

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, April 23, 2018

8150 BARBARA AVENUE

6:15 P.M.

1. EXECUTIVE SESSION

A. 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. Hay – No address – 20-36500-31-050
- iii. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070
- iv. Kramer – 4301 64th St 20-36550-31-070

B. CALL TO ORDER

C. ROLL CALL

D. PRESENTATIONS

E. 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 April 2, 2018 Work Session Meeting Minutes
- ii. Minutes of April 9, 2018 City Council Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending April 17, 2018
- C. Consider Pay Request No 5 (Final) – Bid Package 2 – East Rink Floor Project – City Project 2017-05
- D. Consider Approval of Purchase Agreement for Real Property Located at 4301 64th St E PID 20-36500-31-070
- E. Resolution Ratifying Acceptance of a Proposal from Wendel for Environmental Services to Perform a Wetland Delineation Relating to the Fire Station No. 2 Project Approval
- F. Consider Pay Voucher No. 7 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- G. Approve Drainage and Utility Easement Agreement for 7535 Cloman Way
- H. Consider Resolution Approving of an Agency Adjustment Agreement (No. 1030893) with MnDOT for City Utilities in the Right-of-Way of I-494 for MnDOT Project S.P. 1985-149 (TH 149 from Hardman Avenue to Blaine Avenue)
- I. Consider Resolution Approving Agreements with Inver Hills Community College (IHCC) for City Project No. 2015-09D – Broderick Boulevard Reconstruction

- J. Authorization for the Use of Eminent Domain Process to Acquire Property for the Construction of Heritage Village Park.
 - K. Personnel Actions
 - L. Resolution Accepting Quotes and Awarding Contracts for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)
6. **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
7. **PUBLIC HEARING:**
- A. Assessment Hearing for 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
8. **REGULAR AGENDA:**

I. COMMUNITY DEVELOPMENT:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider the following actions for proposed Fire Station No. 2 located at 9250 Courthouse Boulevard:
- a) A Resolution relating to a Comprehensive Plan Amendment to Change the Land Use Designation of Parcel A from RC, Regional Commercial to Public/Institutional and to modify the MUSA boundary.
 - b) An Ordinance to Rezone Parcel A from B-3, General Business to P, Institutional.
 - c) A Resolution relating to a Major Site Plan Approval for a 36,000 square foot fire station.
 - d) A Resolution relating to a Variance from building and parking lot setbacks.

II. ADMINISTRATION:

- B. **CITY OF INVER GROVE HEIGHTS;** Consider Authorization to begin the Hiring Process for the Communications Manager and Communications Specialist positions

9. **MAYOR & COUNCIL COMMENTS:**

10. **EXECUTIVE SESSION:**

- A. Consider Strategy for Labor Negotiations Pursuant to MN 13D.03

11. **ADJOURN:**

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, APRIL 2, 2018, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in work session on Monday, April 4, 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, Director of Community Development, Tom Link, City Clerk Michelle Tesser, and Police Chief Paul Schnell.

1) Presentation on Active Adult Programming Partnership with ISD 199

Tracy Petersen, Recreation Superintendent introduced the item. A five-year agreement was entered into with ISD 199 in 2017 for 55 Plus Adult Services/Programs. Jessica Anderson, Recreation Coordinator, coordinates active adult programming for 25 hours a week, 15 hours per week for recreation/community center programs. Her salary is shared between the City and School District. There are quarterly meetings with School District personnel and city staff to provide updates/goals of programs and services being provided.

The three to five-year strategic plan and goals are:

- 1) Engage a wider audience of adults – broaden participation in active adult programs and services.
- 2) Expand programs, services and facilities. Provide a comprehensive scope of services to meet the needs of the wide age-span demographics (55-90) and ensure facilities meet the needs of the demographic.
- 3) Increase program awareness through improved marketing – written publications from the City, School District, and other agencies, social media, digital (email blasts, etc.), connect with other adult service providers.
- 4) Strengthen partnership with community and regional agencies such as partnering with adult and senior provider agencies to support/increase opportunities and services. They will have information on trends, resources and up-to-date information on demographics.
- 5) Create opportunities for self-supporting programs and revenue streams through grants, sponsorships for events, speakers, collaborative programs/shared expenses with similar minded agencies.
- 6) Promote independent aging and active lifestyles throughout the community by providing and supporting programs initiatives that promote active living and independent living. Also, for providing and supporting resources that enhance mobility to access the programs and services.
- 7) Input, Engagement & Evaluation – get community engagement to broaden the base of users. Get their opinions. Form advisory group(s), and volunteer initiatives by working with the City Volunteer Coordinator for recruiting volunteers for programs. Have an evaluation of programs, events and services.

- 8) Support of senior club - There is an existing senior club and the city should provide support to the club's programs and facilities needs. Help grow their membership base and partner with the club on any programming or events needs to keep them active and living independently.

Ms. Petersen stated that Jessica Anderson, Recreation Coordinator, has worked here the last year and has been a great asset. We are getting great feedback on the work that has been done this last year and believe we are on the right track.

Ms. Anderson stated the city has a very active in engaging groups of seniors. They have shared their ideas for possible programs. They would like venues where their voices can be heard. Speakers are being set up to give talks on pertinent issues. Some of the interests for programs are arts, culture, music and fitness.

Mayor Tourville asked for her thoughts on how the adult programming was coming along. Ms. Anderson said it was going well but more work needs to be done to get the community up to speed. The age range is from 55 to 105 and they have ideas for programs and services.

Councilmember Hark asked what has been the best way to reach seniors. Ms. Anderson said it depends. Social media is a good way, emails, a quarterly newsletter is sent out and word of mouth.

Mayor Tourville said an annual survey may be a good idea to pass on to the Council. He has heard good comments about what is being done.

Councilmember Hark said he has heard good comments and wanted to know if there were any issues that weren't anticipated. Ms. Anderson said there is a dichotomy with the seniors between those that want different activities and then those that enjoy playing cards. But programs are offered to satisfy both groups.

2) Consider Approval of Resolution to Support Local Decision – Making Authority Resolution 18-63

Michelle Tesser, City Clerk, introduced the item. There is before the Council a resolution to support local decision-making authority. There are more than 40+ bills that were introduced at the 2017 state legislation that threatens local authority. The League of MN Cities is encouraging cities to support the resolution. 100+ cities have passed the resolution and the list of cities is attached to the memo. Approval is being sought tonight because of the timeliness of the resolution.

Mayor Tourville reported that very few of the bills got passed but some of them are in hearings now. Some of the bills being introduced are not being funded by the state government but being passed onto local government for funding. He thought the resolution should be passed.

Councilmember Piekarski Krech said it sounds like the legislature wants to have control but do not want to pay for it.

Councilmember Hark said he likes the way the resolution was worded. Some of the bills proposed the last session include plastic bags and how we can budget. He likes the idea of local control. We have is a good council and staff, and we need the ability to make local decisions.

Motion by Hark second by Perry to Approve Resolution 18-63 A Resolution Supporting Local Decision-Making Authority

Ayes: 5

Nays: 0 Motion carried.

3) Railroad Quiet Zone

Tom Link, Director of Community Development, introduced the item stating this item was presented as a draft report before the Council in December. Council directed the item come back with specific ideas and funding possibilities. Being presented tonight is the final report with phased implementation. For funding, they looked at the Dakota County Environmental Grant or the DEED Host Community Grant. Both grants were spoken for in 2018 but could be applied in 2019 or 2020 for possible funding.

Chris Ryan, SRF Consultant Group, said the crossings studied included all the Union Pacific crossings along the east side of the city that include 65th Street, 66th Street, Upper 71st Street, a private crossing, 105th Street, and a Progress Rail crossing at Azalea Way.

To create a quiet zone the crossing would need minimum active warning devices – gates, flashing lights and constant warning times detectors. All the public crossings are equipped with gates and flashing lights. The 105th Street crossing is not equipped with the constant warning time detectors (CWT). To upgrade the 105th crossing to a quiet zone it would cost about \$250,000.00.

Once these minimum requirements are met for a quiet zone, it would be needed to implement safety improvements that would bring down the risk in the corridor to acceptable levels. There are two thresholds that are allowable, one is the risk index with horns (RIWH) and if you add safety improvements bringing it below current levels, then the quiet zone is good for life. The improvements that are put in place need to stay permanently in place. There would be an annual reassessment to reflect existing risk trends. If the assessment risk does not work, the city would have six months to come up with an implementation plan and three years to implement the plan.

An Improvement Scenario Summary table was shown in the presentation that included 105th Street and excluded 105th Street from the quiet zone.

Scenario 1 - improvements for every crossing in the study and the estimated cost would be \$795,000.00.

Scenario 2a - improvements at the Concord Street crossings only (65th Street, 66th Street, and Upper 71st Street - excluded 105th Street) approximate cost would be \$335,000.00

Scenario 2b – would include scenario 2a plus 105th Street and the approximate cost would be \$585,000.00 (includes \$250,000 for constant warning time detectors)

Scenario 3 – 65th Street and 66th Street crossings only with limited improvements and the approximate cost would be \$90,000 – 105th Street could not be included in this scenario

Scenarios one through three are for getting below the risk index with the train horns level, improving safety and the quiet zone would be valid indefinitely.

Scenario 4a and 4b would be to get at the national average threshold.

Scenario 4a would be with no additional improvements and 105th Street would be excluded and there would be no additional costs.

Scenario 4b would include 105th Street crossing improvements and would cost approximately \$250,000.00.

The quiet zone implementation steps are:

- 1) Diagnostic meeting (already held)
- 2) Determine necessary crossing improvements – where we are now
- 3) Notice of intent – submitted to the FRA, UP, Progressive Rail, MnDOT and other stakeholders
- 4) CWT waiver request (optional) – would need to be done if the 105th Street crossing is considered – SRF would prepare the documents
- 5) Application required if ASMs are used – If scenarios one through three were chosen an application would be required to be submitted
- 6) Install crossing improvements
- 7) Notice of establishment

An implementation path table was shown which showed the required documents based on the scenarios. Scenario 4a would be the quickest way for implementation of quiet zones.

The key decision points are: include or exclude 105th Street crossing – if included, CWT waiver possible, but unlikely and the signal upgrade would cost approximately \$250,000 with very few funding opportunities. Decide the NSRT or RIWH threshold. The NSRT (scenario 4 – quicker implementation but additional improvements may be needed later), the RIWH (scenarios 1-3) would be more expensive but the quiet zone qualifies forever.

Councilmember Piekarski Krech asked what would make the risk calculations change? Mr. Ryan responded roadway and train volumes, future development, and crashes in the past five years. If there is a crash, the risk index would possibly triple. These indicators have been considered in the report. The 66th Street crossing has the highest crash risk with the highest risk index. This crossing has the most volume for trains and cars.

Mayor Tourville asked if the railroad would pay for part of the improvements? Mr. Ryan responded the railroads are typically against quiet zones and don't help with funding improvements.

Marilyn Weis, 2846 104th Court East, stated that money has been spent on other properties but nothing has been done to the 105th crossing and we are here to ask that something does happen to our neighborhood. The train noise is terrible and played a recording of the train noise from her phone that can be heard from inside her home at night. There has been money spent on improvements at other crossings.

Michael Janssen, 2785 104th Court East, stated the train horn that was played is heard several times a night. This was not an issue until the spur was put in about two years ago. He asked if there is a minimum requirement for horn blowing.

Councilmember Piekarski Krech said that residents had complained about train horn noise and the noise actually got worse.

Councilmember Hark asked if there was a minimum horn requirement. Mr. Ryan responded there are minimum requirements. He stated he believes it is 95 to 110 decibels in a pattern of two short bursts, a long burst, then a short burst. They are given a leeway in sounding as they see fit.

Mr. Janssen said this is a quiet dirt road, minimum requirements should be followed, and they should not be allowed to "lay" on the horn.

Lisa Brown, 10450 Brent Avenue, said she lives closer to the track than Ms. Weis and the train noise is a quality of life issue. She hopes the city cares about the residents and their concerns.

Brenda Sabistina, 10380 Brent Avenue East, stated she lives close to the railroad and appreciates the council adding 105th Street crossing for consideration. She wonders why the CWT waiver was not sent in sooner to at least try. The noise is horrible.

Councilmember Piekarski Krech asked about the cost of a CWT waiver. Mr. Ryan responded it is about \$1,500. Mayor Tourville asked if there was a reason why it would not be done?

Councilmember Piekarski Krech stated why waste the money if it gets denied is Azalea Way not included in the scenarios. Mr. Ryan responded that it's considered to be its own separate quiet zone and has issues like the 105th Street crossing in that it does not have CWTs and signals would need to be installed. The train volumes are lower at Azalea Way and only go through at the lunch time hour (timing of train and they go slower), and noise has not been that big of an issue. Mayor Tourville said it is a different route. Mr. Ryan suggested submitting the CWT waiver. Mayor Tourville asked if submitting the waiver would create communication with the railroad. Mr. Ryan said it does.

Councilmember Hark asked about the success of the waiver being granted. Mr. Ryan said he has submitted three waivers in the past with one being on a mainline crossing and they were supportive of that waiver. Given they are not supportive of our initial preliminary question asking, the odds are about 20% to 30% in it being approved, he believes.

Councilmember Hark asked what is the time frame for the request? Mr. Ryan said review of the waiver would take about three to six months he estimated. Councilmember Piekarski Krech asked how long the process would take without applying for the waiver? Mr. Ryan said scenario 4b would take coordination with the railroad (controls the cost and scheduling of the improvements) and estimates it would take nine to 12 months for design and implementation. The notice of intent would be for 60 days. If approved with the waiver it would be up to six months with eight months to implementation.

Mayor Tourville stated that the 105th Street crossing cost is \$585,000.00. He stated he was unsure if the railroad could increase the cost. He asked if there was a chance to sit down with the railroad to work out the payment and scheduling of the improvements. Mr. Ryan state that the railroads typically like the payment up front.

The different scenarios were discussed along with dealing with the railroads. Joe Lynch, City Administrator, recapped scenario 4b, he stated that the \$250,000 is just for the capital costs of

improvements at the 105th Street crossing. Mr. Ryan said that is correct. Mr. Lynch asked if the city would be able to declare just that area or the entire city a quiet zone. Mr. Ryan responded there is a minimum space requirement (a quarter of a mile) between crossings all four could be an independent quiet zone and you could not break it up into smaller quiet zones because they are so close. Mr. Lynch asked if making no improvements on Concord the city would not be able to consider this a quiet zone without making those improvements. Mr. Ryan said if I understand the question correctly, on Concord it could be its own (like scenario 4a) without improvements, 105th could be its own quiet zone if the signal upgrades are made, or if the CWT waiver is approved. Mr. Lynch said the waiver is not likely to get approved. Mr. Ryan believes that is correct. Scenario 2b includes all the improvements at 105th Street, plus necessary improvements along Concord to get both areas as a quiet zone. Mr. Ryan said yes it could be as one single quiet zone. Mr. Lynch said that would be the recommendation that should be pursued. Mr. Lynch asked at the earliest - six months would be before there was some determination by the RFA either on an exemption or a determination of our application. then earliest this would be able to start is 2019. Mr. Ryan said scenario 4b includes all the crossings from 65th to 105th as one single quiet zone. If we did proceed with a waiver, say six months for review, concurrently we could do the notice of intent. All we need is the approval of the CWT waiver, we could then submit the notice of establishment. That would be six months plus 21 days from whenever the documents are submitted and the quiet zone could be implemented under scenario 4b if the waiver is approved. Mr. Lynch asked when would the money for the improvements be needed for the railroad if the waiver is granted. Mr. Ryan said it would probably be in 2019.

Councilmember Piekarski Krech said she would like to look at scenario 4b because of the future development at 65th, 66th, and Upper 71st. She stated she does not want to put in improvements and have them taken out because of future development. She stated scenario 4b is also the quickest option.

Mayor Tourville stated increasing improvements would make the crossings safer and it would be a quiet zone forever. With no additional improvements and if there is an accident the quiet zone could be reevaluated. If there is residential development you may want these areas as quiet zones. Safety should be number one and the improvements would make them safer.

Councilmember Bartholomew asked if scenario 4b could get a quiet zone at 65th, 66th, Upper 71st with no additional improvements and asked if obtaining a waiver was required. Mr. Ryan responded in the negative. You would need to outline the intent and document the risk calculation that is shown on the chart.

Councilmember Bartholomew said the down side is if there is an accident they could reevaluate. Mr. Ryan said they would reevaluate every year, no matter what, and if the risk calculation changes then the City would have three years to make additional improvements. Councilmember Bartholomew asked If we do the improvements at 105th Street could we get a quiet zone. Mr. Ryan said yes.

Councilmember Piekarski Krech asked about doing it as two separate quiet zones. Mr. Ryan responded two notices of intent and two notices of establishment would need to be done. Combined they are about \$1,500 each.

Mayor Tourville said if we made application on scenario 4a for a quiet zone on Concord Street and look at starting work on scenario 4b that would be the most prudent way to go. We could get a quiet zone established in four of five months along Concord and discuss Upper 71st and

105th. Councilmember Piekarski Krech said it would be \$3,000 to do it in two stages. Councilmember Bartholomew stated we should start on scenario 4a and then come back and look at 105th.

Mayor Tourville stated by council direction to go forward with scenario 4a for application and then the council will look into 105th.

Mr. Link suggested that SRF put together a contract to work on scenarios 4a and 4b and bring the contracts back to Council for approval in the next couple of weeks.

Councilmember Hark asked how long it would take and is concerned about timeframes and the true cost. Mr. Ryan said the \$250,000 is an estimate and to get a detailed estimate is to get one from the railroad and there are fees associated with that. He stated the range is between \$5,000 and \$10,000. The railroads would put together an engineering estimate to give the city an actual cost. Councilmember Hark said that would be part of one of the contracts. Mr. Ryan stated in the affirmative.

It was decided that SRF would prepare two contracts, one to work on scenario 4a and one to work on scenario 4b. The contracts would then be brought back to council for approval.

4) SAC Loan Deferral Program

Mr. Lynch asked that this item be tabled as new information has come from the Metropolitan Council within the last 10 days. They have done a reexamination of their SAC charges and their policy. More time is needed to get more information from Metropolitan Council. Once the information is gathered it will be brought back to the Council.

5) Communications Strategies

Mr. Lynch presented the item stating information was heard by Council on March 12th. It is being recommended to create a new Communications Manager position. There is currently a position of Market Coordinator and there was some discussion about this position. The job description has not changed since the last time the council saw it. He stated the position was changed to reflect the fact that the position no longer supervised, scheduled, evaluated performance or was responsible for any discipline of other employees. The pay scale was not adjusted to reflect these changes. Background information was provided on similar positions in other communities. A salary review is in the memo.

He stated examples of communication plans have also been included (West St. Paul and Hastings). It is time for the city to establish the position of Communication Manager who would manage the Market Coordinator position. Both positions would be a part of the administration department. The Communication Manager would report to the City Administrator. Police have started Facebook and Twitter with positive feedback. The Fire Department would like to get a broader footprint on social media as well. We should establish a communications plan for the city and include many proactive objectives that are not being done currently.

We would have to meet with the union to establish the salary for the Marketing Coordinator position. The Marketing Coordinator position salary has been established with our Compensation and Classification Plan. We would like to get both positions hired and established as quickly as possible.

Councilmember Piekarski Krech asked why the starting salary was higher than all but two of the other cities that were compared. Mr. Lynch responded it was done in conjunction with the Compensation and Classification Plan. Councilmember Piekarski Krech said the manager position except for Eagan and St. Louis Park was significantly higher. Mr. Lynch replied we are different and the manager position will supervise the coordinator position. Lower salaries tend to not attract qualified candidates that have the years of experience, the requirements for education and background that we are looking for.

Ms. Tesser said the currently salary ranges are not the current salary ranges that Councilmember Piekarski Krech is referring to. The salary comparable were done in 2016 and the salary range is lower now. Other cities are higher now and ours would be lower. What Council is looking at is not current. Councilmember Perry said the salary range from the March 5th packet is \$81,600 to \$103,688 which is lower.

Mr. Lynch said the Parks and Recreation Department has been without a position since last year but we are getting to the point where we need to get someone on board as soon as possible for summer brochure development and marking efforts for the VMCC and golf course. We are working with a contractor to get these things done. For 2018, the coordinator position would be funded by the Parks and Recreation Department and VMCC and in the future that may shift.

Councilmember Hark asked if the coordinator position would be a marketing position or communication coordinator. Mr. Lynch responded marketing coordinator.

Councilmember Bartholomew asked if the position would be centered on marketing or communications. Mr. Lynch responded primarily marketing for recreation, the VMCC and the golf course. They would also assist the communications manager.

Mayor Tourville said he believes cities need to do a good job in communications. Looking at different media mediums, it's important that cities do it right. The departments heads and City Administrator have looked at the needs of the city. There is a need for a city of our size and this would allow the city to be proactive along with being active. The job duties may need to be tweaked as we go along. This will be positive for the city.

Kathy Fisher, Local 1065 Union President, asked if the marketing coordinator position salary is consistent with the memo. Mr. Lynch responded that it is older data. Ms. Fisher stated the union was concerned because another marketing coordinator position was equal to other coordinators at the Grove that topped out at \$80,000. When talking to HR they said it would top out at \$66,000. Mr. Lynch said the salary range was adjusted because the position does not supervise an employee. He stated updated information will be brought back to Council and the title may be changed. Ms. Tesser said the correct numbers regarding the marketing coordinator position are 10% from Recreation (\$8,373) and 90% from the VMCC (\$75,353) which includes salary and benefits.

Mr. Lynch stated updated numbers will be brought back to Council. Ms. Fisher asked that the union be communicated with in regard to changes. Ms. Fischer questioned the comparable cities. Mr. Lynch said two groups of cities were looked at and the aggregate of the two groups was used to figure the salary range. The two groups are surrounding communities and cities that are similar in population. Councilmember Piekarski Krech said she liked West St. Paul's communication plan.

6) Customer Service Policy

Mr. Lynch stated that based on the March 10th meeting, Council directed the customer service policy to be brought back to the Council for discussion. A red-lined copy and a clean copy has been provided to the Council to see the changes that have been made. Council would like to adopt this and staff would come back with a matrix. Department contacts need to be updated.

Councilmember Piekarski Krech said she did not like the wording under purpose of “define our customers as people who live, work and play in the city as well as everyone with whom the City does business including staff,” she stated it does not flow right. Mayor Tourville said when looking at drafts if there are word suggestions to get the changes to Mr. Lynch. Mr. Lynch said it is the intention to get this on the April 9th Council agenda therefore please get these changes back to him before Wednesday. Mayor Tourville said under complaints there is a contact for each. That contact has the responsibility of the complaint resolution process. Mayor Tourville stated is that really what that means. Mr. Lynch stated in the affirmative.

Councilmember Perry said under media inquiries it says staff would forward these types of requests to the City Administrator for a response. Would that stay with you or would that go under the Communications Manager. Mr. Lynch said it would move to the Communications Manager who would handle the majority of media inquiries.

Mayor Tourville was looking at the flow of department head contacts for the resolution process and asked if there would be a report maybe once a month with the amount of complaints to be reviewed? I wouldn't want each contact to report on a complaint – I look at this as how do we get better? Maybe the departments get together to summarize the complaints to present some of the areas that need to be looked at.

Councilmember Hark said this policy formalizes the process and if some resident contacts the city there is now a process where that person will be directed to a resolution. As we go forward, there is going to be some challenges on how each department records this information, but problems will be identified that need to be worked on.

Mayor Tourville said a monthly report could show a common trend/issue/problem within the departments. Councilmember Hark said this would be worked on and refined as we go along.

Mr. Lynch said he would make the suggested changes and bring it back to the Council on April 9th.

Mayor Tourville said the fire department banquet is Saturday night. The appreciation dinner for the Commissioners is on the 18th.

Mr. Lynch reported that the River Heights neighborhood meeting is Wednesday night. A report will come out of that discussion.

Mayor Tourville asked about the neighborhood fire station meeting. Mr. Lynch said it went very well. He stated 15 people showed up for the meeting. It was an open house type meeting and residents were able to look at the drawings by the architects. Fire personnel were able to answer questions about the layout of the building and its operations. Chief Thill gave a 20-minute presentation that was very good and answered a lot of questions. Questions about the smart center were also answered.

Mr. Link reported that the Planning Commission will be holding a public hearing on the fire station for the rezoning and the Comprehensive Plan tomorrow night.

Mayor Tourville asked if Interstate contacted Mr. Link regarding Inverness Park (Barnes Avenue). Mr. Link responded no.

B. Adjourn

Councilmember Hark made a motion to adjourn, seconded by Councilmember Perry, and unanimously carried. The work session adjourned at approximately 9:00 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, April 9, 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, April 9, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Councilmembers Piekarski Krech, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, City Clerk Tesser, Police Chief Schnell.

Councilmember Bartholomew (absent), Recording Clerk Yourczek (absent).

3. PRESENTATIONS:

A. Inver Grove Heights Police Officers Swearing-In

Police Chief Paul Schnell introduced several new members of the Inver Grove Heights Police Department for the Administration of the Law Enforcement Oath of Honor. Three are newer Officers, Officers Timothy Gates, Ryan Malcolm, and Erika Running. He stated that they are also administering the Oath to three members of the Department who are assuming new roles. They are Deputy Chief Sean Folmar, Commander Dennis Haugland, and Sergeant Ben Madsen. He stated that Commander Josh Otis is not present this evening as he is attending the FBI National Academy for Police Leaders for 10 weeks. His wife Kelly and two daughters are here this evening on his behalf. He stated that Deputy Chief Folmar, Commander Haugland, and Sergeant Madsen, have been in service to Inver Grove Heights for many years but hold critical roles within this Community which is why they are reaffirming their Oath.

The Officers stepped forward for the Swearing-In Ceremony given by Mayor Tourville.

Badges, which symbolize a Shield, were pinned on their uniforms on the left-hand side by a person of their choosing. Photos were taken.

4. CONSENT AGENDA:

A. i. Minutes of March 10, 2018 Special Meeting Minutes

ii. Minutes of March 26, 2018 Council Meeting Minutes

B. Resolution 18-64 Approving Disbursements for Period Ending April 3, 2018

C. Resolution 18-65 Committing Franchise Fee Fund Balance for a Specific Purpose

D. Consider Approval of Plans & Specifications for the 2018 West Rink Floor Project and Authorizing Advertisement of Bids

E. Approve Relating to Release of Tree Replacement Agreement on Lot 8, Block 2, Concord Hills

F. Consider Approval of Cost Sharing Agreement with Dakota County for Purchase and Use of Electronic Pollbooks

G. Consider Approval of Individual Massage Therapist License for Kevin Miner, Salon Fusion, 3105 65th Street E.

H. Accept Proposal from Keys Well Drilling Company for Well Pump No. 3 Rehabilitation

I. Authorize Purchase of Wetland Credits for Mitigation of Wetland Impacts on City Project No. 2017-24 – TH 3 Intersection Improvements for the 65th Street Project and 2017-03 – NWA Trunk Watermain Improvements, 65th Street Loop. **Resolution 18-66**

J. Resolution 18-67 Accepting Proposal from Bolton & Menk, Inc. for Engineering Construction Services Related to Municipal Sewer and Water Improvements for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout)

K. Consider **Resolution 18-68** Accepting Proposal from SRF Consulting Group, Inc. for Design and Construction Engineering Services and Accepting Proposal from Bolton & Menk, Inc. for a Broderick Boulevard Sanitary Sewer Capacity Study for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements

L. Consider Release of Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition (former Rainbow Foods site) from the Development Contract and Agreement

M. Adoption of Customer Service Policy

N. Personnel Actions

Mayor Tourville asked that Agenda Item 4Aii be voted on separately.

Motion by Hark second by Piekarski Krech to approve the Consent Agenda with the exception of Agenda Item 4Aii.

Ayes: 4

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4Aii.

Ayes: 3

Nays: 0

Abstain: 1 (Tourville) Motion carried.

5. PUBLIC COMMENT: There were no public comments at this time.

6. PUBLIC HEARING:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. GWEN LYSNE; Consider an Ordinance Amendment 1349 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. Ordinance 1349.

Community Development Director Tom Link stated that the property is located at 6591 Concord Boulevard and that the request is for rezoning from R-1C Single Family Residential, to B-3 General Business. The property is guided commercial and multiple family. He stated that the proposal would be to sell the three parcels to the car dealership located on the corner. The dealership would then have to come in and have the Conditional Use Permit amended. He stated that the site is viable for commercial and that single family is not consistent with the Comprehensive Plan designation.

Planning Staff and the Planning Commission unanimously recommend approval.

Brandon Barth, Celts Pub, 6559 Concord, asked if he will get notified when the applicant applies for the Conditional Use Permit.

Director Link responded that there will be a Public Hearing at the Planning Commission meeting and that surrounding property owners will be notified.

Motion by Piekarski Krech second by Perry to approve Ordinance 1349 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.

Ayes: 4

Nays: 0 Motion carried.

B. TABBY CAT, LLC; Consider an Ordinance Amendment 1350 to the Bishop Heights PUD Ordinance to allow for a feline veterinary clinic to be located on Lot 3, Block 1, Bishop Heights 4th Addition. Ordinance 1350.

Community Development Director Tom Link stated that the property is located off of Upper 55th and Blaine Avenue in a commercial retail strip center located near the Caribou Coffee shop. He stated that the Southeast Quadrant has its own PUD Ordinance with properties rezoned to a specific use, and that this is zoned for general retail/restaurant. It does not provide for a veterinary clinic. He stated that when they consider zoning changes, they look at parking and traffic generation. This will use less parking than the retail it is zoned for now.

Planning Staff recommends approval and the Planning Commission unanimously recommends approval.

Dr. Grant Gugisberg, Parkview Cat Clinic, stated that they have been in business for 30 years and are looking for a new place to locate their business.

Motion by Piekarski Krech second by Perry to approve an Ordinance 1350 Amendment to the Bishop Heights PUD Ordinance to allow for a feline veterinary clinic to be located on Lot 3, Block 1, Bishop Heights 4th Addition.

Ayes: 4

Nays: 0 Motion carried.

C. FRATTALONE'S DAWNWAY;

1) Amendment No. 2 to Host Community Fee Agreement

2) Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years. The property is located on Dawn Way, west of Concord Boulevard.

City Administrator Joe Lynch reviewed the Amendment to the Host Community Fee Agreement which include two changes in the Agreement. One is in Section 7.11 for the omission of acceptance of material from each City. The current agreement was to allow each City to bring up to 1500 cubic yards of debris to the site for disposal without cost to the City. He stated that the new agreement contemplates elimination of that statement. He stated that the second change is Section 7.15, for payment to each City would be \$750,000, which is \$75,000 each in the next ten years. The previous agreement granted \$830,000, over a five-year period, which did not have a calculation based on value. He stated that he recommends approval of Amendment #2 to the Host Community Fee Agreement for Dawn Way Landfill.

City Attorney Tim Kuntz stated that in the 2002 Agreement, Section 7.8 stated that payments were made irrespective of future events including closing of the landfill. He stated that they put an abbreviated part of that sentence in the Second Amendment. He stated that they were contacted by Frattalone asking that the same exception that exists in Section 7.08 be repeated in this section, which states that if there is an Amendment to Federal, State, or Local Law which shuts the landfill down, the payments would cease if the landfill were permanently closed. He stated that the City Administrator recommends approval of that change and he asks that any motion recognize that change as a part of the approval process.

City Planner Allan Hunting stated that the applicant is proposing to amend the existing Non-Conforming Use Certificate to allow it to operate for an additional 15 years. This item was tabled at the December 11th meeting. There were concerns for truck traffic, dust, and vibrations. He stated that Staff looked into costs of house monitoring for approximately \$2,325.00. He stated that the Council is to act on the extension of the Non-Conforming Use Certificate.

Councilmember Piekarski Krech asked if this used to be a gravel pit and then they started filling it in with demolition debris.

Attorney Kuntz responded that it started as a gravel pit that served building materials. Then the business was sold and began to fill it with demolition filling.

Tony Frattalone, Dawn Way Landfill, stated that they started the application process a year ago and wants to support the neighborhood and the City of Inver Grove Heights. He stated that they crush during the winter months and had the testing done during that timeframe as that is when the vibration would be there. Truck traffic is down from what it is during the summer. He stated that the vibrations do not seem to be from their operations but from the truck traffic on Concord and the railroad tracks down there.

Mayor Tourville stated that an extension has been requested for 15 years but asked if eight to 10 years would be an option.

Mr. Frattalone responded that they ask for a longer extension so they wouldn't have to come back in ten years and try to extend it again for another 15 years. He stated that 12 years could be a possibility.

Keith Joyce, 5873 Concord Boulevard, stated that he has lived in his home for 25 years and is against the extension as they were supposed to be closed 15 years ago. He stated that he feels the vibrations but felt that some were from the railroad and from the trucks going in and out of that area and on Concord. Dust is also an issue. He stated that Ordinance 10-15-4 states that vibrations are not supposed to cross the property line and his home is three property lines over.

Jim Fyksen, 4045 59th Street East, stated that he lives close to the gravel pit and gets dust all the time but that he doesn't feel a lot of the vibrations. He stated that when Kamish started this over 30 years ago, they stated that it should be filled up in 15 years. Extending it for another 15 would put this in operation for 45 years. He does not agree to the extension.

Mike Gardner, 5950 Concord, stated that he doesn't feel the vibrations as much but does feel the trains that go through his backyard. He stated that there is traffic constantly going up and down the road. He doesn't feel it is watered down as much as they say it is, and that at times it looks like a dirt road.

Joe McBride, 4055 59th Street East, displayed a chart representing Frattalone's recycling figures versus disposed materials over the course of eight years. He stated that he didn't understand why they don't take the recycle off, as that creates more traffic. He suggested that they get rid of the recycling there. He stated that he has 49 signatures on a petition that he handed to the City Clerk to keep on file.

Motion by Piekarski Krech second by Perry to receive the petition.

Ayes: 4

Nays: 0 Motion carried.

Mr. McBride stated that in the Amendment it says if the landfill is closed then Frattalone doesn't owe any money. He felt it should be kept on there.

Attorney Kuntz stated that the Amendment states that payments required by this section should be paid regardless of future events even if waste volumes drop to zero or the landfill ceases operation. If outside the control of Dawn Way, Federal, State, or Local Governments pass an enactment/amendment which requires permanent closure and if the landfill permanently closes, then the fees cease. He stated that you would need a change to the law passed by the Government that required permanent closure. If they decide that nothing goes in or out of the landfill, and it wasn't stated by the Government, they would still have to pay as it's under their control.

Glen Birnstengel, South St. Paul, stated that he is representing his mom who lives at 1610 South Concord Street. He stated that the pit has been operating for at least 60 years. He agreed that it was time to close, and that another 15 years is too long.

Mark Feidick, 5946 Concord, displayed some photos off his phone for the Council to look at. He stated that the trucks come by quickly, and the exhaust and dust is blown into his home. Noise is also a factor.

Larry Lascewski, 5919 Concord Boulevard, stated that it was time to close it down because it is an eyesore, a pollutant, and there is too much truck traffic.

Dr. Clayton Anderson and Alaina Berube, 5901 Concord stated that they just bought their home three years ago. They agree with their neighbors regarding the noise, the dust, and debris. They would also like it closed down.

Ms. Berube stated they bike and rollerblade. This area is littered with rocks, gravel, and boulders, making that difficult. She agreed with the need to shut it down.

Mayor Tourville asked where American Testing placed the vibration monitors.

Planner Hunting displayed a map and pointed out the locations of the monitors.

Mayor Tourville asked about the statement that was made regarding “no vibrations can leave the property”. He asked that if it says it is by Ordinance, if that would that be in violation of City Code.

Planner Hunting responded that he felt it was a reference in the City Code and that there wasn’t anything specific in the document.

Attorney Kuntz responded that Code 10-15-4 would have to be read and applied.

Mr. McBride stated that he had a vibration study done on his house in 2009 by the City of Inver Grove Heights. The findings stated that “all vibration readings were recorded during normal hours of operation of the landfill”. He stated that it counted 21 events in one day and on some days, there was nothing, but that all occurred during operational hours.

Mr. Fyksen commented that they probably didn’t have the Cat trucks running during the testing as they haven’t been running those lately. He felt those were the ones that cause the vibrations.

Mayor Tourville stated that one of the concerns that came up was about the recycling. There is more going out than is coming in which creates the issue of when will this area will ever get filled. He stated that hearing about the amount of debris that was on Dawn and Concord gives the impression that trucks are uncovered more than covered.

Councilmember Hark stated that he was reading Code Section 10-15-4 regarding vibrations. He questioned how the City enforces this. He wasn’t sure how it could be enforced unless there is equipment in their yards to measure it at the time of the vibration. He said that the code states that “any use creating periodic earth-shaking vibrations, such as created from a drop forge, shall be prohibited if such vibrations are perceptible beyond the lot line of the site of which the use is located”. And that “the standard shall not apply to vibrations created during the process of construction”. He asked how this is enforced and measured as there is evidence that vibrations are leaving the lot line.

Community Development Director Tom Link responded that the question had not come up before and they have not received any complaints.

Councilmember Hark asked if there was a violation with the vibration statute and if it would void the Non-Conforming Use Agreement. He asked if that would be in violation of the Code, or if that needed to be placed into the agreement.

Attorney Kuntz responded that the agreement requires compliance with the existing Code and that there is a section that deals with violations. He stated that in regard to the Code, they would have to begin to quantify those vibrations from an engineering firm and see if there is something more than a rare occurrence in order to validate the Ordinance.

Councilmember Hark stated that we had received an estimate for the City to do measurements for vibrations and felt that was something we needed to do before going forward. He stated that while the firm is reputable, that he was reluctant to rely on the applicant's vibration information as they probably didn't consult with the neighbors when they came out and ran the tests. He stated that he is not insinuating that there is anything illegal going on in regard to the testing.

Mayor Tourville asked if the operation would be viable if you are not able to recycle.

Tony Frattalone responded that the recycle numbers that are on there are in the tons, and the material coming in is by the yard.

Nick Frattalone stated that the numbers that were displayed were tight yards at 50% compaction. If you multiply that by two, that is the number of yards that come in.

He stated that in regard to the life of the landfill, in the last ten years they have averaged 108,000 tight yards per year. The total remaining compacity is 1.4 million yards in demolition debris. He stated that without recycling it would still be filled up in 15 years. In the last ten years 900,000 yards of demolition debris has come in. He stated that eliminating the recycle portion and filling it up quickly would not be reasonable as they charge a lesser fee for the concrete to be disposed of because they are recycling it. He stated that if they charge what they need to fill the landfill, customers will go elsewhere with the concrete, so the demolition debris intake will still stay the same.

He stated that in regard to truck traffic, they would have about 15% to 20% less traffic if they were to eliminate the recycling. People will still be coming or going, it will be whether they leave with gravel or not. He stated that they have excavated yards of sand out that is no longer there, so that will eliminate traffic there too. The traffic will gradually decline, but he felt the landfill will be filled up in 15 years.

Tony Frattalone stated that the vibration monitors were placed on the edges of their property except for the one at Troje's. He put it down there because there it's vacant and he wanted to get a reading off of Concord Avenue and the railroad tracks. Other monitors were placed on their property lines where they thought would be the worst points for vibration.

He stated that there is a street sweeper at their location full-time. They don't sweep just once a day, it can be up to four times a day. He stated that there will be dust and that they are always looking at what they can do regarding that. He stated that they welcome calls regarding the dust.

He stated that covering trucks isn't a requirement by the State and that some trucks have tarps some don't. Most of the demolition hauled in are tarped, but not all do it. He stated that it is a DOT rule, but that it doesn't carry for a lot of different materials. Some Counties require tarping, Dakota County does not.

Nick Frattalone stated that the Host fee is a 15-year agreement to be paid in full at year 10.

Attorney Kuntz asked if they report the amount of demolition debris coming in separately from the amount of crushable material coming in to the County. He asked if they are paying a tipping fee to the County on both sources.

Nick Frattalone responded that they report the amount of demolition debris coming in twice to the County on a quarterly basis, as well as a quarterly summary which includes the crushing and the demolition debris. He responded that they pay a tipping fee on just the demolition debris.

Mr. Feidick asked that before a decision is made whether they can be an air and sound quality check done.

Councilmember Piekarski Krech stated that 15 years was way too long in the middle of a residential area. She can't support 15 years. She would like it to shut down now but felt that five years would be reasonable.

Mayor Tourville stated that it would be nice to come up with something to give urgency to getting it filled. They could say 10 years and then it needs to be done. He stated they are doing a great job for where you are located.

Councilmember Hark stated that it has been suggested to be open between 0-5 years. The Mayor is suggesting 5-10. He stated that if we agree on a number, he would suggest seven years.

Nick Frattalone asked what would happen after five years, even if it's not filled.

Councilmember Piekarski Krech responded that nothing would probably be built there as it's been a demolition landfill for so long. She stated that the other landfill in town had to be covered with an appropriate cover.

Nick Frattalone stated that they are also developers and that there is potential for development there. He stated that the site has to be filled at some point. In five years, if it's not filled, then the development can't happen.

Planner Hunting stated that the NCUC was created in 2002 and that it had an end date to be the end of December 2017. He was unsure if there was a Non-Conforming Use Certificate before that.

Mayor Tourville felt they could work better on getting more fill in so the development plan comes to a reality.

Mr. Gardner suggested that they monitor the trucks in the meantime to see what is going on.

Councilmember Perry stated that she agreed with the seven to eight-year range. She stated that she sat at two different spots in the area last week and that in one spot she was at, she noticed between six to ten trucks in the timeframe that she was there.

Mr. Birnstengel stated that on the South St. Paul side there are some very large berms, and that this area was called a landfill but seems to be more of an exchange.

Mayor Tourville asked if the economy were to improve if this area could fill up sooner.

Tony Frattalone responded that there is a small section that has a ponding area, and that the berms will cap the landfill when it's done. He felt the recycling portion was a good thing, as it keeps the costs down and it helps out the City. He stated that it could take 12-13 years to complete, or that it could take 15. He does not see this happening in ten years. He stated that in the top parcel near Henry Avenue, that has been kept low to run the recycle yard so it's kept away from the residents. Their goal is to fill that area and then finish it off.

Mayor Tourville asked if they can make sure the truck loads are covered.

Tony Frattalone responded that they can focus on that, but that most that come in are subcontractors.

Councilmember Piekarski Krech asked if they can state that all loads must be covered in the Conditional Use Permit.

Attorney Kuntz responded that they have a Non-Conforming Use Certificate which was negotiated in 2002. He stated that you could require a condition that would affect all similar type operations as a generic Ordinance. You can't add it to the NCUC without the negotiation.

Mayor Tourville asked if we could have them come back in five years to see how things have progressed.

Attorney Kuntz responded that it would make the language different and comes back to having a permit or not having one.

Councilmember Piekarski Krech stated that she can't see this going on for 15 more summers until 2032, as she will not support that. She felt that seven years with 2025 as the end date was a stretch but was willing to go with that number. She stated that this is in the middle of a residential area and was never meant to be going on for that long and that the residents in the area need some relief.

Nick Frattalone stated that the biggest complaint is the recycle. He asked if they could do five years of the recycle and ten years for the demolition. He stated that the truck load information is included on the reports that are given to Dakota County, and figured that approximately 2,000 truckloads of recycle go out a year. He stated that those trucks are also coming in with something to drop off, as they are picking up. The demolition debris is twice the quantity per load.

Councilmember Piekarski Krech suggested five years demolition and ten years recycling because she doesn't think the recycle is as big of a quality of life issue as the demolition would be.

Ms. Berube stated that this is a residential area that is changing, as are all the towns around us. She asked to please take all that into consideration.

Mr. Joyce stated that he wasn't sure about the Frattalone's suggestion. Most of the issues come from the vibrations. He stated the truck traffic, the braking, tailgates slamming, etc.

Mr. Fyksen stated that 2000 trucks over a year's period of time, in an eight-hour day is one every hour. He felt that was a lot of traffic on a residential street. He felt the 0-5-year time was a good compromise.

Councilmember Piekarski Krech agreed with the seven-year timeframe for both with the end in 2025.

Attorney Kuntz stated that the two items on the Agenda, one being the Amendment to the Host Community Fee and the other the Amendment to the Non-Conforming Use Certificate are connected. He stated that it would be better to have an understanding of both, as the application wasn't for seven or ten years, it was for 15 years and that means the motion for seven denies the 15 years being requested. He stated that they would need findings and reasons for their denial. He stated that they also need an understanding for the zoning.

Attorney Kuntz asked how much of the South St. Paul side was done compared to how far they are on the Inver Grove Heights' side.

Tony Frattalone responded that for the South St. Paul side, the fill area is roughly 80% done and that the cap is not on it. He stated that the Inver Grove Heights side was at about 50%.

Mayor Tourville stated that this will not be approved for 15 years as the City would like to get to the end result as soon as possible. He asked if a different land owner could do something different in the area.

Attorney Kuntz responded that they could not in terms of the Non-Conforming Use Permit.

Mayor Tourville stated that they may need to table this and come up with more information. He stated that if this does continue to operate, it needs to continue to operate cleaner.

Tony Frattalone stated that when they began this project last May, they came up with this plan and that they don't want to see this extend too much longer as it's their busy time of year. He feels shutting this down early will affect the outcome of the property.

Administrator Lynch stated that this is complicated due to a second party, being the City of South St. Paul, is also involved. He stated that South St. Paul will be making a decision next week, and that he wasn't sure what position that decision would put us in.

Mayor Tourville recommended tabling this until the next regular meeting on May 14th, which gives them time before the end of the 60-day period ending May 25th. This also gives them time with the Applicant and the City of South St. Paul.

Motion by Piekarski Krech second by Perry to table this until May 14, 2018.

Ayes: 4

Nays: 0 Motion carried.

D. PINE BEND LANDFILL;

1) Consider third restated and amended Host Community Agreement

2) Consider the third and final reading of a zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use (requires a 4/5th's vote). Ordinance 1351

3) A conditional use permit to allow a side slope capacity expansion at Pine Bend Landfill of 4.1 million cubic yards, including 3.53 million cubic yards of waste (requires a 4/5th's vote). Resolution 18-69.

4) A non-conforming use certificate amendment to allow the capacity expansion at Pine Bend Landfill (requires a 4/5th's vote). Resolution 18-70.

City Administrator Joe Lynch stated that Allied Waste Industries will guarantee the payments as follows:

-The City and BFI have agreed to pay the City \$1,000,000 dollars in ten equal installments of \$100,000 annually beginning October 1st. These are unrestricted funds.

-BFI will pay the City \$1,500,000 in 12 payments of \$125,000 annually beginning June 1, 2018. These payments will be made even if the landfill closes.

-BFI will continue to donate \$15,000 annually to support programs and activities at the V.M.C.C. This funding will cease when the landfill closes.

-The fee schedule found in Exhibit A to the Third Restated and Amended Agreement will apply to the waste volume per year for amounts between 0 and up to 260,000 tons and for any amounts over 400,000 tons. The volume between 260,001 and 399,999 tons will be charged at a rate of \$1 per ton instead of the fee schedule on Exhibit A.

-The inducement fee found in Section 8.07 applies to all volume; the inducement fee is applicable in the years 2026-2030.

-BFI grants the City a Right of First Refusal to purchase the commercial property at 66th Street and Concord Blvd.

-BFI waives the right to appeal any special assessments up to \$1,000,000 for any future street reconstruction on 117th Street as long as they are treated substantially in the same manner with respect to the assessment methodology as other similarly situated land and landowners located along and/or benefitted by the 117th Street improvements.

- The Third Restated and Amended Host Community Agreement doesn't become effective until the State of Minnesota, through the Minnesota Pollution Control Agency, approves the side slope capacity expansion.
- This Third Restated and Amended Agreement supersedes the Second Restated and Amended Host Community Agreement.
- The restriction that the landfill must stop accepting waste for disposal and must close to the public no later than December 31, 2030 remains in the Third Restated and Amended Host Community Agreement.
- The Third Agreement acknowledges and grants BFI the side slope modification adding 3.53 million cubic yards to waste disposal capacity to the landfill. This does not include the final cover system.
- The Third Agreement provides that no waste can be disposed of on the west 100-acre site.

Administrator Lynch stated that he is recommending approval of the third restated amended Host Community Agreement.

Mayor Tourville stated that the agreement is with BFI, the location is Republic.

Administrator Lynch responded the owner is listed as BFI Waste Systems of North America, Allied Waste Industries is the parent company of BFI Industries, LLC. Allied Waste will guarantee the payments.

Aaron J. ??, Environmental Manager, Pine Bend Landfill, 2495 East 117th Street. He also brought Jeff Brown, the Operations Manager for the landfill and Tom Shusterich who is the Design Engineer.

Motion by Piekarski Krech second by Hark to approve the following for PINE BEND LANDFILL:

- 1) Consider third restated and amended Host Community Agreement**
- 2) Consider the third and final reading of a zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use (requires a 4/5th's vote). Ordinance 1351**
- 3) A conditional use permit to allow a side slope capacity expansion at Pine Bend Landfill of 4.1 million cubic yards, including 3.53 million cubic yards of waste (requires a 4/5th's vote). Resolution 18-69.**
- 4) A non-conforming use certificate amendment to allow the capacity expansion at Pine Bend Landfill (requires a 4/5th's vote). Resolution 18-70.**

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Joe Lynch stated that he was trying to set up a meeting between staff, department heads and the City Council. The dates could be Saturday, April 28th, or Monday, April 30th.

Motion by Tourville second by Perry to have the meeting at City Hall on Monday, April 30th at 7:00 p.m.

Ayes: 4

Nays: 0 Motion carried.

Administrator Lynch stated that there is a Town Hall meeting on April 25th at 6:00 in the City Council Chambers.

9. EXECUTIVE SESSION:

Consider Strategy for Labor Negotiations Pursuant to MN 13D.03

City Attorney Tim Kuntz stated that Statute 15D.03 Subdivision 1B, provides that the City Council may hold a closed meeting to consider strategy for labor negotiations including negotiations strategies or developments, or discussion, and review of labor negotiations and proposals conducted pursuant to the collective bargaining act. He stated that the Council is being asked to go into a closed-door Executive Session to consider strategy for labor negotiations under the Statute indicated. The Statute requires that the Council votes in public and to make a motion to go to that Executive Session. He stated that the Statute requires that we inform the public of when that closed-door session will start. That session will begin approximately five minutes after the Council moves from public to the closed session. The Statute requires that we inform the public of the location of the closed-door session and that location is the Mayors conference room in the City Hall which adjoins the Council Chambers. The Statute requires that we have on record the names of those who attended that closed-door session. Attendees include Mayor Tourville, three Councilmembers, Piekarski Krech, Hark, and Perry, City Administrator Joe Lynch, Human Resources Manager Janet Shefchik, and himself, the City Attorney.

The closed-door session will be tape recorded.

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

Ayes: 4

Nays: 0 Motion carried.

10. ADJOURN: The meeting was adjourned at 9:36 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 23, 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 April 4, 2018 to April 17, 2018.

SUMMARY

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

General & Special Revenue	\$372,341.99
Debt Service & Capital Projects	188,702.16
Enterprise & Internal Service	86,335.25
Escrows	55,013.11
Grand Total for All Funds	<u><u>\$702,392.51</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 April 4, 2018 to April 17, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 17, 2018**

WHEREAS, a list of disbursements for the period ending April 17, 2018 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$372,341.99
Debt Service & Capital Projects	188,702.16
Enterprise & Internal Service	86,335.25
Escrows	55,013.11
Grand Total for All Funds	<u><u>\$702,392.51</u></u>

Adopted by the City Council of Inver Grove Heights this 23rd day of April, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

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

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
A.J. ALBERTS PLBG	0000032557	04/10/2018	0014302	101.42.4200.423.40040	222.40
A.J. ALBERTS PLBG	0000032558	04/17/2018	3/30/18	101.42.4200.423.40040	228.40
AFSCME COUNCIL 5	INV0073204	04/13/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0073205	04/13/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	932.14
AFSCME COUNCIL 5	INV0073206	04/13/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	92.00
ASSOCIATED MECHANICAL CONTRAC	3946	04/10/2018	3/30/18	101.42.4200.423.40040	267.00
BAUER, NANCY	18-04	04/17/2018	APRIL 2018	101.41.1100.413.30700	212.50
BIENIEK, GREG	3/10/18	04/10/2018	REIMBURSE - DRONE TEST MILEAGE	101.42.4200.423.50065	19.08
BIENIEK, GREG	3/10/18	04/10/2018	REIMBURSE - DRONE TEST MILEAGE	101.42.4200.423.50080	150.00
BJORKLUND COMPENSATION CONSU	00003881	04/17/2018	4/6/18	101.41.1100.413.30500	580.00
BOHLMAN, EVAN	3/10/18	04/13/2018	REFUND - TEST AND DRONE PROGR	101.42.4200.423.50065	19.62
BOHLMAN, EVAN	3/10/18	04/13/2018	REFUND - TEST AND DRONE PROGR	101.42.4200.423.50080	150.00
BOLTON & MENK, INC.	0215373	04/17/2018	X11.114659	101.43.5100.442.30300	1,216.00
BUREAU OF CRIMINAL APPREHENSIO	00000469445	04/10/2018	00000012981	101.42.4000.421.40044	390.00
COLLINS ELECTRICAL CONST.	1830801.01	04/18/2018	3/31/18	101.43.5200.443.40046	190.75
CONTINENTAL SAFETY EQUIPMENT	447541	04/17/2018	9020909043	101.42.4000.421.60006	55.00
CULLIGAN	3/31/18 157-9845910	04/17/2018	157-98459100-6	101.42.4200.423.60065	73.95
CULLIGAN	3/31/18 157-9845911	04/17/2018	157-98459118-8	101.42.4200.423.60065	54.50
DAKOTA COMMUNICATIONS CENTER	IG2018-05	04/10/2018	MAY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-05	04/10/2018	MAY 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY PROP TAXATION & REC	4/3/18	04/10/2018	3/21/18	101.45.0000.3413000	336.00
EARTH WIZARDS INC.	231199	04/10/2018	REFUND - CONTRACTOR LICENSE	101.45.0000.3219500	50.00
EFTPS	INV0073228	04/13/2018	FEDERAL WITHHOLDING	101.203.2030200	45,033.16
EFTPS	INV0073230	04/13/2018	MEDICARE WITHHOLDING	101.203.2030500	13,392.12
EFTPS	INV0073231	04/13/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	37,894.00
EMERGENCY AUTOMOTIVE TECHNOL	DL031918-24	04/10/2018	3/19/18	101.42.4200.423.40041	674.23
EMERGENCY RESPONSE SOLUTIONS	10685	04/10/2018	3/23/18	101.42.4200.423.40042	47.83
EMERGENCY RESPONSE SOLUTIONS	10718	04/17/2018	4/5/18	101.42.4200.423.60040	5,741.20
EYEMED	163459086	04/10/2018	APRIL 2018	101.203.2032700	268.44
FIRSTSCRIBE	2476316	04/17/2018	3/1/18	101.43.5100.442.40044	250.00
FIRSTSCRIBE	2476646	04/17/2018	4/1/18	101.43.5100.442.40044	250.00
FRATTALONE COMPANIES INC	1803027	04/17/2018	1415	101.43.5200.443.60016	803.15
GALLS INC	009605012	04/10/2018	1001727847	101.42.4000.421.60045	224.96
GENESIS EMPLOYEE BENEFITS ACH	INV0073210	04/13/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH	INV0073211	04/13/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
GENESIS EMPLOYEE BENEFITS, INC	IN1239465	04/10/2018	2/1/18-2/28/18	101.42.4000.421.30550	40.00
GOODPOINTE TECHNOLOGY, INC.	3788	04/17/2018	12/11/17	101.43.5100.442.40044	2,740.00
HARRIS COMPUTER SYSTEMS	CT036701	04/10/2018	INV1100	101.45.3300.419.40049	3,750.00
ICMA RETIREMENT TRUST - 457	INV0073212	04/13/2018	ICMA-AGE <49 %	101.203.2031400	6,848.14
ICMA RETIREMENT TRUST - 457	INV0073213	04/13/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0073214	04/13/2018	ICMA-AGE 50+ %	101.203.2031400	1,602.08
ICMA RETIREMENT TRUST - 457	INV0073215	04/13/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0073216	04/13/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0073225	04/13/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0073226	04/13/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	101.41.2000.415.60010	567.30
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	101.43.5100.442.60040	135.36
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	101.45.3300.419.60010	671.30
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	101.45.3300.419.60040	51.26
ITL PATCH COMPANY, INC.	50160	04/17/2018	18-5614/13	101.42.4000.421.60045	1,053.00
IUOE	INV0073217	04/13/2018	UNION DUES IUOE	101.203.2031000	1,323.84
KENISON, TERRI	MARCH 2018	04/17/2018	MARCH 2018	101.42.4200.423.30700	850.00
LELS	INV0073218	04/13/2018	UNION DUES (LELS)	101.203.2031000	1,566.00
LELS SERGEANTS	INV0073227	04/13/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	3/31/18 92000E	04/17/2018	92000E	101.42.4000.421.30410	16,204.32
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 #1406-B	04/17/2018	Legal	101.43.5100.442.30420	13.50
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Blacksto	04/17/2018	Legal	101.45.3200.419.30600	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Commur	04/17/2018	Legal	101.45.3000.419.30420	269.47
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Council	04/17/2018	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Enginee	04/17/2018	Legal	101.43.5100.442.30420	1,930.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Mayor/C	04/17/2018	Legal	101.41.1000.413.30420	2,134.40
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Plannin	04/17/2018	Legal	101.45.3200.419.30420	436.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Police	04/17/2018	Legal	101.42.4000.421.30420	204.00
LOCAL GOVERNMENT INFORMATION	45087	04/10/2018	111541	101.42.4200.423.30700	137.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNEAPOLIS OXYGEN CO.	00023425	04/17/2018	01910	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	00023426	04/17/2018	01915	101.42.4200.423.30700	64.79
MINNESOTA DEPARTMENT OF HUMAN	INV0073207	04/13/2018	STEVE HER FEIN/TAXPAYER ID: 416C	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN	INV0073208	04/13/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN	INV0073209	04/13/2018	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	190.49
MINNESOTA UI FUND	INV0073203	04/13/2018	ANDREW BRAVO DOCUMENT ID:139	101.203.2031900	134.33
MN DEPT OF LABOR & INDUSTRY	4/12/18	04/17/2018	NOV 17	101.207.2070100	4,112.91
MN DEPT OF LABOR & INDUSTRY	4/12/18	04/17/2018	NOV 17	101.41.0000.3414000	(82.26)
MN DEPT OF REVENUE	INV0073229	04/13/2018	STATE WITHHOLDING	101.203.2030300	21,088.64
MOORE MEDICAL LLC	99838669	04/10/2018	21185816	101.42.4200.423.60065	980.99
MOORE MEDICAL LLC	99842950	04/10/2018	21185816	101.42.4200.423.60065	65.00
MUNICIPAL EMERGENCY SERVICES, I	IN1213532	04/10/2018	C43426	101.42.4200.423.60045	250.45
MUNICIPAL EMERGENCY SERVICES, I	IN1214506	04/17/2018	C43426	101.42.4200.423.60045	396.47
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	101.41.2000.415.50080	240.00
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	101.44.6000.451.50080	20.00
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	101.45.3300.419.50080	60.00
NATURE CALLS, INC.	25678	04/17/2018	3/31/18	101.44.6000.451.40065	365.15
OXYGEN SERVICE COMPANY, INC	03400949	04/17/2018	04394	101.42.4000.421.60065	38.81
PERA	INV0073219	04/13/2018	PERA COORDINATED PLAN	101.203.2030600	38,060.98
PERA	INV0073220	04/13/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,927.80
PERA	INV0073221	04/13/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0073222	04/13/2018	EMPLOYER SHARE (PERA DEFINED)	101.203.2030600	69.23
PERA	INV0073223	04/13/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,259.90
PERA	INV0073224	04/13/2018	EMPLOYER SHARE (POLICE & FIRE F	101.203.2030600	24,389.91
PETTY CASH	INV0073424	04/17/2018	2018 RABIES/LICENSE CLINIC	101.100.1010400	300.00
POST BOARD	2018 RENEWALS	04/17/2018	13 OFFICERS	101.42.4000.421.50070	1,170.00
STERLING CODIFIERS	20686	04/17/2018	IN0921	101.41.1100.413.50025	419.00
STREICHER'S	I1309757	04/17/2018	285	101.42.4000.421.60018	1,317.51
SYN-TECH SYSTEMS	168492	04/17/2018	INVGRO	101.43.5200.443.60016	80.50
SYN-TECH SYSTEMS	161490	04/17/2018	INVGRO	101.43.5200.443.60016	(52.50)
T. A. SCHIFSKY & SONS, INC.	62611	04/17/2018	4/6/18	101.43.5200.443.60016	3,752.68
TACTICAL SOLUTIONS	6614	04/10/2018	3/26/18	101.42.4000.421.60018	450.00
THOMSON REUTERS - WEST	837953947	04/10/2018	3/1/18-3/31/18	101.42.4000.421.30700	199.56
TYLER TECHNOLOGIES, INC	025-217418	04/10/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0082240-MN	04/10/2018	006745	101.41.1100.413.30500	110.00
U.S. HEALTHWORKS	0082993-MN	04/17/2018	006745	101.41.1100.413.30500	140.00
UNIFIRST CORPORATION	090 0413118	04/16/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0413118	04/16/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0414213	04/17/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0414213	04/17/2018	1051948	101.44.6000.451.60045	24.47
VERIFIED CREDENTIALS, INC.	278237	04/10/2018	3/31/18	101.41.1100.413.30500	569.25
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.42.4000.421.50020	867.81
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.42.4200.423.50020	596.85
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.43.5000.441.50020	51.58
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.43.5100.442.50020	309.48
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.43.5200.443.50020	368.85
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.44.6000.451.50020	466.29
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.45.3000.419.50020	51.58
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	101.45.3300.419.50020	297.44
VERIZON WIRELESS	9800523734	04/10/2018	942147853-00001	101.42.4000.421.50020	570.22
VERIZON WIRELESS	9804176800	04/10/2018	942147853-00001	101.42.4000.421.50020	570.35
ZEE MEDICAL SERVICE	54113854	04/17/2018	4/10/18	101.42.4000.421.60065	390.20

Fund: 101 - GENERAL FUND

347,286.26

RIVER HEIGHTS CHAMBER OF COMMI	8726	04/10/2018	MARCH 2018	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMI	8726	04/10/2018	MARCH 2018	201.44.1600.465.30700	102.84
RIVER HEIGHTS CHAMBER OF COMMI	8726	04/10/2018	MARCH 2018	201.44.1600.465.40065	250.00
ST PAUL ARENA COMPANY, LLC	SPAC0002465	04/10/2018	MARCH 2018	201.44.1600.465.50025	200.00

Fund: 201 - C.V.B. FUND

4,433.99

CUSTARD, MELISSA	4/4/18	04/10/2018	REFUND SOFTBALL	204.207.2070300	30.93
CUSTARD, MELISSA	4/4/18	04/10/2018	REFUND SOFTBALL	204.44.0000.3470000	434.07
IGH SENIOR CLUB	4/3/18	04/17/2018	MARCH 2018	204.227.2271000	707.00
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	204.44.6100.452.50080	20.00
TRIDISTRICT COMMUNITY ED	1061	04/17/2018	4/16/17	204.44.6100.452.30700	22.50
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	204.44.6100.452.50020	51.58

Fund: 204 - RECREATION FUND

1,266.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21116407	04/17/2018	4/5/18	205.44.6200.453.40020	3,278.83
AEP ONSITE PARTNERS, LLC	419-21116407	04/17/2018	4/5/18	205.44.6200.453.40020	3,165.98
CAROL GARBER	3/29/18	04/17/2018	3/29/18	205.44.6200.453.40040	400.00
DALEY, ASHLEY	4/10/18	04/17/2018	REFUND - SWIM LESSONS	205.44.0000.3493501	65.00
EZ FITNESS SOLUTIONS, LLC	18-0002	04/17/2018	3/9/18	205.44.6200.453.40042	53.00
GERGES, REDA	4/6/18	04/17/2018	REFUND - SWIM LESSONS	205.44.0000.3493501	40.00
HUEBSCH SERVICES	4050037	04/17/2018	92965	205.44.6200.453.40040	59.79
HUEBSCH SERVICES	4050037	04/17/2018	92965	205.44.6200.453.40040	272.40
KURANISHI, MARIE	2/16/18	04/10/2018	REIMBURSE - NETA	205.44.6200.453.60018	118.00
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	205.44.6200.453.50080	20.00
MUNICI-PALS	2018 SPRING WORK	04/17/2018	2018 SPRING WORKSHOP	205.44.6200.453.50080	60.00
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	205.44.6200.453.50020	79.45
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	205.44.6200.453.50020	68.48
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	205.44.6200.453.50020	68.47
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	205.44.6200.453.50020	51.58
Fund: 205 - COMMUNITY CENTER					7,800.98
DAKOTA CTY COMM DEV AGENCY	3/20/18	04/10/2018	2018 PARTICIPATION FEE	290.45.3000.419.30700	6,934.00
SRF CONSULTING GROUP, INC	10329.00-6	04/10/2018	1/31/18	290.45.3000.419.30700	490.68
SRF CONSULTING GROUP, INC	10329.00-5	04/10/2018	12/31/17	290.45.3000.419.30700	930.00
Fund: 290 - EDA OPERATING					8,354.68
GROUNDWATER & ENVIRONMENTAL	813833	04/10/2018	3501784	291.45.3000.419.30700	3,200.00
Fund: 291 - EDA ACQUISITIONS					3,200.00
WELLS FARGO BANK	1553492	04/10/2018	INVE412AGOR	359.57.9000.570.90300	286.11
Fund: 359 - G.O. WATER REV REF 2012A					286.11
WELLS FARGO BANK	1553492	04/10/2018	INVE412AGOR	361.57.9000.570.90300	238.89
Fund: 361 - WATER REV REF 2012A					238.89
DAKOTA CTY PROP TAXATION & REC	SA020	04/10/2018	1416 SPECIAL ASSESSMENTS	399.57.9000.570.30700	6,513.60
Fund: 399 - CLOSED BOND FUND					6,513.60
EAGAN, CITY OF	MARCH 2018	04/10/2018	MARCH 2018	403.207.2070500	5,053.20
EAGAN, CITY OF	10/15/2004	04/10/2018	11388 AVERY DRIVE	403.207.2070500	1,618.00
EAGAN, CITY OF	FEBRUARY 2018 B	04/17/2018	FEBRUARY 2018	403.207.2070500	2,526.60
EAGAN, CITY OF	JANUARY 2018 B	04/17/2018	JANUARY 2018	403.207.2070500	5,053.20
EAGAN, CITY OF	OCTOBER 2017 B	04/17/2018	OCTOBER 2017	403.207.2070500	4,874.60
Fund: 403 - WATER CONNECTION FUND					19,125.60
METROPOLITAN COUNCIL	MARCH 2018	04/10/2018	MARCH 2018	404.217.2170000	17,221.05
Fund: 404 - SEWER CONNECTION FUND					17,221.05
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Fire Stat	04/17/2018	Legal	434.42.4200.423.30420	373.50
Fund: 434 - 2014 IMPROVEMENT FUND					373.50
BARR ENGINEERING COMPANY	23190328.17-7	04/17/2018	2017 PROJECT REVIEWS	437.44.5900.737.30300	637.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Heritage	04/17/2018	Legal	437.44.5900.737.30420	3,553.05
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Rosemo	04/17/2018	Legal	437.44.5900.737.30420	96.00
STEVENS ENGINEERS INC	11415	04/17/2018	3/31/18	437.44.5900.737.30300	22,826.26
Fund: 437 - 2017 IMPROVEMENT FUND					27,112.31
KIMLEY-HORN & ASSOCIATES, INC.	10949809	04/17/2018	160509034.3	438.73.5900.738.30300	13,319.93
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 #1805-lr	04/17/2018	Legal	438.73.5900.738.30420	42.50
Fund: 438 - 2018 IMPROVEMENT FUND					13,362.43
AMERICAN ENGINEERING TESTING, INC	98798	04/17/2018	KIM007	440.74.5900.740.30300	7,998.30
BRAUN INTERTEC CORPORATION	B117175	04/17/2018	B1711735	440.74.5900.740.30300	2,829.30
BRAUN INTERTEC CORPORATION	B122131	04/17/2018	B1711735	440.74.5900.740.30300	1,268.75
EVERGREEN LAND SERVICES	00-11933	04/17/2018	3/19/18	440.74.5900.740.30300	320.00
FINANCE & COMMERCE, INC.	743671403	04/17/2018	10025798	440.74.5900.740.50025	251.04
FINANCE & COMMERCE, INC.	743671404	04/17/2018	10025798	440.74.5900.740.50025	248.62
KIMLEY-HORN & ASSOCIATES, INC.	10910908	04/17/2018	160509021.3	440.74.5900.740.30300	9,815.58
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 #1509D	04/17/2018	Legal	440.74.5900.740.30420	1,571.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Minneso	04/17/2018	Legal	440.74.5900.740.30420	55.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					24,357.59
BOLTON & MENK, INC.	0213217	04/10/2018	T18.112733	446.74.5900.746.30300	1,557.50
BOLTON & MENK, INC.	0214894	04/17/2018	T.18108658	446.74.5900.746.30300	1,565.00
BOLTON & MENK, INC.	0214349	04/17/2018	T18.112733	446.74.5900.746.30300	1,684.00
BOLTON & MENK, INC.	0214350	04/17/2018	T18.113208	446.74.5900.746.30300	1,560.00
BOLTON & MENK, INC.	0215425	04/17/2018	T18.108658	446.74.5900.746.30300	975.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOLTON & MENK, INC.	0215426	04/17/2018	T18.112733	446.74.5900.746.30300	725.00
DCA TITLE	44202	04/17/2018	20-84500-01-010	446.74.5900.746.30300	100.00
EVERGREEN LAND SERVICES	00-11906	04/17/2018	1/4/18	446.74.5900.746.30700	1,120.00
EVERGREEN LAND SERVICES	00-11932	04/17/2018	3/19/18	446.74.5900.746.30700	1,600.00
G.F. JEDLICKI, INC.	PAY VO. NO. 7	04/17/2018	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	40,764.95
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 #1513-lr	04/17/2018	Legal	446.74.5900.746.30420	40.50
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 #1724 6	04/17/2018	Legal	446.74.5900.746.30420	8,982.26
METRO LEGAL SERVICES INC	3083721	04/17/2018	81000.09079	446.74.5900.746.30300	940.00
WENCK ASSOCIATES, INC.	11801243	04/17/2018	B3619-0003	446.74.5900.746.30300	1,016.37
Fund: 446 - NW AREA					62,630.58
BARR ENGINEERING COMPANY	23190218.00-261	04/10/2018	1/29/18	451.75.5900.751.30700	685.50
BARR ENGINEERING COMPANY	23190218.00-263	04/10/2018	3/21/18	451.75.5900.751.30700	874.00
MESSERLI & KRAMER, P.A.	349124	04/10/2018	CASE NO. 22369-00003	451.75.5900.751.30700	5,000.00
Fund: 451 - HOST COMMUNITY FUND					6,559.50
DAKOTA CTY PROP TAXATION & REC	2017 TIF MAINT.	04/10/2018	2017 TIF MAINT. INV.	453.57.9000.570.30700	10,921.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					10,921.00
CITY OF BLOOMINGTON	1800055	04/10/2018	3/30/18	501.50.7100.512.30700	420.00
CORE & MAIN LP	I592614	04/10/2018	099872	501.50.7100.512.60016	673.82
CORE & MAIN LP	I598399	04/10/2018	099872	501.50.7100.512.40043	4,217.77
CORE & MAIN LP	I602125	04/10/2018	099872	501.50.7100.512.40043	1,964.40
GOODIN COMPANY	02264418-00	04/10/2018	1001619	501.50.7100.512.60016	8.26
HACH COMPANY	10878135	04/10/2018	255136	501.50.7100.512.60019	2,435.24
HAWKINS, INC.	4249542	04/10/2018	108816	501.50.7100.512.60019	6,872.03
MN DEPT OF HEALTH	4/13/18	04/17/2018	EXAM MARK SLOAN	501.50.7100.512.50080	23.00
MN DEPT OF HEALTH	4/13/18 B	04/17/2018	JOEL JACKSON EXAM	501.50.7100.512.50080	23.00
MN GLOVE & SAFETY, INC.	308233	04/10/2018	CTINVE	501.50.7100.512.60045	39.99
NRG ENERGY INC	000856897340	04/17/2018	008000132271	501.50.7100.512.40020	2,302.59
STANTEC CONSULTING SERVICES INC	I336856	04/17/2018	92607	501.50.7100.512.30300	2,730.00
TYLER TECHNOLOGIES, INC	025-219109	04/10/2018	41443	501.50.7100.512.70440	1,090.00
VALLEY-RICH CO, INC	25408	04/10/2018	R180192	501.50.7100.512.40046	3,703.28
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	501.50.7100.512.50020	383.38
VESSCO INC	72535	04/17/2018	13641	501.50.7100.512.40042	1,438.58
VESSCO INC	72683	04/17/2018	13641	501.50.7100.512.40042	38.11
Fund: 501 - WATER UTILITY FUND					28,363.45
MPCA	4/9/18	04/17/2018	CLASS SC TEST - MATTHEW JOHNS	502.51.7200.514.50080	45.00
TYLER TECHNOLOGIES, INC	025-219109	04/10/2018	41443	502.51.7200.514.70440	1,090.00
Fund: 502 - SEWER UTILITY FUND					1,135.00
ADIDAS AMERICA INC.	6175119383	04/17/2018	32354001	503.52.8200.523.76200	46.15
CLEVELAND GOLF/SRIXON	5324652	04/16/2018	10971	503.52.8200.523.76350	89.80
MTI DISTRIBUTING CO	1156613-01	04/10/2018	402307	503.52.8600.527.40042	77.15
MTI DISTRIBUTING CO	1157473-00	04/10/2018	402307	503.52.8600.527.40042	103.15
MTI DISTRIBUTING CO	1157740-00	04/10/2018	402307	503.52.8600.527.40042	328.94
SOUTH BAY DESIGN	040118	04/16/2018	INVERWOOD	503.52.8500.526.50025	255.00
SWANNIES FOOTWEAR, LLC	INV000455	04/17/2018	2/8/18	503.52.8200.523.76200	678.00
TDS METROCOM	4/13/18 651 457 3667	04/17/2018	651 457 3667	503.52.8500.526.50020	49.71
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	503.52.8500.526.50020	205.15
Fund: 503 - INVER WOOD GOLF COURSE					1,833.05
EHLERS AND ASSOCIATES, INC.	76426	04/10/2018	3/12/18	511.50.7100.512.30150	780.00
EHLERS AND ASSOCIATES, INC.	76621	04/17/2018	4/10/18	511.50.7100.512.30150	1,710.00
Fund: 511 - NWA - WATER					2,490.00
EHLERS AND ASSOCIATES, INC.	76426	04/10/2018	3/12/18	512.51.7200.514.30150	780.00
EHLERS AND ASSOCIATES, INC.	76621	04/17/2018	4/10/18	512.51.7200.514.30150	1,710.00
Fund: 512 - NWA - SEWER					2,490.00
AMERICAN FLAGPOLE & FLAG CO	138309	04/17/2018	3/29/18	603.00.5300.444.40040	139.90
EHLERS AND ASSOCIATES, INC.	76427	04/10/2018	3/12/18	603.00.5300.444.70600	120.00
EMERGENCY APPARATUS MAINTENANCE	98422	04/18/2018	2/12/18	603.00.5300.444.40041	2,924.83
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW040418-1	04/17/2018	4/4/18	603.00.5300.444.40041	11.31
GRAINGER	9735512130	04/17/2018	806460150	603.00.5300.444.60012	28.32
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	603.00.5300.444.60012	84.75
INVER GROVE FORD	5250101	04/17/2018	3/29/18	603.00.5300.444.40041	100.82
KIMBALL MIDWEST	6238843	04/17/2018	222006	603.00.5300.444.60012	916.89
MACQUEEN EMERGENCY GROUP	W00501	04/17/2018	INVER003	603.00.5300.444.40041	1,129.55
MANSFIELD OIL COMPANY	756706	04/17/2018	23866-01-756706	603.140.1450060	5,695.48
MANSFIELD OIL COMPANY	756708	04/17/2018	23866-02-756708	603.140.1450060	10,397.69
METRO JANITORIAL SUPPLY INC	11014758	04/17/2018	3/26/18	603.00.5300.444.60012	259.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MID CITY SERVICES, INC.	74510	04/17/2018	3/30/18	603.00.5300.444.40065	45.75
MTI DISTRIBUTING CO	1155293-00	04/17/2018	91180	603.00.5300.444.40041	364.62
NORTH AMERICAN TRAILER SALES	0304128116	04/17/2018	10095	603.00.5300.444.40041	191.48
NUSS TRUCK AND EQUIPMENT	7117140P	04/17/2018	38679B	603.00.5300.444.40041	115.92
O' REILLY AUTO PARTS	1767-319315	04/17/2018	1578028	603.140.1450050	30.94
O' REILLY AUTO PARTS	1767-319318	04/17/2018	1578028	603.140.1450050	25.94
O' REILLY AUTO PARTS	1767-319381	04/17/2018	1578028	603.00.5300.444.40041	108.11
O' REILLY AUTO PARTS	1767-319484	04/17/2018	1578028	603.00.5300.444.40041	114.60
O' REILLY AUTO PARTS	1767-319485	04/17/2018	1578028	603.00.5300.444.40041	117.68
O' REILLY AUTO PARTS	1767-320642	04/17/2018	1578028	603.00.5300.444.60012	65.44
O' REILLY AUTO PARTS	1767-320647	04/17/2018	1578028	603.00.5300.444.60012	9.99
O' REILLY AUTO PARTS	1767-320677	04/17/2018	1578028	603.00.5300.444.60040	14.22
O' REILLY AUTO PARTS	1767-320711	04/17/2018	1578028	603.140.1450050	65.21
O' REILLY AUTO PARTS	1767-320837	04/17/2018	1578028	603.00.5300.444.40041	12.30
O' REILLY AUTO PARTS	1767-320643	04/17/2018	1578028	603.00.5300.444.60012	(1.57)
POMP'S TIRE SERVICE, INC.	980046733	04/17/2018	4502557	603.140.1450050	1,330.20
POMP'S TIRE SERVICE, INC.	980046735	04/17/2018	4502557	603.00.5300.444.60014	688.26
POMP'S TIRE SERVICE, INC.	980046784	04/17/2018	4502557	603.00.5300.444.40041	61.50
POMP'S TIRE SERVICE, INC.	980047019	04/17/2018	4502557	603.00.5300.444.60014	150.00
PUMP AND METER SERVICE INC	28758-1	04/17/2018	494500	603.00.5300.444.40040	197.08
TOWMASTER TRAILERS INC	402205	04/17/2018	2946	603.00.5300.444.40041	2,888.00
UNIFIRST CORPORATION	090 0413118	04/16/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0413118	04/16/2018	1051948	603.00.5300.444.60045	41.52
UNIFIRST CORPORATION	090 0414213	04/17/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0414213	04/17/2018	1051948	603.00.5300.444.60045	39.67
VERIZON WIRELESS	9804124147	04/10/2018	Telephone	603.00.5300.444.50020	110.38

Fund: 603 - CENTRAL EQUIPMENT
28,937.01

INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	604.00.2200.416.60005	290.26
INNOVATIVE OFFICE SOLUTIONS	SUM-038888	04/17/2018	S28777	604.00.2200.416.60010	2,194.65
NEOPOST USA INC	15359207	04/10/2018	40333118	604.00.2200.416.60010	40.50
US BANK	354152233	04/16/2018	923425	604.00.2200.416.40050	2,555.00

Fund: 604 - CENTRAL STORES
5,080.41

AEP ONSITE PARTNERS, LLC	419-21116407	04/17/2018	4/5/18	605.00.7500.460.40020	1,978.27
CULLIGAN	3/31/18 157-9850302	04/17/2018	157-98503022-8	605.00.7500.460.60011	69.05
LONE OAK COMPANIES	78103	04/17/2018	3/28/18	605.00.7500.460.50035	379.53
LONE OAK COMPANIES	4/10/18	04/17/2018	UTILITY BILLING	605.00.7500.460.50035	1,564.00
MAILFINANCE	N7066246	04/10/2018	3/24/18	605.00.7500.460.40044	825.00
MAS COMMUNICATIONS	180300050101	04/17/2018	1010	605.00.7500.460.40040	48.20
US POSTMASTER	4/16/18 #PD 95009-01	04/17/2018	POSTAGE DUE REQUEST PERMIT	605.00.7500.460.50035	100.00

Fund: 605 - CITY FACILITIES
4,964.05

CDW GOVERNMENT INC	MFQ9052	04/16/2018	2394832	606.00.1400.413.60042	3,287.28
HARRIS COMPUTER SYSTEMS	CT036701	04/10/2018	INV1100	606.00.1400.413.80620	7,755.00

Fund: 606 - TECHNOLOGY FUND
11,042.28

BARR ENGINEERING COMPANY	23190218.00-261	04/10/2018	1/29/18	702.229.2282601	875.00
BARR ENGINEERING COMPANY	23190218.00-261	04/10/2018	1/29/18	702.229.2283801	315.00
BARR ENGINEERING COMPANY	23190218.00-261	04/10/2018	1/29/18	702.229.2293002	1,352.00
BARR ENGINEERING COMPANY	23190218.00-262	04/10/2018	2/5/18	702.229.2282601	1,206.00
BARR ENGINEERING COMPANY	23190218.00-262	04/10/2018	2/5/18	702.229.2293002	9,138.00
BARR ENGINEERING COMPANY	23190218.00-263	04/10/2018	3/21/18	702.229.2282601	306.00
BARR ENGINEERING COMPANY	23190218.00-263	04/10/2018	3/21/18	702.229.2293002	13,044.50
CULLIGAN	4/18/18 157-9847324	04/17/2018	157-98473242-8	702.229.2286300	61.30
CUSTOM CHRISTMAS LIGHTING	16453 B	04/17/2018	2017 LIGHTING RENEWAL	702.229.2307200	695.00
EMMONS & OLIVIER RESOURCES	00095-0056-16	04/17/2018	00095-0056	702.229.2282202	264.25
EMMONS & OLIVIER RESOURCES	00095-0058-1	04/17/2018	00095-0058	702.229.2292502	2,396.00
INVER GROVE CHIROPRACTIC	8/15/17	09/27/2017	ESCROW REFUND	702.229.2287001	756.23
ISD #199	3/29/18 B	04/10/2018	ESCROW ACCOUNT RELEASE	702.229.2303801	5,252.88
ISD #199	3/29/18 B	04/10/2018	ESCROW ACCOUNT RELEASE	702.229.2304801	2,979.88
JAEGER CONSTRUCTION	4/9/18	04/17/2018	ESCROW REFUND	702.229.2297501	979.87
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Blacksto	04/17/2018	Legal	702.229.2282202	399.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	96.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	100.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	224.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	136.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Forfeitur	04/17/2018	Legal	702.229.2291000	24.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Industria	04/17/2018	Legal	702.229.2290902	35.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Inver Gr	04/17/2018	Legal	702.229.2300402	46.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Kamish I	04/17/2018	Legal	702.229.2283801	133.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Kreck S\	04/17/2018	Legal	702.229.2291501	44.50
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 McDona	04/17/2018	Legal	702.229.2287002	50.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Pine Ber	04/17/2018	Legal	702.229.2293002	6,951.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Police-F	04/17/2018	Legal	702.229.2291000	304.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Robert C	04/17/2018	Legal	702.229.2285901	1,513.00
LEVANDER, GILLEN & MILLER P.A.	81000E 3/18 Wasatch	04/17/2018	Legal	702.229.2284802	55.00
MWF PROPERTIES	4/4/18	04/10/2018	ESCROW BALANCE	702.229.2291302	2,477.00
NEWMAN SIGNS INC	TI-0317375	04/17/2018	INV002	702.229.2296102	1,332.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR175228	04/17/2018	0014302	702.229.2291000	250.00
WENCK ASSOCIATES, INC.	11801623	04/17/2018	B3619-0006	702.229.2293402	1,185.70
Fund: 702 - ESCROW FUND					55,013.11
Grand Total					702,392.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 5 (Final) – Bid Package 2 – East Rink Floor Project – City Project 2017-05

Meeting Date: April 23, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #5 (Final) for Bid Package #2 for the East Rink Floor Project to Becker Arena Products Inc. in the amount of \$5,697.44. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

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

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

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 1 (Change Order #1)	Credit for Butterfly Valve & Liquidated Damages	(\$7,321)
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 2 (Change Order #2)	Glass Railing Code Issue	\$5,475.75
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$41,451.27
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$730,479.00

Note:

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



Application Period:

ENGINEERS • PLANNERS • SURVEYORS

To (Owner):

City of Inver Grove Heights

Project:

Veterans Memorial Community Center: Bid Package 2 -
East Rink Dasher Board Renovation

Owner's Contract No.:

Contractor's Project No.:

Engineer's Proj No.:

900-16-269

Approved Change Orders			
Number	Additions	Deductions	
1	\$3,072.98		
2	\$5,475.75		
TOTALS	\$8,548.73		
NET CHANGE BY CHANGE ORDERS			\$8,548.73

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

Contractor's Certification

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

Payment of:

5,697.44

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of:

5,697.44

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

N/A

	N/A	Funding Agency (if applicable)
1. What is the title of the project?		
2. What is the purpose of the project?		
3. What are the goals of the project?		
4. What are the objectives of the project?		
5. What are the expected outcomes of the project?		
6. What are the potential risks of the project?		
7. What are the potential benefits of the project?		
8. What are the potential impacts of the project?		
9. What are the potential challenges of the project?		
10. What are the potential opportunities of the project?		
11. What are the potential lessons learned from the project?		
12. What are the potential next steps for the project?		
13. What are the potential stakeholders of the project?		
14. What are the potential partners of the project?		
15. What are the potential sponsors of the project?		
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80. What are the potential funders of the project?		
81. What are the potential beneficiaries of the project?		
82. What are the potential supporters of the project?		
83. What are the potential advocates of the project?		
84. What are the potential champions of the project?		
85. What are the potential mentors of the project?		
86. What are the potential advisors of the project?		
87. What are the potential consultants of the project?		
88. What are the potential vendors of the project?		
89. What are the potential contractors of the project?		
90. What are the potential subcontractors of the project?		
91. What are the potential suppliers of the project?		
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95. What are the potential sponsors of the project?		
96. What are the potential funders of the project?		
97. What are the potential beneficiaries of the project?		
98. What are the potential supporters of the project?		
99. What are the potential advocates of the project?		
100. What are the potential champions of the project?		
101. What are the potential mentors of the project?		
102. What are the potential advisors of the project?		
103. What are the potential consultants of the project?		
104. What are the potential vendors of the project?		
105. What are the potential contractors of the project?		
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110. What are the potential partners of the project?		
111. What are the potential sponsors of the project?		
112. What are the potential funders of the project?		
113. What are the potential beneficiaries of the project?		
114. What are the potential supporters of the project?		
115. What are the potential advocates of the project?		
116. What are the potential champions of the project?		
117. What are the potential mentors of the project?		
118. What are the potential advisors of the project?		
119. What are the potential consultants of the project		

N/A	(Date)
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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO CONTRACTOR:

Stevens Engineering
2211 O'Neil Road
Hudson WI 54016
FROM SUB-CONTRACTOR:
BECKER ARENA PRODUCTS INC
6611 WEST HWY 13
SAVAGE MN 55378
CONTRACT FOR: Dasherboards

PROJECT:

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

APPLICATION NO:

PERIOD TO: Dec 30, 2017

Distribution to:

☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

PROJECT NOS.: 900-16-269

CONTRACT DATE: 4/25/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	105,400.00
2. Net change by Change Orders	\$	\$8,548.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	113,948.73
4. TOTAL COMPLETED & STORED TO DATE	\$	\$113,948.73
(Column G on G703)		
5. RETAINAGE:		
a. <u>5</u> % of Completed Work \$	0.00	
(Columns D + E on G703)		
b. <u> </u> % of Stored Material \$		
(Columns D + E on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column I of G703)	\$	-
6. TOTAL EARNED LESS RETAINAGE	\$	\$113,948.73
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	108,251.29
8. CURRENT PAYMENT DUE		\$5,697.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	-
(Line 3 less Line 6)		

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

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

CONTRACTOR

By: 

Date: 12/6/17

State of: MN

County of: SWH

Subscribed and sworn to before

me this 6th day of Dec, 2017



Notary Public: Nancy Gustina

My Commission expires: 1/31/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

By: _____ Date: _____

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



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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

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

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

APPLICATION NO: 4

APPLICATION DATE: 12/6/2017

PERIOD TO: 12/30/2017

ARCHITECT'S PROJECT NO: 900-16-269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)		
1	Dashboards	\$82,205.00				\$82,205.00	100%	\$0.00	\$0.00
2	Removal	\$4,180.00				\$4,180.00	100%	\$0.00	\$0.00
3	Installation	\$12,004.74				\$12,004.74	100%	\$0.00	\$0.00
4	Accessories	\$7,010.26				\$7,010.26	100%	\$0.00	\$0.00
5	Change order	\$924.22				\$924.22	100%	\$0.00	\$0.00
6	Change order	\$2,148.76				\$2,148.76	100%	\$0.00	\$0.00
7	Change order	\$5,475.75				\$5,475.75	100%	\$0.00	\$0.00
		\$113,948.73	\$0.00	\$0.00	\$0.00	\$113,948.73		\$0.00	\$0.00



LE VANDER, GILLEN & MILLER, P.A.

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCauley NASON
AARON PRICE
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Kenneth Rohlf, City Attorneys
DATE: April 23, 2018
RE: Purchase of Property from Albert J. Kramer

Section 1. Background. The Council will consider approval of a Purchase Agreement with Albert J. Kramer ("Kramer"). The property owned by Kramer is located at 4301 64th Street East, Inver Grove Heights, Minnesota ("Property"). The City's vision for Heritage Village Park as articulated in both the Heritage Village Park on the Mississippi Master Plan as well as the 2012 Heritage Village Park Master Plan require the inclusion of certain properties currently owned by private landowners as part of the plan for Heritage Village Park. To facilitate the construction of Heritage Village Park, the City must acquire fee title to the entirety of the Property. The City has had numerous discussions with Kramer about the acquisition of the Property and the two parties have recently reached agreement on the terms of a purchase agreement for the acquisition of the Property subject to the review and approval of the City Council. Below are the salient provisions of the Purchase Agreement for the acquisition of the Property by the City.

Section 2. Salient Provisions.

The salient provisions of the Purchase Agreement are as follows:

1. The City will be acquiring the entirety of the Property.
2. The Purchase Price paid to Kramer for the Property is \$420,000.00 allocated as follows:

Land and Building	\$ 270,000.00
Price differential payment	\$ 99,000.00
Moving Expenses	\$ 41,000.00
Closing Costs	\$ 10,000.00
Total	\$ 420,000.00

3. The purchase includes the lands and the buildings located on the Property.
4. The Purchase Price will be paid at Closing.
5. The Closing will occur on May 16, 2018.
6. Kramer acknowledges that the payment of the Purchase Price includes a payment of \$150,000.00 for Relocation Benefits. The \$150,000.00 payment for Relocation Benefits is comprised of \$99,000.00 for the price differential¹, \$41,000.00 in Moving Expenses based upon bids and \$10,000.00 in Closing Costs.
7. In consideration of the \$150,000.00 paid by the City for Relocation Benefits, Kramer has agreed to waive any additional relocation benefits he may be entitled to receive as part of the acquisition of the Property.
8. Prior to and as a condition of closing, Kramer will sign a Waiver and Release Agreement, whereby Kramer agrees to forever waive, release and covenant not to sue the City with respect to any claims that Kramer may have to receive any additional relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Uniform Relocation Assistance Act or under Minnesota law.
9. Kramer will deliver a Warranty Deed.
10. Real Estate taxes payable in the year 2018 will be prorated as of the Closing Date.
11. At Closing, Kramer will pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2018 and thereafter; and Kramer will pay the principal amount relating to any pending special assessments.
12. The City is responsible to close and seal any wells that may be discovered at the Property at the City's expense.
13. Kramer is responsible for the cost to properly remove any underground tanks that may be found on the Property.
14. Kramer is responsible to remove any sewage treatment system or tank that may be found on the Property at Kramer's expense pursuant to state and county regulations.
15. Kramer is responsible for utilities until the Possession Date. Kramer will pay trash collection fees and all telephone fees until the Possession Date.
16. Kramer will pay all mortgages, judgments, liens and/or tax liens that exist against the Property as of the Closing Date.

¹ The price differential is the amount by which the cost of a comparable replacement dwelling exceeds the amount paid for the existing dwelling.

17. The City will pay the state deed tax.
18. The City will pay all closing fees for Closing at the title company.
19. Kramer will pay for the cost of recording all documents necessary to place record title in the condition warranted by Kramer in this Agreement and the City will pay for the cost of recording the Warranty Deed and all other documents.
20. The City will pay for the title commitment and the title insurance premium.
21. Closing is contingent upon standard contingencies related to title, environmental, structural, engineering, geological and legal evaluation.
22. After Closing, Kramer will occupy the Property under an Occupancy Agreement with the City.
 - a. Kramer will be permitted to occupy the Property rent free during the term of the Occupancy Agreement;
 - b. The Occupancy Agreement will terminate on, or before, July 31, 2018;
 - c. Kramer will pay utilities during the term of the Occupancy Agreement;
 - d. The City will pay real estate taxes during the term of the Occupancy Agreement;
 - e. Kramer will insure the Property in the amount of \$500,000 during the term of the Occupancy Agreement.
 - f. Kramer is responsible for any and all damages that may occur to the Property during the term of the Occupancy Agreement that are not covered by insurance.
23. Prior to July 31, 2018, Kramer will remove certain personal property and those fixtures specifically identified in the Purchase Agreement; namely: All personal property located at the Property including appliances (refrigerators (2), freezer, stove, double oven, dishwasher, trash compactor), any vehicles and/or vehicle parts located upon the Property, any equipment and/or equipment parts located upon the Property, all machinery and machinery parts located upon the Property, any concrete rubble, timbers and lumber pieces, all vehicle tires, all rubbish and junk, all canisters, bottles, containers and cans, all chemicals, petroleum, solvents, oil, cleaning materials and cleaning fluids, paints, all furniture, all electronic devices including telephones, televisions, cable antennas and satellite dishes, dumpsters and trash receptacles, kitchen cabinets, stainless steel range hood, ceiling fans, light fixtures, bath fixtures, furnaces, water heater, and water softener (hereinafter the "Excluded Items").
24. Kramer is responsible for all costs and expenses associated with removing the Excluded Items from the Property. The Excluded Items must be removed by Kramer no later than July 31, 2018.

Section 3. Council Action. The City Council is asked to consider approval of the attached Resolution approving the Purchase Agreement for the acquisition of the Kramer Property by the City.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE
CITY OF INVER GROVE HEIGHTS AND ALBERT J. KRAMER RELATING TO THE
PURCHASE OF PROPERTY LOCATED AT 4301 64TH STREET EAST, INVER
GROVE HEIGHTS, MINNESOTA IDENTIFIED AS DAKOTA COUNTY
TAX IDENTIFICATION NUMBER 20-36500-31-070**

WHEREAS, Albert J. Kramer owns real property located at 4301 64th Street East, Inver Grove Heights, Minnesota ("Property"), identified as Dakota County Tax Identification No. 20-36500-31-070 and legally described in the Purchase Agreement attached hereto as Exhibit A ("Kramer Property"); and

WHEREAS, the City's vision for Heritage Village Park as articulated in both the Heritage Village Park on the Mississippi Master Plan as well as the 2012 Heritage Village Park Master Plan require the inclusion of certain properties currently owned by private landowners as part of the plan for Heritage Village Park; and

WHEREAS, to facilitate construction of Heritage Village Park, the City must acquire fee title to the entirety of the Kramer Property; and

WHEREAS, the City has had numerous discussions with Kramer about the acquisition of the Kramer Property and the two parties have reached agreement on the terms of a purchase agreement for the acquisition of the Kramer Property subject to the review and approval of the City Council; and

WHEREAS, the City and Albert J. Kramer have negotiated the attached Purchase Agreements for the sale of the Kramer Property by Albert J. Kramer to the City for the purchase price of \$420,000.00; and

WHEREAS, the payment of the Purchase Price includes a payment of \$150,000.00 for Relocation Benefits which sum is comprised of \$99,000.00 for the price differential¹, \$41,000.00 in Moving Expenses based upon bids and \$10,000.00 in Closing Costs.; and

WHEREAS, in consideration of the \$150,000.00 paid by the City for Relocation Benefits, Kramer has agreed to waive any additional relocation benefits he may be entitled to

¹ The price differential is the amount by which the cost of a comparable replacement dwelling exceeds the amount paid for the existing dwelling.

receive pursuant to the Uniform Relocation Assistance Act or under Minnesota law as part of the acquisition of the Property; and

WHEREAS, as a condition of closing, Kramer will sign a Waiver and Release Agreement, agreeing to forever waive, release and covenant not to sue the City with respect to any claims that Kramer may have to receive any additional relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Uniform Relocation Assistance Act or under Minnesota law; and

WHEREAS, the City and Kramer intend for the acquisitions to be closed on May 16, 2018; and

WHEREAS, under the terms of an Occupancy Agreement, Kramer will be allowed to occupy the Kramer Property until July 31, 2018; and

WHEREAS, the Memorandum to Council of even date herewith sets forth the salient provisions of the Purchase Agreement; and

WHEREAS, attached to this Resolution as Exhibit A is the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council:

1. The City Council hereby approves the attached Purchase Agreement with Albert J. Kramer for acquisition of the Kramer Property for the purchase price of \$420,000.00; which sum includes \$150,000.00 in Relocation Benefits.
3. The Mayor and City Clerk are authorized to sign the Purchase Agreement attached hereto and incorporated herein as Exhibit A.
4. The City Council hereby directs City personnel and the City Attorney to perform those actions necessary to accomplish the acquisition of the Kramer Property pursuant to the terms of the Purchase Agreement.
5. Pursuant to Minnesota Statutes § 462.356, Subd. 2, the Council, by at least a two-thirds vote of all its members, hereby determines that the purchase of the Real Property has no relationship to the City's Comprehensive Plan and therefore, the Council dispenses with the requirement that the acquisition of the Real Property be first considered by the Planning Commission for consistency with the municipal comprehensive plan.

Passed this 23rd day of April, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A
Purchase Agreement

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this ____ day of _____, 2018, by and between **Albert J. Kramer**, a single person (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property generally located at 4301 64th Street East, Inver Grove Heights, MN 55076 [Dakota County Property Identification Number Tax No. 20-36500-31-070] legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any fixtures identified on **Exhibit A-1** to the extent owned by Seller and currently located on the Property (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").
2. **Excluded Items.** The personal property and those fixtures specifically identified on **Exhibit B** attached hereto shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale (hereinafter the "Excluded Items"). **The Excluded Items must be removed by Seller no later than July 31, 2018.** Seller is responsible for all costs and expenses associated with removing the Excluded Items from the Property. Buyer shall not be responsible for any costs or expenses associated with the removal of the Excluded Items from the Property.
3. **Purchase Price.** Subject to Section 7, at Closing, Buyer will pay Seller Four Hundred Twenty Thousand Dollars (**\$420,000.00**) ("**Purchase Price**") allocated as follows:

Land and Building	\$ 270,000.00
Price differential payment	\$ 99,000.00
Moving Expenses	\$ 41,000.00
Closing Costs	<u>\$ 10,000.00</u>
Total	\$ 420,000.00

4. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller is eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller shall forever waive, release and covenant not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services,

relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in this Purchase Agreement. Seller acknowledges that Seller will make such waiver, release and covenant not to sue of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller is entitled.

Prior to and as a condition of closing, Seller will be required to sign a **Waiver and Release Agreement**, the form of which is attached hereto as **Exhibit C**. Buyer has arranged for a relocation consultant to meet with the Seller prior to closing. The relocation consultant has determined the amount of relocation benefits for which Seller would be eligible.

5. **Date and Location of Closing.** The Date of Closing or Closing Date for the Property shall be **May 16, 2018**. The Closing shall occur at DCA Title located at 750 Main St #208, Mendota Heights, MN 55118 (hereafter "Title Company").
6. **Possession Date.** Seller shall deliver possession of the Property to the Buyer in accordance with the Occupancy Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit D**, on, or before, July 31, 2018; (the "**Possession Date**")
7. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of **Four Hundred Twenty Thousand Dollars (\$420,000.00)** shall be payable by Buyer to Seller as provided in Section 3 hereof on the Closing Date in the form of wire transfer or certified check from the Buyer.
8. **Environmental Investigation.** Seller shall provide all documents and written information in Seller's exclusive possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain additional environmental information necessary for Buyer to complete its due diligence with respect to the Property in order to satisfy Buyer as to the environmental condition of the Property. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property. Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of any Phase I or Phase II Environmental Site Assessment as well as any additional investigation of the Property are reasonably acceptable to the Buyer.
9. **Moving Costs.** As provided in Section 3 hereof, Seller shall be entitled to Moving Costs of \$41,000.00 (*based upon moving bids*) to move Seller's personal property or possessions as part of this transaction.

10. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date free of any liens and encumbrances.
11. **Warranty Deed and Quit Claim Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the “**Permitted Encumbrances**”):
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) Utility easements and road easements existing at the date hereof, which do not interfere with the existing use of the Property.
12. **Real Estate Taxes.** On or before the Date of Closing, Seller hereby agrees to pay all real estate taxes that are delinquent or that exist as a lien against the Property as of the Date of Closing. Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing. Buyer shall be responsible for the payment of all real estate taxes levied against the Property after Closing.
13. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2018 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.
14. **Title.** After acceptance of this Agreement, Buyer, at Buyer’s cost, shall immediately obtain a Commitment of Title Insurance in the amount of \$300,000.00 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 30 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty (20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 30 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and

exclusive remedy for breach of this Agreement by Buyer shall be cancellation of this Agreement. In the event of any default by Seller, Buyer's exclusive remedies shall be (1) termination of this Agreement or (2) to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. Buyer shall pay the title insurance commitment fee and the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

15. **Environmental Warranties.** Seller warrants that no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been placed, generated, treated, stored, released or disposed of, or otherwise deposited by Seller in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has any activity been undertaken on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law,

(ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants to Buyer that to Seller's knowledge, there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. Seller also warrants that there are no underground deposits which contain hazardous wastes or petroleum and that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that to the best of Seller's knowledge, no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind. Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that to the best of Seller's knowledge, no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that to the best of Seller's knowledge, the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

"Environmental Law" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, CERCLA, RCRA, MERLA, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

16. **Labor and Materials.** Seller warrants that as of the Possession Date there will be no labor or material furnished to the Property for which payment has not been made.
17. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
18. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.
19. **Wells and Tanks.** Seller represents that Seller is not aware of an existing water well on the Property. To the extent there is found to be an existing well on the Property that is not in use, the Buyer will be responsible to close and seal the well at Buyer's expense.

Seller represents that there are no underground tanks on the Property. To the extent there is found to be an underground tank on the Property, Seller will be responsible for the cost to properly remove the underground tank.
20. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property. To the extent there is found to be an existing sewage treatment system or tank of any sort on or serving the Property, the Seller will be responsible to remove the sewage treatment system or tank at Seller's expense pursuant to state and county regulations, it being agreed that Buyer has no such liability for any sewage treatment system or tank on or serving the Property.
21. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property before 1978. Attached hereto and made a part hereof as **Exhibit E** is a Lead Paint Addendum for Housing Constructed before 1978.
22. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.

23. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to the Date of Closing, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
- (a) any recorded easements to which the Property is subject;
 - (b) the status of any encumbrances and the marketability of title with respect to the Property;
 - (c) any physical encroachments on the Property;
 - (d) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.
24. **Removal of Personal Property.** Seller agrees that on or prior to the Possession Date, the Excluded Items, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense as provided in Section 2. On the Possession Date, Seller shall deliver to Buyer exclusive vacant possession of the Property. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative on the Date of Possession. Seller agrees that following the Possession Date, Buyer may dispose of any trash or personal property remaining on the Property, in Buyer's sole discretion, and that any such items shall, after the Possession Date, be considered abandoned. If the Seller fails to remove the items set forth in this Section on or prior to the Possession Date, the Buyer may remove the same and charge the Seller for the removal cost. Seller shall indemnify Buyer for a period of one (1) year with regard to claims of conversion brought with respect to personal property present on the Property on the Possession Date. **Subject to the required removal of personal property and debris described in this section and the Seller Warranties provided in Section 15 and Section 42, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that the inside of the building must be delivered in "swept clean" condition on the Possession Date.**
25. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer 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 reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to a breach of any of Seller's warranties made in Section 15 and Section 42 and of Seller's obligation to remove the Personal Property as provided in Section 24.
26. **Reserved for future use.**

27. **Acknowledgment of Fair Market Value.** Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.
28. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed or with other closing documents.
29. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
30. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.
31. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
32. **Date of Agreement.** All references in the Agreement to “the date of this Agreement” shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
34. **Time of Essence.** Time is of the essence in the closing of this transaction.
35. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.
36. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

37. **Closing Costs.**

- 37.1. **Utilities.** Seller shall be responsible for all utilities up to and including the Possession Date. Seller must pay trash collection fees. Seller must pay all telephone fees.
- 37.2. **State Deed Tax.** Upon delivery of the Warranty Deed, Buyer shall pay the state deed tax due on the Warranty Deed.
- 37.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 37.4. **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a closing fee shall be paid by Buyer.
- 37.5. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.

38. **Closing Documents.**

- 38.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:
- a.) A Warranty Deed in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.
 - b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no rights of first refusal, no options to purchase the Property, no unrecorded leases, no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.
 - d.) A Certificate signed by Seller warranting that Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I.
 - e.) Waiver and Release Agreement – Exhibit C;

- f.) Occupancy Agreement – Exhibit D;
- g.) Lead Paint Disclosure – Exhibit E;
- h.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances; and
- i.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

38.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

- a.) As provided in Section 3 hereof, a wire transfer or certified check in the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) to Seller;
- b.) Standard Affidavit of Buyer; and
- c.) Such other closing documents which the Seller may reasonably request.

39. **Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

City of Inver Grove Heights
 Attn: Eric Carlson, Parks and Recreation Director
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Albert J. Kramer
 4301 64th Street East
 Inver Grove Heights, MN 55076

40. **No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for

a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

41. **Sole Occupant.** Seller represents and warrants to Buyer that, as of the date of this Agreement, Seller, Seller's adult son, and Seller's daughter-in-law are the only occupants of the Property. Seller represents and warrants that, other than Seller there is no tenant on the Property and that there will be no other tenant on the Property on the Closing Date.
42. **Seller Warranties.** Seller represents and warrants to Buyer that, as of the date of Closing, there are no rights of first refusal on the Property, no options to purchase the Property, no unrecorded leases pertaining to the Property, no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property.
43. **Lease of Property after Closing.** From and after the Date of Closing, Seller shall be entitled to retain possession of the Property until the Possession Date in accordance with the terms and provisions of that certain Occupancy Agreement, attached hereto and incorporated herein by reference as Exhibit D.

[Remainder of page intentionally left blank]

SELLER:
ALBERT J. KRAMER

BUYER:
CITY OF INVER GROVE HEIGHTS

Albert J. Kramer

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

Lots 6 and 7, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota.

Abstract Property

EXHIBIT A-1
LIST OF FIXTURES INCLUDED WITH SALE

Any and all fixtures are included with the sale to the extent owned by Seller and currently located on the Property.

The items listed on Exhibit B (Excluded Items) are not included with the sale. Seller must remove the Excluded Items by the Possession Date which is July 31, 2018.

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraph 2 of the Purchase Agreement, the following personal property and those fixtures specifically listed on this Exhibit B shall be retained by the Seller and will be removed by the Seller by the Possession Date which is July 31, 2018, and will **not** be conveyed to Buyer as part of the sale:

1. Intentionally omitted.

2. All personal property located at the Property including appliances (refrigerators (2), freezer, stove, double oven, dishwasher, trash compactor except for those items specifically listed in Exhibit A-1.
3. Any vehicles and/or vehicle parts located upon the Property.
4. Any equipment and/or equipment parts located upon the Property.
5. All machinery and machinery parts located upon the Property.
6. Any concrete rubble, timbers and lumber pieces.
7. All vehicle tires.
8. All rubbish and junk.
9. All canisters, bottles, containers and cans.
10. All chemicals, petroleum, solvents, oil, cleaning materials and cleaning fluids, paints.
11. All furniture.
12. All electronic devices including telephones, televisions, cable antennas and satellite dishes.
13. Dumpsters and trash receptacles.
14. Kitchen cabinets
15. Stainless steel range hood
16. Ceiling fans
17. Light fixtures
18. Bath fixtures
19. Furnaces
20. Water heater
21. Water softener

EXHIBIT C
WAIVER AND RELEASE AGREEMENT

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT ("Agreement"), dated this _____ day of _____, 2018, is entered into by and between Albert J. Kramer, a single person, (hereinafter referred to as the "Owner") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "City").

I. RECITALS

- 1.01 City means City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner represents and warrants to Buyer that, as of the date of this Agreement, Owner, Owner's son and daughter-in-law are the only occupants of the Property. Owner represents and warrants that, other than Owner, there is no tenant on the Property and that there will be no other tenant on the Property on the Closing Date.
- 1.03 Owner owns property in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Number: 20-36500-31-070 and legally described on the attached Exhibit A ("Subject Property").
- 1.04 In consideration of One Hundred Fifty Thousand and no/100 dollars (\$150,000.00) provided as part of the \$420,000.00, Owner agrees to forever waive, release and covenant not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Uniform Relocation Assistance Act (the "Act") or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in the Purchase Agreement of even date herewith. Prior to any action by the City indicating intent to acquire the Subject Property, Owner requested that City acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the City in this matter.
- 1.05 Owner is eligible under the Act and/or Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.	
Relocation Services:	Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.	
Relocation Payments:	Estimated Price differential payment	\$ 99,000.00 ¹
	Moving costs	\$ 41,000.00
	Estimated Closing costs	<u>\$ 10,000.00</u>
	Total:	\$150,000.00

Relocation

Benefits: Relocation benefits would include all of the above. **(Relocation Assistance, Relocation Services and Relocation Payments).**

1.06 Owner specifically represents and agrees that they are entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the City, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of One Hundred Fifty Thousand and no/100 dollars (\$150,000.00) provided as part of the \$420,000.00 paid by City as the Purchase Price for Subject Property as provided in the Purchase Agreement and of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

¹ The price differential is the amount by which the cost of a comparable replacement dwelling exceeds the amount paid for the existing dwelling.

- 2.02 Owner, for good and valuable consideration of One Hundred Fifty Thousand and no/100 dollars (\$150,000.00) provided as part of the \$420,000.00 paid by City as the Purchase Price for Subject Property, the receipt and sufficiency of which is hereby acknowledged, hereby forever waives, releases and covenants not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in the Purchase Agreement of even date herewith.
- 2.03 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.04 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

[Remainder of page intentionally left blank]

OWNER:
ALBERT J. KRAMER

CITY:
CITY OF INVER GROVE HEIGHTS

Albert J. Kramer

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

By: _____
Timothy J. Kuntz, Attorney for the
City of Inver Grove Heights

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

I, Steven Carlson, being duly sworn, hereby confirm the following:

1. My business address is 1515 East 66th Street, Suite 104, Richfield, MN 55423.
2. I witnessed the execution of the foregoing agreement by the Owner.
3. I was not personally involved in the acquisition of the Subject Property by the City of Inver Grove Heights from the Owner.
4. I did explain, on behalf of the City, the contents of the foregoing Waiver and Release Agreement to the Owner. The explanation was conducted in an understandable manner. The Owner appeared to understand the terms and conditions of the foregoing agreement.
5. To the best of my information and belief, the Owner entered into said agreement voluntarily.

Witness

Subscribed and sworn to before me
this ____ day of _____, 2018.

Notary Public

EXHIBIT A TO WAIVER AND RELEASE AGREEMENT
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 6 and 7, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota.

Abstract Property

EXHIBIT D
OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT entered into this _____ day of _____, 2018, by and between Albert J. Kramer, a single person (hereinafter referred to as the "Seller") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer").

RECITALS

1. Sellers and Buyer have entered into a Purchase Agreement for the sale of 4301 64th Street East, Inver Grove Heights, MN 55076 [Dakota County Property Identification Number Tax No. 20-36500-31-070]("Subject Property") dated _____, 2018 the ("Purchase Agreement")
2. The Purchase Agreement provides for delivery of possession of the Subject Property on the Possession Date.
3. The parties desire to close the sale of the Subject Property on May 16, 2018, with the Seller delivering possession of the Subject Property on July 31, 2018.

AGREEMENT

The parties agree as follows:

1. Delivery of Possession. Sellers shall deliver possession of the property to Buyer no later than July 31, 2018.
2. Rent. Sellers may occupy the Subject Property until July 31, 2018 without payment of rent to Buyer.
3. No Damage. Sellers agree not to cause damage to the Subject Property or to any structure located on the Subject Property and agree to deliver possession of the Subject Property to the Buyer in substantially the same condition as existed on the Date of Closing. Seller agrees that on or prior to the Possession Date, the Excluded Items, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Subject Property by the Seller at the Seller's expense as provided in Section 2 of the Purchase Agreement. On the Possession Date, Seller shall deliver to Buyer exclusive vacant possession of the Subject Property. The condition of the Subject Property shall be verified by the Buyer or the Buyer's representative on the Date of Possession. Seller agrees that following the Possession Date, Buyer may dispose of any trash or personal property

remaining on the Subject Property, in Buyer's sole discretion, and that any such items shall, after the Possession Date, be considered abandoned. If the Seller fails to remove the items set forth in this Section on or prior to the Possession Date, the Buyer may remove the same and charge the Seller for the removal cost. Seller shall indemnify Buyer for a period of one (1) year with regard to claims of conversion brought with respect to personal property present on the Subject Property on the Possession Date. The inside of the building must be delivered by Seller in "swept clean" condition on the Possession Date.

4. Utility Bills. Sellers agree to pay for all utility services to the Subject Property through the last day of occupancy. Utility services include the following: sewer and water, electricity, gas, telephone, garbage collection and cable television.
5. Insurance. Sellers agree to obtain comprehensive personal liability insurance coverage in the amount of \$500,000 naming the Buyer (City of Inver Grove Heights) as an additional insured party. The policy must be kept in force through the last date of occupancy of the Subject Property. Sellers are required to show Buyer proof of insurance. Proof of insurance may be in the form of a Certificate of Insurance (ACORD form).
6. Uninsured Damages. Sellers are responsible for any and all damages that may occur to the Property before the last date of occupancy that are not covered by insurance.
7. Removal of Personal Property. Sellers are responsible for the removal of all personal belongings from the Subject Property in accordance with the terms stated in the Purchase Agreement before the delivery of possession of the Subject Property to the Buyer.

OWNER:
ALBERT J. KRAMER

CITY:
CITY OF INVER GROVE HEIGHTS

Albert J. Kramer

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

EXHIBIT E
LEAD PAINT DISCLOSURE FORM

M.S.B.A. Real Property Form No. 11 (1996; 2006)
Lead Paint Addendum for Housing Constructed Before 1978

Page 1 of 2

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

© Copyright 2006 Minnesota State Bar Association, Minneapolis, Minnesota (Use only with "Minnesota Standard Residential Purchase Agreement," Minnesota State Bar Association 2006.)

This addendum is a continuation of the Purchase Agreement dated _____ by and
between _____, as Sellers, and
City of Inver Grove Heights Economic Development Authority _____, as Buyers,
for property located at or described as _____

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD PAINT INSPECTION CONTINGENCY

Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to correct the problems prior to closing.

If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection demonstrating that the problems have been corrected.

If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as to problems set out in the report, or this purchase agreement is void.

Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ lead-based paint or lead-based paint hazards are present in the housing (explain):

(ii) ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

(i) ☐ Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below).

(ii) ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) _____ Buyer has received copies of all information listed at (b)(i) above.

(d) _____ Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication available at www.epa.gov/lead/pubs/leadpdf0.pdf.

(e) _____ Buyer has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards;

or,
(ii) _____ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards

Agent's Acknowledgment (initial)

(f) _____ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ date _____ Purchaser _____ date _____

Seller _____ date _____ Purchaser _____ date _____

Listing broker / agent _____ date _____ Selling broker / agent _____ date _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION RATIFYING ACCEPTANCE OF A PROPOSAL FROM WENDEL FOR ENVIRONMENTAL SERVICES TO PERFORM A WETLAND DELINEATION RELATING TO THE FIRE STATION NO. 2 PROJECT APPROVAL

Meeting Date: April 23, 2018
 Item Type: Consent
 Contact: Allan Hunting, 651-450-2554
 Prepared by: Allan Hunting
 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

Approve Resolution ratifying acceptance of a proposal from Wendel for environmental services to perform a wetland delineation relating to the Fire Station No. 2 project approval.

SUMMARY

As part of the review of the plans for the fire station, Engineering noted that a wetland delineation should be done on the property to verify boundary of two suspected wetlands. The boundary is necessary to determine how these wetlands would impact the proposed stormwater management plan. The scope of work for the fire station review and construction did not include conducting a wetland delineation study for the site.

The City received a proposal from Wendel to conduct a wetland review of the site to verify the boundary. The scope of work proposed at \$6,250 would be charged to the fire station project budget.

RECOMMENDATION

Staff recommends approval of the scope of work.

Attachment: Proposal
 Resolution



April 17, 2018

Judy Thill
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55007

Subject: PROPOSAL FOR ENVIRONMENTAL SERVICES

Dear Judy:

Wendel is pleased to submit this proposal for amendment to professional services associated with the Inver Grove Heights Fire Station contract. This proposal will set specific scope and fee parameters based on our understanding of the project services required.

A. SCOPE OF WORK:

The following represents our understanding of the scope of services required of Wendel for this project.

Environmental Services

1) Wetland Delineation

- Area of Delineation – Anticipated to be two wetlands within the 11-acre project area (including the 5-acre project parcel), totaling about 1.2 acres.
- Office Delineation – Level 1 (office) wetland delineation completed based on hydric soils data, National Wetlands Inventory (NWI) data, Minnesota Department of Natural Resources Public Water Inventory (PWI) data, light detection and ranging (LiDAR) two-foot contour data, and historical aerial photography. A Wetland Review memo was prepared in February 2018 to summarize the results of the Level 1 delineation and estimate the potential wetland management classifications for determining potential wetland buffer width requirements.
- Field Delineation – Level 2 (field) wetland delineation will be completed as per the 1987
- USACE Wetland Delineation Manual and Midwest Regional Supplement, regulatory guidance, and Minnesota Wetland Conservation Act (WCA) standards. Wetland delineation to be completed in one trip to the project site. One sampling transect will be collected per delineated wetland providing at least one wetland plot and one upland plot. Data collection to include vegetation, soils, and hydrologic indicators. Boundary flags will be placed around wetlands. Wetlands that are well defined or are likely to be disturbed will not be flagged (e.g., stormwater ponds, regularly mowed ditches / lawns, stream edges). Wetland and water resource boundaries, boundary flag locations, and sampling pit locations will be recorded with a sub-meter accurate GPS unit and converted to AutoCAD (DWG) format.

- Minnesota Routine Assessment Method (MnRAM) – Complete a MnRAM analysis for each wetland basin. The results of the analyses will be used to determine the appropriate wetland management classification for each wetland. This information will be included in the wetland delineation report.
- Report – Prepare wetland delineation report per USACE and WCA standards. Complete WCA/USACE Joint Application Form for wetland boundary/type (WB&T). Submit the wetland delineation report and WB&T application to the WCA local governmental unit (LGU) and USACE. The WCA LGU will distribute copies of the wetland delineation report and WB&T application to the TEP.
- Technical Evaluation Panel (TEP) – Meet and review delineation in the field with TEP. Assumes one TEP meeting and minor revisions, if necessary, to the wetland boundaries or wetland delineation report. Significant changes are subject to additional services.
- Seasonal – The wetland delineation will be completed during the 2018 growing season as defined by the USACE wetland delineation manual.
- Conditions of Work – This task is provided with the following conditions. Wetland limits are accessible and permission granted to work on site. Site is in normal conditions, with no restrictions such as snow cover, flooding, temporary storage, etc. If the site is deemed restricted, SRF reserves the right for scope/fee adjustment.
- Includes project task expenses, such as mileage, flags/stakes, equipment, and required report hard copies. Does not include wetland permitting, mitigation, or other environmental services.

B. PROJECT SCHEDULE:

- 2018 Winter/Spring – Office memo
- 2018 Spring – Field Delineation and Report
- 2018 Spring/Summer – Agency review and approval, final report

C. OWNER RESPONSIBILITIES:

- 1) City to provide full authorization to enter the site and allow commencement of field work.
- 2) Respond timely on any items involving the related service.
- 3) Provide Architect all available environmental reports and studies, as applicable to the project and site.

D. ASSUMPTIONS:

- 1) Field work to be within the approved growing season.
- 2) Site access will be granted at time of field delineation.
- 3) Wetlands to be reviewed are two wetlands, contained within the 11+ acre parcel.
- 4) Normal site conditions are experienced with no encumbrances, such as flooding, erosion, material storage, etc.



E. PROPOSAL FEE:

We trust the above scope of work meets City of Inver Grove Heights requirements. We are proposing to perform the scope of work presented in this proposal for a lump sum fee, on a task by task basis. The proposed fee for the project is detailed below which excludes expenses.

ENVIRONMENTAL SERVICES
Task 1 - Wetland Delineation

\$6,250

Wendel anticipates starting work upon notice to proceed.

F. FEES AND TERMS:

We propose completing the services outlined in this letter for a lump sum fee of Six Thousand Two Hundred and Fifty Dollars (\$6,250.00). These fees include direct expenses such as first class mailing, local mileage and internal printing costs.

Work will be performed under the terms and conditions of the signed AIA B101-2007 contract between the parties dated November 13, 2017. Please contact me if you have any questions. If this proposal is acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Steve Gausman", written over a horizontal line.

Steven A. Gausman, AIA, NCARB
Principal

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RATIFYING ACCEPTANCE OF A PROPOSAL FROM WENDEL FOR
ENVIRONMENTAL SERVICES TO PERFORM A WETLAND DELINEATION RELATING TO THE
FIRE STATION NO. 2 PROJECT APPROVAL**

RESOLUTION NO. _____

WHEREAS, the approvals for the Fire Station No. 2 project include a Major Site Plan Approval;
and

WHEREAS, part of the conditions of approval require a wetland delineation be performed in order
to determine the storm water design; and

WHEREAS, a quote for professional engineering services to prepare the wetland delineation was
received on April 17, 2017; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights ratifies the
acceptance of the proposal from Wendel to perform a wetland delineation for the Fire Station No.2 project.

Adopted this 23rd day of April 2018 by the City Council of Inver Grove Heights.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Meeting Date: April 23, 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 *ST*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

SUMMARY

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

Pay Voucher No. 7 is for reduction of retainage along with work that occurred through the end of March and includes the Inver Grove Heights-Eagan watermain interconnect along with the directional drilling and boring of the water main along TH 3.

I recommend approval of Pay Voucher No. 7, in the amount of \$40,764.95 for work on the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Trunk Utility Improvements, 65th Street Loop.

TJK/me

Attachments: Pay Voucher No. 7

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

ESTIMATE NO: 7 (Seven)
DATE: April 23, 2018
PERIOD ENDING: March 31, 2018
PROJECT NO: 2017-02 NWA Trunk Utility Improvements, 65th Street Loop

TO: G.F. Jedlicki, Inc.
2471 Galpin Court
Suite #110
Chanhassen, MN 55317

Original Contract Amount	\$1,362,495.50
Total Addition	\$173,518.00
Total Deduction	\$0.00
Total Contract Amount.....	\$1,536,013.50
Total Value of Work to Date (includes stored materials).....	\$ 1,398,897.64
Less Retained (3%)	\$ 41,966.93
Less Previous Payment.....	\$ 1,316,165.76
Total Approved for Payment this Voucher	\$ 40,764.95
Total Payments including this Voucher	\$ 1,356,930.71

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through March 31, 2018.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>April 23, 2018</u> Date
Signed by:	_____ G. F. Jedlicki	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>April 23, 2018</u> Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Drainage & Utility Easement Agreement for 7535 Cloman Way (NW ¼ of the SE ¼ of Section 10, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: April 23, 2018
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

PURPOSE/ACTION REQUESTED

Approve Drainage & Utility Easement Agreement for 7535 Cloman Way (NW ¼ of the SE ¼ of Section 10, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owner of 7535 Cloman Way is affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, Brian K. Friemann, has provided the required grading and erosion control plans. He has also signed the Permanent Drainage and Utility Easement Agreement (attached). The drainage and utility easement establish a stormwater drainage plan for the proposed building. An engineering escrow of \$500.00 has been provided to cover any costs incurred by the City for review and inspection of the site grading.

It is recommended that the City Council approve the Permanent Drainage & Utility Easement Agreement for 7535 Cloman Way (NW ¼ of the SE ¼ of Section 10, Township 27, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Drainage & Utility Easement Agreement

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 4th day of April, 2018, between Friemann Real Estate Services, Inc., a corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Landowner") and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A non-exclusive **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress under, over, across, through and upon the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, itself or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

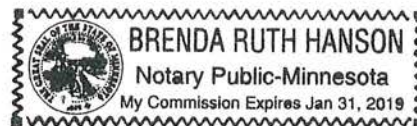
LANDOWNER:
FRIEMANN REAL ESTATE SERVICES, INC.

By: 
Brian K. Friemann
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 5th day of April, 2018, before me a Notary Public within and for said County, personally appeared Brian K. Friemann, to me personally known, who being by me duly sworn, did say that he is the President of Friemann Real Estate Services, Inc., a corporation organized under the laws of the State of Minnesota, and that the foregoing instrument was executed on behalf of said corporation by authority of the Board of Directors of Friemann Real Estate Services, Inc.


Notary Public



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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Ten (10), Township Twenty-Seven (27), Range Twenty-Two (22), described as follows:

Commencing at the Northwest corner of said quarter section, thence East on the north line thereof 396 feet, thence South parallel west line thereof 150 feet, this being the point of beginning of the tract to be described; thence South parallel to said west line 72.5 feet; thence East parallel to said north line 125 feet; thence North parallel to said west line 72.5 feet; thence West parallel to said north line to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes under, over, across, through and upon the Northerly 9.00 feet of the following described parcel:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line 72.50 feet; thence West parallel with said North line to the point of beginning.

Drainage and Utility Easement Exhibit

~ for ~ Friemann Companies, INC.

of: 7535 Cloman Way
Inver Grove Heights, MN 55076



DESCRIPTION OF PROPERTY:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line, 72.50 feet; thence West parallel with said North line to the point of beginning. Subject to easements of record.

PROPOSED DRAINAGE AND UTILITY EASEMENT:

A permanent easement for drainage and utility purposes over, under, and across the Northerly 9.00 feet of the following described parcel:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line, 72.50 feet; thence West parallel with said North line to the point of beginning.

PROPOSED DRAINAGE & UTILITY EASEMENT

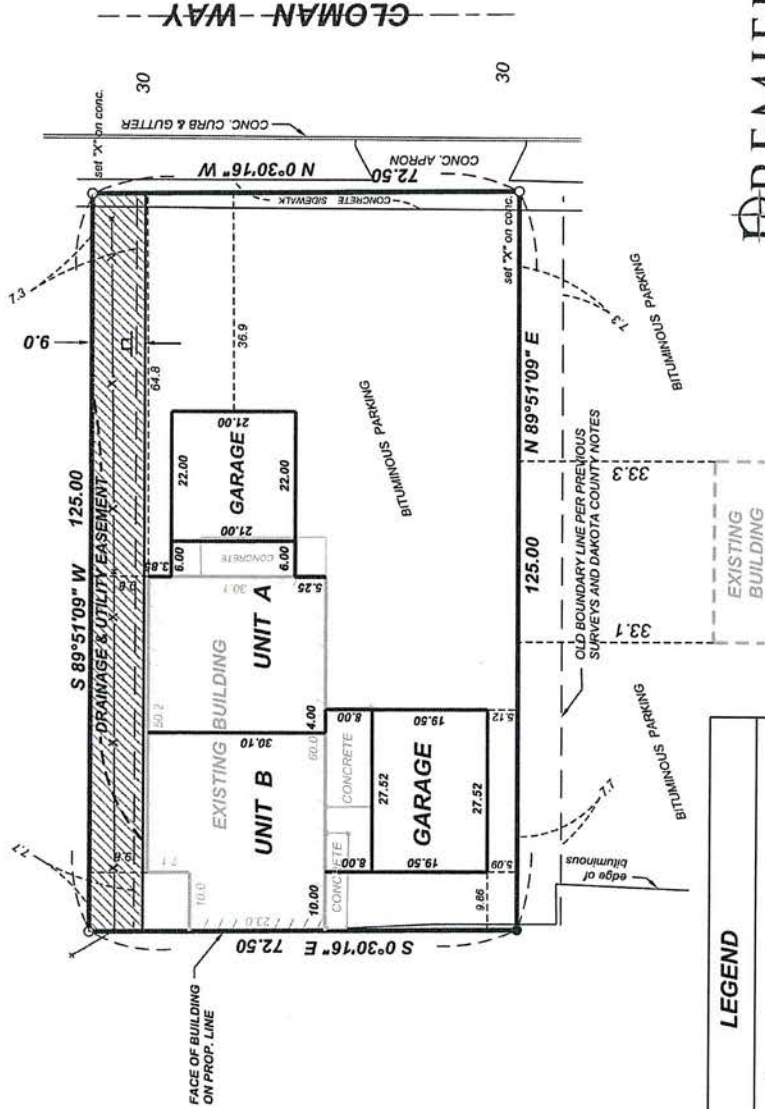


I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Steven V. Ische
22703 License No.
01/10/18 Date

LEGEND

- Found Iron Monument
- Set 1/2" X 14" Iron Pipe
- × Spot Elevation
- Sign
- x- Chainlink Fence



PREMIER
LAND SURVEYING, LLC

1600 Arboretum Blvd., Suite 203
Victoria, MN 55386
952-443-3010

PROJ. #1282-02

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of an Agency Adjustment Agreement (No. 1030893) with MnDOT for City Utilities in the Right-of-Way of I-494 for MnDOT Project S.P. 1985-149 (TH 494 from Hardman Avenue to Blaine Avenue)

Meeting Date: April 23, 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: MnDOT Funding

PURPOSE/ACTION REQUESTED

Consider resolution approving of an Agency Adjustment Agreement (No. 1030893) with MnDOT for City utilities in the right-of-way of I-494 for MnDOT Project S.P. 1985-149 (TH 494 from Hardman Avenue to Blaine Avenue).

SUMMARY

MnDOT is planning to construct a new storm sewer, a westbound auxiliary lane, and sound walls on I-494. MnDOT is designing the project. The City Engineering Division has been reviewing the project. Some existing City utilities will need adjustments to accommodate the project.

MnDOT has made accommodations to avoid or adjust City utilities on the project. The attached Agency Adjustment Agreement No. 1030893 between MnDOT and the City of Inver Grove Heights outlines the terms for MnDOT's accommodations of City utilities to be adjusted. MnDOT will perform this work at no cost to the City as outlined in the Agreement.

I recommend adoption of the resolution approving the Agency Adjustment Agreement (No. 1030893) for City utilities in the right-of-way of I-494 on S.P. 1985-149 (TH 494 from Hardman Avenue to Blaine Avenue).

TJK/kf

Attachments: Resolution
 Agency Adjustment Agreement 1030893 from MnDOT

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

**CONSIDER RESOLUTION APPROVING AN AGENCY ADJUSTMENT AGREEMENT (NO. 1030893)
WITH MNDOT FOR CITY UTILITIES IN THE RIGHT-OF-WAY OF I-494 FOR MNDOT PROJECT S.P.
1985-149 (TH 494 FROM HARDMAN AVENUE TO BLAINE AVENUE)**

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Inver Grove Heights has approved a plan for MnDOT improvements on I-494 in the right-of-way of Trunk Highway 494 from Hardman Avenue to Blaine Avenue; and

WHEREAS, the State of Minnesota, Department of Transportation, requires an Agency Adjustment Agreement for the construction adjustment, utilization and maintenance of existing City utilities on the project.

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

1. The City of Inver Grove Heights hereby enters into Agency Adjustment Agreement No. 1030893 with the State of Minnesota, Department of Transportation for the following purposes: to construct, adjust, operate and maintain existing public utilities within the right-of-way of Trunk Highway 494 of the State of Minnesota between Blaine Avenue and the eastern City limits of Inver Grove Heights.
2. The City of Inver Grove Heights shall operate and maintain said utilities in accordance with the Agency Adjustment Agreement No. 1030893 granted by the Minnesota Department of Transportation.

Adopted by the City Council of Inver Grove Heights this 23rd day of April 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$0.00)

S.P. 1985-149 (T.H. 494)
Location: from Hardman Avenue S. in South
Saint Paul to Blaine Avenue in Inver Grove
Heights
Utility Owner: City of Inver Grove Heights
MnDOT Agreement Number 1030893

AGENCY ADJUSTMENT AGREEMENT

This Agreement Number 1030893 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Inver Grove Heights, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

RECITALS

The State plans to let a contract to construct State Project Number 1985-149 (Project) on Trunk Highway Number 494. The Project is located from Hardman Avenue S. in South Saint Paul to Blaine Avenue in Inver Grove Heights.

The Utility Owner owns and operates two sanitary sewer mains their fixtures, and related equipment (Facilities) that have been left in place out of service, but are still located on property where the State will construct the Project.

The Project will require the adjustment of the Utility Owner's Facilities. If the Utility Owner adjusted the Facilities or let a separate contract to adjust them, that adjustment work would interfere with the Project. The Utility Owner has requested that the State perform and pay for the adjustment work as part of the Project. Including the Utility Owner's adjustment work and the obligation of the State to pay for the adjustment work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 2, the State may adjust the Facilities in accordance with the plans, which are attached to this Agreement as Exhibit A, as part of the Project on the Trunk Highway System.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to construct the adjustment work as part of the Project.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must promptly provide the State (and the State's Contractor (Contractor)) with any information necessary to commence and successfully prosecute the utility work according to the terms of the Notice and Order and a work schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligations, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days' written notice to the Utility Owner. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (IV) Indemnification; and (VI) Governing Terms.

II. Description of Work Procedures

- A. *Plans:* The plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
 - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.

2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions as the State deems necessary for efficient Project construction. The Utility Owner authorizes the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
 - a. Advertise the Project for bids;
 - b. Award a construction contract for the Project. This Project will include the adjustment work; and
 - c. Pay for the Project and for the adjustment of the Facilities.
2. The Project Engineer will supervise and direct the Project, including the adjustment work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed adjustment work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
3. The Project Engineer and the Utility Owner will perform a final inspection of the adjustment work. Once the State has accepted the adjustment work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the adjustment work from the Project, the Utility Owner will:

1. Be subject to the Notice and Order and adjust the Facilities; and
2. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the adjustment work causes. This obligation to indemnify extends to any attorney's fees.

- D. *Risk*: Risk of loss of partial or complete adjustment work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must obtain a Permit from MnDOT prior to any scheduled maintenance work and follow the terms of the Permit when it performs the maintenance work.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from MnDOT to cover said emergency work no later than the working day after it begins working in the right of way.

IV. Indemnification

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions related to the adjustment of Facilities for this Project and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner relating to the adjustment of Facilities for this Project. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation and in defending against any claims covered by this indemnity clause related to the adjustment of Facilities for this Project. Notwithstanding the foregoing, the Utility Owner shall not be responsible or liable to defend, indemnify, or hold harmless the State from any claims, demands, actions, or causes of action that are based on or arise solely from the negligence of the State.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

V. Nondiscrimination

Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VI. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach must be in Ramsey County, Minnesota.
- C. *Waiver:* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce the provision or any subsequent breach of that provision.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner with respect to the subject matter it contains. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

CITY OF INVER GROVE HEIGHTS

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Office of Contract Management

Approved as to Form and Execution:

By: _____

Date: _____

Department of Administration

By: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Agreements with Inver Hills Community College (IHCC) for City Project No. 2015-09D – Broderick Boulevard Reconstruction

Meeting Date:	April 23, 2018		Fiscal/FTE Impact:
Item Type:	Consent	<i>DK</i>	☐ None
Contact:	Thomas J. Kaldunski, 651.450.2572		☐ Amount included in current budget
Prepared by:	Steve W. Dodge, Assistant City Engineer		☐ Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	<i>SDT</i>	☐ 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 approving agreements with Inver Hills Community College (IHCC) for City Project No. 2015-09D – Broderick Boulevard Street Reconstruction.

SUMMARY

Staff has worked with IHCC on the necessary agreements for City Project No. 2015-09D – Broderick Boulevard Reconstruction as listed:

1. Permanent Drainage and Utility Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement
2. Agreement by and between Minnesota State Colleges and Universities System and City of Inver Grove Heights relating to Payment of Special Assessments for City Project No. 2015-09D – Broderick Boulevard Reconstruction

IHCC has signed the agreements. The total assessment for IHCC is \$72,157.00. The City will reduce IHCC's assessment by \$18,100.00 in consideration for granting of easements and for other covenants and agreements made with the College.

Staff recommends approval of the attached resolution approving agreements with IHCC for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SWD/kf

Attachments: Resolution
Agreements (2)

**PERMANENT UTILITY AND DRAINAGE EASEMENT,
SIDEWALK AND TRAIL EASEMENT, AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT, SIDEWALK AND TRAIL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement") is made, granted and conveyed this ____ day of _____, 2018, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "Landowner Property").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for utility and drainage purposes; sidewalk and trail purposes; and, for grading, sloping and temporary construction purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage collection and control facilities, and sidewalk and trail facilities**, under, over, across, through and upon the following described premises (the "Easement Areas") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibits B and B-1**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

In addition to use for utility and drainage purposes, the Easement Area shall also be for use as a pedestrian and non-motorized recreational trail, which use shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public

emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The rights of the City include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of City Project No. 2015-09D (Broderick Boulevard Reconstruction) and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas as the City may deem appropriate.

The site is provided in its "as is" condition and Landowner makes no representations or warranties about the condition of the ground the City is working on, in or around. Provided the City has used all reasonable precautions and the City stops work immediately upon identification of any hazardous materials on the site, the City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Areas or Landowner's property prior to the date hereof.

Landowner is an entity of the State of Minnesota, and nothing herein shall be deemed a waiver by the Landowner of any governmental immunity defenses, statutory or otherwise. Any and all claims brought by the City against the Landowner, its successor or assigns, shall be subject to any governmental immunity defenses of the State and the maximum liability limits provided by Minnesota Statute Chapter 3.736.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, his successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, to the best of its knowledge, for itself and its successors and assigns, does

hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's property described on **Exhibit A** and the Easement Areas described on Exhibit B and has good right to grant and convey the Easement herein to the City.

The Landowner and the City hereby agree that the temporary construction easement rights conveyed by this Easement over the temporary construction easement area legally described in **Exhibit B** shall automatically expire on **December 31, 2019**.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

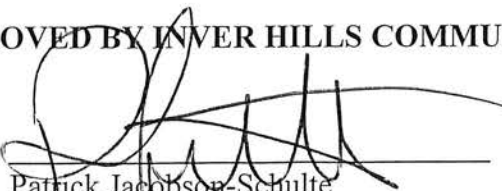
On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights,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

Notary Public

LANDOWNER:

APPROVED BY INVER HILLS COMMUNITY COLLEGE

By:


Patrick Jacobson-Schulte
Vice President – Chief Financial Officer
Inver Hills Community College

STATE OF MINNESOTA)

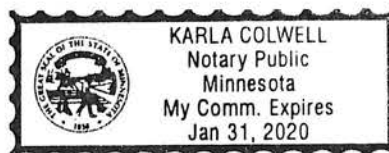
COUNTY OF Dakota)

ss.

On this 12th day of April, 2018, before me a Notary Public within and for said County, personally appeared Patrick Jacobson-Schulte to me personally known, who being by me duly sworn, did say that he is the Vice President – Chief Financial Officer at Inver Hills Community College, the entity named as approving the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Community College by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Vice President – Chief Financial Officer acknowledged said instrument to be the free act and deed of Inver Hills Community College.



Notary Public

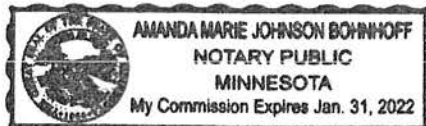


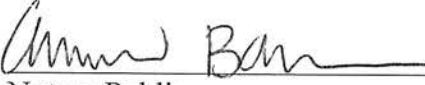
STATE OF MINNESOTA
Acting By and Through
The Board of Trustees of the Minnesota
State Colleges and Universities

By: 
Laura M. King
Its: Vice Chancellor – Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF Ramsey) ss.

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the Vice Chancellor and Chief Financial Officer of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Vice Chancellor and Chief Financial Officer acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.




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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1 in State Subdivision of the Northwest Quarter of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota; excepting therefrom the right of ways of Trunk Highway No. 3 and County State Aid Highway No. 28 as now located and established;

Except

That part of Lot 1 in State Subdivision of the Northwest Quarter of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota, lying southerly of the following described line: Beginning at a point on the north and south quarter line of said Section 16, distant 75.01 feet southerly of the north quarter corner thereof; thence run westerly on an azimuth of 268 degrees 16 minutes 00 seconds for 88.71 feet; thence on an azimuth of 178 degrees 16 minutes 00 seconds for 10 feet; thence on an azimuth of 241 degrees 42 minutes 05 seconds for 156.52 feet; thence on an azimuth of 296 degrees 34 minutes 03 seconds for 147.65 feet; thence on an azimuth of 236 degrees 39 minutes 33 seconds for 152.64 feet; thence on an azimuth of 268 degrees 16 minutes 00 seconds for 135.88 feet; thence on an azimuth of 178 degrees 16 minutes 00 seconds for 14.45 feet; thence deflect to the right on a tangential curve having a radius of 921.47 feet and a delta angle of 16 degrees 43 minutes 24 seconds for 268.96 feet to the west line of said Lot 1; thence on an azimuth of 179 degrees 02 minutes 44 seconds for 214.43 feet to the southwest corner of said Lot 1 and there terminating, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

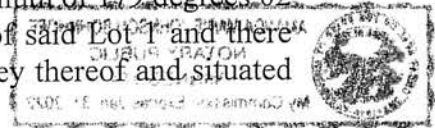


EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for utility and drainage purposes; sidewalk and trail purposes; and, for grading and sloping and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage collection and control facilities, and sidewalk and trail facilities, under, over, across, through and upon that portion of the Landowner Property lying to the west of the following described line:

Commencing at the Northeast corner of the NW 1/4 of Section 16, Township 27 North, Range 22 West; thence on an assumed bearing of South 00 degrees 34 minutes 08 seconds E along the East line of said NW 1/4 a distance of 75.01 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 88.71 feet; thence South 01 degrees 15 minutes 32 seconds East a distance of 10.00 feet; thence South 62 degrees 10 minutes 33 seconds West a distance of 156.52 feet; thence North 62 degrees 57 minutes 19 seconds West a distance of 147.65 feet, thence South 57 degrees 08 minutes 03 seconds West a distance of 152.64 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 121.49 feet to the point of beginning of the line to be described; thence South 01 degrees 07 minutes 57 seconds East a distance of 25.37 feet; thence deflect to the right on a tangential curve having a radius of 913.88 feet and a delta angle of 9 degrees 43 minutes 05 seconds for 155.01 feet; thence deflect to the right on a non-tangential curve, which chord bears South 21 degrees 00 minutes 19 seconds West a distance of 70.27 feet, having a radius of 873.67 feet and a delta angle of 4 degrees 36 minutes 36 seconds a distance of 70.29 feet, thence deflect to the right on a non-tangential curve, which chord bears South 14 degrees 31 minutes 08 seconds West a distance of 49.30 feet, having a radius of 901.35 feet and a delta angle of 3 degrees 08 minutes 02 seconds a distance of 49.30 feet to the Westerly line of said property and there terminating.

Said permanent easement containing 3474.802 Sq. Ft., 0.080 Acres.

Together with a temporary easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes under, over, across, through and upon that portion of the Landowner Property lying to the west of the following described line:

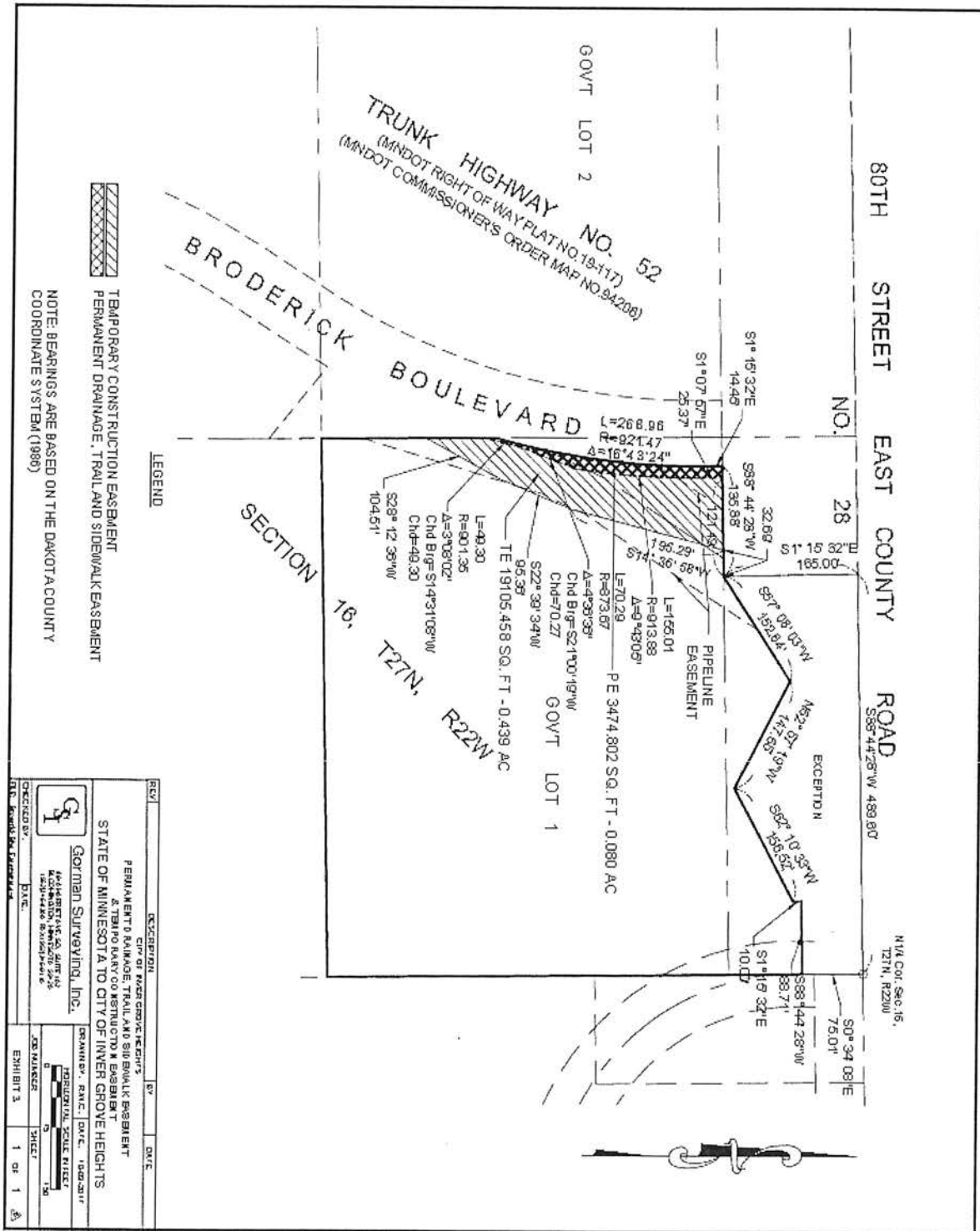
Commencing at the Northeast corner of the NW 1/4 of Section 16, Township 27 North, Range 22 West; thence on an assumed bearing of South 00 degrees 34 minutes 08 seconds E along the East line of said NW 1/4 a distance of 75.01 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 88.71 feet; thence South 01 degrees 15 minutes 32 seconds East a distance of 10.00 feet; thence South 62 degrees 10 minutes 33 seconds West a distance of 156.52 feet; thence North 62 degrees 57 minutes 19 seconds West a distance of 147.65 feet, thence South 57 degrees 08 minutes 03 seconds West distance of 152.64 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 32.69 feet to the point of beginning of the line to be

described; thence South 14 degrees 36 minutes 58 seconds West a distance of 195.29 feet; thence South 22 degrees 39 minutes 34 seconds West a distance of 95.36 feet; thence South 28 degrees 12 minutes 36 seconds West a distance of 104.51 feet; to the Westerly line of said property and there terminating.

Excepting therefrom the above described permanent utility and drainage easement, sidewalk and trail easement and grading and sloping easement.

Said temporary easement containing 19105.458 Sq. Ft., 0.439 Acres.

EXHIBIT B - 1 DEPICTION OF EASEMENT AREA



**AGREEMENT BY AND BETWEEN MINNESOTA STATE COLLEGES AND
UNIVERSITIES SYSTEM AND CITY OF INVER GROVE HEIGHTS
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION**

THIS AGREEMENT BY AND BETWEEN MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM AND CITY OF INVER GROVE HEIGHTS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION (“Agreement”) is made, entered into and effective this ____ day of _____, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”), and the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities, a public higher education entity of the State of Minnesota (hereafter referred to as “College”). This Agreement is being entered into on behalf of Inver Hills Community College. Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. The City of Inver Grove Heights (“City”) is a Minnesota municipal corporation. The Minnesota State Colleges and Universities System (“College”) is a statutorily established public higher education entity of the State of Minnesota.

Recital No. 2. The College owns and operates Inver Hills Community College located on land in the City of Inver Grove Heights, Dakota County, Minnesota (“College Property”). The College Property, in general, has the following boundaries:

- a.) On the north, 80th Street;
- b.) On the south, College Trail;
- c.) On the west, Broderick Boulevard and State Trunk Highway No. 52; and
- d.) On the east, property owned by Independent School District No. 199.

Two of the tax parcels owned by the College are located adjacent to Broderick Boulevard and are identified below:

- Dakota County Tax Parcel No. 20-01600-26-010;
- Dakota County Tax Parcel No. 20-01600-25-011.

These two tax parcels are hereafter referred to as “Assessable College Property”.

Recital No. 3. As part of the City’s Pavement Management Program, Broderick Boulevard from 80th Street East to Concord Boulevard has been identified for full reconstruction in 2018 (the “Broderick Boulevard Reconstruction”). Specifically the portion of Broderick Boulevard Reconstruction from College Trail to 80th Street East will directly affect the College Property.

Recital No. 4. The Broderick Boulevard Reconstruction from 80th Street to College Trail includes the full-depth mill and re-pave of Broderick Boulevard and the construction of curb and gutter, retaining wall, bituminous trail, sidewalk.

Recital No. 5. The City has identified and labeled such reconstruction and associated improvements for the Broderick Boulevard Reconstruction as City Project No. 2015-09D – Broderick Boulevard Reconstruction (the “Project”).

Recital No. 6. The City is willing to construct the Project if the College is willing to pay for its share of the Project as determined through the Minnesota Statutes 429 process and the feasibility study.

Recital No. 7. The College is willing to pay an amount not to exceed the Waived Amount for its share of the Project Costs (as hereafter defined).

Recital No. 8. Under Chapters 429 and 435 of the Minnesota Statutes and more specifically Minn. Stat. §§ 429.061 and 435.19, the City has the authority to specially assess the costs of the Project against the College Property.

Recital No. 9. Under Section 435.19 of the Minnesota Statutes, the College has the authority to determine what amount of the costs it will pay, such amount to be commensurate with the benefit received by the Assessable College Property from the Project as determined by the College.

Recital No. 10. The City is not willing to construct the Project unless the College agrees to pay for its share of the Project Costs as hereafter defined.

Recital No. 11. The College acknowledges that the Assessable College Property will be benefitted by the Project in an amount up to the Waived Amount.

Recital No. 12. The College has had the opportunity to review the feasibility report and to inquire as to the scope of the Project and the estimated cost thereof.

ARTICLE 2 **DEFINITIONS**

2.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

2.3 College. “College” means the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities, a public higher education entity of the State of Minnesota on behalf of Inver Hills Community College.

2.4 Assessable College Property. “Assessable College Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Tax Parcel No. 20-01600-26-010 and Dakota County Tax Parcel No. 20-01600-25-011.

2.5 Project. “Project” means City Project No. 2015-09D (Broderick Boulevard Reconstruction) which includes, but is not limited to full reconstruction of Broderick Boulevard from 80th Street East to Concord Boulevard.

2.6 Feasibility Report. “Feasibility Report” means that certain Feasibility Study and Report dated August 28, 2017, prepared for the City of Inver Grove Heights by Kimley-Horn and Associates, Inc., relating to the Project.

2.7 Project Costs. “Project Costs” means the total of the following:

a.) Actual construction costs paid by the City to the Contractor for the Project

PLUS

b.) Change Orders

PLUS

- c.) Actual engineering, fiscal, legal and administration costs not to exceed 30% of the actual construction costs

PLUS

- d.) Contingency costs, as actually expended, but not to exceed 10% of actual construction costs.

- e.) Minus any cost adjustments, savings or other reductions in the total project cost.

2.8 Project Plans. "Project Plans" means the plans, specification, general and special conditions; and addenda, if any; and construction contract documents; together with any Change Orders approved by the City, all relating to the Project. The City has provided a copy of the Project Plans to the College and the College has approved the Project Plans.

2.9 Contractor. "Contractor" means the person or entity which is awarded the contract for the construction of the Project.

2.10 Change Order. If a material Change Order affects work on the easement areas granted by the College to the City, the City will not approve the Change Order unless the College, acting through the College Representative, first approves the Change Order; within seven (7) days after the City submits such Change Order to the College Representative, the College, acting through the College Representative, will respond to the City's request; the College will not unreasonably withhold or condition its approval.

2.11 Uncontrollable Circumstances. "Uncontrollable Circumstances" means the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:

- a.) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
- b.) The adoption of or changes in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules,

regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.

- c.) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
- d.) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
- e.) Strikes or other such labor disputes.

2.12 City Representative. “City Representative” means Scott Thureen, Director of Public Works for the City.

2.13 College Representative. “College Representative” means Patrick Jacobson-Schulte, Vice President – Finance at Inver Hills Community College.

2.14 System Representative. “System Representative” means Greg Ewig, Director, Capital Development at Minnesota State College and University System.

2.15 Waived Amount. “Waived Amount” means the sum of \$72,157.00; which Waived Amount shall be allocated \$42,334.40 against Dakota County Tax Parcel No. 20-01600-25-011 and \$29,822.60 against Dakota County Tax Parcel No. 20-01600-26-010.

ARTICLE 3 **CITY COVENANTS, RIGHTS AND DUTIES**

3.1 ORDERING OF THE PROJECT. The College will not object if, without notice and without a public hearing, the City, by resolution, orders the Project.

3.2 BID AWARD. Pursuant to the Uniform Municipal Contracting Law Minn. Stat. § 471.345, the City shall obtain sealed bids for the construction of the Project. City by resolution shall award the construction contract for the Project to the lowest responsible bidder.

3.3 ASSESSMENT OF PROJECT COSTS. The City, without notice and without public hearing, may by resolution specially assess a portion of the Project Costs against the Assessable College Property. Pursuant to Minn. Stat. § 435.19, the City shall transmit the resolution levying the special assessments to the College by mailing the same to the College and System Representatives. The special assessments shall be on the following terms:

- a.) The amount of the special assessments against the Assessable College Property payable by the College shall be the Waived Amount (\$72,157.00). The City may specially assess the Assessable College Property up to the Waived Amount. In this case, the City intends to specially assess the Assessable College Property the Waived Amount of \$72,157.00 but the City will pay down the assessment by \$18,100.00 after levying the Waived Amount but prior to the certification of the assessments with Dakota County thereby certifying only \$54,057.00 in assessments against the Assessable College Property with Dakota County; such prepayment by the City is in consideration for grant of the easements (referenced in Section 4.7) and for the other covenants and agreements made by the College in this Agreement.
- b.) Up to December 31, 2018, the College may pay off the entire sum of the Waived Amount special assessment without interest. Any amount levied by the City above the Waived Amount shall be prepaid by the City.
- c.) All payments shall be made directly to the City by a check payable to the City of Inver Grove Heights sent to the following:

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

- d.) The College may pay off the entire unpaid principal balance of the Waived Amount special assessment by paying the principal unpaid balance plus interest through July 31 of the year in which the payoff occurs.

3.4 AUTHORITY. The City represents to the College that the City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or other entities are necessary in connection with the authority of the City to enter into and perform its obligations under this Agreement.

ARTICLE 4 **COLLEGE COVENANTS, RIGHTS AND DUTIES**

4.1 WAIVER OF NOTICE AND HEARING FOR ORDERING THE PROJECT. Provided that the City complies with this Agreement, the College hereby waives all procedural and substantive objections to the ordering of the Project by the City. Without limiting the foregoing, the College specifically waives any notice and hearing requirements relating to the City ordering the Project.

4.2 WAIVER OF NOTICE AND HEARING FOR SPECIAL ASSESSMENTS; WAIVER OF OBJECTION TO SPECIAL ASSESSMENTS. Provided that the City

complies with this Agreement, the College hereby waives all procedural and substantive objections to the levying of the special assessments by the City against the Assessable College Property for the Project up to the Waived Amount. Without limiting the foregoing, the College specifically waives any notice and hearing requirements relating to the levying of the special assessments by the City up to the Waived Amount against the Assessable College Property. Provided that the City complies with this Agreement, up to the Waived Amount, the College waives any claim that the special assessments exceed the benefit to the Assessable College Property. Provided that the City complies with this Agreement, up to the Waived Amount, the College waives any appeal rights otherwise available under Minn. Stat. §§ 429.081 or 435.19. The College acknowledges that the benefit from the Project to the Assessable College Property is up to the Waived Amount.

4.3 AGREEMENT TO PAY SPECIAL ASSESSMENTS. Pursuant to the terms set forth in Section 3.3 of this Agreement, the College hereby agrees to pay the special assessments to be levied by the City up to the Waived Amount.

4.4 AUTHORITY. The College represents to the City that the College has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or other entities are necessary in connection with the authority of the College to enter into and perform its obligations under this Agreement.

4.5 VOLUNTARY WAIVERS. The waivers made by the College in this Agreement are knowingly and voluntarily made by the College and are continuing and irrevocable.

4.6 LACK OF APPROPRIATION. The College's obligation to make payments under this Agreement is subject to a legislative appropriation during each biennium which can be used by the College for such purpose. The College is not obligated for any such payments which are specifically proscribed by legislative enactment. The College shall utilize its best efforts in obtaining the necessary legislative appropriations to make the payments required hereunder. The College shall not be assessed any penalty because of a decision by the legislature not to approve funds. If funds are not made available by the legislature, the College shall include the payments in its budget requests thereafter for the lesser of ten (10) years or until the payments are made to the City or Dakota County.

4.7 GRANT OF EASEMENT. Within twenty (20) days after execution of this Agreement, without cost to the City, the College shall grant the City the following easement for the Project:

- a.) Permanent Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-25-011.

As shown and depicted on the Easement Sketch attached as **Exhibit A**.

Such temporary construction easement or right of entry shall terminate no later than **December 31, 2019**. The easement shall be recorded by the City. The above-listed easement agreement is attached as **Exhibit B**.

ARTICLE 5
MISCELLANEOUS

5.1 NOTICES. All notices required or permitted pursuant to this Agreement shall be 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 City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO COLLEGE:

Minnesota State College and Universities System
Greg Ewig, Director, Capital Development
30 E. 7th Street, Suite 350
St. Paul, MN 55101

With a copy to:

Patrick Jacobson-Schulte
Vice President – Chief Financial Officer
Inver Hills Community College
2500 80th Street East
Inver Grove Heights, MN 55076

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.

5.2 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.

5.3 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations, warranties, covenants, and agreements of the parties under this Agreement, and

the remedies of either party for the breach of such representations, warranties, covenants and agreements by the other party shall survive the execution and termination of this Agreement.

5.4 ALTERATION. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

5.5 WAIVER. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.6 SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

5.7 INTERPRETATION ACCORDING TO MINNESOTA LAW. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

5.8 ENTIRE AGREEMENT. With respect to the Project, this Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

5.9 HEADINGS. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

5.10 FURTHER ACTION. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

5.11 PARTIES IN INTEREST. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

5.12 STATE AUDIT. The books, records, documents and accounting practices and procedures of the City relevant to this Agreement shall be subject to examination by the College, and either the Minnesota Legislative Auditor or State Auditor as appropriate for a minimum of six years.

[Signature page Assessment Agreement]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

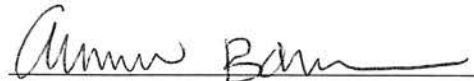
[Signature page Assessment Agreement]

MINNESOTA STATE COLLEGE AND UNIVERSITY SYSTEM

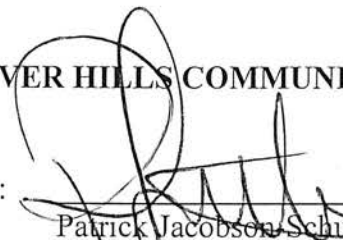
By: 
Laura M. King

Its: Vice Chancellor – Chief Financial Officer

ATTEST:

By: 

INVER HILLS COMMUNITY COLLEGE

By: 
Patrick Jacobson-Schulte
Vice President – Chief Financial Officer
Inver Hills Community College

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

EXHIBIT A EASEMENT SKETCH

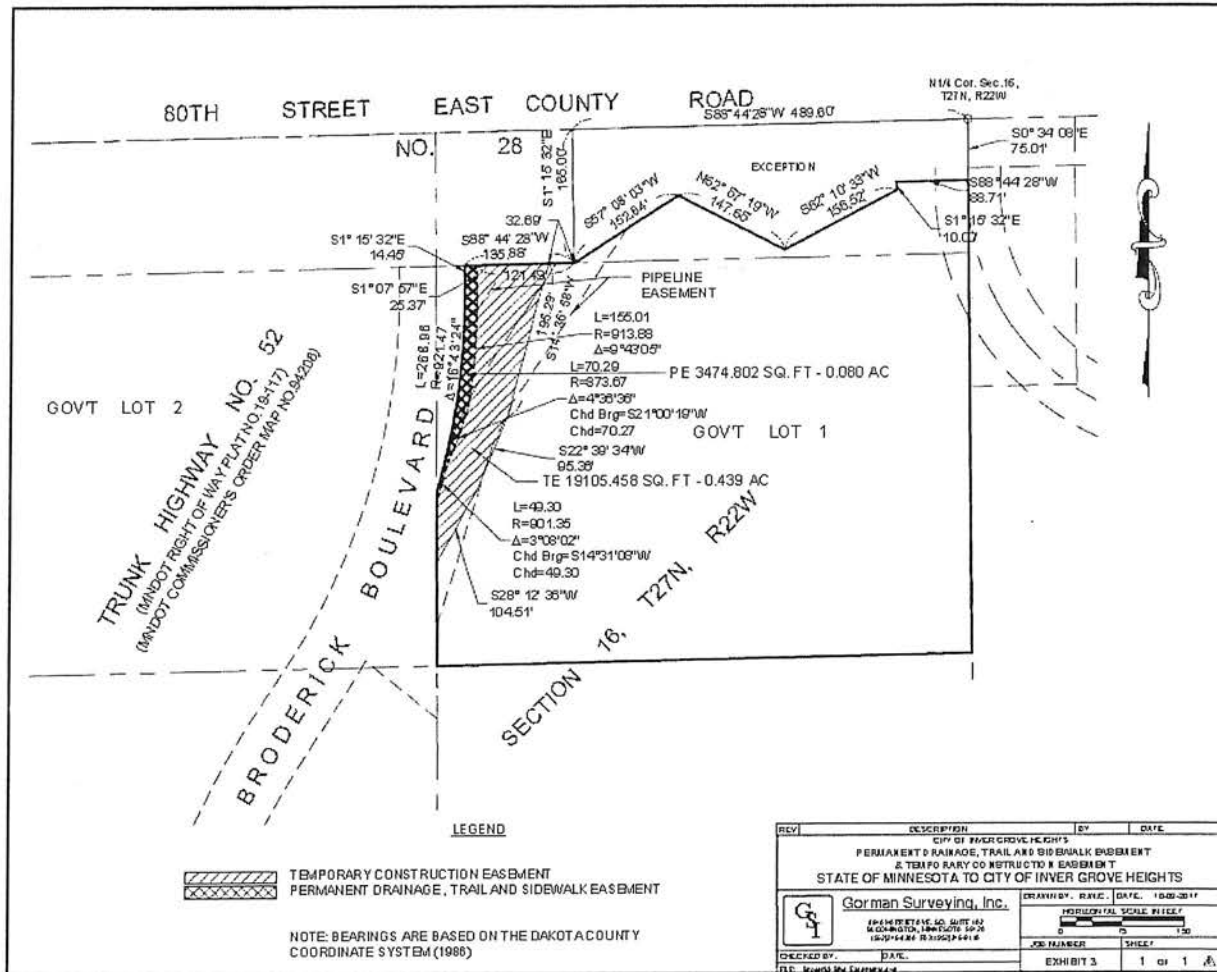


EXHIBIT B
EASEMENT AGREEMENT

[Permanent Utility and Drainage Easement, Sidewalk and Trail Easement, and
Temporary Construction Easement Agreement for Dakota County Tax
Identification Number 20-01600-25-011]

PERMANENT UTILITY AND DRAINAGE EASEMENT,
SIDEWALK AND TRAIL EASEMENT, AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT, SIDEWALK AND TRAIL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement") is made, granted and conveyed this ____ day of _____, 2018, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "Landowner Property").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for utility and drainage purposes; sidewalk and trail purposes; and, for grading, sloping and temporary construction purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage collection and control facilities, and sidewalk and trail facilities**, under, over, across, through and upon the following described premises (the "Easement Areas") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibits B and B-1**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

In addition to use for utility and drainage purposes, the Easement Area shall also be for use as a pedestrian and non-motorized recreational trail, which use shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law

enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The rights of the City include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of City Project No. 2015-09D (Broderick Boulevard Reconstruction) and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas as the City may deem appropriate.

The site is provided in its "as is" condition and Landowner makes no representations or warranties about the condition of the ground the City is working on, in or around. Provided the City has used all reasonable precautions and the City stops work immediately upon identification of any hazardous materials on the site, the City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Areas or Landowner's property prior to the date hereof.

Landowner is an entity of the State of Minnesota, and nothing herein shall be deemed a waiver by the Landowner of any governmental immunity defenses, statutory or otherwise. Any and all claims brought by the City against the Landowner, its successor or assigns, shall be subject to any governmental immunity defenses of the State and the maximum liability limits provided by Minnesota Statute Chapter 3.736.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, his successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, to the best of its knowledge, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's property described on **Exhibit A** and the Easement Areas described on Exhibit B and has good right to grant and convey the Easement herein to the City.

The Landowner and the City hereby agree that the temporary construction easement rights conveyed by this Easement over the temporary construction easement area legally described in **Exhibit B** shall automatically expire on **December 31, 2019**.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By:

George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)

)

ss.

COUNTY OF DAKOTA)

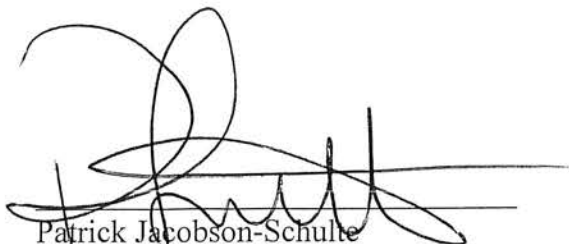
On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights,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

Notary Public

LANDOWNER:

APPROVED BY INVER HILLS COMMUNITY COLLEGE

By:

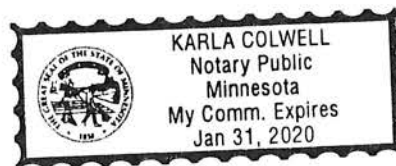

Patrick Jacobson-Schulte
Vice President – Chief Financial Officer
Inver Hills Community College

STATE OF MINNESOTA)

COUNTY OF Dakota) ss.

On this 12th day of April, 2018, before me a Notary Public within and for said County, personally appeared Patrick Jacobson-Schulte to me personally known, who being by me duly sworn, did say that he is the Vice President – Chief Financial Officer at Inver Hills Community College, the entity named as approving the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Community College by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Vice President – Chief Financial Officer acknowledged said instrument to be the free act and deed of Inver Hills Community College.


Notary Public

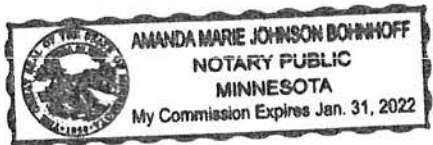


STATE OF MINNESOTA
Acting By and Through
The Board of Trustees of the Minnesota
State Colleges and Universities

By: *Laura M. King*
Laura M. King
Its: Vice Chancellor – Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF Ramsey ss.

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the Vice Chancellor and Chief Financial Officer of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Vice Chancellor and Chief Financial Officer acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.



Amanda Bohmhoff
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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1 in State Subdivision of the Northwest Quarter of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota; excepting therefrom the right of ways of Trunk Highway No. 3 and County State Aid Highway No. 28 as now located and established;

Except

That part of Lot 1 in State Subdivision of the Northwest Quarter of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota, lying southerly of the following described line: Beginning at a point on the north and south quarter line of said Section 16, distant 75.01 feet southerly of the north quarter corner thereof; thence run westerly on an azimuth of 268 degrees 16 minutes 00 seconds for 88.71 feet; thence on an azimuth of 178 degrees 16 minutes 00 seconds for 10 feet; thence on an azimuth of 241 degrees 42 minutes 05 seconds for 156.52 feet; thence on an azimuth of 296 degrees 34 minutes 03 seconds for 147.65 feet; thence on an azimuth of 236 degrees 39 minutes 33 seconds for 152.64 feet; thence on an azimuth of 268 degrees 16 minutes 00 seconds for 135.88 feet; thence on an azimuth of 178 degrees 16 minutes 00 seconds for 14.45 feet; thence deflect to the right on a tangential curve having a radius of 921.47 feet and a delta angle of 16 degrees 43 minutes 24 seconds for 268.96 feet to the west line of said Lot 1; thence on an azimuth of 179 degrees 02 minutes 44 seconds for 214.43 feet to the southwest corner of said Lot 1 and there terminating, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for utility and drainage purposes; sidewalk and trail purposes; and, for grading and sloping and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage collection and control facilities, and sidewalk and trail facilities, under, over, across, through and upon that portion of the Landowner Property lying to the west of the following described line:

Commencing at the Northeast corner of the NW 1/4 of Section 16, Township 27 North, Range 22 West; thence on an assumed bearing of South 00 degrees 34 minutes 08 seconds E along the East line of said NW 1/4 a distance of 75.01 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 88.71 feet; thence South 01 degrees 15 minutes 32 seconds East a distance of 10.00 feet; thence South 62 degrees 10 minutes 33 seconds West a distance of 156.52 feet; thence North 62 degrees 57 minutes 19 seconds West a distance of 147.65 feet, thence South 57 degrees 08 minutes 03 seconds West a distance of 152.64 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 121.49 feet to the point of beginning of the line to be described; thence South 01 degrees 07 minutes 57 seconds East a distance of 25.37 feet; thence deflect to the right on a tangential curve having a radius of 913.88 feet and a delta angle of 9 degrees 43 minutes 05 seconds for 155.01 feet; thence deflect to the right on a non-tangential curve, which chord bears South 21 degrees 00 minutes 19 seconds West a distance of 70.27 feet, having a radius of 873.67 feet and a delta angle of 4 degrees 36 minutes 36 seconds a distance of 70.29 feet, thence deflect to the right on a non-tangential curve, which chord bears South 14 degrees 31 minutes 08 seconds West a distance of 49.30 feet, having a radius of 901.35 feet and a delta angle of 3 degrees 08 minutes 02 seconds a distance of 49.30 feet to the Westerly line of said property and there terminating.

Said permanent easement containing 3474.802 Sq. Ft., 0.080 Acres.

Together with a temporary easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes under, over, across, through and upon that portion of the Landowner Property lying to the west of the following described line:

Commencing at the Northeast corner of the NW 1/4 of Section 16, Township 27 North, Range 22 West; thence on an assumed bearing of South 00 degrees 34 minutes 08 seconds E along the East line of said NW 1/4 a distance of 75.01 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 88.71 feet; thence South 01 degrees 15 minutes 32 seconds East a distance of 10.00 feet; thence South 62 degrees 10 minutes 33 seconds West a distance of 156.52 feet; thence North 62 degrees 57

minutes 19 seconds West a distance of 147.65 feet, thence South 57 degrees 08 minutes 03 seconds West distance of 152.64 feet; thence South 88 degrees 44 minutes 28 seconds West a distance of 32.69 feet to the point of beginning of the line to be described; thence South 14 degrees 36 minutes 58 seconds West a distance of 195.29 feet; thence South 22 degrees 39 minutes 34 seconds West a distance of 95.36 feet; thence South 28 degrees 12 minutes 36 seconds West a distance of 104.51 feet; to the Westerly line of said property and there terminating.

Excepting therefrom the above described permanent utility and drainage easement, sidewalk and trail easement and grading and sloping easement.

Said temporary easement containing 19105.458 Sq. Ft., 0.439 Acres.

[illegible]

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Jay Karlovich, City Attorneys
DATE: April 19, 2018
RE: Authorization for the Use of Eminent Domain Process to Acquire Property
for the Construction of Heritage Village Park

Section 1. Background.

In 2004, the City of Inver Grove Heights (the “City”) began planning for the creation of a signature park within the City that would capitalize on the City’s natural resources, provide an opportunity for residents to enjoy a variety of play equipment options, and draw visitors from the City and the region. The park, known as Heritage Village Park, was envisioned to include a variety of amenities, and to further guide the City’s discussion and planning process for the park, Brauer & Associates Ltd. was hired to prepare a master plan for the park. Following the preparation of the original master plan for the park, the City worked to determine the exact location of the park and to articulate its vision for the structure and function of the park, updating the master plan for the park several times as its vision for the park evolved, culminating in the adoption in 2017 of the final Heritage Village Park Master Plan. While the planning process continued for the park itself, staff simultaneously worked to prepare a funding plan for the construction of the park, including the costs for acquisition of privately-owned property necessary for the construction of the park, which included seeking funding from the State of Minnesota to defray the substantial costs associated with the acquisition of property for and construction of Heritage Village Park.

In 2017, the City of Inver Grove Heights received a Recreation Open Space Development Grant from the Metropolitan Council (the “Council Grant”) under the provisions contained in the Recreation Open Space Development Grant Agreement for Heritage Village Park and the Rock Island Swing Bridge Projects (the “Grant Agreement”). The Council Grant allocated one million five hundred thousand dollars (\$1,500,000.00) (the “Grant Funds”) to the City of Inver Grove Heights to be used for the acquisition of real property necessary for the construction of Heritage Village Park and the construction of the proposed park improvements (the “Project”). Under the terms of the Grant Agreement, the City must spend the Grant Funds by December 31, 2018. After December 31, 2018, the Grant Funds will no longer be available to the City for the Project.

Pursuant to the City’s funding plan for the Project, the Grant Funds are integral to the funding of the Project, and the City has not identified a viable replacement funding source for the Grant Funds should they become unavailable.

With funding secured for the acquisition costs related to the purchase of the three remaining parcels integral to the assembly of the real property for the park itself, City staff engaged Evergreen Land Services Company (“Evergreen”), a property acquisition consultant, to assist it with the direct purchase of the three remaining parcels necessary for the eventual construction of the Project. Thus far, Evergreen has been unable to acquire the three remaining properties by direct purchase. The three remaining properties which are necessary for the City to move forward with its plans for the construction of Heritage Village Park according to the Heritage Village Park Master Plan are:

Parcel	Owners	PID/Legal Description of Property
Parcel 1 (Kramer Parcel)	Albert J. Kramer	PID 20-36500-31-070 Lots 6 and 7, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>
Parcel 2 (Hay Parcel)	Timothy A. Hay and Todd A. Hay and Lynda Hay, husband and wife	PID 20-36500-31-050 Lots 1, 2, 3, 4 and 5, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>
Parcel 3 (Walser Parcel)	Walser Real Estate III, LLC, a Minnesota limited liability company	PID: 20-36500-32-070 Lots 5, 6 and 7, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>

Pursuant to Minnesota Statutes, the City is required to provide a final offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings. The City completed an update to its appraisals for the affected parcels and, on or about March 29, 2018, made a final written offer to the Landowners based upon the updated appraisals.

A separate Confidential Memo covered by the attorney-client privilege was previously sent to the Council concerning the details of the appraisals and the final written offers presented to the affected Landowners.

Section 2. Discussion. To meet the schedule for the Project and to ensure that the three remaining properties necessary for the construction of Heritage Village Park pursuant to the Heritage Village Park Master Plan are acquired prior to the December 31, 2018 deadline for use of the Grant Funds, the City should immediately initiate eminent domain proceedings. State law requires the City to serve a 90-day notice upon the property owners prior to securing the right to take possession of the properties. Under the attached timeline, the City would mail the 90-day quick-take notice to the Landowners file the Petition for Condemnation on or about April 27, 2018. City staff will continue to negotiate a settlement with the Landowners even after the eminent domain proceeding has been initiated.

Section 3. Requested Action. City staff recommends that the City Council approve the attached Resolution Approving the Use of Eminent Domain to Acquire Private Property as Required for the Construction of Heritage Village Park Pursuant to the Heritage Village Master Plan.

Eminent Domain Property Acquisition Timeline
Heritage Village Park Property Acquisition
LGM File No. 81000.12012 (Updated April 17, 2018)

Monday – April 23, 2018: The City’s final written offer must be accepted in writing by the property owner on or before this date.

Monday – April 23, 2018 – Council Meeting: The City Council will pass a Resolution authorizing eminent domain and approving the appraised value of the real property to be condemned using the quick-take statute, Minn. Stat. § 117.042.

By Friday – April 27, 2018: City Attorney files a District Court Condemnation Petition and records a Notice of Lis Pendens.

City Attorney effectuates Three (3) Parallel Eminent Domain Notice Processes.

- 1) Mail 90-day quick-take notices pursuant to Minn. Stat. § 117.042.
- 2) Begin personal service of the objects of the petition pursuant to Minn. Stat. § 117.055.
- 3) Begin 3-weeks published notice pursuant to Minn. Stat. § 117.055.

By Friday – August 10, 2018 (105 days): City Attorney completes the Three (3) Parallel Eminent Domain Process Time Periods: 1) 90-day quick take notice period (15 days of “float” is allowed for re-service of 90-day quick take notices, as necessary); 2) Personal service is usually completed prior to the expiration of the 90-day quick take notice period (personal service must be complete 20-days prior to petition hearing); and, 3) the 3-weeks published notice is usually completed prior to the expiration of the 90-day quick take notice period (published notice must be completed prior to petition hearing).

By Wednesday – September 5, 2018 (26 days): City Attorney completes a District Court Hearing on the City’s Condemnation Petition that requests that the District Court award the City with title and possession to the property. City Attorney also pays or deposits the City’s quick take payment in order to achieve title and possession to the property. This timeline assumes that there is not a contested Petition Hearing whereby the property owner challenges the City’s public purpose and/or necessity to use its power of eminent domain to take the property.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 18-**

**RESOLUTION APPROVING THE USE OF EMINENT DOMAIN
TO ACQUIRE PRIVATE PROPERTY AS REQUIRED
FOR THE CONSTRUCTION OF HERITAGE VILLAGE PARK PURSUANT TO THE
HERITAGE VILLAGE MASTER PLAN**

WHEREAS, the City of Inver Grove Heights (the “City”) has owned certain real property in the area of 65th Street and Doffing Avenue near the Mississippi River for a number of years, and in 2004 began exploring options for the creation of a large, regional park (the “Heritage Village Park”) to capitalize on the proximity of the location to the Mississippi river, its potential connection with the Mississippi Regional Trail, which would provide over 27 miles of uninterrupted trail from St. Paul to Hastings, and its location adjacent to the Rock Island Swing Bridge, which the City hoped to acquire from the State of Minnesota; and

WHEREAS, in order to plan for the development of Heritage Village Park, in 2004, the City of Inver Grove Heights hired Brauer & Associates Ltd. to prepare a master plan for the park (the “Heritage Village Park on the Mississippi Master Plan”) which would lay out the City’s vision for the park, including entrances and amenities, and would identify properties not currently owned by the City which would need to be acquired in order for the construction of Heritage Village Park to move forward; and

WHEREAS, the City Council approved the Heritage Village Park on the Mississippi River Master Plan and the City proceeded to begin acquiring the additional properties necessary for the eventual construction of Heritage Village Park while at the same time seeking contributions toward the cost of acquisition of the necessary property as well as construction of the park from various County, State, and Federal funding sources; and

WHEREAS, after eight years of diligent efforts to move forward with creation of Heritage Village Park including the acquisition of the Rock Island Swing Bridge in 2010, the Heritage Village Park on the Mississippi Master Plan was updated in 2012 and again in 2017 (the “2017 Heritage Village Park Master Plan”), which plan was subsequently approved by the City; and

WHEREAS, the previously-adopted 2017 Heritage Village Park Master Plan includes three (3) separate parcels currently under private ownership (the “Parcels”) as integral components of Heritage Village Park; and

WHEREAS, the City’s vision for Heritage Village Park as articulated in both the Heritage Village Park on the Mississippi Master Plan as well as the 2017 Heritage Village Park Master Plan require the inclusion of the Parcels as part of the plan for Heritage Village Park; and

WHEREAS, the City has approached the fee owners of the Parcels and attempted to directly negotiate the purchase of the Parcels, but has been unable to reach a final settlement and

complete a closing for the purchase of any of the of the three Parcels; and

WHEREAS, the City is the recipient of a Recreation Open Space Development Grant from the Metropolitan Council (the “Council Grant”) in the amount of one million five hundred thousand dollars (\$1,500,000.00) to be used to pay for the acquisition of the Parcels and construction of portions of Heritage Village Park itself (the “Project”); and

WHEREAS, pursuant to the terms of the General Obligation Bond Proceeds Grant Agreement SG-04273 between the City and the Metropolitan Council, the City is required to obtain ownership of the Parcels no later than December 31, 2018, or the Council Grant funds will no longer be available to the City to pay for the acquisition costs of the Parcels and construction of portions of Heritage Village Park itself; and

WHEREAS, to facilitate the construction of Heritage Village Park according to the 2017 Heritage Village Park Master Plan, the City must acquire fee title to the entirety of the three (3) Parcels from the following fee owners:

Parcel	Owners	PID/Legal Description of Property
Parcel 1 (Kramer Parcel)	Albert J. Kramer	PID 20-36500-31-070 Lots 6 and 7, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>
Parcel 2 (Hay Parcel)	Timothy A. Hay and Todd A. Hay and Lynda Hay, husband and wife	PID 20-36500-31-050 Lots 1, 2, 3, 4 and 5, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>
Parcel 3 (Walser Parcel)	Walser Real Estate III, LLC, a Minnesota limited liability company	PID: 20-36500-32-070 Lots 5, 6 and 7, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>

(hereafter collectively referred to as “Landowners”); and

WHEREAS, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the Parcels from the Landowners as required for the Project; and

WHEREAS, the City (and its consultant) were unable to acquire the Parcels from the Landowners by direct purchase; and

WHEREAS, in 2006, the State of Minnesota enacted various eminent domain reforms including an amendment to Minn. Stat. § 117.036 which: a) requires the City to provide the property owner with a copy of the City's appraisal and inform the property owner of the right to obtain an appraisal and receive reimbursement of appraisal costs pursuant to § 117.036, b) requires reimbursement of a property owner's appraisal costs up to \$1,500 for single family and two-family residential property and minimum damage acquisitions (i.e. appraised damages of \$10,000 or less) and \$5,000 for other types of property, and c) requires good faith negotiations which include a good faith attempt to negotiate personally with the property owner; and

WHEREAS, the City has complied with the statutory appraisal copy disclosure, notice of property owner appraisal rights, appraisal cost reimbursement, and good faith negotiation requirements of Minn. Stat. § 117.036; and

WHEREAS, on or about March 29, 2018, final written offers of just compensation pursuant to Minn. Stat. § 117.031 were made to the Landowners; and

WHEREAS, as of April 23, 2018, the City Attorney and/or the City's direct purchase consultant have been unable reach a final settlement and complete a closing with the Landowners; and

WHEREAS, the City Appraiser's approved appraisal of value for each of the affected Landowners is shown in Exhibit No. 1; and

WHEREAS, Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the "quick take" statute. If a condemning authority does not utilize the "quick take" statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period; and

WHEREAS, the City will be unable to complete the Project unless it utilizes the "quick take" statute because it must use the one million five hundred thousand dollars (\$1,500,000.00) in grant money it has received pursuant to the Council Grant before December 31, 2018 or the grant money will no longer be available to the City, and without the one million five hundred thousand dollars (\$1,500,000.00) in Council Grant funds, the City is unable to proceed with the acquisition of the necessary property for the finalization of Heritage Village Park as well as commencement of construction of the park itself. The 90-day "quick take" procedure must be utilized: a) to allow the City to utilize available Grant Funds to pay for the property acquisitions necessary for the Project, b) to meet the Project schedule, and c) to coordinate the Project. If the City does not utilize the "quick take" procedure, the title and right to possession of the parcels would only transfer to the City following the settlement of each parcel valuation case which can

extend over a multi-year period, which would result in the City being unable to utilize the Grant Funds to pay for the acquisition costs of the parcels and construction costs for Heritage Village Park and to comply with the Project Schedule and coordinate the construction of the Project itself.

WHEREAS, the City staff recommends that the Inver Grove Heights City Council authorize the use of the City's power of eminent domain for the acquisition of the Parcels listed in Exhibit No. 1 as required for the Project.

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

- 1) That the City Council hereby authorizes the use of eminent domain for the acquisition of the three parcels shown in Exhibit No. 1 as required for the Project.
- 2) That the City Council approves the appraised values of the fee takings as listed in Exhibit No. 1 and finds that a 90-day "quick take" is required pursuant to Minnesota Statutes, § 117.042(a) to allow the City a) to allow the City to utilize available Grant Funds to pay for the property acquisitions necessary for the Project, b) to meet the Project schedule, and c) to coordinate the Project, since should the City not utilize the "quick take" procedure, the title and right to possession of the parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period, which would result in the City being unable to utilize the Grant Funds to pay for the acquisition costs of the parcels and certain construction costs for Heritage Village Park and to comply with the Project Schedule and coordinate the construction of the Project itself.
- 3) That Parks and Recreation Director Eric Carlson, the City Attorney and/or City consultants are directed to continue good faith settlement negotiations with the Landowners listed in Exhibit No. 1; and Parks and Recreation Director Eric Carlson and the City Attorney are authorized to Minnesota Statutes, Chapter 117, to acquire the properties required for the construction of Heritage Village Park according to the 2012 Master Plan.

Passed this 23rd day of April, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Exhibit No. 1

Parcel Number	Owners	PID/Legal Description of Property	Approved Appraisal of Value
1	Albert J. Kramer	PID 20-36500-31-070 Lots 6 and 7, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>	\$270,000
2	Timothy A. Hay and Todd A. Hay and Lynda Hay, husband and wife	PID 20-36500-31-050 Lots 1, 2, 3, 4 and 5, Block 31, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>	\$182,000
3	Walser Real Estate III, LLC, a Minnesota limited liability company	PID: 20-36500-32-070 Lots 5, 6 and 7, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota. <i>Abstract Property.</i>	\$365,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 23, 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 Promotion:

Rank, Nathan from Firefighter to Lieutenant

Part-Time/Temporary/Seasonal Employment:

Golf Course

Bischoff, Kevin, Golf Course Laborer

Matuska, Jeffrey, Golf Course Laborer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: April 23, 2018
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Assessment Hearing to consider resolution adopting the final assessment roll for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SUMMARY

The project includes roadway improvements, bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement, milling, 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.

The project was ordered by the City Council on September 25, 2017, as part of the City's 2018 Pavement Management Program (PMP). Bids were received on March 14, 2018 and the contract award is scheduled to be considered on May 14, 2018. The project is scheduled to start on July 5, 2018 in coordination with MnDOT's T.H. 3 projects. The City will offer the contractor the flexibility to start earlier with MnDOT's approval, since Park Construction will be the prime contractor for both projects.

Based on the lowest responsible bid, the estimated total project cost for City Project No. 2017-09E is \$1,107,200 and the proposed final assessment amount is \$262,000. This correlates to a \$19,500 assessment per single-family residential. The assessment amount is twenty-four percent (24%) of the total cost.

An informational meeting was held with affected property owners on April 10, 2018, with one resident attending. Staff presented the proposed project costs, assessments, and addressed project related questions. Residents have been informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign-up on the City's listserv communication services.

Staff and the City Attorney have received easement agreements, that are necessary to construct the project, from affected property owners.

The Residential Driveway Restoration Program will be implemented on the project. Once construction is complete, staff will update the assessment roll to include any driveway "credits" for Council approval. The updated assessment roll will then be certified to the County.

A benefit analysis report was prepared by the appraiser (Metzen Appraisals). The proposed final assessments are below the proposed special benefit caps as recommended by the appraiser. The assessment interest rate is proposed at 4.65 percent with a ten-year term. The resolution is drafted so that interest will begin accruing on January 1, 2019.

I recommend approval of the resolution adopting the final assessment roll for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SWD/kf

Attachments: Resolution
Final Assessment Map
Final Assessment Roll

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

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

RESOLUTION NO. _____

WHEREAS, pursuant to 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 on City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction. The streets to be reconstructed include:

93rd Street from T.H. 3 to Abigail Court and Abigail Court from 93rd Street to Abigail Court cul-de-sac.

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 shall constitute the special assessment levied 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 ten (10) years beginning in 2018 and shall bear interest at the rate of 4.65 percent per annum from the date of adoption of this assessment resolution (or at such later date determined by the City Council). Interest will begin to accrue on January 1, 2019.
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 (or such later date determined by the Council). No interest accrual will occur in 2018.
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, Minnesota this 23rd day of April 2018

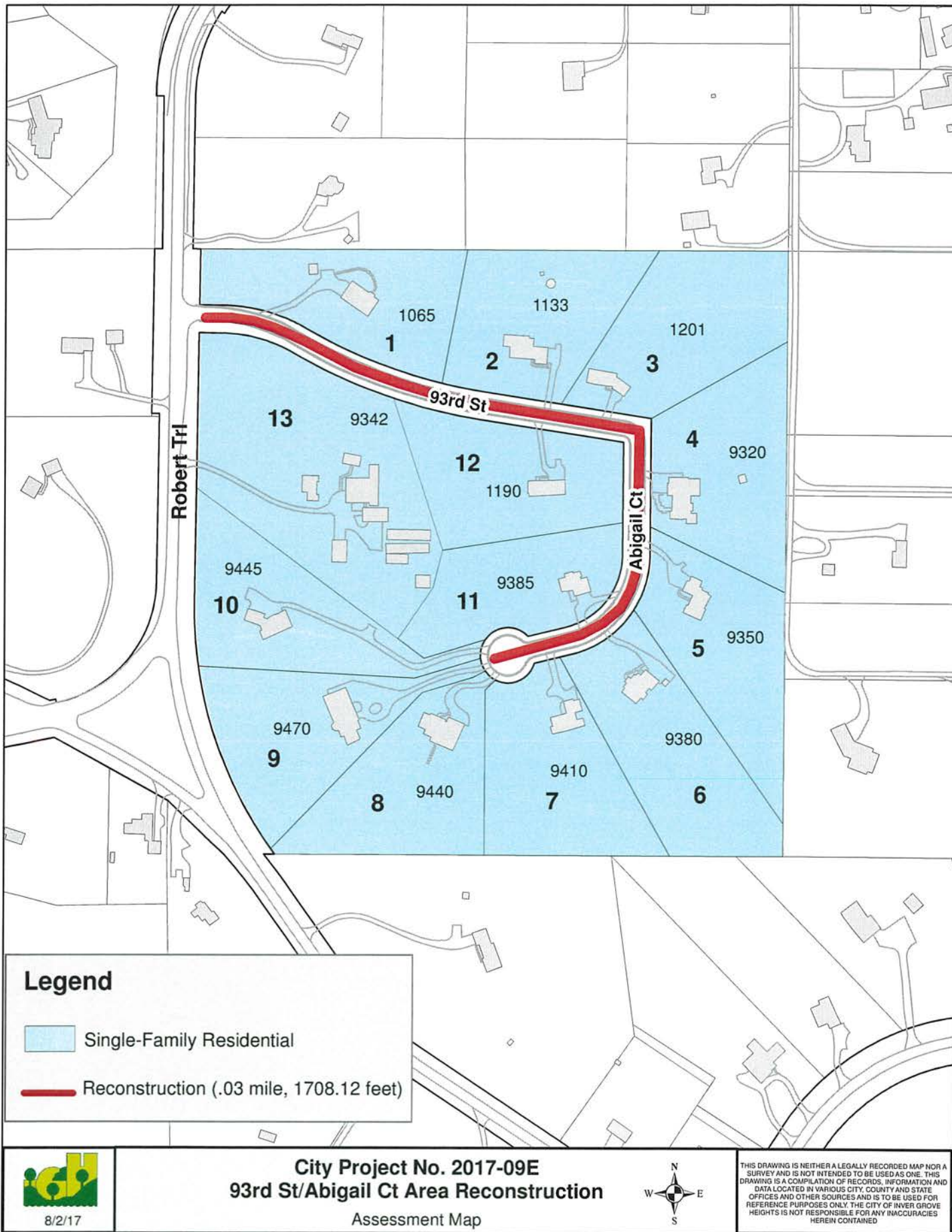
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



**CITY PROJECT NO. 2017-09E - 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION
PROPOSED FINAL ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET	STORM ASSESSMENT	STREET ASSESSMENT	TOTAL PER POLICY ASSESSMENT	SPECIAL BENEFIT ASSESSMENT CAP		PRELIMINARY ASSESSMENT	PROPOSED DEFERRED ASSESSMENT
									STORM	STREET/STORM		
1	203295001010	SFR	LEON J & WANNETTA M HANLEY	1065	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
2	203295001020	SFR	REGINA L BLEVINS-PHILLIPS	1133	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
3	203295001030	SFR	MICHAEL J MUTH	1201	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
4	203295001040	SFR	ALLAN T & PATRICE C REID	9320	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
5	203295001050	SFR	TERENCE W STOERZINGER	9350	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
6	203295001060	SFR	BONNIE MAE TROSKA	9380	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
7	203295001070	SFR	GERALD & BARBARA OSIECKI	9410	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
8	203295001080	SFR	STEVE & ELIZABETH G HAGLIND	9440	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
9	203295001090	SFR	ROGER H & KYLE L GREEN	9470	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
10	203295001100	SFR	STEVEN J & NANCY L FOX	9445	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
11	203295001110	SFR	STEVEN J & SUZANNE M BRAUN	9385	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
12	203295001120	SFR	TERENCE W & HELEN C STOERZINGER	1190	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
13	203295001131	SFR	DALE B & LYNN R STOERZINGER	9342	ROBERT TRL S	\$29,411.72	\$25,294.42	\$54,706.14	\$8,500.00 *	\$19,500.00	\$28,000.00	\$19,500.00
						\$205,882.04	\$328,827.46	\$534,709.50	\$262,000.00			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FIRE STATION NO. 2 - Case No. 18-14PZV

Meeting Date: April 23, 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 9250 Courthouse Boulevard:

- a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation of Parcel A from RC, Regional Commercial to Public/Institutional and to modify the MUSA boundary.
 - Requires a 4/5th's vote.
- b) An Ordinance to rezone Parcel A from B-3, General Business to P, Institutional.
 - Requires a 3/5th's vote.
- c) A Resolution relating to a Major Site Plan Approval for a 31,740 square foot fire station.
 - Requires a 3/5th's vote.
- d) A Resolution relating to a Variance from building and parking lot setbacks.
 - Requires a 3/5th's vote.
 - 60-day deadline: May 4, 2018 (first 60 days)

SUMMARY

Fire Station No. 2 is proposed on property the City just recently acquired along Courthouse Boulevard north of the intersection of Concord. The property is currently zoned and guided for commercial. Fire stations are a permitted use in the P, Institutional District. A comp plan change and rezoning to Public use is necessary. The MUSA boundary must also be changed to bring the site into the MUSA boundary, so it can be served by municipal sewer. When sewer was extended to serve the Arbor Pointe development, the sewer district changes made at that time did not include property to the west side of the highway.

ANALYSIS

The project meets all performance standards except for one building setback and one parking lot setback. The building would be setback 34 feet from the highway whereas 75 feet is required, and the parking lot would be at the front setback line along Courthouse Boulevard. The larger right-of-way from both roads creates a greater separation which creates a buffer between the development and the road.

RECOMMENDATION

Planning Division. Recommends approval of the requests with the conditions listed.

Planning Commission. Also recommends approval of the requests with the conditions listed (8-0).

Attachments: Ordinance Amendment
 Resolution approving the Comp Plan Amendment
 Resolution approving the Major Site Plan Approval
 Resolution approving the Variances
 Planning Commission 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. 18-14PZV
(City of Inver Grove Heights)

The City Council of Inver Grove Heights ordains as follows:

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

SEE EXHIBIT A

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

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No. _____
Page 2

Enacted and ordained into an Ordinance this 23rd day of April, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

PARCEL A

Parcel 1

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.92 feet to said northeasterly right of way line of County Road 28 A and there said line terminates.

Abstract Property

And

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); thence South along said East Line to the actual point of beginning.

Torrens Property

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF PARCEL A FROM RC, REGIONAL
COMMERCIAL TO PUBLIC/INSTITUTIONAL AND TO INCLUDE LAND INTO THE
MUSA BOUNDARY**

**CASE NO. 18-14PZV
(City of Inver Grove Heights)**

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

SEE EXHIBIT B

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

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

WHEREAS, the change to the Comprehensive Plan Land Use Plan to change the designation to Public/Institutional for Parcel A is described in Exhibit A;

WHEREAS, the change to the Comprehensive Plan to add property into the MUSA boundary is described in Exhibit B;

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

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this 23rd day of April, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT B

PARCEL 1:

That part of the East One-Half ($E \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section Twenty-one (21), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, lying northerly of the northerly Right-of-way line of County Road 28A and which lies Southerly of the Southerly boundary of said Plat No. 19-127 and Southerly of the following described line: Commencing at Right of Way Boundary Corner B15 as shown on said Plat No. 19-127; thence South 51 degrees 39 minutes 12 seconds East along the boundary of said plat 1117.70 feet to the point of beginning of the line to be described; thence deflect to the right on a tangential curve, having a radius of 3601.43 feet and a delta angle of 03 degrees 32 minutes 28 seconds, for 222.58 feet to the southeasterly line of Tract A hereinbefore described and there terminating; and which lies Northwestery of the following described line:

Commencing at the southeast corner of said East One-Half ($E \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$); thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East One-Half ($E \frac{1}{2}$), a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East One-Half ($E \frac{1}{2}$) of the Northeast quarter ($NE \frac{1}{4}$) of Section Twenty-one (21); thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East along the east line of said East one-Half ($E \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) for 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West for 499.73 feet to the southeasterly line of the above described property and there terminating.

Abstract Property

PARCEL 2:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter ($NW \frac{1}{4}$ of $NE \frac{1}{4}$) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter ($NW \frac{1}{4}$ of $NE \frac{1}{4}$) 548.68 feet to Intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of Intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter ($NW \frac{1}{4}$ of $NE \frac{1}{4}$); thence South along said East Line to the actual point of beginning. Torrens Property.

Torrens Property.

AND

SECTION 21
TWN 27 RANGE
22

PT OF NW 1/4 OF NE 1/4 N & E OF STH #55 EX COM INT
NE R/W VAC OLD STH #52 NW ON R/W 75 FT NE 45 FT
TO E LINE NW 1/4 OF NE 1/4 S ON E LINE TO BEG EX PAR
211 MN DOT R/W PLAT 19-114

EXHIBIT A

PARCEL A

Parcel 1

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.92 feet to said northeasterly right of way line of County Road 28 A and there said line terminates.

Abstract Property

And

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); thence South along said East Line to the actual point of beginning.

Torrens Property

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL FOR A 31,740 square foot
fire station**

(City of Inver Grove Heights)
Case No. 18-14PZV

WHEREAS, an application for a Major Site Plan Approval has been submitted for the property located at 9250 Courthouse Boulevard and legally described as:

SEE EXHIBIT A

WHEREAS, the aforescribed property is zoned P, Institutional District;

WHEREAS, a public hearing concerning the major site plan approval was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 3, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval for a 31,740 square foot fire station is hereby approved with the following conditions:

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

Site Plan	dated 3/26/18
Grading & Drainage Plan	dated 3/26/18
Utility Plan	dated 3/26/18
Tree Preservation Plan	dated 3/26/18
Landscape Plan	dated 3/26/18
Lighting/Illumination Plan (2 sheets)	dated 3/2/18
Exterior Elevations	dated 3/5/18

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
3. A wetland delineation shall be required and must be approved prior to construction.
4. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
5. Any roof top and/or ground utility equipment shall be substantially screened from public view.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of April, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

PARCEL A

Parcel 1

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.92 feet to said northeasterly right of way line of County Road 28 A and there said line terminates.

Abstract Property

And

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); thence South along said East Line to the actual point of beginning.

Torrens Property

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE FROM BUILDING SETBACKS FROM HWY
52/55 AND PARKING LOT SETBACKS FROM COURTHOUSE BOULEVARD**

CASE NO. 18-14PZV
(City of Inver Grove Heights)

Property located at 9250 Courthouse Boulevard and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a variance to allow a 34 foot building setback from Hwy 52/55 and a zero foot parking lot setback from Courthouse Boulevard;

WHEREAS, the afore described property is zoned P, Institutional District;

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

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

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

The unique circumstances here relate to the configuration of the lot and that the site is bounded by one roadway with a large setback that the site does not access and the old right-of-way width of Courthouse Boulevard that creates a significant buffer from development to the road surface.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow reduced building setback and reduced parking lot setback is hereby approved.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of April, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

PARCEL A

Parcel 1

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.92 feet to said northeasterly right of way line of County Road 28 A and there said line terminates.

Abstract Property

And

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); thence South along said East Line to the actual point of beginning.

Torrens Property

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 3, 2018

SUBJECT: **CITY OF INVER GROVE HEIGHTS (FIRE STATION) – CASE NO. 18-14PZV**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from B-3, General Business to P, Public/Institutional, a comprehensive plan amendment to change the land use from RC, Regional Commercial to P, Public/Institutional and add the three parcels into the MUSA boundary, a major site plan for the construction of a fire station, and variances from the building and parking lot setbacks, for the property located at 9250 Courthouse Boulevard. The comprehensive plan amendment expanding the MUSA boundary includes PID No's 20-02100-01-019, 20-02100-03-030 and 20-02100-01-020. 48 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the City acquired an 11.6-acre parcel on which to locate the City's third fire station. Through the administrative subdivision process, the parcel was split into two lots. The fire station would sit on 5.5 acres and the remainder would be sold for future development. Several approvals are needed, including a comprehensive plan amendment to change the guiding from RC, Regional Commercial to P, Public/Institutional, expanding the MUSA boundary to include the three properties noted in the report, a rezoning from B-3, General Business to P, Public/Institutional, a major site plan approval, and a variance from building and parking lot setbacks. He advised that the fire station would be located on the northern portion of the site, the existing house would be removed, and the shed would be retained for equipment storage. The site would have two access points onto Courthouse Boulevard. Staff believes a practical difficulty exists relative to configuration of the lot and the site being bounded by a roadway with a large setback that the site does not access and the old right-of-way width of Courthouse Boulevard, which creates a significant buffer from the development to the road surface. Staff recommends approval of the requests.

Judy Thill, Inver Grove Heights Fire Chief, provided a history of the request, stating only two fire stations are currently in use; the third fire station was taken out of service in the 1970's. In 2010 they did a study to look at needs and location for a third fire station that could cover the southern half of the City. They looked at a location near the center of the city as the demographics and density of the southern portion of the City could not support a volunteer fire department. Four sites in this area were originally looked at; for various reasons the proposed site was determined to be the best option. The proposed site has easy access to Highway 52/55 and Barnes Avenue, and is in a location that qualifies for better insurance rates. In 2014 a feasibility study was done, and Five Bugles Architects provided the preliminary and final fire station design. Paid on-call volunteer firefighters will sign up to stay at the station for 4 or 8-hour shifts. They will have three firefighters on duty 24/7. She displayed a rendering of the building exterior and interior layout.

Recommendation to City Council

February 6, 2018

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Commissioner Lissarrague asked who responds to the Albavar Path neighborhood.

Chief Thill replied that they have an auto aid agreement with the Eagan Fire Department where they share responsibilities for outlying areas on more serious fires.

Commissioner Weber asked if they would need a sizable well for the fire station.

Chief Thill replied they would not need a well as they would have City utilities brought under Highway 52/55 to the site.

Commissioner Wippermann asked the number and type of vehicles that would be at this location.

Chief Thill replied there would be a total of eight bays which would house a full-sized pumper engine, mini-pumper, brush truck, squad, and special operations truck/trailer.

Opening of Public Hearing

Frank Brewer, 9180 Courthouse Boulevard Court, stated that Courthouse Boulevard Court was not well maintained and asked if there were road improvements associated with the project.

Chief Thill replied that road improvements were not part of this project and that City Administrator Lynch stated at a neighborhood meeting that Courthouse Boulevard was not currently on the pavement management list.

Mr. Brewer asked if increased traffic was anticipated with this project, other than fire engines and staff.

Chief Thill did not anticipate increased traffic other than general public occasionally stopping by.

Mr. Brewer asked if the fire station would have a community use.

Chief Thill replied that occasionally the Boy Scouts or similar small groups might use the facility.

Commissioner Scales asked if a traffic study was done.

Mr. Hunting replied a traffic study was not seen as necessary.

Mr. Brewer asked if the fire station at City Hall was too small.

Chief Thill advised there was never a fire station at City Hall. The two fire stations are located on Upper 55th Street and 70th Street/Clayton Avenue.

Mr. Brewer asked if they could expect a little more traffic and sirens.

Chief Thill replied they would try not to turn on the sirens until getting a little distance from the station.

Commissioner Lissarrague asked what the anticipated construction schedule would be should

Recommendation to City Council

February 6, 2018

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this be approved.

Chief Thill replied that groundbreaking would be in the next 2-3 months, with completion in 9-12 months.

Mr. Brewer asked if City sewer and water would also be brought to neighboring residential properties.

Chief Thill replied there was no plan for that.

Commissioner Scales closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Lissarrague, to approve the request for a rezoning of the property from B-3, General Business to P, Public/Institutional, a comprehensive plan amendment to change the land use from RC, Regional Commercial to P, Public/Institutional and add the three parcels into the MUSA boundary, a major site plan for the construction of a fire station, and variances from the building and parking lot setbacks, for the property located at 9250 Courthouse Boulevard. The comprehensive plan amendment expanding the MUSA boundary includes PID No's 20-02100-01-019, 20-02100-03-030 and 20-02100-01-020, with the conditions and practical difficulty as listed in the report.

Motion carried (8/0). This item goes to the City Council on April 23, 2018.

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

REPORT DATE: March 30, 2018

CASE NO: 18-14PZV

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Comprehensive Plan Amendment, Rezoning, Major Site Plan and Variance

HEARING DATE: April 3, 2018

LOCATION: 9250 Courthouse Blvd.

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City acquired an 11.6 acre parcel to locate the city's third fire station. Through the administrative subdivision process, the parcel was split into two lots. The Fire station would sit on 5.5 acres and the remainder would be sold for future development. The fire station would be located on the north portion of the lot with a building size of approximately 31,740 square feet. The existing house on the property would be demolished, but the accessory structure would remain for storage of equipment.

The specific requests consist of the following:

- a) A Comprehensive Plan Amendment to change the land use designation of Parcel A to Public/Institutional and to place both Parcels A and B and lot to the north into the MUSA boundary.
- b) A Rezoning of Parcel A to P, Institutional.
- c) A Major Site Plan Approval for a 31,740 square foot fire station.
- d) A Variance from building and parking lot setbacks.

EVALUATION OF THE REQUEST

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

North: Single family home; zoned B-3; guided RC

East: Highway 52/55, Arbor Pointe commercial

West: Large lot residential; zoned E-1; guided RDR

South: Large lot residential; zoned E-1; guided RDR

COMPREHENSIVE PLAN AMENDMENT

The property is currently guided RC, Regional Commercial. In order for the fire station use to be consistent with comp plan and zoning, a change to Public/Institutional is necessary.

The land use category of Public/Institutional reads as follows:

“Public/Institutional uses in Inver Grove Heights include churches, buildings and land adjacent to schools, cemeteries, government facilities and other parcels that are owned by a public agency or institution. The public/institutional category does not include parks and recreation areas. They are classified separately under this plan.

The most prominent public/institutional land uses in Inver Grove Heights include schools and local government facilities. Schools included facilities owned and run by the three public school districts that lie within the community and Inver Hills Community College. Local government facilities include the city hall, community center and public works complex and the fire station locations.”

A change of land use designation would be consistent with the comp plan for the uses intended in this category.

The property would need to be served by municipal sewer and water. The site is not currently within the MUSA boundary and sewer and water are located on the east side of the highway. There is a separate city project to bring sewer and water under the highway to serve this parcel. The MUSA boundary would be expanded to include the subject property and the house to the north since there would be the ability to serve that parcel.

REZONING

A rezoning to P, Institutional is required to be consistent with the proposed comprehensive plan change. Fire stations are a permitted use within this zoning district.

MAJOR SITE PLAN APPROVAL

Improvements to the site consists of a 31,740 square foot fire station containing offices, vehicle storage and training facilities. Public and staff parking would be located on the north and west sides of the lot. The area south of the building would be for fire truck access and maneuvering.

Setbacks. The proposed building meets setbacks from Courthouse Boulevard and side property lines. The Institutional zoning district requires a 75 foot setback from Hwy 52/55. The building is

proposed with a setback of 34 feet. A variance would be required and is discussed later in this report.

The parking lot complies with all setbacks except along Courthouse Boulevard. A 10 foot setback is required, and the proposal is to have the parking lot up to the property line. A variance would be required and is discussed later in this report.

Building Coverage/Floor Area Ratio. The Institutional zoning district has a maximum building coverage of 20% of the lot and floor area ratio (FAR) of 0.25. The proposed building would cover 9.5% of the site and the two-story building would have an FAR of 0.15.

Parking. The zoning ordinance does not have a specific parking requirement for fire stations. The plan provides for 76 parking spaces which would provide space for the fire fighters and room for parking for the training facility.

Access. The project is proposed with two access points onto Courthouse Boulevard. One access serves the parking lot and the other would be the main exit for the fire trucks. The access drive is 75 feet wide which is consistent with the widest driveway width allowed in the zoning ordinance.

Landscaping. The City's landscape policy requires a minimum of 56 over story trees, or the equivalent, be planted on site. This is based on one tree per 50 lineal feet of site perimeter (2,429 lineal feet) plus one tree per 10 parking spaces. Over story trees equal minimum 2.5 caliper inch deciduous or minimum six foot tall coniferous trees. Equivalent plantings are allowed at 2:1 for ornamental trees and 6:1 for shrubs. At least 50% of the plantings must be over story. All plantings must be at least five feet from the front property line along the right-of-way and must also be located outside of any drainage and utility easements.

The submitted landscape plan shows 56 over story trees consisting of deciduous and coniferous trees, and shrubs which satisfy the requirement. The plantings would surround the site on the north, east and south boundaries.

The proposed project and grading would remove 43% of the existing trees on site. The maximum allowed removal without the need for reforestation is 50%.

Building Materials. The proposed building consists of a mix of cast stone, face brick and metal panel details. All materials proposed comply with ordinance standards. The building height to the tallest portion of the building is approximately 37 feet. Maximum height in the Institutional district is 40 feet.

Engineering. Engineering has reviewed plans and finds the design acceptable. There maybe some changes to the infiltration basin once the wetland is delineated and boundaries are known and type is known to determine how the wetland will function as part of the overall storm water plan.

Lighting. A lighting and illumination plan has been submitted which identifies all lighting will be using down cast style fixtures on the light poles and building. The illumination pattern complies with the zoning code maximums.

Roof Top Screening. The code requires all rooftop and ground mounted mechanical equipment to be screened 100% from view of the public. No screening details are provided with the building elevations as this type of detail is typically not worked out and designed until the building plans are ready to be submitted for permit review. A standard condition of approval is that the building design complies with the rooftop screening requirement.

Wetland. There is a wetland in the southern portion of the lot that will need to be delineated once the growing season begins. A delineation will be required and must be approved prior to issuance of building permits.

VARIANCE

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The intent of the 75 foot building setback is to provide a deep front yard for aesthetics and safety reasons. Based on the width of the highway right-of-way, the building would be 150 feet from the road and the site is 25-30 ft higher than the road surface.

The right-of-way for Courthouse Boulevard is old highway right-of-way and much wider than standard widths. The parking lot proposed at the front property line would still be 66 feet from the road surface.

The requests would still meet the general purpose and intent of the regulations.

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

The lot gets narrower going north, along with large rights-of-way on either side, creates challenges to fitting the improvements on the lot. The building and parking lot are still a considerable distance from the road surfaces.

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

The unique circumstances here relate to the configuration of the lot and that the site is bounded by one roadway with a large setback that the site does not access and the old

right-of-way width of Courthouse Boulevard that creates a significant buffer from development to the road surface.

4. *The variance will not alter the essential character of the locality.*
The building and parking lot would not be closer to the road than others in the area. The character of the neighborhood would not be changed if the variances are allowed.
5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - o Approval of the **Comprehensive Plan Amendment** to add land into the MUSA boundary and to change the designation of Parcel A to Public/Institutional subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - o Approval of the **Rezoning** of Parcel A to P, Institutional District.
 - o Approval of the **Major Site Plan Approval** for a 31,740 square foot fire station subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 3/26/18
Grading & Drainage Plan	dated 3/26/18
Utility Plan	dated 3/26/18
Tree Preservation Plan	dated 3/26/18
Landscape Plan	dated 3/26/18
Lighting/Illumination Plan (2 sheets)	dated 3/2/18
Exterior Elevations	dated 3/5/18

2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
 3. A wetland delineation shall be required and must be approved prior to construction.
 4. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
 5. Any roof top and/or ground utility equipment shall be substantially screened from public view.
- Approval of the **Variances** for the building setback from Hwy 52/55 and parking lot setback from Courthouse Boulevard with the practical difficulty listed:

The unique circumstances here relate to the configuration of the lot and that the site is bounded by one roadway with a large setback that the site does not access and the old right-of-way width of Courthouse Boulevard that creates a significant buffer from development to the road surface.

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

RECOMMENDATION

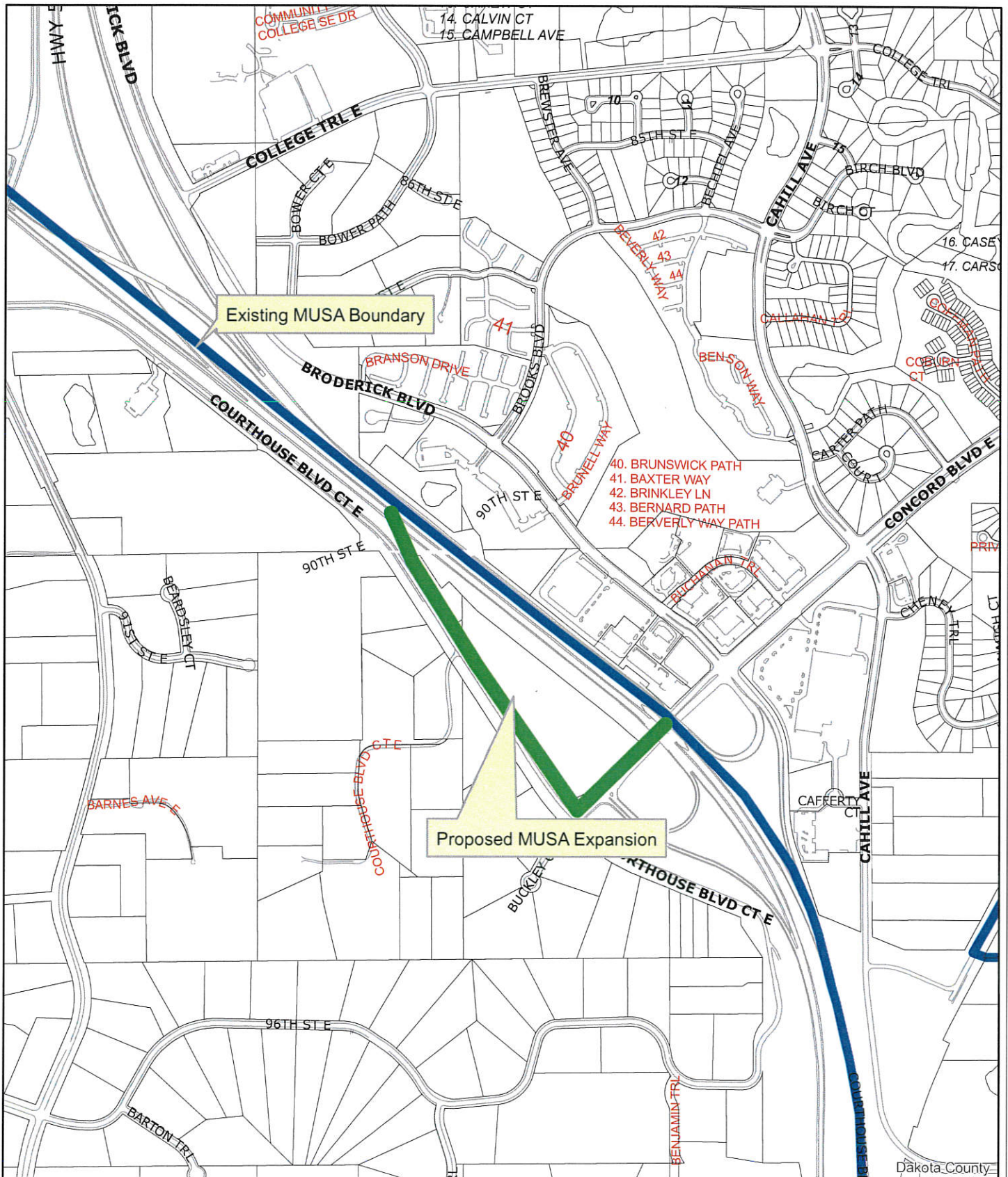
Staff recommends approval of the applications subject to the conditions listed in the report.

Attachments: Location Map
MUSA boundary change map
Comp plan land use plan change map
Parcel drawing map
Site Plan
Grading & Drainage Plan
Utility Plan
Tree Preservation Plan
Landscape Plan
Lighting/Illumination Plan (2 sheets)
Exterior Elevation Plan





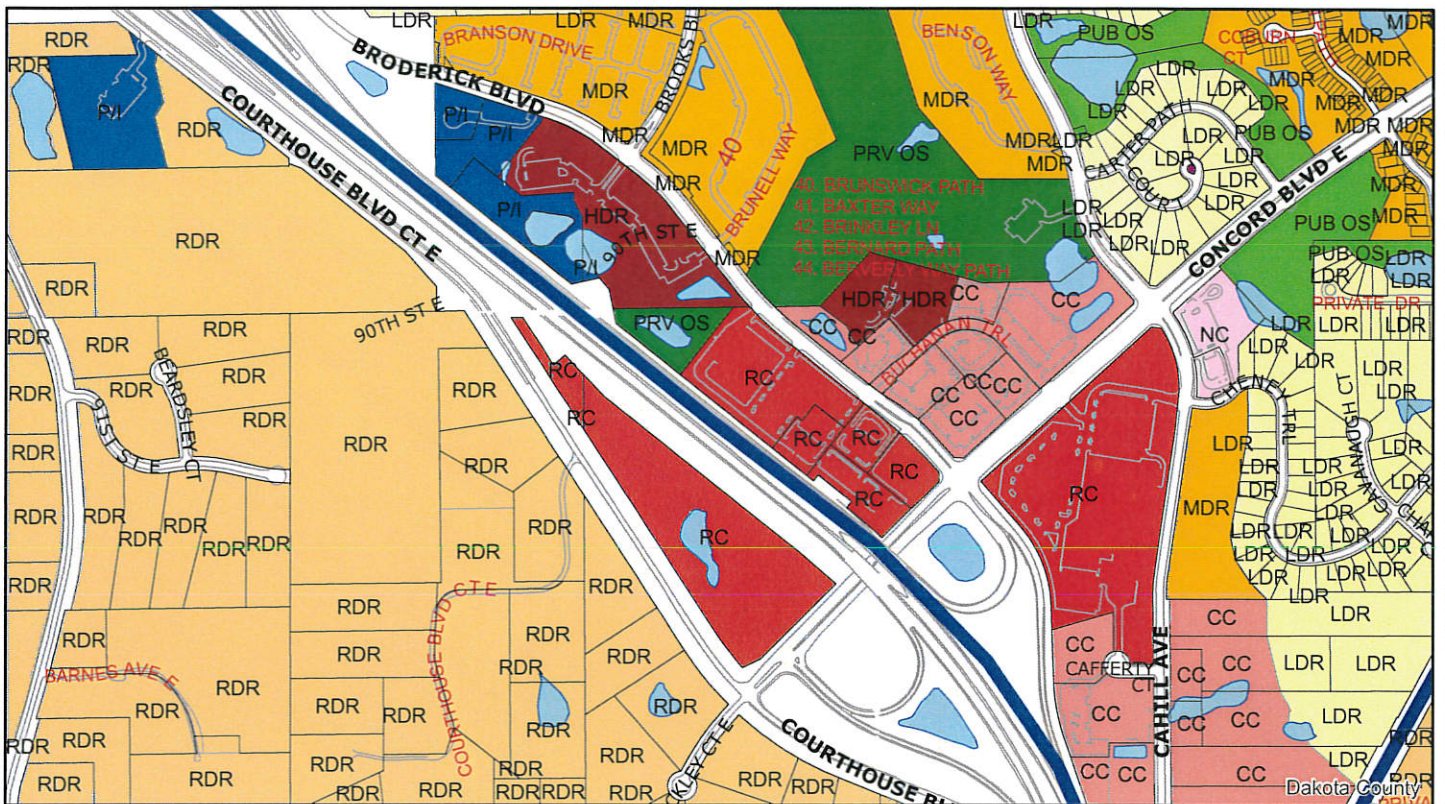
MUSA Expansion Map



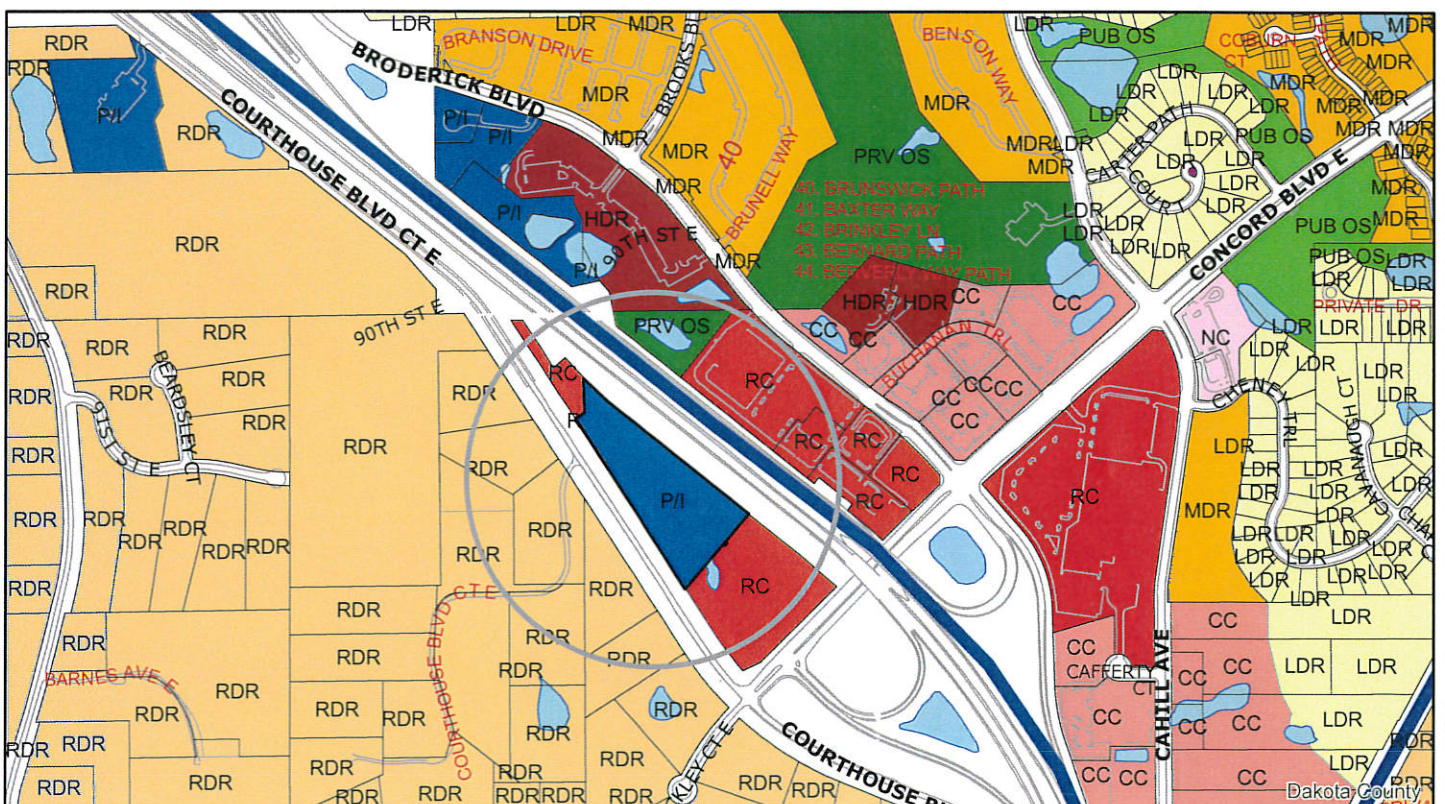
Comp Plan Land Use Change



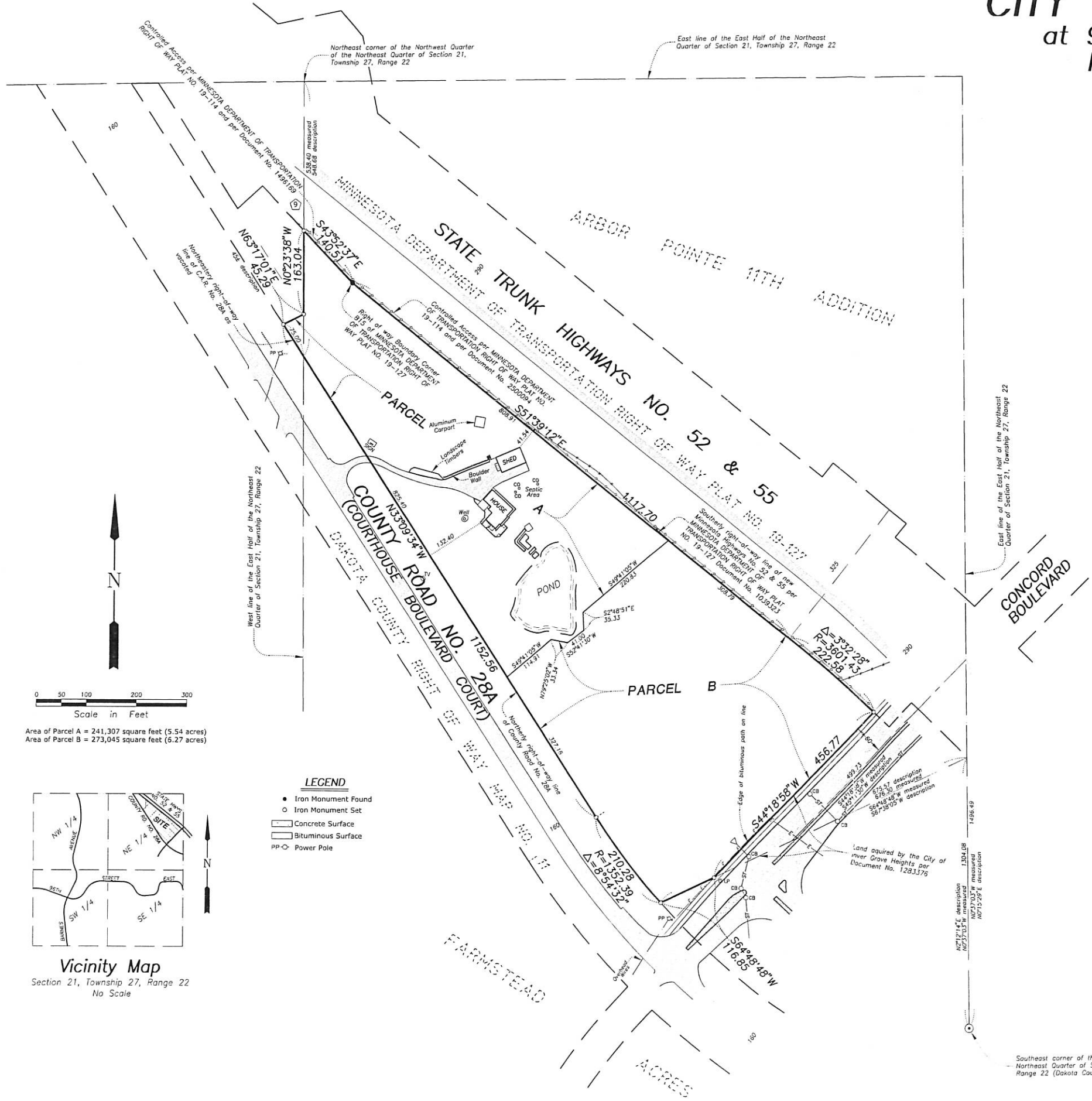
Existing Land Use



Proposed Land Use



Administrative Subdivision for:
CITY OF INVER GROVE HEIGHTS
at 9250 Courthouse Boulevard Court
Inver Grove Heights, Minnesota



EXISTING PROPERTY DESCRIPTION

PARCEL 1:
That part of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, lying northerly of the northerly right-of-way line of County Road 28A and which lies southerly of the southerly boundary of said Plat No. 19-127 and southerly of the following described line: Commencing at Right of Way Boundary Corner B15 as shown on said Plat No. 19-127; thence South 51 degrees 39 minutes 12 seconds East along the boundary of said plat 1117.70 feet to the point of beginning of the line to be described; thence deflect to the right on a tangential curve, having a radius of 3601.43 feet and a delta angle of 03 degrees 32 minutes 28 seconds, for 222.58 feet to the southeasterly line of Tract A hereinbefore described and there terminating; and which lies Northwestwardly of the following described line:
Commencing at the southeast corner of said East One-Half (E 1/2) of the Northeast Quarter (NE 1/4); thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East One-Half (E 1/2), a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.
EXCEPT
That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East One-Half (E 1/2) of the Northeast quarter (NE 1/4) of Section Twenty-one (21); thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East along the east line of said East one-Half (E 1.2) of the Northeast Quarter (NE 1/4) for 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West for 499.73 feet to the southeasterly line of the above described property and there terminating.
Abstract Property
PARCEL 2:
Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of the land to be described; thence Northwesterly along said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly 45 feet, more or less, to the point of intersection of the old right of way line of said Highway (before vacation) and the East line of said Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4); thence South along said East Line to the actual point of beginning. Torrens Property.
Torrens Property.

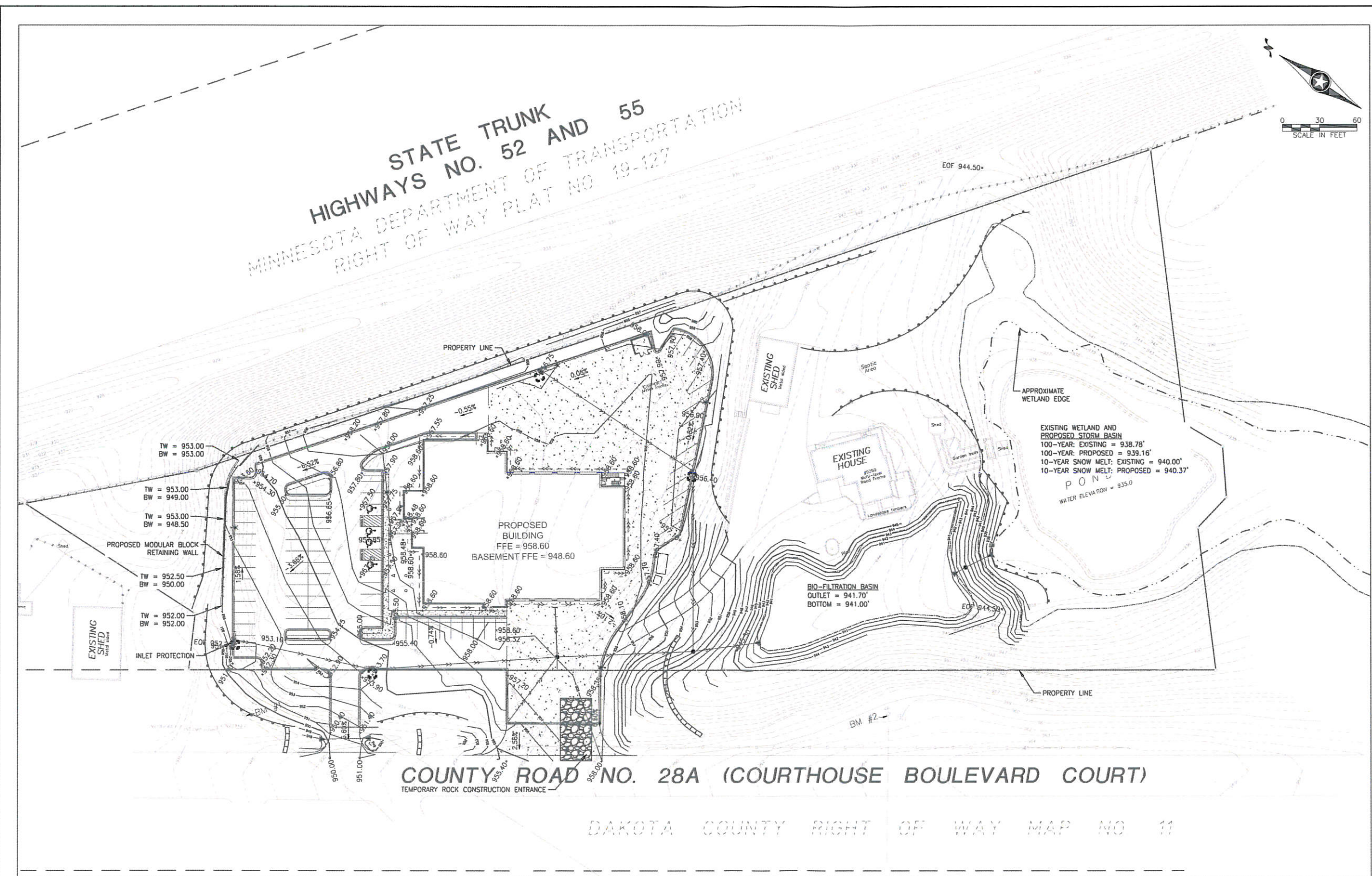
PARCEL A

Parcel 1
That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:
Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.92 feet to said northeasterly right of way line of County Road 28 A and there said line terminates.
Abstract Property
And
Parcel 2
Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 21, Township 27, North, Range 22 West, Dakota County, Minnesota; thence Southerly along the East line of said Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) 548.68 feet to intersection with the Northeasterly right-of-way line of C.A.R. No. 28 A (Old S.T.H. #52) as vacated which is actual point of beginning of description of this parcel; thence Northwesterly along the said Northeasterly right-of-way line, as vacated, 75 feet; thence Northeasterly approximately 45 feet to the point of intersection of the old right of way line of said Highway (before vacation) with said East line of said Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4); thence South along said East Line to the actual point of beginning.
Torrens Property

PARCEL B

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:
Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.
EXCEPT
That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.
ALSO EXCEPT
That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:
Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28 A and there said line terminates.

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Dated this 24th day of October, 2017
REHDER & ASSOCIATES, INC.
Gary C. Huber, Land Surveyor
Minnesota License No. 22036
Revised December 4, 2017
Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 240 • Eagan, Minnesota • Phone (651) 452-5051



GRADING AND EROSION PLAN

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
- REFER TO THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT FOR ANY ADDITIONAL SITE PREPARATION INFORMATION OR REQUIREMENTS.
- IF GROUND WATER IS PRESENT IN THE EXCAVATION, OR IF THE EXPOSED SOILS ARE WET AND UNSTABLE, CONTACT THE OWNER OR ENGINEER FOR A RECOMMENDATION FROM THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING ACTIVITIES AND SHALL MAINTAIN SAID MEASURES FOR DURATION OF CONSTRUCTION ACTIVITIES. UPON ESTABLISHMENT OF TURF, THE CONTRACTOR SHALL REMOVE THE EROSION CONTROL MEASURE AND DISPOSE OF OFF SITE.
- CONTRACTOR TO PREVENT DIRT AND/OR DEBRIS FROM ENTERING STORM SEWER OR BEING TRANSPORTED OFF SITE IN AN UNCONTROLLED MANNER. CONTRACTOR TO VERIFY AT PROJECT CLOSEOUT THAT STORM SEWER SYSTEM IS CLEAR OF SEDIMENT AND/OR DEBRIS AND IS FULLY FUNCTIONAL.
- CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AFTER EVERY RAINFALL EVENT AND/OR EVERY 7 DAYS.
- ALL DISTURBED NON-PAVED AREAS SHALL RECEIVE TEMPORARY PROTECTION OR PERMANENT COVER WITHIN 14 DAYS OF DISTURBANCE OPERATIONS.
- WHEN TRAPPED SEDIMENT REACHES 1/3 OF THE HEIGHT OF SILT FENCE, IT SHALL BE REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
- CATCH BASIN SEDIMENT FILTER SACKS SHALL BE CLEANED WHEN SEDIMENT REACHES 1/3 THE CAPACITY OF THE SACK.
- WHEN SEDIMENT IS TRACKED ON TO PAVED SURFACES, IT SHALL BE REMOVED WITHIN 24 HOURS OF DISCOVERY.
- ANY SEDIMENT FROM THE CONSTRUCTION SITE THAT ACCUMULATES ON OR OFF THE OWNER'S PROPERTY SHALL BE REMOVED BY THE CONTRACTOR AT HIS/HER EXPENSE. ANY DAMAGE THAT OCCURS FROM THE ACCUMULATED SEDIMENT OR FROM THE CONTRACTOR'S REMOVAL OF THE SEDIMENT, SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
- ALL EXCAVATIONS MUST COMPLY WITH THE REQUIREMENTS OF OSHA 29 CFR, PART 1926, SUBPART P, "EXCAVATIONS AND TRENCHES." THIS DOCUMENT STATES THAT EXCAVATION SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS OF THE PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLAN.
- ALL SLOPES 3:1 OR GREATER TO RECEIVE EROSION CONTROL.
- SPOT ELEVATIONS SHOWN ON PROPOSED CURB LINE ARE TO GUTTER FLOWLINE.

GRADING AND EROSION CONTROL LEGEND:

	PROPOSED CONTOURS
	EXISTING CONTOURS
	PROPOSED SPOT ELEVATION
	EMERGENCY OVERFLOW SPOT ELEVATION
	SILT FENCE
	BIO ROLL
	INLET PROTECTION
	ROCK CONSTRUCTION ENTRANCE

BENCH MARKS:

BENCHMARK #1 IS A RR SPIKE WEST FACE PP=947.46'
BENCHMARK #2 IS A RR SPIKE WEST FACE PP=961.93'

City of Inver Grove Heights

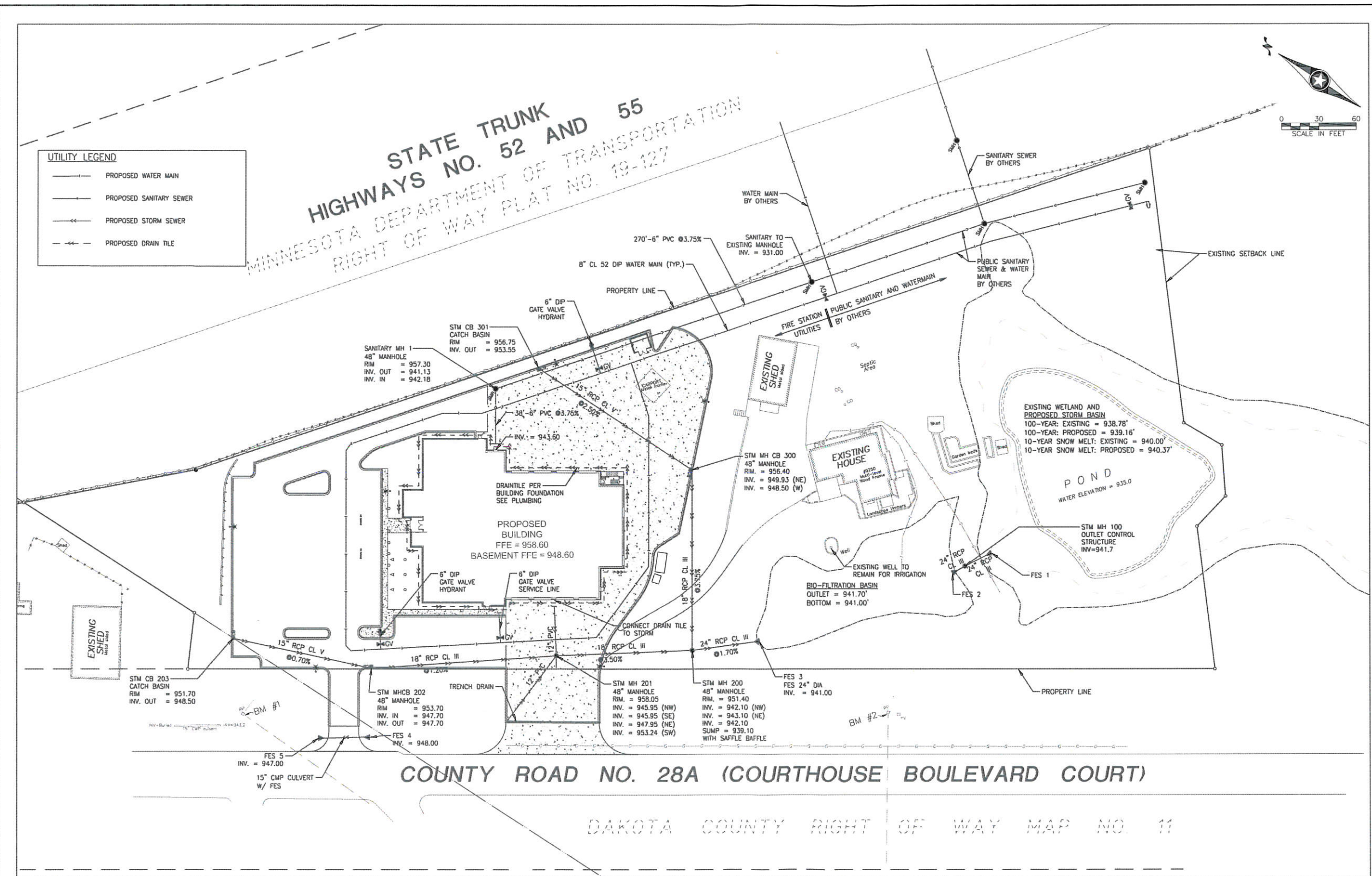
2229 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 56007

Inver Grove Heights Fire Station

Wendel
2500 Highway 100, Suite 200, Maplewood, MN 55127
Phone: 612.835.1234
Fax: 612.835.1235
www.wendelinc.com

GRADING DRAINAGE & EROSION CONTROL PLAN

DATE: 03/20/2018
SCALE: 1"=40'
SHEET NO. 000001 OF 0001
C3



- UTILITY PLAN**
1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
 2. CONTACT GOPHER STATE ONE CALL PER STATE STATUTES FOR PUBLIC UTILITY LOCATES PRIOR TO ANY EXCAVATION.
 3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL UTILITY LOCATES. THE CONTRACTOR MUST HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE PRIVATE UTILITIES IN THE CONSTRUCTION AREA PRIOR TO ANY EXCAVATION.
 4. EXISTING SURVEY INFORMATION HAS BEEN PROVIDED BY OTHERS. THE ARCHITECT OR ENGINEER CAN NOT BE HELD RESPONSIBLE FOR INACCURACIES RELATED TO THE SURVEY INFORMATION.
 5. FIELD VERIFY ALL UTILITY INVERTS PRIOR TO BEGINNING UTILITY INSTALLATIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES FROM THE PLAN FOR RESOLUTION PRIOR TO BEGINNING UTILITY INSTALLATIONS.
 6. COMPLY WITH ALL LOCAL AND STATE REQUIREMENTS FOR UTILITY INSTALLATION AND TESTING.
 7. OBTAIN ALL PERMITS OR APPROVALS FROM LOCAL UTILITY OWNERS PRIOR TO BEGINNING UTILITY INSTALLATIONS. NOTIFY UTILITY OWNERS OF THE START OF CONSTRUCTION PRIOR TO BEGINNING.
 8. MAINTAIN 7.5' OF COVER ON ALL NEW WATERMAIN.
 9. PIPE LENGTHS THAT MAY BE SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
 10. COORDINATE WITH MECHANICAL CONTRACTOR FOR EXACT LOCATION OF SERVICE CONNECTIONS AND CONTINUATION

- OF SERVICES WITHIN THE BUILDING PRIOR TO THE START OF UTILITY INSTALLATION.
11. ADJUST, OR ARRANGE TO BE ADJUSTED BY UTILITY OWNER, ALL STRUCTURES, PUBLIC AND PRIVATE, TO PROPOSED GRADES WHERE DISTURBED. COMPLY WITH ALL REQUIREMENTS OF UTILITY OWNERS. STRUCTURES BEING RESET IN PAVED AREAS TO MEET OWNER'S REQUIREMENTS FOR TRAFFIC LOADING.
 12. VERIFY ALL CONNECTIONS TO EXISTING UTILITY SERVICES PRIOR TO CONSTRUCTION.
 13. ALL EXCAVATIONS MUST COMPLY WITH THE REQUIREMENTS OF OSHA 29 CFR, PART 1926, SUBPART P, "EXCAVATIONS AND TRENCHES." THIS DOCUMENT STATES THAT EXCAVATION SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

City of Inver Grove Heights

9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

Inver Grove Heights
Fire Station

wendel

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Professional Engineering
Surveying and Landscape Architecture, P.C.

SRI ENGINEERS
PLANNERS
DESIGNERS

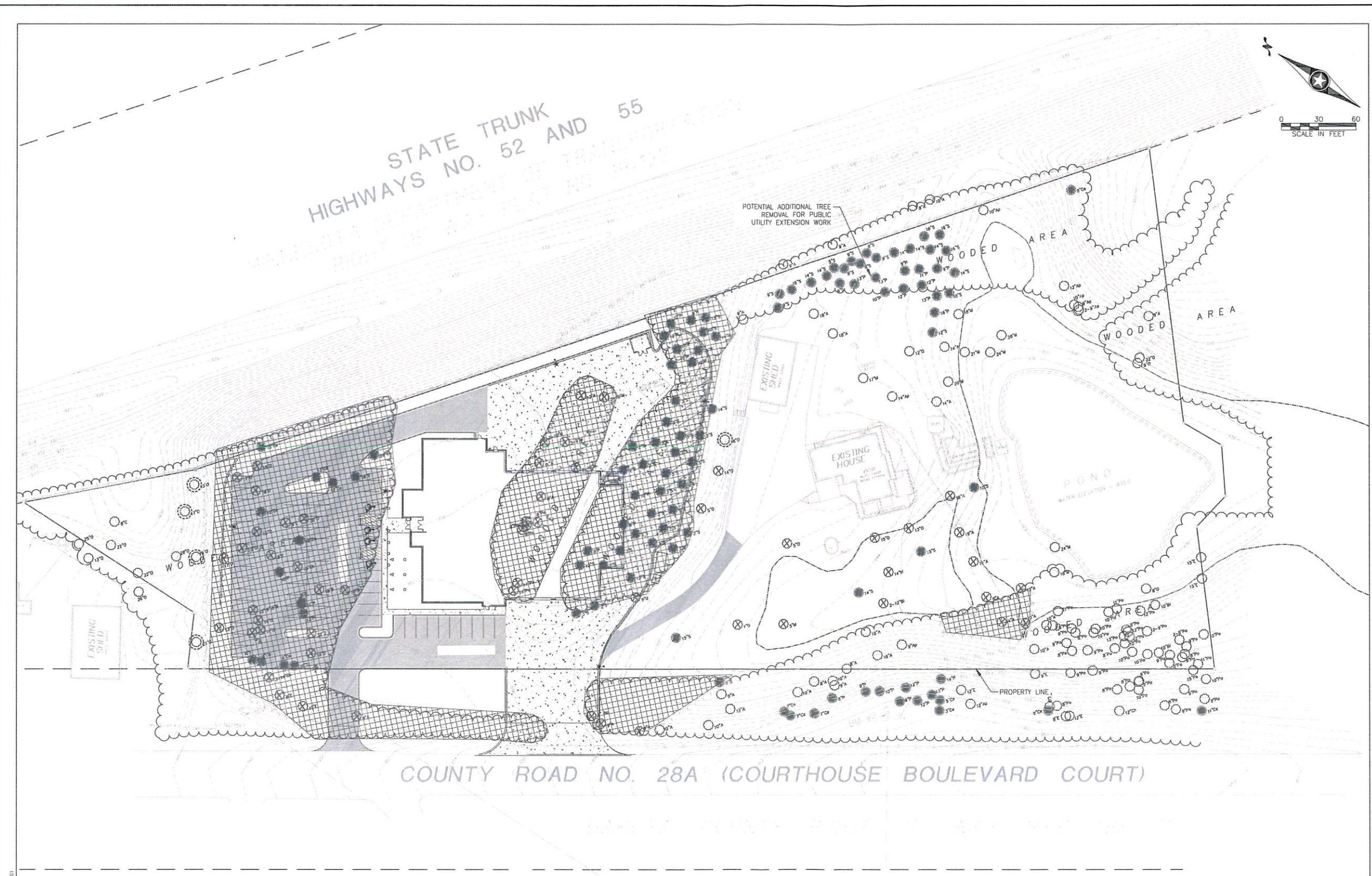
Consulting Group, Inc.
ONE CARLESON PARKWAY
NORTH SUITE 150
MINNEAPOLIS, MN 55447
763.475.0010
WWW.SRI-CONSULTING.COM

UTILITY PLAN

DATE: 01/26/2018
SCALE:
DRAWN: CML
PROJECT: 000001 / SRF 10/17/15/00
SHEET NO.

C4

1/26/2018 8:42:32 AM
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1/27/2018 10:30:02 AM
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TREE PRESERVATION LEGEND		TREE TYPE KEY	TREE REMOVAL SUMMARY	
X	TREE REMOVE EACH	AP APPLE	EXISTING TREES	271
⊗	CLEAR & GRUB	A ASH	TREES TO BE REMOVED	117
○	TREES TO BE PROTECTED	B BASSWOOD	PERCENT REMOVED	43.2%
○	EXISTING TREE WITH TREE TYPE AND SIZE IN INCHES (DBH)	BP BIRCH		
		CE CEDAR		
		E ELM		
		M MAPLE		
		O OAK		
		P PINE		
		PO POPULAR		
		S SPRUCE		

City of Inver
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INVER GROVE HEIGHTS, MN 55077
Inver Grove Heights
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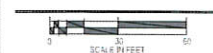
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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	1/27/2018
2	REVISED	
3	REVISED	
4	REVISED	
5	REVISED	
6	REVISED	
7	REVISED	
8	REVISED	
9	REVISED	
10	REVISED	

TREE PRESERVATION PLAN



DATE	01/27/2018
SCALE	AS SHOWN
DESIGNER	WEND
CHECKER	WEND
DATE	02/01/2018

L1-0

PLANT SCHEDULE					
SYMBOL	QTY	BOTANICAL NAME	SIZE	ROOT	NOTES
DECIDUOUS TREES					
BA	4	<i>Tilia americana</i> 'Boulevard'	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
CH	5	<i>Celtis occidentalis</i>	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
GI	3	<i>Ginkgo biloba</i> 'Princeton Sentry'	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
KC	3	<i>Gymnocladus dioica</i> 'Espresso-JFS'	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
NC	4	<i>Catalpa speciosa</i>	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
PS	5	<i>Quercus x bimundorum</i> 'Midwest'	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
UD	4	<i>Ulmus davidiana</i> var. <i>japonica</i> 'Discovery'	2.5" CAL.	B&B	SINGLE STRAIGHT LEADER
CONIFEROUS TREES					
BS	6	<i>Picea glauca</i> 'Densa'	6" HT.	B&B	
ER	16	<i>Juniperus virginiana</i>	6" HT.	B&B	
SHRUBS					
BH	39	<i>Diervilla lonicera</i>	#3	CONT.	4" O.C.

RAINGARDEN (BIO-FILTRATION) PLANT SCHEDULE					
PERENNIALS					
SYMBOL	QTY	BOTANICAL NAME	ROOT	LOCATION	SPACING
		<i>Panicum virgatum</i>	PLUG	SIDESLOPE	24" O.C.
		<i>Phlox pilosa</i>	PLUG	SIDESLOPE	24" O.C.
		<i>Rudbeckia subtomentosa</i>	PLUG	BASE/SIDE	24" O.C.
		<i>Symphyotrichum novae-angliae</i>	PLUG	BASE/SIDE	24" O.C.
		<i>Eupatorium maculatum</i>	PLUG	BASE	24" O.C.
		<i>Rudbeckia laciniata</i>	PLUG	BASE	24" O.C.
SHRUBS					
SYMBOL	QTY	BOTANICAL NAME	ROOT	LOCATION	SPACING
		<i>Cornus saccata</i> (stolonifera)	#2 CONT.	BASE/SIDE	5' O.C.
		<i>Aronia melanocarpa</i>	#2 CONT.	BASE/SIDE	3' O.C.

SITE LANDSCAPE CALCULATION

ONE TREE PER 1,000 SF OF BUILDING OR 50 LF OF LOT PERIMETER
BUILDING SF = ~30,000 SF
LOT PERIMETER = 2,429 LF
TREES REQUIRED: 2,429/50 = 48.6

PARKING LOT LANDSCAPE CALCULATION

ONE TREE PER EVERY 10 PARKING SPACES.
TOTAL PARKING SPACES = 76
TREES REQUIRED = 76/10 = 7.6

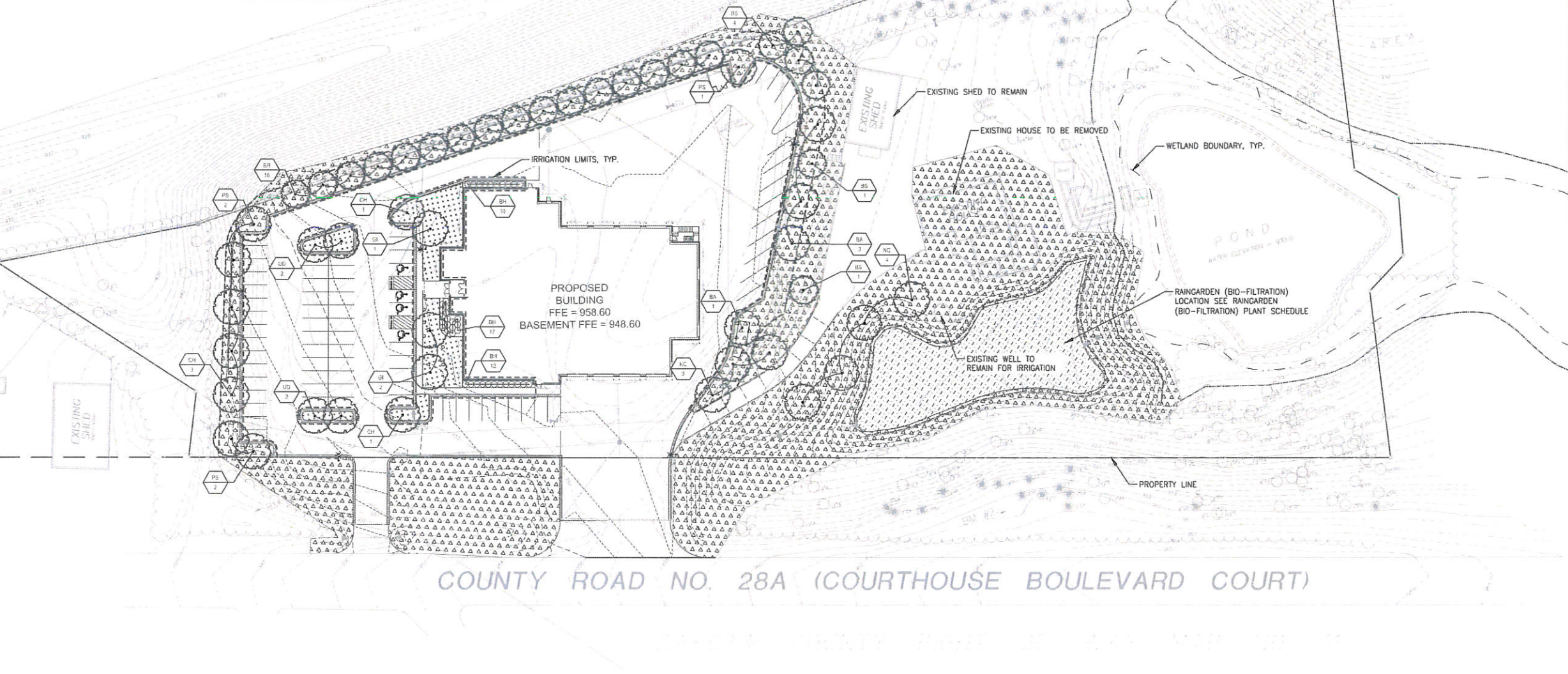
TOTAL TREES REQUIRED

SITE TREES + PARKING TREES = 48.6 + 7.6 = 56.2

PROPOSED TREES

PROPOSED DECIDUOUS TREES = 28
PROPOSED CONIFEROUS TREES = 22
PROPOSED SHRUBS = 39
TREE SUBSTITUTION RATIO FOR SHRUBS = 6:1
TREE COUNT FOR FOR SHRUBS = 39/6 = 6.5

TOTAL NUMBER OF PROPOSED TREES = 56.5



LANDSCAPE LEGEND	
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB
	SEED AREA (MNDOT DRY PRAIRIE GENERAL 35-221)
	RAINGARDEN (BIO-FILTRATION) AREA
	EXISTING TREE/SHRUBS TO REMAIN
	LIMITS OF IRRIGATION

- LANDSCAPE NOTES**
- CONTRACTOR SHALL CONTACT Gopher State ONE CALL TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
 - ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SOIL CONDITIONS.
 - NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
 - CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
 - ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-CROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO BUT IS NOT LIMITED BY THE FOLLOWING STANDARDS:
 - ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
 - ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
 - ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
 - CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
 - PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
 - PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
 - PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE, PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
 - PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY

- ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON B&B MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 387.7 (SELECT TOPSOIL, BORROW), AND TO BE EXISTING TOP SOIL FROM SITE, FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4IN DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2IN DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL, OR APPROVED EQUAL ROCK MULCH TO BE BUFF Limestone. 1 1/2 TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EDGING TO BE COMMERCIAL BLACK STEEL EDGING OR SPADED EDGE, AS INDICATED. INSTALL PER MANUFACTURER'S INSTALLATION GUIDELINES. BLACK STEEL EDGING SHALL BE PLACED WITH METAL STAKES NO GREATER THAN 4-FOOT ON CENTER. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREES AND SHRUBS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE.

- ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
- RAIN GARDEN (BIO-FILTRATION) NOTE: PROVIDE AND INSTALL EROSION CONTROL BLANKET AT RAIN GARDEN (BIO-FILTRATION) AREA SIDE SLOPES AFTER ALL PLANTING HAVE BEEN INSTALLED. BLANKET TO BE ONE SEASON GEOJUTE, MN/DOT CATEGORY 2 (STRAW 1S, WOOD FIBER 1S), OR APPROVED EQUAL BLANKET TO BE OVERLAPPED BY 4" AND ANCHORED BY SOD STAPLES. PLACE BLANKET PERPENDICULAR TO THE SLOPE. TRENCH IN EDGES OF BLANKET AREA TO PREVENT UNDER MINING. PROVIDE SILT FENCE AT TOP OF SLOPE AS NEEDED. SHREDDED HARDWOOD MULCH TO MATCH OTHER PROJECT PLANTING MULCH. PLACE 4" DEPTH OF MULCH AT ALL PLANTING AND EROSION CONTROL BLANKET AREA (NO FILTER FABRIC). SEE RAIN GARDEN (BIO-FILTRATION) DETAIL FOR FURTHER INFORMATION. RAIN GARDEN (BIO-FILTRATION) TO PROVIDE PROPER INFILTRATION AND DRAINAGE REQUIREMENTS PER ENGINEERS APPROVAL. EDGER MAY REQUIRE SOME GAPS OR CUTS TO PROVIDE POSITIVE DRAINAGE OF AREA, FIELD VERIFY.

City of Inver Grove Heights
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 56001

Inver Grove Heights
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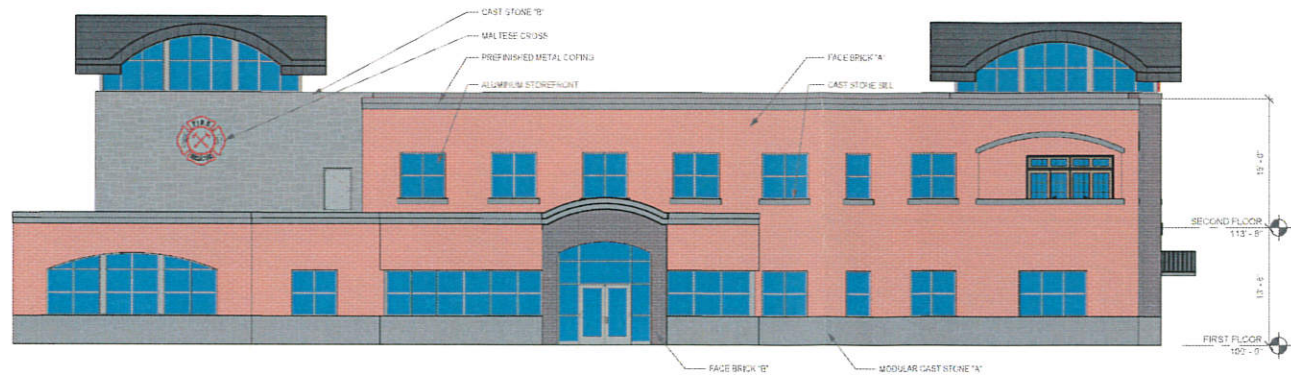
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2	ISSUED FOR CONSTRUCTION	05/05/2018
3	ISSUED FOR CONSTRUCTION	05/05/2018
4	ISSUED FOR CONSTRUCTION	05/05/2018
5	ISSUED FOR CONSTRUCTION	05/05/2018
6	ISSUED FOR CONSTRUCTION	05/05/2018
7	ISSUED FOR CONSTRUCTION	05/05/2018
8	ISSUED FOR CONSTRUCTION	05/05/2018
9	ISSUED FOR CONSTRUCTION	05/05/2018
10	ISSUED FOR CONSTRUCTION	05/05/2018

LANDSCAPE PLAN

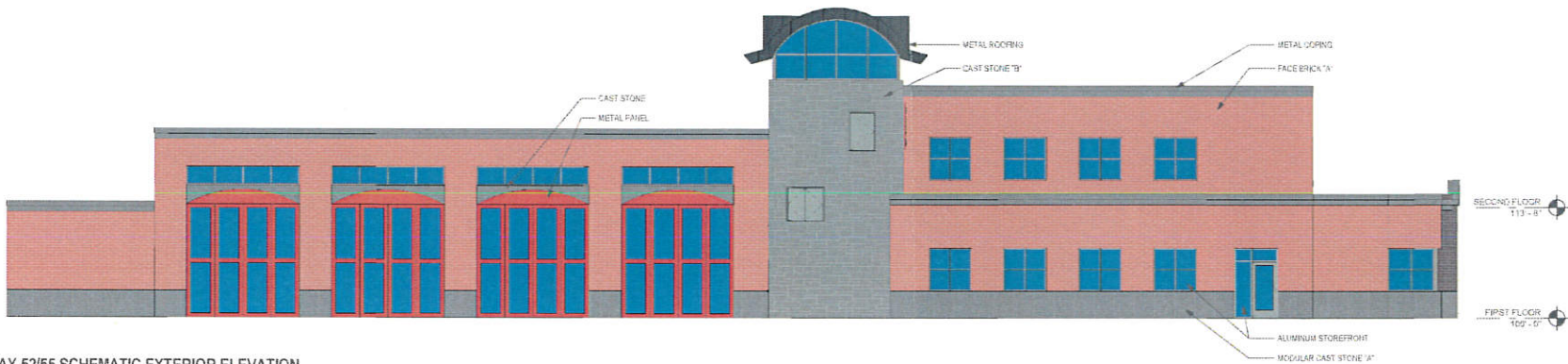
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SCALE	AS SHOWN
BY	WEND
CHECKED BY	WEND
DATE	05/05/2018

L1-1

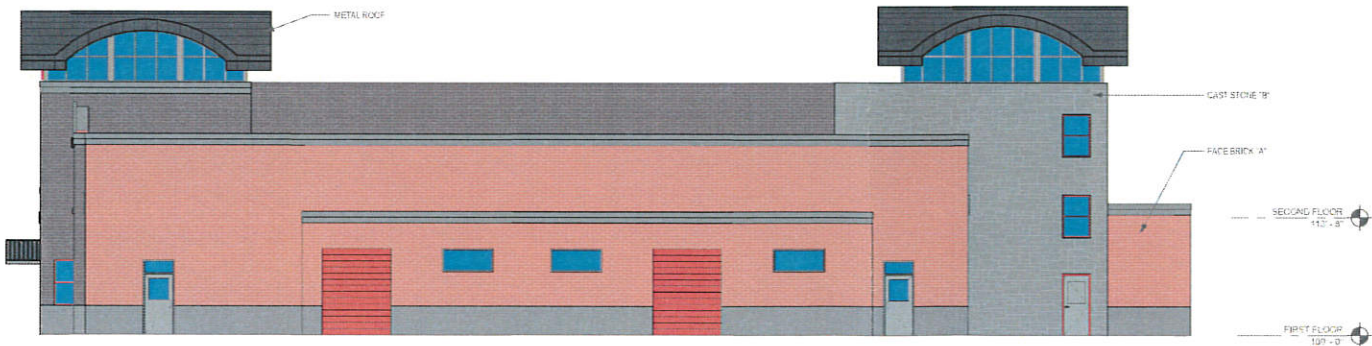




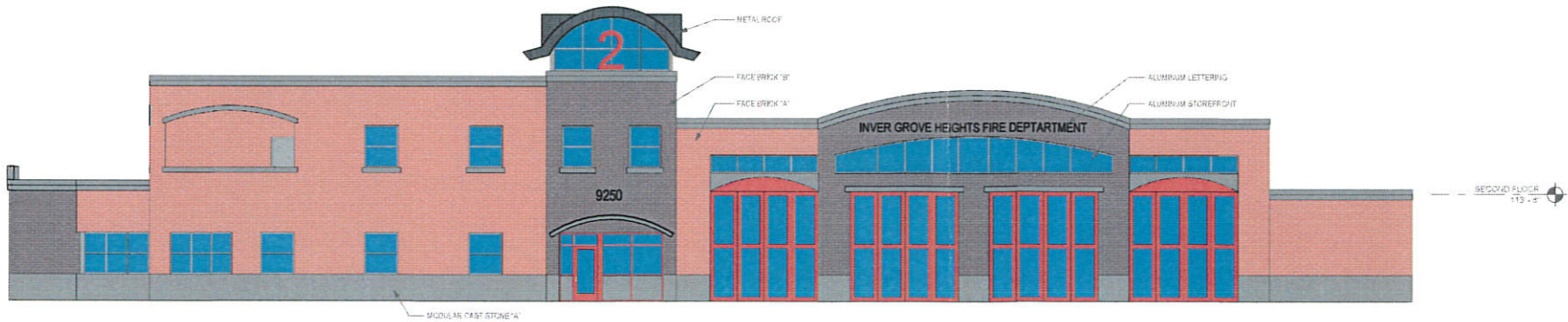
1 NORTHWEST SCHEMATIC EXTERIOR ELEVATION
1/8" = 1'-0"



2 HIGHWAY 52/55 SCHEMATIC EXTERIOR ELEVATION
1/8" = 1'-0"



3 SOUTHEAST SCHEMATIC EXTERIOR ELEVATION
1/8" = 1'-0"



4 COURTHOUSE BLVD SCHEMATIC EXTERIOR ELEVATION
1/8" = 1'-0"



CITY OF INVER GROVE
HEIGHTS

1850 COURTHOUSE BLVD.
INVER GROVE HEIGHTS, MN 55077

INVER GROVE HEIGHTS
FIRE STATION NO. 2

MAJOR SITE PLAN REVIEW
SUBMITTAL



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708.961.7778
loraine@l2int.com

PROGRESS SET

DATE: 08/08/18
NOT FOR CONSTRUCTION

NOT TO SCALE. THE SCALE AND DIMENSIONS SHOWN ARE FOR INFORMATION ONLY. THE DIMENSIONS OF THE PROJECT ARE TO BE DETERMINED BY THE PROJECT MANAGER. THE DIMENSIONS OF THE PROJECT ARE TO BE DETERMINED BY THE PROJECT MANAGER. THE DIMENSIONS OF THE PROJECT ARE TO BE DETERMINED BY THE PROJECT MANAGER.

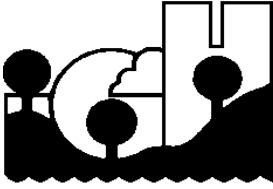
NO.	REVISION	DATE

EXTERIOR ELEVATIONS



DATE: 08/08/18
SCALE: 1/8" = 1'-0"
DRAWN: AUBURN
CHECK: LORRAINE
PROJECT NO.: 000001
CLIENT NO.: 2017.05
DWG NO.:

SD.201



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Communications positions

DATE: April 17, 2018

Encl: Communications Manager job description
 Communications Specialist job description
 April 6 Council email

Background:

On March 12 and March 26th Council received information on the two communications positions recommended to be established or re-established to centralize our communications efforts and assist the Police, Fire and Parks & Recreation departments with their outreach efforts through social media, as well as handle all other communications duties such as the newsletter, website and media inquiries.

On April 6th I followed up from the March 26th Council meeting with an email informing you of the classification, compensation and benefits, total compensation and comparison to the positions shown in the information received on March 26th. There was some confusion about the comparisons and the salary plus benefits total cost.

The costs for the positions are as follows:

Communications Manager

Grade 20

Salary Range:	\$81,619 - \$103,688
Benefits:	\$28,426 - \$31,987
Total	\$110,045 - \$135,675

Covered in the 2018 budget

Communications Specialist (PT position – 30 hours/week)

Grade 13

Salary Range	\$43,150 - \$54,413
Benefits	\$20,860 - \$22,745
Total	\$ 64,010 - \$77,158

Budgeted at \$83,726 for 2018

The Communications Manager position will report to the City Administrator and the Communications Specialist will report to the Communications Manager. The salary range plus benefits for the Specialist position has been discussed with the representatives of the AFSCME Union so they are aware of the compensation. I would like to proceed with advertising for both positions and bring candidates in to interview. I would like to get both positions hired and someone on board by end of June.

Recommendation

Council is asked to authorize the City Administrator to advertise for the Communications Manager and Communications Specialist positions and to begin the process for making a recommendation for hire for both positions.

Joe Lynch

From: Joe Lynch
Sent: Friday, April 6, 2018 11:56 AM
To: George Tourville; Kara Perry; Paul Hark; Rosemary Piekarski-Krech; Tim Kuntz; Tom Bartholomew
Subject: Communications Strategies
Attachments: Communications Manager (4.3.18).docx; Communications Specialist (4.3.18).docx

Mayor & City Council,

I apologize for the confusion on Monday, April 2nd during the discussion of the Communications positions and strategies. The information from the preceding meeting was not available in the packet, but was in the Dropbox. I will include past information that relates to ongoing discussion so Council can have it front of them for reference in the future. I have included the job descriptions here for your review. These have been vetted through our process; reviewed by the immediate Supervisor and the Department Heads, evaluate in our planned Compensation Study and measured as required as part of our Pay Equity and Comparable Worth analysis to ensure compliance.

The salary information was confusing and I hope that this will clarify that for you:

PROPOSED:

Communications Manager: Class & Comp Salary Grade 20 – same as Parks Superintendent

Salary Range: \$39.24/hr - \$49.85/hr – Ten (10) Steps
Full Time Position \$81,619 - \$103,688 annual
Benefits \$28,426 - \$31,987
Total Compensation \$110,045 - \$ 135, 675

The Average Salary Range of the Cities presented in the information from April 2 is \$87,034 - \$106,369. Our minimum is lower than 2 of the cities and higher than 2. The same is true of the maximum.

Communications Specialist* Class & Comp Salary Grade – 13 – same as Street/Utility Maintenance Lead

➤ Salary Range: \$27.66/Hr. - \$34.88/Hr. Ten (10) Steps
PT Position (30 Hours/wk)

If FT \$57,533 - \$72,550 annual
Based on PT \$43,150 - \$54,413
Benefits \$20,860 - \$22,745
Total Comp \$64,010 - \$77,158

The Average Salary Range for those cities presented from the April 2nd meeting is : \$65,971 - \$81,981. We are lower on both the minimum and maximum.

➤ This range is proposed and yet to be negotiated and agreed to by the union.

2018 Budgeted amount for this position : \$83,726

*Title changed to reflect change in duties, requirements and education. Also to avoid comparison to other Coordinator positions. This is no longer similar to those positions.

Please let me know if you have any other questions. I would like to present this on the April 23rd meeting for your approval and authorization to proceed to advertise for both positions and recommend for hire.



CITY OF INVER GROVE HEIGHTS JOB DESCRIPTION

Job Title: Communications Specialist

Revision Date: April 3, 2018

Last Classification Review: March 1, 2018

Exempt Status: Non-exempt

Department: Administration

Reports To: Communications Manager

Job Summary:

Under the direction of the Communications Manager, the Communications Specialist is responsible for coordinating and implementing all marketing and advertising requirements and activities for the Department of Parks and Recreation including the Veterans Memorial Community Center and Inver Wood Golf Course to increase public awareness of City programs/services, to increase program participation; increase revenues and appreciation or value of City amenities. Assists the Communications Manager in providing marketing and communications support for other departments and City-wide programs, publications and social media.

Supervisory Responsibilities:

Direct Supervision: None

Indirect Supervision: None

Essential Duties and Responsibilities:

Designs, coordinates and edits the seasonal Parks & Recreation brochure to promote all park and recreation programs, events, leagues and amenities.

- Receives and reviews descriptions and copy from recreation coordinators.
- Edits and organizes copy.
- Takes photos for the publication.
- Adds, deletes copy and solicits advertising for the brochure.
- Assembles and directs the printer to produce the marketing material and for distribution to City residents and businesses.

Manages social media sites (e.g. Facebook, Twitter, Instagram) for Parks and Recreation programs and other departments as assigned, including site content, proper message/intent, and responds to site questions from the public and staff in conjunction and coordination with the Communications Manager.

Manages the Park & Recreation portion of the City's website in coordination with the Communications Manager.

- Creates content.
- Makes content interactive and easy to navigate.
- Monitors and updates site information.

Assists in creating marketing materials including post cards, trifolds and flyers. Distributes and promotes department programs and services through mailings, email, and internal marketing or other sources. Collaborates with department staff and managers to gather materials, facilitate communication and marketing efforts.

Creates outside ads for newspapers, magazines and external websites.

Manages the marketing budget established for the Parks and Recreation department marketing services.

Assists the departmental personnel in compiling, analyzing program feedback and evaluation through participant/public surveys.

Assists the Communications Manager in providing marketing and communications support for other departments and City-wide programs, publications and social media.

Completes marketing and communications projects as assigned and provides back-up assistance to the Communications Manager to ensure timely communications to the public including posting of press releases on social media.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of an Associate's Degree (Bachelor's preferred) in Marketing, Communications, Graphic Arts or a closely related field and 2 years experience in marketing, communication or directly related experience; or an equivalent combination of education and experience to perform the work, and a valid MN driver's license. Desired qualifications include 2 years' experience with creating graphics, web design, desktop publishing and related publishing tools and resources.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job

- Fundamentals and practices of marketing and communications management.
- Principles, techniques and methods and approaches to marketing design, implementation and analysis.
- Principles, techniques, standards and approaches to graphic design, desktop publishing, photography and print management.
- Knowledge of the City of Inver Grove Heights' communication plan and the Park & Recreation Department's vision, mission and marketing actions plans, objectives and goals in alignment with that plan.
- Knowledge of social media approaches, vehicles and outreach techniques.
- Web design and website maintenance.
- Knowledge of business productivity software, and specialty software/applications (i.e. Adobe, Max Enterprise, Civic Plus, etc.).

Essential Skills Necessary To Perform The Work:

- Advanced communication, presentational, and writing skills.
- Interactions require persuasion, instruction and working with others to gain cooperation and understanding of marketing issues/needs/initiatives consistent with the objectives and vision of Park & Recreation.
- Advising and makes recommendations to managers and staff concerning marketing and communication efforts and approaches.
- Creating digital content and marketing.
- Implementing and coordinating public relation and communication programs and initiatives.
- Project and time management.
- Writing, editing, producing copy and communicating department initiatives and programs to the public.
- Managing social media and websites to promote, inform and market programs, services, and amenities of the department.
- Performing desktop publishing, layout, design, photography and print management.
- Utilizing and operating web based and graphic design software and applications.

Work Environment:

Work is of an administrative nature. Duties are performed primarily in a City office setting, where there are minimal hazards and risks associated with the performance of assign responsibilities.

Physical Job Requirements:

Employee uses hands and fingers dexterously to handle or feel continuously; frequently sits, talks, hears and listens ; on occasion stoops, kneels and/or crouches in the performance of the job. Exerting up to 25 lbs. pounds of force occasionally, and/or a negligible amount of force constantly to lift, carry, push, pull, or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY OF INVER GROVE HEIGHTS JOB DESCRIPTION

Job Title: Communications Manager

Revision Date: April 3, 2018

Last Classification Review: February 7, 2018

Exempt Status: Exempt

Department: Administration

Reports To: City Administrator

Job Summary:

Under the direction of the City Administrator, the Communications Manager is responsible for all aspects of the City's internal and external communications activities, including print media, social media and public relations. Position responsibilities include the development and implementation of the City's Communications Plan, and managing the communications and marketing functions and staff.

Supervisory Responsibilities:

Direct Supervision: Communications Specialist

Indirect Supervision: Communications and/or print media consultants, contractors, and temporary staff

Essential Duties and Responsibilities:

Manages and oversees the City's Communications functions.

- Develops and oversees the implementation of the City's Communication Plan; presents Plan and objectives to Council and staff annually. Monitors and coordinates related efforts of City staff to ensure overall adherence.
- Manages the Communications Specialist position to ensure effective marketing and advertising of city programs and services.
- Manages the City's website; ensures maintenance, functionality, usability within ADA regulations and standardization amongst departments.
- Oversees City's website contract and services with third party vendor.
- Manages social media including but not limited to Twitter, Instagram, Facebook; provides oversight to various department Facebook and other social media accounts.
- Responsible for the management and coordination the City's bi-monthly newsletter, including compiling, writing/editing news articles, and coordinating copy, production, and mailings.
- Researches and implements the creation of an internal communication device for employees to update staff and call attention to programs/products or services available.
- Coordinates with the cable commission on outreach programming and targeted marketing activities.

Conducts and performs activities and assists in implementing public relations and public information services for the City.

- Assists Administration in addressing sensitive public relation issues; provides guidance to other City departments and the Police Department's public relations and media liaison.
- Writes press releases, articles, and creates posts to website or social media outlets to provide public information concerning City initiatives or issues.
- Acts as the City's spokesperson as directed by the City Administrator.
- Responds to citizen and council requests and concerns.

Administers Communications budget and expenditures.

- Prepares budgetary requests and makes recommendations to the City Administrator.
- Prepares Communications budget in conjunction and in coordination with the City Administrator.

- Reviews and approves expenditures and submits invoices for payment.
- Negotiates with vendors providing contracted services.
- Monitors department revenues.
- Serves as an adjunct member of the City's Administration team. Provides support and feedback for City initiatives, issues and/or special projects. Performs special projects as delegated by the City Administrator.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Communications, Marketing or related field and at least 5 years of work experience in the areas of government, business, and public communications or an equivalent combination of education and experience. Requires a valid driver's in the State of MN.

Desired Qualifications:

Five years of experience in managing an organization's communication, public relations and marketing efforts and have government experience.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- Pertinent federal, state, local laws and codes.
- City government organization, City administrative policies and procedures.
- Computer applications within the department and general business/office productivity software.
- Website management and social media processes and procedures.

Essential Skills Necessary To Perform The Work:

- Oral and written communications.
- Public relations, presentational, public information, and social media skills.
- Organizational and time management skills.
- Project management skills.
- Using and operating computers and utilizing general business productivity software/applications (e.g. word processing, spreadsheets, presentational software, email, etc.).

Work Environment:

Works in a public service environment. Will deal with clients and public requiring judgment and discretion when dealing with the public matters that can involve some disagreeable human interactions.

Physical Job Requirements:

Employee is required to occasionally stand and walk; frequently sit, reach with hands and arms, and use hands/fingers dexterously. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

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