

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, January 8, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

- A. Introduction of 2017 Citizen Fire Academy Graduates
- B. Introductions of 2018 Recruit Firefighters

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 of November 6, 2017 Work Session Meeting Minutes
ii. Minutes of December 4, 2017 Work Session Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending January 3, 2018
- C. Consider Pay Request No 2 – Bid Package 3 – East Rink Floor Project– City Projects 2017–05
- D. Consider Pay Request No 3 (Final) – Bid Package 3 – East Rink Floor Project – City Project 2017–05
- E. Consider Pay Request No 4 – Bid Package 2 – East Rink Floor Project – City Project 2017–05
- F. Consider Change Order No 1 – Bid Package 1 – East Rink Floor Project – City Project 2017–05
- G. Considering Approval of Resolution Extending the Cable Franchise Agreement with Comcast Cable Company until July 31, 2018
- H. Accept Final 2017 Donations & Grants for Various Parks and Recreation programs
- I. Consider Approval of 2018 Sentence to Serve Contract
- J. WASATCH STORAGE; Consider a Resolution approving the Improvement Agreement, Storm Water Maintenance Agreement and related agreements for the property located on the south side of 50th Street, west of Blaine Avenue
- K. Consider Revised Final Compensating Change Order No. 2, Revised Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016–01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)
- L. Consider Pay Voucher No. 6 for City Project No. 2016–09D – 60th Street Area Reconstruction, City Project No. 2016–10 – 60th Street Area Utility Improvements, and City Project No. 2015–12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)
- M. Consider Pay Voucher No. 5 for City Project No. 2016–09E – Bancroft Way Area Reconstruction
- N. Consider Pay Voucher No. 6 for the 2017 Capital Improvement Program, City Project No. 2017–02 – NWA Watermain Improvements, 65th Street Loop
- O. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017–09B – Sealcoat

- P. Consider Resolution Approving Part 1 of the Application for Permit Coverage Under the 2018 Reissuance of the MS4 General Permit
- Q. Resolution Accepting Individual Project Order (IPO) No. 33 for Final Design Services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road
- R. Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with MnDOT for an Agency Delegated Contracting Process Agreement
- S. Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction
- T. Resolution Scheduling a Public Hearing to Consider Ordering City Project No. 2018-05 – T.H. 3 Intersection Improvements at Diffley Road for the Robert Curve Development
- U. Consider Adoption of the Updated City of Inver Grove Heights Emergency Operation Plan (EOP)
- V. Sale of Real Property for 5039 Brent Avenue
- W. 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 IGH Heat Soccer Premise Permit to Overboard Bar and Grill, 4455 64th Street E.

7. **REGULAR AGENDA:**

I. **COMMUNITY DEVELOPMENT:**

- A. **IGH INVESTMENTS, INC.:** Consider the following for property located on the south side of Amana Trail, west of Target:
 - a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential.
 - b) An Ordinance Amendment to Rezone the Property from B-4/PUD, Commercial Shopping Center District to R-3C/PUD, Multiple Family Residential District.
 - c) A Resolution relating to a Preliminary and Final Plat and Preliminary and Final Planned Unit Development for a 400-unit apartment complex.
 - d) A Resolution relating to a Conditional Use Permit for a 400-unit Multiple Family Development.
 - e) A Resolution relating to making a Negative Declaration Relative for the Need for an EIS
- B. **CITY OF INVER GROVE HEIGHTS;** Community Development Block Grant Application– Fiscal Year 2018

II. **ADMINISTRATION:**

- C. **CITY OF INVER GROVE HEIGHTS:** Consider Council Appointments for 2018:
 - i. Official Depositories

- ii. Acting Mayor
- iii. Council Delegates to Dakota County Communications Center Board
- iv. Representatives to Northern Dakota County Cable Communications Commission
- v. Designate Deputy Weed Inspector Brian Swoboda

D. CITY OF INVER GROVE HEIGHTS; First Reading of Ordinance Amending City Code Section 4-1 – 6(l) relating to the Distances between an Off-sale Intoxicating Liquor Facility and a School or Church

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Discuss Permanent Easement Acquisition for a Regional Stormwater Basin on the Schaaf Property 7376 Courthouse Boulevard (20-00700-28-012)

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 WORK SESSION
MONDAY NOVEMBER 6, 2017, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, November 6, 2017, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmembers Bartholomew, Hark, Perry, and Piekarski Krech. Staff; City Administrator Joe Lynch, City Attorney Tim Kunz, Community Development Director Tom Link, Public Works Director, Scott Thureen, City Engineer Tom Kaldunski, Finance Director Kristin Smith, Interim Police Chief Sean Folmar, and Fire Chief Judy Thill.

1. REVIEW OF CLASSIFICATION AND COMPENSATION STUDY

Mr. Lynch introduced Bob Bjorklund of Bjorklund Compensation Consulting who was hired to conduct a compensation and classification system study.

Mr. Bjorklund gave an overview of the study with a PowerPoint presentation –

Mr. Bjorklund listed his objectives that were outlined by the city:

- Facilitate city participation with involvement of management and employees
- Study jobs
- Update job descriptions
- Review FLSA status of jobs
- Install a new job evaluation system and evaluate all positions
- Conduct a market study
- Recommend pay structure and estimate costs to implement
- Design an updated performance appraisal
- Recommend policies and procedures to maintain the classification and compensation study.

Mr. Bjorklund stated to facilitate city participation and employee involvement we utilized a project committee, (City Administrator, HR Manager, Director of Public Works, and Director of Parks and Recreation) conducted employee orientation meetings, gathered employee position data through questionnaires to outline their duties and responsibilities, conducted employee interviews, and at the end of the study we are going to implement an employee appeal process.

Mr. Bjorklund stated to kick off the current classification and compensation study, he met with the project committee to discuss some of the strengths and weaknesses of the current system and use as a guide for the study. Some of the issues brought up early on were: current compensation was competitive in the market place, the city is able to attract and retain employees, however, pressure was being put on the classification system for a number of reasons. He stated one is there is a five-step plan that means in a relatively short period of time employees get to the maximum of the pay scale and are “stuck” there over a period of time with only cost of living increases. That puts pressure on the classification system and employee motivation. Employees felt there is pay compression issue between supervisory positions and non-supervisory positions. There were some other issues that would require a review of policies and procedures to ensure the ongoing monitoring of the classification system and monitoring jobs was done in a more systematic and fair manner.

He stated to study the jobs, we 1) collected information through the employee questionnaires and reviewed the PDQ's 2) interviewed employees 3) drafted an updated job description 4) reviewed them with management for comments/corrections and 5) finalized the job descriptions with revisions when appropriate.

Another major part of the study he stated was to evaluate and assess the responsibility level of one job in comparison to another in the city. That is a requirement of the city pay equity act. The jobs were examined on four factors: 1) knowledge and occupation skill, 2) supervisory responsibility and authority, 3) public relations and 4) working conditions. He reviewed this for all jobs and shared the rating outcomes with the City Administrator and HR Manager.

Mr. Bjorklund stated each of the jobs were evaluated on those four criteria, a point score was assigned, depending on the point score, this then became a source to assign jobs to a salary range based on the job rating. That resulted in 1 to 32 possible salary ranges. He showed a chart of the job ratings.

Mayor Tourville asked if anything stood out with this study compared to other cities in the salary grade? Mr. Bjorklund responded that the major problem he had with this study was the supervisory responsibility and authority. He usually does not give credit for the supervisory overseeing of contracted, seasonal or temporary staff but so many of the employees seem to have some responsibility for seasonal or temporary staff. This was a little bit of a struggle on my part to get through those issues. A lot of people could not tell me the full-time equivalency because they did not know it because it varied so much from person to person and department to department. That did not impact the outcome too much.

Councilmember Piekarski Krech asked about the grade determination and the points between minimums and maximums, they have a broad range, and the first one only has 16 points. Mr. Bjorklund responded it is eight percent between each of the grades. You have fewer points at eight percent as it goes up it gets larger. This is fairly typical and standard.

He also looked at the FLSA status and agreed with a majority of the designations. There are four changes that are recommended for change. (They were the position of Accountant, Sr. change to exempt, Administrative Coordinator change to non-exempt, Asst. Golf Course Supt. change to non-exempt and Sergeant change to exempt) This was assessed by the three major criteria set out by FLSA - executive, administrative, and professional which determines whether a job is exempt or non-exempt.

Mr. Bjorklund stated a market study was also done. He stated he worked with the project committee to select jobs to survey and what organization to survey to collect market data from. An email questionnaire was put together to identify participants. The responses came back and he summarized the collected data and analyzed the results. There was a 74% participation rate. A chart was shown of the cities that participated and did not participate. Mr. Lynch commented that the list comprised of cities in Dakota County and similar size cities out of Dakota County. A list of jobs was shown on a chart of the jobs that were surveyed.

He stated that the market rate study found that market minimums are 5% lower than Inver Grove Heights' starting rates. The market median average rates are 4.5% lower than Inver Grove Heights' average salaries. The market median maximums are 3.8% lower than Inver Grove Heights' maximum salaries. Of the 36 benchmark jobs selected 74% of your current job average pay rates were above the average market rate of pay.

The trend line approach was also used to examine pay equity compliance. A pay line was generated that plots a “best line of fit” using the job ratings and the market pay data or your pay data. This is used to predict the market rate based on the market data collected and the job ratings. It blends the job ratings and market pay rates to help us design pay ranges of internal and external pay equity. A chart was shown of minimum and maximum pay lines. Inver Grove Heights is slightly above market in all of its jobs in general. Looking at minimum rates of pay there is a divergence from the market pay. The difference is the market has more pay steps. The trend approach shows the market minimum rates are on average lower than Inver Grove Heights starting rates by 5.7%. Market median average rates are on average lower than Inver Grove Heights by 4.5%. Market maximum rates are on average lower than Inver Grove Heights by 3.8%. It is fairly consistent with a job by job comparison.

Mr. Bjorklund stated a proposed salary structure for pay ranges was created for 2018. Since labor agreements were already settled for 2018, it was submitted under separate cover to administration. It is intended to be a template for negotiations for 2019. He stated he used what employees will be making in 2018, using the pay lines that were generated from the market data he added the 3% to make the market salary for 2018 then I examined the employees current rate of pay for 2018 and slotted them in the new pay structure for 2018. If they were below the minimum he moved them to the minimum, if they were between steps in my proposal he moved them to the step closest to but higher, and if they were over the range he held them at their current rate of pay and help them supposedly stay constant. This was to get everyone in the proposed schedule and estimate costs. This would increase the number of steps from six to 11. This expanded the salary range spread from 25% to 30%.

The estimated cost of base pay is 1.07% with an estimated annual implementation cost to payroll of \$102,423.00. Of the 137 employees covered the plan calls for some adjustment to 127 employees. The cost estimate does not include any cost of living increases or additional step increases for 2019.

The new performance and appraisal tool (currently evaluates employees on meets expectations or needs improvement basis). He met with the project committee and we talked about: goals vs performance dimensions, weight factors differently or the same, complexity vs ease of implementing the new system, degrees of risk to build into system, whether or not linking performance ratings to pay, and other performance issues.

The group decided that job evaluation would be based on job performance dimensions only and not goals. Those goals would be treated equally weighted. The performance document would not be linked to pay. In conducting performance appraisals, the manager would be required to cite specific behavioral or “critical incidents” (why they were rated at meets expectations or needs improvement) which is related to the dimensions to support rates on a dimension.

The rating scale is: exceeds expectations, meets expectations, needs improvement, does not meet expectations, and not applicable. Definitions were shown for each of the criteria.

We changed to the performance dimensions: Job knowledge/skills and quality of work, quality customer service and relations, fiscal management skills, human relations and supervisory skills, creativity and innovation skills, communications skills, team work, organizational/planning/project management skills, flexibility and willingness to accept change, and time management skills. The criteria and definitions were written and shown on the slides. They are fairly broad to be used for everyone.

A performance manual was put together to use as a tool to assist in the implementation and maintenance of the appraisal process.

He stated the appeal process has not been performed yet. We will work with administration to determine the timing, steps and process by which the appeal process will work if the Council accepts the study. The process would be where we would distribute to employees their job description and rating, if they chose to appeal, the process would involve having them submit in writing their specific reasons for the appeal (perhaps something was overlooked on the job description and may have impacted the rating). He stated he would then do a paper review for audit on their comments against the evaluation criteria and, if necessary, make any recommended changes.

He stated the manuals and documentation that was submitted were a classification and compensation manual. A performance appraisal manual which included recommended policies and procedures for maintaining the system. Providing city forms, spreadsheets, and other documentation created during the study to maintain the system over time.

Councilmember Piekarski Krech asked if the study changed any current classifications or where they fit? Mr. Bjorklund responded there was a high correlation between my ratings in pay. He could not recall the current number of ratings currently administered. He substantially increased the number of salary ranges that would be administered versus before. This would help address the issue of pay compression. The relationship between where a job falls out to another there will be some changes but the relationship will remain pretty similar. Changes should be expected.

Councilmember Hark asked when was the last time the city did a study like this? Mr. Lynch responded in 2007. Councilmember Hark asked if Mr. Bjorklund expected a lot of appeals. Mr. Bjorklund responded he is reluctant to guess and can't anticipate what the reaction will be. The appeal process does involve the employees in the process. He is not anticipating a lot of changes to come out of the appeal process.

Mr. Lynch stated that during the study, Mr. Bjorklund met with a lot more employees (conducted over a week with 10 to 12 interviews a day) what was done in the 2007 study, so he could understand the job descriptions and answer any employee questions. We are hoping this will cut down on the number of appeals.

Mayor Tourville stated the city is obligated to go through this process and asked what are the next steps? Mr. Lynch responded the city is obligated to have a pay plan that is compliant with state law. The 2007 plan may no longer be in compliance. Mr. Bjorklund stated, Ms. Shefchik, and himself need to meet to discuss: implementation of the plan in 2019, employee meetings to show them the pay classifications, and talk about the appeal process. It would also be brought back to City Council for your consideration and adoption of the pay classification system and job descriptions. Mr. Bjorklund suggested if the appeal process was going to be used that should be started within the next couple of weeks. Hopefully that would be done some time in December.

Mayor Tourville said he didn't think Council would be against the appeal process.

Councilmember Piekarski Krech asked if the current document was aligned with the current pay schedule. Mr. Bjorklund responded that under separate cover he submitted the proposed salary

ranges and steps. It has yet to be negotiated. Mr. Lynch responded that the \$100,000 increase has been discussed for implementation in the 2018 budget.

Mayor Tourville summarized the next steps – implementation of the appeals process with more to come, and adoption of the classification compensation study.

Councilmember Bartholomew asked if the Council had the manuals and documentation for their review? Mr. Bjorklund responded that the manuals that were prepared are primarily for the human resources benefit in terms of administering the pay plan once it is administered. In general, he does not permit those manuals to be distributed because it contains a proprietary methodology to evaluate the jobs. It is for them to implement. The Council information is for the final cost impact and proposed salaries. Councilmember Bartholomew then asked if Council could not look at the policies and procedures? Mr. Bjorklund said Council could look at them but they could not be copied and distributed. Councilmember Bartholomew said he would like to look at them. Mr. Lynch suggested setting up a time with Ms. Shefchik and they could go into her office and review them. Mayor Tourville said if they were on an agenda they would become public information.

2. 2018 BUDGET

K. Smith, Finance Director, stated that the full 2018 Budget packet was provided in paper form to the Council with updates that included changes for health insurance (anticipated 9% increase and it was less), police and fire PERA (increased rate was anticipated and that did not happen), changes to police personnel (one extra position removed) changes to longevity and education payments were changed. Then General Fund Transfer Out was reduced \$9,200 for Emerald Ash Borer. The capital outlay for the VMCC is included and central equipment. The JPA costs for broadband was adjusted +2,400.00. The General Fund additions page was also updated and placed in front of Council tonight. The tax rate for the General Fund additions is 0.51130, the 2017 tax rate is 0.51644.

S. Thureen, Public Works Director, presented the following budget items.

Water

An increase of \$13,400 which is 15% of the proposed cost for the staff engineer position. There is also an increase in overtime hours of about \$9,500. That would be for qualified utility staff to come into the water treatment plant on weekends to check the systems out and make sure they are working properly. This is to reduce problems that other cities had in lost water pressure on weekends caused by software failure. The City of Inver Grove Heights uses a different version of the software. The procedures for checking the systems, how it works, and what happened in Blaine and Hastings was discussed. Dan Helling, Utilities Superintendent, explained how the checks would be done by trained utility personnel and what is being looked at during the checks. If everything is lost there is no alert that everything is lost. Personnel would go in on a Saturday and Sunday morning for two hours to check the systems and numbers.

Councilmember Hark asked if this is being done in response to the problem in Blaine? Mr. Helling explained yes and his other counterparts in other cities are doing the checks.

S. Thureen stated under professional and technical services overall there is a \$10,000 reduction with less time for consultants because of not as many projects lined up. We are proposing introducing a three-year program for inspections in larger facilities to look for cross connections

in the system (where there could be contamination) and would need to be addressed, if found. A lot of cities are doing this work. There is a little over \$15,000 proposed for this program for next year and over the next two years to complete this work.

Under purchased, services and equipment, we have a passthrough of utility charges for portions of the city that are serviced by other cities for water connections and with their rate increases we have to bill for those increases and move it forward. Eagan has a 5% increase proposed for water, and South Saint Paul has a 3% increase, and between the two cities that is about a \$9,400 increase for those connections on their systems. The 5-million-gallon ground water reservoir needs to be rehabbed by patching cracks and repainting the exterior and is about \$185,000, this is work that is past due. Also, there is a large vault box (that has had problems with corrosion and condensation) that needs to be painted on the interior to seal and address the problems.

There is a reduction of about \$55,000 in the repair and maintenance of equipment. There are three different projects that are proposed. The video surveillance system at the water treatment plant is aging and needs replacement with an estimated cost of \$30,000. The AV system in the training room is about 10 years old and the proposed changes would be about \$20,000. Our chlorine gas monitor is due for replacement and the cost is estimated to be \$3,000.

Under repair and maintenance for utilities, we are in the process of replacing all the compound meters on the commercial accounts because they don't give accurate readings under low flows so "we are giving away water". We are proposing to switch out the system and we are asking for an extra \$5,000 to accelerate the program. A pressure reducing vault on 65th Street is having infiltration problems and we have tried different means to correct the problem. We would like to get someone on board to resolve this issue. For telephone we are budgeting for the actual billing which is about \$800 additional and asking for that adjustment. There is about a \$20,000 increase from the current budget to 2018.

Sewer

Under personnel 15% is for the proposed staff engineer tech position. Under purchased, services and equipment, we are again dealing with the rates from other cities for our services hooked into their utilities. The Met Council rate is also included. It is a total of \$64,500. South Saint Paul is raising their rates by 6%, Eagan is raising their rates to 3.15% and our rate to Met Council is just over 1% which totals about \$59,000.

At the Pine Bend lift station, the internal components need to be replaced at \$13,700.

There is a reduction of \$24,600 because we are proposing reducing the amount of the pipe lining in the sanitary sewer system.

When we do our sanitary sewer cleaning a new permit is required to be obtained from the Met Council with a minor fee and is included in the budget.

Storm Water

A memo was done in September to propose an increase to the storm water utility fee. It has not been increased since its inception. It had covered half of our annual costs that are storm water related (about \$300,000 in revenue a year). We are building a system that is getting larger and needs to be maintained. Our current revenue is about \$367,000 a year in 2017. On top of that

we have \$20,500 that we acquire to pay other cities (a pass through) where our system is connected to their system. With our proposal for 2018, our fees would generate \$488,000 in revenues and the pass through is \$21,900. There are 45 different rates. He gave examples of some of the different class increases.

If the proposed increase passes, some of the proposed items in the budget are a shared maintenance position between street (with a focus on storm water maintenance, and park maintenance.) The cost of that would be 50% from the storm water fund at \$38,800.

We would fund our power costs for the College Trail storm water lift station, right now it is coming out of streets or utility which is about \$13,800 a year. The cost varies on the amount of rainfall received and how often it needs to operate.

Eagan charges us \$1,300 and their increase this year is 1.74%. Last year they bumped their fee 66%, because of major long-term projects, they were funding. South Saint Paul is raising their fee 4% this year.

Under maintenance, it is about \$158,400 with many different factors. We would move one half our annual street sweeping budget into the utility budget which is about \$61,300 annually. There is \$9,100 for pond maintenance. There are raingarden modifications for \$15,000. There is \$12,000 for raingarden maintenance. There is general work (work on catch basins, doing work on pipes and culvert repairs) for about \$51,000.

There is an increase of \$1,800 for our dues to the Lower Mississippi River Watershed Management Organization.

There is a reduction of \$8,500 for funds that we are escrowing for things that are coming up. We are escrowing for some projects such as regional basin maintenance in the Northwest Area. A wetlands management plan will need to be done eventually. Two parts of the city have been done but the rest of the City needs to be completed. Our annual requirements and costs for documenting and reporting for the federal storm water permit and our water resources management plan.

Councilmember Bartholomew asked about the request for the increase of \$38,800 in personnel if it is for the shared position and said he did not see it in the addition page. K. Smith responded the additions page for tonight was strictly for the General Fund. 50% of the funds is from the Parks Budget and 50% is from the Storm Water Budget.

K. Smith said there are several other internal funds for water, sanitary sewer and storm water for auditing and capital purposes and are consolidated. These funds are debt related and the principal and interest payments can be seen in the budget. Revenues on most of them are from transfers from some of the other funds coming in and out that are ultimately removed for CAFR purposes.

Councilmember Hark asked about the 50% of street sweeping costs is contained in this part of the budget and asked if most cities share the costs with the streets department? S. Thureen said it would be a question about our staffing needs and we have not had any maintenance hires for many years. When we looked at our maintenance needs, we saw the need here as the city develops, for a storm water position that will ultimately be a full-time maintenance position. A hire would be for a person with knowledge and skills in storm water maintenance. Mr. Lynch said it varies from city to city on how they cost allocate.

Councilmember Piekarski Krech asked if the proposed storm water fee increases are based on a percentage? S. Thureen said it was based on a 45% percent increase across all categories. K. Smith said there was a memo dated September 7th in the Friday update regarding the fee increase.

K. Smith presented the Internal Service Funds and stated a summary was handed out in early September which gave a background on the Internal Service Funds –

Risk Management is all insurance except personnel related insurances and is from the LMICT. The Central Equipment is basically vehicle maintenance and replacement. Central Stores is copy machines and general office supplies. City Facilities is for the operation of city hall with a few other things included.

There are not too many changes to Risk Management. Central Equipment – the biggest request was for ventilation and roof for the about \$177,000. Central Stores really did not have any changes. City Facilities has the inclusion of \$60,000 and other professional services for contracting facility management. Technology was mentioned earlier and it includes the operation and replacement of technology and the biggest change is for the broadband JPA and includes the operation piece only.

A handout earlier shows the comparison from 2017 to 2018 so Council could see the changes and how they the allocations are spread out. There were some fluctuations of the allocations.

Central Equipment Replacement

S. Thureen presented the item with memos included in the packet with spreadsheets for costs trade-ins, and any other costs associated with the purchases. The total cost for all requested acquisitions is about \$870,000 for the 19 pieces of equipment. There was a total of 36 pieces of equipment on the list. It was reduced to four in streets, two in utilities, five in parks, one in inspections, five in police and two in fire.

Councilmember Piekarski Krech said most of them are older and do not have a lot of miles. What is the rational? Can some of the vehicles be repurposed to other departments where they are not used as much? The crack sealing piece of equipment seemed relatively new - is it being replaced to improve the work or is it not working?

Barry Underdahl, Street Superintendent, said there have been problems with the crack sealing equipment at various times which can cause liability issues. A few of the trucks are having issues that we are concerned about from a mechanical standpoint. Some of them have major engine issues that could get costly to repair. One truck in parks will be going to the golf course, their truck will be traded in for a new parks truck.

Councilmember Piekarski Krech asked why the police are getting a civilian vehicle instead of maintaining the existing vehicle. I know there are issues with the Explorers. Sean Folmar, Interim Police Chief, responded that the civilian sedan is being replaced with a SUV to be used by investigations. It would be used for easier storage of crime scene equipment and for a quicker response to crime scenes. Councilmember Piekarski Krech asked if it would be easier to use a police vehicle so it could be rotated. Folmar responded that the vehicles are being rotated through in different ways. Administrative vehicles are used for the drug task force.

2018-2022 Capital Improvement Plan (CIP)

K. Smith, Finance Director presented this item saying the report is in the same format as in past years. There is about \$80 million in potential projects over the next five years. The report breaks it down by amount and year. It is also broken down by fund and amount. Later in the report they are broken down by year, project and cost. The net debt levy as a percentage of the total General Fund Expenditures was a big concern. The net target for 2018 was 10%. It does go up to 17% in 2021 and 2022. This year we did a refunding of \$5.7 million. We are looking to issue debt for two projects that occurred this year and last year in order to maintain funding thresholds and to stay bank qualified. In 2018, we are looking at issuing debt for under \$10 million for the fire station. If we don't remain bank qualified the interest would go up. There are some assumptions that were used such as 2% annual increases in non-property tax revenues. Operating expenses increased by 5% per year. 4% inflation increased on capital costs.

She stated page 4 illustrates the effects of operating cost increases, capital improvement projects and the related debt levy on the tax rate given the assumptions, and the median residential market value for the next five years.

Some of the pages in the report give a narrative on the funds. A graph was shown of the tax rate impact over the five years. Policy considerations showed a chart of the expenditure level, increase to taxes and additional tax rate at different expenditure levels. Other exhibits included a General Fund summary and 2018 preliminary budget figures were used. One exhibit showed the General Fund Operating Tax Levy and the impact to the tax rates for the next five years. Exhibits B – M go through the specific funds for the next five years. The debt percentage of General Fund Expenditures needs to be considered to keep it limited because we are issuing too much debt. For 2017 to 2021, we set a limit of 10% and limited the potential project list for the fire station and public works facility at about \$6.6 million each. The plan now shows about \$10.4 million for the fire station and the public works facility is \$9.6 million in 2022.

Mayor Tourville asked if the \$10.4 million was an estimate for the building and the equipment. Mr. Lynch responded yes.

Councilmember Piekarski Krech asked about exhibit K, the Community Center Special Revenue Fund, and noticed the ending fund balance was all in red. K. Smith said that was in from a fund balance and not a cash balance perspective. Monies would be transferred in from primarily central equipment to help cover the costs upfront and it would need be paid over time.

Councilmember Piekarski Krech asked what the \$10,000 was for streetscapes throughout the budget. E. Carlson, Parks and Recreation Director, responded that this year Cahill streetscapes were upgraded as part of that, \$10,000 was needed to be added annually for future replacement and maintenance of the improvements.

2017 to 2021 Capital Improvement Plan (CIP)

K. Smith stated this CIP was prepared specifically to allow the city to potentially issue debt related to the fire station. The document as prepared to authorize for bonding up to \$12.5 million. The intent is to stay under \$10 million to stay state qualified. We could issue debt over multiple years if needed for unseen expenses. The public hearing was called on October 23rd and the public hearing will occur on December 11th. There is a petition deadline of January 10th for the public to file. Where it would be required to go to vote. If no petition is filed, we could

issue the debt at any time and issue it closer to the fire station construction. This plan prepared by Ehlers is consistent with the plan that was issued in 2008 for the expansion and remodel of city hall.

Councilmember Hark asked if the fire station exceeded the \$10.4 million if the debt could be issued in subsequent years up to \$12.5. K. Smith said yes. The \$12.5 million allows for some wiggle room and if \$10.4 million was used and more funding was needed the whole process would have to be redone. It can be issued over multiple years.

K. Smith gave a recap and stated the December 4, 2017, Budget Work Session would be the final review of the 2018 Budget and tax levy. At the December 11, 2017, meeting, Council will be asked to adopt the 2018 final Budget and tax levies (a public hearing will be held that night) and it would be certified to the county on December 28, 2017.

3. DISCUSS BABCOCK TRAIL FEASIBILITY STUDY

E. Carlson presented the item. In 2011, a trail gap study was done and the study identified a number of “gaps” in the city’s trails and sidewalks. Staff has been working to close those gaps. There is a Babcock Trail gap between north of Upper 55th and Interstate 494. A feasibility study was done and a Statewide Health Improvement Partnership (SHIP) grant was provided for \$20,000. Dakota County provided \$5,000 and the city provided \$6,000 to do the feasibility study.

A couple of neighborhood meetings were held. WSB developed a 30% plan set. Plan review has been done by Dakota County, City staff, CHS Inc., and the Parks and Recreation Commission. Estimated costs for what is being recommend are a trail north of Upper 55th on the east side (\$306,000), pedestrian actuated signal at Greystone Drive (\$20,000), concrete sidewalks north of Upper 55th on the west side (\$190,000) and Babcock Trail improvements south of Upper 55th on Babcock Trail (\$882,000) for a total of \$1,4 million.

We are not considering all the improvements at once and are recommending constructing a bituminous trail north of Upper 55th on the east side in 2019. We would work with CHS on right-of-way acquisition and work with Dakota County on funding. Installing the pedestrian-actuated signal at Greystone Drive still needs to be determined. We are looking at a concrete sidewalk north of Upper 55th on the west side associated with Upper 55th reconstruction and the date needs to be determined. Staff will work with Dakota County and ISD 199 on “safe routes to school” grants for improvements south of Upper 55th Street in the future.

Councilmember Piekarski asked how the city would fund the trail project? E. Carlson responded Dakota County could fund half of the cost and the other half of the cost would come from the Parks Acquisition Fund. She also asked if the apartments were heard from regarding the project. E. Carlson said there are a lot of pedestrians in the area and people in the area would appreciate a safe route to the school. The improvements would be well received from the feedback that was received.

It will be put on the next Council agenda for acceptance and staff will working with Dakota County and CHS for a 2019 project, if it is the desire of the City Council.

Mayor Tourville said some safety measures were adopted for the safety of dropping off kids by the school that will be looked at throughout the year. Salem Hills did look at safety concerns that were costly.

4. SUMMARY OF STAFF REVIEW OF “NO PARKING” ON CUL-DE-SACS

S. Folmar, introduced the item saying the item is being revisited because of the reconstruction and resigning of 59th Street and showed a short video of an Inver Grove Heights ladder truck attempting to turn around in a 96' cul-de-sac with cones simulating parked cars around the perimeter. It took three attempts to make the turn to exit the cul-de-sac. He then showed a PowerPoint. Fire apparatus roads must be provided from the fire station to every facility, building or portion of a building within the city per the Minnesota State Fire Code (MSFC). Fire apparatus access roads in excess of 150' in length must be provided an approved turn around according to MSFC.

A fire apparatus access road is defined as a road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as *fire lane*, public street, private street, parking lot lane and access roadway. (MSFC 202).

Public and private streets are the means to provide fire apparatus access roads and to deliver public safety services (Police, Fire, and Streets (snow plowing) and obstructing those streets, including cu-de-sacs, with on street parking diminishes both the speed and safety of that delivery.

Currently the standard cul-de-sac is 96 feet, however many in the NW area are being built at 110 feet but with rain gardens in the middle. There are some oddities at 70 feet, but they are exceptions rather than the standard

In order to allow parking on the side of a cul-de-sac, they would need to be at least 110 feet (without a rain garden) in order to allow large fire trucks, the ability to turn around without having to back up.

Currently there are some means to restrict parking in the city - City ordinances, Minnesota State Fire Codes and Minnesota state laws.

MSFC- fire apparatus roads shall not be obstructed in any manner. The minimum widths and clearances must be maintained at all times

MSFC – access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders

City Ordinance – winter parking (November 1 through April 1)

City Ordinance – may not park for more than 20 consecutive hours

City Ordinance – no angle parking

City Ordinance – fire lane ordinance

State Statue – cannot block driveways

State Statue – must be 10' on either side of a fire hydrant

State Statue – must be 30' back from a stop sign

A 96' cul-de-sac map was shown showing the number of curb feet. A diagram was shown of cul-de-sac parking. Public roads are posted with standard no parking signs and private roads are posted with no parking fire lane signs. The Council is authorized to designate parking zones and restrict the length of time parking shall be permitted (6-3-2). Staff is looking for direction going forward.

Options:

1) Retain those previously posted and sign only new construction 2) Sign new construction and reconstruction as part of a city project 3) Sign every cul-de-sac in the city or 4) Sign nothing.

Mayor Tourville asked what trucks leaves the fire station first for a structure fire? Fire Chief Thill responded that if it was a single family dwelling it would an engine out first or ladder 13. Mayor Tourville does not want every cul-de-sac signed. There seems to be no problem putting up signs in the 70' cul-de-sacs. Ms. Thill said there are currently some 96' cul-de-sacs that are posted as no parking. Mayor Tourville said it will need to be decided whether to keep those no parking signs posted.

Councilmember Piekarski Krech asked how often the no parking on cul-de-sacs is enforced. S. Folmar said it is complaint based.

Councilmember Piekarski Krech asked if all newly built cul-de-sacs are being signed? S. Thureen responded in recent years yes. It was lax for a couple of years and not uniformly followed. To sign all existing cul-de-sacs properly would cost in excess of \$30,000. There are currently between 200 – 300 cul-de-sacs.

Councilmember Hark asked if the new cul-de-sacs tend to be larger? S. Folmar said they are starting to put in raingardens and are then restricting the full access around the cul-de-sac. So, they are larger in circumference but you are losing the access for vehicles. Councilmember Hark said this is not an issue November through April. S. Folmar said it would not be a problem overnight. This is difficult, because we can't treat one cul-de-sac different than another.

Councilmember Hark asked about the city liability if certain cul-de-sacs were signed and another one was not signed because of inconsistency? Attorney Kuntz did not have an answer tonight. S. Folmar responded he did not know but it is probably less than more, fewer of them are signed.

Councilmember Perry asked about enforcing signage and complaints. S. Folmar suggested to start now and continue going forward with new construction and reconstruction. He stated that would help stay consistent.

Mayor Tourville state that any reconstruction of a 96' of cul-de-sac resulting in no parking signs may not like or want the signage posted as no parking after reconstruction.

Councilmember Piekarski Krech asked if the width was a problem or is it a problem because it is a cul-de-sac? Jeff Shadegg, Fire Marshal, said the issue is size because it takes a certain radius to turn large vehicles around. In regard to liability, the way the fire code is worded "fire lanes shall be provided in accordance with the codes that are adopted by the State of Minnesota and the City for new construction buildings built here after and buildings moved into the city." He stated, I started in 1984 and there were many existing cul-de-sacs. It was never the intention to go back and resign those until something would happen with reconstruction. Since, then in my comments - if a cul-de-sac in a construction process - anything more than 28 feet would be signed with no parking on one side and anything less than that would be signed on both sides and all would be posted three quarters of the way (into the cul-de-sac and all the way around to the end of the cul-de-sac and does not carry down from the stem). We have been posting them for the most part since the beginning of the Rottlund projects.

J. Lynch commented on the practical application and direction from administration to engineering is all new construction will be signed and enforced and staff would like to do all new reconstruction which would be signed and then enforced. It is a practical approach. The challenge with the 59th Street neighborhood was inconsistency of the message that the street was going to be signed and the cul-de-sac was going to be signed. We were also inconsistent with the number of signs that were installed on the street and the number of signs that were replaced. We need to do a better job of telling the neighborhood upfront, on what is going to happen. When there are complaints the answer should be it is the City's policy.

Mayor Tourville said there will be reconstruction in areas that have the larger cul-de-sacs and we will address them at the public hearings with the neighborhoods. J. Shadegg some of the neighborhoods may have larger cul-de-sacs that don't need to be posted for no parking. One hundred and ten feet will usually work. It would be for cul-de-sacs less than 110 feet. Councilmember Piekarski Krech suggested making that a policy statement that any cul-de-sacs under 110 feet be signed upon reconstruction. That would make it consistent as reconstruction happens. J. Shadegg stated that the 110-foot cul-de-sacs would have to be ones without raingardens.

Mayor Tourville suggested writing something up with the comments made tonight – new construction, reconstruction and if they are less than 110 feet and bring it back to Council. J. Shadegg asked if the signs already posted can remain posted. Mayor Tourville said yes.

5. DICKMAN TRAIL 96-INCH DIAMETER CMP STORM WATER OUTFALL

T. Kaldunski, City Engineer, introduced the item and said the 96-inch culvert being discussed is large. He showed the location on a map. It is located between 71st Street and 77th Street that carries runoff under Dickman Trail and the Union Pacific Railroad. It is 330 feet long. Water goes down Dickman Trail into a ravine. There has been settlement and erosion above the culvert on the west shoulder of Dickman Trail. Real erosion is occurring down the center of the pipe and showed a picture. Barr Engineering did a study on the condition of the culvert. Water on the downstream side of the pipe does not come out – if falls through the pipe. Some of the pipe has moved. It does have some serious problems. It was probably replaced in 1965 or 1969. The real age could not be found. Barr Engineering is not sure if the culvert should be repaired or replaced. If a repair was to be done testing would need to be done which would be cheaper than repairing the culvert. To replace the pipe the estimate is \$330,000.

Councilmember Piekarski Krech asked if the pipe could be lined? T. Kaldunski said that would be part of the repair. That is why the potential for a head wall is being discussed and that would cause some ponding upstream and a ponding easement would be needed. This is in one of the locations where a grant opportunity through the Minnesota Pollution Control Agency may be possible. More study needs to be done. We are giving the Council the report and showing you what the pipe looks like. There are some issues for the City and for the Union Pacific Railroad. We want City Council to accept the report then we would present it to the Union Pacific Railroad to tell them what we found. We want to work with them as partners to come up with the ultimate solution. We would believe there would be cost sharing and not sure of the percentage that would be paid for by the city and/or by the railroad. The first settling occurred in 2015 and since then we have been watching it closely. The report is part of the packet. The watershed drains from the South Grove Basin watershed and carries a lot of stormwater. There have been a lot of stormwater assessments in the past and we could go that route, or could go through a special taxing district, and those are things to keep in mind to take care of this very important pipe.

Mayor Tourville asked if there was enough information to present to the Union Pacific Railroad and could a 96" pipe be lined? Mr. Kaldunski said there are techniques that could be done. Most of the repairs would be done to the bottom of the pipe. There is enough information for discussion with the railroad and detailed cost estimates. This is a starting point for discussions.

Councilmember Hark asked if the patching was done how long would it last? The pipe above is in relatively good condition but would be tested and estimated it would last maybe another 20 years or longer. Councilmember Hark asked if someone walked the whole length of the pipe? Mr. Kaldunski said they did. The profile was measured and showed where it has shifted.

Mayor Tourville said it needs to be done and should continue to be monitored

6. REVIEW RESULTS OF ADDITIONAL B-LINE TRUNK SANITARY SEWER FLOW MONITORING AND MODELING

Mr. Kaldunski introduced the item. He reported a series of studies have been done in the Northwest Area (NWA) for sanitary sewer. The start of the program is our current comprehensive sanitary sewer plan. This is what we have had as a comprehensive sewer plan since 2006. He showed a map of the area. It is in the area of South Robert and 70th Street (northeast quadrant of the NWA). The original concept follows the alignment that is in the City's CSSP. Additional studies were done by Bolton and Menk and showed a map showing their recommendation for the sanitary sewer. Another option was to look at the B line and a map was shown. The report shows the flow monitoring on that sewer from 2016 and 2017. The Alternate #2 Study map was shown and staff was interested in this option as it would allow for a savings of \$2.9 to \$3.1 million because of the depths. The study being presented tonight shows there is adequate capacity in the B-line sewer lift station to discharge. A map was shown of how the sewer would flow. We are asking City Council to accept this modeling, accept the report and recognize that it does have capacity for option 2 from the March study. At that point, if City Council has accepted the report and wants to move forward with option 2, we would favor it in our comprehensive plan update for 2040. Staff would say this is the sewer option we would recommend and look forward to it at this point. You would then accept the report on the South Robert District, accept the report on the B-line sewer, and now and between 2040 this is where staff thinks the sewer should go when development occurs. That is the general concept staff is talking about. We are confident we have the capacity to go this route. We will bring this to a Council meeting.

Councilmember Bartholomew asked if there was any input or objections from any existing property owners? One owner would love to see a portion of the line to go in now. At the informational meeting, we invited everyone in the sewer district north of 70th Street and about 30 people attended (good attendance). Generally, everyone was comfortable with the utilities.

Mr. Kuntz asked if they hooked up to the B-line what would be the cost? Mr. Kaldunski responded they would pay the northwest area fees as set by City Council from time to time. They will pay a fee at the time of development based on capacity or number of units, and pay at the time the building permit is issued. Mr. Thureen said some parcels have already been assessed for their B-line trunk charges. A credit would be given against the current fees for what they already paid.

Mayor Tourville that this will be on the next Council agenda. Mr. Kaldunski said yes.

Mr. Lynch reminded Council that all day Wednesday was set up for police chief interviews starting at 8:30 am and ending with a meet and greet. Thursday is a special meeting at 6:00 pm. Saturday is the Veteran's Day celebration breakfast at 8:30 am with a program at 10:00 am.

B. ADJOURN

Councilmember Piekarski Krech made a motion to adjourn, seconded by Councilmember Perry, and unanimously carried. The workshop adjourned at approximately 9:56 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY December 4, 2017, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, December 4, 2017, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmembers Bartholomew, Hark, Perry, and Piekarski Krech. Staff; City Administrator Joe Lynch, City Attorney Tim Kunz, Community Development Director Tom Link, Public Works Director, Scott Thureen, City Engineer Tom Kaldunski, Finance Director Kristin Smith, City Clerk Michelle Tesser, Interim Police Chief Sean Folmar, and Fire Chief Judy Thill.

1. 2018 Budget

K. Smith, Finance Director introduced the item. She stated today is the last day to review the final 2018 Budget and next Monday's Council meeting. The Council will be asked to adopt the 2018 budget resolutions for approval of the budget and the levies. There have been no changes since the November work session. Included in the packet is a one-page summary of the General Fund Additions and the draft resolutions that will be included on the December 11th Council agenda.

Councilmember Bartholomew said he is considering removing funding for the canine officer. He thinks it's too early and would like to hold off and look at it in 2019. He would also not like to fund the additional engineering employee and believes it make more sense in 2019 when there would be more activity. Also, he recommended that the parks and recreation/storm water employee for the public works department be taken out of the budget.

Councilmember Piekarski Krech asked what was being planned for the phones. Are all employees who need a phone using their personal phones and getting a stipend? J. Lynch responded that there is an electronic device policy that was passed by Council three or four months ago. As a part of that the city is trying to do two things:

The first thing, is to reduce the number of electronic devices being used (that are bought, maintained and troubleshooted), because we are not increasing the IT staff, that is half the job of the current IT person.

The other reason, is to cut the cost because every device has a price tag attached to it for data, or voice and data, or voice, internet and data. We are going through all departments and making determinations about those that are "necessary" meaning operationally necessary. For example, there are smart phones in all squad cars and are not assigned to individuals and there may be more than one person in a squad car and they would have access to the internet. We have an on-call smart phone for public works employees. They rotate weekends and they need to sometimes contact the Public Works Superintendent or Public Works Director to discuss situations, weather related mostly. We are also looking at duplication of devices. iPads have internet connectivity. The policy does allow us to ask employees to have one phone and we would prefer it not to be the city's phone and we would pay a stipend. There are varying levels of the stipend amount depending on their need and their position. For example, some employees only have push to talk phones and others have smart phones and the stipend rate will depend on who the person is and what the operational need is. We are trying to cut costs, reduce the number of electronic devices and reduce IT time on these devices.

Councilmember Piekarski Krech asked if the policy has been put in effect and asked how that affects the budget? J. Lynch replied some of it has been put in affect and we are working

with others. It will not be a cost increase to the city from what it is today. It should be a net decrease but work still needs to be done.

Councilmember Bartholomew said he had one additional item. He would like to drop the additional park maintenance fee \$35,000 and make the net number \$90,000, with \$50,000 coming from the General Fund (which is existing) and adding an additional \$40,000 instead of an additional \$75,000.

Councilmember Hark said the canine and canine officer is needed but not this year. Next year is a better time to look at this. It seems to be working for sharing a canine unit with other communities. Inver Grove Heights is growing and it is a question of when it will be needed. When the new Police Chief comes in he can make the argument for the canine program.

Mayor Tourville said there is a comprise - that when we were looking for a new Police Chief (which has been decided) for every applicant that question came up and every candidate was in the affirmative. The comments heard from applicants was one canine is worth three or four officers. We could include six months of funds in the budget to put it in place for July or August 2018. Comments were heard from residents that a canine and canine officer were needed.

Councilmember Bartholomew said it would make sense to fund half of the cost now and look for donations from the community. Half the cost would be there for 2019. Councilmember Perry said she talked to Kristi Smith this morning about partially funding for this and supports partial funding the program. Councilmember Piekarski Krech said she is not so concerned about the funding but wants to know - who would be the canine officer and are there rules and regulations in place. Would the officer need to live in Inver Grove Heights so that the canine is available on short notice.

S. Folmar, Interim Police Chief, said the funding in the budget is for the salary of the officer. Canine school starts in March every year, runs for three months, and has roughly eight to ten openings which depends on the number of dogs they have. St. Paul was holding a spot for our city in March of 2018. There are openings for 2019. Funding in June would not do much good for 2018. Starting funding in September would help us for 2019. Once we send that person for training they will be gone for three months and we would need to hire a replacement officer. They would not be part of the normal schedule, they would be part of one of the teams.

Councilmember Piekarski Krech asked how they would pick the dog? S. Folmar said one of St. Paul's kennel supervisors will come and be part of the interview and they will invite another department that has a canine officer to also be part of the interview. Councilmember Piekarski Krech asked how the dog was chosen. S. Folmar said we don't choose the dog. St. Paul will choose a dog that is suitable for the agency, for their intended use, and suitable for the handler.

Councilmember Hark asked how far along they are with their policies? S. Folmar answered he has started by looking at other community's best practices and policies. Councilmember Hark asked how much was expected in donations? S. Folmar responded a couple of people have reached out to him that are willing to donate money. He expects to raise about \$10,000 immediately (which is about half the cost) for the dog and its related costs (vest for the dog, kennel at home and retrofitting the car). Councilmember Hark asked what the \$98,000 additional funds being requested was for? S. Folmar that was strictly for the officer and has nothing to do with the dog which would be handled through donations.

Councilmember Piekarski Krech said it would make sense to start the canine process in September so another officer could be hired and trained so that the department is not short an officer. The policies should be put in place prior to approval of the program. We now know where we are headed in September. One of the candidates discussed public safety foundations within the city. This gives us time to look into that. We could start a foundation or non-profit for people to donate to and the money would be there. S. Folmar said something could be set up and those donations would be used only for the canine.

Councilmember Hark said in the budget is \$100,000 and that is a lot and does not question the value of a canine dog. Next year just may be a better time. Mayor Tourville said it may be valuable to the department to have some money available in 2018. The things to do are: draft the policies, look at when it could happen, look at setting up a foundation, and looking at donations. If 50% of the funds were available it would put the department ahead of the curve.

Councilmember Piekarski Krech said she would like to be fiscally responsible. This way it would be in the budget for 2019, rather than just make it 50%.

K. Smith said that for an officer to start in September, the number would change from \$98,400 to \$32,800. And council suggested changing it to \$33,000.

Mayor Tourville said there are different thoughts from metro departments about the function of the dog – would it be around kids or going to schools? This could be added to the draft policy.

Mayor Tourville said in Parks and Rec. he is in support of the additional \$40,000, things need to be replaced, the parks are changing, and it was a good meeting with the Parks and Recreation Commission. The engineering position would be split half engineering and half parks, is this something new? J. Lynch responded staff has prepared some information about the positions. S. Thureen said he would talk about the shared maintenance position first. A memo was prepared discussing the size of the system that is being maintained. He showed a map with dots showing pipes for storm water basins (about 345) that need maintenance based on inspections. The map does not include manholes and catch basins. The dots represent major maintenance and minor maintenance that is needed. Major maintenance would need to be contracted out with staff helping. Minor maintenance would be done by staff. 20% of the system is looked at each year. We need more funding for maintenance of the storm water basins whether it be staffing or using contractors. These maintenance issues need to be addressed. The streets department is responsible for the storm water maintenance. Maintenance issues are based on citizen complaints. We are not getting scheduled maintenance done regularly.

Mayor Tourville said we are looking at one full time person and they won't be doing just storm water maintenance – it is being funded out of storm water fees? S. Thureen said that was correct, 50% would be funded out of the storm water budget. Mayor Tourville asked if the person in the winter would be snow plowing? We are looking at the hours of a full-time person. Storm water maintenance is important. Do we already have someone that could do the maintenance work? We are looking at the hours. S. Thureen said it is a shared position with the thought being the expertise we are looking for is with "natural resources" which may not be the correct word – but work needs to be done on the ponds. Vegetation is growing around pipes and looking at taking care of invasive species which would cross over to the parks side. Trimming of trees and bushes in rights-of-way needs to be done. Staff is shared across departments to get the work done that has the highest needs.

Councilmember Bartholomew said from his understanding, the red dots on the map are what needs to be done by a contractor? S. Thureen responded yes but some of the work can be done in-house. Councilmember Bartholomew asked if there was an existing employee who could devote 1,000 hours towards the storm water maintenance? S. Thureen said there is a long list of things that need to get done seasonally and we look at critical issues first.

Barry Underdahl, Street Superintendent, responded we have been using different staff members to get pond maintenance work done. As the workloads grow it is getting tougher and tougher to do. Our street maintenance needs have gone way up because of the age of the pavement. Sometimes the roads are getting patched five times a year instead of once a year. We are spreading ourselves thin. Five thousand hours should be dedicated to storm water maintenance. We need someone to focus on this half a year. There are a lot of pipes and catch basins that need attention in the city. We are doing the work to meet the Federal permit requirements but more work needs to be done.

Councilmember Hark asked if staff could estimate how many of the green dots (minor maintenance) will turn red (major maintenance) in a year? T. Kaldunski, City Engineer, said if the green dots are maintained now, they won't go past the critical stage and turn into an expensive repair. A total need of \$22 million of work is needed to be done now. The crew now has about \$5 million worth of repairs that could be done by current staff. There is about \$17 million that should be hired out to contractors. We are trying to find grant funds to do some of the major maintenance.

Councilmember Bartholomew said the impact on the budget would be \$38,900. K. Smith said that is the half for the parks portion of the budget and the other half of \$38,900 would be from the storm water budget which would be an increase to the storm water budget.

S. Thureen said the engineering staff position would be below the Assistant City Engineer. The idea of getting another professional on staff is being driven by the amount of work effort we have seen the last couple of years and the skill set needed. It is a struggle to get the work done by existing staff. A consultant could be used. T. Kaldunski said the engineering department has been extremely busy the last few years. If a person is gone (vacation, meetings) we fall back. A lot of messages come in a day (sometimes up to 50). Staff is down half a person that was there five years ago as budget cuts were done. We have used good interns in the past. The number of projects being done is growing and a memo regarding the upcoming projects was done in August. There is an increase in building permits that engineering reviews. We are looking at hiring a newly graduated engineer, growing them into the position and they could be included in the succession plan for engineering. He showed a map of all the projects for 2018. It is a record number of projects since 2009.

Councilmember Hark asked about using a consultant and whether a retainer was used or if the work would be billed to the city? S. Thureen said that as development items come into the Engineering Department it is reviewed and the consultant would bill for the work from the escrow provided by the developer. Mayor Tourville asked about the revenue that could be recouped. T. Kaldunski said he expects some of that to happen. Mayor Tourville said if development is going to be high for a three or four-year period it would be better to hire a staff person. T. Kaldunski said he expects the development to last a longer period of time, especially with the North West Area. Most of the salary will be recoupable with development fees. The person could also help chase down grants.

Councilmember Piekarski Krech asked about the qualifications of engineering technicians – there are two different levels of techs. T. Kaldunski said an engineering tech has to be a graduate of a tech school or two-year associates program. To be a senior technician they have to have a degree and a certain number of years' experience, ranging from seven to ten years. Councilmember Piekarski Krech asked if any of the current techs have an engineering degree? T. Kaldunski said one tech does have a civil engineering degree and one employee has a geology degree. Council Piekarski Krech asked if office support could help weed out some of the emails? T. Kaldunski said that is happening.

Mayor Tourville state we have the work and it's a revenue driven position. He would support the engineering position.

Councilmember Hark asked who pursued grants currently because it is time intensive work. T. Kaldunski said the new person would help with the grant writing. He stated he oversees it now but his assistant has been trained to take over some of the grant work.

Councilmember Bartholomew asked if part of the parks/storm water position would be paid by fees collected from the storm water fees, which the storm water fees are being raised? K. Smith said that is correct the proposal is to raise the storm water fees by 45% to help cover the costs of the position. Councilmember Bartholomew asked if the position was not added would the percentage of increase be changed? S. Thureen responded he would recommend approving the proposed storm water fee increase because of the amount of storm water maintenance needs.

E. Carlson said regarding the shared position he echoes S. Thureen's comments and the park maintenance needs have increased as well. An example when cutting grass – we have increased the acreage of grass cutting each summer (138 acres since 2002) and it takes about ½ hour to cut an acre of grass. It takes about 1,300 hours, in a typical summer, to cut that additional acreage of grass and no new staff has been added.

Mayor Tourville recapped the discussion, and said some of the issues have been resolved on the canine discussion which would include \$33,000. There are two positions in engineering and one of those positions would be shared with parks. We are looking at a \$40,000 increase (instead of the \$75,000) in the parks and recreation budget.

Councilmember Bartholomew said he thinks the engineering position should be handled through project driven escrows with the use of those funds to pay for outside consultants. He is ok with the shared engineering and parks position and sees the need for the position. He is in support of the canine discussions and in favor of the \$40,000 increase in the parks and recreation budget. He does not support the engineering position.

Councilmember Hark said he is in agreement with the canine compromise. He is ok with the shared position of storm water maintenance and parks maintenance. He is also in agreement with the engineering position. He is also ok with the \$40,000 in parks and recreation budget.

Councilmember Piekarski Krech said she would like to use consultants instead of hiring an engineering position.

Councilmember Perry said she is ok with the canine. She is in support of the two positions. She is ok with the \$40,000 addition to the parks and recreation budget.

Mayor Tourville said he is in support of the two positions as there will be better control versus using consultants. Next Monday we could look at parks versus the whole budget and add the engineering position.

K. Smith asked if Council was looking for two resolutions? Mayor Tourville said to make the correction regarding the canine, \$40,000 to go into park maintenance (versus the \$75,000), and add the two engineering positions. There seems to be censuses for the shared storm water maintenance and park maintenance position, and the other engineering position might need more conversation. Councilmember Piekarski Krech said two budgets are not needed. K. Smith said she would make the changes – add the two new positions, \$33,000 for the canine, and reduce the parks maintenance budget to \$90,000 total.

2. SAC CREDIT/LOAN PROGRAM

J. Lynch said the City Government Intern, Allie Hillstrom, would like to present a program for Council consideration in 2018. She presented a SAC Loan Program for Council to adopt for businesses in Inver Grove Heights. This would promote small business development and is a deferral program to defer the Sewer Availability Charge (SAC) and Water Availability Charge (WAC) imposed by the Metropolitan Council.

A one-time fee is included on the building permit for the SAC charge. Residences and businesses pay to connect to the regional wastewater system and expand the wastewater flow. The fee collected is paid directly to the Met Council. Met Council uses the fees to pay for construction and maintenance of the regional wastewater pipes and treatment plants.

The SAC amount is determined by the amount of wastewater flow from the facility. One SAC equals about 274 gallons a day of wastewater flowing from the property. One SAC unit fee equals \$2,485 in 2017. One residential house has one SAC unit. Businesses with an anticipated higher water rate would have more SAC units. Calculating the SAC determination is anticipated gallons/day of wastewater, number of seats (for restaurants), square footage and number of stations.

Fees on building permits based on Met Council SAC determination include (based on the number of units determined by the Met Council):

SAC Fee	\$2,485
Sewer Connection Fee	\$ 450
Water Connection Fee	\$ 840
City Water Treatment Fee	\$ 730 in addition to the other building permit fees.

The impact on small businesses may be large unexpected fees. Once the SAC is paid it stays with the property. If the business changes its use or expands, it would go through another SAC determination by the Met Council which could make the business pay for more SAC units. The costs would be due upfront with the other building permit fees. She showed some examples of Met Council fees for three restaurants.

The city has a few options for deferment of the fees such as in Concord/Cahill, Arbor Point, and Upper 55/Blaine Avenue/Bishop Avenue areas.

Councilmember Hark asked for the definition of a small business. Allie Hillstrom responded currently there is no definition for small business. It is not defined in the plan; a cap is set on how many SAC units will be allowed for SAC deferment.

Mayor Tourville said SAC negotiations have been done in the past for some businesses.

J. Lynch said we are trying to get an idea whether or not the Council wants to pursue the deferral program. If you are interested in pursuing the program, some policy parameters will be included. The size of business could be determined, what the application would look like, who is eligible, and cap the number SAC units deferred.

City Government Intern Allie Hillstrom said Met Council has created a deferral program. It allows cities to apply to this program. If the city is approved to use the program, it would allow the Met Council SAC fees to be deferred for businesses. The interest rate would be set. The city could set some of its own parameters such as maximum loan term (one to 10 years). The maximum number of SAC units that could be deferred (up to 25). A minimum down payment of 20% would be required (but the city could set it higher).

Other cities that use the program in Dakota County include Apple Valley, Hastings and Rosemount. There are 13 other cities in the metro that have adopted the program. Businesses that may be interested and are using the program include restaurants, café/studio, breweries, American Legion, Daycare and Montessori Schools.

The second option would be to create a City SAC deferral program which would be independent of the Met Council's program. If this is chosen, staff is recommending deferring:

- Building Permit Fees: Met Council SAC, City sewer connection, City water connection, City water treatment
- Maximum SAC units per property be up to 10 units per property (\$24,850)
- Maximum SAC loaned citywide be 50 units
- Minimum down payment of 10% of fees
- Maximum loan term be 5 years
- Interest rate be 1% above bonding rate (2.69% - 2017)
- Policy would not apply to the NWA
- Approval process would be licenses, no liens, no tax delinquencies
- There would be a certification process (already in place) for unpaid fees and
- Funding would be through the Sewer Connection Fund.

Cities using their own policy are Anoka and Shakopee. Hastings and Burnsville use a combination of the Met Council Program and a City program.

Staff is recommending that City Council adopt a SAC Loan/Deferral program.

Councilmember Bartholomew asked about the payment of the program to Met Council and how the city will fund it upfront? Allie Hillstrom responded the City would be the intermediary; we pay Met Council and the business would pay the City.

Councilmember Hark asked if other cities had problems with businesses defaulting on city loans? The cities she contacted have not had those problems. If a business were using the program and went out of business, a letter would be written to the Met Council and the City would be able to stop paying the fees on the property. If the business stopped paying (without going out of business) than the certification process would be used which would be a requirement of the City. Mayor Tourville said on the default, on the higher SAC fees for bars

and restaurants there has been a lot of default. There is the certification process and the fee does not away. It has helped some businesses to make it. T. Kuntz said the certification goes against the property so the landowners name, and not the tenant, have to be in the agreement, agreeing it can go against the property, if there is a default.

Mayor Tourville said there is no down side to this kind of program for the whole city and has no idea what is going to happen in the North West Area (NWA) there may be some mixed use. The applications would be reviewed. Councilmember Piekarski Krech said she would like to see the program used for current businesses trying to expand or businesses moving from existing buildings to unoccupied spaces. T. Link said the focus is on established retail areas of the City. This can be a form of a redevelopment tool and not so much for the new development in the NWA. This is geared to small businesses because they probably don't know that SAC fees exist.

Allie Hillstrom said in the packet a draft policy was included that could be adopted by the council, the parameters were intentionally left blank. It was agreed that the City go forward. J. Lynch asked if the Council wanted option 1 (Met Council) or option 2 (a city policy). It was decided to go with option 2 where the City would have more control over the parameters. This would be brought back to the Council in 2018 for consideration.

3. JOE ATKINS VARIOUS/CITY COUNT INTERESTS

J. Atkins said he is hoping from the county side to work and collaborate better with the Cities to help pay for roads, parks clean water, technological infrastructure and public safety.

CTIP Quarter Cent Sales Tax - now stays entirely in Dakota County for transportation projects. It amounts to about \$16.5 million per year. Inver Grove Heights and Lakeville are at the top of the list deemed eligible for some of these funds.

He knows the city is concerned about 117th Street. The potential Argenta Trail and 494 interchange is another eligible project. There are openings for other projects if the City is interested. There can be some departure now from the 55/45 funding with the availability from other funds in regards to 117th Street project.

Host communities having to host landfills are concerned with noise, odor, pollutants, traffic, suppressed property tax values, and suppressed taxes. There is a proposal for some of the host fees the county collects should be allocated to some of the communities that host landfills. It has not been approved yet. It will be discussed next Tuesday.

The amount proposed for Inver Grove Heights is \$1,000,080. Towards the end of March, you would submit ideas for the use of those funds and the County Board would act on those ideas in June. It is not cast in stone.

Councilmember Hark asked if the money is used near the landfills or further away from the landfills. Mr. Atkins replied it would be the communities of Inver Grove Heights, South Saint Paul, Rosemont, Burnsville and Coates. It could be used for the whole community. It would be a pilot program and the first year would be 2018. Host community fees collected are about \$7 million a year.

The Dakota County CDA is wondering if Inver Grove Heights is interested in more affordable senior housing product, workforce housing, and permanent supportive housing.

For the Dakota Broadband project, a lot of fiber has been put in underground. It is dark fiber now and there are some gaps. A great backbone of fiber is available. Host sale of the fiber may be available for the commercial market.

Public Safety Facility – currently public safety facility pieces are located where the population is not. A new location is being looked for. Councilmember Piekarski Krech asked how many acres were needed? Inver Grove Heights, Eagan, and Mendota Heights are in the search area. \$6.5 million is being asked for from the State for the project.

Councilmember Piekarski Krech asked if the sewer issue was still being worked on for 117th Street? J. Atkins said he believes it is still being discussed. Mayor Tourville said the bonding will be looked at for both the County and the City. A JPA will be coming in December.

J. Atkins said there are 10 to 11 lots on Concord that the County owns and there is a waiting list of over 2,000 applicants county-wide for senior housing.

Councilmember Hark asked how many acres were needed for the public safety facility? J. Atkins replied that has not yet been determined. It may be six to eight acres.

Councilmember Bartholomew asked what the numbers would be if they increased from the 55/45 cost sharing on 117th Street – 60/40 or 70/30? J. Atkins said it could be higher he can make a pitch for higher than 55. Funding is decided project by project. It is a high priority project for Dakota County. It has a regional benefit.

J. Atkins asked for thoughts about the lots on Concord. Councilmember Piekarski Krech said the original plan called for mixed use with retail on the bottom and housing over that. Inver Grove Heights is short on workforce housing and the bus runs along Concord. The CDA is thinking of putting out a RFP for the property to see what the people have in mind. He sees no down side to see what the community development needs are. Councilmember Piekarski Krech commented Inver Grove Heights is short on workforce housing and especially on workforce housing along public transportation routes. More public transportation is also needed in Inver Grove Heights. J. Atkins said they are looking at east/west transportation connection needs. Mayor Tourville agrees there are public transportation needs. Met Council recently had budget cuts.

4. COMMUNITY POLICING UPDATE

S. Folmar presented a PowerPoint of the 12-hour police shifts as of October 31st. On January 1, 2017, we began 12 hour shifts for patrol officers and sergeants with a team concept. This maintained 24 hours supervision every day. The entire department can train in two days, which is the biggest benefit. (It used to take five days). There are more officers working at any given time. There are six officers instead of three or four. Officer initiated productivity has increased. There have been positive citizen observations. Overall department morale has improved. Officers like working in teams. It has helped with better performance evaluations.

Concerns that have come up before have been addressed. Vacation time is not being used as it has been in past years. There are Pitman days to reduce the numbers used throughout the year. One day per month was taken off (except for the summer) to cap vacation time. For sergeants the comp time was reduced. Every other Monday or Tuesday they work for

eight hours on administrative duties to reduce their comp time. There were 72 days out of the 365 with an administrative sergeant because of the benefitted time.

Officer initiated activity for 2016 was 3,671 versus 8,959 in 2017. Councilmember Piekarski Krech asked what that does to the DCC fees? S. Folmar responded it will increase the fees which are averaged out over three years. This year we won't see much of an impact. Calls for service in 2016 was 21,032 and for 2017 it was 27,631. In 2019, the increased DCC fees will need to be budgeted for.

There are positives that we will keep improving on. There are some concerns and with adjustments they will become positives as well. The patrol officers and sergeant's unions have signed a memo of understanding for 2018 to continue the 12 hour shifts for another year. Bidding is almost complete for 2018.

A shift schedule was shown.

Mayor Tourville said it seems to be working well and other communities are also using the 12-hour shifts. Councilmember Bartholomew agreed.

5. RR QUIET ZONE

T. Link introduced Chris Ryan of SRF Consulting Group Inc. to discuss the railroad quiet zone assessment which Council approved the contract with them to do the study. The work included collecting data, conducting a diagnostic meeting of each crossing with representatives of the railroad, analyzed improvements, prepared plans for each of the crossings and costs. Some emails have been exchanged with a resident at the 150th crossing.

Mr. Ryan showed a PowerPoint and stated that by law a train is supposed to sound its horn when approaching a crossing at a certain decibel with a certain pattern every time it goes through. There is an allowance, if certain safety requirements are met to create a quiet zone. Under certain circumstances such as in an emergency it could sound its horn. The crossings that were studied are: 65th Street, 66th Street, Upper 71st Street, a private crossing, 105th Street E. and Azalea Way.

Train horn rules were mandated in 1994 by Federal regulation of horns at grade crossings with exceptions to allow quiet zones. 1994 to 2003 the FRA solicited input from stakeholders. In 2005, the train horn rule went into effect.

For minimum quiet zones requirements - the quiet zone must be at least ½ mile long and include all crossings within the quiet zone limits (must have less than ¼ space after last quiet zone crossing).

All public grade crossings need minimum active working devices 1) gates 2) flashing lights 3) power-out indicators and 4) constant warning time (CWT) detectors at each crossing.

The city is lucky to have most of the minimum requirements at their railroad crossings and showed a chart of what was already in place. 65th Street is being programmed to have a flashing light upgrade next year. 66th Street and Upper 71st Street have the minimum warning devices already installed. The private crossing is treated differently and does not need the minimum requirements. The 105th Street and Azalea way has no constant warning time (CWT)

device. To upgrade the two crossings with the CWT device is estimated to cost about \$250,000. This is a price set up the railroad.

After the minimum requirements have been met, it would need to be checked that you meet the risk requirements. The National Significant Risk Threshold (NSRT) is the average risk at gated crossings that are not quiet zones. The Risk Index with Horns (RIWH) is your existing risk levels right now. The baseline Quiet Zone Risk Index (QZRI) is the risk level after horn elimination the risk will go up about 68%. The final QZRI is the risk levels after additional improvements. The quiet zone implementation thresholds are final QZRI < RIWH and final QZRI < NSRT.

A risk analysis example was shown of the 65th through Upper 71st crossings. He showed the existing risk index as is and If the horns were eliminated, the baseline QZRI is a 68%. We are assuming additional improvements are added at 66th and 67th with no improvements at 71st. The risk at 71st stays the same, because of the other risk reductions at the two crossings, your total risk is lower because of the other two crossings. The average risk for each crossing is 8,000 and the NSRT value is currently 14,000 (which is adjusted annually). Because it is lower than the NSRT, the City could implement this scenario at these three crossings with no additional improvements.

There are SSM (Supplementary Safety Measures) that are pre-approved by the NFRA for the set number of risk reduction. They are:

Four quadrant gates - instead of two entry gates – completely blocks off the crossing- reduces the risk by 80% but is very expensive \$700,000 to \$800,000 per crossing

Non-transversible median is preferred and has an 80% risk reduction - a median leads up to the gate and prevents motorists from driving around the gate and costs \$30,000 to \$50,000 per crossing

Channelization devices are not recommended and has a 75%, risk reduction and they are cheaper (paddles put on the road but need to be maintained and snow plows hit them frequently) and

Crossing closure is not a good option for Inver Grove Heights and would not be a reasonable approach.

Councilmember Piekarski Krech said you talked about plowing snow with the channelization devices, but what about plowing snow with the non-transversible median? Mr. Ryan said that is a little bit of an issue. Plow drivers will need to learn how to plow it. If you hit the median you might ruin the plow.

Two less popular options would be a one-way street that is used with one-way streets and they don't existing in these areas. There are wayside horns which would replace the horn on the train and would sit at the crossing. We have worked with other communities and they did not like the wayside horns.

We have worked on the crossings with non-traversable medians/channelization devices. Improvements are not needed at every crossing. Nothing was improved at the 71st crossing except for the minimum requirements.

Alternative Safety Measures (ASMs) are where you don't get the 60-foot of median minimum length, which are allowed at the reduced risk effectiveness. It does require a quiet zone application to the FRA, which is not a big deal. It does add time to the process and we

estimate that to be about nine months. They would review it, make comments, then make a decision.

The improvements options on the 65th Street crossing are a 20-foot median on the west side of Concord Boulevard. On the other side we could get a 100-foot median. The roadway width would need to be widened and resurfaced before the median is installed.

It would be a similar situation on the 66th Street crossing, there could be a 75-foot median on the west. On the other side (east) we could get a 100-foot median with no additional improvements to the roadway, the medians would cut in.

At the Upper 71st Street crossing it does have roadway width issues. It also has a very old track surface which would need to be upgraded to concrete panels and widened to accommodate the wider roadway. The railroad would do the work themselves and determine to costs for the track upgrades. It was estimated to be \$100,000 just for the crossing panel upgrades alone. This is why the no upgrade option is desirable at this crossing to keep the costs down. It does have the gates, flashing lights and CWT.

The private crossing does not require any upgrades if a diagnostic team reviews the crossing (the FRA of the railroad and the City) which was done in October. We all agreed that no additional improvements were needed at this crossing. I believe it has stop signs and crosswalks.

Options for 105th Street crossing – it is another complicated crossing because of the gravel road. If you wanted to put in medians you would need to pave the section of roadway where the median is. The other issues are the commercial access. Unless that could be turned into a right in/right out (which is probably not desirable) that would be shortened into a 30-foot median and one 100-foot median could be put in on the west side. There is a signal control point for the railroad south of here (a stop light for trains) because the spur and the mainline connect at this point. For safety procedures they often stop and blow their horn to signal they are moving or they are stopping. This train horn sound would not be eliminated because of the quiet zone. This crossing would also need a full warning device upgrade (gates, lights and CWT).

Azalea Way crossing improvements - there would only be a 25-foot median to the east and a 100-foot median to the west and this crossing would need the full warning device upgrade (gates, lights, and CWT).

He went over an improvement scenario summary UP (with four scenarios) that was discussed with staff.

Scenario 1 is for medians at all the crossings. The risk deduction goes from 4,372 to 2,215 and has an estimated cost of \$795,000.

Scenario 2 excludes improvements at 105th street. The risk reduction goes from 4,811 to 2,154 and costs an estimated \$335,000. It does meet the risk index threshold. (Exclude 105th Street from quiet zone).

Scenario 3 includes medians at only 65th and 66th Streets. The risk reduction goes from 4,811 to 4,173 and an estimated cost is \$90,000. (Exclude 105th Street from quiet zone). This is the scenario that is being recommended.

Scenario 4 is saying let's not upgrade anything. Based on risk calculations, the City needs to be below 14,723 and without doing anything the risk is 8,025. This would make it a higher risk through the corridor but the FRA says you are below the average for all other crossings with gates that are not quiet zones and we will allow it. (Exclude 105th Street from quiet zone). With this option it would boil down to what would happen in the future. Every three to five years the City would need to provide an update to the FRA confirming the proposed improvements are still out there and need to provide updated information on traffic volumes.

If you only qualify on the NSRT threshold this would kick in an annual risk reassessment. Every year the FRA will re-evaluate based on new conditions such as – have the traffic volumes changed, or if there have been any crashes at the crossings. If the QZRI goes up the city has six months to come up with an action plan to address that (with additional improvements to bring the risk down). Once the action plan is accepted by the FRA, the city will have three years to implement the action plan.

The Azeala Way Crossing needs one improvement at the crossing and you meet the QZRI threshold. If you do nothing you still meet the NSRT threshold. It would be costly because you do need to meet the minimum requirement safety devices (\$250,000).

Quiet zone implementation steps:

- 1 - Diagnostic meeting (done in October)
- 2 – Determine necessary crossing improvements
- 3 – Notice of Intent (60 day)
- 4 – Application required if AMS are used (9 months)
- 5 – Install crossing improvements
- 6 – Notice of establishment (21 days after submission the sounding of horns would cease)

Typical quiet zone project takes one to two years. Quiet zones balance: safety, cost and quality of life.

Councilmember Piekarski Krech asked if on Azeala Way - if Eagan had quiet zones? C. Ryan responded he not aware if Eagan has quiet zones. Councilmember Piekarski Krech asked if they did not why have quiet zones there in Inver Grove Heights?

Mayor Tourville said he thought that the area in Eagan was in an industrial area and there would be no residential complaints.

Brenda Sabistina, 10380 Brent Avenue East, said she read the report and at 105th Street it is a dirt road, and did not read in the report anything about traffic volume. Traffic at this crossing is not near what it would be at the other crossings. The new spur put in south of 105th, has created the extra train traffic and they are blowing horns there. There are a lot of trains coming through across 105th and what concerns her is the age of the equipment. The railroad put in a lot of money building their spur. They also bought a lot of land. They left out aged equipment. To replace the equipment is \$250,000. We are sitting there with a lot more whistles at all times of day and night. Especially at night where it is residential. We need some relief. I can't believe they would leave Inver Grove Heights to pay the bill for their outdated equipment. They should be forced to upgrade their equipment.

She believes scenario 2 is the best option because she is asking for some relief from the train whistles on 105th.

Councilmember Piekarski Krech asked if the horn is sounding because they are going through the crossing or is it because every time they stop or start in that area they are going to be sounding their horn? B. Sabistina said it is from the extra train traffic coming through to that railroad crossing. It is south of us where they put the spur. It is on the other side of us where they stop and start. It has been getting worse with the railroad.

Marilyn Weis, 2846 104th Court East, said she concurs with everything Ms. Sabistina said. We have lived there since 1989, in a peaceful surrounding. The new train spur and the trains has been thrust upon us was done very unfairly. If something could be done it would be very much appreciated. It is a dirt road and there is not a lot of traffic coming through there. Can a study be done of how many cars go through this area and the number and what kind of accidents? There has been increased train traffic since the spur was put in.

Lisa Brown, 10450 Brent Avenue, said she is closest to the crossing. She and her kids are waking up at 4:00 in the morning and it has been a huge quality of life issue. Please consider that. There is not much traffic on the road. We can't have our windows open in the summer. The trains do not turn around four or five miles down on the other track or to get onto the other track – it is where they are crossing is at the road. It is very impactful on our lives.

Mayor Tourville asked if the FRA looks at whether the road is gravel or asphalt – they are looking at it's just a crossing? C. Ryan said they look at it as a crossing. The issue is the minimum signal upgrade. It is not desirable to pave that road to put in a median. If you did want to improve it here is what you could do – this is the lowest risk crossing it only has 250 cars a day – doing nothing is the most logical choice which is what we recommend, but it does come down to cost. It would benefit putting in the \$250,000 signal system in. There is a constant warning time request for waiver process which is rare. It is very rare that the FRA will grant a waiver of the CWT requirement on a main line track but we have had success if it is by a yard or spur track where it is cost prohibitive to put in CWT. This is a potential route we could try to see if we could get a waiver from the requirement. He did send something to his contact at the FRA today but has not heard back.

Councilmember Piekarski Krech asked if he knew how many trains were going through per day. C. Ryan responded he believe it is nine per day on the Union Pacific line and two per day on the Progressive line. The two from the Progressive line are going through during the lunch hour.

Mayor Tourville discussed quiet zones, bonding requests and possible funding sources (transportation, maybe County money). During the recession, some railroads were only running trains twice a week and they are busy now. Some cities have received some concessions from the railroads. The South Saint Paul rail yard got improvements, added more spurs, and gotten more train traffic. St. Paul is getting improvements to add more train traffic which may impact Inver Grove Heights. He suggested staff look into funding sources and would like to include 105th Street.

Councilmember Hark asked where the roads needed to be widened if rights-of-way acquisition costs were included in the estimated costs? C. Ryan said they were high level estimated costs and did not include the rights-of way acquisition costs and would need to be discussed further.

S. Thureen said he believes there is enough right-of-way where street widening would need to be done.

C. Ryan said the city of Eden Prairie received some funding last year and it may be worth reaching out to them.

Mayor Tourville said by direction that staff should take a look if there is anything missing from the city, any steps the city needs to do from the SRF report, costs, and look at any funding sources that may be available with the least work done at 71st. T. Link said staff would follow up and do research on further actions and look for funding alternatives.

6. DISCUSS REVISED LIST OF SALEABLE CITY PROPERTIES

J. Lynch presented a revised list of properties as a result of Council direction to staff. There had been a recommendation from the Planning Commission and the Parks and Recreation Commission to potentially remove properties from the previous list that had been determined and continue to have them as part of the park system in particular - Marcott Woods, River Heights Park and Dreher Park. If Council direction is to leave those properties on this list we need to reestablish this so it would be put on the consent agenda on Monday, for your approval. The priority projects in 2018 would be the Inverwood Golf Course properties, followed by the Marcott Woods, River Heights Dreher Park and Ernster Park properties. The process would be to get the properties appraised, the Council would discuss the appraisals values, Council would make a determination if you would like to go out for public bids, the city would accept the bids, and the Council would determine if they met the minimum requirements, and then decide if you would like to sell the property.

He stated that the disclosures column on the spreadsheet needs to be cleaned up, further information needs to be taken out of there. The list is not in priority order.

So, by consent agenda on Monday you will reestablish the list. Another step would be to have a meeting with the neighborhoods to inform them that the City Council has done this. We intend to go forward with neighborhood meetings so they are aware of the potential sale of the property and then we would avoid some of the past conflicts with the selling of property.

Councilmember Piekarski Krech asked if someone next to the Ernster Park property would be interested in buying it. J. Lynch said not that he is aware of. That property could drop off the list. Councilmember Piekarski Krech suggested dropping the property off the list. Councilmember Piekarski Krech suggested dropping Dreher Park property off the list also.

Mayor Tourville said if the item was put on the consent agenda he would pull it because of the River Heights Park property. It has not come to the Council do decide. The neighborhoods biggest complaint was there was no transparency in anything.

Councilmember Hark suggested taking the parks off the list. That way it could proceed on the consent agenda. Then we could do due diligence with the neighborhoods and add them back on the list at a later date.

Councilmember Piekarski Krech suggested putting it on an agenda later next year.

Mayor Tourville said there needs to be some neighborhood meetings and there is not enough time if public input is wanted.

Councilmember Piekarski Krech asked if there was some way to get the salable list out to the general public?

Park amenities were discussed that might be needed for a park and/or neighborhood park. Mayor Tourville said the public needs to be notified and a process put in place for 2018 to notify neighborhoods.

Councilmember Bartholomew said it would not be on the consent agenda next Monday.

Councilmember Hark asked what the notice requirements are - for example Marcott Woods 1,000 feet from the property, corner to corner? J. Lynch said there are no notice requirements.

Mayor Tourville suggested talking about it in 2018. J. Lynch said the appraisals for the golf course property is going ahead as well as the potential sale as directed by the Council.

Councilmember Piekarski Krech suggested putting up signs on the property.

J. Lynch said the list would be revised, the parks taken off, and a process put together for notifying the neighborhood. It would be brought back to the Council for review in 2018.

B. ADJOURN

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The workshop adjourned at approximately 9:07 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 8, 2018
 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 December 7, 2017 to January 3, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 3, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$877,692.54
Debt Service & Capital Projects	731,682.52
Enterprise & Internal Service	228,880.96
Escrows	41,099.83
Grand Total for All Funds	<u><u>\$1,879,355.85</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 December 7, 2017 to January 3, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING January 3, 2018

WHEREAS, a list of disbursements for the period ending January 3, 2018 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	\$877,692.54
Debt Service & Capital Projects	731,682.52
Enterprise & Internal Service	228,880.96
Escrows	41,099.83
Grand Total for All Funds	<u><u>\$1,879,355.85</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of January, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 12/07/2017 - 1/3/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4IMPRINT	5912806	12/20/2017	2861522	101.42.4000.421.50030	1,182.41
AFSCME COUNCIL 5	INV0069721	12/08/2017	UNION DUES (AFSCME FAIR	101.203.2031000	123.41
AFSCME COUNCIL 5	INV0069722	12/08/2017	UNION DUES (AFSCME FULL	101.203.2031000	860.40
AFSCME COUNCIL 5	INV0069723	12/08/2017	UNION DUES (AFSCME FULL	101.203.2031000	89.65
AFSCME COUNCIL 5	INV0070387	12/22/2017	UNION DUES (AFSCME FAIR	101.203.2031000	123.41
AFSCME COUNCIL 5	INV0070388	12/22/2017	UNION DUES (AFSCME FULL	101.203.2031000	860.40
AFSCME COUNCIL 5	INV0070389	12/22/2017	UNION DUES (AFSCME FULL	101.203.2031000	89.65
BAUER, NANCY	17-12	12/20/2017	11/6/17 WORK SESSION	101.41.1100.413.30700	300.00
BITUMINOUS ROADWAYS, INC.	27056	12/13/2017	35265	101.43.5200.443.60016	377.94
BOLTON & MENK, INC.	0210546	12/20/2017	X11-114659	101.43.5100.442.30300	1,740.00
CENTURY LINK	11/19/17 651 455 9072 782	12/20/2017	NOVEMBER 2017	101.42.4200.423.50020	40.52
CITY OF SAINT PAUL	IN00025522	12/27/2017	76	101.43.5200.443.60016	2,005.86
CITY OF SAINT PAUL	IN00026217	12/27/2017	76	101.43.5200.443.60016	554.10
CLAREY'S SAFETY EQUIPMENT	174417	12/20/2017	090500	101.42.4200.423.60040	1,267.00
CLAREY'S SAFETY EQUIPMENT	174671	12/27/2017	090515	101.43.5200.443.60045	204.00
CLAREY'S SAFETY EQUIPMENT	174672	12/27/2017	090515	101.43.5200.443.60045	300.00
COMCAST	12/5/17 8772 10 591 0359526	12/20/2017	8772 10 591 0359526	101.42.4200.423.30700	10.54
CORPORATE MARK, INC.	422843	12/20/2017	12/14/17	101.42.4000.421.60006	253.41
COVERTTRACK GROUP INC	24930	12/27/2017	12/11/17	101.42.4000.421.60065	88.00
CRAWFORD DOOR SALES COMPANY	28114	12/27/2017	4373	101.42.4200.423.40040	797.50
CULLIGAN	11/30/17 157-98459100-6	12/20/2017	157-98459100-6	101.42.4200.423.60065	79.15
CULLIGAN	11/30/17 157-98459118-8	12/20/2017	157-98459118-8	101.42.4200.423.60065	81.90
DAKOTA AGGREGATES, LLC.	A6089993	12/20/2017	9021	101.43.5200.443.60016	720.08
DAKOTA COUNTY TECHNICAL COLLEGE	190287	12/13/2017	11/3/17	101.42.4000.421.50080	225.00
DAKOTA CTY FINANCIAL SVCS	00027753	12/13/2017	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00027753	12/13/2017	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00027753	12/13/2017	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 12/17	12/22/2017	Electric	101.44.6000.451.40020	3,223.63
DAKOTA ELECTRIC ASSN	250165-8 12/17	12/22/2017	Electric	101.44.6000.451.40020	289.67
DAKOTA ELECTRIC ASSN	393563-2 12/17	12/22/2017	Electric	101.44.6000.451.40020	211.24
DAKOTA ELECTRIC ASSN	426713-4 12/17	12/22/2017	Electric	101.43.5400.445.40020	46.53
DAKOTA ELECTRIC ASSN	443054-2 12/17	12/22/2017	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 12/17	12/22/2017	Electric	101.43.5400.445.40020	1,211.26
DATA FLOW	27137	12/20/2017	11/29/17	101.41.2000.415.50030	284.51
EFTPS	INV0069745	12/08/2017	FEDERAL WITHHOLDING	101.203.2030200	51,136.28
EFTPS	INV0069747	12/08/2017	MEDICARE WITHHOLDING	101.203.2030500	12,751.92
EFTPS	INV0069748	12/08/2017	SOCIAL SECURITY WITHHOL	101.203.2030400	35,237.04
EFTPS	INV0069749	12/08/2017	MEDICARE WITHHOLDING	101.203.2030500	5.76
EFTPS	INV0069750	12/08/2017	SOCIAL SECURITY WITHHOL	101.203.2030400	24.66
EFTPS	INV0070408	12/22/2017	FEDERAL WITHHOLDING	101.203.2030200	52,720.73
EFTPS	INV0070410	12/22/2017	MEDICARE WITHHOLDING	101.203.2030500	13,614.00
EFTPS	INV0070411	12/22/2017	SOCIAL SECURITY WITHHOL	101.203.2030400	39,004.00
EFTPS	INV0070412	12/22/2017	FEDERAL WITHHOLDING	101.203.2030200	99.72
EFTPS	INV0070414	12/22/2017	MEDICARE WITHHOLDING	101.203.2030500	44.90
EFTPS	INV0070415	12/22/2017	SOCIAL SECURITY WITHHOL	101.203.2030400	191.96
EHLERS AND ASSOCIATES, INC.	75353	12/13/2017	11/14/17	101.41.2000.415.30150	2,035.00
EHLERS AND ASSOCIATES, INC.	75678	12/20/2017	12/11/17	101.41.2000.415.30150	1,595.00
EMERGENCY RESPONSE SOLUTIONS	9583	12/27/2017	10/16/17	101.42.4200.423.60045	14,501.62
EMERGENCY RESPONSE SOLUTIONS	9584	12/27/2017	10/16/17	101.42.4200.423.60045	7,208.66
EMERGENCY RESPONSE SOLUTIONS	9939	12/20/2017	12/7/17	101.42.4200.423.60045	59.70
EMERGENCY RESPONSE SOLUTIONS	9991	12/27/2017	12/18/17	101.42.4200.423.60040	13,249.74
EYEMED	163342769	12/20/2017	DECEMBER 2017	101.203.2032700	268.62
FEDEX	4374151865	12/13/2017	863160618	101.42.4000.421.50035	123.00
FERRELLGAS	1098752300	12/20/2017	7754787	101.42.4200.423.60018	141.00
FIREHOUSE MAGAZINE	2018 8741994	12/27/2017	2018 RENEWAL	101.42.4200.423.50070	29.95
FIRSTSCRIBE	2475041	12/20/2017	11/1/17	101.43.5100.442.40044	250.00
FIRSTSCRIBE	2475351	12/20/2017	12/1/17	101.43.5100.442.40044	250.00
G & M TREE MOVING INC	1842	12/27/2017	11/27/17	101.44.6000.451.30700	2,850.00
GALLS INC	008639124	12/13/2017	1001727847	101.42.4000.421.60045	129.14
GALLS INC	008878248	12/27/2017	1001727847	101.42.4000.421.60045	18.99
GALLS INC	9544958	12/20/2017	1001727847	101.42.4000.421.60018	18.99
GALLS INC	008898760	12/27/2017	1001727847	101.42.4000.421.60045	507.42
GALLS INC	9595548	12/27/2017	1001727847	101.42.4000.421.60045	192.82
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0069726	12/08/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0069727	12/08/2017	HSA ELECTION-SINGLE	101.203.2032500	3,721.85
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070392	12/22/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.87
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070393	12/22/2017	HSA ELECTION-SINGLE	101.203.2032500	3,720.06
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.42.4000.421.30550	267.40
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.43.5000.441.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.45.3000.419.30550	20.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	101.45.3300.419.30550	29.50
GERTENS	22555/6	12/06/2017	103566	101.44.6000.451.60016	79.90
GERTENS	1200/12	12/27/2017	103566	101.44.6000.451.60065	4,404.85
GRAINGER	9619317291	12/20/2017	855257697	101.42.4200.423.40041	58.24
GRAINGER	9623748796	12/13/2017	806460150	101.43.5200.443.60040	987.28
HEALTHEAST MEDICAL TRANSPORTATION	17-29889	12/20/2017	7/21/17	101.42.4000.421.30700	85.00
HEALTHEAST MEDICAL TRANSPORTATION	17-49274	12/20/2017	12/1/17	101.42.4000.421.30700	85.00
HEALTHEAST MEDICAL TRANSPORTATION	17-50422	12/20/2017	12/9/17	101.42.4000.421.30700	85.00
HEALTHEAST MEDICAL TRANSPORTATION	17-51046	12/27/2017	12/13/17	101.42.4000.421.30700	85.00
IAFC MEMBERSHIP	2018 MEMBERSHIP	12/20/2017	IAFC ID: 82644	101.42.4200.423.50070	234.00
ICMA MEMBERSHIP RENEWALS	2018 RENEWAL	12/20/2017	2018 RENEWAL - J. LYNCH	101.41.1100.413.50070	1,144.08
ICMA RETIREMENT TRUST - 457	INV0069728	12/08/2017	ICMA-AGE <49 %	101.203.2031400	6,119.46
ICMA RETIREMENT TRUST - 457	INV0069729	12/08/2017	ICMA-AGE <49	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0069730	12/08/2017	ICMA-AGE 50+ %	101.203.2031400	1,567.52
ICMA RETIREMENT TRUST - 457	INV0069731	12/08/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0069732	12/08/2017	ICMA (EMPLOYER SHARE AD	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0069742	12/08/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0069743	12/08/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
IMMEDIATE RESPONSE TECHNOLOGIES, LLC.	60066	12/27/2017	1172017	101.42.4200.423.40042	165.74
IMPACT PRINTING	45248	12/13/2017	11/25/17	101.45.3300.419.50030	165.00
IMPACT PRINTING	45249	12/13/2017	11/25/17	101.45.3300.419.50030	135.00
ING DIRECT	INV0069751	12/08/2017	MSRS-HCSP	101.203.2032200	45.68
ING DIRECT	INV0070067	12/15/2017	MSRS-HCSP	101.203.2032200	90,548.92
ING DIRECT	INV0070416	12/22/2017	MSRS-HCSP	101.203.2032200	404.62
INSPECT MINNESOTA & MIDWEST SOIL TESTING	DECEMBER 2017	12/20/2017	DECEMBER 2017	101.45.0000.3221000	3,346.40
INTEGRA REALTY RESOURCES	124-2017-0477	12/13/2017	12/4/17	101.41.1100.413.30700	9,500.00
INVER HILLS COMMUNITY COLLEGE	00251062	12/27/2017	13825332	101.42.4200.423.30700	566.49
INVER HILLS COMMUNITY COLLEGE	00251084	12/27/2017	13825332	101.42.4200.423.30700	56.31
INVER HILLS COMMUNITY COLLEGE	00251085	12/27/2017	13825332	101.42.4200.423.30700	56.31
IUOE	INV0069733	12/08/2017	UNION DUES IUOE	101.203.2031000	1,323.84
KEEPRS, INC	364848	12/20/2017	INVERG0009	101.42.4000.421.60018	36.97
KEEPRS, INC	364864	12/20/2017	12/5/17	101.42.4200.423.60045	179.96
KEEPRS, INC	364864-01	12/20/2017	12/7/17	101.42.4200.423.60045	1,232.50
KEEPRS, INC	364864-02	12/27/2017	12/13/17	101.42.4200.423.60045	93.72
KEEPRS, INC	364864-03	12/27/2017	12/14/17	101.42.4200.423.60045	44.99
KENISON, TERRI	NOVEMBER 2017	12/27/2017	NOVEMBER 2017	101.42.4200.423.30700	850.00
KLADAK, LARRY	R00207678	12/27/2017	BD2017-2623	101.45.0000.3221000	459.40
KLADAK, LARRY	R00207678	12/27/2017	BD2017-2623 PROJECT CANCEL	101.45.0000.3221500	298.60
LANGUAGE LINE SERVICES	4212938	12/20/2017	9020909043	101.42.4000.421.50020	93.92
LEAGUE OF MN CITIES	265949	12/20/2017	16732	101.41.1000.413.50080	30.00
LELS	INV0069734	12/08/2017	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0069744	12/08/2017	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	11/30/17 92000E	12/20/2017	92000E	101.42.4000.421.30410	18,283.60
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Community Development	12/13/2017	Legal	101.45.3000.419.30420	333.03
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Council Meetings	12/13/2017	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Engineering	12/13/2017	Legal	101.43.5100.442.30420	1,687.90
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Fleming Addition	12/13/2017	Legal	101.45.3200.419.30420	116.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Highway 3 Mini Storage	12/13/2017	Legal	101.43.5100.442.30420	143.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Mayor/CC	12/13/2017	Legal	101.41.1000.413.30420	5,637.69
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Mihm Development	12/13/2017	Legal	101.45.3200.419.30420	175.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Parks	12/13/2017	Legal	101.44.6000.451.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Planning	12/13/2017	Legal	101.45.3200.419.30420	608.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Public Works	12/13/2017	Legal	101.43.5000.441.30420	232.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Rauschnot Property Zoning -	12/13/2017	Legal	101.45.3000.419.30420	600.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44391	12/20/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44401	12/20/2017	111541	101.42.4200.423.30700	129.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44425	12/20/2017	106325	101.42.4000.421.70501	230.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44522	12/27/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44532	12/27/2017	111541	101.42.4200.423.30700	129.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	44556	12/27/2017	106325	101.42.4000.421.70501	230.00
LONE OAK GRAPHICS INC	38039	12/20/2017	11/30/17	101.41.1000.413.60065	36.54
M & J SERVICES, LLC	1767	12/27/2017	12/4/17	101.43.5200.443.40046	1,785.00
M & J SERVICES, LLC	1770	12/27/2017	12/6/17	101.44.6000.451.40047	1,650.00
MATTHEW D HENNING	1362	12/20/2017	11/30/17	101.43.5200.443.60016	64.00
MATTHEW D HENNING	1362	12/20/2017	11/30/17	101.44.6000.451.40040	107.00
MAX STEININGER, INC.	22	12/27/2017	519	101.44.6000.451.40046	1,273.00
METROPOLITAN COUNCIL	NOVEMBER 2017	12/20/2017	NOVEMBER 2017	101.41.0000.3414000	(497.00)
MINNEAPOLIS OXYGEN CO.	00017946	12/20/2017	01910	101.42.4200.423.30700	62.70
MINNEAPOLIS OXYGEN CO.	00017947	12/20/2017	01915	101.42.4200.423.30700	62.70
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0069724	12/08/2017	STEVE HER FEIN/TAXPAYER	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0069725	12/08/2017	JOEL JACKSON FEIN/TAXPA	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070390	12/22/2017	STEVE HER FEIN/TAXPAYER	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070391	12/22/2017	JOEL JACKSON FEIN/TAXPA	101.203.2032100	432.57
MN DEPT OF LABOR & INDUSTRY	NOV-17	12/15/2017	NOVEMBER 2017 SURCHARG	101.207.2070100	4,276.87
MN DEPT OF LABOR & INDUSTRY	NOV-17	12/15/2017	NOVEMBER 2017 SURCHARG	101.41.0000.3414000	(85.54)
MN DEPT OF REVENUE	INV0069735	12/08/2017	LETTER ID: L2120238272 - BR	101.203.2031900	439.91
MN DEPT OF REVENUE	INV0069746	12/08/2017	STATE WITHHOLDING	101.203.2030300	19,837.24
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	101.207.2070300	274.73
MN DEPT OF REVENUE	Nov 2017 CR	12/20/2017	Taxes	101.207.2070300	(0.44)
MN DEPT OF REVENUE	INV0070399	12/22/2017	LETTER ID: L2120238272 - BR	101.203.2031900	528.58
MN DEPT OF REVENUE	INV0070409	12/22/2017	STATE WITHHOLDING	101.203.2030300	20,620.27
MN DEPT OF REVENUE	INV0070413	12/22/2017	STATE WITHHOLDING	101.203.2030300	48.36
MN GLOVE & SAFETY, INC.	305421	12/13/2017	CTINVE	101.43.5200.443.60045	141.82
MN GLOVE & SAFETY, INC.	305985	12/27/2017	CTINVE	101.43.5200.443.60045	99.76
MN NCPERS LIFE INSURANCE	DECEMBER 2017	12/13/2017	DECEMBER 2017	101.203.2031600	304.00
MOORE MEDICAL LLC	99618470	12/20/2017	21185816	101.42.4200.423.60018	941.39

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MOORE MEDICAL LLC	99697410	12/20/2017	21185816	101.42.4200.423.60065	98.00
MTI DISTRIBUTING CO	1148484-00	12/27/2017	91180	101.44.6000.451.60016	1,276.24
MTI DISTRIBUTING CO	1148484-02	12/27/2017	91180	101.44.6000.451.60016	781.70
NEWMAN SIGNS INC	TI-0316207	12/13/2017	INV001	101.43.5200.443.60016	695.31
OXYGEN SERVICE COMPANY, INC	03390893	12/20/2017	04394	101.42.4000.421.60065	31.56
PERA	INV0069736	12/08/2017	PERA COORDINATED PLAN	101.203.2030600	35,497.48
PERA	INV0069737	12/08/2017	EMPLOYER SHARE (EXTRA F	101.203.2030600	2,730.61
PERA	INV0069738	12/08/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0069739	12/08/2017	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0069740	12/08/2017	PERA POLICE & FIRE PLAN	101.203.2030600	15,602.48
PERA	INV0069741	12/08/2017	EMPLOYER SHARE (POLICE	101.203.2030600	23,403.73
PERA	INV0070400	12/22/2017	PERA COORDINATED PLAN	101.203.2030600	35,757.00
PERA	INV0070401	12/22/2017	EMPLOYER SHARE (EXTRA F	101.203.2030600	2,750.54
PERA	INV0070402	12/22/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0070403	12/22/2017	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0070404	12/22/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,400.96
PERA	INV0070405	12/22/2017	EMPLOYER SHARE (POLICE	101.203.2030600	21,601.45
PERFORMANCE PLUS LLC	4906 LF	12/20/2017	12/5/17	101.42.4200.423.30700	4,345.00
PETTY CASH	12/18/17	12/20/2017	INSPECTIONS/RENTAL HOUS	101.100.1011700	200.00
PETTY CASH	12/18/17	12/20/2017	INSPECTIONS/RENTAL HOUS	101.100.1011800	200.00
PETTY CASH-WF PURCHASE CARD FEES	NOVEMBER 2017	12/11/2017	NOVEMBER 2017	101.41.2000.415.70440	136.60
PETTY CASH-WF PURCHASE CARD FEES	JULY 2017	12/27/2017	JULY 2017	101.41.2000.415.70440	131.65
PINE BEND PAVING, INC.	17-822	12/13/2017	11/21/17	101.43.5200.443.60016	1,251.16
PINE BEND PAVING, INC.	17-851	12/20/2017	12/1/17	101.43.5200.443.60016	2,361.68
PINE BEND PAVING, INC.	17-859	12/27/2017	12/7/17	101.43.5200.443.60016	2,462.26
PLUNKETT'S PEST CONTROL	5816793	12/20/2017	2018 MEMBERSHIP	101.42.4200.423.40040	277.44
RESCUEPAX, LLC	263	12/27/2017	12/6/17	101.42.4200.423.30700	300.00
RESCUEPAX, LLC	264	12/27/2017	12/6/17	101.42.4200.423.60040	1,058.39
RESCUEPAX, LLC	265	12/27/2017	12/6/17	101.42.4200.423.60040	1,395.00
SHORT ELLIOTT HENDRICKSON, INC.	340750	12/20/2017	4340	101.43.5100.442.30300	601.39
SOCIETY FOR HUMAN RESOURCE MGMT	9007290762	12/20/2017	2/1/18-1/31/19 MEMBERSHIP	101.41.1100.413.50070	209.00
SOUTH ST PAUL ANIMAL HOSPITAL	NOVEMBER 2017	12/13/2017	NOVEMBER 2017	101.42.4000.421.70501	2,669.06
STATE OF MN - OFFICE OF ADMINISTRATIVE HEAR	503057	12/20/2017	11/30/17	101.41.1100.413.30420	3,239.00
STERLING CODIFIERS	20173	12/20/2017	2018 MEMBERSHIP	101.41.1100.413.30700	500.00
STREAMLINE DESIGN INC	37867	12/20/2017	12/11/17	101.42.4200.423.60040	213.00
STREAMLINE DESIGN INC	37868	12/20/2017	11/11/17	101.42.4200.423.60040	300.00
STREAMLINE DESIGN INC	37869	12/20/2017	12/11/17	101.42.4200.423.60040	527.36
STREAMLINE DESIGN INC	37870	12/20/2017	12/11/17	101.42.4200.423.60040	1,090.00
SUPERIOR TECHNOLOGY GROUP	1050	12/13/2017	12/1/17	101.42.4000.421.40044	7,800.00
T MOBILE	11/8/17 494910368	12/20/2017	494910368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	837266909	12/20/2017	10000197212	101.42.4000.421.30700	199.56
TJETJEN FAMILY INC	42738	12/13/2017	11/22/17	101.42.0000.3630000	11,673.00
TOTAL CONSTRUCTION & EQUIP.	73140	12/20/2017	CIT001	101.43.5400.445.40042	275.85
U.S. HEALTHWORKS	0077837-MN	12/20/2017	006745	101.41.1100.413.30500	105.00
U.S. HEALTHWORKS	078382-MN	12/27/2017	006745	101.41.1100.413.30500	135.00
UNIFIRST CORPORATION	090 0391782	12/13/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0391782	12/13/2017	1051948	101.44.6000.451.60045	30.02
UNIFIRST CORPORATION	090 0392909	12/13/2017	1051948	101.43.5200.443.60045	56.09
UNIFIRST CORPORATION	090 0392909	12/13/2017	1051948	101.44.6000.451.60045	55.92
UNIFIRST CORPORATION	090 0394042	12/13/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0394042	12/13/2017	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0395171	12/20/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0395171	12/20/2017	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0396280	12/27/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0396280	12/27/2017	1051948	101.44.6000.451.60045	26.32
UNIFIRST CORPORATION	090 03897408	12/27/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 03897408	12/27/2017	1051948	101.44.6000.451.60045	26.32
US POSTMASTER - EAGAN	JAN-FEB 2018	12/20/2017	INSIGHTS NEWSLETTER	101.41.1100.413.50035	2,500.00
VALLEY-RICH CO, INC	24887	12/13/2017	R170604 11/12	101.43.5200.443.40046	3,230.25
VALLEY-RICH CO, INC	24914	12/13/2017	R170603 11/17	101.43.5200.443.40046	4,040.13
VALLEY-RICH CO, INC	24885	12/13/2017	R170627 11/12	101.43.5200.443.40046	4,661.94
VERIZON WIRELESS	9796921550	12/13/2017	942147853-00001	101.42.4000.421.50020	570.18
WELLS FARGO CREDIT CARD ACH	Ticketmaster WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.30700	662.94
WELLS FARGO CREDIT CARD ACH	Fraud-Novavision Inc WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(481.62)
WELLS FARGO CREDIT CARD ACH	Fraud-Airbnbrchase WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(1,517.61)
WELLS FARGO CREDIT CARD ACH	Fraud-Exxonmobil 47687272 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(70.14)
WELLS FARGO CREDIT CARD ACH	Fraud-Papa John'S #01028 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(188.54)
WELLS FARGO CREDIT CARD ACH	Fraud-Papa John'S #01028 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(188.67)
WELLS FARGO CREDIT CARD ACH	Fraud-Steak-N-Shake#0690 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(143.70)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Trip Piv4a WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(49.25)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct11 Hybqa WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(26.91)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct11 Sekfk WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(16.17)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct11 T3k4i WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(2.00)
WELLS FARGO CREDIT CARD ACH	Fraud-Google Offerup Inc WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(1.99)
WELLS FARGO CREDIT CARD ACH	Fraud-Google Offerup Inc WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(1.99)
WELLS FARGO CREDIT CARD ACH	Fraud-Pizza Hut #31155 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(174.68)
WELLS FARGO CREDIT CARD ACH	Fraud-Amtrak Mob286071461 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(77.00)
WELLS FARGO CREDIT CARD ACH	Fraud-Virgin Mobile Usa WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(68.49)
WELLS FARGO CREDIT CARD ACH	Fraud-American Roaming WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(35.00)
WELLS FARGO CREDIT CARD ACH	Fraud-Straighttalk Airtim WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(60.75)
WELLS FARGO CREDIT CARD ACH	Fraud-Taco Mac 7se WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(146.85)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct15 Zewf5 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(30.91)
WELLS FARGO CREDIT CARD ACH	Fraud-Zaxby'S #24702 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(64.98)
WELLS FARGO CREDIT CARD ACH	Fraud-Amtrak Mob288065357 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(77.00)
WELLS FARGO CREDIT CARD ACH	Fraud-Domino'S 5715 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(83.10)
WELLS FARGO CREDIT CARD ACH	Fraud-Domino'S 5715 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(78.42)
WELLS FARGO CREDIT CARD ACH	Fraud-Etix - Nc State Fa WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(192.50)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Fraud-Lyft Ride Wed 5pm WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(16.62)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct18 Zyjie WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(8.27)
WELLS FARGO CREDIT CARD ACH	Fraud-Lyft Ride Thu 12am WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(49.72)
WELLS FARGO CREDIT CARD ACH	Fraud-Lyft Ride Thu 6pm WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(6.31)
WELLS FARGO CREDIT CARD ACH	Fraud-Lyft Ride Thu 8pm WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(6.31)
WELLS FARGO CREDIT CARD ACH	Fraud-Taco Mac 24e WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(196.51)
WELLS FARGO CREDIT CARD ACH	Fraud-Taco Mac 24e WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(232.94)
WELLS FARGO CREDIT CARD ACH	Fraud-Google Defe WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(19.99)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct20 G7b4u WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(17.94)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct20 Wtvo7 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(41.40)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Trip 4xrdv WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(83.38)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct21 Ut72p WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(73.00)
WELLS FARGO CREDIT CARD ACH	Fraud-Uber Us Oct21 Xrz2x WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(71.43)
WELLS FARGO CREDIT CARD ACH	Fraud-Apl Itunes.Com/Bil WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(42.81)
WELLS FARGO CREDIT CARD ACH	Fraud-Papa John'S #00776 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(215.43)
WELLS FARGO CREDIT CARD ACH	Fraud-Straighttalk Servic WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(48.80)
WELLS FARGO CREDIT CARD ACH	Fraud-Straighttalk Servic WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(48.80)
WELLS FARGO CREDIT CARD ACH	Fraud-Straighttalk Servic WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.30700	(48.80)
WELLS FARGO CREDIT CARD ACH	Eco Works Supply WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60030	568.00
WELLS FARGO CREDIT CARD ACH	Minnesota Fall Expo WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5200.443.50080	200.00
WELLS FARGO CREDIT CARD ACH	Minnesota Society Of P WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.50070	230.00
WELLS FARGO CREDIT CARD ACH	Minnesotas Bookstore WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.60065	277.00
WELLS FARGO CREDIT CARD ACH	Minnesotas Bookstore WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.60065	(296.74)
WELLS FARGO CREDIT CARD ACH	Paypal Mpstma WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50080	115.00
WELLS FARGO CREDIT CARD ACH	U Of M Contleaming WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5000.441.50080	255.00
WELLS FARGO CREDIT CARD ACH	Bryan Rock Prod Inc WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	1,394.95
WELLS FARGO CREDIT CARD ACH	Hose Conveyors Inc WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40047	12.25
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40040	52.23
WELLS FARGO CREDIT CARD ACH	Tessman Company Saint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60030	380.00
WELLS FARGO CREDIT CARD ACH	Personalization Mail WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50030	955.96
WELLS FARGO CREDIT CARD ACH	Personalization Mall WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50030	39.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	17.94
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	19.96
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	56.18
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	60.18
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	15.98
WELLS FARGO CREDIT CARD ACH	Facebk K5364eswr2 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50025	25.01
WELLS FARGO CREDIT CARD ACH	Trugreen Lp 5746 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60035	1,794.88
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.60065	31.84
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60045	125.85
WELLS FARGO CREDIT CARD ACH	Nw Lasers And Instrume WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.60065	147.81
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40050	9.55
WELLS FARGO CREDIT CARD ACH	Dept Of Natural Resour WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50070	475.72
WELLS FARGO CREDIT CARD ACH	Olsen Fire Protection WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50055	305.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.45.3000.419.50030	20.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	(60.18)
WELLS FARGO CREDIT CARD ACH	Hon Analytics Inc. WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.40042	(48.45)
WELLS FARGO CREDIT CARD ACH	National Registry Emt WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50070	15.00
WELLS FARGO CREDIT CARD ACH	Team Laboratory Chemic WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	527.50
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60035	3,208.07
WELLS FARGO CREDIT CARD ACH	Bergerson Caswell, Inc WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40050	2,160.00
WELLS FARGO CREDIT CARD ACH	Supershuttle-Execucart WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50065	29.50
WELLS FARGO CREDIT CARD ACH	Supershuttle-Execucart WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50065	29.50
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50080	39.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50080	99.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.50030	109.90
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60006	1,570.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50075	(1.58)
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60018	68.41
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5200.443.60016	118.50
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5200.443.60016	118.50
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5200.443.60016	170.30
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #2642 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.43.5100.442.60065	38.52
WELLS FARGO CREDIT CARD ACH	Wpsg, Inc WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60065	122.13
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	1,151.17
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60006	32.99
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60011	30.88
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60065	606.98
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50075	427.33
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50075	59.65
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.50080	250.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.50080	250.00
WELLS FARGO CREDIT CARD ACH	Cabela'S Promotions WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60065	449.94
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40040	35.57
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	30.68
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	81.64
WELLS FARGO CREDIT CARD ACH	So.St.Paul Steel Suppl WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	43.65
WELLS FARGO CREDIT CARD ACH	Mcdonald'S F2123 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50075	34.07
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50075	69.76
WELLS FARGO CREDIT CARD ACH	Minnesota Nursery And WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50080	280.00
WELLS FARGO CREDIT CARD ACH	Sirchie Finger Print L WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	1,024.64
WELLS FARGO CREDIT CARD ACH	Batteries Plus #30 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	32.80
WELLS FARGO CREDIT CARD ACH	National Camera Exchan WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60065	139.89
WELLS FARGO CREDIT CARD ACH	Pioneer Revere 8008771 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40047	2,335.92
WELLS FARGO CREDIT CARD ACH	Pioneer Revere 8008771 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	592.00
WELLS FARGO CREDIT CARD ACH	Pioneer Revere 8008771 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.60065	4,728.00
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	627.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Central Irrigation Sup WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.40047	48.70
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	First Tactical WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.60040	554.91
WELLS FARGO CREDIT CARD ACH	Outback 2415 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.42.4200.423.50075	65.49
WELLS FARGO CREDIT CARD ACH	Personalization Mail WF 11/17 CR	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50030	(150.45)
WELLS FARGO CREDIT CARD ACH	Facebk Xrpxbeswr2 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	101.41.1100.413.50025	24.99
XCEL ENERGY	571789586	12/13/2017	Gas & Electric	101.43.5200.443.40020	37.83
XCEL ENERGY	571789586	12/13/2017	Gas & Electric	101.43.5400.445.40020	9,507.65
XCEL ENERGY	571940441	12/13/2017	Gas & Electric	101.42.4200.423.40010	1,033.28
XCEL ENERGY	571940441	12/13/2017	Gas & Electric	101.42.4200.423.40020	1,136.91
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	101.44.6000.451.40010	443.38
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	101.44.6000.451.40020	947.96
XCEL ENERGY	572654641	12/13/2017	Gas & Electric	101.42.4000.421.40042	43.30
Fund: 101 - GENERAL FUND					759,371.62
EXPLORE MINNESOTA TOURISM	12/15/17 METRO	12/27/2017	2018 METRO MARKETING PR	201.44.1600.465.50025	4,500.00
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-1217	12/20/2017	DECEMBER 2017	201.44.1600.465.50025	800.00
PROFESSIONAL SPORTS PUBLICATIONS	7041929	12/27/2017	12/15/17	201.44.1600.465.50025	6,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8599	12/20/2017	NOVEMBER 2017	201.44.1600.465.30700	274.24
RIVER HEIGHTS CHAMBER OF COMMERCE	8599	12/20/2017	NOVEMBER 2017	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8599	12/20/2017	NOVEMBER 2017	201.44.1600.465.40065	250.00
TAKE 5 MEDIA GROUP, LLC	45266	12/13/2017	46177	201.44.1600.465.50025	450.00
WELLS FARGO CREDIT CARD ACH	Facebk 9qcp5d2m32 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	37.51
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Visit WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00
WELLS FARGO CREDIT CARD ACH	Microtel Inn & Suites WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	250.88
WELLS FARGO CREDIT CARD ACH	Depot Parkng@Renaissan WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50065	11.00
WELLS FARGO CREDIT CARD ACH	Fresh Thyme #507 V WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50075	14.41
WELLS FARGO CREDIT CARD ACH	123 Pasta WF 11/17	12/07/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	50.00
Fund: 201 - C.V.B. FUND					16,529.19
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	204.44.6100.452.30550	14.69
LEHMANN, MARY	12/5/17	12/20/2017	REFUND - LOW ENROLLMEN	204.44.0000.3470000	7.00
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	204.207.2070300	459.19
PUARIEA, MARK	11/21/17	12/20/2017	ARCHERY INSTRUCTOR - FA	204.44.6100.452.30700	350.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.60045	232.20
WELLS FARGO CREDIT CARD ACH	Cheers Pablo WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	165.00
WELLS FARGO CREDIT CARD ACH	Dick'S Clothing&Sporti WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	139.96
WELLS FARGO CREDIT CARD ACH	Minnesota Sports Feder WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	128.97
WELLS FARGO CREDIT CARD ACH	Fun Express WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	127.03
WELLS FARGO CREDIT CARD ACH	36 Lacrosse WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	375.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.50080	39.00
WELLS FARGO CREDIT CARD ACH	Int In Balloon Artist WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	85.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	13.86
WELLS FARGO CREDIT CARD ACH	Soccer Shots Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	2,040.15
WELLS FARGO CREDIT CARD ACH	Yel WF 11/17	12/07/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	576.00
Fund: 204 - RECREATION FUND					4,753.05
AEP ONSITE PARTNERS, LLC	419-21097966	12/20/2017	12/6/17	205.44.6200.453.40010	1,866.55
AEP ONSITE PARTNERS, LLC	419-21097966	12/20/2017	12/6/17	205.44.6200.453.40010	1,754.36
AWADA, HOLLY	11/17/17	12/13/2017	REIMBURSE - CANCELLATIO	205.44.0000.3493501	9.00
COMMON SENSE BUILDING SERVICES, INC.	42315 B	12/27/2017	NOVEMBER 2017	205.44.6200.453.40040	7,433.81
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	38.19
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	205.44.6200.453.30550	2.80
HUEBSCH SERVICES	3987835	12/20/2017	92965	205.44.6200.453.40040	282.01
HUEBSCH SERVICES	3987835	12/20/2017	92965	205.44.6200.453.40040	66.14
IND SCHOOL DISTRICT 197 DAKOTA CITY	11/20/17	12/13/2017	THE WILL PLAY OCTOBER 20	205.44.6200.453.30700	200.00
MATTHEW D HENNING	1362	12/20/2017	11/30/17	205.44.6200.453.40040	35.00
MATTHEW D HENNING	1362	12/20/2017	11/30/17	205.44.6200.453.40040	35.00
MILLER'S ELECTRIC	566	12/20/2017	566	205.44.6200.453.40040	140.00
MN DEPT OF HEALTH	2018 FBL-14926-10565	12/20/2017	2018 LICENSE RENEWAL API	205.44.6200.453.50070	1,120.00
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	205.207.2070300	6,509.07
MN HOCKEY DISTRICT 8	12/5/17	12/20/2017	12/5/17	205.44.6200.453.50025	135.00
NAC MECHANICAL & ELECTRICAL SERVICE	143665	12/20/2017	8712-1	205.44.6200.453.40040	11,523.00
NAC MECHANICAL & ELECTRICAL SERVICE	143718	12/20/2017	8712-1	205.44.6200.453.40040	3,592.48
SURE STOP FLOOR SAFETY, INC.	123588	12/27/2017	I 123588	205.44.6200.453.40040	2,509.10
WELLS FARGO CREDIT CARD ACH	Adobe Id Creative Cld WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	239.92
WELLS FARGO CREDIT CARD ACH	Cub Foods, Inc. WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.97
WELLS FARGO CREDIT CARD ACH	Facebk Ypcvkenwp2 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	13.37
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	10.28
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	11.98
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	79.70
WELLS FARGO CREDIT CARD ACH	Fun Jumps Entertainmen WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	250.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2845 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	4.54
WELLS FARGO CREDIT CARD ACH	The Home Depot #2845 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	4.54
WELLS FARGO CREDIT CARD ACH	Fastenal Company01 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	55.17
WELLS FARGO CREDIT CARD ACH	Invokefun.Com WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	0.01
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	87.44
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	124.20
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	303.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	470.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	The Ups Store #2636 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	162.75
WELLS FARGO CREDIT CARD ACH	Fun2raise Marketing An WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	399.20
WELLS FARGO CREDIT CARD ACH	Samsclub #6311 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	120.08
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	25.02
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	7.12
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	17.75
WELLS FARGO CREDIT CARD ACH	4imprint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	345.80
WELLS FARGO CREDIT CARD ACH	Amazon.Com Amzn.Com/Bi WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	22.25
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	247.92
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	61.98
WELLS FARGO CREDIT CARD ACH	Smk Surveymonkey.Com WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	250.00
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	392.72
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	392.72
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeratio WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	195.58
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.38
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	736.37
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	203.18
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	203.18
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	736.37
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	31.41
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	31.41
WELLS FARGO CREDIT CARD ACH	Push Pedal Pull-Corpor WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40042	219.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	1,200.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	609.00
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	10.43
WELLS FARGO CREDIT CARD ACH	Robert Brooke & Associ WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	81.83
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	3,775.60
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,410.88
WELLS FARGO CREDIT CARD ACH	Facebck Eqt32eawp2 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	47.00
WELLS FARGO CREDIT CARD ACH	Allpartitions WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	41.00
WELLS FARGO CREDIT CARD ACH	Big Lots Stores - #458 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	5.95
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	25.67
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	29.87
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	33.45
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	45.41
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	46.05
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	68.70
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	27.95
WELLS FARGO CREDIT CARD ACH	Int In Total Entertai WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	350.00
WELLS FARGO CREDIT CARD ACH	Intuit In Kaiserclix WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	250.00
WELLS FARGO CREDIT CARD ACH	Target 00006437 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	14.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	12.80
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	12.68
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	11.78
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	6.34
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	72.79
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	88.14
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	64.70
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	66.39
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	66.39
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	83.79
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	81.25
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	15.00
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	21.00
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	19.00
WELLS FARGO CREDIT CARD ACH	Paypal Acf WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	40.35
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	50.00
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	25.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	59.88
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.70600	100.00
WELLS FARGO CREDIT CARD ACH	Apl Itunes.Com/Bill WF 11				

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Premier Electrical Cor WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	651.60
WELLS FARGO CREDIT CARD ACH	Premier Electrical Cor WF 11/17	12/07/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	357.70
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	205.44.6200.453.40010	7,968.14
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	205.44.6200.453.40010	2,058.22
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	205.44.6200.453.40020	11,644.44
XCEL ENERGY	572445460	12/13/2017	Gas & Electric	205.44.6200.453.40020	8,162.24
Fund: 205 - COMMUNITY CENTER					93,854.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	290.45.3000.419.30550	1.47
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 EDA	12/13/2017	Legal	290.45.3000.419.30420	120.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8343	12/20/2017	2018 MEMBERSHIP	290.45.3000.419.50070	182.71
Fund: 290 - EDA OPERATING					304.18
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 McPhillips	12/13/2017	Legal	291.45.3000.419.30420	2,880.00
Fund: 291 - EDA ACQUISITIONS					2,880.00
EVERGREEN LAND SERVICES	00-11892	12/27/2017	10/31/17	402.44.6000.451.30700	800.00
Fund: 402 - PARK ACQ. & DEV. FUND					800.00
EAGAN, CITY OF	NOVEMBER 2017	12/20/2017	NOVEMBER 2017	403.207.2070500	4,874.60
Fund: 403 - WATER CONNECTION FUND					4,874.60
METROPOLITAN COUNCIL	NOVEMBER 2017	12/20/2017	NOVEMBER 2017	404.217.2170000	49,700.00
Fund: 404 - SEWER CONNECTION FUND					49,700.00
EHLERS AND ASSOCIATES, INC.	75693	12/20/2017	2017 CIP BONDS	434.42.4200.423.30150	880.00
EVERGREEN LAND SERVICES	00-11895	12/27/2017	10/31/17	434.42.4200.423.30700	821.40
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Fire Station No. 2	12/13/2017	Legal	434.42.4200.423.30420	2,478.14
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	434.42.4200.423.50025	21.88
Fund: 434 - 2014 IMPROVEMENT FUND					4,201.42
HOISINGTON KOEGLER GROUP INC.	016-062-12	12/20/2017	016-062	436.73.5900.736.30700	5,501.09
MEYER CONTRACTING, INC.	FINAL PAY VO. NO. 2	12/20/2017	CITY PROJECT NO. 2016-01	436.73.5900.736.80300	17,170.18
MEYER CONTRACTING, INC.	PAY VO. NO. 3	12/27/2017	CITY PROJECT NO. 2016-01	436.73.5900.736.80300	752.00
PARK CONSTRUCTION COMPANY	PAY VO. NO. 6	12/27/2017	CITY PROJECT NO. 2016-09D	436.73.5900.736.80300	16,969.15
Fund: 436 - 2016 IMPROVEMENT FUND					40,392.42
AMERICAN ENGINEERING TESTING, INC.	99107	12/20/2017	INV001	437.73.5900.737.30300	360.00
BRAUN INTERTEC CORPORATION	B114417	12/27/2017	I09213	437.44.5900.737.30300	6,105.00
EVERGREEN LAND SERVICES	00-11889	12/27/2017	10/31/17	437.44.5900.737.30700	320.00
EVERGREEN LAND SERVICES	00-11900	12/27/2017	11/30/17	437.44.5900.737.30700	15,465.48
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Heritage Park Condemnation	12/13/2017	Legal	437.44.5900.737.30420	411.63
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Rosemount/IGH West Rink	12/13/2017	Legal	437.44.5900.737.30420	332.00
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	437.44.5900.737.50025	65.62
STEVENS ENGINEERS INC	11260	12/20/2017	900-16-269	437.44.5900.737.30300	788.88
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeratio WF 11/17	12/07/2017	Wells Fargo Purchase Cards	437.44.5900.737.30700	1,207.50
WELLS FARGO CREDIT CARD ACH	Emi Audio WF 11/17	12/07/2017	Wells Fargo Purchase Cards	437.44.5900.737.30700	834.38
Fund: 437 - 2017 IMPROVEMENT FUND					25,890.49
ASTECH CORP	FINAL PAY VO. NO. 2	12/27/2017	CITY PROJECT NO. 2017-09B	440.74.5900.740.40046	21,962.43
KIMLEY-HORN & ASSOCIATES, INC.	10278587	12/20/2017	160509021.3	440.74.5900.740.30300	59,977.33
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1509D Broderick Blvd Impr	12/13/2017	Legal	440.74.5900.740.30420	5,504.32
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1709E-93rd St & Abigail Ct	12/13/2017	Legal	440.74.5900.740.30420	1,229.00
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	440.74.5900.740.50025	65.63
MCNAMARA CONTRACTING INC	PAY VO. NO. 5	12/27/2017	CITY PROJECT NO 2016-09E	440.74.5900.740.80300	4,919.91
PARK CONSTRUCTION COMPANY	PAY VO. NO. 6	12/27/2017	CITY PROJECT NO. 2016-09D	440.74.5900.740.80300	110,185.32
SAFETY SIGNS	173670	12/13/2017	IGH	440.74.5900.740.40046	5,030.65
SHORT ELLIOTT HENDRICKSON, INC.	341368	11/20/2017	4340	440.74.5900.740.30300	24,441.61
Fund: 440 - PAVEMENT MANAGEMENT PROJ					233,316.20
BARR ENGINEERING COMPANY	23190328.17-3	12/20/2017	2017 PROJECT REVIEWS	441.74.5900.741.30300	501.00
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	441.74.5900.741.30300	1,861.00
EMMONS & OLIVIER RESOURCES	00095-0056-13	12/20/2017	00095-0056	441.74.5900.741.30300	2,022.50
GERTENS	19731/6	10/16/2017	103566	441.74.5900.741.60065	(218.00)
M & J SERVICES, LLC	1737	12/20/2017	10/9/17	441.74.5900.741.30300	7,836.00
Fund: 441 - STORM WATER MANAGEMENT					12,002.50
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	446.74.5900.746.30300	46.00
BOLTON & MENK, INC.	0209449	12/20/2017	T18.108658	446.74.5900.746.30300	6,695.00
BOLTON & MENK, INC.	0209452	12/20/2017	T18-113208	446.74.5900.746.30300	2,745.00
G.F. JEDLICKI, INC.	PAY VO. NO. 6	12/27/2017	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	288,578.56
KIMLEY-HORN & ASSOCIATES, INC.	10410396	12/27/2017	160547020.3	446.74.5900.746.30300	797.65
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1503-65th St B/W Hwy 3 & J	12/13/2017	Legal	446.74.5900.746.30420	5,560.07
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1512-Impr Project	12/13/2017	Legal	446.74.5900.746.30420	486.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1513-Impr Project	12/13/2017	Legal	446.74.5900.746.30420	1,740.50
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1724 65th & Hwy 3	12/13/2017	Legal	446.74.5900.746.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 #1802 80th St Sanitary Sewer	12/13/2017	Legal	446.74.5900.746.30420	135.00
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	446.74.5900.746.50025	65.63
PARK CONSTRUCTION COMPANY	PAY VO. NO. 6	12/27/2017	CITY PROJECT NO. 2016-09D	446.74.5900.746.80300	22,016.82
SEAN PATRICK BUTTS	7699.2	12/20/2017	2016 PROJECT REVIEWS	446.74.5900.746.30300	800.00
WENCK ASSOCIATES, INC.	11707359	12/20/2017	B3619-0003	446.74.5900.746.30300	799.63
WENCK ASSOCIATES, INC.	11708552	12/20/2017	B3619-0003	446.74.5900.746.30300	764.61
Fund: 446 - NW AREA					331,284.47
WELLS FARGO CREDIT CARD ACH	Savatree/Deertech/A WF 11/17	12/07/2017	Wells Fargo Purchase Cards	450.75.5900.750.40047	17,996.25
Fund: 450 - COMMUNITY PROJECTS FUND					17,996.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOEL CARLSON	12/15/17	12/27/2017	JANUARY 2018	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
KENNEDY & GRAVEN	140513	12/20/2017	12/8/17	453.57.9000.570.30420	910.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					910.00
ACCESSABILITY, INC.	114094	12/20/2017	9/25/17	454.43.5500.446.40025	350.00
JUNK GENIUS	1257	12/20/2017	9/23	454.43.5500.446.40025	3,375.00
LIBERTY TIRE RECYCLING, LLC	1324952	12/13/2017	0584540001	454.43.5500.446.40025	247.50
LIBERTY TIRE RECYCLING, LLC	1324957	12/13/2017	0584540001	454.43.5500.446.40025	234.75
MOMENTUM ENTERPRISES, INC.	01353	12/20/2017	INVE0001	454.43.5500.446.40025	2,325.00
REPUBLIC SERVICES	0923-003401524	12/13/2017	3-0923-0064826	454.43.5500.446.40025	2,781.92
Fund: 454 - LANDFILL ABATEMENT					9,314.17
AUTOMATIC SYSTEMS CO.	32197	12/20/2017	INVE01	501.50.7100.512.40040	251.05
CITY OF BLOOMINGTON	1700211	12/20/2017	12/1/17	501.50.7100.512.30700	648.07
CORE & MAIN LP	I104912	12/20/2017	099872	501.50.7100.512.40043	1,513.58
CORE & MAIN LP	I104912	12/20/2017	099872	501.50.7100.512.75500	3,000.00
DAKOTA AGGREGATES, LLC.	A6090061	12/20/2017	9021	501.50.7100.512.60016	404.08
ELECTRIC FIRE & SECURITY	6486	12/27/2017	CIT800	501.50.7100.512.40042	654.25
ELLIGNSON COMPANIES	PERMIT #1713	12/13/2017	REFUND HYDRANT PERMIT #	501.207.2070300	(28.36)
ELLIGNSON COMPANIES	PERMIT #1713	12/13/2017	REFUND HYDRANT PERMIT #	501.50.0000.3813000	(398.00)
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	501.50.7100.512.30550	45.23
GOPHER STATE ONE-CALL	7110468	12/20/2017	MN00435	501.50.7100.512.30700	479.25
GRAYBAR	361981847	12/27/2017	12/5/17	501.50.7100.512.40040	145.75
HAWKINS, INC.	4189601	12/20/2017	108816	501.50.7100.512.60019	620.40
HAWKINS, INC.	4191020	12/20/2017	108816	501.50.7100.512.60019	7,803.58
MATTHEW D HENNING	1362	12/20/2017	11/30/17	501.50.7100.512.60016	152.00
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	501.207.2070200	1,564.05
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	501.207.2070300	71.34
PETE'S WATER & SEWER	11/13/17	12/27/2017	11/13/17	501.50.7100.512.60016	840.06
SEXTON COMPANY, THE	60432	12/20/2017	4115	501.50.7100.512.60045	32.00
TKDA	002017004806	12/20/2017	0015781.002	501.50.7100.512.30700	1,501.91
VALLEY-RICH CO, INC	24979	12/27/2017	R170668 12/01	501.50.7100.512.40046	5,702.27
VALLEY-RICH CO, INC	25022	12/27/2017	R170697 12/13	501.50.7100.512.40046	4,095.06
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	56.63
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	501.50.7100.512.40010	716.60
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	501.50.7100.512.40010	1,105.98
XCEL ENERGY	568308918 CR	12/13/2017	Gas & Electric	501.50.7100.512.40020	(2,902.53)
XCEL ENERGY	568308918 CR	12/13/2017	Gas & Electric	501.50.7100.512.40020	(229.75)
Fund: 501 - WATER UTILITY FUND					27,844.50
CLAREY'S SAFETY EQUIPMENT	174669	12/27/2017	090515	502.51.7200.514.60045	560.00
DAKOTA CTY TREASURER	NOVEMBER 2017	12/20/2017	NOVEMBER 2017	502.207.2070100	132.00
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	502.51.7200.514.30550	23.23
MN GLOVE & SAFETY, INC.	305245	12/20/2017	CTINVE	502.51.7200.514.60045	99.96
MN POLLUTION CONTROL AGENCY	AL. SCHWARTZ 2018	12/27/2017	2018 WASTEWATER CERT. R	502.51.7200.514.50080	23.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	7649	12/20/2017	11/30/17	502.51.7200.514.40043	1,120.00
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	502.51.7200.514.40010	202.57
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	502.51.7200.514.40010	70.59
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	502.51.7200.514.40020	1,085.97
XCEL ENERGY	568308918	12/13/2017	Gas & Electric	502.51.7200.514.40020	1,181.33
Fund: 502 - SEWER UTILITY FUND					4,498.65
DAKOTA ELECTRIC ASSN	201360-5 12/17	12/22/2017	Electric	503.52.8600.527.40020	267.08
FILTER RECYCLING SERVICES	ADJ3760	12/13/2017	6/6/17	503.52.8600.527.60021	60.00
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	503.52.8600.527.30550	18.00
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	503.207.2070300	110.07
NAPA OF INVER GROVE HEIGHTS	5342-516606	12/20/2017	4165	503.52.8600.527.40042	24.27
NAPA OF INVER GROVE HEIGHTS	5342-516703	12/20/2017	4165	503.52.8600.527.40042	26.51
NAPA OF INVER GROVE HEIGHTS	5342-516831	12/20/2017	4165	503.52.8600.527.40042	310.88
NAPA OF INVER GROVE HEIGHTS	5342-516909	12/20/2017	4165	503.52.8600.527.40042	123.44
NATUREVIEW LANDSCAPING	IGHGOLF5-62017E	12/20/2017	12/6/17	503.52.8600.527.50045	8,085.15
SAVATREE	4942618	12/20/2017	1084219	503.52.8600.527.50045	2,437.09
SAVATREE	4942619	12/20/2017	1084219	503.52.8600.527.50045	1,017.69
SAVATREE	4942621	12/20/2017	1084219	503.52.8600.527.50045	241.03
UNIFIRST CORPORATION	090 0394125	12/13/2017	1258268	503.52.8600.527.60045	69.94
UNIFIRST CORPORATION	090 0395249	12/27/2017	1258268	503.52.8600.527.60045	70.99
UNIFIRST CORPORATION	090 0396365	12/27/2017	1258268	503.52.8600.527.60045	65.12
US FOODSERVICE	3341262	12/27/2017	03805983	503.52.8300.524.76050	136.30
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8500.526.40040	21.40
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8500.526.40040	25.69
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8000.521.60010	66.24
WELLS FARGO CREDIT CARD ACH	Act University Of Minn WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8600.527.50080	190.00
WELLS FARGO CREDIT CARD ACH	Act University Of Minn WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8600.527.50080	190.00
WELLS FARGO CREDIT CARD ACH	Squ Sq Discount Auto WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8600.527.40042	220.56
WELLS FARGO CREDIT CARD ACH	Amazonprime Membership WF 11/17	12/07/2017	Wells Fargo Purchase Cards	503.52.8500.526.50070	10.99
XCEL ENERGY	571178084	12/13/2017	Gas & Electric	503.52.8500.526.40010	96.69
XCEL ENERGY	571178084	12/13/2017	Gas & Electric	503.52.8500.526.40020	510.71
XCEL ENERGY	571178084	12/13/2017	Gas & Electric	503.52.8600.527.40010	344.44
XCEL ENERGY	571178084	12/13/2017	Gas & Electric	503.52.8600.527.40020	313.14
Fund: 503 - INVER WOOD GOLF COURSE					15,071.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTHUR J GALLAGHER RISK	2389349	12/13/2017	INVEGRO-03	602.00.2100.415.50014	1,549.72
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	602.00.2100.415.30550	1.27
HEPPNER'S AUTO BODY	42979	12/20/2017	11/6/17	602.00.2100.415.40048	2,152.59
Fund: 602 - RISK MANAGEMENT					3,703.58
ABM EQUIPMENT & SUPPLY	0154093-IN	12/27/2017	0136371	603.00.5300.444.40041	168.59
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004113991	12/13/2017	14649	603.140.1450050	34.98
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004114220	12/13/2017	14649	603.140.1450050	89.56
ALTERNATORS STARTERS & PARTS INC	A58595	12/27/2017	12/7/187	603.00.5300.444.40041	289.95
ALTERNATORS STARTERS & PARTS INC	A58852	12/27/2017	12/13/17	603.00.5300.444.40041	249.00
ARROW MOWER, INC.	50176	12/13/2017	C20394	603.00.5300.444.40041	72.39
COMMON SENSE BUILDING SERVICES, INC.	42315 B	12/27/2017	NOVEMBER 2017	603.00.5300.444.40040	307.00
COMO LUBE & SUPPLIES	631819	12/27/2017	100395	603.00.5300.444.40025	279.97
COMO LUBE & SUPPLIES	CN003880	12/27/2017	100395	603.00.5300.444.40025	(9.97)
CUSTOM HOSE TECH	90013	12/13/2017	11/8/17	603.00.5300.444.40041	22.30
CUSTOM HOSE TECH	90027	12/13/2017	11/9/17	603.00.5300.444.40041	175.57
CUSTOM HOSE TECH	90232	12/20/2017	11/28/17	603.00.5300.444.40041	142.67
EHLERS AND ASSOCIATES, INC.	75627	12/20/2017	12/11/17	603.00.5300.444.70600	576.25
ENERGY SALES	33670	12/20/2017	INVERG4101	603.00.5300.444.40041	491.99
FACTORY MOTOR PARTS COMPANY	1-Z12708	12/13/2017	10799	603.00.5300.444.40041	(10.00)
FACTORY MOTOR PARTS COMPANY	1-Z12885	12/27/2017	10799	603.140.1450050	114.65
FORCE AMERICA, INC.	IN001-1198993	12/27/2017	366100	603.140.1450050	227.04
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	603.00.5300.444.30550	12.74
GYRO-TRAC CORPORATION	21413	12/13/2017	I-MN2000	603.00.5300.444.40041	148.79
HOSE / CONVEYORS INC	00071465	12/27/2017	CIT300	603.00.5300.444.40041	53.18
INVER GROVE FORD	5242522	12/13/2017	11/15/17	603.00.5300.444.40041	262.26
MACQUEEN EMERGENCY GROUP	W00366	12/13/2017	INVER003	603.00.5300.444.40041	521.46
MACQUEEN EMERGENCY GROUP	W00413	12/27/2017	INVER003	603.00.5300.444.40041	609.68
MACQUEEN EQUIPMENT INC	W01328	12/13/2017	INVRE002	603.00.5300.444.40041	3,473.20
MANSFIELD OIL COMPANY	602109	12/27/2017	23866-01-602109	603.140.1450060	5,297.57
MANSFIELD OIL COMPANY	602110	12/27/2017	23866-02-602110	603.140.1450060	9,477.27
MANSFIELD OIL COMPANY	603163	12/27/2017	23866-02-603163	603.140.1450060	1,157.12
MANSFIELD OIL COMPANY	603203	12/27/2017	23866-01-603203	603.140.1450060	1,001.67
MATTHEW D HENNING	1362	12/20/2017	11/30/17	603.00.5300.444.40040	100.00
METRO JANITORIAL SUPPLY INC	11014592	12/13/2017	10/30/17	603.00.5300.444.60012	204.43
METRO JANITORIAL SUPPLY INC	11014593	12/13/2017	10/30/17	603.00.5300.444.60011	157.38
METRO JANITORIAL SUPPLY INC	11014628	12/13/2017	11/9/17	603.00.5300.444.60012	184.82
METRO JANITORIAL SUPPLY INC	11014639	12/27/2017	11/16/17	603.00.5300.444.60012	105.95
METRO JANITORIAL SUPPLY INC	11014650	12/27/2017	12/7/17	603.00.5300.444.60011	1,022.75
METRO JANITORIAL SUPPLY INC	11014654	12/27/2017	12/8/17	603.00.5300.444.60011	380.35
METRO JANITORIAL SUPPLY INC	11014655	12/27/2017	12/13/17	603.00.5300.444.60011	303.95
MID CITY SERIVCES, INC.	77255	12/13/2017	11/24/17	603.00.5300.444.40065	45.75
MID CITY SERIVCES, INC.	76875	12/27/2017	12/8/17	603.00.5300.444.40065	45.75
MIDWEST LIFT WORKS LLC	1783	12/13/2017	11/15/17	603.00.5300.444.40040	1,865.14
MN DEPT OF REVENUE	11/30/17	12/20/2017	JULY 2017	603.00.5300.444.60021	429.21
MN SUPPLY CO	C09477	12/13/2017	39242	603.00.5300.444.40041	98.25
MTI DISTRIBUTING CO	1140828-00	12/13/2017	91180	603.00.5300.444.40041	24.02
MTI DISTRIBUTING CO	1147038-00	12/13/2017	91180	603.00.5300.444.40041	94.02
MTI DISTRIBUTING CO	1148129-00	12/13/2017	91180	603.00.5300.444.40041	112.82
MTI DISTRIBUTING CO	1148525-00	12/20/2017	91180	603.00.5300.444.40041	628.99
NORTH AMERICAN TRAILER SALES	0304124112	12/20/2017	10095	603.140.1450050	294.09
NORTHLAND CHEMICAL CORP	5066088	12/13/2017	45025141	603.00.5300.444.60012	113.94
NUSS TRUCK AND EQUIPMENT	7107781P	12/13/2017	38679B	603.00.5300.444.40041	184.60
O' REILLY AUTO PARTS	1767-299598	12/13/2017	1578028	603.140.1450050	26.40
O' REILLY AUTO PARTS	1767-299600	12/13/2017	1578028	603.00.5300.444.40041	2.99
O' REILLY AUTO PARTS	1767-299607	12/13/2017	1578028	603.00.5300.444.40041	83.88
O' REILLY AUTO PARTS	1767-299608	12/13/2017	1578028	603.00.5300.444.40041	3.29
O' REILLY AUTO PARTS	1767-299634	12/13/2017	1578028	603.140.1450050	126.08
O' REILLY AUTO PARTS	1767-299761	12/13/2017	1578028	603.140.1450050	(2.99)
O' REILLY AUTO PARTS	1767-299767	12/13/2017	1578028	603.00.5300.444.40041	109.02
O' REILLY AUTO PARTS	1767-300386	12/13/2017	1578028	603.140.1450050	33.49
O' REILLY AUTO PARTS	1767-300580	12/13/2017	1578028	603.00.5300.444.40041	286.49
O' REILLY AUTO PARTS	1767-300590	12/13/2017	1578028	603.00.5300.444.40041	31.32
O' REILLY AUTO PARTS	1767-300713	12/13/2017	1578028	603.00.5300.444.40041	18.93
O' REILLY AUTO PARTS	1767-300715	12/13/2017	1578028	603.140.1450050	221.39
O' REILLY AUTO PARTS	1767-300722	12/13/2017	1578028	603.00.5300.444.60012	27.16
O' REILLY AUTO PARTS	1767-301687	12/13/2017	1578028	603.00.5300.444.40041	84.05
O' REILLY AUTO PARTS	1767-301804	12/13/2017	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-301831	12/20/2017	1578028	603.00.5300.444.60012	31.71
O' REILLY AUTO PARTS	1767-301883	12/20/2017	1578028	603.140.1450050	11.16
O' REILLY AUTO PARTS	1767-302076	12/20/2017	1578028	603.00.5300.444.60012	10.47
O' REILLY AUTO PARTS	1767-302540	12/20/2017	1578028	603.00.5300.444.40041	34.26
O' REILLY AUTO PARTS	1767-302549	12/20/2017	1578028	603.140.1450050	9.80
O' REILLY AUTO PARTS	1767-302550	12/20/2017	1578028	603.00.5300.444.60012	24.40
O' REILLY AUTO PARTS	1767-302586	12/20/2017	1578028	603.00.5300.444.40041	7.78
O' REILLY AUTO PARTS	1767-302744	12/20/2017	1578028	603.00.5300.444.40041	470.84
O' REILLY AUTO PARTS	1767-302752	12/20/2017	1578028	603.00.5300.444.40041	(72.00)
O' REILLY AUTO PARTS	1767-302603	12/20/2017	1578028	603.00.5300.444.40041	17.32
O' REILLY AUTO PARTS	1767-303739	12/27/2017	1578028	603.00.5300.444.60012	29.98
O' REILLY AUTO PARTS	1767-303739	12/27/2017	1578028	603.140.1450050	78.72
O' REILLY AUTO PARTS	1767-303864	12/27/2017	1578028	603.00.5300.444.40041	114.60
O' REILLY AUTO PARTS	1767-303912	12/27/2017	1578028	603.00.5300.444.40041	16.62
O' REILLY AUTO PARTS	1767-304014	12/27/2017	1578028	603.00.5300.444.40041	21.98
O' REILLY AUTO PARTS	1767-304146	12/27/2017	1578028	603.00.5300.444.40041	4.69
O' REILLY AUTO PARTS	1767-304148	12/27/2017	1578028	603.00.5300.444.40041	150.55
O' REILLY AUTO PARTS	1767-304149	12/27/2017	1578028	603.00.5300.444.40041	568.36
O' REILLY AUTO PARTS	1767-304201	12/27/2017	1578028	603.00.5300.444.40041	(125.00)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POMP'S TIRE SERVICE, INC.	980043784	12/13/2017	4502557	603.140.1450050	1,100.00
POMP'S TIRE SERVICE, INC.	980044145	12/27/2017	4502557	603.00.5300.444.40041	342.50
POMP'S TIRE SERVICE, INC.	980044254	12/20/2017	4502557	603.140.1450050	1,387.42
POMP'S TIRE SERVICE, INC.	980044314	12/27/2017	4502557	603.140.1450050	1,330.20
RUFFRIDGE-JOHNSON	WA00986 B	12/20/2017	INVE01	603.00.5300.444.40041	455.13
RUFFRIDGE-JOHNSON	IA07735	12/27/2017	INVE01	603.00.5300.444.40041	1,692.34
SEMA EQUIPMENT INC.	1065348	12/13/2017	4504309	603.00.5300.444.40041	58.68
SHEL'S AUTO ELECTRIC	11/17/17	12/13/2017	11/17/17	603.00.5300.444.40041	136.00
SYN-TECH SYSTEMS	157440	12/13/2017	INVGRO	603.00.5300.444.40042	1,275.00
TOWMASTER TRAILERS INC	398742	12/27/2017	2946	603.00.5300.444.40041	360.53
TRI-STATE BOBCAT INC.	P82617	12/13/2017	16312	603.00.5300.444.40041	195.00
UNIFIRST CORPORATION	090 0391782	12/13/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0391782	12/13/2017	1051948	603.00.5300.444.60045	49.52
UNIFIRST CORPORATION	090 0392909	12/13/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0392909	12/13/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0394042	12/13/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0394042	12/13/2017	1051948	603.00.5300.444.60045	46.87
UNIFIRST CORPORATION	090 0395171	12/20/2017	1051948	603.00.5300.444.40065	174.47
UNIFIRST CORPORATION	090 0395171	12/20/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0396280	12/27/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0396280	12/27/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 03897408	12/27/2017	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 03897408	12/27/2017	1051948	603.00.5300.444.60045	89.17
UNITED FARMS COOP	77883	12/20/2017	958425	603.00.5300.444.40041	297.99
UNITED FARMS COOP	77886	12/27/2017	958425	603.00.5300.444.40041	448.88
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 11/17	12/07/2017	Wells Fargo Purchase Cards	603.00.5300.444.60040	21.99
WELLS FARGO CREDIT CARD ACH	The Corner S WF 11/17	12/07/2017	Wells Fargo Purchase Cards	603.00.5300.444.60021	56.14
WESTERN PETROLEUM COMPANY	97532753-41801	12/13/2017	112741	603.140.1450050	502.05
WESTERN PETROLEUM COMPANY	97537052-41801	12/27/2017	112741	603.140.1450050	686.29
XCEL ENERGY	571789586	12/13/2017	Gas & Electric	603.00.5300.444.40010	700.33
XCEL ENERGY	571789586	12/13/2017	Gas & Electric	603.00.5300.444.40020	151.70
ZARNOTH BRUSH WORKS	0167647-IN	12/20/2017	INV1669	603.140.1450050	440.00
Fund: 603 - CENTRAL EQUIPMENT					47,102.74
INNOVATIVE OFFICE SOLUTIONS	SUM-036457	12/20/2017	S28777	604.00.2200.416.60005	61.98
INNOVATIVE OFFICE SOLUTIONS	SUM-036457	12/20/2017	S28777	604.00.2200.416.60010	1,068.86
US BANCORP EQUIPMENT FINANCE, INC.	345206197	12/20/2017	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					3,685.84
AEP ONSITE PARTNERS, LLC	419-21097966	12/20/2017	12/6/17	605.00.7500.460.40010	986.76
COMMON SENSE BUILDING SERVICES, INC.	42315 B	12/27/2017	NOVEMBER 2017	605.00.7500.460.40040	3,821.17
CULLIGAN	11/30/17 157-98503022-8	12/20/2017	157-98503022-8	605.00.7500.460.60011	69.05
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3987834	12/20/2017	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	12/11/17	12/20/2017	UTILITY BILLING	605.00.7500.460.50035	1,426.00
MAILFINANCE	N6889182	12/20/2017	12/8/17	605.00.7500.460.40044	780.00
TOTAL CONSTRUCTION & EQUIP.	73138	12/20/2017	CIT001	605.00.7500.460.40040	414.10
TOTAL CONSTRUCTION & EQUIP.	73139	12/20/2017	CIT001	605.00.7500.460.40040	1,680.41
US POSTMASTER	12/15/17	12/20/2017	PERMIT #PD 95009-000	605.00.7500.460.50035	100.00
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	263.52
WELLS FARGO CREDIT CARD ACH	Horwitz WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	1,914.66
WELLS FARGO CREDIT CARD ACH	Horwitz WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	465.80
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.60011	71.96
WELLS FARGO CREDIT CARD ACH	J H Larson Electrica WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.60016	63.40
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.60011	180.29
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.60040	33.42
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 11/17	12/07/2017	Wells Fargo Purchase Cards	605.00.7500.460.50070	100.00
XCEL ENERGY	571789586	12/13/2017	Gas & Electric	605.00.7500.460.40020	6,739.76
Fund: 702 - ESCROW FUND					19,232.02
CDW GOVERNMENT INC	KWG7524	12/20/2017	2394832	606.00.1400.413.80610	558.12
CDW GOVERNMENT INC	KWT7403	12/20/2017	2394832	606.00.1400.413.80610	297.62
GENESIS EMPLOYEE BENEFITS, INC	IN1172528	12/20/2017	Payroll	606.00.1400.413.30550	25.70
HARRIS COMPUTER SYSTEMS	XT00131609A	12/27/2017	INV1100	606.00.1400.413.80620	3,252.98
HARRIS COMPUTER SYSTEMS	XT00133416	12/27/2017	INV1100	606.00.1400.413.80620	2,300.00
HARRIS COMPUTER SYSTEMS	CT036417	12/27/2017	INV1100	606.00.1400.413.80620	20,155.00
IDEAL SYSTEM SOLUTIONS, INC.	63499	12/20/2017	9/29/17	606.00.1400.413.30700	6,395.35
MATRIX COMMUNICATIONS, INC.	209577	12/20/2017	6330	606.00.1400.413.30700	304.50
MATRIX COMMUNICATIONS, INC.	209599	12/20/2017	6330	606.00.1400.413.80610	71,782.76
MN DEPT OF REVENUE	Nov 2017	12/20/2017	Taxes	606.00.1400.413.60041	24.99
WELLS FARGO CREDIT CARD ACH	Nli Sharefile WF 11/17	12/07/2017	Wells Fargo Purchase Cards	606.00.1400.413.50070	2,635.20
WELLS FARGO CREDIT CARD ACH	Dropbox Z3zsjsxwsmv WF 11/17	12/07/2017	Wells Fargo Purchase Cards	606.00.1400.413.50070	9.99
Fund: 605 - CITY FACILITIES					107,742.21
BARR ENGINEERING COMPANY	23190328.16-20	12/20/2017	2016 PROJECT REVIEWS	702.229.2296102	1,220.21
BARR ENGINEERING COMPANY	23190328.17-3	12/20/2017	2017 PROJECT REVIEWS	702.229.2285901	143.50
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	702.229.2284802	989.00
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	702.229.2285102	1,125.50
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	702.229.2285702	659.00
BARR ENGINEERING COMPANY	23190328.17-4	12/20/2017	2017 PROJECT REVIEWS	702.229.2285901	1,069.50
CALATLANTIC HOMES	156980	12/27/2017	ESCROW REFUND - 6992 AR	702.229.2299800	2,500.00
CALATLANTIC HOMES	163224	12/27/2017	ESCROW REFUND - 6998 AR	702.229.2299800	2,500.00
CULLIGAN	11/30/17 157-98473242-8	12/20/2017	157-98473242-8	702.229.2286300	36.85
ELLIGNSON COMPANIES	PERMIT #1713	12/13/2017	REFUND HYDRANT PERMIT #	702.229.2294300	1,000.00
EMMONS & OLIVIER RESOURCES	00095-0055-8	12/20/2017	00095-0055	702.229.2287302	354.00
EMMONS & OLIVIER RESOURCES	00095-0056-13	12/20/2017	00095-0056	702.229.2284602	699.35
EMMONS & OLIVIER RESOURCES	00095-0056-13	12/20/2017	00095-0056	702.229.2288101	29.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ETERNITY HOMES LLC	190251	12/27/2017	ESCROW REFUND - 6464 CR	702.229.2299800	2,500.00
JUNGBAUER, CHRISTY	12/27/17	12/27/2017	HOLIDAY LIGHT CONCERT -	702.229.2307200	50.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Bebel CGA (Alverno Ave)	12/13/2017	Legal	702.229.2290602	165.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Blackstone Ridges	12/13/2017	Legal	702.229.2296102	183.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Blackstone Vista	12/13/2017	Legal	702.229.2287302	110.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Forfeiture-Charles Nelson	12/13/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Forfeiture-Dereck Laundrie	12/13/2017	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Forfeiture-Jacob Booth	12/13/2017	Legal	702.229.2291000	156.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Forfeiture-Sursattie Persaud	12/13/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Kamish Excavation Permit/D:	12/13/2017	Legal	702.229.2283801	36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Police-Forfeiture	12/13/2017	Legal	702.229.2291000	180.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Robert Curve Plat - Westgate	12/13/2017	Legal	702.229.2285901	101.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/17 Wakota Storage	12/13/2017	Legal	702.229.2288601	180.00
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	702.229.2284602	43.75
LILLIE SUBURBAN NEWSPAPERS	11/30/17 001363	12/13/2017	Advertising/Publishing	702.229.2297801	35.00
MIHM CUSTOM HOMES, INC.	11/29/17	12/13/2017	ESCROW REFUND	702.229.2298801	3,553.50
NORTHERN SERVICE CENTER	19WSCR16119572	12/20/2017	ERMAIN BURKE	702.229.2291000	280.00
RAMSEY COUNTY SHERIFF'S DEPT	62SUCR171243	12/20/2017	MARISOLSALASMUNOZ	702.229.2291000	200.00
SAFETY SIGNS	173663	12/20/2017	IGH	702.229.2296102	8,265.00
SAFETY SIGNS	173664	12/20/2017	10/15/17	702.229.2287302	990.00
SAFETY SIGNS	174415	12/20/2017	IGH	702.229.2304602	400.00
SAFETY SIGNS	174457	12/20/2017	11/15/17	702.229.2289301	575.00
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	96.00
WELLS FARGO CREDIT CARD ACH	Int In Balloon Artist WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	472.50
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	2.86
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	49.99
WELLS FARGO CREDIT CARD ACH	Pioneer Press Adv WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	650.00
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	14.99
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 11/17	12/07/2017	Wells Fargo Purchase Cards	702.229.2307200	443.83
WENZEL, DEAN OR LISA	12/5/17	12/13/2017	ESCROW REDUCTIONS 1843	702.229.2302902	9,000.00
Fund: 606 - TECHNOLOGY FUND					41,099.83
Grand Total					1,879,355.85

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #2 for Bid Package #3 for the East Rink Floor Project to Maertens Brenny Construction Co. in the amount of \$3,645.63. The overall project is funded with an interest free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 3 being awarded to Maertens Brenny Construction in the amount of \$49,500.00.

Bid Package 3 includes ADA players bench modifications to allow people to enter the player's bench without going on the ice.

The overall project budget is as follows:

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



2

1000 JOURNAL OF CLIMATE

	To (Owner): City of Inver Grove Heights	Application Period: Through 11/30/17	Application Date: November 28, 2017
Project: Veterans Memorial Community Center: Bid Package 3 - East Rink ADA Bleacher Modifications	From (Contractor): Maertens Brenny Construction Co. Contract:		Via (Engineer): Stevens Engineers, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Proj No.:	900-16-269

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 49,500.00
			2. Net change by Change Orders..... \$ -
			3. Current Contract Price (Line 1 ± 2)..... \$ 49,500.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 49,500.00
			5. RETAINAGE:
			a. 5% X \$49,500.00 Work Completed..... \$ 2,475.00
			b. X Stored Material..... \$ -
			c. Total Retainage (Line 5a + Line 5b)..... \$ 2,475.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 47,025.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 43,379.37
			8. AMOUNT DUE THIS APPLICATION..... \$ 3,645.63
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 2,475.00
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

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

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

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	3,645.63
is recommended by:		(Engineer)	12/5/17 (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	3,645.63
is approved by:		(Owner)	12/11/17 (Date)
Approved by:		N/A	N/A
		Funding Agency (if applicable)	(Date)

Contractor's Application for Payment

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Page 2 of 2

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Inver Grove Heights
8055 Barbara Ave E
Inver Grove Heights, MN 55077

PROJECT: Vets Memorial CC: BP 3 Bleache
8055 East Barbara Ave
Inver Grove Heights, MN 55077

FROM (CONTRACTOR): Maertens-Brenny Construction C
8251 Main St NE
Minneapolis, MN 55432

VIA (ARCHITECT):

APPLICATION NO: 2
PERIOD TO: 11/30/2017

ARCHITECT'S
PROJECT NO: 900-16-269

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 49,500.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 49,500.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 49,500.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 2,475.00
b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 2,475.00

6. TOTAL EARNED LESS RETAINAGE \$ 47,025.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 43,379.37

8. CURRENT PAYMENT DUE \$ 3,645.63

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 2,475.00

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

CONTRACTOR: Maertens-Brenny Construction C
8251 Main St NE Minneapolis, MN 55432

By: John Hoffman / President

State of: MN

County of: Anoka

Subscribed and Sworn to before me this

Notary Public:

My Commission Expires: 12/24

Date:

Day of

2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Inver Grove Heights 8055 Barbara Ave E Inver Grove Heights, MN 55077		PROJECT: Vets Memorial CC: BP 3 Bleache 8055 East Barbara Ave Inver Grove Heights, MN 55077		APPLICATION NO: 2 PERIOD TO: 11/30/2017		DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR			
FROM (CONTRACTOR): Maertens-Brenny Construction C 8251 Main St NE Minneapolis, MN 55432		VIA (ARCHITECT):		ARCHITECT'S PROJECT NO: 900-16-269					
CONTRACT FOR:				CONTRACT DATE:					
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1000	General Conditions - Labor	2,500.00	2,125.00	375.00	0.00	2,500.00	100.00	0.00	125.00
1100	General Conditions - Material	2,250.00	1,912.50	337.50	0.00	2,250.00	100.00	0.00	112.50
1200	Selective Demolition - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	750.00
1300	Selective Demolition - Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
1400	Cast-in-Place Concrete - Labor	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
1500	Cast-in-Place Concrete - Material	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
1600	Unit Masonry - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
1700	Unit Masonry - Material	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	200.00
1800	Metal Fabrications - Labor	3,000.00	1,500.00	1,500.00	0.00	3,000.00	100.00	0.00	150.00
1900	Metal Fabrications - Material	750.00	375.00	375.00	0.00	750.00	100.00	0.00	37.50
2000	Painting - Labor	2,000.00	1,000.00	1,000.00	0.00	2,000.00	100.00	0.00	100.00
2100	Painting - Material	500.00	250.00	250.00	0.00	500.00	100.00	0.00	25.00
2200	Building Permit	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
2300	Bond	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
2400	Insurance	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
REPORT TOTALS		\$49,500.00	\$45,662.50	\$3,837.50	\$0.00	\$49,500.00	100.00	\$0.00	\$2,475.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #3 (Final) for Bid Package #3 for the East Rink Floor Project to Maertens Brenny Construction Co. in the amount of \$2,475. The overall project is funded with an interest free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 3 being awarded to Maertens Brenny Construction in the amount of \$49,500.00.

Bid Package 3 includes ADA players bench modifications to allow people to enter the player's bench without going on the ice.

The overall project budget is as follows:

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



Contractor's Application for Payment No. 3

Application Period: Through 11/30/17		Application Date: November 28, 2017	
To (Owner): City of Inver Grove Heights	From (Contractor): Maertens Brenny Construction Co.	Via (Engineer): Stevens Engineers, Inc.	
Project: Veterans Memorial Community Center: Bid Package 3 - East Rink ADA Bleacher Modifications	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Proj No.: 900-16-269	

Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE.....	\$ 49,500.00
Number	Additions	2. Net change by Change Orders.....	\$ -
		3. Current Contract Price (Line 1 ± 2).....	\$ 49,500.00
		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 49,500.00
		5. RETAINAGE:	
		a. X \$49,500.00 Work Completed.....	\$ -
		b. X Stored Material.....	\$ -
		c. Total Retainage (Line 5a + Line 5b).....	\$ -
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 49,500.00
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 47,025.00
		8. AMOUNT DUE THIS APPLICATION.....	\$ 2,475.00
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ -
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

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

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	2,475.00
is recommended by:		(Engineer)	(Date) 12/27/17
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	2,475.00
is approved by:		(Owner)	(Date) 11/2/18
Approved by:	N/A	Funding Agency (if applicable)	N/A

By:	See Attached	Date:
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Contractor's Application for Payment

EJCDC C-620 Contractor's Application for Payment © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 2 of 2

TO (OWNER): City of Inver Grove Heights
8055 Barbara Ave E
Inver Grove Heights, MN 55077

PROJECT: Vets Memorial CC: BP 3 Bleache
8055 East Barbara Ave
Inver Grove Heights, MN 55077

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

APPLICATION NO: 3
PERIOD TO: 11/30/2017

FROM (CONTRACTOR): Maertens-Brenny Construction C
8251 Main St NE
Minneapolis, MN 55432

ARCHITECT'S
PROJECT NO: 900-16-269

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 49,500.00
2. Net Change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	49,500.00
4. TOTAL COMPLETED AND STORED TO DATE	49,500.00

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 49,500.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 47,025.00

8. CURRENT PAYMENT DUE \$ 2,475.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

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

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

CONTRACTOR: Maertens-Brenny Construction C
8251 Main St NE Minneapolis, MN 55432

By: John Hoffman / President
State of: MN
County of: Anoka

Date:

Subscribed and Sworn to before me this

27th

Day of

NOV

20

Notary Public:

My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Inver Grove Heights 8055 Barbara Ave E Inver Grove Heights, MN 55077	PROJECT: Vets Memorial CC: BP 3 Bleache 8055 East Barbara Ave Inver Grove Heights, MN 55077	APPLICATION NO: 3 PERIOD TO: 11/30/2017	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): Maertens-Brenny Construction C 8251 Main St NE Minneapolis, MN 55432	VIA (ARCHITECT): ARCHITECT'S PROJECT NO: 900-16-269
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CONTRACT FOR:		CONTRACT DATE:							
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1000	General Conditions - Labor	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
1100	General Conditions - Material	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00	0.00	0.00
1200	Selective Demolition - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
1300	Selective Demolition - Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
1400	Cast-in-Place Concrete - Labor	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
1500	Cast-in-Place Concrete - Material	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
1600	Unit Masonry - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
1700	Unit Masonry - Material	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	0.00
1800	Metal Fabrications - Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
1900	Metal Fabrications - Material	750.00	750.00	0.00	0.00	750.00	100.00	0.00	0.00
2000	Painting - Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
2100	Painting - Material	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
2200	Building Permit	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
2300	Bond	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
2400	Insurance	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Request No 4 – Bid Package 2 – East Rink Floor Project – City Project
2017-05**

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #4 for Bid Package #2 for the East Rink Floor Project to Becker Arena Products Inc. in the amount of \$5,201.96. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 2 being awarded to Becker Arena Products Inc. in the amount of \$105,400.00. On July 10th, the Council approved Change Order #1 for Bid Package #2 in the amount of \$3,072.98 bringing the total of Bid Package #2 to \$108,472.98. On November 11th, the Council approved Change Order #2 for Bid Package #2 in the amount of \$5,475.75 bringing the total of Bid Package #2 to \$113,948.73. The overall project is funded with an interest free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

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

The overall project budget is as follows:

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



Application Period:

ENGINEERS • PLANNERS • SURVEYORS

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 105,400.00
Number	Additions	Deductions		
1	\$3,072.98		2. Net change by Change Orders.....	\$8,548.73
2	\$5,475.75		3. Current Contract Price (Line 1 ± 2).....	\$ 113,948.73
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 113,948.73
			5. RETAINAGE:	
			a. 5% X \$113,948.73 Work Completed.....	\$ 5,697.44
			b. X Stored Material.....	\$ -
			c. Total Retainage (Line 5a + Line 5b).....	\$ 5,697.44
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 108,251.29
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 103,049.33
			8. AMOUNT DUE THIS APPLICATION.....	\$ 5,201.96
TOTALS	\$8,548.73		9. BALANCE TO FINISH, PLUS RETAINAGE	
NET CHANGE BY CHANGE ORDERS		\$8,548.73	(Column G on Progress Estimate + Line 5 above).....	\$ 5,697.44

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

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		By: See Attached	Date:
Payment of:	\$	5,201.96	
is recommended by: <u>Arthur Hahn</u> (Engineer) <u>12/27/17</u> (Date)			
Payment of:	\$	5,201.96	
is approved by: <u>[Signature]</u> (Owner) <u>1/2/18</u> (Date)			
Approved by:		N/A	N/A
Funding Agency (if applicable) (Date)			

Contractor's Application for Payment

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO CONTRACTOR:

Stevens Engineering
2211 O'Neil Road
Hudson WI 54016

FROM SUB-CONTRACTOR:

BECKER ARENA PRODUCTS INC
6611 WEST HWY 13
SAVAGE MN 55378

CONTRACT FOR: Dashboards

PROJECT:

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

APPLICATION NO: 3

PERIOD TO: Dec 30, 2017

PROJECT NOS.: 900-16-269

CONTRACT DATE: 4/25/2017

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	105,400.00
2. Net change by Change Orders	\$	\$8,548.73
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	113,948.73
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$113,948.73

5. RETAINAGE:

a. <u>5</u> % of Completed Work (Columns D + E on G703)	\$	5,697.44
b. <u> </u> % of Stored Material (Columns D + E on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$	5,697.44

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$108,251.29

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	103,049.33
8. CURRENT PAYMENT DUE	\$	\$5,201.96

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$	5,697.44
----------------------	----	----------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,072.98	
Total approved this Month	\$5,475.75	
TOTALS	\$8,548.73	
NET CHANGES by Change Order		\$8,548.73

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

CONTRACTOR

By:

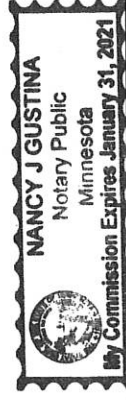
Date: 12/6/17

State of: MN

County of: Scott

Subscribed and sworn to before

me this 6th day of Dec, 2017



Notary Public: Nancy Gustina

My Commission expires: 1/31/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO: 4

APPLICATION DATE: 12/6/2017

PERIOD TO: 12/30/2017

ARCHITECT'S PROJECT NO: 900-16-269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)						
1	Dashboards	\$82,205.00					\$82,205.00	\$0.00	\$4,110.25
2	Removal	\$4,180.00					\$4,180.00	\$0.00	\$209.00
3	Installation	\$12,004.74					\$12,004.74	\$0.00	\$600.24
4	Accessories	\$7,010.26					\$7,010.26	\$0.00	\$350.51
5	Change order	\$924.22					\$924.22	\$0.00	\$46.21
6	Change order	\$2,148.76					\$2,148.76	\$0.00	\$107.44
7	Change order	\$5,475.75			\$5,475.75		\$5,475.75	\$0.00	\$273.79
		\$113,948.73	\$0.00		\$5,475.75	\$0.00	\$113,948.73	\$0.00	\$5,697.44

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No 1 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve change order #1 for Bid Package #1 for the East Rink Floor Project to Cimco Refrigeration in the amount of (\$7,321) which is a reduction in the overall contract price. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 1 being awarded to Cimco Refrigeration Inc. in the amount of \$472,000. The Change Order #1 is the result of the City not needing to replace a butterfly valve (\$321) and fourteen (14) days of liquidated damages at \$500/day for a total of (\$7,000). The new contract total is \$464,679.

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

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 1 (Change Order #1)	Credit for Butterfly Valve & Liquidated Damages	(\$7,321)
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 2 (Change Order #2)	Glass Railing Code Issue	\$5,475.75
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$41,451.27
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$737,800

Note:

Stevens Engineering reimbursed the City of Inver Grove Heights \$4,083.23 for errors in Bid Package #2 Change Order #2.

Date of Issuance: November 14, 2017

Effective Date: November 14, 2017

Project: Veterans Memorial
Community Center: Bid Package 1:
East Rink Floor Replacement

Owner: City of Inver Grove
Heights

Owner's Contract No.:

Contract:

Date of Contract: May, 2017

Contractor: Cimco Refrigeration

Engineer's Project No.: 900.16.269

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

A butterfly valve was not replaced during construction. The contractor issued a credit to the project for \$321.00 for not performing this work.

Contractor to pay liquidated damages from September 1 to September 15. 14 total days at \$500/day for a total of \$7,000 per section 005213 Article 4 of the Contract Documents.

Attachments (list documents supporting change):

Change Order #1 from contractor

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 472,000.00

Increase from previously approved Change Orders
No. 0 to No. 0:

\$ --

Contract Price prior to this Change Order:

\$ 472,000.00

Decrease of this Change Order:

\$ (\$7,321.00)

Contract Price incorporating this Change Order:

\$ 464,679.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

No Change from previously approved Change Orders
No. 0 to No. 0:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

No Change of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 12/27/17

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 12/19/17

Monday, October 30th, 2017

Cristina L. Holzer
Stevens Engineers
2211 O'Neil Road
Hudson, WI
54016

RE: Change order deduction for not installing the butterfly valve on the swing pump at Invergrove Heights Ice Arena. Cimco Project A1200149

Change Order # 1

Base of change order:

Deductive change order for not installing the butterfly valve on the swing pump – Cimco will also take back the valve

CHANGE ORDER VALUE: DEDUCT \$321.00 USD

If you could please sign and return this change order to our office, we can proceed in getting this change order processed promptly.

Should you have any questions, please don't hesitate to contact me any time at 616-745-6374 or by e-mail at dperryman@toromont.com

Owner: _____



Date: _____

11/2/18

Sincerely,



DREW PERRYMAN • Account Manager, US Recreation
CIMCO Refrigeration, Inc.
NHL Preferred Ice Rink Equipment Supplier
t 616-745-6473
e dperryman@toromont.com



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 8, 2018
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to pass the enclosed Resolution extending the Cable Franchise Agreement with comcast Cable Company until July 31, 2018.

SUMMARY

The City has extended the Cable Franchise Agreement with Comcast for the last two (2) years in order to negotiate the best agreement possible for the consumers in Inver Grove Heights, including the City of Inver Grove Heights. Per the recommendation of the Cable Board and the Cable staff, the city, along with all of the other northern Dakota County cities a part of the NDCTV group, are asked to extend the agreement to allow parties to continue to negotiate in attempts to reach final agreement. This keeps all current language in place in terms of service to city facilities and collection of P.E.G. fees

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA
GRANTING COMCAST OF ST. PAUL, INC., A FRANCHISE
EXTENSION TO JULY 31, 2018**

WHEREAS, on or about April 1, 2000, the City of Inver Grove Heights, Minnesota, (“City”) granted a Cable Television Franchise Ordinance (“Franchise”) which is currently held by Comcast of St. Paul, Inc. (“Comcast”); and

WHEREAS, Comcast has requested renewal of the Franchise; and

WHEREAS, the initial term of the Franchise was extended by the City on March 23, 2015, when the City adopted Resolution No. 15-55, which extended the term of the Franchise until March 31, 2016; and

WHEREAS, Comcast executed Resolution No. 15-55 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, the Franchise was extended by the City on April 11, 2016, when the City adopted Resolution No. 16-55, which extended the term of the Franchise until March 31, 2017; and

WHEREAS, Comcast executed Resolution No. 16-55 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, the Franchise was extended by the City on March 13, 2017, when the City adopted Resolution No. 17-40, which extended the term of the Franchise until December 31, 2017; and

WHEREAS, Comcast executed Resolution No. 17-40 and agreed to continue complying

with the Franchise, as amended; and

WHEREAS, both the City and Comcast desire to reserve all of their respective rights under state and federal law regarding the franchise renewal process, specifically all rights provided by 47 U.S.C. § 546.

NOW, THEREFORE, the City of Inver Grove Heights, Minnesota, hereby resolves as follows:

1. The Franchise is hereby amended by extending the term of the Franchise from January 1, 2018 through and including July 31, 2018, unless earlier renewed by the parties.

2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.

3. The City and Comcast hereby agree that neither party waives any rights either may have under the Franchise or applicable law.

4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the City; and (2) Comcast's acceptance of this Resolution.

Adopted by the City of Inver Grove Heights, Minnesota, this ____ day of January, 2018.

ATTEST:

CITY OF INVER GROVE HEIGHTS,

MINNESOTA

By: _____

By: _____

Its: _____

ACCEPTANCE AND AGREEMENT

Comcast of St. Paul, Inc. hereby accepts this Resolution No. _____
("Resolution") and hereby accepts the terms, provisions and recitals of the Resolution and agrees
to be bound by the Franchise.

Dated this ____ day of _____, 2018.

COMCAST OF ST. PAUL, INC.

By: _____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2018.

NOTARY PUBLIC

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Final 2017 Donations & Grants for Various Parks and Recreation Programs

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 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 final 2017 donations/sponsorships/grants totaling \$13,250 for various parks and recreation programs/events from July 15, 2017-December 31, 2017.

SUMMARY

The Parks and Recreation Department receives various donations, sponsorships and grants from businesses and other organizations to support and enhance recreation programs and events.

<u>Business/Organization</u>	<u>Amount</u>	<u>Purpose</u>
Dairy Queen	\$200	Rec Program Sponsor
Various Businesses	\$500	Safety Camp Sponsors
Kane Transport	\$300	Water Park Grand Re-Opening Sponsor
Various Businesses (27 local businesses provided cash sponsorships)	\$9,250	Holidays in the Heights *escrow account separate from Recreation budget/administered by Recreation
MN Twins Community Fund	\$1,000	Remainder of Youth Sports Coaching Grant
National Council on Aging	\$2,000	Remainder of Active Adult Grant
TOTAL	\$ 13,250	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 2018 Sentence to Serve Contract

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Brian Swoboda – 651-450-2582
 Prepared by: Brian Swoboda
 Reviewed by: Eric Carlson

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 2018 Contract with Dakota County for Sentence to Service Program Work Crews (STS). The contract will not exceed \$27,780 and is for minimum of 60 crew days of service. Each crew day will consist of 5-10 members working 6.5 hour days.

SUMMARY

The approved 2018 Budget anticipates expenditure in the Parks Division budget for Sentence to Service Work Crews. The expenditure guarantees minimum of 60 crew work days for the City. STS usually provides extra crew days at no additional charge. In 2017 STS provided a total of 70+ work crew days, 60 days which were contracted and paid for.

The Contract for STS Work Crews can be terminated with or without cause with thirty days written notice.

Examples of work projects include: spring clean up of trash and debris in parks, along Cahill Ave., trails, sidewalks and in boulevards; painting trash containers, picnic tables, signs, benches bleachers, tunnels and the interior and exterior of buildings; landscaping, rain garden and erosion control projects; removal of invasive plant species; trimming and chipping brush and trees; cutting back along trails; mulching trees and trails; placing engineered wood fiber in playgrounds; preparation and assistance for special projects and community events like Inver Grove Heights Days; equipment and infrastructure assembly.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WASATCH STORAGE - Case No. 17-46C

Meeting Date: January 8, 2017
 Item Type: Consent Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by:  Engineering

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement, and related agreements for the property located on the south side of 50th Street, west of Blaine Avenue.

- Requires 3/5th's vote

SUMMARY

The City Council approved the development of a ministorage facility with outdoor vehicle storage on October 23, 2017. The related development agreements were still being reviewed by the applicant and the City and were not ready when the project was reviewed by Council.

The request is to construct two mini-storage buildings on the 4.48-acre property. The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The final details on the plans and agreements would be reviewed and approved by the City Engineer prior to any work commencing on the site.

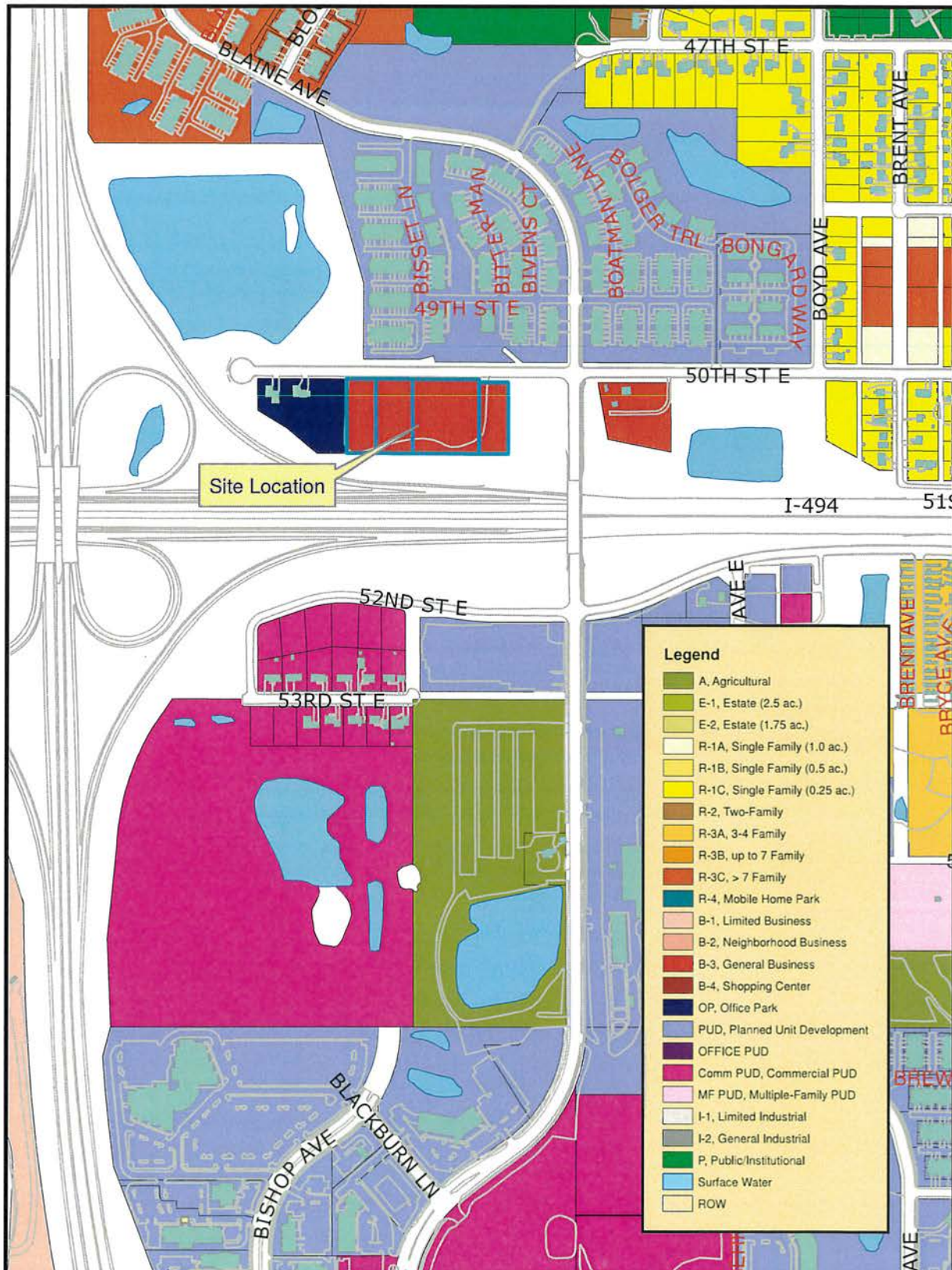
RECOMMENDATION: Planning and Engineering Staff recommend approval of the Improvement Agreement, Storm Water Facilities Maintenance Agreement, and related agreements as presented.

Attachments:

1. Location Map
2. Resolution approving documents relating to the development
3. Improvement Agreement
4. Storm Water Facilities Maintenance Agreement
5. Perimeter Drainage and Utility Easement Agreement
6. Fire Hydrant Maintenance Agreement



Wasatch Storage Case No. 17-46C



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

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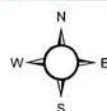


Exhibit A
Zoning and Location Map
Map not to scale

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT, PERIMETER DRAINAGE AND UTILITY
EASEMENT AND FIRE HYDRANT AGREEMENT FOR THE DEVELOPMENT KNOWN
AS WASATCH STORAGE FACILITY**

CASE NO. 17-46C
(Wasatch Storage)

WHEREAS, a Conditional Use Permit and Variance was approved on October 23, 2017 for the ministorage facility with outdoor vehicle storage;

WHEREAS, conditions of approval require the applicant to enter into agreements with the City relating to an improvement agreement, storm water facilities maintenance agreement, perimeter drainage and utility easements, and fire hydrant agreement prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on October 23, 2017 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the improvement agreement, storm water facilities maintenance agreement, perimeter drainage and utility easement agreement, and fire hydrant agreement are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 8th day of January, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**IMPROVEMENT AGREEMENT
RELATED TO PLAT OF
WARREN AND MCDOWELL'S ACRE
LOTS NO. 2
AND PLAT OF
ROBERT G. MCDOWELL'S ADDITION
TO SOUTH ST. PAUL,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN
(WASATCH STORAGE)**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT RELATED TO PLAT OF
WARREN AND MCDOWELL'S ACRE LOTS NO. 2
AND PLAT OF
ROBERT G. MCDOWELL'S ADDITION TO SOUTH ST. PAUL
INVER GROVE HEIGHTS, MN
(WASATCH STORAGE)**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 8th day of January, 2018, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage and erosion control, the extension of sewer and water service lines, the installation of storm water facilities and associated vegetation.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and its successors and assigns.

1.4 Owner. "Owner" means WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and its successors and assigns.

1.5 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof, subject to Force Majeure:

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

1.18 Force Majeure. "Force Majeure" means (i) an earthquake, hurricane, tsunami, tornado, flood, or other weather conditions of unusual severity or duration or other similar natural catastrophe, (ii) a building moratorium or other governmental prohibition or restriction on construction that prohibits or restricts construction, (iii) a riot, insurrection, terrorist act, or war, (iv) circumstances adversely affecting the availability or delivery of materials or the performance of work including, without limitation, excessive rain or other weather events that may not constitute flood or catastrophic events yet, nevertheless, result in stoppages of work or delays in the performance of construction, (v) strikes, lockouts or other labor disputes, (vi) actions or inaction (when action is required) of governmental authorities, (vii) fires or other casualties, or (viii) other causes or occurrences which are outside the control of the party whose obligation is delayed and could not be avoided by the exercise of due care on the part of such party.

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.

- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. **Fee Title/Ownership Interest.** WSP Inver Grove Heights, LLC, a foreign limited liability company organized in the State of Delaware, owns fee title to the Subject Property.

1.20 **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 Improvement Agreement.

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

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

**If to Developer
or Owner:**
WSP Inver Grove Heights, LLC
c/o Wasatch Storage Partners, LLC
131 S. 700 E., Suite 102
American Fork, UT 84003

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as

appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, the City shall so notify the Developer in writing and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement in reasonable detail or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

7.2 **City Miscellaneous Expenses.** The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 **Enforcement Costs.** The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 **Time of Payment.** The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

8.1 **Statement of Developer Warranties.** The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 **Statement of City Warranties.** The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys

and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default unless thirty (30) days is not practicable for the Developer to cure the Developer Default, in which case the Developer shall be given a reasonable time, as determined by the City, to cure the default provided the Developer has commenced a suitable cure within the initial thirty (30) days. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within the time provided, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;

- b.) the City may suspend any work, improvement or obligation to be performed by the City until the Developer Default is cured;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof to the extent necessary to cure the Developer Default;
- d.) the City may suspend or deny building permits for buildings within the Subject Property until the Developer Default is cured;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the

Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12

ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2020. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2020, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2020.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements

listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement

shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council, which approval will not be unreasonably withheld so long as no Developer Default then exists. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of January, 2018, 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

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

OWNER AND DEVELOPER:
WSP INVER GROVE HEIGHTS, LLC,
a Delaware limited liability company

By: WSP Inver Grove Heights Manager, LLC,
a Delaware limited liability company
Its: Manager

By: Wasatch Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: Bret Durfee
Title: Chief Executive Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of January, 2018, before me a Notary Public within and for said County, personally appeared Bret Durfee, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Wasatch Management, LLC, a foreign limited liability company organized under the laws of the State of Delaware, as Manager of WSP Inver Grove Heights Manager, LLC, a foreign limited liability company organized under the laws of the State of Delaware, as Manager of WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and that the foregoing instrument was executed on behalf of WSP Inver Grove Heights, LLC by authority of the Manager of said entity.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Parcel 1:

Lot Eight (8), Block Two (2), WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots Seven (7), Eight (8), Nine (9), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL EXCEPT that portion of the above described property conveyed to the State of Minnesota and described as follows:

That part of Tract A described below:

Tract A. That part of Lot Eight (8), Block Two (2), Warren & McDowell's Acre Lots No. 2; lying north of the highway;

Tract B. Lots Seven (7), Eight (8), and Nine (9), Block "A", ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL: which lies southerly of a line run parallel with and distant 180 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty- two (22), distant 590.85 feet southerly of the northwest corner thereof; thence run easterly at an angle of 89 degrees 40 minutes 12 seconds from said west line (measured from south to east) for 3200 feet and there terminating:

together with the northerly 12 feet of Tract B described above;

TOGETHER with that part of vacated Moore Avenue and that part of the vacated alley in Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, adjacent thereto, which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office the County Recorder within and for said County and State.

Parcel 2:

Lot 1, Block 3, WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots 10 to 21, Block A, ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, together with those parts of vacated Blaine Avenue and Moore Avenue, and of the vacated alley adjacent thereto which accrued thereto by reason of the

vacation there of and subject to the State of Minnesota's interest in said property as show in Parcel 230 on the plats designated as Minnesota Department of Transportation Right of Way Plats numbered 19-46 and 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, together with other rights forming and being part of said parcel 230 as described in certified copy of Final Certificate entitled State of Minnesota, County of Dakota, in First Judicial District Clerk's No. 94675, dated May 16, 1986 and recorded June 11, 1986, as Document No. 729408.

Parcel 3:

Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2, except that part described as Parcel 230 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Cover Sheet (C0-1)		Loucks Associates
Demolition Plan (C1-2)		Loucks Associates
Site Plan (C2-1)		Loucks Associates
Grading & Drainage Plan (C3-1)		Loucks Associates
SWPPP (1 of 2) (C3-2)		Loucks Associates
SWPPP (2 of 2) (C3-3)		Loucks Associates
Utility Plan (C4-1)		Loucks Associates
Civil Details (C8-1)		Loucks Associates
Civil Details (C8-2)		Loucks Associates
Tree Inventory (L1-0)		Loucks Associates
Landscape Plan (L1-1)		Loucks Associates

The above-listed Development Plans were approved by the City Engineer on January __, 2017.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the “City Engineer Memos”):

1. Memo from Assistant City Engineer Steve Dodge to Assistant City Planner Heather Botten dated October 13, 2017;
2. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski and Assistant City Engineer Steve Dodge dated October 10, 2017.
3. Memo from Assistant City Engineer Steve Dodge to Assistant City Planner Heather Botten dated November 29, 2017.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-18, or prior to issuance of building permit, whichever occurs first	general site grading, drainage and erosion control
X	12-31-18, or prior to issuance of building permit, whichever occurs first	stormwater facilities (bioretention basin and sediment basin)
X	12-31-18, or prior to issuance of building permit, whichever occurs first	extension of sewer and water service lines
X	12-31-18, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation
X	12-31-18, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2018 OR BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** By December 31, 2018, or before the City issues a building permit for the Subject Property, whichever occurs first, all the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Grading, drainage, stormwater facilities and erosion control have been substantially completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - f.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
 - g.) Developer and/or Owner must execute the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Permanent Drainage and Utility Easement (around perimeter of Subject Property)
 - Fire Hydrant License Agreement

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

- h.) Developer must obtain the necessary storm water drainage permit from MnDOT.
- i.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.

2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2018 OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2018, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
- b.) All grading, drainage and erosion control must be completed.
- c.) sewer and water service lines must be installed.
- d.) All storm water facilities must be completed and approved by the City Engineer.
- e.) All site landscaping and vegetation associated with the grading, drainage and erosion control must be completed.
- f.) Certified as-builts shall be submitted to the City.

3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

4.) **ADMINISTRATIVE LOT COMBINATION OF FOUR TAX PARCELS.** The Subject Property currently consists of four separate tax identification numbers, namely, 20-47700-01-210; 20-47700-01-240; 20-83400-03-011 and 20-83400-03-021. The City is requiring Owner to combine the four separate tax identification numbers into one tax parcel identification number. The City will prepare and submit the necessary administrative approval to Dakota County for the tax identification number combination. Owner will be responsible for all costs associated with combining the four separate tax parcels. The combination of tax parcels must be complete before a certificate of occupancy is issued by the City for the Subject Property.

- 5.) **BILLBOARD EASEMENTS.** The Subject Property is subject to an Amended and Restated Easement Agreement recorded as Document No. 3181324 recorded with the Dakota County Recoder (Billboard Easement). Developer warrants and represents that the Development Plans for the Subject Property and the Developer Improvements for the Subject Property comply with the terms and conditions contained in the Billboard Easement.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	\$628,245
2.)	Sewer and Water Utility Extension	\$35,598.50
3.)	Storm Water Facilities	\$161,056
4.)	Landscaping / Vegetation	\$12,180
5.)	Certified As-Builts	\$4,880
SUBTOTAL:		\$841,959.50 (say \$841,959)
<u>MULTIPLIED BY:</u>		x 1.25
EQUALS		\$1,052,448.75 (say \$1,052,449)
<u>ESCROW AMOUNT:</u>		\$1,052,449

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$7,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the 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 vegetation exceed the initially deposited \$7,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$7,000 Engineering Escrow Amount stated above, Developer shall also deposit \$1,500 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited \$1,500 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 8th day of January, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware (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 WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and its successors and its assigns.

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

The storm water bio-retention basin, sediment basin, ponds and related drain tiles, drainage areas, pipes and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Grading & Drainage Plan (C3-1) prepared by Loucks Associates dated January __, 2018 and approved by the City Engineer on January __, 2018 as well as the Operations and Maintenance Plan dated

October 31, 2017 prepared by Loucks Associates and approved by the City Engineer on January _____, 2018.

The Stormwater Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

1.7 Responsible Owner. “Responsible Owner” means the fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between the Landowner and City of even date herewith.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2018, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The final 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 Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner

Property, the City may certify to Dakota County the amounts due as payable for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or material men hired by the Responsible Owner to maintain the Stormwater Facilities; and
- c.) failure by the Responsible Owner to pay for any materials that may be used by the

Responsible Owner to maintain the Stormwater Facilities.

d.) Construction of the Stormwater Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 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.

5.2 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.

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

5.4 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.

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

5.6 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: WSP Inver Grove Heights, LLC
c/o Wasatch Storage Partners, LLC
131 S. 700 E., Suite 102
American Fork, UT 84003

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of January, 2018, 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:

WSP INVER GROVE HEIGHTS, LLC,

a Delaware limited liability company

By: WSP Inver Grove Heights Manager, LLC,
a Delaware limited liability company

Its: Manager

By: Wasatch Management, LLC,
a Delaware limited liability company

Its: Manager

By: _____

Name: Bret Durfee

Title: Chief Executive Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of January, 2018, before me a Notary Public within and for said County, personally appeared Scott Wyckoff, to me personally known, who being by me duly sworn, did say that he is the President and Chief Development Officer of Wasatch Storage Partners, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and that the foregoing instrument was executed on behalf of Wasatch Storage Partners, LLC by authority of the Boards of Governors of said entity.

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:

Parcel 1:

Lot Eight (8), Block Two (2), WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots Seven (7), Eight (8), Nine (9), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL EXCEPT that portion of the above described property conveyed to the State of Minnesota and described as follows:

That part of Tract A described below:

Tract A. That part of Lot Eight (8), Block Two (2), Warren & McDowell's Acre Lots No. 2; lying north of the highway;

Tract B. Lots Seven (7), Eight (8), and Nine (9), Block "A", ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL: which lies southerly of a line run parallel with and distant 180 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty- two (22), distant 590.85 feet southerly of the northwest corner thereof; thence run easterly at an angle of 89 degrees 40 minutes 12 seconds from said west line (measured from south to east) for 3200 feet and there terminating:

together with the northerly 12 feet of Tract B described above;

TOGETHER with that part of vacated Moore Avenue and that part of the vacated alley in Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, adjacent thereto, which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office the County Recorder within and for said County and State.

Parcel 2:

Lot 1, Block 3, WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots 10 to 21, Block A, ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, together with those parts of vacated Blaine Avenue and Moore Avenue, and of the vacated alley adjacent thereto which accrued thereto by reason of the vacation there of and subject to the State of Minnesota's interest in said property as show in Parcel 230 on the plats designated as Minnesota Department of Transportation Right of Way Plats numbered 19-46 and 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota,

together with other rights forming and being part of said parcel 230 as described in certified copy of Final Certificate entitled State of Minnesota, County of Dakota, in First Judicial District Clerk's No. 94675, dated May 16, 1986 and recorded June 11, 1986, as Document No. 729408.

Parcel 3:

Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2, except that part described as Parcel 230 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

EXHIBIT B
FINAL 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 NURP Pond with infiltration bench	Annually in spring and fall as needed.	Remove sediment and restore NURP Pond with infiltration bench 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 NURP Pond with infiltration bench device.	NURP Pond with infiltration bench 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

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 8th day of January, 2018, between WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware (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 non-exclusive **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, itself or its 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 itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has 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 8th day of January, 2018, 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:

WSP INVER GROVE HEIGHTS, LLC,
a Delaware limited liability company

By: WSP Inver Grove Heights Manager, LLC,
a Delaware limited liability company
Its: Manager

By: Wasatch Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: Bret Durfee
Title: Chief Executive Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of January, 2018, before me a Notary Public within and for said County, personally appeared Bret Durfee, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Wasatch Management, LLC, a foreign limited liability company organized under the laws of the State of Delaware, as Manager of WSP Inver Grove Heights Manager, LLC, a foreign limited liability company organized under the laws of the State of Delaware, as Manager of WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and that the foregoing instrument was executed on behalf of WSP Inver Grove Heights, LLC by authority of the Manager of said entity.

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:

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

Parcel 1:

Lot Eight (8), Block Two (2), WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots Seven (7), Eight (8), Nine (9), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL EXCEPT that portion of the above described property conveyed to the State of Minnesota and described as follows:

That part of Tract A described below:

Tract A. That part of Lot Eight (8), Block Two (2), Warren & McDowell's Acre Lots No. 2; lying north of the highway;

Tract B. Lots Seven (7), Eight (8), and Nine (9), Block "A", ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL: which lies southerly of a line run parallel with and distant 180 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty- two (22), distant 590.85 feet southerly of the northwest corner thereof; thence run easterly at an angle of 89 degrees 40 minutes 12 seconds from said west line (measured from south to east) for 3200 feet and there terminating:

together with the northerly 12 feet of Tract B described above;

TOGETHER with that part of vacated Moore Avenue and that part of the vacated alley in Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, adjacent thereto, which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office the County Recorder within and for said County and State.

Parcel 2:

Lot 1, Block 3, WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots 10 to 21, Block A, ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, together with those parts of vacated Blaine Avenue and Moore Avenue,

and of the vacated alley adjacent thereto which accrued thereto by reason of the vacation there of and subject to the State of Minnesota's interest in said property as show in Parcel 230 on the plats designated as Minnesota Department of Transportation Right of Way Plats numbered 19-46 and 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, together with other rights forming and being part of said parcel 230 as described in certified copy of Final Certificate entitled State of Minnesota, County of Dakota, in First Judicial District Clerk's No. 94675, dated May 16, 1986 and recorded June 11, 1986, as Document No. 729408.

Parcel 3:

Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2, except that part described as Parcel 230 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

The northerly, easterly, southerly and westerly 10.00 feet of the following described Subject Property:

Subject Property

Lot Eight (8), Block Two (2), WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots Seven (7), Eight (8), Nine (9), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL EXCEPT that portion of the above described property conveyed to the State of Minnesota and described as follows:

That part of Tract A described below:

Tract A. That part of Lot Eight (8), Block Two (2), Warren & McDowell's Acre Lots No. 2; lying north of the highway;

Tract B. Lots Seven (7), Eight (8), and Nine (9), Block "A", ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL: which lies southerly of a line run parallel with and distant 180 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty- two (22), distant 590.85 feet southerly of the northwest corner thereof; thence run easterly at an angle of 89 degrees 40 minutes 12 seconds from said west line (measured from south to east) for 3200 feet and there terminating:

together with the northerly 12 feet of Tract B described above;

TOGETHER with that part of vacated Moore Avenue and that part of the vacated alley in Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, adjacent thereto, which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office the County Recorder within and for said County and State.

AND

Lot 1, Block 3, WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots 10 to 21, Block A, ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, together with those parts of vacated Blaine Avenue and Moore Avenue, and of the vacated alley adjacent thereto which accrued thereto by reason of the vacation there of and subject to the State of Minnesota's interest in said property as show in Parcel 230 on the plats designated as Minnesota Department of Transportation Right of Way Plats numbered 19-46 and 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, together with other rights forming and being part of said parcel 230 as described in certified copy of Final Certificate entitled State of Minnesota, County of Dakota, in First Judicial District Clerk's No. 94675, dated May 16, 1986 and recorded June 11, 1986, as Document No. 729408.

AND

Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2, except that part described as Parcel 230 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Together with that part of the above described said Subject Property described as follows:

Commencing at the northwest corner of said Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2 and the northwest corner of said Subject Property; thence on an assumed bearing of South 00 degrees 13 minutes 11 seconds East along the west line said Lot 2 and said Subject Property 197.51 feet to the point of beginning; thence South 45 degrees 13 minutes 11 seconds East a distance of 24.04 feet; thence South 00 degrees 13 minutes 11 seconds East a distance of 49.36 feet; thence North 89 degrees 46 minutes 49 seconds East a distance of 10.00 feet; thence South 34 degrees 46 minutes 49 seconds East a distance of 17.43 feet; thence South 00 degrees 13 minutes 11 seconds East a distance of 20.99 feet more or less to the south line of said Lot 2 and said Subject Property; thence North 89 degrees 48 minutes 59 seconds West along said south line to the southwest corner of said Lot 2 and said Subject Property; thence North 00 degrees 13 minutes 11 seconds West along said west line to the point of beginning.

Together with that part of the above described said Subject Property lying north of the following described line:

Commencing at the northwest corner of said Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2 and the northwest corner of said Subject Property; thence on an assumed bearing of South 00 degrees 13 minutes 11 seconds East along the west line said Lot 2 and said Subject Property 27.28 feet to the point of beginning of said line; thence North 89 degrees 46 minutes 49 seconds East a distance of 423.78 feet and said line there terminating.

FIRE HYDRANT LICENSE AGREEMENT

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 8th day of January, 2018, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Wasatch Storage Partners, LLC, a foreign limited liability company organized under the laws of the State of Delaware (hereinafter referred to as Landowner). 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 Wasatch Storage Partners, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and, as provided in the Improvement Agreement of even date herewith, will be further improving the Subject Property through the construction of a storage facility located on the Subject Property.

Recital No. 2. The City is willing to allow a building permit to be issued for the Subject Property if, among other things, Landowner executes this Fire Hydrant License Agreement.

Recital No. 3. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by December 31, 2018.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants

including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance 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 with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance 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 by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes

for the Subject 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 Subject 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 Subject Property owned by the Responsible Owner 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 Subject 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 Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in 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 Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Issuance of Building Permit. The City agrees that if the conditions set forth herein and the conditions set forth in the Improvement Agreement between Landowner and the City are met; the City will issue a building permit allowing for construction of the proposed improvements.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property, and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 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.

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

5.4 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 8th day of January, 2018, 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:

WSP Inver Grove Heights Manager, LLC

By: _____
Scott Wyckoff
Its: President and Chief Development Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this _____ day of January, 2018, before me a Notary Public within and for said County, personally appeared Scott Wyckoff, to me personally known, who being by me duly sworn, did say that he is the President and Chief Development Officer of WSP Inver Grove Heights Manager, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and that the foregoing instrument was executed on behalf of WSP Inver Grove Heights Manager, LLC by authority of the Boards of Governors of said entity.

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY AND
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

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening

direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.

4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



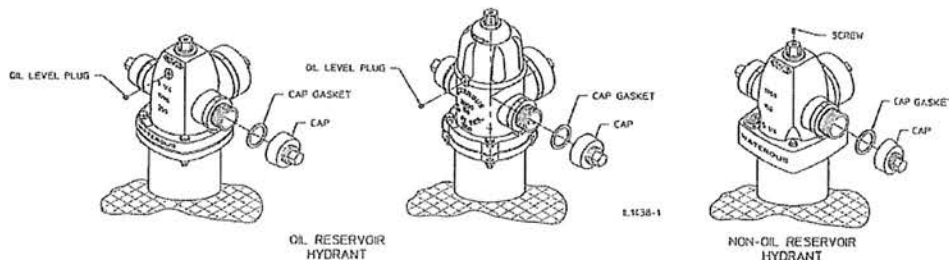
Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
 - a. External inspection of paint, caps, chains, etc.
 - b. Checking traffic type hydrants for damage to the breakaway feature.
 - c. Using a listening device to check the main valve for leakage.
 - d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
 - e. Verifying the hydrant drains properly.
 - f. Cycling the hydrant from full open to full close.
9. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual M17 for *Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**
Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**
Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Parcel 1:

Lot Eight (8), Block Two (2), WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots Seven (7), Eight (8), Nine (9), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL EXCEPT that portion of the above described property conveyed to the State of Minnesota and described as follows:

That part of Tract A described below:

Tract A. That part of Lot Eight (8), Block Two (2), Warren & McDowell's Acre Lots No. 2; lying north of the highway;

Tract B. Lots Seven (7), Eight (8), and Nine (9), Block "A", ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL: which lies southerly of a line run parallel with and distant 180 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty- two (22), distant 590.85 feet southerly of the northwest corner thereof; thence run easterly at an angle of 89 degrees 40 minutes 12 seconds from said west line (measured from south to east) for 3200 feet and there terminating:

together with the northerly 12 feet of Tract B described above;

TOGETHER with that part of vacated Moore Avenue and that part of the vacated alley in Block "A" ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, adjacent thereto, which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office the County Recorder within and for said County and State.

Parcel 2:

Lot 1, Block 3, WARREN & MCDOWELL'S ACRE LOTS NO. 2 and Lots 10 to 21, Block A, ROBERT G. MCDOWELL'S ADDITION TO SOUTH SAINT PAUL, together with those parts of vacated Blaine Avenue and Moore Avenue, and of the vacated alley adjacent thereto which accrued thereto by reason of the vacation there of and subject to the State of Minnesota's interest in said property as show in Parcel 230 on the plats designated as Minnesota Department of

Transportation Right of Way Plats numbered 19-46 and 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, together with other rights forming and being part of said parcel 230 as described in certified copy of Final Certificate entitled State of Minnesota, County of Dakota, in First Judicial District Clerk's No. 94675, dated May 16, 1986 and recorded June 11, 1986, as Document No. 729408.

Parcel 3:

Lot 2, Block 3, Warren and McDowell's Acre Lots No. 2, except that part described as Parcel 230 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-47 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Revised Final Compensating Change Order No. 2, Revised Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)

Meeting Date: January 8, 2018
 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

PK
SDT
STB

Fiscal/FTE Impact:

- | | |
|-------------------------------------|---|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Storm Water Utility Fund, PSIG Grants (MPCA/PFA) |

PURPOSE/ACTION REQUESTED

Consider Revised Final Compensating Change Order No. 2, Revised Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

SUMMARY

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

The Revised Final Compensating Change Order is needed to provide payment for permanent project signage as required by the PSIG Grants. The original contract provisions only accounted for a temporary sign installation.

The contractor has completed the work through November 30, 2017 in accordance with the contract plans and specifications.

I recommend approval of Revised Final Compensating Change Order No. 2 in the amount of \$752.00, (for a final contract amount of \$230,449.25), Revised Final Pay Voucher No. 3 in the amount of \$752.00, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

TJK/nh

Attachments: Revised Final Compensating Change Order No. 2
 Revised Final Pay Voucher No. 3
 Engineer's Revised Final Report
 Resolution Accepting Work

REVISED FINAL COMPENSATING CHANGE ORDER NO. 2

**2017 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-01
STORMWATER TREATMENT FOR MISSISSIPPI RIVER DISCHARGE (78TH AND CONCORD WET
EXTENDED DETENTION BASIN)**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Meyer Contracting, Inc. 11000 93rd Avenue North Maple Grove, MN 55369	Date of Issuance: January 8, 2018 Engineer: City Engineer
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PURPOSE OF CHANGE ORDER
 This Revised Final Compensating Change Order is needed to provide payment for permanent project signage as required by the PSIG Grants. The original contract provisions only accounted for a temporary sign installation. The permanent signage was installed for an agreed-upon price of \$752.00

Total Value of Work Completed to Date	\$230,449.25
Contract Amount to Date	<u>\$229,697.25</u>
Revised Final Compensating Change Order Amount	\$752.00

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$228,633.00	Original Contract Time:
Previous Change Orders \$1,064.25	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$229,697.25	Contract Time Prior to this Change Order
Net Increase of this Change Order \$752.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$230,449.25	Contract Time with Approved Change
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By: _____ Meyer Contracting, Inc.

Approved By:

Approved By:

Date of Council Action:


 Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

January 8, 2018

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO:	<u>3 (Three) FINAL</u>
DATE:	<u>January 8, 2018</u>
PERIOD ENDING:	<u>November 30, 2017</u>
CONTRACT:	<u>Stormwater Treatment for Mississippi River Discharge</u> <u>(78th and Concord Wet Extended Detention Basin)</u>
PROJECT NO:	<u>2016-01</u>

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

Original Contract Amount	\$228,633.00
Total Addition (Change Order Nos 1 and 2).....	\$1,816.25
Total Deduction	\$0.00
Total Contract Amount.....	\$230,449.25
Total Value of Work to Date.....	\$230,449.25
Less Retained (0%)	\$0.00
Less Previous Payment.....	\$229,697.25
Total Approved for Payment this Voucher.....	\$752.00
Total Payments including this Voucher	\$230,449.25

Approvals:

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

Signed by: 
Thomas J. Kaldunski, City Engineer

January 8, 2018

Signed by: _____ Date _____
Meyer Contracting, Inc.

Signed by: _____ January 8, 2018
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REVISED REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2016-01
STORMWATER TREATMENT FOR MISSISSIPPI RIVER DISCHARGE (78TH AND CONCORD WET
EXTENDED DETENTION BASIN)

January 8, 2018

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Meyer Contracting, Inc. The work consisted of the construction of a wet extended detention basin and associated storm water treatment facilities.

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

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

ORIGINAL CONTRACT PRICE	\$228,633.00
CHANGE ORDERS	\$1,816.25
FINAL CONTRACT AMOUNT	\$230,449.25
FINAL VALUE OF WORK	\$230,449.25
PREVIOUS PAYMENTS	\$229,697.25
BALANCE DUE	\$752.00

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF MEYER CONTRACTING, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$752.00**

**CITY PROJECT NO. 2016-01 – STORMWATER TREATMENT FOR MISSISSIPPI RIVER
DISCHARGE (78TH AND CONCORD WET EXTENDED DETENTION BASIN)**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 10, 2017, Meyer Contracting, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

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

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

Adopted by the City Council of Inver Grove Heights this 8th day of January, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Revised Final Pay Estimate No.: 3

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

WORK COMPLETED THROUGH NOVEMBER 30, 2017

ITEM NO.	ITEM	UNIT	AS BUD.		PREVIOUS ESTIMATE		COMPLETED TO DATE					
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT				
SCHEDULE 1												
1	2021.501 MOBILIZATION		1	LS	\$11,205.00	1.00	LS	\$11,205.00	1.00	LS	\$11,205.00	
2	2101.601 DEWATERING (AND CONTROL OF WATER)		1	LS	\$2,550.00	0.00	LS	\$0.00	1.00	LS	\$2,550.00	
3	2563.535 TRAFFIC CONTROL		1	LS	\$2,000.00	1.00	LS	\$2,000.00	1.00	LS	\$2,000.00	
4	2573.535 STABILIZED CONSTRUCTION EXIT (ROCK CONSTRUCTION ENTRANCE)		1	LS	\$750.00	0.00	LS	\$0.00	1.00	LS	\$750.00	
5	2573.533 SEDIMENT CONTROL LOG		300	LF	\$690.00	0.00	LF	\$0.00	0.00	LF	\$0.00	
6	2573.502 SILT FENCE, TYPE MS		550	LF	\$1,100.00	501.00	LF	\$1,002.00	520.00	LF	\$1,040.00	
7	2101.511 CLEARING AND GRUBBING (DENSE)		1	LS	\$10,950.00	1.00	LS	\$10,950.00	1.00	LS	\$10,950.00	
8	2104.501 REMOVE CHAIN LINK FENCE		350	LF	\$1,575.00	44.00	LF	\$198.00	60.00	LF	\$270.00	
9	2105.525 COMMON TOPSOIL BORROW (ON-SITE)(EV)		650	CY	\$12,837.50	650.00	CY	\$12,837.50	650.00	CY	\$12,837.50	
10	2105.501 COMMON EXCAVATION (P)(EV)		5000	CY	\$19,350.00	5,000.00	CY	\$19,350.00	5000.00	CY	\$19,350.00	
11	5105.507 SUBGRADE EXCAVATION (AT LINER AND INFILTRATION BENCH) (P)(EV)		800	CY	\$2,560.00	800.00	CY	\$2,560.00	800.00	CY	\$2,560.00	
12	2105.607 HAIL EXCESS MATERIAL (DISPOSE OFFSITE AT LOCATION DETERMINED BY CONTRACTOR) (P)(EV)		4900	CY	\$32,340.00	5,800.00	CY	\$38,280.00	5800.00	CY	\$38,280.00	
13	2105.607 HAIL AND STOCKPILE EXCESS MATERIAL (STOCKPILE SOIL AND BOULDERS ON ADJACENT PRIVATE PARCELS) (P)(EV)		900	CY	\$800.00	0.00	CY	\$0.00	0.00	CY	\$0.00	
14	2105.607 IMPORT CLAY LINER		600	CY	\$26,250.00	600.00	CY	\$26,250.00	600.00	CY	\$26,250.00	
15	2451.513 SAND INFILTRATION TRENCH (FINE FILTER AGGREGATE) (P)(EV)		200	CY	\$10,400.00	200.00	CY	\$10,400.00	200.00	CY	\$10,400.00	
16	2105.601 SITE GRADING		1	LS	\$2,847.00	1.00	LS	\$2,847.00	1.00	LS	\$2,847.00	
17	2501.502 RANDOM RIPRAP CLASS III		160	TON	\$11,880.00	150.54	TON	\$11,177.60	166.12	TON	\$12,334.41	
18	2105.604 GEOTEXTILE FABRIC, TYPE III (P)		180	SY	\$135.00	180.00	SY	\$135.00	180.00	SY	\$135.00	
19	2451.603 GRANULAR BEDDING (AT 60" DIA. STORM SEWER) (P)		25.25	16	LF	\$404.00	16.00	LF	\$404.00	16.00	LF	\$404.00
20	2451.603 GRANULAR BEDDING (AT 24" DIA. STORM SEWER) (P)		18.25	146	LF	\$2,664.50	146.00	LF	\$2,664.50	146.00	LF	\$2,664.50
21	2104.509 REMOVE DRAINAGE STRUCTURE		1	LF	\$250.00	1.00	LF	\$250.00	1.00	LF	\$250.00	
22	2104.501 REMOVE SEWER PIPE (STORM) (30" RCP AND SMALLER) (P)		100	EA	\$3,325.00	100.00	EA	\$3,325.00	100.00	EA	\$3,325.00	
23	2501.602 BULKHEAD CULVERT (WITH CONCRETE)		2	EA	\$1,145.00	2.00	EA	\$1,145.00	2.00	EA	\$1,145.00	
24	2104.501 REMOVE SEWER PIPE (STORM) (60" RCP) (P)		24	EA	\$1,248.00	24.00	EA	\$1,248.00	24.00	EA	\$1,248.00	
25	2502.602 CONNECT INTO DRAINAGE STRUCTURE (CORE DRILL 18" INTO 60" RCP STRUCTURE AT CATTLE PASS)		1	EA	\$3,719.00	1.00	EA	\$3,719.00	1.00	EA	\$3,719.00	
26	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STR01 (86" DIA. PRECAST CONCRETE MANHOLE, COMPLETE)		1	EA	\$15,685.00	1.00	EA	\$15,685.00	1.00	EA	\$15,685.00	
27	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STR02 (48" DIA. PRECAST CONCRETE MANHOLE WITH SUMP AND POROUS WALL)		1	EA	\$9,897.00	1.00	EA	\$9,897.00	1.00	EA	\$9,897.00	
28	2506.602 DRAINAGE STRUCTURE DESIGN SPECIAL STR03 (48" DIA. PRECAST CONCRETE MANHOLE WITH WEIR AND ORIFICE, COMPLETE)		1	EA	\$6,642.00	1.00	EA	\$6,642.00	1.00	EA	\$6,642.00	
29	2501.511 60" RC PIPE CULVERT CLASS IV (P)		16	LF	\$7,312.00	16.00	LF	\$7,312.00	16.00	LF	\$7,312.00	
30	2501.511 24" CP PIPE CULVERT (HDPE DUAL-WALL, SMOOTH INTERIOR) (P)		80	LF	\$7,780.00	80.00	LF	\$7,780.00	80.00	LF	\$7,780.00	
31	2501.515 24" RC PIPE APRON		1	EA	\$2,618.00	1.00	EA	\$2,618.00	1.43	EA	\$3,743.74	
32	2501.511 18"RC PIPE CULVERT CLASS III (P)		66	LF	\$3,481.50	66.00	LF	\$3,481.50	66.00	LF	\$3,481.50	
33	2501.515 18" RC PIPE APRON		1	EA	\$1,180.00	1.00	EA	\$1,180.00	1.00	EA	\$1,180.00	
34	2564.537 STEESIGN TYPE SPECIAL		1	EA	\$800.00	1.00	EA	\$800.00	1.94	EA	\$1,592.00	
35	2575.523 EROSION CONTROL BLANKET		2500	SY	\$3,000.00	3,993.00	SY	\$4,791.60	3993.00	SY	\$4,791.60	
36	2575.501 SEEDING (MNDOT 21-111 OATS COVER CROP)		1	ACRE	\$150.00	1.00	ACRE	\$150.00	1.00	ACRE	\$150.00	
37	2575.501 SEEDING (MNDOT 22-111 TWO-YEAR STABILIZATION)		1	ACRE	\$200.00	1.00	ACRE	\$200.00	1.00	ACRE	\$200.00	
38	2575.501 SEEDING (MIX 25-121 SANDY GENERAL ROADSIDE)		1	ACRE	\$225.00	1.00	ACRE	\$225.00	1.00	ACRE	\$225.00	
39	2575.605 MULCH MATERIAL TYPE I (STRAW)		0.5	ACRE	\$200.00	0.50	ACRE	\$200.00	0.50	ACRE	\$200.00	
40	2557.603 CHAIN LINK FENCE, COMPLETE		350	LF	\$6,387.50	44.00	LF	\$803.00	60.00	LF	\$1,095.00	

\$228,633.00

\$223,712.70

\$230,449.25

Estimated Cost	Contract Cost to Date
\$228,633.00	
\$1,064.25	
\$752.00	
	\$230,449.25
	\$230,449.25
	\$0.00
	\$229,697.25
	\$752.00

Original Contract Amount
Final Compensating Change Order No. 1
Revised Final Compensating Change Order No. 2
Contract Work Completed to Date

Completed Work
Retainage (0%)
Previous Payments

Amount Due This Payment 3

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

Meeting Date: January 8, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

PK

SP

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund, Agreements, 511 Water Fund |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 6 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SUMMARY

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of \$2,027,467.80 to Park Construction Company, on May 9, 2016 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail). Change Order No. 1 reduced certain bid quantities on the project for a revised total contract of \$1,909,480.20.

The project is substantially complete, and the retainage is being reduced from 5% to 0.1% to cover one yard needing full turf establishment. The warranty period will commence with the approval of this payment.

I recommend approval of Pay Voucher No. 6, in the amount of \$149,171.29, for work on City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

TJK/nh

Attachments: Pay Voucher No. 6

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

ESTIMATE NO: 6 (Six)
DATE: January 8, 2018
PERIOD ENDING: November 30, 2017
CONTRACT: 2016 Pavement Management Program
PROJECT NO: 2016-09D – 60th Street Area Reconstruction, 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

TO: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

Original Contract Amount	\$2,027,467.80
Total Addition (Change Order No. 3)	\$27,796.38
Total Deduction (Change Order No. 1)	(\$117,987.60)
Total Contract Amount.....	\$1,937,276.58
Total Value of Work to Date.....	\$1,826,478.67
Less Retained (0.1%)	\$1,826.48
Less Previous Payment.....	\$1,675,480.90
Total Approved for Payment this Voucher.....	\$149,171.29
Total Payments including this Voucher	\$1,824,652.19

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>January 8, 2018</u>
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Signed by:	<u>Park Construction Company.</u>	<u>Date</u>
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Signed by:	<u>George Tourville, Mayor</u>	<u>January 8, 2018</u>
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PAYMENT DETAIL LIST

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12

Owner: City of Inver Grove Heights

Projects: 60th Street Area Reconstruction

60th Street Area Utility Improvements

(Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)

KHA Job No: 160509026

Schedule: A

Description: CP 2016-09D Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	2031.501	FIELD OFFICE	LUMP SUM	1.00		\$ 8,800.00	\$ 8,800.00	\$ -
3	2101.501	CLEARING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
4	2101.502	CLEARING	TREE	15.00	11.00	\$ 264.00	\$ 3,960.00	\$ 2,904.00
5	2101.506	GRUBBING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
6	2101.507	GRUBBING	TREE	15.00	11.00	\$ 176.00	\$ 2,640.00	\$ 1,936.00
7	2104.501	REMOVE WIRE FENCE	LIN FT	53.00	53.00	\$ 16.50	\$ 874.50	\$ 874.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	8700.00	6540.00	\$ 3.15	\$ 27,405.00	\$ 20,601.00
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	632.00	\$ 7.85	\$ 7,889.25	\$ 4,961.20
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1510.00	897.00	\$ 7.00	\$ 10,570.00	\$ 6,279.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	14200.00	13295.00	\$ 2.75	\$ 39,050.00	\$ 36,561.25
12	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 46.40	\$ 324.80	\$ 324.80
13	2105.501	COMMON EXCAVATION (P)	CU YD	15879.00	15879.00	\$ 13.40	\$ 212,778.60	\$ 212,778.60
14	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1000.00		\$ 17.20	\$ 17,200.00	\$ -
15	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	12500.00	11930.83	\$ 22.70	\$ 283,750.00	\$ 270,829.84
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	19000.00	15220.00	\$ 1.50	\$ 28,500.00	\$ 22,830.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	75.00	16.50	\$ 129.00	\$ 9,675.00	\$ 2,128.50
18	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00		\$ 3,500.00	\$ 3,500.00	\$ -
19	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	4580.00	8711.14	\$ 14.60	\$ 66,868.00	\$ 127,162.64
20	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	760.00		\$ 20.90	\$ 15,884.00	\$ -
21	2211.609	STABILIZING AGGREGATE	TON	100.00		\$ 43.30	\$ 4,330.00	\$ -
22	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	175.00	63.00	\$ 4.35	\$ 761.25	\$ 274.05
23	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1600.00	1500.07	\$ 63.70	\$ 101,920.00	\$ 95,554.46
24	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1600.00	1533.64	\$ 58.60	\$ 93,760.00	\$ 89,871.30
25	2360.604	TYPE SP 9.5 WEARING COURSE MIX (2.E) (DRIVEWAY MIX)	TON	350.00	196.00	\$ 162.00	\$ 56,700.00	\$ 31,752.00
26	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00		\$ 16.30	\$ 1,630.00	\$ -
27	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 735.00	\$ 3,675.00	\$ 2,940.00
28	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1.00	1.00	\$ 276.00	\$ 276.00	\$ 276.00
29	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	7000.00	7000.00	\$ 7.70	\$ 53,900.00	\$ 53,900.00
30	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -
31	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7000.00	6409.00	\$ 12.60	\$ 88,200.00	\$ 80,753.40
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	710.00	\$ 46.40	\$ 46,632.00	\$ 32,944.00
33	2531.601	DECORATIVE DRIVEWAY ALLOWANCE	LUMP SUM	1.00	0.12	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00
34	2531.602	PEDESTRIAN CURB RAMP	EACH	1.00	1.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	200.00	103.00	\$ 18.60	\$ 3,720.00	\$ 1,915.80
36	2531.603	CONCRETE RIBBON CURB	LIN FT	160.00	290.00	\$ 16.50	\$ 2,640.00	\$ 4,785.00
37	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -
38	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.03	\$ 6,010.00	\$ 6,010.00	\$ 6,190.30
39	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	0.53	\$ 15,000.00	\$ 15,000.00	\$ 7,950.00

40	2564.531	SIGN PANELS TYPE C	SQ FT	66.00	104.30	\$	87.70	\$	5,788.20	\$	9,147.11
41	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2.00	2.00	\$	155.00	\$	310.00	\$	310.00
42	2572.505	TREE PRUNING	HOURL	5.00		\$	235.00	\$	1,175.00	\$	-
43	2573.502	SILT FENCE, TYPE MS	LIN FT	900.00	454.00	\$	2.10	\$	1,890.00	\$	953.40
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	31.00	25.00	\$	168.00	\$	5,208.00	\$	4,200.00
45	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	750.00	600.00	\$	3.15	\$	2,362.50	\$	1,890.00
46	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	1,960.00	\$	1,960.00	\$	-
47	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	2,630.00	\$	2,630.00	\$	2,630.00
48	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	1.00	\$	9,120.00	\$	9,120.00	\$	9,120.00
49	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.82	\$	10,000.00	\$	10,000.00	\$	8,200.00
50	2574.500	BOULEVARD TOPSOIL BORROW	CU YD	1500.00	1174.00	\$	31.60	\$	47,400.00	\$	37,098.40
51	2575.511	MULCH MATERIAL TYPE 1	TON	4.50		\$	342.00	\$	1,539.00	\$	-
52	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00	1.00	\$	990.00	\$	990.00	\$	990.00
53	2575.605	RAPID STABILIZATION METHOD TYPE 2 MOD	ACRE	0.25		\$	842.00	\$	210.50	\$	-
54	2575.605	SEED MIXTURE 25-151	ACRE	1.90	1.90	\$	316.00	\$	600.40	\$	600.40
55	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	6850.00	13147.00	\$	1.60	\$	10,960.00	\$	21,035.20
56	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	7160.00		\$	0.57	\$	4,081.20	\$	-
57	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	300.00	123.00	\$	7.10	\$	2,130.00	\$	873.30

Schedule A Subtotal:

\$ 1,476,608.20 \$ 1,326,975.45

Schedule: B

Description: CP 2016-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	425.00	306.00	\$ 16.20	\$ 6,885.00	\$ 4,957.20
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	6.00	7.00	\$ 352.00	\$ 2,112.00	\$ 2,464.00
3	2105.501	COMMON EXCAVATION (P)	CU YD	987.00	987.00	\$ 30.70	\$ 30,300.90	\$ 30,300.90
4	2501.602	15" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 844.00	\$ 844.00	\$ 844.00
5	2501.602	24" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
6	2501.602	36" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,020.00	\$ 2,020.00	\$ 2,020.00
7	2503.542	15" RC PIPE SEWER DES 3006 CL V	LIN FT	779.00	525.00	\$ 36.50	\$ 28,433.50	\$ 19,162.50
8	2503.542	18" RC PIPE SEWER DES 3006 CL V	LIN FT	166.00	166.00	\$ 38.50	\$ 6,391.00	\$ 6,391.00
9	2503.542	24" RC PIPE SEWER DES 3006 CL V	LIN FT	314.00	314.00	\$ 42.00	\$ 13,188.00	\$ 13,188.00
10	2503.542	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	90.00	90.00	\$ 46.50	\$ 4,185.00	\$ 4,185.00
11	2503.542	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	83.00	83.00	\$ 76.70	\$ 6,366.10	\$ 6,366.10
12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	4.00	\$ 882.00	\$ 3,528.00	\$ 3,528.00
13	2503.602	BULKHEAD EXISTING STORM SEWER	EACH	3.00	7.00	\$ 309.00	\$ 927.00	\$ 2,163.00
14	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	6.00	5.00	\$ 1,710.00	\$ 10,260.00	\$ 8,550.00
15	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	15.00	12.00	\$ 2,570.00	\$ 38,550.00	\$ 30,840.00
16	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	4.00	4.00	\$ 3,870.00	\$ 15,480.00	\$ 15,480.00
17	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 4,140.00	\$ 4,140.00	\$ 4,140.00
18	2511.501	RANDOM RIPRAP CLASS IV	CU YD	39.00	54.00	\$ 90.60	\$ 3,533.40	\$ 4,892.40
19	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	104.00	104.00	\$ 2.10	\$ 218.40	\$ 218.40
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	116.00	52.60	\$ 213.00	\$ 24,708.00	\$ 11,203.80
21	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 426.00	\$ 42.60	\$ 42.60
22	2575.605	SEED MIXTURE 34-181	ACRE	0.10		\$ 445.00	\$ 44.50	\$ -
23	2575.605	SEED MIXTURE 36-211	ACRE	0.15	0.15	\$ 480.00	\$ 72.00	\$ 72.00

Schedule B Subtotal:

\$ 203,529.40 \$ 172,308.90

Schedule: C								
Description: CP 2016-09D Rain Garden Improvements								
Item No.	Mn/IDOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	LIMESTONE SPLASH BLOCK	EACH	3.00		\$ 158.00	\$ 474.00	\$ -
2	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	90.00		\$ 4.20	\$ 378.00	\$ -
3	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	6.00		\$ 22.10	\$ 132.60	\$ -
4	2504.602	4" KNIFE VALVE & BOX	EACH	3.00		\$ 82.10	\$ 246.30	\$ -
5	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3.00		\$ 3,230.00	\$ 9,690.00	\$ -
6	2540.603	LANDSCAPE EDGER - PLASTIC	LIN FT	120.00		\$ 9.50	\$ 1,140.00	\$ -
7	2571.618	RAIN GARDEN PREPARATION, SAND AND BEDDING	SQ FT	600.00		\$ 10.50	\$ 6,300.00	\$ -
8	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	50.00		\$ 31.60	\$ 1,580.00	\$ -
Schedule C Subtotal:							\$ 19,940.90	\$ -

Schedule: D								
Description: CP 2016-10 Watermain Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	8.00	3.00	\$ 294.00	\$ 2,352.00	\$ 882.00
2	2104.501	REMOVE WATER MAIN	LIN FT	30.00	51.00	\$ 29.40	\$ 882.00	\$ 1,499.40
3	2104.501	REMOVE WATER SERVICE	EACH	8.00	3.00	\$ 588.00	\$ 4,704.00	\$ 1,764.00
4	2104.523	SALVAGE HYDRANT AND VALVE	EACH	8.00	9.00	\$ 294.00	\$ 2,352.00	\$ 2,646.00
5	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00	54.99	\$ 26.40	\$ 660.00	\$ 1,451.74
6	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	4.00	6.00	\$ 1,050.00	\$ 4,200.00	\$ 6,300.00
7	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	4.00	4.00	\$ 1,590.00	\$ 6,360.00	\$ 6,360.00
8	2504.602	WATERMAIN OFFSET	EACH	1.00	1.00	\$ 2,840.00	\$ 2,840.00	\$ 2,840.00
9	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 834.00	\$ 4,170.00	\$
10	2504.602	CURB STOP AND BOX	EACH	8.00	4.00	\$ 453.00	\$ 3,624.00	\$ 1,812.00
11	2504.602	HYDRANT AND GATE VALVE	EACH	9.00	9.00	\$ 5,360.00	\$ 48,240.00	\$ 48,240.00
12	2504.602	RECONNECT WATER SERVICE	EACH	8.00	3.00	\$ 335.00	\$ 2,680.00	\$ 1,005.00
13	2504.602	ADJUST GATE VALVE	EACH	4.00	4.00	\$ 281.00	\$ 1,124.00	\$ 1,124.00
14	2504.602	1" CORPORATION STOP	EACH	8.00	3.00	\$ 394.00	\$ 3,152.00	\$ 1,182.00
15	2504.602	CUT IN 6" GATE VALVE	EACH	3.00	3.00	\$ 2,490.00	\$ 7,470.00	\$ 7,470.00
16	2504.602	ADJUST CURB STOP	EACH	34.00	35.00	\$ 245.00	\$ 8,330.00	\$ 8,575.00
17	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30.00	47.00	\$ 77.80	\$ 2,334.00	\$ 3,656.60
18	2504.603	1" TYPE K COPPER PIPE	LIN FT	350.00	142.00	\$ 27.70	\$ 9,695.00	\$ 3,933.40
19	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50.00	8.00	\$ 39.80	\$ 1,990.00	\$ 318.40
20	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	600.00	\$ 3.95	\$ 3,950.00	\$ 2,370.00
Schedule D Subtotal:							\$ 121,109.00	\$ 103,429.54

Description: CP 2015-12 63rd Street Sanitary Sewer Extension

Alternate 1 Subtotal:	\$	13,708.80	\$	13,708.80
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(Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)

Change Order No. 1
Change Order No. 2 (Phasing Only)
Change Order No. 3
Change Order No. 4
Deductions Per Contract

Total Contract Amount	\$ 1,937,276.58
Contract Work Completed To Date	\$ 1,826,478.67
Retainage	\$ 1,826.48
Previous Payments	\$ 1,675,480.90
Amount Due This Partial Payment #6	\$ 149,171.29

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: January 8, 2018
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SST
SIB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$1,356,207.30 to McNamara Contracting, Inc., on May 8, 2017 for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction. Change Order No. 1 reduced bid quantities in Bid Schedule 5 – Rain Gardens, for a revised total contract of \$1,312,241.30.

I recommend approval of Pay Voucher No. 5, in the amount of \$4,919.91 for work on City Project No. 2016-09E – Bancroft Way Area Reconstruction.

TJK/nh

Attachments: Pay Voucher No. 5

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

ESTIMATE NO: 5 (Five)
DATE: January 8, 2018
PERIOD ENDING: November 30, 2017
CONTRACT: 2017 Pavement Management Program
PROJECT NO: 2016-09E – Bancroft Way Area Reconstruction

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount\$1,356,207.30
Total Addition (Change Order No. 2)\$16,038.00
Total Deduction (Change Order No. 1)(\$43,966.00)
Total Contract Amount.....\$1,328,279.30
Total Value of Work to Date.....\$1,175,685.21
Less Retained (1%)\$11,756.85
Less Previous Payment.....\$1,159,008.45
Total Approved for Payment this Voucher.....\$4,919.91
Total Payments including this Voucher\$1,163,928.36

Approvals:

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

Signed by:  January 8, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____
McNamara Contracting, Inc. Date

Signed by: _____
George Tourville, Mayor January 8, 2018

PAYMENT DETAIL LIST

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Projects: Bancroft Way Area Reconstruction

SEH Job No: INVER 138128

Schedule: 1								
Description: Street Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 15,675.00	\$ 15,675.00	\$ 15,675.00
2	2100.601	NIGHT WORK	EACH	3.00		\$ 100.00	\$ 300.00	\$ -
3	2101.502	CLEARING	TREE	1.00		\$ 450.00	\$ 450.00	\$ -
4	2101.507	GRUBBING	TREE	1.00		\$ 300.00	\$ 300.00	\$ -
5	2104.501	REMOVE CURB AND GUTTER	LF	7165.00	7121.00	\$ 3.00	\$ 21,495.00	\$ 21,363.00
6	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	200.00	210.00	\$ 0.01	\$ 2.00	\$ 2.10
7	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	1674.00	1524.00	\$ 5.00	\$ 8,370.00	\$ 7,630.00
8	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	273.00	328.00	\$ 16.00	\$ 4,368.00	\$ 5,248.00
9	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 27.00	\$ 189.00	\$ 189.00
10	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	1.00	\$ 27.00	\$ 27.00	\$ 27.00
11	2105.501	COMMON EXCAVATION (EV) (P)	CY	14336.00	14336.00	\$ 15.00	\$ 215,040.00	\$ 215,040.00
12	2105.507	SUBGRADE EXCAVATION (EV)	CY	200.00	29.00	\$ 20.00	\$ 4,000.00	\$ 580.00
13	2105.522	SELECT GRANULAR BORROW (CV)	CY	11372.00	10907.00	\$ 13.50	\$ 153,522.00	\$ 147,244.50
14	2105.541	STABILIZING AGGREGATE	CY	100.00		\$ 35.00	\$ 3,500.00	\$ -
15	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	17057.00	16347.00	\$ 1.00	\$ 17,057.00	\$ 16,347.00
16	2123.610	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	120.00	7.25	\$ 65.00	\$ 7,800.00	\$ 471.25
17	2130.601	WATER USAGE ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	5745.00	5463.75	\$ 4.00	\$ 22,980.00	\$ 21,855.00
19	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	37.00	105.00	\$ 17.00	\$ 629.00	\$ 1,785.00
20	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	134622.00	134622.00	\$ 0.15	\$ 20,193.30	\$ 20,193.30
21	2357.502	BITUMINOUS TACK COAT	GAL	960.00	1105.00	\$ 2.00	\$ 1,920.00	\$ 2,210.00
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1786.00	1471.65	\$ 44.00	\$ 78,584.00	\$ 64,752.60
23	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1786.00	1660.28	\$ 42.00	\$ 75,012.00	\$ 69,731.76
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 6.0" - DRIVEWAY	TON	566.00	199.60	\$ 75.00	\$ 42,450.00	\$ 14,970.00
25	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	200.00		\$ 0.01	\$ 2.00	\$ -
26	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10.00	6.00	\$ 500.00	\$ 5,000.00	\$ 3,000.00
27	2502.521	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	7200.00	7003.00	\$ 6.00	\$ 43,200.00	\$ 42,018.00
28	2502.521	4" PVC SUMP BASKET PIPE	LF	400.00	11.00	\$ 7.00	\$ 2,800.00	\$ 77.00
29	2504.602	ADJUST CURB STOP BOX	EACH	20.00	2.00	\$ 125.00	\$ 2,500.00	\$ 250.00
30	2504.604	4" POLYSTYRENE INSULATION	SY	80.00		\$ 31.00	\$ 2,480.00	\$ -
31	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP BASKET)	EACH	8.00	1.00	\$ 475.00	\$ 3,800.00	\$ 475.00
32	2521.501	PEDESTRIAN CURB RAMP	EACH	2.00	2.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
33	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	7245.00	7270.00	\$ 10.30	\$ 74,623.50	\$ 74,881.00
34	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	80.00		\$ 17.50	\$ 1,400.00	\$ -
35	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	270.00	350.50	\$ 45.00	\$ 12,150.00	\$ 15,772.50
36	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1.00	0.22	\$ 5,000.00	\$ 5,000.00	\$ 1,100.00
37	2531.604	6" WING APRON	SF	398.00	400.00	\$ 6.00	\$ 2,388.00	\$ 2,400.00
38	2531.604	6" CONCRETE VALLEY GUTTER	LF	151.00	64.00	\$ 27.00	\$ 4,077.00	\$ 1,728.00

39	2531.604	HIGH EARLY STRENGTH CONCRETE	CY	100.00		\$	16.00	\$	1,600.00	\$	-
40	2540.601	MAILBOX MAINTENANCE	LS	1.00	1.00	\$	3,150.00	\$	3,150.00	\$	3,150.00
41	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	0.97	\$	10,000.00	\$	10,000.00	\$	9,700.00
42	2564.531	SIGN PANELS TYPE C	SF	87.00	87.00	\$	37.00	\$	3,219.00	\$	3,219.00
43	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	1.00	1.00	\$	53.00	\$	53.00	\$	53.00
44	2572.125	PRUNE TREES	HR	40.00		\$	150.00	\$	6,000.00	\$	-
45	2573.502	SILT FENCE, TYPE MS	LF	325.00		\$	2.00	\$	650.00	\$	-
46	2573.530	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	45.00	39.00	\$	130.00	\$	5,850.00	\$	5,070.00
47	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	200.00	60.00	\$	4.00	\$	800.00	\$	240.00
48	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1.00		\$	1,250.00	\$	1,250.00	\$	-
49	2573.550	EROSION CONTROL SUPERVISOR	LS	1.00	1.00	\$	300.00	\$	300.00	\$	300.00
50	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1.00	0.19	\$	10,000.00	\$	10,000.00	\$	1,900.00
51	2573.602	DEWATERING (EXCAVATION)	LS	1.00		\$	100.00	\$	100.00	\$	-
52	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	1913.00	2367.00	\$	33.00	\$	63,129.00	\$	78,111.00
53	2575.501	SEEDING (MIX 25-151)	ACRE	2.37	2.27	\$	2,550.00	\$	6,043.50	\$	5,788.50
54	2575.560	FLEX TERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	7128.00	6840.00	\$	1.00	\$	7,128.00	\$	6,840.00
55	2575.572	RAPID STABILIZATION METHOD 2 MODIFIED	SY	2868.00		\$	2.00	\$	5,736.00	\$	-

Schedule 1 Subtotal: \$ 983,792.30 \$ 884,377.51

Schedule: 2
Description: Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LF	1212.00	1032.00	8.00	\$ 9,696.00	\$ 8,256.00
2	2104.501	REMOVE STORM STRUCTURE	EACH	22.00	23.00	181.00	\$ 3,982.00	\$ 4,163.00
3	2503.503	RECONSTRUCT DRAINAGE STRUCTURE (STORM)	EACH	1.00		1,100.00	\$ 1,100.00	\$ -
4	2503.511	12" CP PIPE SEWER	LF	16.00	15.00	35.00	\$ 560.00	\$ 525.00
5	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	1594.00	1532.00	38.00	\$ 60,572.00	\$ 58,216.00
6	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	32.00		56.00	\$ 1,792.00	\$ -
7	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	16.00		62.00	\$ 992.00	\$ -
8	2503.541	27" RC PIPE SEWER DES 3006 CL III	LF	16.00		70.00	\$ 1,120.00	\$ -
9	2503.541	30" RC PIPE SEWER DES 3006 CL III	LF	8.00		75.00	\$ 600.00	\$ -
10	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	1,200.00	\$ 1,200.00	\$ 1,200.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	15.00	15.00	875.00	\$ 13,125.00	\$ 13,125.00
12	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	7.00	7.00	2,200.00	\$ 15,400.00	\$ 15,400.00
13	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	18.00	19.00	2,600.00	\$ 46,800.00	\$ 49,400.00
14	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	1.00	1.00	3,900.00	\$ 3,900.00	\$ 3,900.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	5,200.00	\$ 5,200.00	\$ 5,200.00

Schedule 2 Subtotal: \$ 166,039.00 \$ 159,385.00

Schedule: 3								
Description: Water Main Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER SERVICE	EACH	5.00		\$ 250.00	\$ 1,250.00	\$ -
2	2104.501	REMOVE GATE VALVE BOX	EACH	15.00	15.00	\$ 625.00	\$ 9,375.00	\$ 9,375.00
3	2104.501	REMOVE WATERMAIN	LF	85.00		\$ 18.00	\$ 1,530.00	\$ -
4	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	2.00	5.00	\$ 350.00	\$ 700.00	\$ 1,750.00
5	2504.601	IRRIGATION ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
6	2504.602	1" CORPORATION STOP	EACH	5.00		\$ 105.00	\$ 525.00	\$ -
7	2504.602	1" TYPE K COPPER	EACH	200.00		\$ 31.00	\$ 6,200.00	\$ -
8	2504.602	1" CURB STOP AND BOX	EACH	5.00		\$ 337.00	\$ 1,685.00	\$ -
9	2504.602	6" GATE VALVE BOX	EACH	17.00	15.00	\$ 1,100.00	\$ 18,700.00	\$ 16,500.00
10	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	5.00		\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	2.00	5.00	\$ 5,200.00	\$ 10,400.00	\$ 26,000.00
12	2504.608	DI FITTINGS (EPOXY COATED)	LB	26.00	95.00	\$ 14.00	\$ 364.00	\$ 1,330.00
Schedule 3 Subtotal:							\$ 54,429.00	\$ 54,955.00

Schedule: 4 Sanitary Sewer Improvements										
Item No.		Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1		2104.509	REMOVE SANITARY SEWER SERVICE	EACH	5.00		\$ 300.00	\$ 1,500.00	\$ -	
2		2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	20.00	20.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	
3		2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	23.00	23.00	\$ 150.00	\$ 3,450.00	\$ 3,450.00	
4		2503.602	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5.00		\$ 1,300.00	\$ 6,500.00	\$ -	
5		2503.603	RECONSTRUCT STRUCTURE (SANITARY)	EACH	3.00	3.00	\$ 2,600.00	\$ 7,800.00	\$ 7,800.00	
6		2503.606	SANITARY MANHOLE UMBRELLAS	EACH	23.00	23.00	\$ 60.00	\$ 1,380.00	\$ 1,380.00	
7		2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	23.00	20.00	\$ 775.00	\$ 17,825.00	\$ 15,500.00	
Schedule 4 Subtotal:									\$ 40,455.00	\$ 30,130.00

Schedule: 5

Description: Rain Garden Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	RAIN GARDEN RET. WALL (MODULAR BLOCK)	SQFT	500.00		\$ 42.00	\$ 21,000.00	\$ -
2	2411.602	RAIN GARDEN RET. WALL (BOULDER)	SQFT	500.00	65.00	\$ 31.50	\$ 15,750.00	\$ 2,047.50
3	2411.602	FORD A1 COVER	EACH	16.00	1.00	\$ 140.00	\$ 2,240.00	\$ 140.00
4	2411.602	LIMESTONE SPLASH BLOCK	EACH	30.00	3.00	\$ 55.00	\$ 1,650.00	\$ 165.00
5	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160.00	20.00	\$ 10.00	\$ 1,600.00	\$ 200.00
6	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	8.00	1.00	\$ 104.00	\$ 832.00	\$ 104.00
7	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	8.00	1.00	\$ 40.00	\$ 320.00	\$ 40.00
8	2504.602	4" KNIFE VALVE AND BOX	EACH	8.00	1.00	\$ 300.00	\$ 2,400.00	\$ 300.00
9	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE RAIN GARDEN)	EACH	8.00	1.00	\$ 2,100.00	\$ 16,800.00	\$ 2,100.00
10	2540.603	LANDSCAPE EDGER PLASTIC	LF	600.00		\$ 7.50	\$ 4,500.00	\$ -
11	2571.507	NATIVE PLUGS	PLANT	1200.00	150.00	\$ 3.70	\$ 4,440.00	\$ 555.00
12	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SF	1600.00	200.00	\$ 10.25	\$ 16,400.00	\$ 2,050.00

Schedule 5 Subtotal:

\$ 87,932.00 \$ 7,701.50

Schedule: 6

Description: Babcock Trail Culvert Crossing

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 500.00	\$ 500.00	\$ 500.00
2	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	760.00	1066.00	\$ 2.00	\$ 1,520.00	\$ 2,132.00
3	2105.522	SELECT GRANULAR BORROW (CV)	CY	63.00		\$ 30.00	\$ 1,890.00	\$ -
4	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	22.00	23.66	\$ 20.00	\$ 440.00	\$ 473.20
5	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	25.00	25.00	\$ 25.00	\$ 625.00	\$ 625.00
6	2357.502	BITUMINOUS TACK COAT	GAL	4.00	10.00	\$ 2.00	\$ 8.00	\$ 20.00
7	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	106.00	118.50	\$ 50.00	\$ 5,300.00	\$ 5,925.00
8	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
9	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	90.00		\$ 3.00	\$ 270.00	\$ -
10	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	20.00	20.00	\$ 42.00	\$ 840.00	\$ 840.00
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.15	0.15	\$ 2,600.00	\$ 390.00	\$ 390.00
12	2575.560	FLEXITERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	75.00	75.00	\$ 3.00	\$ 225.00	\$ 225.00
13	2582.502	PAVEMENT MARKING	LF	60.00	86.00	\$ 16.00	\$ 960.00	\$ 1,376.00
14	2104.501	REMOVE SEWER PIPE (STORM)	LF	70.00	70.00	\$ 14.00	\$ 980.00	\$ 980.00
15	2104.501	REMOVE STORM STRUCTURE	EACH	1.00	1.00	\$ 365.00	\$ 365.00	\$ 365.00
16	2501.515	18" RC PIPE APRON	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
17	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	71.00	71.00	\$ 57.00	\$ 4,047.00	\$ 4,047.00
18	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00

Schedule 6 Subtotal:

\$ 23,560.00 \$ 23,098.20

COST SUMMARY

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Project: Bancroft Way Area Reconstruction

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	Street Improvements	\$ 983,792.30	\$ 884,377.51
2	Storm Sewer Improvements	\$ 166,039.00	\$ 159,385.00
3	Rain Garden Improvements	\$ 87,932.00	\$ 7,701.50
4	Water Main Improvements	\$ 54,429.00	\$ 54,955.00
5	Sanitary Sewer Improvements	\$ 40,455.00	\$ 30,130.00
6	Babcock Trail Culvert Crossing	\$ 23,560.00	\$ 23,098.20
Total Base Cost		\$ 1,356,207.30	\$ 1,159,647.21
Change Order No. 1		\$ (43,966.00)	
Change Order No. 2		\$ 16,038.00	\$ 16,038.00
Total Contract Amount		\$ 1,328,279.30	
Contract Work Completed To Date			\$ 1,175,685.21
Retainage		1.00%	\$ 11,756.85
Previous Payments			\$ 1,159,008.45
Amount Due This Partial Payment #5			\$ 4,919.91

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Meeting Date: January 8, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SAT
SB**Fiscal/FTE Impact:**

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 6 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

SUMMARY

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

Pay Voucher No. 6 is for work that occurred through the end of November and includes the Inver Grove Heights-Eagan watermain interconnect along with the directional drilling and boring of the water main along TH 3.

I recommend approval of Pay Voucher No. 6, in the amount of \$288,578.56 for work on the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Trunk Utility Improvements, 65th Street Loop.

TJK/me

Attachments: Pay Voucher No. 6

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

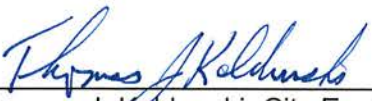
ESTIMATE NO: 6 (Six)
DATE: January 8, 2018
PERIOD ENDING: November 30, 2017
PROJECT NO: 2017-02 NWA Trunk Utility Improvements, 65th Street Loop

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

Original Contract Amount	\$1,362,495.50
Total Addition	\$173,518.00
Total Deduction	\$0.00
Total Contract Amount.....	\$1,536,013.50
Total Value of Work to Date (includes stored materials).....	\$ 1,385,437.64
Less Retained (5%).....	\$ 69,271.88
Less Previous Payment.....	\$ 1,027,587.20
Total Approved for Payment this Voucher	\$ 288,578.56
Total Payments including this Voucher	\$ 1,316,165.76

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>January 8, 2018</u> Date
Signed by:	_____ G. F. Jedlicki	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>January 8, 2018</u> Date

Partial Pay Estimate No.:

2017-02-31WA WATERMAIN IMPROVEMENTS - 65TH STREET LOOP
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.108658

6

WORK COMPLETED THROUGH November 30, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 1								
1	2021.501 MOBILIZATION	\$50,000.00	0.8 LUMP SUM	\$40,000.00	0.80 LUMP SUM	\$40,000.00	0.80 LUMP SUM	\$40,000.00
2	2101.501 CLEARING	\$5,500.00	2.3 ACRE	\$12,650.00	1.58 ACRE	\$8,690.00	1.58 ACRE	\$8,690.00
3	2101.502 CLEARING	\$110.00	26 TREE	\$2,860.00	12.00 TREE	\$1,320.00	12.00 TREE	\$1,320.00
4	2101.506 GRUBBING	\$5,500.00	2.3 ACRE	\$12,650.00	1.58 ACRE	\$8,690.00	1.58 ACRE	\$8,690.00
5	2101.507 GRUBBING	\$110.00	26 TREE	\$2,860.00	12.00 TREE	\$1,320.00	12.00 TREE	\$1,320.00
6	2104.521 SALVAGE FENCE	\$10.00	260 LIN FT	\$2,600.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
7	2104.601 SALVAGE MISCELLANEOUS ITEMS ALLOWANCE	\$10,000.00	0.8 LUMP SUM	\$8,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
8	2105.511 CHANNEL AND POND EXCAVATION (P)	\$35.00	168 CU YD	\$5,880.00	168.00 CU YD	\$5,880.00	168.00 CU YD	\$5,880.00
9	2105.601 CONSTRUCT TEMPORARY ACCESS ROAD	\$23,500.00	1 EACH	\$23,500.00	1.00 EACH	\$23,500.00	1.00 EACH	\$23,500.00
10	2105.602 OBSTRUCTION REMOVAL	\$2,200.00	3 EACH	\$6,600.00	5.00 EACH	\$11,000.00	5.00 EACH	\$11,000.00
11	2118.501 AGGREGATE SURFACING CLASS 5	\$27.00	200 TON	\$5,400.00	273.80 TON	\$7,392.60	354.74 TON	\$9,577.98
12	2123.610 STREET SWEEPER (WITH PICKUP BROOM)	\$45.00	15 HOUR	\$675.00	9.00 HOUR	\$405.00	11.00 HOUR	\$495.00
13	2130.601 WATER USAGE ALLOWANCE	\$5,000.00	0.8 LUMP SUM	\$4,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
14	2451.609 GRANULAR BACKFILL	\$20.00	400 TON	\$8,000.00	0.00 TON	\$0.00	0.00 TON	\$0.00
15	2451.609 AGGREGATE FOUNDATION	\$52.00	100 TON	\$5,200.00	143.92 TON	\$7,483.84	257.93 TON	\$13,412.36
16	2476.601 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.8 LUMP SUM	\$8,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
17	2501.511 15" CS PIPE CULVERT	\$30.00	30 LIN FT	\$900.00	30.00 LIN FT	\$900.00	30.00 LIN FT	\$900.00
18	2501.511 18" CS PIPE CULVERT	\$34.00	20 LIN FT	\$680.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
19	2501.515 15" CS PIPE APRON	\$250.00	2 EACH	\$500.00	2.00 EACH	\$500.00	2.00 EACH	\$500.00
20	2501.515 18" CS PIPE APRON	\$350.00	2 EACH	\$700.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
21	2503.602 BORING PIT	\$15,250.00	1 EACH	\$15,250.00	1.00 EACH	\$15,250.00	1.00 EACH	\$15,250.00
22	2504.601 FLUSH WATERMAIN	\$3,900.00	0.8 LUMP SUM	\$3,120.00	0.00 LUMP SUM	\$0.00	0.80 LUMP SUM	\$3,120.00
23	2504.602 CONNECT TO EXISTING WATER MAIN	\$4,800.00	1 EACH	\$4,800.00	1.00 EACH	\$4,800.00	1.00 EACH	\$4,800.00
24	2504.602 HYDRANT	\$5,500.00	9 EACH	\$49,500.00	6.00 EACH	\$33,000.00	9.00 EACH	\$49,500.00
25	2504.602 1" CORPORATION STOP	\$400.00	1 EACH	\$400.00	0.00 EACH	\$0.00	1.00 EACH	\$400.00
26	2504.602 6" GATE VALVE & BOX	\$2,000.00	9 EACH	\$18,000.00	6.00 EACH	\$12,000.00	9.00 EACH	\$18,000.00
27	2504.602 16" BUTTERFLY GATE VALVE	\$6,500.00	7 EACH	\$45,500.00	5.00 EACH	\$32,500.00	7.00 EACH	\$45,500.00
28	2504.602 1" CURB STOP & BOX	\$550.00	1 EACH	\$550.00	0.00 EACH	\$0.00	1.00 EACH	\$550.00
29	2504.603 1" TYPE K COPPER PIPE	\$48.00	15 LIN FT	\$720.00	0.00 LIN FT	\$0.00	25.00 LIN FT	\$1,200.00
30	2504.603 6" WATERMAIN DUCTILE IRON CL 52	\$39.00	77 LIN FT	\$3,003.00	62.00 LIN FT	\$2,418.00	81.50 LIN FT	\$3,178.50
31	2504.603 16" WATERMAIN DUCTILE IRON CL 52	\$115.00	903 LIN FT	\$103,845.00	569.00 LIN FT	\$65,435.00	651.50 LIN FT	\$74,922.50
32	2504.603 16" WATERMAIN DUCTILE IRON CL 52 (THROUGH CASING)	\$101.00	247 LIN FT	\$24,947.00	184.00 LIN FT	\$18,584.00	184.00 LIN FT	\$18,584.00
33	2504.603 16" WATERMAIN DUCTILE IRON CL 52 (TIED JOINTS)	\$175.00	30 LIN FT	\$5,250.00	0.00 LIN FT	\$0.00	30.00 LIN FT	\$5,250.00
34	2504.603 STEEL CASING PIPE (TRENCHLESS)	\$440.00	247 LIN FT	\$108,680.00	170.00 LIN FT	\$74,800.00	170.00 LIN FT	\$74,800.00
35	2504.603 16" I.D. WATERMAIN (TRENCHLESS)	\$151.50	3294 LIN FT	\$499,041.00	2160.00 LIN FT	\$327,240.00	2,980.00 LIN FT	\$451,470.00
36	2504.603 BUTTERFLY VALVE MANHOLE	\$550.00	70 LIN FT	\$38,500.00	75.00 LIN FT	\$41,250.00	86.00 LIN FT	\$47,300.00
37	2504.603 HYDRANT EXTENSION	\$900.00	7 LIN FT	\$6,300.00	15.00 LIN FT	\$13,500.00	24.00 LIN FT	\$21,600.00
38	2504.604 4" POLYSTYRENE INSULATION	\$37.00	20 SQ YD	\$740.00	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
39	2504.608 DUCTILE IRON FITTINGS	\$2.00	9815 POUND	\$19,630.00	5010.00 POUND	\$10,020.00	7,795.00 POUND	\$15,590.00
40	2511.502 RANDOM RIPRAP CLASS III	\$100.00	24 TON	\$2,400.00	17.44 TON	\$1,744.00	17.44 TON	\$1,744.00
41	2533.507 PORTABLE PRECAST CONC BARRIER DES 8337	\$15.50	500 LIN FT	\$7,750.00	600.00 LIN FT	\$9,300.00	600.00 LIN FT	\$9,300.00
42	2533.508 RELOCATE PORT PRECAST CONC BAR DES 8337	\$4.00	500 LIN FT	\$2,000.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00

6

WORK COMPLETED THROUGH November 30, 2017

[illegible]

Partial Pay Estimate No.:

6

2017-02 NWA WATERMAIN IMPROVEMENTS - 65TH STREET LOOP
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.108658

WORK COMPLETED THROUGH November 30, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	LIN FT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT
28	2573.502 SILT FENCE, TYPE MS	\$2.20	325	LIN FT	425.00	\$935.00	425.00	LIN FT
29	2573.602 ROCK CONSTRUCTION ENTRANCE	\$900.00	2	EACH	2.00	\$1,800.00	2.00	EACH
30	2573.901 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.2	LUMP SUM	0.00	\$0.00	0.00	LUMP SUM
31	2575.523 EROSION CONTROL BLANKET CATEGORY 3N	\$2.00	100	SQ YD	0.00	\$0.00	0.00	EACH
32	2575.570 RAPID STABILIZATION METHOD 3 (MIX 25-141)	\$3,300.00	0.2	ACRE	0.80	\$2,640.00	0.80	ACRE
	SCHEDULE 2 TOTAL:					\$188,041.80		\$2,640.00
						\$188,041.80		\$188,041.80
	TOTAL AMOUNT BID (SCHEDULE 1 + SCHEDULE 2):					\$992,324.24		\$1,219,831.14

STORED MATERIALS
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED
STORED MATERIALS REMAINING

\$0.00
\$0.00
\$0.00

Estimated Cost	Contract Cost to Date
Schedule 1	\$1,163,816.50
Schedule 2	\$198,679.00
Original Contract Amount	\$1,362,495.50
C.O.#1	\$173,518.00
Revised Contract Amount	\$1,536,013.50
Contract Work Completed to Date	\$1,385,437.64
Total Stored Materials to Date	\$0.00
Deduction for Stored Materials used	\$0.00
Completed Work and Stored Materials Retainage (5%)	\$1,385,437.64
Previous Payments	\$69,271.88
Amount Due This Payment 6	\$1,027,587.20
Total Payments	\$288,578.56
	\$1,316,165.76

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)

City Project 2017-02

Pay Estimate # 6

Date of Council Action: 1/8/2018

City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Previous Payments	Paid to Date	Current Contract Amount
Schedule 1	\$1,163,816.50	\$173,518.00	\$1,197,395.84	\$59,869.79	\$288,578.56	\$848,947.49	\$1,137,526.05	\$1,337,334.50
Schedule 2	\$198,679.00	\$0.00	\$188,041.80	\$9,402.09	\$0.00	\$178,639.71	\$178,639.71	\$198,679.00
Totals:	\$1,362,495.50	\$173,518.00	\$1,385,437.64	\$69,271.88	\$288,578.56	\$1,027,587.20	\$1,316,165.76	\$1,536,013.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09B – Seal Coat

Meeting Date: January 8, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *DK*

Prepared by: Steve Dodge, Assistant 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 (440); Development Funds; Utility Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09B – Seal Coat.

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 – Seal Coat.

The contractor has completed the work through September 30, 2017 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 for a deduction of \$5,484.10, which results in a final contract amount of \$439,248.50, Final Pay Voucher No. 2 in the amount of \$21,962.43, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09B – Seal Coat.

TJK/nwh

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

FINAL COMPENSATING CHANGE ORDER NO. 1

2017 PAVEMENT MANAGEMENT PROGRAM CITY PROJECT NO. 2017-09B SEAL COAT

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Astech Corp. P.O. Box 1025 St. Cloud, MN 56032	Date of Issuance: January 8, 2018 Engineer: City Engineer						
<u>PURPOSE OF CHANGE ORDER</u> Final compensating amount to balance value of work completed and total payments made to the contractor. Accounts for miscellaneous decreases in contract quantities listed in the final payment voucher form. <table> <tr> <td>Total Value of Work Completed to Date</td> <td>\$439,248.50</td> </tr> <tr> <td>Contract Amount to Date</td> <td>\$444,732.60</td> </tr> <tr> <td>Compensating Change Order Amount (Decrease)</td> <td>-\$5,484.10</td> </tr> </table>		Total Value of Work Completed to Date	\$439,248.50	Contract Amount to Date	\$444,732.60	Compensating Change Order Amount (Decrease)	-\$5,484.10
Total Value of Work Completed to Date	\$439,248.50						
Contract Amount to Date	\$444,732.60						
Compensating Change Order Amount (Decrease)	-\$5,484.10						
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME						
Original Contract Price: \$444,732.60	Original Contract Time:						
Previous Change Orders \$0.00	Net Change from Previous Change Orders						
Contract Price Prior to this Change Order \$444,732.60	Contract Time Prior to this Change Order						
Net Decrease of this Change Order (\$5,484.10)	Net Increase (Decrease) of Change Order						
Contract Price with all Approved Change Orders \$439,248.50	Contract Time with Approved Change						
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By: _____ Astech Corp.						

Approved By:


 Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

January 8, 2018

CONSTRUCTION PAYMENT VOUCHER

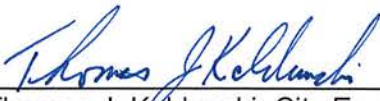
ESTIMATE NO: Two (2) FINAL
DATE: January 8, 2018
PERIOD ENDING: September 30, 2017
CONTRACT: 2017 Pavement Management Program
PROJECT NO: 2017-09B Seal Coat

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

Original Contract Amount\$444,732.60
Total Addition\$0.00
Total Deduction (Change Order No. 1) (\$5,484.10)
Total Contract Amount.....\$439,248.50
Total Value of Work to Date.....\$439,248.50
Less Retained (0%)\$0.00
Less Previous Payment.....\$417,286.07
Total Approved for Payment this Voucher.....\$21,962.43
Total Payments including this Voucher\$439,248.50

Approvals:

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

Signed by:  January 8, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____
Astech Corp. Date

Signed by: _____
George Tourville, Mayor January 8, 2018

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2017-09B
SEAL COAT

January 8, 2018

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Astech Corp. The work consisted of seal coating.

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

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

ORIGINAL CONTRACT PRICE	\$444,732.60
CHANGE ORDERS	(\$5,484.10)
FINAL CONTRACT AMOUNT	\$439,248.50
FINAL VALUE OF WORK	\$439,248.50
PREVIOUS PAYMENTS	\$417,286.07
BALANCE DUE	\$21,962.43

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF ASTECH CORP. AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$21,962.43**

**2017 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2017-09B – SEAL COAT**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 27, 2017, Astech Corp. satisfactorily completed improvements and appurtenances for the 2017 Pavement Management Program, City Project No. 2017-09B – Seal Coat.

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

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

Adopted by the City Council of Inver Grove Heights this 8th day of January 8, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

PAYMENT #2
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 Seal Coat (CRS-2P)	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 (0%): \$ -

Previous Payment: \$ 417,286.07

Amount due this Payment #2: \$ 21,962.43

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Part 1 of the Application for Permit Coverage Under the 2018 Reissuance of the MS4 General Permit

Meeting Date: January 8, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 641-450-2572 *DK*

Prepared by: Thomas J. Kaldunski, 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: Storm Water Utility Fund |

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Part 1 of the Application for Permit Coverage Under the 2018 Reissuance of the MS4 General Permit.

SUMMARY

The Minnesota Pollution Control Agency will be reissuing the MS4 General Permit, tentatively scheduled for late summer 2018. Under Minnesota Rules, the city must submit Part 1 of the application for permit coverage under the reissued permit at least 180 days before the existing permit expires (Minn. R. 7001.0040, subp.3). The deadline for Part 1 of the application, including the \$400 application fee, is February 1, 2018.

After the MS4 General Permit is reissued, the city will receive information from the MPCA regarding Part 2 of the application, which is also referred to as the Stormwater Pollution Prevention Program document. In Part 2 of the application we will need to provide further details (e.g. best management practice descriptions, identified measureable goals, etc.) about how we will comply with the reissued General Permit requirements.

I recommend approval of the resolution approving Part 1 of the Application for Permit Coverage Under the 2018 Reissuance of the MS4 General Permit.

TJK/nh

Attachments: Resolution

Part 1 of the Application for MS4 General Stormwater Permit

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

**RESOLUTION APPROVING PART 1 OF THE APPLICATION FOR PERMIT COVERAGE UNDER
THE 2018 REISSUANCE OF THE MS4 GENERAL PERMIT**

RESOLUTION NO. _____

WHEREAS, the City is currently permitted to discharge stormwater under the 2013 issuance of the MS4 General Permit; and

WHEREAS, The Minnesota Pollution Control Agency will be reissuing the MS4 General Permit, tentatively scheduled for late summer 2018; and

WHEREAS, Under Minnesota Rules, the city must submit Part 1 of the application for permit coverage under the reissued permit by February 1, 2018 (Minn. R. 7001.0040, subp.3)

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

1. Part 1 of the application for permit coverage is hereby approved and staff is directed to submit the application to the MPCA prior to the February 1, 2018 deadline.

Adopted by the City Council of Inver Grove Heights this 8th day of January, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Part 1 Application for MS4 General Stormwater Permit

Authorization to discharge stormwater associated with small Municipal Separate Storm Sewer Systems (MS4)

Doc Type: Permit Application

Instructions: Submitting this application confirms your intent to receive authorization to discharge stormwater under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) MS4 General Stormwater Permit (MNR040000).

Submittal: Send completed form to: **Attn: Fiscal Services – 6th floor**
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Questions: Contact Caroline McFadden at 651-757-2075 or caroline.mcfadden@state.mn.us, Cole Landgraf at 651-757-2880 or cole.landgraf@state.mn.us, Megan Handt at 651-757-2843 or megan.handt@state.mn.us, or call toll-free at 800-657-3864.

I. MS4 Information

A. MS4 Owner

(City, county, community, municipality, government agency or other party/entity) with ownership or operational responsibility, or control of the MS4.

MS4 owner: City of Inver Grove Heights County: Dakota
(City, county, municipality, government agency or other entity)

Mailing address: 8150 Barbara Ave.

City: Inver Grove Heights State: MN Zip code: 55077

B. MS4 General contact

(Director, department head, MS4 coordinator, consultant or other person with Stormwater Pollution Prevention Program [SWPPP] implementation responsibility) for all general correspondence about MS4 General Stormwater Permit compliance issues between the MPCA and your organization/entity.

Last name: Kaldunski First name: Thomas
(Department head, MS4 coordinator, consultant, etc.)

Title: City Engineer

Mailing address: 8150 Barbara Ave.

City: Inver Grove Heights State: MN Zip code: 55077

Phone (including area code): (651) 450-2572 Email: tkaldunski@invergroveheights.org

II. Application fees

Minnesota Rules require an application fee of \$400 for coverage under an MS4 General Stormwater Permit (Minn. R. 7002.0254). Check the box to indicate the application fee has been enclosed.

☒ Application fee in enclosed

Make checks payable to: **Minnesota Pollution Control Agency.**

Applications received without the required fee will be returned to the sender.

III. Owner or Operator certification

The person with ultimate legal responsibility for the MS4 must sign the application. This person shall be duly authorized to sign the application and may be either a principal executive officer or ranking elected official (Minn. R. 7001.0060).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070).

Authorized signature of the person with ultimate legal responsibility for the MS4 (principal executive officer or a ranking elected official):

Signature: _____



Last name: Kaldunski

First name: Thomas

Title: City Engineer

Date (mm/dd/yyyy): 12/13/2017

Mailing address: 8150 Barbara Ave.

City: Inver Grove Heights

State: MN

Zip code: 55077

Phone (including area code): (651) 450-2572

Email: tkaldunski@invergroveheights.org

Note: The application will not be
processed without certification.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 33 for Final Design Services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

Meeting Date: January 8, 2018

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: Developer Funding |

PURPOSE/ACTION REQUESTED

Resolution Accepting Individual Project Order (IPO) No. 33 for Final Design Services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

SUMMARY

IPO No. 33 includes project management, coordination with Dakota County Project No. 30-37, preparation of construction plans and specifications, and final design phase for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road. The cost for these additional services is \$57,000 and will be funded by engineering escrow funds received from the Robert Curve developer.

I recommend that the Council adopt the resolution accepting IPO 33 from Kimley-Horn and Associates, Inc. in the amount of \$57,000 for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road. The City has received these funds from the developer.

TJK/kf

Attachments: Resolution
IPO No. 33
Level 2 Layout

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 33 FROM KIMLEY-HORN &
ASSOCIATES, INC. FOR FINAL DESIGN SERVICES FOR CITY PROJECT NO. 2018-05 –
INTERSECTION IMPROVEMENTS AT T.H. 3 AND DIFFLEY ROAD**

RESOLUTION NO. _____

WHEREAS, Dakota County, MnDOT, and the City Engineer have approved a level 2 layout of the intersection at T.H. 3 and Diffley Road which will be used as a guide for final design services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road; and

WHEREAS, City staff has requested, and received, IPO 33 from Kimley-Horn & Associates, Inc. which includes final design phase services for the project.

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

1. IPO 33 from Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into an agreement with Kimley-Horn and Associates, Inc. in the amount of \$57,000 for final design services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road
2. IPO 33 will be funded by engineering escrow funds provided by the developer of Robert Curve.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of January 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 33

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

Identification of Project: TH 3 & Diffley Road Intersection Improvements

General Category of Services: Final Design Services

Specific Scope of Basic Services: Final design services for the TH 3 & Diffley Road Intersection Improvements. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time

Schedule: See attached Exhibit C

Deliverables: Final Construction Plans
Technical Specifications

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

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 12/13/17

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 33

TH 3 & DIFFLEY ROAD INTERSECTION IMPROVEMENTS

This IPO includes final design services for the TH 3 and Diffley Road Intersection Improvements. We understand that Robert Curve Development, LLC (Developer) proposes to construct Diffley Court as the 4th leg to the existing TH 3 and Diffley Road intersection within the City of Inver Grove Heights. As part of the site improvements, upgrades to the intersection of TH 3 and Diffley Road are necessary to meet the requirements from MnDOT and Dakota County established during the preparation of the MnDOT Level 2 Layout.

The following improvements were identified as part of the layout and will be included in the final construction plans:

- Addition of a right turn from Diffley Road to southbound TH 3
- Relocation of a traffic signal pole on the southwest corner of the intersection
- Guardrail modifications at the southwest corner of the intersection
- Pedestrian ramps and APS push button modifications
- Pavement marking and signing modifications

This project will be bid as part of the Dakota County mill and overlay project and it is assumed Dakota County will conduct all phases of the bidding process.

1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT/MEETINGS

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City and Developer.

The final design phase of the project will require meetings with the developer, City, County, and/or MnDOT staff through the plan development process. We have assumed we will prepare for and conduct up to three (3) meetings with the developer and/or agency staff. We will also conduct one (1) meeting with private utility companies prior to the pre-construction meeting to discuss the project.

2. FINAL DESIGN SERVICES

A. Topographic Survey

A Kimley-Horn sub-consultant will obtain topographic survey information of the project area necessary for the final design. No survey is proposed to be obtained outside of the existing right-of way. The following is a summary of the information that will be gathered through the topographic survey work:

- i. Surface Features such as Signs, Light Poles, Trees, and Mailboxes
- ii. Profile Streets and Intersections including Edge/Center of Pavement
- iii. Locate Underground Utilities (Gopher One Call)
- iv. Survey Utilities (Storm Drain, Sanitary Sewer and Watermain Structures)
- v. Establish Survey Control and Set Project Benchmarks

B. Preparation of Construction Plans

We will prepare 90% construction plans for review by the City, County, and MnDOT based on the Level 2 layout previously completed. Following review by these agencies, we will revise the final plans and re-submit for final review and approval. The plans will be prepared consistent with requirements for work on a MnDOT Trunk Highway which we have assumed will include the plan sheets listed below:

- Cover Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Standard Plan Sheets
- Alignment Plan and Tabulation
- Traffic Control
- Removals and Erosion Control
- Roadway Construction Plan
- Intersection Detail & Pedestrian Ramp Grading
- SWPPP
- Signal Modification Plan and Details
- Guardrail Modification Plan and Details
- Signing and Striping Plan

We have assumed that up to forty-five (45) plan sheets will be necessary to complete the plan set including the necessary MnDOT Standard Plans. Upon final review and approval by review agencies; the final plans will be provided to Dakota County for bidding.

C. Detailed Bid Items and Quantities

As part of final design, we will provide the City and County with detailed quantities and bid items for the proposed improvements. Bid items and quantities will be consistent with Trunk Highway requirements.

D. Final Construction Specifications

We will provide the City and County with final technical specifications for the proposed improvements to facilitate the bidding process. We have assumed these specifications will include special provisions for traffic control, signal system modifications, and guard rail improvements. All other work will be covered under MnDOT Standard Specifications.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 33

TH 3 & DIFFLEY ROAD INTERSECTION IMPROVEMENTS

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

<u>Work Task</u>		<u>Estimated Fee</u>
1	Project Management/Public Involvement/Meetings	\$ 6,500
2	Final Design Services	\$ 47,500
	<u>Expenses</u>	<u>\$ 3,000</u>
	Total	\$ 57,000

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$57,000 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 33

TH 3 & DIFFLEY ROAD INTERSECTION IMPROVEMENTS

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

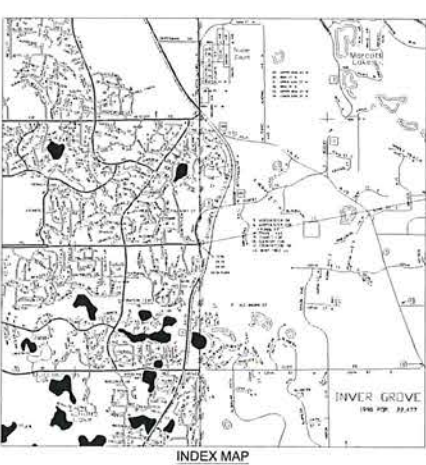
Notice to Proceed	December 15, 2017
90% Design Plan Submittal	February 2, 2018
MnDOT Review and Approval	February/March 2018
100% Design Plans Complete	March 2018
Bid Opening	March 2018
Construction	Summer 2018

Programmed Letter Date	
Received By	20
New Eastern Publishing, Inc., Japan	
Received By	20
New Eastern Publishing, Inc., Japan	
Received By	20
New Eastern Publishing, Inc., Japan	
Approved By	20
New Eastern Publishing, Inc., Japan	

THE UNIVERSITY OF MICHIGAN LIBRARY
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TEL: 734 763 7000 FAX: 734 763 7001
WWW: WWW.LIBRARY.MICHIGAN.EDU

DESIGN FILE: NATWC\DEV\Robert Curve Developments\H3-DIFFLE\CAD\Plan Sheets Layouts\LEVEL 2 LAYOUT - South Orientation.dwg
DATE: 11/17/2017

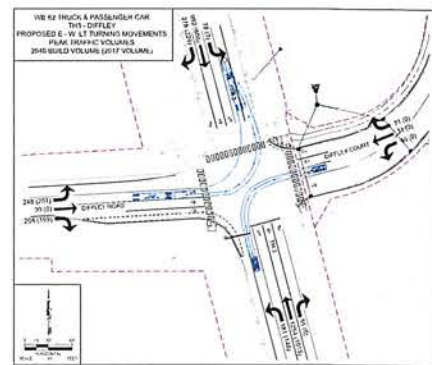
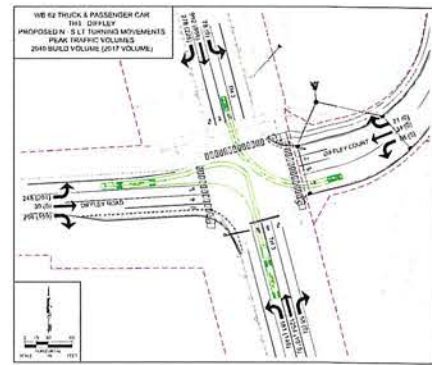
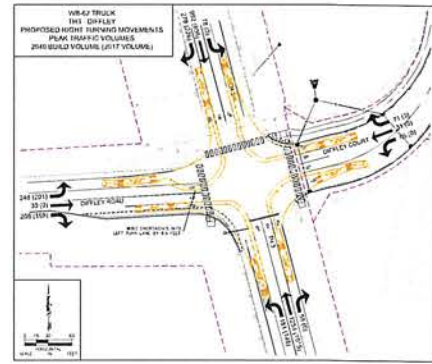
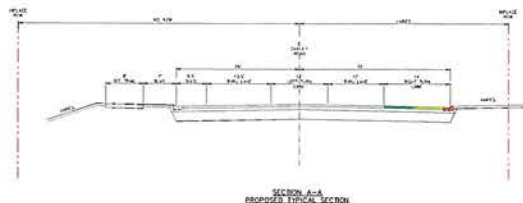
LEVEL 2 LAYOUT - SOUTH OPTION 3a.jpg



PROJECT LOCATION:
METRO DISTRICT,
DAKOTA COUNTY

1. PEDESTRIAN FACILITIES TO MEET SEA FRONTAGE GUIDELINE 1.

2. THERE ARE NO KNOWN DESIGN EXCEPTIONS AT THIS TIME.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with MnDOT for an Agency Delegated Contracting Process Agreement

Meeting Date: January 8, 2018
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 *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the City of Inver Grove Heights to enter into an agreement with MnDOT for an agency delegated contracting process agreement.

SUMMARY

MnDOT has requested that the City of Inver Grove Heights enter into an agency delegated contracting process agreement. This agreement allows MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funding for until revisions are needed to the agreement. This agreement is not project specific and it will be in effect multiple years. This agreement supersedes the agreement executed in or about 2003 that is currently in effect.

I recommend approval of the resolution authorizing the City to enter into Agency Agreement No. 1029959 with MnDOT.

TJK/kf

Attachments: MnDOT Letter 12/1/17
Resolution
Agreement No. 1029959

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN
AGREEMENT WITH MnDOT FOR AN AGENCY DELEGATED CONTRACTING PROCESS
AGREEMENT**

WHEREAS, it is considered mutually desirable to revise the agreement with MnDOT for a delegated contracting process; and

WHEREAS, MnDOT has indicated its desire to act as the City's agent in accepting federal aid on any project awarded federal aid; and

WHEREAS, Agreement No. 1029959 has been prepared which addresses the responsibilities for the governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to MN Statute Sec. 161.36, the commissioner of transportation be appointed as the agent authorized to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute such agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in the Minnesota Department of Transportation Agency Agreement No. 1029959.

Approved by the City Council of Inver Grove Heights this 8th day of January 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

December 1, 2017

Tom Kaldunski
8150 Barbara Avenue
Inver Grove Heights, MN, 55077

SUBJECT: **Agency Delegated Contracting Process Agreement**
Agency Agreement No. 1029959

Dear Mr. Kaldunski:

Attached are two copies of the agency agreement between the City of Inver Grove Heights and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

A handwritten signature in black ink that reads 'Lynnette Roshell'.

Lynnette Roshell, PE

Project Development Engineer

Enclosures

Cc: Dan Erickson – DSAE File



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Inver Grove Heights ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (99931)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99931.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Tom Kaldunski or his/her successor.
- Title: Inver Grove Heights City Engineer
- Phone: 651-450-2572
- Email: tkaldunski@invergroveheights.org
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Inver Grove Heights

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction

Meeting Date: January 8, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SUMMARY

Bids for City Project No. 2015-09D – Broderick Boulevard Reconstruction were opened on December 21, 2017. The assessment hearing for 2015-09D is proposed for February 26, 2018. Award of a construction contract for the project will be considered on February 26, 2018 after the final assessment hearing.

Based on the lowest responsible bid, the estimated total project cost for City Project No. 2015-09D is \$4,645,260 and proposed final assessments are \$625,624. Due to the competitive bid, the estimated total project cost is below the feasibility estimate of \$5,945,000. Staff has attached the proposed final assessment roll. The construction would start spring of 2018.

Staff will continue to coordinate with Xcel and Arbor Pointe's Master Association on the possibility of having the street lights updated in conjunction with the project.

Staff and Kimley-Horn & Associates, Inc. are working with Holiday Gas Station, Inver Hills Community College, and the Monument Ridge Apartments for the necessary easements and agreements.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SWD/kf

Attachments: Resolutions
 Project map
 Preliminary Assessment Roll

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, January 8, 2018, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2018 Pavement Management Program
City Project No. 2015-09D – Broderick Boulevard Reconstruction

WHEREAS, the project includes roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, draitile, aggregate base, bituminous pavement), milling, retaining wall, concrete curb and gutter, sidewalk, trail replacement, storm sewer, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, street lighting system signal system updates, appurtenances and restoration on the following streets: Broderick Boulevard from 80th Street to Concord Boulevard.

WHEREAS, the total final estimated project cost for City Project No. 2015-09D is \$4,645,260.

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

1. The amount to be specially assessed for City Project No. 2015-09D is hereby declared to be \$655,624.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of January 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, January 8, 2018, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2018 Pavement Management Program
City Project No. 2015-09D – Broderick Boulevard Reconstruction**

WHEREAS, the project includes roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, retaining wall, concrete curb and gutter, sidewalk, trail replacement, storm sewer, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, street lighting system signal system updates, appurtenances and restoration on the following streets: Broderick Boulevard from 80th Street to Concord Boulevard.

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 26th day of February 2018, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of January 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION

PROPOSED FINAL ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
1	200160027012	SFR	HARLAN F & RITA M KOPP	2304	80TH ST E	\$3,000.00	\$3,200.00	\$975.00
2	200160025011	STATE	STATE OF MN	2452	80TH ST E	\$146,256.47	\$346,302.00	\$42,334.40
3	200160026010	STATE	STATE OF MN	2500	80TH ST E	\$103,030.88	\$190,792.80	\$29,822.60
4	203651501010	COMM	INVER GROVE HEIGHTS GOOD SAMARITAN	8121	COLLEGE TRL	\$82,328.40	\$82,328.40	\$24,680.78
5	200160051015	CITY	CITY OF INVER GROVE HTS			\$220,272.91	N/A	\$69,894.60
6	201185700040	CITY	CITY OF INVER GROVE HEIGHTS	8815	BRODERICK BLVD	\$69,575.45	N/A	\$20,138.82
7	201185700032	CITY	CITY OF INVER GROVE HEIGHTS			\$81,418.08	N/A	\$23,566.72
8	201186201021	COMM	MONUMENT RIDGE LLC	8851	BRODERICK BLVD	\$270,000.00	\$283,500.00	\$109,778.06
9	201186101010	COMM	ARBOR POINTE COMMONS LLC	9015	BRODERICK BLVD	\$174,050.24	\$251,341.20	\$42,581.66
10	201186101020	COMM	BAYDA LLC	9041-61	BRODERICK	\$35,895.98	\$51,835.40	\$8,782.00
11	201186101030	COMM	WALLMARK PROPERTIES LLC	9087	BRODERICK BLVD	\$34,086.10	\$49,222.80	\$8,339.22
12	201186101050	COMM	HALLE PROPERTIES LLC	9101	BRODERICK BLVD	\$51,279.97	\$74,052.00	\$12,545.72
13	201186101040	COMM	TCF NATIONAL BANK			\$40,722.33	\$58,806.00	\$9,962.78
14	201186502030	COMM	WAKOTA FEDERAL CREDIT UNION	9050	BUCHANAN TRL	\$18,663.08	\$44,866.80	\$5,402.08
15	201186501030	COMM	RT MINNEAPOLIS FRANCHISE LLC	9051	BUCHANAN TRL	\$25,367.30	\$60,984.00	\$7,342.64
16	201186402010	COMM	LABELLE INVER GROVE HEIGHTS LLC	9124	BRODERICK BLVD	\$32,071.51	\$77,101.20	\$9,283.20
17	201177702101	MFR	MARK K & LOUANN SHIELDS	8732	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703504	MFR	BARTON THOMPSON	8733	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702102	MFR	SUSAN M KREIDLER	8736	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703503	MFR	NITA SAYSAMOUT PHABMISAY	8737	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702103	MFR	MARY E REKUSKI	8740	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703502	MFR	LARS WACH	8741	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702104	MFR	MARLYN R & EDNA M TS HENNEN	8744	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703501	MFR	SHAWN MAYER	8745	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702105	MFR	BONNIE PENN	8748	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702106	MFR	RICHARD S VASQUEZ & DEBORAH WEXLER	8752	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
17	201177702201	MFR	DAVID & SARA WETZEL	8756	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702202	MFR	ROBERT J & PHYLLIS E BENZ	8760	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702203	MFR	ROBERT J & PHYLLIS E BENZ	8764	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702204	MFR	KATHRINE M & BRIAN A OXFORD	8768	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702205	MFR	LISA ROTH	8772	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702206	MFR	DONNA L JOHANNIS	8776	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703605	MFR	FUTURE ASSURANCE LLC	8779	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702301	MFR	KIMBERLY JARY	8780	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703604	MFR	JULIE A LOSLEBEN	8783	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702302	MFR	VINH TRAC & TRANG LAM	8784	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703603	MFR	SHERRY M HILSGEN	8787	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702303	MFR	COATINGS ASSOCIATES LLC	8788	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703602	MFR	SHIRLEY R JONES	8791	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702304	MFR	PIERRE PIPER	8792	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703601	MFR	MITCHELL J & MELISSA WALTMAN	8795	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702305	MFR	MARSHA E PITTELKOW	8796	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702306	MFR	DUY VU & NHU LAM	8800	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703706	MFR	MAINUL ISLAM & AJANTA SARCAR	8801	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702401	MFR	JAMES HOVEY	8804	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703705	MFR	TREVOR WILHELMSON	8805	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702402	MFR	KIM D BARANKO	8808	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703704	MFR	LORALEE A BAILEY	8809	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702403	MFR	KEVIN A OLSON	8812	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703703	MFR	BOBBI PATTON	8813	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702404	MFR	MARLIN R WORKMAN	8816	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703702	MFR	DAWN R BERG	8817	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION

PROPOSED FINAL ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
17	201177702405	MFR	JOSE LUIS CASTANEDA & MARIA WIEDEMANN	8820	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703701	MFR	RICHARD A & HEATHER LARSON	8821	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702406	MFR	TERRY ANN PFLANZ	8824	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703805	MFR	ILIYA BERDICHEVSKI	8827	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702501	MFR	BRIAN A & KATHRINE M OXFORD	8828	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703804	MFR	CAREY B FAGAN	8831	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702502	MFR	CHERYL L REID	8832	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703803	MFR	NANCY A KLAERS	8835	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702503	MFR	TRACY FOLLMAN	8836	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703802	MFR	BENJAMIN D SCHARNBERG	8839	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702504	MFR	KEENAN S & AMY R JONES	8840	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703801	MFR	TAMI GUBASH	8843	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702505	MFR	JOHN T & LORI A STICHA	8844	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702506	MFR	HANI & SHIRIN ISHAK	8848	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702601	MFR	ELLIOT E LIBMAN & MONA AUSTRIAN	8852	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703906	MFR	ERIC A PETERSON	8853	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702602	MFR	ELIZABETH C NORUM	8856	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703905	MFR	ESTATE PROPERTIES LLC	8857	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702603	MFR	JOY HARGONS	8860	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703904	MFR	STEPHANIE KVAMMEN	8861	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702604	MFR	MARK R MUELLER	8864	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703903	MFR	ILYA & SVETLANA SALNIKOV	8865	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702605	MFR	SHAWN W VELLEK & CINDY CARLSON	8868	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703902	MFR	ALLAN KING	8869	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702606	MFR	NIRZA SHRESTHA	8872	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703901	MFR	LISA R & JAMIE P LINDQUIST	8873	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
17	201177702701	MFR	AARON RAEBEL & HALEY DYER	8876	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704006	MFR	LYLE W ROCK	8877	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702702	MFR	KEVIN J SPROATT	8880	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704005	MFR	TERI L CLAYTON	8881	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702703	MFR	DANIEL R GRUWELL	8884	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704004	MFR	LEETTA DOUGLAS	8885	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702704	MFR	DECLAN C & MICHELLE BRADY	8888	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704003	MFR	PAUL A RAFFERTY & MELISSA JENSEN	8889	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702705	MFR	MICHAEL W & MARGARET YOCUM	8892	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704002	MFR	APPLE HOLDINGS LLC	8893	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702706	MFR	MICHAEL S RISCHMILLER	8896	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177704001	MFR	LEZLEE FLATEGRAFF	8897	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702801	MFR	TODD & DEANNE MEYER	8900	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702802	MFR	MICHELLE G SCEARCY	8904	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702803	MFR	MICHAEL P MURRAY & AARON WILL	8908	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702804	MFR	PATRICIA A JENSEN & WILLIAM COLEMAN	8912	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702805	MFR	ALICIA GALLAWAY	8916	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702806	MFR	LINDA K BETHKE	8920	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177703401	MFR	GARY & GERALDINE COOK	8770	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703402	MFR	JONATHAN C & LEANN M STEE & HILDE STEE	8774	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703403	MFR	MINLONG HE	8778	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703404	MFR	RODNEY JOHNSON	8782	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703405	MFR	LOURN R FINANDER	8786	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703406	MFR	MARK S & TRINA L HATCHER	8790	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703306	MFR	RANDALL ATKINS	8793	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704401	MFR	NICHOLAS L HIPPE & SHEILA VOZA	8796	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
17	201177703305	MFR	JOEL K SCHEITLER & SARAH MATTSON	8797	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704402	MFR	ANDREW & MARIA ZORAWSKI	8800	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703304	MFR	AARON J POPE & STEPHANIE HICKMAN	8801	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704403	MFR	DANIEL C & TAMARA H CALLSTROM	8804	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703303	MFR	NICOLE CHEREESE SILVERTHORNE	8805	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704404	MFR	LINDA B PRINCE	8808	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703302	MFR	LEAH ABBOTT	8809	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704405	MFR	8812 BRUNSWICK PATH LLC	8812	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703301	MFR	RACHELLE MCCORD	8813	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704406	MFR	KIRK M DEMERCHANT & KACI L HAMMOND	8816	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704301	MFR	NICHOLAS G & HOLLY M AWADA	8820	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703206	MFR	RON T JR SMITH & JANET KELLEHER	8821	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704302	MFR	ANGELA M SCOTT	8824	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703205	MFR	LINDA J RUD	8825	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704303	MFR	MARNA C SCHIELD	8828	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703204	MFR	RYAN J PAASCH	8829	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704304	MFR	MICHAEL D REED	8832	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703203	MFR	DANIELLE WITTE	8833	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704305	MFR	KASONDRA ROGERS	8836	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703202	MFR	KAREN M KIRK	8837	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704306	MFR	MURAT OGUZ	8840	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703201	MFR	BRIAN MACKENZIE	8841	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704201	MFR	CATHERINE W MATHENGE	8844	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704202	MFR	KATHLEEN E MCKENNA LARSON	8848	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703106	MFR	DANA HARRISON	8849	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704203	MFR	DAVID C RUST & ANGELA KERMES	8852	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
17	201177703105	MFR	CORY J BARON	8853	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704204	MFR	MATTHEW E LAWSON	8856	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703104	MFR	LUCIA M HAGLIND	8857	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704205	MFR	BRIGITTE ANNE PODSIADLY	8860	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703103	MFR	CRYSTAL KING	8861	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704206	MFR	LISA GAIL BRAMLET	8864	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703102	MFR	TARA M OLSON	8865	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703101	MFR	TIMOTHY J & KATHLEEN MANSUR	8869	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703005	MFR	MARY B ZAHASKY	8877	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703004	MFR	ROXANNE SONNEK	8881	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703003	MFR	DUKE P SOBY	8885	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704101	MFR	SUSAN M MORLEY	8888	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703002	MFR	SANDRA L HAYNE	8889	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704102	MFR	JOHN S PETERSEN	8892	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177703001	MFR	LAUREN M DEGIDIO	8893	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704103	MFR	DEIDRE REYES-MARTINEZ & SETH SKOYEN	8900	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702906	MFR	BRENT F & KELLY SUE MALMQUIST	8901	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704104	MFR	JAMES D LESLIE	8904	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702905	MFR	DUY VU & NHU LAM	8905	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177704105	MFR	DUY VU & NANCY LAM	8908	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702904	MFR	BRIAN P KELLY	8909	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702903	MFR	JACOB POMPLUN	8913	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702902	MFR	AMS BRUNSWICK LLC	8917	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
17	201177702901	MFR	GERALD W & BARBARA GLEWWE	8921	BRUNSWICK PATH	\$1,415.97	\$2,100.00	\$447.74
18	201185702081	MFR	BRIAN THRAEN	8747	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702082	MFR	KARISSA M BROWN	8749	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
18	201185702083	MFR	BENJAMIN HALLAS	8751	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702084	MFR	PATRICK E OREGAN	8753	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702085	MFR	SHANNON JENSEN	8755	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702086	MFR	LLOYD L & GERALDINE LAFOUNTAIN	8757	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702092	MFR	JEFFREY J KUEHN	8759	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702091	MFR	TERRENCE P COFFEY & SHEILA COFFEY	8761	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702090	MFR	AMY L MOE & CYNTHIA MOE	8763	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702089	MFR	KELLY MARIE CONWAY	8765	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702088	MFR	NICOLE MARIE CARTER	8767	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702087	MFR	PATRICIA M SIKORSKI	8769	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702080	MFR	ROBERT H COSGROVE	8771	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702079	MFR	DEANNA L SANCHEZ	8773	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702078	MFR	RENY E STORO	8775	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702077	MFR	REBECCA WALTERS	8777	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702076	MFR	AMY J VANN	8779	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702075	MFR	CAROLINE WITSCHORIK	8781	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702069	MFR	CLAUDE D & PATRICIA CAMPBELL	8783	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702070	MFR	NICHOLE FROST	8785	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702071	MFR	TRACY A & ROBERT A RAMIREZ	8787	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702072	MFR	BAYLISS LLC	8789	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702073	MFR	CRISTA FLODQUIST	8791	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702074	MFR	SANDRA L COLE	8793	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702068	MFR	CLARK H DAHL	8795	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702067	MFR	WILLIAM WALLACE	8797	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702066	MFR	CARL S BRUST	8799	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702065	MFR	TRACY & BIANKA KAY	8801	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
18	201185702064	MFR	INDELISA LEON	8803	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702063	MFR	ADAM J COUILLARD	8805	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702057	MFR	ELIZABETH M KLYM	8807	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702058	MFR	MARGUERITE WALZ	8809	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702059	MFR	DEBRA A & STEVEN A VAGSTAD	8811	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702060	MFR	CASSANDRA HARTMAN	8813	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702061	MFR	BLAINE C GRADY	8815	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702062	MFR	DANIEL P FELTEN & ESTELITA FELTEN	8817	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702052	MFR	PAUL & KAREN TIEMANN	8819	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702054	MFR	DAWN A BIERMEIER	8820	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702051	MFR	MARY C LETHERT	8821	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702053	MFR	PATRICK R & SHARON L MARION	8822	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702050	MFR	MELINDA ANN MAY	8823	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702055	MFR	ALANA MICHALSKI	8824	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702049	MFR	LAURA A DEVNEY	8825	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702056	MFR	THOMAS A REIS	8826	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702045	MFR	JAMES P & AMY P LAURIA	8827	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602040	MFR	ERIC T DELACRUZ	8828	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702046	MFR	JEROME T & ROSALIA SPELDRIK	8829	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602039	MFR	BAORONG LI	8830	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702047	MFR	BRIAN J WILLIAMS	8831	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602038	MFR	MICHELLE D GERARDY	8832	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185702048	MFR	RENTALS LLC	8833	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602037	MFR	JOHN HOWARD & NANCY PETSCHL	8834	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602036	MFR	JAMES J RYAN	8835	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602041	MFR	DAVID MITCHELL	8836	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION

PROPOSED FINAL ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
18	201185602035	MFR	JASON M FAHL	8837	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602042	MFR	ERIN K ARNOLDI	8838	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602034	MFR	JENNIFER HELEN CHEESEMAN	8839	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602043	MFR	KIMBERLY A JULIEN	8840	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602033	MFR	JULIE A GERDTS	8841	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602044	MFR	JOSEPH T ANDERT	8842	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602032	MFR	JODI D WITTMAN	8843	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602020	MFR	DAVID KOECHELER	8844	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602031	MFR	SABRINA M ANDERSON	8845	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602019	MFR	WILLIAM WALLACE	8846	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602025	MFR	MATTHEW J & MARY M HITZEMAN	8847	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602018	MFR	THOMAS & CASSANDRA EIDEN	8848	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602026	MFR	NICOLE NORSTAD	8849	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602017	MFR	WILLIAM C TRONSEN	8850	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602027	MFR	LYNN THILMANY	8851	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602021	MFR	SIANNA WEBER	8852	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602028	MFR	BARBARA A STROH	8853	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602022	MFR	VIRGIL & JOAN PRZYBILLA	8854	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602029	MFR	SHARON STANGL	8855	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602023	MFR	JACKELYN DOYLE	8856	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602030	MFR	SCOTT R SEATON & KAYA STEVENSON	8857	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602024	MFR	SARAH V MCCARTY	8858	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602008	MFR	MICHAEL A GURTIN	8859	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602012	MFR	MARGIE J NICHOLS	8860	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602007	MFR	BRENDA K MULES	8861	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602011	MFR	JODY T MATTILA	8862	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52

**CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PROPOSED FINAL ASSESSMENT
18	201185602006	MFR	SIMONE M PEPPER	8863	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602010	MFR	DAVID J EVERSON	8864	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602005	MFR	DUSTIN T BOWER	8865	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602009	MFR	BENJAMIN M KIVEL	8866	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602001	MFR	FRANCIS J PANULA	8867	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602013	MFR	BRENDA PETTYJOHN	8868	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602002	MFR	KELLY UBBEN	8869	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602014	MFR	COLLEEN M COLLETTE	8870	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602003	MFR	DUBLIN INVESTMENTS LLC	8871	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602015	MFR	LOIS J WOLSKE	8872	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602004	MFR	JACOB C BERTRAM	8873	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
18	201185602016	MFR	ROBERT J JR & SHERI SATTERSTROM	8874	BRANSON DR	\$2,000.00	\$2,100.00	\$876.52
19	201186500010	COMM	BRODE-90 LLC			\$17,938.30	\$43,124.40	\$5,192.30
20	201186601010	COMM	INVER GROVE HEIGHTS WP LLC	9056	BUCHANAN TRL	\$33,702.26	\$81,021.60	\$9,755.22
21	201186601020	COMM	INVER GROVE HEIGHTS WP II LLC	9058	BUCHANAN TRL	\$33,339.87	\$80,150.40	\$9,650.32
22	201186502010	COMM	WELLS FARGO BANK NA	9062	BUCHANAN TRL	\$16,488.74	\$39,639.60	\$4,772.72
23	201186401011	COMM	CON 55 LLC	9070	BUCHANAN TRL	\$99,294.84	\$238,708.80	\$28,741.20
24	201186501020	COMM	ROOTYS DEN LLC	9061	BUCHANAN TRL	\$18,300.69	\$43,995.60	\$5,297.18
25	201186501010	COMM	A DAVID FLOR	9079	BUCHANAN TRL	\$18,663.08	\$44,866.80	\$5,402.08
26	201820504010	SFR	RICHARD B & CAROL A BAXTER	8665	BOWER CT	\$0.00	\$0.00	\$0.00
27	201187502010	COMM	ARBOR POINTE GOLF CLUB INC	8919	CAHILL AVE	\$12,000.00	\$12,000.00	\$3,900.00
28	201186100010	COMM	ARBOR POINTE COMMONS LLC				\$88,862.40	\$15,054.86
							\$2,729,702.20	\$655,624.12

Note: There is 6,966 feet of Mn/DOT right-of-way on this project. Mn/DOT right-of-way is non-assessable.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Scheduling a Public Hearing to Consider Ordering City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road for the Robert Curve Development

Meeting Date: January 8, 2018
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: Developer Funds

PURPOSE/ACTION REQUESTED

Resolution scheduling a public hearing to consider ordering City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road for the Robert Curve Development.

SUMMARY

City Project No. 2018-05 was prepared, at Council direction, to consider improving the Diffley Road intersection at Trunk Highway (TH) 3 in 2018. The project is needed to provide a permanent access to the Robert Curve Development and to add a right turn lane for eastbound Diffley Road at TH 3. The site is currently served by a temporary access to TH 3 and Diffley Road. The public hearing for City Project No. 2018-05 would be held on February 12, 2018.

The total estimated project cost for City Project No. 2018-05 is approximately \$150,000 to \$200,000. Funding for the project would be provided by the developer of Robert Curve. No special assessments are being considered for City Project No. 2018-05 at this time. The City will enter into a development agreement to outline the developer's responsibilities before construction occurs.

A public hearing notice will be sent to affected property owners and an information meeting will be held on January 31, 2018. The Council would conduct the public hearing and consider ordering the project on February 12, 2018.

Right-of-way needed to complete the intersection improvements is granted with the Robert Curve Plat. It is important to coordinate the T.H. 3/Diffley Road intersection improvements with the County's maintenance project (30-37).

I recommend approval of the resolution scheduling the public hearing to order City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road for the Robert Curve Development.

TJK/kf

Attachments: Resolution
Level 2 Concept Plan

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

**RESOLUTION SCHEDULING A PUBLIC HEARING TO ORDER CITY PROJECT NO. 2018-05 –
INTERSECTION IMPROVEMENTS AT T.H. 3 AND DIFFLEY ROAD FOR THE ROBERT CURVE
DEVELOPMENT**

RESOLUTION NO. _____

WHEREAS, on January 8, 2018, the City Council approved a resolution for final design services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road; and

WHEREAS, MnDOT, Dakota County, and the City Engineer approved a Level 2 Concept Plan prepared by Kimley-Horn & Associates, Inc. for City Project No. 2018-05 dated November 7, 2017; and

WHEREAS, no feasibility report is being prepared by the Public Works Director with reference to 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road, because the developer will fund the improvements; and

<u>Project No.</u>	<u>Improvements</u>
2018-05	Intersection Improvements at T.H. 3 and Diffley Road for the Robert Curve Development

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

1. A public hearing for City Project No. 2018-05 will be held on such improvements at 7:00 p.m. on February 12, 2018 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required.
2. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
3. The Council will consider the improvements in accordance with the Level 2 Concept Plan and the use of developer funds to finance the project, at an estimated total project cost of up to \$200,000.
5. The City Council hereby approves the Level 2 Concept Plan dated November 7, 2017.
6. The City Council hereby directs staff to take actions needed to incorporate City Project No. 2018-05 into Dakota County's 2018 CIP (Project 30-37) for construction in 2018.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of January 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

[illegible]

LA OUT & PROFILE No. _____ COPY No. _____

HIGHWAY 2 VICINITY OF QUELTER ROAD
FROM APPROXIMATELY 200 FT WEST OF RM 3
TO THE INTERSECTION OF QUELTER RD & RM 3

Prepared December 2002 Station No. 1 inch 1/4 mi
By LAE HANDEL Sketched Nov. 1 inch 1/4 mi

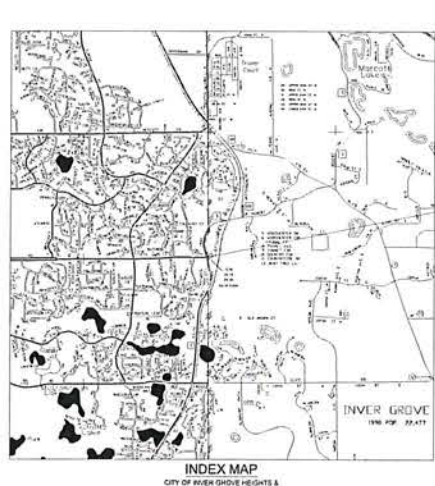
The alignment and
location of the
roadway are shown
on this map to indicate
general location.
The alignment is
shown on the
plan view.

Scale: 1" = 200'

This sheet was prepared
under contract to the
California High-Speed
Rail Authority
Contract No. _____

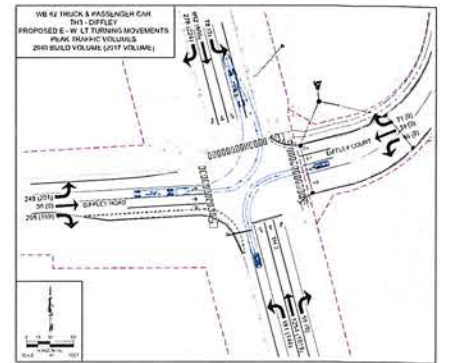
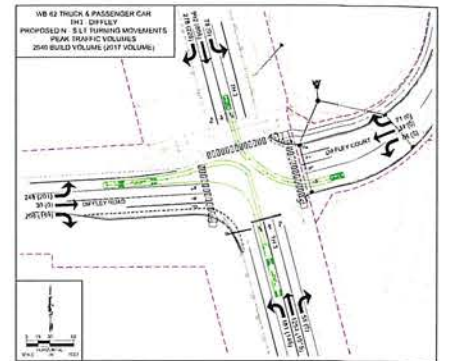
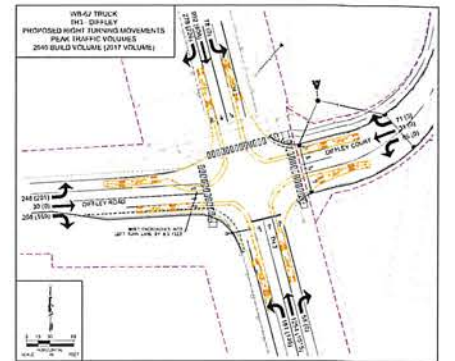
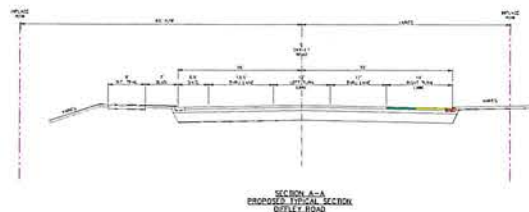
PPMS Activity: _____
PPMS Activity: _____
PPMS Activity: _____
PPMS Activity: _____

Surveyed by _____
Fur. _____

[illegible]

PROJECT LOCATION:
METRO DISTRICT,
DAKOTA COUNTY

1. PEDESTRIAN FACILITIES TO MEET ADA PROVISIONS.
2. THERE ARE NO KNOWN DESIGN EXCEPTIONS AT THIS TIME.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 8, 2018
 Item Type: Consent
 Contact: Lt. Joshua Otis (651) 450-2528
 Prepared by: Lt. Joshua Otis

 Reviewed by: Chief Paul Schnell
 (651) 450-2526

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:

Adoption of the updated City of Inver Grove Heights Emergency Operation Plan (EOP).

SUMMARY:

Minnesota Statutes, Section 299K.05 stipulate that “Political subdivisions should prepare emergency plans that adequately address the requirements contained in section 11003 of the federal act. The emergency plan may be a part of a plan prepared by a political subdivision in accordance with chapter 12.

The ‘federal act’ is the Emergency Planning and Community Right to Know Act, otherwise known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986. SARA Title III includes several requirements regarding the developments, exercising, and updating of a local emergency plan.

The Federal Emergency Management Agency (FEMA) has developed a Comprehensive Preparedness Guide (CPG) 101 to provide recommendations on developing EOPs. The CPG promotes a common understanding of the fundamentals of risk-informed planning and decision making to help planners produce integrated, coordinated, and synchronized plans. The goal of CPG 101 is to make the planning process routine across all phases of emergency management and for all homeland security mission areas.

Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) has also developed a local EOP crosswalk known as the MNWALK that is used by HSEM and Dakota County to evaluate the completeness of local EOP’s.

The Inver Grove Heights updated EOP has been deemed MNWALK compliant by the Dakota County Emergency Preparedness Coordinator.

The recommendation under SARA Title III is to have a plan update every two years to maintain accuracy.

The official plan documents are not available to the public.

RECOMMENDATION:

Staff recommends the City of Inver Grove Heights adopt the updated City of Inver Grove Heights Emergency Operation Plan (EOP).

Once the certification of plan approval has been signed by the Mayor, updated Emergency Operation Plans will be distributed accordingly.

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

RESOLUTION NO. ____

**RESOLUTION TO ADOPT THE 2018 INVER GROVE HEIGHTS EMERGENCY
OPERATIONS PLAN**

WHEREAS, the City of Inver Grove Heights desires to follow Minnesota State Statute 12, “Emergency Management;” and

WHEREAS, requires that the governing bodies plan and prepare to deal with disasters;
and

WHEREAS, the cities adopts plans specific to the situations that may arise within the geographical and plans covering all hazards; and

WHEREAS, the city must train and practice on written plans; and

WHEREAS, the city must review for compliance and submit for review to the Dakota County Emergency Manager who will then forward to the State of Minnesota the plan for review and approval; and

WHEREAS, the City Council of the City of Inver Grove Heights believes that having a plan adopting and updating the plan will enhance the safety and security of the citizens of the City of Inver Grove Heights.

NOW THEREFORE BE IT HEREBY RESOLVED that the City Council of the City of Inver Grove Heights adopts by resolution the 2018 Inver Grove Heights Emergency Operations Plan.

Passed by the City Council of Inver Grove Heights this 8th day of January, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****SALE OF REAL PROPERTY ON 5039 BRENT AVENUE**

Meeting Date: January 8, 2018
Item Type: Consent
Prepared by: Carrie Isaacson, Admin Services
Coordinator
Contact: Joe Lynch, City Administrator
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: Authorization to Advertise and Solicit Bids for the Sale of Real Property Owned By the City of Inver Grove Heights on 5039 Brent Avenue.

SUMMARY: The City of Inver Grove Heights purchased a triplex 1-1/2 story home in April 2017. Due to the hazardous nature of the dwelling, the building was demolished, followed by an environmental assessment. The lot was also excavated and restored based on the City's Building Inspection and Engineering site plan guidelines for demolitions. The City has now determined the property is no longer needed for public purpose and that it would be beneficial to the City to sell it. The City proposes to solicit bids from the public.

The attached documents are from the City attorney's office providing the background information dealing with the City's acquisition of the property.

Acct. TAKES

American Land Title Association

Final ALTA Settlement Statement - Combined
Adopted 05-01-2015



750 Main Street, Suite 208
Mendota Heights, Minnesota 55118
Tel: (651) 455-4600
Fax: (651) 455-2574

File No./Escrow No.: 17-020237 RC
Print Date & Time: 04/11/2017 02:38 PM
Officer/Escrow Officer: Kim White
Settlement Location: 750 Main Street, Suite 208, Mendota Heights, MN 55118

Property Address: 5039 Brent Ave, Inver Grove Heights, MN 55076
Buyer: City of Inver Grove Heights
Seller: Lequyen Tran and Khai Tran
Lender:

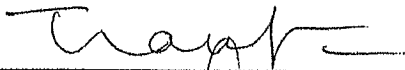
Settlement Date: 04/11/2017
Closing (Consummation) Date:
Disbursement Date: 04/11/2017

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	190,000.00	Sales Price of Property	190,000.00	
		Prorations/Adjustments		
	501.92	Property Tax @ 2,261.74 per 1 year(s) 4/11/2017 to 7/01/2017	501.92	
		Title Charges & Escrow/Settlement Charges		
		Closing Fee Buyer: DCA Title	250.00	

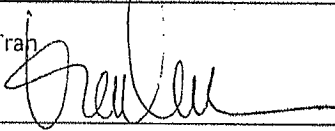
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Closing Fee Seller: DCA Title	295.00	
		Title Commitment Fee: DCA Title	525.00	
50.00		Payoff Processing Fee: DCA Title		
		Owner's Premium for 190,000.00: DCA Title	617.50	
		Government Recording and Transfer Charges		
1,130.87		Property Tax to: Dakota County Auditor/Treasurer 1st Half 2017 #20-30300-01-050		
		Property Tax to: Dakota County Auditor/Treasurer 2nd Half 2017 #20-30300-01-050	1,130.87	
627.00		SDT: DCA Title Recording		
		Deed Recording Fee: DCA Title Recording	46.00	
5.00		Conservation Fee: DCA Title Recording		
		Release Recording Fee: DCA Title Recording		
		Payoff(s)		
		Lender: M&T Bank		
186,025.09		Mortgage Payoff 186,025.09 Total Loan Payoff		
		Miscellaneous		
127.31		Final Water Bill: City of Inver Grove Heights		
Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
187,965.27	190,501.92	Subtotals	193,366.29	
		Due From Borrower		193,366.29
2,536.65		Due To Seller		
190,501.92	190,501.92	Totals	193,366.29	193,366.29

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize the DCA Title to cause the funds to be disbursed in accordance with this statement.

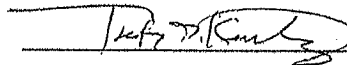


Lequyen Tran

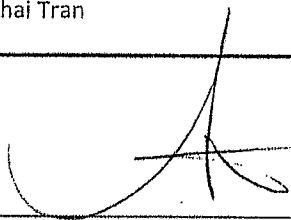


Khai Tran

City of Inver Grove Heights



Timothy J. Kuntz, City Attorney



Kim White, Escrow Officer

4/11/17

Receipt:# 491815

3186354

WD \$46.00
CONV \$5.00
SDT \$627.00
No Delinquent Taxes
Transfer Entered
CRV Filed



Recorded on: 4/13/2017 9:21 AM

By: SJS, Deputy

Return to:
ERECORDING PARTNERS
NETWORK
400 SECOND AVENUE
SOUTH

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder
Joel T. Beckman, Treasurer Auditor

MINNEAPOLIS MN 55401

(Top 3 Inches reserved for recording data)

WARRANTY DEED

Individual(s) to Business Entity

eCRV number: 040715

DEED TAX DUE: \$627.00

DATE: April 11, 2017

FOR VALUABLE CONSIDERATION, Khai Tran and Lequyen Tran, husband and wife ("Grantor"), hereby convey and warrant to the City of Inver Grove Heights, a Minnesota municipal corporation ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn., Dakota County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, encumbrances, judgments, and restrictions of public record, if any.

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☒ I am familiar with the property described in this Instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Khai Tran

Lequyen Tran

DCA TITLE
File # 17-020237
Abstract X Torrens
No. 1 of 1

(Top 3 inches reserved for recording data)

WARRANTY DEED

Individual(s) to Business Entity

eCRV number: 0240715

DEED TAX DUE: \$627.00

DATE: April 11, 2017

FOR VALUABLE CONSIDERATION, Khai Tran and Lequyen Tran, husband and wife ("Grantor"), hereby convey and warrant to the City of Inver Grove Heights, a Minnesota municipal corporation ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn., Dakota County, Minnesota.

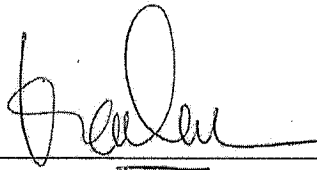
Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, encumbrances, judgments, and restrictions of public record, if any.

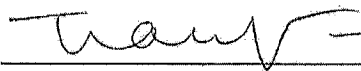
Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor



Khai Tran



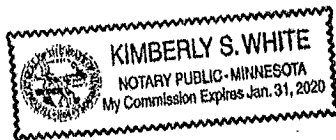
Lequyen Tran

DCA TITLE
File # 17-020237
Abstract X Torrens _____
No. 1 of 1

State of Minnesota, County of Dakota

This instrument was acknowledged before me on April 11, 2017, by Khai Tran and Lequyen Tran, husband and wife.

(Stamp)



A handwritten signature in black ink, appearing to be "K. White", written over a horizontal line.

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Timothy J. Kuntz, # 58993
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City of Inver Grove Heights
Attention: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
DAKOTA COUNTY ABSTRACT COMPANY DBA DCA TITLE
HASTINGS PROFESSIONAL BLDG.
1250 NORTH FRONTAGE ROAD
HASTINGS, MN 55033
PHONE: (651) 437-5600



Policy Number **OX-11835465** File Number: 17-020237

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

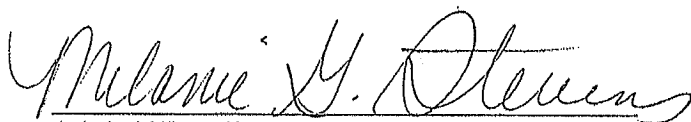
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

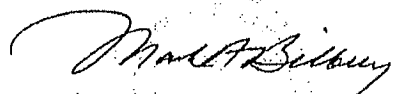
if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

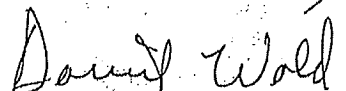
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Officer or Licensed Agent

By

 President

Attest

 Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

~~(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or~~
(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or ~~defending the action or proceeding, or effecting settlement, and~~

(ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

Name and Address of Title Insurance Company:

DCA Title

1250 North Frontage Road

Hastings, MN 55033

File No.: 17-020237 RC

Policy No.: OX-11835465

Address Reference: 5039 Brent Ave, Inver Grove Heights, MN 55076

Amount of Insurance: \$190,000.00

Premium: \$617.50

Date of Policy: April 13, 2017 at 9:21 AM

1. Name of Insured:

City of Inver Grove Heights, a Minnesota municipal corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Inver Grove Heights, a Minnesota municipal corporation

4. The Land referred to in this policy is described as follows:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota.

Abstract Property

SCHEDULE B

File No.: 17-020237 RC

Policy No.: OX-11835465

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year 2017 in the amount of \$2,261.74 are paid. (Base Tax amount \$2,261.74.) (Tax No. 20-30300-01-050.)

NOTE: Taxes for the year 2016 and prior years are paid in full.

Special Assessments and Taxes not yet due and payable.

NOTE: There are no special assessments now a lien on the premises.

sp

END SCHEDULE B

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: January 8, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Staff requests that Council approve the personnel actions listed below:

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

Finance

Guski, Andrew, Finance Intern

Parks & Recreation/VMCC

Anaya, Nicole, Lifeguard
 Brown, Sara, Lifeguard
 Earnest, Elizabeth, Recreation Instructor
 Heidelberg, Reilly, Outdoor Rink Attendant
 Kinkade, Westley, Lifeguard
 LaBarre, Matthew, Outdoor Rink Attendant
 Meester, Andrew, Outdoor Rink Attendant
 Myers, Noah, Outdoor Rink Attendant
 Schlieff, Marlee, Fitness Worker/Instructor
 Stidham, Joshua, Outdoor Rink Attendant
 Sweet, Ethan, Shift Lead Lifeguard

Please confirm the Termination/Resignation of Employment:

Parks & Recreation/VMCC

Cassida, Peter, Fitness Worker/Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

IGH Heat Soccer – Consider Application for Lawful Purpose Gambling Premises Permit at Overboard Bar & Grill, 4455 64th Street East

Meeting Date: January 8, 2018
 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 IGH Heat Soccer for a premises permit to conduct lawful purpose gambling operations at Overboard Bar & Grill, 4455 64th Street East.

SUMMARY:

IGH Heat Soccer has submitted an application for a premises permit to conduct lawful purpose gambling operations at Overboard Bar & Grill effective upon Council approval. IGH Heat Soccer will continue holding a lawful gambling premise permit at Celt's Pub 6559 Concord Blvd. The organization's gambling manager, Sarah Westall, has reviewed the City's local gambling ordinance and believes their organization would fulfill the intent of the ordinance which is to maintain the use of the proceeds within the City and defined trade area.

An investigation of the IGH Heat Soccer CEO, Gabriel Projas-Cardona and Gambling Manager, Sarah Westall was completed by the Police Department and the investigation was approved by the Police Chief.

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

RESOLUTION NO.

**RESOLUTION APPROVING THE APPLICATION OF
IGH HEAT SOCCER.
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT
OVERBOARD BAR & GRILL
LOCATED AT
4455 64th STREET EAST, 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, IGH Heat Soccer has submitted an application Lawful Gambling Premises Permit at Overboard Bar & Grill, 4455 64th East Street 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 Overboard Bar & Grill, located at 4455 64th Street East, 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 8th day January 2018

Ayes:
Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

IGH INVESTMENTS, LLC – CASE NO. 17-08PUD

Meeting Date: January 8, 2018
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 south side of Amana Trail, west of Target:

- a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential.
 - Requires 4/5th's vote.
- b) An Ordinance to rezone property from B-4/PUD to R-3C/PUD
 - Requires 3/5th's vote.
- c) A Resolution relating to a Preliminary and Final Plat and Preliminary PUD Development Plan Amendment and Final PUD for a 400-unit multiple family apartment complex.
 - Requires 3/5th's vote.
- d) A Resolution relating to a Conditional Use Permit for a 400-unit multiple family apartment complex.
 - Requires 4/5th's vote.
- e) A Resolution relating to making a negative declaration relative for the need for an EIS.
 - Requires 3/5th's vote.
 - 60-day deadline: January 16, 2018 (1st 60 days)

SUMMARY

The applicant is proposing a 400-unit apartment complex to be constructed in two phases. Phase 1 could consist of a 253-unit building and Phase 2 would be a 147-unit building.

The request would require a change to the Argenta Hills PUD development plan as well as change to the comprehensive land use plan designation and zoning. The two outlots proposed for development are currently approved for two big box commercial buildings totaling 182,500 square feet.

ANALYSIS

Comprehensive Plan Amendment

The development requires changing the land use designation of the parcels from Regional Commercial to High Density Residential. The staff report identifies the definitions of the two categories from the comprehensive plan and identifies some policies that appear to be relevant to the request from each category for either changing the land use or keeping as is.

This is the biggest issue to determine, whether to keep the current commercial designation in anticipation of future commercial development once the area matures, or change the plan to provide additional housing to support the existing commercial that has been slow to develop.

Rezoning

The request would require a change of zoning from the current B-4/PUD, Commercial Shopping Center District to R-3C/PUD, Multiple Family Residential District. The B-4 district is designed for commercial areas that have a connected design and serve from the region. The R-3C district is designed for the highest density projects which would typically be apartment buildings with densities of greater than 12 units per acre. The action on the comp plan amendment will dictate action on the rezoning.

PUD Development Plan and Plat

The project would be constructed in two phases. The first phase would be a 253-unit building constructed on the west side of the property. Phase 2 would be a 147-unit building on the east side of the property. The development would utilize the existing access points and service road that was constructed when the site was first developed. The building would be four stories with a height of 50 feet at roof mid-point. There is both surface and underground parking. Multiple internal trails are proposed with connections to the existing trails on Amana. The project complies with all Northwest Area Standards and no flexibility from requirements are being requested. Through the standard city-wide PUD standards, the applicant is requesting the project be allowed with 25 more units than the R-3C district would allow. The project provides extensive trails, walking paths and dog run areas to provide additional open space amenities to comply with requirements to allow for the additional density.

The platting consists of replatting two outlots and modifying the internal lot line for the two phases.

Conditional Use Permit

All multiple family developments require conditional use permits to be issued. All infrastructure needs are already in place. The project would be consistent with the review criteria provided the comprehensive plan amendment is approved.

Environmental Work Sheet (EAW) Review

Residential developments of 375 or more attached units require an EAW be completed. Normally this would not have been needed since the City completed an AUAR for the Northwest Area to eliminate individual parcel reviews. However, the AUAR assumed commercial development on this parcel, so a change of use would trigger the need for an individual parcel review. The EAW was distributed to all required government agencies and responses were received from seven agencies. None of those agencies requested an EIS be done. The Environmental Commission reviewed the request and did not find need for an EIS. A resolution is included stating a negative declaration is made and no further environmental review is necessary.

RECOMMENDATION

Planning Commission. The Planning Commission held the public hearing which lasted approximately two hours. Over 15 individuals spoke on the request. The public's biggest concern was changing the plan and that they bought in the area with the expectation of more commercial development. They are opposed to changing to multiple family residential and also had concerns on the height of the structure.

The Planning Commission stated they were looking at the totality of the city when making their decision. They supported a mix of housing type and felt the apartments would provide for different housing choices and provided options for aging in place for residents. They also stated that the comprehensive plan is a living document and changes can and will happen.

The Planning Commission recommends approval of the requests as presented (8-0).

The Housing Committee also drafted a letter in support of the change.

Planning Division. Planning recommends approval of the land use change and PUD based on the following:

- Commercial development remains slower post 2008 recession. Retailing has changed with increasing business being done on the internet which has resulted in less traffic and need for brick and mortar stores. The geographic location of the city between larger markets such as Eagan, Woodbury, makes commercial development challenging.
- The addition of more residential in the area should create shopping demand to help fill the vacant store fronts.
- The project would add a different housing mix and density that is anticipated in the Northwest Area and identified in the Housing chapter of the comprehensive plan.

Attachments:

- Ordinance on Rezoning
- Resolution on Comprehensive Plan Amendment
- Resolution on Preliminary Plat and Preliminary PUD
- Resolution on Conditional Use Permit for multiple family
- Resolution on Negative Declaration for an EIS
- Additional e-mails from residents submitted after the public hearing
- Planning Report
- Environmental Assessment Work Sheet – Inver Grove Apartments

**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. 17-08PUD
(IGH Investments)**

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 properties located within the City of Inver Grove Heights from B-4/PUD, Commercial Shopping Center District to R-3C/PUD, Multiple Family Residential District, to wit:

**Outlots C and D, Argenta Hills, Dakota County, Minnesota, according
to the recorded plat thereof**

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

Ordinance No.
Page 2

publication according to law.

Enacted and ordained into an Ordinance this ____ day of _____, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF THE PARCELS FROM RC, REGIONAL
COMMERCIAL TO HDR, HIGH DENSITY RESIDENTIAL**

**CASE NO. 17-08PUD
(IGH Investments)**

WHEREAS, an application has been submitted for property legally described as;

**Outlots C and D, Argenta Hills, Dakota County, Minnesota, according to the recorded
plat thereof**

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on December 21, 2017, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT TO BE KNOWN AS
ARGENTA HILLS 11TH ADDITION AND PRELIMINARY PUD DEVELOPMENT PLAN
AMENDMENT AND FINAL PUD DEVELOPMENT PLAN FOR A 400-UNIT MULTIPLE
FAMILY DEVELOPMENT WITHIN THE ARGENTA HILLS PUD**

**CASE NO. 17-08PUD)
(IGH Investments)**

WHEREAS, the City Council approved a preliminary plat and preliminary PUD development plan for a seven (7) lot and seven (7) outlot subdivision and an approximately 410,000 square foot retail and 154 unit residential development on October 22, 2007;

WHEREAS, the City Council approved a preliminary PUD amendment altering the lot number and design of one of the residential neighborhoods in the northeast corner resulting in a reduction in the housing number top 139 units on September 13, 2010;

WHEREAS, the City Council approved a revised preliminary PUD development plan has been submitted altering one of the residential neighborhoods in the original preliminary PUD from a 44 unit townhouse development to a 39 unit detached single family development on the north side of Amana Trail on September 10, 2012;

WHEREAS, the City Council approved a preliminary PUD amendment altering the lot number and design in Argenta Hills 8th Addition, which resulted in a further reduction of approved housing units to 122 on September 23, 2013;

WHEREAS, a preliminary and final plat and preliminary PUD development plan amendment and final PUD development plan application has been submitted to the City to be known as Argenta Hills 11th Addition for property legally described as;

**Outlots C and D, Argenta Hills, Dakota County, Minnesota, according to the recorded plat
thereof**

WHEREAS, a revised preliminary PUD development plan has been submitted for a 400-unit multiple family apartment complex and eliminating 182,500 square feet of commercial;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 21, 2017;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat for Argenta Hills 11th Addition, and Preliminary PUD development plan amendment and Final PUD Development Plan for a 400-unit multiple family apartment complex is hereby approved subject to the following conditions:

1. The 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	dated 11/15/17
Civil Site Plan	dated 11/15/17
Grading and Erosion Control Plan	dated 11/15/17
Utility Plan	dated 11/15/17
Tree Planting Plan	dated 11/15/17
Shrub Planting Plan	dated 11/15/17
Planting Bed Details	dated 11/15/17
Rain Garden Planting Details	dated 11/15/17
Lighting Illumination Plan	dated 2/3/17
Phasing Plan	dated 11/15/17
Open Space Plan	dated 11/15/17
Exterior Elevation Plans (4 sheets)	dated 11/12/17

2. Prior to work commencing on site, 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. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
5. Park dedication shall consist of a cash contribution in the amount of \$3,600 per unit.

6. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
9. The conditions of Resolution #14-133 shall continue to be in effect for the entire Argenta Hills Planned Unit Development.

Passed this ____ day of _____, 2018.

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 400-UNIT MULTIPLE
FAMILY DEVELOPMENT APARTMENT COMPLEX**

Case No. 17-08PUD
(IGH Investments)

WHEREAS, the request is for the property located south of Amana Trail, between Argenta Trail and Hwy 3, and legally described as:

**Outlots C and D, Argenta Hills, Dakota County, Minnesota, according to the recorded plat
thereof**

WHEREAS, the aforescribed property is zoned R-3C/PUD, Multiple Family Residential District;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on December 21, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a 400-unit multiple family development apartment complex is hereby approved subject to the following conditions:

1. The 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	dated 11/15/17
Civil Site Plan	dated 11/15/17
Grading and Erosion Control Plan	dated 11/15/17
Utility Plan	dated 11/15/17
Tree Planting Plan	dated 11/15/17
Shrub Planting Plan	dated 11/15/17
Planting Bed Details	dated 11/15/17
Rain Garden Planting Details	dated 11/15/17

Lighting Illumination Plan	dated 2/3/17
Phasing Plan	dated 11/15/17
Open Space Plan	dated 11/15/17
Exterior Elevation Plans (4 sheets)	dated 11/12/17

2. Prior to work commencing on site, 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. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
5. Park dedication shall consist of a cash contribution in the amount of \$3,600 per unit.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
9. The conditions of Resolution #14-133 shall continue to be in effect for the entire Argenta Hills Planned Unit Development.

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 ____ day of _____, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION MAKING A NEGATIVE DECLARATION RELATIVE TO THE NEED FOR
AN ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR AN APARTMENT PROJECT
OF MORE THAN 375 UNITS**

**CASE NO. 17-08PUD
(IGH Investments)**

WHEREAS, IGH Investments, Inc is proposing an apartment development consisting of 400 units; and

WHEREAS, a multiple family development of greater than 375 units requires the preparation of an Environmental Assessment Worksheet; and

WHEREAS, the City has submitted a copy of the Environmental Assessment Worksheet to all public agencies on the distribution list, provided a press release to the local paper, and published a Notice of EAW Availability in the EQB Monitor, all of which were done in accordance with State Statute and Minnesota Rules; and

WHEREAS, the thirty (30) day comment period ended on June 7, 2017, with public agencies commenting; and

WHEREAS, The Inver Grove Heights Environmental Commission reviewed the EAW on June 22, 2017 and recommended no need for an EIS; and

WHEREAS, the City of Inver Grove Heights acknowledges responses from the Minnesota Historical Society, Dakota County, Metropolitan Council, Minnesota DNR, MnDOT, MPCA, Army Corp of Engineers; and

WHEREAS, none of the commenting agencies declared a need for an Environmental Impact Statement on the project; and

WHEREAS, the City of Inver Grove Heights finds that the project proposed by IGH Investments, Inc. does not have the potential for significant environmental affects to warrant the preparation of an Environmental Impact Statement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a negative declaration is made on the need for an Environmental Impact Statement for the 400-unit apartment complex.

Passed this _____ day of _____, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Allan Hunting

From: Michelle Tesser
Sent: Wednesday, December 20, 2017 12:03 PM
To: Kim Fox; Allan Hunting; Heather Botten
Subject: FW: Proposed Project Amana Trail

Please read and add to the agenda item.

From: Kara Perry
Sent: Wednesday, December 20, 2017 11:14 AM
To: Joe Lynch ; Michelle Tesser
Subject: Fwd: Proposed Project Amana Trail

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)
City of Inver Grove Heights | [8150 Barbara Ave](http://8150BarbaraAve.com) | [Inver Grove Heights](http://InverGroveHeights.com) | [Minnesota](http://Minnesota.com) | 55077
kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Date: December 20, 2017 at 11:10:06 AM CST
To: <gtourville@invergroveheights.org>, <tbartholomew@invergroveheights.org>, <rpiekarskikrech@invergroveheights.org>, <kperry@invergroveheights.org>, <phark@invergroveheights.org>
Subject: Proposed Project Amana Trail

Good Morning,

My name is Samantha Fitzgerald and I live at 7668 Addisen Path. I am writing to you all after attending the planning commission meeting last night on the proposed rezoning from retail to high density for the outlots C & D in Argenta Hills.

I am disappointed with the outcome of this meetings as I feel like the 30+ residents who attended voices were not heard.

The Planning Commission stated that now that this passed it would be before you on January 8th. I am requesting that you delay this agenda item. Due to the holidays I feel like our community does not have enough time. We would all like to speak with you, show you our neighborhood, walk the proposed area with you all and I don't think will give us all an adequate amount of time.

Thank you very much for your consideration. Have a wonderful week.

Samantha Fitzgerald & Jayme Ross
7668 Addisen Path
703-850-6035

Allan Hunting

From: Tom Link
Sent: Wednesday, December 20, 2017 4:07 PM
To: Allan Hunting
Subject: FW: Meeting

From: Tom Bartholomew
Sent: Wednesday, December 20, 2017 2:56 PM
To: Tom Link ; Joe Lynch
Subject: Fw: Meeting

more input

From: Pluff, Katie
Sent: Wednesday, December 20, 2017 11:56 AM
To: George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark
Subject: Meeting

Hello,

I went back and forth on sending this email or not, I decided I would sleep on it and see how I felt in the morning. Unfortunately, it's all I've been able to think about. I attended the Planning Commission meeting last night regarding the Argenta Hills outlots C & D. We probably had 30+ neighbors in attendance. I found the meeting to be not only one sided, but it felt as though the decision had already been made before we walked into the room. The developer had obviously already met with the committee without our knowledge and was able to chat with them well before the meeting highlighting his side. There were a number of points raised that I don't feel like the committee had an answers to. Mainly, why this lot when it's the only retail zoned space in the Northwest corner and the only space still available for regional retail? There are currently, three other areas within a mile of Argenta Hills that are already zoned for high density living. When they get the residents they apparently need to bring in retail where will the retail go?

Our homes were designed so that the majority of our windows are in the back of our homes as we are very close to our neighbors so we would not look into each other's houses. I will now have absolutely no privacy as my home will now also look directly into windows of apartments. I feel as though if the apartments would have been there first, our homes and neighborhood would have been designed differently. You have the ability to do this with the lots that are already zoned for high density, to build the apartments before the rest of the neighborhood.

I also felt as though the committee was a bit condescending and were snickering at some of our comments. At one point, I was asked if I knew that the neighborhood I lived in had been re-zoned and people were not happy about it. The answer was "no, I didn't know that", I left the meeting feeling as though I wish I wouldn't have bought my home and I felt guilty as though I had done something wrong in purchasing it. The meeting

timing was also extremely difficult. One of our neighbors reached out to the city in early December because we had not heard anything on the development in months. She was then told a meeting was on the books for about three weeks later, 6 days before Christmas. We had to dedicate time during this holiday season to reading the comprehensive plan, coming up with talking points and meeting with other neighbors when we should have been spending time with our families, not preparing for a fight which had been continuing behind closed doors without our knowledge.

We met with the developer and voiced our concerns and nothing on the plan was changed. I get it things change, but just because a developer invested in a piece of land and he is losing money doesn't that mean we need to put him above what is best for the city in the long run. Why can't we use the lots already zoned for high density and leave these lots as a future for our city. I don't think you will find many neighborhoods that will embrace retail in their backyards and we would willingly do so.

Thank you for your time.

Katie Pluff
7670 Addisen Path



Katie Pluff

Manager, Partnership Activation
Minnesota Vikings Football, LLC
1010 S. 7th Street – Suite 500 | Minneapolis, Minnesota 55415
P: (952) 918-8585  | M: (612) 297-6492 
E: PluffK@Vikings.NFL.net

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Tom Bartholomew | City Council Member

Tel: 651-450-2505
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
tbartholomew@invergroveheights.org | www.invergroveheights.org

Allan Hunting

From: Tom Link
Sent: Wednesday, December 20, 2017 4:09 PM
To: Allan Hunting
Subject: FW: Argenta Hills

From: Tom Bartholomew
Sent: Wednesday, December 20, 2017 2:58 PM
To: Tom Link ; Joe Lynch
Subject: Fw: Argenta Hills

more

From: ROSS, JAYME
Sent: Wednesday, December 20, 2017 2:19 PM
To: Tom Bartholomew
Subject: Argenta Hills

Tom,

I am writing to you in regards of the re-zoning on Argenta Trail. I strongly believe that this is not only a bad idea for our neighborhood but the entire city of Inver Grove. This piece of land has the opportunity to be a shopping hub for the entire community, and there are very limited other spots that could provide a "one stop shop" in the rest of the city. Putting up an apartment does drive more people for retail, but is a band aid for a large wound. The 600 or so people this would bring would still not drive business to our city and would take away a prime piece of land that could have a much bigger use down the road. I ask that both you and the entire city council think about what's best long term for Inver Grove and not a "quick fix." Thank you for your time, I greatly appreciate it.

Jayne Ross

Jayne Ross

Allstate Insurance

651-917-2445 

507-581-0513(C)

JaymeRoss@Allstate.com

Allan Hunting

From: Kim Fox
Sent: Thursday, December 21, 2017 12:13 PM
To: Allan Hunting
Subject: FW: Argenta

From: Michelle Tesser
Sent: Thursday, December 21, 2017 9:27 AM
To: Kim Fox
Subject: FW: Argenta

From: Kara Perry
Sent: Wednesday, December 20, 2017 6:00 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Cc: Michelle Tesser <mtesser@invergroveheights.org>
Subject: Fwd: Argenta

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)
City of Inver Grove Heights | [8150 Barbara Ave](#) | [Inver Grove Heights](#) | [Minnesota](#) | [55077](#)
Kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Jaime Besser <JaimeBesser@homeservices.com>
Date: December 20, 2017 at 1:14:42 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>
Subject: Argenta

I apologize for the length of the email (and any typos), but please read.

Dear Inver Grove Heights City Council:

I attended the planning commission meeting last night and it was clear to everyone that the decision was already made before we set foot in the door and the committee was dismissive and condescending. I understand that you have an obligation to city of Inver Grove heights and not just the Argenta Hills neighborhood, but as taxpayers that pay \$6k in property taxes every year for our 2 x 2 lots with zero amenities (no sidewalks, no park), it would have been nice to be given a fair shot.

I am asking you to consider pushing the meeting back from Jan 8th and give us more time outside of the holidays to meet with you face-to-face. The timing of all of this is suspect.

We as a community would like equal facetime with the city council that apparently was given to the developer. Planning commission and housing commission seem to already have made up their minds. Up until a few weeks ago we were all under the impression that this deal was dead. We are not experts on how these things work and we realize we come with personal “feelings”, but the commission didn’t need to be so dismissive. As actual members that are voted in, I hope you won’t be.

I can’t help, but have “feelings” as I put my life savings into my dream home and because I couldn’t afford to pay the \$25k lot fee upgrade to be on the other side, my backyard is now going to be an apartment complex.

I would also like to make some points on last’s night’s meeting:

- 1) First off is the taxes. Of course an apartment complex is going bring in more property taxes than retail, but have sales taxes even been considered?
- 2) Is there a way to reach out to Target and actually see how financially they have been doing in Inver?
- 3) We realize retail is change, but it is hard for us to understand when we see other cities thriving when it comes to commercial space. Have other cities/mayors been contacted, have commercial real estate agents been contacted? Can the city work with landlords to do market rate comparisons, incentive comparisons? Can the city give some tax cuts to incent landlords to modernize or beautify their buildings? Is the city being too restrictive? Has the city worked with McGough’s real estate agents to offer incentives or tax breaks like you did with Target?
- 4) If this property is re-zoned to high-density, Inver is going to lose a chance to create a destination hub that can bring in outside consumers. The location is prime. There isn’t a better one in Inver Grove. Don’t give up on this space!
- 5) You can add density to the area, by building apartments in the areas already zoned. They don’t have to be in these lots just because there is a current investor wanting them to build and because they look pretty. That shouldn’t drive your decision.
- 6) Why is 1 mile radius relevant in commercial? At a 3 mile radius, Inver seemed very comparable.
- 7) One of the commissioners asked McGough on his track record for these projects and he said 100%, but they sell them off as soon as they are built, so I am not sure if this is accurate.
- 8) One of the housing commissioners made a good point last night about not blindsiding people in the future and build the high-density and the affordable housing first so there are no surprises. Blindsided is how our whole community feels. In addition, we feel forgotten and often made fun of for our big houses on the tiny lots. I have heard the same thing for the park guy for 4 years. There were a lot of concessions made according to the planning commissioners last night, but those concessions were not made to us, they were made to the developers at our expense, without our knowledge. How can we have no sidewalks and how are 3 single-family home developments going up without one contingency on a park? We feel like we have been failed by the city and this is adding fuel to the fire.

I mentioned last night that I talked to a commercial real estate agent for 45 minutes yesterday to gain a better understanding of Inver Grove Heights abundant commercial space. This

commercial real estate agent was very frank with me, and albeit this is one person's opinion, I found their comments very unsettling. I have that list for you if you are curious or want to meet to discuss.

I went off script last night and got flustered, but I have included my letter to the Planning Commission in its entirety below.

Hello,

My name is Jaime Besser and I live at 7656 Addisen Path. My kitchen window and backyard look directly into the vacant lots that have been proposed for re-zoning. We purchased our lot in 2013 with the knowledge that the vacant lots that my house backs up to were zoned for retail. When the retail piece of the development project failed, McGough obviously had to get creative on how to offload the empty lots.

Several months back the neighborhood (and those surrounding) were approached by McGough of their proposed re-zoning because the retail piece of the project had failed. They pitched their "luxury" apartment complex that caters to single young professionals with stainless steel appliances, fitness center, fancy recreation room, dog park, pool and outdoor living area and lots of green space.

It sounds great in theory, but no one has yet to be able to answer my question of "what happens when this fails"?

Suburban luxury apartments aren't going to survive in Inver Grove Heights in its current state, but I believe they can in the future. McGough and his investors are putting the cart before the horse.

There has been lots of talk of "roofs" and how they play a role in retail. There have been two new single-family and 1 townhouse development that have started since the initial plan of Argenta Hills and that didn't change anything. There are 35k people in Inver Grove and on Colliers website for Argenta they quote that there are 41,000 people within a 3 mile radius. What is 600 more going to do? Plus if they need 600 more, there is a lot across 3 that is zoned high-density in the 30 year plan and is within one mile. So this re-zoning goes against the cities' comprehensive plan and doesn't make sense.

The real issue here is the traffic. Part of any cities' plan needs to include how to increase the economic base, which derives from the production of goods and services in excess of local consumption. Meaning we need businesses owned by outsiders and we need people coming into Inver to spend money from the outside. I will admit that I am part of the problem because outside of Target I spend all of my money in Eagan due to the convenience factor of all the different retail hubs. I am a working mom of two and I don't have time to drive all over the place to get my errands done.

Inver doesn't have to become as big as Eagan, but there is so much potential given its location.

The population in Eagan is 63,000, but during the daytime the population is 128,000 because of businesses, so while "roofs" is a good scapegoat, 600 isn't going to solve this problem.

It is in the planning commission's best interest to leave these lots zoned for retail and recommend to the city that a comprehensive study be conducted on why retail avoids Inver

Grove Heights and why retail can't seem to thrive here. These lots are currently the best chance that Inver Grove has to create a destination, which other than Gertens, Inver is lacking. I spoke with a commercial real estate agent for 45 mins today about his thoughts on Inver Grove Heights businesses and this project. He does commercial real estate in Inver and the surrounding area. He was very outspoken on his belief that Inver Grove Heights is not pro-business. He mentioned that even Target had many challenges and hoops to get through. If businesses hear Target had issues it is going to scare them away.

Eagan is almost 100% developed and there is a lot of undeveloped land in Inver Grove Heights. We should be able to benefit off of the over-flow, but there is this wall that businesses don't want to crossover and according to the real estate agent I talked to Apple Valley is the one that is benefiting the most. What are we doing wrong is the question the city needs to ask itself? It needs to reach out to Eagan, Mendota, Woodbury, etc. and start asking questions.

I have two more quick points to make:

Currently the Twin Cities vacancy rate is at 2.7%, up from 2.3% last year. 5% is considered a normalized rate, so investors and developers have raced to build apartment complexes:

3,642 units delivered in 2015

3,700: Units delivered in 2016

5,400: Units expected to be delivered in 2017

7,200: Units expected to be delivered in 2018

Source: Marcus & Millichap Fourth Quarter Multifamily Market Report

On top of that rents have increase 7.8% year over year.

At some point the rental/apartment market is going to be overbuilt and this project is coming on the tail end of it.

If you google apartments in the Minneapolis/St. Paul business journal there is an article every week about a new approval for a complex.

Those complexes are being built by the Mall of America (a McGough project), parking lot of Ridgedale center, Remington Cove in Apple Valley, downtown Minneapolis and St. Paul, City Vue in Eagan. All of which the apartments came after the strong retail presence and provide the type of convenience that single young professionals and empty nesters are looking for. Not to mentioned the 3 million square foot space being built at the Vikings practice field that is going to include retail, restaurants, townhomes and apartments.

2 questions for you:

- 1) If supply and demand are equal and you are a single young professional or even an empty nester where would you rather live? Near a Target, sushi place, and a pet dermatologist or walking distance to grocery, bars, restaurants, retail?
- 2) So what happens when this fails?

Jaime Besser

VP and Corporate Controller | HomeServices of America, Inc.
333 S 7th St, Suite 2700 | Minneapolis, MN 55402

Phone: 612-336-5574



Allan Hunting

From: George Tourville
Sent: Tuesday, December 26, 2017 10:07 AM
To: Joe Lynch; Allan Hunting; Tom Link
Subject: Fwd: Planning Commission Meeting 12/19/2017

FYI

Begin forwarded message:

From: John Murphy <johnandlisamurphy@me.com>
Date: December 26, 2017 at 7:18:27 AM CST
To: <tbartholomew@invergroveheights.org>
Cc: <gtourville@invergroveheights.org>, Jennifer Gale <jennifer@riverheights.com>, John Murphy <roadrunner34@me.com>
Subject: Planning Commission Meeting 12/19/2017

Good morning Tom -

You and I have spoken in the past about the proposed amendment to the city's comprehensive plan to allow for high density housing west of the Target Store. I have some additional information to add to my previous comments. I attended the last Planning Commission meeting, as did many of my neighbors who are opposed to this amendment, and it was clear we had already lost the battle. We witnessed a planning commission that felt comfortable joking about our concerns, as well as selectively interrogating those testifying about past changes to the comp plan. We also witnessed personal relationships between one citizen in favor of the change, he represented low income housing, and some members of the planning commission. My neighbors and I brought up some very valid concerns around safety, traffic, site lines, home values and the time it takes to build viable retail in a community. Though the words were said "all will be heard" we did not feel heard. It was simply amazing to hear that a corporate citizen like Target carries so much weight with the city and the developer. If Target plans on moving out, they will, nothing will stop them, certainly not 400 more apartments near by. I doubt however they will move as I have it on good authority comparable sales have increased year over year.

Here's what's most important however. The meeting was suppose to be a public hearing. Often times members of the planning commission would parrot what the developer had told us in community meetings. It was clear to many citizens the decision was already made thus violating our due process rights. In addition, after listening to the proceedings, I believe it's possible open meeting laws were violated. However because of the holidays I have not had a chance to discuss this concern with my neighbors or others.

Please be advised, we continue to be opposed to this amendment and would ask the city to give an unchanged comprehensive plan a chance. This continues to be a market timed opportunity for the developer not the citizens of IGH.

I have additional comments, concerns and observations I am happy to share but in the interest of brevity I will keep it short for now. Please feel free to contact me any time my information is listed below. I will be copying this letter to the mayor as well but will stop there as I trust it will be discussed at length at the next council meeting.

Best regards,

John K Murphy
7652 Addisen Path, IGH
651-503-3443
email: roadrunner23@me.com

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Allan Hunting

From: Michelle Tesser
Sent: Wednesday, December 27, 2017 4:51 PM
To: Allan Hunting
Subject: FW: Argenta Development concerns

From: Kara Perry
Sent: Tuesday, December 26, 2017 6:47 PM
To: Joe Lynch
Cc: Michelle Tesser
Subject: Fwd: Argenta Development concerns

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)
City of Inver Grove Heights | [8150 Barbara Ave](#) | [Inver Grove Heights](#) | [Minnesota](#) | [55077](#)
Kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Grete Tiemeier <gretestribe@gmail.com>
Date: December 26, 2017 at 3:15:19 PM CST
To: <gtourville@invergroveheights.org>, <tbartholomew@invergroveheights.org>, <rpiekarskikrech@invergroveheights.org>, <kperry@invergroveheights.org>, <phark@invergroveheights.org>
Subject: Argenta Development concerns

Hello,

I'm an IGH resident living in the Argenta neighborhood across from the Target. My husband recently attended the city planning meeting to review rezoning the commercial lot next to our neighborhood. We have a lot of concerns about the rezoning efforts and methods taken. I'm hoping to have a constructive conversation about their recommendation to rezone, with hopes that our side of the position can be heard prior to the final decision being made by your council. I apologize in advance for the length of this email, merely wanting to ensure you understood the extent of the impact this decision will have on us.

To begin with, the meeting felt like a complete waste of 3 hours of the residents' time as it became clear a decision had already been made by the zoning committee. While we appreciate that each committee member has a perspective, part of their role as a leader in our community is to listen to the members of the community with an open mind, especially those who will be so drastically impacted by the decision. It was disappointing that this wasn't the case.

After extensive research on the issue, there are several concerns with the proposed rezoning. The primary concern is the lack of viable retail space to draw people into our city. There has been a large push to develop land for housing in IGH, part of what drew us to IGH from Eagan. Yet there is very little incentive to keep our dollars here, nor anything to draw residents from other cities into our city to spend their money either. I guarantee the majority of our neighbors (as well as us) drive to Eagan to do

all of our shopping, dining, and services. Cahill and the IGH downtown district is run down with little reason to stay in town. We've lived here over 4 years and I can only think of a few times that we've spent any money in IGH. Let's use Eagan's resurgence as motivation, rather than becoming a bedroom community for them.

Long range planning for this property has been slated as retail. While having another big-box store in our backyard isn't ideal, we knew that was the plan when investing in our property in IGH. A high-density apartment building was not part of the plan. We're already struggling with high levels of crime in our neighborhood and the adjoining neighborhoods. We've had to be vigilant beyond reason for criminal activity, and we've all had to invest in locking mailboxes, cameras, extra security, and more. Adding significantly more residents to the area is a major concern. More people = more crime. Additionally, there is not enough parking planned with the apartments, so we're concerned it's going to push more people into our neighborhood, where parking is already scarce. It also prevents us from being familiar with vehicles who live in the neighborhood so we can call in the suspicious vehicles, most of who prove to be thieves stealing our mail, packages, and cars.

Inver Grove is not known for high quality apartments. Eagan, even with all the retail and amenities they offer, struggles to fill their new luxury apartments. We know from experience that IGH is known for cheap apartments, which leads to criminal behavior. When we first moved to the Twin Cities nearly 13 years ago, we lived in IGH because it was less expensive than the surrounding areas. We couldn't wait to get out of our lease due to the other inhabitants in our apartment complex, and felt incredibly unsafe to even walk to the car in broad daylight. And that was after a lot of research prior to signing our lease to ensure we were in one of the "good" locations! We moved to Eagan as fast as we could, and now are beginning to regret the decision to move back.

Several of our residents have attempted to rent space in the retail by Target. There is a mutual feeling that the developer has been making it very challenging to rent this space in order to support their cause to build these apartments. It's not a fair landscape.

We all want to live in a safe, supportive community. We'll do all we can to support any business that moves into the area, and want to help make IGH be a leader in the Twin Cities. We truly want to help you and IGH succeed. Please be part of the effort to support growth of business rather than lining the pockets of a developer who doesn't have the best interest of the community in mind.

*PS - we want a park and were told during Night to Unite we were getting one. Where do we stand on that? There are close to 100 kids in the area and that number is growing with all the new housing that is aimed at families with young kids. Allowing each of our housing developers to build without playground space seems unfair. Once again, it feels as if the committees are more focused on the developers than the residents.

thank you
Grete

Allan Hunting

From: tebbitt@comcast.net
Sent: Friday, December 29, 2017 3:06 PM
To: Allan Hunting
Subject: Re: IGH Investments LLC

Allan,

Please forward this to the City Council for their meeting in early January regarding the project. Thank you.

On December 18, 2017 at 9:32 PM tebbitt@comcast.net wrote:

Attention Allan Hunting, Planning Commission:

We understand that the Commission is proposing to change the land use/zoning from commercial to high density housing in order to get the project built. Building this project does not make sense because it will only add to the traffic problems on the already busy Hwy 55. *Your own project literature posted on the agenda packet for Dec. 19th meeting refers to Hwy 55 as being a busy noisy highway .* We are struggling to get to work going west every morning now so when we read this proposal, we were extremely surprised and concerned. In our opinion, living here since 2002, Hwy 55 is not able to keep up with the traffic now and if they add 400 residences in that area it will be terrible. My commute going west on Hwy 55 to work in Minneapolis and my husband's commute to Edina daily since we moved here has increased between 15-30 minutes on a normal day and it has increased an hour or more on bad weather days (most winter days are bad). I see you have a traffic study that did a comparison between commercial traffic and residential and it reads that in one direction it will increase traffic and in another direction it will reduce it, but if it will increase traffic at all, it is a bad idea. The road needs to be increased to more than two lanes before that many residences are added in one area . The traffic has increasingly become a problem because of all the new single housing projects that have been recently built in the area around Target, on 70th and Argenta Trail. That has been fine to see development, especially single family housing, but we have been wondering when someone would evaluate the traffic situation for Hwy 55 since those projects were built. Adding another 400 residences in the same area as the new single family housing projects will increase the traffic problems we are already experiencing on Hwy 55.

It is very concerning that they want to change the land use to high density to build this project. 400 rental units being built there is worse in our opinion than having commercial built there because most commercial traffic usually starts after rush hour in the morning and it gets spread out during the day and residential traffic is concentrated at similar times in the morning and at similar times in the evenings with the daily commutes to and from work. People travelling west to work in the cities west of Inver Grove are dealing with frustrating traffic problems now. Just getting over the Mendota Bridge in both directions is very time consuming now when weather is wet with rain, snow, ice or if there is a stalled car or an accident and it backs up quite a ways on Hwy 55. We live right off of Hwy 55 off of Argenta Trail. We request that the project proposed not be approved and the land use/zoning not be changed in order to build the project.

Thank you

Michael and Cynthia Tebbitt

7920 Alberta Way

Inver Grove Heights MN 55077

Allan Hunting

From: Michelle Tesser
Sent: Wednesday, January 03, 2018 1:32 PM
To: Allan Hunting
Subject: FW: Proposed Project Amana Trail

For your item.

From: Kara Perry
Sent: Wednesday, January 03, 2018 1:15 PM
To: Joe Lynch
Cc: Michelle Tesser
Subject: Fwd: Proposed Project Amana Trail

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)
City of Inver Grove Heights | [8150 Barbara Ave](http://8150BarbaraAve.com) | [Inver Grove Heights](http://InverGroveHeights.com) | [Minnesota](http://Minnesota.com) | [55077](http://55077.com)
Kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Date: January 3, 2018 at 10:00:56 AM CST
To: <gtourville@invergroveheights.org>, <tbartholomew@invergroveheights.org>, <rpiekarskikrech@invergroveheights.org>, <kperry@invergroveheights.org>, <phark@invergroveheights.org>
Subject: Re: Proposed Project Amana Trail

Good Morning,

I am writing you to express my concerns about a proposed project (Argenta Outlots C & D in Argenta Hills) that will come before you on January 8th.

It is unfortunate the planning commission voted to allow the change from a retail to a high density space, but now that is passed we can discuss the merits, or lack thereof, of this project. These 4 story, 55 foot structures go completely against what we as homeowners were told would be in that lot when we all purchased our homes. First off, 400 units is too many. In fact, city staff in their report stated this parcel of land can only hold 375 units at most. Even that is 23 units per acre! As you know 12 units per acre is considered high density, that is nearly double of what the definition is.

I don't think this is the right place for high density housing, especially with many other high density projects going up, already approved and being built, within 4 miles of this area.(For example, in Mendota Heights off Dodd and 110, 140 luxury units are already pre-leasing. If you want to see how big this project would be please take the time to drive by this project, what this developer is proposing in Inver Grove is over 2.8 times larger then the Mendota Heights project!)

There are a lot of areas throughout the City that are already zoned for these type of projects as called out in the City's comprehensive plan, if the City feels they need a project like this, why not build it in already zoned, planned multi-use or high density areas? For example as called out in the Comprehensive plan:

- "Robert Street and 70th Street West: The Comprehensive Plan designates the area at the intersection of South Robert Trail and 70th Street West as mixed use. The vision for this area is to establish a neighborhood hub that integrates higher density residential uses with neighborhood commercial services."
- "Concord Blvd Higher density residential uses should be supported not only as a means to redevelopment but as a means of intensifying the corridor to support commercial uses, provide a labor force and take advantage of public improvements such as Heritage Park."
- "494 Interchange area could support high density"

The plan states that higher density housing opportunities around "transit stops provide opportunities for more sustainable life styles that are less dependent on the automobile." There are NO transit stops anywhere near this proposed project. This will not attract the residents that the developer is promising us and the City. In fact, the developer changes who they state they are targeting for this project depending on the audience. They have told the neighborhood that this project will attract young professionals but when in front of the planning commission they stated families. The bottom line is they don't have an idea who they are trying to attract and this project will fail.

Lastly, according to the 2017 State of the State Housing Study Dakota county has a high percentage of owners, 78% versus renters. In fact the trend in Dakota County is actually renters are going down 2 percent from 2000-2015. That is 86 of 87th in the entire state. I don't think what this county needs is rental properties, especially such a large scale project. The developers are trying to show national rental trends, but let's look at what the City of Inver Grove Heights needs.

I appreciate you taking the time to research this project beyond what is good for just one developer. Overall this is too big, too many cars, too many people, not enough road structure and, most importantly, not enough demand for a 400 studio to 3 bedroom unit apartment complex.

I urge you not to support this project. Thank you for your time.

Samantha Fitzgerald
7668 Addisen Path
[703-850-6035](tel:703-850-6035)

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

REPORT DATE: December 14, 2017

CASE NO: 17-08PUD

APPLICANT: IGH Investments, LLC

REQUEST: Comp Plan Amendment, Rezoning, Preliminary Plat, Preliminary PUD Development Plan Amendment and Final Plat and Final PUD Development Approval and Conditional Use Permit for Argenta Hills 11th Addition – Argenta Hills Apartments

HEARING DATE: December 19, 2017

LOCATION: West side of Hwy 3, south side of Amana Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-4/PUD, Commercial Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application which consists of an amended preliminary PUD development plan for the two vacant parcels to the west of the Target store. The applicant is also requesting a Final Plat and Final PUD Development approval for a two phase 400 unit total apartment complex. Phase 1 would consist of a 253 unit apartment building located on the western side of the lot. Phase 2 would consist of a 147 unit apartment building on the east side of the lot. A comprehensive plan amendment and rezoning is required to change the current of commercial to residential.

In 2007, Council approved the Argenta Hills Planned unit development which consisted of 154 residential units and 410,000 square feet of commercial. There have been a number of amendments to the PUD since that time. In 2010, the developer requested and received an amendment to the first phase of residential development in the northeast corner of the site. The proposed change reduced the number of single family lots in that neighborhood from 60 to 45. This changed the overall density to 2.1 units/acre. In 2012, the developer requested and received an amendment to change the townhouse phase of the project to single family detached which further reduced the unit count by 5. In 2014, the final amendment in the residential area of the PUD as approved reducing the farthest west neighborhood on the west side of Alverno Avenue a further 8 units.

During the initial planning stages of the whole Northwest Area, it was anticipated that based on projected land use designations, an overall density of 4.5 units/acre could be achieved. Achieving overall density in the Northwest Area has always been a concern since the city must work to maintain Met Council's goal of at least 3 units/acre overall and to make sure there are enough units to pay for the sewer and water infrastructure. The overall density of the Argenta Hills PUD was approved at 2.3 units/acre.

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential.
2. Rezoning of the property from B-4/Commercial PUD to R-3C, Multiple Family/PUD
3. Preliminary Plat approval of Argenta Hills 11th Addition resulting in a two lot subdivision.
4. Preliminary PUD Development Plan Amendment for a 400 unit multiple family development.
5. Final Plat and Final PUD Development Plan Approval for Argenta Hills 11th Addition, consisting of a two lot subdivision for a 400 unit multiple family development.
6. Conditional Use Permit for a 400 unit multiple family development.

EVALUATION OF THE REQUEST

COMPREHENSIVE PLAN AMENDMENT

As stated earlier, the current designation of the area in question is RC, Regional Commercial. On the original 2007 plan, this area was approved for a 132,500 square foot retail store and a junior anchor building planned for two users, 30,000 square feet and 20,000 square feet. The proposed use of the property requires a change to the comprehensive plan land use designation from Regional Commercial to High Density Residential.

The following lists the definition of the proposed and existing land use designations and also lists policies that appear to be most relevant to the project for each category in the 2030 comprehensive plan.

High Density Residential (HDR)

Areas designated as high density residential are intended to accommodate multi-family housing at densities exceeding 12 units per acre. Uses in this category will be principally limited to higher density apartment or condominium buildings for either general occupancy or for specific segments of the population such as senior housing.

Future Development Area Policies:

- “Create planned neighborhoods with common facilities and amenities that establish a sense of identity and that helps promote long-term maintenance and value stability.”
- Establish a collector road system that deters the use of local streets for non-local vehicular trips.”
- “Encourage diverse housing styles consistent with the inherent characteristics of the site.”
- “Encourage cluster development practices that preserve significant natural resources by concentrating building locations.”
- “Provide commercial areas that are convenient to residential neighborhoods.”
- “Encourage creative land planning to create neighborhood areas that have a unique personality reflecting the natural beauty of the area as well as the overall context of the community.”
- *Amending the plan would allow the City to bring the density of the overall Northwest Area back to levels that were anticipated when planning began for the area. There have been a number of projects approved or amendments approved that have reduced the approved unit count below assumed densities.*
- *Approving an apartment project would be consistent with the goals of providing for different housing types and densities.*

From 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 Inver Grove Heights residents.”
- “Continue to utilize City ordinances that allow planned developments that provide a mix of housing types.”
- “Promote the development of multi-family housing in areas that are physically suited to higher densities.”
- “Promote higher density housing in the mixed-use area of the City.”

From a housing perspective, the Inver Grove Heights Housing Committee has reviewed the applicant's request for a Comprehensive Plan Amendment and recommends the Planning Commission and City Council approve the request. The Housing Committee feels the project will restore some of the density lost to other approved projects, provides for a mix of housing type and density and will add to the City's tax base. See attached December 8, 2017, Letter to Inver Grove Heights Planning Commission from Inver Grove Heights Housing Committee.

Regional Commercial (RC)

Regional commercial areas are lots or parcels containing large-scale retail sales and services along arterial roadways that serve the region. As the name implies, goods and services offered in such areas appeal to a wide range of consumers, many of whom are willing to travel a significant distance to patronize various business establishments. Regional Commercial districts are intended for large "big-box" users. These types of uses serve as anchors for other small to mid-sized commercial uses that benefit by the traffic generated by the anchors."

Regional Commercial Area Policies:

- "Provide regional commercial areas to supply goods and services that appeal to a broad base of customers."
- "Ensure a design pattern that facilitates pedestrian circulation between uses within the district and establishes a level of amenities that enhances the sustainability of the center."
- "Encourage public and private improvements that create attractive environments for regional commercial developments."
- "Require high quality building materials for structures in regional commercial areas."
- "Provide arterial and community collector roadways necessary to support regional commercial developments."
- *Retaining the commercial designation would provide land and building potential to supply goods and services for the City.*
- *The location is along major roads for ease of access to and from the site and the road system would be able to accommodate vehicle volumes associated with commercial retail uses.*
- *The original approved PUD was a mixed-use type project to accommodate retail and commercial in the same general area.*

REZONING

The property is currently zoned B-4/Commercial PUD. A rezoning to R-3C, Multiple Family/PUD would be required to be consistent with the use proposed and with a comprehensive plan designation.

The HDR designation is intended for higher density multiple family projects of 12 units/acre and above. At this density, the buildings would typically be multi story. The Northwest Area assumed vertical developments to achieve the densities assumed.

PRELIMINARY AND FINAL PLAT AND PUD DEVELOPMENT PLAN

The report will review the proposed plans against the performance standards of the Northwest Area Overlay District ordinance and against the preliminary plat conditions of approval for compliance. The review will address each of the 37 conditions from the original Argenta Hills PUD. A copy of the resolution approving the preliminary plans, including the conditions is attached.

REVIEW OF PROPOSED PLAN:

Revised Preliminary Plat and final plat. The proposed new plat would be replatting existing Outlots C and D. The lot line would be modified but would result in two lots, each containing one of the apartment buildings.

Open Space. The original PUD assumed commercial development with large buildings and parking lots. Nearly 80% of the proposed site is approved as impervious surface. The open space was in the boulevard along Amana and in the outlot along the highway. The proposed project would have an impervious surfaced coverage of 52.4% and building coverage of 15.7%. The proposed project would provide greater open space than the approved plan.

Building Setbacks and Separation. Proposed setbacks for the project are as follows:

PHASE 1 (253 unit building)	PROPOSED	REQUIRED
Front	136 feet	20-30 feet (min/ max)
Side	82 feet	20 feet (min)
Rear	85 feet	30 feet (min)

PHASE 2 (147 unit building)	PROPOSED	REQUIRED
Front	154 feet	20-30 feet (min/ max)
75	10 feet	20 feet (min)
Rear	82 feet	30 feet (min)

Project complies and exceeds all required setbacks.

Building Height. Maximum building height for commercial is 50 feet and 75 feet for multiple family in the Northwest Area. The proposed building height would be 55 feet at peak of roof and 49.5 feet at midpoint of roof. The project complies with height maximums.

Parking. Northwest Area requires a minimum parking of 750 spaces for the entire project. At least 50% must be underground or structured parking. The applicant proposes a total of 756 spaces. Of that, 391 would be underground. Parking for each of the two buildings complies with the parking standards.

Landscaping. A total of 811.5 caliper inches are required to complete the landscaping for the Argenta Hills PUD. The applicant is proposing a landscape plan with a total of 813 caliper inches. There are 203 overstory trees and 102 ornamental trees for a total of 305 trees. The landscape plan satisfies the landscaping requirement.

Exterior Materials. The proposed materials for the building would consist of stone, cement board paneling with a character similar to the small retail buildings. Materials satisfy code requirements.

Density. The project site is 17.2 acres in size. With 400 units, density per acre would be 23 units/acre. There are maximum densities in all multiple family zoning districts. They are determined by a square footage per unit. In the R-3C district, lot size divided by 2,000 square feet gives you the maximum number of units allowed. In this case, a maximum of 375 units would be allowed.

The Planned Unit Development Code Section 10-13A-6 allows for a greater density as long as it is consistent with the comprehensive plan. The applicant must show that the additional units will not have an undue and adverse impact on existing public facilities and on the reasonable enjoyment of neighboring property. The Council shall recognize that increased density may be compensated for by additional private amenities and by increased efficiency in public facilities and services can be achieved by;

1. The location, amount and proposed use of common open spaces;
2. The location, design and type of dwelling units; and
3. The physical characteristics of the site.

The site plan provides for greater open space than the approved plan, provides an extensive trail plan that connects buildings/parking lots to the internal trail system and to the public trail system along Amana Trail. There are walking paths and dog run areas in the open space. The project provides a mix of bedroom units and provides a different type of housing for the area. The vertical nature of the project is consistent with the goals of the Northwest Area which decreases the building footprint and creates additional open space.

Other infrastructure in the area; roads, utilities would not be overburden by allowing the additional 25 units.

Parks/Trails. The site plan provides for a series of trail connections. There are trail connections to Amana Trail, connection to the main trail spine through to Target, and trails around the raingardens and dog run area. The system is consistent with the Argenta PUD providing connections through the commercial area and to the public trail system.

Park dedication for this project would be a cash contribution as recommended by the Park and Recreation Commission.

The Parks and Recreation Director continues to search for property to purchase for a park. To date, efforts have been unsuccessful. A memo from the Director on this topic is included with this report.

Lighting. A lighting plan has been submitted showing parking lot and building lighting. The fixtures would comply with the flat lens, shoe-box type lighting. Parking lot light poles would be 25 feet in height. Illumination throughout the site and at the main entrance comply with maximum illumination allowed along streets.

Access/Traffic. The project would utilize the existing access points that were constructed with the Target project. There are two full access points at Alverno and Addisen Path. There is also on right-in/right-out only onto Amana Trail. With the completion of the Argenta/Hwy 55 interchange, Amana now has a full access interchange.

The applicant has provided a traffic study identifying the traffic volumes generated by an apartment project verse traffic generated by the existing commercial plan. The traffic generation comparison was done using the standard ITE Trip Generation Manual – 9th Addition. The study indicates the number of daily trips would be nearly half of what would be generated by the current commercial plan. The a.m. peak trip out would be greater, but all other peak a.m. and p.m. trips would still be greater with commercial development.

Dakota County reviewed the plat and application and finds no further right-of-way is required and does not identify other improvements required with this development. They indicate they are separately reevaluating the Amana/Alverno intersection.

Taxes/Valuation. The applicant has submitted information on a general comparison of valuation of the apartment project versus a commercial project based on approved square footage. In general, an apartment building would have more building valuation than a commercial building. Numbers provided indicate an approximate value four times greater. Taxes generated would also be greater for an apartment building than commercial.

Commercial Market. The applicant has provided a letter from the commercial real estate agent who has been marketing the site. They indicate they delayed opening of Target had an impact on leasing other spaces in the development. They also indicate that the recession had a big impact on how retailers do business and it is not likely to ever be the way it was before.

Inver Grove Heights has geographic challenges that make it a difficult area for retail. We are in between market areas of Eagan, Woodbury and West St. Paul. These larger market areas overlap, and Inver Grove Heights is located in between these areas. The impact of e-commerce also plays a role in many retailers not building as many brick and mortar stores as they used to.

Housing is still sparse around the Target commercial area. One way to encourage more occupied store fronts is to increase the number of rooftops in the area.

The land use challenge that Planning Commission and Council must make is whether to continue to plan for more retail in the area or plan for more residential development in the area to support and grow the retail.

Fire Marshal Review. The Fire Marshal has reviewed the plans and notes there will need to be a couple of changes made to the parking lot in Phase II to provide for proper fire apparatus turning radius. These comments are included in the conditions of approval.

Northwest Area Utility Fee Calculations. The City's Finance Department calculated the fees for both the existing commercial and proposed multiple family project. Generally, the fee structure for multiple family is higher than commercial. Total fees including plat and building permit fees for the current plan of commercial would be approximately \$1,010,041. Total fees including plat and building permit connection fees for the 400 unit apartment complex would be approximately \$3,631,209. Phase I would generate approximately \$2,375,547.

Engineering. The firm of Emmons and Olivier (EOR) is doing the storm water review for the City. They have noted that the storm water management for the proposed apartment complex is consistent with the intent of the City's stormwater management rules for the Northwest Area Overlay district. Final plans must be approved by the City Engineer before any work commences on site.

Environmental Work Sheet (EAW). The property is located within the Northwest Area Overlay District and on land within the Argenta Hills mixed use planned unit development. In 2007, an Alternative Urban Area Review (AUAR) was prepared for the entire Northwest Area addressing potential environmental impacts so that individual projects would not be subject to Environmental Assessment Worksheet (EAW) reviews. In this case, the land on which the apartments are proposed is currently guided for Regional Commercial and zoned B-4, Shopping Center. A land use change to High Density Residential is required to allow for the apartment complex. A project of more than 375 attached units requires a mandatory EAW review to determine if an EIS is required. Because the land change is different from what was anticipated in the AUAR and the project is over 375 units, an EAW review is required.

The City is the Responsible Governmental Unit (RGU) for the preparation and final action on the Inver Grove Apartments EAW. The EAW was prepared jointly by City Staff and Westwood Engineering (applicant's engineer).

The EAW was distributed in May to 11 governmental agencies. The comment period ended on June 7, 2017. The City received the attached comments from MN Department of Transportation, Metropolitan Council, MPCA, MN Department of Natural Resources, Dakota County, Army Corp of Engineers and the Minnesota Historical Society. The City and applicant are in the process of responding to those comments.

The purpose of the EAW is to gather information and to determine the need for an Environmental Impact Statement (EIS). The EAW does not approve or deny the proposal nor regulate the activity in any way. Rather, the EAW provides information which will assist in the subsequent review of the City approvals. As such, the EAW may provide a rationale for approving or denying the land use applications or suggest certain conditions to be attached to the approval of those applications.

The AUAR that was done for the Northwest Area looks at generally the same review criteria addressing any environmental impacts that an EAW does. The land on which the apartments are proposed has already been graded, utilities installed in the area and the internal access road system installed. All the main road systems serving Argenta Hills are in place. Much of the storm water system is already in place. The road construction project involving the new interchange with Hwy 52 and Argenta Trail will complete the construction of Amana Trail and provide full access to this area. The primary significant change between the approved commercial use and residential use that is addressed in an AUAR and EAW is traffic. The applicant has provided traffic trip generation numbers for both land uses. Total daily trips assumed for the approved commercial of 183,000 square feet would generate 5,364 daily trips. Total daily trips for 400 apartment units would generate daily 2,660 trips. Overall, there would be a significant reduction in the number of daily trips between the two uses. The current road system, plus the interchange improvements are designed to handle traffic above the commercial trip generation. The change of land use would not have a negative impact on traffic.

COMMENTS FROM OTHER AGENCIES:

Minnesota Historical Society. Indicated no known historical or archeological sites.

Dakota County. Suggested a few changes to the text. No significant impacts.

Metropolitan Council. Comments made relate to Traffic Analysis Zones (TAZ) changes that need to be addressed for the comprehensive plan update.

Minnesota DNR. General comments that should be considered or possibly needed during construction of the apartments.

MnDOT. Received a standard site plan review letter. No issues with the EAW.

MPCA. No comments or issues with the EAW.

Army Corp of Engineers. No comments or issues with the EAW.

The EAW document indicates there is no need for an EIS. This would be a much more elaborate, extensive, and time consuming process than the facts of the situation warrant. This conclusion is verified by the comments from other governmental agencies, none of which suggest that an EIS is needed. The 2007 AUAR, including periodic updates, already identified and addressed any environmental issues in the Northwest Area. The EAW has confirmed that the change of land use from commercial to residential does not pose any impacts that were not already accounted for in the AUAR or in the City's comprehensive plan. As the Northwest Area continues to develop, trunk sewer and water will be installed, and storm water improvements will be established in all developments. Traffic and road improvements will occur as planned and when development dictates.

Staff will recommend to Council a negative declaration be made as no environmental impacts have been identified and no other governmental agency declared the need for an EIS.

REVIEW OF CONDITIONS OF ARGENTA HILLS PUD:

Condition #1 relating to consistency with preliminary plans. The changes to the plans were addressed in the text above.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. Engineering has been working with the developer on the grading and erosion control plans. There are just a few minor tweaks that need to be done. The City Engineer finds the plans satisfy the conditions of the Northwest Storm Water Manual.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #4 relating to ownership of natural area/open space. All required open space was dedicated with the first phase of the development. No other changes are proposed or required.

Condition #5 relating to rooftop and ground mounted equipment being screened. No specific details of mechanical equipment provided. Any rooftop units or ground mounted must be screened from view.

Condition #6 relating to park dedication. Park dedication will consist of a cash payment of \$3,600 per unit. The park dedication fees are collected at time of final plat release.

Condition # 7 relating to parking lot and building lighting being downcast. Plans comply with standard.

Condition #8 relating to plans reviewed by the Fire Marshall. The Fire Marshal's comments will be included as conditions of approval.

Condition #9 relating to MnDOT and County Review. Dakota County did not have any further comments.

Condition #10 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and act on the maintenance agreement with the development contract.

Condition #11 relating to entering into a boulevard maintenance agreement. Already in place.

Condition #12 relating to payment of plat utility fees. The developer will be required to pay all utility connection fees as approved by the City Administrator.

Condition #13 relating to payment of building permit fees. This condition is intended to state the developers are responsible for payment of northwest area building permit fees similar to what is noted in condition #12. These fees are collected at time of building permit issuance.

Condition #14 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 15 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #16 relating to entering into a development contract. This process will begin shortly. A development contract will be drafted and reviewed by the City Council.

Condition #17 relating to conditions of building occupancy. Will be addressed in the development contract.

Condition #18 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #19 relating to private street maintenance. Not applicable to this project.

Condition #20 relating to visitor parking for single family neighborhoods. Not applicable to this project.

Condition #21 and #22 relating to landscape and reforestation plans. The plans provide for the balance of the required landscaping.

Condition #23 relating to providing wetland buffers. There are no wetlands in this area of the development.

Condition #24 relating to signage. Proposed signage requires sign permits.

Condition #25 and #26 relating to a noise assessment along the major roadways and noise mitigation. This condition stems from the standard condition found in both the State's and County's review that noise is a concern for homes along major roadways and that some type of noise mitigation is recommended because both these agencies do not provide any mitigation for roadway noise. The design of apartment buildings increases their noise attenuation level over single family homes. The buildings are setback a distance from the highway to help reduce noise.

Condition #27 relating to grading of the custom lots. Not applicable to this project.

Condition #28 relating to grading of trail system. The trail system has all been constructed.

Condition #29 relating street widths. Already addressed. Not applicable to this project.

Condition #30 relating to street lighting. Street lighting already installed. Not applicable to this project.

Condition #31 relating to trail easements through the development. Not applicable to this project.

Condition #32 relating to boundaries of open space shown on final grading plans. All open space boundaries already defined and dedicated.

Condition #33 relating to payment of fees incurred reviewing the application. This will be addressed in the development contract.

Condition #34 identifying the current approved resolution for the PUD. This will be modified and changed in the final PUD resolution.

Condition #35 relating to planting of the balance of the required landscaping/tree reforestation. Landscape plan provides for the balance of the required landscaping.

Condition #36 relating to sidewalks required on public streets. Not applicable to this project.

Condition #37 related to plat of Argenta Hills 9th Addition. Not applicable to this project.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Comprehensive Plan Amendment** to change the land use designation from RC, Regional Commercial to HDR, High Density Residential (12+ units/acre) subject to the following conditions:
 1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.
 2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - Approval of the **Rezoning** of the property from R-1C/Single Family Planned Unit Development to R-3C/Multiple Family Planned Unit Development.
 - Approval of the **Preliminary/Final Plat and Preliminary/Final PUD Amendment** to Argenta Hills subject to the following conditions:
 1. The 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	dated 11/15/17
Civil Site Plan	dated 11/15/17
Grading and Erosion Control Plan	dated 11/15/17
Utility Plan	dated 11/15/17
Tree Planting Plan	dated 11/15/17
Shrub Planting Plan	dated 11/15/17
Planting Bed Details	dated 11/15/17
Rain Garden Planting Details	dated 11/15/17
Lighting Illumination Plan	dated 2/3/17

Phasing Plan	dated 11/15/17
Open Space Plan	dated 11/15/17
Exterior Elevation Plans (4 sheets)	dated 11/12/17

2. Prior to work commencing on site, 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. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
5. Park dedication shall consist of a cash contribution in the amount of \$3,600 per unit.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
9. The conditions of Resolution #14-133 shall continue to be in effect for the entire Argenta Hills Planned Unit Development.
- Approval of the **Conditional Use Permit** for the 400 unit multiple family development subject to the conditions contained above.

- B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

] **RECOMMENDATION**

The report provides some rationale for keeping the existing land use designation or changing the designation.

Our recommendation is based on the following:

- In many markets, commercial development remains slower than before the 2008 recession. Internet retail has changed the way retailers do business and fewer brick and mortar stores are being constructed.
- The addition of more residential in the area should create shopping demand to help fill the vacant store fronts.
- The project would add a different housing mix and density that is anticipated in the Northwest Area.

Based on this review, the Planning Division recommends approval of the project and all requests subject to the conditions stated above.

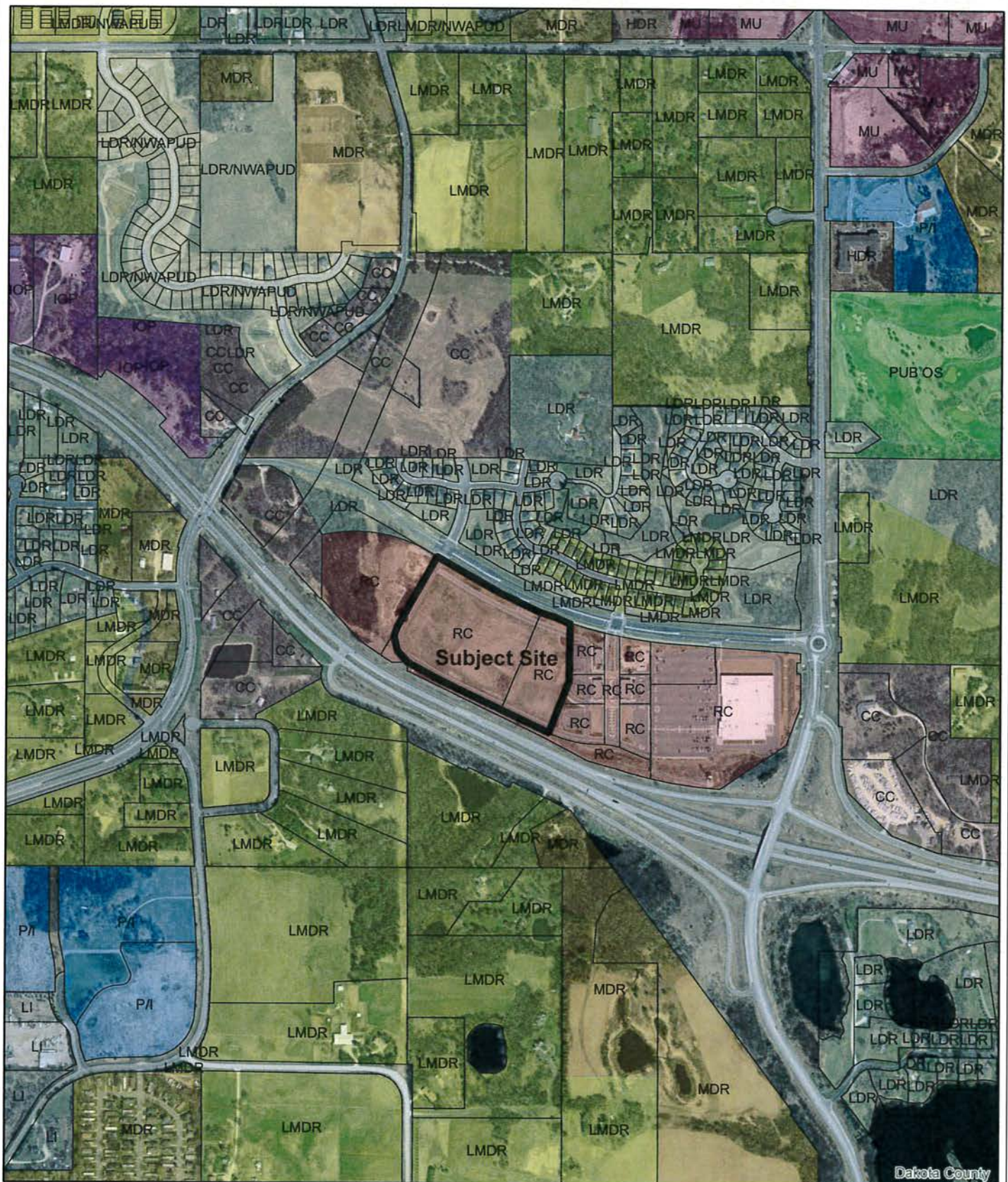
ATTACHMENTS:

Location Map
Comp Plan Map
Project Narrative
Preliminary PUD conditions of approval and site plan
Preliminary Plat
Civil Site Plan
Grading and Erosion Control Plan
Utility Plan
Tree Planting Plan
Shrub Planting Plan
Planting Bed Details
Rain Garden Planting Details
Lighting Illumination Plan
Phasing Plan
Open Space Plan
Exterior Elevation Plans (4 sheets)
Memo from Parks Director
Supporting Marketing Information (2 sheets)
Supporting Tax Base Information (4 sheets)
Traffic Study
Letter from Dakota County
Letter from Housing Committee
E-mails from Residents



Location Map

Case No. 17-08PUD

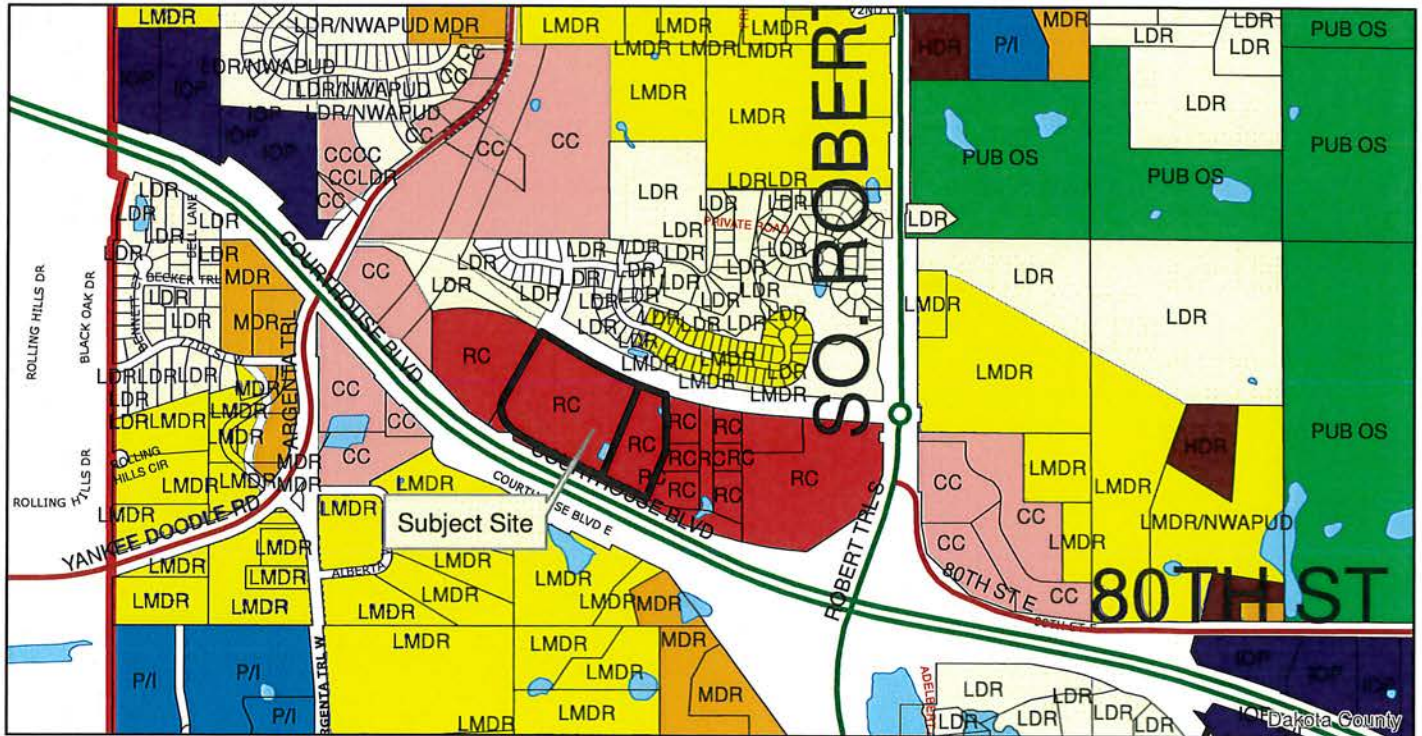




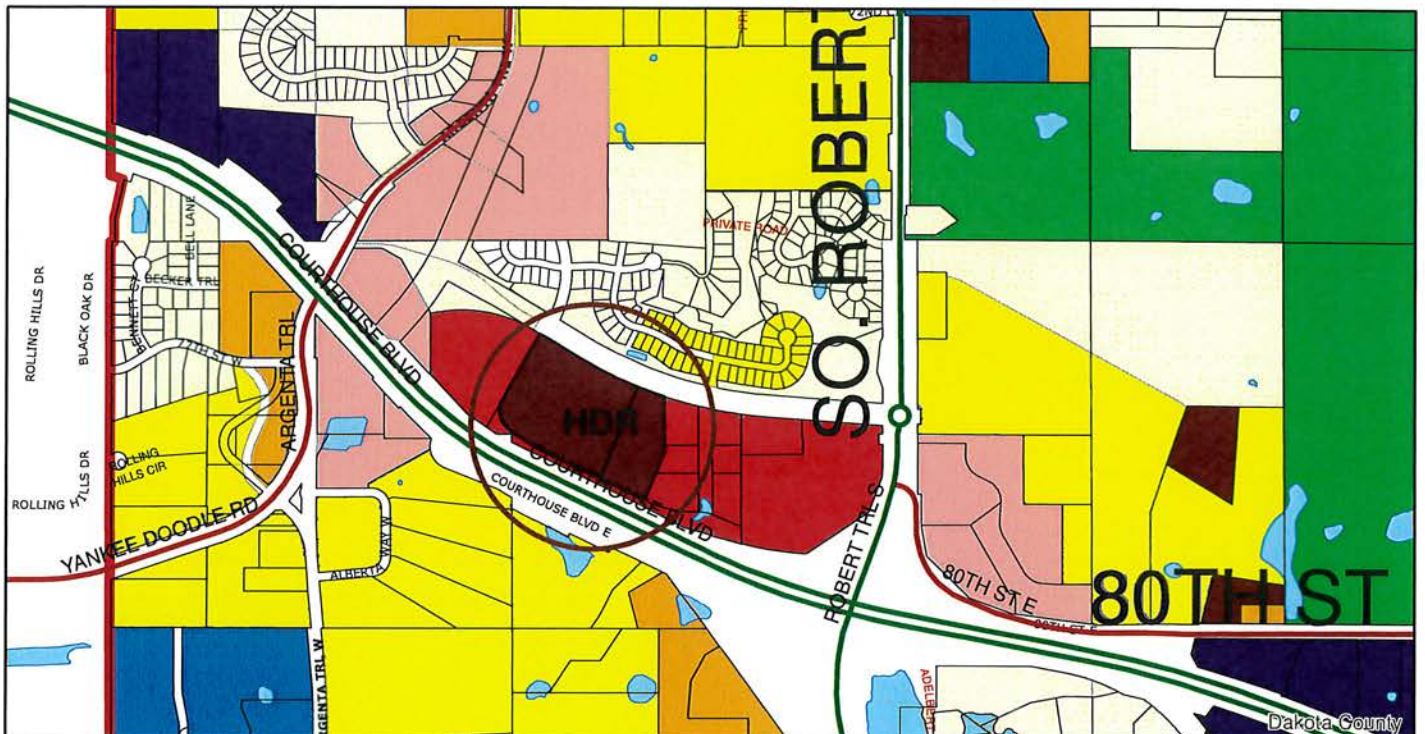
CPA - IGH Investments



Current Comp Plan



Proposed Comp Plan



PROJECT NARRATIVE

Date:
November 15, 2017-revised



Reference:
Inver Grove Apartments
Attention:
Allan Hunting City Planner



GENERAL DESCRIPTION

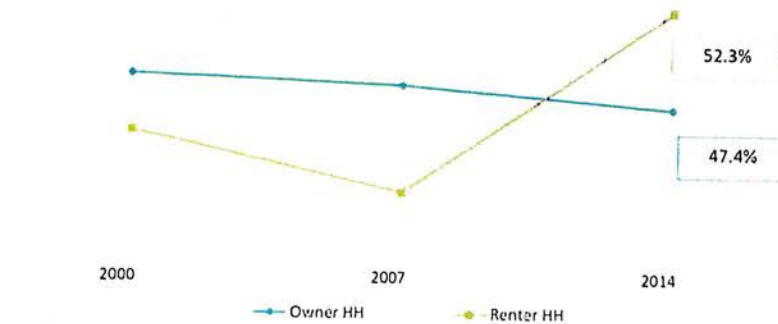
The enclosed plan submission proposes an initial phase of development with 253-unit luxury Apartment Project (with a potential second phase of 147 units) located at the Argenta Hills Shopping Area. The Proposed Project would be four stories in height, with a pitched roof and a residential blend of brick, stone and high quality siding materials. It is well set back from the neighboring properties to the North, serving as an architectural buffer between homes and the busy, nearby highway 55, and is designed to respect both the adjacent residential and commercial components of the overall development. The average building height from average grade plane (2'-6" below Level 1) is approximately 45'-0" which is well within the 70'-0" Maximum Height allowed by the R-3C Zoning District. Refer to drawing sheet A500 - Building Elevations" for calculations.

This building represents a lifestyle shift that we are seeing throughout the metropolitan area. Not only are trends increasing the population renting, but the typical renter expectations for quality of units and overall building design include luxury finishes throughout inclusive of an amenity rich environment with elements such as: Fitness Rooms, Theater, Business Centers and Community/Common spaces indoors, as well as, outdoor spaces with fire pits, bocce, swimming, sunning and other passive activity. As an example Gramercy of Inver Grove is of a similar size to phase 1 and it has 1/8 the common areas of this development.

Rental Population Surge:

Shifts in Owner/Renter Status

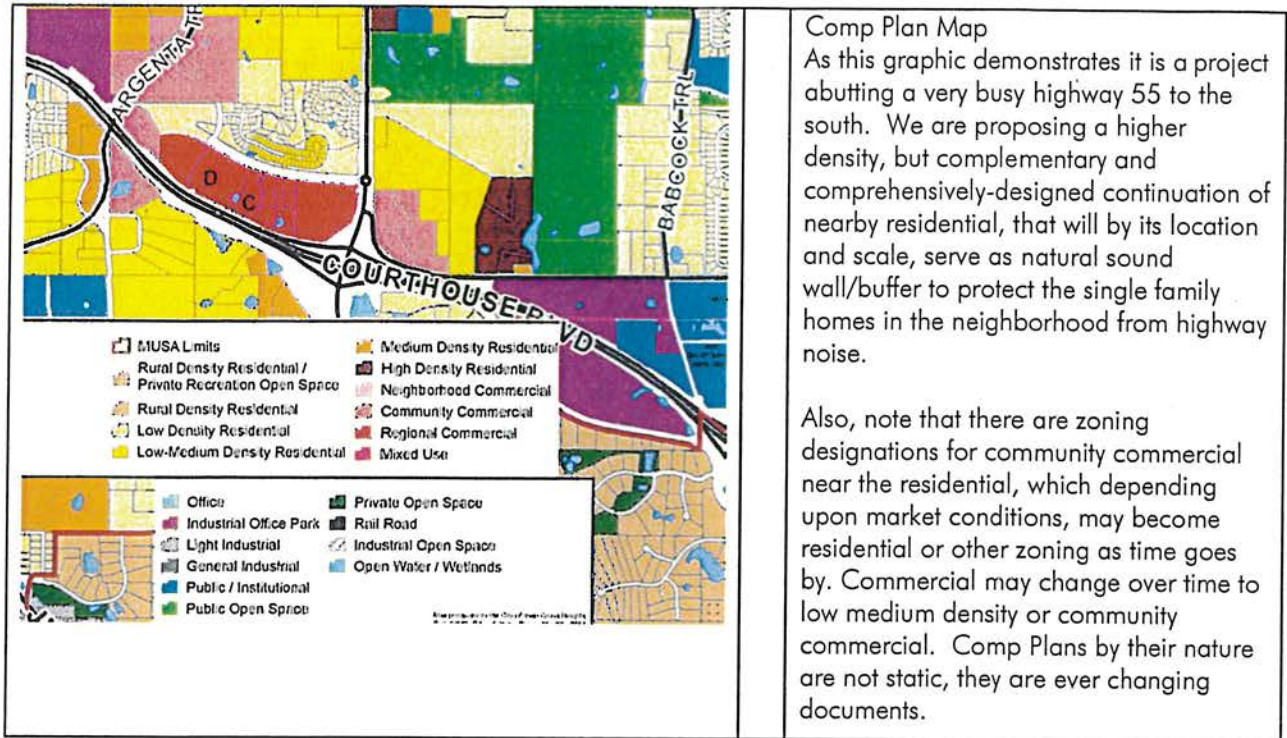
- Across 1970-1990, renters represented a slight majority of occupied housing units
- Across 2000-2009, owners represented the majority of occupied housing units, reversing a decades-long trend
- Renter occupied units have had the larger share since 2010, and renter households are growing faster than owner households



Source: U.S. Census Bureau, American Community Survey 1 year estimates

1. COMPREHENSIVE PLAN AMENDMENT

The current zoning for the site in question is Regional Commercial. The North side of the site in question is low- medium density residential. We are requesting an amendment to the comp plan to allow high density residential- R-3C -within the confines of the Regional Commercial portion of the site.



1. Z O N I N G

Rezoning of Outlots C and D from B-4/PUD, Commercial Shopping Center District to R-3C/PUD, Multiple Family District. Specifically to allow a two phase 400 unit multi-family development in lieu of the previously approved Commercial retail demonstrating 183,000 square feet of floor space.

Under many commercial zoning ordinances, especially Regional Commercial Zones with intensive use we see housing included. We feel our development proposal of housing is consistent with the original development plans for this site, high density as a permitted use.

2. PUD AMEND MENT

Regional Commercial B-4-PUD amended to allow for R-3C.

As Discussed with Neighbors even a commercial concept that does not strictly adhere to the original guidelines of the original PUD would need to be amended.

For instance: a retailer that wished to have loading docks that face the residential neighborhood, thus allowing all their signage and parking to face 55, would also require a PUD amendment.

3. PARKING- synopsis-Phase 1 long, Phase 2 short. Together they meet code

400 units total x 2.5 stalls / unit = 1000 stalls see below for actual Northwest required reductions

Phase 1 has 63.25 % of campus' units
Phase 2 has 36.75% of the campus' units

Component	City Guide Line both phases	Northwest allowed reduction	Both phases actual	Phase 1 reqd	Phase 1 actual	Phase 2 reqd	Phase 2 actual
		Required 75% of city guide					
Total Parking	Inver Grove other areas Required parking at 100% : = 1000	750	765	474.375	502	275.625	263
Garage Parking	50% of total parking required 500 stalls minimum	375 minimum	391	237.168	241	137.8	150
Surface Parking	50% less overage of underground 500 less overage of underground	375 less overage of underground	374	237.168 less overage of garage	261	137.8 less overage of garage	113 * & *** & ****

*Phase I + 23.83 stalls (long) use 23 at phase II allowing total of 138 at Phase 2, Phase II surface parking + Phase I surface parking=374 which meets minimum.

**Phase 1-Garage Parking Requirements 50% of 474= 238 required minimum. Exceeds minimum by 3 stalls

*** Phase 2 Garage Parking Requirements 50% of 276 = 138 required minimum. Exceeds minimum by 12 stalls

**** Phase 2 surface Parking adjacent to Existing Parking East owned by McGough Development, can be used for night overflow

4. CONDITIONAL USE PERMIT

Allow for R-3C use on the site. As emphasized in item 3, a commercial concept that does not strictly adhere to the original guidelines of the original PUD would need to be amended.

For example, the retailer scenario referenced in the preceding section 3, would also require a Conditional Use Permit to accommodate the deviation from the original PUD guidelines.

Regardless, this submission is requesting a conditional use permit to allow 400 units of luxury apartments with both indoor and outdoor amenity space for residents and green space that is connected to the retail campus and the greater neighborhood via pedestrian paths. Strictly looking at the density provision within R-3C zoning, an apartment unit is allowed per 2000 square feet of area. The subject site comprises 17.16 acres equaling 747,503 square feet. Therefore the zoned density calculation would net 374 apartment units. However, the Northwest District and the flexibility of a PUD allows for consideration of the overall site, quality of design, building amenities, including such examples as open space and connection to local trails in setting the final project parameters, including density. (See Section 10-13A-6 when it makes positive use of open space.) Additionally, the Proposed Project is significantly under the allowed building coverage for the site. This reflects a deliberate choice by the developer and architect to limit overall traffic impacts by designing a unit mix that comprises a majority of smaller units such as studios and one bedroom units rather than creating a majority of 2 and 3 bedroom apartments that would result in more people and more drivers using the site.

5. PRELIMINARY AND FINAL PLATTING

The proposed development includes detaching outlots C and D of Argenta Hills, Dakota County, MN from the Outlots A and B, then reconfigure them in size accommodate the 253 unit phase 1 and 147 unit phase 2 together with their related infrastructure and open space.

6. SCHEDULE

If city approvals continue into Summer as planned ownership will be ready for a Spring of 2018 construction start and a Fall of 2019 opening.

7. DEVELOPMENT

METHOD

As currently planned, the Proposed Project will be developed, constructed, owned and operated by McGough Companies and its investment partners. The project will be professionally managed by Great Lakes Management.

8. LEGAL

INSTRUMENTS.

A survey has been completed by Westwood Engineering as well as a title commitment by First American Title. The property will be re-platted (Phase I & Phase II NEED to remain two separate legal parcels). The ownership team will enter into a development agreement with the city, and grant all easements for the public to access green space on the site. Access drives and sidewalks will be built and maintained to city standards.

Ownership contracted Westwood Engineering to produce an E.A.W. (Environmental Assessment Worksheet)

It is attached in its current form.

9. SIGNAGE

Signage for the Proposed Project will comply with City Standards and will be consistent with the design and character of the original signage for Argenta Hills Shopping district.

10. RELEVANT ISSUES

The development team met with the neighborhood January 26th and again March 15th to update technical questions. The development team also met with the City of Inver Grove housing committee May 9th

1. LIGHTING

See Site Lighting Photometric Plan from Pulse.

2. TRANSPORTATION CAPACITY

Refer to the attached traffic study from SRF Engineers.

3. LEVEL 1 ENVIRONMENTAL

Has been completed available upon request.

4. STORMWATER, EROSION CONTROL AND RUN – OFF ATTENUATION PLANS

5. Provided in submission by Westwood Engineering. Haugo Associates is providing analysis of soil borings to determine soil permeability at retention areas (import of soil required at some areas). Brett Emmons provided third party review and approval.

6. STORM WATER CALCS

See attached calculations from Westwood Engineering (3 Copies Submitted separately with Civil Plans prior to council).

7. SOILS

See attached report from Haugo Associates.

8. LIGHTING
See Site Lighting Photometric Plan from Pulse.
9. TRANSPORTATION CAPACITY
Refer to the attached traffic study from SRF Engineers.
10. LEVEL 1 ENVIRONMENTAL
Has been completed available upon request.
11. STORMWATER, EROSION CONTROL AND RUN – OFF ATTENUATION PLANS
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12. STORM WATER CALCS
See attached calculations from Westwood Engineering (3 Copies Submitted separately with Civil Plans prior to council).
13. SOILS
See attached report from Haugo Associates.

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

RESOLUTION NO. 14-133

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN AMENDMENT FOR A MULTI-LOT 134 UNIT RESIDENTIAL
AND APPROXIMATELY 410,000 SQUARE FOOT COMMERCIAL PLANNED UNIT
DEVELOPMENT KNOWN AS ARGENTA HILLS**

**CASE NO. 12-23PUD)
(160 Investments)**

WHEREAS, the City Council approved a preliminary plat and preliminary PUD development plan for a seven (7) lot and seven (7) outlot subdivision and an approximately 410,000 square foot retail and 154 unit residential development on October 22, 2007;

WHEREAS, the City Council approved a preliminary PUD amendment altering the lot number and design of one of the residential neighborhoods in the northeast corner resulting in a reduction in the housing number to 139 units on September 13, 2010;

WHEREAS, the City Council approved a revised preliminary PUD development plan has been submitted altering one of the residential neighborhoods in the original preliminary PUD from a 44 unit townhouse development to a 39 unit detached single family development on the north side of Amana Trail on September 10, 2012;

WHEREAS, a preliminary plat and preliminary PUD development plan amendment application has been submitted to the City to be known as Argenta Hills 9th Addition for property legally described as;

SEE EXHIBIT A

WHEREAS, a revised preliminary PUD development plan has been submitted creating 13 additional lots, altering the internal street design by eliminating a cul-de-sac and creating more interconnection with future street extensions;

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 August 19, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan amendment for Argenta Hills 9th Addition, which includes the overall PUD consisting of approximately 410,000 square foot retail and 134 unit residential development 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	10/12/2007, 6/30/10, 8/10/12 9/11/13, 6/20/14
Preliminary Site Layout Plan	6/25/2007, 7/19/10, 9/11/13
Preliminary Grading and Drainage Plan	6/25/2007, 7/19/10, 8/10/12, 9/11/13
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007, 8/10/10 8/10/12, 9/11/13, 6/20/14
Preliminary Tree Inventory and Preservation Plan	6/25/2007, 8/11/10 7/9/12, 9/11/13
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007, 7/19/10 7/6/12, 9/11/13, 7/21/14
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007 and 7/19/10
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street - Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007
Argenta Hills Residential Overall Impervious Surface Illustration	8/10/12

2. Prior to construction, 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. Any required natural area/open space occurring on private land shall be owned by the home owners association. A conservation easement shall be required by the City restricting the use of the open space.
5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.
6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
8. All plans shall be subject to the review and approval of the Fire Marshal.
9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.
10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
12. 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.

13. 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.
14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.
16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
18. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.
19. All private streets shall be maintained by the Home Owners Association.
20. Prior to City Council review of final PUD development plans in residential areas, the plans shall be modified such that visitor parking shall be accommodated in the single family neighborhoods.

21. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.
22. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.
23. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.
24. All signage for all future proposed development shall be subject to review and approval by the City.
25. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.
26. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.
27. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.
28. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the storm water ponding and infiltration network.
29. The private drive for the large lot neighborhood will be required to be posted no parking on both sides per the Fire Marshal due to the width of the drive. The applicant will be required to address how guest parking will be handled for the 12 lots on the private road at time of final plat for that phase.
30. 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.

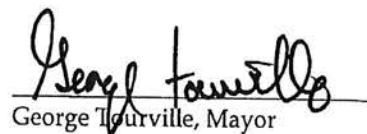
31. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.
32. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.
33. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.
34. This PUD Amendment resolution replaces Resolution No. 13-133 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.
35. An additional 811.5 caliper inches shall be required to be planted in the overall development of the Argenta Hills PUD.
36. A sidewalk is required along one side of the local through street.
37. Outlot A shall be updated on the final plans to include existing road, drainage and utility easements along Amana Trail as approved by the City Engineer.

Passed this 25 day of August, 2014.

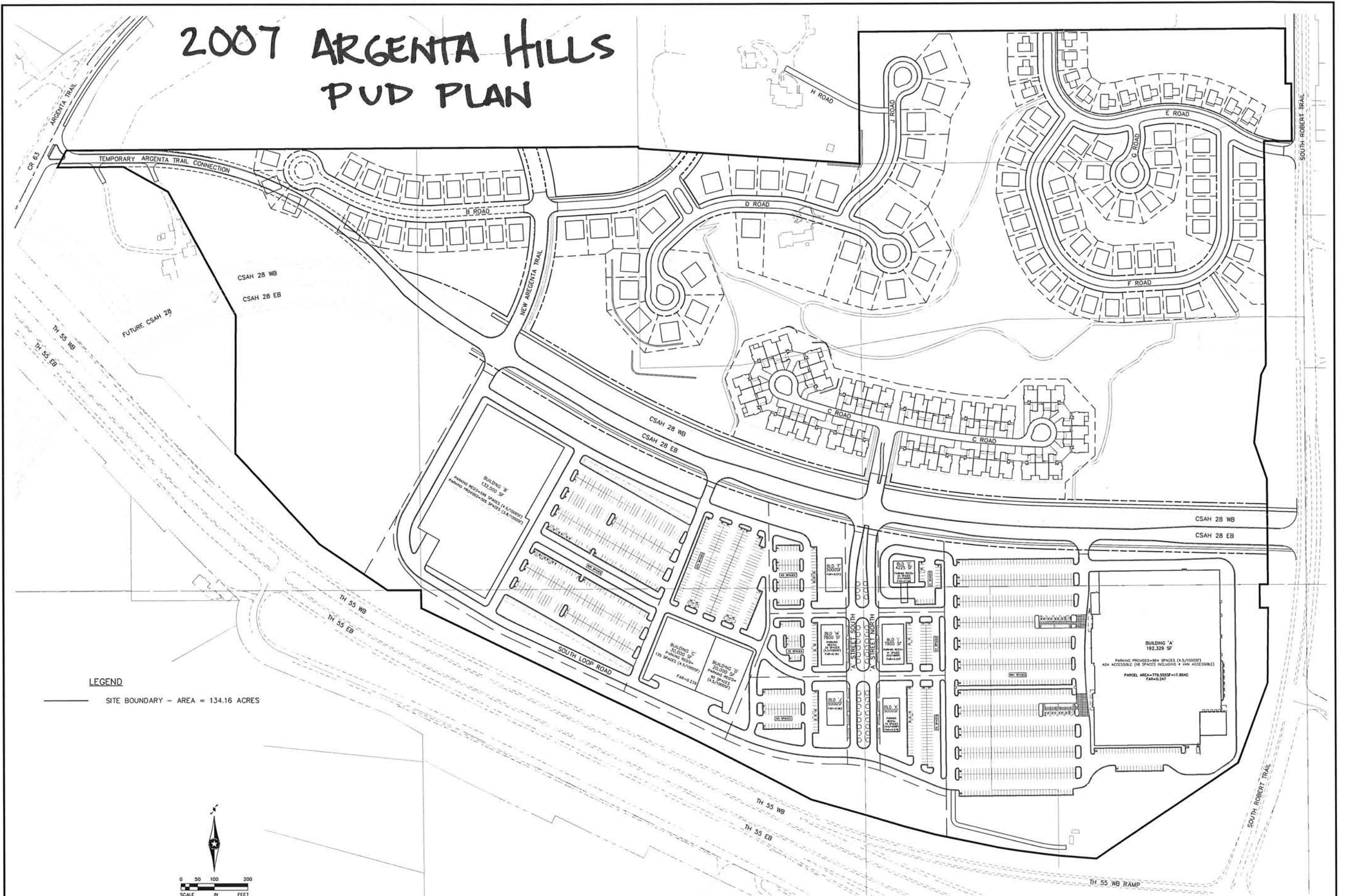
AYES: 5
NAYS: 0

ATTEST:


Melissa Kennedy, Deputy Clerk

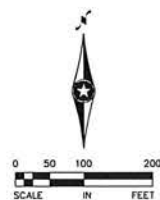

George Tourville, Mayor

2007 ARGENTA HILLS PUD PLAN



LEGEND

— SITE BOUNDARY — AREA = 134.16 ACRES



DEVELOPER
MGT DEVELOPMENT, INC.

DESIGN FILE:	REV. NO.	BY	DATE	REVISIONS DESCRIPTION
31809970				
DRAWN BY: RMC	DESIGN BY: RMC			
CHECKED BY: T.J.L.	DWG. NAME: SITE LAYOUT - TARGET AREAS			
DATE: 06/07/2007				

URS

Thresher Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 Tel
612.370.0378 Fax

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.

DATE: _____ MINN. LIC. NO. _____

ARGENTA HILLS
SITE LAYOUT PLAN
INVER GROVE HEIGHTS, MN

CITY PROJECT	XXXXX	SHEET NO.
COUNTY PROJECT	XXXXX	1
S.P.	XXXXX	
S.A.P.	XXXXX	1

ARGENTA HILLS 11TH ADDITION

Westwood

Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344
PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150
www.westwoodps.com

Designed: _____
Checked: CWM
Drawn: BTW
Record Drawing by/date: _____

Revisions:
02/07/17 - CITY COMMENTS
08/06/17 - CITY COMMENTS
07/15/17 - UPDATED SITE DATA

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

C. Wilson
Craig W. Wilson

Date: 11/15/17 License No. 23021

Prepared for:

**KaasWilson
Architects**

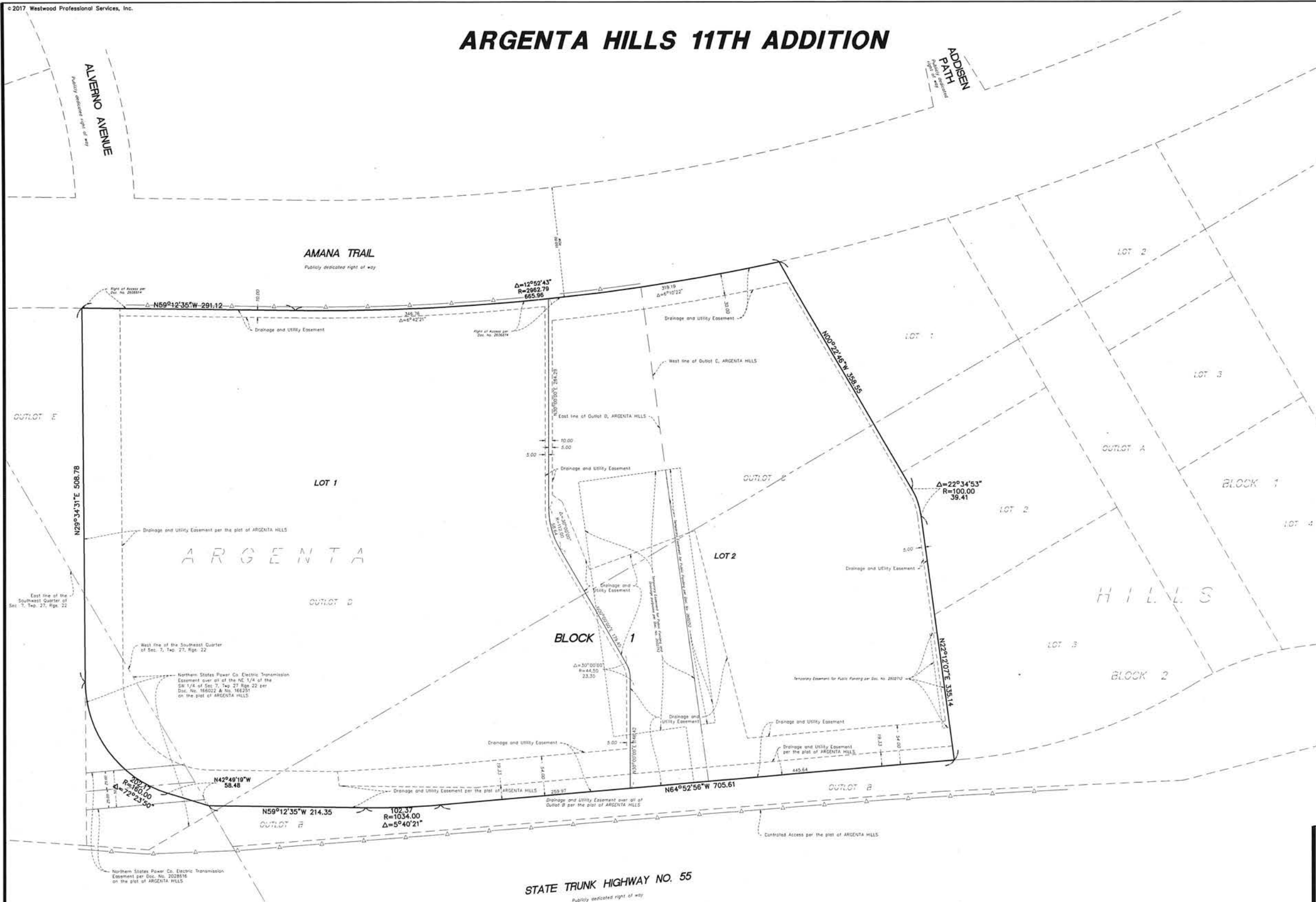
1301 American Boulevard East, Suite 100
Bloomington, Minnesota 55425

**Inver Grove
Luxury
Apartments**
Inver Grove Heights, Minnesota

PRELIMINARY PLAT

Date: 02/06/17
Sheet: C2 OF 14

00090817P001.dwg



Property Description

Property description per First American Title Insurance Company, Commitment No. NCS-829944-MPLS.

Outlot D, Argenta Hills, Dakota County, Minnesota.

(Abstract Property)

AND

Property description per First American Title Insurance Company, Commitment No. NCS-829944-1-MPLS.

Lots 3 and 4, Block 1;

Lots 1, 2, and 3, Block 2; and

Outlots A, B, and C;

all in Argenta Hills, Dakota County, Minnesota.

(Abstract Property)

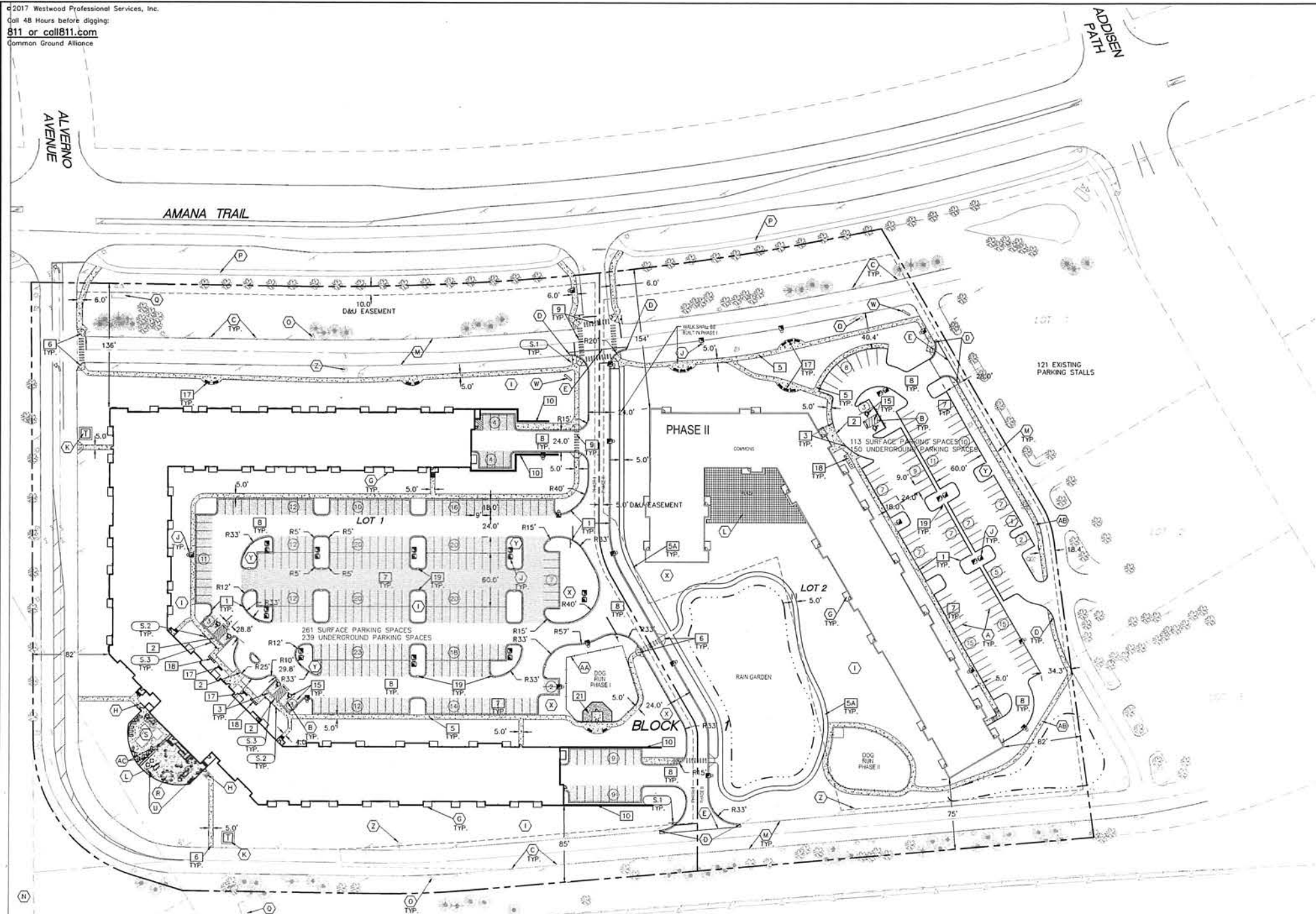
Notes

1) The bearings shown on this survey are based on the Dakota County coordinates N.A.D. 1983, 1986 adjustment, US Survey feet. The vertical datum is N.A.V.D. 1988.

2) Subject property contains 747,496 sq. ft. or 17.160 acres.

Lot 1, Block 1 area = 451,272 sq. ft. or 10.360 acres
Lot 2, Block 1 area = 296,224 sq. ft. or 6.800 acres

3) Easements shown are per ALTA/NSPS Land Title Survey.



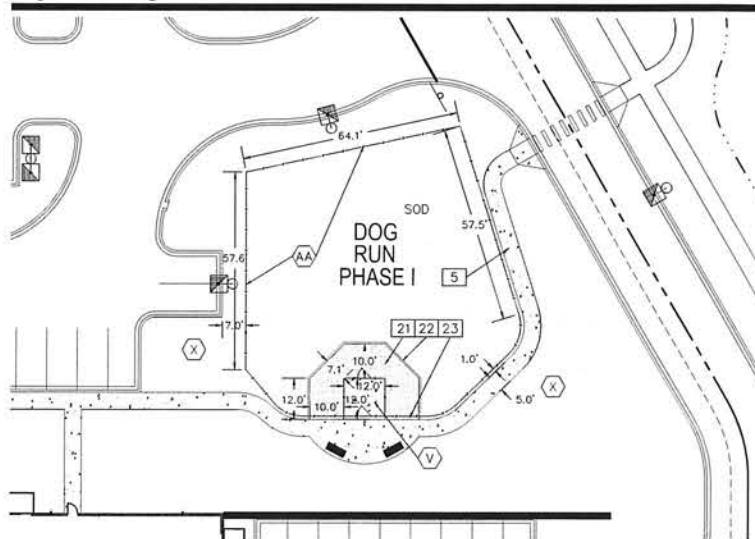
Site Legend

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SAW CUT LINES
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY-DUTY BITUMINOUS PAVEMENT
---	---	STANDARD-DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

Site Details

- B612 CURB & GUTTER
- FLUSH CONCRETE SIDEWALK, CURB & PAVEMENT
- 10' TRANSITION FROM FLUSH TO B612 CURB & GUTTER
- CONCRETE SIDEWALK
- BITUMINOUS WALK
- ACCESSIBLE PEDESTRIAN CURB RAMP
- STANDARD-DUTY BITUMINOUS PAVEMENT (PARKING AREAS)
- HEAVY-DUTY BITUMINOUS PAVEMENT (DRIVE AISLES)
- CROSS WALK STRIPING (PAINTED WHITE W/ SILICA)
- SEMENTED RETAINING WALL WITH FENCE (KEystone OR EQUAL)
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- BENCH
- BIKE RACK
- CURB CUT
- PEA-GRAVEL AREA
- CONCRETE CURB
- FENCE AND CONCRETE CURB

Dog Run Enlargement



Site Development Summary

EXISTING ZONING:	B-4/PUD, COMMERCIAL SHOPPING DISTRICT	PARKING SETBACKS:	LOT 1 (PHASE 1)	N/A = ALL INTERNAL
PROPOSED ZONING:	R-3C/PUD, MULTIPLE FAMILY DISTRICT	LOT 2 (PHASE 2)	40' = FRONT AND ROW	15' = SIDE AND REAR
PARCEL LEGAL DESCRIPTION:	BLOCK 1, LOT 1 & LOT 2 OF ARGENTA HILLS 11TH ADDITION	PARKING SPACE/DRIVE AISLE:	9' WIDE X 18' LONG, 24' AISLE	
PROPERTY AREA:	747,496 SF (17.16 AC)	PARKING PROVIDED:	LOT 1 (PHASE 1):	502
LOT 1 (PHASE 1):	451,272 SF (10.36 AC)	SURFACE PARKING:	261	
LOT 2 (PHASE 2):	296,224 SF (6.80 AC)	UNDERGROUND PARKING:	241	
PERVIOUS & IMPERVIOUS RATIO:		LOT 2 (PHASE 2):	263	
LOT 1 (PHASE 1):	(60.6% IMPERVIOUS)	SURFACE PARKING:	113	
PERVIOUS SURFACE:	177,669 SF	UNDERGROUND PARKING:	150	
IMPERVIOUS SURFACE:	273,604 SF	TOTAL STALLS ON SITE:	765	
LOT 2 (PHASE 2):	(46.9% IMPERVIOUS)			
PERVIOUS SURFACE:	157,405 SF			
IMPERVIOUS SURFACE:	138,818 SF			
GROSS BUILDING SIZE:				
BUILDING 1 (PHASE 1):	73,983 SF (16.4%)			
BUILDING 2 (PHASE 2):	43,513 SF (14.7%)			
TOTAL UNITS:	400 UNITS			
LOT 1 (PHASE 1):	253 UNITS			
LOT 2 (PHASE 2):	147 UNITS			
BUILDING SETBACKS:				
LOT 1 (PHASE 1)				
	136' = FRONT TO ROW			
	82' = SIDE			
	85' = REAR			
LOT 1 (PHASE 2)				
	154' = FRONT TO ROW			
	82' = SIDE			
	75' = REAR			

General Site Notes

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, EDEN PRAIRIE, MN, 12/30/2016.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND AIR INTAKES.
- ALL CURB RADI SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

Signage and Striping Notes

- ALL TRAFFIC SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE STANDARDS OF THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- PARKING LOT STRIPING SHALL BE 4" WIDE COLOR WHITE, TWO COATS OF PAINT. CONTRACTOR SHALL PAINT ANY/ALL DIRECTIONAL TRAFFIC ARROWS AS SHOWN IN WHITE (TWO COATS).
- ACCESSIBLE PARKING PROVIDED PER ADA CODE. CONTRACTOR SHALL PAINT THE INTERNATIONAL SYMBOL OF ACCESSIBILITY IN EACH DESIGNATED ACCESSIBLE STALL IN BLUE BACKGROUND WITH WHITE BORDER (TWO COATS OF PAINT). CONTRACTOR SHALL PAINT THE WORDS "NO PARKING" IN EACH ACCESSIBLE ISLE ADJACENT TO AN ACCESSIBLE SPACE IN WHITE LETTERS MINIMUM 12" IN HEIGHT.
- ALL SIGNS SHALL INCLUDE POST, CONCRETE FOOTING AND CASING WHERE REQUIRED. CONCRETE CASING REQUIRED IN LOCATIONS WHERE POST IS NOT PROTECTED BY CURB.
- ALL STOP SIGNS SHALL INCLUDE A 24" WIDE PAINTED STOP BAR IN WHITE PAINT (TWO COATS) PLACED AT THE STOP SIGN LOCATION, A MINIMUM OF 4' FROM CROSSWALK. ALL STOP BARS SHALL EXTEND FROM DIRECTIONAL TRANSITION BETWEEN LANES TO THE CURB.
- ALL SIGNS SHALL BE PLACED 18" BEHIND THE BACK OF CURB UNLESS OTHERWISE NOTED.

Sign Legend

REFERENCE	SIZE	MNDOT DESIGNATION
S.1 STOP SIGN	30" X 30"	R1-1
S.2 HANDICAP ACCESSIBLE	12" X 18"	R7-BM
S.3 NO PARKING	12" X 12"	R8-38

Site Notes

- 4" WHITE PARKING STRIPE (TYP.)
- 4" WHITE DIAGONAL PARKING STRIPE (TYP.)
- EXISTING CURB CUT
- MATCH EXISTING CURB & GUTTER
- MATCH EXISTING BITUMINOUS PAVEMENT AT PROPOSED DRIVEWAY ENTRANCE
- F MATCH EXISTING CONCRETE (WALK OR DRIVE)
- DECK (SEE ARCH. PLANS)
- STEPS AND HANDRAIL (SEE ARCH. PLANS)
- PLANTED AREA
- LIGHT LOCATION
- TRANSFORMER PAD
- PATIO (SEE ARCH. PLANS)
- EXISTING CONCRETE CURB
- EXISTING OVERHEAD TRANSMISSION LINES
- EXISTING LIGHT
- EXISTING SIDEWALK
- EXISTING MONUMENT SIGN
- FIRE PIT (SEE ARCH. PLANS)
- SWIMMING POOL (SEE ARCH. PLANS)
- BOCCIE BALL AREA (SEE ARCH. PLANS)
- GRILLING STATION (SEE ARCH. PLANS)
- 12"x12" CONCRETE PAD FOR DOUBLE GATED ACCESS
- PROPOSED MONUMENT SIGN (SEE ARCH. PLANS)
- SNOW STORAGE AREA
- INFILTRATION BASIN
- EXISTING HYDRANT
- AA FENCE
- AB FUTURE 5' SIDEWALK
- AC PATIO PLANTER (SEE ARCH. PLANS)

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Checked: RMB/NTM
Drawn: NTM
Record Drawing by/date:

Revisions:
02/25/17 - CITY COMMENTS
02/28/17 - CITY COMMENTS
03/15/17 - UPDATED SITE DATA

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.

Ryan Blum
Ryan Blum, P.E.

Date: 11/15/17 License No. 41257

Prepared for:

KaasWilson
Architects

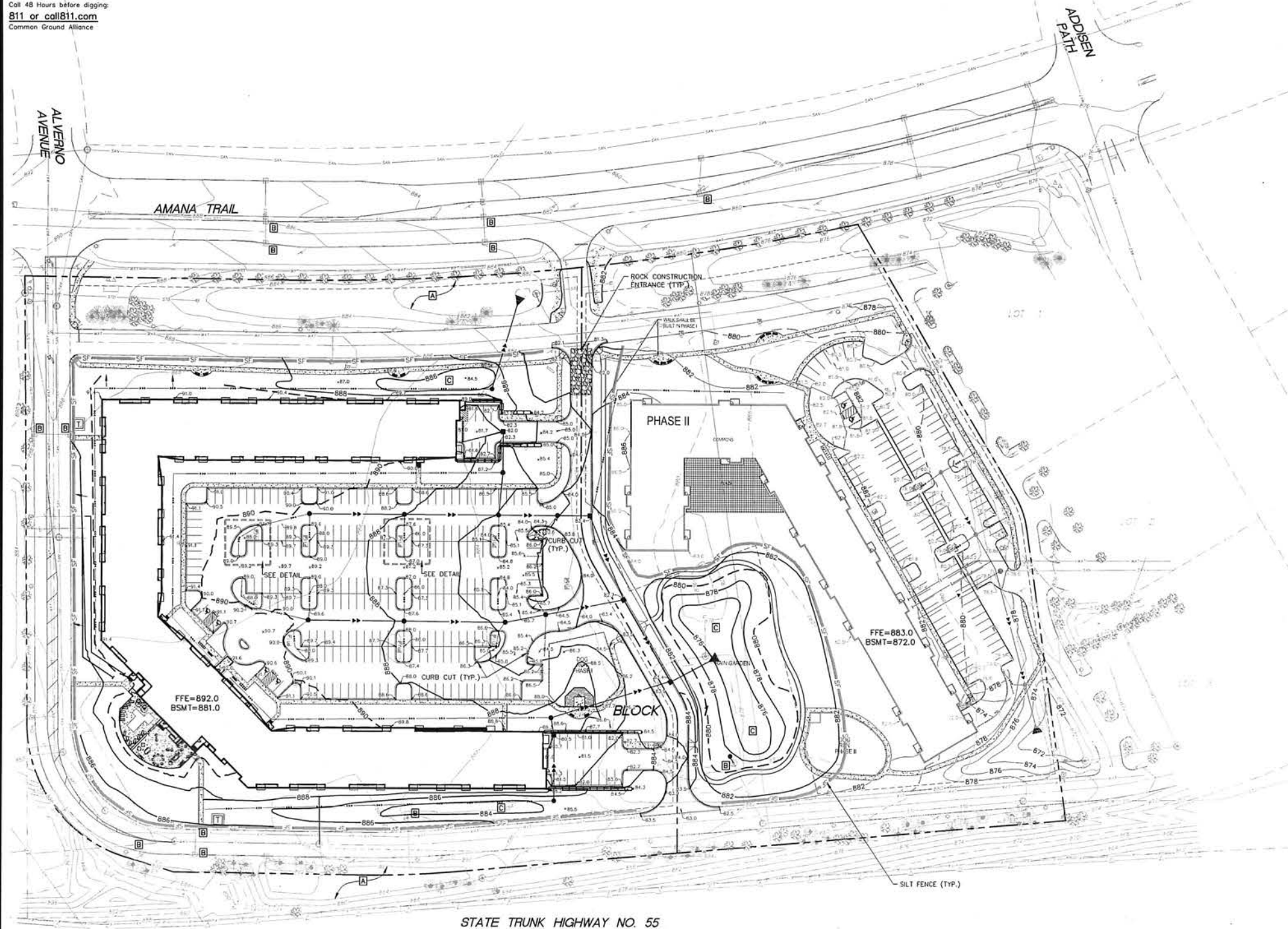
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Bloomington, Minnesota 55425

Inver Grove
Luxury
Apartments
Inver Grove Heights, Minnesota

CIVIL SITE PLAN

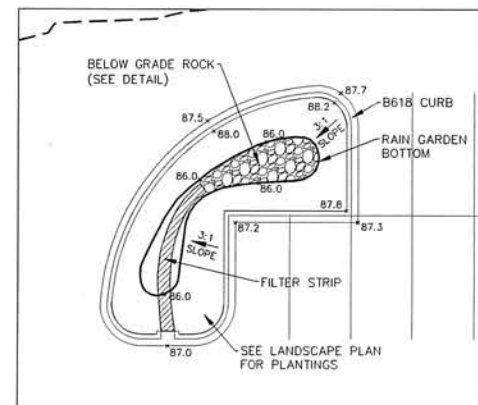
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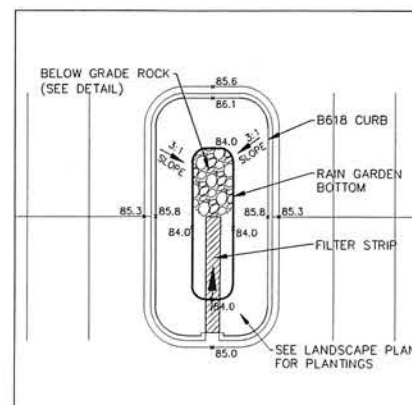


Grading Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		BREAK LINE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION



ISLAND GRADING TYPICAL
SCALE: 1"=10'



ISLAND GRADING TYPICAL
SCALE: 1"=10'

Notes

- EXISTING RAINGARDEN UPON COMPLETION OF CONSTRUCTION, EXISTING SEDIMENT SHALL BE REMOVED, AND SOIL MEDIA SHALL BE PLACED.
- INSTALL INLET PROTECTION (SEE DETAIL)
- PROPOSED RAINGARDENS WILL REQUIRE TO BE OVER EXCAVATED FOR PROPOSED PLANTING MEDIA (SEE DETAIL)

Grading Notes

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND 500 OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY 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.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEN-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RECOMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

Erosion Control Notes

- SILT FENCE WILL BE INSTALLED AROUND SITE IN ALL FILL AREAS AND LOCATIONS WHERE STORM WATER RUNOFF MAY LEAVE THE SITE, PRIOR TO ANY EXCAVATION/CONSTRUCTION ACTIVITIES.
- ROCK CONSTRUCTION ENTRANCE WILL BE INSTALLED AT ALL CONSTRUCTION ENTRANCES.
- SILTATION AND EROSION CONTROL: THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED CATCH BASIN INSERTS, ROCK CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. CONTROL SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER, ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- CONTRACTOR SHALL INSTALL TEMPORARY INLET PROTECTION (WMCO OR EQUIVALENT) AROUND ALL CATCH BASIN GRATE INLETS, AFFECTED BY THIS CONSTRUCTION.
- ALL DISTURBED AREAS SHALL HAVE TEMPORARY PROTECTION OR PERMANENT COVER OVER EXPOSED SOIL AREAS IF NOT BEING ACTIVELY GRADED WITHIN SEVEN (7) DAYS.
- FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH 500 OR WOOD FIBER BLANKET IS REQUIRED.
- PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE COMPLETED DAILY.

Westwood

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Designed: **RM**
Checked: **RM**
Drawn:
Record Drawing by/Date:

Revisions:
02/07/17 - CITY COMMENTS
05/07/17 - CITY COMMENTS
11/15/17 - UPDATED SITE DATA

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.

Ryan Blum, PE

Date: 11/15/17 License No. 41257

Prepared for:

**KaasWilson
Architects**

1301 American Boulevard East, Suite 100
Bloomington, Minnesota 55425

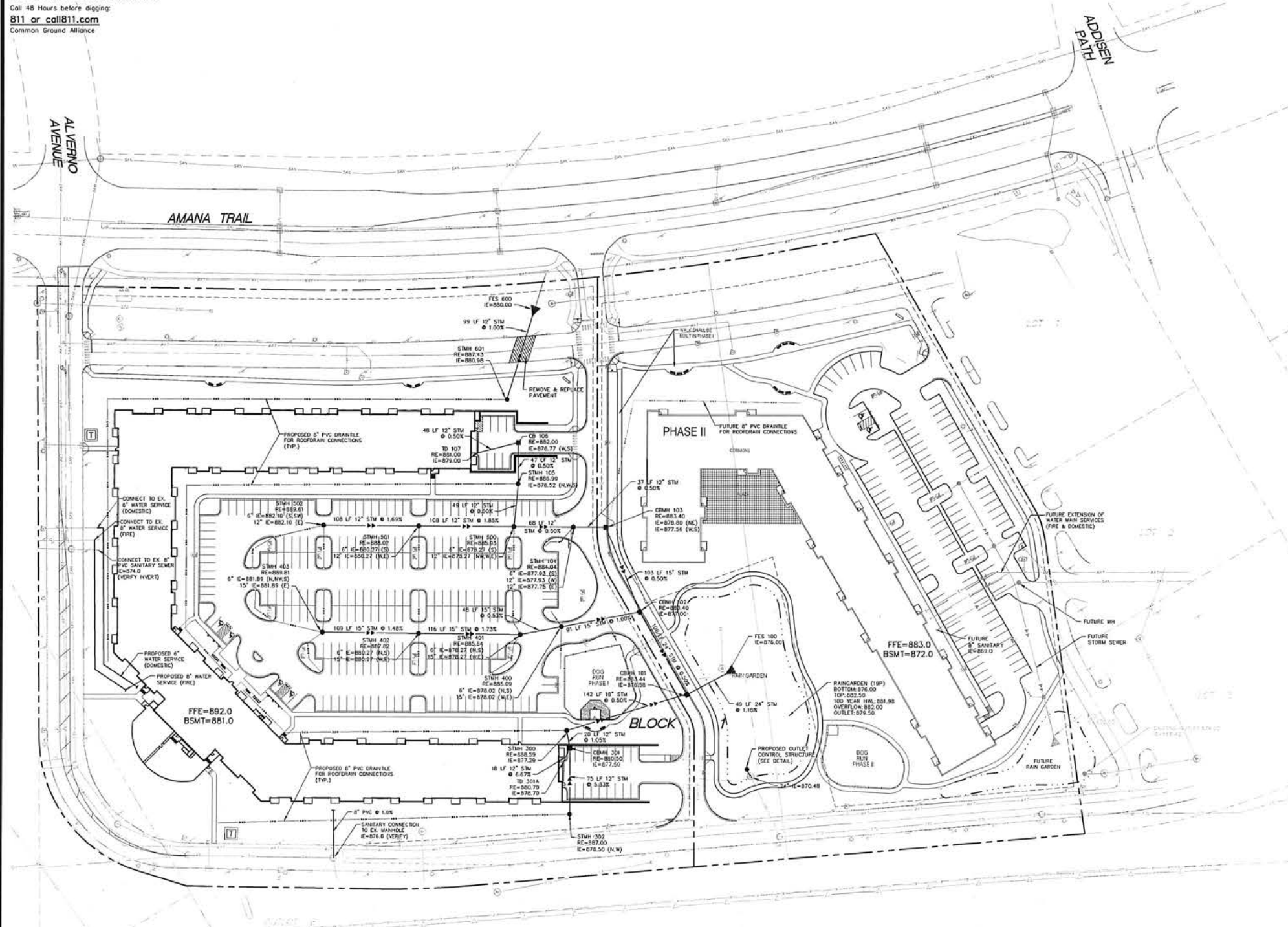
**Inver Grove
Luxury
Apartments**

Inver Grove Heights, Minnesota

**GRADING & EROSION
CONTROL PLAN**

Date: 02/06/17
Sheet: C4 OF 14

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Utility Legend

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIPRAP)
---	---	LIGHT POLE
---	---	VERTICAL UTILITY SEPARATION
---	---	CLEANOUT
---	---	CURB STOP

General Utility Notes

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SANITARY SEWER, STORM SEWER AND WATER MAIN INSTALLATIONS SHALL BE PER MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
- ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
- PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
- A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER OR STORM SEWER.
- UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
- ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
- ALL WATER LINES SHALL BE DUCTILE IRON WRAPPED IN POLYETHYLENE, CLASS 52 WITH 7.5' MINIMUM COVER. PROVIDE MINIMUM SEPARATION OF 18" FROM SANITARY SEWER & STORM SEWER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER.
- INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
- SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF BUILDING AND UNDER FOOTINGS, PIPE SHALL BE PVC SCHEDULE 40.
- STORM SEWER PIPE SHALL BE HDPE STORM SEWER PIPE. HDPE STORM PIPE SHALL MEET REQUIREMENTS OF ASTM F2648. PIPE SHALL BE WATER TIGHT ACCORDING TO ASTM D3212 REQUIREMENTS. PVC STORM SEWER PIPE SHALL BE SCHEDULE 40 PIPE. FLARED END SECTIONS SHALL BE RCP WITH TRASH GUARDS & RIP-RAP.
- POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCV52 (OR EQUIVALENT).
- AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.

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Revisions:
02/15/17 - CITY COMMENTS
02/15/17 - CITY COMMENTS
02/15/17 - UPGRADED SITE DATA

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.

R. B. B.
Ryan B. B., P.E.

Date: 11/15/17 License No. 41257

Prepared for:

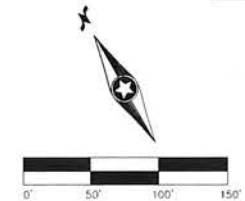
**KaasWilson
Architects**

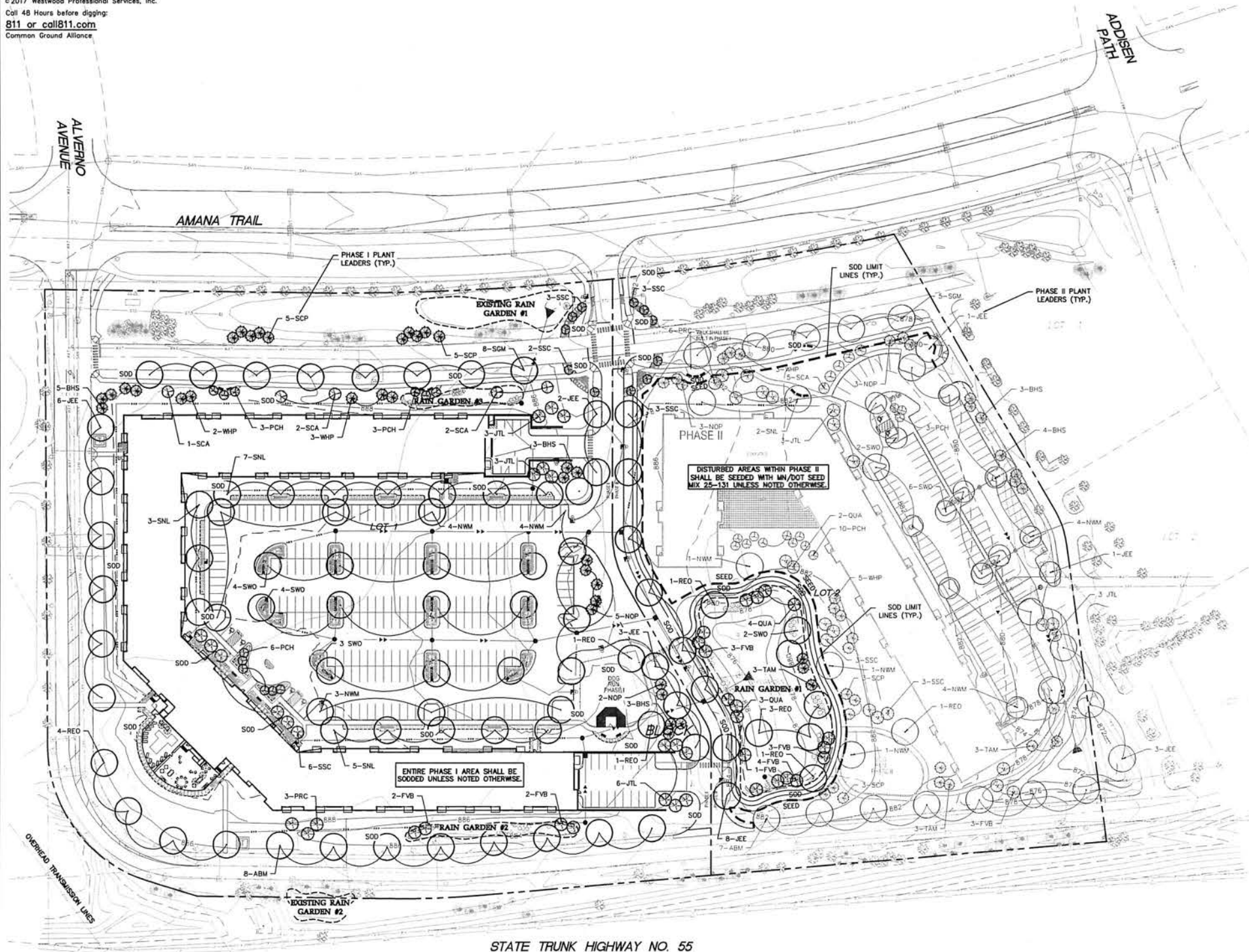
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**Inver Grove
Luxury
Apartments**
Inver Grove Heights, Minnesota

UTILITY PLAN

Date: 02/06/17
Sheet: C5 OF 14





Phase I Plant Schedule

CODE	QTY.	CAL. IN.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
75	225		DECIDUOUS OVERSTORY TREES		
SGM	8	24	SIENNA GLEN MAPLE / ACER X FREEMANNI 'SIENNA'	3.0" BB	AS SHOWN
NWM	11	33	NORTHWOOD MAPLE / ACER RUBRUM 'NORTHWOOD'	3.0" BB	AS SHOWN
ABM	8	24	AUTUMN BLAZE MAPLE / ACER X FREEMANNI 'AUTUMN BLAZE'	3.0" BB	AS SHOWN
REO	6	18	RED OAK / QUERCUS RUBRA	3.0" BB	AS SHOWN
SWO	11	33	SWAMP WHITE OAK / QUERCUS BICOLOR	3.0" BB	AS SHOWN
SCA	5	15	SWEDISH COLUMBIAN ASPEN / POPULUS TREMULA 'ERECTA'	3.0" BB	AS SHOWN
SNL	15	45	SENTRY LINDEN / TILIA AMERICANA 'MCKENTRY'	3.0" BB	AS SHOWN
JEE	11	33	JEFFERSON ELM / ULMUS AMERICANA 'JEFFERSON'	3.0" BB	AS SHOWN
42	84		ORNAMENTAL TREES		
JTL	12	24	JAPANESE TREE LILAC / SYRINGA RETICULATA	6" HT. BB CLUMP	AS SHOWN
FVB	4	8	FOX VALLEY BIRCH / BETULA NIGRA 'LITTLE KING'	6" HT. BB CLUMP	AS SHOWN
QUA	4	8	QUAKING ASPEN / POPULUS TREMULOIDES	2.0" BB	AS SHOWN
PRC	3	6	PRAIRIE ROSE CRAB / MALUS 'PRAIRIE ROSE'	2.0" BB	AS SHOWN
SSC	11	22	PINK FLAIR CHERRY / PRUNUS SARGENTII 'FS-KW58'	2.0" BB	AS SHOWN
33	99		EVERGREEN TREES		
BHS	11	33	BLACK HILLS SPRUCE / PICEA GLAUCOA DENSATA	8" HT. BB	AS SHOWN
TAM	9	27	TAMARACK / LARIX LARicina	8" HT. BB	AS SHOWN
NOP	7	21	NORWAY PINE / PINUS RESINOSA	8" HT. BB	AS SHOWN
SCP	10	30	SCOTCH PINE / PINUS SYLVESTRIS	8" HT. BB	AS SHOWN
WHP	5	15	WHITE PINE / PINUS STROBUS	8" HT. BB	AS SHOWN

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

• PHASE I SHRUBS & PERENNIALS SHOWN ON SHRUB PLANTING PLAN - SHEET L2.

Phase II Plant Schedule

CODE	QTY.	CAL. IN.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
59	177		DECIDUOUS OVERSTORY TREES		
SGM	5	15	SIENNA GLEN MAPLE / ACER X FREEMANNI 'SIENNA'	3.0" BB	AS SHOWN
NWM	11	33	NORTHWOOD MAPLE / ACER RUBRUM 'NORTHWOOD'	3.0" BB	AS SHOWN
ABM	7	21	AUTUMN BLAZE MAPLE / ACER X FREEMANNI 'AUTUMN BLAZE'	3.0" BB	AS SHOWN
REO	6	18	RED OAK / QUERCUS RUBRA	3.0" BB	AS SHOWN
SWO	10	30	SWAMP WHITE OAK / QUERCUS BICOLOR	3.0" BB	AS SHOWN
SCA	5	15	SWEDISH COLUMBIAN ASPEN / POPULUS TREMULA 'ERECTA'	3.0" BB	AS SHOWN
SNL	2	6	SENTRY LINDEN / TILIA AMERICANA 'MCKENTRY'	3.0" BB	AS SHOWN
JEE	13	39	JEFFERSON ELM / ULMUS AMERICANA 'JEFFERSON'	3.0" BB	AS SHOWN
60	120		ORNAMENTAL TREES		
JTL	6	12	JAPANESE TREE LILAC / SYRINGA RETICULATA	6" HT. BB CLUMP	AS SHOWN
FVB	14	28	FOX VALLEY BIRCH / BETULA NIGRA 'LITTLE KING'	6" HT. BB CLUMP	AS SHOWN
QUA	9	18	QUAKING ASPEN / POPULUS TREMULOIDES	2.0" BB	AS SHOWN
PRC	6	12	PRAIRIE ROSE CRAB / MALUS 'PRAIRIE ROSE'	2.0" BB	AS SHOWN
SSC	12	24	PINK FLAIR CHERRY / PRUNUS SARGENTII 'FS-KW58'	2.0" BB	AS SHOWN
PCH	13	26	PINK FLAIR CHERRY / PRUNUS SARGENTII 'FS-KW58'	2.0" BB	AS SHOWN
36	108		EVERGREEN TREES		
BHS	7	21	BLACK HILLS SPRUCE / PICEA GLAUCOA DENSATA	8" HT. BB	AS SHOWN
TAM	9	27	TAMARACK / LARIX LARicina	8" HT. BB	AS SHOWN
NOP	6	18	NORWAY PINE / PINUS RESINOSA	8" HT. BB	AS SHOWN
SCP	6	18	SCOTCH PINE / PINUS SYLVESTRIS	8" HT. BB	AS SHOWN
WHP	8	24	WHITE PINE / PINUS STROBUS	8" HT. BB	AS SHOWN

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

• PHASE II SHRUBS & PERENNIALS TO BE SHOWN ON FUTURE PHASE 2 CONSTRUCTION DOCUMENTS.

Landscape Requirements

ARGENTA HILLS P.U.D.
- 811.5 CALIPER INCHES REQUIRED FOR PHASE I & PHASE II

TOTAL TREES REQUIRED:	811.5 CAL. IN.	
811.5/2.5" = 325 - 2.5" TREES		
TOTAL TREES PROVIDED:	305 TREES	813 CAL. IN.
LOT 1 (PHASE I):	150 TREES	408 CAL. IN.
OVERSTORY -	75 TREES	225 CAL. IN.
CONIFEROUS -	33 TREES	99 CAL. IN.
ORNAMENTAL -	42 TREES	84 CAL. IN.
LOT 2 (PHASE II):	155 TREES	405 CAL. IN.
OVERSTORY -	59 TREES	177 CAL. IN.
CONIFEROUS -	36 TREES	108 CAL. IN.
ORNAMENTAL -	60 TREES	120 CAL. IN.

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Record Drawing by/date:

Revisions:
02/20/17 - CITY COMMENTS
04/26/17 - CITY COMMENTS
04/26/17 - UPDATED SITE DATA

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Nicholas T. Meyer, P.L.A.

Date: 11/15/17 License No.: 53774

Prepared for:

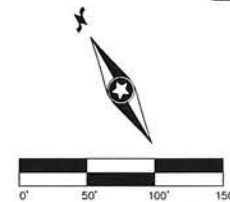
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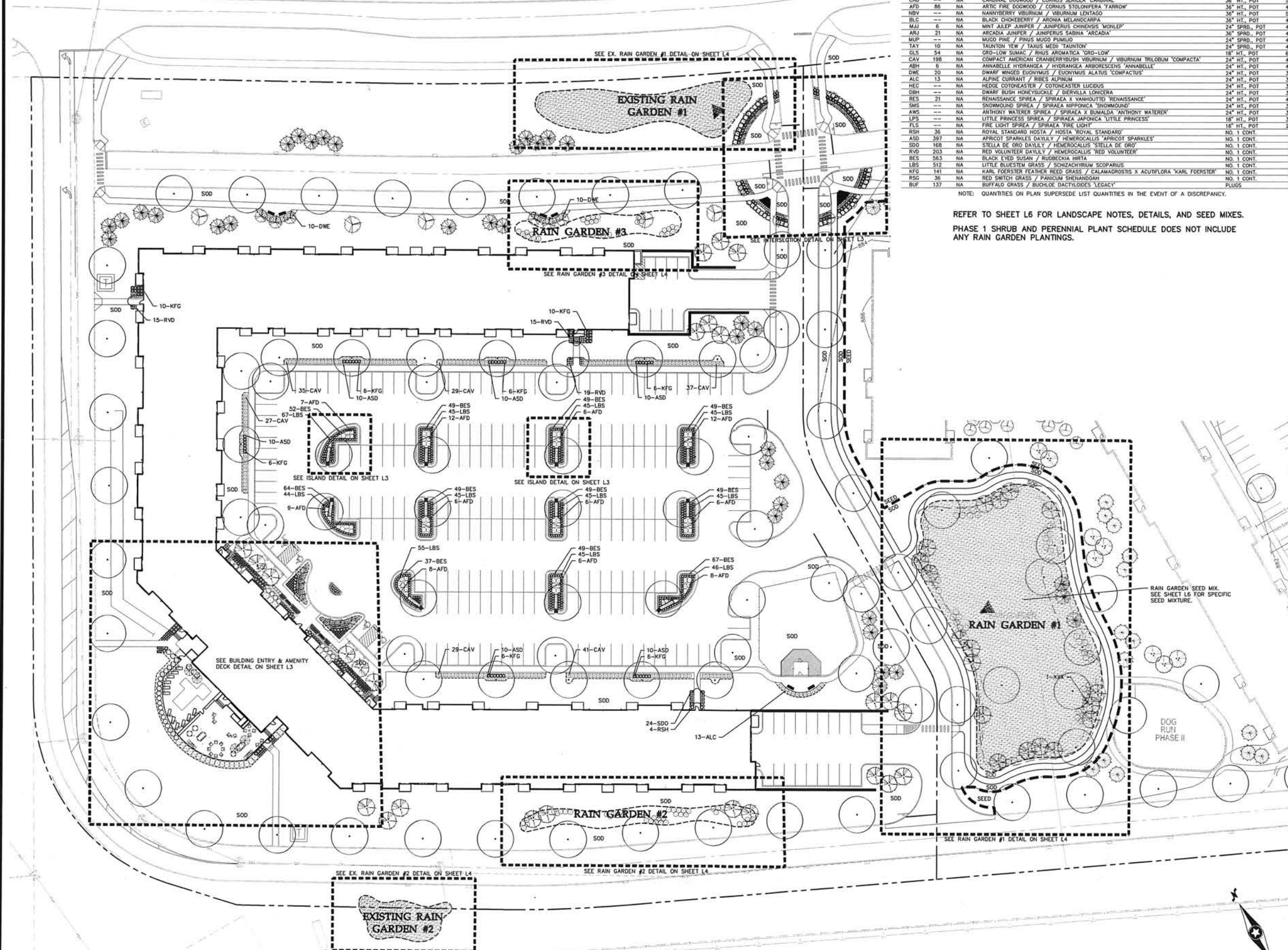
TREE PLANTING
PLAN

Date: 02/06/17
Sheet: L1 OF 14



REFER TO SHEET L6 FOR LANDSCAPE NOTES, DETAILS, AND SEED MIXES.

AMANA TRAIL



STATE TRUNK HIGHWAY NO. 55

Phase I Shrub & Perennial Plant Schedule

CODE	QTY.	CAL.	IN.	COMMON/BOTANICAL NAME	SIZE	SPACING	O.C.
TEA	---	NA	---	TECHNY ARBORVITAE / THUJA OCCIDENTALIS 'TECHNY'	4' BB	4'-0"	O.C.
GRD	---	NA	---	GRAY DOGWOOD / CORNUS RACEMOSA	36" HT., POT	5'-0"	O.C.
CAD	---	NA	---	CARDINAL DOGWOOD / CORNUS SERICEA 'CARDINAL'	36" HT., POT	5'-0"	O.C.
AFD	86	NA	---	ARTIC FIRE DOGWOOD / CORNUS STOLONIFERA 'FARROW'	36" HT., POT	4'-0"	O.C.
NBV	---	NA	---	NANNYBERRY VIBURNUM / VIBURNUM LENTAGO	36" HT., POT	5'-0"	O.C.
BLC	---	NA	---	BLACK CHOKEBERRY / ARONIA MELANOCARPA	36" HT., POT	4'-0"	O.C.
MJJ	6	NA	---	MINT ALLEP JUNIPER / JUNIPERUS CHINENSIS 'MONLEP'	24" SPRL., POT	4'-0"	O.C.
ARJ	21	NA	---	ARCADIA JUNIPER / JUNIPERUS SABINA 'ARCADIA'	36" SPRL., POT	4'-0"	O.C.
MUP	---	NA	---	MUGO PINE / PINUS MUGO PUMILO	24" SPRL., POT	4'-0"	O.C.
TAT	10	NA	---	TAUNTON YEW / TAXUS MEDIO 'TAUNTON'	24" SPRL., POT	4'-0"	O.C.
GLS	54	NA	---	GRD-LOW SUMAC / RHUS AROMATICA 'GRD-LOW'	18" HT., POT	8'-0"	O.C.
CAV	198	NA	---	COMPACT AMERICAN CRANBERRYBUSH VIBURNUM / VIBURNUM TRILOBUM 'COMPACTA'	24" HT., POT	4'-0"	O.C.
ABH	6	NA	---	ANNABELLE HYDRANGEA / HYDRANGEA ARBORESCENS 'ANNABELLE'	24" HT., POT	4'-0"	O.C.
DWC	20	NA	---	DWARF WINGED EUONYMUS / EUONYMUS ALATUS 'COMPACTUS'	24" HT., POT	3'-0"	O.C.
ALC	13	NA	---	ALPINE CURRANT / RIBES ALPINUM	24" HT., POT	3'-0"	O.C.
HEC	---	NA	---	HEDGE COTONEASTER / COTONEASTER LUCIDUS	24" HT., POT	3'-0"	O.C.
DBH	---	NA	---	DWARF BUSH HONEYSUCKLE / DIERVILLA LONICERA	24" HT., POT	3'-0"	O.C.
RES	21	NA	---	RENAISSANCE SPIREA / SPIRAEA X VANHOUTTEI 'RENAISSANCE'	24" HT., POT	4'-0"	O.C.
SMS	---	NA	---	SNOWMOUND SPIREA / SPIRAEA JAPONICA 'SNOWMOUND'	24" HT., POT	3'-0"	O.C.
AWS	---	NA	---	ANTHONY WATERER SPIREA / SPIRAEA X BUMALDA 'ANTHONY WATERER'	24" HT., POT	3'-0"	O.C.
LPS	---	NA	---	LITTLE PRINCESS SPIREA / SPIRAEA JAPONICA 'LITTLE PRINCESS'	18" HT., POT	3'-0"	O.C.
FLS	---	NA	---	FIRE LIGHT SPIREA / SPIRAEA FIRE LIGHT	18" HT., POT	2'-0"	O.C.
RSH	36	NA	---	ROYAL STANDARD HOSTA / HOSTA 'ROYAL STANDARD'	NO. 1 CONT.	18"	O.C.
ASD	397	NA	---	APRICOT SPARKLES DAILEY / HEMEROCALLIS 'APRICOT SPARKLES'	NO. 1 CONT.	12"	O.C.
SDO	168	NA	---	STELLA DE GRD DAILEY / HEMEROCALLIS 'STELLA DE GRD'	NO. 1 CONT.	12"	O.C.
RVD	203	NA	---	RED VOLUNTEER DAILEY / HEMEROCALLIS 'RED VOLUNTEER'	NO. 1 CONT.	12"	O.C.
BES	563	NA	---	BLACK EYED SUSAN / RUDEBECKIA HIRTA	NO. 1 CONT.	18"	O.C.
LBS	512	NA	---	LITTLE BLUESTEM GRASS / SCHIZACHYRIUM SCOPARIUS	NO. 1 CONT.	18"	O.C.
KFG	141	NA	---	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	NO. 1 CONT.	18"	O.C.
RSG	36	NA	---	RED SWITCH GRASS / PANICUM SHENANDOAH	NO. 1 CONT.	18"	O.C.
BUF	137	NA	---	BUFFALO GRASS / BUCHLOE DACTYLOIDES 'LEGACY'	PLUGS	10"	O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

REFER TO SHEET L6 FOR LANDSCAPE NOTES, DETAILS, AND SEED MIXES.
PHASE 1 SHRUB AND PERENNIAL PLANT SCHEDULE DOES NOT INCLUDE
ANY RAIN GARDEN PLANTINGS.

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Revisions:
02/20/17 - QTY CORRECTIONS
08/08/17 - SITE SUBMITTAL
04/24/17 - UPDATED SITE DATA

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direct supervision and that I am a duly licensed PROFESSIONAL
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Nicholas T. Meyer, P.L.A.

Date: 11/15/17 License No. 53774

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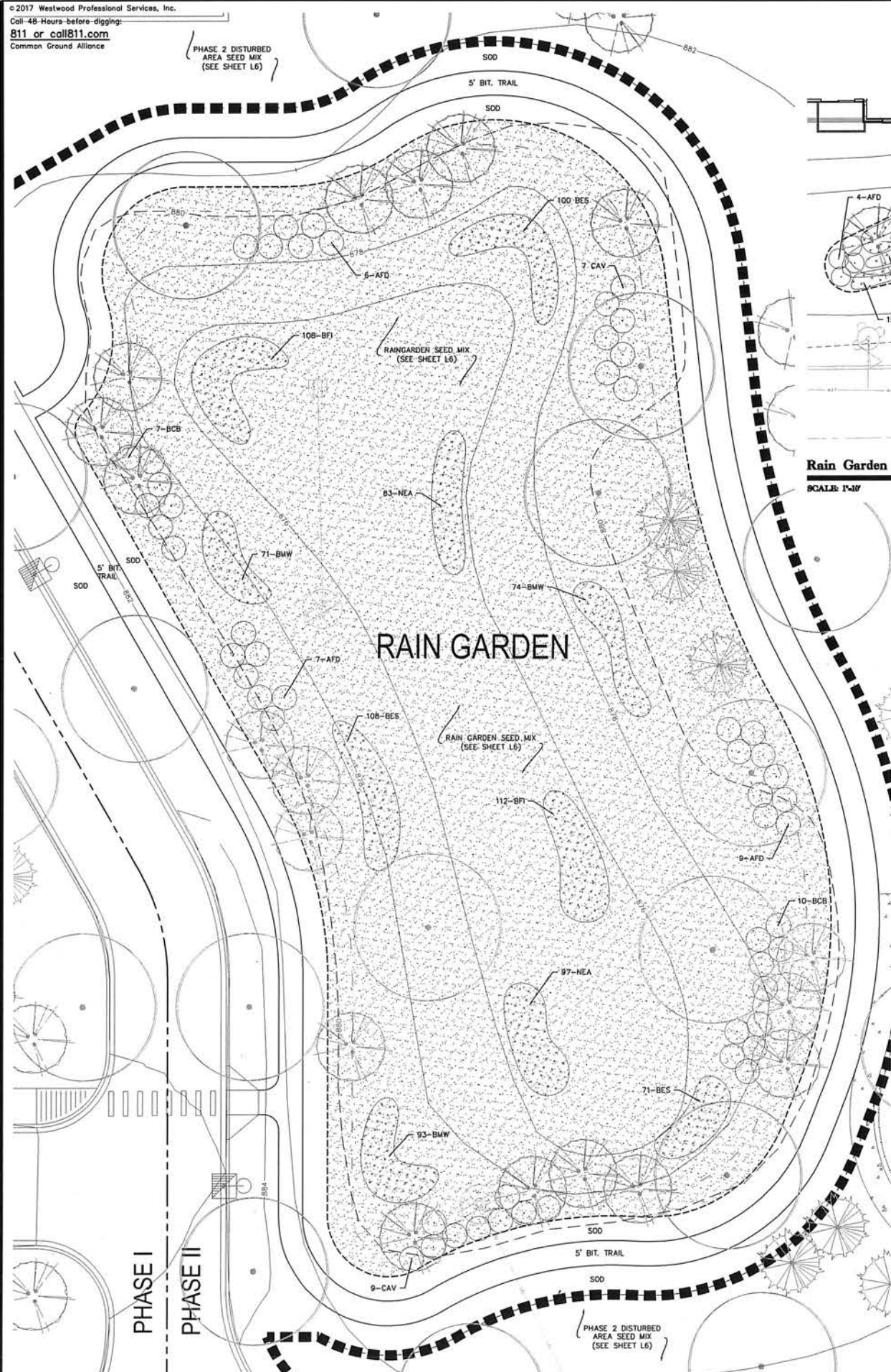
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SHRUB PLANTING
PLAN

Date: 02/06/17
Sheet: 12 OF 14

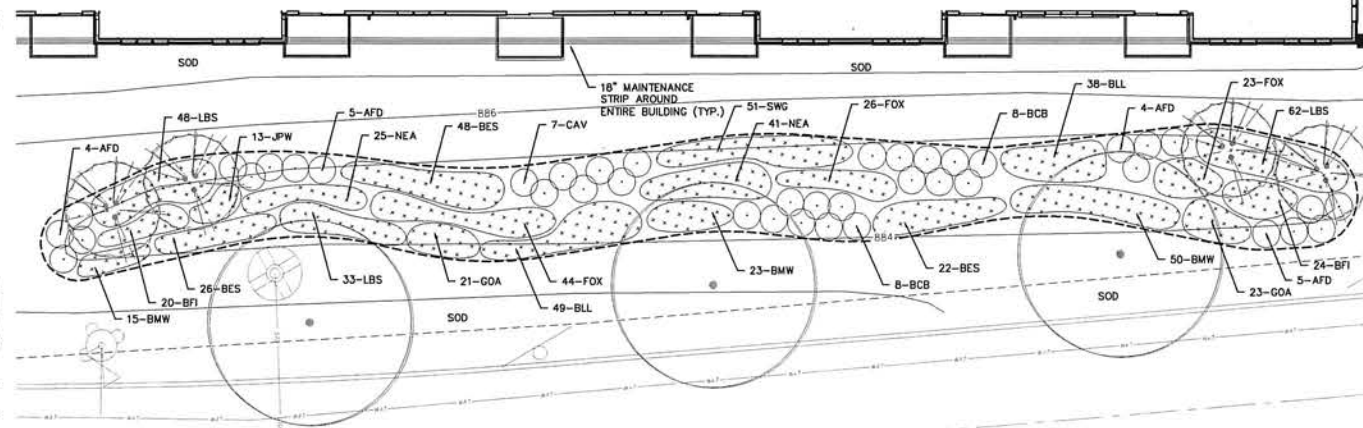
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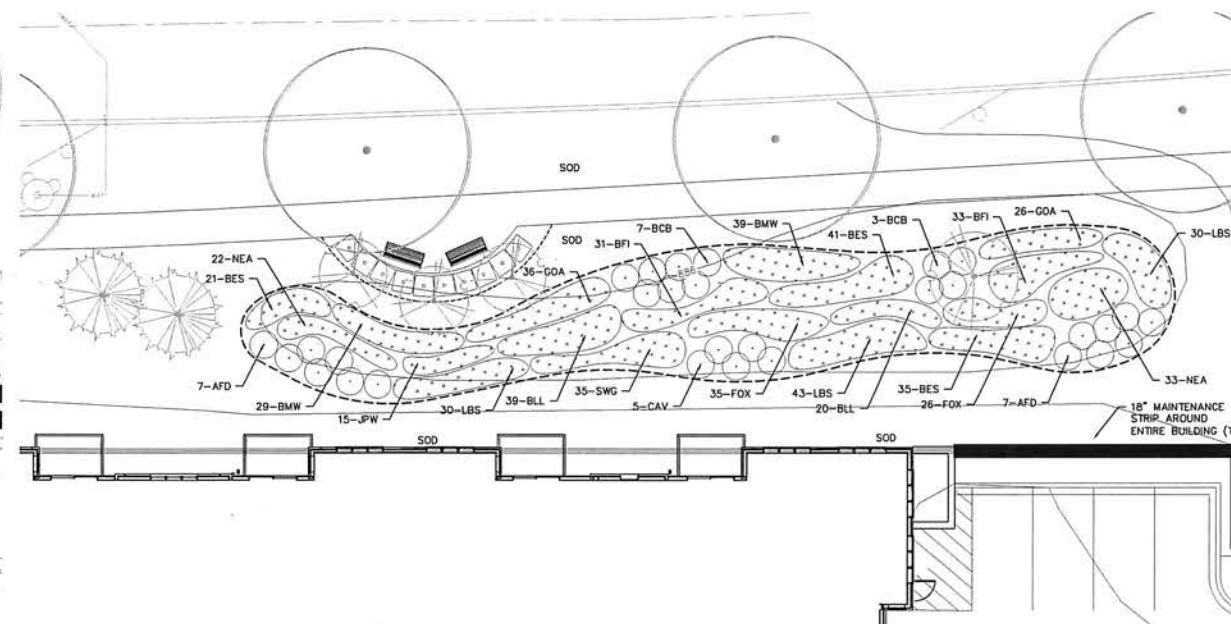
Rain Garden #1 Planting Detail

SCALE: 1"=10'



Rain Garden #2 Planting Detail

SCALE: 1"=10'



Rain Garden #3 Planting Detail

SCALE: 1"=10'

Overall Rain Garden Suggested Plant Schedule

PLANT SCHEDULE					
CODE	QTY	COMMON NAME/LATIN NAME	SIZE	ROOT	REMARKS
BLL	146	BLUE LOBELIA <i>Lobelia siphilitica</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE
BFI	451	BLUEFLAG <i>Iris versicolor</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE
BMW	394	BUTTERFLY MILKWEED <i>Asclepias tuberosa</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE / SIDESLOPE
BES	671	BROWN-EYED SUSAN <i>Rudbeckia subtomentosa</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE / SIDESLOPE
SWG	124	SWITCHGRASS <i>Panicum virgatum</i>	PLUG	SEEDLING	PLANT 18" O.C. SIDESLOPE
LBS	246	LITTLE BLUESTEM <i>Schizanthus scoparius</i>	PLUG	SEEDLING	PLANT 18" O.C. SIDESLOPE
GOA	106	GOLDEN ALEXANDERS <i>Zizia aurea</i>	PLUG	SEEDLING	PLANT 18" O.C. SIDESLOPE
NEA	440	NEW ENGLAND ASTER <i>Aster novae-angliae</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE
JPW	28	JOE-PYE-WEED <i>Eupatorium maculatum</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE
FOX	154	FOX SEDGE <i>Carex vulpinoidea</i>	PLUG	SEEDLING	PLANT 18" O.C. BASE
CAV	28	COMPACT AMERICAN VIBURNUM <i>Viburnum trilobum 'Boley Compact'</i>	18" HT.	#2 CONT.	PLANT 5'-0" O.C. BASE
BCB	43	BLACK CHOKEBERRY <i>Aronia melanocarpa</i>	18" HT.	#2 CONT.	PLANT 5'-0" O.C. BASE / SIDESLOPE
AFD	59	ARCTIC FIRE DOGWOOD <i>Cornus stolonifera 'Ferre'</i>	18" HT.	#2 CONT.	PLANT 5'-0" O.C. SIDESLOPE

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN. SEE SHEET L2 FOR ENTIRE SHRUB AND PERENNIAL PLANT SCHEDULE. REFER TO SHEET L6 FOR LANDSCAPE NOTES, DETAILS, AND SEED MIXES.

Rain Garden Notes

- SEE LANDSCAPE PLAN AND/OR DETAIL SHEETS FOR OTHER PLANTINGS AND GENERAL PLANTING INSTALLATION.
- PROVIDE AND INSTALL EROSION CONTROL BLANKET AT RAIN GARDEN AREA SIDESLOPES AFTER ALL PLANTING HAVE BEEN INSTALLED. BLANKET TO BE ONE SEASON GEOTEXTILE, MINIMUM CATEGORY 2 (STRAW 15, WOOD FIBER 15), OR APPROVED EQUAL. BLANKET TO BE OVERLAPPED BY 4" AND ANCHORED BY SOD STAPLES. PLACE BLANKET PERPENDICULAR TO THE SLOPE. TRENCH IN EDGES OF BLANKET AREA TO PREVENT UNDER MINING. PROVIDE SILT FENCE AT TOP OF SLOPE AS NEEDED.
- SHREDDED HARDWOOD MULCH TO MATCH OTHER PROJECT PLANTING MULCH. PLACE 4" DEPTH OF MULCH AT ALL PLANTING AND EROSION CONTROL BLANKET AREA (NO FILTER FABRIC).
- SEE LANDSCAPE PLAN AND/OR DETAIL SHEET FOR RAIN GARDEN SECTION. DRAINAGE TO BE AT BOTTOM OF SECTION AND CONNECTED TO STORM SEWER SYSTEM. COMPACTION AND/OR SOIL EROSION IN THE RAIN GARDEN SOIL PROFILE IS NOT ALLOWED. REMOVE AND REPLACE AS NEEDED TO PROVIDE PROPER INFILTRATION AND DRAINAGE REQUIREMENTS PER ENGINEERS APPROVAL.

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Revisions:
02/03/17 - CITY COMMENTS
04/05/17 - CITY COMMENTS
11/15/17 - UPDATED SITE DATA

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Nicholas T. Meyer, P.E.
Date: 11/15/17 License No. 53774

Prepared for:

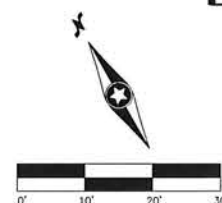
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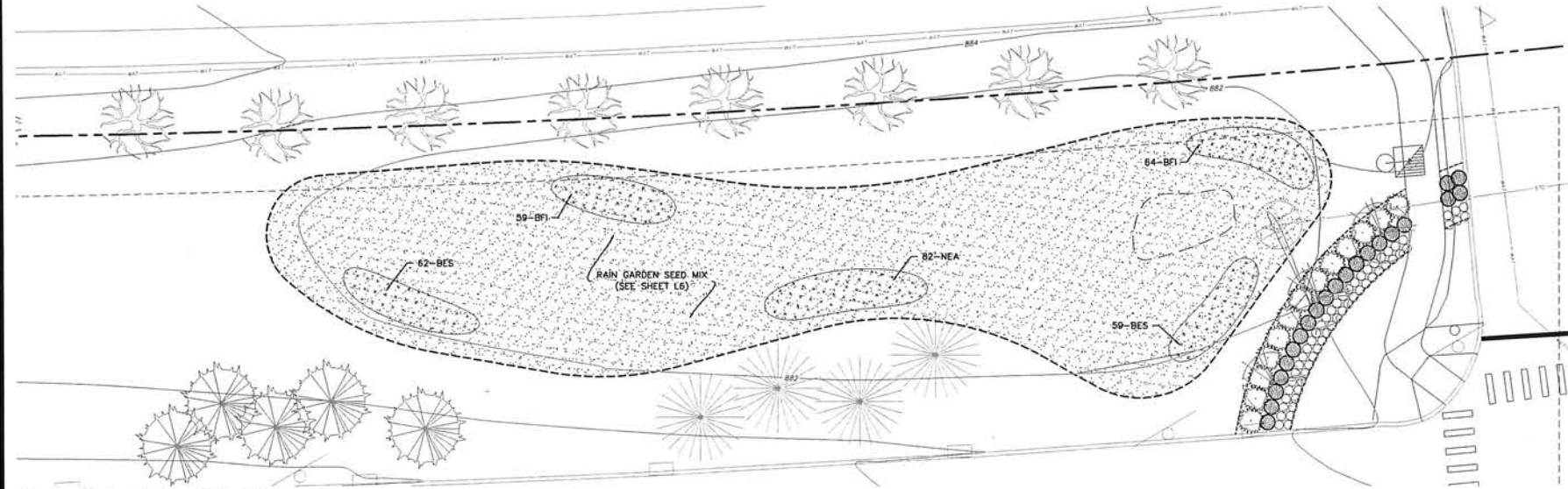
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RAIN GARDEN
PLANTING
DETAILS

Date: 02/06/17
Sheet: L4 OF 14





Existing Rain Garden #1 Detail

SCALE: 1"=10'



Existing Rain Garden #2 Detail

SCALE: 1"=10'

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11/15/17 -

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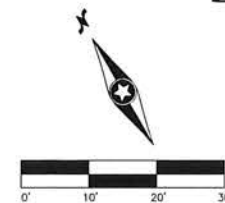
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Inver Grove Heights, Minnesota

**RAIN GARDEN
PLANTING
DETAILS**

Date: 02/06/17
Sheet: L5 OF 14



Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
	9	AA2	BACK-BACK	1.000	LUMARK PRV-A40-D-UNV-T5-BZ MOUNT ON 25FT POLE WITH 30IN BASE	286	15697
	3	BB2	BACK-BACK	0.900	LUMARK PRV-A40-D-UNV-T4-BZ MOUNT ON 25FT POLE WITH 30IN BASE	286	15157
	17	CC	SINGLE	0.900	LUMARK PRV-A40-D-UNV-T3-BZ MOUNT ON 25FT POLE WITH 30IN BASE	143	15203
	3	DD	SINGLE	0.900	LUMARK XTOR4B MOUNT AT 9FT	37.7	4269

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE GROUND	Illuminance	Fc	1.27	14.0	0.0	N.A.
EAST PARKING	Illuminance	Fc	2.33	4.5	0.6	3.88
WEST PARKING	Illuminance	Fc	2.36	4.2	1.0	2.36
						4.20

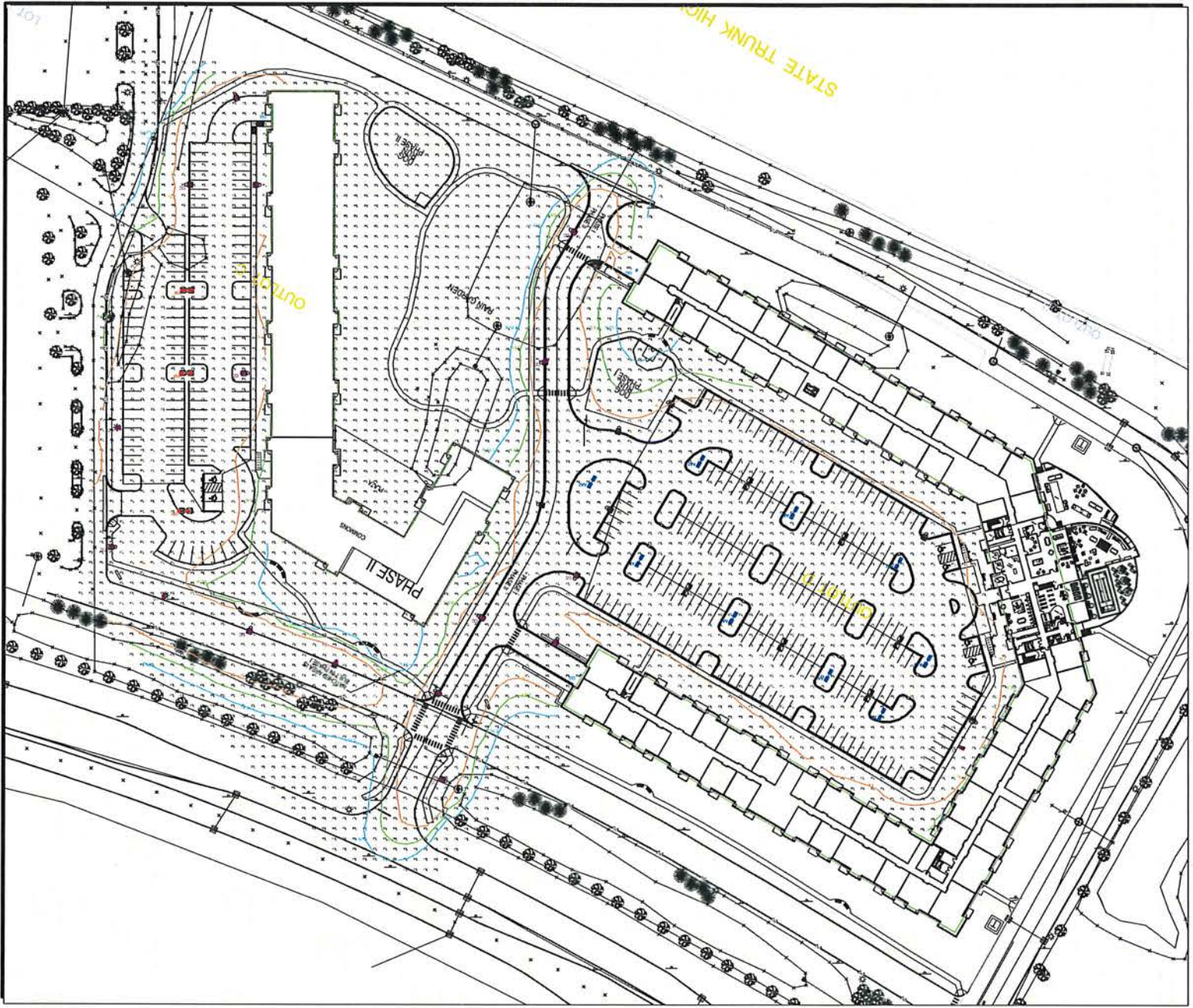
Luminaire Location Summary		X	Y	Z	Orient	Tilt
AA2	557718.1	233291.3	27.5	60	0	0
AA2	557809.7	233241.2	27.5	60	0	0
AA2	557870.2	233338.6	27.5	60	0	0
AA2	557630.9	233488.7	27.5	60	0	0
AA2	557777.5	233394.7	27.5	60	0	0
CC	557934.1	233017.0	27.5	150.857	0	0
CC	557962.6	233143.3	27.5	180	0	0
CC	558024.3	233395.1	27.5	150.137	0	0
CC	558067.3	233469.4	27.5	153.642	0	0
CC	558064.2	233553.4	27.5	335	0	0
AA2	557585.4	233437.0	27.5	60	0	0
CC	557952.3	233418.9	27.5	65.74	0	0
CC	557551.9	233562.1	27.5	332.949	0	0
CC	558313.4	232971.6	27.5	180.045	0	0
BB2	558317.0	233155.8	27.5	0	0	0
BB2	558316.2	233074.6	27.5	0	0	0
BB2	558318.3	233290.9	27.5	0	0	0
CC	557931.6	233352.5	27.5	245.242	0	0
CC	558169.2	233439.6	27.5	66.729	0	0
CC	558253.2	233408.9	27.5	66.729	0	0
CC	558338.4	233374.2	27.5	66.729	0	0
CC	558390.4	233326.3	27.5	0	0	0
CC	558383.8	233209.0	27.5	180	0	0
CC	558248.6	232971.2	27.5	0.045	0	0
CC	558260.6	233155.2	27.5	0	0	0
CC	558267.9	232886.7	27.5	112.869	0	0
DD	558233.9	232901.9	27.5	179.998	0	0
DD	557873.4	233053.9	27.5	327.936	0	0
DD	557927.5	233450.8	27.5	327.465	0	0
AA2	557613.9	233341.1	27.5	60	0	0
AA2	557684.1	233450.8	27.5	60	0	0
AA2	557916.8	233261.5	27.5	60	0	0



GENERAL NOTES:

- A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLIANCE TO THE LOCAL, STATE, OR FEDERAL LIGHTING CODES OR ORDINANCES.
- B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.
- C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON OBJECTS/SURFACES.

Plan View
Scale: 1 inch= 65 Ft.



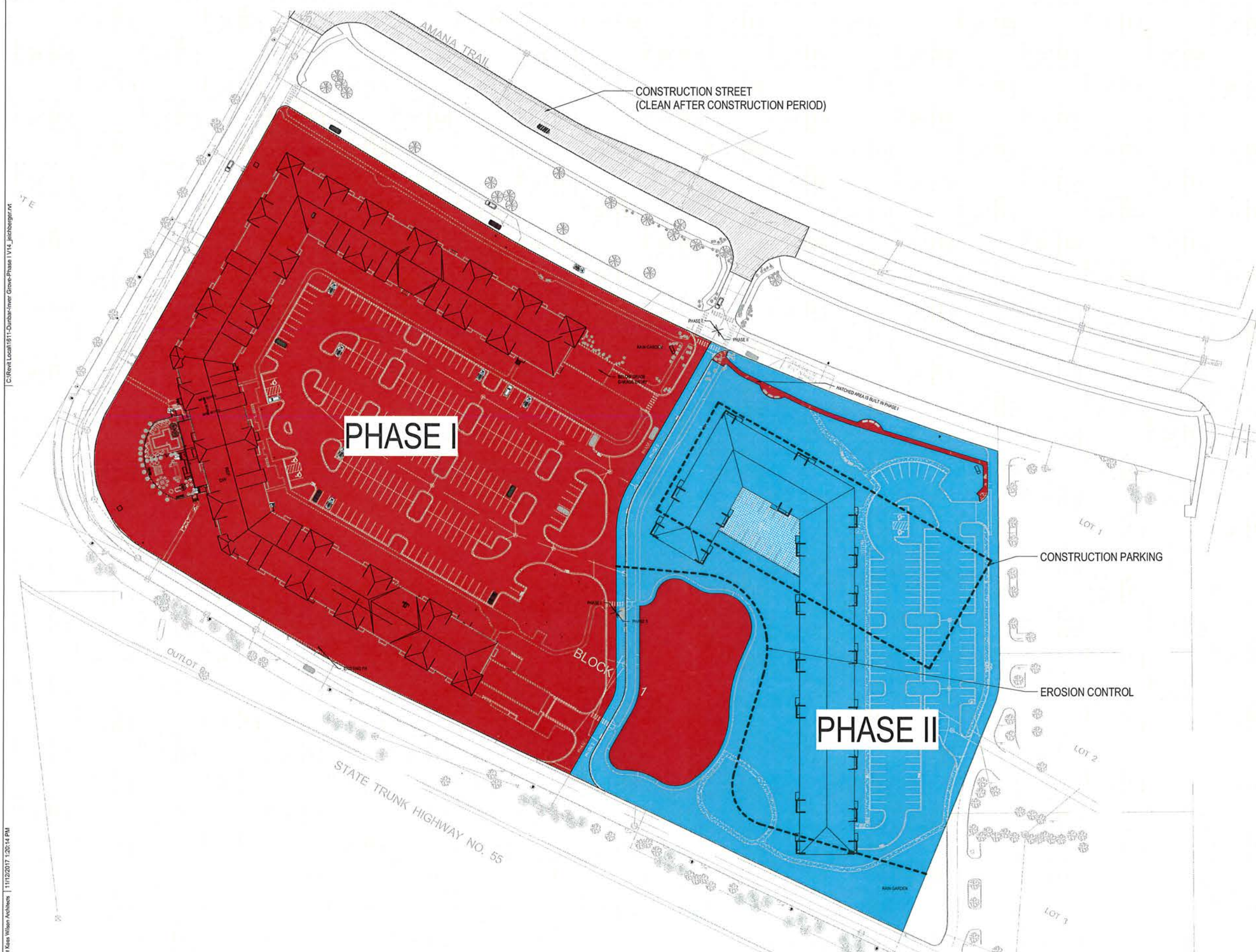
Arr. Watts	Lum. Lumens
286	15697
286	15157
143	15203
37.7	4269



#	Date	Comments

Drawn By: SANDY
Checked By: ROSS
Date: 2/3/2017
Scale: AS NOTED

INVER GROE APTS



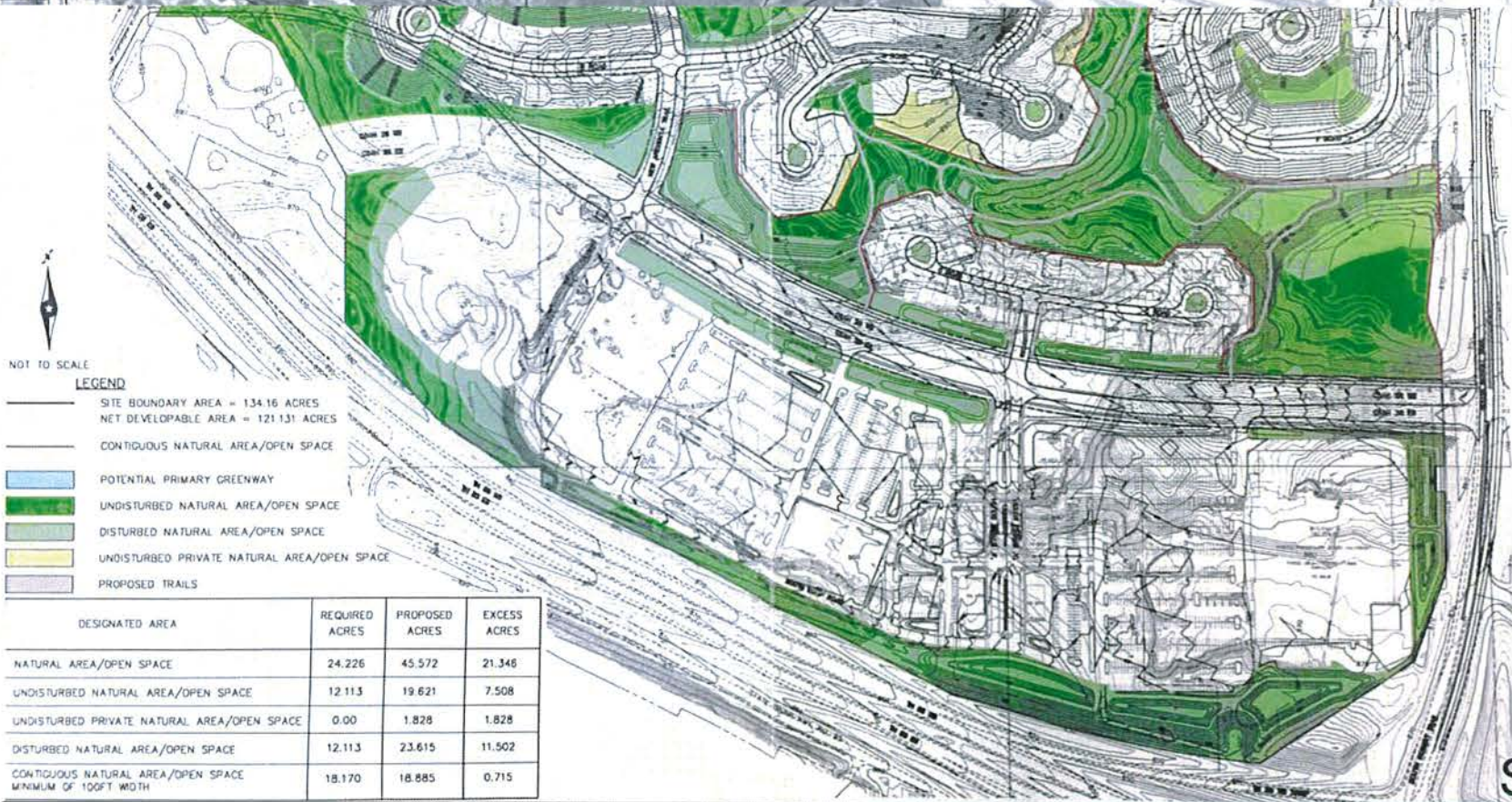
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1 Phasing Plan
1" = 40'-0"

Pervious Surface Comparison

SITE REQUIREMENTS				
CITY GUIDE LINE		PROPOSED PROJECT STATUS		
		PHASE I	PHASE II	PHASES I + II
Impervious Surface Max Coverage Allowed	60%	444,310 SF	333,186 SF	747,496 SF
Building Max Coverage Allowed	20%	NA	NA	NA
		9.6%	5.9%	15.7%
		117,496 SF	117,496 SF	234,992 SF
		NA	NA	274,344 SF

New Proposed Design Development



NOT TO SCALE

LEGEND

- SITE BOUNDARY AREA = 134.16 ACRES
- NET DEVELOPABLE AREA = 121.131 ACRES
- CONTIGUOUS NATURAL AREA/OPEN SPACE
- POTENTIAL PRIMARY GREENWAY
- UNDISTURBED NATURAL AREA/OPEN SPACE
- DISTURBED NATURAL AREA/OPEN SPACE
- UNDISTURBED PRIVATE NATURAL AREA/OPEN SPACE
- PROPOSED TRAILS

DESIGNATED AREA	REQUIRED ACRES	PROPOSED ACRES	EXCESS ACRES
NATURAL AREA/OPEN SPACE	24.226	45.572	21.346
UNDISTURBED NATURAL AREA/OPEN SPACE	12.113	19.621	7.508
UNDISTURBED PRIVATE NATURAL AREA/OPEN SPACE	0.00	1.828	1.828
DISTURBED NATURAL AREA/OPEN SPACE	12.113	23.615	11.502
CONTIGUOUS NATURAL AREA/OPEN SPACE MINIMUM OF 100FT WIDTH	18.170	18.885	0.715



1301 American Blvd E
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
fax: (612) 879-6666
www.kooswilson.com

Project: Inver Grove Heights Luxury Apartments

Owner: _____

Project Number: _____

Date: _____

Rev. No. _____

Revision _____

Date _____

Pervious Surface

1/4" = 1'-0"

SD_004

Previously Approved Proposal



1301 American Blvd E
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
fax: (612) 879-6666
www.kao-wilson.com

TYPICAL (EXTERIOR) MATERIAL



① Elevation 8 - a
1/16" = 1'-0"



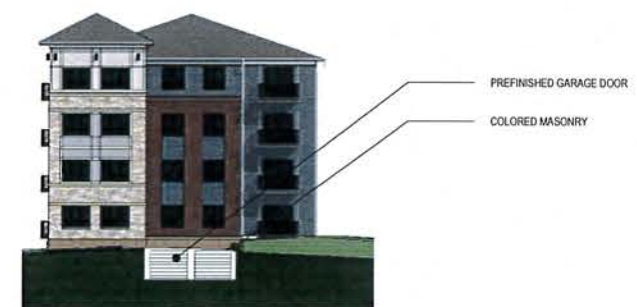
② Elevation 6 - a
1/16" = 1'-0"



③ Elevation 7 - a
1/16" = 1'-0"



④ Elevation 5 - a
1/16" = 1'-0"



⑤ Elevation 10 - a
1/16" = 1'-0"

Project:
Inver Grove Heights Luxury
Apartments

Owner:
Project Number:
Date:

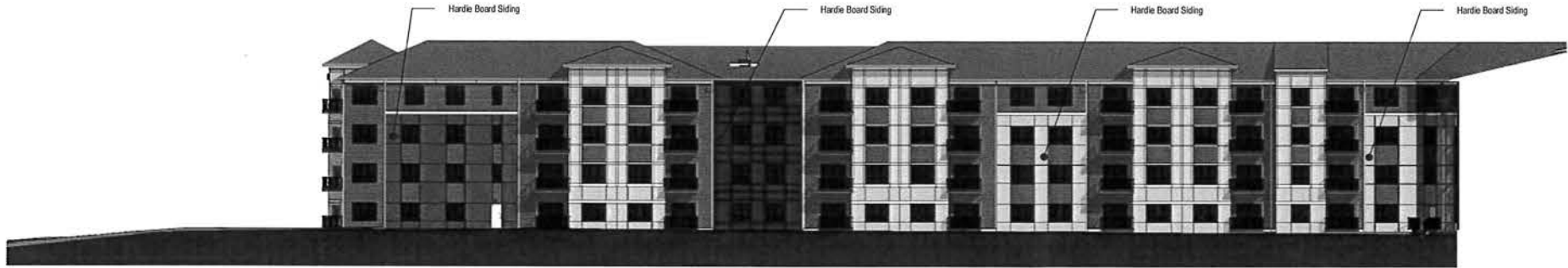
Date:
Revision:
Rev. No.:

Exterior
Elevations
As Indicated
SD_500

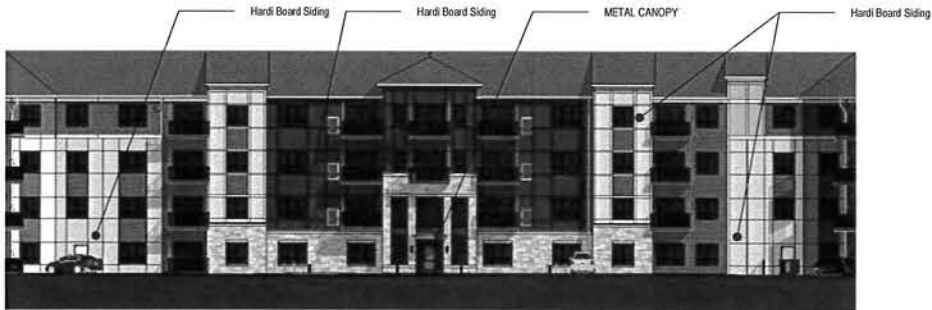
C:\Revit Local\1611-Dunbar-Inver Grove-Phase I\14_elevations.rvt
Copyright Kao Wilson Architects | 1/12/2017 1:21:44 PM

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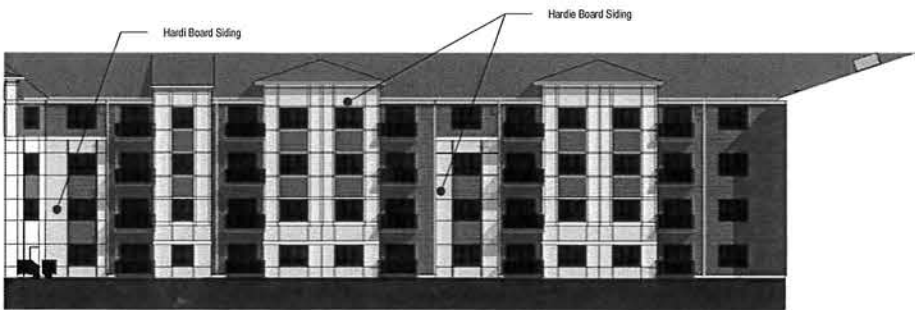
Copyright Koss Wilson Architects | 11/12/2017 1:22:07 PM



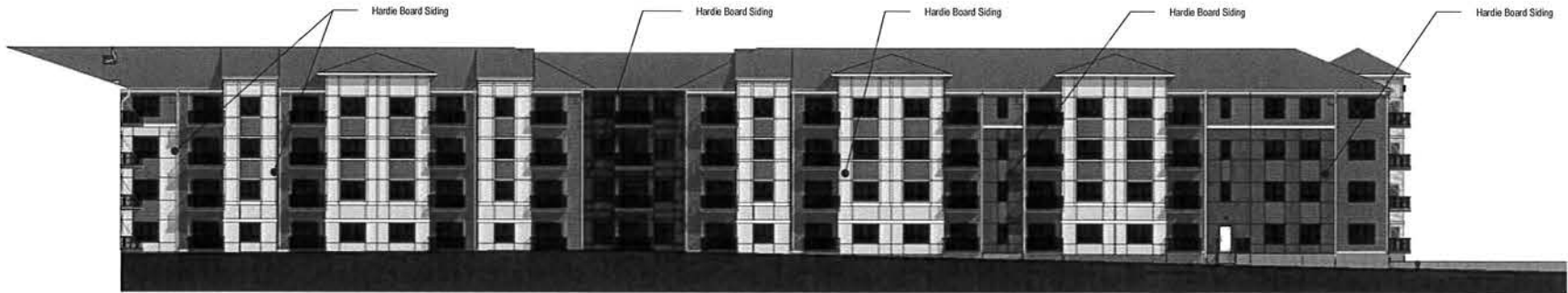
1 Elevation 2 - a
1/16" = 1'-0"



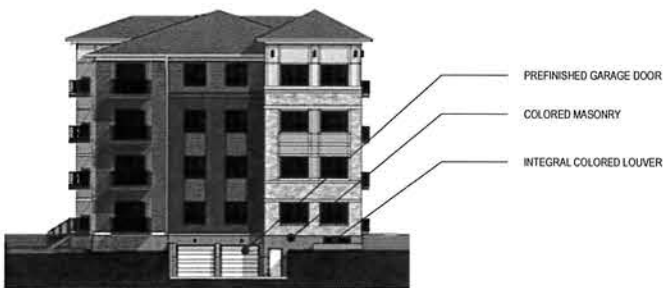
2 Elevation 1 - a
1/16" = 1'-0"



3 Elevation 3 - a
1/16" = 1'-0"



4 Elevation 4 - a
1/16" = 1'-0"



5 Elevation 5 - a
1/16" = 1'-0"

TYPICAL
(EXTERIOR)
MATERIAL

SEE SD 500

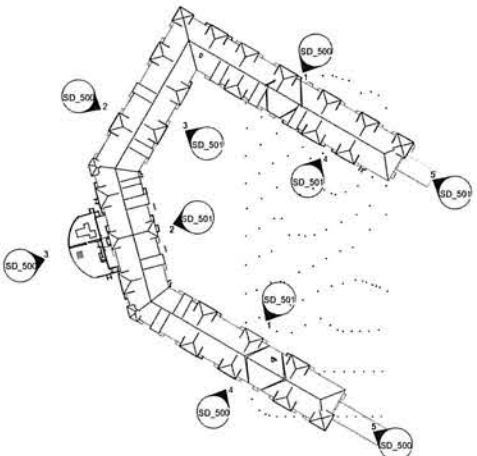
KW Koss
Wilson
Architects
1301 American Blvd E
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
fax: (612) 879-6666
www.kosswilson.com

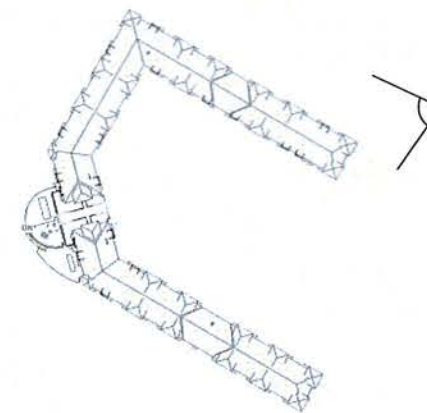
Project:
Inver Grove Heights Luxury
Apartments

Owner:
Project Number:
Date:

Date:
Revision:
Rev. No.:

Exterior
Elevations
As indicated
SD_501





1301 American Blvd E
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
fax: (612) 879-6666
www.kasswilson.com

Project:
Inver Grove Heights Luxury
Apartments

Owner:
Project Number
Date

Date

Revision

Rev. No.

North East
Corner

SD_900

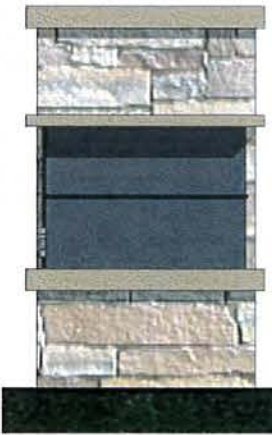
Commercial application is zoned to be 50' in height. Residential application is zoned to be 70' in height.
The proposed residential project is 49'-6" in height from 1st level to mid-point of roof.



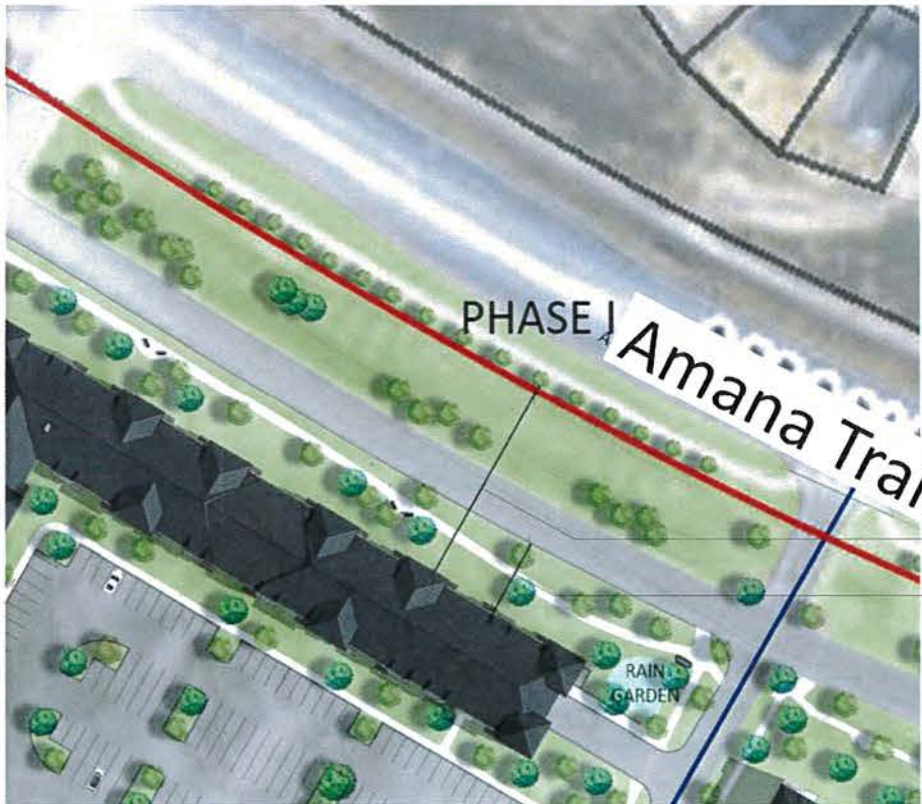
EXISTING MONUMENT SIGN



1 Monument elevation
1" = 1'-0"



2 Monument Elevation 2
1" = 1'-0"



Minimum setback distance required is 25'. The proposed building set back is at 45' to respect the neighbors along side Amana Trail.

KW
Kass Wilson Architects
1301 American Blvd E
Suite 100
Bloomington, MN 55425
Tel: (612) 879-6000
Fax: (612) 879-6666
www.kasswilson.com

Project:
Inver Grove Heights Luxury
Apartments

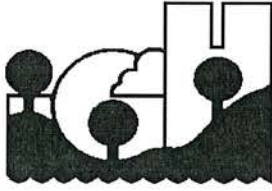
Owner:
Project Number
Date

Date
Revision
Rev. No.

Monument
Sign/Set Back/
Pervious Surface

SD_003

SD_003



CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Eric Carlson, Park & Recreation Director

CC: Joe Lynch, City Administrator

SUBJECT: NW Area Park Land Update

DATE: December 7, 2017

The comprehensive plan identifies a number of new neighborhood park sites for the northwest area. A total of five new neighborhood park sites are identified in the northwest portion of the City which is the area of the community that is expected to see growth over the next twenty years. Given the complex topography of the area the emphasis on the park system for the area will be small parks and connecting trails that provide for safe transportation system which connects neighborhoods, parks, and commercial areas.

Over the last several months the City has been working with two land owners in an effort to purchase property for our first public park. Our search area has been located south of 70th and west of Hwy 3. To date we have been unsuccessful in purchasing property but continue to be committed to locating a 5-10 acre parcel that would be suitable for creating a park.

As described in the 2020 Comp Plan, neighborhood parks should be 5 to 10 acres in size meeting the recreational needs of the adjacent neighborhood serving a radius of approximately ½ mile. The amenities of these parks should include informal active space and passive recreation areas.

Should you have any questions or concerns please feel free to contact me at 651.450.2587 or by email at ecarlson@ci.inver-grove-heights.mn.us.



ARGENTA HILLS – Retail
Inver Grove Heights, MN

February 2017

Argenta Hills is strategically positioned on the Northwest corner of Hwy 55 and South Robert Trail. Its premier anchor tenant, TARGET, opened its doors in 2012 and is a critical part of what was to become a 370,000sf mix of retail leaders within the development. This includes three (3) existing small shop buildings as well as land for sale.

The project went through a series of grand scale designs before the development became what it is today, which is a big box retail center intended for one (1) more anchor to compliment Target, add one (1) to two (2) junior anchors, fill up the buildings with small shop/service retail and add a couple of restaurants and a day care on the smaller land parcels available.

Challenges for Argenta Hills began with at least two (2) false starts on the ground break date for Target, which had a very strong impact on the preleasing efforts. Prospects that were ready to commit backed out, not wanting to open until Target formally announced their open date. By the time Target made their internal changes and decisions on their brand for this market, many of those prospects had found other options or had become gun shy and unsure of the development over all.

Another obstacle that dramatically affected every retailer of every size and every category across the country was the recession. Housing development came to a halt, foreclosures were a daily occurrence and retail development was frozen. Argenta Hills was in the cross fire of what was anticipated to become a powerful development and what the retail market had to do to survive. Anchor prospects were forced to revisit their growth and expansion plans which included protecting existing stores and potential overlap in areas that became marked as "tweener" sites. Argenta Hills is one of those sites as is it nestled between West Saint Paul and Eagan. Every big box prospect was already open and established in one or both of these trade areas.

The Recession changed the way retailers do business and it is not likely to ever be the way it was before. Although we have enjoyed areas of great recovery, housing development surrounding any retail site remains a key factor as prospects make their new store/ new market decisions. Argenta Hills is in great need of a powerful boost in this category.

Because of the historical shortage in density in this area, adding multifamily housing to Argenta Hills is an obvious move forward planned in two (2) phases. The development will feature dynamic 250 units to start, along with the second phase (which has yet to be determined) will very positively affect the retail strength of the center, combined with the already solid retail leader, Target. Although this will not necessarily guaranty the boost in retail desired "today", the additional homes and residential activity will absolutely re-engage the entire site.

Kris Schisel, Senior Associate
Welsh/Colliers International

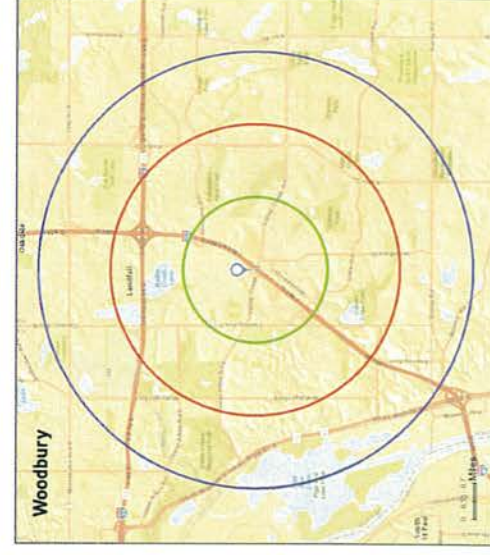
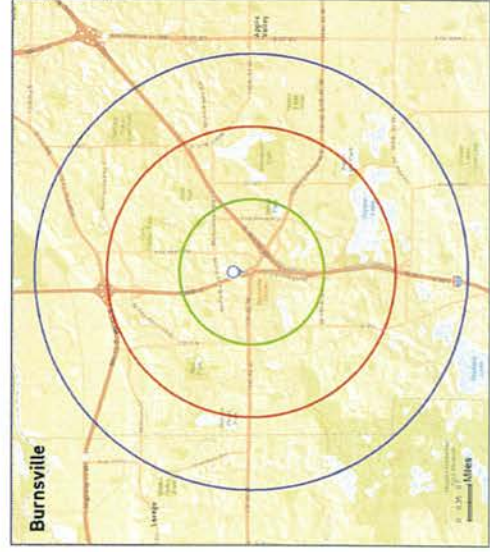
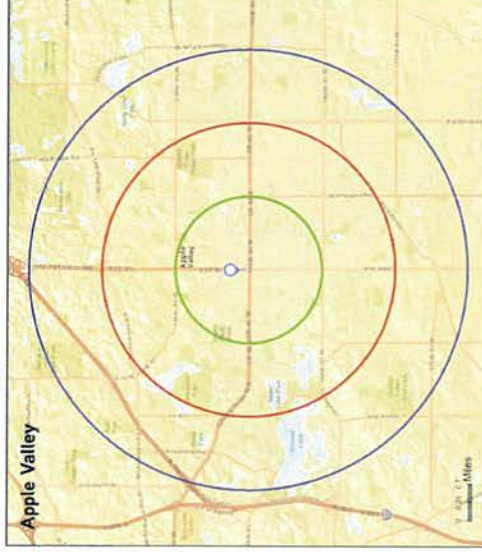
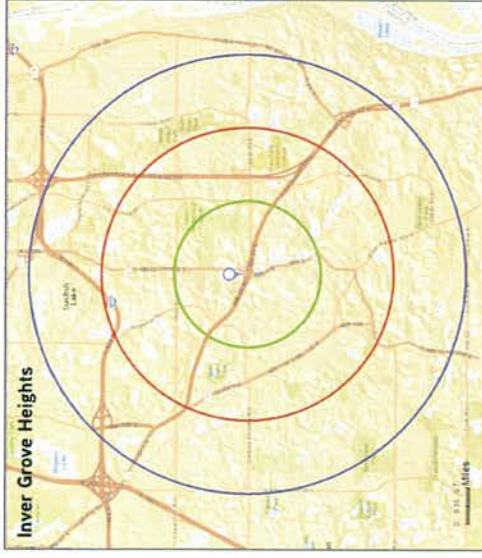


Demographic Comparison Southeast Metro



Average Income	1 Mile	2 Miles	3 Miles
Inver Grove Heights	\$121,047	\$112,455	\$105,621
Apple Valley	\$75,269	\$98,087	\$100,821
Bloomington	\$59,604	\$64,964	\$73,648
Burnsville	\$73,205	\$82,003	\$91,126
Eagan	\$70,890	\$97,527	\$101,019
Woodbury	\$87,708	\$95,519	\$95,162

Population	1 Mile	2 Miles	3 Miles
Inver Grove Heights	1,930	10,895	39,404
Apple Valley	12,304	39,504	84,702
Bloomington	12,880	50,657	111,299
Burnsville	8,416	36,783	74,536
Eagan	10,035	23,908	48,731
Woodbury	6,744	33,205	67,542



[Print](#) | [Close Window](#)

Subject: RE: Apartment vs Big Box Retail Development
From: David Higgins <david.higgins@mcgough.com>
Date: Tue, Mar 07, 2017 11:54 am
To: "Lyons, Scott" <Scott.Lyons@CO.DAKOTA.MN.US>, "Amy Belfiori (Amy.Belfiori@co.dakota.mn.us)" <Amy.Belfiori@co.dakota.mn.us>
Cc: "steven.dunbar@ivyprop.com" <steven.dunbar@ivyprop.com>, Mark Fabel <MFabel@mcgough.com>
Attach: image002.jpg
image004.png
image005.jpg

Scott, thanks very much for the helpful follow up and confirming this information. Very helpful.

And Amy, thanks for sharing my request/inquiry with Scott.

Much appreciated.

Dave Higgins | Vice President - Development
651.633.7764 office | 617.510.0429 cell
2737 Fairview Avenue North, St. Paul, MN 55113
david.higgins@mcgough.com



From: Lyons, Scott [mailto:Scott.Lyons@CO.DAKOTA.MN.US]
Sent: Tuesday, March 7, 2017 10:51 AM
To: David Higgins <david.higgins@mcgough.com>
Subject: FW: Apartment vs Big Box Retail Development

EXTERNAL EMAIL:

Dave,

Assessors throughout Minnesota are subject to the same laws and within the metro, similar market forces. I believe your scenario would be substantially similar no matter where in the metro. Differences certainly arise with local budgets creating different levels of tax but the relationship between levels of tax by project type (DOR classification rates) should hold true.

Let me know if you have any other questions.

Scott Lyons, CAE, SAMA
Chief Deputy Assessor | Assessing Services
Dakota County Administration Center
1590 Hwy 55, Hastings, MN 55033-2372
Dir. 651-438-4436 | www.co.dakota.mn.us



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From: Belfiori, Amy
Sent: Friday, March 03, 2017 12:14 PM
To: Lyons, Scott
Subject: FW: Apartment vs Big Box Retail Development

Hello,

I received a call from this gentleman via recommendation from Alan Hunting, City of IGH Planning Dept (Alan and I have talked a lot through the years, so he knows me)

I called Mr. Higgins back and realized right away that he needs commercial guidance, vs. res on this one. I told him to go ahead and send me his inquiry and that I'd forward it on to the right person.

If not you, I trust you will delegate as needed ☺

Thanks,
Amy

From: David Higgins [<mailto:david.higgins@mcgough.com>]
Sent: Friday, March 03, 2017 11:56 AM
To: Belfiori, Amy
Cc: Mark Fabel; Steven Dunbar
Subject: FW: Apartment vs Big Box Retail Development

Hi Amy,

Thank you again for your quick follow up and the conversation on comparative assessments btw big box retail and multifamily.

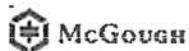
As requested, the question is really a hypothetical to consider the relative assessed valuation of two development scenarios on a single site. We don't require a deep dive and significant detail so much as a general understanding of how the county values the two different types of improvement.

To help illustrate the question further, below is information provided by the staff in Bloomington when asked the same question. There, the valuation and resulting tax revenue of multifamily was roughly 4X the big box. Our goal is to understand whether across Dakota County the typical valuation approach results in a similar relationship of one use having a valuation that is multiple of the other (assuming (1) big box is typical sizing, (2) the apartments at luxury market rate, and (3) they're built on the same site).

If you or colleagues have additional questions, please don't hesitate to call and we can discuss.

Thanks in advance for the assistance. (Below is my full contact info.)

Dave Higgins | Vice President - Development
651.633.5050 office | 617.510.0429 cell
2737 Fairview Avenue North, St. Paul, MN 55113
david.higgins@mcgough.com



From: Reichel, Mark [<mailto:mreichel@BloomingtonMN.gov>]
Sent: Wednesday, February 22, 2017 2:53 PM
To: David Higgins <david.higgins@mcgough.com>
Cc: Smith, Kent <ksmith@BloomingtonMN.gov>; Blonigen, Daniel <dblonigen@BloomingtonMN.gov>
Subject: Apartment vs Big Box Retail Development

EXTERNAL EMAIL:

David,

I spoke with the people in our office who are responsible for big box retail and apartment assessments regarding your request for a "ballpark" estimate of value and tax for future development of a 10 acre parcel.

Development of big box retail that is surface parked may result in a land to building ratio of around 3.75. Ten acres converted to building size at this factor results in an estimated building size of around 116,000 square feet. Land value plays a big part in total value as stated per square foot of GBA. Without more background on the location of this site, we estimate the assessed value might be around \$100 psf, resulting in a total value estimate of \$11,600,000.

Development of a 250 unit apartment will result in a much higher assessed valuation. A new Class A market rate apartment may be valued in the \$180,000 per unit range. This would lead to a value estimate of approximately \$45,000,000.

Property tax calculations and components of the tax are very different for commercial versus apartment property. Using approximate 2017 tax rates for Bloomington, the make-up would be as follows:

	<u>Commercial</u>	<u>Apartment</u>
Value	\$11,600,000	\$45,000,000

Tax:

Local Taxes	\$182,139	\$669,417	(City, County, School)
Fiscal Disparities	\$117,341	\$0	
State General	\$105,917	\$0	
Ref. Mkt Value Tax	<u>\$21,611</u>	<u>\$83,836</u>	
Total	\$427,008	\$753,253	
Effective Tax Rate	3.68%	1.67%	

Note that if Tax Increment Financing is involved, it is just the local tax component of the increased value (increment value above base value) that is captured.

Please keep in mind these are very rough estimates and could change significantly based on detailed analysis of the developments.

Hope this helps. Please contact me with any questions.

Mark

Mark W. Reichel
Commercial Property Appraiser
City of Bloomington
(952) 563-4648
mreichel@BloomingtonMN.gov

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ENGINEERS
PLANNERS
DESIGNERS

Memorandum

SRF No. 10293

To: IGH Investment, LLC
c/o Ivy Properties, LLC
ATTN: Steven Dunbar

From: Matt Pacyna, PE, Senior Associate
Sandra Polakowski, Engineer

Date: January 25, 2017

Subject: Argenta Hills Trip Generation Review, Inver Grove Heights, MN

Introduction

SRF has completed a trip generation review related to the proposed land use change within the Argenta Hills Master Development in Inver Grove Heights, MN. In 2008, MGT Development, INC. completed a traffic study for the Argenta Hills development. This study included analysis of six forecasting zones within the project area. Zones 1 through 3 were designated for commercial and retail use, while zones 4 through 6 were assigned to various residential facilities. Since the study's completion, the residential portions of the development and some of the commercial and retail land has been constructed. However, the subject area has not been developed and an alternative land use is now proposed. Therefore, the purpose of this review is to understand how the proposed land use differs from previous assumptions and if any further analysis should be conducted.

Land Use Change

The original Argenta Hills Master Development considered 50,000 square feet of general shopping center and 133,000 square feet of retail store space in an area of the development that is now planned for approximately 400 apartment units, developed over two phases. A comparison between the previous and newly proposed land designations is shown in Table 1 and illustrated in Figure 1.

Table 1 Land Use Descriptions

2008 Traffic Study	Current Proposal
Free Standing Discount Superstore (133,000 SF)	Phase 1 - Apartment (250 units)
Shopping Center (50,000 SF)	Phase 2 - Apartment (150 units)

Traffic Generation Comparison

To understand potential traffic impacts associated with the proposed change in land use, a trip generation comparison was completed. The trip generation estimates were based on a combination of the *ITE Trip Generation Manual - 9th Edition (ITE Manual)* and engineering judgement. The following information summarizes the results of the comparison which is shown in Table 2.



- 1) The original traffic study included 133,000 square feet of retail store space that was estimated to generate approximately 140 a.m. peak hour, 286 p.m. peak hour, and 3,475 daily trips. This estimate was based on the ITE Manual's Home Improvement Superstore land use code 862 and included a 12 percent reduction to account for linked or multi-use trips.
- 2) The original traffic study included 50,000 square feet of shopping centers space that was estimated to generate approximately 54 a.m. peak hour, 165 p.m. peak hour, and 1,889 daily. This estimate was also based on ITE Manual's Shopping Center land use code 820 and included a 12 percent reduction to account for linked or multi-use trips.
- 3) Phase 1 (250 units) of the proposed apartment complex is estimated to generate approximately 128 a.m. peak hour, 155 p.m. peak hour and 1,663 daily trips.
- 4) Phase 2 (150 units) of the proposed apartment complex is estimated to generate approximately 76 a.m. peak hour, 93 p.m. peak hour and 997 daily trips.
- 5) The combination of Phase 1 and Phase 2 of the proposed apartment complex is estimated to generate approximately 204 a.m. peak hour, 248 p.m. peak hour and 2,660 daily trips.
- 6) Comparing the trip generation from the original and proposed land uses, the proposed apartment complex is expected to generate nine (9) more a.m. peak hour, 204 less p.m. peak hour, and 2,704 less daily trips than the previous land use. Although the in/out travel patterns are expect to differ, the change would not result in a significant increase in proposed traffic volumes during any period compared to previous land use assumptions.

Table 2 Trip Generation Comparison

Land Use Type (ITE Code)	Size	AM Peak Hour Trips		PM Peak Hour Trips		Daily Trips
		In	Out	In	Out	
Previously Proposed Land Use						
Local Retail Store (862)	133,000 SF	76	64	135	151	3,475
Shopping Center (820)	50,000 SF	28	26	79	86	1,889
Total Trips for Previous Proposal	183,000 SF	104	91	214	238	5,364
Current Proposed Land Use						
Phase 1 - Apartment (220)	250 units	26	102	101	54	1,663
Phase 2 - Apartment (220)	150 units	15	61	60	33	997
Total Trips for Current Proposal	400 units	41	163	161	87	2,660
Trip Generation Change		(-63)	+72	(-53)	(-151)	(-2,704)

Conclusion

Given that the proposed apartment complex is expected to generate similar or less peak hour and daily trips compared to the previous land use assumptions, the previous traffic study recommendations remain valid and no further analysis is recommended.



Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

February 21, 2017

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re: **ARGENTA HILLS 11TH ADDITION**

The Dakota County Plat Commission met on February 21, 2017, to consider the preliminary and final plat of the above referenced plat. The plat is adjacent to a future county roadway (Amana Trail), and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The plan includes an apartment complex, which is a rezoning and comprehensive plan amendment. The right-of-way needs for Amana Trail (future county road) are 75 feet of half right of way. The plat is a replat and meets the right-of-way needs and access control along Amana Trail. As noted, the County is in the process of reevaluating the intersection at Amana Trail and Addisen Path.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

Traffic volumes on the nearby CSAH 63 are 3,750 ADT and are anticipated to be 10,000 ADT by the year 2030. There is currently no traffic volume information for future county road Amana Trail. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc.

December 8, 2017

Dear Chair Maggi and Members of the Planning Commission:

This is a letter supporting the development of apartment homes in the Argenta Hills development as proposed by McGough Construction and Ivy Development. Following research into this project by Housing Committee members over the past year, including meeting twice with the developer and city staff and attending a neighborhood meeting held by the developer to listen to concerns from nearby residents, the Housing Committee voted unanimously to support this project.

From a planning and housing perspective this project restores some of the density planned for the NW Area that was deferred during recent developments including the residential area of Argenta Hills. As you may recall a portion of the original PUD for Argenta Hills was down-zoned from townhomes to single family residential as were subsequent NW Area developments.

This project is aligned with the city's goals to maintain a variety of housing options for residents and brings additional benefits to Inver Grove Heights. The project meets a need for modern, luxury apartment homes currently lacking in the city, at a time when this housing type is in high demand by young professionals and active seniors who are looking for more flexible housing options. This project brings additional households into the area to support the retail development planned for that area of the city and will add to the vibrancy of our city.

This housing project will add significantly to the city's tax base and will help the city recover its substantial investments in the sewer and water system installed in the NW Area which in turn will help keep sewer and water services more affordable for people living in the NW Area and people moving into the area in the future. According to information provided by the applicant, and reviewed by Dakota County, this development will pay four times the property taxes as would a big box retail store; tax dollars that could be used for supporting parks and trails, potential future housing preservation programs and community services throughout the city.

Some homeowners in the Argenta Hills area are opposed to this project and prefer a park or big box retailer for this parcel. The Housing Committee discussed those concerns at length and concluded that modern, quality apartment homes are better aligned with

the city's comprehensive plan as it relates to housing, than a park or big box retail store. The Housing Committee agrees that a neighborhood park is needed in the area north of Argenta Hills but a park on this site is not in the best interest of the entire city; we defer to staff and the Parks Commission regarding the location of such a park.

It should be noted that a significant discussion took place at the Housing Committee meetings regarding the rental rates of this development. The Housing Committee believes five to ten percent of the units being developed should be available at rates that working families with incomes of \$60,000 - \$80,000 can afford, yet without a city policy to support this, there is no requirement for the developer to include such a pricing structure in its development. Although the developer stated their support of workforce housing, without city incentives to do so, they will not be including this feature in this development. The committee is disappointed that the developer will not be able to meet this need for modern apartments to serve middle income families in the city.

Despite this lack of affordability for local teachers, police officers, city workers, and many others in our community, the Housing Committee respectfully requests the Planning Commission approve this housing project.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Mandell". The signature is fluid and cursive, with the first name "Paul" and last name "Mandell" clearly distinguishable.

Paul Mandell
Housing Committee, Chair

Cc: IGH Mayor and City Council
IGH Parks Commission
Allan Hunting, City Planner
Tom Link, City Development Director
Joe Lynch, City Administrator
IGH Housing Committee

Allan Hunting

From: Tom Link
Sent: Monday, January 30, 2017 2:40 PM
To: Allan Hunting
Subject: FW: From a Resident to a Resident

FYI.

From: George Tourville
Sent: Friday, January 27, 2017 6:29 PM
To: Joe Lynch; Tom Link
Subject: Fwd: From a Resident to a Resident

Fyi

Begin forwarded message:

From: Katie Pluff <KPluff@buffalowildwings.com>
Date: January 27, 2017 at 5:24:23 PM CST
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>
Subject: From a Resident to a Resident

Dear Mayor Tourville,

I'm writing his email in reference to the proposed apartment complex adjacent to the Argenta Hills neighborhood. I'm sure you will receive many emails laden with facts and legal jargon. I'm however not an expert in any of those fields so I will speak to you as a resident of our city and a mother of two young children.

One of the major reasons for us picking this community was the beautiful homes, the promise of small shops, the green infrastructure of the rain gardens and the small community feel. We chose one of the homes were the backyard backs up to Amana Trail. When we bought the lot they told us that eventually there could be a regional store built in the open lot across from our home. Perhaps a Trader Joes or a Byerlys. Based off this we decided this would work for our family. We were not told of the possibility of hundreds of apartments with over 400 parking spots. In fact, we were told the area was not even zoned that way.

We are now talking about an increase of traffic of an additional 400+ cars making there way behind our home and within feet of our yard. We have two young children where this increase is a major concern for us us. We have also seen crime in the area because of the close proximity of the Target however with the addition of 400+ people living within a stones throw for our home, one would assume the issue would only increase.

You have the ability to use this space to do something great for the community verses additional apartments along highway 55. Use this space to continue the city recognition of green initiatives. The rain gardens are being touted as the best in the country. Keep this area local and sustainable, a little piece of green in a growing city. A park for our children, walking paths to exercise, a dog park, picnic table for the community to gather, urban gardens for residents to rent out. If nothing else at least keep your word on what is built.

Please don't let us down in choosing this community to raise our children in. In fact, the overwhelming majority of homes in this neighborhood have young children. Please take this opportunity to do something good for the growing community. As the city continues to grow and expand not many of these lots are left and this is our chance to do something positive with it.

Thank you very much for your time.
Katie Pluff - Resident Argenta Hills

Sports Marketing Manager
Buffalo Wild Wings
C: 651-233-8325
O: 952-540-2079

Sent from my iPhone

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Allan Hunting

From: Meredith Vadis <meredith.vadis@gmail.com>
Sent: Monday, January 30, 2017 10:58 AM
To: Allan Hunting; Tom Link; George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark
Subject: Argenta Hills Market Rate Apartment Project

To Whom it May Concern:

My husband and I live on Addisen Path, in the neighborhood across the street from the Target and planned apartment complex. While my neighbors have been vocal in their opposition, I want to tell you that provided the city requires the developer to make improvements to traffic patterns and other community amenities, I have no issue with an apartment complex in our area.

Specifically, I am concerned that the city either put in or require the developer to put in better intersection controls and crosswalks at Addisen and Amana and at 76th and Amana. Given the significantly increased traffic volume and the amount of children and other pedestrians in the area, we need well-signalized intersections with crosswalks that offer both audio and visual guidance. I see far too many cars blow through the stop signs at Addisen and Amana without regard to pedestrians.

Additionally, the area badly needs a park. The nearest park is at the Community Center, which is a nearly 2 mile walk down 80th. 80th Street lacks a sidewalk and good lighting. It is not safe for our children to ride bikes or walk to that park. It's not even safe for adults. With a very large development there should be sufficient demand for a park and I think the City would be well with its rights to ask the developer to set aside land, pay for and then turn over to the city a park appropriate for our youngest residents and perhaps even our dogs. (I imagine some of the buffer land along the highway could make a nice dog park. I don't have a dog, but I also don't want to see dog poop everywhere because the apartment tenants lack green space for their pets.)

Also, I know the Argenta realignment will impact our community. I continue to hope that the City/County invests in sidewalks all the way down Amana to connect Amana to Argenta for pedestrians and that we make it much easier for pedestrians to cross Hwy 55. There is a very nice sidewalk/running trail on the other side of Hwy 55 that many of us would like to use if we could be better connected to it. I hope much of that work will be complete before the developer breaks ground as there is a considerable amount of construction already in the area and too much construction at once really damages roads and creates traffic issues.

Again, provided the city addresses traffic, pedestrian and quality of life issues, I am supportive of a market rate multi-family housing development.

Thank you,
Meredith Vadis
7653 Addisen Path
Inver Grove Heights

Allan Hunting

From: Erin- Important <metzger.erin@gmail.com>
Sent: Friday, January 27, 2017 4:46 PM
To: Allan Hunting
Subject: McGough Apartment proposal for Argenta Hills

Dear Allen,

I'm writing you today to express my concerns of the massive 4 story, 400 unit, apartment buildings McGough told us they would like to build in the Argenta Hills area. I attended a meeting with McGough last night after thankfully being notified of said meeting by a neighbor. McGough did not inform me of the meeting personally. I have many concerns with the proposed build. I'm concerned that there will not be enough parking for all of the residents resulting in vehicles flooding over into our neighborhood. I'm concerned about the lack of park in the area, and can only assume the residents will be walking our neighborhood trails for leisure. The trails that we, as part of our home owners association, pay to maintain! I'm concerned about pet mess. They plan on being a pet friendly building and although they would have a required fenced in area for their pets to go to the bathroom, I'm sure they will be crossing the street to use our trails to take their dogs for a walk. Will they always be responsible and clean up any waste from their dogs or will I be cleaning that up? Car traffic concerns me. Adding a 400 unit complex will undoubtedly result in increased traffic, and not just drive time traffic, but all hours of the night traffic. Inver Grove Heights is already struggling with the recent increase in crime including the 164 of us that had our mail/packages stolen in one day (third time our neighborhood was hit), the large numbers of vehicles stolen in a single night, and the constant vehicle break-ins. Frankly, I don't want to add more low income (that is what I believe it will turn into) residents to our neighborhood. That belief comes from McGough freely stating last night that they would sell the structure once completed, or in 5-6 years. Please don't allow someone to change our community plans, just so they can make a dollar, then leave.

When I purchased my home 3 years ago, I was told that there would be retail going in this space. This is also what I saw on the city website. The future land-use map has the proposed apartments site zoned Regional Commercial. I reasonably relied upon expectations that the City would follow the "Comprehensive Plan" that was in place when I chose to purchase my home here in Inver Grove Heights and become a tax paying member of the community. Had I known there was even a possibility that apartments would be built there, I would have chosen another place to build my home. I feel like high density residential in such close proximity to our neighborhood would effect our property value negatively.

I do not support a decision by the City Council, to amend the zoning of the property involved which would allow an apartment complex to be built in our backyards, now or in the future. I will surely remember your decision on election day.

Thank you in advanced for your assistance in helping our neighborhood and community with this matter.

Erin Metzger
7679 Addisen Path
Inver Grove Heights
[612-309-7323](tel:612-309-7323)

Sent from my iPhone

Allan Hunting

From: Joe Lynch
Sent: Tuesday, January 24, 2017 10:48 AM
To: Tom Link; Allan Hunting; Heather Botten; Scott Thureen
Subject: FW: Amana Trail 'Market Rate Apartments' proposal

FYI. This was sent to me by Council Member Piekarski-Krech.

-----Original Message-----

From: Rosemary Piekarski-Krech
Sent: Tuesday, January 24, 2017 8:38 AM
To: Joe Lynch; Tom Link
Subject: FW: Amana Trail 'Market Rate Apartments' proposal

FYI

From: Vin Parker [parkertv@me.com]
Sent: Tuesday, January 24, 2017 12:10 AM
To: George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark
Subject: Amana Trail 'Market Rate Apartments' proposal

Dear Council Members:

As a resident of the Argenta Hills neighborhood, I am deeply disappointed to learn of a 'Market Rate Apartment' proposal for development to be built on the West vacant land, adjacent to the Amana Target.

While I understand the interest to develop housing options, the news of this planned direction to replace commercially-zoned land with apartments is unacceptable. As a resident, our recent decision to build a home and move to the City of Inver Grove Heights in this neighborhood in particular, was largely based on the commercial development opportunities adjacent to Amana Trail. Under no circumstances would we have moved near an apartment complex. This is one of the reasons we left our St. Paul home to come to IGH. Apartments invite crime, create environmental challenges, destroy the visual impact of the natural surroundings, and diminish the adjacent property values.

I am also quite disappointed that communications regarding this project was not sent to every resident. Further, it is quite disappointing that the Argenta Hills HOA board was also not notified. Speaking as the HOA president, it is disappointing that we as a board were not notified or provided any prior information to share with the association members who are seeking information.

I look forward to learning more about this project at the meeting scheduled for Thursday January 26th - and based on what little information we have, I hope you, as a council member, will support seeking positive, alternative options that may be available for this community.

Regards,

Vin Parker
7538 Alpine Ct
Inver Grove Heights, MN 55077
651-269-2212

<html>

<body>

Allan Hunting

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Sent: Tuesday, January 31, 2017 12:06 PM
To: Samantha Fitzgerald
Subject: Amana Trail

Hello,

I am writing you in regards to a community meeting that we attended last week for a proposed apartment building complex off Amana Trail.

We recently purchased our house on Addisen Path this summer and our back yard directly faces Amana Trail. Before purchasing we did our research knowing full well this area would not always be an empty field, but we were told it was zoned for commercial and that it was "unlikely to be developed until the current empty retail spaces had filled out."

While we appreciate the developer taking the time to meet with the neighborhood, their expedited time line of trying to get this passed and begin construction in the summer is too quick. The rapid timeline just doesn't allow to get all the input they should really desire from the city and surrounding neighbors.

The neighborhood as you are well aware, is homes that range from \$425,000-\$700,000+. Many dozens of concerned neighbors attended this meeting and we would like to continue to be involved in the process.

Ideally what this neighborhood, and frankly this entire area of Inver Grove Heights, needs is a great park. We have some many young families and some sort of designated green space would benefit all Inver Grove residents, not just a one developer that doesn't even have ties to the city. The nearest park is approximately 3.3 miles from our neighborhood.

As you are aware this area is continuing to build up with more single family homes, large ones in fact, by Lennar and Cal-Atlantic. This influx of dozens and dozens of families is something that should be considered. We need to look at not what makes the developer money in the short term, but what is best for the city of Inver Grove Heights and its tax paying citizens in the long term.

I greatly appreciate your time in carefully looking into this matter and I am happy to do anything I can (and I am sure my neighbors feel the same way) to assist.

Thanks,

Samantha Fitzgerald & Jayme Ross

7668 Addisen Path
Inver Grove Heights
703-850-6035

Allan Hunting

From: Ann Dixon <eagandixon@gmail.com>
Sent: Thursday, June 01, 2017 7:11 PM
To: Allan Hunting
Subject: Argenta Hills Apartment proposal

Mr. Allen Hunting,

I'm writing to tell you of the concerns many of us have with the Argenta Hills Apartment Proposal. This land is currently zoned for retail. We as residents of IGH don't need/want more apartments! We want more retail, which is what we expected from this land.

There are multiple new housing developments already going up. With the new Vikings training facility, there is growth happening. For apartments to be successful, they need to have bus routes nearby. We don't have that. This is not a good location for apartments.

This would be a good time for Mcgough to lower their pricing on the retail spaces. Their lack of renters is not due to a lack of interest. Mcgough is charging too much for rentals. I've talked to multiple people who have been interested in moving into the current retail spaces, but their rent is too high. Someone can go just a few miles away into Eagan and get the same type of space for less money and that's what they're doing.

Thank you for listening to our concerns.
Ann Dixon

Allan Hunting

From: Tom Link
Sent: Tuesday, April 11, 2017 1:25 PM
To: Allan Hunting
Subject: FW: New Construction near Argenta Hills Development

FYI

From: George Tourville
Sent: Tuesday, April 11, 2017 12:56 PM
To: Tom Link; Joe Lynch
Subject: Fwd: New Construction near Argenta Hills Development

FYI

Begin forwarded message:

From: "Johnson, Susan E S" <Susan.Shannon-Johnson@allina.com>
Date: April 11, 2017 at 11:24:55 AM CDT
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>
Subject: New Construction near Argenta Hills Development

Mayor Tourville,

I'm writing this as a resident of Inver Grove Heights and more specifically a member of the Argenta Hills neighborhood. There has been talk and meetings to discuss the development of an apartment complex on the site just west of the Target at Hwy. 55 and South Robert Street. I would like you to STRONGLY consider NOT allowing this to pass. We built our homes in an area where we felt our children would be in a quiet neighborhood with access to some conveniences such as Target – but by no means an apartment complex. We were told when building that there might be some more buildings developed with the store fronts similar to those that are currently in place – but there was NEVER any mention of an apartment complex. We don't have the roads or infrastructure to support a large complex. I've also heard that our own Police officers oppose this location as well. I've heard that they are going to be "high end" apartments – this neighborhood does not follow in that model. We don't have the shops and other retailers to support that type of complex. So – when the units don't rent – they will become subsidized and that will change the whole feel of our development. These are \$400K+ homes that were build – they should not be looking out into a development that does not fit into this area. We have plenty of apartment units in the area of IGH as well as the surrounding cities. The "City Vue" complex in Eagan is a perfect example of this type of model that was put in the correct location for that lifestyle. These are beautiful units – but they have MANY openings. They have openings and they're in the position for success, locating themselves next to bars, restaurants, grocery stores, bookstores, etc. and they haven't filled up yet. So – I find it hard to believe that the units the city of Inver Grove Heights is considering would be a success.

You're asked to speak for the people you represent in the city you serve. Please ask yourself, would you and your family want an apartment complex being built in your own back

Allan Hunting

From: Sharon Rasinski <larsharon@msn.com>
Sent: Monday, February 20, 2017 4:40 PM
To: Allan Hunting
Cc: Tom Link
Subject: Amana Trail & Alverno Avenue Apartment Proposal

Good afternoon Allen,

Last month we attended the information meeting at the Community Center with McGough Companies and Ivy Properties in regard to a proposed development of "Market Rate Apartments" on the land near Amana Trail and Alverno Avenue. We attended this meeting along with many of our neighbors from the Argenta Hills Development and the Capstone Development, and we came away from this meeting with great concerns for this plan.

The information that we received from the representatives from McGough and Ivy left a lot to be desired in accuracy and content. Basically, we were told to trust their experience in regard to how this development would be a benefit to us, our neighborhood, and our property values. The response from nearly all of the home owners was in direct conflict and disagreement to the information given.

Our family does not see this development as a benefit to our city, our neighborhood, or to our home's value. A few reasons being are the increased traffic, loss of pedestrian safety, and the idea that a 4-story complex certainly does not fit into our neighborhood of single family homes. Add to this, that the information that was provided by the representatives equates to approximately 30 units turning over each month. That's 30 moving vans moving out tenants and another 30 moving vans of new tenants moving in during the last day of each month. That amount of traffic, congestion and noise that will fill the air changes our area drastically, and not in a positive way.

It has been suggested by some of our neighbors that an apartment project of this size would be better located at the Northeast corner of 70th Street West & Hwy 3/South Robert Trail. Given the nearby existing senior living complex and public transportation currently serving this area, we agree with this suggestion.

When you meet with the Planning Commission, please keep us and our opposition to this plan in mind and enter a "No" vote for this proposal.

If you have any comments or added information for us, please contact us.

Thank you,

Lars and Sharon Rasinski
1503 76th Street West, Inver Grove Heights, MN 55077
Ph) 612-701-9845

Allan Hunting

From: matthew harmoning <matt.harmoning@gmail.com>
Sent: Friday, February 10, 2017 8:46 AM
To: Allan Hunting
Subject: Re: Argenta Hills Zoning

Hi Allan,

My name is Matthew Harmoning and I live in the Argenta Hills neighborhood. I have a few questions. I hope you can help.

As I understand, you met with a couple of residents from our neighborhood on Feb. 3. It is my further understanding that during that meeting you explained that the current zoning regime for the parcel across the street from our single family residential neighborhood is: PUD - which is zoned for both residential and retail. I have looked at both the "zoning map" and the "comprehensive plan map" available on the City website (both updated Jan. 2014), and neither map seem to indicate that the zoning for that parcel was (in Jan 2014), or was planned to be anything but regional commercial.

My questions are: 1) when was the PUD zoning for that particular parcel changed, 2) is there anywhere else, or other maps on the City website, that would indicate to searchers that the zoning regime as presented in either the "zoning map," or the "comprehensive plan map" could not be relied upon, 3) has the current owner of the parcel in question applied for an amendment at this time, and 4) if the current owner has applied for amendment, when is that issue set to go before the planning commission?

Thank you in advance for your prompt response.

Matt

--

Matthew Harmoning

Direct: 651-278-4783

Email: matt.harmoning@gmail.com

Allan Hunting

From: Jaime Besser <JaimeBesser@homeservices.com>
Sent: Tuesday, January 31, 2017 3:05 PM
To: Allan Hunting
Subject: Concerned resident

Dear Mr. Hunting,

I'm writing this email in reference to the proposed apartment complex adjacent to the Argenta Hills neighborhood. We are one of the houses whose backyard backs up to Amana Trail. I was very nervous about the unknown of those empty lots, but we went ahead with it because we were told that it was zoned for retail. We were not told of the possibility of it being rezoned for hundreds of apartments with over 400 parking spots.

We will now have an increase of traffic of an additional 400+ cars making their way behind our house and within feet of our yard where our two small children play and this really concerns me. In addition, we have seen crime in the area and with the addition of 400+ people living within walking distance I would assume the issue would only increase.

This is definitely not what I dreamed of when I bought and built my dream home or what I consider whenever I look out my back windows. You have the ability to use this space to do something great for the community verses additional apartments along Highway 55. Use this space to continue the city recognition of green initiatives (e.g. a park for our children, walking paths, a dog park, picnic table for gathering).

This community is made up of tons and tons of little kids. Please don't let us down in choosing this community to raise our children.

Also, high density residential in such close proximity would most definitely hurt property values. Because our development is closest to the proposed site, our homes will be significantly less desirable when compared with others in the same price range that are further away. Well thought out "retail" with a community/neighborhood feel (similar to 110 and Dodd for example) would be more attractive.

Thank you very much for your consideration.

Jaime Besser- Argenta Hills resident

Jaime Besser
Vice President and Controller
HomeServices of America, Inc.
jaimebesser@homeservices.com
612-336-5574

Allan Hunting

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Sent: Friday, December 01, 2017 8:41 AM
To: Allan Hunting
Subject: Amana Trail

Good Morning Allan,

I did not see the e-mail addresses of the planning commission members online, but trust that sending it to you will get this to the appropriate people.

Thanks much!

Samantha

Hello,

I am writing you in regards to a proposed development in the Argenta Hills neighborhood. (IGH Investments, LLC-Case No. 17-08PUD)

I see that it will come before the planning commission on December 19th. I am asking you to hold off on reviewing this matter. The developer had promised our neighborhood that they would keep us in the loop throughout the process, but because of our own due diligence we found out about this meeting. The developers have not reached out to us in months. It really feels like they are trying to push this project to you the week before Christmas, in the midst of all the holiday hustle and bustle without keeping us informed, because they know our neighborhood has strong feelings about this project.

Many dozens of concerned neighbors attended neighborhood meetings and we would like to continue to be involved in the process and I feel like trying to get this reviewed on December 19th is a deliberate attempt to limit the number of neighbors who would be able to attend.

I greatly appreciate your time in carefully looking into this matter and I am happy to do anything I can (and I am sure my neighbors feel the same way) to assist.

Thanks,

Samantha Fitzgerald & Jayme Ross

7668 Addisen Path
Inver Grove Heights
703-850-6035

Allan Hunting

From: steve.mccourtney@comcast.net
Sent: Tuesday, December 19, 2017 2:57 PM
To: George Tourville; Tom Bartholomew; Kara Perry; Paul Hark; Rosemary Piekarski-Krech; annette maggi; Allan Hunting
Cc: Heinrich, Nicole
Subject: Proposed McGough Multifamily Development

Dear Inver Grove Heights City Council, et al,

I am writing this email in support of the McGough multifamily proposal currently under review. I feel strongly that the proposed multifamily development would be a benefit not only to our practice revenue and location sustainability but to our employees as well. McKeever Dermatology has been located at 7781 Amana Trail for three years, with most of them being the only tenant on the block. The additional multifamily homes would benefit our practice. While we are a specialty clinic receiving much of our business through referrals there is a portion of our revenue generated by name recognition, word of mouth, and signage at our clinics. This development could help provide the needed traffic to allow for required future revenue growth in this area as well as enhancing our branding.

This development will benefit our employees. With the additional development we would anticipate more tenants in our area which would greatly enhance the experience of our employees. Currently the dining options are severely limited and there is little opportunity for our employees to run any errands as there is no shopping nearby besides Target. In addition, there is really no access to trails, etc that our employees can take advantage of during their breaks.

McKeever Dermatology Clinics fully supports this proposal and I hope you take this into consideration during your deliberations.

Regards,

Stephen G McCourtney
Business Director
McKeever Dermatology Clinics
612-418-0370

Allan Hunting

From: Katie Pluff <katie.pluff@hotmail.com>
Sent: Sunday, December 17, 2017 7:05 PM
To: Tom Link; Allan Hunting; George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark
Subject: Fw:

Hello,

My name is Katie Pluff and I live at 7670 Addisen Path. My house is directly across the street from the proposed re-zone project in Argenta Hills. I am highly against this project as are the majority of my neighbors.

We purchased our lot and future home in 2014 and are the original home owners. Before we decided to move into the development we checked the comprehensive plan with the city as well as confirming with the housing developer as we were concerned about future home value and we were told it was zoned for retail. This proposed change is a high density project of 23 units per acre and is almost double the definition of what high density is. This potential reclassification to high density is not compatible with the surrounding neighborhood and only serves to benefit the property owner, which seems to fall under the definition of spot zoning, which is illegal in the state of Minnesota.

According to the 2017 State of the State Housing Study, Dakota county has a high percentage of owners, 78% versus renters. In Dakota County renters went down 2 percent from 2000-2015. That is 86 of 87th in the entire state. I don't think what this county needs is rental properties, there clearly is a decreasing need. The developers are trying to show national or even statewide trends, but let's look at what the City of Inver Grove Heights and our residents need.

This area is continuing to build up with more single family homes, large ones in fact, by Lennar and Cal-Atlantic. This influx of dozens and dozens of families is something that should be considered. We need to look at not what makes the developer money in the short term, but what is best for the city of Inver Grove Heights and it's tax paying citizens in the long term.

As a fellow resident of the city of Inver Grove Heights, I'm asking you to please vote "no" against the re-zone and change to the comprehensive plan.

Thank you,

Katie Pluff

Allan Hunting

From: tebbitt@comcast.net
Sent: Monday, December 18, 2017 9:32 PM
To: Allan Hunting
Subject: IGH Investments LLC

Attention Allan Hunting, Planning Commission:

We understand that the Commission is proposing to change the land use/zoning from commercial to high density housing in order to get the project built. Building this project does not make sense because it will only add to the traffic problems on the already busy Hwy 55. *Your own project literature posted on the agenda packet for Dec. 19th meeting refers to Hwy 55 as being a busy noisy highway .* We are struggling to get to work going west every morning now so when we read this proposal, we were extremely surprised and concerned. In our opinion, living here since 2002, Hwy 55 is not able to keep up with the traffic now and if they add 400 residences in that area it will be terrible. My commute going west on Hwy 55 to work in Minneapolis and my husband's commute to Edina daily since we moved here has increased between 15-30 minutes on a normal day and it has increased an hour or more on bad weather days (most winter days are bad). I see you have a traffic study that did a comparison between commercial traffic and residential and it reads that in one direction it will increase traffic and in another direction it will reduce it, but if it will increase traffic at all, it is a bad idea. The road needs to be increased to more than two lanes before that many residences are added in one area . The traffic has increasingly become a problem because of all the new single housing projects that have been recently built in the area around Target, on 70th and Argenta Trail. That has been fine to see development, especially single family housing, but we have been wondering when someone would evaluate the traffic situation for Hwy 55 since those projects were built. Adding another 400 residences in the same area as the new single family housing projects will increase the traffic problems we are already experiencing on Hwy 55.

It is very concerning that they want to change the land use to high density to build this project. 400 rental units being built there is worse in our opinion than having commercial built there because most commercial traffic usually starts after rush hour in the morning and it gets spread out during the day and residential traffic is concentrated at similar times in the morning and at similar times in the evenings with the daily commutes to and from work. People travelling west to work in the cities west of Inver Grove are dealing with frustrating traffic problems now. Just getting over the Mendota Bridge in both directions is very time consuming now when weather is wet with rain, snow, ice or if there is a stalled car or an accident and it backs up quite a ways on Hwy 55. We live right off of Hwy 55 off of Argenta Trail. We request that the project proposed not be approved and the land use/zoning not be changed in order to build the project.

Thank you

Michael and Cynthia Tebbitt

7920 Alberta Way

Inver Grove Heights MN 55077

Allan Hunting

From: George Tourville
Sent: Friday, December 15, 2017 9:09 AM
To: Steven Karye
Cc: Tom Bartholomew; Kara Perry; Paul Hark; Rosemary Piekarski-Krech; Allan Hunting; annette.maggi@yahoo.com
Subject: Re: Argenta Hills Multi-family Apartment Complex Proposal

Good morning
Thanks for your email.....Have a great day...!
George

On Dec 14, 2017, at 10:43 PM, Steven Karye <karyecv60@yahoo.com> wrote:

Dear City Council:

My wife and I had met David Higgins with McGough Development tonight at their open house to present their plans for their multi-family apartment complex project at Argenta Hills. I must say that we are in favor of their plans and the development. We are the original owners of a single family home in the Robert Thomas home section of Argenta Hills, residing on Addisen Path. We foresee plenty of positives with their plans. (1) use of vacant land and tax revenue, (2) high-end apartments with monthly rental prices near our monthly mortgage fees, (3) more people to allow business to occupy the mainly empty small business fronts in the Target Store entrance street, and (4) a better overall aesthetic appearance that can only be a positive influence on all of our properties.

We had attended their initial presentation meeting in January of 2017, and quite frankly we were embarrassed by some of the comments, demands, and accusations made by our fellow neighbors. I believe that McGough Development had answered all questions with honesty and courtesy. Some neighbors suggested that they build a playground for their children at the apartment site and allow use of the apartment's pool? I believed these requests to be very childlike and ridiculous. They didn't want to listen to the positives this development will bring to our city and neighborhood. It's natural to be inquisitive about a multi-family unit and traffic, but the reality is that something will be built there. I'd rather see a beautiful, elegant apartment complex; rather than a "big box store", a public storage garage unit facility, or some other eyesore. We just want to reiterate that we are in favor of this project!

Sincerely,

Steven and Kay Karye

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Allan Hunting

From: Guang Ye <garyye0531@gmail.com>
Sent: Tuesday, December 19, 2017 11:49 AM
To: Allan Hunting; annette.maggi@invergroveheights.org; George Tourville; Kara Perry; Paul Hark; Rosemary Piekarski-Krech; Tom Bartholomew
Subject: Hello ladies and gentlemen. my name is Guang and the owner of the iwa sushi

Hi everyone. My name is Guang and I am the owner of the iwa sushi locat at inver grove heights. I would like to say something about this project. I think it's really good to fill other empty land and getting over hundreds residents in to our city. After I been this area about 5 month I feel there is not a lot people in this area. If we can get this project approved I think will bring a lot chance to make this area even better. I love my city. And I want to see this city even batter. Unfortunately I can't come tonight meeting its really good opportunity to speak what I thought about this project. Thank you!

Your have wonderful day.

Allan Hunting

From: David Jansen <dejansen@gmail.com>
Sent: Tuesday, December 19, 2017 3:35 PM
To: Allan Hunting
Subject: IGH Investments LLC

Attention Allan Hunting, Planning Commission:

Regarding **proposed zoning change and development of Argenta Hills 11th Addition Case 17-08PUD.**

As a resident of the Argenta Hills neighborhood I wish to strongly voice my opposition to this development and zoning changes. I believe if the project is approved as proposed it will greatly affect the quality of life of the residents in the area with increased traffic, noise and time delays.

This area is ill suited for such a large complex of multi-family housing. There is no mass transit and the area is surrounded by single family homes. This development on such small acreage might make sense in an urban setting but in the suburban setting this development will be out of place. The roads into and out of the area are not suited to handle this type of traffic at this time.

As a employee of a Multi-family housing developer I can tell you 400 unit apartment complexes are not the norm. It is a large scale development that is only done when the land, community infrastructure and transit can support it or when the density is needed due to specific county/city requests. None of this appears to not be the case for this development.

I agree with my neighbors Michael and Cynthia Tebbitt that leaving this land commercial is a better fit for now. Give the land time to develop as intended now that the entrance off 55 has been completed finally.

Thank you

David Jansen

7985 Argenta Trl
Inver Grove Heights, MN 55077

PUBLIC COPY

Westwood

ENVIRONMENTAL ASSESSMENT WORKSHEET

Inver Grove Apartments

Inver Grove Heights, Minnesota

April 25, 2017



Prepared For:

IGH Investment, LLC.

ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

Inver Grove Apartments, Inver Grove Heights

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ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

Inver Grove Apartments, Inver Grove Heights

This Environmental Assessment Worksheet (EAW) form and EAW Guidelines are available at the Environmental Quality Board's website at: <http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>. The EAW form provides information about a project that may have the potential for significant environmental effects. The EAW Guidelines provide additional detail and resources for completing the EAW form.

Cumulative potential effects can either be addressed under each applicable EAW Item, or can be addresses collectively under EAW Item 19.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. Project Title:	<u>Inver Grove Apartments, Inver Grove Heights</u>		
2. Proposer:	<u>IGH Investment, LLC</u>	3. RGU:	<u>City of Inver Grove Heights</u>
Contact person:	<u>David Higgins</u>	Contact person:	<u>Allan Hunting</u>
Title:	<u>Vice President - Development</u>	Title:	<u>City Planner</u>
Address:	<u>2737 Fairview Ave. N</u>	Address:	<u>8150 Barbara Ave.</u>
	<u>St. Paul, MN 55113</u>		<u>Inver Grove Heights, MN 55077</u>
Phone:	<u>(651) 633-5050</u>	Phone:	<u>(651) 450-2554</u>
Fax:	<u>(651) 633-5673</u>	Fax:	<u>(651) 259-8044</u>
E-mail	<u>david.higgins@mcgough.com</u>	E mail	<u>ahunting@invergroveheights.org</u>

4. Reason for EAW Preparation: (check one)

Required:

☐ EIS Scoping ☒ Mandatory EAW

Discretionary:

☐ Citizen Petition ☐ RGU Discretion ☐ Proposer Volunteered

If EAW or EIS is mandatory give EQB rule category subpart number(s) and name(s): Part 4410.4300
Subp. 19.D.- Residential Development

5. Project Location

County: Dakota County, Minnesota

City/Township: Inver Grove Heights

PLS Location (Section, Township, Range): S7, T27, R22

Watershed (81 major watershed scale): Mississippi River-Lake Pepin (38)

GPS Coordinates: 44.8375, -93.0937 (Project Center)

Tax Parcel Numbers: 20-12050-00-040 and 20-12050-00-030

At a minimum attach each of the following to the EAW:

- County map showing the general location of the project; **See Exhibit 1.**
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable); and **See Exhibit 2.**
- Site plans showing all significant project and natural features. Proposed Site Plan (**Exhibit 3**) and Pre-construction site plans (**Exhibits 4-8**).

6. Project Description

- a. *Provide the brief project summary to be published in the EQB Monitor, (approximately 50 words).*

The Inver Grove Apartments development is proposed on approximately 17.16 acres in Inver Grove Heights. The project proposes an initial phase of development with a 250-unit apartment and a second phase of 150 units. Building amenities may include fitness rooms, a theater, community/common spaces, fire pits, bocce, and a swimming pool. The project proposes 347 surface and 401 underground stalls to be constructed between two phases which will total 748 parking stalls overall. This residential project is a continuation of the comprehensively planned, Argenta Hills mixed use development designed to include both varied residential uses and commercial retail uses.

- b. *Give a complete description of the proposed project and related new construction, including infrastructure needs. If the project is an expansion include a description of the existing facility. Emphasize: 1) construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipment or industrial processes, 3) significant demolition, removal or remodeling of existing structures, and 4) timing and duration of construction activities.*

IGH Investment, LLC is proposing construction of a multi-family apartment development on approximately 17.16 acres of land. Stormwater ponding for the project will be accomplished by rain gardens and subsurface infiltration trenches. The proposed project is located at 7741 Amana Trail (**Exhibits 1 and 2**). It is part of the Northwest Expansion Area Alternative Urban Areawide Review (AUAR), updated from the original AUAR in 2007. The site is located in the central study area, which is in the northwest quadrant of Highway 55 and South Robert Trail.

Project development will convert approximately 17.16 acres of previously graded and seeded land to streets, sidewalks, surface parking, apartment buildings, patios/swimming pool, dog runs, extensive landscaped areas, and rain gardens as shown on the Proposed Site Plan (**Exhibit 3**). Land use within the site will include construction of up to 400 apartment units within two separate four-story buildings. The buildings will have pitched roofs and a residential blend of brick, stone and high quality siding materials. The southwestern side of the phase 1 building will contain an outdoor patio area. Building amenities may include fitness rooms, a theater, community/common spaces, fire pits, bocce, and a swimming pool.

The project is well positioned near several small retail stores and the Argenta Hills Target store is within walking distance. The site design respects both the adjacent residential and commercial components of the overall development and serves as an architectural buffer between homes and Highway 55. Existing private streets surrounding the project will provide access to the site and to the project's 347 surface and 401 (both phases) underground parking stalls. Surrounding the buildings will be three proposed rain gardens to support stormwater runoff in addition to infiltration trenches located in the islands of the surface parking.

The project will be constructed in two phases, with the first phase anticipated to begin during the fall of 2017. Phase 1 build-out is anticipated by spring 2018 and phase 2 build-out is anticipated by summer 2021; however, construction timing will ultimately depend on market conditions. The existing site will be graded for building pads and a through street connection to allow access to surface and underground parking. Construction dewatering will be conducted on an as-needed and permitted basis to install sanitary sewer, municipal water, and storm sewer. Best Management Practices will be implemented during and after construction to protect water quality and reduce the potential for soil erosion and sedimentation.

Public and private infrastructure improvements will need to be constructed in association with this development. These include, but are not limited to, internal roadways, sidewalks, stormwater systems, electrical and telephone lines, and sanitary sewer and water supply systems.

Connections to the municipal water supply are proposed along the private drive to the northwest of the site at the two existing watermain stubs. Municipal sanitary sewer service will be achieved through two existing connections along the same drive. Approximately 0.15-acres of pervious islands (rain gardens) within the parking lot will be discharged to 1.26-acres of proposed and existing rain gardens in both phases on site. The storm connection to an existing rain garden will require boring under the access road, a jacking pit, and reconstruction of the road after the stormwater pipe and manhole are installed.

Impacts related to public improvements directly associated with the proposed development project are discussed throughout this document.

c. Project Magnitude

Total Project Acreage	17.16-acres main project area; ~0.15 acres of pervious islands (rain gardens) and ~1.26 acres of rain gardens proposed/existing on site
Linear project length	N/A
Number and type of residential units	400 Attached
Commercial building area (in square feet)	N/A
Industrial building area (in square feet)	N/A
Institutional building area (in square feet)	N/A
Other uses – specify (in square feet)	N/A
Structure height(s)	Apartments: Four floors and approximately 45' above grade. Proposed apartments to be situated above a basement parking garage.

- d. *Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries.*

The purpose of the Inver Grove residential development project is to meet the demand for additional market-rate apartment units within the City of Inver Grove Heights. According to the Opportunity City Program Report (2014), it is projected that there will be a demand for 4,200 new housing units by 2030. The project aims to satisfy this demand along with the City's mission, which is to "provide services and facilities that enhance the quality of life in our vibrant community." The Northwest Area Overview (2014) noted that Argenta Hills was originally planned for multi-family, but was ultimately built to single family residential. Additionally, the proposed project satisfies priority for development of a variety of housing styles called out in the Northwest Area Overlay District Zoning. IGH Investment, LLC is requesting an amendment to the comprehensive plan to allow high density residential (R-3C) within the confines of the Regional Commercial portion of the site. The approval of a higher density residential use will support existing retail and commercial with more residents and offer a transitional buffer from the existing uses to single family residential to the northeast. The project will be designed and built by a private entity, IGH Investment, LLC.

- e. *Are future stages of this development including development on any other property planned or likely to happen?* ☐ Yes ☒ No.

If yes, briefly describe future stages, relationship to the present project, timeline, and plans for environmental review.

There are currently no planned future stages of the Inver Grove Heights Apartments development project.

- f. *Is the project a subsequent stage of an earlier project?* ☐ Yes ☒ No.

If yes, briefly describe the past development, timeline, and any past environmental review.

Other than the two stages of the project discussed herein, the Inver Grove Heights Apartments development project is not a subsequent stage of an earlier development project.

7. Cover Types

Estimate the acreage of the site with each of the following cover types before and after development.

Existing cover types and percentages were estimated using recent aerial photography as summarized in **Table 7.1** and on **Exhibit 4**. Table 7.1 also includes estimated cover types after development based on the preliminary plan for the project.

Table 7.1. Estimated Before and After Cover Types

Land Cover	Before (acres)	After (acres)
Wetland	0.0	0.0
Deep water/streams	0.0	0.0
Wooded/Forest	0.0	0.0
Brush/Grassland	0.0	0.0
Cropland	0.0	0.0
Lawn/landscaping	0.0	6.28

Land Cover	Before (acres)	After (acres)
Impervious Surface	2.09	9.47
Stormwater Pond/Rain garden	0.70	1.41
Other: (Temporary Pond)	0.0	0.0
Developed: Open Space	14.07	0.0
Totals	17.16	17.16

If Before and After totals are not equal, explain why: Totals are equal and estimated from available land cover mapping and the development plan.

8. Permits and Approvals Required

List all known local, state, and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans, and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing, and infrastructure. All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.

Table 8.1. Permits and Approvals Required

Unit of Government	Type of Application	Status
City of Inver Grove Heights	EAW Negative Declaration	To be applied for
City of Inver Grove Heights	Planned Unit Development Approval	To be applied for
City of Inver Grove Heights	Rezoning Approval	To be applied for
City of Inver Grove Heights	Comprehensive Plan Amendment	To be applied for
City of Inver Grove Heights	Conditional Use Permit	To be applied for
City of Inver Grove Heights	Preliminary Plat Approval	To be applied for
City of Inver Grove Heights	Final Plat Approval	To be applied for
City of Inver Grove Heights	Grading Permits	To be applied for
City of Inver Grove Heights	Building Permits	To be applied for
City of Inver Grove Heights	Letter of No Wetland Determination/Exemption	Received
City of Inver Grove Heights	Storm Water Management Plan Approval	To be applied for
City of Inver Grove Heights	Municipal Water Connection Permit	To be applied for
City of Inver Grove	Sanitary Sewer Connection Permit	To be applied for

Unit of Government	Type of Application	Status
Heights		
Metropolitan Council	Sanitary Sewer Connection Permit	To be applied for
Mn/DOT	Drainage Approval	To be applied for
Minnesota Department of Health	Water Main Extension Approval	To be applied for
U.S. Army Corps of Engineers	Letter of No Jurisdictional Wetland	Received
Minnesota DNR Division of Waters	Water Appropriation Permit (if needed)	To be applied for, if needed
Minnesota Pollution Control Agency	NPDES/SDS General Permit	To be applied for
Minnesota Pollution Control Agency	Sanitary Sewer Extension Approval	To be applied for
Minnesota SHPO	Historic/Archeological Clearance Database Review	Received

Note: The project proposer will apply for and receive applicable permits prior to project construction.

Cumulative potential effects may be considered and addressed in response to individual EAW Item Nos. 9-18, or the RGU can address all cumulative potential effects in response to EAW Item No. 19. If addressing cumulative effect under individual items, make sure to include information requested in EAW Item No. 19

9. Land Use

a. Describe:

- i. *Existing land use of the site as well as areas adjacent to and near the site, including parks, trails, prime or unique farmlands.*

Existing land use within and adjacent to the site is depicted on **Exhibit 5**. Although the site was previously agricultural land, the project was graded during development of the Target and other retail to the east in 2008, and has since been vacant. It is mostly grass covered with a small, temporary ponding area in the south-central portion.

Adjacent land use consists of vacant land to the west, single-family residential development to the north, Highway 55 and wetland areas to the south, and several small retail stores and the Argenta Hills Target store located to the east. The Future Land Use Map categorizes land use on the site as Regional Commercial although, in connection with this project, an amendment to the Comprehensive Plan is being requested to allow high-density, multi-family housing on the site. The current use of the property is vacant.

Parks, Trails, Prime and Unique Farmlands

There are concrete trail connections on both sides of Amana Trail located to the north, but no parks or farmland exist within the site. One golf course and a park are within one mile of the site and include Inverwood Golf Course to the east and the Marianna Ranch Trails to the south. Additionally, within the single-family housing development there are natural open space areas

containing walking trails within 22+ acres contributed by the developer to the city and homeowners association.

According to the USDA-NRCS Web Soil Survey, approximately 0.9-acre of the site consists of “All areas are prime farmland” and the remaining 16.2 acres is categorized as “not prime farmland”. Areas within approximately ½ mile of the site consist of the following:

- 31.7% of soils are All areas Prime Farmland
- 23.2% of soils are Farmland of Statewide Importance
- 45.1% Not Prime Farmland

- ii. *Plans. Describe planned land use as identified in comprehensive plan (if available) and any other applicable plan for land use, water, or resources management by a local, regional, state, or federal agency.*

The City of Inver Grove Heights 2030 Comprehensive Plan (January 2014) designates the site for Regional Commercial use, which is typically large retail, office and service uses located on a highway or freeway.

The site is located within the jurisdiction of the Lower Mississippi River Watershed Management Organization (LMRWMO). The organization’s purpose is to preserve and use natural water storage and retention in the Lower Mississippi watershed to meet the Metropolitan Surface Water Management Act goals. The LMRWMO works jointly with Eagan-IGH WMO and the Vermillion River JPO. The organizations manage their activities in accordance with the LMRWMO Third Generation Watershed Management Plan.

- iii. *Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers, critical area, agricultural preserves, etc.*

The current zoning for the site is B-4/PUD, Commercial Planned Unit Development as noted on the most recent zoning map dated 2017 (**Exhibit 6**). The Future Land Use Map indicates Regional Commercial as the intended use by the year 2030 (**Appendix A**). The north side of the site is low-medium density residential. The site plan proposal is requesting an amendment to the comprehensive plan and rezoning to allow high density residential (R-3C) within the confines of the Regional Commercial portion of the site.

As a result of this requested rezoning and comprehensive plan amendment, the subject property will be assigned a new Multiple-Family Residential (R-3C) land use which allows for seven or more units per acre with no limit on maximum units per acre, and is subject to performance standards in Chapter 15, Article C, “Apartments; Multiple Dwellings; Condominiums; Cooperatives” and the City Approval process.

The site is located in the Northwest Area Overlay District established for the purpose of regulating development consistent with the city’s comprehensive plan while creating a cost efficient storm sewer system. The district encourages development which provides diverse housing styles, natural features as integral elements, cluster development practices which preserve significant natural features, pedestrian connections, innovative storm water management practices, a reduction in impervious cover to maximize natural storm water infiltration, on site retention of storm water, and open space areas as development amenities.

Development in this district must conform to the 2030 Comprehensive Plan and the Northwest Expansion Area AUAR (as amended and updated).

According to FEMA Floodplain mapping (accessed 2017), the project is located within Flood Panel 27037C0105E. Based on this map, there are no areas of the site within a 100-year floodplain or a 500-year floodplain (**Exhibit 7**).

There are no known wild and scenic rivers or agricultural preserves within the project area. There are no areas of the site within the City's Shoreland & Critical Area Overlay Map (accessed 2017). The site is approximately 3.8 miles from the Mississippi River.

- b. *Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 9a above, concentrating on implications for environmental effects.*

Surrounding properties fall within the Northwest Area Overlay District. Parcels north and east of the site are part of the Planned Unit Development, known as Argenta Hills, which is comprised of single family residential and commercial land uses. The Northwest Area Overview (2014) noted that Argenta Hills was originally planned to accommodate 45 townhomes and 108 single family units, but was ultimately built entirely to single family residences. Areas to the south are zoned Agricultural.

The proposed project is compatible with the existing Planned Unit Development and is requesting an amendment to the comprehensive plan that offers high-density, multi-family housing, which is compatible with the commercial uses and adjacent single family residents to the north.

The project will provide a high quality, multi-family housing option within an area of concentrated employment and other complementary uses.

- c. *Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 9b above.*

No incompatibilities are anticipated between the proposed project and the designated land use.

10. Geology, soils and topography/land forms:

- a. *Geology - Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.*

Minnesota and U.S. Geological Survey data for the site area indicates that bedrock geology underlying the site consists of the Prairie du Chien group; a Dolostone of the Shakopee Formation forms the upper two thirds to half. It is commonly thin bedded and sandy or oolitic, and contains thin beds of sandstone and chert. Dolostone in the lower part, the Oneota Dolomite, is commonly massive to thick bedded, and generally is not oolitic or sandy, except for a transitional zone just above the Jordan Sandstone. Dolostone of both formations is karsted, and the upper part, where the overlying formations have been removed by erosion, may be rubbly. The Prairie du Chien crops out along the Vermillion River in and near Hastings. There are some outcrops in low bluffs and road

cuts, and in ravines by the Mississippi River from near Nininger to west of Sedil and from Inver Grove Heights south. Many small outcrops occur in southeastern Dakota County. In northern Dakota County, east of Savage, the upper part of the Prairie du Chien is exposed in a large quarry. The Prairie du Chien ranges in thickness from 145 feet in extreme northern Dakota County by St. Paul to over 300 feet along the southern border of the county

No karst features, such as sinkholes, springs, and stream sinks, were identified within one mile of the site based on Karst Feature Inventory Points from the University of Minnesota, Department of Geology and Geophysics. The nearest mapped karst features are located approximately 4 miles southeast of the property.

Geotechnical soil borings have been completed for the site area. Haugo Geotechnical Services completed boring and issued a Geotechnical Exploration report on February 10, 2017 to be used in site design. Soil boring data will be provided to the City as part of the development review process, and can be made available for review, if requested, during the comment period of this EAW. The geotechnical borings will be used to determine whether limitations exist on the site and what, if any, effect the site may have on potential geological features. According to the report, the existing Fill soils appear generally suitable for building support. A former ponding area located within the proposed building area contains existing Fill soils which are soft, organic and unsuitable for building support. These unsuitable Fill soils and topsoil will need to be removed from within the building and oversize areas and replaced with engineered fill. Portions, quantity unknown, of the on-site Fill materials excavated for construction of the building appear to be suitable for use or reuse as fill or backfill provided they are free of organic material, debris or other unsuitable materials.

A document showing the previous grading limits performed at the site was not available. Additional soil borings are recommended in building areas with thicker existing Fill soils to further evaluate the oversizing and suitability of the existing Fill soils. It is also recommended that observing backhoe test pits or performing additional soil borings to further evaluate the soil correction depths around the former ponding area be performed. With the building pad prepared as recommended, it is Haugo's opinion that the foundations for the proposed building can be supported on compacted engineered fill, existing Fill or native soils designed for a net allowable soil bearing capacity up to 3,000 pounds per square foot. If identified during site-specific studies, subsequent site designs will incorporate the necessary mitigation measures to address geologic features, as necessary.

- b. *Soils and topography - Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 11.b.ii.*

The Soil Survey Geographic (SSURGO) digital database for Dakota County (USDA NRCS, Accessed 2017) indicates that six mapped soil units occur on the site. The mapped units are: 177C-Gotham loamy fine sand, 6-12% slopes, 283D-Plainfield loamy sand, 6-12% slopes, 344-Quam silt loam, 895B-Kingsley-Mahtomedi-Spencer complex, 3-8% slopes, 896E-Kingsley-Mahtomedi complex, 15-25% slopes and 896F-Kingsley-Mahtomedi complex, 25-40% slopes. (**Exhibit 8**). All three of these mapped soil units are sloped soils dominated by sandy loams or loamy sand soils. According to the SURRGO Web Soil Survey, interpretations for specific uses are not available and

onsite investigation is recommended. Soil boring data will be used to determine if there are site specific soil limitations and what, if any, soil corrections might be needed for the site.

The estimated volume of soils to be moved on the site for the project is approximately 35,000 cubic yards. Site grading will encompass the entire project area, which is approximately 17.16 acres.

Contour mapping from the MnDNR MNTPOPO online mapping tool indicates surface topography in the site area slopes from the west to the east. Elevations range from 888 feet above mean sea level in the northwest corner of the property and 884 feet above mean sea level in the southwest corner of the site to 872 feet above mean sea level along the eastern site boundary. There are no naturally occurring steep slopes on the site.

Erosion and sedimentation control BMPs related to stormwater runoff are discussed in greater detail within Item 11.b.ii.

NOTE: For silica sand projects, the EAW must include a hydrogeologic investigation assessing the potential groundwater and surface water effects and geologic conditions that could create an increased risk of potentially significant effects on groundwater and surface water. Descriptions of water resources and potential effects from the project in EAW Item 11 must be consistent with the geology, soils and topography/land forms and potential effects described in EAW Item 10.

11. Water Resources

- a. *Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.*
 - i. *Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.*

The development lies within the Mississippi River-Lake Pepin Watershed, which drains to the Mississippi River. The Minnesota Department of Natural Resources (MN DNR) Public Water Inventory Map (PWI), the 2014 update of the National Wetland Inventory (NWI) Map, and the National Hydrography Dataset (NHD) were reviewed. One PUBGx NWI-mapped wetland is depicted within the site (Exhibit 7). The MN DNR PWI and NHD dataset mapping did indicate fifteen water bodies within one mile of the site; two of the water bodies are named waters, Bur Oaks Pond is located approximately 0.8 miles west of the project and Marcott Lake is located approximately 0.6 miles southeast of the property. The nearest PWI watercourse is the Mississippi River, which is located approximately 3.9 mile east of the property.

The entire site was mass graded in 2008 as a portion of the Target Development. No wetlands are currently located on the site.

Impaired Waters

According to the 2016 Minnesota impaired waters inventory and the MPCA's impaired waters viewer (IWAV), no impaired watercourses or water bodies are located within the site. The nearest impaired water is the Mississippi River (07010206-502), located approximately 3.9 miles east of the project area. The Mississippi River (last inspected 2011) is listed as DeListed Impairments for:

Mercury in Fish Tissue, Mercury in Water Column, PCB in Fish Tissue, Perfluorooctane Sulfonate (PFOS) in Fish Tissue and Turbidity.

- ii. *Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells, including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.*

According to information from the City of Inver Grove Heights, the Dakota County Geologic Atlas and the Dakota County Groundwater Protection Plan, two types of aquifers are present in Inver Grove Heights: surficial (quaternary) aquifers and bedrock aquifers. The first is the Surficial (Quaternary) Aquifer. Surficial (quaternary) aquifers are water-bearing layers of sediment, usually sand and gravel, which lie close to the ground surface. The highest yielding surficial aquifers are generally located in buried bedrock valleys. Many domestic and some irrigation wells in the city draw water from these aquifers. Many private drinking water wells were constructed in surficial aquifers, especially those constructed prior to the first state Well Code in 1974. Since the surficial aquifers are more susceptible to pollution, they are not used for municipal or public supply wells. In some locations, the aquifer could provide sufficient water yield for some non-potable industrial uses. Recharge to the surficial aquifers is primarily through the downward percolation of local precipitation. Some surficial aquifers may also be recharged during periods of high stream stage. Surficial aquifers may discharge to local lakes, streams or to the underlying bedrock. A large number of ponds and lakes are scattered throughout the southern part of the city and recharge the groundwater. Many of these water bodies are landlocked and their only outlet is to the groundwater. Some of the landlocked lakes are probably perched above the regional level of the shallow groundwater in the watershed.

The second type of aquifer found in the City of Inver Grove Heights are the Bedrock Aquifers. There are five major bedrock aquifers available for water supply in the City of Inver Grove Heights. The major bedrock aquifers are, in order of use and development by the city: (1) Prairie du Chien-Jordan, (2) Mt. Simon-Hinckley, (3) Tunnel City Wonewoc, (4) St. Peter, and (5) Platteville. The aquifer used most often for water supply in the city is the Prairie du Chien-Jordan aquifer. The Prairie du Chien-Jordan aquifer is high yielding, more easily tapped than deeper aquifers, has very good water quality and is continuous through most of the city.

The groundwater level in the Prairie du Chien-Jordan aquifer varies from about 700 feet to more than 800 feet above mean sea level as shown in the county geologic atlas. The aquifer is recharged in areas where thin permeable drift overlies the limestone layers. Some recharge of this aquifer occurs locally from percolation through the overlying glacial deposits or St. Peter sandstone. However, hydrogeologic considerations suggest this recharge would be a minimal contribution to the aquifer flow. Regional recharge of the Prairie du Chien-Jordan aquifer occurs to the south, in Freeborn and Mower Counties. Groundwater movement in the aquifer is generally from south to north, toward the Minnesota and Mississippi Rivers. The drift-filled bedrock valley in the southern portion of the city cuts deeply into the Prairie du Chien-Jordan aquifer, creating a direct connection between the aquifer and the surficial groundwater in the glacial drift. Hence, any contamination percolating through the glacial drift in the bedrock valley may enter the bedrock aquifer system.

The aquifer with the highest water quality and highest possible yields is the Mt. Simon-Hinckley aquifer, but it is more expensive to use than the Prairie du Chien-Jordan because of its greater depth and there are limitations to its use. Minnesota statutes limit appropriations from the Mt. Simon-Hinckley aquifer to potable water uses, where there are no feasible or practical alternatives, and

where a water conservation plan is incorporated with the appropriations permit. The water level of the Mt. Simon-Hinckley has been nearly constant, at about 700 feet above mean sea level. Recharge of the Mt. Simon-Hinckley takes place far north of the city, where the bedrock is closer to the surface, and occurs by percolation through the overlying drift and bedrock. Groundwater movement in the aquifer is generally to the southeast. The local direction of groundwater flow in the Twin Cities area tends to be toward the western suburbs, due to pumping of the aquifer.

The City of Inver Grove Heights obtains its municipal water from the Prairie du Chien-Jordan and the Mt. Simon-Hinckley aquifers.

No new water wells are planned for the project. The Minnesota Geological Survey's (MGS) County Well Index (CWI) indicates there are no registered wells within the project Site. Other Unique Well numbers identified nearby, but outside, the site area include: 127188-Leroy Motz, 405088-Phil Nelson, 408269-Don Miller, 412468-Eric Holm and 416015-Dean Anderson.

The site is not located within a Minnesota Department of Health Wellhead Protection Area. The nearest Wellhead Protection Areas are the South St. Paul Well 4 Protection Area located approximately 2.6 miles northeast of the project and the Eagan North Protection Area located approximately 2.7 miles west of the site.

The city of IGH is currently having its Wellhead Protection Plan reviewed by the DNR. This documents was prepared by Stantec and Dated 9/23/2016. The city submitted this document to the DNR for review and approval in January 2017 following council approval. The proposed apartment development is located within the Wellhead Protection Zone outlined in the city's draft plan. No adverse affect is anticipated by this project because they will be utilizing the city water supply.

- b. *Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item b.i. through Item b.iv. below.*
- i. *Wastewater - For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.*
- 1) *If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.*

The types of wastewater produced by the project will be typical of a high-density residential development. No on-site municipal or industrial wastewater treatment is anticipated or planned, and no pre-treatment of wastes from this development is proposed.

Sanitary Waste Estimates

Estimated sanitary wastewater generation from the project is approximately 111,240 gallons/day or 40.6 MGY. Usage is based on the planned 400 units and the Metropolitan Council 2015 Sewer Availability Charge (SAC) Procedure Manual.

The above estimates are based on the following calculations:

- 400 residential units at 274 gallons per unit per day = 109,600 gal/day
- Approximately 3,000 sq. ft. of Game Room/Entertainment Space at 274 gallons per 2,060 sq. ft. per day = 400 gal/day
- Approximately 1,500 sq. ft. gym with 2 showers at 274 gallons per 1,030 sq. ft. per day = 400 gal/day
- Approximately 2,100 square feet of Pool Facilities at 274 gallons per 900 square feet = 640 gal/day
- 1,650 gross sq. ft. of office space at 274 gallon per 2,400 sq. ft. per day = 200 gal/day

Estimated Total Residential Sanitary Wastewater Generation = 111,240 gal/day or 40.6 MGY.

Sewer System Connection and Capacity

In accordance with the City of Inver Grove Heights 2030 Comprehensive Plan, dated March 2010, the project will be served by sanitary sewer extended from existing city trunk sewer systems connected to the MCES regional systems. The sewer flows from this area to the MCES interceptor systems and eventually to the MCES Metropolitan Wastewater Treatment Facility, which has capacity available to serve this area. The sewer system that will provide service to this area is a 24" reinforced concrete sewer with a capacity of approximately 9.25 MGD, more than suitable to handle the addition of the 0.11 MGD flows estimated for the project.

Wastewater from the area is served by the Metropolitan Wastewater Treatment Plant. The Metropolitan Wastewater Treatment Plant, which has a current capacity of 251 million gallons per day, is located near the Mississippi River in St. Paul, MN. The plant is an advanced secondary treatment facility with chlorination and dechlorination steps, ultimately discharging to the Mississippi River.

According to the City's 2030 Comprehensive Plan, Part 7-Sanitary Sewer (March 2010), the Inver Grove Heights sanitary sewer system was originally constructed as combined sanitary and stormwater system. However, the sewer system is now used solely for sanitary purposes and thus has excess capacity to handle the anticipated growth of sewage volume to 3.83 billion gallons by the year 2030. The Metropolitan Plant has the capacity to handle the volume and composition of the sanitary waste discharged from the site.

The proposed sanitary services would be connected to the City's sewer system located along Amana Trail. Sanitary sewer is currently stubbed into the site in two locations. The first location is a direct extension from Amana Trail and extends onto the site under the existing private street onsite, along the west side of the site, wrapping to the south in the street onsite. The second connection site is along the eastern border of the site, extending into the site from the development to the east of the site. **Exhibit 3** identifies the proposed connection locations.

- 2) *If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system.*

Wastewater discharge will not be to a subsurface sewage treatment system (SSTS).

- 3) *If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges.*

Wastewater discharge is not to surface water. No effects from wastewater discharge for this site are anticipated to surface or groundwater as treatment will go to the Metropolitan Waste Water Treatment Plant.

- ii. *Stormwater - Describe the quantity and quality of stormwater runoff at the site prior to and post construction. Include the routes and receiving water bodies for runoff from the site (major downstream water bodies as well as the immediate receiving waters). Discuss any environmental effects from stormwater discharges. Describe stormwater pollution prevention plans including temporary and permanent runoff controls and potential BMP site locations to manage or treat stormwater runoff. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after project construction.*

Pre-Construction Site Runoff

Currently, stormwater runoff is from the street that rings the site and the vacant land on the site. Street runoff is collected and treated by the stormwater system installed when the street was constructed. Given the project area is currently graded and sloping into an infiltration basin and surrounded by a road with stormwater treatment, it is reasonable to assume that no stormwater currently leaves the site as runoff.

Construction Stormwater and Erosion Control BMPs and Permitting

Inver Grove Heights, as a large MS4 (Municipal Separate Storm Sewer System) city, is required by federal and state law to obtain and implement a NPDES Stormwater permit administered by the MPCA. MS4s are required to develop and implement a stormwater pollution prevention plan program (SWPPP), and submit an annual report to the MPCA.

To obtain a building permit for the project, the applicant must obtain approval from the City for a Stormwater Management Plan, which among other measures, would require temporary BMPs to treat stormwater runoff prior to discharge to the MS4 infrastructure.

Because the project will involve disturbance of more than one acre of land, application for coverage under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) General Permit will be submitted to the MPCA prior to initiating earthwork on the site. This permit is required for discharge of stormwater during construction activity and requires that Best Management Practices (BMPs) be used to control erosion, and that erosion controls be inspected after each rainfall event. Erosion control practices that will be implemented on the site include, but are not limited to:

1. Silt fence and other erosion control features installed prior to initiation of earthwork and maintained until viable turf or ground cover is established on exposed areas;
2. Street-level inlet protection;
3. Periodic street cleaning and installation of a rock construction entrance to reduce tracking of dirt onto public streets;

4. Stabilization of exposed soils, phased with grading; and
5. Use of sod and landscaping to stabilize exposed surface soils after final grading.

Erosion control plans must be reviewed and accepted by the City of Inver Grove Heights prior to project construction. Because the above BMPs will be implemented during and after construction, potential adverse effects from construction-related sediment and erosion on water quality will be minimized. Stormwater treatment facilities would also be designed and implemented to meet City, Watershed and MPCA requirements.

Post-Construction Site Runoff

After construction, most of the stormwater runoff will come from rooftops, sidewalks, and parking areas. It is expected that the post-construction runoff volumes will increase compared to current conditions, but that runoff rates and volumes will be controlled by the proposed stormwater treatment system.

The water quality of the stormwater runoff from the site will be improved by rate control and sedimentation facilities. Because the project is creating 1 acre or more of new impervious surface, the MPCA post-construction stormwater management requirement of the NPDES permit will also apply to this project. The project will be treated by a system of rain gardens and subsurface infiltration trenches. Rain gardens will feature native plant species, an improvement over existing, mostly non-native landscaped areas. Approximately 6.3 acres of pervious landscaped surfaces will also help improve post-construction runoff conditions.

Westwood Professional Services has completed a Stormwater Management Report dated February 2, 2017 for the site. The report indicates the City requires that proposed conditions discharge rates for the 2-, 10-, and 100-year 24-hour storms do not exceed existing conditions discharge rates for those storms. This report contains a proposed conditions drainage areas map and the proposed conditions HydroCAD report. The City requires that proposed conditions runoff volume for a 5-year 24-hour event is no greater than existing conditions runoff volume for that storm. It is assumed that the existing condition contains all runoff in the 5-year event. The stormwater management plan meets this volume control standard. Sufficient volume and infiltration capacity is provided below the outlets of the infiltration trenches and rain gardens so that there is less runoff volume discharged during a 5-year storm event in proposed conditions than in existing conditions. The report concludes that the site will meet City of Inver Grove Heights' Northwest Area requirements. The proposed development meets the runoff rate control and 5-year volume control standards. The water quality standard is met through distributed practices, filter strips, sump catch basins and pretreatment basins.

- iii. *Water appropriation - Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation.*

Connection to a public water supply system

Potable water would be supplied to the development via the Inver Grove Heights municipal water system. The water utility operates seven groundwater wells and a 12.0 MGD (million gallons per day) water treatment plant. The water utility also maintains three elevated water towers and a 5.0 MG ground reservoir tank for water storage in the distribution system. The City's total raw water supply capacity is 12.67 MGD with all existing seven ground water wells operational. The total firm raw water capacity is 10.51 MGD with the largest well out of service. Six of the City's groundwater wells are supplied from the Jordan Aquifer with the remaining well supplied from the Mt. Simon Hinckley aquifer. Since 2010, Inver Grove Heights has pumped approximately 1,000 MGY (million gallons per year) annually. The City's DNR appropriations permit (1980-6052), allows for total groundwater withdrawal of 1,250 MGY.

The development location is currently served by the City's water utility and is part of a planned growth area in the City's northwest area. The Northwest Water System Study (prepared by *Stantec, 2017*) determined "The Inver Grove Heights water supply and storage capacities are adequate to meet the future water system growth from development in the Northwest Study Area. Current water treatment, pumping, and storage capacities in the entire water system....are adequate to meet the future demands."

The projected water demand for the new development is consistent with planned development in the study. Therefore, the City of Inver Grove Heights water system can supply this development without additional water supply, treatment, or storage infrastructure. The existing water system has an existing 16-inch water main on Amana Trail to serve the development.

Water demand in the Project Area is estimated at 110% of the sewer flow generated by the high-density residential uses described in Section 11 b(i)(1). The sewer flow estimate for the site is 111,240 gallons per day. The estimated water demands for the property is 122,364 gallons per day (111,240 x 1.10). The projected municipal water system demand in the 2030 Comprehensive Plan is 1,267 million gallons per year; actual use has been lagging as indicated in the Minnesota DNR reporting data. The addition of the projected 44 million gallons per year is not expected to have a negative effect on the water availability for the City of Inver Grove Heights.

The city recently updated its northwest area water supply model which includes this project site (Stantec - Jan 19, 2017). The city's water supply system is adequate per this model update and can sufficiently service this project.

Dewatering

It is unknown at this time whether construction dewatering will be necessary for utility installation. If groundwater is encountered during utility installation, it will be discharged to temporary sediment basins, screened and discharged, or otherwise managed in coordination with City Staff. If construction dewatering and pumping from the proposed development becomes necessary, permits from the MN DNR and the Metropolitan Council will be obtained. If the quantities exceed the 10,000-gallon per day or 1,000,000 gallons per year thresholds, a DNR Water Appropriation Permit will be obtained. However, it is not anticipated that construction dewatering or pumping from the proposed development will be extensive or continue long enough to require a permit from the DNR.

iv. Surface Waters

- a) Wetlands - Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed, and identify those probable locations.*

No water resources are located within the site; therefore, the project will not involve alterations of wetlands. The site was mass graded in 2008 and a temporary stormwater pond was graded and created onsite.

- b) Other surface waters- Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.*

Best Management Practices to avoid or minimize erosion and sedimentation during construction will be described in the project SWPPP, and deployed as needed. No physical effects or alterations to surface waters are anticipated as a consequence of site development given no surface waters are located within the project boundary or within close proximity.

12. Contamination/Hazardous Materials/Wastes

- a. Pre-project site conditions - Describe existing contamination or potential environmental hazards on or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.*

The entire site was mass graded around 2008 as a portion of the commercial development to the east of the site. Prior to the mass grading, the site appears to have been used as a gravel pit/barrow area as far back as 1991 according to historical aerial imagery.

A Phase I Environmental Site Assessment (ESA) dated August 25, 2016 was completed for the site by Vieau Associates, Inc. The key findings of this assessment, and Vieau's opinion of the impact of the findings on the environmental condition of the property, are included below:

Historical records indicate the subject property consisted of cultivated agricultural land and forested land by at least 1937, likely earlier. The property remained under agricultural use until around 1991, when the property appeared to be largely used for sand and gravel mining operations. Gravel mining operations continued on the property until around 2008, when the property appeared to be filled and graded for commercial development. Since 2010 the property has consisted of vacant, undeveloped land. No detrimental impacts to the property are suspected from the current land use activities. Based on our review of aerial photographs, gravel mining operations conducted on site do not appear to pose a risk of detrimental impacts to the subject property. The primary concerns with historical gravel pit/quarry operations are fueling activities associated with machinery, equipment used in these operations, and materials of unknown origin being used as fill after completion of mining activities. The records reviewed for this assessment identified no evidence of vehicle/equipment fueling operations on the property. No previous structures associated with the former gravel mining operations were identified on the subject property. The significance of gravel mining operations and importation of fill material is further discussed in the previous investigations paragraph below.

The subject property and adjoining properties to the east were investigated for suspect fill between 2008 and 2009. A total of 24 test pits were completed on the site but only test pits TP-16 through TP-18 and TP-20 through TP-23 were located on the subject property. Test pits TP-24 through TP-26 were located either on the northern portion of the subject property or in the right-of-way of Amana Trail. For the purposes of the assessment, test pits TP-24 through TP-26 were assumed to be located on the subject property. A total of seven soil samples were collected and analyzed for diesel range organics (DRO) and glycol from the test pits on the subject property; five samples were collected and analyzed for metals, pesticides, volatile organic compounds (VOCs), and polychlorinated biphenyls (PCBs); and two samples were collected and analyzed for polycyclic aromatic hydrocarbons (PAH). The results were compared to residential soil reference values (SRVs) and soil leaching values (SLVs). DRO was detected in two of the samples at concentrations of 16.4 mg/kg in TP-20 and 22.6 mg/kg in TP-25. No SRV has been established for DRO. The only VOC detected was benzene at 0.133 mg/kg in TP-25, which is below the residential SRV of 6 mg/kg but above the SLV of 0.017 mg/kg. A number of PAHs were detected in the samples analyzed. A total of 11 metals were detected in the soil samples. Copper was detected in two samples at concentrations of 12.5 mg/kg in TP-26 and 13.2 mg/kg in TP-20 which were noted to exceed the residential SRV of 11 mg/kg in the 2007 report; however, in 2009 the Minnesota Pollution Control Agency (MPCA) raised the residential SRV to 100 mg/kg so the detections of copper do not exceed the current residential SRV.

Antimony and selenium were detected at concentrations that exceed their respective SLV; however, in MPCA guidance document Soil Leaching Values c-r1-04 they acknowledge that metals naturally occur in soils at concentrations above the SLV and the presence of metals in soil does not pose a concern unless metal-bearing waste is present. No metal-bearing waste was noted in any of the test pits. No other metals were detected at concentrations exceeding either the SRV or the SLV. The only pesticides detected were 4,4'-DDD in test pit TP-24 and 4,4'-DDE in test pits TP-20, TP-23, and TP-24. The concentrations of 4,4'-DDD was 0.0076 mg/kg and the highest concentration of 4,4'-DDE was 0.0074 mg/kg, which are below the residential SRVs of 56 mg/kg and 40 mg/kg, respectively. In a letter dated December 6, 2007, the Minnesota Department of Agriculture (MDA) issued a No Action Determination for the pesticides detected in soil. None of the PAHs exceeded residential SRVs or SLVs. No glycols or PCBs were detected in any of the samples.

In 2008, in order to prepare the site for future commercial development, a development response action plan (DRAP) was prepared which proposed removal of all of the petroleum contaminated soil in the vicinity of test pits TP-20 and TP-25. Approximately three tons of petroleum-impacted soil around test pit TP-20 was excavated in June of 2008 and hauled to either the Pine Bend Landfill or

the SKB landfill. Following excavation, five confirmation soil samples were collected and no DRO was detected in any of the samples. In June and July of 2008, approximately 330 tons of petroleum-impacted soil was excavated from the area around test pits TP-25 and hauled to either Pine Bend or SKB. Five confirmation samples were initially collected but DRO was detected in two of the samples at 154 mg/kg and 16.6 mg/kg. While the report does not explicitly state this, based on the dates of subsequent confirmation samples and dates of excavation, it appears that additional soil was excavated following the discovery of DRO in the confirmation samples. Subsequent confirmation samples analyzed had no DRO present.

No other impacted soil was encountered during site grading activities on the property, and a Construction Contingency Plan (CCP) was prepared by Vieau Associates, Inc. in July 2016 in order to properly manage any potential impacted soil encountered during the redevelopment of the property. The CCP was prepared in the context of proposed multi-tenant residential land uses, and adherence to residential Soil Reference Value (SRV) limits for various potential contaminants. A specific Response Action Plan is included in the CCP describing actions to be taken if impacted soil or other suspect conditions are encountered during redevelopment of the property. Vieau Associates, Inc. requested review and approval of the CCP by the MPCA, and the MPCA provided approval of the CCP plan, with conditions, on October 14, 2016. The MPCA's CCP approval letter is included in **Appendix B**.

Based on the excavation of impacted soils and no detectable concentrations of petroleum compounds in confirmation soil samples, Vieau Associates, Inc. did not view the historical petroleum or agricultural impacts to the property as a recognized environmental condition. However, if soil exhibiting staining, chemical odors, or other unusual or unexpected characteristics are encountered during development activities, any suspect soils should be managed according to the 2016 Construction Contingency Plan.

Observations of the land area by Vieau Associates, Inc. identified no suspect waste disposals, chemical storage areas, significant staining, or obviously distressed vegetation. No pits, ponds or surface water features were observed. No wells, evidence of septic systems, or wastewater discharges were observed. No evidence of underground storage tanks (USTs) was identified on the property.

The Oren & Trog Parcels, located on site and identified in the un-plottable summary, was identified by Vieau Associates, Inc. on the Leaking Aboveground Storage Tank (LAST) and Voluntary Investigation and Cleanup (VIC) database. This listing relates to the redevelopment activities on the subject property and adjoining properties to the east. Regulated sites and documented releases of hazardous substances and petroleum products were listed for other sites within the ASTM Search distance from the property, but no detrimental impacts to the property from off-site sources are suspected.

Vieau Associates, Inc. performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E 1527-13. The assessment revealed no evidence of recognized environmental conditions in connection with the property. No other issues of environmental concern within the scope of assessment were identified in connection with the property. Recommendations for further inquiry or response actions as part of this Phase I Environmental Site Assessment do not appear warranted.

The site was also reviewed using the Minnesota Pollution Control Agency's (MPCA) *What's In My Neighborhood* (WIMN) online tool. This tool is used to find information about environmental

permits issued by the MPCA, registrations and notifications required by the MPCA, and investigation of potentially contaminated properties undertaken by the MPCA and its partners.

Results of this search found no records associated with the site. A number of Records for areas within approximately ¼ mile of the site were reviewed and most consisted of air and industrial or construction stormwater permits, underground storage tank registrations, and listings for small and large quantity hazardous waste generators.

Three records indicated a violation or listed information indicative of environmental contamination. These records are as follows:

- **Oren and Trog Property**-Immediately adjacent to the East-Leak Site-MPCA ID 16934-Status: Inactive: Leak sites are locations where a release of petroleum products has occurred from a tank system. Leak sites can occur from aboveground or underground tank systems as well as from spills at tank facilities. The site was discovered in 2007 and consisted of a gasoline or diesel release. The site was closed on 2/12/2009 and is listed as having contaminated soils remaining onsite.
- **CHS Inc. Lubricants Plant-SW**- Immediately adjacent to the East-MPCA ID 10841-Status: Inactive: Leak sites are locations where a release of petroleum products has occurred from a tank system. Leak sites can occur from aboveground or underground tank systems as well as from spills at tank facilities. The site was discovered in 1997 and consisted of a fuel oil release. The site was closed on 2/18/1998 and is listed as unknown if there are contaminated soils remaining onsite.
- **MnDOT (former service station)**-East of the site-MPCA ID 8224-Status: Inactive: Leak sites are locations where a release of petroleum products has occurred from a tank system. Leak sites can occur from aboveground or underground tank systems as well as from spills at tank facilities. The site was discovered in 1995 and consisted of an unleaded gasoline release. The site was closed on 1/24/1996 and is listed as unknown if there are contaminated soils remaining onsite.

In reviewing the What's in my neighborhood mapping, the locations of the CHS Inc. site, the MnDOT Site and the garage on the Trog parcel is located east of the EAW area, on the developed Target site. The Fill and dumping is located on portions of the EAW area. The documentation supplied with the Phase I addresses these actions. A Construction Contingency Plan dated July 29, 2016 was developed for this site by Vieau Associates, Inc. and is included with the Phase I ESA.

The National Pipeline Mapping System (NPMS) Public Map Viewer was accessed in March 2017 to determine the presence of hazardous liquid or natural gas pipelines on or adjacent to the site. Based on the NPMS mapping, there is one Hazardous Liquid Pipeline named the Magellan Pipe Line PRD system operated by the Magellan Pipeline Company, L.P., which is located approximately 0.25 miles northwest of the project. The NPMS indicates the commodity type as non-HVL (Highly Volatile Liquid) product. No other gas transmission or hazardous liquid pipelines were identified by the NPMS on or adjacent to the site.

- b. *Project related generation/storage of solid wastes - Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.*

No significant volume of solid waste is anticipated to be generated or stored during construction of the project. Construction activities will generate wastes typical of residential development operations. The contractor will dispose of wastes generated at the site in an approved method by using commercial dumpsters and disposing construction wastes at an MPCA-permitted landfill. The contractor will minimize and mitigate adverse effects from the generation of solid waste from demolition and construction activities by recycling construction waste that can be recycled, when feasible. No storage of significant volumes of solid waste is anticipated with the construction of the project.

Following project construction, solid waste generation will be typical of occupied residential developments of this size and will mostly consist of residential waste materials. Additional amounts of solid waste generation will likely be generated from amenities proposed as part of the project including the club room and office spaces, but these amounts are anticipated to be negligible. The majority of the solid waste generated will include materials such as paper, organics, plastics, and "other wastes" which includes materials such as appliances, furniture and textiles.

According to the Metropolitan Solid Waste Management Policy Plan 2010-2030 (MPCA, 2011), the Minnesota per capita rate for waste generation is 1.06 tons per person per year. The following residential solid waste generation rate estimates were based, in part, on 2010 City of Inver Grove Heights census data which indicate that the average number of persons per household is 2.91. The proposed project consists of 400 residential units. To calculate the estimated amount of waste generated for the project, the household occupant number (2.91) was multiplied by the number of units (400) and then multiplied by 1.06 tons per person per year. Using these figures, the proposed development could generate approximately 1,234 tons of solid waste per year.

A source recycle/separation plan for the project will be implemented. Mixed municipal solid waste not recycled would either be incinerated at the Hennepin County Energy Recovery Center or hauled to a sanitary landfill. Participation in the recycling program by future residents of the Project is expected to reduce costs for solid waste trucking and disposal, and generally minimize and mitigate adverse effects from the generation and storage of solid waste. Storage of significant volumes of solid waste is not anticipated with the operation of the project.

- c. *Project related use/storage of hazardous materials - Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any above or below ground tanks to store petroleum or other materials. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.*

It is not anticipated that construction of the proposed project will require usage or storage of significant amounts hazardous materials. Hazardous materials such as fuels (small quantities stored above ground) and specific construction materials would be on site during construction and stored and handled in conformance with state and federal regulations to prevent accidental spill or release. Builders and contractors are responsible for proper management of hazardous materials utilized during construction. The contractor will minimize and mitigate adverse effects from the use and storage of hazardous materials by developing a spill prevention plan for the project and recycling hazardous materials that can be recycled.

Operation of the project is not anticipated to require the use or storage of significant amounts of hazardous materials aside from typical household cleaners, building maintenance products, chemicals necessary to maintain on-site swimming pools and hot tubs, and yard care products such as fertilizers.

Following construction, the project would likely have emergency generators that would serve as a back-up source of electricity during power failures. The generators would be designed with internal, above-ground fuel tanks.

- d. *Project related generation/storage of hazardous wastes - Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling.*

Outside of the materials described above, the project is not anticipated to generate or require the storage or disposal of hazardous wastes during construction or operation. Consequently, potential environmental effects from hazardous wastes, and measures to avoid, minimize, or mitigate adverse effects from the generation/storage of hazardous waste (including source reduction and recycling), have not been considered.

13. Fish, wildlife, plant communities, and sensitive ecological resources (rare features):

- a) *Describe fish and wildlife resources as well as habitats and vegetation on or near the site.*

Westwood used data and imagery available through USGS, the MN DNR, and Google Earth to conduct a desktop analysis of cover types, habitats, and wildlife resources. The site, identified in the City of Inver Grove Heights 2030 Comprehensive Plan as located within the Northwest Area Overlay District, is indicated as Regional Commercial in existing and future land use maps. The subject property is currently developed open space with roadways and light poles in place around the perimeter of the site. Lawn, landscape plantings and rain gardens are located along the north edge of the site between an internal roadway and Amana Trail that borders the site to the north. Two small basins are located in the south-central and northeast portions of the site and appear to be temporary sediment basins that were constructed during mass grading of the site around 2008. Otherwise, the site is vacant land vegetated with species from the seed mix used to stabilize soils after mass grading. Based on soil borings conducted on the site, fill is present across the site varying in depth from 7 to 34 feet.

Natural resource communities that would have been on the site historically have been significantly altered by human development. As a result of this historical disturbance, most wildlife species that would otherwise occur have significantly declined or been extirpated and no natural, intact plant communities currently exist on the site. As such, it is unlikely that the current land cover supports more than a few common wildlife species such as voles, raccoons, mice, squirrels and common avian species.

The site is bounded on the north by Amana Trail, north of which is residential development. East of the site is approximately 25 acres of commercial development and associated parking and includes a Target retail store. The site is bounded on the south by Courthouse Boulevard (Highway 55) and west of the site are undeveloped future additions of the Argenta Hills plat. Areas west of the site are a combination of disturbed, vacant land and wooded areas.

The most significant wildlife and habitat resource near the site are the small patches of woodlots to the west and south. The woodlots likely provide habitat and cover for species commonly found in the upper Midwest, such as woodcock, thrushes, blue jays, woodpeckers, chipmunks, gray squirrels, cottontail rabbits, and raccoon. The site is separated from all of these small woodlots by roads with curb and gutter; development of the site is not expected to have any effect on these areas.

- b) *Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-NA) and/or correspondence number (ERDB-NOT ASSIGNED YET) from which the data were obtained and attach the Natural Heritage letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results.*

Westwood submitted a data request to the Minnesota Natural Heritage Information System (NHIS) on February 22, 2017 for a review of rare features on or near the project site that may not be accounted for in our mapping and database search. No response letter from the DNR has been received as of this time. However, DNR staff was contacted on April 18, 2017 and indicated that they have reviewed the site and a "No Features" letter will be provided for the project. Westwood also conducted an internal review of the Minnesota Natural Heritage Information System (NHIS) on March 10, 2017 using its licenses database. The only record within 1 mile of the site is for a Loggerhead Shrike (*Lanius ludovicianus*) approximately 1 mile to the north. Loggerhead shrike prefer open country with scattered shrubs and trees, but the species can also be found in more heavily wooded habitats with large openings and in very short habitats with few or no trees. No suitable habitat is located on the site and no impacts to the loggerhead shrike is expected.

Westwood reviewed the MNDNR Regionally Significant Ecological Areas (RSEA) for resources on and around the site. There are no RSEA's indicated on or adjacent to the site. The closest RSEA is located approximately 0.13 mile north of the site and is rated moderate. The next closest are located 0.19 miles and 0.26 miles south of the site and are rated High and Outstanding. Both of these sites are separated from the site by 4 traffic lanes of Highway 55. No MN DNR native plant communities or Minnesota Biological Survey (MCBS) sites of biodiversity significance are located within a mile of the site.

- c) *Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.*

Project development will convert existing developed open space into a high-density residential development. The common species that may currently use the site will likely be displaced by the development. Some limited landscape and maintained open space will remain after project development and could still serve as usable habitat for common species. Similar and higher quality open space land uses are located adjacent to the site that could be utilized by displaced species.

Based on an internal review of the NHIS database, there are no rare features on the site and the current habitat is unlikely to support rare species or features.

The project proposer understands that the introduction and spread of invasive weed species from project construction and operation requires consideration. The risk for the spread of invasive species as a result of the project is unlikely because the site is surrounded by roadways and high-intensity

commercial development. While roadways can serve to transport invasive species, the construction and operation activities proposed for the site do not represent a greater risk for invasive species introduction, transport, and spread than existing activities on adjacent lands such as roadside mowing, agriculture, and landscape maintenance. If large areas of invasive species develop during construction and operation of the project, they will be controlled by the applicant in accordance with local and state invasive and noxious weed regulations.

14. Historic properties

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

A database search request was made to the Minnesota State Historic Preservation Office (SHPO) who conducted a search of the Minnesota Archaeological Inventory and Historic Structure Inventory for the project area (**Appendix D**). Based on their review, no previously recorded archaeological sites, historic structures, or traditional cultural properties were identified in the database for the project area. Eight historic structures have been identified within one mile of the project area, but will not be physically impacted by the proposed project. Three of the inventoried structures had been evaluated as eligible for listing on the National Register of Historic Places. These included Bridge No. 5820 (SHPO # DK-IVG-018), the cloverleaf intersection (SHPO # DK-IVG-019), and the Cloverleaf Motel (SHPO # DK-IVG-020). Both the Cloverleaf Motel and the cloverleaf intersection have been demolished and are no longer extant. Additionally, background research was conducted at the MN SHPO and the MN Office of the State Archaeologist. No other previously recorded archaeological sites or historic properties were identified at, or immediately adjacent to, the project area.

15. Visual

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

There are no scenic views or vistas located on or near the property, and no non-routine impacts or visual nuisances are anticipated. The proposed residential land use is consistent with other established uses in the area, and therefore will not create a significant change in visual aesthetics. The architectural and site design of the project will be in keeping with the design standards set forth by the City of Inver Grove Heights.

16. Air

- a. *Stationary source emissions - Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants, and any greenhouse gases. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.*

The natural gas heating and cooling systems proposed for the buildings are expected to consist of individual furnace/air conditioning systems. Emissions from the heating and cooling units will be typical of other buildings in the surrounding area. No adverse impacts to air quality are expected as a result of the project.

- b. *Vehicle emissions - Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g. traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.*

Increased traffic will generate a relatively small corresponding increase in carbon monoxide levels and other vehicle-related air emissions. The project is expected to have a negligible impact on air quality. Consequently, baseline air quality monitoring, or predictive air quality modeling, has not been contemplated at this time, and no measures to mitigate air quality impacts have been considered. It is anticipated that siting residential units near office and retail uses will promote other modes of transportation such as walking, bicycle riding, and mass transit for overall emission reductions.

- c. *Dust and odors - Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 16a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.*

Project construction and occupancy is not expected to generate objectionable odors or dust. Odors and dust generated during construction and occupancy will meet the requirements of the MPCA and applicable local regulations. Minor odors generated during construction will be typical of those associated with the construction process, such as exhaust from diesel and gasoline powered construction equipment. The construction process is expected to generate some dust, but it is not anticipated that fugitive dust will be generated in objectionable quantities. During mass grading and construction, contractors will follow best management practices to reduce dust emissions. Suppression of airborne dust by application of water will be implemented if significant fugitive dust generation occurs that is greater than expected during normal construction practices.

The nearest receptors to the proposed project include residential homes to the north and the commercial development to the east of the project. The closest businesses are a credit union, a Dermatological Clinic and a Target store. The project will actually provide a buffer beneficial to the single-family homes immediately to the north from the four lane Highway 55 located immediately south of the project. Sites to the west of the project are buffered by a small woodlot and to the south are buffered by Highway 55.

17. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

The City of Inver Grove Heights' City Code and MPCA Noise Pollution Control Section requirements regulate noise levels within the City for construction and operation (mechanical noise) at project sites. Construction and operation of the project will be required to comply with these noise requirements, including hours of construction equipment operation. It is anticipated that noise levels will temporarily increase locally during project construction, but are expected to return to intensities and levels consistent with the existing surrounding environment. Noise levels on and adjacent to the site will vary considerably during construction depending on the pieces of construction equipment being operated simultaneously, the percent of time in operation, and the distance from the equipment to the receptors. The nearest receptors to the proposed project include residential homes to the north and the commercial development to the east of the project. The closest businesses are a credit union, a Dermatological Clinic and a Target store. The project will actually provide a noise buffer beneficial to the single-family homes immediately to the north from the four lane Highway 55 located immediately south of the project. Sites to the west of the project are buffered by a small woodlot and to the south are buffered by Highway 55. Planned landscaping of the project will help to minimize and mitigate the effects of any negligible noise generated from the project following construction. Noise levels following construction are anticipated to be consistent with other sources within the project and in conformance with City and state noise standards.

18. Transportation

- a. *Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.*

1. Existing and proposed additional parking spaces

The proposed residential development is comprised of Phase 1 (250 apartment units) and Phase 2 (150 apartment units). Phase 1 has 234 surface (7 ADA stalls) and 251 underground parking stalls (7 ADA stalls) and Phase 2 has 113 surface (5 ADA stalls) and 150 (5ADA stalls) underground parking stalls. The total number of proposed parking stalls for Phase 1 and Phase 2 equal a combined 748 stalls would be available for residents and visitors.

2. Estimated total average daily traffic generated

The average daily traffic generated for both phases is 2,660 vehicle trips per day. These number of trips per day are presented in Table 1 below.

Table 18.1. Trip Generation

Land Use Type (ITE Code)	AM Peak Hour Trips		PM Peak Hour Trips		Daily Trips
	In	Out	In	Out	
Phase 1 Apartments (220)	26	102	101	54	1,663
Phase 2 Apartments (220)	15	61	60	33	997
Total Trips for Current Proposal	41 trips/hr	163 trips/hr	161 trips/hr	87 trips/hr	2,660 trips/day

(Source: SRF Consulting Group, Inc.)

3. Estimated maximum peak hour traffic generated and time of occurrence

The estimated maximum peak hour traffic will be generated in the PM Peak Hour (248 trips/hour), based on the results in Table 1 above.

4. Indicate source of trip generation rates used in the estimates

In the preparation of their report, the SRF Consulting Group cited their estimation of trip generation based on a combination of the ITE Trip Generation Manual – 9th Edition (ITE Manual) and engineering judgment.

5. Availability of transit and/or other alternative transportation modes.

There are no bus stops currently served by Metro Transit within 0.5 miles of the proposed site.

A ten-foot trail exists along the north side of Amana Trail from South Robert Trail westerly to the residential street immediately to the east of Argenta Trail. This trail system appears to be evolving as development in the area continues. There is also a walking trail system within the adjacent single-family home development on land previously contributed by the developer. There will be additional trails built with the intersection reconstruction at Amana Trail and Argenta Trail. These will be connected to the overall trail system and with connections to the County Mendota/Lebanon Regional Trail.

- b. *Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance.*

This site has long been the subject of development consideration and planning. The Technical Appendices include the preceding traffic studies conducted for this development site (**Appendix D**):

- Argenta Hills Trip Generation Review, Inver Grove Heights, MN, prepared by SRF Consulting Group, Inc., 01/25/2017
- Argenta Hills Traffic Study, prepared by URS, 03/07/2007

The SRF traffic memo recently compared the trip generation potential of apartments on the site with the mixed use development assumed in the URS study in 2007. According to the SRF memo, the proposed residential development would generate traffic volumes substantially lower than estimated for the commercial/retail uses considered previously. The SRF memo concluded that the recommendations from the previous URS study remain valid, and no further analysis is recommended.

The reason this is important is that MnDOT, Dakota County and the City of Inver Grove Heights, along with other jurisdictions, have identified the need for a future north-south arterial connector (future CSAH 63) within this area. Specifically, Argenta Trail west of this

development will be realigned and built first as a four-lane roadway, and then expanded to a six-lane facility in the future from Highway 55 to I-494.

The intersection of Argenta Trail and Amana Trail (future CR 28) will include provisions for a possible future interchange with Highway 55. In 2015, the City of Inver Grove Heights and Dakota County identified Alternative 2 of the preliminary design for the realignment of Argenta Trail (CSAH 63) and Amana Trail (CR 28) as their recommended alignment option, as found in the document, Argenta Trail (CSAH 28/63) Realignment South Project (CP 63-25).¹ This alignment also appears in the Technical Appendices of this report.

The design of Amana Trail and its proposed alignment between South Robert Trail and Argenta Trail have taken into account the trip generation and traffic demand forecast for the development area based on the earlier URS study. As such, the future alignment will be able to accommodate the projected traffic demand. This realignment and reconstruction project is scheduled to commence April 2017.

- c. *Identify measures that will be taken to minimize or mitigate project related transportation effects.*

The developer will encourage alternative modes of travel by its residents. This includes providing information on bike and walking opportunities as well as bike storage locks, where feasible. Ridesharing will also be encouraged. In addition, sidewalks will be provided throughout the development.

19. Cumulative potential effects: (Preparers can leave this item blank if cumulative potential effects are addressed under the applicable EAW Items)

- a. *Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.*

It is anticipated that the project will be constructed in two phases, with the first phase expected to begin in 2017. Phase 1 build-out is anticipated by spring 2018 and phase 2 build-out is anticipated by summer 2021; however, construction timing will ultimately depend on market conditions.

Changes in the land uses in Inver Grove Heights from open space, rural and agricultural land to more urbanized uses is expected to have a cumulative impact on the area in general. Cumulative effects of this and future projects on natural resources and infrastructure are expected to be roughly proportional to the impacts discussed in this EAW. The City of Inver Grove Heights has planned for future growth and development in this particular area as part of its 2030 Comprehensive Plan (2014), Surface Water Management Plan, Water Supply Plan, Sanitary Sewer Plan, Transportation Plan, and the Opportunity City Program Summary Report (July 2014). Additionally, the City Parks Department is working to negotiate and acquire land nearby to service a city park. These efforts will ensure that the cumulative impacts of future growth and development to the environment, and to the City's service capacity, are anticipated and mitigated.

¹ Argenta Trail (CSAH 28/63) realignment South Project (CP 63-25) Preliminary Design Report, prepared for the city of Inver Grove Heights and Dakota County by Kimley Horn, February 23, 2015.

The City of Inver Grove Heights has anticipated the development of the Northwest Area for many years. In anticipation of this development, the City has conducted a series of studies and plans and adopted new land use, storm water and financial regulations. It is expected that the full development of the Northwest area will take 15 to 20 years and will include a variety of land uses, including single-family and multi-family residential, and commercial /retail offices.

- b. *Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.*

The project proposer does not currently own or have options on adjacent lands. However, the remaining undeveloped lands surrounding the proposed project area will either need to undergo an update to the Northwest Expansion Area Alternative Urban Areawide Review (AUAR, 2007) or prepare a new review as part of a development approval.

The City of Inver Grove Heights keeps a current map of residential development projects. According to this map, there are four recently approved single-family projects including Concord Hills, Blackstone Vista, Crosby Heights, and Blackstone Ponds. Blackstone Vista and Blackstone Ponds are currently under construction to the northwest within 1 mile of the proposed project.

Because many of the above projects and available lots develop based on market drivers and conditions, the timing of future development can, and likely will, fluctuate. However, land adjacent to the project site is eventually expected to develop, per the City's Comprehensive Plan, thereby converting existing open space and agricultural lands to residential and commercial uses. The City of Inver Grove Heights' 2030 Comprehensive Plan (2014) and recent amendment surrounding Argenta Hills anticipates and guides the intensity of development within the City and directs necessary infrastructure improvements to support the planned development.

Parcels to the north of Argenta Hills and west are currently vacant/undeveloped and zoned PUD and Agricultural, respectively. These parcels are guided for Low-Density Residential (north parcels) and Regional Commercial (west parcel) (**Appendix A**). In keeping with the City's Comprehensive Plan, these parcels are expected to develop in the future to similar uses. Undeveloped parcels immediately surrounding the proposed development site contain similar land uses and land features as the project site. Existing land cover on surrounding properties is primarily agricultural, with wooded tree lines, and small pockets of untillied grasslands.

- c. *Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.*

Because the proposed project has been graded with a temporary storm pond, cumulative impacts to natural resources are anticipated to be minimal.

Development of surrounding parcels will also result in cumulative impacts to City infrastructure such as roads, sewer, and water. These cumulative impacts have been thoughtfully contemplated and addressed in the City's 2030 Comprehensive Plan (2014), Surface Water Management Plan, Water Supply Plan, Sanitary Sewer Plan, and Transportation Plan. In addition, as surrounding properties develop, they will be evaluated under Minnesota Environmental Policy Act (MEPA) rules, as necessary, and will need to adhere to guidelines presented in the city's approved zoning and comprehensive plans.

Mitigation for anticipated minor cumulative impacts in the area will include pretreating stormwater and controlling stormwater rates, providing adequate municipal facilities, such as potable water and wastewater treatment, and providing appropriate traffic-related improvements. These provisions will help minimize potential cumulative effects of past developments and future developments within the region. Given the nature of potential cumulative effects, the evaluation of available and relevant information, and mitigation efforts proposed, it is unlikely these cumulative effects will result in significant environmental effects.

20. Other potential environmental effects:

If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

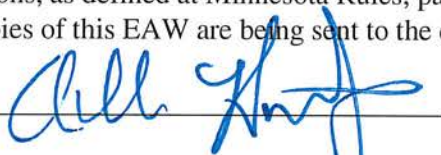
No other additional environmental effects are anticipated as a result of this project. Potential environmental effects have been addressed in Items 1 through 19.

RGU CERTIFICATION. *(The Environmental Quality Board will only accept **SIGNED** Environmental Assessment Worksheets for public notice in the EQB Monitor.)*

I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature



Date

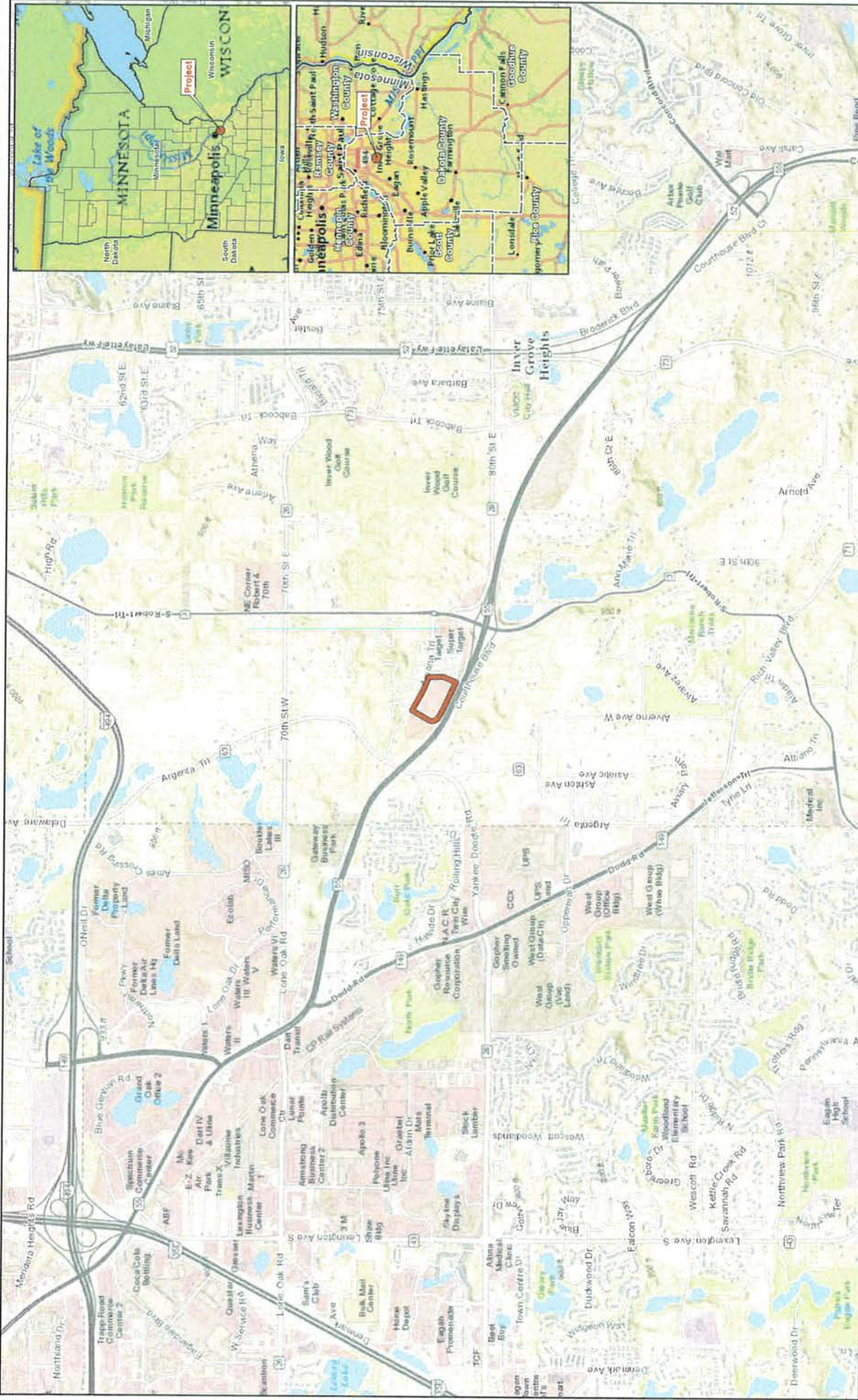
4/28/17

Title: Allan Hunting, City Planner, City of Inver Grove Heights

Exhibits 1 - 8

Inver Grove Apartments EAW, Inver Grove Heights
Dakota County, Minnesota

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Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

Legend

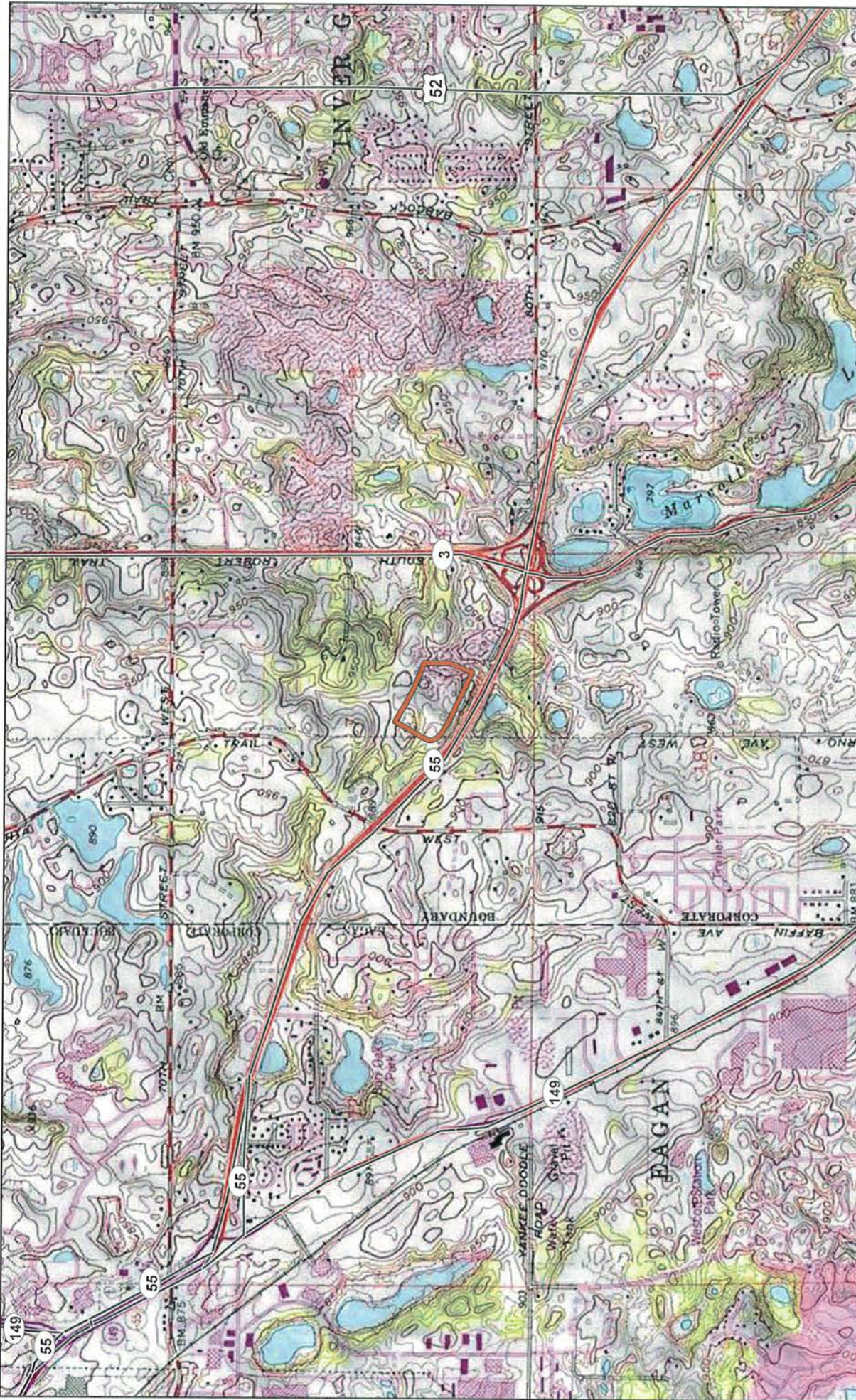


Project Boundary



Site Location

EXHIBIT 1



Data Source(s): Westwood (2017);
ESRI WMS USA Topo Basemap
(Accessed 2017).

Legend

-  Project Boundary
-  Major Road



Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

USGS Topography

Westwood

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westwood@wps.com
Westwood Professional Services, Inc.



Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

Proposed Site Plan

EXHIBIT 3

Legend

- Project Boundary
- Trail Outline
- Building Outline
- Curb & Gutter Line
- Fence Line
- Parking Lot Line
- Sidewalk Line
- Retaining Wall Line
- POH- Existing Distribution Line
- POH- Existing Transmission Line

- Existing Basins
- Existing Sanitary Sewer
- Existing Storm Sewer
- Existing Water Line
- Proposed Sanitary Sewer
- Proposed Storm Sewer
- Proposed Water Line
- x Proposed Rain Garden

N

0 200 Feet

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Data Source(s): Westwood (2017); ESRI WMS World Imagery (Accessed 2017); U.S. Census Bureau (2014).
Note: All maps and data are approximate and subject to change.



Legend

-  Project Boundary
-  Developed/Open Space (14.68 acres)
-  Impervious Surface (2.22 acres)
-  Temporary Pond (0.28 acres)

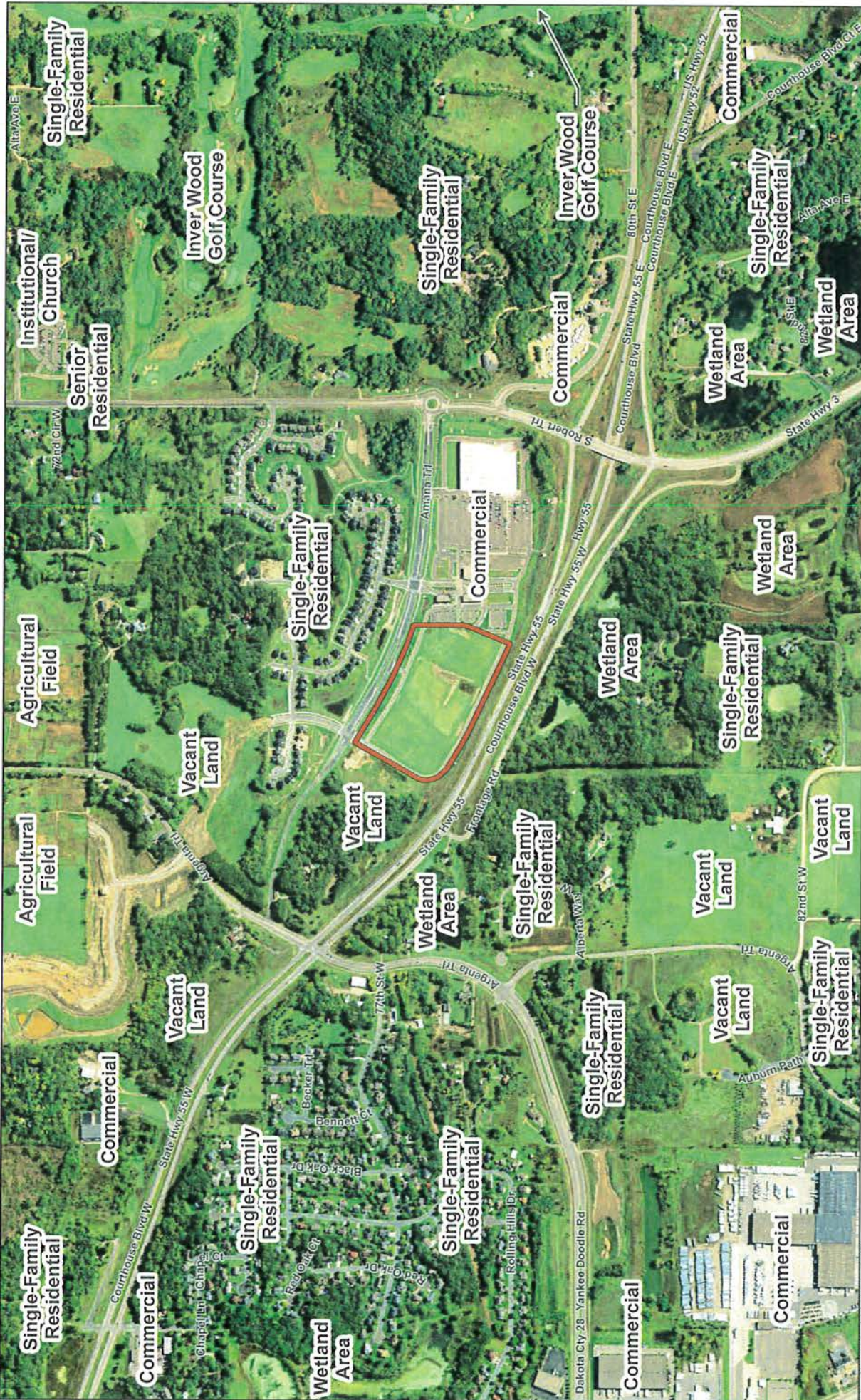


Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

Cover Types

EXHIBIT 4



Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

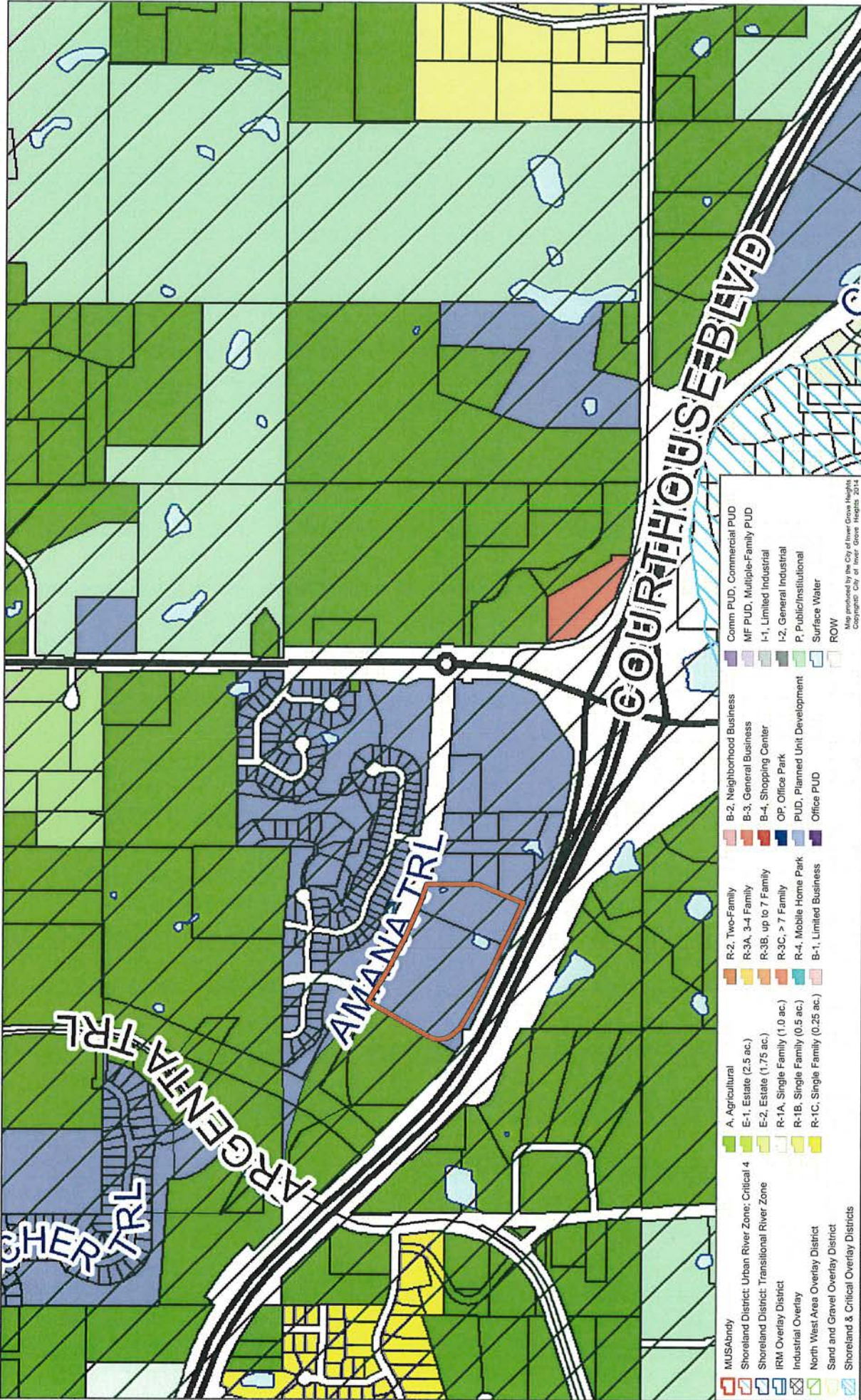
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Project Boundary



Adjacent Land Use



Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota



Legend

Project Boundary

Zoning Map



Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

Legend

	Project Boundary		NWI Wetland
	Public Water Watercourse		NHD Flowline
	Public Ditch/Altered Natural Watercourse		NHD Waterbody
	Public Water Basin		FEMA Floodplain
	Public Water Wetland		Minor Watershed Boundary

Scale

0 800 Feet

North Arrow

Water Resources

Data Sources(s): Westwood (2017); Minnesota NAIIP Imagery (Accessed 2017); U.S. Census Bureau (2014); USGS NHD Dataset (2013); Minnesota Department of Natural Resources, Ducks Unlimited, and St. Mary's University of Minnesota (2015); MNDNR (2017); FEMA (2016).

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Inver Grove Apartments EAW

Inver Grove Heights, Dakota County, Minnesota

Legend

- Project Boundary
- NRCS Soil Boundary



NRCS Soils

Appendix A

Future Land Use Map

Inver Grove Apartments EAW, Inver Grove Heights
Dakota County, Minnesota

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Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

October 14, 2016

Mark Fabel
McGough Construction
2737 Fairview Ave
Roseville, MN 55113

RE: Approval of Construction Contingency Plan
Argenta Hills, Highway 55 and Robert Trl. S., Inver Grove Heights, MN 55077
MPCA PB Site ID#: BF0000113
PIN: 20-12050-00-030 & 20-12050-00-040
Billing ID #: 192982

Dear Mr. Fabel:

The Minnesota Pollution Control Agency (MPCA) Brownfields staff, in the Petroleum Brownfields (PB) program, has reviewed the Contingency Construction Plan (CCP) submitted for the Argenta Hills site, located at the address referenced above (the Site). The CCP dated July 29, 2016, was prepared and submitted on your behalf by Vieau Associates Inc.

The Site consist of two parcels totaling approximately 17.16 acres which is currently vacant and undeveloped. Historically the site had been used for sand and gravel mining operation since 1991 and prior to that was used for agriculture purposes.

An investigation was conducted in 2008-2009, with 26 test pits to determine the environmental and geotechnical suitability for development. Diesel range organics (DRO) was identified in a few soil samples. This resulted in the excavation and landfill disposal of 333 tons of petroleum- impacted soils. The proposed development includes the construction of two multi-tenant residential buildings.

The CCP is hereby approved, subject to the following conditions:

1. A four-foot buffer of clean soil should exist in all "green space" areas, along with a vegetative cover.
2. Any contaminated soils removed from the site must be treated or disposed of in a method approved by the MPCA. Contaminated soils transported to an approved landfill must be in compliance with all state and local permits. The applicant must notify MPCA staff when contaminated soils are initially transported and where soils will be disposed of prior to disposal. Please include all transportation and handling manifests for such soils within the final implementation report.
3. This CCP approval is contingent on the Applicant obtaining all other required state, federal and local government permits.
4. This approval does not supplant any applicable State or local stormwater permits, ordinances, or other regulatory documents.

An implementation report describing the completed response action activities, sampling results, soil management and disposal, and imported soils shall be prepared and submitted to the MPCA. If the

Mr. Mark Fabel
Page 2
October 14, 2016

implementation report will not be submitted within one year of the date of this letter, please notify the MPCA project staff of the status of the development. Approval of this plan does not suggest that any of the costs incurred will be eligible for reimbursement from the Petro Board.

This letter is subject to the disclaimers found in Attachment A. If you have any questions about this letter, please contact Brittney Schuller, at 651-757-2444 or by email at brittney.schuller@state.mn.us.

Sincerely,



Brittney Schuller
Project Manager
Remediation & Redevelopment Section
Remediation Division



Michael Connolly
Hydrogeologist 3
Remediation & Redevelopment Section
Remediation Division

BMS/MC:bhj

Attachment

cc: Jeremy Pavlish, Vieau Associates, Edina

ATTACHMENT A
DISCLAIMERS
Argenta Hills
BF0000113

PIN: 20-12050-00-030 & 20-12050-00-040

1. Reservation of Authorities

The MPCA Commissioner reserves the authority to take any appropriate actions with respect to any release, threatened release, or other conditions at the Site. The MPCA Commissioner also reserves the authority to take such actions if the voluntary party does not proceed in the manner described in this letter or if actions taken or omitted by the voluntary party with respect to the Site contribute to any release or threatened release, or create an imminent and substantial danger to public health and welfare.

2. No MPCA Assumption of Liability

The MPCA, its Commissioner and staff do not assume any liability for any release, threatened release or other conditions at the Site or for any actions taken or omitted by the voluntary party with regard to the release, threatened release, or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise.

3. Letter Based on Current Information

All statements, conclusions and representations in this letter are based upon information known to the MPCA Commissioner and staff at the time this letter was issued. The MPCA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion or representation and to take any appropriate action under his authority if the MPCA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer Regarding Use or Development of the Property

The MPCA, its Commissioner and staff do not warrant that the Site is suitable or appropriate for any particular use.

5. Disclaimer Regarding Investigative or Response Action at the Property

6. This approval does not supplant any applicable State or local stormwater permits, ordinances, or other regulatory documents

Nothing in this letter is intended to authorize any response action under Minn. Stat. § 115B.17, subd. 12.

Appendix C

DNR Natural Heritage Database Search

**Inver Grove Apartments EAW, Inver Grove Heights
Dakota County, Minnesota**

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Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

April 20, 2017

Correspondence # ERDB 20170386

Ms. Kari Block
Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344

RE: Natural Heritage Review of the proposed Inver Grove Apartments,
T27N R22W Section 7; Dakota County

Dear Ms. Block,

As requested, the Minnesota Natural Heritage Information System (NHIS) has been queried to determine if any rare species or other significant natural features are known to occur within an approximate one-mile radius of the proposed project. Based on this query, there are no known occurrences of rare features in the area searched.

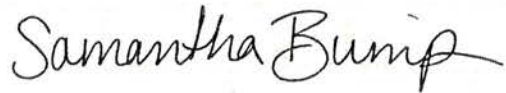
The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available, and is the most complete source of data on Minnesota's rare or otherwise significant species, native plant communities, and other natural features. However, the NHIS is not an exhaustive inventory and thus does not represent all of the occurrences of rare features within the state. Therefore, ecologically significant features for which we have no records may exist within the project area. **If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.**

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location (noted above) and the project description provided on the NHIS Data Request Form. Please contact me if project details change or for an updated review if construction has not occurred within one year.

The Natural Heritage Review does not constitute review or approval by the Department of Natural Resources as a whole. Instead, it identifies issues regarding known occurrences of rare features and potential effects to these rare features. To determine whether there are other natural resource concerns associated with the proposed project, please contact your DNR Regional Environmental Assessment Ecologist (contact information available at http://www.dnr.state.mn.us/eco/ereview/erp_regioncontacts.html). Please be aware that additional site assessments or review may be required.

Thank you for consulting us on this matter, and for your interest in preserving Minnesota's rare natural resources. Please include a copy of this letter in any state or local license or permit application. An invoice will be mailed to you under separate cover.

Sincerely,

A handwritten signature in black ink that reads "Samantha Bump". The signature is written in a cursive style with a large, stylized 'S' and a long, sweeping underline.

Samantha Bump
Natural Heritage Review Specialist
Samantha.Bump@state.mn.us

Appendix D

State Historic Preservation Office Correspondence

**Inver Grove Apartments EAW, Inver Grove Heights
Dakota County, Minnesota**

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History/Architecture Inventory

PROPERTY NAME	ADDRESS	Twp	Range	Sec	Quarters	USGS	Report	NRHP	CEF	DOE	Inventory Number
COUNTY: Dakota											
CITY/TOWNSHIP: Egan											
farmstead	2980 Dodd Rd.	27	23	1	SW-SW-SW	St. Paul SW					DK-EGC-007
farmstead (razed)	Mn. Hwy. 49 & Lone Oak Rd.	27	23	12	NW-NW-	Inver Grove Heights	DK-EGC-1H				DK-EGC-008
Ames Estate and Gatehouse (razed)	720 Blue Gentian Rd.	27	23	1	NW-NE-NW	Inver Grove Heights	DK-16-01H				DK-EGC-013
Hermann Estate (razed?)	780 Blue Gentian Rd.	27	23	1	NE-NW-NW	Inver Grove Heights	xx-89-4H				DK-EGC-014
Mendota-Wabasha Military Rd.: Egan Section	Mn. Hwy. 149, off Mn. Hwy. 55	27	23	12		Inver Grove Heights	xx-89-4H				DK-EGC-016
Mendota-Wabasha Military Rd.: Egan Section		27	23	13		Inver Grove Heights	xx-89-4H				DK-EGC-016
house	3340 Dodd Road	27	23	12		Inver Grove Heights					DK-EGC-020
house	3101 Highway 55	27	23	12		Inver Grove Heights					DK-EGC-024
CITY/TOWNSHIP: Inver Grove Heights											
farmstead	63xx Robert St. Trail	27	22	5	NW-SW-- NW	Inver Grove Heights					DK-IVG-003
farmstead	72xx Robert St. Trail	27	22	7	SE-SW-NE	Inver Grove Heights					DK-IVG-004
farmstead		27	22	8	SW-SW-NW	Inver Grove Heights	DK-2001-1H				DK-IVG-005
school house	xxxx Babcock Trail	27	22	8	NE-SE-NE	Inver Grove Heights					DK-IVG-006
house	7020 Babcock Trail	27	22	8	NE-NE-NE	Inver Grove Heights					DK-IVG-007
Mendota-Wabasha Military Rd.: Inver Grove Heights Section	Mn. Hwy. 149	27	22	18	SW-SW-SW	Inver Grove Heights	xx-89-4H				DK-IVG-016
Bridge No. 5820	junction Mn. Hwys. 3 & 55 and U.S. Hwy. 52	27	22	7	SE-SE-SE	Inver Grove Heights	DK-93-1H		Y		DK-IVG-018
cloverleaf intersection (demolished)		27	22	7	SE-SE-SE	Inver Grove Heights	DK-93-1H		Y		DK-IVG-019
Cloverleaf Motel (demolished)	1155 Courthouse Blvd. E.	27	22	8	S-SW-SW	Inver Grove Heights	DK-93-1H		Y		DK-IVG-020
Oldre Barn	Mn. Hwys. 3 & 55 and U.S. Hwy. 52	27	22	8	SE-SW-SW	Inver Grove Heights	DK-93-1H				DK-IVG-021

PROPERTY NAME	ADDRESS	Twp	Range	Sec	Quarters	USGS	Report	NRHP	CEF	DOE	Inventory Number
COUNTY:	Dakota										
CITY/TOWNSHIP:	Inver Grove Heights										
Strehle House	7482 Argenta Trail	27	22	7	NW-NE-SW	Inver Grove Heights	xx-96-1H				DK-IVG-024
Strehle House		27	22	7	NW-NE-SW	Inver Grove Heights	DK-2001-2H				DK-IVG-024
Strehle House		27	22	7	NW-NE-SW	Inver Grove Heights	DK-2001-1H				DK-IVG-024
COUNTY:	Washington										
CITY/TOWNSHIP:	Cottage Grove										
farmstead	6191 70th St.	27	22	7	NE-NW-NW	St. Paul Paul	xx-95-2H				WA-CGC-220

Archaeological Site Locations

Site Number	Site Name	Twp.	Range	Sec.	Quarter Sections	Acres	Phase	Site Description	Tradition	Context	Reports	NR	CEF	DOE
County: Washington														
21WA0001	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-91-05	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-91-04	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-88-01	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-87-02	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-87-01	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-73-02	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		WA-52-01	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		MULT-82-04	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		MULT-81-06	Yes		
	Schilling Archaeological District	27	22	5	N-N-NE	62	3	EW, AS	A-2, W-1, M-2, O-2		MULT-59-01	Yes		

Appendix E

Traffic Impact Studies

Inver Grove Apartments EAW, Inver Grove Heights
Dakota County, Minnesota

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Thresher Square
700 Third Street South
Minneapolis, MN 55415
Phone: (612) 370-0700
Fax: (612) 370-1378

MEMORANDUM

To: Mr. Greg Munson
MGT Development, Inc.

File: 31809970

From: John Crawford, P.E., P.T.O.E.
Erik Seiberlich AICP

Date: March 7, 2007

Subject: Argenta Hills Traffic Study

INTRODUCTION

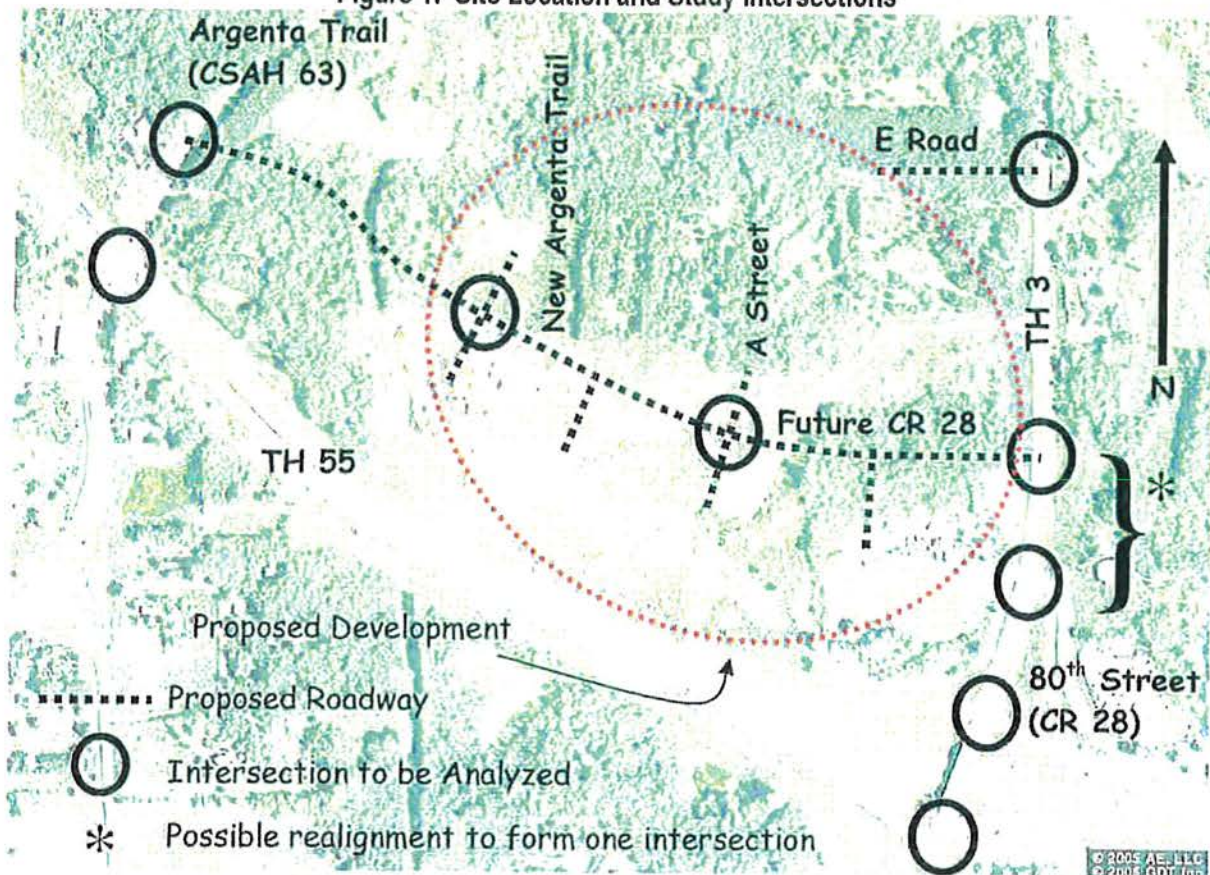
The purpose of this technical memorandum is to summarize the traffic impacts of the proposed Argenta Hills development in Inver Grove Heights, Dakota County, Minnesota.

The proposed development site, which is primarily undeveloped, is bordered by TH 55 to the south, Argenta Trail (CSAH 63) to the west and TH 3 (South Robert Trail) on the east. Figure 1 displays the proposed development location. The proposed development identified a commercial area with two anchor uses, two junior anchor uses and several smaller supporting retail uses south of a new segment of CR 28 linking Argenta Trail (CSAH 63) and TH 3. There are also new low and mid-density residential units proposed north of the future segment of CR 28. The purpose of this traffic analysis will be to determine the impact of the proposed development on the following intersections in the vicinity of the proposed development:

- TH 55 and Argenta Trail (CSAH 63)
- TH 3 (South Robert Trail) and EB ramps to/from TH 55
- TH 3 and WB ramps to/from TH 55
- Future CR 28 and Argenta Trail (CSAH 63)
- Future CR 28 and New Argenta Trail
- Future CR 28 and 'A Street'
- TH 3 and 'E Road'

In addition to the preceding 7 intersections, the analysis will look at the functionality of the Future CR 28 connection with TH 3. This connection will be analyzed as offset three-legged intersections (Future CR 28/TH3 and 80th Street/TH 3), as well as if the east leg (80th Street) were shifted to the north to form one four-legged intersection.

Figure 1. Site Location and Study Intersections



Proposed Development Characteristics

The proposed development (see Figure 1 and Table 2), expected to be completed by 2009, consists of approximately 154 dwelling units and 410,000 square feet of commercial/retail land uses. This corresponds to 20,480 daily trips generated by the uses in the study area.

EXISTING CONDITIONS

The site for the proposed development is mostly undeveloped with a few houses and a quarrying operation. TH 55 is a divided arterial roadway that runs from TH 52 west toward the MSP airport and into downtown Minneapolis. As it passes the development site TH 55 provides two lanes in each direction with a grade separated interchange at TH 3, and a signalized intersection where it crosses Argenta Trail. TH 3 is a two-lane arterial that provides exclusive turn lanes at most intersections. Argenta Trail (CSAH 63) is a two-lane roadway that carries limited traffic to and from the north. 80th Street is a two lane roadway that runs east/west from the proposed development site toward more populated and commercial areas of Inver Grove Heights, and provides access to TH 52.

The following describes the geometry and traffic control at the existing study intersections:

- TH 55 and Argenta Trail (CSAH 63) – This is a four-legged, traffic signal controlled intersection. The east and west approaches provide two through lanes, and exclusive right and left turn lanes. The north and south approaches provide exclusive left turn, through

and right turn lanes. The southbound right turn movement is channelized. Eastbound and westbound left turns are protected while northbound and southbound left turns are protected/permissive.

- TH 3 and EB ramps to/from TH 55 (south ramps) – This is a four legged intersection for which the west approach is stop controlled. The north approach provides a through lane and exclusive left turn lane, while the south approach provides a through lane and exclusive right turn lane. The stop controlled, one-way west approach is an off-ramp from TH 55 and provides two unmarked lanes which operate as a through/left turn lane and a right turn lane. The east leg of the intersection is a one-way on-ramp to eastbound TH 55 and does not bring traffic into the intersection.
- TH 3 and WB ramps to/from TH 55 (north ramps) - This is a four legged intersection for which the east approach is stop controlled. The north approach provides a through lane and exclusive right turn lane, while the south approach provides a through lane and exclusive left turn lane. The stop controlled, one-way east approach is an off-ramp from TH 55 and provides an exclusive left turn lane and a through/right turn lane. The west leg of the intersection is a one-way on-ramp to westbound TH 55 and does not bring traffic into the intersection.
- TH 3 and 80th Street (CR 28) – This is a four-legged intersection, where the west approach is a very low volume private drive which serves a single property. The north approach provides a through lane and exclusive left turn lane, and has a shoulder that is used as a right turn lane. The south approach provides exclusive left turn, through and right turn lanes. The stop controlled west approach has one shared left turn/through/right turn lane and the stop controlled east approach of 80th Street also provides one shared left turn/through/right turn lane.

ANALYSIS PROCESS

The purpose of this analysis was to determine the existing and future year traffic operations within the vicinity of the proposed development. The following summarizes the study process and evaluation results.

Analysis Tool

Synchro7 is a traffic operations analysis software package that implements the methodologies of the Highway Capacity Manual (HCM). Data from Synchro7 can be transferred to SimTraffic7, a detailed microscopic model that considers vehicle driver behavior, detailed interaction of vehicles with each other and the roadway between adjacent intersections, random behavior of drivers, and the delay for individual vehicles throughout the peak hour. Synchro7 uses the HCM methodology to analyze intersection operations through one cycle of a traffic signal while SimTraffic6 simulates the operation of the network of traffic signals through multiple cycles over a specified period of time (e.g., 60 minutes).

For this study, traffic signal operation was optimized. Analyses looked at the best case scenario with regards to phase split and cycle length, with a maximum possible cycle length of 150 seconds.

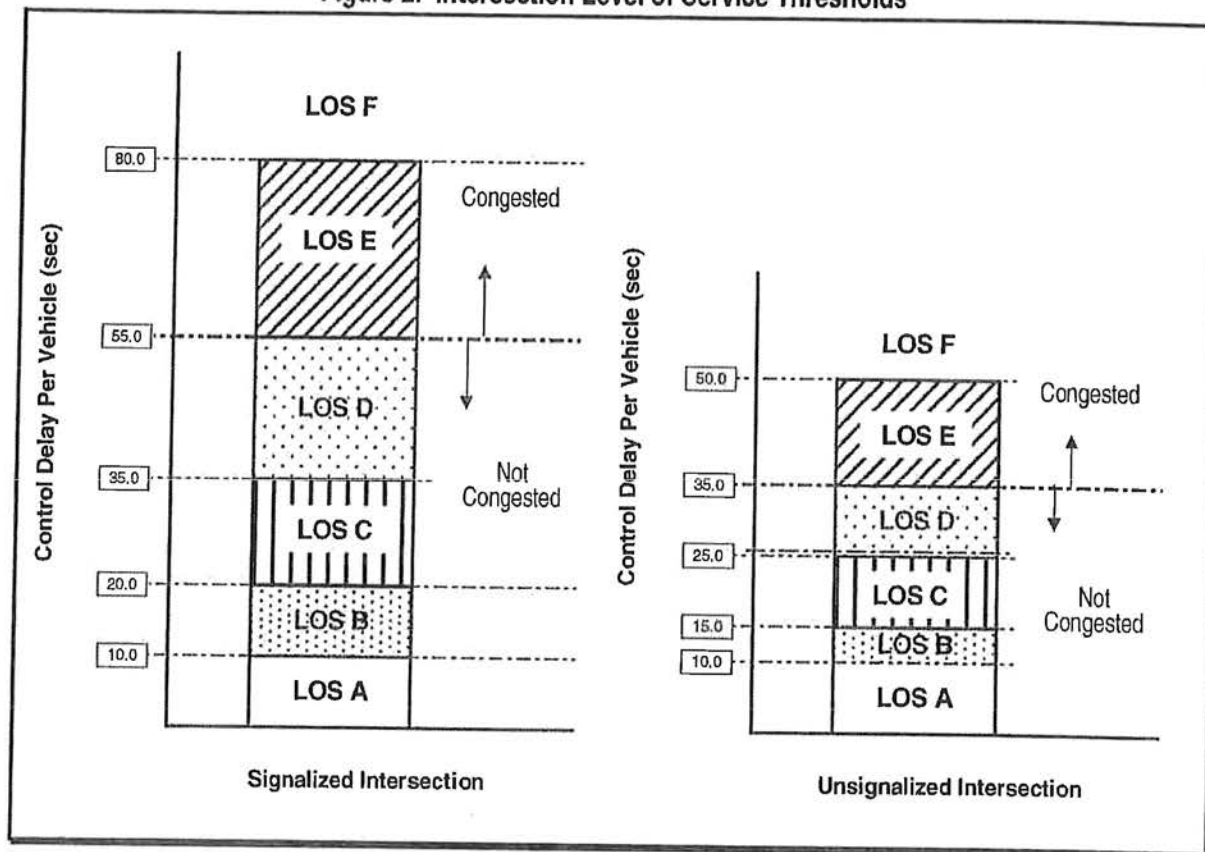
Intersection Level of Service

The ability of an intersection to process traffic is affected by the number and type of vehicles, desired turning movements, intersection geometrics, and traffic control devices. Intersection level of service (LOS) differs from segment LOS in that the quality of traffic operations is defined as the delay to vehicles caused by the intersection's traffic control rather than the ratio of vehicle volumes to roadway capacity. Intersection LOS typically focuses on operations during the periods of the day with the highest traffic volumes whereas segment LOS is based on traffic volumes over an average 24-hour period. Thus, the intersection LOS analysis gives a "worst-case" result for each intersection and more clearly identifies operational problems at the intersections.

Because traffic signal timing is optimized in order to provide the best overall intersection delay, while still keeping minor movement delay tolerable, movements with very low volumes may experience higher delays than some high volume movements. In a coordinated system, priority is given to the largest volume movements (usually through movements), and when a traffic signal has a long cycle length, the majority of green time is allotted to the high volume movements. Because of this, lower volume movements may experience LOS E or F simply because of the long duration between green phases provided that movement. For example, if the northbound movement during the p.m. peak hour is the primary movement, a small volume of southbound left turning vehicles may suffer prolonged delay even with a very short average queue. Because traffic signal cycle lengths can be longer than two minutes, turning vehicles arriving at the intersection after their protected phase will need to wait for higher volume movements which are given long green times before they get their protected left green arrow again.

The intersection operational analysis process includes determining the LOS for the key intersections under the existing peak hour traffic conditions. LOS D and occasionally E are generally considered an acceptable minimum operating condition during peak hours. Figure 2 presents the intersection LOS thresholds, in terms of seconds of vehicle delay, as defined in the HCM.

Figure 2. Intersection Level of Service Thresholds



SOURCE: Highway Capacity Manual, 2000.

TRANSPORTATION SCENARIOS

Two transportation scenarios were analyzed for the proposed development. These scenarios included the following:

- 1) Year 2007 Existing Transportation Network – No Development.
- 2) Year 2010 Build with Proposed Roadway Improvements

Year 2007: Existing Transportation Network – No Development

The existing conditions establish a baseline from which to compare future traffic operations with the addition of the proposed Development.

- Turn movement volumes for this scenario were established through actual counts taken on a typical weekday in July 2007 and previous counts by other consultants, during the a.m. and p.m. peak hours. These counts were taken at the following locations:
 - TH 55 and Argenta Trail
 - TH 3 and EB Ramps to/from TH 55
 - TH 3 and WB Ramps to/from TH 55
 - TH 3 and 80th Street (CR 28)

A Synchro/SimTraffic Model was developed to analyze current traffic conditions near the proposed development. Figures 3 and 4 display the 2007 a.m. (6:45 - 7:45) and p.m. (4:30 - 5:30) peak hour turning movement volumes. Table 1 displays the existing intersection level of service results and average queue lengths. The specific movements operating at less than LOS D are highlighted in the table.

Figure 3. Existing AM Peak Hour Turning Movement Volumes

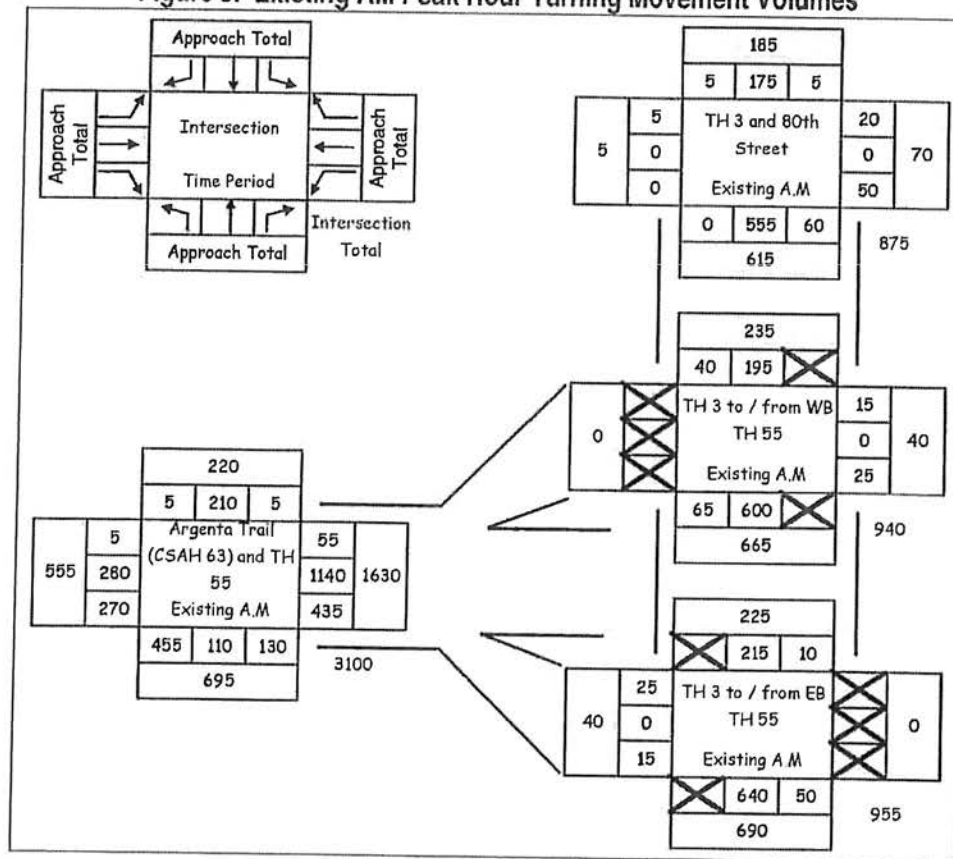


Figure 4. Existing PM Peak Hour Turning Movement Volumes

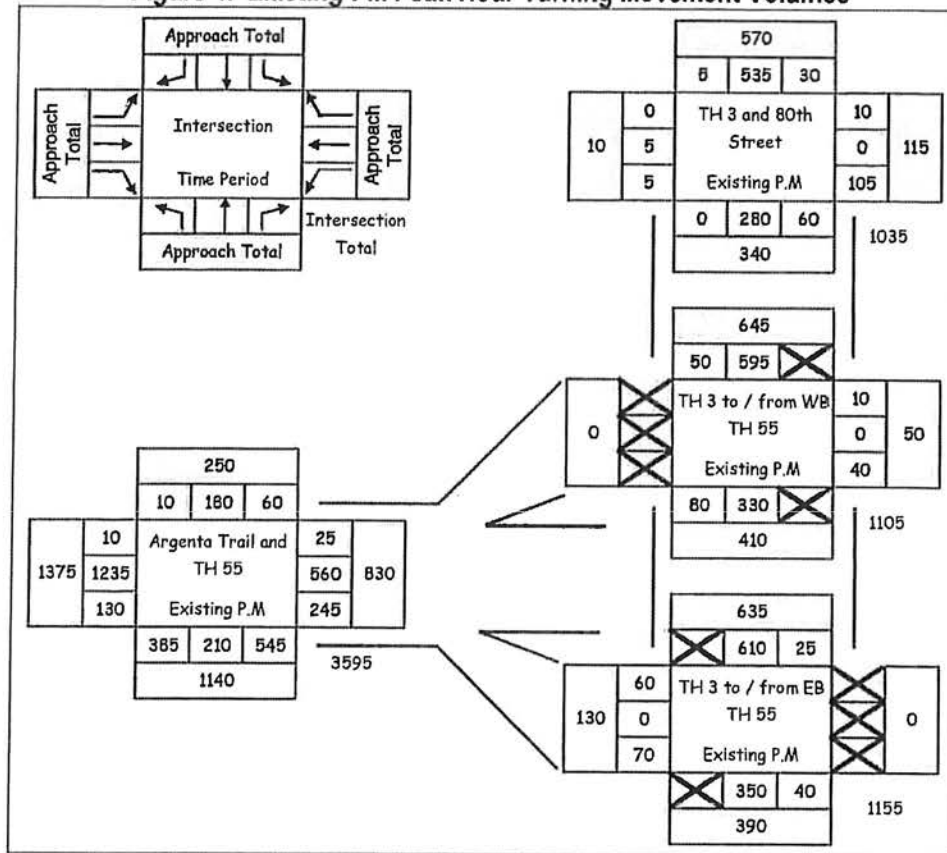


Table 1. Existing Level of Service and 95th Percentile Queue Length

EXISTING CONDITIONS												
Intersection	EASTBOUND				WESTBOUND				NORTHBOUND			
	Left	Through	Right		Left	Through	Right		Left	Through	Right	
Argenta Trail (CSAH 63) and TH 55												INT
Level of Service (LOS)	F	D	C		F	C	B		F	E	D	
Control Delay per Vehicle (sec)	136	36	24		104	32	12		98	64	50	
95th Percentile Queue Length (ft.)	<50	110	150		390	860	<50		330	890	60	
TH 3 and EB Ramps to/from TH 55												
Level of Service (LOS)	A	A	A									
Control Delay per Vehicle (sec)	<10	<10	<10									
95th Percentile Queue Length (ft.)	<50*	<50*	<50									
TH 3 and WB Ramps to/from TH 55												
Level of Service (LOS)					B	A	A		A	A	A	
Control Delay per Vehicle (sec)					14	<10	<10		<10	<10	<10	
95th Percentile Queue Length (ft.)					<50*	<50*	<50		<50			
TH 3 and 80th Street (and private drive)												
Level of Service (LOS)	B	B	A		B	B	A		A	A	A	
Control Delay per Vehicle (sec)	12	12	<10		10	10	<10		<10	<10	<10	
95th Percentile Queue Length (ft.)	<50*	<50*	<50*		50*	50*	50*		<50	<10	<10	
Argenta Trail (CSAH 63) and TH 55												
Level of Service (LOS)	F	F	D		F	B	A		F	F	F	
Control Delay per Vehicle (sec)	140	86	42		>150	16	<10		>150	>150	144	
95th Percentile Queue Length (ft.)	90	1050	280		383	590	<50		280	470	270	
TH 3 and EB Ramps to/from TH 55												
Level of Service (LOS)	B	A	A									
Control Delay per Vehicle (sec)	12	<10	<10									
95th Percentile Queue Length (ft.)	70*	70*	50									
TH 3 and WB Ramps to/from TH 55												
Level of Service (LOS)					C	A	A		A	A	A	
Control Delay per Vehicle (sec)					16	<10	<10		<10	<10	<10	
95th Percentile Queue Length (ft.)					50*	50*	<50		<50			
TH 3 and 80th Street (and private drive)												
Level of Service (LOS)	B	B	A		B	B	B		A	A	A	
Control Delay per Vehicle (sec)	14	14	<10		<10	<10	<10		<10	<10	<10	
95th Percentile Queue Length (ft.)	<50*	<50*	<50*		70*	70*	70*		<50	<10	<10	

* = shared lane group (left/through/right, left/through/right, through/right)

Looking at the results of the analyses (and backed by field observation) it is apparent that the intersection of TH 55 and Argenta Trail (CSAH 63) is presently operating in a less than desirable manner.

Year 2010 No-Build

In order to represent 2010 conditions, turning movement volumes were increased for overall growth and to represent other known development in the area. Since no development is planned by 2010 on the vacant land to the north of the proposed development site, only a growth factor was applied to the existing turning movement volumes. Although a comparison of traffic volumes on TH 55 and TH 3 over the past 6 years showed minimal increase or decrease, a two percent per year (1.061 overall) factor was used for a three year period. The resulting volumes are the 2010 no-build volumes.

Year 2010 Build

In order to get 2010 build volumes, trips were generated based on the size, intensity and type of land uses in the proposed development. These new trips were then disseminated across the roadway network based on historical traffic patterns and the location of present and future area population. The total sum of the 2010 no-build movements, less the existing removed volumes, and the newly generated and distributed trips resulted in the 2010 build volumes.

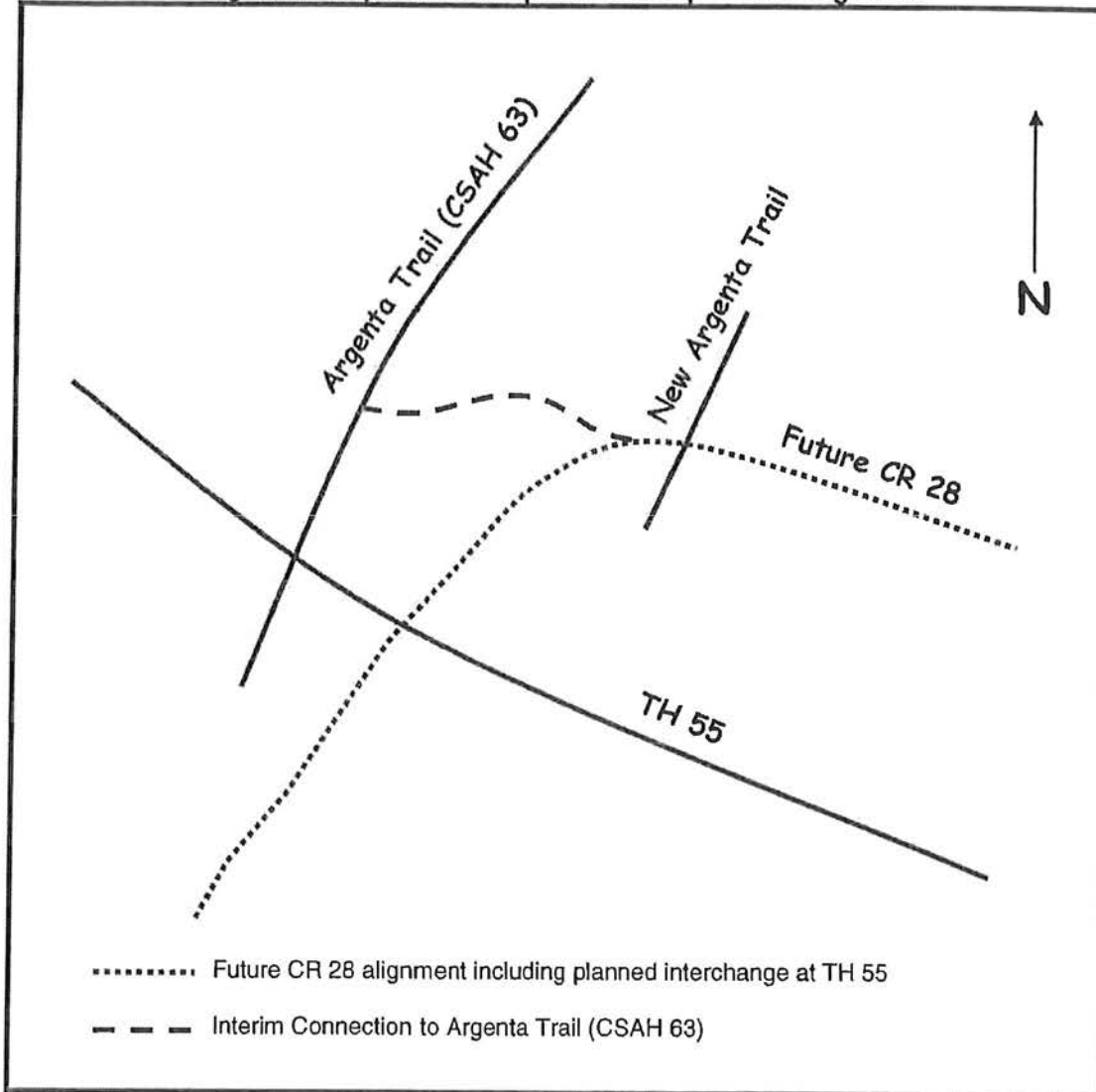
2010 FORECAST

Baseline Transportation Network

As part of the proposed development, there are several alternatives for the nearby roadways and intersections. A future segment of CR 28 will be constructed through the development area connecting Argenta Trail (CSAH 63) and TH 3. This roadway will be intersected in four locations through the development, two full access intersections and two right in/right out intersections providing additional access and egress for the commercial area. The westernmost segment of this roadway is an interim connection from Argenta Trail (CSAH 63) to the intersection of Future CR 28 and New Argenta Trail (See Figure 5). This segment has been considered as both one-way eastbound, and two-way. For the purpose of this study, the one-way alternative was used as it is the worst case scenario for the intersection of TH 3 and CR 28. Analyses use turning movement volumes for this worst case scenario. However, turning movement volumes will be presented for the intersection of this interim segment and Argenta Trail (CSAH 63) as well. This is the desired roadway configuration for a development of this type. Additional analyses also studied the intersections between Argenta Trail (CSAH 63) and TH 3 with as both a two-lane and four-lane roadway.

One additional intersection will be constructed on TH 3 on the north end of the development providing access to 60 residential units. At the present time there is discussion with the City, County and the Developer regarding the connectivity of the roadways serving the residential development on the north side of the site. Topographical conditions make some connections difficult to create, and ongoing discussions will identify the appropriate way to address this issue. If internal conditions were to exist so that all residential areas had direct access to Future CR 28, the change in turning movement volumes would likely slightly decrease on TH 3 and some trips would shift at intersections on Future CR 28. However, these changes would be insignificant compared to the overall intersection volumes. Details of the new intersections follow Figure 5:

Figure 5. Proposed Development Site Trip Forecasting Zones



- Future CR 28 and Argenta Trail (CSAH 63) – With one-way traffic on Future CR 28, this intersection will only provide northbound right turn access to Future CR 28 via an exclusive right turn lane. Otherwise Argenta Trail (CSAH 63) stays the same with one through lane in each direction. With two-way traffic, all vehicles traveling westbound on Future CR 28 will turn right onto northbound Argenta Trail (CSAH 63).
- Future CR 28 and New Argenta Trail – This is a four legged intersection that is stop controlled for the north and south approaches. The west approach provides a shared through/left turn lane and an exclusive right turn lane, and the east approach has a shared left turn/right turn lane, as there is no through movement. The south approach has a shared through/right turn lane and the north approach has a shared through/left turn lane.

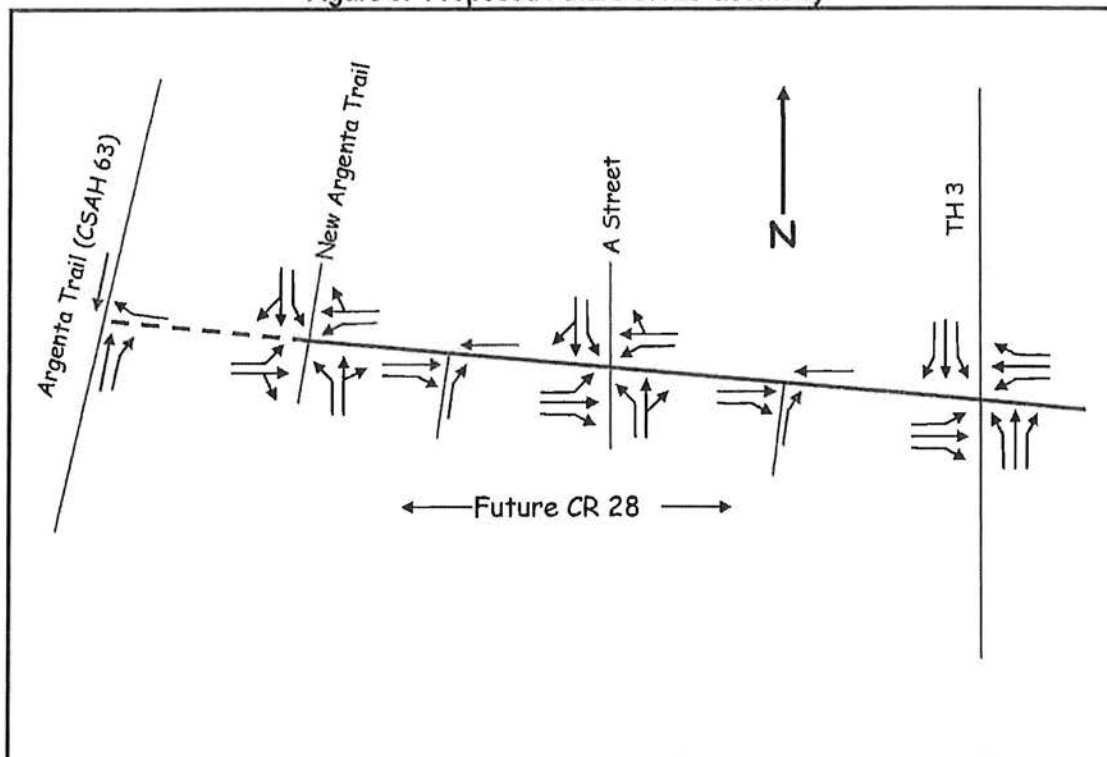
If the interim segment of Future CR 28 were built as a two-way roadway, the west approach remains the same, and the east approach has a shared left turn/through/ right turn lane. The south approach has an exclusive left turn lane and shared through/right turn lane

and the north approach has an exclusive left turn lane and a shared through/right turn lane.

- Future CR 28 and 'A Street' – This is a four-way stop controlled intersection. The west approach provides a shared through/left turn lane and an exclusive right turn lane, and the east approach has an exclusive left turn lane and shared through/right turn lane. The south approach has a shared through/left turn lane and an exclusive right turn lane and the north approach has a shared through/right turn lane and an exclusive left turn lane.
- The two right in/right out intersections provide an exclusive eastbound right turn lane and one right turn lane northbound to eastbound.
- Future CR 28 and TH 3 – This three-legged intersection is initially analyzed with traffic signal control. The west approach provides exclusive left turn and right turn lanes. The north approach provides exclusive through and right turn lanes and the south approach provides exclusive through and left turn lanes. The northbound left turn receives a protected phase.
- 'E Road' and TH 3 – This three-legged intersection will be stop controlled for the west approach. The west approach provides a shared left turn/right turn lane. The north approach provides exclusive through and right turn lanes and the south approach provides exclusive through and left turn lanes.

See Figure 6 for a graphical description of the proposed Future CR 28 geometry.

Figure 6. Proposed Future CR 28 Geometry



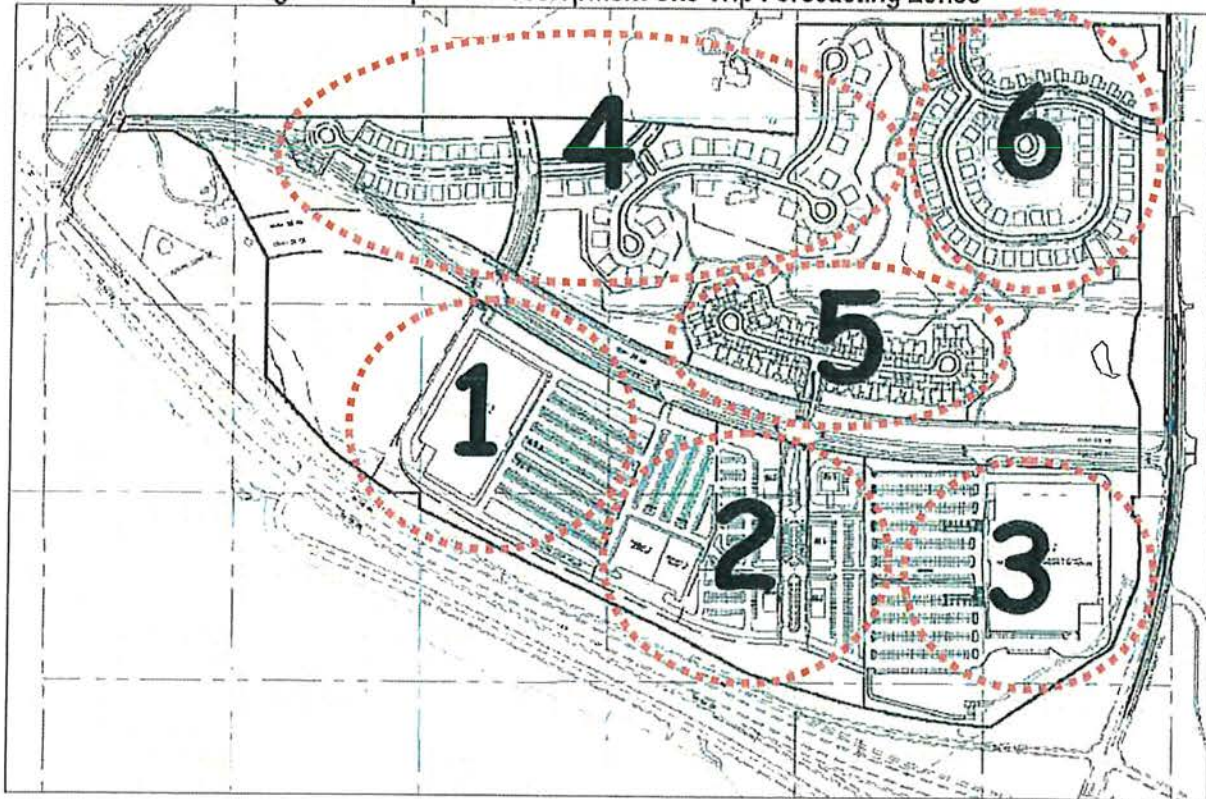
The process of analyzing future traffic impacts includes three key steps, including:

- Trip Generation
- Trip Distribution, and
- Trip Assignment.

Trip Generation

For purposes of trip generation and more accurate distribution, the proposed development site was divided into six zones as shown in Figure 7.

Figure 7. Proposed Development Site Trip Forecasting Zones



Trip generation estimates were developed for the proposed development using data presented in the Institute of Traffic Engineers' *Trip Generation, Seventh Edition, 2003*. The resultant trips are shown in Table 2.

Table 2. Weekday Trip Generation for Proposed Development

DEVELOPMENT AREAS			IGH Land Use and Trip Generation															
ZONE 1	kSF	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Local Retail	133	862	54%	46%	1.20	86	73	159	47%	53%	2.45	153	172	325	29.8	3,949	12%	
TOTAL						85	75	160				155	170	325		3,950		
ZONE 2	kSF	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Drive-In Bank	4	912	56%	44%	12.34	29	23	52	50%	50%	45.7	96	96	192	246.5	1,035	12%	
Sit-Down Restaurant	5	932	52%	48%	11.52	30	28	58	61%	39%	10.9	33	21	54	127.2	636	12%	
Sit-Down Restaurant	5	932	52%	48%	11.52	30	28	58	61%	39%	10.9	33	21	54	127.2	636	12%	
Sit-Down Restaurant	5	932	52%	48%	11.52	30	28	58	61%	39%	10.9	33	21	54	127.2	636	12%	
Misc. Shopping Center	30	820	61%	39%	1.03	19	12	31	48%	52%	3.75	54	59	113	42.9	1,288	12%	
Misc. Shopping Center	20	820	61%	39%	1.03	13	8	21	48%	52%	3.75	36	39	75	42.9	859	12%	
Misc. Shopping Center	8	820	61%	39%	1.03	5	3	8	48%	52%	3.75	14	15	29	42.9	335	12%	
Misc. Shopping Center	8	820	61%	39%	1.03	5	3	8	48%	52%	3.75	14	15	29	42.9	335	12%	
TOTAL						160	130	290				315	290	605	42.9	5,760		
ZONE 3	kSF	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Free Standing Discount Superstore	192	815	51%	49%	1.84	180	173	353	49%	51%	3.87	365	380	745	49.21	9,463	12%	
TOTAL						180	175	355				365	380	745		9,463		
ZONE 4	DU	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Single Family	49	210	25%	75%	0.75	9	28	37	63%	37%	1.01	31	18	49	9.57	469	-	
TOTAL						10	30	40				30	20	50		469		
ZONE 5	DU	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Condo/Townhome	45	230	17%	83%	0.44	3	16	19	67%	33%	0.52	16	8	24	5.86	264	-	
TOTAL						5	15	20				15	10	25		264		
ZONE 6	DU	ITE Code	AM Peak Hour (6:45 - 7:45)						PM Peak Hour (4:30 - 5:30)						Daily		Multi-use Reduction	
			Trip			Trips			Trip			Trips			Rate	Trips		
			In	Out	Rate	In	Out	Total	In	Out	Rate	In	Out	Total				
Single Family	60	210	25%	75%	0.75	11	34	45	63%	37%	1.01	38	22	60	9.57	574	-	
TOTAL						10	35	45				40	20	60		574		
DEVELOPMENT TOTAL						450	460	910				920	890	1,810		20,480		
Note: *Trip Generation Manual, Seventh Edition, Institute of Transportation Engineers. KSF- Thousand Square Feet of Gross Floor Area																		

In order to account for linked or multi-use trips, a 12% reduction factor was applied to the commercial and retail uses to adjust the trip generation numbers accordingly. Table 3 presents the trip generation after this adjustment.

Table 3. Weekday Trip Generation for Proposed Development (adjusted for Linked Trips)

DEVELOPMENT AREAS	IGH Trip Generation With Multi-Use Reduction						
	AM Peak Hour			PM Peak Hour			Daily Trips
	In	Out	Total	In	Out	Total	
ZONE 1	76	64	140	134	151	286	3,475
ZONE 2	140	115	255	275	255	530	5,070
ZONE 3	159	153	311	321	334	656	8,328
ZONE 4	9	28	37	31	18	49	469
ZONE 5	3	16	19	16	8	24	264
ZONE 6	11	34	45	38	22	60	574
DEVELOPMENT TOTAL	400	415	815	815	790	1,605	18,185

* Numbers may not add up due to rounding

Trip Types

Trips for this project can be categorized two ways, new trips and diverted trips. New trips are those for which the primary purpose is to visit the new development - in other words, going from origin to the development, and back to the origin. Diverted trips are those that are already on nearby roadways that now make a stop at one or more of the destinations in the proposed development. The trip then leaves the site continuing in the same direction they were heading prior to diverting from their primary route. Trip generation by trip type is shown in Table 4. These are the final trips that will be distributed throughout the roadway network.

Table 4. Weekday Trip Generation for Proposed Development by Type

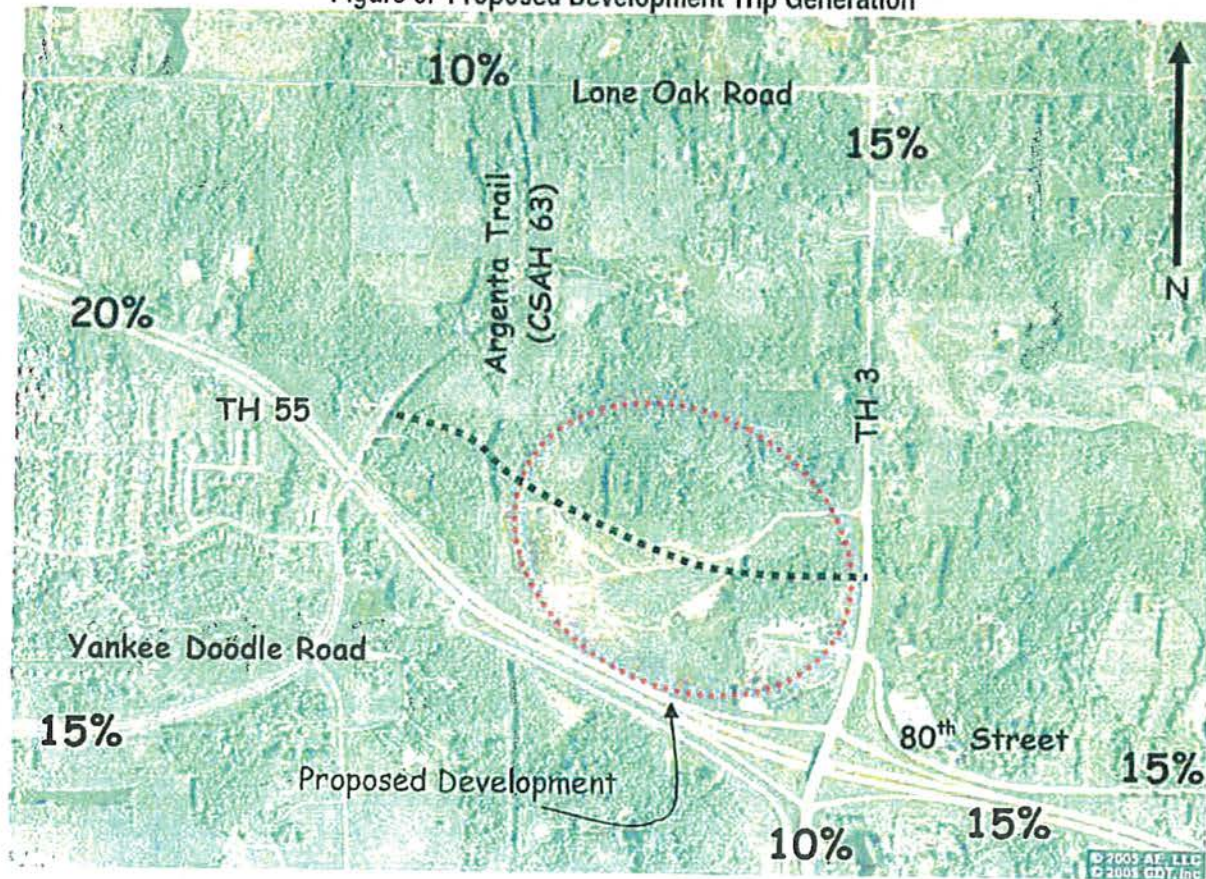
DEVELOPMENT AREAS		IGH Trip Generation - Trip Types						
		AM Peak Hour			PM Peak Hour			
		Trips			Trips			
ZONE 1	Trip %	In	Out	Total	In	Out	Total	Trips
New	80%	60	52	112	108	120	228	2,780
Diverted (TH 3)	10%	8	7	14	14	15	29	348
Diverted (TH 55)	10%	8	7	14	14	15	29	348
TOTAL		75	65	140	135	150	285	3,475
ZONE 2	Trip %	In	Out	Total	In	Out	Total	Trips
New	70%	98	81	179	193	179	371	3,549
Diverted (TH 3)	15%	21	17	38	41	38	80	761
Diverted (TH 55)	15%	21	17	38	41	38	80	761
TOTAL		140	115	255	275	255	530	5,070
ZONE 3	Trip %	In	Out	Total	In	Out	Total	Trips
New	80%	128	124	252	256	268	524	6,664
Diverted (TH 3)	10%	16	16	32	32	34	66	833
Diverted (TH 55)	10%	16	16	32	32	34	66	833
		160	155	315	320	335	655	8,330
ZONE 4	Trip %	In	Out	Total	In	Out	Total	Trips
New	100%	10	30	40	30	20	50	470
TOTAL		10	30	40	30	20	50	470
ZONE 5	Trip %	In	Out	Total	In	Out	Total	Trips
New	100%	5	15	20	15	10	25	265
TOTAL		5	15	20	15	10	25	265
ZONE 6	Trip %	In	Out	Total	In	Out	Total	Trips
New	100%	10	35	45	40	20	60	575
TOTAL		10	35	45	40	20	60	575
DEVELOPMENT TOTAL		400	415	815	815	790	1,605	18,185

* Numbers may not add up due to rounding

Trip Distribution

The next step in the traffic forecasting process is to establish distribution percentages. The origin and destination of each trip was determined based on existing traffic volumes, major roadways nearby, and the location and concentration of the population. Trip distribution percentages for the proposed development are shown in Figure 8.

Figure 8. Proposed Development Trip Generation



Trip Assignment

Trip generation estimates for the proposed development were then assigned to the local roadway network based on the previously identified trip distribution types and percentages. Development related turning movement volumes are shown in Figure 9 (a.m. peak hour) and Figure 10 (p.m. peak hour).

It is possible that some motorists currently on the roadway network in this area might use the Future CR 28 for through trips. However, because this route would likely be slower than existing roads, and the through traffic would be minimal, no shift was done for this analysis. Traffic volumes for the build scenario in the a.m. peak hour are shown in Figure 11; volumes in the p.m. peak hour are shown in Figure 12.

Daily traffic volumes shown in the trip generation by type table (Table 4) were distributed in the same manner as the peak hour trips. Figure 13 shows the estimated average daily traffic at different locations on the nearby roadway network.

[illegible]

The diagram illustrates a complex intersection with eight approaches. Each approach is represented by a table containing traffic data. The approaches are as follows:

- Approach 1 (Top Left):** TH 3 and New E Road, Development P.M. 0. Data: 159, 10, 149, 5, 20, 15.
- Approach 2 (Top Center-Left):** TH 3 and West Leg of CSAH 28, Development P.M. 0. Data: 164, 209, 45, 176, 765, 569.
- Approach 3 (Top Center-Right):** TH 3 and East Leg of CSAH 28, Development P.M. 0. Data: 544, 449, 95, 99, 0.
- Approach 4 (Top Right):** TH 3 to / from WJ, TH 55, Development P.M. 0. Data: 449, 238, 211, 109, 109, 0.
- Approach 5 (Bottom Right):** TH 3 to / from E8, TH 55, Development P.M. 0. Data: 211, 61, 150, 45, 0, 0.
- Approach 6 (Bottom Center-Right):** West SL/DQ and CSAH 28, Development P.M. 0. Data: 540, 490, 50, 522, 522, 275.
- Approach 7 (Bottom Center-Left):** East SL/DQ and CSAH 28, Development P.M. 0. Data: 164, 209, 45, 176, 765, 569.
- Approach 8 (Bottom Left):** Argentina Trail and CSAH 28, Development P.M. 0. Data: 151, 131, 30, 151, 181.

Legend:

- Approach Total:** Represented by a box with arrows pointing towards the intersection.
- Intersection Time Period:** Represented by a box with arrows pointing away from the intersection.
- Intersection Total:** Represented by a box with arrows pointing away from the intersection.

Figure 11. 2010 A.M. Peak Hour Volumes

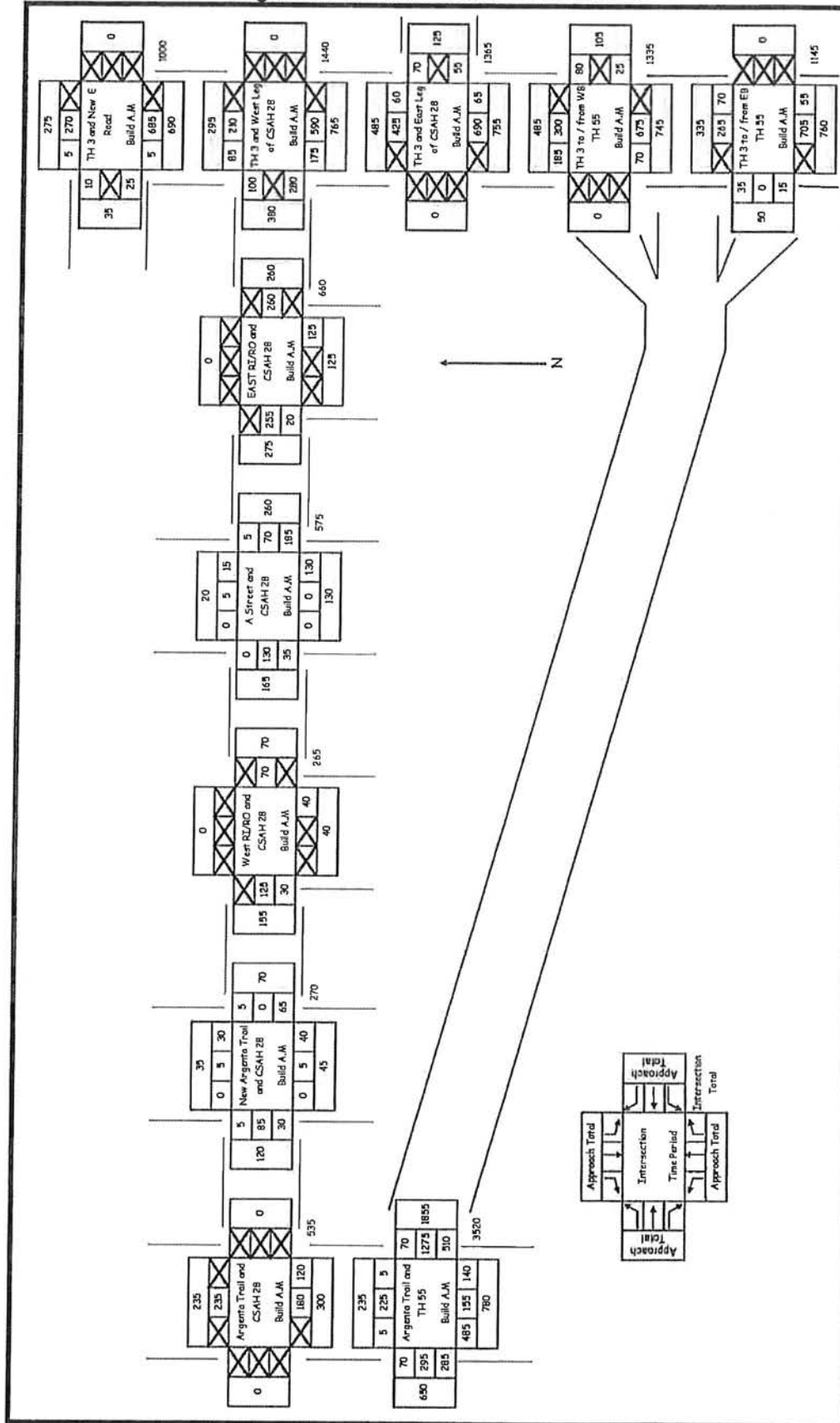


Figure 12. 2010 P.M. Peak Hour Volumes

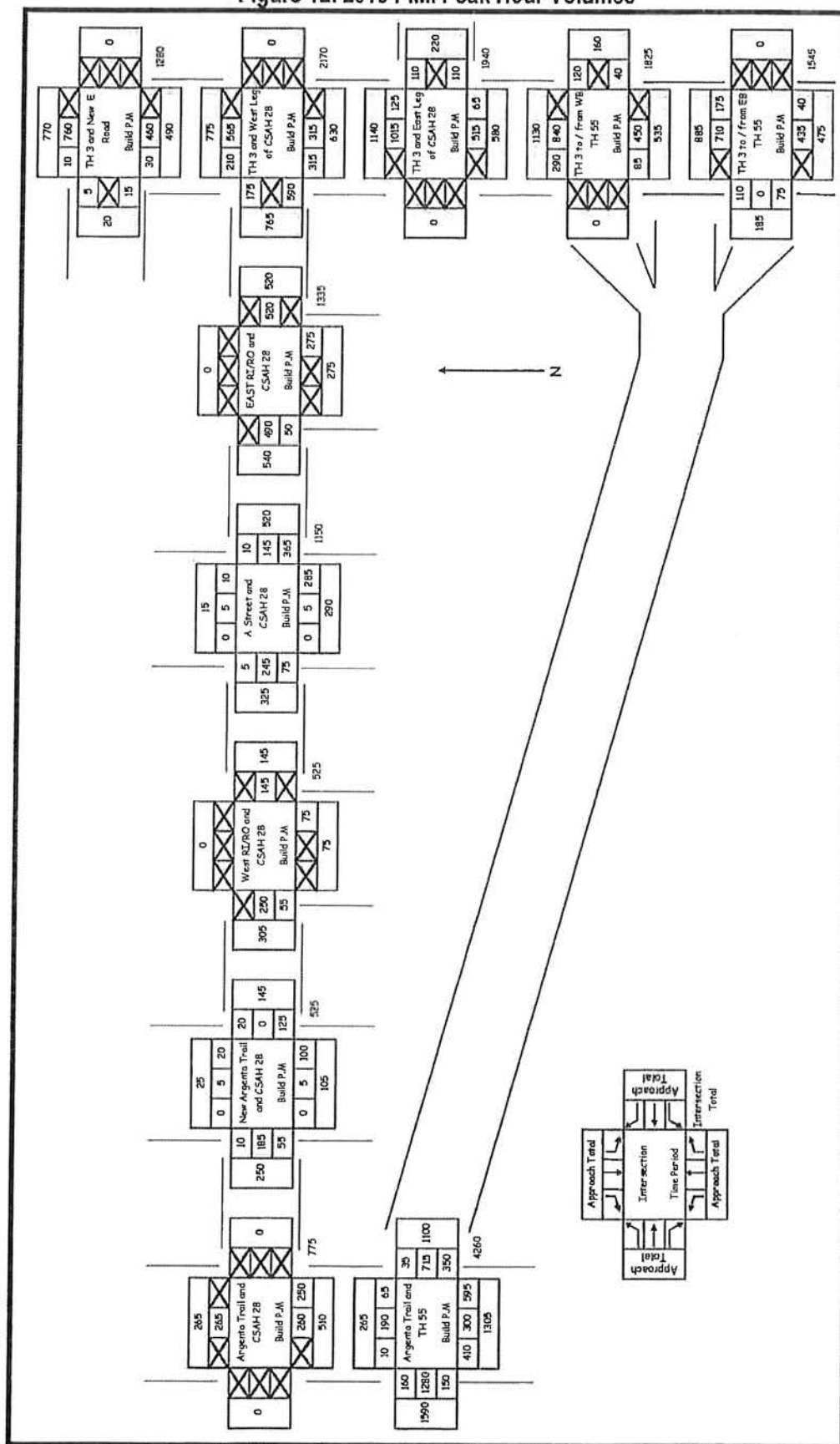
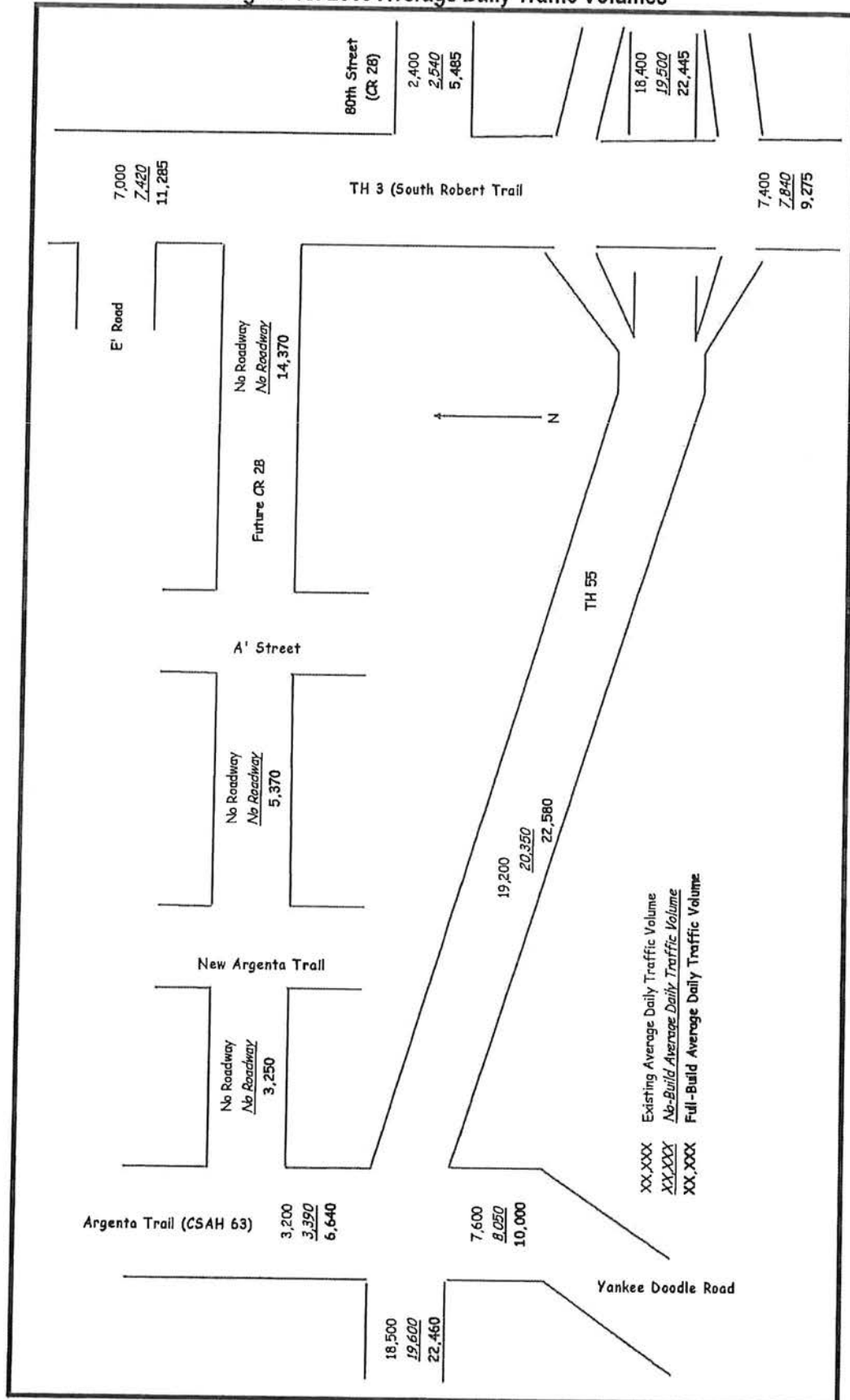


Figure 13. 2010 Average Daily Traffic Volumes



Future LOS Analysis

Analyses were performed for the roadway network including the subject intersections for both the a.m. and p.m. peak hours. Traffic control and geometry presented earlier were used in these capacity analyses.

Results of the capacity analyses for the 2010 Scenario are presented in Table 5 (a.m. peak hour) and Table 6 (p.m. peak hour).

Table 5. 2010 A.M. Peak Hour Level of Service and 95th Percentile Queue Length

BUILD CONDITIONS

Intersection		Movement	INT										
		EASTBOUND		WESTBOUND		NORTHBOUND		SOUTHBOUND					
		Left	Through	Right		Left	Through	Right		Left	Through	Right	
		F	D	C		F	E	C		F	E	C	
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)				Level of Service (LOS)			
		Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)				Control Delay per Vehicle (sec)			
		95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)				95th Percentile Queueing Length (ft.)			
		Level of Service (LOS)				Level of Service (LOS)							

* = shared lane group (left/through, left/through/right, through/right)

Table 6. 2010 P.M. Peak Hour Level of Service and 95th Percentile Queue Length

BUILD CONDITIONS

Movement

EASTBOUND

WESTBOUND

NORTHBOUND

SOUTHBOUND

INT

Intersection

Argenta Trail (CSAH 63) and TH 55

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

F F F

146 134 96

360 1540 300

F F F

>150 34 10

360 930 <50

F F F

>150 >150 >150

300 590 300

D E B

42 80 12

180 320 100

TH 3 and EB Ramps to/from TH 55

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

D A A

26 <10 <10

90* 90* 60

A A A

<10 <10 <10

60 60 60

A A A

<10 <10 <10

60 60 60

TH 3 and 80th Street (east leg)

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

D A A

34 <10 <10

60* 60* 60

A A A

<10 <10 <10

60 60 60

Argenta Trail (CSAH 63) and New CSAH 28

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

F F F

>150 >150 >150

720* 720* 720*

A A A

<10 <10 <10

70 70 70

New Argenta Trail and New CSAH 28

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

A A A

<10 <10 <10

<50 <50 <50

A A A

<10 <10 <10

<50* <50* <50*

A Street and New CSAH 28

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

A A A

<10 <10 <10

<50 <50 <50

A A A

<10 <10 <10

<50* <50* <50*

TH 3 and New CSAH 28 (west leg)

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

A A A

<10 <10 <10

<50 <50 <50

A A A

<10 <10 <10

<50* <50* <50*

TH 3 and New E Road

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

C C C

32 26 26

150 280 280

D A A

46 <10 60

170 270 <50

TH 3 and New E Road

Level of Service (LOS)

Control Delay per Vehicle (sec)

95th Percentile Queueing Length (ft.)

B A A

12 <10 <10

<50* <50* <50*

A A A

<10 <10 <10

<50* <50* <50*

* = shared lane group (left/through, left/through/right, through/right)

PM Peak Hour

* = shared line group (left/through, left/through/right, through/right)

2010 Build Analysis Results

Tables 5 and 6 identify two intersections that, without any mitigation, would operate in an unacceptable manner. One of these, TH 55 and Argenta Trail (CSAH 63) is operating at LOS F during the year 2007 p.m. peak hour (pre-development), but will see more movements failing by

2010. The intersection of the east leg of CR 28 and TH 3 also has movements that operate at LOS F during the p.m. peak hour in the build scenario.

In order to try to remedy the failing intersections, the network will be reanalyzed with improvements to some of the intersections. Also, for comparison purposes, these secondary analyses will be performed two times for each peak hour period, once with CR 28 as a two lane roadway and once as a four lane roadway. The changes to the intersection geometry and control are detailed as follows:

TH 55 and Argenta Trail (CSAH 63) – Add a second exclusive northbound and westbound left turn lane. Make all left turns protected only, and add a right turn arrow for the northbound approach that coincides with the westbound left turn cycle.

TH 3 and CR 28 – Reconfigure the east leg of 80th Street north to create a four-legged intersection at the location of the Future CR 28 (west leg). This would be a signalized intersection with each approach being served by exclusive left turn, through and right turn lanes. The north/south left turns would be protected while the east/west left turns would be protected/permissive. The old 80th Street intersection would be removed.

The results of the secondary analyses can be seen in Tables 7 (a.m. peak hour) and 8 (p.m. peak hour).

Table 7. Mitigated 2010 A.M. Peak Hour Level of Service and 95th Percentile Queue Length

BUILD CONDITIONS

AM Peak Hour - New CSAH 28 as Four-Lane Road

Movement	INT																															
EASTBOUND	Left	Through	Right	WESTBOUND	Left	Through	Right	NORTHBOUND	Left	Through	Right	SOUTHBOUND	Left	Through	Right																	
Intersection	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right																	
Argenta Trail (CSAH 63) and TH 55																																
Movement Volume	70	295	285	510	1275	70	485	155	140	5	225	5																				
Level of Service (LOS)	E	C	B	E	E	C	D	C	B	E	D	C				D																
Control Delay per Vehicle (sec)	60	34	18	70	56	34	54	24	14	62	36	28				48																
95th Percentile Queueing Length (ft.)	70	100	160	200	310	160	200	120	50	50	200	50																				
TH 3 and EB Ramps to/from TH 55																																
Movement Volume	35	0	15					705	55	70	265																					
Level of Service (LOS)	B	A	A					A	A	A	A					A																
Control Delay per Vehicle (sec)	14	<10	<10					<10	<10	<10	<10					<10																
95th Percentile Queueing Length (ft.)	<50*	<50*	<50							<50																						
TH 3 and WB Ramps to/from TH 55																																
Movement Volume				25	0	80	70	675			300	185																				
Level of Service (LOS)				B	B	B	A	A			A	A				A																
Control Delay per Vehicle (sec)				18	18	10	<10	<10			<10	<10				<10																
95th Percentile Queueing Length (ft.)				80*	80*	50	<50																									
TH 3 and 80th Street/CR 28 (4-legged)																																
Movement Volume	100	55	225	55	45	25	130	565	65	55	185	85																				
Level of Service (LOS)	C	C	A	B	C	A	C	B	A	C	B	A				B																
Control Delay per Vehicle (sec)	20	22	<10	22	26	<10	24	12	<10	24	12	<10				12																
95th Percentile Queueing Length (ft.)	110	<50	<50	60	<50	<50	140	250	<50	70	80	<50																				
Argenta Trail (CSAH 63) and Future CR 28																																
Movement Volume								180	120		235																					
Level of Service (LOS)								A	A		A					A																
Control Delay per Vehicle (sec)								<10	<10		<10					<10																
95th Percentile Queueing Length (ft.)																																
New Argenta Trail and Future CR 28																																
Movement Volume	5	85	30	65		5		5	40	30	5																					
Level of Service (LOS)	A	A	A	A		A		A	A	A	A					A																
Control Delay per Vehicle (sec)	<10	<10	<10	<10		<10		<10	<10	<10	<10					<10																
95th Percentile Queueing Length (ft.)				<50				<50*	<50*	<50*	<50*																					
A Street and Future CR 28																																
Movement Volume	0	130	35	185	70	5	0	0	130	15	5	0																				
Level of Service (LOS)	A	A	A	A	A	A	A	A	A	A	A	A				A																
Control Delay per Vehicle (sec)	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10				<10																
95th Percentile Queueing Length (ft.)	<50	<50	60	80	<50	50	<50*	<50*	60	<50*	<50*	<50*																				
TH 3 and New E Road																																
Movement Volume	10		25				5	685			270	5																				
Level of Service (LOS)	B		A				A	A			A	A				A																
Control Delay per Vehicle (sec)	12		<10				<10	<10			<10	<10				<10																
95th Percentile Queueing Length (ft.)	<50*						<50																									

Two-Lane Road

BUILD CONDITIONS													
Intersection	Movement												
	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND			INT
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	
New Argenta Trail and Future CR 28													
	Minor Stop Control												
Movement Volume	5	85	30	65		5		5	40	30	5		
Level of Service (LOS)	A	A	A	A		A		A	A	A	A		A
Control Delay per Vehicle (sec)	<10	<10	<10	<10		<10		<10	<10	<10	<10		<10
95th Percentile Queuing Length (ft.)				<50					50	<50*	<50*		
TH 3 and 80th Street/CR 28 (4-legged)													
	Traffic Signal Control												
Movement Volume	100	55	225	55	45	25	130	565	65	55	185	85	
Level of Service (LOS)	B	C	A	B	C	A	C	B	A	C	B	A	B
Control Delay per Vehicle (sec)	18	22	<10	18	26	<10	22	12	<10	26	12	<10	12
95th Percentile Queuing Length (ft.)	80	50	<50	60	70	<50	120	250	120	70	80	<50	
A Street and Future CR 28													
	Four-Way Stop Control												
Movement Volume	0	130	35	185	70	5	0	0	130	15	5	0	
Level of Service (LOS)	A	A	A	A	A	A	A	A	A	A	A	A	A
Control Delay per Vehicle (sec)	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
95th Percentile Queuing Length (ft.)	70	70	50	80	50*	50*	<50*	<50*	60	<50*	<50*	<50*	

* = shared lane group (left/through, left/through/right, through/right)

Table 8. Mitigated 2010 P.M. Peak Hour Level of Service and 95th Percentile Queue Length

BUILD CONDITIONS				Movement												INT
Intersection	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND			INT			
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right				
Argenta Trail (CSAH 63) and TH 55																
Traffic Signal Control																
Movement Volume	160	1280	150	350	715	35	410	300	595	65	190	10				
Level of Service (LOS)	E	F	D	E	C	B	F	D	D	E	C	A	F			
Control Delay per Vehicle (sec)	68	86	48	56	30	12	100	38	38	56	32	<10	136			
95th Percentile Queuing Length (ft.)	270	1060	330	170	190	<50	150	180	230	110	160	<50				
TH 3 and EB Ramps to/from TH 55																
Minor Stop Control																
Movement Volume	110	0	75					435	40	175	710					
Level of Service (LOS)	C	A	A					A	A	A	A		A			
Control Delay per Vehicle (sec)	34	<10	<10					<10	<10	<10	<10		<10			
95th Percentile Queuing Length (ft.)	120*	120*	60							<50						
TH 3 and WB Ramps to/from TH 55																
Minor Stop Control																
Movement Volume				40	0	120	85	450			840	290				
Level of Service (LOS)				C	A	A	A	A			A	A	A			
Control Delay per Vehicle (sec)				34	<10	<10	<10	<10			<10	<10	<10			
95th Percentile Queuing Length (ft.)				50*	50*	60	70									
TH 3 and 80th Street/CR 28 (4-legged)																
Traffic Signal Control																
Movement Volume	175	95	495	110	100	10	215	305	65	30	535	210				
Level of Service (LOS)	C	C	A	D	C	B	C	B	A	B	C	A	B			
Control Delay per Vehicle (sec)	26	26	<10	38	34	<10	22	12	<10	12	24	<10	18			
95th Percentile Queuing Length (ft.)	140	90	240	120	60	<50	110	140	<50	20	290	90				
Argenta Trail (CSAH 63) and Future CR 28																
Minor Stop Control																
Movement Volume								260	250		265					
Level of Service (LOS)								A	A		A		A			
Control Delay per Vehicle (sec)								<10	<10		<10		<10			
95th Percentile Queuing Length (ft.)																
New Argenta Trail and Future CR 28																
Minor Stop Control																
Movement Volume	10	185	55	125		20		5	100	20	5					
Level of Service (LOS)	A	A	A	A		A		A	A	A	A		A			
Control Delay per Vehicle (sec)	<10	<10	<10	<10		<10		<10	<10	<10	<10		<10			
95th Percentile Queuing Length (ft.)				60				50*	50*	<50*	<50*					
A Street and Future CR 28																
Four-Way Stop Control																
Movement Volume	5	245	75	365	145	10	0	5	285	10	5	0				
Level of Service (LOS)	A	A	A	A	A	A	A	A	A	A	A	A	A			
Control Delay per Vehicle (sec)	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10			
95th Percentile Queuing Length (ft.)	<50	60	60	110	50	<50	<50*	<50*	90	<50*	<50*	<50*				
TH 3 and New E Road																
Minor Stop Control																
Movement Volume	5		15				30	460			760	10				
Level of Service (LOS)	B		A				A	A			A	A	A			
Control Delay per Vehicle (sec)	12		<10				<10	<10			<10	<10	<10			
95th Percentile Queuing Length (ft.)	<50*						<50									

PM Peak Hour - New CSAH 28 as Four-Lane Road

BUILD CONDITIONS				Movement												INT
Intersection	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND			INT			
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right				
New Argenta Trail and Future CR 28																
Minor Stop Control																
Movement Volume	10	185	55	125		20		5	100	20	5					
Level of Service (LOS)	A	A	A	A		A		A	A	A	A		A			
Control Delay per Vehicle (sec)	<10	<10	<10	<10		<10		<10	<10	<10	<10		<10			
95th Percentile Queuing Length (ft.)				<50					50	<50*	<50*					
TH 3 and 80th Street/CR 28 (4-legged)																
Traffic Signal Control																
Movement Volume	175	95	495	110	100	10	215	305	65	30	535	210				
Level of Service (LOS)	C	C	A	C	C	B	D	B	A	D	C	A	C			
Control Delay per Vehicle (sec)	24	28	<10	34	34	10	40	12	<10	46	32	<10	22			
95th Percentile Queuing Length (ft.)	160	110	210	110	110	<50	190	180	<50	50	490	270				
A Street and Future CR 28																
Four-Way Stop Control																
Movement Volume	5	245	75	365	145	10	0	5	285	10	5	0				
Level of Service (LOS)	B	B	A	A	A	B	A	A	A	A	A	A	A			
Control Delay per Vehicle (sec)	12	12	<10	<10	<10	12	<10	<10	<10	<10	<10	<10	<10			
95th Percentile Queuing Length (ft.)	110*	110*	50	110	70*	70*	<50*	<50*	100	<50*	<50*	<50*				

Two-Lane Road

* = shared lane group (left/through, left/through/right, through/right)

Even after mitigation attempts for the Argenta Trail (CSAH 63) and TH 55 intersection, it still operates at LOS F during the p.m. peak hour. However, the overall delay is the same or even better for some of the approaches than in the existing 2007 conditions. As plans show that this intersection will become a grade separated interchange in the not so distant future, complete reconstruction and/or expansion in order to make it better than existing conditions may not be a

practical use of resources. It is possible that development in the area may even influence earlier construction of the interchange, providing a remedy for a currently failing intersection. The minor approaches of this intersection were recently upgraded, and it presently uses a temporary traffic signal with wood poles and signal heads on span wire.

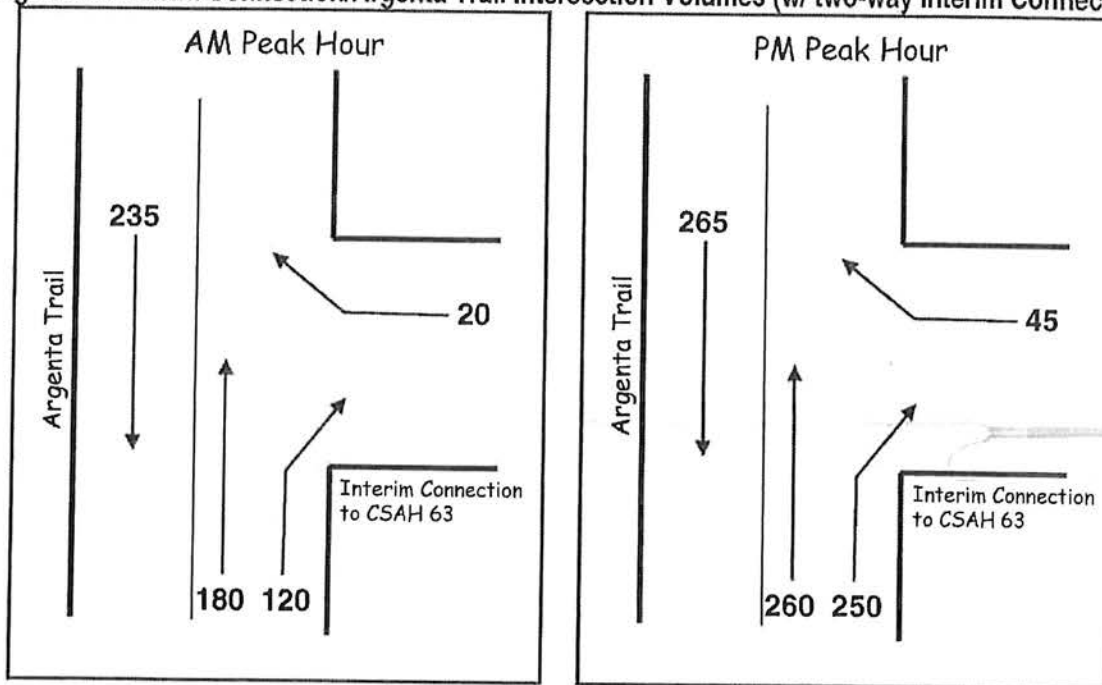
Future CR 28, two-lane v. four-lane and one-way v. two-way.

The analyses of the two-lane/four-lane comparison for the new segment of CR 28 showed an insignificant difference between the two configurations. The intersection of

When trips are distributed with the westernmost portion of the Future CR 28 operating as a two-way road, turning movement volumes show some change in the intersections along the Future CR 28. The primary impact is the reduction of eastbound left turns at the Future CR 28 intersection with TH 3. However, analysis indicates that intersection operates in an acceptable manner with the worst case scenario (one-way CR 28 segment), so presenting analysis results with fewer vehicles in the intersection would simply show a more acceptable operation.

With the segment of Future CR 28 as a two-way road, the intersection of Future CR 28 and Argenta Trail would provide a westbound right turn only onto northbound Argenta Trail (CSAH 63). In addition, in order to restrict drivers from making illegal left turns onto SB Argenta Trail (CSAH 63), a center median will be built for a period prior to and after the intersection, and signage will be installed informing motorists that only right turns are permitted. The expected volumes at this intersection with redistribution are shown in Figure 14.

Figure 14. Interim Connection/Argenta Trail Intersection Volumes (w/ two-way Interim Connection)



There has been discussion concerning the prospect that motorists would turn right from westbound Future CR 28 to northbound Argenta Trail (CSAH 63) with the intention of u-turning in order to get to the TH 55/Argenta Trail (CSAH 63) intersection. Although this may be impossible to eliminate in the situation where a motorist is determined to do so, there are several actions that can

be taken in order to inform motorists and make it a less desirable maneuver. The construction of a right in/right out intersection would include a raised median extending for a distance both north and south of the intersection. The roadway could be constricted at the locations where the median ends in order to eliminate the ease of making a u-turn. Signing will be an important element of the proper operation of this intersection. Signs regarding this intersection might include 'NO U-TURN' signs at both ends of the raised median on Argenta Trail (CSAH 63), and two signs on Future CR 28 prior to the intersection – 'NO ACCESS TO TH 55' and 'RT ONLY'. Of course one important accessory to installing signs at this location would be occasional enforcement of the proper operation of this intersection.

There is some concern over the sight distance for vehicles entering the Future CR 28 from the south at New Argenta Trail on the west edge of the proposed development. Sight triangle analysis has been performed for 45 miles per hour using both the AASHTO Intersection Control method and Mn/DOT's Figure 5-2.02G. A sight distance of 595 and 600 feet is required from the left for the two methods. Because a portion of the sight line falls outside of Future CR 28 right-of-way, this area will be restricted in terms of landscaping and grading in order to maintain an unobstructed sight distance. A permanent easement could be created in order to preserve this area. Details for the design of this roadway including sight distance triangles are shown in the site and roadway plans.

TH 3 and CR 28 Intersection

Trunk Highway 3 and CR 28 operate in an acceptable manner when the offset intersection is replaced with a four-legged intersection. This mitigation measure is also more compliant with Dakota County and Mn/DOT's access guidelines. However, further investigation into the configuration and traffic control of this intersection will be determined using an Intersection Control Evaluation (ICE), the results of which are presented in a separate ICE document.

2010 FORECAST FOR ZONE 3 DEVELOPMENT ONLY

Further analysis has been performed to determine the impacts to the intersections of TH 3 and 80th Street and TH3 and Future CR 28 if Zone 3 was to be developed prior to the remainder of the proposed development.

The methodology and traffic forecasting process was performed in the same manner as it was for the 2010 Build conditions. Trip generation for Zone 3 only is shown in Table 9. The difference from Table 4 is there is no 12% reduction for multi use trips.

Table 9. Weekday Trip Generation for Proposed Development by Type

DEVELOPMENT AREAS		IGH <u>Zone 3</u> Trip Generation - Trip Types						
		AM Peak Hour			PM Peak Hour			
		Trips			Trips			
ZONE 3	Trip %	In	Out	Total	In	Out	Total	Trips
New	80%	144	140	284	292	304	596	7,572
Diverted (TH 3)	10%	18	18	36	37	38	75	947
Diverted (TH 55)	10%	18	18	36	37	38	75	947
DEVELOPMENT TOTAL		180	175	355	365	380	745	9,465

Note:

Trip Generation Manual, Seventh Edition, Institute of Transportation Engineers.

KSF- Thousand Square Feet of Gross Floor Area

Numbers may not add up due to rounding

Trips generated by Zone 3 were then distributed in the same manner as for the entire development. Figure 15 shows the development related turning movement volumes for Zone 3 only for the two intersections on TH 3.

Figure 15. Peak Hour Zone 3 Only Turning Movement Volumes

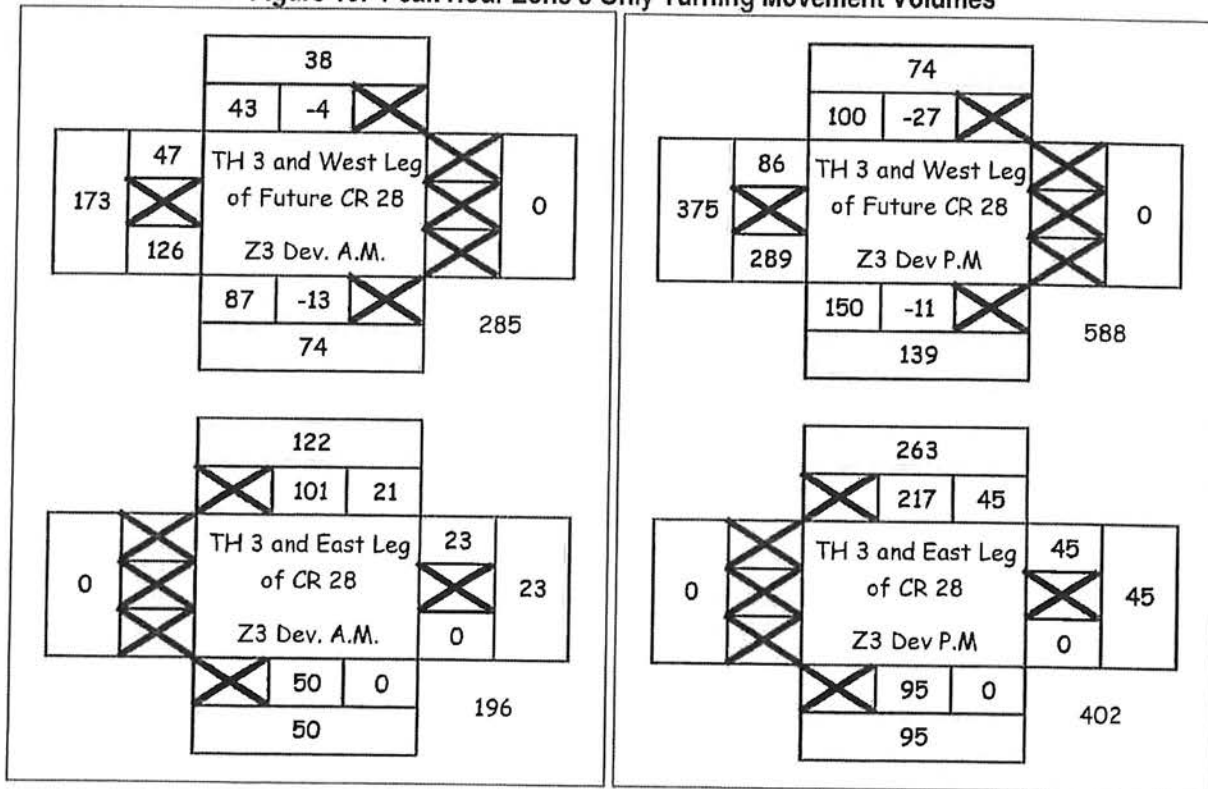
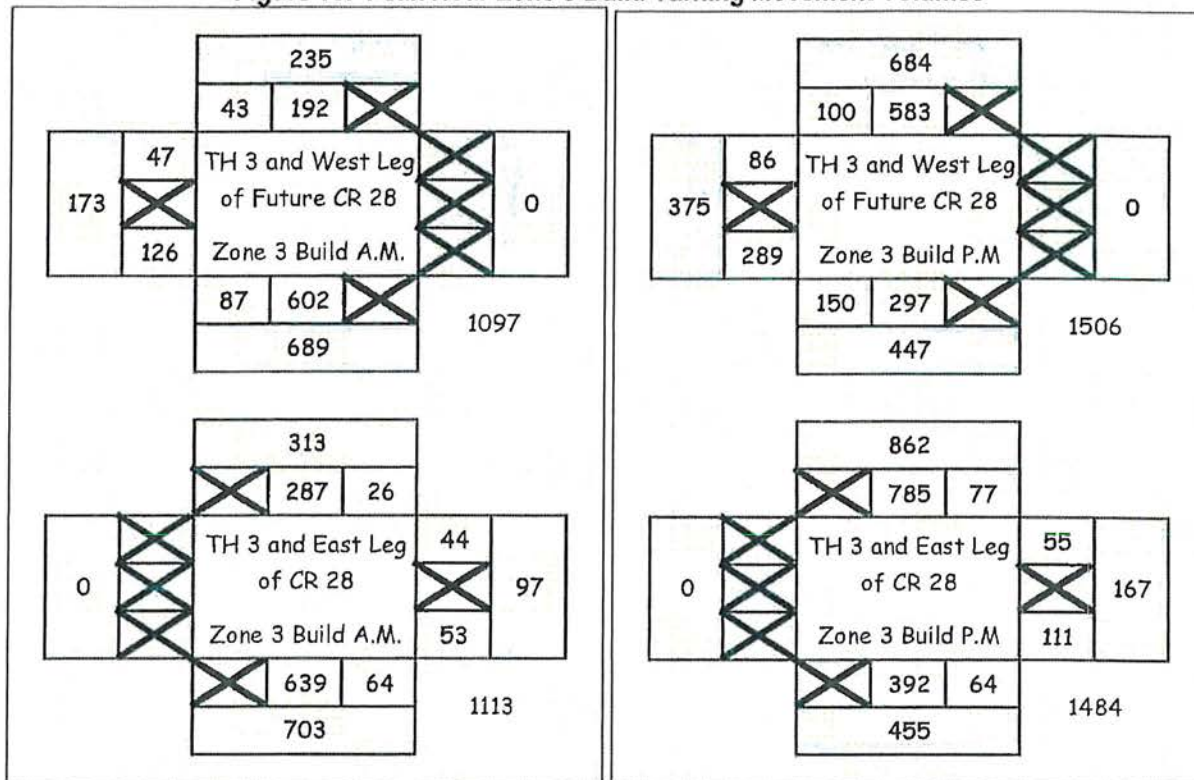


Figure 16 shows the peak hour turning movement volumes when the development trips for Zone 3 are added to the no-build volumes.

Figure 16. Peak Hour Zone 3 Build Turning Movement Volumes



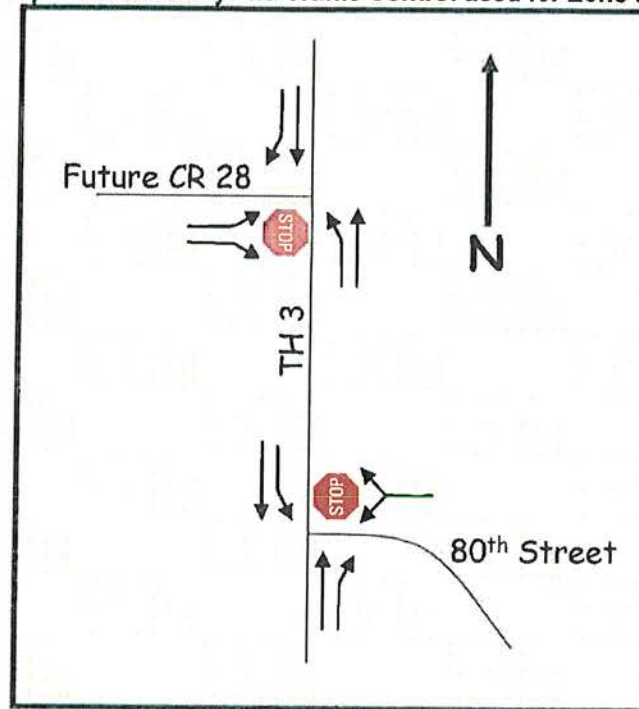
Analysis was performed for the two intersections during the two peak hours. Both intersections were analyzed with minor approach stop control and existing roadway geometry. Future CR 28 was modeled with exclusive left and right turn lanes, and exclusive turn lane on TH 3. Proposed geometry and traffic control are shown in Figure 17, and the results of the analyses are shown in Table 10.

Table 10. 2010 Zone 3 Build Peak Hour Level of Service and 95th Percentile Queue Length

BUILD CONDITIONS - ZONE 3 ONLY											
Movement											
Intersection											
EASTBOUND WESTBOUND NORTHBOUND SOUTHBOUND INT											
Left Through Right Left Through Right Left Through Right Left Through Right											
AM Peak Hour	TH 3 and Future CR 28 (west leg) Minor Stop Control										
	Movement Volume	100	280				175	590		210	85
	Level of Service (LOS)	B	A				A	A		A	A
	Control Delay per Vehicle (sec)	18	<10				<10	<10		<10	<10
	95th Percentile Queueing Length (ft.)	80	50				<50				
	TH 3 and 80th Street (east leg) Minor Stop Control										
PM Peak Hour	Movement Volume			55	70		690	65	60	425	
	Level of Service (LOS)			C	A		A	A	A	A	A
	Control Delay per Vehicle (sec)			16	<10		<10	<10	<10	<10	<10
	95th Percentile Queueing Length (ft.)			60*	60*				<50		
	TH 3 and Future CR 28 (west leg) Minor Stop Control										
	Movement Volume	175	590				315	315		565	210
PM Peak Hour	Level of Service (LOS)	E	C				B	A		A	A
	Control Delay per Vehicle (sec)	48	18				<10	<10		<10	<10
	95th Percentile Queueing Length (ft.)	110	170				110	<50		<50	<50
	TH 3 and 80th Street (east leg) Minor Stop Control										
	Movement Volume			110	110		515	65	125	1015	
	Level of Service (LOS)			E	D		A	A	A	A	A
PM Peak Hour	Control Delay per Vehicle (sec)			36	28		<10	<10	<10	<10	<10
	95th Percentile Queueing Length (ft.)			160*	160*				<50		

* = shared lane group (left/through, left/through/right, through/right)

Figure 17. Proposed Geometry and Traffic Control used for Zone 3 Only Analysis



Analyses Results indicate that offset three-legged intersections could function in an acceptable manner to support the development of Zone 3. The left turn movements perform at LOS E during the p.m. peak hour, although the average delays are 48 seconds at the west leg, Future CR 28, and 36 seconds at the east leg, 80th Street. The LOS E threshold is lower for unsignalized intersections, as drivers tend to expect less delay at stop signs compared to traffic signals. Additionally, 95th percentile queue lengths for these movements are all less than 200 feet. All other movements operate at LOS D or better during both peak hour periods.

When trips generated by either of the other commercial zones, Zones 1 or 2, are added to the roadway network, the offset three-legged intersections will fail, and mitigation will be required for the TH 3/Future CR 28/80th Street intersection to handle the increase in traffic.

SUMMARY

This technical memorandum evaluated the traffic impact of the proposed Argenta Hills development in the city of Inver Grove Heights. The proposed development contains both low and mid-density dwelling units, and various types of retail and commercial uses. The analysis consisted of an evaluation of existing traffic operations and year 2010 traffic operations at intersections along TH 55, TH 3 and a new segment of CR 28 which will be constructed in conjunction with the project.

Based on the information and analyses presented in this memo, the following conclusions were made:

- The proposed development is expected to generate a gross total of 910 trips in the a.m. peak hour and 1,810 trips during the p.m. peak hour.
- There is no significant difference in the operation of the new segment of CR 28 whether it is a two-lane or four-lane roadway.
- If the interim segment of Future CR 28 is built as a two-way roadway, expected westbound right turn volumes onto northbound Argenta Trail (CSAH 63) are 20 trips during the a.m. peak hour and 45 trips during the p.m. peak hour.
- The intersection of TH 55 and Argenta Trail (CSAH 63) currently operates in a less than desirable manner. A few mitigation measures for the 2010 conditions would keep it operating at or better than present day conditions. These include second left turn lane for the northbound and westbound approaches, adding a right turn arrow for the northbound approach and changing the phasing and timing of the temporary signal that is present today. This intersection is planned to be replaced with a grade separated interchange in as few as five years, so further expansion may be an improper use of resources and would result in greater traffic control problems during the construction period, only to be destroyed shortly thereafter.
- The intersection of TH 3 and CR 28 (80th Street) does not function well under 2010 conditions as two offset three-legged intersections. The signalized west leg (farther north intersection) performs well, but the east leg has major operational issues. As a four-legged intersection there is need only for single turn lanes, and all movements are expected to operate at LOS D or better during the peak hours.

In addition to better operation, creating a four-legged intersection at this location, 1,120 feet north of the TH3/WB ramps intersection, would better comply with the access guidelines published by Dakota County and the Minnesota Department of Transportation. An Intersection Control Evaluation (ICE) has been completed for the CR 28 and TH 3 intersection, the results of which can be found in a separate document.

- The offset three-legged intersections of TH 3 with Future CR 28 and 80th Street were analyzed under 2010 Build conditions with only the development of the Free Standing Discount Superstore in Zone 3. The analyses indicated that the intersections will operate in an acceptable manner during both the a.m. and p.m. peak hours. The minor approach left turns do function at LOS E during the p.m. peak hour. However, the average delays are only 48 seconds for the eastbound to northbound movement, and 36 seconds for the westbound to southbound movement. 95th percentile queue lengths are also manageable with no movement being greater than 160 feet.

To: IGH Investment, LLC
c/o Ivy Properties, LLC
ATTN: Steven Dunbar

From: Matt Pacyna, PE, Senior Associate
Sandra Polakowski, Engineer

Date: January 25, 2017

Subject: Argenta Hills Trip Generation Review, Inver Grove Heights, MN

Introduction

SRF has completed a trip generation review related to the proposed land use change within the Argenta Hills Master Development in Inver Grove Heights, MN. In 2008, MGT Development, INC. completed a traffic study for the Argenta Hills development. This study included analysis of six forecasting zones within the project area. Zones 1 through 3 were designated for commercial and retail use, while zones 4 through 6 were assigned to various residential facilities. Since the study's completion, the residential portions of the development and some of the commercial and retail land has been constructed. However, the subject area has not been developed and an alternative land use is now proposed. Therefore, the purpose of this review is to understand how the proposed land use differs from previous assumptions and if any further analysis should be conducted.

Land Use Change

The original Argenta Hills Master Development considered 50,000 square feet of general shopping center and 133,000 square feet of retail store space in an area of the development that is now planned for approximately 400 apartment units, developed over two phases. A comparison between the previous and newly proposed land designations is shown in Table 1 and illustrated in Figure 1.

Table 1 Land Use Descriptions

2008 Traffic Study	Current Proposal
Free Standing Discount Superstore (133,000 SF)	Phase 1 - Apartment (250 units)
Shopping Center (50,000 SF)	Phase 2 - Apartment (150 units)

Traffic Generation Comparison

To understand potential traffic impacts associated with the proposed change in land use, a trip generation comparison was completed. The trip generation estimates were based on a combination of the *ITE Trip Generation Manual - 9th Edition (ITE Manual)* and engineering judgement. The following information summarizes the results of the comparison which is shown in Table 2.



H:\Projects\10000\10293\TS\Figures\Fig01_Site Plan Comparison.cdr

- 1) The original traffic study included 133,000 square feet of retail store space that was estimated to generate approximately 140 a.m. peak hour, 286 p.m. peak hour, and 3,475 daily trips. This estimate was based on the ITE Manual's Home Improvement Superstore land use code 862 and included a 12 percent reduction to account for linked or multi-use trips.
- 2) The original traffic study included 50,000 square feet of shopping centers space that was estimated to generate approximately 54 a.m. peak hour, 165 p.m. peak hour, and 1,889 daily. This estimate was also based on ITE Manual's Shopping Center land use code 820 and included a 12 percent reduction to account for linked or multi-use trips.
- 3) Phase 1 (250 units) of the proposed apartment complex is estimated to generate approximately 128 a.m. peak hour, 155 p.m. peak hour and 1,663 daily trips.
- 4) Phase 2 (150 units) of the proposed apartment complex is estimated to generate approximately 76 a.m. peak hour, 93 p.m. peak hour and 997 daily trips.
- 5) The combination of Phase 1 and Phase 2 of the proposed apartment complex is estimated to generate approximately 204 a.m. peak hour, 248 p.m. peak hour and 2,660 daily trips.
- 6) Comparing the trip generation from the original and proposed land uses, the proposed apartment complex is expected to generate nine (9) more a.m. peak hour, 204 less p.m. peak hour, and 2,704 less daily trips than the previous land use. Although the in/out travel patterns are expect to differ, the change would not result in a significant increase in proposed traffic volumes during any period compared to previous land use assumptions.

Table 2 Trip Generation Comparison

Land Use Type (ITE Code)	Size	AM Peak Hour Trips		PM Peak Hour Trips		Daily Trips
		In	Out	In	Out	
Previously Proposed Land Use						
Local Retail Store (862)	133,000 SF	76	64	135	151	3,475
Shopping Center (820)	50,000 SF	28	26	79	86	1,889
Total Trips for Previous Proposal	183,000 SF	104	91	214	238	5,364
Current Proposed Land Use						
Phase 1 - Apartment (220)	250 units	26	102	101	54	1,663
Phase 2 - Apartment (220)	150 units	15	61	60	33	997
Total Trips for Current Proposal	400 units	41	163	161	87	2,660
Trip Generation Change		(-63)	+72	(-53)	(-151)	(-2,704)

Conclusion

Given that the proposed apartment complex is expected to generate similar or less peak hour and daily trips compared to the previous land use assumptions, the previous traffic study recommendations remain valid and no further analysis is recommended.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Community Development Block Grant Application – Fiscal Year 2018

Meeting Date: January 8, 2018
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the adoption of the attached Resolution Approving the Application for Fiscal Year 2018 Dakota County Community Development Block Grant Funding.

BACKGROUND

The Community Development Block Grant (CDBG) is a Federal program which benefits low and moderate income individuals and neighborhoods. The City annually makes application for these funds through the Dakota County Community Development Agency (CDA). The level of 2018 CDBG funding is expected to be about \$138,000.

ANALYSIS

Last year, the City Council increased the allocation of its CDBG funds for the Housing Rehabilitation Program to 66%. There continues to be a strong need for the Housing Rehabilitation funds, as there is a waiting list of 11 homeowners. The program has provided assistance to about 91 homeowners in the last ten years. A description of the program and income requirements can be found in the attachment. The City could allocate \$90,000 to the Housing Rehabilitation Program.

As with last year's application, the City could allocate the remaining funds to the Comprehensive Plan Update and American Disability Act (ADA) construction.

Comprehensive Plan Update- A portion of the Community Development Block Grant can be used for planning, such as the mandated comprehensive plan update. The comprehensive plan update will cost approximately \$140,000. The use of the CDBG funds for this activity would not have to meet low or moderate income requirements or require any City matching funds. Staff recommends \$24,000 to this activity.

American Disabilities Act (ADA) Construction – Additional CDBG funds could be allocated to the construction of ADA improvements, such as sidewalks, ramps, and pedestrian crossings at city streets. Federal law requires the City to make these improvements. The City has allocated about \$25,000 of its funds to this activity for each of the last two years. Past funding has come from the General Fund, Pavement Management and/or Municipal State Aid. The disabled population is, by federal definition, a low and moderate income population. Staff recommends \$24,000 to this activity.

RECOMMENDATION

Staff recommends adoption of the attached Resolution Approving the Application for Fiscal Year 2018 Dakota County Community Development Block Grant Funding with the following allocation:

- Housing Rehabilitation Program - \$90,000 (66%)
- Comprehensive Plan Update - \$24,000 (17%)
- American Disabilities Act (ADA) Construction - \$24,000 (17%)

Enc: Resolution Approving Application for Fiscal Year 2018 Dakota County CDBG Funding
Housing Rehabilitation Program Information

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION OF THE CITY OF INVER GROVE
HEIGHTS FOR FISCAL YEAR 2018 DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING**

WHEREAS, the City of Inver Grove Heights is a participating jurisdiction with the Dakota County CDBG Entitlement Program for Fiscal Year 2018 (ending June 30, 2019); and

WHEREAS, the Dakota County Community Development Agency (CDA) is the a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested FY18 CDBG applications to be submitted by January 19, 2018, based on an allocation of funds approved in the Annual Action Plan.

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

1. The FY18 CDBG application is approved for submission to the Dakota County CDA.
2. The City Administrator for the City of Inver Grove Heights is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Adopted by the City Council of Inver Grove Heights on this _____ day of _____, 2018.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

Home Improvement Loan Program

The Home Improvement Loan Program assists low- and moderate-income homeowners with making repairs and improvements to their homes.

Home Improvement Loans are commonly used for:

- Roof replacement
- Furnace replacement
- Electrical and plumbing repairs
- Insulation
- Improvements for special needs, such as ramps, bathroom or kitchen modifications

Home Improvement Loans feature:

- Zero percent interest
- No monthly payments
- Repayable when ownership changes or you move from the property. You may be required to repay the loan if you refinance your home or take out a home equity loan.
- \$15,000 loan minimum; \$25,000 loan limit

Income Limits

Household Size	Income Limit
1	\$47,600
2	\$54,400

3	\$61,200
4	\$68,000
5	\$73,450
6	\$78,900
7	\$84,350
8+	\$89,800

Income limits are as of April 2017 and are subject to change.

 Do I qualify?

 How do I apply?

Do you have questions about Home Improvement Loans? Contact the Housing Rehab Coordinator at 651-675-4400.

Housing Resources

- ▶ Senior Housing
- ▶ Workforce Housing
- ▶ Scattered Site Public Housing
- ▶ Colleen Loney Manor
- ▶ Youth Supportive Housing
- ▶ Rental Assistance

► Accessible Housing

Homeownership

Homeownership

First Time Homebuyer Program

Homebuyer Education

Mortgage Foreclosure Program

Home Improvement Loan Program

Weatherization & Energy Efficiency Programs

Other Programs & Resources

[« Back to Housing Resources](#)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Official Depositories for 2018

Meeting Date: January 8, 2018
Item Type: Regular
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

Approve official depositories for 2018.

SUMMARY

City Council annually designated banks, brokers and dealers which will be used during the calendar year.

The following institutions have been designated in the past and the City has been satisfied with their services: Bremer Bank, N.A.; Wells Fargo Bank, N.A.; RBC Capital Markets, LLC; Wells Fargo Securities LLC; Morgan Stanley Smith Barney LLC; and Stifel Nicolaus & Co., Inc.

I recommend that the Council approve the official depositories listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appoint Acting Mayor for 2018

Meeting Date: January 8, 2018
 Item Type: Regular
 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 appointing a Councilmember to serve as Acting Mayor for 2018.

SUMMARY:

A number of years ago Council began the practice of rotating service as Acting Mayor beginning with the most senior councilmember. The Acting Mayor presides over Council meetings at which the Mayor is absent. Council should designate a councilmember to serve in that capacity for the entire year.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2018 BOARD APPOINTMENTS – DAKOTA COMMUNICATIONS CENTER

Meeting Date: January 8, 2018
 Item Type: Regular
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 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:

Appoint Director and Alternate Director to the Dakota Communications Center Board of Directors for two year terms.

SUMMARY:

In accordance with DCC by-laws, Directors and Alternate Directors are appointed for two year terms. Inver Grove Heights is required to appoint a named elected official to serve as a Director and to designate another named elected official to serve as an Alternate.

The current Director for the City is Mayor Tourville and the current Alternate Director is Councilmember Piekarski Krech. Quarterly board meetings are held on the third Thursday of the designated month at 8:00 am in the DCC Training Room.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

NORTHERN DAKOTA COUNTY CABLE COMMUNICATIONS COMMISSION

Meeting Date: January 8, 2018
Item Type: Regular
Contact: 651-450-2513
Prepared by: Michelle Tesser
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:

Appoint representatives to the Northern Dakota County Cable Communications Commission (NDC4) for a two year term, running January 2017 through January 2019.

SUMMARY:

Per our Amended Joint Powers Agreement, each member city appoints two representatives to NDC4. One of these representatives must be a council member, and the other can be any qualified voter residing within the City.

Mayor Tourville is the current council representative and Mr. Richard Jackson is the current citizen representative.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appoint Deputy Weed Inspector for 2018

Meeting Date: January 8, 2018
 Item Type: Regular
 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:

Appoint City Employee Brian Swoboda to serve as Deputy Weed Inspector for 2018.

SUMMARY:

Pursuant to State Statutes the Mayor retains the official title of Weed Inspector and may appoint a Deputy Weed Inspector for enforcement purposes. The past Deputy Weed Inspector appointment has been city employee, Brian Swoboda. Staff recommends the same designated staff person for 2018.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
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
ΔALSO ADMITTED IN ARIZONA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: January 3, 2018
RE: First Reading of Ordinance Amending City Code Section 4-1-6(I) relating to the Distances between an Off-sale Intoxicating Liquor Facility and a School or Church; January 8, 2018 Council Meeting

Section 1. Background. IGH City Code Section 4-1-6(I) dealing with liquor licenses requires that a 500 foot distance exist between an on-sale intoxicating liquor facility and a church parcel or school parcel. The distance is measured between the nearest property line of the parcel on which the on-sale intoxicating liquor facility is located and the nearest property line of the school parcel or church parcel. The distance is measured between parcel property lines rather than the distance between buildings.

This requirement is generally easy to administer when the on-sale establishment is a freestanding building on a lot containing only the on-sale intoxicating liquor facility.

When the on-sale establishment is part of a strip shopping center or a small part of a much larger lot with multiple buildings and multiple uses, there is some uncertainty in how the requirement should be applied. This is particularly true when there is shared parking because the definition of parcel includes all parking areas used in conjunction with the on-sale establishment.

An instance of this type has arisen with respect to Village Square Shopping Center and its juxtaposition to the parcel containing Hilltop Elementary School. The school parcel is about 12.21 acres. The Village Square Shopping Center parcel is about 9.92 acres and touches the Hilltop Elementary School parcel. The Village Square Shopping Center parcel contains multiple uses and multiple buildings and generally has shared parking for the multiple buildings.

In the building that contains Aldi Foods, there is an open space available for lease and a possible tenant has expressed an interest in leasing the open leased space for an off-sale liquor establishment.

The leased space is walled off from Aldi Foods and has its own identifiable separate entrance. Part of the leased space is 500 feet away from the Hilltop Elementary School parcel; part is not. The main entrance of the leased space is 500 feet away; the storage door entrance is not. Some of the shared parking is 500 feet away; some is not.

Section 2. Council Action. At the January 8, 2018 Council meeting the Council is asked to consider the first reading of an ordinance that would amend Section 4-1-6(I). Where there are large parcels (more than one acre) and where there are multiple buildings or leased spaces with shared parking, the amendment would provide that the 500 foot measurement be taken from the main entrance of the off-sale liquor establishment to the nearest parcel boundaries of the school parcel or church parcel.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 4-1-6 (I) RELATING TO THE DISTANCES BETWEEN AN OFF-SALE
INTOXICATING LIQUOR FACILITY AND A SCHOOL OR CHURCH**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 4-1-6(I) of the Inver Grove Heights City Code is hereby amended to read as follows:

I. No off-sale intoxicating liquor license may be granted for a facility located on a parcel which lies within five hundred feet (500') of a parcel on which a school or church is located. The distance established herein shall be measured between the nearest property lines of the parcels.

For the purposes of this subsection, "parcel" means the lots on which the subject building exists, plus the adjoining lots used in conjunction with the liquor facility, church or school including any parking areas.

Provided, however, the following exceptions and qualifications to the above stated distance requirement shall apply:

1. Licenses that existed on October 1, 1995, for locations that do not meet the requirements of this subsection may nonetheless be renewed or transferred for such locations.
2. If a school or church in the future expands or is built within five hundred feet (500') of a licensed location that did meet the requirements of this subsection, the license may nonetheless be renewed or transferred for such location.
3. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be transferred to another location within five hundred feet (500') of the same school parcel or the same church parcel as long as the relocation occurs within forty two (42) months after the acquisition by the government entity.
4. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be temporarily transferred to another location for a period up to thirty (30) months within five hundred feet (500') of any school parcel or any church parcel as long as the relocation occurs within six (6) months after the acquisition by the government entity; in such instance, the authorization for the temporary relocated site expires after thirty (30) months from the time that the city issued the license for the relocated

site; after the thirty (30) month period, the relocated site is no longer eligible for an off-sale intoxicating liquor license.

5. If the on-sale intoxicating liquor facility is on property of one acre or more, and if the property contains multiple buildings or contains multiple leased spaces, and if the on-sale intoxicating liquor facility shares parking with other uses on the property, then the measurement of the five hundred foot (500') distance shall be from the main customer entrance for the on-sale intoxicating liquor facility to the nearest property lines of the church parcel or school parcel.

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk