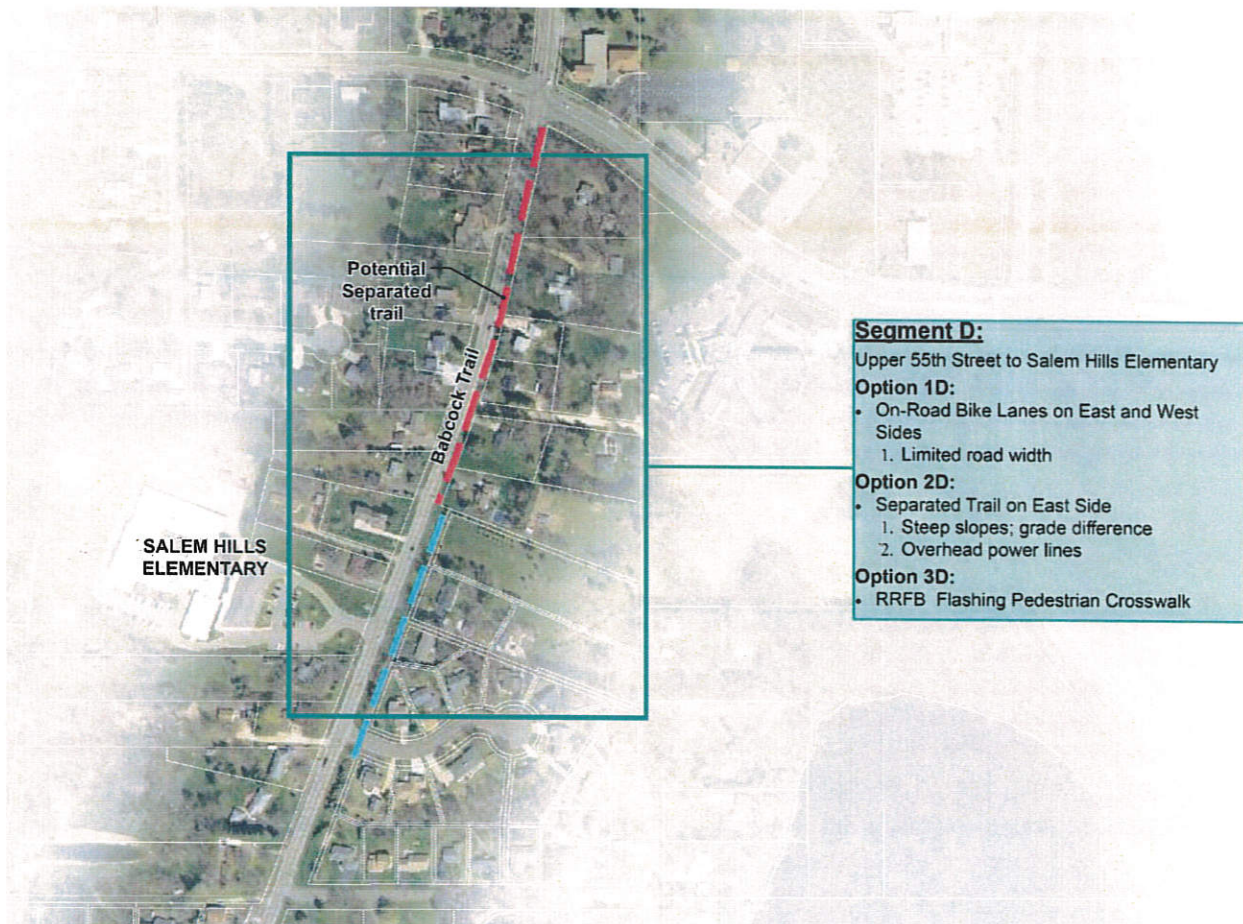
Segment C (North Babcock): Cenex Drive to Upper 55th Street

- Option 1C: On-road bike lanes on east and west sides of the road. Adequate lane widths exist for a portion and drive lanes can be reduced to 11-feet-wide for wider bike lanes.
- Option 2C: A separated bituminous trail, 8- to 10-feet-wide on the east side of the road in existing right-of-way. The existing cemetery has a significant grade difference and the trail may be limited to a width of eight feet with the adjacent retaining walls.
- Option 3C: A concrete sidewalk on west side of the road, minimum five-feet-wide. There are overhead power lines, steep slopes, and dense vegetation in some areas.



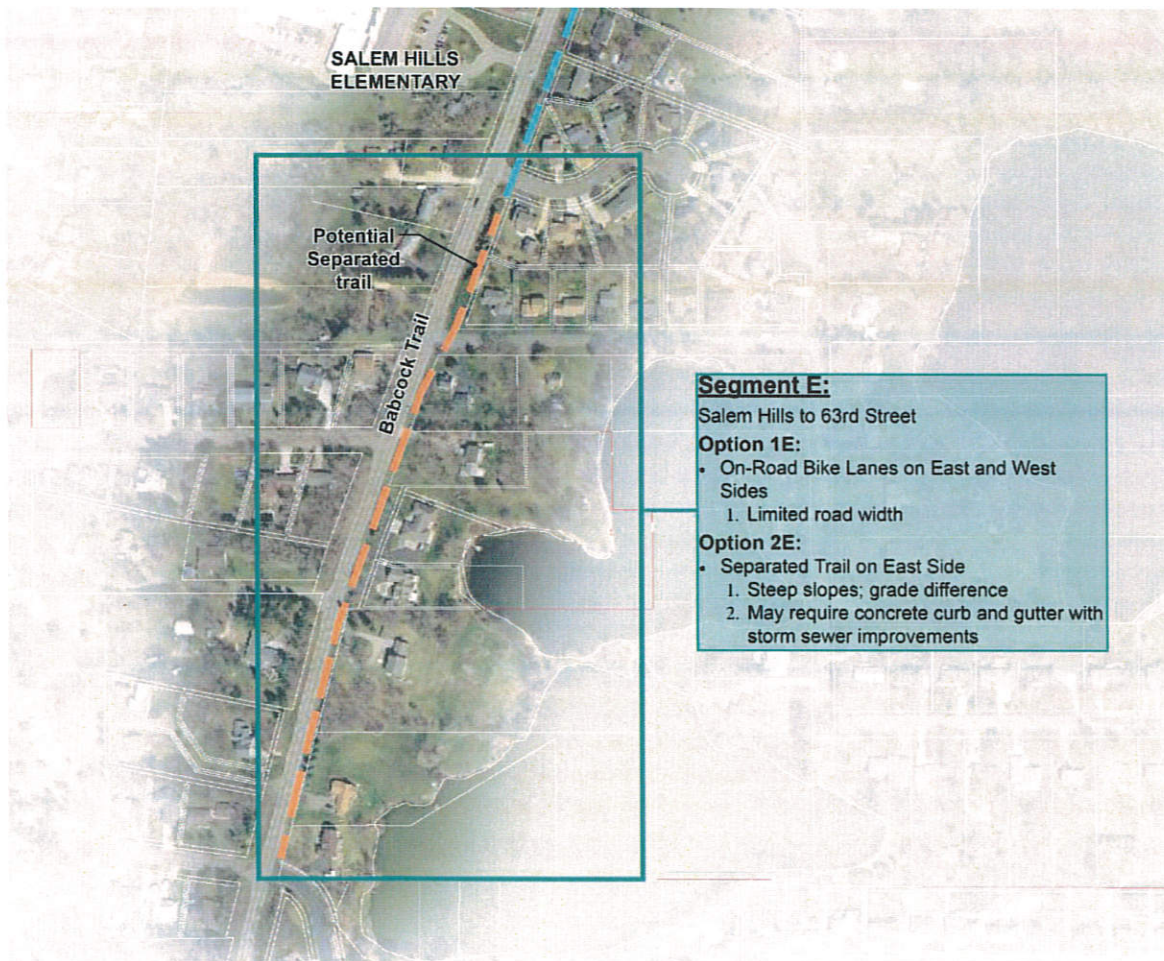
Segment D (South Babcock): Upper 55th Street to Salem Hills Elementary School

- Option 1D: On-road bike lanes on east and west sides of the road. There is limited road width, but the drive lanes can be reduced to 11-feet-wide for wider bike lanes. The road may need to be widened which may impact drainage ditches. There are overhead power lines.
- Option 2D: A separated bituminous trail, 8- to 10-feet-wide on the east side of the road in existing right-of-way. This will require eliminating the drainage ditch on east side. There are overhead power lines in some areas.
- Option 3D: RRFB Flashing pedestrian crosswalk across Babcock Trail to the school site.



Segment E (South Babcock): Salem Hills Elementary School to 63rd Street East

- Option 1E: On-road bike lanes on east and west sides of the road. There is limited road width, but the drive lanes can be reduced to 11-feet-wide for wider bike lanes. The road may need to be widened which may impact drainage ditches. There are overhead power lines.
- Option 2E: A separated bituminous trail, 8- to 10-feet-wide on the east side of the road in the existing right-of-way. This will require eliminating a drainage ditch on east side. There are overhead power lines. Some areas have limited right-of-way width which will may require right-of-way acquisition or a curb and gutter design of the roadway and trail along the curb.



Overall, there was support for any improvements. Some general comments and findings from the schematic design plan reviews included:

- A crosswalk at the school would need advance warning due to limited sight distances.
- There should be an option to extend a sidewalk from Upper 55th Street to the school on the west side of the road.
- Only an on-road bike lane only is not desired, a separated trail is also needed for the safety of kids.
- General concerns related to direct impacts to property owners along Babcock Trail.
- Concerns about costs assessed to the residents for any of the proposed improvements.

- Concerns about the stormwater drainage impacts and how this would be altered
- A crossing at the school should be south of the school driveway since vehicles are parked north of the driveway
- Can the school adjust their bus and vehicular access from the park side to reduce conflicts on Babcock Trail?

3.2 PREFERRED LAYOUT

The preferred layout was created based upon input by the stakeholders, the City, and Dakota County that reduced the impacts as much as possible and created an access route to the school. The preferred layout was developed into a 30 percent complete plan as illustrated on Image 3.0 – Preferred Preliminary Layout Plan and as described in the following segments.

3.2.1 North Babcock from I-494 to Upper 55th Street

This section of the corridor offers a great benefit to the residents in the multi-family residential area, as well as the CHS employees. It has been noted as a high priority trail gap for the City. This link has also been identified as a High Pedestrian Link in Figure 20 of the Dakota County 2030 Transportation Plan as it fills a gap and creates a regional link between County Road 14 and the trails along Highway 52 that ultimately provide access to the MRT. Some direct benefits by creating this north-south route include:

- Connection to areas north of I-494 to include commercial areas, parks, and the River to River Greenway trail.
- More complete trail and walkway access to and from this location for employees of CHS and residents of the multi-family housing areas.
- Pedestrian crossings at intersections.
- Proper connection from multi-family housing areas to the adjacent convenience store, restaurant, and church along Upper 55th Street.
- Connection to the existing trail along Upper 55th Street that connects to existing trails and walks reaching multiple commercial areas, parks, the Mississippi River Trail and Swing Bridge trailhead, Simley High School, and Inver Hills Community College, to name a few.

This segment of the corridor completes a critical gap connecting areas north of I-494 to the areas south of I-494 and is more feasible to implement in a shorter time frame due to limited impacts and potential partnership opportunities.

The County standard for shoulder width is eight feet and for boulevards is ten feet. These standards are important for safety, user experience, snow storage, and management of utilities. The preliminary plan set shows that some areas that do not meet the design standards due to right-of-way constraints and conflicts with adjacent land uses. In addition, current County practice, consistent with MnDOT guidance, is not to mark pedestrian crosswalks on roads with 40 mph or higher speed limits without additional enhancements. Actual locations where pedestrian crosswalks could be located on Babcock Trail will need further County review and approval. As the plan moves forward, ongoing discussions with the County Transportation Department will be necessary in regard to preparing an approved design that will meet the County design standards before anything would be considered along County 73/Babcock Trail.

Preliminary design highlights for this section of the corridor include:

Segment A: I-494 Overpass to Greystone Drive

- Construct a ten-foot trail on the east side with a variable boulevard in order to follow the existing goat path through CHS property. Easement or acquisition is necessary for this alignment.
- Construct ADA compliant pedestrian ramps at all intersections.
- Connect the trail to transit stops where possible.
- Repave the shoulders areas as needed.

- Consider a six-foot concrete sidewalk with 10-foot boulevard on the west side from Greystone Drive up to 52nd St. (not shown) if feasible, and if demands exist, though costs and site constraints may make this cost-prohibitive.
- Consider a pedestrian crossing with actuated signal at Greystone Drive (not shown) upon County approval.

Segment B: Greystone Drive to Cenex Drive

- Construct a ten-foot trail on the east side with a variable boulevard (10 feet or wider) to avoid utility box conflicts.
- Construct a retaining wall to minimize ROW and landscaping impacts to Cenex.
- Construct a six-foot concrete walk on the west side with a 10-18-foot boulevard. Power lines would need to be relocated or buried.
- Construct ADA compliant pedestrian ramps at all intersections.
- Connect the trail to transit stops where possible.
- Stripe crosswalks at the intersection of Cenex Drive, with actuated signal consideration, upon County approval.
- Repave shoulders as needed.

Segment C: Cenex Drive to Upper 55th Street

- Construct a ten-foot trail on the east side with minimum boulevard width of two feet and curb and gutter to avoid ROW conflicts at cemetery.
- Construct a six-foot walk on the west side with a four-foot boulevard and retaining wall in order to limit ROW, vegetation, and shed impacts. Power lines would need to be relocated or buried.
- Construct ADA compliant pedestrian ramps at all intersections.
- Connect the trail to transit stops.
- Stripe crosswalks at the intersection of Upper 55th Street.

3.2.2 South Babcock from I-494 to Upper 55th Street

This section of the corridor is more difficult and costly. The main factor for proceeding with any improvements within this section of the corridor would be to provide a safe pedestrian route to Salem Elementary School. While this route would connect to an existing walkway at 63rd Street East which ties into the larger community trail and walk system, this connection can be accomplished with the northern route as well, which is currently more feasible.

The County standard for shoulder width is eight feet and for boulevards is ten feet. These standards are important for safety, user experience, snow storage, and management of utilities. The preliminary plan set shows that some areas that do not meet the design standards due to right-of-way constraints and conflicts with adjacent land uses. As the plan moves forward, design modifications that may allow the design to meet the standards will need to be discussed with the Transportation Department before anything would be considered along County 73/Babcock Trail.

If a project moves forward in this segment, depending on the scope of the project further study will be required regarding the drainage design. Specifically, the amount of storm water runoff that directed to the east side of the road to the pond at the northeast corner of 63rd Street E and Babcock Trail will need to be studied.

In addition, since there will be significant cost and construction impacts outside of the existing right-of-way, combined with the age and condition of the roadway, the County would likely not be interested constructing the trail independent of a road reconstruction/redesign project. When the City is interested in advancing this portion of the trail, further study and discussion would be needed to assess the need and benefit for road reconstruction/redesign and potential extents for the project.

The study resulted in recommending the City, County and School to prepare a Safe Routes to School Plan for Salem Elementary as a next step. The plan would identify pedestrian access that explores various options, including possible alternatives routes to the school, so that when the time for a road improvement project is created for this segment of the corridor it can be timed and constructed appropriately.

Preliminary design highlights for this section of the corridor include:

Segment D: Upper 55th Street to Salem Hills Elementary School

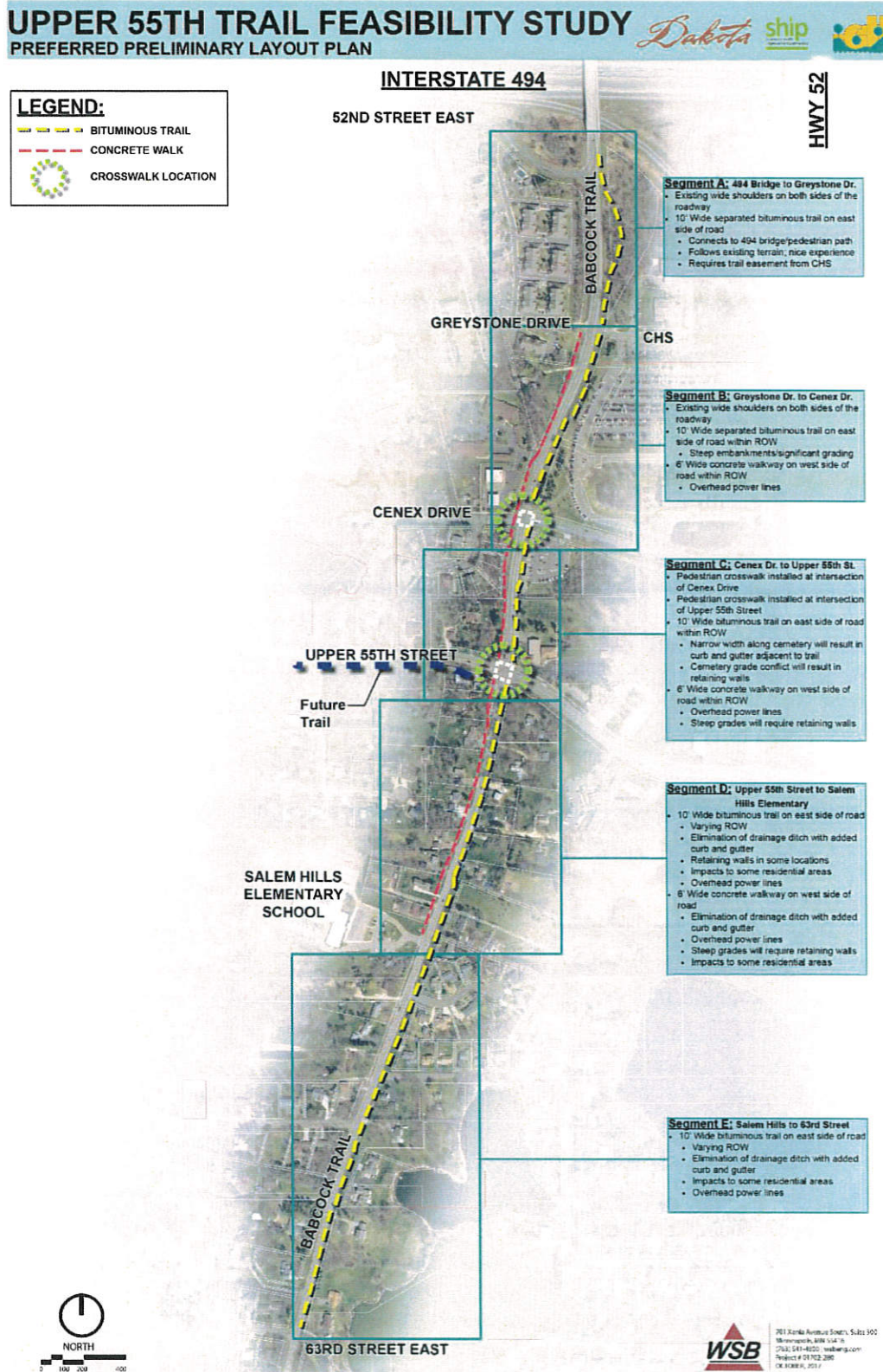
- Construct a ten-foot trail on the east side with a two to four-foot boulevard and curb and gutter to avoid ROW and landscaping impacts.
- Construct a six-foot walk on the west side with six-foot boulevard, retaining walls as necessary, and curb and gutter to avoid ROW impacts.
- Construct ADA compliant pedestrian ramps at all intersections.
- Overhead utilities will be affected.
- Storm water drainage will be affected.

Segment E: Salem Hills Elementary School to 63rd Street East

- Construct a ten-foot trail on the east side with a five-foot boulevard, retaining walls as necessary, and curb and gutter to avoid ROW and landscaping impacts.
- Construct ADA compliant pedestrian ramps at all intersections.
- Overhead utilities will be affected.
- Storm water drainage will be affected.

Refer to **Appendix 1** for the preliminary plan sheets with the Preferred Preliminary Layout Plan shown on the following page

Image 3.0: Preferred Preliminary Layout Plan



3.3 PROBABLE COSTS AND PRIORITIES

A budget-level estimate of the preliminary design improvements was prepared for each section of the County Road 73/Babcock Trail corridor. This estimate was based on general understanding of the limits of the typical sections as proposed and current construction prices at a 30 percent plan level. The total project cost was estimated to be approximately \$500,000 for the North Babcock section and approximately \$900,000 for the South Babcock section. These estimates do not include right-of-way acquisition, burying or moving overhead power lines, engineering, permitting, environmental, legal, or administrative costs. The estimates are based upon installation of new stormwater utilities for the corridor without further site and drainage investigations that may affect the costs of actual implementation.

The estimates can be found in the **Appendix 2**.

Based upon the cost estimates, potential impacts and partnership opportunities, the City and Dakota County are interested in further study and discussion of County Road 73/Babcock Trail from Upper 55th Street north to the I-494 bridge.

3.4 SUMMARY

The trail realignment planning process studied trail routing options considering impacts to the surrounding land uses within the road corridor as well as pedestrian safety.

Preliminary design (30 percent) plans for the preferred alignment of County Road 73/Babcock Trail north of Upper 55th Street includes a ten-foot-wide bituminous trail on the east side of Babcock Trail for the entire segment starting at I-494 that connects to an existing trail at Upper 55th Street. The trail alignment will be determined by the feasibility to get a trail easement from CHS. A six-foot-wide concrete sidewalk starting at Greystone Drive extending to Upper 55th Street is shown on the west side of Babcock Trail, but due to extensive costs and site constraints, does not extend up to 52nd Street. New striped crosswalks are shown at the intersections of Cenex Drive and Upper 55th Street with consideration for a crosswalk with actuated signal at the intersection of Greystone Drive, based upon County approval. The proposed improvements in this section remain a high priority.

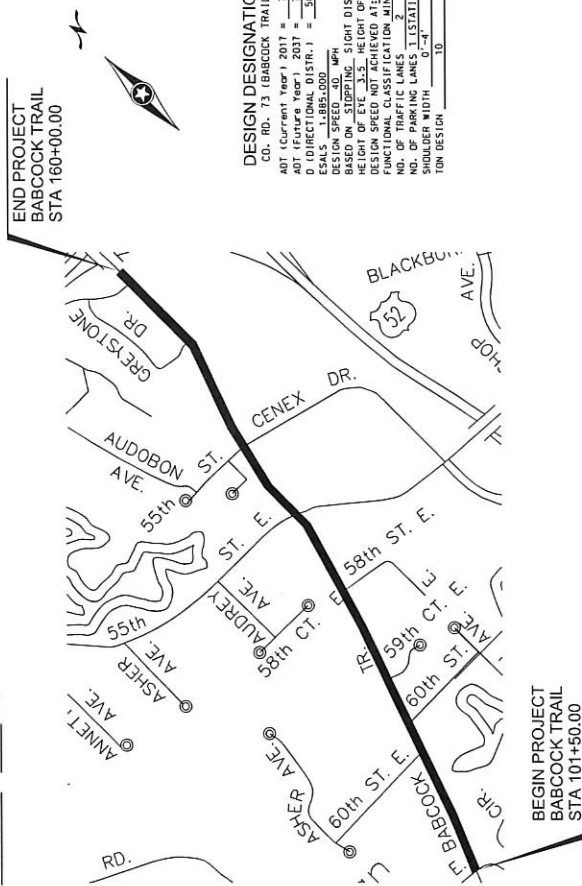
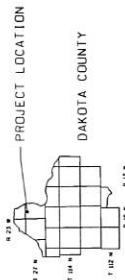
Preliminary design (30 percent) plans for the preferred alignment of County Road 73/Babcock Trail south of Upper 55th Street includes a ten-foot-wide bituminous trail on the east side of Babcock Trail for the entire segment that connects to an existing sidewalk at 63rd Street East, and a six-foot-wide concrete sidewalk starting at Upper 55th Street extending to Salem Elementary School on the west side of Babcock Trail. The proposed improvements in this section of the corridor were not determined to be of high priority at the time of the study. The City and Dakota County recommend proceeding with a grant application with ISD 199 for an interim Safe Routes to School study to be completed for this section for consideration when a road improvement project is planned.

Appendix 1 – 30% Preliminary Design Plans

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF INVER GROVE HEIGHTS

CONCRETE CURB & GUTTER, GRADING, BITUMINOUS AND CONCRETE SURFACING,
CONSTRUCTION PLAN FOR
ADA IMPROVEMENTS, AND STORM SEWER
LOCATED ON CO. RD. 73 (BABCOCK TRAIL) FROM 2580' NORTH OF CO. RD. 18 (UPPER 55TH ST E)
TO 3270' SOUTH OF CO. RD. 18 (UPPER 55TH ST E)

GROSS LENGTH 5,850.00 ft 1.108 mi
EXCEPTIONS-LENGTH ft mi
NET LENGTH 5,850.00 ft 1.108 mi



DESIGN DESIGNATION
CO. RD. 73 (BABCOCK TRAIL)
ADT (Current Year) 2017 = 1300
ADT (Future Year) 2037 = 1300
D (DIRECTIONAL DISTR.) = 50/50
ESALS = 1,895,000
DESIGN SPEED = 35 MPH
DESIGN OF STOPPING SIGHT DISTANCE
HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 2.0'
DESIGN SPEED NOT ACHIEVED AT: N/A
FUNCTIONAL CLASSIFICATION: MINOR COLLECTOR
NO. OF TRAFFIC LANES: 2
SHOULDER WIDTH: 0'-4'
TON DESIGN: 10

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D
THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02,
ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING
SUBSURFACE UTILITY DATA."

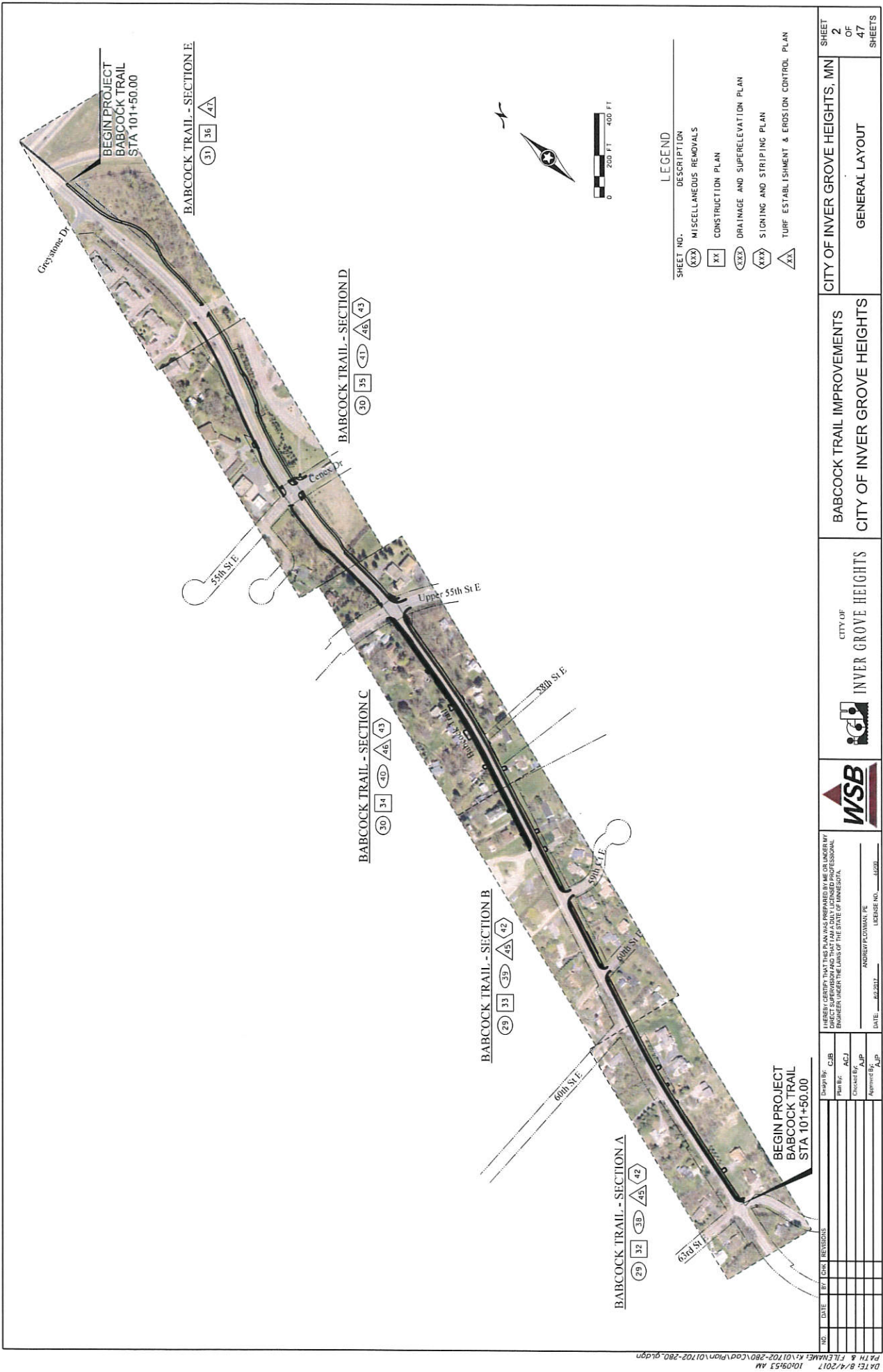
PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

GOVERNING SPECIFICATIONS
THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
ALTERNATIVE DESIGN SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE LATEST
EDITION OF THE MINNESOTA STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES,
AND STRUCTURES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY ROADWAY CONTROL ZONES.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	CONSTRUCTION NOTES & STANDARD PLATES
4	QUANTITY TABULATIONS
5	EARTHWORK SUMMARY & TABULATION
6	TYPICAL SECTIONS
7 - 11	MISCELLANEOUS TAIL
12 - 26	MISCELLANEOUS TAIL
27 - 31	MISCELLANEOUS TAIL
32 - 37	MISCELLANEOUS TAIL
38 - 41	CONSTRUCTION PLAN & PROFILE
42 - 43	DRAINAGE PLAN
44 - 47	SIGNING & STRIPING PLAN
48 - 51	TRAFFIC CONTROL & EROSION CONTROL PLAN
X1 - X13	CROSS-SECTIONS

THIS PLAN CONTAINS 60 SHEETS.



SHEET NO. 2 OF 47 SHEETS		CITY OF INVER GROVE HEIGHTS, MN GENERAL LAYOUT	
BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS	
WSB WILSON STUBBS & BROS. INC. 10000 W. 50TH AVE., SUITE 100 MINNEAPOLIS, MN 55412 PHONE: 612-338-1100 FAX: 612-338-1101 WWW.WSBINC.COM		LICENSE NO. 44200 DATE: 02-2017	
DESIGN BY: CJB PLAN BY: ACJ CHECKED BY: AJP APPROVED BY: AJP		I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS WERE 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.	

ESTIMATED QUANTITIES						
TABLE	SHEET	ITEM NUMBER	DESCRIPTION	NOTES	UNITS	PROJECT TOTAL
A	5	2101-501	MOBILIZATION		LUMP SUM	1
A	5	2101-501	CLEARING		ACRE	1
A	5	2101-502	CLEARING		TREE	29
A	5	2101-506	GRUBBING		ACRE	1
A	5	2101-507	GRUBBING		TREE	29
A	5	2104-501	REMOVE PIPE CURBSETS		LN FT	429
A	5	2104-501	REMOVE PIPE CURBSETS		LN FT	481
A	5	2104-503	REMOVE BITUMINOUS WALK		SQ FT	787
A	5	2104-503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ FT	8015
A	5	2104-505	REMOVE CONCRETE WALK		SQ FT	141
A	5	2104-505	REMOVE CONCRETE DRIVEWAY PAVEMENT		SQ FT	10
A	5	2104-505	REMOVE BITUMINOUS PAVEMENT		SQ YD	3550
A	5	2104-505	REMOVE PIPE APRON		EACH	28
A	5	2104-513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LN FT	10217
A	5	2104-523	SALVAGE SIGN TYPE C		EACH	15
A	5	2104-523	SALVAGE SIGN TYPE SPECIAL		EACH	8
A	5	2104-523	SALVAGE WALL BOX SUPPORT		EACH	33
A	5	2105-604	GEOTEXTILE FABRIC TYPE IV		SQ YD	24
E	6	2106-501	EXCAVATION - COMMON		CU YD	8602
E	6	2106-523	COMMON EQUIPMENT (CV)		CU YD	10747
B	5	2123-501	COMMON LABORERS		HR	20
B	5	2123-509	DOZER		HR	20
B	5	2123-510	10 CU YD TRUCK		HR	20
B	5	2123-510	STREET SWEEPER (WITH PICKUP BROOM)		HR	20
B	5	2211-501	AGGREGATE BASE (CV) CLASS 5		CU YD	1268
B	5	2360-501	TYPE SP 9.5 WEARING COURSE MIXTURE (13-C)		TON	442
B	5	2360-502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (13-B)		TON	421
B	5	2501-515	24" RC PIPE APRON		EACH	1
B	5	2503-511	15" RC PIPE SEWER CLASS V		LN FT	2849
B	5	2503-511	18" RC PIPE SEWER CLASS III		LN FT	453
B	5	2503-511	24" RC PIPE SEWER CLASS III		LN FT	556
B	5	2508-501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 40-4020		LN FT	115
B	5	2508-501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020		LN FT	14
B	5	2508-501	CONSTRUCT DRAINAGE STRUCTURE DESIGN T2-4020		LN FT	12
B	5	2511-501	RANDOM RIPRAP CLASS III		CU YD	12
C	5	2521-501	14" CONCRETE WALK		SQ FT	15472
C	5	2521-501	6" CONCRETE WALK		SQ FT	4311
C	5	2521-511	3" BITUMINOUS WALK		SQ FT	50269
C	5	2531-501	CONCRETE CURB AND GUTTER DESIGN B624		LN FT	5574
C	5	2531-618	TRUNCATED DOWNS		SQ FT	444
A	5	2540-602	INSTALL WALL BOX SUPPORT		EACH	33
A	5	2540-618	STONE RETAINING WALL		SQ FT	4689
A	5	2544-601	TRAFFIC CONTROL		LUMP SUM	1
A	5	2544-537	INSTALL SIGN TYPE C		EACH	15
A	5	2544-537	INSTALL SIGN TYPE SPECIAL		EACH	8
D	5	2573-502	5 1/2" FENCE: TYPE MS		LN FT	14226
D	5	2573-510	STORM DRAIN INLET PROTECTION		LN FT	85
D	5	2573-533	SEDIMENT CONTROL LOG TYPE MOD 1 FIBER		LN FT	981
D	5	2573-560	CULVERT END CONTROLS		EACH	337
D	5	2574-508	FERTILIZER TYPE 3		POUND	337
E	6	2574-525	BOULEVARD TOP-SOIL BURNON		CU YD	3124
D	5	2575-502	SEED MIXTURE 25-151		POUND	114
D	5	2575-508	SOODING TYPE LAWN		SQ YD	7876
D	5	2575-517	RAPID STABILIZATION METHOD 4		SQ YD	2000
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D	5	2575-517	RAPID ST			

TABULATION INDEX	
TAB	SHEET NO.
A	5
B	5
C	5
D	5
E	5
F	5

Basis for quantities

UNIT WEIGHT OF BITUMINOUS MIX:	
- 2360 MIX.....	113 LBS/SY/IN
TACK COAT:	
- NEW SURFACES.....	0.05 GAL/SY

NOTES

1. CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT PERMISSION FROM THE ENGINEER.
2. ASSUMED PAVEMENT DEPTH ON BABCOCK TRAIL IS 5".
3. TO BE USED AS DIRECTED BY THE ENGINEER.

[illegible]

CONSTRUCTION AND SOIL NOTES

1. TOP OF THE GRADING GRADE IS DEFINED AS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE.
2. COMMON EMBANKMENT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, DEBRIS, PEAT, MUCK, AND OTHER ORGANIC OR OTHER UNSUITABLE MATERIAL.
3. AS A PRECAUTIONARY MEASURE FROM A SOILS STANDPOINT, TRAFFIC LANES TO BE USED DURING CONSTRUCTION MUST BE DELINEATED TO KEEP VEHICLES A SAFE DISTANCE AWAY FROM THE ADJACENT EXCAVATION. THE DELINEATION SHOULD COMPLY WITH POINTS ESTABLISHED BY PROJECTING A 11(1/2)H/1 OR FLATTER SLOPE BETWEEN THE EDGE OF THE TRAFFIC SURFACE AND THE EXCAVATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATION OF PRIVATE UTILITIES. IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR WILL CALL TOPHER STATE ONE A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION.
5. THE CONSTRUCTION LIMITS AS SHOWN IN THE PLANS REPRESENT THE POINT OF INTERSECTION BETWEEN THE REQUIRED FILL OR CUT SLOPE AND THE EXISTING GROUND LINE AS DEPICTED ON THE CROSS SECTIONS. THE CONSTRUCTION LIMITS DO NOT INCLUDE AREAS REQUIRED FOR SLOPE ROUNDING.
6. ANY DEBRIS WHICH MAY BE ENCOUNTERED DURING GRADING SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE PROJECT RIGHT OF WAY IN A SUITABLE DISPOSAL AREA AS APPROVED BY THE ENGINEER.
7. OBTAIN COMPACTION OF THE GRADING AND AGGREGATE PORTIONS OF CONSTRUCTION IN ACCORDANCE WITH THE "SPECIFIED DENSITY METHOD" REQUIREMENTS AS INDICATED IN 2211.33.02.2. A.
8. NO EXTRA PAYMENT WILL BE MADE FOR MOVING, PLACING, OR TEMPORARY STOCKPILING OF EXCAVATION, EMBANKMENT AND/OR BORROW MATERIAL.
9. UNLESS OTHERWISE SPECIFICALLY ALLOWED OR REQUIRED BY THE CONTRACT, ALL EXCAVATION AND CONCRETE ITEMS DISTURBED BY CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MAY BE RECYCLED OR DISPOSED OF OFF THE RIGHT OF WAY.
10. PROVIDE A UNIFORM TACK COAT AS DOCUMENTED IN THE MOST CURRENT SPEC. 2357 - BITUMINOUS TACK COAT REQUIREMENTS, WHICH SHALL BE INCIDENTAL.
11. PIPE, SEWERS, CONNECTING MANHOLES, AND CATCH BASINS SHALL BE IN ACCORDANCE WITH SPEC. 2503 - BEDDING AND BACKFILL SHALL CONSIST OF UNIFORM SELECT GRADING MATERIAL WATCHING ADJACENT SOILS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
12. TEMPORARY EROSION CONTROL DEVICES AND TEMPORARY EROSION CONTROL DEVICES AND TEMPORARY EROSION CONTROL DEVICES HAVE BEEN SHOWN IN THE PLANS ALONG WITH PAY CONTROL EROSION RESPONSIBILITY FOR CONTROLLING EROSION AND MAINTENANCE OF EROSION CONTROL AS SET IN MNDOT SPECIFICATIONS 1717, 1803, 2101, 2105, 2513, 2575, AND IS AMENDED BY THE SPECIAL PROVISIONS.
13. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE FOLLOWING STANDARD PLATES APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY TO THIS PROJECT.

MNDOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
1103K	TYPICAL DOWEL BAR ASSEMBLY (2 SHEETS)
3000L	REINFORCED CONCRETE PIPE (5 SHEETS)
3000R	CAST-IN-PLACE CONCRETE PIPE (5 SHEETS)
3000S	CAST-IN-PLACE CONCRETE PIPE (5 SHEETS)
3100S	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
3133D	RIPRAP AT RCP OUTLETS
4020J	MANHOLE OR CATCH BASIN (FOR USE WITH OR WITHOUT TRAFFIC LOADS) (2 SHEETS)
4024A	48" DIAMETER PRECAST SHALLOW DEPTH CATCH BASIN
4160D	CONCRETE PRECAST SHALLOW DEPTH CATCH BASIN - CASTING NO. 023A AND 033A
4180J	MANHOLE OR CATCH BASIN STEP
7035N	CONCRETE WALK & CURB RETURNS AT ENTRANCES
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOME'S
7100H	CONCRETE CURB AND GUTTER (DESIGN B and DESIGN V)
7111J	INSTALLATION OF CATCH BASIN CASTINGS (CONCRETE CURB & GUTTER)
8000J	CHANNELIZERS
9000E	APPROACHES AND ENTRANCES (RECOMMENDED STANDARDS)

NO.	DATE	BY	CHK	REVISIONS	Drawn By: CJB	Checked By: ACJ	Approved By: AJP



CITY OF
INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

CITY OF INVER GROVE HEIGHTS, MN
CONSTRUCTION NOTES AND
STANDARD PLATES

SHEET
4
OF
47
SHEETS

REMOVALS TABULATION													A
REMOVE CONCRETE WALK SO FT	REMOVE BITUMINOUS WALK SO FT	REMOVE CONCRETE DRIVEWAY SO FT	REMOVE BITUMINOUS DRIVEWAY SO FT	REMOVE BITUMINOUS PAVEMENT SO 10	REMOVE CURB & GUTTER LIN FT	REMOVE MATERIAL EACH	SAVING BITUMINOUS PAVEMENT (FULL DEPTH) LIN FT	CLEARING & GRUBBING EACH	CLEARING & GRUBBING ACRE	SAVAGE & INSTALLATION TYPE SPECIAL EACH	SAVAGE & INSTALLATION TYPE C EACH	REMOVE CULVERTS LN FT	REMOVE PIPE APRON EACH
BABCOCK TRAIL													
101+50 TO 111+48	141		2232	800	55	10	2027	7	0.08		2		
111+48 TO 124+25		355	1713	10	49	10	3358			2		162	10
124+25 TO 137+07	141	1868	6400	651	273	13	4871	2	0.25	4	10	267	18
137+07 TO 149+92	546		639	57	130		181	8	0.43	2			
149+92 TO 160+00								2	0.13		1		
TOTAL	141	787	2223	8015	3850	481	33	10217	29	0.74	8	15	429
													28

CONCRETE TABULATION												C
LOCATION	CURB AND GUTTER DESIGN B624	CONCRETE WALK	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	TRUNCATED DOMES
	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT	SO FT
BABCOCK TRAIL												
101+50 TO 111+48												
111+48 TO 124+25												
124+25 TO 137+07												
137+07 TO 149+92												
149+92 TO 160+00												
TOTAL	5574	15672	4311	180	444							

BITUMINOUS & AGGREGATE TABULATION												B
LOCATION	TYPE SP 9.5 WEARING COURSE MIX (SP 9.5A 340C (SP 9.5B 340B))	TON	3" BITUMINOUS WALK	AGGREGATE CLASS 5	CU YD							
		TON	SO FT	CU YD								
BABCOCK TRAIL												
101+50 TO 111+48												
111+48 TO 124+25												
124+25 TO 137+07												
137+07 TO 149+92												
149+92 TO 160+00												
TOTAL		442	427	54269	1268							

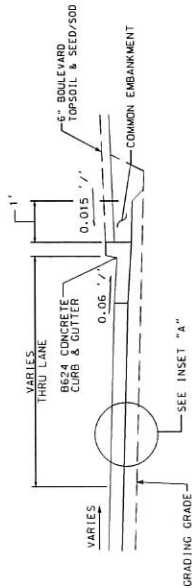
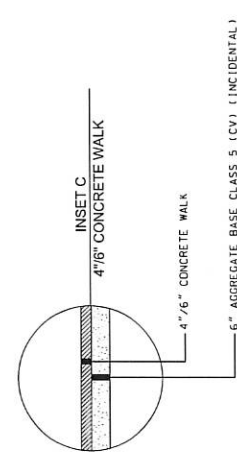
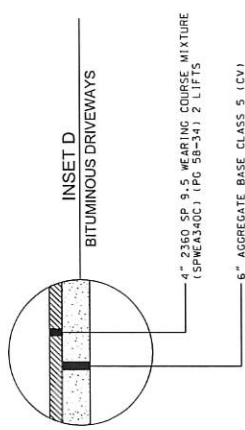
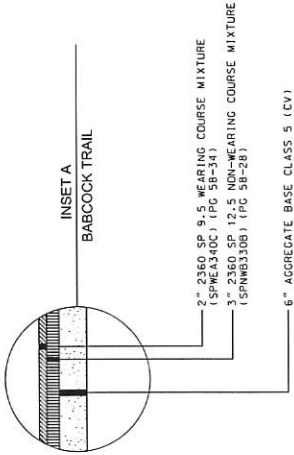
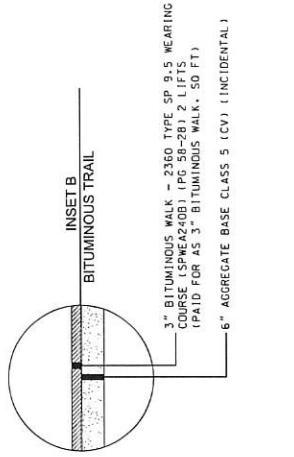
TURF ESTABLISHMENT & EROSION CONTROL TABULATION												D
LOCATION	SEED MIXTURE 25-151 120 LBS/ACRE	FERTILIZER TYPE 3 (22-5-10) 350 LBS/ACRE	STORM DRAIN INLET PROTECTION	CULVERT END CONTROLS	SODDING TYPE LAWN	SEDIMENT CONTROL LOC TYPE WOOD FIBER	SILT FENCE TYPE #5					
	POUND	POUND	EACH	EACH	SO YD	SO YD	SO YD					
BABCOCK TRAIL												
101+50 TO 111+48												
111+48 TO 124+25												
124+25 TO 137+07												
137+07 TO 149+92												
149+92 TO 160+00												
TOTAL	114	337	26	1	7826	961	14226					

NO.	DATE	BY	CHK	REVISIONS	DESIGN BY	CJB	CHK BY	ACJ	CHK BY	ACJ	APPROVED BY	AP	DATE	8-22-2017	LICENSE NO.	43292	WSP	CITY OF INVER GROVE HEIGHTS	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN	SHEET 5 OF 47 SHEETS
																			TABULATED QUANTITIES		

EARTHWORK TABULATION										E
STATION	EXCAVATION - COMMON			COMMON EMBANKMENT			EMBANKMENT TOPSOIL BORROW			
	AREA SF	VOLUME CY	AREA SF	VOLUME CY	AREA SF	VOLUME CY	AREA SF	VOLUME CY	AREA SF	VOLUME CY
BABCOCK TRAIL										
102+00	14		17						5	
103+00	16	56	26	80					7	22
104+00	19	64	37	117					9	30
105+00	31	93	247	525					25	63
106+00	18	54	14	42					10	26
107+00	13	38	9	116					4	14
108+00	15	52	3	23					3	14
109+00	5	37	20	43					4	14
110+00	17	40	76	181					9	25
111+00	17	40	31	74					8	25
112+00	17	64	42	147					8	30
113+00	16	62	4	86					4	22
114+00	15	58	14	34					5	17
115+00	22	69	50	119					12	32
116+00	18	54	16	46					10	26
117+00	16	66	45	183					7	30
118+00	15	58	13	105					5	23
119+00	15	57	43	105					7	22
120+00	14	55	22	121					7	25
121+00	23	73	46	130					10	28
122+00	29	96	29	138					9	36
123+00	24	98	79	199					14	43
124+00	22	85	37	215					9	44
125+00	22	85	37	215					9	44
126+00	22	85	37	215					9	44
127+00	22	85	37	215					9	44
128+00	26	89	84	291					13	47
129+00	40	123	54	255					17	56
130+00	47	163	111	305					28	64
131+00	37	108	158	392					20	59
132+00	32	115	108	455					17	69
133+00	17	92	12	222					8	45
134+00	118	252	51	117					27	65
135+00	42	294	135	312					23	72
136+00	18	54	32	72					16	60
137+00	35	131	47	142					18	60
138+00	59	174	77	219					24	74
139+00	62	225	163	445					38	114
140+00	79	261	53	400					20	57
141+00	77	261	53	400					20	57
142+00	111	350	28	94					28	94
143+00	105	400	25	99					25	99
144+00	89	359	74	184					35	113
145+00	96	344	91	416					33	127
146+00	94	344	91	416					33	127
147+00	94	344	91	416					33	127
148+00	62	289	39	133					18	73
149+00	61	228	16	102					16	65
150+00	34	176	31	51					11	51
151+00	30	103	15	74					15	55
152+00	25	113	40	103					13	52
153+00	34	111	15	102					15	51
154+00	7	78	15	54					5	37
155+00	13	13	6	36					4	39
156+00	20	112	4	38					4	39
157+00	18	72	5	18					5	18
158+00										
159+00										
SUBTOTAL (BABCOCK TRAIL)			8602		10747					3124

NOTES:
 1. PLACING, HAULING AND DISPOSING OF EXCAVATED MATERIALS IS CONSIDERED INCIDENTAL.
 2. EXCESS SOILS SHALL BE SUBTRACTED FROM THE COMMON EXCAVATION QUANTITIES. THE ASSUMED PAVEMENT DEPTH FOR BABCOCK TRAIL IS 6".
 3. ALL STOCKPILE AREAS SHALL BE APPROVED BY THE ENGINEER.
 4. EXCESS SOILS NOT USED ON THE PROJECT SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE OF THE RIGHT OF WAY. NO DIRECT DISPOSAL OF EXCESS MATERIALS. DISPOSAL SITES SHALL BE LEFT IN A WELL GRADED CONDITION WITH ALL SOLID WASTES AND BOLLERS ADEQUATELY COVERED.
 5. UNLESS DIRECTED OTHERWISE BY THE PROJECT ENGINEER, ANY MATERIAL THAT IS FOUND TO BE UNNECESSARY FOR THE PROJECT SHALL BE REMOVED FROM THE PROJECT SITE. THE DISPOSAL AND ALL RELATED ITEMS WILL BE CONSIDERED INCIDENTAL.

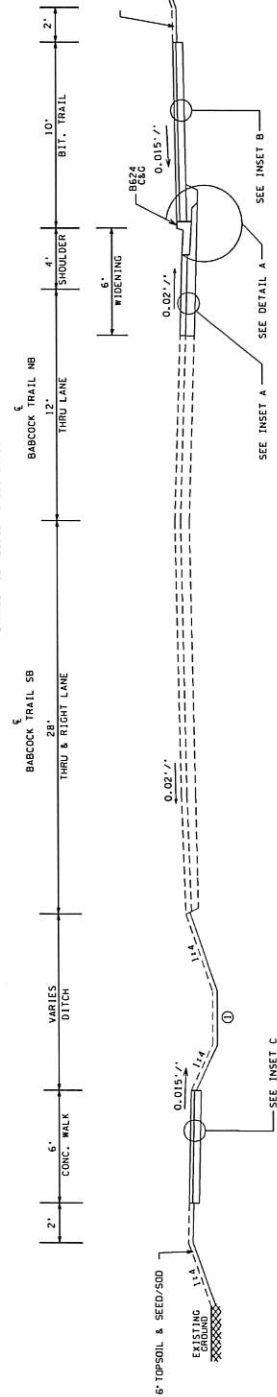
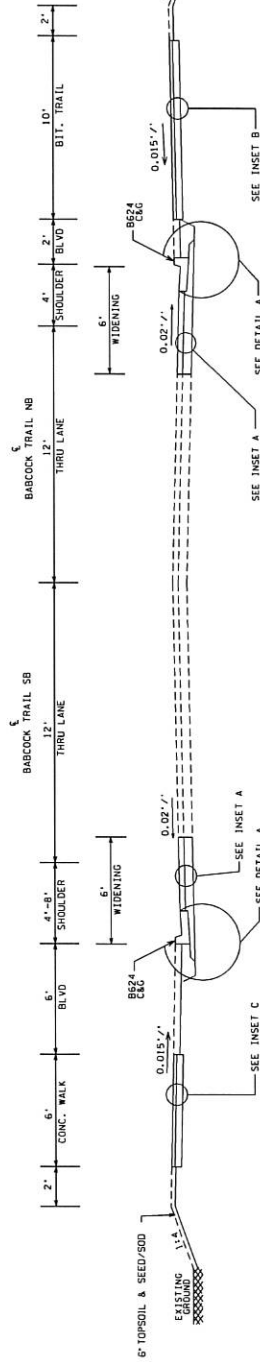
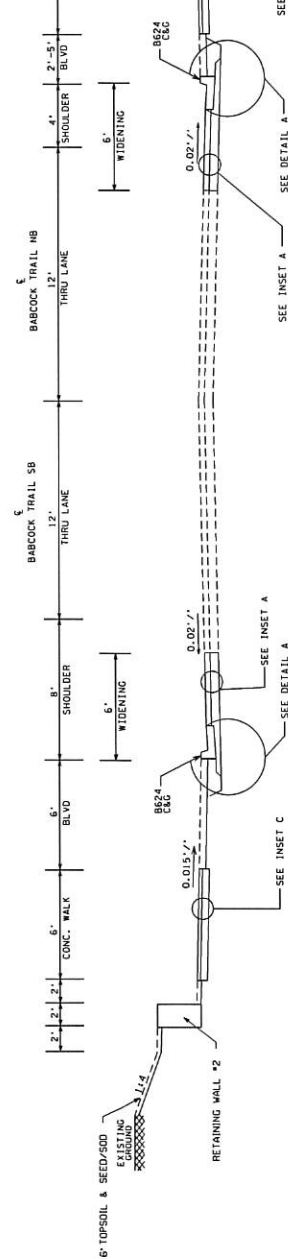
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/20/21 ANDREW P. CONWAY, PE LICENSE NO. 46820		CITY OF INVER GROVE HEIGHTS	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN EARTHWORK TABULATION	SHEET 6 OF 47 SHEETS
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NOTES:

1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED PRIOR TO THE CONSTRUCTION. MATERIAL SHALL BE PLACED ON BACK SLOPES.
2. ALL EDGE DIMENSIONS ARE FACE TO FACE OF CURB OR TO THE EDGE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
3. ALL EMBANKMENT MATERIAL SHALL BE APPROVED BY THE ENGINEER. ALL CONCRETE AND BITUMINOUS REMOVAL MUST BE DISPOSED OF OFF-SITE. REMOVAL AND DISPOSAL OF EXCESS MATERIAL SHALL BE INCIDENTAL.
4. CLEAR ZONE SHALL BE AT LEAST 2 FEET ON EACH SIDE OF TRAIL. ANY OBSTRUCTIONS SHALL BE PLACED WITHIN THIS ZONE.

CITY OF INVER GROVE HEIGHTS		BABCOCK TRAIL IMPROVEMENTS		CITY OF INVER GROVE HEIGHTS, MN		SHEET 7 OF 47
CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS		TYPICAL SECTIONS		
WSB		INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS		
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DESIGN BY: CJB		DATE: 8/2/2017		
		CHECKED BY: ACJ		APPROVED BY: AJP		
		DATE: 8/2/2017		LIC. NO. 44228		



1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE PROJECT. THIS MATERIAL SHALL BE PLACED ON BACK SLOPES.
2. ALL EDGE DIMENSIONS ARE FACE TO FACE OF CURB OR TO THE EDGE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
3. ALL EMBANKMENT MATERIAL SHALL BE APPROVED BY THE ENGINEER. ALL CONCRETE AND BITUMINOUS REMOVAL MUST BE DISPOSED OF AT THE STATIONED REMOVAL AND DISPOSAL OF EXCESS MATERIAL SHALL BE INCIDENTAL.
4. CLEAR ZONE SHALL BE AT LEAST 2 FEET ON EACH SIDE OF TRAIL. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THIS ZONE.

① SEE CROSS-SECTIONS FOR EXACT DITCH ELEVATIONS.

NO.	DATE	BY	CHK	REVISIONS	Design by	CJB
					Plan by	ACJ
					Checked by	APJ
					Approved by	AP

DATE: 8/2/2017 LICENSE NO.: 44303

ANDREW FLOWMAN PE

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.

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



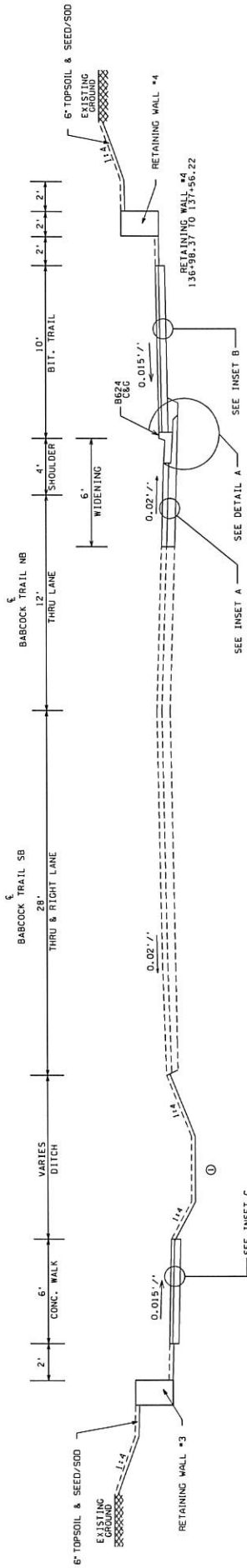
CITY OF
INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

CITY OF INVER GROVE HEIGHTS, MN

TYPICAL SECTIONS

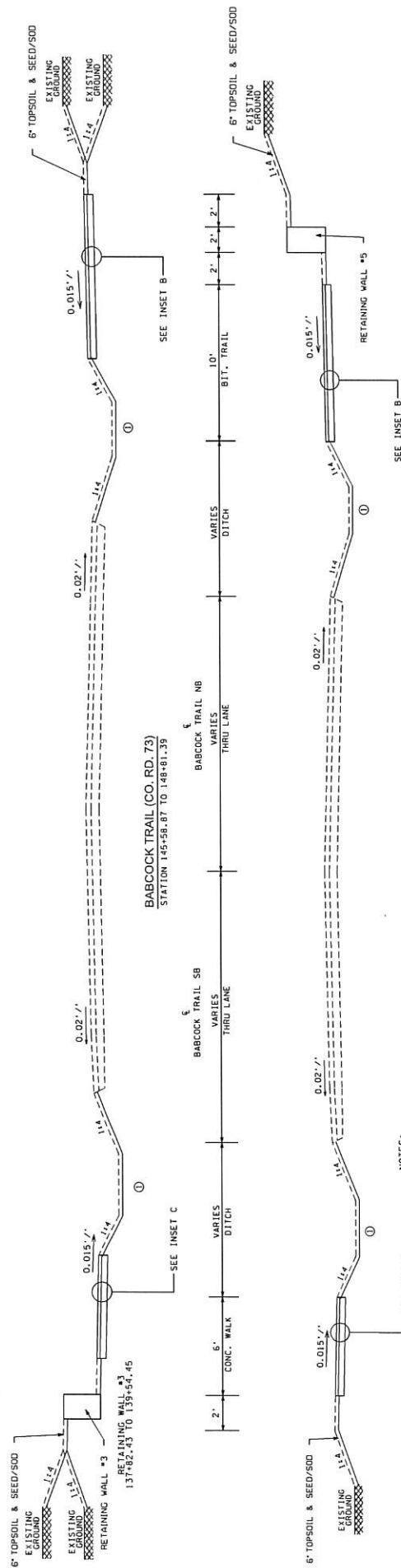
BABCOCK TRAIL (CO. RD. 73)
STATION 135+56.19 TO 137+82.43



BABCOCK TRAIL (CO. RD. 73)
STATION 137+82.43 TO 145+58.87
STATION 148+81.39 TO 151+05.72



BABCOCK TRAIL (CO. RD. 73)
STATION 145+58.87 TO 148+81.39



- NOTES:
1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE PROJECT. THIS MATERIAL SHALL BE PLACED ON BACK SLOPES.
 2. ALL EDGE DIMENSIONS ARE FACE TO FACE OF CURB OR TO THE EDGE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
 3. ALL EMBANKMENT MATERIAL SHALL BE APPROVED BY THE ENGINEER. ALL CONCRETE AND BITUMINOUS REMOVAL MUST BE DISPOSED OF OFF-SITE. REMOVAL AND DISPOSAL OF EXCESS MATERIAL SHALL BE INCIDENTAL.
 4. CLEAR ZONE SHALL BE AT LEAST 2 FEET ON EACH SIDE OF TRAIL. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THIS ZONE.

① SEE CROSS-SECTIONS FOR EXACT DITCH ELEVATIONS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



CITY OF
INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

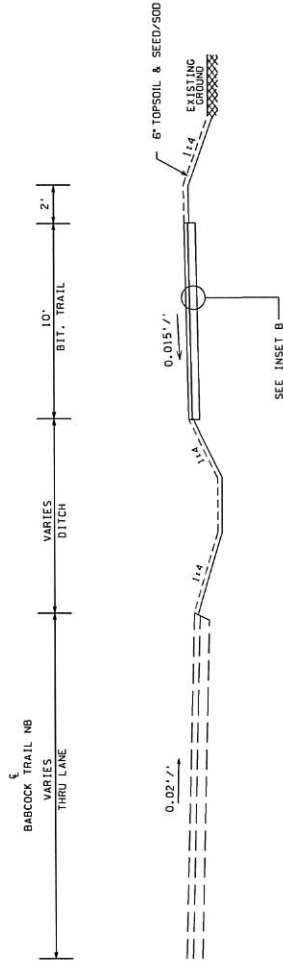
CITY OF INVER GROVE HEIGHTS, MN
TYPICAL SECTIONS

SHEET
10
OF
47
SHEETS

NO.	DATE	BY	CHK	REVISION
1				
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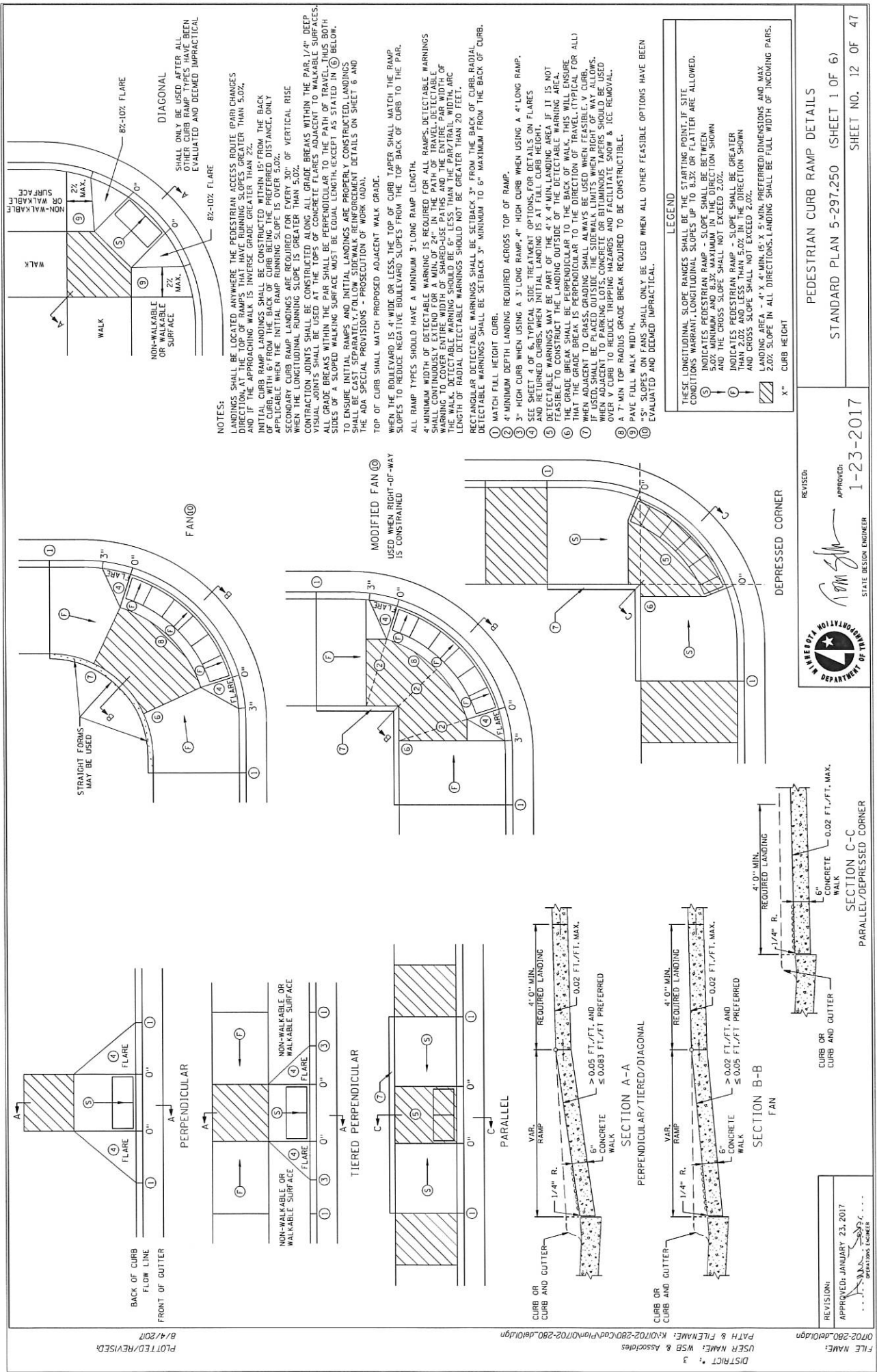
BABCOCK TRAIL (CO. RD. 73)
STATION 151+00.72 TO 160+00



NOTES:

1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE PROJECT. THIS MATERIAL SHALL BE PLACED ON BACK SLOPES.
 2. ALL EDGE DIMENSIONS ARE FACE TO FACE OF CURB OR THE EDGE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
 3. ALL EMBANKMENT MATERIAL SHALL BE APPROVED BY THE ENGINEER. ALL CONCRETE AND PAVER JOINTS SHALL BE REINFORCED WITH 2# BARS. ALL EMBANKMENTS SHALL BE PROTECTED WITH EROSION CONTROL. EXCESS MATERIAL SHALL BE INCIDENTAL.
 4. CLEAR ZONE SHALL BE AT LEAST 2 FEET ON EACH SIDE OF TRAIL. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THIS ZONE.
- ① SEE CROSS-SECTIONS FOR EXACT DITCH ELEVATIONS.

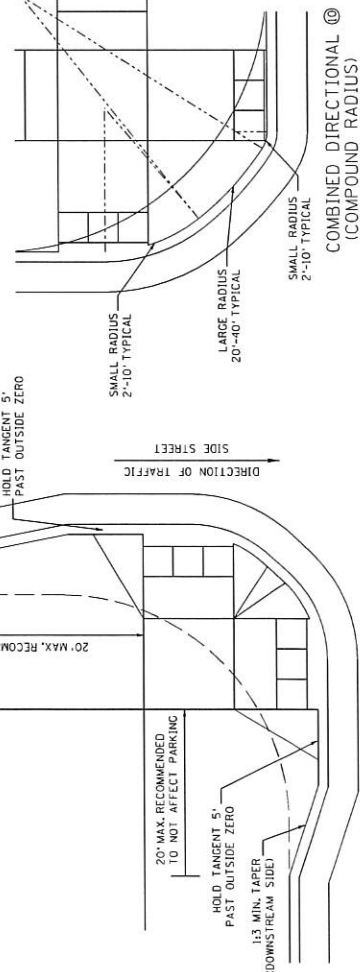
CITY OF INVER GROVE HEIGHTS, MN		SHEET 11 OF 47	
BABCOCK TRAIL IMPROVEMENTS		TYPICAL SECTIONS	
CITY OF INVER GROVE HEIGHTS			
CITY OF INVER GROVE HEIGHTS			
WSB			
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DATE: 02.2017	
DESIGN BY: CJB		APPROVED BY: AJP	
CHECKED BY: ACJ		APPROVED BY: AJP	
DATE: 02.2017		LICENSE NO. 43200	
ANDREW FLOMAN, PE			





NOTES:
POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.
NO PONDING SHALL BE PRESENT IN THE PAR.

- 1 ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4" INCH.
- 2 FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE, CURB RAMP TYPES INCLUDE: PERPENDICULAR, FAN, DEPRESSED CORNERS, AND DIAGONAL RAMPS.
- 3 FOR USE AT CURB RAMP SLOPE TRANSITION, CURB RAMP TYPES INCLUDE: FAN, DEPRESSED CORNERS, AND DIAGONAL RAMPS.
- 4 PERPENDICULAR TO FLOW LINE SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
- 5 BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
- 6 THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
- 7 ELEVATION CHANGE TAKES PLACE FROM AN EXISTING TO A NEW GUTTER.
- 8 PATCH IS USED TO MATCH THE NEW GUTTER TO THE EXISTING ROADWAY.
- 9 VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.



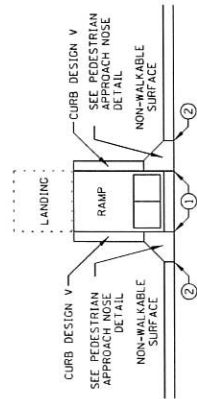
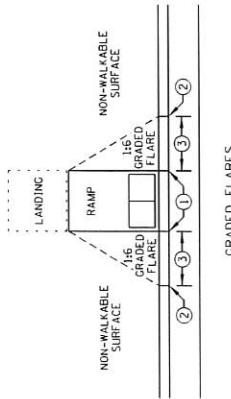
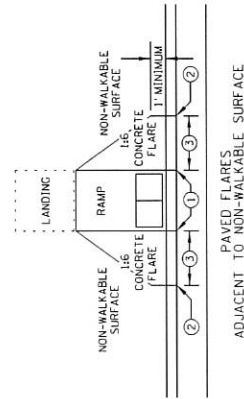
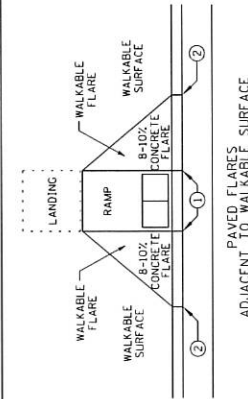
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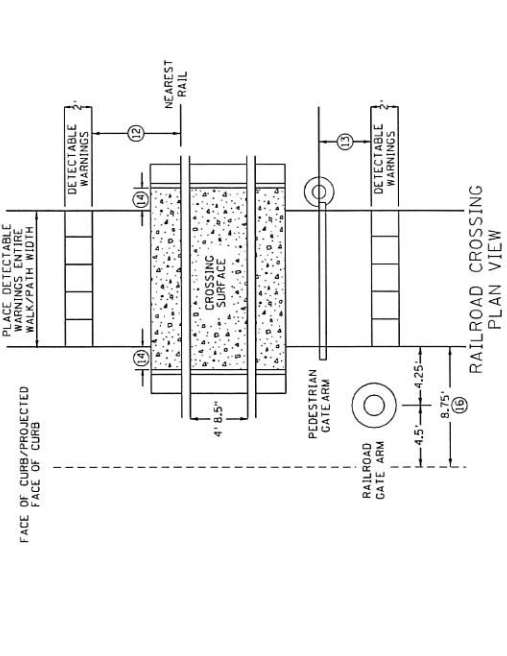
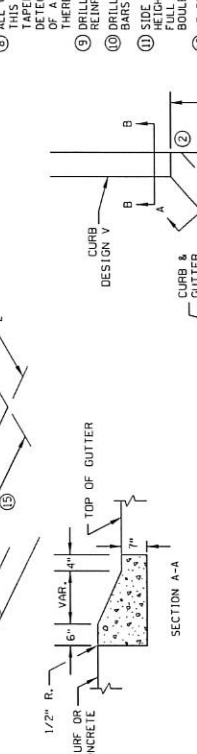
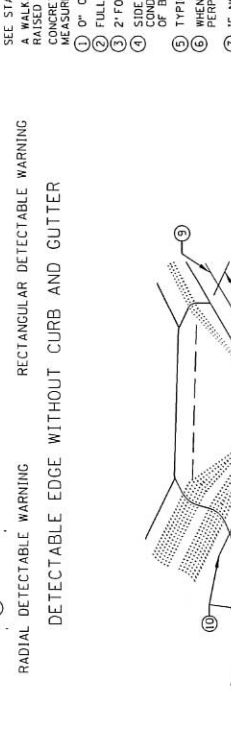
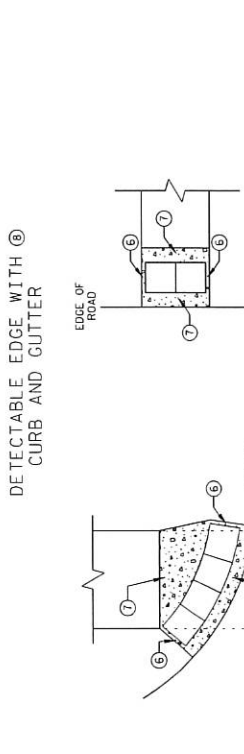
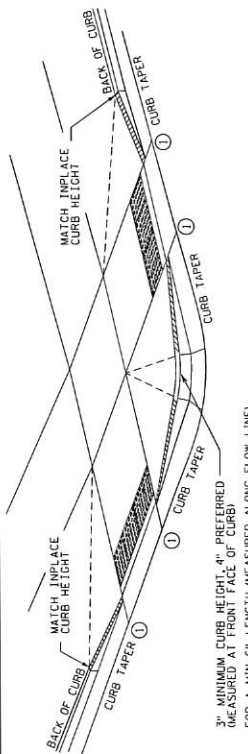
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(HHS) C

OF 6)



TYPICAL SIDE TREATMENT OPTIONS ④ ⑤



- NOTES:
- SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.
 - A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITH TWO (2) MINIMUM 3\"/>
 - CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMP FROM THE BACK OF CURB.
 - 0\"/>
 - 2\"/>
 - SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS WARRANT. DETECTABLE WARNING SURFACES SHOULD BE PLACED 1' FROM THE BACK OF CURB.
 - TYPICALLY USED FOR MEDIANS AND ISLANDS.
 - NO CONCRETE FLARES ARE PROPOSED. THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3\"/>
 - IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNING SHALL BE PLACED 1' FROM THE EDGE OF BULLEVERGE ROADWAY AND/OR BULLEVERGE SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
 - ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNING WHEN THE TAPER STARTS WITHIN 3\"/>
 - DETECTABLE WARNING SURFACES ARE CONSIDERED A DETECTABLE EDGE TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
 - DRILL AND GROUT 1\"/>
 - DRILL AND GROUT 2\"/>
 - SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB. WHEN THE CURB WHEN THE INITIAL LANDING IS MORE THAN 1\"/>
 - NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12\"/>
 - WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATE OPPOSITE THE RAIL. 2\"/>
 - CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.
 - 3\"/>
 - SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297-250 (SHEET 4 OF 6)

1-23-2017

APPROVED:

STATE DESIGN ENGINEER

FILE NAME: 0702-280.dwg

USER NAME: WS& Associates

DISTRICT: 3

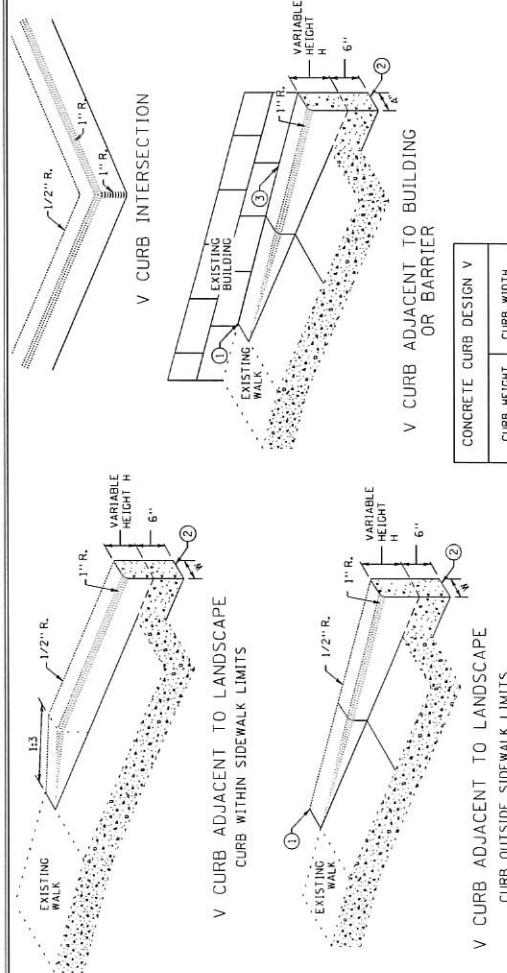
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PLOTTED/REVISED: 8/4/2017

REVISION:

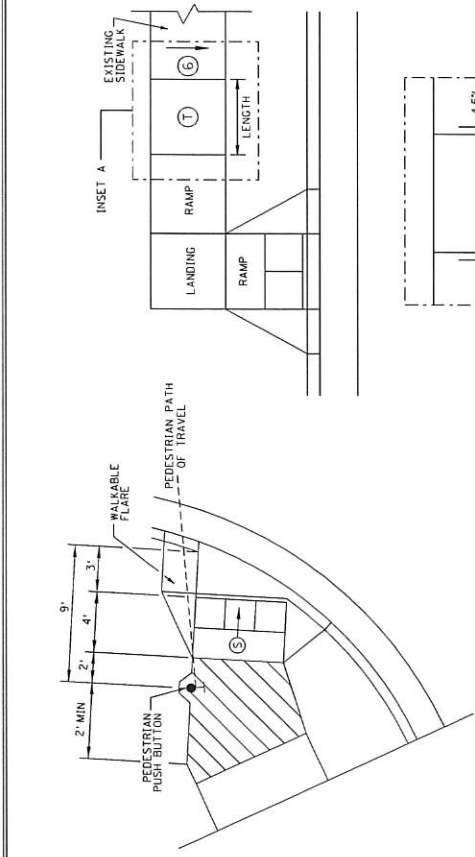
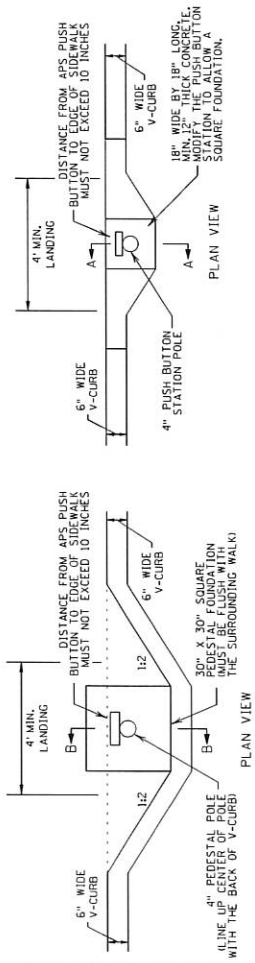
APPROVED: JANUARY 23, 2017

STATE DESIGN ENGINEER



CONCRETE CURB DESIGN V

CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



SEMI-DIRECTIONAL RAMP (3,4,9)
3" DOME SETBACK, 4" LONG RAMP, AND
PUSH BUTTON 9" FROM THE BACK OF CURB
PRIMARILY USED FOR APS APPLICATIONS
WHERE THE PAR DOES NOT CONTINUE PAST
THE PUSH BUTTON (DEAD-END SIDEWALK)

- NOTES:**
- A WALKABLE FLARE IS AN 8.0% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS PUSH BUTTON TRAVEL OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A V CURB TRAVELERS THE FLARE.
 - ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.
 - WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TO V CURB SHOULD BE MINIMIZED.
 - V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.
 - V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.
 - END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
 - ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
 - BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.
 - THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1" LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
 - TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
 - EXISTING CROSS SLOPE GREATER THAN 2.0%.

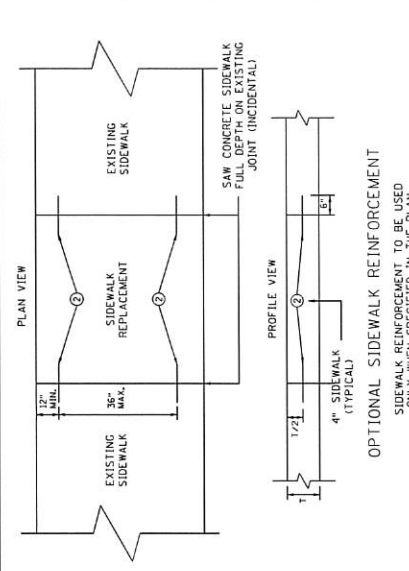
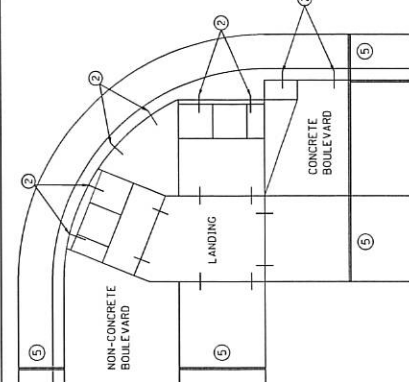
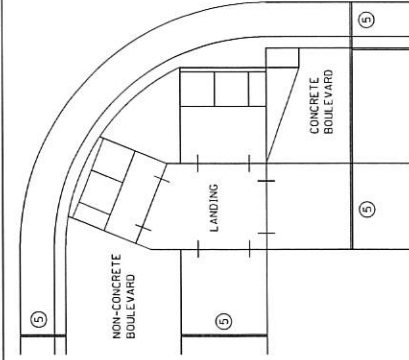
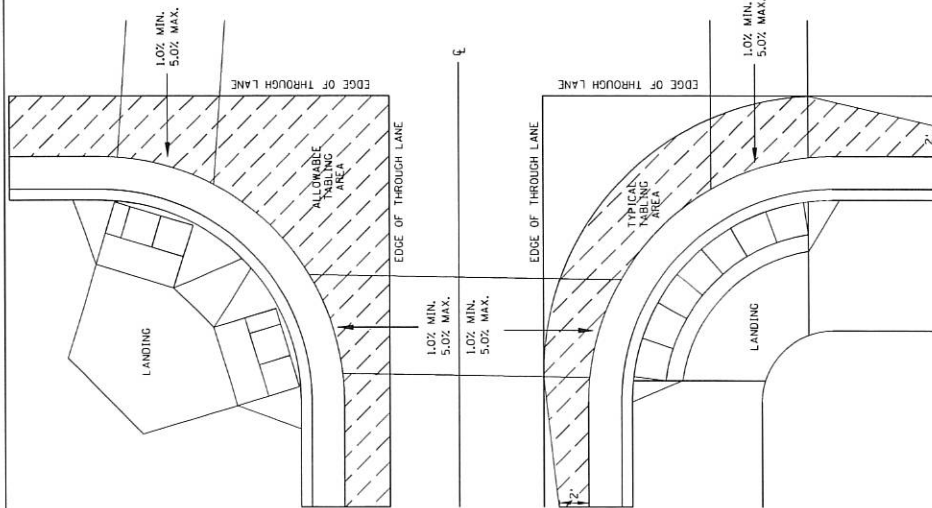
LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT, IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

① LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX. 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

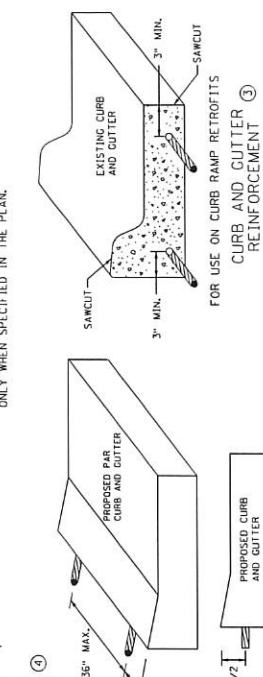
① TRANSITION PANELS - TO BE USED FOR TRANSITIONING THE CROSS SLOPE OF THE SIDEWALK TO THE FULL CURB HEIGHT. THE CROSS SLOPE OF THE TRANSITION PANELS SHALL BE 0.5% PER 1' LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.



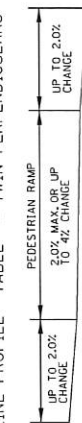
EXPANSION MATERIAL PLACEMENT FOR CONCRETE AND BITUMINOUS ROADWAYS

OPTIONAL CURB LINE REINFORCEMENT PLACEMENT ON BITUMINOUS ROADWAYS

OPTIONAL SIDEWALK REINFORCEMENT SIDEWALK REINFORCEMENT TO BE USED ONLY WHEN SPECIFIED IN THE PLAN.



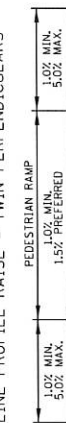
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



FLOW LINE PROFILE "TABLE" - FAN



FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



FLOW LINE PROFILE RAISE - FAN

CURB LINE AND ROAD CROSSING ADJUSTMENTS

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK. IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS. RECONSTRUCTION PROJECTS ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS "TABLING" OF FLOW LINES IN FRONT OF THE PEDESTRIAN RAMP IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2% WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WITHIN THE THROUGH LANE. THE FOLLOWING CRITERIA:

- 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 5.0% MAX. CROSS-SLOPE OF THE ROAD
- "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

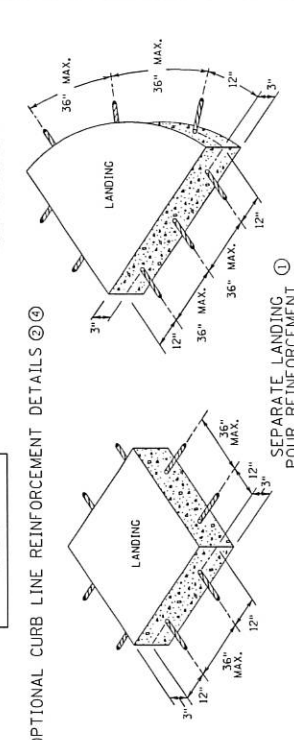
STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT SHALL BE REPLACED ON BITUMINOUS ROADWAYS AND FULL-DEPTH ASPHALT REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMP OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 5.0% MAX. CROSS-SLOPE OF THE ROAD
- LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

SEPARATE LANDING POUR REINFORCEMENT

OPTIONAL CURB LINE REINFORCEMENT DETAILS



NOTES:

- 1 TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND CURED SEPARATELY IN AN ISOLATED POUR. FOLLOWING SIDEWALK REINFORCEMENT SHALL BE USED FOR SEPARATELY POURED INITIAL LANDINGS.
- 2 INITIAL LANDINGS SHALL BE FORMED AND CURED SEPARATELY IN AN ISOLATED POUR. FOLLOWING SIDEWALK REINFORCEMENT SHALL BE USED FOR SEPARATELY POURED INITIAL LANDINGS.
- 3 DRILL AND GROUT 2 - NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS WITHIN RADIUS.
- 4 THIS OPTIONAL CURB LINE REINFORCEMENT DETAIL SHOULD ONLY BE USED ON BITUMINOUS ROADWAYS WHEN SPECIFIED IN THE PLAN.
- 5 1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MNDOT SPEC. 3702.

REVISOR: 1-23-2017

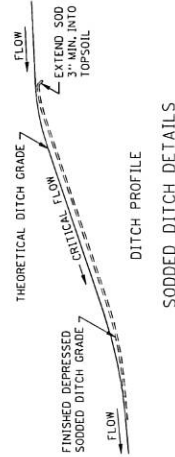
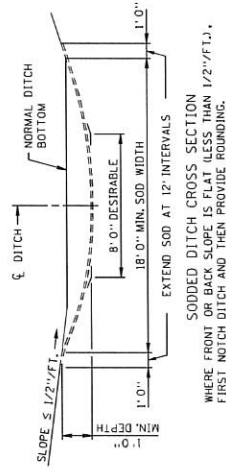
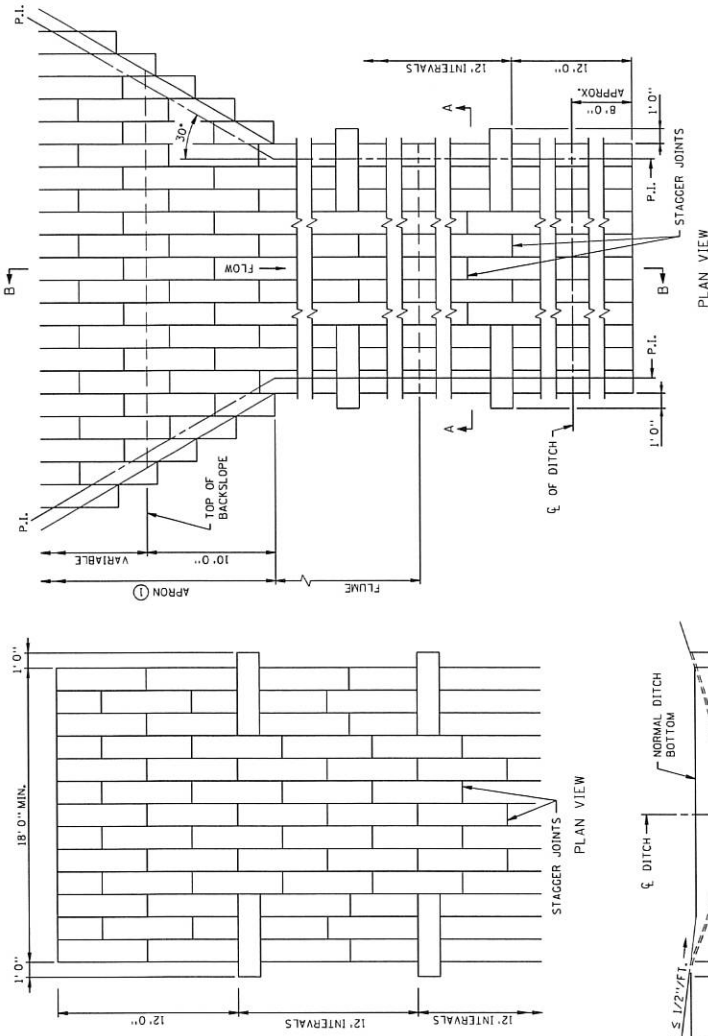
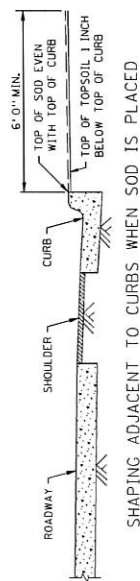
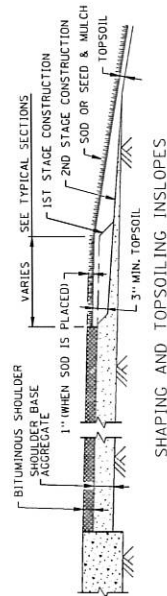
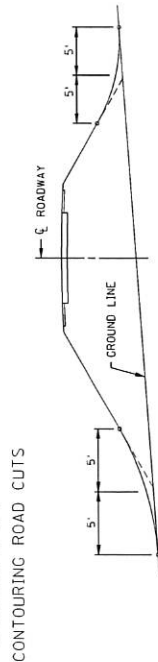
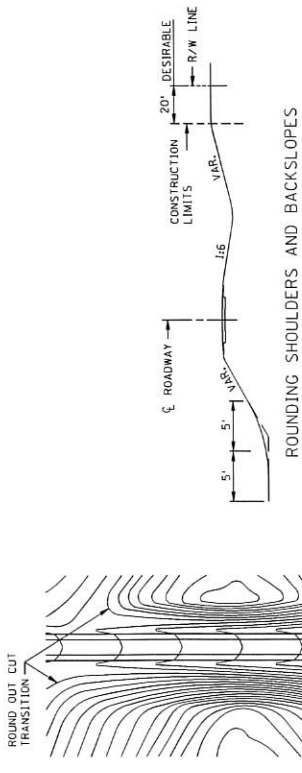
APPROVED: 1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 (SHEET 6 OF 6)

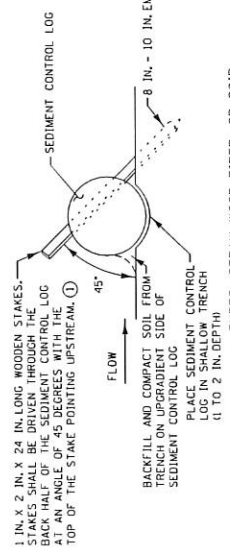
SHEET NO. 17 OF 47



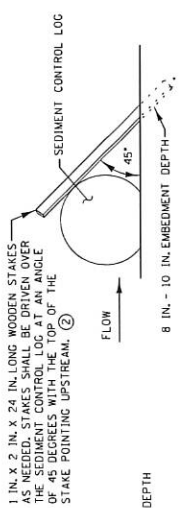
NOTES:
SEE SPEC. 2575.3 FOR ADDITIONAL INFORMATION.
① CONSTRUCT TAPER AS DIRECTED BY THE ENGINEER.

REVISION:
APPROVED: 2-28-2017
STATE DESIGN ENGINEER

PERMANENT EROSION CONTROL
STANDARD PLAN 5-297.404 (SHEET 1 OF 1)
SHEET NO. 18 OF 47

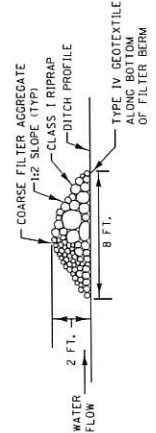


TYPES: STRAW, WOOD FIBER, OR COIR

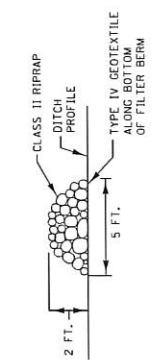


TYPES: WOOD CHIP, COMPOST, OR ROCK

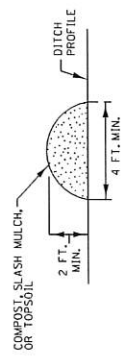
SEDIMENT CONTROL LOGS



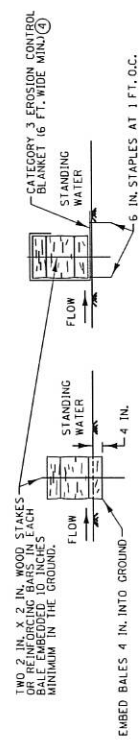
TYPE 3 (ROCK WEEPER)



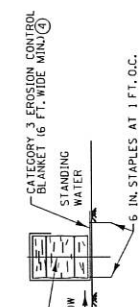
TYPE 5 (ROCK)
FILTER BERMS



TYPE 1 (COMPOST), TYPE 2 (SLASH MULCH), OR TYPE 4 (TOPSOIL)



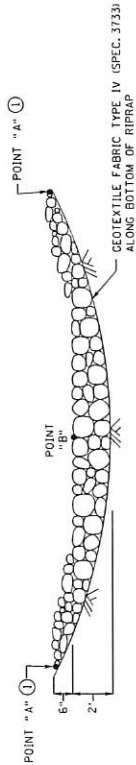
EMBEDMENT METHOD (ALTERNATE)



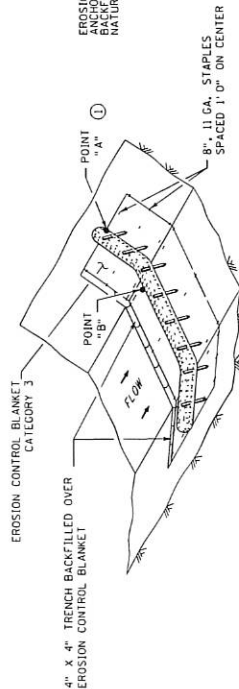
BALE BARRIERS ③

NOTES:
SEE SPECS. 2573, 3149, 3874, 3882, 3886, & 3897.

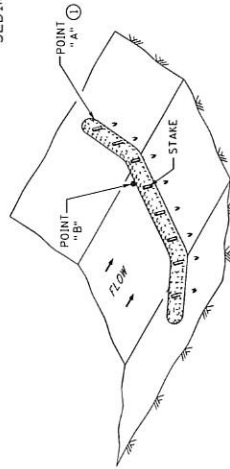
- ① SPACE BETWEEN STAKES SHALL BE A MAXIMUM OF 1 FOOT FOR DITCH CHECKS OR 2 FEET FOR OTHER APPLICATIONS.
- ② PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.
- ③ TO BE USED FOR CRITICAL PERIMETER CONTROL AREAS WHERE STANDING WATER OCCURS (6 INCH MAX. DEPTH). BALES SHALL CONSIST OF TYPE 1 MULCH OF APPROXIMATELY 14 IN. x 18 IN. x 36 IN. LONG. BALES SHALL BE PLACED ON EDGE AND BUTTED TIGHT TO ADJACENT BALES.
- ④ INSTEAD OF TRENCHING, PLACE BALE ON THE BLANKET AND WRAP BLANKET AROUND THE BALE. PLACE STAKE THROUGH BALE AND BLANKET.



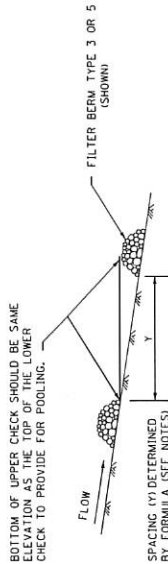
ROCK DITCH CHECKS
 FILTER BERMS TYPE 3 (ROCK WEEPER) OR FILTER TYPE 5 (ROCK) ② ③
 (FOR USE ON ROUGH GRADED AREAS)



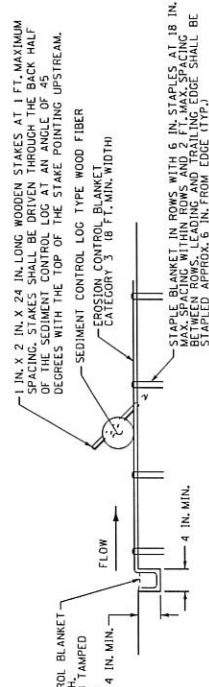
SEDIMENT CONTROL LOG TYPE BLANKET SYSTEM ④



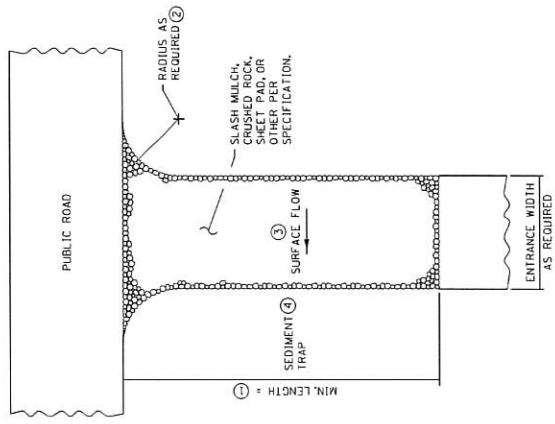
SEDIMENT CONTROL LOG TYPE WOOD FIBER, OR TYPE COMPOST ⑤
 (FOR USE ON ROUGH GRADED AREAS)



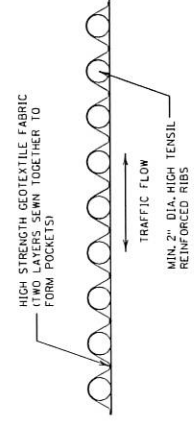
DITCH CHECK SPACING
 (FOR ALL FILTER BERM TYPES)



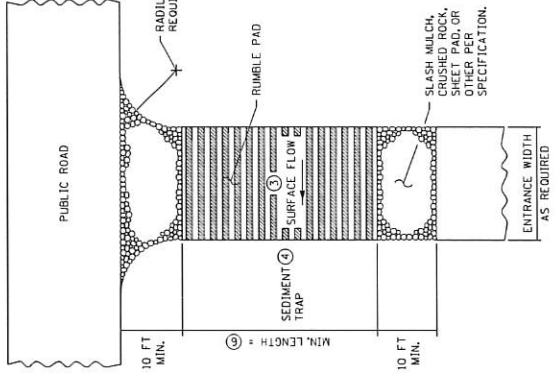
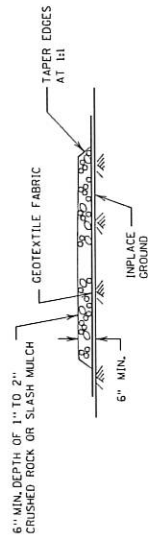
- NOTES:
- SEE SPECS. 2573.3601, 3733.3885, 3886 & 3889.
- FOR DITCH CHECKS, PLACE SEDIMENT CONTROL LOG PERPENDICULAR TO FLOW AND IN A CRESCENT SHAPE WITH THE ENDS FACING UPSTREAM.
- APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM THE FOLLOWING SPACING FORMULA:
- $$\text{APPROXIMATE SPACING OF DITCH CHECKS (FT.)} = Y = \frac{Z}{2} \times \text{CHANNEL SLOPE} \times 100$$
- ① POINT "A" MUST BE A MINIMUM OF 6 INCHES HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
- ② PERMANENT ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.
- ③ DITCH GRADE 3% - 5% MAX. FLOW VELOCITY 12 FT./SEC.
- ④ DITCH GRADE 1.5% - 3% MAX. FLOW VELOCITY 4.5 FT./SEC.
- ⑤ DITCH GRADE 1.5% - 3% MAX. FLOW VELOCITY 1.5 FT./SEC.



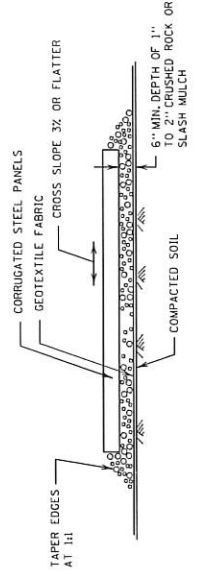
SLASH MULCH, CRUSHED ROCK, OR SHEET
PAD CONSTRUCTION EXIT ⑤⑦



SHEET PAD



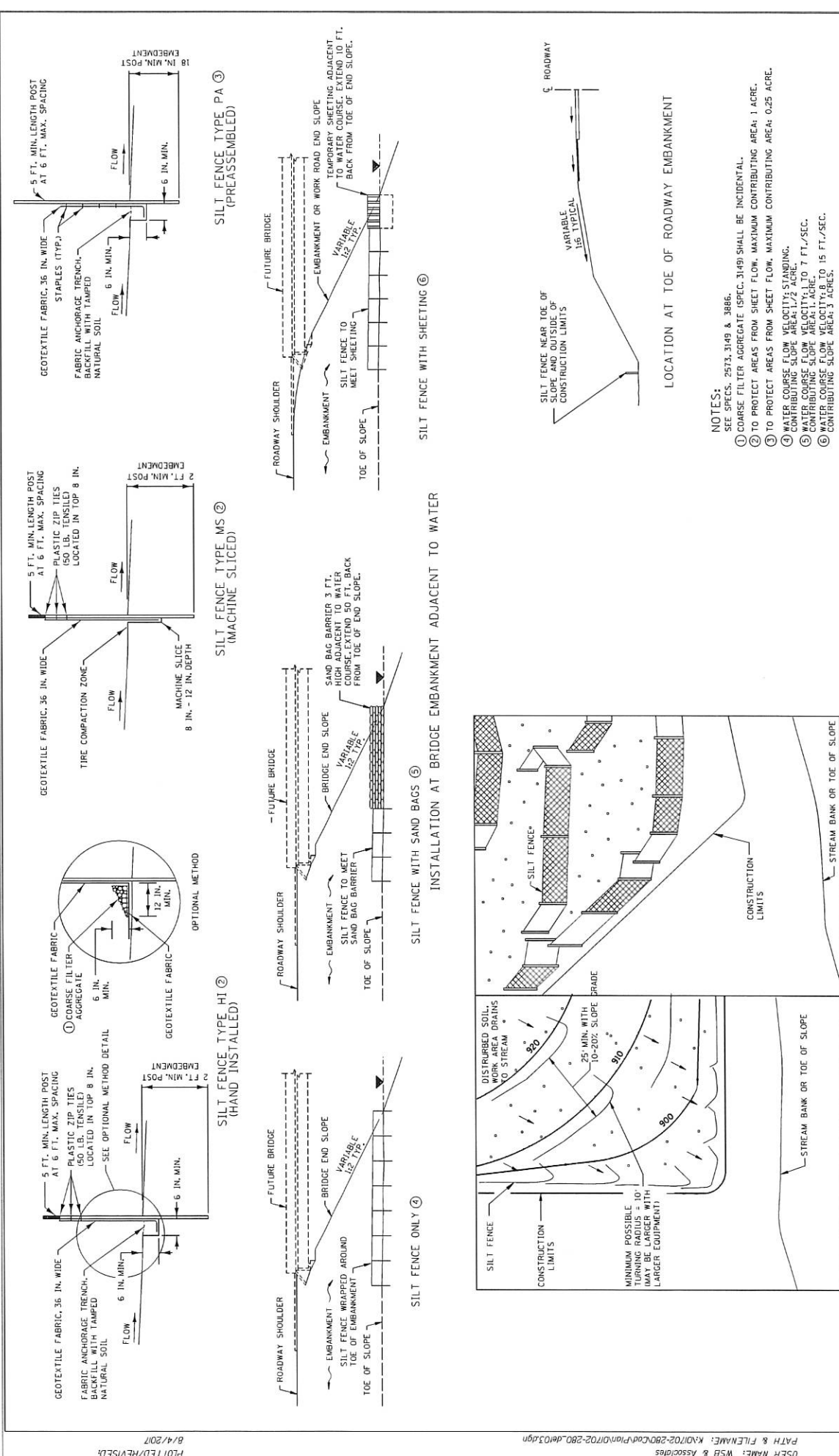
RUMBLE PAD
CONSTRUCTION EXIT ⑤⑦



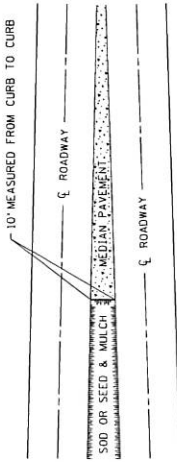
RUMBLE PAD

NOTES:

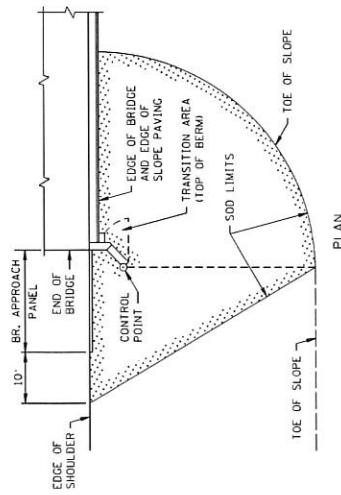
- SEE SPECS. 2573 & 3882.
- MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
- PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.
- IF RUNOFF FROM DISTURBED AREAS FLOWS TOWARD CONSTRUCTION EXITS, PREVENT RUNOFF FROM DRAINING DIRECTLY TO PUBLIC ROAD OR CONSTRUCTION EXIT BY CONFINING THE RUNOFF TO ONE SIDE OF THE SITE. IF SURFACE GRADING IS INSUFFICIENT, PROVIDE OTHER MEANS OF INTERCEPTING RUNOFF.
- IF RUNOFF FROM CONSTRUCTION EXITS WILL DRAIN OFF OF PROJECT SITE, PROVIDE SEDIMENT TRAP WITH STABILIZED OVERFLOW.
- IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.
- MINIMUM LENGTH OF RUMBLE PAD SHALL BE 20 FEET, OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRACKED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR OTHER MEANS OF PREVENTING RUNOFF SHALL BE PROVIDED. RUMBLE PAD LENGTHENING SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.
- MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL (SLASH MULCH OR CRUSHED ROCK) OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.



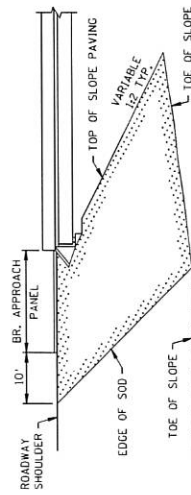
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 REVISION: 2-28-2017
 APPROVED: [Signature]
 J-HOOK INSTALLATION
 PLAN VIEW
 PERSPECTIVE VIEW
 TEMPORARY SEDIMENT CONTROL
 STANDARD PLAN 5-297.405 (SHEET 6 OF 7)
 SHEET NO. 23 OF 47



SODDING LIMITS AT GORE AREA

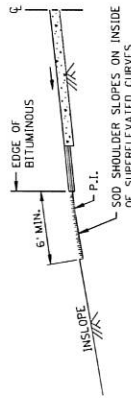


PLAN

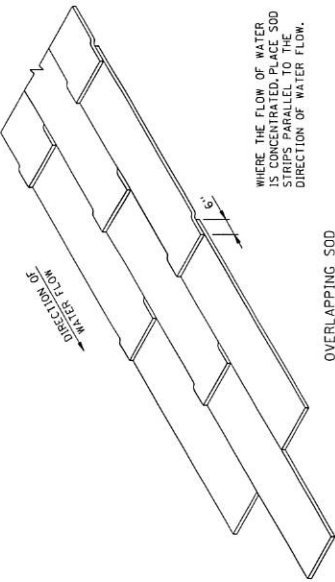


ELEVATION

SODDING LIMITS AT BRIDGE APPROACH FILLS

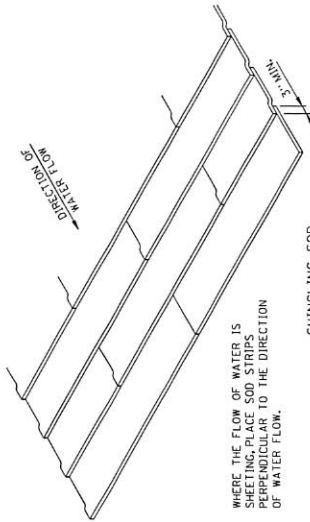


SODDING INSLOPES OF SUPER-ELEVATED CURVES



OVERLAPPING SOD

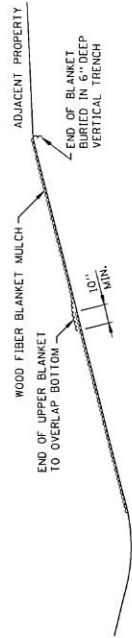
WHERE THE FLOW OF WATER IS CONCENTRATED, PLACE SOD STRIPS PARALLEL TO THE DIRECTION OF WATER FLOW.



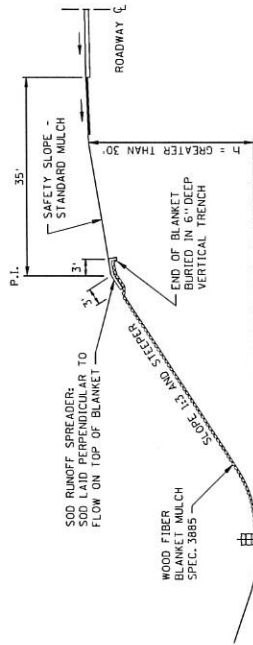
SHINGLING SOD

WHERE THE FLOW OF WATER IS SHEETING, PLACE SOD STRIPS PERPENDICULAR TO THE DIRECTION OF WATER FLOW.

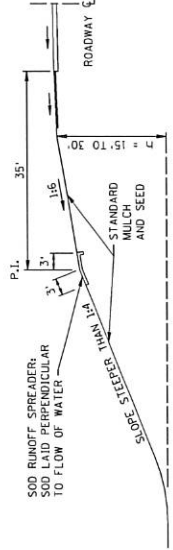
SPECIAL SOD PLACEMENT TECHNIQUES



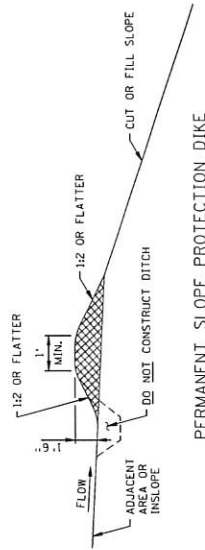
WOOD FIBER BLANKET INSTALLATION ON A CUT SLOPE



WOOD FIBER BLANKET INSTALLATION ON AN INSLOPE (WHEN REQUIRED)



BROKEN-BACK SAFETY FILL SLOPE

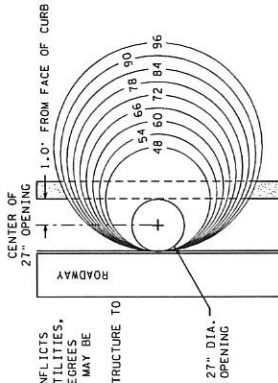


PERMANENT SLOPE PROTECTION DIKE

TABLE A

4020 DIAMETER	OFFSET FEET
48"	0.79
54"	1.08
60"	1.29
66"	1.58
72"	1.79
78"	2.08
84"	2.29
90"	2.58
96"	2.88
102"	3.17
108"	3.49
120"	3.79

WHERE THE 4020 DIAMETER CONFLICTS WITH OTHER STRUCTURES OR UTILITIES, ROTATE THE STRUCTURE 180 DEGREES TO PROVIDE CLEARANCE. THIS MAY BE ADJUSTED IN THE FIELD.
* OFFSET IS FROM CENTER OF STRUCTURE TO CENTER OF OPENING.



USE FOR 4020

THE FOLLOWING PLACEMENT LOCATIONS SHALL BE USED WITH CONCRETE CURB AND GUTTER.

THE CENTER OF GRADE STATION AND OFFSET LOCATION IS GIVEN IN THE DRAINAGE TABULATION

1. THE OFFSET FROM THE CENTER OF STRUCTURE TO THE CENTER OF GRADE IS GIVEN IN THE DRAINAGE TABULATION

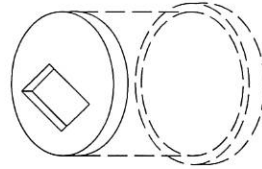
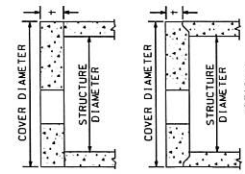
2. THE OFFSET "A" TO THE LEFT FOR 4020 STRUCTURES; OFFSET FOR 4005 STRUCTURES IS 0.9 FT.

3. THE CENTER OF OPENING IS 1.0' TOWARD THE ROADWAY FROM THE FACE OF CURB.

4. THE STRUCTURES THAT HAVE STEPS SHALL BE LOCATED ON THE ROADSIDE OF THE 27" OPENING AND MUST BE EASILY ACCESSIBLE. THE "STEP" LOCATION MAY NEED TO BE ADJUSTED IF THERE IS A LARGE PIPE DIRECTLY BELOW THE OPENING.

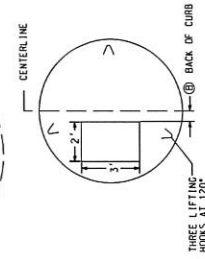
STRUCTURE LOCATION

NO SCALE



CENTERLINE

CENTERLINE

THREE LIFTING
HOOKS AT 120"THREE LIFTING
HOOKS AT 120"FOR 48" - 66"
STRUCTURE DIAMETERFOR 72" - 120"
STRUCTURE DIAMETER

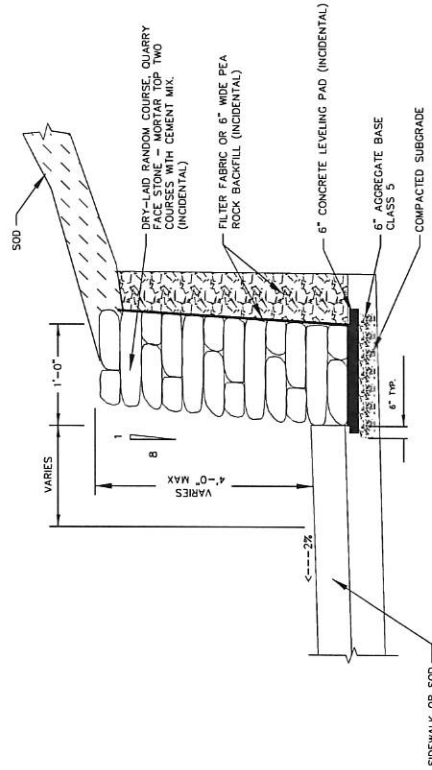
STRUCTURE LOCATION

NO SCALE

4022 TOP SLAB WITH RECTANGULAR OPENING

NO SCALE

STRUCTURE DIAMETER (IN.)	COVER DIAMETER (IN.)	MINIMUM T	A (IN.)	B (IN.)	WEIGHT OF COVER (LBS.)
48	54	8.0	6.0	6.0	350
54	60	8.0	6.0	6.0	370
60	66	8.0	6.0	6.0	390
66	72	8.0	6.0	6.0	410
72	78	8.0	6.0	6.0	430
78	84	8.0	6.0	6.0	450
84	90	8.0	6.0	6.0	470
90	96	8.0	6.0	6.0	490
96	102	8.0	6.0	6.0	510
102	108	8.0	6.0	6.0	530
108	114	8.0	6.0	6.0	550
114	120	8.0	6.0	6.0	570
120	126	8.0	6.0	6.0	590
126	132	8.0	6.0	6.0	610
132	138	8.0	6.0	6.0	630
138	144	8.0	6.0	6.0	650
144	150	8.0	6.0	6.0	670
150	156	8.0	6.0	6.0	690
156	162	8.0	6.0	6.0	710
162	168	8.0	6.0	6.0	730
168	174	8.0	6.0	6.0	750
174	180	8.0	6.0	6.0	770
180	186	8.0	6.0	6.0	790
186	192	8.0	6.0	6.0	810
192	198	8.0	6.0	6.0	830
198	204	8.0	6.0	6.0	850
204	210	8.0	6.0	6.0	870
210	216	8.0	6.0	6.0	890
216	222	8.0	6.0	6.0	910
222	228	8.0	6.0	6.0	930
228	234	8.0	6.0	6.0	950
234	240	8.0	6.0	6.0	970
240	246	8.0	6.0	6.0	990
246	252	8.0	6.0	6.0	1010
252	258	8.0	6.0	6.0	1030
258	264	8.0	6.0	6.0	1050
264	270	8.0	6.0	6.0	1070
270	276	8.0	6.0	6.0	1090
276	282	8.0	6.0	6.0	1110
282	288	8.0	6.0	6.0	1130
288	294	8.0	6.0	6.0	1150
294	300	8.0	6.0	6.0	1170
300	306	8.0	6.0	6.0	1190
306	312	8.0	6.0	6.0	1210
312	318	8.0	6.0	6.0	1230
318	324	8.0	6.0	6.0	1250
324	330	8.0	6.0	6.0	1270
330	336	8.0	6.0	6.0	1290
336	342	8.0	6.0	6.0	1310
342	348	8.0	6.0	6.0	1330
348	354	8.0	6.0	6.0	1350
354	360	8.0	6.0	6.0	1370
360	366	8.0	6.0	6.0	1390
366	372	8.0	6.0	6.0	1410
372	378	8.0	6.0	6.0	1430
378	384	8.0	6.0	6.0	1450
384	390	8.0	6.0	6.0	1470
390	396	8.0	6.0	6.0	1490
396	402	8.0	6.0	6.0	1510
402	408	8.0	6.0	6.0	1530
408	414	8.0	6.0	6.0	1550
414	420	8.0	6.0	6.0	1570
420	426	8.0	6.0	6.0	1590
426	432	8.0	6.0	6.0	1610
432	438	8.0	6.0	6.0	1630
438	444	8.0	6.0	6.0	1650
444	450	8.0	6.0	6.0	1670
450	456	8.0	6.0	6.0	1690
456	462	8.0	6.0	6.0	1710
462	468	8.0	6.0	6.0	1730
468	474	8.0	6.0	6.0	1750
474	480	8.0	6.0	6.0	1770
480	486	8.0	6.0	6.0	1790
486	492	8.0	6.0	6.0	1810
492	498	8.0	6.0	6.0	1830
498	504	8.0	6.0	6.0	1850
504	510	8.0	6.0	6.0	1870
510	516	8.0	6.0	6.0	1890
516	522	8.0	6.0	6.0	1910
522	528	8.0	6.0	6.0	1930
528	534	8.0	6.0	6.0	1950
534	540	8.0	6.0	6.0	1970
540	546	8.0	6.0	6.0	1990
546	552	8.0	6.0	6.0	2010
552	558	8.0	6.0	6.0	2030
558	564	8.0	6.0	6.0	2050
564	570	8.0	6.0	6.0	2070
570	576	8.0	6.0	6.0	2090
576	582	8.0	6.0	6.0	2110
582	588	8.0	6.0	6.0	2130
588	594	8.0	6.0	6.0	2150
594	600	8.0	6.0	6.0	2170
600	606	8.0	6.0	6.0	2190
606	612	8.0	6.0	6.0	2210
612	618	8.0	6.0	6.0	2230
618	624	8.0	6.0	6.0	2250
624	630	8.0	6.0	6.0	2270
630	636	8.0	6.0	6.0	2290
636	642	8.0	6.0	6.0	2310
642	648	8.0	6.0	6.0	2330
648	654	8.0	6.0	6.0	2350
654	660	8.0	6.0	6.0	2370
660	666	8.0	6.0	6.0	2390
666	672	8.0	6.0	6.0	2410
672	678	8.0	6.0	6.0	2430
678	684	8.0	6.0	6.0	2450
684	690	8.0	6.0	6.0	2470
690	696	8.0	6.0	6.0	2490
696	702	8.0	6.0	6.0	2510
702	708	8.0	6.0	6.0	2530
708	714	8.0	6.0	6.0	2550
714	720	8.0	6.0	6.0	2570
720	726	8.0	6.0	6.0	2590
726	732	8.0	6.0	6.0	2610
732	738	8.0	6.0	6.0	2630
738	744	8.0	6.0	6.0	2650
744	750	8.0	6.0	6.0	2670
750	756	8.0	6.0	6.0	2690
756	762	8.0	6.0	6.0	2710
762	768	8.0	6.0	6.0	2730
768	774	8.0	6.0	6.0	2750
774	780	8.0	6.0	6.0	2770
780	786	8.0	6.0	6.0	2790
786	792	8.0	6.0	6.0	2810
792	798	8.0	6.0	6.0	2830
798	804	8.0	6.0	6.0	2850
804	810	8.0	6.0	6.0	2870
810	816	8.0	6.0	6.0	2890
816	822	8.0	6.0	6.0	2910
822	828	8.0	6.0	6.0	2930
828	834	8.0	6.0	6.0	2950
834	840	8.0	6.0	6.0	2970
840	846	8.0	6.0	6.0	2990
846	852	8.0	6.0	6.0	3010
852	858	8.0	6.0	6.0	3030
858	864	8.0	6.0	6.0	3050
864	870	8.0	6.0	6.0	3070
870	876	8.0	6.0	6.0	3090
876	882	8.0	6.0	6.0	3110
882	888	8.0	6.0	6.0	3130
888	894	8.0	6.0	6.0	3150
894	900	8.0	6.0	6.0	3170
900	906	8.0	6.0	6.0	3190
906	912	8.0	6.0	6.0	3210
912	918	8.0	6.0	6.0	3230
918	924	8.0	6.0	6.0	3250
924	930	8.0	6.0	6.0	3270
930	936	8.0	6.0	6.0	3290
936	942	8.0	6.0	6.0	3310
942	948	8.0	6.0	6.0	3330
948	954	8.0	6.0	6.0	3350
954	960	8.0	6.0	6.0	3370
960	966	8.0	6.0	6.0	3390
966	972	8.0	6.0	6.0	3410
972	978	8.0	6.0	6.0	3430
978	984	8.0	6.0	6.0	3450
984	990	8.0	6.0	6.0	3470
990	996	8.0	6.0	6.0	3490
996	1002	8.0	6.0	6.0	3510
1002	1008	8.0	6.0	6.0	3530
1008	1014	8.0	6.0	6.0	3550
1014	1020	8.0	6.0	6.0	3570
1020	1026	8.0	6.0	6.0	3590
1026	1032	8.0	6.0	6.0	3610
1032	1038	8.0	6.0	6.0	3630
1038	1044	8.0	6.0	6.0	3650
1044	1050	8.0	6.0	6.0	3670
1050	1056	8.0	6.0	6.0	3690
1056	1062	8.0	6.0	6.0	3710
1062	1068	8.0	6.0	6.0	3730
1068	1074	8.0	6.0	6.0	3750
1074	1080	8.0	6.0	6.0	3770
1080	1086	8.0	6.0	6.0	3790
1086	1092	8.0	6.0	6.0	3810
1092	1098	8.0	6.0	6.0	3830
1098	1104	8.0	6.0	6.0	3850
1104	1110	8.0	6.0	6.0	3870
1110	1116	8.0	6.0	6.0	3890
1116	1122	8.0	6.0	6.0	3910
1122	1128	8.0	6.0	6.0	3930
1128	1134	8.0	6.0	6.0	3950
1134	1140	8.0	6.0	6.0	3970
1140	1146	8.0	6.0	6.0	3990
1146	1152	8.0	6.0	6.0	4010
1152	1158	8.0	6.0	6.0	4030
1158	1164	8.0	6.0	6.0	4050
1164	1170	8.0	6.0	6.0	40



- NOTES:
1. THE MINIMUM EXPOSED HEIGHT OF THE RETAINING WALL SHALL BE 12 INCHES.
 2. THE NATURAL STONE RETAINING WALL SHALL BE LAID LEVEL.
 3. STONE RETAINING WALL AREA IS CALCULATED AS THE TOTAL FOR THE EXPOSED STONE WORKING SURFACE. INDICATED IN THE PLANS. ADDITIONAL BLOCK PLACED BEYOND WHAT IS SHOWN IN THE PLANS SHALL BE APPROVED BY THE ENGINEER.

