

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, March 26, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

- A. i. Minutes of March 12, 2018 Special Meeting Minutes
ii. Minutes of March 12, 2018 Council Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending March 20, 2018
- C. Consider Purchase of Ice Resurfacer for the VMCC
- D. Establish Legislative Initiatives and Positions for the 2018 Legislative Session
- E. Approve Purchase of Capital Equipment
- F. Consider Pay Voucher No. 12 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
- G. Resolution Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09A – Crackseal
- H. Resolution Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09B – Sealcoat
- I. Consider Resolution Accepting Construction Phase Services from Kimley-Horn & Associates, Inc. and Accepting Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2017-21 – VMCC/Golf Course Parking Lots
- J. Consider Resolution Accepting Construction Engineering and Survey Services IPO No. 21D from Kimley-Horn & Associates, Inc. and Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard
- K. Consider Resolution to Approve a Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184) with Minnesota Department of Transportation (MnDOT) for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard
- L. Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
- M. Consider Resolution Approving Shared Costs Agreement for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements
- N. Consider Resolution Adopting the Assessment for 2017 Nuisance Abatement Program
- O. 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:**

7. **REGULAR AGENDA:**

I. COMMUNITY DEVELOPMENT:

A. GWEN LYSNE; Consider an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard

B. INDUSTRIAL EQUITIES, LLP; Consider a Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a one lot plat to construct a 95,250 square foot office/warehouse building for property located at Auburn Path and Argenta Trail

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

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

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

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. ii. Hay – No address – 20-36500-31-050
- iii. iii. Kramer – 4301 64th St 20-36550-31-070

10. **ADJOURN:**

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

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, MARCH 12, 2018, 2018 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in special meeting on Monday, March 12, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmembers Bartholomew, Hark, Perry, and Piekarski Krech. Staff; City Administrator Joe Lynch, Attorney Tim Kuntz, City Clerk Michelle Tesser and Finance Director Kristi Smith.

1) COMMUNICATION STRATEGIES

Joe Lynch, City Administrator discussed that currently the city has been without a Marketing Coordinator position at the Parks and Recreation Department. Joe stated the PT Marketing Coordinator funds are in place recommendation is to have a Communication Manager and the Marketing Coordinator position would be under the Communication Manager. Lynch stated website management, social media, press releases, advertising/marketing enterprise funds, analytics, reporting.

Lynch discussed Facebook and Twitter for the public safety departments would be an oversight with the communication plan. Lynch discussed the internal communication device for staff. Resident and business communication methods. Lynch discussed upcoming needs including parks, economic development and other important information that residents/businesses should hear about to be transparent.

Lynch discussed the positions and job descriptions including salary survey.

Lynch stated that funding is included already in the budget with the positions' salaries. He discussed the financial costs and how they would be distributed. He stated that communication needs to be a priority. A communication plan is a framework for all departments to follow.

Lynch discussed the communication plan that would include best practices and feedback with department heads, managers and supervisors. He stated right now we don't have a centralized communication division.

Councilmember Piekarski Krech stated we need a communication plan before we hire someone.

Councilmember Hark stated he wants to formulate a policy going forward. He stated that we don't have the expertise on staff and that's why this position needs to be hired.

Councilmember Piekarski Krech stated we should have input on the communication position. Lynch stated that hasn't been protocol of the council in the past for this type of position to have council's input. He stated that council input has only been for department heads not supervisors.

Mayor Tourville stated that we need more social media. Tourville discussed the need for consistency with all city departments.

Councilmember Piekarski Krech talked about the doing another study of employees including revisiting the classifications and compensation of employees.

Councilmember Bartholomew questioned the qualifications indicated on the proposed Communication positions specifically the four-year degree and “related degree.” He stated he is in support of the position.

The council discussed the Marketing Coordinator position at length.

The council asked for the old job comparison of the Marketing Coordinator, salary study from other cities and other communication plans.

2) LEGISLATIVE MEETING

Patricia Nauman, Executive Director with Metro Cities Association of Metropolitan Municipalities,

Ms. Nauman stated its not a budget setting year. She discussed the federal bill and what that means for the State of Minnesota. She discussed the policy and stated that the forecast projected is a surplus. She discussed the bonding year and all the city’s legislative groups working together to push back on certain bills. Ms. Nauman stated there is a 150+ bills coming through every day.

Ms. Nauman discussed the legislative bills on affordable housing and the local roles on housing. She discussed the issue of levy limits and on funding. She stated Metro Cities has a bill on reform of the Met Council asking for staggered terms and structured nominees of the members. She stated it would change the Governor’s nomination power to include transparency of committees’ nominations. Ms. Nauman discussed continuity and responsibility over not being issue driven.

Ms. Nauman discussed restoring programs and auditor’s fund. She stated there are a lot of moving pieces.

Gary Carlson, Department Director with the League of MN Cities discussed the Tax Committee and the time commitment issues. He stated there will be people who are negatively affected, this is a huge change that hasn’t happened since the 1986 Tax Law changes. He discussed the federal law and the challenges that come with the changes. He discussed public pension and pension funding issues. He stated the funding issues are across governments: state, county, city and fire/police pensions. He stated this is a big deal and a pension bill is important. He stated they’re a lot of active retirees that will be affected. He stated there is a benefit increase for public safety retirees with bipartisan supported. The pension bill proposed will increase employee percentages.

He discussed reducing trucks on the street in St. Paul and Bloomington. He discussed organizing trash haulers. He stated there are bills with minor changes to the ability of cities to organize haulers. He discussed the special exemption bills from the cities of Plymouth and New Market/Elko. He stated tax bills will be heard after Easter.

Katie Sen, Lobbyist with Messerli & Kramer discussed commerce bills on trends of division and large municipal projects, she stated that program is a four-year program. Ms. Sen stated in the committee, the bill is at more than 50% spent in the greater area. She stated 95% will be a population increase in the metro. She stated funding for transportation are being eaten up and the percentage for the metro will be going down.

She discussed fiscal disparities and the financial pool being proposed to be used towards transportation projects. She stated it would benefit all cities even if you are a contributor. She discussed street bonding projects and the success of the Broderick Blvd Street project. She stated the Inver Grove Heights representatives have been telling a good story and both the Mayor Tourville and Joe Lynch have been at the capitol talking to the right people.

She discussed other transportation bills in the legislature. She pointed out the Inver Hills Community College and Dakota County Safety building are in the City of Inver Grove Heights. She stated Dakota County is a huge county and is the largest growing county.

Mayor Tourville discussed the regional significance of the Enerkem project and stated that other cities will benefit from this project as well. Mayor Tourville stated without help from the state this project won't happen. Ms. Nauman stated, the water resource policy plan is important. She stated the committee is looking at a municipal waste water tax on a case by case basis.

B. Adjourn

Councilmember Bartholomew made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The special meeting adjourned at approximately 6:30 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 12, 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, March 12, 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, Police Chief Schnell, Assistant City Engineer Dodge, and Recording Clerk Yourczek (absent).

3. PRESENTATIONS:

A. Police Chief Update

Police Chief Paul Schnell stated that they have completed an internal promotional process and with that, Dennis Haugland has been named the new Police Commander and Ben Madson has been promoted to the rank of Sergeant. He stated that the process involved several panels, one included having four residents from the Community, there was an outside Command Staff Panel made up of Command Staff from St. Paul, Plymouth, and Metro State Police Departments, and an Internal Command Panel that included staff from the Maple Grove Police Department and Internal Command Staff. He stated that they would like to continue to highlight new hires and promotions in the future, so they will be looking to come before the City Council on April 9th for a Swearing in Ceremony.

He stated that on March 2nd they did some tabletop exercises with the School District and provided them with different scenarios to walk through as well as their responses to them. He stated that as a result of those exercises, they have compiled a report that discusses the implementation of those recommendations.

He stated that all agencies within Dakota County are participating in the launch of the new Vitals App. Vitals is an application which is on officer phones provides information for those who may have autism or developmental disabilities. When someone who is wearing an FOB or Bracelet comes in close contact with an Officer, this notifies the Officer of who the person is, what their disability may be, and the best way to communicate with them. He stated that family members can participate in the program which provides a mechanism for a person that they may be concerned about. They are working with Dakota County Social Services to get this information out and will be posting additional information on their website.

He stated they are recruiting to get more information out about the Pathways to Policing Program which promotes diversity in the police department. He stated that this program allows those with a two or four-year degree in almost any subject, who have interest in serving their Community become a Police Officer. Those hired as police officers will be paid at a training rate and go through a training program in order to become licensed. Once they complete the program they are sworn in as officers.

Chief Schnell stated that in trying to grow transparency within the Department, they have a new tab on their website labeled Transparency Center. Within that tab they have information such as Uniform Crime Reports, which are the reports they submit to the FBI, as well as call service and crash data reports. Information will be updated on their website every month and will provide a year over year comparison. He stated that in the future they are looking to add additional data on domestic violence, sexual assaults, arrests by race and gender, adult, and juvenile.

4. CONSENT AGENDA:

A. Minutes of February 26, 2018 City Council Meeting Minutes

B. Resolution 18-42 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 18-43** 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 18-44** Awarding Contract for Demolition of 6940 and 6950 Dixie Avenue to Lloyd's Construction Services Inc.

H. Personnel Actions

Public Works Director Scott Thureen asked to pull Agenda Item 4D. He stated that there is a new format for the permit and would like to bring this item back at the next regular meeting.

Motion by Hark second by Perry to approve Consent Agenda Items A-H with the exception of 4D.

Bob Dalsin, 6637 South Robert Trail, Inver Grove Heights stated that the changes to Robert Street and 65th Street would be devastating to the trees and seclusion of their property. He stated that the Appraisal from the City addresses some of the issues, but not the loss of numerous varieties of trees. He asked if he could receive compensation to replant trees, particularly along Robert Street, to give them the seclusion they currently have. He stated that they are also losing a lot of land for a holding pond located near their driveway.

Public Works Director Scott Thureen stated that they are in the middle of negotiations with the Dalsin's regarding their concerns. He stated that the retaining wall they will be installing will minimize the loss of trees so they don't have to slope further back into their yard. He stated that a few of the trees are screening the driveway are on existing MnDOT right of way as you head south along TH 3.

He stated that he has met with the Dalsin's and that the ponding item was a late change during the finalizing of the design. He stated that there is a culvert that goes under T.H. 3 that drains the low area and they recognized that there have been issues due to that so this project was a way to try to remedy the problem.

Mr. Dalsin stated that he had hoped to minimize tree loss, but that little screening will be left. He stated that they have hired an Appraiser to do their own appraisal to address the value and other issues that they felt have not been addressed.

Director Thureen stated that the goal was to bid this so they can coordinate the closure that needed to take place in order to do the work on T.H. 3, along with the closure that will occur with the County for the Roundabout at 70th Street. He stated that they needed to get the plans approved, otherwise they will lose the coordination with the other project.

He stated that he attempted to reach the Dalsin's and their Attorney when they discovered this addition but received no response. Due to that, they reached the point when they had to put the offers out and that is how they heard about the storm water ponding areas.

Mayor Tourville recommended taking Agenda Item E off as well as Item D as was stated in the Motion. He asked if the ones who made the Motion and second were in agreement.

Councilmembers Hark and Perry agreed.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to table Agenda Item D to Consider a 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 to the next Council Meeting.

Ayes: 5

Nays: 0 Motion carried.

Director Thureen stated that they will have an Appraisal done. The property owner has the right to have their own Appraisal done, which they are doing. They will continue to negotiate and arrive at an amount to bring before the Council for consideration.

Motion by Bartholomew second by Piekarski Krech to approve Agenda Item E. to Consider a 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

Director Thureen stated that they are taking care of negotiations for both the City and State and that the only way they can get the approval for 65th is to make the changes on T.H. 3. He stated that we are utilizing our Municipal State Aid Funding to pay for it.

Mr. Dalsin stated that they want to be able to restore the new trees and be compensated fairly.

Ayes: 5

Nays: 0 Motion carried.

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

6. PUBLIC HEARING:

A. Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements. Resolution 18-45

Assistant City Engineer Steve Dodge stated that he is here this evening regarding the Arbor Pointe shared street light improvement project. He referenced a map of the location in which 64 streetlights would be replaced in Arbor Pointe. He stated that 31 streetlights are the cities responsibility and that 33 are with the Arbor Pointe Association. The type of streetlight that they are proposing to install would be a bronze and 30ft in height with LED luminaires. He stated the total project cost was \$401,500 with the cities estimated portion of \$194,500. They recommend ordering the project. The Resolution has the following three items:

1. The City enter into the Fourth Amended Maintenance Arbor Pointe Agreement
2. The City enter into an Xcel Streetlight Installation Agreement
3. The City would prepare a Streetlight Removal and Restoration Agreement with Arbor Pointe.

He stated that the lights would be installed between June and August.

Councilmember Hark asked if these were the newer generation of LED lights.

Public Works Director Thureen responded that the Association wanted to make the change to LED and that the fixtures have changed and are much more directed.

Motion by Hark second by Bartholomew to close the public hearing at 7:29PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Bartholomew to approve the Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements. Resolution 18-45

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. FINANCE:

A. Resolution Authorizing 2017 Transfers and Fund Closings. Resolution 18-46

Finance Director Kristi Smith stated that they have the annual request for transfers to be effective for 2017 and one fund closing. She gave the following updates:

- \$545,185.18 was transferred from the Host Community Fund to the Community Center Fund for operations. She stated that the audit from 2007 set a goal of recovering 90% of the Community Center operating expenditures with operating revenues, in 2017 it is estimated to have covered 82%.
- They are requesting \$515,000.00 from the Capital Facilities Fund to the Community Center Fund for capital needs and \$12,571.48 from the Host Community Fund to the Commuter Center Fund for capital outlay.
- \$500,000 from the Host Community Fund to the Pavement Management Project Fund.
- \$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.
- \$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 for Project #1518.
- \$9,957.63 from the NWA Storm Water Fund to the NWA Capital Project Fund for Project #1519.
- \$9,173.89 from the Central Equipment Fund to the 2016 Improvement Capital Project Fund for Project #1620.

She stated that they are requesting that Fund 360 General Obligation Storm Water Refunding Bonds 2012A Debt Service Fund from Fund 399 Closed Bond Fund, \$97,006.81. be closed effective December 31, 2017.

Please refer to the Resolutions for specific transfer and fund closings and carryovers of unused budget appropriations.

Motion by Piekarski Krech second by Perry to approve Resolution 18-46 Authorizing 2017 Transfers and Fund Closings.

Ayes: 5

Nays: 0 Motion carried.

B. Resolution Approving Carryover of Unused Budget Appropriations. Resolution 18-47

Finance Director Kristi Smith stated that this item is regarding using unused funds from 2017 to continue with projects to be completed in 2018. She stated that it would come from the General Fund in the amount of \$179,600 and includes projects related to Engineering, Parks, Fire, and Police. She gave the following updates:

- \$163,000 for the Community Center funded by transfer from the Host Community Fund
- EDA - \$37,300
- ADA - \$138,000
- City Facilities: Repair and Maintenance - \$74,500

She stated that the total carryover for all funds total \$592,400.

She stated that with the 2000 General Fund amended budget, they were looking at using a fund balance of \$133,100. They are looking at a surplus in excess of \$550,000. She stated that they are looking at a swing in the fund balance of over \$683,000 before the carryover requests.

Motion by Bartholomew second by Piekarski Krech to approve Resolution 18-47 Approving Carryover of Unused Budget Appropriations.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-48.

Community Development Director Tom Link stated that the request is for a 1,000 square foot detached accessory structure with a setback of 26-feet from the Cahill right-of-way. He stated that the Ordinance requires a setback of 50-feet, the request is for a 24-foot variance. If a variance is approved, the Applicant would have to work with the Engineering Department to make sure there is no adverse impact on drainage, grading, and erosion. He stated that staff is recommending denial of a 26-foot variance as they believe it is more of a convenience than a practical difficulty. Staff would support a 30-foot setback that is consistent with the standard setback and that this would require the applicant to change his plans. He stated that the Planning Commission recommended denial of the Application. He stated that they had received an email from a neighbor that expressed concerns about the location, impact on views, landscaping, and grading and drainage.

Director Link stated that the building code requires a six-foot separation between buildings, but it can be closer if there is fire protection such as firewalls in place.

Greg Grover, 7231 Cahill Avenue East, displayed a picture of his neighbor's property with a garage located 49-feet back from Cahill. He felt that set a precedence for the block. He stated that in reducing the size of the building as it's being requested would decrease the size that is needed for his storage

purposes. He stated that he could decrease it to 27-feet, which would be the same setback as his neighbor's garage.

Mr. Grover stated that he has spoken to the neighbor and they mentioned that they did have water problems but that they had some landscaping done to help with that. He stated that he was willing to build a small retaining wall in the front to aid with that as well.

Director Link stated that the request is for a 26-foot setback and that staff is recommending a 30-foot setback. He stated that the 30-foot recommendation would require some changes to the dimensions of the size of the garage unless he moves it closer to the house.

Mr. Grover stated that the 30-foot setback only allows for a 24-foot deep garage which would not be large enough for his needs. He stated that he could decrease a foot off the front, so that both setbacks would be 49-feet off of Cahill.

Motion by Piekarski Krech second by Perry to add the email from Shirley Benz to the records.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Piekarski Krech to approve Resolution 18-48 relating to a variance of a 27-foot setback for property located at 7231 Cahill Avenue.

City Attorney Tim Kuntz stated that there is a Resolution approving a 30-foot variance. This would be substituting 27-foot for the 30-foot. He stated that there are three conditions that go along with this and wanted to ensure Mr. Grover understood them.

Mr. Grover responded that he understands that he needs to work with Engineering, that water would not impact the neighbor, and that he would not be using the garage for commercial work.

Ayes: 5

Nays: 0 Motion carried.

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).

Mayor Tourville stated he has received some phone calls regarding this and wasn't sure if the Council wanted to wait to discuss this at their April 9th meeting.

Motion by Tourville second by Bartholomew to move Agenda Item D regarding the 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 to the April 9th Council Meeting.

Ayes: 5

Nays: 0 Motion carried.

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.

Community Development Director Tom Link displayed copies of the property and stated that the request is for a Comprehensive Plan Amendment to go from Community Commercial to High Density Residential. He stated that the existing Community Commercial allows for a variety of retail and service businesses and High Density Residential allows for higher density townhomes or apartments. He stated that if the Comprehensive Plan is approved, they are proposing a three-story 55-unit affordable housing apartment building. The property location was formerly known as the old rubbish ranch site which was a privately-owned City dump that closed in 1971 and has been vacant. It is considered contaminated. He stated that if the development proceeds the Applicant will seek grants for funding to assist with remediation. The Applicant would come back for Rezoning, Plat, and Conditional Use Permit. He stated that neighboring properties are residential and commercial. There has been little interest in commercial use of the property due to limited visibility from Cahill Ave. He stated that residential would encourage shopping in the Cahill Corridor and provide affordable housing as well as clean up a contaminated site.

Planning staff recommends approval and the Planning Commission had unanimous approval. He stated that they had received two emails from neighbors objecting to the proposal with concerns about traffic and that those emails were handed out at the Planning Commission meeting.

Mayor Tourville stated one of the concerns is traffic. He stated traffic increases with housing and is different than the existing zoning. The estimate for the housing would be a lot different than if they did the existing zoning the way it is currently. He stated in taking a look at the designation, it has one of the highest for retail.

Director Link stated that they didn't have an estimate from the Applicant regarding what the traffic would be, but this could be done. He stated that zoning Community Commercial allows for a wide variety of uses.

Councilmember Piekarski Krech asked if the developer was firm with 50-units. She stated that most of the parking could go underneath if they had an underground garage.

Chris Stokka, MWF Properties, 7645 Lyndale Avenue South, Richfield stated that the Comprehensive Plan Amendment would allow them to submit an Application to the Met Council for an investigation of the site. He stated that they have time to work through the details and that this is just a concept. He stated that they didn't hire a traffic engineer but they have done those types of studies before and have noticed that there is a reduction in traffic.

He stated that the proposed development would have underground parking of one stall for every unit and additional in the parking lot.

He stated in the future they will meet with the neighborhood and put together elevations and a more detailed site plan.

Councilmember Piekarski Krech asked if they know the levels of contamination.

Mr. Stokka responded that they have spoken to the County and that the report is significant. They will have to do additional reporting as requirements have changed. They will submit their reports to MPCA with plans of cleanup, which they will have to approve, and then they can proceed with cleaning up the site. He stated that it is in tax forfeiture so they would be paying \$60,000 in property taxes.

Director Link stated that it had been discussed to cap the contamination with fill. They did something similar to property on Doffing, but the exact type of remediation is yet to be determined.

City Attorney Tim Kuntz asked about the forfeiture status and if the amount they were quoted included reimbursement for the City on assessments that were levied.

Mr. Stokka responded that there was an assessment on the tax forfeiture statement, so it is still tied to the land.

Attorney Kuntz asked Mr. Stokka that if the Council passed the Comprehensive Plan Amendment, would they have a problem with tying the effective date of the Comprehensive Plan Amendment to seeing the site plan.

Mr. Stokka responded that in order to submit an application for the Met Council grant they need evidence that their application is in accordance with the existing Comprehensive Plan, which is due in May. He stated to make the application happen this would have to be approved this evening.

Mayor Tourville asked if you can buy property that is tax forfeiture. He stated that they were trying to get the assessments that were coming.

Attorney Kuntz responded that you can if it is for sale. He stated that they are at the process of finding out how to remedy the site and where the money will be coming from over the next six to nine months.

Mr. Stokka stated that the tax forfeiture allows them to enter into a Contract for Deed. He stated that in response to the assessments, he felt it was tied in with the land price.

Victoria Fenlon, 6630 Buckley Circle asked what high density residential meant. She stated that with 55-units, that there will be a lot of cars in a small area.

Director Link responded that it meant any kind of development over 12-units to the acre. He stated that the properties around the cul-de-sac are considered medium density.

Janice Darsow, 6610 Buckley Circle asked what the City did when they designed Buckley Circle 30 years ago as this area has been vacant for that long. She doesn't disapprove of the rezoning. She asked if senior living could be a possibility. She stated that the neighborhood was concerned about safety, theft, domestic, drug issues, and property values. She stated that high density can lead to over-crowding, lack of adequate outdoor open spaces, and was not a fit for the area. She commented that the in the paperwork they received from the Planning Commission, it was mentioned that there would be four people per unit, with this small a setting, and a smaller park nearby, where are all those children going to go.

Beth Marschall, 6640 Buckley Circle stated that safety is a big concern. Initially, traffic would come off of Buckley Way, but this stated 65th Street, which would be better. She stated that her other concern was parking and if there would be parking allowed on the street. Commercial property has a starting time and ending time and there would be no parking problems, residential comes and goes all the time. She stated that she was disappointed in the high density of 55 apartments and felt it was too big for their neighborhood. At the beginning the project it was said to be a 40-unit apartment building and now its 50-55-unit apartment building. She would like to see something smaller, like under 38 units.

Mr. Stokka stated that it would take a couple of years to get this planned and that they will need to see what the budget looks like. They are thinking of 50 or less units. He stated that the context of four people per unit came out of the income limits that could be about \$55,000. This would be a mix of one, two, and three-bedroom units. He stated that they may have about 13 three-bedroom units with a maximum of six people for that sized unit. He stated that will provide enough parking.

Marie Gadway, 6601 Buckley Circle, Unit 104, stated that her concern was with high density. She asked why they can't keep it medium density like the rest of the properties. She stated that the units the developer has in Newport say it has underground parking so it's a four-story building. She stated that the Planning Commission says it would help Cahill Business, but there are not any businesses on Cahill Ave.

Director Link stated that with these grants the City would be a partner to the grant and the application asked for the Comprehensive Plan designation.

Mayor Tourville asked if this could work with less than 50-units.

Mr. Stokka stated that he wouldn't be able to answer that right now, but he could have conversations about it. He does not know that 26-units would work here due to the time and investment, but that it would be no more than 50-units. He stated that the CDA has designated different areas, and this one was favorable as there is a school close by. He stated that when they looked at this site, they knew it was a site they could lease. It's between medium density and commercial and is competitive for funding.

Mayor Tourville stated that he knows of different sites that would work much better for high density. He suggested Mr. Stokka research, along with the CDA, other locations in the area that may work better than this one.

Councilmember Bartholomew stated that he wasn't sure how 50-units with parking inside and the stalls outside would work. He stated that he would be more comfortable with more details rather than just a concept.

Mayor Tourville asked if they could table this item and have a meeting that would involve the City, the developer, and the CDA. He felt that without the CDA there is no project. He stated that there needs to be further discussion about high density, parking, and the number of units.

Mr. Stokka stated that the application is due on May 1st. They can have the Resolution for the application if it does come to another hearing on the same night.

Director Link stated that the City has had a number of inquiries from private developers for apartments and townhomes. He stated that with multi-family and density there is usually opposition. He stated that if you wanted to identify other sites, we can have a discussion and come back in two weeks. The CDA doesn't select sites, but that we could meet with them and ask them to finance this as proposed. He asked if Council would like him to ask the CDA if this type of development would be eligible for their financial assistance.

Councilmember Piekarski Krech stated she was concerned about the site conditions and the size of the development. Parking is also an issue that needs further discussion. She stated that it would be helpful to know the potential of the contamination.

City Administrator Joe Lynch stated that he would propose that he meets with the CDA and the developer to find a solution. He asked if this could be scheduled for the April 9th meeting.

Attorney Kuntz stated that the Applicant has 60 days which expires on March 23, 2018. If we suggest that the Applicant come back on April 9th, it might be better to extend the timeframe to April 13th and do so by having the Applicant sign a piece of paper that states he is requesting an extension of the timeframe under Stat. § 15.99 to April 13th. A vote will be needed to grant that extension.

Mr. Stokka asked if we can get a Conditional Comprehensive Plan Amendment.

City Administrator Lynch responded that he will check into that requirement.

Motion by Piekarski Krech second by Perry to extend the deadline to April 13th for MWF Properties and have a meeting with City Council on April 9th.

Ayes: 5

Nays: 0

Motion carried.

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.

Community Development Director Tom Link stated that this is regarding the expansion of 4.1 million cubic yards. The landfill has a capacity of 29.8, which would take it up to 34 million cubic yards. Operational aspects would remain the same as would be the hours, security, number of employees, equipment, processing, and nuisance control. He stated that this was similar to what was approved in 2004 with the exception of the capacity and surface square footage. He stated that the proposal offers environmental benefits such as control over methane gas, it also means more gas extraction wells will be put in as well as a liner being installed for protection of the ground water. He stated that Planning staff recommends approval of the request and that the Planning Commission and the Environmental Commission unanimously recommended approval.

Administrator Lynch stated that the third reading is scheduled to take place when the Mayor is on vacation.

Motion by Piekarski Krech second by Perry to approve to 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.

Ayes: 5

Nays: 0 Motion carried.

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.

Community Development Director Tom Link stated that this item is regarding allowing Park and Ride facilities into the City as an Interim Use. An Interim Use Permit would have to be applied for if the Ordinance is adopted. He stated that there have been two changes to the Ordinance since the first meeting. The first is that they created a definition. They have two park and ride facilities in the City right now, one at the Rainbow site and the other that a local hotel operates at the movie theatre parking lot. He stated that this would not affect nor regulate if a hotel offers shuttle services to it's customers. The second addition was language regarding issues the City Council expects an Applicant to address such as security, landscaping, access, traffic generation, and storm water. Staff and the Planning Commission recommend approval.

Director Link stated this would require two approvals by the City Council. One is the Interim Use Permit, and the second would be a Contract.

Motion by Hark second by Piekarski Krech to 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.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-49.

Community Development Director Tom Link stated that this is regarding property located at 1358 Courthouse Boulevard for an accessory building. The ordinance requires that a building of this size

maintain a setback of 50-feet. This proposal is for 36-feet. He stated that staff supports the Application and the Planning Commission unanimously approves. They had received two inquiries looking for information but that staff was not aware of any opposition.

Adam Miller, 1358 Courthouse Boulevard stated that he is using a shipping container as structural support. He stated that he will be putting an exterior on the container as there is no other way to meet the 25-year steel siding warranty. He stated that they poured a 1,000 square concrete slab as the foundation for the project.

Director Link stated that the Ordinance requires a Conditional Use Permit for steel sided buildings, but in this case, he is covering it up so the exterior would be wood instead of steel. There is a condition in the Resolution that states that the “exposed metal siding of the storage container shall be covered by the same exterior siding used as the rest of the accessory structure”. Diagrams were shown to depict the plans.

Motion by Perry second by Bartholomew to approve Resolution 18-49 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.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-50.

City Engineer Tom Kaldunski stated that this Agenda Item is for the Eminent Domain process for the T.H. 3 and 65th Street Project. He stated that they will be opening bids in May and that they are on schedule to have construction begin on June 17th. He stated that there are a number of privately owned properties in the area and that numerous easements are needed to be secured for the project. There are eight parcels affected by the process in which seven people own. He stated that they have identified what easements are needed, appraisals were done, and they have recently made final offers.

City Attorney Tim Kuntz stated that the Council ordered these projects in November 2017 and that final offers were made to the parcel owners on February 16, 2018. With respect to Mr. Dalsin, as noted earlier in the meeting, his offer was made later due to his easement being identified later on in the process. He stated that there are eight parcels with seven landowners, and that progress has been made with three landowners. They hope to bring forward settlement agreements. He stated that in keeping with the schedule, we need to commence condemnation which will begin this Friday, by filing the petition and beginning service on all the landowners. They hope to have acquired Title and possession by July 2018. He stated that in order for them to coordinate with the State project, the State is not allowing the City to award a construction contract until we have secured the right-of-way. The City project will be timed at the same time of the State project.

Councilmember Piekarski Krech stated that she was aware of the impact on trees and asked if this comes close to any of the houses.

Engineer Kaldunski responded that no homes were being taken and referenced their locations on a map. He also referenced the location of the retaining wall, pond, and some of the trees being taken out on the Dalsin property.

He referenced several accesses on the Murphy property and stated that one would be shut-off. Due to that, they will be building them a gravel road which will allow them connections to their other accesses until they build 65th Street which is anticipated to be completed in 2019.

He also pointed out the additional right-of-way that they are getting for 65th Street which will allow access to the property owned by Tom Peltier. He stated that there is also a retaining wall planned along the Nichols property as well.

Motion by Bartholomew second by Perry to approve the 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. Resolution 18-50.

Ayes: 5

Nays: 0 Motion carried.

J. Consider Resolution Awarding Contract for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lot. Resolution 18-51.

City Engineer Tom Kaldunski stated that they received bids for the Broderick Boulevard reconstruction with the lowest bid coming from McNamara Contracting at a cost of \$4,189,854.00, which was less than initial estimates. He stated that they had alternate bids for the parking lots located at the VMCC and the Golf Course. Bids were favorable from McNamara Contracting and they are asking that the Council adopt a Resolution awarding the project to McNamara for both projects for a total 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.

Motion by Bartholomew second by Perry to approve to Consider Resolution Awarding Contract for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lot. Resolution 18-51.

Ayes: 5

Nays: 0 Motion carried.

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

City Engineer Tom Kaldunski stated that with the award of the contract approved in Agenda Item 7J, we have the ability to reduce the project cost by adopting the Change Order No. 1. Original bids came in higher than what was budgeted, so to get costs down they spoke with McNamara Contracting and removed a few projects and modified others. He stated due to that, they received a reduction in both projects. He stated that if Council approves the change order, the final price for City Project No. 2017-21 would be \$413,566.25. This also lowers Bid Alternate No. 3 to \$331,661.50. He stated that brings the overall base bid down to \$4,075,125.25.

Motion by Bartholomew second by Perry to approve Change Order No. 1 for City Project No. 2017-21 – VMCC/Golf Course Parking Lots

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Hark second by Bartholomew to adjourn the meeting at 9:52 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 26, 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 March 8, 2018 to March 20, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 20, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$400,133.08
Debt Service & Capital Projects	1,088,377.90
Enterprise & Internal Service	338,748.47
Escrows	9,843.64
Grand Total for All Funds	<u><u>\$1,837,103.09</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 March 8, 2018 to March 20, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING Maarch 20, 2018**

WHEREAS, a list of disbursements for the period ending Maarch 20, 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	\$400,133.08
Debt Service & Capital Projects	1,088,377.90
Enterprise & Internal Service	338,748.47
Escrows	9,843.64
 Grand Total for All Funds	 <u><u>\$1,837,103.09</u></u>

Adopted by the City Council of Inver Grove Heights this 26th 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 03/08/2018 - 03/20/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	396423	03/20/2018	43697	101.41.2000.415.30100	23,000.00
AFSCME COUNCIL 5	INV0072057	03/02/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	84.50
AFSCME COUNCIL 5	INV0072058	03/02/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	907.61
AFSCME COUNCIL 5	INV0072059	03/02/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
AFSCME COUNCIL 5	INV0072289	03/16/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	101.40
AFSCME COUNCIL 5	INV0072290	03/16/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	907.61
AFSCME COUNCIL 5	INV0072291	03/16/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
ALLIED MEDICAL TRAINING, LLC	1194	03/12/2018	EMT REFRESHER COURSE	101.42.4200.423.50070	295.00
BLAZEK, MIKE	3/3/18	03/12/2018	REPLACEMENT MAILBOX	101.43.5200.443.60016	64.57
BUSINESS DEVELOPMENT SALES, INC.	SOI0136015	03/20/2018	MN5924	101.42.4200.423.40042	350.20
CITY OF MINNEAPOLIS RECEIVABLES	400451001796	03/20/2018	612005356	101.42.4000.421.30700	1,380.60
CLAREY'S SAFETY EQUIPMENT	176121	03/20/2018	090500	101.42.4200.423.40042	300.00
COMCAST	3/5/18 8772 10 591 0359526	03/20/2018	8772 10 591 0359526	101.42.4200.423.30700	10.59
CULLIGAN	2/28/18 157-98459100-6	03/12/2018	157-98459100-6	101.42.4200.423.60065	66.00
DAKOTA COMMUNICATIONS CENTER	IG2018-04	03/12/2018	APRIL 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-04	03/12/2018	APRIL 2018	101.42.4200.423.70502	5,907.50
DAKOTA COUNTY	03072018IGH	03/12/2018	3 YEAR VOTING EQUIPMENT	101.41.1200.414.60040	6,761.83
DAKOTA CTY FINANCIAL SVCS	2/7/18	03/20/2018	P0001753 RADIO SERVICES	101.42.4000.421.60040	56.25
DAKOTA CTY FINANCIAL SVCS	00029581	03/20/2018	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00029581	03/20/2018	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00029581	03/20/2018	P0001753	101.43.5200.443.30700	46.66
EFTPS	INV0072309	03/16/2018	FEDERAL WITHHOLDING	101.203.2030200	45,937.33
EFTPS	INV0072311	03/16/2018	MEDICARE WITHHOLDING	101.203.2030500	14,233.42
EFTPS	INV0072312	03/16/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	43,391.02
EYEMED	163429375	03/12/2018	MARCH 2018	101.203.2032700	268.44
GALLS INC	009436432	03/20/2018	1001727847	101.42.4000.421.60045	339.95
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072294	03/16/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072295	03/16/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
GENESIS EMPLOYEE BENEFITS, INC	IN1215433	03/12/2018	IN1230285	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.44.6000.451.30550	44.76
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	101.45.3300.419.30550	29.50
HEALTHTEAST MEDICAL TRANSPORTATION	18-2270	03/20/2018	1/12/18	101.42.4000.421.30700	85.00
HEASER, LYNN	2/14/18	03/12/2018	REIMBURSEMENT - BOOTS	101.42.4000.421.60045	83.12
HILDI INC	9146	03/12/2018	GASB 45	101.41.2000.415.30700	3,450.00
ICMA RETIREMENT TRUST - 457	INV0072296	03/16/2018	ICMA-AGE <49 %	101.203.2031400	6,256.35
ICMA RETIREMENT TRUST - 457	INV0072297	03/16/2018	ICMA-AGE <49	101.203.2031400	4,936.54
ICMA RETIREMENT TRUST - 457	INV0072298	03/16/2018	ICMA-AGE 50+ %	101.203.2031400	1,667.32
ICMA RETIREMENT TRUST - 457	INV0072299	03/16/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0072300	03/16/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0072307	03/16/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0072308	03/16/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
INNOVATIVE OFFICE SOLUTIONS	SUM-038278	03/12/2018	S28777	101.45.3000.419.60010	9.75
INNOVATIVE OFFICE SOLUTIONS	SUM-038278	03/12/2018	S28777	101.45.3300.419.60040	84.84
IUOE	INV0072069	03/02/2018	UNION DUES IUOE	101.203.2031000	1,323.84
KEEPRS, INC	373095	03/20/2018	INVERG0015	101.42.4000.421.60045	16.77
KEEPRS, INC	374188	03/20/2018	INVERG0009	101.42.4000.421.60045	46.97
KENDALL DOORS & HARDWARE	SI057173	03/12/2018	IG FD LABOR	101.42.4200.423.40040	4,493.00
LANGUAGE LINE SERVICES	4274433	03/20/2018	9020909043	101.42.4000.421.50020	117.15
LEADING EDGE COACHING & DEVELOPMENT, I	1275	03/20/2018	3/19/18	101.41.1100.413.30700	3,000.00
LELS	INV0072070	03/02/2018	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0072079	03/02/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	101.41.1100.413.50025	14.38
LOCAL GOVERNMENT INFORMATION SYSTEM (	44843	03/20/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	44853	03/20/2018	111541	101.42.4200.423.30700	137.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	44968	03/20/2018	106325	101.42.4000.421.70501	1,548.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1287676	03/12/2018	MARCH 2018	101.203.2031700	2,749.03
MINNEAPOLIS OXYGEN CO.	00022062	03/20/2018	01910	101.42.4200.423.30700	58.52
MINNEAPOLIS OXYGEN CO.	00022063	03/20/2018	01915	101.42.4200.423.30700	58.52
MINNEAPOLIS OXYGEN CO.	00019317	03/12/2018	01915	101.42.4200.423.30700	64.79
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072292	03/16/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072293	03/16/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MINNESOTA UI FUND	INV0072288	03/16/2018	ANDREW BRAVO DOCUMENT ID:1397	101.203.2031900	514.72
MN DEPT OF PUBLIC SAFETY	18030	03/20/2018	2018 MN STATE FIRE MARSHAL CONF	101.42.4200.423.50080	155.00
MN DEPT OF REVENUE	INV0072310	03/16/2018	STATE WITHHOLDING	101.203.2030300	21,798.79
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	101.207.2070300	2,717.38
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	101.207.2070300	0.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DOT	SIGNS 101 JASON LUNDELL	03/12/2018	SIGNS 101 JASON LUNDELL	101.43.5200.443.50080	100.00
MN FIRE SERVICE CERT BOARD	5374	03/20/2018	3/13/18	101.42.4200.423.30700	25.00
MN FIRE SERVICE CERT BOARD	5377	03/20/2018	3/13/18	101.42.4200.423.30700	115.00
MN LIFE INSURANCE CO	MARCH 2018	03/12/2018	POLICY #0027324	101.203.2030900	3,582.15
MN NCPERS LIFE INSURANCE	MARCH 2018	03/12/2018	MARCH 2018	101.203.2031600	320.00
MOORE MEDICAL LLC	99804959	03/12/2018	21185816	101.42.4200.423.60065	3,432.34
MOORE MEDICAL LLC	99806440	03/12/2018	21185816	101.42.4200.423.60065	370.00
MOORE MEDICAL LLC	81528640	03/20/2018	21185816	101.42.4200.423.60065	(32.35)
MOORE MEDICAL LLC	90596304	03/20/2018	21185816	101.42.4200.423.60065	86.00
MOORE MEDICAL LLC	90618989	03/20/2018	21185816	101.42.4200.423.60065	(334.00)
MOORE MEDICAL LLC	90619101	03/20/2018	21185816	101.42.4200.423.60065	(150.00)
MOORE MEDICAL LLC	99606390 B	03/20/2018	21185816	101.42.4200.423.60065	0.71
MOORE MEDICAL LLC	99696581	03/20/2018	21185816	101.42.4200.423.60065	1,197.68
MTI DISTRIBUTING CO	1148484-01	03/20/2018	91180	101.44.6000.451.40047	962.00
MUNICIPAL EMERGENCY SERVICES, INC.	IN1206462	03/12/2018	C43426	101.42.4200.423.60045	528.83
NATURE CALLS, INC.	25647	03/20/2018	FEBRUARY 2018	101.44.6000.451.40065	348.00
NEW CONCEPTS MGMT GROUP INC	020518A	03/12/2018	9026 CARTER PATH MAILBOX REPAIR	101.43.5200.443.60016	75.00
OXYGEN SERVICE COMPANY, INC	03398795	03/20/2018	04394	101.42.4000.421.60065	35.06
PERA	INV0072301	03/16/2018	PERA COORDINATED PLAN	101.203.2030600	39,179.86
PERA	INV0072302	03/16/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,013.86
PERA	INV0072303	03/16/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0072304	03/16/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0072305	03/16/2018	PERA POLICE & FIRE PLAN	101.203.2030600	14,670.89
PERA	INV0072306	03/16/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	22,006.39
PETTY CASH-WF PURCHASE CARD FEES	FEBRUARY 2018	03/12/2018	FEBRUARY 2018	101.41.2000.415.70440	139.09
PROFESSIONAL LAW ENFORCEMENT ASSISTAN	2018 DUES	03/20/2018	2018 DUES	101.42.4000.421.50080	35.00
SAFE-FAST, INC.	INV196476	03/20/2018	INVERGRV01	101.43.5200.443.60045	168.85
SEXTON PRINTING INC	273934	03/12/2018	8096	101.41.1100.413.50032	3,373.00
ST. CLOUD STATE UNIVERSITY	MCFOA.01.70	03/20/2018	2018 MCFOA CONFERENCE	101.41.1100.413.50080	295.00
THOMSON REUTER - WEST	837788399	03/12/2018	1000197212	101.42.4000.421.30700	199.56
TYLER TECHNOLOGIES, INC	025-215035	03/12/2018	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0408648	03/12/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0408648	03/12/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0409761	03/12/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0409761	03/12/2018	1051948	101.44.6000.451.60045	24.47
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.42.4000.421.50020	894.56
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.42.4200.423.50020	596.83
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.43.5000.441.50020	51.58
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.43.5100.442.50020	309.48
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.43.5200.443.50020	368.89
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.44.6000.451.50020	466.09
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.45.3000.419.50020	51.58
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	101.45.3300.419.50020	297.44
VERIZON WIRELESS	9802333475	03/12/2018	942147853-00001	101.42.4000.421.50020	570.25
WS&D PERMIT SERVICE	197859	03/20/2018	BD2017-1030 REFUND	101.45.0000.3221000	82.60
Fund: 101 - GENERAL FUND					366,660.71
ENSEMBLE CREATIVE & MARKETING	IGH022818	03/20/2018	JAN/FEB 2018	201.44.1600.465.50025	1,118.00
LIME VALLEY ADVERTISING, INC.	18143	03/20/2018	2/27/18	201.44.1600.465.50025	1,710.00
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-0318	03/12/2018	3/1/18	201.44.1600.465.50025	800.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8651	03/12/2018	JANUARY 2018	201.44.1600.465.30700	102.84
RIVER HEIGHTS CHAMBER OF COMMERCE	8651	03/12/2018	JANUARY 2018	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8651	03/12/2018	JANUARY 2018	201.44.1600.465.40065	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8689	03/12/2018	FEBRUARY 2018	201.44.1600.465.30700	102.84
RIVER HEIGHTS CHAMBER OF COMMERCE	8689	03/12/2018	FEBRUARY 2018	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8689	03/12/2018	FEBRUARY 2018	201.44.1600.465.40065	250.00
ST PAUL ARENA COMPANY, LLC	SPAC0002457	03/12/2018	FEBRUARY 2018	201.44.1600.465.50025	200.00
Fund: 201 - C.V.B. FUND					12,295.98
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	204.44.6100.452.30550	14.40
IGH SENIOR CLUB	3/7/18	03/20/2018	SENIOR CLUB MEMBERSHIP	204.227.2271000	431.00
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	204.207.2070300	155.57
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	204.44.6100.452.50020	51.58
Fund: 204 - RECREATION FUND					652.55
AEP ONSITE PARTNERS, LLC	419-21112635	03/20/2018	3/6/18	205.44.6200.453.40020	247.78
AEP ONSITE PARTNERS, LLC	419-21112635	03/20/2018	3/6/18	205.44.6200.453.40020	350.35
CITY OF ROSEMOUNT	5	03/20/2018	CHOCOLATE & MOTOWN HITS	205.44.6200.453.50090	24.75
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	205.44.6200.453.30550	2.80
HUEBSCH SERVICES	4034232	03/12/2018	92965	205.44.6200.453.40040	272.40
HUEBSCH SERVICES	4034232	03/12/2018	92965	205.44.6200.453.40040	59.79
IND SCHOOL DISTRICT 197 DAKOTA CITY	2/26/18	03/20/2018	DAY TRIPPERS TRIP	205.44.6200.453.50090	885.00
MILLER'S ELECTRIC	597	03/20/2018	3/4/18	205.44.6200.453.40040	505.00
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	205.207.2070300	8,194.41
MSHSL REGION 3AA	3/13/18	03/20/2018	SECTION 3AA GIRLS HOCKEY	205.44.0000.3492200	3,672.00
OLD WORLD PIZZA	2/24/18	03/12/2018	2/24/18	205.44.6200.453.60065	74.00
PERFECTION PLUS, INC	1128547	03/20/2018	FEBRUARY 2018	205.44.6200.453.40040	5,857.50
TANBERG, TERRY	2/26/18	03/12/2018	REFUND - LOW ENROLLMENT	205.44.0000.3493501	26.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	205.44.6200.453.50020	51.58
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	205.44.6200.453.50020	79.45
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	205.44.6200.453.50020	69.87
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	205.44.6200.453.50020	69.86
Fund: 205 - COMMUNITY CENTER					20,522.48
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	290.45.3000.419.30550	1.36
Fund: 290 - EDA OPERATING					1.36
EHLERS AND ASSOCIATES, INC.	76285	03/12/2018	2/14/18	353.57.9000.570.30150	1,000.00
Fund: 353 - G.O. CAP IMPR BONDS 2009A					1,000.00
EHLERS AND ASSOCIATES, INC.	76309	03/12/2018	2/16/18	356.57.9000.570.30150	3,390.00
Fund: 356 - G.O.PIR REFUNDING 2010C					3,390.00
HOISINGTON KOEGLER GROUP INC.	016-062-15	03/20/2018	016-062	436.73.5900.736.30700	15,034.06
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	436.45.3000.419.50025	82.50
Fund: 436 - 2016 IMPROVEMENT FUND					15,116.56
EVERGREEN LAND SERVICES	00-11922	03/12/2018	2/28/18	437.44.5900.737.30700	824.08
EVERGREEN LAND SERVICES	00-11928	03/12/2018	2/28/18	437.44.5900.737.30700	2,928.15
PENFIELD, INC.	119-18MM	03/12/2018	119-18MM	437.44.5900.737.30700	4,500.00
WENCK ASSOCIATES, INC.	11800529	03/12/2018	B3619-0002	437.73.5900.737.30300	2,578.00
Fund: 437 - 2017 IMPROVEMENT FUND					10,830.23
BRAUN INTERTEC CORPORATION	B119462	03/12/2018	I09213	440.74.5900.740.30300	6,425.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	440.74.5900.740.50025	154.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	440.74.5900.740.50025	616.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	440.74.5900.740.50025	69.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	440.74.5900.740.50025	69.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					7,333.00
E-IGHWMO	1802	03/12/2018	2018 MEMBER CONTRIBUTION	441.74.5900.741.50070	1,168.39
LOWER MISSISSIPPI RIVER WMO	201801	03/12/2018	3/2/18	441.74.5900.741.50070	38,553.44
Fund: 441 - STORM WATER MANAGEMENT					39,721.83
BOLTON & MENK, INC.	0212202	03/12/2018	T18.108658	446.74.5900.746.30300	1,245.00
BOLTON & MENK, INC.	0212202	03/12/2018	T18.108658	446.74.5900.746.30300	2,465.00
DAKOTA CTY FINANCIAL SVCS	00029384	03/20/2018	P0001753	446.74.5900.746.30700	980,197.03
WSB & ASSOCIATES, INC.	2/26/18 9	03/12/2018	0-003599-000	446.74.5900.746.30300	7,754.25
Fund: 446 - NW AREA					991,661.28
PIONEER ENGINEERING	20180207025	03/12/2018	117140	449.45.3000.419.30300	2,385.00
PIONEER ENGINEERING	20180306066	03/20/2018	117140	449.45.3000.419.30300	240.00
Fund: 449 - COMMUNITY PROPERTY					2,625.00
DAKOTA COUNTY	03072018IGH	03/12/2018	3 YEAR VOTING EQUIPMENT	450.41.1200.414.60040	10,700.00
Fund: 450 - COMMUNITY PROJECTS FUND					10,700.00
INVER GROVE HEIGHTS DAYS	2018 CONTRIBUTION	03/20/2018	2018 CONTRIBUTION	451.75.5900.751.70600	5,000.00
JOEL CARLSON	3/15/18	03/20/2018	APRIL 2018	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					6,000.00
CITY OF BLOOMINGTON	1800030	03/12/2018	3/1/18	501.50.7100.512.30700	420.00
DALCO CORPORATION	3288707	03/12/2018	1/0001020261	501.50.7100.512.60011	276.47
DALCO CORPORATION	3289180	03/12/2018	0001020261	501.50.7100.512.60011	17.95
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	501.50.7100.512.30550	44.08
GRAINGER	9712817106	03/12/2018	806460150	501.50.7100.512.60016	55.89
GREAT NORTHERN ENVIRONMENTAL LLC	1875	03/12/2018	2/26/18	501.50.7100.512.60016	139.34
METROWIDE PLUMBING LLC	2/26/18	03/12/2018	6600 RIVER ROAD	501.50.7100.512.40043	405.00
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	501.207.2070200	1,582.87
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	501.207.2070300	53.92
PETE'S WATER & SEWER	170133-01	03/12/2018	11/30/17	501.50.7100.512.40046	840.06
SHANK CONSTRUCTORS, INC.	3267	03/12/2018	2/15/18	501.50.7100.512.40040	2,614.00
STANTEC CONSULTING SERVICES INC.	1303017	03/12/2018	92607	501.50.7100.512.30700	6,656.50
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2018063	03/12/2018	2/28/18	501.50.7100.512.30700	1,625.20
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2018064	03/12/2018	2/28/18	501.50.7100.512.30700	1,612.28
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	501.50.7100.512.50020	382.62
Fund: 501 - WATER UTILITY FUND					16,726.18
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001078696	03/12/2018	5084	502.51.7200.514.40015	158,711.74
SHAPCO PRINTING	231712	03/12/2018	0585	502.51.7200.514.50030	325.00
Fund: 502 - SEWER UTILITY FUND					159,059.97
ALL STAR PRO GOLF, INC.	INVA375	03/12/2018	210365	503.52.8000.521.60010	924.12
CLEVELAND GOLF/SRIXON	3/13/18	03/20/2018	GOLF SHOP	503.52.8200.523.76250	753.29
GEMPLER'S INC.	SI04056934	03/20/2018	190222	503.52.8600.527.60012	637.92
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	503.52.8600.527.30550	18.00
GOLF PIPELINE INC.	GB-10034	03/12/2018	7/1/17	503.52.8500.526.50070	14.72
GOLF PIPELINE INC.	GB-10088	03/12/2018	8/1/17	503.52.8500.526.50070	12.72
MADISON NATIONAL LIFE INSURANCE COMPAN	1287676	03/12/2018	MARCH 2018	503.52.8600.527.20630	6.95
MTI DISTRIBUTING CO	1153865-00	03/20/2018	402307	503.52.8600.527.80400	60,905.99
MTI DISTRIBUTING CO	1156020-00	03/20/2018	402307	503.52.8600.527.40042	490.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1154504-02	03/20/2018	402307	503.52.8600.527.40042	54.23
MTI DISTRIBUTING CO	1156035-00	03/20/2018	402307	503.52.8600.527.40042	103.10
PETTY CASH - MATT MOYNIHAN	2018 SEASON OPENING	03/12/2018	SEASON OPENING CHANGE BANK RE	503.100.1010700	1,500.00
PETTY CASH - MATT MOYNIHAN	2018 SEASON OPENING	03/12/2018	SEASON OPENING CHANGE BANK RE	503.100.1010800	300.00
PRESTIGE FLAG	446285	03/20/2018	INVE03	503.52.8600.527.60050	626.54
SOUTH BAY DESIGN	030118	03/20/2018	INVERWOOD	503.52.8500.526.50025	510.00
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	503.52.8500.526.50020	205.15
Fund: 503 - INVER WOOD GOLF COURSE					67,070.71
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	602.00.2100.415.30550	2.15
HEPPNER'S AUTO BODY	43276	03/12/2018	2/7/18	602.00.2100.415.40048	2,272.23
LEAGUE OF MN CITIES	3/5/18	03/12/2018	BALANCE OWED 0200037032	602.00.2100.415.50009	157.78
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	602.00.2100.415.40048	0.65
Fund: 602 - RISK MANAGEMENT					2,432.81
CENTENNIAL GLASS	W00007633	03/20/2018	IGH	603.00.5300.444.40041	50.00
EMERGENCY APPARATUS MAINTENANCE	98296	03/12/2018	1/31/18	603.00.5300.444.40041	297.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL12418-27	03/12/2018	2/20/18	603.00.5300.444.40041	722.10
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL022618-23	03/12/2018	2/26/1	603.140.1450050	150.63
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL030118-23	03/12/2018	3/1/18	603.00.5300.444.40041	199.00
FASTENAL COMPANY	MNTC1212077	03/12/2018	MNTC12064	603.00.5300.444.40041	34.70
FLEETPRIDE	92537441	03/12/2018	2/27/18	603.00.5300.444.40041	361.23
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	603.00.5300.444.30550	12.74
HOTSY EQUIPMENT OF MINNESOTA	58501	03/12/2018	IG07557	603.00.5300.444.40040	396.38
INVER GROVE FORD	6250335/1	03/12/2018	2/22/18	603.00.5300.444.40041	169.98
I-STATE TRUCK CENTER	C242507835:01	03/12/2018	13468	603.00.5300.444.40041	30.11
KIMBALL MIDWEST	6172559	03/12/2018	222006	603.00.5300.444.60012	223.85
KIMBALL MIDWEST	6172559	03/12/2018	222006	603.140.1450050	409.00
KIMBALL MIDWEST	6181583	03/12/2018	222006	603.00.5300.444.60012	73.90
MACQUEEN EMERGENCY GROUP	P00956	03/12/2018	INVER003	603.00.5300.444.40041	953.82
MANSFIELD OIL COMPANY	716404	03/20/2018	23866-01-716404	603.140.1450060	6,003.91
MANSFIELD OIL COMPANY	716405	03/20/2018	23866-02-716405	603.140.1450060	9,423.35
MANSFIELD OIL COMPANY	719949	03/20/2018	23866-01-719949	603.140.1450060	3,016.43
MANSFIELD OIL COMPANY	20654240	03/20/2018	23866	603.140.1450060	959.84
MANSFIELD OIL COMPANY	20654359	03/20/2018	23866	603.140.1450060	1,316.26
METRO JANITORIAL SUPPLY INC	11014736	03/12/2018	2/28/18	603.00.5300.444.60011	269.69
METROWIDE PLUMBING LLC	3/12/18	03/20/2018	8150 BARBARA AVE	603.00.5300.444.40040	220.00
MID CITY SERVICES, INC.	73110	03/12/2018	3/2/18	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	FEB 2018	03/23/2018	FEB 2018	603.00.5300.444.60021	920.55
O' REILLY AUTO PARTS	1767-314157	03/12/2018	1578028	603.00.5300.444.40012	84.14
O' REILLY AUTO PARTS	1767-314518	03/12/2018	1578028	603.00.5300.444.40041	224.10
O' REILLY AUTO PARTS	1767-314527	03/12/2018	1578028	603.00.5300.444.60040	9.99
O' REILLY AUTO PARTS	1767-314674	03/12/2018	1578028	603.00.5300.444.40041	27.25
O' REILLY AUTO PARTS	1767-314727	03/12/2018	1578028	603.140.1450050	21.84
O' REILLY AUTO PARTS	1767-314736	03/12/2018	1578028	603.00.5300.444.40041	18.46
O' REILLY AUTO PARTS	1767-314738	03/12/2018	1578028	603.140.1450050	58.60
O' REILLY AUTO PARTS	1767-314763	03/12/2018	1578028	603.140.1450050	306.00
O' REILLY AUTO PARTS	1767-314839	03/12/2018	1578028	603.140.1450050	50.80
O' REILLY AUTO PARTS	1767-315702	03/12/2018	1578028	603.00.5300.444.40041	133.20
O' REILLY AUTO PARTS	1767-315718	03/12/2018	1578028	603.00.5300.444.40041	194.80
O' REILLY AUTO PARTS	1767-316113	03/20/2018	1578028	603.00.5300.444.40041	45.76
O' REILLY AUTO PARTS	1767-316144	03/20/2018	1578028	603.00.5300.444.40041	24.74
O' REILLY AUTO PARTS	1767-314526	03/12/2018	1578028	603.00.5300.444.40041	(36.00)
O' REILLY AUTO PARTS	1767-316670	03/20/2018	1578028	603.00.5300.444.40041	10.63
O' REILLY AUTO PARTS	1767-316671	03/20/2018	1578028	603.00.5300.444.40041	27.08
O' REILLY AUTO PARTS	1767-316737	03/20/2018	1578028	603.00.5300.444.60040	8.99
O' REILLY AUTO PARTS	1767-317125	03/20/2018	1578028	603.00.5300.444.40041	197.33
O' REILLY AUTO PARTS	1767-317133	03/20/2018	1578028	603.00.5300.444.60012	17.80
O' REILLY AUTO PARTS	1767-317266	03/20/2018	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-317399	03/20/2018	1578028	603.00.5300.444.40041	37.71
O' REILLY AUTO PARTS	1767-317313	03/20/2018	1578028	603.00.5300.444.60040	(8.99)
PERFECTION PLUS, INC	1128547	03/20/2018	FEBRUARY 2018	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980045804	03/12/2018	4502557	603.00.5300.444.60014	295.44
POMP'S TIRE SERVICE, INC.	980046197	03/20/2018	4502557	603.140.1450050	677.82
POMP'S TIRE SERVICE, INC.	980046361	03/20/2018	4502557	603.00.5300.444.60014	180.50
PUMP AND METER SERVICE INC	28605-1	03/12/2018	494500	603.00.5300.444.40041	311.50
RDO EQUIPMENT COMPANY	W43987	03/20/2018	2556007	603.00.5300.444.40041	528.00
TITAN MACHINERY	10502662	03/12/2018	6239910	603.00.5300.444.40041	248.35
TRUCK UTILITIES, INC.	0320648	02/20/2018	000154	603.00.5300.444.40041	632.14
TRUCK UTILITIES, INC.	0320764	02/20/2018	000154	603.00.5300.444.40041	(632.14)
TRUCK UTILITIES, INC.	0321754	03/12/2018	000154	603.00.5300.444.40041	240.00
TRUCK UTILITIES, INC.	0321783	03/12/2018	000154	603.00.5300.444.40041	39.00
UNIFIRST CORPORATION	090 0408648	03/12/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0408648	03/12/2018	1051948	603.00.5300.444.60045	41.52
UNIFIRST CORPORATION	090 0409761	03/12/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0409761	03/12/2018	1051948	603.00.5300.444.60045	51.37
VERIZON WIRELESS	9802281390	03/12/2018	Telephone	603.00.5300.444.50020	115.42
WESTERN PETROLEUM COMPANY	97553908-41801	03/12/2018	112741	603.00.5300.444.40041	132.55
WESTERN PETROLEUM COMPANY	97554127-41801	03/12/2018	112741	603.140.1450050	1,333.02
WESTERN PETROLEUM COMPANY	97536983-41801	03/12/2018	112741	603.00.5300.444.40041	127.05
Fund: 603 - CENTRAL EQUIPMENT					32,862.15
INNOVATIVE OFFICE SOLUTIONS	SUM-038278	03/12/2018	S28777	604.00.2200.416.60010	590.42
US BANCORP EQUIPMENT FINANCE, INC.	351906722	03/12/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					3,145.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21112635	03/20/2018	3/6/18	605.00.7500.460.40020	207.71
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4042424	03/20/2018	100075	605.00.7500.460.40065	118.22
KENDALL DOORS & HARDWARE	SI057172	03/20/2018	3/2/18	605.00.7500.460.40040	4,079.00
LONE OAK COMPANIES	77783	03/20/2018	2/28/18	605.00.7500.460.50035	430.41
LONE OAK COMPANIES	3/12/18	03/20/2018	UTILITY BILLING	605.00.7500.460.50035	1,426.00
PERFECTION PLUS, INC	1128547	03/20/2018	FEBRUARY 2018	605.00.7500.460.40040	4,512.08
SOLAR SHIELD, INC.	46551	03/20/2018	3/13/18	605.00.7500.460.40040	960.00
Fund: 605 - CITY FACILITIES					11,736.92
CDW GOVERNMENT INC	LST5266	03/12/2018	2394832	606.00.1400.413.60041	1,950.60
ESRI INC	93429552	03/20/2018	19729	606.00.1400.413.50070	17,650.00
GENESIS EMPLOYEE BENEFITS, INC	IN1230285	03/12/2018	Payroll	606.00.1400.413.30550	24.55
LVC COMPANIES, INC.	SIL-72969	03/12/2018	2/2/18	606.00.1400.413.50070	15,135.00
MIDAMERICA BUSINESS SYSTEMS	743228	03/20/2018	I259	606.00.1400.413.50070	9,885.00
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	606.00.1400.413.60041	1.33
MN DEPT OF REVENUE	FEB 2018	03/20/2018	FEB 2018 SALES AND USE TAX	606.00.1400.413.80610	99.83
MTI DISTRIBUTING CO	DV17110519	03/20/2018	I09213	606.00.1400.413.50070	310.00
OFFICE OF MN. IT SERVICES	DV17040535	03/20/2018	200B00171	606.00.1400.413.50070	348.00
OFFICE OF MN. IT SERVICES	DV17100523	03/20/2018	200B00171	606.00.1400.413.50070	310.00
Fund: 606 - TECHNOLOGY FUND					45,714.31
CULLIGAN	157-98473242-8	03/12/2018	157-98473242-8	702.229.2286300	4.50
EMMONS & OLIVIER RESOURCES	00095-0056-15 B	03/20/2018	IGH 2017	702.229.2288101	4,350.75
EMMONS & OLIVIER RESOURCES	00095-0056-15 B	03/20/2018	IGH 2017	702.229.2292502	904.25
EMMONS & OLIVIER RESOURCES	00095-0056-15 B	03/20/2018	IGH 2017	702.229.2304602	501.50
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	702.229.2291302	23.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	702.229.2291802	23.00
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	702.229.2291902	25.88
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	702.229.2292202	20.13
LILLIE SUBURBAN NEWSPAPERS	2/28/18 001363	03/20/2018	Advertising/Publishing	702.229.2293002	34.50
PETTY CASH - POLICE	1/31/18	03/12/2018	PETTY CASH REQUEST	702.229.2291000	95.00
SHORT ELLIOTT HENDRICKSON, INC.	336002	03/12/2018	4340	702.229.2294501	576.02
SHORT ELLIOTT HENDRICKSON, INC.	337440	03/12/2018	4340	702.229.2293301	1,965.08
SHORT ELLIOTT HENDRICKSON, INC.	337441	03/12/2018	4340	702.229.2294501	935.03
WASHINGTON COUNTY COURT ADMIN	112003552	03/20/2018	MARK AARON SCHROEDER	702.229.2291000	385.00
Fund: 702 - ESCROW FUND					9,843.64
Grand Total					1,837,103.09

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Ice Resurfacer for the VMCC

Meeting Date: March 26, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Kristi Smith

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the purchase of a Zamboni brand 552AC ice resurfacer from the Frank J. Zamboni Company for a purchase price of \$136,890. The purchase is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%.

SUMMARY

In February of this year the City Council approved a Joint Powers Agreement (JPA) with the City of Rosemount for improvements to the West Rink. The agreement includes the City of Inver Grove Heights purchasing a second ice resurfacer. Under the terms of the agreement, the City of Rosemount will reimburse the City 90% of the cost of ice resurfacer over a 10-year period.

In January of this year we posted an Advertisement for Bid for the purchase of a new ice resurfacer and on February 1st we opened bids. We received only one bid of the ice resurfacer and that was from the Frank J Zamboni Company, the bid information is attached.

Based on the fact that we only received one bid, we consulted the City Attorney to ensure we could move forward with the purchase and Mr. Kuntz does confirm we can move forward. Additionally, the information was shared with the City of Rosemount and they support moving forward.

Inver Grove Heights - VMCC		
February 1, 2018		
Ice Resurfacers Bid Opening		
	Bid	Recommended Options
	Zamboni	Frank J. Zamboni Company
	552 AC	Zamboni 552 AC
Base Bid	\$ 121,650	\$ 121,650
Advanced Water System	\$ 4,900	NA
Aluminum Wheels	Standard	Standard
Auto Snow Breaker	\$ 1,665	NA
Back Up Alarm	\$ 660	NA
Board Brush	\$ 5,480	\$ 5,480
Conditioner Poly Side Plate	Standard	Standard
Electronic Water Level Sight Gauge	\$ 465	NA
Guide Wheel (Front)	Standard	Standard
Guide Wheel (Rear)	Poly Plate Standard	Poly Plate Standard
Integrated Auger Wash Out System	\$ 1,170	NA
Parking Brake	Standard	Standard
Powder Coated Conditioner	Black Standard	Black Standard
Single Point Watering System for Batteries	\$ 1,525	\$ 1,525
Snow Tank Light	\$ 390	NA
Stainless Steel Water Distribution Pipe	\$ 375	\$ 375
Tire Wash System	\$ 1,320	\$ 1,320
Viscous Coupling Drive Shaft	\$ 1,580	\$ 1,580
Wash Water System w/Poly Tank	\$ 4,580	\$ 4,580
Water Gun for Batteries	\$ 380	\$ 380
Zamboni Connect	\$ 1,900	NA
Zamboni Fast Ice System	\$ 17,500	NA
Zamboni Level Ice	\$ 19,000	NA
Purchase Price	\$ 184,540	\$ 136,890
Applicable Tax	None	None
Delivery Cost	Included	Included
Delivery Date	180 Days from order	180 Days from order
Total Price (purchase + tax + delivery)	\$ 184,540	\$ 136,890

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSENT AGENDA FOR THE 2018 LEGISLATIVE INITIATIVES AND POSITIONS

Meeting Date: March 26, 2018

Item Type: Consent

Contact: Carrie Isaacson, Admin Services
Coordinator

Prepared by: Carrie Isaacson, Admin Services

Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

☒ x

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

New FTE requested – N/A

☐

Other

PURPOSE/ACTION REQUESTED: Establish the City of Inver Grove Heights Legislative Initiatives and Positions for the 2018 Legislative Session.

SUMMARY: The City has established a practice of identifying priorities relating to potential state legislative action prior to the start of the legislative session. These initiatives closely resemble or mirror positions already taken by the Municipal Legislative Commission (MLC), the League of Minnesota Cities (LMC) and the Association of Metropolitan Municipalities (AMM).

The attached document lists priority items the City supports and opposes for both initiatives and positions, which were the items Council was presented with at a Special Session Legislative Meeting on Monday, March 5th. Our priority bonding effort this year is towards the realignment of Argenta Trail in Inver Grove Heights County State-Aid Highway (CSAH 63), in anticipation of the development of an interchange of Argenta Trail and Interstate 494 in the future. The City is requesting \$6,100,000 towards this project.



City of Inver Grove Heights 2018 Legislative Agenda / Positions

A. Support the Municipal Legislative Commission's (MLC) legislative program

Specific areas of support are: 1) Grant State authority to approve sales tax exemptions on construction materials and capital equipment; 2) Increased flexibility on the life of Tax Increment Financing (TIF) districts; and 3) maintain the Homestead Market Value Exclusion program

B. Fiscal Disparities – The City of Inver Grove Heights advocates for legislation that would reflect a meaningful analysis of the present day applicability of the state's 1971 commercial industrial "tax-base sharing" law and opposes the use of fiscal disparities to fund social or physical metropolitan programs because of its complexities results in a metropolitan-wide property tax increase hidden from the public.

C. Levy Limits – The City of Inver Grove Heights supports the principle of representative democracy that allows city councils to formulate local budgets. The city opposes state restrictions on local budgets and opposes legislation that imposes levy limits or the imposition of artificial mechanisms proposals such as the "taxpayer's bill of rights," valuation freezes, payroll freezes, reverse referenda, fund balance restrictions, super majority requirements for levy or other limitations to the local government budget and taxing process.

D. Support Local Control – The City of Inver Grove Heights supports a) the necessary changes to the Data Practices Act to protect municipalities from abusive or harassing requests, while helping to compensate for overly broad and burdensome requests; and b) supports reducing the number of state and regional agencies that regulate municipal activities related to water quality and water supply.

E. Local Government Aid (LGA) – The City of Inver Grove Heights advocates for policies that more fairly address the disparities in property tax burdens as a percentage of income as documented by the Voss Data Base. The City supports continued funding of Voss Data Base and compilation of data by the Department of Revenue.

F. Invest in Transportation and Jobs – The City of Inver Grove Heights supports a regionally balanced, broad based transportation funding package and supports state funding to restore jobs and economic development: a) Job Creation Fund (JCF) cut: \$6 million in FY 2018 and each year going forward; and b) Minnesota Investment Fund (MIF) cut: \$4 million in FY 2018 and each year going forward.

G. FY 2018 State of Minnesota Bonding Bill Effort – The City of Inver Grove Heights is in favor of one bonding bill effort to request \$6,100,000 towards the realignment of Argenta Trail in Inver Grove Heights County State-Aid Highway (CSAH 63), in anticipation of the development of an interchange of Argenta Trail and Interstate 494 in the future; and for the reconstruction and expansion of 70th Street (CSAH 26) from two lanes to four lanes with turn lanes between the corporate boundary with the City of Eagan and realigned CSAH 63. Successful bond proceeds would be used to fund all design, acquisition of right-of-way and easements, private utility location, inspection and construction services.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Purchase of Capital Equipment

Meeting Date: March 26, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of purchase of capital equipment included in the approved 2018 budget.

SUMMARY

The attached memo from the Street Maintenance Superintendent presents cost information for the replacement of eighteen pieces of equipment approved for replacement in 2018. The attached proposal is based on the Minnesota State Cooperative Purchasing pricing. The prices shown include the trade-in value, sales tax and applicable fees.

I recommend approval of the capital equipment purchase that would be funded from the Central Equipment Fund.

SDT/kf

Attachment: Memo

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott Thureen, Public Works Director

FROM: Barry Underdahl, Street Superintendent

DATE: March 15, 2018

SUBJECT: 2018 Capital Equipment Purchases

The following equipment is proposed to be purchased in 2018 as previously discussed with the Mayor and City Council. The acquisition dollars are included in the 2018 budget as approved by the City Council.

The acquisition costs listed are current government contract prices and include trade-in values, taxes, fees, and registration costs where applicable.

Street Maintenance

		Budget	Acquisition
#311	2007 Sterling Dump Truck with plow equipment	\$218,930.00	\$169,780.00
#315	2008 Ford F250 with plow	\$45,843.00	\$30,016.00
#318	2007 Ford F550 with plow	\$99,358.00	\$54,950.00
#322	Mauldin Tack Trailer/Tack Oil Distributer	\$15,052.00	\$33,560.00
Streets Totals		\$379,183.00	\$288,306.00

Utilities Maintenance

#415	2004 Chevrolet K2500 Pickup	\$41,426.00	\$37,688.00
Utilities Totals		\$41,426.00	\$37,688.00

Fire Department

#2740	2007 Ford F150 Fire Marshal Pickup	\$40,156.00	\$29,000.00
#S2	2010 Ford Expedition Squad #2	\$34,042.00	\$41,500.00
Fire Totals		\$74,198.00	\$70,500.00

Park Maintenance

#507	2008 Ford F250	\$37,732.00	\$31,016.00
#508	2007 Ford F250	\$39,940.00	\$37,289.00
#526	2008 Toro Workman	\$36,247.00	\$35,772.00
#533	2011 Toro Z597 Mower	\$18,677.00	\$7,950.00
#539	2011 Toro Z597 Mower	\$18,133.00	\$7,750.00
Parks Totals		\$150,729.00	\$119,777.00

Building Inspections

#804	2006 Ford Escape	\$31,504.00	\$26,760.00
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Police Department

#0819	2008 Ford Taurus	\$28,701.00	\$30,344.00
#0860	2008 Ford F150 Pickup	\$28,948.00	\$28,636.00
TBD	2015 Police Interceptor Utility	\$35,231.00	\$28,800.00
TBD	2015 Police Interceptor Utility	\$35,231.00	\$28,800.00
TBD	2015 Police Interceptor Utility	\$34,311.00	\$28,800.00
Police Totals		\$162,422.00	\$145,380.00

	Budget	Acquisition
Grand Totals	\$839,462.00	\$688,411.00

Acquisition costs include current contract pricing, trade values, applicable taxes and fees. Final costs could change depending on contract dates, vehicle or equipment manufacturing cutoff dates, and any changes in taxes and/or fees at the time of delivery.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 12 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Meeting Date: **March 26, 2018**
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SST SB*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: 511 NWA Water Fund and 512 NWA Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 12 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$6,402,333.35 to EJM Pipe Services on April 11, 2016.

Pay Voucher No. 12 is for work that occurred through the end of February for the installation of the trunk sanitary sewer and water main.

I recommend approval of Pay Voucher No. 12 in the amount of \$ 70,863.68 for work on the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

TJK/me

Attachments: Pay Voucher No. 12

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

ESTIMATE NO: 12 (Twelve)
DATE: March 26, 2018
PERIOD ENDING: February 28, 2018
PROJECT NO: 2015-13 NWA Trunk Utility Improvements, Argenta District
2015-16 Trunk Utilities, Argenta Trail to Blackstone Ridge

TO: EJM Pipe Services
7807 Lake Drive
Lino Lakes, MN 55014

Original Contract Amount	\$6,402,333.35
Total Addition (Change Orders No. 1,2,3 and 4)	\$264,024.68
Total Deduction	\$0.00
Total Contract Amount	\$6,666,358.03
Total Value of Work to Date	\$6,514,197.24
Less Retained (2%).....	\$130,283.94
Less Previous Payment.....	\$6,313,049.62
Total Approved for Payment this Voucher	\$70,863.68
Total Payments including this Voucher.....	\$6,383,913.30

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through February 28, 2018.

Signed by: Thomas J. Kaldunski March 26, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____
EJM Pipe Services Date

Signed by: _____
George Tourville, Mayor March 26, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09A – Crackseal

Meeting Date: March 26, 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: Pavement Management Fund 440 and Water Fund

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2018 Pavement Management Program, City Project No. 2018-09A – Crackseal.

SUMMARY

City Project No. 2018-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on March 19, 2018. Four contractors submitted bids. The Crackseal area map is attached. The map shows the base bid areas (1, 2, and 3) and bid alternate areas (A through C). The attached bid tabulation summarizes the base bid and bid alternates.

The 2018 PMP budget has \$509,244 available for Crackseal and seal coat which includes \$9,244 from Utility Funds. The target budget for Crackseal is \$75,000; therefore, award of the Base Bid and Bid Alternate A through C for Crackseal is proposed.

The low combined Base Bid (Areas 1, 2, and 3) and Bid Alternates A through C, submitted by Fahrner Asphalt Sealers, LLC, is \$72,026.29.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2018-09A – Crackseal to Fahrner Asphalt Sealers, LLC, in the amount of \$72,026.29, for the Base Bid plus Bid Alternates A through D. The 2018 Crackseal project will be awarded within the 2018 Pavement Management budget total amount.

TJK/kf

Attachments: Resolution
 Area Map
 Minutes of Bid Opening

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2018-09A – CRACKSEAL TO FAHRNER ASPHALT SEALERS, LLC, IN THE AMOUNT OF \$72,026.29 (BASE BID PLUS BID ALTERNATES A THROUGH C)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2018 Pavement Management Program, City Project 2018-09A – Crackseal, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid	Alternates A through C	Base Bid + Alternates A through C
Fahrner Asphalt Sealers	Yes	\$ 54,352.20	\$17,674.08	\$72,026.29
Astech Corp.	Yes	\$121,303.20	\$54,284.00	\$175,587.20
American Pavement Solutions	Yes	\$136,054.75	\$43,666.50	\$179,721.26
Allied Blacktop	Yes	\$179,687.15	\$40,026.25	\$219,713.40

WHEREAS, funding is available for the project from the Pavement Management Fund and Water Fund; and

WHEREAS, bids were reviewed to determine the combination of Base Bid plus Bid Alternates A through D that would provide the largest project within the budgeted amount; and

WHEREAS, Fahrner Asphalt Sealers, LLC is the lowest responsible bidder including the Base Bid plus Bid Alternates A through C; with a total amount of \$72,026.29.

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 Fahrner Asphalt Sealers, LLC, in the name of the City of Inver Grove Heights, for the 2018 Pavement Management Program, City Project 2018-09A – Crackseal 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. Project funding for the Base Bid and Bid Alternates A through C, in the amount of \$72,026.29, shall be provided by Fund 440 - Pavement Management Capital Project Fund and the Water Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of March 2018

AYES:

NAYS:

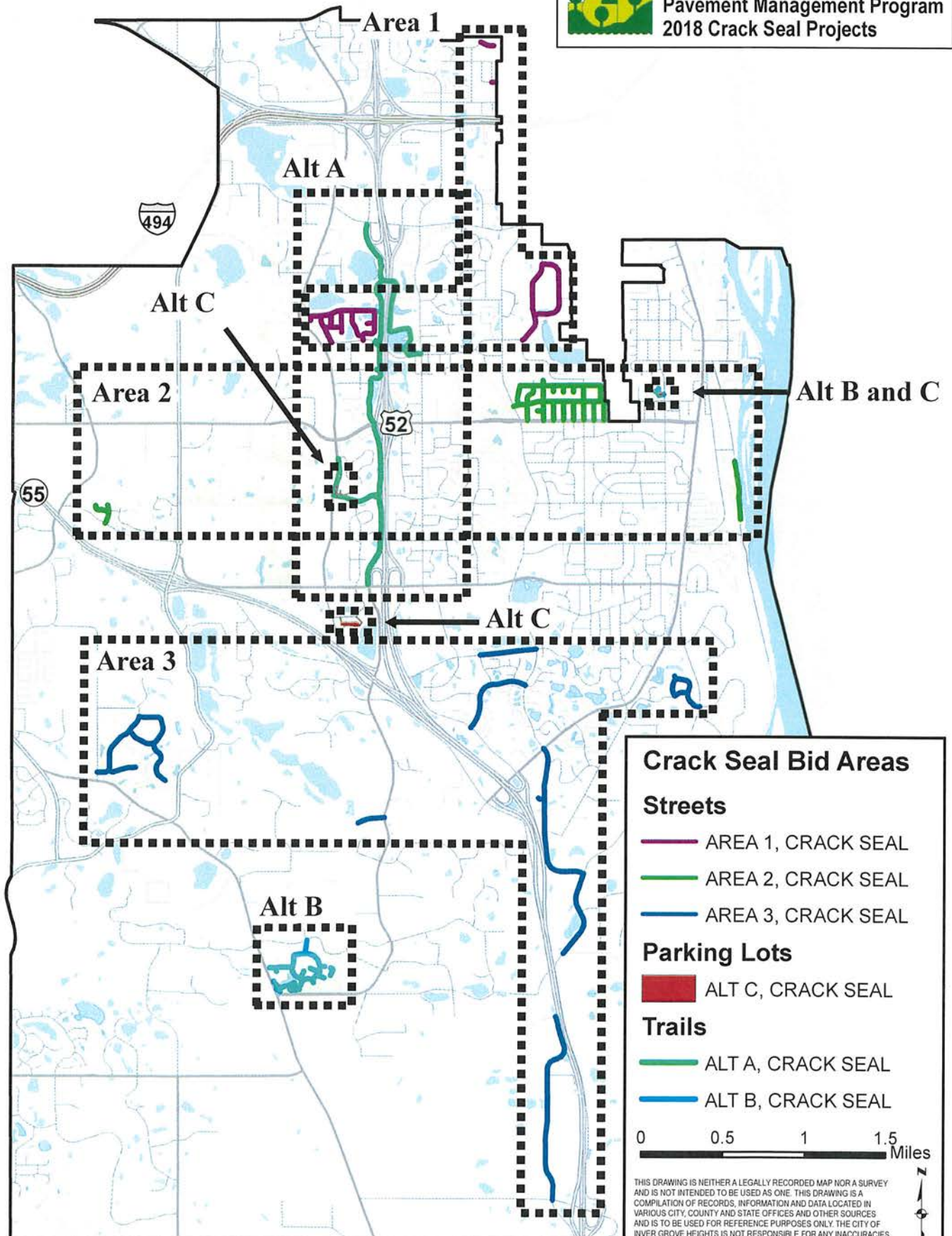
ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk



City of Inver Grove Heights
Pavement Management Program
2018 Crack Seal Projects



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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February 14, 2018

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening
Monday, March 19, 2018 at 10:00 a.m.

City Project No. 2018-09A - Crackseal

Pursuant to an advertisement for bids for City Project No. 2018-09A, an administrative meeting was held on March 14, 2018 for the purpose of bid opening. Bids were opened and read aloud.

Attending the bid opening were:

Thomas J. Kaldunski, City Engineer
Nick Hahn, Sr. Engineering Technician
Matt Dolecki, Allied Blacktop
Doug Welk, Astech

Bids were opened and read aloud as follows:

City Project No. 2018-09A – Crackseal

Contractor	5% Bid Bond	Addendum Acknowledged	Base Bid (Schedules 1 – 3)	Alternates A through C	Base Bid + Alternates A through C
Fahrner Asphalt	Yes	Yes	\$ 54,352.20	\$17,674.08	\$ 72,026.29
Astech Corp.	Yes	Yes	\$121,303.20	\$54,284.00	\$175,587.20
American Pavement Solutions	Yes	Yes	\$136,054.75	\$43,666.50	\$179,721.26
Allied Blacktop	Yes	Yes	\$179,687.15	\$40,026.25	\$219,713.40

Submitted by:



Nick Hahn, Sr. Engineering Technician

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09B – Sealcoat

Meeting Date: March 26, 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: Pavement Management Fund 440 and Water Fund

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2018 Pavement Management Program, City Project No. 2018-09B – Sealcoat.

SUMMARY

City Project No. 2018-09B was advertised with bids received and publicly read aloud at 10:00 a.m. on March 19, 2018. Three contractors submitted bids. The Sealcoat area map is attached. The map shows the base bid areas (1, 2, 3, 4 and 5) and bid alternate areas (A through F). The attached bid tabulation summarizes the base bid and bid alternates.

The 2018 PMP budget has \$509,244 available for crack seal and Sealcoat which includes \$9,244 of utility funds. The target budget for Sealcoat is \$425,000. Award of the Base Bid and Bid Alternates A through F for Sealcoat is proposed due to being within the budgeted amount.

The low combined Base Bid (Areas 1, 2, 3, and 4) and Bid Alternates A through F, submitted by Pearson Brothers, Inc., is \$411,717.00.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2018-09B – Sealcoat to Pearson Brothers, Inc., in the amount of \$411,717.00, for the Base Bid plus Bid Alternates A through F. The 2018 Sealcoat project will be awarded within the 2018 Pavement Management budget total amount.

TJK/kf

Attachments: Resolution
 Area Map
 Minutes of Bid Opening

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2018-09B – SEALCOAT TO PEARSON BROTHERS, INC., IN THE AMOUNT OF \$411,717.00 (BASE BID PLUS BID ALTERNATES A through F)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2018 Pavement Management Program, City Project 2018-09B – Sealcoat, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid	Alternates A through F	Base Bid + Alternates A through F
Pearson Brothers, Inc.	Yes	\$188,806.19	\$222,910.81	\$411,717.00
Allied Blacktop	Yes	\$174,821.74	\$270,590.98	\$445,412.72
Asphalt Surface Tech. Corp.	Yes	\$199,416.59	\$265,394.77	\$464,811.36

WHEREAS, funding is available for the project from the Pavement Management Fund and the Water Fund; and

WHEREAS, bids were reviewed to determine the combination of Base Bid and Bid Alternates that would provide the largest project within the budgeted amount; and

WHEREAS, Pearson Brothers, Inc. is the lowest responsible bidder including the Base Bid and Bid Alternates A through F; with a total amount of \$411,717.00 and Allied Blacktop. was second lowest bidder on the selected base and alternate bids at \$445,412.72.

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 Pearson Brothers, Inc., in the name of the City of Inver Grove Heights, for 2018 Pavement Management Program, City Project 2018-09B – Sealcoat 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. Project funding for the Base Bid and Bid Alternates A through F, in the amount of \$411,717.00, shall be provided by Fund 440 - Pavement Management Capital Project Fund and the Water Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of March 2018

AYES:

NAYS:

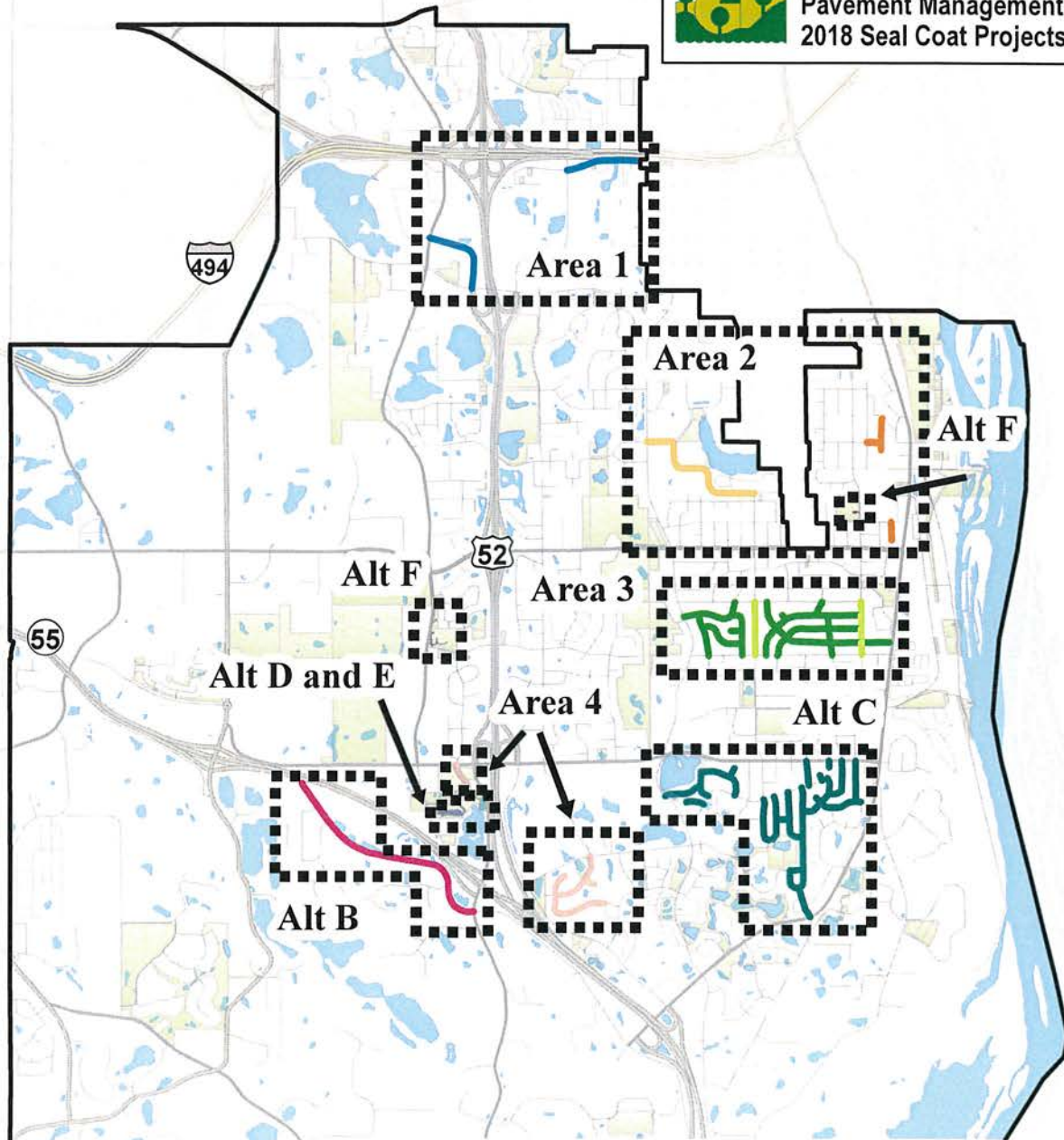
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights
Pavement Management Program
2018 Seal Coat Projects



Seal Coat and Fog Seal Bid Areas

Streets

- AREA 1, SEAL COAT
- AREA 2, SEAL COAT
- AREA 2, SEAL COAT AND FOG SEAL
- AREA 3, SEAL COAT
- AREA 3, SEAL COAT AND FOG SEAL
- AREA 4, SEAL COAT
- ALT A, SEAL COAT AND FOG SEAL
- ALT B, SEAL COAT
- ALT C, SEAL COAT

Parking Lots

- ALT D, SEAL COAT AND FOG SEAL
- ALT E, SEAL COAT AND FOG SEAL
- ALT F, SEAL COAT AND FOG SEAL

0 0.5 1 1.5 Miles

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

Map produced by the City of Inver Grove Heights. Copyright ©
City of Inver Grove Heights 2018

February 14, 2018

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening
Monday, March 19, 2018 at 10:00 a.m.

City Project No. 2018-09B – Sealcoat

Pursuant to an advertisement for bids for City Project No. 2018-09B, an administrative meeting was held on March 14, 2018 for the purpose of bid opening. Bids were opened and read aloud.

Attending the bid opening were:

Thomas J. Kaldunski, City Engineer
Nick Hahn, Sr. Engineering Technician
Matt Dolecki, Allied Blacktop
Doug Welk, Astech Corp.

Bids were opened and read aloud as follows:

City Project No. 2018-09B – Sealcoat

Contractor	5% Bid Bond	Addendum Acknowledged	Base Bid (Schedules 1 – 4)	Alternates A through F	Base Bid + Alternates A through F
Pearson Bros.	Yes	Yes	\$188,806.19	\$222,910.81	\$411,717.00
Allied Blacktop	Yes	Yes	\$174,821.74	\$270,590.98	\$445,412.72
Astech Corp.*	Yes	Yes	\$199,416.59	\$265,394.77	\$464,811.36

Submitted by:



Nick Hahn, Sr. Engineering Technician

*Bid form as read had Base Bid + Alternates equals \$265,394.77 (this number represented the Alternates total only). The bid form was corrected to reflect the actual base bid plus the alternates to equal \$464,811.36.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Construction Phase Services from Kimley-Horn & Associates, Inc. and Accepting Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2017-21 – VMCC/Golf Course Parking Lots

Meeting Date: March 26, 2018
 Item Type: Consent
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SW

PK

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting construction phase services from Kimley-Horn & Associates, Inc. (Kimley-Horn) and accepting geotechnical services proposal from American Engineering and Testing, Inc. (AET) for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

SUMMARY

On March 12, 2018 City Council awarded the project for City Project No. 2017-21 – VMCC/Golf Course Parking Lots to McNamara Contracting, Inc. City staff has obtained proposals for construction phase services from Kimley-Horn in the amount of \$49,950 and geotechnical services from AET in the amount of \$15,600 for this project.

The proposals have been reviewed by staff and the Engineering Division recommends that the proposals from Kimley-Horn and AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. AET and Kimley-Horn have been selected from our engineering consultant pool.

I recommend that the Council adopt the resolution accepting construction phase services from Kimley-Horn in the amount of \$49,950 and accepting geotechnical services proposal from AET in the amount of \$15,600 for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

SWD/kf

Attachments: Resolution
 Kimley-Horn Proposal
 AET Proposal

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

**CONSIDER RESOLUTION ACCEPTING CONSTRUCTION PHASE SERVICES FROM
KIMLEY-HORN & ASSOCIATES, INC. AND ACCEPTING GEOTECHNICAL SERVICES
PROPOSAL FROM AMERICAN ENGINEERING AND TESTING, INC. FOR CITY PROJECT
NO. 2017-21 – VMCC/GOLF COURSE PARKING LOTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2018 Pavement Management Program, the VMCC and Golf Course parking lots have been identified for reconstruction; and

WHEREAS, City Council has approved prior proposals from Kimley-Horn & Associates, Inc. (Kimley-Horn) regarding engineering services (feasibility preparation, preliminary design, final design, bidding, and other engineering services) for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

WHEREAS, City Council approved prior proposals from American Engineering and Testing, Inc. (AET) for geotechnical services for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

WHEREAS, based on familiarity with the project, scope of work, expertise, and cost of services, staff has requested proposals from Kimley Horn and AET for construction phase and geotechnical services.

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

1. Kimley-Horn's construction phase services proposal in the amount of \$49,950 is hereby accepted for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.
2. AET's proposal for geotechnical services proposal in the amount of \$15,600 is hereby accepted for City Project No. 2017-21 – VMCC/Golf Course Parking Lots.
3. Funding shall come from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 32A

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: CP 2017-21 VMCC/Golf Course Parking Lots

General Category of Services: Construction Phase Services

Specific Scope of Basic Services: Construction staking, construction inspection and construction administration services. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Administration
Construction Staking
Construction Inspection

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 3/8/18

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 32A

CP 2017-21 VMCC/GOLF COURSE PARKING LOTS

This IPO includes construction staking, construction inspection, and construction administration services for City Project 2017-21 VMCC/Golf Course Parking Lots. The Scope of Work detailed below assumes the project will consist of the pavement rehabilitation of the Inver Wood Golf Course parking lot and the VMCC parking lot.

1. 1. CONSTRUCTION STAKING

A. Construction Staking

A Kimley-Horn subconsultant, Gorman Surveying, will provide construction staking for the above referenced City project. We have assumed the following will be required for staking the proposed improvements:

- All staking will be on a one-time basis
- Minimum of three stakes for each run of storm sewer
- Offset and reference stakes for each MH or CB
- Two (2) reference stakes for each CB casting
- Curb stakes every 50' on tangent, 25' in curves, and at the ends of spot curb replacement areas as needed
- Stake construction limits every 50' and all angle points
- Stake sign locations
- Pond staking at two (2) contour lines

B. As-Built Survey

A Kimley-Horn subconsultant, Gorman Surveying, will conduct an as-built survey for the above referenced City project. We have assumed the following will be required for the survey:

- As-built survey information will be collected for the following:
 1. Storm (rims and inverts)
 2. Pond overflows
 3. Watermain (gate valves, curb stops, and hydrants)
 4. Sanitary (rim and inverts)
- As-built plans to be prepared by City staff
- Traffic control will not be required
- Utilities will be accessible and not require entrance into confined space
- Survey will be conducted after construction is complete.

2. CONSTRUCTION PHASE SERVICES

A. Shop Drawing Review and Coordination

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.

B. Construction Coordination

We will provide construction coordination assistance to City staff. We have assumed that regular weekly construction meetings will be held concurrently with the CP 2015-09D Broderick Boulevard Reconstruction project. We have assumed approximately 4 hours of effort per week for 12 weeks will be necessary to provide these services through final completion of the project.

C. Construction Observation

We will provide on-site observation as needed during the anticipated 3-month construction schedule. We have assumed that a full-time construction observer is not needed for the project. Construction observation will be provided during important construction activities such as aggregate base tolerancing, concrete work, paving, pond grading, and storm sewer installation. We have assumed that construction observation will be necessary on average, 16 hours per week over the 12-week construction schedule.

We will not be responsible for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. Our site visits will be for the purpose of providing the City a greater degree of confidence that the completed work will conform to the construction documents and the City's standards.

D. Preparation of Partial Payments, Change Orders, and Construction Closeout Documents

Partial pay requests will be done separate for CP 2017-21 and CP 2015-09D. We will prepare all partial pay request documents for CP 2017-21 and coordinate their inclusion in regularly scheduled City Council meetings. We have assumed that one payment per month will be necessary and a total of three (3) partial payments will be made for the project. We will coordinate with City Engineering staff to prepare payments for CP 2017-21 in conjunction with payments made on the CP 2015-09 Broderick Boulevard Reconstruction project. We will provide quantities for inclusion in the monthly partial payments made to the Contractor.

Upon request by City staff, Kimley-Horn will prepare necessary change orders for the project. We have assumed the preparation of up to one (1) change order may be necessary. We will assist the City with construction closeout documentation and final negotiations with the Contractor following substantial completion of the project.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 32A

CP 2017-21 VMCC/GOLF COURSE PARKING LOTS

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1 Construction Staking	\$ 8,100
2 Construction Phase Services	\$ 39,500
Subtotal	\$ 47,600
<u>Reimbursable Expenses</u>	<u>\$ 2,350</u>
Total	\$ 49,950

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$49,950 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 32A

CP 2017-21 VMCC/GOLF COURSE PARKING LOTS

The following is a summary of the proposed schedule for the project:

Pre-Construction Meeting	March 28, 2018
Begin Construction (VMCC)	August 6, 2018
Begin Construction (IWGC)	September 4, 2018
Project Completion	October 31, 2018



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

March 9, 2018

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

Attn: Mr. Steve Dodge, PE (sdodge@invergroveheights.org)

RE: Quality Assurance Testing Proposal
VMCC/Golf Course Parking Lots
CP 2017 - 21
Inver Grove Heights, Minnesota
AET Proposal No. 20-16617

Dear Mr. Dodge:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced projects. This proposal has been prepared in response to your recent request, dated March 1, 2018 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Inver Grove Heights (hereafter referred to as the City) will be performing a reconstruction of the Veterans Memorial Community Center and Inver Wood Golf Course parking lots during the 2018 construction season.

Plans and Specifications were prepared by Kimley-Horn & Associates. We understand Construction Inspection and Contract Management of the project will be performed by the City.

This Project includes the partial reconstruction of the VMCC and Inver Wood Golf Course parking lots. The partial reconstructions include bituminous pavement replacement, spot curb replacement, bituminous trail construction and storm sewer installation.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for storm water improvements at the Inver Wood Golf Course parking lot by Braun - Intertec. The results were presented in their Geotechnical Evaluation Report dated November 29, 2017 (Braun Project # B1711354). In the report, the site soil profile is generalized as fill soils underlain by native poorly graded sands.

To our knowledge, a preliminary geotechnical exploration program has not been conducted for the Veterans Memorial Community Center parking lot. Because of this, we cannot comment on the

soil conditions at depth. Our judgments will be based only on those soils which we observe in the excavations and those present to the depths explored at our shallow hand auger boring and hand cone penetrometer probe locations. To further explore the soil conditions below these depths, deeper penetration test borings are needed.

PROJECT APPROACH

During the construction improvements, AET will provide experienced, Engineering Technicians to perform sampling and material testing services in accordance with the 2016 Schedule of Materials Control and project specific testing requirements referenced in the project documents. Additionally, Staff Engineers will perform subgrade observations on a will-call basis prior to grading. For this project, Ryan Schmidt will be AET's contact. He can be reached at (651) 789-4657.

We understand that the City will contract with MnDOT Metro Inspections for bituminous and concrete plant monitoring.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on a part-time, will-call basis coordinated through authorized City personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with MnDOT Schedule of Materials Control. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility trench backfill.
- Subgrade Preparation

The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the granular sections, including the Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the MnDOT Schedule of Materials Control.

AET will perform the sampling of the aggregate base materials, and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor, during each day of paving, and transport the samples to our St. Paul,

Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyratory Mix Properties as follows:

- Gyratory Density (AASHTO T312) MnDOT Modified.
- Rice Specific Gravity (ASTM D2041).
- Asphalt extraction and aggregate gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117.
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5).
- Percent Crushed Particles (MnDOT 1214.8).

AET will utilize the MnDOT program to determine random core locations of bituminous based on information provided by City personnel regarding tonnage and pavement placement patterns. AET personnel will mark the sample locations in the field. The City will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.

Concrete Testing

During the placement of concrete curb and gutter and sidewalk, AET will perform field testing consisting of slump, air content and temperature of the plastic concrete, followed by casting of cylinders for compression testing. The Schedule of Materials Controls requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

In addition to the concrete testing, AET will compile preliminary Weekly Concrete Reports and submit them to the City for review and submission to MnDOT. We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are onsite performing testing services. These records will need to be electronically submitted to AET on a weekly basis for preliminary completion of the MnDOT Weekly Concrete Reports.

Concrete Plant Inspection

This proposal does not incorporate the time and cost to perform concrete plant inspections. These services will be provided at your request.

Bituminous Plant Inspection

This proposal does not incorporate the time and cost to perform bituminous plant inspections. These services will be provided at your request.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2016 Schedule of Materials Control and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report once the provided with final project quantities. AET will compile preliminary MnDOT Weekly Concrete Reports throughout the project if the batch tickets for each weeks' placement are provided to AET by the project inspector. Daily field reports will also be prepared. AET will also provide a roster of certified personnel performing testing on the project, as well as the completed IA report (if required).

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule Tabulations. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the Schedule of Materials Control and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$15,600.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for each project. We caution that this is only an estimated cost.

Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized.

TERMS AND CONDITIONS

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

ACCEPTANCE

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

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me.

Sincerely,
American Engineering Testing, Inc.



Mohammed Khan
Staff Engineer I
Phone: (612) 600-7860
Email: mkhan@amengtest.com



Zachary J. Anunson, P.E.
Staff Engineer II
Phone: (612) 685-7172
Email: zanunson@amengtest.com

Attachments: Materials Testing Estimate
Construction Service Agreement – Terms and Conditions

AET PROPOSAL No.: 20-16617 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name: _____

Company: _____



Materials Testing Estimate for VMCC/Golf Course Parking Lots - 2016 SMC
C.P 2017-21; Inver Grove Heights, Minnesota

Material	Units	Qty.	Trips	Hrs	Agency Testing Freq.	# of Tests		Cost per test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Common Embankment	CU YD	0	2	4	Moisture Density 1 per soil type (Proctor)	0	0	125.00	0.00	0.00
					Relative Moisture 1 split sample per project	0	0	15.00	0.00	0.00
					Specified Density Testing (Nuke) 1/4,000 CU YD	0	0	25.00	0.00	0.00
Utility Backfill	LF	216			Specified Density Testing (Nuke) 1/250 LF 2' Lifts (T)	5	10	25.00	125.00	250.00
					Specified Density Testing (Nuke) 1/500 LF (L)	0	0	25.00	0.00	0.00
					Sand Cone Testing (Upon Request)	0	0	55.00	0.00	0.00
Grading Material - Select Granular	CU YD	100	1	2	Gradation 1/40,000 CU YD	1	1	90.00	90.00	90.00
					Relative Moisture 1 split sample per project	1	1	15.00	15.00	15.00
					DCP 1/4,000 CU YD	1	3	50.00	50.00	150.00
Aggregate Base - Class V					Nuclear Density Gauge Testing (Upon Request)	0	0	25.00	0.00	0.00
	CU YD	350	2	3	Gradation (2 per lot)	2	2	100.00	200.00	200.00
					Percent Crushed (2 per Source Virgin Materials)	2	2	165.00	330.00	330.00
					DCP 1/500 CU YD	1	4	50.00	50.00	200.00
					Aggregate Quality Test (2 per source Virgin Materials)	2	2	555.00	1110.00	1110.00
					Percent Asphalt Content (2 per source Recycled)	2	2	170.00	340.00	340.00
Bituminous Testing - SP WE/NW ¹	Total Tons	6,570	4	6	Relative Moisture 1 split sample per project	1	1	15.00	15.00	15.00
					Mn/Dot Gyratory Mix Properties (1 test/day/mix type)	4	6	515.00	2060.00	3090.00
					Companion Core Density (estimate 1/600 ton)	11	18	42.00	462.00	756.00
Concrete-Non Bridge ²	CU YD	350			Topsoil Borrow Testing			350.00	0.00	0.00
	CU YD	152	6	18	Cylinder Molds (5 Cyl. per 300 CU YD)	8	16	3.00	24.00	48.00
	*Estimated				Testing of Plastic Concrete (1 set of 5 cys/ 300 CU YD) - Included in hourly rate					
					Testing of hardened Concrete Cylinders	40	80	22.00	880.00	1760.00
Concrete Sample Pick Up Service					Sample collection from job site	6	10	75.00	450.00	750.00
			15	33				Subtotal =	6,201.00	9,104.00

¹ includes estimated bituminous walk

² includes estimated concrete walk

Time and Mileage		Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage		Mile	0.75	630	756	472.50	567.00
Staff Engineer (Subgrade Observations)		Hr	116.00	6	10	696.00	1,160.00
Technician Time		Hr	87.00	33	45	2,871.00	3,915.00
Project Management		Hr	122.00	5	7	610.00	854.00
				Subtotal =		4,649.50	6,496.00

		Minimum	Likely
Total Cost Estimate =		10,850.50	15,600.00

Estimate prepared by : Mohammed Khan

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Construction Engineering and Survey Services IPO No. 21D from Kimley-Horn & Associates, Inc. and Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

Meeting Date: March 26, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting construction engineering and survey services IPO No. 21D from Kimley-Horn & Associates, Inc. and geotechnical services proposal from American Engineering and Testing, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

SUMMARY

On March 12, 2018 City Council levied the assessments and awarded the project for City Project No. 2015-09D - Broderick Boulevard Reconstruction. City staff has obtained proposals for construction engineering and survey services from Kimley-Horn, Inc. in the amount of \$102,700.00 and construction geotechnical services from American Engineering and Testing, Inc. (AET) in the amount of \$36,136.50 for this project.

The proposals have been reviewed by staff and the Engineering Division recommends that the proposals from Kimley-Horn and AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. AET and Kimley-Horn have been selected from our engineering consultant pool.

I recommend that the Council adopt the resolution accepting Construction Engineering and Survey Services IPO No. 21D from Kimley-Horn in the amount of \$102,700 and Geotechnical Services Proposal from AET in the amount of \$36,136.50 for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SWD/kf

Attachments: Resolution
 Kimley-Horn & Associates, Inc. IPO 21D
 American Engineering and Testing, Inc. Proposal

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

**RESOLUTION ACCEPTING CONSTRUCTION ENGINEERING AND SURVEY SERVICES IPO NO.
21D FROM KIMLEY-HORN & ASSOCIATES, INC. AND GEOTECHNICAL SERVICES PROPOSAL
FROM AMERICAN ENGINEERING AND TESTING, INC. FOR CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD RECONSTRUCTION FROM 80TH STREET TO CONCORD
BOULEVARD**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, Broderick Boulevard has been identified for reconstruction; and

WHEREAS, City Council has approved prior resolutions awarding IPO No. 21, 21A, 21B and 21C for feasibility, preliminary design, final design, bidding and other engineering services for City Project No. 2015-09D – Broderick Boulevard Reconstruction; and

WHEREAS, City Council approved prior resolutions awarding geotechnical services for feasibility and design to American Engineering and Testing, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

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

1. Kimley-Horn, Inc. IPO No. 21D, in the amount of \$102,700.00 is hereby accepted for construction engineering and survey services related to City Project No. 2015-09D – Broderick Boulevard Reconstruction.
2. American Engineering and Testing, Inc. proposal for construction geotechnical services in the amount of \$36,136.50 related to City Project No. 2015-09D – Broderick Boulevard Reconstruction.
3. Funding shall come from the Pavement Management Fund, special assessments, utility funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, street reconstruction bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 21D

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Broderick Boulevard Reconstruction
City Project 2015-09D

General Category of Services: Construction Phase Services

Specific Scope of Basic Services: Construction staking and construction phase services. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Administration
Construction Staking

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 3/8/18

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 21D

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

This IPO includes construction staking and construction phase services for City Project 2015-09D, Broderick Boulevard Reconstruction. The Scope of Work detailed below assumes the project will consist of the reconstruction of approximately 8,000 feet of Broderick Boulevard from 80th Street East to Concord Boulevard.

1. CONSTRUCTION STAKING

A. Construction Staking

A Kimley-Horn subconsultant, Gorman Surveying, will provide construction staking for the above referenced City project. We have assumed the following will be required for staking the proposed improvements:

- All staking will be on a one-time basis
- Minimum of three stakes for each run of sanitary and storm sewer
- Offset and reference stakes for each MH or CB (Sanitary and Storm)
- Two (2) reference stakes for each CB casting
- Curb stakes every 50' on tangent, 25' in curves, and all grade and alignment changes
- Offset and reference stakes at all hydrants
- Stake construction limits every 50' and all angle points
- Stake sign locations
- Watermain offset stakes every 50' and at all bends and connections
- Pond staking at two (2) contour lines
- No staking for water and sanitary service adjustments

B. As-Built Survey

A Kimley-Horn subconsultant, Gorman Surveying, will conduct an as-built survey for the above referenced City project. We have assumed the following will be required for the survey:

- As-built survey information will be collected for the following:
 1. Storm (rims and inverts)
 2. Pond overflows
 3. Watermain (gate valves, curb stops, and hydrants)
 4. Sanitary (rim and inverts)
- As-built plans to be prepared by City staff
- Utilities will be accessible and not require entrance into confined space
- Survey will be conducted after construction is complete.

2. CONSTRUCTION PHASE SERVICES

A. Pre-Construction Meeting/Contract Documents

We will conduct a pre-construction meeting with the contractor, sub-contractors, City staff, and private utilities and produce meeting minutes. We will also prepare conformed contract documents and coordinate execution of the documents with the contractor and City staff.

B. Shop Drawing Review and Coordination

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.

C. Construction Coordination

We will provide construction coordination assistance to City staff. This task will include attendance at weekly construction meetings (up to 24), coordination with City staff, and coordination with the contractor as directed by City staff. We have assumed 12-15 hours of effort per week for 24 weeks will be necessary to provide these services through final completion of the project.

D. Preparation of Change Orders, Budget Summaries, and Construction Closeout Documents

Upon request by City staff, Kimley-Horn will prepare necessary change orders for the project. We have assumed the preparation of up to three (3) change orders may be necessary. Kimley-Horn will also prepare updated budget summary tabulations for the project. This work will consist of tabulating the partial payments, change orders, and City project activity reports to track the project budget and contingencies. We have assumed preparation of up to three (3) iterations of the budget summaries will be necessary.

We will assist the City with construction closeout documentation and final negotiations with the Contractor following substantial completion of the project. We have assumed up to ten (10) hours for the construction closeout process.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 21D

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>		<u>Estimated Fee</u>
1	Construction Staking and As-built Survey	\$ 43,500
2	Construction Phase Services	\$ 55,800
Subtotal		\$ 99,300
<u>Reimbursable Expenses</u>		\$ 3,400
Total		\$ 102,700

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$102,700 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 21D

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

The following is a summary of the proposed schedule for the project:

Pre-Construction Meeting	March 28, 2018
Begin Construction	April 16, 2018
Substantial Completion	September 28, 2018
Project Completion	October 31, 2018



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

March 9, 2018

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

Attn: Mr. Steve Dodge, PE (sdodge@invergroveheights.org)

RE: Quality Assurance Testing Proposal
Broderick Boulevard Reconstruction
SAP 178-124-001
Inver Grove Heights, Minnesota
AET Proposal No. 20-16606

Dear Mr. Dodge:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced projects. This proposal has been prepared in response to your recent request, dated March 1, 2018 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Inver Grove Heights (hereafter referred to as the City) will be performing a reconstruction of a section of Broderick Boulevard during the 2018 construction season. The project area will include Broderick Boulevard from Concord Boulevard North to 80th Street East. The project will be funded by State Aid Funds.

Plans and Specifications were prepared by Kimley-Horn & Associates. We understand Construction Inspection and Contract Management of the project will be performed by the City.

The project includes full urban street reconstruction of Broderick Boulevard between Concord Boulevard and College Trail and partial reconstruction of Broderick Boulevard between College Trail and 80th Street. The full and partial reconstructions include grading, storm sewer, sanitary sewer and watermain service replacements, street sections, curb and gutter, bituminous paving, concrete sidewalk and bituminous trail establishment.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical and Pavement Exploration and Review, dated June 18, 2015 (AET Project No. 01-06137). In the report, the site soil profile is generalized as loamy sands underlain by plastic sandy loam.

PROJECT APPROACH

During the construction improvements, AET will provide experienced, MnDOT certified Engineering Technicians to perform sampling and material testing services in accordance with the 2016 Schedule of Materials Control and project specific testing requirements referenced in the project documents. Additionally, Staff Engineers will perform subgrade observations on a will-call basis prior to grading. For this project, Ryan Schmidt will be AET's contact. He can be reached at (651) 789-4657.

We understand that the City will contract with MnDOT Metro Inspections for bituminous and concrete plant monitoring.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on a part-time, will-call basis coordinated through authorized City personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with MnDOT Schedule of Materials Control. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility trench backfill.
- Embankment fill
- Subgrade Preparation

The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the granular sections, including the Select Granular Borrow, and the Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the MnDOT Schedule of Materials Control.

AET will perform the sampling of the aggregate base materials, and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor, during each day of paving, and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyratory Mix Properties as follows:

- Gyratory Density (AASHTO T312) MnDOT Modified.

- Rice Specific Gravity (ASTM D2041).
- Asphalt extraction and aggregate gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117.
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5).
- Percent Crushed Particles (MnDOT 1214.8).

AET will utilize the MnDOT program to determine random core locations of bituminous based on information provided by City personnel regarding tonnage and pavement placement patterns. AET personnel will mark the sample locations in the field. The City will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.

Concrete Testing

During the placement of concrete curb and gutter and sidewalk, AET will perform field testing consisting of slump, air content and temperature of the plastic concrete, followed by casting of cylinders for compression testing. The Schedule of Materials Controls requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

In addition to the concrete testing, AET will compile preliminary Weekly Concrete Reports and submit them to the City for review and submission to MnDOT. We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are onsite performing testing services. These records will need to be electronically submitted to AET on a weekly basis for preliminary completion of the MnDOT Weekly Concrete Reports.

Concrete Plant Inspection

This proposal does not incorporate the time and cost to perform concrete plant inspections. These services will be provided at your request.

Bituminous Plant Inspection

This proposal does not incorporate the time and cost to perform bituminous plant inspections. These services will be provided at your request.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2016 Schedule of Materials Control and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report once the provided with final project quantities. AET will compile preliminary MnDOT Weekly Concrete Reports throughout the project if the batch tickets for each weeks' placement are provided to AET by the project inspector. Daily field reports will also be prepared. AET will also provide a roster of certified personnel performing testing on the project, as well as the completed IA report (if required).

INDEPENDENT ASSURANCE

AET staff will coordinate with the MnDOT office of Independent Assurance (IA) to schedule audits of AET field and laboratory staff performing sampling and testing for this project, if required. Through the MnDOT Tester Inventory form we will ensure all AET staff providing services to this project meet the requirements set forth by IA.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule Tabulations. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the Schedule of Materials Control and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$36,136.50**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for each project. We caution that this is only an estimated cost.

Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees,

joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

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

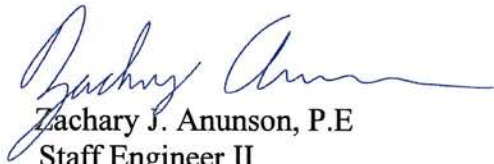
GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me.

Sincerely,
American Engineering Testing, Inc.



Mohammed Khan
Staff Engineer I
Phone: (612) 600-7860
Email: mkhan@amengtest.com



Zachary J. Anunson, P.E
Staff Engineer II
Phone: (612) 685-7172
Email: zanunson@amengtest.com

Attachments: Materials Testing Estimate
Construction Service Agreement – Terms and Conditions

AET PROPOSAL No.: 20-16606 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name: _____

Company: _____

Materials Testing Estimate for Broderick Blvd Reconstruction - 2016 SMC S.A.P 178-124-001; Inver Grove Heights, Minnesota

Material	Units	Qty.	Trips	Hrs	Agency Testing Freq.	# of Tests		Cost per test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Common Embankment	CU YD	0	12	24	Moisture Density 1 per soil type (Proctor)	0	0	125.00	0.00	0.00
					Relative Moisture 1 split sample per project	0	0	15.00	0.00	0.00
					Specified Density Testing (Nuke) 1/4,000 CU YD	0	0	25.00	0.00	0.00
Utility Backfill (T)	LF	731			Specified Density Testing (Nuke) 1/250 LF 2' Lifts (T)	15	40	25.00	375.00	1000.00
Utility Backfill (L)	LF	2,400			Specified Density Testing (Nuke) 1/500 LF (L)	4	15	25.00	100.00	375.00
					Sand Cone Testing (Upon Request)	0	0	55.00	0.00	0.00
Grading Material - Select Granular	CU YD	19,490	2	4	Gradation 1/40,000 CU YD	1	1	90.00	90.00	90.00
					Relative Moisture 1 split sample per project	1	1	15.00	15.00	15.00
					DCP 1/4,000 CU YD	5	12	50.00	250.00	600.00
					Nuclear Density Gauge Testing (Upon Request)	0	0	25.00	0.00	0.00
Aggregate Base - Class V & Class I (includes Granular Backfill)	CU YD	11,330	9	13	Gradation (2 per lot) ¹	16	20	100.00	1600.00	2000.00
					Percent Crushed (2 per Source Virgin Materials)	2	2	165.00	330.00	330.00
					DCP 1/500 CU YD	23	36	50.00	1150.00	1800.00
					Aggregate Quality Test (2 per source Virgin Materials)	2	2	555.00	1110.00	1110.00
					Percent Asphalt Content (2 per source Recycled)	2	2	170.00	340.00	340.00
					Relative Moisture 1 split sample per project	1	2	15.00	15.00	30.00
Bituminous Testing - SP WE/NW ²	Total Tons	15,057	7	11	Mn/Dot Gyratory Mix Properties (1 test/day/mix type)	7	10	515.00	3605.00	5150.00
					Companion Core Density (estimate 1/600 ton)	25	40	42.00	1050.00	1680.00
Topsoil Borrow	CU YD	5,100			Topsoil Borrow Testing			350.00	0.00	0.00
Concrete-Non Bridge ³	CU YD	1,797	15	45	Cylinder Molds (5 Cyl. per 300 CU YD)	75	150	3.00	225.00	450.00
	*Estimated				Testing of Plastic Concrete (1 set of 5 cys/ 300 CU YD) - Included in hourly rate					
					Testing of hardened Concrete Cylinders	75	150	22.00	1650.00	3300.00
Concrete Sample Pick Up Service					Sample collection from job site	15	20	75.00	1125.00	1500.00
			45	97				Subtotal =	13,030.00	19,770.00

¹ Includes gradations for Shoulder Base Aggregate Class 1 and Granular Backfill

⁴ Includes estimated bituminous walk

- Includes estimated concrete walk

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage	Mile	0.75	1,575	1,890	1,181.25	1,417.50
Staff Engineer (Subgrade Observations)	Hr	116.00	24	30	2,784.00	3,480.00
Technician Time	Hr	87.00	97	115	8,439.00	10,005.00
Project Management	Hr	122.00	10	12	1,220.00	1,464.00
				Subtotal =	13,624.25	16,366.50

Estimate prepared by : Mohammed Khan	Minimum	Likely
	26,654.25	36,136.50

Estimate prepared by : Mohammed Khan

Total Cost Estimate = 36,136.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution to Approve a Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184) with Minnesota Department of Transportation (MnDOT) for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

Meeting Date: May 26, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD

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, LRIP - MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider resolution to approve a Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184) with Minnesota Department of Transportation (MnDOT) for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

SUMMARY

On March 12, 2018 City Council levied the assessments and awarded the project for City Project No. 2015-09D - Broderick Boulevard Reconstruction. The funding package for the project includes a \$1,000,000 LRIP state reconstruction bonds granted by the state legislature in 2017. The LRIP Grant Agreement finalizes appropriation of the funds to be administered through MnDOT.

Adoption of the attached resolution approving the grant agreement to the state transportation fund (Local Road Improvement Program) grant terms and conditions provides authorization for proper execution and implementation of the LRIP grant. Staff and consultant will request for the grant funding in accordance with the agreement.

I recommend that the City Council adopt the resolution approving the Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184) with Minnesota Department of Transportation (MnDOT) for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

SWD/kf

Attachments: Resolution
 Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184)

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

**RESOLUTION APPROVING A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT
AGREEMENT (NO. 1030184) WITH MINNESOTA DEPARTMENT OF TRANSPORTATION
(MnDOT) FOR CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD
RECONSTRUCTION FROM 80TH STREET TO CONCORD BOULEVARD**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,000,000.00 by reason of the lowest responsible bid.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA that the City of Inver Grove Heights does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, subdivision 5, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the roadway but not required. The proper City officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Minnesota Department of Transportation

MEMO

State Aid for Local Transportation Division

Mail Stop 215, 5th Floor
395 John Ireland Boulevard
St. Paul, MN 55155-1899

Fax: 651 366-4880

February 28, 2018

Tom Kaldunski
Inver Grove Heights City Engineer

Re: SAP 178-124-001 Encumbrance Letter.

Based on the Abstract of Bids for the project listed above funding has been approved as follows:

\$1,000,000.00	LRIP Funds - Acct #296
2,066,617.00	State Aid Funds
<u>1,123,237.00</u>	Local Funds
\$4,189,854.00	Total

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above, and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right hand corner of this grant agreement. Submit two original copies of the grant agreement for approval to Patti Loken, M.S. 500 at the above address. The template for the agreement and a sample resolution can be found on the State Aid website under Programs/Bridge Programs/Local Bridge Replacement Program. <http://www.dot.state.mn.us/stateaid/lrip.html> No bond funding can be paid to you until the agreement is executed.

Thank you.

Sincerely,

Sandra Martinez
State Aid Finance

cc: DSAE
Patti Loken, State Aid Programs Engineer
File

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2017, 1 st Special Session, Chapter 8- H.F. 5. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

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

Contact: Tom Kaldunski, City Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
Broderick Boulevard Reconstruction SAP 178-124-001	\$1,000,000.00	\$3,189,854.00	October 31, 2019

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,000,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: NONE
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: Thomas J. Keldarshi

Title: City Engineer

Date: 3/21/2018

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____

Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant	<u>\$1,000,000.00</u>	Grant Funds:	
Other:		Construction	<u>\$1,000,000.00</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	<u>\$1,000,000.00</u>	Subtotal	<u>\$1,000,000.00</u>
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds (Includes Local and Municipal State Aid Funds)	<u>\$3,189,854.00</u>		
Other:		Utility/Local Road Improvements	<u>\$280,702.00</u>
	\$	Parking Lot Bid Alternates	<u>\$859,956.50</u>
	\$	Other Broderick Construction	<u>\$2,049,195.50</u>
	\$	See Attachment	\$
Subtotal	<u>\$3,189,854.00</u>	Subtotal	<u>\$3,189,854.00</u>
TOTAL FUNDS	<u>\$4,189,854.00</u>	TOTAL PROJECT COSTS	<u>\$4,189,854.00</u>

EXHIBIT B

PROJECT COMPLETION SCHEDULE

Award Project	March 12, 2018
Begin Construction	April 16, 2018
Interim Completion I <i>Includes substantial completion of Broderick Boulevard between Concord Boulevard and Brooks Boulevard</i>	July 20, 2018
Substantial Completion	September 28, 2018
Final Completion	October 31, 2018
Final Closeout	October 31, 2019

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Dakota, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated March 26, 2018; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: March 26, 2018

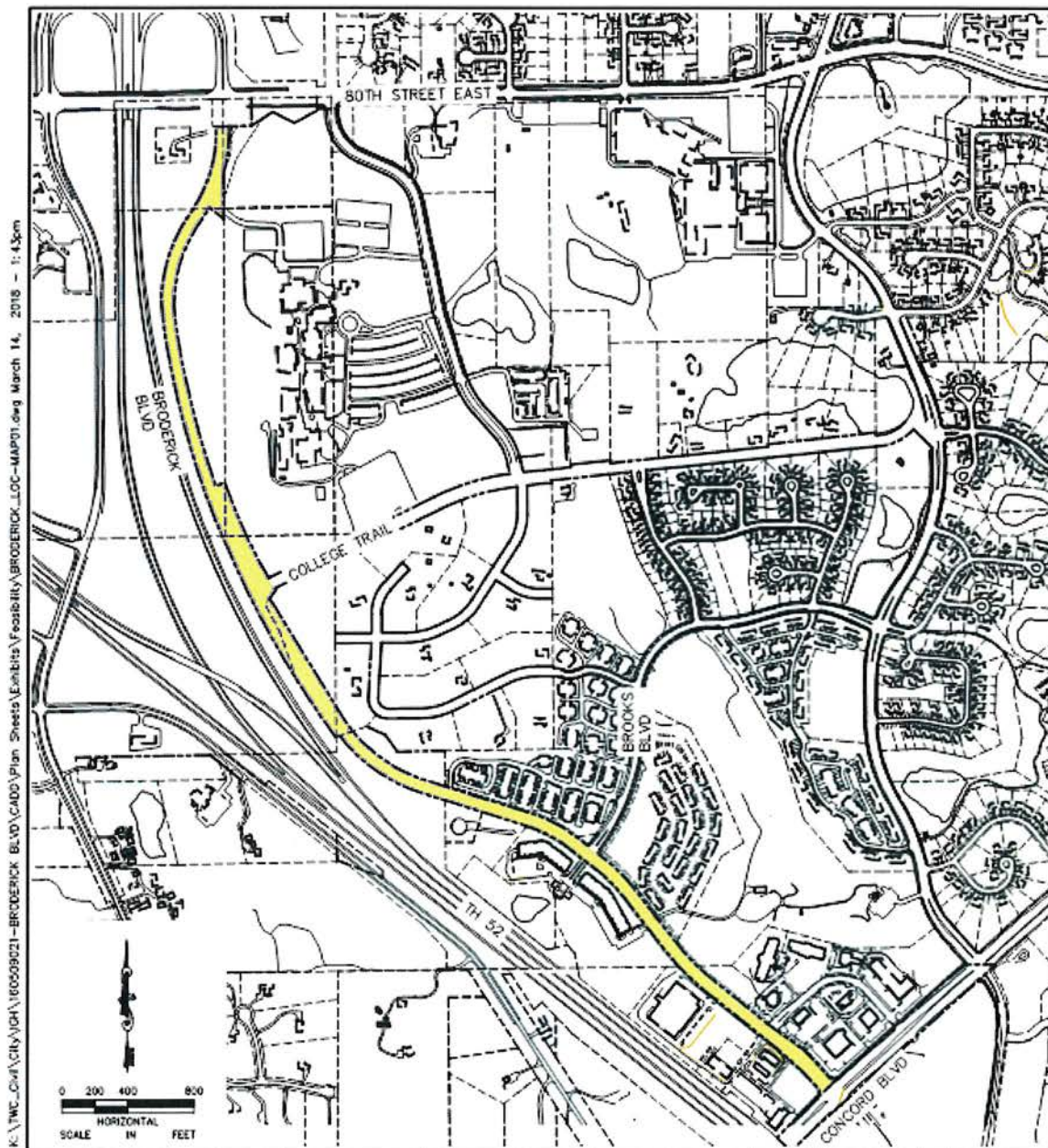
City of Inver Grove Heights

A political subdivision of the State of Minnesota

By: _____
Name: George Tourville, Mayor

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

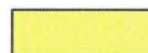


City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-5412

Kimley»Horn

2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

TEL NO. (651) 545-4197



EXISTING RIGHT OF WAY

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

EXHIBIT D
GRANT APPLICATION

A. Applicant Information			
1. Title: Mr.	2. First Name: Thomas	3. Last Name: Kaldunski	
4. Phone Number: 651-450-2572		5. E-mail: tkaldunski@invergroveheights.org	
6. Agency: City of Inver Grove Heights		7. Agency Position: City Engineer	
8. Street Address: 8150 Barbara Ave.			
9. Additional Address Line: 			
10. City: Inver Grove Heights		11. State: MN	12. Zip Code: 55077
13. Is the applicant a sponsor on this project? No			

B. Project Location	
1. MnDOT District: 05 - Metro	2. County: Dakota
3. City: Inver Grove Heights	4. Township: N/A
5. Name of Road: Broderick Boulevard	6. Type of Road: Municipal State Aid Street
7. Road Authority*: State Aid City	8. Road Authority Name*: City of Inver Grove Heights
9. Project Termini: From Concord Boulevard	10. To: 80th Street

*Complete if road authority is not the applicant.

C. Project Description	
1. Select type of project. Reconstruction	
2. Provide a detailed description of the proposed project (2,000 character limit). This project will include a full roadway reconstruction of Broderick Boulevard from Concord Boulevard to College Trail and from College Trail to 80th Street a full depth mill and overlay will occur. The project will also include storm sewer improvements, trail construction, sidewalk construction, ADA improvements, retaining wall construction, and utility improvements.	

D. Eligibility	
1. Select the LRIP Account your project is eligible under. Routes of Regional Significance	
2. Does your project meet one or more of the Routes of Regional Significance Criteria (select all that apply)?	
☐ Farm to Market route ☐ Part of an economic development plan ☒ Provides capacity or congestion relief to a parallel trunk highway system or county road	☒ Part of a 10-ton route network ☐ Connect to regional tourist destination ☒ Is a connection to the IRC system, trunk highway or a county road
3. Describe the project contribution to the local, regional or state economic development or redevelopment efforts (1,500 character limit).	

Broderick Boulevard is a local roadway that provides connections to local businesses, apartments, townhouses, residential neighborhoods, and Inver Hills Community College.

E. Project Readiness

1. Construction Year: **2018**

2. Does the project have any historical/archeological impacts?

No. There are no historical/archeological impacts

3. Are there railroad impacts (railroad crossings or railroad tracks within 600' of the project)?

No RR crossings or RR tracks within 600'

4. What is the status of the engineering and design work on the project?

Design in progress

5. What is the Right-of-Way (R/W) status of the project?

Additional R/W is needed and is not yet acquired

F. Safety

1. Is this project or components of this project identified in a County Safety Plan? **No**

2. If applicable, select the appropriate focus area your project/safety strategy align with in the [Minnesota Strategic Highway Safety Plan](#).

Not applicable

3. Identify the transportation deficiency, type of crash, or safety hazard this project is trying to address (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The inplace roadway pavement is in a very poor condition and continues to deteriorate at a steady rate. This creates uncomfortable and unsafe conditions for drivers.

4. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

Traffic volumes along Broderick Boulevard near Concord Boulevard don't warrant four lanes of traffic. This project plans to decrease the number of lanes to two lanes and create dedicated turn lanes where needed. The center median along Broderick Boulevard will be extended north of Buchanan Trail to better control traffic and increase the safety at the intersection.

G. Multimodal/Complete Street

Identify infrastructure improvements for non-motorized users on this project (1,500 character limit).

This project plans to extend a shared use trail that runs on the east side of Broderick Boulevard. The existing trail that runs from Concord Boulevard to College Trail will be reconstructed and a new trail will be constructed from College Trail to 80th Street. The trail will allow pedestrians and bicyclists to access Inver Hills Community College while providing a buffer distance between pedestrians and motorized vehicles. The city is also looking at installing a pedestrian activated crossing system at the intersection of Broderick Boulevard and Buchanan Trail.

H. Estimated Project Cost

Source of Funding

1. LRIP Request:	1,000,000
2. Federal Funds:	0
3. State Aid Funds:	1,300,000
4. Local/Other Funds:	3,645,000
5. Total Project Cost:	5,945,000

I. Attachments

- ☒ At least one project location map with routes labeled
- ☒ Engineer's Estimate with an itemized breakdown
- ☒ Project schedule
- ☒ Local agency resolution
- ☐ Sponsor agency resolution (if applicable)
- ☐ Letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.docx.

The application and attachments are due November 3, 2017 for county and state aid city applicants and December 1, 2017 for township and non-state aid city applicants. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us.

More information on the program is available on the Local Road Improvement Program website, <http://www.dot.state.mn.us/stateaid/lrip.html>. If you have questions regarding this solicitation, contact Patti Loken at 651-366-3803 or Patti.Loken@state.mn.us.



BRODERICK BOULEVARD IMPROVEMENTS
CITY OF WINTER HAVEN, FLORIDA
LUMP PROJECT LOCATION MAP

FIGURE 1A

**CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D**

ESTIMATED COSTS

Improvements Summary

Roadway Improvements	\$ 4,249,000
Trail and Sidewalk Improvements	\$ 1,041,000
Storm Sewer Improvements	\$ 473,000
Utility Improvements	\$ 132,000
Easement Acquisition Cost	\$ 50,000

Total CP 2015-09D Improvements Cost	\$ 5,945,000
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FIGURE 1B

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - STREET IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
STREET IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 157,000	\$ 157,000
2	CLEARING AND GRUBBING	LS	1	\$ 5,000	\$ 5,000
3	REMOVE CONCRETE CURB	LF	10,600	\$ 5	\$ 53,000
4	REMOVE BITUMINOUS PAVEMENT	SY	29,500	\$ 4	\$ 118,000
5	MILL BITUMINOUS PAVEMENT (FULL DEPTH NORTH OF COLLEGE TRAIL)	SY	12,500	\$ 4	\$ 50,000
6	MISCELLANEOUS REMOVALS	LS	1	\$ 30,000	\$ 30,000
7	COMMON EXCAVATION	CY	34,100	\$ 10	\$ 341,000
8	SUBGRADE EXCAVATION	CY	500	\$ 12	\$ 6,000
9	CLASS 5 AGGREGATE BASE	TON	14,100	\$ 18	\$ 253,800
10	SELECT GRANULAR BORROW	CY	19,100	\$ 12	\$ 229,200
11	GEOTEXTILE FABRIC TYPE V	SY	26,600	\$ 2	\$ 53,200
12	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (B) (3") (NORTH OF COLLEGE TRAIL)	TON	2,200	\$ 70	\$ 154,000
13	TYPE SP 12.5 WEARING COURSE MIXTURE (B) (4") (NORTH OF COLLEGE TRAIL)	TON	2,900	\$ 70	\$ 203,000
14	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (B) (2") (SOUTH OF COLLEGE TRAIL)	TON	2,800	\$ 70	\$ 196,000
15	TYPE SP 12.5 WEARING COURSE MIXTURE (B) (4") (SOUTH OF COLLEGE TRAIL)	TON	5,600	\$ 70	\$ 392,000
16	B618 CURB AND GUTTER	LF	10,700	\$ 15	\$ 160,500
17	4" DRAIN TILE	LF	10,700	\$ 14	\$ 149,800
18	CONCRETE MEDIAN	SY	400	\$ 60	\$ 24,000
19	BITUMINOUS DRIVEWAY PAVEMENT	SY	120	\$ 20	\$ 2,400
20	CONCRETE DRIVEWAY PAVEMENT	SY	1,200	\$ 60	\$ 72,000
21	ACCESS IMPROVEMENTS AT RUBY TUESDAYS	LS	1	\$ 10,000	\$ 10,000
22	TRAFFIC SIGNAL IMPROVEMENTS/PEDESTRIAN RAMP MODIFICATIONS	LS	1	\$ 55,000	\$ 55,000
23	MISCELLANEOUS CITY ALLOWANCES	LS	1	\$ 30,000	\$ 30,000
24	TRAFFIC CONTROL	LS	1	\$ 20,000	\$ 20,000
25	TURF ESTABLISHMENT (SEED/SOD)	SY	28,200	\$ 5	\$ 141,000
26	TOPSOIL BORROW (6")	CY	3,200	\$ 40	\$ 128,000
27	EROSION CONTROL	LS	1	\$ 15,000	\$ 15,000
28	SIGNING/STRIPING	LS	1	\$ 30,000	\$ 30,000
	Subtotal				\$ 3,078,900
	10% Construction Contingency				\$ 307,890
	28% Indirect Cost				\$ 862,092
	Total Street Improvements Cost				\$ 4,249,000

FIGURE 1C

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - SIDEWALK, TRAIL, AND STORM SEWER IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
SIDEWALK AND TRAIL IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 35,000	\$ 35,000
2	MILL BITUMINOUS PAVEMENT (EXISTING BITUMINOUS TRAIL)	SY	4,400	\$ 4	\$ 17,600
3	MODULAR BLOCK RETAINING WALL	SY	500	\$ 540	\$ 270,000
4	CHAIN LINK FENCE	LF	1,100	\$ 30	\$ 33,000
5	COMMON EXCAVATION	CY	1,500	\$ 10	\$ 15,000
6	COMMON BORROW	CY	4,000	\$ 13	\$ 52,000
7	3" BITUMINOUS WALK (NEW TRAIL, INCL. AGG. BASE)	SF	33,200	\$ 3	\$ 99,600
8	3" BITUMINOUS WALK (MILLED TRAIL)	SF	39,100	\$ 2	\$ 78,200
9	B618 CONCRETE CURB & GUTTER	LF	3,900	\$ 15	\$ 58,500
10	4" CONCRETE WALK (INCLUDES AGG. BASE)	SF	15,800	\$ 6	\$ 94,800
	Subtotal				\$ 753,700
	10% Construction Contingency				\$ 75,400
	28% Indirect Cost				\$ 211,100
	Total Sidewalk and Trail Improvements Cost				\$ 1,041,000
STORM SEWER IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 17,000	\$ 17,000
2	STORM SEWER MANHOLE/CATCH BASIN	EA	26	\$ 4,000	\$ 104,000
3	STORM SEWER PIPE	LF	3,050	\$ 50	\$ 152,500
4	PRETREATMENT MANHOLE	EA	1	\$ 30,000	\$ 30,000
5	STORMWATER POND IMPROVEMENTS	LS	1	\$ 20,000	\$ 20,000
6	SALVAGE AND INSTALL CASTING	EA	32	\$ 600	\$ 19,200
	Subtotal				\$ 342,700
	10% Construction Contingency				\$ 34,300
	28% Indirect Cost				\$ 96,000
	Total Storm Sewer Improvements Cost				\$ 473,000
	Total Sidewalk, Trail, and Storm Sewer Improvements Cost				\$ 1,514,000

FIGURE 1D

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - UTILITY IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
UTILITY IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 5,000	\$ 5,000
2	ADJUST SANITARY CASTING	EA	16	\$ 600	\$ 9,600
3	ADJUST GATE VALVE	EA	32	\$ 500	\$ 16,000
4	HYDRANT	EA	10	\$ 4,500	\$ 45,000
5	WATERMAIN OFFSETS	EA	4	\$ 5,000	\$ 20,000
	Subtotal				\$ 95,600
	10% Construction Contingency				\$ 9,600
	28% Indirect Cost				\$ 26,800
	Total Utility Improvements Cost				\$ 132,000

CERTIFICATION

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

The undersigned, City Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, hereby certifies that the attached is a true and correct copy of Resolution No. 17-18 adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly called and held on September 25, 2017 which a quorum was present and acting throughout, and of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota.

A handwritten signature in blue ink, appearing to read 'Michelle Tesser', is written over a horizontal line.

Michelle Tesser, City Clerk

(S E A L)

Dated: 10/3/2017

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING LAND ACQUISITION SERVICES
FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD RECONSTRUCTION

RESOLUTION NO. 17-0181

WHEREAS, a resolution passed by the City Council on August 28, 2017 called for a public hearing on the proposed improvement project, 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction; and

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

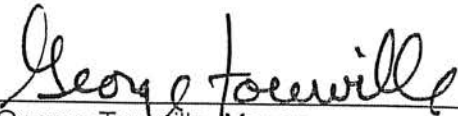
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT:

1. Such improvement is hereby ordered as proposed in this Council resolution adopted September 25, 2017.
2. Staff, City Attorney and consulting engineer are authorized to select an appraiser and administer the land acquisition process to obtain necessary easements and agreements for the project.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this September 25, 2017

AYES: 5

NAYS: 0


George Touville, Mayor

ATTEST


Michelle Tesser, City Clerk

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**Exhibit E for Grant Agreement to State Transportation Fund
(Local Road Improvement Program)
Grant Terms and Conditions
SAP 178-124-001
March 26, 2018**

WHEREAS, the City of Inver Grove Heights has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,000,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Inver Grove Heights does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the roadway but not required. The proper city officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section

5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by

any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.16 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

Meeting Date: March 26, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SUMMARY

Bids for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction were received on March 14, 2018. The assessment hearing for 2017-09E – 93rd Street/Abigail Court Area Reconstruction is proposed for April 23, 2018. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the lowest responsible bid, the estimated total project cost for City Project No. 2017-09E is \$1,107,200 and proposed final assessments are \$262,000. This correlates to a \$19,500 assessment per single-family residential. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies. The construction would start in coordination with the T.H. 3 MnDOT project. The low bidder, Park Construction, is the contractor for both projects.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SWD/kf

Attachments: Resolutions
 Project map

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

**2017 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, March 26, 2018, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2018 Pavement Management Program

City Project No. 2018-09E – 93rd Street/Abigail Court Area Reconstruction

WHEREAS, the project includes roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, retaining wall, concrete curb and gutter, storm sewer, drainage improvements, water quality improvements, appurtenances and restoration on the following streets: 93rd Street from T.H. 3 to Abigail Court and Abigail Court from 93rd Street to Abigail Court cul-de-sac.

WHEREAS, the total final estimated project cost for City Project No. 2017-09E is \$1,107,200.

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

1. The amount to be specially assessed for City Project No. 2017-09E is hereby declared to be \$262,000.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, March 26, 2018, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2018 Pavement Management Program
City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction**

WHEREAS, the project includes roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, retaining wall, concrete curb and gutter, storm sewer, drainage improvements, water quality improvements, appurtenances and restoration on the following streets: 93rd Street from T.H. 3 to Abigail Court and Abigail Court from 93rd Street to Abigail Court cul-de-sac.

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 23rd day of April 2018, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of March 2018

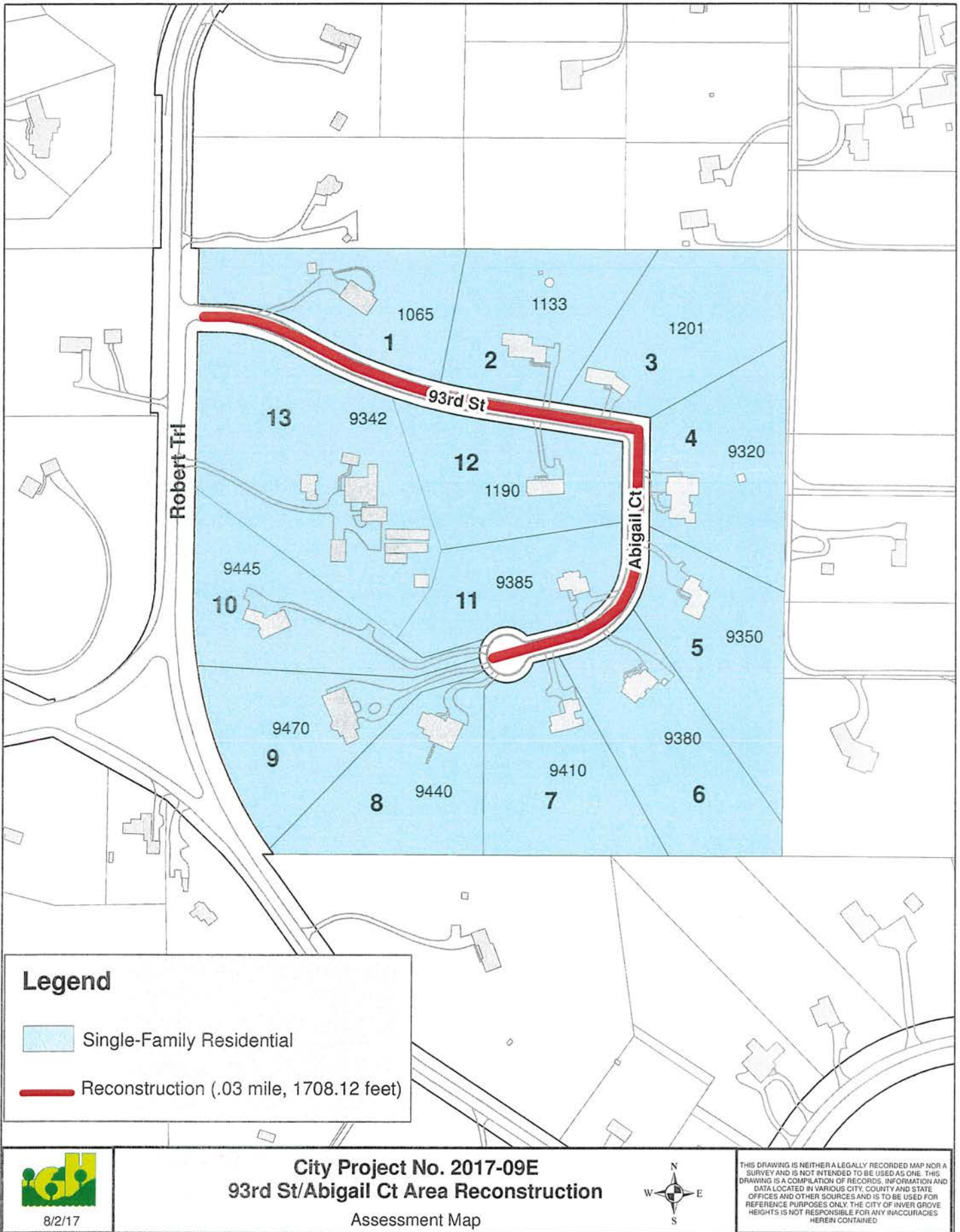
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Shared Costs Agreement for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

Meeting Date: March 26, 2018
 Item Type: Consent
 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

Consider resolution approving shared costs agreement for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SUMMARY

Council held the public hearing and ordered the project for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvement on March 12th, 2018. The individual agreements with Xcel for installation of the street lights, direct-bury fiberglass pole with LED Cobra style luminaire, have been executed by the City and 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. Staff has completed negotiations with APAI. Attached is the shared costs agreement for the removal of the existing street lights, restoration and appurtenances.

The shared costs agreement identifies that the City will bid and manage a street light removal project (phase 1) and a restoration project (phase 3). For Phase 2, Xcel is under contract for the installation of the new street light system. The agreements identify that APAI will be contractually obligated for 33/64 portion of the Phase 1 Street Light Removal project, the Phase 3 Restoration project and appurtenances. APAI will be required to place \$68,891 in escrow with the City for the Phase 1 and Phase 3 projects, which includes a ten-percent contingency. The City's estimated portion is \$64,716. Final costs will be adjusted in accordance with actual costs after bids, construction and completion of the projects.

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-three street lights for a total cost of improvements of \$401,500.

The schedule for the project is to remove the existing lighting system and install the new lighting system by mid-August, followed by restoration. The removals and installation of the sixteen street lights along Broderick Boulevard will be coordinated with the street reconstruction project.

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

SDT/kf

Attachments: Resolution
 Agreement

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

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

RESOLUTION NO. _____

WHEREAS, on March 12, 2018, City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements project was ordered by Council; and

WHEREAS, street light construction agreements with Xcel were executed on March 13, 2018 by both the City and Arbor Pointe Association, Inc. (APAI); and

WHEREAS, a shared costs agreement is needed for the removal and restoration of the existing 64 street lights of which the City is responsible for 31 lights and APAI is responsible for 33 lights; and

WHEREAS, the shared costs are estimated at \$68,891 for APAI and \$64,716 for the City for a total estimated project cost of \$133,607 for removal (Phase 1) and restoration (Phase 3) of the existing street light system.

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

1. The Mayor is authorized to execute the Agreement Relating to Payment of Costs for City Project No. 2018-04.
2. A cash escrow account will be set up for APAI's estimated contribution to pay for their portion of Phase 1 - Street Light Removal Project and Phase 3 – Restoration Project.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of March 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**AGREEMENT RELATING TO PAYMENT OF COSTS FOR
CITY PROJECT NO. 2018-04**

THIS AGREEMENT RELATING TO PAYMENT OF COSTS FOR CITY PROJECT NO. 2018-04 (Agreement) is made this _____ day of _____, 2018, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Arbor Pointe Association, Inc., a Minnesota non-profit corporation, (hereafter referred to as “APAI”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 APAI. “APAI” means Arbor Pointe Association, Inc., and its assigns and successors in interest with respect to the Property.

1.4 Property. “Property” means that real property located in the City of Inver Grove Heights, Dakota County, Minnesota and generally depicted on Exhibit A, attached hereto and incorporated herein by reference.

1.5 Formal Notice. “Formal Notice” means notice 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 prepaid, addressed as follows:

IF TO CITY:

City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO APAI:

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.

1.6 Overall Project. "Overall Project" means City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements. The Project consists of the removal and replacement of 64 existing street lights (pole, concrete base and wiring) installation of a new street light system, restoration and appurtenances. The City is responsible for 31 street lights and APAI is responsible for 33 street lights.

1.7 Street Light Removal and Restoration Projects. "Street Light Removal and Restoration Projects" means that portion of the Overall Project that includes only the removal of 64 existing street lights (including the pole, concrete base and wiring) and the restoration of the newly installed street light system and related appurtenances.

1.8 Financial Obligations. "Financial Obligations" means all costs and expenses incurred or to be incurred by the City with respect to the Street Light Removal and Restoration Projects including, but not limited to:

- a. Construction costs for the Street Light Removal and Restoration Projects.
- b. Contingency costs equal to 10% of the estimated construction costs for the Street Light Removal and Restoration Projects; which estimated amount has been included in the APAI Costs.

1.9 APAI Costs. "APAI Costs" means the responsibility of APAI to pay the City 33/64th (or .515625) of the Financial Obligations as defined herein. The estimated APAI Costs for the Financial Obligations for the Street Light Removal and Restoration Projects is \$68,891.00. In addition, and as provided in Section 5.9 hereof, APAI shall also pay to Xcel Energy all costs related to the installation of the 33 street lights designated as APAI on Exhibit A.

1.10 APAI Default. "APAI Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by APAI to timely pay the City any money required to be paid under this Agreement;
- b.) failure by APAI to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

ARTICLE 2

RECITALS

Recital No. 1. The City is willing to cause the Project to be constructed and the City is willing to execute those contracts necessary to construct the Project if APAI agrees to pay the City the APAI Costs (as defined herein).

Recital No. 2. The estimated Financial Obligations are \$133,607.00 for street light removal, restoration and appurtenances for 64 street lights.

Recital No. 3. The estimated APAI Costs are \$68,891.00 for 33 street lights and the estimated City Costs are \$64,716.00 for 31 street lights.

Recital No. 4. In addition to funding the Street Light Removal and Restoration Projects, as provided in Section 5.9 hereof, APAI and City shall each execute an Xcel Construction Agreement for Street Light Facilities and pay directly to Xcel Energy all installation costs as required by the Xcel Construction Agreement for Street Light Facilities.

**NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND APAI,
FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DO HEREBY AGREE:**

ARTICLE 3

APAI AGREEMENTS

3.1 APAI Responsibility for APAI Costs. APAI agrees to pay the City the APAI Costs as set forth herein.

3.2 Cash Escrow and Manner of Payment. Prior to the commencement of the Project and within ten (10) days of the City giving written notice to APAI of the amount of the Financial Obligations, APAI shall deposit the APAI Costs in cash with the City to secure payment of the APAI Costs. The City shall place the APAI cash deposit into a separate escrow account for APAI Costs to track the APAI Costs and APAI hereby agrees that the City may credit the APAI cash escrow account to pay the APAI Costs as Financial Obligations are paid by the City. In the event the APAI Costs are more than the APAI cash escrow deposit, APAI shall make an additional cash deposit with the City within ten (10) days of receipt of a written request for the same from the City. To the extent the APAI Costs are less than the cash deposit, the City shall return any overage within thirty (30) days after the completion of the Project. Any cash deposited by APAI in the APAI escrow account that remains unused shall be returned to APAI within thirty (30) days after the completion of the Project.

3.3 City Remedies. If an APAI Default occurs, then the City may avail itself of any remedy afforded by law or in equity including specific enforcement of this Agreement.

3.4 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 this 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.

3.5 Estimated Costs and Project Costs Overruns. The Feasibility Bid Schedule is merely an estimate of costs for the Overall Project at this time. By signing this agreement, the parties understand and agree that they are responsible for their proportionate share of the actual costs for the Street Light Removal and Restoration Projects and any cost overruns related thereto.

ARTICLE 4 **CITY AGREEMENTS**

4.1 Agreement to Execute Contracts and to Manage the Overall Project. Subject to Section 5.9 hereof, the City agrees to execute those contracts necessary to construct and complete the Overall Project. In addition, the City will manage the Overall Project at no cost to APAI.

4.2 Cause Project to be Constructed. Subject to Section 5.9 hereof, by executing the necessary contracts, the City shall cause the Project to be constructed.

ARTICLE 5 **MISCELLANEOUS**

5.1 Indemnification. The APAI shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to the failure by the APAI to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

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

5.3 Recording. The City may record this Agreement with the Dakota County Recorder.

5.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

5.8 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

5.9 Each Party to sign separate contract with Xcel Energy. The City shall sign a separate contract with Xcel Energy (Construction Agreement for Street Lighting Facilities) in the amount of \$125,553.00 pertaining to the installation of, and monthly energy billings for, those thirty one (31) street lights under the responsibility of the City. A copy of the City agreement with Xcel Energy is attached hereto and incorporated herein as Exhibit C. APAI shall sign a separate contract with Xcel Energy in the amount of \$138,109.00 (Construction Agreement for Street Lighting Facilities) pertaining to the installation of, and monthly energy billings for, those thirty three (33) street lights under the responsibility of APAI. A copy of the APAI agreement with Xcel Energy is attached hereto and incorporated herein as Exhibit D. The City and APAI contracts with Xcel Energy should be signed and delivered to Xcel Energy by March 15, 2018, in order to allow up to a 12 week street light delivery time for project light installation to occur between June 15 to August 15, 2018, by Xcel Energy.

5.10 APAI responsible for irrigation and landscaping. In the event of damage for any reason or no reason, APAI shall be responsible for all costs associated with any and all maintenance, repair or replacement of any irrigation system or any landscaping located within the Project area or right-of-way that is adjacent to APAI properties.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**APAI:
ARBOR POINTE ASSOCIATION, INC.**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

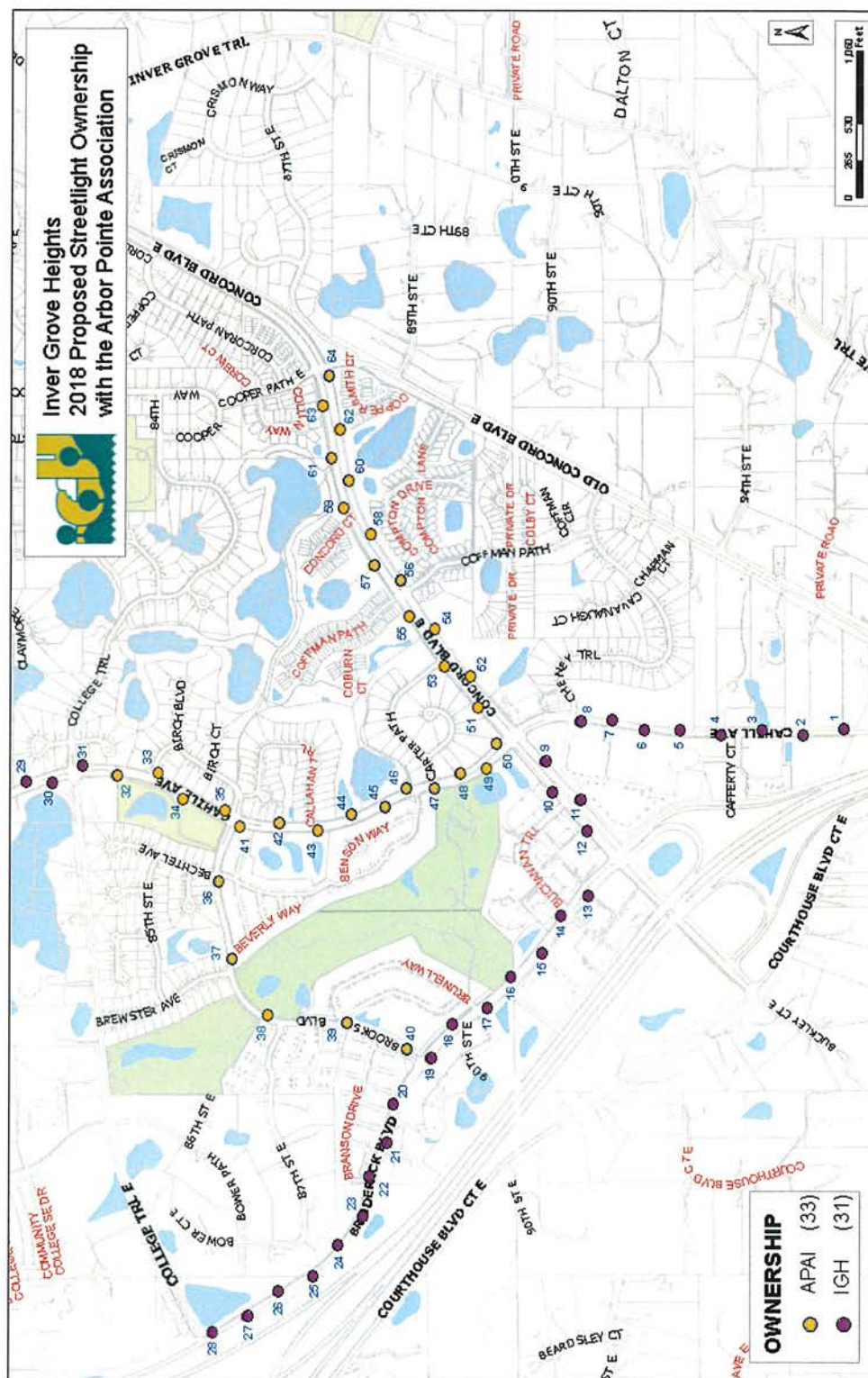
On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Arbor Pointe Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Arbor Pointe Association, Inc., by authority of the Board of Directors of said non-profit corporation.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

-8-



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Adopting the Assessments for 2017 Nuisance Abatement Program

Meeting Date: March 26, 2018

Item Type: Public Hearing

Contact: Nicole Cook; Rental and Code
Compliance Coordinator

Prepared by: Nicole Cook

Reviewed by: Joe Lynch

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 Adopting the Assessment for the 2017 Nuisance Abatement Program.

BACKGROUND

Various properties were notified that their properties were out of compliance in a number of different aspects; long grass and weeds, refuse, and other nuisance abatement. The property owners were notified that they needed to bring their properties into compliance or the City would abate the nuisance and that the costs would be assessed. The following properties did not comply and did not subsequently pay for City costs to correct the abatement. Notice of assessment charges have been sent out to property owners twice requesting payment. The following assessments remain unpaid.

If prepayment is not received within thirty (30) days after the special assessments are levied and adopted by the City Council, then:

The assessment will be sent to the County Auditor to be placed on the property tax list. The proposed number of annual installments is one (1).

The following parcels are proposed to be assessed:

2017 SPECIAL ASSESSMENTS

207116304020	3782 77 th ST E	\$225.00
204325104060	5912 CONCORD BLVD	\$200.52
203655005041	3950 65 TH ST	\$163.00
200230028030	9185 INVER GROVE TRL	\$1225.00
201186402010	9124 BRODERICK BLVD	\$403.52
207116104290	7033 DELANEY AVE	\$348.52
208090000010	7335 CLAYTON AVE	\$647.04
201186501010	9079 BUCHANAN TRL	\$284.26
201821201010	2809 73 RD ST	\$235.00

TOTAL: \$3,731.86

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2017 NUISANCE ABATEMENT PROGRAM

RESOLUTION NO. _____

WHEREAS, pursuant of proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements - 2017 Nuisance Abatement which includes the following:

Lawn mowing, tree trimming, brush removal, refuse removal, and other nuisance abatement

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and levied and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of one (1) year, the installment will appear on the 2018 property tax statement, and shall bear interest at the rate of eight percent (8%) per annum from the date of adoption of this assessment resolution.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution, and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 26th day of March 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 26, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 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:

Part-Time/Temporary/Seasonal Employment:

Parks & Recreation/VMCC

Anderson, Maria, Fitness Instructor/Personal Trainer
 Mansur, Sabrina, Kids ROCK Coordinator
 Pereda, Tatiana, Lifeguard

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GWEN LYSNE – Case No. 18-11Z

Meeting Date: March 26, 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 an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard.

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

SUMMARY

The property is approximately .45 acres and is guided for Mixed Use. The applicant would like to change the current zoning of the property of R-1C, Single-family to B-3, General Business. The intent is to sell the parcels to Inver Grove Auto for an expansion of their auto sales lot. If approved, a conditional use permit amendment would then be required to expand the auto sales lot.

City Code, Title 10-3-5 suggests that a rezoning request shall be in the best interest of the physical development of the City in order to be approved. In 2012, the City adopted a Concord Boulevard Neighborhood Plan. This plan states: *The area along Concord Boulevard generally between Delilah Avenue and 68th Street presents the greatest opportunity for commercial land uses that are more goods oriented along with restaurants, bars, and professional services. The retail uses are envisioned as free standing commercial uses or potentially multi-tenant structures. The area between 65th Street and 66th Street also is important as a gateway into the water front district and Heritage Village Park. A strong retail presence at this node will be important as a signature icon to the district.*

Staff believes the proposed rezoning to be in the best interest of the City. Although an expansion of a used car dealership may not be the strong retail presence envisioned, it would still be a commercial expansion of an existing business. In the future if the site would ever redevelop, a car sales lot has minimal site improvements and therefore could make the site more viable for future commercial development. On a flat piece of paper, the property looks viable for residential or commercial development. When looking at the actual site, there are some major topographical challenges for development on the parcel; incorporating the site with the property to the east makes sense for access and grading. Additionally, the current single-family zoning is not compatible with the land use designation of Mixed Use, the proposed zoning of B-3 would be more in line with the Comprehensive Plan.

Planning Staff: Based on the information provided staff recommends approval of the rezoning as presented.

Planning Commission: At the March 6, 2018 public hearing, the Planning Commission recommended approval of the request as presented (8-0).

Attachments: Ordinance amendment
PC recommendation
Planning staff report

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

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 18-11Z

Gwen Lysne

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from R-1C, Single family to B-3, General Business, to wit:

S 1/2 OF VAC ALLEY ADJ & W 1/2 VAC ALLEY ADJ & ALL OF LOT 10, BLK 2, INVER GROVE PARK ADDITION & THE W 1/2 OF VAC ALLEY ADJ & ALL OF LOTS 12 & 14, BLK 2 INVER GROVE PARK ADDITION, ACCORDING TO DAKOTA COUNTY, MN

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its

Ordinance No.
Page 2

publication according to law.

Enacted and ordained into an Ordinance this 26TH day of March, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 20, 2018
SUBJECT: **GWEN LYSNE – CASE NO. 18-11Z**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a rezoning of the three parcels from R-1C, Single-family to B-3, General Business, for the property located west of 6591 Concord Boulevard. 14 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property is approximately .45 acres and is zoned for Mixed Use. The intent is to sell the parcels to Inver Grove Auto for an expansion of their auto sales lot. If approved, a conditional use permit amendment would then be required. A couple of studies have been done of the Concord Boulevard Neighborhood. The latest study was done in 2012 and it looked at the area as concentrating more on commercial uses. A car sales lot has minimal site improvements and therefore could be easily redeveloped in the future. Staff recommends approval of the request.

Commissioner Simon asked if the three subject lots were large enough to be sold individually.

Mr. Hunting replied that the 40-foot wide lots would not meet the minimum lot width requirement and staff would recommend that they be combined into one tax parcel.

Chair Maggi asked if that would typically be done after the rezoning.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked what was directly north of the three subject parcels.

Mr. Hunting believed there was a home on the residential property.

Commissioner Robertson asked what was west of the subject lot.

Mr. Hunting replied that was a residential home as well.

Commissioner Simon asked if this section of Delilah Avenue would be built if this request was approved.

Mr. Hunting replied this portion of Delilah Avenue would never be built. Likely it would be vacated and the right-of-way would go back to the adjacent properties.

Opening of Public Hearing

Gwen and Michael Lysne, 5774 Piney Road S, St. Paul Park, stated they were available to answer any questions.

Chair Maggi asked the applicants if they read and understood the report.

The Lysne's replied in the affirmative.

Ms. Lysne stated she believed the right-of-way vacation had been approved 7-8 years ago.

Mr. Lysne advised that the building on the property directly to the north included a small implement sales/repair shop and a residential home.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Weber asked if the vacated Delilah Avenue right-of-way would be split evenly and redistributed back to the abutting parcel owners.

Mr. Hunting believed so.

Commissioner Scales felt it was a good use of the property.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a rezoning of the three parcels from R-1C, Single-family to B-3, General Business, for the property located west of 6591 Concord Boulevard.

Motion carried (8/0). This item goes to the City Council on March 26, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: March 6, 2018

CASE NO: 18-11Z

APPLICANT & PROPERTY OWNER: Mike and Gwen Lysne

REQUEST: Rezoning

LOCATION: 66th Street and Concord

COMPREHENSIVE PLAN: Mixed Use

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant's property is located a half block west of Concord Boulevard, along 66th Street behind Inver Grove Auto. The applicant owns three parcels totaling approximately .45 acres. The request is to change the zoning of the parcels from R-1C, single-family to B-3, General Business. If the rezoning is approved, it is the owner's intent to sell the parcels to Inver Grove Auto for an expansion of their business. In order for the expansion to occur, a conditional use permit amendment would then be required which includes public review and comment.

Specific Request

a) A Rezoning of the three parcels from R-1C, single-family to B-3, General Business

EVALUATION OF THE REQUEST

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

North- Single Family Residential/service garage; zoned R-1C, Single-family Residential; guided Mixed Use

East - Used Car dealership; zoned B-3, General Business; guided Mixed Use

West- Single Family Residential; zoned R-1C, Single-family Residential; guided LDR, Low Density Residential

South-Single Family Residential; zoned A, Agricultural; guided Mixed Use

REZONING

The City Code, Title 10-3-5 states that a rezoning request must be “in the best interest of the physical development of the City” in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure The property has access to City water and sewer but no additional connections are proposed with the potential expansion of Inver Grove Auto.

Neighborhood Compatibility The property to the east is zoned commercial and the owner would like to expand their business onto the three proposed parcels. There are residential homes to the north, west, and south of the proposed parcels. The proposed parcels have some challenging topography that would provide a buffer between the possible car sales lot and residential homes. When looking at other commercial businesses along Concord it is common for the business to utilize the entire block for commercial uses before the residential neighborhoods starts further west, up the hill. The Mixed Use land use designation also incorporates the entire block west of Concord.

2030 Comprehensive Plan

The property is currently zoned R-1C, Single-family Residential and guided Mixed Use. On a flat piece of paper the property looks like a viable piece of property for residential or commercial. When looking at the actual site, there are some major topographical challenges for development of the parcel.

The 2030 Comprehensive Plan defines Mixed Use as: *areas that consist of lots or parcels that contain a mix of retail and service commercial, office, institutional, higher density residential, public uses and/or park and recreation uses, organized in a pedestrian friendly environment.*

The current single-family zoning is not compatible with the land use designation of Mixed Use, the proposed zoning of B-3 would be more in line with the Comprehensive Plan.

Concord Boulevard Plans

In 2006, the applicant requested a Comprehensive Plan Amendment to change the land use designation to LDR, Low Density Residential. The application was withdrawn late in the process due to the fact staff was recommending denial of the request as the goals of the 1998 Concord Neighborhood Plan were to provide commercial development along a one block radius of Concord Boulevard. Since this time, the applicants have tried to market the property as mixed use/residential with no avail.

The redevelopment of the Concord Blvd area has been a slow process; however, the City has seen improvements with the County road improvements to Concord and the addition of Heritage Village Park and the Swing Bridge.

In 2012, the City adopted a new Concord Boulevard Neighborhood Plan. This plan states: *The area along Concord Boulevard generally between Delilah Avenue and 68th Street presents the greatest opportunity*

for commercial land uses that are more goods oriented along with restaurants, bars, and professions services. The retail uses are envisioned as free standing commercial uses or potentially multi-tenant structures. The area between 65th Street and 66th Street also is important as a gateway into the water front district and Heritage Village Park. A strong retail presence at this node will be important as a signature icon to the district.

Staff believes that a rezoning of the proposed parcels to be in the best interest of the City. Although an expansion of a used car dealership may not be the strong retail presence envisioned, it would still be a commercial expansion of an existing business. In the future if the site would ever redevelop, a car sales lot has minimal site improvements and could make the site more viable for future retail development.

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 recommend approval of the Rezoning as presented.
- B. **Denial.** If the Planning Commission does not favor the proposed requests the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

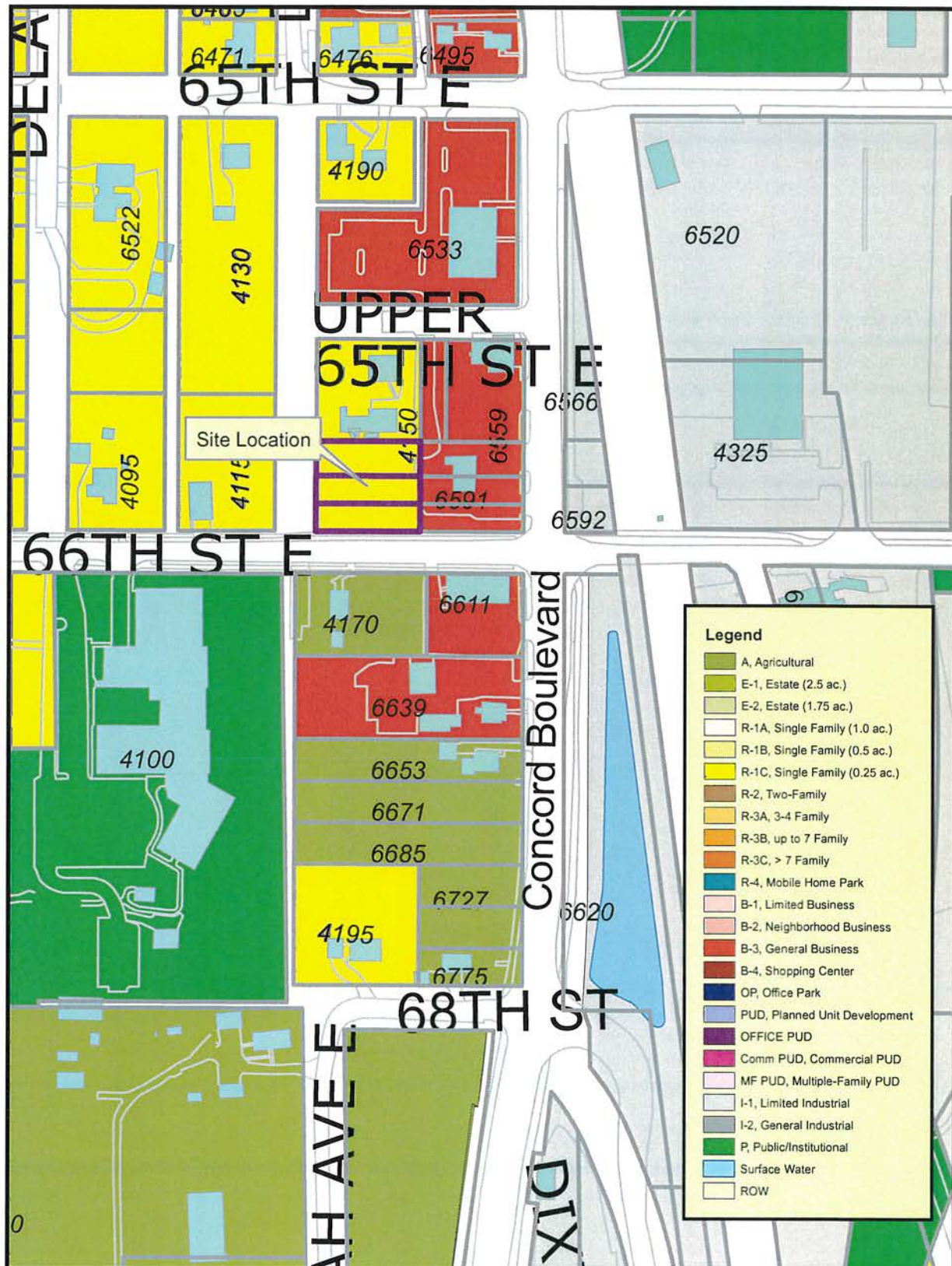
RECOMMENDATION

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

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Comprehensive Plan Map
Exhibit C – Narrative



Lysne Case No. 18-11Z



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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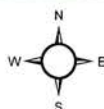
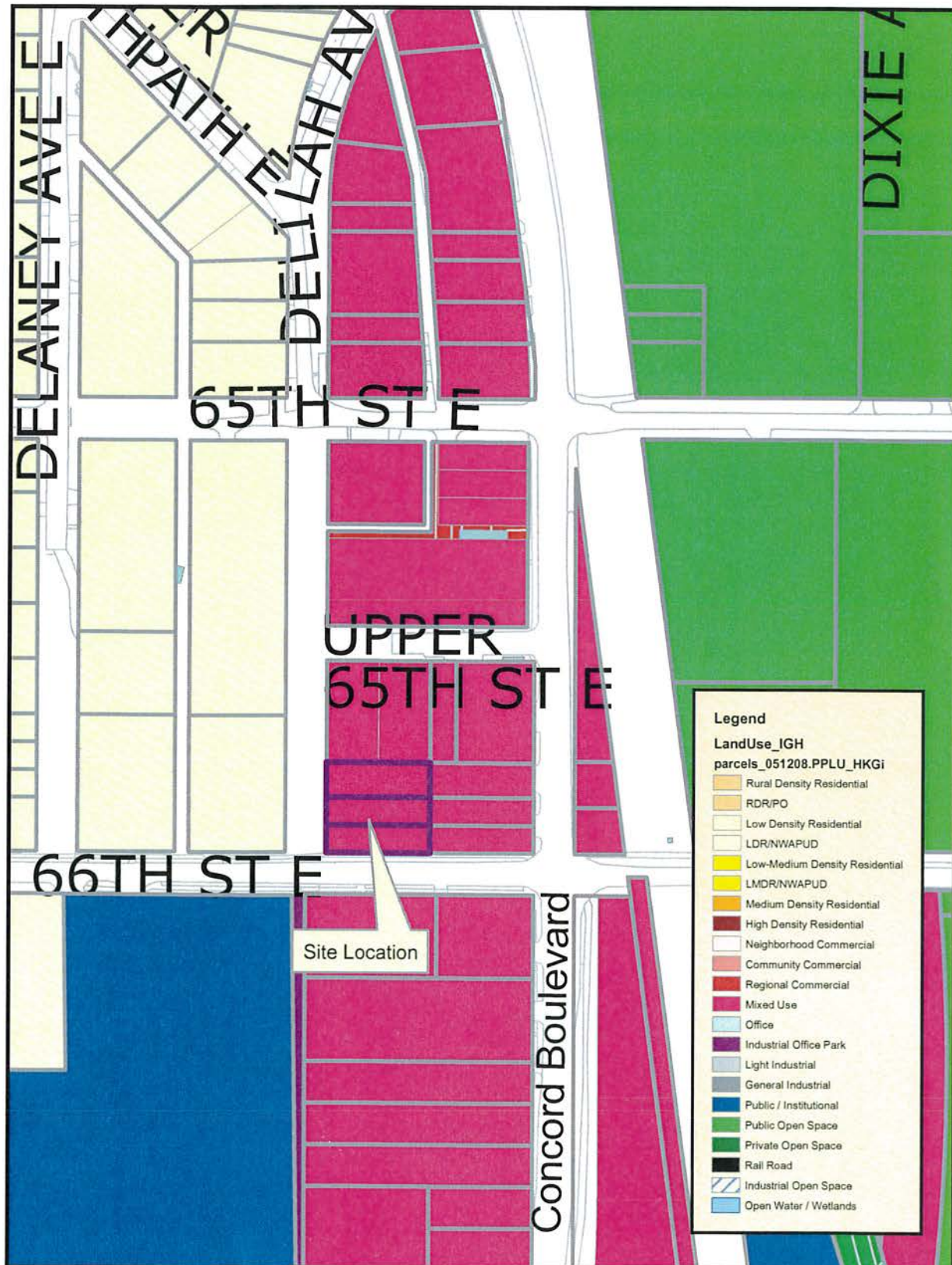


Exhibit A
Zoning and Location Map
Map not to scale



Lysne
Case No. 18-11Z



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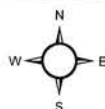


Exhibit B
Land Use Map
Map not to scale

City of I.G.H. Planning commission:

I would like to rezone the 3 lots to merge them with the business Inver Grove Auto which currently attach to the existing lots. Property is currently zoned single family would like to have it rezone it to fit the cities comp plan for proper zoning and sale to the new owner to be.

Thanks,

Gwen Lysne

A handwritten signature in blue ink, appearing to read "Gwen Lysne", written in a cursive style.

2/01/2018

A handwritten letter "C" in blue ink, located in the bottom right corner of the page.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INDUSTRIAL EQUITIES, LLP - Case No. 18-09PUD

Meeting Date: March 26, 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 the following for property located at Auburn Path and Argenta Trail:

- b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 95,250 square foot office/warehouse building for property located at Auburn Path and Argenta Trail
- Requires a 3/5th's vote.
 - 60-day deadline: May 22, 2018 (second 60 days)

SUMMARY

The applicant is proposing a 95,250 square foot office/warehouse building for the site. The applicant is proposing a preliminary plat that would combine 2 outlots into one lot and a preliminary PUD plan for the building development.

The City Council approved a comprehensive plan amendment and rezoning to industrial at their February 26, 2018 meeting. The approval is contingent upon approval of the plat and PUD plan approvals.

ANALYSIS

The applicant is proposing to develop the site with a 95,250 square foot office warehouse building. Based on a tenant mix of other projects they have completed, they expect occupancy to be approximately 20% office, 30% manufacturing and 50% warehousing. The type of tenant users includes; office, warehouse, distribution, manufacturing, biotech, and high-tech companies.

- All building and parking lot setbacks are met.
- Complies with all open space requirements except for undisturbed open space. Due to the nature of industrial and commercial projects, more land is disturbed than typical residential projects to accommodate the building and parking lot. In this case, all of the site would be disturbed during initial grading. Applicant requesting flexibility from the minimum undisturbed open space regulation.
- Project will provide for a 30 foot wide easement on west boundary for the Dakota County Mendota-Lebanon Regional Trail. Construction would occur at a later date.
- Landscaping plan is short trees. A condition is included to require proper number of trees. Plans are to be amended for final PUD approval.
- Engineering reviewed plans and has comment memo with items to be addressed with the final plan submittal.
- Project to be served by Eagan utilities through the JPA. Final plan set will address utilities to this site and possible service to additional parcels within the JPA boundary.
- Parking on the site is shy of the 75% minimum required. Applicant is proposing 184 spaces, code requires minimum 203. Applicant has indicated based on tenant mix and actual use from

their other properties that the spaces proposed will be adequate. Staff would support this flexibility from the ordinance.

Access/Roadway Issue. The original plat was recorded with a 60 foot wide public roadway easement providing the ability to extend Auburn Path from its current cul-de-sac to the north end of the plat. There also exists a recorded roadway assessment agreement that allocates the cost of road construction between the two parcels either side of the easement. Based on historical research involving the existing plat, the road easement was put in place to insure the parcel to the north was not landlocked and would have access to a public street. The applicant would be constructing a 30 foot wide entry road within the easement to serve the subject site. Engineering would require the access be built to city standards for a public street and a suitable turn-around would be required at the north end. The road would be built short of the north property line and an escrow would be collected to pay for the applicant's portion of road completion when the extension is requested. The applicants request is to allow the access road as a private drive and vacate the existing easement. The land owner to the north (David Jansen) raised concerns regarding the road at the meeting on the comp plan amendment.

Staff met with Mr. Jansen and the developer to discuss the road issue. The meeting did not yield a unanimous decision. Staff, therefore, lays out two options for Council to consider when taking action on this item.

1. Retain the existing public road easement, require a road be built to city standards for a public street and a suitable turn-around be built at the north end for a future extension.
2. Allow access to the site be a private driveway and vacate the public easement. The drive would no longer be a possible access for the property directly north of the site.

Staff would recommend option #1 as this keeps all options open for a future roadway extension to the north should it ever be requested or needed.

Alternate Site Plan. The applicant has provided an alternative site plan that lays out the building assuming the easement is vacated. This provides some additional buildable area and the plan shows a 110,000 square foot building with additional parking in the front of the building. The front side, or east facing wall, would be enhanced by providing an additional entry with additional windows.

RECOMMENDATION

Planning Division. Planning and Engineering recommend approval of the plans as presented and keeping the existing public easement in place.

Planning Commission. The Planning Commission recommended approval of the plan with utilities via the JPA and an added condition to clarify the need to provide access to the cemetery land to the east from the proposed road (8-0). They also recommended that the road be private and the easement vacated (8-0).

Attachments: Resolution approving Preliminary Plat and Preliminary PUD Development Plan
Alternate Site Plan and Elevations
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF A 95,250 SQUARE FOOT
OFFICE/WAREHOUSE BUILDING AND PLAT TO BE KNOWN AS INDUSTRIAL
EQUITIES ADDITION**

CASE NO. 18-09PUD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

Outlots A and D, Gene Worrells Church Acres, according the recorded plan, Dakota County, Minnesota.

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 20, 2018;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Industrial Equities Addition is hereby approved subject to the following conditions:

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

Preliminary Plat	dated 1/19/18
Preliminary Site Plan	dated 2/14/18
Preliminary Grading and Drainage Plan	dated 12/17/17
Preliminary Utility Plan	dated 12/17/17
Preliminary Landscape Plan	dated 2/12/18
Elevation Plan	dated 2/12/18

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works. The final plan set shall also address all items listed in the memo from the City Engineer dated 1/31/18.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. A 30 foot wide easement shall be dedicated along the western boundary for the future Dakota County Mendota-Lebanon Regional Trail. The final plan set shall also address all comments received from Dakota County in response dated 2/9/18.
5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.
6. Either the outlot shall be dedicated as public right-of-way and a public street be constructed with a suitable turn-around at the north end for a future extension, or Council determines the future road extension is not needed and then the road easement should be vacated, and the entrance road be a private road.
7. As part of the final plan submittal, a trip generation report shall be submitted. If Council determines more review is required, a more detailed traffic generation study shall be required analyzing current background traffic and proposed traffic to determine any necessary improvements.
8. As part of the final plan submittal, the landscape plan shall either be modified to provide for all necessary tree reforestation on site, or Council approve the shortage with off-site plantings or cash contribution to the Tree Preservation fund.
9. As part of the final plan submittal, the landscape plan shall be modified to remove proposed plantings out of the 30 foot wide easement for the future county trail.
10. Final plans subject to wetland report review by the Dakota County Soil and Water Conservation District.
11. Any roof top or ground mounted mechanical equipment shall be substantially screened from view.
12. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines.
13. All plans shall be subject to the review and approval of the Fire Marshal.
14. Utility plans subject to Council approving access to the Eagan system via the Joint Powers Agreement. Applicable sewer and water utility fees will be determined at that point.

15. As part of the final plan set, a lighting illumination plan shall be required to verify compliance with maximum illumination standards.
16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of the property shall be responsible for the maintenance of storm water improvements on such lots.

The Agreement shall provide that the storm water improvements shall be maintained by the approved entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of the lot. The easement shall provide that the area must be retained in open space.
15. As determined by City Council and prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay any necessary City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
16. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system may be due and owing.
17. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council

18. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the

development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

19. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.

20. The following documents shall be recorded when the plat is recorded:

- Development Contract;
- Storm Water Facilities Maintenance Agreement;
- Conservation Open Space Easement; and
- Acknowledgement of PUD Zoning.

21. Appropriate access to the cemetery land to the east shall be provided via the proposed road for the development.

Passed this _____ day of _____, 2018.

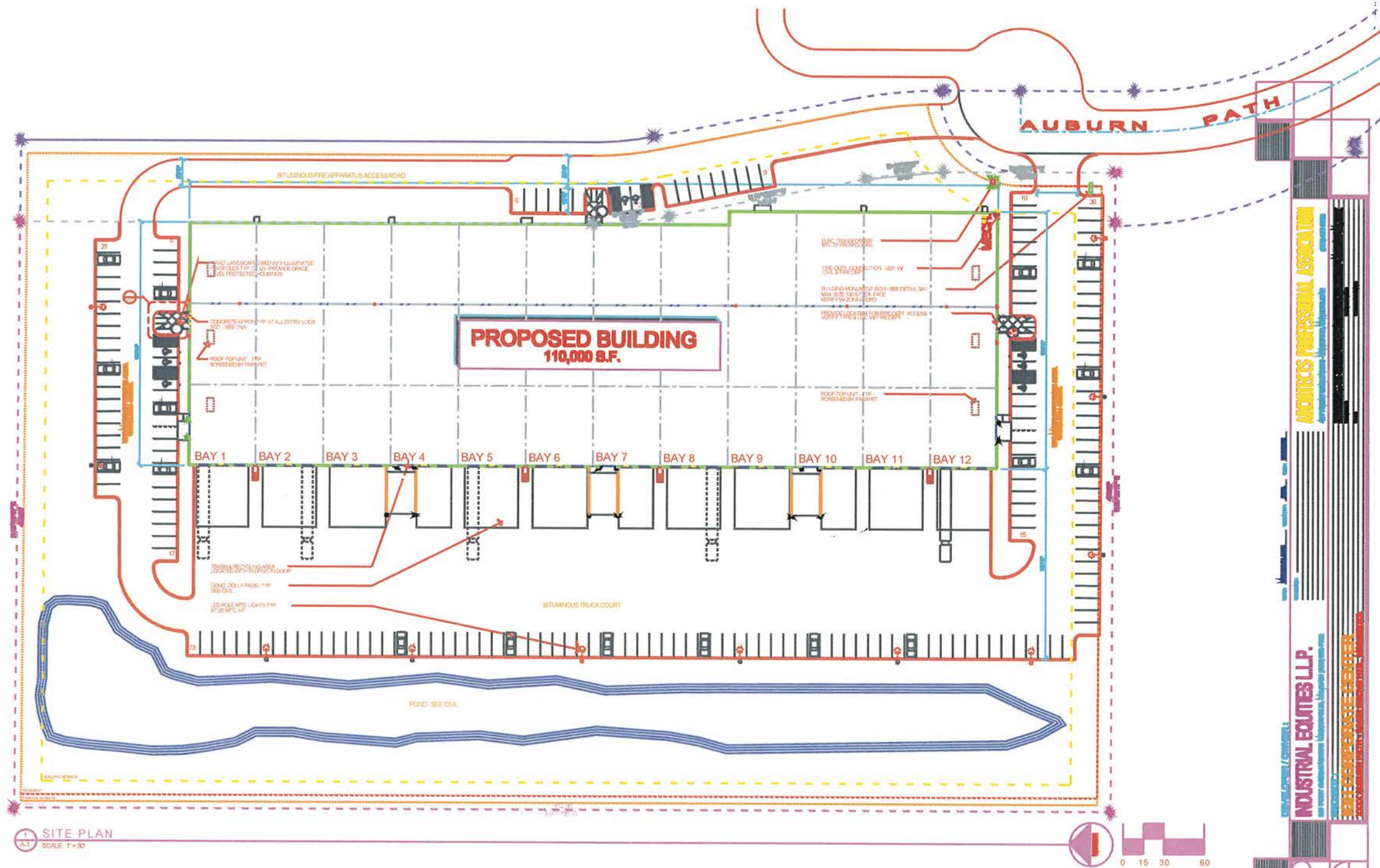
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



1 SITE PLAN
A-1
SCALE: 1"=30'

SITE AND PARKING INFORMATION :

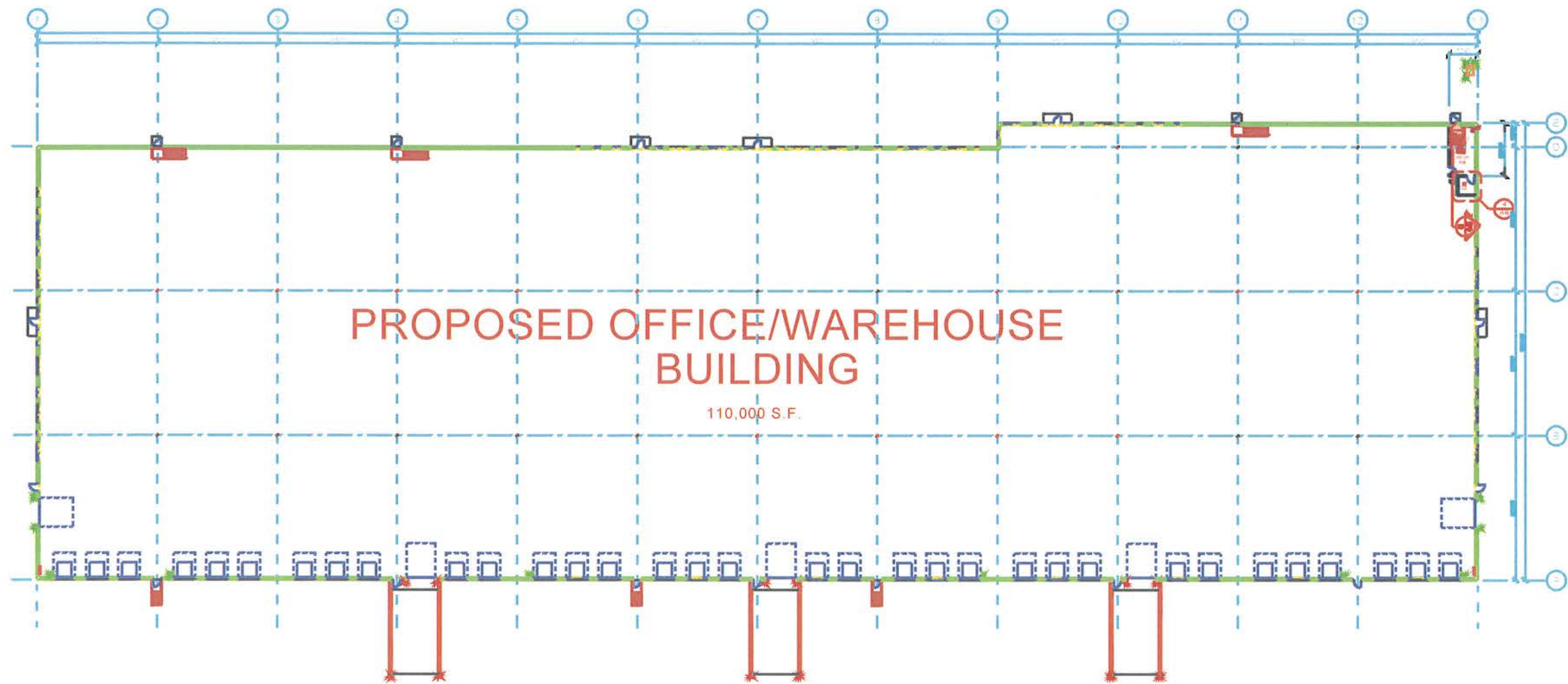
SITE AREA :	403,676 S.F. (9.3 ACRES)	CLEAR HEIGHT WAREHOUSE :	28'-0"
BLDG AREA :	110,000 S.F.	SPRINKLER SYSTEM :	ESFR
SITE COVERAGE :	27.25%	COLUMN SPACING :	50'-0" X 60'-0"
PARKING PROVIDED :	195	DOCKS :	33 @ 9'X10'
TYP. BAY SIZE :	50' X 180'	DRIVE-INS :	5 @ 12'X14'

BUILDING BAY AREAS :

BAY 1 :	9,000 S.F.	BAY 6 :	9,000 S.F.	BAY 11 :	9,500 S.F.
BAY 2 :	9,000 S.F.	BAY 7 :	9,000 S.F.	BAY 12 :	9,236 S.F.
BAY 3 :	9,000 S.F.	BAY 8 :	9,000 S.F.	MECH. :	264 S.F.
BAY 4 :	9,000 S.F.	BAY 9 :	9,500 S.F.		
BAY 5 :	9,000 S.F.	BAY 10 :	9,500 S.F.		

SITE PLAN
AND DATA
A-1
1 OF 3

ALTERNATE SITE PLAN



FLOOR PLAN
SCALE: 1/8" = 1'-0"



FLOOR PLAN
A-2
2 OF 3

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 20, 2018

SUBJECT: **INDUSTRIAL EQUITIES, LLP – CASE NO. 18-09PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary plat and preliminary PUD development plan for a one lot plat to construct a 95,250 square foot industrial warehouse building, for the property located at Auburn Path and Argenta Trail. 12 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, City Planner, explained the request as detailed in the report. He advised that the Planning Commission recently recommended approval of a comprehensive plan amendment and rezoning for this property, which is located on Auburn Path on the Eagan border. The site plan review is contingent upon Council approval on February 26. The request is for a preliminary plat and preliminary PUD approval. The applicant is proposing to combine Outlots A and D into one lot and develop the site with a 95,250 square foot office warehouse building. The applicant is proposing to utilize Outlot D as a private drive to the site. The applicant is requesting flexibility from the required amount of undisturbed open space. Staff acknowledges that it is difficult to achieve the open space performance standards in the Northwest Area with this type of development on a smaller lot. The County is requiring a 30-foot trail and utility easement along the western property line and is requesting a 14-foot trail bench in the final grading plan. Park dedication would be through a cash contribution. The final landscape plan must be modified to provide the necessary tree reforestation or Council could approve a cash contribution in lieu of that. The applicant is proposing to connect to the Eagan system for water and sewer through the existing Joint Powers Agreement. Outlot D must either be dedicated as public right-of-way or the road easement should be vacated, and the entrance road be a private road should Council determine a future road extension is not needed. Staff would like input from the Planning Commission on the road easement and utilities. Staff recommends approval of the request with the listed conditions.

Commissioner Scales asked if there was a rough estimate of when City sewer and water was anticipated to be brought to the area.

Mr. Hunting replied that the extension of sewer and water to this area would be development driven. Because there have not been any inquiries from landowners in this area wanting to develop, he would expect it to be many years off in the future.

Commissioner Simon asked if water were brought in from Eagan via the joint powers agreement, would it be just to serve this property or others in the area as well.

Mr. Hunting replied that the Engineering Department would recommend that the utilities be extended to serve more than just the parcel in question.

Commissioner Simon asked why Auburn Path would not be extended along existing property lines rather than going through the middle of parcels.

Mr. Hunting replied most likely they would want to avoid adding more intersections on Argenta Trail but rather to intersect with Alberta Way.

Commissioner Robertson stated that the cemetery being due east of the subject parcel would likely impact where the road extension could go, and she supported taking advantage of the joint powers agreement to facilitate faster development of this area.

Commissioner Weber stated it was his understanding that the joint powers agreement only allowed the extension of utilities to the properties west of Argenta Trail; everything east of Argenta Trail had to be served by Inver Grove Heights. He asked what the existing industrial use south of the subject property had for sewer and water.

Mr. Hunting replied that he was unsure.

Commissioner Wippermann asked if the 30-foot easement being requested for the County trail would be the full width of the trail or would there be an additional 30-feet in Eagan.

Mr. Hunting replied that 30 feet would be the full width of the trail.

Chair Maggi asked why staff was not concerned about the parking shortage.

Mr. Hunting replied that staff believes the proposed parking spaces will be enough for the anticipated tenant mix of this building.

Commissioner Robertson stated the report lays out that only a small percentage of the total space is anticipated to be office space which would be people intensive; therefore, fewer parking spaces were likely necessary.

Commissioner Wippermann stated if the City wants this development to happen the utilities must come from Eagan.

Opening of Public Hearing

Matt Allan, 321 – 1st Ave N, Minneapolis, advised he was available to answer any questions.

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

Mr. Allan replied in the affirmative.

Commissioner Weber asked if the applicant planned to grant access back to the cemetery, such as that shown on the E.G. Rud drawing.

Mr. Allan replied that would have to be addressed.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi asked if the Planning Commission should add a condition requiring access to the cemetery.

Mr. Hunting replied that the Planning Commission could add such a condition and noted that the final plans would have to provide an access similar to the one shown in the E.G. Rud drawing.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Scales, to approve the request for a preliminary plat and preliminary PUD development plan for a one lot plat to construct a 95,250 square foot industrial warehouse building, for the property located at Auburn Path and Argenta Trail, with the added condition that appropriate access to the cemetery be provided.

Motion carried (8/0).

Motion by Commissioner Wippermann, second by Commissioner Weber, to recommend to City Council that the applicant be given access to sewer and water through the Joint Powers Agreement with the City of Eagan.

Motion carried (8/0).

Commissioner Weber believed that a vacation would be the best option for Outlot D.

Commissioner Scales asked if Auburn Path would be a private road.

Mr. Hunting replied in the affirmative.

Motion by Commissioner Weber, second by Commissioner Scales, to vacate the right-of-way easement on Auburn Path.

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

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 16, 2018 **CASE NO:** 18-09PUD

HEARING DATE: February 20, 2018

APPLICANT: Industrial Equities, LLP

PROPERTY OWNER: Zion Pentecostal Assembly

REQUEST: Preliminary Plat and Preliminary PUD for a one lot subdivision and a 95,250 square foot office/warehouse project

LOCATION: Auburn Path and Argenta Trail

COMPREHENSIVE PLAN: P, Public/Institutional (application pending to change to GI)

ZONING: P, Institutional (application pending rezoning to I-2)

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to develop the site with a 95,250 square foot office warehouse building. Based on a tenant mix of other projects they have completed, they expect occupancy to be approximately 20% office, 30% manufacturing and 50% warehousing. The type of tenant users includes; office, warehouse, distribution, manufacturing, biotech, and high-tech companies.

The site is designed with the building closer to the east boundary. Parking would be located on the north and south sides of the building, and loading docks, bays and additional parking would be located on the west side of the site. The service or loading bays would all be facing west towards the industrial uses in Eagan. A storm water pond would be located along the west boundary.

REQUESTS

The specific requests for this project consist of the following:

1. A Preliminary Plat for a one (1) lot subdivision.

2. A Preliminary PUD Development Plan for a 95,250 square foot office warehouse building.

SURROUNDING USES

The subject property is surrounded by:

North Large lot single family residential; zoned A; guided Low-Medium Density Residential.
East Cemetery, large lot residential; zoned P and A; guided Public/Institutional and Rural Residential.
West Industrial (City of Eagan).
South Industrial, Emerald Hills manufactured home park; zoned I-1, R-4; guided LI, MDR.

PRELIMINARY PLAT

The applicant is proposing to plat the existing two outlots into one lot. There is an existing public roadway easement on Outlot D of the existing plat. This has been planned as a future public road connection leading northward to join Yankee Doodle Road. The applicant is proposing to utilize this area as private access to the site with a driveway connection from Auburn Path. With this plat, either the outlot should be dedicated as public right-of-way and a public street be constructed to the north property line, or Council determines the future road extension is not needed and then the road easement should be vacated, and the entrance road would be a private road.

NATURAL AREA/OPEN SPACE

The Northwest Area Overlay District establishes requirements for open space preservation. Based on the net developable area the project contains the following:

	Square Feet	Required Acres	Proposed Acres
<i>Total Net Developable Area</i>	<i>400,752</i>	<i>9.27</i>	<i>NA</i>
Minimum Open Space Required = 20% of net area	80,150	1.84	4.20
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	60,112	1.38	1.87
Area to be undisturbed = 50% of required open space	40,075	0.92	0.0

Based on the net developable area calculated above, a total of 80,150 sq ft or 1.84 acres must be preserved as open space. The Northwest Area Overlay District Ordinance requires the natural area/open space be designated based upon four criteria that are defined in Section 515.80. Subd. 39. F. 4. b. The site does not have features defined in criteria i-iii. The forth criteria is to create open space in and around neighborhoods or to provide corridors that connect open space or provide buffers between incompatible or conflicting land uses. The project provides open space

along the west boundary and along the north boundary. Part of the west boundary open space is to be set aside for the Dakota County Mendota-Lebanon Regional Trail. A 30 foot wide strip along the west boundary is to be preserved by trail easement for the future trail.

The project complies with overall proposed open space and contiguous open space. The required amount of undisturbed open space is not being met. The applicant is requesting flexibility from this requirement because the nature of commercial or industrial development on smaller sites require a larger amount of developed area and thus more land would be disturbed. The entire area needed for the required storm water ponding will be disturbed and graded to meet the storm water construction design. The applicant has provided a narrative regarding this flexibility request.

The Northwest Area Overlay District Ordinance requires the entire area set aside for natural area/open space shall be maintained in perpetuity and the restriction shall run with the land and be binding on the current and future land owners.

BULK STANDARDS

Building setbacks. Building complies with all setbacks including 30 feet from the road easement (east side), should this become a public street and the 100 foot setback required when next to residential property. All required parking lot setbacks are met.

Building height. Maximum building height in the Northwest Area for industrial buildings is 60 feet. The proposed buildings would be 38 feet high. The maximum building height requirement has been met.

Building coverage & Impervious surface coverage.

The Northwest Area Ordinance provides maximum building coverage and overall impervious surface coverage for the different zoning districts. Industrial properties are allowed 70% impervious surface and 40% building coverage.

Base Zoning District	Area in acres	Proposed Impervious Surface	Impervious Surface Coverage	Maximum Impervious Surface Coverage	
I-2	9.2	4.9 ac	54.0%	70%	

Base Zoning District	Area in acres	Proposed Building Area	Building Coverage	Maximum Building Coverage Allowed	
I-2	9.2	2.19 ac	24.0%	40%	

The project complies with building coverage and total impervious surface standards.

PARKS/TRAILS

As stated earlier, the Dakota County Mendota-Lebanon Regional Trail identifies a path along the west boundary of this site as one of the segments for the trail. Dakota County has provided comments regarding this site plan and how to integrate the future trail. A 30 foot wide easement will be required to be dedicated to provide area for the trail.

To meet park dedication requirements, a cash contribution will be required based a formula of \$5,000 per acre. This fee is collected at time of plat release for recording.

PARKING

The Northwest Area Overlay District Ordinance establishes parking standards based on minimum and maximum. Based on the applicant's experience with tenant mix in buildings, they have figured a ratio of 20% office, 30% manufacturing/processing and 50% warehouse. Based on this breakdown, a total 271 spaces would be required. The applicant is proposing 184 parking spaces. Parking is located on the north and south ends of the building where the main entrance doors would be. There is also parking located along the west boundary of the site.

The Northwest Area Overlay District Ordinance states that the minimum parking spaces allowed shall be no less than 75% of the minimum parking required for the underlying zoning district. Therefore, in this case, the 75% minimum is 203 spaces. While the 184 is less than the 203 minimum required, we believe the tenant mix calculation is more accurate which minimizes impervious surface which is a goal of the Northwest Area District.

ACCESS/STREETS

The plan provides two access points on the north and south ends of the site. The proposed plan assumes the outlot with the road easement would not be necessary and the property could be then utilized as a private driveway.

Auburn Path is planned to extend north at some future time. There is an existing public road easement within Outlot D of the existing plat that was created for a possible future extension northward to serve the properties to the north of the subject site. There is an existing curb cut on Yankee Doodle at approximately the Eagan/Inver Grove Heights boundary that could be used as the intersection point for a future extension of Auburn Path. This curb opening does not line up well with the road easement and is not favored by Dakota County as a street access at that location. An alternative route would be northward then east through residential property to intersect with Argenta Trail at Alberta Way. This provides a second access to the location but would have a significant impact to the residential property to the north.

A determination should be made at this point whether the extension of Auburn Path should be built as a public street at this time, or if the road should not be extended and allow the easement to be vacated and access to the site would be by a private access driveway. Staff is requesting Planning Commission to make a recommendation on this issue with this request. The City Council should also make a final determination on this issue with this request.

Access to the site can be obtained via the intersection of Yankee Doodle Road and Argenta Trail or Opperman Drive to Hwy 149 in Eagan. Traffic has been raised as an issue by neighboring residents in the past. A traffic analysis has not been submitted by the applicant and no other traffic studies have been done. If Planning Commission or City Council wanted more definitive information, a traffic generation study could be required to look at the main nearby streets and analyze current background traffic to anticipated new traffic generation, based on current and proposed land uses.

LANDSCAPING/TREE PRESERVATION

The Zoning Ordinance has requirements for industrial developments based one (1) tree per 1,000 square feet of building area. Based on the proposed plans, a total of 95 over story trees are required to meet the landscaping standards.

The developer has also provided a tree inventory to verify tree preservation. The Tree Preservation Ordinance allows up to 60% removal before replacement is required. The plan submitted shows grading on all the site and therefore all the significant trees would be removed. Based on the type of species, a total of 236 trees are required to be replanted to satisfy tree preservation requirements.

Combining the two requirements, a total of 331 trees or, the equivalent of, is required for the proposed development. The applicant is proposing a total of 249 trees. The plan is short 82 trees. Either the plan must be modified to meet the requirement, or the remaining plantings must be either planted off site or payment to the tree replacement fund. If no additional trees can be placed on the property, the City Council shall determine the option.

Ordinance requires screening along properties zoned for residential. The plan provides for a number of trees along the north boundary to provide for the required screening.

The landscape plan must be modified to remove any trees within the 30 foot wide area for the future County Trail.

The plan provides for landscaping within the existing outlot with the road easement. If this is to become a public street, then the landscape plan must be modified to remove all trees out of this area.

WETLANDS

A wetland report has been submitted indicating no wetlands exist. Dakota County Soil and Water Conservation District will review the report to verify the findings.

BUILDING EXTERIOR

The proposed exterior building materials would consist of exposed aggregate ribbed precast concrete which would comply with exterior material standards. Any roof-top or ground mounted mechanical equipment must be substantially screened from view.

ENGINEERING

The Engineering Department has reviewed the plans and have prepared a list of issues for the applicant. In general, the plan would meet the concepts of the Northwest Area, but there are a number of details that need to be worked out on the final plans. A standard condition of approval is that the applicant must address the comments in the Engineers memo as part of the final PUD plan set.

UTILITIES

The applicant is proposing to connect to the Eagan system for water and sewer through the existing Joint Powers Agreement. The property is in the Northwest Area and the plan would be to bring sewer to the properties south of Hwy 55 from a main trunk line near Target. With this plan, sewer would not be available for several years. The City Council would have to approve the change to allow this site sewer access from Eagan. The Northwest Area trunk sewer and water costs are charged to a development through plat connection fees and building permit connection fees. Based on what Council decides for sewer service, this will determine what fees would be collected.

LIGHTING

The plan identifies parking lot light on 25 foot high poles. All parking lot and building lighting on site shall be a down cast “shoe-box” style and the bulb shall not visible from property lines. A lighting/Illumination plan must be submitted with the final plans to verify compliance with ordinance standards.

SIGNAGE

Signage has not been reviewed for the project. All signage will need to comply with city codes and policies.

IMPROVEMENT AGREEMENT

The Developer and Owner shall enter into an agreement with the City. The document to layout responsibilities for construction of improvements and storm water system. This is part of the final plan approval.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:
 - Approval of the **Preliminary Plat and Preliminary PUD Development Plan** for a one (1) lot subdivision, and a 95,250 sq. ft. office/warehouse project subject to the following conditions:

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

Preliminary Plat	dated 1/19/18
Preliminary Site Plan	dated 2/14/18
Preliminary Grading and Drainage Plan	dated 12/17/17
Preliminary Utility Plan	dated 12/17/17
Preliminary Landscape Plan	dated 2/12/18
Elevation Plan	dated 2/12/18

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works. The final plan set shall also address all items listed in the memo from the City Engineer dated 1/31/18.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. A 30 foot wide easement shall be dedicated along the western boundary for the future Dakota County Mendota-Lebanon Regional Trail. The final plan set shall also address all comments received from Dakota County in response dated 2/9/18.
5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.
6. Either the outlot shall be dedicated as public right-of-way and a public street be constructed to the north property line, or Council determines the future road extension is not needed and then the road easement should be vacated, and the entrance road be a private road.
7. As part of the final plan submittal, a trip generation report shall be submitted. If Council determines more review is required, a more detailed traffic generation study shall be required analyzing current background traffic and proposed traffic to determine any necessary improvements.
8. As part of the final plan submittal, the landscape plan shall either be modified to provide for all necessary tree reforestation on site, or Council approve the shortage with off-site plantings or cash contribution to the Tree Preservation fund.
9. As part of the final plan submittal, the landscape plan shall be modified to remove proposed plantings out of the 30 foot wide easement for the future county trail.
10. Final plans subject to wetland report review by the Dakota County Soil and Water Conservation District.

11. Any roof top or ground mounted mechanical equipment shall be substantially screened from view.
12. All parking lot and building lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
13. All plans shall be subject to the review and approval of the Fire Marshal.
14. Utility plans subject to Council approving access to the Eagan system via the Joint Powers Agreement. Applicable sewer and water utility fees will be determined at that point.
15. As part of the final plan set, a lighting illumination plan shall be required to verify compliance with maximum illumination standards.
16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of the property shall be responsible for the maintenance of storm water improvements on such lots.

The Agreement shall provide that the storm water improvements shall be maintained by the approved entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of the lot. The easement shall provide that the area must be retained in open space.
15. As determined by City Council and prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
16. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

17. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council

18. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
19. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
20. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.

- B. **Denial:** Should the proposed request or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

Some issues need to be resolved as part of the preliminary approval process.

- Council must determine what to do with the road easement and possible extension and construction of Auburn Path.
- Council must determine if access to utilities to Eagan through the Joint Powers Agreement is acceptable, or if this area is to be served by the future Inver Grove Heights system.

Provided these issues are addressed and provided Council approves the Comp Plan Amendment and Rezoning requests, Staff would recommend approval of the preliminary plans subject to the conditions listed in the report.

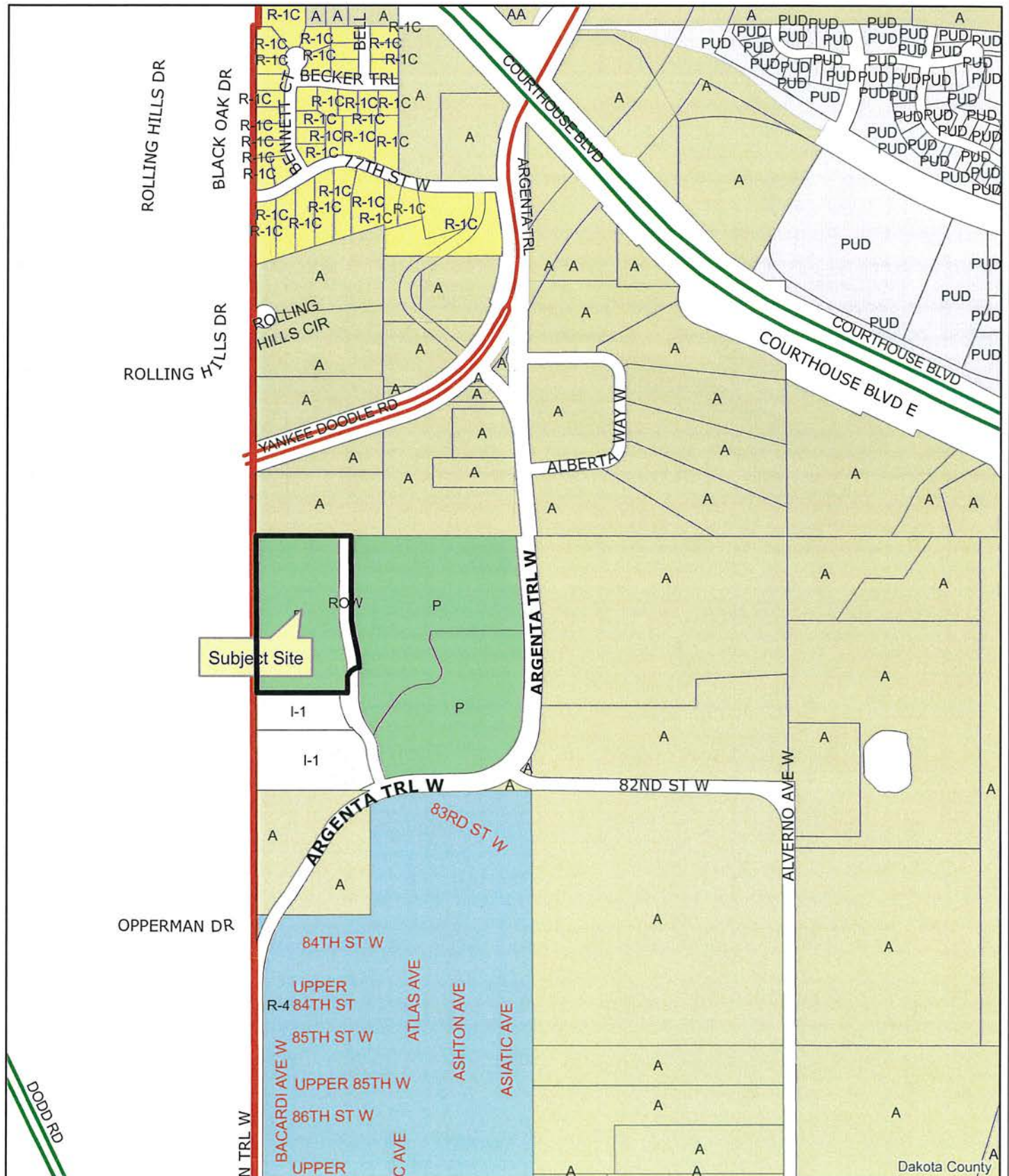
Attachments:

- Location Map
- Applicant Narrative
- Open Space Flexibility Narrative
- Preliminary Plat
- Site Plan
- Grading and Drainage Plan
- Utility Plan
- Landscape Plan
- Exterior Elevations
- Memo from Dakota County dated 2/9/18



Location Map

Case No. 18-09PUD



The proposed project is a state of the art industrial flex facility designed to accommodate single or multiple corporate office, warehouse, and manufacturing real estate requirements.

Project features will include energy efficient and upgraded aggregate designer precast panels, attractive corporate like glass entries, gracious perimeter landscaping, perimeter warehouse daylight windows at 26 ft. for natural light, ESFR sprinklers, and ample parking.

Additionally, the design has all truck access docks facing to the west, with the building shielding the truck court from the neighbors and cemetery property to the east.

The site plan provides for the drainage easement along the north 60 feet of the property, area for the county bike path along the west property line, and the required circulation for fire and safety vehicles around the facility. The project is designed to be sensitive to and comply with city requirements.

Zoning request: Industrial Equities has a portfolio of 3.1 million square feet in the Twin Cities metropolitan area. Within this portfolio of buildings, which are substantially similar to the proposed project, are multiple corporate 500 and strong regional corporate tenants. The mix uses include office, warehouse, distribution, manufacturing, biotech, and high-tech companies. Each of the uses often have a combination of these elements. Industrial Equities anticipates a demand at this project will be very similar, and therefore requests an I-2 zoning to accommodate a broader range of the typical industrial users within our portfolio.

Since the site is not currently serviced with city sewer and water, and subject to the approval of both the cities of Inver Grove Heights and Eagan, utility service will be provided with an easement acquired from the contiguous property owner and the appropriate municipal inter local agreements.

The proposed developer, Industrial Equities is a privately held investment, development, and management firm with long term ownership of over 3 million square feet of newer institutional grade, high quality industrial type project in 15 different metropolitan communities. This project would be incorporated into that portfolio.

In the surrounding area Industrial Equities owns the 120,000 square foot Eagan Distribution Center, developed in 2001, to the immediate west of the proposed project, and the 4 building, 250,000 square foot Flagship Business Center on 494 and Dodd Road, which was developed in 1995.

The proposed Inver Grove Heights Corporate Center is designed with ponds, open areas, and setbacks that limit the site coverage to only 23.6 per cent which fulfills the goals of the Northwest Ordinance and represent a project density that is significantly below similarly situated developments in other municipalities that allow up to 40% multiple value add design elements to attract the most desirable users of these facilities.

Successful industrial high tech flex properties throughout the metropolitan area incorporate multiple value add elements into the projects.

These value add features in the shell design, include attractive entries for corporate appearance, gracious landscaping, natural light in the warehouses, flexible and extensive underground sanitary and overhead water (for medical, lab and high tech requirements), and most importantly, adequate parking for the high tech, medical, or engineering manufacturing companies as they are people intensive and typically lead the market in employee compensation.

Without the ability to provide this parking for these users, the prospective tenant types are clearly more distribution and warehousing which provide fewer employees and lower wages. Industrial Equities' sense is that this location, within your community, with its current and growing amenities, and its educated population base, close proximity to the airport, and with a gateway to the Mayo location will attract now and in the future companies like this and therefore the project parking is an appropriate element.

The proposed site plan provides for 184 parking spaces. Because this is a speculative project exact certainty as to the type of tenants both today and in the future is unknown, but our portfolio mix with over 50 building, and the nature of this location provides reasonable insight in to the probable use mix.

Based on a plausible leasing and use projection of 20% office, (19,050 sq. ft.) and 30% manufacturing, assembly, production, (28,575sq. ft.) and 50 warehouses, (47,625 sq. ft.) the total required parking as per city code would be 271 parking spaces. Inver Grove Heights Northwest Section Overlay District allows for 75% of the parking requirements before remediation or a requirement 203 stalls. Our site plan calls for 184 with the required 6 ADA spaces and is therefore in compliance with the Districts requirements and goals of minimizing impervious surfaces.

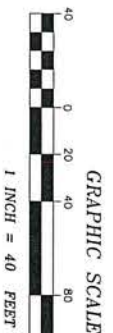
The proposed Inver Grove Heights Corporate Center has a site coverage of only 23.6 which represents a very low coverage ratio for any industrial project within the metropolitan area.

Industrial projects universally require site grading to provide a flat and fixed continual warehouse floor elevation, a truck court graded to four feet below the warehouse floors, the drive transition to the site and from the front to the back of the building, installation of sewer and water, and ponding to hold on site storm water for treatment.

The sum total of all of the given industrial project engineering and site grading requirements is that the overall impact on the site to have a functional project that is serviced with utilities and complies with city storm water requirements unavoidable higher, requiring flexibility in area of disturbance but upon completion delivering all landscaping area, ponding, trail ways, and drainage areas as required.

PRELIMINARY PLAT

of INDUSTRIAL EQUITIES ADDITION
for INDUSTRIAL EQUITIES GROUP, LLC
321 First Avenue North, Minneapolis, MN 55401
Tel: (612) 279-2622



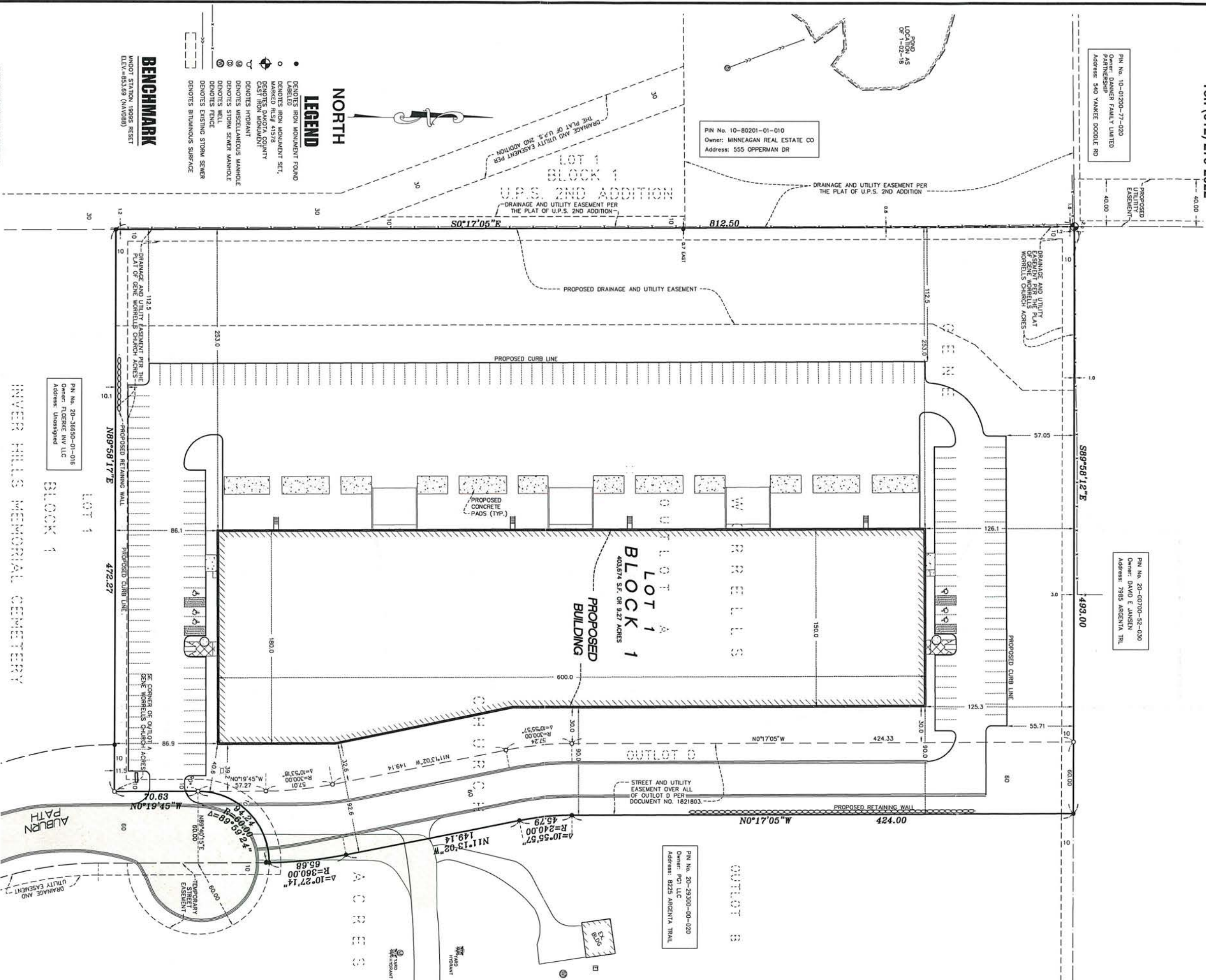
E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 1110
Lino Lakes, MN 55014
Tel: (651) 361-8200 Fax: (651) 361-8701

PIN No. 10-01200-77-020
Owner: DANNER FAMILY LIMITED
PARTNERSHIP
Address: 540 YANKEE DOODLE RD

PIN No. 20-00700-52-030
Owner: DAVID E JANSEN
Address: 7985 ARGENTIA TRL

PIN No. 10-80201-01-010
Owner: MINNEAGAN REAL ESTATE CO
Address: 555 OPPERMAN DR

PIN No. 20-29300-00-020
Owner: PCI LLC
Address: 8225 ARGENTIA TRAIL



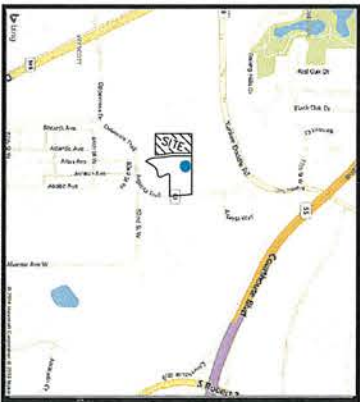
LEGEND

- DENOTES IRON MONUMENT FOUND
- Labeled
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES HYDRANT
- DENOTES MISCELLANEOUS MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES WELL
- DENOTES FENCE
- DENOTES EXISTING STORM SEWER
- DENOTES BITUMINOUS SURFACE

BENCHMARK

MINOT STATION 1995 RESET
ELEV. 453.69 (NAVD83)

VICINITY MAP



DESCRIPTION

Outlot A and Outlot D, GENE WORRELLS CHURCH ACRES, Dakota County, Minnesota.

AREA COMPUTATIONS

Total Site Area: 9.27 acres
Proposed Lot: 1

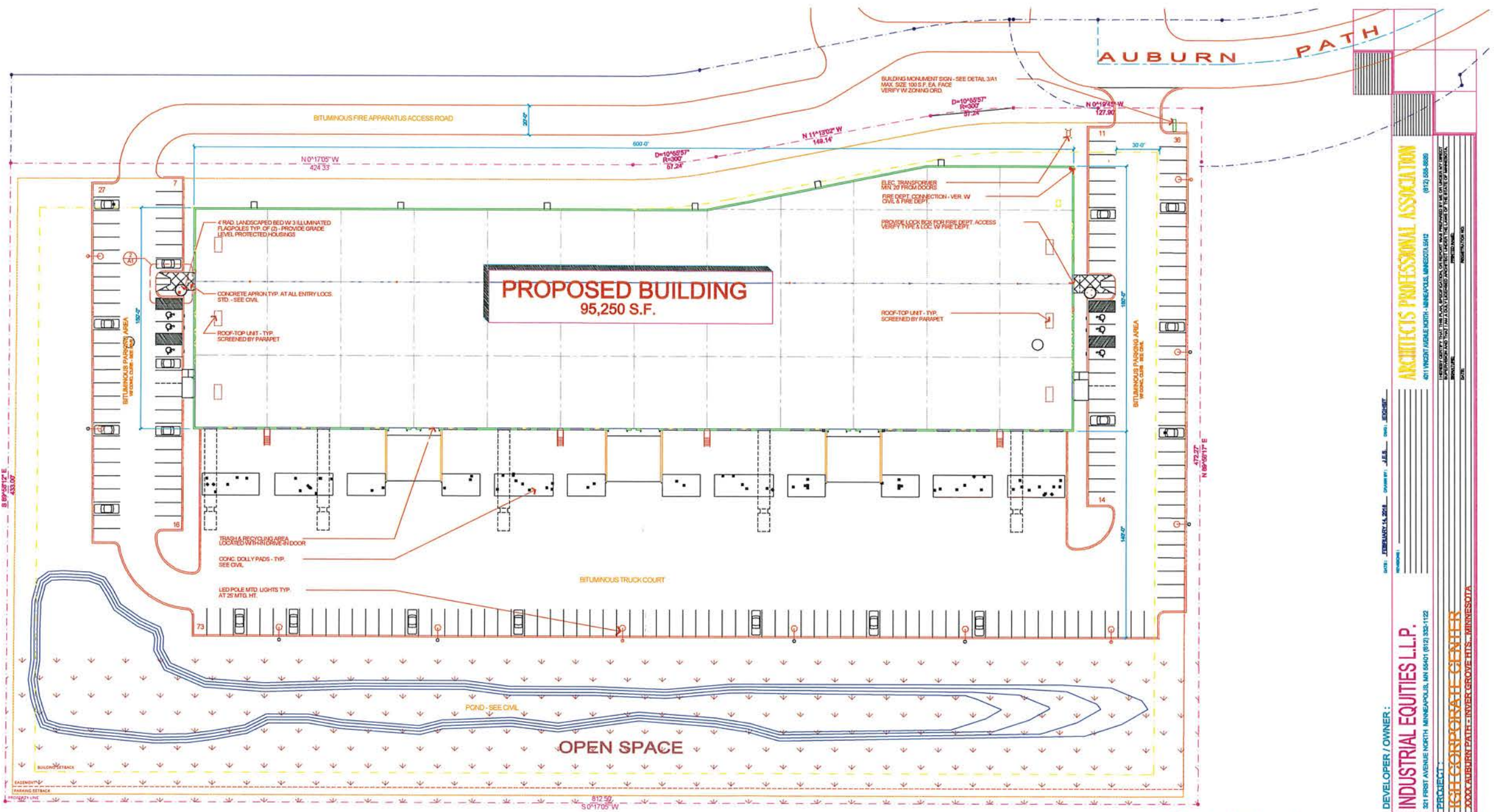
ZONING AND SETBACKS

Current Zoning is P - Public Institution
Proposed Zoning is I-2 - General Industrial District
Building Setbacks: Front = 40 Feet
Side = 30 Feet
Rear = 30 Feet

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 01/18/18.
- Boundaries shown are on Dakota County Coordinate System.
- Curve shots are taken at the top and back of curve.
- Survey conducted by E.G. Rud and Sons, Inc. 52882, prepared by Commercial Partners Title, LLC, as issuing agents for Old Republic National Title Insurance Company, dated May 1st, 2017.
- Due to field work being completed during the winter season there may be some variations in the survey data and the conditions characteristic of Minnesota winters.
- Fee ownership is vested in Zen Pentecostal Assembly, a Minnesota corporation.
- Parcel ID Numbers: 20-29300-00-010 Outlot A
20-29300-00-040 Outlot D
- Boundary area of the surveyed premises: 403,674 sq. ft. (9.27 acres).
- According to the City of Lino Lakes website, The surveyed premises are located within the City of Lino Lakes.
- Contours for the surveyed premises were field shot. Surrounding contours were taken from MNGED Lino Lakes Topography.
- 1-2018 State Plan information provided by Howe Engineering, Inc. on 01/18/18.
- See Certificate of Survey for existing conditions.

DRAWN BY: JEN	JOB NO: 17991BT	DATE: 01/19/18
CHECK BY: JER	SCANNED	
1		
2		
3		
NO	DATE	DESCRIPTION
		BY



1 SITE PLAN
A-1 SCALE: 1" = 30'

PROJECT DATA :			
OWNER:	ARCHITECT:	BUILDING CODES:	IMPERVIOUS AREA:
INDUSTRIAL EQUITIES LLP 321 FIRST AVENUE NORTH MINNEAPOLIS, MINNESOTA 55401 (612) 332-0332	ARCHITECTS PROFESSIONAL ASSOCIATION 4011 VINCENT AVENUE NORTH MINNEAPOLIS, MINNESOTA 55412 (612) 586-8089	2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	217,725 S.F. 60.2% OF LOT 1
CIVIL ENGINEER:	STRUCTURAL ENGINEER:	SITE AREA:	ZONE:
PLOW ENGINEERING, INC. 6776 LAKE DRIVE - SUITE 110 LINO LAKE, MINNESOTA 55014 (651) 361-8210	INNOVATIVE STRUCTURAL SOLUTIONS 5279 HYLER AVENUE NE MAPLE GROVE, MINNESOTA 55369 (763) 425-6960	403,676 S.F. (9.3 ACRES.)	NORTHWEST SECTION OVERLAY DISTRICT
LANDSCAPE ARCHITECT:	CALYX DESIGN GROUP, LLC 1503 BERKELEY AVENUE ST. PAUL, MINNESOTA 55105 (651) 334-5489	BUILDING AREA:	OPEN SPACE DATA:
2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	OFFICE 20% (19,050/200) = 96 MFR/TECH 30% (28,575/250 + 1800) = 151 WHSE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (79% = 203)	SITE COVERAGE:	OCCUPANCY:
2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	OFFICE 20% (19,050/200) = 96 MFR/TECH 30% (28,575/250 + 1800) = 151 WHSE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (79% = 203)	PARKING REQUIRED:	CONSTRUCTION TYPE:
2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	OFFICE 20% (19,050/200) = 96 MFR/TECH 30% (28,575/250 + 1800) = 151 WHSE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (79% = 203)	PARKING PROVIDED:	CLEAR STORAGE HEIGHT:
2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	OFFICE 20% (19,050/200) = 96 MFR/TECH 30% (28,575/250 + 1800) = 151 WHSE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (79% = 203)	184 SPACES @ 9' x 18' INCL. 6 ADA SPACES	ALLOWABLE BUILDING AREA:
2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE	OFFICE 20% (19,050/200) = 96 MFR/TECH 30% (28,575/250 + 1800) = 151 WHSE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (79% = 203)	UNLIMITED PER IBC SEC. 507	UNLIMITED PER IBC SEC. 507

DRAWING INDEX :	
A-1	SITE PLAN & PROJECT DATA
A-2	FLOOR PLAN
A-3	ELEVATIONS

DEVELOPER / OWNER :
INDUSTRIAL EQUITIES LLP.
321 FIRST AVENUE NORTH MINNEAPOLIS, MN 55401 (612) 332-1122

ARCHITECTS PROFESSIONAL ASSOCIATION
4011 VINCENT AVENUE NORTH - MINNEAPOLIS, MINNESOTA 55412 (612) 586-8089

PROJECT :
IGH CORPORATE CENTER
3000 AUBURN PATH - INVER GROVE HTS., MINNESOTA

SITE PLAN AND DATA
A-1
1 OF 3



Know what's below.
Call before you dig.

NOTE:
T = TOP OF WALL
B = GROUND ELEV AT
BOTTOM OF WALL

PROVIDE INLET SEDIMENT CONTROL FOR ALL STORM SEWER
INLETS WITHIN 24 HOURS OF STRUCTURE INSTALLATION.
PROVIDE ALSO FOR EXISTING STORM SEWER INLETS THAT
WILL RECEIVE RUN-OFF DURING SITE CONSTRUCTION.
LEAVE IN-PLACE UNTIL SITE HAS BEEN STABILIZED.
(TYP)

DRAWN BY: C.M.
CHKD BY: C.W.P.
C.W.P. 17-1692

ORIGINAL DATE:
NOVEMBER 3, 2017

DATE	REVISION DESCRIPTION

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.

CHARLES W. PLOWE
DATE: 12.29.2017 LIC. NO. 18227

INDUSTRIAL EQUITIES
INVER GROVE HEIGHTS, MN
GRADING, DRAINAGE & EROSION
CONTROL PLAN

PREPARED FOR:
INDUSTRIAL EQUITIES



SITE PLANNING
& ENGINEERING

PLOWE
ENGINEERING, INC.

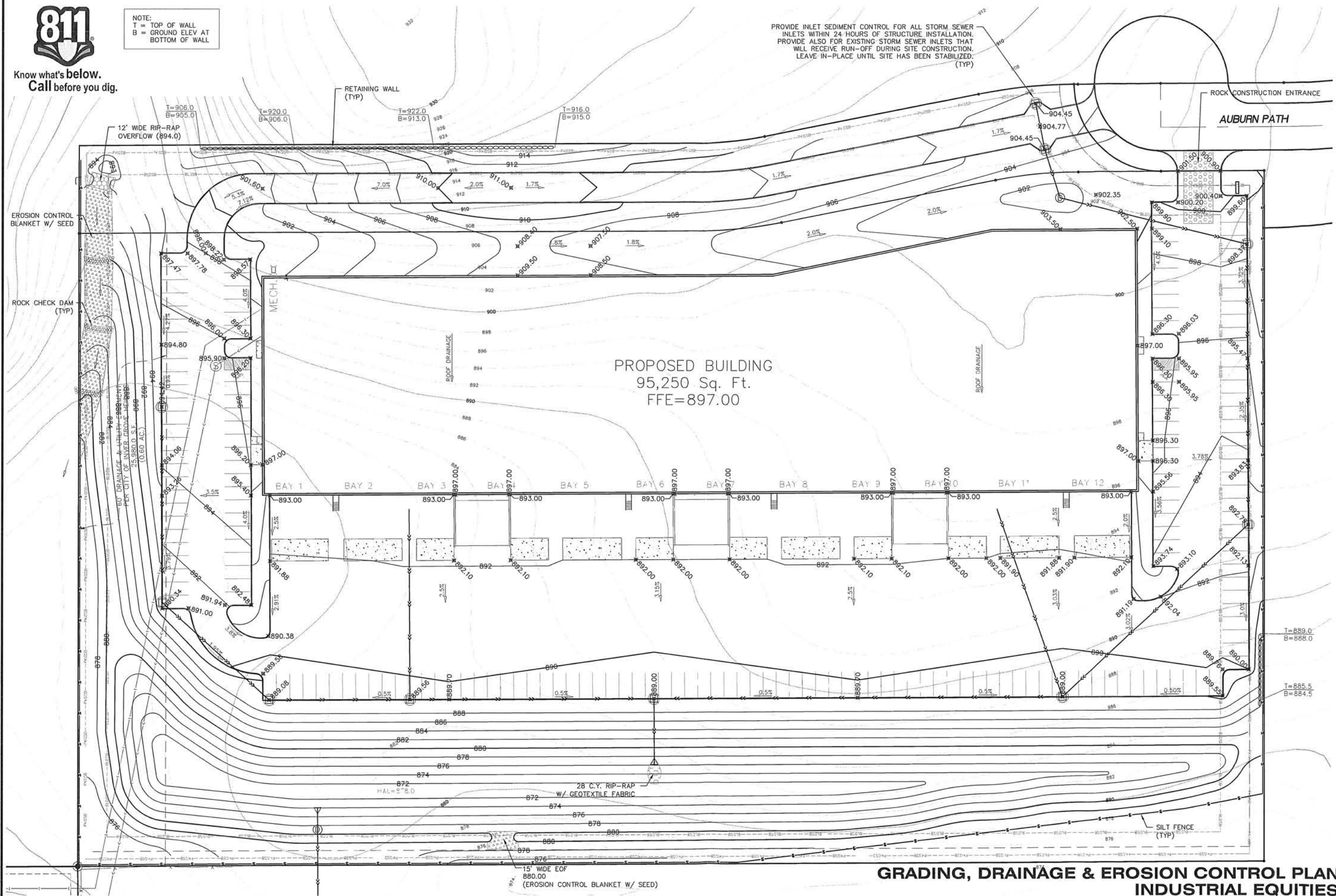
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

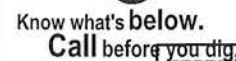
NORTH



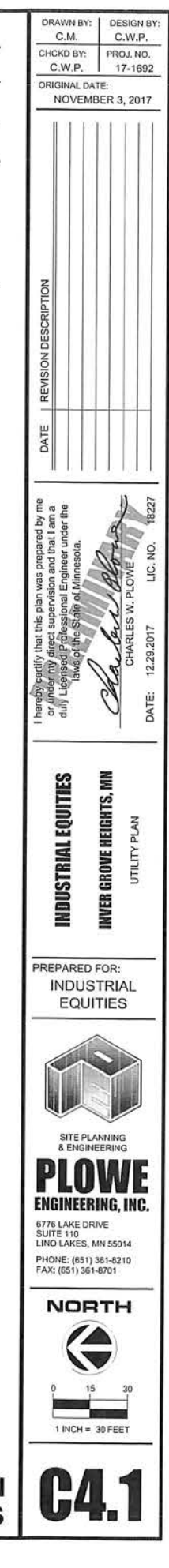
0 15 30
1 INCH = 30 FEET

C3





Know what's **below**.
Call before you dig.

[illegible]

General Notes:

- 1. Refer to Sheet L2 for Plant Schedule, Details, Notes, Seeding Mix, and Other Landscape Requirements.
- 2. See Civil Engineer's plans for site plan layout and dimensions.
- 3. Contractor to coordinate all work in the city right-of-way with City of Inver Grove Heights Public Works Department.
- 4. See Architect's plans for additional requirements regarding the site plan layout.

- 5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
- 6. Refer to Sheet L0 for Tree Mitigation (Re-Forestry) Plan.
- 7. Refer to Sheet L1 for New Development Landscape Plan.

Site Landscape Data:

Number of Original Trees On-Site: 99
Number of New Trees Proposed: 249
Tree Cover Net Density Increase: 250%

Landscape Symbols Legend:

- 37 Proposed Deciduous Overstory Trees
- 32 Proposed Ornamental Trees
- 26 Proposed Proposed Coniferous Trees
- 52 Proposed Mitigation Deciduous Overstory Trees
- 72 Proposed Mitigation Coniferous Overstory Trees
- 30 Proposed Mitigation Deciduous Understory Trees

DRAWN BY:
M.F.

CHKD BY:
B.H.

DESIGN BY:
B.H.

PROJ. NO.
18-108

ORIGINAL DATE:
JANUARY 10, 2018

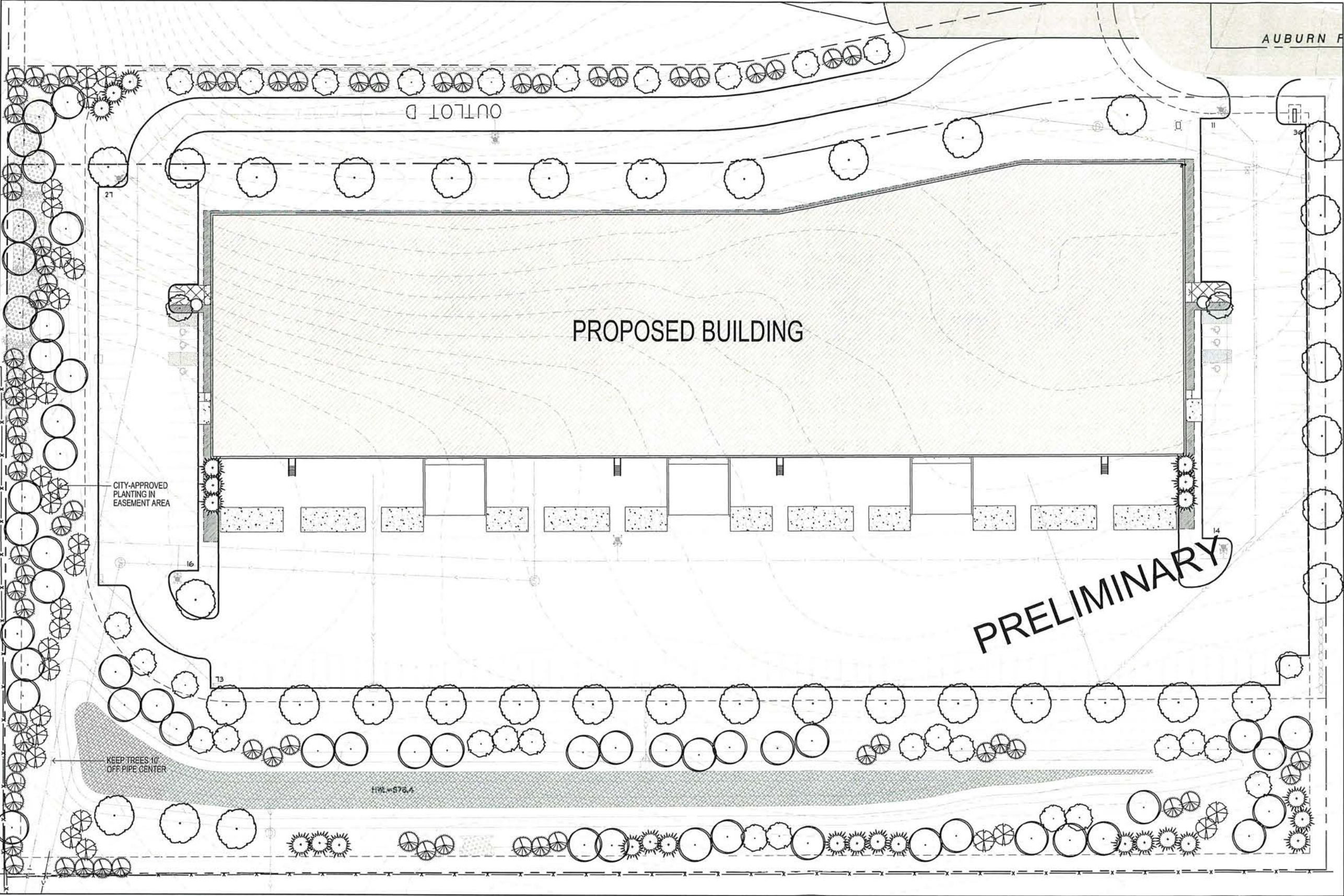
DATE	REVISION DESCRIPTION
2/12/2018	CITY RE-SUBMITTAL

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of MINNESOTA.

BENJAMIN D. HARTBERG, PLA

LIC. NO.

DATE:



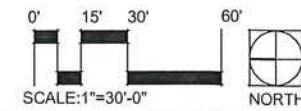
OVERALL TREE PLANTING PLAN:

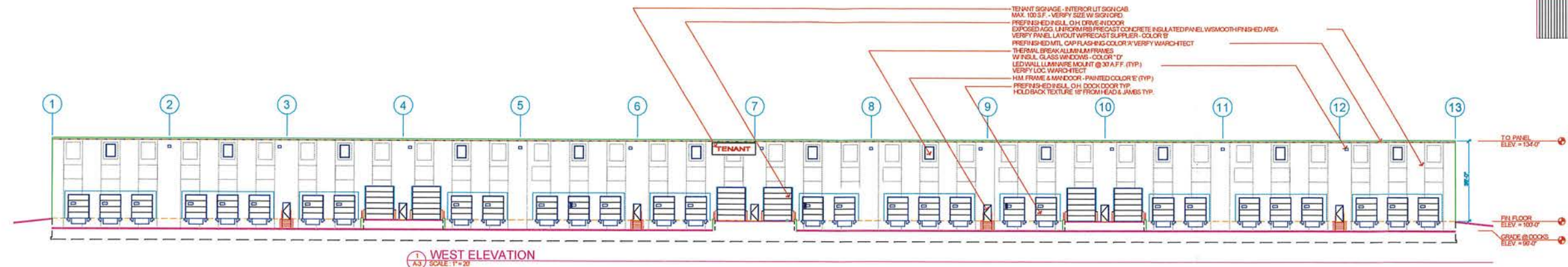
INDUSTRIAL EQUITIES
OFFICE / WAREHOUSE
INVER GROVE HEIGHTS, MN
OVERALL TREE PLANTING PLAN

PREPARED FOR:
INDUSTRIAL
EQUITIES

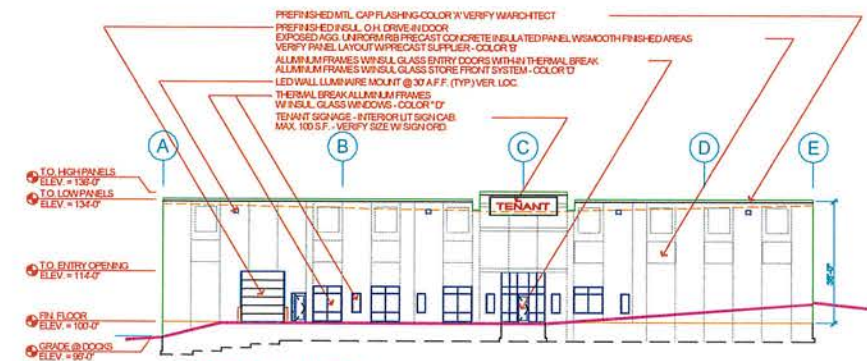
SITE PLANNING
& ENGINEERING
PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

cdg
CALYX DESIGN GROUP
Landscape Architecture
Sustainable Design
Planning
370 Selby Avenue
Dorset Building, Suite 201
Saint Paul, MN 55102
Telephone: 651.788.3015
Internet: www.calyxdesigngroup.com

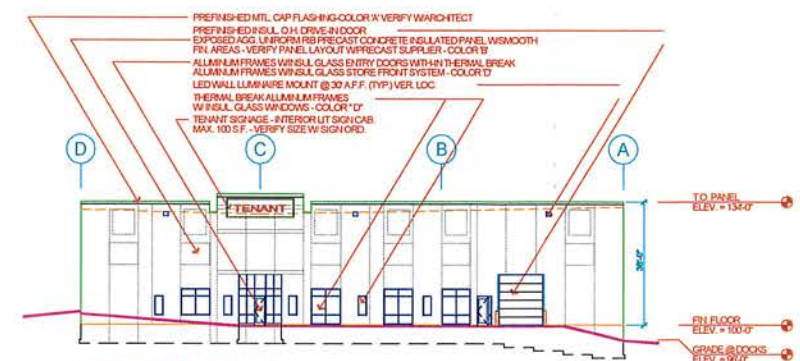




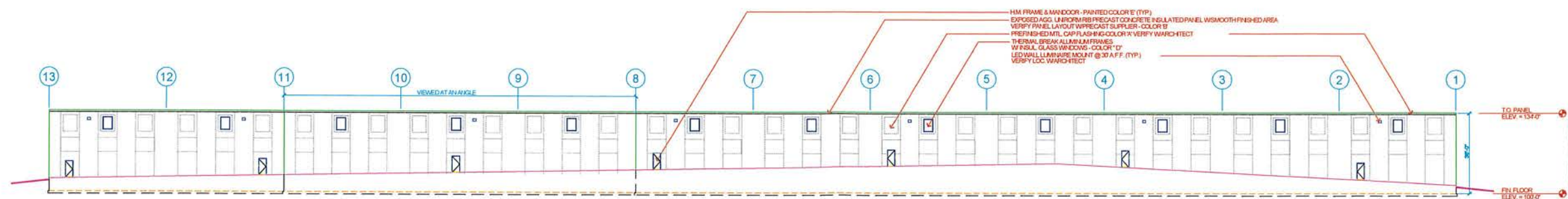
1 WEST ELEVATION
SCALE: 1" = 20'



2 SOUTH ELEVATION
SCALE: 1" = 20'



3 NORTH ELEVATION
SCALE: 1" = 20'



4 EAST ELEVATION
SCALE: 1" = 20'

ARCHITECT'S PROFESSIONAL ASSOCIATION
4011 WACHT AVENUE NORTH - MINNEAPOLIS, MINNESOTA 55412
(612) 555-0000
FAX: (612) 555-0001
WWW.APA-MN.COM
DATE: _____ DRAWN BY: _____ CHECKED BY: _____
REVISIONS: _____
DEVELOPER / OWNER: _____
PROJECT: _____
SHEET NO. _____ OF _____

Industrial Equities - Comp Plan Amendment

X I acknowledge receipt of the above cited comprehensive plan notification for the Industrial Equities comp plan amendment and waive further review/comment on the amendment.

X I offer the following comments regarding the comprehensive plan notification for the Industrial Equities comp plan amendment.

In 2013 the Dakota County Board of Commissioners adopted the Mendota to Lebanon Hills Regional Greenway Master Plan. The plan establishes the alignment for the 8.5 mile greenway/trail connecting through Mendota Heights, Inver Grove Heights and Eagan. The master plan was developed in coordination with our partner communities, the City of Inver Grove Heights passed a resolution supporting the greenway master plan. Dakota County is the responsible agency for the implementation of the Mendota to Lebanon Hills Regional Greenway.

The proposed Industrial Equities development application and corresponding comprehensive plan change request provides the opportunity to integrate the Mendota to Lebanon Hills Greenway as part of the development process. Based on the preliminary site plan, Dakota County is requesting a 30 ft. trail & utility easement along the western property line that allows for construction of a future regional trail. Dakota County is also requesting that the developer include a 14ft trail bench in the final grading plan to ensure that the trail works in conjunction with the overall site plan, specifically the storm water ponding and infiltration. If needed the benched area/future trail could also serve as access for ponding maintenance.

Link to the Mendota to Lebanon Hills Greenway Master Plan

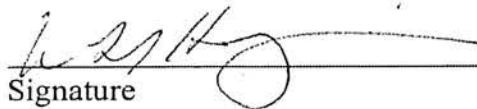
<https://www.co.dakota.mn.us/parks/Planning/Greenways/Documents/MendotaLebanonHillsGreenwayMasterPlan.pdf>

Dakota County

Organization

W. Taud Hoopingarner

Name



Signature

Operations Management Director

Title

02/9/2018

Date

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – PARK AND RIDE FACILITIES - CASE NO: 18-04ZA

Meeting Date: March 26, 2018
Item Type: Regular Session
Contact:  Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

PURPOSE/ACTION REQUESTED

Consider the Third Reading of an Ordinance to add park-and-ride facilities to the list of Interim Uses

- Requires 3/5th's vote.

SUMMARY

The City Council approved the second reading of the ordinance amendment on March 12th with no further changes.

Based on additional discussion with staff and the City Attorney, the example of *joint parking agreements with an off-site business*, has been removed from the definition to avoid confusion with the joint parking section of the City Code (10-15A-3.D). The example of *park-and-ride services set up by private companies*, would include a business who needs additional parking for their staff and contracts with an off-site property to park and transport employees, via shuttle, to their business.

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). A 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.

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 third reading of the ordinance amendment 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, and remote airport parking (park-and-fly). A 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