

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, March 12, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Police Chief Update

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. Minutes of February 26, 2018 City Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending March 7, 2018

C. Consider Approval of Massage Individual Therapist License for Enrique Solano, Inver Grove Chiropractic, 2940 65th Street East

D. Consider Resolution Approving of a Limited Use Permit with MnDOT for a Parking Area in the Right-of-Way of Trunk Highway 3 at 65th Street (CSAH 26) for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

E. Consider Resolution Approving Final Plans and Specifications and Authorize Advertisement for Bids for the 2018 Improvement Program, City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

F. Consider a Resolution Authorizing Preliminary Engineering Services and Authorizing Preparation of a Feasibility Report for a Stormwater Treatment System Located at Dickman Trail, City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin

G. Consider Resolution Awarding Contract for Demolition of 6940 and 6950 Dixie Avenue to Lloyd's Construction Services Inc.

H. 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 HEARING:**

A. Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

7. **REGULAR AGENDA:**

I. **FINANCE:**

A. Resolution Authorizing 2017 Transfers and Fund Closings

B. Resolution Approving Carryover of Unused Budget Appropriations

II. COMMUNITY DEVELOPMENT:

C. GREG GROVER; Consider a Resolution relating to a Variance from the front yard setback to allow a garage 26 feet from the front property line for property located at 7231 Cahill Avenue.

D. FRATTALONE'S DAWNWAY; Table action to March 26 for 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 (item tabled from 12/11/17).

E. MWF PROPERTIES; Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use from CC, Community Commercial to HDR, High Density Residential for property bounded by 65th Street, Buckley Way and Buckley Circle.

F. PINE BEND LANDFILL; Consider the Second Reading of an Ordinance Amendment to allow a side slope capacity expansion of an existing landfill as a conditional use permit in the Integrated Resource Management Overlay District following for property located at 2495 117th Street E.

G. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance to allow Park and Ride facilities as an Interim Use in the B-3, B-4 and P zoning Districts.

H. ADAM MILLER; Consider a Resolution relating to a Variance to allow an accessory structure to be located 36 feet from the side property line whereas 50 feet is required for property located at 1358 Courthouse Boulevard.

III. PUBLIC WORKS:

I. Authorization for the Use of Eminent Domain Process to Acquire Easements for Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2017-24 and Installation of Trunk Watermain in the Northwest Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03

J. Consider Resolution Awarding Contract for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots

K. Consider Change Order No. 1 for City Project No. 2017-21 – VMCC/Golf Course Parking Lots

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 26, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, February 26, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry, and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, City Engineer Kaldunski, Fire Chief Thill, and Recording Clerk Yourczek (absent).

3. PRESENTATIONS: There were no presentations at this time.

4. CONSENT AGENDA:

- A. i. Minutes of February 5, 2018 Work Session Meeting Minutes
- ii. Minutes of February 12, 2018 City Council Meeting Minutes
- B. Resolution 18-35** Approving Disbursements for Period Ending February 20, 2018
- C.** Consider Approval for Design Services/Plans and Specification for the Replacement of Rich Valley Tennis Court
- D.** Consider Renewal of North Valley Disc Golf Operations Agreement with Municipal Disc Management (MDM)
- E. KYLE KRECH – CASE NO. 17-07CV:** Approve a **Resolution 18-36** relating to the Storm Water Maintenance Agreement for the property located at 6163 Cahill Avenue
- F.** Accept Proposal for Professional Services for Design and Construction Administration and Observation for Exterior Reconditioning of the Five Million Gallon Concrete Ground Storage Reservoir
- G.** Accept and Approve Proposal from Stantec Consulting Services for the Northwest Area (NWA) Trunk Water System
- H.** Consider a **Resolution 18-37** Authorizing Engineering Services and Authorizing Preparation of an Operation and Maintenance (O&M) Manual and One-Year Evaluation Report for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company
- I.** 2018 Draft Legislative Initiatives
- J.** Personnel Actions

Councilmember Piekarski Krech requested to pull Agenda Item D.

Motion by Bartholomew second Perry by to approve all items on the Consent Agenda with the exception of Agenda Item D.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech had a question about Agenda Item D, the renewal of North Valley Disc Golf Operations Agreement with Municipal Disc Management. She asked about the timeframe between 2016 to 2017 when the percentages were changed, it was only supposed to be a 10% difference, we came out almost 50% less in revenue on the part of the City. She asked if there are fewer users.

Park and Recreation Director Eric Carlson stated there were fewer people playing while they were staffed, but that there is still value to having them there as they help monitor and report happenings, so they can respond quicker. He stated the percentage was the same in 2017.

Councilmember Piekarski Krech stated that if the usage is changing that much, maybe they needed to change something else. The first two years were consistent. She asked if they were given statistics on the usage. That information would be helpful to have.

Director Carlson suggested that they keep it the way it is for this year and bring it back for review. He responded that in terms of use, they are given a report and will share that information with the Council.

Motion by Piekarski Krech second by Perry to approve Agenda Item D, to Consider Renewal of North Valley Disc Golf Operations Agreement with Municipal Disc Management (MDM).

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: There was no public comment at this time.

6. PUBLIC HEARING:

A. Assessment Hearing for the 2018 Pavement Management Program, City Project No. 2015-09D- Broderick Boulevard Area Reconstruction. Resolution 18-38.

City Engineer Tom Kaldunski stated this is a Public Hearing for improvements on Broderick Boulevard located on the north side of 80th Street down to Concord Boulevard. He stated there is 28 parcels for assessment. The total project cost is \$4.6 million and they are using over \$2 million dollars of City funds. The project has received a construction grant and a deed grant. He stated the hearing tonight is focusing on the special assessments totaling \$655,624. The assessments will be spread among the properties depicted on the map. He stated they held an informational meeting for residents two weeks ago, and they did not receive any feedback or objections. He stated tonight's meeting is for public input. He stated they are looking at making these assessments payable in January 2019 at the assessment rate of 4.2% at a ten-year term. He stated the assessments are lower than those in the feasibility study due to favorable bids and the award of two grants. He stated the apartments and townhomes are being assessed from \$447 up to \$876. He stated the commercial properties assessments would be \$0.12 to \$0.46 cents per square foot. He stated they have easements in place and will come to the next City Council meeting to award the contracts. The contractor is McNamara Contracting.

Motion by Piekarski Krech second by Perry to close the public hearing at 7:10PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve the Assessment Hearing for the 2018 Pavement Management Program, City Project No. 2015-09D- Broderick Boulevard Area Reconstruction. Resolution 18-38.

Mayor Tourville asked what the bids were like.

Engineer Kaldunski responded that there have been very favorable bids on this project.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. JAYME QUINELL; Consider a Resolution relating to a Variance to allow a porch addition six feet from the side property line whereas 10 feet is required for property located at 9304 Avalon Court. Resolution 18-39.

Community Development Director Tom Link stated the request before you this evening is to remove an existing deck and replace it with a three-season porch. The deck is considered an accessory structure and is required to have a five-foot setback. He stated the porch is considered to be a principle structure and is required to have a larger ten-foot setback. The proposal is to encroach the edge of it by four feet. He stated the setback would then be six feet versus ten feet and the side yard setback will be increasing. He stated that staff finds the request to be reasonable, and that the lot is an irregular shape and the home is angled on the lot. Staff is recommending approval of the four-foot variance for the enclosed porch. He stated that the Planning Commission unanimously recommends approval. He stated that no one attended the public hearing but that they did receive an email today from a neighbor who was concerned about a fence and drainage and access to the rear property.

Motion by Piekarski Krech second by Bartholomew to receive the correspondence from Larson on this item.

Ayes: 5

Nays: 0 Motion carried.

Director Link stated that the City Engineer looked at the request and had no comment on it. The porch is set back one foot further than the existing deck and that it is enclosed. He stated that from staff's perspective they do not see a problem.

He stated the fence was paid for by both parties' years ago and is a private matter between the property owners.

Director Link responded that they did find a building permit, and that it met the five-foot setback.

Councilmember Piekarski Krech commented that since the original deck was open underneath, and this would be an enclosed structure, there may not be room to get into the back yard.

Director Link stated that may be the case, but they look at it from the property line and the structure. They didn't consider the access underneath the deck.

Jayme Quinell with Outdoor Spaces, Farmington, stated they were contracted for the work last fall and were due to begin in December until they got to this point. He stated that the proposed porch is a three-season screened room, and that water will go through the screens and through the floor, so it's not completely weather resistant. He stated the deck and porch will be the same size and height. The porch is five inches narrower than the existing deck. The neighbor was concerned about drainage, but there will be gutters.

Mayor Tourville asked if the gutters can direct water away from the neighbor's property.

Councilmember Piekarski Krech stated that he needed to make sure the water is directed away from the property. She stated the storm water regulation state that you have to maintain your own storm water on your own property.

Mr. Quinell responded that he can direct the downspouts away from the neighbor's property.

Mayor Tourville asked that the owner make sure the drains run away from the property. He asked when this project will begin and if there will be changes to footings.

Mr. Quinell responded that this will begin as soon as the permits are approved. He stated they are going to be adding two additional footings to carry the roof load, and that they may even have to pull existing footings and replace them with larger ones.

Public Works Director Scott Thureen stated with the amount of snow on the ground now, you won't be able to determine slopes and drainage at this time of year.

Councilmember Bartholomew asked Engineer Kaldunski if there were any storm water easements?

City Engineer Kaldunski responded that if there is an easement, and he hasn't looked at this particular case, there would be a five foot one on the side yards. He stated that they have room to work on any drainage easement if one exists.

Councilmember Piekarski Krech stated that Item B on the Resolution says the location of the porch does not appear to have any adverse impacts on neighboring properties. She asked if it can be changed to "if there are any" adverse impacts.

Councilmember Bartholomew suggested putting "will correct any adverse impacts" in the motion.

Mayor Tourville suggested adding another letter and adding an additional porch will not affect drainage to the neighbor's property adversely.

Mr. Quinell stated that he could work with the homeowner and get drain tile added so that the water isn't just a downspout but is directed toward the front beyond the neighbor's yard.

City Attorney Tim Kuntz stated that items A, B, and C that you are referencing are findings that were incorporated. You would be adding a paragraph two.

Mayor Tourville agreed with Attorney Kuntz in that it would be better to add a "2" to the language.

Motion by Bartholomew second by Hark with the addition of the second condition and approve to Consider Resolution 18-39 relating to a Variance to allow a porch addition six feet from the side property line whereas 10 feet is required for property located at 9304 Avalon Court.

Ayes: 5

Nays: 0 Motion carried.

B. INDUSTRIAL EQUITIES, LLP; Consider the following for property located at Auburn Path and Argenta Trail:

a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from P, Public/Institutional to GI, General Industrial. Resolution 18-40.

b) An Ordinance to Rezone the property from P, Institutional to I-2, General Industry

City Planner Allan Hunting stated that you have an application before you for the Comprehensive Plan and Rezoning change for property located at Auburn Path and Argenta Trail. He stated that the applicant has a separate application for the next meeting, proposing a multi-tenant office warehouse to be constructed. He stated there are three lots where planning doesn't occur and the zoning was changed. He stated that in 2016 there was an application to change the land use to a Limited Industry. The City Council denied that request based on open storage or future building. The Council didn't feel that was significant enough improvement to warrant change.

He stated the area has a number of different land uses surrounding it. The I-2, General Industry District, assumes there will be heavy industrial uses, and with light industrial, you will find those closer to residential areas as they have lighter uses. He stated the following two issues to consider:

1. Access. He indicated the location on a map and stated that it doesn't seem viable to run northward, as they thought it was possible to run a connection to Alberta Way. He stated that this needed to be further addressed in regards to having a public street or removing the easement and letting it be a private driveway.
2. Utilities. The land is part of the Eagan and Inver Grove Heights Joint Powers Agreement (JPA) for utilities. He stated that it can be served by the Eagan system. The question is in continuing that or following the path that continues with the northwest area utilities.

Planner Hunting stated the question is what would be the most appropriate use. He asked if they decided to continue with public institutional, which is limited to public buildings, schools, and churches, should it be general industrial or light industrial. He stated that the Planning Commission recommends approval with the General Industry District. He stated that they have received three emails from residents which were addressed at the Planning Commission meeting and then forwarded onto the City Council via email. John Allen, Industrial Equities, 321 1st Avenue North, Minneapolis, MN, stated they are developing this project for their own portfolio. They have built in 19 different communities throughout the Metropolitan area. He stated that they have projects located next to high end residential in Minnetonka and Eden Prairie, and a new project in Burnsville right next to a Cemetery, off of Highway 13. He stated they also own properties on Dodd Road and 494 and still hold those properties. He stated that with 35 years in the business, they have sold four of their projects. He stated that when they build, they build for their portfolio and build at a higher quality and standard level. The tenant mix is corporate, high tech, bio tech, and engineering. He stated they are excited about the opportunity to build in Inver Grove Heights due to this location. He stated this would be a good mix for them and that these are properties that generate a significant tax base.

Councilmember Piekarski Krech asked if he already had tenants for the building you are proposing.

Mr. Allen responded yes, they have a major corporation in another building of theirs that would like to expand.

Councilmember Piekarski Krech stated that we have an office industrial space that has been sitting empty for a number of years.

Mr. Allen responded that the issue there could be that there isn't a lot of demand for the office showroom type look. He stated that they have built a lot of properties and this is an enviable location, and a great tenant base. He commented that in other cities, the Councils want them to come in because they create workforce space that residents can come to. He stated this is a terrific site, but there could be a mismatch with the zoning and the market right now, but that he would like to build here. Councilmember Bartholomew asked about vacating the road easement. He asked if that interferes with plans.

Mr. Allen responded that for access and fire safety, that is an easement that you have to have. He discussed the alignment to what he has currently, or have an easement come through the new public access. He stated they would prefer having it vacated, as they will have to build a public access due to fire and health safety issues, but it would not be a problem.

Mr. Allen stated they have an access agreement easement coming across that borders this site. He stated they bought from Mr. Danner under contract, which brings the ability to bring the easements in from Yankee Doodle for both sewer and water. The utilities design is to satisfy the northwest district utility from a storm water perspective which is required by Code.

David Jansen, 7985 Argenta Trail, stated he is the one with the home that they keep drawing a line through to make a road to the north of the property. He stated it would be nice to have a final solution as it has been stressful to come here about these types of projects. He addressed the land to the north in Eagan, which will be townhomes, bringing in more residential. He stated that Ralph Taylor's land, in the new Comprehensive Plan, will be switched back to residential. Some of the industrial business park land

is being turned into townhomes. He stated that the neighbors could be concerned about traffic. He stated he would like to see some discussion in putting controls on the types of businesses that goes in there and the terms of hours of operation and amount of traffic. He is hoping they can discuss those things as the process goes on. He stated he is concerned that if the developer backs out, would the designation remain the same. He asked if they could see this as one whole package instead of the Comprehensive Plan Amendment now and the zone change, and then two weeks later something else. He stated in the past there has been one package that can be voted on all at once, which was much easier.

Mayor Tourville asked if staff could work with the developer and the homeowner and take a look at where the road could go.

Planner Hunting responded that there are limited options and referenced them on a map. He stated the only other access point would be to Alberta Way. He agreed that one road even shows it going through Mr. Jansen's home. He stated there could be residential and industrial using the same road. He stated that if that wasn't practical, then you could use a cul-de-sac road and turn the other into a private drive.

Councilmember Piekarski Krech asked if that was because they will never have access to Yankee Doodle Road.

Planner Hunting responded that was correct.

Mr. Jansen stated if they were to come to him with a big check he would consider it. It's a beautiful home with oaks all around. It was developed early enough that there wasn't much done with the land. He stated there was an easement for his driveway that will stay in effect until another driveway is built. He stated he doesn't want to put improvements in the home and then end up selling.

Planner Hunting stated the plan has been submitted for preliminary approval. This would be regarding the private driveway.

Councilmember Bartholomew asked if they would still have access off of the Auburn cul-de-sac. Planner Hunting responded yes, they would. There is an existing access from the cemetery property that would tie into a nearby driveway. He stated that if residential development were to occur in the area, you would do a public street opposite of Alberta Way. If it is redeveloped, then the driveway would not be needed any longer. Their thought is to connect them or come in with a cul-de-sac in future when a developer buys the land.

Motion by Bartholomew second by Hark to approve a Resolution 18-40 relating to a Comprehensive Plan Amendment to change the land use designation from P, Public/Institutional to GI, General Industrial.

Mayor Tourville asked if the other plan will be available at the next meeting.

Planner Hunting responded that at the next meeting they will be discussing the preliminary PUD Plan. The applicant is proposing the private driveway system. He stated that staff has to look at which is the best route to go.

Mayor Tourville stated that between staff, the homeowner, and the developer, we can work something out with the private drive.

Planner Hunting stated that the proposal and the homeowner want the same thing, which is to have the private drive and then do the public street.

Community Development Director Tom Link stated there is still the issue as to whether you wanted to have the General Industrial (I-2) or Light Industrial (I-1). He stated the applicant has requested the General Industry as the uses are permitted. He stated that when we have industrial near residential, we go with the I-1 as that is Conditional Use and the City can look at individual developments and how they affect that neighborhood.

Councilmember Bartholomew clarified that the motion was just for the Comprehensive Plan with the G1 Industrial. Councilmember Hark also agreed.

Mr. Allen stated that you have a very open I-1, but what you don't allow is manufacturing. He commented that would be a problem with a lot of their users and tenants because they do a lot of bio-tech, engineered assembly, and light manufacturing in the buildings. He stated that needed to be done by Conditional Use Permit. He stated that if he doesn't have that zoning, then he has to tell them that he needs to go to the City to get permission to do that, and then all his competitors are chasing the same deal. He stated that it is a restraint from a leasing standpoint. He stated that with the G1 designation, the types of businesses that do bio tech, or have laboratory space, that you would not be able to go after that type of user, and that's the reason why he wants I-2. He stated under your Code you preclude that in that area without a Conditional Use Permit. He stated that puts us at a competitive disadvantage by not being able to market to those that would do assembly, production, etc. He stated that those are the types of users they are going to get.

Mayor Tourville asked how many parking spaces they were planning for.

Mr. Allen responded they are providing less than they could have, with 183 parking spots, which will be adequate with the type of uses that they are going to pursue and have on this site.

Mayor Tourville stated that we will now move on to the next item which is an Ordinance to rezone the property from P Institutional, to I-2 General Industry.

Planner Hunting stated that I-2 General Industry is where all uses are permitted. The I-1 is a limited industry which equated with the limited industrial comprehensive guiding. He stated that General Industrial Comprehensive Guiding I-2 is the zoning district that goes along with the general industry. He stated that the Council has just approved to change the Comprehensive Plan to General Industry, and with that, the I-2 would be the consistent zoning. It makes everything a permitted use, and that is what Mr. Allen, and all the uses he is proposing, would be permitted uses in the I-2 District.

Motion by Bartholomew second by Hark to approve the Ordinance to I-2 General Industry.

City Attorney Tim Kuntz stated that in the Comprehensive Plan Resolution that you have passed and voted on, it stated that the Comprehensive Plan land use doesn't become effective until the rezoning and development plan has been approved by the Council. He stated that now we are moving to a zoning ordinance and due to a previous discussion between Tom Link and himself, that the motion on the rezoning should not become effective until you approve the development plan.

Mayor Tourville asked if they can make it contingent.

Attorney Kuntz stated that whether you use the word contingent or not, it's not going to be effective until the development plan is approved.

Community Development Director Tom Link suggested that the motion be stated to rezone it to I-2 but that it doesn't become effective until the development plan is approved.

Mayor Tourville asked if the one who made the motion and second, were in agreement to that.

Councilmembers Bartholomew and Hark agreed.

Ayes: 5

Nays: 0 Motion carried.

C. INTERSTATE DEVELOPMENT CORPORATION; Consider the following for property located at 9015 Broderick Boulevard:

a) An Ordinance to amend the Arbor Pointe PUD Ordinance to allow Special Education School as a permitted use in the CSC, Community Shopping Center District. 1346

b) A Resolution relating to Amending the Arbor Point PUD to approve a revised site plan for the location. Resolution 18-41.

Community Development Director Tom Link stated the property under discussion is located at the intersection of Concord and Highway 52/55, in the old Rainbow grocery store. The applicant is proposing to purchase the property and then turn around and lease it to the Intermediate School District 917, which is a Special Education School. He stated the interior of the building would be remodeled for classrooms and offices. The exterior would be changed slightly adding more windows and updating the front entry. He stated the Rainbow store has been vacant since mid-2014 and there have been no inquiries for retail for that building. Progress Plus, on behalf of the City, went out and contacted various grocery stores and none of them expressed interest. He stated that from a staff's perspective, it is no longer feasible for retail as it was originally designed.

He stated that this serves a unique need in Inver Grove Heights, as it is something we do not have in the area and would serve the area and the surrounding cities. The idea is to generate activity and customers for the retail and commercial in the area. This would do a moderate amount to that as it would bring in 75 employees. He stated that if we went through redevelopment, and a small area plan, and re-designate to another use whether that is office, hotel, apartments, or townhomes, that redevelopment would generate more activity and traffic. He stated that if you are looking at maximizing traffic and activity in this area, you have to look at redevelopment that would take a few years and effort on the cities part to change the land use. This proposal would do a lesser amount to that as far as generating activity and serving a unique need. He stated that the School District is supportive due to the unique need. Staff didn't have a recommendation. He stated that the Planning Commission held their public meeting last Tuesday and there were two people from Monument Ridge Apartments, located nearby, in attendance who expressed concern about some of the student behavior getting outside of the building and into the surrounding residential area.

The Planning Commission recommended approval of the request. He stated they felt this would be a good tenant, good for the area, and that this large, vacant, unused building would be used again. He stated that they recognized the need for further study for commercial viability and possible redevelopment, but they do not want to leave the building vacant waiting for further action.

Councilmember Bartholomew referenced an area of the map in regards to the parking lot. He asked if that was the parking lot to be used for the building.

Director Link responded yes, the parking needs are less than what is out there now. The buses would come in off of Broderick along the east side of the building and could unload there and could go around the building to exit.

Director Link displayed a map of the full property and showed the area of parking for the surrounding businesses. He stated the parking goes with Rainbow, but they do not see a need for it.

Mayor Tourville stated that even though it is being used for P Institutional use, the zoning will stay in place and they will continue to pay property taxes.

Director Link responded that it is because it is privately owned by an investment company and they would lease to the school so they would continue to pay property taxes.

Councilmember Hark asked if the footprint of the building would change. He asked if the modifications would be within the existing structure.

Director Link responded that was correct.

Lonnie Provencher, Interstate Development, 6390 Carlson Drive, Eden Prairie, MN.

Melissa Schaller, Director of Special Education for Intermediate School District 917, 1300 145th Street East, Rosemount.

John Christiansen, Superintendent of Intermediate School District 917, 1300 145th Street East, Rosemount.

John Christiansen, Superintendent, stated they wanted to use the building and the parking around it.

Lonnie Provencher, Interstate Development, stated that the lines on the plan denotes their parking requirement. There is parking beyond what the tenant needs. He stated it was a benefit to have the excess parking, but that they will work with the tenants in the area to see if anyone is under-parked and may have a need for it. He stated there is an arrangement with someone in the area to have some short-term parking.

Mayor Tourville stated that the reason why parking has become an issue was because we did some work with the Ordinance and you may still have to do some maintenance.

Mr. Provencher stated the parking area is part of a PUD. There are cross exits and easements. He stated that it will be maintained as a part of the property.

Mayor Tourville stated that they have an ordinance that states you can't open it up to all types of parking without working with the City. City Attorney Tim Kuntz stated that you are going to own the excess parking area.

Mr. Provencher responded that the entire area will be the defined legal premises for the school including the entire parking field. They have identified that there are more parking stalls there then they would need. He stated that they would do what they can do make it available to the tenants that are a part of the PUD and if there is an opportunity to accomplish someone else's shortage of parking.

Attorney Kuntz verified that the school is going to lease the entire parcel that it owns.

Mr. Provencher stated the footprint of the building will remain as it is. They will be doing exterior updates including paint, but in keeping with the paint colors that were a part of the Arbor Pointe PUD. There will be updates to the landscaping, the parking lot, and the addition of windows to all of the classrooms. He stated that the interior will be rebuilt for the tenants use.

Councilmember Piekarski Krech asked if it was your intention to lease it for a school or is it a lease to buy.

Mr. Provencher responded it will be a long-term lease to the school and they will be the owner.

Mayor Tourville asked what the term of the lease was.

Mr. Provencher responded that they have another facility with the school that is a 15-year lease, and that this one will be comparable.

Mr. Christiansen stated that Intermediate 917 has been in existence since 1970 and that they have facilities throughout Dakota County. He stated that their Mission is to provide low incidence special education services to our member districts. Inver Grove Heights, South St. Paul and West St. Paul are members. He stated that they have sites all over and this is one area they do not have a presence and they felt it would be nice to locate here for a shorter drive time for many. He stated they plan to be here long term and have a mix of leased and owned spaces, this location would be adding to that mix of leased.

Melissa Schaller, Director of Special Education, stated they serve nine, member School Districts. Their primary objective is to serve the special education needs that those Districts cannot. She stated that due to the size of their Districts they do not have the volume to sustain programming over time and in other cases the needs of the students are such that it is not appropriate to be served in the typical Public-School building. She stated they have 46 students on a waiting list for services. Their goal is to locate several programs in this building with approximately 20 classrooms. She stated that they hope to open with 12 classrooms next school year. There is room for growth. She stated they are looking at a mental health program and then autism programming as they continue this space. Autism programming is the largest growing population of students to serve.

Councilmember Piekarski Krech asked what the ages of the students would be.

Ms. Schaller responded that they would be serving students grades K-12. The students are served in group settings for their age.

Councilmember Piekarski Krech asked if she knew of how many of each age students they would have here.

Ms. Schaller responded that they would have about 60-65 students next year. She stated they would have an equal number of elementary, middle school, and high school students. She stated they serve more middle school students.

Mayor Tourville questioned when they will begin programs at this facility.

Ms. Schaller responded they would like to begin with the 2018/2019 school year.

Councilmember Piekarski Krech asked if K-12 were all on the same busses.

Ms. Schaller responded that their member districts transport the students, so there is the potential that nine different districts could transport to this site. Typically, they do not use full size busses, but sometimes that does happen. She stated that they see between 8-12 different types of transportation, be it shorter busses, larger ones, or vans. She stated that sometimes the kids are transported individually, it depends on the student's needs.

Councilmember Piekarski Krech stated she had received several phone calls from teachers in the area. Their concern was with some of the special programs and the issues that may arise and having possible police involvement.

Ms. Schaller stated that typically we don't transport elementary aged students with middle and high school aged students.

Councilmember Piekarski Krech asked if they had different programming times for the different ages. She asked what the hours were?

Ms. Schaller responded that they all run the same hours. She stated that the hours are 7:45 or 7:50 to 2:10 to 2:15.

Councilmember Perry asked if this building was going to be geared more toward mental health or autism. If there are Inver Grove students being bussed over to the Apple Valley location, will they still have to go to the Apple Valley location, or will you move them over to this location, which is closer for them?

Ms. Schaller responded that the program they will move here has students from the Inver Grove District, so those students will be going to this site. She stated their autism program is located in three different locations. Students from Inver Grove Heights will be able to move from those locations to the City in which they live. She stated they have 20 classrooms for students with autism spread across two sites right now. If they have more space, they would be serving 25 classrooms as it is a program that is growing.

Councilmember Hark had a question regarding buildings that were leased and owned. He asked if the District has ever moved from a leased building and converted it into property that they own. He stated that the property isn't suited for the original retail purposes, but that he was concerned about what would happen in three or four years if the School District and the developer decide to purchase the property, then it comes off the tax rolls. He stated he didn't want that property to end up P-Institutional at some point. If it sits vacant, they get tax revenue on that.

Mr. Christiansen responded that the reason they use the mix, is due their funding streams. He stated that the lease option is one that is available to us in a way that it's not available to the K-12 Districts. There are times they want to have it centrally located, so they design it so it can be flexible and adjust to programming and needs and is in the middle of the County. He stated that it is probably going to be there for long-term use. The leased spaces give them flexibility if the population changes and they need to relocate, then they don't have to worry about the building that isn't having the demand for the needs it once had.

Councilmember Hark stated he had a couple of people who contacted him that were concerned about the small area plan studies for Arbor Pointe. He stated those plans are not off the table, they can still go ahead and figure out the best use for the area. He stated that he thought these are not minimum-waged jobs. There will be 75 people coming in the area every day.

Councilmember Piekarski Krech asked how many on their staff were paid professionals and how many were paraprofessionals?

Mr. Christiansen responded 1/3 were licensed staff, and 2/3 were non-licensed staff. He stated that they have a large number of staff that need a home base to office from. They are all professional staff that would be housed in this building.

Ms. Schaller stated they have approximately 20 staff that are itinerant. She stated that she has a staffing plan that means adding about five more staff members.

Mayor Tourville stated that he looks at this as an opportunity for the School District, families, and kids, to use this service. He stated some of the complaints he received from citizens was about the sale of this to a School District, and they were concerned about the taxes. He said he checked and found out that Interstate will be developing, owning, and then leasing the space and that we are still going to be receiving the tax piece.

He stated that every grocery store that they have approached has stated that it wasn't going to be a grocery store, and if it were to be, it will be a number of years. He stated that this way, we will get someone in here to provide a service for families and kids and they are still paying taxes.

Councilmember Bartholomew had a question about the programming and asked if it would be year-round or a typical school year.

Ms. Schaller responded that they run a typical school year calendar. She stated they extend school year services through the month of July. Those programs run four days a week in the mornings. She said that there will still be staff in the building during the off-school season.

Paul Mandell, 8320 Cleadis Avenue, stated that this is a good opportunity and good for the Community. He stated there are vacant buildings over there that could still go into the small area plan. He stated the longer there are vacant buildings and space, the longer people get the message that Inver Grove Heights can't support the buildings you have. He felt this was a good opportunity.

Councilmember Perry had a question about the fence along Highway 52 and asked if that was something that would be included in the repairs and updates as it's not in the best condition.

Mr. Provencher responded there would be a playground in the back of the building, and the fence is planned to be new. He stated he can look at the fence on Hwy 52, and if it is theirs, they can take a look at the condition, if it's not, they need to discuss it with MnDOT.

Mr. Christiansen stated that the facility will be a very secure facility. It will be swipe cards to get in and out. He stated that the facility is divided into segments, you will need a swipe card to get from one area to another. He stated the exit doors, except for the main entrance, are on a 30 second delay. Once students are there, they are very well supervised.

City Administrator Joe Lynch stated that he spoke with the Police Chief and they would like another condition added. He stated that they would like to add that in the event there is a need for Police services, that District 917 would consider a similar relationship that District 199 has with the City of Inver Grove Heights and not contract for services with another public safety agency. For example, Dakota County. We feel we can better serve that location if there is a need. It could be for a School Resource Officer or something similar.

Mr. Christiansen stated that they work with the Eagan Police Department and the Apple Valley Police Department. The DCTC site and their Alliance site are with the Sheriff's office. He stated that they do work with the local Police as they are the closest responders.

Administrator Lynch reiterated what the wording could be in the motion to state that if Police services are needed on a regular basis that District 917 consider contracting with the City of Inver Grove Heights for those services.

Councilmember Hark stated that it sounded like it wasn't mandatory, but that you wanted it to be a discussion. He stated that he is hearing it be contract or consideration.

Administrator Lynch responded that it would only be if it is determined that there is a need for regular Police services. He stated that if we find that we are called there every week we would want the ability to contract a position to be at the location should we reach that type of situation.

Mr. Christiansen stated they are more than willing to negotiate with the City if that need would arise.

Councilmember Piekarski Krech stated it says we are amending just the Arbor Pointe PUD Ordinance. This would be a permitted use in community shopping center district. She asked if this meant that all of Inver Grove Heights would be allowed in community shopping center districts?

Community Development Director Link responded that it would be just for Arbor Pointe.

Attorney Kuntz stated that Mr. Lynch's suggestion would be added to the Resolution.

Motion by Hark second by Bartholomew to approve An Ordinance to amend the Arbor Pointe PUD Ordinance to allow Special Education School as a permitted use in the CSC, Community Shopping Center District. 1346

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Perry to approve A Resolution 18-41 relating to Amending the Arbor Pointe PUD to approve a revised site plan for the location. If a Community Resource Officer Liaison is needed that there would be a discussion between the two parties, being the City and the School District.

Ayes: 5

Nays: 0 Motion carried.

D. PINE BEND LANDFILL; Consider the following for property located at 2495 117th Street E:

a) First Reading of an Ordinance Amendment to allow a side slope capacity expansion of an existing landfill as a conditional use permit in the Integrated Resource Management Overlay District

b) A Resolution relating to a Non-Conforming Use Certificate Amendment to allow a side slope expansion

c) A Resolution relating to a Conditional Use Permit to allow a side slope capacity expansion of the Pine Bend Landfill

Community Development Director Tom Link stated this item is regarding property located on the north side of 117th Street between Highway 52 and Rich Valley Boulevard. He stated the consideration is for the Ordinance, but also to discuss the Conditional Use Permit and the Non-Conforming Use Certificate. He stated that staff is recommending action on those two items be tabled until the third reading. He stated the property is 300 acres. It is sanitary landfill that accepts a variety of solid wastes. It is permitted for 29.8 million cubic yards. He stated the request is to add another 4.14 million cubic yards to take it up to 33 million cubic yards. The expansion is not an increase in height, base, or footprint of the landfill, but the slopes on the north and east would increase from 5:1 from 3:1. He stated the operational aspects remain the same. He stated the City approved the Pine Bend Landfill in 1975. In 1990 the landfill became a non-conforming use. In 1995 we negotiated a non-conforming use certificate. Since then there has been a number of approvals. He stated that in 2004 the City granted a vertical expansion for the landfill. The landfill made application for MPCA and the City made numerous comments as a part of that process. MPCA found no significant environmental concerns. He stated the area is primarily industrial with the industries out there being considered heavy industries. There are also large lot residential areas to the north and there are intervening properties between many of those. He stated that City staff used Barr Engineering for the analysis and the report was included in your packets. Barr Engineering has been used since 1990 for landfill issues. He stated they identified 12 different technical issues that needed to be addressed.

For the City application they focused on five issues as follows:

1. Waste Acceptance
2. Waste Capacity
3. Ground Water
4. Surface Water
5. Gas Migration

Director Link stated that they have made recommendations to the Non-Conforming Use Certificate and the Conditional Use Permit. Those recommendations are included in the documents before you. He stated that the MPCA will not act until after the City and County acts. He stated that there are environmental aspects to this, the first would be that the expansion is located over existing fill that has no

liner underneath it. With the expansion there would be a liner put under the new fill, which would be placed on top of the old fill. He stated that would create a barrier for the benefit of the ground water. The second item would be methane gas. There would be nine new pumping stations creating greater opportunity to extract methane gas out of the landfill. He stated that there are gas exceedances, and while they have addressed those in the past, the Conditional Use Permit requires them to correct those exceedances within a certain time frame. He stated there is a new condition regarding gas exceedances which is a benefit.

He stated staff is recommending approval on the land use and the zoning. It is consistent with the Comprehensive Plan and Zoning and is compatible with the surrounding land and suitable for the property. He stated the Planning Commission held a public hearing last week, and nobody testified. The Environmental Commission recommended approval. Both Commissions unanimously approved. He stated they did hear from one resident, George Fell, who used to be on the Environmental Commission. Mr. Fell stated he is supportive of the request and the recommendations of staff and Barr Engineering.

Jeff Brown, Operations Manager, Pine Bend Landfill stated he has been with the company for 37 years. He stated he has an experienced team on hand with long term employees. He wanted to mention one of their operators, Todd Foss, is in the running for Operator of the Year. He referenced an aerial photograph of their office and surrounding area, as well as the location they are proposing to change. He stated they give a lot of tours at the site, and most recently held an Open House. He stated that if you haven't been out there, or even if you have, he recommends that you come out and see the site anytime, just let him know.

Aaron Janusz, Environmental Manager, Pine Bend Landfill, wanted to speak of the details of their plans. He referenced the area they wished to modify on a map. He stated they hope to make some modifications to the slope, they are not increasing the footprint or height, but putting a cover down over the un-lined area to reduce the groundwater infiltration. They hope to add 3.5 million cubic yards to their disposal capacity, which extends the life to about 2030 and preserve their infrastructure. They are going through the permit process and are now here to look at the CUP, NCUC, and the Ordinance Amendments. He stated in looking at the technical side of this project would be the slope stability, leachate collection, gas system construction, and surface water management. He stated they are following the guidance of this project.

Councilmember Bartholomew asked if he could point out the unlined area on the map.

Mr. Janusz pointed out the location on a diagram and stated they have filled over a portion it and will complete the rest of it with this plan.

Mr. Janusz stated the leachate collection system will collect the leachate and then they will add some sumps, and pumps and collect that through existing tanks. The leachate is then removed by a hauler to a plant in St. Paul.

He stated for a gas system, they will put in horizontal collectors with piping to collect the gas that gets generated.

Councilmember Piekarski Krech asked if that is a lined, or un-lined area.

Mr. Janusz responded that they have wells in the un-lined area right now, but this will be an all new infrastructure. He stated that they will put the liner down and a bigger pipe which would allow them to keep pumping liquid out of that unlined area.

He stated for surface water management, there will not be an increase in volume of storm water runoff, but there could be an increase in velocity. Constructability is a part of this project as they plan on building one cell this year and then spacing it out to build a new cell every two to three years. He stated they will strip the soil on top of the landfill right now, which leaves all the clay cover in place and then set the new

liner on top of that which sets the base for the new landfill. He stated they have an experienced team on site and have a well-managed landfill.

Councilmember Hark asked about the methane gas. He asked if you can speak more about what you do with it.

Mr. Janusz responded that they collect all of the landfill gas that is collected and send it to a gas energy facility. He stated that they have two turbans they run and that converts gas to electricity. They sell their power back to Xcel and it goes right back into the grid.

Councilmember Bartholomew asked if there are special processes in place for the holding ponds.

Mr. Janusz responded it is similar to every other pond as it's storm water runoff. It's a maintenance plan.

Jeff Ubl, Barr Engineering Company, stated he has been working on the project for close to 20 years. He stated they have helped prepare technical comments on the MPCA application and the environmental worksheet. The report is included in your packets.

Councilmember Piekarski Krech asked if he noticed any issues with this, other than what is stated in your report.

Mr. Ubl responded that their report says it all. In this case the benefits outweigh the risks.

Motion by Piekarski Krech second by Bartholomew to approve the First Reading of an Ordinance Amendment to allow a side slope capacity expansion of an existing landfill as a conditional use permit in the Integrated Resource Management Overlay District

Community Development Director Link suggested they table the two items pertaining to a Resolution relating to a Non-Conforming Use Certificate Amendment to allow a side slope expansion and for a Resolution relating to a Conditional Use Permit to allow a side slope capacity expansion of the Pine Bend Landfill until the second meeting in March for the third reading.

Ayes: 5

Nays: 0

Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance to allow Park and Ride facilities as an Interim Use in the B-3, B-4 and P zoning Districts.

Community Development Director Link stated the City Code currently does not allow Park-n-Fly or Park-n-Ride facilities. The City Council discussed this at their work sessions and directed staff to draft an Ordinance to allow these as an interim use. He stated that we currently have businesses that operate these and they were not aware that the City did not provide for them. The first is from the AmericInn that operates a Park and Fly off the AMC Theater parking lot and the second is from Rochester Bus Line that operates a Park and Ride daily facility from the Rainbow site. He stated that both the Park and Ride/Park and Fly offers benefits to the City and to residents. It also offers an environmental benefit in taking vehicles off of the roads.

He stated there are concerns with them. For example, a one-acre parcel with a Park and Ride it does not generate the taxes a building would, or employment. He stated that large parking lots can have storm water concerns. They can also generate high traffic volumes during differing times of the day. He stated that vehicles left unattended for days can encourage criminal activity. He stated that if it is on a property that is already a permitted use, you can have a shortage of parking. He stated that staff is proposing an Ordinance Amendment that will allow these in Commercial B-3 and B-4 Zoning Districts. He stated that

this cannot create conflict with the principle use on the property, parking for both uses should be addressed, and that there would be no open storage, sale, renting, or leasing of the vehicles. He stated that we do not have a definition of a Park-in-Ride. That would be something we will come back and add in time for the second reading. Staff recommends approval, and the Planning Commission also unanimously recommended approval of the Ordinance.

Councilmember Piekarski Krech stated that there is nothing in there if there is a problem with the area, such as garbage becoming an issue, or thefts. She asked if they can put some type of condition in about the upkeep of the area itself and that if there is numerous Police calls or vandalism that they use the Interim Use Permit.

Director Link responded that if the Ordinance is passed, each of these have to come in for an Interim Use Permit. He stated that we can attach conditions and attach them based on the particular property. He stated they could add something about maintenance. If there are serious violations the City Council can revoke it. The Interim use is for a specific time and that we can tie it to an event or timeframe.

Mayor Tourville stated some of the areas being used are going to be parking lots for quite some time. He stated that another part that also needs to be added would be about lighting, security, and snow plowing. He stated the City has received calls asking if we are going to be plowing snow. He stated that it didn't seem clear between the one wanting the Interim Use, and who they are leasing the space from, as to who will be responsible for what. He stated they needed to have some language in there.

Director Link stated they have met with the businesses involved here. They raised the issue as to what is in the lease in regards to the property should it change hands, or the use of the property changes. He stated that at the Rainbow site, the Rochester Bus Lines has been there for several years and now they will no longer be operating there. He stated that one of the things they were considering was negotiating a contract with the City of Inver Grove Heights for a corner of the VMCC parking lot. He stated that one of the things he could do, and he will speak with Attorney Kuntz about this, was to add language that the applicant has to consider and then list the issues we are raising tonight. He stated that it makes the applicant aware that these are issues of concern should they want the Interim Use Permit.

Councilmember Piekarski Krech stated that they need to keep it in the forefront for everyone.

Councilmember Hark stated it would be easier if the Interim Use was shorter.

Director Link responded they haven't spoken about it, but that the City can set it up the way they want to. He stated it could be for a time period of three years or five years, or an event. He stated the permit may read that if ownership or use of the property changes, the Interim Use Permit expires, or has to be renewed. There is flexibility in how we draft. He stated that it can be drafted differently for each individual property.

Councilmember Hark asked if there can be two different Interim Use periods.

Director Link responded in the affirmative.

Mayor Tourville stated there should be further discussion about allowing parking in a City parking lot. It's Monday through Friday, it puts the onus on us for security, lighting, and snow plowing. He stated those are some of the complaints they have received since the Rainbow stopped operating. He stated that there could be different types of Interim uses.

Director Link stated that would require two approvals by the City Council. One would be the Interim Use Permit, Zoning and Land Use Controls and Regulation. The second is the contract itself, what the terms of that are, who is responsible for what, and what the lease length is. He stated you may have a site that

you expect to see developed in the next five years, maybe you put a shorter time period on that, versus one that is ten years out.

Mayor Tourville stated they have spoken about Park-n-Rides with the Metropolitan Council and never got anywhere. He stated we should continue the discussion and look at it once a year.

Director Link stated that the issue comes up whenever they meet with the Metropolitan Transit people, but they continue to keep an eye on it. He stated that they have also had a discussion with the County Transit staff last week, and Park-n-Rides came up there. He stated that one of the difficulties a Park-n-Ride has is the proximity to Fort Snelling LRT Station. They believe the market may be soft being that close. He stated the discussions have been ongoing for awhile and they want to keep that open for the future.

Mayor Tourville stated that maybe they need to get in touch with those in Burnsville and Eagan and join their bus service.

Director Link stated there is a gentleman from AmericInn here this evening for questions. He stated that he spoke with a representative from the Rochester Bus Company and he was unable to attend this evening.

Motion by Bartholomew second by Hark to Consider the First Reading of an Ordinance to allow Park and Ride facilities as an Interim Use in the B-3, B-4 and P zoning Districts.

Councilmember Bartholomew commented that they should work on some of the thoughts and considerations relating to the Interim Use.

Ayes: 5

Nays: 0 Motion carried.

II. ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Third and Final 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. 1347

City Attorney Tim Kuntz stated this is the third reading of the proposed Ordinance which is an Amendment to Section 4-1-6 of the City Code. He stated it provides for instances where there is a parcel of an acre or more, that the distance between the off-sale establishment and a school or church would be measured from the front door of the liquor establishment to the church parcel. He stated this also applies if there were multiple leased areas and shared parking. He stated this is a change from the existing Ordinance where you measure parcel to parcel. He stated that this is the third reading, there have been no changes since the second reading.

Councilmember Piekarski Krech stated they have received a lot of input on the number of liquor establishments. She asked that before we do a third reading do we need to discuss putting limits on these.

Mayor Tourville stated they can have a discussion, but that he did not want to hold this application up. He stated that there is confusion in the difference between off-sale and on-sale. There are people that want us to take a look at not needing additional licenses. He stated that for the applicant to come this far in the process and have to discuss this further, wasn't fair.

Councilmember Piekarski Krech stated the discussion should come before you change where you should put them. She felt this would be relevant if someone else comes in and meets that stipulation.

Mayor Tourville responded that was correct unless we put a limit on the number of licenses we are going to have. He stated that is another discussion.

Councilmember Bartholomew agreed with Councilmember Piekarski Krech on the number of licenses. He also agreed with Mayor Tourville too in that in front of us tonight is a situation that has already begun.

Attorney Kuntz felt that they had determined there was not a distance restriction for on-sale.

Councilmember Piekarski Krech asked if there was a limit on their licenses.

Attorney Kuntz responded that there was not. There is an unlimited amount that can be granted for restaurants. The Ordinance identifies about 18 for an exclusive liquor establishment, which is a bar with no food.

Mayor Tourville asked about hotels and motels.

Attorney Kuntz responded those were unlimited.

City Clerk Michelle Tesser said it does state off-sale intoxicating liquor has no maximum limit.

Motion by Bartholomew second by Hark to approve the Third and Final 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. 1347

Councilmember Hark stated that he wanted to have a discussion in the future about what is the appropriate number of establishments.

Councilmember Piekarski Krech stated she was always against the numbers, but do we limit the number of McDonalds that can be in town?

Councilmember Hark stated that they did put a limit with the number of Trash Haulers in town. He felt there was a precedence for this.

Ayes: 5

Nays: 0 Motion carried.

8. PUBLIC HEARING:

A. Consider Approval of Off-Sale Liquor License for Mallory-Mikayla, LLC, 6530 Cahill Ave.

City Clerk Michelle Tesser stated the applicant, Brenda O'Connell, brought forward the application for an off-sale intoxicating liquor license for the business named Mallory-Mikayla, LLC, 6530 Cahill Avenue, located next to the Aldi's Grocery Store. This is a new liquor license application. She stated the Applicant has paid the fees as required by City Code, provided proof of liquor license liability insurance, and provided the necessary documentation required. A background investigation was conducted and no basis for denial was found.

Councilmember Bartholomew stated this was a non-transferable license. He asked if all of them were non-transferable.

Clerk Tesser responded yes, they are all non-transferable.

Brenda and Paul O'Connell, 3245 East 69th Street, Inver Grove Heights introduced themselves to the Council.

Attorney Kuntz stated the third reading was passed this evening and becomes effective under the Ordinance five days after publication. He stated that the City Clerk sends it to the newspaper on Wednesday of this week for publication next Sunday. Five days after publication will be the effective date.

Clerk Tesser stated they have to get it approved from the State before their license is effective.

Attorney Kuntz stated their license becomes effective only upon the Ordinance becoming effective.

Motion by Bartholomew second by Hark to close the public hearing at 9:37PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Hark to approve the Off-Sale Liquor License for Mallory-Mikayla, LLC, 6530 Cahill Ave.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR & COUNCIL COMMENTS:

City Administrator Joe Lynch stated that per your action this evening you have set Monday, March 12th at 5:30 p.m. as your Legislative Issues discussion. He stated that there will be Representatives from the League of MN Cities, Municipal, Legislative Commission, and Metropolitan Cities present. The meeting will be held in the EOC Room. Discussion would take about 45 minutes.

Mayor Tourville stated they have a Work Session on March 5th, and they will also be meeting on Saturday, March 10th at 8:00 a.m. Mayor Tourville stated they had a short meeting today with our Senator to look at Bonding requests for the Argenta street project. He stated they needed some help with the funding and Senator Kline has signed it and that Representative Barr has also signed on to keep the process going.

Mayor Tourville wanted to thank our Public Safety groups for all they do as there have been a number of serious accidents and a fire within the City. He stated they do a great job and we appreciate them.

10. EXECUTIVE SESSION:

Attorney Kuntz stated there is a statute, Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3, that allows the City Council to go into a closed door Executive Session with the purpose of discussing offers and counter offers with respect to the acquisition of property or easements and to discuss non-public confidential appraisal data. He stated that they are asking the Council to avail itself of that statute to discuss three properties located at:

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

Attorney Kuntz stated that if the Council wants to proceed into Executive Session to make a motion to that effect for the reasons he outlined above.

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

Ayes: 5

Nays: 0 Motion carried.

11. ADJOURN: The meeting was adjourned at 9:43 p.m. Executive Session was adjourned at 10:58 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 12, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 21, 2018 to March 7, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 7, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$341,882.26
Debt Service & Capital Projects	307,635.73
Enterprise & Internal Service	107,653.69
Escrows	23,895.86
Grand Total for All Funds	<u><u>\$781,067.54</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period February 21, 2018 to March 7, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 7, 2018**

WHEREAS, a list of disbursements for the period ending March 7, 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	\$341,882.26
Debt Service & Capital Projects	307,635.73
Enterprise & Internal Service	107,653.69
Escrows	23,895.86
 Grand Total for All Funds	 <u><u>\$781,067.54</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 02/21/2018 - 03/07/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACME TOOLS	5557789	03/06/2018	13903	101.42.4200.423.60040	1,150.00
AFSCME COUNCIL 5	INV0071644	02/16/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	84.50
AFSCME COUNCIL 5	INV0071645	02/16/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	907.61
AFSCME COUNCIL 5	INV0071646	02/16/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
ALEX AIR APPARATUS, INC.	INV-35408	02/27/2018	2/14/18	101.42.4200.423.40042	665.00
ALEX AIR APPARATUS, INC.	INV-35409	02/27/2018	2/14/18	101.42.4200.423.40042	575.00
AMERICAN PLANNING ASSOCIATION	099679-17102	02/27/2018	099679	101.45.3200.419.50030	539.00
ANCOM TECHNICAL CENTER	76791	03/06/2018	809	101.42.4200.423.40042	3.20
ASSOCIATED MECHANICAL CONTRACTORS	3499	02/27/2018	2835	101.42.4200.423.40040	2,497.23
BAUER, NANCY	18-02	02/27/2018	2/5/18 MINUTES	101.41.1100.413.30700	125.00
BOLTON & MENK, INC.	0213381	03/06/2018	x11.114659	101.43.5100.442.30300	146.00
CENTURY LINK	2/19/18 651 455 9072	03/06/2018	651 455 9072 782	101.42.4200.423.50020	40.62
COMCAST	3/2/18 8772 10 591 03	02/27/2018	8772 10 591 0359526	101.42.4200.423.30700	10.54
COPY RIGHT	77997	03/06/2018	2/22	101.42.4000.421.50030	172.78
DAKOTA CTY CHIEFS OF POLICE ASSN	2018 MEMBERSHIP C	02/27/2018	2018 MEMBERSHIP DUES	101.42.4000.421.50070	600.00
EFTPS	INV0072080	03/02/2018	FEDERAL WITHHOLDING	101.203.2030200	45,205.36
EFTPS	INV0072082	03/02/2018	MEDICARE WITHHOLDING	101.203.2030500	13,591.16
EFTPS	INV0072083	03/02/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,711.48
EFTPS	INV0072085	03/05/2018	MEDICARE WITHHOLDING	101.203.2030500	1.16
EFTPS	INV0072086	03/05/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	4.96
ELROY'S ELECTRIC SERVICE	5808	03/06/2018	2/14/18	101.44.6000.451.40047	166.00
EMERGENCY RESPONSE SOLUTIONS	10451	02/27/2018	2/19/18	101.42.4200.423.30700	128.15
EMERGENCY RESPONSE SOLUTIONS	10517	03/06/2018	2/28/18	101.42.4200.423.40042	84.93
FIRE ENGINEERING	2018 RENEWAL	02/27/2018	279911 2018 SUBSCRIPTION RENEWA	101.42.4200.423.50070	39.00
FIRE MARSHALS ASSOCIATION OF MINNESOTA	2018 MEMBERSHIP	02/27/2018	MEMBERSHIP RENEWAL 2018	101.42.4200.423.50070	40.00
FIRSTSCRIBE	2475980	03/06/2018	2/1/18	101.43.5100.442.40044	250.00
GALLS INC	009282993	02/27/2018	1001727847	101.42.4000.421.60045	35.96
GALLS INC	009299574	02/27/2018	1001727847	101.42.4000.421.60045	86.48
GALLS INC	009318791	03/06/2018	1001727847	101.42.4000.421.60045	28.99
GALLS INC	009327712	03/06/2018	1001727847	101.42.4000.421.60045	81.99
GALLS INC	009335792	03/06/2018	1001727847	101.42.4000.421.60045	28.99
GALLS INC	009335809	03/06/2018	1001727847	101.42.4000.421.60045	65.92
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072062	03/02/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072063	03/02/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.44.6000.451.30550	44.76
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	101.45.3300.419.30550	29.50
GERRY'S FIRE & SAFETY INC	57435	02/27/2018	2/14/18	101.42.4200.423.40042	41.50
HARRIS COMPUTER SYSTEMS	MN00105836	02/27/2018	INV1100	101.45.3300.419.40049	320.96
ICMA RETIREMENT TRUST - 457	INV0072064	03/02/2018	ICMA-AGE <49 %	101.203.2031400	6,952.84
ICMA RETIREMENT TRUST - 457	INV0072065	03/02/2018	ICMA-AGE <49	101.203.2031400	4,936.54
ICMA RETIREMENT TRUST - 457	INV0072066	03/02/2018	ICMA-AGE 50+ %	101.203.2031400	1,565.01
ICMA RETIREMENT TRUST - 457	INV0072067	03/02/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0072068	03/02/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0072077	03/02/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0072078	03/02/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
KEEPRS, INC	368192-01	02/27/2018	INVGROHTPD	101.42.4000.421.60045	405.93
KEEPRS, INC	371854	02/27/2018	INVGROHTFD	101.42.4200.423.60045	110.77
KEEPRS, INC	373018	03/06/2018	INVERG0006	101.42.4000.421.60045	5.99
KEEPRS, INC	371006	03/06/2018	INVERG0015	101.42.4000.421.60045	189.96
KEEPRS, INC	373092	03/06/2018	INVERG0015	101.42.4000.421.60045	65.96
KENISON, TERRI	FEBRUARY 2018	02/27/2018	FEBRUARY 2018	101.42.4200.423.30700	850.00
LAWMAN BADGE COMPANY	2544	03/06/2018	2/28/18	101.42.4000.421.60045	902.50
LEVANDER, GILLEN & MILLER P.A.	1/31/18 92000E	02/22/2018	92000E	101.42.4000.421.30410	19,327.49
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Commun	02/22/2018	Legal	101.45.3000.419.30420	197.09
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Council M	02/22/2018	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Engineer	02/22/2018	Legal	101.43.5100.442.30420	2,264.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Mayor/C	02/22/2018	Legal	101.41.1000.413.30420	3,662.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Planning	02/22/2018	Legal	101.45.3200.419.30420	844.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Public W	02/22/2018	Legal	101.43.5000.441.30420	24.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Rauschn	02/22/2018	Legal	101.45.3000.419.30420	992.00
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	101.41.2000.415.50025	205.63
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
MCPA	2018 MEMBERSHIP	02/27/2018	2018 MEMBERSHIP	101.42.4000.421.50070	45.00
METROPOLITAN COUNCIL	JANUARY 2018	02/27/2018	JANUARY 2018	101.41.0000.3414000	(2,410.45)
MINNEAPOLIS OXYGEN CO.	00020687	02/27/2018	01910	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	00020688	02/27/2018	01915	101.42.4200.423.30700	64.79
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072060	03/02/2018	STEVE HER FEIN/TAXPAYER ID: 41600	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072061	03/02/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF REVENUE	INV0072081	03/02/2018	STATE WITHHOLDING	101.203.2030300	21,192.51
MRPA	9425	03/06/2018	2/9/18	101.41.1100.413.30500	100.00
NATURE CALLS, INC.	25593	03/06/2018	JANUARY 2018	101.44.6000.451.40065	348.00
NRG ENERGY INC	000856858351	03/06/2018	008000127767	101.43.5400.445.40020	481.90
NRG ENERGY INC	000856858351	03/06/2018	008000127767	101.44.6000.451.40020	9.47
NRG ENERGY INC	000856858356	03/06/2018	0080000127768	101.43.5400.445.40020	371.66
NRG ENERGY INC	000856858356	03/06/2018	0080000127768	101.44.6000.451.40020	46.41
NRG ENERGY INC	000856858357	03/06/2018	0080000130189	101.44.6000.451.40020	70.34
PERA	INV0072071	03/02/2018	PERA COORDINATED PLAN	101.203.2030600	38,606.78
PERA	INV0072072	03/02/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,969.80
PERA	INV0072073	03/02/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0072074	03/02/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0072075	03/02/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,288.97
PERA	INV0072076	03/02/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	24,433.53
PETTY CASH-WF PURCHASE CARD FEES	BRANDON KELTING	02/20/2018	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	520.55
PETTY CASH-WF PURCHASE CARD FEES	MIGUEL GUADALAJA	02/20/2018	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	520.55
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM W	02/20/2018	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	520.55
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPF	02/20/2018	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	17.00
PRECISE MRM	IN200-1015864	03/06/2018	000208	101.43.5200.443.30700	134.30
SENSIBLE LAND USE COALITION	3/21/18	03/06/2018	REGISTRATION - H. BOTTEN A. HUNT	101.45.3200.419.50080	88.00
SHARROW LIFTING PRODUCTS	116906	03/06/2018	18200	101.42.4200.423.30700	402.00
SHORT ELLIOTT HENDRICKSON, INC.	345250	03/06/2018	4340	101.43.5100.442.30300	552.54
SHRED-IT	8124157789	02/27/2018	15212695	101.42.4000.421.30700	108.82
SOCIETY FOR HUMAN RESOURCE MGMT	9007358927	03/06/2018	00906556	101.41.1100.413.50070	209.00
SOUTH ST PAUL, CITY OF	10/2/17-12/29/17	02/27/2018	UTILITY BILLING	101.207.2070900	38.58
SPRINT	842483314-195	03/06/2018	Telephone	101.45.3000.419.50020	34.99
ST PAUL STAMP WORKS INC	407357	03/06/2018	INVER003	101.42.4200.423.60045	157.40
STREAMLINE DESIGN INC	38000	02/27/2018	2/12/18	101.42.4200.423.60045	89.60
T MOBILE	2/8/18 494910368	03/06/2018	494910368	101.43.5100.442.50020	10.01
U.S. HEALTHWORKS	0080818-MN	02/27/2018	006745	101.41.1100.413.30500	135.00
UNIFIRST CORPORATION	090 0406402	03/06/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0406402	03/06/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0407528	03/06/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0407528	03/06/2018	1051948	101.44.6000.451.60045	24.47
VERIFIED CREDENTIALS, INC.	276017	03/06/2018	1/31/18	101.41.1100.413.30700	40.75
VERIFIED CREDENTIALS, INC.	277146	03/06/2018	2/28/16	101.41.1100.413.30700	23.75
VERIFIED CREDENTIALS, INC.	277152	03/06/2018	2/28/18	101.41.1100.413.30500	252.50
WAKOTA CAER	3/15/18	02/27/2018	2018 MEMBERSHIP RENEWAL	101.42.4200.423.50070	100.00
WELLS FARGO CREDIT CARD ACH	Identisys Incorporated	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.40044	3,605.05
WELLS FARGO CREDIT CARD ACH	Mnscu Mrtc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60018	495.00
WELLS FARGO CREDIT CARD ACH	Active911 Inc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	675.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	25.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	25.00
WELLS FARGO CREDIT CARD ACH	Homedepot.Com WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	297.06
WELLS FARGO CREDIT CARD ACH	Homedepot.Com WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	59.94
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa	02/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.60010	129.33
WELLS FARGO CREDIT CARD ACH	Nna Services Llc WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	32.00
WELLS FARGO CREDIT CARD ACH	Nna Services Llc WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	32.00
WELLS FARGO CREDIT CARD ACH	Nw Lasers And Instrun	02/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.60040	131.25
WELLS FARGO CREDIT CARD ACH	Secretary Of State WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	120.00
WELLS FARGO CREDIT CARD ACH	Secretary Of State WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	120.00
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF 1/18	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60018	179.07
WELLS FARGO CREDIT CARD ACH	Int'L Code Council WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50080	290.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 1	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60011	12.92
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 1	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	59.94
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50065	11.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50065	11.00
WELLS FARGO CREDIT CARD ACH	Brownells Inc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60018	527.99
WELLS FARGO CREDIT CARD ACH	Intl Soc Arboriculture V	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50070	175.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Pa	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50070	380.00
WELLS FARGO CREDIT CARD ACH	National Recreation &	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50070	170.00
WELLS FARGO CREDIT CARD ACH	Covert Track Group In	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	600.00
WELLS FARGO CREDIT CARD ACH	Dept Of Agriculture WI	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50070	61.50
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40050	9.55
WELLS FARGO CREDIT CARD ACH	Paypal Mpstma WF 1	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50070	115.00
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fe	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	0.90
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	(147.00)
WELLS FARGO CREDIT CARD ACH	Stickeryou.Com WF 1/	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	89.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #01	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	27.98
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #01	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	119.96
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	143.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	147.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	319.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	410.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of P	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50070	143.00
WELLS FARGO CREDIT CARD ACH	Pen Fdic/Fire Enginee	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50080	60.00
WELLS FARGO CREDIT CARD ACH	Pen Fdic/Fire Enginee	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50080	1,160.00
WELLS FARGO CREDIT CARD ACH	Pen Fdic/Fire Enginee	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50080	70.00
WELLS FARGO CREDIT CARD ACH	Michaels Stores 9841	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50030	196.68
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50030	28.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60012	2.99
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60010	58.66
WELLS FARGO CREDIT CARD ACH	Towelhub WF 1/18	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60011	228.70
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning V	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50080	135.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning V	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50080	210.00
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF	02/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.50020	32.32
WELLS FARGO CREDIT CARD ACH	Target 00025197	02/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.30700	109.99
WELLS FARGO CREDIT CARD ACH	Delta 00623108389	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50065	431.60
WELLS FARGO CREDIT CARD ACH	Delta 00623108389	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50065	431.60
WELLS FARGO CREDIT CARD ACH	National Registry Emt	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	15.00
WELLS FARGO CREDIT CARD ACH	National Registry Emt	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	15.00
WELLS FARGO CREDIT CARD ACH	Paypal Eppley WF 1/1	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50080	680.00
WELLS FARGO CREDIT CARD ACH	Bloomington Security	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60016	376.35
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40042	67.88
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay	02/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF	02/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50075	66.52
WELLS FARGO CREDIT CARD ACH	Facebk Yq8xwear2 V	02/20/2018	Wells Fargo Purchase Cards	101.45.3200.419.50025	2.17
Fund: 101 - GENERAL FUND					288,435.89
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	10.90
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	10.90
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	10.90
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	9.81
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	5.45
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	4.91
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Vis	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00
WELLS FARGO CREDIT CARD ACH	Impark 00200149 WF	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50065	10.00
WELLS FARGO CREDIT CARD ACH	Fastsigns Inver Grove	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.60010	25.00
WELLS FARGO CREDIT CARD ACH	Impark 00200150 WF	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50065	10.00
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.60010	10.59
WELLS FARGO CREDIT CARD ACH	Target 00020461	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50075	2.49
WELLS FARGO CREDIT CARD ACH	Act Explore Minnesota	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50080	359.00
WELLS FARGO CREDIT CARD ACH	Act Explore Minnesota	02/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50080	329.00
Fund: 201 - C.V.B. FUND					808.95
BWANA ARCHERY	12/22/17	02/27/2018	12/22/17	204.44.6100.452.60009	68.97
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	204.44.6100.452.30550	14.40
MAYER ARTS INC	2975	02/27/2018	2/7/18	204.44.6100.452.30700	546.00
WELLS FARGO CREDIT CARD ACH	Play It Again Sports W	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	59.94
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Pa	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.50070	570.00
WELLS FARGO CREDIT CARD ACH	B-52 Burgers And B W	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	50.00
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 1	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	50.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Fric	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60045	37.75
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Fric	02/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60045	76.00
Fund: 204 - RECREATION FUND					1,473.06
BINGHAM, KATHRYN	2/14/18	02/27/2018	REFUND LOW ENROLLMENT	205.44.0000.3493501	15.00
CAROL GARBER	2/19/18	03/06/2018	2/19/18	205.44.6200.453.40040	610.00
EDDY, NATHAN	2/26/18	02/27/2018	2018 3AA BOYS SECTION SEMI FINAL	205.44.6200.453.30700	90.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	205.44.6200.453.30550	12.50
HEALTHY CONTRIBUTIONS LLC	JANUARY 2018	03/06/2018	IND11359	205.44.6200.453.70600	15.15
MEDICINE LAKE TOURS	1/17/18	03/06/2018	1/17/18	205.44.6200.453.50090	1,190.00
MEUON, HEMA	2/20/18	03/06/2018	2/20/18	205.44.0000.3492900	174.25
MSHSL REGION 3AA	2/27/18	03/06/2018	SECTION 3AA BOYS PLAY OFFS	205.44.0000.3492200	5,260.50
NAC MECHANICAL & ELECTRICAL SERVICE	146129	02/27/2018	8712-1	205.44.6200.453.40040	18,564.82
PERFECTION PLUS, INC	1128491	03/06/2018	2/1/18	205.44.6200.453.40040	2,538.29
PERFECTION PLUS, INC	1128491	03/06/2018	2/1/18	205.44.6200.453.40040	2,538.29
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OO	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	6.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	6.00
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.91
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.91
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF	02/20/2018	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.27
SIGN RESULTS LLC	98	02/27/2018	2/6/18	205.44.6200.453.40050	150.00
STANEFSKI, MIKE	2/26/18	02/27/2018	2018 3AA BOYS SECTION SEMI FINAL	205.44.6200.453.30700	90.00
SWEENEY, LOGAN	2/26/18	02/27/2018	2018 3AA BOYS SECTION SEMI FINAL	205.44.6200.453.30700	90.00
WELLS FARGO CREDIT CARD ACH	Facebk 78jghe6xp2 W	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	45.99
WELLS FARGO CREDIT CARD ACH	Zap Zappos.Com WF	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60045	149.99
WELLS FARGO CREDIT CARD ACH	Ascap License Fee WI	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	348.00
WELLS FARGO CREDIT CARD ACH	Ferguson Ent #1392 W	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	135.98
WELLS FARGO CREDIT CARD ACH	Sesac Inc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	833.00
WELLS FARGO CREDIT CARD ACH	Arc Services/Training	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	975.00
WELLS FARGO CREDIT CARD ACH	Arc Services/Training	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60018	216.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Pa	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	760.00
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.38
WELLS FARGO CREDIT CARD ACH	Lowes #02313 WF	1/1 02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	37.22
WELLS FARGO CREDIT CARD ACH	Cub Foods, Inc. WF	1/02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	79.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #01	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	28.47
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #01	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	28.47
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50030	104.31
WELLS FARGO CREDIT CARD ACH	Splashtop.Com WF 1/	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	16.99
WELLS FARGO CREDIT CARD ACH	Target 00006437	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.40
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60012	4.20
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60012	2.20
WELLS FARGO CREDIT CARD ACH	Apec WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	101.26
WELLS FARGO CREDIT CARD ACH	Apec WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	154.20
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	36.70
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	109.62
WELLS FARGO CREDIT CARD ACH	Johnson Fit-Well 022	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	710.49
WELLS FARGO CREDIT CARD ACH	Target 00018333	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	44.94
WELLS FARGO CREDIT CARD ACH	Target 00025197	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	14.98
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF	1/102/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	Broadcast Music Inc	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	349.00
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,717.83
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	582.94
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	582.95
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	17.97
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	17.96
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	37.85
WELLS FARGO CREDIT CARD ACH	Target 00023903	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.99
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	30.18
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	50.92
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	58.82
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	31.64
WELLS FARGO CREDIT CARD ACH	B And B Sheetmetal A	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	375.00
WELLS FARGO CREDIT CARD ACH	First Supply Wfpg Roc	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.35
WELLS FARGO CREDIT CARD ACH	First Supply Wfpg Roc	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.35
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	78.39
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	78.39
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	142.02
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 1/18	02/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	141.00
Fund: 205 - COMMUNITY CENTER					41,963.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	290.45.3000.419.30550	1.36
PROGRESS PLUS	264	03/06/2018	1/1/18-12/31/18	290.45.3000.419.50070	7,000.00
Fund: 290 - EDA OPERATING					7,001.36
LANDMARK ENVIRONMENTAL, LLC	18005.01-1	02/27/2018	18005.01 6639 CONCORD AVE	291.45.3000.419.30700	2,200.00
Fund: 291 - EDA ACQUISITIONS					2,200.00
METROPOLITAN COUNCIL	JANUARY 2018	02/27/2018	JANUARY 2018	404.217.2170000	164,830.05
Fund: 404 - SEWER CONNECTION FUND					164,830.05
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Fire Stati	02/22/2018	Legal	434.42.4200.423.30420	84.00
Fund: 434 - 2014 IMPROVEMENT FUND					84.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Acquisitic	02/22/2018	Legal	436.45.3000.419.30420	280.00
Fund: 436 - 2016 IMPROVEMENT FUND					280.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Heritage	02/22/2018	Legal	437.44.5900.737.30420	648.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Rosemol	02/22/2018	Legal	437.44.5900.737.30420	5,056.00
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	437.44.5900.737.50025	28.75
Fund: 437 - 2017 IMPROVEMENT FUND					5,732.75
KIMLEY-HORN & ASSOCIATES, INC.	10747226	03/06/2018	160509034.3	438.73.5900.738.30300	34,529.43

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1805-lrr	02/22/2018	Legal	438.73.5900.738.30420	231.50
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	438.73.5900.738.50025	110.00
Fund: 438 - 2018 IMPROVEMENT FUND					34,870.93
EVERGREEN LAND SERVICES	00-11915	03/06/2018	1/25/18	440.74.5900.740.30300	480.00
EVERGREEN LAND SERVICES	00-11923	03/06/2018	2/28/18	440.74.5900.740.30300	1,067.82
EVERGREEN LAND SERVICES	00-11926	03/06/2018	2/28/18	440.74.5900.740.30300	2,688.15
FINANCE & COMMERCE, INC.	743656856	03/06/2018	10025798	440.74.5900.740.50025	294.64
KIMLEY-HORN & ASSOCIATES, INC.	10747219	03/06/2018	160509021.3	440.74.5900.740.30300	19,716.68
KIMLEY-HORN & ASSOCIATES, INC.	10645849	03/06/2018	160509021.3	440.74.5900.740.30300	32,429.37
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1509D E	02/22/2018	Legal	440.74.5900.740.30420	1,313.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1709E-5	02/22/2018	Legal	440.74.5900.740.30420	1,219.00
SHORT ELLIOTT HENDRICKSON, INC.	346329	03/06/2018	4340	440.74.5900.740.30300	13,466.06
Fund: 440 - PAVEMENT MANAGEMENT PROJ					72,675.22
LEAGUE OF MN CITIES	269268	03/06/2018	2/27/18	441.74.5900.741.50070	1,240.00
SOUTH ST PAUL, CITY OF	10/2/17-12/29/17	02/27/2018	UTILITY BILLING	441.207.2070800	65.58
Fund: 441 - STORM WATER MANAGEMENT					1,305.58
BOLTON & MENK, INC.	0213215	03/06/2018	1/23/18	446.74.5900.746.30300	5,852.50
BOLTON & MENK, INC.	0213216	03/06/2018	T18.108658	446.74.5900.746.30300	9,613.00
BOLTON & MENK, INC.	0213219	03/06/2018	T18.113208	446.74.5900.746.30300	900.00
EMMONS & OLIVIER RESOURCES	00095-0056-15	03/06/2018	00095-0056	446.74.5900.746.30300	413.00
EVERGREEN LAND SERVICES	00-11913	03/06/2018	1/25/18	446.74.5900.746.30300	2,624.20
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1503-65	02/22/2018	Legal	446.74.5900.746.30420	837.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1512-lrr	02/22/2018	Legal	446.74.5900.746.30420	742.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1513-lrr	02/22/2018	Legal	446.74.5900.746.30420	27.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 #1724 65	02/22/2018	Legal	446.74.5900.746.30420	3,084.50
SEAN PATRICK BUTTS	7699.3	03/06/2018	1/19/18	446.74.5900.746.30300	1,200.00
Fund: 446 - NW AREA					25,293.70
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Acquisitic	02/22/2018	Legal	449.45.3000.419.30420	85.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 AmericIn	02/22/2018	Legal	449.45.3000.419.30420	76.00
Fund: 449 - COMMUNITY PROPERTY					161.50
JOEL CARLSON	2/15/18	02/27/2018	MARCH 2018	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 SKB Den	02/22/2018	Legal	454.43.5500.446.30420	1,402.00
Fund: 454 - LANDFILL ABATEMENT					1,402.00
CITY OF BLOOMINGTON	1800006	02/27/2018	2/1/18	501.50.7100.512.30700	420.00
CORE & MAIN LP	1362642	02/27/2018	099872	501.50.7100.512.75500	793.20
CORE & MAIN LP	1367189	02/27/2018	099872	501.50.7100.512.40043	258.70
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	501.50.7100.512.30550	44.08
GRAINGER	9700636369	02/27/2018	806460150	501.50.7100.512.40040	102.67
GRAINGER	9704754283	02/27/2018	806460150	501.50.7100.512.60016	68.22
HAWKINS, INC.	4225075	02/27/2018	123650	501.50.7100.512.60019	620.40
LEAGUE OF MN CITIES INS TRUST	2/6/18	02/27/2018	2/6/18	501.50.7100.512.50080	120.00
MIDWEST TESTING	4435	02/27/2018	2/12/18	501.50.7100.512.40043	1,080.00
MN DEPT OF HEALTH	1/1/18-3/31/18	02/27/2018	1190014	501.207.2070100	12,322.00
MN DEPT OF HEALTH	3/16/18 - SCOTT G	02/27/2018	EXAM APPLICATION	501.50.7100.512.50080	32.00
MN DEPT OF HEALTH	4/5/18 - JOEL J	02/27/2018	EXAM APPLICATION	501.50.7100.512.50080	32.00
MN DEPT OF HEALTH	4/5/18 - MATT J	02/27/2018	EXAM APPLICATION	501.50.7100.512.50080	32.00
MN GLOVE & SAFETY, INC.	307301	02/27/2018	CTINVE	501.50.7100.512.60065	88.75
MN GLOVE & SAFETY, INC.	307709	02/27/2018	CTINVE	501.50.7100.512.60045	59.98
NRG ENERGY INC	000856858351	03/06/2018	008000127767	501.50.7100.512.40020	944.14
NRG ENERGY INC	000856858356	03/06/2018	0080000127768	501.50.7100.512.40020	799.30
NRG ENERGY INC	000856858357	03/06/2018	0080000130189	501.50.7100.512.40020	4,362.65
SHERWIN-WILLIAMS	2272-2	02/27/2018	662-5453-5	501.50.7100.512.40040	45.30
SOUTH ST PAUL, CITY OF	10/2/17-12/29/17	02/27/2018	UTILITY BILLING	501.50.7100.512.40005	233.08
SPRINT	842483314-195	03/06/2018	Telephone	501.50.7100.512.50020	69.98
TGO TECHNOLOGIES INC	2631	02/27/2018	2/8/18	501.50.7100.512.40042	860.00
VALLEY-RICH CO, INC	25228	02/27/2018	R170750 02/08	501.50.7100.512.40046	3,440.08
VALLEY-RICH CO, INC	25211	02/27/2018	R180026 02/05	501.50.7100.512.40046	5,979.28
VIKING ELECTRIC SUPPLY	S001252210.001	02/27/2018	V5132	501.50.7100.512.60016	19.05
WELLS FARGO CREDIT CARD ACH	Lte Communications Ir	02/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.50020	49.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60011	167.12
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60016	46.96
WESTERN PETROLEUM COMPANY	97550168-41801	02/27/2018	112741	501.50.7100.512.60016	66.48
WESTERN PETROLEUM COMPANY	97550168-41801 B	03/06/2018	112741	501.50.7100.512.60016	56.48
Fund: 501 - WATER UTILITY FUND					33,213.88
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	502.51.7200.514.30550	23.23
MN POLLUTION CONTROL AGENCY	3/21/18 - JOEL J	02/27/2018	EXAM APPLICATION	502.51.7200.514.50080	55.00
MN POLLUTION CONTROL AGENCY	2/15/18	03/02/2018	JOEL JACKSON REGISTRATION	502.51.7200.514.50080	390.00
NRG ENERGY INC	000856858351	03/06/2018	008000127767	502.51.7200.514.40020	3.53
NRG ENERGY INC	000856858356	03/06/2018	0080000127768	502.51.7200.514.40020	34.94

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH ST PAUL, CITY OF	10/2/17-12/29/17	02/27/2018	UTILITY BILLING	502.51.7200.514.40015	517.80
Fund: 502 - SEWER UTILITY FUND					1,024.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	503.52.8600.527.30550	18.00
MPGA	2018 MPGA MEMBER	03/06/2018	2018 MPGA MEMBERSHIP DUES	503.52.8500.526.50070	100.00
MTI DISTRIBUTING CO	1152646-00	02/27/2018	402307	503.52.8600.527.40042	2,171.82
MTI DISTRIBUTING CO	1152646-01	02/27/2018	402307	503.52.8600.527.40042	93.87
MTI DISTRIBUTING CO	1152646-02	02/27/2018	402307	503.52.8600.527.40042	2,300.51
MTI DISTRIBUTING CO	1153584-00	02/27/2018	402307	503.52.8600.527.60050	1,521.47
MTI DISTRIBUTING CO	1153689-00	02/27/2018	402307	503.52.8600.527.40042	476.52
MTI DISTRIBUTING CO	1153689-01	02/27/2018	402307	503.52.8600.527.40042	117.65
NAPA OF INVER GROVE HEIGHTS	5342-522066	02/27/2018	4165	503.52.8600.527.40042	471.24
NRG ENERGY INC	000856858351	03/06/2018	008000127767	503.52.8600.527.40020	24.53
TDS METROCOM	2/13/18 651 457 3667	02/27/2018	651 457 3667	503.52.8500.526.50020	75.01
TEE TIMES PRESS	24209	02/27/2018	2018 MPGA MEMBERSHIP	503.52.8500.526.50025	225.00
TOUR EDGE GOLF MFG., INC.	IN-01190470	02/27/2018	000717-0001	503.52.8000.521.40055	1,147.00
UNIFIRST CORPORATION	090 0407607	02/27/2018	1258268	503.52.8600.527.60045	63.62
WELLS FARGO CREDIT CARD ACH	Adobe WF 1/18	02/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.50025	16.06
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	17.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	11.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	14.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	14.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	14.00
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50080	17.00
WELLS FARGO CREDIT CARD ACH	Dept Of Agriculture WI	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50070	20.50
WELLS FARGO CREDIT CARD ACH	Paypal Minnesotago V	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.50070	150.00
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60010	160.67
WELLS FARGO CREDIT CARD ACH	Amazonprime Member	02/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.60065	10.99
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	52.92
WELLS FARGO CREDIT CARD ACH	Wgd Aramark Corp Nc	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	39.48
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmt	02/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.40042	86.97
WESTERN PETROLEUM COMPANY	97550167-41801	02/27/2018	112743	503.52.8600.527.60022	631.63
WESTERN PETROLEUM COMPANY	97550167-41801 B	03/06/2018	112743	503.52.8600.527.60022	631.63
Fund: 503 - INVER WOOD GOLF COURSE					10,701.09
ARTHUR J GALLAGHER RISK	2476348	02/27/2018	INVEGRO-03	602.00.2100.415.50014	199.90
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	602.00.2100.415.30550	2.15
Fund: 602 - RISK MANAGEMENT					202.05
ALLDATA LLC	535685	03/06/2018	CITXNP	603.00.5300.444.40042	1,500.00
DIESEL COMPONENTS, INC.	S 153434	02/27/2018	1/29/18	603.00.5300.444.40041	195.47
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW022118-4	03/06/2018	2/21/18	603.00.5300.444.40041	30.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	603.00.5300.444.30550	12.74
H&L MESABI	00125 B	02/27/2018	514	603.140.1450050	40.00
H&L MESABI	00149	03/06/2018	514	603.140.1450050	2,057.10
HILLYARD INC	602886341	03/06/2018	285036	603.00.5300.444.60011	787.00
INVER GROVE FORD	6249427/1	03/06/2018	2/9/18	603.00.5300.444.40041	109.99
INVER GROVE FORD	6249730/1	03/06/2018	2/14/18	603.00.5300.444.40041	109.99
INVER GROVE FORD	5247591	03/06/2018	2/15/18	603.00.5300.444.40041	52.89
INVER GROVE FORD	5247703	03/06/2018	2/16/18	603.00.5300.444.40041	62.30
INVER GROVE FORD	5247710	03/06/2018	2/16/18	603.00.5300.444.40041	(62.30)
INVER GROVE FORD	5247746	03/06/2018	2/19/18	603.00.5300.444.40041	24.27
LITTLE FALLS MACHINE INC	351067	03/06/2018	2/7/18	603.00.5300.444.40041	1,156.86
MACQUEEN EMERGENCY GROUP	W00472	03/06/2018	INVER003	603.00.5300.444.40041	319.85
MANSFIELD OIL COMPANY	20634791	03/06/2018	23866	603.140.1450060	5,603.71
METRO JANITORIAL SUPPLY INC	11014721	03/06/2018	2/16/18	603.00.5300.444.60011	271.38
MID CITY SERIVCES, INC.	71460	03/06/2018	2/16/18	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	JANUARY 2018	02/13/2018	PETRO TAX 2018	603.00.5300.444.60021	971.28
NORTH AMERICAN TRAILER SALES	0304126157	03/06/2018	10095	603.00.5300.444.40041	110.25
NORTH AMERICAN TRAILER SALES	0304126217	03/06/2018	10095	603.00.5300.444.40041	187.98
NRG ENERGY INC	000856858357	03/06/2018	0080000130189	603.00.5300.444.40020	691.61
O' REILLY AUTO PARTS	1767-312014	03/06/2018	1578028	603.00.5300.444.40041	61.61
O' REILLY AUTO PARTS	1767-312046	03/06/2018	1578028	603.00.5300.444.60012	25.98
O' REILLY AUTO PARTS	1767-312054	03/06/2018	1578028	603.00.5300.444.60012	32.58
O' REILLY AUTO PARTS	1767-312228	03/06/2018	1578028	603.00.5300.444.40041	87.89
O' REILLY AUTO PARTS	1767-312526	03/06/2018	1578028	603.00.5300.444.40041	4.99
O' REILLY AUTO PARTS	1767-312595	03/06/2018	1578028	603.140.1450050	5.65
O' REILLY AUTO PARTS	1767-312827	03/06/2018	1578028	603.00.5300.444.40041	6.12
O' REILLY AUTO PARTS	1767-312832	03/06/2018	1578028	603.00.5300.444.40041	7.15
O' REILLY AUTO PARTS	1767-312834	03/06/2018	1578028	603.00.5300.444.60012	19.98
O' REILLY AUTO PARTS	1767-312886	03/06/2018	1578028	603.00.5300.444.40041	72.58
O' REILLY AUTO PARTS	1767-312889	03/06/2018	1578028	603.140.1450050	48.32
O' REILLY AUTO PARTS	1767-313000	03/06/2018	1578028	603.140.1450050	11.28
O' REILLY AUTO PARTS	1767-313028	03/06/2018	1578028	603.00.5300.444.40041	12.58
O' REILLY AUTO PARTS	1767-313030	03/06/2018	1578028	603.00.5300.444.40041	3.49
O' REILLY AUTO PARTS	1767-313038	03/06/2018	1578028	603.140.1450050	10.27

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	1767-313133	03/06/2018	1578028	603.00.5300.444.40041	72.57
O' REILLY AUTO PARTS	1767-313575	03/06/2018	1578028	603.140.1450050	7.68
O' REILLY AUTO PARTS	1767-313581	03/06/2018	1578028	603.140.1450050	23.04
O' REILLY AUTO PARTS	1767-313709	03/06/2018	1578028	603.140.1450050	50.80
O' REILLY AUTO PARTS	1767-313858	03/06/2018	1578028	603.00.5300.444.60012	20.98
O' REILLY AUTO PARTS	1767-313859	03/06/2018	1578028	603.00.5300.444.60012	14.49
O' REILLY AUTO PARTS	1767-313862	03/06/2018	1578028	603.00.5300.444.60012	18.99
O' REILLY AUTO PARTS	1767-312051	03/06/2018	1578028	603.00.5300.444.60012	(25.98)
O' REILLY AUTO PARTS	1767-314023	03/06/2018	1578028	603.00.5300.444.40041	(72.57)
PERFECTION PLUS, INC	1128491	03/06/2018	2/1/18	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980045687	03/06/2018	4502557	603.00.5300.444.60014	225.64
POMP'S TIRE SERVICE, INC.	980045805	03/06/2018	4502557	603.00.5300.444.60014	453.00
POMP'S TIRE SERVICE, INC.	980045917	03/06/2018	4502557	603.140.1450050	727.50
UNIFIRST CORPORATION	090 0406402	03/06/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0406402	03/06/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0407528	03/06/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0407528	03/06/2018	1051948	603.00.5300.444.60045	39.67
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 16	02/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.50070	1,458.00
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 16	02/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.50070	35.72
ZIEGLER INC	PC001948001	03/06/2018	4069900	603.00.5300.444.40041	43.00
ZIEGLER INC	SW14160494	03/06/2018	4069900	603.00.5300.444.40041	312.29
Fund: 603 - CENTRAL EQUIPMENT					18,915.44
WELLS FARGO CREDIT CARD ACH	Coordinated Business	02/20/2018	Wells Fargo Purchase Cards	604.00.2200.416.40050	3,371.54
Fund: 604 - CENTRAL STORES					3,371.54
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4026693	03/06/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	2/9/17	02/27/2018	UTILITY BILLING	605.00.7500.460.50035	1,449.00
PERFECTION PLUS, INC	1128491	03/06/2018	2/1/18	605.00.7500.460.40040	4,061.00
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40040	263.52
WELLS FARGO CREDIT CARD ACH	Schuler Shoes WF 1/1	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60045	114.95
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 1/18	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40065	4.58
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40042	90.95
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60011	44.75
WELLS FARGO CREDIT CARD ACH	The Home Depot #284	02/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60016	47.94
Fund: 605 - CITY FACILITIES					6,198.41
CDW GOVERNMENT INC	LSB6128	02/27/2018	2394832	606.00.1400.413.80610	4,383.04
ENTERTAINMENT DESIGN GROUP, LLC	868	02/27/2018	2/13/18	606.00.1400.413.30700	7,445.00
GENESIS EMPLOYEE BENEFITS, INC	IN1213753	02/22/2018	Payroll	606.00.1400.413.30550	24.55
HARRIS COMPUTER SYSTEMS	CT036706	02/27/2018	1/11/18	606.00.1400.413.80620	11,939.00
HARRIS COMPUTER SYSTEMS	XT00137392	02/27/2018	INV1100	606.00.1400.413.80620	2,663.26
OFFICE OF MN. IT SERVICES	DV18010493	02/27/2018	200B00171	606.00.1400.413.50070	310.00
TDS METROCOM	2/13/18 651 457 3667	02/27/2018	651 457 3667	606.00.1400.413.50020	572.00
TDS METROCOM	2/13/18 651 457 7490	02/27/2018	651 457 7490	606.00.1400.413.50020	171.84
TDS METROCOM	2/13/18 651 457 7490	02/27/2018	651 457 7490	606.00.1400.413.50020	171.84
WELLS FARGO CREDIT CARD ACH	Icon Enterprises Inc W	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.30700	2,880.82
WELLS FARGO CREDIT CARD ACH	Icon Enterprises Inc W	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50070	62.50
WELLS FARGO CREDIT CARD ACH	Eschelon Telecom Inc	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50020	483.69
WELLS FARGO CREDIT CARD ACH	Us Internet Corp WF	10/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.30700	220.00
WELLS FARGO CREDIT CARD ACH	Dropbox R656kb5jr4bt	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50070	9.99
WELLS FARGO CREDIT CARD ACH	Canal Park Lodge WF	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50080	192.45
WELLS FARGO CREDIT CARD ACH	Integra Telecom WF 1	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,108.76
WELLS FARGO CREDIT CARD ACH	Integra Telecom WF 1	02/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,388.04
Fund: 606 - TECHNOLOGY FUND					34,026.78
BARR ENGINEERING COMPANY	23190328.16-23	03/06/2018	T18.108658	702.229.2296102	294.24
BARR ENGINEERING COMPANY	23190328.17-16	03/06/2018	2017 PROJECT REVIEWS	702.229.2284802	498.50
BARR ENGINEERING COMPANY	23190328.17-16	03/06/2018	2017 PROJECT REVIEWS	702.229.2285702	281.77
BARR ENGINEERING COMPANY	23190328.17-16	03/06/2018	2017 PROJECT REVIEWS	702.229.2286102	705.50
BITUMINOUS ROADWAYS, INC.	2/6/18	02/27/2018	ESCROW REFUND	702.229.2283602	1,421.24
EMMONS & OLIVIER RESOURCES	00095-0056-15	03/06/2018	00095-0056	702.229.2282202	354.00
EMMONS & OLIVIER RESOURCES	00095-0056-15	03/06/2018	00095-0056	702.229.2296102	973.50
INVER GROVE CHIROPRACTIC	2/27/18	03/06/2018	2940 65TH ST ESCROW	702.229.2299901	2,291.92
LENNAR CORPORATION	2/6/18	02/27/2018	ESCROW REFUND	702.229.2286402	681.60
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Argenta	02/22/2018	Legal	702.229.2288101	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Blackstor	02/22/2018	Legal	702.229.2282202	1,746.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Carlson	02/22/2018	Legal	702.229.2288702	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	80.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	210.90
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	60.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Forfeiture	02/22/2018	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Industrial	02/22/2018	Legal	702.229.2290902	583.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Inver Grc	02/22/2018	Legal	702.229.2300402	96.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Inver Hill	02/22/2018	Legal	702.229.2303302	90.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Kamish E	02/22/2018	Legal	702.229.2283801	722.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 McDonal	02/22/2018	Legal	702.229.2287002	569.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Pine Ben	02/22/2018	Legal	702.229.2293002	3,809.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Police-Fc	02/22/2018	Legal	702.229.2291000	336.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Robert C	02/22/2018	Legal	702.229.2285901	1,069.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/18 Wakota S	02/22/2018	Legal	702.229.2288601	811.00
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	702.229.2290902	25.88
LILLIE SUBURBAN NEWSPAPERS	1/31/18 001363	02/22/2018	Advertising/Publishing	702.229.2297501	20.13
MN CONSTRUCTION, INC.	3/5/18	03/06/2018	ESCROW WAKOTA STORAGE	702.229.2288601	352.00
NORTHERN SERVICE CENTER	19HACR1735171	02/27/2018	SHANNON RAE SIEGERT	702.229.2291000	280.00
PATNODE, SCOTT	2/6/18	02/27/2018	ESCROW REFUND	702.229.2283901	353.56
RIVER HEIGHTS VINEYARD CHURCH	2/6/18	02/27/2018	2/6/18	702.229.2284702	2,242.65
SHORT ELLIOTT HENDRICKSON, INC.	346413	03/06/2018	4340	702.229.2294501	2,554.78
Fund: 702 - ESCROW FUND					23,763.67
WELLS FARGO CREDIT CARD ACH	Carousel Checks WF	02/20/2018	Wells Fargo Purchase Cards	710.00.0000.3610000	141.61
WELLS FARGO CREDIT CARD ACH	Carousel Checks WF	02/20/2018	Wells Fargo Purchase Cards	710.00.0000.3610000	(9.42)
Fund: 710 - INVESTMENT TRUST FUND					132.19
Grand Total					781,067.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business and Individual Massage Therapist

Meeting Date: March 12, 2018

Item Type: Consent

Contact: 651-450-2513

Prepared by: Michelle Tesser

Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an individual massage therapist license for Enrique Juan Solano located at Inver Grove Chiropractic, 2940 65th Street East.

SUMMARY:

An application has been submitted by Enrique Juan Solano for an individual therapeutic massage license. The massage therapist applicant has worked as a massage therapist since 2014.

Mr. Solano paid the appropriate fees and provided insurance documentation as required by City Code. Mr. Solano completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization.

A background investigation on the applicants revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of a Limited Use Permit with MnDOT for a Parking Area in the Right-of-Way of Trunk Highway 3 at 65th Street for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: March 12, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving of a Limited Use Permit with MnDOT for a parking area in the Right-of-Way of Trunk Highway 3 at 65th Street for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

The City of Inver Grove Heights is planning to construct a new intersection at T.H. 3 and 65th Street. MnDOT is assisting with the project review.

One component of the intersection is a parking area used by Thomas Peltier's business at 6520 Robert Trail. The existing business access will be modified, and an existing parking area will remain on MnDOT right-of-way for T.H. 3. A layout of the parking area is shown in the attached construction plan. MnDOT will allow this parking area and related appurtenances to remain through a Limited Use Permit (LUP). MnDOT makes the maintenance responsibility the local units of government. The City of Inver Grove Heights will be transferring the requirements and future maintenance responsible to Mr. Peltier as part of the right-of-way settlement agreement being negotiated.

I recommend approval of the resolution approving a Limited Use Permit with MnDOT for a parking area for the existing business at 6520 Robert Trail in the right-of-way of Trunk Highway 3 at 65th Street for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

TJK/kf

Attachments: Resolution
 Limited Use Permit from MnDOT

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

**CONSIDER RESOLUTION APPROVING OF A LIMITED USE PERMIT WITH MNDOT FOR A PARKING
AREA IN THE RIGHT-OF-WAY OF TRUNK HIGHWAY 3 AT 65TH STREET FOR CITY PROJECT NO.
2017-24 – T.H. 3 INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Inver Grove Heights has approved a plan to modify an existing parking area in the right of way of Trunk Highway 3 to promote the orderly and safe crossing of the highway; and

WHEREAS, the State of Minnesota, Department of Transportation, requires a Limited Use Permit for the construction, utilization and maintenance of said parking area.

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

1. The City of Inver Grove Heights hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes: to construct, operate and maintain a parking area within the right-of-way of Trunk Highway 3 of the State of Minnesota along 70th Street (CSAH 26).
2. The City of Inver Grove Heights shall construct, operate and maintain said trail in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

Adopted by the City Council of Inver Grove Heights this 12th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT**

C.S. 1908 (T.H. 3)
County of Dakota
LUP # 1908-0088
Permittee: City of Inver Grove
Heights
Terminates: 3/26/2028

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Inver Grove Heights, ("Permittee"), to use the area within the right of way of Trunk Highway No. 3 as shown in red on **Exhibit A**, (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as **Exhibit B**.

Parking Area, Curb and Gutter, Related Appurtenances and Structures

The Permittee's use of the area is limited to only the placement and utilization of a public private parking area, striped parking spaces, curb and gutter, and related appurtenances and structures that have been previously constructed within the Area ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This Permit terminates and the Facility shall be removed by the Permittee on the earlier of: the adjacent parcel as cross hatched on Exhibit A is acquired by the Permittee or, on 11:59PM on 3/26/2028 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of a Resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT. Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan. The Permittee will construct or retain the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct or retain the Facility using construction procedures compatible with the safe and efficient operation of the highway. Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation. Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no other Facilities, permanent structures or advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows:

to Permittee at:

Mayor
City Hall
8150 Barbara Ave
Inver Grove Heights, MN 55077

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the responsibility of State of Minnesota because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person.
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

[Remainder of Page Intentionally Left Blank]

[Signature page of Limited Use Permit]

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

CITY OF INVER GROVE HEIGHTS

By _____
Its _____

And _____

Its _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Acting Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

MN-DOT PERMIT AREA

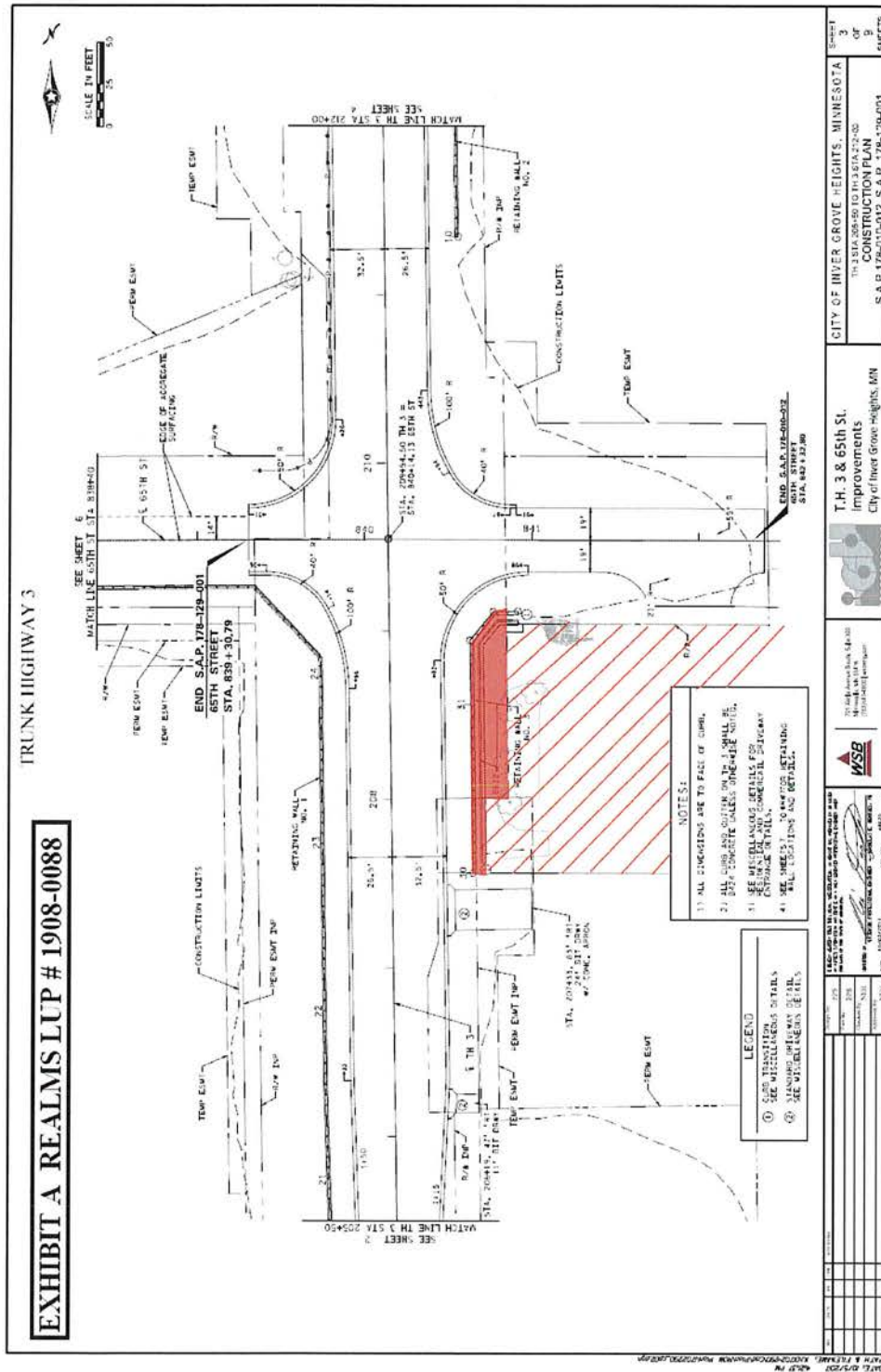


EXHIBIT B
CERTIFIED COPY OF RESOLUTION

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Final Plans and Specifications and Authorize Advertisement for Bids for the 2018 Improvement Program, City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: March 12, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director *SAT*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Water Fund (511), Municipal State Aid Fund, NWA Storm Water Fund (448)

PURPOSE/ACTION REQUESTED

Consider resolution approving final plans and specifications and authorize advertisement for bids for the 2018 Improvement Program, City Project No. 2017-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

The project was initiated by the City Council as part of the City's Improvement Program. The project involves trunk watermain construction as necessary, restoration and appurtenances and a new intersection with T.H. 3 at 65th Street with turn lanes, retaining walls, and stormwater facilities (pipes and basins).

The trunk watermain portion will include: trunk watermain improvements and related appurtenances serving the NWA (Agate Trail to T.H. 3).

The storm sewer improvements will include storm sewer, manholes, ponds and infiltration basins, appurtenances and restoration, parallel to the future 65th Street alignment and right-of-way for T.H. 3.

The total estimated project cost for City Project Nos. 2017-03 and 2017-24 is estimated at \$4,416,872. A funding package has been prepared in the feasibility report which includes the NWA Water Fund (511), Municipal State Aid funds and the NWA Storm Water Fund (448). There are no proposed special assessments on this project.

The following State Aid project numbers apply:

2017-03 SAP 178-010-012

2017-24 SAP 178-010-011

A public hearing was held on November 13, 2017. The project was ordered following the public hearing. City Project No. 2017-03 and City Project No. 2017-24 will be bid concurrently. The tentative schedule for bidding is as follows:

- Publication in Southwest Review and other publications on April 15, 2018
- Receipt of bids – May 10, 2018
- Award of Contract – July 2018
- Tentative start of construction is July 17, 2018.

The City is currently in negotiations to secure easements from property owners along the project. Authorization of the use of eminent domain is being requested via a separate item on this meeting's agenda.

I recommend approval of the resolution approving the final plans and specifications and authorizing the advertisement for bids for the 2018 Improvement Program, City Project No. 2017-03 – NWA Phase 3 Trunk Utility Improvements, T.H. 3 to Blackstone Ridge and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

TJK/kf

Attachments: Resolution
Title sheet of project plans

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

**RESOLUTION APPROVING THE FINAL PLANS AND SPECIFICATIONS AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2018 IMPROVEMENT PROGRAM,
CITY PROJECT NO. 2017-03 – NWA PHASE 3 TRUNK UTILITY IMPROVEMENTS, T.H. 3 TO
BLACKSTONE RIDGE AND CITY PROJECT NO. 2017-24 – T.H. 3 INTERSECTION
IMPROVEMENTS FOR THE 65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, following a public hearing on November 13, 2017, City Council ordered the project, authorized preparation of final plans and specifications and authorized easement acquisitions.

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

1. The final plans and specifications for City Project Nos. 2017-03 and 2017-24 are approved.
2. City Engineer or his professional consultants are hereby authorized to advertise for bids for said project.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
4. The Council authorizes the use of the NWA Water Fund (511), NWA Storm Water Fund (448) and Municipal State Aid funds to finance the project.

Adopted by the City Council of Inver Grove Heights this March 12, 2018.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF INVER GROVE HEIGHTS
COUNTY OF DAKOTA

S.P. 1908-88 (TH 3), S.A.P. 178-010-011, CITY PROJ. NO. 2015-03

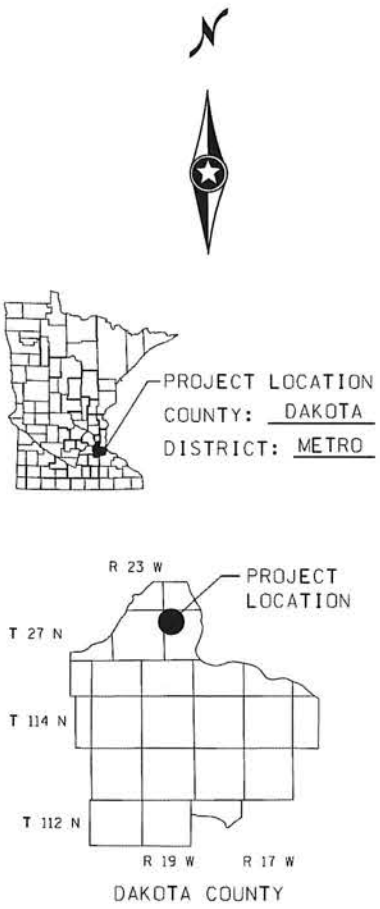
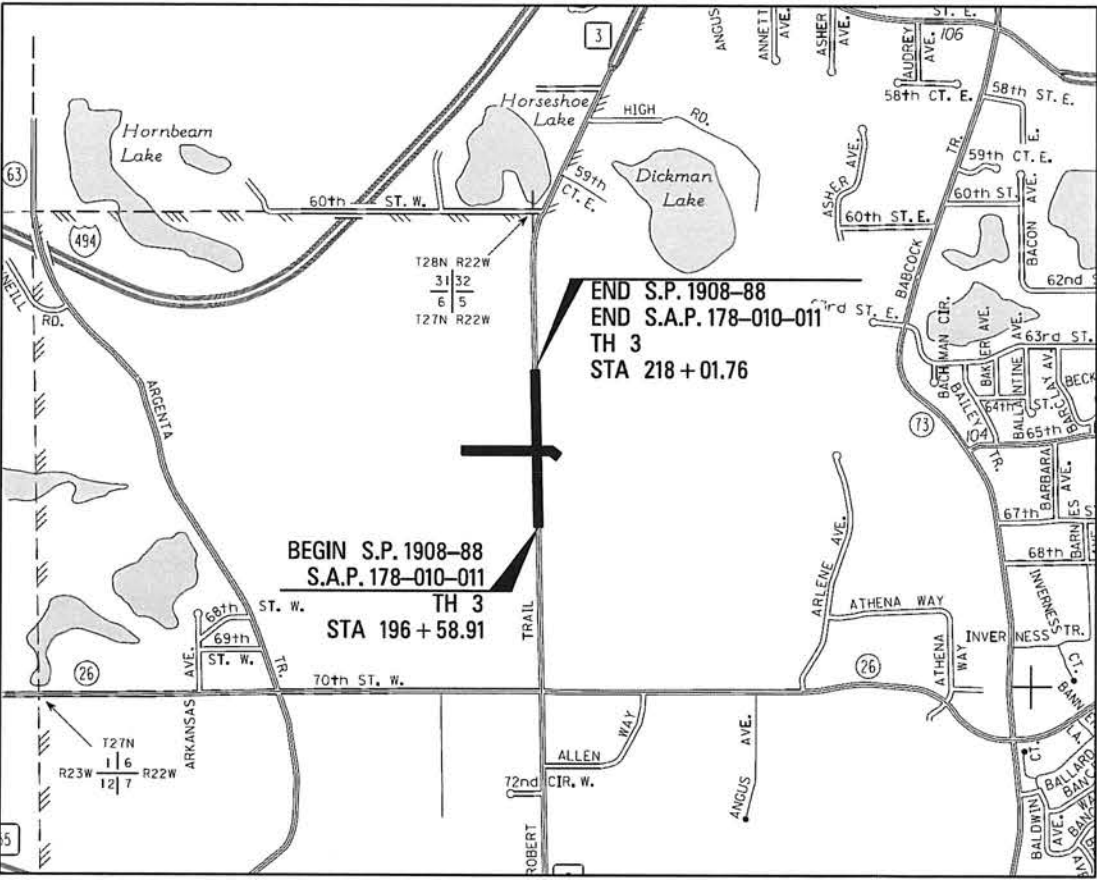
CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING, RETAINING WALLS, WATERMAIN, & STORM SEWER

S.P. 1908-88
S.A.P. 178-010-011
(Geographic Description)

LOCATED ON TH 3 BETWEEN 1350 FEET NORTH OF 70TH ST W (CSAH 26) AND 1650 FEET NORTH OF 60TH ST W

TH 3
S.P. 1908-88
S.A.P. 178-010-011

GROSS LENGTH 2142.85 FT 0.320 MILES
BRIDGES LENGTH FT MILES
EXCEPTIONS LENGTH FT MILES
NET LENGTH 2142.85 FT 0.320 MILES
REF. PT. 41+00.958 TO REF. PT. 42+00.363
NOTE:



PLAN 50'
PROFILE 50'
INDEX MAP 1000'
GENERAL LAYOUT 200'

TRUNK HIGHWAY 3 DESIGN DESIGNATION			
R VALUE	= 30	Σ N18 (20)	869.000
ADT (CURRENT YEAR) 2018	= 8,675	DESIGN SPEED	50
ADT (FUTURE YEAR) 2038	= 9,550	BASED ON	STOPPING
D (DIRECTIONAL DISTR.)	= 50%/50%	HEIGHT OF EYE	3.5 FT
T (HEAVY COMMERCIAL)	= 3.9%	SIGHT DISTANCE	HEIGHT OF OBJECT 2.0 FT
DESIGN LOAD	10 TON	DESIGN SPEED NOT ACHIEVED AT:	N/A
FUNC. CLASSIFICATION	MAJOR COLLECTOR	STA. TO STA.	
NO. OF TRAFFIC LANES	2	STA. TO STA.	
		SHOULDER WIDTH	8 FEET
		NO. OF PARKING LANES	N/A

AGREEMENT NO. 1029710
CITY OF INVER GROVE HEIGHTS
SP 1908-99 (TH 3 = 334)
LOCAL FUNDS
METRO DISTRICT

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 3802, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____ LICENSE # _____
DATE: _____ SIGNATURE: _____

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3 - 6	ESTIMATED QUANTITIES
7 - 9	QUANTITY TABULATIONS
10 - 12	EARTHWORK TABULATION & SUMMARY
13	CONSTRUCTION NOTES & STANDARD PLATES
14	INPLACE UTILITY TABULATION
15 - 19	TYPICAL SECTIONS
20 - 23	MISCELLANEOUS DETAILS
24 - 31	STANDARD PLANS
32 - 46	CONSTRUCTION STAGING & TRAFFIC CONTROL
47 - 53	ALIGNMENT PLAN & TABULATIONS
54 - 58	INPLACE TOPOGRAPHY & UTILITIES PLAN
59 - 64	MISCELLANEOUS REMOVAL PLAN
65 - 70	CONSTRUCTION PLAN
71 - 72	ROADWAY PROFILES
73	CONSTRUCTION PLAN DETAIL
74	RETAINING WALL TABULATION
75 - 81	RETAINING WALL PLAN
82 - 83	RETAINING WALL PLAN - DETAILS
84	WATERMAIN TABULATION
85 - 87	WATERMAIN PLAN
88 - 94	DRAINAGE & SUPERELEVATION PLAN
95 - 106	DRAINAGE TABULATIONS & PROFILES
107	WATER RESOURCES NOTES
108-110	STORM WATER POLLUTION PREVENTION PLAN
111-122	TEMPORARY EROSION CONTROL PLAN
123-128	PERMANENT EROSION CONTROL PLAN
129-137	SIGNING & STRIPING PLAN
138-160	CROSS SECTIONS

THIS PLAN CONTAINS 160 SHEETS

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

SIGNATURE: _____ TYPED OR PRINTED NAME: NICHOLAS E. HENTGES, PE
DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 02/12/2018 LICENSE NUMBER 44620

APPROVED: INVER GROVE HEIGHTS CITY ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: DISTRICT TRANSPORTATION ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: DISTRICT MATERIALS ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: WATER RESOURCES/HYDRAULICS ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: DISTRICT TRAFFIC ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: STATE PRE-LETTING ENGINEER _____ DATE _____
OFFICE OF LAND MANAGEMENT APPROVAL: DIRECTOR, LAND MANAGEMENT _____ DATE _____
APPROVED: STATE DESIGN ENGINEER _____ DATE _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY _____ DATE _____
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING _____ DATE _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing Preliminary Engineering Services and Authorizing Preparation of a Feasibility Report for a Stormwater Treatment System Located at Dickman Trail, City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin

Meeting Date: March 12, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

AST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing preliminary engineering services and authorizing preparation of a feasibility report for a stormwater treatment system located at Dickman Trail, City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basins

SUMMARY

Council approved a stormwater facility plan that included City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin in 2016. The Council directed the City Engineer to submit the approved stormwater facility plan to the Minnesota Pollution Control Agency (MPCA) to seek funding for stormwater projects through Clean Water Revolving Funds and Point Source Implementation Grants (PSIG). The City has completed City Project No. 2016-01 – Stormwater Treatment Facility at 78th Street and Concord Boulevard as the first of eleven project that are eligible for PSIG funds.

This Council item would advance the second project, City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basins by authorizing preliminary design and preparation of a feasibility study for the project. The DNR, MPCA and Friends of Pool 2 support a water quality improvement project in this area to protect the Mississippi River.

The total estimated project cost is in the range of \$250,000 to \$300,000 based on the 2016 study. The project is eligible for funding through the MPCA's PSIG program. PSIG could fund up to 80 percent of the total project cost via a grant in 2018 for the Dickman Trail Treatment basin near the McPhillips' site. The Minnesota Public Facilities Authority and MPCA are encouraging stormwater projects. The City could provide the remaining 20 percent of the funding using stormwater utility funds for this project.

The City has explored purchasing a project site near Dixie Avenue and Dickman Trail west of the tracks. These negotiations have not been successful to date. The current concept would consider constructing the stormwater treatment basin east of the tracks on land owned by the City and Xcel Energy near the old City Hall on River Road. The cost of land acquisition may be lower; however, the City will need to conduct environmental review because of the old railroad embankment. The

feasibility study and proposal has included this environmental review as a Limited Phase II Investigation. A Limited Phase II Investigation anticipates doing enough investigation work to determine the presence/absence of contamination but will not delineate the magnitude or extent of the impacts. Since we are looking at the feasibility of this site, Barr scoped this Phase II work to be smaller in scope. After the Phase I investigation, it can better judge if the Phase II work might be less or more than assumed.

Attached is a cost proposal from Barr Engineering Company with a budget range of \$30,500 to \$62,500 for a preliminary engineering study and a Limited Phase II Investigation for City Project No. 2017-17. The \$30,500 budget will include the feasibility study and a Phase I Investigation. Additional services for wetland delineation (\$1,500) and site topographic survey (\$5,500) will be provided if necessary at a cost of \$7,000. The proposal refers to a Limited Phase II Investigation that anticipates Barr will do enough investigation work to determine the presence/absence of contamination, but Barr will not delineate the magnitude or extent of the impacts with the range of \$1,500 to \$25,000. The old railroad embankment adds complexity to the Limited Phase II Investigation. The Limited Phase II Investigation would identify any environmental issues at the site and allow the City to develop a plan of action to address the issues including the possibility of seeking additional grants for any clean-up. None of the three alternative work items would be initiated without staff approval.

Land and easements may need to be acquired for the Dickman Trail Stormwater Facilities. Additional easement requirements, if any, would be defined in the feasibility study. A neighborhood meeting would be held to introduce the project.

Staff is recommending that the City Council approve the attached resolution authorizing the approval of the work order submitted by Barr Engineering on City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin.

TJK/kf

Attachment: Resolution
Barr Work Order dated February 2, 2018
Site Plan

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

**RESOLUTION AUTHORIZING PRELIMINARY ENGINEERING SERVICES AND
AUTHORIZING PREPARATION OF A FEASIBILITY REPORT FOR A STORMWATER
TREATMENT POND LOCATED AT DICKMAN TRAIL, CITY PROJECT NO. 2017-17 –
DICKMAN INDUSTRIAL PARK WET EXTENDED DETENTION BASIN**

RESOLUTION NO. _____

WHEREAS, City Council approved a stormwater facility plan with reference to City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin; and

WHEREAS, on July 29, 2016 the City Engineer submitted an application to the MPCA for funding for the Dickman Industrial Park Wet Detention Basin and the project is included in the PSIG funding facility plan; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering for preliminary engineering design services and preparation of a feasibility for this project; and

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

1. The proposal from Barr Engineering Co. is accepted and staff is authorized to enter into a contract in the amount not to exceed \$62,500 for preliminary engineering services and environmental review to include preparation of a feasibility report and preliminary plan for a Stormwater Treatment Pond located at Dickman Trail, City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin.
2. Barr Engineering is authorized to conduct a limited phase II investigation of the project site.
3. The City Attorney is authorized to assist the City Engineer to obtain additional easements and other services as needed.
4. Project funding is provided through grants from the MPCA and Stormwater Utility Funds.
5. The City Engineer is authorized to seek geotechnical services for the project.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



February 2, 2018

Thomas Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Engineering services for Dickman Industrial Park Stormwater Pond

Dear Mr. Kaldunski:

Thank you for your request for a proposal to provide engineering services for a feasibility analysis and preliminary design of a stormwater best management practice (BMP) treatment system located in the City of Inver Grove Heights. Attached for your review is a work order containing our proposed scope of services, budget, and schedule for the project. Please contact Matt Metzger (mmetzger@barr.com, 952-832-2830), or me (kchandler@barr.com, 952-832-2813), regarding any questions you have regarding the scope of services. If the work order is acceptable please sign and return a copy to us.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Chandler".

Karen Chandler, P.E.
Vice President

A handwritten signature in black ink that reads "Matt Metzger".

Matt Metzger
Project Manager

**Work Order For:
Preliminary Engineering Study for Dickman Industrial Park Stormwater Pond**

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

Barr Engineering Co. (Barr)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435

City of Inver Grove Heights (City)
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Designated Representative:

Karen Chahdler

Designated Representative:

Thomas J. Kaldunski

I. Scope Language

Barr will complete a preliminary engineering study for a future stormwater best management practice treatment system (BMP) in the southeast portion of the Old Village subwatershed (Figure 1), east of the McPhillips Trucking site and Dickman Trail (Figure 2). The scope of work will include a Phase I Environmental Site Assessment and, if necessary, a Limited Phase II Investigation, evaluation of alternative BMPs for removal of suspended solids (e.g. infiltration, filtration, sedimentation), hydraulic analysis, presentation of a recommended conceptual design to the City, and development of 10 percent design drawings. If the City approves construction of a BMP, at the City's request Barr will prepare a separate Work Order to include final design (i.e. including preparation of construction plans and specifications) and construction administration.

Barr understands that the City wishes to construct the stormwater BMP on City-owned land parcels located southeast of the intersection of 66th Street and Dickman Trail. The proposed project site is bordered on the west by railroad tracks, north by a commercial site, and on the east by River Road and residential properties (Figure 2). The 2016 *Stormwater Project Plan for Stormwater Facilities in Areas Tributary to the Mississippi River* (Stormwater Project Plan) provided further details for the future Dickman Industrial Park Wet Extended Detention Basins near this location, including a planning level construction cost estimate. We understand the city-owned parcels under consideration for this study are in the vicinity of that site.

The Stormwater Project Plan identified a need to target TSS removal from stormwater discharged to the Mississippi River to meet the TSS loading goals of the 2015 *South Metro Mississippi River Total Suspended Solids Total Maximum Daily Load*. Approximately 24 acres at the south end of the Old Village Subwatershed currently drains to an existing 30-inch diameter storm sewer pipe that discharges to the Mississippi River between the 64th Street storm sewer outfall and the 70th Street storm sewer outfall.

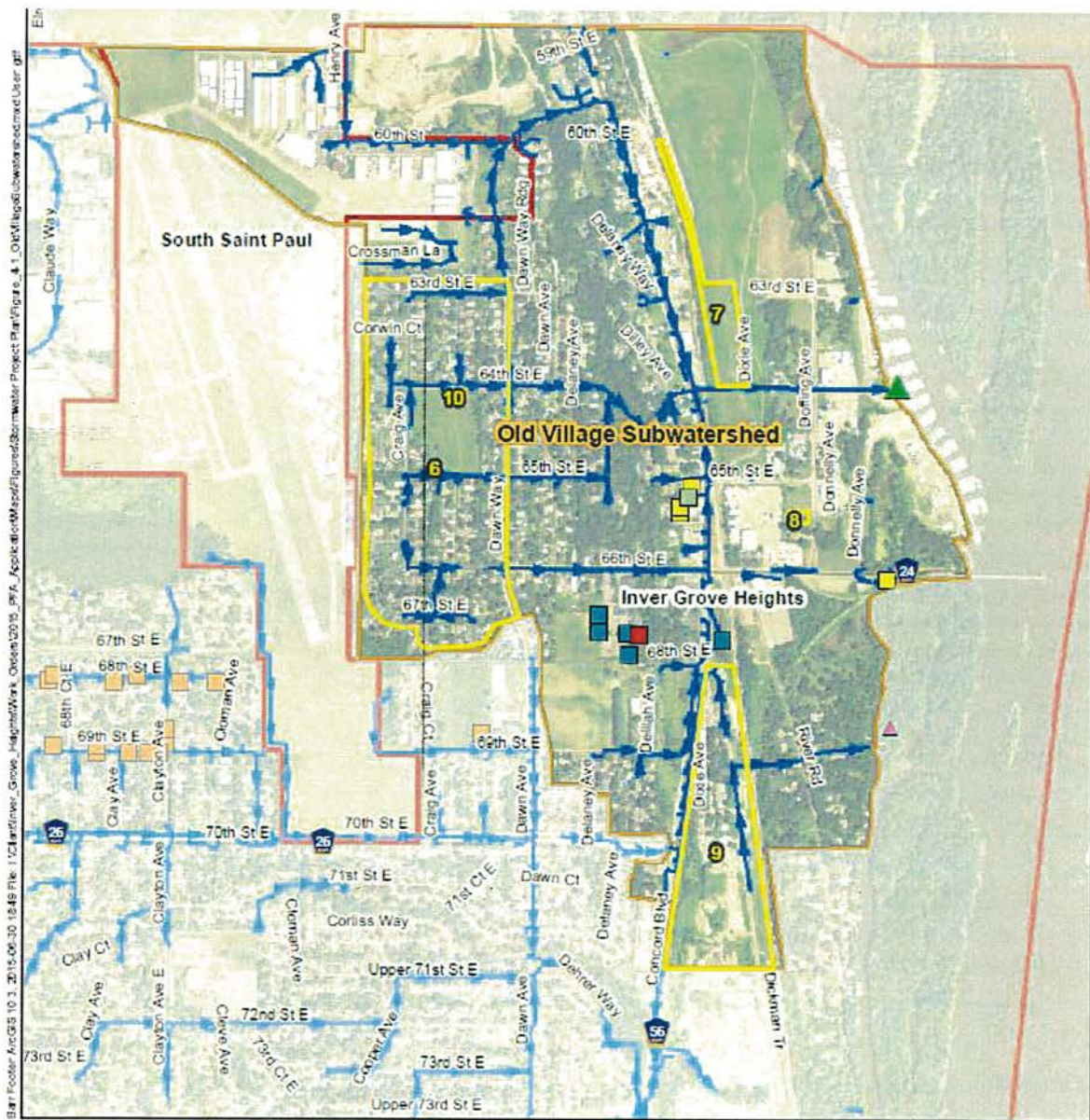


FIGURE 4-1

OLD VILLAGE SUBWATERSHED
Stormwater Project Plan
City of Inver Grove Heights
Dakota County, MN

Figure 1 – Old Village Subwatershed

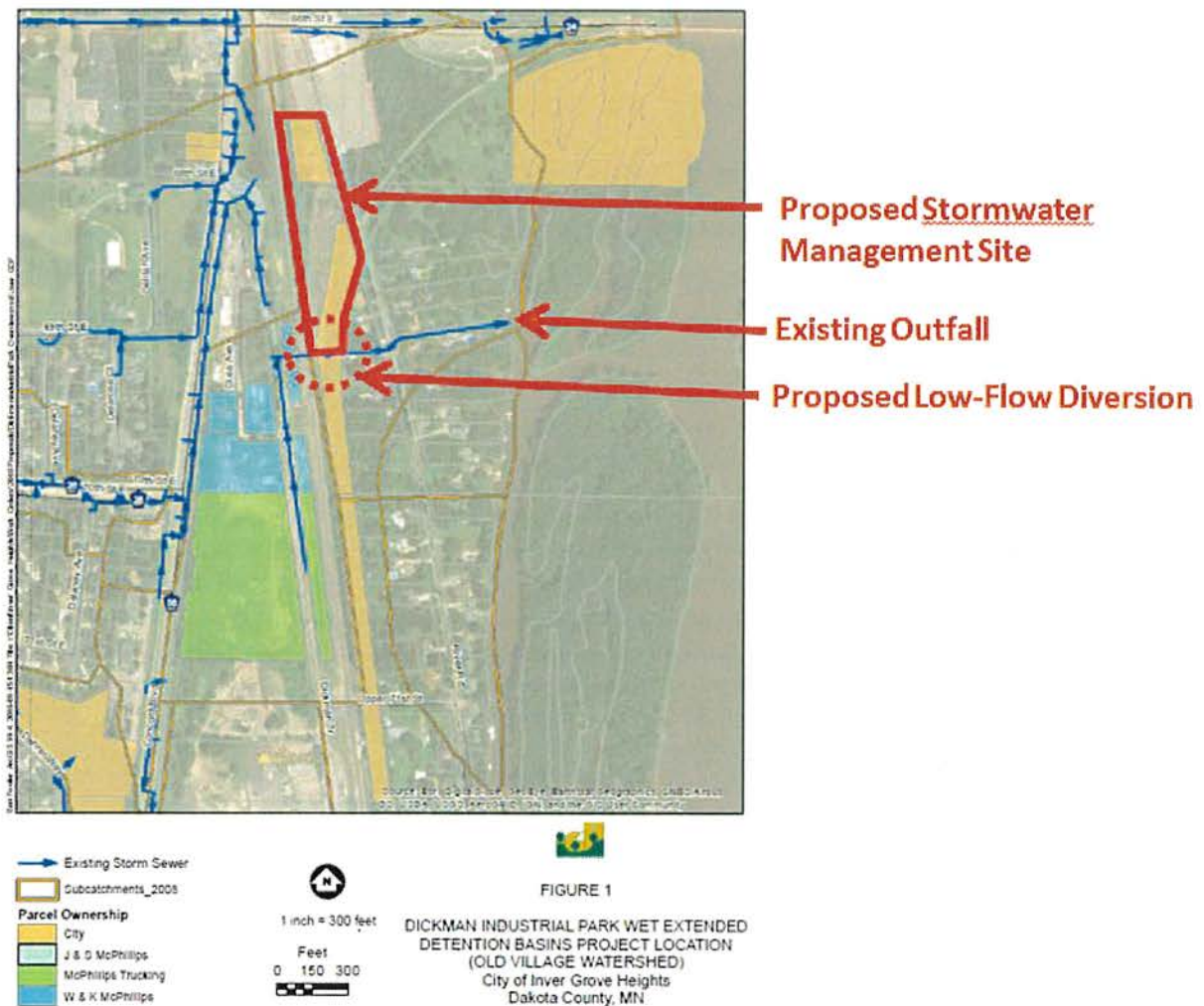


Figure 2 – Proposed Stormwater Management Site

The scope of work includes site characterization, Phase I Environmental Site Assessment and Phase II Investigation, hydraulic analysis, conceptual design, and preliminary (10 percent) civil design plan development, and is divided into the following tasks:

1. **Site characterization:** Site characterization includes assembling information at and near the location of the proposed BMP to develop stormwater improvement design criteria and understand site constraints. Barr will use this information to develop AutoCAD Civil3D base files of existing conditions for the site. Barr will review permitting requirements for the project.
2. **Phase I Environmental Site Assessment:** We understand the City does not have any available Environmental Site Assessment information for the parcels where stormwater management facilities are to be evaluated. Barr will complete a Phase I Environmental Site Assessment (Assessment) in conformance with ASTM International Practice E-1527-13. The purpose of the Assessment is to identify Recognized Environmental Conditions (RECs) in connection with the property. The primary benefit is that the assessment offers some types of liability assurance,

including establishing an "innocent owner" protection under CERCLA and state-administered Superfund programs. Barr will review historical records, public regulatory databases, interview individuals knowledgeable about the property, conduct site reconnaissance, and document the findings in a report. No environmental or analytical samples will be collected during the Assessment. For the purposes of the Assessment, we understand the Property to consist of three parcels as shown on Figure 3. The practice requires specific disclosures and information that will be included in the agreement for performing the Assessment. Our service delivery assumptions are included in Attachment A.

3. **Hydraulic analysis:** The design goal focuses on diverting and treating smaller-event stormwater flows to assist in meeting the TMDL TSS reduction goal. Low flows would be diverted from the storm sewer pipe that lies adjacent to the south edge of the site, and sufficient capacity in the existing storm sewer would be maintained to convey large-event stormwater flows to the Mississippi River at the appropriate level of service. As a result, the hydraulics of the proposed BMP will require careful consideration and design. Barr will review the existing hydrologic and hydraulic (H&H) models for the southern portion of the Old Village subwatershed, update them with Atlas 14 precipitation depths (if necessary), and use them to generate a range of design flows for the 24-acre drainage area, storm sewer pipe and outfall to the Mississippi River.
4. **Conceptual design and TSS removal estimates:** Barr will estimate TSS removal from conceptual designs, using the P8 water quality model created for the Stormwater Project Plan. This task includes developing conceptual designs and layouts for one BMP alternative. At this time, we understand the city's preferred option is an extended detention pond with a permanent pool. As part of concept design, we will screen possible pond geotechnical and groundwater considerations and discuss the possible need for future detailed geotechnical and seepage design efforts, pre-project basement condition assessments of adjacent properties, pond lining, or other measures to be considered during final design and construction of a stormwater project. We will also consider the city's flood freeboard requirements.
5. **Design meetings:** Barr will participate in up to two (2) design meetings with City staff. The first design meeting will be held following site characterization to discuss the City's goals for the project, review available as-built drawings for storm sewer near the site, and to learn about any key items (e.g., constraints, opportunities) that must be considered during design. The second meeting will be held to present the evaluated design concepts, the findings of the Phase I ESA and discuss the recommended design and estimated construction costs.
6. **Preliminary engineering memorandum:** Barr will prepare a brief summary memorandum to document the recommended conceptual design, permitting considerations, design constraints, design assumptions, alternative design concepts, anticipated TSS removals, and opinions of construction cost (OPC) for the concept designs. The memorandum will also provide recommendations for additional field investigations, if needed. The memorandum will include Phase I and Phase II ESA results as an attachment.
7. **Design plan preparation:** Upon approval of a conceptual design by City staff, Barr will prepare 10 percent design drawings for the approved concept design. Anticipated drawings include existing conditions, removals, preliminary site plan, preliminary landscaping plan, preliminary

cross section(s) and preliminary details. Design of unforeseen site electrical, water supply, sanitary sewer, and roadway improvements are not included at this time, but could be developed at the city's request for an additional fee. Preliminary technical specifications and bidding documents will not be provided at this time, but could be developed at the city's request for an additional fee.

8. **Alternate 1: Site Topographic Survey:** If the City elects not to perform any topographic field surveys, Barr will subcontract for limited site survey of existing stormwater utilities to fill in data gaps.
9. **Alternate 2: Wetland Reconnaissance:** If the Phase I ESA or site characterization work indicate wetlands may be present on the site, Barr will perform one field visit to perform a wetland reconnaissance and summarize field observations as part of the final technical memorandum.
10. **Alternate 3: Limited Phase II Investigation:** If RECs are identified in the Assessment, Barr will prepare a detailed scope of work and cost estimate to complete a Limited Phase II Investigation (Investigation) on the property. The purpose of the Investigation will be to confirm the presence or absence of hazardous substances or petroleum products on the property. The scope will include the locations of proposed soil, groundwater, and soil gas sampling locations, sample depths, parameters for laboratory analysis, and a schedule. As part of the Investigation, Barr will prepare a draft report for your review and a final report upon receipt of your comments. Barr will provide the findings of any Phase II ESA work as part of the final technical memorandum. A third meeting (if necessary) will be held to present the findings of the Phase II ESA and discuss any refinements to the recommended design and estimated construction costs that result from the Phase II information.

II. Deliverables

Barr will provide the City with the following deliverables:

1. A preliminary engineering memorandum
2. 10 percent design drawings in digital PDF format
3. Planimetric base design drawing information in AutoCAD .dwg format, including any field survey data gathered
4. Phase I Environmental Site Assessment Report
5. Wetland Reconnaissance Summary Report (if necessary)
6. Limited Phase II Investigation Report (if necessary)

III. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based

For the services referenced above, you will pay us for time and expense not to exceed **\$30,500 plus approved alternates** without prior approval, in accordance to the referenced Master Service Agreement. The scope of services assumes the following:

1. Barr assumes site soils and groundwater are not impacted or contaminated. This assumption will be evaluated further during Phase I Environmental Site Assessment (ESA) and Phase II Environmental Investigation work.

2. Barr assumes the City has collected, or will collect, topographic survey information that is adequate to develop AutoCAD Civil3D base files of existing conditions for the site. Alternatively, Barr can use topographic information from LiDAR contours available in GIS. If Barr determines that the topographic survey data or LiDAR information is inadequate, Barr will subcontract for additional site survey.
3. Barr will begin by utilizing desktop soil information. Barr intends to utilize soil boring information gathered as part of the Phase II Environmental Site Assessment to confirm design assumptions. Barr's technical memo will provide recommendations for additional soil investigations that would be completed as part of the final design phase.
4. Barr will utilize land cover information gathered as part of the Phase I Environmental Site Assessment to assess wetland presence and possible impacts. If Barr's assessment indicates wetlands are likely present, Barr would perform a field wetland reconnaissance.
5. Barr assumes the City will provide Barr with:
 - a. Boundary survey and topographic survey information in AutoCAD digital .dwg format for the proposed site (if any)
 - b. Available drawings showing utility locations, storm sewer as-builts, alignments, grades along Concord Blvd and the edges of the site (if any)
 - c. Available soil boring and laboratory testing information for parcels in this area (if any)
6. Barr assumes the Point Source Implementation Grant (PSIG) grant application for a proposed stormwater management project on the site is due to the Public Facilities Authority (PFA) on July 31, 2018 and that preparation of the grant application would be performed under a separate scope of work. The grant application and/or stormwater plan modification work are not included in this proposal.

Table 1 below shows the anticipated budget breakdown for each of the major project tasks.

Task	Task Description	Anticipated Budget
Preliminary Design for Dickman Industrial Park Stormwater Pond		
1	Site characterization	\$2,000
2	Phase I Environmental Site Assessment (ESA), assuming 2 parcels	\$5,000
3	Hydraulic analysis	\$3,300
4	Conceptual design and TSS removal estimates	\$4,700
5	Design meetings (up to two)	\$3,000
6	Preliminary engineering memorandum	\$3,000
7	Design plan preparation (10 percent drawings)	\$9,500
Work Order Subtotal		\$30,500
Alt. 1	Wetland Reconnaissance (if necessary)	\$1,500
Alt. 2	Site topographic survey (if necessary)	\$5,500
Alt. 3	Limited Phase II Investigation (if necessary) and a third design meeting (if necessary)	\$1,500 to \$25,000*
Work Order Total (including all alternates)		\$39,000 to \$62,500

*A detailed Phase II cost estimate will be provided upon completion of the Phase I Assessment

IV. Schedule and Assumptions Upon Which Schedule is Based

The following proposed schedule was developed assuming authorization by mid-February 2018:

- First design meeting – within 15 days of receiving authorization to proceed and receiving site characterization information as described above
- Phase I ESA - within 60 days of the first design meeting
- Preliminary design drawings - within 60 days of the first design meeting
- Preliminary engineering memorandum – within 60 days of the first design meeting
- Second design meeting – within 60 days of the first design meeting
- 10 percent design drawings – within 60 days of the second design meeting
- Completion of the Phase II ESA – TBD, depending on the Phase I results
- July 31, 2018 – due date for submittal of a PSIG Grant application

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: _____

Title: Vice President

Title: _____

Date: February 2, 2018

Date: _____



FIGURE 3

Attachment A

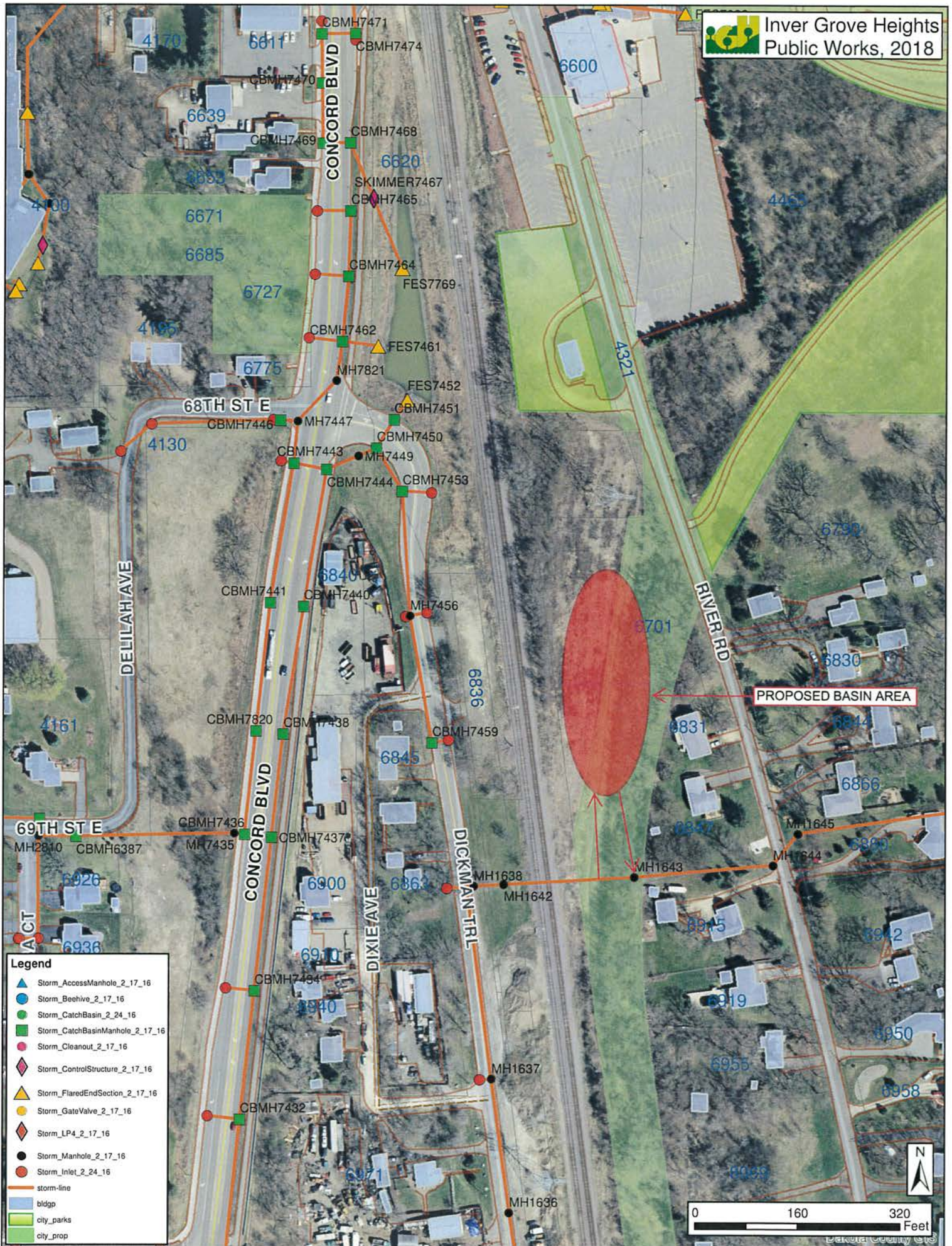
Phase I Environmental Site Assessment Service Delivery Assumptions

- The Property consists of three parcels: 6701 River Road (PID 200020040010), PID 200020065010, and PID 201775007040. See Figure 3 attached.
- The client will provide Barr with a recent survey or other accurate site plan(s) of the Property (in a clean hard copy or electronic format).
- The client, and Barr as its agent, has permission to access the Property and its structures.
- The client or a designated qualified person(s) will provide Barr staff with any special safety or other special facility access instructions and provide Barr staff safe means for accessing the Property and its features for the purpose of conducting the Property inspection visit.
- The Property inspection visit will take no more than 8 hours to complete (including travel time to and from Barr's office and the Property).
- Barr will gather, to the extent materials are reasonably ascertainable and pertinent, appropriate historical information regarding the project area. Materials reviewed may include:
 - Historical maps and historical aerial photographs (for approximate five-year intervals)
 - City directory information
 - Supplemental historical documents, such as, company records (if provided), building permit, tax assessor, or fire department files.
- Interviews of up to two knowledgeable persons familiar with the Property will be conducted over the telephone or during the Property inspection visit. The client will designate the appropriate interviewees and Barr will make up to three attempts to contact and perform the interviews with the interviewees during regular business hours.
- Barr will complete pertinent interviews of appropriate and reasonably ascertainable government officials for information on Property utilities and zoning. Barr will make up to three attempts to contact and perform the interviews with the interviewees during regular business hours.
- Barr, through use of a standard database vendor, will obtain and review regulatory database information in accordance with the Practice. Barr assumes it will not be necessary to review regulator files (except for information available on the internet). If, based on the preliminary assessment information, it becomes clear that a file review should be performed, we will notify you for authorization to perform the additional task. We will not conduct a contingent file review without first obtaining your authorization.
- It is our understanding that no previous investigation reports exist for the Property.
- A title search (summarizing past ownership, leases, land contracts, liens and other encumbrances) will be provided to Barr by the User as per the Practice for incorporation into the Report. If a title search is not provided, Barr will consider this as a data gap. Unless the detailed history of

ownership for the Property can be determined from the interviews and the historical information search, this data gap may be significant if so concluded by the EP. If requested, Barr can obtain and complete a review of the chain-of-title information or deed documents as an additional scope item and cost.

- The scope of the Assessment will not involve the collection and analysis of any type of samples. The scope of the Assessment will not involve completion of any surveys or the offering of any opinions or advice with respect to structural engineering matters, asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, compliance with environmental regulations, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, biological agents, mold, or other conditions that are beyond the scope of the Practice. If requested by you, Barr can expand the scope and cost of the Assessment to include any of these items that may be a potential concern to you. Any work related to these non-scope items will be the subject of a report/letter separate from the Report or included in the Additional Services section of the Report.
- The scope of the Assessment will not involve recommendations regarding Phase II assessment activities. Opinions regarding "Additional Investigations" (ASTM 1527-13 Sec 12.6.1) and business environmental risks (ASTM 1527-13 Sec 3.2.11) will be discussed with the client before being incorporated into the Report.
- One Report will be completed for the Property. The Report will consist of the following:
 - The findings, opinions, and conclusions of the Assessment.
 - Property location map(s) and property layout map(s) with current conditions and, if appropriate, past uses.
 - A Phase I documentation section (to be included as an appendix), which describes the Property setting, utility information, land-use history, regulatory history, and current Property conditions and features.
 - Other appendices for historical documentation, regulatory report information, interview results, property inspection photographs, and limitations/qualifications.
- One final copy of the Report will be produced for the client.
- The client's authorized representative will provide review comments on the Report within five days of receipt of Barr's review copy.
- For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000 (USD), whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 (USD) provided that, within 10 days of the date of this agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500 (USD), to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.
- Because Barr is not retained to verify information, Barr will assume no responsibility for the accuracy of information obtained from other sources, including without limitation, regulatory and government agencies, persons knowledgeable about the Property, vendors of public data, and

prior reports on the Property or other properties identified in the Assessment. Performance of the Practice is intended to reduce, but will not eliminate uncertainty regarding the presence of recognized environmental conditions on the Property. To the extent that Barr does not identify recognized environmental conditions on the Property, Barr's opinions in the Report are not representations that the Property is free of such conditions. Under no circumstances can Barr represent or warrant that hazardous materials or petroleum products do not exist on the Property.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION APPROVING DEMOLITION CONTRACT - 6940 AND 6950 DIXIE AVENUE

Meeting Date: March 12, 2018
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the Resolution Awarding Contract for Demolition of 6940 and 6950 Dixie Avenue to Lloyd's Construction Services Inc., as attached.

BACKGROUND

The City sent out a request for proposal for demolition to seven contractors. The City received five proposals for the demolition work, as follows:

Lloyd's Construction Services Inc.	\$78,250
Carl Bolander and Sons LLC	\$81,500
Kamish Excavating Inc.	\$84,453
Max Steining Inc.	\$95,000
Progressive Construction Homebuilding Inc.	\$130,000

The City's demolition costs will be reimbursed through the Dakota County CDA Redevelopment Incentive Grant (R.I.G.) and MN Department of Employment and Economic Development (D.E.E.D.) Grants

RECOMMENDATIONS

Staff recommends approval of the Resolution Awarding the Contract for Demolition of 6940 and 6950 Dixie Avenue to Lloyd's Construction Services Inc.

Enc: Resolution

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

RESOLUTION NO. _____

**RESOLUTION AWARDDING CONTRACT FOR DEMOLITION OF 6940 DIXIE
AVENUE AND 6950 DIXIE AVENUE TO LLOYD'S CONSTRUCTION SERVICES INC.**

WHEREAS, the City desires to enter into a contract with a demolition contractor to remove two single-family residences; and

WHEREAS, the City distributed Request for Proposals to seven demolition firms; and

WHEREAS, the City received five complete proposals from Lloyd's Construction Services Inc, Carl Bolander and Sons LLC, Kamish Excavating Inc, Max Steininger Inc, and Progressive Construction Homebuilding Inc; and

WHEREAS, the City has reviewed these proposals and the firm's qualifications.

NOW, THEREFORE, IT BE RESOLVED, that the City Council of the City of Inver Grove Heights hereby selects Lloyd's Construction Services Inc. to demolish the structures at 6940 Dixie Avenue and 6950 Dixie Avenue at a cost of \$78,250 and direct staff to enter into a contract with Lloyd's Construction Services Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of March of 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 12, 2018
Item Type: Consent Agenda
Contact: Janet Shefchik, HR Manager
Prepared by: Carrie Isaacson, Admin Svc Cord
Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Golf Course

Samuel Guggemos, Golf Course Technician

Full-Time Promotions:

Police Department

Investigator Ben Madsen to Sergeant
Sergeant Dennis Haugland to Commander

Part-Time/Temporary/Seasonal Employment:

Parks & Recreation/VMCC

Bosquez, Jared, Outdoor Rink Attendant

Voluntary Termination of Employment:

Parks & Recreation/VMCC

Hesse, Brittany, Fitness Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

Meeting Date: March 12, 2018
 Item Type: Public Hearing
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public hearing to consider ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SUMMARY

Council received the feasibility report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvement on December 11th and authorized staff to complete negotiations with Arbor Pointe Association, Inc. (APAI). The City is responsible for thirty-one street lights and APAI thirty-three street lights of the sixty-four in total in the planned unit development (PUD) shared system (see attached map). Staff has completed negotiations with APAI and Xcel Energy. Public Works and APAI are proposing the direct-bury fiberglass pole standard payment option (rather than base-mounted aluminum poles).

The public hearing and information meeting for City Project No. 2018-04 was noticed. The information meeting was held on February 28, 2018 with no one attending or commenting.

Paul Roth, New Concepts Management (the association's property manager), has provided a letter (attached) sharing the Board's approval of the amended agreement preference of the direct-bury fiberglass pole option, and approval of the Xcel contracts. The fourth amended maintenance agreement has been executed by APAI. The City Attorney is drafting an additional agreement between APAI and Inver Grove Heights to proportionally share costs associated with the street light system removal, restoration, and appurtenances. The shared agreement is scheduled to be approved by APAI, Inc. at its March 22 Board meeting. The Xcel street light construction agreement is expected to be executed by APAI by March 13th in order for poles to be ordered along with the City's.

The total project cost (including removal of the old system, installation of the new system, and restoration) is estimated at \$194,500 for the City's thirty-one street lights and \$207,000 for APAI's thirty-four street lights for a total cost of improvements of \$401,500. The Xcel construction agreement for installation of the street light facilities in the amount of \$125,553 for the City is attached. The agreement is for thirty-one 30-foot high direct bury fiberglass poles, dark bronze in color, with 115-165W LED Cobra style luminaires (250W HPS equivalent). The monthly operation and maintenance rate of \$24.54 correlates to annual costs of \$9,128.88 for the City's 31 street lights.

The schedule for the project is to remove the existing lighting system and install the new lighting system by mid-August, followed by restoration. Once ordered, the poles typically take twelve weeks for delivery and should arrive by mid-June. The removals and installation of the sixteen street lights along Broderick Boulevard will be coordinated with the project.

I recommend approval of the resolution ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SDT/kf

Attachments: Resolution
 Map
 Letter from APAI Property Manager
 Agreements

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

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

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on February 12, 2018 called for a public hearing on the proposed improvement project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on February 28, 2018, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted March 12, 2018.
2. The Mayor is authorized to execute the Fourth Amended Maintenance Agreement for Arbor Pointe.
3. The Public Works Director is authorized to enter into the Xcel Construction Agreement for Street Light Facilities in the amount of \$125,553 for the installation of a street light system for 31 lights.
4. The City Attorney is hereby authorized to complete the additional street light removal and restoration agreement for a joint Inver Grove Heights and APAI project.
5. The Public Works Director is authorized to prepare contract documents and obtain quotes for a street light removal project and a restoration project in coordination with the installation of lights by Xcel.
6. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
7. The Council authorizes the use of the Pavement Management Fund and Arbor Pointe contribution.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of March 2018

AYES:

NAYS:

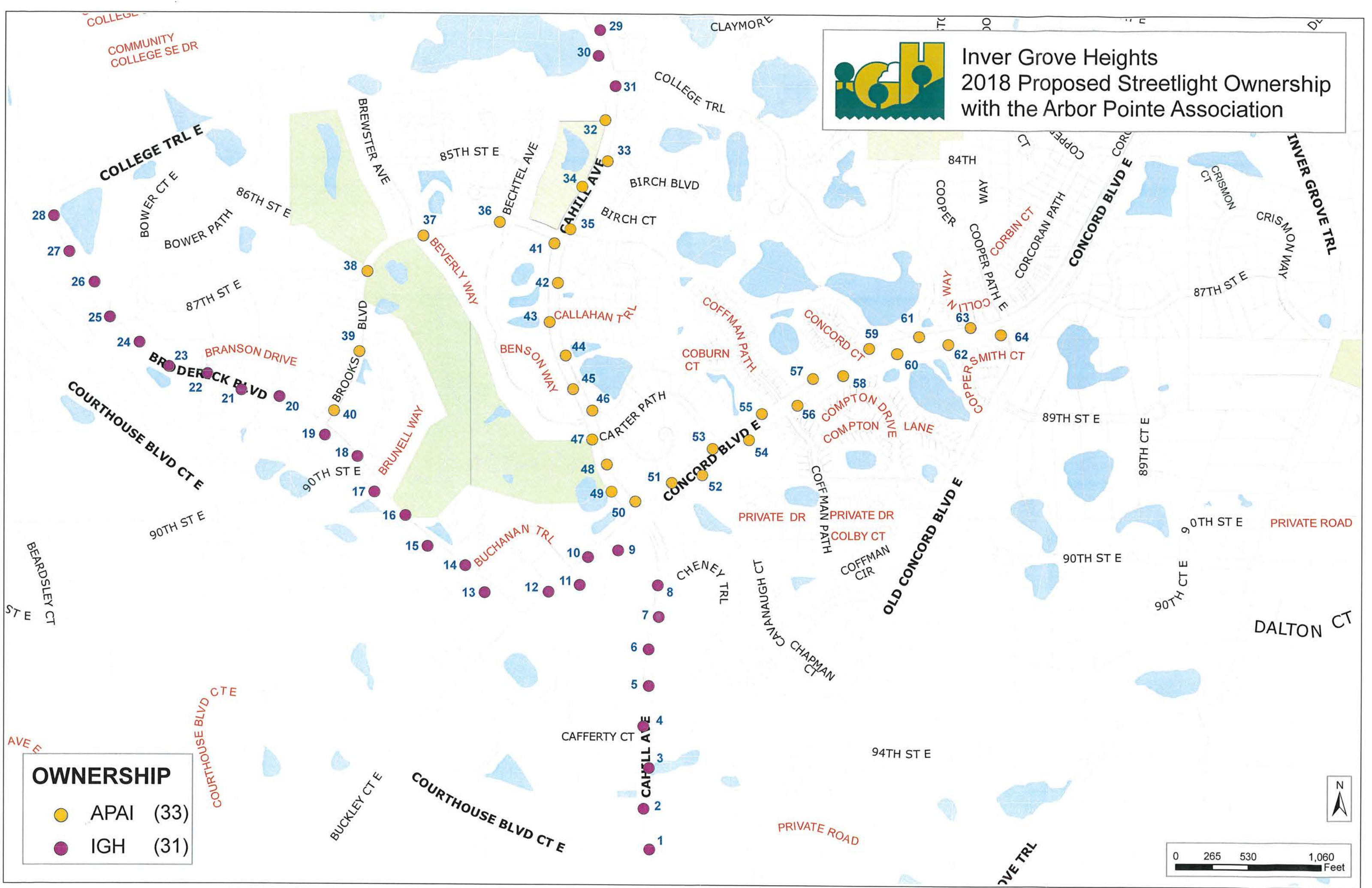
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Inver Grove Heights 2018 Proposed Streetlight Ownership with the Arbor Pointe Association



January 18, 2018

Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re.: Arbor Pointe Street Lights

Dear Steve,

As you know I am the Association Manager for the Arbor Pointe Master Association. The Master Association Board of Directors held a Board meeting last night. The meetings are held every other month.

Following are actions the Board took last night that pertain to the street light replacement project.

Maintenance Agreement

The Board approved the proposed fourth amendment to the maintenance agreement between Arbor Pointe Master Association and the City of Inver Grove Heights dated 1-10-18 prepared by Levander, Gillen, & Miller, P.A.

Street Light Pole Type

The Board re-affirmed its past position that Arbor Pointe prefers the fiberglass pole option but would agree to the use of metal poles for the sake of uniformity if the City prefers metal. In re-affirming this decision the Board considered the lesser cost of the fiberglass poles, the low chance of Arbor Pointe ever wishing to attach banners or other items to the poles, and the lack of responsibility the Association will have for any repair or maintenance the poles may need in the future.

Xcel Energy Construction Contracts

The Board approved the two construction contracts labelled 1A and 1B prepared by Xcel and provided to us and to you by Angela Adesoro on 1-12-18.

The Board and I thank you for the assistance and cooperation extended to us by the City and we look forward to the successful completion of the project.

Sincerely,



NEW CONCEPTS MANAGEMENT GROUP, INC.

Paul Roth
Executive Vice President



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Inver Grove Heights**

Address: **8150 Barbara Ave**

City: **Inver Grove Heights**

State: **MN**

Zip Code: **55077**

Project charges of: **One hundred twenty five thousand five hundred fifty three dollars and 00/100** Dollars: **\$125,553.00**

In accordance with the following terms of payment: **Payment due 30 days after construction is completed**

For Association or City of: **City of Inver Grove Heights will also be billed the monthly rate for 31 street lights**

Streetlights/Facilities Location: **Broderick Blvd, Brooks Blvd, Cahill Ave, & Concord Blvd (31 of 64 total street lights)**

Rate Code: **A30 Standard Service Underground 115-165W (14,000 Lumens) LED. Current monthly rate is \$24.54.**

Service consisting of:

Installation of Company Owned streetlight facilities consisting of:	
<u>Designation of Lamps:</u>	<u>Number of Luminaries:</u>
Install 31-115-1650W LED Cobra streetlight fixtures on 30' direct buried fiberglass poles staggered within the public right-of-way along Broderick Blvd, Brooks Blvd, Cahill Ave, and Concord Blvd within the Arbor Pointe PUD.	31- 115-165W LED Cobra Fixtures
Install by direct bore approx. 15,400' of #6 AL DX in 1½" conduit	Fixture Color –Grey
The existing customer owned streetlights will not be removed by Xcel Energy and is not part of this contract.	31- 30' Direct Buried Fiberglass Poles
Restoration is not included in this contract.	Pole Color – Dark Bronze
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Inver Grove Heights**

Xcel Energy:

By:

By:

Title:

Title:

**Mary J. Woolf, Director Business
Operations – Minnesota as authorized
agent for Northern States Power Co.**

XCEL ENERGY USE ONLY	Date: 02/26/18	Div: Newport
Xcel Energy Outdoor Project Coordinator:	Angela Adesoro	
Xcel Energy Project Number:		
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations and laws. Company shall repair, replace or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall

Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title or interest in any portion of the Work or Company's equipment or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or

liable by Customer or any other party. Further, Company may remove, repair and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

FOURTH AMENDED
MAINTENANCE AGREEMENT BY AND BETWEEN THE
CITY OF INVER GROVE HEIGHTS AND
ARBOR POINTE ASSOCIATION, INC.
FOR ARBOR POINTE
LOCATED IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

Execution Copy
_____, 2018

INDEX TO CITY OF INVER GROVE HEIGHTS
FOURTH AMENDED MAINTENANCE AGREEMENT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Member Association
- 1.4 Master Association
- 1.5 Developer
- 1.6 Plat
- 1.7 Common Areas
- 1.8 Public Right-of-Way
- 1.9 Street Lights and Decorative Lights
- 1.10 Member Association Obligations
- 1.11 Master Association Obligations
- 1.12 Trail Easements
- 1.13 Irrigation System
- 1.14 Minimum Landscape Inventory
- 1.15 Monument Signage
- 1.16 Council
- 1.17 PWD
- 1.18 Director of PWD
- 1.19 County

- 1.20 Master Association Default
- 1.21 Force Majeure
- 1.22 Formal Notice
- 1.23 Standard of Care
 - A. Common Areas, Public Right-of-Way, and Trail Easements
 - B. Monument Signage
 - C. Street Lights or Decorative Lights
 - D. Irrigation System
 - E. Minimum Landscaping Inventory
- 1.24 Development Plans
- 1.25 Regulatory Agencies
- 1.26 Utility Companies
- 1.27 Members
- 1.28 Gazebo

ARTICLE 2 - OTHER PERMITS

- 2.1 Permits

ARTICLE 3- INSPECTION AND PERFORMANCE OF MASTER ASSOCIATION OBLIGATIONS

- 3.1 Inspection
- 3.2 Faithful Performance of Master Association Obligations

ARTICLE 4 - RESPONSIBILITY FOR COSTS

- 4.1 Master Association Obligation Costs

4.2 City Miscellaneous Expenses

ARTICLE 5 - MASTER ASSOCIATION WARRANTIES

5.1 Statement of Master Association Warranties

- A. Authority
- B. No Default
- C. Present Compliance with Laws
- D. Continuing Compliance with Laws
- E. No Litigation
- F. Full Disclosure
- G. Warranty on Proper Work and Materials
- H. Fee Title

ARTICLE 6 - CITY WARRANTIES

6.1 City Warranties

- A. Organization and Authority

ARTICLE 7 - INDEMNIFICATION OF CITY

7.1 Indemnification of City

7.2 Notice

7.3 Defense of Claim

ARTICLE 8 - CITY REMEDIES UPON MASTER ASSOCIATION DEFAULT

8.1 City Remedies

8.2 No Additional Waiver Implied by One Waiver

8.3 No Remedy Exclusive

8.4 Emergency

ARTICLE 9 - MISCELLANEOUS

9.1 City's Duties

9.2 No Third Party Recourse

9.3 Validity

9.4 Dissolution of Member Association

9.5 Binding Agreement

9.6 Contract Assignment

9.7 Amendment and Waiver

9.8 Governing Law

9.9 Counterparts

9.10 Headings

9.11 Inconsistency

9.12 Access

9.13 Superseding Effect

EXHIBIT A - LEGAL DESCRIPTION OF PLAT OF ARBOR POINTE

EXHIBIT B - COMMON AREAS

EXHIBIT C - PUBLIC RIGHT-OF-WAY

EXHIBIT D - STREET LIGHTS AND DECORATIVE LIGHTS

CITY OF INVER GROVE HEIGHTS

**FOURTH AMENDED MAINTENANCE AGREEMENT
FOR ARBOR POINTE ASSOCIATION, INC.**

THIS FOURTH AMENDED MAINTENANCE AGREEMENT (MAINTENANCE AGREEMENT), made and entered into on the ____ day of _____, 2018, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the "CITY"), and MASTER ASSOCIATION identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, City of Inver Grove Heights Resolution No: 789, dated December 21, 1992, required a homeowners association to provide for and maintain all MONUMENT SIGNAGE, and to provide landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY and TRAIL EASEMENTS; and

WHEREAS, the CITY approved the PLAT on the condition that the Homeowners Association for Arbor Pointe would contract with the CITY to provide for and maintain all MONUMENT SIGNAGE, and to provide landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY and TRAIL EASEMENTS.

NOW, THEREFORE, subject to the terms and conditions of this MAINTENANCE AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and MASTER ASSOCIATION agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **MEMBER ASSOCIATION.** "MEMBER ASSOCIATION" means those entities formed for the purpose of providing maintenance, upkeep, and preservation of certain common areas within each PLAT of ARBOR POINTE and to promote the health, safety and welfare of the residents within the above-described PLATS and any additions thereto as may hereafter be brought within the jurisdiction of the MEMBER ASSOCIATION.

1.4 **MASTER ASSOCIATION.** "MASTER ASSOCIATION" means Arbor Pointe Association, Inc., a Minnesota non-profit corporation, and all successors and assigns thereof.

1.5 **DEVELOPER.** "DEVELOPER" means The Rottlund Company, Inc.

1.6 **PLAT.** "PLAT" means the plat of ARBOR POINTE comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.7 **COMMON AREAS.** "COMMON AREAS" means those parcels of real property legally described on the attached Exhibit B.

1.8 **PUBLIC RIGHT-OF-WAY.** "PUBLIC RIGHT-OF-WAY" means the landscaped portions of those streets, boulevards, and roadways described on the attached Exhibit C.

1.9 **STREET LIGHTS and DECORATIVE LIGHTS.** "STREET LIGHTS and DECORATIVE LIGHTS" means those lights, electronic and otherwise shown on the attached Exhibit D as "APAI" (Arbor Pointe Association, Inc. ownership and maintenance). This definition does not include those lights listed on **Exhibit D** as being the ownership and responsibility of IGH.

1.10 **MEMBER ASSOCIATION OBLIGATIONS.** "MEMBER ASSOCIATION OBLIGATIONS" means the duty, responsibility and the obligation of the MEMBER ASSOCIATION:

- a.) To provide for and maintain the landscaping, irrigation, and maintenance of the COMMON AREAS and PUBLIC RIGHT-OF-WAY, and
- b.) To provide for and maintain in an operable condition all STREET LIGHTS or DECORATIVE LIGHTS,

all to the STANDARD OF CARE defined herein.

1.11 **MASTER ASSOCIATION OBLIGATIONS.** "MASTER ASSOCIATION

OBLIGATIONS" means the duty, responsibility and the obligation of the MASTER ASSOCIATION:

- a.) To provide for and maintain all MONUMENT SIGNAGE, and
- b.) To provide for and maintain the landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY, TRAIL EASEMENTS, and
- c.) To provide for, keep in place and maintain in an operable condition all STREET LIGHTS or DECORATIVE LIGHTS,
- d.) To be billed directly by Xcel Energy, or its successor, for any and all costs associated with the STREET LIGHTS and DECORATIVE LIGHTS.
- e.) To pay Xcel Energy, or its successor, directly for any and all costs associated with the STREET LIGHTS and DECORATIVE LIGHTS.
- d.) To properly construct a GAZEBO in the appropriate COMMON AREA and properly maintain and regularly care for the GAZEBO to ensure a neat, orderly, functional structure with a well-maintained appearance,

all to the STANDARD OF CARE defined herein.

1.12 TRAIL EASEMENTS. "TRAIL EASEMENTS" shall mean the landscaped portions of the TRAIL EASEMENTS dedicated or conveyed to the CITY by the DEVELOPER, MASTER or MEMBER ASSOCIATIONS.

1.13 IRRIGATION SYSTEM. "IRRIGATION SYSTEM" shall mean the private water supply system designed to maintain the landscaping, turf, trees, and other vegetation within the COMMON AREAS or PUBLIC RIGHT-OF-WAY.

1.14 MINIMUM LANDSCAPE INVENTORY. "MINIMUM LANDSCAPE INVENTORY" shall mean the quantity of landscaping inspected and approved by the CITY pursuant to the landscape plans approved by the CITY for the COMMON AREAS, TRAIL EASEMENTS and PUBLIC RIGHT-OF-WAY.

1.15 MONUMENT SIGNAGE. "MONUMENT SIGNAGE" means any signage, placards, emblems, or symbols placed within a COMMON AREA, which identifies Arbor Pointe or any neighborhood or subdivision located within Arbor Pointe.

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

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

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

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

1.20 MASTER ASSOCIATION DEFAULT. "MASTER ASSOCIATION DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the MASTER ASSOCIATION to timely perform the MASTER ASSOCIATION OBLIGATIONS according to the STANDARD OF CARE as defined herein;
- b.) failure by the MASTER ASSOCIATION to properly maintain the MINIMUM LANDSCAPE INVENTORY according to the STANDARD OF CARE as defined herein;
- c.) failure by the MASTER ASSOCIATION to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this MAINTENANCE AGREEMENT;
- d.) breach of a MASTER ASSOCIATION WARRANTY.

1.21 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions. FORCE MAJEURE also includes seasonal planting restraints due to weather and commonly accepted horticulture practices; the unavailability of materials on commercially reasonable terms; and governmental restraints related to the delivery and transportation of materials.

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

If to CITY:

City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall

8150 Barbara Avenue
Inver Grove Heights, MN 55075

If to MASTER ASSOCIATION: Arbor Pointe Association, Inc.
c/o New Concept Management Group, Inc.
5707 Excelsior Blvd.
St. Louis Park, MN 55416

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

1.23 STANDARD OF CARE.

A. COMMON AREAS, PUBLIC RIGHT-OF-WAY AND TRAIL EASEMENTS:

1. **TURF:** All turf existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be neatly trimmed and mowed, properly watered, treated, and fertilized and shall be consistently manicured and free of litter and debris.
2. **TREES AND OTHER VEGETATION:** All trees and other vegetation existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be neatly trimmed and pruned, properly watered, treated, and fertilized and shall be consistently manicured and free of litter and debris. All leaves shall be regularly removed from the COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT.
3. **LANDSCAPING:** All landscaping including, but not limited to, edging, plastic, decorative rocks and woodchips, existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be properly maintained and preserved and shall be consistently manicured and free of litter and debris.

B. MONUMENT SIGNAGE: All MONUMENT SIGNAGE shall be properly installed in the appropriate COMMON AREAS, properly maintained, and regularly cared for to ensure a neat, orderly and well maintained appearance.

C. STREET LIGHTS or DECORATIVE LIGHTS: All existing, or hereinafter installed, STREET LIGHTS or DECORATIVE LIGHTS shall be

preserved and maintained by the MASTER ASSOCIATION according to the following:

1. **LIGHTING TO BE OPERATIONAL:** The MASTER ASSOCIATION shall keep in place and maintain the STREET LIGHTS or DECORATIVE LIGHTS to ensure that it is properly operational. The MASTER ASSOCIATION shall also repair and/or replace any non-operational STREET LIGHTS or DECORATIVE LIGHTS.
2. **MASTER ASSOCIATIONS RESPONSIBILITY FOR COSTS:** The MASTER ASSOCIATION shall be responsible for all energy costs to service and properly maintain the STREET LIGHTS or DECORATIVE LIGHTS, as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to service and properly maintain the STREET LIGHTS or DECORATIVE LIGHTS; and the CITY shall have the right, but be under no obligation to pay the MASTER ASSOCIATION, any UTILITY COMPANIES, contractors, subcontractors, or any other agents any sum whatsoever on account thereof. In the event the CITY does make a payment to the MASTER ASSOCIATION or any UTILITY COMPANIES, contractors, subcontractors, or any other agents on behalf of the MASTER ASSOCIATION, then the CITY shall have the right to collect such amount from the MASTER ASSOCIATION.
3. **PROPER MAINTENANCE OF STREET LIGHTS or DECORATIVE LIGHTS:** Proper maintenance of the STREET LIGHTS or DECORATIVE LIGHTS shall include, but not be limited to, the cleaning, replacement and maintenance of bulbs, ballast assemblies, glassware, photocells, and any repair or replacement necessary for underground wiring and the maintenance and repair of any fixtures or poles if the same has been knocked down.

D. IRRIGATION SYSTEM:

1. The MASTER ASSOCIATION shall ensure that the IRRIGATION SYSTEM is properly maintained and fully operational.
2. The MASTER ASSOCIATION shall be responsible for all water costs and all costs to maintain and properly operate the IRRIGATION SYSTEM as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to properly operate the IRRIGATION SYSTEM; and the CITY shall be under no

obligation to pay the MASTER ASSOCIATION, any utility companies, contractors, subcontractors, or any other agents any sum whatsoever on account thereof.

- E. MINIMUM LANDSCAPING INVENTORY:** The MASTER ASSOCIATION shall always maintain and preserve the MINIMUM LANDSCAPE INVENTORY pursuant to the landscape plans approved by the CITY for the COMMON AREAS and PUBLIC RIGHT-OF-WAY. Additionally, all turf, trees, landscaping and other vegetation which becomes damaged, diseased, or dead shall be repaired by the MASTER ASSOCIATION to its preexisting condition or replaced with a substantially similar item within ten (10) days after FORMAL NOTICE to ensure that the MINIMUM LANDSCAPE INVENTORY is maintained.

1.24 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" shall mean site landscaping plans, street lighting plans and utility plans approved by the CITY for the COMMON AREAS and PUBLIC RIGHT-OF-WAY.

1.25 REGULATORY AGENCIES. "REGULATORY AGENCIES" means and includes, jointly and severally, the following:

Minnesota Department of Transportation, Dakota County Highway Department, and any other regulatory or governmental agency having jurisdiction over the MASTER ASSOCIATION or MASTER ASSOCIATION OBLIGATIONS.

1.26 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas, telephone and cable television.

1.27 MEMBERS. "MEMBERS" shall mean any MEMBER ASSOCIATION or any person or entity who is a record owner of any real property located within Arbor Pointe, and who does not participate in any MEMBER ASSOCIATION.

1.28 GAZEBO. "GAZEBO" shall mean a building constructed which is intended to be a community gathering space. The size and design of the building shall be in accordance with the Arbor Pointe Design Manual.

ARTICLE 2 **OTHER PERMITS**

2.1 PERMITS. The MASTER ASSOCIATION shall obtain all necessary approvals, permits and licenses from the CITY, the REGULATORY AGENCIES, and the UTILITY COMPANIES. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the MASTER ASSOCIATION to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall defend and hold the CITY harmless from any action initiated by the REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the MASTER ASSOCIATION.

ARTICLE 3 **INSPECTION AND PERFORMANCE OF** **MASTER ASSOCIATION OBLIGATIONS**

3.1 INSPECTION. The PWD or its designated representative, shall periodically inspect the work installed by the MASTER ASSOCIATION, its contractors, subcontractors or agents. After inspection, the CITY shall give FORMAL NOTICE to the MASTER ASSOCIATION of the MASTER ASSOCIATION OBLIGATIONS which do not conform to the STANDARD OF CARE set forth herein.

3.2 FAITHFUL PERFORMANCE OF MASTER ASSOCIATION OBLIGATIONS. The MASTER ASSOCIATION shall fully and faithfully comply with all terms of any and all contracts entered into by the MASTER ASSOCIATION for the installation, maintenance and construction of all of the MASTER ASSOCIATION OBLIGATIONS. The MASTER ASSOCIATION shall also fulfill, comply with and perform its MASTER ASSOCIATION OBLIGATIONS. Within ten (10) days after FORMAL NOTICE, the MASTER ASSOCIATION agrees to repair or replace, as directed by the CITY and at the MASTER ASSOCIATION's sole cost and expense, any work or materials relating to MASTER ASSOCIATION OBLIGATIONS that fail to meet the STANDARD OF CARE, or become defective or damaged in the reasonable opinion of the CITY or the PWD or its designated representative.

ARTICLE 4 **RESPONSIBILITY FOR COSTS**

4.1 MASTER ASSOCIATION OBLIGATION COSTS. The MASTER ASSOCIATION shall pay for the MASTER ASSOCIATION OBLIGATIONS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the MASTER ASSOCIATION, contractor, subcontractor, or any other agents any sum whatsoever on account thereof.

4.2 CITY MISCELLANEOUS EXPENSES. The MASTER ASSOCIATION shall reimburse the CITY for all reasonable engineering, administrative, legal and other

expenses reasonably incurred or to be reasonably incurred by the CITY in connection with the administration and enforcement of this MAINTENANCE AGREEMENT. Provided, however, costs of routine inspections shall be borne by the CITY. The MASTER ASSOCIATION shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 5

MASTER ASSOCIATION WARRANTIES

5.1 MASTER ASSOCIATION WARRANTIES. "MASTER ASSOCIATION WARRANTIES" means that the MASTER ASSOCIATION hereby warrants and represents the following:

- A. **AUTHORITY.** MASTER ASSOCIATION has the right, power, legal capacity and authority to enter into and perform its obligations under this MAINTENANCE AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of MASTER ASSOCIATION to enter into and perform its obligations under this MAINTENANCE AGREEMENT.
- B. **NO DEFAULT.** MASTER ASSOCIATION is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this MAINTENANCE AGREEMENT. MASTER ASSOCIATION 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 MAINTENANCE AGREEMENT by MASTER ASSOCIATION or prohibit any of the transactions provided for in this MAINTENANCE AGREEMENT.
- C. **PRESENT COMPLIANCE WITH LAWS.** MASTER ASSOCIATION has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, or ordinance; and MASTER ASSOCIATION is not aware of any pending or threatened claim of any such violation which relates to the ownership, use or development of the PLAT.
- D. **CONTINUING COMPLIANCE WITH LAWS.** MASTER ASSOCIATION will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, or ordinance which relates to the ownership, use or development of the PLAT.

- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting MASTER ASSOCIATION. MASTER ASSOCIATION is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representatives and warranties made by MASTER ASSOCIATION or made in any exhibit hereto or memorandum or writing furnished or to be furnished by MASTER ASSOCIATION or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **WARRANTY ON PROPER WORK AND MATERIALS.** The MASTER ASSOCIATION warrants all work required to be performed by it under this MAINTENANCE AGREEMENT against defective material and faulty workmanship for a period of one (1) year after its completion.
- H. **FEE TITLE.** MASTER ASSOCIATION owns fee title to the COMMON AREAS.

ARTICLE 6 **CITY WARRANTIES**

6.1 **CITY WARRANTIES.** "CITY WARRANTIES means that the CITY hereby warrants and represents as follows:

- A. **ORGANIZATION AND AUTHORITY.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this MAINTENANCE AGREEMENT.

ARTICLE 7 **INDEMNIFICATION OF CITY**

7.1 **INDEMNIFICATION OF CITY.** MASTER ASSOCIATION shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs of

suffers, which arise out of, result from or relate to:

- a.) breach by the MASTER ASSOCIATION of the MASTER ASSOCIATION WARRANTIES;
- b.) failure of the MASTER ASSOCIATION to timely perform the MASTER ASSOCIATION OBLIGATIONS according to the STANDARD OF CARE described herein;
- c.) failure by the MASTER ASSOCIATION to properly maintain the MINIMUM LANDSCAPE INVENTORY according to the STANDARD OF CARE as defined herein;
- d.) failure by the MASTER ASSOCIATION to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this MAINTENANCE AGREEMENT.

7.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Article 8, the CITY shall give the FORMAL NOTICE in reasonable detail to the MASTER ASSOCIATION. The MASTER ASSOCIATION shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the MASTER ASSOCIATION shall have the right to cure or remedy the event leading to such claim.

7.3 DEFENSE OF CLAIM. With respect to any claims or demands asserted against the CITY by a third party, and provided that the CITY gives FORMAL NOTICE to the MASTER ASSOCIATION, the MASTER ASSOCIATION will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the MASTER ASSOCIATION will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the MASTER ASSOCIATION's expense. If the MASTER ASSOCIATION fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the MASTER ASSOCIATION.

ARTICLE 8

CITY REMEDIES UPON MASTER ASSOCIATION DEFAULT

8.1 CITY REMEDIES. If a MASTER ASSOCIATION DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the MASTER ASSOCIATION FORMAL NOTICE of the MASTER ASSOCIATION DEFAULT and the MASTER ASSOCIATION shall have ten (10) days after FORMAL NOTICE to repair or replace

those items which do not meet the STANDARD OF CARE or those items warranted by Article 5. If the MASTER ASSOCIATION, after FORMAL NOTICE to it by the CITY, does not cure the MASTER ASSOCIATION DEFAULT, then the CITY may avail itself of any remedy afforded by law and including any of the following remedies:

- a.) the CITY may specifically enforce this MAINTENANCE AGREEMENT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c.) the CITY may deny building and occupancy permits for buildings within the PLAT;
- d.) if the MASTER ASSOCIATION DEFAULT relates to the payment of money for energy costs to service and properly maintain the STREET LIGHTS or DECORATIVE LIGHTS, as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to service and properly maintain the STREET LIGHTS or DECORATIVE LIGHTS, the CITY shall have the right, but be under no obligation to pay the MASTER ASSOCIATION, any UTILITY COMPANIES, contractors, subcontractors, or any other agents any sum whatsoever on account thereof. In the event the CITY does make a payment to the MASTER ASSOCIATION or any UTILITY COMPANIES, contractors, subcontractors, or any other agents on behalf of the MASTER ASSOCIATION, then the CITY shall have the right to collect such amount from the MASTER ASSOCIATION.;

8.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this MAINTENANCE AGREEMENT is breached by the MASTER ASSOCIATION and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

8.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the MAINTENANCE AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be

deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

8.4 EMERGENCY. Notwithstanding the requirement contained in Section 1.22 hereof relating to FORMAL NOTICE to the MASTER ASSOCIATION, in the event of an emergency as reasonably determined by the DIRECTOR OF PWD, the CITY may perform the work to be performed by the MASTER ASSOCIATION without giving any notice or FORMAL NOTICE to the MASTER ASSOCIATION.

ARTICLE 9 **MISCELLANEOUS**

9.1 CITY's DUTIES. The terms of this MAINTENANCE AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any MASTER ASSOCIATION OBLIGATIONS.

9.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this MAINTENANCE AGREEMENT.

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

9.4 DISSOLUTION OF MEMBER ASSOCIATION. In the event the MEMBER ASSOCIATION is dissolved, the MEMBER ASSOCIATION OBLIGATIONS shall be assumed and performed by the MASTER ASSOCIATION.

9.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this MAINTENANCE AGREEMENT shall run with the land herein described, and shall be binding upon the heirs, successors, administrators and assigns of the MASTER ASSOCIATION.

9.6 CONTRACT ASSIGNMENT. The MASTER ASSOCIATION may not assign this MAINTENANCE AGREEMENT without the written permission of the COUNCIL. The MASTER ASSOCIATION's obligations hereunder shall continue in full force and effect, even if the MASTER ASSOCIATION disbands, becomes bankrupt, or for any other reason becomes defunct and inoperable.

9.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this MAINTENANCE 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 MAINTENANCE AGREEMENT or in any document delivered pursuant hereto which inaccuracies would

otherwise constitute a breach of this MAINTENANCE AGREEMENT, waive compliance by another with any of the covenants contained in this MAINTENANCE 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 MAINTENANCE AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing.

9.8 GOVERNING LAW. This MAINTENANCE AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

9.9 COUNTERPARTS. This MAINTENANCE AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

9.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this MAINTENANCE AGREEMENT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

9.11 INCONSISTENCY. If the obligation imposed hereunder upon the MEMBER ASSOCIATION are inconsistent with this MAINTENANCE AGREEMENT, then that provision or term which imposes a greater and more demanding obligation on the MASTER ASSOCIATION shall prevail.

9.12 ACCESS. The MASTER ASSOCIATION hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the COMMON AREAS and PUBLIC RIGHT-OF-WAY to perform all work and inspections deemed appropriate by the CITY.

9.13 SUPERSEDING EFFECT. This MAINTENANCE AGREEMENT supersedes and replaces the following four (4) agreements:

1. Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated July 1, 1994;
2. First Amended Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated July 1, 1994; and
3. Second Amended Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated February 14, 2000 (recorded as Dakota County Document No. 427934 and 1723238).
4. Third Amended Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated October 24, 2011 (recorded as Dakota County Document No. 2856194).

IN WITNESS WHEREOF, the parties have executed this MAINTENANCE AGREEMENT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

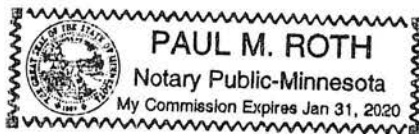
Notary Public

MASTER ASSOCIATION:
Arbor Pointe Association, Inc.

By: Victoria Vars
Its TREASURER

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 1 day of March, 2018, before me a Notary Public within and for said County, personally appeared Victoria Vars, to me personally known, who being by me duly sworn, did say that he~~she~~ is the Treasurer of Arbor Pointe Association, Inc., a Minnesota non-profit corporation, and that said instrument was signed on behalf of Arbor Pointe Association, Inc. by Victoria Vars and Victoria Vars acknowledged said instrument to be the free act and deed of the non-profit corporation by authority of its Board of Directors.



A handwritten signature in black ink, appearing to be "P. Roth", written over a horizontal line.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

After recording, please return this instrument
to the above named drafter.

EXHIBIT A

LEGAL DESCRIPTION OF PLAT OF ARBOR POINTE

The Plat of Arbor Pointe as on file and of record in the Dakota County Recorder's Office and any other plats which may contain property previously platted as Arbor Pointe and any other property that is hereafter zoned Planned Unit Development in accordance with Inver Grove Heights Ordinance No. 789 (Arbor Pointe PUD Ordinance) as may be amended from time to time.

EXHIBIT B

COMMON AREAS

Outlots B and C Orchard Meadows, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, F, G, and I Orchard Meadows West, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots A, B, and C Birchwood Ponds North, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, F, and G Birchwood Ponds South, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, and F Arbor Pointe 1st Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B, C, and D Arbor Pointe 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B and C Fairway Village South, according to the recorded plat thereof, Dakota County, Minnesota.

Monument sign, landscaping and irrigation associated with the monument sign located at Cahill Avenue and Brooks Boulevard on Lot 1, Block 1, Fairway Village, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot A, Arbor Pointe 6th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot A and B, Arbor Pointe 7th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot B and C, Arbor Pointe 8th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot B, Arbor Knoll, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B, D and E, Arbor Gables, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT C

PUBLIC RIGHT-OF-WAY

The east side of Cahill Avenue: from a point located 465 feet north of the centerline of the Cahill Avenue/College Trail intersection to Concord Boulevard; and from the south side of the Cahill Avenue/Cheney Trail intersection to a point 895 feet south of the centerline of said intersection.

The west side of Cahill Avenue: from the south side of the Cahill Avenue/College Trail intersection to a point 150 feet south of the centerline of the Cahill Avenue/Bechtel Avenue intersection.

The northwest side of Concord Boulevard: from a point 640 feet southwest of the centerline of the Concord Boulevard/Cooper Path intersection to Cahill Avenue.

The southeast side of Concord Boulevard: from the west side of Old Concord Boulevard to a point 120 feet southwest of the centerline of the Concord Boulevard/Coffman Path intersection.

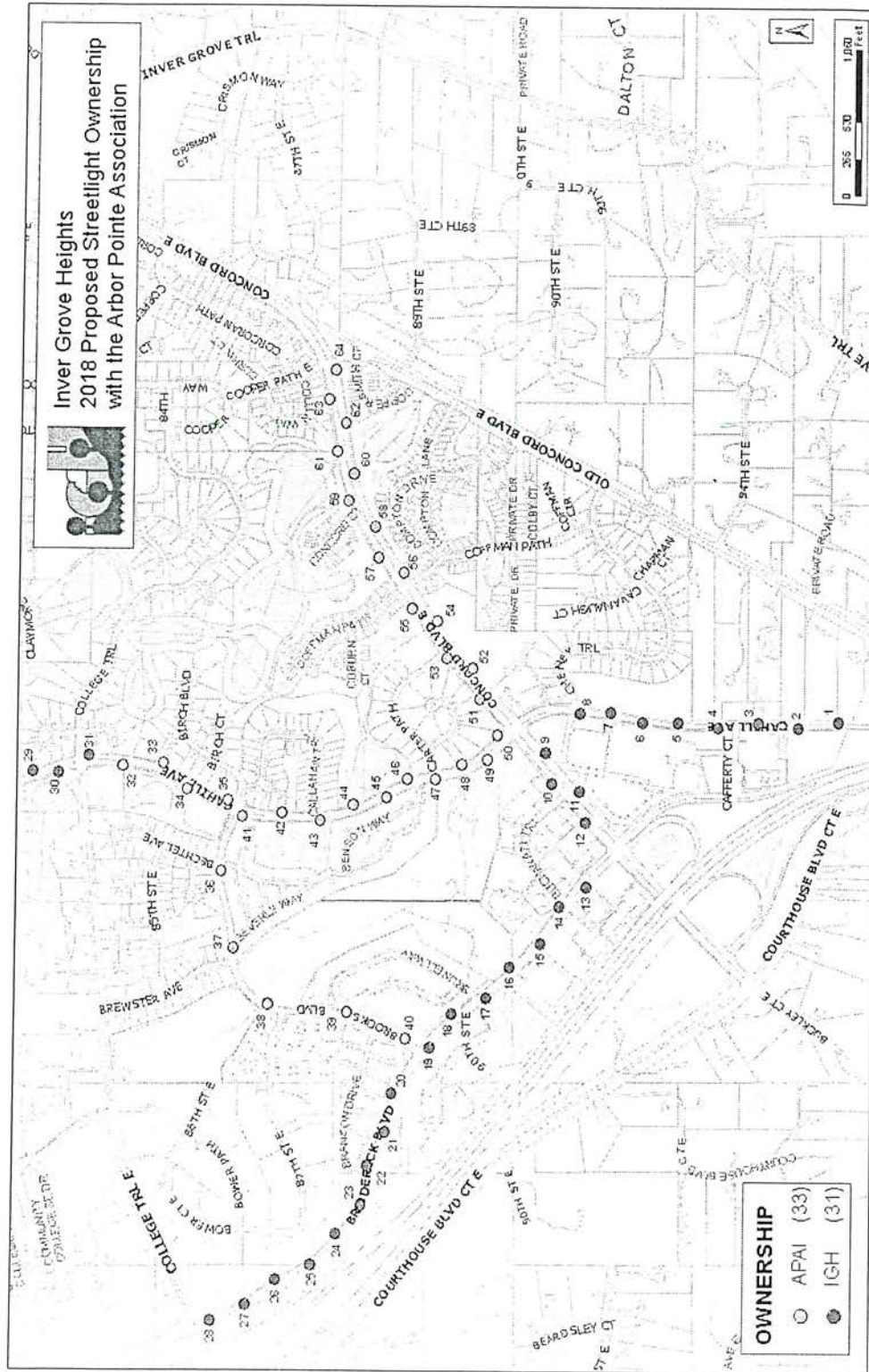
The north side of Brooks Boulevard: from Broderick Boulevard to a point 150 feet east of the centerline of Brooks Boulevard/87th Street East; and from a point 150 feet west of the centerline of the Brooks Boulevard/Brewster Avenue intersection to a point 170 feet east of the centerline of the Brooks Boulevard/Bechtel Avenue intersection.

The south side of Brooks Boulevard: from Broderick Boulevard to a point 120 feet west of the centerline of the Brooks Boulevard/87th Street East intersection; and from a point 155 feet east of the centerline of the Brooks Boulevard/Beverly Way intersection to Cahill Avenue.

The northeast side of Broderick Boulevard: from a point 980 feet northwest of the centerline of the Broderick Boulevard/Brooks Boulevard intersection to a point 765 feet southeast of said intersection centerline.

The southwest side of Broderick Boulevard: from a point 420 feet northwest of the centerline of the Broderick Boulevard/Brooks Boulevard intersection to a point 865 feet southeast of said intersection centerline.

EXHIBIT D STREET LIGHTS AND DECORATIVE LIGHTS



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing 2017 Transfers and Fund Closing

Meeting Date: March 12, 2018
 Item Type: Regular
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator
 Eric Carlson, P&R Director
 Scott Thureen, PW Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Authorize 2017 Transfers and Fund Closing

SUMMARY

We are requesting the following transfers effective December 31, 2017:

- \$542,484.92 from the Host Community Fund to the Community Center Fund to cover the operating deficit for 2017. The budgeted transfer was \$511,700.00. The 2007 VMCC/Grove audit set a goal of recovering 90% of the Community Center operating expenditures with operating revenues. It is estimated that in 2017 the VMCC/Grove covered 82% of Community Center operation expenditures. There are a few additional journal entries that need to be recorded and the amount will be updated Monday, March 12, 2018.
- \$515,000.00 from the Capital Facilities Fund to the Community Center Fund and \$12,571.48 from the Host Community Fund to the Community Center Fund to cover capital outlay purchased in 2017. The budgeted transfer was \$720,000.00.
- \$500,000.00 from the Host Community Fund to the Pavement Management Project Fund.
- \$35,000.00 from the General Fund to the Pavement Management Project Fund. This brings the total transferred from the General Fund to \$700,000 for PMP.
- \$25,000.00 from the Host Community Fund to the Parks Capital Replacement Fund for future capital replacement.
- \$25,000.00 from the Capital Facilities Fund to the Parks Capital Replacement Fund for future capital replacement.
- \$1,199.00 from the Host Community Fund to the EDA Acquisition Fund, Project #E013 for acquisitions costs.
- \$6,518.59 from the Park Dedication Fund to the 2015 Improvement Capital Project Fund, Project #1518 for prior year costs incurred.
- \$9,957.63 from the NWA Storm Water Fund to the NWA Capital Project Fund, Project #1519 for costs incurred in excess of approved feasibility costs.
- \$9,173.89 from the Central Equipment Fund to the 2016 Improvement Capital Project Fund, Project #1620 for costs incurred in excess of previously approved amounts.

We are requesting the following fund be closed effective December 31, 2017 through A residual equity transfer:

- Close Fund 360 General Obligation Storm Water Refunding Bonds 2012A Debt Service Fund from Fund 399 Closed Bond Fund, \$97,006.81.

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING 2017 TRANSFERS AND FUND CLOSING

WHEREAS, there are transfers and fund closings which need to be approved for 2017;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following operating transfers are authorized in 2017:

From:	Host Community Fund	451.57.9200.590.91100	\$542,484.92
To:	Community Center Fund	205.59.0000.3911000	542,484.92
From:	Capital Facilities Fund	400.57.9200.590.91100	515,000.00
To:	Community Center Fund	205.59.0000.3911000	515,000.00
From:	Host Community Fund	451.57.9200.590.91100	12,571.48
To:	Community Center Fund	205.59.0000.3911000	12,571.48
From:	Host Community Fund	451.57.9200.590.91100	500,000.00
To:	Pavement Management Project Fund	440.59.0000.3911000	500,000.00
From:	General Fund	101.57.9200.590.911000	35,000.00
To:	Pavement Management Project Fund	440.59.0000.3911000	35,000.00
From:	Host Community Fund	451.57.9200.590.91100	25,000.00
To:	Parks Capital Replacement Fund	444.59.0000.3911000	25,000.00
From:	Capital Facilities Fund	400.57.9200.590.91100	25,000.00
To:	Parks Capital Replacement Fund	444.59.0000.3911000	25,000.00
From:	Host Community Fund	451.57.9200.590.91100	1,199.00
To:	EDA Acquisition Fund	291.45.0000.3911000	1,199.00
From:	Park Dedication Fund	402.44.6000.451.91100	6,518.59
To:	2015 Improvement Capital Project Fund	1518-435.59.0000.3911000	6,518.59
From:	NWA Storm Water Fund	448.57.9200.590.91100	9,957.63
To:	NWA Capital Project Fund	1519-446.59.0000.3911000	9,957.63
From:	Central Equipment Fund	603.00.9200.590.91100	9,173.89
To:	2016 Improvement Capital Project Fund	1620-436.59.0000.3911000	9,173.89

BE IT FURTHER RESOLVED: that the following residual equity transfer is authorized in 2017 and the fund subsequently closed:

From:	Closed Bond Fund	399.57.9200.590.91200	97,006.81
To:	GO Storm Water Refunding Bonds		
	2012A Debt Service Fund	360.59.0000.3912000	97,006.81

Adopted by the City of Inver Grove Heights this 12th day of March 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Carryover of Unused Budget Appropriations

Meeting Date: March 12, 2018
 Item Type: Regular
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator
 Eric Carlson, P&R Director
 Scott Thureen, PW Director
 Tom Link, CD Director
 Judy Thill, Fire Chief
 Paul Schnell, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Authorize the Carryover of Unused Budget Appropriations from the 2017 Budget to the 2018 Budget.

SUMMARY

Appropriations for the 2017 Budget expired on December 31, 2017. As in past years some items were not completed in 2017 and we are requesting carryover of unused 2017 appropriations to the 2018 Budget. Requests are as follows:

General Fund

- Engineering – Engineering Consultants - \$6,100
- Engineering – Conferences and Seminars - \$3,200
- Parks – Repair & Maintenance – Roads - \$12,000
- Parks – Repair & Maintenance – Other Structures - \$37,000
- Fire – Repair & Maintenance – Vehicles - \$2,400
- Fire – Repair & Maintenance – Equipment - \$4,500
- Fire – Conferences & Seminars - \$16,300
- Fire – Supplies – Training - \$4,400
- Fire – Small Tools - \$4,100
- Fire – Uniforms - \$40,000
- Police – Supplies – Training - \$1,600
- Police – Conferences & Seminars - \$6,500
- Police – Travel - \$1,500
- Police – Operating Transfer Out - \$40,000

Community Center

- Buildings - \$163,000 (Funded by transfer from Host Community Fund)

EDA

- Other Professional Services \$37,300

ADA

- Repair & Maintenance – Buildings - \$138,000

City Facilities

- Repair & Maintenance – Building - \$74,500

We are requesting the following transfers for 2018:

- From the Host Community Fund to the Community Center Fund – up to \$163,000 to cover the above carryover request for Community Center capital outlay.

The 2017 General Fund Amended budget anticipated using \$133,100 of fund balance. For 2017 the General Fund has an estimated surplus in excess of \$550,000 which is largely attributed to revenues exceeding budgetary amounts and Police, Fire, Engineering, Streets and Park Department expenditures under budget. The fund balance impact before carryovers is \$683,100 (surplus plus anticipated use of fund balance) and \$503,500 after carryovers and transfers.

Each department was asked to submit their requests for carryovers and transfers. Copies of those requests are attached.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2017
BUDGET APPROPRIATIONS BY AMENDING THE 2018 BUDGET**

WHEREAS, there are a number of items that were appropriated for in the 2017 Budget which were not accomplished during the fiscal year, and

WHEREAS, it is desirable that these items be accomplished during 2018 and there needs to be budget appropriations in the 2018 Budget for these items.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the 2018 Budgets are hereby amended as follows:

General Fund			
Engineering Department	101.43.5100.442.30300	Increase	\$6,100
Engineering Department	101.43.5100.442.50080	Increase	3,200
Parks Department	101.44.4400.451.40046	Increase	12,000
Parks Department	101.44.4400.451.40047	Increase	37,000
Fire Department	101.42.4200.423.40041	Increase	2,400
Fire Department	101.42.4200.423.40042	Increase	4,500
Fire Department	101.42.4200.423.50080	Increase	16,300
Fire Department	101.42.4200.423.60018	Increase	4,400
Fire Department	101.42.4200.423.60040	Increase	4,100
Fire Department	101.42.4200.423.60045	Increase	40,000
Police Department	101.42.4000.421.60018	Increase	1,600
Police Department	101.42.4000.421.50080	Increase	6,500
Police Department	101.42.4000.421.50065	Increase	1,500
Police Department	101.42.4000.421.91100	Increase	40,000
Community Center Fund:	205.44.6200.453.80200	Increase	163,000
EDA Fund:	290.45.3000.419.30700	Increase	37,300
ADA Fund:	447.00.7500.460.40040	Increase	138,000
City Facilities Fund:	605.00.7500.460.40040	Increase	74,500

BE IT FUTHER RESOLVED: that the following transfers are authorized in 2017:

From:	Host Community Fund	451.57.9200.590.91100	Max. 163,000
To:	Community Center Fund	205.59.0000.3911000	Max. 163,000

Adopted by the City of Inver Grove Heights this 12th day of March 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Kristi Smith

From: Eric Carlson
Sent: Wednesday, February 07, 2018 11:31 AM
To: Kristi Smith
Cc: Matt Moynihan; Joel Metz; Tracy Petersen; Brian Swoboda
Subject: 2018 Parks & Recreation Department Carry Over Request

Follow Up Flag: Follow up
Flag Status: Flagged

Kristi

The Parks and Recreation Department requests the following carryovers in 2017:

VMCC

80200 \$13,000 – VMCC Security Cameras
80200 \$150,000 – R-22, HVAC

Parks

40046 \$12,000 – Pavement Repair Project
40047 \$37,000 – Cyclone Fence Repair @ Rich Valley

City Facilities

40040 \$25,000 – City Facilities Study

Recreation

None

Inver Wood Golf Course

None

Please let me know if you have any questions.

Thanks!

Eric

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott D. Thureen, Public Works Director

FROM: Thomas J. Kaldunski, City Engineer *TJK*

DATE: February 22, 2018

SUBJECT: 2017 Carry-over Engineering Consultant Account and Training Account

I request a carry-over of \$6,150 from the 2017 Engineering Division Consultant Account (101.43.5100.442.30300) for funding consulting engineering services that have been encumbered and allocated in 2017 with 2018 completion dates. The City has used these funds for its GIS update of asbuilt plans and format with professional services by Bolton & Menk.

In addition, I request a carry-over of \$3,225 from the 2017 Engineering Division conferences and seminars account (101.44.5100.442.50080) for funding training services for AutoCADD and MS4 training by Dakota County SWCD that have been encumbered and allocated in 2017 with 2018 completion dates. The City has arranged for the AutoCADD training of technicians with DLT Solutions and the SWCD has conducted its MS4 annual training of City employees.

TJK/kf

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Kristi Smith, Finance Director
FROM: Thomas J. Link, Director of Community Development
DATE: March 7, 2018
SUBJECT: 2017 Budget – Carryover



I hereby request that the following unused funds from the 2017 budget be carried over to 2018:

EDA – Other Professional Services (290-45-3000-419-30700) - \$37,300

These funds are budgeted for consultant services which were not undertaken or completed in 2017 but may be necessary in 2018. These studies include the Concord Neighborhood, Gun Club Site, retail market analysis, Railroad Quiet Zone Study, and Small Area Plan(s) in Arbor Pointe and/or Argenta Hills.

Thank you for your consideration. If you have any questions or need additional information, please contact me.

TO: Kristi Smith, Finance Director
FROM: Judy Thill, Fire Chief
SUBJECT: Budget carryover 2017 to 2018
DATE: March 7, 2018

I would like to request carryover of the following 2017 Fire Department funds to 2018 for the listed accounts:

Repair and Maintenance Vehicles

101.42.4200.423.40041 - \$2,400

- Upgrade emergency lights on E33 to LED

Repair and Maintenance Equipment

101.42.4200.423.40042 - \$4,500

- \$2,800 Repair Genie lift
- \$1,000 Repair Public Education equipment
- \$700 Floor scrubber battery

Conferences and Seminars

101-42-4200-423.50080 - \$16,300

- \$6,000 Blue Card Incident Command Train-the-Trainer
- \$6,300 SCBA Technician training for new SCBA
- \$4,000 EMT training

Training Supplies

101-42-4200-423.60018 - \$4,400

- \$1,300 Rescue mannequin
- \$3,100 Smoke generator for training

Small Tools

101-42-4200-423.60040 - \$4,100

- Replacement hose

Uniforms

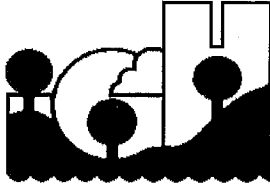
101.42.4200.423.60045 - \$40,000

- For both structural fire gear and brush fire gear

City Facility Projects

\$49,500

- \$23,500 Doors, Floors and grates at stations
- \$16,000 Carpet Station 1
- \$10,000 Replace leaking glass in Station entrance



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Kristi Smith, Finance Director

FROM: Sean Folmar, Deputy Chief of Police

SUBJECT: 2017 budget carry over requests

DATE: March 7, 2018

From the calendar year 2017, the Police Department would like to request the carryover of \$49,600. A detailed explanation for the 3 items is below.

\$1,600 carried over to finish the change out of weapon sights on department issued firearms. The new sights make target acquisition easier for less skilled shooters. This changeover of sights got a later start in 2017 than originally expected and only the long guns have been changed over.

\$8,000 carried over to cover the costs of command level training. In early 2017 Commander Otis was nominated to attend the FBI NA and we found out in the last week of December that he was accepted for the Spring 2018 session. The cost of the training is included, but the travel expenses are not, therefore \$1,500 of those dollars would be to cover that cost. The other \$6,500 is to conclude the remainder of the rank restructure that was started in late 2017 by Chief Schnell. These funds would be used for sending Sergeant Daniels to Northwest Staff and Command school. The cost of tuition, books, and travel (local metro location) is all included. These costs are one-time costs in 2018 and have no impact on future budgets.

\$40,000 carried over to augment the Police Department's current budgeted transfer of \$7,500 for radio replacement. For approximately 10 years the police department has budgeted \$7,500 towards the replacement of the mobile and portable radios in the department. In 2019 the current radios (50 portables, 12 mobiles and 2 consolettes) will no longer be covered by warranty and will be unable to be fixed. We do not anticipate replacing all the radios at once, but rather replacing them individually as they fail. We currently have \$75,000 in the radio account and to replace all the portable radios would be over \$160,000. By adding these funds on a one-time basis and continuing to contribute to the account annually with our current budget (no add to the base) I feel we will be financially prepared to replace those radios as they begin to fail.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GREGORY GROVER – CASE NO. 18-06V

Meeting Date: March 12, 2018

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance from the front yard setback to allow a garage 26 feet from the front property line whereas 50 feet is required for property located at 7231 Cahill Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: March 17, 2018 (first 60-days)

SUMMARY

The applicant would like to construct a 1,000-square foot detached accessory building 26-feet from the front property line. 50-feet is required on this property for residential structures as Cahill Avenue is considered a minor arterial street. There is an incline in the front yard and there are currently 12 steps leading from the parking pad to the front door. The proposed garage would eliminate nine of those steps and be almost level with the front entrance way. Aesthetically the view from Cahill and surrounding properties would change as the garage would be located in front of the house. Staff does not believe the structure would have an adverse effect on the neighborhood as Cahill Avenue provides a number of different land uses along this corridor, including commercial buildings which allow a 30-foot front setback. Additionally, the home directly to the north has a detached structure located within the 50-foot front setback.

Staff believes a detached accessory building to be a reasonable use of the property. The property has a 40-foot grade change from the front of the home to the back of the property making it difficult to construct the accessory building on the rear of the property. Based on an aerial photograph it appears the applicant could construct a 21-22 foot wide structure on the north side of the home but it is the applicants desire to construct a larger, wider building. The proposed accessory building would comply with other zoning code requirements such as impervious surface, size, number of accessory buildings, and exterior building material requirements.

If the variance is approved the applicant would have to work with the City's engineering department to make sure there would be no adverse effect to the abutting property owners regarding drainage, grading, and erosion control.

Planning Staff: Staff recommends denial of the proposed 26-foot variance as staff believes the location to be a convenience to the applicant not a practical difficulty. Staff would support a 30-foot setback based on the other land uses along Cahill, some of which allow for the 30-foot setback and the location of other nearby residential structures located within the 50-foot setback. The applicant has alternatives, such as reducing the size of the structure or changing the dimensions of the proposed building to comply with the 30-foot setback.

Planning Commission: This request was tabled at the February 20, 2018 meeting due to the fact the Commission had questions for the applicant who was not in attendance. Subsequent the meeting, the applicant submitted a letter stating his reasons why he would not be attending the public hearing. At the March 5, 2018 public hearing, the Planning Commission recommended **denial** of the request stating there was not a practical difficulty (7-1).

Attachments: Denial resolution
30-foot setback approval resolution
February 20, 2018 PC recommendation
March 6, 2018 Staff report
February 20, 2018 Staff report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A 26 FOOT FRONT SETBACK
WHEREAS 50 FEET IS REQUIRED FOR A DETACHED ACCESSORY BUILDING**

**CASE NO. 18-06V
Grover**

Property located at 7231 Cahill Avenue and legally described as follows:

**Lot 2, Block 1, Shirley Addition, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow a 26-foot front setback whereas 50 feet is required for residential structures along a minor arterial roadway;

WHEREAS, the afore described property is zoned R-1C, Single-family residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 20, 2018 and March 6, 2018 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the setback variance. The property would still function as a residential lot and the applicant could construct a smaller accessory building that would comply with the setback requirements.
2. Approval of the variance could alter the character of the neighborhood and set a precedent for other large structures located within the required front setback.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the reduced setback request is needed because of the size of the proposed structure which could be considered a convenience to the applicant, not a practical difficulty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 26-foot front setback is hereby denied.

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DETACHED ACCESSORY
BUILDING TO BE LOCATED 30 FEET FROM THE FRONT PROPERTY LINE WHEREAS 50
FEET IS REQUIRED**

CASE NO. 18-06V
Gregory Grover

Property located at 7231 Cahill Avenue and legally described as follows:

Lot 2, Block 1, Shirley Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, the afore described property is zoned R-1C, Single-family Residential;

WHEREAS, the residential property is located along a minor arterial roadway that requires a 50-foot setback for structures in the front yard;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 20, 2018 and March 6, 2018 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

- b. The location of the accessory building does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that there is about a 40-foot grade change from the front of the home to the back of the property making it difficult to access and construct a large accessory building in the rear yard.
- d. Cahill Avenue provides a number of different land uses along this corridor, including commercial which allows a 30-foot front setback. Additionally, the home directly to the north has a detached structure located within the 50-foot front setback.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory building to be located 30-feet from the front property line is hereby approved subject to the following conditions:

- 1. The accessory building shall be in substantial conformance with the site plan on file with the Planning Department except as may be modified by the conditions below.
- 2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
- 3. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

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

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 20, 2018
SUBJECT: **GREGORY GROVER – CASE NO. 18-06V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the front yard setback to construct a garage 26 feet from the front property line whereas 50 feet is required, for the property located at 7231 Cahill Avenue. 3 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant would like to construct a 1,000-square foot detached garage 26 feet from the front property line. 50 feet is required on this property as Cahill Avenue is considered a minor arterial street. There is a steep incline in the front yard and there are currently 12 steps leading from the parking pad to the front door. The proposed garage would eliminate nine of those steps and be almost level with the front entrance way. Aesthetically the view from Cahill and surrounding properties would change as the garage would be in front of the house. Cahill provides a number of different land uses along this corridor, including commercial, churches, multi-family, and single-family homes. The applicant has other alternatives, such as reducing the size of the structure or changing the dimensions of the proposed building. Staff would support a 30-foot setback based on the other land uses along Cahill, some of which allow for the 30-foot setback. Staff would not be in support of the proposed 26-foot variance. Staff heard from one neighbor, whose email was distributed to Commissioners, who had concerns regarding engineering and the location of the proposed structure. If the variance is approved the applicant would have to work with the City's engineering department to make sure there would be no adverse effect to the abutting property owners regarding drainage, grading, and erosion control.

Chair Maggi asked if there was room to add the garage to the north side of the house.

Ms. Botten replied in the affirmative, stating the garage would be much smaller however.

Chair Maggi asked how much space was proposed between the existing house and the proposed garage.

Ms. Botten replied six feet.

Commissioner Weber asked if the property to the north had a garage in front of their house as well.

Ms. Botten replied in the affirmative.

Commissioner Weber asked how far that garage was from the front property line.

Ms. Botten replied that from the aerial it looked like 27 feet, which would include the overhang.

Chair Maggi asked if that was original.

Ms. Botten replied that they could not find any permits for the structure, but in looking at aerials it appears to have been there from at least back in the 90's.

Commissioner Simon asked if the minimum setback would have changed from the 90's.

Ms. Botten replied that she did not believe so; likely it had always been greater than 30 feet.

Opening of Public Hearing

Ms. Botten advised that she did not see the applicant in the audience.

There was no public testimony.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Commissioner Niemioja asked if there was a drawing showing the proposed structure and, if so, was it aesthetically complimentary to the house.

Ms. Botten replied that she had not yet seen any building elevations, and added that the zoning code does not regulate exterior colors, design, etc.

Chair Maggi asked if the house originally had a tuck-under garage that was subsequently enclosed.

Ms. Botten replied in the affirmative.

Commissioner Scales asked if the proposed garage would have to match the existing house in regard to exterior building materials.

Ms. Botten replied it did not have to match the house but did have to comply with exterior building material requirements (i.e. no sheet metal, etc.).

Commissioner Robertson asked who converted the garage space to non-garage space.

Ms. Botten believed it was the current owner.

Commissioner Scales asked if a 30-foot setback was required for both attached and detached garages.

Ms. Botten replied that structures need to be at least 50 feet from the property line, whether attached or detached. Another option is to table the request to give the applicant a chance to come to the next meeting.

Commissioner Niemioja stated she would like to table the request as she had some questions for the applicant.

Chair Maggi asked if tabling the request would delay the Council date.

Ms. Botten replied that Mr. Grover could keep the same Council date.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Weber, to table the request for a variance from the front yard setback to construct a garage 26 feet from the front property line whereas 50 feet is required, for the property located at 7231 Cahill Avenue, to March 6.

Motion carried (8/0).

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: March 6, 2018

CASE NO.: 18-06V

APPLICANT & PROPERTY OWNER: Gregory Grover

REQUEST: Variance from the front yard setback

LOCATION: 7231 Cahill Avenue

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C, Single-family residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



This item was tabled at the February 20, 2018 meeting because the applicant was not in attendance. Staff followed up with the applicant who then submitted the attached letter on why he was not, and is not, planning to attend the public hearing.

Staff recommends the Planning Commission make a recommendation to City Council based on the information that was presented to them at the February 20th meeting.

2-23-18

Apparently there was a question by the planning commission as to why I didn't attend the last meeting .At a previous variance hearing regarding the height of a fence at 5975 Concord Blvd. Dennis Wippermann made the comment [I don't like variances] and Annette Maggi also commented on the quality of the fence and stated that I should have hired experts. Mr.Wippermann's comments were most certainly expressing prejudice and bias and Ms. Maggi 's comments were outside the realm of her very limited job as chair of the planning commission ,she is not a building inspector. I will not appear in front of any committee that show such a callous lack of respect toward an applicant. Furthermore you need to stick to the subject at hand and not wander off into territory that is none of your concern and to which you have no authority.

Any further tabling of my application will result in a complaint to an administrative law judge .

Greg Grover

cc George Tourville, Tom Link and Annette Maggi

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: February 20, 2018

CASE NO.: 18-06V

APPLICANT & PROPERTY OWNER: Gregory Grover

REQUEST: Variance from the front yard setback

LOCATION: 7231 Cahill Avenue

COMPREHENSIVE PLAN:

ZONING: R-1C, Single-family residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is proposing to construct a 1,000 square foot detached garage 26 feet from the front property line whereas 50 feet is required. There is currently no attached or detached garage on the property. The applicant would like to construct the garage for his own personal use. The property has some challenging topography which limits the location of a detached building.

The property is .56 acres in size and zoned R-1C, single-family residential; setbacks in this district from roads classified as Arterial Roadways, such as Cahill Avenue, is 50 feet. The house is setback about 55 feet from the property line. The applicant is proposing to build the detached accessory building in front of the home about 26 feet from Cahill Avenue.

As mentioned, the property is located along Cahill Avenue, which provides a number of different land uses including commercial, churches, multi-family and older single-family homes. There are a number of homes and accessory buildings that were built in the late 50's to early 70's that are located within the 50-foot setback.

The following specific application is being requested:

- a.) A **Variance** from front yard setback to construct a detached accessory building 26 feet from the front property line whereas 50 feet is required.

SURROUNDING USES

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

North – Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential

East - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential
West - South Valley Park; zoned P, Public/Institutional; guided Public Open Space
South - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential

ENGINEERING

Engineering has reviewed the request and noted that a storm water management plan would be required for land disturbances over 1,000 square feet. Engineering has made recommendations on conditions that are included with this report. The applicant shall work with the City to secure final approval of the construction plans.

EVALUATION OF THE REQUEST

VARIANCE

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

With the exception of the park to the west, the surrounding properties are zoned and developed residential. Allowing an accessory building on the property would be in harmony with the general purpose and intent of the comprehensive plan which is a single-family housing neighborhood. The zoning code allows one structure up to 1,000 gross square feet in the R-1 zoning district. The proposed structure would meet all other code requirements including number and size of accessory buildings, impervious surface and exterior building material requirements.

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

Cahill Avenue provides a number of different land uses along this corridor including commercial, churches, multi-family and older single-family homes. The applicant is proposing the building within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. The accessory building does not appear to conflict with any other performance standards of the zoning ordinance such as size, impervious surface or building materials.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

Due to the topography of the property, there are currently 12 steps from the parking area to the front door. The applicant would like to reduce the number of steps to get into the home. Constructing a detached accessory building provides a space for vehicles and personal equipment to be stored inside while providing the applicant a near level access into the home. Due to the large right-of-way the building would still be setback about 48 feet from Cahill.

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

The proposed structure does not appear to alter the essential character of the area. The structure would be located in front of the existing home so aesthetically the view from Cahill and surrounding properties would change but overall the essential character of the locality would not as the property directly to the north has a detached structure located about 30 feet from the front property line and principle structures across the street and four houses to the south are located closer to a 30 foot setback from Cahill Avenue instead of 50 feet.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of a **Variance** to allow the detached accessory building with a front setback of 26 feet, whereas 50 feet is required along an arterial roadway, subject to the following conditions:
 1. The accessory building shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

RECOMMENDATION

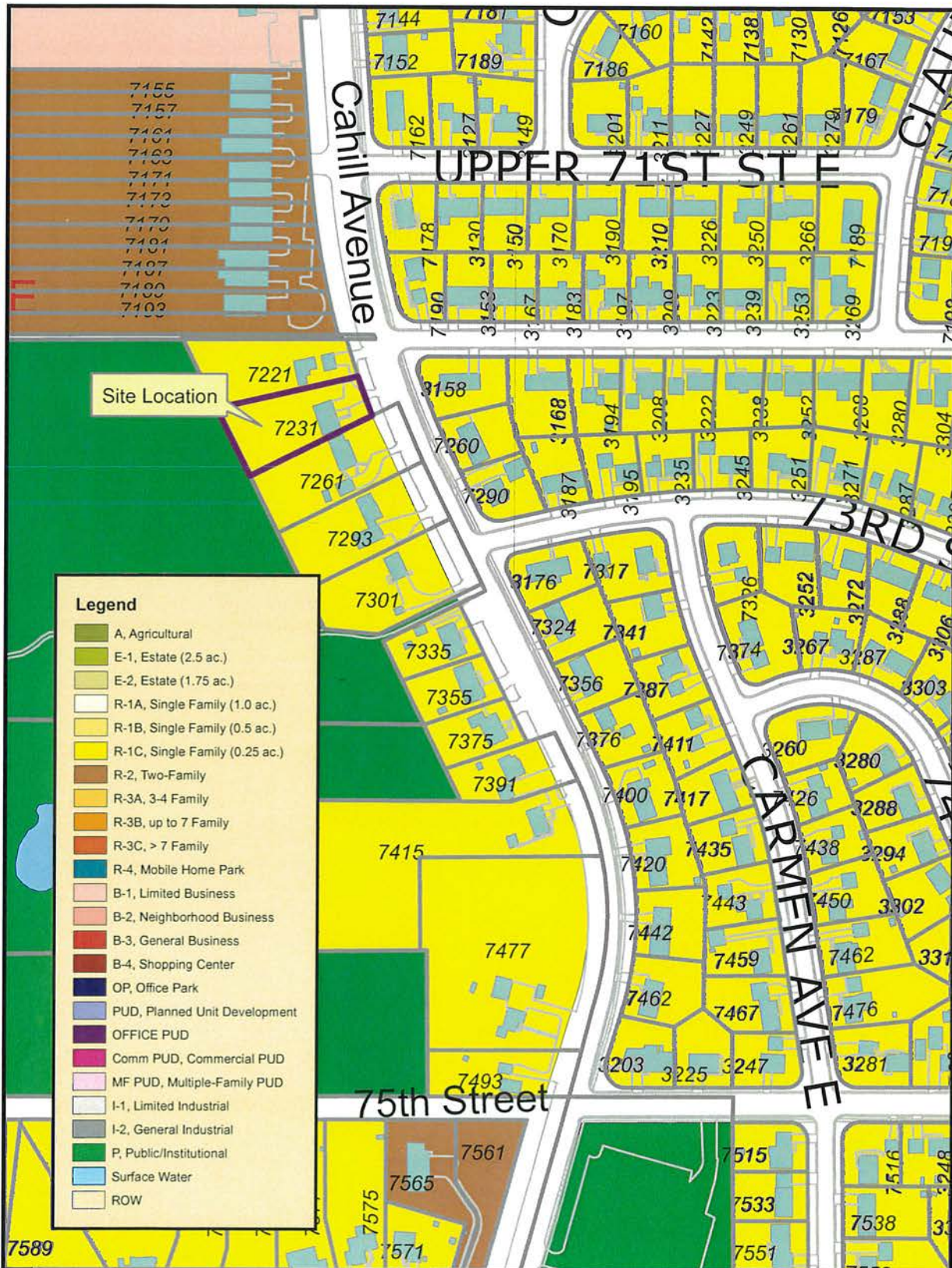
Based on the information in the preceding report staff is recommending denial of the proposed request to locate the accessory building 26 feet from the front property line as the facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a 24 foot variance; the size and location of the garage may be considered a convenience to the applicant, not a practical difficulty.

Staff believes adding an accessory building would be a reasonable use of the residential property. Staff would be in support of a 30-foot setback based on the fact that the Cahill Corridor has a mix of land uses and a number of residential structures that encroach into the setback and 30 feet is the required front setback for residential structures along local streets. Additionally, the site has topographical challenges that reduce the area an accessory building could be located. Staff would recommend approval of the 30 foot setback with the two conditions listed.

Attachments: Location/Zoning Map
Applicant Narrative
Site Plan



Grover - Case No. 18-06V 7231 Cahill Avenue



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.
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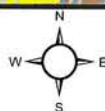


Exhibit A
Zoning and Location Map
Map not to scale

The hardship in this variance request is the 12 steps from the parking area to the front entry and the steep incline to access Cahill Ave .The proposed garage will eliminate 9 steps and allow near level access to Cahill Ave.

My neighbor to the north has a garage with the same setback and if you drive down Cahill the majority of houses are about 50 feet setback.

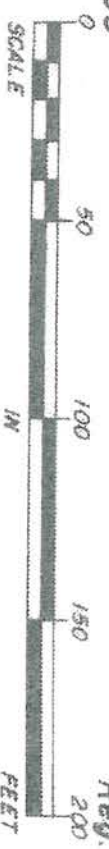
My back yard has a steep decline into South Valley Park and would it be unsuitable to build there and it would not eliminate the stair problem.

Greg Grover

SHIRLEY AND

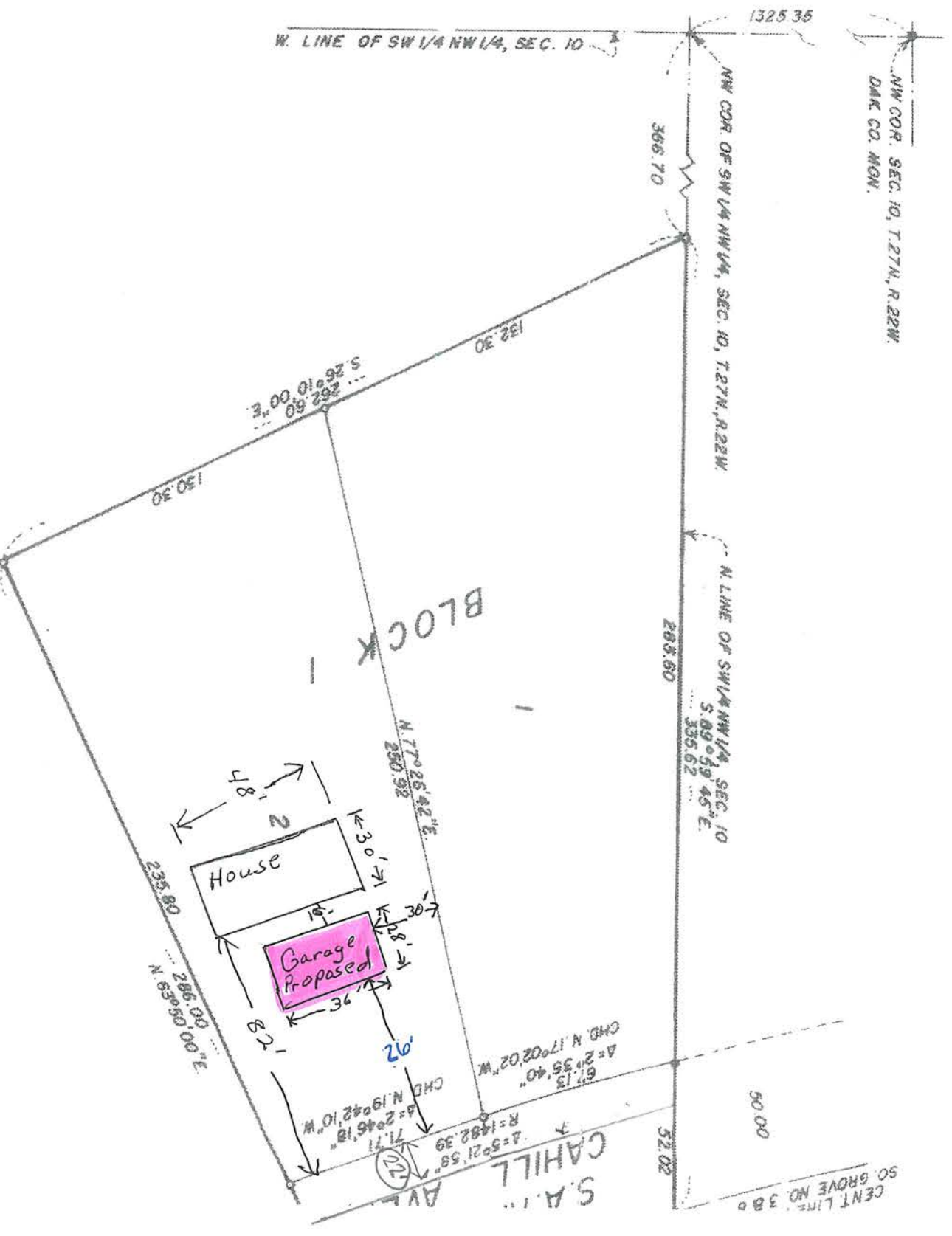
Scale - 1 inch = 50 feet

Indicates iron marked 3559



PAUL R. McLAG
Reg. Land Surv.

NOTE: ALL BEARINGS ARE ASSUMED AND RELATIVE TO EACH OTHER.



Proposed
Garage

36' w 28' Deep
48' From Cahill
6' From House
30' From N Neighbor

Property ID

20-67700-01-020

7231 Cahill Ave.

Block 1 Lot 2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRATTALONE'S DAWNWAY – CASE NO. 17-35NCUC

Meeting Date: March 12, 2017
 Item Type: Regular
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Table action to March 26 to consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate (NCUC) allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement.

- 60-day deadline: March 26, 2018 (extended by applicant)

SUMMARY

The applicant is requesting a 15 year extension to the current certificate. The current term had an expiration date of December 31, 2017. No changes to the operation or NCUC are being proposed.

The City Council review the request on December 11, 2017. At that time, the Host Community Agreement had not yet been negotiated and finalized. Staff is still in negotiations with the owners and therefore final agreements are not ready. Staff mailed notice to those who attended the December 11 Council meeting to let them know of the meeting date change.

RECOMMENDATION

Action on the item should be tabled until March 26, 2018 in order to finalize the Host Community Agreement.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MWF PROPERTIES - CASE NO. 18-08PA

Meeting Date: March 12, 2018
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use from CC, Community Commercial to HDR, High Density Residential for property bounded by 65th Street, Buckley Way and Buckley Circle.

- Requires 4/5th's vote.
- 60-day deadline: March 23, 2018 (second 60 days)

SUMMARY

The applicant is proposing to change the land use designation of the parcel from Community Commercial to High Density Residential as they would like to develop the parcel with a three-story affordable housing apartment complex. The property is vacant and located on an abandoned dump site; the "Rubbish Ranch" landfill was discontinued in 1971. If the property is approved for development, the owner would need to work with the Dakota County Environmental Services and the MPCA to clean up the contaminated site. Additionally, if the comprehensive plan amendment is successful, an application for a rezoning, final plat and conditional use permit would be required.

The lack of activity at this site may indicate that commercial is not suitable for this location. The property is not highly visible from Cahill Avenue for a retail use whereas a high density residential use would create additional shopping demand for the Cahill Corridor. An apartment building would be a good land use transition between multi-family and commercial property, would provide affordable housing, and a development on the site would result in the cleanup of a contaminated vacant piece of property. Staff believes the proposed change to the Comprehensive Plan Land Use Plan to be consistent with the existing and proposed uses in the area.

The housing chapter in the Comprehensive Plan states: Developing and maintaining a diversity of housing opportunities is a key guiding principle of the Comprehensive Plan. Ensuring opportunities for diversity in housing also helps achieve community sustainability. To be sustainable, IGH approach to housing is to provide opportunities for housing at all stages of the life-cycle and at a full range of price level and design patterns.

RECOMMENDATION

Planning Division. Recommends approval of the Comprehensive Plan Amendment with the conditions listed in the attached resolution.

Planning Commission. Also recommended approval of the request with the conditions listed (8-0).

Attachments: Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF THE PARCEL FROM CC, COMMUNITY
COMMERCIAL TO HDR, HIGH DENSITY RESIDENTIAL**

**CASE NO. 18-08PA
(MWF Properties)**

WHEREAS, an application has been submitted for property legally described as;

**Outlots B, Valley View 4th Addition, Dakota County, Minnesota, according to the
recorded plat thereof**

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 20, 2018, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The comprehensive plan land use change shall not become effective until a rezoning, plat, and development plan has been approved by the City Council.

2. Prior to any work being done on the property, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to approval from Dakota County Environmental Management.
3. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
4. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 20, 2018

SUBJECT: **MWF PROPERTIES – CASE NO. 18-08PA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the land use designation from CC, Community Commercial to HDR, High Density Residential, for the property located at Outlot B, Valley View 4th Addition. 61 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject property is located on the corner of 65th Street, Buckley Circle, and Buckley Way and is zoned B-3, General Business. The applicant is proposing to change the land use designation from Community Commercial to High Density Residential as they would like to develop the parcel with a 55-unit three-story affordable housing apartment complex. If the comprehensive plan amendment is successful, an application for a rezoning, final plat and conditional use permit would be required. The property is vacant and located on an abandoned dump site. If the property is approved for development, the owner would need to work with the Dakota County Environmental Services and the MPCA to clean up the site. The landfill was discontinued in 1971. The lack of activity at this site may indicate that commercial is not suitable for this location. Staff recommends approval of the request due to the lack of visibility from Cahill Avenue for retail, it would create additional shopping demand for the Cahill Corridor, it would be a good land use transition between multi-family and commercial property, would provide affordable housing, and would result in the cleanup of a contaminated vacant piece of property. Staff received a phone call from a neighbor who seemed to be in support of the request but had concerns about the height of the proposed building. Commissioners were also given two emails from neighboring property owners who were not in support of the request, with their main concerns being the impact on the existing open space and the additional traffic that would be brought to this area.

Chair Maggi asked who owned the property.

Ms. Botten believed it was still tax forfeit; however, if the request was approved the interested party would purchase the property and move forward with development of the site.

Commissioner Weber asked if the property to the south was condominiums.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

Chris Stokka, MWF Properties, 7645 Lyndale Ave S, Richfield, advised he was available to answer any questions.

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

Mr. Stokka replied in the affirmative. He advised that the site plan presented was conceptual at this point.

Chair Maggi asked the applicant to address their commitment to affordable housing.

Mr. Stokka advised that historically the Dakota County CDA has developed this type of housing, but recently they changed their stance and are delegating it to other developers. They are a Richfield developer who has developed 26 similar housing projects. He explained how the program works, stating they apply for housing tax credits, if approved they would sell those tax credits to a bank which would fund part of the construction costs and allow for a lower mortgage on the property. In return for those tax credits they agree to keep rents at 60% of the area median income and rent to households at or below 60% of the area median income. Their developments are primarily for workforce housing, and their development will include a children's play area and community space.

Victoria Fenlon, 6630 Buckley Circle, stated she had concerns with the fact that areas adjacent to this former landfill site were not proposed to be cleaned up as part of this request, the proposed 50-55 unit building would essentially triple the population in the area, and the potential for guests parking in her townhome neighborhood.

Beth Marshall, 6640 Buckley Circle, stated her biggest concern was the number of units being proposed and how the traffic associated with that would impact her neighborhood. She stated many seniors use that area with their walkers and/or wheelchairs.

Janice Garceau, 6610 Buckley Circle, was concerned about the safety of the children living in the proposed building, stating they would likely play in Buckley Circle, their driveways, etc.

Marie Gadway, 6601 Buckley Circle, #104, stated she would prefer a two-story building to a three-story, questioned how such a large project would fit on the subject property, and was concerned about where they would put snow during the winter, stating they already had an issue with that in her neighborhood.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi noted that tonight's request was only for the land use change. If approved by Council there would be additional discussions regarding the plat, parking, setbacks, etc. at a later date. In her opinion, this is a logical location for affordable housing and it would result in a contaminated site being cleaned up.

Commissioner Weber supported the request for the development of a difficult piece of property.

Commissioner Scales supported the request, stating the subject property has been for sale for years and he believed this would be a good use of the site.

Commissioner Robertson supported the request, stating unless an action such as this is taken the site would remain contaminated. She clarified that the only thing being discussed at this point was the land use change, and that if approved there would be an opportunity in the future for neighbors to comment on specific issues regarding number of units, etc.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to approve the request for a comprehensive plan amendment to change the land use designation from CC, Community Commercial to HDR, High Density Residential, for the property located at Outlot B, Valley View 4th Addition.

Motion carried (8/0). This item goes to the City Council on March 12, 2018.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

HEARING DATE:	February 20, 2018	CASE NO.: 18-08PA
APPLICANT:	MWF Properties	
PROPERTY OWNER:	State of MN	
REQUEST:	Comprehensive Plan Amendment to change land use designation from CC, Community Commercial to HDR, High Density Residential	
LOCATION:	Outlot B, Valley View 4 th Addition (65 th Street and Buckley)	
COMPREHENSIVE PLAN:	CC, Community Commercial	
ZONING:	B-3, General Business	
REVIEWING DIVISIONS:	Planning	PREPARED BY: Heather Botten Associate Planner



BACKGROUND

The applicant is proposing to change the land use designation of approximately 2.57 acres from CC, Community Commercial to HDR, High Density Residential. The applicant is anticipating developing the parcel with an approximate 55-unit, three-story multifamily apartment complex with underground parking. MWF would pursue housing tax credits from the Dakota County CDA for an affordable housing complex. A concept plan is attached for your review; at this time no site details have been reviewed or commented on. If the comprehensive plan amendment is successful, an application for a rezoning, final plat and conditional use permit would be required. This subsequent process provides for public review and comment on the actual site plan.

The property is vacant and located in a known abandoned MPCA Dump Site. The "Rubbish Ranch Dump" is located just west of Cahill Avenue at 65th Street and Buckley Way, extending on either side of 65th and west into the City's park. The Rubbish Ranch operated from approximately 1950 until 1971. Since the closure, 65th Street and Buckley Way have been built, which split the property.

During the time of operation, regulations were minimal. Historical information suggests that the wastes received at the Rubbish Ranch included mixed residential, commercial, institutional, industrial, demolition and yard wastes. As environmental standards were put into place, the Minnesota Pollution Control Agency (MPCA) required the Rubbish Ranch to be closed. Over the past several decades, intermittent surface dumping has occurred.

If the property is to undergo development the owner will need to provide soil testing and reports and work with Dakota County Environmental Service and the MPCA to come up with a Response Action Implementation Report (RAP). Any development proposal would be contingent on-site cleanup approved by Dakota County. MWF Properties would pursue contamination cleanup funds via Dakota County, DEED, and Met Council to make the site suitable for development.

SURROUNDING USES

The subject property is surrounded by:

North	Vacant; zoned B-3, General Business and R-1C, Single-family Residential; guided CC, Community Commercial and Low Density Residential.
East	Vacant; zoned B-3, General Business; guided CC, Community Commercial.
West	City Property; zoned P, Public/Institutional; guided Public Open Space
South	Multi-family; zoned R-3C, Multi-family; guided MDR, Medium-density residential

EVALUATION OF REQUEST

COMPREHENSIVE PLAN AMENDMENT

As stated earlier, the current designation of the area in question is CC, Community Commercial. The proposed use of the property requires a change to the comprehensive plan land use designation from Community Commercial to High Density Residential.

The property has been vacant since it discontinued use as a landfill in 1971. The lack of activity at this site may indicate that commercial is not suitable for this location. The property has multifamily to the south, parkland to the west, and commercial to the east and north. High density multi-family at this location would be a reasonable transition from the medium density to the south to the commercial to the north.

2030 Comprehensive Plan

The following lists the definition of the proposed and existing land use designations and also lists policies that appear to be most relevant to the project for each category in the 2030 comprehensive plan.

High Density Residential (HDR)

Areas designated as high density residential are intended to accommodate multi-family housing at densities exceeding 12 units per acre. Uses in this category will be principally limited to higher density apartment or condominium buildings for either general occupancy or for specific segments of the population such as senior housing.

Established and Future Development Area Policies:

- “Create planned neighborhoods with common facilities and amenities that establish a sense of identity and that helps promote long-term maintenance and value stability.”

- “Provide a broad range of housing opportunities.”
- “Encourage diverse housing styles consistent with the inherent characteristics of the site.”
- “Insure that new development area are compatible in size and scale with existing, adjacent neighborhoods.”
- “Provide commercial areas that are convenient to residential neighborhoods.”
- “Encourage creative land planning to create neighborhood areas that have a unique personality reflecting the natural beauty of the area as well as the overall context of the community.”

From Housing Chapter:

Developing and maintaining a diversity of housing opportunities is a key guiding principle of the Comprehensive Plan. Ensuring opportunities for diversity in housing also helps achieve community sustainability. To be sustainable, IGH approach to housing is to provide opportunities for housing at all stages of the life-cycle and at a full range of price level and design patterns.

Housing Policies:

- “Maintain a balanced housing supply with housing available for people at all income levels and unit types that meet the varying life-cycle needs of Inver Grove Heights residents.”
- “Continue to utilize City ordinances that allow planned developments that provide a mix of housing types.”
- “Promote the development of multi-family housing in areas that are physically suited to higher densities.”
- “Promote higher density housing in the mixed-use area of the City.”

From a housing perspective, the Inver Grove Heights Housing Committee has reviewed the applicant’s request for a Comprehensive Plan Amendment and recommends the Planning Commission and City Council approve the request.

Community Commercial (CC)

Community commercial areas include lots or parcels that contain retail sales and services located along community collector and arterial roadways that serve the community. Community commercial areas differ from neighborhood commercial areas in that they are more

intensive and are designed to attract customers from a wider trade area. As such, the goods and services that are available in community commercial areas are broader in scope such as restaurants, private recreational facilities, professional service offices, small-scale printing, etc.

Community Commercial Area Policies:

- “Provide goods and services that are needed by Inver Grove Heights residents in environments that serve as identifiable community shopping nodes.”
- “Ensure pedestrian connectivity via trails and sidewalks within community commercial districts as well as to adjacent and nearby neighborhoods.”
- “Provide safe and convenient pedestrian accesses within and connecting to community commercial areas and adjacent neighborhoods.”
- “Carefully regulate uses that have the potential to create adverse secondary land use impacts such as adult uses, pawn shops, etc.”

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approval of the **Comprehensive Plan Amendment** to change the land use designation from CC, Community Commercial to HDR, High Density Residential (12+ units/acre) subject to the following conditions:
 1. The comprehensive plan land use change shall not become effective until a rezoning, plat, and development plan has been approved by the City Council.
 2. Prior to any work being done on the property, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to approval from Dakota County Environmental Management.
 3. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 4. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

B. Denial If the Planning Commission does not favor the comprehensive plan amendment, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

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

Our recommendation is based on the following:

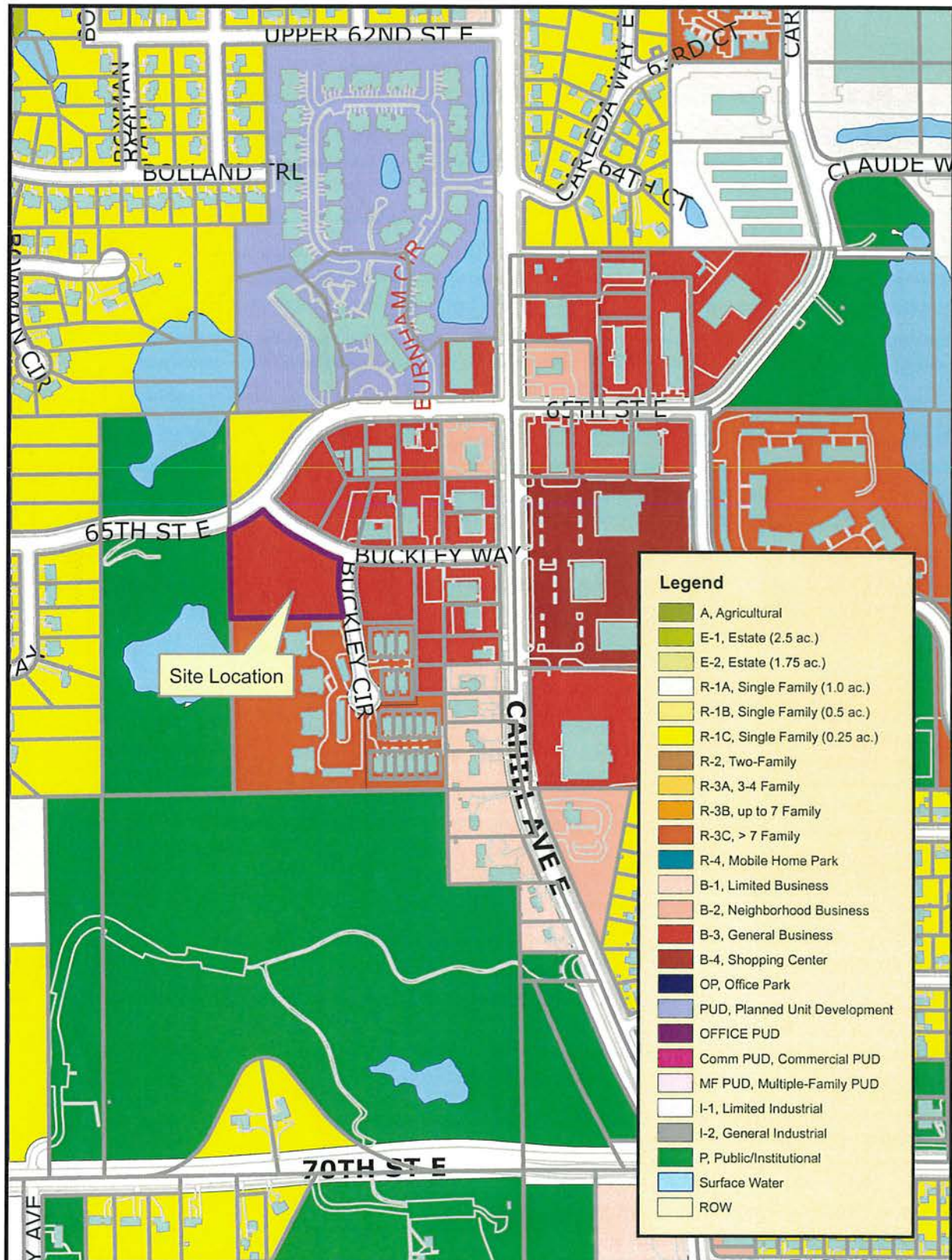
- Internet retail has changed the way retailers do business and fewer brick and mortar stores are being constructed. Additionally, the property is not visible from Cahill, reducing the commercial demand along with the fact there are other vacant commercial sites available in the area.
- The addition of more residential in the area should create shopping demand that would benefit the Cahill Corridor.
- The project would provide affordable housing and a good land use transition between multi-family and commercial property.
- The project would clean-up a contaminated, vacant piece of property.

Attachments:

- Exhibit A: Zoning and Location Map
- Exhibit B: Applicant Narrative
- Exhibit C: Existing/Proposed Comp Plan Map
- Exhibit D: Draft Sketch Plan
- Exhibit E: Topography Map



MWF Properties - Case No. 18-08PA



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.

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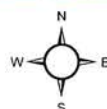


Exhibit A
Zoning and Location Map
Map not to scale

Narrative

Introduction

This application is to request a comprehensive plan amendment for the 2.57 acre parcel identified as Outlot B, Valley View 4th addition or Schultz Vacant lot from "Community Commercial" to "High Density Residential". Included in this narrative is the land use map with the property circled in blue.

Background on site

The property's previous use was a private landfill known as the "Rubbish Ranch" where it accepted waste from 1950 to 1971. Since the dump has closed, the parcel has been vacant and subsequently was transferred to the State of Minnesota due to tax forfeiture. The State of Minnesota is the current owner of the parcel. Dakota County has conducted a number of environmental tests on the site which indicates the presence of a number of hazardous substances that make the site difficult to develop.

Requests

MWF Properties respectfully requests the City of Invergrove Heights consider an amendment to the comprehensive plan for this parcel to allow for the construction of a three-story multifamily apartment complex. MWF Properties believes this is a reasonable request for the following reasons:

1. The property has multifamily to the south, parkland to the west, and commercial to the east and north. High density multifamily at this location would be a reasonable transition from the medium density to the south to the commercial to the north.
2. The extreme topography of the site makes it suitable for multifamily housing. MWF Properties intends to incorporate the topography into the site plan with the use of underground parking.
3. The site has been vacant since it discontinued use as a landfill in 1971. The lack of activity at this site may indicate that commercial is not suitable for this location.

Proposed project

If the comprehensive plan amendment is approved, MWF Properties would pursue contamination cleanup funds via Dakota County, DEED, and Met Council to make the site suitable for development. If awarded funds, MWF would then pursue the remaining land use approvals necessary to construct a multifamily development project three stories in height with approximately fifty units. For financing MWF would pursue housing tax credits from the Dakota County CDA and would restrict rents to households earning 60% or less of the area median income (\$54,240 for a family of 4). A preliminary site plan is included within this comprehensive plan amendment application.

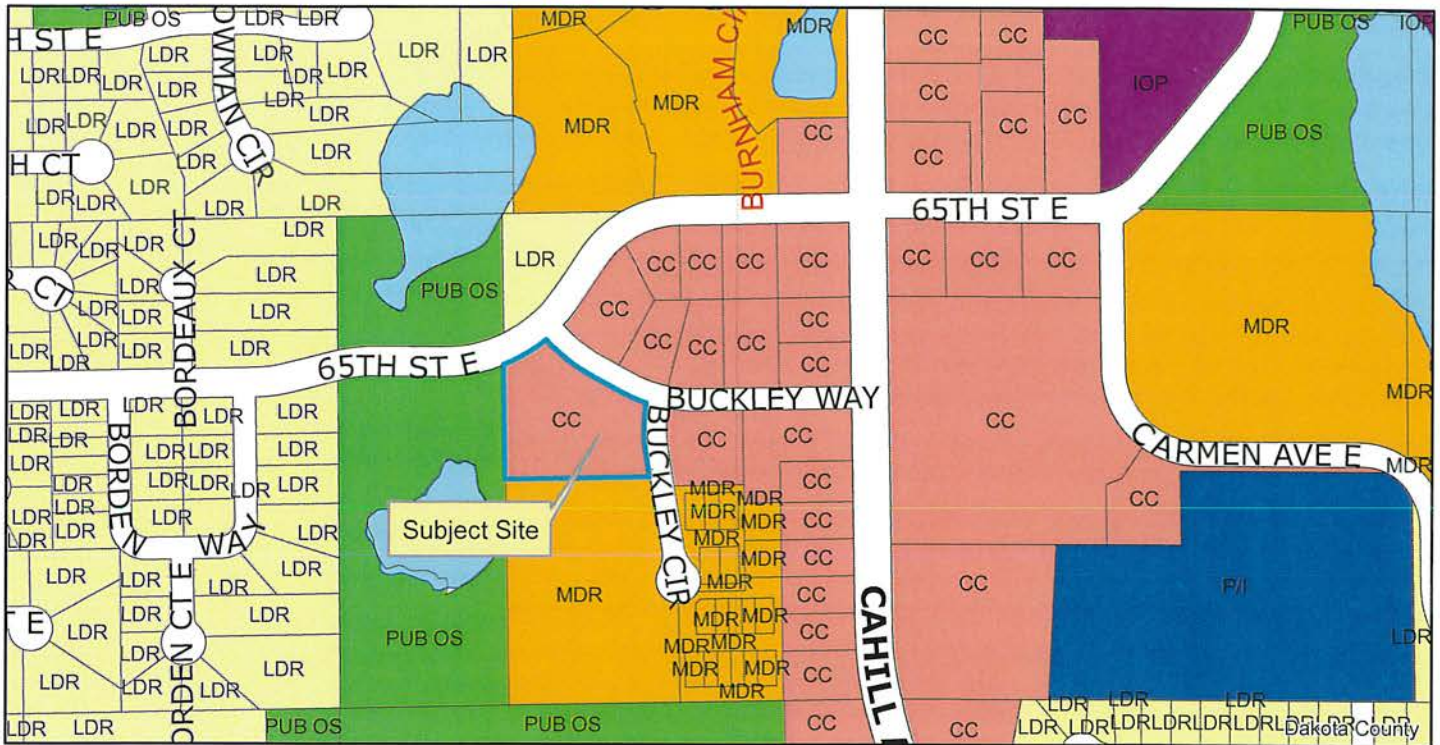
B



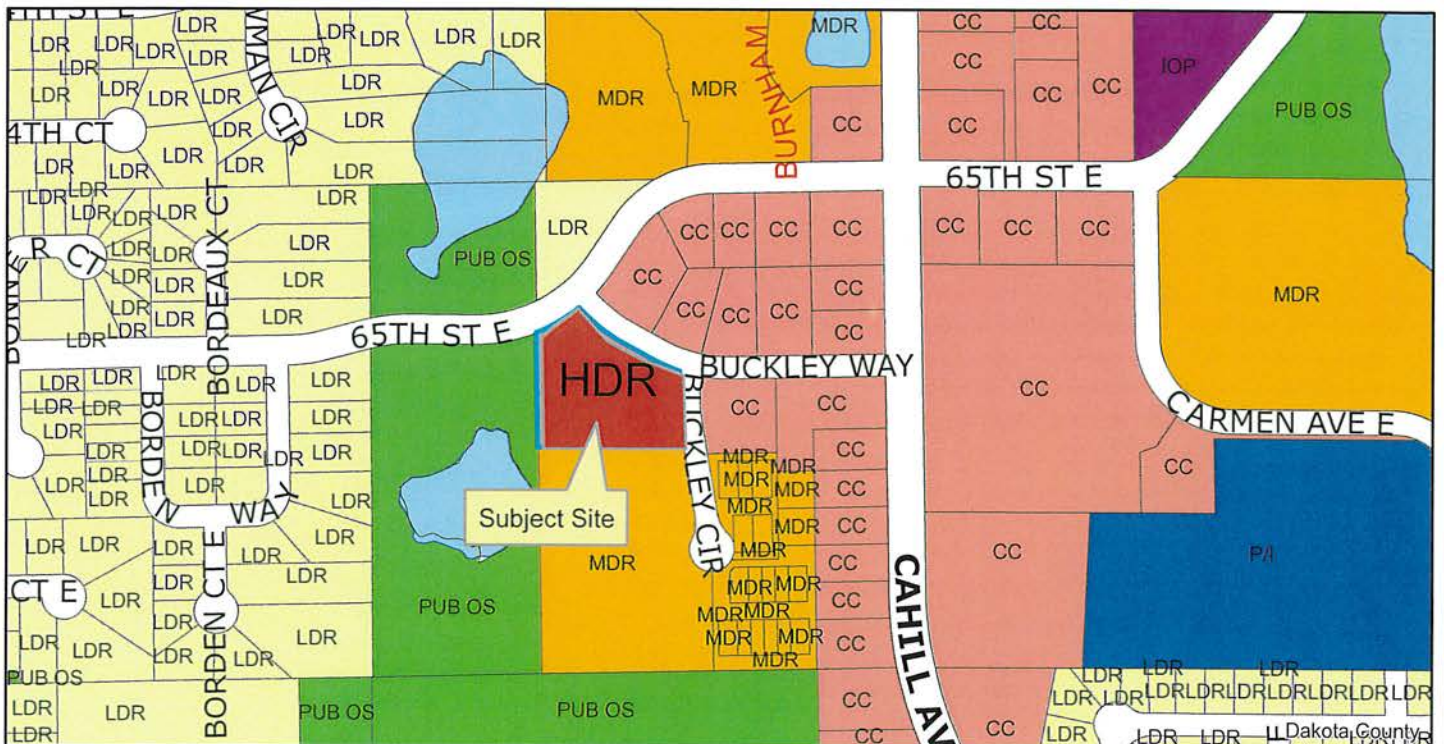
Case No. 18-08PA MWF Properties



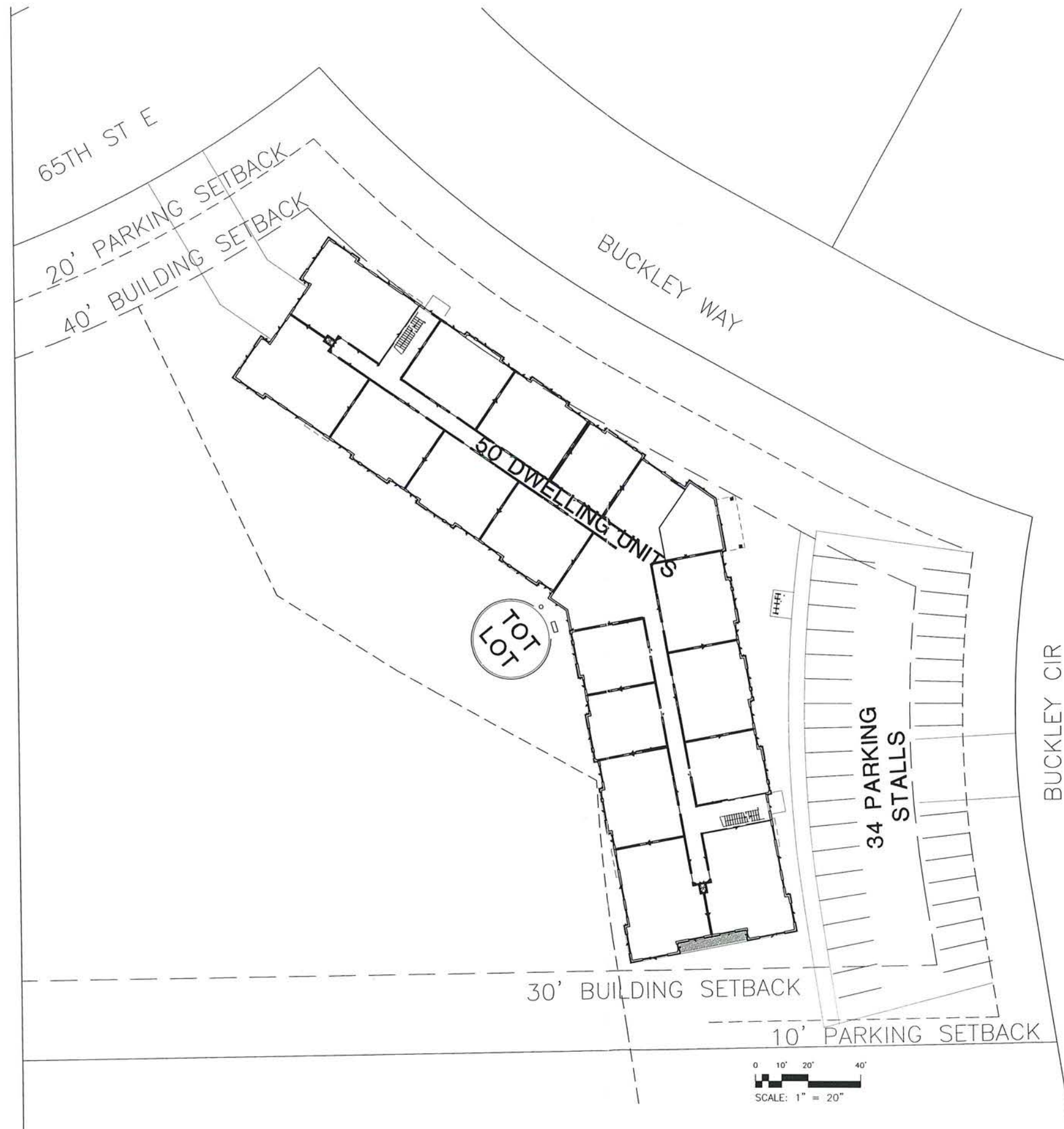
Current Comp Plan



Proposed Comp Plan



C



DRAFT

1



SW CORNER OF BUCKLEY WAY AND BUCKLEY CIR., INVER GROVE HEIGHTS		EXISTING SITE PLAN	
Project Number: Issue Date:	Revision Number: Revision Date:	EX1.0	

7

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Republic Services/Pine Bend Landfill - Case No. 17-36NCUC

Meeting Date: March 12, 2018
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of the second reading of a zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use, providing the landfills have a Non-Conforming Use Certificate, are in compliance with the certificate and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, capacity, and acceptable wastes.

The following related requests will be considered at the third and final reading of the ordinance amendment:

- A conditional use permit to allow a side slope capacity expansion at Pine Bend Landfill of 4.1 million cubic yards, including 3.53 million cubic yards of waste
- A non-conforming use certificate amendment to allow the capacity expansion at Pine Bend Landfill

SUMMARY

Pine Bend Landfill is proposing an expansion of 4.14 million cubic yards, including 3.53 million cubic yards of waste and .61 million cubic yards of final cover material. The landfill's current permitted capacity of 29.8 million cubic yards would be increased to 33.94 million cubic yards. The expansion would extend the life of the landfill about eight years, to approximately 2030.

Pine Bend Landfill is proposing a side slope capacity expansion. The outside slopes of the landfill's north and east sides would be increased from a 5:1 grade to a 3:1 grade. The base, or footprint, of the landfill would not be expanded and the height of the landfill would not be increased. The landfill currently has 3:1 slopes on the south and west sides of the landfill. The expansion would occur over the unlined portions of the landfill. The landfill is also proposing a new liner and leachate collection system beneath the expansion area.

Operational aspects of the landfill would remain the same. Site security, hours of operation, number of employees, number and type of equipment, processing, nuisance control, landscaping, traffic generation and traffic characteristics, and end land use would not change. However, there would be a temporary increase in employees, equipment, and traffic for 3-4 months while the side slope expansion is constructed.

The proposed zoning ordinance amendment is identical to the ordinance amendment that the City Council adopted for the previous landfill expansion in 2004, except for the following two changes:

- The capacity of the landfill would be changed to reflect the proposed expansion. The ordinance limits the size of the landfill to a 40% increase in capacity beyond the original 1995 Non-Conforming Use Certificate (NCUC). This increase includes the 2004 expansion and the current proposal (Paragraph H)
- The surface square footage of the landfill would be changed to reflect the proposed expansion. The ordinance limits the surface square footage size of the landfill to 8.5 acres beyond the original 1995 NCUC. The increase includes the 2004 expansion and the current proposed expansion (Paragraph J).

ANALYSIS

The City Council approved the first reading of the ordinance amendment at its last meeting on February 26. The City Council did not request any changes. The ordinance amendment has not been changed since the first reading.

The attached staff report provides an analysis of the request. The proposal provides environmental benefits to the protection of groundwater and the management of landfill gas.

RECOMMENDATION

Planning staff recommends approval of the second reading of the zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use, providing the landfills have a non-conforming use certificate, are in compliance with the certificate and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, capacity, and acceptable wastes.

Planning Commission unanimously recommends approval of the ordinance amendment.

Environmental Commission unanimously recommends approval of the ordinance amendment.

Enc: Staff Report, dated February 15, 2018 without attachments
Draft Ordinance Amendment
Draft Conditional Use Permit Amendment
Draft Non-Conforming Use Certificate Amendment
Planning Commission Minutes, dated February 7, 2018
Draft Planning Commission Minutes, dated February 20, 2018

Cc: Jeff Marone, Pine Bend Landfill
Tom Shustarich, Wenck Associates
Jeff Ubl, Barr Engineering

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: February 15, 2018

CASE NO: 17-36NCUC

HEARING DATE: February 20, 2018

APPLICANT: Pine Bend Sanitary Landfill

PROPERTY OWNER: Republic Services

REQUEST: -Zoning Ordinance Amendment
 -Conditional Use Permit Amendment
 -Non-Conforming Use Certificate Amendment

LOCATION: 2495 East 117th Street

COMPREHENSIVE PLAN: GI, General Industrial

ZONING: I-2, General Industrial and IRM, Integrated Resource Management Overlay Zoning District

REVIEWING DIVISIONS: Planning
 City Attorney
 Public Works/Engineering
 Administration
 Public Safety
 Barr Engineering

PREPARED BY: Thomas J. Link
 Comm. Dev. Dir.

PROPOSAL

The Pine Bend Landfill consists of approximately 323 acres located on the north side of 117th Street, between Highways 52/55 and Rich Valley Boulevard. The Landfill is a sanitary landfill, by ordinance definition, that accepts solid wastes for disposal, including mixed municipal solid waste, non-hazardous industrial solid waste, construction debris and demolition debris, non-infectious waste, and asbestos. The landfill currently has a permitted airspace capacity of 29.8 million cubic yards, including 28.6 million cubic yards of waste and 1.2 million cubic yards of final cover material. As of January 2017, the landfill had a remaining permitted airspace capacity of approximately 1.9 million cubic yards. The landfill accepts an average of approximately 450,000 cubic yards of waste per year. This amount, however, can vary significantly depending on various factors.

The landfill is proposing a side slope capacity expansion of 4.14 million cubic yards, including 3.53 million cubic yards of waste and .61 million yards of final cover material. The expansion would extend the life of the landfill about eight years.

Pine Bend Landfill is proposing a side slope capacity expansion. The outside slopes of the landfill's north and east sides would be increased from a 5:1 grade to a 3:1 grade. The base, or footprint, of the landfill would not be expanded and the height of the landfill would not be increased. The landfill currently has 3:1 slopes on the south and west sides of the landfill. The expansion would occur over the unlined portions of the landfill. The landfill is also proposing to install a new liner and leachate collection system beneath the expansion area.

The side slope capacity expansion is referred to in the exhibits and in technical documents as Phase 6. The existing landfill consists of Phases 1 through 5.

Operational aspects of the landfill would remain the same. Site security, hours of operation, number of employees, number and type of equipment, processing, nuisance control, landscaping, traffic generation and traffic characteristics, and end land use would not change. However, there would be a temporary increase in employees, equipment, and traffic for a few months while the side slope expansion is constructed.

SPECIFIC REQUESTS

The proposal requires the approval of the following:

- A Zoning Ordinance Amendment to allow a side slope capacity expansion of existing sanitary landfills as a conditional use, providing the landfills have a non-conforming use certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, capacity, and acceptable wastes.
- A Conditional Use Permit to allow a side slope capacity expansion of 4.1 million cubic yards, including 3.53 million cubic yards of waste.
- A Non-Conforming Use Certificate Amendment to allow the capacity expansion.

BACKGROUND

The Pine Bend Landfill initially received a conditional use permit for its operation in 1975. The landfill became a legal non-conforming use in 1991 when the City adopted a zoning ordinance amendment. That amendment prohibited sanitary landfills, such as Pine Bend's, created the Integrated Resource Management Overlay Zoning District, and placed that overlay zoning district on the Pine Bend Landfill and other properties in the area. The overlay zoning district prohibits certain waste industries, restricts and regulates other waste industries, and requires waste industries to be concentrated in the southeast industrial area of the City.

Since there were numerous questions regarding how the City zoning ordinance's non-conforming regulations applied to the landfill, the City and the landfill entered into a Non-Conforming Use Certificate (NCUC) in 1995. The NCUC resolved uncertainties for both the City and the landfill. It clarified the zoning status of the landfill, specified rights and responsibilities of the landfill, and provided the City with more specific controls which had not been clearly defined in the previous conditional use permit.

Since the adoption of the NCUC in 1995, the City has approved several additional requests by Pine Bend. Most of these requests were for accessory uses or minor revisions, such as an energy recovery facility for the generation of electricity, open storage of trucks and trailers, a revised landscaping plan, a modified elevation and grading plan, a compost facility, and stockpiling of soils. In 2004 the City approved a capacity expansion of 5.6 million cubic yards. This expansion was primarily a vertical expansion over previously filled areas and a small horizontal expansion where the landfill offices are located.

In August 2015, Pine Bend Landfill made application to the State of Minnesota for the proposed side slope capacity expansion. The Minnesota Pollution Control Agency (MPCA) then prepared an Environmental Assessment Worksheet (EAW) for the expansion. The City reviewed the EAW and submitted comments to the MPCA. The MPCA completed the EAW process by making a finding of a negative declaration, meaning that a more involved Environmental Impact Statement (EIS) was not necessary.

In 2016, the MPCA commenced the review of the Pine Bend Landfill application. City staff and Barr Engineering, the City's environmental engineering consultant, were very involved in the process and review of the MPCA permit. The City had numerous communications with MPCA regarding the permit. Most of these comments were addressed in four lengthy letters to the MPCA from April 2016 through June 2017. Numerous technical issues were examined, discussed, and resolved.

EVALUATION OF THE REQUEST

ZONING ORDINANCE AMENDMENT

The zoning ordinance prohibits sanitary landfills. The proposed zoning ordinance amendment would continue to prohibit sanitary landfills but would provide an exception by conditional use permit. That exception would only allow a side slope capacity expansion of an existing non-conforming sanitary landfill if the landfill has an NCUC. The existing sanitary landfill would also be required to have a liner and leachate collection system and gas extraction system approved by MPCA, Dakota County, and the City. The size of the side slope capacity expansion would be severely limited. The boundaries of the property on which the landfill would be located could not be expanded, the height of the landfill could not increase, and the types of waste to be accepted for disposal would continue to be restricted. The proposed ordinance would be similar to an ordinance amendment which was approved in 1998 for a vertical expansion of the SKB Rich Valley Demolition Landfill and in 2004 for a vertical expansion of the Pine Bend Landfill.

The proposed ordinance amendment can be evaluated by comparing it to the purpose and intent of the Integrated Resource Management Overlay Zoning District, as attached. The amendment would not deter industrial development in the surrounding area, which is desired for purposes of tax base, employment, and buffering. Since the ordinance would not allow a horizontal expansion, i.e. an extension beyond the boundaries of the existing landfill, it would not consume additional acreage that could otherwise be used for other industries. Furthermore, it would not create disincentives for further industrial development or discourage such development by creating potential incompatible land uses. The ordinance amendment would also continue the integration of other waste industries in the area, including the SKB Demolition Landfill and Transfer Station, the Republic Recyclery, and JR Appliance's recycling facility.

The ordinance amendment would not deter the creation of a buffer of compatible industrial development around an existing landfill since it would not be a horizontal expansion. The amendment would continue to provide for the concentration of waste industries in this specific, delineated area of the City. Though the State, County, and City continue to encourage reduction, re-use, recycling, and composting, there continues to be a need for sanitary landfills. Furthermore, landfills typically recycle materials including appliances, household hazardous waste, electronics, and tires. Though the ordinance amendment may not have a significant impact on the development of the City tax base, it generates City revenue through the Host Community Fee. Landfills also provide a moderate amount of employment.

The proposed ordinance could have minimal impacts on the environment, depending on the specific proposal. Furthermore, a side slope capacity expansion could offer some public environmental benefits, as discussed later in this report.

In summary, the proposed amendment appears to be consistent with the purpose and intent of the Integrated Resource Management Overlay Zoning District.

The proposed zoning ordinance amendment, as attached, is identical to the ordinance amendment that the City Council adopted for the previous landfill expansion in 2004, except for the two following changes:

- The capacity of the landfill would be changed to reflect the proposed expansion. The ordinance limits the size of the landfill to a 40% increase in capacity beyond the original 1995 NCUC. This increase includes the 2004 expansion and the current proposal (Paragraph H).
- The surface square footage of the landfill would be changed to reflect the proposed expansion. The ordinance limits the surface square footage size of the landfill to 8.5 acres beyond the original 1995 NCUC. The increase includes the 2004 expansion and the current proposed expansion (Paragraph J).

CONDITIONAL USE PERMIT AMENDMENT

Whereas the above analysis of the ordinance amendment addresses the general appropriateness of a side slope capacity expansion of an existing sanitary landfill in the I-2 zoning district, the conditional use permit analysis addresses the appropriateness of the use specifically at Pine Bend Landfill. The zoning ordinance outlines general review standards to be used in the consideration of conditional use permit requests. These standards measure consistency with the Comprehensive Plan, consistency with the City Zoning Ordinance, compatibility with existing and proposed development in the area, adequacy of existing and proposed public facilities, suitability of the property for the proposed use, and impacts on the environment.

Consistency with the Comprehensive Plan and Zoning

Adjacent properties have the following Comprehensive Plan land use designations and zoning districts:

North	-General Industrial (GI) and Rural Residential (RR) comprehensive plan land use designation
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	-General Industrial (I-2), Residential Estate (E-1), and Integrated Resource Management (IRM) zoning districts
West	-Light Industrial (LI) comprehensive plan land use designation -Limited Industrial (I-1), Integrated Resource Management (IRM) and Agricultural (A) zoning districts.
South	-General Industrial (GI) comprehensive plan land use designations -General Industrial (I-2) and Integrated Resource Management (IRM) zoning Districts
East	-General Industrial (GI) comprehensive plan land use designation -General Industrial (I-2), Integrated Resource Management (IRM) and Sand and Gravel (S & G) zoning districts

As the comprehensive plan states, "the general industrial category includes lots or parcels containing manufacturing, processing and disposal facilities. General industrial parcels exist in only one area, southern Inver Grove Heights lying west of Highways 52/55. The land designated as general industrial on the future land use plan includes the Pine Bend Landfill.

Light industrial and general industrial are similar uses with the predominate differences being in the intensity of the types of uses and the nature of the uses themselves. General industrial is analogous to "heavy" industrial users such as the landfill operation. In southern Inver Grove Heights, areas containing both of these uses are intended to be improved and upgraded over time. Industrial development in the southern part of the City has been occurring for the past 40 years. Public improvements and comprehensive plan amendments have enabled the extension of public infrastructure to serve much of this area. In the future, if it becomes feasible to extend infrastructure to more of this area, the City anticipates potential redevelopment."

The purpose of the I-2 General Industry Zoning District is "to provide for areas which, because of the availability to thoroughfares and railroads, suitable topography, and isolation from residential areas, are appropriate for industrial uses which are of a more intense nature. The I-2 zoning district also allows certain business uses necessary to compliment general industrial uses."

The purpose of the Integrated Resource Management Overlay Zoning District is to:

- A. Prevent the expansion of mixed municipal solid waste landfills by encouraging industrial development on adjacent properties.
- B. Encourage solid waste processing facilities, which can integrate their operations with mixed municipal solid waste landfills, to locate in proximity to such landfills.
- C. Promote orderly development of other properties in the community by creating a buffer of compatible industrial development around mixed municipal solid waste landfills.
- D. Reduce the areas of the City subject to the potential adverse environmental impacts of solid waste processing facilities by encouraging them to locate in close proximity to mixed municipal solid waste landfills and each other.

- E. Delineate an area for select solid waste uses that exhibit minimal environmental impacts and are generally environmentally friendly.
- F. Provide an opportunity for solid waste uses that are consistent with the state's waste management hierarchy of encouraging reduction, reuse, recycling, composting and discouraging incineration and landfilling.
- G. Enhance regulation and inspection of solid waste processing facilities by encouraging them to locate in proximity to one another.
- H. Enhance the tax base by encouraging development around mixed municipal solid waste landfills consistent with sound principles of municipal planning.
- I. Provide additional employment opportunities for city residents by encouraging industrial development.
- J. Establish standards and restrictions for solid waste uses to protect the environment and to promote sound land use planning

The proposal would maintain the same G-I comprehensive plan designation and the same I-2 and IRM zoning districts, as currently exist on the property. The Integrated Resource Management (IRM) overlay zoning district was created specifically to allow and regulate certain waste industries in this part of the city. Since the proposal does not expand the base of the existing landfill, it does not consume acreage that could be used for other industrial development. Though there is Estate Residential land use designations and zoning to the north, there is an intervening property and considerable distance between the landfill and those residential uses. Moreover, the proposed side slope capacity expansion would be no different than the existing landfill operation and would not expand the landfill's base any closer to the residences. The land use designations and zoning to the west, south, and east are identical to or similar to that of the Pine Bend Landfill property. Furthermore, those designations and zoning specifically allow certain waste industries. As stated above, the proposal provides revenue in addition to existing taxes, and some employment. Therefore, the proposal appears to be consistent with the comprehensive plan and the zoning ordinance.

Compatibility with Existing and Future Land Uses

Adjacent land uses include the following:

North	-Closed CAP/Amdura Landfill and Estate Residential
West	-Electrical Generation Facility and Vacant
South	-Mini-Storage, SKB Rich Valley Demolition Landfill, and Thermo Gas Company
East	-BFI Recycling, North American Trailer Repair, and Steenberg Watrud Construction

There are other industrial uses in the surrounding area, such as Bituminous Roadways Sand and Gravel, Flint Hills Refinery, Kane Transport, Enterprise LP Gas, Steininger Sand and Gravel, Cut Fruit Express, Praxair Industrial Gas and Excel Energy's storage tanks and peaking plant. The nature of these uses is very compatible with the landfill.

The nearest single-family residence, excepting a residence owned by Pine Bend Landfill, is approximately 1,000 feet from the northwest corner of the BFI property. There are four residences within a ¼ mile radius of the landfill boundary. The impacts to these residences would be identical to the existing operation and would continue to be mitigated by a considerable separation distance. The only change to the existing situation would be the continued landfill operation and the construction of the expansion area. This construction activity would be temporary and would be similar to past construction activities and the current landfill operation in terms of its scale of activity, type of equipment, hours of operation, noise, and dust.

A sanitary landfill has the possibility of nuisances, such as litter, dust, and odor, and noise. The NCUC addressed nuisances by restricting hours of operation and requiring control programs. The NCUC would continue to regulate nuisances if the side slope capacity expansion is approved. The proposed expansion would not create any more nuisances than the existing landfill. The City has received four complaints regarding nuisances over the last several years. The complaints pertain to litter, noise and odor. The impact of the nuisances is mitigated by the surrounding industrial land uses, the very low density residential development, and the residences' distances from the landfill. Because of the combination of other heavy industrial uses and their long-established presence, a certain amount of nuisances must be reasonably expected. However, the Pine Bend Landfill has taken appropriate action to mitigate nuisances and would be required to continue such performance, if the proposal would be approved. In addition, Dakota County Environmental Resources inspects the landfill ten times a year and requires the landfill to correct nuisance violations. Therefore, the proposed use, which is identical to the existing use, would be compatible with and, in most cases, similar to nuisances of the surrounding industrial uses.

The side slope capacity expansion would not generate any more noise than existing landfill operations. In 2004 Pine Bend Landfill completed an analysis of noise generated by landfill equipment and its impact on the nearest residences. The report found that landfill equipment would comply with State noise standards, except in the early morning, between 5:30 AM and 7:00 AM. At that time, two pieces of equipment, compactors and trucks, would slightly exceed the State noise standards. Pine Bend Landfill subsequently stated that they would not use compactors in the early morning hours. Moreover, truck traffic is a constant activity on 117th Street and Rich Valley Boulevard, regardless of the landfill, because of the heavy industrial activities in this part of Inver Grove Heights and Rosemount.

Adequacy of City Facilities and Services

State Highways 52/55 is sufficient to handle the traffic generated by the landfill. Major improvements were made to the highway about ten years ago, including an interchange, frontage roads, and traffic signals. Dakota County and the City recognize the need to improve 117th Street to carry increased volumes of traffic, especially the large number of trucks generated by industries in the area. It is anticipated that the road will be expanded to a four-lane, limited access highway though there is no definite timeframe yet established for these improvements. Jurisdictional responsibility of the road needs to be determined, following construction of the improvements.

The proposal would not generate additional truck traffic beyond that which currently exists with the landfill operation. Though traffic generation related to the operation of the landfill would not change, there would be a temporary increase in traffic while the side slope capacity expansion is constructed. This would be similar to the construction of previous phases of the landfill. These previous construction activities did not cause any difficulties, except when semi-trucks waiting to enter the landfill backed up onto 117th Street. The 2004 conditional use permit subsequently prohibited such stacking, or queuing, on 117th Street.

Municipal water has been extended to the area and is adequate to serve the expansion. If the Metropolitan Council, or the City, were to extend sanitary sewer to this area, it would be designed at a sufficient size to adequately handle Pine Bend Landfill's sanitary sewer needs. A condition of the 2004 CUP requires Pine Bend Landfill to connect to sanitary sewer service, if and when it would become available.

Barr Engineering has reviewed the grading, drainage, and erosion control plans. The engineers paid particular attention to increased stormwater runoff volumes and rates, updated rainfall rates, stormwater calculation methodology, model stormwater events, pond capacity, infiltration volumes, erosion and erosion control details, and pond maintenance. In response to these concerns, Pine Bend Landfill has modified their plans and provided additional information and analysis. With these modifications and additional information, Barr Engineering finds the landfill's stormwater plans to be acceptable.

A major concern is fire service since fires may occur at landfills. These landfill fires can be difficult and costly to put out, especially if they are subterranean fires. The City has addressed fire service in the Host Community Agreement, a document negotiated between the City and Pine Bend Landfill in 1995. In fact, the provision of fire services to landfills was a major topic of considerable research and discussion when the Host Community Agreement and the NCUC were negotiated for the Pine Bend Landfill. That Host Community Agreement requires Pine Bend Landfill to provide adequate fire protection. This fire protection includes constructing and maintaining adequate access roads, providing adequate water supply, construction fire breaks when necessary, providing and maintaining fire protection equipment, placing at the disposal of the City a command post, communications equipment, fuel, and mechanics during the fire, preparing a Contingency Action Plan, and providing information to the City regarding potential fire hazards and other landfill features that might affect firefighting efforts.

The current operation places few demands on the City police services and the proposed expansion would not increase the need for such service. However, Pine Bend Landfill has submitted their current Emergency Response Plan for review by the City police and fire services. The City police recently reviewed the plan and found it acceptable. The Emergency Response Plan is updated annually by Pine Bend Landfill. Copies of any updates or modifications will be provided the City.

Suitability of the Property

Since the proposal does not include a horizontal expansion beyond the boundaries of the existing landfill property or an increase in the landfill's height, the size and shape of the Pine Bend Landfill property would be sufficient for the proposed airspace capacity expansion. The topography of the existing landfill provides for the expansion. As stated above, the property is adequately provided with City facilities and services, including roads and highways, municipal water, police services,

and fire service. Other aspects of the site, such as access, parking, private sewage disposal, and zoning requirements would continue to be adequate for the proposed use. Therefore, the property would be suitable for the proposed use.

Environmental Impacts

The environmental impacts are discussed in a letter report from Jeff Ubl of Barr Engineering, dated February 13, 2018, as attached. As stated previously, Barr Engineering has been very involved in a technical review of the proposed expansion. On the City's behalf, Barr offered numerous comments to the Minnesota Pollution Control Agency (MPCA) regarding the Environmental Assessment Worksheet (EAW). Subsequently, Barr Engineering prepared four lengthy reports to the MPCA regarding Pine Bend's requested modification to their State permit. Pine Bend Landfill has responded to Barr's many comments and made modifications to their proposal.

Barr's review has focused on 12 technical topics: waste acceptance, ground water monitoring system, leachate recirculation, solid waste composting, ground water quality, surface water management, waste capacity, liner and leachate collection system design, gas monitoring and gas extraction/treatment systems, final cover design, closure, post-closure, contingency action, operation and maintenance plans, and final assurance cost estimates. In reviewing the City application, Barr Engineering paid particular attention to waste acceptance, waste capacity, groundwater quality and trends, surface water, and gas migration and trends.

As a result of this review, Barr Engineering has provided recommendations for amendments to the Pine Bend Landfill Non-Conforming Use Certificate (NCUC) and Conditional Use Permit (CUP). These modifications have been incorporated into the documents, as attached. The CUP, in particular, requires Pine Bend Landfill to continue their efforts to address the City's concerns, especially regarding groundwater and gas migration.

Barr has concluded that there are potential environmental benefits to the landfill's proposed expansion, including: 1) a reduction in the amount of leachate migrating into the groundwater, 2) the generation of additional gas to be converted to the electricity, and 3) increased extraction of gas. Finally, Barr concludes that the proposed side slope expansion is "reasonable and appropriate".

The proposed conditional use permit, as attached, is the same as the conditional use permit approved by the City Council in 2004, except for the following modifications:

- The size of the landfill has been increased to 32.13 million cubic yards of waste to reflect the current proposal (Condition No. 1)
- Revised plans are referenced to reflect the current proposed expansion (Condition No. 3)
- The City approval of the 2004 expansion, including the conditions attached to that approval, are referenced (Condition No. 2 and 5g, h, and i)

- Vehicles coming into Pine Bend Landfill, both for construction of the side slope capacity expansion and ongoing operations, are prohibited from queuing onto 117th Street (Condition No. 8)
- The conditions regarding the groundwater monitoring system, the leachate collection system, and the leachate storage and transportation requirements have been simplified and updated (Conditions 11-13)
- Methane gas must achieve compliance with Minnesota Rules by January 1, 2025 or when the landfill's waste capacity reaches 30 million cubic yards, whichever occurs first (Condition No. 14)

NON-CONFORMING USE CERTIFICATE AMENDMENT

The proposed Non-Conforming Use Certificate (NCUC) Amendment, as attached, is the same as that which the City Council approved for the 2004 expansion, except for the following three changes:

- The revised plans reflect the proposed expansion (Exhibit D)
- Language was added to state that, in the case that there was a conflict between the NCUC and the CUP regarding groundwater monitoring requirements, requirements of the CUP shall prevail (A, 5.6.1)
- The requirement for a candle flare was eliminated since it was no longer found to be necessary

ALTERNATIVES

The Planning Commission and Environmental Commission have the following actions available:

- A. Approval. If the Commissions find the application acceptable, the following requests should be approved:
 - A Zoning Ordinance Amendment to allow a side slope capacity expansion of the existing sanitary landfills as a conditional use, providing the landfills have a Non-Conforming Use Certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, airspace capacity, and acceptable waste.
 - A Conditional Use Permit to allow a side slope capacity expansion of 4.1 million cubic yards, including 3.53 million cubic yards of waste
 - A Non-Conforming Use Certificate Amendment to allow the capacity expansion
- B. Denial. If the Commissions do not favor the proposed request, the Commission should recommend denial and provide findings for the basis of denial.

RECOMMENDATION

Staff recommends approval of Pine Bend Landfill's request for a Zoning Ordinance Amendment, Conditional Use Permit Amendment, and Non-Conforming Use Certificate Amendment.

Staff finds that the requests are consistent with the purpose and intent of the Integrated Resource Management Overlay Zoning District, are consistent with the Comprehensive Plan and Zoning Ordinance, are compatible with the surrounding land uses, do not pose an undue burden on City facilities and services, are uses suitable to the property, and have minimal potential for increased environmental impacts. Furthermore, staff believes that the side slope capacity expansion would be adequately controlled by the Integrated Resource Management Overlay Zoning District, the Non-Conforming Use Certificate, and the Conditional Use Permit. Finally, staff believes that the proposed side slope capacity expansion offers some environmental benefits to the City.

Enc: Application
Comprehensive Plan Map
Zoning Map
Aerial Map
Barr Report
Integrated Resource Management Purpose and Intent
Draft Ordinance Amendment
Draft Conditional Use Permit Amendment
Draft Non-Conforming Use Certificate Amendment

Cc: Jeff Marone, Pine Bend Landfill
Tom Shustarich, Wenck Associates
Tim Kuntz, City Attorney
Jeff Ubl, Barr Engineering

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 10-13E-6 RELATING TO EXPANSION OF THE AIR SPACE
OF AN EXISTING SANITARY LANDFILL**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Section 10-13E-6 of the Inver Grove Heights City Code relating to “Expansion of the air space of an existing sanitary landfill” is hereby amended to read as follows:

Expansion of the air space of an existing sanitary landfill, provided all the following conditions are met:

- A. The existing sanitary landfill must have a nonconforming use certificate.
- B. The existing sanitary landfill must be in compliance with and must remain in compliance with the nonconforming use certificate, as amended.
- C. The layer of expanded air space on the existing sanitary landfill where disposal will occur must have a liner, leachate extraction system and landfill gas extraction system. The liner and these extraction systems must be approved by the MPCA, the county and the city before disposal can occur in the expanded air space.
- D. The landfill must also have in place an existing leachate extraction system and a leachate removal and management plan. The leachate removal and management plan must be approved by the MPCA.
- E. The landfill must also have in place an existing landfill gas extraction system and a landfill gas management plan. The landfill gas management plan must be approved by the MPCA.
- F. The final contour height of the sanitary landfill, as expanded (including the final cover system), must not be more than one percent (1%) higher than the final contour (including the final cover system) as previously approved in the nonconforming use certificate, as amended. Measurements shall be taken from mean sea level, national geodetic vertical datum of 1929.
- G. The expanded air space must not increase the parcel boundaries of the existing sanitary landfill as previously approved in the nonconforming use certificate, as amended.

H. The volume of the expanded air space for disposal (not including the final cover system) must not be more than ~~twenty-five percent (25%)~~ forty percent (40%) of the cubic yards of air space for disposal (not including the final cover system) that were allowed in the previously approved nonconforming use certificate, as amended.

I. The types of waste to be disposed in the expanded air space may only include the following:

1. Construction debris and demolition debris;
2. Infectious waste which has been processed so as to become noninfectious;
3. Mixed municipal solid waste from whatever source including, but not limited to, mixed municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes;
4. Nonhazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the industrial waste management plan; and
5. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.

J. The surface square footage of the final cover system for the entire sanitary landfill, as expanded, must not be more than ~~one-acre~~ 8.5 acres greater than the surface square footage of the final cover system that would have been placed if the air space of the sanitary landfill had not been expanded.

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A SIDE
SLOPE CAPACITY EXPANSION OF PINE BEND LANDFILL**

CASE NO. 07-36NCUC

PROPERTY LOCATED AT 2495 EAST 117TH STREET

WHEREAS, an application for a conditional use permit for a side slope capacity expansion of Pine Bend Landfill has been submitted by BFI Waste Systems of North America, LLC for property located at 2495 East 117th Street and legally described in Exhibit A and depicted in Exhibit B, attached hereto; and

WHEREAS, the side slope capacity expansion of Pine Bend Landfill is a conditional use in the IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, the aforescribed property is currently zoned I-2, General Industry and IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Sub. 3, a public hearing concerning the proposed conditional use permit was held before the Inver Grove Heights Planning Commission on February 20, 2018.

WHEREAS, an application for a conditional use permit for an airspace capacity expansion of Pine Bend Sanitary Landfill was submitted in 2003 by BFI Waste Systems of North America Inc. for the same property and that conditional use permit was approved by the City Council on March 22, 2004, per Resolution No. 04-48.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, that a conditional use permit for BFI Waste Systems of North America, LLC for the side slope capacity expansion of Pine Bend Landfill is granted for the aforescribed property, subject to the following conditions:

AND BE IT FURTHER RESOLVED, that the conditional use permit for an airspace capacity expansion of Pine Bend Landfill, dated March 22, 2004 is hereby reaffirmed and ratified subject to the following conditions:

1. The side slope capacity expansion of 3.53 million cubic yards, not including the final cover system, when coupled with the airspace capacity limitation of the Non-Conforming Use

Res. No. _____

Certificate of airspace capacity of 23.3 million cubic yards, and the 2004 conditional use permit of 5.30 million cubic yards, not including the final cover system, shall not exceed 32.13 million cubic yards of airspace for disposed waste, not including the final cover system. The City and Pine Bend Landfill agree that prior to the airspace capacity expansion allowed by this conditional use permit the remaining airspace capacity, as of December 2016, was 1.90 million cubic yards. The remaining airspace capacity will be recalculated each year as required by MPCA.

2. The terms and conditions of the conditional use permit for an airspace capacity expansion for Pine Bend Landfill, dated March 22, 2004 shall be the terms and conditions stated in this resolution and the terms and conditions in Resolution 04-48, dated March 22, 2004 are hereby superseded by this resolution.
3. The airspace capacity expansion granted March 22, 2004 and this side slope capacity expansion shall occur and be operated in substantial conformance with the following:
 - a. Narrative and plans of "Application to the City of Inver Grove Heights for the Pine Bend Landfill", dated August 2003
 - b. Twenty-six plan sheets, titled "Permit Application, Pine Bend Landfill-SW 45, prepared for BFI Waste Systems of North America, Inc.", dated February 2002, January 2003, and August 2003
 - c. Response to comments for BFI Pine Bend Landfill, as prepared by Wenck Associates Inc., dated November 11, 2003
 - d. "Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 6 development, MPCA Permit #SW-45," revised February 2018
4. The area of the 2004 capacity expansion shall be limited to the area defined as Phase 5 and the area of the 2018 side slope capacity expansion shall be limited to the area defined as Phase 6 on the approved plans.
5. Pine Bend Landfill shall comply with all terms and conditions found in:
 - a. Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995
 - b. Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated November 27, 1995
 - c. Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001
 - d. Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001

Res. No. _____

- e. Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and Final Grading and Storm Water Plans, dated March 11, 2002
 - f. Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335,100 Cubic Yards, dated August 26, 2002
 - g. Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Landfill, dated March 22, 2004; as modified by this resolution.
 - h. Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated March 22, 2004
 - i. Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights for Pine Bend Sanitary Landfill to Operate a Compost Facility, dated March 22, 2004
 - j. Resolution No. 04-50 Approving A Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 355,100 Cubic Yards, dated March 22, 2004
6. The Non-Conforming Use Certificate, Section 5 through 10 inclusive, shall also apply to the side slope capacity expansion and the terms and conditions of those sections are made part of this Conditional Use Permit and incorporated by reference.
7. The types of waste to be disposed in the 2004 airspace capacity expansion and this side slope capacity expansion shall only include the following:
- a. Construction debris and demolition debris
 - b. Infectious waste which has been processed so as to become non-infectious
 - c. Mixed municipal solid waste from whatever source including, but not limited to, mixed municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes. The term mixed municipal solid waste shall be as defined in Section 1.29 of the "Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill," issued on November 27, 1995.
 - d. Non-hazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the Industrial Waste Management Plan. The term industrial solid waste shall be as defined in Section 1.24 of the "Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill," issued on November 27, 1995.

Res. No. _____

- e. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.
8. Vehicles coming into Pine Bend Landfill shall not queue onto 117th Street.
9. If sanitary sewer is extended to Pine Bend Sanitary Landfill, the Landfill shall connect these leachate collection/storage systems to the sanitary sewer, pay its pro rata share of special assessments (in conjunction with other lands served by the sanitary sewer extension) over a term determined by the City Council but not less than five years and not more than ten years, and pay connection and hook up charges, as soon as the sanitary sewer is accepted for use by the City.
10. Hours for the construction of the side slope capacity expansion shall be:

Monday through Friday 6:00 AM to 8:00 PM
Saturday 6:00 AM to 4:00 PM

Upon the request of Pine Bend Sanitary Landfill, temporary extensions of hours or days of construction may be granted by the City Administrator.

11. Pine Bend Landfill shall comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding surface water and groundwater monitoring and groundwater compliance boundary requirements as well as the following special conditions:
- a. As part of its annual report to the MPCA, Pine Bend Landfill may use alternative methods for the groundwater trend analysis, if approved in advance by the City.
 - b. Pine Bend Landfill shall conduct additional investigations, if required, when hydrogeologic changes occur or continued release of contaminants to groundwater warrant, as determined by the City Council. Pine Bend Landfill shall start the investigation within 60 days after determined by the City Council, complete the investigation within 360 days including design for additional groundwater remedial measures, and implement remedial measures within 180 days of City Council's approval of remedial measures design.
 - c. Required water sampling may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inaccessibility caused by deep snow or wet soils. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and Pine Bend Landfill and documented in the meeting minutes.
12. Pine Bend Landfill must comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding liner leak detection, and leachate collection, conveyance, storage, and treatment requirements as well as the following special conditions relating to the dual gas/leachate extraction system:

Res. No. _____

- a. As part of the annual report, due February 1 of each year, Pine Bend Landfill shall describe the system operations and maintenance, including quality and quantity of leachate collected, and provide recommendations for system modifications.
 - b. Pine Bend Landfill shall perform the following and discuss efforts as part of the annual report, due February 1 each year, to:
 - i. Operate, maintain, and update the dual gas/leachate extraction system to maximize leachate extraction to the greatest extent practicable
 - ii. Lower pump intakes or provide an explanation of why pumps could not, or should not, be lowered
 - iii. Allow one full year of “dry” operations before removing pumps or provide explanation regarding why the pumps need to be removed and why they cannot be reinstalled
 - iv. Monitor leachate head level in wells after pumps are removed
 - v. Evaluate the market availability of new pumps that could be installed in the dual gas/leachate extraction wells
 - vi. Reinstall pumps in wells currently in the dual gas/leachate extraction system or provide an explanation of why the pumps could not, or should not, be reinstalled
 - vii. Install pumps in existing wells and add them to the dual gas/leachate extraction system or provide an explanation of why the pumps could not, or should not, be installed
 - c. Requirements for the dual gas/leachate extraction system may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inability to reinstall pumps or if it is technically unfeasible to operate or maintain the dual gas/leachate extraction system. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and Pine Bend Landfill and documented in the meeting minutes.
13. Pine Bend Landfill must comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding the Phase 5 expansion area liner leak detection, and leachate collection, conveyance, storage, and treatment requirements.
14. Pine Bend Sanitary Landfill must achieve compliance with Minnesota Rule 7035.2815, Subpart 11, including future similarly applicable Minnesota Rule revisions, for six consecutive months as certified by a professional engineer prior to the following, whichever occurs first:

Res. No. _____

- a. Filling of waste beyond 30.00 million cubic yards (excluding final cover) of the Pine Bend Sanitary Landfill capacity of 32.13 million cubic yards (excluding final cover);
or
- b. January 1, 2025.

If compliance with this condition is not achieved, Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must temporarily cease accepting waste for disposal at the Pine Bend Sanitary Landfill until this condition is met; when the condition is met, waste may once again be accepted for disposal at the Pine Bend Sanitary Landfill.

Until compliance is achieved for six consecutive months as required above, BFI Waste Systems of North America, LLC must present progress on its efforts to achieve compliance to the City of Inver Grove Heights Environmental Commission in the first quarter of every year and report progress in the annual report to the MPCA.

All ongoing gas migration related work plans and reports must be submitted to the City for review and comment.

The requirement contained above is not an election of remedies by the City and is not a waiver of the City's right and remedies under the conditional use permits or under the non-conforming use certificate or under any host community agreement.

The City specifically reserves the right to take action to enforce Minnesota Rule 7035.2815, Subpart 11 and to exercise its rights and remedies under the conditional use permits and under the non-conforming use certificate or under any host community agreement with respect to any past, existing or future violations of Minnesota Rule 7035.2815, Subpart 11, including future similarly applicable Minnesota Rule revisions.

No remedy conferred upon or reserved to the City in the conditional use permits or in the non-conforming use certificate or in any host community agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the conditional use permits or the non-conforming use certificate or in the host community agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

The City acknowledges that BFI Waste Systems of North America, LLC reserves the right to request an amendment to the requirement contained herein.

Nothing contained herein shall be deemed an acceptance or approval by the City of the requested amendment or any indication that the City will adopt such amendment.

During the time that the Pine Bend Sanitary Landfill must temporarily cease to accept waste for disposal in the event the above condition is not met, Pine Bend Sanitary Landfill and BFI

Res. No. _____

Waste Systems of North America, LLC must nonetheless continue to pay the City the fees and payments stated in Section 8 of the Second Restated and Amended Host Community Agreement dated October 27, 2008, by and among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, Inc. and the City of Inver Grove Heights (as amended from time to time); and Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must meet and comply with the other obligations stated in the Second Restated and Amended Host Community Agreement (as amended from time to time) including, but not limited to, the Host Community Fee, the Minimum Monthly Payment, the Per Ton Payment, the Inducement Amount, the Donation and the Payment for Firefighting Costs.

15. Pine Bend Sanitary Landfill shall maintain a Minnesota Pollution Control Agency air emission permit for a rental enclosed flare to serve as contingency capacity for managing landfill gas.
16. The owner and operator of Pine Bend Sanitary Landfill are both responsible for complying with the obligations and conditions contained in this Conditional Use Permit.
17. Breach of the Host Community Agreement between the City and BFI Waste Systems of North America, Inc. is deemed to be violation of this Conditional Use Permit.
18. This conditional use permit shall become effective only upon the execution of the Revised Host Community Agreement.

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.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Adopted by the City Council of the City of Inver Grove Heights this _____ day of _____.

Res. No. _____

ACCEPTANCE

BFI Waste Systems of North America, Inc., hereby accept and agree to this conditional use permit and other provisions set forth in the foregoing Resolution.

Dated: _____ BFI Waste Systems of North America, Inc.

_____ By:

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to the free act and deed of said municipality.

Notary Public

Res. No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of BFI Waste Systems of North America, Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

Res. No. _____

EXHIBIT A

Lot 1, Block 1, Lot 1, Block 2, and Outlot A, Pine Bend Sanitary Landfill, according to the plat thereof on file and of record with the Dakota County Recorder of Titles.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 6465 GRANTING A NON-
CONFORMING USE CERTIFICATE FOR PINE BEND SANITARY LANDFILL
FOR A SANITARY LANDFILL**

The City Council of the City of Inver Grove Heights does hereby resolve:

WHEREAS, on November 27, 1995, the City approved Resolution No. 6445 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill (hereafter referred to as the Non-Conforming Use Certificate).

WHEREAS, on March 11, 2002, by Resolution No. 02-32 the City amended the Non-Conforming Use Certificate to allow the maximum elevation limitation of the landfill to change from 1020 feet above mean sea level to 1010 feet above mean sea level, to allow for steeper landfill side slopes without inadvertently increasing the airspace capacity.

WHEREAS, on March 22, 2004, by Resolution No. 04-49 the City amended the Non-Conforming Use Certificate by amending Section 3.3, Section 3.5 and Exhibit D to the Non-Conforming Use Certificate.

WHEREAS, BFI Waste Systems of North America, LLC (BFI) currently owns and operates Pine Bend Sanitary Landfill.

WHEREAS, BFI in writing has accepted and agreed to the terms of the existing Non-Conforming Use Certificate, as amended.

WHEREAS, the City and BFI desire to again amend the existing Non-Conforming Use Certificate in the manner set forth hereafter.

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

A. Section 5.6.1 of the Non-Conforming Use Certificate is amended to read as follows:

5.6 Groundwater Monitoring.

5.6.1 Any modification of the groundwater monitoring system or program that, in any aquifer monitored by the system, results in a reduction in the number or location of wells affecting more than 10 percent of the wells, a reduction in frequency of testing by more than 25 percent, or a reduction in testing parameters of more than

10 percent shall be subject to prior City Council approval by majority vote of the Council. Determination of modifications shall be based on changes from the system and program described in the permit issued by the MPCA in response to the June 1995 SW-45 Permit Reissuance Application. To the extent any subsequent conditional use permit for the Pine Bend Landfill contains standards or requirements for groundwater monitoring that are inconsistent or different than those stated in this Certificate, the standards and requirements contained in the conditional use permit shall prevail.

B. Section 5.8.3 of the Non-Conforming Use Certificate is amended to read as follows:

~~5.8.3 Flare existing candle flare. Pine Bend Landfill, Inc. shall maintain the existing candle flare in a manner which assures at least 98% by weight nonmethane organic compounds destruction efficiency. Intentional operation of the candle flare below this efficiency level shall be subject to prior City Council approval by majority vote of the Council.~~

C. Exhibit D of the Non-Conforming Use Certificate is amended in its entirety to read as follows:

EXHIBIT D
SITE PLAN FOR PINE BEND SANITARY LANDFILL

The Site Plan for the Pine Bend Sanitary Landfill consists of the "Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 6 Development" prepared by WENCK Associates, Inc., dated revised February 2018 (Revised February 2018 City Application) which includes, but is not limited to, the following:

- a. City of Inver Grove Heights Application Forms
- b. Facility Information and Design Issues - including but not limited to Capacity and Phasing, Liner, Leachate Collection, Final Cover, and Landfill Gas Management
- c. Operations – including but not limited to Hours of Operation, Site Security, and Hours of Operation
- d. Potential Environmental Impacts – including but not limited to leachate, methane, noise, litter, vectors, and odor
- e. Land Use Impacts – including but not limited to Land Use, Traffic and Haul Routes, Stormwater/Erosion Control, Utilities, Landscaping, and Fire Protection
- f. Additional Items – including but not limited to Host Community Fee, Compliance History, and Status of Other Permits and Approvals
- g. Landfill Design Volume Table

- h. Appendix A – Site Lease Agreement
- i. Appendix B – Solid Waste Management Plan, revised July 2014
- j. Appendix C – Plan Sheets – including 28 permit design plan sheets
- k. Appendix D – Geotechnical Analysis and Comments
- l. Appendix E – Stormwater Management Model and Calibrations

Closure, Post Closure, and Contingency Action Plan Cost Estimates are also included in the Revised February 2018 City Application and are acknowledged by the City but are not included in this Exhibit D.

D. All other sections, terms and provisions and conditions of Non-Conforming Use Certificate as previously amended shall remain in full force and effect.

E. This Resolution and the following Acceptance shall be recorded with the Dakota County Recorder against the land constituting the Landfill, which land is described on the attached Exhibit A.

Passed by the City Council of Inver Grove Heights on this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ACCEPTANCE

BFI Waste Systems of North America, LLC hereby accepts and agrees to the amendments and other provisions set forth in the foregoing Resolution.

Dated: _____, 2018.

BFI Waste Systems of North America, LLC

By: _____

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, the limited liability company named in the foregoing instrument, and that the foregoing instrument was executed on behalf of the limited liability company by authority of the Boards of Governors of said entity and said _____ acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

EXHIBIT A

Lot 1, Block 1, and Lot 1, Block 2, and Outlot A, Pine Bend Sanitary Landfill, Dakota County, Minnesota, according to the recorded plat thereof on file and of record with the Dakota County Recorder.

PLANNING COMMISSION MINUTES - CITY OF INVER GROVE HEIGHTS

Wednesday, February 7, 2018 – 7:00 p.m.
City Hall Chambers - 8150 Barbara Avenue

Chair Maggi called the Planning Commission meeting to order at 7:00 p.m.

Commissioners Present: Tony Scales
Dennis Wippermann
Jonathan Weber
Pat Simon
Annette Maggi
Elizabeth Niemioja
Armando Lissarrague

Commissioners Absent: Joan Robertson (excused)
Brett Kramer (excused)

Others Present: Tom Link, Community Development Director
Allan Hunting, City Planner
Heather Botten, Associate Planner

Pine Bend Landfill

Mr. Link advised that tonight the Planning Commission would be provided with background material and an explanation of the request. On February 20 the Planning Commission will make a recommendation to the City Council. He explained that the landfill is proposing to increase the slope of the landfill from 5:1 to 3:1. The footprint and height will remain the same. He discussed the history of the site, stating the landfill started in the early 1970's, groundwater contamination was found in the late 1980's, and the City changed the zoning ordinance in 1991 to prohibit landfills which prohibited any expansion. In 1991 the City negotiated a Non-Conforming Use Certificate and Host Community Agreement. Approvals were received for various accessory uses (i.e. compost site, electrical general facilities, etc.) and in 2004 the City approved an expansion. The property is zoned I-2 and sits in the Integrated Resource Management Overlay District. At its next meeting the Planning Commission will be asked to approve a zoning ordinance amendment, a conditional use permit, and an NCUC amendment to allow the expansion.

Commissioner Weber asked if there would be any road improvements associated with the proposed expansion.

Mr. Link replied there would be no road improvements to 117th Street tied to the Pine Bend Landfill expansion; however, the City and County recognized that improvements are needed.

Commissioner Weber asked if the SKB landfill was capped and closed.

SKB is considering a series of three applications. SKB recently submitted an application for their expansion area; however, it was incomplete. A full application may be forthcoming.

Commissioner Lissarrague asked if the NCUC was good for perpetuity.

Mr. Link replied in the affirmative.

Commissioner Lissarrague asked if the CUP was good for perpetuity as well.

Mr. Link stated that the City approved a CUP in 2004 for a finite sized expansion. There is no time limit for the CUP but there is a capacity limit.

Commissioner Lissarrague asked when the landfill was last tested for contamination.

Mr. Link replied there is constant on-going testing of the landfill by the MPCA, County, and City.

Jeff Marone, General Manager of Republic Services, the owner of Pine Bend Landfill, gave an overview of the company, introduced the Republic Services team, provided a site history, and invited Commissioners to take a tour of the landfill.

Aaron Janusz, Environmental Manager of Republic Services, advised that they have been operating as a municipal solid waste landfill since the early 1970's. They were originally an unlined landfill but in the mid-1980's they realized there was leachate getting into the groundwater, so they built their first lined landfill in 1986. They performed a vertical expansion in 2005. The total area is approximately 356 acres, they take in 1,200 tons of waste per day, produce 3,000 cubic feet per minute of landfill gas which is converted into electricity, and they collect 7.5-9 million gallons of leachate per year, which is then hauled out. They are very highly regulated by the State, City, Dakota County, and the Metropolitan Council. They also have regular City/County/State meetings. Environmental monitoring is done through groundwater monitoring wells, including two springs, monitoring probes, and surface scans. Regarding the groundwater, they are seeing a decrease in VOC's and a greater decrease of proximity to the landfill. He explained that they are proposing to steepen their slopes by converting the existing 5:1 final cover areas to 3:1 slopes.

Commissioner Weber asked if the expansion was proposed to be over the lined or unlined area.

Mr. Janusz replied it would be in the unlined area. They are proposing to put a new liner down which will provide a better barrier.

Commissioner Weber asked if that would allow them to capture the leachate that is leaking out.

Mr. Janusz replied in the affirmative. He advised that the expansion would not increase the footprint or height; would reduce infiltration and increase gas collection efficiency in the unlined area, add 3.5 million cubic yards of disposal capacity, and extend the life of the landfill to 2030.

Commissioner Lissarrague asked what the life of the landfill would be without the expansion.

Mr. Janusz replied the landfill currently has 4-5 years left.

Commissioner Lissarrague noted that closing the landfill in 4-5 years would result in job loss.

Mr. Janusz showed a cross section of the current and proposed slopes and explained the permitting process for the proposed side slope modification.

Tom Shustarich, Wenck Associates, discussed the technical items, mainly slope stability, leachate collection, gas system construction, and surface water management design issues. The proposed expansion would meet the MPCA's 3:1 landfill slope requirements.

Commissioner Niemioja asked how they could increase the slopes without destabilizing it.

Mr. Shustarich replied that they analyze the engineering properties of the waste; particularly the amount of settlement that has taken place and will take place in the future.

Commissioner Niemioja asked if additional testing and monitoring would take place.

Mr. Shustarich replied in the affirmative, stating that the liner and soils would have to be tested prior to any liner going down. He explained the leachate collection system, which would include sump collection areas, storage tanks, and pumping stations. The leachate is loaded into tanker trucks and brought to the wastewater treatment plant. For the gas system construction, they are proposing to use a horizontal gas collection system rather than vertical.

Commissioner Weber asked if a deeper pipe would draw less oxygen than a shallower pipe.

Mr. Shustarich replied that with this depth they would be concerned about drawing a heavy vacuum when using a vertical pipe.

Mr. Janusz added when drilling these gas wells they want to stay at least 10 feet above the liner.

Mr. Shustarich stated the steeper slopes will increase the velocity of the water coming down the slope, but not the volume. The surface water will then be directed to existing stormwater ponds. There will be no additional stormwater to collect; it will just be getting to the holding ponds faster.

Commissioner Lissarrague asked what the biggest contaminant was in the leachate.

Mr. Janusz responded that the groundwater contamination found in the groundwater was VOC's. They no longer see that in their leachate.

Mr. Shustarich advised that they will construct the side slope in four cells, with each cell being approximately 20 acres in size. Phase 6 will allow the office and scale infrastructure to stay in place until the final cell is completed. The existing topsoil and rooting zone soil will be stripped and stockpiled for future reuse and a new liner system will be put in place.

Commissioner Simon asked if this would be monitored post-closure.

Commissioner Janusz replied in the affirmative, stating by law they must perform post-closure monitoring for 30 years. To exit post-closure monitoring they must demonstrate that there is no groundwater contamination and no gas or leachate being generated.

Ms. Botten advised she would send commissioners information regarding a tour of the landfill/recycling plant.

Jeff Ubl, Barr Engineering, summarized the work they have been doing for the City regarding the side slope expansion proposal. He advised they have mainly been providing technical support for the MPCA application regarding gas migration, the draft EAW, and four rounds of application review. When reviewing the MPCA permit application they looked at twelve different items, but focused mostly on waste acceptance, groundwater monitoring, leachate recirculation,

solid waste composting, groundwater quality, and surface water management. They are in the process of preparing a letter to the City on these topics which will be included in the next Planning Commission packet. During that review they identified three potential environmental benefits with the side slope expansion, including improvement in groundwater quality because of the addition of a liner/cover over old unlined waste, new pumping stations could potentially remove more gas from the unlined area, and additional gas will be generated which can be converted to electricity.

Chair Maggi asked if there were any safety concerns with the proposed 3:1 slope.

Mr. Ubl replied that there was more risk to a 3:1 slope from an environmental standpoint as far as the potential for surface water eroding the final cover. Pine Bend Landfill has addressed those concerns; however, with their surface water management system and they have also increased their financial assurance. He advised that Pine Bend and other landfills have successfully used 3:1 slopes in the past.

Commissioner Lissarrague asked who was more likely to be hurt by that risk.

Mr. Ubl replied Pine Bend Landfill.

Commissioner Lissarrague asked if residents would be impacted by the expansion.

Mr. Ubl replied that he did not believe there would be any impact to residents, but rather there would be improvement to the groundwater quality. He advised that the surface water system is designed for a 100-year storm; if there was a 1,000-year storm there could be some additional erosion of the final cover system. That erosion; however, would be conveyed to the sedimentation basin and then there would be some overflow of water. The landfill would then remove that sediment.

Mr. Link advised Commissioners to contact him with any questions. He advised that MPCA received a few comments from residents during the EAW process, most of which were concerns regarding traffic or nuisances (i.e. litter, odor, etc.). which are common with any major industrial use. In this case the neighbors are quite a distance away.

Commissioner Lissarrague asked why the MPCA was involved.

Mr. Link replied that the MPCA was involved because of environmental impacts. Any landfill that operates in the state needs a permit from MPCA by law.

Commissioner Weber asked if the packets could be distributed earlier than usual because of the size.

Mr. Link replied that staff would try to get the packets out earlier if possible.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 20, 2018

SUBJECT: **PINE BEND LANDFILL – CASE NO. 17-36NCUC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a zoning code amendment to allow a side slope capacity expansion of an existing sanitary landfill as a conditional use permit providing the landfills have a non-conforming use certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, waste capacity, and acceptable wastes, a conditional use permit amendment to allow a side slope capacity expansion of the Pine Bend Landfill of 4.1 million cubic yards, including 3.5 million cubic yards of waste, and any other variances related thereto, and a non-conforming use certificate amendment to allow the capacity expansion, for the property located at 2495 – 117th Street. 29 notices were mailed.

Chair Maggi thanked Pine Bend Landfill for hosting a tour of the landfill and to Mr. Link for getting the report to Commissioners early per their request.

Presentation of Request

Tom Link, Community Development Director, explained the request as detailed in the report. He advised that the Pine Bend Sanitary Landfill currently has a permitted capacity of 29.8 million cubic yards; they are proposing to increase that by 4.1 million cubic yards. The expansion would not increase the height or footprint of the landfill but would increase the slopes from 5:1 to 3:1. The operations would remain the same, with the exception of the 3-4 month period it would take to construct the expansion. He provided background of the site, stating they received their first conditional use permit (CUP) in 1975. In 1991 the ordinance was changed, and these types of landfills were no longer allowed, but existing ones could continue. In 1995 there was an agreement between Pine Bend Landfill and the City called a Non-Conforming Use Certificate. A number of small requests have been approved since 1995 for accessory or minor uses such as a compost facility, electrical generation facility, truck and trailer storage, etc. In 2004 the City approved an expansion. In 2015 the MPCA conducted an Environmental Assessment Worksheet for the expansion. The conclusion was that there were no significant environmental affects and that an Environmental Impact Statement was not necessary. Pine Bend Landfill then made application to the MPCA for this side slope expansion. The application has been reviewed in part by the MPCA; however, they will not take final action until the City and Dakota County have approved the request. The zoning ordinance amendment would continue to prohibit sanitary landfills but would allow an exception by conditional use permit. That exception would only allow a side slope capacity expansion of an existing non-conforming sanitary landfill if the landfill has an NCUC. Staff found the requests to be consistent with the purpose and intent of the Comprehensive Plan and Zoning Ordinance, compatible with the surrounding land uses, do not pose an undue burden on City facilities and

services, are suitable to the property, and have minimal potential for increased environmental impacts. Barr Engineering reviewed the request and provided recommendations for amendments to the NCUC and CUP; these modifications have been incorporated into the documents. Barr also concluded that there are potential environmental benefits to the landfill's proposed expansion, including a reduction in the amount of leachate migrating into the groundwater, the generation of additional gas to be converted to electricity, and increased extraction of gas. Staff recommends approval of the requests.

Opening of Public Hearing

Jeff Brown, Pine Bend Landfill Operations Manager, 2495 – 117th Street, advised he was available to answer any questions.

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

Mr. Brown replied in the affirmative. He introduced the Republic Services team and explained their electrical generation facility operation in which gas from the landfill is converted into electricity.

Aaron Janusz, Environmental Engineer, Republic Services, summarized the request, explained the proposed side slope modification, and noted that installation of the proposed enhanced geosynthetic cover/liner (GCL) over the unlined areas will reduce infiltration and increase gas collection efficiency.

Commissioner Niemioja asked if the entire new area would have a geosynthetic cover liner over it.

Mr. Janusz replied in the affirmative, stating the expansion would extend the life of the landfill to 2030. He explained the extensive permitting process, with the four main issues being slope stability, leachate collection, gas system construction, and surface water management. They will be building four new cells about 20 acres in size, with the final cell holding the existing office building and scale.

Commissioner Niemioja asked of the potential for garbage slides and whether the grade of the slope could increase during filling.

Mr. Janusz replied it would never be steeper than a 3:1 slope, even during filling. He explained that they do extensive modeling of the slope design and do not anticipate any issues.

Commissioner Niemioja advised that garbage slides are typically due to foundation weaknesses, and asked how they have ascertained that the old fill is stable.

Tom Shustarich, Wenck Associates, stated that garbage slides are typically due to silty soil which loses its strength when it gets saturated. Pine Bend Landfill; however, has sand and gravel which is a good base for building a landfill.

Mr. Link advised that Barr Engineering researched soil stability and their concerns were

satisfied.

Commissioner Weber asked staff to address the landfill height not changing since it appeared to be increasing in the diagram.

Mr. Link advised that he believed the maximum height allowed was 1019 feet.

Mr. Janusz explained that they would be increasing some of the areas from their existing height, but at no point would it be higher than 1018 feet.

Commissioner Wippermann asked what actions were anticipated to address landfill gas migrating off the landfill site.

Mr. Janusz replied that they have gas monitoring probes along the perimeter of the landfill which are monitored quarterly, particularly on the east side of the landfill where they are seeing exceedances. Several years ago they started working with the MPCA on addressing that. They purchased the property to the east and are step-by-step looking at ways to intercept the gas before it gets to the probes. They are currently working with the City and Barr Engineering on a timeline for addressing that issue.

Commissioner Niemioja asked if there were any specific percentages of the potential for environmental benefits from the expansion.

Mr. Shustarich replied that putting the proposed liner over the landfill would likely have a 99% chance of reducing the leachate.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a zoning code amendment to allow a side slope capacity expansion of an existing sanitary landfill as a conditional use permit providing the landfills have a non-conforming use certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, waste capacity, and acceptable wastes, a conditional use permit amendment to allow a side slope capacity expansion of the Pine Bend Landfill of 4.1 million cubic yards, including 3.5 million cubic yards of waste, and any other variances related thereto, and a non-conforming use certificate amendment to allow the capacity expansion, for the property located at 2495 – 117th Street, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on February 26, 2018.

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – PARK AND RIDE FACILITIES - CASE NO: 18-04ZA

Meeting Date: March 12, 2018
Item Type: Regular Session
Contact: Heather Botten 651.450.2569
Prepared by:  Heather Botten, Associate Planner
Reviewed by:

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an Ordinance to add park-and-ride facilities to the list of Interim Uses

- Requires 3/5th's vote.

SUMMARY

City Council reviewed and approved the first reading of the Ordinance at the February 26, 2018 meeting. The Council discussed adding language defining a park-and-ride facility and adding a list of criteria to the ordinance language, to make the applicant aware of possible conditions for site approval.

Staff is proposing the following definition for a park-and-ride facility:

SECTION 10-2-2: RULES AND DEFINITIONS:

Park-and-ride facility: A designated parking area where individuals can park their private vehicles and access public or private transportation or carpool for the remainder of the journey. There are many different types of parking services and facilities available, including but not limited to: Metropolitan Council transit park-and-ride facilities, park-and-ride services set up by private companies, joint parking agreements with an off-site business, and remote airport parking (park-and-fly). The park-and-ride facility does not include a situation where transportation from the site and allowance of parking is part of a transaction that includes a rental of a hotel or motel room.

SECTION 10-14-2: INTERIM USES ENUMERATED:

I. Within B-3, B-4, and P zoning districts, park-and-ride facilities such as short-term parking and park-and-fly lots shall be allowed subject to the conditions contained in an approved interim use permit and subject to the following:

- a. the applicant shall show that there is no substantial conflict in the principal operating hours of the two or more uses for which the joint use of off street parking facilities is proposed.
- b. required parking facilities serving two or more uses may be located on the same lot provided that the total number of parking spaces so furnished shall be not less than the sum total of the separate requirements for each use during any peak hour parking period when the parking facility is utilized at the same time.
- c. off street parking spaces shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
- d. when making an interim use application the applicant shall address criteria such as landscaping, screening from abutting properties, lighting, access, security, storm water, traffic generation, hours of operation and snow removal for the proposed park-and-ride facility

March 12, 2018
Page 2

If an ordinance amendment is adopted, a separate interim use permit application would be required for each property interested in a park-and-ride facility, which would include neighbor notification, a public hearing, and the ability to add conditions to that specific property.

RECOMMENDATION

Planning Division: Recommends approval of the second reading of the two ordinance amendments as proposed.

Attachment: Ordinance

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, CHAPTER 2, SECTION 2, REGARDING THE DEFINITION OF PARK-AND-RIDE FACILITY AND TITLE 10, CHAPTER 14, SECTION 2, ADDING PARK-AND-RIDE FACILITIES TO THE LIST OF INTERIM USES

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. The definition of Park-and-Ride Facility to be added in Title 10, Chapter 2, Section 2, of the Inver Grove Heights City Code is hereby amended as follows:

PARK-AND-RIDE FACILITY: A designated parking area where individuals can park their private vehicles and access public or private transportation or carpool for the remainder of the journey. There are many different types of parking services and facilities available, including but not limited to: Metropolitan Council transit park-and-ride facilities, park-and-ride services set up by private companies, joint parking agreements with an off-site business, and remote airport parking (park-and-fly). The park-and-ride facility does not include a situation where transportation from the site and allowance of parking is part of a transaction that includes a rental of a hotel or motel room.

Section Two. Amendment. Title 10, Chapter 14-2, **INTERIM USES ENUMERATED**, of the Inver Grove Heights City Code is hereby amended to add the following:

- I. Within B-3, B-4, and P zoning districts, park-and-ride facilities such as short-term parking and park-and-fly lots shall be allowed subject to the conditions contained in an approved interim use permit and subject to the following:
 1. the applicant shall show that there is no substantial conflict in the principal operating hours of the two or more uses for which the joint use of off street parking facilities is proposed.
 2. required parking facilities serving two or more uses may be located on the same lot, provided that the total number of parking spaces so furnished shall be not less than the sum total of the separate requirements for each use during any peak hour parking period when the parking facility is utilized at the same time.
 3. off street parking spaces shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
 4. when making an interim use application the applicant shall address criteria such as landscaping, screening from abutting properties, lighting, access, security, storm water, traffic generation, hours of operation and snow removal for the proposed park-and-ride facility

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ADAM MILLER - Case No. 18-10V

Meeting Date: March 12, 2018
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance to allow an accessory structure 36 feet from the side property line whereas 50 feet is required for property located at 1358 Courthouse Boulevard.

- Requires a 3/5th's vote.
- 60-day deadline: April 4, 2018 (first 60 days)

SUMMARY

The applicant is requesting to construct an accessory structure with a 1,000 square foot footprint. There will be a partial second floor in the structure that increases the gross square foot to 1,320 square feet. Structures with greater than 1,000 gross square feet require a 50 foot setback.

ANALYSIS

The property is 10.5 acres in size and located within the Northwest Area. The structure is to be used for personal property only and cannot be used for any business use. The property contains a large wetland and the entire site slopes downward towards the wetland. There is limited flat area on the lot suitable for structure placement. The location proposed has a limited building area width. There would not be enough room to meet the 50 foot setback without impacting the steep topography near the wetland. The steep topography of the lot limits the location of structures thus providing a practical difficulty to approve the variance.

RECOMMENDATION

Planning Division. Recommends approval of the variance with the topography of the lot being the practical difficulty.

Planning Commission. The Commission had little discussion and recommended approval of the variance as presented. (8-0).

Attachments: Resolution approving the Variance
Planning Staff Report

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE 36
FEET FROM THE SIDE PROPERTY LINE WHEREAS 50 FEET IS REQUIRED**

**CASE NO. 18-10V
(Adam Miller)**

Property located at 1358 Courthouse Boulevard and legally described as follows:

SECTION 7, TOWNSHIP 27, RANGE 22

**PT OF SW 1/4 OF SE 1/4 LYING S OF STH #55 & W OF LINE BEG S LINE 790 FT W OF SE COR
N 33D 01M E 101.19 FT N 27D 26M 05S E 199.13 FT N 45D 47M 45S E 271.87 FT TO S R/W
HGWAY & THERE TERMINATING**

WHEREAS, an application has been received for a variance to allow an accessory structure to be located within the side yard setback;

WHEREAS, the afore described property is zoned A, Agricultural;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on March 6, 2018 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

The steep topography of the lot limits the ability to locate structures within the required setback.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory structure 36 feet from the side property line is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the Site Plan dated 1/29/18 on file with the Planning Division except as modified herein.
2. A drainage plan and erosion control plan shall be submitted to the City and approved by the City Engineer prior to issuance of a building permit and shall also be subject to comments made in memo from City Engineer dated 2/1/318
3. The exposed metal siding of the storage container shall be covered by the same exterior siding as used on the rest of the accessory structure.
4. The accessory building shall not be used for a commercial use, home occupation or for storage related to a commercial use.
5. The accessory structure shall be for personal use only. No use of the structure for agricultural or commercial greenhouse or commercial horse stable shall be allowed unless an interim use permit is approved by the City Council.

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

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

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

REPORT DATE: February 28, 2018

CASE NO: 18-10V

HEARING DATE: March 6, 2018

APPLICANT/PROPERTY OWNER: Adam Miller

REQUEST: Variance from setbacks for an accessory structure

LOCATION: 1358 Courthouse Boulevard

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct a new accessory structure. The structure consists of a metal shipping container and a wood frame building constructed around the container. Total gross square footage would be 1,320 square feet. The overall footprint of the building is 1,000 square feet, but there would be a second story over the metal shipping container. Total height of the structure would be 25 feet to the top of the roof line. The applicant originally proposed the building with a height of 29 feet. The applicant has since revised their plan to avoid a variance from maximum height. There are no other accessory structures on the property. The applicant indicates the building is needed to store personal property and will not be used for any commercial business. The property is located within the Northwest Area which limits buildings used for agricultural purposes and commercial greenhouses, horse stables be allowed only by Interim Use Permit. The applicant has indicated the building will not be used for these purposes.

The applicant was issued a permit for a 1,000 square foot foundation slab last year setback 35 feet from the nearest property line.

The property is approximately 10.5 acres in size. Maximum total gross square footage for an accessory structure on a lot of this size is 2,400 square feet. Any accessory structure greater than 1,000 gross square feet must be setback at least 50 feet from all property lines. In this case, a setback variance is being requested from the 50 foot setback.

SPECIFIC REQUESTS

The variance request consists of the following:

1. Variance to allow an accessory structure greater than 1,000 gross square feet to be setback 35 feet from the east property line, whereas 50 feet is required.

EVALUATION OF THE REQUEST

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

North – Hwy 55.

East – Single family residential; zoned A; guided RDR.

West – Single family residential; zoned A; guided RDR.

South – Single family residential; zoned A; guided RDR.

VARIANCE REVIEW

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

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

The City recognizes that within the large lot rural residential portions of the City, larger accessory structures can be appropriate. The gross square footage does not exceed the maximum. While larger structures are to achieve a greater setback, the topography limits the possible location of structures on the lot. Staff does believe the variance request is consistent with, or in harmony with the zoning ordinance and comprehensive plan.

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

Larger accessory structures are allowed on agricultural zoned property. The proposed structure does not exceed maximum size limits. Accessory structures are a typical use on acreage property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property contains a body of water close to the center of the site. The land drops off steeply down to the water body. There is approximately 70 feet between the property line and the drop off. The steep topography greatly limits buildable areas on the lot. The applicant proposes to have the building as far from the property line as topography allows. Lot topography provides unique circumstances to create a practical difficulty.

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

Larger accessory buildings are typical in large lot areas. A setback reduction of 15 feet would not appear to alter the character of the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

Engineering has reviewed the application and noted that if the variance is approved a grading plan and erosion control plan must be submitted to the city and approved by the City Engineer before a building permit can be issued. Engineering also notes that a storm water management plan may be necessary if land disturbance is more than 1,000 square feet.

The metal storage container that would be part of the structure does not meet the exterior building surface requirements. The applicant has agreed to place the same siding material used on the structure walls over the exterior of the one side of the metal storage container. The whole structure would then comply with exterior material standards. This should be a condition of approval.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the request should be recommended for approval subject to the following conditions:
- a. The site shall be developed in substantial conformance with the Site Plan dated 1/29/18 on file with the Planning Division except as modified herein.
 - b. A drainage plan and erosion control plan shall be submitted to the City and approved by the City Engineer prior to issuance of a building permit and shall also be subject to comments made in memo from City Engineer dated 2/1/318
 - c. The exposed metal siding of the storage container shall be covered by the same exterior siding as used on the rest of the accessory structure.
 - d. The accessory building shall not be used for a commercial use, home occupation or for storage related to a commercial use.
 - e. The accessory structure shall be for personal use only. No use of the structure for agricultural or commercial greenhouse or commercial horse stable shall be allowed unless an interim use permit is approved by the City Council.

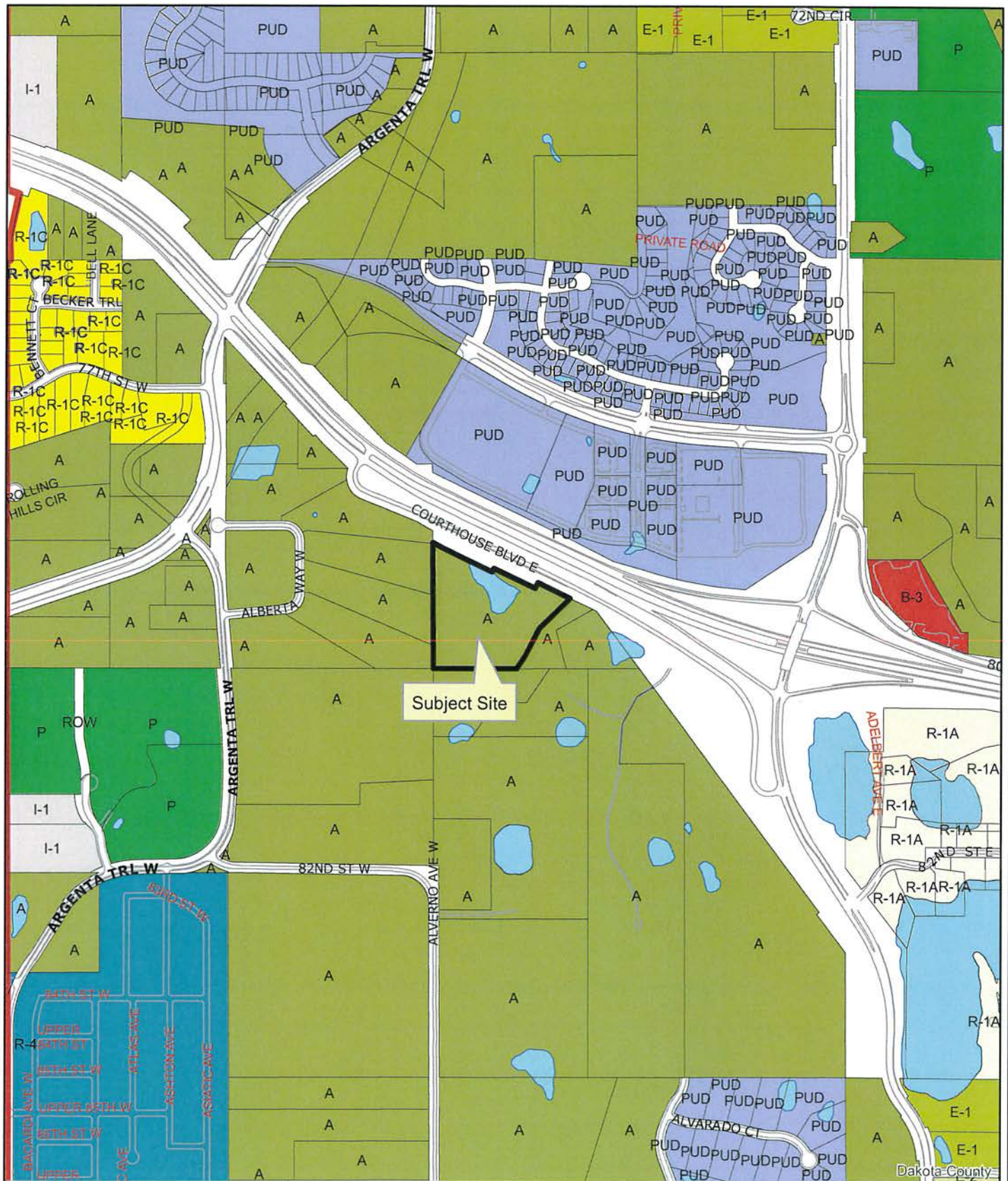
Practical difficulty: The steep topography of the lot limits the location of structures thus providing a practical difficulty to approve the variance.

- 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 topographic limitations of the lot, staff recommends approval of the setback variance as presented.

Attachments: Exhibit A –Location Map
Exhibit B –Narrative
Exhibit C – Site Plan
Exhibit D – Topography Map
Exhibit E – Building Elevations



Allan Hunting

From: adam Miller <adam.miller.john@gmail.com>
Sent: Friday, February 23, 2018 9:51 AM
To: Allan Hunting
Subject: Re: Variance Application

Allan,

I have revised the building design and have made adjustments to the roof line so the overall building height of the accessory structure will be 25 feet. I am no longer in need of a height variance. I am in the midst of correcting the plans to show the changes and will submit the corrections as soon as possible. Thank you for your time.

Adam Miller

612-916-5399

On Thu, Feb 22, 2018 at 1:22 PM, Allan Hunting <ahunting@invergroveheights.org> wrote:

Adam,

Per our phone conversation today, you indicated you are going to make adjustments so the overall building height of the accessory structure will be 25 feet. Could you please respond in your own words this is what you intend to do. That will eliminate the need for a height variance. Your application will then be just for the setback variance.

Thanks

Allan Hunting

Allan Hunting | City Planner

Tel: [651-450-2554](tel:651-450-2554) | Fax: [651-259-8044](tel:651-259-8044)

City of Inver Grove Heights | [8150 Barbara Ave](https://www.invergroveheights.org) | [Inver Grove Heights](https://www.invergroveheights.org) | [Minnesota](https://www.invergroveheights.org) | [55077](https://www.invergroveheights.org)

ahunting@invergroveheights.org | www.invergroveheights.org

Jan 29, 2018

Variance Request:
Adam Miller
1358 Courthouse Blvd
Inver Grove Heights, MN 55077
Parcel: 20-00700-79-012

To Whom It May Concern:

This is a request for Variance at the above address for set back distance allowed from the east property line and allowed height of structure.

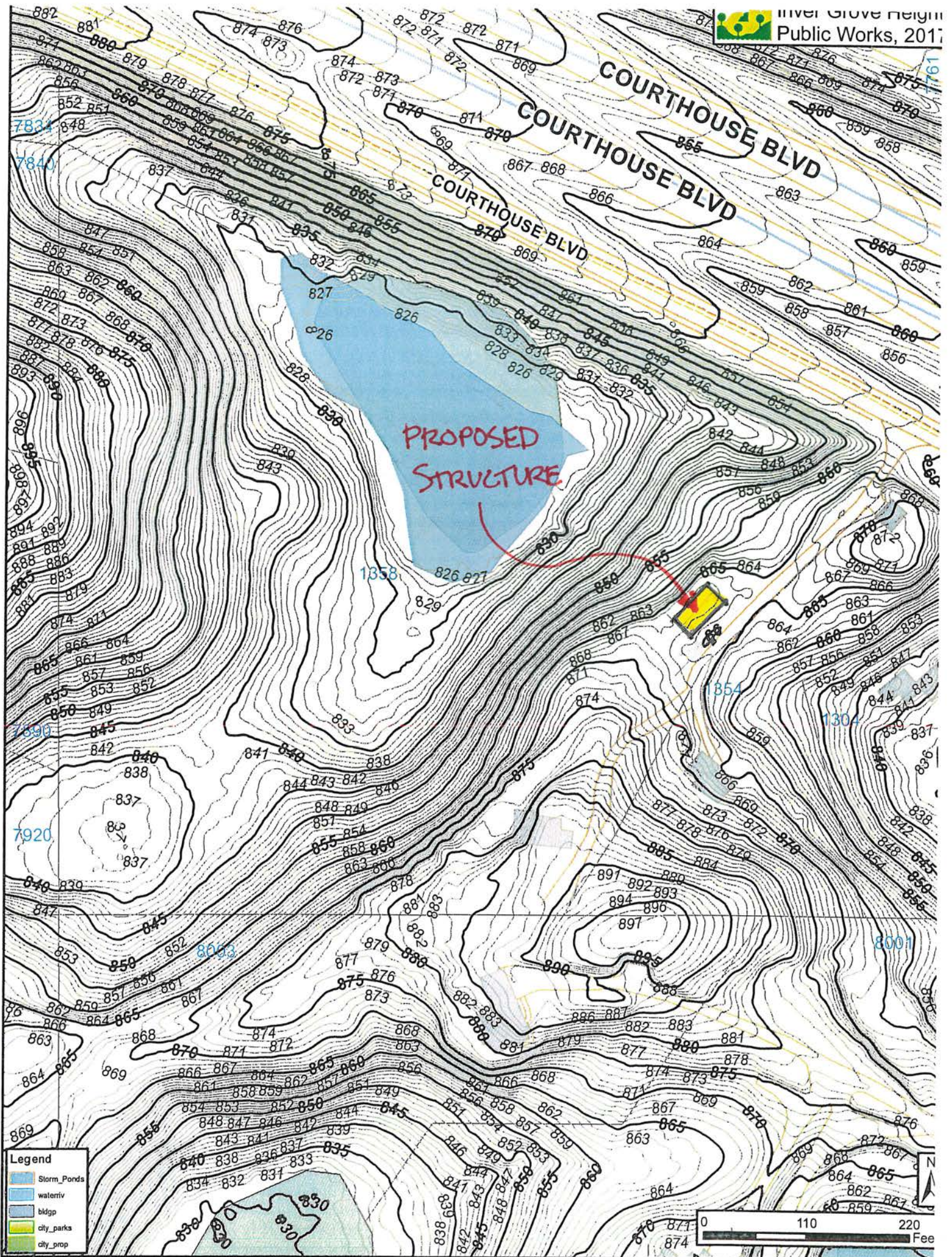
The topographical nature of the property as well as set backs from water wright of ways does not allow for the proposed structure to meet the required 50ft set back from the east property line. Besides where the house and drain field are placed on the property, this is the only practical building site for an accessory structure on the property. As it sits, a 1000 sq ft approved and permitted slab was poured 35ft west of the east property line in the Fall of 2017 in anticipation of building an accessory structure. After the submitted structure passed the Engineering review, planning brought to our attention that because of the vertical storage space the proposed structure did not meet the set back or height requirements of what was allowed, as it's total square footage, not footprint, exceeded the 1000 sq ft limit. Because of the small footprint for the building site due to the topographical nature of the property as well as set backs from water wright of ways, we are forced to build up vertically in order to meet our structure needs. As of now, there are no accessory structures on the property of which we are allowed per our zoning up to 2400 sq ft of outbuilding.

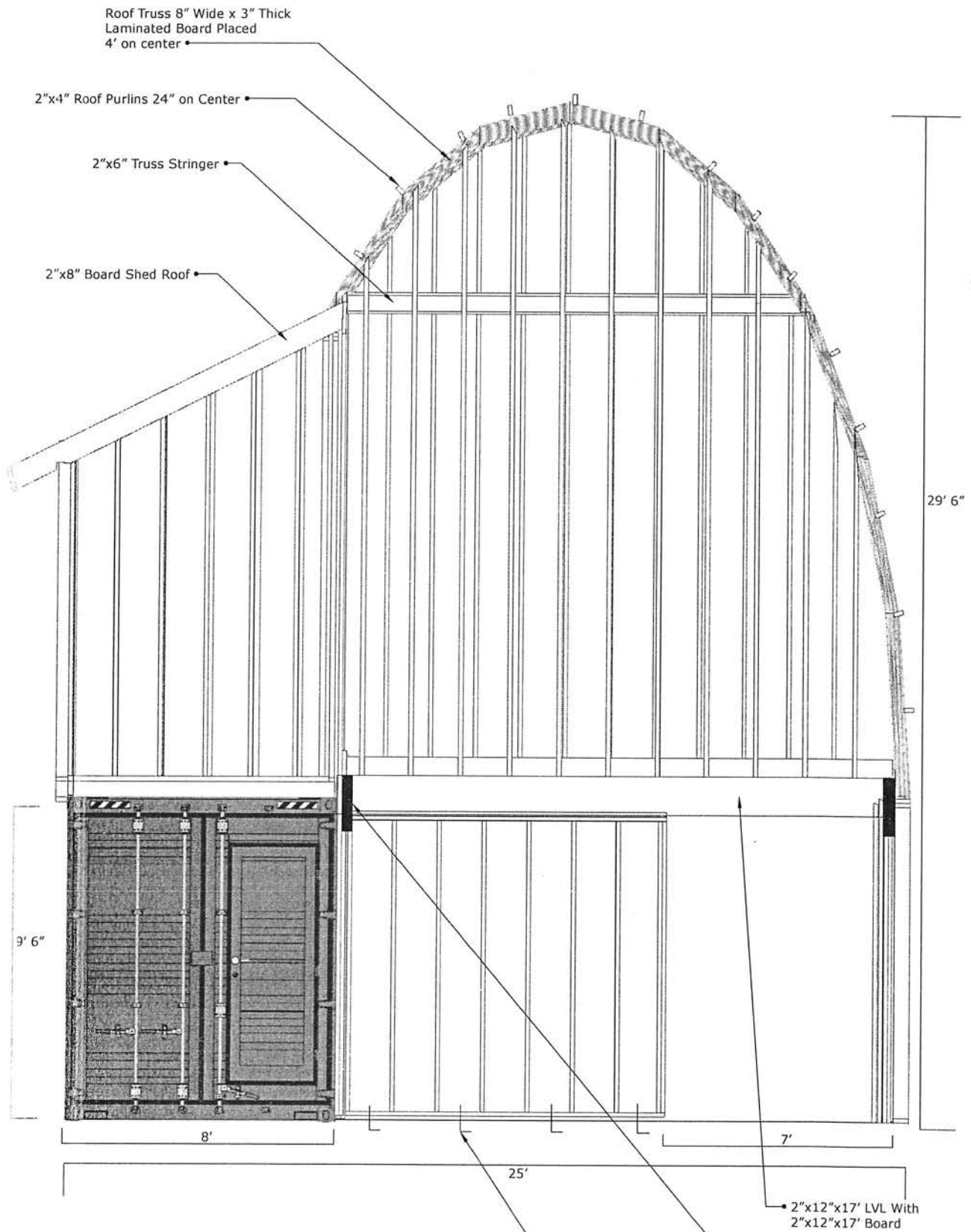
Thank you for your consideration

Adam Miller

Parcel: 20-00706-79-012







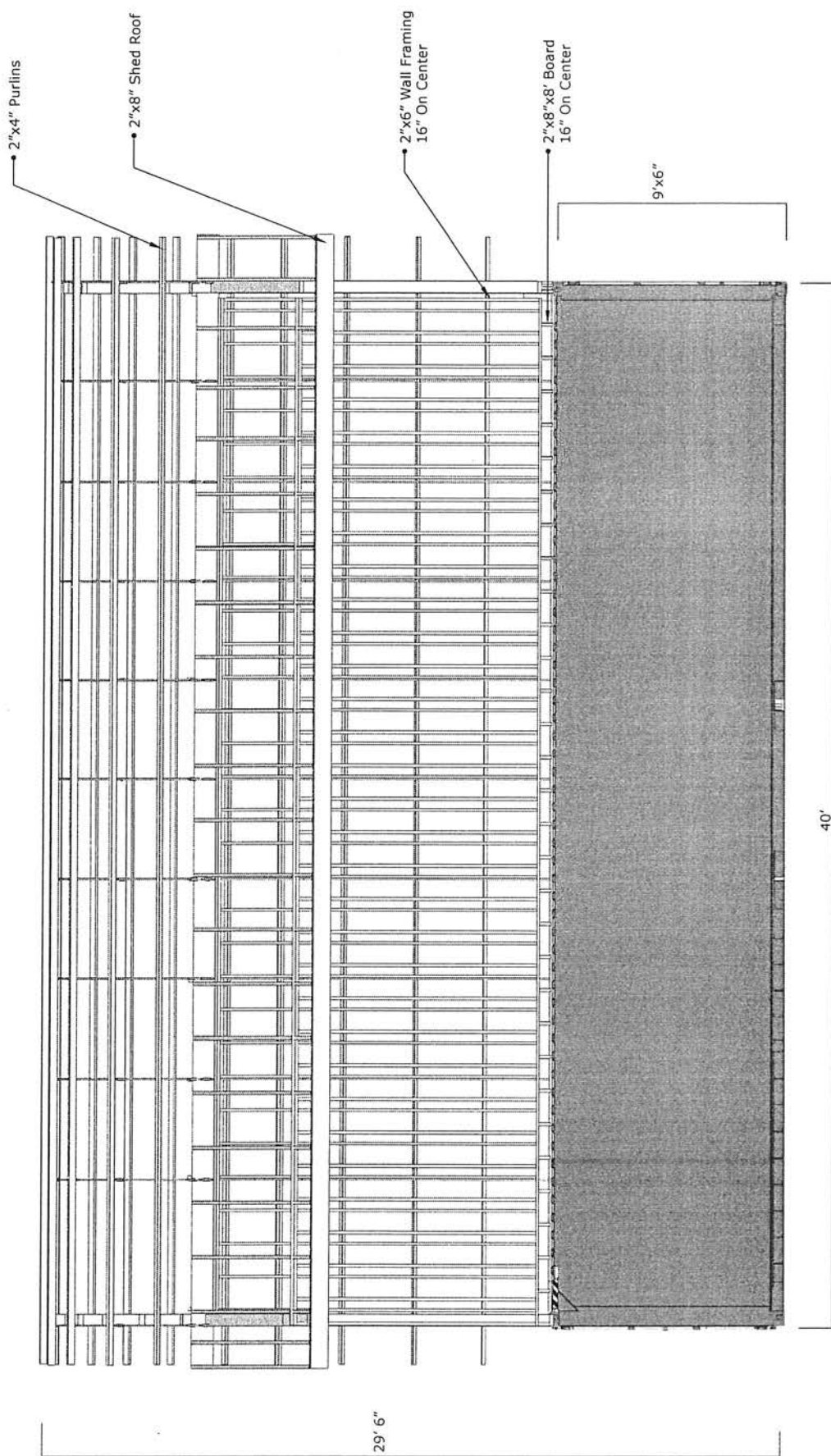
Barn Sided:
1/2" LP Smartside
Panels.

Roof:
Pro-Snap Steel Roof System Secured
To Purlins Every 24" As Suggested By
Manufacturer Over Full Synthetic
Ice And Water Roof Coating

Framing:

All Walls Constructed Using 2"x6"
Board Lumber Placed 16" on Center

Scale: 3/8" = 1'



Scale: 1/4" = 1'

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◊DONALD L. HOEFT
BRIDGET McCAULEY NASON
TONA T. DOVE
AARON 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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Kenneth Rohlf, City Attorneys
DATE: March 7, 2018
RE: Authorization for the Use of Eminent Domain Process to Acquire Easements for Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2017-24 and Installation of Trunk Watermain in the Northwest Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03

Section 1. Background.

On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

To facilitate the Project, the City must acquire the following easements prior to the construction of the Project:

Parcel 1, Robert Dalsin and Barbara D. Dalsin: Permanent public street, roadway, highway and/or right of way easement; Permanent retaining wall, drainage, utility and ponding easement; Temporary construction easement.

Parcel 2, Marylin L. Murphy: Permanent public street, roadway, highway and/or right of way easement; Permanent drainage, utility and ponding easement; Temporary construction easement.

Parcel 3, Lisa J. Lojovich and Bradley J. Lojovich: Permanent drainage and utility easement; Temporary construction easement.

Parcels 4 and 5, William P. Nichols and Cynthia Nichols: Permanent public street, roadway, highway and or right of way easement and utility and drainage easement; Permanent retaining wall, drainage and utility easement; Temporary construction easement.

Parcel 6, Thomas L. Peltier: Permanent public street, roadway, highway and or right of way easement; Permanent retaining wall, drainage and utility easement; Temporary construction easement.

Parcel 7, Thomas C. Lund and Deborah L. Lund: Permanent drainage and utility easement; Temporary construction easement.

Parcel 8, Clyde Wille and Sandra Wille: Temporary construction easement.

The City has been assisted by its property acquisition consultant, Evergreen Land Services Company ("Evergreen"), in the direct purchase of the various property rights required from the Landowners for the Project. Thus far, Evergreen has been unable to acquire the easement parcels from any of the Landowners by direct purchase.

Pursuant to Minnesota Statutes, the City is required to provide a final offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings. The City completed an update to its appraisals for the affected parcels and, on or before February 16, 2018, made a final written offer to the Landowners based upon the updated appraisals.

A separate Confidential Memo covered by the attorney-client privilege was previously sent to the Council concerning the details of the appraisals and the final written offers presented to the affected Landowners.

Section 2. Discussion. To meet the schedule for Project No. 2017-24 and 2017-03, the City should immediately initiate eminent domain proceedings. State law requires the City to serve a 90-day notice upon the property owner prior to securing the right to utilize the easement areas. Under the attached timeline, the City would mail the 90-day quick-take notice to the Landowners file the Petition for Condemnation on or about March 16, 2018. City staff will continue to negotiate easement acquisition settlement with the Landowners even after the eminent domain proceeding has been initiated.

Section 3. Requested Action. City staff recommends that the City Council approve the attached Resolution Approving the Use of Eminent Domain Quick-Take Processes to Acquire Easements from Robert M. and Barbara D. Dalsin, Marilyn L. Murphy (Contract for Deed Vendor) and Source Land Capital, LLC (Contract for Deed Vendee), Bradley J. and Lisa J. Lojovich, William P. and Cynthia Nichols, Thomas L. Peltier, Thomas C. and Deborah L. Lund, and Clyde and Sandra Wille, as Required for City Projects 2017-24 and 2017-03

Eminent Domain Property Acquisition Timeline
65th Street Improvements (Project No. 2017-24) and
Trunk Watermain Improvements (Project No. 2017-03
LGM File No. 81000.09079 (Updated February 21, 2018)

Wednesday – March 14, 2018: The City’s final written offer must be accepted in writing by the property owner on or before this date.

Monday – March 12, 2018 – Council Meeting: The City Council will pass a Resolution authorizing eminent domain and approving the appraised value of permanent public street, roadway, highway and/or right-of-way easement rights and the permanent retaining wall, ponding and drainage and utility easements to be condemned using the quick-take statute, Minn. Stat. § 117.042.

By Friday – March 16, 2018: City Attorney files a District Court Condemnation Petition and records a Notice of Lis Pendens.

City Attorney effectuates Three (3) Parallel Eminent Domain Notice Processes.

- 1) Mail 90-day quick-take notices pursuant to Minn. Stat. § 117.042.
- 2) Begin personal service of the objects of the petition pursuant to Minn. Stat. § 117.055.
- 3) Begin 3-weeks published notice pursuant to Minn. Stat. § 117.055.

By Friday – June 29, (105 days): City Attorney completes the Three (3) Parallel Eminent Domain Process Time Periods: 1) 90-day quick take notice period (15 days of “float” is allowed for re-service of 90-day quick take notices, as necessary); 2) Personal service is usually completed prior to the expiration of the 90-day quick take notice period (personal service must be complete 20-days prior to petition hearing); and, 3) the 3-weeks published notice is usually completed prior to the expiration of the 90-day quick take notice period (published notice must be completed prior to petition hearing).

By Wednesday – July 25, 2018 (26 days): City Attorney completes a District Court Hearing on the City’s Condemnation Petition that requests that the District Court award the City with title and possession to the permanent and temporary easement rights. City Attorney also pays or deposits the City’s quick take payment in order to achieve title and possession to the permanent and temporary easement rights. This timeline assumes that there is not a contested Petition Hearing whereby the property owner challenges the City’s public purpose and/or necessity to use its power of eminent domain to take the permanent and temporary easement rights.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 18-**

**RESOLUTION APPROVING THE USE OF EMINENT DOMAIN
TO ACQUIRE TEMPORARY AND PERMANENT EASEMENT RIGHTS
FROM PRIVATE PROPERTY OWNERS AS REQUIRED FOR
TRUNK HIGHWAY 3 INTERSECTION IMPROVEMENTS FOR THE
65TH STREET PROJECT - CITY PROJECT NO. 2017-24 AND
FOR THE INSTALLATION OF TRUNK WATERMAIN IN THE NWA AREA OF THE
CITY ON 65TH STREET BETWEEN TRUNK HIGHWAY 3 AND BLACKSTONE
RIDGE – CITY PROJECT NO. 2017-03**

WHEREAS, on May 11, 2015, the City Council (the “City”) approved a proposal for engineer services from WSB & Associates, Inc. for preparation of the feasibility report and other engineering services for City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail); and

WHEREAS, on January 9, 2017, the City Council established City Project No. 2017-03 – NWA Trunk Watermain Improvements – 5th Street Loop (Phase III of 2015-12) Highway 3 to Blackstone Ridge; and

WHEREAS, on April 10, 2017, the City Council authorized design on the T.H. 3 Intersection only; and

WHEREAS, on September 25, 2017, after preliminary review of easement needs, review of easement appraisals, review of the coordination with 65th Street construction, review of differing methods of street and highway construction, and receiving engineering guidance, the City Council adopted Resolution No. 2017-175, separating the T.H. 3 intersection improvements for the 65th Street Project from Project No. 2015-03 and establishing City Project No. 2017-24 as the first step in the City’s 65th Street and T.H. Roadway Improvement Project in order to allow the City to proceed toward the construction of the intersection on T.H. 3 within the time frame proposed in 2018 and in conjunction with County work at T.H. 3 and 70th Street; and

WHEREAS, on September 25, 2017, the City Council adopted Resolution No. 2017-176, receiving and accepting WSB’s proposal for professional engineering services for a feasibility report for City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge, authorizing the City Engineer to secure geotechnical testing services for the Project and authorizing the City Engineer and City Attorney, along with necessary consultants to secure the right-of-way and easements necessary for the Project; and

WHEREAS, on September 25, 2017, the City Council adopted Resolution No. 2017-178, receiving and accepting WSB’s proposal for professional services for a feasibility report for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project, authorizing the City Engineer to secure geotechnical testing services for the Project and

authorizing the City Engineer and City Attorney, along with necessary consultants to secure the right-of-way and easements necessary for the Project; and

WHEREAS, on October 9, 2017, the City Council received and accepted the final feasibility studies for City Projects No. 2017-03 and 2017-24, scheduled a public hearing for both Projects on November 13, 2017, authorized preparation of the plans and specifications for the Projects, and authorized the City Attorney to begin preparations for land acquisition services; and

WHEREAS, published notice for City Projects 2017-03 and 2017-24 was given pursuant to Minn. Stat. § 429.031, a notice of public hearing was mailed to owners of affected parcels and the hearing was held thereon on November 13, 2017, at which time all persons desiring to be heard were given an opportunity to be heard; and

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project, authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners and the Council, authorizing the City Engineer and/or consultants to assist the City Attorney in negotiations for easements, and authorizing the use of eminent domain; and

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge, authorizing the City Attorney to complete the easement acquisition by negotiation with the property owners and the Council, authorizing the City Engineer and/or consultants to assist the City Attorney in negotiations for easements, and authorizing the use of eminent domain; and

WHEREAS, to facilitate the Project, the City must acquire the following easements prior to the construction of the Project:

Parcel 1, Robert Dalsin and Barbara D. Dalsin: Permanent public street, roadway, highway and/or right of way easement; Permanent retaining wall, drainage, utility and ponding easement; Temporary construction easement.

Parcel 2, Garold M. Murphy and Marilyn L. Murphy: Permanent public street, roadway, highway and/or right of way easement; Permanent drainage, utility and ponding easement; Temporary construction easement.

Parcel 3, Lisa J. Lojovich and Bradley J. Lojovich: Permanent drainage and utility easement; Temporary construction easement.

Parcels 4 and 5, William P. Nichols and Cynthia Nichols: Permanent public street, roadway, highway and or right of way easement and utility and drainage easement; Permanent retaining wall, drainage and utility easement; Temporary construction

easement.

Parcel 6, Thomas L. Peltier: Permanent public street, roadway, highway and or right of way easement; Permanent retaining wall, drainage and utility easement; Temporary construction easement.

Parcel 7, Thomas C. Lund and Deborah L. Lund: Permanent drainage and utility easement; Temporary construction easement.

Parcel 8, Clyde Wille and Sandra Wille: Temporary construction easement.

and

WHEREAS, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the permanent and temporary construction easements from the Landowners as required for the Project; and

WHEREAS, the City (and its consultant) were unable to acquire the easement parcels from the Landowners by direct purchase; and

WHEREAS, in 2006, the State of Minnesota enacted various eminent domain reforms including an amendment to Minn. Stat. § 117.036 which: a) requires the City to provide the property owner with a copy of the City's appraisal and inform the property owner of the right to obtain an appraisal and receive reimbursement of appraisal costs pursuant to § 117.036, b) requires reimbursement of a property owner's appraisal costs up to \$1,500 for single family and two-family residential property and minimum damage acquisitions (i.e. appraised damages of \$10,000 or less) and \$5,000 for other types of property, and c) requires good faith negotiations which include a good faith attempt to negotiate personally with the property owner; and

WHEREAS, the City has complied with the statutory appraisal copy disclosure, notice of property owner appraisal rights, appraisal cost reimbursement, and good faith negotiation requirements of Minn. Stat. § 117.036; and

WHEREAS, on or before February 16, 2018, the City Attorney's Office made the final written offers of just compensation pursuant to Minn. Stat. § 117.031 to the Landowners; and

WHEREAS, as of March 12, 2018, the City Attorney and/or the City's direct purchase consultant have been unable to reach a settlement with the affected Landowners; and

WHEREAS, the City Appraiser's approved appraisal of value for each of the affected Landowners is shown in Exhibit No. 1; and

WHEREAS, Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the "quick take" statute. If a condemning authority does not utilize the

“quick take” statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period; and

WHEREAS, the City would be unable to advertise, receive bids and award a single construction contract for the Project unless it utilizes the “quick take” statute. The 90-day “quick take” procedure must be utilized: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project; and

WHEREAS, the City staff recommends that the Inver Grove Heights City Council authorize the use of the City’s power of eminent domain for the acquisition of the easement parcels shown in Exhibit No. 1 as required for the Project.

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

- 1) That the City Council hereby authorizes the use of eminent domain for the acquisition of the easement parcels shown in Exhibit No. 1 as required for the Project.
- 2) That the City Council approves the appraised values of the easement takings as listed in Exhibit No. 1 and finds that a 90-day “quick take” is required pursuant to Minnesota Statutes, § 117.042: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project.
- 3) That the Director of Public Works, City Attorney and/or City consultants are directed to continue good faith settlement negotiations with the Landowners listed in Exhibit No. 1; and, the Director of Public Works and City Attorney are authorized to take the necessary action pursuant to Minnesota Statutes, Chapter 117, to acquire the property rights required for Project No. 2017-24.

Passed this ___ day of March, 2018

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Exhibit No. 1

Parcel Number	Fee Owner	Address of Property	Approved Appraisal of Value
1	Robert and Barbara D. Dalsin	6637 South Robert Trail	\$86,900
2	Garold M. and Marylin L. Murphy	6477 South Robert Trail	\$172,200
3	Bradley J. and Lisa J. Lojovich	6386 South Robert Trail	\$1,300
4 and 5	William P. and Cynthia Nichols	6302 South Robert Trail	\$23,900
6	Thomas L. Peltier	6520 South Robert Trail	\$86,000
7	Thomas C. and Deborah L. Lund	6680 South Robert Trail	\$10,200
8	Clyde and Sandra Wille	6570 South Robert Trail	\$13,400

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Awarding Contract for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots

Meeting Date: March 12, 2018
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572 *DK*
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

SUMMARY

Bids were opened at 10:00 a.m. on December 21, 2018 for the subject projects. Seven contractors submitted bids. McNamara Contracting is the lowest responsible bidder with a total bid amount of \$4,189,854.00. The bid amount was 20.0 percent lower than the Engineer's Report.

The bids were received as follows:

BIDDER	TOTAL BASE BID	BID ALT. NO. 1	BID ALT. NO. 2	BID ALT. NO. 3	TOTAL BASE BID PLUS BID ALTS.
McNamara Contracting	\$3,305,441.50	\$24,456.00	\$467,919.50	\$392,037.00	\$4,189,854.00
Valley Paving Inc.	\$3,768,724.11	\$35,022.00	\$469,367.50	\$352,790.20	\$4,625,903.81
Park Construction	\$3,809,332.35	\$30,706.30	\$436,632.90	\$353,715.75	\$4,630,387.30
Meyer Contracting Inc.	\$3,893,461.37	\$29,205.70	\$437,472.04	\$362,241.89	\$4,722,381.00
Max Steininger Inc.	\$3,900,257.55	\$26,540.70	\$469,318.16	\$390,303.35	\$4,786,419.77
Frattalone Companies	\$3,941,295.40	\$27,904.75	\$487,139.75	\$417,417.20	\$4,873,757.10
Bituminous Roadways	\$4,384,439.70	\$23,769.00	\$515,063.50	\$444,679.30	\$5,367,951.50

CITY PROJECT	TOTAL BASE BID	BID ALT. NO. 1 (80 TH ST CROSSING)	BID ALT. NO. 2 (VMCC LOT)	BID ALT. NO. 3 (GOLF COURSE LOT)	TOTAL CONTRACT AWARD
2015-09D	\$3,305,441.50	\$24,456.00			\$3,329,897.50
2017-21			\$467,919.50	\$392,037.00	\$859,956.50

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract, including the Base Bid and all Bid Alternates, to McNamara Contracting for a total contract amount of \$4,189,854.00, with \$3,329,897.50 for City Project No. 2015-09D – Broderick Boulevard Reconstruction and \$859,956.50 for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

SWD/kf

Attachments: Resolution
 Summary of Bids from Kimley-Horn

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD AREA RECONSTRUCTION AND CITY PROJECT NO. 2017-21 – VMCC/GOLF COURSE
PARKING LOTS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, and submitted a bid bond; and

BIDDER	TOTAL BASE BID	BID ALT. NO. 1	BID ALT. NO. 2	BID ALT. NO. 3	TOTAL BASE BID PLUS BID ALTS.
McNamara Contracting	\$3,305,441.50	\$24,456.00	\$467,919.50	\$392,037.00	\$4,189,854.00
Valley Paving Inc.	\$3,768,724.11	\$35,022.00	\$469,367.50	\$352,790.20	\$4,625,903.81
Park Construction	\$3,809,332.35	\$30,706.30	\$436,632.90	\$353,715.75	\$4,630,387.30
Meyer Contracting Inc.	\$3,893,461.37	\$29,205.70	\$437,472.04	\$362,241.89	\$4,722,381.00
Max Steining Inc.	\$3,900,257.55	\$26,540.70	\$469,318.16	\$390,303.35	\$4,786,419.77
Frattalone Companies	\$3,941,295.40	\$27,904.75	\$487,139.75	\$417,417.20	\$4,873,757.10
Bituminous Roadways	\$4,384,439.70	\$23,769.00	\$515,063.50	\$444,679.30	\$5,367,951.50

WHEREAS, McNamara Contracting is the lowest responsible bidder with a total bid, including the Base Bid plus all Alternates, of \$4,189,854.00, with \$3,329,897.50 for City Project No. 2015-09D – Broderick Boulevard Reconstruction and \$859,956.50 for City Project No. 2017-21 – VMCC/Golf Course Parking Lots..

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with McNamara Contracting, Inc. in the name of the City of Inver Grove Heights, for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City Project No. 2015-09D – Broderick Boulevard Reconstruction shall be funded through the Pavement Management Fund, Special Assessments, Utility Funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, and Street Reconstruction Bonds. City Project No. 2017-21 – VMCC/Golf Course Parking Lots shall be funded through the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 12th day of March 2018

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk



December 21, 2017

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Summary of Bids
CP 2015-09D Broderick Boulevard Reconstruction
CP 2017-21 VMCC/Golf Course Parking Lots

Dear Mr. Kaldunski:

At 10:00 a.m. on Thursday, December 21, 2017 bids were received and opened for the above-referenced project. The bidding documents included CP 2015-09D as the base bid and three bid alternates which included CP 2017-21. Bids were received from seven (7) contractors with the bid amounts as follows:

Contractor	Total Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3
McNamara Contracting	\$3,305,441.50	\$24,456.00	\$467,919.50	\$392,037.00
Valley Paving Inc	\$3,768,724.11	\$35,022.00	\$469,367.50	\$352,790.20
Park Construction	\$3,809,332.35	\$30,706.30	\$436,632.90	\$353,715.75
Meyer Contracting Inc	\$3,893,461.37	\$29,205.70	\$437,472.04	\$362,241.89
Max Steininger Inc	\$3,900,257.55	\$26,540.70	\$469,318.16	\$390,303.35
Frattalone Companies	\$3,941,295.40	\$27,904.75	\$487,139.75	\$417,417.20
Bituminous Roadways	\$4,384,439.70	\$23,769.00	\$515,063.50	\$444,679.30

**All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts. No errors were found in the bids.*

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the two (2) addenda that were issued for the project.

After tabulation of bids, McNamara Contracting is the apparent low bidder with a total base bid plus bid alternates amount of \$4,189,854.00. The apparent low bid of \$4,189,854.00 is 20% less than the engineer's estimate of \$5,240,079. McNamara is the apparent low bidder with the base bid plus any combination of the bid alternates.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in black ink, appearing to read "Eric Fosmo". The signature is fluid and cursive, with a large initial "E" and "F".

Eric Fosmo, P.E.
Project Manager

Enclosure: Bid Tabulation

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 for City Project No. 2017-21 VMCC/Golf Course Parking Lots

Meeting Date: March 12, 2018
 Item Type: Regular
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2017-21 VMCC/Golf Course Parking Lots.

SUMMARY

Bids for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 VMCC/Golf Course Parking Lots were opened together on December 21, 2017. McNamara Contracting, Inc. was the lowest responsible bidder for the base bid plus any combination of bid alternates.

The McNamara Contracting bid was too high for City Project No. 2017-21 VMCC/Golf Course Parking Lots – Golf Course Parking Lot Bid Alternate No. 3 to stay within the allotted project budget and still perform a full depth pavement rehabilitation for the parking lot. The City Parks Department worked with City Engineering staff to alter the stormwater treatment improvements proposed at the golf course and reduce the overall project cost. A revised stormwater treatment design is now proposed that reduces project cost for Bid Alternate No. 3 to within City budgets.

The City Parks Department is also proposing to remove the proposed trail along Babcock Trail between 80th Street East and Barbara Avenue along Babcock Trail from City Project No. 2017-21 VMCC/Golf Course Parking Lots – VMCC Parking Lot and Trail. The City Parks Department determined the trail is not needed at this time and could be constructed as part of a future project.

On February 15, 2018 City staff met with McNamara Contracting and presented quantity adjustments for City Project 2017-21. McNamara Contracting concurred with the proposed quantity and pricing adjustments. The 2017-21 quantity reductions lower the bid for Bid Alternate No. 2 – VMCC Parking Lot and Trail from \$467,919.50 to \$413,566.25. It also lowers the bid for Bid Alternate No. 3 from \$392,037.00 to \$331,661.50. The total Base Bid and plus alternates is changed from \$4,189,854.00 to \$4,075,125.25.

The proposed quantity adjustments to City Project No. 2017-21 Bid Alternate No. 2 VMCC/Golf Course Parking Lots – VMCC Parking Lot and Trail are provided below.

Item	Original Quantity	Proposed Quantity	Unit Price	Cost Savings	Comments
Remove Concrete Walk	300	50	\$11.00	\$2,750.00	Removal of Trail Work
Salvage Hydrant & Valve	1	0	\$750.00	\$750.00	Removal of Trail Work
Salvage Sign Type C	26	20	\$37.00	\$222.00	Removal of Trail Work
Common Excavation (P)	490	67	\$30.00	\$12,690.00	Removal of Trail Work
Aggregate Base Class 5	500	100	\$17.00	\$6,800.00	Removal of Trail Work
Hydrant And Gate Valve	1	0	\$5,600.00	\$5,600.00	Removal of Trail Work
6" Concrete Walk	600	200	\$10.00	\$4,000.00	Removal of Trail Work
3" Bituminous Walk	8750	0	\$1.70	\$14,875.00	Removal of Trail Work
Truncated Domes	56	0	\$40.00	\$2,240.00	Removal of Trail Work
Install Sign Type C	7	2	\$120.00	\$600.00	Removal of Trail Work
Silt Fence; Type Ms	1250	100	\$2.00	\$2,300.00	Removal of Trail Work
Mulch Material Type 1	1	0.5	\$190.00	\$95.00	Removal of Trail Work
Seed Mixture 25-131	0.5	0.25	\$1,700.00	\$425.00	Removal of Trail Work
Hydraulic Soil Stabilizer, Type Special	1750	875	\$1.15	\$1006.25	Removal of Trail Work
Total Cost Savings:				\$54,353.25	

The proposed quantity adjustments to City Project No. 2017-21 Bid Alternate No. 3 VMCC/Golf Course Parking Lots – Golf Course Parking Lot are provided below.

Item	Original Quantity	Proposed Quantity	Unit Price	Cost Savings	Comments
Clearing	8	2	\$105.00	\$630.00	Reduction in west drive entrance pond
Grubbing	8	2	\$105.00	\$630.00	Reduction in west side drive entrance pond
Remove Curb & Gutter	1100	1140	\$7.00	(\$280.00)	New bottom elevation of west side drive entrance pond
Salvage Sign Type C	11	10	\$37.00	\$37.00	Removal of east side drive entrance pond
Common Excavation (P)	4489	1109	\$16.00	\$54,080.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Aggregate Base Class 5	100	200	\$35.00	(\$3,500.00)	New bottom elevation of west side drive entrance pond
15" Rc Pipe Apron And Trash Guard	2	1	\$1,000.00	\$1,000.00	Removal of east side drive entrance pond
18" Rc Pipe Apron And Trash Guard	2	0	\$1,000.00	\$2,000.00	Removal of east side drive entrance pond and new flared end section details
15" Rc Pipe Sewer Des 3006 CI V	87	110	\$38.00	(\$874.00)	West side drive entrance pond revisions
18" Rc Pipe Sewer Des 3006 CI V	129	121	\$40.00	\$320.00	West side drive entrance pond revisions
Const Drainage Structure Des 48-4020	2	3	\$3,900.00	(3,900.00)	West side drive entrance pond revisions
Furnish & Install Safl Baffle	2	1	\$7,000.00	\$7,000.00	Removal of east side drive entrance pond
Concrete Curb And Gutter	800	840	\$20.00	(\$800.00)	New bottom elevation of

Design B612 (Hand Pour)					west side drive entrance pond
Install Sign Type C	11	5	\$120.00	\$120.00	Removal of east side drive entrance pond
Deciduous Shrub No 2 Cont	23	10	\$80.00	\$1,040.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Deciduous Shrub No 5 Cont	8	3	\$100.00	\$500.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Ornamental Grass No 1 Cont	270	120	\$23.00	\$3,450.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Filter Topsoil Borrow	350	150	\$37.00	\$7,400.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Mulch Material Type 1	2.2	1.6	\$265.00	\$159.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Erosion Stabilization Mat - Shoremax	18	9	\$16.00	\$144.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Erosion Stabilization Mat - Enkamat	58	37	\$12.00	\$252.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Seed Mixture 25-131	0.2	0.4	\$1,700.00	(\$340.00)	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Seed Mixture Type Fine Fescue	0.7	0.2	\$1,600.00	\$800.00	Removal of east side drive entrance pond and reduction in west side drive entrance pond
Hydraulic Soil Stabilizer, Type Special	3850	2800	\$1.15	\$1,207.50	Removal of east side drive entrance pond and reduction in west side drive entrance pond
15" Rc Pipe Apron And Trash Guard (Piling)	0	1	\$4,500.00	(\$4,500.00)	New flared end section design
18" Rc Pipe Apron And Trash Guard (Piling)	0	1	\$4,700.00	(\$4,700.00)	New flared end section design
Const Drainage Structure Des G	0	1	\$1,500.00	(\$1,500.00)	Removal of east side drive entrance pond
Total Cost Savings:				\$60,375.50	

I recommend approval of Change Order No. 1, in the amount of (\$114,728.75) (for a revised contract amount of \$745,227.75) for work on City Project No. 2017-21 – VMCC/Golf Course Parking.

SWD/ef

Attachments: Change Order No. 1

CHANGE ORDER NO. 1**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION AND CITY
PROJECT 2017-21 VMCC/GOLF COURSE PARKING LOTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: March 12, 2018
Contractor: McNamara Contracting, Inc. 16700 Chippendale Avenue Rosemount, MN 55068	Engineer: Kimley-Horn and Associates
PURPOSE OF CHANGE ORDER: To reduce project costs sufficiently through contract quantity reductions to allow the City to award Bid Alternate No. 2 and Bid Alternate No. 3 as a part of City Project 2017-21 VMCC/Golf Course Parking Lots. The quantity reductions lower the bid for CP 2017-21 Bid Alternate No. 2 to \$413,566.25 and CP 2017-21 Bid Alternate No. 3 to \$331,661.50.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$859,956.50	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$859,956.50	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$114,728.75)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$745,227.75	Contract Time with Approved Change
Recommended By: Nick Hahn, Engineering Technician	Approved By: McNamara Contracting, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:


George Tourville, Mayor

Date of Council Action:

March 12, 2018