STONE RETAINING WALL

NO.	DATE	BY	CHECK	REVISIONS	DESIGN BY:	PLAN BY:	CHECKED BY:	APPROVED BY:	DATE:	 WSB CITY OF INVER GROVE HEIGHTS 	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN STONE RETAINING WALL DETAIL MISCELLANEOUS DETAILS	SHEET 26 OF 47 SHEETS



BY: GJK RESIDUOUS	Drawn By: CJB	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. _____ ANDREW POLYMAN, PE LICENSE NO. 113709	 CITY OF INVER GROVE HEIGHTS	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN ALIGNMENT PLAN & TABULATION	SHEET 27 OF 47 SHEETS
	Plan Etc: ACJ					
	Checked Etc: AJP					
	Approved Etc:					

ALIGNMENT TABULATION									
POINT NUMBER	STATION	SPIRAL CURVE DATA					COORDINATES		AZIMUTH
		ANGLE (OS)	DEGREE	ST	LT	LS	X	Y	
CO. RD. 73 NB (BABCOCK TRAIL)									
1000	PVI	100+00.000							561,895.2421 240,916.0765
1001	PC	108+41.842							564,063.1402 241,541.8428 146° 33' 17.10"
1002	PI	108+64.595	6° 12' 11.80" RI	1° 25' 56.62"	4,000.000'	216.747'	433.891'	564,117.979	241,291.5395 P1
1003	CC							567,933.0336	240,252.8669
1004	PT	110+06.312						564,195.1514	241,954.0812 209° 51' 28.90"
1005	PC	125+94.600						564,734.0441	243,360.3524 209° 51' 28.90"
1006	PI	127+73.559	8° 11' 52.84" LI	2° 17' 30.95"	2,500.000'	179.158'	357.766'	564,797.8242	243,535.8010 P1
1007	CC							562,397.8703	244,298.5115
1008	PT	139+42.106						564,837.0886	243,715.6038 124° 33' 36.07"
1009	PC	132+02.212						564,904.6157	244,011.2190 124° 33' 36.07"
1010	PI	132+76.309	4° 22' 28.55" RI	11° 27' 32.95"	500.000'	19.091'	38.176'	564,938.8011	244,024.8518 P1
1011	CC							565,392.4596	243,901.6383
1012	PT	132+98.388						564,914.3566	244,048.1110 174° 02' 04.64"
1013	PC	133+71.095						564,935.7232	244,050.0819 174° 02' 04.64"
1014	PI	133+42.440	5° 48' 46.14" LI	11° 27' 32.95"	500.000'	25.395'	50.725'	564,935.7232	244,050.3522 P1
1015	CC							564,401.6592	244,231.5567
1016	PT	133+47.181						564,939.0909	243,174.2508 114° 13' 18.50"
1017	PC	134+33.280						564,945.0160	244,100.1123 114° 13' 18.50"
1018	PI	135+14.265	8° 40' 04.80" LI	4° 45' 28.73"	1,200.000'	90.945'	181.542'	564,982.7105	244,250.3182 P1
1019	CC							563,787.9586	244,602.6416
1020	PT	134+04.862						564,986.7608	244,340.1724 2° 33' 13.71"
1021	PC	138+12.293						564,976.0005	244,556.1919 2° 33' 13.71"
1022	PI	139+32.121	9° 09' 01.47" RI	3° 49' 10.33"	1,500.000'	120.635'	278.555'	564,981.3499	244,673.1123 P1
1023	CC							566,474.5107	244,482.3506
1024	PT	140+51.651						565,005.6991	244,793.6510 114° 42' 15.31"
1025	PC	141+29.990						565,021.5909	244,870.3608 114° 42' 15.31"
1026	PI	141+06.492	13° 30' 18.50" RI	2° 31' 33.24"	2,000.000'	278.402'	476.644'	565,070.1882	245,104.8495 P1
1027	CC							566,900.0083	244,664.6402
1028	PT	14+06.644						565,172.7285	245,321.2204 249° 21' 33.88"
1029	PC	14+04.137						565,247.5407	245,479.0900 249° 21' 33.88"
1030	PI	151+19.504	27° 17' 23.97" LI	4° 40' 33.20"	1,400.000'	338.566'	664.377'	565,392.5649	246,190.0315 P1
1031	CC							565,982.4542	246,102.7032
1032	PT	154+46.714						565,381.7937	246,123.4248 358° 07' 09.95"
1033	PVI	105+46.548						565,346.5747	241,223.6964
ALIGNMENT TABULATION									
POINT NUMBER	STATION	SPIRAL CURVE DATA					COORDINATES		AZIMUTH
		ANGLE (OS)	DEGREE	ST	LT	LS	X	Y	
CO. RD. 73 (BABCOCK TRAIL) – SIDEWALK									
5000	PC	500+00.000							564,931.3324 244,525.8258 2° 33' 12.71"
5001	PI	500+21.181	23° 55' 01.34" RI	57° 17' 44.31"	100.000'	21.181'	41.744'	564,992.2702	244,544.9953 P1
5002	CC							566,891.2331	244,934.3301
5003	PNC	500+41.744						566,001.7174	244,585.9982 20° 20' 17.05"
5004	PNC	500+41.744						565,001.7174	244,585.9982 20° 20' 17.05"
5005	PI	500+61.216	22° 02' 12.87" LT	57° 17' 44.31"	100.000'	19.471'	38.462'	565,010.3568	244,583.3792 P1
5006	CC							564,932.2017	244,610.5203
5007	PC	500+80.206						565,011.9023	244,602.7893 4° 25' 04.23"
5008	PNC	500+80.206						565,011.9023	244,602.7893 4° 25' 04.23"
5009	PI	500+02.184	9° 30' 22.31" RI	3° 54' 35.31"	1,463.800'	121.579'	243.398'	565,021.3376	244,724.4033 P1
5010	CC							564,474.5107	244,482.3506
5011	PCC	501+23.602						565,050.7203	244,842.7887 13° 55' 36.34"
5012	PCC	501+23.602						565,050.7203	244,842.7887 13° 55' 36.34"

ALIGNMENT TABULATION										
POINT NUMBER	STATION	SPIRAL CURVE DATA				COORDINATES			AZIMUTH	
		ANGLE (° ±)	DEGREE	ST	LT	LS	X	Y		
CO. RD. 73 (BABCOCK TRAIL) – SIDEWALK										
5013	P1	501+3.788	1° 11' 13.08" RT	3° 54' 26.31"	1,461.000'	15.190'	30.391'	565,594.3813	244,481.5352	P1
5014	CC							566,474.5107	244,483.3666	
5015	P1	501+5.993						565,095.3411	244,872.2647	15° 07' 35.62"
5016	P07	501+16.871						565,095.4588	244,915.0318	
5017	P01	504+02.395						565,070.5613	244,915.0315	
5018	P07	504+22.179						565,075.1934	244,938.2742	
5019	P03	504+35.180						565,071.0190	244,968.0965	
5020	PC	504+53.680						565,076.0388	244,983.1918	14° 19' 38.34"
5021	P1	504+60.503	9° 53' 45.12" RT	2° 55' 01.43"	1,961.000'	169.343'	335.040'	565,170.6832	245,134.9351	P1
5022	CC							565,190.0063	245,144.6082	
5023	PCC	501+75.600						565,189.8000	245,265.9586	24° 13' 13.61"
5024	PCC	501+75.600						565,189.8000	245,265.9586	24° 13' 13.61"
5025	P1	501+95.487	21° 35' 41.10" RT	51° 17' 44.81"	100.000'	19.084'	31.113'	565,197.6322	245,287.3648	P1
5026	CC							565,200.9394	245,228.9337	
5027	PCC	504+11.319						565,211.3278	245,306.6335	49° 49' 54.77"
5028	PCC	504+11.319						565,211.3278	245,306.6335	49° 49' 54.77"
5029	P1	504+39.317	20° 29' 20.89" LT	51° 17' 44.81"	100.000'	18.084'	35.131'	565,224.2759	245,313.2948	P1
5030	CC							565,141.6462	245,372.3334	
5031	P1	508+47.650						565,232.0101	245,329.5633	25° 21' 33.88"
5032	PC	508+46.915						565,276.6382	245,421.1127	25° 21' 33.88"
5033	P1	509+05.069	18° 21' 09.68" LT	51° 17' 44.81"	100.000'	16.154'	31.031'	565,380.5569	245,438.2102	P1
5034	CC							565,183.2743	245,464.4422	
5035	PCC	509+45.947						565,284.5275	245,462.2458	7° 00' 24.32"
5036	PCC	509+45.947						565,284.5275	245,462.2458	7° 00' 24.32"
5037	P1	509+56.333	17° 29' 40.29" RT	51° 17' 44.81"	100.000'	15.387'	36.534'	565,386.4044	245,461.5333	P1
5038	CC							565,381.8107	245,460.9501	
5039	PCC	510+11.480						565,292.7855	245,461.5164	24° 20' 04.45"
5040	PCC	510+11.480						565,292.7855	245,461.5164	24° 20' 04.45"
5041	P1	511+00.244	11° 48' 15.26" LT	3° 58' 43.34"	1,400.000'	148.863'	296.417'	565,354.5210	245,616.1743	P1
5042	CC							563,982.4542	246,078.1932	
5043	P1	513+08.153						563,381.7405	245,762.1919	12° 41' 49.27"
5044	PC	513+70.044						565,401.4800	245,822.5247	10° 14' 14.05"
5045	CC	514+15.324	8° 40' 03.30" LT	3° 58' 24.88"	1,442.000'	109.280'	218.147'	565,425.9191	246,193.8648	P1
5046	CC							563,982.4542	246,078.1932	
5047	PCC	515+16.117						565,427.9131	246,078.2036	1° 34' 10.75"
5048	PCC	515+16.117						565,427.9131	246,078.2036	1° 34' 10.75"
5049	P1	516+41.106	23° 54' 12.15" RT	22° 55' 05.32"	250.000'	52.919'	104.238'	565,425.3827	246,092.1026	P1
5050	CC							565,673.8193	246,030.2556	
5051	PCC	516+52.405						565,444.1224	246,138.1771	23° 23' 22.83"
5052	PCC	516+52.405						565,444.1224	246,138.1771	23° 23' 22.83"
5053	P1	518+08.510	54° 34' 52.19" LT	25° 27' 53.25"	225.000'	116.084'	214.340'	565,498.0486	246,244.6247	P1
5054	CC							563,244.9393	246,236.6465	
5055	PCC	519+10.825						565,441.5783	246,346.0999	330° 53' 30.10"
5056	PCC	519+10.825						565,441.5783	246,346.0999	330° 53' 30.10"
5057	P1	519+19.170	27° 16' 35.25" RT	18° 22' 12.80"	350.000'	84.325'	186.623'	565,400.2659	246,420.2883	P1
5058	CC							565,471.3144	246,516.2607	
5059	P1	520+11.404						565,397.5530	246,509.1803	358° 10' 09.95"
5060	P03	521+46.589						565,392.0192	246,678.3955	

CITY OF GROVE HEIGHTS	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS, MN	SHEET 28 OF 47 SHEETS
	ALIGNMENT PLAN & TABULATION			

Babcock Trail



LEGEND

- REMOVE CONCRETE CURB AND GUTTER
- CLEAR AND GRUB TREE (TREE)
- REMOVE BITUMINOUS PAVEMENT
- REMOVE BITUMINOUS WALK
- REMOVE CONCRETE WALK
- CLEAR GRUB & TREES
- REMOVE BIT DRIVEWAY PAVEMENT
- REMOVE CONC DRIVEWAY PAVEMENT
- SAWCUT BIT PAVEMENT (FULL DEPTH)
- SALVAGE MAILBOX AND SUPPORT
- SALVAGE SIGN TYPE C
- SALVAGE SIGN TYPE SPECIAL
- REMOVE PIPE APRON



Babcock Trail



- (1) REMOVE 60' - 15" CMP
- (2) REMOVE 27' - 15" CMP
- (3) REMOVE 22' - 15" CMP
- (4) REMOVE 22' - 15" CMP
- (5) REMOVE 16' - 15" CMP



DESIGNED BY: CJB
 PLAN BY: ACJ
 CHECKED BY: AJP
 APPROVED BY: AJP

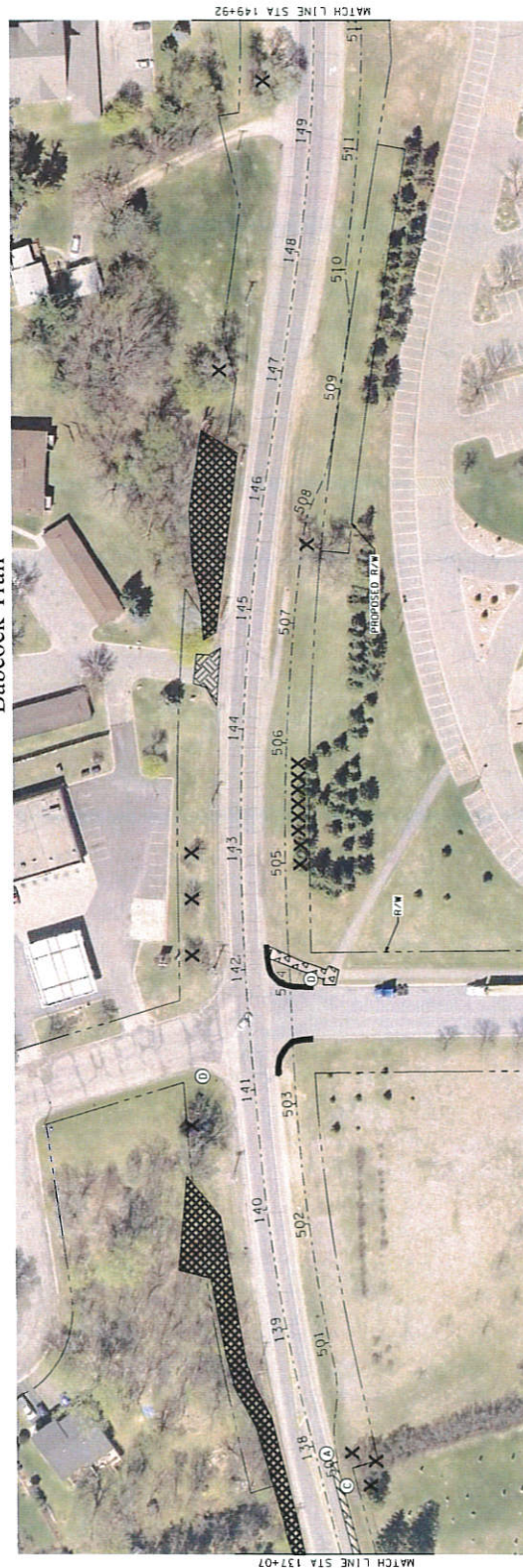
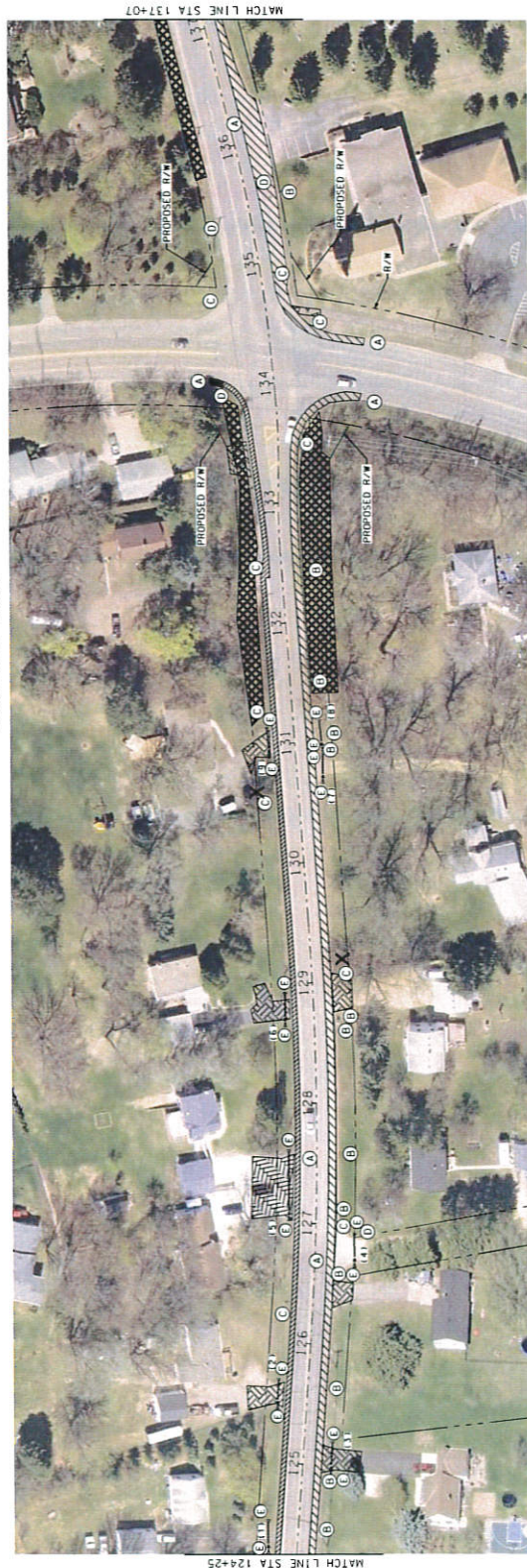


CITY OF
 INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
 CITY OF INVER GROVE HEIGHTS

CITY OF INVER GROVE HEIGHTS, MN
 MISCELLANEOUS REMOVAL PLAN

SHEET
 29
 OF
 47
 SHEETS

[illegible]

Babcock Trail

END PROJECT
BABCOCK TRAIL
STA 160+00



LEGEND

- REMOVE CONCRETE CURB AND GUTTER
- REMOVE BITUMINOUS PAVEMENT
- REMOVE BITUMINOUS WALK
- REMOVE CONCRETE WALK
- CLEAR GRUB & TREES
- REMOVE BIT DRIVEWAY PAVEMENT
- REMOVE CONC DRIVEWAY PAVEMENT
- SAWCUT BIT PAVEMENT (FULL DEPTH)
- SALVAGE MAILBOX AND SUPPORT
- SALVAGE SIGN TYPE C
- SALVAGE SIGN TYPE SPECIAL
- REMOVE PIPE APRON

DATE: 8/4/2017 10:14:45 AM
PATH & FILENAME: K:\01702-280\Cad\Plan\01702-280.mxd

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 8/2/2017 LICENSE NO. 44320

NO.	DATE	BY	CHK	REVISIONS	DESIGN BY	CJB	ACJ	AP	AP
					Rev. No.				
					Checked by				
					Approved by				

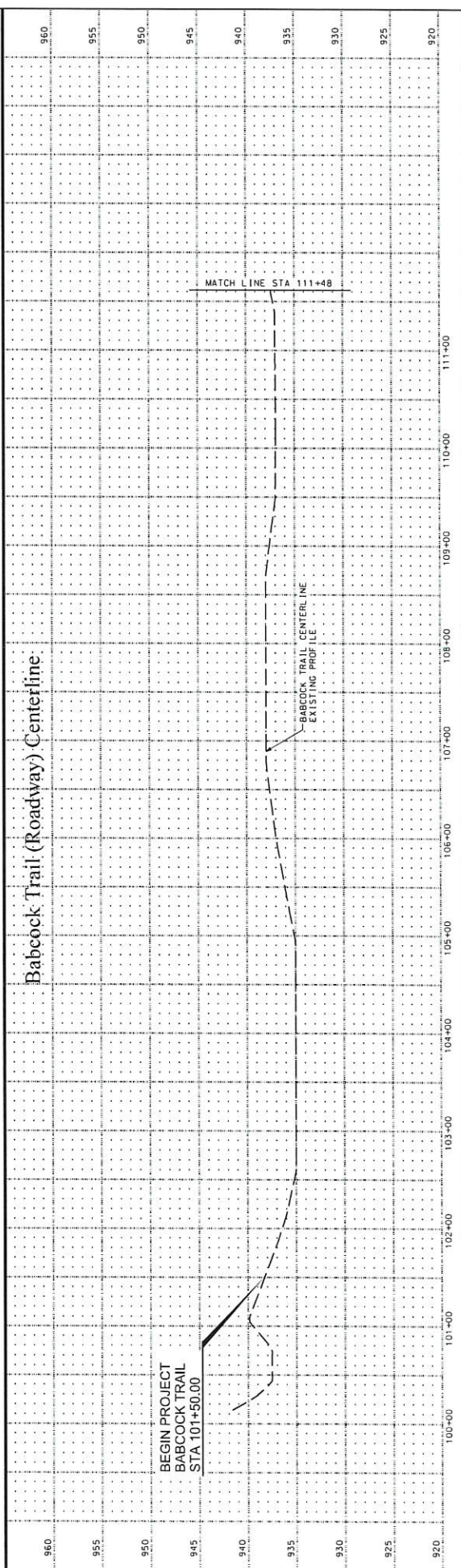


CITY OF
INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

CITY OF INVER GROVE HEIGHTS, MN
SHEET 31 OF 47
MISCELLANEOUS REMOVAL PLAN

Babcock Trail

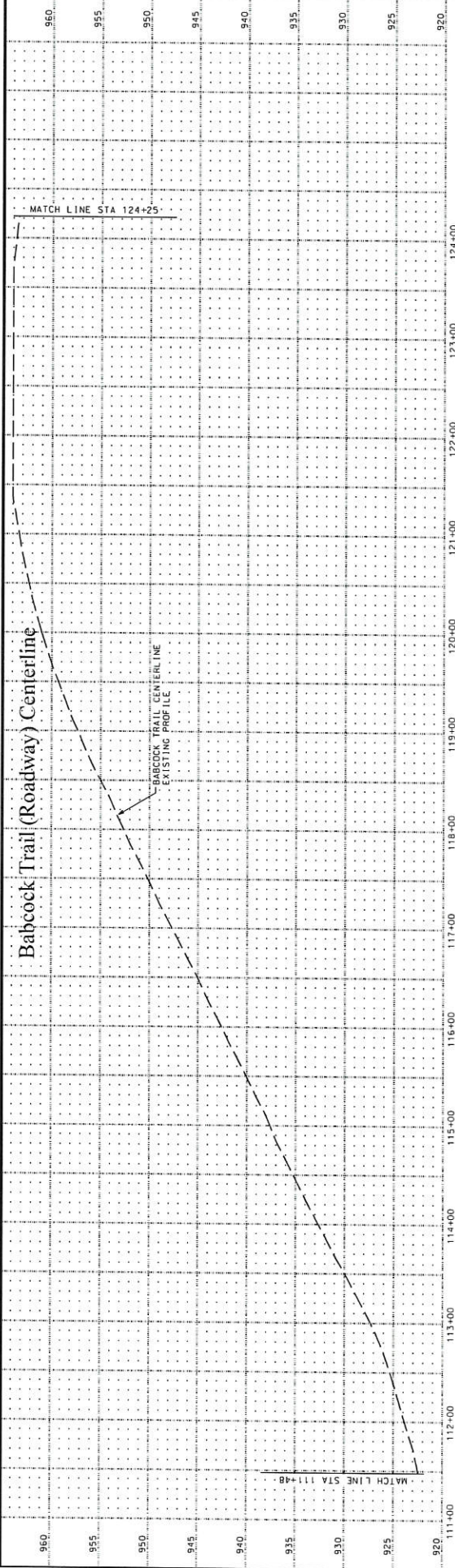


DATE: 10/15/2017 FILENAME: R:\01702-280\CD\Plan\01702-280_CD01.dgn		DESIGN BY: CJB PLAN BY: ACJ CHECK BY: AJP APPROVED BY: CJP		LICENSE NO.: 55720 DATE: 06-2017		WSB CITY OF INVER GROVE HEIGHTS BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS CONSTRUCTION PLAN & PROFILE		SHEET 32 OF 47 CITY OF INVER GROVE HEIGHTS, MN	
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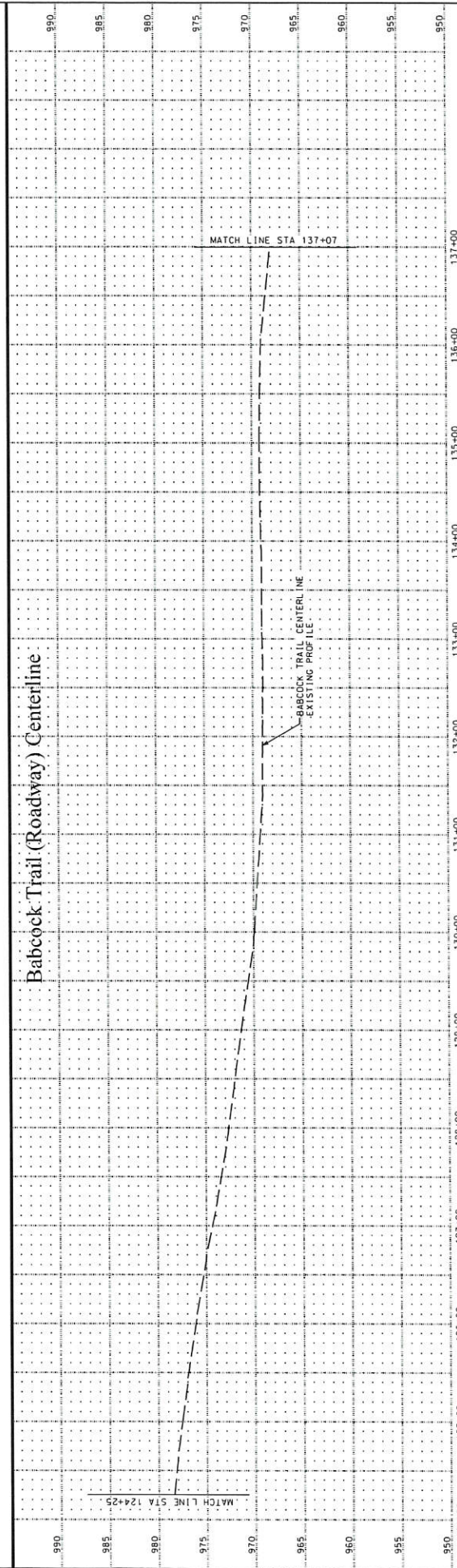
Babcock Trail



- LEGEND**
- ① SIDEWALK PEDESTRIAN CURB RAMP, (SEE MISC. DETAILS AND SIDEWALK DETAIL SHEETS)
 - INPLACE R/W
 - PROPOSED R/W
 - CONSTRUCTION LIMITS

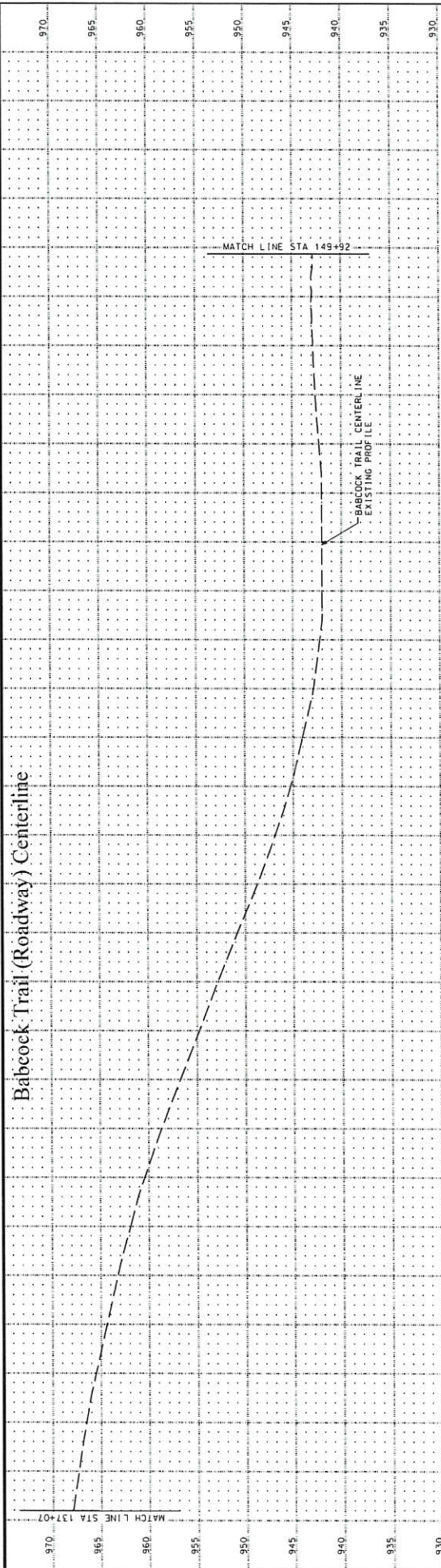


CITY OF INVER GROVE HEIGHTS				CITY OF INVER GROVE HEIGHTS				CITY OF INVER GROVE HEIGHTS, MN			
BABCOCK TRAIL IMPROVEMENTS				CITY OF INVER GROVE HEIGHTS				CONSTRUCTION PLAN & PROFILE			
SHEET 33				OF 47				SHEETS			
DATE: 8/4/2017				DESIGN BY: CJB				DRAWN BY: ACJ			
CHECKED BY: AJP				APPROVED BY: AJP				DATE: 8/2/2017			
LICENSE NO. 45209				ANDREW P. ROWAN, P.E.				LICENSE NO. 45209			
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS WERE 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.											

[illegible]

This aerial photograph illustrates a proposed trail project. Key elements include:

- Trail Alignment:** A 6' concrete walkway runs parallel to the road on the left. To its right is a 10' bituminous trail.
- Road Features:** Ceneix Drive runs horizontally across the middle. A retaining wall is located on the right side of the road.
- Proposed Infrastructure:** A new retaining wall is planned between the existing road retaining wall and the proposed trail.
- Stationing:** Numbers such as 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, and 511 are marked along the trail's path.
- Other Labels:** "CONST. LIMITS", "INPLACE R/W", "PROPOSED R/W", and "B&E CONCRETE CURB & CUTTER" are also present.

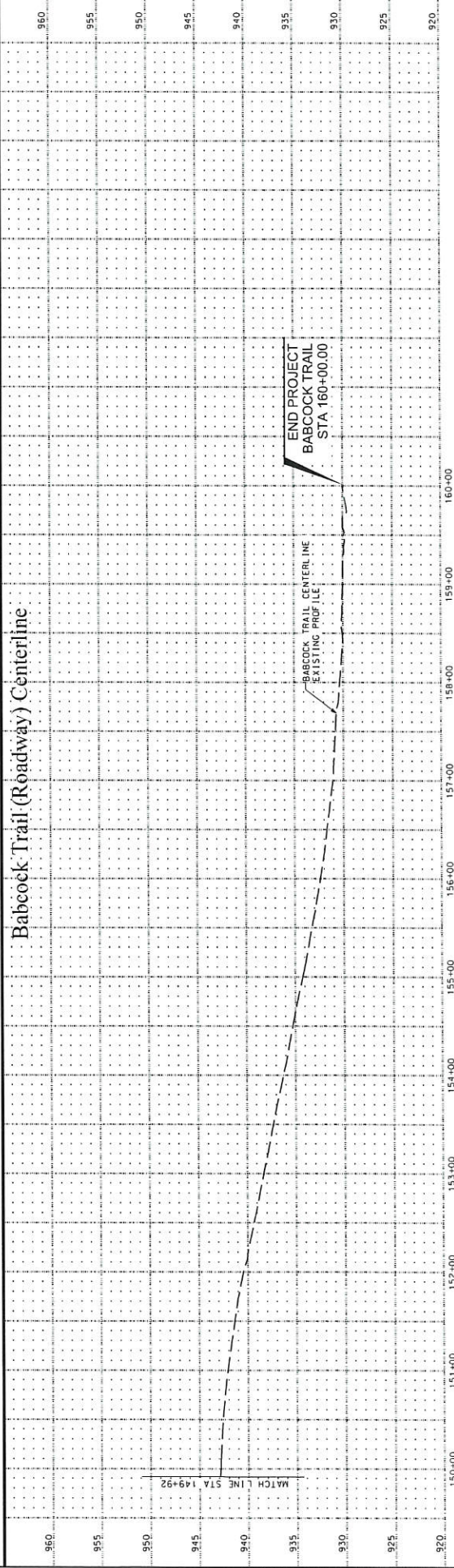
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Babcock Trail

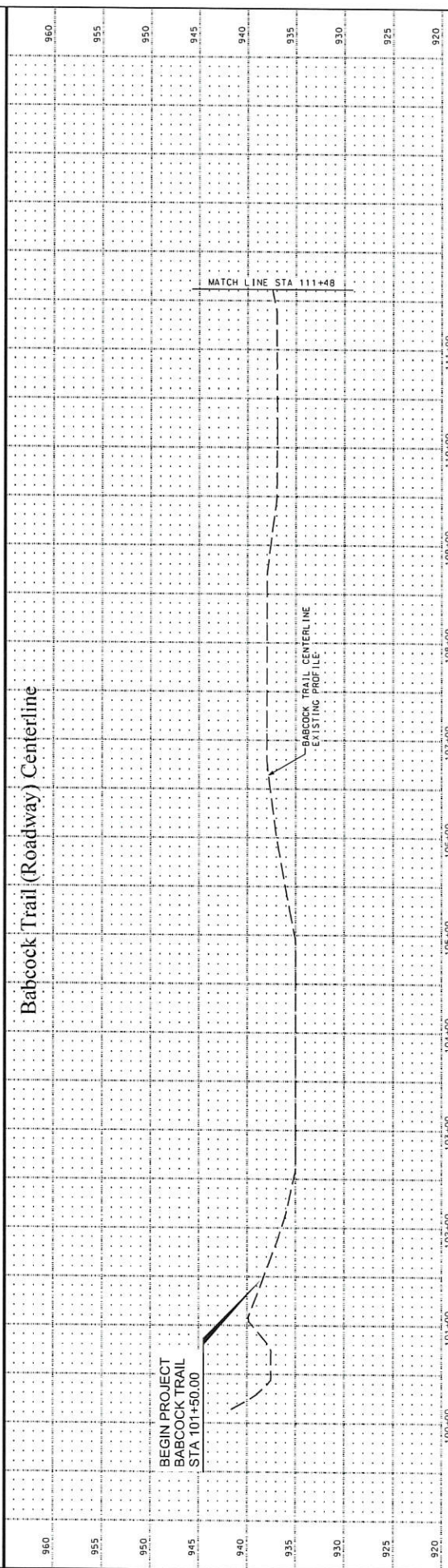


- LEGEND**
- ① SIDEWALK, PEDESTRIAN CURB RAMP, (SEE MISC. DETAILS AND SIDEWALK DETAIL SHEETS)
 - INPLACE RIGHT OF WAY
 - PROPOSED R/W
 - CONSTRUCTION LIMITS

Babcock Trail (Roadway) Centerline



CITY OF INVER GROVE HEIGHTS, MN				SHEET 36 OF 47 SHEETS			
BABCOCK TRAIL IMPROVEMENTS				CONSTRUCTION PLAN & PROFILE			
CITY OF INVER GROVE HEIGHTS							
WBS							
THREE CERTIFICATES OF DESIGN AND CONSTRUCTION ARE ON FILE WITH THE CITY OF INVER GROVE HEIGHTS, MN. THE ENGINEER HAS BEEN LICENSED BY THE STATE OF MINNESOTA.							
DATE: 02/20/2017				LICENSE NO. 48720			
DESIGN BY: CUB							
CHECKED BY: ACJ							
APPROVED BY: AJP							
DATE: 02/20/2017							



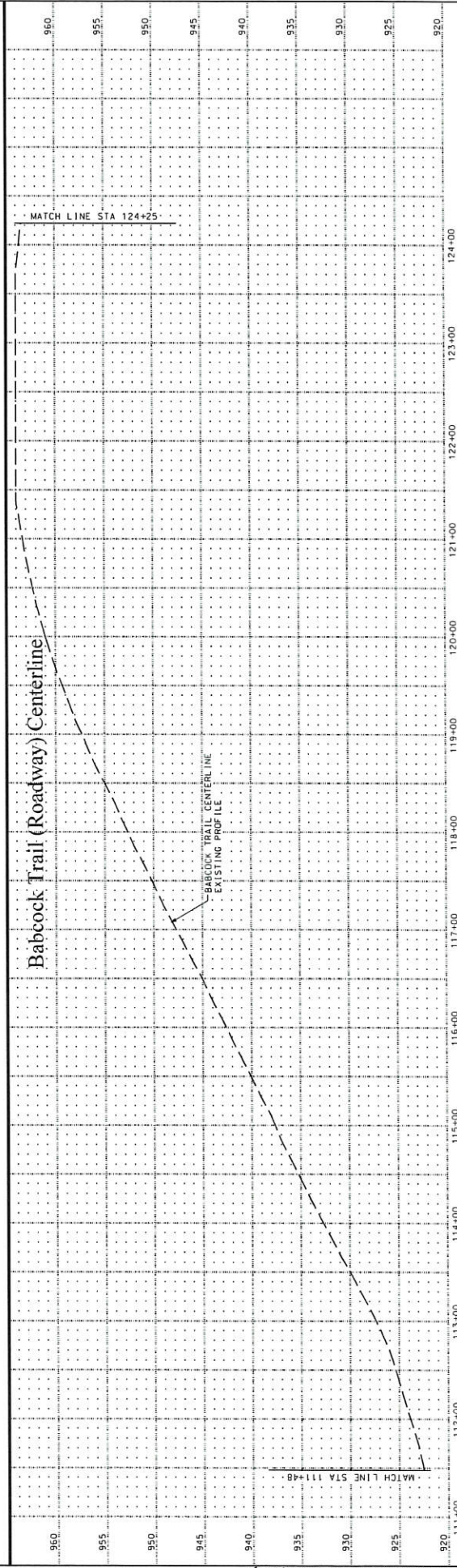
NO.	DATE	BY	CORR.	REVISIONS	Drawn By: CJB	Checked By: ACJ	Approved By: AJP	DATE: 8-2-2017	LICENSE NO.: 45201	 WSB ENGINEERING, INC. 10000 W. 100th St., Suite 100 Minneapolis, MN 55438 Phone: 612-835-1100 Fax: 612-835-1101 Email: info@wsbeng.com	CITY OF INVER GROVE HEIGHTS 	BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN 38 OF 47 SHEETS DRAINAGE PLAN
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Babcock Trail



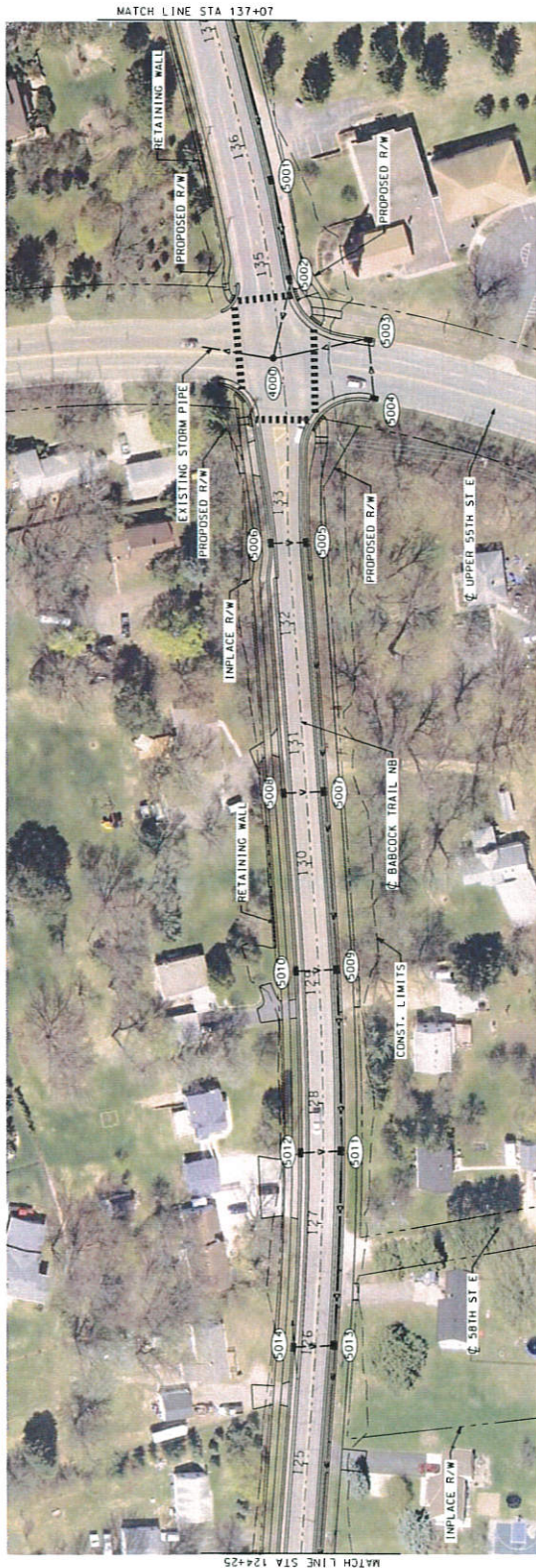
LEGEND

- MANHOLE
- CATCH BASIN
- STORM SEWER PIPE
- PIPE APRON
- DRAINAGE STRUCTURE 10

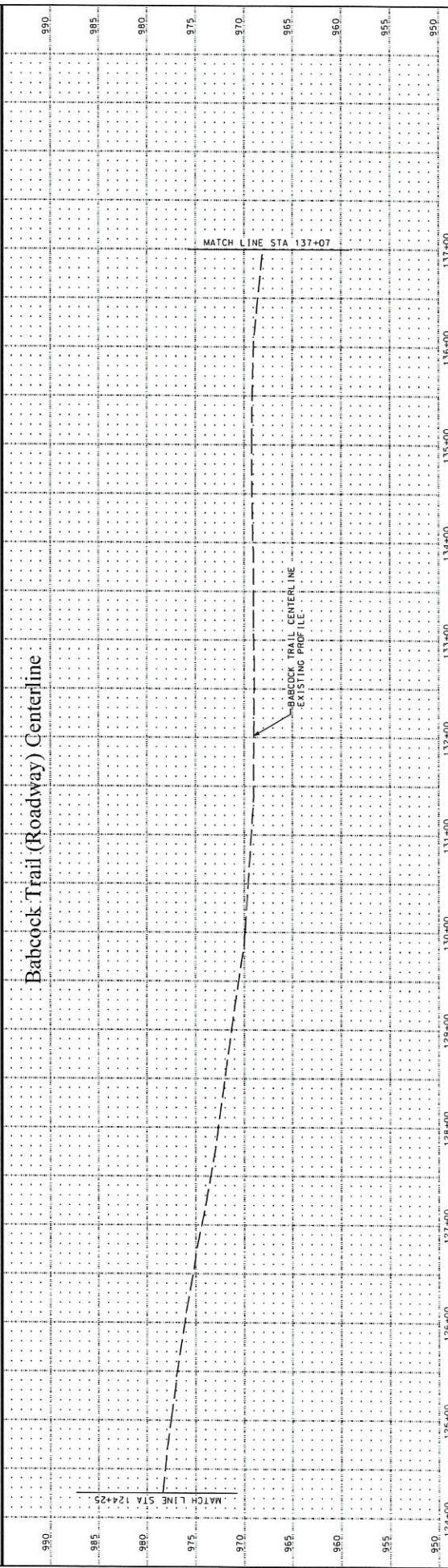


DATE: 8/4/2017		FILENAME: K:\01702-280\Coord\Plan\01702-280.dwg	
DESIGN BY: CJB	CHECKED BY: ACJ	APPROVED BY: AJP	DATE: 8/2/2017
PROJECT NO: 01702-280	PROJECT NAME: BABCOCK TRAIL IMPROVEMENTS	CITY OF INVER GROVE HEIGHTS	CITY OF INVER GROVE HEIGHTS, MN
SHEET 39 OF 47		DRAINAGE PLAN	

Babcock Trail

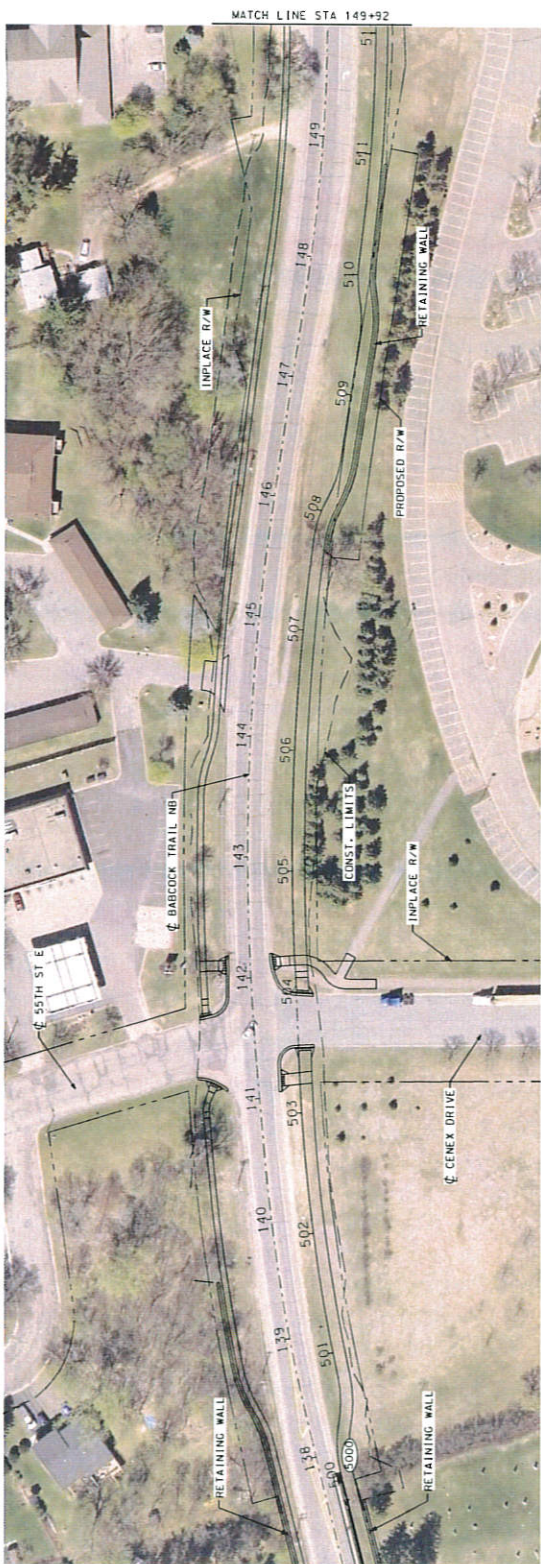


- LEGEND**
- MANHOLE
 - CATCH BASIN
 - STORM SEWER PIPE
 - PIPE APRON
 - DRAINAGE STRUCTURE ID

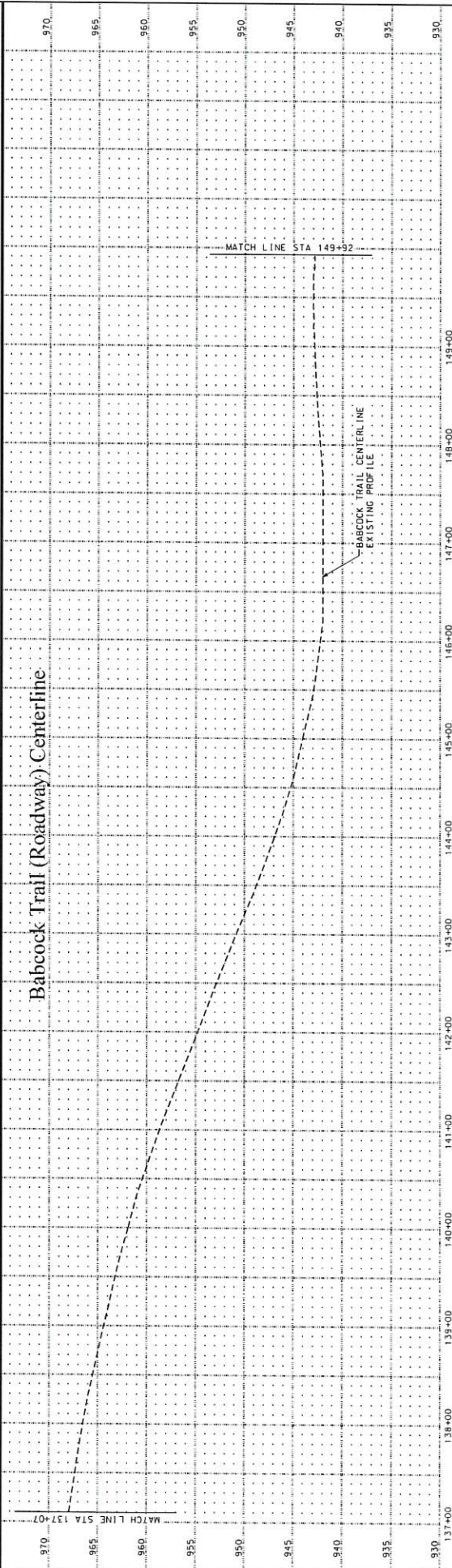


CITY OF INVER GROVE HEIGHTS, MN				SHEET 40 OF 47	
BABCOCK TRAIL IMPROVEMENTS				DRAINAGE PLAN	
CITY OF INVER GROVE HEIGHTS					
CITY OF					
INVER GROVE HEIGHTS					
WSB					
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.					
DATE: 02-20-2017					
LIC. NO. 44220					
DESIGNED BY: CJB					
CHECKED BY: ACJ					
APPROVED BY: AJP					
DATE: 02-20-2017					
LIC. NO. 44220					

Babcock Trail



- LEGEND**
- MAHOLE
 - CATCH BASIN
 - STORM SEWER PIPE
 - PIPE APRON
 - DRAINAGE STRUCTURE ID



CITY OF INVER GROVE HEIGHTS, MN SHEET 41 OF 47 DRAINAGE PLAN	
BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	
CITY OF INVER GROVE HEIGHTS	
I, ANDREW PLOWMAN, PE, LICENSE NO. 45003, DATE 02/20/17, AMENDMENT NO. 0001, HAVE PREPARED THIS PLAN AND SPECIFICATIONS IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS UNDER THE LAWS OF THE STATE OF MINNESOTA.	
Drawn By: CJB Plan No.: ACJ Checked By: JAP Approved By: JAP	DATE: 02/20/17 LICENSE NO.: 45003

Babcock Trail



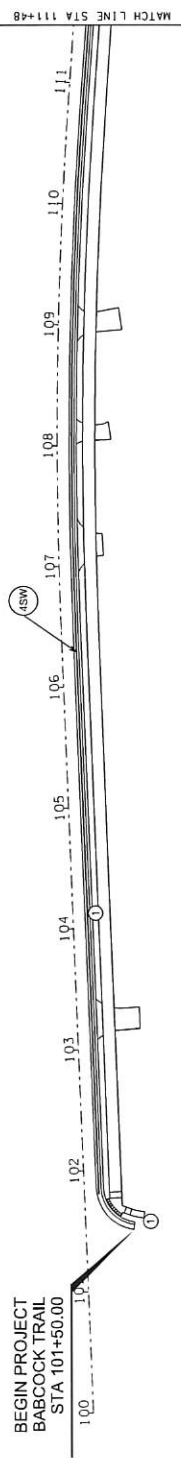
STRIPING KEY
CIRCLE - EPOXY (GROUND IN)

EPOXY
3RD DIGIT
COLOR
Y = YELLOW
B = BLACK
2ND DIGIT
PATTERN
B = BROKEN
D = DOUBLE
T = DOTTED
EXAMPLE: 4SW = 4" SOLID LINE WHITE - EPOXY (GROUND IN)

ARROWS - PREFORM THERMOPLASTIC
CROSSWALK - 12" SOLID LINE WHITE PREFORM THERMOPLASTIC

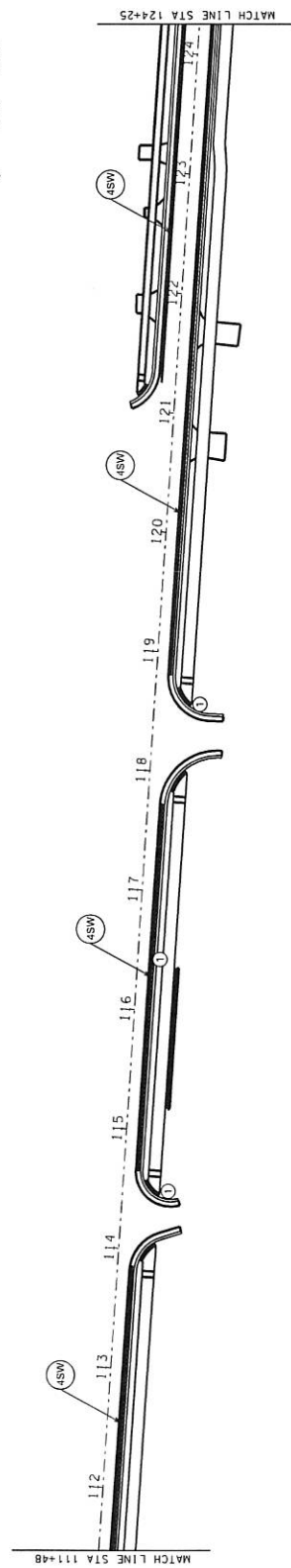
SIGNING LEGEND

① INSTALL SALVAGED SIGN



BEGIN PROJECT
BABCOCK TRAIL
STA 101+50.00

Babcock Trail



CITY OF INVER GROVE HEIGHTS									
BABCOCK TRAIL IMPROVEMENTS									
CITY OF INVER GROVE HEIGHTS									
CITY OF INVER GROVE HEIGHTS, MN									
SIGNING & STRIPING PLAN									
SHEET 42 OF 47 SHEETS									

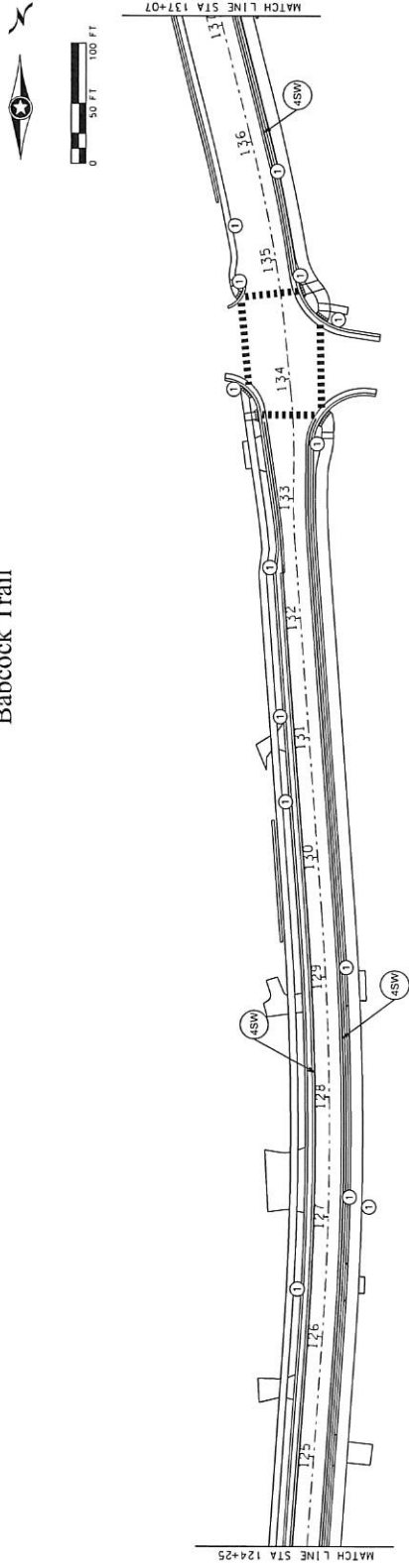
WCB
INVER GROVE HEIGHTS
CITY OF
BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

NO.	DATE	BY	CHK	REV	REVISIONS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

DESIGNED BY: CLJ
CHECKED BY: ACJ
DRAWN BY: AJP
APPROVED BY: AJP
DATE: 08-2017
LICENSE NO.: 44201

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS ARE MY OWN WORK AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
ANDREW FLOWMAN PE
DATE: 08-2017
LICENSE NO.: 44201

Babcock Trail



STRIPING KEY

CIRCLE - EPOXY (GROUND IN)

1ST DIGIT WIDTH 4", 8", ETC.

2ND DIGIT PATTERN

S = SOLID
B = BROWN
Y = YELLOW
T = DOTTED

EPOXY 3RD DIGIT COLOR
W = WHITE
B = BLACK

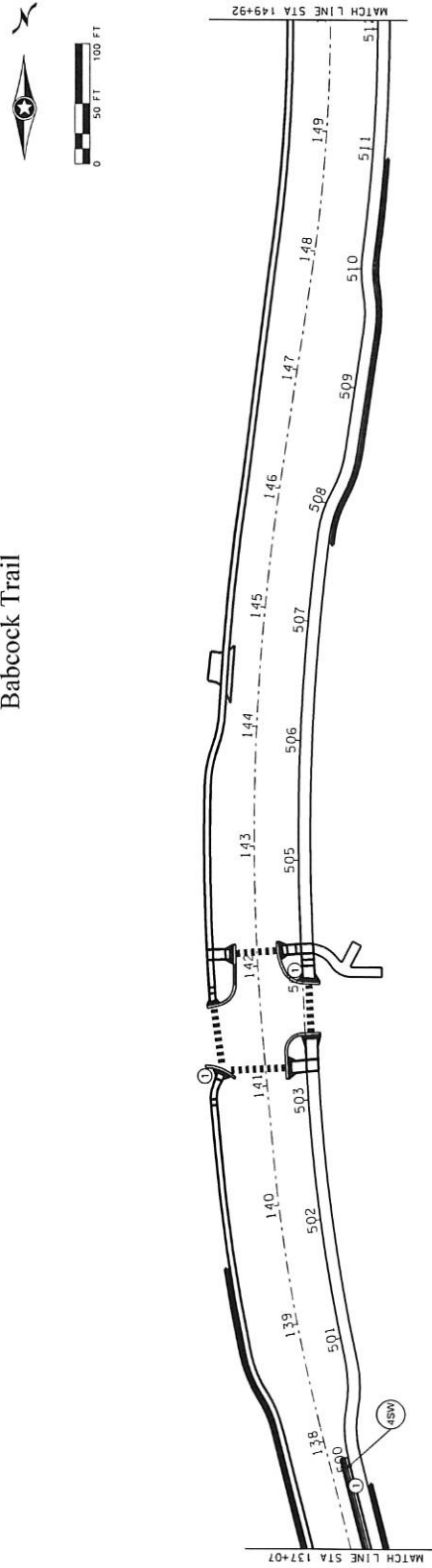
EXAMPLE: (4SW) = 4" SOLID LINE WHITE - EPOXY (GROUND IN)

ARROWS - PREFORM THERMOPLASTIC
CROSSWALK - 12" SOLID LINE WHITE PREFORM THERMOPLASTIC

SIGNING LEGEND

① INSTALL SALVAGED SIGN

Babcock Trail



DATE: 8/4/2017 10:20:28 AM PATH & FILENAME: K:\01702-280\Coord\Plan\01702-280.ssd.dgn		DESIGN BY: CJB PLAN BY: ACJ CHECKED BY: AJP APPROVED BY: AJP		I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. ANSWER FORUMAN PE DATE: 8-2-2017 LICENSE NO. 43200	CITY OF INVER GROVE HEIGHTS BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS	SHEET 43 OF 47 SIGNING & STRIPING PLAN SHEETS
--	--	---	--	---	--	---

TURF ESTABLISHMENT & EROSION CONTROL NOTES

- ALL STREETS IN AND ADJACENT TO THE PROJECT SHALL REMAIN CLEAN AND PASSABLE AT ALL TIMES. ADJACENT STREET AND CURB LINE TO BE SWEEPED FREE OF DEBRIS AT THE END OF EACH WORK DAY, OR AS OFTEN AS NEEDED TO ENSURE PUBLIC SAFETY.
- INLET PROTECTION WILL BE INSTALLED AT ALL CATCH INLETS WITHIN THE PROJECT AREA PER STANDARD DETAILS.
- THE CONTRACTOR SHALL PROVIDE PERIMETER CONTROL DAY-TO-DAY AT DISTURBED UNSTABILIZED AREAS WHERE EROSION OR SEDIMENTATION COULD BE A PROBLEM. THE ENGINEER SHALL DIRECT THE CONTRACTOR AS TO WHERE PLACEMENT OF PERIMETER CONTROL WILL BE REQUIRED.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MAY BE ADDED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
- STABILIZATION OF DISTURBED AREAS SHALL BE DONE BY PERMANENT TURF ESTABLISHMENT WHENEVER POSSIBLE.
- IN THE EVENT THAT PERMANENT STABILIZATION CANNOT BE IMPLEMENTED WITHIN 14 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREAS, CATCH BASINS, SEDIMENT TRAPS, STABILIZATION BARRIERS MUST BE SCHEDULED TO OCCUR WITHIN THAT 14 DAY TIME FRAME (EXCEPT WHERE CALLED OUT BY NOTE #8)
- RAPID STABILIZATION METHOD 4 SHALL BE EMPLOYED WITHIN 200 FT OF THE NWP OF ALL DISCHARGE POINTS WITHIN 24 HOURS.
- ALL STOCKPILES MUST HAVE PERIMETER SEDIMENT CONTROL IMPLEMENTED AND MAINTAINED AT ALL TIMES. STOCKPILES TO RECEIVE RAPID STABILIZATION METHOD 3 IF UNWORKED FOR 14 DAYS.

EROSION CONTROL LEGEND

	SILT FENCE, TYPE M5
	STORM DRAIN INLET PROTECTION
	CULVERT END CONTROL
	FLOW ARROW
	PERMANENT: SEED MIX 25-151 (120 LBS/ACRE) FERTILIZER TYPE 1 (10-10-20) WATER SOLUBLE PESTICIDE TYPE 3 (SLURRY APPLICATION 22-5-10) (200 LBS/ACRE)
	TEMPORARY: SEED MIX 21-111 (100 LBS/ACRE) FERTILIZER TYPE 1 (10-10-20) WATER SOLUBLE PESTICIDE TYPE 1 (2 TONS/ACRE) DISC ANCHORING
	EROSION CONTROL BLANKETS TYPE NATURAL NET

NO.	DATE	BY	CHK	REVISIONS

DESIGN BY: _____
 PLAN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: _____

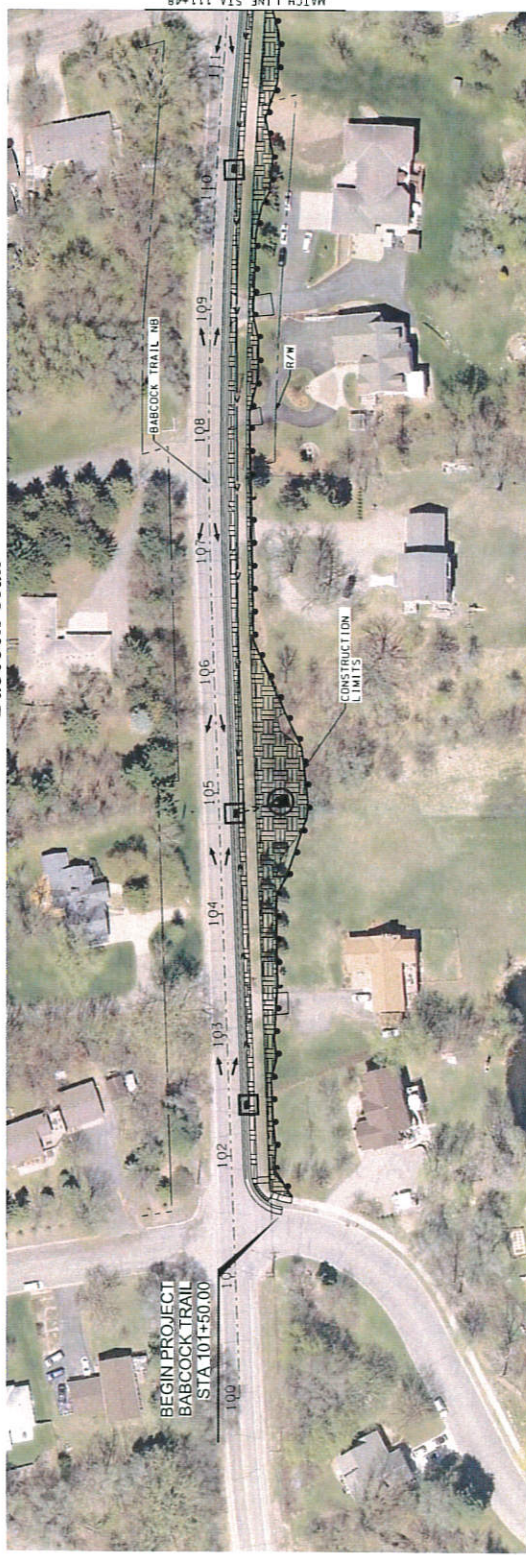
WBS
 I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

CITY OF
 INVER GROVE HEIGHTS

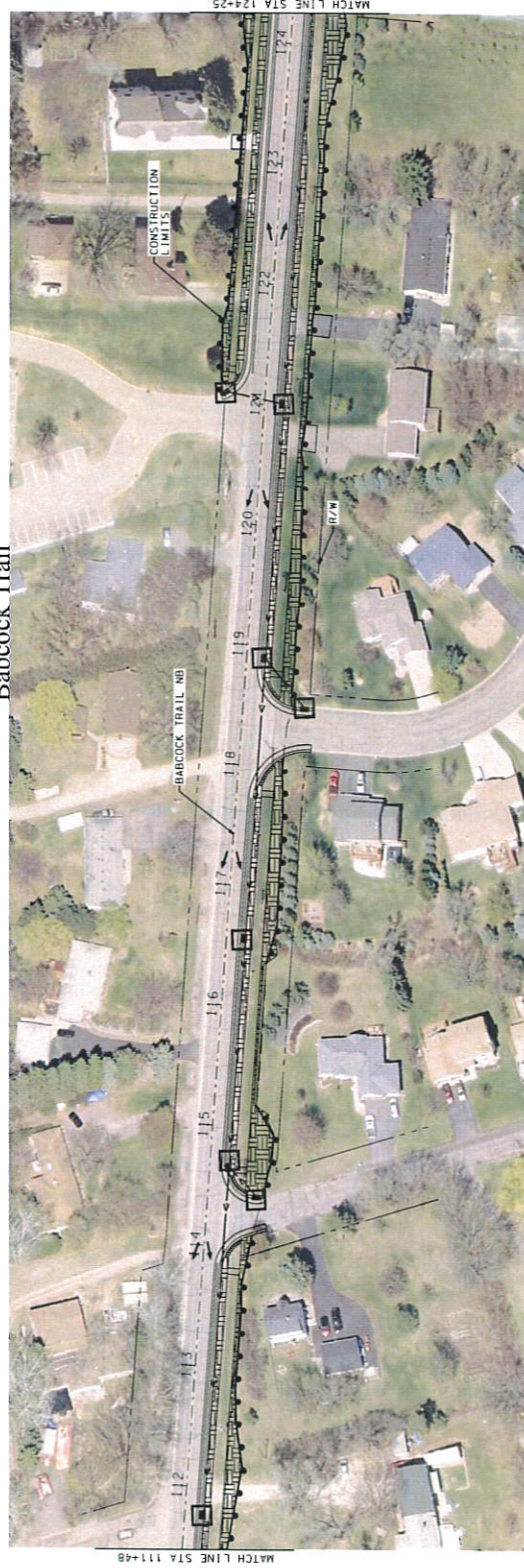
BABCOCK TRAIL IMPROVEMENTS
 CITY OF INVER GROVE HEIGHTS

CITY OF INVER GROVE HEIGHTS, MN
 TURF ESTABLISHMENT &
 EROSION CONTROL NOTES
 SHEET 44 OF 47 SHEETS

Babcock Trail



Babcock Trail



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.

DATE: 8/2/2017 LICENSE NO.: 4020

DESIGNED BY: CJB
 PLAN BY: ACJ
 CHECKED BY: AJP
 APPROVED BY: AJP

NO.	DATE	BY	CHK	REVISIONS



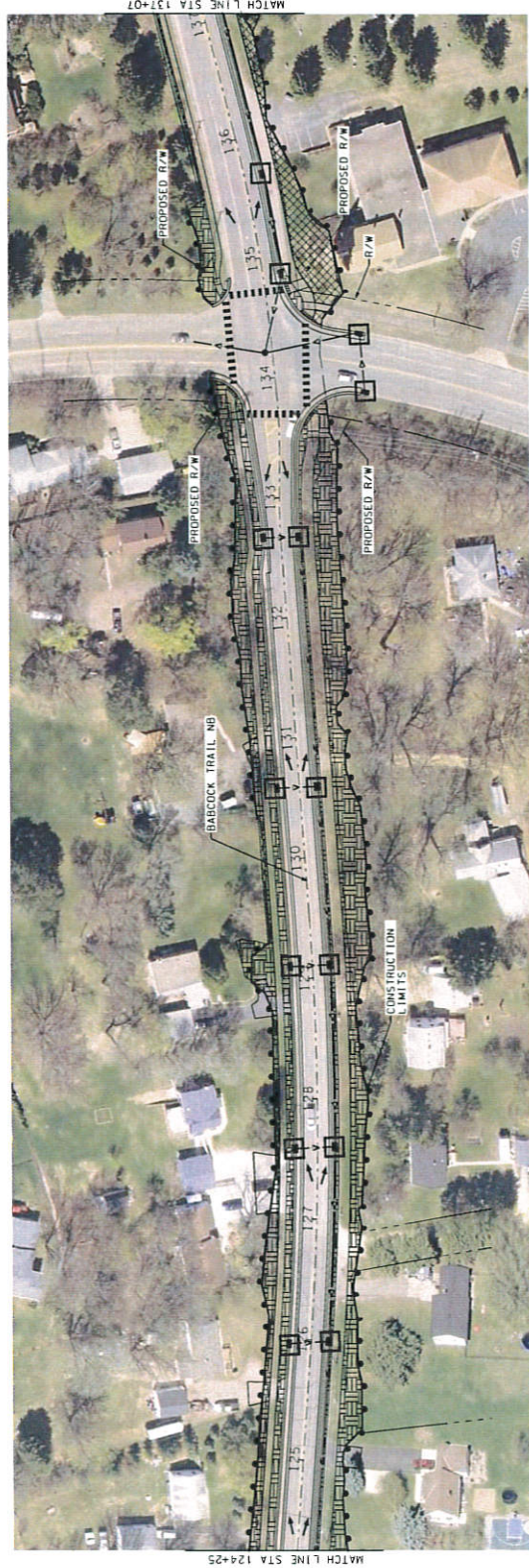
CITY OF
 INVER GROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
 CITY OF INVER GROVE HEIGHTS

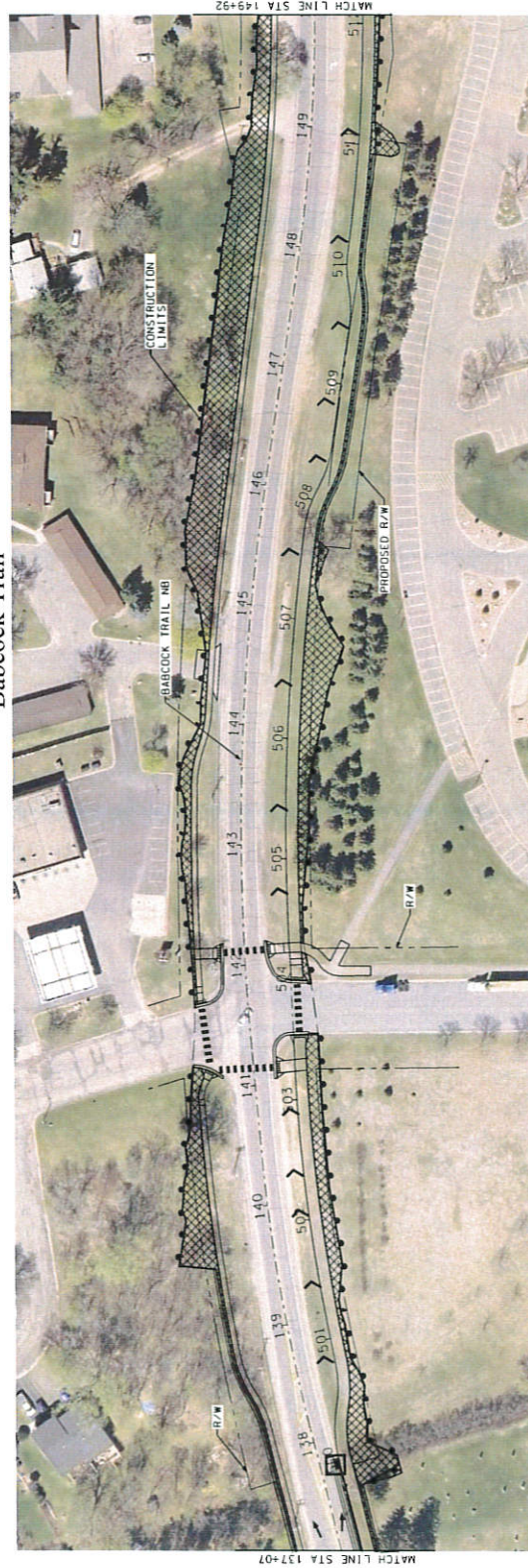
CITY OF INVER GROVE HEIGHTS, MN
 TURF ESTABLISHMENT &
 EROSION CONTROL PLAN

SHEET
 45
 OF
 47
 SHEETS

Babcock Trail



Babcock Trail



CITY OF INVER GROVE HEIGHTS BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS, MN TURF ESTABLISHMENT & EROSION CONTROL PLAN		SHEET 46 OF 47 SHEETS
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.				
DESIGN BY: CJB PER: BJC CHECKED BY: ACJ APPROVED BY: AJP		ANDREW PLUMANN, PE DATE: 02/20/2022 LICENSE NO.: 44320		
NO.	DATE	BY	CHK.	REVISIONS



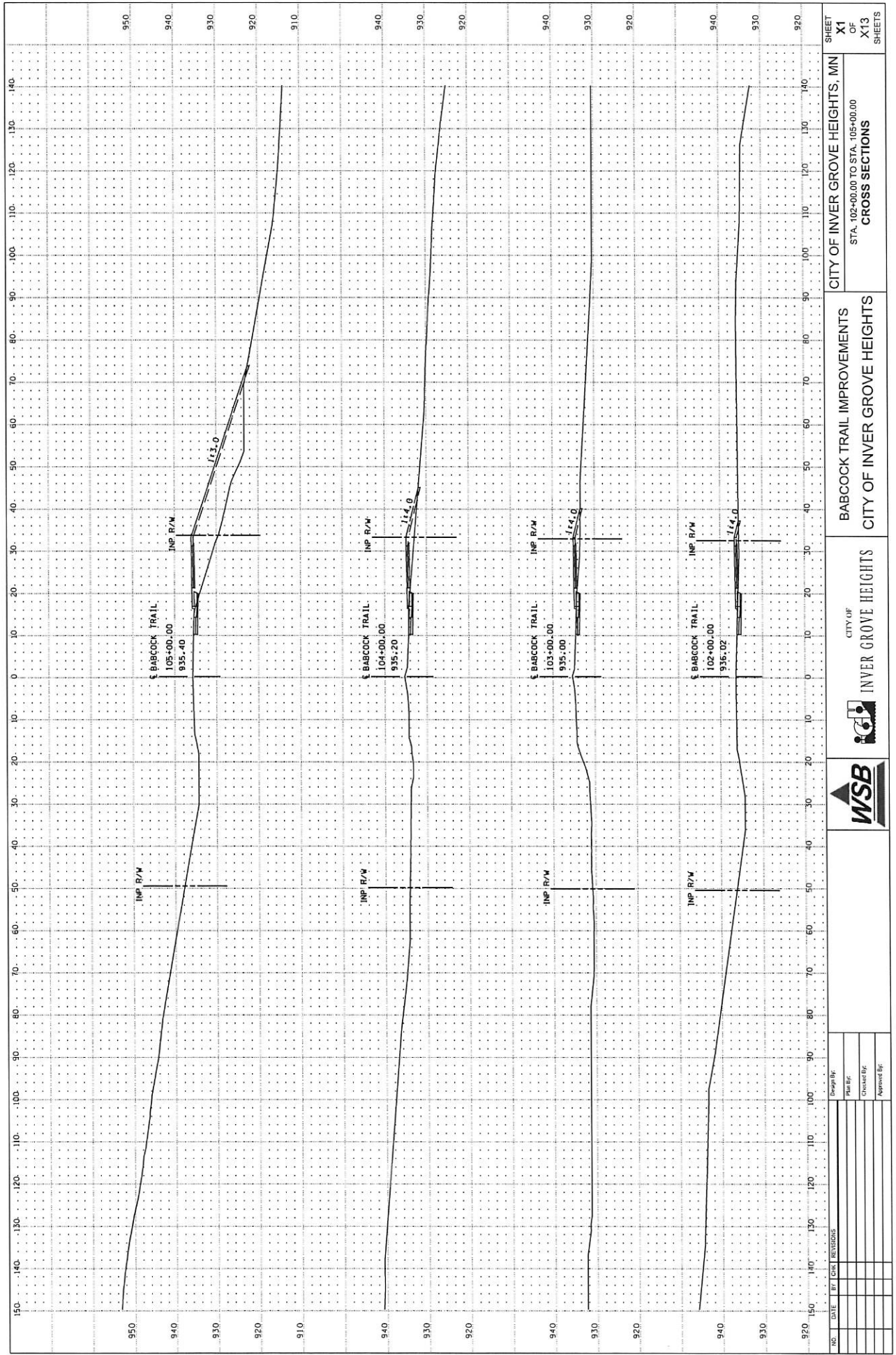
END PROJECT
BABCOCK TRAIL
STA 160+00

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.

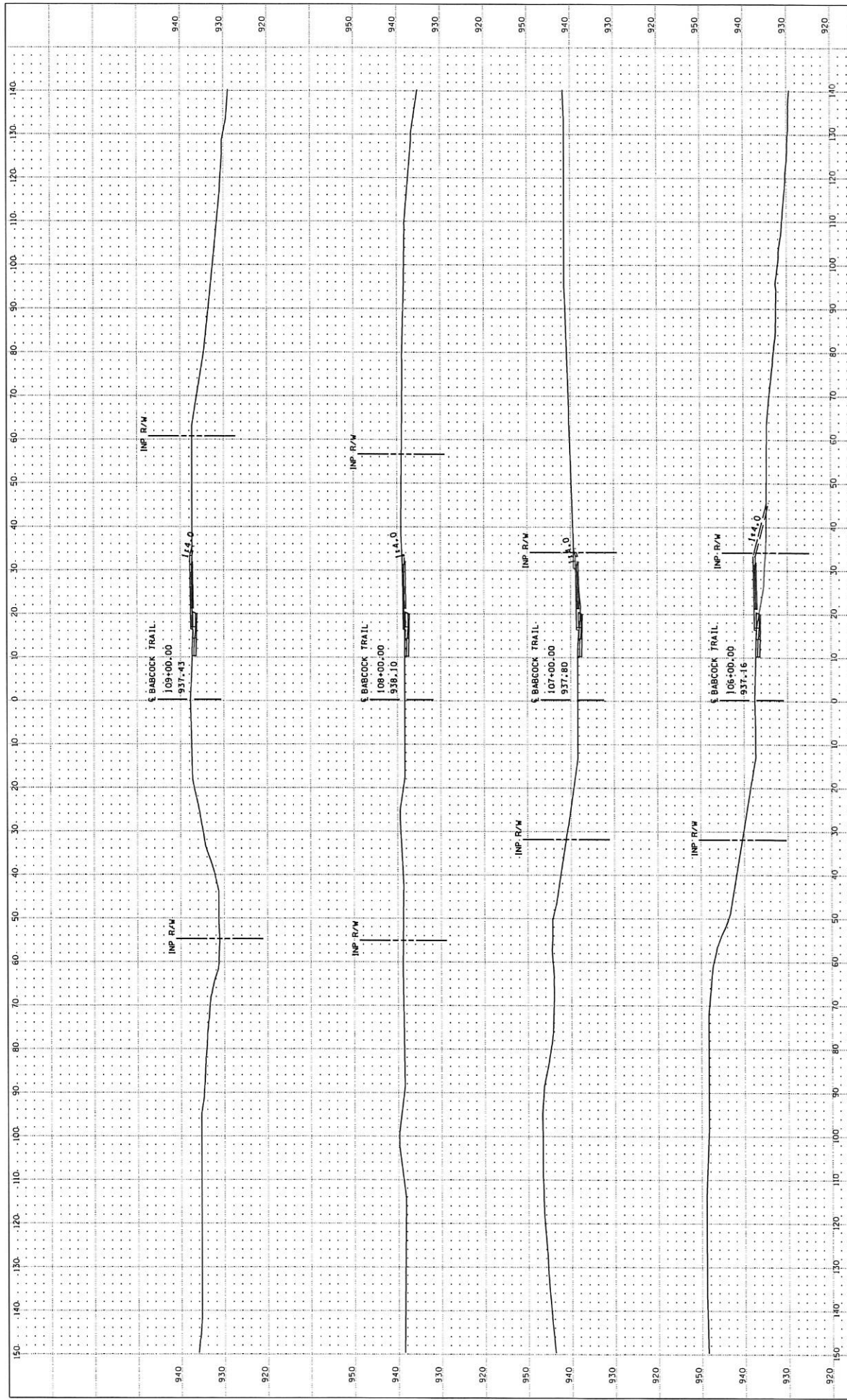
CITY OF
ROVE HEIGHTS

BABCOCK TRAIL IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

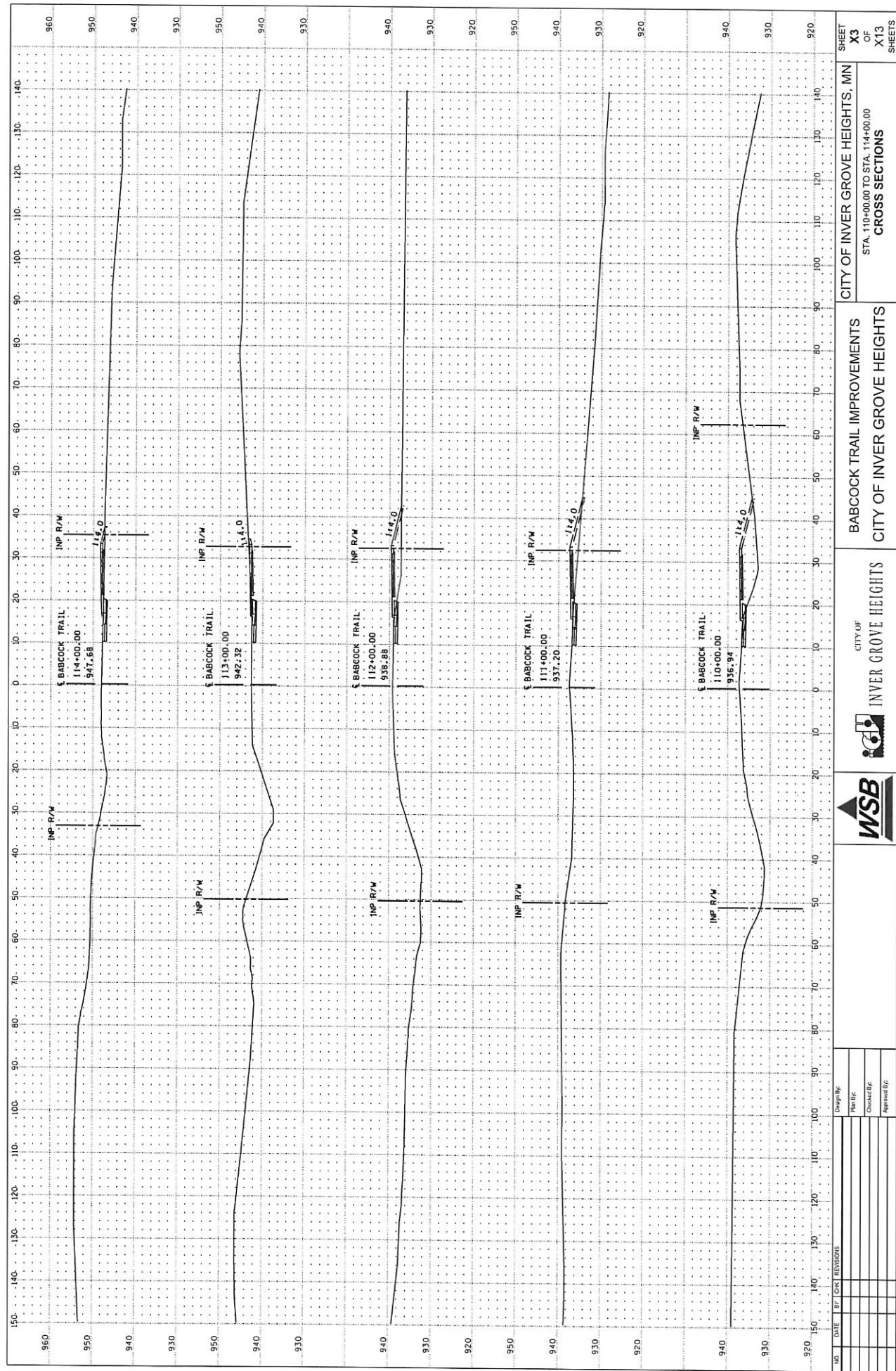
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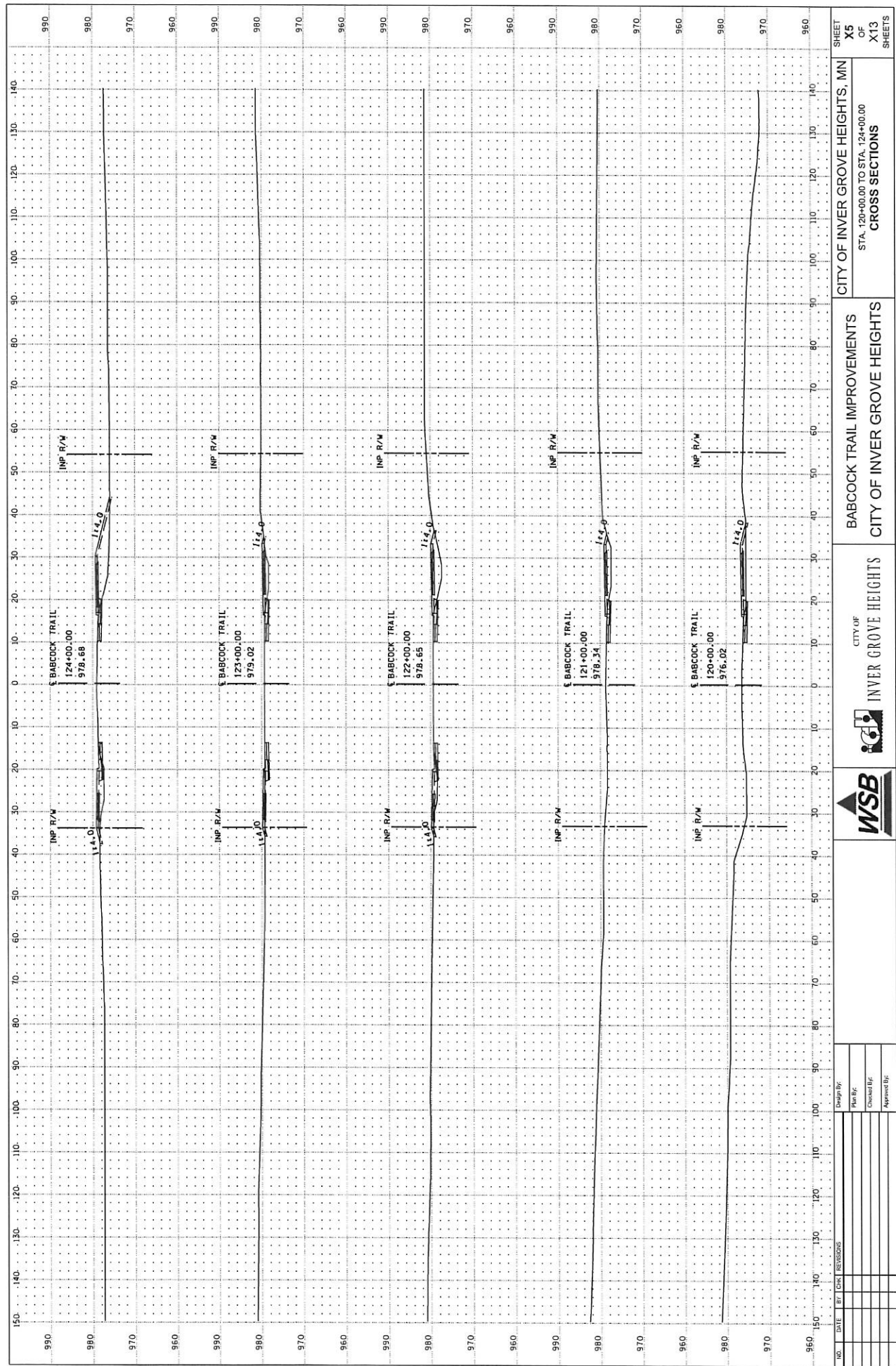
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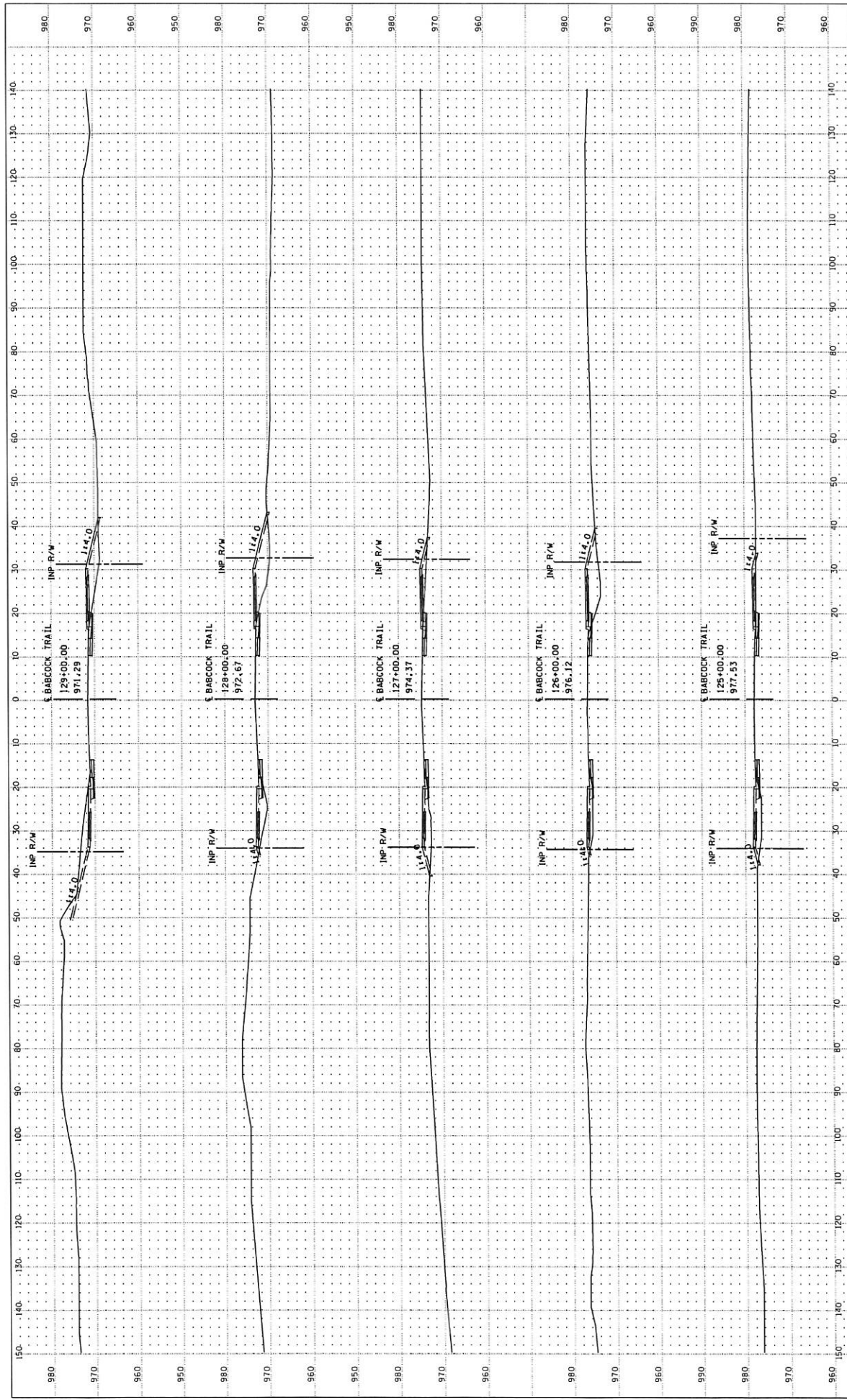
STA. 110+00.00 TO STA. 114+00.00

CROSS SECTIONS

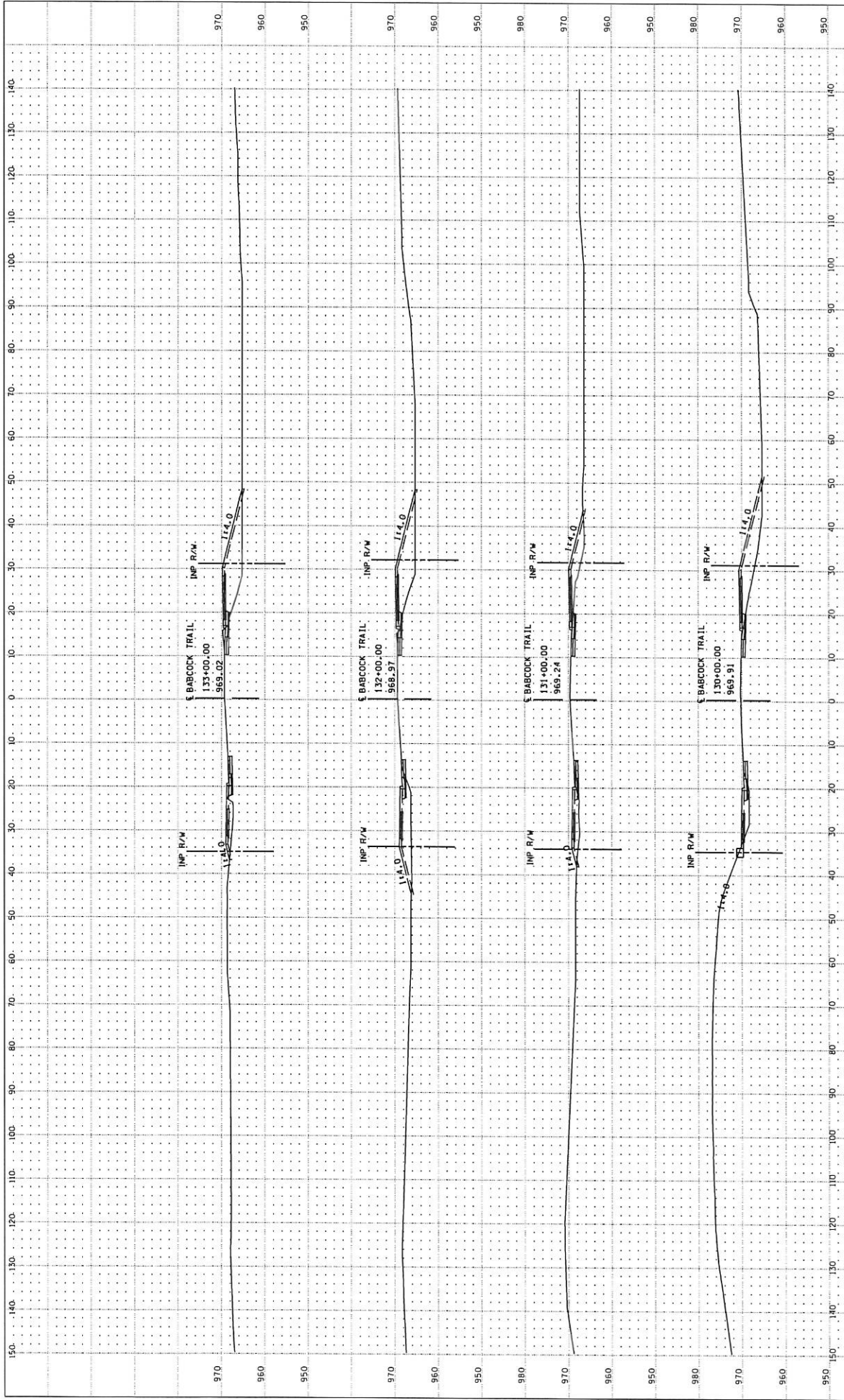
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Design By	
Plan By	
Check By	
Approved By	

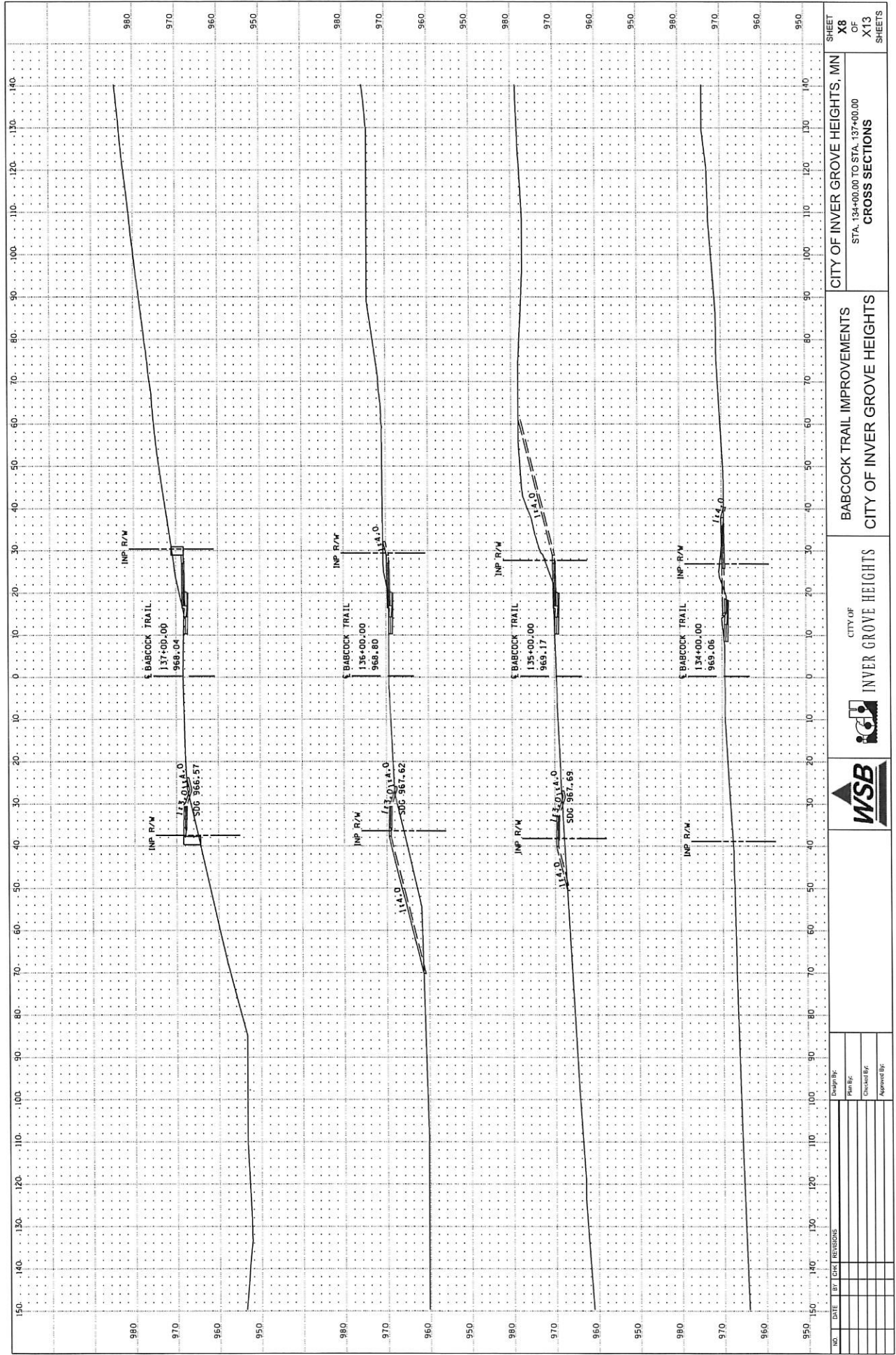


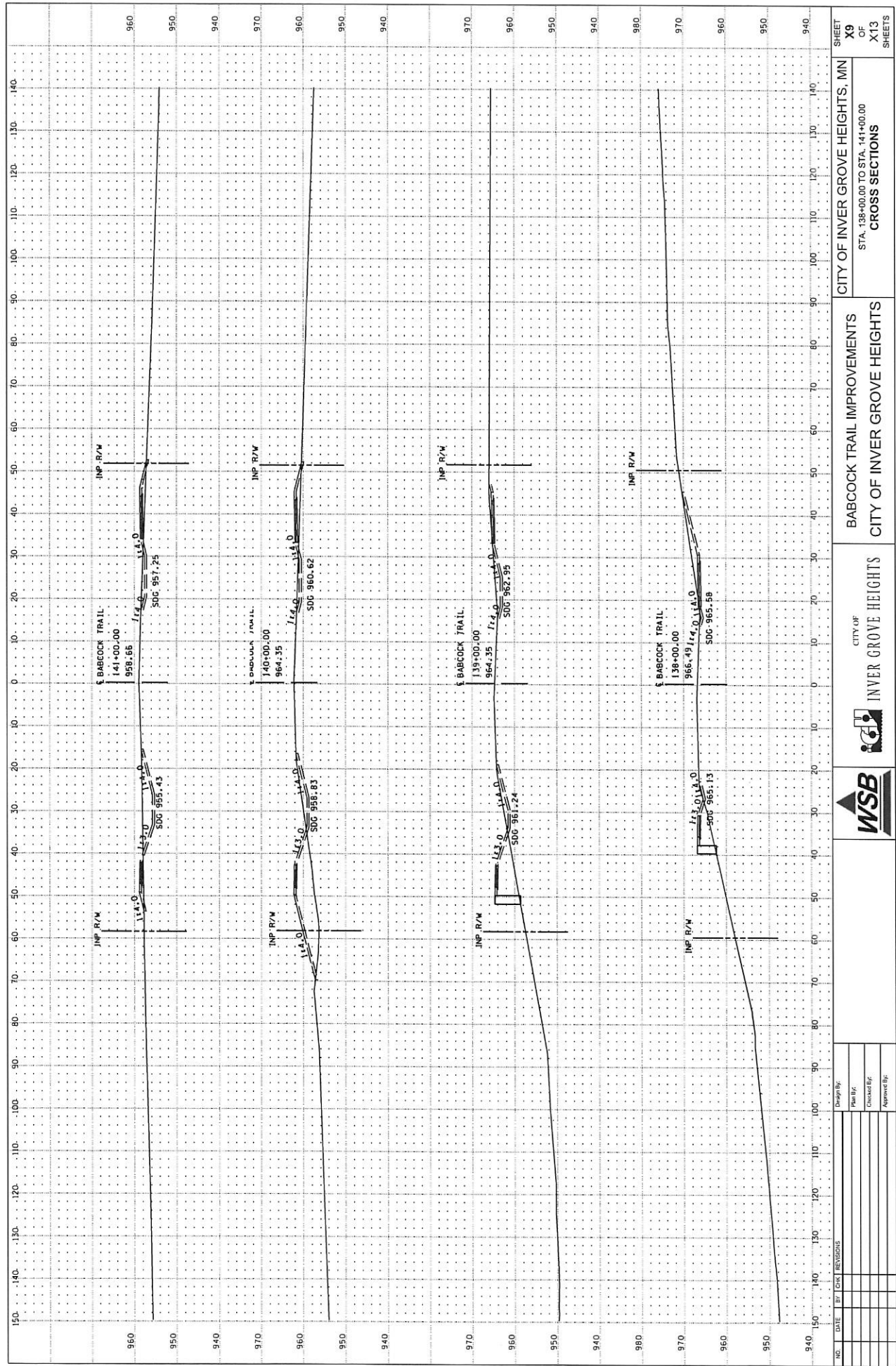


		CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS, MN STA. 125+00.00 TO STA. 129+00.00 CROSS SECTIONS		SHEET X6 OF X13 SHEETS
Design By: _____	Plan By: _____	Check By: _____	Approved By: _____					
Date: _____	Rev: _____	Date: _____	Rev: _____					

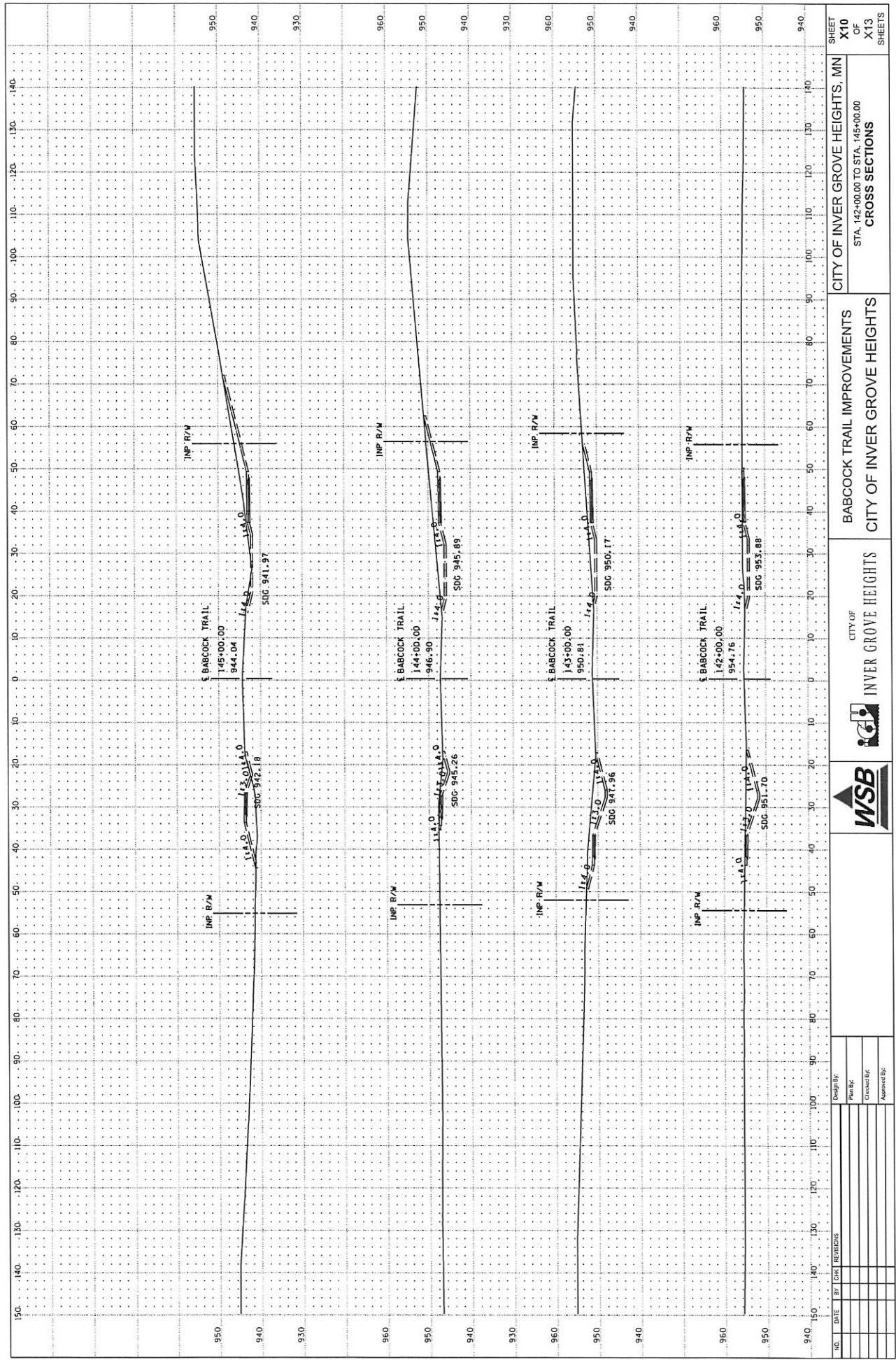


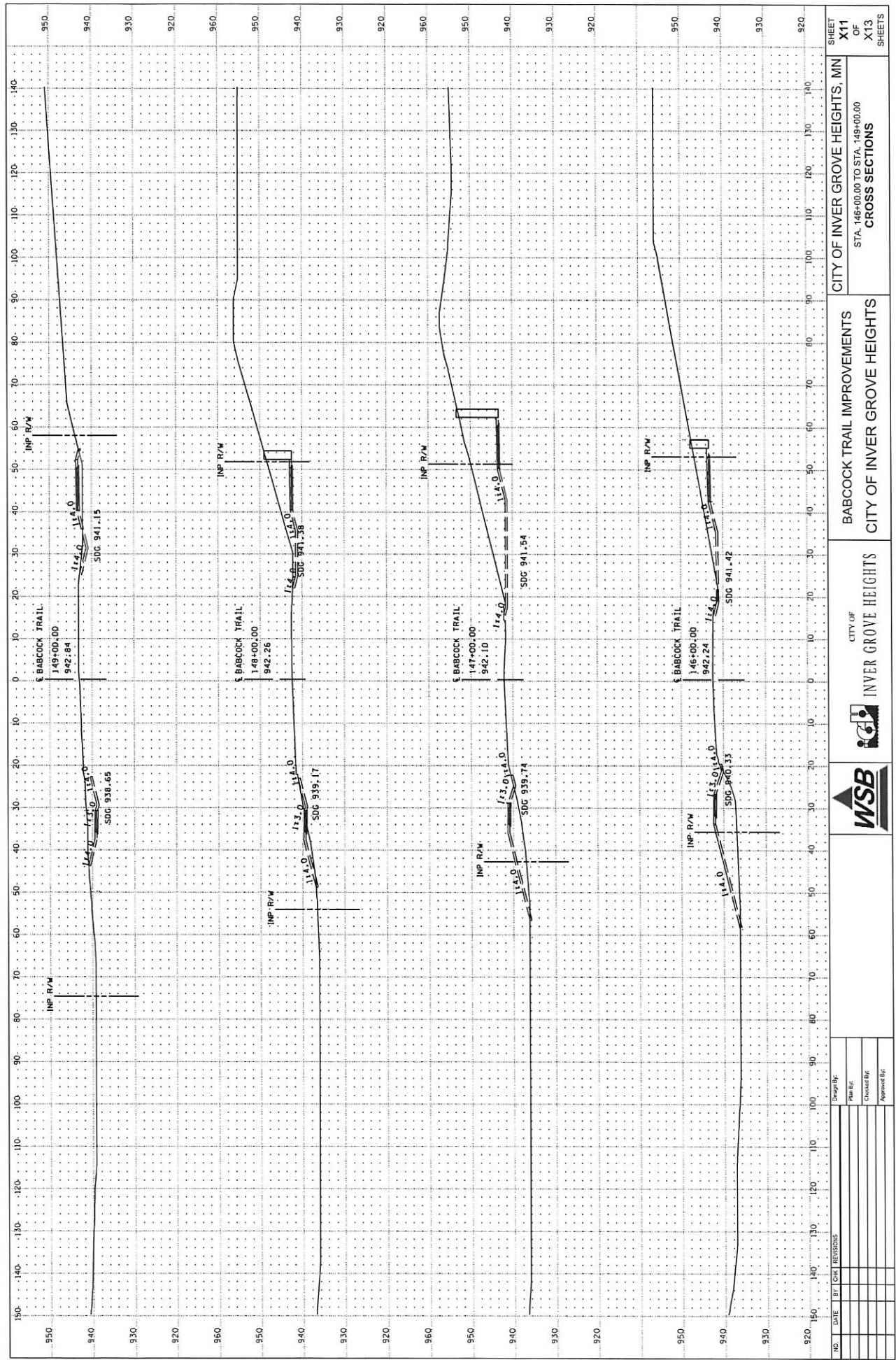
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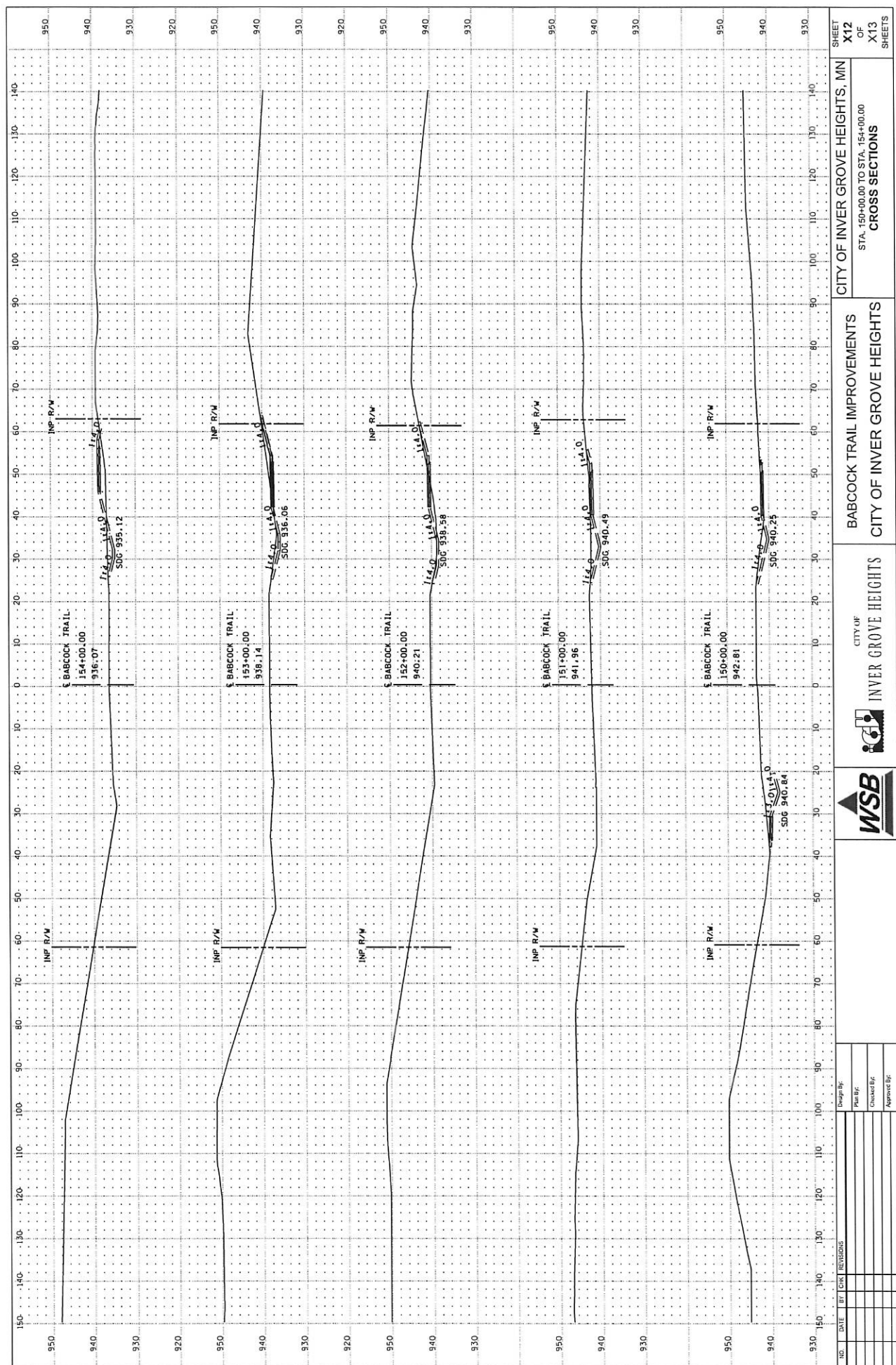


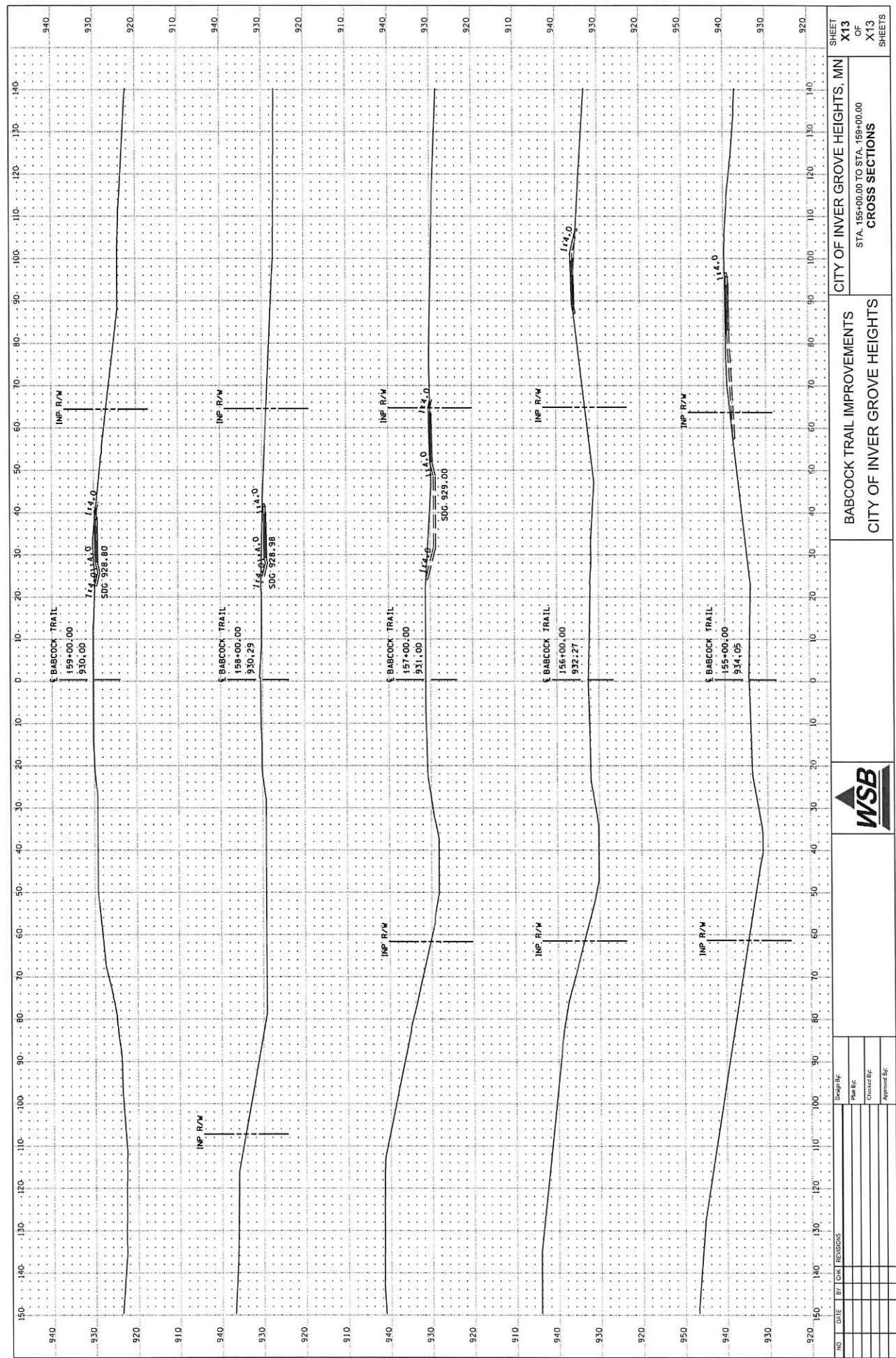
SHEET X9 OF X13 SHEETS		CITY OF INVER GROVE HEIGHTS, MN STA. 138+00.00 TO STA. 141+00.00 CROSS SECTIONS	
BABCOCK TRAIL IMPROVEMENTS CITY OF INVER GROVE HEIGHTS		CITY OF INVER GROVE HEIGHTS	
WSB 			
DATE 11/11/2020	DESIGNED BY J. L. H.	CHECKED BY J. L. H.	APPROVED BY J. L. H.





NO.	DATE	BY	CHK	REMARKS	Design By:
					Plan By:
					Check By:
					Approved By:





Appendix 2 – Opinion of Probable Costs

OPINION OF PROBABLE COST - BABCOCK TRAIL									
Project: BABCOCK TRAIL									
Location: INVER GROVE HEIGHTS, MN									
Project No: 01702-280									
Date: 10/4/2017									
STATEMENT OF ESTIMATED QUANTITIES									
Item No.	Description	Unit	Unit Price	PROJECT TOTAL		BABCOCK TRAIL SOUTH OF UPPER 55TH STREET		BABCOCK TRAIL NORTH OF UPPER 55TH STREET	
				Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2021.501	MOBILIZATION	LUMP SUM	\$20,000.00	1	\$20,000.00	0.65	\$13,000.00	0.35	\$7,000.00
2101.501	CLEARING	ACRE	\$10,000.00	0.7	\$7,400.00	0.3	\$3,300.00	0.4	\$4,100.00
2101.502	CLEARING	TREE	\$195.00	29	\$5,655.00	9	\$1,755.00	20	\$3,900.00
2101.506	GRUBBING	ACRE	\$10,000.00	0.7	\$7,400.00	0.3	\$3,300.00	0.4	\$4,100.00
2101.507	GRUBBING	TREE	\$106.00	29	\$3,074.00	9	\$954.00	20	\$2,120.00
2104.501	REMOVE PIPE CULVERTS	LIN FT	\$12.00	429	\$5,148.00	429	\$5,148.00		
2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	481	\$1,924.00	128	\$512.00	353	\$1,412.00
2104.503	REMOVE BITUMINOUS WALK	SQ FT	\$0.70	787	\$550.90	141	\$98.70	646	\$452.20
2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ FT	\$2.65	8015	\$21,239.75	7385	\$19,570.25	630	\$1,669.50
2104.505	REMOVE CONCRETE WALK	SQ FT	\$2.22	141	\$313.02	141	\$313.02		
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	\$5.00	2223	\$11,115.00	2223	\$11,115.00		
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.00	3850	\$15,400.00	3793	\$15,172.00	57	\$228.00
2104.509	REMOVE PIPE APRON	EACH	\$250.00	28	\$7,000.00	28	\$7,000.00		
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	10217	\$30,651.00	10056	\$30,168.00	161	\$483.00
2104.523	SALVAGE SIGN TYPE C	EACH	\$50.00	15	\$750.00	13	\$650.00	2	\$100.00
2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	\$141.25	8	\$1,130.00	6	\$847.50	2	\$282.50
2104.523	SALVAGE MAIL BOX SUPPORT	EACH	\$200.00	33	\$6,600.00	33	\$6,600.00		
2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	\$3.50	24	\$84.00	24	\$84.00		
2106.501	EXCAVATION - COMMON	CU YD	\$8.00	8602	\$68,816.00	2765	\$22,120.00	5837	\$46,696.00
2106.523	COMMON EMBANKMENT (CV)	CU YD	\$5.00	10747	\$53,735.00	6459	\$32,295.00	4288	\$21,440.00
2121.501	COMMON LABORERS	HOURL	\$80.00	20	\$1,600.00	10	\$800.00	10	\$800.00
2121.509	DOZER	HOURL	\$160.00	20	\$3,200.00	10	\$1,600.00	10	\$1,600.00
2121.510	10 CU YD TRUCK	HOURL	\$180.00	20	\$3,600.00	10	\$1,800.00	10	\$1,800.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$140.00	20	\$2,800.00	10	\$1,400.00	10	\$1,400.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$25.00	1268	\$31,700.00	1233	\$30,825.00	35	\$875.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	\$62.00	443	\$27,466.00	425	\$26,350.00	18	\$1,116.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.B)	TON	\$68.00	427	\$29,036.00	420	\$28,560.00	7	\$476.00
2501.515	24" RC PIPE APRON	EACH	\$620.00	1	\$620.00	1	\$620.00		
2503.511	15" RC PIPE SEWER CLASS V	LIN FT	\$36.00	2849	\$103,564.00	2405	\$86,580.00	444	\$15,984.00
2503.511	18" RC PIPE SEWER CLASS III	LIN FT	\$42.00	453	\$19,026.00	453	\$19,026.00		
2503.511	24" RC PIPE SEWER CLASS III	LIN FT	\$66.00	556	\$36,696.00	556	\$36,696.00		
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$150.00	115	\$40,250.00	95	\$33,250.00	20	\$7,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	\$500.00	14	\$7,000.00	14	\$7,000.00		
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	\$600.00	12	\$7,200.00	12	\$7,200.00		
2511.501	RANDOM RIPRAP CLASS III	CU YD	\$60.00	12	\$720.00	12	\$720.00		
2521.501	4" CONCRETE WALK	SQ FT	\$4.00	15673	\$62,688.00	9067	\$36,268.00	6605	\$26,420.00
2521.501	6" CONCRETE WALK	SQ FT	\$10.00	4311	\$43,110.00	2506	\$25,060.00	1805	\$18,050.00
2521.511	3" BITUMINOUS WALK	SQ FT	\$3.00	54269	\$162,807.00	32106	\$96,318.00	22163	\$66,489.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$16.00	5574	\$89,184.00	5217	\$83,472.00	357	\$5,712.00
2531.618	TRUNCATED DORIES	SQ FT	\$42.00	444	\$18,648.00	276	\$11,592.00	168	\$7,056.00
2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$200.00	33	\$6,600.00	33	\$6,600.00		
2540.618	STONE RETAINING WALL	SQ FT	\$32.00	4689	\$150,048.00	1023	\$32,736.00	3666	\$117,312.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$10,000.00	1	\$10,000.00	0.65	\$6,500.00	0.35	\$3,500.00
2564.537	INSTALL SIGN TYPE C	EACH	\$150.00	15	\$2,250.00	13	\$1,950.00	2	\$300.00
2564.537	INSTALL SIGN TYPE SPECIAL	EACH	\$275.00	8	\$2,200.00	6	\$1,650.00	2	\$550.00
2573.502	SILT FENCE, TYPE MS	LIN FT	\$4.00	14226	\$56,904.00	5782	\$23,128.00	8444	\$33,776.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$250.00	26	\$6,500.00	25	\$6,250.00	1	\$250.00
2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$4.00	962	\$3,848.00	481	\$1,924.00	481	\$1,924.00
2573.560	CULVERT END CONTROLS	EACH	\$200.00	1	\$200.00	1	\$200.00		
2574.508	FERTILIZER TYPE 3	POUND	\$0.80	337	\$269.60	35	\$28.00	302	\$241.60
2574.525	BOULEVARD TOPSOIL BORROW	CU YD	\$30.00	3124	\$93,720.00	1300	\$39,000.00	1824	\$54,720.00
2575.502	SEED MIXTURE 25-151	POUND	\$24.00	114	\$2,736.00	12	\$288.00	102	\$2,448.00
2575.505	SODDING TYPE LAWN	SQ YD	\$7.54	7826	\$59,008.04	7826	\$59,008.04		
2575.572	RAPID STABILIZATION METHOD 4	SQ YD	\$2.50	2000	\$5,000.00	1000	\$2,500.00	1000	\$2,500.00
2582.503	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$20.00	1242	\$24,840.00	126	\$2,520.00	1116	\$22,320.00
	CONSTRUCTION TOTAL				\$1,382,024.31		\$893,421.51		\$488,602.80

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 11, 2017
Item Type: Consent
Contact: Lieutenant Joshua Otis
(651) 450-2528
Prepared by: Lieutenant Joshua Otis
Reviewed by: Sean Folmar, Interim Chief of
Police

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

Authorization to execute the Dakota County Electronic Crimes Task Force Joint Powers Agreements with the City of Inver Grove Heights on behalf of its Police Department.

SUMMARY

In 2016, the city of Inver Grove Heights signed into an established 2015 Joint Powers Agreement and joined together in a multi-agency task force intended to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities. The 2015 Joint Powers Agreement will expire on December 31, 2017 and the new Joint Powers Agreement begins on January 1, 2018 and remains in effect through December 31, 2022.

A copy of the new Joint Powers Agreement for the Dakota County Electronic Crimes Task Force is included.

Staff recommends that the Inver Grove Heights City Council authorize the execution of the Dakota County Electronic Crimes Task Force Joint Powers Agreement with the City of Inver Grove Heights on behalf of its Police Department regarding the Dakota County Electronic Crimes Task Force.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

**RESOLUTION TO PARTICIPATE IN THE DAKOTA COUNTY ELECTRONIC
CRIMES TASK FORCE**

WHEREAS, on or about January 1, 2018, the County of Dakota, the Dakota County Drug Task Force and the cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul (“Parties”) have entered into a joint powers agreement establishing the Dakota County Electronic Crimes Task Force (“Agreement”); and

WHEREAS, the City of Inver Grove Heights, a governmental unit of the State of Minnesota, through its duly elected governing body has adopted a resolution approving the Agreement and authorizing its MAYOR to execute the same; and

WHEREAS, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the parties.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Section 3 of the Agreement to include the City of Inver Grove Heights as a party to the Agreement.
2. Section 7.2 Budgeting and Funding to provide that the City of Inver Grove Heights shall contribute \$18,000.00 for membership.
3. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the parties have executed this Amendment to the Agreement on the dates indicated below.

Adopted on this day of 2017.

Ayes:

Nays: _____

Attest:

George Tourville, Mayor

Michelle Tesser, City Clerk

DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for the enforcement of criminal laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, Section 471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The parties hereby establish the Dakota County Electronic Crimes Task Force ("Task Force").

2. General Purpose. The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities.

3. Parties. The parties to this Agreement are the following units of government:

City of Apple Valley	City of Mendota Heights
City of Burnsville	City of Rosemount
City of Farmington	City of South St. Paul
City of Hastings	City of West St. Paul
City of Inver Grove Heights	County of Dakota
City of Lakeville	Dakota County Drug Task Force

(Individually or collectively "member(s)" or "party(ies)")

4. Administrative Board.

4.1 Creation and Composition. A joint powers board, known as the Electronic Crimes Task Force Administrative Board ("Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one member from each of the law enforcement units of government that participates in the Task Force, appointed by their respective police chief or sheriff. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. The police chief or sheriff may appoint an alternative member to attend Board meetings if the appointed member is unavailable. Alternates must be full-time supervisory peace officers from their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it. At the discretion of the Dakota County Attorneys, the Dakota County Attorney's Office shall serve the Board in an advisory capacity and shall be designated legal counsel on behalf of the Board and Task Force. The fiscal agent shall maintain a roster of current Board members and appointed alternates.

4.2 Terms. Board members and alternates shall serve at the pleasure of their respective police chief or sheriff. In the event that any Board member shall be removed by the appointing agency, the vacancy shall be filled by the appropriate appointing agency.

4.3 Officers. At its initial meeting in January 2018, the Board shall elect from its members (but not alternates) a chair, a vice-chair and a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. In January of each subsequent year the Board shall meet and elect from its members a chair, a vice-chair, a secretary/treasurer, and such other officers as

it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.

4.4 Meetings. The Board shall meet in January of each year and shall have other regular and special meetings at such times and places as the Board shall determine. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members; except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to Section 6.1 shall require ten (10) days' notice. The presence of two-thirds (2/3) of the Board members at a meeting shall constitute a quorum.

4.5 Voting. Each Board member shall be entitled to one vote. If a Board member is unable to attend a meeting, the duly appointed alternative may attend and vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members, or alternates, present.

5. Duties of the Administrative Board.

5.1 The Board shall formulate a program to carry out its purpose.

5.2 The Board shall coordinate intelligence between the members and the Task Force and cooperate with other local, state, and federal law enforcement agencies to accomplish the purpose for which it is organized.

5.3 The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. It shall have prepared an independent audit of the books and accounts of the Task Force and shall provide an audit report to its members if any member requests a financial audit of the Task Force.

5.4 The Board shall keep proper minutes of all its proceedings.

5.5 The Sheriff's Office shall provide annually a year-end review/expenditure report of the Task Force's activities.

5.6 The Board shall establish performance and quality control measures and periodically monitor those measures, to include Task Force investigatory practices and policies.

6. Powers of the Administrative Board.

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to enter into and execute those contracts.

6.3 The Board may sue and be sued.

6.4 The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

6.5 The Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and

dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.

6.6 The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

6.7 The Board shall purchase and maintain public liability insurance coverage, with a limit of at least \$1,500,000 per occurrence, under standard liability coverage forms, and such other bonds and insurance as is deemed necessary for the protections of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a or other applicable law.

6.8 The Board may hold such other property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in this Agreement.

6.9 To the extent allowed by law, establish and collect fees, including user fees, for services performed by the Task Force, the Board or its members.

6.10 The Board may create a policies and procedures manual for use by the Task Force and review the same annually. If a policy or procedure adopted by the Board conflicts with a policy or procedure of a member, that member's policy or procedure shall apply to any agent assigned by that member to the Task Force.

6.11 The Board may retain legal counsel to advise the Board and provide civil legal services.

6.12 The Board may recommend changes in this Agreement to its members.

7. Budgeting and Funding.

7.1 By April 30 of each year the Board shall prepare and adopt a budget for the following year and may amend the same from time to time.

7.2 The members intend to fund the cost of operating the Task Force through member contributions of funds, officers and staff and by obtaining grant funds and restitution, if available. For 2018, the cities of Hastings, Farmington, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul and West St. Paul and the Dakota County Drug Task Force each shall pay \$18,000 to the Task Force fiscal agent to be deposited in the Task Force account. Members may also contribute the services of a licensed peace officer(s) and staff as determined by the Board. For 2018, the cities of Apple Valley and Burnsville shall contribute the services of one full-time licensed peace officer and the city of Lakeville shall contribute the services of a license peace officer as determined by the Board. For 2018, Dakota County shall contribute the services of one full-time and one part-time (50%) licensed peace officers and two full-time staff and shall commit to housing the Task Force within a County facility.

By April 1 of each subsequent year, prior to the adoption of an annual budget for the following year, the Board will determine the amount of financial contribution by each member so that the adopted budget will be adequately funded. Any member may object to a proposed payment as excessive relative to the adopted budget. If a member's objection cannot be resolved, the Board may adopt a revised budget to accommodate the member's objection or an amendment to this Agreement approved by all members shall be executed by each member's governing body. The Board shall determine the amount of financial contribution and/or contribution of services by members and any new members.

7.3 If the Board incurs any liability for damages arising from the services performed under this Agreement, the amount of damages shall be assessed equally amongst the members. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities as fully described in Section 10.

7.4 The Board shall adopt a budget based upon grant funds received, member financial contributions and money made available from other sources. The Board may amend the budget as needed to reflect revenue and expenditure changes.

7.5 Dakota County shall serve as the fiscal agent of the Task Force and shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles. The fiscal agent shall forward reports on Task Force receipts and disbursements to the members on a regular basis. Fiscal agent responsibilities shall include, but not be limited to: management of all funds, including member contributions and grant monies, payment for contracted services and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board chair, vice-chair or secretary/treasurer.

7.6 The members agree to contribute their financial contributions, grant funds and dedicated licensed peace officers required to operate the Task Force.

7.7 All funds shall be accounted for according to generally accepted accounting principles. The secretary/treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.8 The Board may not incur debt.

7.9 The Board's obligation to reimburse members for any expense, furnish equipment, pay for staffing and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement, staffing and/or other expenditures.

8. Agents.

8.1 Each member shall inform the Board in December of each year of the identity of the licensed peace officers to serve as Agents for the Task Force ("Agents") for the following calendar year. The chief law enforcement officer for that member shall have the responsibility for determining the identity of their assigned officer(s). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved in advance by the Board.

8.2 Agents will be responsible for the investigation of illegal activities related to or involving the use of electronic devices, the Internet, and materials transmitted or used in electronic form, including case development and handling and processing of evidence. To the extent permitted by law, Agents will work cooperatively with assisting agencies, including sharing information acquired by Agents pursuant to this Agreement.

8.3 Agents are not employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are providing assistance as a member of the Task Force. Each party to this Agreement waives its right to sue any other party for any workers' compensation benefits paid to its own employee or their

dependents, even if the injury is caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.4 The member appointing the Agent shall furnish the Agent with all standard department issued equipment necessary to perform all functions of the Agent. Agents' computers must meet Dakota County standards. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to sue any other member for any damages to or loss of its equipment, even if the damages or loss were caused wholly or partially by the negligence of any other member or its officers, employees or agents.

8.5 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent or half-time equivalent staffing assigned to the Task Force as described in Sections 7.2 and 8.1.

9. Indemnification. The Task Force is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Task Force shall defend and indemnify the parties, and their officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising from Task Force activities or operations, and decisions of the Board.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any party for any act or omission for which the officer, employee, or agent is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

10. Insurance. The Board shall purchase general liability insurance for activities of the Task Force as described in Section 2. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and this Agreement shall not be interpreted to constitute a waiver by any member of limitations on liability or immunities provided by any applicable Minnesota law, including Minnesota Statutes, Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds of the Task Force.

11. Task Force Supervisory Oversight. The Dakota County Sheriff's Office will provide supervisory oversight of Task Force operations including case assignments, record keeping, intelligence management, management of all property seized, and the execution of stings, arrests, search warrants and similar operations performed by the Agents.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. Additional Parties. Any additional unit of government may become a party to this Agreement by adopting a resolution declaring its intention to do so and by entering into this Agreement, as it may be amended from time to time, provided that the parties have entered into an amendment pursuant to Section 13 approving such additional member. Such amendment shall be substantially in form of Exhibit A, attached hereto and incorporated by reference.

13. Amendments. Any amendment to this Agreement must be in writing and executed by all of the parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterparts and amendments shall be filed with the fiscal agent.

15. Effective Date. This Agreement shall take full effect on January 1, 2018. Members may execute this Agreement in counterparts and need not sign the same original document. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date. The fiscal agent shall also notify all parties of additional parties added pursuant to Section 12 and parties withdrawing pursuant to Section 16.3.

16. Termination and Withdrawal.

16.1 Termination Date. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 2022, unless extended by agreement of all of the members.

16.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to extent provided by law. With the exclusion of technology equipment contributed and owned by any member, upon termination of this Agreement all property of the Task Force shall be sold or distributed to the members in proportion to their respective financial and staff contributions to the Task Force since its inception. Parties who effectively withdraw from this Agreement will not be entitled to any return of their financial contributions.

16.3 Withdrawal. Without the necessity of approval from the parties' governing bodies, any party may withdraw from this Agreement upon 60 days' written notice to the Board. The Board shall notify the members pursuant to Section 17 of the receipt of a withdrawal notice. Equipment acquired by an Agent or member as a result of training or other activities paid or sponsored by the Task Force shall remain the property of the Task Force upon withdrawal of that member from the Task Force.

16.4 Effect of Withdrawal. Withdrawal by any member shall not terminate this Agreement except as provided in Section 16.1. Withdrawal shall not act to discharge any liability incurred by or chargeable to the member prior to the effective date of withdrawal. Such liability shall continue until discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid or forgiveness of such funds owed to the Board.

17. Notice. Notice of withdrawal shall be provided by first class mail to the following and to any additional members added pursuant to Section 12:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55044

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Dakota County Drug Task Force
P.O. Box 21304
Eagan, MN 55121-0304

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, Section 471.59.

Approved by the City Council

CITY OF APPLE VALLEY

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF BURNSVILLE

Date: _____

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

CITY OF FARMINGTON

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council
Date: _____

CITY OF HASTINGS

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

CITY OF INVER GROVE HEIGHTS

Date: _____

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

CITY OF LAKEVILLE

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF MENDOTA HEIGHTS

Date: _____

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF ROSEMOUNT

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF SOUTH ST. PAUL

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF WEST ST. PAUL

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

DAKOTA COUNTY DRUG TASK FORCE

Approved by the Board
Date _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

By: _____
Date of Signature: _____

Approved as to form:

By: _____
Assistant County Attorney
Date of Signature: _____

COUNTY OF DAKOTA

Approved by Dakota County Board
Resolution No.: _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

By: _____
Date of Signature: _____

Approved as to form:

By: _____
Assistant County Attorney
Date of Signature: _____

KS-2017-185

CONTRACT\2017\KS17-185 DakotaCtyElectronicCrimesTaskForce JPA.docx

EXHIBIT A

Amendment to Dakota County Electronic Crimes Task Force Joint Powers Agreement

Whereas, on or about January 1, 2018, the County of Dakota, the Dakota County Drug Task Force and the cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul ("Parties") entered into a joint powers agreement establishing the Dakota County Electronic Crimes Task Force ("Agreement"); and

Whereas, the Parties desire to amend the Agreement to add _____ as a party to the Agreement; and

Whereas, _____ as a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its _____ to execute the same; and

Whereas, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the Parties.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. Section 3 Parties to include _____ as a party to the Agreement.
2. Section 7.2 Budgeting and Funding to provide that _____ shall contribute _____ for the initial calendar year of membership.
3. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Parties have executed this Amendment to the Agreement on the dates indicated below.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2017-09B – Sealcoat

Meeting Date: December 11, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund (440); Sealcoat Escrows for Argenta Hills 5 th and 7 th Additions

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2017-09B – Sealcoat.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$444,732.60 to Astech Corp. on March 27, 2017 for City Project No. 2017-09B – Sealcoat.

The project is substantially complete, and the warranty period will commence with the approval of this pay voucher. A 5% retainage will be held until final quantities and costs are agreed to with the contractor.

I recommend approval of Pay Voucher No. 1 in the amount of \$417,286.07, for City Project No. 2017-09B – Sealcoat.

TJK/nwh

Attachments: Final Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO:	One (1)
DATE:	December 11, 2017
PERIOD ENDING:	September 30, 2017
CONTRACT:	2017 Pavement Management Program
PROJECT NO:	2017-09B Sealcoat

TO: Astech Corp.
P.O. Box 1025
St. Cloud, MN 56032

Original Contract Amount	\$444,732.60
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$444,732.60
Total Value of Work to Date.....	\$439,248.50
Less Retained (5%)	\$21,962.43
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$417,286.07
Total Payments including this Voucher	\$417,286.07

Approvals:

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

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

December 11, 2017

Signed by: _____ Date _____
Astech Corp.

Signed by: _____ December 11, 2017
George Tourville, Mayor

PAYMENT #1
2017 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2017-09B

Item No.	Base Bid Schedule 1 (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	12.0	12.0	\$ 125.00	\$ 1,500.00	\$ 1,500.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	2140.0	2764.0	\$ 3.50	\$ 7,490.00	\$ 9,674.00
3	Seal Coating (FA-2 Class A)	SY	17767.0	17767.0	\$ 1.00	\$ 17,767.00	\$ 17,767.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	6348.0	5508.0	\$ 1.00	\$ 6,348.00	\$ 5,508.00
5	Seal Coat Test Strip	LS	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
6	Pavement Message (Left Turn Arrow) Latex	EA	8.0	9.0	\$ 50.00	\$ 400.00	\$ 450.00
7	Pavement Message (Right/Thru Turn Arrow) Latex	EA	6.0	7.0	\$ 92.00	\$ 552.00	\$ 644.00
8	Pavement Message (Thru Arrow) Arrow	EA	5.0	5.0	\$ 50.00	\$ 250.00	\$ 250.00
9	Linear Markings 4" Width Latex Solid White	LF	18000.0	16412.0	\$ 0.10	\$ 1,800.00	\$ 1,641.20
10	Linear Markings 4" Width Latex Double Yellow	LF	1500.0	10330.0	\$ 0.20	\$ 300.00	\$ 2,066.00
11	Linear Markings 12" Width Latex Solid White	LF	600.0	266.0	\$ 2.70	\$ 1,620.00	\$ 718.20
12	Linear Markings 24" Width Latex Solid White	LF	120.0	251.0	\$ 4.90	\$ 588.00	\$ 1,229.90
13	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Schedule 1 Subtotal						\$ 40,915.00	\$ 43,748.30

Item No.	Base Bid Schedule 2 (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	15.0	15.0	\$ 125.00	\$ 1,875.00	\$ 1,875.00
2	Seal Coating (FA-2 Class A)	SY	21880.0	21880.0	\$ 1.00	\$ 21,880.00	\$ 21,880.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	7001.0	6783.0	\$ 1.00	\$ 7,001.00	\$ 6,783.00
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
5	Pavement Message (Left Turn Arrow) Latex	EA	7.0	5.0	\$ 50.00	\$ 350.00	\$ 250.00
6	Pavement Message (Right Turn Arrow) Latex	EA	8.0	9.0	\$ 50.00	\$ 400.00	\$ 450.00
7	Linear Markings 4" Width Latex Broken White	LF	600.0	637.0	\$ 0.10	\$ 60.00	\$ 63.70
8	Linear Markings 4" Width Latex Solid White	LF	8700.0	8748.0	\$ 0.10	\$ 870.00	\$ 874.80
9	Linear Markings 4" Width Latex Solid Yellow	LF	2000.0	2760.0	\$ 0.10	\$ 200.00	\$ 276.00
10	Linear Markings 4" Width Latex Double Yellow	LF	2000.0	2131.0	\$ 0.20	\$ 400.00	\$ 426.20
11	Linear Markings 12" Width Latex solid Yellow	LF	110.0		\$ 2.70	\$ 297.00	\$ -
12	Linear Markings 24" Width Latex solid Yellow	LF	0.0	22.0	\$ 4.90	\$ -	\$ 107.80
13	Crosswalk Marking Paint White Latex	SF	1350.0	648.0	\$ 2.70	\$ 3,645.00	\$ 1,749.60
14	Traffic Control	LS	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
Schedule 2 Subtotal						\$ 38,578.00	\$ 36,336.10

Item No.	Base Bid Schedule 3 (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	8.0	8.0	\$ 125.00	\$ 1,000.00	\$ 1,000.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	250.0	323.0	\$ 3.50	\$ 875.00	\$ 1,130.50
3	Seal Coating (FA-2 Class A)	SY	11078.0	11078.0	\$ 1.00	\$ 11,078.00	\$ 11,078.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	3361.0	3434.0	\$ 1.00	\$ 3,361.00	\$ 3,434.00
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
6	Pavement Message (Right Turn Arrow) Latex	EA	2.0	2.0	\$ 50.00	\$ 100.00	\$ 100.00
7	Pavement Message (STOP) Latex	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
8	Pavement Message (AHEAD) Latex	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
9	Linear Markings 4" Width Latex Solid White	LF	1380.0	1091.0	\$ 0.10	\$ 138.00	\$ 109.10
10	Linear Markings 4" Width Latex Double Yellow	LF	550.0	512.0	\$ 0.20	\$ 110.00	\$ 102.40
11	Linear Markings 12" Width Latex Solid White	LF	150.0		\$ 2.70	\$ 405.00	\$ -
12	Linear Markings 24" Width Latex Solid White	LF	28.0		\$ 4.90	\$ 137.20	\$ -
13	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Schedule 3 Subtotal						\$ 19,704.20	\$ 19,454.00

Item No.	Base Bid Schedule 4 (Area 4)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	25.0	25.0	\$ 125.00	\$ 3,125.00	\$ 3,125.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	3800.0	4943.0	\$ 3.50	\$ 13,300.00	\$ 17,300.50
3	Seal Coating (FA-2 Class A)	SY	31306.0	31306.0	\$ 1.00	\$ 31,306.00	\$ 31,306.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	11270.0	9705.0	\$ 1.00	\$ 11,270.00	\$ 9,705.00
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
6	Pavement Message (Left Turn Arrow) Latex	EA	20.0	16.0	\$ 50.00	\$ 1,000.00	\$ 800.00
7	Pavement Message (Right Turn Arrow) Latex	EA	13.0	11.0	\$ 50.00	\$ 650.00	\$ 550.00
8	Pavement Message (STOP) Latex	EA	2.0		\$ 100.00	\$ 200.00	\$ -
9	Pavement Message (AHEAD) Latex	EA	2.0		\$ 100.00	\$ 200.00	\$ -
10	Linear Markings 4" Width Latex Solid White	LF	4000.0	3883.0	\$ 0.10	\$ 400.00	\$ 388.30
11	Linear Markings 4" Width Latex Broken White	LF	1600.0	1633.0	\$ 0.10	\$ 160.00	\$ 163.30
12	Linear Markings 4" Width Latex Double Yellow	LF	1500.0	1439.0	\$ 0.20	\$ 300.00	\$ 287.80
13	Linear Markings 24" Width Latex Solid White	LF	360.0	307.0	\$ 4.90	\$ 1,764.00	\$ 1,504.30
14	Linear Markings 24" Width Latex Solid Yellow	LF	180.0		\$ 4.90	\$ 882.00	\$ -
15	Crosswalk Marking Paint White Latex	SF	1560.0	540.0	\$ 2.70	\$ 4,212.00	\$ 1,458.00
16	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Schedule 4 Subtotal						\$ 71,069.00	\$ 68,888.20

Item No.	Base Bid Schedule 5 (Area 5)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20.0	20.0	\$ 125.00	\$ 2,500.00	\$ 2,500.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	1100.0	1421.0	\$ 3.50	\$ 3,850.00	\$ 4,973.50
3	Seal Coating (FA-2 Class A)	SY	78289.0	78289.0	\$ 1.00	\$ 78,289.00	\$ 78,289.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	26620.0	24376.0	\$ 1.00	\$ 26,620.00	\$ 24,376.00
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
6	Linear Markings 12" Width Latex Solid White	SF	80.0	74.0	\$ 2.70	\$ 216.00	\$ 199.80
7	Linear Markings 24" Width Latex Solid White	SF	16.0	14.0	\$ 4.90	\$ 78.40	\$ 68.60
8	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Schedule 5 Subtotal						\$ 113,853.40	\$ 112,706.90

Base Bid (Schedules 1-5) Total: \$ 284,119.60 \$ 281,133.50

Item No.	Bid Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	15.0	15.0	\$ 125.00	\$ 1,875.00	\$ 1,875.00
2	Seal Coating (FA-2 Class A)	SY	22710.0	22710.0	\$ 1.00	\$ 22,710.00	\$ 22,710.00
3	Bituminous Material for Fog Seal (CSS-1h)	GAL	7721.0	7040.0	\$ 1.00	\$ 7,721.00	\$ 7,040.00
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
5	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Alternate A Total						\$ 34,606.00	\$ 33,925.00

Item No.	Bid Alternate B	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	50.0	50.0	\$ 125.00	\$ 6,250.00	\$ 6,250.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	600.0	775.0	\$ 3.50	\$ 2,100.00	\$ 2,712.50
3	Seal Coating (FA-2 Class A)	SY	68191.0	68191.0	\$ 1.00	\$ 68,191.00	\$ 68,191.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	23184.0	21139.0	\$ 1.00	\$ 23,184.00	\$ 21,139.00
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
6	Crosswalk Marking Paint White Latex	SF	120.0	120.0	\$ 3.00	\$ 360.00	\$ 360.00
7	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Alternate B Total						\$ 102,385.00	\$ 100,952.50

Item No.	Bid Alternate D	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	10.0	10.0	\$ 125.00	\$ 1,250.00	\$ 1,250.00
2	Seal Coating (FA-2 Class A)	SY	13675.0	13675.0	\$ 1.00	\$ 13,675.00	\$ 13,675.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	4649.0	4240.0	\$ 1.00	\$ 4,649.00	\$ 4,240.00
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 800.00	\$ 800.00	\$ 800.00
5	Crosswalk Marking Paint White Latex	SF	90.0	72.0	\$ 3.00	\$ 270.00	\$ 216.00
6	Traffic Control	LS	1.0	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Alternate D Total						\$ 22,144.00	\$ 21,681.00

Item No.	Bid Alternate F	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Lot Sweeping	Hours	2.0	2.0	\$ 125.00	\$ 250.00	\$ 250.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	70.0	91.0	\$ 3.50	\$ 245.00	\$ 318.50
3	Seal Coating (FA-2 Class A)	SY	546.0	546.0	\$ 1.50	\$ 819.00	\$ 819.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	164.0	169.0	\$ 1.00	\$ 164.00	\$ 169.00
Alternate F Total						\$ 1,478.00	\$ 1,556.50

Subtotal (Alternates A,B,D,F): \$ 160,613.00 \$ 158,115.00

Total Base Bid + Alternates A,B,D,F: \$ 444,732.60 \$ 439,248.50

Original Contract Amount: \$ 444,732.60

Current Contract Amount: \$ 444,732.60

Contract Work Completed to Date: \$ 439,248.50

Retainage (5%): \$ 21,962.43

Previous Payment: \$ -

Amount due this Payment #1: \$ 417,286.07

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Establishing Utility Rates for 2018

Meeting Date: December 11, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider three separate resolutions establishing water, sanitary sewer and storm water rates for 2018.

SUMMARY

The proposed rate increase for water follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the water rate be increased by 2.0 percent.

The proposed rate increase for sanitary sewer follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the sanitary sewer rate be increased by 3.5 percent.

As presented in the attached September 7, 2017 memo, I recommend that the storm water utility rates be increased by 45 percent. There has been no rate increase since the inception of the storm water utility in 2012. This rate increase moves toward the goal of having the City's storm water-related costs covered by user fees instead of property taxes.

I recommend passage of the three resolutions establishing utility rates for 2018, with water rates increasing by 2.0 percent, sanitary sewer rates increasing by 3.5 percent, and storm water rates increasing by 45.0 percent.

SDT/kf

Attachment: Resolutions
 Memo

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

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2018

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2018 for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less.....	\$22.64 per quarter
6,001 – 20,000 gallons.....	\$2.63 per 1,000
20,001 – 40,000 gallons.....	\$3.03 per 1,000
40,001 and more gallons.....	\$3.26 per 1,000

The minimum charge per quarter shall be \$22.64

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$7.55 per unit/month
2,001 – 7,000 gallons	\$2.63 per 1,000
7,001 – 13,000 gallons	\$3.03 per 1,000
13,001 and more gallons	\$3.26 per 1,000

The minimum charge per unit per month shall be \$7.55

Commercial/Institutional/Industrial

The first 2,000 gallons or less.....	\$7.55 per month
2,001 – 7,000 gallons.....	\$2.63 per 1,000
7,001 – 13,000 gallons.....	\$3.03 per 1,000
13,001 and more gallons.....	\$3.26 per 1,000

The minimum charge per month shall be \$7.55

Special Senior Rates

0 – 6,000 gallons per quarter.....	\$11.10 per quarter
6,001 and more gallons.....	Same as applicable rate above

Adopted this 11th day of December 2017 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2018

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates outside the Northwest Area, commencing January 1, 2018, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$33.97 per quarter
All over 6,000 gallons	\$4.28 per 1,000 gallons

The minimum charge per quarter shall be \$33.97

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$11.30 per unit/per month
All over 2,000 gallons	\$4.28 per 1,000 gallons

The minimum charge per unit per month shall be \$11.30

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$11.30 per month
All over 2,000 gallons	\$4.28 per 1,000 gallons

The minimum charge per month shall be \$11.30

Sewer utility usage rates inside the Northwest Area, commencing January 1, 2018, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$45.97 per quarter
All over 6,000 gallons	\$6.28 per 1,000 gallons

The minimum charge per quarter shall be \$44.82

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$15.30 per unit/per month
All over 2,000 gallons	\$6.28 per 1,000 gallons

The minimum charge per unit per month shall be \$14.92

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$15.30 per month
All over 2,000 gallons	\$6.28 per 1,000 gallons

The minimum charge per month shall be \$15.30

Adopted this 11th day of December 2017 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

**RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2018
RESOLUTION NO. _____**

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: Monthly storm water utility rates, commencing January 1, 2018 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural (Base Fee)	Urban (Base + Surcharge)	NWA Developed (Base + Surcharge)
			Monthly	Monthly	Monthly
Single-Family Residential	R-1A	L	\$ 1.33	\$ 3.89	\$ 11.64
	R-1B	L	0.86	2.49	7.48
	R-1C	L	0.73	1.84	5.54
	Estate (5 ac cap)	A	0.96	2.77	8.29
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	2.10	6.09	18.28
	R-3 (6+ units/ac)	A	2.49	7.21	21.62
	R-4 (Manufactured Home)	A	2.87	8.31	24.94
Other	Agricultural/Open Space (10 ac cap)	A	0.58 ⁽¹⁾	1.67	0.58
	Business District	A	4.21	12.18	36.58
	General Business	A	5.55	16.07	48.21
	Shopping Center	A	4.79	13.85	41.57
	Industrial	A	4.02	11.63	34.92
Public/ Institutional	Schools/Churches/Other	A	2.49	7.21	21.62
	Golf Courses/Cemeteries/Parks	A	0.58 ⁽¹⁾	1.67	4.99
	City Facilities	A	4.21	12.18	36.58

⁽¹⁾The minimum annual fee per parcel is \$8.70.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 11th day of December 2017 by the City Council of Inver Grove Heights, Minnesota

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council
Joe Lynch, City Administrator

FROM: Scott D. Thureen, Public Works Director

DATE: September 7, 2017

SUBJECT: Proposed Storm Water Utility Fee Increase

To move closer to the goal of funding all of the City's current costs related to storm water management from the storm water utility (SWU), the 2018 budget proposal is requesting that the SWU fees be increased by 45 percent (projected 2017 fee revenue = \$366,867 + \$20,500 pass-through to Eagan and South St. Paul; requested 2018 fee revenue = \$488,400 + \$21,900 pass-through to Eagan and South St. Paul).

The fee increase will provide funding for the following items:

- \$39,100 for one-half a shared maintenance position between Street Maintenance and Park Maintenance. This position's primary area of focus in Street Maintenance would be storm water system maintenance.
- \$13,800 for power costs to operate the College Trail storm water lift station. This is currently included in the Street Maintenance budget.
- \$61,300 for one-half our annual street sweeping budget. This is currently funded in the Street Maintenance budget.

The balance of the additional funding would be used for catch basin, pipe and culvert repair and maintenance that is currently funded in the Street Maintenance budget. A table showing the existing and proposed SWU rates is attached.

The proposed increase would raise the monthly fee for a typical urban lot (R-1C) in the South Grove neighborhood by \$0.57. The proposed increase would result in a maximum monthly increase for an Estate residential property in the rural area (fee calculation is capped at 5 acres) of \$1.50. Agricultural/Open Space parcels in the rural area (fee calculation is capped at 10 acres) would see a maximum monthly increase if \$1.80. General Business property in the urban area would see a monthly increase of \$4.99 per acre.

Multi-family residential, commercial/industrial and public/institutional properties are eligible for a fee reduction of up to 75 percent of the surcharge portion of their fee if they have appropriately designed storm water management facilities that they maintain.

SDT/kf

Attachment: Fee Comparison Table

2017 AND PROPOSED 2018 STORM WATER UTILITY FEES

Storm Water Utility Group		REF	Per Lot (L) or Acre (A)	Rural (Base Fee)		Urban (Base + Surcharge)		NWA Developed (Base + Surcharge)	
				2017 Monthly	2018 Monthly	2017 Monthly	2018 Monthly	2017 Monthly	2018 Monthly
Single-Family Residential	R-1A	0.7	L	\$ 0.92	\$ 1.33	\$ 2.68	\$ 3.89	\$ 8.03	\$ 11.64
	R-1B	0.9	L	0.59	0.86	1.72	2.49	5.16	7.48
	R-1C	1.0	L	0.50	0.73	1.27	1.84	3.82	5.54
	Estate (5 ac cap)	0.5	A	0.66	0.96	1.91	2.77	5.72	8.29
Multiple-Family Residential ⁽¹⁾	R-2 (Duplex/Twinhomes)	1.1	A	1.45	2.10	4.20	6.09	12.61	18.28
	R-3 (6+ units/ac)	1.3	A	1.72	2.49	4.97	7.21	14.91	21.62
	R-4 (Manufactured Home)	1.5	A	1.98	2.87	5.73	8.31	17.20	24.94
Other	Agricultural/Open Space (10 ac cap)	0.3	A	0.40	0.58	1.15	1.67	0.40	0.58
	Business District	2.2	A	2.90	4.21	8.40	12.18	25.23	36.58
	General Business	2.9	A	3.83	5.55	11.08	16.07	33.25	48.21
	Shopping Center	2.5	A	3.30	4.79	9.55	13.85	28.67	41.57
	Industrial	2.1	A	2.77	4.02	8.02	11.63	24.08	34.92
Public/Institutional	Schools/Churches/Other	1.3	A	1.72	2.49	4.97	7.21	14.91	21.62
	Golf Courses/Cemeteries/Parks	0.3	A	0.40	0.58	1.15	1.67	3.44	4.99
	City Facilities	2.2	A	2.90	4.21	8.40	12.18	25.23	36.58

⁽¹⁾ For multiple family housing developments with a homeowners association (HOA), the fee will be changed one of three ways at the desire of the HOA. 1) The total fee for all parcels in the HOA, including common areas, will be divided equally among all tax parcels with living units. 2) The total fee will be billed to the HOA. 3) The common area parcel fee will be billed to the HOA and the individual living unit parcel fee billed to the owner of said tax parcel.

⁽²⁾ The minimum annual fee per parcel is \$8.70.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Establishing and Separating City Project No. 2017-21 - VMCC/Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction

Meeting Date: December 11, 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 |

PURPOSE/ACTION REQUESTED

Consider resolution establishing and separating City Project No. 2017-21 - VMCC/Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

SUMMARY

Council approved plans and specifications, authorized advertisement for bids for City Project No. 2015-09D – Broderick Boulevard Street Reconstruction on November 13, 2017. The final plans and specifications have been prepared by Kimley-Horn & Associates. The bid opening is scheduled for December 21st in order for Council to receive bids and call for an assessment hearing on January 8, 2018.

The Parks and Recreation Division has contract with Kimley-Horn & Associates to prepare plans and specifications related to City Project No. 2017-21 – VMCC/Golf Course Parking Lots. City Project No. 2017-21 will be bid as an alternate with City Project No. 2015-09D. City Project No. 2017-21 will be funded from the Pavement Management Fund.

Staff recommends that Council approve the resolution establishing and separating City Project No. 2017-21 – VMCC Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

SDT/kf

Attachment: Resolution

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

**CONSIDER RESOLUTION ESTABLISHING AND SEPARATING CITY PROJECT NO. 2017-21 - VMCC/GOLF COURSE PARKING LOTS FROM CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, City Project No. 2015-09D – Broderick Boulevard Street Reconstruction was ordered, by City Council on September 25, 2017; and

WHEREAS, Council approved plans and specifications, authorized advertisement for bids for City Project No. 2015-09D – Broderick Boulevard Street Reconstruction on November 13, 2017; and

WHEREAS, City Project No. 2017-21 – VMCC/Golf Course Parking Lots will be bid as an alternate with City Project No. 2015-09D – Broderick Boulevard Street Reconstruction; and

WHEREAS, City Project No. 2017-21 – VMCC/Golf Course Parking Lots will be funded with Pavement Management Funds.

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

1. City Project No.; 2017-21 – VMCC Golf Course Parking Lots is hereby established and separate from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.
2. City Project No. 2017-21 will be bid as an alternate with City Project No. 2015-09D.
3. City Project No. 2017-21 will be funded separately from City Project No. 2015-09D with Pavement Management Funds.

Adopted by the City Council of Inver Grove Heights this December 11, 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk

**LE VANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
°STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
°DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
°ALSO ADMITTED IN NORTH DAKOTA
°ALSO ADMITTED IN MASSACHUSETTS
°ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: December 5, 2017
**RE: Adoption of Standard Small Wireless Collocation Agreement –
December 11, 2017 City Council Meeting**

Section 1. Background. The Minnesota Legislature passed legislation earlier this year that recognizes wireless service providers as “telecommunications right of way users” and requires cities to permit them to install small wireless facilities in the public rights-of-way. Moreover, it requires cities to allow installation of small wireless facilities on City-owned small wireless structures in the public rights-of-way. With respect to this collocation, the legislation also places caps on fees that cities may charge the wireless service providers and requires that cities either include the terms of collocation either in their ordinances or adopt a standard collocation agreement that complies with the legislation for use with the wireless service providers. To that end, the League of Minnesota Cities has prepared a Standard Small Wireless Communications Collocation Agreement (the “Collocation Agreement”) that incorporates the requirements of the new legislation.

Given the ever evolving nature of telecommunications, Staff recommends that the City Council adopt the Collocation Agreement rather than putting the terms of that collocation into City Code. The advantage is the flexibility and ease of changing the Collocation Agreement as needed over time.

Section 2. Council Action. The Council is asked to consider the attached Collocation Agreement. The Collocation Agreement has been prepared by the League of Minnesota Cities and provided to member cities as the model to be used to ensure compliance with the new telecommunications right of way user legislation that now recognizes wireless service providers as “telecommunications right of way users” and requires cities to allow small wireless facilities to be collocated on city-owned small wireless structures in the public rights-of-way. City staff recommends that the Collocation Agreement be adopted at the December 11, 2017 City Council

meeting and authorize its use with wireless service providers seeking collocation of small wireless facilities on City-owned wireless support structures in the public rights-of-way.

Attachment

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

RESOLUTION NO. 17-__

**RESOLUTION ADOPTING
STANDARD SMALL WIRELESS FACILITIES COLLOCATION AGREEMENT**

WHEREAS, the Minnesota Legislature has recently amended Minnesota Statutes Chapter 237 to include wireless service providers within the definition of “telecommunications right-of-way user” and, as such, permit such wireless service providers to place their small wireless facilities in the public rights-of way;

WHEREAS, the recent legislative amendments requires municipalities, including the City of Inver Grove Heights (the “City”), to permit wireless service providers to install, mount, maintain, modify, operate or replace their small wireless facilities on City-owned wireless support structures in the public rights-of-way, as well as requires that the standards for such collocation be set forth in either the City Code of or be provided to wireless service providers in the form of a standard collocation agreement;

WHEREAS, the City has determined that the use of a standard collocation agreement rather amendment of the City Code is the preferred method of memorializing the terms and conditions that will govern the wireless service provider’s installation of small wireless facilities on City-owned wireless support structures in the public rights-of-way;

WHEREAS, the League of Minnesota Cities has prepared a model Standard Small Wireless Facility Collocation Agreement (the “Collocation Agreement”), which incorporates the new statutory provisions that govern placement of small wireless facilities in the public rights-of-way and terms that the City may impose upon the wireless service providers for collocation pursuant to the new legislation for use by its members, including the City;

WHEREAS, the City hereby adopts the Collocation Agreement and authorizes its use; and

WHEREAS, the City directs its staff to provide to any wireless service provider who seeks to collocate small wireless facilities on a City-owned wireless support structure a copy of the Collocation Agreement;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Inver Grove Heights does hereby:

1. Adopts the Standard Small Wireless Facility Collocation Agreement attached hereto as Exhibit A and authorizes its use for collocation of small wireless facilities on wireless support structures it owns in the public rights-of-way.
2. The City Council directs City staff to provide the Standard Small Wireless Facility Collocation Agreement attached hereto as Exhibit A to any wireless

service provider that requests collocation on City owned wireless support structures.

Passed and duly adopted by the City Council of Inver Grove Heights this ____ day of December, 2017.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Small Wireless Facility Collocation Agreement, LMC Model Contract

League models are thoughtfully developed by our staff for a city's consideration. Models should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney. Helpful background information on this model may be found in the League Information Memo Cell Towers, Small Cell Technology and Distributed Antenna Systems.



This icon marks places where the city must customize the model. They offer additional provisions, optional language, or comments for your consideration. The icon, and language you do not wish to include, should be deleted from this model before use. Make other changes, as needed, to customize the model for your city.

City of _____, Minnesota Small Wireless Facility Collocation Agreement

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this _____ day of _____, 20_____, between the City of _____, a Minnesota local government unit, with its principal offices located at _____ in _____, Minnesota 5_____, ("Lessor") and _____, with its principal offices located at _____ in _____, _____ ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to manage and control access to and use of public rights-of-way within city limits; and

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota Statutes, Sections 237.162-.163 and Lessor's municipal code of ordinances (the "Code"); and

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities (as hereinafter defined). "Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned privately or by a local government unit; and

WHEREAS, a "Small Wireless Facility" means: (1) a wireless facility, as defined by Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume; or (2) a micro wireless facility as defined by Minnesota Statutes, Section 237.162, subd. 14; and

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that are designed to support or determined by Lessor as capable of supporting a Small Wireless Facility ("Wireless Support Structure"), which are located within the geographic area of a license held by Lessee to provide wireless services; and

WHEREAS, Lessor has elected to set forth the terms and conditions of collocation on its Wireless Support Structures, and Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures. The fees imposed by Lessor are (1) based on the actual costs incurred by Lessor in managing the public rights-of-way; (2) based on an allocation among all users of the public rights-of-way, including Lessor, which shall reflect the proportionate costs imposed Lessor by each of the various types of uses of the public rights-of-way; (3) imposed on a competitively neutral basis; and (4) imposed in a manner so that above ground uses of public rights-of-way do not bear costs incurred by the local government unit to regulate underground uses of public rights-of-way; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other eligible and qualified entities to collocate Small Wireless Facilities in Lessor's rights-of-way.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way (Lessor's Wireless Support Structure, personal property, public right-of-way and surrounding real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") on the Property, and space on the Wireless

Support Structure sufficient for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, and fiber sources located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on the Property, Lessor agrees to grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber on, through, over, and under other properties owned or controlled by Lessor necessary for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.

2. PLANS AND DRAWINGS. Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights-of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use, proposed replacement of existing Wireless Support Structures, any additional Wireless Support Structures which may be required and any new installations for transmission conduit, pull boxes, and related appurtenances. The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study carried out by a qualified structural engineer showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

4. USE OF PUBLIC RIGHTS-OF-WAY.

A. Lessor hereby grants to Lessee the right to use the municipal public right-of-way for the installation, maintenance and operation of Lessee's communications equipment in and on the Wireless Support Structure located within the public right-of-way.

B. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have

been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

C. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow Lessee to perform all work on Lessee's communications equipment within the public rights-of-way, and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Lessee's communications equipment. Following completion of work in the public rights-of-way, Lessee shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established in the applicable Supplement. No street, alley, highway, or public place shall be encumbered for a longer period than shall be reasonably necessary to execute the work authorized by the applicable Supplement and this Agreement.

D. Any damages to Lessor's Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee's installation or operations shall be repaired or replaced at Lessee's sole cost and to Lessor's reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way ("Reconditioning Work"), Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a manner that minimizes interference with Lessee's approved use of the Premises.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days' prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section.

C. During Lessor's Reconditioning Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility, or if the Parties cannot agree on a temporary location, the Lessee, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to Lessor.

D. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessee shall be responsible for all reasonable incremental cost related to the modification.

E. If Lessor intends to replace a Wireless Support Structure ("Replacement Work"), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment. During Lessor's Replacement Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility or if the Parties cannot agree on a temporary location, the Lessee, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to Lessor.

F. If Lessor intends to repair a Wireless Support Structure due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee by telephone prior to removing Lessee's Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment. During Lessor's Repair Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility, or if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, Lessee, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days' written notice to Lessor. However, at Lessee's sole option, within thirty (30) days after the casualty damage, Lessor must provide Lessee with a replacement Supplement to lease space at a new location upon which the Parties mutually agree. The monthly rental payable under the new replacement Supplement will not be greater than the monthly rental payable under the terminated Supplement.

G. If Lessee's installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the "Replacement Wireless Support Structure") then, any such Replacement Wireless Support Structure, shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Upon completion of Lessee's installation, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure, unless such costs are due to the improper or negligent installation by Lessee or contractor hired by Lessee. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee's installation, Lessee shall remove, dispose, salvage and or discard the existing structure at Lessee's sole discretion.

6. TERM; RENTAL.



Pursuant to Minnesota Statutes, Section 237.163, subd. 6(g), a city may elect to charge each Small Wireless Facility attached to a Wireless Support Structure owned by the city a fee "up to" the amounts listed below. Most cities will likely charge the maximum amount.

Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), at which time rental payments shall commence and be due at a total annual rental of \$175.00 (the "Annual Rental"), representing \$150.00 per year for rent to occupy space on a Wireless Support Structure and \$25.00 per year for maintenance associated with the space occupied on a wireless support structure. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be set forth in the Supplement and shall be paid in advance annually on each anniversary of the Effective Date, in advance, to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor.

7. ELECTRICAL.



Pursuant to Minnesota Statutes, Section 237.163, subd. 6(g), a city may elect to charge each Small Wireless Facility attached to a Wireless Support Structure owned by the city an electricity use fee "up to" the amounts listed below. Most cities will likely charge the maximum amount.

Lessor shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an monthly fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be added to the annual rent due under each Supplement at the rate of:

- A. \$73.00 per radio node less than or equal to 100 max watts;
- B. \$182.00 per radio node over 100 max watts; or
- C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B).

The amount of any such annual fee shall be set forth in each Supplement.

Lessee shall be permitted at any time during the Term of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep Lessee's communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep Lessee's communications facility operational, and related appurtenances to the Premises.

Alternatively, Lessee may purchase electricity directly from a utility provider.

8. ENGINEERING COSTS. The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163, Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively

neutral charge. Lessee shall pay such reasonable costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. USE. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. Lessee shall have the right, without any increase in rent, to replace or repair its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Any additions or material modifications shall require Lessor's approval and may be subject to an increase in rent if allowed by law.

10. GOVERNMENTAL APPROVALS; PERMITS. It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

11. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Lessee's negligence, misconduct, or Lessee's failure to perform its obligations under this Agreement. Lessee's indemnification obligation shall apply to Lessee's contractors, subcontractors, or anyone directly or indirectly employed or hired by Lessee, or anyone for whose acts Lessee may be liable. Lessor will provide Lessee with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of Lessor to provide any such notice, or to provide it promptly, shall not relieve Lessee from its indemnification obligations in respect of such claim, except to the extent Lessee can establish actual prejudice and direct damages as a result thereof. Lessor will cooperate with Lessee in connection with Lessee's defense of such claim. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and

without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. The indemnity obligation shall survive the completion or termination of this Agreement.

12. INSURANCE.



The insurance requirements below are suggested minimum amounts. A city may modify these requirements.

A. **Waiver of Subrogation.** To the extent allowed by law, Lessee hereby waives and release any and all rights of action for negligence against Lessor which may hereafter arise on account of damage to Lessee's property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Lessee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer's right of subrogation against Lessor.

B. **General Liability.** Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence; \$4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Lessee shall add the Lessor as an additional insured.

C. **Automobile Liability.** Lessee shall maintain commercial automobile liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

D. **Workers' Compensation.** Lessee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Lessor shall also carry employers' liability insurance with minimum limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.

E. **Additional Insurance Conditions.**

(i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.

(ii) Lessee's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.

(iii) Lessee's policies and certificate of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to Lessor, or ten (10) days' written notice for non-payment of premium.

13. LIMITATION OF LIABILITY. Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE. Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee's intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by lessor. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. If Lessee determines, in its reasonable discretion, that Lessor's equipment or any other user's equipment permitted by Lessor is causing interference, Lessor shall, upon written communication from Lessee to Lessor take all reasonable steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, Lessor shall, or shall require any other user to, reduce power and/or cease operations until such time as Lessor, or the other user, can make repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL. Lessee shall, within sixty (60) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of it facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same

at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. RIGHTS UPON SALE. If, at any time during the Term of any Supplement, Lessor decides: (i) to sell or transfer all or any part of the Property or the Wireless Support Structure thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize Lessee's rights hereunder and under the terms of the affected Supplement(s). If Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement in which the third party agrees in writing to assume all obligations of Lessor under the Supplement, then Lessor shall not be released from its obligations to Lessee under the Supplement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Supplement.

17. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. Lessor further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by Lessee as provided in this Agreement and in the applicable Supplement(s).

18. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

19. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the

addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

Lessor: City of _____
Attention: _____
_____, Minnesota 5 _____

Lessee: _____

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor, and if the failure to perform that obligation interferes with Lessee's ability to conduct its business in the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement

21. DISPUTE RESOLUTION. Subject to the provisions of Paragraph 20, the Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the _____ County District Court Administrator and select a mediator by

alternately striking names until one remains. Lessor shall strike the first name followed by Lessee, and shall continue in that order until one name remains.

B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal or equitable remedy.

22. CASUALTY. In the event of damage by fire or other casualty to the Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days' prior written notice to Lessor. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired.

23. APPLICABLE LAWS. Laws means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor's city Code. Lessee and Lessor shall comply with all applicable Laws. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee's equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially altered, preempted, or superseded by changes in Laws, the parties agree to amend the Agreement and/or Supplement to reflect the change in Laws.

24. GOVERNMENT DATA. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

25. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. Nondiscrimination. In the hiring of employees or contractors to perform work under this Agreement, Lessee shall not discriminate against any person by reason of any characteristic or classification protected by State or Federal law.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in _____ County, Minnesota.

H. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

J. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and delivers any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

K. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of _____

By: _____

Name: _____
Its: Mayor

Date: _____

By: _____

Name: _____
Its: City Clerk

Date: _____

Lessee:

By: _____

Name: _____
Its: _____

Date: _____

EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT

This Collocation Agreement Supplement ("Supplement"), is made this _____ day of _____, 20____ between the City of _____, a Minnesota local government unit, with its principal offices located at _____ in _____, Minnesota 5_____, ("Lessor" and _____, with its principal offices located _____ in _____, _____, ("Lessee").

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of _____ and _____, dated _____, 20____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at _____, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.



Insert the site address in the blank.

3. TERM. The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be \$175.00 per year, payable to the City of _____ at _____ as set forth in the Agreement



Insert the city address in the second blank.

If Lessor is providing electricity pursuant to Paragraph 7 of the Agreement, an annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS.



In this section include any site-specific terms, including whether Lessee will be installing a Replacement Wireless Support Structure.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of _____

By: _____

Name: _____
Its: Mayor

Date: _____

By: _____

Name: _____
Its: City Clerk

Date: _____

Lessee:

By: _____

Name: _____
Its: _____

Date: _____

EXHIBIT 1
Site Plan of Property

EXHIBIT 2

Equipment Space (if any), Antenna Space and Cabling Space

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

Meeting Date: December 11, 2017

Item Type: Consent

Contact: Scott D. Thureen, 651-450-2571

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

Reviewed by: Scott D. Thureen, Public Works Director

SST

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: City Funds TBD, Arbor Pointe Contribution

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SUMMARY

In 2016, the property manager of Arbor Pointe Master Association (APMA) approached the City concerning the replacement of the shared street light system that is reaching its 25 year life cycle (ranging 22-24 years old). On August 22, 2017, APMA submitted a letter to the City requesting a joint street light replacement project, updating the system to new LED lights.

The existing system is a shared system of 63 high pressure sodium street lights consisting of 150 watt and 250 watt shoebox style fixtures on painted steel poles. APMA has identified poles that are corroding and in need of replacement and the City has had maintenance issues with the existing wiring which is direct buried with no conduit. The lights are staggered along Broderick Boulevard, Brooks Boulevard, Cahill Avenue, and Concord Boulevard within the Arbor Pointe PUD. The City is responsible for 30 lights and APMA is responsible for 33 lights with ownership inconsistently staggered.

City staff is recommending the proposed luminaires be all 250 watt equivalent 110-165W LED to better meet the desired level of lighting for the area. The wiring for the new lighting system would be placed in conduit minimizing future maintenance costs. The pole types offered are 30-foot-high direct bury fiber glass or base mounted aluminum.

Xcel Energy has offered two different payment options: (1) The Standard Service Underground Rate option with less up-front costs and higher monthly operation and maintenance (O & M) charges, and (2) the pre-pay option with higher initial up-front costs and lower monthly O & M charges.

Below is a cost summary of the pole and payment options for the City's 30 lights:

Option	Payment	Initial Cost	25-Year O & M	Total Estimated 25-Year Cost
1A	Standard	\$171,087	\$196,830	\$367,917
1B	Standard	\$190,121	\$196,830	\$386,951
2A	Pre-pay	\$313,234	\$56,430	\$369,664
2B	Pre-pay	\$401,894	\$56,430	\$458,324

A = Direct-bury Fiberglass Poles

B = Base-mounted Aluminum Poles

The Arbor Pointe property manager has reviewed the cost options with the APMA Board and provided their preference for Option 1A (standard service underground option with direct-bury fiberglass poles), but would also accept option 1B if the City preferred base mounted aluminum poles. See Table 1 of the Feasibility Report for APMA estimated costs for funding their portion of the 33 lights.

The resolution receiving the feasibility report provides authorization from Council to:

- Proceed with APMA negotiations on a proposed shared lights street system
- Authorize City Attorney and staff to prepare an amendment to the Arbor Pointe Master Agreement
- Bring the final shared street light project before Council to set and hold a public hearing
- Identify a schedule and City funding source for the project

I recommend passage of the resolution receiving the feasibility report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SDT/kf

Attachment: Feasibility Study

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

**RESOLUTION RECEIVING RECEIVING FEASIBILITY REPORT FOR CITY PROJECT NO. 2018-04 –
ARBOR POINTE PUD SHARED STREET LIGHT SYSTEM IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on August 22, 2017, the City received a letter from the Arbor Pointe Master Association (APMA) manager requesting a joint street light replacement project to update the existing system to new LED lights; and

WHEREAS, the City of Inver Grove Heights and the APMA jointly own 63 street lights staggered within the public right-of-way along Broderick Boulevard, Brooks Boulevard, Cahill Avenue, and Concord Boulevard within the Arbor Pointe PUD; and

WHEREAS, the City is responsible for 30 lights and APMA is responsible for 33 lights; and

WHEREAS, the existing lights system is reaching its 25-year life cycle (ranging 22-24 years old) and there has been maintenance and corrosion issues observed; and

WHEREAS, a feasibility report has been prepared by staff utilizing Xcel's cost estimate for street light system improvement options.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights hereby:

1. Authorizes staff to proceed with APMA negotiations on a proposed shared light street system.
2. Authorizes City Attorney and staff to prepare an amendment to the Arbor Pointe Master Agreement.
3. Bring the final shared street light project before Council to set and hold a public hearing.
4. Identify a schedule and City funding source for the project.

Adopted by the City Council of the City of Inver Grove Heights this 11th day of December 2017

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

FEASIBILITY REPORT

2018 Improvement Program Inver Grove Heights, Minnesota

Arbor Pointe PUD Shared Light System Improvement

LOCATION:	The City of Inver Grove Heights and Arbor Pointe Master Association (APMA) shared street light ownership exists on Broderick Boulevard from College Trail to Concord Boulevard, Cahill Avenue from College Trail to Old Concord Boulevard, Brooks Avenue from Broderick Boulevard to Cahill Avenue, and Concord Boulevard from Broderick Boulevard to Old Concord Boulevard (see Exhibit 1).
IMPROVEMENTS:	Removal of existing HPS street light system (150W/250W) and installation of new 110-165W LED (250W HPS equivalent) street light system, restoration, and appurtenances.
INITIATION:	This project was initiated in response to a request from the APMA manager dated August 22, 2017 (Exhibit 2).
OWNERS ABUTTING:	N/A
ISSUES:	The City and the Arbor Pointe Master Association (APMA) share responsibility for the street lighting system along Broderick Boulevard, Brooks Boulevard, Cahill Avenue and Concord Boulevard within the Arbor Pointe PUD boundary (see attached map). That system of 63 street lights varies in age from 22 to 24 years. The street lights have 150 watt or 250 watt shoebox-style fixtures on painted steel poles. When the system was originally installed, the underground wiring was direct-buried with no conduit. The City has had many issues with the wiring system over the years.

Last year, the property manager for the APMA approached the City with a request to consider replacement of the system. Nine of the 33 poles the APMA is responsible for were corroding and they desired to replace them. In addition, they wanted to convert the luminaires from high pressure sodium to LED. The conversion could not happen unless the City would agree to convert the 30 lights in the system that it is responsible for, because the lights for the APMA and the City share meters.

At that time, there was also ongoing discussion concerning LED lighting and concerns over possible negative effects on people living near the lights. Since then, manufacturers have made changes to the products to address the concerns. In addition, Xcel Energy initiated a program to convert the street lights in its system to LED. All of the street lights with cobra head or shoe-box style fixtures were converted in Inver Grove Heights last year. We received only one complaint concerning the change.

City staff requested a cost estimate from Xcel for replacing the system. They provided four options. The options provide for different combinations of payment method and pole type. The two payment options are the Standard Service Underground Rate and the Pre-Pay Option. The former costs much less than the latter initially, but much more for monthly operations and maintenance (O & M) charges for the same type of pole (30-foot-high direct bury fiberglass or aluminum). Over a 25-year period (assuming the current monthly O & M rate), the Standard Service Underground Rate with direct-bury fiberglass poles would be the least costly.

The APMA Board has indicated their preference for option 1A: the standard service underground option with direct buried fiberglass poles. However, they would also accept option 1B if the City prefers the aluminum poles.

ISSUES (CONT.): There is a potential for some cost savings with the replacement of the street lights along Broderick Boulevard if the street light system project is ordered and the necessary contract and agreement finalized prior to the scheduled consideration of contract award for the Broderick Boulevard reconstruction in March 2018.

RIGHT-OF-WAY: The existing right-of-way is adequate for construction of the proposed improvements.

EASEMENTS: N/A

FEASIBILITY: The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served. If this project is ordered the City will need to enter into agreements with APMA and Xcel Energy to complete street lighting system improvements.

SCHEDULE: Council Receives Feasibility Report.....December 11, 2017

If the Council desires to proceed with a project, staff recommends Council setting and holding a public hearing at a future date to be determined. Staff would work with Xcel, the APMA and the City Attorney to prepare a project contract and an amended master agreement for Arbor Pointe.

FINANCING:

TABLE 1 – LIGHTING REPLACEMENT OPTIONS

Installation Payment Option ⁽¹⁾	Estimated Initial Cost For New Lights	Estimated Cost to Remove Existing System	Restoration Cost	Estimated Total Project Cost	Current Monthly O & M Rate Per Luminaire ⁽²⁾	Estimated 25-Year O & M Cost	Total Estimated 25-Year Cost
1A	\$263,662	\$64,122	\$31,500	\$359,244	\$21.87	\$413,343	\$772,627
City Portion	\$125,553	\$30,534	\$15,000	\$171,087		\$196,830	\$367,917
APMA Portion	\$138,109	\$33,588	\$16,500	\$188,197		\$216,513	\$404,710
1B	\$303,632	\$64,122	\$31,500	\$399,254	\$21.87	\$413,343	\$812,597
City Portion	\$144,587	\$30,534	\$15,000	\$190,121		\$196,830	\$386,951
APMA Portion	\$159,045	\$33,588	\$16,500	\$209,133		\$216,513	\$425,646
2A	\$562,169	\$64,122	\$31,500	\$657,791	\$6.27	\$118,503	\$776,294
City Portion	\$267,700	\$30,534	\$15,000	\$313,234		\$56,430	\$369,664
APMA Portion	\$294,469	\$33,588	\$16,500	\$344,557		\$62,073	\$406,630
2B	\$748,356	\$64,122	\$31,500	\$843,978	\$6.27	\$118,503	\$962,481
City Portion	\$356,360	\$30,534	\$15,000	\$401,894		\$56,430	\$458,324
APMA Portion	\$391,996	\$33,588	\$16,500	\$442,084		\$62,073	\$504,157

⁽¹⁾ 1 = Standard Service Underground O&M Rate for 250W equivalent 110-165W LED

2 = Pre-Pay Option

A = Direct-bury Fiberglass Poles

B = Base-mounted Aluminum Poles

(2) The current system uses two different wattage luminaires (150 watt and 250 watt). The Xcel estimate assumes LED replacements for 150 watt luminaires. The only cost difference between 150W/250W is the monthly O&M rate of \$18.92/\$21.87, respectively. Staff recommends 250 watt replacements because the majority of the lights are on City collector streets or on County Road 56 (Concord Boulevard) and would better meet the desired level of lighting.

The City's share of the estimated initial cost for 30 lights would range from:

1A: $\$125,553 + \$30,534 + \$15,000 = \$171,087$

1B: $\$144,587 + \$30,534 + \$15,000 = \$190,121$

2A: $\$267,700 + \$30,534 + \$15,000 = \$313,234$

2B: $\$356,360 + \$30,534 + \$15,000 = \$401,894$

The City's estimated annual O & M cost (at current rates) would be either:

30 lights $(\$21.87/\text{light/month})(12 \text{ months}) = \$7,873.20$

30 lights $(\$6.27/\text{light/month})(12 \text{ months}) = \$2,257.20$

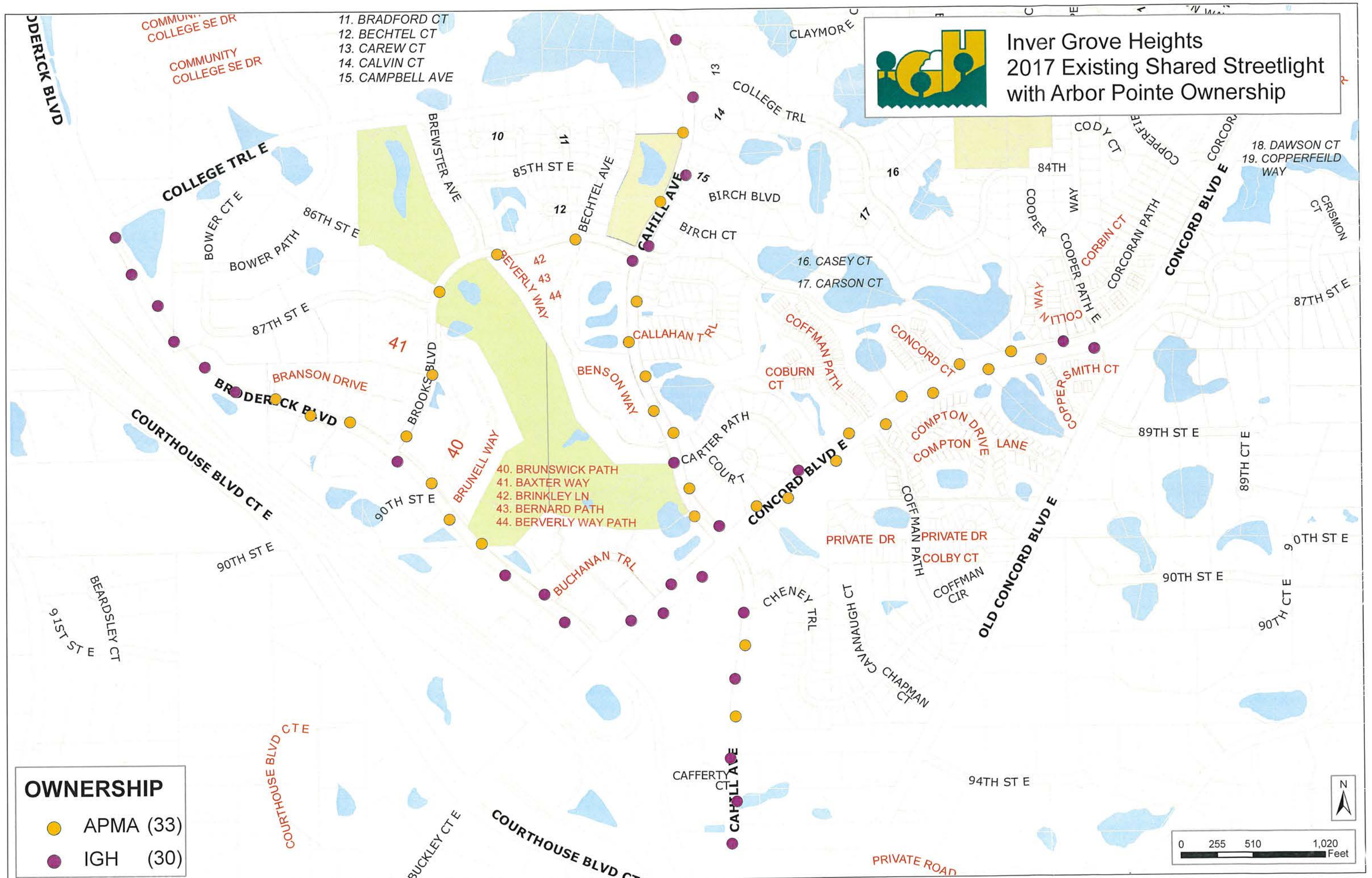
**PROJECT
FUNDING:**

A funding source for the City's portion of the street light system replacement would need to be determined prior to ordering the project.



Inver Grove Heights 2017 Existing Shared Streetlight with Arbor Pointe Ownership

- 11. BRADFORD CT
- 12. BECHTEL CT
- 13. CAREW CT
- 14. CALVIN CT
- 15. CAMPBELL AVE



OWNERSHIP

- APMA (33)
- IGH (30)





NEW CONCEPTS
MANAGEMENT

Your property is our priority

August 22, 2017

Mayor George Tourville
8415 Cooper Way E.
Inver Grove Heights, MN 55076

Council Member Kara Perry
4885 Bivens Ct.
Inver Grove Heights, MN 55077

Council Member Tom Bartholomew
8120 Claymore Ave.
Inver Grove Heights, MN 55076

Council Member Paul Hark
8119 Courthouse Blvd.
Inver Grove Heights, MN 55077

Council Member Rosemary Piekarski Krech
7525 Babcock Trail
Inver Grove Heights, MN 55076

Re.: Arbor Pointe Neighborhood Street Lights

Dear Mayor and Council Members,

I am the Association manager for the Arbor Pointe Master Association, which is comprised of 1075 households in the Arbor Pointe neighborhood in Inver Grove Heights. I am contacting you on behalf of the Master Board of Directors and Members to ask for the city's help in our continuing effort to preserve and enhance our neighborhood.

We are asking the City to partner with the Association in the replacement of street lighting. Approximately half of the 64 street lights in the Arbor Pointe neighborhood are owned by the Arbor Pointe Master Association and the other half are owned by the City. The Association's street lights have exceeded their expected lifespan and need to be replaced; in fact, three street lights will be removed this month because of severe corrosion. With Public Works Director Scott Thureen's assistance the Association has obtained and approved in principle a proposal from Xcel Energy to replace the Association's street lights. However, because the Association's and the City's street lights are interconnected Xcel's proposal is only valid if the Association's and the City's lights are replaced at the same time. In other words, it must be a joint project. Please note, the Association has the funds it needs to pay for the replacement of its own street lights; this is not a request for funding assistance.

Our understanding from Director Thureen is that this matter will be on the Council's agenda for consideration this fall. We look forward to participating in the City's decision-making process and will help in any way we can to ensure the Council has all the information needed to consider this request. The Arbor Pointe Board will hold its next meeting on the evening of September 20, 2017; any and all Council Members are invited to attend. Members of our Board would also be very willing to meet with the Council or City staff.

Sincerely,

Paul Roth
Executive Vice President
New Concepts Management Group, Inc.

6707 Excelsior Blvd.
St. Louis Park, MN 55416

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court)

Meeting Date: December 11, 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 Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court).

SUMMARY

The owners of 9175 Dalton Court are affected by 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, Mr. and Mrs. Carlson, will have to provide the required grading and erosion control plans. They also need to sign the three agreements (attached). An engineering escrow has been requested to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 Letter of Credit or cash surety prior to building permit issuance. The owner will also have to provide a \$1500 vegetation escrow for the stormwater feature that will infiltrate the first one-inch of rainfall. The owner will also need to provide an updated Certificate of Survey addressing the engineering comments before the building permit is issued.

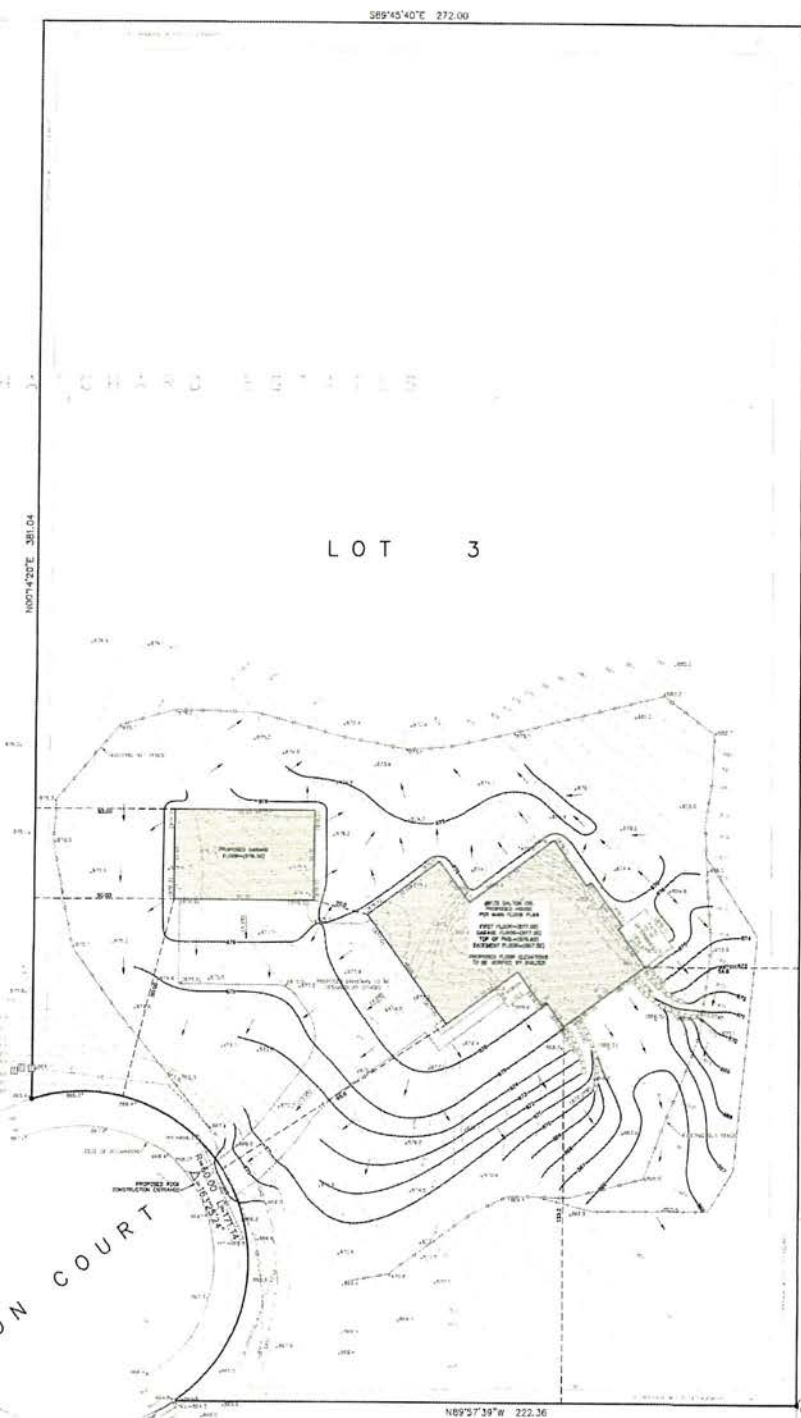
It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court).

TJK/kf

Attachments: Draft Certificate of Survey
December 7, 2017 Engineer Review
Custom Grading Agreements
Storm Water Facilities Maintenance Agreements
Permanent Utility and Drainage Easement

LEGEND

	Existing Sanitary
	Proposed Sanitary
	Underground Electric
	Underground Gas
	Underground Hydraulic
	Facility Meter
	Unapproved Meter Pipe/Cover
	Proposed Potable Water
	Proposed Sewerage
	Existing Culvert
	Existing Conduit
	Facility Meter Manhole
	Sanitary Manhole
	Proposed Sanitary Manhole



Draft



W B
W. BROWN LAND SURVEYING, INC.
8030 CEDAR AVENUE SW., SUITE 228
BALTIMORE, MD 21244
TEL: (301) 954-8055
FAX: (301) 954-6266

SCALE 1" = 30' 284-17 DRAWING 157-10 REFERENCE SHEET 1 of 1		REVISIONS (REVISIONS)		SITE ADDRESS 2815 Dallas St. East Green Heights, WI 53006 PROPERTY DESCRIPTION 1/4 Sec 1, T24N R10E S23E Sauk County, Wisconsin REFERENCE Section 1 of T24N R10E S23E, per Survey Provided by Laska and Associates dated 4-2012		W. BROWN LAND SURVEYING, INC. 4000 CEDAR AVENUE, SUITE 200 MILWAUKEE, WI 53212 TEL: (414) 244-0051 FAX: (414) 244-0054 EMAIL: WBLANDSURVEY@GMAIL.COM	
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MEMO
CITY OF INVER GROVE HEIGHTS

TO: Heather Botten, City Planner

FROM: Thomas Kaldunski, City Engineer *TK*
Mike Wright, Engineering Technician

DATE: December 7, 2017

SUBJECT: Engineering Division Review Comments
Building Permit #BD2017-4402
Carlson New Home CGA for 9175 Dalton Court

The following are the Engineering Division's comments for the plan submittal, dated November 30, 2017, for 9175 Dalton Court (Parcel No. 20-32025-01-030).

1. An executed Custom Grading Agreement (CGA) is required prior to issuance of a building permit. This requires a \$1,500 engineering escrow for legal, consultant engineering services, review, and inspection fees and a \$10,000 letter of credit (LOC) or cash surety.
2. Provide certificate of survey showing grading, erosion control, and storm water plan.
3. A storm water management plan shall be provided for the property. Storm water management features shall contain and treat one inch (1") of runoff for all impervious surfaces and meet the pre-versus post runoff rate requirement (for the 24 hour 2-year, 10-year, and 100-year Atlas 14 storm events). Put the pre-versus post outcome in a table, along with supporting documentation. A Storm Water Facilities Maintenance Agreement (SWFMA) will be required for the storm water facilities (i.e. rain garden).
4. Need O&M Plan for SWFMA.
5. A drainage and utility easement will be required for the rain garden to preserve it. Owner must provide legal description and exhibit.
6. Need to address all comments on Engineer Review letter to secure City Engineer approval of Grading Plan.
7. Must submit erosion control plan.
8. Certificate of survey should show proposed well along with primary and secondary septic locations.
9. Provide a \$1,500 Vegetation Escrow for planting palate in rain garden to ensure vegetation is growing thru warranty period.
10. Attached is city standard plate for rain garden. The construction of rain garden must occur before Certificate of Occupancy is issued.

11. Revise driveway grades at Dalton Court to ensure top of driveway is lower than edge of cul-de-sac over culvert (3" to 6" drop).
12. Identify slopes steeper than 4:1 and provide erosion control methods to prevent erosion.
13. Place bio rolls in swales with concentrated flow at 100' center to center minimum.
14. Modify contours on east side to ensure swale is graded to storm water feature in southeast corner of site.
15. Show grade % on drainage arrows (min. 0.5% on grass swales).

TJK/mw

cc: Allan Hunting, City Planner
Tim Kuntz, City Attorney
Bill Carlson, Owner
Woodrow Brown, W. Brown Land Surveying, Inc.

Attachments: O&M Plan Sample
Rain Garden Standard Plate
CGA Checklist

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.

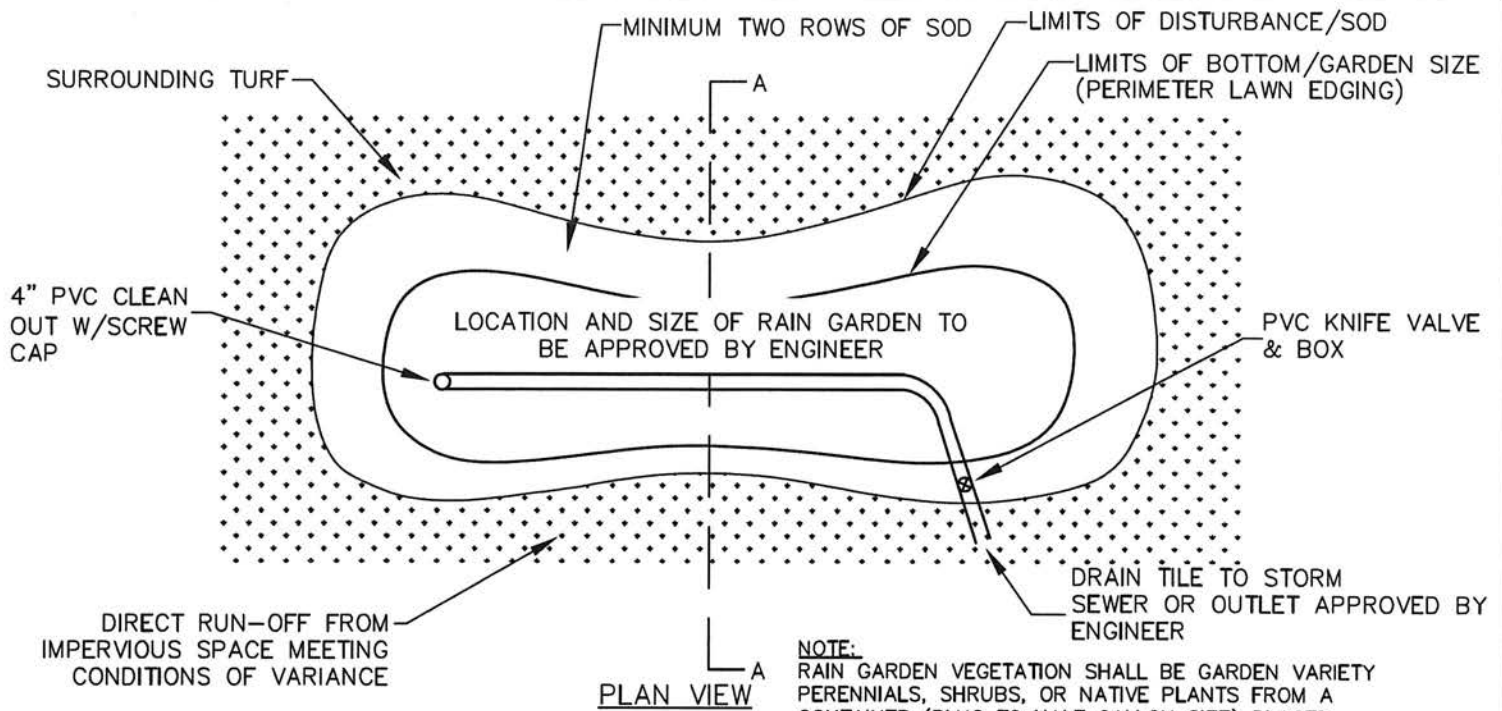
TABLE 1.1 – MAINTENANCE ACTIVITIES

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

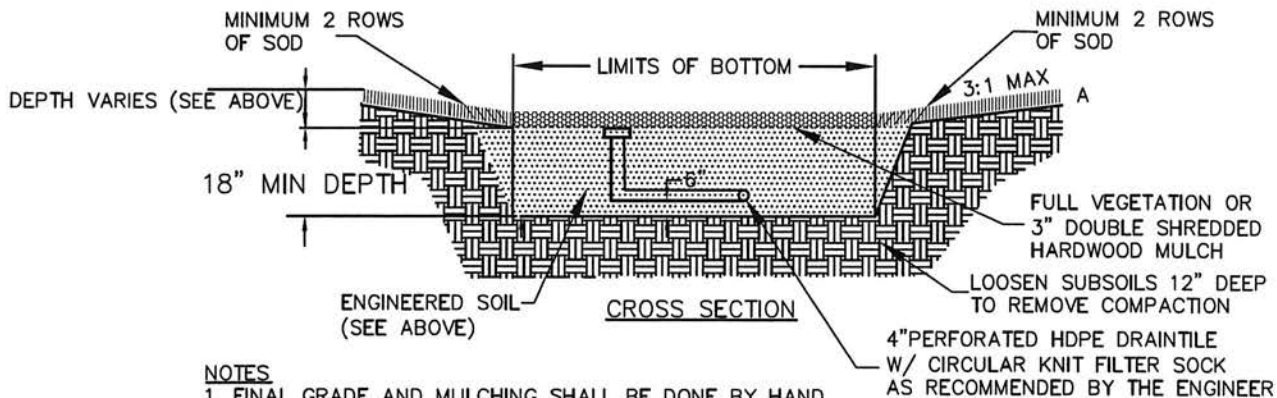


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED ($0.29 \times A$) = _____ (CF)



NOTES

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

11/14

PLATE NO.
STM-15

CUSTOM GRADING AGREEMENT
LANDOWNER(S) CHECKLIST (RESIDENTIAL)

Custom Grading Agreements are required when there is no grading plan for the plat in which the land/home resides. Therefore, in order to avoid drainage, erosion, runoff issues, a Custom Grading Agreement is required.

Landowner(s):

1. \$1500-\$5000 engineering escrow required before Custom Grading Agreement is prepared. This escrow will be used for staff inspection services and attorney charges. A higher escrow may be required by the City Engineer if additional work is required, i.e. consultant charges.
2. Certificate of survey with erosion control plan is required before Custom Grading Agreement is prepared.
3. Once the Custom Grading Agreement is prepared it must be signed and notarized by the landowner(s). The City does have notary services available, but all landowners must appear in person.
4. Once the Custom Grading Agreement is signed by the owner(s), it shall be heard at the next regularly scheduled Council meeting for approval and the Mayor's signature.
5. Once approved and signed by the Mayor, the City will send a signed original in the mail to the owner(s).
6. The City will send a copy to the County offices for recording of the document.
7. When ready to pick up the building permit, or before that time, landowner(s) must submit a \$10,000 Letter of Credit or Surety (in the form of a check, money order, etc. made out to the City of Inver Grove Heights).
8. The engineering escrow, if not spent in its entirety, shall be released when disturbed areas are covered with sod, blanket and seed, hydromulch and seed, or other approved cover. Please call the City when these conditions are met for any funds to be released.
9. The Letter of Credit/Surety will be reduced by up to 90% of the original amount when the following conditions occur: (a) Site improvements are accepted by the Engineering Division; (b) an approved grading as-built has been submitted to and approved by the Engineering Division; (c) a building Certificate of Occupancy has been given by the Building Inspection Division. Please contact the City Engineering Division when these conditions have been met.
10. The remaining 10% of the Letter of Credit/Surety can be released at the end of the warranty period as stated in the Custom Grading Agreement (typically two years from start of construction) and turf has been established. Please call the City Engineering Division when these conditions have been met.

CUSTOM GRADING AGREEMENT
FOR
LOT 3, BLOCK 1
HATCHARD ESTATES
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 3, BLOCK 1, HATCHARD ESTATES
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 11th day of December, 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 William G. Carlson and Muriel J. Carlson, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Site Plan dated November 30, 2017, revised on December ____, 2017, prepared by W. Brown Land Surveying, Inc. approved by the City Engineer on December ____, 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:
William G. Carlson and Muriel J. Carlson
9250 Courthouse Boulevard
Inver Grove Heights, MN 55077

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.

10.4 ADDITIONAL ESCROW AMOUNT FOR TURF ESTABLISHMENT. The Owner shall deposit \$1,500 in cash with the City (hereinafter "Additional Escrow Amount") contemporaneously with the execution of this Agreement. The Additional Escrow Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping associated with the storm water facilities in the event such problems and deficiencies arise. The City may use the Additional 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 Additional Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the reasonable 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 Additional 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)
)
COUNTY OF DAKOTA) ss.

On this 11th day of December, 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:

William G. Carlson

Muriel J. Carlson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of December, 2017, by William G. Carlson and Muriel J. Carlson, 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:

Lot Three (3), Block One (1), Hatchard Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Torrens Property.

Being registered as is evidenced by Certificate of Title No. 135351.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Site Plan	11-30-17 *revised on _____	W. Brown Land Surveying, Inc.

The Development Plans were approved by the City Engineer on December ____, 2017.

The Development Plans also include the items required by the City Engineer in the City Engineer memo dated December 7, 2017.

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

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 12-31-18, 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 12-31-18, 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
LOT 3, BLOCK 1, HATCHARD ESTATES
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 11th day of December, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and William G. Carlson and Muriel J. Carlson, 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 William G. Carlson and Muriel J. Carlson, 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 Site Plan prepared by W. Brown Land Surveying, Inc. dated November 30, 2017, and revised

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

The Storm Water Facility Plan also includes modifications of the above referenced Storm Water Facility Plan as approved from time to time by the City Engineer.

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

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

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

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area 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 Lot 3, Block 1, Hatchard Estates by and between the City and Landowner dated December 11, 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 December 31, 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 Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv.) The 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 shall deposit \$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.

4.2 Additional Escrow Amount for Turf Establishment. The Landowner shall deposit \$1,500 in cash with the City (hereinafter "Additional Escrow Amount") contemporaneously with the execution of this Agreement. The Additional Escrow Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping associated with the Storm Water Facilities in the event such problems and deficiencies arise. The City may use the Additional Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the landscaping and vegetation has been established to the reasonable 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 Additional 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, and if the conditions set forth by the City Engineer in the memo dated December 7, 2017 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 means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to Landowner: William G. Carlson and Muriel J. Carlson
9250 Courthouse Boulevard
Inver Grove Heights, MN 55077

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.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 11th day of December, 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:

William G. Carlson

Muriel J. Carlson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of December, 2017, by William G. Carlson and Muriel J. Carlson, 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:

Lot Three (3), Block One (1), Hatchard Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Torrens Property.

Being registered as is evidenced by Certificate of Title No. 135351.

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					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

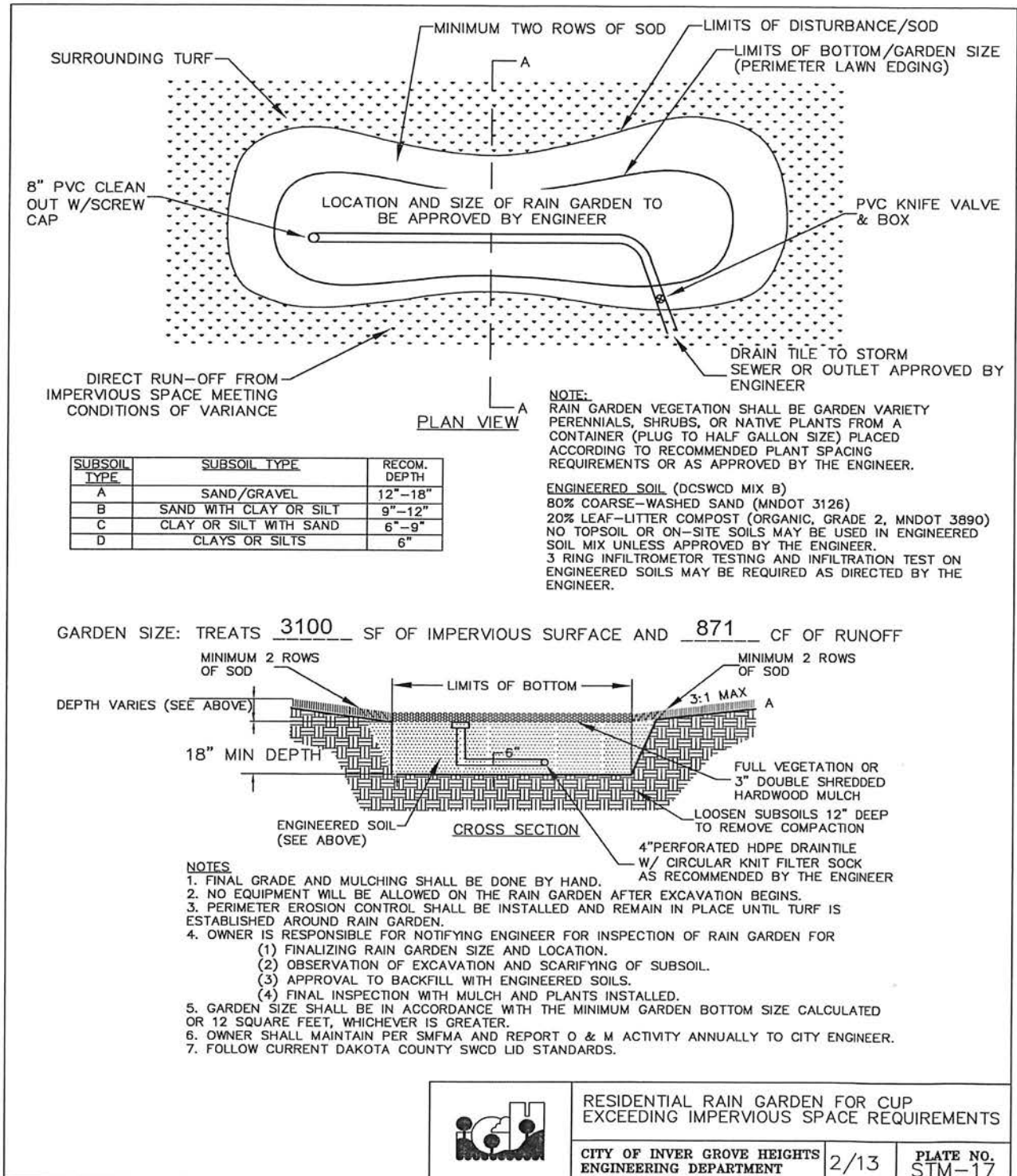
MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

- * 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

EXHIBIT D
STORM WATER FACILITY PLAN

[to be inserted]

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 11th day of December, 2017, between William G. Carlson and Muriel J. Carlson, 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 11th day of December, 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:

William G. Carlson

Muriel J. Carlson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of December, 2017, by William G. Carlson and Muriel J. Carlson, 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:

Lot Three (3), Block One (1), Hatchard Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Torrens Property.

Being registered as is evidenced by Certificate of Title No. 135351.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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

[to be inserted]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: Regular Council Meeting
Item Type: Administration
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to approve the Joint Powers Agreement between and amongst Dakota County cities and Dakota County for the provision of broadband service to utilize for city operations.

SUMMARY

Enclosed within is a copy of the Joint Powers Agreement between the City of Inver Grove Heights and the other participants in the Agreement, including Dakota County and the Community Development Agency.

The costs for the membership in the JPA, the Capital costs for installation of the fiber and the connections to the system are in the 2018 Technology budget.

We do anticipate connection to services sometime in the Spring of 2018. We would then have a redundant service with Comcast providing the I-Net and this serving as our backup. We would then need to plan for extension of service to our Water Treatment Plant, the Golf course and other remote locations; whether through the JPA or Comcast for the future. We could expect similar capital connection costs, but the membership fee is a onetime cost.

**JOINT POWERS AGREEMENT
DAKOTA BROADBAND BOARD**

November 30, 2017

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THIS JOINT POWERS AGREEMENT (as amended from time to time, this “**Agreement**”) is entered into as of _____ (Effective Date), by and between the parties described on Schedule A attached hereto (the “**Initial Participants**”), pursuant to Minnesota Statutes, Section 471.59.

1. Statement of Purpose and Powers to be Exercised. The purpose of this Agreement is to provide for the joint exercise of the statutory powers common to the Participants (defined below), pursuant to Minn. Stat. § 471.59, to establish, operate, maintain and improve the System (defined below) for use by the Participants and potentially other users including, but not limited to: the power to enter into agreements necessary or convenient to the exercise of such powers; to establish fees and charges with respect thereto; to acquire, own and convey real or personal property; to issue bonds or obligations under any law under which the Participants may independently issue bonds or obligations, and use the proceeds of the bonds or obligations to carry out the purposes for which the bonds or obligations are issued; and to take such other actions reasonably necessary to the establishment, operation, maintenance and improvement of the System (together with other powers described herein, the “**Joint Powers**”). Notwithstanding any other provision of this Agreement, the joint powers organization created by this Agreement shall not have: any power of eminent domain; any taxing powers; any power to pledge the full faith or taxing power of any of the Participants for any purpose whatever; or to issue general obligation indebtedness of any Participant.

2. Manner of Exercising Powers; Creation of Dakota Broadband Board. The Joint Powers of the Participants will be exercised through a joint powers board, which is hereby created, to be designated the Dakota Broadband Board (the “**Board**”), having the powers and duties described herein. The Board is authorized to exercise the Joint Powers on behalf of and in cooperation with the Participants as provided herein.

3. Defined Terms. Capitalized terms used herein shall have the following meanings:

“Access Fee” means an annual fee paid by each Participant as described in the System Plan or bylaws of the Board, which will include, but not be limited to, a fee (which shall be an equal amount for each Participant) in exchange for the Participant’s use of the I-Net.

“Access the System” or “Accessing the System” means that a Participant has at least one System Component that is connected to elements owned by other Participants and is relying on the Board to operate and maintain the System Component(s) on its behalf.

“Agreement” has the meaning given in Section 1 of this agreement.

“Annual Participation Fees” means all payments made to the Board by Participants including but not limited to Access Fees, the Basic Membership Fees and Operations and Maintenance Fees.

“Backbone” the central portion of the network consisting of redundant optical fiber ring segments interconnecting diverse communications network elements (switches, routers, etc.),

including connections at the colocation facility or facilities. Generally, the backbone capacity is greater than the networks connected to it.

“Basic Membership Fee” means an annual fee paid by a Participant regardless of whether or not it accesses any part of the System.

“Board” has the meaning given in Section 2 of this Agreement.

“C-Net” means the use of the System on any basis other than by the Participants for governmental purposes.

“CDA” means the Dakota County Community Development Agency and its successors and assigns.

“Drops” means the fiber optic cable and associated equipment necessary to serve individual retail customers. Drops typically begin at a handhole and terminate in the building of the retail customer.

“I-Net” means the use of the System by the Participants for governmental purposes.

“IRU” or “Indefeasible Right to Use” means agreements between a Participant and the Board, on behalf of itself and all other Participants, with respect to the use of System Components in which the Participant has an ownership or other legal interest.

“Initial Participant” has the meaning given in the Preamble of this Agreement.

“Joint Powers” has the meaning given in Section 1 of this Agreement.

“Lateral” means a fiber optic cable that is not part of the Backbone but instead extends fiber optic access into areas away from the Backbone.

“Operating and Maintenance Costs” means all expenses relating to the operation and maintenance of facilities controlled by the Board or used in connection with the System, including but not limited to, labor, contracted services, energy costs, monitoring costs, system configuration cost, switch-related costs, relocation costs, break repair costs, marketing costs, insurance, taxes, fees or similar charges.

“Participant” means the Initial Participants to the Agreement and each other qualified governmental unit satisfying the requirements of Section 4.B after the Effective Date of this Agreement, but excluding any governmental unit that has withdrawn from the Board pursuant to Section 4.D hereof.

“Supermajority” means a vote of two-thirds of the members of the Board, counted as one vote per member or on the basis of Weighted Voting, when required.

“System” means the telecommunication infrastructure necessary for the Participants to collectively provide more robust broadband, I-Net and C-Net services within Dakota County, including, without limitation, System Components and other network elements together with

contract rights and agreements necessary or convenient in connection with the operation, maintenance, development and use of such components.

“System Components” means the various necessary or convenient elements of the System, including, without limitation, fiber optic cables, hand holes, switches and routers.

“System Plan” means the plan defining both the physical aspects of the I-Net and C-Net System and the methods for funding or financing the costs associated with the operation, maintenance, and development of the System, as more fully described in Section 18 of this Agreement.

“Weighted Voting” means a vote of the Board in which each member’s vote is weighted by the proportion that the Operations and Maintenance costs allocated to the Participant the member represents bears to the total Operations and Maintenance cost during the year in which the vote is taken; provided, however that no prevailing vote will pass without the support of at least three members.

“Withdrawing Participant” means a Participant that has given notice of its intent to withdraw from the Board pursuant to Section 4.D.

4. Participant.

A. *General.* A county, city, town, school district, or other local unit of government whose jurisdiction is within Dakota County, and who has the authority to exercise the Joint Powers under Minnesota Statutes may be a Participant.

B. *Additional Participants.* In addition to the Initial Participants, any government entity described in Section 4.A is eligible to be a Participant, subject to the prior approval of the Board, by:

i. executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof;

ii. satisfying such other conditions mandated by the Board at the time as a condition to becoming a Participant.

C. *Annual Participation Fees.* The Board shall establish and collect, and the Participants shall pay non-refundable Annual Participation Fees. Withdrawing Participants shall continue to pay Annual Participation Fees due and payable during any required notice period under Section 4.D hereof. The Board shall not impose the Basic Membership Fee on the CDA unless the CDA is a Participant and is accessing the System.

D. *Withdrawal of Participants.*

i. A Participant that has not provided any System Components may withdraw, effective immediately, by providing written notice to the Chair of the Board.

ii. A Participant that has provided System Components may withdraw by providing not less than eighteen months advance written notice to the Chair of the Board, and by paying to the Board a “withdrawal payment.” The withdrawal payment shall be determined through a good faith negotiation between the Board and the Withdrawing Participant. The purpose of the withdrawal payment is to require a Withdrawing Participant to pay actual and direct expenses incurred by the Board or another Participant which are reasonably related to the Withdrawing Participant’s withdrawal including, without limitation, System Components relocation costs, leasing costs, and permit fees. If the Board and the Withdrawing Participant are unable to reach an agreement on the amount of the withdrawal payment, the disagreement shall be settled by binding arbitration, or in such other manner as is acceptable to the Board and the Withdrawing Participant. The amount of the withdrawal payment may be reduced to the extent the Withdrawing Participant and the Board enter into agreements which extend the Board’s right to use System Components owned or controlled by the Withdrawing Participant. The provisions of Section 6.C hereof regarding termination of IRUs will continue to apply to Withdrawing Participants for the duration of any IRU.

iii. The withdrawal of a Participant will not, in and of itself, modify any IRUs or similar agreements executed by the Withdrawing Participant related to the use by the Board or other Participants of System components owned by the Withdrawing Participant. The term and termination of such IRUs and similar agreements are governed by the provisions in each individual IRU or similar agreement. In addition, each Withdrawing Participant shall remain liable for all financial liabilities incurred during the period it was a Participant, but shall not be liable for any new financial liabilities incurred after the date of delivery of its notice of withdrawal.

iv. Notwithstanding the eighteen month notice required for withdrawal under Section 4.D.ii above, the Board and the Withdrawing Participant may negotiate a shorter notice period in exchange for an additional payment by the Withdrawing Participant, designed to satisfy ongoing financial obligations of the Withdrawing Participant to the Board.

v. To the extent that IRUs granted by the Withdrawing Participant to the Board for System Components owned by the Withdrawing Participant continue beyond the withdrawal date, the obligations of the Withdrawing Participant to pay associated Operating and Maintenance Costs for such IRUs will survive withdrawal.

5. Board.

A. *Creation.* A joint powers board, known as the Dakota Broadband Board, is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement.

B. *Members.* Each Participant that is accessing the System is entitled to appoint two members of its governing body as a member and an alternate member to the Board. The terms of each member and alternative member shall be as established in by-laws to be adopted by the Board, but in any event, shall terminate at such time as the member or alternate member ceases to be a member of the governing body of the applicable Participant.

C. *Committees.* The Board may appoint standing and ad hoc committees including, without limitation, an operations committee, with the powers to be described in the Board's bylaws.

D. *Governance-Voting.* As shall be required in bylaws to be adopted by the Board:

i. Actions of the Board will be taken by vote of the Board in which each member of the Board shall have one equal vote unless Weighted Voting is required. Decisions will be made by a majority of the votes cast except where a Supermajority is required.

ii. Weighted Voting is required: to approve or revise the System Plan; to approve periodic budgets, including required contributions to be made by each Participant in support of such budgets; to employ any personnel of the Board; and to approve the issuance of any bonds or debt obligations of the Board. In the case of the issuance of debt, an affirmative vote of two-thirds Supermajority of the votes cast is required.

iii. When weighted voting is required, the weight of each Participant's vote is determined by the Participant's proportional contribution to the total annual Operations and Maintenance costs of the Board in the year the vote is taken, multiplied by one hundred. In no event shall the total of the weighted votes be in excess of, or less than, one hundred (100). However, no prevailing vote will pass without the support of at least three Participants.

E. *Governance-Officers.* At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the members designated by the governing bodies of the Participants. The Chair and Vice Chair shall be elected by the Board for one year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

F. *Purposes.* The Board shall: provide the structure for administrative and fiscal oversight of the System; set appropriate policies for the Board and the System; maximize the use of resources available to the various Participants for the benefit of the System; and establish and oversee any appropriate committees.

G. *Powers.* The Board shall have the general powers described in Section 1 of this Agreement, including the powers to do the following:

i. To negotiate and enter into contracts, including contracts: for the acquisition of real or personal property and equipment; employment of Board personnel, professional services and consultants; with wholesalers or resellers that desire to utilize the System;

ii. To acquire, construct, manage, maintain, or operate any interest in the System and any System Components;

iii. To apply for and hold any required licenses or permits;

iv. To sue and be sued;

v. To apply for, receive and utilize grants and loans;

vi. To accept donations;

vii. To issue bonds or debt obligations as permitted by law, by vote of a Supermajority of the Board, using Weighted Voting, provided that such obligations shall not constitute an obligation of any individual Participant;

viii. To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

H. *Additional Powers and Responsibilities.* In addition to the foregoing, the Board shall have the following specific powers and responsibilities, as further described and developed in the System Plan:

i. To approve contracts with commercial vendors regarding development, operation, marketing, public relations, maintenance and expansion of the System;

ii. To adopt an annual budget for operation and maintenance of, and capital improvements to, the System;

iii. To develop policies regarding accounting, contracting and procurement, employment, operations and maintenance, and asset replacement. The Participants expectation is that one or more of the Participants may provide financial accounting and or human resources services for the Board.

iv. To establish processes for setting the fees for Participants and non-Participants to access and use the System in accordance with the duly adopted System Plan and to administer the processes for setting fees that apply uniformly or equitably to all Participants;

v. To acquire or lease real property as required for operations;

vi. To discharge other duties consistent with the purposes of this Agreement or as required by law.

I. *System Plan.* A System Plan has been developed by the Participants in coordination with an outside consultant, Design Nine Broadband Planners, and titled "C-Net/I-Net Systems and Business Plan v7." The System Plan is fully incorporated into this Agreement by reference. The Board will formally adopt the System Plan at its first organizational meeting and may thereafter amend the System Plan from time to time as it deems appropriate. If there are any conflicts between the terms of this Agreement and the terms of the System Plan, the terms in this Agreement shall prevail. The vote to approve or modify the System Plan shall be by Weighted Voting.

6. Acquisition of Interests in System Components. The Board will acquire interests in the use of System Components as follows.

A. Participants will identify System Components for which they will grant to the Board IRUs with any qualifications or conditions, each of which will have an initial term of 10 years, with two five-year renewals which shall be automatic unless the Board affirmatively decides not to renew, by giving ninety (90) days' notice to the Participant prior to termination. In connection with, and as a part of the grant of each IRU, the Participant will grant to the Board all rights necessary or convenient for the Board to operate the System within the geographic boundaries of the Participant. The preceding sentence is not intended to grant to the Board prior approval of any permits required to be obtained in connection with any System Components to be constructed by the Board, provided however that such permits will not unreasonably be withheld by any Participant.

B. In connection with the grant by any Participant of an IRU to the Board for the benefit of the Participants as to any System Components, the Board will assume operating and maintenance costs and responsibilities with respect to such System Component.

C. With the prior consent of the Board, Participants may terminate an IRU as to any System Components owned by it with not less than two year's prior written notice to the Board. The Board will consent to such termination unless the removal will render the Backbone to be less than carrier class or violate any Board contracts. The Participants recognize that the two-year notice period is necessary and appropriate to permit the Board to make alternative provisions for the continuance of service. The Board may waive the two-year notice if it determines, in its sole discretion, that early termination will not adversely impact the System.

7. Ownership of System Components.

A. Each Participant retains the ownership interests it has in System Components, subject to the interests it grants to other Participants or the Board pursuant to IRUs or other contractual arrangements.

B. The Board recognizes that Participants may have partial ownership interests in System Components, or may have granted to third parties certain interests in such assets, which may limit the Participants' ability to dedicate or grant IRUs in such System Components.

C. The Participants' intent is that the Board will not own System Components unless in a specific situation the Board determines that it will construct and own certain System Components.

8. Expansion of System

A. Each Participant retains the authority to undertake and finance additional System Components to be owned by it, however each additional System Component that will be designated for operation and maintenance by the Board shall be constructed consistent with standards established by the Board and shall require prior review and approval as determined by the Board, in order to ensure that additions to the System will be undertaken in a coordinated manner. A decision to expand the System Components owned by a Participant remains with each Participant.

B. Each Participant must evaluate the financial viability for new System Components and System expansions. The Board will not participate in the cost of expansions to be owned by a Participant. The costs for new Laterals and Drops will be borne by individual Participants.

C. The Board may provide tools for Participants to expand the System by the addition of Laterals or Drops in accordance with the System Plan. This assistance would be in the form of technical assistance in implementation of the projects. The Dakota County Community Development Agency may provide financing assistance to Participants but will not participate in paying such costs.

9. Operating and Maintenance Cost Sharing. As is further described in the System Plan, Operating and Maintenance Costs will be separated into their logical parts. Responsibility for each cost category then will be shared by Participants based on distribution parameters appropriate for each category as determined by the Board.

Payment by Participants of their allocated share of Operating and Maintenance Costs will be in addition to the annual Access Fee. The Board shall use the Access Fees and Basic Membership Fees to offset a portion of the Operating and Maintenance Costs, as provided in the System Plan.

10. Financing Initial I-Net and Initial C-Net Capital Improvements. The following cost sharing provisions apply ONLY to the Initial Capital Projects. They do NOT apply to System expansions as described in Section 8. As is further described in the System Plan, Initial Capital Project costs will be shared as follows:

A. *Initial I-Net Capital Improvements Costs.* All municipal Participants and the CDA will pay for their own switches and their associated optics along with the fit-up costs relating to placement of the switches. Municipal Participants and the CDA will also pay for their own Drops and Laterals along with all associated splicing and other incidental

costs, except that no municipal Participant or the CDA will be required to extend more than two thousand (2,000) feet of fiber optic cable to reach its primary access point. Each Municipal Participant will also contribute the same amount of funds as other Municipal Participants, with the equal share amount to be determined by the Board, to create an initial break/fix fund balance. Dakota County will pay for all other Laterals necessary to provide adequate access to the System for all Participants along with splicing and other costs associated with constructing the other Laterals. Dakota County will also pay for all costs related to the creation of the core nodes.

B. *Initial C-Net Capital Improvement Costs.* The CDA will pay for all costs relating to the Initial C-Net Capital Improvements as described in the System Plan.

11. Revenue Generation. As is further described in the System Plan, charges for use of the System will be imposed as follows.

A. *I-Net Usage and Charges.* Each Participant may use the System to the extent available within its boundaries for its own I-Net purposes on an unlimited basis, in exchange for annual payment of its Access Fee. Other than through the payment of the Access Fee, the Board shall not charge Participants for I-Net usage of the System.

B. *C-Net Revenues.* As further described in the System Plan, the Board will establish and collect charges for use of the C-Net, including different rates or charges for protected, versus unprotected, services. An amount equal to fifty per cent (50%) of revenue generated by C-Net usage will go the Participant in whose geographic limits the revenue is generated. An amount equal to forty five percent (45%) of revenue generated will be distributed pro rata to the Participants based on value of System assets provided by the Participants. An amount equal to 3.33% will be distributed pro rata to non-county members only based on their population. An amount equal to 1.67% will be distributed to Dakota County.

12. Establishment of a Relocation Fund; Submission of Capital Plans.

A. As further described in the System Plan, in the event of unanticipated need to relocate System fiber optic cable and associated structures and equipment, the CDA, at its option, may establish a fund which can be accessed by Participants for temporary construction financing on terms determined by the CDA. If the CDA creates a relocation fund, the Participants accessing relocation funds will repay the CDA beginning in the Participant's next budget year. The intent of this fund is to provide temporary construction financing to be repaid in the next budget year. However, in the case of hardship, the CDA Board at its sole discretion may authorize a multi-year repayment plan. All fund repayments will include interest at a rate to be established by the CDA Board.

B. In order to minimize the unexpected need to relocate facilities, each Participant shall submit its Capital Improvements Plans relating to any System Components to the Board for review and comment prior to adoption thereof.

13. Default; Remedies. Upon the occurrence of any default hereunder, the Board and each Participant shall have any and all remedies available to it at law or in equity.

14. Liability; Indemnification.

A. *Responsibility for Own Acts and Omissions.* No Participant shall be liable for the acts or omissions of another Participant, unless it has specifically agreed in writing to be responsible for the same. Each Participant acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Participant agrees to promptly notify all Participants if it becomes aware of any potential Board related claims or facts that are likely to give rise to such claims. Neither the Board nor any Participant shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Participant, except as expressly provided herein or in any of the documents authorized herein.

B. *No Waiver.* Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Participant's statutory or common law immunities or limitations on liability, including by not limited to, Minnesota Statutes Chapter 466. Further, the Participants' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Participants and the Board. For purposes of determining total liability for tort damages, each Participant and the Board are considered a single governmental unit and the total liability for all of the Participants and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Participants under Minnesota Statutes Sections 466.06 or 471.981.

C. *Indemnification.* The Board shall be considered a separate and distinct government joint powers entity to which the Participants have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 14.A, to the extent of any liability insurance carried by the Board and available for such purpose, the Board shall defend, indemnify and hold harmless each Participant from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Participants taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Participant for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. The Board shall carry insurance which provides for coverage equal to or greater than commercial general liability insurance in the amount of at least two million (\$2,000,000) dollars. If the

Board employs any personnel, it shall also provide for worker's compensation benefits in the amount consistent with state statutes.

D. *Uninsured Liability.* If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Participants on the basis of each Participant's proportional contribution to the total Operations and Maintenance costs of the Board in the year in which the action or inaction giving rise to the liability is occurred.

15. Termination of Board; Disposition of Assets. This Agreement may be terminated, and the Board dissolved, upon the vote of a Supermajority of the Board using Weighted Voting. Prior to voting to terminate this Agreement, the Board shall adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the Participants who have not previously withdrawn in proportion to the total of all contributions made by the remaining Participants in place at the time of dissolution.

16. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Participants who are members of the Board. Notwithstanding the foregoing, no amendment shall adversely affect the security for any bonds or debt obligations issued by the Board and outstanding at the time of the amendment.

IN WITNESS WHEREOF, each of the Participants has caused this agreement to be executed on its behalf by its respective authorized officers, all as of the date first above written.

DAKOTA COUNTY, MINNESOTA

By _____
Its _____

Approved as to form

Assistant County Attorney Date

[Additional Participant Signature Pages to be added.]

CITY OF APPLE VALLEY

Date: _____

By: _____
Mary Hamann-Roland, Mayor

Attest:

Date: _____

By: _____
Pamela Gackstetter, Clerk

CITY OF BURNSVILLE

Date: _____

By: _____
Elizabeth Kautz, Mayor

Attest:

Date: _____

By: _____
Macheal Collins, Clerk

CITY OF FARMINGTON

Date: _____

By: _____
Todd Larson, Mayor

Attest:

Date: _____

By: _____
David McKnight, City Administrator

CITY OF HASTINGS

Date: _____

By: _____
Paul Hicks, Mayor

Attest:

Date: _____

By: _____
Melanie Mesko Lee, City Administrator

CITY OF INVER GROVE HEIGHTS

Date: _____

By: _____
George Tourville, Mayor

Attest:

Date: _____

By: _____
Joe Lynch, City Administrator

CITY OF LAKEVILLE

Date: _____

By: _____
Douglas P. Anderson, Mayor

Attest:

Date: _____

By: _____
Justin Miller, City Administrator

CITY OF MENDOTA HEIGHTS

Date: _____

By: _____
Neil Garlock, Mayor

Attest:

Date: _____

By: _____
Lorri Smith, Clerk

CITY OF ROSEMOUNT

Date: _____

By: _____
Bill Droste, Mayor

Attest:

Date: _____

By: _____
Clarissa Hadler, Clerk

CITY OF SOUTH ST. PAUL

Date: _____

By: _____
James Francis, Mayor

Attest:

Date: _____

By: _____
Christy Wilcox, Clerk

CITY OF WEST ST. PAUL

Date: _____

By: _____
Jenny Halverson, Mayor

Attest:

Date: _____

By: _____
Chantal Doriott, Clerk

DAKOTA COUNTY DEVELOPMENT AGENCY

Date: _____

By: _____

Attest:

Date: _____

By: _____

Schedule A
Initial Dakota Broadband Participants

City of Apple Valley
City of Burnsville
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: December 11, 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 Full-Time Employment of:

Inspections

Chambers, Janna, Assistant to the Chief Building Official

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

Parks & Recreation/VMCC

Kelley, Katherine, Outdoor Rink Attendant
 Kuefler, Erika, Lifeguard
 Schoen, Louis, Lifeguard
 Sengbusch, Jessica, Skating Instructor
 Smith, Mark, Outdoor Rink Attendant
 St. Jacques, Sydney, Birthday Party Host/Pool Attendant
 Sweeney, Jackson, Shift Lead/Lifeguard

Public Works-Streets

Koop, Lawrence, Street Maintenance Helper

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application of Pawn America LLC dba Pawn America for Renewal of Pawnbroker's License for Premises Located at 5300 South Robert Trail

Meeting Date: December 11, 2017
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Michelle Tesser, City Clerk
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Conduct public hearing to consider the approval of the Pawn America LLC dba Pawn America application for the renewal of a pawnbroker's license for the premises located at 5300 S. Robert Trail.

SUMMARY:

An application has been submitted by Pawn America, LLC dba Pawn America for renewal of a Pawnbroker's license for the 2018 calendar year.

City Code requires the Council to conduct a public hearing prior to the issuance of a pawnbroker's license. The notice must be within 10 business days. The City Clerk noticed the hearing and was published in the designated newspaper. The City Clerk mailed notices of the public hearing to properties surrounding the 5300 S. Robert Trail property.

The applicant provided the necessary license and background investigation fees, corporate surety bond, and insurance documentation. The Police Department completed the background check with no remarkable findings.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 11, 2017
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Conduct a public hearing and consider approval of renewal applications for liquor licenses for the 2018 calendar year.

SUMMARY:

The City received applications for the renewal of 31 liquor licenses for 2018. The public hearing was noticed in the November 26, 2017 South-West Review.

Each renewal application was accompanied by the necessary license fees and liability insurance certificates. Information regarding completion of alcohol server training was also provided to verify that all employees engaged in the serving/selling of alcohol received training within the last 24 months. All background investigations were approved by Police Department.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN:

That the City of Inver Grove Heights will hold a public hearing on Monday, December 11, 2017 at 7:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, to consider renewal of the following liquor licenses, as required by City Code Section 4-1-12:

ON-SALE/SUNDAY:

Apple Minnesota, LLC; **Applebee's Neighborhood Grill & Bar**; 5855 Blaine Avenue
Ashton, Inc.; **Jersey's Bar & Grill**; 6449 Concord Boulevard
Bakavole Hospitality, Inc.; **Celts Pub**; 6559 Concord Boulevard
Grove Bowl, Inc.; **Drkula's 32 Bowl**; 6710 Cahill Avenue
L.W.'s Bierstube, Inc.; **L.W.'s Bierstube**; 6434 Cahill Avenue
Mississippi Pub, Inc.; **Mississippi Pub**; 4455 66th Street East
Outback Midwest II Ltd Ptsp; **Outback Steakhouse**; 5723 Bishop Avenue
Overboard **Bar & Grill**; 4455 E. 64th Street
RT Minneapolis Franchise, LLC; **Ruby Tuesday**, 9051 Buchanan Trail
BB Burger Adventures, LLC; **B-52 Burgers and Brew**; 5639 Bishop Avenue
AMC Theatres Inver Grove Heights 16; **AMC Theatres**; 5567 Bishop Avenue
El Azteca Inver Grove Heights, LLC; **El Azteca**; 5816 Blaine Avenue East
City of Inver Grove Heights; **Inver Wood Golf Course**, 1850 70th St E.
IWA Sushi Inc; **IWA Sushi**, 7781 Amana Trail.

ON-SALE:

Kladek, Inc.; **King of Diamonds**; 6600 River Road, and City of Inver Grove Heights;

ON-SALE/SUNDAY/CLUB: **Loyal Order of Moose Lodge #1088**; 5927 Concord Boulevard

OFF-SALE:

Cameron's Warehouse Liquors, Inc.; **Cameron's Warehouse Liquors**; 6533 Concord Boulevard
Just Because Liquor Too LLC; **MGM Wine & Spirits**; 7804 Cahill Avenue
L-Y Enterprise, Inc.; **A & M Liquors**; 5709 Carmen Avenue
Trail West, Inc.; **Trail Liquor**; 9740 South Robert Trail
H & K Corporation; **Market Liquor**; 5866 Blaine Avenue
Yager Group, Inc.; **Arbor Pointe Liquor**; 9084 Buchanan Trail
J&J Vogt, Inc.; **Gold Palace Liquor**; 1330 Mendota Road
Pacheco, LLC.; **Salem Liquor**; 5300 S. Robert Trail #600

ON-SALE WINE:

Bryde, Inc.; **Old World Pizza**; 5660 Bishop Avenue
Top Restaurant, LLC; **I.2.3. Pasta**, 6508 Cahill Avenue

3.2 ON-SALE:

Arbor Pointe Golf Club, Inc. **Arbor Pointe Golf Club**; 8919 Cahill Avenue

3.2 OFF-SALE:

Northern Tier Retail, LLC; **SuperAmerica #4411**; 7501 Concord Boulevard
Northern Tier Retail, LLC; **SuperAmerica #4548**; 5728 Bishop Avenue
Inver Grove Hts 2001 LLC; **Cub Foods**; 7850 Cahill Avenue
Pilot Travel, LLC; **Pilot Travel Center #581**, 11650 Courthouse Boulevard

All written and oral statements will be considered at the public hearing and all those desiring to be heard will be heard at the public hearing.

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Merrick, Inc. – Consider Application for Lawful Purpose Gambling Premises Permit at King of Diamonds, 6600 River Road

Meeting Date: December 11, 2017 Item
 Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider resolution approving application of Merrick, Inc. for a premises permit to conduct lawful purpose gambling operations at King of Diamonds, 6600 River Road.

SUMMARY:

Merrick, Inc. has submitted an application for a premises permit to conduct lawful purpose gambling operations at King of Diamonds, effective upon Council approval. Merrick, Inc. would relinquish their lawful gambling premise permit with Overboard Bar, 4455 64th Street East and has provided a letter to the City Clerk reflecting this action. Merrick Inc. will continue holding a lawful gambling premise permit at Jersey's Bar & Grill, 6449 Concord Blvd.

Merrick, Inc. is a non-profit charitable corporation licensed by the Department of Human Services as an Adult Day & Memory Care (ADS), Day Training and Habilitation (DT&H), and Supported Employment (SES). Merrick is also an approved Ticket to Work (TTW) Employer Network.

The corporation provides support to over 300 adults in the metro area with developmental disabilities, and offers various services to their clients including: vocational options, placement support, habilitation programs, and transportation services. The organization is licensed with the Minnesota Gambling Control Board.

The organization currently works with ten (10) businesses within Inver Grove Heights and the defined trade area to provide employment opportunities to adults with developmental disabilities. Merrick, Inc. intends to use their charitable gambling proceeds from the site to continue to assist their current clients and to further expand their services in the area. They currently have 16 charitable gambling sites within the Twin Cities.

The organization's gambling manager, Wendy Busch, has reviewed the City's local gambling ordinance and believes their organization would fulfill the intent of the ordinance – to maintain the use of the proceeds within the City and defined trade area.

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

RESOLUTION NO.

**RESOLUTION APPROVING THE APPLICATION OF
MERRICK, INC.
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT
KING OF DIAMONDS
LOCATED AT
6600 RIVER ROAD, INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Merrick, Inc. has submitted an application Lawful Gambling Premises Permit at King of Diamonds, 6600 River Road, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, By The City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of Merrick, Inc. for a lawful gambling premises permit at King of Diamonds, located at 6600 River Road, Inver Grove Heights, subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 11th day December 2017

Ayes:
Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, Accepting the Bolton & Menk Proposal for Engineering Services, and Authorizing City Attorney to Complete Easement Negotiations

Meeting Date: December 11, 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 Sewer Fund 512

PURPOSE/ACTION REQUESTED

Public hearing to consider ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), authorizing preparation of plans and specifications, accepting the Bolton & Menk proposal for engineering services, and authorizing City Attorney to complete easement negotiations.

SUMMARY

The City Project No. 2018-02 feasibility study was prepared, at Council direction, to consider constructing the 80th Street sanitary sewer improvements in 2018. The project is needed to provide a gravity sanitary sewer to the Scenic Hills plat. The same street would also be improved by reconstructing this county road from T.H. 3 to the existing manhole approximately 2000 feet east of T.H. 3.

The total estimated project cost for City Project No. 2018-02 preferred alternate 2B is approximately \$1,320,000. The recommended funding source is the NWA Sewer Fund 512. However, note that this segment of trunk sanitary sewer is not in the area assumed for the current development phase of the financial model for funding the NWA utility extension. Further review by staff and Ehlers might result in a revision to the funding recommendation. No special assessments are being considered for City Project No. 2018-02.

A public hearing notice was sent to affected property owners and an information meeting was held on November 30, 2017. Four people attended the information meeting. Landowners appeared supportive of the project. The City has also reviewed the project with the developers of the Scenic Hills plat and they have indicated support for the gravity sewer on 80th Street in lieu of constructing a temporary lift station on their project. Offers for easements will be prepared based on appraisal once the Council conducts the public hearing and orders the project. Local access during construction was discussed. The City asked Bolton & Menk for a proposal to do the plans and specifications for the project. Bolton & Menk are in the Engineering Pool and have knowledge of the project. Their December 5, 2017 proposal indicates a budget of \$111,438 is anticipated for their services.

Right-of-way permits will need to be acquired to complete the improvements. There is a need to coordinate the closure of T.H. 3/80th Street with the County's roundabout project at T.H. 3/70th Street in 2018. Schedules will be established for the coordination of acquisitions.

The City Council could advance the project by considering the resolution ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), authorizing preparation of plans and specifications, accepting the Bolton & Menk proposal for engineering services, and authorizing City Attorney to complete easement negotiations.

TJK/kf

Attachments: Resolution
 Information meeting attendance list
 Maps (benefit area and 2B preferred alternate)
 Bolton & Menk Proposal

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

RESOLUTION ORDERING IMPROVEMENTS, AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, ACCEPTING THE BOLTON & MENK PROPOSAL FOR ENGINEERING SERVICES, AND AUTHORIZING THE CITY ATTORNEY TO COMPLETE NEGOTIATIONS FOR EASEMENTS FOR CITY PROJECT NO. 2018-02 – 80TH STREET SANITARY SEWER IMPROVEMENTS (ROBERT DISTRICT)

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on October 23, 2017 called for a public hearing on the proposed improvement project; and

WHEREAS, the City approved the feasibility study for City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District) and selected the preferred option 2B at its October 23, 2017 meeting; and

WHEREAS, the City conducted an information meeting for parcel owners in the service area of the preferred option and the attendees were in support of the project; and

WHEREAS, the City has received a development proposal for Scenic Hills and its owners indicated their support for the gravity sewer in lieu of a temporary lift station; and

WHEREAS, as the City has received a proposal from its consultant Bolton & Menk to prepare the plans and specifications and related work on the project in the amount of \$111,438; 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 December 11, 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 December 11, 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 December 5, 2017 proposal from Bolton & Menk for the project is professional engineering services hereby approved for an amount not to exceed \$111,438.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
5. The Council authorizes the use of NWA Sewer Fund 512 to finance the project, contingent on a review of the NWA utility financing plan by staff and Ehlers.

Adopted by the City Council of the City of Inver Grove Heights this 11th day of December 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

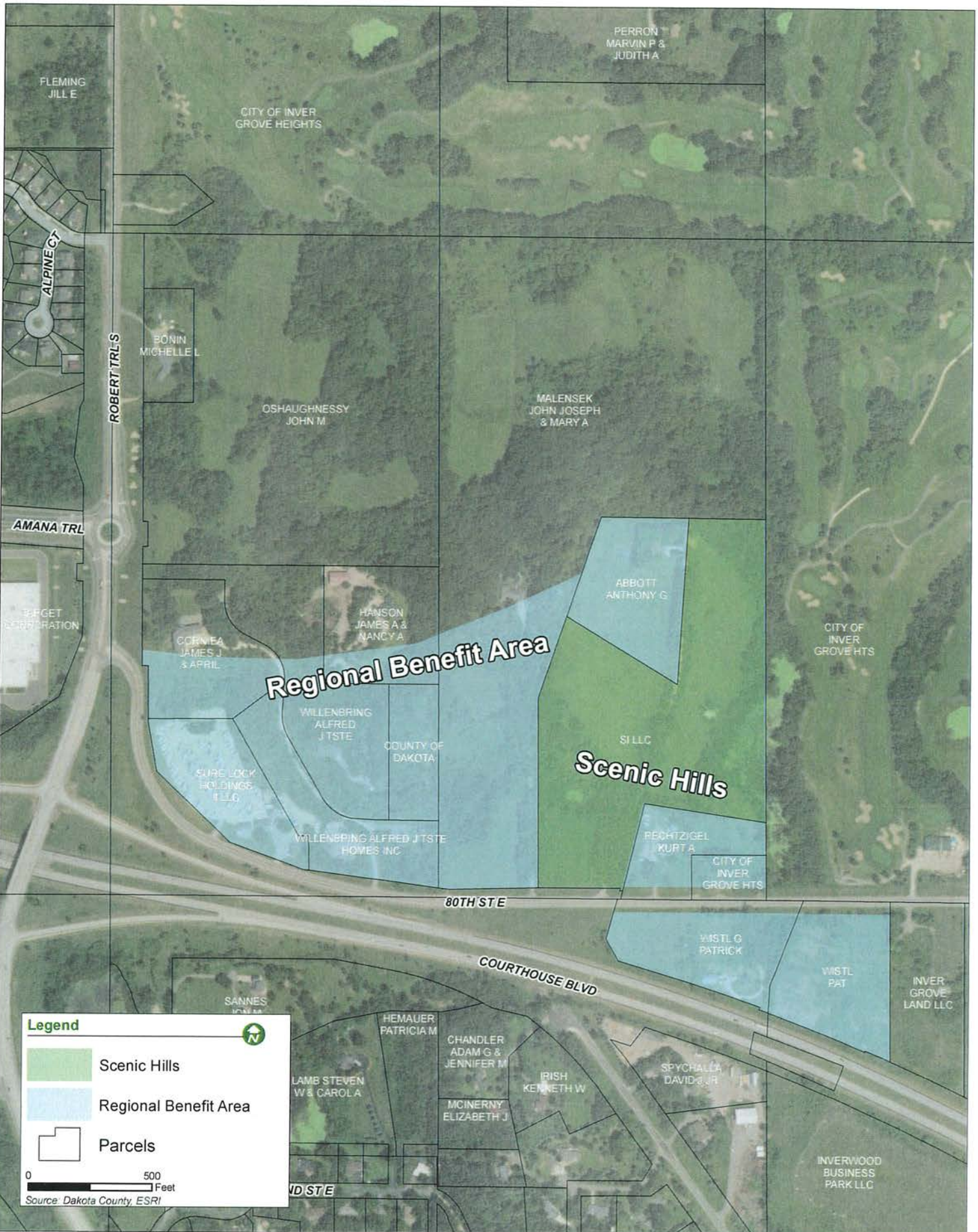


Groveland Sewer Extension

City of Inver Grove Heights, MN

Project Location

October, 2017





Legend

- LS Existing Lift Station
- Existing Sanitary Sewer Manhole
- Existing Gravity Sanitary Sewer
- Existing Dual Sanitary Sewer Forcemain
- Proposed Sanitary Sewer Manhole
- Proposed Gravity Sanitary Sewer - Open Cut
- Future 80th Street Alignment
- Parcels

0 300
Feet

Source: Dakota County, ESRI





Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

December 5, 2017

Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: 80th Street Sanitary Sewer Extension Project
City Project No. 18-02

Dear Mr. Kaldunski:

The City of Inver Grove Heights has initiated the 80th Street Sanitary Sewer Extension Project to provide gravity sewer service to the proposed Scenic Hills Development and surrounding region. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are cost-effective, timely, and collaborative. We listen to your needs and challenges and create solutions that work for Inver Grove Heights. We believe you will find outstanding value in our approach to the 80th Street Sanitary Sewer Extension Project for the following reasons:

Local Expertise – Bolton & Menk, Inc. has been a longtime partner of the City of Inver Grove Heights. This partnership has led to several successful projects that have extended trunk watermain and sanitary sewer through the city's Northwest Area. The 80th Street Sewer Extension Project is, in fact, an extension of City Project No. 2003-15 in which the city and Bolton & Menk partnered to construct the first trunk sanitary sewer into the Northwest Area in 2008. This history has led to a strong working relationship with city staff and a thorough understanding of the city's values, goals, and standards.

Collaborative Approach – We understand the importance of working with project partners and stakeholders to achieve a successful project. Bolton & Menk will ensure a high level of collaboration between the City of Inver Grove Heights, Dakota County, MnDOT, and the Scenic Hills developer. Several road projects will significantly impact traffic in the region next year, extending the need for constant and effective communication between agencies.

Project Team – Bolton & Menk offers Inver Grove Heights a strong background in municipal engineering. Our strength is derived from our talented and experienced staff, extensive project experience, and relationship with government and regulatory agencies. We have assembled a team of qualified professionals who have completed several similar street and utility construction projects together. This consistency brings extensive knowledge and efficiency to your project.

In continued service to the City of Inver Grove Heights, we are excited at the opportunity to complete the 80th Street Sanitary Sewer Extension Project. I will personally serve as your project manager and lead client contact on this project. Please contact me at 612-221-5773 or brianhi@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Brian Hilgardner, P.E.
Principal

Bolton & Menk is an equal opportunity employer.



DETAILED WORK PLAN

Bolton & Menk understands the importance of achieving the desired outcome of each of the following tasks on time and within budget. We are committed to facilitating a successful process for the City of Inver Grove Heights' 80th Street Sanitary Sewer Extension Project. We will put special emphasis on working with city staff to assure the project's success. A summary of our approach to key project elements is outlined in the task descriptions below.

Task 1: Topographic Survey

Objective: Create a base map identifying above- and below-ground features in electronic format. This base map will be used as the basis for final design.

Description: Gather pertinent field information on city infrastructure, adjacent buildings, right-of-way, contours, and private small utilities. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Manhole reports will also be completed for located manholes and catch basins. Right-of-way and property lines will be illustrated based on found field monumentation and plat information received from the city.

Deliverables: *Topographic survey information and a digital copy of the base map*

Task 2: Geotechnical Analysis

Objective: Analyze existing soil conditions and provide recommendation for utility and street design.

Description: We anticipate the need to collect five soil borings spaced at 400-ft intervals to aid in the design of the sanitary sewer and street sections. The soil borings will be collected and analyzed by others.

Deliverables: *Geotechnical report provided by others*

Task 3: Design

Subtask 3.1 Existing Plans

Objective: Prepare a base plan for use in preliminary and final design.

Description: Prepare a base plan identifying locations and elevations of all physical features, right-of-way, and existing profiles in Auto CAD Civil 3D format.

Deliverables: *Base plan for review and verification*

Subtask 3.2 Preliminary and Final Design Plans and Specifications

Objective: Complete preliminary and final design.

Description: Prepare preliminary and final plans and specifications to city and county standards in coordination with city and county staff. Major design components to include the following:

- Gravity sanitary sewer design
- Incorporation of trenchless utility design where applicable
- Roadway alignment and width
- Alignment geometry that meets county standards for designated design speed
- Cross-sections at 50-foot intervals, driveways, and critical design locations
- Existing location and elevations of all existing utilities
- Analysis of existing city utilities and incorporation of rehabilitation measures where appropriate
- Location of signing and striping
- Preparation of Stormwater Pollution Prevention Plan (SWPPP), including plan sheets and specifications
- Preparation of traffic control and construction phasing plan with an emphasis on coordination with other projects affecting traffic in the city's Northwest Area.
- Preparation of statement of estimated quantities including street, utilities, and miscellaneous construction items, all consistent with the city's standard specifications and specifically, the city's method of measurement and payment

Deliverables: *Preliminary and final plans*



Subtask 3.3 Private Utility Coordination

Objective: Coordinate with private utility stakeholders throughout the project.

Description: Hold private utility coordination meetings during preliminary design, final design, and construction. Adjust designs where appropriate to avoid major utility conflicts. Work with private utility owners to adjust or relocate facilities when necessary.

Deliverables: *Not applicable*

Subtask 3.4 Prepare Contract Documents

Objective: Prepare contract documents based on city standards.

Description: Work with city staff to prepare the overall contract documents for bidding and construction purposes. Documents will include the following:

- Plans
- Standard city and county specifications
- Standard city and county details
- Special provisions for street and utility construction
- Bidding schedule

Deliverables: *Electronic and paper copy of final plans and specifications*

Subtask 3.5 Submit to City and County for Review and Approval

Objective: Submit final plans and specifications to city and county for review and approval.

Description: Work with city staff to submit multiple copies of plans and specifications for final city staff approval.

Deliverables: *Preliminary and final plans at 50%, 75%, and 100% complete stages; statement of estimated quantities; and meeting notes from all design review with city staff*

Subtask 3.6 Obtain All Required Permits

Objective: Obtain approval on all required permits.

Description: Prepare permit applications, secure city signature, and submit to governing agencies. Permit fees to be paid for by the city.

Deliverables: *Copies of all submitted permits, including cover letters*

Subtask 3.7 Prepare Opinion of Probable Construction Costs

Objective: Prepare opinion of probable construction cost.

Description: Use past City of Inver Grove Heights bid information, current contractor pricing, overall knowledge of the city, local contractors, and site conditions. We will prepare an opinion of probable construction cost.

Deliverables: *Electronic and paper copy opinion of probable cost*

Task 4: Bidding Administration

Subtask 4.1 Prepare Advertisement for Bids and Submit to Required Publications

Objective: Prepare an advertisement for bids.

Description: City staff will prepare and submit to required publications.

Deliverables: *Not applicable*

Subtask 4.2 Distribute Plan Sets

Objective: Distribute plans to potential bidders.

Description: City staff will prepare and submit to required publications.

Deliverables: *Electronic and paper copies of plans and specifications*



Subtask 4.3 Answer Bidders' Questions

Objective: Answer all bidders' questions.

Description: Answer all written and verbal questions from potential bidders.

Deliverables: *Not applicable*

Subtask 4.4 Issue Addenda

Objective: Prepare addenda.

Description: Prepare addenda for distribution by the city.

Deliverables: *Addenda in electronic and paper copy versions*

Subtask 4.5 Bid Opening and Tabulation

Objective: Assist the city with bid opening.

Description: Attend bid opening.

Deliverables: *Not applicable*

Subtask 4.6 Prepare Letter of Award Recommendation

Objective: Award contract to contractor.

Description: Prepare letter of award recommendation.

Deliverables: *Letter of award*

Task 5: Meetings and Public Involvement

Objective: Contribute in the public involvement plan and coordinate with adjacent property owners.

Description: Work with city staff on public involvement plan and attend informational meetings to identify key project issues and concerns from adjacent property owners and developers. Incorporate information into the design.

Deliverables: *Copies of meeting notes and any necessary project analysis*

Task 6: Construction Services

Subtask 6.1 Construction Administration

Objective: Perform limited construction administration.

City staff will be responsible for daily construction inspection and contract management.

Description: The project manager will perform the following construction administration responsibilities:

- Facilitate preconstruction meeting
- Perform on-site review pertaining to work and progress
- Attend weekly progress meetings as needed
- Prepare change orders and written directives
- Approve shop drawings, material lists, and suppliers
- Review and approve pay requests

Deliverables: *Copies of meeting notes, change orders, directives, shop drawings, materials lists, suppliers' lists, and pay requests*

Subtask 6.2 Field Staking

Objective: Complete necessary construction staking.

Description: Survey crews will complete construction staking on the following features:

- Construction limits and right-of-way
- Grading
- Retaining wall(s)
- City utilities
- Concrete curb and gutter
- Signage
- Miscellaneous infrastructure features

Deliverables: *Construction stakes and documentation of all survey points installed*



Task 7: Project Close-Out

Subtask 7.1 Conduct Final Review of Project

Objective: Review project site with the city and contractor.

Description: Walk site with project stakeholders and identify any punchlist items that need to be addressed. Review any punchlist items until acceptable by the city.

Deliverables: *Copy of any punchlist items*

Subtask 7.2 Prepare Letter of Final Acceptance

Objective: Prepare final acceptance of the project by the city.

Description: Prepare letter of final acceptance and ensure all bonds, liens, waivers, and IC 134 Forms have been completed and submitted by the contractor.

Deliverables: *Copies of all final paperwork and acceptance letter*

Subtask 7.3 Obtain Record Information from Field Representatives

Objective: Obtain record drawing information from field representatives.

Description: Gather field information prepared by the contractor and subcontractors for use in preparing record drawings.

Deliverables: *Copies of all field information obtained from the contractor*

Subtask 7.4 Prepare Record Drawings

Objective: Prepare final record drawings.

Description: Prepare record drawings in electronic format.

Deliverables: *Electronic and paper drawings*

**WE DELIVER
THE RIGHT
SOLUTIONS.**

Through collaboration, we identify the best solutions for each project, incorporating innovation based on your objectives.



DETAILED FEE ESTIMATE

The following tables summarize the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Summary of Hours

Client: City of Inver Grove Heights Project: 80th Street Sanitary Sewer Extension		Bolton & Menk, Inc.						
Task No.	Work Task Description	Project Manager	Project Engineer	Senior Engineering Technician	Design Engineer	Project Surveyor	Survey Technician	Totals
1.0	Topographic Survey							
1.1	Topographic Survey					12	18.5	112
	Subtotal Hours - Task 1	0	0	0	0	12	18.5	112
2.0	Geotechnical Exploration							
2.1	Geotechnical Exploration				By Others			0
	Subtotal Hours - Task 2	0	0	0	0	0	0	0
3.0	Design							
3.1	Existing Plans			6				6
3.2	Preliminary and Final Design	20	80	150	150			400
3.3	Private Utility Coordination		16	8	8			32
3.4	Prepare Contract Documents		8	20	16			44
3.5	Submit to City and County for Review			20				20
3.6	Obtain All Required Permits		6					6
3.7	Prepare Opinion of Probable Cost		6		16			22
3.8	ROW Acquisition Support	6	8	8				22
	Subtotal Hours - Task 3	26	124	212	190	0	0	552
4.0	Bidding Administration							
4.1	Prepare Advertisement for Bids		4					4
4.2	Distribute Plan Sets		4					4
4.3	Answer Bidders' Questions	1	6					7
4.4	Issue Addenda		4					4
4.5	Bid Opening and Tabulation		3					3
4.6	Prepare Letter of Award Recommendation		2					2
	Subtotal Hours - Task 4	1	23	0	0	0	0	24
5.0	Meetings and Public Involvement							
5.1	Meetings and Public Involvement	16	16		2			34
	Subtotal Hours - Task 5	16	16	0	2	0	0	34
6.0	Construction Services							
6.1	Construction Administration		40					40
6.2	Construction Staking					4.5	7.5	92
	Subtotal Hours - Task 6	0	40	0	0	4.5	7.5	132
7.0	Project Close-Out							
7.1	Conduct Final Review of Project		4					4
7.2	Prepare Letter of Final Acceptance	2						2
7.3	Obtain Record Information from Field Reps			2				2
7.4	Prepare Record Drawings			6				6
	Subtotal Hours - Task 7	2	4	8	0	0	0	14



Detailed Fee Estimate

PROJECT DESIGN

Client: City of Inver Grove Heights Project: 80th Street Sanitary Sewer Extension		Bolton & Menk, Inc.								
Task No.	Work Task Description	Project Manager	Project Engineer	Senior Engineering Technician	Design Engineer	Project Surveyor	Survey Technician	Survey Crew	Total Hours	Total Cost
1.0	Topographic Survey	0	0	0	0	12	18.5	112	142.5	\$18,090
2.0	Geotechnical Exploration	By Others							0	\$0
3.0	Design	26	124	212	190	0	0	0	552	\$67,310
4.0	Bidding Administration	1	23	0	0	0	0	0	24	\$2,920
5.0	Meetings and Public Involvement	16	16	0	2	0	0	0	34	\$4,698
6.0	Construction Services*	0	40	0	0	4.5	7.5	80	132	\$16,580
7.0	Project Close-Out	2	4	8	0	0	0	0	14	\$1,840
Total Hours		45	207	220	192	16.5	26	192	898.5	
Average Hourly Rate		\$160.00	\$120.00	\$130.00	\$109.00	\$140.00	\$100.00	\$130.00		
Subtotal		\$7,200	\$24,840	\$28,600	\$20,928	\$2,310	\$2,600	\$24,960		
Total Fee									\$111,438	

*Assumes 5 hours per week project administration for 8 weeks

*Includes Construction Staking

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing and Resolution to consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2 and the Adoption of a Capital Improvement Plan for 2017-2021

Meeting Date: December 11, 2017
 Item Type: Public Hearing
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

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

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

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

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

2017 through 2021

Five-Year Capital Improvement Plan for the
City of Inver Grove Heights, Minnesota

December 11, 2017

Prepared by:

Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113



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PROPOSED CIP BOND ISSUESAPPENDIX B

PRE-SALE SCHEDULEAPPENDIX C

City of Inver Grove Heights
Five-Year Capital Improvement Plan
2017 through 2021

I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the usual referendum requirement (except for the so-called “reverse referendum” described below). The CIP Act applies to capital improvements consisting of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “capital improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means, and are not governed by this plan.

II. PURPOSE

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of 5 years or more. For the purposes of the CIP Act, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”) is a document designed to anticipate capital improvement expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. A CIP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Inver Grove Heights, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Good planning is essential for the wise use of limited financial resources.

The Capital Improvement Plan may be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipated future capital expenditures and funding sources.

III. THE CAPITAL IMPROVEMENT PLANNING PROCESS

The process begins with analysis of the City's five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at an early stage, if desired.

The City Council then directs staff or consultants to prepare a plan that sets forth the estimated schedule, timing and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and the sources of revenue for the improvement. The City Council then holds a public hearing on the CIP, with notice published not more than 30 days and not less than seven days for the hearing (except as described below). The Council may either approve the CIP immediately after the hearing, or based on input may make revisions and approve the CIP at a later meeting.

If the CIP calls for general obligation bonds to finance certain improvements, the City Council must follow an additional set of procedures. The Council must hold a public hearing regarding issuance of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site. (The public hearings on the CIP and the bonds may be combined into a single hearing, in which case the notice requirements for bonds must be followed.)

The Council must approve the sale of CIP bonds by a 3/5ths vote of its membership. However, the bonds are subject to a so-called "reverse referendum:" if a petition signed by voters equal to at least five percent of the votes cast in the City in last general election is filed with the City Clerk within 30 days after the public hearing regarding the bonds, the bonds may not be issued unless approved by the voters (by a majority of those voting on the question). Further, the maximum debt service in any year on all outstanding CIP Bonds is .16% of the estimated market value of property in the city, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and bonds have been authorized, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified

revenue sources) become available, the expenditures for specified capital improvements can be made.

In subsequent years, the process is repeated as expenditures are completed and as new needs arise. Capital improvement planning looks five or more years into the future from the date of the CIP.

IV. PROJECT SUMMARY

The expenditures to be undertaken with this CIP are limited to those listed below. All other foreseeable capital expenditures within the municipal government will come through other means. The following expenditures have been submitted for inclusion in this CIP:

2017 Expenditures

- Land acquisition and project costs related to construction of Fire Station #2

2018 Expenditures

- Project costs related to construction of Fire Station #2

2019 Expenditures

- Project costs related to construction of Fire Station #2

2020 Expenditures

- None contemplated at this time

2021 Expenditures

- None contemplated at this time

The CIP Act requires the City Council to consider eight factors in preparing the CIP:

1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvements.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the addition of Fire Station #2 through the issuance of CIP Bonds. The findings are as follows:

PROJECTS

Conditions of City Infrastructure and Need for the Projects

The City commissioned a report entitled "Analysis of Fire Station Locations for the City of Inver Grove Heights" to evaluate fire facility needs. This report is attached as Exhibit A. The report found that certain areas within the City are experiencing longer response times, existing facilities are not in proximity to existing fire fighters, and that anticipated future population growth will exacerbate the needs.

The Analysis of Fire Station Locations for the City of Inver Grove Heights recommends a new station location that can respond to underserved populations within the City, is conveniently located with proximity to existing fire fighters and serves areas of the City that are expecting future growth.

Demand for Projects

The Analysis of Fire Station Locations for the City of Inver Grove Heights identifies anticipated population growth and areas that will require enhanced response times as drivers for demand for the new fire station. The report in Appendix A outlines this in greater detail.

Estimated Cost of the Projects

The total cost for the fire station project is estimated to be approximately \$10.4 million. At this time the project has not been bid.

Availability of Public Resources

The City plans to fund the project through the issuance of up to \$12,500,000 in General Obligation Bonds. This total bond issue amount allows for bids to come in approximately 15% above the estimated cost of \$10.4 million.

Approval of this CIP does not commit the City to award bids or proceed with the project.

Level of Overlapping Debt

Taxing District	2016/17 Taxable Net Tax Capacity	% in City	Total GO Debt	City's Proportionate Share
Dakota County County	\$ 42,417,622	77.2273%	\$ 20,910,000	\$ 16,148,228
ISD No. 196 (Rosemount-Apple Valley-Eagan)	\$ 155,699,716	5.2378%	\$ 158,470,000	\$ 8,300,342
ISD No. 197 (West St. Paul-Mendota Heights-Eagan)	\$ 57,669,437	0.7822%	\$ 37,860,000	\$ 296,141
ISD No. 199 (Inver Grove Heights)	\$ 25,883,037	93.3106%	\$ 60,495,000	\$ 56,448,247
Metropolitan Council	\$ 3,696,732,996	0.8861%	\$ 186,185,000	\$ 1,649,785
City's Share Total of Overlapping Debt				\$ 82,842,744

Relative Costs and Benefits of Alternative Uses of the Funds

Upon establishing the need for a new fire station facility, the City explored several alternatives for a facility that provides the level of service necessary for residents. These alternatives included several different locations for the facility. The report included in Appendix A further details the analysis of alternatives.

Operating Costs of the Proposed Improvements

The operating cost of the new facility is unknown at this point. The new facility will be designed to achieve maximum savings through energy efficiency and service delivery. Because it is a new, additional facility, overall operating expenses are expected to be higher than the current facility.

Options for Shared Facilities with Other Cities or Local Government

Providing fire protection services requires geographic proximity to the area that is served, making it difficult to share facilities with other jurisdictions. The City, however, intends to explore opportunities to leverage this investment and share with other cities or local governments. Inver Grove Heights has discussed the possibility of a shared training facility with Northern Dakota County cities as one possibility. In addition, the City continues a dialogue with Dakota County regarding consolidation of county services and public safety training facilities. Fire station #2 and the surrounding property may offer a future shared facility opportunity with these entities.

V. FINANCING THE CAPITAL IMPROVEMENT PLAN

The total principal amount of requested expenditures under this Capital Improvement Plan is \$12,500,000. This amount represents the maximum principal amount of CIP Bonds that may be issued to finance a new fire station facility. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds, further described in Appendix B.

At this time, the City anticipates issuing non-Bank Qualified (BQ) bonds in one year due to the small spread in interest rates between BQ and non BQ bonds. However, if prior to the call for the sale of bonds, the spread increases significantly, thus increasing overall financing costs, the Council in its own discretion may determine that it should issue BQ bonds over a two (2) year period.

In the financing of the Capital Improvement Plan, two significant statutory limitations apply.

1. Under Chapter 475, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's estimated market value for the municipality. In the City, the estimated market value is \$3,462,768,500. Therefore, the total amount of outstanding debt cannot exceed \$103,883,055. These values are for 2016/17 tax year. As of November 1, 2017, the City has \$8,775,000 subject to the legal debt limit (this amount includes the City's 2009A and 2016A bonds). Once the 2018A bonds are issued, the City will have up to 21,275,000

subject to the legal debt limit. As such, issuance of the CIP Bonds will be within the overall statutory debt limit for the City.

2. A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$5,540,430 for the 2016/17 tax year ($\$3,462,768,500 \times .0016$). The annual principal and interest payments on the CIP Bonds proposed to be issued under this CIP will average approximately \$868,000. The annual debt service on the City's other outstanding CIP bonds averages approximately \$700,000. As such, debt service on all the City's CIP Bonds will be well within the annual limits under the CIP Act.

Details regarding the proposed terms of the CIP Bonds under this CIP are shown in Appendix B. A schedule of events for approval of the CIP and issuance of the CIP Bonds is shown in Appendix C.

Continuation of the Capital Improvement Plan

This Capital Improvement Plan should be reviewed annually by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

ANALYSIS OF FIRE STATION LOCATIONS FOR THE CITY OF
INVER GROVE HEIGHTS



DRAFT REPORT December 20, 2011

Analysis of Fire Station
Locations for the City of
Inver Grove Heights

TriData Division 

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Executive Summary

Introductions and Acknowledgements

On May 9th of 2011, the City of Inver Grove Heights contracted with the Team of DLR Group, TriData Corporation and Bonestroo to perform an analysis of station locations for the City of Inver Grove Heights Fire Department. The intent of the study is to analyze the Inver Grove Heights Fire Department's current fire and EMS response, determine existing risks and propose new locations for a future fire station that will resolve any deficiencies identified by the study that may exist currently or are likely to develop in the future.

In the course of the study, the team met with a number of people from the City of Inver Grove Heights that provided valuable data and insight into the City and the Fire Department. Some of those individuals include:

Judy Thill, Fire Chief

Eric Bergum, Deputy Fire Chief

Joe Lynch, City Administrator

Jenelle Teppen, Assistant City Administrator

Tom Link, Community Development Director

Jim Sweeney, Utility Superintendent

Scott Thureen, Public Works Director

Barry Underdahl, Streets Maintenance Superintendent

The data and insights into the City of Inver Grove Heights, the Fire Department, and current and future growth potentials provided by these individuals were invaluable in the development of this report.

Process

The study process utilized includes three major steps:

1. Data gathering and analysis including a review of past fire and EMS call data, City Zoning and Comprehensive Plans, demographic data and growth patterns.
2. Development of a risk and response time analysis to determine where potential risks exist in the City and what potential response times would be to respond to those areas and to the City in general.
3. Determination of potential sites meeting requirements necessary to meet the needs of a future fire station.

Major Findings

The data gathering and risk analysis portions of the study produced the following major findings:

1. Portions of the industrial properties in the southeast quadrant of the City are experiencing longer response times than industry standards leading to potentially increased insurance costs for high-risk properties due to less favorable ISO ratings. See **Figure 7**.
2. Portions of the southern half of the City are experiencing response times from Inver Grove Heights Fire Department that exceed recommendations from NFPA. See **Figure 7**.
3. The majority of the current compliment of fire fighters lives in the middle and eastern portions of the City. The ability of fire fighters to respond to the stations is a major consideration in locating the new facility. See **Figure 8**.
4. The City of Inver Grove Heights Comprehensive Plan projects the following for growth over the next several decades:
 - a. The northern third of the City will experience slow and limited growth.
 - b. The eastern half of the City will experience slow and limited growth.
 - c. The south half will experience little growth.
 - d. The southeast industrial corridor will moderate growth.
 - e. The northwest quadrant of the City will experience steady and more aggressive growth.

See **Figure 4**.

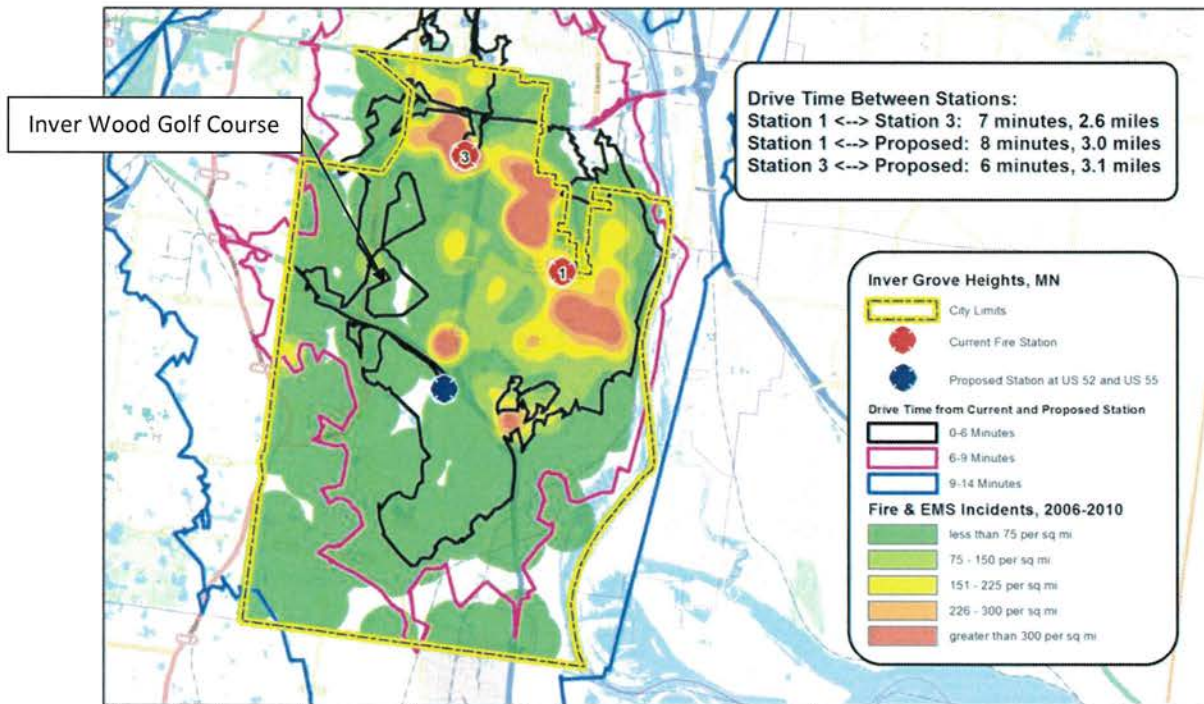
Ideally the new station location will improve response to the underserved portions of the City, be located to provide easy and convenient access to the fire fighters, and serve the areas of the City that are expecting future growth.

Conclusions

Analysis of GIS data provided by the City determined that a new fire station located south of the Highway 55 and 52 interchange on Courthouse Boulevard East between Barnes Avenue East and Concord Boulevard East would provide the best possible location for a balanced fire and EMS response to the City in general. It will improve the current long response times to the southeast industrial properties and the southern residential properties which now fail to meet NFPA standards. When combined with the existing stations, it will provide response to the future growth in the northwest quadrant.

This proposed station location when combined with the existing stations, shows a well balanced response that provides an acceptable level of coverage to meet the requirements of NFPA 1720. **Figure 1** is a summary of the combined fire and EMS call data, the location of the two existing stations, the proposed new station, and expected response times for the proposed configuration of the facilities. **Figure 1** also includes information regarding the distance in both miles and drive time between the three (two existing and one proposed) fire stations. The body of the reports contains detailed analysis of this data as well as additional support for these conclusions.

Figure 1 Summary Call Data and Response Time Map



The proposed new station location indicated in **Figure 1** offers the following improvements to the City of Inver Grove Heights fire protection plan:

1. It addresses the current service needs to the high risk industrial properties in the south east quadrant of the City.
2. It addresses current service needs per industry standards to the southern half of the City.
3. It is located such that fire fighters can easily access the station along major arterial roadways in the City passing through a minimum of controlled intersections and without passing existing stations.
4. It provides service per industry standards to the northwest quadrant of the City that is planned for the most growth in the coming decades.

It should be noted that other proposed new station locations that moved the station north and west of the herein proposed location risk providing too little coverage in the south or southeast quadrants and required responding fire fighters to pass one or both of the existing stations in order to respond. While the study notes that future growth in the City will increase residential and commercial density in the northwest quadrant, it is also expected that it will be some time before there is adequate emergency call volume to support a new fire station there or residential growth sufficient to provide housing for future volunteer fire fighters to staff the new station.

The proposed station location south of the Highway 55/52 interchange on Courthouse Boulevard East between Barnes Avenue East and Concorde Boulevard East provides the best possible fire services coverage today as well as for the future for all the businesses, industries, and citizens of Inver Grove Heights.

Specific Site Recommendations

The study identified four potential sites that exist in the area of the City identified by the risk analysis and response time portion of the study that meet the minimum requirements developed for a potential new station location. In all cases these properties represent more total acreage than would be necessary for a new fire station. The report identifies portions of each property that could be acquired for the use of the Fire Department.

Finally, the report recommends two of the sites that provide the best potential for purchase by the City as a location for the new fire station:

1. 8680 Courthouse Boulevard East
2. 2574 90th Street East.

See **Figure 11**, Potential Fire Station Sites.

Some of the qualities that these sites possess that make them superior to others include:

- Availability: Either for sale or owned by the State of Minnesota.
- Location: As far west as possible within the selection zone identified to best serve future growth in the northwest quadrant.
- Site Characteristics: Require less investment in grading and infrastructure than others.

See **Table 3** for a detailed review of all sites.

Introduction

Background

Inver Grove Heights currently delivers fire services from two stations: Station #1 is located at 7015 Clayton Avenue and was constructed in 1987. Station #3 is located at 2059 upper 55th Street and was constructed in 1970 and added onto in 1980. There was also a Station #2 located at 65th and Concord, but this facility was closed in the late 1970's.

The City of Inver Grove Heights utilizes a paid on-call response system with three career personnel: fire chief, fire marshal and a part-time administrative assistant. The current complement includes approximately 60 paid on-call fire fighters. Emergency operations are based on calling volunteers (paid on-call members) for responses on an as-needed basis or an "all call" system.

Apparatus includes:

- 3 engines – includes 75' quint
- 1 ladder
- 2 tenders
- 1 rescue
- 2 brush rigs
- 1 squad
- 1 utility unit

Also included are staff units, trailers, and other support units.

The IGHFD responds to about 1,200 calls annually within the 32 square mile response district and has an ISO public protection classification of four in the hydranted areas.

Scope of Work

Inver Grove Heights requested the assistance of an outside professional service to conduct an analysis of potential future fire station locations in the jurisdiction. The scope of work included: Determining (for each hazard classification identified in the City) the following critical service benchmarks:

- A. Appropriate location
- B. Response times for fulfilling – both present and anticipated – ISO response requirements for Engine and Ladder Companies

Identifying participation of any additional stakeholders in the process and the added potential value realized.

Barriers to acquisition or use of each option identified. Recommendations are provided based on ISO, NFPA, CPSE, ICMA, and industry standards for comparable size U.S. cities with an

ISO Class 4/9 rating or better. Response time is defined as the time from the 911 call until the determined number of personnel and apparatus have arrived on scene.

Implementation of a master Fire Department location program to meet the service benchmarks identified in item 1 above.

Report Structure

This report consists of three chapters:

Chapter 1 – Risk and Demand Analysis: This chapter will analyze the current and future risks in the City and review previous demands for service to develop an envelope of future demand for service.

Chapter 2 – Fire Department Analysis: This chapter will review the current structure, operations, and administration of IGHFD to develop a plan for the future which will provide the same high level of service delivery to the citizens that they are now receiving from IGHFD.

Chapter 3 – Future Service Delivery Options: This chapter will include options for station locations for the near and long-term needs of Inver Grove Heights. It will also present service delivery options for the future which will provide mechanisms to keep fire service delivery at the same high level of performance that is now seen in IGHFD.

Chapter 1 – Risk and Demand Analysis

Population Growth and Development

Inver Grove Heights has had an increasing population for the last 40 years at a fairly steady rate.

Figure 2 shows us actual and projected population growth from 1970 to 2014. Inver Grove Heights had a population of 33,880 in the 2010 Census and it is expected that over the next four years this population will grow another five percent to 35,554.

Figure 2: Actual (solid) and Projected (dashed) Population, 1970-2014

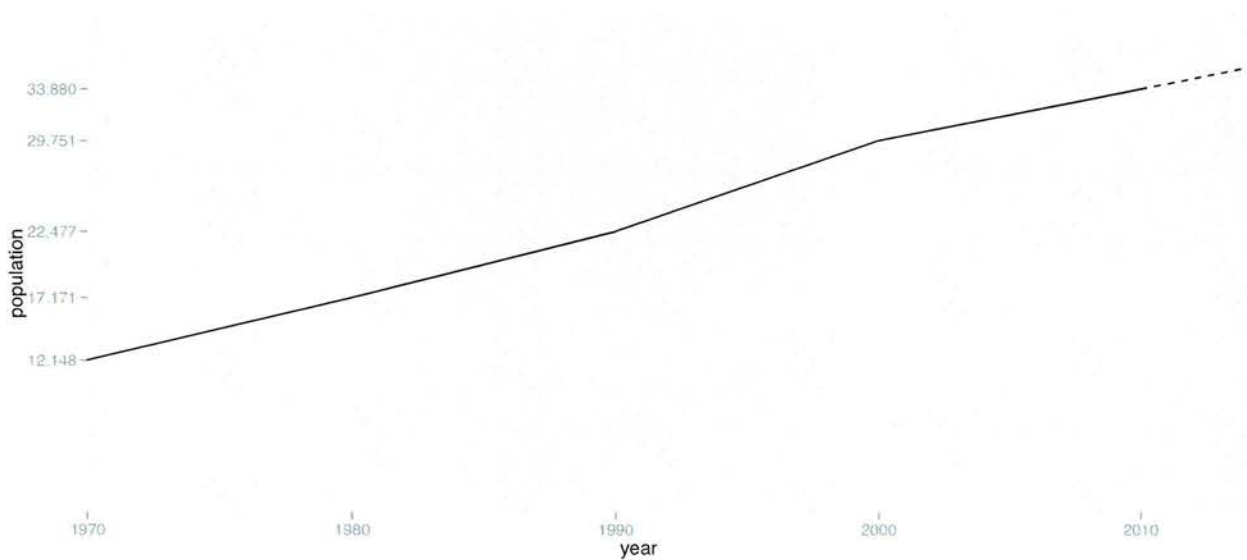
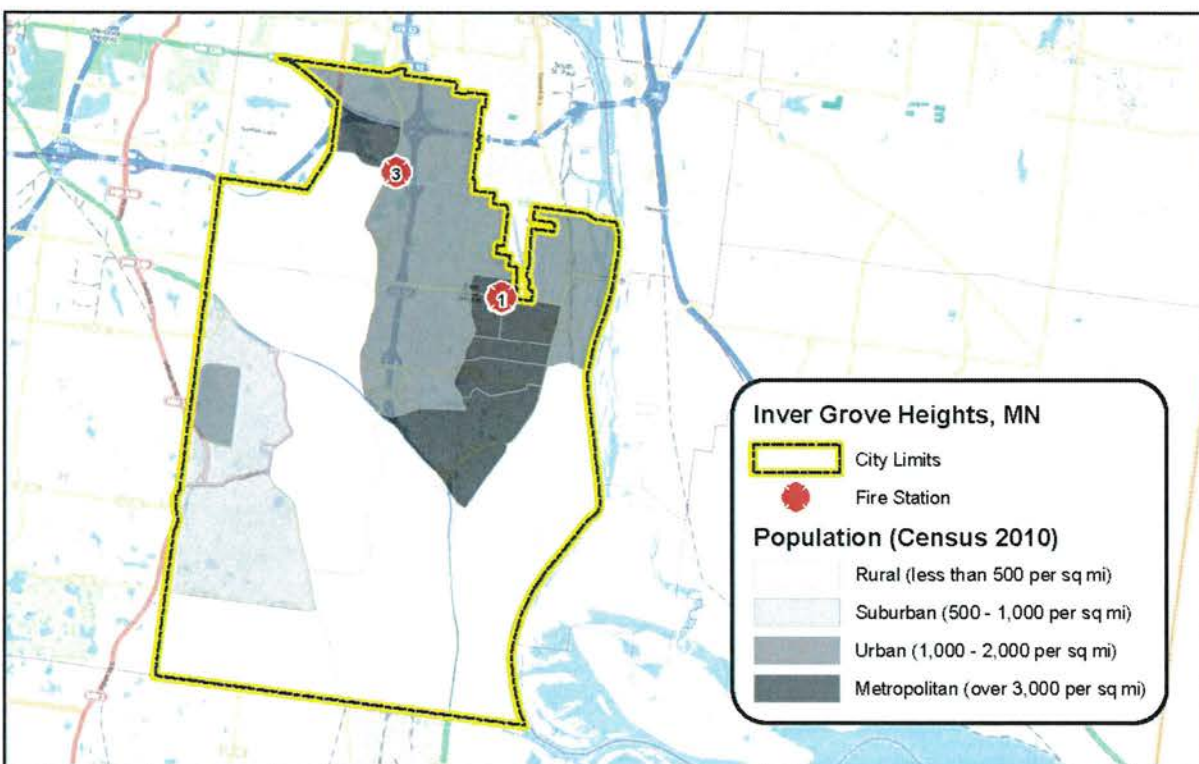


Figure 3 shows us the current population density (compiled using 2010 United States Census data). The map shows that Inver Grove Heights, unlike most other cities (which usually have very homogeneous population densities), has a large spectrum of population densities ranging from rural to metropolitan. The key for providing good fire service is to make sure that apparatus deployment is tailored to these differences in population density. Generally, the area south of Courthouse Boulevard (US 55) is rural with the areas of higher population density located above Courthouse Boulevard and east of Babcock Trail. There is significant planned growth over the next decade west of Babcock Trail. Both the current population distribution and planned development areas will be particularly important when looking at alternative station location configurations.

Figure 3: Population Density, Census 2010



Future population density as projected by the City of Inver Grove Heights Comprehensive Plan of 2010 indicates a relatively stable growth pattern for the City. Most areas of the City are designated as Established Development or Rural Development. These areas are either mostly built out or designated as low density residential that will likely see slow and steady growth over the coming decades.

Only the northwest quadrant of the City is indicated as a Future Growth Area. The northwest quadrant is projected for mixed-use retail, residential, commercial, and industrial land uses with steady if not aggressive growth in the coming years.

Fire service to these future growth areas, specifically the northwest quadrant, will increase as density increases. Studies conducted by the City indicate a total build-out of the following:

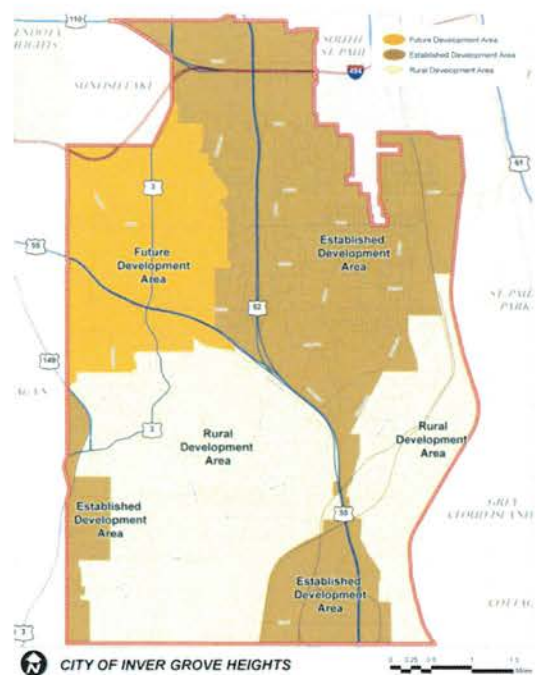
- 7,054 residential units
- 2,214,625 square feet of retail and service commercial development
- 2,384,910 square feet of industrial development

These levels are anticipated by the year 2035 with most of this development expected after the year 2020.

A common benchmark indicating need for a new fire station, or modification of fire service model, would be if an area is receiving more than 500 emergency service calls per year. It is not anticipated that the northwest quadrant would reach that level until after the year 2025. A new station to serve this area would best work with the existing infrastructure to share coverage of the northwest quadrant with existing Station #3 with a goal of providing service of current limited need, but continuing to meet service benchmarks as growth occurs.

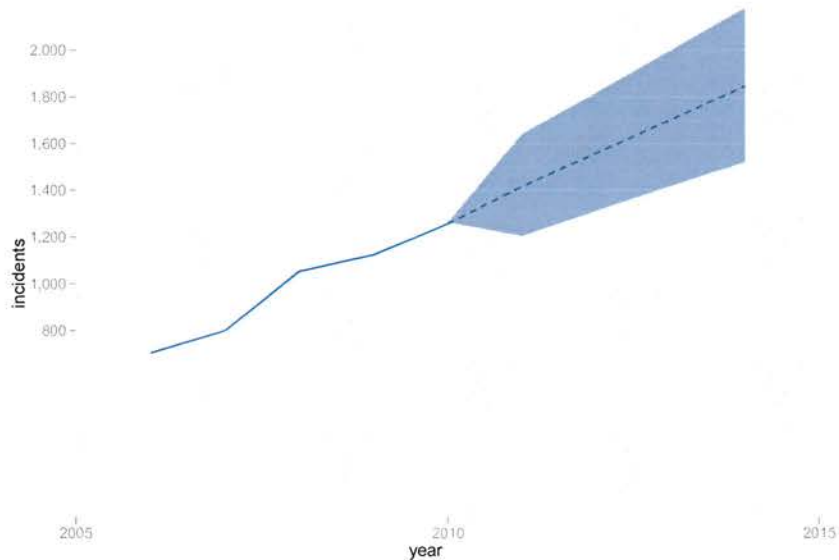
Incident Type Trends

Figure 5 shows total incident trends over the last five years. The solid line shows actual incident totals, the dashed line shows predicted incident totals, and the shaded blue area shows the 95 percent confidence interval for the predicted totals (meaning there is a 95 percent chance that the total incidents will fall within the blue shaded area). An incident is described as any call involving the dispatch of the fire department including: structure fires, rescues, accidents, good intent, false alarms and EMS. The significant finding in this data is the rate at which emergency service incidents are increasing. Total emergency service incidents increased from 705 in 2006 to 1257 in 2010, an almost 80 percent increase in only five years. Using a multi-linear regression technique, we predict that fire department incidents will continue to increase over the next years.



**Figure 4: Future Development Density Projections
– Inver Grove Heights Comprehensive Plan 2030**

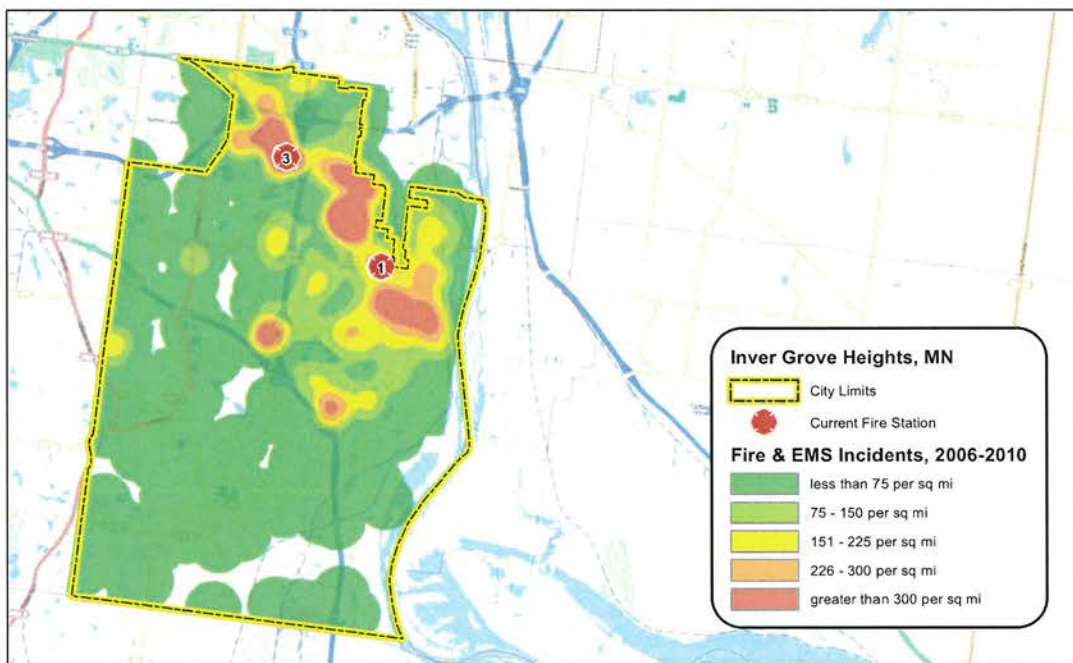
Figure 5: Incident Trends by Year, 2006-2010



Geospatial Mapping of Fire and EMS Demand

This section shows fire and EMS incident densities using GIS software. This allows us to pinpoint high-demand areas. **Figure 6** shows the combined fire and EMS incident densities.

Figure 6: Total Incident Density, 2006-2010



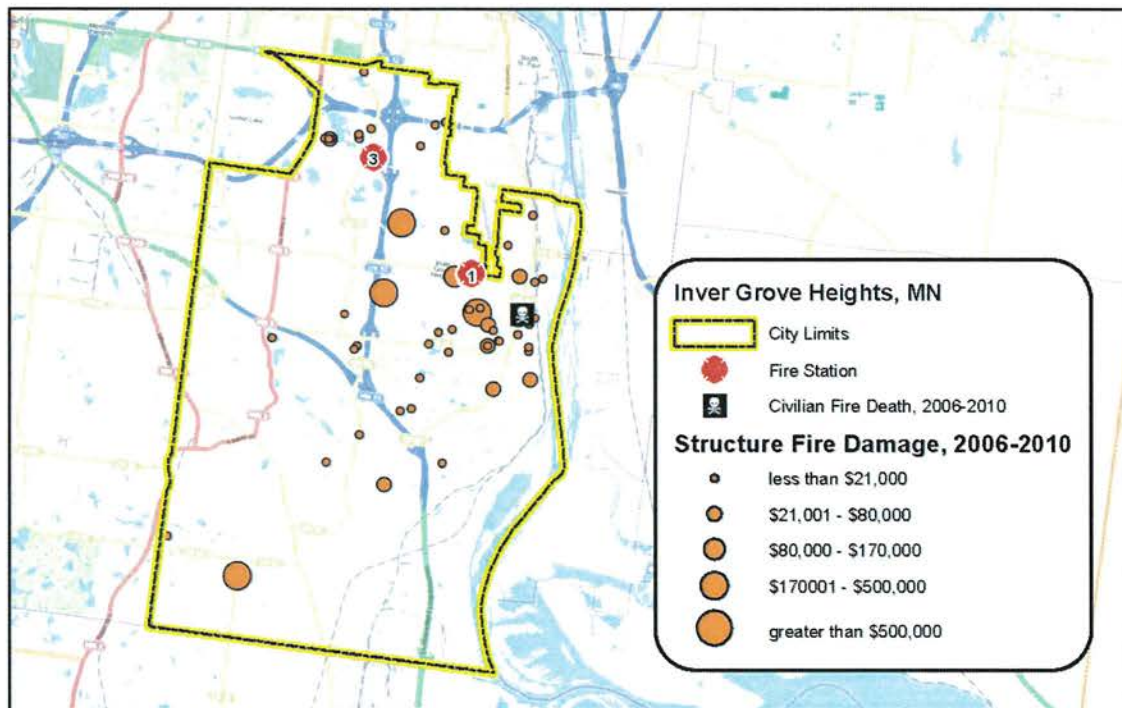
Based on the total incident density map, we identified the following high demand areas:

- Area around 80th Street and Highway 52
- The area generally surrounded by 72nd Street East to the north, 80th Street East to the South, Clayton Avenue to the West and Dickman Trail to the east
- The area around the intersection of Cahill Avenue East and 65th Street East
- The area around Lake Cove Village, Greystone Heights and Salem Green Apartments

Designation as a high incident demand area does not necessarily mean an area is any less safe than other areas of the City. Incident density typically tracks with general population density or other call generators such as nursing homes, major intersections, construction sites and industrial areas where increased density will naturally lead to increased chance of accidents and fires.

Figure 6 shows us the location of all structure fires and associated fire loss (dollar loss and deaths.)

Figure 6: Structure Fires, 2006-2010

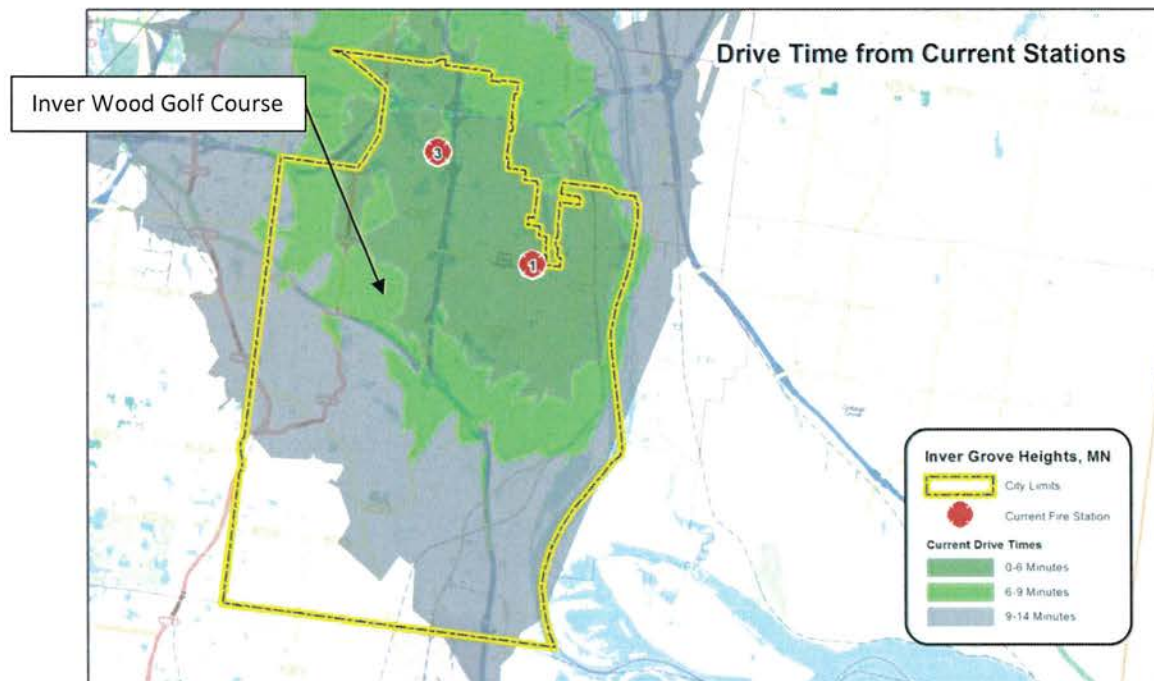


Station Location Analysis

In this section we present an analysis of fire station locations using Geographic Information System (GIS) software (ArcGIS 10). **Figure 7** shows the theoretical travel time from the two current fire stations. Areas in dark green can theoretically be reached in 6 minutes, areas in light green in 9 minutes, and areas in grey can be reached in 14 minutes. According to NFPA 1720, the rural areas should have a total response time (dispatch to unit arrival) of less than 14 minutes, the suburban areas less than 10 minutes, and the urban and metropolitan areas less than 9 minutes. Assuming 4 minutes for volunteers to respond to the station and turnout, travel times should be around 10, 6, and 5 minutes for rural, suburban, and urban areas respectively. Although it appears that not all the urban areas (includes what we have categorized as “metropolitan”) are completely covered by a 5-minute drive time, the standard allows 20 percent of calls to exceed the response time standard. Because most of the areas of highest demand are near the station, Inver Grove Heights likely is meeting the NFPA 1720 standard for urban areas.

There are both urban and suburban areas on the west side of Inver Grove Heights, but responses to this area are handled by mutual aid agreement. The rest of Inver Grove Heights (predominantly the area south of US 55) is rural. Except for areas that are farther than 8 minutes from the nearest fire station (considered a remote area), travel times to this area should be about 10-minutes. It does not appear that coverage from the current stations meets this standard.

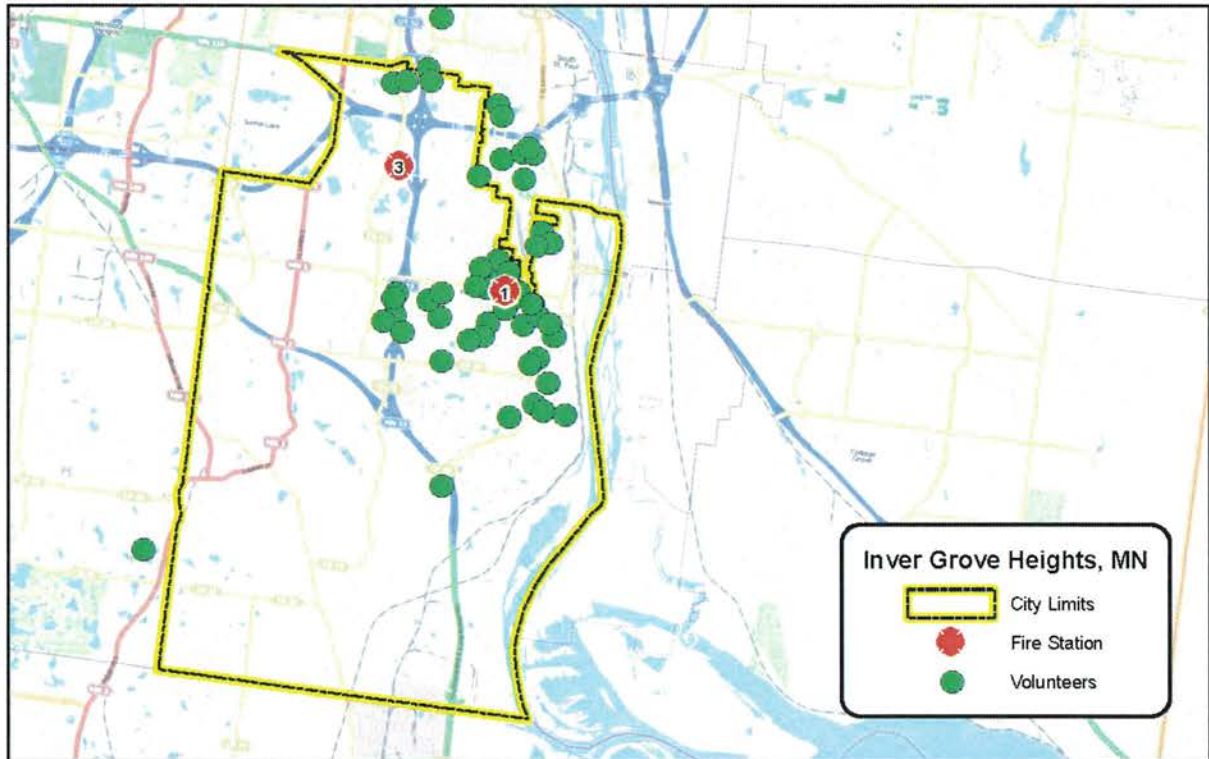
Figure 7: Current Station Layout



- All unshaded areas drive times exceed 14 minutes from the identified stations

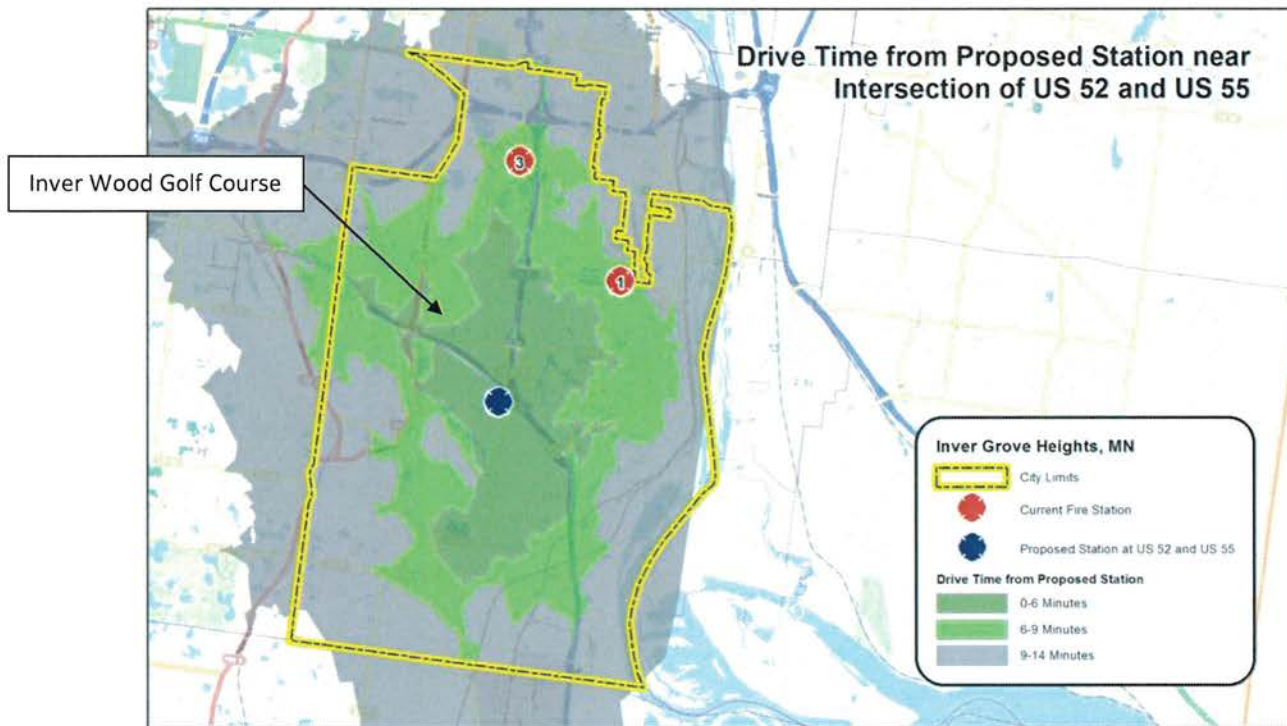
The location of volunteers as shown in **Figure 8** is also important to achieving the required response time because the clock is ticking while volunteers respond to the station. We have assumed a volunteer turnout time of four minutes when looking at appropriate travel times from stations. It appears that this assumption holds true for Station #1 which has many volunteers in close proximity. It is unlikely that enough volunteers to staff an engine can respond to Station #3 in four minutes and it is also likely that the lack of nearby volunteers is prolonging response times from this station.

Figure 8: Location of IGHFD Members



As a result of planned development in the northwest of Inver Grove Heights and the desire to provide generally better coverage, a centralized location as shown in **Figure 9**, near the intersection of US 52 and 55 is the best possible location of a new third station.

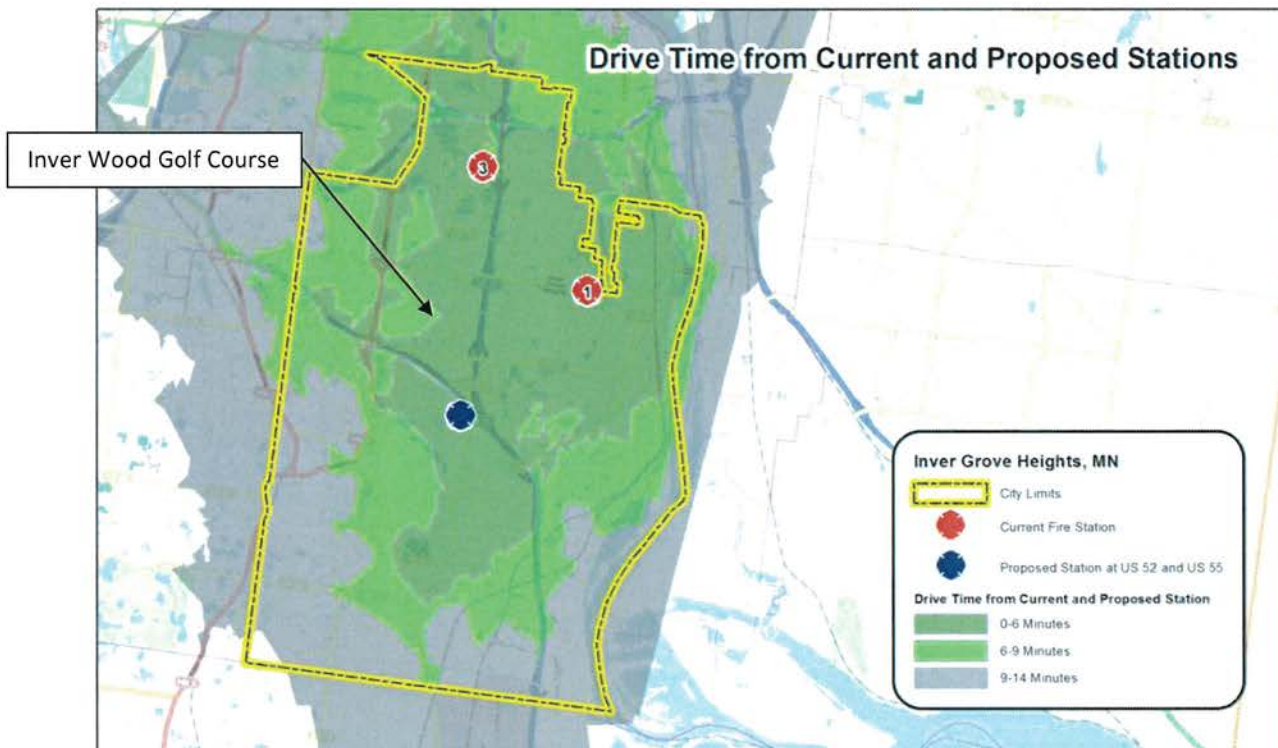
Figure 9: Drive time from Proposed Station near Intersection of US 52 and US 55



- All unshaded areas drive times exceed 14 minutes from identified station

This location provides improved coverage and fits well into a strategic plan to improve fire service deployment. **Figure 10** shows the improvement in coverage for the developed areas along US 55 and the more rural areas to the south. Where neither Station #1 nor Station #3 could meet the NFPA response time requirements to development areas near the Government Center at Highway 52 and 80th Street. (fire and EMS high demand area) or the shopping center at the intersection of Concord Boulevard East and Broderick Boulevard (EMS high demand area), the addition of the proposed third station would provide excellent coverage for these areas. Additionally, where Inver Grove Heights was not meeting the NFPA 1720 standard for its rural areas to the south, this new station would provide that needed coverage.

Figure 10: Drive Times from Current Stations and Proposed Station at Intersection of US 52 and US 55

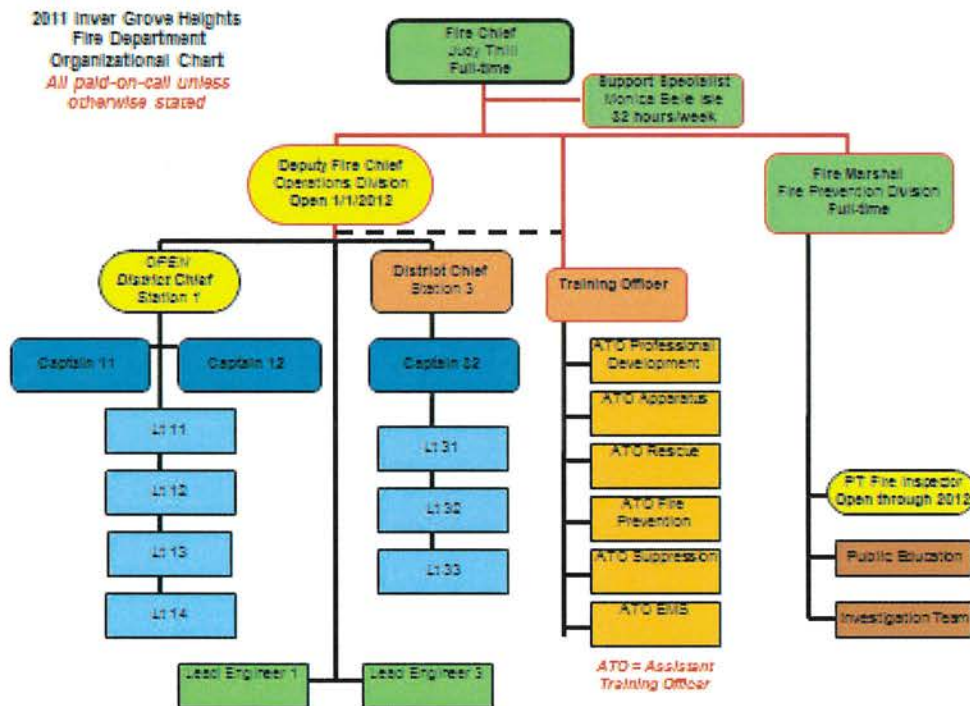


- All unshaded areas drive times exceed 14 minutes from identified station

Chapter 2 - Fire Department Analysis

Organizational Structure

Organizational Structure: Inver Grove Heights Fire Department is a combination career and paid-on-call department with career fire chief, fire marshal, and administrative assistant. All other positions are paid-on-call positions (60+). The organizational structure is displayed below:



Duties and Responsibilities: The chief is the only one of the three career positions that has the responsibility for responding to emergencies. The fire marshal only responds for fire investigations and alarm system issues. The administrative assistant has current training as a fire fighter, but does not respond to calls. The career positions are basically 8 a.m. to 5 p.m. weekdays. The chief is available for after-hours callback on significant incidents. However, because of the long response time to the southern part of the City and the fact the chief lives in that area, the chief responds to all calls in that area after-hours. The career chief officer position is responsible for departmental administration and operations as well as supervision of the paid-on-call staff. The fire marshal is responsible for fire code inspections, plan review, fire investigations and public education program development / delivery. The administrative assistant handles all records including payroll, personnel, finance, and inspections.

Paid-on-call personnel provide emergency response staffing for fire, rescue, and EMS incidents. Additionally they keep equipment and apparatus ready for emergencies and facilities clean, as well as, assist in training and public education program delivery. Paid-on-call personnel must respond to at least 15% of all fire calls on a quarterly basis and 67% of all scheduled training sessions including 100% of all required drills.

Organizational Effectiveness: The Inver Grove Heights Fire Department is a very effective and efficient operation. The use of paid-on-call personnel to provide 24/7 staffing gives the citizens an excellent value for the tax dollar spent in comparison to a fully career operation. This system also keeps the paid-on-call personnel interested in their duties as fire fighters and helps maintain critical operational skills. Morale is very good, the departmental roster is full, and applicants are plentiful. This is only the third such example of full rosters seen by the TriData analyst in over 100 volunteer fire departments studied in the past five years.

The key to maintaining this very efficient and effective operational model is recruiting and retaining volunteer / paid-on-call fire fighters. There are numerous professional organizations that have developed model programs that can be used in this recruitment and retention effort. There is no reason to "reinvent the wheel" if tried and proven programs exist to assist Volunteer fire-rescue organizations with these matters. The National Volunteer Fire Council at www.nvfc.org and the Fireman's Association of the State of New York (FASNY) at www.fasny.com both have quality programs and provide assistance that can help this program get started. From the Pennsylvania General Assembly, the Legislative Budget and Finance Committee developed an excellent report titled, *The Feasibility of Regionalizing Pennsylvania's Volunteer Fire Companies*. This report also provides some ideas and guidance pertaining to the recruitment and retention problems within the volunteer fire service.

Assistance can also be obtained through the Federal Emergency Management Association (FEMA) and the U.S. Fire Administration (USFA) at www.usfa.fema.gov. Both of these organizations have published numerous free reports on Recruitment and Retention among the Volunteer Fire Service. One such resource publication, *Recruitment and Retention in the Volunteer Fire Service: Problems and Solutions Final Report December 1998* outlines numerous programs and resources that have been tried and have proven successful throughout the nation.

Fire / Rescue / EMS Operations

Current System: Inver Grove Heights Fire Department uses a very innovative and efficient operational service delivery system for fire and EMS calls. The current system makes excellent use of paid-on-call personnel to deliver the initial fire or EMS response. This in-house system is also augmented by the use of automatic and mutual aid from neighboring departments as listed below.

Auto Aid: IGHFD uses Eagan Fire for auto-aid in beats 2A and 2E for confirmed structure fires only. They have a pumper / tender they send to that area. IGHFD is also working with Rosemount for an auto-aid for a tender, because 2 A, B, D, E, F have no hydrants with the exception of a small piece in the far western part of 2E.

Mutual Aid: IGHFD uses all of surrounding communities: Eagan to the west, Rosemount to the south, Mendota Heights to the northwest and South Metro (West St. Paul and South St. Paul) to the north for any mutual aid they may need. There is also a county-wide agreement. IGHFD also has a mutual aid agreement with departments across the river into the neighboring County.

EMS service delivery is also a combined departmental operation but this process uses IGH police and fire personnel to provide incidents for BLS response to the most serious medical emergencies. Minor EMS calls are handled only by police personnel. Serious EMS calls are dispatched by 911 operators to police and fire simultaneously. Both police and fire personnel proceed to the call and initiate patient assessment and treatment. This hybrid system works very well with police and fire sharing all duties on-scene. The process was formalized with the addition of the new county 911 dispatch center so police personnel know when fire has been dispatched or when they need to request them. Both police and fire have begun training together to continue improving procedures and efficiency.

Comparison of IGHFD to Federal Regulations and Industry Standards

To protect the safety of fire fighters, the United States Department of Labor and OSHA have enacted 29CFR1910.134, known as the two-in/two-out rule that requires four personnel on scene at all structure fires before initial interior attack begins.

There are also two specific NFPA standards which are applicable to the fire service delivery system in Inver Grove Heights. Both are set out below:

Table 1: NFPA 1720 - Staffing and Response Time Standards

Demand Zone	Demographics	Staffing / Response Times	Percentage of calls
Special Risks	Authority Having Jurisdiction (AHJ)	AHJ	90
Urban	>1000 people/mi	15/9	90
Suburban	500-1000 people/mi	10/10	80
Rural	<500 people/mi	6/14	80
Remote*	Travel dist $\geq$ 8 mi.	4	90

* Upon assembling the necessary resources at the emergency scene, the fire department should have the capability to safely commence an initial attack within two minutes 90 percent of the time. Source: NFPA 1720, 2004 Edition.

Table 2: NFPA Handbook - Response Level by Risk

Low Hazard	Medium Hazard	High Hazard
– Comprised of 1, 2, or 3 family dwellings and scattered small businesses. – Response – 2 engines, 1 ladder, 1 command = 13 personnel	– Comprised of apartments, offices, mercantile, and light industrial – Response - 3 engines, 1 ladder, and 1 command = 17 personnel	– Comprised of schools, hospitals, nursing homes, heavy industrial, and high rises – Response – 4 engines, 2 ladders, 2 command = 25 personnel

Source NFPA handbook 18th edition, table 10-2A.

Technology has improved dramatically in the past several years, but the basic goal of firefighting is still to:

- Stabilize the incident
- Rescue anyone in danger
- Extinguish the fire

This type of incident tasking requires emergency responders to operate in high risk environments. Thus, the safety and accountability of all suppression personnel is critical to a successful operation.

IGHFD is currently meeting these industry benchmarks in most areas with the exception of the southern parts of the City, with departmental career chief and on-call staff and the use of auto and mutual aid.

EMS in Inver Grove Heights is a two tiered system with Inver Grove Heights Police Department as the first responder agency for all medical calls and IGHFD augmenting the response on the most serious calls. With the advent of the new dispatching classification for medical calls, as well as the increase in aging population, the annual EMS call volume has more than doubled in the past two years.

Chapter 3 - Future Service Delivery Options

New Station Locations

Based upon the risk analysis, projected response times and location of staff, a new station located along Courthouse Boulevard East between Barnes Avenue East and Concord Boulevard East would provide a balanced coverage to improve service to the southern residential properties, the southeast industrial corridor and the planned future growth in the northwest quadrant of the City when combined with the existing stations. This Chapter of the report will provide general recommendations for sites within these boundaries that meet the requirements of the City of Inver Grove Heights and the Inver Grove Heights Fire Department.

The City of Inver Grove Heights established the following site selection criteria for sites to be considered:

- Availability
- Land already owned by the City
- Property that could be exchanged for land already owned by the City
- City sewer and water presently available or planned to be in before fire stations construction begins
- Land dimensions suitable for drive-through bays
- Exit on to City-maintained street
- Minimum of three buildable acres
- No environmental clean-up required
- Land not owned by anyone who would have a conflict of interest with the City

The Inver Grove Heights Fire Department established the following criteria as important to their operations:

- Priority be given to sites that best meet their need for responding to and from the station
- Sites should minimize response through currently or future controlled intersections

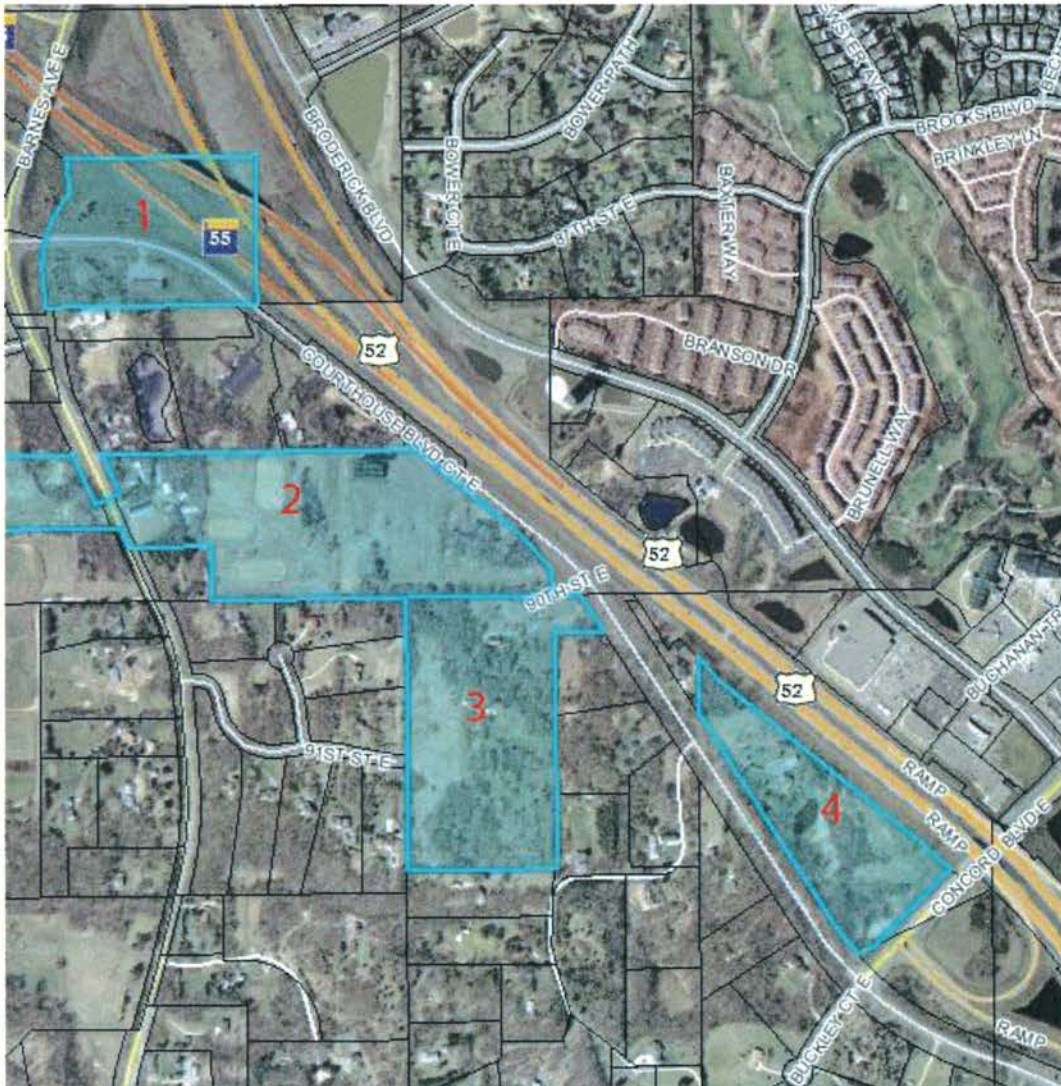
The study also considered other critical factors for the siting of a fire station that include the following:

- Shape of the property
- Contours
- Soil Conditions
- Zoning
- Property Value
- Ground water availability

Considering these selection criteria, the team identified four properties within the boundaries established by the Risk and Response Time portion of the study that met the majority of the requirements. See **Figure 11** for locations:

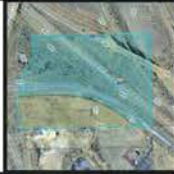
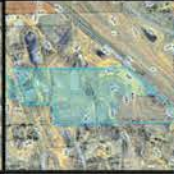
1. 8680 Courthouse Boulevard East
2. 8897 Barnes Avenue East
3. 2574 90th Street East
4. 9250 Courthouse Boulevard East

Figure 11: Potential Fire Station Sites



The specific attributes of these four sites are included in Table 3 on the following page.

Table 3: Site Selection Matrix

SELECTION CRITERIA					REMARKS
Address	8680 Courthouse Blvd. E.	8897 Barnes Avenue E.	2574 90th Street E.	9250 Courthouse Blvd E.	
Size (Total Acreage/recommended size)	13.85/3.5 Acres	33.14/5 Acres	19.41/3.5 Acres	11.68/3.5 acres	
Appraised Value (Land Only)	\$312,500 (Building and property)	\$691,900	\$304,300	\$187,700	
Value of recommended size	\$78,971	\$104,380	\$54,871	\$56,246	(Appraised value/ Total Acreage) X Recommended Acreage
Availability	State Owned	Privately Owned	Privately Owned - For Sale	Privately Owned	
Owned By City	=	=	=	=	
Exchangeable for Land Owned by City	Potentially	Unknown	Unknown	Unknown	
City Sewer & Water	=	=	=	=	
Suitable for Drive Thru Bays	+	+	+	+	
On Streets Maintained by City	+	+	+	+	
3 Acres Min.	+	+	+	+	
No Environmental Clean-up Required	+	+	+	+	
No Conflict of Interest	+	+	+	+	
Other Comments	Best positioned for emergency response of sites considered	Site contours will cause purchase of additional land for buildable site	Currently for sale	Too far east for best emergency response and coverage	
	Relatively flat, but long and narrow	Not for sale and desirable portions are currently farmed	Single, narrow access point to City owned street	Zoned Commercial	
	Lengthy acquisition process to obtain from State of MN	Zoned Agricultural	Relatively flat, buildable portions of property available near road.	Some engineered fill likely required to raise site	
	Potential for land swap with south neighbor to create a more rectangular shaped site.		Zoned Agricultural		

General Site Selection Discussion

The following general discussion points apply to all of the sites being considered.

Availability and Ownership: None of the properties within the area shown to provide best fire response is currently owned by the City and only one of the properties is currently for sale. No effort has been made as part of this study to investigate the desire of any of the current property owners to sell their property to the City.

Purchase price of properties is often a selection criterion in site selection studies. Potential values for properties (table 2) have been determined for the subject properties using property tax information obtained from Dakota County GIS web site. These values are representative of the relative value of each property and should not be construed as potential acquisition prices.

Water and Sewer: None of the sites are currently served by City water and sewer and no water or sewer service is projected to this area in the City's Comprehensive Plan. Extending water and sewer under Highway 52/55 to serve a single site such as the fire station would be cost prohibitive. A looped water service would appear to be possible by extending service from the Arbor Points Tower and connecting to the Industrial park loop west of Barnes Avenue East. This would again be cost prohibitive if borne exclusively by the project.

Allowances should be made as part of the construction process to install a high capacity well and storage tank system to supply the Fire Station with domestic water, emergency water service and truck-fill water for fire service needs.

Property Size, Shape and Contours: While three acres is a minimum recommended acreage for a fire station with drive-through bays, there are additional considerations that should be taken in assessing a potential site. Shape, contour and buildability of the site must also be considered to assure that room is available for development needs such as access drives, turning radius, parking, landscaping and other site development needs.

All of the properties in consideration have more property available than is required. Table 2 includes diagrams of the potential properties with highlighted areas indicating portions of the site that provide good site access, relatively level ground for construction, and minimize other site acquisition and development costs. In all cases it is recommended that a site larger than three acres be purchased to assure adequate fit for a future station. Table 2 details the recommended acreage.

No effort at site design has been made as part of this study. Future steps in the Site Acquisition process should include a feasibility study that provides for a space program and fit test for the new station.

Soils: Soil testing done for the Arbor Pointe Water Tower on the north side of Highway 55/52 by American Engineering Testing encountered soils that consist of top soil, silty sand and clayey sand. It can be reasonably assumed that these soils will be consistent for the sites under consideration. These soils will make a reasonable base for a fire station facility with no major soils corrections concerns. Soil borings should be taken at any sites prior to purchase to verify these conditions.

No water was encountered in the 81 feet of the Arbor Pointe Water Tower borings. Well drillers in the area indicate that water for a well will likely be encountered at approximately 200 feet. Water should be available in capacities to service the new Fire Station. This will require a high capacity well to serve the fire protection needs as well as fill an approximately 10,000 gallon holding tank for truck filling and domestic water service. Costs for this type of domestic and fire protection water service will likely be in the range of \$50,000 to \$75,000 which is less than the cost to extend water under the highway.

Recommendations and Conclusions – Site Selection

Four sites in the selection zone meet the minimal requirements for the new fire station. Of those four, two appear to best meet the requirements set forth in this section; 8680 Courthouse Boulevard East (Site 1), and 2574 90th Street East (Site 3).

8680 Courthouse Boulevard East is most westerly of the sites. This will provide the best long-term location as additional development occurs in the City's northwest quadrant. This site is also well situated for access by responders as well as service to the rest of the City. Further the site provides multiple points of access to Courthouse Boulevard East, is relatively flat and appears to be buildable.

This property is owned by the State of Minnesota which may present some challenges to acquisition. Further it is long and narrow which may present some challenges to site development.

Consideration might be given to a land swap with the neighbor to the south, exchanging property at the corner of Courthouse Boulevard East for property at the neighbor's east end. This would make both properties more regular in size and shape. This will also allow for more buffering of the fire station from the residential property and move it closer to the church property to the east.

2574 90th Street East is currently for sale making the property more easily obtainable. The property is only marginally further east than 8680 Courthouse Boulevard East making it acceptable from an access and response perspective. The property contains a variety of sites that would appear to provide adequate buildable area for the new station.

The property has a narrow entrance that connects to Courthouse Boulevard East that will only allow one point of access to Courthouse Boulevard East. Two points of access to the site would be preferable for emergency response. This can be resolved with a connection through to 91st Street East which may involve more planning and site acquisition.

PROPOSED 2018 CIP BOND ISSUE**Sources & Uses**

Dated 07/01/2018 | Delivered 07/01/2018

Sources Of Funds

Par Amount of Bonds	\$12,500,000.00
Total Sources	\$12,500,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)	125,000.00
Costs of Issuance	77,000.00
Deposit to Capitalized Interest (CIF) Fund	218,417.50
Deposit to Project Fund	12,079,582.50
Total Uses	\$12,500,000.00

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2019	-	-	218,417.50	218,417.50	(218,417.50)	-	-
02/01/2020	495,000.00	1.550%	374,430.00	869,430.00	-	869,430.00	912,901.50
02/01/2021	500,000.00	1.650%	366,757.50	866,757.50	-	866,757.50	910,095.38
02/01/2022	510,000.00	1.750%	358,507.50	868,507.50	-	868,507.50	911,932.88
02/01/2023	520,000.00	1.900%	349,582.50	869,582.50	-	869,582.50	913,061.63
02/01/2024	530,000.00	2.000%	339,702.50	869,702.50	-	869,702.50	913,187.63
02/01/2025	540,000.00	2.200%	329,102.50	869,102.50	-	869,102.50	912,557.63
02/01/2026	550,000.00	2.350%	317,222.50	867,222.50	-	867,222.50	910,583.63
02/01/2027	565,000.00	2.500%	304,297.50	869,297.50	-	869,297.50	912,762.38
02/01/2028	575,000.00	2.550%	290,172.50	865,172.50	-	865,172.50	908,431.13
02/01/2029	590,000.00	2.800%	275,510.00	865,510.00	-	865,510.00	908,785.50
02/01/2030	610,000.00	3.050%	258,990.00	868,990.00	-	868,990.00	912,439.50
02/01/2031	625,000.00	3.200%	240,385.00	865,385.00	-	865,385.00	908,654.25
02/01/2032	645,000.00	3.400%	220,385.00	865,385.00	-	865,385.00	908,654.25
02/01/2033	670,000.00	3.500%	198,455.00	868,455.00	-	868,455.00	911,877.75
02/01/2034	695,000.00	3.600%	175,005.00	870,005.00	-	870,005.00	913,505.25
02/01/2035	720,000.00	3.700%	149,985.00	869,985.00	-	869,985.00	913,484.25
02/01/2036	745,000.00	3.800%	123,345.00	868,345.00	-	868,345.00	911,762.25
02/01/2037	775,000.00	3.850%	95,035.00	870,035.00	-	870,035.00	913,536.75
02/01/2038	805,000.00	3.950%	65,197.50	870,197.50	-	870,197.50	913,707.38
02/01/2039	835,000.00	4.000%	33,400.00	868,400.00	-	868,400.00	911,820.00
Total	\$12,500,000.00	-	\$5,083,885.00	\$17,583,885.00	(218,417.50)	\$17,365,467.50	\$18,233,740.88

Significant Dates

Dated	7/01/2018
First Coupon Date	2/01/2019

Yield Statistics

Bond Year Dollars	\$150,261.67
Average Life	12.021 Years
Average Coupon	3.3833546%
Net Interest Cost (NIC)	3.4665428%
True Interest Cost (TIC)	3.4406544%
Bond Yield for Arbitrage Purposes	3.3356428%
All Inclusive Cost (AIC)	3.5060883%

APPENDIX C

Pre-Sale Schedule dated November 1, 2017____
5-Year City Capital Improvement Plan Bond Issuance
City of Inver Grove Heights, Minnesota

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Capital Improvement Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Capital Improvement Plan.
- City Council approves Bonds and Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.

The table below lists the steps in the issuing process:

10/23/2017	City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Capital Improvement Plan.
11/15/2017	Close date to get Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan to official newspaper for publication (4:00 p.m. deadline).
11/19/2017	Publish Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan (publication no more than 28 days and no less than 14 days prior to hearing date). Additionally, notice may be posted on the City's official web site, if any.
12/11/2017 @ 7:00 p.m.	City Council holds Public Hearing on Bonds and on Capital Improvement Plan and adopts resolution giving preliminary approval for their issuance and approving Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.
1/10/2018	Reverse referendum period ends (within 30 days of the public hearing).
TBD	City Council provides for sale of Bonds.
TBD	City Council accepts offer for Bonds and adopts Resolution-Approving sale of Bonds.
TBD	Tentative closing/receipt of funds.

Net Debt Limit		Annual Levy Limit	
Assessor's Estimated Market Value	3,462,768,500	Assessor's Estimated Market Value	\$3,462,768,500.00
Multiply by 3%	0.03	Multiply by .16%	0.0016
Statutory Debt Limit	103,883,055	Statutory Levy Limit	5,540,430
Less: Debt Paid Solely from Taxes	(8,775,000)	Less: Annual Levy under CIP	1,568,000
Unused Debt Limit	95,108,055	Unused Levy Limit	7,108,430



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

RESOLUTION NO. _____

RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF THE CITY'S
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO
EXCEED \$12,500,000 AND ADOPTING THE CITY OF INVER GROVE HEIGHTS,
MINNESOTA CAPITAL IMPROVEMENT PLAN OF 2017-2021 UNDER MINNESOTA
STATUTES, SECTION 475.521

WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota (the "City") proposed to issue general obligation capital improvement plan bonds (the "Bonds") and adopt the City of Inver Grove Heights, Minnesota Capital Improvement Plan of 2017-2021 (the "Plan"); and

WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law; and

WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local government units, and

WHEREAS, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The Plan is hereby in all respects approved.
2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.
3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$12,500,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Clerk by January 10, 2018, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

4. The City declares its official intent to reimburse itself for the costs of the Plan from the proceeds of the Bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of December, 2017.

Ayes:

Nayes:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Relating to 2018 Tax Budgets and Levies

Meeting Date: December 11, 2017
 Item Type: Regular Agenda
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other-2018 Tax Levies and Budgets

PURPOSE/ACTION REQUESTED

To approve three resolutions relating to the 2018 tax budgets and levies.

SUMMARY

This meeting is the regularly scheduled meeting to discuss budgets and tax levies set by Council on September 11, 2017 when the proposed tax levies and budgets were adopted. While a public hearing is no longer required, the public must be allowed to speak.

Modifications have been made for a September 1, 2018 start date for the K-9 Officer and reduction in the Transfer to Park Maintenance. The updated cost of the K-9 Officer is \$36,100. The reduction in Transfer to Park Maintenance is \$35,000. Additional pages have been updated as a result of these two changes.

The proposed levies recommended include a General Fund Operating Levy of \$19,021,200, General Bond Retirement Levies of \$1,941,197 and Special Tax Levies for 70th Street Recon of \$79,395.

The General Fund 2018 Budget is recommended at \$22,367,900 and includes mayor and council, administration, elections, finance, community development, planning, inspections, police, fire, public works, engineering, streets, street lighting, parks, contingency and transfers. Other budgets to be approved include three Special Revenue Funds: Recreation, Community Center, and EDA; two Capital Project Funds: Storm Water (Storm Water and Storm Water – NWA) and ADA; three Enterprise Funds: Water (Water, Water Rev Ref 2012A, Water Connection, Water System Improvements and Water – NWA), Sewer (Sewer, GO Sewer Rev 2010A, GO Sewer Rev 2014B, GO Sewer Rev 2015B, GO Sewer Rev 2017A, Sewer Connection and Sewer – NWA), and Golf Course; and five Internal Service Funds: Risk Management, Central Equipment, Central Stores, City Facilities, and Technology. The 2018 Proposed Budgets and Property Taxes booklet and PowerPoint presentation are also included for your review.

Following adoption of the tax budgets and levies we will certify the taxes to the Dakota County Auditor, file the required reports with the Department of Revenue and the Office of the State Auditor and publish the Summary Budget in the South-West Review as required by the State Auditor.

I recommend that the City Council adopt the following resolutions approving the Final 2018 Budgets and Final Pay 2018 Tax Levies:

- Resolution adopting the final 2018 budgets
- Resolution adopting the final tax levies for the year 2017, collectible in 2018
- Resolution adopting the storm water special taxing district tax levies for the year 2017, collectible in 2018

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FINAL 2018 BUDGETS

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: The following final fund expenditure/expense budgets for the City of Inver Grove Heights for fiscal year 2018 are hereby approved:

General Fund	\$22,367,900
Recreation Fund	632,400
Community Center Fund	4,310,800
EDA Operations Fund	83,300
Storm Water Fund	514,300
Storm Water – NWA Fund	0
ADA Fund	52,000
Water Fund	3,419,600
Water Rev Ref 2012A Fund	28,500
Water Connection Fund	0
Water System Improvements Fund	0
Water – NWA Fund	5,000
Sewer Fund	3,846,500
GO Sewer Rev 2010A Fund	438,700
GO Sewer Rev 2014B Fund	118,200
GO Sewer Rev 2015B Fund	124,400
GO Sewer Rev 2017A Fund	154,800
Sewer Connection Fund	0
Sewer – NWA Fund	5,000
Golf Course Fund	1,776,500
Risk Management Fund	1,021,100
Central Equipment Fund	2,634,900
Central Stores Fund	99,900
City Facilities Fund	1,186,600
Technology Fund	797,200

Adopted this 11th day of December, 2017, by the City Council of Inver Grove Heights.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE FINAL TAX LEVIES FOR
THE YEAR 2017, COLLECTIBLE IN 2018**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a final levy upon taxable property in the City of Inver Grove Heights for the year 2017, collectible in 2018, for the following purposes in the following amounts:

General Operating Fund		\$19,021,200
Bond Retirement:		
City Share of Special Assessments	205,074	
G.O. Improvement Bonds, 2014B	456,482	
(Levy of \$392,046 plus shortfall of \$64,436)		
G.O. Capital Improvement Bonds, 2009A	400,272	
(Levy of \$600,272 less transfer from Closed Bond Fund of \$200,000)		
G.O. Improvement Bonds, 2010B	195,000	
(Levy of \$285,684 less \$90,684 of funds available)		
G.O. Bonds, 2015A	682,482	
(Levy of \$637,068 plus shortfall of \$45,414)		
G.O. Bonds, 2017A	<u>1,887</u>	
Total Bond Retirement		<u>1,941,197</u>
Total Levy		<u>\$20,962,397</u>

Adopted this 11th day of December, 2017, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE STORM WATER
SPECIAL TAXING DISTRICT TAX LEVIES FOR
THE YEAR 2017, COLLECTIBLE IN 2018**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed special property tax levied upon the taxable property within the Storm Water Special Taxing Districts (S.W.S.T.D.) in the City of Inver Grove Heights collectible in 2018 for the following purposes in the following amounts:

Bond Retirement

70 th Street Reconstruction Storm Water Special Taxing Districts	\$22,230
Babcock Trail	
South Grove	41,285
70 th Street	15,879

Adopted this 11th day of December, 2017, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

2018 General Fund Department Requested Budget Additions-Revised

12/6/2017

	Police	Comm Dev	Fire	Admin	Public Works	Finance	Parks
Personnel and Related Costs							
Comm Dev-Code Compliance OT		1,000					
Planning-Environmental Specialist		-					
Inspections-Seasonal Office Support		4,900					
Police-K-9 Officer	36,100						
Police-PT Office Support							
Fire-Inspector			-				
Fire-Firefighter Wage Increase			-				
Fire-IGHFRA Retirement Contribution			55,500				
Engineering-Engineer in Training 70%					62,500		
Parks-Park Mntc Worker 50%							38,900
Total Personnel and Related Costs	36,100	5,900	55,500	-	62,500	-	38,900
Subtotal Personnel and Related Costs							198,900
Professional/Technical Services							
Admin-Future Recruitments							
Admin-Org Review/Succession Plan							
Elections-Council Meeting Minutes				7,200			
Finance-IGHFRA Retirement Analysis						1,500	
Fire-Blue Card and Live Burn Training, Ladder Testing, Tool Inspection							
Engineering-Education Reimbursement					1,000		
Streets-GPS for 8th Truck					500		
Total Professional/Technical Services	-	-	-	7,200	1,500	1,500	-
Subtotal Professional/Technical Services							10,200
Purchased Services and Supplies							
Inspections-Supplies-Training		400					
Fire-Gear Cleaning			-				
Fire-Pluggie & Patches Batteries/Parts			-				
Fire-Stipends for Battalion Chief & Fire Op Supervisor, 6 air cards			3,700				
Fire-License 10 Firefighters			800				
Fire-EMT Refresher Conferences			-				
Fire-Public Education			-				
Fire-Portable Lighting, Blitzfire Nozzle, Float Pump			-				
Fire-5 Brush Fire Gear, Replace Uniforms, 3 Sets Gear, 10 Helmets			17,400				
Fire-Supplies-3 MDCs, 3 Ipads, 4 Rehab Cooling Chairs, 2 AEDs			5,600				
Admin-Customer Service Training				9,000			
Streets-R&M							
Streets-Asphalt					30,000		
Total Purchased Services and Supplies	-	400	27,500	9,000	30,000	-	-
Subtotal Purchased Services and Supplies							66,900
Total by Department	36,100	6,300	83,000	16,200	94,000	1,500	38,900
					Above New Requests		276,000
					Contingency		100,000
					Additional PMP		550,000
					Additional Park Mntc		90,000
					Total New Requests		1,016,000

CITY OF INVER GROVE HEIGHTS
2018 BUDGET
PROPOSED TAX LEVIES

	2017 Adopted - 2018						2018 Proposed	Base+Additions	
	2015 Adopted	2016 Adopted	2017 Adopted	2018 Base	2018 Additions	\$ Change as Percentage		\$ Change	
Operating Levies -									
General Tax Levy (subject to Levy Limit)									
	14,908,500	15,897,800	16,973,400	18,105,200	916,000	19,021,200	*	12.06%	2,047,800
Subtotal Operating Levies									
	14,908,500	15,897,800	16,973,400	18,105,200	916,000	19,021,200		12.06%	2,047,800
Debt Levies									
326 MN Armory Bldg Comm.	63,735	19,600	-	-	-	-	-	-	-
City Share of Assessments	233,023	235,201	234,058	205,074	-	205,074	-	-12.38%	(28,984)
362 2014B G.O. Improvements Bonds	150,000	122,500	150,000	-	-	-	-	-100.00%	(150,000)
(Contribution from Closed Bond Fund for Reduction to 2014B Debt Levy)									
	(27,500)	-	-	-	-	-	-	-	-
364 2014B G.O. Improvement Bonds	250,000	290,000	445,000	456,482	-	456,482	-	2.58%	11,482
(Contribution from Closed Bond Fund for Reduction to 2014B Debt Levy)									
	(27,500)	-	-	-	-	-	-	-	-
367 2016A 2009A G.O. Capital Improvement Bonds	559,800	674,000	642,800	600,272	-	600,272	-	-6.62%	(42,528)
(Contribution from Closed Bond Fund for Reduction to 2016A Debt Levy)									
	(200,000)	(200,000)	(200,000)	(200,000)	-	(200,000)	-	0.00%	-
355 2010B G.O. Improvement Bonds	172,700	110,000	195,000	195,000	-	195,000	-	0.00%	-
356 2010C PIR Refunding Bonds	56,308	46,942	-	-	-	-	-	-	-
358 2011A G.O. Improvement Refunding Bonds	175,000	123,819	99,200	-	-	-	-	-100.00%	(99,200)
365 2015A G.O. Bonds	-	635,388	634,334	682,482	-	682,482	-	7.59%	48,148
2017B G.O. Bonds	-	-	-	1,887	-	1,887	-	-	1,887
Subtotal City-wide Debt Levies									
	1,405,566	2,057,450	2,200,392	1,941,197	-	1,941,197	-	-11.78%	(259,195)
City-Wide Levies									
	16,314,066	17,955,250	19,173,792	20,046,397	916,000	20,962,397		9.33%	1,788,605
Tax District Levies									
357 2010C Storm Water Bonds								4.55% base only incr., no additions	
Simley Lake	45,683	48,745	24,033	-	-	-	-	-100.00%	(24,033)
360 2012A Storm Water Refunding Bonds									
Cuneen Trail/College Trail	109,095	18,200	-	-	-	-	-	-	-
421 2001-02 70th Street Recon Cahill Ave to Concord Blvd									
Babcock Trail	-	-	-	22,230	-	22,230	-		22,230
South Grove	-	-	-	41,285	-	41,285	-		41,285
70th Street	-	-	-	15,879	-	15,879	-		15,879
Tax District Levies									
	154,778	66,945	24,033	79,395	-	79,395	-	230.36%	55,362
Total									
	16,468,844	18,022,195	19,197,825	20,125,792	916,000	21,041,792		9.61%	1,843,967
* Levy Limit Amount									

4.55% base only incr.,
no additions

-100.00% (24,033)

230.36% 55,362

9.61% 1,843,967

CITY OF INVER GROVE HEIGHTS
2018 BUDGET
COMPARISON OF 2015, 2016, 2017 ACTUALS, AND 2018 ESTIMATED
CITY TAX CAPACITY RATES

	FINAL PAY 2015	FINAL PAY 2016	FINAL PAY 2017	CONSTANT TAX RATE Estimated Tax Levy With Change to Levies To Keep Tax Rate the Same as 2017 ESTIMATED PAY PAY 2018	BASE BUDGET Estimated Tax Levy With Change to Levies To Include the Base Budget Only ESTIMATED PAY PAY 2018	BASE PLUS ADDITIONS Estimated Tax Levy With Change to Levies Base Budget Plus Additions ESTIMATED PAY PAY 2018
TOTAL TAX CAPACITY (1)	\$35,625,624	\$37,895,077	\$38,621,959	\$41,950,967	\$41,950,967	\$41,950,967
LESS: TAX INCREMENT (2)	(1,870,734)	(1,824,068)	(1,520,645)	(1,569,193)	(1,569,193)	(1,569,193)
LESS: FISCAL DISPARITIES CONTRIBUTION VALUE (3)	(3,757,226)	(3,798,544)	(4,008,341)	(3,977,498)	(3,977,498)	(3,977,498)
NET CITY TAX CAPACITY	\$29,997,664	\$32,272,465	\$33,092,973	\$36,404,276	\$36,404,276	\$36,404,276
GROSS CITY-WIDE TAX LEVY	\$16,314,066	\$17,955,250	\$19,173,792	\$21,246,635	\$20,046,397	\$20,962,397
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION (4)	(1,919,284)	(2,063,774)	(2,259,396)	(2,446,011)	(2,446,011)	(2,446,011)
CITY-WIDE TAX LEVY	\$14,394,782	\$15,891,476	\$16,914,396	\$18,800,624	\$17,600,386	\$18,516,386
CITY TAX CAPACITY RATE	0.48131	0.49266	0.51644	0.51644	0.48347	0.50863
RATE INCREASE (DECREASE)	0.06374	0.01135	0.02378	0.00000	-0.03297	-0.00781
PERCENT INCREASE (DECREASE) IN RATE	15.26%	2.36%	4.83%	0.00%	-6.38%	-1.51%
CHANGE FROM 2017 TAX LEVY				\$2,072,843	\$872,605	\$1,788,605

ASSUMPTIONS:

- (1) THE ESTIMATE OF TAX CAPACITY FOR 2018 IS DAKOTA COUNTY'S DATA AS OF 2/24/17.
- (2) THE TAX INCREMENT INFORMATION IS FROM DAKOTA COUNTY AS OF 8/17/17.
- (3) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF 8/21/17.
- (4) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF 8/17/17.

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2017 VS 2018 CITY TAXES ONLY - BASE BUDGET PLUS ADDITIONS

MEAN	RESIDENTIAL HOMESTEAD VALUE = \$ 248,247 2017 TAXABLE MARKET VALUE = \$ 231,176
2017 Tax Capacity -	
	1.00% of \$ 231,176 = 2,312 Tax Capacity 2,312 x 2017 Rate 0.51644 2017 City Tax \$1,193.89
	RESIDENTIAL HOMESTEAD VALUE = \$ 266,680 7.43% Increase in value 2018 TAXABLE MARKET VALUE = \$ 251,074
2018 Tax Capacity -	
	1.00% \$ 251,074 = 2,511 Tax Capacity 2,511 x Est. 2018 Rate 0.50863 Est. 2018 City Tax \$1,277.04
	Difference \$83.15
	Percent change 6.96%

MEDIAN	RESIDENTIAL HOMESTEAD VALUE = \$ 213,550 2017 TAXABLE MARKET VALUE = \$ 194,834
2017 Tax Capacity -	
	1.00% of \$ 194,834 = 1,948 Tax Capacity 1,948 x 2017 Rate 0.51644 2017 City Tax \$1,006.20
	RESIDENTIAL HOMESTEAD VALUE = \$ 232,250 8.76% Increase in value 2018 TAXABLE MARKET VALUE = \$ 215,259
2018 Tax Capacity -	
	1.00% of \$ 215,259 = 2,153 Tax Capacity 2,153 x Est. 2018 Rate 0.50863 Est. 2018 City Tax \$1,094.87
	Difference \$88.67
	Percent change 8.81%

	BUSINESS VALUE = \$ 563,700
2017 Tax Capacity -	
	1.5% of 1st \$ 150,000 = 2,250 2.0% of \$ 413,700 = 8,664 Tax Capacity 10,914 Less Fiscal Disparities (4,477) 6,437 x 2017 Rate 0.51644 2017 City Tax \$3,324.32
	BUSINESS VALUE = \$ 586,900 4.12% Increase in value
2018 Tax Capacity -	
	1.5% of 1st \$ 150,000 2,250 2.0% of \$ 436,900 8,738 Tax Capacity 10,988 Less Fiscal Disparities Est. (4,477) 6,511 x Est. 2018 Rate 0.50863 Est. 2018 City Tax \$3,311.69
	Difference (\$12.63)
	Percent change -0.38%

	BUSINESS VALUE = \$ 3,058,200
2017 Tax Capacity -	
	1.5% of 1st \$ 150,000 = 2,250 2.0% of \$ 2,908,200 = 58,164 Tax Capacity 60,414 Less Fiscal Disparities (23,463) 36,951 x 2017 Rate 0.51644 2017 City Tax \$19,082.98
	BUSINESS VALUE = \$ 3,065,500 0.24% Increase in value
2018 Tax Capacity -	
	1.5% of 1st \$ 150,000 2,250 2.0% of \$ 2,915,500 58,310 Tax Capacity 60,560 Less Fiscal Disparities Est. (23,463) 37,097 x Est. 2018 Rate 0.50863 Est. 2018 City Tax \$18,868.65
	Difference (\$214.33)
	Percent change -1.12%

**City of Inver Grove Heights
General Fund Budget Summary
For Fiscal Year 2018**

Account Description	Actual 2015	Actual 2016	2016 Amended Budget	2017 Adopted Budget	2017 Amended Budget	2018 Base Budget	2018 Requested Additions	2018 Preliminary Budget	2019 Preliminary Budget
GENERAL FUND REVENUES									
TAX REVENUE	15,146,879	16,077,810	15,907,800	16,988,400	16,988,400	18,120,200	916,000		19,337,500
LICENSES AND PERMITS	844,005	1,133,121	1,147,800	1,173,100	1,173,100	1,131,800	-		1,154,400
INTERGOVERNMENTAL	671,940	676,129	612,300	618,200	618,200	615,700	-		628,000
CHARGES FOR SERVICES	1,131,891	660,604	1,119,300	1,113,800	1,113,800	1,017,800	-		1,038,200
FINES & PENALTIES	120,029	119,855	136,200	128,800	128,800	140,000	-		142,800
MISC. REVENUES	313,776	85,862	339,500	446,600	446,600	300,800	-		306,800
OTHER SOURCES	300,000	781,575	300,000	200,000	200,000	-	100,000		-
TOTAL GENERAL FUND REVENUES	18,528,520	19,534,956	19,562,900	20,668,900	20,668,900	21,326,300	1,016,000	-	22,607,700
GENERAL FUND EXPENDITURES									
MAYOR-COUNCIL	154,950	198,052	166,700	177,000	177,000	179,000	-		181,600
ADMINISTRATION	646,537	750,453	723,900	743,300	743,300	796,400	9,000		829,400
ELECTIONS	47	82,828	54,500	31,000	31,000	88,800	7,200		92,400
FINANCE	862,104	822,398	838,000	864,700	864,700	913,000	1,500		943,800
COMMUNITY DEVELOPMENT	367,589	401,173	390,200	440,000	440,000	465,200	1,000		485,400
PLANNING	317,211	338,261	343,300	458,700	458,700	338,300	-		352,900
INSPECTIONS	499,374	585,492	620,700	693,000	693,000	745,300	5,300		777,200
POLICE	6,179,805	6,926,143	7,083,300	7,409,000	7,409,000	7,702,500	36,100		8,019,700
FIRE	2,170,265	2,414,199	2,494,800	2,615,600	2,711,700	2,702,200	83,000		2,770,800
PUBLIC WORKS	231,352	226,646	232,500	241,700	241,700	248,500	-		262,500
ENGINEERING	992,144	919,693	994,100	1,021,000	1,021,000	1,064,400	63,500		1,114,800
STREETS	2,417,053	2,449,159	2,561,400	2,541,700	2,601,700	2,637,900	30,500		2,719,000
STREET LIGHTING	148,743	132,941	187,200	197,200	197,200	197,200	-		201,100
PARKS	1,812,977	1,695,806	1,868,700	1,903,600	1,943,600	1,978,000	38,900		2,034,900
CONTINGENCY	-	-	-	-	-	-	100,000		-
TRANSFERS	992,867	1,902,400	1,147,400	1,268,400	1,268,400	1,295,200	640,000		1,822,200
TOTAL GENERAL FUND EXPENDITURES	17,793,018	19,845,644	19,706,700	20,605,900	20,802,000	21,351,900	1,016,000	-	22,607,700
NET REVENUES OVER EXPENDITURES	735,502	(310,688)	(143,800)	63,000	(133,100)	(25,600)	-	-	-

City of Inver Grove Heights

Proposed 2018 Budget

General Revenue Summary

	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
Taxes	15,146,879	15,974,403	16,988,400	18,120,200	916,000	0	18,120,200	19,337,500
Licenses And Permits	844,005	1,135,107	1,173,100	1,131,800	0	0	1,131,800	1,154,400
Intergovernmental	671,940	643,729	618,200	615,700	0	0	615,700	628,000
Charges For Services	1,131,891	1,057,688	1,113,800	1,017,800	0	0	1,017,800	1,038,200
Fines And Penalties	120,029	119,855	128,800	140,000	0	0	140,000	142,800
Miscellaneous Revenues	306,903	298,409	440,600	299,800	0	0	299,800	305,800
Special Assessments	6,873	2,605	6,000	1,000	0	0	1,000	1,000
Other Financing Sources	300,000	303,157	200,000	0	100,000	0	0	0
Total Revenue	18,528,520	19,534,953	20,668,900	21,326,300	1,016,000	0	21,326,300	22,607,700

City of Inver Grove Heights

Proposed 2018 Budget

General Revenue

Act Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
3111000	CURRENT PROPERTY TAXES	13,184,022	14,011,720	15,233,400	16,355,200	916,000		16,355,200	
3112000	DELINQUENT PROPERTY TAXES	178,934	94,306	0	0			0	
3113000	CURRENT FISCAL DISPARITY	1,709,714	1,802,095	1,700,000	1,700,000			1,700,000	
3114000	MOBILE HOME PROPERTY TAX	42,327	51,504	40,000	50,000			50,000	
3115000	PENALTIES & INTEREST	31,882	14,779	15,000	15,000			15,000	
Taxes		15,146,879	15,974,403	16,988,400	18,120,200	916,000	0	18,120,200	19,337,500
3210000	BACKGROUND CHECK FEE	0	150	0	0			0	
3211000	LIQUOR - AA	87,385	77,918	72,400	76,000			76,000	
3212000	SUNDAY ON-SALE - AB	2,925	1,500	2,600	2,800			2,800	
3213000	NONINTOXICATING/WINE - AC	2,200	350	2,000	2,000			2,000	
3213500	PAWN BROKER LICENSES	8,000	0	8,000	0			0	
3214000	GARBAGE AND RUBBISH - AD	3,815	630	3,400	3,400			3,400	
3214500	SOLICITOR / PEDDLER LICENSES	975	1,835	1,000	1,300			1,300	
3215000	AUTOMOBILE SALES - AE	5,584	700	5,000	4,700			4,700	
3217500	MESSAGE ENTERPRISE	1,550	1,650	1,400	1,800			1,800	
3218000	SERVICE & REPAIR STATION - AH	1,008	416	1,400	1,100			1,100	
3218500	GRAVEL/EXCAVATION - AI	1,545	472	1,500	1,500			1,500	
3218600	R.O.W. USERS	27,125	17,550	15,000	15,000			15,000	
3218700	RENTAL LICENSES	0	0	61,900	46,000			46,000	
3218750	RENTAL INVESTIGATION FEE	0	0	8,400	2,100			2,100	
3219000	KENNEL LICENSES - AJ	800	0	800	0			0	
3219500	CONTRACTOR LICENSES - AK	15,800	12,946	16,400	15,300			15,300	
3221000	BUILDING PERMITS - AST - AL	360,486	549,333	460,800	541,500			541,500	
3221500	FIRE PLAN CHECK FEES	3,808	6,490	5,000	6,000			6,000	
3221500	PLAN CHECK FEES - AM	166,783	250,431	307,200	232,100			232,100	
3222000	PLUMBING PERMITS - AN	50,321	75,146	78,300	65,000			65,000	
3222500	SPRINKLER/ALARM PERMITS - AO	9,636	13,761	10,800	12,000			12,000	
3223500	CHICKEN LICENSE	225	125	100	200			200	
3224000	HEAT/COOL/GAS PERMITS - AP	71,665	106,029	88,100	86,000			86,000	
3225000	ANIMAL LICENSES - AQ	7,920	3,609	5,900	3,000			3,000	
3225500	BURNING PERMIT FEE	2,095	1,350	1,800	1,800			1,800	
3226000	OTHER MISC CITY PERMITS	5,205	6,450	5,000	5,000			5,000	
3226000	OTHER MISC CITY PERMITS - AR	6,580	4,845	7,400	5,000			5,000	
3227000	OTHER FORMS AND FEES - AS	500	1,070	1,300	1,000			1,000	
3227500	SEPTIC MAINTENANCE PERMIT-PS	70	350	200	200			200	
Licenses And Permits		844,005	1,135,107	1,173,100	1,131,800	0	0	1,131,800	1,154,400

City of Inver Grove Heights

Proposed 2018 Budget

General Revenue

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
3300500	PD FEDERAL GRANT	15,942	5,666	22,100	6,000			6,000	
3302200	MARKET VALUE HOMESTEAD CR	1,809	3,635	0	0			0	
3303000	POLICE STATE AID	276,488	267,358	254,400	265,000			265,000	
3303500	FIRE STATE AID	190,612	195,016	175,000	185,000			185,000	
3303600	FIRE SUPP. BENEFIT REIMB	1,000	2,000	2,000	2,000			2,000	
3304500	SCHOOL RESOURCE OFFICER	84,810	89,028	83,000	85,000			85,000	
3304600	INVER HILLS COMMUNITY COLLEGE RES	0	13,728	0	0			0	
3307000	POLICE TRAINING AID	10,995	9,693	11,000	11,000			11,000	
3307100	FIRE TRAINING REIMBURSEMENT	14,679	13,200	30,500	21,500			21,500	
3307500	PERA AID	20,190	20,190	20,200	20,200			20,200	
3308000	COUNTY GRAVEL TAX	8,465	21,615	20,000	20,000			20,000	
3308500	STATE GRANTS	46,951	0	0	0			0	
3309000	PS GRANTS	0	2,600	0	0			0	
Intergovernmental		671,940	643,729	618,200	615,700	0	0	615,700	628,000
3411000	SALE OF SUPPLIES	80	69	200	100			100	
3412000	ASSESSMENT SEARCH - AU	21	11	0	0			0	
3413000	PLANNING/ZONING FEES - AV	23,986	20,748	20,200	22,000			22,000	
3414000	OTHER GEN GOV/CHARGES-SER	1,923	14,900	3,300	2,000			2,000	
3414100	INSPECTIONS/CHARGES-SER	35	10	0	0			0	
3415000	FRANCHISE FEES-CABLE TV	98,221	103,406	103,400	107,400			107,400	
3416000	GIS FEE	8,917	4,825	3,400	3,400			3,400	
3421000	ACCIDENT REPORTS	540	1,061	800	500			500	
3421500	DRIVING DIVERSION PROGRAM	1,875	1,750	2,200	0			0	
3422000	LICENSE/INVESTIGATION FEE-AV	8,483	2,450	5,100	2,500			2,500	
3424000	FIRE REPORTS-BA	0	0	0	0			0	
3425000	OTHER PUBLIC SAFETY	5,409	5,231	6,200	5,200			5,200	
3426000	FALSE ALARM FEES	6,600	5,400	7,000	6,000			6,000	
3428000	PAWN SHOP TRANS FEES	42,598	46,501	76,000	0			0	
3434000	OTHER PUBLIC WORKS	3,096	1,325	3,000	1,500			1,500	
3435000	STREET LIGHTING FEE	16,759	18,050	17,000	17,000			17,000	
3435100	STREET LIGHTS-PENALTIES	237	212	200	200			200	
3445000	RECYCLING REVENUE - BK	34,000	35,000	35,000	50,000			50,000	
3451000	WATER FUND	236,000	236,000	236,000	236,000			236,000	
3452000	SEWER FUND	236,000	236,000	236,000	236,000			236,000	
3453000	ADMIN CHG - CVB	5,318	6,418	5,000	6,000			6,000	
3455000	RESIDENT ENGINEERING	361,908	292,484	330,000	300,000			300,000	
3456100	ADMIN CHG - HCF	16,000	0	0	0			0	
3457000	PLANNING ESCROW	6,722	(1,896)	6,200	3,000			3,000	
3458000	INVESTMENTS	17,163	27,732	17,600	19,000			19,000	
Charges For Services		1,131,891	1,057,688	1,113,800	1,017,800	0	0	1,017,800	1,038,200

City of Inver Grove Heights

Proposed 2018 Budget

General Revenue

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
3510000	FINES & PENALTIES - BL	120,029	119,855	128,800	140,000			140,000	
	Fines And Penalties	120,029	119,855	128,800	140,000	0	0	140,000	142,800
3610000	INVESTMENT EARNINGS	71,359	47,112	93,100	89,900			89,900	
3620000	RENTS & ROYALTIES - BN	229,335	245,488	245,900	204,900			204,900	
3630000	CONTRIBUTIONS & DONATIONS	15	530	100,000	0	0		0	
3630000	PS CONTRIBUTIONS & DONATIONS	150	0	0	0			0	
3650000	OTHER REVENUES	1,009	47	1,000	0			0	
3660000	OTHER REIMBURSEMENTS	1,014	1,145	600	1,000			1,000	
3660000	OTHER PS REIMBURSEMENTS	3,322	3,962	0	4,000			4,000	
3660500	FIRE OTHER REIMBURSEMENTS	700	125	0	0			0	
	Miscellaneous Revenues	306,903	298,409	440,600	299,800	0	0	299,800	305,800
3701000	SA CURRENT	732	204	6,000	1,000			1,000	
3702000	SA DELINQUENT	116	120	0	0			0	
3703000	SA DEFERRED	5,948	2,225	0	0			0	
3706000	SA PENALTIES & INTEREST	77	56	0	0			0	
	Special Assessments	6,873	2,605	6,000	1,000	0	0	1,000	1,000
3911000	OPERATING TRANSFERS IN	300,000	303,157	200,000	0	100,000		0	
	Other Financing Sources	300,000	303,157	200,000	0	100,000	0	0	0
	Total Revenue	18,528,520	19,534,953	20,668,900	21,326,300	1,016,000	0	21,326,300	22,607,700

City of Inver Grove Heights

Proposed 2018 Budget

Police Summary

	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
Personnel	4,383,777	4,762,416	5,226,800	5,437,700	28,700	0	5,437,700	5,709,500
Prof/Tech Services	212,700	250,637	261,800	225,900	0	0	225,900	230,400
Purch Svcs - Prop/Equip	504,638	600,158	616,200	730,100	0	0	730,100	744,700
Other Purchased Services	119,568	139,905	149,800	121,000	100	0	121,000	123,400
Supplies	322,480	485,287	506,600	524,500	7,000	0	524,500	535,000
Other Expenses/Expenditures	629,142	680,240	640,300	655,800	300	0	655,800	668,900
Other	7,500	7,500	7,500	7,500	0	0	7,500	7,700
Total Police	6,179,805	6,926,143	7,409,000	7,702,500	36,100	0	7,702,500	8,019,700

City of Inver Grove Heights

Proposed 2018 Budget

Police 101.42.4000.421

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
10100	REGULAR FULL-TIME	2,880,154	3,097,679	3,471,300	3,599,400	19,200		3,599,400	
10300	TEMPORARY EMPLOYEES	34,272	27,077	35,600	39,100	0		39,100	
10400	OVERTIME	93,994	98,997	98,000	103,900			103,900	
20100	FLEX. COMP. SPENDING	173,644	184,846	203,800	203,800	1,600		203,800	
20150	EDUCATION INCENTIVE	113,582	120,619	146,300	129,000			129,000	
20200	LONGEVITY PAY	26,311	20,291	21,000	28,800			28,800	
20300	EMPLOYER SOCIAL SECURITY	17,173	17,949	21,200	22,100	0		22,100	
20350	EMPLOYER MEDICARE	44,327	48,570	57,700	59,500	300		59,500	
20400	EMPLOYER PERA	483,816	515,505	583,600	602,800	3,100		602,800	
20600	MEDICAL INSURANCE	329,777	364,330	418,200	434,200	3,300		434,200	
20620	LIFE INSURANCE	3,668	4,121	4,900	5,100	0		5,100	
20630	LTD INSURANCE	9,660	10,407	15,700	15,800	100		15,800	
20700	UNEMPLOYMENT COMPENSATION	0	3,021	0	0			0	
20750	WORKERS COMPENSATION	111,600	125,900	149,500	194,200	1,100		194,200	
20800	COMPENSATED ABSENCES	61,799	123,103	0	0			0	
	Personnel	4,383,777	4,762,416	5,226,800	5,437,700	28,700	0	5,437,700	5,709,600
30410	PROSECUTION	170,669	192,761	200,000	200,000			200,000	
30420	CORPORATE	1,368	8,648	7,000	7,000			7,000	
30550	FLEX/COMP ACCOUNT FEE	4,127	4,806	4,200	4,800			4,800	
30700	OTHER PROFESSIONAL SERVICES	36,537	44,423	50,600	14,100			14,100	
	Prof/Tech Services	212,700	250,637	261,800	225,900	0	0	225,900	230,400
40042	REPAIR & MAINT - EQUIPMENT	4,171	3,554	4,800	7,400			7,400	
40044	REPAIR & MAINT - OFFICE EQUIPMENT	6,367	8,704	20,900	17,600			17,600	
40070	CENTRAL EQUIP ALLOCATION	333,700	388,000	357,400	391,100			391,100	
40075	CITY FACILITIES ALLOCATION	160,400	199,900	233,100	314,000			314,000	
	Purch Svcs - Prop/Equip	504,638	600,158	616,200	730,100	0	0	730,100	744,700
50019	INSURANCE ALLOCATION	68,500	68,700	65,000	35,300			35,300	
50020	TELEPHONE	16,323	18,097	25,300	27,500			27,500	
50025	ADVERTISING/PUBLISHED NOTICES	0	0	0	0			0	
50030	PRINTING & BINDING	2,310	2,088	3,300	3,300			3,300	
50035	POSTAGE/DELIVERY	205	290	600	600			600	
50040	LAUNDRY	22	0	200	200			200	
50065	TRAVEL	83	126	300	300			300	
50070	DUES, LICENSES & SUBSCRIPTIONS	15,282	14,874	16,200	22,700			22,700	
50075	MEALS AND LODGING	3,716	4,185	4,600	4,600			4,600	
50080	CONFERENCES AND SEMINARS	13,127	31,545	34,300	26,500	100		26,500	
	Other Purchased Services	119,568	139,905	149,800	121,000	100	0	121,000	123,400

City of Inver Grove Heights

Proposed 2018 Budget

Police 101.42.4000.421

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
60006	PUBLIC EDUCATION MATERIAL	5,045	4,196	6,100	6,100			6,100	
60010	SUPPLIES - OFFICE	3,655	532	600	600			600	
60016	SUPPLIES - MAINTENANCE	0	60	300	300			300	
60018	SUPPLIES-TRAINING	21,538	18,747	21,000	20,100	400		20,100	
60040	SM TOOLS & MISC EQUIPMENT	13,840	17,565	9,100	3,000	4,000		3,000	
60045	UNIFORMS & CLOTHING	56,920	86,947	40,300	39,800	2,600		39,800	
60065	SUPPLIES - OTHER	11,582	15,639	17,400	17,400			17,400	
60070	CENTRAL STORES ALLOCATION	10,000	9,800	9,300	8,000			8,000	
60071	TECH ALLOCATION	199,900	331,800	402,500	429,200			429,200	
Supplies		322,480	485,287	506,600	524,500	7,000	0	524,500	535,000
70300	LEASE PAYMENTS	3,482	3,214	3,600	0			0	
70501	MISCELLANEOUS CONTRACTS	95,164	102,952	105,100	125,800	300		125,800	
70502	DCC CONTRACT	530,496	574,075	531,600	530,000			530,000	
Other Expenses/Expenditures		629,142	680,240	640,300	655,800	300	0	655,800	668,900
91100	OPERATING TRANSFERS OUT	7,500	7,500	7,500	7,500			7,500	
Other		7,500	7,500	7,500	7,500	0	0	7,500	7,700
Total Police		6,179,805	6,926,143	7,409,000	7,702,500	36,100	0	7,702,500	8,019,700

City of Inver Grove Heights

Proposed 2018 Budget

Transfers Summary

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
	OPERATING TRANSFERS OUT	992,867	1,902,400	1,268,400	1,295,200	640,000	0	1,295,200	1,822,200

City of Inver Grove Heights

Proposed 2018 Budget

Transfers 101.57.9200.590

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Base Budget	2018 Department Requested Additions	2018 Council Directed Additions	2018 Preliminary Budget	2019 Preliminary Budget
91100	OPERATING TRANSFERS OUT								
	Recreation Fund	331,900	331,900	359,300	352,100			352,100	377,400
	Economic Development Authority	1,900	500	94,100	83,100			83,100	84,800
	Local Improvement Construction Funds	9,067	0	0	0			0	0
	NWA Sewer	0	720,000	0	0			0	0
	Pavement Management Fund	500,000	700,000	665,000	700,000	550,000		700,000	1,200,000
	Parks Capital Replacement Fund	150,000	150,000	150,000	160,000	90,000		160,000	160,000
	OPERATING TRANSFERS OUT	992,867	1,902,400	1,268,400	1,295,200	640,000	0	1,295,200	1,822,200

City of Inver Grove Heights

Proposed 2018 Budget

Risk Summary

	2015 Actual	2016 Actual	2017 Amended Budget	2018 Department Request	2018 Preliminary Budget	2019 Preliminary Budget
Charges For Services	734,700	741,400	832,100	952,500	0	972,200
Miscellaneous Revenues	122,369	191,360	68,100	68,600	0	70,000
Total Revenue	857,069	932,760	900,200	1,021,100	0	1,042,200
Personnel	16,055	17,401	17,800	18,400	0	19,400
Prof/Tech Services	25,891	23,350	50,000	0	0	0
Purch Svcs - Prop/Equip	5,076	45,312	0	50,000	0	51,000
Other Purchased Services	680,645	770,194	832,400	902,700	0	920,800
Supplies	6,310	0	0	0	0	0
Other Expenses/Expenditures	13,689	26,393	50,000	50,000	0	51,000
Total Expense	747,666	882,650	950,200	1,021,100	0	1,042,200

Revenues Over (Under) Expenses

(50,000) 0 0 0 0

Increase (Decrease) In Cash

(50,000) 0 0 0 0

City of Inver Grove Heights

Proposed 2018 Budget

Risk 602

Account Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Department Request	2018 Preliminary Budget	2019 Preliminary Budget
3461000	W.C. INTERNAL REVENUES	350,800	386,500	494,900	586,800	0	0
3462000	INSURANCE INTERNAL REV.	383,900	354,900	337,200	365,700	0	0
Charges For Services		734,700	741,400	832,100	952,500	0	972,200
3610000	INVESTMENT EARNINGS	8,121	5,551	8,100	8,600		
3660000	OTHER REIMBURSEMENTS	114,248	173,010	60,000	60,000		
3670000	INSURANCE REIMBURSEMENTS	0	12,799	0	0		
Miscellaneous Revenues		122,369	191,360	68,100	68,600	0	70,000
Total Revenue		857,069	932,760	900,200	1,021,100	0	1,042,200

City of Inver Grove Heights

Proposed 2018 Budget

Risk 602

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Department Request	2018 Preliminary Budget	2019 Preliminary Budget
10100	REGULAR FULL-TIME	12,045	12,978	13,500	13,900		
10400	OVERTIME	14	6	0	0		
20100	FLEX. COMP. SPENDING	668	668	700	700		
20300	EMPLOYER SOCIAL SECURITY	741	786	800	900		
20350	EMPLOYER MEDICARE	178	192	200	200		
20400	EMPLOYER PERA	906	974	1,000	1,000		
20550	PENSION EXPENSE	(460)	0	0	0		
20600	MEDICAL INSURANCE	1,182	1,318	1,400	1,500		
20620	LIFE INSURANCE	16	18	0	0		
20630	LTD INSURANCE	39	42	100	100		
20750	WORKERS COMPENSATION	100	100	100	100		
20800	COMPENSATED ABSENCES	626	321	0	0		
Personnel		16,055	17,401	17,800	18,400	0	19,400
30420	CORPORATE	25,866	8,681	0	0		
30550	FLEX/COMP ACCOUNT FEE	25	24	0	0		
30700	OTHER PROFESSIONAL SERVICES	0	14,645	50,000	0		
Prof/Tech Services		25,891	23,350	50,000	0	0	0
40048	REPAIR & MAINT - INS PAID CLAIM	5,076	45,312	0	50,000		
Purch Svcs - Prop/Equip		5,076	45,312	0	50,000	0	51,000
50009	WORKERS' COMP INSURANCE	319,568	432,308	494,900	586,800		
50010	GENERAL LIAB. INSURANCE	162,735	152,277	147,900	150,000		
50011	PROPERTY DAMAGE INSURANCE	139,676	128,693	132,700	119,800		
50012	AUTOMOBILE INSURANCE	37,544	36,709	38,300	37,500		
50014	LIQUOR (DRAM SHOP)	0	0	0	0		
50015	BONDS INSURANCE	2,573	1,789	1,600	2,100		
50016	MOBILE INSURANCE	11,935	11,264	10,700	0		
50018	OTHER INSURANCE	263	859	0	0		
50080	CONFERENCES AND SEMINARS	6,351	6,294	6,300	6,500		
Other Purchased Services		680,645	770,194	832,400	902,700	0	920,800

City of Inver Grove Heights

Proposed 2018 Budget

Risk 602

Acct Number	Account Description	2015 Actual	2016 Actual	2017 Amended Budget	2018 Department Request	2018 Preliminary Budget	2019 Preliminary Budget
60065	SUPPLIES - OTHER	6,310	0	0	0	0	0
Supplies		6,310	0	0	0	0	0
70200	INS CLAIMS-DEDUCTIBLE	13,689	26,393	50,000	50,000		
Other Expenses/Expenditures		13,689	26,393	50,000	50,000	0	51,000
Total Expense		747,666	882,650	950,200	1,021,100	0	1,042,200

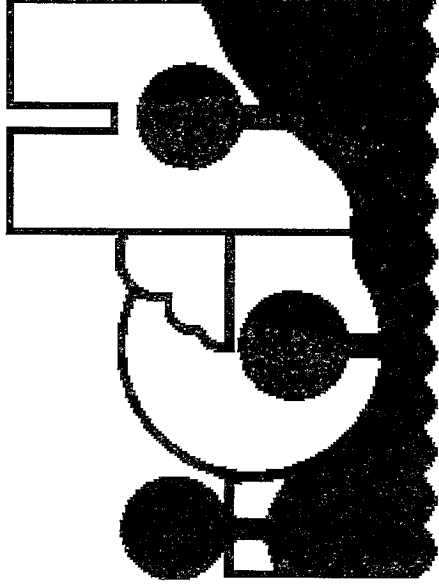
Revenues Over (Under) Expenses

(50,000) 0 0 0

Increase (Decrease) In Cash

(50,000) 0 0 0

City of Inver Grove Heights



2018 Proposed Budgets and 2018 Proposed Property Taxes

Monday, December 11, 2017
7:00 P.M.

CITY OF INVER GROVE HEIGHTS 2018 PROPOSED EXPENSE BUDGETS

<u>Fund</u>	<u>2017 Amended</u>	<u>2018 Proposed 9/11/2017</u>	<u>2018 Proposed 12/11/2017</u>
General	\$ 20,802,000	\$ 22,671,700	\$ 22,367,900
Recreation	637,900	633,700	632,400
Community Center	3,803,300	3,097,300 (excluded Capital Outlay)	4,310,800
EDA Operations	94,400	83,300	83,300
Storm Water	307,800	514,300	514,300
Storm Water - NWA	-	-	-
ADA	138,300	52,000	52,000
Water			
Water Rev Ref 2012A	3,287,500	3,408,500	3,419,600
Water Connection	36,000	28,500	28,500
Water System Improvements	551,800	539,300	539,300
Water - NWA	5,000	5,000	5,000
Sewer			
Sewer Rev 2010A	3,588,100	3,847,700	3,846,500
Sewer Rev 2014B	439,000	438,700	438,700
Sewer Rev 2015B	105,600	118,200	118,200
Sewer Rev 2017A	128,600	124,400	124,400
Sewer Connection	N/A	154,800	154,800
Sewer - NWA	-	-	-
	5,000	5,000	5,000
Golf Course	1,813,200	1,778,900	1,776,500
Risk Management	950,200	1,024,900	1,021,100
Central Equipment	2,352,500	2,636,100	2,634,900
Central Stores	87,600	99,900	99,900
City Facilities	1,104,500	1,186,900	1,186,600
Technology	741,000	796,200	797,200
Total All Funds	\$ 40,979,300	\$ 43,245,300	\$ 44,156,900

CITY OF INVER GROVE HEIGHTS

2018 PROPOSED CITY TAX LEVY

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017	Percent Change
General Operating Fund	\$ 16,973,400	\$ 19,325,000	\$ 19,021,200	12.06%
General Bond Retirement	2,200,392	1,939,310	1,941,197	-11.78%
Total City-Wide Tax Levy	<u>\$ 19,173,792</u>	<u>\$ 21,264,310</u>	<u>\$ 20,962,397</u>	9.33%
Special Tax				
District Levies:				
2010C Simley Lake	\$ 24,033	N/A	N/A	
70th Street Recon				
Babcock Trail	N/A	22,230	22,230	
South Grove	N/A	41,285	41,285	
70th Street	N/A	15,879	15,879	
	<u>\$ 19,197,825</u>	<u>\$ 21,343,704</u>	<u>\$ 21,041,791</u>	9.61%
City Tax Rate	0.51644	0.51693	0.50863	-1.51%

Notes:

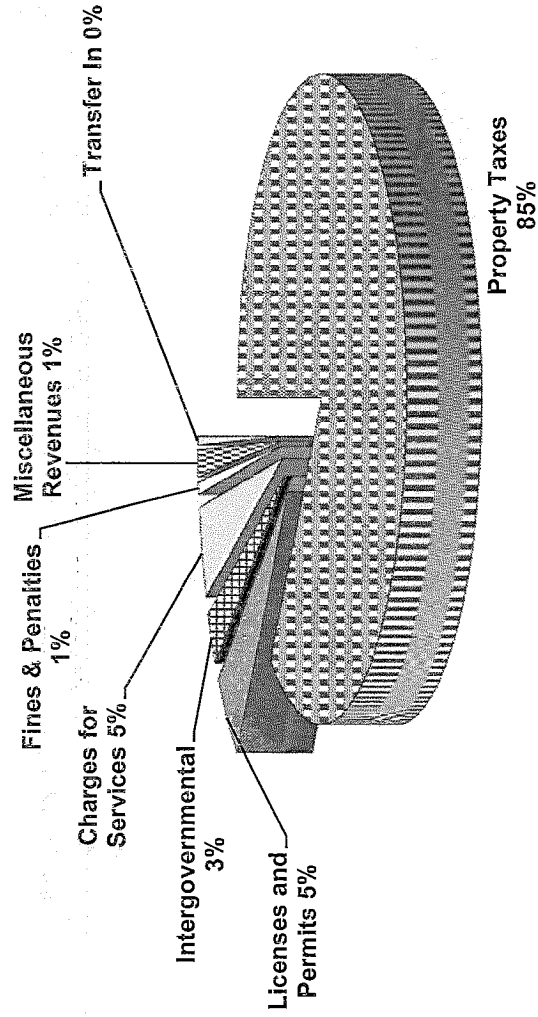
2017 Levy for General Bond Retirement reduced by \$200,000 contribution from Closed Bond Fund.
2018 Levy for General Bond Retirement reduced by \$200,000 contribution from Closed Bond Fund.

CITY OF INVER GROVE HEIGHTS

2018 General Fund Revenues

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Property Taxes	\$ 16,988,400	\$ 19,340,000	\$ 19,036,200
Licenses & Permits	1,173,100	1,131,800	1,131,800
Intergovernmental	618,200	615,700	615,700
Charges for Services	1,113,800	1,017,800	1,017,800
Fines & Penalties	128,800	140,000	140,000
Miscellaneous Revenues	446,600	300,800	300,800
Transfer In	200,000	100,000	100,000
TOTAL REVENUES	\$ 20,668,900	\$ 22,646,100	\$ 22,342,300

2018 General Fund Revenues

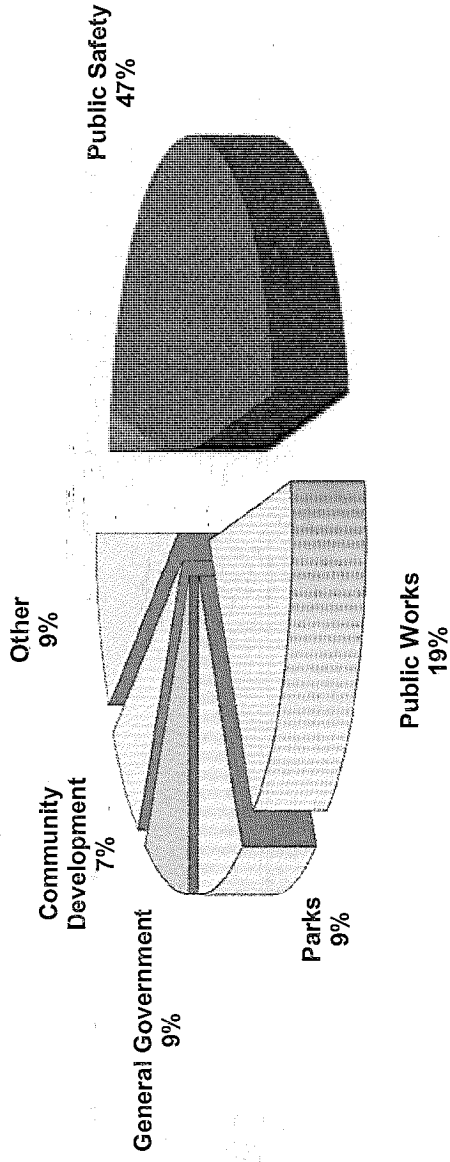


CITY OF INVER GROVE HEIGHTS

2018 General Fund Expenditures

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Public Safety	\$ 10,120,700	\$ 10,763,800	\$ 10,523,800
Public Works	4,061,600	4,248,500	4,242,000
Parks	1,943,600	2,020,500	2,016,900
General Government	1,816,000	1,999,100	1,994,900
Community Development	1,591,700	1,558,600	1,555,100
Other	-	-	-
Contingency	-	100,000	100,000
Transfer Out to Recreation	359,300	352,100	352,100
Transfer Out to EDA Operations	94,100	83,100	83,100
Transfer Out to PMP	665,000	-	-
Transfer Out to Park Capital Replace.	150,000	1,981,200	1,250,000
TOTAL EXPENDITURES	\$ 20,802,000	\$ 23,106,900	\$ 22,367,900

2018 General Fund Expenditures



CITY OF INVER GROVE HEIGHTS

SPECIAL REVENUE FUNDS

2018 Proposed Recreation Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Program Fees	\$ 223,000	\$ 220,600	\$ 220,600
Other	10,600	14,700	14,700
Transfer In From General Fund	359,300	353,400	352,100
TOTAL	<u>\$ 592,900</u>	<u>\$ 588,700</u>	<u>\$ 587,400</u>
Expenditures -			
Current	\$ 637,900	\$ 633,700	\$ 632,400
TOTAL	<u>\$ 637,900</u>	<u>\$ 633,700</u>	<u>\$ 632,400</u>

2018 Proposed Community Center Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Community Center Fees	\$ 2,336,400	\$ 2,355,900	\$ 2,355,900
Contrib. & Donations	235,200	315,700	315,700
Transfers in From			
Host Community Fund	510,400	425,700	419,700
Capital Facilities Fund	721,300	-	1,219,500
TOTAL	<u>\$ 3,803,300</u>	<u>\$ 3,097,300</u>	<u>\$ 4,310,800</u>
Expenditures -			
Current	\$ 3,082,000	\$ 3,097,300	\$ 3,091,300
Capital Outlay	721,300	-	1,219,500
TOTAL	<u>\$ 3,803,300</u>	<u>\$ 3,097,300</u>	<u>\$ 4,310,800</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed EDA Operating Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ 300	\$ 200	\$ 200
Transfer in From General Fund	94,100	83,100	83,100
TOTAL	<u>\$ 94,400</u>	<u>\$ 83,300</u>	<u>\$ 83,300</u>
Expenditures -			
Current	<u>\$ 94,400</u>	<u>\$ 83,300</u>	<u>\$ 83,300</u>
TOTAL	<u>\$ 94,400</u>	<u>\$ 83,300</u>	<u>\$ 83,300</u>

CITY OF INVER GROVE HEIGHTS

CAPITAL PROJECT FUNDS

2018 Proposed Storm Water Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Storm Water Fees	\$ 306,100	\$ 510,300	\$ 510,300
Other	\$ 2,600	\$ 4,000	\$ 4,000
TOTAL	<u>\$ 308,700</u>	<u>\$ 514,300</u>	<u>\$ 514,300</u>
Expenditures -			
Current	\$ 308,700	\$ 514,300	\$ 514,300
TOTAL	<u>\$ 308,700</u>	<u>\$ 514,300</u>	<u>\$ 514,300</u>

2018 Proposed Storm Water - NWA Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Storm Water Fees	\$ 131,800	\$ 581,200	\$ 581,200
Special Assessments	1,300	1,200	1,200
Other	4,500	11,300	11,300
TOTAL	<u>\$ 137,600</u>	<u>\$ 593,700</u>	<u>\$ 593,700</u>
Expenditures -			
Current	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed ADA Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Transfers in From			
Host Community Fund	\$ 21,500	\$ 19,700	\$ 19,700
City Facilities Fund	20,300	32,300	32,300
TOTAL	<u>\$ 41,800</u>	<u>\$ 52,000</u>	<u>\$ 52,000</u>
Expenditures -			
Current	\$ 138,300	\$ 52,000	\$ 52,000
TOTAL	<u>\$ 138,300</u>	<u>\$ 52,000</u>	<u>\$ 52,000</u>

CITY OF INVER GROVE HEIGHTS

ENTERPRISE FUNDS

2018 Proposed Water Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Water Fees	\$ 3,035,000	\$ 3,099,300	\$ 3,099,300
Other	27,700	30,600	30,600
TOTAL	<u>\$ 3,062,700</u>	<u>\$ 3,129,900</u>	<u>\$ 3,129,900</u>
Expenses -			
Current	\$ 3,287,500	\$ 3,408,500	\$ 3,419,600
TOTAL	<u>\$ 3,287,500</u>	<u>\$ 3,408,500</u>	<u>\$ 3,419,600</u>

2018 Proposed Water Rev Ref 2012A Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenses -			
Debt Service	\$ 36,000	\$ 28,500	\$ 28,500
TOTAL	<u>\$ 36,000</u>	<u>\$ 28,500</u>	<u>\$ 28,500</u>

2018 Proposed Water Connection Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Charges for Services	\$ 105,300	\$ 168,300	\$ 168,300
Other	-	2,300	2,300
TOTAL	<u>\$ 105,300</u>	<u>\$ 170,600</u>	<u>\$ 170,600</u>
Expenses -			
Other	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed Water System Improvements Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ 20,800	\$ 26,700	\$ 26,700
TOTAL	\$ 20,800	\$ 26,700	\$ 26,700
Expenses -			
Transfer Out	\$ 551,800	\$ 539,300	\$ 539,300
TOTAL	\$ 551,800	\$ 539,300	\$ 539,300

2018 Proposed Water - NWA Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Charges for Services	\$ 308,800	\$ 416,400	\$ 416,400
Special Assessments	2,600	1,300	1,300
Other	-	46,500	46,500
TOTAL	\$ 311,400	\$ 464,200	\$ 464,200
Expenses -			
Other	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL	\$ 5,000	\$ 5,000	\$ 5,000

CITY OF INVER GROVE HEIGHTS

2018 Proposed Sewer Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Sewer Fees	\$ 3,434,800	\$ 3,550,000	\$ 3,550,000
Other	42,900	48,200	48,200
TOTAL	<u>\$ 3,477,700</u>	<u>\$ 3,598,200</u>	<u>\$ 3,598,200</u>
Expenses -			
Current	\$ 3,588,100	\$ 3,847,700	\$ 3,846,500
TOTAL	<u>\$ 3,588,100</u>	<u>\$ 3,847,700</u>	<u>\$ 3,846,500</u>

2018 Proposed GO Sewer Rev 2010A Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenses -			
Debt Service	\$ 439,000	\$ 438,700	\$ 438,700
TOTAL	<u>\$ 439,000</u>	<u>\$ 438,700</u>	<u>\$ 438,700</u>

2018 Proposed GO Sewer Rev 2014B Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenses -			
Debt Service	\$ 105,600	\$ 118,200	\$ 118,200
TOTAL	<u>\$ 105,600</u>	<u>\$ 118,200</u>	<u>\$ 118,200</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed GO Sewer Rev 2015B Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
Expenses -			
Debt Service	\$ 128,600	\$ 124,400	\$ 124,400
TOTAL	\$ 128,600	\$ 124,400	\$ 124,400

2018 Proposed GO Sewer Rev 2017A Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Other	N/A	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
Expenses -			
Other	N/A	\$ 154,800	\$ 154,800
TOTAL	\$ -	\$ 154,800	\$ 154,800

CITY OF INVER GROVE HEIGHTS

2018 Proposed Sewer Connection Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Charges for Services	\$ 33,900	\$ 53,900	\$ 53,900
Other	8,500	9,200	9,200
TOTAL	<u>\$ 42,400</u>	<u>\$ 63,100</u>	<u>\$ 63,100</u>
Expenses -			
Other	-	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

2018 Proposed Sewer - NWA Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Charges for Services	\$ 492,500	\$ 693,200	\$ 693,200
Special Assessments	4,300	2,200	2,200
Other	-	600	600
Transfer In	-	539,300	539,300
TOTAL	<u>\$ 496,800</u>	<u>\$ 1,235,300</u>	<u>\$ 1,235,300</u>
Expenses -			
Debt	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed Golf Course Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Charges for Services	\$ 1,676,400	\$ 1,680,200	\$ 1,680,200
Other	-	2,800	2,800
Transfer in			
Host Community Fund	100,000	-	-
TOTAL	<u>\$ 1,776,400</u>	<u>\$ 1,683,000</u>	<u>\$ 1,683,000</u>
Expenditures -			
Current			
	<u>\$ 1,813,200</u>	<u>\$ 1,778,900</u>	<u>\$ 1,776,500</u>
TOTAL	<u>\$ 1,813,200</u>	<u>\$ 1,778,900</u>	<u>\$ 1,776,500</u>

CITY OF INVER GROVE HEIGHTS

INTERNAL SERVICE FUNDS

2018 Proposed Risk Management Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Internal Charges	\$ 832,100	\$ 956,300	\$ 952,500
Other	68,100	68,600	68,600
TOTAL	<u>\$ 900,200</u>	<u>\$ 1,024,900</u>	<u>\$ 1,021,100</u>
Expenses -			
Current	\$ 950,200	\$ 1,024,900	\$ 1,021,100
TOTAL	<u>\$ 950,200</u>	<u>\$ 1,024,900</u>	<u>\$ 1,021,100</u>

2018 Proposed Central Equipment Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Internal Charges	\$ 2,545,200	\$ 2,731,600	\$ 2,730,400
Other	94,400	101,300	101,300
TOTAL	<u>\$ 2,639,600</u>	<u>\$ 2,832,900</u>	<u>\$ 2,831,700</u>
Expenses -			
Current	2,352,500	2,636,100	2,634,900
TOTAL	<u>\$ 2,352,500</u>	<u>\$ 2,636,100</u>	<u>\$ 2,634,900</u>

2018 Proposed Central Stores Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Internal Charges	\$ 82,600	\$ 95,000	\$ 95,000
Other	5,000	4,900	4,900
TOTAL	<u>\$ 87,600</u>	<u>\$ 99,900</u>	<u>\$ 99,900</u>
Expenses -			
Current	\$ 87,600	\$ 99,900	\$ 99,900
TOTAL	<u>\$ 87,600</u>	<u>\$ 99,900</u>	<u>\$ 99,900</u>

CITY OF INVER GROVE HEIGHTS

2018 Proposed City Facilities Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Internal Charges	\$ 416,900	\$ 558,100	\$ 557,800
Other	10,600	10,500	10,500
TOTAL	<u>\$ 427,500</u>	<u>\$ 568,600</u>	<u>\$ 568,300</u>
Expenses -			
Current	\$ 1,084,200	\$ 1,154,600	\$ 1,154,300
Transfer to ADA Fund	20,300	32,300	32,300
TOTAL	<u>\$ 1,104,500</u>	<u>\$ 1,186,900</u>	<u>\$ 1,186,600</u>

2018 Proposed Technology Fund Budget

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Revenues -			
Internal Charges	\$ 1,117,700	\$ 1,151,200	\$ 1,152,400
Other	8,000	10,000	10,000
TOTAL	<u>\$ 1,125,700</u>	<u>\$ 1,161,200</u>	<u>\$ 1,162,400</u>
Expenses -			
Current	\$ 741,000	\$ 796,200	\$ 797,200
TOTAL	<u>\$ 741,000</u>	<u>\$ 796,200</u>	<u>\$ 797,200</u>



Ethics, Excellence, Engagement

CITY OF INVER GROVE HEIGHTS

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Finance Department

Presented by: Kristi Smith, Finance Director

Prepared by: Kristi Smith, Finance Director

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2018 Tax Levies and Budgets

December 11, 2017

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2018 Tax Levies and Budgets

- Preliminary levies and budgets were approved on September 11, 2017
- Dakota County mailed the 2018 proposed property tax notices on November 13, 2017
- December 11, 2017
 - Presentation of final budget
 - Public must be allowed to speak
 - Adoption of final budgets and levies
- Final budgets and levies must be certified to Dakota County on or before December 28, 2017

2018 Expenditure Budgets

General, Special Revenue and Capital Projects Funds

Fund	2017		2018	
	Amended		Proposed 9/11/2017	Proposed 12/11/2017
General	\$ 20,802,000		\$ 22,671,700	\$ 22,367,900
Recreation	637,900		633,700	632,400
Community Center	3,803,300		3,097,300	4,310,800
EDA	94,400		83,300	83,300
Storm Water	307,800		514,300	514,300
Storm Water - NWA	-		-	-
ADA	138,300		52,000	52,000

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2018 Expense Budgets

Enterprise Funds

	2016 Amended	2017 Proposed 9/26/2016	2017 Proposed 12/12/2016
Water			
Water Rev Ref 2012A	3,287,500	3,408,500	3,419,600
Water Connection	36,000	28,500	28,500
Water System Improvements	-	-	-
Water - NWA	551,800	539,300	539,300
Sewer	5,000	5,000	5,000
Sewer Rev 2010A	3,588,100	3,847,700	3,846,500
Sewer Rev 2014B	439,000	438,700	438,700
Sewer Rev 2015B	105,600	118,200	118,200
Sewer Rev 2017A	128,600	124,400	124,400
Sewer Connection	N/A	154,800	154,800
Sewer - NWA	-	-	-
Golf Course	5,000	5,000	5,000
	1,813,200	1,778,900	1,776,500



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2018 Expense Budgets

Internal Service Funds

	2017 Amended	2018 Proposed 9/11/2017	2018 Proposed 12/11/2017
Risk Management	950,200	1,024,900	1,021,100
Central Equipment	2,352,500	2,636,100	2,634,900
Central Stores	87,600	99,900	99,900
City Facilities	1,104,500	1,186,900	1,186,600
Technology	741,000	796,200	797,200
Total All Funds	<u>\$ 40,979,300</u>	<u>\$ 43,245,300</u>	<u>\$ 44,156,900</u>

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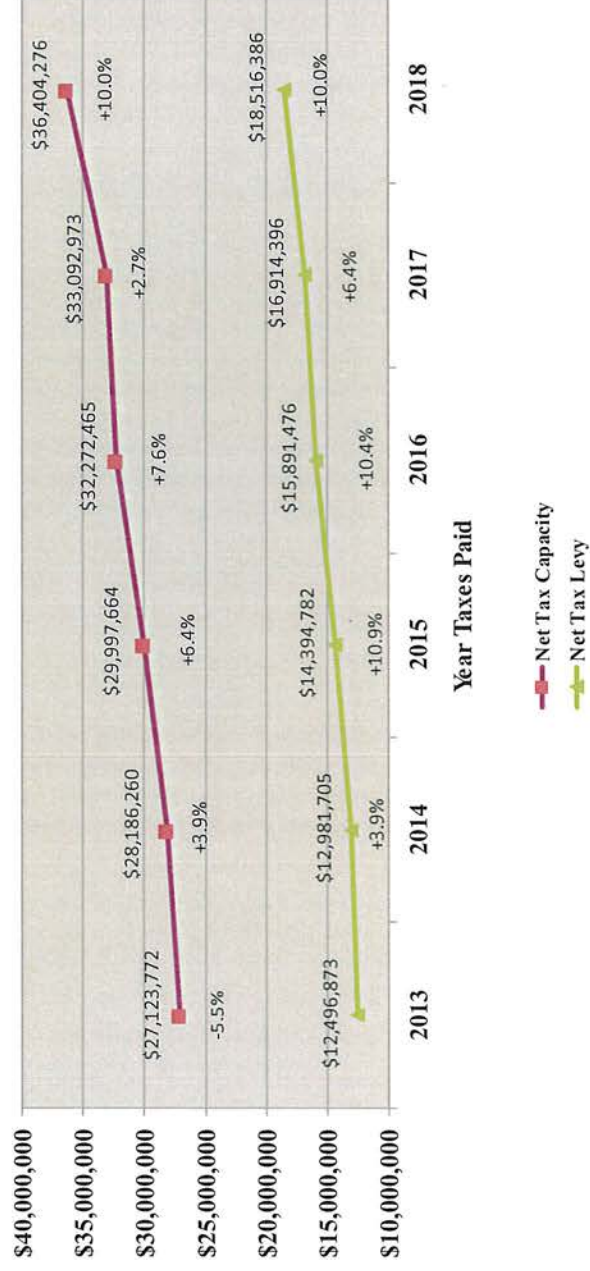


2018 Tax Levies

	2017 Amended	Proposed 9/11/2017	Proposed 12/11/2017	Percent Change
General Operating Fund	\$ 16,973,400	\$ 19,325,000	\$ 19,021,200	12.06%
General Bond Retirement	2,200,392	1,939,310	1,941,197	-11.78%
Total City-Wide Tax Levy	<u>\$ 19,173,792</u>	<u>\$ 21,264,310</u>	<u>\$ 20,962,397</u>	9.33%
Special Tax				
District Levies:				
2010C Simley Lake	\$ 24,033	N/A	N/A	
70th Street Recon				
Babcock Trail	N/A	22,230	22,230	
South Grove	N/A	41,285	41,285	
70th Street	N/A	15,879	15,879	
	<u>\$ 19,197,825</u>	<u>\$ 21,343,704</u>	<u>\$ 21,041,791</u>	9.61%
City Tax Rate	0.51644	0.51693	0.50863	-1.51%



Net Tax Capacity and Net Tax Levy

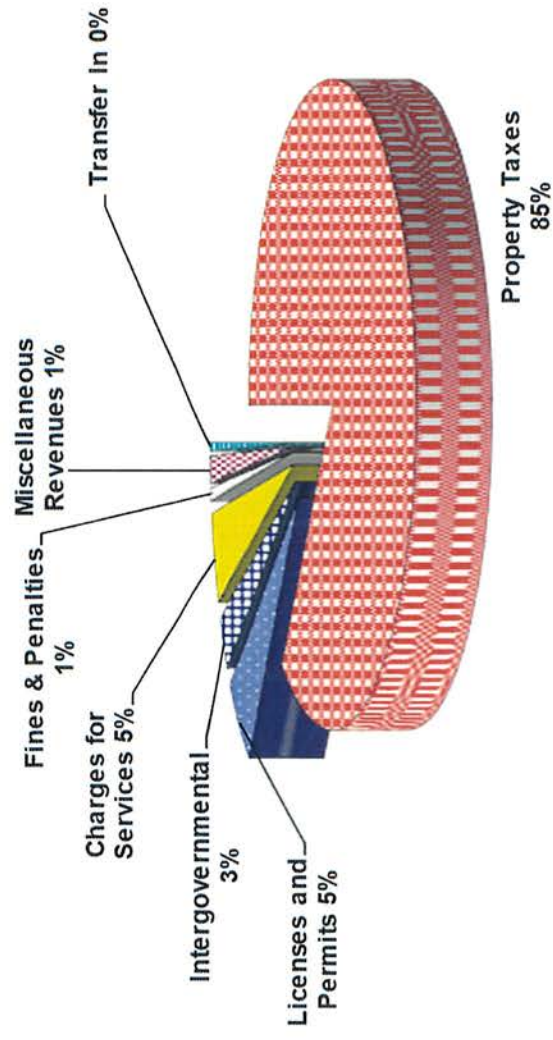


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2018 General Fund Revenues

General Fund Revenues \$22,342,300



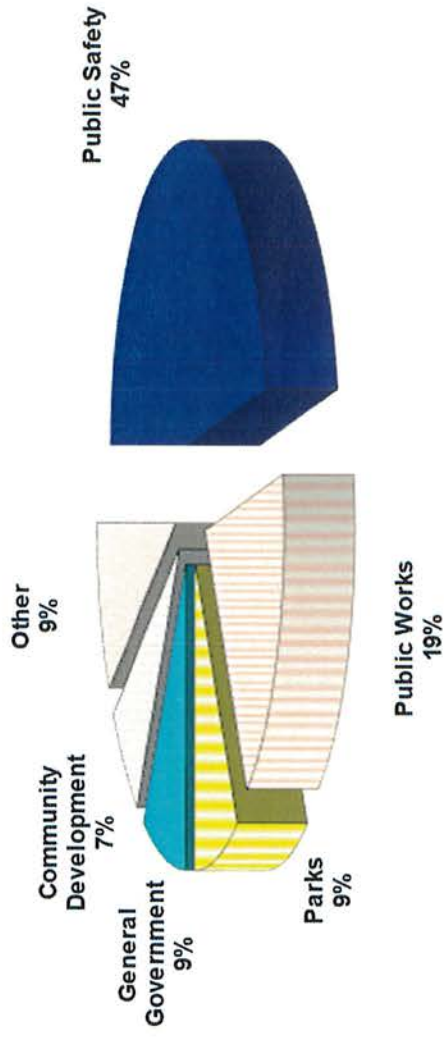
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2018 General Fund Expenditures

General Fund Expenditures \$22,367,900



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General Fund Reliances on Other Funds

	2012	2013	2014	2015	2016	2017	2018
Host Community Fund	\$ 1,460,000	\$ 603,640	\$ 400,000	\$ 300,000	\$ 300,000	\$ 200,000	\$ 100,000
Central Equipment Fund	188,000		202,000				
Community Projects Fund	65,000						
City Facilities Fund	50,000						
Central Stores Fund	50,000	78,874					
Risk Management		78,874					
	<u>\$ 1,813,000</u>	<u>\$ 761,388</u>	<u>\$ 602,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 200,000</u>	<u>\$ 100,000</u>

Beginning in 2013 the transfer to the Pavement Management Fund no longer flows through the General Fund, it goes directly from the Host Community Fund to the Pavement Management Fund.

Impact on Mean and Median Residential Properties

MEAN	RESIDENTIAL HOMESTEAD VALUE = \$ 248,247 2017 TAXABLE MARKET VALUE = \$ 231,176
2017 Tax Capacity -	
	1.00% of \$ 231,176 = 2,312
	Tax Capacity 2,312
	x 2017 Rate 0.51644
	2017 City Tax \$1,193.89
	RESIDENTIAL HOMESTEAD VALUE = \$ 266,680 7.43% Increase in value
	2018 TAXABLE MARKET VALUE = \$ 251,074
2018 Tax Capacity -	
	1.00% \$ 251,074 = 2,511
	Tax Capacity 2,511
	x Est. 2018 Rate 0.50863
	Est. 2018 City Tax \$1,277.04
	Difference \$83.15
	Percent change 6.96%

MEDIAN	RESIDENTIAL HOMESTEAD VALUE = \$ 213,550 2017 TAXABLE MARKET VALUE = \$ 194,834
2017 Tax Capacity -	
	1.00% of \$ 194,834 = 1,948
	Tax Capacity 1,948
	x 2017 Rate 0.51644
	2017 City Tax \$1,006.20
	RESIDENTIAL HOMESTEAD VALUE = \$ 232,250 8.76% Increase in value
	2018 TAXABLE MARKET VALUE = \$ 215,259
2018 Tax Capacity -	
	1.00% of \$ 215,259 = 2,153
	Tax Capacity 2,153
	x Est. 2018 Rate 0.50863
	Est. 2018 City Tax \$1,094.87
	Difference \$88.67
	Percent change 8.81%



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Impact on Selected Business Properties

2016		BUSINESS VALUE = \$ 563,700	
Tax Capacity -			
1.5% of 1st \$	150,000 =	2,250	
2.0% of \$	413,700 =	8,664	
Tax Capacity		10,914	
Less Fiscal Disparities		(4,477)	
		6,437	
x 2016 Rate		0.51644	
2016 City Tax		\$3,324.32	
BUSINESS VALUE = \$ 586,900			
4.12% Increase in value			
2017			
Tax Capacity -			
1.5% of 1st \$	150,000	2,250	
2.0% of \$	436,900	8,738	
Tax Capacity		10,988	
Less Fiscal Disparities Est.		(4,477)	
		6,511	
x Est. 2017 Rate		0.50863	
Est. 2017 City Tax		\$3,311.69	
Difference		(\$12.63)	
Percent change		-0.38%	

2016		BUSINESS VALUE = \$3,058,200	
Tax Capacity -			
1.5% of 1st \$	150,000 =	2,250	
2.0% of \$	2,908,200 =	58,164	
Tax Capacity		60,414	
Less Fiscal Disparities		(23,463)	
		36,951	
x 2016 Rate		0.51644	
2016 City Tax		\$19,082.98	
BUSINESS VALUE = \$3,065,500			
0.24% Increase in value			
2017			
Tax Capacity -			
1.5% of 1st \$	150,000	2,250	
2.0% of \$	2,915,500	58,310	
Tax Capacity		60,560	
Less Fiscal Disparities Est.		(23,463)	
		37,097	
x Est. 2017 Rate		0.50863	
Est. 2017 City Tax		\$18,868.65	
Difference		(\$214.33)	
Percent change		-1.12%	

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Questions?

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2018-2022 Capital Improvement Plan

Meeting Date: December 11, 2017
Item Type: Regular Agenda
Contact: Kristi Smith 651-450-2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To approve 2018-2022 Capital Improvement Plan.

SUMMARY

The Capital Improvement Plan 2018-2022 was first presented at the November 6, 2017 work session. No changes were recommended at that time.

November 2017

Financing Plan for the 2018 – 2022 Capital Improvement Plan

City of Inver Grove Heights,
Minnesota



Prepared By:

City Staff
And
Ehlers

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Introduction and Summary

The City of Inver Grove Heights has developed a multi-year financing plan for its capital improvement plan (CIP). Going beyond the basic “what, when, where and cost” that is typical of many CIPs, this CIP financing plan incorporates cash and debt funding sources so City leaders can determine the appropriate future fiscal impacts of the proposed capital projects. The goal of this CIP financing plan is to prioritize the use of the City’s resources in funding capital projects, and to develop a coherent framework that helps to explain the City’s spending decisions to Inver Grove Heights residents and taxpayers.

The purpose of this study is to create a 2018-2022 CIP financing plan that reflects all relevant capital project information, matches anticipated project expenditures with cash and/or debt funding sources, and **identifies the impact of future capital projects on property tax rates over the next five years.**

The Capital Improvement Plan as summarized below includes capital projects anticipated for non-utility related funds. We have included the Golf Course Enterprise Fund in the analysis because of its ongoing financial condition. We have not included Water or Sanitary Sewer Enterprise Funds because these funds operate similar to a business and capital projects are funded by rates and charges, rather than general property taxes. It is important to note that this CIP document does not address the expected shortfalls in the sewer and storm water enterprise funds related to the Northwest Area.

During the update of this report in November 2016, the City Council gave staff direction to keep the annual debt levy at 10% of general fund expenditures. In response, staff proposed reducing and/or delaying the following major projects:

- Fire Station in 2018 reduced from \$9.5 million to \$6.2 million
- Maintenance Facility postponed from 2019 to 2022 and reduced from \$9.6 million to \$6.2 million
- 117th Street reduced from \$9.5 million to \$4.475 million

The result was that the 2016-2021 Plan anticipated \$56.6 million of non-utility City capital expenditures over the 5-year planning period, which was an \$18.3 million reduction to CIP draft dated October 2016.

This current CIP includes \$80.1 million of non-utility capital related expenditures, or a \$23.5 million increase over the final Plan last year. It reflects actual anticipated costs for the Fire Station, Public Works Maintenance Facility. To finance all of the proposed improvements, the City’s annual debt levy will more than double, and increase as a percent of General Fund expenditures from 11% in 2017 to 17% in 2022.

The funds that are part of the CIP include: General Fund, Park Acquisition and Development, Park Capital Replacement, Host Community, Community Projects, Pavement Management, Closed Bond, City Facilities, Golf Course, Local Improvement, Community Center, Capital Facilities and Economic Development Authority.

Projected capital expenditures for the years 2018 through 2022 as summarized on pages 5-6, are as follows:

•	2018:	\$ 32,069,272
•	2019:	\$ 13,842,000
•	2020:	\$ 11,942,800
•	2021:	\$ 6,644,700
•	2022:	<u>\$ 15,651,219</u>
	Total:	\$ 80,149,991*

*The amounts listed are not inflated and are based on staff estimates. The proposed capital costs for the projects are increased for inflation within each of the fund summaries that are found in Exhibits B-M

The same \$80.1 million of non-utility CIP expenditures grouped by fund are as follows:

•	Parks Acquisition and Development	\$ 6,668,022
•	Park Capital Replacement	\$ 1,245,000
•	Community Projects	\$ 150,919
•	Pavement Management	\$ 23,237,600
•	City Facilities	\$ 20,561,450
•	Golf Course	\$ 250,000
•	Local Improvement	\$ 23,486,700
•	Community Center	<u>\$ 4,550,300</u>
	Total:	\$ 80,149,991

In order to maintain adequate cash reserves, 52% of the anticipated future capital costs, or approximately \$41.9 million, will need to be financed over the next five years. A common measure of debt capacity is to look at the net annual debt levy as a percent of the total general fund expenditures. The chart below shows that, according to this measure, the City's annual debt load will more than double from 11% of general fund expenditures in 2017 to 17% by 2022.

Net Debt Levy as a % of Total General Fund Expenditures

2016	2017	2018	2019	2020 PROJECTED	2021	2022
10%	11%	9%	11%	14%	17%	17%

The debt anticipated in this plan is summarized in the chart below. The proposed financings do not include potential future bond issues for utility related projects or potential street projects anticipated beyond 2022.

Proposed Project Financing						
	2017	2018	2019	2020	2021	2022
Bonds for New Projects						
Pavement Management	\$ 3,625,000	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station		\$ 9,700,000				
Maintenance Facility Expansion						\$ 9,900,000
Local Improvement (Street Reconstruction)	\$ -	\$ -	\$ 9,900,000	\$ 9,900,000	\$ 2,500,000	\$ -
Refunding Bonds						
2017A (Refunds Northwest Area Sewer Bonds)	\$ 5,755,000					
Total	9,380,000	9,700,000	9,900,000	9,900,000	2,500,000	9,900,000

The 2018 CIP financing plan includes detailed assumptions and forecasts for the City General Fund revenues and expenditures in 2018 through 2022. This detail should help the City monitor the overall accuracy of the General Fund cashflow estimates in future years and better positions the City to make adjustments as necessary. The detailed analysis includes the following assumptions:

- 2% annual increases in non-property tax revenues;
- 2018 General Fund operating costs increase by 5% per year from 2018-2022;
- 4% inflation on Capital Project costs, starting from the \$80.1 million in costs identified in the City's 2018-2022 CIP.
- The 2018 taxable net tax capacity for the City is expected to be \$36,404,276 which represents an 11% increase in tax capacity over 2017. We are assuming that City's existing tax capacity will increase 2.5% in 2018 and each year thereafter. Exhibit A shows the estimated tax capacity being returned to the general tax rolls for TIF District 4-1 that will be decertified in 2019 for

taxes payable in 2020. Increased tax capacity is also projected from growth within the Northwest Area starting at an additional 38 homes for taxes payable in 2018 and 70 homes per year thereafter.

- General Fund balance remains stable at approximately \$9.5 million.

The following table illustrates the effect of operating cost increases, capital improvement projects and the related debt levy on the tax rate, given the above assumptions.

General Fund	2017	2018	2019	2020	2021	2022
City Tax Capacity Rate	51.644%	52.242%	54.650%	56.142%	59.227%	60.698%
% Change in Rate	4.83%	1.16%	4.61%	2.73%	5.50%	2.48%
City Property Tax on Median Residential Property	\$ 1,013	\$ 1,055	\$ 1,136	\$ 1,202	\$ 1,305	\$ 1,377
% Change in City Taxes Paid	8%	4%	8%	6%	9%	6%
Median Residential Market Value	\$ 214,100	\$ 219,453	\$ 224,939	\$ 230,562	\$ 236,326	\$ 242,234

It is important to point out that while the City has developed a Capital Improvement Plan, the plan represents a conceptual overview of the City's capital improvement needs over the next 5 years and as such is a planning tool. The presence of any particular capital expenditure and the designation of an anticipated funding source or sources do not authorize the acquisition of an asset or construction of a project. The actual asset/project must be specifically authorized by the City Council as part of each year's formal budgeting process or project authorization process.

The conclusions and recommendations resulting from this study are based on information provided to Ehlers. The City will periodically review and update the Capital Improvement Plan to reflect the actual cost of capital projects as they are completed and to incorporate any changes in anticipated future capital improvements (e.g. timing, cost, funding sources).

The summary table that follows identifies the proposed capital projects, by year. These amounts have not been inflated. The impact of inflation is found on the fund projections that are shown on Exhibits B through M.

Exhibit	Park Acquisition and Development	Park Capital Replacement	Community Projects	Pavement Management	City Facilities	Golf Course	Local Improvement	Community Center	Yearly Total
	B	C	E	F	H	I	J	K	
2018									
Heritage Village park	3,475,022								
Upper 55th trail	125,000								
NW park acquisition	400,000								
NW park development	400,000								
NW trail development	50,000								
VMCC Babcock Trail	68,000								
Streetscapes		10,000							
Tennis court/basketball repair		50,000							
Election equipment			10,700						
Rich Valley well-backstop hoods		80,000							
Upper 55th St				400,000					
Maintenance facility expansion					250,000				
Broderick Blvd				5,620,000					
65th St TH3 to Argenta							2,522,600		
70th Street-Eagan to TH 3							500,000		
Abigail/93rd St				1,107,000					
Park trails and parking lots				2,000,000					
Emerald Ash Borer			33,000						
Fire Station #2					10,378,450				
Seidl's Lake Outlet							250,000		
70th St roundabout							1,770,000		
117th/TH55 to Rich Valley							800,000		
Cracksealing and sealcoating				500,000					
CIP						50,000		1,219,500	
Total Year (not inflated)	4,518,022	140,000	43,700	9,627,000	10,628,450	50,000	5,842,600	1,219,500	32,069,272
2019									
Streetscapes		10,000							
NW park acquisition	300,000								
Playground equipment		100,000							
Update Seidl's master plan	100,000								
North Valley/South Valley master plan	300,000								
North Valley/South Valley picnic shelter		500,000							
Rich Valley tennis courts		45,000							
Tennis court/basketball repair		50,000							
Fishing pier		50,000							
50th Street neighborhood				5,936,200					
117th/TH55 to Rich Valley							1,200,000		
70th St/Eagan to TH3							1,000,000		
65th St TH3 to Argenta Trail							2,989,100		
Park trails and parking lots				250,000					
Cracksealing and sealcoating				500,000					
Emerald Ash Borer			33,000						
CIP						50,000		428,700	
Total Year (not inflated)	700,000	755,000	33,000	6,686,200	-	50,000	5,189,100	428,700	13,842,000

Exhibit	Park Acquisition and Development	Park Capital Replacement	Community Projects	Pavement Management	City Facilities	Golf Course	Local Improvement	Community Center	Yearly Total
	B	C	E	F	H	I	J	K	
2020									
NW trail development	50,000								
NW park development	200,000								
Playground equipment		75,000							
Streetscapes		10,000							
Tennis court/basketball repair		20,000							
Orchard Trail							80,000		
Cracksealing and sealcoating				500,000					
Park trails and parking lots				250,000					
70th St/Eagan to TH3							4,400,000		
117th/TH55 to Rich Valley							6,000,000		
Emerald Ash Borer			33,000						
CIP						50,000		274,800	
Total Year (not inflated)	250,000	105,000	33,000	750,000	-	50,000	10,480,000	274,800	11,942,800
2021									
NW park acquisition	400,000								
Streetscapes		10,000							
Playground equipment		150,000							
80th St east of roundabout							575,000		
Cracksealing and sealcoating				500,000					
Carlela				2,104,400					
Park Trail and Parking Lot				320,000					
Maintenance Facility expansion					320,000				
Emerald Ash Borer			33,000						
CIP						50,000		2,182,300	
Total Year (not inflated)	400,000	160,000	33,000	2,924,400	320,000	50,000	575,000	2,182,300	6,644,700
2022									
Park Trail-NW Area									
NW trail development	100,000								
Dawn Way				2,500,000					
NWA grade separated crossing	700,000								
Cracksealing and sealcoating				500,000					
Playground equipment		75,000							
Streetscapes		10,000							
Park Trail and Parking Lot				250,000					
Maintenance Facility expansion					9,613,000				
Emerald Ash Borer			8,219						
80th St east of roundabout							1,400,000		
CIP						50,000		445,000	
Total Year (not inflated)	800,000	85,000	8,219	3,250,000	9,613,000	50,000	1,400,000	445,000	15,651,219
FIVE YEAR TOTAL	6,668,022	1,245,000	150,919	23,237,600	20,561,450	250,000	23,486,700	4,550,300	80,149,991

Funds

General Fund (Exhibit A)

Exhibit A shows the General Fund operations and property tax levy. Included are existing levies for debt, which include street projects and the City Hall/Public Safety project. The model includes the above mentioned assumptions for tax base. The model shows transfers out to other funds and includes any capital improvement project to be funded out of the General Fund. It should be noted that equipment replacement is funded through the operating budgets and a separate schedule is not included here. We have not assumed any increase in ending fund balance for the General Fund. At this time, the 2018 budget includes the base budget plus additional requests as preliminarily approved in September 2017.

Park Acquisition and Development Fund (Exhibit B)

The Park Acquisition and Development Fund accounts for park dedication fees, related revenues and park and trail improvements. This fund has a beginning fund balance of \$2,390,922 for 2017. A total of \$6.6M in capital costs have been identified in this fund. Of that, approximately \$2.6M is identified to be spent in the Northwest Area for park acquisition and park and trail development, which is nearly 140% higher than the previous year's estimate of \$1.9M

Park Capital Replacement Fund (Exhibit C)

This fund accounts for the cost to replace existing parks facilities. This fund will receive an annual transfer from the General Fund in the amount of an average of \$285,000 per year from 2018-2022. Park dedication fees cannot be used for maintaining existing parks. The inflated capital costs from 2018 to 2022 equals \$1.3 million.

Host Community Fund (Exhibit D)

This fund accounts for revenues received from agreements related to solid waste disposal/storage. This fund has received approximately \$1.8 million per year from these agreements. Revenue is expected to decline to approximately \$1.4M per year. This fund also accounts for annual transfers to the General Fund, to the Community Center Fund, and the ADA Fund. The fund balance in this fund is expected to decline to approximately \$1.4M by 2022. It is important to note that projected deficits in the Northwest Area funds are not reflected in the cashflow for this Fund. With the expected level of projects, this fund will have limited available cash to fund those deficits.

Community Projects (Exhibit E)

This fund accounts for resources reserved for future community improvement projects. Expenditures for the Emerald Ash Borer project and election equipment are programmed from 2018 to 2022.

Pavement Management (Exhibit F)

This fund accounts for the project costs and the related special assessment revenue used to finance the City's yearly Pavement Management Program. This fund receives the City's new franchise fee revenues, and an annual transfer from the General Fund. Debt service related to prior bonds issued for pavement management projects are shown on Exhibit A page 15 for each related debt issue. It is assumed that 20% of the street reconstruction projects are specially assessed.

Closed Bond (Exhibit G)

This fund accounts for monies that remain in debt service funds after the debt has been fully paid. The model shows adequate cash balances after contributions to reduce the debt levy.

City Facilities (Exhibit H)

This fund accounts for costs related to maintaining City Hall, the Maintenance Facility and the Fire Stations. The projects slated for this fund are the Maintenance Facility Expansion in 2022 and a Fire Station in 2018. Sufficient cash does not exist for these projects so this plan assumes they will be financed with bonds to be repaid with a property tax levy. The issuance of bonds will require the City Council to seek authorization under appropriate state statute. The model includes debt levies for these projects. Currently funds are not set aside for capital needs (roof, HVAC, etc) and the fund is expected to have a negative balance by the end of 2022, which will be solved with excess fire station land sale proceeds.

Golf Course (Exhibit I)

This fund accounts for the revenues and expenditures related to operating the Golf Course. Exhibit I shows the projected cash flow of this fund. Golf course revenues cover operating expenses and the golf cart lease payments. The model shows positive cash balances going forward.

Local Improvement (Exhibit J)

This fund accounts for the revenues and expenses related to street construction projects that are not accounted for in the Pavement Management Fund and include projects from the Street Reconstruction and Overlay Plan. The model assumes all future projects will be paid with bond proceeds, special assessments and state aids. The debt service to repay the bonds is assumed to be paid by a property tax debt levy. The projects scheduled for this fund include improvements to 70th Street, Argenta/TH55, 65th Street, Seidl's Lake outlet and 80th Street. There is a projected future debt levy starting in 2018 and increasing thereafter as shown in the model.

Community Center (Exhibit K)

This fund accounts for the revenues and expenses related to the operation of the Community Center. The model shows the actual 2016 ending fund balance and future annual transfers from various funds in order to make up the shortage of operating revenues as compared to expenses. Previously, capital needs were primarily financed from the Community Projects Fund or the Capital Facilities Fund. Beginning in 2018, operating shortfalls and capital needs will be financed with transfers from the Host Community Fund.

Capital Facilities (Exhibit L)

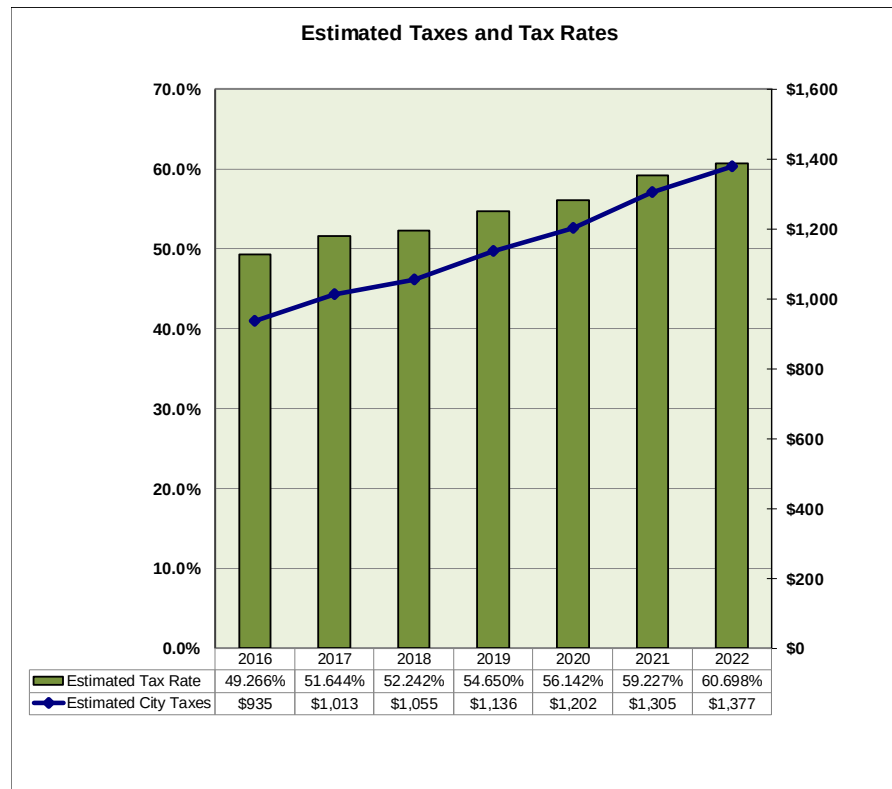
This fund accounts for the revenues and expenses reserved for future City capital projects. The existing cash balance is being used for annual transfers to the Community Center Fund for capital needs and Park Capital Replacement.

Economic Development (Exhibit M)

This fund accounts for the revenues and expenses related economic development activities in the city. The model shows a transfer in from the General Fund.

Tax Rate Impact

The resulting tax rate and tax impact are shown in the chart below.



Taxes are calculated factoring in the market value exclusion, calculated on a median value homestead residential property valued at \$214,100 in 2017, 219,453 in 2018 and inflated by 2.5% thereafter.

Policy Considerations

The Council can prioritize the various capital projects or additional transfers by using the table below as a decision guide. The chart below shows the incremental tax that would be required on the average valued home, given the assumptions for tax base and tax rate for estimated payable 2018, at different expenditure levels. The table shows the impact of an increase in the levy at \$50,000, \$100,000, \$200,000, \$300,000 and \$400,000, the resulting incremental increase in the tax rate and the effect on taxes.

Expenditure Level	Increase to Taxes	Additional Tax Rate
\$50,000	\$2.70	0.137%
\$100,000	\$5.40	0.275%
\$200,000	\$10.80	0.549%
\$300,000	\$16.20	0.824%
\$400,000	\$21.50	1.099%

The table illustrates that, for a \$100,000 expense, the increase on estimated taxes would be \$5.40 on a residential home valued at \$214,100. Annual debt levy of \$100,000 would support a bond issue of approximately \$1,150,000. Another way to put it is that for every additional \$100,000 in levy, the City can pay for \$1.15 million in project costs.

Options

If the projected tax impacts are too high, the City could pursue the following options:

- Prioritize the Capital Improvement Project list. One option could be to postpone one or more of the major facilities or Local Improvement street projects.
- Consider establishing a budget cap for certain projects.
- Consider exploring alternative funding options for projects as the City did with the addition of franchise fees.
- Establish an acceptable level of tax increases, and direct staff and consultants to determine which of the priority projects can be accomplished within the desired tax levies.

Exhibits

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**City of Inver Grove Heights
General Fund -Exhibit A**



EHLERS
& ASSOCIATES INC

Baseline Model plus Additions

Inflation Assumptions-non property tax revenues
Inflation Assumptions-expenditures

2.00% 2.00% 2.00% 2.00%
5.00% 5.00% 5.00% 5.00%

	2016	2017	2018	2019	2020	2021	2022
	Actual	Amended	Base plus Additions				
GENERAL FUND							
1 REVENUE							
2 GENERAL PROPERTY TAX	14,157,530	15,273,400	17,625,000	18,473,673	19,509,183	20,598,422	21,744,212
3 FISCAL DISPARITIES	1,802,095	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
4 OTHER levy	14,779	15,000	15,000	15,000	15,000	15,000	15,000
5 FRANCHISE FEES	103,406	103,400	107,400	109,548	111,739	113,974	116,253
6 LICENSES & PERMITS	1,133,121	1,173,100	1,131,800	1,154,436	1,177,525	1,201,075	1,225,097
7 OTHER INTERGOVERNMENTAL	676,129	618,200	615,700	628,014	640,574	653,386	666,453
8 CHARGES FOR SERVICES	660,604	1,010,400	910,400	928,608	947,180	966,124	985,446
9 FINES & FORFEITS	119,855	128,800	140,000	142,800	145,656	148,569	151,541
10 INTEREST	74,848	93,100	89,900	91,698	93,532	95,403	97,311
11 MISC. REVENUE	11,014	353,500	210,900	215,118	219,420	223,809	228,285
12 TRANSFERS	781,575	200,000	100,000	102,000	104,040	106,121	108,243
13 TOTAL REVENUE	19,534,956	20,668,900	22,646,100	23,560,895	24,663,850	25,821,882	27,037,841
14 EXPENDITURES							
15 GENERAL GOVERNMENT	1,853,731	1,816,000	1,999,100	2,099,055	2,204,008	2,314,208	2,429,919
16 PUBLIC SAFETY	9,332,846	10,120,700	10,763,800	11,301,990	11,867,090	12,460,444	13,083,466
17 PUBLIC WORKS	3,728,436	4,061,600	4,248,500	4,460,925	4,683,971	4,918,170	5,164,078
18 PARKS	1,695,806	1,943,600	2,020,500	2,121,525	2,227,601	2,338,981	2,455,930
19 COMMUNITY DEVELOPMENT	1,324,928	1,591,700	1,558,600	1,636,530	1,718,357	1,804,274	1,894,488
20 TRANSFER OUT	-	-	-	-	-	-	-
21 to Park Cap Repl Fund 444	150,000	150,000	294,700	285,000	285,000	285,000	285,000
22 to Park Acquisition Fund 402	-	-	-	-	-	-	-
23 to Rec Fund 204	331,900	359,300	353,400	371,070	389,624	409,105	429,560
24 to Pavement Mgmt Fund 440	700,000	665,000	1,250,000	1,200,000	1,200,000	1,200,000	1,200,000
25 to EDA	500	94,100	83,100	84,800	88,200	91,700	95,400
26 to Local Improvements	-	-	-	-	-	-	-
27 to Sewer fund	720,000	-	-	-	-	-	-
28 to Equipment Acquisition	7,500	-	-	-	-	-	-
29 CAPITAL OUTLAY	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-
31 CONTINGENCY	-	-	100,000	-	-	-	-
32	-	-	-	-	-	-	-
33	-	-	-	-	-	-	-
34 OPERATING EXPENDITURES	19,845,647	20,802,000	22,671,700	23,560,895	24,663,850	25,821,882	27,037,841
35							

City of Inver Grove Heights General Fund -Exhibit A		Baseline Model plus Additions						
		2016	2017	2018	2019	2020	2021	2022
	GENERAL FUND	Actual	Amended	Base plus Additions		PROJECTED		
36								
37	GENERAL FUND OPERATING TAX LEVY	15,897,800	16,973,400	19,325,000	20,173,673	21,209,183	22,298,422	23,444,212
44	ANNUAL INCREASE	5.2%	6.8%	13.9%	4.4%	5.1%	5.1%	5.1%
46								
47	SPECIAL LEVIES							
48	Bonds							
49	MN Armory Bldg (final pymt 2016)	19,600						
50	City share of assessments	235,201	234,058	205,074	197,561	190,049	181,836	142,359
51	2002A 2010C PIR Bonds (final pymt 2018)	46,942						
52	2006A 2011A Improvements Bonds (final pymt 2019)	123,819	99,200					
53	2007B-2014B Improvements (final pymt 2019)	122,500	150,000					
54	2008A 2014B Improvements (final pymt 2020)	290,000	445,000	456,482				
55	2009 2016A Refunding Bonds (final pymt 2034)	674,000	642,800	600,272	616,284	636,759	656,289	695,874
56	2010B-2017A GO Improvements (final pymt 2027)	110,000	195,000	195,000	175,000	175,000	175,000	175,000
57	2015A GO Improvements (final pymt 2031)	635,388	634,334	682,482	628,003	630,268	627,324	630,422
58	2017B GO Bonds				275,393	273,448	276,343	273,613
59	Offset from Closed Bond Fund	(200,000)	(200,000)	(200,000)				0
60	EXISTING DEBT LEVIES	2,057,450	2,200,392	1,939,310	1,892,241	1,905,524	1,916,792	1,917,268
61								
61	FUTURE LEVIES							
62	Public Facilities							
63	City Facilities	0	0	0	700,513	700,513	700,513	700,513
65	Local Improvement	0	0	0	0	855,783	1,717,874	1,944,420
66	Pavement Management	0	0	0	0	0	0	0
67								
68	TOTAL SPECIAL LEVY	2,057,450	2,200,392	1,939,310	2,592,754	3,461,820	4,335,178	4,562,201
69								
70	Beginning Fund Balance	9,926,618	9,615,927	9,482,827	9,557,227	9,557,227	9,557,227	9,557,227
71	Ending Fund Balance	9,615,927	9,482,827	9,557,227	9,557,227	9,557,227	9,557,227	9,557,227
72	TOTAL TAX LEVY	17,955,250	19,173,792	21,264,310	22,766,427	24,671,003	26,633,601	28,006,413
73	ADJUSTMENTS -FD Distribution	(2,063,774)	(2,259,396)	(2,246,011)	(2,246,011)	(2,246,011)	(2,246,011)	(2,246,011)
74	NET LEVY TO TAXPAYERS	15,891,476	16,914,396	19,018,299	20,520,416	22,424,992	24,387,590	25,760,402
75	Ending Fund Balance as a Percent of Expenditures	48%	46%	42%	41%	39%	37%	35%
76	EXISTING TAX BASE	32,272,465	32,751,978	36,404,276	37,314,383	38,487,605	40,942,033	42,205,946
77	Growth-Single Family Residential-tax capacity	0	0	0	234,500	234,500	234,500	234,500
78	-Townhomes-Residential-tax capacity	0	0	0	0	0	0	0
79								
80	TIF District Decertifying-TIF 4-1 SE Quadrant					1,221,341		
81	TOTAL TAX CAPACITY	32,272,465	32,751,978	36,404,276	37,548,883	39,943,446	41,176,533	42,440,446
82								
83	TAX RATE ON TAX CAPACITY	49.266%	51.644%	52.242%	54.650%	56.142%	59.227%	60.698%
84	TAX RATE % CHANGE	2.36%	4.83%	1.16%	4.61%	2.73%	5.50%	2.48%

City of Inver Grove Heights
Park Acquisition and Development Fund 402 - Exhibit B

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	1,668,560	2,390,922	2,744,831	1,077,655	690,431	756,935	644,559
Sources of Funds							
Charges for services	718,805	330,000	330,000	330,000	330,000	330,000	330,000
State bonding grant			1,500,000				
Other			455,647				
Transfer in			537,750				
Interest	12,792	23,909	27,448	10,777	6,904	7,569	6,446
Total Sources of Funds	731,597	353,909	2,850,845	340,777	336,904	337,569	336,446
Expenditures							
Current							
Future projects							
Capital outlay	8,911						
Heritage Village Park			3,475,022				
NWA park acquisition			400,000	300,000		400,000	
NWA park development			400,000		200,000		
NWA trail development			50,000		50,000		100,000
NWA grade separated crossing							700,000
VMCC Babcock Trail			68,000				
Update Seidl's master plan				100,000			
North Valley/South Valley master plan				300,000			
Arbor Pointe basketball court							
Upper 55th Trail			125,000				
Transfer out	324						
Transfer to Salem Shelter							
Total Expenditures	9,235	0	4,518,022	700,000	250,000	400,000	800,000
Inflation-capital only	9,235	0	4,518,022	728,000	270,400	449,946	935,887
Ending Fund Balance	2,390,922	2,744,831	1,077,655	690,431	756,935	644,559	45,118

**City of Inver Grove Heights
Park Capital Replacement Fund 444 - Exhibit C**

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	1,012,375	1,084,752	1,295,600	1,453,556	967,891	1,149,002	1,265,514
Sources of Funds							
Franchise fees							
Transfer from General Fund	150,000	150,000	285,000	285,000	285,000	285,000	285,000
Transfer from Capital Facilities	25,000	25,000	0	0	0	0	0
Transfer from Host Community	25,000	25,000	0	0	0	0	0
Interest	6,345	10,848	12,956	14,536	9,679	11,490	12,655
Total Sources of Funds	206,345	210,848	297,956	299,536	294,679	296,490	297,655
Expenditures							
Current	61,191						
Capital outlay	72,777						
Playground equipment				100,000	75,000	150,000	75,000
North Valley/South Valley picnic shelter				500,000			
Tennis court/basketball repair			50,000	50,000	20,000		
Rich Valley well-backstop hoods			80,000				
Fishing pier				50,000			
Rich Valley tennis courts				45,000			
Streetscapes			10,000	10,000	10,000	10,000	10,000
Transfer out							
Total Expenditures	133,968	0	140,000	755,000	105,000	160,000	85,000
Inflation-capital only	133,968	0	140,000	785,200	113,568	179,978	99,438
Ending Fund Balance	1,084,752	1,295,600	1,453,556	967,891	1,149,002	1,265,514	1,463,731

**City of Inver Grove Heights
Host Community Fund 451- Exhibit D**

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	4,536,162	3,690,777	2,311,942	1,673,456	1,949,768	2,439,654	1,066,677
Sources of Funds							
Land fill agreements	1,974,102	1,487,970	1,356,000	1,398,000	1,440,000	1,482,000	1,528,000
Intefund loan	4,404						
Interest	37,793	36,908	23,119	16,735	19,498	24,397	10,667
Total Sources of Funds	2,016,299	1,524,878	1,379,119	1,414,735	1,459,498	1,506,397	1,538,667
Expenditures							
Miscellaneous	89,257	109,397	82,910	82,910	82,910	82,910	82,910
Argenta Trail		540,954					
HVP Grant		248,750					
Transfer out -VMCC Operations	404,081	511,700	419,700	519,400	529,788	540,384	556,600
Transfer out -VMCC Capital	0	205,000	1,219,500	428,700	274,800	2,182,300	445,000
Transfer out -VMCC Rink Project			73,780	73,780	73,780	73,780	73,780
Transfer out -Golf Course Fund	100,000	100,000					
Transfer out-Economic Development	445,649	132,210					
Transfer out-Park Capital Replacement	25,000	25,000					
Transfer out-Local Improvement	977,397						
Transfer out-ADA	20,300	21,500	19,700	25,300			
Transfer out-Central Equipment							
Transfer out-General Fund	300,000	200,000	100,000				
Transfer out-PMP Fund Street Recon	500,000	500,000					
Transfer out -Other Funds		309,202	8,333	8,333	8,333		
Interfund loan							
Bond principal and interest	0	0	93,682	0	0	0	0
Total Expenditures	2,861,684	2,903,713	2,017,605	1,138,423	969,611	2,879,374	1,158,290
Ending Fund Balance	3,690,777	2,311,942	1,673,456	1,949,768	2,439,654	1,066,677	1,447,054

**City of Inver Grove Heights
Community Projects Fund 450- Exhibit E**

Inflation for capital items	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	299,634	249,588	147,179	104,951	73,000	40,730	8,137
Sources of Funds							
Transfer in							
Interest	1,997	2,496	1,472	1,050	730	407	81
Total Sources of Funds	1,997	2,496	1,472	1,050	730	407	81
Expenditures							
Miscellaneous							
Emerald Ash Borer	41,343	94,205	33,000	33,000	33,000	33,000	8,219
Election Equipment	10,700	10,700	10,700		-	-	-
Total Expenditures	52,043	104,905	43,700	33,000	33,000	33,000	8,219
Inflation-capital only	52,043	104,905	43,700	33,000	33,000	33,000	8,219
Ending Fund Balance	249,588	147,179	104,951	73,000	40,730	8,137	(0)

**City of Inver Grove Heights
Pavement Management Fund 440 - Exhibit F**

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	2,599,272	2,319,917	5,980,674	2,917,741	981,219	2,928,750	2,358,743
Sources of Funds							
Transfer from Host Community Fund	500,000	500,000	0	0	0	0	0
Transfer from General Fund	700,000	665,000	1,250,000	1,200,000	1,200,000	1,200,000	1,200,000
Franchise fees			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
State aid construction and maintenance	438,917	380,035	2,532,500	2,590,040	380,000	380,000	380,000
Other	80,525	565,673	1,523,851				
Special assessments on rolls	354,569	363,438	149,387	149,387	130,209	91,023	68,546
NEW Special assessments	0	0	48,522	48,522	48,522	48,522	48,522
Bond proceeds		3,625,000					
Property tax levy	128,958	0	0	0			
Interest	13,607	23,199	59,807	29,177			
Total Sources of Funds	2,216,576	6,122,345	6,564,067	5,017,126	2,758,731	2,719,545	2,697,068
Expenditures							
Capital Outlay	2,489,849	14,745					
PMP Program							
Broderick Blvd (2015-09D/2013-09F)			5,620,000				
50th St West neighborhood (2020-09D)				5,936,200			
Bancroft area (2016-09E)		1,894,125					
Carleda (1609F)						2,104,400	
Abigail/93rd St (2017-09E)			1,107,000				
Dawn Way S (2209D)							2,500,000
Upper 55th Street (2010-09F)			400,000				
Park trails and parking lots		33,000	2,000,000	250,000	250,000	320,000	250,000
Cracksealing, sealcoating		519,718	500,000	500,000	500,000	500,000	500,000
Bond principal and interest	-	-	-	-	-	-	-
Transfers out	6,082						
Total Expenditures	2,495,931	2,461,588	9,627,000	6,686,200	750,000	2,924,400	3,250,000
Inflation-street projects only	2,489,849	2,461,588	9,627,000	6,953,648	811,200	3,289,552	3,802,040
Ending Fund Balance	2,319,917	5,980,674	2,917,741	981,219	2,928,750	2,358,743	1,253,771

**City of Inver Grove Heights
Closed Bond Debt Service Fund 399- Exhibit G**

Inflation for capital items		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance		2,322,686	2,281,481	1,981,346	1,801,159	1,819,171	1,750,835	1,768,343
Sources of Funds								
Transfer from closed debt service funds		144,538						
Other								
Property tax levy and special assessments		32,238	-	-	-	-	-	-
Interest		(5,170)	22,815	19,813	18,012	18,192	17,508	17,683
Total Sources of Funds		171,606	22,815	19,813	18,012	18,192	17,508	17,683
Expenditures								
Current		12,811	122,950					
Orchard trail						80,000		
Transfer out to Park Acquisition			50,000					
Debt service reduction to debt levy		200,000	200,000	200,000				
Transfers out to EDA								
Total Expenditures		212,811	372,950	200,000	-	80,000	-	-
Inflation-capital only		12,811	122,950	0	0	86,528	0	0
Ending Fund Balance		2,281,481	1,981,346	1,801,159	1,819,171	1,750,835	1,768,343	1,786,026

City of Inver Grove Heights
City Facilities Internal Service Fund 605- Exhibit H

Inflation for capital items	2016	2017	2018	2019	2020	2021	2022
Beginning Cash Balance	156,110	150,297	69,288	(847,162)	(806,204)	(770,846)	(1,055,489)
Sources of Funds							
Charges for services	369,463	416,900	557,800	569,000	543,448	565,546	588,528
Rent/Other	7,977	9,000	9,000	9,000	9,000	9,000	9,000
Bond proceeds			9,700,000				9,900,000
Special assessments (20% of construction)	0	0	0	0			
Property tax levy	0	0	0	700,513	700,513	700,513	700,513
Interest	1,240	2,000	2,000	2,000	2,000	2,000	2,000
Total Sources of Funds	378,680	427,900	10,268,800	1,280,513	1,254,961	1,277,059	11,200,041
Expenditures							
Current							
Public Safety							
Public Works							
Operations	368,193	452,000	524,500	531,200	552,448	574,546	597,528
Mte Facility Expansion (2005-05)		26,700	250,000			320,000	9,613,000
Park and Rec System Plan		9,909					
Fire Station (2014-10)			10,378,450				
Transfer to ADA Fund	16,300	20,300	32,300	41,200			
Bond principal and interest	0	0	0	667,155	667,155	667,155	667,155
Total Expenditures	384,493	508,909	11,185,250	1,239,555	1,219,603	1,561,701	10,877,683
Inflation-capital only	0	36,609	10,628,450	0	0	320,000	9,613,000
Ending Cash	150,297	69,288	(847,162)	(806,204)	(770,846)	(1,055,489)	(733,131)

**City of Inver Grove Heights
Golf Course Enterprise Fund 503- Exhibit I**

Inflation for capital items	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Cash Balance	449,563	283,368	394,002	388,242	348,870	310,580	273,411
Sources of Funds							
Transfer from Host Community	100,000	100,000	0	0	0	0	0
Operations	1,301,627	1,676,400	1,680,200	1,713,804	1,748,080	1,783,042	1,818,703
Other							
Interfund loan	2,047,700				-	-	-
Interest	2,586	2,834	3,940	3,882	3,489	3,106	2,734
Total Sources of Funds	3,451,913	1,779,234	1,684,140	1,717,686	1,751,569	1,786,147	1,821,437
Expenditures							
Operations	1,342,168	1,487,800	1,505,900	1,536,018	1,566,738	1,598,073	1,630,035
Future capital improvements		50,000	50,000	50,000	50,000	50,000	50,000
Capital Equipment & Capital Outlay	2,190,727	100,000	50,000	50,000	50,000	50,000	60,000
Interfund loan repayment	55,629	30,800	82,000	82,000	82,000	82,000	82,000
Golf carts	29,584			35,000	35,000	35,000	35,000
Total Expenditures	3,618,108	1,668,600	1,687,900	1,753,018	1,783,738	1,815,073	1,857,035
Inflation-capital only	2,190,727	150,000	102,000	104,040	106,121	108,243	121,449
Ending Cash	283,368	394,002	388,242	348,870	310,580	273,411	226,364

**City of Inver Grove Heights
Local Improvement Fund - Exhibit J**

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	2,486,282	1,468,432	(3,362,688)	(5,438,842)	402,495	(795,612)	1,326,969
Sources of Funds							
Transfer in	2,654,795		881,151				
Bond proceeds				9,900,000	9,900,000	2,500,000	
State aid	1,562,587	3,822,500	2,660,700	1,105,020			
Other	516,778						
Special assessments on rolls	318,379	247,696	210,291	202,005	160,295	154,115	188,220
NEW Special assessments (20% of construction)	0	0	14,304	30,976	52,257	83,112	86,105
Property tax levy	26,044	0	0	0	855,783	1,717,874	1,944,420
Interest	25,520	14,684	0	0	4,025	0	13,270
Total Sources of Funds	5,104,103	4,084,880	3,766,446	11,238,001	10,972,360	4,455,101	2,232,015
Expenditures							
Capital Outlay	6,118,796						
Street Reconstruction and Overlay Plan:							
Argenta/TH55 (2014-11)		5,780,000					
70th St -Eagan to TH 3 (2015-08 + 2010-02 + 2016-02)		250,000	500,000	1,000,000	4,400,000		
70th St @ TH 3 roundabout (2009-25 + 2016-08)			1,770,000				
117th St, TH 52 to Rich Valley Blvd (2005-03 + 2016-17)		225,000	800,000	1,200,000	6,000,000		
65th St TH 3 to Argenta Trail (2015-03)		2,661,000	2,522,600	2,989,100			
Seidl's Lk outlet (2014-12)			250,000				
Orchard Trail (2011-15)					80,000		
80th Street east of roundabout (2015-02 & 2006-01 & 2008-05)						575,000	1,400,000
Bond principal and interest	0	0	0	0	835,299	1,685,723	1,685,723
Transfers out	3,157						
Total Expenditures	6,121,953	8,916,000	5,842,600	5,189,100	11,315,299	2,260,723	3,085,723
Inflation-street projects only	0	8,916,000	5,842,600	5,396,664	11,335,168	646,797	1,637,802
Ending Fund Balance	1,468,432	(3,362,688)	(5,438,842)	402,495	(795,612)	1,326,969	235,459

**City of Inver Grove Heights
Community Center Special Revenue Fund 205- Exhibit K**

Inflation for capital items	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	2016	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	149,247	(1,112,695)	(1,112,695)	(1,040,815)	(967,035)	(955,567)	(1,010,813)
Sources of Funds							
Transfer from Host Community Fund for Operations	404,081	511,700	419,700	519,400	529,788	540,384	556,600
Transfer from Host Community Fund for Capital	0	205,000	1,219,500	428,700	274,800	2,182,300	445,000
Transfer from Host Community Fund for Rink Project			73,780	73,780	73,780	73,780	73,780
Transfer from Community Projects	0	0	0	0	0	0	0
Transfer from Capital Facilities	229,196	515,000	0	0	0	0	0
Transfer in							
Central Equipment IFL							
Operations							
Charges	2,234,997	2,336,400	2,355,900	2,403,000	2,451,060	2,500,081	2,550,083
Miscellaneous	147,267	235,200	315,700	322,000	328,440	335,009	341,709
Interest	69						
Total Sources of Funds	3,015,610	3,803,300	4,384,580	3,746,880	3,657,868	5,631,554	3,967,172
Expenditures							
Operations	2,786,413	3,082,000	3,093,200	3,244,400	3,371,600	3,504,500	3,643,300
Capital Outlay							
CIP	1,491,139	721,300	1,219,500	428,700	274,800	2,182,300	445,000
Transfer out							
Total Expenditures	4,277,552	3,803,300	4,312,700	3,673,100	3,646,400	5,686,800	4,088,300
Ending Fund Balance	(1,112,695)	(1,112,695)	(1,040,815)	(967,035)	(955,567)	(1,010,813)	(1,131,941)

**City of Inver Grove Heights
Capital Facilities Fund 400- Exhibit L**

Inflation for capital items		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		2016	2017	2018	2019	2020	2021	2022
Beginning Cash Balance		836,095	591,370	27,284	27,557	27,832	28,110	28,392
Sources of Funds								
Other								
Interest		9,471	5,914	273	276	278	281	284
Total Sources of Funds		9,471	5,914	273	276	278	281	284
Expenditures								
Capital Outlay								
HVP Remediation			30,000					
Transfer to VMCC		229,196	515,000					
Transfer to Park Capital Replacement		25,000	25,000					
Total Expenditures		254,196	570,000	0	0	0	0	0
Inflation-capital only		0	30,000	0	0	0	0	0
Ending Cash		591,370	27,284	27,557	27,832	28,110	28,392	28,675

City of Inver Grove Heights
Economic Development Special Revenue Fund 290- Exhibit M

	2016	2017	2018	4.00% 2019	4.00% 2020	4.00% 2021	4.00% 2022
Beginning Fund Balance	236,816	161,452	710,902	717,811	724,789	731,837	738,919
Source of Funds							
Transfer in General Fund	500	94,100	83,100	84,800	88,200	91,700	95,400
Transfer In Closed Bond Fund	0	0	0	0	0	0	0
Transfer in Host Community Fund	445,649	132,210	0	0	0	0	0
Transfer in Capital Facilities Fund	0	0	0	0	0	0	0
DEED Grant		415,625					
Interest/Other	382	1,615	7,109	7,178	7,248	7,318	7,389
Total	446,531	643,550	90,209	91,978	95,448	99,018	102,789
Use of Funds							
Economic development operations	96,010	94,100	83,300	85,000	88,400	91,936	95,613
Development Activities	425,885						
Total	521,895	94,100	83,300	85,000	88,400	91,936	95,613
Excess (Use) of Funds	(75,364)	549,450	6,909	6,978	7,048	7,082	7,176
Ending Fund Balance	161,452	710,902	717,811	724,789	731,837	738,919	746,095

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Providing for the Issuance and Sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B

Meeting Date: December 11, 2017
Item Type: Regular Agenda
Contact: Kristi Smith 651-450-2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To approve the resolution providing for the issuance and sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B.

SUMMARY

On November 13, 2017 Council approve a resolution providing for the sale of \$3,645,000 General Obligation Improvement Bonds to finance two pavement management projects, 2016-09D 60th Street Neighborhood and 2016-09E Bancroft Way Area.

Proposals will be tabulated by Ehlers on Monday, December 11, 2017 and results will be provided to Council later that evening. Council will be asked to approve the issuance and sale based on these results.

A draft resolution has been provided by Kennedy & Graven, Chartered.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

HELD: December 11, 2017

Pursuant to due call and notice thereof, a regular meeting of the City Council of City of Inver Grove Heights, Minnesota, was duly called and held at the City Hall in the City on Monday, the 11th day of December, 2017, at 7:00 o'clock P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of a proposal which had been received for the purchase of the City's General Obligation Improvement Bonds, Series 2017B, to be issued in the aggregate principal amount of \$3,645,000.

The City Administrator presented the proposal which had been submitted pursuant to City Council direction.

After due consideration of the proposal, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
\$3,645,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2017B

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01 Authorization. It is hereby determined that it is necessary and expedient for the City to issue \$3,645,000 General Obligation Improvement Bonds, Series 2017B (the "Bonds") pursuant to Minnesota Statutes, Chapters 429 (the "Act") to provide financing for various public street improvements in the City (the "Improvements"). The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds if the City has retained an independent financial adviser in connection with such sale. The City has retained Ehlers and Associates, Inc. as an independent financial consultant in connection with the sale of the Bonds.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, in _____, _____ (the “Purchaser”) to purchase the Bonds is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$_____, plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026			

1.03. Purchase Contract. Any original issue premium and any rounding amount shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director upon consultation with the City’s municipal advisor. The Mayor and City Administrator are hereby authorized and directed to execute a Purchase Contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Chapters 429 and 475 (the “Act”), in the total principal amount of \$3,645,000, originally dated the date of issuance, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$30,000	2027	280,000
2020	260,000	2028	260,000
2021	260,000	2029	230,000
2022	265,000	2030	235,000
2023	265,000	2031	240,000
2024	270,000	2032	245,000
2025	275,000	2033	255,000
2026	275,000		

1.05. Optional Redemption. The City may elect on February 1, 2027, and on any day thereafter to prepay Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2018, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine

and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the

resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Exhibit B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B:

Section 4. Payment; Security; Pledges and Covenants.

4.01 Debt Service Fund. (a) The Bonds are payable from the General Obligation Improvement Bonds, Series 2017B Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of general ad valorem taxes hereinafter levied for the Bonds (the "Taxes"), and special assessments (the "Assessments") levied or to be levied for the Improvements are hereby pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City

Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected. There is appropriated to the Debt Service Fund (i) capitalized interest financed from Bond proceeds, if any, (ii) any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03; (iii) except as provided in (b), the Taxes, which Taxes are pledged to the Debt Service Fund; (iv) all investment earnings on amounts in the Debt Service Fund; and (iv) any other funds appropriated for the payment of principal or interest on the Bonds.

(b) Construction Fund. The proceeds of the Bonds, less the appropriations made in paragraph (a), together with any other funds appropriated for the Improvements and Assessments collected during the construction of the Improvements will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvement. Any balance remaining in the Construction Fund after completion of the Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Act. When the Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and subsequent collections of Assessments for the Improvements are to be deposited in the Debt Service Fund.

4.02. City Covenants. The City hereby covenants with the holders from time to time of the Bonds as follows:

(a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property, and that at least 20% of the costs of the Improvements to the City will be paid by Assessments. The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2018 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.03. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax (the “Taxes”) upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as follows (year stated being year of collection):

<u>Year</u>	<u>Levy</u>
-------------	-------------

(See EXHIBIT C)

It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.04. Certification to County Auditor as to Debt Service Fund Amount. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levy the City Administrator may certify to the County Auditor of Dakota County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.05. County Auditor’s Certificate as to Registration and Tax Levy. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor of Dakota County and to obtain their certificates required by Minnesota Statutes, Section 475.63, that the Bonds have been entered in their register and the tax levy required by law has been made.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Offering Memorandum. The Mayor and City Administrator are authorized and directed to certify that they have examined the Offering Memorandum prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Offering Memorandum is a complete and accurate representation of the facts and representations made therein as of the date of the Offering Memorandum.

5.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota on the closing date for further distribution as directed by the City's municipal advisor, Ehlers & Associates, Inc.

5.04. Other Certificates. The Mayor and City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or facilities financed by the Bonds or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2017 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2017 have been designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate hereby authorized to executed by the Mayor and City Administrator as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds and all accrued interest thereon, have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing

with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted this 11th day of December, 2017.

By _____
Its Mayor

Attest:

Its City Administrator

EXHIBIT A
BIDS RECEIVED

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2017B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 28, 2017	

Registered Owner: Cede & Co.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation in Dakota County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the maturity date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2018, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2027, and on any day thereafter to prepay Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$3,645,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on December 11,

2017 (the “Resolution”), for the purpose of providing money to finance the construction of various public improvements pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, and the principal hereof and interest hereon are payable from special assessments levied against property specially benefited by local improvements and from ad valorem taxes as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

This Bond has been designated by the Issuer as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: December 28, 2017

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Wells Fargo Bank, National Association

By _____
Authorized Representative

TEN COM -- as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor)
TEN ENT -- as tenants by entireties	under Uniform Gifts or Transfers to Minors
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Act (State)

ASSIGNMENT

Dated: _____

Signature Guaranteed:

510010v1 JSB NV125-56

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this
Bond is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

TAX LEVY SCHEDULE

<u>Collection Year</u>	<u>Levy Amount</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

[illegible]

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Dakota County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on December 11, 2017 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B of the City.

WITNESS my hand officially as such City Administrator this _____ day of _____, 2017.

City Administrator

STATE OF MINNESOTA
COUNTY OF DAKOTA

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND REGISTRATION

I, the undersigned County Auditor of Dakota County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota, on December 11, 2017, levying taxes for the payment of \$3,645,000 General Obligation Improvement Bonds, Series 2017B, of said City dated December 28, 2017, has been filed in my office and said bonds have been entered on the register of obligations in my office and that the taxes specified in the Resolution have been levied as required by law.

WITNESS my hand this ____ day of _____, 2017.

County Auditor
Dakota County, Minnesota

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION**

THIRD AND FINAL 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: December 11, 2017
 Item Type: Regular Agenda
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Scott Thureen, PW Director
 Allan Hunting, City Planner
 Tom Link, CD Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED The Council held the public hearing on November 13, 2017 and is asked to consider the third and final 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.

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.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fees Payable At Time of Plat

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

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

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

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

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

Fees Payable At Time of Plat

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fees Payable At Time of Plat (Northwest Area)

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

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

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

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

Fees Paid At Time of Building Permit (Northwest Area)

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

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

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

Fees Payable At Time of Plat (Northwest Area)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 1180, 12-10-2007)

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

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

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

HAMPTON COMPANIES – CASE NO. 17-42PUD

Meeting Date: December 11, 2017
 Item Type: Regular
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following Resolutions and Ordinance for property located on the north side of 80th Street, between Hwy 3 and Babcock Trail:

- a) An Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD
 - Requires 3/5th's vote.
- b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68 unit single family and 32 unit senior care facility.
 - Requires 3/5th's vote.
- c) A Resolution relating to a Conditional Use Permit for a 32 unit multiple family development.
 - Requires 4/5th's vote.
 - 60-day deadline: December 19, 2017 (2nd 60 days)

SUMMARY

The applicant is proposing a mixed density residential development consisting of 68 single family detached villa lots and a 32 bed senior care facility. The senior care facility would consist of memory care and assisted living units in their own campus setting on a separate lot from the single family units. The villa home concept is based on individual lots approximately 5,000 square feet in size with reduced front, side and rear setbacks. Access to the site is via 80th street and internal roadways consist of both public and private streets. The property is approximately 20 acres and located on the north side of 80th Street, between the golf course and Hwy 3.

ANALYSIS

In order to achieve the assumed density and financial assumptions for the site, the project is very compact, and the applicant is request a number of setback flexibilities. The project is designed on reduced front and rear yard setbacks and lesser building separation. A setback flexibility from 80th street is also being requested for the senior building.

The project contains public and private streets. The public streets provide access to the property to the north and west for future development. The private streets serve the single family neighborhood. There will be a home owners association to maintain the roads and yards.

The project complies with all open space requirements. The open space is concentrated around the two wetlands, one on the east side and one in the southwest corner.

The landscape/reforestation plan is short total tree plantings of 101 trees. A condition of approval is included to require modifications to the plan to meet standards or the option of a cash payment to the tree replacement fund. These modifications will be addressed with the final plans when they are submitted.

RECOMMENDATION

Planning Division. Believes the project meets the goals of the comprehensive plan and Northwest Area goals by providing a mixed density and housing type project and the density meets the financial assumptions for the parcel.

Planning Commission. The Planning Commission had a lengthy discussion around the setback flexibility requests and density/product type of the development. Most felt the tighter project design and setback flexibility was acceptable as the project provides the densities assumed in the Northwest Area and provides a unique layout that the City does not have. Others were concerned that the smaller lots will create difficulties for residents later who may want to add on to the house. They also wanted to make sure that access to the Abbott house via the private road would always be in place. They recommended that a driveway easement be provided that stated the Abbotts have access to the private road until such time their land redevelops and utilizes the public road access. Wording has been added to condition #18 (in bold).

The Planning Commission recommends approval of the request with the added condition or language regarding access to the Abbott parcel (7-2).

Attachments: Ordinance on Rezoning
 Resolution on Preliminary Plat and Preliminary PUD
 Resolution on Conditional Use Permit for senior housing building
 Planning Report

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

ORDINANCE NO. ____

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

**CASE NO. 17-42PUD
(Hampton Companies)**

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from R-1C/Planned Unit Development to R-3C/Planned Unit Development, to wit:

Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No. _____
Page 2

Enacted and ordained into an Ordinance this 11th day of December, 2017.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 68 SINGLE FAMILY LOTS, A 32-UNIT SENIOR
HOUSING BUILDING ON ONE LOT AND FOUR (4) OUTLOTS FOR THE PLANNED
DEVELOPMENT TO BE KNOWN AS SCENIC HILLS**

**CASE NO. 17-42PUD)
(Hampton Companies)**

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

SEE EXHIBIT A

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 December 5, 2017;

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 Scenic Hills 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	10/19/17
Preliminary Site Plan (15 sheets)	10/23/17
Preliminary Grading and Drainage Plan (4 sheets)	10/23/17
Preliminary Utility Plan (10 sheets)	10/24/17
Preliminary Storm Management Plan (12 sheets)	10/23/17
Preliminary Landscape Plan	10/23/17

Preliminary Tree Preservation Plan (2 sheets)	10/23/17
Preliminary Open Space Plan	10/23/17
Senior Living Exterior Elevation Plan	8/20/17

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 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.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
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. Driveways are not required to provide porous pavement if over 20 feet wide provided individual lot impervious surface is not exceeded.
10. The developer shall be responsible to insure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. 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.
11. 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.

12. 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

13. 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.
14. 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 requirements of the Planned Unit Development plans.
15. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning
 - Other Agreements as Required
16. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the Emmons and Olivier memorandum.
17. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
18. Access to the Abbott parcel shall remain open at all times and developer shall be responsible for establishing a permanent driveway access to the new public street. An easement shall be created granting access across the private road to 80th Street for the Abbott parcel. The easement shall terminate once the property redevelops and utilizes the public access.
19. All building setbacks for all lots shall conform to the building pad location on each lot and no structure shall be placed outside the building pad.

20. Developer shall pay all required Northwest Area plat connection fees at time of plat release and pay Northwest Area building permit connection fees with each individual unit building permit.
21. A specific impervious surface be allotted per lot and listed on the final plan set. The applicant can determine how they want to do this, but it must be consistent with the design calculations of 2,900 square feet of impervious surface per lot.
22. The proposed utility plans are designed based on sewer extension along 80th Street that are part of City Project No. 2018-02 80th Street Sanitary Sewer Improvements (Robert District). If the City Council does not approve ordering and funding Project No. 2018-02, the utility plans must be redesigned to provide a lift station to serve the site.
23. The applicant shall be responsible for costs and construction of the turn lane improvements on 80th Street as required by Dakota County. Full details of the lane construction must be submitted and approved as part of the final PUD plan sets. Dakota County must also approve all plan designs prior to construction work.
24. The total tree reforestation/landscaping plan is short 101 trees. The planting shortfall shall either be planted on site or a cash contribution be paid by the developer. Final details to be worked out through the final PUD review.

Passed this 11th day of December, 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A 32 UNIT SENIOR
HOUSING (NURSING HOME) PROJECT

Case No. 17-42PUD
(Hampton Companies)

WHEREAS, the request is for the property located on the north side of 80th Street, between Hwy 3 and Babcock Trail and legally described as the following;

Lot 1, Block 1, Scenic Hills

WHEREAS, the aforescribed property is currently zoned R-3C/Planned Unit Development;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on December 5, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a 32 unit senior housing (nursing home) project 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	10/19/17
Preliminary Site Plan (15 sheets)	10/23/17
Preliminary Grading and Drainage Plan (4 sheets)	10/23/17
Preliminary Utility Plan (10 sheets)	10/24/17
Preliminary Storm Management Plan (12 sheets)	10/23/17
Preliminary Landscape Plan	10/23/17

Preliminary Tree Preservation Plan (2 sheets)	10/23/17
Preliminary Open Space Plan	10/23/17
Senior Living Exterior Elevation Plan	8/20/17

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 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.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
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. Driveways are not required to provide porous pavement if over 20 feet wide provided individual lot impervious surface is not exceeded.
10. The developer shall be responsible to insure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. 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.
11. 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.

12. 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

13. 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.
14. 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 requirements of the Planned Unit Development plans.
15. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning
 - Other Agreements as Required
16. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the Emmons and Olivier memorandum.
17. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
18. Access to the Abbott parcel shall remain open at all times and developer shall be responsible for establishing a permanent driveway access to the new public street. **An easement shall be created granting access across the private road to 80th Street for the Abbott parcel. The easement shall terminate once the property redevelops and utilizes the public access.**
19. All building setbacks for all lots shall conform to the building pad location on each lot and no structure shall be placed outside the building pad.

20. Developer shall pay all required Northwest Area plat connection fees at time of plat release and pay Northwest Area building permit connection fees with each individual unit building permit.
21. A specific impervious surface be allotted per lot and listed on the final plan set. The applicant can determine how they want to do this, but it must be consistent with the design calculations of 2,900 square feet of impervious surface per lot.
22. The proposed utility plans are designed based on sewer extension along 80th Street that are part of City Project No. 2018-02 80th Street Sanitary Sewer Improvements (Robert District). If the City Council does not approve ordering and funding Project No. 2018-02, the utility plans must be redesigned to provide a lift station to serve the site.
23. The applicant shall be responsible for costs and construction of the turn lane improvements on 80th Street as required by Dakota County. Full details of the lane construction must be submitted and approved as part of the final PUD plan sets. Dakota County must also approve all plan designs prior to construction work.
24. The total tree reforestation/landscaping plan is short 101 trees. The planting shortfall shall either be planted on site or a cash contribution be paid by the developer. Final details to be worked out through the final PUD review.

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

Adopted by the City Council of Inver Grove Heights this 11th day of December, 2017.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota described as follows:
Commencing at the Northeast corner of said East One Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$);
thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1120.00 feet to the point of beginning of the land to be described; thence N 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 660.00 feet; thence South 19 degrees 01 minutes 51 seconds West a distance of 763.27 feet to a point which is 400.00 feet East of the West line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) and 800.00 feet North of the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 800.04 feet to the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), distance of 915.37 feet to the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1521.69 feet to the point of beginning.
Except that part of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22) described as follows:

Beginning at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 583.74 feet; thence North 14 degrees 37 minutes 07 seconds East a distance of 393.61 feet,
Thence South 80 degrees 30 minutes 07 seconds East a distance of 488.78 feet to the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence South 0 degrees 26 minutes 24 seconds East along East line to the point of beginning.

AND EXCEPT that part of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), described as follows:

Commencing at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 583.74 feet; thence North 14 degrees

37 minutes 07 seconds East a distance of 885.08 feet to the point of beginning of the land to be described; thence North 59 degrees 09 minutes 44 seconds West a distance of 522.59 feet, thence North 19 degrees 01 minutes 51 seconds East a distance of 421.31 feet to the point of termination of the following described line:

Commencing at the Northeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1120.00 feet to the point of beginning of the line to be described, thence North 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 660.00 feet and there terminating.

Thence South 89 degrees 45 minutes 42 seconds East along the above described line, a distance of 352.08 feet; thence South 3 degrees 30 minutes 30 seconds West a distance of 665.95 feet to the point of beginning.

EXCEPT that part platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-123.

AND SUBJECT TO AND TOGETHER WITH a 60 foot easement for road purposes over part of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), being 30 feet on each side of the following described line: Commencing at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 583.74 feet; thence North 14 degrees 37 minutes 07 seconds East a distance of 885.08 feet to the point of beginning of the line to be described, said point hereinafter to be known as Point "A", which is also the center of a 60 foot radius cul de sac which also becomes part of this easement; thence South 14 degrees 37 minutes 07 seconds West a distance of 94.00 feet; thence on a tangential curve concave to the Northwest, radius of 1324.02 feet, a central angle of 8 degrees 37 minutes 58 seconds, a distance of 199.49 feet to a point of reverse curve; thence on said curve concave to the Southeast, radius of 1324.04 feet, central angle of 8 degrees 37 minutes 58 seconds, a distance of 199.49 feet; thence South 14 degrees 37 minutes 07 seconds West, tangent to said curve, to the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) and there terminating according to the Government survey thereof.

PID # 200080001351

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

REPORT DATE :	November 30, 2017	CASE NO.: 17-42PUD
APPLICANT:	Hampton Companies	
PROPERTY OWNER:	Landis Iverson SI, LLC	
REQUEST:	Preliminary Plat and PUD, Rezoning, Conditional Use Permit	
LOCATION:	North Side of 80 th Street between Hwy 3 and Babcock Trail	
HEARING DATE:	December 5, 2017	
COMPREHENSIVE PLAN:	LMDR-NWAPUD	
ZONING:	R-1C/PUD	
REVIEWING DIVISIONS :	Planning Engineering Emmons & Olivier	PREPARED BY : Allan Hunting City Planner

BACKGROUND

The applicant is proposing a mixed density residential development consisting of 68 single family detached villa lots and a 32-bed senior care facility. The senior care facility would consist of memory care and assisted living units in their own campus setting on a separate lot from the single family units. The villa home concept is based on individual lots approximately 5,000 square feet in size with reduced side and rear setbacks. Access to the site is via 80th street and internal roadways consist of both public and private streets. The property is approximately 20 acres and located on the north side of 80th Street, between the golf course and Hwy 3.

REQUESTS

The specific requests for the project include the following:

1. Rezoning of the senior care facility portion of the property from R-1C/PUD to R-3C/PUD Multiple Family Residential District
2. Preliminary Plat approval of Scenic Hills resulting in 69 buildable lots and 4 outlots
3. Preliminary PUD approval of the Scenic Hills PUD as required by the Northwest Overlay District
4. Conditional Use Permit for a 32-unit multiple family development

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North:	Large lot single family residential, vacant land; zoned A, Agricultural; guided High Density Residential and Low Density Residential.
East:	Inverwood Golf Course; zoned P; guided Public.
West:	Large lot single family residential; zoned A, Agricultural; guided Low-Medium Density Residential.
South:	Single family residential; zoned A; guided High Density Residential.

REZONING

All of the property is currently zoned R-1C/PUD for the previous single family project that was approved in 2014 but never built. The proposed single family portion would remain R-1C. Lot 1, Block 1, containing the assisted living building would require a rezoning to R-3C, multiple family because it is a multi family building.

The rezoning would be consistent with this portion of the PUD and the overall density of the total PUD is still consistent with the comprehensive plan designation of LMDR. Staff supports the rezoning request.

NATURAL RESOURCE INVENTORY

In 2003, a Natural Resource Inventory and Management Plan was completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features. The applicant has reviewed the NRI and Management Plan and incorporated the features into the open space network planned for the project. There are two wetlands on the site; one is a Manage 3 and the other a Manage 4. All the primary management areas are being preserved through open space easements.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 18.66 net developable acres. This excludes the proposed right-of-way for CSAH 28 and approximately 1.39 acres of wetlands.

General Project Data	Square Feet	Acres
Gross Project Area	877,568	20.15
Delineated Wetlands	60,493	1.39
Public Water Bodies (PWI)	-	0.00
Bluffs in Shoreland Area	-	0.00
Planned “Arterial” Road Right of Way	4,060	0.09
Total Net Developable Area	813,015	18.66

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Square Feet	Required Acres	Proposed Acres
<i>Total Net Developable Area</i>	<i>813,015</i>	<i>18.66</i>	<i>NA</i>
Minimum Open Space Required = 20% of net area	162,603	3.73	8.20
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	121,952	2.80	6.79
Area to be undisturbed = 50% of required open space	81,302	1.87	3.33

The site design of the project has prioritized the open space areas along the perimeter next to the Inver Wood Golf Course and preserving the wetlands in open space. There is also a significant amount of open space around the wetland on the west side of the project and around the assisted living building. The site complies with or exceeds all the open space requirements. The primary open space corridor along the east boundary, while not 100 feet wide through the entire length, complies in that at least 75% of this area is 100 feet wide. The open space buffer is enhanced since the Inver Wood Golf Course is immediately to the east providing additional open space.

The open space is contained in outlots that will be owned by the City since they also contain wetlands and the storm water basins for the project. The portion of the open space around the assisted living building will be required to be preserved with an open space conservation easement as required by the Northwest Area Overlay District.

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.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for Scenic Hills utilizing both R-1C and R-3C categories. When applying the base district and factoring in the open space, the development capacity plan yields a range of 54 to 105 possible units. This equates to a density range of 3.0 to 5.6 units per net acre.

Base Zoning District	Net Acres*	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-1C	16.97	2	12,000	34	68
R-3C	1.69	12	2,000	20	37
Total	18.66			54	105
<i>Net Density</i>				<i>54</i>	<i>105</i>

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

The project proposes a total of 100 residential units and 4 outlots for permanent open space. This provides for a density of 5.6 units/acre based on Met Council net density calculations.

In general, the Comprehensive Plan guides this area for densities within 3-6 units per net acre for low-medium density residential. The project falls within those density ranges.

The Metropolitan Council's goal for communities in developing areas with municipal sewer and water services is to achieve a net density of 3 to 5 units per acre. The project falls within Met Council's goal.

Building setbacks and separation.

The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective must be carefully balanced with aesthetics also.

The single family villa portion is designed on small lots with compact setbacks in order to provide the required density per the ordinance and to meet financial and density projections.

The following setback flexibility is being requested:

SINGLE FAMILY VILLA	PROPOSED	REQUIRED
Front	14 feet (public & private)	20-30 feet (min/max)
Separation	10 feet	20 feet (min)
Rear	20 feet	30 feet (min)
Side Corner (public)	10 feet	20 feet (min)
Side Corner (private)	5 feet	20 feet (min)
Perimeter	20 feet typical (as close as 12 ft)	30 feet (min)

MEMORY CARE FACILITY	PROPOSED	REQUIRED
Side Corner (80 th Street)	30 feet	50 feet (min)

To allow such design, a reduction in setbacks would be needed. This is a unique design and would provide for a range of housing options with unique design, building footprints and a range of housing price options.

Setbacks are all based on the building pad dimensions shown on the site plan. All pads are 40' x 60' or 2,400 square feet. Staff would recommend a condition be that all building setbacks for all lots shall conform to the building pad location on each lot and no structure shall be placed outside the building pad.

Impervious surface coverage.

Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Impervious surface areas include roads, sidewalks, parking areas, buildings, and other hard surface areas that do not allow infiltration.

The applicant has provided impervious surface calculations for the entire project. By ordinance, the maximum impervious surface coverage allowed is 25% for single family and 65% for multiple family. Total impervious surface for the entire PUD would be 41% including streets and sidewalks. The applicant has indicated the design calculations assumed 2,900 square feet of impervious surface per single family lot. The applicant has indicated that the proposed impervious surface for most lots will be approximately 2,740 square feet. They recognize that some lots will have more coverage and so they are suggesting that a maximum of 50% of the lots be allowed up to 2,980 square feet. This would overall be less than the design calculations. These numbers are still preliminary and may change somewhat with the final PUD submittal. The only way to track the total impervious surface is to require a maximum impervious per lot. Staff recommends that a condition be included that a specific impervious surface be allotted per

lot and listed on the final plan set. The applicant can determine how they want to do this, but it must be consistent with the design calculations of 2,900 square feet of impervious surface per lot.

The senior housing portion complies with all impervious surface requirements.

IMPACT ON FINANCIAL PLANNING FOR NW AREA INFRASTRUCTURE IMPROVEMENTS

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit.

The proposed density meets the minimum density assumed for the site. Based on current 2017 fees structure, preliminary numbers for area charges and building permit charges are listed below. Utility charges will increase for 2018 and actual fees will be calculated with the final PUD development plans

Plat Connection Fees (2017 rates):

Sewer Connection Fees	\$102,835.20
Water Connection Fees	\$ 62,665.20
Storm Water Connection Fees	\$235,493.36
Total	\$400,993.76

These fees are collected at time of plat release.

The building permit fees to be paid are based on 68 single family units and 18 multiple family units (assisted living units).

Building permit Connection Fees (2017 rates):

Sewer Connection Fees	\$454,940.00
Water Connection Fees	\$276,920.00
Total	\$731,860.00

Individual fees are paid at time of building permit.

PRELIMINARY PLAT

The applicant is proposing a preliminary plat which consists of 69 lots and 4 outlots. The outlots would be for storm water purposes and owned by the City. The lot sizes range from 4,700 to 6,000 square feet. Typical lot width is 50 feet. Each lot is shown with a 40' x 60' building pad which would become the building setback boundary for each lot. The applicant has provided

some floor plans of units similar to those that will be built to show they can fit into the building pad areas.

The plat provides for the required right-of-way dedication for County Road 28 as directed by the County.

PARKS/TRAILS

There are no planned park areas in the vicinity of the project. Therefore, Staff recommends cash in lieu of park land for the project. Cash amounts would be based on the final plat approval from the City Council and would be collected at time of final plat release for recording.

The site plan identifies a sidewalk along one side of each segment of public street as required by code. The sidewalks will provide for future sidewalk/trail connections to land to the west and north.

STREETS & CONNECTIVITY

The project contains both public and private streets. There is one public street connection to 80th Street at a point that is approved by the County. This segment runs westerly to the west boundary. There is also a public street running north to serve the property immediately north (Abbott parcel). All rights-of-way for public and private are 50 feet wide which complies with code standards. The main public street would be 32 feet wide. All others would be 28 feet wide. Outlot B would be owned by the City and will provide access to the property on the east side of the main public road, near 80th Street.

Street connectivity was discussed and analyzed at length for this project. Engineering and Planning reviewed the street stub locations and determined they are in logical locations for future street extensions to the west. The stubs provide access and future development potential for the Abbott property and for the Malensak property.

The Abbott property to the northwest has their driveway currently running through the subject parcel to 80th Street via a driveway easement. This existing driveway will eventually be removed with the development and the Abbott driveway would then permanently connect to the private road known as Inverwood Circle on the plan. The developer will be required to maintain access to the Abbott parcel at all times during construction. The developer will also be required to establish a permanent driveway to the private street once those improvements are in.

DAKOTA COUNTY REVIEW

Dakota County has reviewed the plat and commented on right-of-way needs. The intersection point meets County standards. A triangle portion of right-of-way along 80th Street on the west side of the property is being dedicated providing sight triangle visibility once 80th Street is realigned in the future.

The County has indicated that turn lanes and bypass lanes will be required on 80th Street at the new street intersection. The applicant will be responsible for costs and construction of the

roadway work. Full details of the lane construction must be submitted and approved as part of the final PUD plan sets. Dakota County must also approve all plan designs prior to construction work.

LANDSCAPING/TREE PRESERVATION

Landscape/Tree Preservation & Reforestation Plan:

The developer has provided both a landscape plan and tree inventory of the site.

The Code allows a tree removal of 30% for residential projects. The plan indicates tree removal of 64%. The code allows removal beyond the threshold and requires replacement for those trees over the limit. In this case, a total of 515 trees are required to be replanted to satisfy the Tree Preservation Ordinance.

The proposed landscape plan provides for the required street tree planting for the single family homes, landscaping for the multiple family portion, and parking lot landscaping. A total 102 overstory trees, or their equivalent are required to satisfy the landscape requirements.

Total landscape and reforestation requirements equal 617 trees to be replanted. A total of 516.5 trees are proposed. The plans are short 101 trees. The site does not appear to have room for more plantings. The Tree Preservation Ordinance provides options if a site cannot replant the required amount. One option is to pay a cash contribution to the City for future City planting projects. The cash equivalent for a 2.5 caliper inch tree is \$300.00. A condition of approval must be that the planting shortfall either be planted on site or a cash contribution be paid by the developer. These details would be finalized with the final plan set and addressed in the development contract.

WETLANDS

Approximately 1.39 acres of wetlands have been identified on the site. The wetland boundaries have been approved through the Wetland Conservation Act process. The wetlands have been incorporated into the open space/greenway network and are buffered from development.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

The City Engineer has reviewed the plans and notes that the design is consistent with the Northwest Area Stormwater plans. The City Engineer has drafted a memo with his comments. These comments are required to be addressed with the final PUD plan submittal. These comments would be included in the condition that the plans must be approved by the City Engineer.

The utility plans as proposed, are designed based on City gravity sewer extension plans along 80th Street to serve the property that is not finalized until Council approves the project. City Council will consider ordering and funding Project No. 2018-02 80th Street Sanitary Sewer Improvements (Robert Street) on December 11, 2017. If Council does not approve and order the project, the utility plans must be redesigned to provide a lift station to serve the site.

If Project 2018-02 is ordered, awarded and constructed, the City can provide the gravity sewer connection to the development by December 31, 2018. The 2018-02 project requires flexibility for completion due to the County and State road construction projects utilizing 80th Street for detour traffic.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All the agreements will be approved by the City Council as part of the final PUD review.

CONDITIONAL USE PERMIT

A conditional use permit for multiple family is required. In this case, the zoning ordinance defines the proposed use as a “nursing home”, which is allowed in the R-3C district. The project consists of a memory care and assisted living facilities. Of the 32 units proposed, 18 would be for assisted living services and 14 would be for memory care services. Access would be from the public street off 80th Street. All required parking is proposed in front of the building. The site would be landscaped per the ordinance with heavy tree planting proposed along 80th Street to provide a vegetative buffer.

The specific request for a CUP for the proposed multiple family or nursing home is reviewed below against the standards found in the Zoning Ordinance, Title 10-3A-1.

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

The use as part of the overall PUD, is consistent with density standards for the LMDR district. Some policies from the Comp Plan which seem to support project include:

Land Use Chapter – Future Development Area Policies:

“Encourage creative land planning to create neighborhood areas that have a unique personality reflecting the natural beauty of the areas as well as the overall context of the community.”

Housing Chapter – Housing Policies:

“Maintain a balanced housing supply with housing available for people at all income levels and unit types that meet the varying life-cycle needs of the Inver Grove Heights residents.”

Utilities are available to the area and streets meeting the need for neighboring property extension has been provided.

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

This standard is met. The proposed use defined as a “nursing home” is a conditional use in the R-3 zoning district. The intermixing of densities and housing types are encouraged in the Northwest Area to provide needed densities and provide for options of housing types.

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

This standard is met. The proposed use will not create any adverse physical impacts upon the neighborhood. The facility is integrated into the PUD, but functions separately from the single family neighborhood.

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

This standard is met. The residents of the facility would not pose any adverse impacts on services or drive the need to expand services.

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

- a) *Aesthetics/exterior appearance*

The exterior of the building would have horizontal lap siding with accent brick and shake siding which complies with exterior material requirements. The building would be approximately 19 feet high at midpoint of the roof and an overall height of approximately 29 feet.

- b) *Noise*

Do not expect the site to generate any greater noise than from any residential neighborhood.

- c) *Traffic*

Traffic would not be an issue and nearly all residents would not be driving. Traffic would be from employees and visitors.

- d) *Drainage*

The drainage for the building is discussed during the PUD review

- e) *Fencing, landscaping and buffering*

The landscaping is being proposed for the site complies with code standards and extra treatment is proposed along 80th Street.

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

The property appears appropriate for the use. The site can be accommodated without significant grading or tree removal. There is a lot of green space within

the project design. The building is closer to 80th than standard code allows, but a reduction in setback is requested as part of the PUD design.

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

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

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

The surface water and groundwater are reviewed during the PUD process for the entire site.

ALTERNATIVES

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

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

Approval of the Preliminary Plat, Preliminary PUD and Rezoning 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	10/19/17
Preliminary Site Plan (15 sheets)	10/23/17
Preliminary Grading and Drainage Plan (4 sheets)	10/23/17
Preliminary Utility Plan (10 sheets)	10/24/17
Preliminary Storm Management Plan (12 sheets)	10/23/17
Preliminary Landscape Plan	10/23/17
Preliminary Tree Preservation Plan (2 sheets)	10/23/17
Preliminary Open Space Plan	10/23/17
Senior Living Exterior Elevation Plan	8/20/17

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 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.

5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
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. Driveways are not required to provide porous pavement if over 20 feet wide provided individual lot impervious surface is not exceeded.
10. The developer shall be responsible to insure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. 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.
11. 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.
12. 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

13. 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.
14. 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 requirements of the Planned Unit Development plans.
15. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning
 - Other Agreements as Required
16. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the Emmons and Olivier memorandum.
17. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
18. Access to the Abbott parcel shall remain open at all times and developer shall be responsible for establishing a permanent driveway access to the new public street.
19. All building setbacks for all lots shall conform to the building pad location on each lot and no structure shall be placed outside the building pad.
20. Developer shall pay all required Northwest Area plat connection fees at time of plat release and pay Northwest Area building permit connection fees with each individual unit building permit.
21. A specific impervious surface be allotted per lot and listed on the final plan set. The applicant can determine how they want to do this, but it must be consistent with the design calculations of 2,900 square feet of impervious surface per lot.
22. The proposed utility plans are designed based on sewer extension along 80th Street that are part of City Project No. 2018-02 80th Street Sanitary Sewer Improvements (Robert District). If the City Council does not approve ordering and funding Project No. 2018-02, the utility plans must be redesigned to provide a lift station to serve the site.

23. The applicant shall be responsible for costs and construction of the turn lane improvements on 80th Street as required by Dakota County. Full details of the lane construction must be submitted and approved as part of the final PUD plan sets. Dakota County must also approve all plan designs prior to construction work.
 24. The total tree reforestation/landscaping plan is short 101 trees. The planting shortfall shall either be planted on site or a cash contribution be paid by the developer. Final details to be worked out through the final PUD review.
- B. **Denial:** Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project design is a unique layout with very condensed building pads with lesser setbacks. The project complies with density standards for the site and contains two different types of housing units. The odd configuration of the property, larger percentage of the site needed for streets and two wetlands/regional basins create a number of restraints that require some type of flexibility to achieve a project that hits goals of the Northwest Area. The single family units are smaller in size than what is being built elsewhere and should provide a different housing option and price point.

Staff recommends approval of the request with the conditions listed.

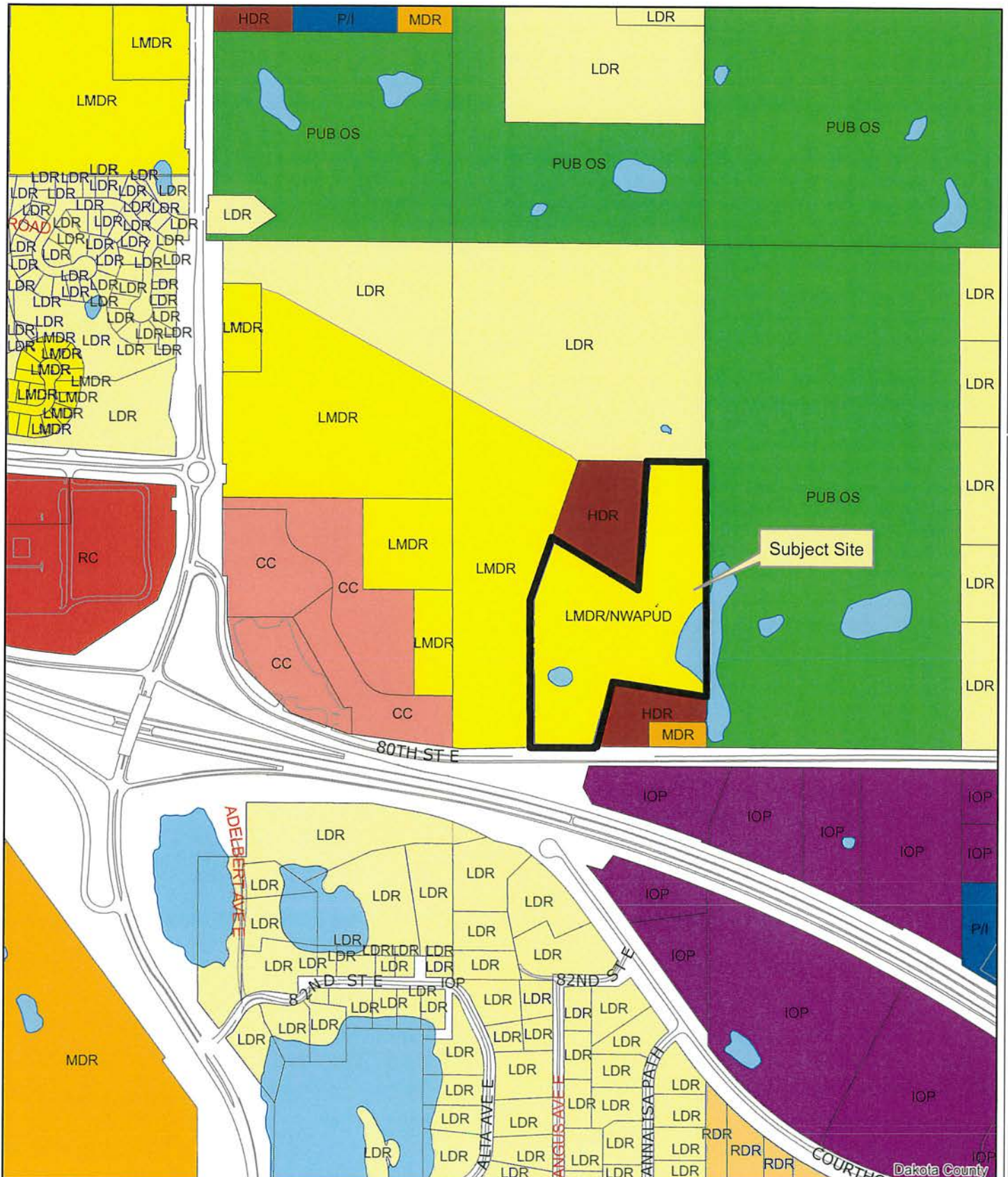
Attachments:

Location Map
Applicant Narrative
Preliminary Plat
Preliminary Site Plan
Preliminary Open Space Plan
Preliminary Grading Plan
Preliminary Landscape Plan
Preliminary Tree Preservation Plan
Preliminary Storm Water Management Plan
Senior Living Exterior Elevations
Concept Villa Single Home Elevations



Location Map

Case No. 17-42PUD



Hampton Properties IV, LLC
Suite Living
1341 County Rd D
Vadnais Heights, MN 55109

PUD APPLICATION:

City of Inver Grove Heights
August 21, 2017

PROJECT NAME:

Scenic Hills Development
Senior Memory Care and Assisted Living Facility

PROPERTY ADDRESS:

1375 80th Street E, Inver Grove Heights, MN

APPLICANT:

Hampton Properties IV, LLC
1341 County Rd D
Vadnais Heights, MN 55109
Joel Larson: 651-248-6785
Joel.hamptoncompanies@gmail.com

DESCRIPTION OF PROPOSED DEVELOPMENT:

Hampton Companies is proposing to develop the approximate 20 acre site into both (68) Villa lots and a senior care facility. We are partnering with Suite Living and proposing to develop a memory care and assisted living community to serve the care needs of the elderly citizens of Inver Grove Heights and those with elderly family members in need of memory care and assisted living services. Suite Living Memory Care and Assisted Living of Inver Grove Heights community will feature a total of 32 private suites with 18 of them providing assisted living services and the other 14 providing memory care services. The assisted living residents will be able to enjoy a home-like atmosphere in a setting that allows them the freedom to participate in many amenities that not only help assist them in their daily care needs, but also provide them with a higher quality of life than that offered in a more institutional setting. The memory care residents are provided with their own secured area of the building that has its own separate amenities like a congregate dining room sunroom, activity/craft area and a secure outdoor porch. These residents benefit from a life enrichment program that is specially designed for residents with Alzheimer's and Dementia. At Suite Living Memory Care and Assisted Living of Inver Grove Heights our goal is to provide our residents with the right care at the right time.

Building Description: Total Land Size: 2 Acres
 Building Size: 22,446 Sq. Ft.
 Occupancy: 32 Private Suites
 Floor 1: 18 Assisted Living Units / 14 Memory Care Units

Parking and Access: Hard Surface Parking (24 stalls, 2 designated handicapped will be designed with dimensions and area in accordance with state law) will provide parking for resident friends and family members along with Suite Living Memory Care and Assisted Living staff. Since none of our residents drive there will not be a significant need for parking.

Analysis currently and forward

The difference between transient building occupants i.e.: those driving and with cars and fixed immobile occupants i.e.: residents

32 residents at any one time (immobile)

3 to 5 employees

1 to 3 visitors for a total of 4 to 8 transient occupants

Access to the site is located off county Road 28 (80th St. E). There will be a circular drive through turn around with a covered walkway to the entrance of the building which has a small portico which extends from the vestibule entry over the walkway and partially into the circular driveway. The portico will allow for enough clearance to allow for emergency vehicles to pass and thus be able to enter and exit the site freely.

Illumination:

Lighting from the installation of outdoor flood or spot lighting and illuminated signs shall be of an intensity that is reasonable for the purpose served and will be appropriately shielded minimizing the effects on the use and enjoyment of adjoining properties.

Architectural Design:

The building will combine stone, residential exterior materials, columns, roofline gables, extending porches and entrances to the building. The overall look is themed after a residential building providing a feeling of warmth and comfort for the residents.

DESCRIPTION OF PROPOSED VILLA LOTS DEVELOPMENT

Hampton Companies is proposing to develop "for sale" housing consisting of villa's style homes. The product was primarily designed with seniors and "empty-nesters" in mind, but we have found single and young professionals also enjoy this type of living. The development will be built in "common interest" type communities whereby open spaces and some traditional land improvements will be vested in homeowners associations which also governed the overall community and common maintenance. Each unit owner paid monthly assessments to its association which contracted for overall project maintenance (e.g., lawn maintenance, snow plowing, trash removal, etc.), relieving the individual unit owner of exterior maintenance chores.

The builder / developer is designing building's architecture with its gable roofs, and exterior finish materials, such as stone veneer, smart siding on the front of the homes and vinyl maintenance-free siding on the sides and rear of home, trim, shake siding and dramatic overhangs, sharpens the building's residential flare in respect to the surrounding neighborhood and community.

The Market

The product was primarily designed with seniors and "empty-nesters" in mind. But we have found that single / young professionals also enjoy the type of living. The development is located in a thriving suburban community. Prompting this growth was great access to the Interstate Highway System and the installation of the City's water and sewer systems. The resulting commercial enterprise includes shops, restaurants, and other businesses focusing on service for this ever-growing community.

CONCLUSION:

Thank you for your time to review our proposal. Suite Living Memory Care and Assisted Living of Inver Grove Heights will provide great economic benefits to the city and community with 32 assisted living and memory care suites, 20 plus full and part time jobs with annual payroll of \$285,000 and a significant contribution to the tax rolls for this property and provide services to the residents of the City and surrounding area. The opportunity for the city to provide senior care options in a very demanding market well into the future is a compelling reason to approve this application.

The PUD is designed and intended to accommodate the needs of development for benefit to the community, as Suite Living's high level of care, access to hospice and respite will bring.

Great care has been taken to make the building attractive both as a city and neighborhood friendly addition, utilizing high quality finishes like LP smart siding, colored hard shingle in the staggered edge notched panels, smoked glass in the fake dormers, cultured stone accents and wainscoting, an extensive landscape plan with special attention to maintaining the existing buffer between the neighbors and the building.

The project will be designed exceeding the "required" landscaping and other basic requirements of code to upgrade the appearance of the building. The project will manage to maintain the required setbacks from the building to lot line front and back. Landscaping is for decorative purposes and can be moved when and if needed but provides a buffer and ornamental screening to County Road 28.

As we work thru the grading plan, special attention will be paid to the drainage and excavation plan to assure that the drainage of this site does not disturb neighborhood homes.

By granting the PUD, the city is gaining an attractive, tax paying member to the community in an otherwise idle property. The building is a secure building, noise is not an issue, and the neighbors should appreciate a relatively peaceful co-existence with the new project. The project will bring many benefits to the community of Inver Grove Heights.

We look forward to continuing to work with the City of Inver Grove Heights during the review and approval process for this application. Please contact me with any questions you have on any item as I would be more than happy to discuss it in further detail.

Sincerely,

A handwritten signature in dark ink, appearing to read 'JL' or 'Joel Larson', written in a cursive, stylized font.

Joel Larson President
Hampton Properties IV, LLC



SHEET LIST TABLE	
Sheet Number	Sheet Title
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN
C2.2	SITE PLAN
C2.3	SITE PLAN
C2.4	SITE PLAN
C2.5	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.6	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.7	INVERWOOD CIRCLE PLAN AND PROFILE
C2.8	INVERWOOD CIRCLE PLAN AND PROFILE
C2.9	BLUFF DRIVE PLAN AND PROFILE
C2.10	SCENIC HILLS TRAIL PLAN AND PROFILE
C2.11	NORTH CROSS ROAD PLAN AND PROFILE
C2.12	TYPICAL ROAD CROSS SECTIONS
C2.13	SITE DETAILS
C2.14	SITE DETAILS
C2.15	SITE DETAILS



PARKING DATA			
BUILDING TYPE	REQUIRED NO. OF STALLS COMPACT/STANDARD/ADA/TOTAL	EXISTING NO. OF STALLS COMPACT/STANDARD/ADA/TOTAL	PROPOSED NO. OF STALLS COMPACT/STANDARD/ADA/TOTAL
32 ROOM SENIOR HOUSING & 68 SINGLE FAMILY HOMES	X/X/X/(X)	0/0/0/(0)	0/21/2/(23)
PARKING STALL SIZE REQUIREMENTS: 9' x 18', 24' DRIVE ASLE			

SITE DATA	
SITE/PARCEL SIZE	20.18 AC (877,589 SF)
BUILDING AREA	192,858 SF (20% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	7.89 AC/12.49 AC
LAND USE CLASSIFICATION	MEDIUM DENSITY RESIDENTIAL, PUD
CURRENT ZONING	A, AGRICULTURAL
FLOOD ZONE CLASSIFICATION	X

GENERAL GEOMETRIC AND PAVING NOTES:

1. SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR OR A LICENSED ENGINEER.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING LAYOUT, EXACT LOCATION AND DIMENSIONS OF STAIRS/EXITS, RAMPS AND TRUCK DOCKS AND PRECISE BUILDING DIMENSIONS.
3. REFER TO SITE DEMOLITION PLAN FOR LIMITS OF PAVEMENT REMOVAL, IF APPLICABLE.
4. ALL PAVING DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS NOTED OTHERWISE. THE FLOW LINE OF CURB IS ASSUMED TO BE 8 INCHES FROM THE BACK OF CURB.
5. MEET REQUIREMENTS OF LOCAL GOVERNING AUTHORITY FOR WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING TEMPORARY TRAFFIC CONTROL. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED AND APPROVED BY THE CITY PRIOR TO BEGINNING WORK IN THE RIGHT OF WAY.
6. ALL SIDEWALKS SHALL HAVE POSITIVE SLOPE AWAY FROM THE BUILDING. THE MAXIMUM CROSS SLOPE SHALL BE 2.0% AND THE MAXIMUM LONGITUDINAL SLOPE SHALL BE 5.0% UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
7. NO SLOPE IN ANY DIRECTION SHALL EXCEED 2% IN ACCESSIBLE PARKING AND LOADING AREAS.
8. MATCH NEW AND EXISTING PAVEMENT SURFACES, SIDEWALKS AND CURBS AT SAWCUT LINES, ALLOWING NO PONDING OF WATER AT JOINTS. PROVIDE SMOOTH GRADE TRANSITION ACROSS NEW AND EXISTING JOINTS.
9. ALLOW MINIMUM OF SEVEN DAYS CURE FOR CURB AND GUTTER PRIOR TO PAVING.
10. ALLOW MINIMUM OF 24 HOUR CURE PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
11. PROVIDE 4" TRANSITION OF 6618 CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.



AMI Consulting Engineers P.A.

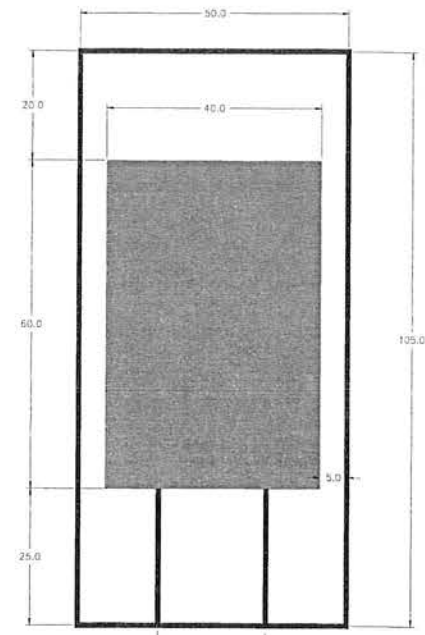
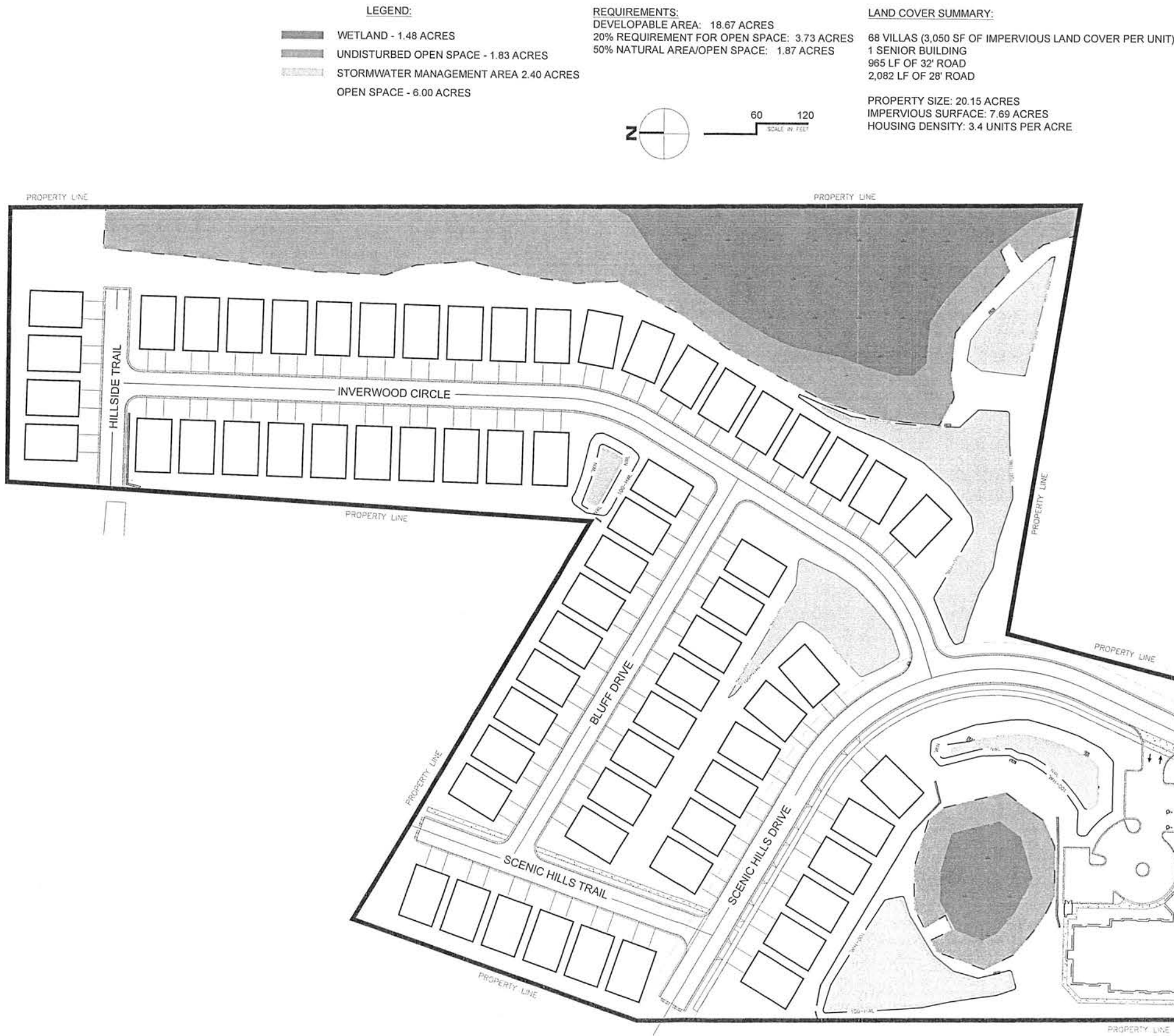
SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
1404 80TH STREET EAST
INVER GROVE HEIGHTS, MN

JOB No: 161078
DATE: 10/23/2017
DRAWN BY: AJP
DESIGNED BY: ECR

SHEET:
C2.0

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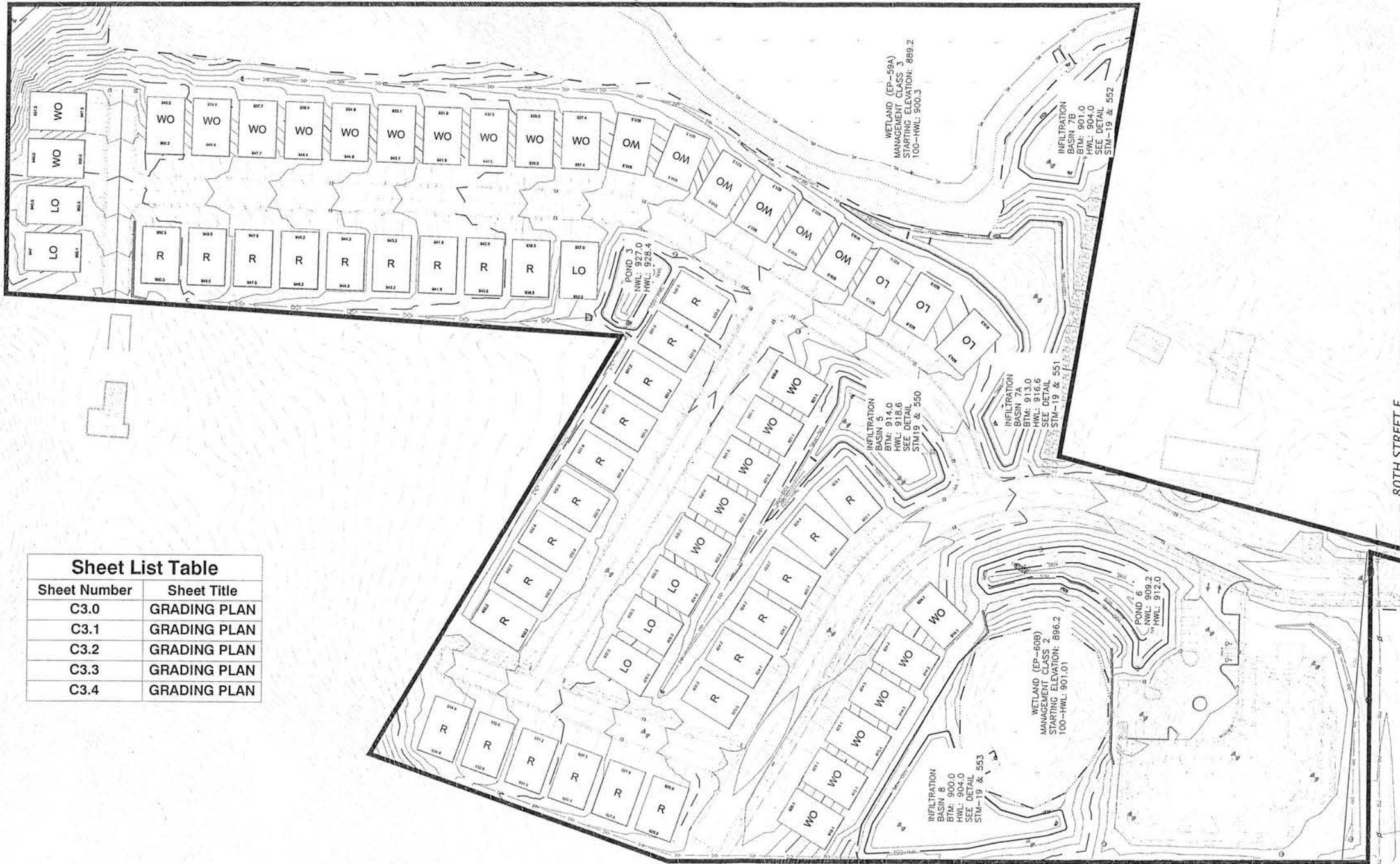
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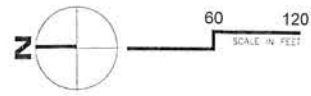
SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
140X 80TH STREET EAST
INVER GROVE HEIGHTS, MN

JOB No: 161078
DATE: 10/23/2017
DRAWN BY: AJI
DESIGNED BY: ECI

SHEET: **EX-1**



Sheet List Table	
Sheet Number	Sheet Title
C3.0	GRADING PLAN
C3.1	GRADING PLAN
C3.2	GRADING PLAN
C3.3	GRADING PLAN
C3.4	GRADING PLAN



GRADING LEGEND:

- Flow Arrow
- Spot Elevation
- Proposed Minor Contour
- Proposed Major Contour
- Existing Minor Contour
- Existing Major Contour
- Top-Out Curb and Gutter
- Re-wrap
- Construction Limits
- Vegetated Swale
- Wetland Buffer

CUT/FILL SUMMARY	
TOTAL CUT	52,342 CY
TOTAL FILL	51,172 CY
NET CUT/FILL	1,170 CY OF CUT
CUT AND FILL IS FROM EXISTING GRADE TO FINISHED GRADE	

GENERAL GRADING AND DRAINAGE NOTES:

- ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND BASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ON-SITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
- REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
- MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
- SEE CIVIL SITE PLAN FOR SITE LAYOUT.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
- SPOT ELEVATIONS SHOWN ADJACENT TO CURBS REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT LABELED ME REFERS TO MATCH EXISTING CHANG. EOT REFERS TO EMERGENCY OVERFLOW ELEVATION. TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
- NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
- UNFORMALLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.



STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

Consulting Engineers P.A.

SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
140X 80TH STREET EAST
INTER GROVE HEIGHTS, MN

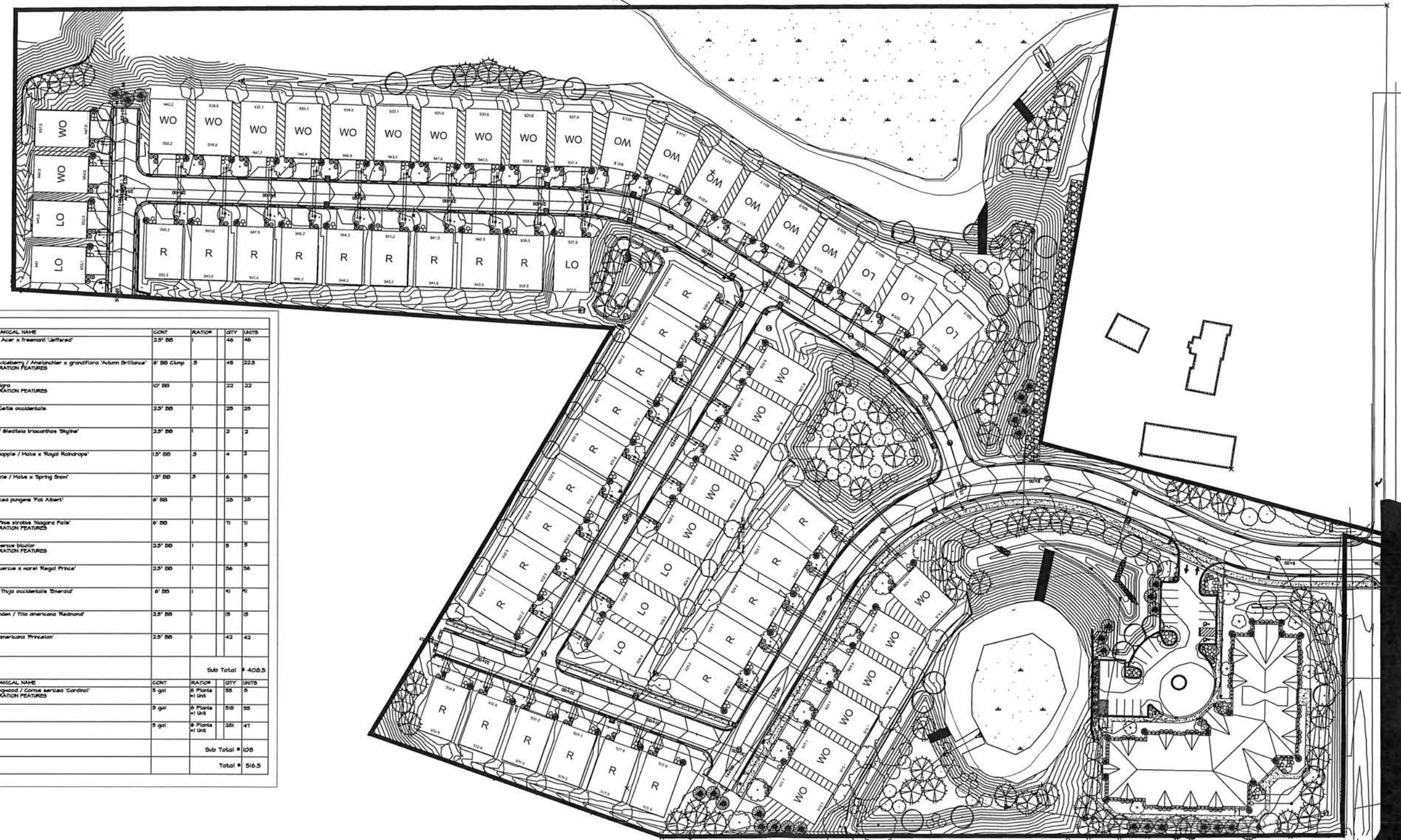
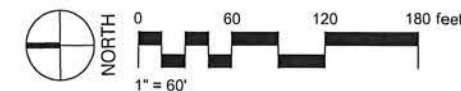
JOB No: 161078
DATE: 10/23/2017
DRAWN BY: AJP
DESIGNED BY: ECR

SHEET:
C3.0

Landscape Requirements For this Site
Multi-Family residential site shall contain at a minimum, one tree per dwelling
Unit. Parking lot shall have one tree pre every ten parking spaces.
68-Single family Townhouse units =68
32-Units in Housing Complex =32
19-Parking Spaces =2 Trees
Total Number of Trees Required is 102 Trees

General Notes:

1. Refer to Sheet L3.0 for Details, Notes, & Requirements.
2. See Civil plans for additional requirements regarding the the site plan layout.
3. See Civil plans for grading layout and requirements.



PLANT SCHEDULE					
TREES	COMMON NAME / BOTANICAL NAME	CONT.	RATION	GTY	UNITS
	Autum Blaze Maple / Acer x Freeman's 'Jefferson'	2.5' DB	1	40	40
	'Autumn Brilliance' Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance' Run Sarden & INFILTRATION FEATURES	8' DB Clamp	3	48	23.5
	River Birch / Betula nigra Run Sarden & INFILTRATION FEATURES	10' DB	1	22	22
	Common Hackberry / Celtis occidentalis	2.5' DB	1	25	25
	Skyline Honey Locust / Stedalia brisanthos 'Skyline'	2.5' DB	1	3	3
	Royal Raindrops Crabapple / Malus x 'Royal Raindrops'	1.5' DB	3	4	3
	Spring Snow Crab Apple / Malus x 'Spring Snow'	1.5' DB	3	6	9
	Colorado Spruce / Picea pungens 'Fat Albert'	8' DB	1	28	28
	Balsam White Pine / Pinus strobus 'Nagard Falls' Run Sarden & INFILTRATION FEATURES	6' DB	1	11	11
	Sharp White Oak / Quercus bicolor Run Sarden & INFILTRATION FEATURES	2.5' DB	1	5	5
	Ragoli Prince Oak / Quercus x norel 'Ragoli Prince'	2.5' DB	1	56	56
	Etherald Arborvitae / Thuja occidentalis 'Etherald'	6' DB	1	41	41
	Redmond American Linden / Tilia americana 'Redmond'	2.5' DB	1	18	18
	American Elm / Ulmus americanus 'Princeton'	2.5' DB	1	42	42
				Sub Total	# 408.5
SHRUBS	COMMON NAME / BOTANICAL NAME	CONT.	RATION	GTY	UNITS
	'Cardinal' Red-twig Dogwood / Cornus sericea 'Cardinal' Run Sarden & INFILTRATION FEATURES	5 gal	6 Plants x Unit	58	8
	Deciduous Shrub	5 gal	6 Plants x Unit	510	50
	Evergreen Shrub	5 gal	6 Plants x Unit	281	47
				Sub Total #	108
				Total #	516.5

AMI
Consulting Engineers P.A.
1640 TALMAGE CIR. VADNAIS HEIGHTS
651.337.9259 - amiangineers.com
SLIPPER - IDONLPANG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
 OR SECTION 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 _____
 NAME _____
 NOT FOR CONSTRUCTION
 SIGNATURE _____

DreamScapes
Landscape & Design, Inc.
7087 20th Ave S.
Centerville, MN 55038
651.451.0000

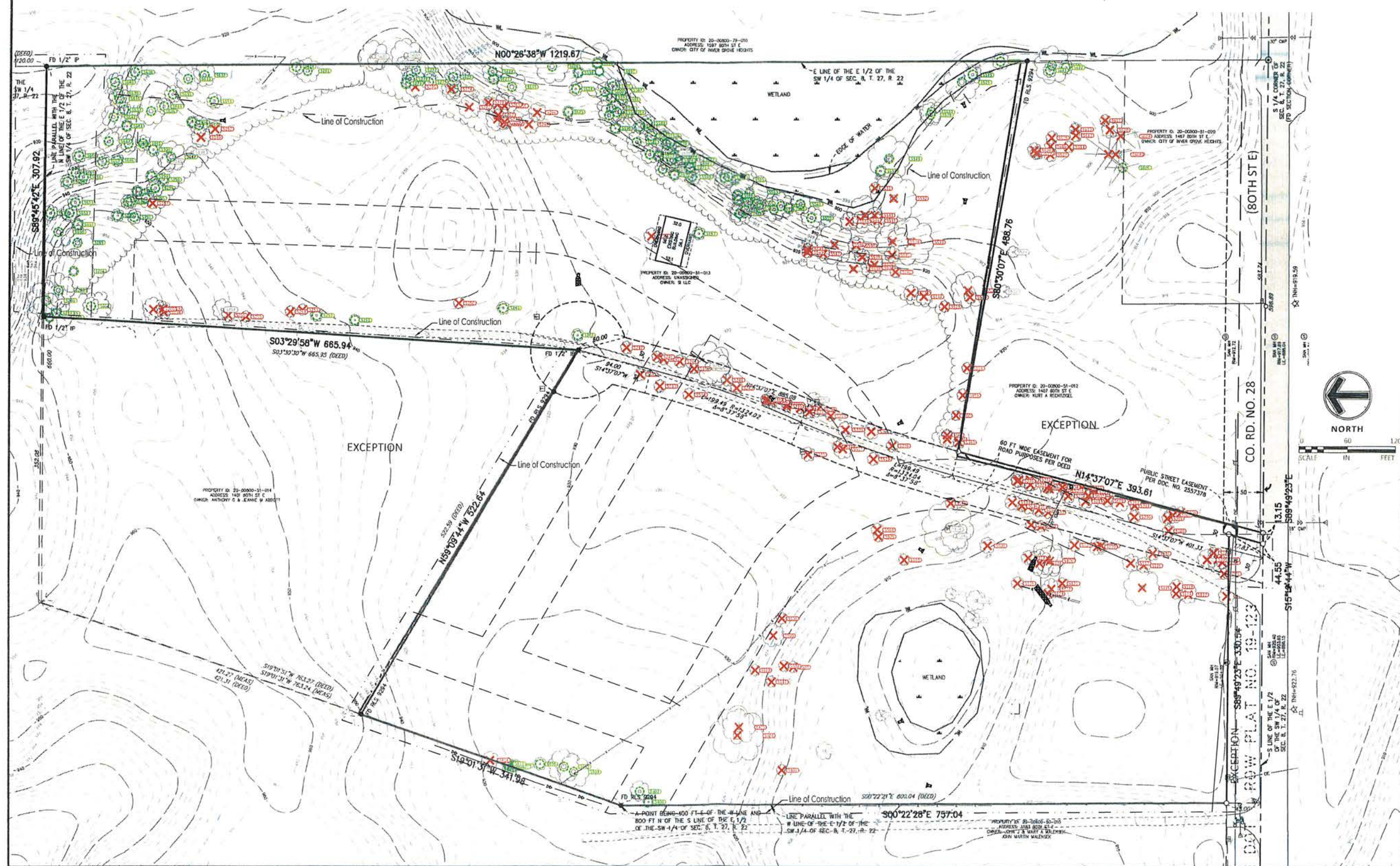
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SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
140X 80TH STREET EAST
INVER GROVE HEIGHTS, MN
SITE 1 AND SCARDE DIAMOND

JOB No: 161078
DATE: 10/23/2017
DRAWN BY: EJ
DESIGNED BY: EJ

SHEET:
L1.0

All Trees outside of the Line of Construction will be preserved.	
All Tree within the Line of Construction will be removed.	
TOTAL EXISTING TREE INCHES	=4,030
TOTAL TREE INCHES EXEMPT	=314
TOTAL EXISTING SIGNIFICANT TREE INCHES	=3,716
TOTAL SIGNIFICANT TREE INCHES TO BE PROTECTED	=1,323
TOTAL SIGNIFICANT TREE INCHES TO BE REMOVED	=2,393
ALLOWED TREE INCH REMOVAL	=30% OF 1,115 CAL INCHES
TOTAL SIGNIFICANT TREE INCHES TO BE REMOVED	=2,393
MINIMUM TREE INCH REPLACEMENT	=1,289
MINIMUM TREE REPLACEMENT	=515 TREES



JOB No: 161078 DATE: 10/23/2017 DRAWN BY: EJ DESIGNED BY: EJ	SCENIC HILLS HAMPTON PROPERTIES IV, LLC 140X 80TH STREET EAST INVER GROVE HEIGHTS, MN	DATE: _____	REV: _____	DESCRIPTION _____	REV. BY: _____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
TREE PRESERVATION PLAN —		_____	_____	_____	_____
SHEET: T1.0					

TAG#	Tree Species	Size	Type	Action
5111	Elm	12"	Significant	Removed
5112	Elm	13"	Significant	Removed
5113	Elm	10"	Significant	Removed
5114	Elm	8"	Significant	Removed
5115	Maple	26"	Significant	Removed
5116	Elm	11"	Significant	Removed
5117	Elm	12"	Significant	Removed
5118	Elm	10"	Significant	Removed
5119	Elm	12"	Significant	Removed
5120	Elm	9"	Significant	Removed
5121	Elm	8"	Significant	Removed
5122	Elm	14"	Significant	Removed
5123	Elm	8"	Significant	Removed
5124	Maple	18"	Significant	Removed
5125	Maple	26"	Significant	Removed
5126	Maple	20"	Significant	Removed
5127	Elm	10"	Significant	Removed
5128	Walnut	9"	Significant	Removed
5129	Box Elder	12"	Non-Signif	Removed
5130	Elm	14"	Significant	Removed
5131	Elm	8"	Significant	Removed
5132	Elm	8"	Significant	Removed
5133	Elm	9"	Significant	Removed
5134	Elm	10"	Significant	Removed
5135	Elm	10"	Significant	Removed
5136	Elm	8"	Significant	Removed
5137	Elm	11"	Significant	Removed
5138	Hackberry	38"	Heritage	Exempt
5139	Elm	8"	Significant	Removed
5140	Box Elder	20"	Non-Signif	Exempt
5141	Elm	10"	Significant	Removed
5142	Oak	8"	Significant	Removed
5143	Elm	11"	Significant	Removed
5144	Elm	12"	Significant	Removed
5145	Red Oak	21"	Significant	Protected
5146	Birch	12"	Significant	Exempt
5147	Birch	21"	Significant	Removed
5148	Box Elder	8"	Non-Signif	Exempt
5149	Birch	14"	Significant	Removed
5150	Red Oak	8"	Significant	Removed
5151	Red Oak	13"	Significant	Removed
5152	Walnut	10"	Significant	Removed
5153	Elm	11"	Significant	Removed
5154	Green Ash	11"	Significant	Removed
5155	Green Ash	11"	Significant	Removed
5157	Maple	9"	Significant	Removed
5158	Elm	8"	Significant	Removed
5159	Elm	9"	Significant	Removed
5161	Elm	8"	Significant	Removed
5162	Green Ash	12"	Significant	Removed
5163	Walnut	9"	Significant	Removed
5201	Elm	8"	Significant	Removed
5202	Elm	9"	Significant	Removed
5203	Elm	15"	Significant	Removed
5204	Elm	8"	Significant	Removed
5205	Elm	14"	Significant	Removed
5206	Elm	8"	Significant	Removed
5207	Green Ash	12"	Significant	Removed
5208	Elm	8"	Significant	Removed
5209	Elm	9"	Significant	Protected

TAG#	Tree Species	Size	Type	Action
5210	Elm	9"	Significant	Removed
5212	Elm	13"	Significant	Removed
5213	Elm	8"	Significant	Removed
5214	Elm	9"	Significant	Removed
5215	Elm	10"	Significant	Removed
5216	Elm	14"	Significant	Removed
5217	Elm	10"	Significant	Removed
5218	Elm	10"	Significant	Removed
5219	Elm	15"	Significant	Removed
5220	Elm	8"	Significant	Removed
5221	Elm	9"	Significant	Removed
5222	Elm	16"	Significant	Removed
5223	Elm	9"	Significant	Removed
5224	Elm	11"	Significant	Removed
5225	Elm	9"	Significant	Removed
5226	Elm	9"	Significant	Removed
5227	Elm	11"	Significant	Removed
5228	Elm	11"	Significant	Removed
5229	Elm	8"	Significant	Removed
5230	Elm	11"	Significant	Removed
5231	Elm	9"	Significant	Removed
5232	Box Elder	10"	Non-Signif	Exempt
5233	Elm	8"	Significant	Removed
5234	Elm	8"	Significant	Removed
5235	Elm	8"	Significant	Removed
5236	Elm	9"	Significant	Removed
5237	Elm	9"	Significant	Removed
5238	Elm	8"	Significant	Removed
5239	Elm	8"	Significant	Removed
5240	Elm	9"	Significant	Removed
5241	Elm	9"	Significant	Removed
5242	Cottonwood	23"	Non-Signif	Exempt
5243	Cottonwood	32"	Non-Signif	Exempt
5244	Elm	9"	Significant	Removed
5245	Elm	8"	Significant	Removed
5246	Elm	8"	Significant	Protected
5247	Elm	9"	Significant	Removed
5248	Elm	9"	Significant	Removed
5249	Elm	9"	Significant	Removed
5250	Elm	8"	Significant	Removed
5251	Elm	8"	Significant	Removed
5252	Elm	9"	Significant	Removed
5253	Elm	8"	Significant	Removed
5254	Elm	8"	Significant	Removed
5255	Elm	8"	Significant	Protected
5256	Elm	10"	Significant	Removed
5257	Cottonwood	14"	Non-Signif	Exempt
5258	Elm	10"	Significant	Removed
5259	Elm	10"	Significant	Removed
5260	Elm	16"	Significant	Removed
5261	Aspen	11"	Significant	Removed
5262	Red Oak	13"	Significant	Removed
5263	Red Oak	14"	Significant	Protected
5264	Red Oak	13"	Significant	Protected
5265	Red Oak	17"	Significant	Removed
5266	Red Oak	18"	Significant	Protected
5267	Red Oak	8"	Significant	Removed
5268	Red Oak	8"	Significant	Removed
5269	Red Oak	8"	Significant	Removed
5270	Red Oak	17"	Significant	Protected

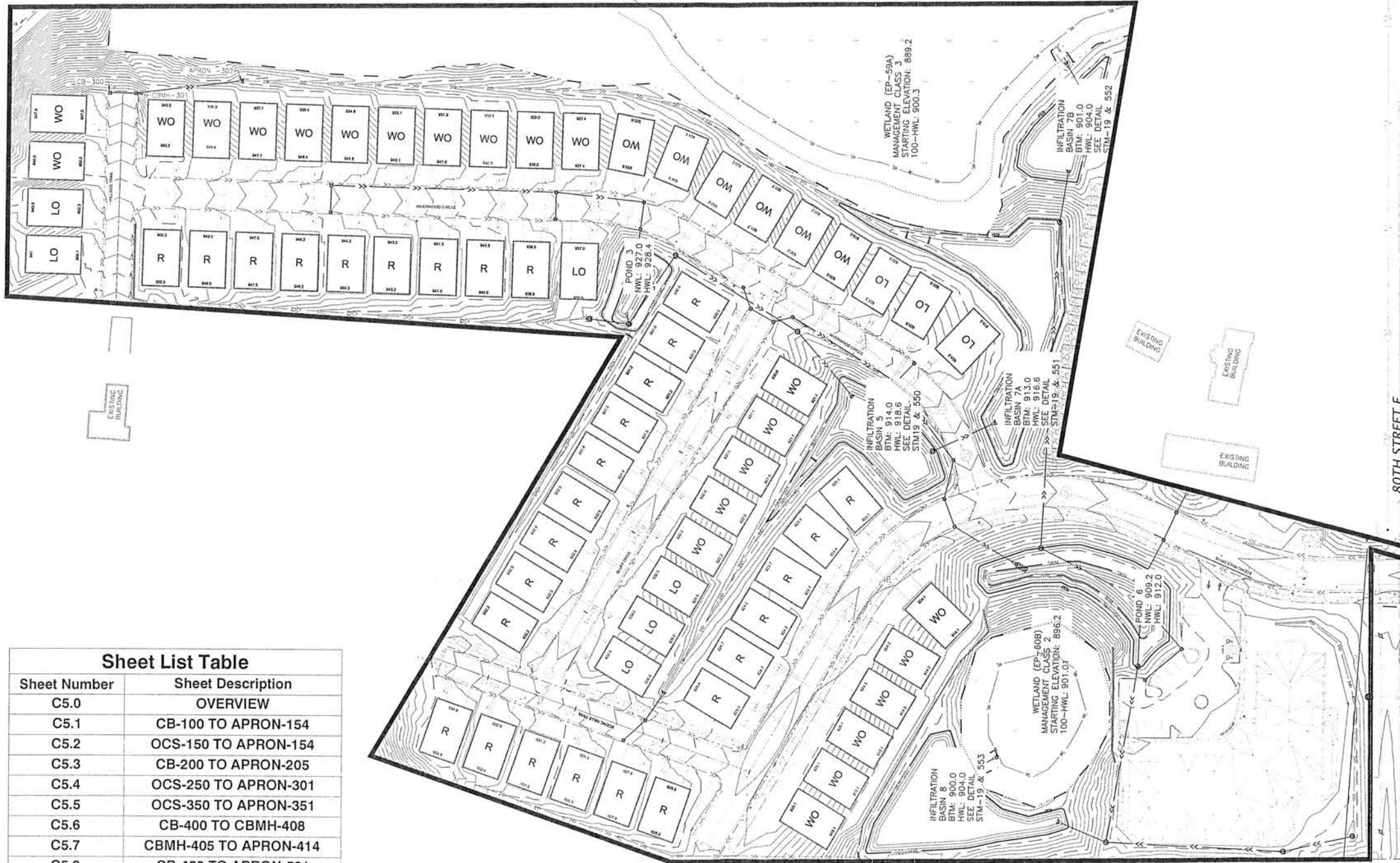
TAG#	Tree Species	Size	Type	Action
5271	Red Oak	8"	Significant	Protected
5272	Red Oak	16"	Significant	Protected
5273	Red Oak	12"	Significant	Removed
5274	Red Oak	15"	Significant	Protected
5275	Red Oak	11"	Significant	Protected
5276	Elm	15"	Significant	Protected
5277	Red Oak	15"	Significant	Protected
5278	Red Oak	11"	Significant	Protected
5279	Elm	8"	Significant	Protected
5280	Red Oak	9"	Significant	Removed
5281	Elm	17"	Significant	Protected
5282	Green Ash	12"	Heritage	Removed
5283	Red Oak	32"	Heritage	Removed
5284	Elm	8"	Significant	Removed
5285	Cedar	15"	Significant	Removed
5286	White Oak	27"	Heritage	Removed
5287	White Oak	23"	Significant	Removed
5288	White Oak	30"	Heritage	Removed
5289	Red Oak	23"	Significant	Removed
5290	Elm	9"	Significant	Removed
5291	Birch	10"	Significant	Removed
5292	Elm	10"	Significant	Removed
5293	Elm	9"	Significant	Removed
5294	Birch	8"	Significant	Removed
5295	Elm	13"	Significant	Removed
5296	Hackberry	12"	Significant	Removed
5297	Red Oak	8"	Significant	Removed
5298	Box Elder	9"	Non-Signif	Removed
5299	Elm	9"	Significant	Removed
5300	Elm	10"	Significant	Removed
5401	Elm	8"	Significant	Removed
5402	Box Elder	12"	Non-Signif	Removed
5403	Elm	8"	Significant	Removed
5404	White Oak	34"	Heritage	Removed
5405	White Oak	24"	Significant	Removed
5406	Maple	8"	Significant	Removed
5407	Maple	14"	Significant	Removed
5408	Elm	23"	Significant	Removed
5409	Elm	9"	Significant	Removed
5410	Aspen	8"	Significant	Removed
5411	Aspen	8"	Significant	Removed
5412	Aspen	9"	Significant	Removed
5413	Aspen	8"	Significant	Removed
5414	Elm	12"	Significant	Removed
5501	Green Ash	11"	Significant	Removed
5502	Green Ash	8"	Significant	Removed
5503	Elm	8"	Significant	Removed
5504	Elm	9"	Significant	Removed
5505	Elm	8"	Significant	Removed
5506	Red Oak	8"	Significant	Protected
5507	Red Oak	8"	Significant	Removed
5508	Elm	8"	Significant	Protected
5509	Elm	16"	Significant	Protected
5510	Elm	8"	Significant	Protected
5511	Elm	8"	Significant	Protected
5512	Elm	9"	Significant	Protected
5513	Elm	9"	Significant	Protected
5514	Elm	9"	Significant	Protected
5515	Elm	10"	Significant	Protected
5516	Elm	8"	Significant	Protected

TAG#	Tree Species	Size	Type	Action
5517	Elm	14"	Significant	Protected
5518	Elm	9"	Significant	Protected
5519	Bur Oak	8"	Significant	Protected
5520	Elm	9"	Significant	Protected
5521	Walnut	25"	Significant	Protected
5522	Elm	9"	Significant	Protected
5523	Green Ash	8"	Significant	Protected
5524	Red Oak	12"	Significant	Protected
5525	Elm	13"	Significant	Protected
5526	Maple	26"	Significant	Protected
5527	Maple	17"	Significant	Protected
5528	Maple	16"	Significant	Protected
5529	Black Willow	30"	Heritage	Protected
5530	Red Oak	8"	Significant	Protected
5531	Red Oak	8"	Significant	Protected
5532	Maple	33"	Heritage	Removed
5533	Red Oak	33"	Heritage	Removed
5534	Red Oak	24"	Significant	Protected
5535	Walnut	11"	Significant	Protected
5536	Walnut	13"	Significant	Removed
5537	Red Oak	16"	Significant	Removed
5538	Red Oak	24"	Significant	Removed
5539	Walnut	11"	Significant	Protected
5540	Maple	12"	Significant	Protected
5541	Maple	11"	Significant	Protected
5542	Maple	11"	Significant	Removed
5543	Maple	26"	Significant	Protected
5544	Maple	12"	Significant	Protected
5545	Maple	13"	Significant	Protected
5546	Red Oak	28"	Heritage	Protected
5547	Walnut	10"	Significant	Removed
5548	Walnut	8"	Significant	Removed
5549	Walnut	8"	Significant	Removed
5550	Red Oak	13"	Significant	Removed
5551	Red Oak	17"	Significant	Removed
5552	Red Oak	8"	Significant	Removed
5553	Walnut	11"	Significant	Removed
5554	Red Oak	11"	Significant	Removed
5555	Red Oak	10"	Significant	Removed
5556	Red Oak	10"	Significant	Removed
5557	Red Oak	17"	Significant	Removed
5558	Red Oak	18"	Significant	Removed
5559	Maple	15"	Significant	Protected
5560	Elm	8"	Significant	Protected
5561	Maple	15"	Significant	Protected
5563	Red Oak	28"	Heritage	Protected
5564	Red Oak	13"	Significant	Protected
5565	Red Oak	28"	Heritage	Protected
5566	Hackberry	8"	Significant	Protected
5567	Red Oak	18"	Significant	Protected
5568	Red Oak	16"	Significant	Protected
5569	Aspen	12"	Significant	Protected
5570	Aspen	8"	Significant	Protected
5571	Red Oak	9"	Significant	Protected
5572	Red Oak	17"	Significant	Protected
5573	Red Oak	18"	Significant	Protected
5574	Black Cherry	17"	Significant	Protected
5575	Red Oak	14"	Significant	Protected
5576	Red Oak	14"	Significant	Protected
5577	Elm	8"	Significant	Protected

TAG#	Tree Species	Size	Type	Action
5578	Red Oak	16"	Significant	Removed
5579	Elm	9"	Significant	Protected
5580	Red Oak	9"	Significant	Protected
5581	Red Oak	15"	Significant	Protected
5582	Red Oak	9"	Significant	Protected
5583	Red Oak	11"	Significant	Protected
5584	Red Oak	9"	Significant	Protected
5585	Maple	22"	Significant	Exempt
5587	Red Oak	14"	Significant	Protected
5588	Red Oak	9"	Significant	Protected
5590	Hackberry	8"	Significant	Protected
5591	Red Oak	15"	Significant	Protected
5592	Red Oak	20"	Significant	Protected
5593	Red Oak	8"	Significant	Protected
5594	Elm	15"	Significant	Protected
5595	Red Oak	11"	Significant	Protected
5596	Red Oak	8"	Significant	Protected
5597	Red Oak	37"	Heritage	Protected
5598	Red Oak	8"	Significant	Protected
5600	Red Oak	13"	Significant	Removed
5601	Elm	9"	Significant	Removed
5602	Elm	8"	Significant	Removed
5604	Elm	8"	Significant	Removed
5606	Red Pine	22"	Significant	Removed
5607	Red Pine	22"	Significant	Removed
5608	Red Pine	30"	Heritage	Removed
5609	Red Pine	25"	Heritage	Removed
5610	Elm	12"	Significant	Removed
5611	Elm	8"	Significant	Removed
5612	Elm	9"	Significant	Removed
5613	Green Ash	9"	Significant	Removed
5614	Elm	8"	Significant	Removed
5615	Elm	9"	Significant	Removed
5616	Elm	9"	Significant	Removed
5617	Elm	10"	Significant	Removed
5618	Elm	9"	Significant	Removed
5619	Elm	9"	Significant	Removed
5620	Elm	10"	Significant	Removed
5621	Maple	26"	Significant	Removed
5622	Red Oak	10"	Significant	Removed
5623	Walnut	10"	Significant	Removed
5624	Red Oak	10"	Significant	Protected
5625	Walnut	8"	Significant	Protected
5626	Red Oak	24"	Significant	Protected
5627	Elm	8"	Significant	Protected
5628	Black Cherry	15"	Significant	Removed
5629	Red Oak	12"	Significant	Protected
5630	Walnut	22"	Significant	Removed
5631	Red Oak	21"	Significant	Removed
5632	Elm	16"	Significant	Protected
5633	Green Ash	18"	Significant	Protected
5634	Walnut	11"	Significant	Removed
5635	Walnut	12"	Significant	Protected
5636	Red Oak	20"	Significant	Removed
5637	Birch	10"	Significant	Removed
5638	Birch	14"	Significant	Removed
5639	Birch	15"	Significant	Removed
5640	Birch	12"	Significant	Removed
5641	Birch	15"	Significant	Removed
5642	Birch	17"	Significant	Removed

TAG#	Tree Species	Size	Type	Action
5643	Birch	8"	Significant	Protected
5644	Birch	12"	Significant	Removed
5645	Birch	11"	Significant	Removed
5646	Birch	9"	Significant	Removed
5647	Birch	16"	Significant	Removed
5648	Elm	10"	Significant	Removed
5649	Birch	11"	Significant	Removed
5650	White Oak	22"	Significant	Removed
5651	Birch	8"	Significant	Removed
5652	Birch	12"	Significant	Removed
5653	Red Oak	11"	Significant	Removed
5654	Elm	10"	Significant	Removed
5655	Elm	12"	Significant	Removed
5656	Elm	11"	Significant	Removed
5657	Elm	11"	Significant	Removed
5660	Elm	12"	Significant	Removed
5661	Elm	23"	Significant	Removed

Sheet List Table	
Sheet Number	Sheet Description
C5.0	OVERVIEW
C5.1	CB-100 TO APRON-154
C5.2	OCS-150 TO APRON-154
C5.3	CB-200 TO APRON-205
C5.4	OCS-250 TO APRON-301
C5.5	OCS-350 TO APRON-351
C5.6	CB-400 TO CBMH-408
C5.7	CBMH-405 TO APRON-414
C5.8	CB-450 TO APRON-501
C5.9	OCS-500 TO APRON 552
C5.10	OCS-600 TO APRON-651
C5.11	DETAILS
C5.12	DETAILS



STORM WATER MANAGEMENT LEGEND:

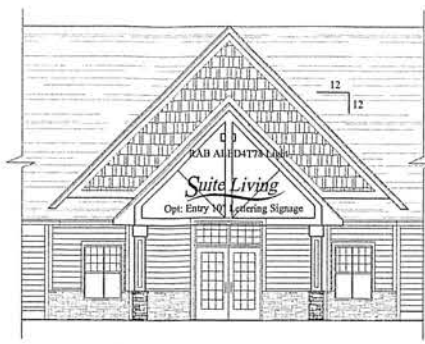
- MANHOLE
- CATCH BASIN
- APRON
- STORM SEWER (SEE DETAIL 542)
- DRAIN TILE (SEE DETAIL 521)
- VEGETATED SWALE
- RIPRAP

GENERAL STORMWATER MANAGEMENT NOTES:

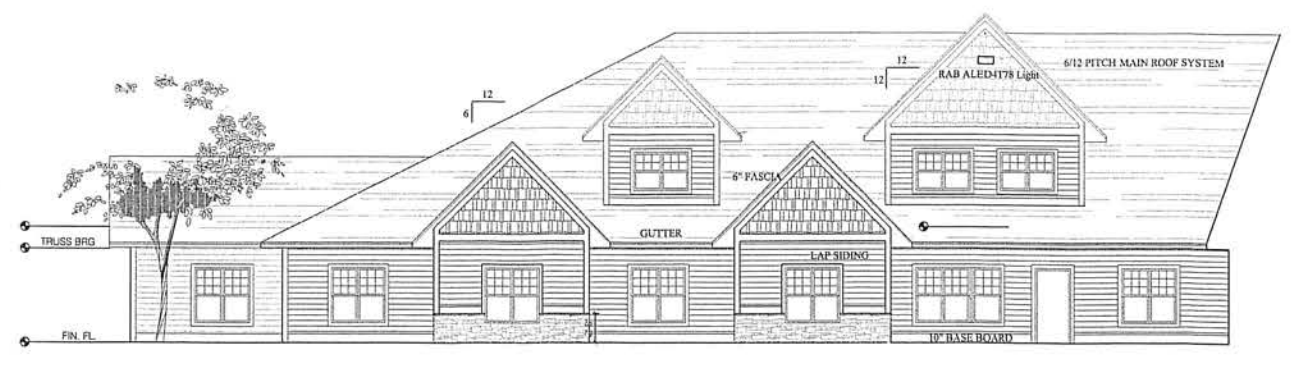
- INFILTRATION BASINS MUST BE KEPT OFFLINE AND PROTECTED FROM CONSTRUCTION ACTIVITY UNTIL THE SITE IS FULLY RESTORED.
- LABELED PIPE LENGTH INCLUDES APRON LENGTH



1 Commons SouthWest Elevation
1/8" = 1'-0"



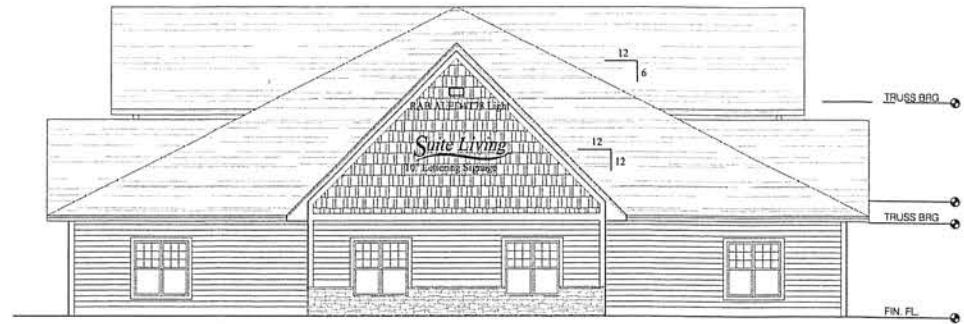
2 Commons NorthEast Elevation
1/8" = 1'-0"



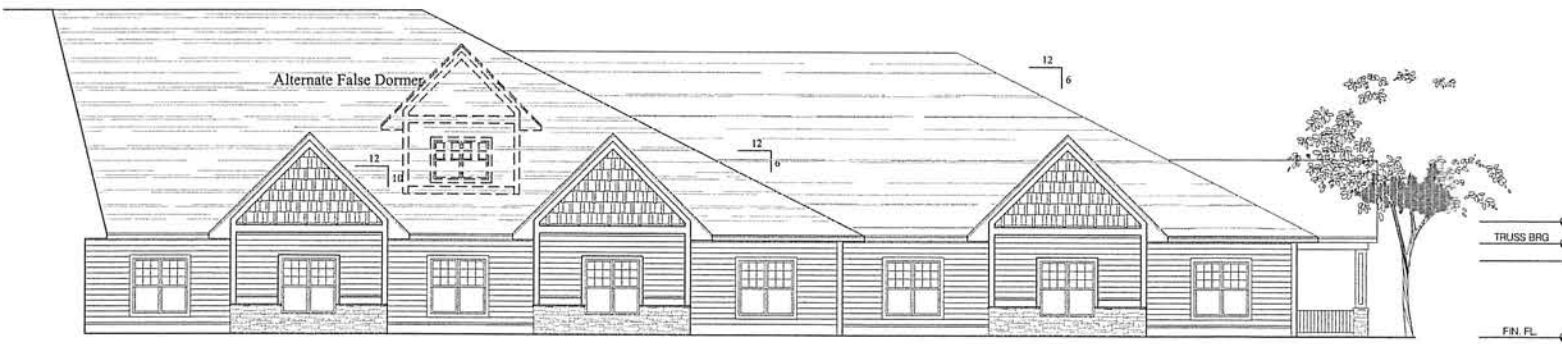
3 Memory Care North Elevation
1/8" = 1'-0"



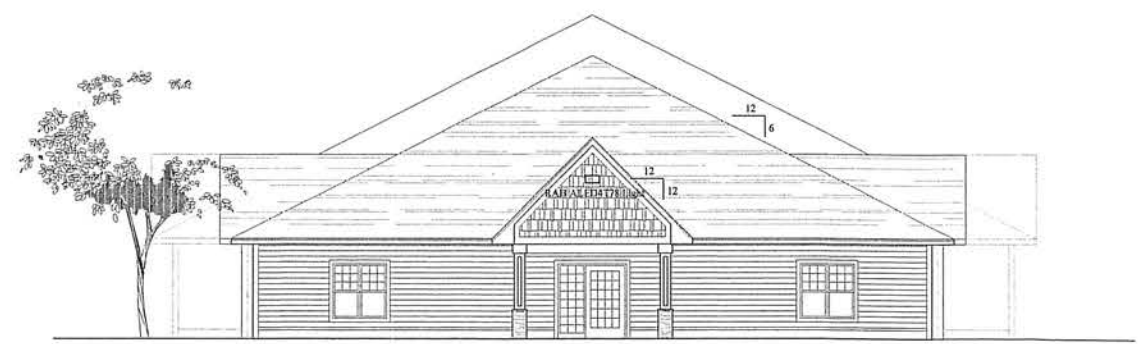
4 Memory Care South Elevation
1/8" = 1'-0"



5 Memory Care East Elevation
1/8" = 1'-0"



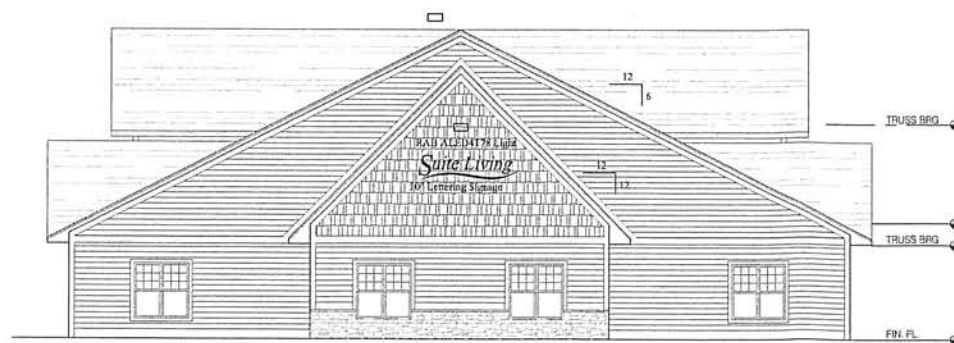
6 Senior Care East Elevation
1/8" = 1'-0"



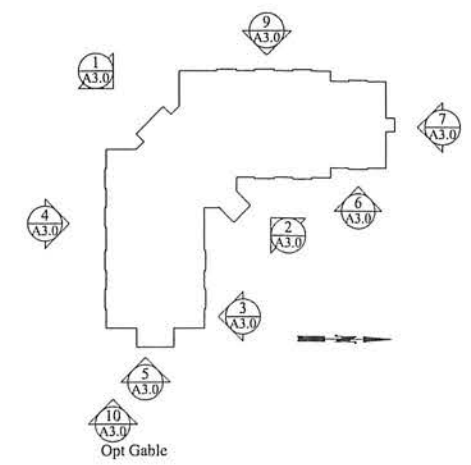
7 Senior Care East Elevation
1/8" = 1'-0"



9 Senior Care North Elevation
1/8" = 1'-0"



10 End Elevation Optional Gable
1/8" = 1'-0"

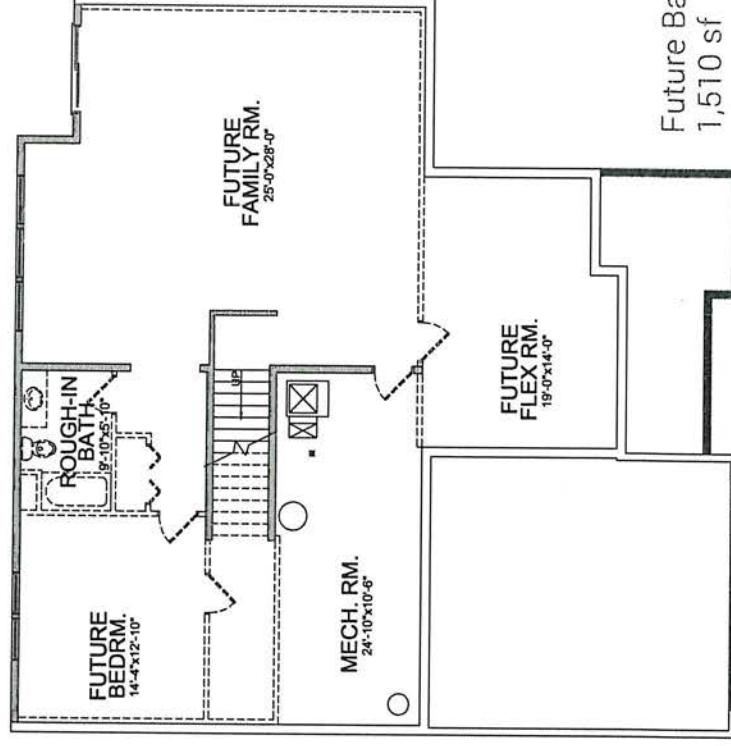
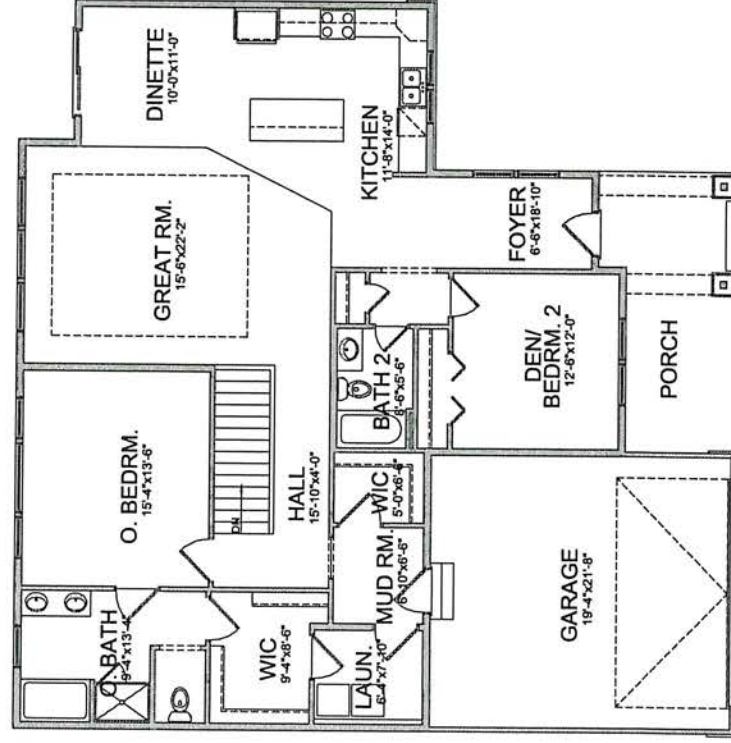


VILLA FLOOR PLANS



WESTON

2-4 Bedrooms | 2-3 Baths | 2-Car Garage | 1,791-3,301 sf



All prices, promotions, features, options, amenities, floor plans, elevations, materials and dimensions are subject to change without notice. All information is deemed reliable but not guaranteed. Please ask the new home specialist for more information.

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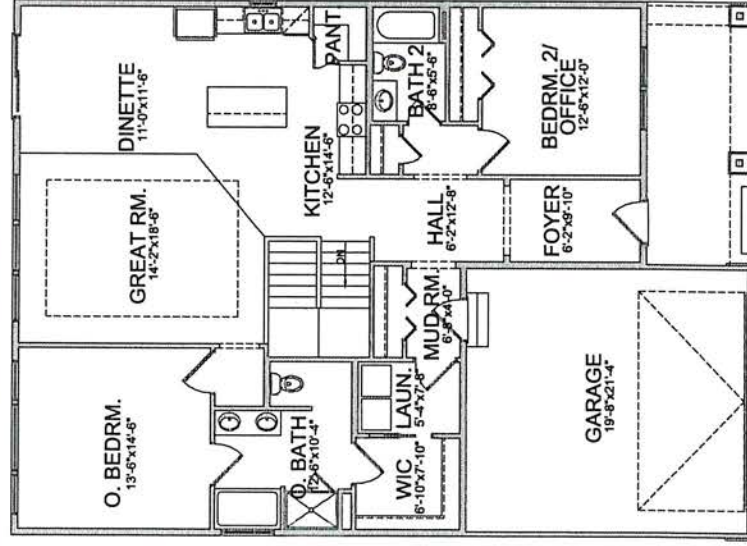
1-30-17

FLOOR PLANS

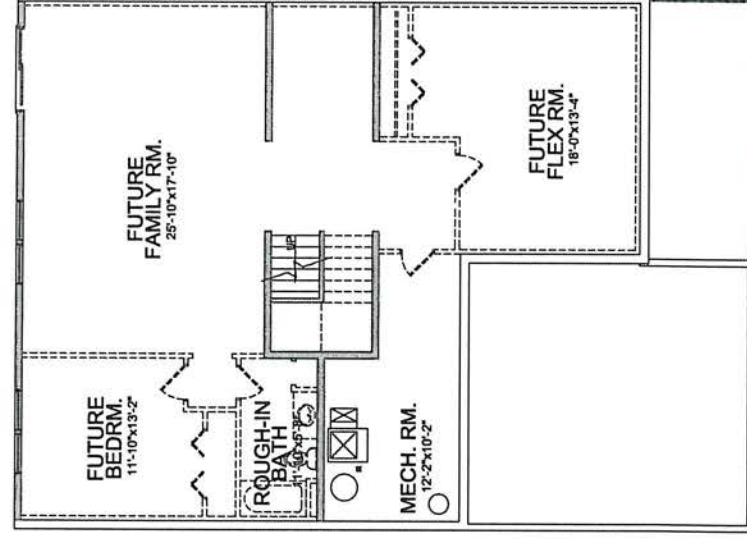


VICTORIA

2-3 Bedrooms | 2-3 Baths | 2-Car Garage | 1,647 - 3,091 sf



Main Level: 1,647 sf



Optional
Lower Level: 1,444 sf

All prices, promotions, features, options, amenities, floor plans, elevations, materials and dimensions are subject to change without notice.
All information is deemed reliable but not guaranteed. Please ask the new home specialist for more information.
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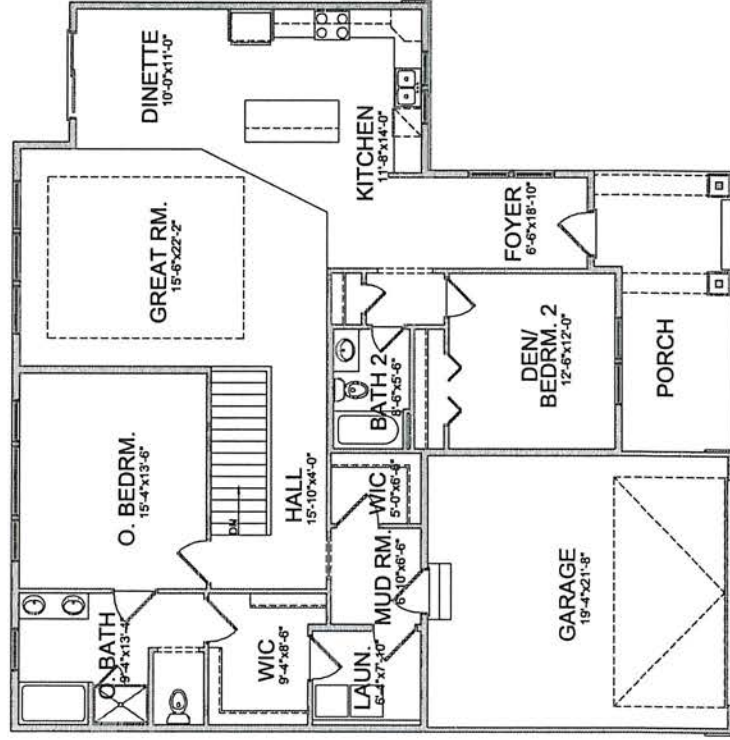
4-7-17

VILLA FLOOR PLANS

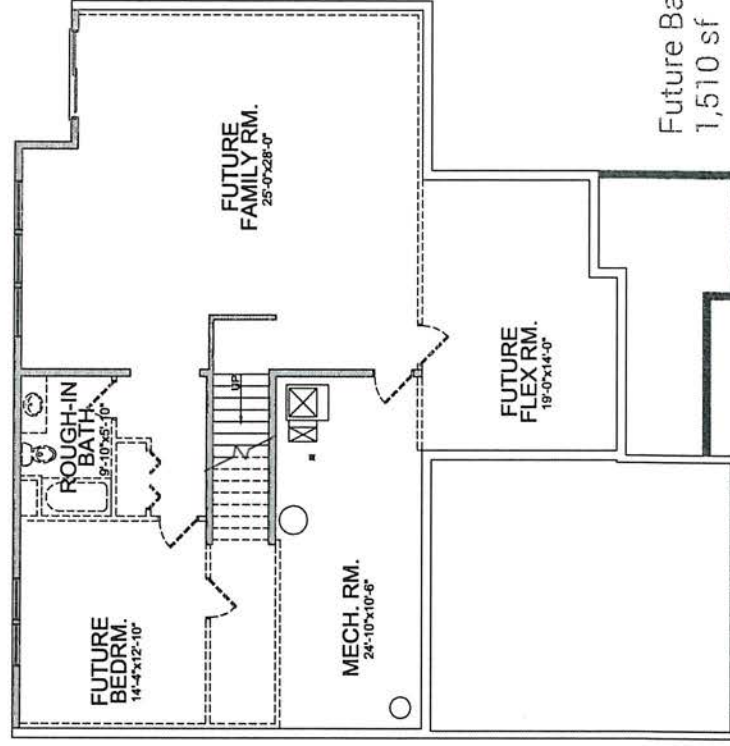


WESTON

2-4 Bedrooms | 2-3 Baths | 2-Car Garage | 1,791-3,301 sf



Main Level: 1,791 sf



Future Basement
1,510 sf

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1-30-17

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRATTALONE'S DAWNWAY – CASE NO. 17-35NCUC

Meeting Date: December 11, 2017
 Item Type: Regular
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate (NCUC) allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement

- Requires 4/5th's vote.
- 60-day deadline: December 15, 2017 (extended by applicant)

SUMMARY

The applicant is requesting a 15 year extension to the current certificate. The current term expires on December 31, 2017. The applicant has indicated they need the additional time to complete filling the landfill to the approved volume. No other changes to the operation or NCUC are being proposed.

In 2002, the City approved an NCUC for Bolander and Sons who operated the landfill until 2007. Frattalone has operated the landfill since 2007.

ANALYSIS

Barr Engineering was hired to review the permit for the City. They did a volume calculation using info provided by the applicant. Barr calculated a volume roughly 200,000 cubic yards less than listed on the volume remaining report at the end of 2016. Staff will work with the applicant and Barr Engineering to sort out the difference. In any case, there is a maximum volume permitted and a maximum height allowed for the material. The landfill will be complete once these physical dimensions are reached.

The applicant has provided a summary table of the amount of material collected over the last 9 years. The average amount is approximately 108,000 cubic yards per year. At that rate, it would take 14.3 years to complete the landfill.

A question was brought up at the Planning Commission about what happens to the approved accessory uses once the landfill is closed. The demolition landfill is the principal use on the property. The recycling, crushing and stockpiling of material would be accessory to the principal use. Once the principal use ceases, the accessory uses would also be required to cease.

City staff is in the process of negotiating a new Host Community Agreement. The City of South St. Paul is part of the negotiations since the landfill is in both cities. This is still ongoing.

Another question was raised regarding collecting a fee for the material that is recycled on site and sold off site. Dakota County collects a gravel tax on materials removed, but not on recycled material. Staff will look at including a fee as part of the Host Community Agreement.

Any extension of the time frame for the NCUC should not be approved until a Host Community Agreement is drafted and ready. Therefore, Staff recommends Council grant a 90 day extension to provide time to draft the Host Community Agreement. Council would then take action on the time extension and agreement at the same meeting.

RECOMMENDATION

The Environmental Commission reviewed the request on November 16. Most of the discussion centered around the volume remaining and if a shorter time period should be allowed. The Commission determined that the full 15 year extension should be granted to provide enough flexibility to complete the landfill.

The Planning Commission reviewed the request on November 21 and also recommended approval of the 15 year extension.

Planning Division. Recommends Council approve a 90 day extension to the NCUC in order to provide time to negotiate a Host Community Agreement. Once this is done, the item will be placed on the next available council agenda for action on the extension and host agreement.

Attachments: Resolution granting a 90 day extension
 Planning Commission Recommendation
 Planning Report
 Additional e-mail comments from Residents

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

RESOLUTION NO. _____

**RESOLUTION GRANTING A 90-DAY EXTENSION TO THE EXPIRATION DATE OF THE
NON-CONFORMING USE CERTIFICATE FOR A DEMOLITION DEBRIS LANDFILL AND
HOST COMMUNITY AGREEMENT BETWEEN THE CITY AND FRATTALONE DAWNWAY**

Case No. 17-35NCUC
(Frattalone's Dawnway)

WHEREAS, the City approved a Non-Conforming Use Certificate for the demolition debris landfill on September 23, 2002;

WHEREAS, the term of the Non-Conforming Use Certificate was for a 15 year period expiring on December 31, 2017;

WHEREAS, the City and the landfill operator entered into a Host Community Agreement on September 23, 2002;

WHEREAS, the Host Community Agreement terminates on January 1, 2018;

WHEREAS, Frattalone has made application to amend the Non-Conforming Use Certificate for an additional 15 year period to expire on December 31, 2032;

WHEREAS, the City is in the process of negotiating a new Host Community Agreement with Frattalone and the negotiations will not be completed by January 1, 2018;

WHEREAS, the City Council is to act on the Non-Conforming Use Certificate and Host Community Agreement at the same meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a 90-day extension to the Non-Conforming Use Certificate and Host Community Agreement termination dates is hereby extended to March 31, 2018. City staff shall negotiate a new Host Community Agreement and bring said agreement to Council, and Council shall take action on the Non-Conforming Use Certificate amendment and Host Community Agreement no later than March 31, 2018.

Adopted by the City Council of Inver Grove Heights this 11th day of December, 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: November 21, 2017
SUBJECT: **DAWNWAY LANDFILL – CASE NO. 17-35NCUC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a non-conforming use certificate amendment to allow for a 15-year time extension for the demolition landfill located at 5965 Dawn Way. 36 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the landfill is in both Inver Grove Heights and South St. Paul, and has been a demolition landfill since 1986. Since the time of the original approval, the City passed an overlay ordinance that limits all landfill type activities to the southern portion of the City. Since the proposed site is not within the approved overlay district, the site is a legal non-conforming site which requires a Non-Conforming Use Certificate (NCUC). That NCUC expires on December 31, 2017, so the applicant is requesting a 15-year extension to continue operating under the existing City and MPCA approvals. The City hired Barr Engineering to do some analysis on the site. Barr Engineering did not find any issues with the fill limits or type of materials. Barr used a different methodology than the applicant's surveyor and came up with a different amount of remaining volume than the Frattalone's had listed. Staff recommends that Barr's number be used as the official remaining volume. The applicant is requesting a 15-year extension. Using Barr's calculations for remaining volume, the lifespan of the landfill would be 11.5 years and only a 12-year extension would be needed.

Commissioner Niemioja asked who the City Administrative Officer could be.

Mr. Hunting replied it could be a number of different people; currently there is no position at the City with that exact title.

Commissioner Niemioja asked if there was a broad scope of City staff who could oversee the landfill's operation.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked if there was a long-term plan for what would happen in this location once the landfill was filled.

Mr. Hunting replied in the affirmative, stating an approved end use plan was included in the packet. Essentially landfills have to remain as open space; however, there might be some light industrial development.

Commissioner Robertson asked if South St. Paul had to conduct a review as well.

November 21, 2017

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Mr. Hunting replied that South St. Paul would approve their portion of the site under a grading permit, but he was not sure of their timeframe.

Opening of Public Hearing

Tony Frattalone, Dawnway Landfill, 14259 May Ave N, Stillwater, advised he was available to answer any questions.

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

Mr. Frattalone replied in the affirmative. He advised there is not necessarily a finalized end use plan but rather different options that were suggested for various areas of the site. Although they are asking for a 15-year extension, if the site fills up in ten years they will be done. Demolition seems to have slowed down; however, so they are asking for 15 years so they do not have to come back for another approval.

Chair Maggi asked where South St. Paul was in the approval process.

Mr. Frattalone advised that the South St. Paul portion falls under the same NCUC, so they are working with the Inver Grove Heights City Administrator and will follow suit once Inver Grove Heights has completed their process.

Commissioner Niemioja asked if the limited hours of operation affected how much material they were able to take in.

Mr. Frattalone replied that the limited hours of operation were not an issue.

Commissioner Niemioja asked the applicant if he felt they would reach the targeted capacity in 15 years with the current hours of operation.

Mr. Frattalone replied that would depend on the amount of demolition being done and how much came to their facility.

Claire Hostetler, 5929 Concord Boulevard, questioned how they would ever get the site filled when they were also taking material out.

Mr. Hunting advised that Frattalone is allowed to take out the sand material and sell it.

Mr. Hostetler asked if there was another way to get in and out of the site besides Dawn Avenue.

Mr. Hunting replied that was the only access point to the site.

Greg Grover, 5975 Concord Boulevard, stated there is a dust issue and Frattalone has not been addressing it.

Joe McBride, 4055 - 59th Street East, summarized a letter he distributed to Planning Commissioners. He noted that in 2011 the City asked Frattalone to stop excavating in the southeast corner of the landfill due to overmining, in June 2015 the City sent Frattalone a Cease and Desist letter for overmining the south and west side of the landfill, in November 2014 Frattalone submitted a drawing to the City of Inver Grove Heights that was not accurate, and in

Recommendation to City Council

November 21, 2017

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2015 Frattalone admitted to overmining at a City Council meeting.

Chair Maggi asked Mr. Hunting to address Mr. McBride's statements.

Mr. Hunting stated the engineering department, who was involved with the landfill in 2011, sent out a Cease and Desist letter because the City Attorney recommended that as standard protocol. The City then reviewed the information and took it to City Council. The minutes from that meeting state that the County found no evidence of the operator exceeding the debris limits and it was concluded that the landfill was in compliance with the terms of the permit.

Chair Maggi asked staff to clarify the terms of a Cease and Desist order.

Mr. Hunting replied that it requires the operator to stop work while they investigate the issue.

Mr. McBride advised that the Cease and Desist letter was based on a Dakota County aerial photo which showed they were 30-40 feet beyond where they were allowed to be mining.

Chair Maggi asked Mr. Hunting if there was anything in the meeting minutes regarding Mr. McBride's claims.

Mr. Hunting replied that he did not look for that specifically; however, Dakota County inspects the mine quarterly and indicated that it is standard practice to excavate out further to get the soils and slopes and it is not a violation of the NCUC.

Mr. McBride showed a diagram of the base grade of the landfill and how far they were allowed to excavate. He advised that Frattalone submitted a drawing of debris limits which should comply with a 1:1.5 slope; however, it does not. Frattalone states that is because they have to knock it back for safe working conditions. They admitted to overmining; however, the drawings they submitted indicate they were not in there. He stated Frattalone violated their previous NCUC, the City has not enforced it, and he suggested the Planning Commission recommend denial of the extension. He stated the areas that have been overmined have unregulated material going in there as no one oversees it.

Chair Maggi advised that Mr. Hunting stated it was inspected four times a year.

Mr. Hunting confirmed that Dakota County inspects the site quarterly and their reports are included with the packet.

Mr. McBride questioned whether they inspected the backfill.

Mr. Hunting was not sure, but stated they identify that the site was inspected and that there were no violations.

Mr. McBride stated their role is to inspect the material that is placed in the landfill; however, there is no government agency overseeing the material that has been mined out and is not part of the landfill.

Jeff Ubl, Barr Engineering, Bloomington, stated the City hired his company to look at the fill volume calculations. He advised that they looked at if the waste filling was within the permitted

Recommendation to City Council

November 21, 2017

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boundary, if the waste types complied with the definition of demolition debris, and they reviewed the 2014 drawings. He is not aware of any requirement to look for what the boundary was for the landfill to mine sand and gravel from. He advised that when he did his site visit all the waste was within the boundary, with the exception of materials waiting to be recycled, which was not a violation.

Commissioner Robertson asked if there were any dust control measures in place.

Mr. Ubl replied that he did not look for a specific requirement for dust control, but typically there is a requirement for sweeping, watering, or the application of another dust suppressant.

Mr. Frattalone advised that they have a sweeper and water truck on site which sweeps and sprays as needed. He advised they respond to complaints immediately and likely do more than what is required. He explained that the reason they had overmined in 2011 was because of the way they have to excavate to hold the slope. He advised that they consistently do shots to make sure they are within the limits of the demolition debris.

Luke Dahn, 5645 Annette Avenue East, stated that analyticals are done on materials coming into the landfill and they follow up on where it goes as well.

Mr. McBride disagreed that the overmining was due to safe construction practices to build a slope, but rather it was to mine and sell the materials.

Chair Maggi asked Mr. Ubl to discuss the discrepancy between 12 years versus 15 years to complete the project.

Mr. Ubl explained the process they used, and stated the discrepancy was due to Frattalone using a different method.

Commissioner Robertson asked if Frattalones would have to request another extension should the certificate be approved for 12 years and there ended up being additional room at the end of that timeframe.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked how the City would be informed if the landfill filled up prior to the NCUC expiration, and what actions would the City have to take.

Mr. Hunting stated he was unsure, but would assume the year end reports to the MPCA would identify when they were full.

Commissioner Scales asked if the 12-15 years was just an estimate of when it would be filled.

Mr. Hunting replied in the affirmative.

Nick Frattalone, 11647 – 58th Street North, Lake Elmo, advised that their business is heavily regulated by three bodies of government (City, County, and State).

Mr. McBride asked if the other uses at the landfill could continue once the NCUC had expired

Recommendation to City Council

November 21, 2017

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(i.e. recycling, black dirt, etc.).

Mr. Link stated that staff would do more research on this prior to it going to City Council; however, his initial reaction was that once the landfill closed the accessory uses would go away as well.

Chair Maggi stated that for the purpose of this meeting they would assume that was true.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Commissioner Wippermann asked if Frattalones could ask for additional volume space in the future.

Mr. Hunting replied in the affirmative.

Commissioner Niemioja stated she would prefer a 15-year extension versus 12 as they could not predict how long it would take to fill the landfill, the City had several enforcement options available to them, and the business had a good track record of complying with the NCUC.

Motion by Commissioner Niemioja, second by Commissioner Weber, to approve the request for a non-conforming use certificate amendment to allow for a 15-year time extension for the demolition landfill located at 5965 Dawn Way.

Motion carried (8/0). This item goes to the City Council on December 11, 2017.

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

REPORT DATE:	November 13, 2017	CASE NO:	17-35NCUC
APPLICANT:	Dawnway Landfill Facility		
PROPERTY OWNER:	Frattalones Dawnway, LLLP		
REQUEST:	Non-Conforming Use Certificate Time Extension and Host Community Agreement Extension		
LOCATION:	5965 Dawn Way	HEARING DATE:	Planning Commission 11/21/17
COMPREHENSIVE PLAN:	MDR, Medium Density Res, L1, Limited Industry District	ZONING:	R-3C, I-1
REVIEWING DIVISIONS:	Planning Engineering Barr Engineering	PREPARED BY:	Allan Hunting Associate Planner

BACKGROUND

The site in question is known as the Dawnway Landfill (DWL), which is in both Inver Grove Heights and South St. Paul between the airport, north of Dawn Way and west of Concord Boulevard. The site is a demolition debris landfill that has been operated as a landfill since 1986. The site was used as a gravel pit prior to 1986.

In 1986, The City approved a conditional use permit and sand and gravel overlay zoning for the property for a demolition landfill known as the Kamish Landfill.

Since the time of the original approval, the City has passed an overlay ordinance that limits all landfill type activities to the southern portion of the City in and around the Pine Bend Landfill. Since the proposed site is not within the approved overlay district, the site is a legal non-conforming site and a Non-Conforming Use Certificate is required to lay out the parameters by which the proposed landfill can operate.

In 2002, the owner at that time, Bolander and Sons, was issued a Non-Conforming Use Certificate (NCUC) to memorialize the operation. The permit was issued for 15 years to expire on December 31, 2017.

A Host Community Agreement was also created between the cities of Inver Grove Heights, South St. Paul and Bolander. A fee was established to cover costs associated with allowing a demolition landfill in the two cities. All the money owed has been paid to both cities.

In 2007, Frattalone purchased the property from Bolander. The City amended the NCUC to transfer to Frattalone.

Frattalone is requesting to amend the Non-Conforming Use Certificate to allow for a 15-year time extension to complete the project.

The City will also be working on amending the Host Community Agreement to extend payment of costs associated with allowing the demolition landfill.

EVALUATION OF THE REQUEST

The site is surrounded by the following uses:

North – City of South St. Paul

East - Moose Lodge, Single family homes; zoned R-1C, B-1; guided Mixed Use, LDR

West – South St. Paul Airport

South – South St. Paul Airport

A. Non-Conforming Use Certificate

The Dawn Way Landfill was started in 1986 when the City issued a conditional use permit to Jim Kamish for a demolition landfill. In 1991, the City adopted a zoning ordinance amendment that prohibited landfills. This City action made the Dawn Way Landfill a legal nonconforming use, since the use existed prior to the City prohibiting that use.

The zoning ordinance regulates the continued use of nonconforming uses. These regulations are relatively straightforward when applied to a typical use, such as a house or a commercial building. The application of the nonconforming regulations, however, becomes problematic when it is applied to a unique use, such as a landfill. The purpose of the nonconforming use certificate is to clarify and define how the standard nonconforming regulations apply to this landfill. The nonconforming use certificate is intended to resolve uncertainties by clarifying the zoning status of the landfill, defining the rights and responsibilities of the landfill owner, and elaborating on the City's ability to regulate the landfill. The nonconforming use certificate is similar in certain respects to a conditional use permit since it allows a particular use on a specific property but attaches restrictions and conditions to that use.

This nonconforming use certificate is very similar to the nonconforming use certificate that the City approved for BFI's Pine Bend Sanitary Landfill on 117th Street and SKB's construction and demolition landfill on Rich Valley Boulevard. Although the certificate is lengthy, the important sections are Section 2 that lists the permitted and accessory uses allowed at the landfill, Section 3 that limits the size and duration of the landfill, and Section 4 that sets forth operational restrictions, such as hours of operation, dust control, street maintenance, erosion control and storm water management.

Landfill – Airspace Capacity Limitations. The disposal of demolition debris over the entire landfill (IGH and SSP) shall not exceed approximately 3,928,280 cubic yards of airspace for demolition debris as approved by the MPCA. This airspace does not include the final cover system. Sheet S1 provides the phasing plan for the entire landfill and total volumes as of 2016. According to the plan, there is approximately 1,448,308 cubic yards of remaining waste volume. Of this total approximately 2/3 of the available fill volume is located within Inver Grove Heights.

Processing Activities. The demolition debris material requires some processing after it is delivered to the landfill. Processing activities include concrete crushing, screening and washing of the crushed concrete, recycling of other materials and wood waste grinding. The hours of operation are limited to maximum 80 days occurring between November 1 and March 31. Each occasion shall not exceed

more than 40 continuous days in duration. Crushing is limited to the hours between 7:30 a.m. and 4:30 p.m. M-F. No crushing shall occur on Saturday or Sunday. General hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday. Saturday hours are limited to 7:00 a.m. to 4:00 p.m. No operation is allowed on Sunday.

Environmental Review. Barr Engineering has conducted a review of the request with four specific tasks listed below. The entire report is attached.

1. Review waste fill volume calculations as reported in the 2016 annual report to the MPCA.

Barr obtained information from Frattalone's surveyor to determine capacity. Using 3D modeling, Barr calculated remaining volume using a different technique and found that total remaining volume, including final cover, is about 208,470 cubic yards less than identified on the 2016 landfill volume survey. Barr has discussed their methodology with Folz, Freeman, Erickson, Inc. Based on this review, Staff would recommend that Barr's numbers be used as the official remaining volume at end of 2016. All the volume numbers stated are the combined total in both Inver Grove Heights and South St. Paul.

2. Determine if waste filling is occurring within the approved limits of waste placement.

Frattalone's surveyor staked the waste boundary limits and Barr conducted a site inspection and determined that the waste boundary shown on the plans matched the boundary staked and waste placement was occurring within the approved boundaries.

3. Determine if waste fill material types comply with the current NCUC.

The NCUC allows only demolition debris to be disposed of at the landfill. Barr looked at exposed waste during the site inspection and reviewed Dakota County inspection reports from 2008-2016 and no information was found to indicate that improper waste was being disposed of at the landfill.

4. Review the current approved plans to identify any significant concerns or deficiencies.

Barr reviewed the submitted plan set dated 2014 that was approved by the MPCA in 2015 as part of their solid waste permit. Barr did not find any concerns or deficiencies in the plans.

Final Development Plan. The approved plan identifies future land use of light industrial on the west and south sides in Inver Grove Heights and permanent open space over the entire area that would be the capped landfill. A deed restriction would be recorded for this portion of the site specifying the type of development allowed. Uses would be limited to parking lots, small light structures on slabs, or open fields such as a golf course, recreational park or other suitable end uses. Specific lot sizes or concepts have not been submitted.

It should be noted that the Final Development Plan is a concept plan only. No development rights are granted via this plan. Development issues such as access, lot configuration and relationships to adjacent properties have not been reviewed at this time. These issues would be addressed at the time of closure of the landfill and when a development application is submitted.

NCUC Time Frame Extension. The applicant is requesting a 15-year extension to expire December 31, 2032. They have provided a table with the amount of material brought in over the last nine years to determine the lifespan of the landfill. Their numbers indicate a lifespan of 14.3 years.

Using Barr's calculations for remaining volume, 1,237,935 cubic yards (without cover), the lifespan of the landfill would be 11.5 years. The main question for the City Council to determine is how many more years should the landfill be allowed to operate. The calculations above would indicate an extension should be for no more than 12 years.

- B. Host Community Agreement. A Host Community Agreement would be required as part of the application. The City Attorney and City Administrator are working on the details of the document. Since the document deals with financial matters, the document itself will be reviewed only by the City Council.

ALTERNATIVES

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

- A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:
- o Approval of 15-year extension of the Non-Conforming Use Certificate subject to the following conditions:
 - 1. The site shall continue to operate under the terms and conditions of the existing Non-Conforming Use Certificate approved September 23, 2002 and current plan set dated June 2014 (12 sheets) as amended from time to time.
 - 2. The remaining waste volume for the landfill at the end of 2016 should be 1,237,935 cubic yards (without final cover) and 1,335,865 cubic yards with final cover. These calculations shall be used to calculate year end totals for the extension term approved by City Council.
 - 3. City negotiating a new Host Community Agreement.
- B. Denial: Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The primary question to determine is the length of the extension allowed. Based on the remaining volume determined by Barr Engineering and the average amount of material deposited over the last 9 years, an extension of 12 years would be needed.

The details of the Host Community Agreement will be presented to City Council for their action

Attachments: Site Location

Applicant Narrative
Current Non-Conforming Use Certificate
Report from Barr Engineering dated November 14, 2017
Plan Set (12 sheets)
MPCA 2015 Solid Waste Facility Permit
Dakota County Solid Waste Inspection Reports 2008-2016
Calculations of useful lifespan of landfill prepared by Frattalone
Information submitted by Mr. McBride

Frattalone's Dawnway, LLLP
5965 Dawn Way East
Inver Grove Heights, MN
(651) 554-0752

July 20, 2017

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

**RE: *Application of renewal of current Conditional Use Permit at the Dawnway Landfill
5965 Dawn Way***

To Whom It May Concern:

The current Conditional Use Permit (via Host Fee Agreement) on the above referenced site is set to expire on December 31, 2017. This permit was initially granted to Carl Bolander and Sons and then amended to the current owner, Frattalone's Dawnway, LLLP, when we purchased the facility in December of 2007.

At this time, Frattalone's Dawnway, LLLP would like to request a fifteen (15) year extension to this permit so that the renewed permit would expire on December 31, 2027. Based on our current capacity and the annual average production at the facility, the landfill should be fully utilized at that time.

Please review the enclosed information and feel free to contact me if you should have any questions or concerns.

Sincerely,



Tony Frattalone
Partner
651-283-6608
tonyf@frattaloneco.com

02-156

**RESOLUTION NO. ____ GRANTING A
NON-CONFORMING USE CERTIFICATE FOR A
DEMOLITION DEBRIS LANDFILL**

ISSUED BY

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

ON

September 23, 2002

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EXHIBIT A LANDFILL BOUNDARIES

EXHIBIT B SITE PLAN; ITEMIZED LIST OF DEVELOPMENT, GRADING,
DRAINAGE, EROSION CONTROL, OPERATION, RESTORATION,
RE-VEGETATION AND CLOSURE PLANS

~~ADDENDUM 1 EFFECTIVE DATE~~

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

RESOLUTION NO. _____

**A RESOLUTION GRANTING A NON-CONFORMING USE
CERTIFICATE FOR A DEMOLITION DEBRIS LANDFILL**

A. WHEREAS, Carl Bolander & Sons Co. currently owns the Landfill and Carl Bolander & Sons Co. currently operates the Landfill. The owner and operator of the Landfill are hereafter referred to as the User;

B. WHEREAS, under the Inver Grove Heights (IGH) Zoning Code, the Landfill is zoned I-1 (Limited Industrial), I-2 (General Industrial), and R-3B (Multi-family Residential).

C. WHEREAS, the User or its predecessors in interest had received a conditional use permit for a demolition debris landfill and accessory uses at the Landfill from the IGH City Council on March 24, 1986, by Resolution No. 3631 and a Land Alteration Permit C-60-00, renewed until July 10, 2006;

D. WHEREAS, on April 22, 1991, the IGH City Council adopted Ordinance No. 721, which amended the IGH Zoning Code, Sec. 515.43, "I-2" General Industry District, and prohibited the following use: Disposal of construction debris or demolition debris except by conditional use permit for a specific type of facility.

E. WHEREAS, the changes made by Ordinance No. 721 caused the Landfill and accessory uses to become non-conforming uses;

F. WHEREAS, Inver Grove Heights Zoning Code, Sec. 515.05, as amended by Ordinance No. 850, permits the owners and operators of a prohibited use lawfully existing upon the effective date of Ordinance No. 721 to obtain a Non-Conforming Use Certificate from the City Council, subject to terms imposed by the City Council;

G. WHEREAS, the City and Carl Bolander & Sons Co. entered into a Host Community Agreement on September 23, 2002, which agreement addresses the ongoing relationship between the City and the User;

H. WHEREAS, User is required to make application for a Non-Conforming Use Certificate for the Landfill;

I. WHEREAS, User has applied for a Non-Conforming Use Certificate for the Landfill;

J. WHEREAS, User has presented evidence in the form of an affidavit that the Landfill existed in the IGH "I-2" General Industry District and, received for final disposal the materials listed in Section 2.2.1, all prior to the passage of Ordinance No. 721;

K. WHEREAS, the IGH and User desire to clarify the rights and responsibilities of User and IGH under the IGH Zoning Code and other applicable Federal, State, regional, County, and local laws and regulations;

L. WHEREAS, IGH desires to adopt resolutions clarifying the rights of the parties and setting forth the administration of the non-conforming use certificate (NCUC) issued to User.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS HEREBY GRANTS A NON-CONFORMING USE CERTIFICATE FOR THE LANDFILL, ALL SUBJECT TO THE TERMS, CONDITIONS, AND QUALIFICATIONS HEREINAFTER STATED.

1. **DEFINITIONS.**

- 1.1 **Accessory Use** - means a use incidental and subordinate to the principal use.
- 1.2 **Asbestos** - has the meaning set forth in Minn. Stat. § 326.71, subd. 2, as amended from time to time.
- 1.3 **Building** - means any structure used or intended for supporting or sheltering any use or occupancy.
- 1.4 **Certificate** - means this Non-Conforming Use Certificate.
- 1.5 **City** - means the City of Inver Grove Heights, Minnesota.
- 1.6 **City Council** - means the City Council of the City
- 1.7 **Clean Fill** - has the meaning contained in Dakota County Ordinance No. 110, Section 2.12.
- 1.8 **Construction Debris** - has the meaning contained in Minn. Stat. § 115A.03, subd. 7, as amended from time to time, excluding Demolition Debris as defined herein.
- 1.9 **Crushable Materials** - means concrete, brick, block, asphalt and glass resulting from Demolition Debris which may be processed to make aggregate.
- 1.10 **Crushed Materials** - means concrete, brick, block, asphalt and glass resulting from Demolition Debris which have been processed to make aggregate.
- 1.11 **County** - means Dakota County, Minnesota.
- 1.12 **Cover Material** - means material approved by the MPCA that is used to cover compacted solid waste in a land disposal site.
- 1.13 **Demolition Debris** - means solid waste resulting from the demolition of Buildings, roads, and other man-made structures, including concrete, brick, bituminous concrete, untreated wood, masonry, glass, Tree Waste, rock, and plastic building parts, and includes unregulated asbestos incidental to the demolition of a Building or a Structure. Demolition Debris will also include the above described materials resulting from construction projects if and when Minnesota rules and/or statutes are amended or modified to include such materials in the statutory or regulatory definition of demolition debris.
- 1.14 **Disposal or Dispose** - has the meaning contained in Minn. Stat. § 115A.03, subd. 9, as amended from time to time.
- 1.15 **DRC** - means the Dispute Resolution Committee established in Section 8 hereof.

- 1.16 **Host Community Agreement** - means agreement by and among the City, the City of South St. Paul, and User governing the rights and responsibilities of the parties vis-à-vis the Landfill.
- 1.17 **IGH Zoning Code** - means the Inver Grove Heights City Code, Chapter V., Planning and Land Use Regulation, as amended from time to time.
- 1.18 **Majority Vote of Council** - means the majority of all of the members of the entire City Council, whether present or not.
- 1.19 **MPCA** - means the Minnesota Pollution Control Agency.
- 1.20 **Landfill** - means the property legally described on Exhibit A attached hereto, the improvements on the property, and the operations of the Landfill.
- 1.21 **Reclamation Materials or Reclaimed Materials** - means materials, such as wood, steel, boulders, architectural artifacts, soils and Tree Waste from Demolition Debris that are separated from Demolition Debris at the Landfill by the User for reclamation for future sale, processing, use or reuse of such materials.
- 1.22 **Site Plan** - has the meaning set forth in section 5 herein.
- 1.23 **Structure** - means anything built, constructed, or erected on or in the ground or attached to the ground, including, but not limited to, buildings, driveways, fences, garages, parking and loading areas, ponds, roads, sheds, signs, storm water management facilities, and wells.
- 1.24 **Tree Waste** - means shrub and tree waste and prunings which are incidental to the demolition of a Building or Structure and originate from the same site or property as the demolished Building or Structure.
- 1.25 **User** - means, jointly and severally, the owner of the Landfill and the operator of the Landfill. The current owner and operator is Carl Bolander & Sons Co.
- 1.26 **Working Face** - means that portion of the Landfill where waste is discharged and is spread and compacted prior to placement of Cover Material.

2. USES.

2.1 Purpose. In this section, the parties define the principal uses which have occurred historically at the Landfill, and, therefore, may continue as legal non-conforming uses. The parties also identify the accessory uses existing today at the Landfill which may continue. The parties endeavor to anticipate and define accessory uses which may lawfully occur in the future. The parties also set out uses which will be prohibited at the Landfill. Finally, the parties delineate how future changes in the IGH Zoning Code or in Federal, State, regional, County, or other applicable laws and regulations will affect this Certificate.

2.2 Legal Non-Conforming Principal Uses. User engaged in the following principal uses at the Landfill prior to the adoption of IGH Ordinance No. 721 and has the right to continue only these principal uses, subject to the terms of this Certificate.

2.2.1 Demolition Debris Landfill. User may operate the Landfill for final disposal of only Demolition Debris. This principal use includes but is not limited to: Design, construction, maintenance and repair of the Landfill; receipt, measuring, and screening of waste streams; waste placement and compaction; storage and placement of required Cover Material, storage of contractors' equipment, supplies and materials.

2.3 Legal Non-Conforming Accessory Uses. User has the right to continue or undertake at the Landfill only the following uses, provided they are accessory to the uses set forth in Section 2.2, subject to the terms of this Certificate. No Accessory Use identified in this section as requiring a site plan shall be located at the Landfill unless the City has approved the Site Plan for that Accessory Use as provided in Section 5.

2.3.1 Accessory uses, acknowledged by the City. The following specific uses are acknowledged by the City to be acceptable, incidental and subordinate uses to those set forth in Section 2.2 and User may undertake these uses:

- (1) Administration.
- (2) Billing of customers.
- (3) Closure and post-closure activities.
- (4) Control of dust, litter, noise, and odor.
- (5) Design, construction, maintenance, and repair of accessory structures.
- (6) Emergency prevention and preparedness activities.

- (7) Grading for construction, operation, and maintenance of the Landfill.
- (8) Marketing.
- (9) Operation, maintenance, repair, and storage of equipment and supplies.
- (10) Personnel training and certification.
- (11) Recordkeeping and reporting.
- (12) Safety and security activities.
- (13) Other administrative tasks incidental and subordinate to the uses set forth in Section 2.2.
- (14) In addition to the uses listed in (1) through (13), the accessory uses identified and conditioned in §§ 2.3.2 through 2.3.14.

2.3.2 Accessory Uses, approved by the City. User may undertake any Accessory Use approved by the City from time to time.

2.3.3 Accessory Uses, required by law. User may undertake any Accessory Uses required by Federal, State, regional, or County laws or regulations, or the laws and regulations of any local government having jurisdiction.

2.3.4 Buildings, pursuant to site plan. User may construct and use Buildings for the operation of the Landfill, but limited to equipment storage buildings, office buildings, maintenance buildings, scales, scale houses, and other Buildings to house Accessory Uses permitted by this Section 2.3, all pursuant to the Site Plan.

2.3.5 Buildings, portable. User may use portable buildings for supervision of the Landfill Working Face(s). Such portable Buildings need not be shown on the Site Plan.

2.3.6 Environmental remediation. User may construct and operate facilities for the remediation of environmental effects including, but not limited to, air and water monitoring stations and wells, groundwater remediation facilities, and air emission controls.

2.3.7 Excavation. User may excavate for construction, operations, and maintenance of the Landfill, provided that excavation of soils from land located in the City for sale off-site shall not exceed the volumes of excavated soil created by construction of the remaining airspace at the Landfill located in the City and the City of South St. Paul available for disposal.

2.3.8 Open storage, off-site soils. User may transport Clean Fill onto the Landfill for use only as liner material, fill, and cover; and place such Clean Fill for long-term open storage at locations approved by the City's Community Development Director, subject to the City's fire code requirements. Reclaimed soils may be stored on and sold from the Landfill as provided herein.

2.3.9 Open storage, equipment. User may undertake long-term open storage of equipment at locations approved by the City's Community Development Director or as shown on the Site Plan.

2.3.10 Open storage, short term. User may undertake short term storage of Reclamation Materials, Cover Material, equipment, and materials, other than waste, at various locations, as required by the day to day operations of the Landfill, subject only to City fire code requirements.

2.3.11 Storm water management. User may construct and use storm water management facilities including, but not limited to, channels, culverts, drainways, ponds, ponding areas, swales, and structures, all pursuant to the Site Plan.

2.3.12 Sale of Reclaimed Materials. User may reclaim and sell Reclaimed Materials from the Landfill.

2.3.13 Open storage, Reclamation Materials and Tree Waste. User may separate Reclamation Materials from the Demolition Debris. User may temporarily openly store and sell the Reclamation Materials in temporary storage areas provided the areas in the aggregate do not exceed ten (10) acres in size and provided the location of the areas as they may be relocated from time to time are approved by the City's Director of Community Development. User may sell such Reclamation Materials from the area where such materials are stored. In approving the location of the temporary storage areas, the City's Community Development Director may impose reasonable conditions relating to dust control, fire codes, erosion control, size, height, location, setback and configuration of the storage piles. In imposing such conditions, the Director shall consider the criteria and review standards stated in Section 5.7 of this Certificate. Reclaimed Tree Waste shall be used only for mulch at the Landfill, or for sale for use off-site of the Landfill. Tree Waste stockpile(s) will not exceed 7500 cubic yards in the aggregate.

2.3.14 Crushing of concrete. User may undertake crushing of Crushable Materials that have been separated from Demolition Debris at the Landfill by the User provided all the following conditions are met:

- (a) The stockpiles of Crushable Materials and the stockpiles of Crushed Materials shall not in the aggregate exceed a total of 100,000 cubic yards.
- (b) The stockpiles referred to in Section 2.3.14(a) shall be located in the Reclamation Material storage areas referenced in Section 2.3.13.

- (c) Unless the User first obtains the written approval for temporary storage from the City's Community Development Director, the height of the stockpiles shall not exceed the maximum elevation of the Landfill as prescribed by Section 3.4. Upon achieving final grade, the stockpile height shall not exceed 30 feet.
- (d) The location of the concrete crusher shall be limited to the southern portion of Phase IV of the phasing plan. Any other location of the crushing shall be subject to approval of the City's Director of Community Development. In approving the location of the crushing, the City's Community Development Director may impose reasonable conditions relating to dust control, fire codes, erosion control, noise, size, height, location, setback and configuration of the storage piles. In imposing such conditions, the Director shall consider the criteria and review standards stated in Section 5.7 of this Certificate.
- (e) Crushing may only occur for up to 80 days between November 1 and March 31; each occasion shall not exceed more than forty (40) continuous days in duration, excluding Saturdays and Sundays. No crushing shall occur on Saturday and Sunday; crushing shall only occur between the hours of 7:30 a.m. to 4:30 p.m. on the specified days, and at other hours allowed by the City Administrator.

2.4 Relationship of This Certificate to the IGH Zoning Code and Subsequent Amendments Thereto.

2.4.1 Currently allowed uses can be established. This Certificate does not preclude User from establishing at the Landfill now or in the future any use which is or may be in the future denominated as permitted, conditional, or accessory under the IGH Zoning Code for the zoning district applicable to the Landfill, provided that User must comply with the IGH Zoning Code and other applicable laws and regulations in establishing such a use. This Certificate does not allow User to establish any use at the Landfill not allowed under the IGH Zoning Code as amended from time to time except as specifically set forth in this Certificate.

2.4.2 No excavation permits required. User will not be required to obtain an excavation permit for any excavation allowed by Section 2.3.7. Excavations not allowed by 2.3.7 may require an excavation permit.

2.4.3 No obligation for City to grant new conditional use permits. This Certificate does not impose on the City any obligation to grant new conditional use permits for the Landfill.

2.4.4 Previous conditional use permits superseded. This Certificate supersedes the Conditional Use Permit dated March 24, 1986, granted by Resolution No. 3631,

and the Land Alteration Permit C-60-00.

2.5 Effect of Federal, State, Regional, and County Regulatory Changes on Uses.

2.5.1 Further separation of waste streams. If Federal, State, regional, or County regulatory changes mandate further separation of a Demolition Debris type identified in Section 2.2, the separated Demolition Debris types can continue to be disposed at the Landfill without further City review or approval, provided the terms of this Certificate and all regulations for accepting each separated Demolition Debris type are met. The User shall inform the City of any regulatory changes that mandate further separation of a Demolition Debris type identified in Section 2.2.

2.5.2 Prohibited solid wastes. No solid waste shall be disposed at the Landfill unless allowed under Section 2.2. No waste may be disposed at the Landfill if it is prohibited by Federal, State, regional, or County regulation. Without limiting the foregoing prohibitions, the following wastes are expressly prohibited at the Landfill:

- (a) Final disposal, disposal, treatment, or processing of hazardous waste.
- (b) Final disposal, disposal, treatment, or processing of infectious waste.
- (c) Final disposal, disposal, treatment, or processing of industrial waste.
- (d) Final disposal, disposal, treatment, or processing of mixed municipal solid waste.
- (e) Final disposal, disposal, treatment or processing of ash, including, but not limited to, municipal solid waste combustor ash.
- (f) Final disposal, disposal, treatment, or processing of sludges.
- (g) Final disposal, disposal, treatment, or processing of foundry sands.
- (h) Incineration of any solid waste, mixed municipal solid waste, hazardous waste, industrial waste, infectious waste, contaminated soils, or refuse derived fuel materials.
- (i) Final disposal of tires.
- (j) Municipal solid waste combustor.
- (k) Waste combustor.
- (l) Final disposal, disposal, treatment or processing of Construction Debris.

- (m) Final Disposal, disposal, treatment or processing of regulated asbestos.

3. LIMITATIONS ON EXPANSION AND DURATION.

3.1 Purpose. In this section the parties limit the size of the legal non-conforming uses at the Landfill. The limits used for the Landfill are airspace, geographic boundaries, maximum elevation and duration.

3.2 Landfill - Airspace Capacity Limitation. The disposal of Demolition Debris at the Landfill shall not exceed approximately 3,928,280 cubic yards of airspace for Demolition Debris, as approved by the MPCA. This airspace does not include the final cover system. The parties agree that the remaining airspace capacity at the Landfill remaining after December 1, 2001, was approximately 2,932,463 cubic yards. The remaining airspace capacity will be recalculated each year as required by the MPCA.

3.3 Landfill - Boundary Limitation. User shall not expand the Landfill beyond the described boundaries shown on Exhibit A.

3.4 Landfill - Maximum Elevation Limitation. No part of the final Landfill contour shall exceed an elevation of 236 feet South St. Paul Datum (831 feet above mean sea level, National Geodetic Vertical Datum of 1929). That elevation includes the final cover system.

3.5 Landfill - Duration. The Landfill may only accept Demolition Debris through December 31, 2017, unless the parties agree to an extension or modification hereof.

3.6 Accessory Uses - Duration. Once the Landfill is no longer able to accept Demolition Debris, the Accessory Uses identified in § 2.3.4, 2.3.5, 2.3.7, 2.3.9, 2.3.10, 2.3.12, 2.3.13 and 2.3.14, shall also cease.

3.7 Landfill - Closure. Once the Landfill is no longer able to accept Demolition Debris, the Landfill shall be closed within 24 months pursuant to the closure plan approved by the MPCA, Dakota County and the City. In all events, the Landfill must be closed no later than 24 months after the Landfill is no longer able to accept Demolition Debris.

4. OPERATIONAL AUTHORITY AND LIMITATIONS.

4.1 Purpose. In this section the parties set certain operational limitations on the Landfill and agree on when User must submit changes in manner of operation to the City for approval. Pursuant to Minnesota Statutes Section 473.811, subd. 4a, which requires that local government conditions respecting construction, operation, inspection, monitoring, and maintenance of disposal facilities be submitted to the Minnesota Office of Environmental Assistance for approval, the parties will submit this Certificate to the Office for approval.

4.2 General Authority To Operate. Subject to the restrictions in Sections 2 and 3, User, in continuing the use of the Landfill, shall have the right to alter its manner of operation without City review or approval, except as specifically provided in this Section 4.

4.3 Correspondence, Documents, and Reports.

4.3.1 City's right to copies. A copy of all correspondence, documents, and reports submitted to the MPCA, the Metropolitan Council, the Minnesota Office of Environmental Assistance, and the County related to the operations of the Landfill shall be provided to the City.

4.3.2 City's right to deviation/exception reports. Upon request by the City, User will provide reports which highlight any deviations from or exceptions to laws, licenses, permits, and regulations applicable to the Landfill.

4.3.3 City's right to summaries. Upon request by the City, User shall provide summaries of the reports and data referenced in Sections 4.3.1 and 4.3.2 in a format easily understood by the public.

4.3.4 City's right to request further information. The City reserves the right to require that User provide reasonable additional information about the operation of the Landfill directly related to the City's regulation of the facilities under this Certificate, except the City does not have the right to require the User's financial reports such as balance sheets, income statements and profit-loss statements.

4.3.5 Trade secret information. All of the City's rights to information in this Section 4.3 and in this Certificate shall be subject to the User's right to protect trade secret information as defined in Minnesota Statutes Section 13.37, subd. 1(b). Whenever, pursuant to any right to information, the City requests or is entitled to receive information deemed by User to be trade secret information, User shall so inform the City and make the information available for inspection by the City at User's office. The City shall not make copies of, make notes about, nor divulge such trade secret information.

4.4 Fire Protection Agreement. User shall comply with Host Community Agreement, provisions relating to Fire Protection. Payment of the Host fees under the Host Community Agreement shall be considered payment in full of firefighting costs incurred by City through December 31, 2017.

4.5 Nuisance Ordinance. User shall operate the Landfill in a manner which complies with Inver Grove Heights City Code Section 2005.13 Nuisances and with the Public Nuisance provisions of Dakota County Ordinance No. 110, Solid Waste Regulation.

4.6 Off-Site Litter Control. User shall control litter from the operation of and from deliveries to the Landfill, including maintaining berms around the north and east perimeter of the Landfill, and picking up litter from Demolition Debris along: (1) Dawn Way, from Airport Road to Concord; (2) Henry Avenue from Poplar Street south to Airport Road; and (3) Poplar Street east from Henry Avenue to Concord.

4.7 Post-closure Inspection. Any modification of the post-closure care plan that would result in planned post-closure general facility inspections at a frequency of fewer than two times per year (spring and fall) for the duration of the State or County imposed post-closure requirement shall be subject to prior City Council approval by majority vote of the Council.

4.8 Site Plan Review. Any change requiring Site Plan review under the terms of this Certificate shall be subject to Section 5.

4.9 Storm Water Management and Erosion - Local Plans and Regulations. In designing and constructing its storm water management facilities and erosion controls to meet Federal, State, regional, and County requirements, User shall also comply with the local watershed management organizations' and the City's comprehensive water management plans, storm water management and erosion control ordinances and regulations, and Federal, State, Regional, county, and local wetland laws and regulations.

4.10 Storm Water Management and Final Cover Systems. Any modification of the Landfill storm water management and final cover systems such that the design, specifications, or constructed systems do not meet or exceed all of the MPCA rule standards shall be subject to prior City Council approval by majority vote of the Council.

4.11 Truck Restrictions. User will require trucks to use Dawn Way only from the Landfill entrance to Concord. User shall post an advisory to all drivers to the same effect at each exit from the Landfill.

4.12 Operating Conditions. The Landfill shall be operated in the following manner:

(1) Hours Of Operation. The hours of operation for the Landfill will be 7:00 a.m. to 6:00 p.m. on Monday through Friday. On Saturday, the hours of operation for the Landfill shall be 7:00 a.m. to 4:00 p.m. The Landfill shall not operate on Sunday. In the event of an emergency or required after hours use, the City

Administrator may extend the operational hours or days of the Landfill for a limited period to handle the event.

- (2) Incorporation Of MPCA And County Conditions. Placement of any of the wastes listed in Section 2.2.1 on the Landfill shall not continue until required disposal permits and/or licenses are amended, continued, or obtained from the MPCA and County. The MPCA and County conditions and requirements are hereby incorporated as part of this Certificate as if they were specifically stated herein. If the City conditions conflict with the MPCA or County conditions, then that condition which is more restrictive or demanding shall prevail. A violation of either MPCA or County conditions and requirements shall be deemed a violation of this Certificate and shall be considered grounds for remedial action.
- (3) Wind Blown Materials. The User shall daily pick-up and secure all materials from operations subject to movement or blowing by the wind, or which may cause a nuisance.
- (4) Dust Control. All on-site haul roads shall be maintained dust-free during operations by watering, paving or chloride treatment. The entry road shall be paved from Dawn Way to the access gate.
- (5) Street Maintenance. The User shall be responsible for removal of any mud, dirt or debris deposited on any public streets as a result of filling operations. The City, should the User not comply with this provision, may provide necessary cleaning services with appropriate notice to the User. The cost of such services will be billed to the User and User shall pay for such cost.
- (6) Compliance With Plans. All site development, grading, drainage, erosion control, operation, restoration, re-vegetation and closure of the Landfill shall be in substantial conformance with the approved plans and narratives itemized on Exhibit B.
- (7) Necessary Equipment Only. Only equipment necessary to operate the site as a Landfill, engage in reclamation activities, or to perform grading or closure shall be permitted to be stored on site.
- (8) Fire Protection Measures. User shall comply with Section 5 - Fire Protection, of the Host Community Agreement.
- (9) Suspension For Emergencies. Where violations of the conditions of this Certificate are noted, and the violations are of the type stated in Section 7.4.3, the

City is authorized to immediately suspend all operations at the site and resumption of operation will not be permitted until such violation is rectified.

(10) Access For Inspections. The City Code Enforcement Officer or other designees shall be granted right-of-access to the Landfill at all reasonable times to determine compliance with the conditions of this Certificate.

(11) Monitoring Wells. User will install four (4) monitoring wells as agreed upon and required by the MPCA or Dakota County or the City and, as shown on figure 4 of the plan set, by December 31, 2003. The general locations of the monitoring wells are as follows: one in the northwest corner of the site; one near the center of the north boundary of the site; and two in the southeast corner of the site.

(12) Maintenance of Storm Water Ponds. The User shall be responsible for maintenance of the storm water ponds. The ponds shall be maintained so that water infiltration rates and storage capacity are not substantially lessened from the maximum design criteria.

(13) Erosion Control. Heavy Duty Erosion Control fence shall be installed at all perimeter locations where surface water run-off can leave the Property. Any required erosion and sedimentation control measures shall be properly maintained. Sediment carried into the street via driveway run-off, vehicle tracking or vehicle spillage shall be removed daily. If erosion material reaches the storm sewer system, the system shall be cleaned to the satisfaction of the City Engineer.

(14) Financial Assurance The financial assurance to the County includes, among other components required by the County, a factor for dredging sediment from the infiltration basin as a post-closure item.

(15) Groundwater Receptors. User will investigate whether there are any groundwater receptors (i.e. municipal, commercial, or private water supply wells) down gradient from the Landfill and if these receptors are connected to the water table aquifer beneath the Landfill.

5. SITE PLAN.

5.1 **Purpose.** In this section the parties agree that a Site Plan will be used to control the location of various features of the Landfill, and the City approves a site plan for the Landfill which becomes part of the Certificate. The parties also describe what items must be shown on the Site Plan and establish a process for amending the site plan including review standards. Pursuant to Minnesota Statutes Section 473.811, subd. 4a, which requires that local government conditions respecting construction, operation, inspection, monitoring, and maintenance of disposal facilities be submitted to the Minnesota Office of Environmental Assistance for approval, the parties will submit this Certificate to the Office for approval.

5.2 **Site Plan Requirement.** The following may not be located at the Landfill except in

accord with a City approved site plan which depicts their location:

- 5.2.1 Buildings as described in Section 2.3.4.
- 5.2.2 Permanent driveways and private access roads.
- 5.2.3 Public easements.
- 5.2.4 Firebreaks and lanes.
- 5.2.5 Landscaping and berms.
- 5.2.6 Parking and loading areas.
- 5.2.7 Permanent fences.
- 5.2.8 Property boundaries.
- 5.2.9 Public rights-of-way.
- 5.2.10 Setbacks.
- 5.2.11 Signage.
- 5.2.12 Storm water management facilities and the grades thereof.
- 5.2.13 Utilities.
- 5.2.14 Entrance Road.

5.3 Approval and Incorporation of Site Plan. The Site Plan for the Landfill, itemized on Exhibit B, is hereby approved by the City Council. This Site Plan is and subsequent amendments shall be incorporated herein and become part of this Certificate. To the extent this Site Plan or any subsequent amendment depicts the location of uses or Structures which require other City permits, such uses or structures are not authorized by approval of this Site Plan, and the necessary permits must be obtained before the uses may be established or the Structures constructed.

5.4 Amendments and Conditions.

5.4.1 Amendments. The Site Plan may be amended from time to time, upon application by the User and approval by the City as provided in Section 5.6.

5.4.2 Conditions. The City may attach reasonable site plan conditions to a Site Plan amendment, including but not limited to, driveway or private road access, dust, blowing debris, erosion controls, landscaping, parking, security, and storm water

management facilities.

5.4.3 Construction Bond. As a condition for approving a Site Plan amendment, the City may require User to provide a payment and performance bond naming the City as a co-obligee for any of the following Site Plan improvements proposed for construction by User in the amendment, unless User has already provided a payment and performance bond to any other governmental body for the same improvement:

- (1) City streets and utilities.
- (2) Driveways and private access roads.
- (3) Firebreaks and lanes.
- (4) Landscaping and berms.
- (5) Parking and loading areas.
- (6) Permanent fences.
- (7) Storm water management facilities.

5.5 Amendment Application. An application for a Site Plan amendment shall include the following:

5.5.1 City application form.

5.5.2 Application fee equivalent to the amount of a conditional use permit amendment application. The reasonable cost of the preparation of any study, as required by the City Council to provide more factual or detailed information on which to base its actions, shall be borne by User. Failure by User to finance or provide for studies may be sufficient reason to deny the site plan amendment.

5.5.3 Six copies of an amended Site Plan, prepared by a registered surveyor or architect, which shows the items enumerated in Section 5.2.

5.5.4 Six copies of an erosion control plan relating to the amended portions of the Site Plan; provided that if the amendment does not present the potential for erosion, no erosion control plan shall be required.

5.5.5 Six copies of a grading and drainage plan with existing and proposed topography on two foot intervals relating to the amended portion of the Site Plan.

5.5.6 Six copies of a landscape plan (if required) indicating tree and shrub species, type, height, and location.

5.5.7 Description of materials which are proposed for the exterior of Buildings relating to the amended portion of the Site Plan.

5.6 Amendment Review Process.

5.6.1 Initial Action. The Site Plan amendment shall be approved or denied by the Community Development Director or by the Director's designee within 30 days of receipt, provided, however, that the following four items shall require a public hearing before and a recommendation by the Planning Commission and action of the City Council by majority vote of the Council:

- (1) construction of permanent Buildings or additions to permanent Buildings;
- (2) modification of access to the Landfill;
- (3) any material change in landscaping; and
- (4) the construction of storm water management facilities.

The Director, Director's designee, or User may submit any Site Plan amendment application to the Planning Commission and City Council for disposition at any time.

5.6.2 Appeal. Within 30 days of the Director's approval or denial, User may appeal to the Planning Commission and City Council, which shall act on the appeal by majority vote of the Council.

5.7 Amendment Review Standards. The City, in acting on a Site Plan amendment application, shall consider the following factors:

5.7.1 The consistency of the Site Plan amendment with the goals, policies, and plans of the Inver Grove Heights Comprehensive Guide Plan.

5.7.2 The consistency of the Site Plan amendment with the City Code, especially the IGH Zoning Code, and the intent of the specific zoning districts in which the Landfill is located.

5.7.3 The consistency of the Site Plan amendment with this Certificate.

5.7.4 The consistency of the Site Plan amendment with the rules of the MPCA.

5.7.5 The potential for the Site Plan amendment to materially injure existing or planned properties or improvements in the area.

5.7.6 The impact of the Site Plan amendment on existing and planned City

facilities or services, including parks, police and fire, streets and utilities, and the reasonable ability of the City to provide such services in an orderly, timely manner.

5.7.7 The compatibility of the Site Plan amendment with existing and future uses of surrounding properties.

5.7.8 The potential for the Site Plan amendment to have an undue adverse impact on the public health, safety, or welfare.

5.7.9 The impact of the Site Plan amendment on the environment including, but not limited to, air quality, groundwater, noise, surface water, and objectionable odors.

5.7.10 The potential for the Site Plan amendment to create nuisances.

6. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

6.1 Purpose. In this section the parties list the various laws, regulations, decisions, orders, and requirements which User must follow and the permits and licenses which it must have to operate the Landfill. The parties also recognize that Federal, State, regional, and County laws and regulations with respect to the operation of landfills may supersede this Certificate and provide for notice to the City if this occurs.

6.2 City Decisions, Orders, and Requirements. User shall comply with lawful decisions, determinations, orders, and requirements made by a City administrative officer in the enforcement of this Certificate or the IGH Zoning Code, subject to the right of User to appeal such decisions to the City Council, which shall act on the appeal by majority vote of the Council.

6.3 County Permits and Licenses. User must obtain from the County, keep in force, and comply with all required County permits and licenses for the operation of the Landfill.

6.4 Federal, State, Regional, County, and Local Laws and Regulations. User must maintain and operate the Landfill in compliance with all Federal, State, regional, County, and local laws and regulations.

6.5 State Permits. User must obtain from the appropriate State agencies, keep in force, and comply with all required State permits for the operation of the Landfill.

6.6 Federal, State, Regional, and County Laws and Regulations Regarding Waste Streams and the Manner of Operation May Supersede This Certificate.

- (1) User may accept wastes permitted by Section 2.2 and continue the uses enumerated in Sections 2.2 and 2.3. It may also accept such wastes as are mandated by Federal, State, regional, or County authorities or operate in a manner mandated by Federal, State, regional, or County authorities, where such authorities are acting lawfully and within their legitimate authority, and

have, by the doctrine of pre-emption or the doctrine of conflict of laws, superseded this Certificate.

- (2) User shall give notice to the City if it accepts wastes not permitted in Sections 2.2 and 2.3 or operates contrary to provisions of this Certificate because of Federal, State, regional, or County mandates.
- (3) The City reserves its right to challenge Federal, State, regional, and County acts that it regards as beyond those governments' authority.
- (4) If User can operate in a manner that complies with both Federal, State, regional, and County law, licenses, permits, or regulations and this Certificate, User shall do so.

7. ENFORCEMENT AND REMEDIES.

7.1 Purpose. In this section the parties agree on the enforcement mechanisms which the City may use to assure compliance with the Certificate. This includes administrative orders and fines, criminal citations and penalties, court actions, and suspension or termination of this Certificate.

7.2 Compliance By User. User shall maintain and operate the Landfill in compliance with this Certificate, including the requirements of Section 6.

7.3 City's Power to Enforce.

7.3.1 Enforcement Alternatives. The City has the power to enforce the terms and conditions of this Certificate through one or more of the following:

- (1) Decisions, determinations, orders, and requirements made by a City administrative officer in the enforcement of this Certificate or the IGH Zoning Code.
- (2) Administrative fines levied by a City administrative officer.
- (3) Misdemeanor citations issued pursuant to the Inver Grove Heights City Code, Sec. 115.
- (4) Suspension of this Certificate for a fixed time period as set forth in Section 7.4.
- (5) Termination of this Certificate as set forth in Section 7.5.
- (6) Prohibitory or mandatory restraining orders or injunctions.
- (7) Declaratory judgment actions.

- (8) Any other legal means of enforcement available to the City.

7.3.2 Remedies Cumulative. No remedy or enforcement action 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 this Certificate or now or hereafter existing at law or in equity or by statute.

7.3.3 City to Determinate Compliance Times. The City shall determine the appropriate time periods for compliance with its decisions, determinations, orders, and requirements except as provided for in Section 7.4 and Section 7.5.

7.3.4 City Delay In Enforcement Not a Waiver. No delay or omission to exercise any right or power accruing upon any violation 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. This section shall not constitute a stay or waiver by User of any applicable statute of limitations.

7.4 Suspension of the Certificate.

7.4.1 Suspension For a Specific Violation. The City may suspend this Certificate, provided it adheres to the following process:

- (1) The City must determine that User is in violation of the terms and conditions of this Certificate.
- (2) The City shall give notice to User of the violation and the City's intent to suspend this Certificate.
- (3) After receipt of the violation/suspension notice, User shall have 60 days to cure the violation, provided that, if construction or landscaping is required, User shall have a reasonable amount of time to complete the work taking into account seasonal circumstances and the magnitude of the work, but in no event fewer than 60 days. Except, however, if the County and /or MPCA provide a longer time to cure, the City will not unreasonably withhold consent to the longer cure period.
- (4) The City shall extend the time to cure if User demonstrates ongoing efforts to cure the violation and if the City and User agree to a stated time by which the violation will be cured.
- (5) If the violation remains uncured, the City may suspend this Certificate until the violation is cured and up to five working days

thereafter.

7.4.2 Suspension for repeated violations. If the City, acting pursuant to Section 7.4.1 to suspend this Certificate for a specific violation, determines that User has repeatedly violated the terms and conditions of this Certificate as evidenced by violation notices and orders, administrative fines, misdemeanor citations, or other enforcement actions issued or taken by the City or other regulatory bodies, the City may suspend this Certificate until the violation is cured and up to ten working days thereafter.

7.4.3 Suspension in the case of an immediate threat to health or safety. Notwithstanding the provisions of Section 7.4.1, if the City determines that a violation of this Certificate presents an immediate threat to health or safety of person or property, the City may order User to cease immediately that part of the operations at the Landfill presenting the threat, or all operations if necessary to terminate the threat, until the violation is cured.

7.5 Termination of the Certificate.

7.5.1 Termination for a specific cause. The City may terminate this Certificate if User does any of the following:

- (1) Intentionally presents false information concerning the Landfill to the City or any governmental regulatory agency.
- (2) Intentionally engages in a use not allowed under Sections 2.2 or 2.3.
- (3) Fails to comply with a court order regarding the Landfill unless User is appealing the order and a stay has been issued.
- (4) Continues operating the Landfill for more than three (3) days during a City imposed suspension, unless User is appealing the suspension, and a stay of the suspension has been issued by the Court.
- (5) Receives two suspensions of this Certificate by the City in any twelve month period caused by User.

7.5.2 Termination for repeated violations. If User has repeatedly violated the terms and conditions of this Certificate, the City may terminate this Certificate, provided it adheres to the following process:

- (1) The City must determine that User has repeatedly violated the terms and conditions of this Certificate as evidenced by violation notices and orders, administrative fines, misdemeanor citations, or other enforcement actions issued or taken by the City or other regulatory bodies.

- (2) The City must determine that User is continuing to violate the terms and conditions of this Certificate.
- (3) The City shall give notice to User of the violation and the City's intent to terminate this Certificate.
- (4) After receipt of the violation/termination notice, User shall have 60 days to cure the violation, provided that, if construction or landscaping is required, User shall have a reasonable amount of time to complete the work, taking into account seasonal circumstances and the magnitude of the work, but in no event fewer than 60 days. Except, however, if the County and/or MPCA provide a longer time to cure, the City will not unreasonably withhold consent to the longer cure period.
- (5) The City shall extend the time to cure if User demonstrates ongoing efforts to cure the violation and if the City and User agree to a stated time by which the violation will be cured.
- (6) If the violation remains uncured or if an intentional violation occurs within twelve months after the violation/termination notice was issued, the City may terminate this Certificate.

8. CONSULTATION AND ALTERNATIVE NON-BINDING DISPUTE RESOLUTION.

8.1 Purpose. In this section the parties seek to minimize disputes by assuring regular consultation. The parties also seek to avoid court actions by establishing a non-binding alternative dispute resolution process whose outcome would be subject to City Council approval.

8.2 Consultation. The City and User shall consult annually to review the operations at the Landfill. The City may conduct a site inspection in conjunction with any such meeting.

8.3 Non-Binding Dispute Resolution.

8.3.1 Notice of non-binding dispute resolution. Except as expressly modified herein, in the event the City and User disagree as to the interpretation of this Certificate, the IGH Zoning Code as it relates to this Certificate, or whether either has properly performed its obligations under this Certificate, and they are unable to informally resolve their differences, either may give notice to commence non-binding dispute resolution. The notice shall include a description of the dispute and a proposed resolution.

8.3.2 Non-binding dispute resolution, other enforcement, and other appeals.

- (1) Initiation of non-binding dispute resolution shall not stop any enforcement actions identified in Sections 7.4 and 7.5 which the City may have initiated prior to the initiation of non-binding dispute resolution. The City may choose voluntarily to halt any such enforcement action while non-binding dispute resolution proceeds.
- (2) Initiation of non-binding dispute resolution shall suspend any enforcement action, other than an action described in Section 8.3.2(1), which is the subject of or related to the non-binding dispute resolution until the completion of the non-binding dispute resolution process or until 30 days have elapsed following the notice to commence non-binding dispute resolution, whichever comes first. The City shall not commence an enforcement action affecting the non-binding dispute resolution until completion of the non-binding dispute resolution process or until 30 days have elapsed following the notice to commence non-binding dispute resolution, whichever comes first.
- (3) Non-binding dispute resolution shall take the place of the appeal process set forth in IGH Zoning Code Section 505.

8.3.3 DRC makeup. The DRC shall consist of at least two and up to four authorized representatives from the City, including the City Administrator and the City Attorney, and at least two and up to four authorized representatives from User, including the president of the User. The City Council shall appoint the representatives from the City.

8.3.4 DRC process. The DRC shall meet within 10 calendar days of the notice. If the City and the User agree that a mediator is either appropriate or necessary, the City and User will agree on a mediator who shall mediate the meeting. The representatives will use their best efforts within ten calendar days of the first meeting to negotiate in good faith an agreement resolving in the dispute. A dispute will be considered resolved only if both the City and User reach a consensus on the issues in dispute. This consensus shall be evidenced by a resolution stating the consensus. Such a resolution, however, to be effective must be referred to the Planning Commission for a recommendation to the City Council, be adopted by the City Council by a majority vote of the Council, and be executed by the owner and operator of the Landfill. Once adopted and signed, the resolution shall be deemed a decision of the Board of Adjustment and Appeals. If the consensus involves the interpretation of this Certificate, the consensus shall then become a binding and integral part of this Certificate. The mediator's costs shall be borne equally by the City and User; the parties shall otherwise bear their own costs.

8.4 No Dispute Resolution In Emergencies. If the City finds that a dispute presents an immediate threat to health or safety of person or property, the dispute shall not be subject to the provisions of Section 8.3, and the City may pursue any enforcement action identified in Section 7.3.

9. REVIEW AND AMENDMENT.

9.1 Purpose. In this section the parties address when and how this Certificate may be modified. First, a discretionary City review at five year intervals is provided. Second, User may seek amendments. Third, opportunities for review are provided: when the MPCA acts on its permits for the Landfill or amendments thereto; if all or portions of this Certificate are invalidated for any reason; or if permits or licenses for the Landfill are suspended or terminated and the process for amending the Certificate is specified.

9.2 City Review.

9.2.1 Reviews – Timing. Every five years, or at the same intervals as required by the MPCA, at its discretion, the City may review and may make amendments to this Certificate, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.2.2 Reviews to be coordinated with MPCA permit reissuance. To keep all permits consistent among all regulatory bodies and to have the City reviews concurrent with MPCA review and reissuance, the City shall make all reasonable effort to conduct the reviews provided for in this Section 9.2 at the same time the MPCA considers reissuance permits for the Landfill.

9.3 Certificate Amendment Sought By User. If User seeks to amend this Certificate, the City may review and may make amendments to this Certificate pertaining to the activities regulated by the amendment being sought by User, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.4 MPCA Permit Action Review.

9.4.1 Permit reissuance. Whenever User makes application for reissuance of any MPCA permit pertaining to the Landfill, the City may review and may make amendments to this Certificate pertaining to the activities regulated by the MPCA permit being reissued, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.4.2 Permit amendment. Whenever the MPCA amends any MPCA permit pertaining to the Landfill, the City may review and may make amendments to this Certificate pertaining to the activities regulated by such permit amendment, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.4.3 New permit. If the MPCA issues a new permit to User pertaining to the Landfill, the City may review and may make amendments to this Certificate pertaining to the activities regulated by such new permit to make this Certificate consistent with such new MPCA permit, as well as make it consistent with any City ordinance amendments or modifications, and conditional use permit(s), if any such amendments, modifications or conditional use permits are required, provided that such amendments to this certificate without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not unreasonably eliminate or restrict the uses identified in Sections 2.2 and 2.3.

9.5 Preemption or Invalidation of Certificate. If any term or provision of this Certificate is preempted, made invalid, or made unenforceable by the operation of law, or is held to be preempted, invalid, or unenforceable by a court of competent jurisdiction, the City may review and may amend, to the extent permitted by law, this Certificate pertaining to the subject matter of such term or provision affected to make this Certificate consistent with such operation of law, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.6 Suspension or Termination of Permits or Licenses. If a permitting or licensing agency or body, suspends for more than five days, or terminates for cause, a permit or license issued to User for the Landfill, the City may review and may amend this Certificate with respect to the cause of such suspension or termination, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.7 Suspension By City. If the City suspends operation of the Landfill, the City may review and may amend this Certificate with respect to the cause of the suspension, provided that such amendments without the written concurrence of User (1) shall not reduce the airspace capacity of the Landfill, (2) shall not eliminate or change the types of waste allowed to be disposed and collected under Section 2.2, and (3) shall not eliminate or unreasonably restrict the uses identified in Sections 2.2 and 2.3.

9.8 Process For Adding Amendments. All amendments to this Certificate shall be

made by resolution adopted by the City Council by majority vote of the Council. To the extent any amendment is subject to Minnesota Statutes Section 473.811, subd. 4a, which requires that local government conditions respecting construction, operation, inspection, monitoring, and maintenance of disposal facilities be submitted to the Minnesota Office of Environmental Assistance approval, the City will submit the amendment to the Office for approval.

10. MISCELLANEOUS PROVISIONS.

10.1 Purpose. In this section the parties cover various subjects necessary to make the Certificate effective including: that User can assign or transfer its rights under the Certificate to others; that Minnesota law governs the Certificate and its interpretation; how notice is given; that Minnesota Office of Environmental Assistance approval will be obtained; how the effective date will be fixed; and that the Certificate will be recorded against the land.

10.2 Assignment and Successors. User may assign this Certificate to any person, partnership, corporation, subsidiary, or any other entity without City Approval. This Certificate runs with the land identified in Exhibit A and shall inure to the benefit of and be binding upon successors and assigns of User.

10.3 Governing Law. All questions relative to the execution, validity, interpretation, and performance of this Certificate shall be governed by the laws of the State of Minnesota.

10.4 Headings, Purpose Statements, and Appendices. The headings of the several sections contained herein are for convenience only and do not define, limit, or construe the contents of such sections. The sections entitled "Purpose" contained herein are for summary purpose only and do not define, limit, or construe the contents of the other sections which they describe.

10.5 Notices. Any notice or other communication required or permitted to be given by the City or User upon the other shall be in writing, and shall be deemed given when: (1) personally served on the Mayor, City Administrator, or Deputy City Clerk or President of Carl Bolander & Sons Co., or upon an officer of any successor owner or operator of the Landfill; or (2) mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid, to the address set forth below, or at such other address as may be hereafter designated by the City or by User in accordance with this Paragraph.

If To The City:

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

If To User:

Carl Bolander & Sons Co.
Attn: President
251 Starkey Street
St. Paul, MN 55107

10.6 Severability. If any term or provision of this Certificate is preempted, made invalid, or

made unenforceable by the operation of law or held to be preempted, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Certificate shall not be affected thereby and each term and provision of this Certificate shall be valid and enforceable to the fullest extent permitted by law.

~~10.7 Submission to Minnesota Office of Environmental Assistance. Pursuant to Minnesota Statutes Sec. 473.811, subd. 4a, which requires that local government conditions respecting construction, operation, inspection, monitoring, and maintenance of disposal facilities be submitted to the Minnesota Office of Environmental Assistance for approval, the City shall submit this Certificate to the Office for approval.~~

10.8 Effective Date. This Certificate shall be effective only upon all of the following events occurring:

10.8.1 Written approval and execution of the Certificate by the City.

10.8.2 Written acceptance and agreement to the terms and conditions of this Certificate by User.

~~10.8.3 Approval of this Certificate by the Director of the Minnesota Office of Environmental Assistance pursuant to Minnesota Statutes Section 473.811, subd. 4a.~~

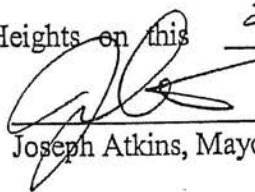
10.8.4 Upon the Host Community Agreement becoming effective.

~~10.8.5 Upon the occurrence of all the above events, the parties agree to execute Addendum 1 to the Certificate specifying the effective date.~~

10.9 Recording. Once this Certificate becomes effective, a memorial hereof shall befiled for record purposes in the office of the Recorder of Titles for Dakota County, State of Minnesota.

ADOPTION:

Adopted by the City Council of Inver Grove Heights on this 23 day of September, 2002.


Joseph Atkins, Mayor

Ayes:

Nays:

Attest:

Cathy Iago, Deputy Clerk

ACCEPTANCE:

Carl Bolander & Sons Co. hereby accepts and agrees to the terms and conditions of this Certificate.

CARL BOLANDER & SONS CO.

By Mark Ryan
Its President

Dated: Sept. 23, 2002

EXHIBIT A
LANDFILL BOUNDARIES (Legal Description)

The South 825 feet of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom the following described tract of land, to wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet each of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, said excepted lands being within the boundaries of W. F. Krech's 2nd Addition to the Village of Inver Grove, Dakota County, Minnesota.

Line A

Commencing at the southeast corner of the N1/2 of the NE1/4 of the NE $\frac{1}{4}$ of Section 3, T.27N., R22W; thence westerly, along the south line of said N1/2, a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

AND

PARCEL A

All of Block 1, except Lots 28 through 30 inclusive;
All of Block 2;
All of Block 3, except Lot 26;
All of Block 4, except Lots 1, 5 and 6;
All of Block 6, except Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled;
All of Blocks 7 and 8;

Lots 1, Block 10

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street); all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue; All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota and in trust for the taxing districts concerned, all minerals and mineral rights as to Lots, 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

PARCEL B:

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

PARCEL C:

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2, and 3 in said Block 6;

Lots Five (5) and Six (6) in Block Six (6) of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

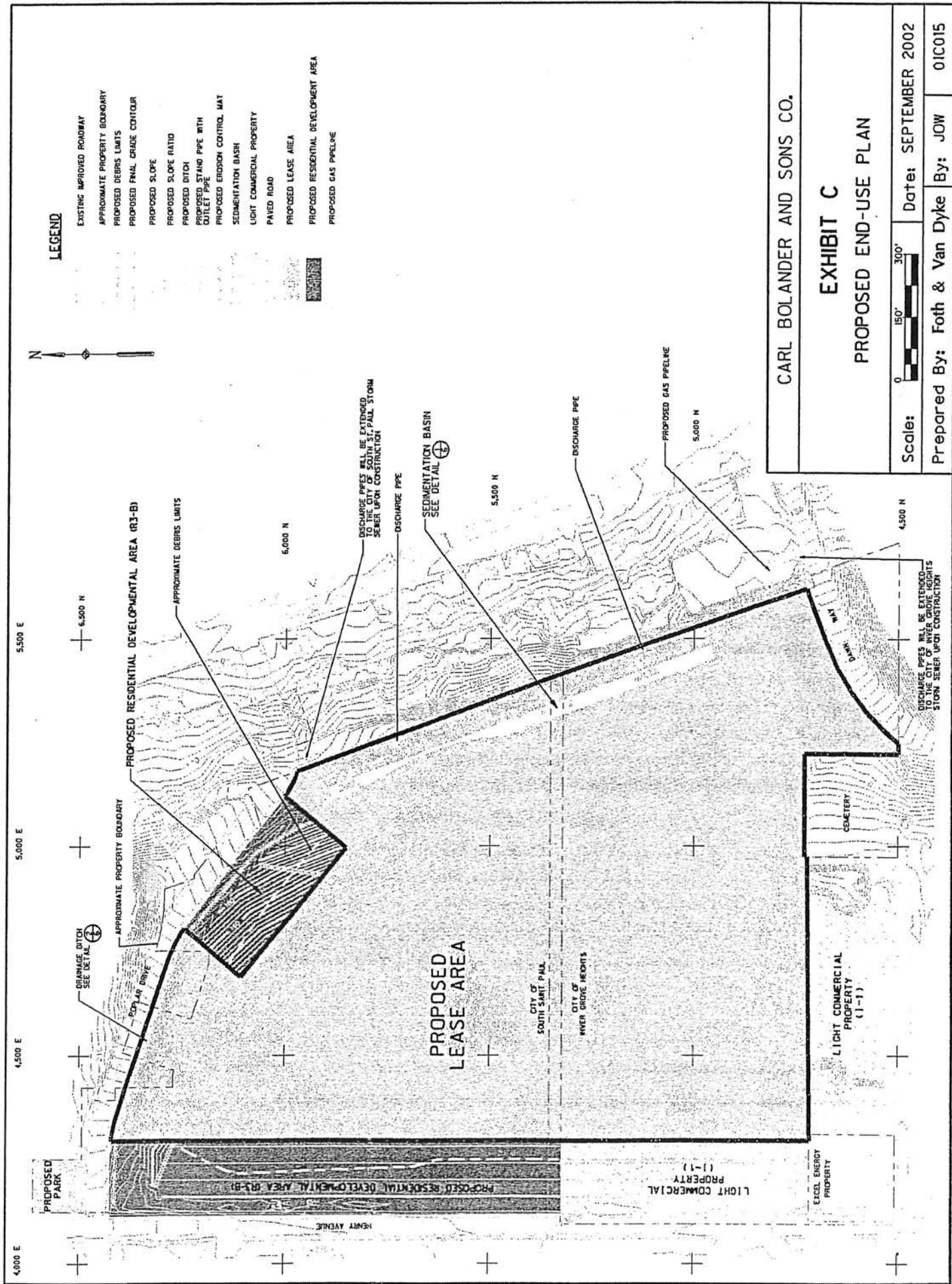
Excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

NOTE: The above-described property contains land in the Cities of Inver Grove Heights and South St. Paul. The defined Landfill for purposes of this Non-Conforming Use Certificate (as so defined by Section 1.20) is only the land described above in the City of Inver Grove Heights.

EXHIBIT B
SITE PLAN
ITEMIZED LIST OF DEVELOPMENT, GRADING, DRAINAGE
EROSION CONTROL, OPERATION, RESTORATION, RE-VEGETATION
AND CLOSURE PLANS

1. Title Sheet - SW - 303 Permits Renewal Drawings - July 2002, Foth & VanDyke.
2. Existing Site Conditions Map.
3. Phased Fill Plan.
4. Groundwater Contour Map - 4/99.
5. Proposed Debris Limit.
6. Proposed Final Grades and Surface Water Drainage Plan.
7. Proposed End-Use Plan.
8. Cross Section A-A.
9. Cross Section B-B.
10. Cross Section C-C.
11. Cross Section D-D.
12. Cross Section E-E.

EXHIBIT C
PROPOSED LEASED AREA



November 14, 2017

Mr. Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**Re: Dawnway Landfill Letter Report
Nonconforming Use Certificate (NCUC) Extension**

Dear Mr. Hunting:

This letter provides the results of our work on the Dawnway Landfill (owned by Frattalone Companies, Inc.) which included evaluation of several technical topics related to extending the landfill's NCUC that is issued by the City of Inver Grove Heights (City).

The technical topics evaluated were:

1. Review waste fill volume calculations as reported in the landfill's 2016 annual report to the Minnesota Pollution Control Agency (MPCA).
2. Determine if waste filling is occurring with the Limits of Waste Placement (permitted waste boundary) in accordance with the June 2014 drawing prepared by Foth Infrastructure & Environment, LLC (2014 Foth Drawings) which were approved by the current MPCA solid waste permit issued March 11, 2015.
3. Determine if waste fill material types comply with the current City-issued NCUC dated September 23, 2002.
4. Review the 2014 Foth Drawings to identify any significant concerns or deficiencies.

A detailed description of our work is provided below.

Waste Volume Calculations

Barr performed a review of waste volume calculations to determine:

1. The estimated quantity of waste filled during 2016.
2. The estimated quantity of waste remaining to be filled.

CAD files were obtained from Folz, Freeman, Erickson, Inc. and Larson Engineering, Inc. (Frattalone's surveyor and engineer, respectively) that represented three-dimensional surfaces for the waste surface at the end of 2015, the waste surface at the end of 2016, and the proposed top of final cover once the landfill is filled to capacity.

Using these 3D CAD surfaces, Barr calculated the volumes as shown in the table below. Frattalone's volumes, as provided in the 2016 annual report, are also shown for comparison purposes.

	Two-foot final cover volume (cubic yards)	Total remaining volume with final cover at end of 2016 (cubic yards)	Estimated volume filled for 2016 (cubic yards)
Barr-calculated volumes	97,930	1,335,865	91,416
Frattalone-calculated volumes	96,027	1,544,335	93,223
Difference between Barr and Frattalone-calculated volumes	1,903	-208,470	-1,807

Barr was not able to obtain a 3D CAD surface that represented the bottom of the landfill and therefore we were not able to calculate the landfill's total design volume (including final cover). Frattalone reported this volume to be 3,945,752 cubic yards in the 2016 annual report.

Determine if Waste Filling is Occurring with the Permitted Boundary

The permitted waste boundary is determined by the 2014 Foth Drawings. Frattalone's surveyor staked the permitted waste boundary and provided a figure with aerial photo to Barr (Enclosure 1). Barr determined that the permitted waste boundary location shown on the aerial photo figure closely matched what was shown on the 2014 Foth Drawings. Barr conducted a site visit on November 6, 2017 and verified that the permitted waste boundary stakes appeared to be installed in the correct locations. To make this determination, Barr used the Enclosure 1 figure and scaled the distances from reference points (such as the cemetery and Xcel property) to the permitted waste boundary, and then measured those distances in the field at the site.

Using this information and visual observations during the November 6 site visit, Barr and determined that:

- The permitted waste boundary shown on the Enclosure 1 figure matched what was staked at the site.
- Waste disposal was occurring within the permitted waste boundary.

It should be noted that several piles of aggregate and to-be-recycled material such as asphalt paving and concrete were present at the site but these are not required to be located within the permitted waste boundary.

Determine if Waste Material Types Comply with the NCUC

The NCUC allows only demolition debris to be disposed of at the landfill. Demolition debris is defined in the NCUC as follows:

"Demolition Debris - means solid waste resulting from the demolition of Buildings, roads, and other man-made structures, including concrete, brick, bituminous

concrete, untreated wood, masonry, glass, Tree Waste, rock, and plastic building parts, and includes unregulated asbestos incidental to the demolition of a Building or a Structure. Demolition Debris will also include the above described materials resulting from construction projects if and when Minnesota rules and/or statutes are amended or modified to include such materials in the statutory or regulatory definition of demolition debris."

The waste surface was viewed during Barr's November 6 site visit (Enclosure 2). The waste that was visible during the site visit met the above definition of demolition debris.

Additionally, copies of Dakota County inspection reports from 2008 through 2016 were reviewed and no information was found to indicate that improper waste was being disposed of at the landfill.

Based on the above information, Barr concludes that the waste being disposed of is in accordance with the NCUC.

Review of 2014 Drawings

Barr reviewed the 2014 Foth Drawings, which were approved by the current MPCA solid waste permit issued March 11, 2015. The drawings consist of twelve sheets and address existing conditions, groundwater contours, landfill development phases, final grades and surface water management, end use, and landfill volume.

Barr did not find any significant concerns or deficiencies in the drawings.

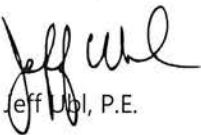
Conclusions and Recommendations

Waste volumes reported in the 2016 annual report appear to have some discrepancies based on the 3D CAD surfaces supplied by Frattalone as described above. Barr recommends that these apparent discrepancies be evaluated and addressed in the 2017 annual report.

Based on Barr's November 6, 2017 site visit, the waste is being disposed of within the permitted waste boundary and the waste types meet the definition of demolition debris and comply with the NCUC issued by the City.

No significant concerns or deficiencies were noted on the 2014 Foth Drawings which are approved by the MPCA solid waste permit.

Sincerely,



Jeff Uhl, P.E.

Enclosures

Enclosure 1



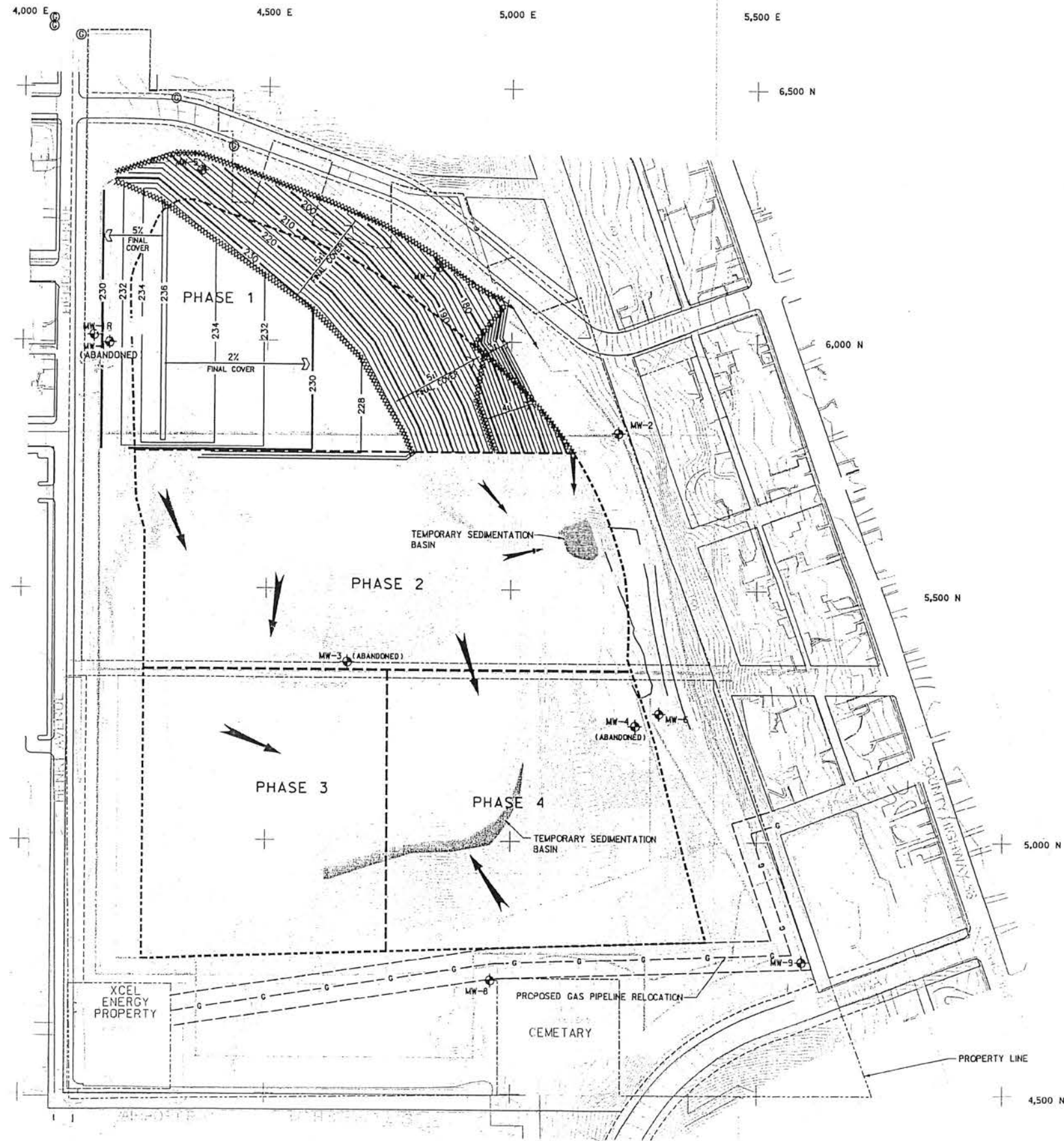
Enclosure 2



Landfill Waste Surface

© 2014, Earth & Zoo Data and Associates, Inc.

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- LEGEND**
- 140 — EXISTING CONTOUR
 - — — EXISTING IMPROVED ROADWAY
 - ⊙ EXISTING GAS LINE MARKER
 - G — PROPOSED GAS PIPELINE RELOCATION
 - - - - - APPROXIMATE PROPERTY BOUNDARY
 - MW-5 EXISTING MONITORING WELL
 - MW-4 (ABANDONED) ABANDONED MONITORING WELL
 - TEMPORARY SEDIMENTATION BASIN
 - SURFACE WATER FLOW DIRECTION
 - 220 — FINAL GRADE CONTOUR
 - 2% SLOPE
 - 5:1 SLOPE RATIO
 - — — DITCH
 - — — STAND PIPE WITH OUTLET PIPE
 - XXXXXXXXXXXXXXXXXXXXX EROSION CONTROL MAT
 - - - - - LIMITS OF WASTE PLACEMENT
 - - - - - PHASE DELINEATION

NOTES:

1. EXISTING TOPOGRAPHY INSIDE ACTIVE AREA
UPDATED JANUARY 9, 2014 BY FOLZ, FREEMAN,
AND ERICKSON, INC.
2. REMAINING TOPOGRAPHY BY JOHNSON & SCOFIELD, INC.
ON FEBRUARY 22, 2000.
3. SITE SPECIFIC COORDINATE SYSTEM



Foth
Foth Infrastructure & Environment, LLC
Eagle Point II
8550 Hudson Boulevard North, Suite 105
Lake Elmo, MN 55042

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FOTH INFRASTRUCTURE & ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE
RESPONSIBILITY OF THE USER.

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

Signature: *Curtis L. Hartog*
CURTIS L. HARTOG

Date: 8/5/2014 Reg # 44024

PERMIT RENEWAL DRAWINGS
FOR THE DAWNWAY LANDFILL
FACILITY, SW-303

PREPARED FOR
FRATTALONE COMPANIES, INC.

S. ST. PAUL /
INVER GROVE HEIGHTS
MINNESOTA
DAKOTA
COUNTY

REVISIONS		DATE OF PREPARATION	
NO.	DESCRIPTION	BY	DATE
1	A	CKV	APRIL 2014
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4	A	CKV	APRIL 2014
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6	A	CKV	APRIL 2014
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8	A	CKV	APRIL 2014
9	A	CKV	APRIL 2014
10	A	CKV	APRIL 2014

RECORD DRAWINGS OF COMPLETED CONSTRUCTION BY		RECORD DRAWINGS OF COMPLETED CONSTRUCTION CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS.	
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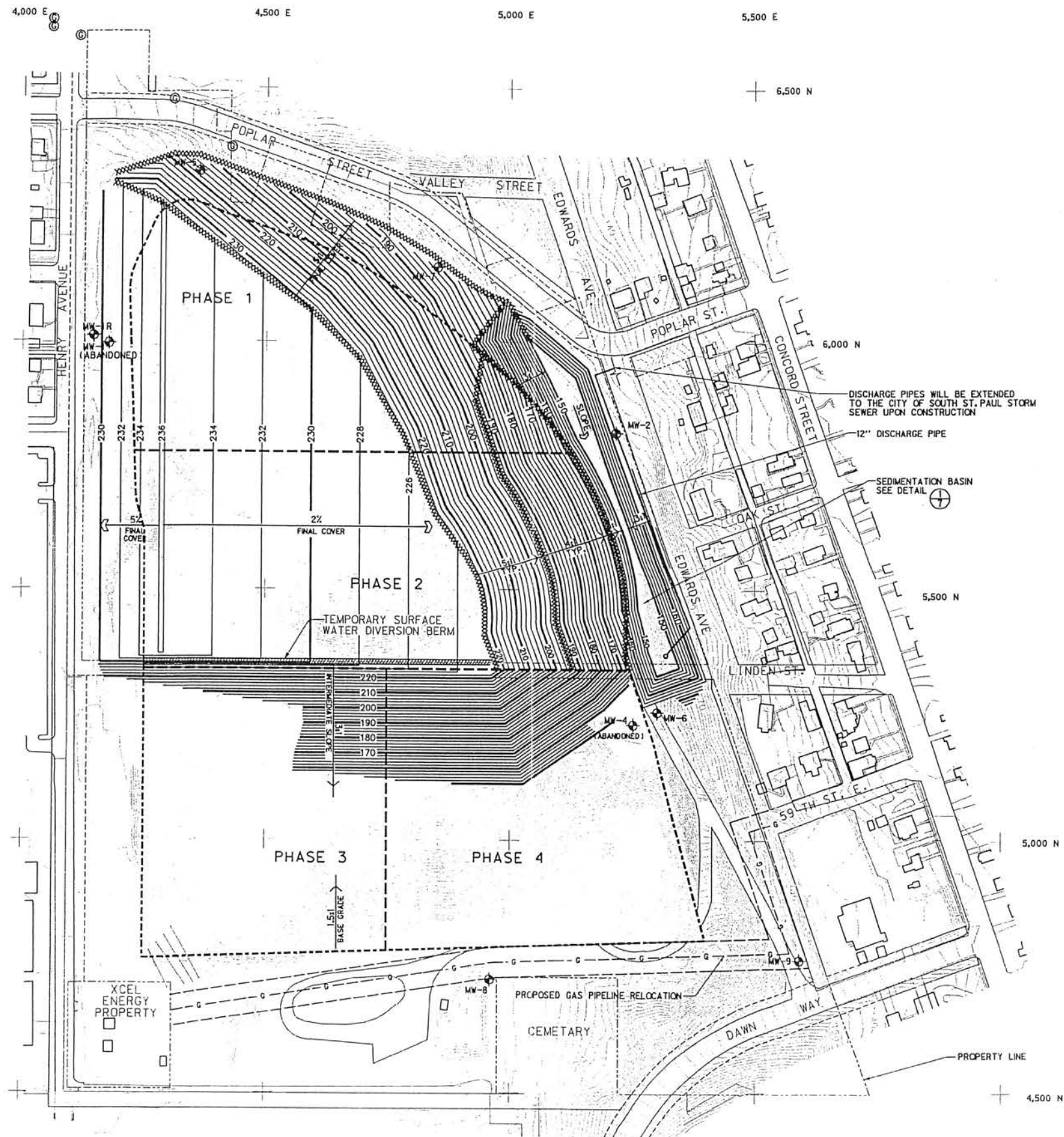
PHASE 1
DEVELOPMENT



PROJECT ID 140303

4

SHEET 4 OF 11



LEGEND

- 140 — EXISTING CONTOUR
- — — EXISTING IMPROVED ROADWAY
- ⊙ EXISTING GAS LINE MARKER
- G — PROPOSED GAS PIPELINE RELOCATION
- - - - - APPROXIMATE PROPERTY BOUNDARY
- ⊙ EXISTING MONITORING WELL
- ⊙ (ABANDONED) ABANDONED MONITORING WELL
- SURFACE WATER FLOW DIRECTION
- 220 — FINAL GRADE CONTOUR
- 2% SLOPE
- 5:1 SLOPE RATIO
- DITCH
- STAND PIPE WITH OUTLET PIPE
- XXXXXXXXXX EROSION CONTROL MAT
- - - - - LIMITS OF WASTE PLACEMENT
- - - - - PHASE DELINEATION
- ===== TEMPORARY SURFACE WATER DIVERSION BERM

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2. REMAINING TOPOGRAPHY BY JOHNSON & SCOFIELD, INC. ON FEBRUARY 22, 2000.
3. SITE SPECIFIC COORDINATE SYSTEM



Foth Infrastructure & Environment, LLC
 Suite 105
 8550 Hudson Boulevard North, Suite 105
 Lake Elmo, MN 55042

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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.

Signature: *Curtis L. Hartog*
 Date: 6/5/14 Reg. # 14024

PERMIT RENEWAL DRAWINGS
 FOR THE DAWNWAY LANDFILL
 FACILITY, SW-303

PREPARED FOR
 FRATTALONE COMPANIES, INC.

S. ST. PAUL /
 INVER GROVE HEIGHTS
 MINNESOTA
 DAKOTA
 COUNTY

REVISIONS		DATE OF PREPARATION	
NO.	DESCRIPTION	BY	DATE
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3	3. SITE SPECIFIC COORDINATE SYSTEM		

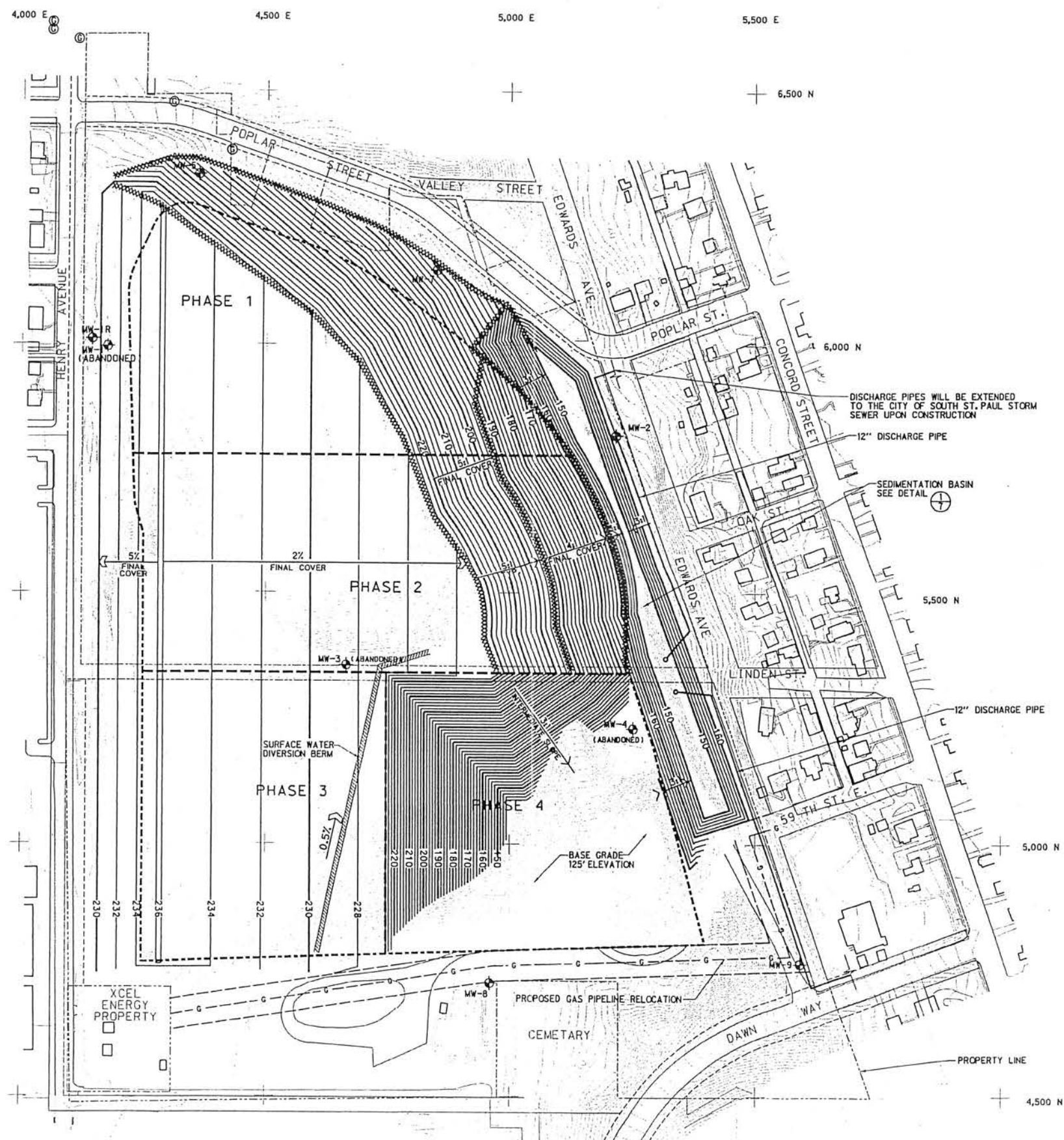
PHASE 2
 DEVELOPMENT

HORIZONTAL SCALE:
 0 120' 240'

PROJECT ID 14F003

5
 SHEET 5 OF 11

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LEGEND

- 140 EXISTING CONTOUR
- EXISTING IMPROVED ROADWAY
- EXISTING GAS LINE MARKER
- PROPOSED GAS PIPELINE RELOCATION
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I hereby certify that this plan, specification,
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Signature: *CLYDE L. HARTOG*
Date: *6/5/2014* Reg # *44024*

PERMIT RENEWAL DRAWINGS
FOR THE DAWNWAY LANDFILL
FACILITY, SW-303

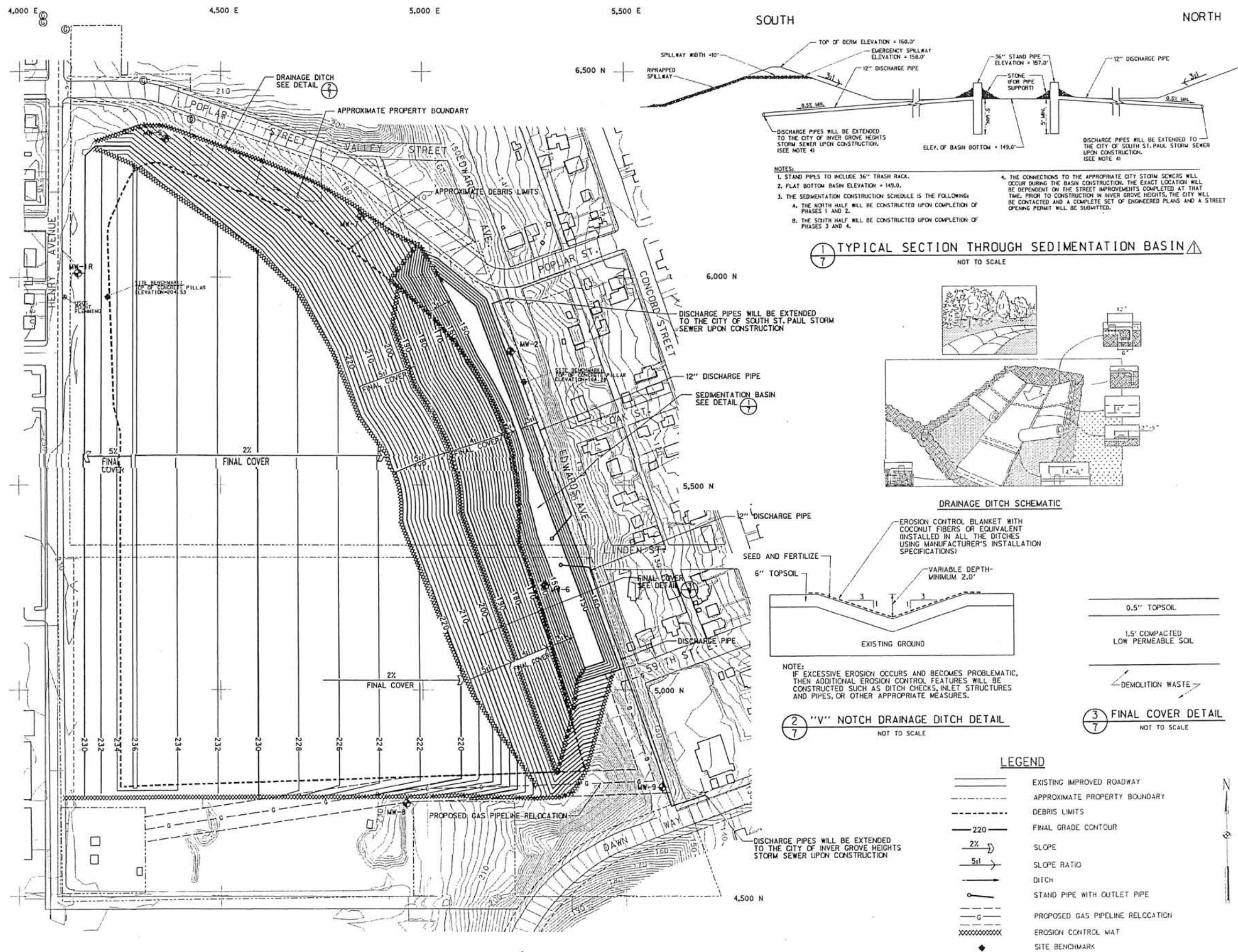
PREPARED FOR
FRATTALONE COMPANIES, INC.

S. ST. PAUL /
INVER GROVE HEIGHTS
MINNESOTA

DAKOTA
COUNTY

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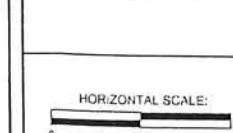
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BY	DATE
SURVEYED	
DRAWN	CKV
DESIGNED	
CHECKED	CUH1



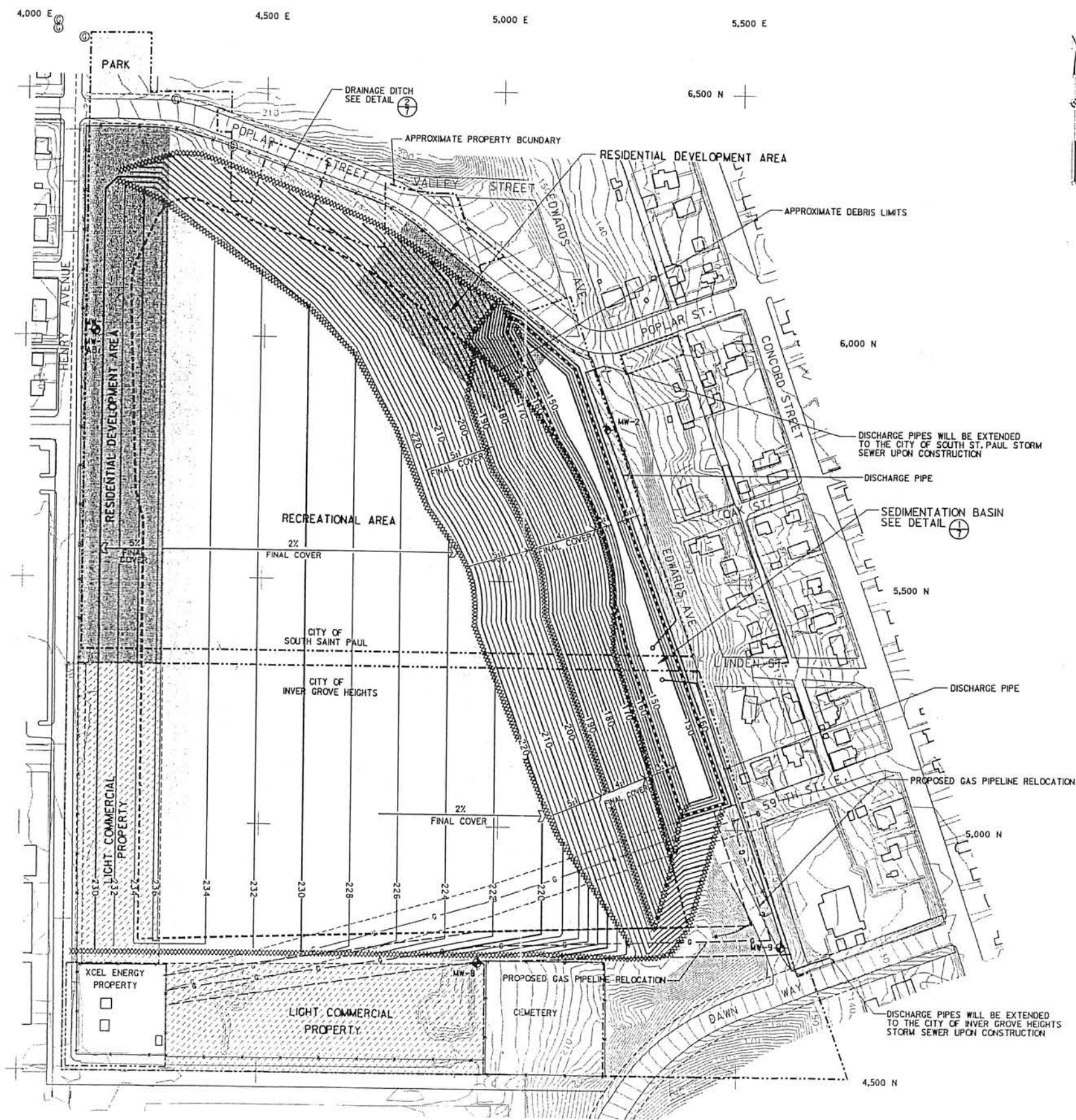
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4	4/24/14	CKV	CHECKED
5	4/24/14	CKV	DESIGNED
6	4/24/14	CKV	CHECKED
7	4/24/14	CKV	DESIGNED

DATE OF PREPARATION	
BY	DATE
SURVEYED	
DRAWN	CKV APRIL 2014
DESIGNED	
CHECKED	CKV JUNE 2014

FINAL GRADES AND
SURFACE WATER
DRAINAGE PLAN



PROJECT ID: 14F003



LEGEND

- EXISTING IMPROVED ROADWAY
- APPROXIMATE PROPERTY BOUNDARY
- DEBRIS LIMITS
- FINAL GRADE CONTOUR
- SLOPE
- SLOPE RATIO
- DITCH
- STAND PIPE WITH OUTLET PIPE
- EROSION CONTROL MAT
- SEDIMENTATION BASIN
- LIGHT COMMERCIAL PROPERTY
- PAVED ROAD
- RECREATIONAL AREA
- RESIDENTIAL DEVELOPMENT AREA
- PROPOSED GAS PIPELINE RELOCATION
- EXISTING GAS PIPELINE

NOTES:

- EXISTING TOPOGRAPHY INSIDE ACTIVE AREA
UPDATED JANUARY 9, 2014 BY FOLZ, FREEMAN,
AND ERICKSON, INC.
- REMAINING TOPOGRAPHY BY JOHNSON & SCOFIELD, INC.
ON FEBRUARY 22, 2000.
- SITE SPECIFIC COORDINATE SYSTEM
- CONTOURS SHOWN ARE TOP OF FINAL COVER



Foth Infrastructure & Environment, LLC
Foth Infrastructure & Environment, LLC
8500 Hennepin Avenue, Suite 105
Lake Elmo, MN 55042

REUSE OF DOCUMENTS

THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR
GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF
FOOTH INFRASTRUCTURE & ENVIRONMENT, LLC. IT IS THE SOLE
RESPONSIBILITY OF THE UNAUTHORIZED USER.

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.

Signature: *CHH*
CURTIS L. HARTOG

Date: 6/5/2014 Reg # 44864

PERMIT RENEWAL DRAWINGS
FOR THE DAWNWAY LANDFILL
FACILITY, SW-303

PREPARED FOR
FRATTALONE COMPANIES, INC.

S. ST. PAUL /
INVER GROVE HEIGHTS
MINNESOTA

REVISIONS		DATE OF PREPARATION	
NO.	DESCRIPTION	BY	DATE
1	EXISTING TOPOGRAPHY INSIDE ACTIVE AREA UPDATED JANUARY 9, 2014 BY FOLZ, FREEMAN, AND ERICKSON, INC.	CLK	APRIL 2014
2	REMAINING TOPOGRAPHY BY JOHNSON & SCOFIELD, INC. ON FEBRUARY 22, 2000.	CLK	APRIL 2014
3	SITE SPECIFIC COORDINATE SYSTEM	CLK	JUNE 2014
4	CONTOURS SHOWN ARE TOP OF FINAL COVER	CLK	JUNE 2014

END USE PLAN

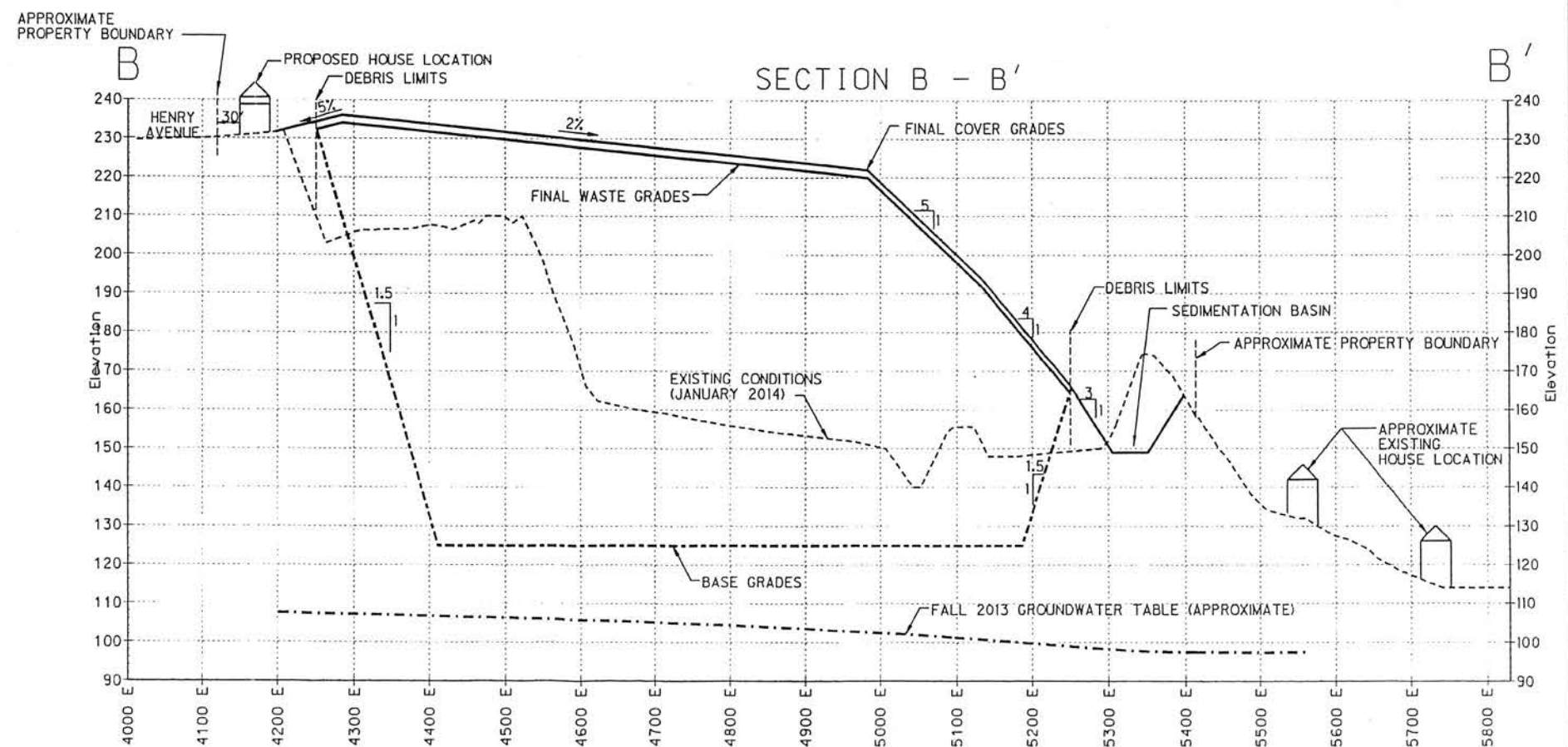
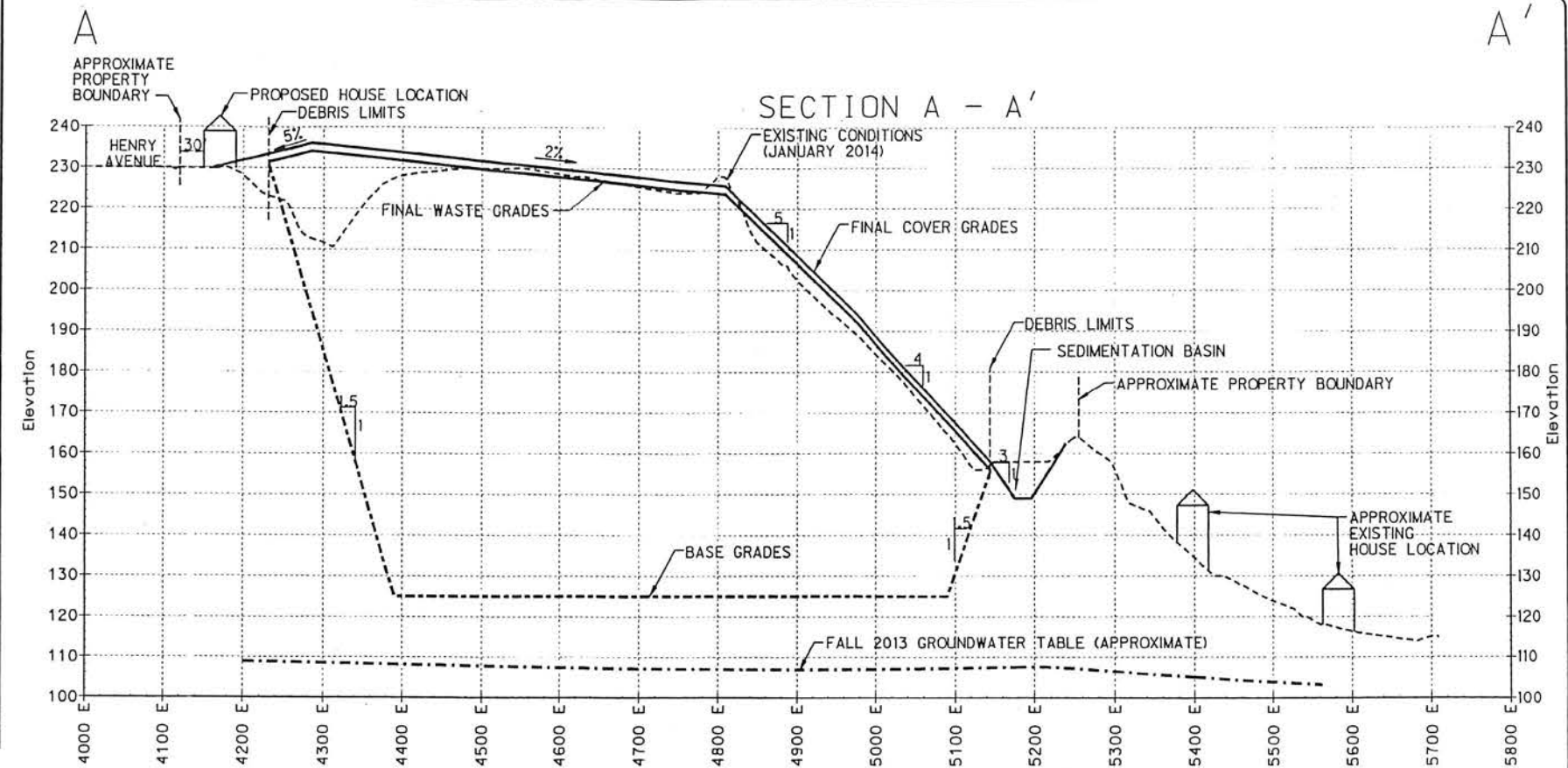
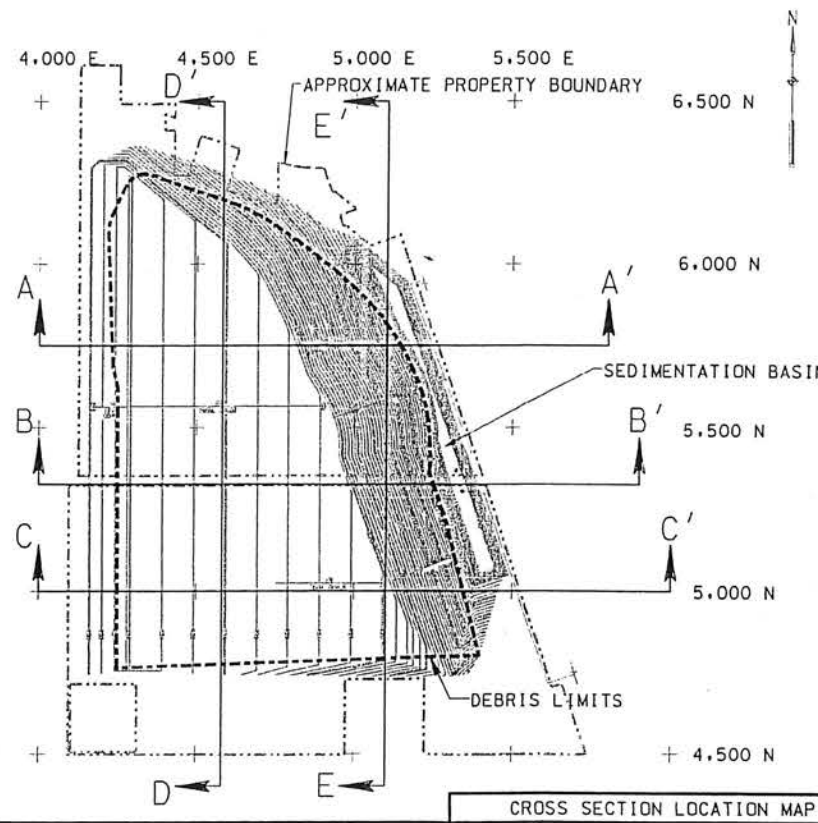
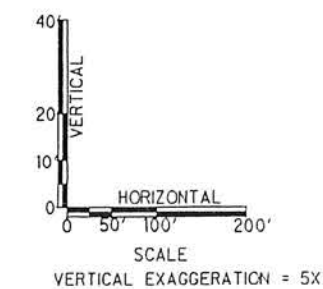
HORIZONTAL SCALE:
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PROJECT ID 14F002

8

SHEET 8 OF 11

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ckv



Foth
Foth Infrastructure & Environment, LLC
8550 Hubbs Boulevard North, Suite 105
Lake Elmo, MN 55042

REUSE OF DOCUMENTS
THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED FOR REUSE FOR THE PROJECT DESCRIBED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

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.
Signature: *CKV*
CURTIS L. HARTOG
Date: 6/5/2014 Reg. # 4024

PERMIT RENEWAL DRAWINGS
FOR THE DAWNBAY LANDFILL
FACILITY, SW-303
PREPARED FOR
FRATTALONE COMPANIES, INC
S. ST. PAUL /
INVER GROVE HEIGHTS
MINNESOTA
DAKOTA
COUNTY

NO.	BY	DATE	DESCRIPTION
1	CKV	4/1/14	A
2	CKV	4/1/14	A
3	CKV	4/1/14	A
4	CKV	4/1/14	A
5	CKV	4/1/14	A

RECORD DRAWING OF COMPLETED CONSTRUCTION BY
RECORD DRAWINGS OF COMPLETED CONSTRUCTION
CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS.
BY: _____ DATE: _____

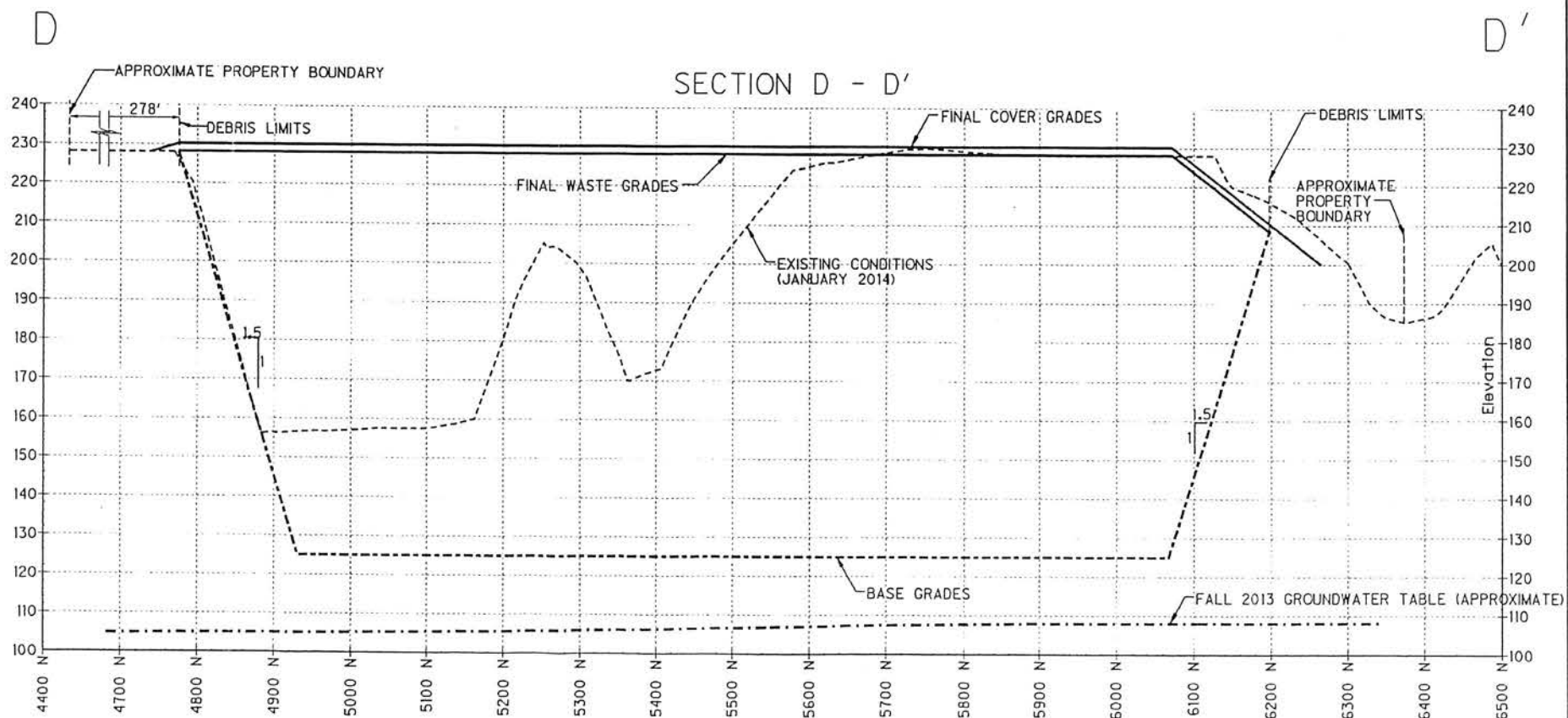
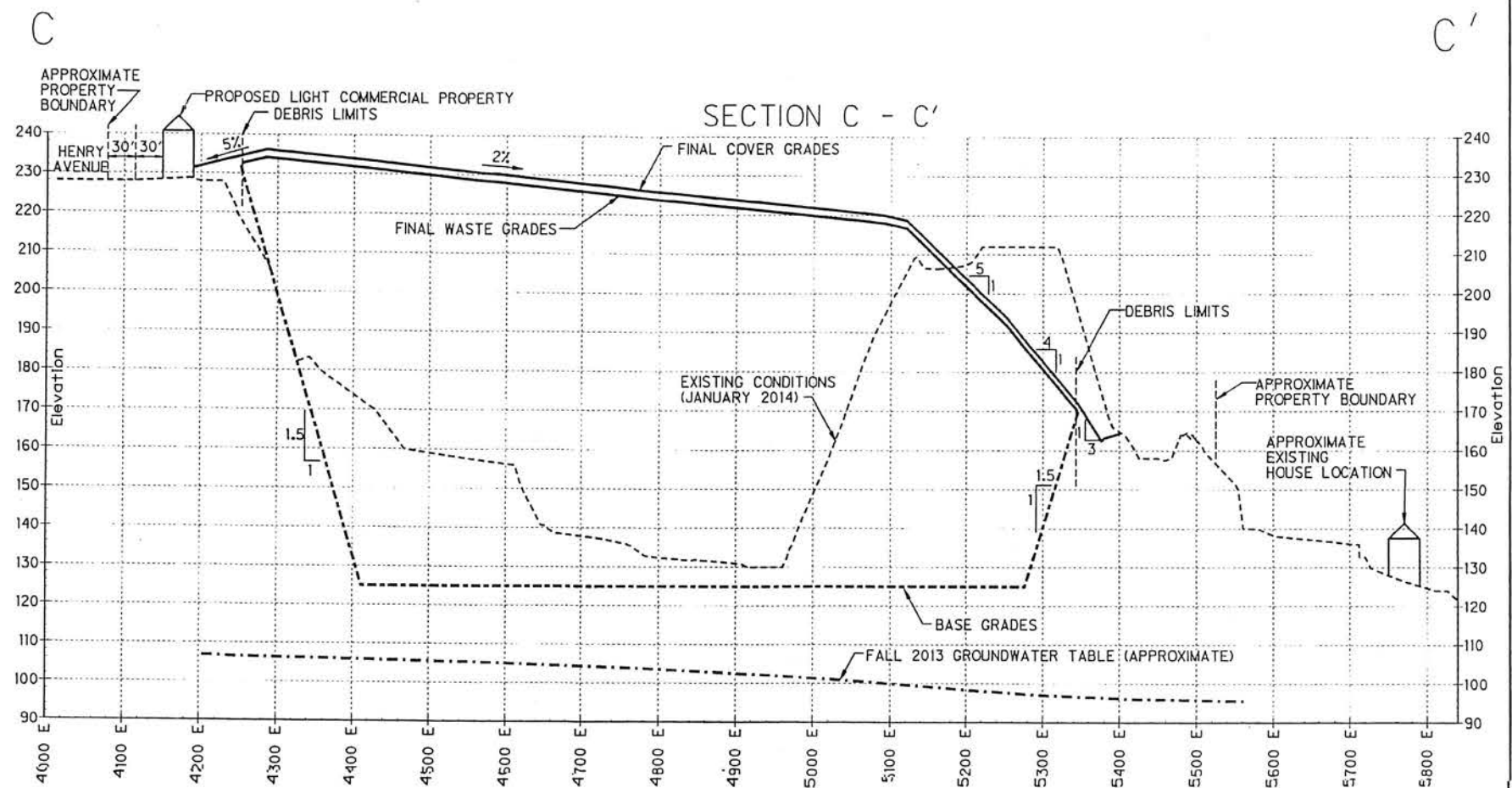
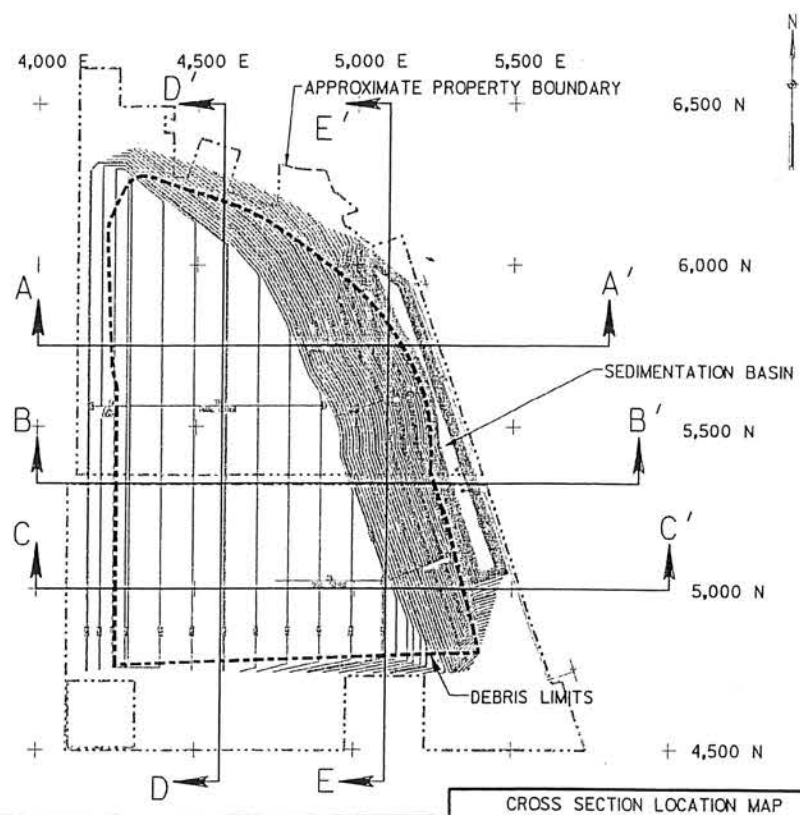
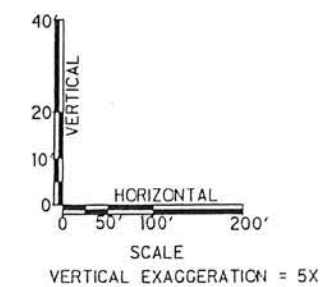
DATE OF PREPARATION
BY: _____ DATE: _____

SURVEYED: _____
DRAWN: CKV
DESIGNED: _____
CHECKED: CLH
JUNE 2014

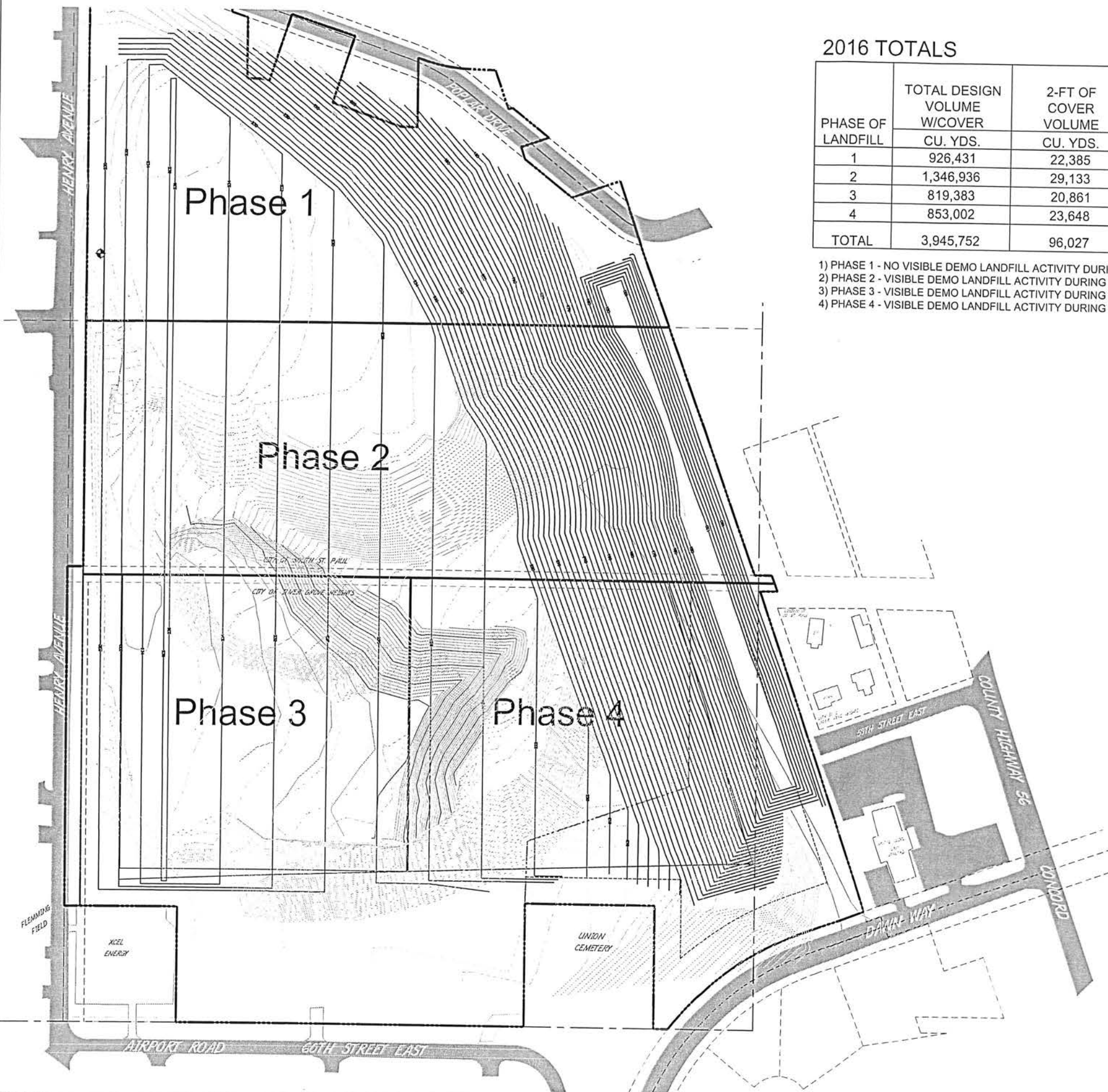
CROSS SECTION
A-A' & B-B'

PROJECT ID: 114703
9
SHEET 9 OF 11

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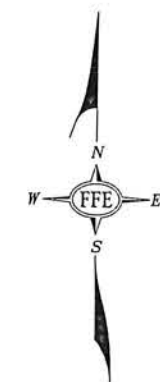
Foth Foth Infrastructure & Environment, LLC Engle Point II 6550 Hudson Boulevard North, Suite 105 Lake Elmo, MN 55042		REUSE OF DOCUMENTS THIS DOCUMENT HAS BEEN REUSED FOR THE PROJECT AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.
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. Signature: <i>Curtis L. Hartog</i> Date: 6/5/2014 Reg # 44024		PERMIT RENEWAL DRAWINGS FOR THE DAWNWAY LANDFILL FACILITY, SW-303 PREPARED FOR FRATTALONE COMPANIES, INC. S. ST. PAUL / INVER GROVE HEIGHTS MINNESOTA DAKOTA COUNTY
REVISIONS NO. BY DATE DESCRIPTION 1. A A A 2. A A A 3. A A A 4. A A A 5. A A A	RECORD DRAWINGS OF COMPLETED CONSTRUCTION BY RECORDED DRAWINGS OF COMPLETED CONSTRUCTION CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS. BY DATE	DATE OF PREPARATION BY DATE SURVEYED DRAWN CKV APRIL 2014 DESIGNED CHECKED CUH JUNE 2014
CROSS SECTION C-C' & D-D'		
PROJECT ID 14F003 10 SHEET 10 OF 11		



2016 TOTALS

PHASE OF LANDFILL	TOTAL DESIGN VOLUME W/COVER	2-FT OF COVER VOLUME	REMAINING WASTE VOLUME	TOTAL REMAINING VOLUME W/COVER	ESTIMATED VOLUME OF FILL FOR YEAR
	CU. YDS.	CU. YDS.	CU. YDS.	CU. YDS.	CU. YDS.
1	926,431	22,385	9,188	31,573	0
2	1,346,936	29,133	479,450	508,583	20,696
3	819,383	20,861	285,294	306,155	71,624
4	853,002	23,648	674,376	698,024	903
TOTAL	3,945,752	96,027	1,448,308	1,544,335	93,223

- 1) PHASE 1 - NO VISIBLE DEMO LANDFILL ACTIVITY DURING 2016.
- 2) PHASE 2 - VISIBLE DEMO LANDFILL ACTIVITY DURING 2016.
- 3) PHASE 3 - VISIBLE DEMO LANDFILL ACTIVITY DURING 2016.
- 4) PHASE 4 - VISIBLE DEMO LANDFILL ACTIVITY DURING 2016.



ORIGINAL SCALE
1 INCH = 100 FEET
SCALE IN FEET
0 50 100 200

LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING 2003 PERMIT MINE/FILL LIMITS
- EXISTING/PIT BOTTOM 2-FT CONTOUR INTERVAL
- PROPOSED FINAL GRADE

NOTES

- 1) BOUNDARY PROVIDED BY GORMAN SURVEYING.
- 2) MINE LIMITS AND DEPTH OF PROPOSED DEMO FILL TAKEN FROM 2003 PERMIT RENEWAL DOCUMENTS PROVIDED BY FOTH.
- 3) ELEVATION CONVERSION FROM ST. PAUL DATUM TO NAVD83 = 595.46
- 4) SURVEY OF SITE DEMO COMPLETED JANUARY 4TH, 2017.
- 5) EXISTING CONTOURS REPRESENT THE EXISTING DEMO FILL AND DO NOT REPRESENT THE EXISTING BERMS OR GRANULAR MATERIAL IN BERMS, ROADS OR STOCKPILES FOUND IN THE PIT.

NO.	REVISION DESCRIPTION	DATE

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 SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Timothy J. Freeman
TIMOTHY J. FREEMAN
16989
LICENSE NO.
01/15/2017
DATE:

DESIGNED BY:
DRAWN BY: ARK
CHECKED BY: T.J.F.
INITIAL DATE: 01/15/2017

JOB NO. 17-101

Folz, Freeman, Erickson, Inc.
LAND PLANNING
SURVEYING
ENGINEERING
12445 55TH STREET NORTH LAKE ELMO, MN 55442
Phone: (651) 494-8833 Fax: (651) 494-9331
Website: www.ffe-inc.com

OWNER/DEVELOPER
FRATTALONES DAWNWAY, LLLP
OWNER'S ADDRESS
3205 SPRUCE STREET
ST. PAUL, MINNESOTA 55117

SHEET NAME
2016 DAWNWAY DEMO LANDFILL VOLUME SURVEY
PROJECT NAME
DAWNWAY DEMOLITION LANDFILL
DAKOTA COUNTY, MN

SHEET NO.
S1
SHEET 1 OF 1



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | 651-282-5332 TTY | www.pca.state.mn.us | Equal Opportunity Employer

March 11, 2015

Nick Frattalone, President
Frattalone's Dawnway, LLP
3205 Spruce Street
St Paul, MN 55117

RE: Minnesota Pollution Control Agency Solid Waste Facility Permit
Dawnway Landfill, SW-303

Dear Mr. Frattalone:

Enclosed is a copy of the Minnesota Pollution Control Agency's (MPCA) Solid Waste Facility Permit (Permit) for Dawnway Landfill (Facility), SW-303. The Facility consists of approximately 51 acres and is located in Township 28 North, Range 22 West, Section 34, Dakota County, Minnesota.

The Permit has been drafted, pursuant to Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035. Two written comment were received during the public notice period. All comments received were considered in the preparation of the Permit as issued. The Permit is, hereby, issued for the operation of the Facility as a Class I demolition debris land disposal facility.

If you have any questions regarding the enclosed Permit, please contact Abdi Hassan of our staff at 651-757-2449.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Mondloch", with a long, sweeping horizontal line extending to the right.

Mike Mondloch
Supervisor, Solid Waste Permitting Unit
Prevention & Solid Waste Management Section
Resource Management & Assistance Division

MM/AH:wgp

Enclosure

cc: Kathy Osborne, Foth Infrastructure & Environment, LLC
Shelly Siewert, MPCA, St Paul



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | 651-282-5332 TTY | www.pca.state.mn.us | Equal Opportunity Employer

Solid Waste Management Facility Permit

Dawnway Demolition Landfill

Permit: SW-303

Action: PER007

In accordance with Minnesota Statutes chs. 115, 115A, and 116, and Minnesota Rules chs. 7000, 7001, and 7035, the Minnesota Pollution Control Agency (MPCA) hereby issues this permit and authorizes the permittee(s) listed on the following page to construct and operate the Dawnway Demolition Landfill, SW-303, under the conditions set forth in this permit.

The facility consists of 51 acres located in: Township 28 N, Range 22 W, Section 34, Dakota County, in the MPCA Metro Region. The facility includes the following waste activity area(s):

Demolition Debris Disposal Area

DD001

The determination to issue this permit is discretionary with the MPCA and was made subsequent to MPCA staff review of the permit application. The term commissioner, as used in this permit, refers to the MPCA Commissioner or MPCA personnel who have been delegated explicit authority by the commissioner. Other terms used in this permit are defined in Minnesota Statutes, the MPCA Solid Waste Management Rules, or specifically defined in this permit.

Permit Issuance Date: 03/11/2015

Permit Expiration Date: 03/10/2025

Permit Modified Date:

Minnesota Pollution Control Agency

A handwritten signature in black ink, appearing to read "Mike Mondloch", written over a horizontal line.

Mike Mondloch

Supervisor, Solid Waste Permitting Unit

Prevention and Solid Waste Management Section

Resource Management & Assistance Division

Solid Waste Management Facility Permit

Dawnway Demolition Landfill

Permit: SW-303

Action: PER007

The following permittee(s) are authorized to construct and operate the Dawnway Demolition Landfill, SW-303 under the conditions set forth in this permit.

Permittee Activity Owner:
Frattalone's Dawnway LLLP.

Address:
3205 Spruce Street
St Paul, MN 55117

Permittee Land Owner:
Frattalone's Dawnway LLLP.

Address:
3205 Spruce Street
St Paul, MN 55117

Permittee Operator:
Frattalone's Dawnway LLLP.

Address:
3205 Spruce Street
St Paul, MN 55117

1. TOTAL FACILITY

1.1 General

1.1.1 Definitions

- 1.1.2 "Facility" has the meaning given in Minn. R. 7035.0300, subp. 37.
- 1.1.3 "Permittee" means the landowner, facility owner(s), and facility operator(s).
- 1.1.4 "Permitted Capacity" means the total airspace volume in cubic yards allowed for disposal at the facility under the most recently issued permit. It includes airspace already filled by previous disposal activities, before the start of the permit; estimated fill volumes to be used during the ten-year term of the current permit, including cover systems; and may also include estimated fill volumes and cover systems that would be used during an additional "follow-on" period extending up to five years past the current permit's expiration date, provided that the permittee has submitted detailed engineering plans for the use and closure of that follow-on disposal space.
- 1.1.5 "Waste Activity" means the storage, processing, transfer, utilization, treatment, or disposal of solid waste and waste by-products.
- 1.1.6 "Waste Activity Area" means the land, structures, monitoring devices, and other appurtenances and improvements on the land associated with a waste activity.

1.1.7 Waste Activities

- 1.1.8 The facility waste activities authorized by this permit (Permit) are limited to those activities described in the Waste Capacity Table of this Permit.

1.1.9 Permit Compliance

- 1.1.10 The permittee (Permittee) shall keep the status of the Permit current and up-to-date.
- 1.1.11 The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the agency, in accordance with all state and federal statutes, rules and regulations, and in compliance with the conditions of the permit.

1.1.12 Location

- 1.1.13 The facility (Facility) encompasses approximately 51 acres and is located in Sec. 34, T28N, R22W, city of Inver Grove Heights and city of South St Paul, Dakota County. The Facility address is:
 - Dawnway Demolition Landfill Facility
 - 5965 Dawn Way Blvd.
 - Inver Grove Heights, MN 55076

TOTAL FACILITY

General

1.1.14 Facility History

1.1.15 The Facility began operations on December 18, 1986. The original permit was granted to Kamish & Sons, Co.. The permit was renewed on November 17, 1994. Carl Bolander & Sons (CB&S) purchased the Facility in May of 2000. The ownership changed from CB&S to Frattalone in November of 2007. The Facility is now operating under the Permit that was approved in August of 2009. A permit renewal application was received on June 9, 2014.

1.1.16 General Facility Description

1.1.17 This is a 51-acre facility that lies in the footprint of a pre-existing sand and gravel pit that was closed in 1980. The Facility is located between the city of Inver Grove Heights and the city of South St Paul. This landfill will accept demolition debris waste materials. No industrial waste shall be accepted at the Dawnway Demolition Landfill. The Facility is divided into four separate filling phases to facilitate fill sequencing.

1.1.18 Variances

1.1.19 This Permit authorizes a variance from the prescriptive requirements of Minn. R. 7035.2825, subp. 8, item E to allow for previously approved final cover slopes.

1.1.20 This Permit recognizes the previously approved final cover slopes at the Dawnway Landfill that included top deck slopes of 2 percent and side slopes along the eastern edge of the landfill that range from 4-horizontal to 1-vertical to 5-horizontal to 1-vertical. During this Permit reissuance, the Permittee has not proposed any other changes to the previously approved final cover design.

1.1.21 Required Notices

1.1.22 The Permittee must notify the MPCA before transferring ownership or operation of a solid waste management facility during its operating life or during postclosure care period in accordance with Minn. R. 7035.2535, subp. 2.

1.2 Permit Documents

1.2.1 Approved Plans

1.2.2 The approved plans and engineering documents detailed in section 1.2.6 are incorporated into this Permit. In addition, once approved by the Commissioner, the Permittee shall comply with all submittals that are submitted in accordance with the terms of this Permit. In all cases where the Permit and the plans or submittals differ, the requirements of the Permit shall govern over a condition in the plan or submittal. The approval by the commissioner of the plans and specifications shall not release the Permittee from any present or subsequent requirements of statutes, rules, regulations, or ordinances.

1.2.3 Permit Application

1.2.4 The permit application approved by this Permit is signed and dated June 5, 2014.

TOTAL FACILITY

Permit Documents

1.2.5 Engineering Documents

1.2.6 The engineering documents approved by this Permit include, but are not limited to:

1. Engineering Report
2. Operational Report
3. Facility Design Considerations
4. Contingency Action Plan
5. Closure/Postclosure Plan
6. Engineering Plans/Drawings
7. Correspondence letter titled, Confirmation of Approved Design Variance, dated November 24, 2014

1.2.7 Hydrogeologic Evaluation Documents

1.2.8 The hydrogeologic evaluation documents approved by this Permit include, but are not limited to:

1. The hydrogeologic documents approved by the Permit include those found in a document originally submitted on February 8, 2001, and updated on January 14, 2002, and March 14, 2002, and in July 2002. Additionally the following documentation has been submitted:
2. Hydrogeologic Evaluation Form for Demolition Landfills, Foth Infrastructure and Environment, dated May 29, 2014
3. Correspondance to the MPCA from Foth Infrastructure, dated September 19, 2014
4. Correspondance to the MPCA from Foth Infrastructure, dated November 6, 2014

1.2.9 Revised Plans

1.2.10 Any revised plans shall be submitted for approval by the Commissioner. The Permittee shall obtain approval from the Commissioner on all revised engineering plans prior to construction of the affected portion of the Facility.

1.3 Design and Construction Criteria

1.3.1 Location Standards

1.3.2 The Permittee shall not locate, establish, or construct a solid waste management facility in areas designated in Minn. R. 7035.2555.

1.3.3 Groundwater Quality, Surface Water Quality, Air Quality, and Soil Protection

1.3.4 The Permittee shall construct the Facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the Facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. The Permittee shall design any proposed future expansions of the Facility in accordance with this rule.

TOTAL FACILITY

Design and Construction Criteria

1.3.5 Storage Standards

- 1.3.6 The Permittee shall construct the waste activity area where solid waste is stored in accordance with Minn. R. 7035.2855 except as provided in, subp. 1 and Minn. R. 7035.2525, subp. 2.

1.3.7 Stormwater Management System

- 1.3.8 The Permittee shall construct the stormwater management system for the Facility with Best Management Practices to manage stormwater discharge in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. The issuance of this Permit does not release the Permittee from the obligation to obtain an NPDES/SDS permit.

1.3.9 Construction Plan

- 1.3.10 The Permittee shall submit a construction plan to the Commissioner for approval prior to construction if the construction plan proposes any major revisions to the approved design.

1.3.11 Construction Notification

- 1.3.12 The Permittee shall notify appropriate MPCA staff at least ten (10) working days in advance of the construction of the Facility or any component thereof unless the Commissioner orders otherwise.

1.3.13 Construction Certification

- 1.3.14 The Permittee shall submit a construction certification for approval by the Commissioner in accordance with Minn. R. 7035.2610. A facility waste activity or any new design feature must not be placed into operation until the construction certification has been approved by the Commissioner.

1.3.15 Alterations and Additions

- 1.3.16 The Permittee shall not make any major alterations or additions to the Facility that would materially alter the manner in which waste is managed without first obtaining the written consent of the Commissioner.

1.4 Operating and Maintenance Criteria

1.4.1 Trained / Certified Operator

- 1.4.2 The Permittee shall ensure that the required number of operators, trained or certified under Minn. R. 7035.2545 and Minn. R. 7048.0100 to 7048.1300, are present and on duty at all times that the Facility is open for the purpose of receiving waste.

TOTAL FACILITY

Operating and Maintenance Criteria

1.4.3 Security

- 1.4.4 The Permittee shall prevent unauthorized entry onto the Facility in accordance with Minn. R. 7035.2535, subp. 3. In addition, the Permittee shall post a sign at the entrance of the Facility and each waste activity area showing the facility name, MPCA permit number, hours of operation, the acceptable waste, and any other relevant information.

1.4.5 Personnel Training

- 1.4.6 The Permittee shall establish and maintain a personnel training program consisting of classroom instruction and on-the-job training. The program must address the requirements identified in Minn. R. 7035.2545, subp. 3, and must include the specific training necessary to perform the tasks associated with each solid waste management area within the Facility. The Permittee shall maintain a record of all personnel training and submit the dates of training in the annual report.

1.4.7 Operations Manual

- 1.4.8 The Permittee shall prepare and maintain an operations and maintenance manual for the Facility. The manual must include operations and maintenance criteria that are specific to each solid waste management area within the Facility.

1.4.9 Roads

- 1.4.10 The Permittee shall construct and maintain all-weather approach and access roads to all waste activity areas within the Facility.

1.4.11 Storage of Solid Waste

- 1.4.12 The Permittee shall provide satisfactory storage for all solid waste accumulated at the Facility in accordance with Minn. R. 7035.0700 and Minn. R. 7035.2855.

1.4.13 Nuisance Conditions

- 1.4.14 The Permittee shall keep the Facility grounds and immediately adjacent property free of litter stemming from the Facility operations. The Facility grounds and adjacent property shall be inspected and cleared of all litter at least once per week.
- 1.4.15 The Permittee shall manage the Facility to be in compliance with Minn. R. 7011.0150 to prevent particulate matter from becoming airborne.
- 1.4.16 The Permittee shall manage all free liquids that have come in contact with solid waste so that the liquids are not discharged as stormwater.
- 1.4.17 The Permittee shall provide effective measures to control flies, rodents and other insects or vermin as necessary.

1.4.18 Collection and Transportation of Solid Waste

- 1.4.19 The Permittee shall provide for the proper collection and transportation of solid waste in accordance with Minn. R. 7035.0800.

1.4.20 Unacceptable Wastes

- 1.4.21 The Permittee shall not accept the wastes identified in Minn. R. 7035.2535, subp. 1 for treatment, storage, processing, or disposal.

TOTAL FACILITY

Operating and Maintenance Criteria

- 1.4.22 Loads containing only acceptable material may be deposited directly into the tipping area. Any load containing other materials or unacceptable materials must first be dumped in a Waste Screening Area to remove unacceptable materials prior to pushing the waste into the working face.

The Waste Screening Area does not need to be in a fixed location, but can be moved as the site is developed. The Waste Screening Area should be located within 50 feet of the active working face.

Upon discovery, unacceptable waste must be removed from the loads and stored appropriately. The unacceptable waste must then be transferred to an appropriate disposal facility.

1.4.23 Industrial Solid Waste

- 1.4.24 The Permittee shall manage industrial solid waste for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 5. The Permittee must include the information required by Minn. R. 7035.2575, subp. 2, items B and C in the annual report for each industrial waste accepted at the Facility.

1.4.25 Household Hazardous Waste

- 1.4.26 The Permittee shall manage household hazardous waste management for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 6.

1.4.27 Stormwater Management System

- 1.4.28 The Permittee shall operate and maintain the stormwater management system for the Facility with Best Management Practices to manage stormwater discharges in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity.

1.4.29 Groundwater Quality, Surface Water Quality, Air Quality, and Soil Protection

- 1.4.30 The Permittee shall operate and maintain the Facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565.

1.4.31 Emergency Equipment

- 1.4.32 The Permittee shall provide and maintain adequate emergency equipment at the Facility to control accidental fires, and make arrangements with the local fire protection agency to immediately acquire their services when needed. The Permittee shall also provide adequate communications equipment for emergency purposes.

1.4.33 Operating Record

- 1.4.34 The Permittee shall keep a written operating record at the Facility in accordance with Minn. R. 7035.2575.

TOTAL FACILITY

Operating and Maintenance Criteria

1.4.35 Self Inspections

1.4.36 The Permittee shall inspect the Facility in accordance with the schedule and items approved by the Commissioner as defined by Minn. R. 7035.2535, subp. 4. The Permittee must record inspections in an inspection log or summary and must keep these records for at least five (5) years.

1.4.37 Emergency Procedures Manual

1.4.38 The Permittee shall maintain a copy of the approved emergency procedures manual at the Facility for facility personnel to use in time of emergency.

1.4.39 Contingency Action Plan

1.4.40 The Permittee shall maintain a copy of the approved contingency action plan at the Facility.

1.4.41 Closure Plan

1.4.42 The Permittee shall maintain a copy of the approved facility closure plan, and all revisions to the plan, at the Facility until closure is completed and certified in accordance with Minn. R. 7035.2635, subp. 3.

1.4.43 Postclosure Plan

1.4.44 The Permittee shall maintain a copy of the approved postclosure care plan, and all subsequent amendments, until the postclosure care period begins. During the postclosure care period, the plan must be kept by the contact person identified in Minn. R. 7035.2645, subp. 2, item C.

1.5 Reporting Criteria

1.5.1 Annual Facility Report

1.5.2 The Permittee shall submit an annual facility report for the preceding calendar year in accordance with Minn. R. 7035.2585. When required of a waste activity, the report must include summary evaluation reports and specific annual reporting requirements. The Permittee must submit the report to the Commissioner according to the schedule in the Required Actions and Submittals Table(s) of this Permit.

1.5.3 An annual facility report for the preceding calendar year must be submitted to the Commissioner by February 1 of each year. The report must include the information identified in Minn. R. 7035.2585 and include summary evaluation reports and specific annual reporting requirements for each waste activity.

TOTAL FACILITY

Reporting Criteria

1.5.4 Electronic Data Reporting

1.5.5 The Permittee shall submit an electronic copy of all water quality monitoring data including groundwater, leachate and field data for each monitoring event. Electronic data must be submitted in the format outlined in the MPCA Solid Waste Program Electronic Laboratory Data Submittal Manual which can be found on the MPCA Solid Waste Permitting webpage at <http://www.pca.state.mn.us/waste/swpermits.html#data>. The schedule for submitting electronic copies of monitoring data shall follow the schedule outlined for monitoring reports as identified in the Required Actions and Submittals Table(s) of this Permit.

1.5.6 The Permittee shall submit a paper copy of all water monitoring reports as outlined in the Required Actions and Submittals Table(s) of this Permit unless otherwise specifically directed by the Commissioner.

1.5.7 Monitoring Station Location Information

1.5.8 The Permittee shall collect location and elevation data for all monitoring points. Location data must be submitted in latitude/longitude coordinates and the datum used must be identified. Elevation data for monitoring wells must include the elevation of the riser pipe and ground surface. The depth of wells from the riser pipe must also be identified. If existing data is being reported the surveying method and datum used to collect this information must be identified.

1.6 Contingency Action Criteria

1.6.1 Contingency Action Plan

1.6.2 The Permittee shall address all facility waste activities as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2615.

1.6.3 If a fire occurs in the waste deposit area, the Permittee shall immediately implement its contingency action plan to extinguish the fire.

1.6.4 Within 24 hours of discovery of the fire, the Permittee must provide notice to the MPCA that a fire has occurred and that the contingency action plan has been implemented. If the Permittee has not extinguished the fire within two weeks of notice, the Permittee shall again notify the MPCA and shall provide the name of the professional engineer that their Permittee has hired to develop a revised plan for further fire fighting efforts. The Permittee must submit the revised plan to the MPCA for review and approval within 15 days of the notice to the MPCA that a revised plan is being prepared. To be approved, their revised plan must identify the action that will be taken to extinguish that fire, including sources for materials and equipment and a timeline for implementation, and must be signed by a registered professional engineer. The Permittee must implement the revised plan upon approval by the MPCA.

1.6.5 Contingency Action Procedures

1.6.6 The Permittee shall implement the actions necessary to comply with the contingency action requirements in accordance with Minn. R. 7035.2615.

TOTAL FACILITY

Contingency Action Criteria

1.6.7 Emergency Preparedness and Prevention

1.6.8 The Permittee shall maintain and operate the Facility to minimize the possibility of a fire, explosion, or any release to air, land, or water of pollutants that threaten human health or the environment in accordance with Minn. R. 7035.2595.

1.6.9 Emergency Procedures

1.6.10 The Permittee shall take all reasonable containment measures during an emergency and submit a written report to the Commissioner in accordance with Minn. R. 7035.2605.

1.7 Closure Criteria

1.7.1 Facility Closure

1.7.2 The Permittee shall close each waste activity, or the entire Facility as appropriate, as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2625.

1.7.3 Closure Procedures

1.7.4 The Permittee shall perform closure for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2635.

1.7.5 The Permittee shall complete closure activities for the waste activity area in accordance with the closure plan within 180 days following the beginning of closure as specified in the closure procedures above.

1.8 Postclosure Criteria

1.8.1 Postclosure Plan

1.8.2 The Permittee shall comply with postclosure requirements as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2645.

1.8.3 Postclosure Care

1.8.4 The Permittee shall perform postclosure care for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2655, subp. 1.

1.8.5 Postclosure Use of Property

1.8.6 The Permittee shall comply with postclosure use of property requirements in accordance with Minn. R. 7035.2655, subp. 2.

1.9 Financial Criteria

1.9.1 Cost Estimates

1.9.2 The Permittee shall keep the current cost estimates for each waste activity at the Facility during the operating life in accordance with Minn. R. 7035.2685, subp. 2.

TOTAL FACILITY

1.10 General Conditions

1.10.1 Release

1.10.2 The MPCA's issuance of a permit does not release the Permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes, or regulations, or local ordinances including, but not limited to, those promulgated pursuant to Minn. Stat. chs. 115, 115A, 116, 400 and 473. This Permit shall be permissive only and shall not be construed as estopping or limiting any claims against the permittee, its agents, contractors, or assigns, nor as estopping or limiting any legal claims of the state against the permittee, its agents, contractors, or assigns for damages to state property, or for any violation of the terms of this Permit.

1.10.3 Future Changes

1.10.4 The MPCA's issuance of a permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or enforcement orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or enforcement orders against the Permittee.

1.10.5 Rights and Privilege

1.10.6 The Permit does not convey a property right or an exclusive privilege.

1.10.7 Enforcement

1.10.8 The MPCA's issuance of a permit does not obligate the MPCA to enforce local laws, rules or plans beyond that authorized by Minnesota Statutes.

1.10.9 Performance

1.10.10 The Permittee shall perform the actions or conduct the activity authorized by the Permit in accordance with the submittals and specifications approved by the MPCA and in compliance with the conditions of the Permit.

1.10.11 Operation and Maintenance

1.10.12 The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the Permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the Permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible.

TOTAL FACILITY

General Conditions

1.10.13 Honesty

1.10.14 The Permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the MPCA or the Commissioner by the Permit. The Permittee shall immediately upon discovery report to the Commissioner an error or omission in these records, reports, submittals or other documents.

1.10.15 Timely Information Submittal

1.10.16 The Permittee shall, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the Facility covered by the Permit or regarding the conduct of the activity covered by the Permit.

1.10.17 Access

1.10.18 When authorized by Minn. Stat. 115.04, 115B.17, subd. 4 and 116.091, and upon presentation of proper credentials, the MPCA, or an authorized employee or agent of the MPCA, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the Facility covered by the Permit or pertaining to the activity covered by the Permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the Facility covered by the Permit or pertaining to the activity covered by the Permit.

1.10.19 Discovery of Noncompliance

1.10.20 If the Permittee discovers, through any means, including notification by the MPCA, that noncompliance with a condition of the Permit has occurred, the Permittee shall take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance.

1.10.21 Notification of Noncompliance Involving an Imminent Threat

1.10.22 If the Permittee discovers that noncompliance with a condition of the Permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five (5) days of the discovery of the noncompliance, the Permittee shall submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

TOTAL FACILITY

General Conditions

1.10.23 Reporting of Noncompliance

1.10.24 The Permittee shall report noncompliance with the Permit not reported in the Notification of Noncompliance subheading above by submitting the information listed in Notification of Noncompliance within 30 days of the discovery of the noncompliance.

1.10.25 Alterations

1.10.26 The Permittee shall give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted Facility or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or condition of the Permit.

1.10.27 Transferability

1.10.28 The Permit is not transferable to any person without the express written approval of the MPCA after compliance with the requirements of Minn. R. 7001.0190. A person to whom the Permit has been transferred shall comply with the conditions of the Permit.

1.10.29 Responsibility for Damage

1.10.30 The Permit authorizes the Permittee to perform the activities described in the Permit under the conditions of the Permit. In issuing the Permit, the state and MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the Permit. To the extent the state and MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736.

1.10.31 Modifying or Revoking Permit

1.10.32 The Commissioner may commence proceedings to modify or revoke this Permit during its terms if cause exists under Minn. R. 7001.0170 to 7001.0180.

1.10.33 Severability

1.10.34 The provisions of this Permit are severable. If any provision of this Permit is held invalid, the remainder of this Permit shall not be affected.

1.10.35 Extensions

1.10.36 The Permittee may request an extension of the dates set forth in this Permit including the submittal and monitoring dates. The request must include justification for requesting the extension of the date. Based on the justification, the Commissioner may grant an extension.

1.10.37 Term of Permit

1.10.38 This Permit is valid until the expiration date unless revoked or modified by the MPCA pursuant to Minn. R. 7001.0170 to 7001.0180. To allow for adequate MPCA review time and to avoid possible termination of the Permit at the time the permit expires, an application for reissuance of the Permit must be submitted no later than 180 calendar days before the expiration date of the Permit.

TOTAL FACILITY

General Conditions

- 1.10.39 To allow for adequate MPCA review time and to avoid possible termination of the permit at the time the permit expires, an application for reissuance of the permit must be submitted to the Commissioner no later than 180 calendar days before the expiration date of the permit.

- 1.10.40 Make this a date requirement for 3,472 days after issuance

To allow for adequate MPCA review time and to avoid possible termination of the Permit at the time the Permit expires, an application for reissuance of the Permit must be submitted to the Commissioner no later than 180 calendar days before the expiration date of the Permit.

1.10.41 Retention of Records

- 1.10.42 The Permittee must maintain records of all groundwater monitoring data and groundwater surface elevations for the active life of the facility and each waste activity and, for disposal activities, for the postclosure care period. The Permittee must also maintain an operating record in accordance with Minn. R. 7035.2575 until closure of each waste activity at the Facility.

1.10.43 As-built Plans

- 1.10.44 The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has received a letter and as-built plans signed by the owner or operator and by an engineer registered in Minnesota certifying that the facility or modified portion of the facility has been constructed in compliance with the conditions of the Permit.

1.10.45 Construction Certification

- 1.10.46 The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has inspected the new facility or modified portion of the facility and has provided the owner or operator with a letter stating that the certification submitted is complete and approved.

1.10.47 Financial Assurance

- 1.10.48 The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has approved the financial assurance amount and instrument to be used for the facility in accordance with Minn. R. 7035.2665 to 7035.2805.

2. DEMOLITION DEBRIS DISPOSAL AREA DD 001

2.1 Design and Construction Criteria

2.1.1 Location Standards

- 2.1.2 The Permittee shall not locate any proposed future expansion of the Facility disposal area in an area with active karst features including sinkholes, disappearing streams, and caves; or where the topography, geology, or soil is inadequate for protection of ground or surface water.
- 2.1.3 In accordance with Minn. R. 7035.2825, subp. 9. H. a minimum separation distance of 50 feet must be maintained between the demolition debris fill boundaries and the property line.

2.1.4 Construction Requirements

- 2.1.5 The Permittee shall construct the phases, cells and water monitoring system of the demolition landfill in accordance with the approved plans and specifications.

2.1.6 Design Requirements

- 2.1.7 The Permittee shall design any proposed future expansions or modifications of the demolition debris disposal area in accordance with the design requirements outlined in Minn. R. 7035.2825, subp. 8.

2.1.8 Cover Design

- 2.1.9 The Permittee shall design any proposed future expansions of the Facility to include, at a minimum, the cover system requirements found in Minn. R. 7035.2825, subp. 11.

2.1.10 Water Monitoring Systems

- 2.1.11 The Permittee shall design and install a water monitoring system in compliance with Minn. R. 7035.2815, subp. 10.

2.2 Operating and Maintenance Criteria

2.2.1 Facility Classification

- 2.2.2 In accordance with the definitions identified in Section 1.1.1 of this Permit, this landfill is a Class I Demolition Landfill. This landfill may only accept "Acceptable Wastes" as listed below.

DEMOLITION DEBRIS DISPOSAL AREA DD 001

Operating and Maintenance Criteria

2.2.3 Non-acceptable Wastes

2.2.4 The following non-acceptable or prohibited wastes are materials that are chemically or biologically active and which have a high potential to leach chemical constituents or to generate gas. These wastes include, but are not limited to the following:

Adhesives (including applicators, containers, tubes); agricultural chemicals or containers; animal carcasses, parts or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes or wastes that could spontaneously combust or ignite other wastes due to high temperatures; batteries; caulking (including applicators, containers, tubes); recyclable cardboard; rolls of carpeting and padding; chemical containers; epoxy (including applicators, containers, tubes); fluorescent tubes and ballasts; food waste; glue (including applicators, containers, tubes); hazardous waste; high-intensity discharge lamps; household refuse or garbage; infectious waste; liquids (any type); machinery or engine parts; medical waste; mercury containing waste (thermostats, switches); paints, thinners, solvents, varnishes (including applicators, brushes, cans, containers, filters, dust collectors); lead based paint that is not adhered to the substrate; PCB containing waste; pesticide containers; petroleum products, containers or filters (including oil, grease, fuel); radioactive waste; resins - epoxy or fiberglass (including applicators, containers, tubes); sandblasting waste; sealants (including applicators, containers, tubes); septic tank pumpings; tar (including applicators, containers, tubes); tires; treated lumber (including decking, railroad ties, etc.); vehicles; and yard waste. This list is NOT all-inclusive.

2.2.5 Setback from Property Line

2.2.6 The Permittee shall maintain a minimum separation distance of 50 feet between the property line and the area where waste has been placed within the landfill.

2.2.7 Attenuation Zone

2.2.8 The Permittee shall maintain a minimum separation distance of five (5) feet between the base grade of each landfill cell, as identified in the approved plans, and the seasonal high water table.

2.2.9 Run-on / Run-off Control System

2.2.10 The Permittee shall maintain a run-on control system to prevent flow onto the waste activity area, and a run-off control system to collect and control at least the water volume resulting from a 24-hour, 10-year storm.

DEMOLITION DEBRIS DISPOSAL AREA DD 001

Operating and Maintenance Criteria

2.2.11 Phase Development

2.2.12 The Permittee shall develop the site in phases in accordance with the approved plans. Each phase must provide for filling in a manner to achieve final waste elevations as rapidly as possible. The phases must be designed and constructed to minimize moisture infiltration into the fill areas while maintaining stable slopes and appropriate operating conditions. The Permittee shall consider seasonal phases in order to accommodate the differences between wet and dry and warm and cold weather operations. The Permittee shall bring each phase to the final waste contours as shown on the approved phase development plans and close the phase according to the approved facility closure plan.

2.2.13 Staking of Fill Phases

2.2.14 The Permittee shall stake each fill phase of the landfill to establish the horizontal and vertical limits of the permitted area.

2.2.15 Waste Screening

2.2.16 The Permittee shall establish a Waste Screening Area (WSA) at the landfill, and must separate the WSA from the active working face. The WSA must be located within 50 feet of the active working face, and must be delineated by physical barriers such as logs, chains or cones.

2.2.17 The Permittee shall pre-inspect each load before it enters the waste disposal area. Loads containing more than minimal amounts of unacceptable materials should be diverted to another waste facility authorized to accept those materials. Loads that are allowed to enter the waste disposal area must be unloaded in the established WSA for the removal of unacceptable material prior to the placement of the waste in the working face for spreading and compaction. Unacceptable materials must be stored appropriately and transferred to an appropriate disposal facility at least once per week.

2.2.18 The Permittee shall not place more waste in the WSA than can be managed in one working day.

2.2.19 The use of a WSA is not required if the Permittee knows that the waste in the load has been screened for unacceptable materials at the point of generation or transfer. Direct disposal into the working face of the landfill is at the risk of the Permittee. Unacceptable material found in the active working face will be considered to have been "accepted" by the Facility.

2.2.20 Spreading and Compaction

2.2.21 The Permittee shall limit the disposal of wastes to as small an area as practical and must utilize appropriate equipment to confine wind-blown material within the area.

2.2.22 The Permittee shall spread all wastes to allow for adequate compaction, and must compact all wastes with a maximum three-to-one slope to reduce voids and airspaces within the landfill and to achieve maximum compaction.

DEMOLITION DEBRIS DISPOSAL AREA DD 001

Operating and Maintenance Criteria

2.2.23 Monthly Cover

2.2.24 The Permittee shall completely cover all waste on a monthly basis at a minimum.

2.2.25 Cover Material Stockpile

2.2.26 The Permittee shall maintain suitable cover material at the site. If suitable cover is not available on-site, cover material must be delivered to and stockpiled at the site.

2.2.27 Final Cover

2.2.28 The Permittee shall maintain the final cover system on all closed portions of the active waste disposal area in accordance with the approved plans and specifications.

2.2.29 Water Monitoring Systems

2.2.30 The Permittee shall maintain the integrity and functionality of the water monitoring network. The Permittee shall maintain a water monitoring system in compliance with Minn. R. 7035.2815, subp. 10.

2.3 Monitoring Criteria

2.3.1 Water Quality Monitoring

2.3.2 As outlined in Minn. R. 7035.2825, subp. 12, the Commissioner may require water quality monitoring for the disposal area.

2.3.3 Groundwater Performance Standards

2.3.4 The Permittee shall design, construct, operate, and maintain the disposal area to achieve compliance with the analytical limits set forth in the Limits Table(s) of this Permit. These limits are based upon the Minnesota Department of Health, Health Risk Limits (HRL), Health-Based Values (HBV), Risk Assessment Advice (RAA), and Maximum Contaminate Level (MCL) and replace the standards listed in Minn. R. 7035.2815, subp. 4, item F, as provided for in Minn. R. 7035.2815, subp. 4, item H.

2.3.5 Compliance Boundary

2.3.6 The Permittee shall establish compliance boundaries according to Minn. R. 7035.2815, subp. 4, items A through E. The compliance boundary is defined on sheet 3 of the Permit application dated June 2014, submitted by Foth Infrastructure and Environment.

2.3.7 Background Water Quality Monitoring

2.3.8 The Permittee shall determine the initial water quality in new monitoring points and monitoring systems, and perform background monitoring as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2815, subp. 14, item E.

DEMOLITION DEBRIS DISPOSAL AREA DD 001

Monitoring Criteria

2.3.9 Monitoring Protocol

2.3.10 The Permittee shall develop and keep current a written monitoring protocol for the disposal area as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2815, subp. 14, item G. The Permittee must ensure the protocol is followed during sampling and sample analysis.

2.3.11 Groundwater Quality Sampling and Analysis

2.3.12 The Permittee shall conduct groundwater quality sampling and analysis as specified in the plan identified in the approved plans and specifications, and in accordance with Minn. R. 7035.2815 subp. 14 and must include the monitoring stations identified in the Limits Table(s) of this Permit. The Permittee must conduct the sampling in accordance with the schedule shown in the Limits Table(s) of this Permit.

2.3.13 Exceedence of Intervention Limit

2.3.14 The Permittee shall take the actions listed in Minn. R. 7035.2815, subp. 4, item G if an intervention limit established in this Permit is exceeded.

2.4 Reporting Criteria

2.4.1 Routine Monitoring Reporting

2.4.2 The Permittee shall submit routine monitoring results to the Commissioner by the dates specified in the Required Actions and Submittals Table(s) of this Permit. The monitoring results must be accompanied by information sufficient to establish the reliability, precision, and accuracy of the reported values, including the requirements of Minn. R. 7035.2815, subp. 14, item P.

2.4.3 Annual Monitoring Evaluation

2.4.4 The Permittee shall submit an annual water monitoring evaluation report in accordance with Minn. R. 7035.2585 and 7035.2815, subp. 14, item Q. The Permittee shall submit the report to the Commissioner, as part of the annual facility report, according to the schedule in the Required Actions and Submittals Table(s) of this Permit.

2.4.5 Annual Waste Activity Report

2.4.6 An annual waste activity report for the demolition debris waste disposal area must be submitted by February 1 with the annual report. The report must include the specific items identified in Minn. R. 7035.2585 and 7035.2825, subp. 9, item K.

2.5 Postclosure Criteria

2.5.1 Postclosure Care

2.5.2 The post-closure care period shall be a minimum of twenty years starting on the date the Commissioner approves the Facility's final closure certification report.

DEMOLITION DEBRIS DISPOSAL AREA DD 001

2.6 Financial Criteria

2.6.1 Financial Assurance

- 2.6.2 As outlined in Minn. R. 7035.2825, subp. 13, the Commissioner may require the Permittee to obtain financial assurance for the proper operation, closure, postclosure care, and corrective actions at the disposal area.

LIMITS TABLE

Comments:

Standard Landfill Monitoring Periods:
Spring: Mar-14 to Apr-21
Summer: Jun-21 to Jul-31
Fall: Oct-21 to Nov-21

Facility: Dawnway Demolition Landfill
Permit SW-303

This Limits Table applies to the following stations:

MW-1R, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9

Analyte	CAS/EMMI#	Intervention Limit	Units	Frequency	Comments
1,1,1,2-Tetrachloroethane	630-20-6	17.5	ug/L	Spring and Fall	
1,1,1-Trichloroethane	715-56	50.0	ug/L	Spring and Fall	
1,1,2,2-Tetrachloroethane	793-45	0.5	ug/L	Spring and Fall	
1,1,2-Trichloroethane	790-05	0.75	ug/L	Spring and Fall	
1,1,2-Trichlorotrifluoroethane	761-31	50,000.0	ug/L	Spring and Fall	
1,1-Dichloroethane	753-43	25.0	ug/L	Spring and Fall	
1,1-Dichloroethylene;(Vinylidene chloride)	753-54	50.0	ug/L	Spring and Fall	
1,1-Dichloropropene	563-58-6	-	ug/L	Spring and Fall	
1,2-(trans-) Dichloroethylene	156-60-5	10.0	ug/L	Spring and Fall	
1,2,3-Trichlorobenzene	876-16	-	ug/L	Spring and Fall	
1,2,3-Trichloropropane	961-84	0.00075	ug/L	Spring and Fall	
1,2,4-Trichlorobenzene	120-82-1	1.0	ug/L	Spring and Fall	
1,2,4-Trimethylbenzene	956-36	25.0	ug/L	Spring and Fall	
1,2-Dibromoethane;(Ethylene dibromide); EDB	106-93-4	0.001	ug/L	Spring and Fall	
1,2-Dichlorobenzene (ortho-)	955-01	150.0	ug/L	Spring and Fall	
1,2-Dichloroethane	107-06-2	0.25	ug/L	Spring and Fall	
1,2-Dichloroethylene (cis-)	156-59-2	1.5	ug/L	Spring and Fall	
1,2-Dichloropropane	788-75	1.25	ug/L	Spring and Fall	
1,3,5-Trimethylbenzene	108-67-8	25.0	ug/L	Spring and Fall	
1,3-Dichlorobenzene (meta-)	541-73-1	-	ug/L	Spring and Fall	
1,3-Dichloropropane	142-28-9	-	ug/L	Spring and Fall	
1,4-Dichlorobenzene (para-)	106-46-7	2.5	ug/L	Spring and Fall	
2,2-Dichloropropane	594-20-7	-	ug/L	Spring and Fall	
2-Chlorotoluene (ortho-)	954-98	-	ug/L	Spring and Fall	
4-Chlorotoluene (para-)	106-43-4	-	ug/L	Spring and Fall	
Acetone	676-41	250.0	ug/L	Spring and Fall	
Alkalinity, Total as CaCO3	T-0-05	-	mg/L	Fall	
Allyl chloride; (3 chloropropene)	107-05-1	7.5	ug/L	Spring and Fall	
Ammonia Nitrogen	766-44-17	-	mg/L	Fall	
Antimony	744-03-60	1.5	ug/L	Fall	
Appearance	1	-	N/A	Spring and Fall	Field and lab

LIMITS TABLE

Standard Landfill Monitoring Periods:
Spring: Mar-14 to Apr-21
Summer: Jun-21 to Jul-31
Fall: Oct-21 to Nov-21

Facility: Dawnway Demolition Landfill
Permit SW-303

Comments:

This Limits Table applies to the following stations:
MW-1R, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9

Analyte	CAS/EMM#	Intervention Limit	Units	Frequency	Comments
Arsenic	744-03-82	2.5	ug/L	Fall	
Barium	744-03-93	500.0	ug/L	Fall	
Benzene	714-32	0.5	ug/L	Spring and Fall	
Boron	744-04-28	250.0	ug/L	Spring and Fall	
Bromobenzene	108-86-1	-	ug/L	Spring and Fall	
Bromochloromethane (Chlorobromomethane)	749-75	-	ug/L	Spring and Fall	
Bromodichloromethane (Dichlorobromomethane)	752-74	1.5	ug/L	Spring and Fall	
Bromoform	752-52	10.0	ug/L	Spring and Fall	
Bromomethane (Methyl bromide)	748-39	2.5	ug/L	Spring and Fall	
Cadmium	744-04-39	0.125	ug/L	Spring and Fall	
Calcium	744-07-02	-	mg/L	Fall	
Carbon tetrachloride	562-35	0.25	ug/L	Fall	
Cation-Anion Balance	F84-1 -	-	%	Spring and Fall	
Chloride	168-87-006	-	mg/L	Fall	
Chlorobenzene; (monochlorobenzene)	108-90-7	25.0	ug/L	Spring and Fall	
Chlorodibromomethane; (Dibromochloromethane)	124-48-1	2.5	ug/L	Spring and Fall	
Chloroethane	750-03	-	ug/L	Spring and Fall	
Chloroform	676-63	7.5	ug/L	Spring and Fall	
Chloromethane; (Methyl chloride)	748-73	-	ug/L	Spring and Fall	
Chromium	744-04-73	25.0	ug/L	Fall	
cis-1,3-Dichloropropene	100-61-015	0.5	ug/L	Spring and Fall	
Copper	744-05-08	250.0	ug/L	Fall	
Cumene; (Isopropylbenzene)	988-28	75.0	ug/L	Spring and Fall	
Dibromochloropropane; (DBCP)	961-28	0.05	ug/L	Spring and Fall	
Dibromomethane; (Methylene bromide)	749-53	-	ug/L	Spring and Fall	
Dichlorodifluoromethane	757-18	175.0	ug/L	Spring and Fall	
Dichlorofluoromethane	754-34	-	ug/L	Spring and Fall	
Dichloromethane; (Methylene chloride)	750-92	1.25	ug/L	Spring and Fall	
Dissolved Oxygen, Field	T-1-05	-	mg/L	Spring and Fall	
Dissolved Solids, Total	C-0-10	-	mg/L	Fall	
Eh (Oxidation potential)	4	-	mV	Spring and Fall	Field

LIMITS TABLE

Comments:

Standard Landfill Monitoring Periods:
Spring: Mar-14 to Apr-21
Summer: Jun-21 to Jul-31
Fall: Oct-21 to Nov-21

Facility: Dawnway Demolition Landfill
Permit SW-303

This Limits Table applies to the following stations:
MW-1R, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9

Analyte	CAS/EMMI#	Intervention Limit	Units	Frequency	Comments
Ethyl benzene	100-41-4	12.5	ug/L	Spring and Fall	
Ethyl ether	602-97	50.0	ug/L	Spring and Fall	
Hexachlorobutadiene	876-83	0.25	ug/L	Spring and Fall	
Iron	743-98-96	-	ug/L	Fall	
Lead	743-99-21	-	ug/L	Fall	
Magnesium	743-99-54	-	ug/L	Fall	
Manganese	743-99-65	25.0	ug/L	Fall	
Mercury	743-99-76	0.5	ug/L	Fall	
Methyl ethyl ketone (MEK)	789-33	1,000.0	ug/L	Fall	
Methyl isobutyl ketone; (4-Methyl-2-pentanone)	108-10-1	75.0	ug/L	Spring and Fall	
Methyl tertiary-Butyl Ether (MTBE)	163-40-44	15.0	ug/L	Spring and Fall	
Molybdenum	743-99-87	-	ug/L	Fall	
Naphthalene	912-03	17.5	ug/L	Spring and Fall	
n-Butyl Benzene	104-51-8	-	ug/L	Spring and Fall	
Nitrate + Nitrite	C-0-05	2,500.0	ug/L	Fall	
n-Propyl benzene	103-65-1	-	ug/L	Spring and Fall	
pH	C-0-06	-	SU	Spring and Fall	Field and lab
p-Isopropyltoluene	998-76	-	ug/L	Spring and Fall	
Potassium	744-00-97	-	ug/L	Fall	
sec-Butyl Benzene	135-98-8	-	ug/L	Spring and Fall	
Selenium	778-24-92	7.5	ug/L	Fall	
Sodium	744-02-35	-	ug/L	Fall	
Specific Conductance	C-0-11	-	umho/cm	Spring and Fall	Field and lab
Static Water Level (Elevation, MSL)	PCA-00-1	-	ft	Spring and Fall	
Styrene	100-42-5	25.0	ug/L	Spring and Fall	
Sulfate	148-08-798	-	mg/L	Fall	
Suspended Solids, Total	C-0-09	-	mg/L	Fall	
Temperature	T-1-21	-	Deg C	Spring and Fall	Field and lab
tert-Butyl Benzene	980-66	-	ug/L	Spring and Fall	
Tetrachloroethylene; (Perchloroethylene)	127-18-4	0.25	ug/L	Spring and Fall	
Tetrahydrofuran	109-99-9	-	ug/L	Spring and Fall	

LIMITS TABLE

Comments:

Standard Landfill Monitoring Periods:
 Spring: Mar-14 to Apr-21
 Summer: Jun-21 to Jul-31
 Fall: Oct-21 to Nov-21

Facility: Dawnway Demolition Landfill
 Permit SW-303

This Limits Table applies to the following stations:
 MW-1R, MW-2, MW-5, MW-6, MW-7, MW-8, MW-9

Analyte	CAS/EMMI#	Intervention Limit	Units	Frequency	Comments
Toluene	108-88-3	50.0	ug/L	Spring and Fall	
Trichloroethylene; (TCE)	790-16	0.1	ug/L	Spring and Fall	
Trichlorofluoromethane	756-94	500.0	ug/L	Spring and Fall	
Turbidity, Field	G-0-19	-	NTU	Spring and Fall	
Vinyl chloride; (chloroethene)	750-14	0.05	ug/L	Spring and Fall	
Xylenes (mixture of o,m,p)	133-02-07	2,500.0	ug/L	Spring and Fall	
Zinc	744-06-66	500.0	ug/L	Spring and Fall	

Required Actions and Submittals Table

Facility: Dawnway Demolition Landfill
 Permit SW-303
 Action: PER007

Subject Item I.D. Total Facility

Required Actions/Submittals

Frequency/Due Date	Action or Submittal	Requirement
09-SEP-24	Submit Permit Application	To allow for adequate MPCA review time and to avoid possible termination of the permit at the time the permit expires, an application for reissuance of the permit must be submitted to the Commissioner no later than 180 calendar days before the expiration date of the permit.
Annually	Submit Annual Facility Report	An annual facility report for the preceding calendar year must be submitted to the Commissioner by February 1 of each year. The report must include the information identified in Minn. R. 7035.2585 and include summary evaluation reports and specific annual reporting requirements for each waste activity.

Subject Item I.D. DD001

Required Actions/Submittals

Frequency/Due Date	Action or Submittal	Requirement
Annually	Submit Annual Waste Activity Report	An annual waste activity report for the demolition debris waste disposal area must be submitted by February 1 with the annual report. The report must include the specific items identified in Minn. R. 7035.2585 and 7035.2825, subp. 9, item K.
Annually	Submit Annual Water Monitoring Evaluation Report	An annual water monitoring evaluation report must be submitted by February 1 of each year. The report must include a summary and discussion of the monitoring results for the preceding calendar year.
Annually	Submit Autumn Water Monitoring Report	An autumn water monitoring report must be submitted by February 1 of each year. The water monitoring results must be accompanied by information sufficient to establish the reliability, precision, and accuracy of the reported values, including the requirements of Minn. R. 7035.2815, subp. 14, item P.
Annually	Submit Spring Water Monitoring Report	A spring water monitoring report must be submitted by June 30 of each year. The water monitoring results must be accompanied by information sufficient to establish the reliability, precision, and accuracy of the reported values, including the requirements of Minn. R. 7035.2815, subp. 14, item P.

Waste Capacity Table

Facility: Dawnway Demolition Landfill
Permit SW-303
Action: PER007

WA ID	Waste Activity Type	Status	Permitted Area Units	Permitted Capacity Units	Design Capacity Units	Comments
DD001	Demolition Debris Disposal Area	Open	29.00 acres	4,023,280.00 cubic yards	4,023,280.00 cubic yards	June 2014 permit reissuance



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Downing landfill

Accompanied by:

Photos/Samples Taken: Yes ☒ No ☐

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Working face clean & well inspected.
They have been doing some concrete repair work
the working face.
Very little activity.
No violation found.

Facility Representative's Signature

Inspector's Signature



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ATTN: NICK
Dakota

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Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawson Co. 1611
Accompanied by

Photos/Samples Taken Yes No

8/18/08
Inspection Date

Last Inspection Date

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Corrective Actions - Compliance Dates - Remarks

Building out
SW corner

Cover is good

Drainage is
good

No violations found

Solid Waste Inspection Report

General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Pre-closure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Septage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
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33. Scavenging/animal feeding
34. Leachate production
35. Water table/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

Sanitary Facilities

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unfilled area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

Operational Facilities

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication
67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use
70. Failure to comply with requirements
71. Failure to submit application
72. Failure to disclose
73. Failure to comply with requirements
74. Plan required
75. Except industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
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82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Inspector's Signature



MSW, Paper, Cardboard, Plastic, Glass and Tires only



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Deer Run Demolition
Accompanied by *Landfill*

Photos/Samples Taken: Yes ☒ No ☐

2/18/09
Inspection Date

1/1
Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

*Owner refused
to work.*
*Very little
activity on site.*

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
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13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
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41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
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52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
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80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature



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Inspector's Signature



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Land Disposal Facilities

Facility Name and Type:

Danbury Landfill

Accompanied by:

Not

Photos/Samples Taken: Yes No

6/17/09

Inspection Date

2/18/09

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

400 cu yds. of
scrap metal removed
by a scrap Co.

Using a track hoe
to remove metal.

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
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B. Operational Requirements

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C. Sanitary Landfill

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60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
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E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
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G. Non-Conforming Sites

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83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

No violations found.

Site is very busy - constant flow of trucks.

Facility Representative's Signature



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Inspector's Signature



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Land Disposal Facilities

Facility Name and Type:

Danway Landfill OV

Accompanied by:

NAT

Photos/Samples Taken: Yes No

9/12/07

Inspection Date

1/1
Last Inspection Date

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Corrective Actions - Compliance Dates - Remarks

Reaching so end
of landfill area

will have to
relocate pipeline
at so end of
site to continue
much farther.

Site looks good
Dyke is good.
Grading looks good

Still pulling out scrap metal. They report a
good recovery of metal.

Facility Representative's Signature



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Solid Waste Inspection Report

A. General Requirements

1. County license required
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B. Operational Requirements

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43. Lift height
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45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
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D. Demolition Landfill

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63. Public use exclusion
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65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
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69. Restricted use

F. Qualified Clean Fill

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G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

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76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Dowdway Debris

Accompanied by:

Don't Shores

Photos/Samples Taken: Yes ☐ No ☐

Sunny - 60°

3/23/10

Inspection Date

1/1
Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

*Working Area 100's
OK*

Very slow today

*Leachate seep along
bank road only*

*Top of windbreak slope. soil will be disturbed
around top 12 stop lines this afternoon
soil appears to be melting snow.*

Not done

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Water table/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals
48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Inspector's Signature



10% Post Consumer Waste Recycled Carbonless



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Dawnway Demo

Accompanied by:

Photos/Samples Taken: Yes No

Clouds/Rain ~60°

6/8/10

Inspection Date

3/23/10

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face looks
OK

Cracks appear adequate

Some minor erosion at toe of slope north of Haul
road. Not bad yet but should be watched

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature



10% Post Consumer Waste Recycled Cardboard

Inspector's Signature



Dakota County Environmental Management
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Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Danway Demo

Accompanied by:

Photos/Samples Taken: Yes No

Cloudy

78°

8/13/10

Inspection Date

6/18/10

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Very heavy rain last night - over 3 inches

Toe of slope north of haul road is having some soil washed away

exposed water table. Soil may be possible to recover this way to. At the top of this slope there is significant storm water flow that is eroding the cover all the way down the slope. Storm water is flowing to one area that may need some rip-rap or other means to slow water & dissipate energy.

Working face looks OK.

Solid Waste Inspection Report

A. General Requirements

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8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
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13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste fire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

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63. Public use exclusion
64. Prohibited wastes
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66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

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75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Inspector's Signature



100% Post Consumer Waste Recycled Carbonless



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Downway Demo

Accompanied by:

Photos/Samples Taken: Yes ☒ No ☐

Berny Gold - 2

12/14/10

Inspection Date

9/20/10

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face OK

Only 1 load in
past two days

Leachate covered w/
heavy sand

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
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7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
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13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
 46. Notification for final inspection
 47. Report submittals
- ### C. Sanitary Landfill
48. Surcharge fees/reports
 49. Water monitoring
 50. Daily cover
 51. Intermediate cover
 52. Immediate covering of putrescibles
 53. Failure to accept solid waste
 54. Prohibited waste
 55. Fire control
 56. Hours of operation
 57. Acceptance from Unlicensed haulers
 58. Disposal on unlined area
 59. Acceptance of unprocessed MSW
 60. Weighing required
 61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature



10% Post Consumer Waste Recycled Carbonless

Inspector's Signature



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Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type:

Dawnway Demo

Accompanied by:

Photos/Samples Taken: Yes No

See - 280

6/27/11

Inspection Date

5/19/11

Last Inspection Date

Based on an inspection this day the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face looks
OK

Stacks of concrete
to be crushed has
be reduced and
large stacks of
chips & fines
are a problem

Soil is being brought in

Intermediate cover on sides look OK

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure Plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover

45. Adequate topsoil and vegetation
46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling of radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Alan Burt

Inspector's Signature

Tony Maier



100% Post Consumer Waste Recycled Carbonless



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Downway Demolition
Accompanied by:

Photos/Samples Taken: Yes ☒ No ☐

9/27/11 8/17/11
Inspection Date Last Inspection Date

Based on an inspection this day, the checked items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions, Compliance Dates, Remarks

Working face looks OK

Filling is north of haul road

Black dirt is being screened

Waste looks OK and much of it is from demolition of Brookdale Mall

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing and closure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Watercicle heifers
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vehicle maintenance/financial assurance
42. Working face supervision/Attendant on duty
43. Lid height
44. Final elevation cover
45. Adequate topsoil/vegetation

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed handler
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. In acceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Final manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as raw material

Facility Representative's Signature

Amber

Inspector's Signature

Terry Muller



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Downway Films

Accompanied by:

Steve Burke

Photos/Samples Taken: Yes No

Sunny 235°

11/29/11

Inspection Date

9/27/11

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working Case
Looks OK

Waste is being
filled to the
last and then
it will go
South

Roads are creating some dust but the City has turned
off water.

Overall looks pretty good.

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. Access roads
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Erosion control
18. Fire fighting facilities
19. First aid supplies
20. Potable water supply
21. Equipment storage
22. Adequate Traffic waiting area
23. Containment
24. Access control
25. Vehicle control
26. Adequate primary and reserve equipment
27. Signs
28. Visual screening
29. Picking up
30. Record keeping
31. Filing of records
32. Open burning
33. Storage of materials
34. Leachate production
35. Separation from the property line
36. Working face containment
37. Solid waste compaction
38. Sanitary disposal
39. Waste tire management/prohibited disposal
40. Working face supervision/Attendant on duty
41. Final elevation cover
42. Final elevation cover
43. Adequate erosion control

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Licensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. In acceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest required at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of industrial Waste as cover material

Facility Representative's Signature

Steve Burke

Inspector's Signature

Terry Miller



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnway Demolition

Accompanied by:

Photos/Samples Taken: Yes ☒ No ☐

Sunny 60°

3/13/12

Inspection Date

11/29/11

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face OK

Frost is coming out so there is a little standing water on top

Some concrete has been crushed and is stored piled

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Waterable bedrock
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors odor dust litter public nuisance control
42. Working face supervision/Attendant on duty
43. Filling height
44. Final elevation cover
45. Adequate erosion protection

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed handlers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
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69. Restricted use

F. Qualified Clean Fill

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71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

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81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Jim Beir

Inspector's Signature

Terry Muller



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley, MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnuxy Demo

Accompanied by:

Photos/Samples Taken: Yes/No

Sunny 52°

5/9/12

3/13/12

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face
looks OK

Large pile of
metal at
~~top~~ toe of slope

Landfill has some minor piling due to rain this week - does
not appear to be a problem

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with application plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electric power
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public opinion
30. Record keeping
31. Filing or disclosure notice
32. Open burning
33. Staggering animal feeding
34. Leachate production
35. Warrantable business
36. Separation from the property line
37. Working face management
38. Solid waste compaction
39. Surface water drainage
40. Waste fire management/prohibited disposal
41. Access to and from public nuisance control
42. Working face supervision/Attendant on duty
43. Litter height
44. Final elevation cover
45. Adequate topsoil restoration

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Alan Bair

Inspector's Signature

Tony Muller



Dakota County Environmental Management
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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Downway Demo

Accompanied by:

Photos/Samples Taken: Yes ☐ No ☒

Sunny 1st

6-29-12

5-9-12

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Please I was
revised letter
on 6/26/12

Working face looks
ok

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical safety
18. Fire fighting facilities
19. Pest and equipment
20. Potable water supply
21. Equipment storage
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Storage
28. Visual screening
29. Public signage
30. Record keeping
31. Filing of closure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Water table feedback
36. Separation from the property line
37. Working face management
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vector control/pests - other public nuisance control
42. Working face supervision/Attendant on duty
43. Ear height
44. Final elevation cover
45. Aesthetic issues - odor

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance or acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Local Industrial Waste Association

Facility Representative's Signature

Chris B...

Inspector's Signature

Terry Muller



Dakota County Environmental Management
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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnway Demo

Accompanied by:

Photos/Samples Taken: Yes No

Paul Sun ~ 80°

9/6/12

6/29/12

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face looks
OK

Soil being screened
on top in north
Phase

Hard road has
been moved to make room for new fill area

Crushed concrete stock pile is much smaller

Overall looks OK

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public disposal
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Stacking and material handling
34. Leachate production
35. Waterable bedrock
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors and dust and public nuisance control
42. Working face supervision/Attendant on duty
43. Fill height
44. Final elevation cover
45. Adequate disposal of vegetation

46. Notification for final inspection
47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance or acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

Jim Bin

Inspector's Signature

Terry Muller



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnway Demo

Accompanied by:

Photos/Samples Taken: ☒ Yes ☐ No

Sunny ~65°

9/25/12

9/6/12

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face OK

Intermediate cover
OK

Concrete crushing
equipment is in the facility

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public complaint
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Watertable bedrock
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Litter height
44. Final elevation cover
45. Adequate housekeeping equipment

46. Notification for final inspection

47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Waiver monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited area
55. Fire control
56. Hours of operation
57. Acceptance from Unlicensed haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance or acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

[Signature]

Inspector's Signature

Terry Muller



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnuxy Demolition
Accompanied by

Photos Samples Taken: Yes No

Fast Sun -38°

1 10 13 9 25/12

Inspection Date Last Inspection Date

Based on an inspection this day, the inspector
deems certain violations that must be corrected
by the next routine inspection or such period of
time as may be specified in writing on this form.
Failure to comply with any time limits may
be cause for suspension of this and other related
permits and/or other enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face
OK.

Owner looks OK

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public opinion
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Watertable bedrock
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vector odor dust litter public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover
45. Adequate natural vegetation

46. Notification for final inspection

47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature Ali Bain Inspector's Signature Terry Mulla



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Downway Demo

Accompanied by:

Mike Lynn / Kristi Wilman

Photos Samples Taken Yes No

Sunny m. 3x

3/27/13

1/10/13

Inspection Date

Last Inspection Date

Inspection of an inspection this day, the circled items identify violations that must be corrected at the next routine inspection or such period of time as may be specified in writing on this form. It is the responsibility of the facility to comply with any time limits for correction specified in this and other related notices. Failure to comply may result in further enforcement action.

Corrective Actions - Compliance Dates - Remarks

Working face looks
OK

Pretty busy at time
of inspection

Slope immediately
north of haul road
needs additional cover

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Preclosure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging and mal feeding
34. Leachate production
35. Waterable bedrock
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Litter height
44. Final elevation cover
45. Adequate erosion vegetation

46. Notification for final inspection
47. Report submittal

C. Sanitary Landfill

48. Surcharge fees/reports
49. Acceptance forms
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Storing hazardous materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Permitted wastes
65. Site security
66. Pre and post eradication

E. Special Waste Landfill

67. Unworkable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Amendment approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Failure to list a Waste as contaminated

Facility Representative's Signature

[Signature]

Inspector's Signature

Terry Muller



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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Downway Demo

Accompanied by:

Photos Samples Taken - Yes ☒ No ☐

May 10

5/24/13 3/27/13

Initial Date Last Inspection Date

Inspection of this facility may be conducted at any time. Inspections may be scheduled at the discretion of the Department of Environmental Management. Inspections may be scheduled at any time. Inspections may be scheduled at any time. Inspections may be scheduled at any time.

Corrective Actions - Compliance Dates - Remarks

Working area OK
no more work
and road work
done on road
no more work
no more work
no more work

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special permit conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assistance
10. Insurance
11. Insurance
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment storage
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public display
30. Record keeping
31. Posting of site information
32. Open burning
33. Salvaging and reuse
34. Leachate production
35. Watertable bores
36. Separation from the property line
37. Working area management
38. Solid waste compaction
39. Waste management prohibited disposal
40. Waste management/prohibited disposal
41. Ventilation and dust control
42. Working face supervision/Attendant on duty
43. Air height
44. Final elevation cover
45. Adequate topsoil replacement

46. Notification for final inspection
47. Report submittal

C. Sanitary Landfill

48. Surcharge fees/reports
49. Daily cover
50. Daily cover
51. Immediate covering of putrescibles
52. Immediate covering of putrescibles
53. Prohibited waste
54. Prohibited waste
55. Hours of operation
56. Hours of operation
57. Disposal on unlined area
58. Disposal on unlined area
59. Weighing required
60. Weighing required

D. Demolition Landfill

61. Public use exclusion
62. Public use exclusion
63. Site security
64. Site security
65. Site security

E. Special Waste Landfill

66. Adequate waste characterization
67. Adequate waste characterization
68. Adequate waste characterization

F. Qualified Clean Fill

69. Failure to submit application
70. Failure to submit application
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to comply with requirements
73. Failure to comply with requirements
74. Failure to comply with requirements

H. Industrial Waste Management

75. Exempt industrial waste records available
76. Exempt industrial waste records available
77. Amendment to application required
78. Amendment to application required
79. Deviation from acceptance levels/review procedures
80. Deviation from acceptance levels/review procedures
81. Load inspection and review
82. Load inspection and review
83. Rejection notification
84. Rejection notification
85. Reporting requirements
86. Reporting requirements

Facility Representative's Signature

Mike

Inspector's Signature

Terry Muller



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
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Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawnway Demo

Accompanied by

M. J. [unclear]

Photographs Taken: Yes No

6/27/13 5/24/13

Inspection Date: Last Inspection Date

At the time of inspection, this facility was found to be in compliance with all applicable rules and regulations. No violations were observed. The facility representative was present and provided all necessary information. The inspection was conducted in accordance with the rules and regulations of the Minnesota Department of Natural Resources.

Corrective Actions - Compliance Dates - Remarks

Leachate seeps
on May have been
repaired

haul road has been paved with road millings

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special permit conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Post closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. Public information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment storage
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Storage
28. Visual screening
29. Public dropped
30. Record keeping
31. Posting of disclosure notice
32. Open burning
33. Storing of material burning
34. Leachate production
35. Weathering methods
36. Separation from the property line
37. Working face containment
38. Solid waste compaction
39. Surface water channeling
40. Waste tire management/prohibited disposal
41. Vehicles and fuel for public use
42. Working face supervision/Attendant on duty
43. Litter height
44. Final elevation cover
45. Adequacy of [unclear]

46. Notification for final inspection

C. Sanitary Landfill

48. Surcharge fees/reports
50. Daily cover
52. Immediate covering of putrescibles
54. Prohibited waste
56. Hours of operation

58. Disposal on unlined area

60. Weighing required

62. Handling of waste materials

D. Demolition Landfill

63. Public use exclusion

65. Site security

67. [unclear]

E. Special Waste Landfill

68. Adequate waste characterization

70. [unclear]

F. Qualified Clean Fill

71. Failure to submit application

G. Non-Conforming Sites

73. Failure to comply with requirements

H. Industrial Waste Management

74. [unclear]

75. Exempt industrial waste records available

77. Amendment to application required

79. Deviation from acceptance levels/review procedures

81. Load inspection and review

83. Rejection notification

85. Reporting requirements

Facility Representative's Signature

[Signature]

Inspector's Signature

Terry Muller



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dunaway DLF - C/P

Accompanied by

Steve / Lake

8 27 13

Inspection Date

Facility Address

Corrective Actions - Compliance Dates - Remarks

NO VIOLATION
NOTES/REMARKS

Working face

① Concrete block

② Wall

③ Rebar

④ Wood pallets

New marked out

holding pond

From gate

West perspective

North perspective

South perspective

East perspective

Good material

close

to gate

Good material

close

to gate

Good material

close

to gate

Solid Waste Inspection Report

A. General Requirements

1. County license required - OK
2. Local/MPCA permit/approval - OK
3. Failure to notify Department of significant changes in operation - OK
4. Closure Plan submittal/update - OK
5. Closure/post closure financial assurance - OK
6. Insurance - OK
7. Inspection access - OK
8. Duty to notify when hazardous waste delivered - OK

B. Operational Requirements

16. Litter control equipment - OK
18. Fire fighting facilities - OK
20. Potable water supply - OK
22. Adequate Traffic waiting area - Asphalt
24. Access control - OK
26. Adequate primary and reserve equipment - OK
28. Visual screening - OK
30. Record keeping - DNF
32. Open burning - NONE
34. Leachate production - NONE observed
36. Separation from the property line - DNF
38. Solid waste compaction - OK
40. Waste tire management/prohibited disposal - NONE
42. Working face supervision/Attendant on duty - OK
44. Final elevation cover - Regrading

46. Notification for final inspection
47. Report submittal

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water management
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fee control
56. Hours of operation
57. Acceptance from the landfill use facility
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover - OK
63. Public use exclusion - OK
64. Disposal of waste - OK
65. Site security - OK

E. Special Waste Landfill

66. Adequate waste characterization
67. Residue control

F. Qualified Clean Fill

68. Failure to comply with requirements
69. Failure to submit application

G. Non-Conforming Sites

70. Failure to comply with requirements
71. Failure to comply with requirements

H. Industrial Waste Management

72. Plan required - OK
73. Exempt industrial waste records available - OK
74. Approval of application by Department - OK
75. Amendment to application required - OK
76. Exemption and acceptance level - OK
77. Deviation from acceptance levels/review procedures - OK
78. Load inspection and review - OK
79. Rejection notification - OK
80. Record keeping - OK
81. Reporting requirements - OK

Facility Representative's Signature: Shawn R. Bueche Inspector's Signature: [Signature]



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Land Disposal Facilities

Facility Name and Type

Winnipeg Landfill
Accompanied by:

Photos/Samples Taken: Yes ☒ No ☐

11/16/18 1/1
Inspection Date Last Inspection Date

Based on an inspection this day, the checked items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates
Remarks

Winnipeg Landfill
2 signs to be posted
on the site
see photo

Shovel raised at
entrance and
gate
see photo

Very little till drainage up to 100 feet here.

Water level does have temporary rise in it.

No water.

Facility Representative's Signature

Inspector's Signature

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPLA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submitted/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Environmental Requirements

15. Sanitary facilities
16. Filter control equipment
17. Electrical service
18. Windblowing facilities
19. First aid equipment
20. Portable water supply
21. Equipment shelter
22. Adequate traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging animal feeding
34. Leachate production
35. Watertable bedrock
36. Separation from the property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, filter, public nuisance control
42. Working face supervision/standby on duty
43. Lift height
44. Final elevation cover
45. Adequate topsoil vegetation

46. Notification for final inspection

47. Report submittals

C. Surface Landfill

48. Surcharge fees/requirements
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of potter's holes
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on unfilled area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Decontamination Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Open Area Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Incomplete industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/records/procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material



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Land Disposal Facilities

Facility Name and Type

Accompanied by:

Photos/Samples Taken: Yes No

Inspection Date

Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits or corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates

Remarks

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86.

Facility Representative's Signature

Inspector's Signature

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local MSW permit approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Pre-closure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Flare service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate Traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing or disclosure notice
32. Open burning
33. Scavenging animal feeding
34. Gas leak detection
35. Watertable bedrock
36. Separation from the property line
37. Working face confinement
38. Solid waste composition
39. Surface water drainage
40. Waste line management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Litter control
44. Litter observation crew
45. Adequate topsoil vegetation

C. Sanitary Landfill

46. Notification for final inspection
47. Report submittals
48. Surcharge fees/repairs
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of perishables
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on outlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Open Air Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Compliance Status

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Except industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance level review procedure
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

74. Plan required
75. Exempt industrial waste returns available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance level/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Refection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material



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Land Disposal Facilities

Facility Name and Type:

Down Way Landfill

Accompanied by:

Photos Samples Taken: ☒ Yes ☐ No

11/10/15
Inspection Date: Last Inspection Date:

Based on all inspection, the site is in compliance with all applicable laws, rules, and regulations. No violations were observed during this inspection. No such permit or other regulatory requirements were observed during this inspection. No such permit or other regulatory requirements were observed during this inspection.

Corrective Actions - Compliance Date: Remarks:

Notes:

Filling along the
SW side of fill.

Concrete trucks
dumping on
creek pit.

Looks good - picture is minimal & concrete is contained
in area.

Send complaint to Anna Brehm

alicia@hatchling.com

No Violations

Facility Representative's Signature:

Inspector's Signature:

Walt Hays

Solid Waste Inspection Report

1. General Information

1. County license required
2. License # and permit type
3. Compliance with approved plan
4. Closure by state, Department of significant changes in operation
5. Compliance with special license conditions
6. Closure plan and closure date
7. Compliance with Closure plan
8. Closure plan and closure date
9. The closure operational financial assistance
10. Insurance
11. Disposal costs
12. Closure plan and closure date
13. Closure plan and closure date
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100. Closure plan and closure date

2. Operational Requirements

1. Storage facilities
2. Collection and disposal
3. Electrical safety
4. Fire protection
5. Equipment
6. Fuel and waste storage
7. Equipment safety
8. Equipment safety
9. Equipment safety
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3. Environmental Protection

1. Pollution prevention
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100. Pollution prevention



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Land Disposal Facilities

Facility Name and Type

Downway landfill
Accompanied by:

Photos/Samples Taken Yes No

2/23/16

Inspection Date

Last Inspection Date

Based on an inspection this day, the listed items are violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates
Remarks

Take on site
operator

Not much
activity

The old sand/
gravel pile at the
entrance is gone - hauled out.

Site is very wet, but no significant erosion.

Slope coming down from North section will need
vegetation this spring.

Facility Representative's Signature

[Signature]

Inspector's Signature

[Signature]

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local MPCA permit approval
3. Compliance with approved plans
4. Immediate notification of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submitted and approved
7. Compliance with Closure plan
8. Comprehensive financial assurance
9. Preclosure operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. Public notification
14. Daily inventory when hazardous waste delivered

B. Operational Requirements

15. Surface facilities
16. Other Federal equipment
17. Electrical service
18. Gas lighting facilities
19. Fuel and equipment
20. Fuel and waste storage
21. Equipment shelter
22. Adequate facility ventilation
23. Contamination
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Vehicle washing
29. Public drop-off
30. Record keeping
31. Piling or discharge not over
32. Spill containment
33. Scavenging animal feeding
34. Franchise production
35. Waterable bedrock
36. Separation from the property line
37. Working area confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste management prohibited disposal
41. Vector control and other public nuisance control
42. Waste site supervisor/attendant on duty
43. Fuel storage
44. Fuel distribution
45. Absence of soil erosion

46. Notification for final inspection

47. Report submittals

C. Sampling/Analysis

48. Leachate leachates
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Intermediate covering of intermediate
53. Failure to accept solid waste
54. Intermediate cover
55. Fire control
56. Emission of odors
57. Acceptance from the Unlicensed Parties
58. Emission of odors
59. Acceptance of unapproved MSW
60. Weighing required
61. Handling radioactive materials

D. Erosion Control

62. Intermediate cover
63. Public notification
64. Prohibited cases
65. Site stability
66. Erosion control measures

E. Special Waste Control

67. Unacceptable waste
68. Adequate waste characterization
69. Restricted use

F. General Compliance

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Compliance Status

72. Failure to disclose
73. Failure to comply with requirements
74. Plan required
75. Prompt industrial waste removal available
76. Application approved by Department
77. Amendment to application required
78. Exceedance or acceptance levels
79. Deviation from acceptance levels
80. Load manifest review at gatehouse
81. Load manifest and review
82. Waste sampling and analysis
83. Inspection results
84. Record keeping
85. Permitting requirements
86. License Industrial Waste as a permit



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Land Disposal Facilities

Facility Name and Type

Dawnway

Accompanied by:

Photos/Samples Taken ☒ Yes ☐ No

5/2/16 1/1
Inspection Date Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates -
Remarks

SW corner up to intermediate elevation.

Working along the south wall to the east.

Still removing gravel & sand from SE corner.
Very little debris accumulation - mostly removing material.

No violations

Facility Representative's Signature

[Signature]

Inspector's Signature

[Signature]

10% Post Consumer Waste Recycled Carbonless

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from the property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste fire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover
45. Adequate topsoil vegetation

46. Notification for final inspection

47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required

61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements
71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material



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Land Disposal Facilities

Facility Name and Type

Dauerway Landfill
Accompanied by:

Photos/Samples Taken: ☒ Yes ☐ No

9/29/16 / /
Inspection Date Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates -
Remarks

Working east from
SW corner

Previous lift seeded
Plant growth is
not great, but adequate

Site was very busy
Demo, concrete & solid coming in.

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local/MPCA permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
10. Insurance
11. License fees
12. Inspection access
13. False Information
14. Duty to notify when hazardous waste delivered

B. Operational Requirements

15. Sanitary facilities
16. Litter control equipment
17. Electrical service
18. Fire fighting facilities
19. First aid equipment
20. Potable water supply
21. Equipment shelter
22. Adequate traffic waiting area
23. Communication
24. Access control
25. All-weather road
26. Adequate primary and reserve equipment
27. Signage
28. Visual screening
29. Public drop-off
30. Record keeping
31. Filing of disclosure notice
32. Open burning
33. Scavenging/animal feeding
34. Leachate production
35. Watertable/bedrock
36. Separation from the property line
37. Working face confinement
38. Solid waste compaction
39. Surface water drainage
40. Waste tire management/prohibited disposal
41. Vectors, odor, dust, litter, public nuisance control
42. Working face supervision/Attendant on duty
43. Lift height
44. Final elevation cover
45. Adequate topsoil vegetation

46. Notification for final inspection

47. Report submittals

C. Sanitary Landfill

48. Surcharge fees/reports
49. Water monitoring
50. Daily cover
51. Intermediate cover
52. Immediate covering of putrescibles
53. Failure to accept solid waste
54. Prohibited waste
55. Fire control
56. Hours of operation
57. Acceptance from the Unlicensed Haulers
58. Disposal on unlined area
59. Acceptance of unprocessed MSW
60. Weighing required
61. Handling radioactive materials

D. Demolition Landfill

62. Intermediate cover
63. Public use exclusion
64. Prohibited wastes
65. Site security
66. Proof of pest eradication

E. Special Waste Landfill

67. Unacceptable wastes
68. Adequate waste characterization
69. Restricted use

F. Qualified Clean Fill

70. Failure to comply with requirements

71. Failure to submit application

G. Non-Conforming Sites

72. Failure to disclose
73. Failure to comply with requirements

H. Industrial Waste Management

74. Plan required
75. Exempt industrial waste records available
76. Application approved by Department
77. Amendment to application required
78. Exceedance of acceptance levels
79. Deviation from acceptance levels/review procedures
80. Load manifest review at gatehouse
81. Load inspection and review
82. Waste sampling and analysis
83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature [Signature]

Inspector's Signature [Signature]



Dakota County Environmental Management
Western Service Center • 14955 Galaxie Avenue
Apple Valley MN 55124 • 952-891-7557
Fax 952-891-7588

Land Disposal Facilities

Facility Name and Type

Dawn Way Landfill
Accompanied by:

Photos/Samples Taken: ☒ Yes ☐ No

11/4/16 / 1/1
Inspection Date Last Inspection Date

Based on an inspection this day, the circled items identify violations that must be corrected by the next routine inspection or such period of time as may be specified in writing on this form. Failure to comply with any time limits for corrections specified in this and other related notices may result in further enforcement action.

Corrective Actions - Compliance Dates -
Remarks

Have been grading cover at the top of the hill - drainage is good.

Still mining the south side.

Setting up to begin crushing.

No violations.

Solid Waste Inspection Report

A. General Requirements

1. County license required
2. Local MPC/A permit/approval
3. Compliance with approved plans
4. Failure to notify Department of significant changes in operation
5. Compliance with special license conditions
6. Closure Plan submittal/update
7. Compliance with Closure plan
8. Closure/post closure financial assurance
9. Preclosure/operational financial assurance
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83. Rejection notification
84. Record keeping
85. Reporting requirements
86. Use of Industrial Waste as cover material

Facility Representative's Signature

[Signature]

Inspector's Signature

[Signature]

| | Remaining
Capacity | Amount Used
in Current
Year | Useful
Life of
Landfill |
|------------|-----------------------|-----------------------------------|-------------------------------|
| 1/1/2008 | 2,403,765.00 | | |
| 12/31/2008 | 2,335,185.00 | 68,580.00 | 34.05 |
| 12/31/2009 | 2,247,234.00 | 87,951.00 | 25.55 |
| 12/31/2010 | 2,184,400.00 | 62,834.00 | 34.76 |
| 12/31/2011 | 2,060,185.00 | 124,215.00 | 16.59 |
| 12/31/2012 | 1,952,095.00 | 108,090.00 | 18.06 |
| 12/31/2013 | 1,839,909.00 | 112,186.00 | 16.40 |
| 12/31/2014 | 1,645,741.00 | 194,168.00 | 8.48 |
| 12/31/2015 | 1,541,531.00 | 104,210.00 | 14.79 |
| 12/31/2016 | 1,448,308.00 | 93,223.00 | 15.54 |

| | | |
|----------------------|-------------------|--------------|
| Total Average | 107,779.25 | 14.30 |
|----------------------|-------------------|--------------|

| | | |
|-----------------------------------|-------------------|--------------|
| Most Recent 3 Year Average | 129,663.50 | 11.89 |
|-----------------------------------|-------------------|--------------|

Planning Commission:

My name is Joe McBride. I live adjacent to the Dawnway Landfill. Here's a brief timeline of Frattalone's operation at the Dawnway Landfill that I would like to discuss with you prior the Planning Commission Meeting on November 21st.

- Spring 2011: City of Inver Grove Heights tells Frattalone to stop excavating in the SE corner of landfill due to over-mining.
- June 4th 2014: City sends Frattalone Cease and Desist for over-mining south and west side of landfill.
- November 3, 2014: Frattalone submitted drawings to the City Of IGH that are not accurate. In the Non-Conforming Use Certificate, under Enforcement and Remedies, the #1 reason for terminating the certificate is: "Intentionally present false information concerning the landfill to the city or any governmental regulatory agency.
- February 2015: At a city council meeting, Frattalone admits to over-mining at the Dawnway Landfill.

This is the same owner requesting 15 more years to operate under the Non-Conforming Use Certificate.

Joe McBride
651-450-1525
joegmcbride@hotmail.com

City Planners

I created the below information using my experience as a land surveyor. I would like the opportunity to explain it to you before the Planning Commission meeting on November, 21st.

The west side of Dawnway Landfill is a straight line running 500 ft. north and south

Using said line, I can offset it 94 ft. east to the debris limits.

$500 \times 94 \times 100$ ft. deep.

$500 \times 94 \times 100 = 4,700,000$ sq. ft.

$4,700,000$ sq. ft. divided by 27 = 174,000 cubic yards.

$174,000$ cubic yards $\times 1.4 = 243,703$ tons

If Frattalone sells the sand at \$3.00 a ton, that equals \$731,000.00.

Dakota County tax is 0.15 per ton. $243,703$ tons $\times 0.15 = \$ 36,555.00$.

The city of Inver Grove Heights receives 42.5% of \$36,555.00, which is \$15,536.00. It also receives 4,700,000 cubic yards of undocumented debris placed by Frattalone in the area they over-mined.

Legally, there is no provision for oversight, by the Minnesota Pollution Control, Dakota County or the City of Inver Grove Heights, of the debris placed in the over-mined area. As a neighbor of the landfill, I find this unacceptable.

Sincerely,

Joe McBride

651-450-1525

joegmcbride@hotmail.com

ADDITIONAL COMMENTS

Allan Hunting

From: George Tourville
Sent: Saturday, November 25, 2017 1:09 PM
To: Joe Lynch; Tom Link; Allan Hunting
Subject: Fwd: Dawnway Landfill

FYI

Begin forwarded message:

From: Joe G McBride <joegmcbride@hotmail.com>
Date: November 25, 2017 at 1:01:32 PM CST
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>, "tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>, "rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>, "kperry@invergroveheights.org" <kperry@invergroveheights.org>, "phark@invergroveheights.org" <phark@invergroveheights.org>, Joe G McBride <joegmcbride@hotmail.com>
Subject: Dawnway Landfill

November 25, 2017

Dear Council Members:

I am writing to you with an idea of how the city could approach the 15-year extension of the Nonconforming Use Certificate regarding the Dawnway Landfill. My idea is to stop the recycling and stop the storage of black dirt and other material on top of the cell and only allow demolition material that will stay on site to be brought in. This neighborhood has already weathered 30 years of relentless truck traffic and now is being asked to endure 15 more years. The implementation of this idea would cut truck traffic volume in half.

Frattalone Companies has demonstrated their disregard for the terms of the Nonconforming Use Certificate. There are three known documented incidences where they ignored the NCUC. This is an opportunity for the City of IGH to enforce some consequences and to give this neighborhood a break.

I will be contacting each of you to discuss my idea. Feel free to give me a call as well.

Joe McBride

Allan Hunting

From: Joe Lynch
Sent: Wednesday, December 06, 2017 12:22 PM
To: Allan Hunting; Tom Link; Scott Thureen
Subject: FW: Pics recycle Henry avenue
Attachments: dawnway recycle pics.JPG; dawnway recycle 2.JPG; dawnway recycle 3.JPG

FYI

From: Tom Bartholomew
Sent: Wednesday, December 6, 2017 12:13 PM
To: Joe Lynch <jlynch@invergroveheights.org>; Tom Link <tlink@invergroveheights.org>
Subject: Fw: Pics recycle Henry avenue

from Joe McBride

From: Joe G McBride <joegmcbride@hotmail.com>
Sent: Wednesday, December 6, 2017 10:36 AM
To: George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark; Joe G McBride
Subject: Pics recycle Henry avenue

Dear Council member

These three photos were taken from the west side of Henry avenue on 12/05/2017.

I'm just south of the ball fields facing east.

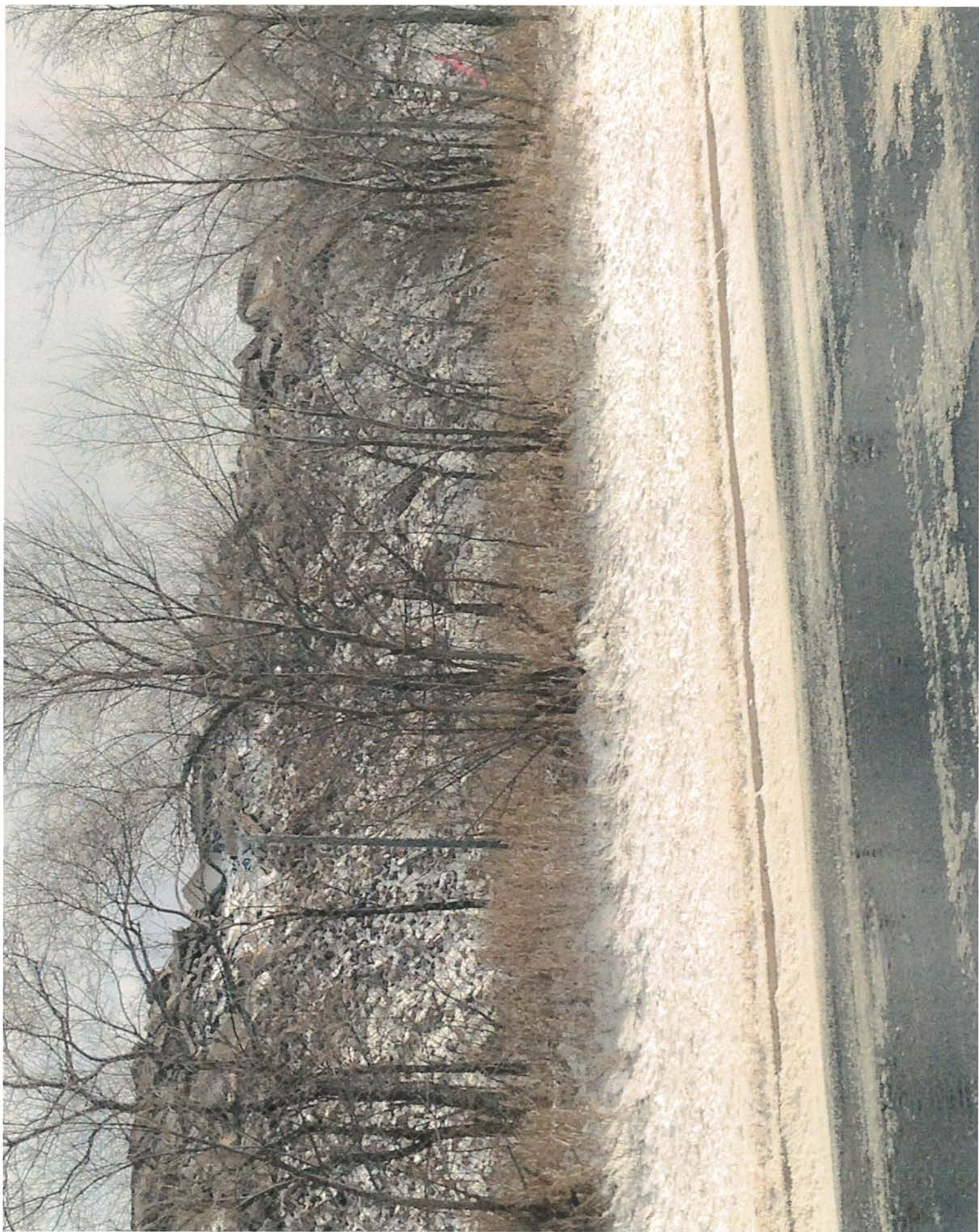
Remove recycle and storage on top of landfill would help this area as well.

Joe McBride

From: Joe G McBride <joegmcbride@hotmail.com>
Sent: Monday, December 4, 2017 11:16 AM
To: gtourville@invergroveheights.org; tbartholomew@invergroveheights.org; rpiekarskikrech@invergroveheights.org; kperry@invergroveheights.org; phark@invergroveheights.org; Joe G McBride
Subject: Dec. 11th Council Meeting







Allan Hunting

From: Joe G McBride <joegmcbride@hotmail.com>
Sent: Thursday, December 07, 2017 11:18 AM
To: Allan Hunting
Subject: Fwd: Dawnway Data

Allen
Please enter this as well

Sent from my iPhone

Begin forwarded message:

From: Joe G McBride <joegmcbride@hotmail.com>
Date: December 7, 2017 at 11:14:49 AM CST
To: "Stoerzinger, Dale" <Dale.Stoerzinger@CO.DAKOTA.MN.US>
Subject: Re: Dawnway Data

Thanks dale appreciate it!

Sent from my iPhone

On Dec 7, 2017, at 11:13 AM, Stoerzinger, Dale <Dale.Stoerzinger@CO.DAKOTA.MN.US> wrote:

Joe,

I was working on some hazardous waste issues this morning so I didn't get to this until a little later.

-- Dale

| Year | Disposed | Recycled |
|------|----------|----------|
| 2009 | 155,205 | 88,337 |
| 2010 | 102,752 | 54,748 |
| 2011 | 230,219 | 34,641 |
| 2012 | 108,090 | 59,429 |
| 2013 | 202,247 | 40,000 |
| 2014 | 275,718 | 54,157 |
| 2015 | 107,940 | 61,249 |
| 2016 | 93,223 | 84,180 |

Dale Stoerzinger
Dakota County Environmental Resources
952-891-7550
dale.stoerzinger@co.dakota.mn.us

12-05-17

This letter is addressing the Dawn Way Land Fill. At the Planning Commission meeting I brought up the fact that the dust situation is severe and the Fratalones reply was that they have full time dust control on site. It's my understanding that they recently bought a sweeper from McPhillips who was doing the sweeping before. This is used 3 days a week according to the manager of the Moose lodge .The dirt and dust should be contained in the land fill by requiring all loads to be covered in and out as other landfills .If any of you have visited the houses on Concord you would see they are covered with dust which gets into the houses causing health problems due to the inhalation of particles 2.5 microns and smaller which go deep into the lungs and enter the blood stream .Not only the street gets covered but also the sidewalk along with large rocks which fall off loads. City Council is supposed to protect our health and safety which they are not doing .One Fratalone brother stated that we must fill the hole ,well I think the City should take another look and see if a building could be built on the remaining virgin soil similar to the high rises in

So.St.Paul. A filled landfill is worthless to the City .There also is a great demand for grave sites at the Union Cemetery and it should be expanded. Inver Grove stands to gain very little by renewing this permit while Jim Kamish who still has interest there is making 175 thousand dollars a year so he stands to gain close to 3 million dollars.

If you decide to renew this permit it should only be for a 2 year permit and a letter sent to the Senate and House asking for more host City fees.

Greg Grover

November 2017

I live in the neighborhood around the Dawnway Landfill. I want the City of IGH to change the agreement with Frattalone Companies to eliminate the recycling, storage of black dirt and other materials on top of the cell, and only allow demolition material that will stay on site to be brought in over the next 15 years.

Name

Address

| | |
|------------------|--------------------|
| Jon R. | 4655 59th ST. |
| Arz Mufride | 4055 59th St. |
| Chad M. | 5901 Concord Blvd |
| Alain Anden | |
| Samy Sasczewski | 5919 CONCORD |
| _____ | 6005 CONCORD |
| Kerna Brämaier | 6027 Concord |
| Anthony Casin | 5960 Concord BLVD |
| Mike Gardner | 5950 CONCORD BLVD |
| Sue Gardner | 5950 CONCORD BLVD |
| Russell Hostette | 5930 CONCORD BLVD. |
| Karen Hostette | 5930 Concord Blvd |
| Lucinda Harmon | 5855 Concord Blvd. |
| Royl Th... | 113 Linden St. |
| Jon D... | 401 Linden St. |
| 990 Hennihse | 1661 Edwards ST |
| Sadie Hennihse | 166 Edwards ST |

November 2017

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Name

Address

| | |
|------------------------|---|
| Pat + Shari Richgels | 1633 Edwards Ave E SSP 55075 |
| Maivan Ayala | 1633 Concord St. So. SSP 55075 |
| Krista Linn | 1615 Concord St. S. SSP 55075 |
| Lucy A. DeWolf | 1621 Concord St. So. So. St. Paul 55075 |
| Richard DeWolf Jr. | 1621 Concord St So. So. St. Paul 55075 |
| Don Mueske | 247 East South St Do. St Paul 55075 |
| Cesar Rodriguez | 6082 Cromwell Ct. Inner Grove Heights 55076 |
| Evelyn Villa-Rodriguez | 6082 Cromwell Ct. Inner Grove Heights 55076 |
| K. Kinn | 6062 Cromwell Ct Inner Grove Heights 55076 |
| April McLaughlin | 6053 Cromwell Ct E, SSP MN 55076 |
| Celine Provost | 6052 Cromwell Ct., IGH, MN 55076 |
| Peter Provost | 6052 Cromwell Ct, IGH, MN 55076 |
| Mark Smith | 6115 Dawn Ave, IGH MN 55076 |
| Jean Bradley | 6285 - Ashton Ave IGH 55076 |
| Jan Moha | 1440 Henry Ave, So. St. Paul, MN |
| DAVID PABST | 1414 HENRY AVE S, St. Paul, MN |

November 2017

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Name

Address

| | |
|----------------------|---------------------------------|
| Proxie Heidscheil | 1632 So. Concord St |
| Dean + Bonnie Pentap | 1615 Edwards Ave SSP |
| Jeanette Bernstengel | 1616 So Concord St. SSP |
| Keith Joyce | 5873 Concord Blvd, IGH MN 55076 |
| Erika Wayne | 5924 Concord Blvd IGH 55074 |
| Clinton Bramwell | 5975 Concord Blvd |
| Thom He | 5894 Concord Blvd, IGH. 55076 |

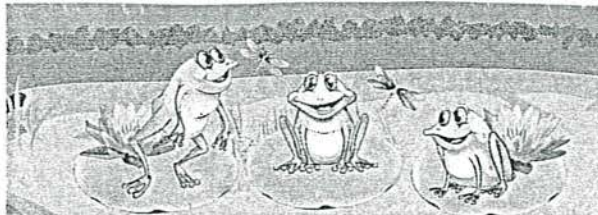
November 2017

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Name

Address

| | |
|--------------------------|---------------------|
| Juanes Tybom | 4045 - 59th St E |
| Thom Tybom | ↓ |
| Amytha Tybom | |
| Chastin Tybom | |
| Dawet Tybom | 404 Chestnut St. E. |
| Gisel Hernandez | 438 - CHESTNUT ST |
| Gray Montel | |



Planning Commission

I am an 86 year old
resident and living
below the Parkway
Landfill at 1604 and
1610 So. Concord St.

Being at many council
meetings for numerous
types of business there
and dealing with sand
dust, noise and many
types of truck hauling.

I would like to know
if anyone from SFP or
Inver Grove monitors
what is hauled in or out
of that site. Not many covered,
OVER



The property itself
should be inspected
as to the size before
it gets any larger than
the original plan.
Thanks for reading
my notes.
Jeanette Birstenge
651-#51-3991

Fifteen year extension
seems a very long time
to allow them to operate
out of that area.
We paid a hefty sum of
money to have a nice road
on our end of Concord
and we are proud of it.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

VICKY STADTHER (MCDONALDS) – CASE NO. 17-57CA

Meeting Date: December 11, 2017
 Item Type: Regular Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for property located at 5760 Cahill Avenue.

- Requires 4/5th's vote.
- 60-day deadline: January 5, 2018 (first 60-days)

SUMMARY

The applicant is requesting to add a second drive-through lane, along with additional site improvements (i.e. updating the ADA areas, replacing the building façade, a partial restriping of the parking lot, and reconstruction of the trash enclosure) to the existing McDonalds property located at 5760 Cahill Avenue.

Fast food restaurants are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meets the conditional use criteria. There are no proposed changes to the footprint of the building and the access points to the property would not be changing. Adding the additional drive-through lane would result in a reduction of 12 parking spaces, but the remaining 41 spaces exceed the minimum required by code. The exterior of the building would be brick with a metal fascia, complying with code requirements.

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

RECOMMENDATION

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

Planning Commission: At the December 5, 2017 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (9-0).

Attachments: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
TO ADD AN ADDITIONAL DRIVE-THROUGH LANE ALONG WITH OTHER SITE
IMPROVMENTS**

**Vicky Stadther (McDonalds)
Case No. 17-57CA**

WHEREAS, the request is for the property located at 5760 Cahill Avenue and legally described as:

The South 170 feet of the North 220 Feet of the North ½ of the North ½ of the SW ¼ of the SW ¼ of Section 34, Township 28, Range 22, Dakota County, Minnesota, Lying East of the East Line of Cahill Avenue, Except the East 352.34 Feet thereof

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a second drive-through lane along with other site improvements;

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

WHEREAS, a fast food restaurant is a conditional use in the B-3 District;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on December 5, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to add an additional drive-through lane along with other site improvements is hereby approved subject to the following conditions:

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

| | |
|-----------------|-----------------------|
| Civil Plan Set | dated 11/06/17 |
| Site Plan | dated 11/06/17 |
| Elevation Plans | date stamped 11/06/17 |
2. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Prior to the issuance of a building permit, an Engineering escrow shall be submitted and a stormwater facilities maintenance agreement shall be executed between the City and the developer addressing the improvements on the site.
5. The developer shall meet all the conditions outlined in the City Engineers review letters, stormwater ordinances, and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. All final development plans shall be subject to the review and approval of the City Fire Marshal.
7. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
8. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
9. Resolution No. 02-94 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 11th day of December, 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: December 5, 2017
SUBJECT: **VICKIE STADTHER (McDONALDS) – CASE NO. 17-57CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to add a second drive-through lane, along with other site improvements, for the property located at 5760 Cahill Avenue. 40 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject property is zoned B-3, General Business. The request is to add a second drive-through lane, along with additional site improvements (i.e. updating the ADA areas, replacing the building façade, a partial restriping of the parking lot, and reconstruction of the trash enclosure). Engineering reviewed the plans and has been working with the applicant on stormwater and grading requirements. Standard engineering conditions are included in the report. Staff recommends approval of the request with the ten conditions listed. Staff did not hear from any of the neighbors.

Opening of Public Hearing

Vicky Stadther, McDonalds, 1650 West 82nd Street, Bloomington, advised she was available to answer any questions.

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

Ms. Stadther replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the request for a conditional use permit amendment to add a second drive-through lane, along with other site improvements, for the property located at 5760 Cahill Avenue.

Motion carried (9/0). This item goes to the City Council on December 11, 2017

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

HEARING DATE: December 5, 2017

CASE NO: 17-57CA

APPLICANT: Vicky Stadther

PROPERTY OWNER: McDonalds's USA, LLC

REQUEST: A conditional use permit amendment to add an additional drive-through lane and other site improvements

LOCATION: 5760 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to add a second drive-through lane to the existing McDonald's site. Along with adding the additional drive-through, the proposed improvements include updating the ADA areas, replacing the building façade, partial restriping of the parking lot and reconstructing the trash enclosure. A fast food restaurant is a conditional use in the B-3 zoning district. The existing building was constructed in 2002. The proposed improvements do not affect the existing access points or the footprint of the building.

The specific request consists of the following:

- A.) A conditional use permit amendment to add second drive-through lane along with other site improvements.

EVALUATION OF THE REQUEST

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

| | |
|-------|--|
| North | Residential; South St. Paul |
| East | Vacant; zoned B-3, General Business; guided CC, Community Commercial |
| South | Restaurant; zoned B-3, General Business; guided CC, Community Commercial |
| West | Walgreens; zoned PUD; guided NC, Neighborhood Commercial |

SITE PLAN REVIEW

Setbacks. There are no changes proposed to the existing footprint of the building. The proposed parking lot layout complies with setback requirements.

Parking Spaces. Adding the additional drive-through lane would result in losing 12 parking spaces. There would still be a total of 41 spaces, exceeding the 39 required by code.

Access. The two existing access points would not be changing.

Landscaping. The proposed site improvements do not require any additional landscaping on the property; any removal of existing landscaping would require replacement or relocation of said plantings.

Lighting. There are no changes proposed to the existing parking lot lighting.

Exterior Building Materials. The exterior of the building would be brick with a metal fascia, complying with code requirements.

Signage. All signage must comply with the signage allotment for the “B-3” zoning district. Signage is not approved with this plan review and would be reviewed with the submittal of a sign permit.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. Engineering has made recommendations on conditions that should be added to the approval; these conditions are included in the list at the end of the report. A stormwater facilities maintenance agreement (SWFMA) would be required to address the site improvements and storm water treatment. The applicant shall continue to work with the City to secure final approval of the construction drawings.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

The proposed property improvements are consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Community Commercial, a fast food restaurant is consistent with the uses envisioned in this district.

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

The applicants property is zoned commercial. The use of a fast food restaurant is consistent with the intent of the B-3 zoning district.

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

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

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

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance prior to any improvements being done on the property.

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

- i. Aesthetics/exterior appearance*

The new façade gives the building a facelift and increases the visual appeal of the site from neighboring properties.

- ii. Noise*

The site improvements would not generate noises that are inconsistent with B-3 zoning.

- iii. Fencing, landscaping and buffering*

Screening would be provided around the trash enclosures; no additional fencing or screening is required.

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

The use of the property is not changing. The additional drive-through lane reduces the number of existing parking stalls but the site would still be in compliance with the minimum number of parking stalls required. Emergency access and fire lanes will be reviewed by the Fire Marshal prior to building permit issuance.

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

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

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

This use would not have an undue adverse impact on the environment. The volume of runoff leaving the property would not be increasing with the proposed site improvements. The applicant is working with the City Engineering Department to secure final approvals of the construction drawings.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be taken:
- Approval of a **Conditional Use Permit Amendment** to add an additional drive-through lane along with other site improvements subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

| | |
|-----------------|-----------------------|
| Civil Plan Set | dated 11/06/17 |
| Site Plan | dated 11/06/17 |
| Elevation Plans | date stamped 11/06/17 |
 2. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.
 3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 4. A stormwater facilities maintenance agreement shall be required to be entered into between the City and the developer addressing the improvements on the site.

5. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
6. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
9. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
10. Resolution No. 02-94 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

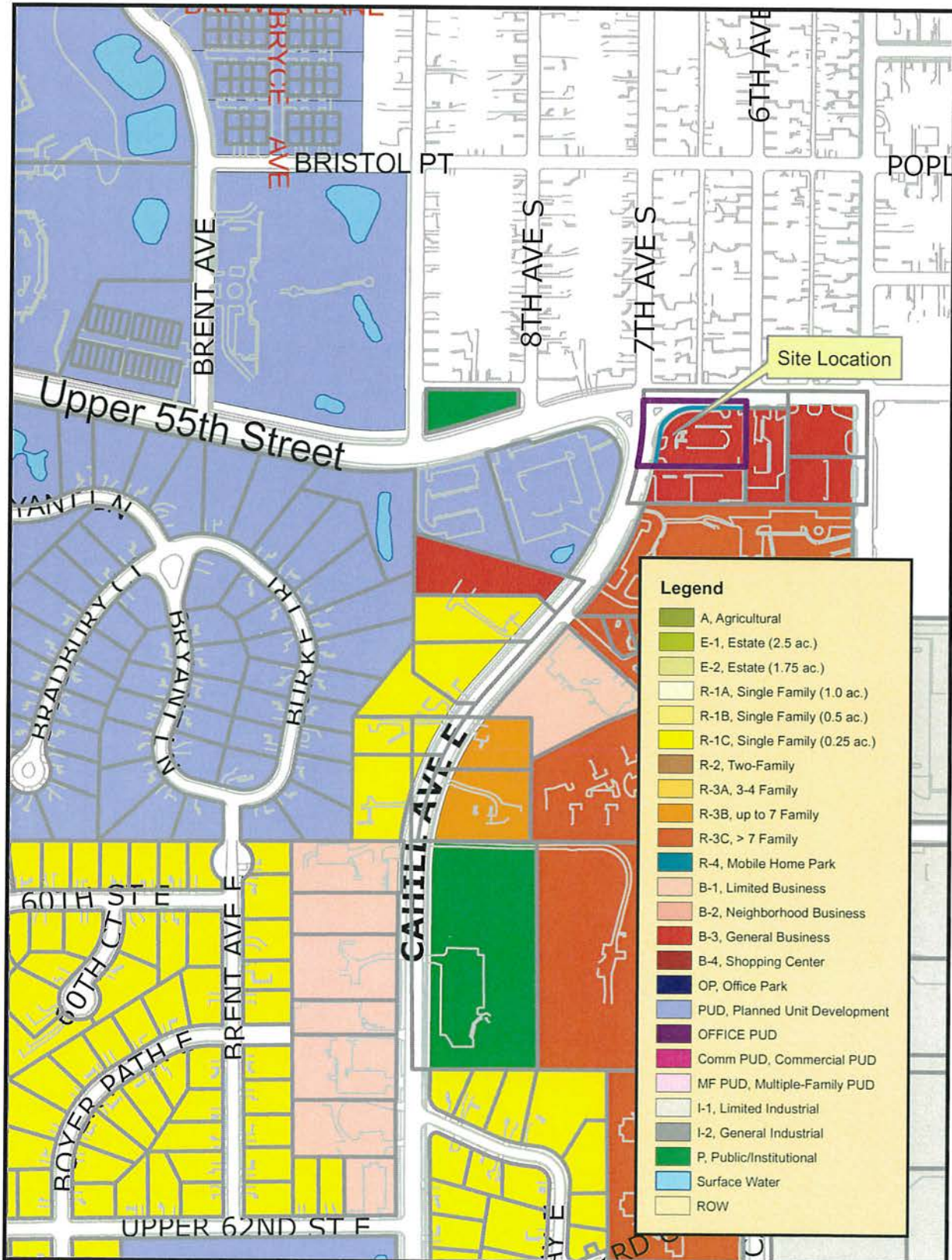
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request as presented.

Attachments: Zoning/Location Map
Narrative
Site Plan
Drive-through Plan
Elevation Plan



Vicky Stadther (McDonalds) Case No. 17-57CA



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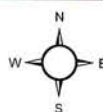


Exhibit A
Zoning and Location Map
Map not to scale

Narrative

Application for Conditional Use Permit Amendment

L A N D F O R M

B

Narrative

McDonald's Site Improvements

Inver Grove Heights, MN

L A N D F O R M

November 2, 2017

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Introduction

On behalf of McDonald's USA LLC, Landform is pleased to submit this application for a conditional use permit amendment to allow construction of an additional drive-through lane and other site improvements to the McDonald's restaurant at 5760 Cahill Avenue. The site includes one parcel that is used by the existing McDonald's restaurant. Our redevelopment plan includes the addition of a second drive-through lane, updating ADA areas to the state standard, replacing the existing menu boards and directional signs, replacing the building façade, partial restriping of the parking lot and reconstructing the trash enclosure. We are excited about the improvements proposed for this site.

Site Plan

The City defines this use as a fast food restaurant and allows them as a conditional use in the B-3 zoning. A site plan approval is required, subject to the standards in Chapter 15 Article J of the Zoning Ordinance. We have prepared a site plan that complies with the general purpose and intent of the City ordinance standards for redevelopment of the McDonald's restaurant on this site.

A detailed description of the proposed site changes are outlined below:

- Order Displays – There will be new order point equipment which will help minimize the sound from the drive-through. The new equipment is designed to contain the sound in the area of the drive thru order points.
- Trash Enclosure – The plans include reconstruction of the existing trash enclosure. The proposed trash enclosure will be 20 ft. by 27 ft. and 8 ft. tall, constructed primarily of split faced CMU. The trash enclosure will meet the performance standards for screening of waste containers.
- Parking – The redevelopment plan includes the removal of 12 existing parking spaces along the East and South edge of the property. This is to accommodate the addition of a second drive-through lane. The proposed number of parking spaces of 41 parking spaces still exceeds the minimum number of 39 parking spaces required. The parking areas that are affected by the improvements will be restriped.
- Signage – New directional signage and menu boards are proposed as shown on the plan, but the existing pylon signs will remain. The new directional signs and building signage will comply with ordinance requirements.
- Building Façade – The exterior of the existing building will be refinished to update the look to the current McDonald's brand style. The changes to the building are compatible with the surrounding area. These changes will not change the building footprint.
- ADA updates – All handicap parking stalls, sidewalks, and building entrances will be reconstructed to be compliant with the current Americans with Disabilities Act (ADA) standards.

Conditional Use Permit Amendment

We are requesting approval of a conditional use permit amendment for an additional drive-through lane at the existing McDonalds fast food restaurant as allowed by Chapter 6-2 of the Zoning Ordinance. The conditional use standards in Chapter 3 Article A Section 5 state that the proposed improvements must show compliance with the following standards. Our project meets the standards as outlined below:

1. The use is consistent with the goals, policies and plans of the city comprehensive plan, including future land uses, utilities, streets and parks.

The proposed use is consistent with the future land use designation of Community Commercial for the site. The site improvements don't include changes to the utilities, streets, or parks.

2. The use is consistent with this code, especially this title and the intent of the specific zoning district in which the use is located.

The conditional use of the site conforms to the applicable standards of the B-3 zoning district and the standards specific to a fast food restaurant in all districts. The standards specific to a fast food restaurant include; the drive-through not being located in the front yard, adequate stacking spaces are provided for the drive-through and a planting strip developed on the property line. These standards are all met with the proposed site improvements.

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

The amendment to the conditional use will not will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the districts.

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

The amendment to the conditional use of the site will not impact city service facilities including streets, utilities, parks, police and fire, and the reasonable ability of the city to provide such services in an orderly, timely manner.

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

The proposed amendment to the conditional use of the property is compatible with the existing and future uses of surrounding properties. The changes will increase the visual appeal of the site when viewed from nearby properties. The new order displays are designed to contain the sound to the drive-through order areas. The addition of the second drive-through lane will increase the operational efficiency of the drive-through area, decreasing the amount of time vehicles spend idling on site.

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

The use of the property for a fast food restaurant with a double lane drive-through is appropriate for the property. As outlined in the site plan section above, the proposed improvements are adequate for the site and comply with applicable zoning requirements.

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

The conditional use will not have an undue adverse impact on the public health, safety or welfare of the surrounding properties. As noted in the site plan section, the improvements to the property will benefit the community by updating the look of the site and increasing the efficiency and flow of traffic through the site by adding a drive-through lane

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

The site improvements do not impact any of the existing vegetation or the storm water management on the property.

Summary

We request a public hearing at the Planning Commission meeting on December 5th and action at the City Council meeting in December.

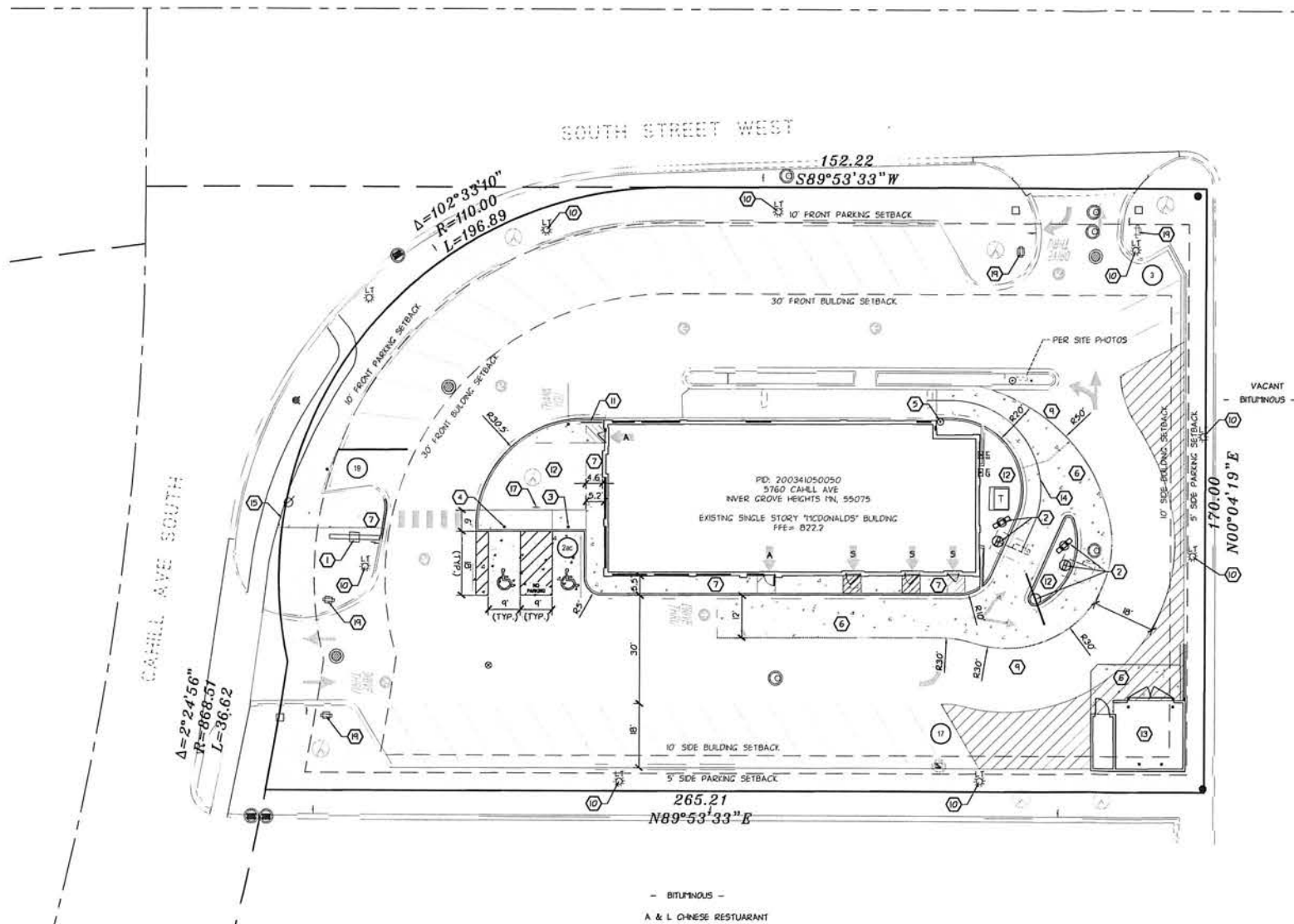
We respectfully request approval of the Conditional Use Permit Amendment to allow site improvements at the existing McDonald's restaurant at 5760 Cahill Avenue.

Contact Information

This document was prepared by:

Kevin Shay
Landform
105 South Fifth Street, Suite 513
Minneapolis, MN 55401

Any additional questions regarding this application can be directed to Sean Murphy at smurphy@landform.net or 612-638-0244, and Tom Meyer at tmeyer@landform.net or 612-638-0241



SITE CONSTRUCTION NOTES

- 1 McDONALD'S PYLON SIGN - EXISTING
- 2 DRIVE-THRU SIGNAGE. SEE SHEET C2.2.
- 3 STATE AND ADA APPROVED ACCESSIBLE SIGN AND BOLLARD PER DETAIL C7.1/10.
- 4 STATE AND ADA APPROVED ACCESSIBLE SIGN AND BOLLARD WITH "VAN ACCESSIBLE" SIGN PER DETAIL C7.1/10.
- 5 6' x 36" BOLLARD - EXISTING
- 6 CONCRETE DRIVE APRONS AND SLABS. REFER TO SHEET C3.1 FOR SPECIFICATIONS.
- 7 CONCRETE SIDEWALK. MEET AND MATCH EXISTING SIDEWALK. REFER TO SHEET C3.1.
- 8 CONCRETE PATIO. MEET AND MATCH SIDEWALK. - NOT USED
- 9 BITUMINOUS PAVEMENT. REFER TO SHEET C3.1 FOR SPECIFICATIONS.
- 10 PARKING LOT LIGHT. - EXISTING
- 11 6' x 42" RAILING. REFER TO ARCHITECTURAL.
- 12 PLANTING AREA. REFER TO SHEET L2.1 FOR DETAILS.
- 13 TRASH ENCLOSURE. REFER TO ARCHITECTURAL.
- 14 STAGING DISTANCE IS 65'
- 15 CONNECTION TO PUBLIC SIDEWALK.
- 16 BIKE RACK. REFER TO SHEET L2.1 FOR DETAILS. - NOT USED
- 17 STATE AND ADA APPROVED ACCESSIBLE SIGN AND BOLLARD WITH "ACCESS ASLE / NO PARKING" SIGN PER DETAIL C7.1/10.

DIRECTIONAL SIGNAGE NOTES

- 18 NEW OR REPLACED DIRECTIONAL SIGNS ARE NOT BEING APPROVED AS PART OF THIS PLAN SET WITH THE JURISDICTION.
- 19 F EXISTING BOLT PATTERN WORKS WITH NEW SIGN, AND BOLTS ARE LONG ENOUGH CONTRACTOR MAY REUSE EXISTING FOUNDATION. IF BOLT PATTERN DOES NOT MATCH, OR IF BOLTS TO BE DOUBLE NUTTED, REMOVE AND INSTALL NEW FOUNDATION. NO RETRO FIT FOUNDATIONS ALLOWED.

SITE PLAN NOTES

1. OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN, OR USE OF, PUBLIC RIGHT-OF-WAY.
2. THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAGING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAGING.
3. DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.

GREEN SPACE

ZONING AND SETBACK SUMMARY

THE PROPERTY IS ZONED GENERAL BUSINESS ZONE (B3)

BUILDING SETBACK INFORMATION IS AS FOLLOWS:

FRONT YARD = 30 FT.
REAR = 30 FT.
SIDE (INTERIOR) = 10 FT.
SIDE (STREET) = 30 FT.

PARKING SETBACK INFORMATION IS AS FOLLOWS:

FRONT YARD = 10 FT.
REAR = 5 FT.
SIDE (INTERIOR) = 5 FT.
SIDE (STREET) = 10 FT.

SIGN SETBACK INFORMATION IS AS FOLLOWS:

FRONT YARD = 10 FT.

PARKING SUMMARY

REQUIRED PARKING:

ONE STALL PER 2 SEATS
78 SEATS TOTAL
78 SEATS / 2 = 39 STALLS
TOTAL PARKING STALLS REQUIRED 39 EA.

PROVIDED PARKING:

STANDARD STALLS 39 EA.
ACCESSIBLE STALLS 1 EA.
ACCESSIBLE VAN STALLS 1 EA.
TOTAL PARKING STALLS PROVIDED 41 EA.

AREA SUMMARY

| EXISTING: | | |
|-----------------|-------------|--------|
| PERVIOUS | 7,952 S.F. | 19.0% |
| IMPERVIOUS | 33,973 S.F. | 81.0% |
| TOTAL (0.96 AC) | 41,925 S.F. | 100.0% |

| PROPOSED: | | |
|-----------------|-------------|--------|
| PERVIOUS | 7,746 S.F. | 18.6% |
| IMPERVIOUS | 34,179 S.F. | 81.4% |
| TOTAL (0.96 AC) | 41,925 S.F. | 100.0% |



0 20 40



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DRAWN BY JDB

PHOTO ISSUED

REVIEWED BY CMC

DATE REVIEWED 10/20/17

DATE ISSUED 11/06/17

STATE MN

COUNTY DAKOTA

CITY INVER GROVE HEIGHTS

STREET ADDRESS 5760 CAHILL AVE

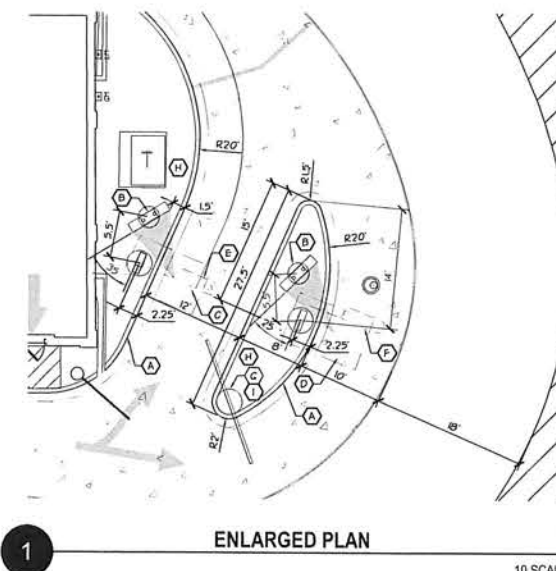
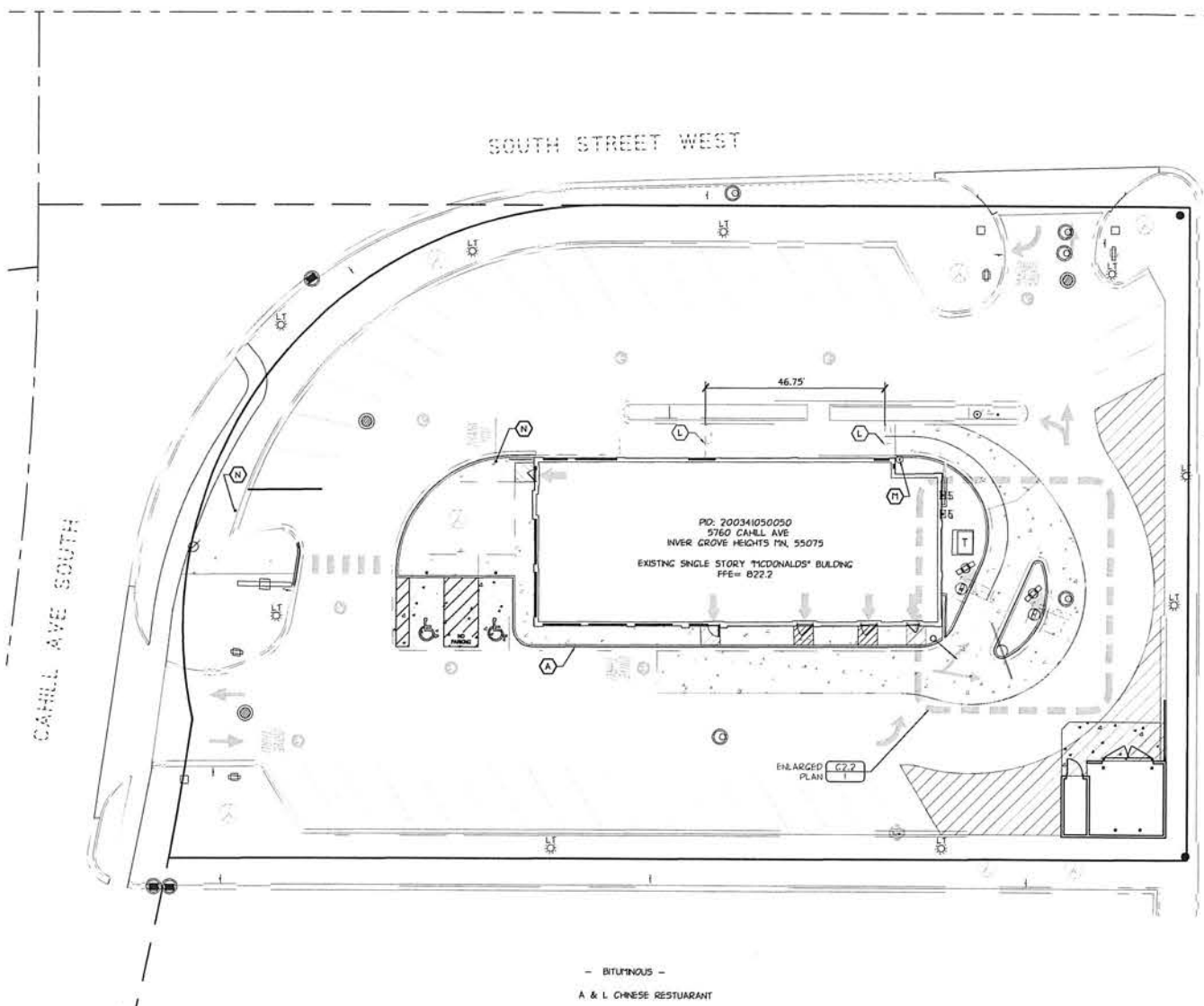
SHEET NAME SITE PLAN

NATIONAL NUMBER 022-0050

STATE NUMBER 022-0050

C2.1

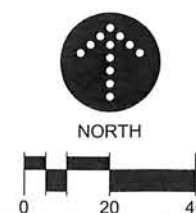
FILE NAME: C201MCD307.DWG
PROJECT NO: MCD16307



- ### DRIVE-THRU CONSTRUCTION NOTES
- (A) NEW CONCRETE CURB AND GUTTER.
 - (B) INSTALL NEW OUTDOOR MENU BOARD. SEE SHEET C2.3 FOR FOUNDATION DETAIL. SHEET C2.5 FOR SCHEMATIC DETAIL AND SEE MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
 - (C) PRIMARY LANE CANOPY. LOCATE 65' FROM C.L. OF CANOPY TO C.L. OF CASH WINDOW MEASURED ALONG C.L. OF TRAVEL PATH. SEE SHEET C2.3 FOR FOUNDATION DETAIL. SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
 - (D) SECONDARY LANE CANOPY. LOCATE 14'-0" FROM NOSE OF CONCRETE ISLAND. SEE SHEET C2.3 FOR FOUNDATION DETAIL. SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
 - (E) INSTALL PRIMARY LANE DETECTOR LOOP. FLIP LOOP FORWARD.
 - (F) INSTALL SECONDARY LANE DETECTOR LOOP 2'-0" FORWARD OF C.L. OF COO. FLIP LOOP FORWARD.
 - (G) DOUBLE ARM GATEWAY SIGN. CENTER OF THE FOOTING OF THE GATEWAY SIGN SHALL BE 10' FROM THE BACK OF CURB. SEE SHEET C2.3 FOR FOUNDATION DETAIL. SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
 - (H) LANDSCAPED AREA.
 - (I) ANY LANE ANY THE SIGN. ATTACH SIGN TO GATEWAY 6' FROM BOTTOM OF POST. SEE SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
 - (J) PRIMARY PRE-BROWSE BOARD. PRE-BROWSE BOARD MUST BE 18"-24" FROM FACE OF CURB. THE DISTANCE BETWEEN THE PRIMARY CANOPY AND PRE-BROWSE BOARD IS TO BE 15' AS MEASURED ALONG THE CENTER LINE OF THE LANE. THIS IS MEASURED FROM THE CENTER OF THE PRE-BROWSE BOARD FOUNDATION TO THE CENTER OF THE COO FOUNDATION. SEE SHEET C2.3 FOR FOUNDATION DETAIL. C2.5 FOR SCHEMATIC DETAIL, AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS. - NOT USED.
 - (K) SECONDARY PRE-BROWSE BOARD. PRE-BROWSE BOARD MUST BE MIN. 12" FROM FACE OF CURB. THE DISTANCE BETWEEN THE SECONDARY CANOPY AND PRE-BROWSE BOARD IS TO BE 15' AS MEASURED ALONG FACE OF THE CURB. THIS IS MEASURED FROM THE POINT PERPENDICULAR TO THE CENTER OF THE PRE-BROWSE BOARD FOUNDATION TO THE POINT PERPENDICULAR TO THE CENTER OF THE CANOPY FOUNDATION. - NOT USED.
 - (L) INSTALL DETECTOR LOOPS AT CASH AND PRESENT WINDOWS.
 - (M) INSTALL BOLLARD AT THE CORNER OF THE BUILDING ON THE DRIVE THRU SIDE. BOLLARD SHALL BE FLUSH AGAINST THE BUILDING AND THE FACE OF THE BOLLARD SHALL BE TIGHT AGAINST THE BACK OF CURB. - EXISTING.
 - (N) INSTALL PULL FORWARD SIGN & BOLLARD. SEE DETAIL C2.5/2.

- ### GENERAL NOTES
1. SIGNAGE & DRIVE-THRU ELEMENTS:
COO, DRIVE-THRU PYLON/CLEARANCE POLE, BOLLARD SIGN, AND FREESTANDING RECHAMIZER SHALL BE CONSISTENT WITH THE 2013 STANDARD BUILDING DESIGN DRIVE-THRU ELEMENTS. OTHER DESIGNS MAY NOT BE USED.
 2. GENERAL CONTRACTOR SHALL COORDINATE WITH CIVIL PLANS, MCDONALD'S PROJECT MANAGER, AND SIGNAGE SUPPLIER TO DETERMINE THE EXACT LOCATION, ORIENTATION, MOUNTING HEIGHTS, AND NUMBER OF SIGNS AND OTHER DRIVE-THRU ELEMENTS TO BE INSTALLED AT THIS SITE. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES.
 3. CONTACT MCDONALD'S PROJECT MANAGER FOR SIGNAGE & DRIVE-THRU ELEMENT FOOTING AND WIRING REQUIREMENTS. SIGNAGE MANUFACTURER TO PROVIDE FOOTING ANCHORS & TEMPLATES TO G.C. PRIOR TO FOUNDATION POURING.
 4. SEE SHEET C2.5 AND ELECTRICAL SHEETS FOR DRIVE-THRU WIRING INFORMATION.
 5. GENERAL CONTRACTOR TO COORDINATE THE RESPONSIBILITIES OF THE ELECTRICAL CONTRACTOR AND THE SIGN SUPPLIER.
 6. GENERAL CONTRACTOR TO INSTALL PRE-FORMED, PRE-WIRED VEHICLE DETECTOR LOOP.
 7. GENERAL CONTRACTOR SHALL VERIFY CONDUIT SIZES REQUIRED BY VEHICLE LOOP DETECTOR SUPPLIER.

- ### DRIVE-THRU LAYOUT NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE ON PLAN.
 2. FIELD VERIFY AND CONFIRM EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY MCDONALD'S PROJECT MANAGER OF ANY DISCREPANCIES PRIOR TO COMMENCING CONSTRUCTION.
 3. SEE SHEET C2.1 FOR ALL OTHER CONSTRUCTION SITE DIMENSIONS.
 4. SEE SHEET C2.6 FOR STRIPING.
- ### LEGEND
- VISION TRIANGLE



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Minneapolis, MN 55401 Web: landform.net

| REVISION HISTORY | | DATE | REV | DESCRIPTION |
|------------------|--|----------|-----|----------------|
| | | 11/06/17 | 1 | CITY SUBMITTAL |

| CERTIFICATION | |
|---|------|
| 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. | |
| Engineer's Name | DATE |
| License Number 4622A | |

| McDONALD'S USA, LLC. | |
|--|---|
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| OFFICE ADDRESS | 1650 W. 82ND STREET #900 BLOOMINGTON, MINNESOTA 55431-4898 (952)-884-4395 |

| STATE | CITY | STREET ADDRESS | STATE NUMBER | NATIONAL NUMBER |
|-------|---------------------|-----------------|--------------|-----------------|
| MN | INVER GROVE HEIGHTS | 5760 CAHILL AVE | 022-0080 | 02229 |

| DRAWN BY | JOB | PROTOS | ISSUED | DATE |
|----------|-----|--------|--------|----------|
| JOE | | | | 11/06/17 |

| SHEET NO. | FILE NAME | PROJECT NO. |
|-----------|----------------|-------------|
| C2.2 | C202MCD307.DWG | MCD16307 |



A2.0

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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DANIEL J. BEESON
*KENNETH J. ROHLF
°STEPHEN H. FOCHLER
°JAY P. KARLOVICH
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DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
*ALSO ADMITTED IN NORTH DAKOTA
°ALSO ADMITTED IN MASSACHUSETTS
°ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: December 5, 2017
**RE: First Reading of Ordinance Amending Rights-of-Way Management
Ordinance - December 11, 2017 City Council Meeting**

Section 1. Background. The Minnesota Legislature passed legislation earlier this year that amended Minnesota Statutes Chapter 237 setting forth the rights of wireless service providers and cities with respect to installation of small wireless facilities in the public right-of-way. The legislative amendments generally provide for the following:

1. Includes wireless services providers in the definitions of telecommunications right of way user, as well as definitions specific to small wireless deployment;
2. Allows wireless services providers to install, mount, maintain, modify, operate or replace their small wireless facilities in the public rights-of-way;
3. Sets forth procedures for city processing of wireless services providers' rights-of-way applications;
4. Provides a right of collocation to wireless services providers' small wireless facilities on City-owned wireless support structures in public rights-of-way;
5. Provides limitations on cities with respect to the fees it may impose upon wireless service providers that locate upon City-owned wireless support structures in public rights-of-way;
6. Delineates as a permitted use small wireless facilities in all zoning districts with the exception of single family residential zoning districts, where it may be a conditional use.

The attached ordinance amendment incorporates all of the statutory requirements and comports with the recent legislative amendments.

Zoning ordinance amendments that impose statutory permissible restrictions on placement of small wireless facilities will be brought before the City Council in the near future.

Council Action. City staff recommends that the City Council hold the first reading of the ordinance amending the Public Rights of Way Management Ordinance.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 7, CHAPTER 3 RELATING TO PUBLIC RIGHTS OF WAY MANAGEMENT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 7, Chapter 3 of the Inver Grove Heights City Code
amended as follows:

**Chapter 3
PUBLIC RIGHTS OF WAY MANAGEMENT**

7-3-1: FINDINGS, PURPOSE AND INTENT:

7-3-2: ELECT TO MANAGE PUBLIC RIGHTS OF WAY:

7-3-3: DEFINITIONS:

7-3-4: ADMINISTRATIVE OFFICIAL:

7-3-5: UTILITY COORDINATION COMMITTEE:

7-3-6: REGISTRATION AND RIGHT OF WAY OCCUPANCY:

7-3-7: PERMIT REQUIREMENTS:

7-3-7-1: PERMITS REQUIRED:

7-3-7-2: APPLICATION FOR PERMIT:

7-3-7-3: PERMIT FEES:

7-3-7-4: SECURITY:

7-3-7-5: ISSUANCE OF PERMIT; CONDITIONS:

7-3-7-6: DENIAL OF PERMIT:

7-3-7-7: DISPLAY OF PERMIT:

7-3-7-8: EXTENSION OF PERMIT:

7-3-7-9: JOINT AND INDIVIDUAL APPLICATIONS:

7-3-7-10: REVOCATION OF PERMITS:

7-3-8: SUPPLEMENTARY APPLICATIONS:

7-3-9: OTHER OBLIGATIONS:

7-3-10: ROUTINE OBSTRUCTION AND EXCAVATION:

7-3-11: DILIGENCE IN PERFORMING WORK; DELAY PENALTY:

7-3-12: WORK STANDARDS:

7-3-13: INSPECTIONS:

7-3-14: WORK WITHOUT PERMIT:

7-3-15: INSTALLATION REQUIREMENTS:

7-3-16: PATCHING AND RESTORATION OF RIGHT OF WAY:

7-3-17: MAPPING DATA:

7-3-18: UNDERGROUNDING:

7-3-19: LOCATION AND RELOCATION OF FACILITIES:

7-3-20: PREEXCAVATION FACILITIES LOCATION:

7-3-21: INTERFERENCE BY OTHER FACILITIES:

7-3-22: VACATION OF RIGHT OF WAY:

7-3-23: INDEMNIFICATION AND LIABILITY:

7-3-24: ABANDONED FACILITIES:

7-3-25: APPEALS:

7-3-26: RESERVATION OF REGULATORY AND POLICE POWERS:

7-3-27: SEVERABILITY:

7-3-1: FINDINGS, PURPOSE AND INTENT:

- A. To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights of way, the city strives to keep its rights of way in a state of good repair and free from unnecessary encumbrances.
- B. Accordingly, the city enacts this chapter relating to right of way permits and administration. This chapter imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the city rights of way or to be placed therein at some future time. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights of way will bear financial responsibility for their work through the recovery of out of pocket and projected costs from persons using the public rights of way.
- C. This chapter shall be interpreted consistently with 1997 session laws, chapter 123, substantially codified in Minnesota statutes sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "act") and 2017 session laws, chapter 94 amending the Act and the other laws governing applicable rights of the city and users of the rights of way. This chapter shall also be interpreted consistent with Minnesota rules 7819.0050 through 7819.9950, where possible. To the extent that any provision of this chapter cannot be interpreted consistently with the Minnesota rules, the interpretation most consistent with the act and other applicable statutory and case law is intended. (Ord. 1174, 4-28-2008)

7-3-2: ELECT TO MANAGE PUBLIC RIGHTS OF WAY:

Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city elects, pursuant to Minnesota statutes section 237.163 subdivision 2(b), to manage rights of way within its jurisdiction. (Ord. 1174, 4-28-2008)

7-3-3: DEFINITIONS:

The following definitions apply in this chapter:

ABANDONED FACILITY: A facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right of way user.

APPLICANT: Any person requesting permission to excavate or obstruct a right of way.

CITY: The city of Inver Grove Heights, Minnesota. For purposes of section 7-3-23 of this chapter, "city" means its elected officials, officers, employees and agents.

COLLOCATE OR COLLOCATION: To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.

COMMISSION: The Minnesota public utilities commission.

CONGESTED RIGHT OF WAY: A crowded condition in the subsurface of the public right of way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota statutes section 216D.04, subdivision 3, over a continuous length in excess of five hundred feet (500').

CONSTRUCTION PERFORMANCE BOND: Any of the following forms of security provided at permittee's option:

- A. Individual project bond, including a license and permit bond.
- B. Cash deposit.
- C. Security of a form listed or approved under Minnesota statutes section 15.73, subdivision 2.
- D. Letter of credit, in a form acceptable to the city.
- E. Self-insurance, in a form acceptable to the city.
- F. A blanket bond for projects within the city, or other form of construction bond, for a time specified and in a form acceptable to the city.

DEGRADATION: A decrease in the useful life of the right of way caused by excavation in or disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST: Subject to Minnesota rules 7819.1100, means the cost to achieve a level of restoration as determined by the city at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13 set forth in Minnesota rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the city to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation cost.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right of way excavation, obstruction, patching, or restoration as established by permit.

DEPARTMENT INSPECTOR: Any person authorized by the city to carry out inspections related to the provisions of this chapter.

DIRECTOR: The director of public works of the city or her or his designee.

EMERGENCY: A condition that:

- A. Poses a danger to life or health, or of a significant loss of property; or
- B. Requires immediate repair or replacement of facilities in order to restore service to a customer.

EQUIPMENT: Any tangible asset used to install, repair, or maintain facilities in any right of way.

EXCAVATE: To dig into or in any way remove or physically disturb or penetrate any part of a right of way.

FACILITY OR FACILITIES: Tangible asset in the public right of way required to provide utility service.

HIGH DENSITY CORRIDOR: A designated portion of the public right of way within which telecommunications right of way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

HOLE: An excavation in the right of way, with the excavation having a length less than the width of the pavement or adjacent pavement.

LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS: The actual costs the city incurs in managing its rights of way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right of way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right of way work; determining the adequacy of right of way restoration; restoring work inadequately performed; mapping of as built location of facilities located in the right of way; revoking right of way or small wireless facility permits; and performing all other tasks required by this chapter, including other costs the city may incur in managing matters described in this chapter. Management costs do not include payment by a telecommunications right of way user for the use of the right of way, unreasonable fees of a third-party contractor used by the city including fees tied to or based on customer counts, access lines, or revenues generated by the right of way or for the city, the fees and costs of litigation relating to the interpretation of Minnesota session laws 1997, ~~chapter~~Chapter 123; Minnesota statutes section 237.162 or 237.163 or any ordinance enacted under those sections, or the city fees and costs related to appeals taken pursuant to section 7-3-25 of this chapter.

OBSTRUCT: To place any tangible object in a right of way so as to hinder free and open passage over that or any part of the right of way.

OBSTRUCTION PERMIT: The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way, for the duration specified therein, including a blanket permit for a period of time and for types of work specified by the director, if deemed appropriate in his discretion.

OBSTRUCTION PERMIT FEE: Money paid to the city by a permittee to cover the costs as provided in section 7-3-7-3 of this chapter.

PATCH OR PATCHING: A method of pavement replacement that is temporary in nature. A patch consists of:

- A. The compaction of the subbase and aggregate base; and
- B. The replacement, in kind, of the existing pavement for a minimum of two feet (2') beyond the edges of the excavation in all directions.

PAVEMENT: Any type of improved surface that is within the public right of way and that is paved or otherwise constructed with paver blocks, bitumin, concrete, aggregate, or gravel.

PERMIT: Has the meaning given "right of way permit" in Minnesota statutes section 237.162.

PERMITTEE: Any person to whom a permit to excavate or obstruct a right of way has been granted by the city under this chapter.

PERSON: An individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PUBLIC RIGHT OF WAY: Has the meaning given thereto in Minnesota statutes section 237.162, subdivision 3.

REGISTRANT: Any person who:

- A. Has or seeks to have its equipment or facilities located in any right of way; or
- B. In any way occupies or uses, or seeks to occupy or use, the right of way or place its facilities or equipment in the right of way.

RESTORE OR RESTORATION: The process by which an excavated right of way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RIGHT OF WAY PERMIT: Either the utility permit or the obstruction permit, or both, depending on the context, required by this chapter.

RIGHT OF WAY USER: A. A telecommunications right of way user as defined by Minnesota statutes section 237.162, subdivision 4; or

- B. A person owning or controlling a facility in the right of way that is used or intended to be used for providing utility service, and who has a right, under law, franchise, or ordinance, to use the public right of way.

SERVICE LATERAL: An underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises.

SERVICE OR UTILITY SERVICE: Means and includes:

- A. Those services provided by a public utility, as defined in Minnesota statutes section 216B.02, subdivisions 4 and 6;

- B. Services of a telecommunications right of way user, including transporting of voice or data information;
- C. Services of a cable communications system as defined in Minnesota statutes section 238.02, subdivision 3;
- D. Natural gas or electric energy or telecommunications services provided by the city;
- E. Services provided by a cooperative electric association organized under Minnesota statutes chapter 308A; and
- F. Water, sewer, including service laterals, steam, cooling or heating services.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications:

- A. Each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or could fit within such an enclosure; and
- B. All other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than twenty-eight (28) cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right of way than allowed in, or to extend, a permit that has already been issued.

TELECOMMUNICATIONS RIGHT OF WAY USER: A person owning or controlling a facility in the right of way, or seeking to own or control a facility in the right of way, that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system, defined and regulated under Minnesota statutes chapter 238, and telecommunications activities related to providing natural gas or electric energy services, whether provided by a public utility as defined in Minnesota statutes section 216B.02, a municipality, a municipal gas or power agency organized under Minnesota statutes chapters 453 and 453A, or a cooperative electric association organized under Minnesota statutes chapter 308A, are not telecommunications right of way users for purposes of this chapter except to the extent such entity is offering wireless service.

TEMPORARY SURFACE: The compaction of subbase and aggregate base and replacement, in

kind, of the existing pavement only to the edges of the excavation.

TRENCH: An excavation in the right of way, with the excavation having a length equal to or greater than the width of the pavement or adjacent pavement.

UTILITY PERMIT: The permit which, pursuant to this chapter, must be obtained before a person may excavate in a right of way. A utility permit allows the holder to excavate that part of the right of way described in such permit.

UTILITY PERMIT FEE: Money paid to the city by an applicant to cover the costs as provided in section 7-3-7-3 of this chapter. (Ord. 1174, 4-28-2008)

UTILITY POLE: A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY: Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SERVICE: Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE: A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

7-3-4: ADMINISTRATIVE OFFICIAL:

The director is the principal city official responsible for the administration of the rights of way, right of way permits, and the ordinances related thereto. The director may delegate any or all of the duties hereunder. (Ord. 1174, 4-28-2008)

7-3-5: UTILITY COORDINATION COMMITTEE:

The city may create an advisory utility coordination committee. Participation on the committee is voluntary. The committee will be composed of any registrants that wish to assist the city in obtaining information and by making recommendations regarding use of the right of way, and to improve the process of performing construction work therein. The city may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the city. (Ord. 1174, 4-28-2008)

7-3-6: REGISTRATION AND RIGHT OF WAY OCCUPANCY:

A. Registration Required:

1. Each person who occupies, uses, or seeks to occupy or use the right of way or place any equipment or facilities in or on the right of way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the city. Registration will consist of providing application information and paying a registration fee. Registration shall be renewed annually. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in, any right of way without first being registered with the city.
2. Nothing in this chapter shall be construed to repeal or amend the provisions of a city ordinance establishing the rights of and limitations placed on persons to plant or maintain boulevard plantings or gardens in the area of the right of way between their property and the street curb. Persons carrying out or requesting the following work shall not be deemed to use or occupy the right of way within the meaning of this chapter, and shall not be governed by this chapter. Such persons are or may be governed by other code sections, including, but not limited to, those noted as follows:
 - a. Persons planting or maintaining vegetation in the boulevard, chapters 1 and 2 of this title and title 5, chapter 9 of this code.
 - b. Persons installing driveways, sidewalks, curb and gutter, or parking lots, chapter 2 of this title and section 10-15-20 of this code.
 - c. Persons erecting fences over drainage or utility easements, chapter 2 of this title and section 10-15-12 of this code.
 - d. Persons engaged in snow removal activities, chapter 1 of this title.

e. Persons installing street furnishings, mailboxes, bus stop benches and shelters, title 10, chapter 15, article I of this code.

f. Persons installing vending machines, chapter 1 of this title.

g. Persons installing irrigation systems, chapter 1 of this title.

h. Persons installing pet containment systems, chapter 1 of this title.

i. Persons installing water or sewer service lines, chapter 2 of this title.

3. Nothing herein relieves a person from complying with the provisions of the Minnesota statutes chapter 216D, gopher one call law.

B. Required Information: The registrant shall provide the following at the time of registration and shall promptly notify the city of changes in such information:

1. Registrant's name, address, telephone number, facsimile number and gopher one call registration certificate number if required by state law.

2. Name, address, telephone number, e-mail address, and facsimile number of the person responsible for fulfilling the obligations of the registrant.

3. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other authorization or approval from the applicable state or federal agency to lawfully operate in the city, where the person is lawfully required to have such authorization or approval from said commission or other state or federal agency.

4. a. A certificate of insurance from a company licensed to do business in the state of Minnesota providing coverage in the following amounts:

(1) General Liability: Public liability, including premises, products and complete operations:

| | |
|-------------------------|--------------------------------|
| Bodily injury liability | \$1,000,000.00 each person |
| | \$3,000,000.00 each occurrence |

| | |
|---------------------------|--------------------------------|
| Property damage liability | \$3,000,000.00 each occurrence |
|---------------------------|--------------------------------|

| | |
|--|-----------------------------|
| Bodily injury and property damage combined | \$3,000,000.00 single limit |
|--|-----------------------------|

(2) Comprehensive: Automobile liability insurance, including owned, nonowned and hired vehicles:

Bodily injury liability \$1,000,000.00 each person

Property damage liability \$3,000,000.00 each occurrence

In lieu of the above, bodily injury
and property damage combined \$3,000,000.00 single limit

b. Such certificate shall verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the: 1) use and occupancy of the right of way by the registrant, its officers, agents, employees and permittees; and 2) placement and use of equipment or facilities in the right of way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property. Such certificate shall also name the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages. Such certificate shall require that the director be notified thirty (30) days prior to cancellation of the policy.

4. Twenty four (24) hour emergency number.

5. An acknowledgment by the registrant of the indemnification pursuant to section 7-3-23 of this chapter.

6. Such other information the director may require.

C. Notice Of Changes: The registrant shall keep all of the information listed in subsection B of this section current at all times by providing to the city information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

D. Construction And Maintenance Plan:

1. If requested by director, each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the city. Such plan shall be submitted using a format designated by the city and shall contain the information determined by the city to be necessary to facilitate the coordination and reduction in

the frequency of excavations and obstructions of rights of way. The plan shall include, but not be limited to, the locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year.

2. Notwithstanding the foregoing, the city will not deny an application for a right of way permit for failure to include a project in a plan submitted to the city if the registrant has used commercially reasonable efforts to anticipate and plan for the project. (Ord. 1174, 4-28-2008)

7-3-7: PERMIT REQUIREMENTS:

7-3-7-1: PERMITS REQUIRED:

Except as otherwise provided in this code, no right of way user may obstruct or excavate any right of way or install or place facilities in the right of way without first having obtained the appropriate right of way permit from the city to do so.

- A. Utility Permit: A utility permit is required by a registrant to excavate that part of the right of way described in such permit and to hinder free and open passage over the specified portion of the right of way by placing facilities described therein, to the extent and for the duration specified therein.
- B. Obstruction Permit: An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of the right of way by placing equipment described therein on the right of way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid utility permit for the same project.
- C. Other Permits: Other permits may be required for persons in accordance with this code.
- D. Overhead Facilities: Permits for installation, repair or other work on aboveground facilities within the meaning of Minnesota statutes section 237.163, subdivision 6(b)(4), will be obstruction permits, notwithstanding the need for excavation, provided the excavation is augered or hand dug for the purpose of placing a pole type structure. (Ord. 1174, 4-28-2008)
- E. Small Wireless Facility Permit: A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

7-3-7-2: APPLICATION FOR PERMIT:

Application for a permit is made to the city. Right of way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- A. Registration with the city pursuant to this chapter.
- B. Submission of a completed permit application form as provided by the city, including all required attachments, and five (5) copies of scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant. Plans must include scaled dimensions indicating the proposed location of the facility within the right of way and scaled dimensions of the facility from an existing physical topographic feature (such as "back of curb", "edge of bituminous road"). Plans must also show all existing physical topographic features (trees, shrubs, culverts, driveways, fences, street signs) that lie within ten feet (10') of the proposed facility location.
- C. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be disrupted by the work.
- D. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be temporarily closed to traffic or obstructed by the work.
- E. A description of methods to be used for restoration of streets or boulevards.
- F. Payment of money due the city for:
 - 1. Permit fees, estimated restoration costs and other management costs.
 - 2. Prior obstructions or excavations.
 - 3. Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights of way or any emergency actions taken by the city.
- G. Payment of disputed amounts due the city by posting security or depositing in an escrow account an amount equal to at least one hundred percent (100%) of the amount owing.
- H. Posting an additional or larger construction performance bond for additional facilities when the applicant requests a utility permit to install additional facilities and the city deems the existing construction performance bond inadequate under applicable standards. (Ord. 1174, 4-28-2008)

7-3-7-3: PERMIT FEES:

A. Fee Schedule And Fee Allocation: The city permit fee schedule shall be available to the public and established in advance where reasonably possible. The permit fees shall be designed to recover the city's actual costs incurred in managing the right of way and shall be based on an allocation among all users of the right of way, including the city.

B. Fees Established:

1. Utility Permit Fee: The city shall establish a utility permit fee in an amount sufficient to recover the following costs:

- a. City management costs.
- b. Degradation costs, if applicable.

2. Obstruction Permit Fee: The city shall establish the obstruction permit fee which shall be in an amount sufficient to recover the city management costs.

3. Small Wireless Facility Permit Fee: The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

- a. City management costs.
- b. City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

C. Payment Of Fees: No utility permit or obstruction permit shall be issued without payment of excavation or obstruction permit fees.

D. Fees Nonrefundable: Permit fees that were paid for a permit that the city has revoked for a breach, as stated in section 7-3-7-10 of this chapter are not refundable.

E. Application To Franchises: Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right of way user in the franchise. (Ord. 1174, 4-28-2008)

7-3-7-4: SECURITY:

A construction performance bond in an amount determined by the director shall be required from each applicant. A surety bond shall be from a corporate surety authorized to do business in the

state. Security required pursuant to this section shall require that the holder will perform the work in accordance with this chapter and applicable permits and regulations; will pay to the city any costs incurred by the city in performing work pursuant to this chapter; and will indemnify and save the city and its officers, agents and employees harmless pursuant to this code. The construction performance bond shall be released by the city upon completion of the work and compliance with all conditions imposed by the permit. For permits allowing excavations within the public right of way, the construction performance bond shall be held for a period of twenty four (24) months to guaranty the adequacy of all restoration work. (Ord. 1174, 4-28-2008)

7-3-7-5: ISSUANCE OF PERMIT; CONDITIONS:

- A. Issuance: If the applicant has satisfied the requirements of this chapter, the city shall issue a permit within ten (10) business days of receiving a completed application. If the city issues a permit under this chapter, the applicant shall not be required to obtain a permit for the same work under chapter 2 of this title.
- B. Conditions: The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right of way and its current use. The permittee shall comply with all conditions contained in the permit.
- C. Notice Of Work: Upon request by the director, the permittee shall notify in writing, in a form approved by the director, all residents specified by the director whose property is adjacent to the right of way where the proposed work is to be done indicating start and completion dates. Written notification is not required for routine obstruction and excavation projects described in section 7-3-10 of this chapter. (Ord. 1174, 4-28-2008)

D. Small Wireless Facility Conditions:

- a. In addition to conditions under Section 7-3-7-5 B , the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions: A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- b. No new wireless support structure installed within the right-of-way shall exceed fifty (50) feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant

may replace an existing wireless support structure exceeding fifty (50) feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.

c. No wireless facility may extend more than ten (10) feet above its wireless support structure.

d. Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.

e. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

f. Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

E. Small Wireless Facility Agreement:

A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city. The city may require payment of the following in the standard collocation agreement:

a. Up to \$150 per year for rent to collocate on the city structure.

b. \$25 per year for maintenance associated with the collocation;

c. A monthly fee for electrical service as follows:

1. \$73 per radio node less than or equal to 100 maximum watts;

2. \$182 per radio node over 100 maximum watts; or

3. The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required

to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and applicant.

F. Action on Small Wireless Facility Permit Applications:

a. Deadline for Action: The city shall approve or deny a small wireless facility permit application within ninety (90) days after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.

b. Consolidated Applications: An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to fifteen (15) small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:

1. are located within a two mile (2) radius;
2. consist of substantially similar equipment; and
3. are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

G. Tolling of Deadline:

The 90-day deadline for action on a small wireless facility permit application may be tolled if:

- a. The city receives applications from one or more applicants seeking approval of permits for more than thirty (30) small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by thirty (30) days by informing the affected applicants in writing of such extension.
- b. The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within thirty (30) days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.
- c. The city and a small wireless facility applicant agree in writing to toll the review period.

7-3-7-6: DENIAL OF PERMIT:

The city may deny a permit for failure to meet the requirements and conditions of this chapter; or if the city determines that the denial is necessary to protect the health, safety, and welfare; or when necessary to protect the right of way and its current use; or for the following specific violations:

- A. Failure to register pursuant to section 7-3-6 of this chapter.
- B. A proposed excavation within a street or sidewalk surface that has been constructed or reconstructed within the preceding seven (7) years, unless the director determines that no other locations are feasible or when necessitated by emergency.
- C. The applicant is subject to revocation of a prior permit issued pursuant to this chapter.
- D. The proposed schedule for the work would conflict or interfere with an exhibition, celebration, festival or any other similar event.
- E. The right of way would become unduly congested due to the proposed facilities and equipment when combined with other uses in the right of way, as provided in subsection 7-3-19F of this chapter.
- F. Businesses or residences in the vicinity will be unreasonably disrupted.
- G. The applicant failed to meet a reasonable schedule to participate in a mandated joint trench operation with other applicants, and the additional work will unreasonably disrupt the restored right of way, businesses or residences.
- H. The proposed schedule conflicts with scheduled reconstruction of the right of way. (Ord. 1174, 4-28-2008)

Procedural Requirements: The denial or revocation of a permit must be made in writing and must document the basis for the denial. The city must notify the applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the city and resubmit its application. If the application is resubmitted within thirty (30) days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within thirty (30) days after submission.

7-3-7-7: DISPLAY OF PERMIT:

Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the city. (Ord. 1174, 4-28-2008)

7-3-7-8: EXTENSION OF PERMIT:

No person may excavate or obstruct the right of way beyond the date or dates specified in the permit unless: a) such person makes a supplementary application for another right of way permit before the expiration of the initial permit or requests a verbal extension; and b) a new permit or permit extension is granted. Verbal extensions may be granted by the director for a period no greater than forty eight (48) hours or for emergencies. (Ord. 1174, 4-28-2008)

7-3-7-9: JOINT AND INDIVIDUAL APPLICATIONS:

- A. Joint Trenching: The director may require registrants to jointly apply for permits to excavate or obstruct the right of way at the same place and time.
- B. Fees: The registrant who applies for a joint utility permit shall pay the required permit fee. (Ord. 1174, 4-28-2008)

7-3-7-10: REVOCATION OF PERMITS:

- A. Substantial Breach: The city reserves its right to revoke any right of way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:
 - 1. The violation of any material provision of the right of way permit;
 - 2. An evasion or attempt to evade any material provision of the right of way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
 - 3. Any material misrepresentation of fact in the application for a right of way permit;
 - 4. The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or
 - 5. The failure to correct, in a timely manner, work that does not conform to a condition indicated on a written notice issued pursuant to subsection 7-3-15E of this chapter.

- B. Written Notice Of Breach: If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated in subsection A of this section, will allow the city to place additional or revised conditions on the permit to mitigate and remedy the breach.
- C. Response To Notice: Within a time established by the director following permittee's receipt of notification of the breach, the permittee shall provide the city with a plan to cure the breach, acceptable to the city. The permittee's failure to submit a timely and acceptable plan, or the permittee's failure to timely implement the approved plan, shall be cause for immediate revocation of the permit.
- D. Reimbursement Of City Costs: If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorney fees incurred in connection with such revocation. (Ord. 1174, 4-28-2008)

7-3-8: SUPPLEMENTARY APPLICATIONS:

- A. Limitation On Area: A right of way permit is valid only for the area of the right of way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee who determines that an area greater than that specified in the permit must be obstructed or excavated must, before working in that greater area: 1) make application for a permit extension and pay any additional fees required thereby; and 2) be granted a new permit or permit extension.
- B. Limitation On Dates:
1. A right of way permit is valid only for the dates specified in the permit. No permittee may begin work before the permit start date or, except as provided herein, continue working after the end date. Except in the case of verbal extensions, if a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.
 2. If the obstruction or excavation of the right of way begins later or ends sooner than the date given on the permit, the permittee shall notify the city by supplementary application of the accurate information as soon as this information is known. (Ord. 1174, 4-28-2008)

7-3-9: OTHER OBLIGATIONS:

- A. Compliance With Other Laws: Obtaining a right of way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including, but not limited to, Minnesota statutes sections 216D.01 to 216D.09 (gopher one call excavation notice system) and Minnesota rules chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right of way pursuant to its permit, regardless of who does the work.
- B. Prohibited Work: Except in an emergency, or with the approval of the city, no right of way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.
- C. Interference With Right Of Way: A permittee shall not so obstruct a right of way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with, unless otherwise approved by the director. Private vehicles of those doing work in the right of way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.
- D. Traffic Control: A permittee shall implement traffic control measures in the area of the work and shall use traffic control procedures in accordance with the most recent manuals on uniform traffic control, traffic control devices and traffic zone layouts published by the state of Minnesota.
- E. Trenchless Excavation: As a condition of all applicable permits, permittees employing trenchless excavation methods, including, but not limited to, horizontal directional drilling, shall follow all requirements set forth in Minnesota statutes chapter 216D and Minnesota rules chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the director. (Ord. 1174, 4-28-2008)

7-3-10: ROUTINE OBSTRUCTION AND EXCAVATION:

Routine excavations and obstructions are permitted without separate notice and separate compensation for such projects. Projects that do not involve excavation of paved surface and that last less than a continuous eight (8) hour period in duration between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., Monday through Friday, excluding holidays, may, in the director's discretion, be considered routine obstruction and excavation and include, by way of example, switching, replacing fuses, replacing transformers, placing line guards, animal protection, leak

surveys, anode installations and inspections, or to repair facilities due to public damage or accident. (Ord. 1174, 4-28-2008)

7-3-11: DILIGENCE IN PERFORMING WORK; DELAY PENALTY:

Work shall progress in an expeditious manner as permitted by weather conditions until completion in order to avoid unnecessary inconvenience. In the event that the work is not performed in accordance with applicable regulations, excavations and utility connections, or the work is not done in an expeditious manner, or is abandoned without due cause, the city may, after seventy two (72) hours' notice to the permit holder, correct and fill the excavation or repair the street. The entire cost of such work shall be paid by the permit holder upon demand made by the city. In accordance with Minnesota rule 7819.1000, subpart 3, the city shall establish and impose a delay penalty for unreasonable delays in right of way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by city council resolution. A delay penalty will not be imposed for delays due to force majeure, including inclement weather, civil strife, acts of God, or other circumstances beyond the control of the applicant. (Ord. 1174, 4-28-2008)

7-3-12: WORK STANDARDS:

The permit holder shall comply with the following standards when engaging in the work:

- A. Observe and comply with all laws, rules and regulations of the state.
- B. Conduct the operation and perform the work in a manner as to ensure the least obstruction and interference to traffic.
- C. Take adequate precautions to ensure the safety of the general public and those who require access to abutting property.
- D. If required by the director, notify adjoining property owners prior to the commencement of work which may disrupt the use of and access to such adjoining properties.
- E. In all cases where construction work interferes with the normal use of the construction area, provide for closing the construction area to traffic or to afford restricted use of the area and comply with MUTCD traffic safety signing requirements.

- F. Exercise precaution at all times for the protection of persons, including employees and property.
- G. Protect and identify excavations and work operations with barricade flags and, if required, by flagmen in the daytime and by warning lights at night.
- H. Provide proper trench protection as required by OSHA when necessary and, depending upon the type of soil, in order to prevent cave ins endangering life or tending to enlarge the excavation.
- I. Protect the root growth of trees and shrubbery.
- J. Installation of pipe (utility conductors) under concrete or bituminous pavements shall be done by jacking, auguring or tunneling as directed by the director unless otherwise authorized.
- K. All backfilling must be placed in six inch (6") layers at optimum moisture and compacted with the objective of attaining one hundred percent (100%) of standard proctor density. Compaction shall be accomplished with hand, pneumatic or vibrating compacters, as appropriate.
- L. No metal tracked or other lugged equipment is allowed to be driven on the public right of way. (Ord. 1174, 4-28-2008)

7-3-13: INSPECTIONS:

- A. Site Inspection: Permittee shall make the work site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
- B. Authority Of Director:
 - 1. At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well -being of the public.
 - 2. The director may issue an order to the permittee to correct any work that does not conform to the terms of the permit or other applicable standards, conditions, or code. If the work failure is a "substantial breach", within the meaning of Minnesota statutes section 237.163, subdivision 4(c), the order shall state that failure to correct the violation will be cause for revocation of the permit after a specified period determined by the director. The permittee shall present proof to the director that the violation has been corrected within the time period set forth by the director in the order. Such proof shall be provided no later than the next business day following the day of

completion. If such proof has not been presented within the required time, the director may revoke the permit pursuant to section 7-3-7-10 of this chapter. (Ord. 1174, 4-28-2008)

7-3-14: WORK WITHOUT PERMIT:

A. Emergency Situations:

1. Each registrant shall immediately notify the director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to state gopher one call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency.
2. If the city becomes aware of an emergency regarding a registrant's facilities, the city will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

B. Nonemergency Situations: Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right of way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by this code, deposit with the city the fees necessary to correct any damage to the right of way, and comply with all of the requirements of this chapter. (Ord. 1174, 4-28-2008)

7-3-15: INSTALLATION REQUIREMENTS:

The excavation, backfilling, patching and restoration, and all other work performed in the right of way shall be done in conformance with Minnesota rules 7819.1100 and 7819.5000 and other applicable local requirements, insofar as they are not inconsistent with the Minnesota statutes sections 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minnesota rules chapter 7560 and this chapter. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in subsection 7-3-17B of this chapter. (Ord. 1174, 4-28-2008)

7-3-16: PATCHING AND RESTORATION OF RIGHT OF WAY:

A. Timing: The work to be done under the utility permit, and the patching and restoration of the right of way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under subsection 7-3-9B of this chapter or if the permittee is granted a new permit.

B. Performing Work: Permittee must patch its own work. The city may choose either to have the permittee restore the surface and subgrading portions of right of way or to restore the surface portion of right of way itself.

1. Permittee Restoration: If the permittee restores the right of way itself, it shall, at the time of application for a utility permit, post a construction performance bond in accordance with the provisions of section 7-3-7-4 of this chapter, and Minnesota rules 7819.3000.
2. City Restoration: If the city restores the surface portion of right of way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles or otherwise fails for reasons not caused by the city's failure to properly restore, the permittee shall pay to the city, within thirty (30) days of billing, all costs associated with correcting the defective work.
3. Degradation Fee In Lieu Of Restoration: In lieu of right of way restoration, a right of way user may elect to pay a degradation fee. However, the right of way user shall remain responsible for replacing and compacting the subgrade and aggregate based material in the excavation, and the degradation fee shall not include the cost to accomplish these responsibilities.

C. Standards: The permittee shall perform patching and restoration according to the standards and with the materials specified by the city and shall comply with Minnesota rules 7819.1100. In exercising authority over restoration, the director shall be guided by the following standards and considerations:

1. The number, size, depth and duration of the excavations, disruptions or damage to the right of way;
2. The traffic volume carried by the right of way and the character of the neighborhood surrounding the right of way;
3. The preexcavation condition of the right of way and the remaining life expectancy of the right of way affected by the excavation;
4. Whether the relative cost of the method of restoration to the permit holder is in reasonable balance with the prevention of an accelerated depreciation of the right of way that would otherwise result from the excavation, disturbance or damage to the right of way; and

5. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right of way that would otherwise take place.

D. Duty To Correct Defects: The permittee shall correct defects in patching or restoration performed by permittee or its agents. Upon notification from the city, permittee shall correct all restoration work to the extent necessary, using the method required by the city. Unless otherwise agreed to by the director, said work shall be commenced within two (2) days of receipt of the notice from the city and shall be completed within fourteen (14) days of commencement of work, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under subsection 7-3-9B of this chapter.

E. Failure To Restore: If the permittee fails to restore the right of way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee five (5) days from receipt of said written notice to cure said failure or failures, unless otherwise extended by the director. In the event the permittee fails to cure, the city may, at its option, perform the necessary work, and the permittee shall pay to the city, within thirty (30) days of billing, the cost of restoring the right of way. If the permittee fails to pay as required, the city, in addition to other remedies provided by law, may exercise its rights under the construction performance bond. (Ord. 1174, 4-28-2008)

7-3-17: MAPPING DATA:

A. Information Required: Each registrant and permittee shall provide mapping information required by the city in accordance with Minnesota rules 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the as built location of all equipment installed, owed, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the city's electronic mapping system, when practical or as a condition imposed by the director. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit holder's registration.

B. Service Laterals: All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota rules 7560.0150, subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this

subsection and with applicable state gopher one call law and Minnesota rules governing service laterals installed after December 31, 2007, shall be a condition of any city approval necessary for: 1) payments to contractors working on a public improvement project including those under Minnesota statutes chapter 429; and 2) city approval of performance under development agreements or other subdivision or site plan approval under Minnesota statutes chapter 462. The director shall reasonably determine the appropriate method of providing such information to the city. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors. (Ord. 1174, 4-28-2008)

7-3-18: UNDERGROUNDING:

- A. Purpose: The purpose of this section is to promote the health, safety and general welfare of the public and is intended to foster: 1) safe travel over the right of way; 2) nontravel related safety around homes and buildings where overhead feeds are connected; and 3) orderly development in the city. Location and relocation, installation and reinstallation of facilities in the right of way or in or on other public ground must be made in accordance with this section and is intended to be enforced consistently with state and federal law regulating right of way users, specifically including, but not limited to, Minnesota statutes sections 161.45, 237.162, 237.163, 301B.01, 222.37, 238.084 and 216B.36 and the telecommunications act of 1996, title 47, USC section 253.
- B. New Facilities: Facilities newly installed, constructed or otherwise placed in the public right of way or in other public property held in common for public use must be located and maintained underground pursuant to the terms and conditions of this chapter and in accordance with applicable construction standards, subject to the exceptions below. Aboveground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, reclosers and service connection pedestals shall be allowed. These requirements shall apply equally outside of the corporate limits of the city coincident with city jurisdiction of platting, subdivision regulation or comprehensive planning as may now or in the future be allowed by law.
- C. Permanent Replacement, Relocated Or Reconstructed Facilities: If the city finds that one or more of the purposes set forth in subsection A of this section would be promoted, the city may require a permanent replacement, relocation or reconstruction of a facility to be located and maintained underground, with due regard for seasonal working conditions. For purposes of this subsection, "reconstruction" means any substantial repair of or any improvement to existing facilities. Undergrounding may be required whether a replacement, relocation or reconstruction is initiated by the right of way user owning or operating the facilities, or by the city in connection with: 1) the present or future use by the city or other local governmental unit of the right of way or other public ground for a public project; 2) the

public health or safety; or 3) the safety and convenience of travel over the right of way. Subject to subsection D of this section, all relocations from previously placed underground facilities shall be to another underground location.

D. Exceptions: The following exceptions to the strict application of this section shall be allowed upon the conditions stated:

1. Technical/Economic Feasibility; Promotion Of Policy: Aboveground installation, construction, or placement of facilities shall be allowed in residential, commercial and industrial areas where the council, following consideration and recommendation by the planning commission, finds that:
 - a. Underground placement would place an undue financial burden upon the landowner, rate payer, or right of way user, or would deprive the landowner of the preservation and enjoyment of substantial property rights; or
 - b. Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground facilities placement; or
 - c. Failure to promote the purposes of undergrounding. The right of way user clearly and convincingly demonstrates that none of the purposes under subsection A of this section would be advanced by underground placement of facilities on the project in question, or the city determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.
2. Temporary Service: Aboveground installation, construction, or placement of temporary service lines shall only be allowed:
 - a. During new construction of any project for a period not to exceed three (3) months.
 - b. During an emergency in order to safeguard lives or property within the city.
 - c. For a period of not more than seven (7) months when soil conditions make excavation impractical.

E. Developer Responsibility: All owners, platters, or developers are responsible for complying with the requirements of this section and, prior to final approval of any plat or development plan, shall submit to the director written instruments from the appropriate right of way users showing that all necessary arrangements with said users for installation of such facilities have been made. (Ord. 1174, 4-28-2008)

7-3-19: LOCATION AND RELOCATION OF FACILITIES:

- A. Compliance With State Regulations: Placement, location and relocation of facilities must comply with the act, with other applicable rights of the city under its police power, and with Minnesota rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.
- B. Relocation Notification Procedure: The director shall notify the utility owner at least three (3) months in advance of the need to relocate existing facilities so the owner can determine if relocation or replacement is required and plan any required work. The city should provide one notification, provide the date work will start on the city's project and, if different, provide the date by which the relocation must be completed. To the extent technically feasible and limited by seasonal constraints, all utilities shall be relocated within one month or in a time frame determined by the director. The director may allow a different schedule if it does not interfere with the city's project. The utility owner shall diligently work to relocate the facilities within the above schedule.
- C. Delay To City Project: If the owner fails to meet the relocation schedule due to circumstances within the utility's control, the city may charge the utility owner for all costs incurred by the city because the relocation is not completed in the scheduled time frame.
- D. Joint Trenching: All facilities shall be placed in appropriate portions of right of way so as to cause minimum conflict with other underground facilities. When technically appropriate and no safety hazards are created, all utilities shall be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in conformance with Minnesota rules part 7819.5100, subpart 2, governing safety standards.
- E. Corridors:
1. The city may assign a specific area within the right of way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the city expects will be located within the right of way. All utility, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. A typical cross section of the location for utilities may be on file at the director's office. This section is not intended to establish "high density corridors".
 2. Any registrant who has facilities in the right of way in a position at variance with the corridors established by the city may remain at that location until the city requires facilities relocation to the corridor pursuant to relocation authority granted under Minnesota rules 7819.3100 or other applicable law.
- F. Limitation Of Space: To protect the public health, safety, and welfare, or when necessary to protect the right of way and its current use, the city shall have the power to prohibit or limit

the placement of new or additional facilities within the right of way. In making such decisions, the city shall strive, to the extent possible, to accommodate all existing and potential users of the right of way, but shall be guided primarily by considerations of the public interest, the public needs for the particular utility service, the condition of the right of way, the time of year with respect to essential utilities, the protection of existing facilities in the right of way, and future city plans for public improvements and development projects which have been determined to be in the public interest. (Ord. 1174, 4-28-2008)

7-3-20: PREEXCAVATION FACILITIES LOCATION:

In addition to complying with the requirements of Minnesota statutes sections 216D.01 to 216D.09 (one call excavation notice system) before the start date of any right of way excavation, each registrant who has facilities or equipment in the area to be excavated shall be responsible to mark the horizontal placement of all said facilities, to the extent technically feasible. To the extent its records contain such information, each registrant shall provide information regarding the approximate vertical location of its facilities, at the time of installation, to excavators upon request. Nothing in this section is meant to limit the rights, duties and obligations of the facility owners or excavators as set forth in Minnesota statutes sections 216D.01 to 216D.09. (Ord. 1174, 4-28-2008)

7-3-21: INTERFERENCE BY OTHER FACILITIES:

When the city does work in the right of way, in its governmental right of way management function, and finds it necessary to maintain, support, or move a registrant's facilities to carry out the work without damaging the registrant's facilities, the city shall notify the local representative as early as is reasonably possible. The city costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right of way which it or its facilities damage. (Ord. 1174, 4-28-2008)

7-3-22: VACATION OF RIGHT OF WAY:

- A. Reservation Of Right: If the city vacates a right of way which contains the equipment of a registrant, and if the vacation does not require the relocation of registrant facilities and equipment, the city shall reserve, to and for itself and all registrants having facilities and equipment in the vacated right of way, the right to install, maintain and operate any facilities

and equipment in the vacated right of way and to enter upon such right of way at any time for the purpose of reconstruction, inspecting, maintaining or repairing the same.

- B. Relocation Of Equipment: If the vacation requires the relocation of registrant facilities and equipment, and: 1) if the vacation proceedings are initiated by the registrant, the registrant must pay the relocation costs; or 2) if the vacation proceedings are initiated by the city, the registrant must pay the relocation costs unless otherwise agreed to by the city and the registrant; or 3) if the vacation proceedings are initiated by a person or persons other than the registrant or permit holder, such other person or persons must pay the relocation costs. (Ord. 1174, 4-28-2008)

7-3-23: INDEMNIFICATION AND LIABILITY:

By registering with the city, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minnesota rules 7819.1250. (Ord. 1174, 4-28-2008)

7-3-24: ABANDONED FACILITIES:

- A. Discontinued Operations: A registrant who has decided to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right of way under this chapter have been lawfully assumed by another registrant.
- B. Removal: Any registrant who has abandoned facilities in any right of way shall remove them from that right of way pursuant to Minnesota rules 7819.3300, unless the requirement is waived by the director. A facility is not abandoned unless declared so by the operator. (Ord. 1174, 4-28-2008)

7-3-25: APPEALS:

A right of way user that: a) has been denied registration; b) has been denied a permit; c) has had a permit revoked; d) believes that the fees imposed are not in conformity with Minnesota statutes section 237.163, subdivision 6; or e) disputes a determination of the director regarding subsection 7-3-17B of this chapter may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the city council. The city council shall act on a timely written request at its next regularly scheduled meeting. A decision by the city council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision. (Ord. 1174, 4-28-2008)

7-3-26: RESERVATION OF REGULATORY AND POLICE POWERS:

A permittee's or registrant's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. (Ord. 1174, 4-28-2008)

7-3-27: SEVERABILITY:

If any section, subsection, sentence, clause, phrase, or portion of this chapter is, for any reason, held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof. If a regulatory body or a court of competent jurisdiction should determine, by a final, nonappealable order, that any permit, right or registration issued under this chapter or any portions of this chapter is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days' written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this chapter precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein. (Ord. 1174, 4-28-2008)

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of January, 2017.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk