INVER GROVE HEIGHTS CITY COUNCIL AGENDA
Monday, January 22, 2018
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
   A. Introduction of Sibley Marching Band

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 9, 2017 Special Council Meeting Minutes
      ii. Minutes of December 11, 2017 Council Meeting Minutes
      iii. Minutes of January 2, 2018 Work Session Meeting Minutes
   B. Resolution Approving Disbursements for Period Ending January 17, 2018
   C. Consider Hiring WSB Inc. for Heritage Village Park Phase I Design and Bidding Services
   D. Consider Accepting a $310,230.07 Assistance Firefighter's Grant for Self-Contained Breathing Apparatus (SCBA)
   E. Approve Inver Grove Heights Firefighters' Relief Association Contribution Payments
   F. Sale of Real Property on 5039 Brent Avenue
   G. Consider Resolution Approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.)
   H. **IGH INVESTMENTS, INC.**; Approve the Resolution denying the zoning requests for a 400-unit apartment complex for property located on the south side of Amana Trail, west of Target
   I. Personnel Actions

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

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. JAEGER CONSTRUCTION; Consider a Resolution relating to a Conditional Use Permit Amendment to allow an addition to the existing auto sales building for the property located at 1290 50th Street

II. ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Second 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

C. CITY OF INVER GROVE HEIGHTS; Consider Approving the Five Bugles Schematic Design for Fire Station #2

D. CITY OF INVER GROVE HEIGHTS; Designate Dakota Broadband Board Member

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTUVE SESSION:

Executive Session to discuss active investigative data as defined by Minn. Stat. § 13.82, Subd. 7 and to discuss possible litigation relating to property at 6840 Dixie Avenue, Inver Grove Heights, Minnesota containing Tax Parcel Nos. 20-00200-51-020 and 20-39900-00-050. This discussion is being conducted in a closed Executive Session pursuant to Minn. Stat. § 13D.05, Subd. 2(a)(2) dealing with active investigative data and Minn. Stat. § 13D.05, Subd. 3(b) dealing with the attorney-client privilege.

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

GETSMB2DC

SIBLEY MARCHING BAND

REPRESENTING MINNESOTA AT AMERICA'S NATIONAL INDEPENDENCE DAY PARADE

We are thrilled to inform you that the Henry Sibley High School Marching Band has been invited to perform in America's National Independence Day Parade in Washington, D.C. in 2018, as the official representative of the state of Minnesota!

The invitation was extended by National Independence Day Committee, the United States Department of the Interior, and the National Park Service. Nominations were submitted by Governor Mark Dayton and Senator Amy Klobuchar.

"This is a tremendous honor for our little band, which has worked so hard and had such an exceptional season," said Sibley band director Amy Powers. "It's even more of an accomplishment considering that our band has only 58 members and competes against others with 100 or more, which requires so much extra effort."

The passion and confidence that the Sibley Marching Band displays in performance has earned them the title of *"The Little Band That Could"* among their many fans.

"These kids have an incredible work ethic," says Amy. "They endure 6- to 9-hour practice days on a regular basis, in all kinds of weather. They are 100 percent focused and constantly pushing themselves to be better. Anyone who doubts the work ethic and dedication of teenagers should watch our band rehearse."

The Sibley Warriors will join a variety of other performers, including fife and drum corps, military units, drill teams, national dignitaries, celebrity participants, and other invited bands. The Parade takes place on Constitution Avenue before a street audience of hundreds of thousands and televised to millions more.

"Our staff has worked with many other bands, but none has captured our hearts like the Sibley Marching Band," says Amy. "Seeing the *Little Band That Could* come down the street and perform like a much larger band has been awe-inspiring. Representing Minnesota in the National Independence Day Parade in Washington, D.C., will be the experience of a lifetime for all of us."

To make this trip of a lifetime possible, the band must raise $91,490 to cover travel, accommodations, and related expenses. We hope you will raise awareness among your constituents of this exciting opportunity to represent our state and local communities on a national basis.

There are a variety of ways to donate, including sponsorships as noted on the attachment. More information about the Sibley Marching Band and the Washington, D.C. trip, is available at www.henrysibleyband.org.

Please help send the Sibley Marching Band to Washington, D.C., to perform in America's National Independence Day Parade in 2018!

DONATE2WAYS:

1. ONLINE
henrysibleyband.org

Secure Payments By: PayPal
VISA
NO PAYPAL ACCOUNT NEEDED!

2. MAIL A CHECK
PAYABLE TO:
Henry Sibley Marching Arts
ADDRESS:
Sibley Band Department
1897 Delaware Ave
Mendota Heights, MN
55118

This fundraising effort is brought to you by **HENRY SIBLEY MARCHING ARTS,** a tax-exempt/501(c)(3) organization. Donations are tax deductible.

Henry Sibley High School Marching Band

"The Little Band That Could"

In 2012, Amy Powers was planning her first season as director of the Henry Sibley Marching Band. Like any competitive team, the band had experienced its ups and downs during its long history.

While becoming familiar with the school's program, Amy considered her options. The practical path was to build the band up slowly and compete in "easy" parades where they could at least earn a participation plaque.

"I thought to myself, 'A participation plaque? Easy parades? NO WAY!' If we were going to be a marching band, we were going to learn how to be a marching band of excellence."

From that moment forward, Amy and her staff rehearsed the band as champions. There were challenges to overcome: The band was the smallest in the circuit, often competing with bands that had twice the number of members. Many of the students were new to marching band. And several had to learn new instruments to make the band work. But the goal was clear: Give the students the best possible experience and treat them as champions.

In their first season, the band experienced the growing pains that any organization under new leadership experiences. But the students worked hard, got to know each other, and coalesced as a team.

Their efforts paid off. The little Sibley Marching Band of mostly 8th and 9th graders defeated bands twice their size and experience level. By the end of the season, they accomplished the impossible by winning their class at State.

DONATE2WAYS:

1.ONLINE
henrysibleyband.org

Secure Payments By: PayPal
NO PAYPAL ACCOUNT NEEDED!

2. MAIL A CHECK
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Since that first season, the Sibley Marching Band has continued to evolve and build on their successes. They learned the value of giving of themselves for the team. They learned how to approach something with the expectation of excellence and they learned the value of being a part of something bigger than themselves.

The passion and confidence that the Sibley Marching Band displays in performance has earned them the title of *"The Little Band That Could"* among their many fans.

Throughout the last five years, *The Little Band That Could* has had many successes. They won class AA at State in both 2013 and 2014. In 2015, they were moved up to class AAA, where they earned the bronze medal. In 2016 and 2017, they were the Class AAA 2nd place winner while moving into the elite position of top 4 in 2016 and top 3 in 2017, their highest finish in over 25 years.

And now the Sibley Marching Band has been invited to perform in the National Independence Day Parade in Washington, D.C., on July 4, 2018, as the official representative of the state of Minnesota.

Along with their competitive success, band members have achieved the more important purpose of marching band. They have learned that they are capable of digging deep and pushing themselves past what they believe is their best. They have learned that "we" is bigger than "me" and that the path to success requires hard work and commitment.

"These kids have an incredible work ethic," says Amy. "They endure 6- to 9-hour practice days on a regular basis, in all kinds of weather. They are 100 percent focused and constantly pushing themselves. Anyone who doubts the work ethic and dedication of teenagers should watch our band rehearse. They also take care of each other. When I see the diversity and unity in our organization, I am in awe of the culture these incredible students have created. Any student who walks through our doors will have friends, will achieve, and will develop self-confidence."

"Our staff has worked with many other bands, but none has captured our hearts like the Sibley Marching Band. They have surpassed every expectation we set for them. Seeing the *Little Band That Could* come down the street and perform like a much larger band has been amazing. Participating in the National Independence Day Parade in Washington will be the experience of a lifetime for all of us."

INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
THURSDAY, NOVEMBER 9, 2017- 8150 BARBARA AVENUE

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in a special session on Thursday, November 9, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark; City Attorney Kuntz, City Administrator Lynch, Springsted Waters Representative Sharon Klumpp,

3. POLICE CHIEF CANDIDATE DISCUSSION AND SELECTION

Mayor Tourville stated that the meeting is in regard to the city's Police Chief candidates. We had spoken about starting a ranking of the applications. From that ranking we will take a look at having further discussion on the top two selected.

City Attorney Kuntz stated the objective with the five candidates was to have a process where discussion can focus on a lesser number. After the Council has expressed preference initially, Sharon Klumpp from Springsted Waters could outline the process she believes would help us dwindle down candidates.

Sharon Klumpp, Springsted Waters, suggested they identify the top two candidates to facilitate further discussion. She went through an overview of the search process. On July 10th and 13th, they held a number of listening sessions. Those sessions included meeting with the City Administrator, the HR Manager, and the department heads. She stressed what they did within the Police Department, as they made an effort to meet with as many members of the department, both Civilian and Sworn, as possible. They had great participation and the police officers appreciated meeting with them. On August 18th they did a lot of work with the development of the recruitment brochures. She stated that she was impressed by the council's desire to undertake in a Stakeholders survey. A survey was designed and was brought forward. She stated that someone on Council suggested the Stakeholder survey be passed out during Night to Unite. We received comments from 291 individuals, she stated that250 were Inver Grove Heights citizens. Usually they only get about 100 surveys. She stated that 87 people also provided additional comments. As the council worked on all parts of this process they kept in mind the things that were most important to the respondents of the survey. On August 18th they received approval to move forward with the recruitment brochure and started to do advertising on a variety of sites such as the City Website, Springsted Website, LinkedIn, MN Police Chiefs Assn., MN Post, League of MN Cities, as well as several others. Over 460 recruitment letters were sent to prospective candidates, including potential candidates who work in similar size communities. They were also aware of potential internal candidates and included those in that outreach. All Council members, the City Administrator, and a few designated staff members completed a questionnaire. She stated it was important to identify the competencies, motivating factors, and the behaviors the council felt were important for the Police Chief position. She stated that results were compiled, and from those, came forward the benchmark that expresses what you feel are important in the position. On September 22nd, we had 33 applications. Ms. Klumpp stated an additional application came in on November 1st, for a total of 34. When the last one arrived, we were in the middle of moving forward, but from their review of it, there wasn't anything that suggested that person had the qualifications that you were looking for so it wasn't moved forward. The applicant pool was very deep, many had public safety management experience. We went through those and selected the people we thought had the closest criteria. We came out with 15 applicants. Those applicants received two questionnaires. The first one was for background and experience. The second one had questions regarding disciplinary actions, terminations, etc. We looked to the candidates to disclose that information. The candidates sent information back to us on September 27th. Based on that review we moved from 15 applicants to nine. All candidates completed a video interview. We had three people that withdrew. That is no reflection on the City of Inver Grove Heights, they were for personal circumstances. We were then left with six. The video was made available to the Mayor, Council, and the City Administrator to review and provide feedback and rate. That rating was another data point, as this wasn't a pass/fail. That led to a discussion on the number of people you wanted to bring forward. She stated the council wanted to bring forward five people and did so on October 25th. Once that was done, she stated the council had candidates complete the Leadership Management Style Assessment, so we could compare their responses to your benchmark. We also received their consent and got background checks. We contacted references for candidates to find a mix of people they supervised or reported to, etc. Interviews were held yesterday. The interview process consisted of an individual tour that was led by the City Administrator. They also met with two interview panels. One panel was the City Council, and another was comprised of City department heads, two members of the Police Department, one of which was a Patrol Officer, the other was a Sergeant. We also had the Superintendent from School District 199. The Superintendent for School District 196 also wanted to come but was unable to attend. We had the interview panel members provide qualitative feedback, as we wanted them to have their thoughts, what they saw, what they noticed were strong, etc. We also had a meet and greet last night. Informal count on attendance was about 60. Some people filled out comment cards. Today we forwarded additional information to the City Council. We asked the City Administrator to provide an observation of the candidate tours. We provided feedback from the interview panel and the information obtained off the comment cards. Hopefully with the culmination of this process we have learned a lot to get us to this evening.

Ms. Klumpp stated that the next proposal is to go around the Council table to let us know your top two candidates and have a general discussion about those candidates. Then you can consider the candidate that you would like to move forward.

Mayor Tourville stated he has Rich Clark and Sean Folmar.

Councilmember Perry stated she has the same two, Clark and Folmar.

Councilmember Piekarski Krech stated she has Schnell and Clark.

Councilmember Bartholomew stated he has Schnell and Clark.

Councilmember Hark stated he has Schnell and Clark.

Ms. Klumpp stated we have three names that have come up through this process. Sometimes it's helpful to go one by one to speak about what was important about the candidate that resulted in your choosing.

Councilmember Piekarski Krech stated she would have liked to have taken something from each one of them as each had very strong points in particular areas. She felt we needed diversity. Both Mr. Schnell and Mr. Clark have had more experience in working with diverse populations, as well as with other issues outside our departments, having worked with larger departments. Ours is small and there hasn't been the experience with a lot of different things and different people.

Councilmember Perry stated through this whole process she has made her own personal ranking. She felt the overwhelming consensus with feedback from phone calls, emails, from citizens, and the interview panel, aligned completely with the top two she has selected.

Councilmember Bartholomew stated the interviews were extensive. He commented at each interview point the candidate that he would pick, Paul Schnell, had the answers he felt were important. Diversity was important, as well as the breadth of knowledge and strength in Community, and how to bring the Community in alignment with the Police Department. The credentials, the understanding of the focus it would take to have the Community to partner with the Police force, and then have the Police force be the face of the Community and public safety. Written material that was provided was on point for what he was looking for. Interviews, both verbal and video, was the deciding point for candidate Paul Schnell.

Councilmember Hark stated this was the most thorough process the City has gone through in his experience here, which is nearly 20 years. He looked at a number of factors. We had five good candidates. That is a blessing and a curse as it becomes difficult. He looked at criteria that the consultant helped draft and Mr. Schnell and Mr. Clark rose to the top. We need top shelf communication people in that position. They need to communicate internally and externally. He is looking for people that have proven experience with successful community engagement. We have a fairly young Police department. One of the reasons Mr. Schnell stuck out to him, was his experience in Hastings and Maplewood, he stated it will be a plus for the entire department. We have issues coming up dealing with body cameras. We need people that have experience with those, and have experience sharing resources with other departments. The Police Department, the City Administration, everyone, is in the position of customer service. We need a leader that internalizes that. He commented this is not a small town any more. Look over by Target and see its growth. We are going to be closing in at 50,000 people at some point and that represents big change. He would like to see Paul Schnell as the next Police Chief, but he was also very impressed with Rich Clark.

Mayor Tourville stated we had a small piece in looking at this process. It's important that we find a fit for the City of Inver Grove Heights. He took a look at one of the candidates and said that person has been doing the job. That is important. Some Police Officers have reached out with their ideas and thoughts. You can hire the best person in the world to do the job but if they are not given the direction, from here and the City Administrator, the person can't do anything. It's the Council that takes a look at the vision of the City and instills it, and the department heads coming forward. It has been a lot of different Cities, large and small, and then also taking a look at it from a Sheriff's perspective. He took a look at Rich and Sean as being his top two candidates. He had more questions about the other three than he did about those two to serve the citizens of Inver Grove and to be able to work within our group. The City needs to look at change. Can change happen from the same people or different people? He commented that the process was very good.

Ms. Klumpp asked if anyone had any observations or information they wanted to share based on the round robin of talking since the interviews?

Councilmember Perry felt it was interesting to see the three of them liked Schnell, because in looking through the feedback and talking with Schnell last night, she just doesn't see him as a good fit. She sees him going in there and bull dozing the department and making it worse than it already is. He has said that he will be here three to five years. He said that at Maplewood too, and the last two he said he would be there the minimum of what he has said he was going to be there. She doesn't see him being a fit in the department. He has the leadership and the experience, but she doesn't see him as the city's Police Chief.

Mayor Tourville took a look at different pieces in terms of experience, interviews, the answering of questions. You know who number one is. Paul Schnell. He was articulate, precise, and it was very good. If we were hiring a spokesperson he would be the right person. There is a lot more to it. He stated he looked at references and other pieces. Some did good on the video, some did bad, but that's just a piece. There's more to the Police Chief than morale. He took notes on some great ideas that he heard last evening that he hopes we can do going forward, for example, body cameras, canines, etc. Ratings were different for some of the different parts of the info. He mentioned that we had another internal candidate that did very well, but just was not ready. After this is all over, he wanted to talk to Josh Otis and thank him for applying. It was probably a better experience for him than it was for us, but we appreciated that he took the time and effort.

Councilmember Hark stated we don't have a bad Police department, we have a good Police department. He stated he wants to make it the best it can be. We have been given all sorts of data points, that's the benefit of hiring the consultant. We received emails, calls, and texts. It is nice to do what most people want. He also heard from people who expressed a need for change, not only in the department. He commented this is a young department, if we can turn it into a different direction, we can have an even better department. Especially with a good strong leader who has some experience. We will end up with one of the best Police departments in the State if we do this right. He isn't saying there isn't one of these five that isn't qualified, but they need to make a decision. The decision that he is willing to make is that we need change, and that's why he picked Schnell and Clark. He reiterated that we do not have a bad Police department and it has not been run badly in the interim. He is interested in some change here and seeing which direction we can go to make it even better.

Councilmember Bartholomew agreed with Hark in that every candidate they saw yesterday could be a Police Chief. We have to determine the best. It was clear to him that there is a ranking of one through five. Mr. Schnell answered key issues he was looking for including: mentorship, staff development, development in things on the horizon, community policing, bodycams, and issues concerning social media. He seems to be the most versed in those issues. He wants to see an improvement and see the Police force grow. He commented we are soon to be a City of 45,000 people and we need a high-quality Police department and he thinks Mr. Schnell will bring us in that direction. He is thankful for Interim Police Chief Sean Folmar, as he came into a position that was very difficult and has done a very good job. He will be a Police Chief someday, and any one of these candidates would serve a Community as a good Police Chief. He doesn't think Mr. Schnell is going to be a bulldozer.

Mayor Tourville observed that Rich Clark made every list, as either a one or a two. Schnell did not. Sean did not. Those are the three names that have been mentioned.

Councilmember Piekarski Krech stated there wasn't a huge separation between one and five. It was in looking at some of the experience that made her look at it differently. She has spoken to several Police Officers, both in and outside the Community. Because so many of our Officers are young, she thinks we need to bring in some new leadership at this point because we have stayed with the same. While you should be able to move through the line, sometimes you need to bring different in to refresh. She commented we don't have a bad Police department or City. Everyone wants to complain, but instead of complaining you need to come up with the positives we have, and we have a lot of them. We have a lot of very dedicated people and Police Officers who live in this City.
She felt Clark made everyone's list because he has lot more energy than anyone she has seen.

Mayor Tourville stated one of the thoughts was we come from the five to a lesser amount and put those names forward.

Councilmember Hark would like to see us put names forward and vote.

Mayor Tourville questioned if we needed another meeting? Maybe to discuss how we think.

Councilmember Hark said it would be nice to talk about this for another six months, but we have been given so much data and information that he would personally like to move forward with this at this time.

Councilmember Bartholomew was in agreement with Hark in that the time has come to make a decision. If the candidate we discuss doesn't want the position, we discuss it further at that point.

Councilmember Perry also would like to have this taken care of tonight.

Councilmember Piekarski Krech agreed as well.

Mayor Tourville stated we look at a motion and go forward from there.

City Attorney Kuntz had the opportunity to speak with Sharon Klumpp and HR Manager Janet Shefchik about the form of the motion. Our thought is that the form of the motion would be to move to select and appoint whoever you want to move ahead as the Inver Grove Heights City Police Chief subject to the following: Subject to a review of the background checks, subject to a review of the psychological evaluation, subject to the pre-employment physical, subject to the selected candidate accepting a conditional employment offer of salary and benefits and approval of those salary and benefits eventually by the Council.
That is the form of motion that you should make.

Councilmember Bartholomew accepted that form of motion.

Motion by Councilmember Bartholomew, second by Hark, to suggest Paul Schnell under the conditions that Mr. Kuntz just read as follows: He is subject to a review of the

background checks, subject to a review of the psychological evaluation, subject to the pre-employment physical, subject to the selected candidate accepting a conditional employment offer of salary and benefits and approval of those salary and benefits eventually by the Council.

Ayes: 3 (Piekarski Krech, Bartholomew, Hark)
Nays: 2 (Tourville, Perry) Motion carried.

Mayor Tourville stated Janet Shefchik, Joe Lynch, and Mr. Kuntz will take a look at the details and the connection and we will be back to the City Council with the information. The audience should know this isn't a two-day process. This could be completed in two weeks or so.

4. ADJOURN

Motion by Piekarski Krech, second by Perry to adjourn.
The meeting was adjourned by a unanimous vote at 7:44 pm.

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

1. CALL TO ORDER and 2. ROLL CALL

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

3. PRESENTIONS:

There were no presentations.

4. CONSENT AGENDA:

A. i. Minutes November 13, 2017 City Council Meeting
ii. Minutes November 27, 2017 City Council Meeting
B. Resolution Approving Disbursements for Period Ending on December 6, 2017 **Resolution 17-228**
C. Consider Approval of 2018 City Council Meeting Schedule
D. Consider Approval of 2018 Meeting Schedule of Advisory Commissions
E. Consider Application and Resolution to Conduct Off-Site Gambling for Spartan End Zone Club at Simley High School, 2920 80th Street E. **Resolution 17-229**
F. Designate the 2018 Official Newspaper
G. Consider Acceptance of Babcock Trail Feasibility Study
H. Authorize the City of Inver Grove Heights and Dakota County Electronic Crimes Task Force Joint Powers Agreement **Resolution 17-230**
I. Consider Pay Voucher No. 1 for City Project No. 2017-09D – Sealcoat
J. Resolutions Establishing Utility Rates for 2018 **Resolution 17-231 Water, Resolution 17-232 Sewer, Resolution 17-233 Storm Water**
K. Consider Resolution Establishing and Separating City Project No. 2017-21 – VMCC/Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction **Resolution 17-234**
L. Adoption of Standard Small Wireless Collocation Agreement **Resolution 17-235**
M. Consider a Resolution Receiving Feasibility Report for City Project No. 2018-04 - Arbor Pointe PUD Shared Street Light System Improvements **Resolution 17-236**
N. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court)
O. Consider Approval of the Joint Powers Agreement with the City of Inver Grove Heights and Dakota County for Broadband Services
P. Personnel Actions

Motion by Bartholomew, second by Perry, to approve all items on the consent agenda 4A-4P except 4L.

Ayes: 5
Nays: 0 Motion carried.

Pulled item 4L. City Attorney Tim Kuntz stated this is to address the small standard small cell wireless devices collocation agreement. The State requires a model for a pole location agreement. This applies to all Cities. The LMC drafted a policy for cities to adopt. Mr. Kuntz stated a corrected version was provided to the Council tonight.

Motion by Piekarski Krech, second by Perry to move forward with the Small Wireless Facility Agreement.

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARINGS:

A. Consider Approval of the 2018 Renewal Applications for Liquor Licenses

City Clerk Michelle Tesser stated the City received applications for license renewal for 31 liquor licenses for 2018. Public hearing was noticed in Southwest Review. Each renewal was accompanied by material regarding the license fee and liability insurance certificate. Information regarding completion of alcohol server training was provided to verify all employees are engaged with the serving/selling end of alcohol received training within 24 months. All background investigations were approved by the Police Department.

Motion by Piekarski Krech, second by Perry to close the public hearing at 7:05PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Pierkarski Krech, second by Hark to approve the 2018 Renewal Applications for Liquor Licenses.

Ayes: 5
Nays: 0 Motion carried.

B. Consider Approval of the 2018 Renewal Application for Pawn America LLC

City Clerk Michelle Tesser stated just like every year City Code requires we conduct a public hearing. Application and documentation was received. Notices were mailed to the surrounding area. Police Department conducted background and there were no remarkable findings. Staff approves.

Motion by Piekarski Krech, second by Perry to close the public hearing at 7:07PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Hark, second by Bartholomew to approve the 2018 Renewal Application for Pawn America LLC.

Ayes: 5
Nays: 0 Motion carried.

C. Consider Approval and Resolution of Lawful Purpose Gambling Premise Permit at King of Diamonds, 6600 River Road, Resolution 17-237

City Clerk Michelle Tesser stated they received an application from Wendy Busch, Operations Manager at Merrick Inc. for a premise permit to conduct lawful gambling operations at King of Diamonds. Merrick Inc. would relinquish the lawful gambling premise permit currently at Overboard Bar located at 4455 64th Street East. Letter reflecting action has been received. Merrick is a non-profit charitable corporation licensed by the Department of Human Services. They are an adult day and memory care training and habilitation employer. A background check on the operations manager and the owner came back approved from the Police Department. Staff recommends approval of the permit.

Motion by Pierkarski Krech, second by Perry to close the public hearing at 7:09PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark to approve Resolution 17-237 of Lawful Purpose Gambling Premise Permit at King of Diamonds, 6600 River Road

Ayes: 5
Nays: 0 Motion carried.

Mayor Tourville asked Staff to review the charitable gambling ordinance, specifically in 2018, examining the 20% that can be spent in the area. The trade area is a little wide and very little of the money is being spent in Inver Grove Heights.

Those that have gambling licenses must spend 20% in the trade area. It doesn't cost the non-profit, nor the establishment any more money. City staff should take a look at the 20% being spent closer to home. Most Cities have a requirement, that a percentage of the total gross be spent in the City where the gambling license is located verses a trade area. We are finding very little of the money is being spent in the City of Inver Grove Heights.

D. Public Hearing to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiations, Resolution 17-238

City Engineer Tom Kaldunski stated this is a sanitary sewer project we are reviewing on 80th Street. They are recommending a gravity sanitary sewer that would follow 80th Street. Properties were invited to an informational meeting in November. A map of the area was shown. We are looking at constructing a sanitary sewer along 80th Street that would tie into an existing sewer at Amana Trail. We had 8 -10 properties invited to the meeting. Four property owners showed and were supportive of the project. Scenic Hills liked the idea of a gravity sewer rather than having to build a station on their development. The cost is approximately $1.32M, funded through the Northwest Area Sewer Fund. The funds are financed through various fees at the time of development. No assessments are proposed, they pay when development would occur on their sites. Council will consider authorizing Bolton & Menk to move the project forward. We have a proposal from them to do the engineering services to prepare the plans and specifics. Scenic Hills will be speaking about the development itself later this evening. The estimated cost is $111,000. Bolton & Menk will provide the design and construction oversight of the project. City Engineering staff will do the inspection of design. We will receive testimony from anyone tonight and close the hearing after that. We would suggest any approval tonight be conditioned on the Planning Commission reviewing the overall project and making their determination consistent with the Comprehensive Plan.

Councilmember Piekarski Krech asked if we have to add to an existing sewer to serve this area. She stated It seemed like a lot of digging and a lot of sewers.

Mr. Kaldunski referenced a map of the area located near the Golf Course maintenance facility. It's the high point where the lift station discharges to. We put a sewer in the central location with the knowledge there may be further development in the area. He stated there wasn't right-of-way at the time when MNDOT had it, but that has since been turned back to the County, and we can get a permit. There is an existing force main built in 2008, and stayed in place pumping from the lift station by Argenta Hills area. We are placing the gravity sewer so the properties can hook up to it. It will flow to the lift station and pump and it was always planned to be done this way.

Mayor Tourville felt those along the route are probably happy because we don't need another lift station.

Mr. Kaldunski responded yes. This option was more cost effective over the life cycle of a lift station. We don't pay for electricity or pump repairs.

Motion by Piekarski Krech, second by Hark to close the public hearing at 7:19PM.

Mayor Tourville said this will go before the Planning Commission to take a look at presenting this project with regards to the Comprehensive Plan and other items.

Mr. Kaldunski stated the intent is to have the Planning Commission make their determination that would be consistent with the Comprehensive Plan.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark to approve to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiation and that it is contingent on Planning Commission approval. Resolution 17-238

Ayes: 5
Nays: 0 Motion carried.

E. Public Hearing and Resolution to Consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2 and the Adoption of a Capital Improvement Plan for 2017-2021, Resolution 17-239

Finance Director Kristi Smith stated in front of the council for consideration is the Capital Improvement Plan for 2017 to 2021. This is the financing mechanism for the potential fire station. The packet is the same as you saw at the November work session. The plan was prepared by Ehlers and representative Steve Apfelbacher is here this evening to answer any questions. Approval would start the clock on the timing on which we would need to receive a petition by. That could slow down the process for the fire station. The purpose is for financing of the fire station. Plan includes authorizing up to 12.5 million in capital improvement bonds with the intent that the project is around 10 million, so that we don't issue more than 10 million in one year to remain being qualified. The purpose of it being 12.5 million is room in case bids come in higher because if they were to go over that 12.5 million, we would have to go back through the entire Capital Improvement Plan process.

Motion by Bartholomew, second by Hark, to close the public hearing at 7:23PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew, second by Perry to approve Resolution 17-239 to Consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2, and the Adoption of a Capital Improvement Plan for 2017-2021

Ayes: 5
Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. FINANCE:

A. Resolutions Relating to 2018 Tax Budgets and Levies

Finance Director Kristi Smith went over small changes on the budget in regard to the K-9 program and Park Maintenance position. The updated cost of the K-9 Officer with a September 1st start date would be $36,100. That amount was slightly higher than the $33,000 that was estimated last week.
She stated the Council gave direction to reduce the transfer to Park Maintenance by $35,000. She stated updated pages were provided to you in are in the Council packets.

She stated the proposed levies recommended in the packet would be the Operating Levy of $19,021,200Bond Retirement Levy of $1,941,197. Special taxing levies for the 70th Street Recon $79,395. Preliminary Levies and Budgets were approved on September 11th.

She stated Dakota County mailed out 2018 proposed property tax notices on November 13th2017
Three interested parties notified us that the County incorrectly sent out ten notices where the City portion was doubled. They corrected them and resent new ones. Two more inquiries came about changes in property tax classifications, so they were directed to Dakota County
We have the presentation of the 2018 final Budget where the public can speak and then we adopt the final budget and levies which then need to be certified to Dakota County on or before December 28th, 2017.

Ms. Smith presented the 2018 Expenditure Budget she stated the 2017 amended budget items were carried over. General Fund expenses total $22,367,900. We report three special revenue funds: Recreation, Community Center, and EDA. The biggest difference on the Community Center is the inclusion of the capital outlay. The EDA Budget was reviewed earlier this year. She reported on capital project funds And the American with Disabilities Act (ADA) fund. She stated the amended budget is higher than what is being proposed.

Ms. Smith presented the 2018 Expense Budget Enterprise Funds. She stated its comprised of three primary Enterprise Funds. She stated water was broken down into several pieces for recording purposes.

Ms. Smith stated they also report several Internal Service Funds: Risk Management, Central Equipment, Central Stores, City Facilities, and Technology. Total proposed expenditures across all those budgets is over $44M.

She stated the General Fund turns into the Tax Levies. Operating Fund is proposed just over $19M. General Bond Retirement is under $2M. Included in that number was an estimated amount for the 2017 B issuance of just under $2,000. The special taxing district levies total $21,041,791. She stated the estimated tax rate is .50863, which is a reduction in the tax rate due to property evaluations being increased. She stated the General Fund Revenues property taxes make up 85%, licenses and permits make up 5%, intergovernmental revenues 3%, charges for services 5%, fines and penalties 1%, misc. 1%.

She went over the net tax capacity and net tax levy. She stated that the general fund revenue is $22,342,300. She stated that the2018 General Fund Expenditures $22,367,900. Public safety/Police/Fire make up 47%. Public Works at 19%, Parks 9%, General Government 9%, Community Development 7%. She stated the reliance on other funds has decreased and illustrated on the slide the decrease in the reliance on other funds.

Ms. Smith stated the impact on the mean and median residential properties for 2017 was $248,000, that is seeing an increase for 2018 to $266,680. With market value homestead credit, is just over $251,000. Tax rates we have now impact that mean property would see is an increase of $83.00 which equals just under 7%. The median property in 2017 was $213,550 showing an increase of 8.76% in valuation estimated at $232,250. Taxable market value just over $215,000 impact is under $89.00 or 9%.

On the business side. Businesses are valued at $563,700. They did see an increase of 4.12%, due to change in tax rate, they will see a decrease in a few dollars on their City portion of the tax bill. Business valued at over $3M saw a very small increase of .24% impact there is a decrease in the proposed levy of $214.00 or just under 1%.

Motion by Bartholomew, second by Hark to accept the following three Resolutions Relating to 2018 Tax Budgets and Levies: Special Tax District Resolution 17-240, Final Tax Levies Resolution 17-241, Final Budget Resolution 17-242.

Ayes: 5
Nays: 0 Motion carried.

B. 2018-2022 Capital Improvement Plan

Finance Director Kristi Smith stated that every year they do an update to the Capital Improvement Plan on a five-year basis. This was reviewed at the November work session. Staff and Ehlers are still concerned with an issue on Page 3. The net debt levy will go as high as 17% in 2022. She stated from a bond rating perspective that is concerning. \. Copies were available at the front desk and will be on the website as well.

Mayor Tourville stressed the importance of taking a look at a long-range plan in order to know the needs, wants and what reality really is. He stated we need to be careful.

Motion by Piekarski Krech, second by Bartholomew for approval of the 2018-2022 Capital Improvement Plan.

Ayes: 5
Nays: 0 Motion carried

C. Resolution Providing for the Issuance and Sale of $3,645,000 General Obligation Improvement Bonds, Series 2017B

Finance Director Kristi Smith stated information was provided at the table tonight with a revised resolution.

Steve Apfelbacher stated the Council authorized $3,645,000 of the bonds to be issued. It has been updated and they opened bids this morning and received five bids. The bid that we received is by Stifel Nicolaus at about ½ of 1 percent lower than what our estimate would have been. This sale would result in an annual debt service payment of $12,500 less each year than the City would have paid because of the bond rating. The great news that we wanted to share this evening was we spoke to S&P regarding the City's rating. The best rating you can get is a AAA rating. S&Phave upgraded the City's rating to a AA+. . It is our tradition to prepare a Bond denoting the credit rating change. For the credit rating in the report, they have highlighted that the City has a strong economy, strong management, strong budget performance, very strong liquidity, very strong budget flexibility, and the adequate debt service. He stated that this rating represents the strong fiscal job that the Council and Staff are doing on a daily basis.
He presented the Bond in a frame to Kristi Smith. Pictures were taken.

Mr. Apfelbacher stated that this is good news for the City as we move forward. He stated this rating is intended to continue for some period of time. He stated a revised resolution is in front of you.

Councilmember Bartholomew asked about the percentage of the CIP and whether a policy change needs to occur.

Mr. Apfelbacher stated that it has to do with the needs of the City annually. For example, the rating is as $12.5 million that debt service that was projected was about $900,000 a year, that's almost 50% more. We can try to manage some of those elements that are in there. The biggest thing you have is the tax base and local economy as you are in the expanding mode. We did a good job of the rating this year. This is a growing and developing community. He stated that roads and facilities are in the CIP that's here. The tax base will expand. This was because of the valuation of the fire station. We can manage that on a case by case basis.

Motion by Piekarski Krech, second by Perry to approve Resolution 17-243 Providing for the Issuance and Sale of $3,645,000 General Obligation Improvement Bonds, Series 2017B with Stifel Nicolaus.

Ayes: 5
Nays: 0 Motion carried

D. THIRD AND FINAL READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2018

Kristi Smith, Finance Director, stated there have been no changes since the last reading on this ordinance. This is an annual review; the rates are increases from 3.5 to 5%. This information was sent to the River Heights Chamber of Commerce, posted on the City Website and also on Social Media.

Motion by Piekarski Krech, second by Hark to approve the changes to the ordinance as presented in the Third and Final Reading of an Ordinance Mmending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2018. Ordinance #1344.

Ayes: 5
Nays: 0 Motion carried

Mayor Tourville called up Sean Folmar and Paul Schnell from the Police Department up to the Podium for introductions.

Sean Folmar introduced Paul Schnell as the new Police Chief.

Police Chief Paul Schnell stated it was a great honor to be here. Today was his first day. He has met several in the department and is very excited to be here. He is proud to be a member of the department. He is looking forward to advancing goals discussed during the selection process, particularly the community engagement goal. In the next week you will see some of the goals the department is working on. A survey will be launched next week which we hope will drive the City policing as we go into 2018. He stated thank you for the trust you are placing in me and that he's looking forward to working with the department.

II. COMMUNITY DEVELOPMENT:

E. HAMPTON COMPANIES; Consider the following Resolutions and Ordinance for property located on the north side of 80th Street, between Hwy 3 and Babcock Trail:

- **a) An Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD; Ordinance #1345**
- **b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68-unit single family and 32-unit senior care facility; Resolution 17-244**
- **c) A Resolution relating to a Conditional Use Permit for a 32-unit multiple family development; Resolution 17-245**

Allan Hunting, City Planner, summarized the development. He stated the Planning Staff and Commission approve the plans for 68 single family homes and one 32-unit senior care facility. In 2014, Council approved a single-family development of 44 lots but that did not work out with the project. Rezoning is required with the senior building. They are requesting a number of setback flexibilities as noted via diagram. We haven't seen this before, but the developer is trying to comply with City standards. Road connections were also discussed and referenced via diagram. Project complies with open space requirements and landscape plan although plan is 101 trees short of what is required. Applicant will be working with Staff to resolve that. Staff thinks the project meets the goals of the Comprehensive Plan as providing a different housing density mix, and meets financial density goals. We support the application with the 24 conditions listed.

Planning Commission also recommended approval. They also added wording relating to the Abbott property, the Abbotts home driveway will access onto a private road. They will be providing them access. There should be some type of document records that there is an easement for them to use the roadway. That would terminate once the parcel develops as the Abbotts would have access to a public road. Wording is in the resolution that you have.

Councilmember Piekarski Krech asked if there was an easement now? Have the applicants agreed to this? Do the Abbotts agree?

Mr. Hunting responded there is currently a private easement for Abbotts to get down to 80th Street. Due to grading, that would disappear. The applicant will have to provide continuous access while this is being constructed. The applicants have agreed to this and will speak further on it. He is unsure if there is a recorded easement document right now.

Councilmember Hark asked if there is an existing easement and if it is recorded, they need to get that vacated.

Mr. Hunting responded it is a private easement and they would work that through with the private owners to remove. The developer would not want that segment. We can make sure that is worded and worked out as we go through with the final planset with the development agreement.

Councilmember Piekarski Krech asked about setback flexibilities. Is there two feet between side yards? There have been complaints from Argenta Hills that they are way too close together. The neighbors have not been complaining, but there are issues. She stated looking at the design it kind of looks like detached town home type set ups.

Mr. Hunting responded code requires from the property line a minimum of 20 feet, maximum of 30 feet. They would be from a property line of 14 feet. The separation between units is proposed at 10 feet. Rear yard typically is 30 feet. They are requesting a 24-foot rear yard. They are keeping an eye on the minimums.
It does have the look as a type of a detached town home type project. They are doing that to meet their density requirements for the project.

Councilmember Hark asked how close this was to the Golf Course Fairway?

Parks and Recreation Director Eric Carlson responded the fairway is on the other side of a pond.

Mayor Tourville asked about the rendering of the product?

Applicant was present to answer any questions. Renderings are being redone as they will be shrunk a little from what they look like now. In response to the questions of the closeness to the golf course, there is approximately 100 feet between the property line and the back of those houses, besides trees and water.
The senior section is one level senior memory care and assisted living. Rendering of area was shown. Applicant discussed the grading and water near the golf range. With approvals they look to start in spring.

Tourville stated that the Abbotts are working with the development.

Applicant responded they have spoken to the Abbotts and they will not be charged any association dues or fees. They have the access to come down the private drive.

Kurt Rechtzigel,1407 E. 80th, asked if there will be any street parking. Mr. Rechtzigel also asked if there will be any assessment on any road improvements.

Mr. Hunting stated they are allowed parking on one side of the street. These are 28-foot and 32-foot roads. He would guess the side with the most open areas would have the parking, but that still needs to be looked at yet. Hunting pointed out private roads that would be paid for by the developer. County stated that the road size and turn lanes are an adequate size.

Councilmember Piekarski Krech stated this has come before the Council four or five times now.

Motion by Piekarski Krech, second by Hark, to approve a). Ordinance #1345 Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD.; b). Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68-unit single family and 32-unit senior care facility; Resolution 17-244, and c). Resolution relating to a Conditional Use Permit for a 32-unit multiple family development; Resolution 17-245.

Ayes: 5
Nays: 0 Motion carried.

F. FRATTALONE'S DAWNWAY; Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement among Frattalone's Dawnway, Inver Grove Heights and South St. Paul. The property is located on Dawn Way, west of Concord Boulevard. Resolution 17-246

City Planner Allan Hunting reviewed the agreement to amend the existing agreement for the next 15 years to complete the filling of the landfill. The first NCUC was approved in 2002, and expires at the end of this year. No changes are proposed by the Applicant.

He stated that the second part is for a Host Community Agreement with South St. Paul, as the landfill is in both Cities. They are requesting a new agreement to be approved and are meeting with the staff right now. We are still in negotiations. Since we need more time to get that done, staff is recommending Council extend the amendment for the non-conforming use certificate to operate for an additional 15-year extension to 90 days bringing us to the end of March. A non-conforming use only requires a majority of a 3/5 vote for the Council. Applicant has extended the 60-day review period. They will have to approve and agree to an extension as well with the Councils action.

Jim Fyksen, 4045 59th Street, adjacent to the gravel pit, stated he has dealt with this property for 35 years. They opposed it at that time, and it still went through. It was approved again in 2002 and we are back again for another 15 year permit. He's lived with dust, noise, shaking of the ground. He doesn't believe they have any intension of filling up the landfill.

Mike Gardner, 5950 Concord, stated his house intersects with Dawn Avenue. He stated 32 years ago, they said it should be full after 20 years. Smashing the concrete is hazardous and toxic to them. Rocks, boulders on the boulevard, and the dust, is ridiculous so they can't open windows. It needs to stop.

Tracy Fyksen, 4045 59th Street, researched the shaking that has occurred on her property. Houses are shaking at a Richter scale of 2.5 to 4.0. Homes are not built to withstand that shaking and this needs to end.

Mark Feidick, 5946 Concord St, complained about the dirt and debris coming off the trucks from the landfill. He's breathing all that in and worries about his health.

Larry Lascewski, 5919 Concord Blvd, doesn't feel this will ever end.

Joe McBride, 4055 59th Street E., went over the signed petition of (3) signatures. He showed several pictures of the area. He doesn't feel they have the room. He went over the amount of the recycling collected from 2009-2016. He discussed the traffic of the disposal and the recycling. He stated that a small group is absorbing the brunt of all of this.

Mark Feidick, asked for a study by the MN Pollution Agency for noise and air before this can be reapproved.

Jim Fyksen discussed his wife's lung cancer and that this environment doesn't help with that. Please do not let this go through.

Community Development Director Tom Link stated he is not aware if the MPCA monitors noise or air quality.

Councilmember Piekarski Krech asked about the pictures shown.

Applicant Tony Frattalone stated he does have a MPCA permit. It is inspected regularly. They have a full-time water and dust quality employee. State requires that you recycle as much material as you can rather than dumping it in a hole. He stated he would let the Council tour the facility at any time. He stated that in regards to the crushing, the permit only allows it November-March, windows are normally closed during that time period. He stated there is sound barrier testing that has been done and they have put barriers up in the area.

Councilmember Piekarski Krech asked if he knew anything about the shaking.

Mr. Frattalone responded he wasn't aware that was happening, but there are a lot of trucks that go up and down Concord Avenue and they don't all necessarily stop at the landfill.

Councilmember Bartholomew stated that they would like to see the testing on the sound barrier. He asked about the dust controller. He asked if they also recycle on Saturdays? Perhaps the neighborhood would request no crushing on Saturday and Sundays?

Applicant Frattalone responded he can get them the testing results. In regard to the dust, they have a full-time water truck on the site at all times. Water is shut off in November and it's usually pretty quiet in the winter. If they need water they will truck it in.

Luke Dahn, 5645 Annette Avenue E, Inver Grove Heights said they do not crush on Saturday or Sunday. Our permit is Mon-Friday 7-4pm. November through March is their permit. They do not crush at any time outside of that. Items are stockpiled throughout the year.

Councilmember Hark asked if those trucks are required to be covered? It's a pretty dusty load.

Mr. Dahn stated there is no requirement, some companies have it some don't. Class five holds moisture pretty well.

Mayor Tourville asked about the motion of the drilling for the project to Thureen. Can we put meters in the house to look at the shaking? Is it expensive?

Public Works Director Scott Thureen stated he can look at the cost and bring it back to the Council.

Residents discussed complaints with the Frattalone's employees.

Mr. Fyksen questioned bringing in those trucks and asked if dumping them doesn't create dust? You are bringing in product and stirring up dust, as well as crushing and creating dust. Between those two piles you are always going to have dust. He doesn't feel no matter how wet that is you are still going to get dust. He stated he has had difficulty getting through to them when he needs to. The phone number is hard to find.

Mr. Dahn stated they are sprayed with water. They are wet when they get here. When the water truck is there we also water it down when we place it. Our goal is to keep away the dust. It is then capped with dirt. He offered his phone number to contact. He also stated they can visit at any time.
Ms. Fyksen asked if the permit only allows crushing November through March, why is she feeling vibrations and hearing it all summer long?

Mr. Dahn responded they haven't crushed there in over a year.

Councilmember Bartholomew wanted to verify that you haven't crushed in over a year, and you will get the phone numbers to the individuals who requested them. You are also willing to have someone on site to visit?

Mr. Dahn agreed to the above.

Councilmember Piekarski Krech asked if you are not crushing over the summer, do you have large trucks working? What could cause the vibration?

Mr. Dahn responded there is a bulldozer pushing on the demolition landfill side of things.

Mr. Gardner felt what you are feeling might be trucks going in and out. He counted them one day.

Mr. Frattalone also thought what you may be feeling is the screener. It may look like a crusher, but it's vibrating with dirt and gravel to take the rock out.

Mr. McBride said they are still filling in the southeast corner, they are pushing it up hill with a D6 and it shakes. D9 is a huge piece of machinery and you can feel that.

Mr. Frattalone reiterated that anyone is welcome to come for a tour. He encouraged it.

Councilmember Piekarski Krech asked if residents from South St. Paul have complained?

Mr. Hunting responded he hasn't heard anything from South St. Paul staff.

Mark F. stated as far as he knew there is only one entrance and exit to the facility and that is in Inver Grove Heights. That's where all the dust drops off the trucks that go in and out. He didn't think South St. Paul would have much of a complaint.

City Attorney Tim Kuntz stated South St. Paul has its own permit authority, as does Inver Grove Heights through the non-conforming use certificate. There is a joint Host Community Agreement that had three parties to it. The operator of the landfill, South St. Paul, and Inver Grove Heights.

Ms. Fyksen stated she has actually spoken to neighbors from South St. Paul, but they didn't think they could be heard here so they didn't attend.

Councilmember Piekarski Krech stated they hear from people from all around and are welcome.

Councilmember Bartholomew asked if the testing devices could be done in 90 days.

Mr. Thureen stated he can look at the vibration monitoring and bring it back.

Mr. Kuntz stated 90 days has been used as a placer number. You will get to March. In March the first regular meeting is on the 12th and the second is on the 26th.

Mr. Hunting felt 90 days was long enough. It could come sooner than that. Joe Lynch sets up the meetings.

Councilmember Piekarski Krech asked that the agreement be done by March 12th.

Mr. Frattalone agreed to the date of March 12th.

Motion by Piekarski Krech, second by Bartholomew to table this until March 12th and to extend the current non-conforming use and extend the certificate until March 12, 2017. Resolution 17-246.

Mayor Tourville questioned whether the County comes out to do dust checking. The MPCA would be taking a look at vibrations, dust, water, product, etc. The County monitoring.

Councilmember Hark asked Mr. Thureen about what is involved in measuring vibrations. If that equipment is placed in the house hypothetically, does the City have the expertise to deal with that data?

Mr. Thureen stated in the past a geotechnical firm was hired to install and record the information and then provide a report.

Mr. McBride stated he wasn't notified of this meeting.

Councilmember Piekarski Krech responded they should have been told of this meeting at the Planning Commission meeting.

Mayor Tourville commented you can always keep in touch with the planning group here. We will not do a mailing about March 12th. If that date changes, we will send a notice to you.

Ayes: 5
Nays: 0 Motion carried.

G. VICKY STADTHER (McDONALDS); Consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for property located at 5760 Cahill Avenue Resolution 17-247

Community Development Director Tom Link stated the McDonalds located on the corner of Upper 55th and Cahill wants to add an additional drive thru. They will be doing minor site improvements and adding ADA improvements to the building. The size of the building and access will remain the same. A storm water facilities maintenance agreement will come back to the City Council at another time. Planning staff and Commission unanimously approve the improvements.

Councilmember Piekarski Krech asked if they are going to change the traffic flow pattern?

Kevin Shay with Landform Professional Services, here on behalf of Vicky Stadther of McDonalds, stated the proposed drive through area, when doubled like that, will only have one bypass lane. The traffic flow will change slightly in that they cannot pass each other. It will only be a bypass for traffic going around one way. He described the site plans and traffic flow as pictured on a map. The parking will be reduced 12 spaces but still exceeds the code requirement by two spaces. They are working through approvals right now with the City and while he isn't sure of a specific date, he believes this will begin in early spring.

Mayor Tourville stated that there are problems with people going the wrong way on Cahill, but a lot don't see it. This configuration isn't a lot different from the other McDonalds at 80th and Cahill.

Motion by Hark, second by Bartholomew to consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for McDonald's located at 5760 Cahill Avenue Resolution 17-247

Ayes: 5
Nays: 0 Motion carried.

III. PUBLIC WORKS

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

City Attorney Tim Kuntz stated this is the first reading of an ordinance which amends the Cities Right of Way Management Ordinance. The City passed one a few years ago for utilities to obtain permits so they can use the right of way. Legislature passed a number of laws dealing with small cell wireless facilities. These are small cell applications which are for increasing compacity where there is intense use of wireless systems. They can be free standing, hung on utility poles, etc. The City is going to touch the subject in three ways. First you passed a pole location agreement in a standard form. In the City right of way users have a right to use the City right of way. When they want to use your facility/light pole/utility pole, etc. you will have to allow them to do so subject to the pole location agreement. The second way we are now considering is an amendment to the Right of Way Management Ordinance which we are doing as you need to treat facility users as if they are utilities and have the rights in your right of way. Due to that they need to be incorporated into the right of way management ordinance. Permitting will be needed following guidelines and engineering. The third way is still being worked on by the Planning Department and that is the zoning question. The two areas we are speaking of here, one being the right of way itself, the second is private property. Legislature states with respect to public right of way, if small cell is being located in the right of way adjoining non-residential zoned property, then these facilities within the right of way are being treated as permitted uses. If they are in right of way adjoining residential property, the City can require a conditional use permit. Mr. Hunting is working on an ordinance that language. Second category is private property and where they are located. Right now, they can be in the same zones as the antennas are, but that will need to go through the normal Planning Commission process. We ask you to address the first reading today.

Additionally, when first adopted, we retained outside Council Jim S., who specializes in antennas. He has been the author of the changes to the right of way ordinance because he was there in the beginning.

Motion by Piekarski Krech, second by Perry to approve the First Reading of the Ordinance Amending Rights-Of-Way Management Ordinance.

Ayes: 5
Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

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

City Attorney Tim Kuntz stated there is Statute 13D.05 subdivision 3 (c) 2 & 3 which allows the City Council to go into an executive closed-door session for the purpose of formulating offers and counter offers with respects to the acquisition of real estate and for the purpose of considering non-public protected appraisal data obtained by the City. This will be in respect to four properties as listed:

A. Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:
i. LSS Properties LLC - 6455 Doffing Ave - 20-36500-32-110
ii. Hay – No address - 20-36500-31-050
iii. Kramer – 4301 64th St- 20-36550-31-070
iv. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070

Motion by Piekarski Krech, second by Perry to approve the Executive Session Pursuant to Minn. Stat. 13D.05, Subd. 3 (c) 2 & 3.

Ayes: 5
Nays: 0 Motion carried.

10. ADJOURN: The meeting was adjourned at 9:22 p.m.

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 2, 2018 6:00 PM – 8150 BARBARA AVENUE

A. CALL TO ORDER: The City Council of Inver Grove Heights met in work session on Tuesday, January 2, 2018, 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, and Perry. Absent Councilmember Piekarski Krech. Staff; City Administrator Joe Lynch, Attorney Bridget McCauley Nason, City Clerk Michelle Tesser, and Fire Chief Judy Thill.

1) <u>Fire Station Discussion</u>

Fire Chief Thill introduced the item. Five Bugles Design personnel were also in attendance to help give an update. The have been meeting with the Fire, Planning/Zoning and Engineering Departments on design and construction requirements for the new fire station.

Steve Gosman, Five Bugles Design, showed a schematic of the proposed fire station site and building. We are close to finishing the design. The site is nice for response and we can work with the grades of the site. One issue is the zoning of the property. It is going to be zoned "P" Institutional. The new zoning will require a 75-foot setback. The vacant grocery store across the street has a 30-foot setback. We can make this work with a 30-foot setback. We plan on applying for a variance in January and coming to City Council in February for approval. The utilities on the site look good. We are talking with staff about trees on the site.
We would like to come back in front of the City Council at a work session with the plans for the building.

We are near a conceptual floor plan design. We typically need three months to put together our engineering and architectural documents to release to bidders. We are anticipating that to be around March and breaking ground in April.

We will need approval from MnDOT and staff will be working with MnDOT on that process. The approval process from MnDOT can take up to three months. Staff has also agreed to work with Dakota County in case anything needs to be reviewed/approved by them. With staff working with MnDOT and Dakota County it will save money.

Mr. Lynch stated there are two other zoning issues: 1) Rezoning from Commercial to P Institution and 2) a boundary line change. These two processes will be handled by city staff and will run concurrently with Five Bugles schedule of schematics and final design. The rezoning will take about 90 days.

Councilmember Hark asked if the two parcels will be rezoned P Institutional? Mr. Lynch responded the whole property would be rezoned to P Institutional. Councilmember Hark said he would like the approach for the rezoning to be appropriate especially for the southern part of the property for its future use.

Mayor Tourville gave a brief history of why P Institutional required a 75-set back. It is because of the neighboring homes not being too close to the building and the sounds it can create.

Mr. Gosman said we are working on the grade of the site which is challenging and are hindered by the degree of the slope from the existing house and would like to make it a 2% to 3% for the fire trucks.

Councilmember Hark asked why MnDOT review was needed? Mr. Gosman stated there will be a wetland delineation required and it was for storm water runoff (because of Highway 52). A wetland delineation cannot be done until April. The fire trucks will be coming out on a city street (Court House Boulevard).

Mayor Tourville said he was concerned on how to respond at a public hearing if the whole property is rezoned to P Institutional. He suggested figuring out how much property is needed for the fire station and rezoning that P Institutional. Staff should look at this piece of the process. Mr. Lynch said a preliminary southern boundary line has already been discussed. The pond would be included in the city property. The property would be approximately 5.5 acres. A survey of the property has already been done.

Councilmember Bartholomew said he is in agreement with staying ahead of the rezoning. Mr. Lynch said a copy of the preliminary survey would be sent to the Council. Mayor Tourville said he would like to be clear and honest at the public hearing about the use of the southern portion of the property. It is not the city's intention to keep that portion of the property. He believes the long-range plan is not to make that property P Institutional. The width of the building was discussed and shown on the map to meet the setback requirements. The topography of the site was discussed.

Councilmember Bartholomew asked if it was just the building or the building and parking lot that is having trouble meeting the setback requirements? Mr. Gosman said it is just the building.

Ms. Thill said the fire station is on the agenda for the February and March work sessions to discuss the design of the fire station and approve the bidding process. The design team has looked at the layout of other fire stations, our fire stations and need feedback from Council. A meeting should be scheduled to discuss the floor plan. We are looking at bringing this back for the City Council for final approval of the schematics at the January 22nd City Council meeting. Mr. Gosman said once the City Council approves the schematics then the structural, mechanical, and electrical engineers would start working on their designs.

A schematic design is the footprint - arranging of spaces, looking at flow of the building, and looking at response time. After that process, we would design the construction documents and put the design into bid documents – the instructions on how to build the building. That is where most of our time is spent - in the bidding document process. Mr. Lynch recapped schematic design is space relationships, design development is fill in the blanks (electrical, heating/cooling, plumbing), and construction documents are in preparation for the bidding process also called final design. A meeting date was decided for Wednesday, January 17, 2018, at 6:00 pm in the EOC.

Ms. Thill said it will be brought back to the City Council for final approval on the schematics on January 22nd. It would then come back on the March 26th City Council meeting for approval of final design. There should be a couple of meetings in March with Council depending on how involved you want to be in the final design. Mayor Tourville asked if it could be moved forward or back from March 26th. Ms. Thill said that might not fit in the schedule. Final bid approval would be at the March 26th City Council meeting, then advertising for bids would start on March 27th and run for three weeks. The April 23rd City Council meeting would be for approval of a bid. Mr. Gosman said Council involvement for the design work would be needed in February and not in March. Cost estimates will be more detailed as the process moves forward. In March, we will be asking for your approval to put the documents out for bid. Mayor Tourville suggested working closely with the Finance Director as this is a bonding project and needs to stay on budget.

Ms. Thill said if the discussed dates work a pre-bid meeting would be potentially in early April and then coming back to the April 23rd Council meeting to seek approval of a bid. Breaking ground would be in early May. May through September would be the foundation and exterior work. Framing work would be sometime in September. The occupancy inspection would be in March of 2019. Landscaping work would be done in May of 2019. Total completion is scheduled for May of 2019.

Mayor Tourville asked if the sewer and water running underneath the highway was causing any issues? Mr. Lynch responded he believes there are no issues of getting utilities to the site prior to or during construction of the building. The preliminary plan is to get an easement across the parking lot of the former Rainbow site and go under Highway 55/52. The area was shown on the map. This plan would also serve utilities to the southern lot. Staff indicated the utility work should be able to be done in 2018.

Mr. Lynch said the purpose of the extra scheduled meetings are so Council is aware of what is going into the building with preliminary cost estimates. If there are any concerns at that time, that would be the time to make any adjustments on the design or if you are not comfortable with the costs.

Mr. Lynch said a meeting is being scheduled with the neighborhood to give them an idea of the project and what is being planned. Once we know the construction schedule another neighborhood meeting would be held to let them know what will be happening with the construction.

Mayor Tourville suggested setting a meeting on Tuesday, February 20th at 6:00 pm. **Motion by Bartholomew, seconded by Hark, to set meeting dates of January 17, 2018, at 6:00 pm and February 20, 2018, at 6:00 pm for new fire station discussions and unanimously carried**.

Mr. Lynch discussed the past management of building city hall and issues experienced. Construction management would be hiring an individual or firm to manage the subcontracts for all the work on the project. Another approach is hiring an owner representative, which would be an individual or firm hired to oversee the city's interest in the construction. They would deal with the general contractors, architect and would have the city's best interest during those times. We could hire an owner's rep, go without, or consider hiring a general contractor for construction management. The way city hall construction went he would recommend hiring a construction manager but it may be too late for that option with how far along we are in the process. At this point, an owner's rep may be the best option. The Fire Chief and Assistant Fire Chief will still be working with the architect. The Fire Chief would be allowed up to $5,000 in change orders, so the project could keep moving and then would be approved by the City Council every two weeks.

Councilmember Bartholomew said he believes an owner rep would be appropriate.

Councilmember Hark asked if the cost of an owner's rep would be tied to the cost of the project or would be it be an hourly cost? Mr. Lynch responded it is typically tied to the size/scope of the project.

Councilmember Hark asked how it could be avoided that the owner's rep time would not run out before the completion of the project. Mr. Lynch responded it would be the entirety of the project including all the wrap-up items.   Mr. Gosman described how an owner's rep should be used and what the qualifications are for hiring one.

Mr. Lynch will look at recommending hiring an owner's rep to be in place by the end of March. It was the consensus of the Council that having an owner's rep is a good idea.

B. <u>Adjourn</u>

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The work session adjourned at approximately 7:02 p.m.

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 4, 2018 to January 17, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 17, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	$688,021.27
Debt Service & Capital Projects	85,738.74
Enterprise & Internal Service	513,621.82
Escrows	4,225.52
Grand Total for All Funds	$1,291,607.35

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 January 4, 2018 to January 17, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING January 17, 2018

WHEREAS, a list of disbursements for the period ending January 17, 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	$688,021.27
Debt Service & Capital Projects	85,738.74
Enterprise & Internal Service	513,621.82
Escrows	4,225.52
Grand Total for All Funds	$1,291,607.35

Adopted by the City Council of Inver Grove Heights this 22nd day of January, 2018.

Ayes:

Nays:

____
George Tourville, Mayor

ATTEST:

____
Michelle Tesser, City Clerk

Expense Approval Report

City of Inver Grove Heights

By Fund

Payment Dates 01/04/2018 - 01/17/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	392494	12/31/2017	43697	101.41.2000.415.30100	10,250.00
ADVANCED GRAPHIX, INC.	198370	12/31/2017	11/30/17	101.42.0000.3630000	2,362.00
ADVANCED SPORTSWEAR, INC.	54882	12/31/2017	11/1/17	101.45.3300.419.60045	24.00
AFSCME COUNCIL 5	INV0070593	01/05/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0070594	01/05/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	858.55
AFSCME COUNCIL 5	INV0070595	01/05/2018	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	92.00
AGASSIZ SEED & SUPPLY	INV11994	12/31/2017	CITYO55077	101.44.6000.451.60065	624.00
ARROW PEST CONTROL	9/8/17	12/31/2017	9/18/17	101.43.5200.443.30700	68.00
BAUER, NANCY	17-13	12/31/2017	12/4/17 COUNCIL SESSION	101.41.1100.413.30700	300.00
BAUER, NANCY	18-01	01/16/2018	1/8/18	101.41.1100.413.30700	75.00
BETTS, BETH	1075	12/31/2017	12/20/17	101.44.6000.451.30700	1,383.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003835	12/31/2017	12/28/17	101.42.4000.421.30700	280.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003837	12/31/2017	12/29/17	101.42.4000.421.30700	200.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003840	01/16/2018	1/3/18	101.41.1100.413.30500	290.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 A. BRAVO	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	610.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 F. MARTIN	01/03/2018	REGISTRATION - 1/3/18	101.45.3300.419.50080	340.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 J. CHAMBERS	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	270.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 J. VERDEJA	01/03/2018	BUILDING OFFICIALS REGISTRATION	101.45.3300.419.50080	645.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 S. JOHNSON	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	575.00
CENTURY LINK	12/19/17 651 455 9072 782	12/31/2017	651 455 9072 782	101.42.4200.423.50020	81.02
CITY OF MINNEAPOLIS RECEIVABLES	400451001653	12/31/2017	612005356	101.42.4000.421.30700	1,482.30
CLAREY'S SAFETY EQUIPMENT	174893	12/31/2017	090515	101.43.5200.443.60045	450.00
COMCAST	1/5/18 8772 10 591 035952	01/16/2018	8772 10591 0359526	101.42.4200.423.30700	10.54
CRAWFORD DOOR SALES COMPANY	28303	12/31/2017	4373	101.42.4200.423.40040	213.25
CULLIGAN	12/31/17 157-98459100-6	12/31/2017	157-98459100-6	101.42.4200.423.60065	84.60
CW TECHNOLOGY	CW42832	12/31/2017	CIGH0001	101.45.3000.419.40044	222.67
CZECK LAWN CARE AND SNOW SERVICE	1144	12/31/2017	12/20/17	101.43.5200.443.40046	4,837.50
DAJ ENTERPRISES LLC	5203	12/31/2017	12/16/17	101.44.6000.451.60030	8,750.00
DAKOTA COMMUNICATIONS CENTER	IGH2018-02	01/16/2018	FEBRUARY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IGH2018-02	01/16/2018	FEBRUARY 2018	101.42.4200.423.70502	5,907.50
DAKOTA COMMUNICATIONS CENTER	IG2018-01	01/16/2018	JANUARY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-01	01/16/2018	JANUARY 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.30700	5,434.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.50070	3,261.77
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.70501	18,000.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4200.423.50070	7,323.04
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.30700	5,434.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.50070	10,584.81
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.70501	18,000.00
EDAM	2018 RENEWAL	01/16/2018	2018 MEMBERSHIP RENEWAL	101.45.3000.419.50070	295.00
EFTPS	INV0070617	01/05/2018	FEDERAL WITHHOLDING	101.203.2030200	53,668.03
EFTPS	INV0070619	01/05/2018	MEDICARE WITHHOLDING	101.203.2030500	13,122.08
EFTPS	INV0070620	01/05/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	36,738.64
EFTPS	INV0070621	01/05/2018	FEDERAL WITHHOLDING	101.203.2030200	2,077.09
EFTPS	INV0070623	01/05/2018	MEDICARE WITHHOLDING	101.203.2030500	941.32
EFTPS	INV0070624	01/05/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,212.10
EMERGENCY RESPONSE SOLUTIONS	10030	12/31/2017	12/31/17	101.42.4200.423.60040	58.68
EMERGENCY RESPONSE SOLUTIONS	10037	12/31/2017	12/21/17	101.42.4200.423.60040	1,065.15
EYEMED	163370454	01/09/2018	JANUARY 2018	101.203.2032700	263.79
FEDEX	6-038-96850	12/31/2017	1101-2523-2	101.41.2000.415.50035	76.77
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	101.44.6000.451.50030	593.25
GALLS INC	008932226	12/31/2017	1001727847	101.42.4000.421.60045	118.87
GALLS INC	9618860	12/31/2017	1001727847	101.42.4000.421.60045	5.38
GALLS INC	008965582	12/31/2017	1001727847	101.42.4000.421.60045	35.97
GALLS INC	008965586	12/31/2017	1001727847	101.42.4000.421.60045	18.68
GALLS INC	008965574	12/31/2017	1001727847	101.42.4000.421.60045	143.95
GALLS INC	008985548	12/31/2017	JANUARY 2018	101.42.4000.421.60045	5.38
GALLS INC	009007865	12/31/2017	1001727847	101.42.4000.421.60045	24.99
GALLS INC	009036582	12/31/2017	1001727847	101.42.4000.421.60045	12.99
GALLS INC	9711553	01/09/2018	1001727847	101.42.4000.421.60045	12.99
GALLS INC	9743611	01/16/2018	1001727847	101.42.4000.421.60045	219.95
GENERAL REPAIR SERVICE	65149	12/31/2017	8055	101.44.6000.451.40047	5,415.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070598	01/05/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070599	01/05/2018	HSA ELECTION-SINGLE	101.203.2032500	4,272.45
GENESIS EMPLOYEE BENEFITS, INC	IN1174283	12/31/2017	11/1/17-11/30/17	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.42.4000.421.30550	274.90
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5000.441.30550	16.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3300.419.30550	29.50
HEALTHEAST MEDICAL TRANSPORTATION	17-51433	12/31/2017	12/15/17	101.42.4000.421.30700	85.00
HOME DEPOT USA INC.	221212	01/09/2018	CONTRACTOR LICENSE REFUND	101.45.0000.3219500	50.00
IAPE	OID172873	01/09/2018	LI597814 C425984	101.42.4000.421.50070	50.00
ICMA RETIREMENT TRUST - 457	INV0070600	01/05/2018	ICMA-AGE <49 %	101.203.2031400	6,391.46
ICMA RETIREMENT TRUST - 457	INV0070601	01/05/2018	ICMA-AGE <49	101.203.2031400	4,966.54
ICMA RETIREMENT TRUST - 457	INV0070602	01/05/2018	ICMA-AGE 50+ %	101.203.2031400	1,617.16
ICMA RETIREMENT TRUST - 457	INV0070603	01/05/2018	ICMA-AGE 50+	101.203.2031400	5,829.36
ICMA RETIREMENT TRUST - 457	INV0070604	01/05/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0070614	01/05/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0070615	01/05/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
IGH FIRE RELIEF ASSN	2018 CONTRIBUTION	01/16/2018	2018 CONTRIBUTION	101.42.4200.423.20510	80,475.00
IUOE	INV0070605	01/05/2018	UNION DUES IUOE	101.203.2031000	1,323.84
JCE TREE SERVICES	3747	12/31/2017	12/14/17	101.43.5200.443.40046	13,500.00
KEEPRS, INC	364848-01	12/31/2017	INVERG0009	101.42.4000.421.60045	134.23
KEEPRS, INC	364864-04	12/31/2017	12/20/17	101.42.4200.423.60045	44.99
KEEPRS, INC	364848-02	12/31/2017	INVERG0009	101.42.4000.421.60045	64.99
KENISON, TERRI	DECEMBER 2017	12/31/2017	DECEMBER 2017	101.42.4200.423.30700	850.00
LELS	INV0070606	01/05/2018	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0070616	01/05/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L(	43914	12/31/2017	106325	101.42.4000.421.70501	402.50
LOCAL GOVERNMENT INFORMATION SYSTEM (L(	43965	12/31/2017	106325	101.42.4000.421.70501	1,957.00
M & J SERVICES, LLC	1769	12/31/2017	12/4/17	101.43.5200.443.40046	1,745.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	101.203.2031700	2,537.27
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	101.45.3300.419.20630	16.52
MARTIN-MCALLISTER	11348	12/31/2017	INV001	101.41.1100.413.30500	1,000.00
METRO CITIES	35	01/16/2018	2018 MEMBERSHIP	101.41.1000.413.50070	10,159.00
METROPOLITAN AREA MGMT ASSOC.	2700	01/09/2018	2018 MEMBERSHIP	101.41.1100.413.50070	45.00
MINNEAPOLIS OXYGEN CO.	00019316	12/31/2017	01910	101.42.4200.423.30700	64.79
MINNESOTA CIT OFFICERS ASSOCIATION	150	12/31/2017	9/29/17	101.42.4000.421.50080	625.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070596	01/05/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070597	01/05/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.207.2070100	1,539.80
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.207.2070100	3,217.45
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.41.0000.3414000	(30.80)
MN DEPT OF LABOR & INDUSTRY	ABR0179665I	01/16/2018	00000012982	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	INV0070607	01/05/2018	LETTER ID: L2120238272 - BRAVO	101.203.2031900	462.26
MN DEPT OF REVENUE	INV0070618	01/05/2018	STATE WITHHOLDING	101.203.2030300	20,668.83
MN DEPT OF REVENUE	INV0070622	01/05/2018	STATE WITHHOLDING	101.203.2030300	808.81
MN GLOVE & SAFETY, INC.	306290	12/31/2017	CTINVE	101.43.5200.443.60045	69.95
MN GLOVE & SAFETY, INC.	306441	12/31/2017	CTINVE	101.43.5200.443.60045	74.98
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	POLICY #0027324	101.203.2030900	3,510.60
MN NCPERS LIFE INSURANCE	JAN. 2018	01/09/2018	JANUARY 2018	101.203.2031600	320.00
MOORE MEDICAL LLC	99738422	12/31/2017	21185816	101.42.4200.423.60065	276.43
NATURE CALLS, INC.	25541	12/31/2017	NOVEMBER 2017	101.44.6000.451.40065	348.00
NELCOM CORP	29378	12/31/2017	12/18/17	101.42.4000.421.40042	1,857.39
NORTHERN STAR COUNCIL	2018 RENEWAL	01/09/2018	LEARNING FOR LIFE RENEWAL	101.42.4200.423.50070	528.00
NRG ENERGY INC	000856778300	12/31/2017	008000127767	101.43.5400.445.40020	1,175.31
NRG ENERGY INC	000856778300	12/31/2017	008000127767	101.44.6000.451.40020	23.11
NRG ENERGY INC	000856778304	12/31/2017	008000127768	101.43.5400.445.40020	823.95
NRG ENERGY INC	000856778304	12/31/2017	008000127768	101.44.6000.451.40020	45.07
NRG ENERGY INC	000856778305	12/31/2017	008000130189	101.44.6000.451.40020	129.70
OXYGEN SERVICE COMPANY, INC	03393057	12/31/2017	04394	101.42.4000.421.60065	32.61
PERA	INV0070608	01/05/2018	PERA COORDINATED PLAN	101.203.2030600	35,967.16
PERA	INV0070609	01/05/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,760.15
PERA	INV0070610	01/05/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0070611	01/05/2018	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0070612	01/05/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,599.64
PERA	INV0070613	01/05/2018	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	23,399.37
PETTY CASH - POLICE	12/31/17	12/31/2017	PETTY CASH REQUEST	101.41.1100.413.60065	4.99
PETTY CASH - POLICE	12/31/17	12/31/2017	PETTY CASH REQUEST	101.45.3300.419.60040	21.41
RESCUEPAX, LLC	263 B	12/31/2017	UNDERPAID 263	101.42.4200.423.30700	2,700.00
SAND CREEK GROUP LTD	95795	01/16/2018	1/9/18	101.42.4200.423.30700	2,225.00
SENSIBLE LAND USE COALITION	12/29/17	12/31/2017	REGISTER - T. LINK, A. HUNTING, H. E	101.45.3000.419.50080	44.00
SENSIBLE LAND USE COALITION	12/29/17	12/31/2017	REGISTER - T. LINK, A. HUNTING, H. E	101.45.3200.419.50080	88.00
SENSIBLE LAND USE COALITION	2018 MEMBERSHIP	01/09/2018	MEMBERSHIP 2018 REGISTRATION	101.45.3000.419.50070	200.00
SENSIBLE LAND USE COALITION	2018 MEMBERSHIP B	01/16/2018	2018 MEMBERSHIP	101.45.3000.419.50070	50.00
SERVIN PLUMBING	219508	12/31/2017	PL 2017-4468	101.45.0000.3222000	74.00
SEXTON COMPANY, THE	273444	12/31/2017	8096	101.41.1100.413.50032	210.00
SEXTON PRINTING INC	273436	12/31/2017	8096	101.41.1100.413.50032	3,363.00
SKILLSOFT CORPORATION	0000194706	01/16/2018	CUS020273	101.41.1100.413.30700	4,744.76
SPRINT	842483314-193	12/31/2017	Telephone	101.45.3000.419.50020	34.99
SPRINT	842483314-193B	12/31/2017	Telephone	101.41.1100.413.50020	(1.17)
STATE OF MN - CRIMINAL APPREHENSION	000000453760	12/31/2017	00000012981	101.42.4000.421.40044	390.00
THOMSON REUTER - WEST	837450225	12/31/2017	1000197212	101.42.4000.421.30700	199.56
TRACKER PRODUCTS LLC	TPINV-001502	12/31/2017	11/20/17	101.42.4000.421.60065	274.46
TRACKER PRODUCTS LLC	TPINV-001572	01/09/2018	1/4/18	101.42.4000.421.60065	2,470.00
TYLER TECHNOLOGIES, INC	025-209259	01/09/2018	41443	101.41.2000.415.40044	33,389.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES, INC	025-209761	01/09/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0078613-MN	12/31/2017	006745	101.41.1100.413.30500	135.00
ULINE	93548995	12/31/2017	11966814	101.45.3300.419.50030	409.64
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	101.44.6000.451.60045	24.47
VALLEY IMAGES PHOTOGRAPHY - MARK D. BAUE	15520	01/16/2018	1/2/18	101.42.4000.421.30700	50.00
VERIFIED CREDENTIALS, INC.	274913	12/31/2017	12/31/17	101.41.1000.413.30700	85.00
VERIFIED CREDENTIALS, INC.	274919	12/31/2017	12/31/17	101.41.1100.413.30500	399.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.42.4000.421.50020	834.91
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.42.4200.423.50020	700.28
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5000.441.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5100.442.50020	297.34
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5200.443.50020	369.54
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.44.6000.451.50020	445.26
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.45.3300.419.50020	297.18
VERIZON WIRELESS	9798723113	12/31/2017	942147853-00001	101.42.4000.421.50020	570.42
VIKING ELECTRIC SUPPLY	S000358383.001	01/16/2018	5132	101.42.4200.423.40040	13.32
VOLUNTEER FIREFIGHTERS BENEFIT	2018 APPLICATION	12/31/2017	2018 APPLICATION	101.42.4200.423.50070	33.00
ZEE MEDICAL SERVICE	54113481	12/31/2017	12/21/17	101.42.4000.421.60065	367.60
Fund: 101 - GENERAL FUND					**639,430.26**
ENDORSE COMMUNICATIONS LLC	731	12/31/2017	12/29/17	201.44.1600.465.50025	56.25
ENSEMBLE CREATIVE & MARKETING	IGHI22017	12/31/2017	DECEMBER 2017	201.44.1600.465.50025	1,617.00
MN ASSOC OF CONVENTION & VISITORS	12	01/09/2018	2018 MEMBERSHIP RENEWAL	201.44.1600.465.50070	385.00
PIONEER PRESS	1117563204	12/31/2017	563204	201.44.1600.465.50025	7,550.00
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-0118	01/09/2018	2018	201.44.1600.465.50025	1,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.30700	1,540.81
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.50030	37.04
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.50035	18.29
RIVER HEIGHTS CHAMBER OF COMMERCE	8607	12/31/2017	12/21/17	201.44.1600.465.30700	3,709.75
RIVER HEIGHTS CHAMBER OF COMMERCE	8607	12/31/2017	12/21/17	201.44.1600.465.40065	250.00
Fund: 201 - C.V.B. FUND					**16,164.14**
ANDREW L. SOLTVEDT	1085	12/31/2017	12/10/17	204.44.6100.452.30700	490.00
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	204.44.6100.452.50030	4,523.53
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	204.44.6100.452.30550	14.69
IGH SENIOR CLUB	10/23/17	12/31/2017	MEMBERSHIPS SEPTEMBER 2017	204.227.2271000	40.00
IGH SENIOR CLUB	11/6/17	12/31/2017	MEMBERSHIPS OCTOBER 2017	204.227.2271000	64.00
IGH SENIOR CLUB	12/1/17	12/31/2017	MEMBERSHIPS NOVEMBER 2017	204.227.2271000	216.00
IGH SENIOR CLUB	NOVEMBER 2017	12/31/2017	NOVEMBER 2017	204.227.2271000	64.00
REVOLUTIONARY SPORTS, LLC	IGH-2	12/31/2017	SEPTEMBER 2017	204.44.6100.452.30700	572.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	204.44.6100.452.50020	51.50
Fund: 204 - RECREATION FUND					**6,035.72**
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	205.44.6200.453.40020	790.02
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	205.44.6200.453.40020	942.30
ANDREW L. SOLTVEDT	1084	12/31/2017	12/10/17	205.44.6200.453.30700	210.00
ANDREW L. SOLTVEDT	1085	12/31/2017	12/10/17	205.44.6200.453.30700	490.00
EZ FITNESS SOLUTIONS, LLC	17-0008	12/31/2017	12/22/17	205.44.6200.453.40042	750.00
FARLEY, PAT	12/29/17	12/31/2017	REFUND - LOW ENROLLMENT	205.44.0000.3493501	39.00
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	205.44.6200.453.50030	6,451.59
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	205.44.6200.453.50035	12.66
GAISBAUER, CHARITY	1/5/18	01/16/2018	REFUND - LOW ENROLLMENT	205.44.0000.3493501	59.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	38.19
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	3.50
HEALTHY CONTRIBUTIONS LLC	11/1/17	12/31/2017	IND11359	205.44.6200.453.70600	15.15
HUEBSCH SERVICES	4003412	01/16/2018	92965	205.44.6200.453.40040	66.14
HUEBSCH SERVICES	4003412	01/16/2018	92965	205.44.6200.453.40040	282.01
IGH SENIOR CLUB	10/23/17	12/31/2017	MEMBERSHIPS SEPTEMBER 2017	205.44.0000.3493501	43.92
IGH SENIOR CLUB	11/6/17	12/31/2017	MEMBERSHIPS OCTOBER 2017	205.44.0000.3493501	853.00
IGH SENIOR CLUB	NOVEMBER 2017	12/31/2017	NOVEMBER 2017	205.44.0000.3493501	830.00
IND SCHOOL DISTRICT 197 DAKOTA CITY	11/17/17	12/31/2017	DAYTRIPPERS THEATRE	205.44.6200.453.50090	1,534.00
MARK F. MORAN	11/19/17	12/31/2017	ANTIQUE APPRAISAL EVENT	205.44.6200.453.30700	400.00
MEDICINE LAKE TOURS	12/6/17	12/31/2017	12/10/17	205.44.6200.453.50090	1,170.00
MILLER'S ELECTRIC	578	01/16/2018	1/4/18	205.44.6200.453.40040	390.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	79.35
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	69.35
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	69.36
VERIZON WIRELESS	9798670814B	12/31/2017	Telephone	205.44.6200.453.50020	(6.98)
Fund: 205 - COMMUNITY CENTER					**15,671.86**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	290.45.3000.419.30550	1.47
RIVER HEIGHTS CHAMBER OF COMMERCE	8326	01/09/2018	1/1/18	290.45.3000.419.50070	182.71
SRF CONSULTING GROUP, INC	10329.00-2	12/31/2017	9/30/17	290.45.3000.419.30700	813.75
SRF CONSULTING GROUP, INC	10329.00-3	12/31/2017	10/31/17	290.45.3000.419.30700	2,902.88
SRF CONSULTING GROUP, INC	10329.00-4	12/31/2017	2018 MEMBERSHIP RENEWAL	290.45.3000.419.30700	5,310.29
Fund: 290 - EDA OPERATING					**9,211.10**
EVERGREEN LAND SERVICES	00-11893	12/31/2017	10/31/17	291.45.3000.419.30700	852.43
REPUBLIC SERVICES	0923-003377277	12/31/2017	3-0923-0064448	291.45.3000.419.30700	157.60
REPUBLIC SERVICES	0923-003447413	12/31/2017	3-0923-0064448	291.45.3000.419.30700	498.16
Fund: 291 - EDA ACQUISITIONS					**1,508.19**
WELLS FARGO BANK	1523426	01/16/2018	75163200	362.57.9000.570.90300	113.74
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					**113.74**
WELLS FARGO BANK	1523426	01/16/2018	75163200	363.57.9000.570.90300	292.00
Fund: 363 - G.O. SEWER REFUND 2014B					**292.00**
WELLS FARGO BANK	1523426	01/16/2018	75163200	364.57.9000.570.90300	344.26
Fund: 364 - G.O. IMPR REFUND 14B (08A)					**344.26**
WELLS FARGO BANK	1523539	01/09/2018	75163200	368.57.9000.570.90300	1,000.00
Fund: 368 - G.O. SEWER REVENUE REFUND 2017A					**1,000.00**
REHDER & ASSOCIATES INC	6355	12/31/2017	12/15/17	434.42.4200.423.30700	68.38
Fund: 434 - 2014 IMPROVEMENT FUND					**68.38**
BARR ENGINEERING COMPANY	23190328.16-21	12/31/2017	2016 PROJECT REVIEWS	437.73.5900.737.30700	572.95
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO. 4	12/31/2017	PROJECT 2017-05	437.44.5900.737.80200	5,201.96
EVERGREEN LAND SERVICES	00-11904	01/16/2018	1/4/18	437.44.5900.737.30700	3,176.31
KIMLEY-HORN & ASSOCIATES, INC.	10231630	12/31/2017	3022	437.44.5900.737.30300	4,605.69
KIMLEY-HORN & ASSOCIATES, INC.	10478658	12/31/2017	160509033.3	437.44.5900.737.30300	15,507.77
MAERTENS-BRENNY CONSTRUCTION COMPANY	PAY REQUEST NO. 2	12/31/2017	CITY PROJECT NO. 2017-05	437.44.5900.737.80200	3,645.63
MAERTENS-BRENNY CONSTRUCTION COMPANY	PAY REQUEST NO. 3	12/31/2017	PROJECT NO. 2017-05	437.44.5900.737.80200	2,475.00
WENCK ASSOCIATES, INC.	11709229	01/16/2018	B3619-0002	437.73.5900.737.30300	1,760.80
Fund: 437 - 2017 IMPROVEMENT FUND					**36,946.11**
GERTENS	18228/6	12/31/2017	103566	441.74.5900.741.60065	420.50
GERTENS	18568/6	12/31/2017	103566	441.74.5900.741.60065	48.00
GERTENS	19894/6	12/31/2017	103566	441.74.5900.741.60065	51.00
GERTENS	20162/6	12/31/2017	103566	441.74.5900.741.60065	451.50
GERTENS	20171/6	12/31/2017	103566	441.74.5900.741.60065	22.00
GERTENS	K19788/6	12/31/2017	103566	441.74.5900.741.60065	117.25
MN POLLUTION CONTROL AGENCY	1/9/18	01/16/2018	MS4 GENERAL STORMWATER PERMI	441.74.5900.741.30700	400.00
Fund: 441 - STORM WATER MANAGEMENT					**1,510.25**
ELEMENT MATERIALS TECHNOLOGY ST. PAUL, I	ESP0129500IN	12/31/2017	00007085	446.74.5900.746.30300	4,000.00
WSB & ASSOCIATES, INC.	10/17/17 0-001702-260	12/31/2017	0-001702-260	446.74.5900.746.30300	727.50
WSB & ASSOCIATES, INC.	10/17/17 0-001702-260	12/31/2017	0-001702-260	446.74.5900.746.30300	3,080.00
WSB & ASSOCIATES, INC.	11/29/17 1	12/31/2017	R-011096-000	446.74.5900.746.30300	2,526.50
WSB & ASSOCIATES, INC.	11/29/17 2	12/31/2017	R-010829-000	446.74.5900.746.30300	418.00
WSB & ASSOCIATES, INC.	12/29/17 7	12/31/2017	0-003599-000	446.74.5900.746.30300	24,640.50
WSB & ASSOCIATES, INC.	12/29/17 7	12/31/2017	0-003599-000	446.74.5900.746.30300	9,471.50
Fund: 446 - NW AREA					**44,864.00**
SEAN PATRICK BUTTS	7711.1	12/31/2017	12/15/17	448.74.5900.748.30700	600.00
Fund: 448 - NWA - STORM WATER					**600.00**
CITY OF BLOOMINGTON	1700237	12/31/2017	12/29/17	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	501.50.7100.512.30550	45.23
GOPHER STATE ONE-CALL	7120467	12/31/2017	MN00435	501.50.7100.512.30700	189.00
MN GLOVE & SAFETY, INC.	306389	12/31/2017	CTINVE	501.50.7100.512.60045	159.95
NRG ENERGY INC	000856764940	12/31/2017	008000130189	501.50.7100.512.40020	14,654.19
NRG ENERGY INC	000856778300	12/31/2017	008000127767	501.50.7100.512.40020	2,191.15
NRG ENERGY INC	000856778304	12/31/2017	008000127768	501.50.7100.512.40020	1,949.47
NRG ENERGY INC	000856778305	12/31/2017	008000130189	501.50.7100.512.40020	9,555.66
OTIS ELEVATOR COMPANY	CL65002118	12/31/2017	283520	501.50.7100.512.30700	1,214.32
PIONEER POWER, INC.	1801005	01/16/2018	1801005	501.50.7100.512.40042	79,486.50
SPRINT	842483314-193	12/31/2017	Telephone	501.50.7100.512.50020	70.58
TKDA	002017005185	12/31/2017	0015781.002	501.50.7100.512.30700	1,523.98
TYLER TECHNOLOGIES, INC	025-211131	12/31/2017	41443	501.50.7100.512.70440	849.38
VALLEY-RICH CO, INC	25069	12/31/2017	IGH	501.50.7100.512.60016	3,180.72
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	501.50.7100.512.50020	267.84
Fund: 501 - WATER UTILITY FUND					**115,757.97**
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001075644	12/31/2017	5084	502.51.7200.514.40015	158,711.74
METROPOLITAN COUNCIL	0001076818	01/16/2018	5084	502.51.7200.514.40015	158,711.74
MN POLLUTION CONTROL AGENCY	2018 OPERATORS CONF	01/16/2018	2018 OPERATORS CONFERENCE RE	502.51.7200.514.50080	1,560.00
NRG ENERGY INC	000856778300	12/31/2017	008000127767	502.51.7200.514.40020	8.61
NRG ENERGY INC	000856778304	12/31/2017	008000127768	502.51.7200.514.40020	85.20
TYLER TECHNOLOGIES, INC	025-211131	12/31/2017	41443	502.51.7200.514.70440	849.37
Fund: 502 - SEWER UTILITY FUND					**319,949.89**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8600.527.30550	18.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	503.52.8000.521.20630	(9.66)
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	503.52.8600.527.20630	6.95
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	103566	503.52.8000.521.20620	3.13
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	POLICY #0027324	503.52.8600.527.20620	3.63
NRG ENERGY INC	000856778300	12/31/2017	008000127767	503.52.8600.527.40020	5.02
OFFICE OF THE SECRETARY OF STATE	1/9/18	01/09/2018	1/9/18	503.52.8500.526.50070	750.00
SOUTH BAY DESIGN	010118	01/16/2018	JAN 2018	503.52.8500.526.50025	255.00
UNIFIRST CORPORATION	090 0397489	12/31/2017	0158268	503.52.8600.527.60045	63.62
UNIFIRST CORPORATION	090 0399731	01/16/2018	1258268	503.52.8600.527.60045	64.67
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	503.52.8500.526.50020	162.68
VGM CLUB	854844	01/16/2018	1/1/18	503.52.8500.526.50070	160.00
Fund: 503 - INVER WOOD GOLF COURSE					**1,490.04**
EHLERS AND ASSOCIATES, INC.	75994	12/31/2017	75994	511.50.7100.512.30150	55.00
Fund: 511 - NWA - WATER					**55.00**
EHLERS AND ASSOCIATES, INC.	75994	12/31/2017	75994	512.51.7200.514.30150	55.00
Fund: 512 - NWA - SEWER					**55.00**
BJORKLUND COMPENSATION CONSULTING, LLC	00003833	12/31/2017	CITY PROJECT 2017-05	602.00.2100.415.30700	1,531.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	602.00.2100.415.30550	1.27
Fund: 602 - RISK MANAGEMENT					**1,532.27**
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004121116	12/31/2017	14649	603.140.1450050	218.50
BETTS, BETH	1075	12/31/2017	12/20/17	603.00.5300.444.40040	399.30
CLAREY'S SAFETY EQUIPMENT	174885	12/31/2017	090515	603.00.5300.444.60011	233.83
FACTORY MOTOR PARTS COMPANY	1-Z13061	12/31/2017	10799	603.140.1450050	229.30
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	603.00.5300.444.30550	12.74
INVER GROVE FORD	5244582	12/31/2017	12/21/17	603.00.5300.444.40041	52.89
KIMBALL MIDWEST	6052580	12/31/2017	222006	603.00.5300.444.60012	404.92
MACQUEEN EMERGENCY GROUP	W00420	12/31/2017	INVER003	603.00.5300.444.40041	239.26
MACQUEEN EMERGENCY GROUP	W00421	12/31/2017	INVER003	603.00.5300.444.40041	181.70
MACQUEEN EMERGENCY GROUP	W00422	12/31/2017	INVER003	603.00.5300.444.40041	230.00
METRO JANITORIAL SUPPLY INC	11014664	12/31/2017	12/21/17	603.00.5300.444.60011	539.23
METRO JANITORIAL SUPPLY INC	11014668	12/31/2017	12/29/17	603.00.5300.444.60011	240.03
MID CITY SERIVCES, INC.	78008	12/31/2017	12/22/17	603.00.5300.444.40065	45.75
MTI DISTRIBUTING CO	1129390-00	12/31/2017	91180	603.00.5300.444.40041	431.94
NRG ENERGY INC	000856764940	12/31/2017	008000130189	603.00.5300.444.40020	2,321.96
NRG ENERGY INC	000856778305	12/31/2017	008000130189	603.00.5300.444.40020	1,275.26
NUSS TRUCK AND EQUIPMENT	4539271P	12/31/2017	38679B	603.00.5300.444.40041	587.89
NUSS TRUCK AND EQUIPMENT	CM4539271P	12/31/2017	38679B	603.00.5300.444.40041	(115.00)
O' REILLY AUTO PARTS	1767-300633	12/31/2017	1578028	603.140.1450050	125.83
O' REILLY AUTO PARTS	1767-304086	12/31/2017	1578028	603.00.5300.444.40041	125.49
O' REILLY AUTO PARTS	1767-304526	12/31/2017	1578028	603.00.5300.444.40041	(3.57)
O' REILLY AUTO PARTS	1767-304632	12/31/2017	1578028	603.00.5300.444.40041	225.08
O' REILLY AUTO PARTS	1767-304633	12/31/2017	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-304634	12/31/2017	1578028	603.00.5300.444.60012	16.99
O' REILLY AUTO PARTS	1767-304647	12/31/2017	1578028	603.00.5300.444.40041	57.99
O' REILLY AUTO PARTS	1767-304684	12/31/2017	1578028	603.140.1450050	39.36
O' REILLY AUTO PARTS	1767-304781	12/31/2017	1578028	603.00.5300.444.40041	159.98
O' REILLY AUTO PARTS	1767-304838	12/31/2017	1578028	603.00.5300.444.60012	7.99
O' REILLY AUTO PARTS	1767-304927	12/31/2017	1578028	603.00.5300.444.40041	37.71
O' REILLY AUTO PARTS	1767-304930	12/31/2017	1578028	603.00.5300.444.40041	28.62
O' REILLY AUTO PARTS	1767-305612	12/31/2017	1578028	603.00.5300.444.60040	5.99
O' REILLY AUTO PARTS	1767-305634	12/31/2017	1578028	603.00.5300.444.40041	199.68
O' REILLY AUTO PARTS	1767-304505	01/08/2018	1578028	603.00.5300.444.40041	3.57
POMP'S TIRE SERVICE, INC.	980044629	12/31/2017	4502557	603.00.5300.444.60014	212.00
POMP'S TIRE SERVICE, INC.	980044641	12/31/2017	4502557	603.00.5300.444.60014	1,200.00
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	603.00.5300.444.40065	170.17
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	603.00.5300.444.60045	49.53
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	603.00.5300.444.50020	109.88
Fund: 603 - CENTRAL EQUIPMENT					**10,345.59**
US BANK	347522765	12/31/2017	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					**2,555.00**
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	605.00.7500.460.40020	492.46
BETTS, BETH	1075	12/31/2017	12/20/17	605.00.7500.460.30700	863.70
CULLIGAN	12/31/17 157-98503022-8	12/31/2017	157-98503022-8	605.00.7500.460.60011	69.05
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3995396	12/31/2017	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4003411	01/16/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	12/28/17	12/31/2017	UTILITY MAILING	605.00.7500.460.50035	1,039.60
Fund: 605 - CITY FACILITIES					**2,704.75**
CDW GOVERNMENT INC	KXB3970	12/31/2017	2394832	606.00.1400.413.80610	297.62
CDW GOVERNMENT INC	KZC3162	12/31/2017	2394832	606.00.1400.413.80610	118.69
CDW GOVERNMENT INC	KZF7051	12/31/2017	2394832	606.00.1400.413.80610	268.09
CDW GOVERNMENT INC	KZM4583	12/31/2017	2394832	606.00.1400.413.80610	57.45
CDW GOVERNMENT INC	KZT8232	12/31/2017	2394832	606.00.1400.413.80610	70.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CDW GOVERNMENT INC	LBT2608	12/31/2017	2394832	606.00.1400.413.80610	86.60
CDW GOVERNMENT INC	LCP1953	12/31/2017	2394832	606.00.1400.413.80610	1,823.59
CDW GOVERNMENT INC	LCX1368	12/31/2017	2394832	606.00.1400.413.80610	144.21
CDW GOVERNMENT INC	LDL5830	12/31/2017	2394832	606.00.1400.413.80610	(118.69)
CDW GOVERNMENT INC	LDS1326	12/31/2017	2394832	606.00.1400.413.80610	1,056.44
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	606.00.1400.413.30550	25.70
HARRIS COMPUTER SYSTEMS	CT035988	12/31/2017	INV1100	606.00.1400.413.80620	17,780.50
MATRIX COMMUNICATIONS, INC.	209577 B	12/31/2017	6330	606.00.1400.413.30700	3.00
OFFICE OF MN. IT SERVICES	DV17120495	01/16/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	29163	01/16/2018	INVER	606.00.1400.413.30700	37,253.03
Fund: 606 - TECHNOLOGY FUND					**59,176.31**
ANOKA COUNTY SHERIFF'S DEPT	175111	01/09/2018	ASHLEY MARIE FAVORS	702.229.2291000	150.00
BARR ENGINEERING COMPANY	23190328.16-21	12/31/2017	2016 PROJECT REVIEWS	702.229.2296102	577.04
BOCKSTRUCK, JANE	11/30/17	12/13/2017	ESCROW RELEASE 1784 86TH CT	702.229.2292102	1,000.00
CULLIGAN	12/31/17 157-98473242-8	12/31/2017	157-98473242-8	702.229.2286300	30.85
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	702.229.2307200	296.63
HENNEPIN COUNTY DISTRICT COURT	70VB17162271	01/03/2018	LEON DIAMOND III	702.229.2291000	318.00
KAMISH EXCAVATING	1/5/18	01/09/2018	ESCROW RELEASE - 3220 57TH ST E	702.229.2285402	1,500.00
ROLFER, MITCHEL	12/20/17	12/31/2017	HOLIDAY LIGHTS - 2ND PLACE	702.229.2307200	100.00
SCHWEGEL, LES	12/20/17	12/31/2017	HOLIDAY LIGHTS CONTEST - 1ST PLA	702.229.2307200	150.00
SCOTT COUNTY CLERK OF COURT	17432275	01/03/2018	FELICIA REITER	702.229.2291000	78.00
YESCAVAGE, RYLEE	12/20/17	12/31/2017	HOLIDAY LIGHTS - HONORABLE MEN	702.229.2307200	25.00
Fund: 702 - ESCROW FUND					**4,225.52**
Grand Total					**1,291,607.35**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS | **REQUEST FOR COUNCIL ACTION**

Consider Hiring WSB Inc. for Heritage Village Park Phase I Design and Bidding Services

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve a contract with WSB to provide final design, bidding, and administration for the Phase I development at Heritage Village Park for improvements related to a future dog park. The recommendation includes:

- Phase I improvements include: parking lot, fencing, lighting, overhead powerline burial for a future dog park (see attached budget estimate)
- Hire WSB Inc. in an hourly not to exceed amount of $54,850 (see attached proposal from WSB)
- No City utility work is included at this time but will be considered in future phases of development
- No Regional Trail work is included at this time but will be considered in future phases of development
- No site amenities are included at this time
- Funding of the proposed improvements is recommended as follows:

State of MN Grant SG 2010-049 - No Match Required	$331,000
State of MN Grant SG-04273 - Match Required 1:1	$197,755
City 1:1 Match for Dog Park Work (402 Fund)	$197,755
	$726,510

The Park and Recreation Commission is recommending approval.

SUMMARY

A dog park is an amenity that residents have asked for over the last several years with the first discussion about an off-leash dog park at a Park and Recreation Commission meeting in 2009. The Census Bureau and the American Veterinary Medical Association estimates that there are 8,000 dogs in Inver Grove Heights. The term "dog park" is generally used where the purpose and design of the park is such as to invite dogs, often in an unleashed environment. Dogs are popular and people want a safe place to socialize and exercise their dogs.

Off-leash parks offer substantial benefits as a way for dog and owner to get exercise and meet new friends. Dog parks are relatively inexpensive to maintain, have no significant history of claims and have generally been thought to be successful where they have been created. Dog parks are created for both dogs and their owners and are comparable to a family going to the park to have their children play on the playground equipment and having an opportunity for the adults visiting the park to get to know one another in a social setting.

There is an active group of residents called "Friends of the IGH Dog Park" which was formed to help the City pursue a dog park for the community. This group intends on being involved with operations, policies and procedures, and funding. The groups number one goal is to work with the City and have the City build a basic dog park. The group plans to make improvements to the park over time using fundraising and donations.

WSB Inc. has submitted a proposal to include:

Final Site Design/Construction Documents	$25,300
MPCA File Review	$3,200
Geotechnical/Soil Borings	$10,150
Storm Water	$11,100
Bidding Services	$3,000
Survey	$2,100
Total	**$54,850**

Other issues associated with a potential dog park include:

Insurance
Staff has made contact with the League of MN Cities Insurance Trust and they indicated that our insurance premiums will not be impacted should we add a dog park.

Permit Application
Dog owners wanting to use the dog park would need to fill out an application (Attachment C) on an annual basis. During the application process City staff would check to make sure the dog is licensed and vaccinated.

Rules
Working with the "Friends Group", the City would establish rules for use of the dog park and they would need to be adopted by the City Council. A draft set of rules are attached as Attachment D.

It is important to point out that if/when a dog park is added, the "new" amenities will create a need to add more funding for the Park Capital Replacement Fund (Fund 444) of approximately $10,000 - $15,000 per year.

Probable Operational Expenses

Activity	**Description**	**Probable Cost**
Mowing	26 weeks x 2 hours x $28.00	$1,500
Trash Removal (summer)	32 weeks x 4 hours x $17.00	$2,200
Trash Removal (winter)	20 weeks x 3 hours x $39.00	$2,400
Miscellaneous staff time	52 weeks x 2 hour per week x $28.00	$2,900
Miscellaneous	Fence, bench, trash can, tables, parking lot, signage, lighting etc.	$2,000
Portable Toilet	12 months x $54/month	$1,000
Total		**$12,000**

Probable Operational Revenue

Category	Description	Probable Revenue
Annual Passes	300 x $20	$6,000
Daily Passes	100 x $5	$500
Donations		$1,500
Total		**$8,000**

Ordinance Amendment(s)

The City's current park ordinances don't allow dogs to be off-leash. It will be necessary to amend our City ordinance to allow for dogs to be off-leash as long as they are in a City sponsored dog park.

701 Xenia Avenue South | Suite 300 | Minneapolis, MN 55416 | (763) 541-4800

January 12, 2018

Mr. Eric Carlson
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue East
Inver Grove Heights, MN 55076

Re: Professional Services Proposal – Heritage Village Park Phase 1 Development

Dear Mr. Carlson:

I am pleased to submit this letter proposal on behalf of WSB & Associates, Inc. (WSB) to the City of Inver Grove Heights (City) to complete professional design and engineering services for the final design and implementation of Phase 1 development at Heritage Village Park.

PROJECT UNDERSTANDING

It is our understanding that this project is to include the final design, bidding and construction administration of the Phase 1 development at Heritage Village Park, as illustrated in the master plan dated September 2017. The project will include a fenced in dog park area, the initial western piece of the parking lot, and working with the utility company to potentially bury overhead power lines.

The following scope of services is meant to provide the City with the steps necessary to complete a successful phase one implementation plan.

SCOPE OF SERVICES

A. **Final Site Design / Construction Document Development:** This task includes the design steps necessary to develop final plans and specifications suitable for bidding the project for construction, to include the following:

   a. Programming / Design Development: WSB shall confirm the scope of work with the City to carry forward into the final design / construction documents as approved by the City at a project start-up meeting. Preparation of design development plans will then be prepared to confirm materials, layout and construction methods, along with an estimate of probable costs for construction. A design review meeting will be held with the City to review the design development plan and estimate of probable costs prior to proceeding with final plans.

   b. Final Construction Documents: Preparation of final construction documents for the improvements as approved by the City. These documents shall include plans, details and other drawings as necessary, as well as written specifications, in sufficient detail for the City to pursue competitive bids for the construction of the improvements, along with an estimate of probable costs for construction. This task shall include electrical, water service and sanitary service design related directly with the proposed improvements. Plans will also include profile and sections for the trails. Review meetings will be held with the City at the 60% and 90% complete milestone prior to 100% completion.

Task A.1 Fee: $18,800 (site design)
Task A.2 Fee: $4,000 (utilities)
Task A.3 Fee: $2,500 (electrical)

B. **MPCA File Review Services:** Due to historical documentation of contaminations on site and the possibility of disturbing subsequent efforts to cap and fill over the contaminated areas, WSB will conduct a review of the MPCA What's In my Neighborhood (WIMN) database identified two database listings for the Site indicating the presence of a petroleum and/or regulated substance release. WSB will submit a records review request for these files and coordinate an in-person file review at the MPCA's St. Paul, MN office. The following MPCA files will be requested and reviewed as part of this scope:

- Investigation and Cleanup VP11790 – Chicago Rock Island Pacific RR, Inver Grove Heights, MN
- Leak 13163 – Railroad Yard located at NE Corner of Concord & 65, Inver Grove Heights, MN

WSB will prepare a letter report summarizing the results of the MPCA file review findings. The letter report will include pertinent contamination information related to the Site; such as former tank basin and sample location diagrams, contamination results tables, contamination extent figures, and a recommendation for further environmental review and/or investigation (if required). It should be noted that this MPCA file review is not intended to replace or provide the same level of environmental due diligence as a Phase I Environmental Site Assessment performed per ASTM E1527-13. The following is assumed for this scope of work:

- The MPCA files only associated with VP11790 and Leak 13163 will be reviewed.
- The MPCA files will be provided within 3-4 weeks from the request date.
- This file review is not intended to replace a Phase I ESA per ASTM E1527-13.
- This scope does not include Phase II ESA items (e.g. advancement of borings or test pits with analytical testing).

Task B Fee: $3,200

C. **Geotechnical Soil Report and Limited Phase II ESA Services:** WSB will conduct standard penetration soil borings in the general project areas up to a depth of 15-feet. Environmental samples will be taken during the soil boring process and an environmental scientist will be on site during the soil borings for oversight and testing of any suspect soils (debris, staining, vapors, odor, etc.). If unsuitable soils (existing fill, organic soils, etc.) are encountered at the proposed boring termination depth(s), it will be necessary to extend the borings into more competent materials. This will allow us to better evaluate potential construction issues. An additional charge of $30 per lineal foot will be assessed for borings extended beyond their proposed termination depths. If the added work requires an additional mobilization to the site it will be charged at $500 per day.

Note that in Minnesota, a boring that is deeper than 15 feet is considered an environmental well and requires Well Sealing Notification and Sealing Records be submitted to the Minnesota Department of Health, along with a Notification fee. The borings are planned to depths of less than 15 feet, but if they are extended due to the presence of unsuitable soils at planned termination, than additional fees of about $400 will be incurred for MDH forms, MDH fees, and grouting of the onsite borings. WSB will fill out the MDH notification and sealing record forms and sign on behalf of the owner unless directed otherwise.

Information gathered for this project will be used to prepare a geotechnical report. The report will summarize our findings and provide a discussion of subsurface soil and groundwater conditions encountered in our borings and how they may affect the proposed construction of foundations, subsurface walls, slabs and pavements. The report will also provide recommendations for an allowable soil bearing pressure for footing design, along with estimates of groundwater depths/elevations and settlement under our assumed or given structural loads, site grading, and a discussion of soils for use as structural fill and site fill.

Task C.1 Fee: $5,000 (4 borings within existing city park boundaries)
Task C.2 Fee: $5,150 (Limited Phase II ESA)

D. **Water Resources & Permitting:** WSB will develop a hydrologic model for the proposed park improvements and develop appropriate BMP's to meet permit requirements. It is anticipated that the proposed work is out of the 500-year flood plain and that a conditional use permit will not be required as part of this project. It is also assumed that no fill will be required within the 100-year flood plain. WSB will develop a drainage plan for the park improvements to size storm water structures and design appropriate BMP's as required to meet IGH, LMRWMO and NPDES permit requirements for an increase in impervious surfaces within the park. This will include designing to comply with special impaired water requirements of the NPDES permit.

This task also includes the preparation and submittal for project permits to include an NPDES permit, SWPPP plan finalization meeting the NPDES requirements, and a watershed district permit.

Task D.1 Fee: $7,500 (storm water modeling & design)
Task D.2 Fee: $3,600 (permits, assuming no MNDNR Water Appropriations Permit)

E. Bidding: WSB will provide oversight and administration of the project bidding process to include sending out Advertisement for Bid, uploading plans and specs to Quest CDN, responding to questions that arise during the bidding process, preparation of addenda, attending bid opening, tabulation of bids, review of contractor references, and letter of recommendations for selection of contractors. Due to the grant requirements, the bidding process will also include research and contact with contractors in order to meet the DBE requirements for the project.

Task E Fee: $3,000

F. Survey Services: The following survey services will be included:

a. Site topographical survey: WSB will complete a site topographical survey for specific areas of the project extents to include 1 foot contours, spot grades, existing pavements and development, utilities (in concert with as-built information from the City) and existing trees with a 6-inch caliper or greater, for use in the development of construction documents.

Task F Fee: $2,100

G. Additional Services (if needed)

a. **Wetland Delineation & Permitting:**

Task 1: WSB will complete a Level 2 (onsite) wetland investigation within the designated project limits in spring/summer 2018. Wetlands and surface water features (if encountered) will be delineated and characterized. Prior to the site visit, WSB will review Dakota County Soil Survey information, MnDNR Public Waters information, DNR National Wetland Inventory information, FEMA flood zone map, contours, and historic aerial photos for the project area. The wetland delineation will be completed in conformance with the US Army Corps of Engineers (USACE) Wetlands Delineation Manual (US Army Corps of Engineers, 1987) and the Midwest Regional Supplement. The wetland boundary will be surveyed using a sub-meter accuracy GPS unit. Fluorescent pink pin flags will be used to temporarily mark the boundary of the wetlands until approval is received.
$850

Task 2: If wetlands are identified, the information obtained as part of Task 1 will be compiled into a wetland delineation report. This report will be submitted to the City of Inver Grove Heights, the Local Government Unit (LGU), and USACE for their review and approval. The wetland delineation report will include a figure depicting the locations of all delineated wetlands, as well as characterization & classification of wetland types. WSB will explore the possibility of a no-loss determination, as wetlands on the site may be incidental (perhaps not subject to wetland replacement). If any wetlands appear to be incidental, they would be labeled as such in the report, for further review by the City and/or Technical Evaluation Panel.
$1,700

Task 3: Wetland boundary and type concurrence will be requested from the City of Inver Grove Heights. WSB will accompany the LGU in the field for the verification review. The USACE will also provide concurrence of any identified wetland boundaries. WSB will coordinate with the City of Inver Grove Heights to determine whether an approved or preliminary Jurisdictional Determination will be requested from the USACE. A final, approved wetland boundary CAD file will be delivered to the City following LGU and USACE approval.
$350

Task 4: MN Wetland Conservation Act and US Army Corp of Engineers Section 404 Permits (Joint Application). The approved delineated wetland boundaries will be incorporated into project design for wetland impact avoidance and minimization considerations. If impacts are required, WSB will prepare the WCA and Section 404 permits application (Joint Application). A MnDNR public waters works permit is not anticipated, as work is not anticipated to occur within a DNR public waters. WSB will incorporate the avoidance sequencing discussion and assumes wetland replacement (if necessary) will be via an approved wetland bank. Any fees incurred for wetland replacement credits will be the responsibility of the City of Inver Grove Heights.
$2,000

b. **Additional Services -** Services other than those listed in the Scope of Services above and requested and authorized in writing by the City. These services shall be billed on an hourly basis according to the current Hourly Rate Schedule at the time of request.

ASSUMPTIONS AND EXCLUSIONS

The scope of services includes the following assumptions and exclusions related to the project fees.

A. A full Phase 1 ESA is not included but could be performed if needed at an additional fee and would enroll the City into the MPCA's Voluntary Remediation Program for liability assurances.

B. It is assumed there is no "environmental covenant" in place for any of the parcels that have become part of Heritage Village Park that would restrict development on the property. They City may review the "Title for Deed" at the County to determine if there is an environmental covenant in place.

C. If the presence of contamination is found during any excavations or construction work, this will result in extra costs for further investigation, management and disposal, as required. If contamination is found in areas designated for a storm water BMP, infiltration at the BMP will not be allowed and further redesign may be necessary, at an additional cost.

D. If vapor risks are present, the inclusion of vapor barriers under proposed buildings and utility trench areas may be necessary to reduce vapor risks and migration.

E. Survey, Construction Observation and Testing Services are based on assumed hours and will be adjusted based on the final design requirements. It also assumes the Contractor(s) supply necessary information related to labor compliance throughout the construction period.

FEES FOR PROFESSIONAL SERVICES

It is proposed that Tasks be billed on an hourly-not-to-exceed basis according to the following breakdowns:

Task A (Final Design): $25,300
Task B Task (MPCA): ....$ 3,200
Task C (Geotechnical): $10,150
Task D (Water Resources): ..$11,100
Task E (Bidding) ....$ 3,000
Task F (Survey).....................$ 2,100
Total: $54,850

Additional Services: TBD

If you are in agreement with the terms as outlined above, please sign where indicated below and return one copy to our office.

Thank you for this opportunity to propose on this project. If you should have any questions regarding this proposal, please contact me at 763-231-4848.

Sincerely,

WSB & Associates, Inc.

Candace Amberg, RLA
Senior Landscape Architect

City of Inver Grove Heights

Signature:

Name/Title:

Date:

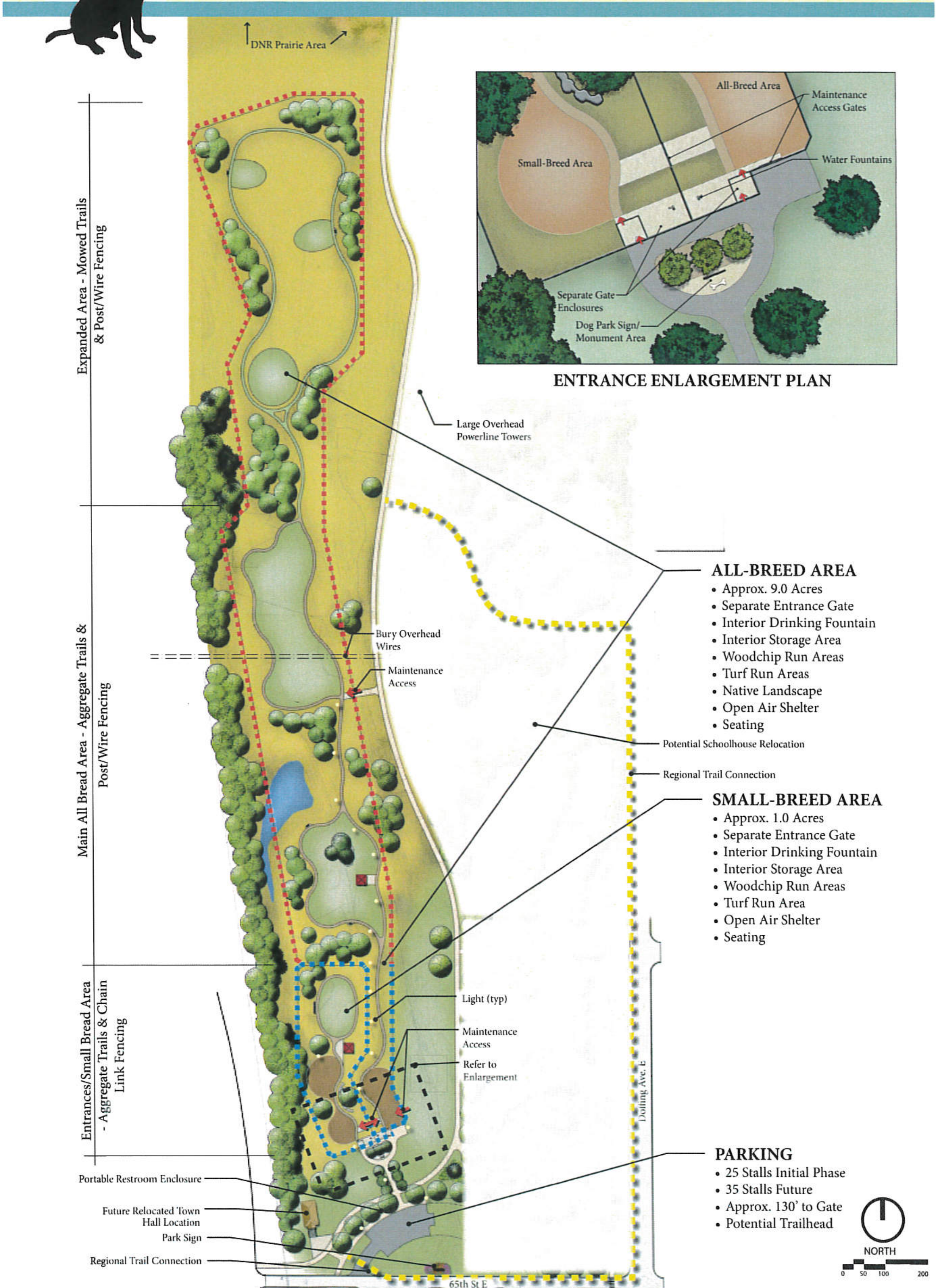
Probable Investment for Phase I Dog Park at Heritage Village Park				
Fence Related Improvements				
Dog Park Post and Wire Fence	Lin Ft	4,000	$ 12.00	$ 48,000
Fence Maintenance Strip	Lin Ft	-	$ 6.00	$ -
Fence Corner Bracing	Each	15	$ 150.00	$ 2,250
4' Chain Link Fence	Lin Ft	1,400	$ 50.00	$ 70,000
Fence Gates	Each	4	$ 800.00	$ 3,200
Maintenance Gates	Each	3	$ 1,200.00	$ 3,600
Sub Total Fencing				**$ 127,050**
Parking Lot Related Improvements				
Curb & Gutter	Lin Ft	525	$ 18.00	$ 9,450
Bituminous Parking Lot	Sq Yd	1,100	$ 28.00	$ 30,800
Stormwater	Lump	1	$ 20,000.00	$ 20,000
Stormwater BMP	Sq Ft	2,000	$ 35.00	$ 70,000
Erosion Control Silt Fence	Lin Ft	3,000	$ 3.00	$ 9,000
Electrical Service (Budget)	Lump	1	$ 20,000.00	$ 20,000
Lighting (Security Lights & Shelter Lights)	Each	15	$ 5,000.00	$ 75,000
Sub Total Parking Lot				**$ 234,250**
Electrical Related Improvements				
Bury Overhead Power	Lump	-	$ 100,000.00	$ 100,000
Sub Total Electrical				**$ 100,000**
Site Work Related Improvements				
Removals/Clearing	Lump	1	$ 20,000.00	$ 10,000
Earth Work	Lump	1	$ 75,000.00	$ 37,500
Restoration Seeding	Acre	3	$ 6,000.00	$ 15,000
Concrete Pavement	Sq Ft	3,500	$ 8.00	$ 28,000
Bituminous Trail	Sq Yd	850	$ 28.00	$ 23,800
5' Aggregate Trail	Lin Ft	-	$ 10.00	$ -
Woodchip Run Area	Sq Yd	-	$ 3.00	$ -
Landscaping (Budget)	Each	50	$ 500.00	$ 25,000
Monument Sign (Budget)	Each	1	$ 10,000.00	$ 10,000
Sub Total Site Work				**$ 149,300**
Dog Park Improvement Totals				
Construction Total				$ 610,600
Contingency (10%)				$ 61,060
Design & Engineering (15%)				$ 54,850
Total Investment Dog Park Work				**$ 726,510**
Potential Funding Sources of Improvements				
State of MN Grant - No Match Required				$ 331,000
State of MN Grant - Match Required 1:1				$ 197,755
City 1:1 Match for Dog Park Work (402 Fund)				$ 197,755
				$ 726,510

Attachment A

Heritage Village Park
Proposed Dog Park

SIT, STAY, PARK, GOOD BOY!

Heritage Village Park DOG PARK



Preliminary Master Plan

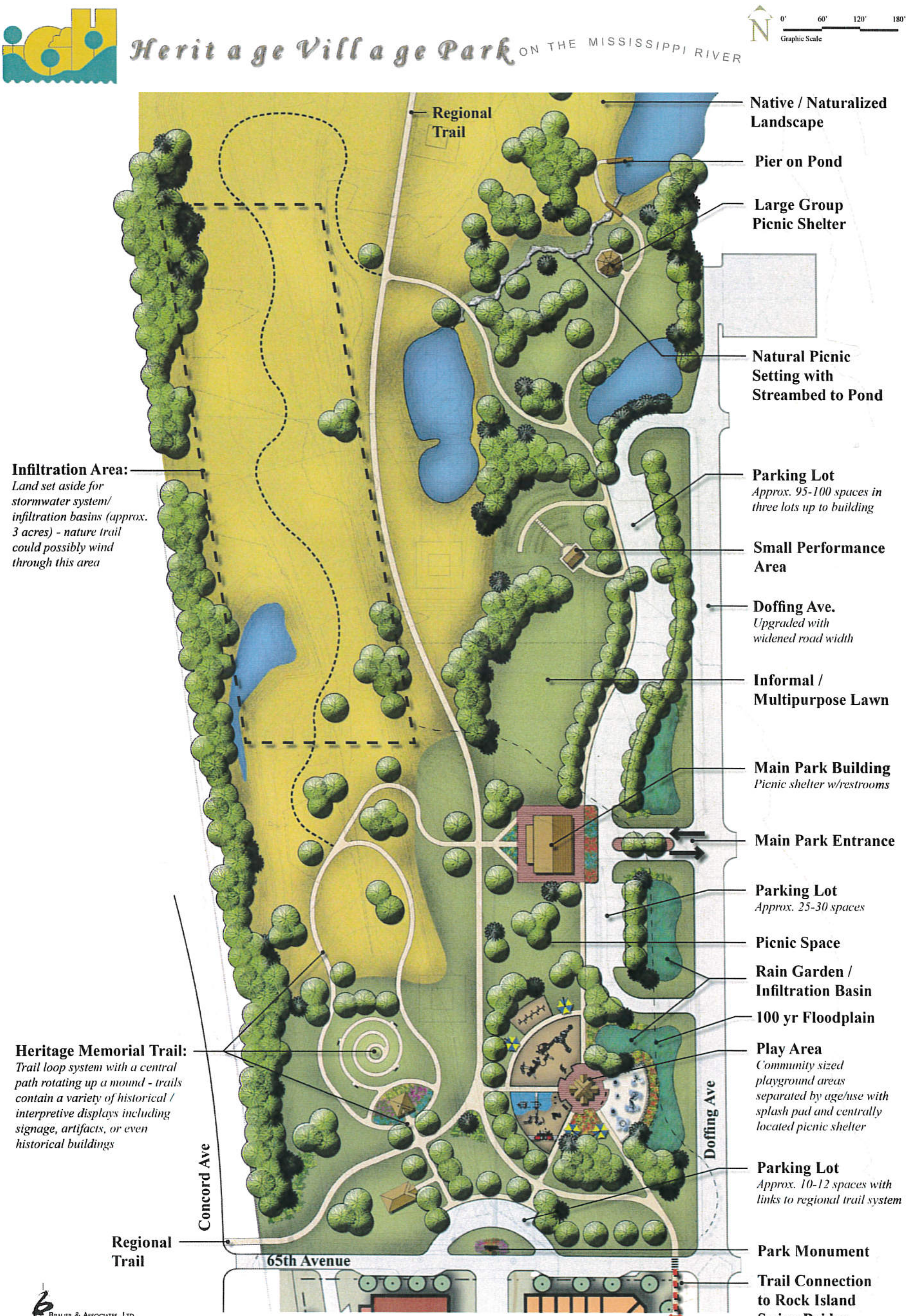
WSB Project 10132-00
September 5, 2017

WSB

Attachment B

Heritage Village Park Master Plan

Heritage Village Park ON THE MISSISSIPPI RIVER



Brauer & Associates, Ltd.
A Division of WSB & Associates, Inc.
701 Xenia Avenue South - Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Project #1702-230

MASTER PLAN

Attachment C

Example Dog Park Permit

City of Inver Grove Heights
Parks & Recreation Department
8150 Barbara Ave
Inver Grove Heights MN 55077

Off-Leash Dog Area Permit Application
Permit Expires on December 31st

Resident Status		Resident	I understand that as a resident of Inver Grove Heights my dog(s) must have a current City of Inver Grove Heights dog license to use the Off-Leash Dog Area.
		Non-Resident	I am a resident of another city purchasing an Off-Leash Dog Area permit.

Dogs registered as Dangerous or Potentially Dangerous in any jurisdiction are NOT ALLOWED. By applying for this permit I certify that this dog(s) is not registered as Dangerous or Potentially Dangerous

Dog Owner's Information:	Name	Home Phone
	Address	Cell Phone
	City, State, Zip	Email

Dog 1 Information	Dog Name		Breed	Coat Color			
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are currently with their rabies vaccinations.	Yes		No	
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes		No	
Dog 2 Information	Dog Name		Breed	Coat Color			
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are currently with their rabies vaccinations.	Yes		No	
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes		No	

ASSUMPITON OF RISK AND RELEASE OF LIABILITY

Acceptance of the terms and conditions of this release and adherence to Off-leash Dog Area rules are conditions of permit approval, retention, and renewal. Permits may be revoked for noncompliance.

I herby acknowledge that I voluntarily have applied to participate and use with my dog(s), the Off-Leash Dog Area designated by the City of Inver Grove Heights. I understand that the acts of unleashing my dog(s) or being physically present inside the Off-Leash Dog Area necessarily involves risk of injury to me, other people, my dog(s), and other dog)s) including by not limited to, risks resulting from aggressive or dangerous dog(s) unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the actions of my dog(s) and myself. I underhand that no agents or employee of the City of Inver Grove Heights will supervise the Off-Leash Dog Area at any time. I further understand and agree that the City of Inver Grove Heights is not liable for any loss, damage, or injury of any kind sustained by any human or dog while using the Off-Leash Dog Area. I therefore expressly assume all risks associated with using the Off-Leash Dog Area as well as any fixtures or equipment located therein.

By signing this release of liability and using he Off-Leash Dog Area, I hereby fully and forever release and discharge the City of Inver Grove Heights, their employees and agents from any and all claims, demands, damages, or causes of action present or future, whether the same be known and unknown, anticipated or unanticipated, resulting from or arising out of my intended use of said Off-Leash Dog Area premises, facilities, or equipment.

Signature ______________________ Date ______________

Attachment D

Example Dog Park Rules

City of Inver Grove Heights
Off-Leash Dog Area
Rules & Regulations

1. Use of the Off-Leash Dog Area is at the discretion of the handler. The Off-Leash Dog Area is not staffed. The City makes no guarantees nor assumes any liability for the physical condition of the grounds or the behavior or vaccination history of any dog. The handler/owner assumes liability for injury or damages caused by their dog.
2. A current, annual permit must be displayed by all dog owners while in the Off-Leash Dog Area; permits may not be transferred to other dogs. The City reserves the right to revoke or reject a permit or application at any time.
3. Dog owners are required to provide proof (License #) of City dog licensure.
4. Dogs must be properly vaccinated; handlers must provide proof of vaccination (vets certification or tag) with application.
5. No more than two dogs per handler are allowed in an area at one time. A handler must be at least 16 years of age.
6. Dogs that have been declared dangerous or potentially dangerous in any community or that have a known history of aggressive behavior are not allowed in the Off-Leash Dog Area. Any dog that exhibits aggressive behaviors must be removed immediately by the handler.
7. Dogs must be under visual contact and voice control of the handler at all times. A dog is considered under voice control if it will come when called. Dogs are never to be left unattended. Permission must be granted by each handler for dogs to play or interact with another dog.
8. Dogs must be leashed prior to entering and upon leaving the Off-Leash Dog Area. A dog may not be leashed within the Off-Leash Dog Area except for immediate removal. The handler must keep the leash on their person at all times.
9. The handler must clean up after their dog in all areas of the Off-Leash Dog Area including the tall grass areas and woodlands. All waste, including trash, is to be disposed of only in a designated waste container. Use a provided bag or a comparable bag for dog waste. Do not leave empty or full bags in the mesh of the fence.
10. Children under the age of 16 are not allowed in the Off-Leash Dog Area without a supervising adult.
11. Puppies under four months of age or female dogs in heat are not allowed in the Off-Leash Dog Area.
12. No food other than pocketed dog training treats is allowed in the Off-Leash Dog Area.
13. For the protection of the natural environment and the safety of other users and dogs, no smoking is allowed in the Off-Leash Dog Area. No alcohol of any type is allowed.
14. No bicycles, strollers, or wheeled or motorized vehicles, except wheel chairs or other assistive equipment used by people with disabilities are allowed. The surface may be uneven and steep.
15. All City park rules and ordinances apply to Off-Leash Dog Area users. Off-Leash Dog Area hours are from 6 a.m. to 10 p.m. or as otherwise posted.
16. In the event of injury or conflict, contact Police Dispatch by dialing 911.

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS | REQUEST FOR COUNCIL ACTION

Meeting Date:	January 22, 2018
Item Type:	Consent
Contact:	Judy Thill, 450-2495
Prepared by:	Judy Thill, Fire Chief
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
x	Other

PURPOSE/ACTION REQUESTED

Consider accepting a $310,230.07 Assistance to Firefighter's Grant for Self-Contained Breathing Apparatus (SCBA).

SUMMARY

Over the past 5 years, the Inver Grove Heights Fire Department (IGHFD) has applied for various federal grants to purchase new Self-contained Breathing Apparatus (SCBA).. Our present SCBA equipment will be at the end of their useable service life of 15 years in 2019. Unfortunately, none of those applications have been successful

In order to improve our chances for the 2017 grant application period, we joined with the Hastings and Rosemount Fire Departments to apply for a Regional Grant. Regional grants benefit more than one department and as a result, often have a higher success rate over individual department grant applications.

Our three departments were recently informed that our application was approved for 88% of the amount for which we applied. The amount we were awarded for all three departments as part the regional grant is $798,200.70. Of that amount, the IGHFD award would be $310,230.07. For this grant, there is a 90%/10% split for payment. As for the IGHFD portion, the federal government would pay $282,027.33 and IGHFD would be required to provide a 10% match totaling $28,203.

This grant will be used to purchase new state-of-the art SCBA packs and masks as well as extra bottles.

Working with the Finance Department, they will set up a special project name and number and provided a code number that will be used for all expenses under this grant program.

Budget for the payment of the 10% match will be in the form of an interfund loan from Equipment Acquisition Fund, Fund 401 to be repaid in coordination with the uniform repayment and supply and repair and maintenance items included in the 2017 budget.

Staff recommends acceptance of this grant.

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Inver Grove Heights Firefighters' Relief Association Contribution Payments

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Kristi Smith, Finance Director		Budget amendment requested
Reviewed by:	Joe Lynch, City Administrator		FTE included in current complement
	Judy Thill, Fire Chief		New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
To approve Inver Grove Heights Firefighters' Relief Association Contribution Payments

SUMMARY
On June 26, 2017 Council approved a 6-year agreement with the Inver Grove Heights Firefighters' Relief Association. The agreement provides for the following voluntary city contributions:
2018 $80,475
2019 $82,775
2020 $85,075
2021 $87,475
2022 $89,975
2023 $92,475
In the event that a mandatory contribution is required the voluntary contribution will be reduced or eliminated.

On January 2, 2018 the Inver Grove Heights Firefighter's Relief Association requested the 2018 contribution of $80,475 (attached). The contribution is included in the 2018 budget.

Provided that future requests are in accordance with the agreement and included in the budget Finance staff will automatically process the payments. Council will see the payment included in the disbursements listing.

Inver Grove Heights Firefighters' Relief Association

Phone (651) 455-5082 Fax (651) 451-0458 Email: ighfra@invergroveheights.org

January 2, 2018

City Administrator Joe Lynch
City of Inver Grove Heights
8150 Barbara Ave. E.
Inver Grove Heights MN 55077

Dear Mr. Lynch,

The Board of Trustees of the Inver Grove Heights Firefighters' Relief Association would like to make a request to the City of Inver Grove Heights for a contribution of $80,475.00 for 2018. The contribution would go to the associations special fund and be used for the specific purpose of funding firefighter pensions.

Part of this request is a voluntary contribution. The city is under no obligation under state law to provide that portion of the contribution for 2018.

The relief association's mission is to provide pension benefits to its members as incentives to the fire department in recruiting and, most importantly, retention of firefighters within the community. The association, through its member retention mission, is one of the fire department's best and most reliable resources for establishing and maintaining safety, professionalism, and preparedness. Pension benefits provide to the association's membership greatly enhance retention and thereby provide a high degree of skill and efficiency in the emergency response services they provide to the community.

The Inver Grove Heights Firefighters, relief Association is appreciative of past city contributions and ongoing support. Please contact me if I can be of assistance or if you have questions.

Sincerely,

Scott Oswald
Treasurer IGHFRA

cc: Fire Chief Judy Thill
cc: Finance Director Kristi Smith

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS | **REQUEST FOR COUNCIL ACTION**

SALE OF REAL PROPERTY ON 5039 BRENT AVENUE

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Prepared by:	Carrie Isaacson, Admin Services Coordinator		Amount included in current budget
Contact:	Joe Lynch, City Administrator		Budget amendment requested
Reviewed by:	Joe Lynch, City Administrator		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED: Resolution Authorizing the Advertisement and Solicitation for Bids for Sale of Real Property Owned by the City of Inver Grove Heights located at 5039 Brent Avenue and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement.

SUMMARY: This is a follow-up to Council action at the January 8, 2018 meeting whereby the Council authorized the advertisement and solicitation of bids for the sale of the property at 5039 Brent Avenue.

The attached documents are for Council review.

LeVander, Gillen & Miller, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO:	**Inver Grove Heights Mayor and City Council**
FROM:	**Timothy J. Kuntz, City Attorney**
DATE:	**January 17, 2018**
RE:	**Authorization to Advertise and Solicit Bids for the Sale of Real Property Owned by the City of Inver Grove Heights at 5039 Brent Avenue; January 22, 2018 Council Meeting**

Section 1. Background. The City of Inver Grove Heights owns vacant land in the City of Inver Grove Heights described as follows ("Real Property"):

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50th Street East on the west side of Brent Avenue

The City received the Real Property by way of a Warranty Deed from Khai Tran and Lequyen Tran dated April 11, 2017 recorded as Dakota County Document No. 3186354. Due to the hazardous condition of the existing dwelling on the Real Property, the dwelling was demolished by the City, followed by an environmental assessment. The Real Property was excavated and restored based on the City's building inspection and engineering site plan guidelines for demolitions.

The City has determined that the Real Property is no longer needed for public purpose and that it would be beneficial to the City to sell the Real Property. Under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs.

The City desires to advertise the Real Property for sale and solicit bids from the public and to accomplish that, has prepared the attached Notice of Request for Purchase Offers for Vacant Land together with the attached Instructions to Bidders and Purchase Agreement Form.

Section 2. Schedule for Advertising and Soliciting Bids. The proposed schedule for the advertising, solicitation and awarding of bid is proposed as follows:

January 22, 2018:	Council authorizes solicitation and bids for sale of Real Property at its regular City Council meeting and approves Notice of Request for Purchase Offers and form Purchase Agreement
January 24, 2018:	Notice of Request for Purchase Offers for Vacant Land sent to City's Official newspaper (*South-West Review*) for publication on January 28, 2018 and February 4, 2018
January 28, 2018:	Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
February 4, 2018:	Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
February 28, 2018:	Last day for City to receive offers; Offers opened at 4:30 p.m.
March 12, 2018:	City Council considers offers at its regular Council meeting
March 26, 2018:	City Council awards best offer and approves Purchase Agreement at its regular Council meeting
April 26, 2018:	Closing on the sale of the property to the selected bidder

Section 3. Advertising and Soliciting Documents. The following attached documents have been prepared in connection with advertising and soliciting bids for the sale of the Real Property:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

In the Instructions to Bidders, individuals wishing to make an offer are instructed to fill in the amount they are offering as the purchase price.

The salient terms of the Purchase Agreement Form are as follows:

- City conveys property by way of Warranty Deed to Buyer
- Buyer owes City 10% of the purchase price as earnest money payable upon City accepting offer to purchase Real Property
- Remaining balance of purchase price due at closing by wire transfer, cash or certified check (whichever method is required by the title company)
- Buyer is purchasing property "As Is" with no representations or warranties by City as to condition of Real Property

- City will pay for title commitment and Buyer will pay for title insurance premium
- City will pay the state deed tax

Section 4. Council Action. At the January 22, 2018, Council meeting, the Council will be asked to consider the following:

> *Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Owned by the City of Inver Grove Heights Located at 5039 Brent Avenue and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement.*

The Council will also be asked to approve the following attached forms:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

Attachments:

- Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Located at 5039 Brent Avenue Owned by the City of Inver Grove Heights and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement
- Notice of Request for Purchase Offers for Vacant Land
- Instructions to Bidders
- Purchase Agreement Form

NOTICE OF REQUEST
FOR PURCHASE OFFERS FOR VACANT LAND IN THE
CITY OF INVER GROVE HEIGHTS

The City of Inver Grove Heights owns a parcel of real estate that is no longer needed by the City for public use. As such, the parcel of real estate is available for purchase.

The parcel of real estate ("Real Property") is described as follows:

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50th Street East on the west side of Brent Avenue

A copy of the title insurance policy for the Real Property is available for inspection and review at Inver Grove Heights City Hall located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Purchase offers for the above-described Real Property are hereby solicited. Offers must be mailed or delivered to the City of Inver Grove Heights, Attention: Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Offers must be made on the Purchase Agreement form furnished by the City Administrator. Offers must be sealed and received by the City of Inver Grove Heights City Administrator on or before 4:30 p.m. on February 28, 2018.

All offers received on or prior to February 28, 2018 at 4:30pm will be submitted to the City Council and will be considered at the regular City Council meeting on March 12, 2018.

The right to reject all offers is reserved by the City Council.

The offer forms and information concerning the Real Property are available by contacting Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077; telephone number 651-450-2500.

Dated: January 22, 2018.

/s/
Michelle Tesser, City Clerk

INSTRUCTIONS TO BIDDERS

To make an offer for the real property described in the attached Purchase Agreement, you must do the following:

1.) Insert your name and marital or business status (e.g. married, single person, corporation, partnership or L.L.C.) in Section 1.3 of the Purchase Agreement.

2.) In Section 1.10 of the Purchase Agreement, insert the amount that you are offering to pay as the purchase price.

3.) Insert your name and address in Section 16 of the Purchase Agreement.

4.) Sign and date the Purchase Agreement on Page 8.

5.) Place the original, signed Purchase Agreement in an envelope, seal the envelope and deliver or mail the envelope to:

Joe Lynch, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Offers must be received no later than 4:30 p.m. on February 28, 2018. Offers received after that date will be returned unopened to the offerer.

Do not modify the Purchase Agreement. Any modification to the Purchase Agreement will result in the offer being rejected.

The City reserves the right to reject all offers.

All offers that are received by 4:30 p.m. on February 28, 2018 will be opened on February 28, 2018, at 4:30 p.m. at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.

The City Council will consider the offers at its regular Council meeting on March 12, 2018, at 7:00 p.m.

If your offer is accepted, the City will execute the Purchase Agreement and contact you to arrange for the closing.

If you offer is not accepted, the City will inform you by mail that your offer has not been accepted.

The offers will be either accepted or rejected no later than March 26, 2018.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this _____ day of ______________, 2018, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

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

1.2 Seller. Seller shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Buyer. Buyer shall mean __________________________, [husband and wife, a single person, a Minnesota corporation, partnership or limited liability company].

1.4 Closing Date. Closing Date shall mean on or before April 26, 2018. All references to "Closing" shall have the same meaning as "Closing Date."

1.5 Closing Documents. Closing Documents shall mean and comprise the following:

a. A general Warranty Deed to be signed by Seller subject to Permitted Encumbrances.

b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.

c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.

d. Satisfaction of all existing mortgages and security agreements.

1.6 Closing Location. Closing Location shall mean the title company of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120, or at such other location as the parties may agree in writing.

1.7 Conditions Precedent. Conditions Precedent shall mean and comprise the following:

a. All Warranties And Representations in this Agreement shall be as of and at the time of Closing with the same effect as if those representations and warranties had been made at and as of such time.

b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the Closing, and shall certify in such detail as Buyer may specify to the foregoing effect.

c. At the Closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.

d. All legal matters in connection with the performance of Buyer of its obligations under this Agreement shall be reasonably satisfactory to counsel for Seller.

1.8 **Permitted Encumbrances.** Permitted Encumbrances shall mean and comprise the following:

a. building and zoning laws, ordinances, state and federal regulations;

b. street and roadway easements of record;

c. utility and drainage easements which do not interfere with improvements to the premises of record;

d. easements, restrictions and reservations of record, if any;

e. reservation of any mineral or mineral rights to the State of Minnesota;

f. easements reserved in favor of the City of Inver Grove Heights for drainage and utility purposes;

g. any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land and that are not shown in public records.

h. reservation to the City of standard drainage and utility easements along the boundaries of the Real Property.

1.9 **Possession Date.** Possession Date shall mean the Closing Date.

1.10 **Purchase Price.** Purchase Price shall mean the total sum of **$_______________.**

1.11 **Real Property.** Real Property shall mean that certain tract of land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

1.12 **Warranties And Representations.** Warranties And Representations shall mean and comprise the following:

a. At Closing Date, Seller will be lawfully seized in fee simple of the Real Property and have the right to convey to Buyer fee simple title to the Real Property in accordance with the laws of the State of Minnesota, subject to the Permitted Encumbrances.

b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.

c. Seller 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 Agreement by Seller or prohibit any of the transactions provided for in this Agreement, and the consummation of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.

d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.

e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller 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.

Section 2. PURCHASE. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided, agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property.

Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of 10% of the Purchase Price as earnest money payable upon acceptance of Buyer's offer to purchase Property.

- to Seller the remaining amount of the Purchase Price less the 10% earnest money previously deposited with Seller by way of wire transfer, cash or by certified check on Closing Date.

Section 4. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a general Warranty Deed to the Buyer conveying marketable title to the Real Property subject only to the Permitted Encumbrances.

Section 5. REAL ESTATE TAXES. Seller shall pay the real estate taxes payable prior to the year of closing and payable in the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

Section 6. SPECIAL ASSESSMENTS. Prior to or at Closing, Seller shall pay all levied special assessments against the Real Property.

Section 7. PURCHASE OF PROPERTY "AS IS". Except as stated in the Warranties And Representations, it is agreed and understood that the Buyer has inspected the Real Property and that the Buyer is purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Seller as to the condition of the Real Property or any improvements thereon.

Section 8. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the Closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the Closing shall take place at the Closing Location.

Section 9. DOCUMENTS TO BE FURNISHED BY SELLER. The Seller shall furnish to the Buyer at the Seller's expense and within twenty (20) days of the execution by all parties to this Agreement the following:

a. A title insurance commitment in the full amount of the purchase price in lieu of an abstract of title. If Buyer is to receive an owner's title insurance policy, Seller shall pay the entire cost of the title insurance commitment and Buyer shall pay the premium for the owner's title insurance policy.

b. Within two (2) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.

c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.

d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then arid in such case, the Seller may terminate this agreement or Seller may specifically enforce this Agreement.

e. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute § 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute § 559.21.

Section 10. WARRANTIES AND REPRESENTATIONS. Seller represents and warrants to Buyer all of the Warranties And Representations as provided in this Agreement. The Warranties And Representations shall survive the Closing and shall not merge with the Closing Documents.

Section 11. CONDITIONS PRECEDENT. Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the Closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

Section 12. CLOSING DOCUMENTS. Subject to performance by the Buyers, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

Section 13. STATE DEED TAX. At Closing, Seller shall pay the state deed tax, if any, due on the Warranty Deed.

Section 14. BROKERAGE FEES. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

Section 15. SURVEY. If Buyer needs a survey of the Real Property, then Buyer may obtain such a survey at Buyer's own cost. Seller shall deliver to Buyer any surveys that Seller has of the Real Property.

Section 16. NOTICES. Any Notices hereunder shall be deemed sufficiently 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 Seller: City of Inver Grove Heights
c/o City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Buyer: ______________________
____
____
____

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.

Section 17. 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 and 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.

Section 18. MISCELLANEOUS.

a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

b. All modifications to this Agreement must be in writing and signed by the parties hereto.

c. The parties hereto agree that all of their respective representations and warranties, wherever in this Agreement contained, shall survive the Closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the Warranty Deed and shall not merge therein.

d. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

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

f. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

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

h. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

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

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

BUYER:

____

____

SELLER:

CITY OF INVER GROVE HEIGHTS

By: ____________________________
George Tourville
Its: Mayor

ATTEST:

____
Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

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

> Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota.
>
> (Abstract Property)

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this _____ day of ______________, 2018, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

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

1.2 Seller. Seller shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Buyer. Buyer shall mean _________________________, [husband and wife, a single person, a Minnesota corporation, partnership or limited liability company].

1.4 Closing Date. Closing Date shall mean on or before April 26, 2018. All references to "Closing" shall have the same meaning as "Closing Date."

1.5 Closing Documents. Closing Documents shall mean and comprise the following:

a. A general Warranty Deed to be signed by Seller subject to Permitted Encumbrances.

b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.

c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.

d. Satisfaction of all existing mortgages and security agreements.

1.6 Closing Location. Closing Location shall mean the title company of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120, or at such other location as the parties may agree in writing.

1.7 Conditions Precedent. Conditions Precedent shall mean and comprise the following:

a. All Warranties And Representations in this Agreement shall be as of and at the time of Closing with the same effect as if those representations and warranties had been made at and as of such time.

b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the Closing, and shall certify in such detail as Buyer may specify to the foregoing effect.

c. At the Closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.

d. All legal matters in connection with the performance of Buyer of its obligations under this Agreement shall be reasonably satisfactory to counsel for Seller.

1.8 **Permitted Encumbrances.** Permitted Encumbrances shall mean and comprise the following:

a. building and zoning laws, ordinances, state and federal regulations;

b. street and roadway easements of record;

c. utility and drainage easements which do not interfere with improvements to the premises of record;

d. easements, restrictions and reservations of record, if any;

e. reservation of any mineral or mineral rights to the State of Minnesota;

f. easements reserved in favor of the City of Inver Grove Heights for drainage and utility purposes;

g. any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land and that are not shown in public records.

h. reservation to the City of standard drainage and utility easements along the boundaries of the Real Property.

1.9 **Possession Date.** Possession Date shall mean the Closing Date.

1.10 **Purchase Price.** Purchase Price shall mean the total sum of **$________________.**

1.11 **Real Property.** Real Property shall mean that certain tract of land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

1.12 **Warranties And Representations.** Warranties And Representations shall mean and comprise the following:

a. At Closing Date, Seller will be lawfully seized in fee simple of the Real Property and have the right to convey to Buyer fee simple title to the Real Property in accordance with the laws of the State of Minnesota, subject to the Permitted Encumbrances.

b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.

c. Seller 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 Agreement by Seller or prohibit any of the transactions provided for in this Agreement, and the consummation of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.

d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.

e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller 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.

Section 2. PURCHASE. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided, agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property.

Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of 10% of the Purchase Price as earnest money payable upon acceptance of Buyer's offer to purchase Property.

- to Seller the remaining amount of the Purchase Price less the 10% earnest money previously deposited with Seller by way of wire transfer, cash or by certified check on Closing Date.

Section 4. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a general Warranty Deed to the Buyer conveying marketable title to the Real Property subject only to the Permitted Encumbrances.

Section 5. REAL ESTATE TAXES. Seller shall pay the real estate taxes payable prior to the year of closing and payable in the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

Section 6. SPECIAL ASSESSMENTS. Prior to or at Closing, Seller shall pay all levied special assessments against the Real Property.

Section 7. PURCHASE OF PROPERTY "AS IS". Except as stated in the Warranties And Representations, it is agreed and understood that the Buyer has inspected the Real Property and that the Buyer is purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Seller as to the condition of the Real Property or any improvements thereon.

Section 8. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the Closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the Closing shall take place at the Closing Location.

Section 9. DOCUMENTS TO BE FURNISHED BY SELLER. The Seller shall furnish to the Buyer at the Seller's expense and within twenty (20) days of the execution by all parties to this Agreement the following:

a. A title insurance commitment in the full amount of the purchase price in lieu of an abstract of title. If Buyer is to receive an owner's title insurance policy, Seller shall pay the entire cost of the title insurance commitment and Buyer shall pay the premium for the owner's title insurance policy.

b. Within two (2) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.

c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.

d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then arid in such case, the Seller may terminate this agreement or Seller may specifically enforce this Agreement.

e. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute § 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute § 559.21.

Section 10. WARRANTIES AND REPRESENTATIONS. Seller represents and warrants to Buyer all of the Warranties And Representations as provided in this Agreement. The Warranties And Representations shall survive the Closing and shall not merge with the Closing Documents.

Section 11. CONDITIONS PRECEDENT. Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the Closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

Section 12. CLOSING DOCUMENTS. Subject to performance by the Buyers, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

Section 13. STATE DEED TAX. At Closing, Seller shall pay the state deed tax, if any, due on the Warranty Deed.

Section 14. BROKERAGE FEES. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

Section 15. SURVEY. If Buyer needs a survey of the Real Property, then Buyer may obtain such a survey at Buyer's own cost. Seller shall deliver to Buyer any surveys that Seller has of the Real Property.

Section 16. NOTICES. Any Notices hereunder shall be deemed sufficiently 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 Seller:	City of Inver Grove Heights c/o City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Buyer:	__________________________ __________________________ __________________________ __________________________

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.

Section 17. 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 and 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.

Section 18. MISCELLANEOUS.

a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

b. All modifications to this Agreement must be in writing and signed by the parties hereto.

c. The parties hereto agree that all of their respective representations and warranties, wherever in this Agreement contained, shall survive the Closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the Warranty Deed and shall not merge therein.

d. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

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

f. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

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

h. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

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

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

BUYER:

____

____

SELLER:

CITY OF INVER GROVE HEIGHTS

By: ____________________________
George Tourville
Its: Mayor

ATTEST:

____
Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

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

> Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota.
>
> (Abstract Property)

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.)

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, 651-450-2572		Amount included in current budget
Prepared by:	Steve W. Dodge, Asst. City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider resolution approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.).

SUMMARY

City Project No. 2015-09D – Broderick Boulevard Reconstruction was ordered September 25, 2017 by Council. In order to construct the street and pathway improvements across an Xcel gas transmission line, an Xcel encroachment agreement is necessary to ensure proper protection of the private facilities.

The City Attorney's office has reviewed the Xcel Encroachment Agreement. There are no Xcel fees associated with the agreement.

Engineering Division recommends adoption of the resolution approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.).

TJK/kf

Attachments: Resolution
Exhibit A
Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION APPROVING XCEL ENCROACHMENT AGREEMENT FOR CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION (80TH STREET TO CONCORD BLVD.)

RESOLUTION NO. ________

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

WHEREAS, plans were approved on November 13, 2017 which included the street, pathway, and grading improvements across an Xcel gas transmission line; and

WHEREAS, Xcel requires an Xcel Encroachment Agreement be executed by the City in order to construct the improvements across the gas transmission line and easement.

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

1. The City Engineer is authorized to enter into the Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction project.

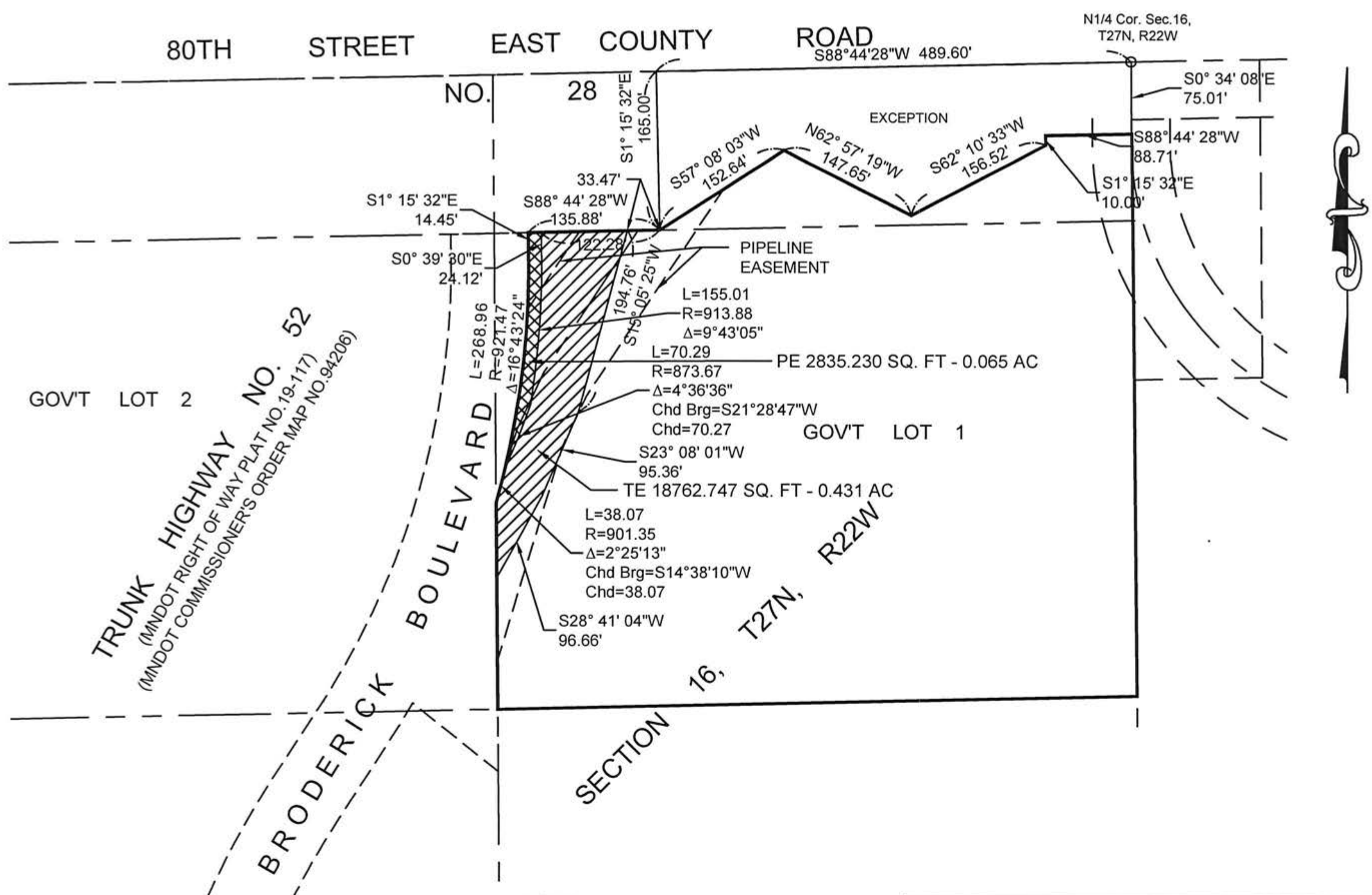
Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of January 2018

AYES:
NAYS:

____
George Tourville, Mayor

ATTEST:

____
Michelle Tesser, City Clerk



LEGEND

TEMPORARY CONSTRUCTION EASEMENT
PERMANENT DRAINAGE , TRAIL AND SIDEWALK EASEMENT

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM (1986)

REV.	DESCRIPTION	BY	DATE
	CITY OF INVER GROVE HEIGHTS PERMANENT DRAINAGE, TRAIL AND SIDEWALK EASEMENT & TEMPORARY CONSTRUCTION EASEMENT **STATE OF MINNESOTA TO CITY OF INVER GROVE HEIGHTS**		

Gorman Surveying, Inc.
8640 HARRIET AVE. SO. SUITE 102
BLOOMINGTON, MINNESOTA 55420
(952)346-8300 FAX (952)346-9110

DRAWN BY: R.W.C. DATE: 10-09-2017
HORIZONTAL SCALE IN FEET 0 75 150
CHECKED BY: DATE:
JOB NUMBER: EXHIBIT 3
SHEET: 1 OF 1
FILE: Broderick Blvd Easements.dwg

Xcel Energy®
RESPONSIBLE BY NATURE®

825 Rice Street
Saint Paul, Minnesota 55117

01/11/2018

Tom Kaldunski, P.E.
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Emailed
Luke.Moren@kimley-horn.com

ENCROACHMENT AGREEMENT
Project: Broderick Boulevard Improvements
Rosemount Line TL0200
NE1/4 of NE1/4 of NW1/4, Sec. 16, T27, R22, Dakota County, MN
Property Address: Broderick Blvd (between 80th St & College entrance), Inver Grove Heights, MN

Dear Mr. Kaldunski;

Xcel Energy has reviewed the Broderick Boulevard Improvements encroachment request. The project consists of a roadway reconstruction, new trail/sidewalk, and grading modifications within portions of Xcel Energy's pipeline easement area. Said temporary and permanent easement areas are depicted on Exhibit "A", attached hereto. The construction plans submitted for review, dated 10/27/2017, prepared by Kimley-Horn, are acceptable to Xcel Energy provided the following conditions and requirements are adhered to:

1. Xcel Energy is not liable for injuries caused by, or costs incurred by, the City of Inver Grove Heights, their representative(s), contractors, or subcontractors (hereinafter jointly referred to as "Owner") because of work performed by Owner within the easement area for the project. The owner will indemnify Xcel Energy from any and all claims arising out of the work performed by Owner within the easement area for the project.

2. The Pipeline shall be shown on all relevant plan and profile sheets. The Pipeline size (16") and pressure (350-psig) shall also be noted on the plans.

3. Pothole(s) over the pipeline shall be performed to determine Pipeline elevation and location prior to finalizing construction plans.

4. The owner agrees to call the Xcel Energy Critical Events Desk (612-630-4366) at least 48 hours prior to excavating over Xcel Energy's pipeline.

5. Approval of the construction plans by Xcel Energy is required prior to releasing plans to bidders.

6. There is a protective coating on the steel Pipeline to prevent corrosion. If the coating (or pipe) is damaged in any way (scratched, gauged, etc.), Xcel Energy shall be contacted to make repairs. A note shall be added to the plans regarding the need for coating repair by Xcel Energy.

7. 48" of cover over the Pipeline must be maintained at all times.

8. Fill that results in excess of **eight (8) feet** of cover over the Pipeline or limits the ability to access the Pipeline must be reviewed and approved by Xcel Energy. **As stated above, Xcel Energy has reviewed and approved the proposed depth of cover per the plans submitted.**

9. No trees are permitted within **<u>25</u>** feet of the center of the Pipeline as measured at right angles.

10. No lightpoles are permitted within **<u>25</u>** feet of the center of the Pipeline as measured at right angles.

11. No manholes or catch basins are permitted within **<u>25</u>** feet of the center of the Pipeline as measured at right angles.

12. No buildings, structures or other obstructions will be permitted on the existing easement.

13. The Owner agrees that any proposed plans will not retain water for extended periods of time within the existing easement.

14. The Owner agrees to not excavate in or around the existing easement without first obtaining permission from Xcel Energy.

15. The Owner agrees that should Xcel Energy have to relocate any facilities as a result of the any proposed construction, the cost of relocating these facilities will be the sole cost of the Owner.

16. Construction equipment is not permitted over the top of the Pipeline in areas where less than **three (3)** feet of cover is present.

17. A minimum of **one (1) foot** clearance must be maintained between the Pipeline and other utilities, the presence of which are not permitted without Xcel Energy approval. Buried electric, telephone, and cable lines shall be installed in conduit within the easement.

18. The maximum unsupported length of the 16 inch steel Pipeline at any time shall be forty (40) feet.

19. The Owner is responsible for adequately compacting any disturbed soil adjacent to the Pipeline.

20. Xcel Energy must be able to enter upon the property to survey, locate, and perform maintenance on the Pipeline at any time.

21. Xcel Energy must be allowed to erect signs for the purpose of warning that the Pipeline is present.

22. The Owner is responsible for coordinating with Xcel Energy, the replacement of any Pipeline markers disturbed during any future construction.

23. The Owner is responsible for coordinating with Xcel Energy, the adjustment of any test leads and valve boxes disturbed during any future construction.

24. The Owner agrees that any repairs or future damage to owner's facilities within the easement caused by Xcel Energy inspection, maintenance or repairs of the pipeline will be the sole cost and the sole responsibility of the Owner.

25. All the requirements of **Gopher State One Call** must be followed in accordance with state law.

26. Xcel Energy reserves the right to inspect the condition of the Pipeline during construction.

It is the express condition of this consent that all other terms and conditions of that certain Easement recorded as Document No. 131205 and by that Partial Release of Easement as Document No. 1472311 shall remain in full force and effect.

A copy of the signed Encroachment Agreement shall be kept on site, available for review by Xcel Energy representatives, until all construction and site restoration has been completed.

To acknowledge receipt of and agreement with the terms of this consent, prior to the commencement of any activities, please sign this letter and return it to me by fax. this signed agreement is not received back within 15 days of the date of this agreement, it will be presumed that you are not in agreement with its content and this agreement will be considered null and void, the file will be closed, your request will need to be resubmitted and the City or County Zoning Office will be notified of our action. <u>Any changes to this original agreement shall make this agreement null and void unless initialed by both parties.</u>

To acknowledge receipt of and agreement with the terms of this consent, please sign and return to my attention.

Sincerely,

David Malek
Staff Engineer
651.229.2263

ACCEPTED:

By: ______________________________

Printed Name: ______________________

Its: ______________________________

Date: _____________________________

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ________

A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT AND REASONS FOR DENIAL RELATING TO THE REQUESTS OF IGH INVESTMENTS, LLC FOR A COMPREHENSIVE PLAN AMENDMENT, AN ORDINANCE RE-ZONING, A CONDITIONAL USE PERMIT, A PRELIMINARY AND FINAL PLAT AND A PRELIMINARY PUD AMENDMENT AND FINAL PUD
(CITY PLANNING CASE NO. 17-08PUD)

WHEREAS, IGH Investments, LLC (Applicant) applied to the City of Inver Grove Heights for the following land use requests (Applications) relating to two tax parcels comprising approximately 17.16 acres of property located on the south side of Amana Trail west of the existing Target store identified as Dakota County Tax Parcel No.'s 20-12050-00-040 and 20-12050-00-030 and legally described as Outlots C and D, Argenta Hills, Dakota County, Minnesota (the Property):

a. A negative declaration relative for the need for an EIS.
b. A Comprehensive Plan Amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential).
c. An Ordinance to rezone the Property from B-4/PUD to R-3C/PUD.
d. A preliminary and final plat and preliminary PUD Development Plan Amendment and final PUD for a 400-unit multiple family apartment complex.
e. A Conditional Use Permit for a 400-unit multiple family apartment complex.

WHEREAS, the Applicant is proposing a 400-unit apartment complex to be constructed in two phases. The Applications would require a change to the Argenta Hills PUD development plan as well as a change to the comprehensive land use plan designation and zoning.

WHEREAS, the Applications are interrelated. The focus of the Applications is the request for a comprehensive plan amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential).

WHEREAS, the above-described requests were considered by the City Council at the January 8, 2018, Inver Grove Heights Council meeting.

WHEREAS, at the January 8, 2018 Council meeting, a motion was made by Councilmember Piekarski Krech and seconded by Councilmember Bartholomew to approve a *Resolution Making a Negative Declaration Relative to the Need for An Environmental Impact Statement (EIS) for An Apartment Project of More Than 375 Units.* The motion passed by a vote of 5 in favor and 0 against.

WHEREAS, the Inver Grove Heights City Council is a multimember governing body consisting of five members.

WHEREAS, Minn. Stat. § 15.99, Subd. 2(c) provides in part:

> If a multimember governing body denies a request, it must state the reasons for denial on the record and provide the applicant in writing a statement of the reasons for the denial. If the written statement is not adopted at the same time as the denial, it must be adopted at the next meeting following the denial of the request but before the expiration of the time allowed for making a decision under this section. The written statement must be consistent with the reasons stated in the record at the time of the denial. The written statement must be provided to the applicant upon adoption.

WHEREAS, at the January 8, 2018, Council meeting, a motion was made by Councilmember Bartholomew and seconded by Councilmember Perry to deny the Comprehensive Plan Amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential). The motion to deny passed on a vote of 5 in favor and 0 against.

WHEREAS, contemporaneously with the vote on the motion to deny, each of the Councilmembers voting to deny the Comprehensive Plan Amendment articulated findings of fact and reasons for the denial.

WHEREAS, at the January 8, 2018 Council meeting, the Councilmembers articulated findings of fact and reasons for denial and those reasons were made a part of the record. The findings of fact and reasons for denial stated by the Councilmembers constitute the City's findings of fact and reasons for denial. The findings of fact and reasons for denial as so identified and stated by the Councilmembers on January 8, 2018, were as follows:

1.) Councilmember Bartholomew stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.

b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.

c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

d.) More time is needed to allow the need for retail uses to evolve.

e.) The planned transportation system in the area will accommodate retail growth.

f.) There should not be any rush to change the currently designated land use.

2.) Councilmember Hark stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.

b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.

c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

d.) More time is needed to allow the need for retail uses to evolve.

e.) The planned transportation system in the area will accommodate retail growth.

f.) There should not be any rush to change the currently designated land use.

3.) Mayor Tourville stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

a.) The opportunity for retail and commercial expansion should not be lessened or eliminated.

b.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

c.) More time is needed to allow the need for retail uses to evolve.

d.) The planned transportation system in the area will accommodate retail growth.

e.) There should not be any rush to change the currently designated land use.

f.) The requested comprehensive plan designation would allow for a density, building height and building size that is too massive and intrusive in relationship to the residential development in the area; such a result would adversely affect the legitimate expectations of the residential development that has already occurred in the area.

4.) Councilmember Perry stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.

b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.

c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

d.) More time is needed to allow the need for retail uses to evolve.

e.) The planned transportation system in the area will accommodate retail growth.

f.) There should not be any rush to change the currently designated land use.

g.) The requested comprehensive plan designation would allow for a density, building height and building size that is too massive and intrusive in relationship to the residential development in the area; such a result would adversely affect the legitimate expectations of the residential development that has already occurred in the area.

h.) The project does not provide for affordable housing which the City needs; without a component of affordable housing, the project does not justify a change to high density housing.

5.) Councilmember Piekarski Krech stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.

b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.

c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70^{th} Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

d.) More time is needed to allow the need for retail uses to evolve.

e.) The planned transportation system in the area will accommodate retail growth.

f.) There should not be any rush to change the currently designated land use.

g.) The argument that high density housing in the area will help the existing retail is overstated; there would still be substantial pass thru by residents in the area to other available retail locations outside the immediate area.

h.) The fit of high density housing is not appropriate.

WHEREAS, at the January 8, 2018 Council meeting, after the Council denied the Comprehensive Plan Amendment, a motion was made by Councilmember Bartholomew and seconded by Councilmember Perry to deny the following because the requested uses and plat are not consistent with and are contrary to the comprehensive plan:

a. An Ordinance to rezone the Property from B-4/PUD to R-3C/PUD.
b. A preliminary and final plat and preliminary PUD Development Plan Amendment and final PUD for a 400-unit multiple family apartment complex.
c. A Conditional Use Permit for a 400-unit multiple family apartment complex.

The motion to deny such applications was passed by a vote of 5 in favor and 0 against. The reason for denying the applications was stated in the motion. The reason was that the requested uses and plat are not consistent with and are contrary to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED:

That the Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by the Councilmembers when the Council, by separate motion, denied the Comprehensive Plan Amendment and then by subsequent separate motion denied the re-zoning, the plat and the conditional use permit. The findings and reasons for denial as stated above are hereby made the City's findings of fact and reasons for denial.

Passed this 22nd day of January, 2018.

____
George Tourville, Mayor

ATTEST:

____
Michelle Tesser, City Clerk

AGENDA ITEM 4l

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	x	None
Contact:	Janet Shefchik, HR Manager		Amount included in current budget
Prepared by:	Carrie Isaacson, Admin Svc Cord		Budget amendment requested
Reviewed by:	Janet Shefchik, HR Manager		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:

Utilities
Edwards, Claire, Utility Maintenance Helper

Parks & Recreation/VMCC
Dahl, Katherine, Water Safety Instructor
Mutch, Kathy, Customer Service Specialist
Nzara, Munashe, Recreation Instructor
Pieper, Nicholas, Lifeguard
Sauro, Jodi, Recreation Instructor
Woodard, Alia, Rink Attendant

AGENDA ITEM 7A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

JAEGER CONSTRUCTION – CASE NO. 17-61CA

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact: HB	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Conditional Use Permit Amendment to allow an addition to the existing auto sales building for the property located at 1290 50th Street.

- Requires 4/5th's vote.
- 60-day deadline: February 13, 2018 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to add a 2,164-square foot addition to their existing building to accommodate a car detailing and drying area.

Automobile and off highway vehicle sales are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meet the conditional use criteria. Access to the property would not be changing. No additional impervious surface is proposed. Adding the addition would result in a reduction of two parking spaces, but the site will still exceed the minimum required by code. The exterior of the building would match the existing structure, complying with code requirements.

All construction plans will be reviewed by the engineering staff, fire department, and the building official prior to the issuance of a building permit.

RECOMMENDATION

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

Planning Commission: At the January 16, 2018 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ______

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD AN ADDITION TO THE EXISTING AUTO SALES BUILDING

Jaeger Construction (Hyundai)
Case No. 17-61CA

WHEREAS, the request is for the property located at 1290 50th Street and legally described as:

Lot 1, Block 1, Whitaker Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a 2,164-square foot building addition to the existing auto sales building;

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

WHEREAS, an automobile and off highway vehicle sales lot is a conditional use in the B-3 District;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on January 16, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to add an addition to the existing building is hereby approved subject to the following conditions:

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

Site Plan	dated 12/15/17
Building Elevations	dated 11/29/17
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

3. All signage shall conform to the sign requirements of the B-3 zoning district.

4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.

5. No employee or customer parking shall be allowed on 50th Street East.

6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.

7. All final development plans shall be subject to the review and approval of the City Fire Marshal.

8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

9. Resolution No. 11-55 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this _22nd_ day of _January__, 2018.

AYES:
NAYS:

____
George Tourville, Mayor

ATTEST:

____
Michelle Tesser, City Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: January 16, 2018

SUBJECT: **JAEGER CONSTRUCTION (HYUNDAI) - CASE NO. 17-61CA**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to add a 2,164-square foot addition to the existing Hyundai building, located at 1290 – 50th Street. 4 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to add a 2,164-square foot addition to their existing building to accommodate a car detailing area. No additional impervious surface is proposed. All plans will be reviewed by the engineering staff, fire department, and the building official prior to the building permit. Staff recommends approval for the request with the nine conditions listed in the report.

Commissioner Simon asked if the three existing plastic/fabric signs on the block wall in front of the parking lot were included in the approved signage package for the property.

Ms. Botten replied they were likely temporary signs that were not included with the official sign package. She advised that the Code Enforcement Specialist would not have addressed the issue unless she received a complaint as it was a reactive program.

Opening of Public Hearing
Barry Jaeger, Jaeger Construction, 8308 Alverno Avenue, advised he was available to answer any questions.

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

Mr. Jaeger replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Wippermann, second by Commissioner Lissarrague, to approve the request for a conditional use permit amendment to add a 2,164-square foot addition to the existing Hyundai building, located at 1290 – 50th Street, with the conditions as listed in the staff report.

Motion carried (8/0). This item goes to the City Council on January 22, 2018.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

HEARING DATE: January 16, 2018 **CASE NO:** 17-61CA

APPLICANT: Jaeger Construction

PROPERTY OWNER: Inver Grove Hyundai

REQUEST: A conditional use permit amendment to add an addition to the existing auto sales building.

LOCATION: 1290 – 50th Street

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten HB
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to add a 2,164 square foot addition to the existing building; the addition would accommodate a car detailing area. No additional impervious surface is proposed to be added on the property.

The specific request consists of the following:

A.) A **Conditional Use Permit Amendment** to add an addition to the existing auto sales building.

EVALUATION OF THE REQUEST

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

North	Volkswagon dealer; zoned B-3; guided RC, Regional Commercial
East	Vacant Best Buy building; zoned B-3; guided RC, Regional Commercial
South	Highway/right-of-way
West	Ford/right-of-way; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Setbacks. The proposed building addition is located 48 feet from the closest property line, exceeding setback requirements.

Parking Lot. There will be a loss of two parking stalls with the proposed addition; the number of parking spaces still exceed the minimum required by code.

Access. Access to the site is not changing; there is one access off of 50th Street along the north side of the property.

Landscaping. Landscaping was approved with the original CUP based on the site perimeter; no additional landscaping is required with the proposed addition. If there would be any removal of existing landscaping, it would require replacement or relocation of said plantings.

Trash. The existing trash enclosure will be removed. The applicant has stated the new trash enclosure will be stored inside the building. If the trash containers are stored outside they will have to be screened from view, complying with section 10-15-9D of the City Code.

Lighting. There are no changes proposed to the existing site lighting.

Exterior Building Materials. The exterior of the building would match the existing building, complying with code requirements.

Signage. All signage must comply with the signage allotment for the "B-3" zoning district. There is no new signage proposed with this request.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

Engineering. Engineering has reviewed the request and takes no exception to the proposed plans.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

   The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and automobile sales is consistent with the uses envisioned in this district.

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

   The property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3, general business zoning district.

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

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

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

   The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance prior to any improvements being done on the property.

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

   i. Aesthetics/exterior appearance

   The proposed building addition would be constructed with similar materials as the existing building.

   ii. Noise

   The proposed addition would not generate noises that are inconsistent with B-3 zoning

   iii. Fencing, landscaping and buffering

   No changes are being proposed to the landscaping on the site.

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

   Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Setbacks exceed code requirements and the overall parking configuration is not changing.

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

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

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

The proposed addition would not generate any additional surface water or groundwater runoff as no additional impervious surface is being added to the property.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building subject to the following conditions:

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

Site Plan	dated 12/15/17
Building Elevations	dated 11/29/17
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

3. All signage shall be in conformance with the sign regulations of the City.

4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.

5. No employee or customer parking shall be allowed on 50th Street East.

6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.

7. All final development plans shall be subject to the review and approval of the City Fire Marshal.

8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

9. Resolution No. 11-55 shall become null and void and shall be replaced by the terms of this conditional use permit.

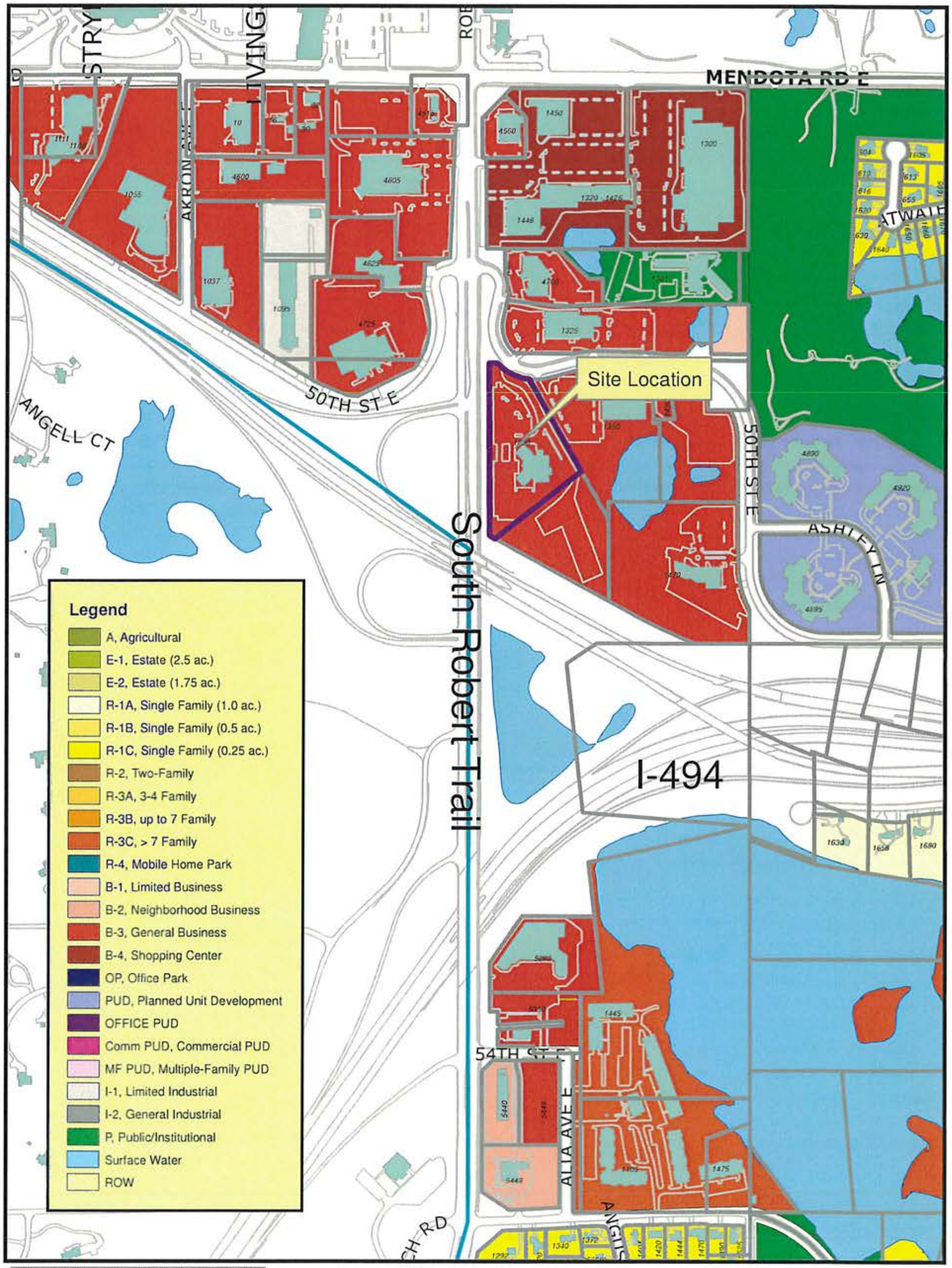
B. **Denial**. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Zoning/Location Map
Narrative
Site Plan
Elevations

Jaeger Construction (Hyundai)
1290 50th Street



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

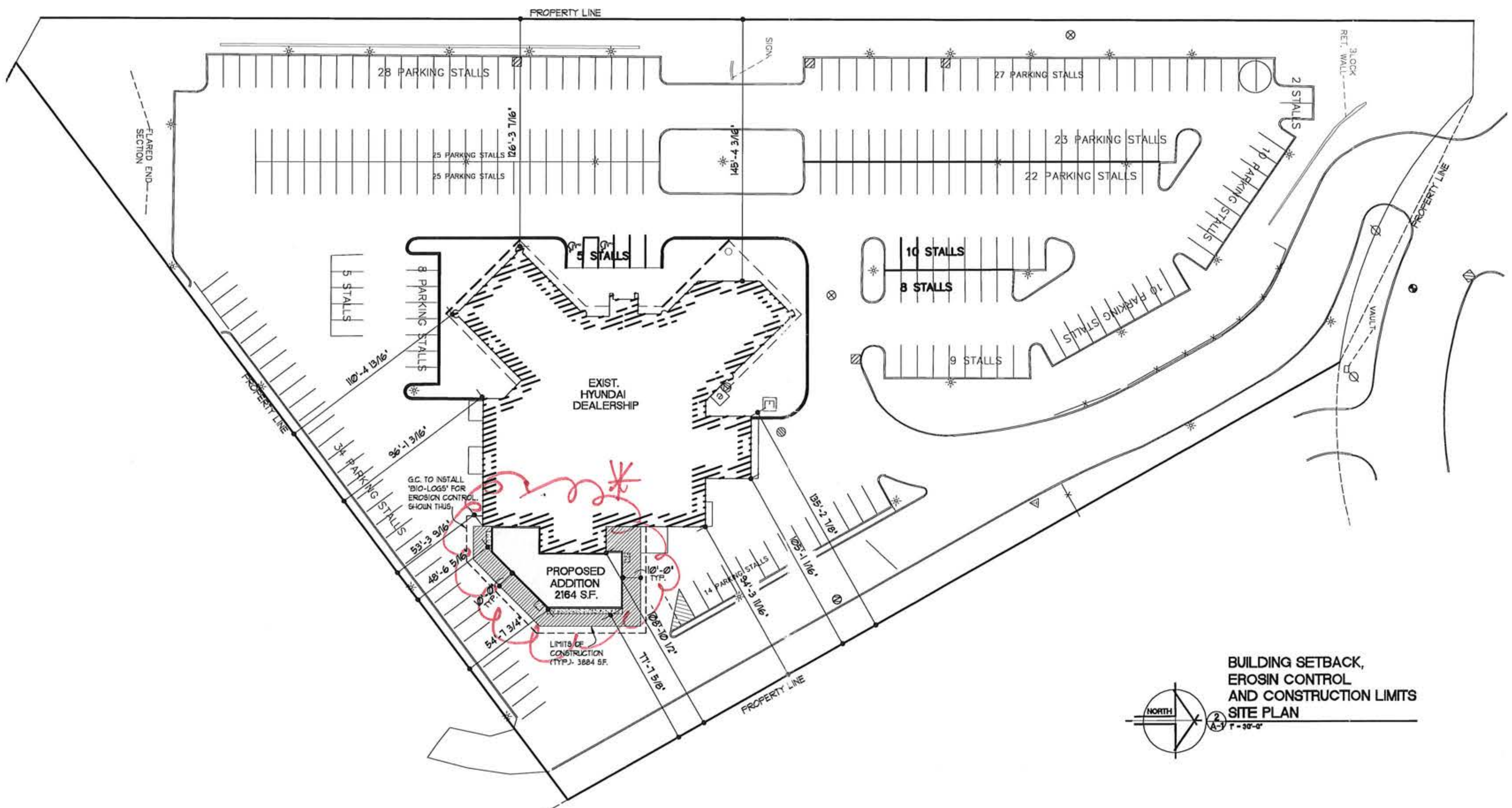
Inver Grove Heights Hyundai Car wash and Car Detailing Addition

We are submitting to revise a conditional use permit for the Hyundai car dealership at 1290 50th Street E. We are proposing an addition to the Hyundai car dealership. The addition consists of an addition to the existing car wash to add drying area and a new car detailing area. The addition is being added in an area that is currently paved. The grades and drainage will remain the same around the addition. Vehicle circulation and curb cuts will remain the same. We are not disturbing any landscaped areas. There will be a loss of 2 parking stalls with the addition. The disturbed area is less than 4000SF.

B

PROPOSED CARWASH AND CAR DETAIL ADDITION
TO:
INVER GROVE HEIGHTS HYUNDAI

EXISTING BUILDING AND PROPOSED ADDITION SETBACKS



BUILDING SETBACK,
EROSIN CONTROL
AND CONSTRUCTION LIMITS
SITE PLAN
2 / A-1 1" = 30'-0"

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 Architect under the laws of the State of MINNESOTA
Date 11-29-17

No.	Date	No.	Date
1	12-15-17		

Revisions

PROPOSED CARWASH AND CAR DETAIL ADDITION
INVER GROVE HYUNDAI
1290 50TH STREET
Inver Grove Heights, Minnesota

RLP ARCHITECTS INC.
1289 N VICTORIA STR. ST. PAUL MN. 55117
rlparchitects@aol.com
Phone: (651) 631-3787
CELL: (612) 599-7964

A1.2
of
1

door schedule

no.	location	thick	width	height	dr. type	fr. type	lintel	remarks
101A	CAR DETAIL	1 3/4"	3'-0"	7'-0"	1	A	CONC.	INSUL. H.M. DR. AND FR. (1)(3)
101B	CAR DETAIL	2"	10'-0"	10'-0"	2	E	STL.	INSUL. MET. W/ ELECT. OPENER (2)
101C	CAR DETAIL	2"	10'-0"	10'-0"	2		STL.	INSUL. MET. W/ ELECT. OPENER (2)
101D	CAR DETAIL	2"	10'-0"	10'-0"	2		STL.	INSUL. MET. W/ ELECT. OPENER (2)
101E	CAR DETAIL	1 3/4"	3'-0"	7'-0"	1	A	CONC.	INSUL. H.M. DR. AND FR. (1)(3)
102A	CAR DRYING	2"	9'-4"	8'-0"	3		STL.	RELOCATED O.H.D., TRACK AND OPENER
102B	CAR DRYING	1 3/4"	3'-0"	7'-0"	1	A	CONC.	
103A	CARWASH							EXIST. DR. AND FR. TO REMAIN
103B	CARWASH							EXIST. DR. AND FR. TO REMAIN

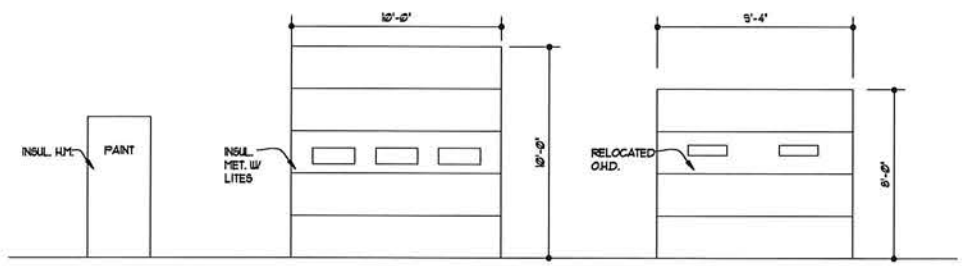
REMARKS

1. DOORS TO RECEIVE COMMERCIAL GRADE ADA APPROVED LEVER HARDWARE.
2. NEW O.H.D.'S TO BE 'O.H.D. CO. THERMOCORE DOOR SERIES 599' OR EQUAL R VALUE 17.5
3. NEW MAN DOORS TO HAVE POLYURETHANE CORE- R VALUE 10.0 OR BETTER

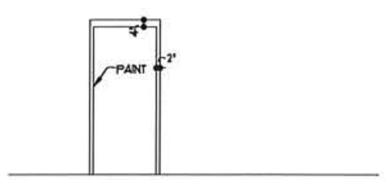
room finish schedule

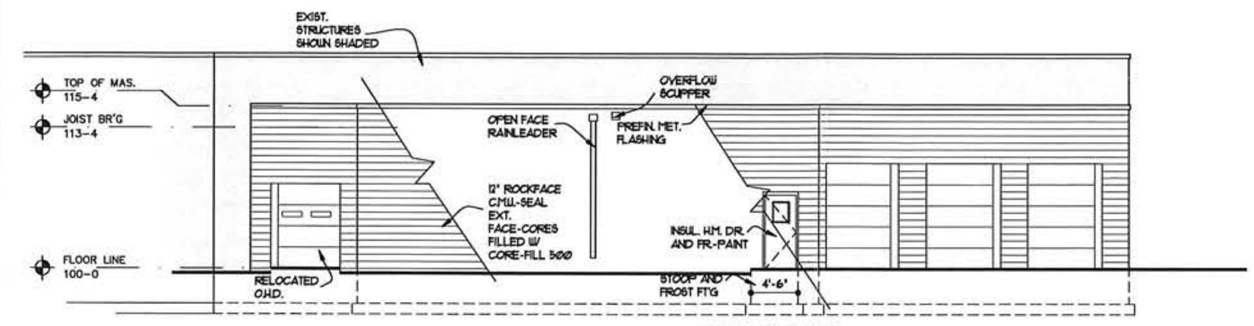
no.	name	floor	base	walls: north	east	west	south	ceiling	height	remarks
101	CAR DETAIL	SEAL CONC.		PAINT	PAINT	PAINT	PAINT	PAINTJOIST/DECK	13'-4"	SEE 1/A-3 FOR CONC. SLAB PLAN
102	CAR DRYING	SEAL CONC.		EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	P/C-EPOXY PT.	13'-4"	
103	CARWASH								13'-4"	EXIST. CARWASH

DOOR TYPES

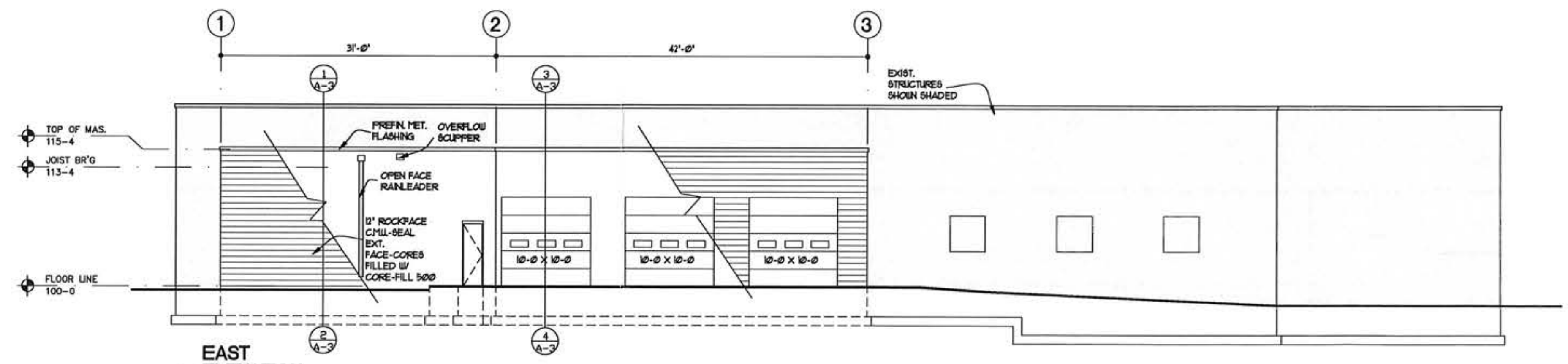


FRAME TYPES

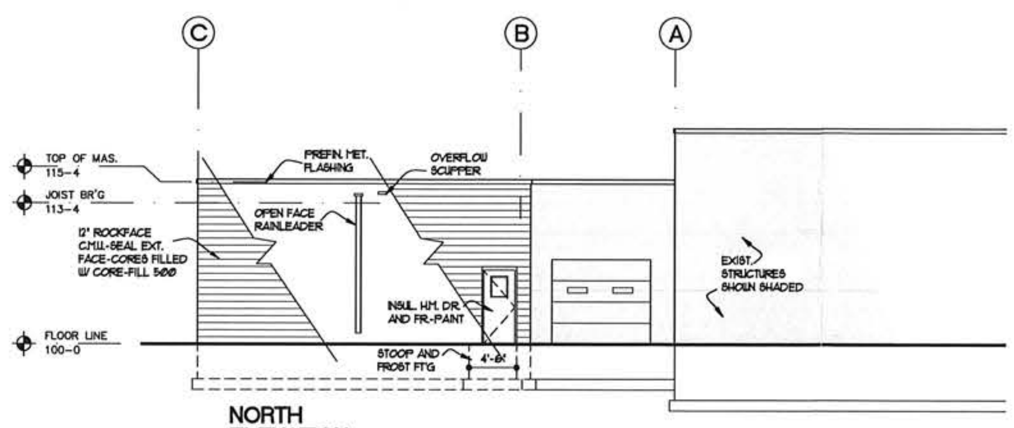




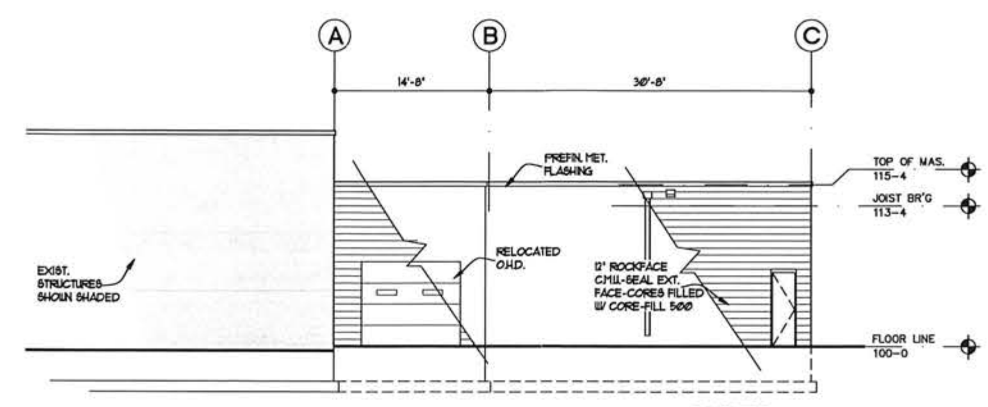
SOUTHEAST ELEVATION
4 A-2 1/8" = 1'-0"



EAST ELEVATION
3 A-2 1/8" = 1'-0"



NORTH ELEVATION
2 A-2 1/8" = 1'-0"



SOUTH ELEVATION
1 A-2 1/8" = 1'-0"

Date: 11-29-17
Comm. No.:19.17
Drawn By: HVP
Checked By: K.V.P.

Revisions

No.	Date	No.	Date

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly LICENSED Architect under the laws of the State of MINNESOTA
Date 11-29-17 Reg. No. 25573

PROPOSED CARWASH AND CAR DETAIL ADDITION
INVER GROVE HYUNDAI
1290 50TH STREET
Inver Grove Heights, Minnesota

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rlparchitects@aol.com
Phone: (651) 631-3767
CELL: (612) 599-7964

A2 of 3

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
∆✧JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
∆ALSO ADMITTED IN ARIZONA

MEMO

TO:	**Mayor and Councilmembers**
FROM:	**Timothy J. Kuntz, City Attorney**
DATE:	**January 17, 2018**
RE:	**Second 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 22, 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.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

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. <u>Council Action</u>. At the January 8, 2018 Council meeting the Council was asked to consider the first reading of an ordinance that would amend Section 4-1-6(I). The ordinance amendment provides that where there are large parcels (more than one acre) and where there are multiple buildings or leased spaces with shared parking, the 500 foot measurement will be taken from the main entrance of the off-sale liquor establishment to the nearest parcel boundaries of the school parcel or church parcel.

There were no changes suggested by Council at the first reading of the ordinance amendment.

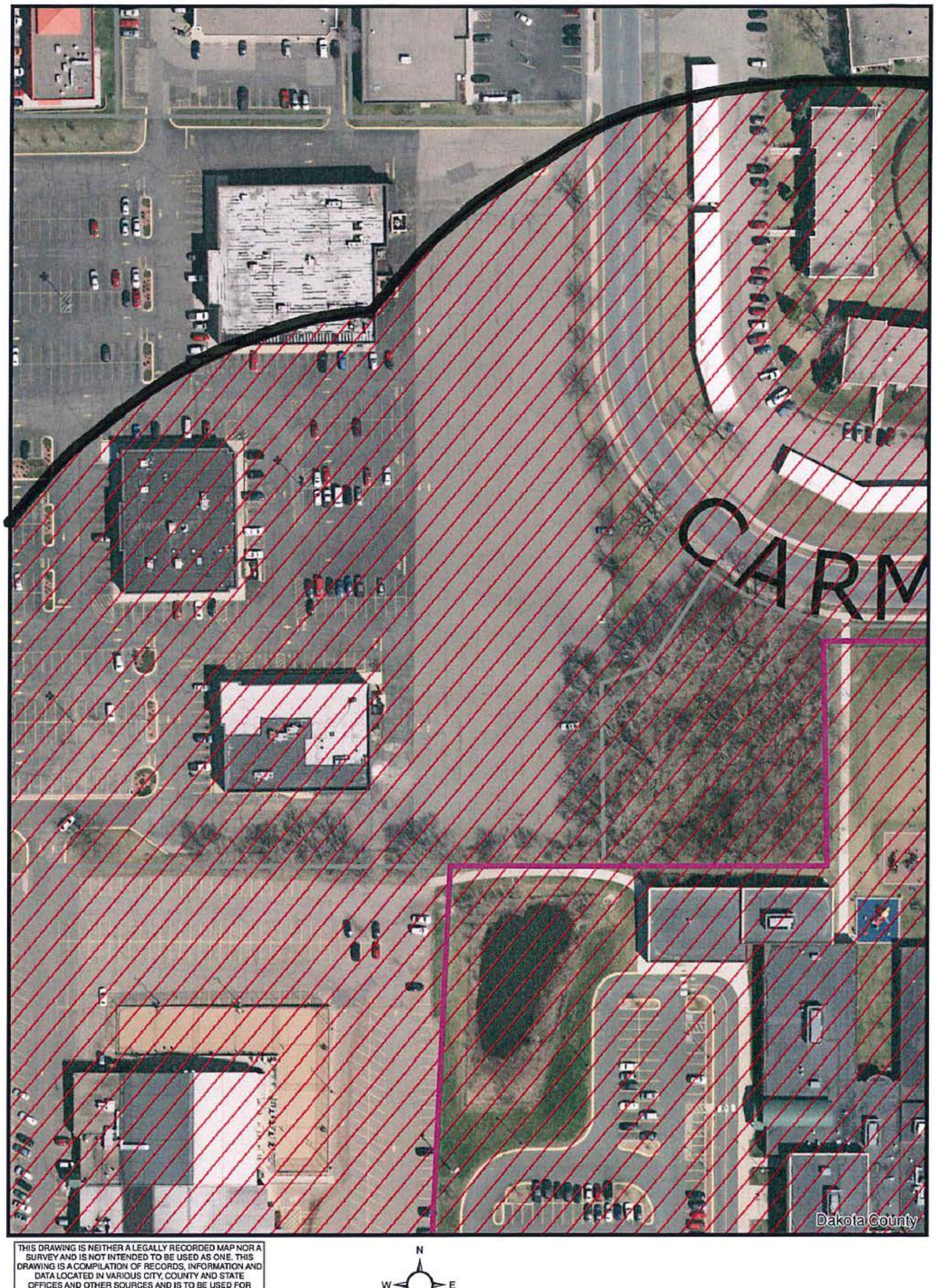
At the January 22, 2018 Council meeting the Council will be asked to consider the second reading of the ordinance identified as:

> *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*

Attached is a map in color that shows the distances from the school parcel to the proposed liquor store location. The blackline near the top of the map is the 500 foot mark. Some of the building is within 500 feet. Some is not. The front door is outside the 500 foot limitation. The parking on the west side is generally outside the limitation. The parking on the south is generally within the limitation.

Attachment

500' buffer from the school district parcel



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.

Map not to scale

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. <u>Amendment</u>. 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 12th day of February, 2018.

CITY OF INVER GROVE HEIGHTS

By: ______________________________
George Tourville, Mayor

ATTEST:

____
Michelle Tesser, City Clerk

AGENDA ITEM 7C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date:	January 22, 2018
Item Type:	Administration
Contact:	Joe Lynch
Prepared by:	Judy Thill
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
x	Other

PURPOSE/ACTION REQUESTED Consider approving the Schematic Design for Fire Station #2 that was prepared by Five Bugles Design.

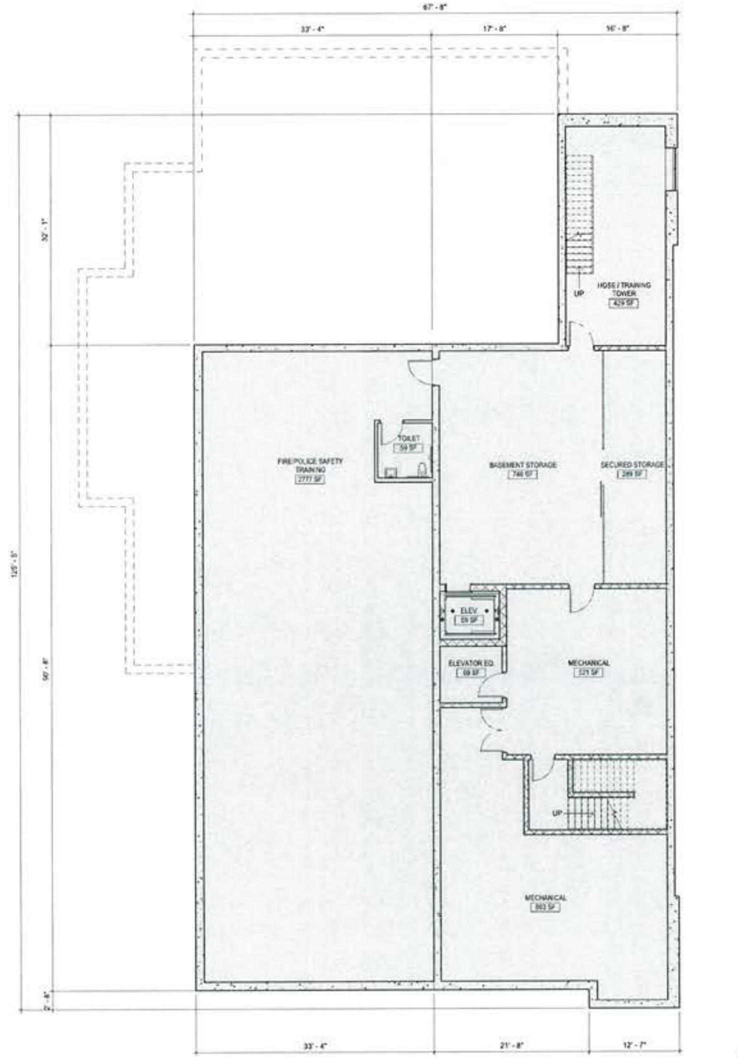
SUMMARY

At the September 25, 2017 meeting, Council approved awarding the contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design.

Representatives from Five Bugles Design have since met with the City Council, City Administrator, Fire Department Personnel and City Planning and Engineering Staff to develop a Schematic Floorplan design for the new Fire Station #2. Should the City Council approve the Schematic Design, Five Bugles will then begin the next phase of designing mechanical systems and deciding on exterior and interior materials, as well as developing construction documents for bidding purposes.

Staff is looking for approval of the Schematic Design for Fire Station #2 as prepared by Five Bugles.

Staff recommends approving the Schematic Design for Fire Station #2.



BUILDING SQUARE FOOTAGE		
APPARATUS BAY	=	7,895 SF
APPARATUS SUPPORT	=	2,530 SF
TRAINING	=	5,185 SF
ADMINISTRATION	=	5,240 SF
LIVING QUARTERS	=	4,290 SF
FIRST FLOOR	=	18,680 SF
SECOND FLOOR	=	6,460 SF
TOTAL	=	25,140 SF
PARTIAL BASEMENT	=	3,620 SF
TOTAL + PARTIAL BASEMENT	=	28,760 SF
ADD ALT BASEMENT	=	3,020 SF
TOTAL + ADD ALT BASEMENT	=	31,780 SF

1 BASEMENT
1/8" = 1'-0"
0' 4' 8' 16'

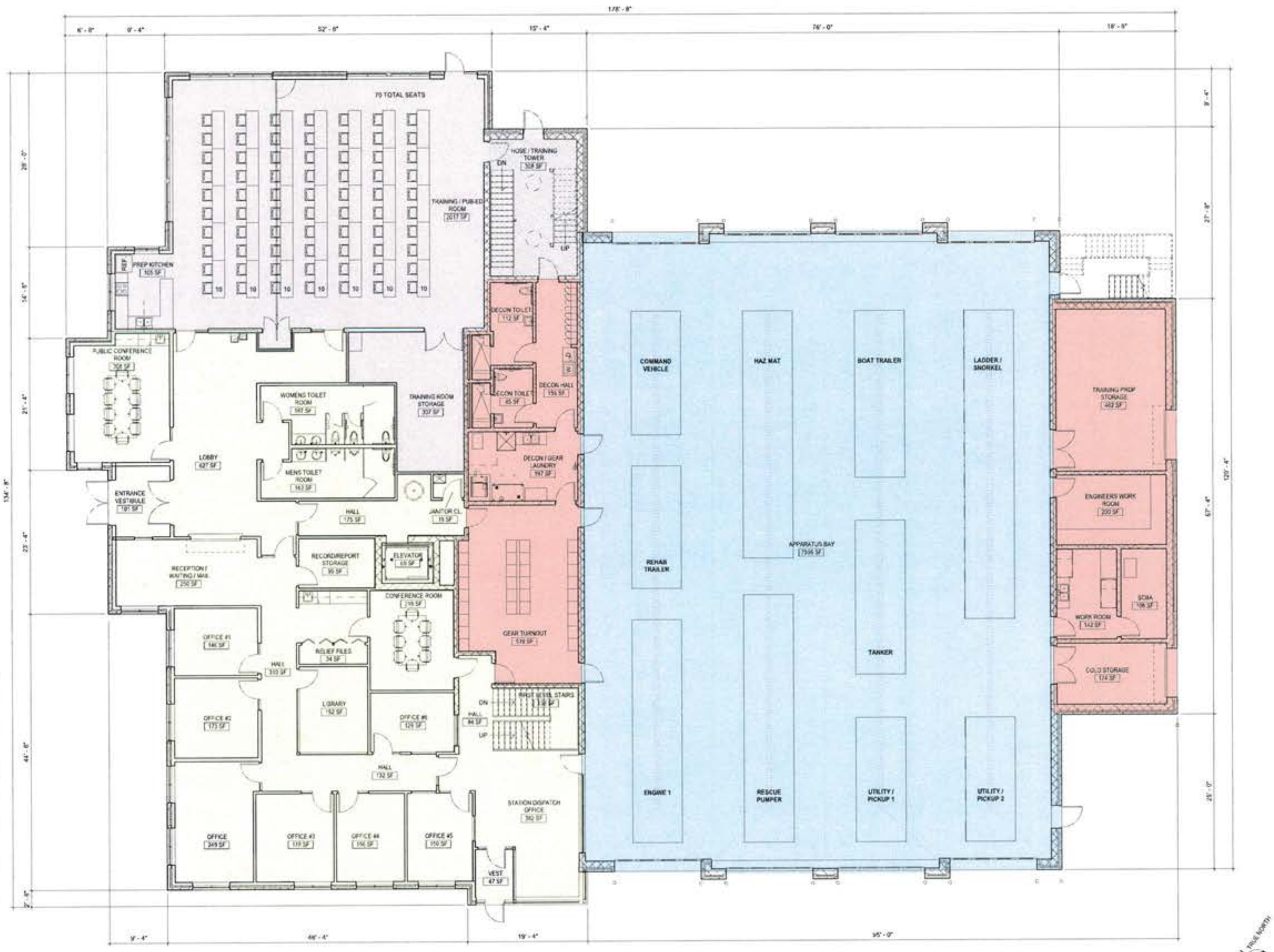
INVER GROVE HEIGHTS FIRE DEPARTMENT

SD.1-01.17.2018

INVER GROVE HEIGHTS, MN

Five Bugles Design

PROJECT 14-056



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(1) FIRST FLOOR

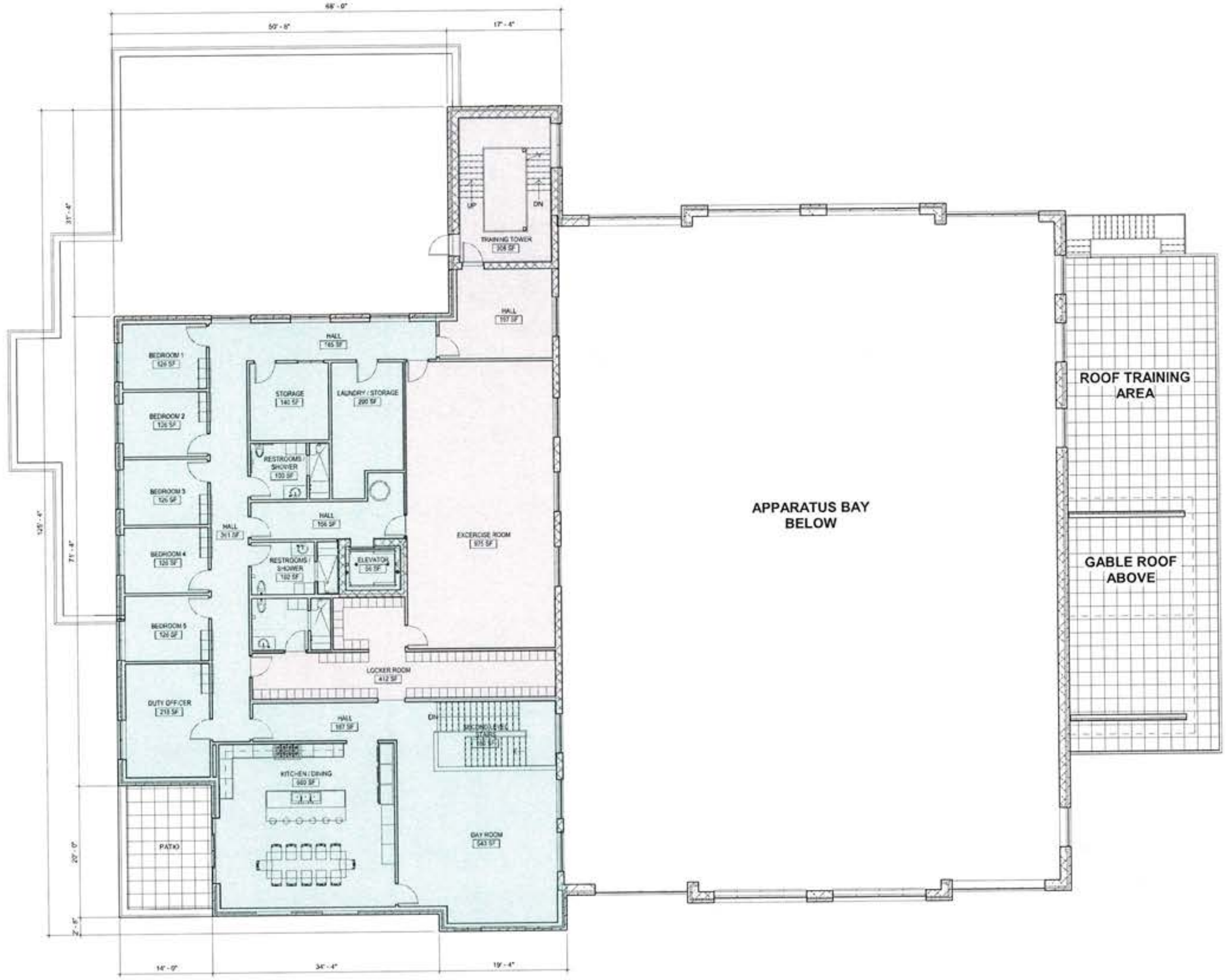
INVER GROVE HEIGHTS FIRE DEPARTMENT

SD.1-01.17.2018

INVER GROVE HEIGHTS, MN

Five Bugles Design

PROJECT 14-056



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TOTAL	=	25,140 SF
PARTIAL BASEMENT	=	3,620 SF
TOTAL + PARTIAL BASEMENT	=	28,760 SF
ADD ALT BASEMENT	=	3,020 SF
TOTAL + ADD ALT BASEMENT	=	31,780 SF

1 SECOND FLOOR

INVER GROVE HEIGHTS FIRE DEPARTMENT

SD.1-01.17.2018

INVER GROVE HEIGHTS, MN

Five Bugles Design

PROJECT 14-056

AGENDA ITEM 7D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	January 22, 2018		**Fiscal/FTE Impact:**
Item Type:	Administration	X	None
Contact:			Amount included in current budget
Prepared by:	Joe Lynch, City Administrator		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Council is asked to select one Council member as the regular board member and one Council member as the alternate board member to the newly created Dakota Broadband Board. This is the Joint Powers Agreement group formed by those cities and Dakota County wishing to extend broadband service to public service buildings in Dakota County and the operation and exercise of contracts for service, repairs, maintenance and policy decisions of the broadband service.

The Board will meet monthly initially, and then may change that meeting frequency based upon operations and need. The first meeting would be scheduled for February. At this time, I assume this will be a day time/afternoon time meeting, but I am not certain of that.

SUMMARY

I have enclosed a copy of the Dakota County Joint Powers Agreement for your information and review.

JOINT POWERS AGREEMENT
DAKOTA BROADBAND BOARD

November 30, 2017

Table of Contents

THIS JOINT POWERS AGREEMENT (as amended from time to time, this "**Agreement**") is entered into as of ___________ (Effective Date), by and between the parties described on Schedule A attached hereto (the "**Initial Participants**"), pursuant to Minnesota Statutes, Section 471.59.

1. Statement of Purpose and Powers to be Exercised. The purpose of this Agreement is to provide for the joint exercise of the statutory powers common to the Participants (defined below), pursuant to Minn. Stat. § 471.59, to establish, operate, maintain and improve the System (defined below) for use by the Participants and potentially other users including, but not limited to: the power to enter into agreements necessary or convenient to the exercise of such powers; to establish fees and charges with respect thereto; to acquire, own and convey real or personal property; to issue bonds or obligations under any law under which the Participants may independently issue bonds or obligations, and use the proceeds of the bonds or obligations to carry out the purposes for which the bonds or obligations are issued; and to take such other actions reasonably necessary to the establishment, operation, maintenance and improvement of the System (together with other powers described herein, the "**Joint Powers**"). Notwithstanding any other provision of this Agreement, the joint powers organization created by this Agreement shall not have: any power of eminent domain; any taxing powers; any power to pledge the full faith or taxing power of any of the Participants for any purpose whatever; or to issue general obligation indebtedness of any Participant.

2. Manner of Exercising Powers; Creation of Dakota Broadband Board. The Joint Powers of the Participants will be exercised through a joint powers board, which is hereby created, to be designated the Dakota Broadband Board (the "**Board**"), having the powers and duties described herein. The Board is authorized to exercise the Joint Powers on behalf of and in cooperation with the Participants as provided herein.

3. Defined Terms. Capitalized terms used herein shall have the following meanings:

"Access Fee" means an annual fee paid by each Participant as described in the System Plan or bylaws of the Board, which will include, but not be limited to, a fee (which shall be an equal amount for each Participant) in exchange for the Participant's use of the I-Net.

"Access the System" or "Accessing the System" means that a Participant has at least one System Component that is connected to elements owned by other Participants and is relying on the Board to operate and maintain the System Component(s) on its behalf.

"Agreement" has the meaning given in Section 1 of this agreement.

"Annual Participation Fees" means all payments made to the Board by Participants including but not limited to Access Fees, the Basic Membership Fees and Operations and Maintenance Fees.

"Backbone" the central portion of the network consisting of redundant optical fiber ring segments interconnecting diverse communications network elements (switches, routers, etc.), including connections at the colocation facility or facilities. Generally, the backbone capacity is greater than the networks connected to it.

"Basic Membership Fee" means an annual fee paid by a Participant regardless of whether or not it accesses any part of the System.

"Board" has the meaning given in Section 2 of this Agreement.

"C-Net" means the use of the System on any basis other than by the Participants for governmental purposes.

"CDA" means the Dakota County Community Development Agency and its successors and assigns.

"Drops" means the fiber optic cable and associated equipment necessary to serve individual retail customers. Drops typically begin at a handhole and terminate in the building of the retail customer.

"I-Net" means the use of the System by the Participants for governmental purposes.

"IRU" or "Indefeasible Right to Use" means agreements between a Participant and the Board, on behalf of itself and all other Participants, with respect to the use of System Components in which the Participant has an ownership or other legal interest.

"Initial Participant" has the meaning given in the Preamble of this Agreement.

"Joint Powers" has the meaning given in Section 1 of this Agreement.

"Lateral" means a fiber optic cable that is not part of the Backbone but instead extends fiber optic access into areas away from the Backbone.

"Operating and Maintenance Costs" means all expenses relating to the operation and maintenance of facilities controlled by the Board or used in connection with the System, including but not limited to, labor, contracted services, energy costs, monitoring costs, system configuration cost, switch-related costs, relocation costs, break repair costs, marketing costs, insurance, taxes, fees or similar charges.

"Participant" means the Initial Participants to the Agreement and each other qualified governmental unit satisfying the requirements of Section 4.B after the Effective Date of this Agreement, but excluding any governmental unit that has withdrawn from the Board pursuant to Section 4.D hereof.

"Supermajority" means a vote of two-thirds of the members of the Board, counted as one vote per member or on the basis of Weighted Voting, when required.

"System" means the telecommunication infrastructure necessary for the Participants to collectively provide more robust broadband, I-Net and C-Net services within Dakota County, including, without limitation, System Components and other network elements together with contract rights and agreements necessary or convenient in connection with the operation, maintenance, development and use of such components.

"System Components" means the various necessary or convenient elements of the System, including, without limitation, fiber optic cables, hand holes, switches and routers.

"System Plan" means the plan defining both the physical aspects of the I-Net and C-Net System and the methods for funding or financing the costs associated with the operation, maintenance, and development of the System, as more fully described in Section 18 of this Agreement.

"Weighted Voting" means a vote of the Board in which each member's vote is weighted by the proportion that the Operations and Maintenance costs allocated to the Participant the member represents bears to the total Operations and Maintenance cost during the year in which the vote is taken; provided, however that no prevailing vote will pass without the support of at least three members.

"Withdrawing Participant" means a Participant that has given notice of its intent to withdraw from the Board pursuant to Section 4.D.

4. Participant.

A. *General*. A county, city, town, school district, or other local unit of government whose jurisdiction is within Dakota County, and who has the authority to exercise the Joint Powers under Minnesota Statutes may be a Participant.

B. *Additional Participants*. In addition to the Initial Participants, any government entity described in Section 4.A is eligible to be a Participant, subject to the prior approval of the Board, by:

i. executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof;

ii. satisfying such other conditions mandated by the Board at the time as a condition to becoming a Participant.

C. *Annual Participation Fees.* The Board shall establish and collect, and the Participants shall pay non-refundable Annual Participation Fees. Withdrawing Participants shall continue to pay Annual Participation Fees due and payable during any required notice period under Section 4.D hereof. The Board shall not impose the Basic Membership Fee on the CDA unless the CDA is a Participant and is accessing the System.

D. *Withdrawal of Participants.*

i. A Participant that has not provided any System Components may withdraw, effective immediately, by providing written notice to the Chair of the Board.

ii. A Participant that has provided System Components may withdraw by providing not less than eighteen months advance written notice to the Chair of the Board, and by paying to the Board a "withdrawal payment." The withdrawal payment shall be determined through a good faith negotiation between the Board and the Withdrawing Participant. The purpose of the withdrawal payment is to require a Withdrawing Participant to pay actual and direct expenses incurred by the Board or another Participant which are reasonably related to the Withdrawing Participant's withdrawal including, without limitation, System Components relocation costs, leasing costs, and permit fees. If the Board and the Withdrawing Participant are unable to reach an agreement on the amount of the withdrawal payment, the disagreement shall be settled by binding arbitration, or in such other manner as is acceptable to the Board and the Withdrawing Participant. The amount of the withdrawal payment may be reduced to the extent the Withdrawing Participant and the Board enter into agreements which extend the Board's right to use System Components owned or controlled by the Withdrawing Participant. The provisions of Section 6.C hereof regarding termination of IRUs will continue to apply to Withdrawing Participants for the duration of any IRU.

iii. The withdrawal of a Participant will not, in and of itself, modify any IRUs or similar agreements executed by the Withdrawing Participant related to the use by the Board or other Participants of System components owned by the Withdrawing Participant. The term and termination of such IRUs and similar agreements are governed by the provisions in each individual IRU or similar agreement. In addition, each Withdrawing Participant shall remain liable for all financial liabilities incurred during the period it was a Participant, but shall not be liable for any new financial liabilities incurred after the date of delivery of its notice of withdrawal.

iv. Notwithstanding the eighteen month notice required for withdrawal under Section 4.D.ii above, the Board and the Withdrawing Participant may negotiate a shorter notice period in exchange for an additional payment by the Withdrawing Participant, designed to satisfy ongoing financial obligations of the Withdrawing Participant to the Board.

v. To the extent that IRUs granted by the Withdrawing Participant to the Board for System Components owned by the Withdrawing Participant continue beyond the withdrawal date, the obligations of the Withdrawing Participant to pay associated Operating and Maintenance Costs for such IRUs will survive withdrawal.

5. Board.

A. *Creation.* A joint powers board, known as the Dakota Broadband Board, is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement.

B. *Members*. Each Participant that is accessing the System is entitled to appoint two members of its governing body as a member and an alternate member to the Board. The terms of each member and alternative member shall be as established in by-laws to be adopted by the Board, but in any event, shall terminate at such time as the member or alternate member ceases to be a member of the governing body of the applicable Participant.

C. *Committees*. The Board may appoint standing and ad hoc committees including, without limitation, an operations committee, with the powers to be described in the Board's bylaws.

D. *Governance-Voting*. As shall be required in bylaws to be adopted by the Board:

i. Actions of the Board will be taken by vote of the Board in which each member of the Board shall have one equal vote unless Weighted Voting is required. Decisions will be made by a majority of the votes cast except where a Supermajority is required.

ii. Weighted Voting is required: to approve or revise the System Plan; to approve periodic budgets, including required contributions to be made by each Participant in support of such budgets; to employ any personnel of the Board; and to approve the issuance of any bonds or debt obligations of the Board. In the case of the issuance of debt, an affirmative vote of two-thirds Supermajority of the votes cast is required.

iii. When weighted voting is required, the weight of each Participant's vote is determined by the Participant's proportional contribution to the total annual Operations and Maintenance costs of the Board in the year the vote is taken, multiplied by one hundred. In no event shall the total of the weighted votes be in excess of, or less than, one hundred (100). However, no prevailing vote will pass without the support of at least three Participants.

E. *Governance-Officers.* At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the members designated by the governing bodies of the Participants. The Chair and Vice Chair shall be elected by the Board for one year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

F. *Purposes*. The Board shall: provide the structure for administrative and fiscal oversight of the System; set appropriate policies for the Board and the System; maximize the use of resources available to the various Participants for the benefit of the System; and establish and oversee any appropriate committees.

G. *Powers*. The Board shall have the general powers described in Section 1 of this Agreement, including the powers to do the following:

i. To negotiate and enter into contracts, including contracts: for the acquisition of real or personal property and equipment; employment of Board personnel, professional services and consultants; with wholesalers or resellers that desire to utilize the System;

ii. To acquire, construct, manage, maintain, or operate any interest in the System and any System Components;

iii. To apply for and hold any required licenses or permits;

iv. To sue and be sued;

v. To apply for, receive and utilize grants and loans;

vi. To accept donations;

vii. To issue bonds or debt obligations as permitted by law, by vote of a Supermajority of the Board, using Weighted Voting, provided that such obligations shall not constitute an obligation of any individual Participant;

viii. To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

H. *Additional Powers and Responsibilities*. In addition to the foregoing, the Board shall have the following specific powers and responsibilities, as further described and developed in the System Plan:

i. To approve contracts with commercial vendors regarding development, operation, marketing, public relations, maintenance and expansion of the System;

ii. To adopt an annual budget for operation and maintenance of, and capital improvements to, the System;

iii. To develop policies regarding accounting, contracting and procurement, employment, operations and maintenance, and asset replacement. The Participants expectation is that one or more of the Participants may provide financial accounting and or human resources services for the Board.

iv. To establish processes for setting the fees for Participants and non-Participants to access and use the System in accordance with the duly adopted System Plan and to administer the processes for setting fees that apply uniformly or equitably to all Participants;

v. To acquire or lease real property as required for operations;

vi. To discharge other duties consistent with the purposes of this Agreement or as required by law.

I. *System Plan*. A System Plan has been developed by the Participants in coordination with an outside consultant, Design Nine Broadband Planners, and titled "C-Net/I-Net Systems and Business Plan v7." The System Plan is fully incorporated into this Agreement by reference. The Board will formally adopt the System Plan at its first organizational meeting and may thereafter amend the System Plan from time to time as it deems appropriate. If there are any conflicts between the terms of this Agreement and the terms of the System Plan, the terms in this Agreement shall prevail. The vote to approve or modify the System Plan shall be by Weighted Voting.

6. Acquisition of Interests in System Components. The Board will acquire interests in the use of System Components as follows.

A. Participants will identify System Components for which they will grant to the Board IRUs with any qualifications or conditions, each of which will have an initial term of 10 years, with two five-year renewals which shall be automatic unless the Board affirmatively decides not to renew, by giving ninety (90) days' notice to the Participant prior to termination. In connection with, and as a part of the grant of each IRU, the Participant will grant to the Board all rights necessary or convenient for the Board to operate the System within the geographic boundaries of the Participant. The preceding sentence is not intended to grant to the Board prior approval of any permits required to be obtained in connection with any System Components to be constructed by the Board, provided however that such permits will not unreasonably be withheld by any Participant.

B. In connection with the grant by any Participant of an IRU to the Board for the benefit of the Participants as to any System Components, the Board will assume operating and maintenance costs and responsibilities with respect to such System Component.

C. With the prior consent of the Board, Participants may terminate an IRU as to any System Components owned by it with not less than two year's prior written notice to the Board. The Board will consent to such termination unless the removal will render the Backbone to be less than carrier class or violate any Board contracts. The Participants recognize that the two-year notice period is necessary and appropriate to permit the Board to make alternative provisions for the continuance of service. The Board may waive the two-year notice if it determines, in its sole discretion, that early termination will not adversely impact the System.

7. Ownership of System Components.

A. Each Participant retains the ownership interests it has in System Components, subject to the interests it grants to other Participants or the Board pursuant to IRUs or other contractual arrangements.

B. The Board recognizes that Participants may have partial ownership interests in System Components, or may have granted to third parties certain interests in such assets, which may limit the Participants' ability to dedicate or grant IRUs in such System Components.

C. The Participants' intent is that the Board will not own System Components unless in a specific situation the Board determines that it will construct and own certain System Components.

8. Expansion of System

A. Each Participant retains the authority to undertake and finance additional System Components to be owned by it, however each additional System Component that will be designated for operation and maintenance by the Board shall be constructed consistent with standards established by the Board and shall require prior review and approval as determined by the Board, in order to ensure that additions to the System will be undertaken in a coordinated manner. A decision to expand the System Components owned by a Participant remains with each Participant.

B. Each Participant must evaluate the financial viability for new System Components and System expansions. The Board will not participate in the cost of expansions to be owned by a Participant. The costs for new Laterals and Drops will be borne by individual Participants.

C. The Board may provide tools for Participants to expand the System by the addition of Laterals or Drops in accordance with the System Plan. This assistance would be in the form of technical assistance in implementation of the projects. The Dakota County Community Development Agency may provide financing assistance to Participants but will not participate in paying such costs.

9. Operating and Maintenance Cost Sharing. As is further described in the System Plan, Operating and Maintenance Costs will be separated into their logical parts. Responsibility for each cost category then will be shared by Participants based on distribution parameters appropriate for each category as determined by the Board.

Payment by Participants of their allocated share of Operating and Maintenance Costs will be in addition to the annual Access Fee. The Board shall use the Access Fees and Basic Membership Fees to offset a portion of the Operating and Maintenance Costs, as provided in the System Plan.

10. Financing Initial I-Net and Initial C-Net Capital Improvements. The following cost sharing provisions apply ONLY to the Initial Capital Projects. They do NOT apply to System expansions as described in Section 8. As is further described in the System Plan, Initial Capital Project costs will be shared as follows:

A. *Initial I-Net Capital Improvements Costs*. All municipal Participants and the CDA will pay for their own switches and their associated optics along with the fit-up costs relating to placement of the switches. Municipal Participants and the CDA will also pay for their own Drops and Laterals along with all associated splicing and other incidental costs, except that no municipal Participant or the CDA will be required to extend more than two thousand (2,000) feet of fiber optic cable to reach its primary access point. Each Municipal Participant will also contribute the same amount of funds as other Municipal Participants, with the equal share amount to be determined by the Board, to create an initial break/fix fund balance. Dakota County will pay for all other Laterals necessary to provide adequate access to the System for all Participants along with splicing and other costs associated with constructing the other Laterals. Dakota County will also pay for all costs related to the creation of the core nodes.

B. *Initial C-Net Capital Improvement Costs*. The CDA will pay for all costs relating to the Initial C-Net Capital Improvements as described in the System Plan.

11. Revenue Generation. As is further described in the System Plan, charges for use of the System will be imposed as follows.

A. *I-Net Usage and Charges*. Each Participant may use the System to the extent available within its boundaries for its own I-Net purposes on an unlimited basis, in exchange for annual payment of its Access Fee. Other than through the payment of the Access Fee, the Board shall not charge Participants for I-Net usage of the System.

B. *C-Net Revenues*. As further described in the System Plan, the Board will establish and collect charges for use of the C-Net, including different rates or charges for protected, versus unprotected, services. An amount equal to fifty per cent (50%) of revenue generated by C-Net usage will go the Participant in whose geographic limits the revenue is generated. An amount equal to forty five percent (45%) of revenue generated will be distributed pro rata to the Participants based on value of System assets provided by the Participants. An amount equal to 3.33% will be distributed pro rata to non-county members only based on their population. An amount equal to 1.67% will be distributed to Dakota County.

12. Establishment of a Relocation Fund; Submission of Capital Plans.

A. As further described in the System Plan, in the event of unanticipated need to relocate System fiber optic cable and associated structures and equipment, the CDA, at its option, may establish a fund which can be accessed by Participants for temporary construction financing on terms determined by the CDA. If the CDA creates a relocation fund, the Participants accessing relocation funds will repay the CDA beginning in the Participant's next budget year. The intent of this fund is to provide temporary construction financing to be repaid in the next budget year. However, in the case of hardship, the CDA Board at its sole discretion may authorize a multi-year repayment plan. All fund repayments will include interest at a rate to be established by the CDA Board.

B. In order to minimize the unexpected need to relocate facilities, each Participant shall submit its Capital Improvements Plans relating to any System Components to the Board for review and comment prior to adoption thereof.

13. Default; Remedies. Upon the occurrence of any default hereunder, the Board and each Participant shall have any and all remedies available to it at law or in equity.

14. Liability; Indemnification.

A. *Responsibility for Own Acts and Omissions*. No Participant shall be liable for the acts or omissions of another Participant, unless it has specifically agreed in writing to be responsible for the same. Each Participant acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Participant agrees to promptly notify all Participants if it becomes aware of any potential Board related claims or facts that are likely to give rise to such claims. Neither the Board nor any Participant shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Participant, except as expressly provided herein or in any of the documents authorized herein.

B. *No Waiver*. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Participant's statutory or common law immunities or limitations on liability, including by not limited to, Minnesota Statutes Chapter 466. Further, the Participants' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Participants and the Board. For purposes of determining total liability for tort damages, each Participant and the Board are considered a single governmental unit and the total liability for all of the Participants and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Participants under Minnesota Statutes Sections 466.06 or 471.981.

C. *Indemnification.* The Board shall be considered a separate and distinct government joint powers entity to which the Participants have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 14.A, to the extent of any liability insurance carried by the Board and available for such purpose, the Board shall defend, indemnify and hold harmless each Participant from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Participants taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Participant for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. The Board shall carry insurance which provides for coverage equal to or greater than commercial general liability insurance in the amount of at least two million ($2,000,000) dollars. If the

Board employs any personnel, it shall also provide for worker's compensation benefits in the amount consistent with state statutes.

D. *Uninsured Liability.* If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Participants on the basis of each Participant's proportional contribution to the total Operations and Maintenance costs of the Board in the year in which the action or inaction giving rise to the liability is occurred.

15. Termination of Board; Disposition of Assets. This Agreement may be terminated, and the Board dissolved, upon the vote of a Supermajority of the Board using Weighted Voting. Prior to voting to terminate this Agreement, the Board shall adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the Participants who have not previously withdrawn in proportion to the total of all contributions made by the remaining Participants in place at the time of dissolution.

16. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Participants who are members of the Board. Notwithstanding the foregoing, no amendment shall adversely affect the security for any bonds or debt obligations issued by the Board and outstanding at the time of the amendment.

IN WITNESS WHEREOF, each of the Participants has caused this agreement to be executed on its behalf by its respective authorized officers, all as of the date first above written.

DAKOTA COUNTY, MINNESOTA

By______________________________
Its ______________________________

Approved as to form

____
Assistant County Attorney Date

[Additional Participant Signature Pages to be added.]

CITY OF APPLE VALLEY

Date: ___________________________ By: ____________________________
Mary Hamann-Roland, Mayor

Attest:

Date: ___________________________ By: ________________________
Pamela Gackstetter, Clerk

CITY OF BURNSVILLE

Date: ____________________________ By: ____________________________
Elizabeth Kautz, Mayor

Attest:

Date: ____________________________ By: _________________________
Macheal Collins, Clerk

CITY OF FARMINGTON

Date: ___________________________ By: ___________________________
Todd Larson, Mayor

Attest:

Date: ___________________________ By: _______________________
David McKnight, City Administrator

CITY OF HASTINGS

Date: ____________________________ By: ____________________________
Paul Hicks, Mayor

Attest:

Date: ____________________________ By: ________________________
Melanie Mesko Lee, City Administrator

CITY OF INVER GROVE HEIGHTS

Date: ___________________________ By: ____________________________
George Tourville, Mayor

Attest:

Date: ___________________________ By: ________________________
Joe Lynch, City Administrator

CITY OF LAKEVILLE

Date: ___________________________ By: ___________________________
Douglas P. Anderson, Mayor

Attest:

Date: ___________________________ By: ______________________
Justin Miller, City Administrator

CITY OF MENDOTA HEIGHTS

Date: ______________________________ By: ______________________________
Neil Garlock, Mayor

Attest:

Date: ______________________________ By: __________________________
Lorri Smith, Clerk

CITY OF ROSEMOUNT

Date: ___________________________ By: ____________________________
Bill Droste, Mayor

Attest:

Date: ___________________________ By: ________________________
Clarissa Hadler, Clerk

CITY OF SOUTH ST. PAUL

Date: ______________________ By: ______________________
James Francis, Mayor

Attest:

Date: ______________________ By: ______________________
Christy Wilcox, Clerk

CITY OF WEST ST. PAUL

Date: ___________________________ By:_____________________________
Jenny Halverson, Mayor

Attest:

Date: ___________________________ By: ________________________
Chantal Doriott, Clerk

DAKOTA COUNTY DEVELOPMENT AGENCY

Date: ______________________________ By: _________________________________

Attest:

Date: _______________________________ By: __________________________________

Schedule A
Initial Dakota Broadband Participants

City of Apple Valley
City of Burnsville
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
Dakota County Community Development Agency