

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Tuesday, May 29, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

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

A. i. Minutes of May 7, 2018 City Council Work Session

ii. Minutes of May 14, 2018 City Council Meeting

B. Resolution Approving Disbursements for Period Ending May 23, 2018

C. Consider Approval of Purchase Agreement for Property Located at 4343 65th St E (Walser Real Estate III LLC)

D. Consider Awarding West Rink Floor Project Contract to Minnesota Ice LLC

E. Consider Awarding Inver Wood/VMCC Parking Lot Lighting Contract to NAC

F. Consider Approval of Contract with NAC for Grove Heat Exchanger Replacement

G. Consider Occupancy Extension for the Kramer Property – 4301 64th St E

H. Consider Approval of Therapeutic Massage Individual License of Lynette Wilson

I. Approve a Resolution Amending and Restating Resolution 17–206 and Approve an Agreement Relating to Conveyance of Developed Site for Wasatch Storage located at 2500 50th Street

J. Consider Resolution Amending the Housing Committee Composition

K. Consider Change Order No. 2 for City Project No. 2015–09D Broderick Boulevard Reconstruction and City Project No. 2017–21 VMCC/Golf Course Parking Lots; Add City Project No. 2018–08 Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018–11 – Fire Station No. 2 Fiber Optic Improvement

L. Consider Resolution Accepting the MS4 Annual Report for 2017

M. Consider a Resolution Receiving the Petition Requesting Street Reconstruction for 55th Street Court and Authorizing the Preparation of a Feasibility Study

N. Consider a Resolution Approving Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for Advanced Right-of-Way Acquisition for the Reconstruction and Expansion of 70th Street (C.R. 26), City Project No. 2015–08 (County Project No. 267–54)

O. Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018–09D – Atwater Path Reconstruction and Street Lighting

P. Consider Resolution Accepting Proposal Amendment No. 1 and Amendment No. 2 from SRF Consulting Group, Inc. for City Project No. 2018–08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018–11 – Fire Station No. 2 Fiber Optic Improvement

Q. Consider Resolution Approving Temporary Construction Easement Agreement on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018–08 – Fire Station No. 2 Sewer and Water Improvements and 2018–11 – Fire Station No. 2 Fiber Optic Improvements

R. Consider Bid Proposal to Purchase Property at 5309 Brent Avenue

- S. Consider Approval for Replacing Tennis Court at Rich Valley Park Miscellaneous Basketball Court Repairs
- T. Personnel Actions

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

6. **PUBLIC HEARING:**

A. Public Hearing to Consider Ordering City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Ordering City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements, Approving Final Plans and Specifications, and Authorizing Ad for Bid

7. **REGULAR AGENDA:**

I. COMMUNITY DEVELOPMENT:

A. **BEN & SARA WELNA;** Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue. (Tabled from May 14)

B. **DEAN WENZEL;** Consider a Resolution relating to a Conditional Use Permit to allow steel siding on an accessory structure for property located at 1843 120th Street.

C. **CENTER CITY HOUSING CORP.;** Consider the following actions for property located at 6070 Cahill Avenue;

- a) A Resolution relating to Comprehensive Plan Amendment to change the land use designation of Lot 2, Block 1 from Public/Institutional to HDR, High Density Residential.
- b) An Ordinance to Rezone Lot 2, Block 1 from P, Institutional to R-3C, Multiple Family Residential.
- c) A Resolution relating to a Preliminary and Final Plat for a two-lot subdivision.
- d) A Resolution relating to a Conditional Use Permit for a 40-unit multiple family apartment building.
- e) A Resolution relating to a Variance to allow parking at a ratio of spaces per unit whereas 2.5 spaces per unit is required.

D. **CITY OF INVER GROVE HEIGHTS;** Request Action to Allow Distribution of the 2040 Comprehensive Plan Update to List of Adjacent or Potentially Affected Jurisdictions that Should Be Provided Opportunity to Review and Comment on the Draft Plan per MN Statute 473.858 Subd. 2.

E. **CITY OF INVER GROVE HEIGHTS;** Consider Application of SRF Proposal for Railroad Quiet Zone Implementation.

II. ADMINISTRATION:

F. Consider Approval of the Job Description for the Environmental Specialist position and authorize the City Administrator and Human Resource Manager to Advertise and Recommend Hire

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, MAY 7, 2018, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in work session on Monday, May 7, 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 Perry, and Piekarski Krech. Absent: Councilmembers Bartholomew and Hark. Staff; City Administrator Joe Lynch, City Attorney Tim Kuntz, Director of Community Development, Tom Link, Finance Director Kristin Smith, City Clerk Michelle Tesser and Police Chief Paul Schnell.

1) 2017 CAFR

Kristi Smith, Finance Director introduced Brad Faiteysek and Bonnie Schweiger from Abdo Eick & Meyers LLP. Mr. Faiteysek presented a PowerPoint that included a management letter. There was an unmodified opinion on the financial statements. Consideration of internal control resulted in no findings. There were no instances of noncompliance with MN Statutes. The estimates are subject to uncertainty because future events may differ from expectation. Estimates were done for depreciation, wage allocation, pension accruals, and land held for resale value. There were no disagreements or difficulties and it went smoothly.

Ms. Schweiger reported on the funds. The General Fund percentage went down a little (46% in 2016 and 44.7% in 2017). She stated that this was a result of an increase in the budget. There is a policy requiring 40% to 45% in reserves and you are within that policy.

She stated that the General Fund – Budget vs. Actual for this year are revenues are about \$280,000 more and expenditures are about \$400,000 less. The significant variances were from when taxes came in at \$185,000 over budget and licenses and permits were at \$184,000 more over the budget. Public Safety – Police came in \$268,000 under budget and Public Works – street maintenance \$45,000 under budget, and Engineering \$32,000 under budget. She stated that the revenues were 2% within budget and the expenditures were 2.5% within budget.

Ms. Schweiger stated that in the last three years 82% of the revenue has been taxes. Everything else has remained fairly consistent. Licenses and permits have increased every year over the last three years. She stated that the expenditures have remained fairly consistent the last three years.

Under the Special Revenue Funds, the major fund is the community center. There is a deficit fund balance this year due to improvements at the community center. The Capital Project Funds has a large swing for the Pavement Management Fund because of projected costs. The Governmental Debt Service Funds are for the paying back of bonds. The service payments for the next five years are listed on the chart. One of the bonds for 2018 was refunded and will have a big payment due. The money for the payment has been set aside in a specific account.

Ms. Schweiger stated that the Internal Service Funds have specific resources in them. Most of the funds are in the Central Equipment Fund for future purchases of equipment and future maintenance. A chart was shown of the Water Fund Cash Flow and Cash Balance with debt payments for the last four years. There has been a decline in the cash balance because of large capital purchases. She stated in the Sewer Fund, the operating receipts have not quite covered the operating costs and debt. She stated you want to keep an eye on this fund. The cash balance has decreased as well. This is mostly due to capital costs.

The Golf Course receipts were sufficient to cover the operating costs and the cash balance did increase.

Ms. Smith said a final copy will be on the Monday night Council agenda for adoption.

2) NW Area Financials

Ms. Smith presented the item and said the operating receipts in the sewer fund are not covering the operating costs. She introduced Jessica Cook from Ehlers who presented more information on the costs.

Ms. Cook showed a map of the sanitary sewer lines in the NW area. The sewer and water are being extended into the area as development occurs. Extending the sewer has been the most expensive. The city has issued debt for the sewer extensions. Ehlers was tasked with providing a financial update of the NW area sewer and evaluate the financial feasibility of extending the sewer line to serve proposed new developments.

She stated that the NW area started developing in 2007. The plan was to extend the sewer and water from the south to the north. The initial plan was to stay south of 70th Street until that area was fully developed and then go north. The red lines on the map show where the sanitary sewer has been extended. There are numbered, colored blocks showing where the land that is currently served by sewer and has not been developed. It can be developed without additional expense. She stated that since 2007, it has been shown that the original engineering estimates were too low for the overall cost of extending the sewer and the terrain is much more difficult than expected with the lines needing to be buried deeper.

Ms. Cook stated that the developments have been developed at a lower density than estimated. The density has developed at about four units per acre. It was also thought that extra revenues would come from future development and that would help offset the initial costs of getting the sewer line up to 70th Street. Based on these factors, it is thought that as the areas developed it would be sufficient to pay for the cost of the line being extended.

The first task was to quantify the deficit. Three different developments scenarios were used. The deficit ranges from \$9.9 million (with less density) to \$14.1 million (as it has been developing). The Capital Improvement Plan does not consider these expenses. The expenses should be started to be incorporated into the process. The reason for this study was also to help make decisions going forward.

She stated that likely funding sources have been identified to consider:

1) Sewer Utility – a sewer service surcharge has been established for the NW area. It is expected to generate about \$550,000 of revenue over the next 10 years. The City has pledged to bondholders that it will establish sewer fees sufficient to cover the debt service payments on the bonds. A sewer utility rate study was not done and needs to be done. For example, a 20% city wide increase in sewer rates would generate about \$9.9 million.

2) Property taxes may be used.

3) Tax Abatement is another option on new developments. This would capture the taxes to help pay for the sewer. This means the new tax base could not be used to pay for other improvements (roads, parks or other things needed for the development).

4) Increasing density

The collection fees collected for each site as it gets developed should pay for the cost of extending the trunk sewer line to that site. This is the premise we are suggesting going forward. There are three areas that may develop in the near future: Area 18 (Scenic Meadows), Area 12 (Hannah Meadows) and Area 6 (Area 6).

Area 18 Losing \$560,000 to gaining \$530,000

Area 12 \$1 M to \$2M loss – is very expensive to serve – could be hooked up today through lateral lines but would shut off surrounding land. The financial advice is not to develop this area at this time. Because the subsidy is too big. It is estimated at \$2,629,500 to extend the sewer line. There is no development model to support the cost of extending the sewer line.

Area 6 The net gain to the city would be estimated at \$30,000 to \$2.8M from the collection fees that would be collected. It makes sense to put the line under the roundabout to serve Area 6.

Ms. Cook stated that the City will need to identify other funding sources to pay for the Northwest Area sewer trunk lines besides the connection fees. The unreimbursed cost of the installed sewer system is expected to range from \$9.9 million to \$14.1 million. Given the City's experience with increasing costs to extend the sewer trunk system, the City can no longer assume that future growth will pay for the deficit.

She stated that other funding sources may include city-wide sewer user charges, property taxes, tax abatement or increase density. Identifying the most appropriate mix of revenues may be part of a larger financial planning process that also evaluates other city priorities such as Pavement Management. She stated that the NW area should be included in the Capital Improvement Plan.

Significant development opportunities exist within the NW Area with 780 to 1,300 residential units plus commercial land is available.

Ms. Cook stated the decision-making process for going forward in extending the line further should be made on a case by case basis.

She stated that the water utility should also be looked at - this report only covers sewer at this time.

Mayor Tourville said one of the good suggestions was that this should be looked at every year. The message needs to be appropriate for the developers if someone is interested in developing. Developers may want to put the costs up front. Looking at the CIP is a good idea. We need to be very careful and very observant of the market and the deals that are done.

Ms. Cook suggested that the City engage in a conversation with the developer. She suggested telling potential developers about the analysis being done, there is a gap in costs, and discuss options to bridge that gap.

3) 2019 Budget

Ms. Smith explained the budget process for 2019 which will be similar as in past years.

Budget Process:

- Meetings between City Administrator and Finance Director to discuss the budget and process.
- Mid to late May, department heads will be provided with budget templates and direction.
- Mid July, department heads will present budget overviews to all department heads.
- First view of the budget by Council would be in August.

The Budget Calendar:

September 10, 2018 the City Council would act on the budget

September 28, 2018 date to certify the budget

December 10, 2018, City Council adopt final budget

2018 Budget Challenges:

- Known increased personnel costs (contracts have been settled) (\$650,000)
- Additional funding of Pavement Management Program (\$550,000)
- Reduce reliance on Host Community Fund (\$200,000)
- Increase funding for Park Capital Replacement Fund (\$90,000)
- Set sustainability policies and utilize during the budget process. Policies should be created for Pavement Management Program, park facilities, city facilities, local share of road construction projects and energy savings.

2019 Budget Challenges:

- Integration of the classification/compensation plan and unknown personnel costs as contracts expire December 31, 2018
- Additional funding of Pavement Management (Propose \$500,000)
- Reduce reliance on Host Community Fund (\$100,000)
- Increase in debt service levies (\$653,000 per CIP, includes reducing the reliance on Closed Bond Fund by \$200,000)
- Desire for a Financial Management Plan
- Funding for City Facilities maintenance and replacement

The Budget Committee would like to keep the tax rate increase to under 2%. At a 2% increase the tax rate would be 52.134%, which equates to a levy increase of \$1,862,119 from 2018.

In comparison, the 2018-2022 CIP indicated a 2019 levy of \$22,766,427, an increase of \$1,502,117 which reflected a tax rate of 54.650% under the following assumptions:

- \$700,513 for new debt service payments related to issuance for fire station #2
- 2.5% increase in market value and tax capacities
- 2% increase in non-property tax revenues
- 5% increase in expenditures
- Reduced reliance on Host Community Fund

Change in market value and tax capacity for taxes payable in 2019 by property classification -

- 7.4% increase in market value
- 6.8% increase in tax capacity

A Market Value and Tax Capacity Comparison 2018 to 2019 and 2018 Tax Rates chart shows how we compare to other Dakota County Cities for changes in market values, tax capacities, and tax rate. A lot of cities are seeing an increase of over 6% on market value.

Mayor Tourville asked for information on the franchise fees. Ms. Smith responded that the franchise fees are not a part of the General Fund. It is a separate fund that that will have its own report and those funds on a project by project basis when brought forward for project approval. We are estimating about \$1M in collection.

Mayor Tourville asked about the change in commercial there was an 8.91% increase and in 2019 a 10.6% decrease. Ms. Smith said she would ask the county about that changes. Joe Lynch, City Manager, said it could be the result of property appeals. Councilmember Piekarski Krech said she thought she heard that residential would be paying more and giving businesses more of a break. Mayor Tourville said it was an effect of \$33M.

Exhibit D showed the General Fund expenditures by department by category for 2014-2017 actual and 2018 amended budget. One that would stand out is elections which is on a two-year cycle which has increased because of changes made by the legislature and early voting.

4) 2040 Comprehensive Planning

Mr. Allan Hunting, City Planner introduced the item. There was a two-step process. The first process was started in the spring of 2017. There was exposure from the website, and different social media. There was the social pinpoint with over 500 responses. There was also an online survey with over 600 responses. Also, as part of the community input, there was a public workshop (not well attended) and stakeholder meetings (NWA property owners, chamber, clergy, school district, and EDA for land use in strategic directions).

He stated that the second step was started in the winter (Concepts and Draft plan items – land use parks, economic, critical area and housing). Another open house was held that was better attended (over 30 people). A second round of stakeholder meetings was held. There was a brief online survey and social pinpoint was still open. Work was still done through emails, utility billing inserts and on the website and Facebook to keep getting the word out.

Mr. Hunting stated that the next step is the document itself. The documents are an update to the 2030 Plan. It will have a similar look and similar content. Council will get an electronic copy in PDF form and he showed the document and how to look through it for review. The most time was spent on land use. There are some themes and emphasis on redevelopment. He stated a couple of areas that are mentioned are Cahill and 65th Street and Arbor Point. Our primary focus was on the Northwest Area. He showed a map of “Areas of Change” that showed key changes in land use, density, and pointed out areas on the map.

He stated that the housing chapter has more information. There was substantial input from the Housing Committee. He stated that their focus will be putting more effort on achieving affordable housing (591 units) – South Grove area. Staff needs to look at this to figure out how to achieve this.

Critical Area – land along the Mississippi River. Integrates new Minnesota Rules (previously an executive order). The DNR updated their rules and regulations and may be more flexible with more categories. A new ordinance will need to be adopted by the city in a couple of years.

There are still a couple of chapters that are being finalized - transportation and surface water management.

Next Steps

- Draft plans to be distributed electronically to City Council by the end of next week
- Have City Council authorize the plan for distribution at a regular Council meeting
- 6-month review period by adjacent jurisdictions and affected agencies
- Plan will be available for review and comment, will be posted on website
- Oct/Nov - Public Hearing
- Nov/Dec - City Council action to submit to Metropolitan Council – by the deadline at the end of 2018

Councilmember Piekarski Krech asked about the area on the map west of Rich Valley in the southern part. Mr. Hunting responded it did not include the west 100 acres. Councilmember Piekarski Krech said in Pinkville there are many landowners still there. Mr. Lynch said there are approximately 30 owners still there. The city owns 88 of the 177 lots. Mr. Hunting said there is no access to the area and the lots are fractured.

Mr. Hunting said there will be a joint Planning and Parks Meeting on June 7th to bounce around some ideas.

Mayor Tourville suggested when the plan goes on the website for public review to mark it “draft”. A good job has been done on the plan. When it goes to Met Council they will review it for approval.

5) River Heights Park Use

Eric Carlson, Parks and Recreation Director, introduced the item. This item was discussed at the Parks Commission Meeting in April. The City Mission is to provide services and facilities that enhance the quality of life in our vibrant community. The city has 608 acres of parkland in 28 parks. There are 26 miles of bituminous trails. A community survey indicated residents liked the existing amenities in the park system and wanted them to continue to be provided. Finding financial resources to reinvest in the park system has been challenging.

He stated that there are \$7,600,000 in assets in the parks (tennis courts, playgrounds, lighting, shelters and buildings, etc.). The figure does not include trails or parking lots or the value of the land. Approximately \$275,000 needs to be set aside annually to provide for capital replacements. Currently \$250,000 comes out of the General Fund. There is a gap in funding of approximately \$25,000 annually.

Staff and the Parks Commission have been looking at “right size parks and recreation” to serve urban areas, northwest area, and rural areas. We need to focus on what to keep and what to repurpose. We also need to allocate resources effectively. We need to think about quality vs. quantity regarding recreation services.

Should we think about repurposing city parkland? Consideration has been given to repurposing Marcott Woods and River Heights. Tonight, is to talk about River Heights and engage the public in the process. About 20 people showed up to the Parks Commission meeting and there are a number of emails and correspondence regarding the park. If there is a decision to sell, the Parks Commission recommends that the proceeds go in the Park Acquisition & Development Fund (Fund 402) to be used for future park development/improvement.

He stated that River Heights Park is located at 8780 Inver Grove Trail and is 7.5 acres with natural area/open space and a mowed trail. There are 2.5-acre residential lots that surround the park.

Future use of the park could be 1) develop the property as a public park (ID sign, parking lot, playground and other amenities). 2) Sell the park land to allow for development of three 2.5-acre residential lots served by well and septic (and put on the tax roll) 3) Sell park land to private party to allow property to be protected as "open space" (and put on the tax roll), 4) leave "as is" – city owned public open space or 5) other suggestions.

The Parks Commission has asked how much open space is enough? Today the majority of parcels in the area are 2.5-acres or larger. The area is guided as Rural Residential. The property lies outside the Metropolitan Urban Service Area (MUSA) and is zoned Estate Residential. Other nearby open areas include the MN DNR Pine Bend Bluff SNA is 250 acres of public open space. The Katherine Ordway Natural History Study Area is 300 acres and non-public open space that is not developed.

The Trust for Public Land has an online tool that uses public parks and public demographic data to map a 10-minute walk along public roadways to access parks. The tool also calculates the number of residents living within a 10-minute walk. It was determined that 62% of Inver Grove Heights residents live within a 10-minute walk to a park. 60% of Inver Grove Heights youth live within a 10-minute walk, with the national average for youth is 55%.

A chart was shown from the Trust for Public Land that shows the city's parks, number of acres, number of parking spaces, some amenities, number of adults, seniors and children living within a 10-minute walk to the park.

The Park and Recreation Advisory Commission made the following recommendation at its April meeting: To keep River Heights Park as a public park and consider future park ID sign, parking, playground, and other park amenities and the park should stay city owned as a public park. The motion passed 5-2-1 (one commissioner was absent).

Staff recommendation is to consider selling the land and create three residential lots and this would generate about \$6,000 in taxes annually. Only 254 people in the area live within a 10-minute walk – second lowest of our 28 parks. There is not enough capital to maintain our existing park systems. The estimated costs to develop the park, would be about \$375,000 at the high end (sign, parking lot, trail, basketball court, playground equipment and tables/benches).

Councilmember Piekarski Krech asked if port-a-potties would be used in the summer? Mr. Carlson said yes.

Bob Roloff, 8800 River Heights Way, has lived there since 1985, has been walking the road and using the park for 30+ plus years. He enjoys the park and likes the way it is. Maybe it could be restored with prairie grass to use for walking through.

Alicia Uzarek, Friends of the Mississippi River, said she sent in an email and it possibly was not received. Friends of the Mississippi River (FMR) was established 25 years ago and is a local non-profit that works to protect and enhance the natural and cultural assets of the Mississippi River and the watershed. We have worked with the city for a decade. We respectfully request that River Heights Park be kept as a park and conduct restoration as an open space park. The value of this park is for the open space for not only the people but the entire city and the wildlife. River Heights Park is within our National Park, the Mississippi River and Recreation Area (MNRRA) a 72-mile corridor along the river. River Heights Park not only provides residents with a trail through a natural area, it also contributes to key habitat to the Mississippi River Flyway – an internationally migratory corridor used by millions of birds and other wildlife throughout the year. Inver Grove Heights has been a good steward of the Mississippi River and our national park. We are asking that it be kept as parkland and restoring and enhancing it as an important open space within the MNRRA corridor.

Alan & Karen Mayman, 8915 River Heights Way, presented a petition to save the park. It has been presented a couple of times. Included on the petition are 149 signatures which represents 94 households that surround River Heights Park. We are asking that the park be leaved unchanged. He showed a map of the people that signed the petition. None of the expenditures discussed earlier for the park were not asked for by the surrounding residents. The only thing we are asking is that you don't sell the park. It is used and beloved by the people that use it. There are a lot of people that walk this park. There could be a sign, garbage cans and slight improvements to the parking. It is a good community park. We have maintained/mowed the park also.

Councilmember Piekarski Krech asked if they considered buying the land with the other residents and making it a private park? Ms. Mayman said no.

Tom Wilkens, 8959 Inver Grove Trail, said he would like to keep the park as it is for what it is. It lies near the Mississippi River and within the Mississippi River National River and Recreation Area. If this park is sold the nearest park would be Ernster Park.

Steve Cook, 9250 Inver Grove Trail, showed a couple of pictures of River Heights Park that were taken this morning. He pointed out the park where three or four cars could park. People park there to look at the birds (bluebirds). He and his wife appreciate the park every day. We enjoy the park this close to our property. There could be some signage to let everyone know that it is a park for everyone to enjoy. Nothing else needs to be done. The cost for maintaining the park should be minimal. The park should be preserved for current residents and future generations.

Pam Gabriel, 8755 River Heights Way, said she uses the park most every day walking her dogs and just loves it. Part of its charm is its openness and nature. The park is perfect the way it is.

Kerry Hofner, 8715 River Heights Way, said it is a wild park and there should be signage so people know it is a park. The city has not put a lot of effort into the park. He showed a list of salable city lots. How can you put the list on the website? Councilmember Piekarski Krech said it was a list to look at to discuss the properties with explanations. Pinkville is on the list. It was looked at to possibly sell the land or repurpose the land. Mayor Tourville said this land was

looked at as excess property to be looked at to discuss. Mr. Hofner showed a picture of the southern part of River Heights Park and it has no sign. A sign should be installed. The north west corner has a sign that says "no motorized vehicle". There is a trail that people do use. He showed pictures of signs in other parks. Other smaller parks do have signs.

Councilmember Piekarski Krech said if it is decided to keep the park, signage will probably be installed, the parking improved and other amenities put in.

Mr. Hofner asked that a sign be installed and likes the park as it is. It could be made into a wildlife park.

Mr. Mayman said the community wants a people park. We did not want a dog park with a fence when that was being discussed as a use.

Mr. Wilkens said this park has a long, troubled history. It was dedicated as park space in 1981 and was given to the city with the platting of Falcon Ridge and Broadmoor Ponds. MnDOT and the Great River Road Project had a proposal, also had control of the property, and it was then handed back to the city. As I remember it, when it was handed back to the city it was the stipulation that the city do something with it in a certain time frame. The city did nothing with it. Who dropped the ball?

Mayor Tourville said the city did look at it to see what the legal ramifications were for selling the property. Developers have the choice of dedicating land or paying money when developing land. The ball must not have been dropped, since the city still owns the property. Mr. Wilkens believes the city lost the property because they did not fulfill the stipulations and bought the property back. He asked if the City Attorney had any memory of the incident. City Attorney, Tim Kuntz, said he did not have any recollection of what he was talking about. There is a deed dated 1986 giving the city the property. There has been nothing recorded since then and he checked on it this afternoon. Mr. Wilkens said it had been mentioned in a past comp plan. This land was at one time given to the city. The land has changed hands three times.

Councilmember Piekarski Krech asked if there was any documentation regarding the Great River Road project? Mr. Wilkens said he had requested some documents today from the city. He requested minutes for when Falcon Ridge plat was approved. Councilmember Piekarski Krech said it would be interesting to know the history as she never heard of this before. Mayor Tourville believes the city did not have to buy back the land from the state.

Mr. Cook said he appreciates living in an area with a lot of land and likes to look at the open land by his home. There should be some signage and an extension of the parking so the rest of the city residents can appreciate the park and it could be enjoyed by all.

Ms. Gabriel asked about if Marcott Woods was being considered to be sold and what is the status of that park? Have residents rallied to save that park? Mr. Lynch responded the process has not started talking about selling that park land. The process would be to go to the City Council asking if they would consider selling the property. Staff would then notify the neighborhood, a neighborhood meeting would be held to get the feedback from the neighborhood, and then it would go back to the City Council. There are 123 properties owned by the city and of those a dozen of those properties are the first properties that we wanted to focus on, they have the highest value and could be turned around quickly. We do need capital for the reinvestments that we make.

Mayor Tourville apologized and said the River Heights Park has gone through this twice. It is being discussed because it was a site for the new fire hall. Property the city could sell was being discussed and this site got some momentum and it just kind of happened so now we are discussing selling this property. He stated we are not out selling property just to sell property. The neighborhood did some clean up in the park. The neighbors and the city parks department could work together to keep up the park. We are not voting or making decisions tonight but I have heard the message loud and clear. We do not need to sell this property to build the new fire hall. The issue will come to a City Council meeting. If we keep the park we should listen to the neighborhood on what they want.

Councilmember Piekarski Krech thanked everyone that showed up tonight and appreciated the comments she heard tonight regarding what the neighbors want for the park. If we keep this as a park it needs signage, better parking, a rest area, and hopes the Friends of the Mississippi River would step-up and help the Parks Department on helping restore and keep up the area.

Councilmember Perry said she watched the last August meeting and the most recent meeting of the Parks Commission meeting. The original vote was 4 to 4 to sell the property and the second vote was 5-2-1. This really does not give me an idea of what the Parks Commission wants to do with the two different vote tallies. People that do not live near the park would like to see it sold because they do not know it even exists. She has driven by the park several times (took her two times to find it) and has not seen any people in the park only around the park. There are five parks within roughly nine miles of your neighborhood. The northwest area has zero parks. If the land was sold it would help to establish a park in the northwest area.

Mayor Tourville asked that the River Heights Park petition and the Friends of the Mississippi River comments be added to the 14th City Council agenda. The property is an amenity. He supports that it stays a park and not a conservation area.

Mr. Wilkens said that on page 130 of the 2020 comp plan it talks about the Great River Road and this property. It also talks about it staying a park.

B. Adjourn

Councilmember Piekarski Krech made a motion to adjourn, seconded by Councilmember Perry, and unanimously carried. The work session adjourned at approximately 8:24 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, May 14, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, May 14, 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, City Engineer Kaldunski, City Clerk Tesser, Parks and Recreation Director Carlson, and Human Resources Manager Shefchik.

Absent were: Councilmember Bartholomew and Recording Clerk Yourczek.

Mayor Tourville mentioned that former Councilmember Sid Puppe passed away last week. He was a member of many local organizations. Thoughts and prayers go out to his family at this time.

3. PRESENTATIONS:

A. Special Presentation Recognizing Relay for Life IGH-SSP-WSP

Robin Ross, South St. Paul; Sandi Powers, South St. Paul; Shelly Forester, South St. Paul; Darlene Tinucci, Inver Grove Heights. Ms. Ross stated that this is the 14th year that they would be holding the Relay for Life event that takes place on August 11th at Fleming Field Airport from 3:00 p.m. until midnight. She stated that they have raised over one million dollars for the American Cancer Society from just within these Communities. She stated that they are looking for teams and survivors, as well as those to come and attend this event.

Ms. Powers stated that this event allows them to bring the three Communities together and that anyone is invited to participate. There is a silent auction, a luminary ceremony, the Survivor lap, and a Fight Back ceremony to cheer on the fight against Cancer. She stated that this will raise money to support cancer patients through research and programs that include a phone-in network, the Help Lodge, which provides free lodging, and free rides to Cancer patients.

Ms. Forester stated that this year's theme is Relay Through the Decades and that they will be having a purple mustache campaign throughout the month of May.

Purple mustaches were passed around to the Councilmembers to put on and show their support for Relay for Life. People are encouraged to take photos of themselves wearing the mustaches and include the hashtag #RelayISW and tell them why you would want to be a part of a team.

4. CONSENT AGENDA:

A. Minutes of April 23, 2018 City Council Meeting Minutes.

B. Resolution 18-82 Approving Disbursements for Period Ending May 9, 2018.

C. Approve the Addition of 1 Regular-Status Full-time Combination Building Inspector.

D. Approval of Kristi Smith's Employment Agreement Extension with the City of Inver Grove Heights.

E. Consider Authorization to Advertise for the Communication Manager and Communication Specialist Positions.

F. Resolution 18-83 Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds.

G. Consider Approval of Contract with Becker Arena Products for West Rink Dasher Boards.

H. Consider Pay Request No 5 – Bid Package 1 – East Rink Floor Project – City Project 2017-05.

I. Consider Approval of the Dakota Communications Center Management Control Agreement.

J. Consider Acceptance of a Donation from the Inver Grove Heights Fire Department Auxiliary for an Unmanned Aerial Vehicle with Basic Accessories for the Fire Department.

- K.** Consider Approval of Request for Proposal for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2.
- L.** Receive Proposals and Accept Quote for Fire Hydrant Reconditioning.
- M.** Consider **Resolution 18-84** Accepting Proposal from SEH, Inc. for Design, Bidding and Construction Services for Replacement of Public Works Maintenance Facility HVAC System.
- N.** Consider **Resolution 18-85** Receiving Bids and Awarding Contract to Elevation Coating, LLC for Exterior Reconditioning of the Five-Million-Gallon Concrete Ground Storage Reservoir.
- O.** Approve Comment Letter to Dakota County for its 2019-2023 Capital Improvement Program (CIP).
- P.** Consider **Resolution 18-86** Awarding Contract for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.
- Q.** Consider **Resolution 18-87** Accepting Construction Engineering and Survey Services from Short Elliott Hendrickson, Inc. (SEH) and Geotechnical Services Proposal from American Engineering and Testing, Inc. (AET) for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.
- R.** Consider Approving **Resolution 18-88** and Certificate Pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessment by the City of Inver Grove Heights for Property Owned by Dale B. Storzinger and Lynn B. Storzinger for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.
- S.** Consider **Resolution 18-89** Approving Permanent and/or Temporary Easement Agreements and Assessment Agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.
- T.** Consider **Resolution 18-90** of Agreement for Award of Contract for City Project No. 2018-05 – Intersection improvements at T.H. 3 and Diffley Court (S.A.P. 019-630-020).
- U.** Consider **Resolution 18-91** Approving MnDOT Cooperative Agreement No. 1029710 for City Project No. 2017-03 – Watermain Improvements 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project (S.A.P. 178-010-011).
- V.** **Resolution 18-92** Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Preparation of Final Plans and Specifications, and Approving the Geotechnical Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.
- W.** Approval of a Limited Use Permit with the State of Minnesota Department of Transportation for the Placement and Utilization of a Public/Private Parking Area, Striped Parking Spaces, and Curb and Gutter in the Right-of-Way of Trunk Highway 3 at 65th Street. **Resolution 18-93**
- X.** Approval of a Negotiated Settlement Agreement between Thomas L. Peltier and the City of Inver Grove Heights related to the Acquisition of Easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the Installation of Trunk Watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03. **Resolution 18-94**
- Y.** Approval of a negotiated settlement agreement between Source Land Capital, LLC, and Marilyn L. Murphy and the City of Inver Grove Heights related to the Acquisition of Easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the Installation of Trunk Watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03. **Resolution 18-95**
- Z.** Approve Custom Grading Agreement for 9446 Aladin Trail.
- AA.** Approve Permanent Drainage Easement Agreement for 9165 Courthouse Boulevard.
- BB.** FRATTALONE'S DAWNWAY; Table action to the July 23 City Council meeting for a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the Landfill to Operate for an Additional 15 years and Approving a Host Community Agreement among Frattalone's Dawnway, Inver Grove Heights and South St. Paul.
- CC.** Personnel Actions.

Councilmember Piekarski Krech requested to pull Agenda Item 4E.

Motion by Hark second by Perry to accept the Consent Agenda with the exception of Agenda Item 4E.

Ayes: 4

Nays: 0 Motion carried.

Councilmember Piekarski Krech stated that she was in agreement with the Communication Specialist position, but that she had an issue with the Communication Manager job description and would welcome separating the two.

Motion by Piekarski Krech second by Perry to approve to Consider Authorization to Advertise for the Communication Specialist Position.

Ayes: 4

Nays: 0 Motion carried.

Motion by Hark second by Perry to approve to Consider Authorization to Advertise for the Communication Manager Position.

Ayes: 3

Nays: 1 (Piekarski Krech) Motion carried.

5. PUBLIC COMMENT:

Ted Wolkerstorter, 2859 87th Street East stated that he lives on the corner of 87th and Brooks. He stated that he is in a wheelchair and in order for him to get to the pathway he would have to go down the street to get to the closest way to cross which is the crossway to the golf course. He stated that he is looking for them to cut out a section of the curb across the street so that he can cross safely.

6. PUBLIC HEARING:

A. Consider approval of Therapeutic Massage Business License, La Mei, LLC and individual Therapeutic Massage License for Mei Mei Mak.

City Clerk Michelle Tesser stated that this request is regarding a business license for La Mei, LLC. The applicant has lived in Minnesota since 2016 and has practiced in the Cities of Burnsville and Shoreview. She stated that the Applicant has leased a space at 2910 Upper 55th Street. The appropriate fees, insurance documents, and references have been received and the business was recognized by the Professional Therapeutic Massage Organization. She stated that background found no basis for denial. Staff recommends approval for the Application.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:16PM.

Ayes: 4

Nays: 0 Motion carried.

Motion by Hark second by Piekarski Krech to approve the Therapeutic Massage Business License, La Mei, LLC and individual Therapeutic Massage License for Mei Mei Mak.

Ayes: 4

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. Consider Application for Chicken License at 2869 75th Street E.

Community Development Director Tom Link stated that this is a request to have six chickens on a property located at 2869 75th Street East. Notices were sent out to neighbors. He stated that the Ordinance reads that if there are no objections, staff can recommend approval, but if they receive objections the Application would need to go before the City Council. He stated that they have received two written objections but that one was withdrawn after they had spoken with the Applicant. There is still another objection expressing concern for noise, odors, and property value.

Liz Dilley, 2869 75th Street East stated that she owns the property and that Jeremy Moen (also present), rents from her and that he is the one that would like to raise the six chickens. She stated that they wish to follow all regulations and that the chickens will be all hens, no roosters.

Motion by Hark second by Piekarski Krech to approve the Application for Chicken License at 2869 75th Street E.

Ayes: 4

Nays: 0 Motion carried.

B. BEN & SARA WELNA; Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue. (Tabled).

Community Development Director Link referenced the location on a map and stated that this request is to divide five acres off of the total property of 19 acres. He stated that the Applicant would like to utilize the existing farmhouse and outbuildings to re-establish a hobby farm. He stated that this is located in the northwest area that is scheduled to have sanitary sewer and municipal water in the future. He stated that the requirement for subdivisions is that the property must be at least 20 acres to subdivide and that the density would not be more than one house per 10 acres, and that the lot being created cannot be more than 1.5 acres in size, and this one is five acres in size. If approved, the properties would be platted and an outlot would be created. The outlot is prohibited from further subdivisions until the sanitary sewer is installed.

He stated that Staff is recommending denial of the Application. The Planning Commission recommends approval as there is no additional home on the property, and that the house and septic system are already there. This was on a vote of seven Ayes and two Nays.

Ben Welna, 8580 Alverno Avenue West stated that they understood the Ordinance, which is geared toward development, but stated that their request involves no development at all. He stated that the property dates back to the early 1900's and that it is their goal to preserve the rural heritage of the property. He stated that it is consistent in size and use to the surrounding properties.

Councilmember Piekarski Krech asked why they didn't divide the property in half.

Mr. Welna responded that was due to financial reasons and because ten wasn't allowable due to the regulation. He stated that he does not currently live there but would be either renting or buying depending on the agreement made with the property owner.

Director Link stated that the property owner may be different than the Applicant and that the property owner has signed off on the Application. He stated that the property owner has met with Staff and Mr. Welna and is involved in the process.

Councilmember Piekarski Krech asked if they could still build something on the 14 acres that remained. She commented that it would be better platted as an outlot so they do not get additional requests.

Director Link responded that they could build on the 14 acres, but they could not further sub-divide it.

Mr. Welna stated that there are no plans to build on it at this time. He responded that if it would go into an outlot, the land would be held hostage until the utilities go through.

Motion by Hark second by Perry to approve to Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property is located at 8580 Alverno Avenue.

City Attorney Tim Kuntz stated that drainage and utility easements may be needed. This would need to be added and worded as “the landowner grants the City the drainage and utility easements determined by the Director of Public Works”.

Councilmember Piekarski Krech stated that the Resolution is worded as “the existing land use would not change, the only change is that the house and buildings would be on their own five-acre lot, no new house would be built and no new septic system would be created.” She asked how you could build on the other 14 acres with that type of wording.

Director Link responded that only applied to the five acres.

Mr. Welna stated that when this was before the Planning Commission the easements were not a part of the discussion. He stated that it was his understanding that it was something Engineering would request at the time of development of the properties when the utilities were extended down there.

Director Link stated that if a third addition was added this evening, the landowner could refuse to create the five-acre lot or ask that the condition be amended.

Attorney Kuntz stated that one of the elements of the Resolution is that City Planner Allan Hunting will have to send the County a letter splitting the tax parcel. He will not be able to do that until the easements have been recorded. He stated that the five-acre piece being split again, is remote, and that the opportunity for that owner to grant easements on the five-acre goes away when the five-acres is created now.

Mayor Tourville stated that if the owner has a problem with the drainage or utility easements, we can table this item now so you can have further discussion with him regarding this.

Mr. Welna commented that it would be better to table it.

Motion by Hark second by Perry to WITHDRAWAL the Motion to approve a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue.

Motion by Hark second by Perry to Table this item until the next regular meeting.

Ayes: 4

Nays: 0 Motion carried.

C. GRIES ARCHITECTURAL GROUP (Toyota); Consider a Resolution relating to a Conditional Use Permit Amendment to add an addition to the existing auto sales building located at 4600 Akron Avenue. Resolution 18-96.

Community Development Director Link stated that this proposal is for an addition to the existing building located on the West side of Robert Street and north of Highway 110. They will demolish some of the existing building to add on a two-story building at 34,000 square feet. He stated that part of the parking lot would be replaced, retaining walls will be added, and the impervious surface will be reduced. There will be a need for a storm water facilities maintenance agreement and an improvement agreement, and that

those items would come back before the City Council at a later date. He stated that the Planning staff recommends approval of the request and that the Planning Commission also recommends unanimous approval. He stated that as a Conditional Use Permit this does require a 4/5 vote from the City Council. Jeff Stearns, General Manager of Inver Grove Toyota and Brannin Gries, 500 North Commercial Street, Neenah, Wisconsin, introduced themselves to the Council.

Motion by Piekarski Krech second by Perry to Approve a Resolution 18-96 relating to a Conditional Use Permit Amendment to add an addition to the existing auto sales building located at 4600 Akron Avenue for GRIES ARCHITECTURAL GROUP (Toyota).

Ayes: 4

Nays: 0 Motion carried.

D. AMERICINN; Consider a Resolution relating to an Interim Use Permit to allow for a park-and-ride facility to be operated on the AMC movie theater property at 5567 Bishop Avenue. Resolution 18-97.

Community Development Director Link stated that the area we will be discussing is located on the AMC Movie Theater property. He stated that the AmericInn has been leasing 250 parking spaces from the theater in the northeast corner of the parking lot and using it as a park and fly operation. Several years ago, the theater did a renovation that reduced the maximum capacity of the theater, so they had excess parking available. He stated that the secondary use of the park and fly operation does not impact the theater or overflow parking for B52's. He stated that there are no changes proposed to the parking lot or property and that AmericInn has said that they will have a security guard overnight. He stated that City staff recommends approval of the Interim Use Permit and the Planning Commission also recommends unanimous approval. The Permit would expire if the AmericInn expands their current hotel parking lot or within five years, whichever occurs first.

Councilmember Hark questioned Item four in the Conditions regarding violations and asked if that is done administratively or if that comes before the City Council.

Director Link responded that would come before the City Council.

Brett Rose, 5861 Blaine Avenue, introduced himself to the City Council and stood by for questions.

Councilmember Perry asked if the security guard would be there all night or if they were rotated in and out.

Mr. Rose responded that there would be security there all night.

Motion by Perry second by Piekarski Krech to approve a Resolution 18-97 for AMERICINN relating to an Interim Use Permit to allow for a park-and-ride facility to be operated on the AMC movie theater property at 5567 Bishop Avenue.

Ayes: 4

Nays: 0 Motion carried.

II. PARKS AND RECREATION:

E. Consider Future of River Heights Park.

Parks and Recreation Director Eric Carlson shared a short presentation regarding River Heights Park. He stated that the concept of selling park land was brought up in the past and that River Heights Park, located at 8780 Inver Grove Trail, was one of the parks up for discussion.

He stated that the park is 7.5 acres in size, with 2.5-acre residential lots surrounding the park. It is a natural area with open space and contains a mowed trail.

He stated the following options for future use of the park:

- Develop the property as a public park and keep it as a City owned public park.
- Sell the park land to allow for development of three 2.5-acre residential lots.
- Sell park land to a private party and allow the property to be protected as “open space”. City owned.
- Leave park “as is”. City owned.
- Other suggestions.

Director Carlson stated that they have considered how much open space was enough in the area. He referenced the Trust for Public Land that has a website that calculates how many people live within a 10-mile radius of public parks.

He stated that at the Park and Recreation Commission meeting in April they recommended to keep River Heights Park as a public park and consider having a Park ID-sign, parking, a playground, and other park amenities and that the park should stay City-owned as a public park. He stated that the Motion was recommended to the City Council on a 5-2-1 vote.

Director Carlson stated that if the City Council voted to sell the park it would be recommended to sell the 7.5 acres of park land and create three 2.5-acre residential lots served by well and septic. They would bid the properties with the proceeds going into Fund 402.

He stated that if the City Council votes to keep River Heights Park, the Council would direct Staff to order and install a park ID sign, park rules sign, a single park bench, a picnic table, and a garbage can. He stated that they would authorize funding for those items out of Fund 402 not to exceed \$12,000 and to re-evaluate the need for additional parking after one-year. He stated that they do not need to provide a portable toilet, and to make no other improvements to the park. They would then take River Heights Park off the “Excess Public Property” list.

Councilmember Piekarski Krech stated that in 1982 there was an Application for Grant Funding and that she was unsure if that Grant was ever allocated. She commented that if there was a Grant, that park should have been developed.

City Clerk Michelle Tesser stated that the information became available from a data request from Mr. Wilkens. She stated that it was from a Resolution that was found from 1983 and that it discussed a Grant from MnDOT but did not disclose the amount.

Director Carlson stated that he did see that information but that he did not see any Grant dollars or that they were required to do anything with the property.

He stated that awhile back he contacted the Minnesota Department of Natural Resources to see if there were any dollars or Grants that the City received for that property and was told that they did not have any agreements with the DNR in place for the property. He stated that he did not check with the Department of Transportation but could check with them to see if they have any information.

Mayor Tourville stated that during their Work Session they received a petition, two letters from the Friends of the Mississippi River, and a letter from the United States Department of Interior.

Motion by Piekarski Krech second by Perry to receive the items as listed by Mayor Tourville.

Ayes: 4

Nays: 0 Motion carried.

Bob Roloff, 8800 River Heights Way stated that he and his wife are opposed to the sale of the property and felt it should be kept natural and undeveloped.

Tom Wilkens, 8959 Inver Grove Trail stated that the sale of this park property, or any park property, is short-sighted. This park lies within the Mississippi National River and Recreation Area and that in keeping with that Regional spirit, he feels that this park should be preserved and protected for residents.

Alicia Uzarek, Friends of the Mississippi River, 101 East 5th Street, St. Paul stated that Friends of the Mississippi River (FMR) support Option 2 to install a Park ID sign, bench, etc. She stated that the open space enhances Community livability and human health, just as the patrons of this park have stated. She stated that River Heights Park is located within the Mississippi River National Park and provides habitat for wildlife, birds, pollinators, and more.

She stated that the Council should have received their letter that expresses their commitment and willingness to work with the City and the Parks Department to restore and enhance this open space which includes finding non-City funds to complete restoration work.

Greg Bauer, 8955 Inver Grove Trail stated that in 1981 they were told by a Parks Board Member that land for the park was mandated for the development from Falcon Ridge and Broadmoor Ponds. He asked if that fact was ever found.

Mayor Tourville responded that the land was dedicated as part (1/2 acre) of the plat. He stated that they have not been able to find out any further information than that.

Councilmember Piekarski Krech stated that the City Clerk located information from the minutes of the City Council meeting back then that stated that .97 acres was required to be dedicated by the development. Then the City purchased six acres from the developer.

Tom Wilkens stated that he received the information they were talking about from the City Clerk regarding the acquisition and said that while he is satisfied with the information he has received, he felt that it wasn't the whole story. He stated that he visited the Dakota County Historical Society and found artist concepts from MnDOT and the Great River Road Project for that property on how the viewing platform and visitor center would look. He also stated that the Park Commission at the time suggested the City Council purchase the additional acreage.

Councilmember Piekarski Krech commented that there may have been a concept, but that it didn't seem like they had received the Grant to do the concept.

Steve Cook, 9250 Inver Grove Trail stated that this wasn't just a park for River Heights residents, but the entire City and that having signs at both entrances would be helpful, as would minimal parking. He doesn't suggest a port a potty, and felt that the trails could just be mowed, as some of the residents have offered to help with. He suggested to preserve this park.

Sheila Tatone, 3764 74th Street East stated that she doesn't understand why they are selling park land that is used by the neighborhood. She suggested that they put up signs, so people know how to find it. She stated that it should be kept as parkland.

Karen and Al Meyman 8915 River Heights Way. Mr. Meyman stated that they have a petition that has 140 signatures representing 94 households that surround River Heights Park. He would like the park left unchanged. He stated the park is the gateway to their Community and is the main reason many of them have built there.

Cheryl Svobodny, 7953 Conroy Way stated that she is in support of the neighborhood.

Kerry Hoffner, 8715 River Heights Way stated that he has lived there for 30 years and that this is a Community park that people are using.

Rex Schultrich, 4923 Bisset Lane stated that he moved here from the City of St. Paul six months ago. He commented that a park like this is a blessing to the City and the people. He encouraged them to keep the park as it is.

Linda Ahrens, 8810 Bacardi Avenue stated that she felt the park was more like a bird sanctuary as it was quiet and peaceful and due to that, it should be kept as a conservation area and never developed.

She asked how much undeveloped city-owned land is left in Inver Grove Heights with the money being used for City funds. She stated that when undeveloped land runs out they will have to think of other ways of funding things. She offered an example of a funding opportunity such as a themed license plate and having the funds go toward certain projects.

Councilmember Hark stated that this park should be taken off the excess property list and that it was a piece of property that the Council needed to look at and consider the options. He is in favor of taking it off the list. He stated that this wasn't just a park for their neighborhood, it's a park for the City. He felt it needed signage out front as most do not know that it's public land. He felt garbage cans and bags for the dogs could be useful. He stated that there are a lot of properties on the list of excess property that are not just parks and that some of those properties needed to be looked at to see if they can generate tax revenue. He thanked everyone for coming out.

Councilmember Piekarski Krech stated that she was impressed with the number of people that showed up to talk about saving open space and nature.

She stated that she was in favor of having a port-a-potty out there because there is not a public space nearby for those that are coming here from farther away.

She stated that there is a meeting with the County on Wednesday at 7:00 p.m. at Simley. If you have a well and live in Inver Grove Heights and Rosemount, you are welcome to attend the meeting to find out about water issues.

Mayor Tourville stated that this is an active neighborhood park serving the neighborhood for the functions that they want. He suggested that the Parks Director, two Park Commission members, neighborhood members, and the Friends of the Mississippi form a group and get together and discuss what they would like to have out there, whether it's signs, benches, dog bags, etc.

Councilmember Hark stated the Motion would be to take it off the excess property list but asked if there was anything else they should add such as adding a park sign.

Councilmember Piekarski Krech stated that a portable facility and some signage would be nice. She stated that she would like to have the Friends of the Mississippi, the DNR, people from the neighborhood and the Parks department to do some improvements there.

Mayor Tourville stated that if it is not sold, the group should get together to discuss what they would like to see there, and then come back to the City Council with that information.

Motion by Hark second by Tourville to take River Heights Park off the excess property list. To have the Park and Recreation Department, Friends of the Mississippi, the DNR, and the neighborhood get together and come up with ideas for the area and then come back in two months with information regarding signage, benches, etc.

Ayes: 4

Nays: 0 Motion carried.

Councilmember Perry commented that as an option for parking, they could put some gravel there versus paving.

Ms. Tatone asked if this information will be posted somewhere so they know the end result. She stated that she would like those that don't live in the area to know about this park.

Mr. Wilkens asked if this park will be removed from the sell list today.

City Administrator Joe Lynch stated that the Title of the information is now excess public property, not saleable. River Heights Park will be removed.

III. FINANCE DEPARTMENT:

F. Accept and Approve the Comprehensive Annual Finance Report for the Year Ended December 31, 2017, Management Letter and Other Required Report.

Finance Director Kristi Smith stated that the Comprehensive Annual Finance Report for 2017 is before you this evening, and along with that is a management letter and other required report. She stated that there are three reports up for approval. The first is to obtain an Independent Certified Public Accounting firm to complete the Audit, so they have chosen the firm Abdo, Eick & Meyers, LLP to perform one. She also thanked the Finance Department and other City Staff that put in time and effort to put this together.

Steve McDonald from Abdo, Eick & Meyers stated that he has a power point presentation for them this evening. He stated that the Audit is meant to give an opinion on the financial statements and provides assurance that the financial statements are materially correct. They have met the objective of the audit. He stated that the City has achieved an unqualified (clean) opinion on the City's financial statements, which is the highest form of assurance a Certified Public Accounting firm can issue. He stated they looked at the internal control of the City and didn't have any comments or findings. He stated that there were no disagreements or difficulties during the process and that City staff did a good job of addressing their list. He highlighted the following categories:

- General Fund - Unassigned Fund Balance as a Percent of Next Year's Budget
- General Fund - Budget versus Actual. Things have been consistent in the General Fund with revenue and expenditures over the last three years.
- General Fund – Expenditures and Transfers Out
- Special Revenue Funds
- Capital Projects Funds
- Governmental Debt Service Funds
- Internal Service Funds
- Water Fund Cash Flow and Cash Balance
- Sewer Fund Cash Flow and Cash Balance
- Golf Course Fund Cash Flow and Cash Balance

Mr. McDonald stated that there are good reserves in the operating funds of the City and positive trends.

Councilmember Hark had a question on Page 14 regarding the water fund cash. He asked if he could explain what the green segment of the disbursement meant.

Mr. McDonald responded that the green indicates the debt service payments, bond principle, and interest from a cash flow perspective.

Mayor Tourville stated that they need to continue to review and prioritize the Cities CIP over the next couple of years.

Motion by Piekarski Krech second by Perry to Accept and Approve the Comprehensive Annual Finance Report for the Year Ended December 31, 2017, Management Letter and Other Required Report.

Ayes: 4

Nays: 0 Motion carried.

IV. ADMINISTRATION:

G. Approve the Implementation of the Classification and Compensation Plan and Salary Structure and Authorize Staff to Negotiate with Collective Bargaining Units on Wages.

Human Resources Manager Janet Shefchik stated that the City is required under Minnesota Pay Equity laws, to utilize an approved compensation system to evaluate job classifications and pay them based on their comparable worth. She stated that in February 2017, the City hired Bjorklund Compensation Consulting (BCC), to conduct a comprehensive study of the City's Compensation and Classification system. The study included:

- An evaluation of position description questionnaires completed by staff and reviewed by management
- Over 70 staff interviews
- A 15-city market study of benchmark positions
- The creation of up-dated job descriptions for all regular City positions
- Determination of job points for each job classification
- Development of a pay plan with corresponding pay grades
- Preliminary Pay Equity compliance testing.

She stated that the BCC developed a new performance evaluation rating system and performance review forms. The new system BCC evaluated jobs and assigned a point value based on factors such as Knowledge and Skills, Supervisory Authority, Public Relations, and Working Conditions. BCC then slotted them into 32 proposed pay grades, each with a range spread of 26% to 27% and 10 steps from minimum to maximum pay.

She stated that if the proposed Classification/Compensation Plan and pay structure is approved, staff will request meetings with the Unions to negotiate the proposed pay plan into their wage structures and will begin to incorporate the changes into the non-union pay structure. The plan is to implement all changes with an effective date of 7/1/18, thereby utilizing money already budgeted in 2018 for plan implementation. She stated that as a part of the implementation, staff will be placed at the next highest step (based on their 2018 pay) in the corresponding pay grade of the new structure and that employees will have the option to request an appeal of the grade placement of their job classification.

Mayor Tourville stated that the compiling of this document has been taking place under Executive Session for several meetings. He stated that they are now looking at having it become a public document that will look at the process to review set salaries and performance. He stated that the most important asset to the City of Inver Grove Heights are its people and this is taken very seriously by the City Council.

Councilmember Piekarski Krech asked what part of it was proprietary.

HR Manager Shefchik responded that it was the methodology for rating and evaluating the jobs.

City Administrator Lynch stated that the City Council needs to adopt the policy and plan as presented and authorize both the HR Manager and himself to begin negotiations with the Unions so they can incorporate this into the contract. He stated that they will return that information to the Council as soon as possible with a potential effective date of July 1st, 2018.

Motion by Hark second by Perry to Approve the Implementation of the Classification and Compensation Plan and Salary Structure and Authorize Staff to Negotiate with Collective Bargaining Units on Wages.

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Hark stated that he was at the Board of Directors meeting for the May Day 5K and stated that it was a success. He commented that a lot of that success goes to the Chief of Police, the Fire Chief, Tracy Petersen from the Parks Department, as well as Parks and Recreation Director Eric Carlson and his group that all helped out.

Councilmember Piekarski Krech reminded residents that if they have a well, there will be a meeting on Wednesday at 7:00 p.m. at Simley.

City Engineer Kaldunski stated that they have begun work on 149 and Ann Marie Trail and they will continue in the first phase for 40 days and then continue down by Rich Valley Boulevard.

Councilmember Piekarski Krech stated that there didn't seem to be any road closing warning signs coming from the direction of Diffley Road. She mentioned that she would like to see signage when the work on 70th Street begins.

City Engineer Kaldunski stated that the project on 70th should begin around late June and that construction on 65th Street will take place after July 18th. Information is available on the City website.

Mayor Tourville stated that due to Memorial Day, the next City Council meeting will take place on Tuesday, May 29th at the same time and place.

9. EXECUTIVE SESSION:

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

A. Discuss NW Area Park Property Acquisition Strategy.

City Attorney Tim Kuntz stated that Minnesota Statute SS 13D.05, Subd. 3(c)2 & 3 allows the City Council to meet in a closed-door Executive Session with the purpose of considering offers and counteroffers with respect to the purchase of real estate and to consider non-public appraisal data. He stated that the Council is availing itself of that Statute this evening and is being asked to go into a closed-door session to discuss offers and counter offers and non-public appraisal data with respect to two parcels in the City. One parcel is owned by James Peltier, at 7250 Argenta Trail, Tax Parcel 20-00700-06-012. The other parcel is owned by Joe Fleming, 1230 70th Street West, Tax Parcel 20-00700-08-013. He stated that both parcels will be discussed with respects to possible parkland in the northwest area considered by the Council previously, and that this is a continuation of that consideration. He asked that the Council make a Motion to go into a closed-door session for the purposes that were outlined and the Statute that was referenced in dealing with the parcels that were identified.

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

Ayes: 4

Nays: 0 Motion carried.

11. ADJOURN: The meeting was adjourned at 9:30 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 29, 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 May 10, 2018 to May 23, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 23, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$468,344.04
Debt Service & Capital Projects	571,236.94
Enterprise & Internal Service	269,875.55
Escrows	6,741.04
Grand Total for All Funds	<u><u>\$1,316,197.57</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 May 10, 2018 to May 23, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 23, 2018**

WHEREAS, a list of disbursements for the period ending May 23, 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	\$468,344.04
Debt Service & Capital Projects	571,236.94
Enterprise & Internal Service	269,875.55
Escrows	6,741.04
Grand Total for All Funds	<u><u>\$1,316,197.57</u></u>

Adopted by the City Council of Inver Grove Heights this 29th day of May, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 05/10/2018 - 05/23/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
A.J. ALBERTS PLBG	0000032829	05/22/2018	0014302	101.42.4200.423.40040	250.00
A.J. ALBERTS PLBG	0000032830	05/22/2018	0014302	101.42.4200.423.40040	570.39
ABDO, EICK & MEYERS, LLP	400812	05/22/2018	43697	101.41.2000.415.30100	7,752.00
AFSCME COUNCIL 5	INV0074262	05/11/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0074263	05/11/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0074264	05/11/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
AGASSIZ SEED & SUPPLY	INV121963	05/22/2018	CITY055077	101.44.6000.451.60016	11,468.00
BARNA, GUZY, & STEFFEN LTD	187451	05/22/2018	50003-005	101.41.1100.413.30430	390.00
BLACKTOP PROS, LLC	19-613	05/15/2018	5/3/18	101.43.5200.443.40046	10,270.00
BOWE, JIM	5/22/18	05/22/2018	REIMBURSE - MAILBOX REPLACEMEN	101.43.5200.443.60016	75.00
CENTURY LINK	4/19/18 651 455 9072 782	05/15/2018	651 455 9072 782	101.42.4200.423.50020	40.49
CITY OF SAINT PAUL	IN00028541	05/15/2018	76	101.43.5200.443.60016	11,437.95
CMI, INC	8004221	05/22/2018	550772	101.42.4000.421.60065	174.03
COLLINS ELECTRICAL CONST.	1830954.01	05/15/2018	4/30/18	101.43.5200.443.40046	248.75
COMCAST	5/30/18 8772 10 590 03595	05/22/2018	8772 10 591 0359526	101.42.4200.423.30700	10.53
COMPASS MINERALS AMERICA INC.	253915	05/15/2018	533230/CH900190	101.43.5200.443.60016	3,761.58
CORPORATE MARK, INC.	423018	05/22/2018	5/11/18	101.45.3300.419.60045	36.00
CPS DISTRIBUTORS, INC.	18-0295	05/15/2018	4/20/18	101.42.4200.423.40040	466.13
CULLIGAN-METRO	4/30/18 157-98459100-6	05/15/2018	157-98459100-6	101.42.4200.423.60065	80.55
DAKOTA COMMUNICATIONS CENTER	IG2018-06	05/15/2018	JUNE 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-06	05/15/2018	JUNE 2018	101.42.4200.423.70502	5,907.50
DAKOTA COUNTY TECHNICAL COLLEGE	282196	05/22/2018	5/14/18	101.42.4000.421.50080	450.00
DAKOTA CTY FINANCIAL SVCS	00030128	05/22/2018	1ST HALF 2018 STS WORK CREW	101.44.6000.451.70501	13,890.00
DAKOTA CTY FINANCIAL SVCS	00030363	05/22/2018	APRIL 2018	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00030363	05/22/2018	APRIL 2018	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00030363	05/22/2018	APRIL 2018	101.43.5200.443.30700	46.66
DAKOTA CTY SOIL & WATER	2796	05/22/2018	JANUARY-MARCH 2018	101.43.5100.442.30300	440.00
DCA TITLE	A18-73145	05/22/2018	4/16/18	101.43.5100.442.30420	369.00
EFTPS	INV0074286	05/11/2018	FEDERAL WITHHOLDING	101.203.2030200	45,380.72
EFTPS	INV0074288	05/11/2018	MEDICARE WITHHOLDING	101.203.2030500	13,741.90
EFTPS	INV0074289	05/11/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	39,534.96
EISEN, WENDY	5/22/18	05/22/2018	MAILBOX REPLACEMENT - REIMBURS	101.43.5200.443.60016	75.00
EMERGENCY RESPONSE SOLUTIONS	10980	05/15/2018	5/1/18	101.42.4200.423.60040	2,485.92
EMERGENCY RESPONSE SOLUTIONS	10999	05/15/2018	5/3/18	101.42.4200.423.60040	1,318.66
EMERGENCY RESPONSE SOLUTIONS	11005	05/15/2018	5/4/18	101.42.4200.423.60040	537.62
EMERGENCY RESPONSE SOLUTIONS	11003	05/15/2018	5/8/18	101.42.4200.423.40042	316.66
EMERGENCY RESPONSE SOLUTIONS	11045	05/22/2018	5/11/18	101.42.4200.423.60065	680.00
EYEMED	163489127	05/15/2018	MAY 2018	101.203.2032700	268.44
FIELD TRAINING SOLUTIONS	8599	05/15/2018	5/7/18	101.42.4000.421.50080	295.00
FIRSTSCRIBE	2476988	05/22/2018	5/1/18	101.43.5100.442.40044	250.00
FLUID INTERIORS LLC	58849	05/15/2018	88-00	101.41.1100.413.80500	307.17
GALLS INC	009738669	05/15/2018	1001727847	101.42.4000.421.60045	181.41
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0074268	05/11/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0074269	05/11/2018	HSA ELECTION-SINGLE	101.203.2032500	4,382.45
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.44.6000.451.30550	44.76
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	101.45.3300.419.30550	29.50
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.41.1100.413.30550	7.92
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.41.2000.415.30550	10.30
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.42.4000.421.30550	44.88
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.42.4200.423.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.43.5000.441.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.43.5100.442.30550	10.56
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.43.5200.443.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.44.6000.451.30550	6.16
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.45.3000.419.30550	2.38
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	101.45.3300.419.30550	7.92
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.41.1100.413.30550	26.79
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.41.2000.415.30550	34.82
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.42.4000.421.30550	151.81
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.42.4200.423.30550	8.93
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.43.5000.441.30550	8.93
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.43.5100.442.30550	35.72

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.43.5200.443.30550	8.93
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.44.6000.451.30550	20.89
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.45.3000.419.30550	8.04
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	101.45.3300.419.30550	26.79
GFOA	2018 CAFR	05/22/2018	2018 CAFR APPLICATION	101.41.2000.415.30700	435.00
HARRIS COMPUTER SYSTEMS	MN00107022	05/22/2018	3/23/18	101.45.3000.419.40049	17,642.76
HARRIS COMPUTER SYSTEMS	MN00107022	05/22/2018	3/23/18	101.45.3300.419.40049	8,689.71
HENNEPIN TECHNICAL COLLEGE	2497909	05/15/2018	5/1/18	101.42.4000.421.50080	1,590.00
IAFC MEMBERSHIP	2018 MEMBERSHIP 91525	05/22/2018	IAFC ID:91529	101.42.4200.423.50070	259.00
ICC	1000902600	05/22/2018	0296400	101.45.3300.419.60018	36.50
ICMA RETIREMENT TRUST - 457	INV0074270	05/11/2018	ICMA-AGE <49 %	101.203.2031400	6,927.73
ICMA RETIREMENT TRUST - 457	INV0074271	05/11/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0074272	05/11/2018	ICMA-AGE 50+ %	101.203.2031400	1,749.14
ICMA RETIREMENT TRUST - 457	INV0074273	05/11/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0074274	05/11/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0074283	05/11/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0074284	05/11/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
IUOE	INV0074275	05/11/2018	UNION DUES IUOE	101.203.2031000	1,323.84
JCE TREE SERVICES	3831	05/22/2018	3/22/18	101.43.5200.443.40046	2,700.00
LANGUAGE LINE SERVICES	4315826	05/15/2018	9020909043	101.42.4000.421.50020	106.80
LELS	INV0074276	05/11/2018	UNION DUES (LELS)	101.203.2031000	1,566.00
LELS SERGEANTS	INV0074285	05/11/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LOCAL GOVERNMENT INFORMATION SYSTE	45266	05/22/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORMATION SYSTE	45295	05/22/2018	111541	101.42.4200.423.30700	137.00
METROPOLITAN COUNCIL	APRIL 2018	05/15/2018	APRIL 2018	101.41.0000.3414000	(298.20)
MINNEAPOLIS OXYGEN CO.	00024786	05/15/2018	01910	101.42.4200.423.30700	62.70
MINNEAPOLIS OXYGEN CO.	00024787	05/15/2018	01915	101.42.4200.423.30700	62.70
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0074265	05/11/2018	STEVE HER FEIN/TAXPAYER ID: 41600	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0074266	05/11/2018	JOEL JACKSON FEIN/TAXPAYER ID: 41	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0074267	05/11/2018	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	190.49
MN CITY/COUNTY MANAGEMENT ASSOC	2018 MEMBERSHIP	05/22/2018	2018 MEMBERSHIP	101.41.1100.413.50070	169.07
MN DEPT OF LABOR & INDUSTRY	JAN 2018	04/13/2018	JAN 2018	101.207.2070100	3,320.94
MN DEPT OF LABOR & INDUSTRY	JAN 2018	04/13/2018	JAN 2018	101.41.0000.3414000	(66.42)
MN DEPT OF REVENUE	INV0074287	05/11/2018	STATE WITHHOLDING	101.203.2030300	21,579.42
MN GLOVE & SAFETY, INC.	304303	05/22/2018	CTINVE	101.45.3300.419.60045	539.91
MN GLOVE & SAFETY, INC.	304684	05/22/2018	CTINVE	101.45.3300.419.60045	39.99
NELCOM CORP	29469	05/22/2018	5/10/18	101.42.4000.421.40042	681.00
OXYGEN SERVICE COMPANY, INC	03404492	05/15/2018	04394	101.42.4000.421.60065	37.56
PERA	INV0074277	05/11/2018	PERA COORDINATED PLAN	101.203.2030600	39,234.86
PERA	INV0074278	05/11/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,018.04
PERA	INV0074279	05/11/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0074280	05/11/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0074281	05/11/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,133.76
PERA	INV0074282	05/11/2018	EMPLOYER SHARE (POLICE & FIRE PL	101.203.2030600	24,200.70
PETTY CASH-WF PURCHASE CARD FEES	APRIL 2018	05/11/2018	APRIL 2018	101.41.2000.415.70440	149.58
PINE BEND PAVING, INC.	9042518	05/15/2018	4/25/18	101.43.5200.443.40046	4,450.50
PINE BEND PAVING, INC.	9042618	05/15/2018	4/26/18	101.43.5200.443.40046	4,037.50
PINE BEND PAVING, INC.	9043018	05/15/2018	4/30/18	101.43.5200.443.40046	3,643.00
PINE BEND PAVING, INC.	18-153	05/15/2018	5/1/18	101.43.5200.443.60016	569.33
PINE BEND PAVING, INC.	9050118	05/15/2018	5/1/18	101.43.5200.443.40046	4,112.50
RCM SPECIALTIES, INC.	6514	05/15/2018	5/1/18	101.43.5200.443.40046	13,300.00
RCM SPECIALTIES, INC.	6515	05/15/2018	5/2/18	101.43.5200.443.40046	9,975.00
SEXTON PRINTING INC	274326	05/15/2018	8096	101.41.1100.413.50032	3,428.00
SIRCHIE FINGER PRINT LABORATORIES	0346726-IN	05/15/2018	00-0055077	101.42.4000.421.60065	55.82
STREAMLINE DESIGN INC	38234	05/22/2018	5/8/18	101.42.4200.423.60045	137.00
THOMSON REUTER - WEST	838127505	05/15/2018	1000197212	101.42.4000.421.30700	199.56
TMOBILE	4/8/18 494910368	05/22/2018	2/28/18	101.43.5100.442.50020	40.00
TMOBILE	5/8/18 494910368	05/22/2018	494910368	101.43.5100.442.50020	20.00
TOTAL CONSTRUCTION & EQUIP.	3345	05/15/2018	4/10/18	101.43.5200.443.40046	336.41
TOTAL CONSTRUCTION & EQUIP.	2328	05/15/2018	4/11/18	101.43.5200.443.40046	411.80
TOTAL CONSTRUCTION & EQUIP.	3228	05/22/2018	4/30/18	101.44.6000.451.40040	2,790.49
TOTAL CONSTRUCTION & EQUIP.	3620	05/15/2018	4/30/18	101.43.5200.443.40046	824.73
UNIFIRST CORPORATION	5/7/18	05/15/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	5/7/18	05/15/2018	1051948	101.44.6000.451.60045	24.47
VALLEY IMAGES PHOTOGRAPHY - MARK D. I	15547	05/15/2018	3/13/18	101.42.4000.421.30700	50.00
VERIZON WIRELESS	9806023025	05/15/2018	942147853-00001	101.42.4000.421.50020	570.18
Fund: 101 - GENERAL FUND					447,518.29
ENSEMBLE CREATIVE & MARKETING	IGH050818	05/22/2018	MARCH/APRIL 2018	201.44.1600.465.50025	2,288.00
LIME VALLEY ADVERTISING, INC.	18143.02	05/22/2018	4/30/18	201.44.1600.465.50025	5,051.00
ST PAUL ARENA COMPANY, LLC	SPAC0002443	05/22/2018	JANUARY 2018	201.44.1600.465.50025	200.00
Fund: 201 - C.V.B. FUND					7,539.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	204.44.6100.452.30550	14.40
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	204.44.6100.452.30550	0.87
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	204.44.6100.452.30550	2.95
HOFFMAN, VERNON	4/30/18	05/22/2018	REIMBURSE	204.207.2070300	2.00
HOFFMAN, VERNON	4/30/18	05/22/2018	REIMBURSE	204.44.0000.3471000	28.00
IGH SENIOR CLUB	5/2/18	05/22/2018	APRIL 2018	204.227.2271000	196.00
REVOLUTIONARY SPORTS, LLC	IGHPR 2018-1	05/22/2018	MARCH 26-27 CAMP	204.44.6100.452.30700	676.00
Fund: 204 - RECREATION FUND					920.22
AEP ONSITE PARTNERS, LLC	419-21120649	05/22/2018	5/4/18	205.44.6200.453.40020	4,211.45
AEP ONSITE PARTNERS, LLC	419-21120649	05/22/2018	5/4/18	205.44.6200.453.40020	4,150.26
CHEM-AQUA, INC.	3118188	05/22/2018	641603	205.44.6200.453.60016	172.35
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	205.44.6200.453.30550	8.76
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	205.44.6200.453.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	205.44.6200.453.30550	1.32
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	205.44.6200.453.30550	1.31
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	205.44.6200.453.30550	4.46
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	205.44.6200.453.30550	4.46
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	205.44.6200.453.30550	8.92
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	205.44.6200.453.30550	29.73
MEDICINE LAKE TOURS	1/24/18	05/22/2018	JERSEY BOYS	205.44.6200.453.50090	1,368.00
MIDWEST TROPHY HOUSE	2829	05/22/2018	4/10/18	205.44.6200.453.60065	151.50
NORDICCON	5/1/18	05/22/2018	REIMBURSE - OVERPAYMENT	205.207.2070300	6.66
NORDICCON	5/1/18	05/22/2018	REIMBURSE - OVERPAYMENT	205.44.0000.3492500	93.34
Fund: 205 - COMMUNITY CENTER					10,297.89
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	290.45.3000.419.30550	1.36
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	290.45.3000.419.30550	0.26
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	290.45.3000.419.30550	0.89
SRF CONSULTING GROUP, INC	10329.00-7	05/15/2018	3/31/18	290.45.3000.419.30700	2,066.13
Fund: 290 - EDA OPERATING					2,068.64
EHLERS AND ASSOCIATES, INC.	76837	05/22/2018	5/10/18	399.57.9000.570.30150	550.00
Fund: 399 - CLOSED BOND FUND					550.00
METROPOLITAN COUNCIL	APRIL 2018	05/15/2018	APRIL 2018	404.217.2170000	29,820.00
Fund: 404 - SEWER CONNECTION FUND					29,820.00
BARR ENGINEERING COMPANY	23191332.00-14	05/22/2018	78TH & CONCORD WATER QUALITY P	436.73.5900.736.30300	640.50
Fund: 436 - 2016 IMPROVEMENT FUND					640.50
CIMCO REFRIGERATION INC	PAY REQUEST NO. 5	05/15/2018	CITY PROJECT NO. 2017-05	437.44.5900.737.80200	8,147.12
DCA TITLE	44277	05/22/2018	4/11/18	437.73.5900.737.30700	575.00
DCA TITLE	5/15/18	05/15/2018	KRAMER - 4301 64TH ST E	437.44.5900.737.80100	425,024.11
EVERGREEN LAND SERVICES	00-11951	05/22/2018	5/4/18	437.44.5900.737.30700	902.47
KIMLEY-HORN & ASSOCIATES, INC.	11063993	05/22/2018	160509033.3	437.44.5900.737.30300	686.34
STEVENS ENGINEERS INC	11430	05/22/2018	900-16-269	437.44.5900.737.30300	37.88
STEVENS ENGINEERS INC	11441	05/22/2018	900-18-302	437.44.5900.737.30300	5,752.19
Fund: 437 - 2017 IMPROVEMENT FUND					441,125.11
KIMLEY-HORN & ASSOCIATES, INC.	11063994	05/22/2018	160509034.3	438.73.5900.738.30300	8,477.34
Fund: 438 - 2018 IMPROVEMENT FUND					8,477.34
DOCUNET CORPORATION	3/19/18	05/22/2018	2018-09A	440.74.5900.740.50030	429.48
DOCUNET CORPORATION	3/19/18 2018-09B	05/22/2018	2018-09B	440.74.5900.740.50030	412.57
EVERGREEN LAND SERVICES	00-11952	05/22/2018	5/4/18	440.74.5900.740.30300	560.00
KIMLEY-HORN & ASSOCIATES, INC.	11063987	05/22/2018	160509021.3	440.74.5900.740.30300	11,506.28
MONUMENT RIDGE LLC	5/8/18	05/22/2018	TEMPORARY EASEMENT 2015-09D	440.74.5900.740.80100	2,500.00
SHORT ELLIOTT HENDRICKSON, INC.	347157	05/22/2018	4340	440.74.5900.740.30300	4,413.46
STOERZINGER, DALE	5/16/18	05/22/2018	PERMANENT EASEMENT PAYMENT	440.74.5900.740.80100	11,300.00
WALLMARK PROPERTIES L.L.C.	5/8/18	05/22/2018	PERMANENT EASEMENT 2015-09D	440.74.5900.740.80100	14,500.00
WALLMARK PROPERTIES LLC	5/8/18	05/22/2018	TEMPORARY EASEMENT 2015-09D	440.74.5900.740.80100	8,900.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					54,521.79
DAKOTA CTY SOIL & WATER	2796	05/22/2018	JANUARY-MARCH 2018	441.74.5900.741.60065	320.00
Fund: 441 - STORM WATER MANAGEMENT					320.00
BOLTON & MENK, INC.	0216513	05/22/2018	T18.113208	446.74.5900.746.30300	8,601.00
BRAUN INTERTEC CORPORATION	B128551	05/22/2018	I09213	446.74.5900.746.30300	6,137.00
EVERGREEN LAND SERVICES	00-11950	05/22/2018	2/28/18	446.74.5900.746.30300	1,032.23
LILLIE SUBURBAN NEWSPAPERS	4/13/18 002945	05/22/2018	002945	446.74.5900.746.50025	10,091.25
WENCK ASSOCIATES, INC.	11709068	05/22/2018	B3619-0003	446.74.5900.746.30300	2,727.52
WENCK ASSOCIATES, INC.	11802480	05/22/2018	B3619-0007	446.74.5900.746.30300	1,168.20
Fund: 446 - NW AREA					29,757.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DISPUTE RESOLUTION CENTER	4/27/18	05/15/2018	5/15/18	451.75.5900.751.30700	5,000.00
JOEL CARLSON	JUNE 2018	05/22/2018	JUNE 2018	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					6,000.00
COMO LUBE & SUPPLIES	639124	05/15/2018	100395	454.43.5500.446.40025	25.00
Fund: 454 - LANDFILL ABATEMENT					25.00
BLACKTOP PROS, LLC	19-223	05/22/2018	5/1/18	501.50.7100.512.40046	450.00
BLACKTOP PROS, LLC	901-57	05/22/2018	5/4/18	501.50.7100.512.40046	2,600.00
BLACKTOP PROS, LLC	20-58	05/22/2018	5/15/18	501.50.7100.512.40046	1,200.00
BLACKTOP PROS, LLC	20-59	05/22/2018	5/15/18	501.50.7100.512.40046	1,200.00
BLACKTOP PROS, LLC	20-62	05/22/2018	5/15/18	501.50.7100.512.40046	1,200.00
BLACKTOP PROS, LLC	20-63	05/22/2018	20-63	501.50.7100.512.40046	1,200.00
BLACKTOP PROS, LLC	20-64	05/22/2018	5/15/18	501.50.7100.512.40046	600.00
CITY OF BLOOMINGTON	1800080	05/22/2018	5/3/18	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	501.50.7100.512.30550	47.83
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	501.50.7100.512.30550	12.67
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	501.50.7100.512.30550	42.85
GOODIN COMPANY	01737922-00	05/22/2018	1001619	501.50.7100.512.40040	536.27
HYDRODESIGNS, INC	0046538-IN	05/22/2018	INVERGR	501.50.7100.512.30700	1,248.00
RAINBOW INC.	32807	05/15/2018	1015	501.50.7100.512.40040	30,300.00
SENSUS METERING SYSTEMS	ZA18006678	05/15/2018	418020	501.50.7100.512.40044	1,949.94
SHAPCO PRINTING	5/23/18 POSTAGE REQUE	05/23/2018	POSTAGE REQUEST	501.50.7100.512.50035	2,447.34
TOTAL CONSTRUCTION & EQUIP.	3619	05/22/2018	4/30/18	501.50.7100.512.40040	1,605.50
TOTAL CONSTRUCTION & EQUIP.	3636	05/22/2018	4/30/18	501.50.7100.512.40040	286.93
UPS	000027914A168	05/22/2018	27914A	501.50.7100.512.60016	31.37
VALLEY-RICH CO, INC	25508	05/22/2018	IGH	501.50.7100.512.40046	4,293.56
VALLEY-RICH CO, INC	25488	05/22/2018	IGH	501.50.7100.512.40046	4,759.00
Fund: 501 - WATER UTILITY FUND					56,431.26
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	502.51.7200.514.30550	23.23
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	502.51.7200.514.30550	7.06
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	502.51.7200.514.30550	24.11
Fund: 502 - SEWER UTILITY FUND					54.40
BREAKTHRU BEVERAGE MINNESOTA	1080792172	05/22/2018	102294	503.52.8300.524.76150	427.60
BREAKTHRU BEVERAGE MINNESOTA	1090849836	05/22/2018	102294	503.52.8300.524.76150	668.40
BREAKTHRU BEVERAGE MINNESOTA	1090852893	05/22/2018	102294	503.52.8300.524.76150	252.00
CALLAWAY GOLF	929049658	05/15/2018	33499	503.52.8200.523.76250	390.00
COCA COLA BOTTLING COMPANY	3607203798 B	05/22/2018	5/2/18	503.52.8300.524.76100	144.00
COCA COLA BOTTLING COMPANY	3607203799 B	05/22/2018	5/2/18	503.52.8300.524.76100	2,544.29
COCA COLA BOTTLING COMPANY	3607203800 B	05/22/2018	5/2/18	503.52.8300.524.76100	(300.00)
COCA COLA BOTTLING COMPANY	3607203843 B	05/22/2018	92607	503.52.8300.524.76100	1,151.04
COLLEGE CITY BEVERAGE	195-3617	05/15/2018	3592	503.52.8300.524.76150	843.40
COLLEGE CITY BEVERAGE	195-3619	05/15/2018	3592	503.52.8300.524.76150	843.40
COLLEGE CITY BEVERAGE	195-3648	05/15/2018	3592	503.52.8300.524.76150	256.00
COLLEGE CITY BEVERAGE	195-3704	05/15/2018	3592	503.52.8300.524.76150	478.50
COVERALL OF THE TWIN CITIES INC	7070250078	05/15/2018	707-2469	503.52.8500.526.40040	149.98
COVERALL OF THE TWIN CITIES INC	7070250115	05/15/2018	707-2469	503.52.8500.526.40040	1,124.81
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	503.52.8000.521.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	503.52.8600.527.30550	18.00
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	503.52.8000.521.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	503.52.8600.527.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	503.52.8000.521.30550	8.92
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	503.52.8600.527.30550	8.92
HEGGIES PIZZA	104661307	05/15/2018	C234	503.52.8300.524.76050	251.40
JJ TAYLOR DIST. COMPANY OF MN	2832972	05/15/2018	00834	503.52.8300.524.76150	1,059.40
M. AMUNDSON LLP	257312	05/15/2018	902858	503.52.8300.524.76050	1,014.90
M. AMUNDSON LLP	257972	05/22/2018	902858	503.52.8300.524.76050	237.80
MINNESOTA MEDICAL TRAINING SERVICE	041754-18	05/15/2018	5/18/18	503.52.8600.527.60065	499.90
MTI DISTRIBUTING CO	115116-02	05/15/2018	402307	503.52.8600.527.40042	30.96
MTI DISTRIBUTING CO	1159116-00	05/15/2018	402307	503.52.8600.527.40042	187.65
MTI DISTRIBUTING CO	1159116-01	05/15/2018	402307	503.52.8600.527.40042	9.80
MTI DISTRIBUTING CO	1159897-00	05/15/2018	402307	503.52.8600.527.60050	242.21
MULLIGAN MARKETING CONCEPTS	5/17/18	05/17/2018	4/30/18-5/14/18	503.52.8000.521.30700	35.40
MULLIGAN MARKETING CONCEPTS	5/17/18	05/17/2018	4/30/18-5/14/18	503.52.8000.521.30700	460.20
MULLIGAN MARKETING CONCEPTS	5/17/18	05/17/2018	4/30/18-5/14/18	503.52.8000.521.30700	9,699.60
NAPA OF INVER GROVE HEIGHTS	5762-069277	05/15/2018	4165	503.52.8600.527.60022	158.52
NAPA OF INVER GROVE HEIGHTS	5762-069414	05/15/2018	4165	503.52.8600.527.60012	30.18
NAPA OF INVER GROVE HEIGHTS	5762-069664	05/15/2018	4165	503.52.8600.527.60022	158.52
NAPA OF INVER GROVE HEIGHTS	5762-071887	05/15/2018	4165	503.52.8600.527.40042	171.38
PHILLIPS WINE & SPIRITS	2347470	05/15/2018	125656	503.52.8300.524.76150	427.97
PHILLIPS WINE & SPIRITS	3257906	05/15/2018	125656	503.52.8300.524.76150	654.00
PHILLIPS WINE & SPIRITS	2352454	05/15/2018	125656	503.52.8300.524.76150	207.28
PHILLIPS WINE & SPIRITS	3260213	05/15/2018	125656	503.52.8300.524.76150	1,269.40
PING	14150222	05/15/2018	4085	503.52.8200.523.76250	738.49
PING	14166086	05/15/2018	4085	503.52.8200.523.76350	1,495.72
REINDERS, INC.	3053038-00	05/15/2018	326799	503.52.8600.527.60040	1,122.19
US FOODSERVICE	5756511	05/15/2018	03805983	503.52.8300.524.76050	2,618.50
US FOODSERVICE	I3044302	05/15/2018	03805983	503.52.8300.524.76050	1,257.21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US FOODSERVICE	3083372	05/15/2018	03805983	503.52.8300.524.60065	43.63
WINFIELD SOLUTIONS, LLC	000062280151	05/15/2018	8892171	503.52.8600.527.60030	1,000.02
WINFIELD SOLUTIONS, LLC	000062280152	05/15/2018	442575	503.52.8600.527.60035	923.60
WINFIELD SOLUTIONS, LLC	000062280153	05/15/2018	402307	503.52.8600.527.60035	1,247.34
YAMAHA GOLF & UTILITY, INC.	01-204470	05/15/2018	INVERWOOD	503.52.8600.527.40042	251.90
Fund: 503 - INVER WOOD GOLF COURSE					36,534.09
EHLERS AND ASSOCIATES, INC.	76776	05/22/2018	5/10/18	511.50.7100.512.30150	690.00
Fund: 511 - NWA - WATER					690.00
EHLERS AND ASSOCIATES, INC.	76776	05/22/2018	5/10/18	512.51.7200.514.30150	690.00
Fund: 512 - NWA - SEWER					690.00
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	602.00.2100.415.30550	2.15
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	602.00.2100.415.30550	0.26
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	602.00.2100.415.30550	0.90
LEAGUE OF MN CITIES	5/4/18 40001322	05/22/2018	40001322	602.00.2100.415.50009	119,461.00
Fund: 602 - RISK MANAGEMENT					119,464.31
ELECTRIC FIRE & SECURITY	8763	05/15/2018	CIT800	603.00.5300.444.40040	605.00
FERRELLGAS	1101211774	05/15/2018	7754787	603.00.5300.444.40041	62.73
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	603.00.5300.444.30550	12.74
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	603.00.5300.444.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	603.00.5300.444.30550	8.92
INVER GROVE FORD	5251780	05/15/2018	5/1/18	603.00.5300.444.40041	17.52
MACQUEEN EMERGENCY GROUP	W00538	05/15/2018	INVER003	603.00.5300.444.40041	300.00
MN DEPT OF REVENUE	APRIL 2018	05/23/2018	APRIL 2018 SALES AND USE TAX	603.00.5300.444.60021	765.51
NORTHWOODS FORD	INVERGH 18-101	05/15/2018	26941	603.00.5300.444.80700	32,534.00
O' REILLY AUTO PARTS	1767-325516	05/15/2018	1578028	603.00.5300.444.40041	16.34
O' REILLY AUTO PARTS	1767-325689	05/15/2018	1578028	603.00.5300.444.40041	18.46
O' REILLY AUTO PARTS	1767-326115	05/15/2018	1578028	603.00.5300.444.40041	28.82
O' REILLY AUTO PARTS	1767-326191	05/15/2018	1578028	603.00.5300.444.40041	10.49
OVERHEAD DOOR CO OF THE NORTHLAND	105056	05/15/2018	3/30/18	603.00.5300.444.40040	731.95
SEMA EQUIPMENT INC.	1139158	05/15/2018	4504309	603.00.5300.444.40041	315.38
SHARROW LIFTING PRODUCTS	118561	05/15/2018	18300	603.00.5300.444.40040	644.47
UNIFIRST CORPORATION	5/7/18	05/15/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	5/7/18	05/15/2018	1051948	603.00.5300.444.60045	39.67
Fund: 603 - CENTRAL EQUIPMENT					36,284.81
US BANCORP EQUIPMENT FINANCE, INC.	356391425	05/15/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
AEP ONSITE PARTNERS, LLC	419-21120649	05/22/2018	5/4/18	605.00.7500.460.40020	2,158.63
CULLIGAN	4/30/18 157-98503022-8	05/22/2018	157-98503022-8	605.00.7500.460.60011	138.10
ELECTRIC FIRE & SECURITY	8761	05/22/2018	CIT800	605.00.7500.460.50055	206.55
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4058262	05/22/2018	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4068358	05/22/2018	100075	605.00.7500.460.40065	1.77
HUEBSCH SERVICES	4073938	05/22/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	5/16/18	05/22/2018	UTILITY POSTAGE	605.00.7500.460.50035	1,449.00
Fund: 605 - CITY FACILITIES					4,193.99
CDW GOVERNMENT INC	MNC2168	05/15/2018	2394832	606.00.1400.413.60041	8,012.67
CDW GOVERNMENT INC	MNT9832	05/15/2018	2394832	606.00.1400.413.60041	1,012.80
GENESIS EMPLOYEE BENEFITS, INC	IN1266469	05/22/2018	Payroll	606.00.1400.413.30550	28.30
GENESIS EMPLOYEE BENEFITS, INC	IN1257772	05/22/2018	Payroll	606.00.1400.413.30550	6.60
GENESIS EMPLOYEE BENEFITS, INC	IN1258310	05/22/2018	Payroll	606.00.1400.413.30550	22.32
OFFICE OF MN. IT SERVICES	DV18040489	05/15/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	29735	05/22/2018	INVER	606.00.1400.413.30700	3,585.00
Fund: 606 - TECHNOLOGY FUND					12,977.69
BARR ENGINEERING COMPANY	23190328.17-8	05/22/2018	2017 PROJECT REVIEWS	702.229.2286102	180.00
CULLIGAN	4/30/18 157-98473242-8	05/22/2018	157-98473242-8	702.229.2286300	87.00
EMMONS & OLIVIER RESOURCES	00095-0057-1	05/22/2018	00095-0057	702.229.2282202	392.50
EMMONS & OLIVIER RESOURCES	00095-0057-1	05/22/2018	00095-0057	702.229.2304602	590.00
MCDONALD'S	5/9/18	05/22/2018	ESCROW BALANCE REFUND	702.229.2297801	859.00
WENCK ASSOCIATES, INC.	11802479	05/22/2018	B3619-0006	702.229.2293402	4,632.54
Fund: 702 - ESCROW FUND					6,741.04
Grand Total					1,316,197.57

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

ATTORNEYS AT LAW

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Kenneth Rohlf, City Attorneys
DATE: May 29, 2018
RE: Purchase of Property from Walser Real Estate III, LLC
and Walser Collision & Glass, LLC

Section 1. Background. The Council will consider approval of a Purchase Agreement with Walser Real Estate III, LLC and Walser Collision & Glass, LLC (hereinafter collectively referred to herein as “Walser”). The property owned by Walser is located at 4343 65th 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 Walser about the acquisition of the Property and the 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 Walser for the Property is \$433,000.00, plus up to \$5,000.00 in actual documented moving expenses allocated as follows:

Walser Real Estate III, LLC –	
Land and Building	\$ 365,000.00
Attorney’s Fees	\$ 5,000.00
Spray Booth	\$ 13,000.00

Walser Collision & Glass, LLC –

Business Reestablishment Expense	\$ 50,000.00
Actual Documented Moving Expenses	\$ as documented; not to exceed \$5,000.00

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 June 13, 2018.
6. Walser acknowledges that the payment of the Purchase Price includes a payment of \$50,000.00 for Business Reestablishment Expenses plus up to \$5,000.00 for actual documented moving expenses for Relocation Benefits. The total Relocation Benefits will be up to \$55,000.00.
7. In consideration of the \$50,000.00 for Business Reestablishment Expenses plus up to \$5,000.00 for actual documented moving expenses paid by the City for Relocation Benefits, Walser has agreed to waive any additional relocation benefits they may be entitled to receive as part of the acquisition of the Property.
8. Prior to and as a condition of closing, Walser will sign a Waiver and Release Agreement, whereby Walser agrees to forever waive, release and covenant not to sue the City with respect to any claims that Walser 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. Walser Real Estate III, LLC will deliver a Warranty Deed. Walser Collision & Glass, LLC, the tenant in the Property will deliver a Quit Claim Deed extinguishing any rights it may have in the Property.
10. Real Estate taxes payable in the year 2018 will be prorated as of the Closing Date.
11. At Closing, Walser 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 Walser 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. Walser is responsible for the cost to properly remove any underground tanks that may be found on the Property.
14. Walser is responsible to remove any sewage treatment system or tank that may be found on the Property at Walser's expense pursuant to state and county regulations.

15. Walser is responsible for utilities until the Possession Date. Walser will pay trash collection fees and all telephone fees until the Possession Date.
16. Walser will pay all mortgages, judgments, liens and/or tax liens that exist against the Property as of the Closing Date.
17. The City will pay the state deed tax.
18. The City will pay all closing fees for Closing at the title company.
19. Walser will pay for the cost of recording all documents necessary to place record title in the condition warranted by Walser 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, Walser will occupy the Property under an Occupancy Agreement with the City.
 - a. Walser 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. Walser 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. Walser will insure the Property in the amount of \$500,000 during the term of the Occupancy Agreement.
 - f. Walser 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, Walser will remove certain personal property and those fixtures specifically identified in the Purchase Agreement; namely: All personal property located at the Property except for the Spray Paint Booth, 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. Walser is responsible for all costs and expenses associated with removing the Excluded Items from the Property. The Excluded Items must be removed by Walser 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 Walser 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 WALSER REAL ESTATE III, LLC AND
WALSER COLLISION & GLASS, LLC, RELATING TO THE PURCHASE OF
PROPERTY LOCATED AT 4343 65TH STREET EAST, INVER GROVE HEIGHTS,
MINNESOTA IDENTIFIED AS DAKOTA COUNTY
TAX IDENTIFICATION NUMBER 20-36500-32-070**

WHEREAS, Walser Real Estate III, LLC., owns real property located at 4343 65th Street East, Inver Grove Heights, Minnesota ("Property"), identified as Dakota County Tax Identification No. 20-36500-32-070 and legally described in the Purchase Agreement attached hereto as Exhibit A ("Walser Property"). Walser Collision & Glass, LLC., is a tenant at the Walser Property. Walser Real Estate III, LLC., and Walser Collision & Glass, LLC., shall collectively be referred to herein as "Walser;" 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 Walser Property; and

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

WHEREAS, the City and Walser have negotiated the attached Purchase Agreements for the sale of the Walser Property to the City for the purchase price of \$433,000.00 plus up to \$5,000.00 in actual documented moving expenses; and

WHEREAS, the payment of the Purchase Price includes a payment of \$50,000.00 for Business Reestablishment Expenses plus up to \$5,000.00 for actual documented moving expenses for Relocation Benefits. The total Relocation Benefits will be up to \$55,000.00; and

WHEREAS, in consideration of the \$50,000.00 for Business Reestablishment Expenses plus up to \$5,000.00 for actual documented moving expenses paid by the City for Relocation Benefits, Walser has agreed to waive any additional relocation benefits they may be entitled to 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, Walser 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 Walser 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 Walser intend for the acquisitions to be closed on June 13, 2018; and

WHEREAS, under the terms of an Occupancy Agreement, Walser will be allowed to occupy the Walser 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 Walser for acquisition of the Walser Property for the purchase price of \$433,000.00 plus up to \$5,000.00 in actual documented moving expenses; which sum includes \$50,000.00 for Business Reestablishment Expenses paid by the City for 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 Walser 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 29th day of May, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A
Purchase Agreement

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 29th day of May, 2018, by and between **Walser Real Estate III, LLC**, a Minnesota limited liability company and **Walser Collision & Glass, LLC**, a Minnesota limited liability company (hereinafter collectively 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 4343 65TH Street East, Inver Grove Heights, MN 55076 [Dakota County Property Identification Number Tax No. 20-36500-32-070] 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 of the items of personal property and 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").

- 1.1 **As-Is Purchase.** The Property is being sold in an "AS IS-WHERE IS" condition and "WITH ALL FAULTS". Except for Seller's warranties made herein, no representations or warranties, express, implied or arising by operation of law, have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer person, firm, agent, attorney or representative acting or purporting to act on or behalf of Seller as to the condition or value of the Property. Seller makes no representations or warranties as to whether the Property contains asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent location or nature of the same, if any. Further, to the extent that Seller has provided to Buyer any information from any inspection, engineering or environmental reports, Seller makes no representations or warranties with respect to the accuracy or completeness of such reports. Buyer acknowledges that Seller has requested that Buyer inspect the Property fully and carefully and not rely on any information provided by Seller. Buyer waives and releases Seller from any present or future claims arising from or relating to the presence or alleged presence of any hazardous materials or harmful or toxic substances in, on, under or about the Property, prior to, on or after the date hereof, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal state or local law, ordinance, rule or regulation that deals with or otherwise relates to environmental matters of any kind, (iii) this Agreement, or (iv) common law. The terms of this paragraph shall survive Closing or termination this Agreement.

- 1.2 Notwithstanding Section 1.1 of this Purchase Agreement, Seller 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 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. "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.

Seller also warrants to Buyer that, to Seller's knowledge, Seller has not placed, generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property any 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).

2. **Excluded Items.** The personal property and fixtures 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 Thirty-Three Thousand Dollars (\$433,000.00) plus up to \$5,000.00 in actual documented moving expenses ("**Purchase Price**") allocated as follows:

Walser Real Estate III, LLC –

Land and Building	\$ 365,000.00
Attorney's Fees	\$ 5,000.00
Spray Booth	\$ 13,000.00

Walser Collision & Glass, LLC –

Business Reestablishment Expense	\$ 50,000.00
Actual Documented Moving Expenses	\$ as documented; not to exceed \$5,000.00

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 **June 13, 2018**. The Closing shall occur at DCA Title located at 750 Main St #208, Mendota Heights, MN 55118 (hereafter "Title Company").
6. **Possession Date.** The Possession Date shall be July 31, 2018. Buyer and Seller shall enter into an Occupancy Agreement that allows Seller to remain in the building until July 31, 2018, the form of which is attached hereto and incorporated herein as Exhibit D.
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 Thirty-Three Thousand Dollars (\$433,000.00) plus actual documented moving expenses not to exceed \$5,000.00** 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.** Subject to Sections 1.1 and 1.2 hereof, 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 additional actual documented and paid Moving Costs up to a maximum of \$5,000.00 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 (Walser Real Estate III, LLC) 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.
- d) Such matters appearing on the Commitment to which Buyer shall fail to object or otherwise have approved by June 1, 2018.

Seller (Walser Collision & Glass, LLC) shall deliver a Quit Claim Deed to the Property 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.
- d) Such matters appearing on the title commitment to which Buyer shall fail to object or otherwise have approved by June 1, 2018.

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 \$365,000.00 from the Title Company for

the Property. The Buyer shall be allowed until June 1, 2018 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. **Intentionally Omitted.**
16. **Labor and Materials.** Seller warrants that as of the Closing 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. Reserved for future use.
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 July 31, 2018, 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. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative on the Date of Closing. **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.**
25. Indemnification. From and after delivery to Buyer of the Warranty Deed and the Quit Claim 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.
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. Facsimile or "PDF" signatures on this Agreement shall be treated as originals.
37. **Closing Costs.**
- 37.1. **Utilities.** Seller shall be responsible for all utilities up to and including the Closing 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 (from Walser Real Estate III, LLC), in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.
 - b.) A Quit Claim Deed (from Walser Collision & Glass, LLC), in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances. The Quit Claim Deed will not be recorded.
 - c.) 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.) *Reserved for future use;*

- f.) Waiver and Release Agreement – Exhibit C;
- g.) 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;
- h.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing; and
- i.) Bill of Sale for the personal property and fixtures included with the sale as shown on Exhibit A-1.

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 Thirty-Three Thousand Dollars (\$433,000.00) plus Actual Documented Moving Expenses not to exceed \$5,000.00 to Seller, Walser Real Estate III, LLC and Walser Collision & Glass, LLC;
- 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:

Walser Real Estate III, LLC.
Attn: General Counsel
7700 France Ave #410N
Edina, MN 55435

Walser Collision & Glass, LLC.

Attn: General Counsel _____

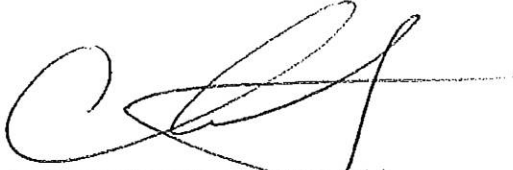
7700 France Ave #410N

Edina, MN 55435

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.** The Tenant of the Property, Walser Collision & Glass, LLC is a Related Entity of Walser Real Estate III, LLC. A Related Entity means that the entity Walser Collision & Glass, LLC., is owned by one or more of the owners of Walser Real Estate III, LLC. Seller represents and warrants to Buyer that, as of the date of this Agreement, Walser Collision & Glass, LLC., is the only occupant of the Property. Seller represents and warrants that, other than Walser Collision & Glass, LLC., 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.

[Remainder of page intentionally left blank]

SELLER:
WALSER REAL ESTATE III, LLC



By: Charles Morentette
Its: CFO

BUYER:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

WALSER COLLISION & GLASS, LLC.



By: Charles Morentette
Its: CFO

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 5, 6 and 7, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota.

Abstract Property

EXHIBIT A-1
LIST OF PERSONAL PROPERTY AND FIXTURES INCLUDED WITH SALE

The following items of personal property and fixtures are included with the sale to the extent owned by Seller and currently located on the Property:

Spray Paint Booth.

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

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraph 2 of the Purchase Agreement, the following personal property and fixtures shall be retained by the Seller and will be removed by the Seller by July 31, 2018, and will not be conveyed to Buyer as part of the sale:

1. All personal property and fixtures located at the Property except for the Spray Paint Booth.
2. Any vehicles and/or vehicle parts located upon the Property.
3. Any equipment and/or equipment parts located upon the Property.
4. All machinery and machinery parts located upon the Property.
5. Any concrete rubble, timbers and lumber pieces.
6. All vehicle tires.
7. All rubbish and junk.
8. All canisters, bottles, containers and cans.
9. All chemicals, petroleum, solvents, oil, cleaning materials and cleaning fluids, paints.
10. All furniture.
11. All electronic devices including telephones, televisions, cable antennas and satellite dishes.
12. Dumpsters and trash receptacles.

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 **Walser Real Estate III, LLC**, a Minnesota limited liability company and **Walser Collision & Glass, LLC**, a Minnesota limited liability company (hereinafter collectively 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 Walser Collision & Glass, LLC is a Related Entity of Walser Real Estate III, LLC. A Related Entity means that the entity, Walser Collision & Glass, LLC., is owned by one or more of the owners of Walser Real Estate III, LLC. Seller represents and warrants to Buyer that, as of the date of this Agreement, Walser Collision & Glass, LLC., is the only occupant of the Property. Seller represents and warrants that, other than Walser Collision & Glass, LLC., 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: 20-36500-32-070 and legally described on the attached Exhibit A ("Subject Property").
- 1.04 In consideration of Fifty Thousand and no/100 dollars (\$50,000.00) provided as part of the \$433,000.00 plus Actual Documented Moving Expenses not to exceed \$5,000.00, 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	\$ 50,000.00
	Estimated moving costs	not to exceed <u>\$ 5,000.00</u>
	Total:	\$ 50,000.00; plus Actual Documented Moving Expenses not to exceed \$5,000.00

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 Fifty Thousand and no/100 dollars (\$50,000.00) provided as part of the \$433,000.00 plus Actual Documented Moving Expenses not to exceed \$5,000.00, 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.
- 2.02 Owner, for good and valuable consideration of Fifty Thousand and no/100 dollars (\$50,000.00) provided as part of the \$433,000.00 plus Actual Documented Moving Expenses not to exceed \$5,000.00, 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:
WALSER REAL ESTATE III, LLC

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Its: _____

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

WALSER COLLISION & GLASS, LLC.

By: _____
Its: _____

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

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

1. My business address is 4131 Old Sibley Memorial Highway, Suite #201, Eagan, MN 55122
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 5, 6 and 7, Block 32, 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 **Walser Collision & Glass, LLC**, a Minnesota limited liability company (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. Seller and Buyer have entered into a Purchase Agreement for the sale of 4343 65TH Street East, Inver Grove Heights, MN 55076 [Dakota County Property Identification Number Tax No.20-36500-32-070] ("Subject Property") dated May 29, 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 June 13, 2018, with the Seller delivering possession of the Subject Property on July 31, 2018.

AGREEMENT

The parties agree as follows:

1. **Delivery of Possession.** Seller shall deliver possession of the property to Buyer no later than July 31, 2018.
2. **Rent.** Seller may occupy the Subject Property until July 31, 2018 without payment of rent to Buyer.
3. **No Damage.** Seller agrees 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. Seller agrees 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. Seller agrees 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. Seller is 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. Seller is 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.

SELLER:
Walser Collision & Glass, LLC

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Name _____
Its: _____

By: _____
George Tourville, Mayor

By: _____
Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding West Rink Floor Project Contract to Minnesota Ice LLC

Meeting Date: May 29, 2018
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen
 Kristi Smith

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the West Rink Floor project and award a contract to Minnesota Ice LLC in an amount not to exceed \$539,852 and establish a project contingency budget of \$50,000.

SUMMARY

The Veterans Memorial Community Center opened in 1996 and has provided local hockey and skating enthusiasts a significant improvement over the former IGH Bubble. In 2017 we made improvements to the East Rink which included the rink floor, dasher board system, and ADA modifications.

On May 1st we opened bids for the project and the results were as follows:

Company	Location	Bid Amount
Minnesota Ice, LLC	Apple Valley MN	\$539,852
Total Mechanical Services, Inc.	St. Paul Park, MN	\$556,745
Rink-Tec International, Inc.	Little Canada MN	\$614,000
Commercial Refrigeration Systems	Virginia, MN	\$736,352

The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

The entire project is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Project Contingency	\$50,000	
Total	\$936,620	

Project Financing

Recommended funding of the \$936,620 project is as follows:

- City to pay for initial investment with a interest free loan from the Central Equipment Fund
- Host Community Fund will pay \$9,366/year for 10 years for a total of \$93,662 back to the Central Equipment Fund and the City of Rosemount will pay \$84,296/year for 10 years for a total of \$842,958 back to the Central Equipment Fund.

Project Schedule

May 29	Award Contract
June – September	Construction
October 15	Make ice
November 1	Open rink to use

City of **INVER GROVE HEIGHTS**

ROSEMOUNT RINK REPAYMENT - 69% w/ 6.326% interest even pmt

A	B	C	D	E	F	G	H	I	J
PMT YEAR	FISCAL YEAR	DATE	Number of Days	ANNUAL PAYMENT AMOUNT	BEGINNING LOAN BALANCE	INTEREST RATE simple	INTEREST THIS PERIOD	PRINCIPAL	LOAN BALANCE
					previous "J"	6.326%	(FxG/365xD)	E-H	F-I
Beginning Balance									\$646,267.80
1	2018	Nov 1	365	\$84,295.80	\$646,267.80	6.326%	\$3,406.91	\$80,888.89	\$565,378.91
2	2019	Nov 1	365	\$84,295.80	\$565,378.91	6.326%	\$35,765.87	\$48,529.93	\$516,848.98
3	2020	Nov 1	365	\$84,295.80	\$516,848.98	6.326%	\$32,695.87	\$51,599.93	\$465,249.04
4	2021	Nov 1	365	\$84,295.80	\$465,249.04	6.326%	\$29,431.65	\$54,864.15	\$410,384.90
5	2022	Nov 1	365	\$84,295.80	\$410,384.90	6.326%	\$25,960.95	\$58,334.85	\$352,050.05
6	2023	Nov 1	365	\$84,295.80	\$352,050.05	6.326%	\$22,270.69	\$62,025.11	\$290,024.93
7	2024	Nov 1	365	\$84,295.80	\$290,024.93	6.326%	\$18,346.98	\$65,948.82	\$224,076.11
8	2025	Nov 1	365	\$84,295.80	\$224,076.11	6.326%	\$14,175.05	\$70,120.75	\$153,955.37
9	2026	Nov 1	365	\$84,295.80	\$153,955.37	6.326%	\$9,739.22	\$74,556.58	\$79,398.78
10	2027	Nov 1	365	\$84,295.80	\$79,398.78	6.326%	\$4,897.02	\$79,398.78	(\$0.00)

TOTALS

\$842,958.00

\$196,690.20 \$646,267.80

assumes interest for 1 month on first payment

final interest payment adjusted

BASED ON A steady principal payment AMORTIZATION SCHEDULE

SIMPLE INTEREST, ONE ANNUAL PAYMENT

\$0.00

**Veterans Memorial Community Center
West Rink Project Costs
May 7, 2018**

West Rink Floor Bids

Bidder	Amount
Minnesota Ice	\$ 539,852
Total Mechanical	\$ 556,745
Rink Tech	\$ 614,000
Commercial Refrigeration	\$ 763,352

Preliminary Project Costs

Stevens Engineering	\$ 39,300	Design and Engineering
GPRS	\$ 650	Underground utility locates
Rink Tech	\$ 4,682	Installation of isolation valve
Frank J Zamboni	\$ 136,890	Ice Resurfacer
Becker Arena Products	\$ 165,246	Dasher Board System
Minnesota Ice	\$ 539,852	West Rink Floor
Project Contingency	\$ 50,000	
	<u>\$ 936,620</u>	

Preliminary Project Cost Share

City of Inver Grove Heights (10%)	\$ 93,662
City of Rosemount (90%)	\$ 842,958
	<u>\$ 936,620</u>

Preliminary City of Rosemount Annual Payments

1 November 2018	\$ 84,296
2 November 2019	\$ 84,296
3 November 2020	\$ 84,296
4 November 2021	\$ 84,296
5 November 2022	\$ 84,296
6 November 2023	\$ 84,296
7 November 2024	\$ 84,296
8 November 2025	\$ 84,296
9 November 2026	\$ 84,296
10 November 2027	\$ 84,296
	<u>\$ 842,958</u>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding Inver Wood/VMCC Parking Lot Lighting Contract to NAC

Meeting Date: May 29, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Matt Moynihan
 Joel Metz
 Kristi Smith

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve a quote from NAC to replace the parking lot lighting at Inver Wood Golf Course and to add a single pole to the VMCC/Grove parking lot and establish a not to exceed budget of \$45,000. Funding is 2018 Inver Wood Budget \$33,000 (75%) and 2018 VMCC Budget \$12,000 (25%) for a total investment of \$41,421.

SUMMARY

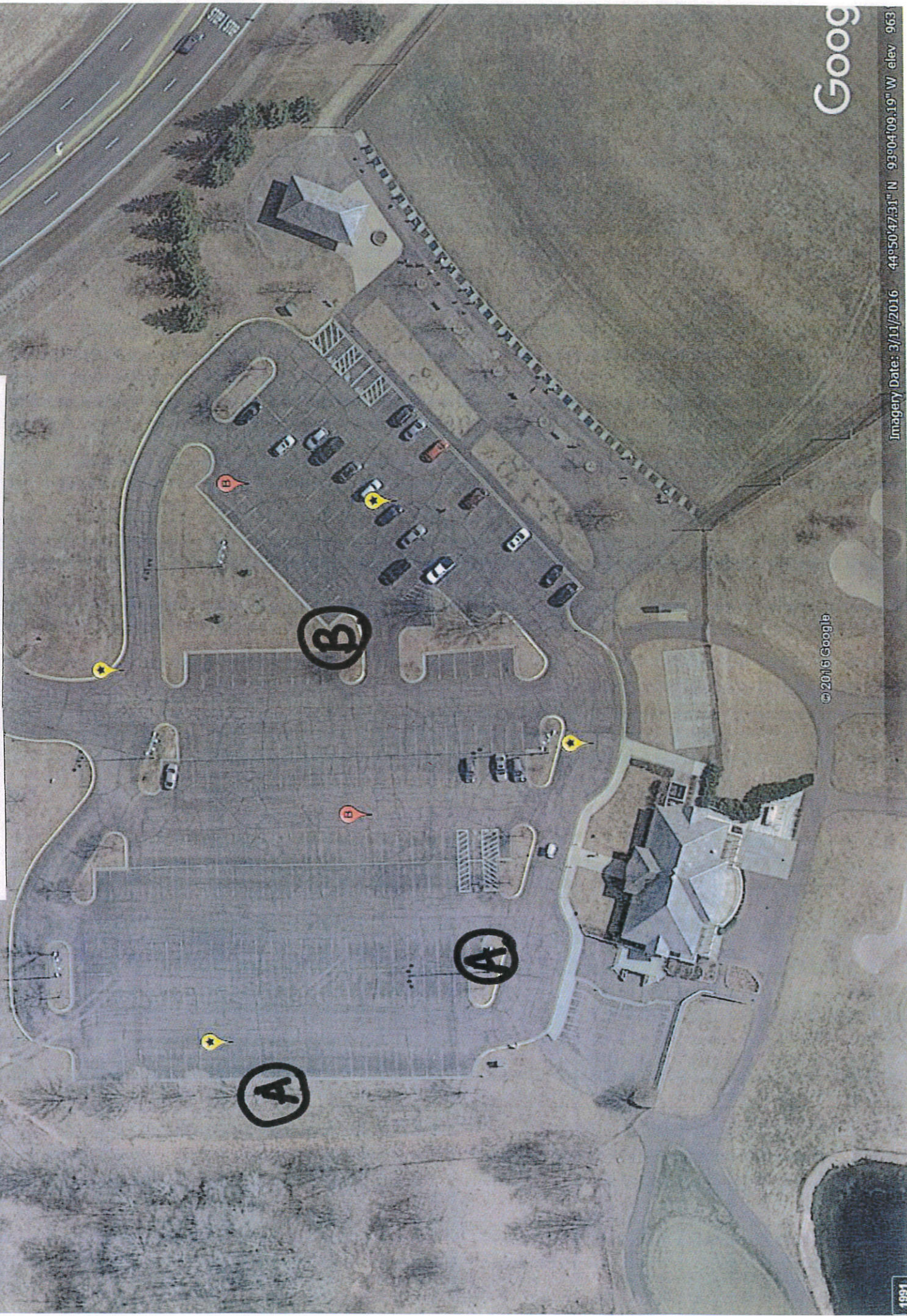
The parking lot lighting at the Inver Wood Golf Course is 26 years old and requires replacement in conjunction with the reconstruction of the parking lot. The project includes removing 5 existing light poles and replacing them with three new poles and LED fixtures (see diagram).

The light pole being added at the VMCC/Grove is in response to customer feedback. The pole will be located near the sidewalk in the NE corner of the building between the Grove and VMCC (see diagram).

We received two quotes for this work as follows:

NAC	\$41,421
Premier Electric	\$47,000

Inver Wood Golf Course Installation Plan

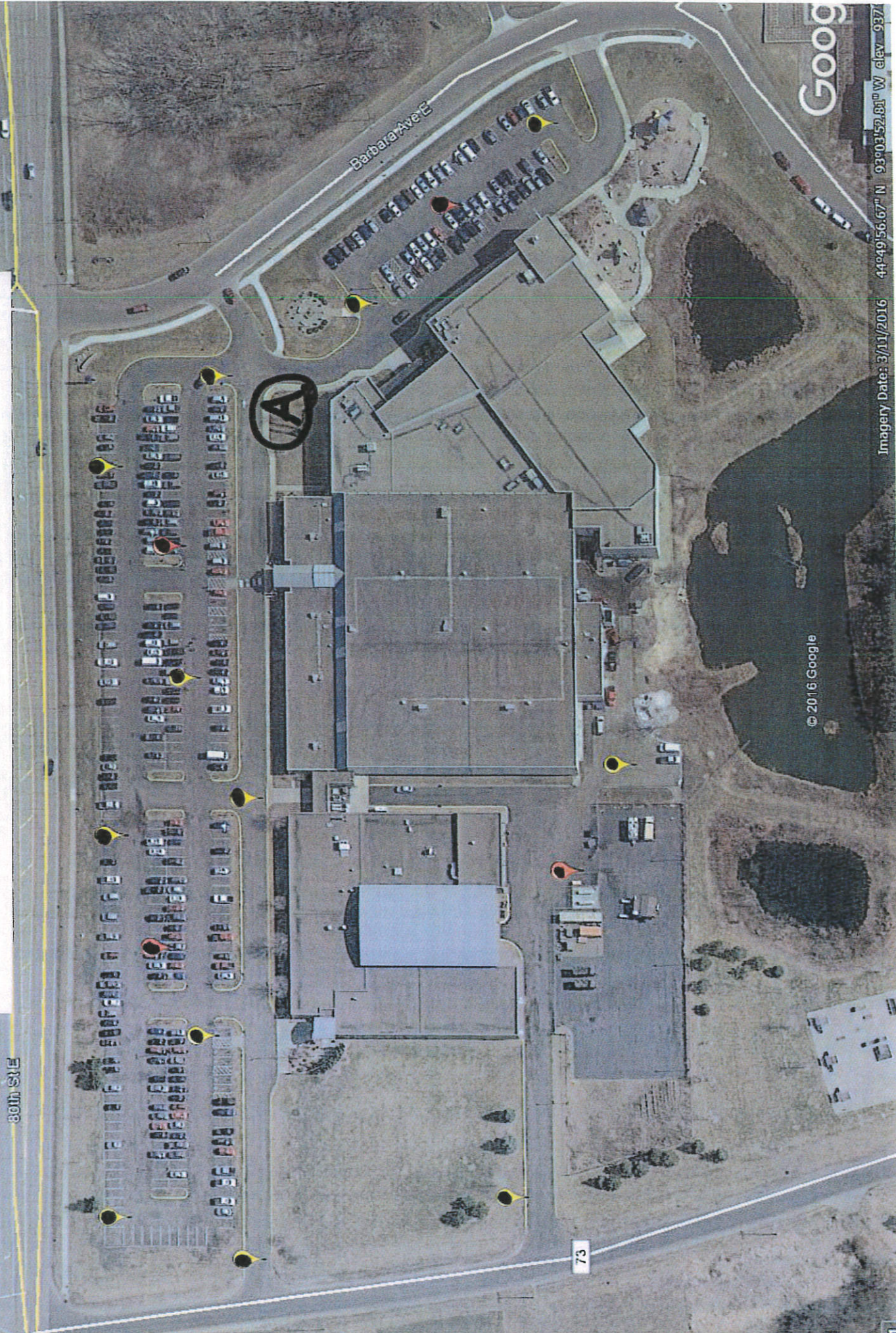


© 2015 Google

Google

Imagery Date: 3/11/2016 44°50'47.31" N 93°04'09.19" W elev 963

Veterans Memorial Community Center Installation Plan



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with NAC for Grove Heat Exchanger Replacement

Meeting Date: May 29, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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 a contract with NAC to replace the four (4) heat exchangers at the VMCC/Grove that serve the lap, dive, splash, and spa pools in an amount not to exceed \$55,000. The project is funded by the 2018 VMCC/Grove Budget.

SUMMARY

There are four (4) heat exchangers that serve the Grove Aquatic and Fitness Center, one for each pool (dive, lap, splash, spa). Since the inception of the facility, we have had to replace each of the heat exchangers. Each time we replaced the heat exchangers with the same size and used the recommended materials (cupronickel).

After the last failure of our heat exchangers staff spent some time touring some other Community Centers to see how they heat their water and what kind of heat exchangers they had. As you can imagine, everyone does things a little differently and heat exchangers come in all shapes and sizes. One thing we noticed consistently was that all of the other heat exchangers seemed to be a lot smaller than ours.

We started talking to different engineers, the manufacturer, and other pool operators to try and figure out why ours continue to fail in a relatively short period of time and what we have concluded is the Grove's heat exchangers are grossly oversized.

We have worked with M & E Engineering and are planning to decrease the size of our heat exchangers. We will be switching to a low temperature plate and frame heat exchanger that will be properly sized and will hopefully give us a 20-year life expectancy. We are using low temperature heat exchangers so that down the road, when it is time to replace our boilers, we can install high efficiency boilers that will be less expensive to install and more cost efficient to operate.

We received two quotes for this work as follows:

NAC	\$48,026
Horwitz	\$84,600

We have already ordered the new plate and frame heat exchangers after receiving the following quotes:

Mulcahy	\$10,103
MMS	\$15,890
Anderson/Dahlen	\$14,100

NAC will replace the dive and lap pool heat exchangers during the pool shut down May 28 – June 12 and will do the splash and spa pool during the pool shut down this fall.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Occupancy Extension for the Kramer Property – 4301 64th St E

Meeting Date: May 29, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Council is asked to authorize the City Attorney to draft an Occupancy Extension for the Kramer Property located at 4301 64th St E. not to exceed Friday, August 17, 2018 and authorize the necessary signatures for its execution.

SUMMARY

The City purchased the property located at 4301 64th St E from Mr. Kramer and held a closing on Wednesday, May 16th. The current purchase agreement allows the Kramers to continue to occupy the property until July 31st rent free (Kramer is responsible for insurance and utilities). At the closing the Kramer's asked for an extension to the end of August because they are having difficulty finding a replacement property. Staff is comfortable providing an 17 day extension to Friday, August 17th.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License for Lynette Wilson with Salon Fusion, 3105 65th St E.

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an individual massage therapist license for Lynette Wilson at Salon Fusion, 3105 65th Street East.

SUMMARY:

An application has been submitted by Lynette Wilson for an individual therapeutic massage license.

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WASATCH STORAGE – Case No. 17-46C;

Meeting Date: May 29, 2018
 Item Type: Consent Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: LeVander, Gillen, & Miller P.A.

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a resolution amending and restating Resolution 17-206 and approve an agreement relating to conveyance of developed site for Wasatch Storage located at 2500 50th Street

- Requires 4/5th's vote

SUMMARY

The City Council approved the development of a ministorage facility with outdoor vehicle storage on October 23, 2017. A condition of approval required the four existing tax parcels to be combined into one. According to Dakota County, the county can't administratively combine tax parcels that lie within separate plats. The four tax parcels that are owned by WSP Inver Grove Heights, LLC are located within two separate plats. Dakota County indicated the best they can do is combine the four tax parcels into two tax parcels.

Because the lot consolidation will now result in two tax parcels instead of one, the City needs assurance from the owner that if and when the owner conveys the property, the owner agrees to convey all of the tax parcels as a single developed site.

RECOMMENDATION: Staff recommends approval of the agreements as presented.

Attachments:

1. Resolution amending and restating resolution No. 17-206
2. Agreement relating to conveyance of developed site

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

RESOLUTION NO. _____

**RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 17-206 APPROVING A
CONDITIONAL USE PERMIT TO CONSTRUCT A MINISTORAGE FACILITY WITH
OUTDOOR STORAGE**

Wasatch Storage
Case No. 17-46C

WHEREAS, this resolution amends and restates City Resolution No. 17-206.

WHEREAS, the request is for the property located at the southwest corner of 50th Street and Blaine Avenue and legally described as:

See Attached

WHEREAS, an application for a conditional use permit has been submitted to allow a ministorage facility with outdoor vehicle storage;

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

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 3, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a ministorage facility with outdoor storage on the property is hereby approved subject to the following conditions:

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

Site Plan	dated 08/23/17
Site Grading Plan	dated 08/23/17
Site Utility Plan	dated 08/23/17
Exterior Elevations	dated 09/09/17
Landscape Plan	dated 10/18/17
Photometric Plan	dated 08/23/17

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
4. Prior to issuance of a building permit, the applicant shall execute and record an agreement with the City that requires that the 4 tax parcels comprising the property not be transferred to another entity unless all 4 tax parcels are transferred at the same time to the same entity or unless the City approves a subdivision or a plat of the property.
5. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
6. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
7. All plans shall be subject to the review and approval of the City Fire Marshal.
8. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
10. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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.

BE IT FURTHER RESOLVED that this resolution amends, restates and supersedes Resolution No. 17-206.

Adopted by the City Council of Inver Grove Heights this 29th day of May, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Parcel 1:

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

That part of Tract A described below:

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

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

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

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

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

Parcel 2:

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

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

Parcel 3:

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

AGREEMENT RELATING TO CONVEYANCE OF DEVELOPED SITE
DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO CONVEYANCE OF DEVELOPED SITE (Agreement) is made, entered into, and effective this 29th day of May, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means WSP Inver Grove Heights, LLC, a foreign limited liability company organized under the laws of the State of Delaware, and its successors and assigns in interest with respect to the Subject Land.

1.4 Subject Land. “Subject Land” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Land.

Recital No. 2. The Subject Land constitutes more than one tax parcel.

Recital No. 3. The City granted land use approval to the Landowner for development of the Subject Land as a single site, even though there was more than one tax parcel.

Recital No. 4. The Landowner and City agree that if Landowner conveys the Subject Land in the future, the separate tax parcels that comprise the Subject Land shall not be conveyed separately, but the tax parcels, if conveyed, shall be conveyed together unless the City grants plat approval or subdivision approval of the Subject Land.

Recital No. 5. The Landowner and City agree that, if conveyed, the tax parcels that comprise the Subject Land shall be conveyed as a single developed site.

ARTICLE 3 **AGREEMENT**

3.1 Conveyance as Single Developed Site. Unless the City approves a plat or subdivision for the Subject Land, the Landowner agrees that if Landowner conveys the Subject Land described on Exhibit A, the Subject Land shall be conveyed together as a single developed site to one single entity.

3.2 No Separate Conveyance. Unless the City approves a plat or subdivision for the Subject Land, if the Subject Land is conveyed by Landowner, the tax parcels that comprise the Subject Land shall not be conveyed separately. The Subject Land and tax parcels that comprise the Subject Land shall be collectively conveyed by Landowner to one single entity.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties. The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Landowner with respect to the Subject Land.

4.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants

contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 29th day of May, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

WSP INVER GROVE HEIGHTS, LLC,

a Delaware limited liability company

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

Its: Manager

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

Its: Manager

By: _____

Name: Bret Durfee

Title: Chief Executive Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

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

Notary Public

This Instrument Was 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 This
Instrument 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 SUBJECT LAND

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

Parcel 1:

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

That part of Tract A described below:

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

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

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

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

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

Parcel 2:

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

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

Parcel 3:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving the Amendment of the Resolution for the Inver Grove Heights Housing Committee Composition.

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider Approving the Amendment of the Resolution for the Inver Grove Heights Housing Committee Composition.

SUMMARY:

This year the City received interest from residents to be apart of the Housing Committee. The Housing Committee was at the maximum members of committee members which is five (5) members. The Council appointed two (2) additional Housing Committee members during the Commission appointments on Monday, March 21, 2018. Council gave direction to staff to amend Resolution No. 10-162 that was signed on September 13, 2010. The amended Resolution is attached.

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

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE INVER GROVE HEIGHTS HOUSING
COMMITTEE COMPOSITION**

WHEREAS, on September 13, 2010, the City Council adopted Resolution No. 10-162 approving the Housing Committee.

WHEREAS, Section I. Composition. Stated that the Committee shall be comprised of five (5) members appointed by the City Council.

WHEREAS, the City Council on March 21, 2018 during the Commission Appointments meeting appointed two (2) additional Housing Committee members.

WHEREAS, the current members terms will continue as staggered and set by the three (3) term limit. The new members terms will be appointed for a three (3) term limit. The anniversary date of all appointments should be June 1st.

NOW BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the City Council of Inver Grove Heights Housing Committee shall be comprised of seven (7) members appointed by the City Council.

ADOPTED by the Inver Grove Heights City Council this 29th day of May, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. 10-162

**RESOLUTION CREATING A HOUSING COMMITTEE AND DETERMINING ITS
COMPOSITION, ORGANIZATION, DUTIES AND FUNCTIONS**

WHEREAS, on July 12, 2010, the City Council adopted Resolution No. 10-104 receiving the 2010 Housing Action Plan Report and Recommendation Presented by the Housing Task Force;

WHEREAS, the City Council directed staff to draft duties and functions for a permanent Housing Committee;

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the City Council of Inver Grove Heights establishes a Housing Committee as an advisory body to the City Council pursuant to the following:

SECTION I. Composition. The Committee shall be comprised of five (5) members appointed by the City Council.

The term of office for each member shall be three years; provided, however, in order to have staggered terms, three members of the initial board shall be appointed for initial terms of three (3) years and two members of the initial board shall be appointed for initial terms of two (2) years. As each term expires, the new term shall be for three (3) years. The anniversary date of all appointments shall be June 1.

Vacancies during the term shall be filled by the Council for the unexpired portion of the term. A member may be removed at any time by a four-fifths (4/5) vote of the City Council. All members will serve without compensation.

SECTION II. Organization. The Committee shall elect a Chairperson from among its appointed members for a term of one year; and the Commission may create and fill such other offices as it may determine.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 for City Project No. 2015-09D Broderick Boulevard Reconstruction and City Project No. 2017-21 VMCC/Golf Course Parking Lots; Add City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvement

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 VMCC/Golf Course Parking Lots adding City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvement.

SUMMARY

The City is currently planning for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvement. The projects propose sanitary sewer, watermain and fiber optic improvements that will begin at Broderick Boulevard, 800 feet north of Concord Boulevard, and be extended southwest 800 feet to the expanded MUSA and proposed Fire Station No. 2 on the west side of T.H. 52.

Sanitary sewer, watermain and fiber optic (conduit) utility services for 2018-08 and 2018-11 need to be extended out of the Broderick Boulevard right-of-way so that future utility connections can be made without impacts to the newly constructed Broderick Boulevard improvements.

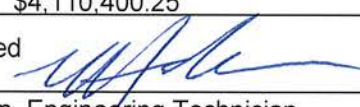
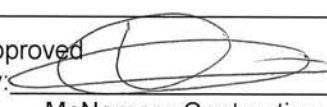
City Project No. 2015-09D – Broderick Boulevard Reconstruction is currently under construction and has begun Phase 2 of the project adjacent to the Interstate Development site (proposed school). The contractor for City Project No. 2015-09D will already be performing underground utility work and can complete the sanitary sewer, watermain, and fiber optic utility extensions as part of City Project Nos. 2018-08 and 2018-11 (Fire Station No. 2). The proposed quantities and associated unit prices from McNamara Contracting are provided in the change order.

I recommend approval of Change Order No. 2 for a total amount of \$35,275.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements in the amount of \$1,150.00 and for work on City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements in the amount of \$34,125.00. The total project contract amount is now \$4,110,400.25 for 2015-09D, 2017-21, 2018-08 and 2018-11.

SWD/kf

Attachments: Change Order No. 2
 McNamara Bid Price Tabulation
 Plan sheet

CHANGE ORDER NO. 2**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION AND
CITY PROJECT 2017-21 VMCC/GOLF COURSE PARKING LOTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: May 29, 2018
Contractor: McNamara Contracting, Inc. 16700 Chippendale Avenue Rosemount, MN 55068	Engineer: Kimley-Horn and Associates
PURPOSE OF CHANGE ORDER: To extend fiber optic, sanitary sewer, and watermain utility services from Broderick Boulevard for a future connection with the proposed City Fire Station No. 2 (City Project Nos. 2018-08 and 2018-11). The addition of this utility work adds \$1,150.00 (CP 2018-11) and \$34,115.00 (CP 2018-08) to the existing CP 2015-09D and CP 2017-21 contract, adding a total of \$35,275.00 to the total contract amount.	
CHANGE IN CONTRACT PRICE \$0.00	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$4,189,854.00	Original Contract Time:
Previous Change Orders (\$114,728.75)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$4,075,125.25	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$35,275.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$4,110,400.25	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By:  5/24/18 McNamara Contracting, Inc.

Approved By: Approved By:

Date of Council Action:

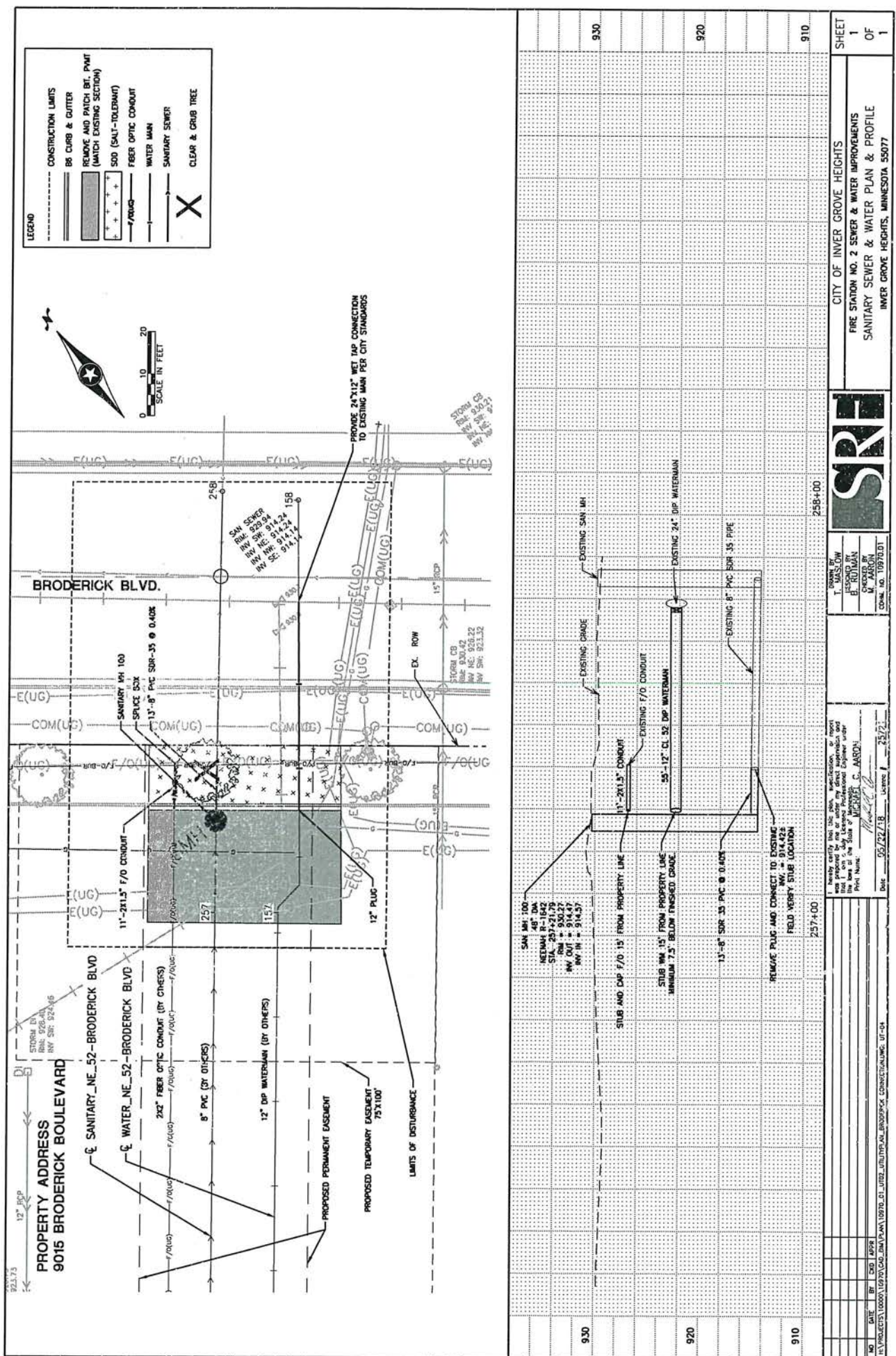
Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

May 29, 2018

CHANGE ORDER NO. 2

Contract: Owner: Project:	CP 2015-09D, 2017-21, 2018-08, AND 2018-11 CITY OF INVER GROVE HEIGHTS BRODERICK BOULEVARD RECONSTRUCTION VMCC/GOLF COURSE PARKING LOTS FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS (BRODERICK BOULEVARD PORTION) FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS			MCNAMARA CONTRACTING	
Schedule:	CP 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS (BRODERICK BOULEVARD PORTION)				
Description:	EXTEND SANITARY SEWER AND WATERMAIN WEST OF BRODERICK BOULEVARD FOR FUTURE CONNECTION AS A PART OF CP 2018-08.				
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
WATERMAIN IMPROVEMENTS					
1	FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1	\$ 7,500.00	\$ 7,500.00
2	12" DIP WATERMAIN CL 52	LIN FT	55	\$ 85.00	\$ 4,675.00
3	12" WATERMAIN PLUG	EACH	1	\$ 1,000.00	\$ 1,000.00
4	PARKING LOT AND TURF RESTORATION	LUMP SUM	0.5	\$ 12,000.00	\$ 6,000.00
SUBTOTAL					\$ 19,175.00
SANITARY SEWER IMPROVEMENTS					
1	SANITARY SEWER MANHOLE AND CASTING	EACH	1	\$ 5,000.00	\$ 5,000.00
2	8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10	\$ 95.00	\$ 950.00
3	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00
4	PARKING LOT AND TURF RESTORATION	LUMP SUM	0.5	\$ 12,000.00	\$ 6,000.00
SUBTOTAL					\$ 14,950.00
CP 2018-08 TOTAL					\$ 34,125.00
NOTES: *Parking Lot and Turf Restoration includes all work to restore the disturbed parking lot and turf due to the installation of watermain and sanitary sewer. This work shall include, but is not limited to, bituminous pavement removal, excavation, curb and gutter removal, aggregate base, parking lot bituminous pavement, curb and gutter, topsoil, seed mixture, fertilizer, mulch, other materials and all labor.					
Schedule:	CP 2018-11 FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS				
Description:	EXTEND CONDUIT WEST OF BRODERICK BOULEVARD FOR FUTURE CONNECTION AS A PART OF CP 2018-11.				
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	INSTALL CONDUIT	LIN FT	40	\$ 10.00	\$ 400.00
2	HANDHOLE/SPLICE BOX COORDINATION	LUMP SUM	1	\$ 750.00	\$ 750.00
CP 2018-11 TOTAL					\$ 1,150.00
NOTES: *Dakota County to provide conduit to Contractor for installation. *Item No. 1 includes the installation of 2 conduit lines (size to be determined). The quantity reflects the total length of conduit installed. *Item No. 2 includes all time necessary to coordinate the installation of splice boxes and/or handholes.					



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting the MS4 Annual Report for 2017

Meeting Date:	May 29, 2018		Fiscal/FTE Impact:
Item Type:	Consent	☒	None
Contact:	Thomas J. Kaldunski, 651-450-2572	☐	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer	☐	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other:

PURPOSE/ACTION REQUESTED

Consider resolution accepting the MS4 Annual Report for 2017.

SUMMARY

The implementation requirements of the City's NPDES MS4 (Storm Water) Permit require the City to prepare an Annual Report to the MPCA. Staff was able to accomplish all of the necessary tasks associated with the Storm Water Permit. A copy of the MS4 Annual Report for 2017 is attached.

The City completed a program that took care of all aspects of our Annual Report, including the annual meeting, developing and providing required education materials for the general public, providing required staff training, and providing an inspection and record keeping database for City use.

The Annual Report was presented to the public at the May 18, 2018 annual meeting. One resident attended the meeting and provided comments regarding the MS4 program and annual report. A copy of the presentation is attached for your information. The comments received did not result in any significant changes to the City's MS4 Program and a Record of Decision was prepared (see attached). The City's 2017 MS4 Program included improvement actions, maintenance programs, training, inspections, and the implementation of the 2017 MS4 permit requirements. In 2017, the City continued a five-year annual inspection plan for identifying and correcting the storm water facility maintenance needs. The City also continued development of Emergency Response Plans (ERPs) and Standard Operating Procedures (SOPs) for storm water management.

I recommend approval of the resolution accepting the 2017 MS4 Annual Report and Record of Decision. The City must provide this Annual Report to the MPCA by June 30, 2018.

TJK/kf

Attachments: Resolution
2018 Record of Decision
MS4 Annual Report
Presentation at the Annual Meeting

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

RESOLUTION ACCEPTING THE MS4 ANNUAL REPORT FOR 2017

RESOLUTION NO. _____

WHEREAS, the City Public Works Department completed all required implementation tasks for 2017 for the City's NPDES MS4 (Storm Water) Permit; and

WHEREAS, the City compiled the MS4 activities in a Record of Activities, prepared an Annual Report for 2017 and conducted an Annual Meeting to present the MS4 Report to the public; and

WHEREAS, the City heard comments from its residents and concluded that the MS4 activities for 2017 met the permit requirements and staff prepared the 2018 Record of Decision following the May 18, 2018 Annual Meeting.

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

1. The 2018 Record of Decision and the MS4 Annual Report for 2017 are hereby accepted and staff is directed to present the Annual Report to the MPCA prior to the June 30, 2018 deadline.

Adopted by the City Council of Inver Grove Heights this 29th day of May 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

2018 RECORD OF DECISION

May 29, 2018

CITY OF INVER GROVE HEIGHTS, MN NPDES PHASE II: SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) {Part V.G.2.b.1-3, c.}

Pursuant to MS4 requirements, the following Record of Decision was created in response to public comments received at the 2018 annual public meeting held at 5:00 p.m. on May 8, 2018 at Inver Grove Heights City Hall, 8150 Barbara Avenue in Inver Grove Heights, MN.

Background & Comments

Tom Kaldunski, P.E., City Engineer, and Steve Dodge, Assistant City Engineer, presented an overview of the City's Storm Water Pollution Prevention Plan (SWPPP), and outlined the six minimum control measures the City implemented in 2017 and goals for 2018. The meeting was to encourage public comment, determine the appropriateness of the current plan and incorporate public feedback into the SWPPP (if applicable).

One resident attended the meeting. Public comments received at the meeting consisted of support for the MS4 program, concern about sediment control, and an interest in gaining education and information on the SWPPP.

City staff provided general information on these topics and sources where residents can obtain additional information, if desired. Due to the nature of the comments received, no formal response or SWPPP modifications are required by the City.

Any questions regarding the NPDES Phase II: MS4 requirements for the City of Inver Grove Heights may be directed to Tom Kaldunski, City Engineer, at 651-450-2572.

<End of Record of Decision>

MS4 question worksheet for 2017 annual report

Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2017 to December 31, 2017

Due June 30, 2018

Copy of questions – **Not for submittal**

Instructions: This form is for your personal use only. Complete the online Annual Report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2017, and December 31, 2017. The online Annual Report and additional information can be found on the Minnesota Pollution Control Agency (MPCA) website at:
https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report.

Questions: Contact Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880) or Megan Handt (megan.handt@state.mn.us, 651-757-2843).

Contact information

MS4 General contact information

Full name: Thomas Kaldunski, PE Title: City Engineer
Mailing address: 8150 Barbara Ave.
City: Inver Grove Heights State: MN Zip code: 55077
Phone: 651-450-2572 Email: tkaldunski@invergroveheights.org

Preparer contact information (if different from the MS4 General contact)

Full name: Nick Hahn Title: Senior Engineering Technician
Mailing address: 8150 Barbara Ave.
City: Inver Grove Heights State: MN Zip code: 55077
Phone: 651-554-3445 Email: nhahn@invergroveheights.org

Minimum Control Measure (MCM) 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

2. Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] ☐ Yes ☒ No
3. If 'Yes' in Q2, what is your stormwater-related issue(s)? Check all that apply.
- ☐ Total Maximum Daily Loads (TMDLs)
 - ☐ Local businesses
 - ☐ Residential best management practices (BMPs)
 - ☐ Pet waste
 - ☐ Yard waste
 - ☐ Deicing materials
 - ☐ Household chemicals
 - ☐ Construction activities
 - ☐ Post-construction activities
 - ☐ Other (describe): _____
4. Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] ☒ Yes ☐ No
5. Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] ☒ Yes ☐ No

6. How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] *Check all that apply in table below.*
7. For the items checked in **Q6** below, who is the intended audience? *Check all that apply in table below.*
8. For the items checked in **Q6** below, enter the total circulation/audience in table below (if unknown, use best estimate).

Q6. How did you distribute educational materials? (Check all that apply):	Q7. Intended audience? (Check all that apply.)						Q8. Total circulation /audience:
	Residents	Local businesses	Developers	Students	Employees	Other	
☒ Brochure	☒	☒	☒	☒	☒	☐	34,344
☒ Newsletter	☒	☒	☒	☒	☒	☐	34,344
☐ Utility bill insert	☐	☐	☐	☐	☐	☐	
☒ Newspaper ad	☒	☒	☒	☒	☒	☐	34,344
☐ Radio ad	☐	☐	☐	☐	☐	☐	
☐ Television ad	☐	☐	☐	☐	☐	☐	
☐ Cable access channel	☐	☐	☐	☐	☐	☐	
☐ Stormwater-related event	☐	☐	☐	☐	☐	☐	
☐ School presentation or project	☐	☐	☐	☐	☐	☐	
☒ Website	☒	☒	☒	☒	☒	☐	34,344
☐ Other (1): describe	☐	☐	☐	☐	☐	☐	
☐ Other (2): describe	☐	☐	☐	☐	☐	☐	
☐ Other (3): describe	☐	☐	☐	☐	☐	☐	

For **Q9** and **Q10**, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2017, to December 31, 2017. [Part III.D.1.c.(4)]

9. Date of activity in table below
10. Description of activity in table below

Q9. Date of activity	Q10. Description of activity
2/16 - 6/6/17	10 rain garden workshops
8/24-9/4/17	MN State Fair Eco Experience for duration of the State Fair
8/24-9/4/17	MN State Fair DNR Building - Storm Drain Goalie Exhibit

11. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] ☐ Yes ☒ No

If 'Yes,' describe these modifications:

MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

12. You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2017, and December 31, 2017? [Part III.D.2.a.(1)] ☒ Yes ☐ No
13. If 'Yes' in **Q12**, what was the opportunity that you provided? *Check all that apply.* ☒ Yes ☐ No
- ☒ Public meeting
- ☐ Public event
- ☐ Other

14. If '**Public meeting**' in Q13, did you hold a stand-alone meeting or combine it with another event?

- ☒ Stand-alone
☐ Combined

Enter the date of the public meeting:

5/18/17

Enter the number of citizens that attended and were informed about your SWPPP:

3

15. If '**Public event**' in Q13, describe:

Enter the date (mm/dd/yyyy) of the public meeting:

Enter the number of citizens that attended and were informed about your SWPPP:

16. If '**Other**' in Q13, describe:

Enter the date (mm/dd/yyyy) of the public meeting:

Enter the number of citizens that attended and were informed about your SWPPP:

17. Between January 1, 2017, and December 31, 2017, did you receive any input regarding your SWPPP?

☒ Yes ☐ No

If '**Yes**,' enter the total number of individuals or organizations that provided comments on your SWPPP.

3

18. If '**Yes**' in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)]

☐ Yes ☒ No

If '**Yes**,' describe those modifications.

19. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.]

☐ Yes ☒ No

If '**Yes**,' describe those modifications.

MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

20. Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4?
[Part III.D.3.b.]

☒ Yes ☐ No

21. Did you identify any illicit discharges between January 1, 2017, and December 31, 2017?
[Part III.D.3.h.(4)]

☒ Yes ☐ No

22. If '**Yes**' in Q21, enter the number of illicit discharges detected.

2

23. If '**Yes**' in Q21, how did you discover these illicit discharges? Check all that apply and enter the number of illicit discharges discovered by each category.

- ☒ Public complaint
☒ Staff

24. If '**Public complaint**' in Q23, enter the number discovered by the public:

1

25. If '**Staff**' in Q23, enter the number discovered by staff:

1

26. If 'Yes' in Q21, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? ☒ Yes ☐ No
27. If 'Yes' in Q26, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2017, and December 31, 2017? Check all that apply. For each of the below checked, enter the number that were issued.
- ☐ Verbal warning: _____
- ☒ Notice of violation: 2
- ☐ Fine: _____
- ☐ Criminal action: _____
- ☐ Civil penalty: _____
- ☐ Other: describe _____
28. If 'Yes' in Q26, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? ☒ Yes ☐ No
29. If 'No' in Q28, why was the enforcement not sufficient to address the illicit discharge(s)? _____
30. Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No
31. Between January 1, 2017 and December 31, 2017, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] ☐ Yes ☒ No
32. If 'Yes' in Q31, how did you train your field staff? Check all that apply.
- ☐ Email
- ☐ PowerPoint
- ☐ Presentation
- ☐ Video
- ☐ Field training
- ☐ Other: describe _____

The following questions refer to Part III.C.1. of the Permit.

33. Did you update your storm sewer system map between January 1, 2017, and December 31, 2017? [Part III.C.1.] ☒ Yes ☐ No
34. Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] ☒ Yes ☐ No
35. Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] ☒ Yes ☐ No
36. Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] ☒ Yes ☐ No
37. Does your storm sewer map include all receiving waters? [Part III.C.1.d.] ☒ Yes ☐ No
38. In what format is your storm sewer map available:
- ☐ Hardcopy only
- ☒ GIS
- ☐ CAD
- ☐ Other: describe _____
39. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination program? [Part IV.B.] ☐ Yes ☒ No
- If 'Yes,' describe those modifications. _____

MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit

40. Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. Minn. R. 100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.]
(Permit can be found on the MPCA website at <https://www.pca.state.mn.us/water/construction-stormwater> (titled 'Minnesota NPDES/SDS Construction Stormwater General Permit').) ☒ Yes ☐ No
41. Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] ☒ Yes ☐ No
42. Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] ☒ Yes ☐ No
43. Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2017, and December 31, 2017. 12
44. What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2017, to December 31, 2017.
- ☐ Verbal warning, Number that were issued: _____
- ☒ Notice of violation, Number that were issued: 154
- ☐ Administrative order, Number that were issued: _____
- ☐ Stop-work order, Number that were issued: _____
- ☐ Fine, Number that were issued: _____
- ☐ Forfeit of security of bond money: _____
- ☐ Withholding of certificate of occupancy _____
- ☐ Criminal action, Number that were issued: _____
- ☐ Civil penalty, Number that were issued: _____
- ☐ Other: describe. _____, Number that were issued: _____
45. Do you have written ERPs to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No
46. Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2017, and December 31, 2017: 8
47. Do you have written procedures for identifying priority sites? [Part III.D.4.d.(1)] ☐ Yes ☒ No
48. If 'Yes,' in Q47, How are sites prioritized? Check all that apply.
- ☐ Site topography
- ☐ Soil characteristics
- ☐ Types of receiving water(s)
- ☐ Stage of construction
- ☐ Compliance history
- ☐ Weather conditions
- ☐ Citizen complaints
- ☐ Project size
- ☐ Other: describe
49. Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] ☒ Yes ☐ No
50. Enter the number of site inspections conducted for sites an acre or greater between January 1, 2017, and December 31, 2017. 186
51. Enter the frequency at which site inspections are conducted (e.g., daily, weekly, monthly). [Part III.D.4.d.(2)] weekly
52. Enter the number of trained inspectors that were available for construction site inspections between January 1, 2017, and December 31, 2017. 4
53. Provide the contact information for the inspector(s) and/or organization that conducts construction

stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

(1) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-554-3445
Phone (work cell): 651-470-6767
Email: nhahn@invergroveheights.org
Preferred contact method: email

(2) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-450-2574
Phone (work cell): 651-485-0997
Email: mwright@invergroveheights.org
Preferred contact method: email

(3) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-450-2575
Phone (work cell): 651-485-0996
Email: medwards@invergroveheights.org
Preferred contact method: email

54. What training did inspectors receive? *Check all that apply.*

- ☒ University of Minnesota Erosion and Stormwater Management Certification Program
☐ Qualified Compliance Inspector of Stormwater (QCIS)
☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
☐ Minnesota Utility Contractors Association Erosion Control Training
☐ Certified Professional in Erosion and Sediment Control (CPESC)
☐ Certified Professional in Stormwater Quality (CPSWQ)
☐ Certified Erosion Sediment and Storm Water Inspector (CESSWI)
☒ Other: describe

MECA Conference

55. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

☐ Yes ☒ No

If 'Yes,' describe those modifications:

MCM 5: Post-construction stormwater management in new development and redevelopment

The following questions refer to Part III.D.5. of the Permit.

56. Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a. of the Permit?

☒ Yes ☐ No

57. What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the permit? [Part III.D.5.a.(2)] *Check all that apply.* Refer to the Technical Support Document at <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches. The TSD can be found on the MPCA website at <https://www.pca.state.mn.us/water/municipal-stormwater-ms4> (refer to the Post Construction Stormwater Management section under the 'Guidance and BMPs' tab).

☒ Retain a runoff volume equal to one inch times the area of the proposed increase of impervious

- surfaces on-site
- ☐ Retain the post-construction runoff volume on site for the 95th percentile storm
- ☒ Match the pre-development runoff conditions
- ☐ Adopt the Minimal Impact Design Standards
- ☐ An approach has not been selected
- ☒ Other method (Must be technically defensible - e.g., based on modeling, research and acceptable engineering practices)

If 'Other method,' describe:

The city has adopted volume control standards in its Northwest Area that require no increase in runoff volume from the site for the 5-year, 24-hour rainfall event.

58. Do you have written ERPs to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No
59. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.] ☐ Yes ☒ No
- If 'Yes,' describe those modifications.

MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

60. Enter the total number of **structural stormwater BMPs, outfalls** (excluding underground outfalls), and **ponds** within your MS4 (exclude privately owned). Enter the number for each category below:

Structural stormwater BMPs: 144

Outfalls: 1053

Ponds: 194

61. Enter the total number of **structural stormwater BMPs, outfalls** (excluding underground outfalls), and **ponds** that were inspected from January 1, 2017 to December 31, 2017 within your MS4 (exclude privately owned) [Part III.D.6.e.]. Enter the number for each category below:

Structural stormwater BMPs: 59

Outfalls: 181

Ponds: 69

62. Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit? ☐ Yes ☒ No
63. Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)] ☒ Yes ☐ No
64. If 'Yes' in Q63, briefly describe the maintenance that was conducted:

Sediment and debris removal, rip rap maintenance, tree clearing, brush removal, weeding and replanting.

65. Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)] ☒ Yes ☐ No
66. If 'Yes' in Q65, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)] ☒ Yes ☐ No

67. If 'Yes' in Q66, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas? ☒ Yes ☐ No

68. If 'Yes' in Q67, briefly describe the maintenance that was conducted:

Ensure temporary sweepings stockpiles are clean and orderly before hauling them to a site belonging to Dakota County. Asphalt, concrete, and soil from water main break repairs are also temporarily stockpiled. This material is then sorted and the asphalt and concrete are hauled to a private company for recycling. The remaining granular materials are reused.

69. Between January 1, 2017, and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.] ☐ Yes ☒ No

If 'Yes,' describe those modifications:

Discharges to impaired waters with a EPA-approved TMDL that includes an applicable WLA

If you have been assigned a Waste Load Allocation (WLA) in a TMDL that was approved by the U.S. Environmental Protection Agency (EPA) prior to August 1, 2013, and were not meeting WLA(s) at the time of your permit application, you must complete the **TMDL Annual Report Form**, available on the MPCA website at:

https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms.

Attach your completed TMDL Annual Report Form to the actual Annual Report as instructed within that document. [Part III.E.]

71. [question left blank for you to attach a file]

Alum or Ferric Chloride Phosphorus Treatment Systems

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

72. Date(s) of operation:

Month	Date(s) of operation (mm/dd/yyyy – mm/dd/yyyy)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Month	Q73 Chemical(s) used for treatment	Q74 Gallons of alum or ferric chloride treatment	Q75 Gallons of water treated	Q76 Calculated pounds of phosphorus removed
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

77. Any performance issues and corrective action(s), including date(s) when corrective action(s) were taken, between January 1, 2017, and December 31, 2017:

Partnerships

78. Did you rely on any other regulated MS4s to satisfy one or more permit requirements? ☒ Yes ☐ No

79. If 'Yes' in Q78, describe the agreements you have with other regulated MS4s and which permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

Inver Grove Heights is a member of the Lower Mississippi River WMO and of the Eagan-IGH WMO per Joint Powers Agreements. They assisted with MCM1: Public Education and Outreach.

Additional information

If you would like to provide any additional files to accompany your Annual Report, use the space below to upload those files. For each space, you may attach one file.

80. [Optional space for you to attach a file]
81. [Optional space for you to attach a file]
82. [Optional space for you to attach a file]
83. Optional, describe the file(s) uploaded:

Optional question

The MPCA is attempting to identify potential sources of water quality data. Answering this question will help the MPCA and interested stakeholders obtain a more comprehensive understanding of sources of data that may be shared and ultimately aid in understanding the extent to which stormwater management practices result in water quality improvements.

84. Are you collecting water quality data (e.g., from surface waters, outfalls, BMPs, etc.) that is not associated with a wastewater treatment plant? ☐ Yes ☐ No

Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

- ☐ Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

By typing my name in the following space, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name of certifying official: The certifying official must electronically sign the online Annual Report form.

Title: _____ Date: _____
(mm/dd/yyyy)

Note: In the online form, you will be prompted to provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2017 submittal confirmation email from the MPCA. After you submit the form, please allow up to three business days to receive this confirmation email.

Email (1) _____

Email (2)

Email (3)

Not for Submittal



CITY OF INVER GROVE HEIGHTS

8150 Barbara Avenue, Inver Grove Heights, MN 55077
651-450-2500
www.invergroveheights.org



City Engineer's Office

Presented by: Steve Dodge, Assistant City Engineer
Prepared by: Nick Hahn, Senior Engineering Technician
May 8, 2018

8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 | www.invergroveheights.org

NPDES Phase II MS4 Permit

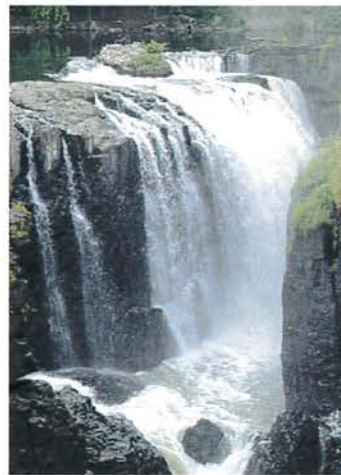
- National
- Pollutant
- Discharge
- Elimination
- System

8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergrovehights.org



Why This Meeting?

- Educate interested citizens
- Receive comments from the public
 - Storm Water Pollution Prevention Plan (SWPPP)
 - 6 Minimum Control Measures (MCM's)
 - Review progress of Best Management Practices (BMP's)
- Meet the annual requirements of the MS4 permit



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Six Minimum Control Measures (MCM)

- 1) Public education and outreach
- 2) Public participation and involvement
- 3) Illicit discharge detection and elimination
- 4) Construction site storm water runoff control
- 5) Post-construction storm water management
- 6) Pollution prevention and good housekeeping for municipal operations



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2017 MS4 Achievements

MCM 1 & 2. Public Education, Outreach, Participation, and Involvement

- Insights newsletter (9 MS4 related articles) circulation 14,400
- 26 residents attended Landscaping for Clean Water workshops, 12 residents attended design courses, 4 built rain gardens and 1 built a native garden
- Public Works webpage (<http://www.invergroveheights.org/Index.aspx?NID=185>)
 - MS4 information, SWPPP, annual report
- SWPPP Annual Public Meeting (May 18, 2017)
- State Fair Exhibits through the LMRWMO
- Received \$296,000 grant for the construction of a storm water treatment pond at 78th and Concord
- ❖ Collaborate with Storm Water Groups:

DCSWCD	LMRWMO	MCSC
MISSISSIPPI RIVER FORUM	BWSR	Eagan-IGH WMO



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2017 MS4 Achievements

MCM 3. Illicit Discharge Detection & Elimination

- Illicit discharges are any discharge into a storm drain system that is not composed entirely of storm water (including illegal dumping, connections).
- *Exceptions: Fire fighting, Lawn Watering, etc.*
- Sources
 - Sediment erosion
 - Spills and accidents
 - Broken sanitary sewer line
 - Connection of floor drains to storm sewer
 - Direct connections (ex. manufacturing facilities)
 - Inflow/Infiltration
 - Straight pipe sewer discharge
 - Failing septic systems
 - Illegal dumping
- Updated storm sewer map
- Inspections completed concurrently with outfall/pond inspections
- 2 illicit discharge complaints reviewed and investigated in 2017
 - 2 illicit discharges Notice of Violation issued in 2017



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2017 MS4 Achievements

MCM 4. Construction Site Storm Water Runoff Control

- All construction sites requiring a building permit or an NPDES permit
 - 154 Erosion and Sediment Notice of Violations
 - Erosion control inspections weekly or when ½" or greater rainfall



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2017 MS4 Achievements

MCM 5. Post-Construction Storm water Management

- City enforced up to 1" infiltration requirement in citywide non-degradation area
- City followed 3rd Generation Storm Water Management plan (SWMP)
- Followed AUAR and SWMP for Northwest Area
 - Protected Regional Basins with 5 Year Storm Water Volume Requirements
- Updated City Wide BMP Storm Water Inventory (1,181 BMP's)
- Continued Private Storm Water Facility Maintenance Oversight Program
 - 9 Annual Reports Given to City
- 12 Plan Reviews Completed
- 8 Major Projects Under Construction
 - 5 Public, 3 Private
- City enforced NW Area 5 Year Storm Water Volume Control Requirement
- Constructed 78th and Concord Storm Water Treatment Pond
- 8 Private Projects Requiring Storm Water Facilities Maintenance Agreements



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2017 MS4 Achievements

MCM 6. Pollution Prevention and Good Housekeeping for Municipal Operations

- 181/1053 Outfall & 69/194 Pond Inspections
- 2017 Inspections for Minor and Major Maintenance Activities Completed
- Street Sweeping all City Streets and Parking Lots Twice per Year
- Public Works Inspection of Public Storm Water Facilities
- Updated Modeling for 1700-Acre T23 Drainage Basin
- 1494 Storm Water Discharge Improvements for Ponds T-23 and T-14
- Roadside Rain Garden Program Design and Field Improvements



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2018 MS4 Objectives

- Construct Storm Water Basins:
 - Diffley Court in Robert Curve Development
 - TH3 and Rich Valley Boulevard
 - 93rd and Abigail Neighborhood Reconstruction
 - Regional Basin and 2 Treatment Basins at Holiday Gas Station and TH3/70th St. Roundabout
 - Regional Basin and Water Quality Treatment at TH3 and 65th St.
 - Several Basins in Blackstone Vista 3rd Addition
 - 2 Regional Basins and Several Treatment Basins in Windwood 2nd Addition
 - Regional Basin and Water Quality Facility at Center City by River Heights Vineyard Church
 - Water Quality Facilities at IGH Hotel
 - Regional Basin and Water Quality Facilities at Scenic Heights
 - Wasatch Storage
 - McDonald's on Upper 55th St.
 - Regional Basin and Water Quality Facilities at New Fire Station

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2018 MS4 Objectives

- Provide IDDE/MS4/NPDES Annual Training
- Pamphlets for City Hall Corridor
- Implement Industrial Storm Water Permits
- Development of Enforcement Response Procedures (ERP's) and Standard Operating Procedures (SOP's)
- Apply for MCES Storm Water Grants
- Apply for BWSR and SWCD Grants for Dickman Trail BMP
- Develop 4th Generation Storm Water Management Plan
- City Comprehensive Update to Storm Water Model
- Roadside Rain Garden Program Public Education and Training
- Roadside Rain Garden Program on City Website
- Bioretention Basin Standards and Details on City Website

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2018 MS4 Objectives

- Implement NWA Standards and Maps with New Developments and Storm Water Management for Transportation Improvements
- Attend Various Organization Meetings
 - LMRWMO (Monthly)
 - MCSC (Annual)
 - MPCA Stakeholder
 - Eagan-IGH WMO
- Maintain Northwest Area Storm Water Model
- O&M Notification of Private Storm Water Facility Inspections
- Storm Water CIP
- Assist Mn/DOT with I494 Drainage Improvements
- Secure Easement and Develop Regional Basin at 70th St and TH3
- NW Area Robert District Watershed Study

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Questions or Comments?

Additional information can be found at:

- <http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html>
- <http://www.invergroveheights.org/index.aspx?nid=185>
- <http://www.cleanwatermn.org>



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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving the Petition Requesting Street Reconstruction for 55th Street Court and Authorizing the Preparation of a Feasibility Study

Meeting Date: May 29, 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

SK

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the petition requesting street reconstruction for 55th Street Court and authorizing the preparation of a feasibility study.

SUMMARY

This action is in response to a petition received from residents along 55th Street Court (see attached petition and area map). They have been in contact with Public Works to express interest in a new road. A review of the project area indicates that 13 of the 14 property owners in this neighborhood have signed the petition in support of the improvements.

The petition is sufficient to prepare a feasibility report, but because the petition does not address the assessments, the petition is inadequate to be considered landowner initiated. Therefore, at the conclusion of the future public hearing to consider ordering the project, a 4/5s vote by Council will be required to advance the project.

This project will be reviewed as additional geotechnical analysis for the pavement management program is prepared in the coming months. A project schedule will be developed and shared at a later date.

I recommend passage of the resolution accepting the petition at this time.

TJK/kf

Attachments: Resolution
 Petition
 Map

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING PETITION TO THE CITY FOR STREET RECONSTRUCTION ON
55TH STREET COURT AND AUTHORIZING THE PREPARATION OF A FEASIBILITY STUDY**

RESOLUTION NO. _____

WHEREAS, a valid petition has been received from property owners on 55th Street Court requesting a new street along 55th Street Court; and

WHEREAS, the current 2018 Pavement Management Plan (PMP) and funding availability would preclude any additional PMP projects being constructed in 2018; and

WHEREAS, the City will be conducting geotechnical evaluations to consider modifying the prioritization of projects in the PMP in 2019 and later years.

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

1. The petition is received from the 55th Street Court residents
2. Staff is hereby authorized to prepare a feasibility study for the 55th Street Court street reconstruction project.

Adopted this 29th day of May 2018 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Hi Neighbors,

Submitting a Petition

Name	Address	Yes I'm for	No I'm against
Kay + Bill	1918 55 th	X	
Richmond + SATINA	1920 55 th	X	
Ben + Cheryl Joy	1922 55 th	X	
Chad + Kayla	1924 55 th	X	
Saan + Mary Kane Bagg	1928 55 th St Court	Yes	
Pam + Rose Hubbard	1930 55 th STREET COURT	Yes	
Nichole Behnke	1904 55 th St Ct E	X - but only if No curb and gutter	tax cost
Gale + Lorrie Tinton	1906 " " "	X	
Peg (Margaret) Fox	198 55 th St. Ct E.	X	
Kenneth Britton	1910 55 th St Ct E.	X	
Francisco Marquez	1912 55 th St Ct E	X	
John + Sherida	1914 55 th St Ct E	X	
Randolph Reynolds	1916 55 th St Ct E	X	

Please sign and pass to neighbor on the right.....Thanks Bill and Kay.....And Happy Spring

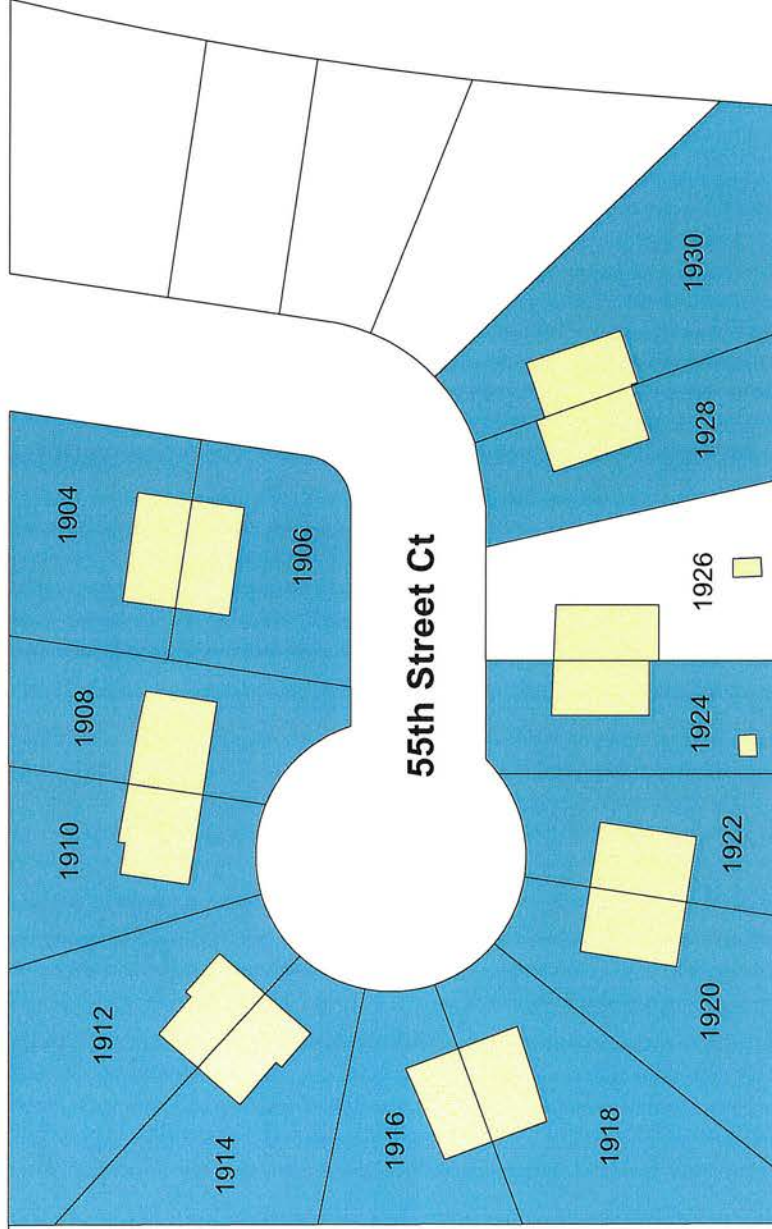


**City of Inver Grove Heights
55th Street Court Petition**

55th Street

Babcock Trail

55th Street Ct



Legend



Petitioners



May 22, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for Advanced Right-of-Way Acquisition for the Reconstruction and Expansion of 70th Street (C.R. 26), City Project No. 2015-08 (County Project No. 26-54)

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for advanced right-of-way acquisition for the reconstruction and expansion of 70th Street (C.R. 26), City Project No. 2015-08 (County Project No. 26-54).

SUMMARY

On August 28, 2017, the City Council approved a Joint Powers Agreement with Dakota County and the City of Eagan for a feasibility study and preliminary engineering for the subject project. The original final plat for Blackstone Vista 3rd Addition included a stub street to the northerly property boundary, assuming that the parcel to the north would ultimately develop and be accessed via the stub street. The preliminary design effort for 70th Street identified area adjacent to the north side of the Blackstone Vista 3rd Addition plat as necessary for storm water management for the road project.

Discussions were held with the developer of Blackstone Vista 3rd Addition to consider a revision to the final plat to eliminate the stub street and rearrange a number of lots. While the revision results in a reduction of one lot, it also reduces development costs via elimination of the street stub and associated public utilities. It also provides more walkout lots than the original plat.

The subject JPA deals with the acquisition of Outlot D in the revised final plat for Blackstone Vista 3rd Addition. The Outlot would be used for expanding the storm water management features needed for the 70th Street expansion project.

The County has obtained an appraisal for the property in Outlot D. The City's share of the cost, using the current County cost share policy, is estimated to be \$81,000. Staff requested that the County's Advance Funding Policy be applied in this situation. We would pay \$41,000 in 2020 and the balance in 2021. If a policy revision being considered by the County is adopted prior to 2021, the City's cost could be reduced.

I recommend adopting the resolution approving the Joint Powers Agreement.

TJK/kf

Attachments: Resolution
 Joint Powers Agreement
 County Board Agenda Item for JPA (May 22, 2018)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for Advanced Right-of-Way Acquisition for the Reconstruction and Expansion of 70th Street (C.R. 26), City Project No. 2015-08 (County Project No. 26-54)

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for advanced right-of-way acquisition for the reconstruction and expansion of 70th Street (C.R. 26), City Project No. 2015-08 (County Project No. 26-54).

SUMMARY

On August 28, 2017, the City Council approved a Joint Powers Agreement with Dakota County and the City of Eagan for a feasibility study and preliminary engineering for the subject project. The original final plat for Blackstone Vista 3rd Addition included a stub street to the northerly property boundary, assuming that the parcel to the north would ultimately develop and be accessed via the stub street. The preliminary design effort for 70th Street identified area adjacent to the north side of the Blackstone Vista 3rd Addition plat as necessary for storm water management for the road project.

Discussions were held with the developer of Blackstone Vista 3rd Addition to consider a revision to the final plat to eliminate the stub street and rearrange a number of lots. While the revision results in a reduction of one lot, it also reduces development costs via elimination of the street stub and associated public utilities. It also provides more walkout lots than the original plat.

The subject JPA deals with the acquisition of Outlot D in the revised final plat for Blackstone Vista 3rd Addition. The Outlot would be used for expanding the storm water management features needed for the 70th Street expansion project.

The County has obtained an appraisal for the property in Outlot D. The City's share of the cost, using the current County cost share policy, is estimated to be \$81,000. Staff requested that the County's Advance Funding Policy be applied in this situation. We would pay \$41,000 in 2020 and the balance in 2021. If a policy revision being considered by the County is adopted prior to 2021, the City's cost could be reduced.

I recommend adopting the resolution approving the Joint Powers Agreement.

TJK/kf

Attachments: Resolution
 Joint Powers Agreement
 County Board Agenda Item for JPA (May 22, 2018)

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A JOINT
POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS,
MINNESOTA FOR ADVANCED RIGHT-OF-WAY ACQUISITION FOR COUNTY PROJECT NO. 26-54
(CITY PROJECT NO. 2015-08), THE RECONSTRUCTION AND EXPANSION OF COUNTY STATE AID
HIGHWAY 26 (70TH STREET)**

WHEREAS, a Joint Powers Agreement is needed between the City of Inver Grove Heights and Dakota County in order to define the shared costs and responsibilities in relation to right-of-way acquisition for County Project No. 26-54 and as is allowed under the Minnesota Statutes Section 471.59, Subd. 1; and

WHEREAS, it is considered mutually desirable to reconstruct and expand County State Aid Highway 26 (70th Street) from the Eagan boundary to Trunk Highway (TH) 3 in Inver Grove Heights, Dakota County; and

WHEREAS, the County and the City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said right-of-way acquisition; and

WHEREAS, it is agreed that the County and the City will share project responsibilities and jointly participate in the project costs associated with right-of-way acquisition and related activities as described in the Joint Powers Agreement; and

WHEREAS, 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 property has no relationship to the City's Comprehensive Plan and therefore, the Council dispenses with the requirement that the acquisition of the property be first considered by the Planning Commission for consistency with the municipal comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove heights enter into a Joint Powers Agreement between Dakota County and the City of Inver grove Heights for advanced right-of-way acquisition for County Project No. 26-54.

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Approved by the City Council of Inver Grove Heights this 29th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

DAKOTA COUNTY BOARD OF COMMISSIONERS

Approval Of Right Of Way Acquisition And Authorization To Execute Joint Powers Agreement For Advanced Right Of Way Acquisition With City Of Inver Grove Heights For County Project 26-54

Meeting Date: 5/22/2018
Item Type: Consent-Action
Division: Physical Development
Department: Transportation
Contact: Krebsbach, Mark
Contact Phone: (952) 891-7102
Prepared by: Fabish, Jenna

Fiscal/FTE Impact:
☐ None ☐ Other
☒ Current budget ☐ Amendment requested
☐ New FTE(s) requested
Board Goal: A great place to live
Public Engagement Level: Level 2 - Discuss

PURPOSE/ACTION REQUESTED

- Authorize execution of a joint powers agreement (JPA) with the City of Inver Grove Heights (City) for advanced right of way acquisition on County Project (CP) 26-54 in Inver Grove Heights.
- Approve right of way acquisition for the acquisition of Outlot D from Blackstone Vista 3rd Addition concept plat on CP 26-54 in Inver Grove Heights.

SUMMARY

To provide a safe and efficient transportation system, Dakota County and the Cities of Eagan and Inver Grove Heights are proceeding with CP 26-54 which is the preliminary design of the four-lane expansion of County State Aid Highway (CSAH) 26 (Lone Oak Road/70th Street West) from Trunk Highway (TH) 55/149 in the City of Eagan to TH 3 in the City of Inver Grove Heights (Attachment A). **A schedule for final design has not been determined.**

CP 26-54 has determined the preliminary right of way (ROW) needs necessary for the roadway and storm water facilities. **Due to topography and storm water requirements, an area along the north side of the Blackstone Vista 3rd Addition plat (Plat) is needed for CP 26-54 storm water.** The City has granted final plat approval, and the Plat is being reviewed by the Dakota County Plat Commission. CP 26-54 ROW needs impact the current Plat's roadway system and lots. The owner has submitted a concept plan showing the needed storm water facilities as Outlot D.

Dakota County together with the City agreed to consider a direct purchase of Outlot D (Attachment B). If an agreement with the property owner is not reached, acquisition by eminent domain will not be pursued at this time. **The appraisal has been completed for the Blackstone Vista 3rd Addition Outlot D. Data about the appraisal has been provided to the County Board in a confidential spreadsheet because the appraisal is currently confidential, non-public data pursuant to Minn. Stat. § 13.44, subd. 3.**

On October 23, 2012 (Resolution No. 12-511), the County Board of Commissioners adopted the policy for Advance Funding City Cost Share of Transportation Capital Improvement Program (CIP) Projects (Advance Funding Policy). **A City may request advance funding of its costs, up to three years without interest, once the policy criteria are met.**

The City does not have sufficient funds available in 2018 for the City's cost participation for advanced right of way acquisition for CP 26-54. **The City has requested to use the Advance Funding Policy to advance \$81,000 of its estimated cost participation (Attachment C). The City proposes to reimburse the County for the advance in the amount of \$41,000 in 2020 and the remainder in 2021.** The County Transportation CIP budget fund balance is sufficient for the requested advance. **The City will reimburse the County for early right of way costs in accordance with the adopted County Cost Participation Policy.**

A JPA between Dakota County and the City is proposed to define project cost shares and roles and responsibilities for acquisition of the Blackstone Vista 3rd Addition Outlot D as part of CP 26-54. Acquisition costs would be split in accordance with County policy. **The City is considering the JPA at their May 29, 2018 City Council meeting.**

RECOMMENDATION

County staff recommends execution of a JPA with the City for CP 26-54 advanced right of way acquisition of the Blackstone Vista 3rd Addition Outlot D and approval of the right of way acquisition for the Blackstone Vista 3rd Addition Outlot D on CP 26-54 in Inver Grove Heights.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2018 Transportation Capital Improvement Program budget includes \$940,000 for CP 26-54 final design. At this time, final design for CP 26-54 has not been programmed and these funds are sufficient for the acquisition. The advanced right of way acquisition will be shared in accordance with the adopted County cost sharing policy.

Supporting Documents:

Attachment A – Location Map
Attachment B – Blackstone Vista 3rd Addition Outlot D
Attachment C – City Request

Previous Board Action(s):

12-511; 10/23/12

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the Cities of Eagan and Inver Grove Heights (Cities) are proceeding with County Project (CP) 26-54; and

WHEREAS, CP 26-54 is the expansion study and preliminary design of County State Aid Highway (CSAH) 26 (Lone Oak Road/ 70th Street West) from a rural two-lane highway to a four-lane divided highway from Trunk Highway (TH) 55/149 in the City of Eagan to TH 3 in the City of Inver Grove Heights; and

WHEREAS, CP 26-54 preliminary design has identified preliminary right of way needs related to the four-lane expansion of CSAH 26 and storm water; and

WHEREAS, the owner has begun the platting process for the Blackstone Vista 3rd Addition plat in the City of Inver Grove Heights; and

WHEREAS, Blackstone Vista 3rd Addition plat was formerly known as Blackstone Highlands; and

WHEREAS, the owner had submitted the Blackstone Highlands plat for Dakota County Plat Commission approval in 2015; and

WHEREAS, the Dakota County Plat Commission approved the Blackstone Highlands plat, subject to County Board approval; and

WHEREAS, the owner made minor revisions to the Blackstone Highlands Plat and renamed it Blackstone Vista 3rd Addition; and

WHEREAS, the Inver Grove Heights City Council approved the Blackstone Vista 3rd Addition Plat on November 13, 2017; and

WHEREAS, the owner has not received final plat approval from the Dakota County Plat Commission; and

WHEREAS, CP 26-54 has determined preliminary storm water needs from the Blackstone Vista 3rd Addition plat; and

WHEREAS, the owner has developed a concept plat depicting the CSAH 26 storm water needs as Outlot D; and

WHEREAS, the owner has requested the County acquire the Blackstone Vista 3rd Addition Outlot D; and

WHEREAS, the Blackstone Vista 3rd Addition Outlot D has been appraised, and the offer has been prepared; and

WHEREAS, the approved 2018 Transportation Capital Improvement Program CIP budget includes sufficient funds for the anticipated cost of the advanced right of way acquisition for CP 26-54; and

WHEREAS, a joint powers agreement between Dakota County and the City for CP 26-54 is proposed to outline cost participation and responsibilities for right of way acquisition and to include the standard indemnification, waivers and other standard agreement language all in accordance with the County Transportation Plan and County Policy; and

WHEREAS, on October 23, 2012 (Resolution No. 12-511), the Dakota County Board of Commissioners adopted the County Policy for Advance Funding City Cost Share of Transportation CIP Projects (Advance Funding Policy) which allows a City to request advance funding of the City's Project cost participation, provided the criteria of the policy are met; and

WHEREAS, the City's Project cost participation for advanced right of way acquisition of Blackstone Vista 3rd Addition Outlot D is estimated at \$81,000; and

WHEREAS, the City does not have sufficient funds available in 2018 for all of the City's Project cost participation for advanced right of way acquisition for CP 26-54 and has requested that the County advance \$81,000 of the City's Project cost participation; and

WHEREAS, CP 26-54 meets the criteria outlined in the Advance Funding Policy; and

WHEREAS, the City proposes to reimburse the County for the advance in the amount of \$41,000 in 2020 and the remainder of the City's Project cost participation in 2021; and

WHEREAS, the County and City will share in the right of way acquisition costs based on the adopted County transportation cost policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of Inver Grove Heights to outline cost participation and responsibilities for acquisition of the Blackstone Vista 3rd Addition Outlot D for County Project 26-54, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of the property described below from Lennar:

XXXX

for County Project 26-54 at the approved appraised values and in accordance with County policy and authorizes payment from the 2018 Transportation Capital Improvement Program budget.

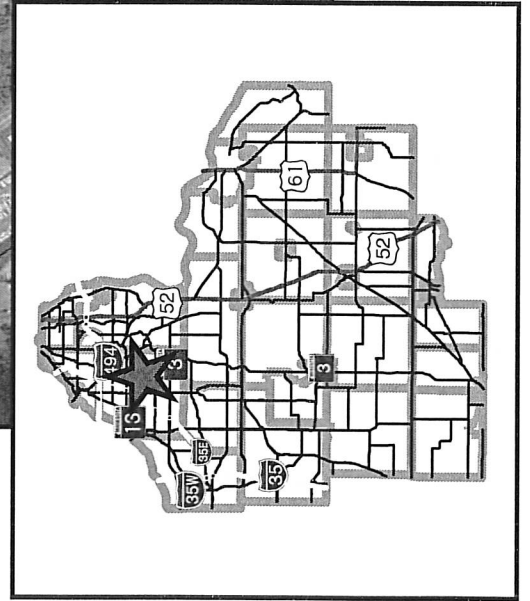
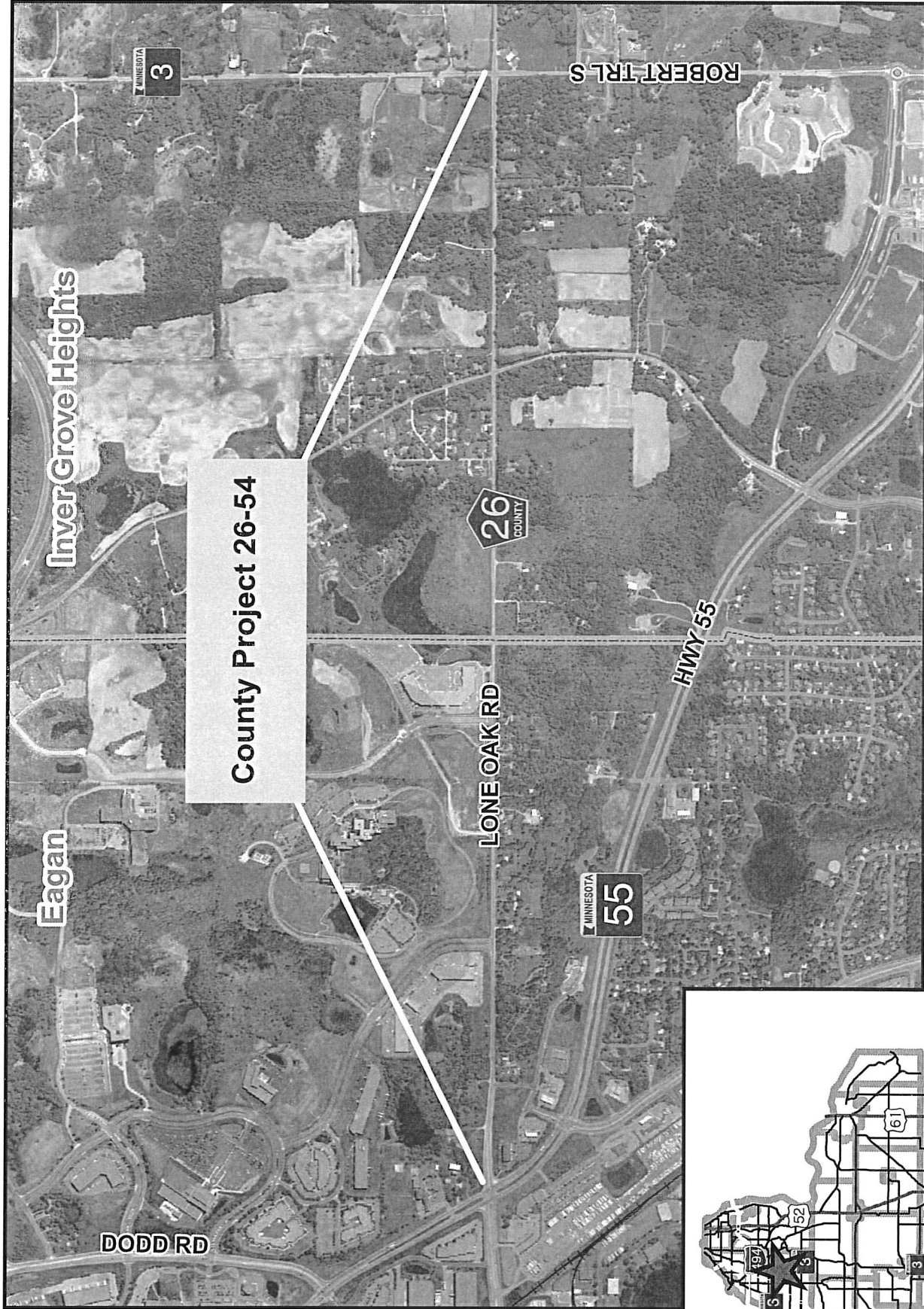
County Manager's Comments:

- ☐ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request

Reviewed by (if required):

- ☐ County Attorney's Office
- ☐ Financial Services
- ☐ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

County Manager



County Project 26-54

BLACKSTONE VISTA 3RD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS, That CalAtlantic Group, Inc., a Delaware corporation, for and on behalf of the following described property situated in the County of Dakota, State of Minnesota to wit:

The West 520.16 feet of the Northeast Quarter of the Northwest Quarter of Section 7, Township 27, Range 22, excepting therefrom the North 350 feet of the West 471.00 feet thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as BLACKSTONE VISTA 3RD ADDITION and does hereby dedicate to the public for public use, the public way and the easements as shown on this plat for drainage and utility purposes only.

IN WITNESS WHEREOF, said CalAtlantic Group, Inc., a Delaware corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: CALATLANTIC GROUP, INC.
By: Michael W. Deves, Its Operational Vice President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Michael W. Deves, Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation,

Notary Public,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Peter J. Hawkins, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all monuments are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one hundred feet of the corners and boundaries shown on this plat, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Peter J. Hawkins, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Peter J. Hawkins.

Notary Public,
My Commission Expires _____

CITY COUNCIL OF INVER GROVE HEIGHTS

This plat was approved by the City Council of Inver Grove Heights, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor
By: _____ Clerk

COUNTY SURVEYOR, Dakota County, Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
Todd B. Tolleson
Dakota County Surveyor

DAKOTA COUNTY BOARD OF COMMISSIONERS

We do hereby certify that on the _____ day of _____, 20____, the Board of Commissioners of Dakota County, Minnesota, approved this plat of BLACKSTONE VISTA 3RD ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Chair, County Board
Attest: _____ County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land parcels described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

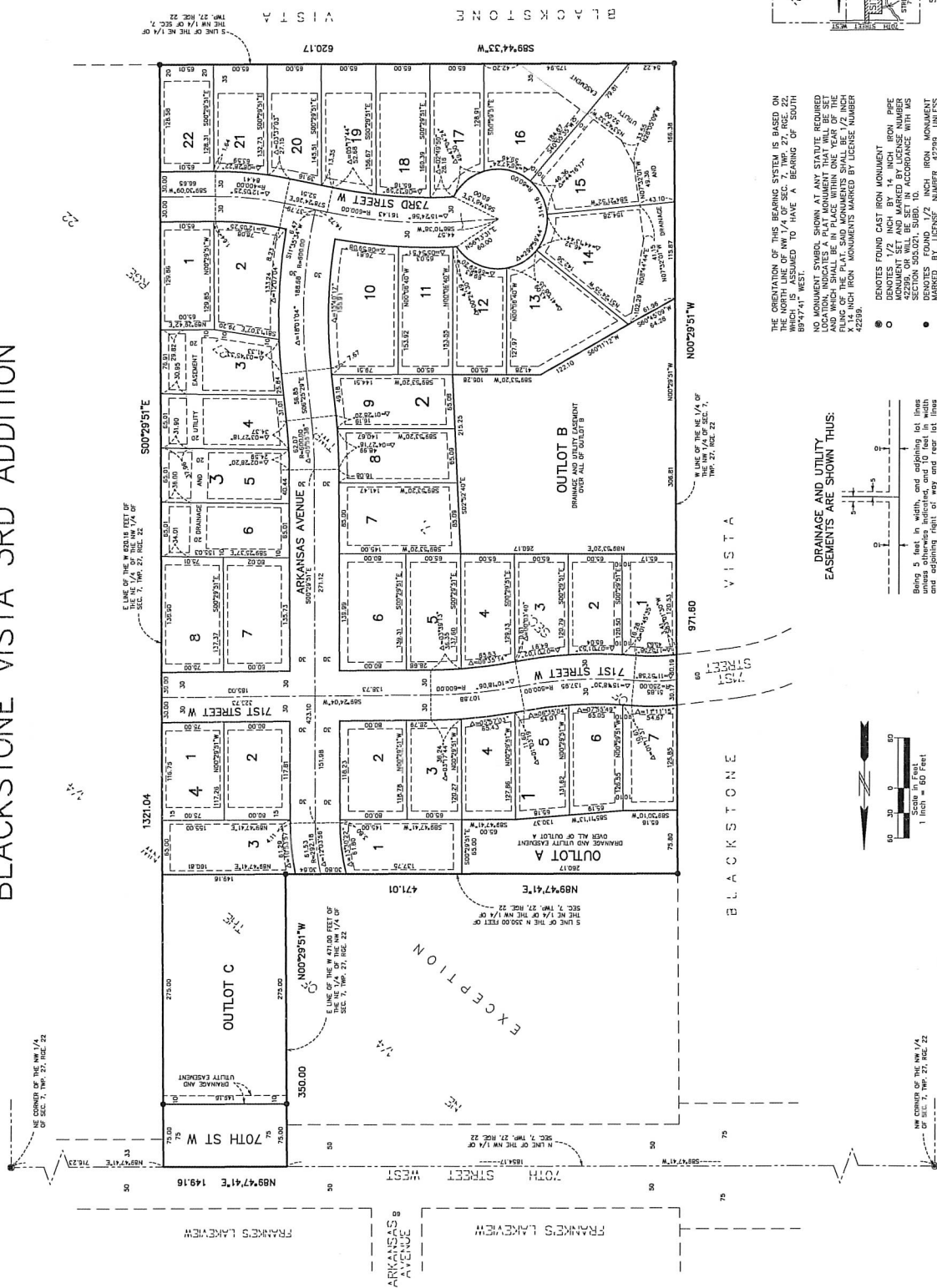
By: _____
Director
Department of Property Taxation and Records

COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of BLACKSTONE VISTA 3RD ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plate, Page _____ as Document No. _____.

By: _____ Dakota County Recorder
By: _____ Deputy

BLACKSTONE VISTA 3RD ADDITION



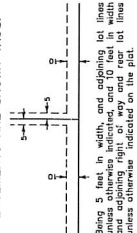
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF NW 1/4 OF SEC. 7, TWP. 27, RGE. 22, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 39°47'41" WEST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE EXPIRATION OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH DIAMETER, 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER

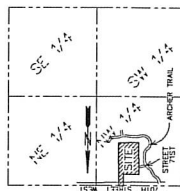
● DENOTES FOUND CAST IRON MONUMENT

● DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299. OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



NW CORNER OF THE NW 1/4
OF SEC. 7, TWP. 27, RGE. 22

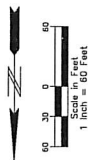


SECTION 7, TWP. 27,
RGE. 22

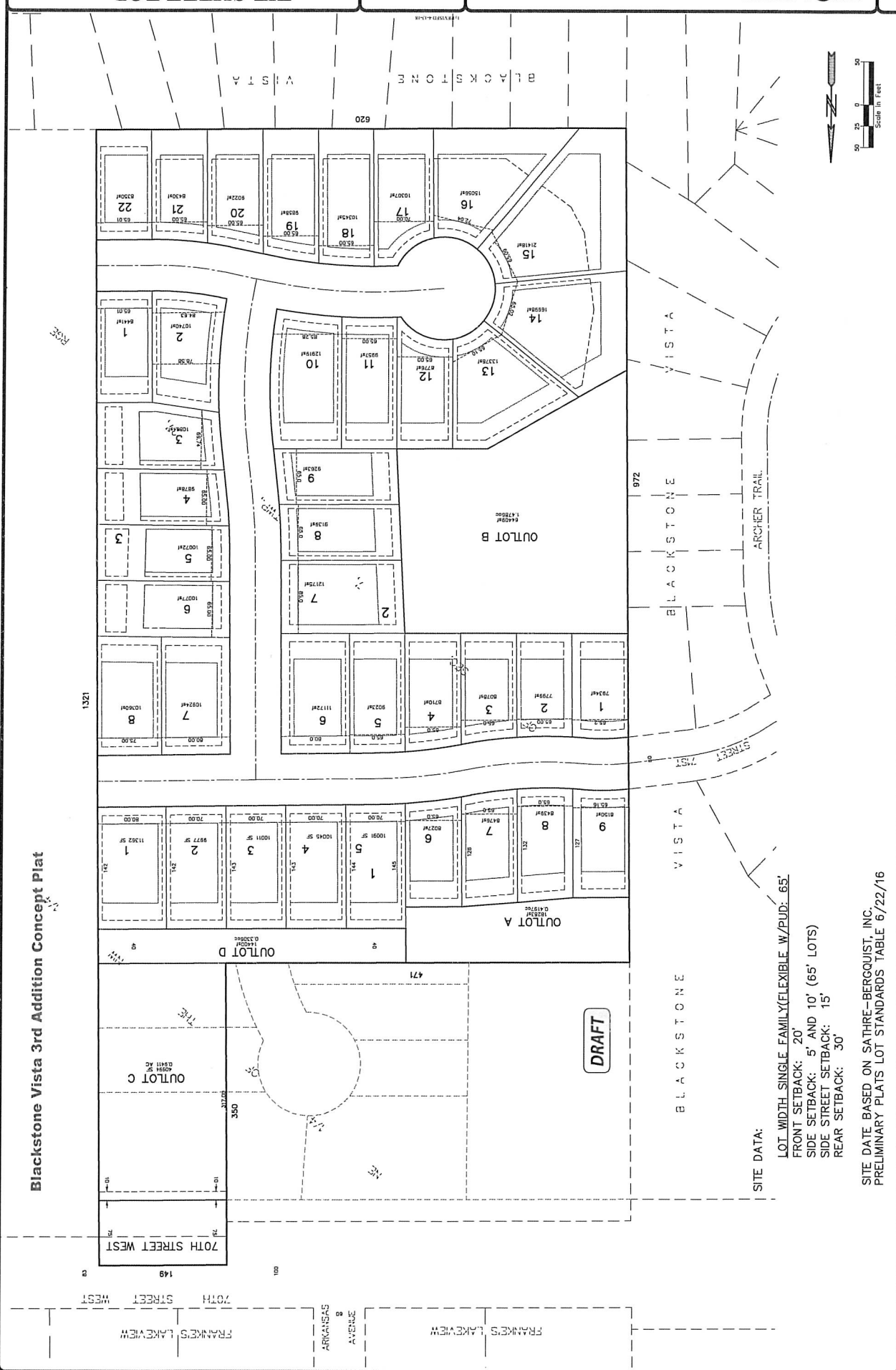
LOCATION MAP
NO SCALE

PIONEERengineering

AREA SKETCH



BLOCK 1 =	59,597 SF.	1,3682 AC.
BLOCK 2 =	239,106 SF.	5,4667 AC.
BLOCK 3 =	81,356 SF.	1,8677 AC.
BLOCK 4 =	28,371 SF.	0,6513 AC.
TOTAL LOT AREA =	407,430 SF.	9,3534 AC.
TOTAL OUTLOT AREA =	123,688 SF.	2,8594 AC.
TOTAL R/W AREA =	153,242 SF.	2,8343 AC.
TOTAL AREA =	654,576 SF.	15,0271 AC.



JOINT POWERS AGREEMENT

**DAKOTA COUNTY
TRANSPORTATION DEPARTMENT**

**AGREEMENT FOR
RIGHT OF WAY ACQUISITION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

COUNTY PROJECT NO. 26-54

INVER GROVE HEIGHTS PROJECT NO. 2015-08

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to acquire Right-Of-Way from CalAtlantic Group Inc. in anticipation of the expansion of County State Aid Highway (CSAH) 26 (70th Street West) in the City of Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to plan for the expansion of CSAH 26 from Trunk Highway (TH) 55 in the City of Eagan to TH 3 in the City of Inver Grove Heights to a four lane divided roadway, County Project (CP) 26-54, hereinafter referred to as "the project"; and

WHEREAS, both the City Council and the County Board have adopted resolutions supporting the future expansion of CSAH 26 in Inver Grove Heights; and

WHEREAS, the project is solely for study and planning purposes and additional engineering, construction coordination and financial planning and approvals by the City and County must be complete prior to proceeding with the future expansion of CSAH 26; and

WHEREAS, it is considered mutually desirable for the City or County to acquire right-of-way along the corridor as the need arises to support this future project; and

WHEREAS, funding has been programmed for the preservation of right of way in the County Capital Improvement Program and the City has future funding allocated for this purpose; and

WHEREAS, CalAtlantic Group, Inc. has submitted a proposed plat of Blackstone Vista 3rd Addition for imminent development that would impact the future expansion of CSAH 26 as identified by the project; and

NOW, THEREFORE, it is agreed that the County and the City will jointly participate in the acquisition of property from CalAtlantic Group, Inc., and related activities as described in the following sections:

1. Acquisition Costs. All costs associated with the acquisition of Outlot D from Blackstone Vista 3rd Addition including but not limited to the purchase price, administrative costs, appraisal fees, legal fees and closing costs and fees costs shall be shared at 55% County and 45% City.
2. Acquisition. The County may acquire from CalAtlantic Group, Inc. Outlot D from Blackstone Vista 3rd Addition as necessary for the project on a a willing-seller basis. The purchase price shall be supported by an appraisal by a licensed appraiser and shall be mutually agreed to by the parties.
2. Payment. The County will act as the paying agent for all payments to CalAtlantic Group, Inc. or other parties to complete the acquisition. The Dakota County Transportation Department will advance the City's Project cost participation. The City shall promptly reimburse its share of Project costs and expenses to the County for any advance payment per the repayment schedule below:

Advance Funding Reimbursement/Repayment Plan
CP 26-54 Inver Grove Heights

	Year			
	2018	2019	2020	2021
Repayment	\$0	\$0	\$41,000	remainder

Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 45 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

3. Maintenance. Once the Parcel is in County ownership, the County shall seed the portions of these areas that are currently exposed soil with an appropriate vegetative ground cover. Until such time that the County initiates a public road improvement over these areas, the City shall be responsible maintenance activities of the Parcel to City Code.

4. Authorized Representatives. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to administer this Agreement, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing board or council. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY:

Dakota County
Mark Krebsbach
County Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY

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

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

5. Termination. This Agreement shall be superseded and terminated by the joint powers agreement between the parties for the design, right of way acquisition and construction of the project. In addition, either party may terminate this Agreement by giving thirty (30) days' written notice of its intent to terminate to the other party. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination, including the obligation to share costs agreed to prior to the effective date of termination.

6. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

7. Effective Date. This Agreement will be effective upon execution by duly authorized officials of each governing body.

8. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this

Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents, if applicable. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

9. Acts of Employees. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City and any and all claims made by any third party as a consequence of any act or omission on the part of City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

10. Independent Contractor Status. Nothing in this agreement is intended to or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employers or agents of the other party, in connection with activities performed pursuant to this agreement.

11. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the City and the County relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

12. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the project; whether written or oral.

SIGNATURE PAGE TO FOLLOW]

N:\Highway\Agreements\2016\63-27 IGH C0026524.docx

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

City Public Works Director

By _____
Mayor

(SEAL)

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

County Engineer

APPROVED AS TO FORM:

Assistant County Attorney / Date

KS- _____

By: _____
Physical Development Director

Date: _____

COUNTY BOARD RESOLUTION:

No: 18-____ Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Reconstruction and Street Lighting

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SST

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

Resolution accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Reconstruction and Street Lighting.

SUMMARY

On September 25, 2017, the City Council received a petition from the Atwater Path neighborhood and a feasibility report was ordered on May 14, 2018. Eleven of the twenty-two landowners signed the petition.

A proposal for the preliminary engineering services was requested from a member of the City's municipal consulting engineer pool. The proposal to complete engineering services on the project from Bolton & Menk, Inc. dated May 21, 2018 in the amount of \$99,083.00 was reviewed by staff. This proposal includes surveying, feasibility study, design, bidding and construction services.

The Engineering Division recommends that the proposal from Bolton & Menk, Inc. be accepted based on their project approach, their understanding of the project scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's street standards.

Staff recommends that the City Council adopt the resolution accepting the Bolton & Menk, Inc. proposal dated May 21, 2018 in the amount of \$99,083.00 for City Project No. 2018-09D – Atwater Path Reconstruction and Street Lighting.

TJK/kf

Attachments: Resolution
 Proposal
 Project map
 Petition

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

**RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM
BOLTON & MENK, INC. FOR CITY PROJECT NO. 2018-09D – ATWATER PATH RECONSTRUCTION
AND STREET LIGHTING**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights received a valid petition signed by the owners of eleven of twenty-two properties seeking improvements to the streets along with the installation of local street lights in the Atwater Path neighborhood; and

WHEREAS, at the May 14, 2018 Council meeting the Council ordered the preparation of a feasibility report for City Project No. 2018-09D – Atwater Path Reconstruction; and

WHEREAS, the City requested professional engineering services and received a proposal from a member of its municipal engineering consulting pool for City Project Nos. 2018-09D; and

WHEREAS, the proposal from Bolton & Menk, Inc. provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City and provided a reasonable cost (\$99,083) for the proposed services.

NOW, THEREFORE, BE IT RESOLVED that City Council of Inver Grove Heights receives and accepts the proposal from Bolton & Menk, Inc. and authorizes staff to execute an agreement in accordance with the professional engineering services proposal dated May 26, 2018 in the amount of \$99,083 for the requested work.

Approved by the City Council of Inver Grove Heights this 29th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

May 21, 2018

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

Re: Atwater Path Street Reconstruction Project
Professional Services Proposal

Dear Mr. Kaldunski:

The City of Inver Grove Heights has initiated the Atwater Path Reconstruction Project in response to a petition received from the property owners within the neighborhood. This project will revitalize essential infrastructure by restoring the roadway and subsurface utilities to City-standard. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are cost-effective, practical, and long-lasting. Our approach to engineering services makes your priorities our priorities. We listen to your needs and challenges and create solutions that work for the City of Inver Grove Heights. We believe you find outstanding value in our approach to the Atwater Path Street Reconstruction Project for the following reasons:

Local Expertise

Inver Grove Heights values relationships with their consultants and desires a project team that is familiar with the City and its residents. Through a decade's worth of successful projects with the City, Bolton & Menk has worked hard to build lasting relationships with City staff, local stakeholders, and the community as a whole. Our knowledge of the City and their standard details and practices will ensure a successful project.

Project Familiarity

The Project Team we have assembled is very familiar with residential street reconstruction projects. We understand the complexities and intricacies of designing a project that will be constructible, cost-effective, and with the least impacts to homeowners. Our understanding of the residential street reconstruction process will ultimately save on City staff time and resources.

Creative Solutions

Every project faces unique challenges. As such, each project requires its own creative solutions. Bolton & Menk takes pride in working with City staff to identify opportunities to use new or different approaches to solve problems. We will work as a partner with the City on this project to think outside the box while delivering a successful project.

Name: Tom Kaldunski, P.E.
Date: May 18, 2018
Page: 2

Project Schedule

We are committed to following a Project Schedule that meets and exceeds the City's expectations. Through conversations with City staff, we understand the Project Schedule will need to follow standard Minnesota Statute Chapter 429 rules and will be approximately as follows:

Contract Authorization, Order Feasibility Report*	May 28, 2018
Feasibility Report Open House	June 2018
Receive Feasibility Report, Call for Improvement Hearing*	July 9, 2018
Improvement Hearing Open House	July 2018
Improvement Hearing, Order Plans and Specifications*	August 27, 2018
Approve Plans and Specifications, Authorize Bidding*	November 26, 2018
Bid Opening	December 20, 2018
Assessment Hearing Open House	January, 2019
Assessment Hearing, Award Project*	February, 2019
Begin Construction	May, 2019
Substantial Completion	September, 2019

* Denotes Council Action

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, P.E.
Project Manager



Brian Hilgardner, P.E.
Principal

George Tourville
Mayor, City of Inver Grove Heights

Michelle Tesser
City Clerk, City of Inver Grove Heights

DETAILED WORK PLAN

Bolton & Menk understands the importance of achieving the desired outcome of each of the following tasks on time and within budget. We are committed to facilitating a successful process for the City of Inver Grove Heights' Atwater Path Reconstruction Project. We will put special emphasis on working with city staff to ensure the project's success. A summary of our approach to key project elements is outlined in the task descriptions below.

Task 1: Topographic Survey

Objective: Create a base map identifying above- and below-ground features in electronic format. This base map will be used as the basis for final design.

Description: Gather pertinent field information on city infrastructure, adjacent buildings, right-of-way, contours, and private small utilities. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Manhole reports will also be completed for located manholes and catch basins. Right-of-way and property lines will be illustrated based on found field monumentation and plat information received from the city.

Deliverables: *Topographic survey information and a digital copy of the base map*

Task 2: Preliminary Design / Feasibility Study

Objective: Develop preliminary layout of desired improvements, preliminary engineer's estimate; identify issues or risks to the project's success requiring greater exploration during final design and communicate these elements to the project stakeholders.

Description: Preliminary design will be performed in coordination with city staff to determine if the project is necessary, feasible, and cost effective. We will evaluate and include in the feasibility report a comparison of two different street widths and their associated costs. The feasibility report will also include discussion of potential water quality Best Management Practices.

Deliverables: *City staff will be provided the feasibility study in advance of its required submittal to the city council, at which time staff may comment on the*

preliminary plans; final feasibility study will be submitted to council with any city comments addressed

Task 3: Design

Subtask 3.1 Existing Plans

Objective: Prepare a base plan for use in final design.

Description: Prepare a base plan identifying locations and elevations of all physical features, right-of-way, and existing profiles in Auto CAD Civil 3D format.

Deliverables: *Base plan for review and verification*

Subtask 3.2 Final Design

Objective: Complete final design.

Description: Final plans and specifications will be prepared in coordination with city staff. Major design components will include the following:

- Roadway alignment and width
- Profiles and intersection layout with curb and gutter elevations
- Cross-sections at 50-foot intervals, driveways, and critical design locations
- Existing location and elevations of all existing utilities
- Storm sewer analysis; this includes discussions with governing agencies and city staff on the proper stormwater management plan for the developed area
- Integration of Dakota County's 10-step utility coordination process into project design to identify necessary replacement and/or relocation of private utilities (including electric, gas, telephone, cable TV, etc.)
- Work with public works staff to review sanitary sewer for locations of replacements, repairs, or lining
- Work with public works staff to review the condition of the existing watermain and propose improvements as necessary
- Preparation of the Stormwater Pollution Prevention Plan (SWPPP), including plan sheets and specifications
- Preparation of statement of estimated quantities including street, utilities, and miscellaneous construction items, all consistent with the city's Standard Specifications, specifically the city's method of measurement and payment

Deliverables: Final Plans and Specifications

Subtask 3.3 Private Utility Coordination

Objective: Coordinate with private utility stakeholders throughout the project.

Description: Hold private utility coordination meetings during preliminary design, final design, and construction. Adjust designs where appropriate to avoid major utility conflicts. Work with private utility owners to adjust or relocate facilities when necessary.

Deliverables: *Not applicable*

Subtask 3.4 Contract Documents

Objective: Prepare contract documents based on city standards.

Description: Bolton & Menk will work with city staff to prepare the overall contract documents for bidding and construction purposes. Documents will include the following:

- Plans
- Standard city specifications
- Standard city details
- Special provisions for street and utility construction
- Bidding schedule

Deliverables: Hard copy and electronic copy of final plans and specifications

Subtask 3.5 City Review

Objective: Submit plans to City for review.

Description: Work with city staff to submit multiple copies of plans and specifications for final city staff approval.

Deliverables: *Preliminary and final plans at 50%, 95%, and 100% complete stages; statement of estimated quantities; and meeting notes from all design review with city staff*

Subtask 3.5 Permit Applications

Objective: Obtain approval on all required permits.

Description: We will prepare permit applications, secure city signature, and submit to governing agencies. Permit fees will be paid for by the city.

Deliverables: Copies of all submitted permits, including cover letters

Subtask 3.6 Opinion of Probable Construction Costs

Objective: Prepare opinion of probable construction cost.

Description: Using past City of Inver Grove Heights bid information, current contractor pricing, overall knowledge of the city, local contractors, and site conditions, we will prepare an opinion of probable construction cost.

Deliverables: Electronic and hard copy of opinion of probable cost

Task 4: Bidding Administration

Subtask 4.1 Advertisement for Bids

Objective: Advertisement for bids.

Description: Bolton & Menk will prepare and City staff will submit to required publications.

Deliverables: Not applicable

Subtask 4.2 Plan Distribution

Objective: Distribute plans to potential bidders.

Description: We will upload plans for electronic distribution to Quest CDN and prepare hard copies to those who request them.

Deliverables: Electronic and paper copies of plans and specifications

Subtask 4.3 Bidding Questions

Objective: Answer all bidders' questions.

Description: We will answer all written and verbal questions from potential bidders.

Deliverables: Not applicable

Subtask 4.4 Addenda

Objective: Prepare addenda.

Description: Prepare addenda for distribution.

Deliverables: Bid abstract

Subtask 4.5 Bid Opening and Tabulation

Objective: Assist the city with bid opening.

Description: We will attend the bid opening and tabulate bids.

Deliverables: Bid abstract

Subtask 4.6 Award Recommendation

Objective: Award contract to contractor.

Description: We will prepare the letter of award recommendation.

Deliverables: Letter of Award

Task 5: Meetings/Public Involvement

Subtask 5.1 Project Progress Meetings

Objective: Meet with city staff to discuss project.

Description: Meetings will be held to discuss key issues and determine the appropriate project scope.

Deliverables: Meeting agendas and meeting minutes

Subtask 5.2 Public Informational Meetings (3)

Objective: Engage the public and provide a forum for valuable project discussion.

Description: We will work with city staff to hold public informational meetings and attend neighborhood meetings to identify key project issues and concerns from residents and businesses. This information will be incorporated into the design. Public informational meetings will be held at these project milestones:

- Feasibility Report Consideration
- Improvement Hearing Consideration
- Assessment Hearing Consideration

We have included several key elements in our plan that will be essential in conveying information and building support. We will use high quality graphics to help explain complex elements such as trends and future visions. We believe informational graphics are key to helping non-technical people understand technical issues and the implications of various decisions.

Deliverables: Copies of meeting notes and any necessary project analysis

Task 6: Construction Services

Subtask 6.1 Construction Staking

Objective: Complete necessary construction staking.

Description: Survey crews will complete construction staking on the following features:

- Construction limits
- Grading
- City utilities
- Concrete curb and gutter
- Signage
- Miscellaneous infrastructure features

Deliverables: Construction stakes and documentation of all survey points installed

Subtask 6.2 Record Drawings

Objective: Final record drawings.

Description: We will survey the final improvements and prepare record drawings in electronic format. All final project documents will be conveyed to the city including survey points in a form compatible with AutoCad Civil3D.

Deliverables: Electronic and paper drawings

Detailed Fee Estimate

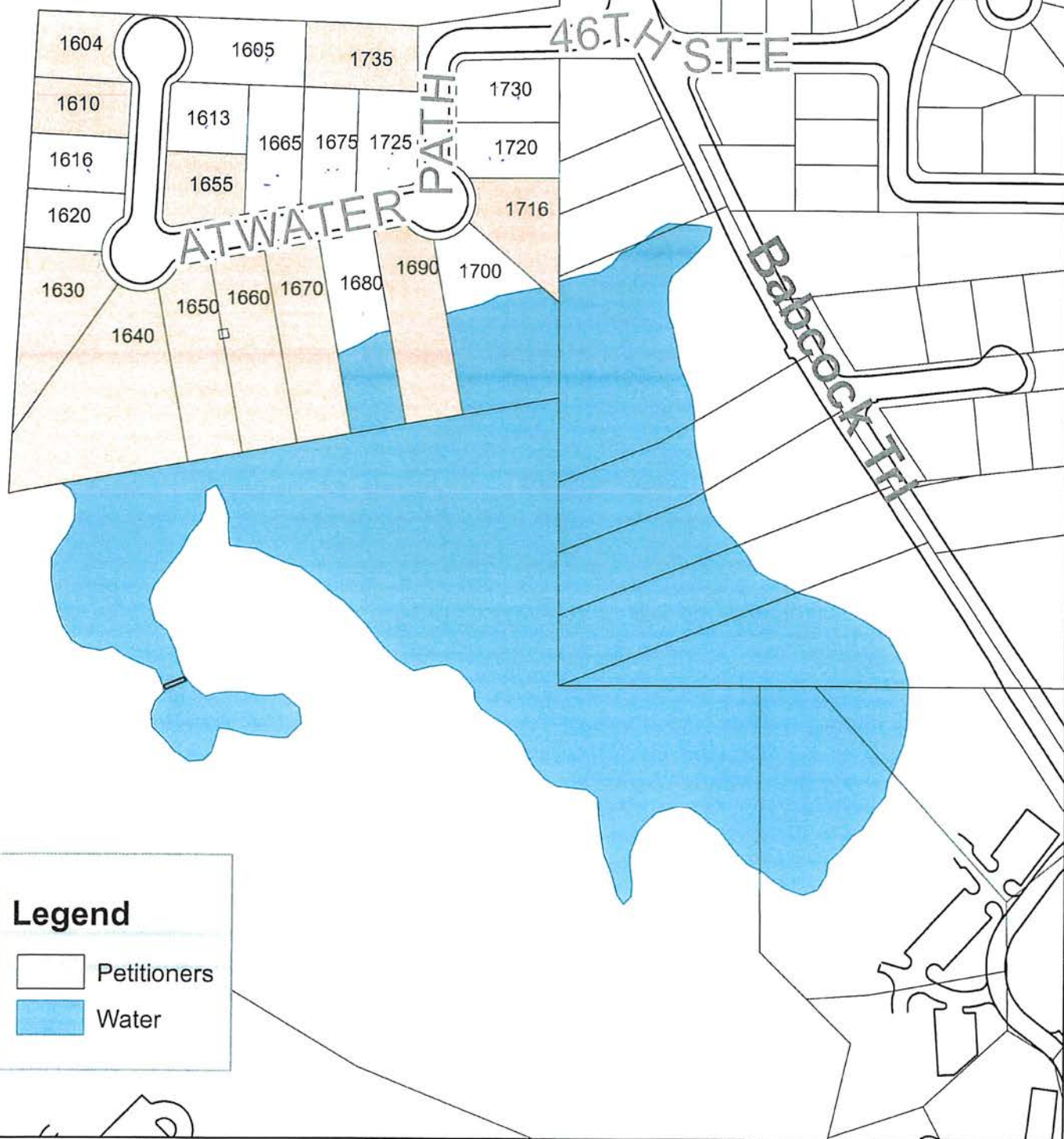
PROJECT DEVELOPMENT, DESIGN, AND CONSTRUCTION SERVICES

Client: City of Inver Grove Heights Project: Atwater Path Street Reconstruction		Bolton & Menk, Inc.								
Task No.	Work Task Description	Principal In Charge	Project Manager	Design Engineer	Water Resources Engineer	Project Surveyor	Survey Technician	Survey Crew	Total Hours	Total Cost
1.0	Topographic Survey	0	0	0	0	7.5	17	42	66.5	\$8,458
2.0	Preliminary Design and Feasibility Study	10	70	70	5	0	0	0	155	\$19,400
3.0	Design	8	109	209	36	0	0	0	362	\$43,845
4.0	Bidding Administration	2	20	6	0	0	0	0	28	\$3,620
5.0	Meetings and Public Involvement	12	12	8	0	0	0	0	32	\$4,460
6.0	Construction Services*	0	48	0	0	8	13	64	133	\$17,340
7.0	Project Close-Out	0	8	8	0	0	0	0	16	\$1,960
Total Hours		32	267	301	41	15.5	30	106	792.5	
Average Hourly Rate		\$165.00	\$130.00	\$115.00	\$120.00	\$145.00	\$100.00	\$135.00		
Subtotal		\$5,280	\$34,710	\$34,615	\$4,920	\$2,248	\$3,000	\$14,310		
Total Fee									\$99,083	

*Assumes 4 hours per week project administration for 12 weeks

*Includes Construction Staking

Atwater Path Petition Map



Petition

The residents of Atwater Path would like to have street lights installed and a new road.

We understand that there may be some assessments.

Name	Address	Phone
Peggy Schmut	1690	612 990-293
Larry Nis	1640	651-455-4335
Janet Rish	1630	612-500-7734
Theresa Warr	1650	651-366-7212
Pat Houghton	1735	651-455-2207
Lerie C. Mohmquist	1670	651-552-7496
Karen Vanasek	1660	651-450-6203
MARIA PORT	1604	612-423-0175
Angel Starr	1610	612-991-6105

Petition

The residents of Atwater Path would like to have street lights installed and a new road.

We understand that there may be some assessments.

Name

Address

Phone

Jim Sexton	1655 Atwater Path	651 451 9490
Nancy Jewell	1716 Atwater path	651-485-9892

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal Amendment No. 1 and Amendment No. 2 from SRF Consulting Group, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: May 29, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDA

	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal Amendment No. 1 and Amendment No. 2 from SRF Consulting Group, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

On April 5, 2018, Council approved a contract with SRF Consulting Group, Inc. for design and construction engineering services in the amount of \$68,900 to extend lateral sewer and water mains from Broderick Boulevard to the Fire Station No. 2 property.

The engineering services for fiber optic improvements for City Project No. 2018-11 were not considered in the original proposal; therefore, SRF Consulting Group, Inc. is submitting Amendment No. 1 for engineering services for City Project No. 2018-11 in an amount of \$10,800. Amendment No. 2 is for feasibility report preparation and additional engineering services for City Project No. 2018-08, sewer and water improvements, in an amount of \$22,700. The total for both amendments is \$33,500.

I recommend approval of the resolution authorizing the City to enter into an agreement with SRF Consulting Group, Inc. in the amount of \$33,500 for additional engineering services for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fiber Optic Improvements.

SWD/kf

Attachments: Resolution
 Amendment No. 1
 Amendment No. 2

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING PROPOSAL AMENDMENT NO. 1 AND AMENDMENT NO. 2 FROM SRF
CONSULTING GROUP, INC. FOR CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND
WATER IMPROVEMENTS AND CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on April 5, 2018, SRF Consulting Group, Inc. submitted a proposal for design and construction engineering services for providing sewer and water main improvements to service the Fire Station No. 2 property and added MUSA area for City Project No. 2018-08; and

WHEREAS, SRF Consulting Group, Inc. has submitted Amendment No. 1 to their proposal for additional engineering services to include City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements; and

WHEREAS, SRF Consulting Group has submitted Amendment No. 2 to their proposal for additional engineering services beyond the original scope of the project for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements; and

WHEREAS, SRF Consulting Group Inc. is in the City's Consultant Pool and familiar with the project as the civil engineering firm selected for the Fire Station No. 2 project.

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

1. Amendment No. 1 dated May 18, 2018 from SRF Consulting Group, Inc. for engineering services for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements in the amount of \$10,800 is hereby approved.
2. Amendment No. 2 dated May 18, 2018 from SRF Consulting Group, Inc. for additional engineering services for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements in the amount of \$22,700 is hereby approved.
3. Staff is authorized to enter into the Amendments No. 1 and No. 2 with SRF Consulting Group, Inc.
4. Funding for the work will be provided from the Fire Station No. 2 project funds.

Adopted by the City Council of Inver Grove Heights this 29th day of May 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



SRF 10970.02 (w/ 10970.01)

May 18, 2018

Mr. Scott Thureen – Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651.450.2571
sthureen@invergroveheights.org
<http://www.ci.inver-grove-heights.mn.us>

Subject: **Contract Amendment #1 – Conduit for Fiber Optic
Fire Station No. 2 Sewer and Water Improvements – Inver Grove Heights, MN
City Project No. 2018-11 (Associated with City Project No. 2018-08)**

Dear Mr. Thureen:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this amendment to provide professional services, as described below. This amendment adheres to the terms and conditions per the original contract, noted as **Fire Station No. 2 Sewer and Water Improvements – Inver Grove Heights, MN, Dated 04-04-2018(authorized on 04-09-2018)**.

Amendment

Amendment #1 – Conduit for Fiber Optic

- Add conduit for fiber optic to current Fire Station No. 2 Sewer and Water Improvement project, feasibility study, and related memos. No installation of the fiber optic cable.
- Coordinate conduit design with Dakota County Broadband & City of Inver Grove Heights.
- Attend up to 4 meetings(phone or in-person), for design, coordination, and construction.
- Implement conduit design and details into Fire Station No. 2 Sewer and Water Improvement plans and contract documents for construction.
- Assist with conduit construction administration involving Request for Information, Change Orders, Product Submittal/Shop Drawings Review and Approval, and one Substantial Completion
- Construction staking of conduit location with other project elements, as needed.
- Provide conduit as-built survey and plan documentation with other project utilities.
- Conduit Project Reimbursable Expenses – Mileage to meetings/job site, printing, mailings, couriers. Application/permit fees not included.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

Contract Summary

The overall project contractual summary is as follows:

Amendment #1 – Conduit for Fiber Optic	\$ 10,800.00
<u>Original Contract (Previous)</u>	<u>\$ 68,900.00</u>
Total Authorized Amount	\$ 79,700.00

Acceptance

A signed copy of this amendment, mailed or emailed to our office, will serve as acceptance of these additional services.

Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.


Michael P. McGarvey, PLA, ASLA, LEED AP
Principal


Paul D. Schroeder, PLA, ASLA, LEED AP
Senior Associate/Site Development Leader

MPM/pds

Approved

CITY OF INVER GROVE HEIGHTS

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.



SRF 10970.01

May 18, 2018

Mr. Scott Thureen – Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651.450.2571
sthureen@invergroveheights.org
<http://www.ci.inver-grove-heights.mn.us>

Subject: **Contract Amendment #2 – Feasibility Study and Assistance
Fire Station No. 2 Sewer and Water Improvements – Inver Grove Heights, MN
City Project No. 2018-08**

Dear Mr. Thureen:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this amendment to provide professional services, as described below. This amendment adheres to the terms and conditions per the original contract, noted as **Fire Station No. 2 Sewer and Water Improvements – Inver Grove Heights, MN, Dated 04-04-2018(authorized on 04-09-2018).**

Amendment

Amendment #2 – Feasibility Study and Assistance

- Feasibility Study for Fire Station No. 2 Sewer, Water, and Conduit for Fiber Optic.
- Memo – New Fire Station Utility Extension Evaluation, for open trench versus directional bore for parking lot, along with watermain connection and fiber optic options.
- Broderick Boulevard improvements coordination, utility stubs, and change order plans.
- 9015 Broderick Blvd parcel coordination and assistance for impacts, easements, and new school improvements.
- Project public information meeting powerpoint presentation development and coordination.
- Attendance at up to 4 meetings involving New School Improvements(2), Project Public Informational Meeting, and City Council Meeting
- Geotechnical assistance, on behalf of the City, in soliciting proposal, proposal review/comment, project coordination, and provide additional information.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

Contract Summary

The overall project contractual summary is as follows:

Amendment #1 – Conduit for Fiber Optic	\$ 10,800.00
Amendment #2 – Feasibility Study and Assist.	\$ 22,700.00
<u>Original Contract (Previous)</u>	<u>\$ 68,900.00</u>
Total Authorized Amount	\$ 102,400.00

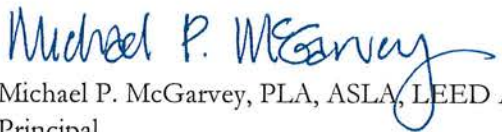
Acceptance

A signed copy of this amendment, mailed or emailed to our office, will serve as acceptance of these additional services.

Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Michael P. McGarvey, PLA, ASLA, LEED AP
Principal



Paul D. Schroeder, PLA, ASLA, LEED AP
Senior Associate/Site Development Leader

MPM/pds

Approved

CITY OF INVER GROVE HEIGHTS

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

H:\Projects\10000\10970_ProjectManagement\Budget Revisions\Util - Amend#2 - Feasibility Study and Assistance\10970.01 SRF Amendment #2 Feasibility Study and Assistance - IGH Fire Station Utilities - Inver Grove Heights - 20180518.docx

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Temporary Construction Easement Agreement on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: May 29, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572 *TK*

Prepared by: Steve W. Dodge, Assistant City Engineer

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

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving Temporary Construction Easement Agreement on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements

SUMMARY

Staff has worked with the affected owner, Inver Grove ISD LLC (Interstate Development) for a temporary easement agreement to extend sanitary sewer, watermain, and fiber optic improvements to the proposed Fire Station No. 2 project and added MUSA.

This temporary easement is necessary in order to extend the sewer, water and fiber optic improvements out of the Broderick Boulevard right-of-way to avoid future impacts to the newly constructed and restored Broderick Boulevard. The contractor for City Project No. 2015-09D – Broderick Boulevard Area Reconstruction has begun phase 2 in the project adjacent to Interstate Development property (proposed school) and is in position to extend the utilities.

Staff recommends approval of the attached resolution approving the Temporary Construction Easement Agreement on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SWD/kf

Attachments: Resolution
Plan sheet
Agreement

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

**RESOLUTION APPROVING RESOLUTION APPROVING TEMPORARY CONSTRUCTION,
SLOPE AND GRADING EASEMENT AGREEMENT ON LOT 1, BLOCK 1, ARBOR POINTE
11TH ADDITION FOR CITY PROJECT NOS. 2018-08 – FIRE STATION NO. 2 SEWER AND
WATER IMPROVEMENTS AND 2018-11 – FIRE STATION NO. 2 FIBER OPTIC
IMPROVEMENTS**

WHEREAS, on May 29, 2018, a public hearing was held and City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements was ordered by City Council; and

WHEREAS, the contractor for City Project No. 2015-09D – Broderick Boulevard Area Reconstruction is performing street and utility work adjacent to the Interstate Development property (proposed school) and is uniquely positioned to extend sanitary sewer, water main and fiber optic conduit out of the Broderick Boulevard right-of-way in order to avoid future impacts to new construction; and

WHEREAS, as a part of City Project Nos. 2018-08 and 2018-11, the owner of Lot 1, Block 1 Arbor Pointe 11th Addition has agreed to a Temporary Construction, Slope and Grading Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project Nos. 2018-08 and 2018-11, the property owner of Lot 1, Block 1, Arbor Pointe 11th Addition and the City of Inver Grove Heights hereby agree to the terms and conditions as outlined in the Temporary Construction Easement Agreement.
2. The City agrees to replace disturbed areas of the property in-kind.
3. The City has negotiated the replacement of disturbed area in lieu of a cash contribution. The cost of the temporary easement acquisition will be funded through the Fire Station No. 2 funds.

Adopted by the City Council of the City of Inver Grove Heights this 29th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Temporary Easement**”) is made, entered into and effective this 29th day of May, 2018 (the “**Effective Date**”), by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City” and Inver Grove ISD LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”).

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its agents and contractors, a temporary non-exclusive easement for the purposes of constructing and installing those certain sanitary sewer, water and fiber optic utility lines and appurtenances thereto (the “**Work**”) described in the plans identified on Exhibit A attached hereto and made a part hereof (the “**Plans**”), on, over, through, upon and under certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, hereinafter described and referred to as the “**Temporary Easement Area.**” The Temporary Easement Area is legally described and depicted on Exhibit B attached hereto and made a part hereof.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Temporary Easement Area 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, 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 City hereby agrees to restore the Temporary Easement Area and any portion of the Landowner's property damaged or disturbed during the use of the Temporary Easement to the same or better condition that existed prior the conduct of the Work, including without limitation, soil compaction, the replacement of any asphalt or other parking lot improvements, signage, curb, gutter, landscaping, parking lot striping or lighting (the "**Restoration**"). The City (or its agents or contractors) shall maintain public liability insurance during the performance of the Work and the Restoration insuring against loss, damage or injury resulting from the performance of the Work or the Restoration. The Work and the Restoration shall be completed on or before August 15, 2018 (the "**Termination Date**")

The Landowner, for itself and its successors and assigns, does hereby covenant with the City, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall terminate on the completion of the Work and the Restoration, but in no event later than the Termination Date. The City and Landowner acknowledge that Landowner's property will be opened in the fall of 2018, as an intermediate school, and that the Work and Restoration may be undertaken simultaneously with Landowner's construction activities to retrofit the building on Landowner's property for such purpose. Landowner and City agree to cooperate with the other in the conduct of their respective construction activities and that each will provide an on-site contact person for such coordination. City will be responsible to take all necessary safety measures to prevent access to any open trenches or material stockpiled in the Temporary Easement Area.

This Temporary Easement Agreement shall not be recorded, and may only be amended by a written agreement between the Landowner and the City. This Temporary Easement may be executed in any number of counterparts and transmitted electronically, which shall constitute an original and legally binding instrument.

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

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement as of the Effective Date.

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 29th day of May, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
INVER GROVE ISD LLC**

By: _____
Lonnie Provencher
Its: President

STATE OF _____)
)
COUNTY OF MINNESOTA) ss.

On this ____ day of May, 2018, before me a Notary Public within and for said County, personally appeared Lonnie Provencher, to me personally known, who being by me duly sworn, did say that he the President of Inver Grove ISD LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Inver Grove ISD LLC by authority of the Board of Governors of Inver Grove ISD LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
THE PLANS

The “Plans” means the attached Sanitary Sewer & Water Plan & Profile prepared by SRF Consulting Group, Inc. dated May 22, 2018 and revised on May 23, 2018.

[to be inserted]

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for the purposes of grading, sloping, re-contouring, filling, excavation, and construction purposes for temporary extensions of water lines, sanitary sewer lines and fiber optic lines over, under, through, across and upon that portion of Lot 1, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota described as follows:

Commencing at the Southeast corner of said Lot 1; thence Northwesterly along the Northeast line of Lot 1 on an assumed bearing of North 51 degrees 40 minutes 34 seconds West, 219.67 feet to the point of beginning of said easement; thence South 38 degrees 35 minutes 38 seconds West, 75.00 feet; thence North 51 degrees 28 minutes 39 seconds West, 100.00 feet; thence North 38 degrees 35 minutes 38 seconds East, 75.00 feet; thence South 51 degrees 28 minutes 39 seconds East, 100.00 feet to the point of beginning.

[illegible]

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****CONSIDER BID PROPOSAL TO PURCHASE PROPERTY AT 5039 BRENT AVENUE**

Meeting Date: May 29, 2018
 Item Type: Consent
 Prepared by: Carrie Isaacson, Admin Services Coordinator
 Contact: Joe Lynch, City Administrator
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: City Council to consider an offer made from a bid proposal on city-owned real estate property located at 5039 Brent Avenue, Inver Grove Heights.

SUMMARY: The City of Inver Grove Heights owns a parcel of real estate that was purchased by the City in 2017 as a hazardous property. The building was demolished and the land was razed to make it ready for single-family use. Therefore, the property is no longer needed for public use.

At the February 12, 2018 Council meeting, Council authorized the advertisement and solicitation for bids for the sale of property at 5039 Brent Avenue. The bid process was effective on February 13, 2018, with final offers accepted until February 28, 2018. The City did not receive any bids for purchase. The property was then re-opened for bid, this time notices were placed on the City's website and Facebook page, with a new deadline for final offers accepted until April 30th, 2018. The City still did not receive any bids for purchase. Then on May 3, 2018, the City received one bid offer from Richard (Dick) H. Braun, residing at 2471 Angell Road, Sunfish Lake, MN 55118, with a purchase price of \$20,000.00.

The 2018 Tax Exempt Land Value of the property is listed by Dakota County at \$47,600.00. However, due to the square footage of land that is useable for construction (approx. 40 feet) out of the 62 feet (0.18 acres), Mr. Braun evaluated the property at \$20,000.00 when considering comparable properties of the same size in that area. Given this bid is the only offer the City has received since purchasing the property, the City recommends acceptance and approval of Mr. Braun's offer. Upon acceptance and approval, the seller agrees to pay the City the sum of 10% of the purchase price as earnest money (\$2,000.00), with the remaining amount of \$18,000.00 due at the closing date. Mr. Braun has requested the closing date be on Friday, June 15, 2018, pending the title company is available on the same date.

The revenue from the sale of this real estate property will be credited back to the General Fund.

Copies of comparable land size and value in that area are attached for review.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 3 day of MAY, 2018, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

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

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

1.3 Buyer. Buyer shall mean Richard H. Braun And/or assigns, [husband and wife, a single person, a Minnesota corporation, partnership or limited liability company].

1.4 Closing Date. Closing Date shall mean on or before April 26, 2018. All references to "Closing" shall have the same meaning as "Closing Date." JUNE 15, 2018 RHB

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

- a. A general Warranty Deed to be signed by Seller subject to Permitted Encumbrances.
- b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.
- c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.
- d. Satisfaction of all existing mortgages and security agreements.

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

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

- a. All Warranties And Representations in this Agreement shall be as of and at the time of Closing with the same effect as if those representations and warranties had been made at and as of such time.
- b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the Closing, and

shall certify in such detail as Buyer may specify to the foregoing effect.

- c. At the Closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.
- d. All legal matters in connection with the performance of Buyer of its obligations under this Agreement shall be reasonably satisfactory to counsel for Seller.

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

- a. building and zoning laws, ordinances, state and federal regulations;
- b. street and roadway easements of record;
- c. utility and drainage easements which do not interfere with improvements to the premises of record;
- d. easements, restrictions and reservations of record, if any;
- e. reservation of any mineral or mineral rights to the State of Minnesota;
- f. easements reserved in favor of the City of Inver Grove Heights for drainage and utility purposes;
- g. any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land and that are not shown in public records.
- h. reservation to the City of standard drainage and utility easements along the boundaries of the Real Property, to be reserved at Closing.
- i. The Real Property shall be subject to a use restriction that use of the Real Property shall be only for the construction, use and occupancy of a single family residential dwelling and associated accessory uses and accessory structures allowed by the City's zoning code.

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

1.10 Purchase Price. Purchase Price shall mean the total sum of \$ 20,000.00

1.11 Real Property. Real Property shall mean that certain tract of land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest

of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

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

- a. At Closing Date, Seller will be lawfully seized in fee simple of the Real Property and have the right to convey to Buyer fee simple title to the Real Property in accordance with the laws of the State of Minnesota, subject to the Permitted Encumbrances.
- b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.
- c. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement, and the consummation of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.
- d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.
- e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

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

- to Seller the sum of 10% of the Purchase Price as earnest money payable upon

acceptance of Buyer's offer to purchase Property.

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

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

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

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

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

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

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

- a. A title insurance commitment in the full amount of the purchase price in lieu of an abstract of title. If Buyer is to receive an owner's title insurance policy, Seller shall pay the entire cost of the title insurance commitment and Buyer shall pay the premium for the owner's title insurance policy.
- b. Within two (2) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as

may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.

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

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

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

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

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

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

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

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

Section 16. NOTICES. Any Notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Seller:

City of Inver Grove Heights
c/o City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Buyer:

Richard H. Braun and/or Assigns
2471 Angell Rd.
Sunfish Lake, MN 55118

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

Section 17. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 18. MISCELLANEOUS.

- a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b. All modifications to this Agreement must be in writing and signed by the parties hereto.
- c. The parties hereto agree that all of their respective representations and warranties,

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

- d. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
- e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- f. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- h. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

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

BUYER:



SELLER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

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

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn,
Dakota County, Minnesota.

(Abstract Property)

Lots & Land Property Full

Property Full Display, Lots & Land, MLS #: 4781240

339 5th Ave S, South Saint Paul, MN 55075Status: **Sold**List Price: **\$15,900**Sold Price: **\$9,500**Original List Price: **\$15,900**Seller Cont: **\$**

Flat

Front Dimensions: **40**
 Left Dimensions: **125**
 Right Dimensions: **125**
 Rear Dimensions: **40**
 Acres: **0.115**
 Min Lot Size:

TAX INFORMATION

Property ID: 366430009110 Short Format
 Tax Year: 2016
 Tax Amt: \$
 Assess Bal: \$
 Tax w/assess: \$
 Assess Pend: No
 Homestead: No
 Plat Recorded: Y

List Date: **12/06/2016**Received By MLS: **12/06/2016**Days On Market: **145** PDOM: **145**Off Market Date: **08/11/2017**Selling Agent: **Orlando Ponce**Projected Close Date: **10/31/2017**Selling Office: **VSM Real Estate LLC**Date Closed: **09/13/2017****General Property Information**

Legal Description: **Lot 11, Block 9, Riverside Park Addition**
 County: **Dakota**
 Postal City: **South Saint Paul**
 School District: **6 - South St. Paul, 651-457-9400**
 Restrictions/Covts: **Architecture Committee**
 Land Inclusions: **Platted**
 Improvements: **Curbs, Paved Streets, Sidewalks, Storm Sewer**
 Zoning: **Residential-Single**
 Road Frontage: **City, Paved Streets, Curbs, Sidewalks**
 Lot Description: **City Bus (w/in 6 blks)**
 Available Utilities: **Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone**
 On Site Utilities: **Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone**
 Development Status: **Subdivided**
 Farm Type: **Tillable Acres:**
 Soil Type: **Pasture Acres:**
 Crop Type: **Wooded Acres:**

Topography: **Level**
 Out Buildings:
 Agric Water:

Builder Information

Builder Name:

Builder License #:

Builder's Association Membership(s):

Community Name:

Builder Restriction: **Open****Remarks**

Agent Remarks: **Call listing agent for special purchase agreement instructions. Single Family Owner Occupied Home. A \$500.00 participation fee is required above purchase price. Bring your own builder!**

Public Remarks: **Special purchase agreement instructions. Single Family Owner Occupied Home. A \$500.00 participation fee is required above purchase price. Bring your own builder!**

5/3/2018

NorthstarMLS Matrix

Property Full Display, Lots & Land, MLS #: 4782691

154 S 3rd Avenue, South Saint Paul, MN 55075

Status: **Sold** List Price: **\$26,000** Sold Price: **\$19,000** Original List Price: **\$30,000**
Seller Cont: **\$**



00000000



Map Page: 122

Map Coord: E4

Directions:

Highway 52 North to Southview Boulevard, Right on Southview Boulevard, East of Southview Boulevard to 3rd Avenue, Left on 3rd Avenue and North to site.

Front Dimensions: **60**
Left Dimensions: **125**
Right Dimensions: **125**
Rear Dimensions: **60**
Acres: **0.17**
Min Lot Size:

TAX INFORMATION

Property ID: 363255012171 Short Format
Tax Year: 2016
Tax Amt: \$
Assess Bal: \$
Tax w/assess: \$
Assess Pend: No
Homestead: No
Plat Recorded: Y

List Date: 12/16/2016 Received By MLS: 12/16/2016 Days On Market: 432 PDOM: 432
Off Market Date: 02/21/2018
Projected Close Date: 05/31/2018 Selling Agent: Larry Danich
Date Closed: 04/20/2018 Selling Office: Metzen Realty and Associates CO.

General Property Information

Legal Description: Lot 16, Block 12, Hepburn Park
County: Dakota
Postal City: South Saint Paul
School District: 6 - South St. Paul, 651-457-9400
Restrictions/Covts: Architecture Committee
Land Inclusions: For Sale Sign
Improvements: Curbs, Paved Streets, Sidewalks, Storm Sewer
Zoning: Residential-Single

Road Frontage:
Lot Description:
Available Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
On Site Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
Development Status: Subdivided
Farm Type:
Soil Type:
Crop Type:

Tillable Acres:
Pasture Acres:
Wooded Acres:
Topography: Sloped
Out Buildings:
Agric Water:

Builder Information

Builder Name:
Community Name:
Builder Restriction: Open
Builder License #:
Builder's Association Membership(s):

Remarks

Public Remarks:

Financial

Cooperating Broker Compensation

Buyer Broker Comp: 4 % Sub-Agent Comp: 0 % Facilitator Comp: 4 %
Variable Rate: N List Type: Exclusive Right

5/3/2018

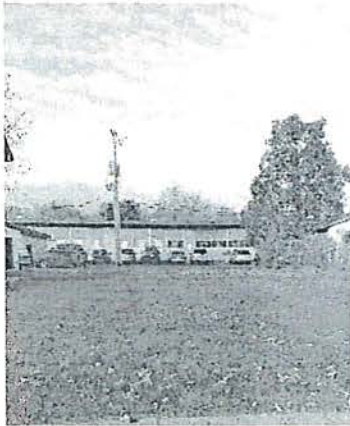
NorthstarMLS Matrix

Property Full Display, Lots & Land, MLS #: 4841624

728 5th Ave S, South Saint Paul, MN 55075

Status: **Pending** List Price: **\$21,900**

Original List Price: **\$21,900**



Flat

SPRINT

Map Page: 136

Map Coord: E1

Directions:

Highway 494 to 7th Avenue exit. East to 5th Avenue. Left on 5th Avenue and North to site.

Front Dimensions: **40**
Left Dimensions: **125**
Right Dimensions: **125**
Rear Dimensions: **40**
Acres: **0.115**
Min Lot Size:

TAX INFORMATION

Property ID: 364600007080 Short Format
Tax Year: 2017
Tax Amt: \$
Assess Bal: \$
Tax w/assess: \$
Assess Pend: No
Homestead: No
Plat Recorded: Y

List Date: 06/12/2017

Received By MLS: 06/12/2017

Days On Market: 198 PDOM: 198

Off Market Date: 03/30/2018

Selling Agent:

Kayelynn Metzen

Projected Close Date: 06/01/2018

Selling Office:

Metzen Realty and Associates CO.

General Property Information

Legal Description: Lot 8, Block 7, LORRAINE PARK
County: Dakota
Postal City: South Saint Paul
School District: 6 - South St. Paul, 651-457-9400
Restrictions/Covts: Architecture Committee
Land Inclusions: Platted
Improvements: Curbs, Paved Streets, Sidewalks, Storm Sewer
Zoning: Residential-Single
Road Frontage:
Lot Description:
Available Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
On Site Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
Development Status: Subdivided
Farm Type:
Soil Type:
Crop Type:
Tillable Acres:
Pasture Acres:
Wooded Acres:
Topography: Level
Out Buildings:
Agric Water:

Builder Information

Builder Name:
Community Name:
Builder Restriction: Open
Builder License #:
Builder's Association Membership(s):

Remarks

Public Remarks:

Financial

Cooperating Broker Compensation

Buyer Broker Comp: 4 % Sub-Agent Comp: 0 % Facilitator Comp: 4 %
Variable Rate: N List Type: Exclusive Right

Sellers Terms: Cash
In Foreclosure?: No
Lender Owned?: No

Lots & Land Property Full

Property Full Display, Lots & Land, MLS #: 4904256

260 19th Avenue S, South Saint Paul, MN 55075Status: **Active** List Price: **\$29,900**Original List Price: **\$29,900**An Offer Has Been Accepted Contingent Upon: **Other**

Map Page: 122

Map Coord: D4

Directions:

Southview Blvd to 19th Ave, South on 19th Ave S to cul-de-sac

Front Dimensions: **60**
 Left Dimensions: **260**
 Right Dimensions: **290**
 Rear Dimensions: **112**
 Acres: **0.42**
 Min Lot Size:

TAX INFORMATION

Property ID: 360280025081 Short Format
 Tax Year: 2017
 Tax Amt: \$13
 Assess Bal: \$
 Tax w/assess: \$13
 Assess Pend: No
 Homestead: No
 Plat Recorded: N

List Date: 02/01/2018

Received By MLS: 02/01/2018

Days On Market: 91 PDOM: 91

General Property Information

Legal Description: 28 28 22 N 290.20 FT OF E 1/2 OF NW 1/4 OF SE 1/4 OF NW 1/4 EX BEG INT N LINE OF SE 1/4 OF NW 1/4 & C/L 20TH AVE S E ON N LINE 217.7 FT S 290.20 FT SW'LY 259.5 FT TO PT ON C/L 20TH AVE S EXT N TO BEG

County: Dakota
 Postal City: South Saint Paul
 School District: 6 - South St. Paul, 651-457-9400
 Restrictions/Covts: Other, None
 Land Inclusions: Platted, Abstract, Topographic Map
 Improvements: Curbs, Paved Streets
 Zoning: Residential-Single
 Road Frontage: City, Paved Streets, Curbs
 Lot Description: Irregular Lot
 Available Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone, Cable T.V.
 On Site Utilities: None
 Development Status: Other
 Fencing: None

Farm Type: None

Tillable Acres:

Topography: Other

Soil Type:

Pasture Acres:

Out Buildings:

Crop Type:

Wooded Acres:

Agric Water: Pond

Builder Information

Builder Name:

Builder License #:

Builder's Association Membership(s):

Community Name:

Builder Restriction: Open

Lake/Waterfront Information

Type: Pond

Lake Acres:

Lake Depth (ft):

Remarks

Agent Remarks: Variance was approved in 2017.

Public Remarks: Great opportunity to build your dream home on this walkout lot. Nearly a half acre with mature trees and large pond. Variance to build has been approved, but may need to be reapplied.

5/3/2018

NorthstarMLS Matrix

Property Full Display, Lots & Land, MLS #: 4782698

150 S 3rd Avenue, South Saint Paul, MN 55075

Status: Pending List Price: \$30,000

Original List Price: \$30,000

Sale Price?



PREMIUM



Flat

Google

Map data ©2018 Google

Map Page: 122

Map Coord: E4

Directions:

Highway 52 North to Southview Boulevard, Right on Southview Boulevard, East on Southview Boulevard, take a left on 3rd Avenue and North to site.

Front Dimensions: 60
Left Dimensions: 125
Right Dimensions: 125
Rear Dimensions: 60
Acres: 0.17
Min Lot Size:

TAX INFORMATION

Property ID: 363255012181 Short Format
Tax Year: 2016
Tax Amt: \$
Assess Bal: \$
Tax w/assess: \$
Assess Pend: No
Homestead: No
Plat Recorded: Y

List Date: 12/16/2016 Received By MLS: 12/16/2016 Days On Market: 451 PDOM: 451
Off Market Date: 03/12/2018 Selling Agent: Cheryl Opegard
Projected Close Date: 04/30/2018 Selling Office: Sunset Realty

General Property Information

Legal Description: Lot 18, Block 12, Hepburn Park
County: Dakota
Postal City: South Saint Paul
School District: 6 - South St. Paul, 651-457-9400
Restrictions/Covts: Architecture Committee
Land Inclusions: For Sale Sign
Improvements: Curbs, Paved Streets, Sidewalks, Storm Sewer
Zoning: Residential-Single
Road Frontage:
Lot Description:
Available Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
On Site Utilities: Electric, Natural Gas, City Water, City Sewer, Storm Sewer, Telephone
Development Status: Subdivided
Farm Type:
Soil Type:
Crop Type:
Tillable Acres:
Pasture Acres:
Wooded Acres:
Topography: Sloped
Out Buildings:
Agric Water:

Builder Information

Builder Name:
Community Name:
Builder Restriction: Open
Builder License #:
Builder's Association Membership(s):

Remarks

Agent Remarks: Call listing agent for special purchase agreement instructions. Single Family Owner Occupied Home. A \$500.00 participation fee above purchase price required. Bring your own builder! Water and sewer stubbed into site.
Public Remarks: Your dream home awaits! Special purchase agreement instructions. Single Family Owner Occupied Home. A \$500.00 participation fee is required above purchase price. Bring your own builder! Water and sewer stubbed into site.

Financial

Cooperating Broker Compensation

Buyer Broker Comp: 4 % Sub-Agent Comp: 0 % Facilitator Comp: 4 %
Variable Rate: N List Type: Exclusive Right

https://matrix.northstarmls.com/Matrix/Printing/PrintOptions.aspx?c=AAEAAAD*****AQAAAAAAAAAARQAQAAAFQAAAAAGAAAAAQ3NJI2BgMAAAABNQYEA AAAA

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Consider Approval for Replacing Tennis Court at Rich Valley Park Miscellaneous Basketball Court Repairs

Meeting Date: May 29, 2018
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Brian Swoboda
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval for replacing 30+ year old tennis court at Rich Valley Athletic Complex located at 1841 105th Street East. Recommended replacement cost shall be funded by the Park Capital Replacement Fund 444. Also, part of the project, three Basketball Courts are due for color surfacing at Sleepy Hollow Park, Ernster Park, and Groveland Park. The basketball surface coloring will be funded by the Park Maintenance Operating Budget. **Recommend hiring Lavine Construction in an amount not to exceed \$100,000.**

SUMMARY

On February 21st 2018 the Inver Grove Heights City Council approved hiring Fred Kolkman, Tennis and Sport Surfaces to provide Design Services for Tennis Court Renovations at Rich Valley Park. Design services included plans, specifications, site survey, construction administration, inspections, and geotechnical investigation.

The City of Inver Grove Heights received two quotes to complete the project as follows:

	Park Capital Replacement Fund 444	Park Maintenance Operating Budget	Total
	Tennis Court	Basketball Court	
Lavine Construction	\$76,450	\$16,500	\$92,950
JJC Outdoors	\$82,576	\$16,500	\$99,076

Upon approval the contractor will have a deadline of September 1st, 2018 to complete the total project.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 29, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Curielli, Melia, Fitness Intern, Worker & Instructor
 Dilla, Grant, Lifeguard
 Johnson, Chad, Park Maintenance Helper
 Sobaszekiewicz, Matthew, Lifeguard
 Steinberg, Nicholas, Park Maintenance Helper
 Sullivan, Cynthia, Fitness Worker & Instructor

Golf Course

Dept 80 – Concessionaire

Dahl, Lisa
 Kermes, James
 Weiland, Charles
 Werden, Joleen

Dept 81 – Starters/Rangers

McDonald, Heather

Dept 83 – Food & Beverage Concessionaires

Barbot, Kyra
 Burr, Elissa
 Hart, Brooklyn
 Jensen, Stephanie
 Johnson, Emma
 Joseph, Jaclyn
 Martin, Mary Beth
 Smith, Kelly

Dept 84 – Outside Services

Foster, Nicholas

Dept 86 – Laborer

Bolles, Marvin

Callstrom, Camden

Conoryea, Travis

Goldade, Matthew

Henseler, Maximilian

Holmes, Cole

Prifrel, Shane

Seeling, Kevin

Seasonal Terminations and/or Resignations:

Hjellming, Gordon, Fitness Instructor

Lacey, Nicole, Fitness Instructor

Sweeney, Logan, VMCC Operations Helper

Wilson, Antone, Fitness Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Ordering City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements, Approving Final Plans and Specifications, and Authorizing Ad for Bid

Meeting Date: May 29, 2018
Item Type: Public Hearing
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

- | | |
|-------------------------------------|---|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Fire Station No. 2 Project Funds |

PURPOSE/ACTION REQUESTED

Public hearing to consider ordering City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and ordering City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements, approving final plans and specifications, and authorizing ad for bid.

SUMMARY

The project was initiated by Council as part of the Capital Improvement Plan. The subject feasibility study was prepared to consider a project to construct City sanitary sewer, watermain and fiber optic conduit from Broderick Boulevard to Fire Station No. 2 and the added MUSA along Courthouse Boulevard.

The estimated total costs for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements is \$1,054,236. The estimated costs for installing conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements is \$54,551. The projects will be funded through the fire station project funds (primarily Capital Improvement Bonds).

A public hearing notice was sent to affected property owners and an information meeting was held on May 22, 2018 with no attendance or feedback. There are no proposed assessments.

It is recommended that the resolution ordering City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements, approving final plans and specifications, and authorizing ad for bid be approved.

SWD/kf

Attachments: Resolution
Exhibit
Plan Title Sheet

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

RESOLUTION ORDERING IMPROVEMENTS FOR CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS AND ORDERING CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS, APPROVING FINAL PLANS AND SPECIFICATIONS, AND AUTHORIZING AD FOR BID

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on May 14, 2018 called for a public hearing on the proposed improvement project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on May 29, 2018, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 29, 2018.
2. The City Attorney is hereby authorized to complete the temporary and permanent easement acquisition by negotiation with the property owners and the Council. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements.
3. Staff is authorized to publish an ad for bid. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
4. Final plans and specifications are hereby approved.
5. The Council authorizes the use of Fire Station No. 2 Project Funds (primarily Capital Improvement Bonds).

Adopted by the City Council of the City of Inver Grove Heights this 29th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Public Sanitary Sewer and
Watermain Extension For
Fire Station and Related Parcels
Sketch
SRF Consulting
2018-05-08

GOVERNING SPECIFICATIONS

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE INSTALLED IN ACCORDANCE TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND PART VI, "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

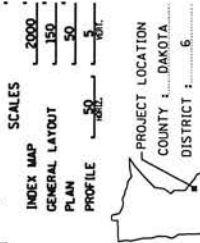
CITY OF INVER GROVE HEIGHTS STANDARD SPECIFICATION FOR UTILITY AND STREET CONSTRUCTION.

SHEET NO.	TITLE SHEET	SHEET DESCRIPTION
1	GENERAL LAYOUT	
2	STATEMENT OF ESTIMATED QUANTITIES	
3	CITY STANDARD PLATES & DETAILS	
4-8	TYPICAL SECTIONS / UNUSUALLY LARGE DETAILS	
9	STAGING AND TRAFFIC CONTROL PLANS	
10	REMOVAL PLANS	
11	STORAGE PLANS	
12-14	CONSTRUCTION PLAN & BESTESTORARY PLAN	
15-19	STORM WATER POLLUTION PREVENTION PLAN	
20-22	SANITARY SEWER & WATER MAIN PLANS AND PROFILES	

[illegible][illegible]

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 0. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

SHEET NO. 1 OF 22 SHEETS



SF

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE	Michael C. Aaron
DATE 05/25/2018	LIC. NO. 25721 PRINT NAME MICHAEL C. AARON

RECOMMENDED FOR APPROVAL _____
CITY ENGINEER, CITY OF INVER GROVE HEIGHTS

SCALES	
INDEX MAP	2000
GENERAL LAYOUT	150
PLAN	50
PROF/1 F	50
	5

PROJECT LOCATION
COUNTY : DAKOTA
DISTRICT : 6

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BEN & SARA WELNA - Case No. 18-18V

Meeting Date: May 29, 2018
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: June 1, 2018 (first 60 days)

SUMMARY

The applicant is proposing to divide a 5.0 acre parcel from an existing 19 acre parcel. Land is located in the Northwest Area Overlay District. Applicant would like to utilize the existing home and accessory buildings to re-establish a hobby farm.

ANALYSIS

At the May 14 meeting, the issue about need for drainage and utility easements was raised by the City Engineer. Council discussed requiring granting of all necessary easements on the entire 19 acre parcel. The item was tabled to provide time for staff to discuss this issue with the landowner. Staff meet with the landowner, Lance Lemieux and the applicant on May 21. The City Engineer has prepared a memo (attached) with a summary of the meeting. Two options arose from the meeting; 1) require all the needed perimeter and regional basin easements over the entire 19 acre parcel at this time, or 2) require all needed perimeter and regional basin easements on the 5.0 acre parcel and get the balance on the remaining 14 acres when development occurs.

RECOMMENDATION

Planning and Engineering Division. The City Engineer's memo provides two options for obtaining the easements.

Attachments: Memo from City Engineer
Resolution approving the Variance
Resolution denying the Variance
Planning Commission Recommendation
Planning Staff Report

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner
FROM: Thomas J. Kaldunski, City Engineer 
DATE: May 22, 2018
SUBJECT: Easement Review – Welna Case No. 18-18V
8580 Alverno Avenue

At the May 14, 2018 Council meeting, the City Council reviewed the variance request to consider dividing a 5-acre parcel from an existing 19-acre parcel. The topic was covered in Item 7B on the agenda. Following Council discussion, the item was tabled at Mr. Welna's request to allow time to have discussions with the landowner and the Engineering Division about easement needs on the site as noted in the Engineering review comments. A meeting with the Landowner, Lance Lemieux, the applicants, Ben and Sara Welna, and City staff was held on May 21, 2018. The following outlines the easements needed for the NWA drainage plan.

5-Acre Parcel

The attached sketch illustrates the easements needed on this proposed parcel. They include a 60-foot-wide easement for a pipe outlet that will flow from Regional Basin EP-107a to Regional Basin EP-071 as illustrated on the attached NWA basin map. This easement will facilitate flows between the two basins when it is constructed in the future. Pipe depths are in the 30-foot range.

In addition, a ten-foot perimeter drainage and utility easement will be installed along the lot lines of the parcels created.

19-Acre Parcel

The original parcel would need all easements identified on the 5-acre parcel plus the following:

- Easement over Regional Basin EP-071
- Easement over Regional Basin EP=107d(F)
- Ten-foot perimeter easements along lot lines
- A 60-foot-wide easement for the pipe outlet between Basin EP-071 and EP107a
- If a house is built on this parcel, a custom grading agreement will be required per City Code and all easements will be required at that time
- If a development proposal for higher density with municipal utilities is proposed, the NWA standards will require the creation of outlots over the regional basins

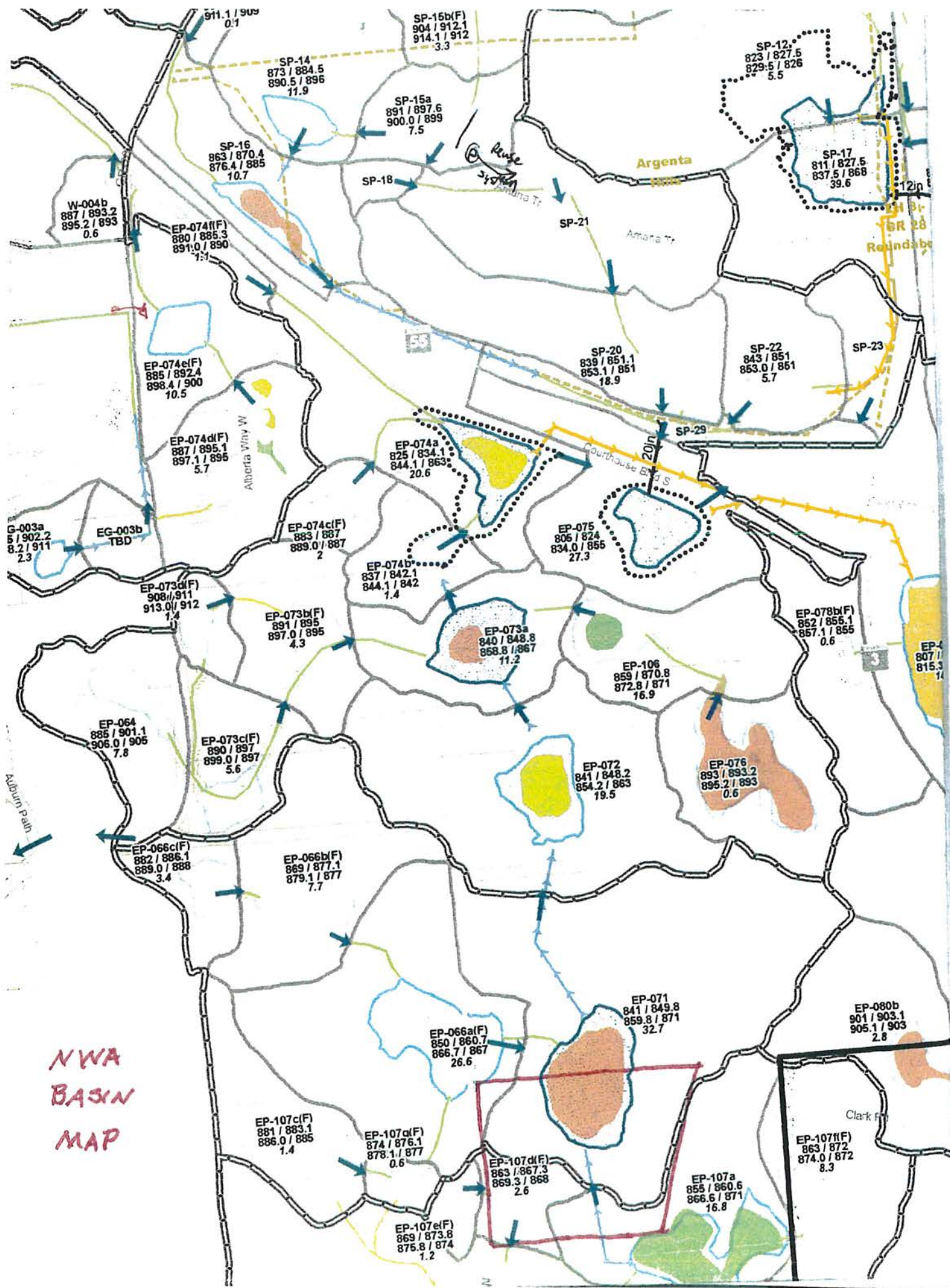
The landowner understood the easements and indicated a willingness to work with the City. The City would prepare the legal description for the 60-foot easement and regional basin easements to keep the owners' cost lower. An escrow of \$500 was discussed for the legal document preparation.

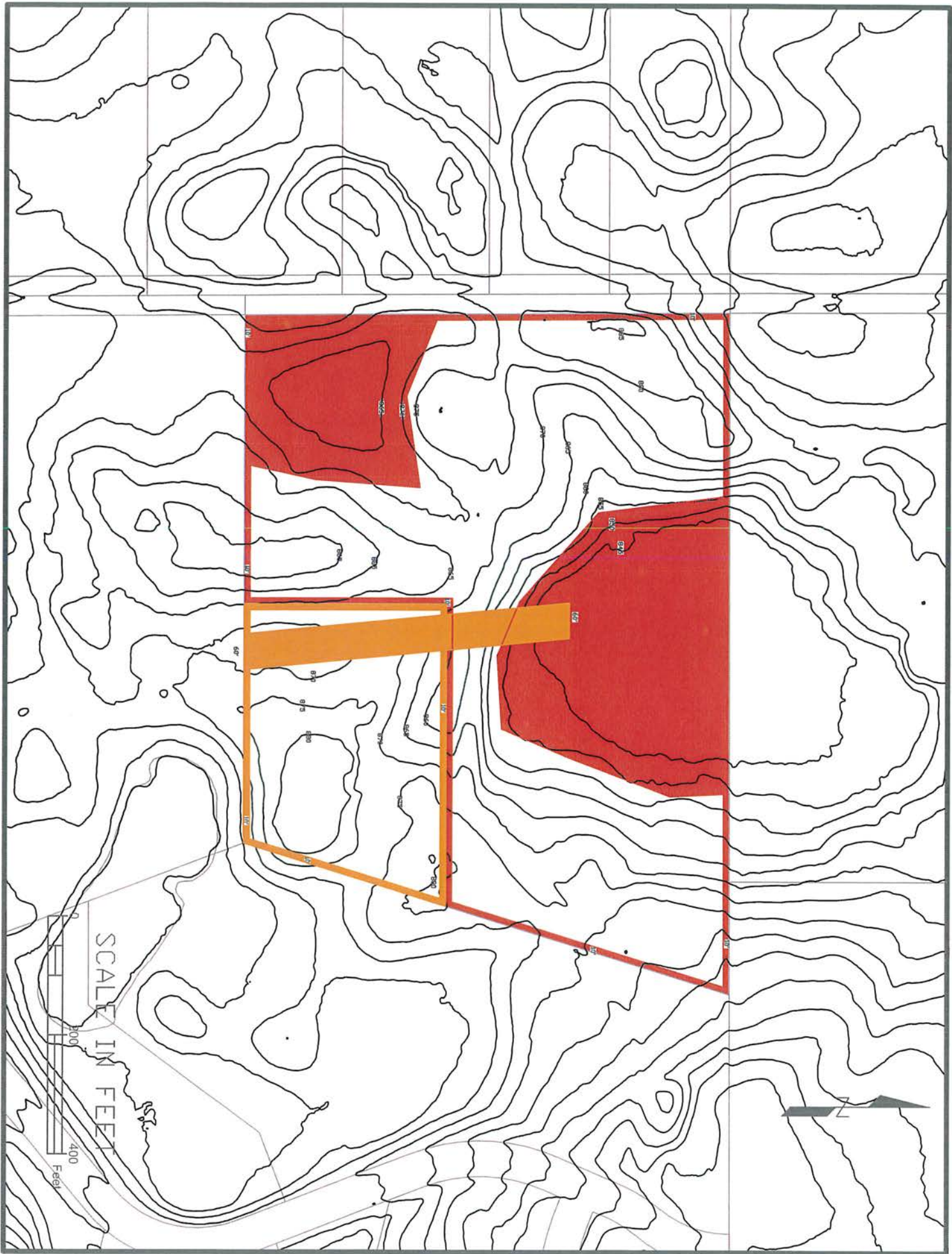
The Engineering Division supports securing easements at this time as a condition of the variance.

TJK/kf

Attachments: Easement site sketch
NWA Basin Map

c: Scott D. Thureen, Public Works Director
Steve Dodge, Asst. City Engineer
Tim Kuntz, City Attorney







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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE FROM THE LOT SIZE REQUIREMENTS
AND PLATTING REQUIREMENTS IDENTIFIED IN TITLE 10-13J-3.B**

**CASE NO. 18-18V
(Ben & Sara Welna)**

Property located at 8580 Alverno Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance to allow the creation of a 5.0 acre parcel in the Northwest Area Overlay District;

WHEREAS, the afore described property is zoned A, Agricultural;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 1, 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:

1. The site does have some unique circumstances in that it is located at the southern end of the Northwest Area. Utilities must come north to south from the current

ending point at Target. Based on development demand, cost of extending utilities, this may not occur until after 2030. Utilizing the existing house and buildings for a hobby farm may be an acceptable land use since utilities could be 15 or more years away.

2. The existing land use would not change. The only change would be that the house and buildings would be on their own 5.0 acre lot. No new house would be built and no new septic system would be created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 5.0 acre parcel in the Northwest Area and vary from the requirements in Title 10-13J-3.B is hereby approved subject to the following:

1. A survey with new legal descriptions for a lot not to exceed 5.0 acres in size shall be submitted to the City for review and then applicant records survey with Dakota County prior to occupying the property.
2. The current landowner shall agree to the provision that no further subdivision shall be allowed on the remaining 14 acres until such time municipal sewer is available to the property.
3. The landowner grants to the City all easements as determined by the City Engineer and outlined in memo dated 5/22/18.

Adopted by the City Council of Inver Grove Heights this 29th day of May, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Attachment A - Legal Description

8580 Alverno Avenue, PID 20-01800-76020

Section 18 Township 27 Range 22 PT OF N 1/2 OF SE 1/4 BEG NW COR S 823 FT E 921.58 FT NE 861.86 FT
TO PT ON N LINE 1180 FT E OF BEG W ON N LINE 1180 FT TO BEG SUBJ TO ESMNT 18 27 22

Denial Resolution

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

RESOLUTION NO. ____

**RESOLUTION DENYING A VARIANCE FROM THE LOT SIZE REQUIREMENTS
AND PLATTING REQUIREMENTS IDENTIFIED IN TITLE 10-13J-3.B**

**CASE NO. 18-18V
(Ben & Sara Welna)**

Property located at 8580 Alverno Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance to allow the creation of a 5.0 acre parcel in the Northwest Area Overlay District;

WHEREAS, the afore described property is zoned A, Agricultural;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 1, 2018 in accordance with City Code Section City Code 10-3-3:C;

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

1. The property lies within the Northwest Area Overlay District which has planned these areas for urban development with city sewer and water. Provisions were put in place to allow smaller lots to be created before sewer was available to an area, but the lot size was restricted to avoid parcelization that was not conducive to redevelopment when sewer became available. Creating a 5.0 acre parcel limits the ability to re-subdivide this parcel once sewer is available due to the unique regulations of the Northwest Area. The comprehensive guiding of this parcel anticipates urban development in the range of 1-3 units/acre.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 5.0 acre parcel in the Northwest Area not in conformance with Title 10-13J-3.B is hereby denied.

Adopted by the City Council of Inver Grove Heights this 14th day of May, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 1, 2018

SUBJECT: **BEN AND SARA WELNA – CASE NO. 18-18V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the minimum lot size and subdivision requirements to create a five-acre parcel of land in the Northwest Area, for the property located at 8580 Alverno Avenue. 9 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting a variance to allow the creation of a 5-acre parcel from an existing 19-acre parcel. They would like to reestablish a hobby farm on the property which has a house, outbuildings, fencing, and well and septic. The subject property is in the southwest corner of the Northwest Area. Because the property is in the Northwest Area it has it must follow certain rules, including that subdivision must be done by platting, the property must be at least 20 acres in order to subdivide, and only one home per ten acres is allowed. The applicant is requesting a variance from lot size and platting requirements and is proposing to subdivide it administratively. Staff noted that the specific rules were put in place to avoid parcellation that was not conducive to development when sewer becomes available. Creating a 5-acre parcel limits the ability to re-subdivide this parcel once sewer is available. The parcel is in the far southerly portion of the Northwest Area and it is anticipated to be 10-15 years before utilities are extended to the area. Staff's biggest concern is setting a precedent. Staff recommends denial of the request.

Chair Maggi asked if the applicant was the owner of the property.

Mr. Hunting replied that the owners are planning to sell the 5-acre parcel to the applicants, the Welna's.

Commissioner Simon asked if the lots to the west were developed prior to establishment of the Northwest Area.

Mr. Hunting replied in the affirmative.

Chair Maggi asked how large the lots to the west were.

Commissioner Simon replied the lots were 6.25, 8.65, 5.19, 7.15, and 12.95 acres in size. The lots to the east are roughly 10 acres in size. She asked if the lots on the west side of Alverno Avenue were sewered.

Mr. Hunting replied they were not.

Commissioner Robertson asked if the five-acre parcel was approved, could the remaining 14-acre parcel be further subdivided if they agreed to put in a well and septic.

Mr. Hunting replied that the remaining piece could have a house on it with well and septic but could not be further subdivided without either Council approval or City utilities becoming available.

Opening of Public Hearing

Ben and Sara Welna, 8580 Alverno Avenue W, advised they were available to answer any questions.

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

The Welna's replied in the affirmative.

Mr. Welna advised that the ordinances were put in place to address development, however, they are not proposing any development. It is their goal to preserve the rural heritage of the property, the property is consistent with the use and size of the surrounding properties, the Northwest Area boundary was perhaps brought too far south, and they think it is unfair to tie the landowners' hands for 20-plus years when utilities might finally become available.

Commissioner Wippermann asked if the Welna's were the party purchasing the five-acre parcel.

Mr. Welna replied in the affirmative.

Commissioner Robertson noted that although the subject property is on the southernmost border of the Northwest Area, it is still in the Northwest Area and must be held to those standards. Approving this because it is on the southern border could set a precedent as property owners on the east, west, and north side of the NWA could request the same. She stated that although the guidelines may seem irrelevant as there is no development currently taking place, the point is to have the rules in place prior to development occurring.

Commissioner Simon stated she would support the request as they were not adding anything new, but rather using the existing house, outbuildings, septic, and well. Also, Blackstone Ponds is in the Northwest Area and recently built 104 units on a 17-acre parcel.

Commissioner Robertson asked the applicant if he was assuming that no development could occur without City sewer and water.

Mr. Welna replied that development would be halted if landowners had to comply with the specific rules applying to this area.

Commissioner Robertson asked staff if a developer would be allowed to develop the subject property with well and septic if they complied with the guidelines.

Mr. Hunting replied that doing so would impact the future density and would have financial implications.

Chair Maggi asked why the owner was not the applicant.

Mr. Hunting replied that it is common for the purchaser to be the applicant.

Chair Maggi stated it would be helpful to know that the owner understands the restrictions they would have on the remaining 14-acre parcel.

Mr. Hunting advised that he had a conversation with the property owner, who understood the regulations and was not concerned that the remaining 14 acres could potentially not be developed any further until sewer becomes available.

Eric Olson, 8561 Alverno Avenue, was opposed to the variance request, stating that the ordinance regulations have been in place for quite awhile and the other neighbors have been complying with them. He advised that immediately north of this property there was a subdivision attempt and it was denied because of the current zoning of the area, the property owner of the subject parcel only purchased the property a year ago, he was concerned about the precedent this would set, and the Welna's should purchase 10 acres if they want to establish a hobby farm.

Commissioner Lissarrague asked Mr. Olson how large his lot was.

Mr. Olson replied 8.65 acres.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi noted that to move the variance forward a practical difficulty is needed. She advised she was leaning towards denial as she was concerned about setting a precedent in this area.

Commissioner Weber asked if there was an easement over the pond on the remaining 14-acre parcel.

Mr. Hunting replied there were no easements but there was a regional basin on the site. If Engineering determined, it needed an easement it would likely be done at time of development.

Commissioner Weber asked if the developable area would then be reduced.

Mr. Hunting replied in the affirmative, stating they could transfer the density around but they would lose that land area to physically put houses on.

Commissioner Scales stated he could not find a practical difficulty but thinks this is a good use of the property. He does not want the property owner to have to wait 20 years to use their

property, and he is concerned about planning long-term for something that may never happen.

Commissioner Wippermann supported the requesting, stating they were not adding anything new and he had a difficult time telling a property owner they could not do something with their property for 20 years.

Commissioner Weber suggested the practical difficulty be the far-off time horizon of sewer and water being available.

Chair Maggi stated practical difficulties should be related to the land.

Commissioner Scales stated if they could not find a practical difficulty, Council would know their opinions based on their comments tonight.

Commissioner Robertson stated it would be difficult for her to recommend approval based on lack of a practical difficulty, the need to comply with the guiding principles, and verbiage in the 2040 Draft Comprehensive Plan stating that "we not make decisions based on how things exist now, but rather what in the future would be our goal", which would be development.

Chair Maggi stated that leaving it as one piece allows for more flexibility as to development.

Commissioner Scales is concerned that in the past the City has not moved forward with projects because they are hoping for something else in the future, and that has caused some issues in the City. Also there are certain retail areas that have failed because the City missed the mark when guiding them.

Planning Commission Recommendation

Motion by Commissioner Simon to approve the request for a variance from the minimum lot size and subdivision requirements to create a five-acre parcel of land in the Northwest Area, for the property located at 8580 Alverno Avenue, with the practical difficulty being that the property is unique in that they are creating another parcel but utilizing the existing buildings and not adding another house or septic.

Commissioner Lissarrague asked how old the buildings were.

Mr. Welna replied they were built in the early 1900's.

The motion was seconded by Commissioner Wippermann.

Commissioner Robertson asked if there was a limitation on the Joint Powers Agreement as to how far out they could go.

Mr. Hunting replied in the affirmative, stating that boundary was established years ago and could not be expanded any further.

Chair Maggi asked to add a friendly amendment to the motion to include the conditions of

Recommendation to City Council

May 1, 2017

Page 5

approval.

The Motioner and Seconded agreed to the amendment.

Motion carried (7/2 – Robertson, Maggi). This item goes to the City Council on May 14, 2018.

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

REPORT DATE: April 26, 2018

CASE NO: 18-18V

HEARING DATE: May 1, 2018

APPLICANT/PROPERTY OWNER: Ben & Sara Welna/ Lance & Amy Lemieux

REQUEST: Variance from lot size and platting requirements in Northwest Area

LOCATION: 8580 Alverno

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a variance to allow the creation of a 5.0 acre parcel from an existing 19 acre parcel without requiring the parcels to be platted and rezoned. The area is located in the southwest corner of the Northwest West Area. The Northwest Area Overlay District Ordinance allows some division of property not served by sewer and water under specific rules. The specific rules include:

1. The subdivision must be memorialized by platting. No waiver of plat or administrative subdivision allowed.
2. The property must be at least 20 acres in order to be subdivided.
3. The subdivision shall result in a density of no greater than one home per ten acres.
4. The plat restricted to lots of no less than one acre and no greater than 1.5 acres.
5. The balance of the property must be platted as an outlot with not further subdivision allowed until sewer and water is available and must be rezoned to Agricultural/PUD.

The applicant has indicated they would like to reestablish a hobby farm on the property. There is an existing farm house, outbuildings, fence enclosures, garden area and well and septic. They plan on using the property with the existing buildings and not proposing any other buildings. The proposed five acre parcel would have property lines configured around the existing buildings.

SPECIFIC REQUESTS

The variance request consists of the following:

1. Variance from the lot size requirements and platting requirements identified in Title 10-13J-3.B of the Northwest Area Overlay District.

EVALUATION OF THE REQUEST

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

North – Large lot residential, vacant; zoned A; guided LMDR
East – Large lot residential; zoned A, E-1/PUD; guided RDR.
West – Large lot residential; zoned A; guided LDR.
South – Large family residential; zoned A, E-1/PUD; guided LDR, Pub OS.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The property lies within the Northwest Area Overlay District which has planned these areas for urban development with city sewer and water. Provisions were put in place to allow smaller lots to be created before sewer was available to an area, but the lot size was restricted to avoid parcelization that was not conducive to redevelopment when sewer became available. Creating a 5.0 acre parcel limits the ability to re-subdivide this parcel once sewer is available due to the unique regulations of the Northwest Area. The comprehensive guiding of this parcel anticipates urban development in the range of 1-3 units/acre.

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

The applicant has indicated they intend to use the existing home and farm buildings as a hobby farm to live, raise a family and allow children to experience nature and animals first-hand. The proposed parcel would be configured around the existing home and outbuildings. No new structures are proposed, and they plan to use the land as it currently exists.

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

The overall property is just under the 20 acre minimum lot size allowed to create new unsewered parcels, but close enough that allowing a lot of 1.0 or 1.5 acres would be consistent with the intent of the regulation. Creating a 5.0 acre parcel could have a negative impact on future development of the 5.0 acre parcel and remaining 14 acres.

The site does have some unique circumstances in that it is located at the southern end of the Northwest Area. Utilities must come north to south from the current ending point at

Target. Based on development demand, cost of extending utilities, this may not occur until after 2030. Utilizing the existing house and buildings for a hobby farm may be an acceptable land use since utilities could be 15 or more years away.

4. *The variance will not alter the essential character of the locality.*
The existing land use would not change. The only change would be that the house and buildings would be on their own 5.0 acre lot. There is a mix of lot sizes in the area, but most are larger lots for rural residential type uses.
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

- A. **Approval:** If the Planning Commission finds the application acceptable, the request should be recommended for approval subject to the following conditions:

1. A survey with new legal descriptions for a lot not to exceed 5.0 acres in size shall be submitted to the City for review and then applicant records survey with Dakota County prior to occupying the property.
2. The current landowner shall agree to the provision that no further subdivision shall be allowed on the remaining 14 acres until such time municipal sewer is available to the property.

Practical difficulty:

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

RECOMMENDATION

Staff is concerned with a possible precedence of varying from the subdivision requirements of the Northwest Area. The provisions were intended to prohibit the creation of parcels that may be difficult to re-develop when sewer is available. Smaller size parcels are difficult to develop based on the Northwest Area Requirements for open space, storm water ponding and minimum density requirements.

The request does have some merits in that it is located at the far south end of the Northwest Area and development may not occur for 15 or more years. The applicants propose to use the land and existing buildings as they stand today without any changes that would negatively impact future development.

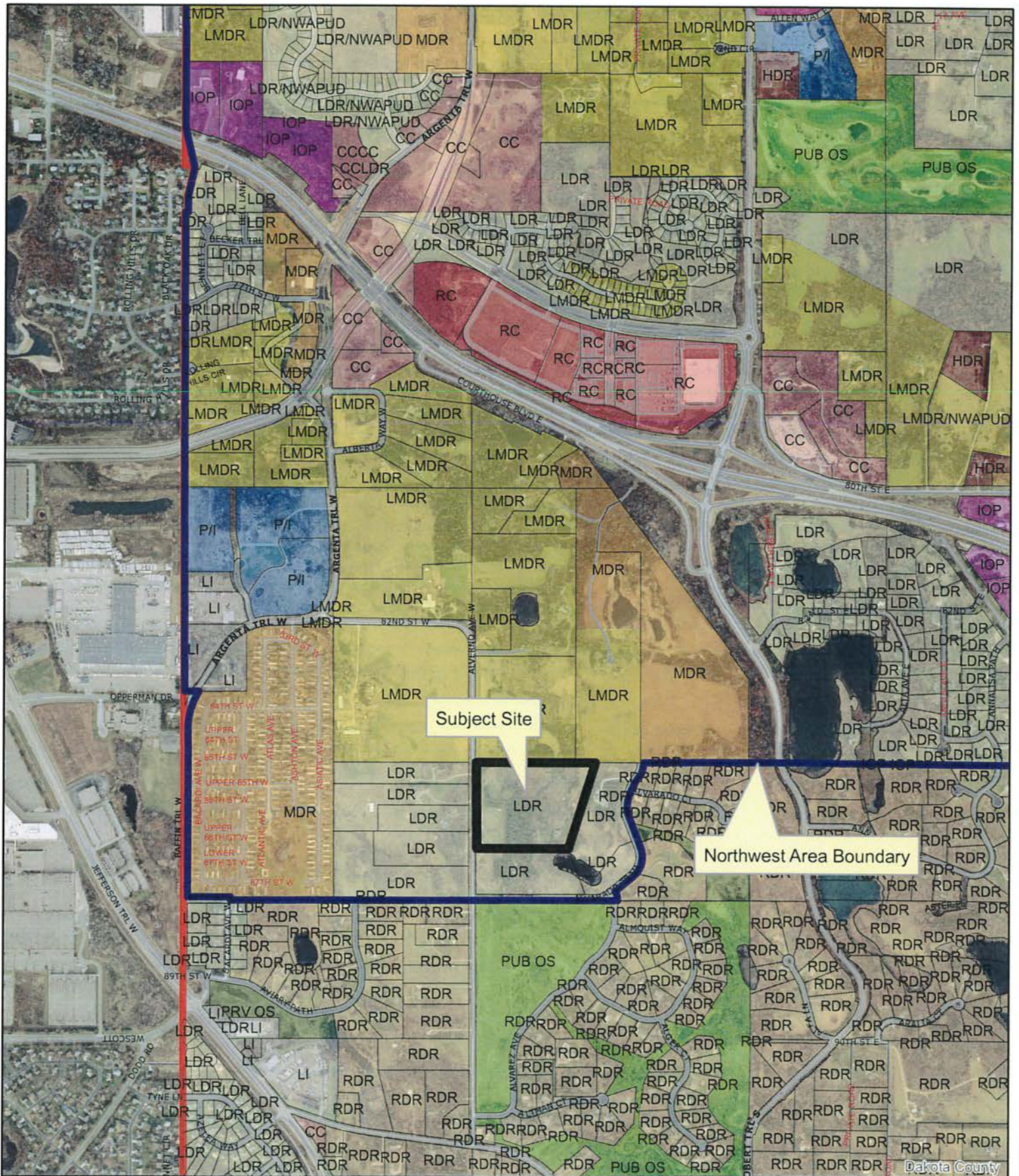
Based on the concern of a presence being established, Staff does not recommend approval of the request.

Attachments: Exhibit A -Location Map
Exhibit B -Narrative
Exhibit C - Site Plan



Location Map

Case No. 18-18V



April 17, 2018

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

RE: Variance Request for 8580 Alverno Avenue

To Whom It May Concern:

We are seeking a variance to City Ordinance No. 1148 (NW Area Overlay district) in order to reestablish a hobby farm 5 acres in size around the old 1900s farmstead located at 8580 Alverno Avenue. The farmstead is currently within a 20 acre parcel located south of highway 55 on the southernmost boundary of the NW Overlay District, as shown on Figure 1.

The existing 1900s farmstead is expansive (sprawling) on a topographical high of the property located in the SE quadrant of the parcel. It consists of the farm house, outbuildings, fenced enclosures, garden areas, windmill, well, and septic system as seen on Figure 2. We are seeking 5-acres to encompass the farmstead for a hobby farm.

This variance request to Ordinance No. 1148 specifically pertains to:

- (1) **Platting Requirements for a Subdivision (515 Subd 39. D)** – Subd 39 (D1, D3, D4) requires platting requirements appropriate for development. We are seeking a 5-acre parcel to be established via the simplest means possible. Since there is no development proposed, no construction, no physical changes, no development of the immediate area, no city services available for decades (greater than 20 years assumed by city staff) platting requirements for this situation is irrelevant.
- (2) **Minimum and Maximum Lot Size Requirements (515 Subd 39. D4)** – Subd 39. D(4) requires a lot size minimum of 1.0 acre and maximum of 1.5 acres. The farmstead footprint extends beyond this as noted above and shown on Figure 2.
- (3) **Rezoned to Agricultural/PUD (Subd 39 D5)** – Subd 39 D(5) outlines rezoning of the subdivided property to Agricultural/PUD. Since there is nothing being developed according to a PUD, this is irrelevant and the 5-acre property and residual 15 acre property should remain zoned agricultural.

Our intent for these variances is to configure the 5-acre parcel around the old farmstead footprint in order to live, raise a family, and allow children to experience nature and animals first-hand. Because there is no development, construction, nor physical changes proposed, Subd 39 D1 for platting is illogical. Because of the existing conditions, it is not possible to comply with the minimum and maximum lot size requirements.

Our intended use of the property and variance request is consistent with adjacent properties, land use, and City visions including:

- **Consistency with Surrounding Properties** – a 5-acre parcel is consistent with surrounding properties as several properties of a similar size (5 acres +/- 2) and zoned agricultural exist in the immediate vicinity, specifically to the west and southwest.
- **Consistency with Existing Land Use** – a 5-acre farmstead is consistent with the surrounding multi-acre parcels with agricultural uses. In fact, the parcel more closely aligns with the rural residential

land use classification in the Comprehensive Plan rather than the current low-density residential (2030 Comprehensive Plan, Page 2-9 and AUAR, 2007). Due to the location on the southern border of the NW Overlay District, the parcel and immediate vicinity is well over a decade out for actual low density residential development. In the interim, rural residential development is not allowed, and therefore, property owners have no options for their property – their hands are tied.

- **No Effect to Planned City Infrastructure**
 - The property is located at the terminus of the future planned Alverno District City Sanitary Sewer and therefore, this variance will not affect downstream planned development calculations (2030 Comprehensive Plan page 7-4 and AUAR, 2007).
 - The property is excluded from future city water services per the Future Water Systems and therefore, this variance will not affect downstream planned water calculations (2030 Comprehensive Plan page 8-12).
 - The property has no major, minor access, nor is a collector roadway (NW Area Collector Street Plan, 2012) and no minor/main arterial (page 5-5 and 5-32, 2030 Comprehensive Plan) and therefore, will not affect planned roadway systems or upgrades.
- **Property Excluded from Developable Land Analysis** - The property is excluded from the developable land district designations (Page 100, NW Area Collector Street Plan, 2012) and therefore, will not disrupt the developable land analysis and calculations.
- **Consistent with City Vision and Guiding Principles –**
 - This variance request aligns with the City vision of a *“development pattern that respects urban and rural lifestyles”* and *“respects and reflects its natural environment of open spaces, rolling meadows, wooded areas, lakes and wetlands.”* The 2030 Comprehensive Plan further states a priority to preserve open space, forest and wetland, all of which are located on this property (2030 Comprehensive Plan page 1-6 and 3-1).
 - This variance request aligns with the 2040 vision statement and guiding principles, including residential variety and retaining the rural character. We plan to maintain the natural features/open space of the entire property, character of the 1900s farmstead and raise a family (Vision and Guiding Principles, 2040 Comprehensive Planning process).

It is our intent to use the property in harmony with surrounding neighbors, the community and environment. We appreciate your consideration of this variance request and your understanding of the hardship with City Ordinance No. 1148.

Thank you in advance for your time.

Sincerely,

Sara & Ben Welna

Amy & Lance Lemieux

Enclosures

Figure 1: Property Location Map (NW Area Overlay District, modified)

Figure 2: Property Boundary Map (Dakota County GIS Parcel and Aerial, modified) (10 copies)

Attachment A – Legal Description

Attachment B – List of Surrounding Property Owners

Attachment C – Miscellaneous Referenced City Documents (enclosed for convenience)

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Northwest Area Overlay District



Boundary Adopted July 8, 2007

Planning Division

Map Date: June 2009

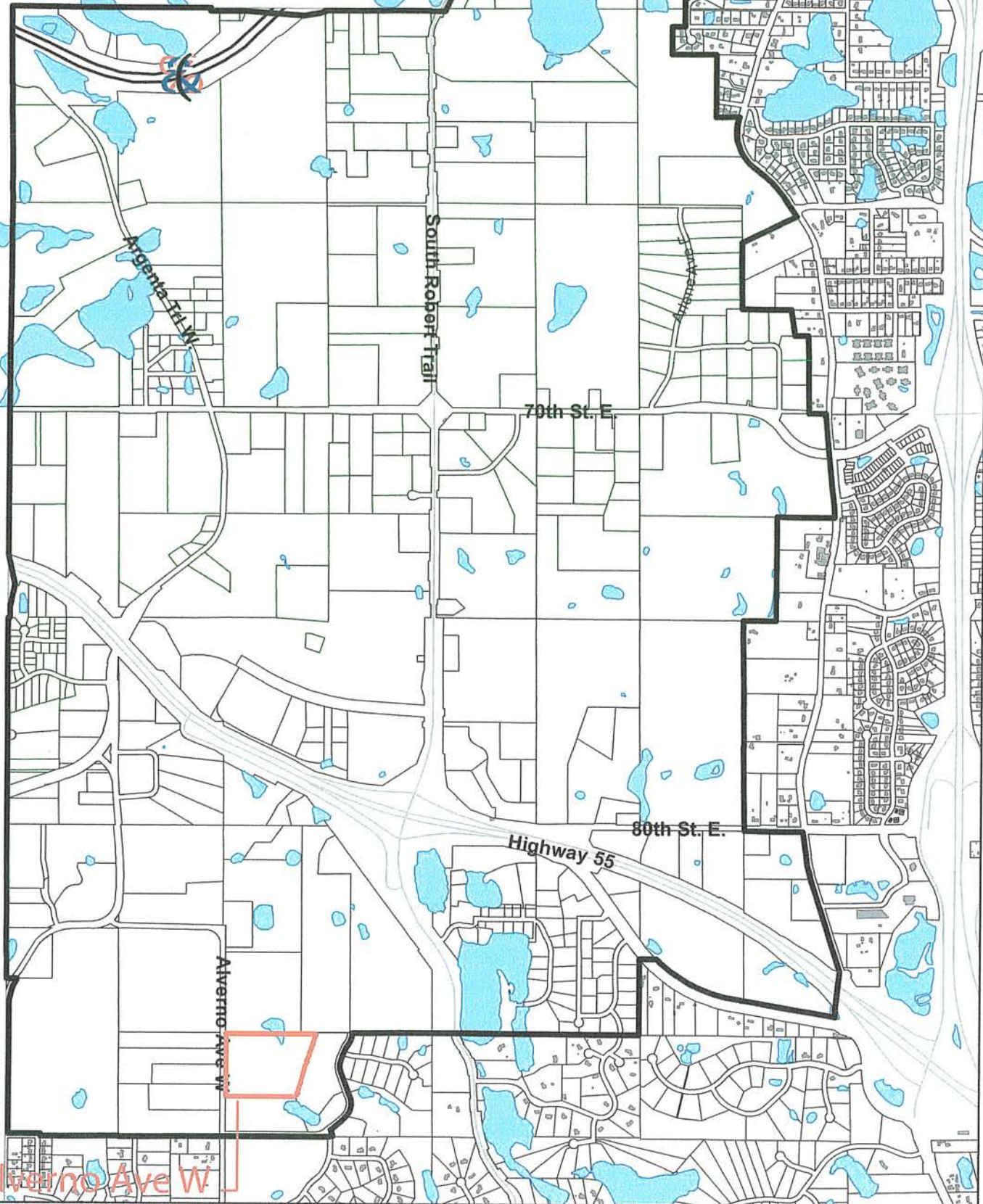


Figure 1

8580 Alverno Ave W

Attachment C – Miscellaneous Referenced City Documents

2030 Future Land Use Plan

RESIDENTIAL LAND USE

The Future Land Use Plan identifies five categories of residential land development including rural density residential (RDR), low-density residential (LDR), low-medium density residential (LMDR), medium density residential (MDR) and high density residential (HDR). The following is a review of each classification:

Rural Density Residential (RDR)

The rural density residential category is used in this comprehensive plan to recognize a land use pattern that has become firmly established in the southern portion of Inver Grove Heights. Over the past four decades, single-family home development on lots ranging from 2.5 acres to in some cases, 10 acres has become an established pattern in southern Inver Grove Heights. At the present time, this area contains over 1,600 residences, none of which are served by municipal utilities. Because of the extensive nature of the rural density residential area and the City's desire to accommodate a wide range of housing types, this development pattern is being considered permanent and it is anticipated that future infill development will match the existing pattern.

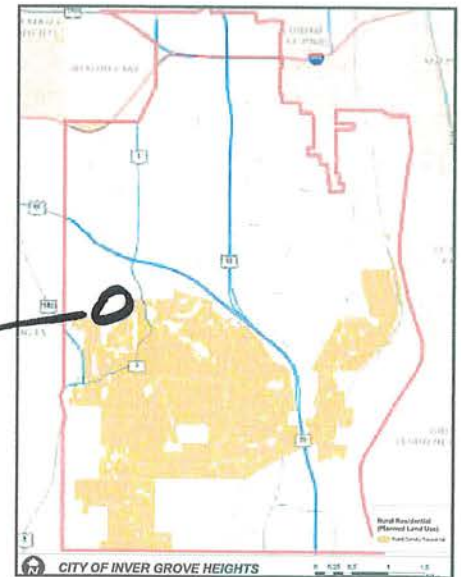
The rural density residential category features lots or parcels of 2.5 acres or more containing detached single-family housing without public water or sanitary sewer facilities. In addition to housing units, lots in this area are likely to have accessory uses such as small storage buildings associated with hobby farms and other related uses.

Substantial areas of existing development in the rural density area contain lots ranging from 5 to 10 acres. As additional lots are platted adjacent to these areas in the future, proper transitioning of lot sizes will need to be considered.

Low Density Residential (LDR)

The low-density residential category encompasses traditional "urban" density development in Inver Grove Heights. LDR includes lots or parcels ranging from 1 unit per acre to 3 units per net acre. Substantial portions of the low-density residential area are anticipated to develop at a density of one to three units per net acre. Housing types in the low-density residential

8580 Alverno Ave



Rural Density Residential

As additional lots are platted adjacent to these areas in the future, proper transitioning of lot sizes will need to be considered.

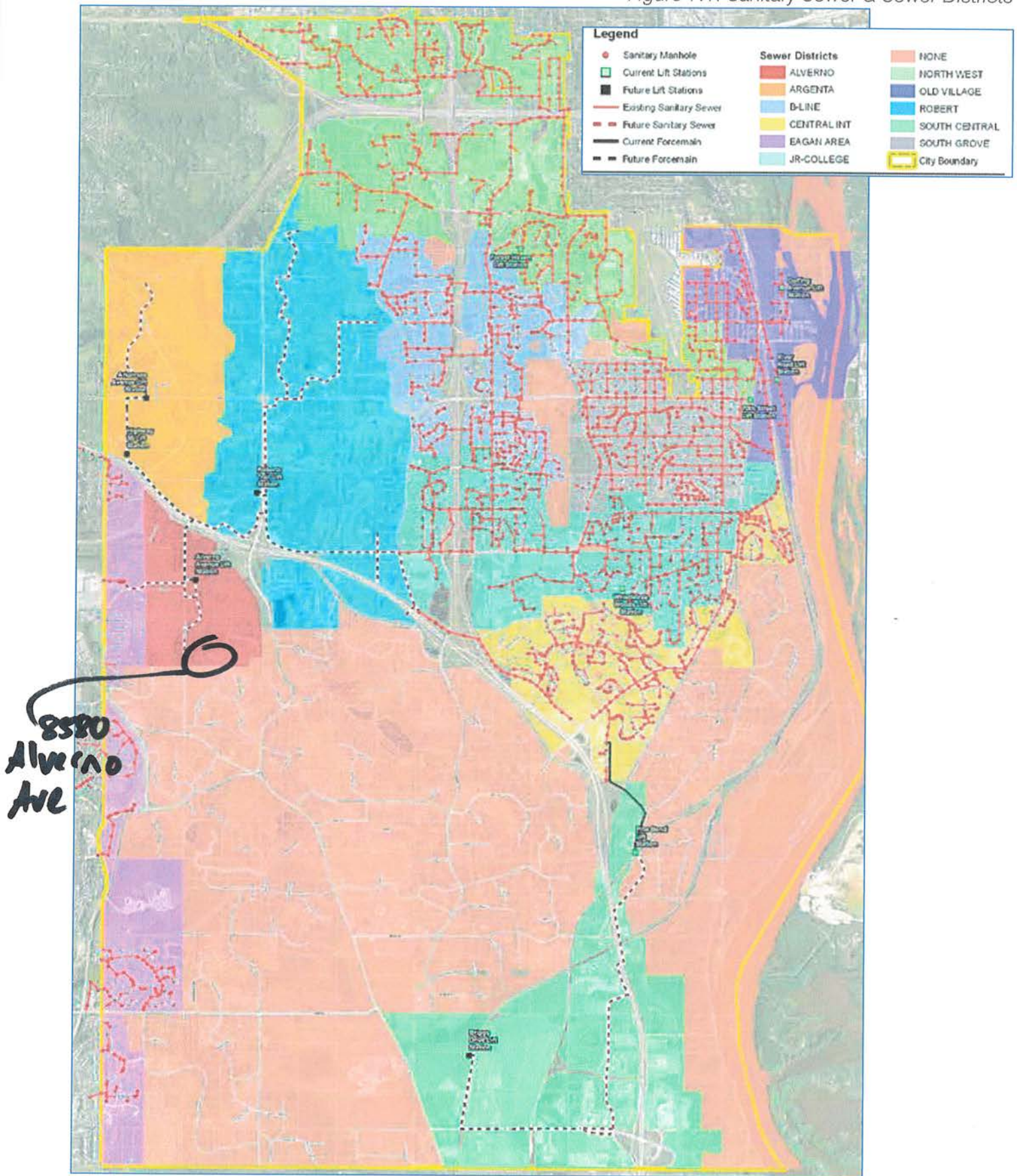
Determining Density :

Density is a way of determining the degree of development on a specific parcel based on the future land use guidance. We receive guidance from the Metropolitan Council on how to determine appropriate density calculations in Comprehensive Plans. The Metropolitan Council establishes these guidelines to ensure a consistent way of measuring density across all communities in the Metropolitan Area. This enables a consistent and coordinated way to allocate future growth and development that affects regional infrastructure planning.

Density for sewered areas is calculated on a "net" basis meaning that development projections are based on a land's carrying capacity which does not include land area prohibited from development based on existing laws or ordinances or lands needed for arterial road ROW.

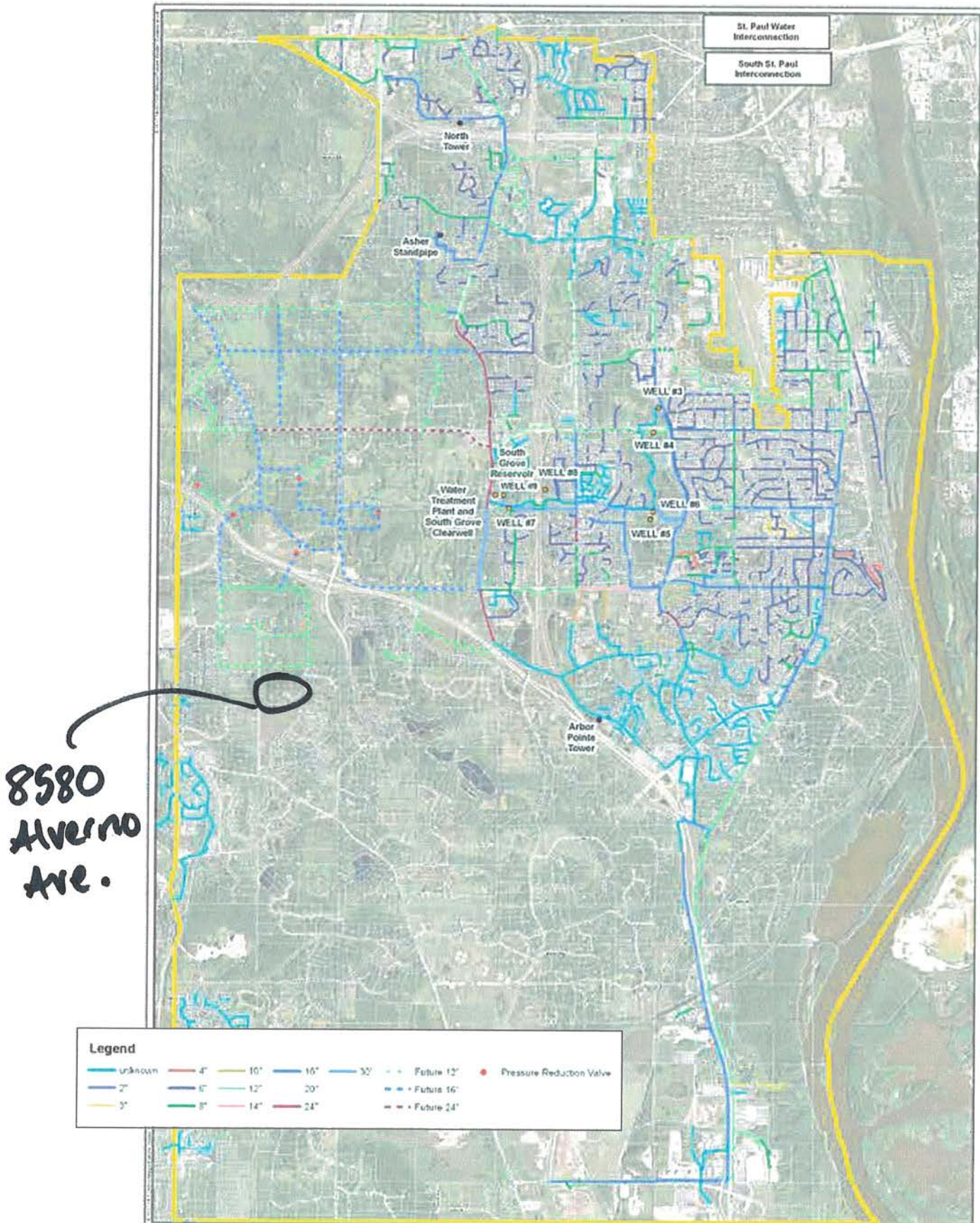
7. Sanitary Sewer

Figure 7.1: Sanitary Sewer & Sewer Districts



8. Water Supply Plan

Figure 8.3: Future Water System



5. Transportation

Figure 5.15: Future Roadway Functional Classification

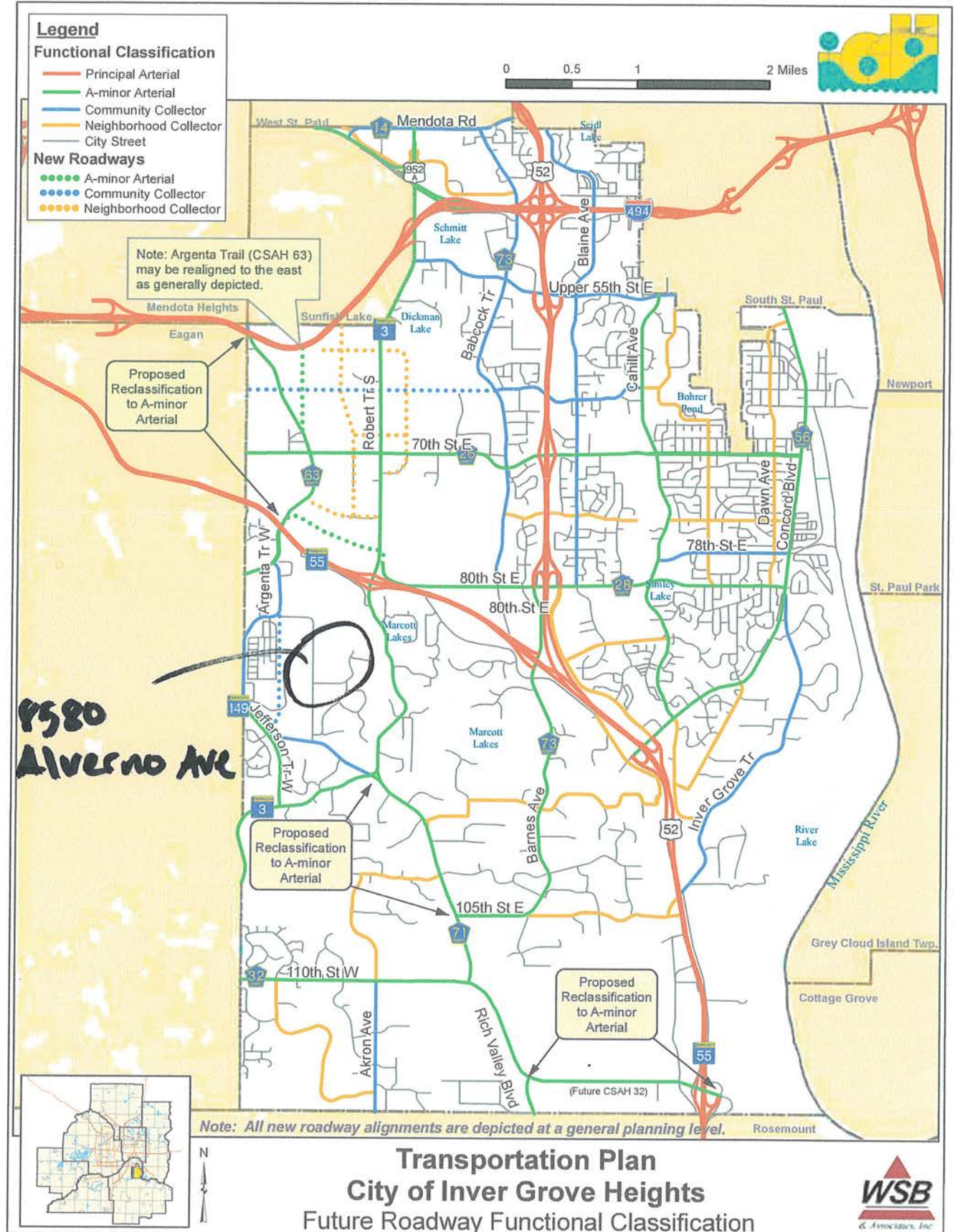
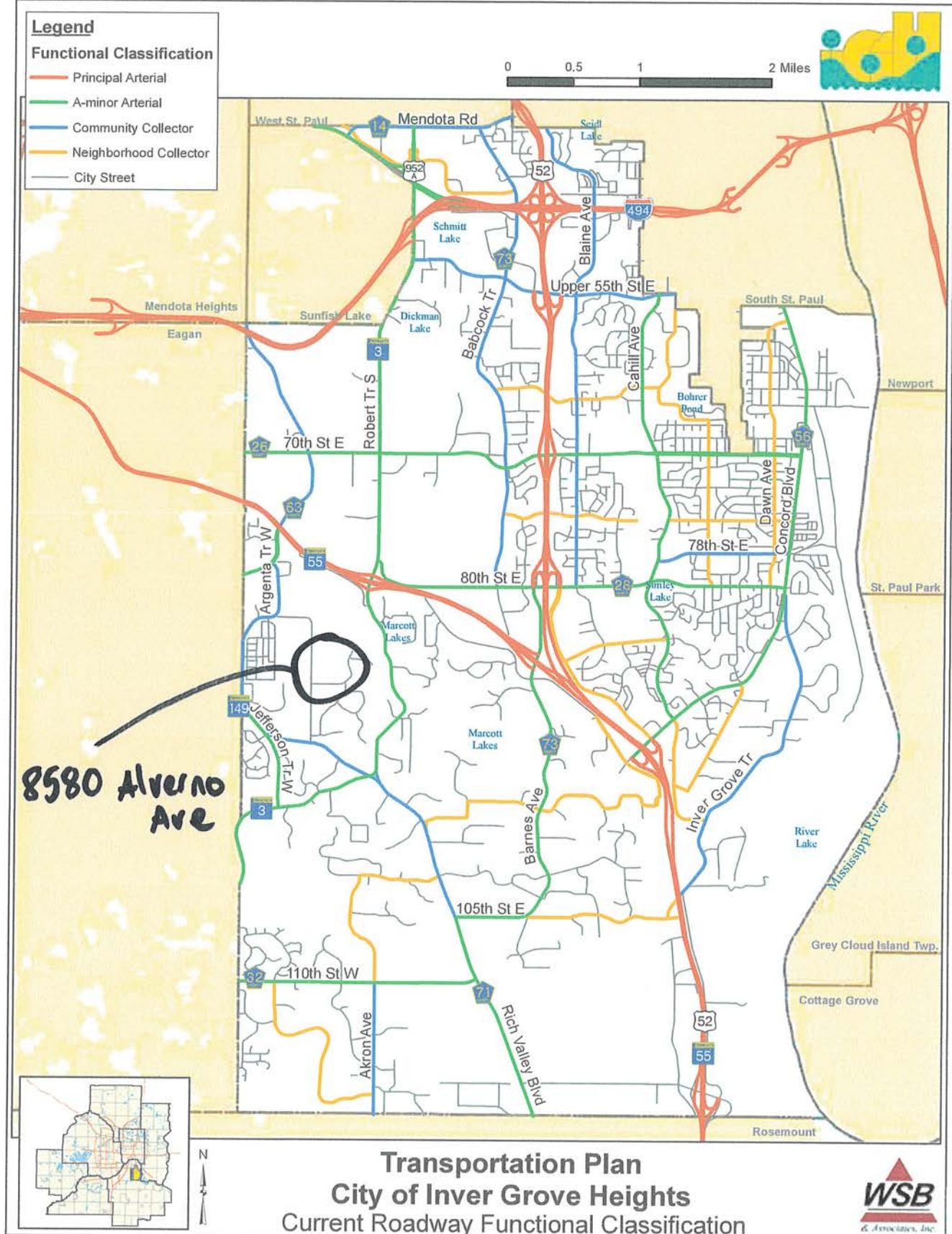


Figure 5.2: Functional Classification



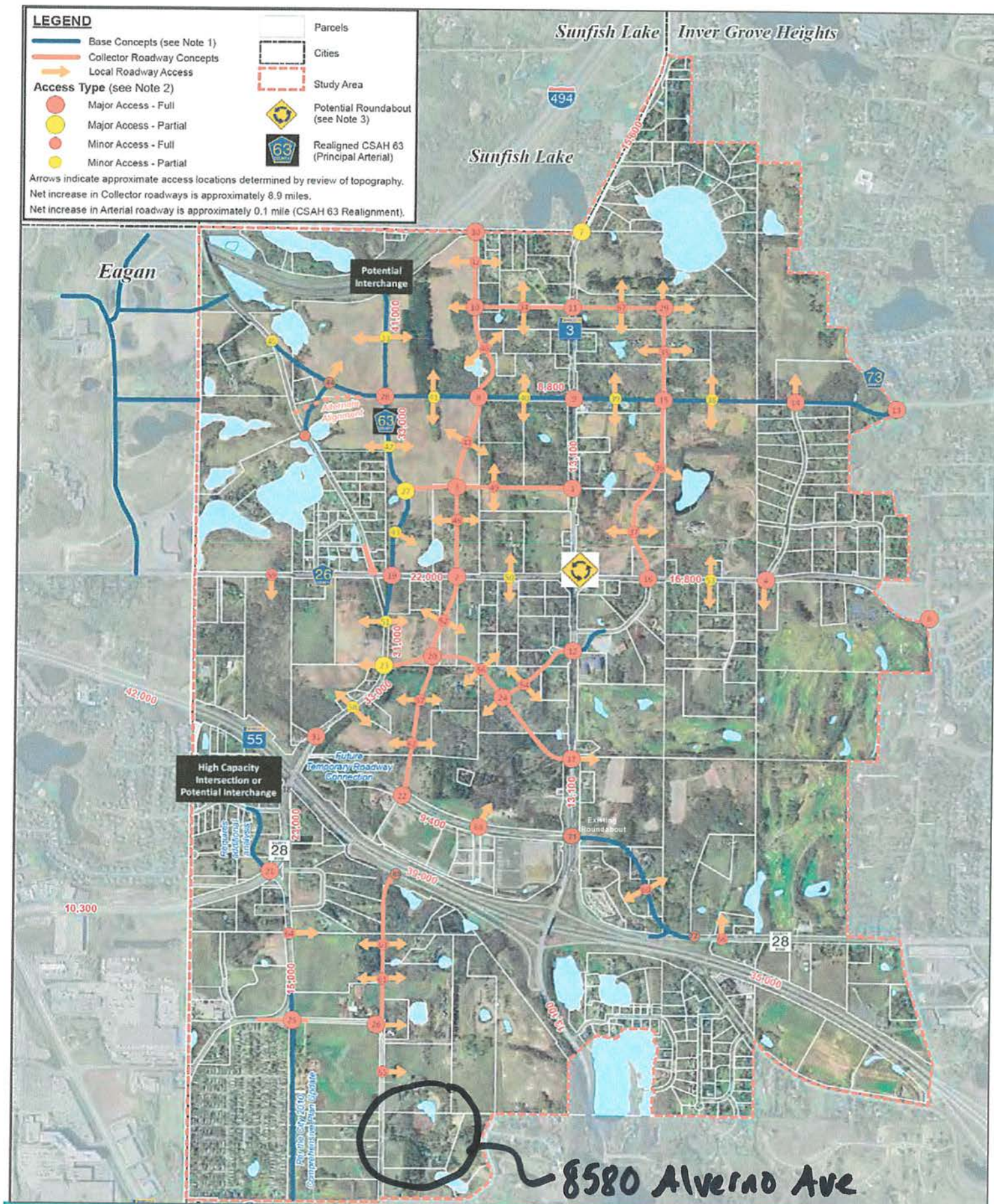
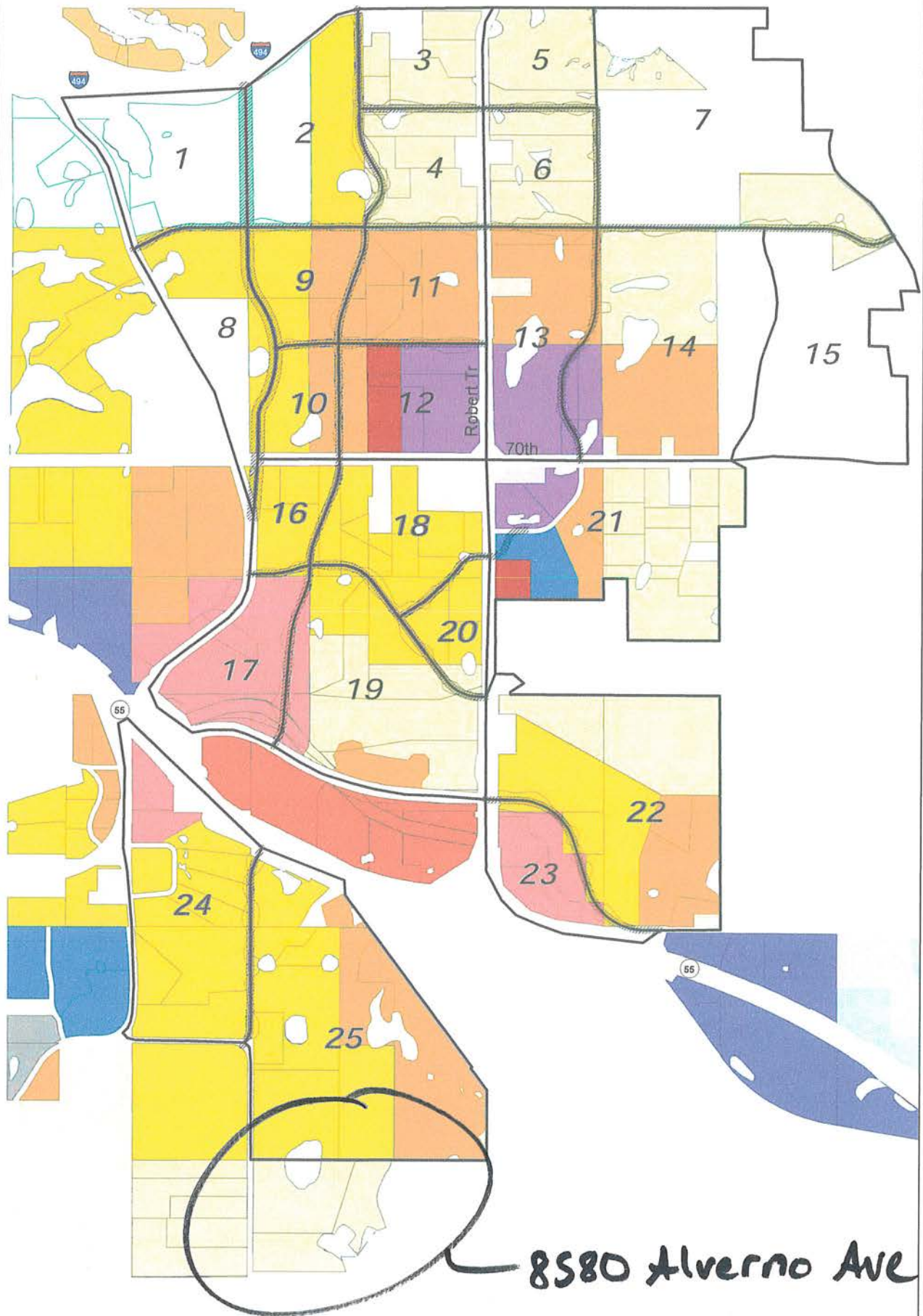


FIGURE 5-2. Recommended Collector Roadway System with Potential Access Locations

NORTHWEST EXPANSION AREA COLLECTOR STREET SYSTEM STUDY





Developable Land - Broken into Analysis Districts

1. Introduction

A healthy community is one that:

Preserves and respects its natural environment; balances residential growth with a strong and diverse job base; supports local opportunities for shopping and entertainment; values education systems; offers choice in how we move safely and efficiently throughout our community (walking, biking, driving and public transit); and, provides a variety of active and passive recreational opportunities.

were some common themes that evolved out of the public process. The most common theme was one that developed around the idea of a "Healthy Community." The idea of creating a healthier community is not a new idea, but has gained momentum in recent years. Since the last Comprehensive Plan update, there have been some significant changes in our environment that have highly influenced the health of our community. Some of these changes have ranged from peak oil prices, high home foreclosure rates and a stronger demand for more sustainable options. The degree of some of these recent trends may need to be addressed at a more regional, national or even global level. However, it is important to recognize the local impacts these trends may have on a community. For instance, the increase in oil prices has begun to influence our transportation choices. We may not be able to influence the price increase, but we can begin to explore other multi-modal options. This type of approach begins to embrace the idea of a healthy community that is not solely dependent on the automobile. In that respect, the Comprehensive Plan update has embraced the healthy community concept throughout the chapters of this document.

Vision



Active Living

Inver Grove Heights' Vision and Guiding Principles largely reflect the desired direction towards a healthy community. The vision addresses what the city should be, based on the community's heritage, the natural features that are inherent to the area, and the values of its people. In the context of this plan, vision serves as a reminder of "what Inver Grove Heights wants to be." From time to time, the community will need to review this vision statement to ensure that it continues to focus on the aspirations and achievements that are expected to occur. The planning process for the 2008 update provided an opportunity to critique the vision. The vision sets the stage for establishing goals for the community. The identified vision for the City of Inver Grove Heights is:

VISION STATEMENT

Inver Grove Heights will be a community that maintains a unique position in the Twin Cities area by providing a development pattern that accommodates both urban and rural lifestyles.

Future growth and development will reflect the heritage of the community.

The city will have a quality built environment that respects and reflects its natural environment of open spaces, rolling meadows, wooded areas, lakes and wetlands.

Inver Grove Heights will accommodate the needs of its diverse population by providing a variety of housing types, employment opportunities and a range of goods and services.

Inver Grove Heights will be an attractive, safe community that evokes a strong expression of community pride and a healthy environment in which to live, work and recreate.

Guiding Principles

The principles that have guided Inver Grove Heights over the last ten years continue to serve as statements of criteria by which community development issues can be assessed. For the Comprehensive Plan update, we continue to embrace these principles which have been reinforced through the public input process.

Together, the guiding principles and the vision serve the following purposes:

- They orient the community to the future, even to a future that is twenty years distant.
- They require imagination, recognizing that the direction that they set today will be the reality of the future.
- They look to current conditions and community traditions for clues to the appropriate future.
- They are based on a shared understanding of what the community desires for itself.
- They will be used as tools for evaluation of proposals, projects, ideas and future directions.
- They will be an anchor during conflict, a way of finding common ground and shared values.
- They become a basis for coordination and cooperation.
- They are a source of energy and enthusiasm for maintaining a commitment to the future of Inver Grove Heights.

1. Introduction

Sustainability

Sustainability is a characteristic that is often used to describe how we see our future communities, or a state that can be maintained at a certain level indefinitely. The Brundlant Commission (also known as the World Commission on Environment and Development) coined the term Sustainable Development as “development that meets the needs of the present without compromising the ability of future generations to meet their own needs.”

The notion of sustainability is woven throughout all of our plan, beginning with the guiding principles and continuing on through the goals and policies.



Residential Variety



Retain the Rural Character

The guiding principles are an important tool to be used in addressing future issues in Inver Grove Heights. They can be used as a conceptual yardstick in assessing future projects, developments and issues. While the community's plan will continue to evolve over time and modifications will be necessary to accommodate unforeseen circumstances, it is important that the spirit and intent of the guiding principles be upheld. In doing so, they will help to ensure that the steps that Inver Grove Heights has taken in preparing this Comprehensive Plan produce the desired results. The guiding principles include the following:

GUIDING PRINCIPLES

- **Maintain a Unique Identity**

Inver Grove Heights has evolved into a unique community, an element of pride to the City's residents. Factors that establish Inver Grove Heights as a unique community, including its sense of history, its location along the Mississippi River and its natural features, will be reflected in future growth.

- **A Well Balanced Tax Base**

Inver Grove Heights will preserve its fiscal integrity by maintaining a mix of land uses that result in a balanced tax base. A proper mix of land uses in the community will provide desired employment, goods and services while helping to maintain manageable residential tax rates.

- **Provide Diverse Services**

Inver Grove Heights residents seek a community that can meet all of their social and consumer needs. These needs and interests will be considered in defining a future mix of land uses and public services.

- **Residential Variety**

Residential developments containing a variety of housing types are encouraged where possible. Neighborhood areas will provide a mix of housing that affords residents the opportunity to move into alternative forms of housing as their needs change over time.

- **Retain the Rural Character**

Inver Grove Heights rural character is evident in the development pattern that exists today. Future development will reflect the community's rural heritage by providing open spaces and by protecting key natural features.

Natural Resources & CHAPTER 3 Environmental Protection

Introduction

An inventory of natural resources for a community typically includes soils, lakes, wetlands, ponds, topography, vegetation and floodplains. All of these resources lend definition to the City of Inver Grove Heights. The landscape of the community is defined by the rolling topography, the stands of mature timber, wetland depressions, the scattered lakes and the Mississippi River, which forms the eastern boundary of the community.



Harmon Landscape

In 1997, Inver Grove Heights' residents were asked to help define a future vision for the community. They cited unique topography, open spaces and the Mississippi River frontage as important community assets. In 2008, the community was asked to define the characteristics of a "healthy community" and again environmental features were a common result. Respecting the natural environment pays us great dividends over the long term. A healthy urban forest helps shade our community. Wetlands help clean our lakes and water resources. Intact open spaces serve as amenities that contribute to an enhanced quality of life and as a safe haven and home to an abundant wildlife population displaced as a result of urban development. Because of the importance of these open space areas and natural features in the community, they need to be carefully considered as part of the comprehensive planning process. In doing so, it is possible to preserve outstanding resource areas and create a future living environment that integrates the man-made development pattern within the natural characteristics of the landscape.



VISION AND GUIDING PRINCIPLES

Current Vision Statement

Inver Grove Heights is a community well positioned within the Twin Cities metropolitan area: minutes away from MSP International Airport, two major urban centers, and within an hour of Rochester and the world renowned Mayo Clinic. Inver Grove Heights supports a development pattern that accommodates urban, suburban, and rural lifestyles. Future growth and development will be forward thinking yet reflect the heritage of the community. The city will have a quality built environment that respects and protects its natural environment of open spaces, rolling meadows, wooded areas, clean lakes, and wetlands. Inver Grove Heights will accommodate the needs of all people by actively pursuing a variety of housing types, a connected and multi-modal (drive, bike, walk, bus) transportation system, a robust business community, and a range of goods and services. Inver Grove Heights will be a vital, attractive, safe community with a healthy environment that evokes strong community pride and supports a healthy and prosperous life for those who choose to make Inver Grove Heights their home.

What do you think?

Tell us what you think about this vision statement & guiding principles.



Guiding Principles

A Well Balanced Tax Base

Inver Grove Heights will preserve its fiscal integrity by maintaining a mix of land uses that result in a balanced tax base. A proper mix of land uses in the community will provide desired economic opportunities, employment, goods and services while helping to maintain manageable tax rates.

Provide Diverse Services

Inver Grove Heights residents seek a community that can meet their social and consumer needs. These needs and interests will be considered in defining a future mix of land uses and public services.

Residential Variety

Residential neighborhoods will contain a variety of housing types and levels of affordability. Neighborhood areas will provide a mix of housing that give residents the opportunity to live in Inver Grove Heights as their needs change over time.

Retain the Rural Character

Inver Grove Heights will protect and enhance its open space and natural features as a reflection of the community's rural heritage and existing rural development pattern.

Connect Parks & Open Space

Inver Grove Heights will provide a balanced park system that provides diverse recreational and leisure opportunities to all residents, is inter-connected (within the City), and is linked to regional points of interest.

Vibrant Pedestrian Friendly Commercial Centers

Inver Grove Heights will maintain vibrant pedestrian friendly commercial centers. Commercial centers will be accessible for all people, resilient, and offer an inviting atmosphere to shop, gather, and satisfy basic commercial service needs.

Planned Office & Industrial Areas

Efforts will be made to provide high quality planned office and industrial areas in Inver Grove Heights. Such uses will be sited carefully to protect neighborhoods, preserve natural features, and minimize environmental impacts while creating opportunities for business development and employment within the City.

Maintain Educational Excellence

Inver Grove Heights has an excellent educational system for both primary and secondary education. Future planning of public and private facilities will keep pace with the technological advances necessary to support educational institutions.

An Attractive & Safe Environment

The community will emphasize an attractive and safe environment that affords residents the opportunity to get to know their neighbors. Sidewalks and trails will connect the city's neighborhoods and commercial centers. Public and private gathering spaces located throughout the community will accommodate formal and informal gatherings, which help support a strong sense of community.

Figure 2



SOURCE: DAKOTA COUNTY GIS, MODIFIED

SITE PLAN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DEAN WENZEL - Case No. 18-25C

Meeting Date: May 29, 2018

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Conditional Use Permit** to allow metal siding on a detached accessory building for the property located at 1843 120th Street.

- Requires a 4/5th's vote
- 60-day deadline: June 19, 2018 (first 60 days)

SUMMARY

The applicant is requesting to have metal siding on a detached accessory building. Metal siding is an allowed exterior building material on accessory buildings in the A and E-1 zoning districts by conditional use permit. The subject lot is 5.47 acres in size and located in the A, Agricultural zoning district.

The applicant has stated the accessory building would be used to store his own personal items. The building would be in compliance with size, setbacks, impervious surface, and stormwater requirements.

The siding proposed complies with the required thickness and 20-year warranty. The request for metal siding meets the CUP criteria relating to land use impacts such as setbacks and aesthetics, environmental impacts, public health and safety impacts and consistency with the Comprehensive Plan and Zoning Ordinance.

Planning Staff: Staff recommends **approval** of the request to allow metal siding on an accessory building with the conditions listed in the attached resolution.

Planning Commission: At the May 15, 2018 meeting the Planning Commission recommended **approval** of the conditional use permit for metal siding with the conditions listed (9-0).

Attachments: CUP Resolution
PC Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW METAL
SIDING ON AN ACCESSORY BUILDING**

Wenzel
Case No. 18-25C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 1843 120th Street, Inver Grove Heights, MN and legally described as:

**W 1/2 OF NE 1/4 OF SW 1/4 OF SW 1/4 SUBJ TO ESMNT E 30 FT, SECTION 31, TWN 27
RANGE 22 Dakota County, Minnesota**

WHEREAS, the request is to conditionally allow sheet metal siding on an accessory building;

WHEREAS, the aforescribed property is zoned A, Agricultural;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 15, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an accessory building with metal siding is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
3. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.

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 on the 29th day of May, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 15, 2018
SUBJECT: **DEAN WENZEL – CASE NO. 18-25C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request 102 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant would like to construct a 2,400 square foot accessory building with sheet metal siding on his 5.47 acre, Agriculturally zoned property. Sheet metal siding is allowed on buildings in this district by conditional use permit (CUP). The proposal meets both the sheet metal siding CUP and general CUP criteria. Staff recommends approval of the request with the three conditions listed. Staff did not hear from any of the surrounding neighbors.

Opening of Public Hearing

Lisa Wenzel, 1843 – 120th Street W, advised she was available to answer any questions.

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

Ms. Wenzel replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a conditional use permit to allow steel siding on an accessory building, for the property located at 1843 – 120th Street, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on May 29, 2018.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: May 15, 2018

CASE NO.: 18-25C

APPLICANT AND PROPERTY OWNER: Dean Wenzel

REQUEST: A conditional use permit to allow sheet metal siding on an accessory building.

LOCATION: 1843 120th Street

COMP PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant would like to construct a 2,400-square foot accessory building with sheet metal siding on his property. The lot is 5.47 acres in size and zoned A, Agricultural. City code allows an accessory buildings up to 2,400 *gross* square feet on lots greater than five acres, in the agricultural district. Sheet metal siding is allowed on buildings in the A and E-1 zoning districts by conditional use permit (CUP).

The applicant's property is wooded with two wetlands located on it. There is currently a single-family home on the property. The proposed accessory building would be 60' x 40' in size and located at least 50 feet from the closest property line, complying with size and setback requirements for the property. The structure would also be in compliance with impervious surface standards. The applicant has stated the building would be for his own personal use.

SPECIFIC REQUEST

The following specific application is being requested:

- A.) A **Conditional Use Permit** to allow sheet metal siding on an accessory building in the A, Agricultural district.

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

North: Open space; zoned R-1C; guided P/I, Public Institutional
East, South, & West: Single-family; zoned A, Agricultural; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

Conditional Use Permit Sheet metal siding on accessory buildings is a conditionally permitted use in the rural districts. Two sets of zoning code review criteria apply to sheet metal buildings. The first set is specific to metal sided accessory buildings. The second is a general set of criteria applicable to all conditional use permits.

Sheet Metal Siding CUP Criteria

Section 10-15-17 and 10-15-18 of the Zoning Regulations list criteria for accessory buildings.

1. *The sheet or corrugated steel or aluminum metal siding has a thickness of at least 29 gauge, and comes with a manufacturer's warranty of at least 20 years.*

The information the applicant has submitted states the proposed building would be at least a 29-gauge steel and come with a warranty of at least 20 years.

2. *There shall be a minimum space of six (6) feet between the principal and accessory structure unless attached, and a minimum space of six (6) feet between all other accessory structures.*

This criterion has been met. The building would be about 40 feet from the principal structure.

3. *Any detached accessory structure that exceeds a gross floor area of 1,000 square feet must have a minimum setback from all property lines of 50 feet.*

This criterion has been met. The structure is located 50 feet or more from all property lines.

General CUP Criteria

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The Comprehensive Plan recognizes the rural lot neighborhoods of the City as both residential and agricultural in nature. Accessory buildings with steel siding are common in some rural settings, including Inver Grove Heights rural neighborhoods. The abutting properties are all rural residential homes. The proposed building meets all other zoning code requirements including setbacks, size, and impervious surface. Building code requirements would be addressed with building permits to occupy the building.

Engineering

Engineering has reviewed the request and takes no exception to the proposed siding CUP. When the home was constructed in 2016 the owner included the accessory building when

designing the infiltration system on the property, complying with stormwater management requirements.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the conditional use permit request to allow metal siding to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
3. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.

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

RECOMMENDATION

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

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Narrative
Exhibit C - Site Plan
Exhibit D - Building information



Dean Wenzel Case No. 18-25C



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2016

Exhibit A
Zoning and Location Map
Map not to scale

I want to build a steel sided storage shed from Northland buildings. The plan indicates the setback and locations of the shed. I am asking to get a conditional use permit to put up a steel sided storage shed in Inver Grove Heights.


Dean Wenze /
4/20/2018

CERTIFICATE OF SURVEY for: Cuddigan Custom Builders

NOTE: SEE SHEET 2 FOR PROPOSED HOUSE, GRADING, & EROSION CONTROL

PROPERTY DESCRIPTION

The West One-Half (W1/2) of the Northeast One-Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-One (31), Township Twenty-Seven (27), Range Twenty-Two (22), together with and subject to easements of record, Dakota County, Minnesota.

ADDRESS

xxxx 120th St., Rosemount, MN

BENCHMARK

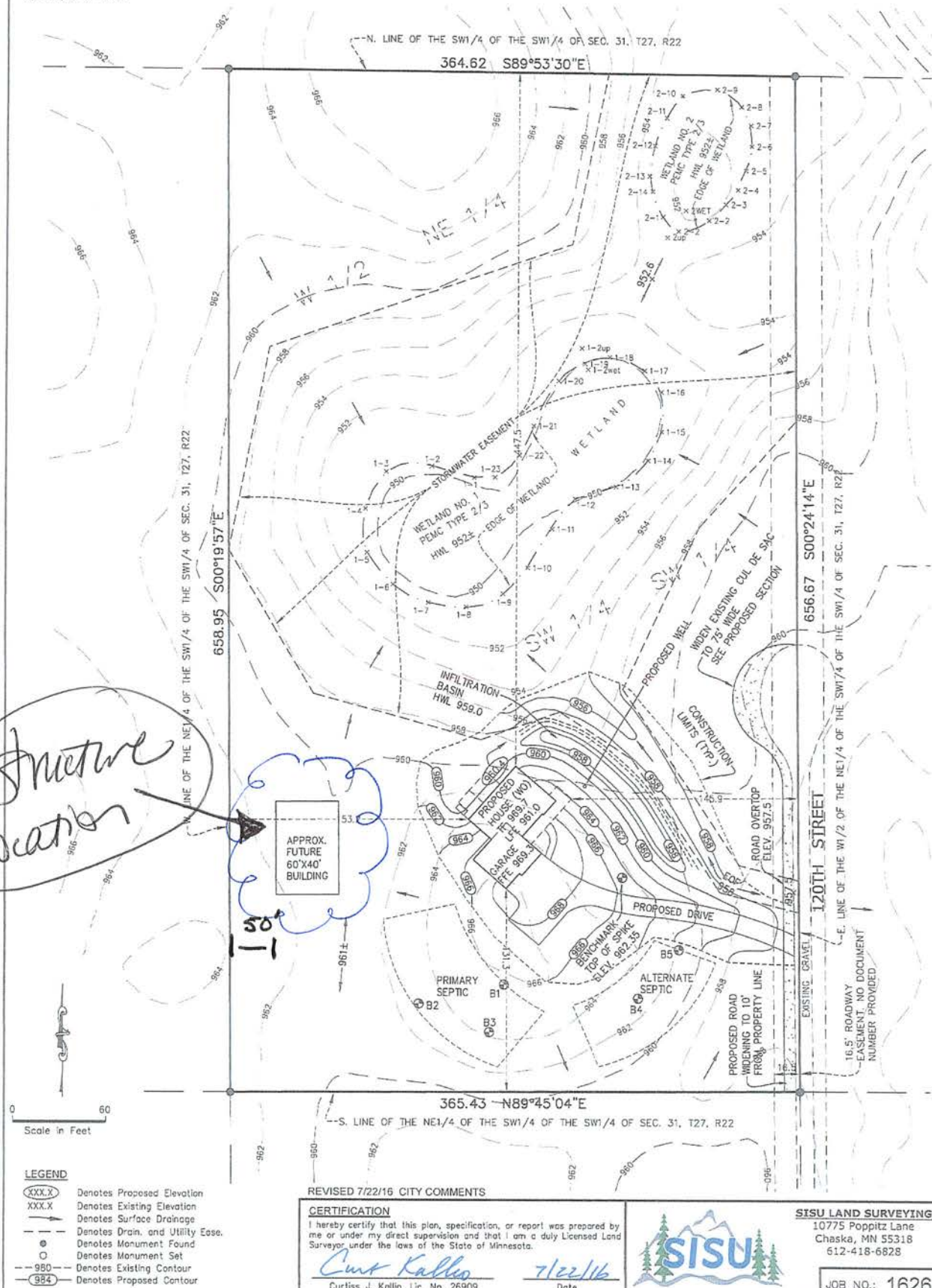
Top of spike as shown.

WETLANDS

Wetlands as shown were delineated by Jacobson Environmental. There are no proposed wetland impacts.

PROPOSED ELEVATIONS

Garage Floor at drive = 969.3
Top of Foundation = 969.7
Lowest Floor = 961.0





Quality building

Our Steel

Backed by a 45 year paint warranty, our steel panels retain color and gloss far longer than others, standing up to extreme weather conditions. Ask your Northland Buildings sales consultant for a color chart to see the huge selection of colors available.

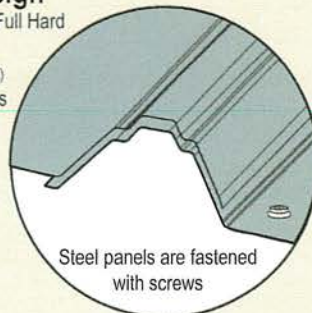


Built for beauty, value and durability, our steel is available in many colors and options to customize your building.

Northland's steel is E Full Hard G90 zinc coated galvanized steel that is superior quality and built to last.

Steel Rib Design

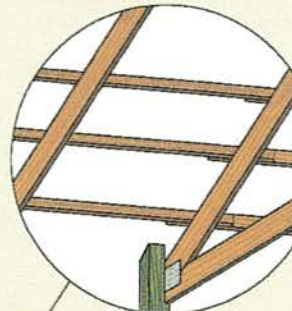
26 and 29 Gauge E Full Hard RIB STEEL (minimum 80,000 PSI Tensile Strength)
26 Gauge Elite Series and 29 Gauge Advantage Series



Steel panels are fastened with screws

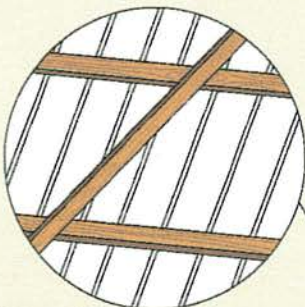
Roof Purlins

2x4 Roof Purlins with engineered spikes are placed on edge on top of the truss with end overlaps to provide a continuous uniform load distribution

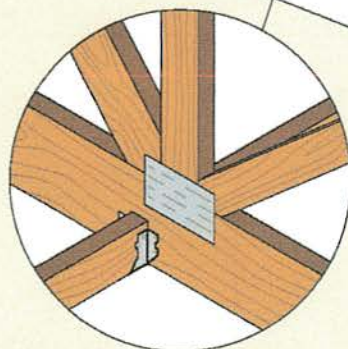
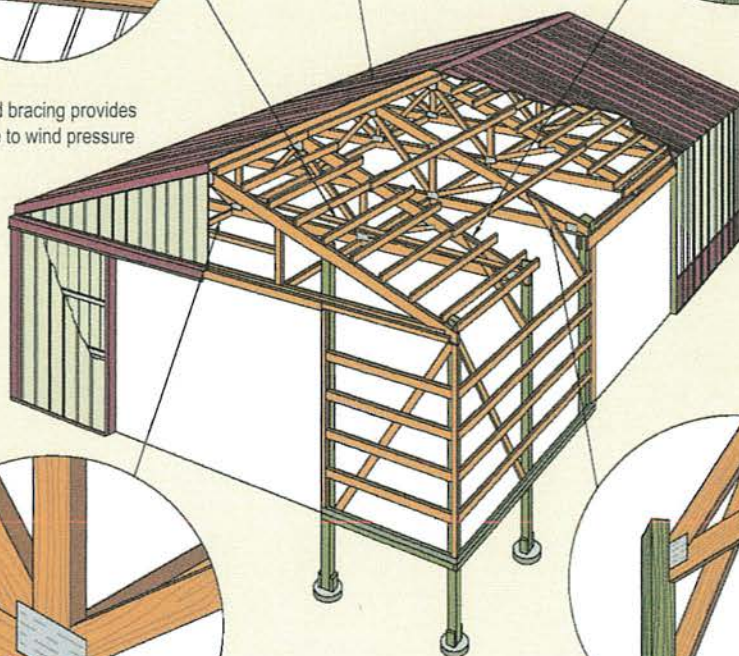


Wind Bracing

2x4 SPF diagonal wind bracing provides tremendous resistance to wind pressure



**Built
Tough**

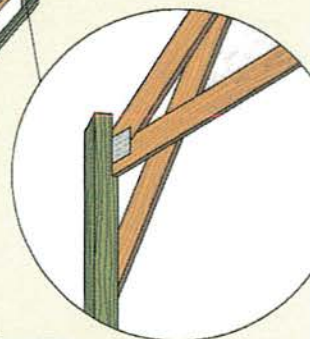


Lateral Bracing

2x4 SPF or better lateral bracing locks all truss members together, forming a single rigid unit

Engineered Trusses

Engineered trusses are notched at the columns, transferring the entire roof load to the column rather than relying on fasteners alone. 2x6 Knee braces give added stability to the sidewall against wind pressure



Our Warranty

We stand behind our quality with our industry leading warranty. 45 Year Warranty on paint, 50 Year Warranty on the roof system and a 50 year warranty on treated posts. You can count on Northland Buildings to honor this commitment to our customers.

We stand by our warranty!

"I wanted to thank you for all of your kind assistance. Seriously, you did an excellent job! Top quality service like this is what keeps a customer and I remain a steadfast Northland customer. I appreciate your professional and timely response."
David P.



northlandbuildings.com

800-736-4510

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CENTER CITY HOUSING CORP - Case No. 18-19SZP

Meeting Date: May 29, 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 actions for property located at 6070 Cahill Avenue;

- a) A Resolution approving a Comprehensive Plan Amendment to change the land use designation of Lot 2, Block 1 from Public/Institutional to HDR, High Density Residential.
 - Requires a 4/5th's vote.
- b) An Ordinance to Rezone Lot 2, Block 1 from P, Institutional to R-3C, Multiple Family Residential.
 - Requires a 3/5th's vote.
- c) A Resolution approving a Preliminary and Final Plat for a two-lot subdivision.
 - Requires a 3/5th's vote.
- d) A Resolution approving a Conditional Use Permit for a 40-unit multiple family apartment building.
 - Requires a 4/5th's vote.
- e) A Resolution approving a Variance to allow parking at a ratio of spaces per unit whereas 2.5 spaces per unit is required.
 - Requires a 3/5th's vote.
 - 60-day deadline: June 3, 2018 (first 60 days)

SUMMARY

The applicant is proposing to construct a 40-unit apartment building on the north half of the River Heights Vineyard Church property. The project would be an affordable housing project for low income families.

The property is currently guided and zoned for Institutional uses. A land use change and rezoning is necessary to allow for a multiple family project. The property would be platted into two lots so the apartment and church are on separate parcels. A conditional use permit is also required for any multiple family project. A variance is being requested to allow 80 parking spaces whereas 100 would be required.

ANALYSIS

- Land use change and rezoning do not appear to pose any land use incompatibilities with existing land uses.
- Two-lot plat meets platting requirements.
- All building and parking lot setbacks are met.
- All landscape requirements met.
- Building meets exterior materials and height requirements.

- Parking variance appears to have justification based on tenant mix having fewer cars, funding requires project to remain affordable for 33 years and church agrees to allow overflow parking if needed.

At the Planning Commission meeting, the resident to the north asked if evergreen trees could be planted north of the parking lot or along the north boundary. The applicant was agreeable to this request and Planning Commission added as a condition (see #11 conditional use permit resolution). A revised landscape plan has been submitted which provides for additional evergreen trees along the north boundary of the site.

The Police Chief reviewed the request and noted that based on his previous experience that there have been required bi-annual meetings with police and staff from the facility to review calls and address any issues. A condition is recommended that there be a requirement to have bi-annual meetings with this facility. A condition is listed as #12 in the conditional use permit resolution.

RECOMMENDATION

Planning Division. Recommends approval of the five requests with the conditions listed in the attached resolutions.

Planning Commission. The Planning Commission recommended approval of five requests with the added condition relating to landscaping and evergreen trees along the north boundary (included as #11 in the conditional use permit resolution (9-0)).

Attachments:

- Resolution approving Comprehensive Plan Amendment
- Ordinance Rezoning Lot 2, Block 1 to R-3C, Multiple Family Residential
- Resolution approving Preliminary and Final Plat of Cahill Place
- Resolution approving Conditional Use Permit for a 40-unit multiple family apartment building
- Resolution approving a Variance to allow parking at a ratio of 2.0 spaces per unit
- Planning Commission Recommendation
- Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF LOT 2, BLOCK 1, CAHILL PLACE FROM
PUBLIC/INSTITUTIONAL TO HDR, HIGH DENSITY RESIDENTIAL**

**CASE NO. 18-19SZP
(Center City Housing Corp)**

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

SEE EXHIBIT A

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 May 1, 2018, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

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

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

1. The 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 29th day of May, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 59 minutes 00 seconds East along the north line of said Northwest Quarter a distance of 69.14 feet to the point of beginning; said point of beginning being on the easterly right-of-way line of Parcel 7, Dakota County Road Right-Of-Way Map No. 84 per Document No. 887409; thence continuing North 89 degrees 59 minutes 00 seconds East along said north line 295.86 feet; thence South 00 degrees 42 minutes 17 seconds East, parallel with the West line of said Northwest Quarter a distance of 307.02 feet; thence North 89 degrees 46 minutes 34 seconds West 306.97 feet to said easterly right-of-way line; thence North 00 degrees 05 minutes 43 seconds East 203.54 feet along said right-of-way line; thence northerly along said easterly right-of-way line 102.48 feet along a tangential curve concave to the east, having a radius of 768.51 feet and a central angle of 07 degrees 38 minutes 25 seconds to the point of beginning.

**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. 18-19SZP
(Center City Housing Corp)**

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from P, Institutional District to R-3C, Multiple Family Residential 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 29th day of May, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 59 minutes 00 seconds East along the north line of said Northwest Quarter a distance of 69.14 feet to the point of beginning; said point of beginning being on the easterly right-of-way line of Parcel 7, Dakota County Road Right-Of-Way Map No. 84 per Document No. 887409; thence continuing North 89 degrees 59 minutes 00 seconds East along said north line 295.86 feet; thence South 00 degrees 42 minutes 17 seconds East, parallel with the West line of said Northwest Quarter a distance of 307.02 feet; thence North 89 degrees 46 minutes 34 seconds West 306.97 feet to said easterly right-of-way line; thence North 00 degrees 05 minutes 43 seconds East 203.54 feet along said right-of-way line; thence northerly along said easterly right-of-way line 102.48 feet along a tangential curve concave to the east, having a radius of 768.51 feet and a central angle of 07 degrees 38 minutes 25 seconds to the point of beginning.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT TO BE KNOWN AS
CAHILL PLACE**

**CASE NO. 18-19SZP
(Center City Housing Corp)**

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 1, 2018;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat of Cahill Place is hereby approved subject to the following conditions:

1. All plan approvals subject to the removal of the pipeline and the easement vacated by the utility company. No building permits shall be issued until pipe is removed and easement vacated.
2. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary and Final Plat	dated 3/30/18
Site Plan	dated 4/19/18
Grading and Drainage Plan	dated 4/2/18
Utility Plan	dated 4/19/18
Erosion Control Plan	dated 4/2/18
Storm Sewer Plan	dated 4/2/18

Landscape Plan	dated 4/19/18
Tree Preservation Plan	dated 4/19/18
Exterior Elevations (2 sheets)	dated 4/2/18

3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.

Passed this 29th day of May, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the Northwest corner of said Northwest Quarter; thence Easterly along the North line of said Northwest Quarter a distance of 365.00 feet; thence Southerly, parallel with the West line of said Northwest Quarter, a distance of 659.98 feet; thence Westerly parallel with said North line, 365.00 feet to said West line; thence Northerly to the point of beginning.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A 40-UNIT MULTIPLE
FAMILY APARTMENT BUILDING**

Case No. 18-19SZP
(Center City Housing Corp)

WHEREAS, the request is for the property located at 6070 Cahill Avenue and legally described as:

See Exhibit A

WHEREAS, the aforescribed property is zoned R-3C, Multiple Family Residential District;

WHEREAS, multiple family dwellings are listed as a conditional use within the R-3C, Multiple Family district;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 1, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional for a 40-unit multiple family apartment building is hereby approved subject to the following conditions:

1. All plan approvals subject to the removal of the pipeline and the easement vacated by the utility company. No building permits shall be issued until pipe is removed and easement vacated.

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

Preliminary and Final Plat	dated 3/30/18
Site Plan	dated 4/19/18
Grading and Drainage Plan	dated 4/2/18
Utility Plan	dated 4/19/18
Erosion Control Plan	dated 4/2/18
Storm Sewer Plan	dated 4/2/18
Landscape Plan	dated 5/22/18
Tree Preservation Plan	dated 4/19/18
Exterior Elevations (2 sheets)	dated 4/2/18

3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.
6. Any roof top or ground mounted mechanical equipment shall be substantially screened from view.
7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines.
8. All plans shall be subject to the review and approval of the Fire Marshal.
9. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of the property shall be responsible for the maintenance of storm water improvements on such lots.
10. Prior to construction, the Developer and Owner shall enter into a Development Contract with the City.
11. Prior to issuance of building permits, the landscape plan shall be modified to show more conifer tree plantings along the north boundary. This can be accomplished with either more plantings or changing out proposed plantings with conifers.
12. Bi-annual meetings shall be required between the Police Chief and facility staff to discuss police calls, operations and any other issues that may arise.

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 29th day of May, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 59 minutes 00 seconds East along the north line of said Northwest Quarter a distance of 69.14 feet to the point of beginning; said point of beginning being on the easterly right-of-way line of Parcel 7, Dakota County Road Right-Of-Way Map No. 84 per Document No. 887409; thence continuing North 89 degrees 59 minutes 00 seconds East along said north line 295.86 feet; thence South 00 degrees 42 minutes 17 seconds East, parallel with the West line of said Northwest Quarter a distance of 307.02 feet; thence North 89 degrees 46 minutes 34 seconds West 306.97 feet to said easterly right-of-way line; thence North 00 degrees 05 minutes 43 seconds East 203.54 feet along said right-of-way line; thence northerly along said easterly right-of-way line 102.48 feet along a tangential curve concave to the east, having a radius of 768.51 feet and a central angle of 07 degrees 38 minutes 25 seconds to the point of beginning.

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW PARKING AT A RATIO OF 2.0
SPACES PER UNIT WHEREAS 2.5 SPACES PER UNIT IS REQUIRED**

**CASE NO. 18-19SZV
(Cahill Place)**

Property located at 6070 Cahill Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a variance to allow parking at a ratio of 2.0 spaces per unit whereas 2.5 spaces per unit is required;

WHEREAS, the afore described property is zoned R-3C, Multiple Family Residential 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 May 1, 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:

1. Based on experience from the developer, parking need is less because most tenants have either one car or no car.
2. Financing for the use of the building dictate that the use cannot change for 33 years.
3. The abutting church has agreed to allow shared parking for up to 20 cars if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a parking ratio of 2.0 parking spaces per unit 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 29th day of May, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 59 minutes 00 seconds East along the north line of said Northwest Quarter a distance of 69.14 feet to the point of beginning; said point of beginning being on the easterly right-of-way line of Parcel 7, Dakota County Road Right-Of-Way Map No. 84 per Document No. 887409; thence continuing North 89 degrees 59 minutes 00 seconds East along said north line 295.86 feet; thence South 00 degrees 42 minutes 17 seconds East, parallel with the West line of said Northwest Quarter a distance of 307.02 feet; thence North 89 degrees 46 minutes 34 seconds West 306.97 feet to said easterly right-of-way line; thence North 00 degrees 05 minutes 43 seconds East 203.54 feet along said right-of-way line; thence northerly along said easterly right-of-way line 102.48 feet along a tangential curve concave to the east, having a radius of 768.51 feet and a central angle of 07 degrees 38 minutes 25 seconds to the point of beginning.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 1, 2018
SUBJECT: **CENTER CITY HOUSING CORP – CASE NO. 18-19SZP**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from P, Institutional to R-3C, Multiple-family, a comprehensive plan amendment to change the land use from P, Public/Institutional to HDR, High Density Residential, a preliminary and final plat for a two-lot subdivision, a conditional use permit for a 40-unit multi-family apartment building, and a variance from the minimum parking requirements for the property located at 6070 Cahill Avenue. 34 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a 40-unit low income multiple family apartment building on the north half of the River Heights Vineyard Church property. Platting would be required to subdivide the property so the apartment building would be on its own lot, a conditional use permit is required for the multiple-family apartment building, a comprehensive plan amendment and rezoning are needed to change the land use to multiple-family residential, and a variance is being requested to allow parking at a ratio of two spaces per unit whereas 2.5 spaces per unit is required. Mr. Hunting advised that at 2.5 spaces per unit 100 spaces should be provided; however, the applicant is proposing 80 spaces. The applicant's experience is that tenants living in these types of facilities need less parking as there are usually 0-1 vehicles per unit. The church has also provided written notice that they would allow some joint parking if a demand was ever needed. The funding type the applicants are applying for demand that this remain an affordable project for the long-term. Because of these reasons, staff has no issue with the variance request. The building would be located on the southern part of the lot with an access onto Cahill. Staff recommends approval of all the requests.

Commissioner Weber asked if staff had a suggestion for the practical difficulty for the variance.

Mr. Hunting replied that staff's recommendation would be the unique situation of the joint parking arrangement and the project being long-term affordable housing.

Commissioner Scales asked if there was a reason they could not build more towards the northeast.

Mr. Hunting replied that a large stormwater basin in the northeast corner would preclude the applicants from building there.

Commissioner Kraemer asked if there would be a formal shared parking agreement between the church and the applicant.

Recommendation to City Council

May 1, 2018

Page 2

Mr. Hunting replied it was currently a written agreement but could be made more formal if deemed necessary.

Commissioner Weber asked if the pipeline easement had been vacated yet.

Mr. Hunting replied it had not yet been vacated but must occur prior to issuing any permits. The easement is anticipated to be vacated by year end.

Opening of Public Hearing

Rick Klun, Executive Director of Center City Housing, advised he was available to answer any questions.

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

Mr. Klun replied in the affirmative. He introduced his development team and advised they have signed a purchase agreement to acquire the property from the church. The partnership with River Heights Vineyard Church was what attracted them to the project. Center City Corp is a 501(c)(3) company that builds housing, manages, and provides supportive services for people with limited means. They own, operate, and manage over 800 units throughout Minnesota. He showed renderings of similar buildings to what they are proposing to build in Inver Grove Heights. They are proposing 40 two and three-bedroom apartments with above and underground parking. It will be a secure building, tenants will come through a centralized front desk area to get to their apartments, which will be staffed 24/7 with a minimum of two people.

Commissioner Wippermann asked who their typical tenant would be.

Mr. Klun stated their tenants are families that have had a difficult time getting and maintaining housing.

Commissioner Wippermann asked if the proposed building would have any semblance to a group home.

Mr. Klun replied it would not. These would be individual apartments whose tenants would have a lease but would get a subsidy to help pay rent.

Kim Bretheim, LHB, advised this project would be 40 units of independent living with spaces on two levels for providing supportive services. To comment on the issue of the variance for parking, reducing the parking spaces minimizes impervious surface and helps reduce the amount of stormwater ponding needed. The easement for the property to the east will remain in place. They will meet the tree preservation requirements and will try to preserve the existing trees on the northwest corner of the site.

Commissioner Weber asked for clarification of the height of the building.

Mr. Bretheim explained that the building would be 32 feet measured from the bottom of the first floor to the roof.

Recommendation to City Council

May 1, 2018

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Mr. Klun clarified that they would be purchasing a little over two acres from the church.

Commissioner Wippermann asked to hear from the pastors as to what type of services they would be providing to the tenants.

Pastor Peter Benedict, River Heights Vineyard Church, advised that they serve meals four times a week and may increase that once this building gets built, they offer a recovery meeting which will likely be popular with this population, and they plan to offer a bilingual daycare which they hope will be utilized by tenants of this building. Neighbors may have concerns about the impact to the neighborhood; however, many of the people that will be living in this building have been attending the recovery meeting and free meal nights for years. The land the church plans to sell to Center City Corp is not and will not be used by the church, is essentially a very expensive wooded area, and the sale of the property would be a financial help to the church. Selling to Center City Corp accomplishes the church's goal to have the property used for something that would be of service to the community. The church strongly supports the request.

Commissioner Niemioja asked Ms. Kastler if she knew how many families were homeless in Inver Grove Heights, stating she was told by the school superintendent there were at least 40 homeless families in the public-school system.

Madeline Kastler, Dakota County Social Services, 1 Mendota Road, West St. Paul, stated she did not have numbers broken out specifically for Inver Grove Heights, but stated there were 347 households in Dakota County in need of housing resources.

Richard and Patti Stadt, 6050 Cahill Avenue, stated they were opposed to the request as they have had a bad experience with the tenants of Prairie Estates, just north of their property, including property damage, theft, animal cruelty, trespassing, the killing of their horse, pellet guns being shot towards their home, and break-ins. As such, they have had to install metal bars on their windows and security cameras. He stated there is drug activity at Prairie Estates and the tenants never seem to get off assistance and/or move out of the complex. The Stadt's referred to a police report which indicated there were 172 police calls to Prairie Estates in one year, not including child abuse cases.

Ms. Stadt questioned how such a project could be on Cahill, the City's Main Street Corridor.

Mr. Stadt stated it was difficult to get onto Cahill from their driveway; this project would exacerbate that situation.

Ms. Stadt stated if this project goes through she would like the applicants to build and maintain a high fence to deter vandalism to their property.

Commissioner Simon asked if the owners of Prairie Estates have on-site managers.

Mr. Stadt replied that Prairie Estate's main office was in Owatonna, but they have a manager on site during the week.

Dustin Haberland, 5982 Cahill Avenue, stated he purchased the property immediately north of

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the subject property in December 2017. Had he known this housing project was being proposed he likely would not have purchased it. He was considering potentially building high-end condos on his multi-family zoned property; however, that would be unlikely with the proposed housing project next door.

Commissioner Weber asked what the garage level elevation was of the proposed project.

Mr. Bretheim replied that the parking garage elevation was at 840.5.

Commissioner Weber noted that Mr. Haberland would be looking at the garage level of a four-story structure.

Chair Maggi noted that the church could likely build a structure of equal height on that portion of the property if so desired.

Jacque Potgreter, 3321 - 74th Street East, questioned what security measures would be in place.

Mr. Klun stated the housing they operate is nothing like Prairie Estates and they have never had situations like the Stadt's have had to endure. The building will be equipped with approximately 40 cameras, it will be staffed 24/7, they may give the neighbors their phone number so they can call if there are ever any issues, and he believes the proposed fencing and ponding will prevent tenants from going onto the property of the neighbors to the north and northeast.

Commissioner Lissarrague asked how they would deal with problem tenants.

Mr. Klun stated they comply with housing laws and have family coaches work with tenants regarding issues. If the issue is not resolved sometimes they have to go through the eviction process.

Commissioner Wippermann asked if they do background checks on tenants before allowing them to live there.

Mr. Klun replied in the affirmative, stating they have strict tenant selection criteria.

Mr. Bretheim addressed the fence location, stating it would begin on Cahill, extend over the top of the 15-foot-high retaining wall around the stormwater pond, go to the east property line, then down to the south property line. The only way tenants can access the building is through the main entrance, which will be staffed with at least two people 24/7. There are also two emergency exits which can only be accessed from the inside. No one would be able to enter the building by running in behind a vehicle going into the parking garage. There are security cameras facing all entry points, stairways, corridors, as well as the perimeter. Typically there are fob access controls that can be deactivated for a tenant that does not belong there anymore. Their goal is to encourage people that belong there to live there in a safe environment and to keep people that do not belong there out.

Chair Maggi asked the applicant to discuss their ownership.

May 1, 2018

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Mr. Bretheim advised that if this was financed through tax credit investments they would have a long-term commitment with a low-income investor. He clarified that this was not a Section 8 project; it was a different program with different terms and expectations.

Commissioner Lissarrague asked the applicant how long he anticipated owning the proposed building.

Mr. Klun replied they were looking at three different funding applications (a bonding bill and two potential tax credit applications), each with different requirements. Typically after 15 years they could sell the building, but it must remain affordable.

Chair Maggi asked if the CDA would maintain oversight of the proposed building.

Mr. Klun replied that depended on what the funding source was. If the CDA was the primary funder, then they would maintain oversight.

Jon Marsden, 7352 Boyd Avenue, Pastor of River Heights Vineyard Church, stated he fully supported the request and felt Center City Corp would be a good neighbor, a good mission partner, and the project would benefit families struggling with housing and needing a home. He noted that they have many children in their congregation and would never promote a project that would not be a safe environment for their children.

Jeff Pelletier, 7146 Claude Avenue, a member of River Heights Vineyard Church, stated he was originally opposed to the request but changed his mind after speaking with Center City Corp and understanding that the core of what they are trying to do is help the children through family coaches, children's play areas, and on-site supervision.

Housing Committee Chair Paul Mandell, 8320 Cleadis Avenue, advised that the Housing Committee supported the project wholeheartedly as this kind of supportive housing for families was desperately needed. It was for working families, was within walking distance of retail and a bus line, and would be a quality project that would be nothing like Prairie Estates.

Mr. Haberland asked what kind of lighting would be installed on the parking lot facing his property. He also questioned what kind of people would be living here that required so much security.

Mr. Bretheim replied that the northernmost parking lot would be roughly 60' from the north property line and would have downcast shoebox style lighting to minimize glare off-site. He advised that they have typically been installing four-foot pre-finished aluminum fences on Center City projects.

Mr. Kraemer asked if they would use a third-party management company from the twin cities.

Mr. Klun replied that at this point they were looking at using a third party professional property management company.

May 1, 2018

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Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated with the problems that have occurred with Prairie Estates she could understand how personally this was a hard issue for many people. However, her understanding was that this was a much different project, it fit with the guiding principles of the comprehensive plan, would provide a type of housing desperately needed in the City, would help the 40-plus homeless families in the Inver Grove Heights school district, and would include support staff as well as a partnership with River Heights Vineyard Church.

Commissioner Lissarrague understood the neighbors' concerns, but the partnership with the church gives him a different perspective as the church would not want to do anything that would tarnish their reputation.

Commissioner Wippermann stated he understood the concerns by some of the residents based on their past experiences, however, there was a need for this type of facility and he supported the request because of the coaching being offered, the 24/7 staffing, and the relationship with the church.

Commissioner Weber suggested adding evergreen trees along the northern portion of the lot in consideration for the neighbor to the north.

Mr. Klun advised they would be agreeable with the proposed change to the landscape plan.

Chair Maggi asked if the tree requirement should be added to the conditional use permit request.

Mr. Hunting replied in the affirmative.

Commissioner Robertson advised that what makes this request significantly different from Prairie Estates is the fact that each unit in Prairie Estates has its own entrance/exit rather than one secure entry that is staffed.

Commissioner Scales supported the request and stated this type of housing was sorely needed in Inver Grove Heights.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a rezoning of the property from P, Institutional to R-3C, Multiple-family, a comprehensive plan amendment to change the land use from P, Public/Institutional to HDR, High Density Residential, a preliminary and final plat for a two-lot subdivision, a conditional use permit for a 40-unit multi-family apartment building, and a variance from the minimum parking requirements for the property located at 6070 Cahill Avenue, with the conditions listed and adding a condition to the conditional use permit to give consideration to changing the overstory trees north of the parking lot to evergreen type trees.

Motion carried (9/0). This item goes to the City Council on May 29, 2018.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE:	April 24, 2018	CASE NO.: 18-19SZP
APPLICANT:	Center City Housing Corp.	
PROPERTY OWNER:	River Heights Vineyard Church	
REQUEST:	Comprehensive Plan Amendment to change land use from P, Public/Institutional to HDR, High Density Residential, and Rezoning from P, Institutional District to R-3C, Multiple Family Residential District, Preliminary and Final Plat, Conditional Use Permit for 40-unit multiple Family apartment building and Variance from minimum parking standards.	
LOCATION:	6070 Cahill Avenue	
HEARING DATE:	May 1, 2018	
COMPREHENSIVE PLAN:	P, Public/Institutional	
ZONING:	P, Institutional District	
REVIEWING DIVISIONS:	Planning Engineering	PREPARED BY: Allan Hunting City Planner

BACKGROUND

The applicant is proposing to construct a 40 unit multiple family apartment building on the north half of the River Heights Vineyard Church property. The property would be subdivided so the apartment building would be on its own lot. The project would be an affordable housing project for low income families. Center City Housing Corp. has developed housing for low income families in Bemidji, Duluth, Rochester and St. Cloud. Funding for the project is expected to be awarded in October 2018 with construction in 2019. Platting of the property is required for the division and multiple family projects are required to be on platted property. A conditional use permit is needed for multiple family. A variance is being requested to allow a reduced number of parking spaces. The variance request is based on Center City's experience and that the tenants usually either have one car or no cars. The parking ratio shown is 2.0 parking spaces per unit, whereas the code requires 2.5 spaces per unit.

A comprehensive plan amendment and rezoning are needed to change the land use to multiple family residential.

The application request consists of the following:

1. A Comprehensive Plan Amendment to change the land use designation of Lot 2, Block 1 from Public/Institutional to HDR, High Density Residential.
2. A Rezoning for Lot 2, Block 1 from P, Institutional to R-3C, Multiple Family Residential.
3. A Preliminary and Final Plat for a two lot subdivision.
4. A Conditional Use Permit for a 40 unit multiple family apartment building.
5. A Variance to allow parking at a ratio of 2 spaces per unit whereas 2.5 spaces per unit is required.

SURROUNDING USES

The subject property is surrounded by:

North	Single family home; zoned R-3B; guided Medium Density Residential.
East	Single family home; zoned R-3B; guided Medium Density Residential.
West	Commercial businesses; zoned B-1; guided Community Commercial
South	River Heights Vineyard Church, single family homes; zoned P and R-1C; guided Public/Institutional and Low Density Residential.

EVALUATION OF REQUEST

Comprehensive Plan Amendment

The entire parcel is guided Public/Institutional in the 2030 Comprehensive Plan. This category is defined 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 include facilities owned and run by the three public school districts that lie within the community and Inver Hills Community College. Local government faculties include the city hall, community center and public works complex and the fire station locations.”

The request is to change the north half of the site, or Lot 2 on the proposed plat to HDR, High Density Residential.

High Density Residential is defined in the 2030 Comprehensive Plan as:

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

The property to the north and east are guided for multiple family housing. Commercial/services uses are located on the west side of Cahill Avenue. There are single family homes to the south of the property and the church would be between the proposed project and the single family homes. Multiple family housing is typically developed along collector roads and are compatible across from commercial uses. The proposed land use designation does not appear to be out of character for the surrounding area.

Rezoning

The applicant is proposing to change the zoning for Lot 2 to R-3C, Multiple Family Residential. The purpose of the R-3C district listed as follows:

“The R-3C residential district is established for multi-family dwellings with more than seven (7) units per building (whether rental or cooperative or condominium) and densities greater than twelve (12) dwelling units per acre in areas which are provided with full urban facilities.”

The proposed zoning would be consistent with the proposed land use designation and with the project proposed.

Preliminary and Final Plat

The property is proposed to be divided into 2 lots. The southerly lot or Lot 1 would contain the church and the northerly lot or Lot 2 would contain the proposed apartment building. Proposed Lot 2 complies with lot size standards based on the number of units proposed.

The plat shows drainage and utility easements over the proposed storm water system and standard perimeter easements.

There is an existing 96-foot-wide pipeline easement that runs along the easterly side of the lot. The applicant has indicated that the pipeline company will be removing the pipe and vacating the easement within the year. Engineering has confirmed that a new pipe is being constructed as a replacement to this pipe. A condition of approval for the plat, and CUP will be that no building permits can be issued until the pipe has been removed and the easement vacated by its owner.

Conditional Use Permit Review

Bulk Standards. The charts below indicate that the proposed development is in compliance with all the required setback and bulk standards for the R-3C zoning district.

Setback/Bulk Standards For the R-3C District			
Standard	Required Standard	Proposed	Status
Front Yard Setback	50 ft.	50 ft.	Compliant
Side Yard Setback	20 ft.	20 ft.	Compliant
Rear Yard Setback	30 ft.	30 ft.	Compliant
Building Coverage (max)	20%	18.1%	Compliant
Building Height	35 ft.	32 ft.	Compliant
Impervious Surface (max)	40%	40.0%	Compliant

Exterior Building Materials. The exterior materials consist of brick veneer, cement lap siding and panels and textured concrete block. All materials comply with exterior standards.

At some elevations, the building is exposed four stories, however, less than 50% of the lowest floor elevation is exposed and so height is measured from the first floor and not the basement/ garage floor.

Access. The site would be served by one new access onto Cahill Avenue. The curb opening spacing meets all access point separation spacing requirements.

Lighting. The plan does not identify any lighting. Any parking lot or building lighting must be a shoe-box style to prevent direct visibility of the light source. Any lighting must comply with the lighting illumination standards in the zoning ordinance.

Parking. The applicant is proposing parking for the project with 42 underground stalls and 38 surface parking for a total of 80 spaces. The Ordinance requires 2.5 spaces per unit or a total of 100 spaces. The applicant is requesting a variance which is discussed later in this report.

The standards for off-street parking setbacks are listed below.

Parking Setbacks in R-3C Zoning District			
Setback	Required Standard	Proposed	Status
Front	30 ft.	30 ft.	Compliant
Side	5 ft.	Greater than 5 ft	Compliant
Rear	5 ft.	Greater than 5 ft	Compliant

Signage. The application documents did not include sign information. Before the landowner installs any signage, a separate sign permit will have to be applied for. At that time, Sign Ordinance standards will be reviewed.

Mechanical Units. The Zoning Ordinance requires all outdoor mechanical equipment, whether rooftop or ground level, to be screened from view of the public. Any proposed equipment must be screened or located on the roof so as not to be visible from the street or surrounding properties.

Grading, Drainage, & Utilities. Engineering has been working with the applicant on the design of the regional basin and the overall stormwater design. The plans are acceptable as prepared, but will require some final minor modifications prior to final approval by the City Engineer.

Tree Protection/Landscape Standards. Grading of the site will remove more than 40 percent of the site's existing trees. Since 40 percent removal is the threshold beyond which tree replacement is required by the City's Tree Protection Ordinance, the developer will be required to replace trees. A total of 107.5 caliper inches or 43 trees are required to be planted to meet reforestation requirements. A total of 44 overstory trees are required (four for parking lot landscaping requirements). The equivalent of 90 overstory trees are shown on the landscape plan. Reforestation and landscaping standards have been met.

Comprehensive Plan Issues. The use of the property for multiple family and the proposed land use change would be consistent with the goals, policies, and plans of the City Comprehensive Plan, including future land uses, utilities, streets, and parks. All utilities and streets are in place and no improvements are required as a result of this project.

Impact Upon Surrounding Properties and City Services. The use is generally compatible with existing and future uses of surrounding properties. It would not be materially injurious to the surrounding properties or improvements in the vicinity. Nor, would it have an adverse impact upon existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.

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

Variance

The applicant is requesting a variance to allow a total of 80 parking spaces whereas 100 are required. The applicant indicates based on their experience with their other projects, few if any units are expected to have tenants with more than one vehicle. The underground

parking proposed would be enough for all the residents and staff. Surface parking would be primarily for guest parking. They also indicated the project must be an affordable project for 33 years. The applicant has also reached out to the church for a shared parking arrangement. The church as responded in writing indicating their willingness to allow shared parking of 20 spaces.

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 variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The code has only one exception to the minimum parking requirement in the R-3C district, that being for senior housing which allows a ratio of 1:5 per unit. There is no exception for an affordable housing product. The request does not appear to have an impact on the comprehensive plan.

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

There would be enough parking provided underground for staff and the residents. The surface parking would be used mostly by visitors. The applicant would use the property in a reasonable manner since there is still parking provided.

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

The property has a regional basin in the northeast corner of the site which takes up buildable area. The reduced parking surface minimizes impervious surface and helps reduce the amount of storm water ponded needed. The funding for the property requires it to be used as affordable housing for at least 33 years. Within that time, there could be significant changes in transportation needs and use of automobiles. Parking demands would most likely be significantly different than today.

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

The reduced number of parking spaces would not appear to change the character of the neighborhood.

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

Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- o Approving the Comprehensive Plan Amendment from Public/Institutional to HDR, High Density Residential 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 Approving the Rezoning of Lot 2 from P, Institutional District to R-3C, Multiple Family Residential District.
- o Approving the Preliminary and Final Plat of Cahill Place subject to the following conditions:
 - 1. All plan approvals subject to the removal of the pipeline and the easement vacated by the utility company. No building permits shall be issued until pipe is removed and easement vacated.
 - 2. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary and Final Plat	dated 3/30/18
Site Plan	dated 4/19/18
Grading and Drainage Plan	dated 4/2/18
Utility Plan	dated 4/19/18
Erosion Control Plan	dated 4/2/18
Storm Sewer Plan	dated 4/2/18
Landscape Plan	dated 4/19/18
Tree Preservation Plan	dated 4/19/18
Exterior Elevations (2 sheets)	dated 4/2/18
 - 3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.
- o Approving the Conditional Use Permit for a 40 unit multiple family apartment building subject to the following conditions:
 1. All plan approvals subject to the removal of the pipeline and the easement vacated by the utility company. No building permits shall be issued until pipe is removed and easement vacated.
 2. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary and Final Plat	dated 3/30/18
Site Plan	dated 4/19/18
Grading and Drainage Plan	dated 4/2/18
Utility Plan	dated 4/19/18
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Storm Sewer Plan	dated 4/2/18
Landscape Plan	dated 4/19/18
Tree Preservation Plan	dated 4/19/18
Exterior Elevations (2 sheets)	dated 4/2/18
 3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
 4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
 5. Park dedication shall consist of a cash contribution equal to the rates in effect at the time the final plat is approved.
 6. Any roof top or ground mounted mechanical equipment shall be substantially screened from view.
 7. All parking lot and building lighting on site shall be a down cast “shoe-box” style and the bulb shall not visible from property lines.

8. All plans shall be subject to the review and approval of the Fire Marshal.
 9. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of the property shall be responsible for the maintenance of storm water improvements on such lots.
 10. Prior to construction, the Developer and Owner shall enter into a Development Contract with the City.
- o Approving the Variance to allow 80 parking spaces whereas 100 is required.

Practical Difficulty:

B. Denial If the Planning Commission does not favor the comprehensive plan amendment, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff had some concerns regarding the reduced parking stall number. Normally, the concern would be that the use of the property could change, along with it, an increased need for parking. The site would not have space to provide the additional 20 spaces. Since the use as low income multiple family could not change for 33 years, this is not as big a concern. We do suspect the occupants of the building would not have as many cars as would be in other multi-unit buildings.

Staff recommends approval of the comp plan amendment, rezoning, platting and conditional use permit with the conditions listed. Staff supports the variance based on the parking need experience learned from the developer, the fact that the tenant mix can't change for 33 years and that the church has agreed to allow shared parking for 20 spaces if needed.

Housing Committee Recommendation. The Housing Committee reviewed the request and supports the request based on the following points:

- o Recognizes the growing need for this kind of transitional and supportive housing in Inver Grove Heights.
- o The location is within walking distance of two retail nodes, north and south, on Cahill.
- o The location is within walking distance to public transportation.
- o This quality development will enhance the rental housing stock in Inver Grove Heights.

- o The larger units with various services fulfill a need for young parents and children.

The Housing Committee recommends approval of the project.

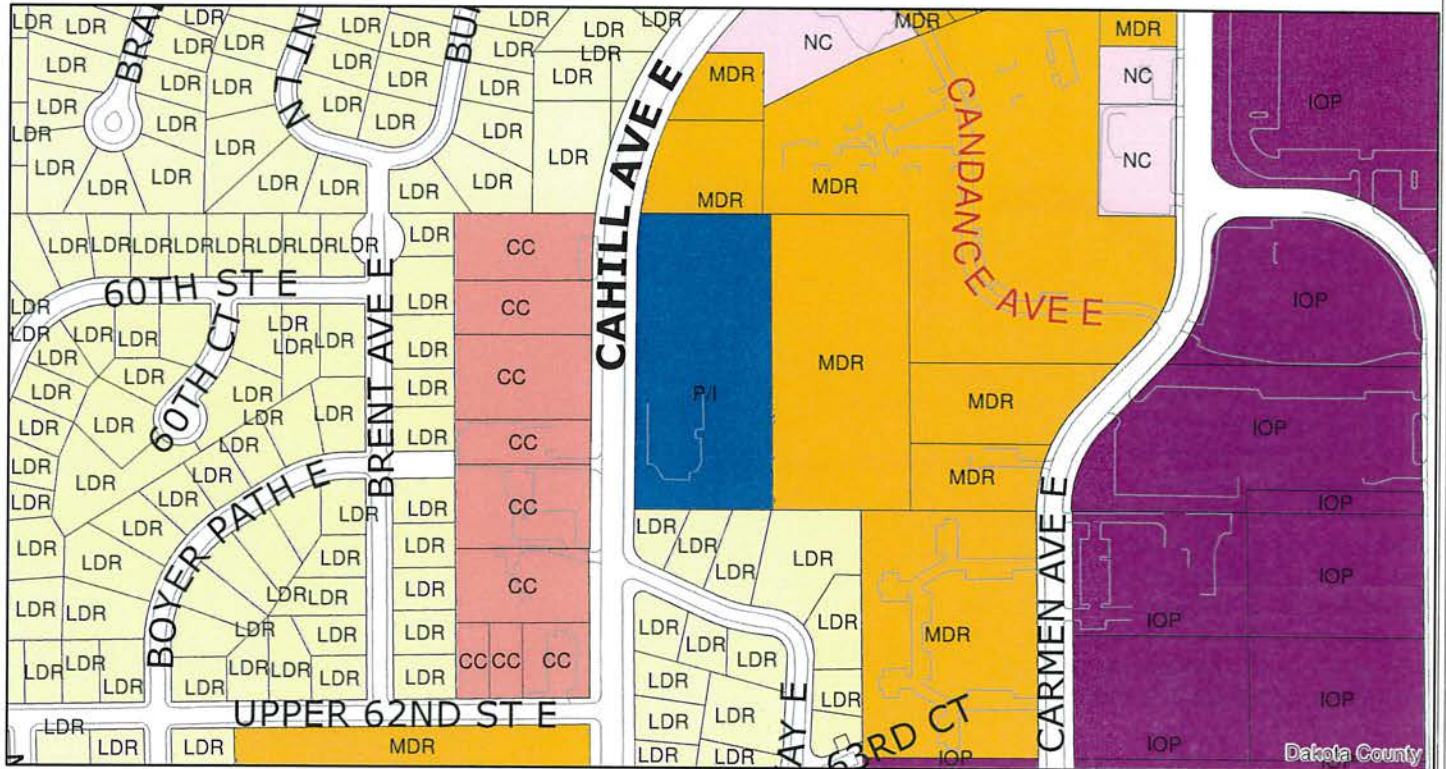
Attachments: Existing/Proposed Comp Plan Map
Zoning Map
Applicant Narrative
Preliminary Plat
Final Plat
Site Plan
Grading Plan
Utility Plan
Landscape Plan
Tree Preservation Plan
Exterior Elevations (2 sheets)



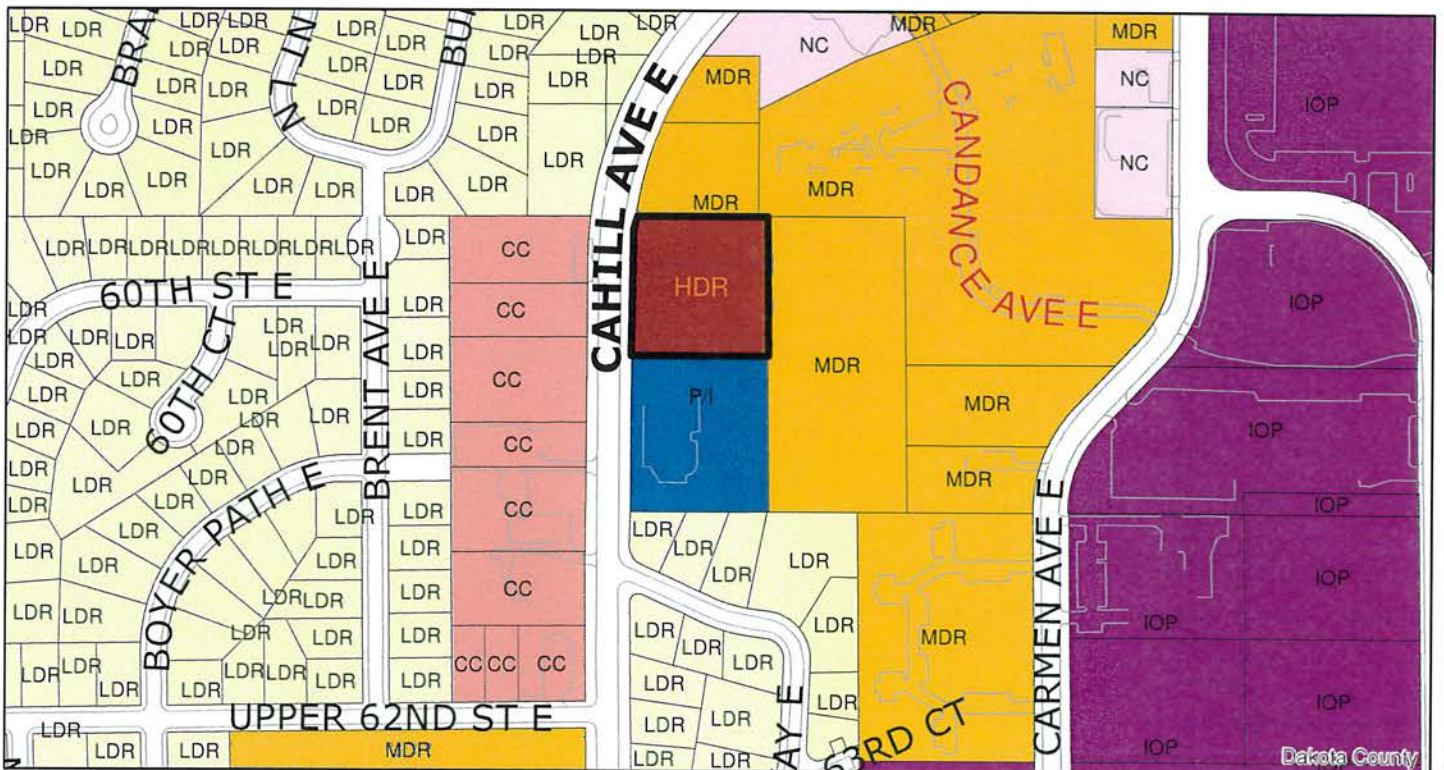
Center City Amendment



Existing Comp Plan



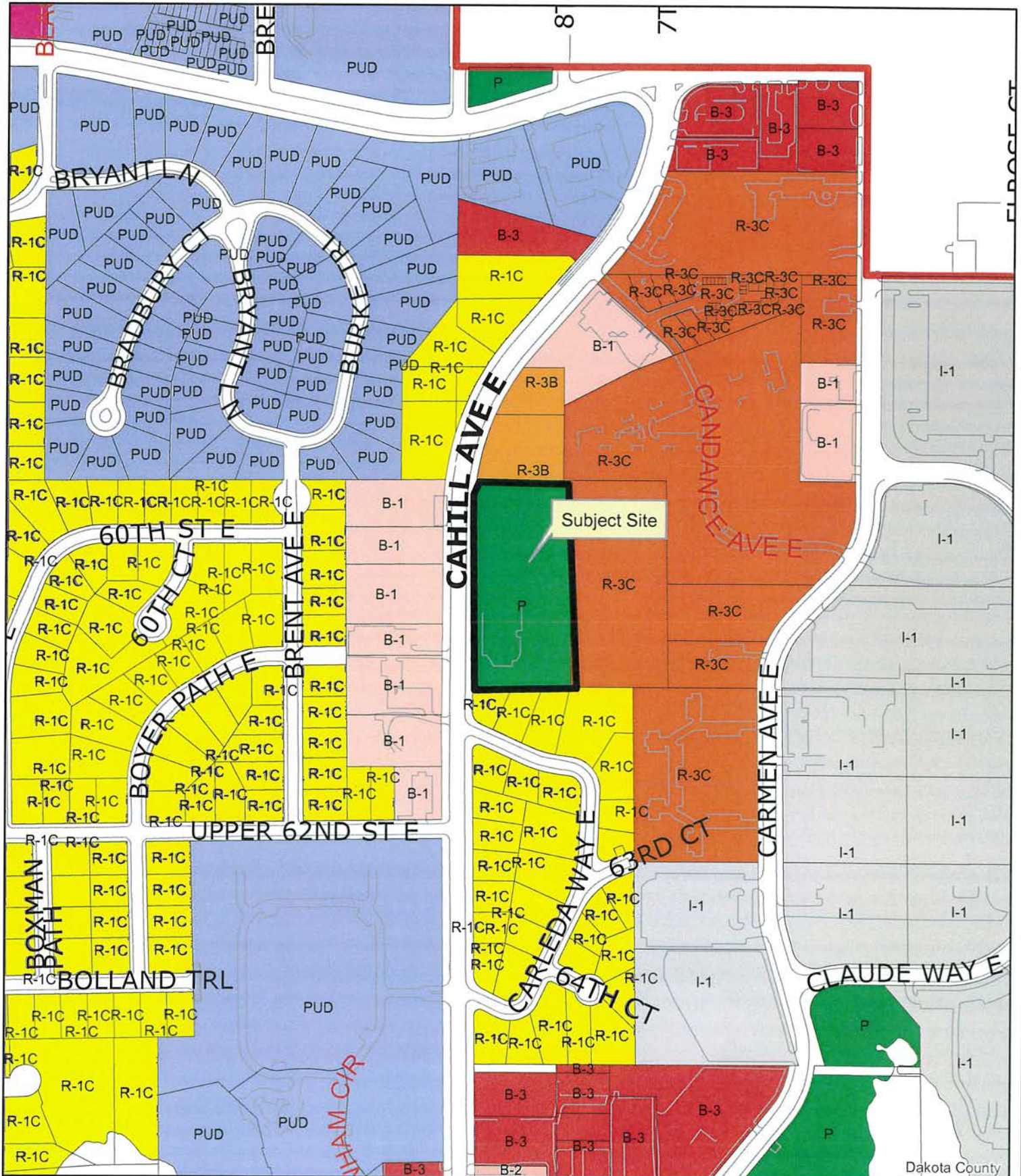
Proposed Comp Plan





Zoning Map

Case No. 18-19ZPA



CAHILL PLACE APPLICATION NARRATIVE

Via this submittal, a Rezoning, Comprehensive Plan Amendment, Conditional Use Permit, Preliminary Plat and Final Plat for a site located on Cahill Avenue, between Carleda Way and Candace Avenue, is being sought. This site is currently zoned Institutional. Due to the particular configuration of the site and in light of the nature of the occupancy of this 40-unit apartment, a parking variance is also requested.

The application includes a request for a Conditional Use Permit with a Comp Plan reclassification to multi-family use and a rezoning to RC3 for the northern portion of the site.

The proposal here is to build a 40-unit family apartment building (with two and three bedroom units) with supportive services on property currently owned by River Heights Vineyard Church. The northern portion of what is now 6070 Cahill Avenue will be the property purchased. The platting of the property will create the subdivision.

This site represents an excellent location for this supportive housing project for low-income residents. Noted is that:

- While not a part of the zoning and planning, a relationship with the Church has been developed pursuant to which certain Church facilities will be regularly available to the occupants of the apartment building and the Church will provide support for the residents.
- County studies show a significant need for housing of this type in the community and for the types of services that Center City Housing Corp, the non-profit developer, provides.
- A neighborhood meeting has been held and the impact of this development on the neighborhood is represented here as being a positive one.

Fulfilling housing needs of those who find difficulty in finding safe, secure housing that helps them to move forward is the charitable mission of Center City Housing Corp. Center City is a 501(c)(3) tax-exempt entity that has developed housing of this general type in Bemidji, Duluth, Rochester and St. Cloud.

As to the parking variance, it is noted that the experience of Center City Housing Corp. throughout the state is that the low-income persons who occupy housing of this type either have one or no cars. Few, if any, units are expected to have tenants with more than one vehicle. Similar units developed by Center City and others have never had more than 50% of the units occupied by persons with automobiles. The proposed development will have underground parking that is anticipated to provide all the parking for residents and staff. The surface parking will be primarily visitor parking. The site is providing some regional ponding that will make additional parking very difficult to accommodate. Since additional parking is not needed and providing for the storm water runoff is a high priority, adding additional impervious surface area is not a good use of the available land. Additionally, the proposed parking variance will allow the preservation of more of the existing trees. The parking ratio that is shown on the site plan is 2 stalls per dwelling unit.

Neighborhood Meeting Summary - Cahill Place Apartments

Meeting Date: Thursday, March 22, 2018 7:00 - 8:00 pm

Location: River Heights Vineyard Church
6070 Cahill Avenue, IGH

Meeting Presenters: Rick Klun, Center City Housing Corp.
Nancy Cashman, Center City Housing Corp.
Nick Vreeland, LHB Architects

Introductions were made for the 3 presenters. In addition, several people attending from the church, Dakota County Community Services and the Dakota County CDA were acknowledged.

Rick Klun gave an overview of the Center City Housing Corp. (CCHC), they are a non-profit affordable housing developer with an emphasis on housing that provides supportive services. They own and manage over 800 housing units throughout Minnesota. CCHC is proposing a new apartment building in Inver Grove Heights to continue this mission. Mr. Klun described the population that would be served: families needing housing with supportive services for workforce and family stabilization.

Nick Vreeland from LHB Architects reviewed the site plan, building elevations and other items such as regional ponding requirements and tree mitigation. The proposed housing would be located on land currently owned by the River Heights Vineyard Church and under purchase agreement with Center City Housing Corporation. The proposed plan is for a 40 unit apartment building with underground parking, secure entrance with 24 hours staff and a regional pond that will be included on the site plan to assist with water management in the area.

There were several questions from audience members including:

1. **Traffic** - the architect responded that number of expected trips per day would not require a traffic study.
2. **Green building** - the architect responded that we use Green Communities as required by Minnesota Housing.
3. **Accessibility** - the architect responded that we provide the number of fully accessible units required by MN building code and/or Minnesota Housing.
4. **What does the CDA think of this project** - a CDA representative responded that the CDA is aware of the need and is supportive of this proposal; the CDA believes a non-profit that has the experience and expertise in managing housing with supportive services is better suited to pursue such a project.
5. **What is the need** - Dakota County Community Services representatives indicated that there is a need and they currently have 347 households on a waiting list, 97 of which are families in need of permanent supportive housing.

The meeting was concluded with an anticipated schedule:

1. Application submitted to City 4/2/18
2. Planning Commission Public Hearing on 5/1/18
3. City Council Meeting to consider application on 5/29/18

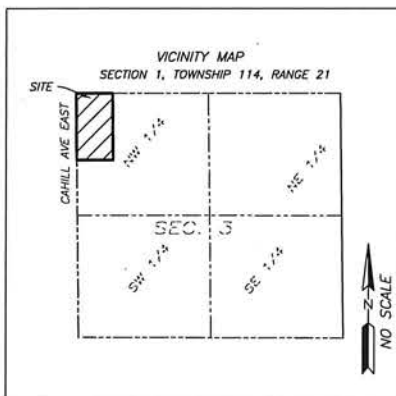
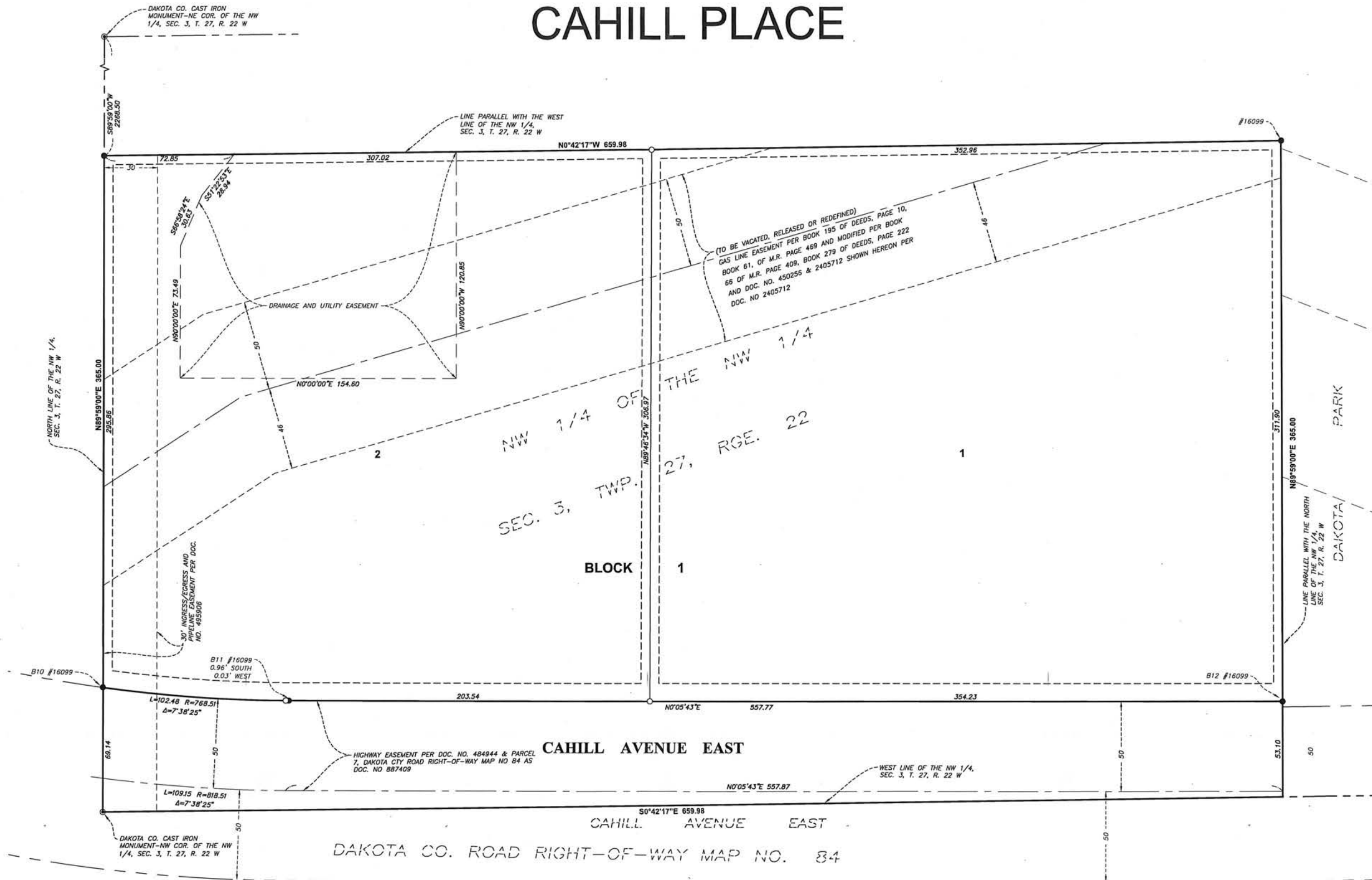
Item 3.02

Allan Hunting

From: Ship rec <shiprecb@allstatepeterbiltgroup.com>
Sent: Tuesday, May 1, 2018 7:56 AM
To: Allan Hunting
Subject: center city housing corp case no 18-19szp

GOOD MORNING MY NAME IS TODD AHRENS I LIVE AT 6160 CARLEDA WAY E IGH JUST SOUTH OF THE CHURCH I HAVE SOME CONCERNS HERE THEY ARE TRAFFIC TWO SMALL OF PROPERTY FOR THAT LARGE OF STRUCTURE CRIME RATES WILL INCREASE DRAIN ON PUBLIC SERVICES ALSO AFTER DOING A LITTLE RESEARCH THE COOP OTHER SITES HOUSE MENTALLY ILL AND DRUG ATTICKS WITCH IS A MAJOR CONCERN SINCE I LIVE SO CLOSE SO I AM HOPING U DENY THIS REZONING THANK U

CAHILL PLACE

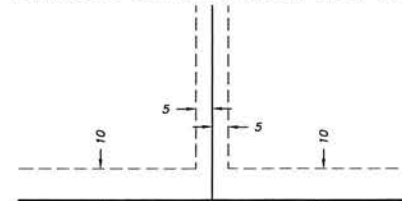


NOTES:

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED OVER, OVER UNDER, AND ALONG THE STRIPS MARKED "UTILITY EASEMENTS"

STREETS, ALLEYS AND OTHER PUBLIC
AREAS SHOWN OF THIS PLAT ARE NOT
HERETOFORE DEDICATED TO PUBLIC
USE ARE HEREBY SO DEDICATED.

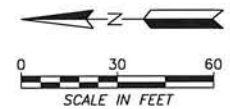
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT
LINES, AND 10 FEET IN WIDTH ADJOINING PUBLIC
WAYS, UNLESS OTHERWISE INDICATED ON THE PLAT.

BEARING ORIENTATION NOTE:

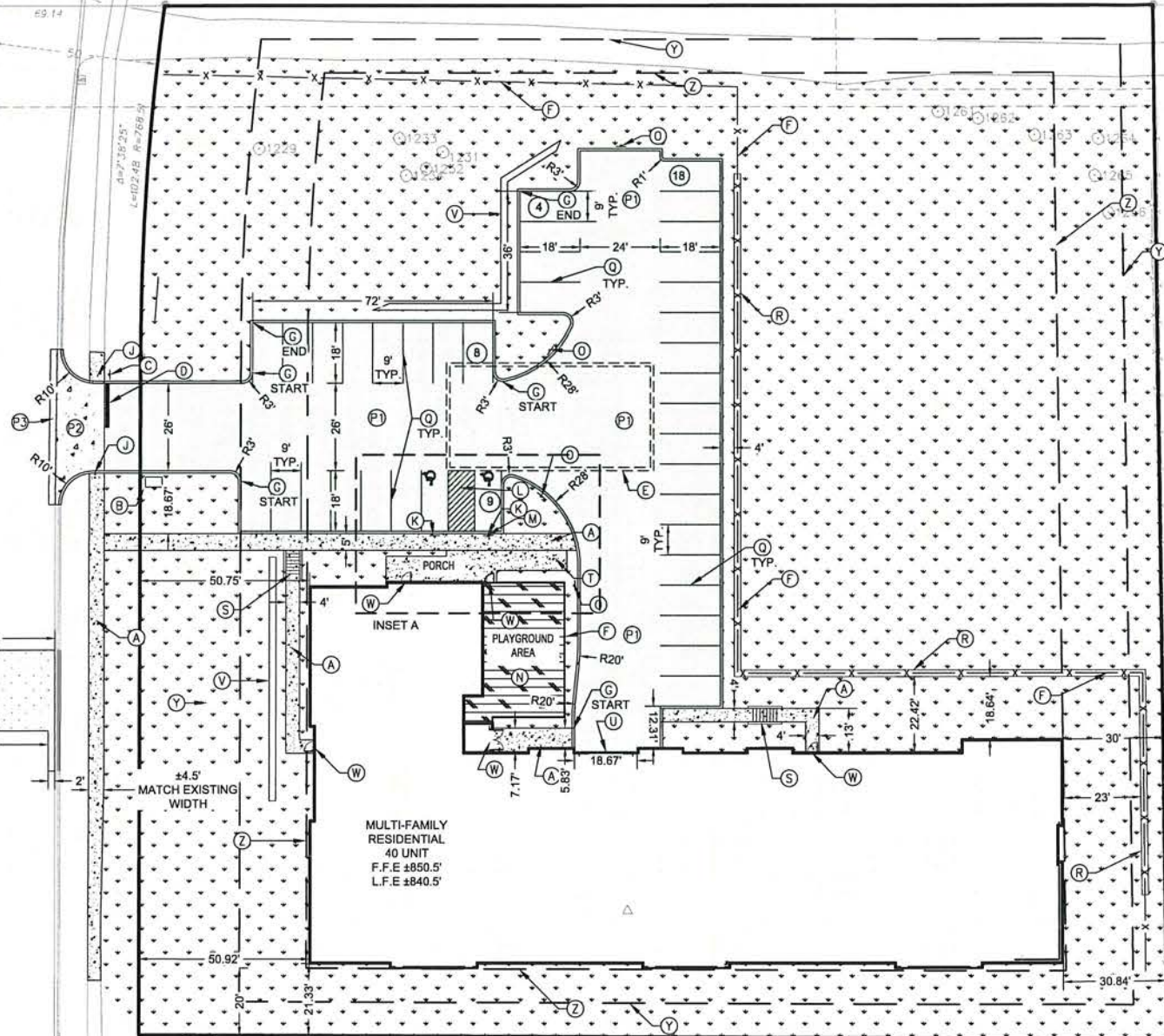
BEARINGS ARE BASED ON THE NORTH
LINE OF THE NORTHWEST QUARTER OF
SECTION 3 HAVING A BEARING OF
N89°59'00"E RELATIVE TO THE DAKOTA
COUNTY COORDINATE SYSTEM NAD83(96)



LEGEND

- DENOTES MONUMENT FOUND AS SHOWN
- DENOTES 1/2 INCH X 15 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563 UNLESS OTHERWISE INDICATED

CAHILL AVENUE EAST

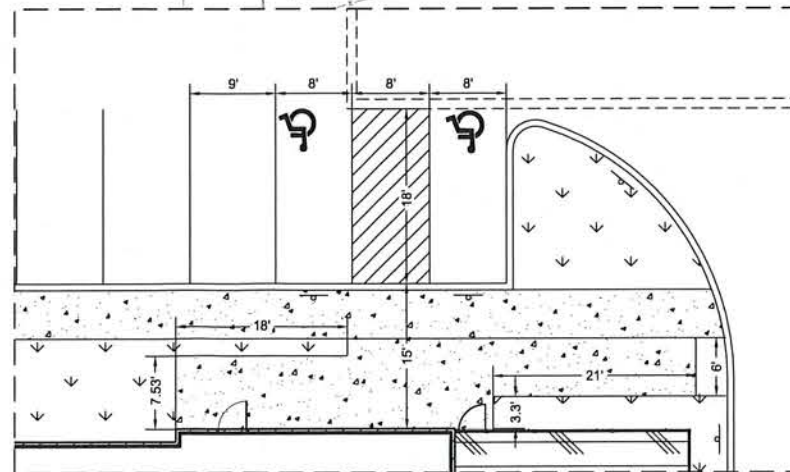


SITE LEGEND

	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	FENCE LINE
	PROPOSED B612 CURB AND GUTTER
	P.1 STANDARD DUTY BITUMINOUS PAVEMENT
	P.2 HEAVY DUTY CONCRETE PAVEMENT
	P.3 CITY PAVEMENT SECTION, MATCH EXISTING.
	A STANDARD DUTY CONCRETE SIDEWALK PAVEMENT.
	LANDSCAPED AREA, REFERENCE LANDSCAPE PLANS
	PLAYGROUND AREA, REFERENCE ARCH / LANDSCAPE PLANS
	PROPOSED PARKING COUNT
	RETAINING WALL

SITE NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND CODES, AND O.S.H.A STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL, SOD, AND WATER UNTIL SOD IS FULLY ESTABLISHED.
- ALL DIMENSIONS AND RADII ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND ROAD INFORMATION TAKEN FROM A SURVEY BY WENCK ASSOCIATES, INC. DATED 3/29/2018.
- CONTRACTOR SHALL REFERENCE ARCH/MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
- DUMPSTER ENCLOSURE IS INTERIOR TO BUILDING. REFERENCE ARCHITECTURAL PLANS FOR DETAILS.



INSET A: 1" = 10'

SITE ANALYSIS TABLE

LOT 2, BLOCK 1
CAHILL PLACE

EXISTING ZONING	PUBLIC/INSTITUTIONAL
PROPOSED ZONING	R-3C, >7 FAMILY
PROPOSED USE	HIGH DENSITY RESIDENTIAL
LOT AREA	±93,150 SF (±2.14 AC)
TOTAL BUILDING FOOTPRINT	±16,895 SF (18.1%)

SETBACK SUMMARY	BUILDING	PARKING
WEST/ CAHILL ROW	50'	30'
NORTH	20'	10'
EAST	30'	10'
SOUTH	20'	10'

GREENSPACE SUMMARY	REQUIRED	PROPOSED
IMPERVIOUS AREA (INCL. BLDG)	±37,260 SF (MAX)	±37,255 SF
PERVIOUS AREA	±55,889 SF (MIN)	±55,895 SF

PARKING SUMMARY	REQUIRED	PROPOSED
SURFACE PARKING COUNT	56 STALLS	36 STALLS
ACCESSIBLE PARKING COUNT	2 STALLS	2 STALLS
UNDERGROUND PARKING COUNT	40 STALLS	40 STALLS
UNDERGROUND ADA COUNT	2 STALLS	2 STALLS
TOTAL PARKING COUNT	100 STALLS	80 STALLS

CITY OF INVER GROVE HEIGHTS CODE PARKING REQUIRED:

- 2.5 STALLS PER UNIT
- 2.0 STALLS PER UNIT PROVIDED WITH VARIANCE REQUESTED

KEYNOTE LEGEND

A	CONCRETE SIDEWALK. SEE DETAIL
B	GENERAL LOCATION OF MONUMENT SIGN. REFERENCE ARCH PLANS FOR DETAIL AND EXACT PLACEMENT
C	"STOP" SIGN. SEE SHEET C-801 FOR DETAIL
D	PAVEMENT STOP BAR
E	UNDERGROUND STORM STORAGE, SEE C-501 FOR DETAIL
F	FENCE. REFERENCE ARCH PLANS FOR DETAIL
G	"TIP OUT" CURB
H	BIKE RACK, REFERENCE ARCH / LANDSCAPE PLANS FOR DETAIL AND LOCATION
I	NOT USED
J	ACCESSIBLE CURB RAMP. SEE DETAIL
K	ACCESSIBLE PARKING SIGN
L	ACCESSIBLE AISLE STRIPING - AREA STRIPED WITH 4" SINGLE BLUE SOLID LINE @ 45° 2' O.C.
M	ACCESSIBLE VAN PARKING SIGN.
N	PLAYGROUND AREA REFERENCE ARCH / LANDSCAPE PLANS FOR DETAIL AND DESIGN.
O	"NO PARKING - FIRE LANE" SIGNAGE
P	PAVEMENT TYPE, SEE LEGEND AND DETAILS
Q	4" WHITE PAVEMENT STRIPING - DASHED OR SOLID PER PLAN
R	RETAINING WALL REFERENCE C-301 FOR DETAIL. DESIGN BY OTHERS.
S	STAIRS WITH RAILING. REFERENCE ARCH PLANS FOR DETAIL.
T	BIKE RACK. REFERENCE ARCH / LANDSCAPE PLANSE FOR DETAIL AND EXACT LOCATION.
U	UNDERGROUND PARKING ACCESS REFERENCE ARCH / STRUCTURAL PLANS FOR DETAIL.
V	2' TALL LANDSCAPE WALL. REFERENCE C-301 FOR DETAIL
W	DOOR LOCATION / STRUCTURAL STOOP. REFERENCE ARCH / STRUCTURAL PLANS FOR DETAIL
X	NOT USED
Y	PAVEMENT SETBACK
Z	BUILDING SETBACK

WARNING:

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TOLL FREE 1-800-252-1166



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CLIENT:
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HOUSING CORP.

105 1/2 West 1st Street
Duluth, MN 55802

THIS SQUARE APPEARS 1/2"x1/2"
ON FULL SIZE SHEETS

2	04.19.2018	CITY APPLICATIONS
1	04.02.2018	CITY APPLICATIONS
NO	DATE	ISSUED FOR

NO DATE REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
04/19/18

PROJECT NAME:

Cahill Place Apartments

6070 Cahill Avenue
Inver Grove Heights, MN 55706

DRAWING
TITLE:

SITE PLAN

FILE:

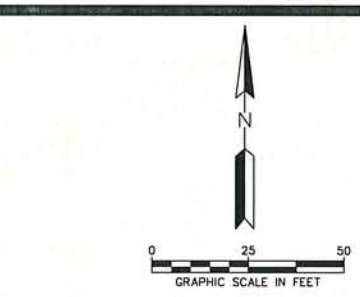
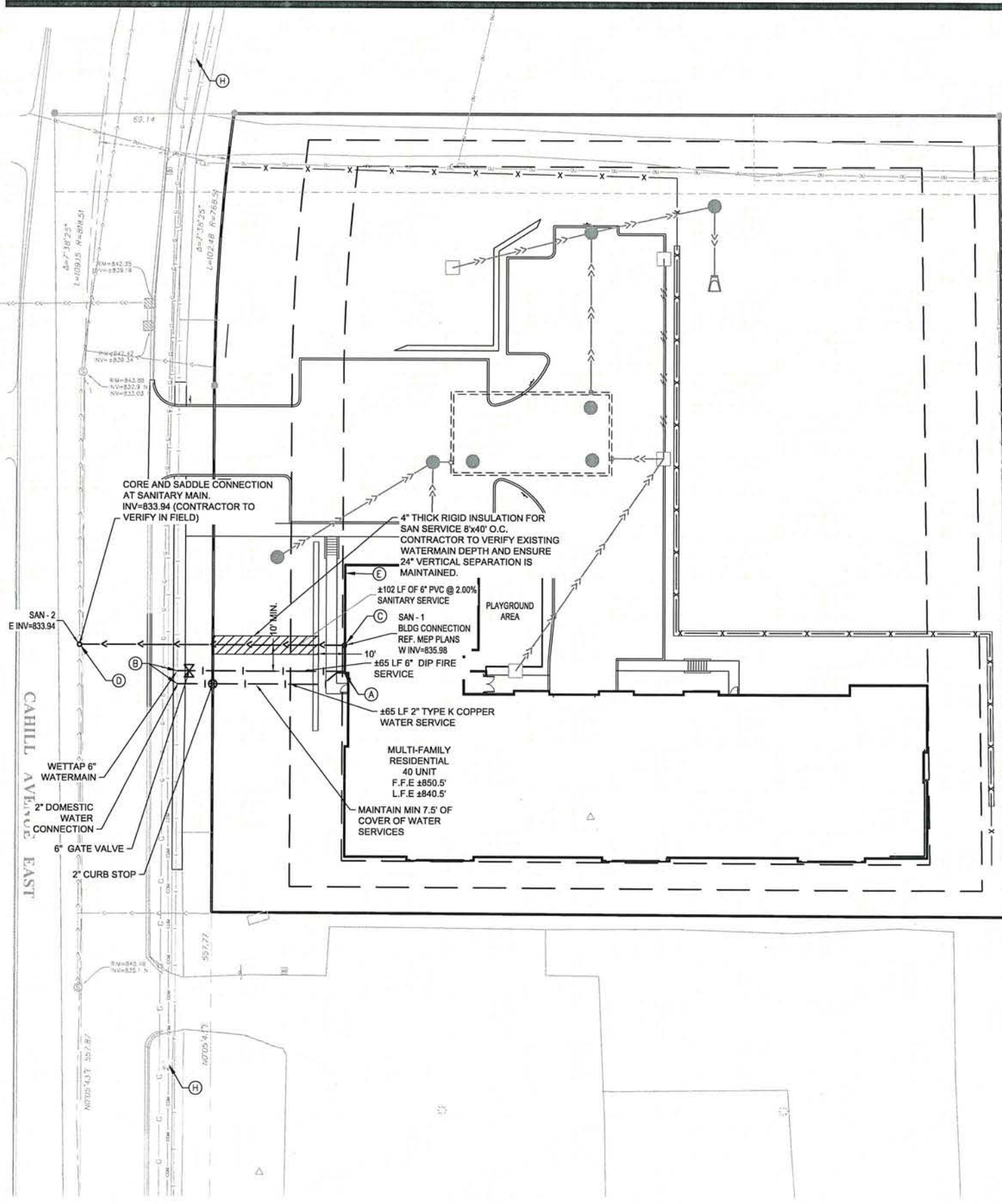
DRAWN BY: JRA

CHECKED BY: SKH

PROJ. NO: 4183-02

DRAWING NO:

C-103



UTILITY LEGEND	
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	EXISTING SANITARY SEWER
	EXISTING / PROPOSED STORM SEWER
	EXISTING WATERMAIN
	EXISTING SANITARY STRUCTURE
	PROPOSED SANITARY SEWER
	PROPOSED WATERMAIN

KEYNOTE LEGEND	
(A)	SEPERATE 2" DOMESTIC AND 6" DIP FIRE WATER ENTRY. REFERENCE MEP PLANS FOR CONTINUATION.
(B)	CONNECT TO EXISTING 6" DIP WATERMAIN
(C)	6" PVC SANITARY ENTRY. REFERENCE MEP PLANS FOR CONTINUATION.
(D)	CORE AND SADDLE INTO EXISTING 8" VCP SANITARY SEWER
(E)	WALL MOUNTED FIRE DEPT CONNECTION. REF. MEP PLANS FOR CONTINUATION
(F)	NOT USED
(G)	NOT USED
(H)	EXISTING HYDRANT

- ### UTILITY NOTES
- ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
 - SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
 - 8" PVC SDR35 PER ASTM D3034, PIPES LESS THAN 20' DEEP
 - 8" PVC SDR26 PER ASTM D3034, PIPES GREATER THAN 20' DEEP
 - 6" AND SMALLER PVC SCHEDULE 40
 - WATER LINES SHALL BE AS FOLLOWS:
 - 6" AND LARGER DIP CLASS 52 PER AWWA C150
 - 3.3. SMALLER THAN 6" COPPER TUBE TYPE "K" PER ANSI 816.22 OR PVC 200 P.S.I. PER ASTM D1784 AND D2241
 - DUCTILE IRON PIPE SHALL BE ENCASED WITH A POLYETHYLENE FILM CONFORMING TO ASTM D1248-889.
 - ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN DETAILS.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATERLINES.
 - ALL UTILITIES SHOULD BE KEPT TEN FEET (10') APART (PARALLEL) OR WHEN CROSSING 24" VERTICAL SEPARATION CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE).
 - IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE SCH. 40 OR C900 AS ALLOWED BY CODE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING, THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE A MINIMUM OF 24" OF CLEARANCE. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
 - LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING.
 - EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
 - REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
 - CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES OF THE CITY OF INVER GROVE HEIGHTS WITH REGARDS TO MATERIALS AND INSTALLATION OF ALL UTILITIES.
 - CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST THE EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
 - CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
 - BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) AND METERS ARE LOCATED IN THE INTERIOR OF THE BUILDING. REFERENCE ARCHITECTURAL AND MEP PLANS.
 - ALL WATERMAIN STUBOUTS SHALL BE MECHANICALLY RESTRAINED WITH THRUST BLOCKING.
 - ENSURE TRACER WIRE IS INSTALLED IN ACCORDANCE WITH CITY / STATE STANDARDS.
 - PROVIDE HYDRANT EXTENSIONS AND/OR GATE VALVE NUT EXTENSIONS IF WATERMAIN IS DEEPER THAN 7.5'.
 - ALL UTILITY INSTALLATION SHALL BE CONDUCTED IN CONFORMANCE WITH MN PLUMBING CODE (MN RULES CHAPTER 4714)
 - ALL PIPE, JOINTS AND MANHOLES SUPPLIED ON SITE DEVELOPMENT MUST BE CONSTRUCTED WITH CODE APPROVED MATERIALS IN ACCORDANCE WITH MN RULES CHAPTER 4714.
 - ALL STORM SEWER JOINTS MUST BE CERTIFIED BY THE MANUFACTURER TO BE ABLE TO PASS THE AIR TEST OR AN INTERNAL HYDROSTATIC PRESSURE OF TEN POUNDS PER SQUARE INCH FOR TEN MINUTES WITH NO LEAKAGE.
 - ALL PORTIONS OF THE STORM SEWER SYSTEM WHICH PASS WITHIN 10 FT OF A WATER SERVICE LINE AND/OR WITHIN 10' OF A BUILDING SHALL BE JOB SITE PRESSURE TESTED IN ACCORDANCE WITH PLUMBING CODE STANDARDS AS SPECIFIED IN PART 4714.1109.
 - THE WATERMAIN WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CEAM SPECIFICATIONS. DISINFECTION OF THE WATER SYSTEM SHALL MEET THE REQUIREMENTS OF CEAM AND MN PLUMBING CODE SECTION 609.9, AND MINNESOTA DEPARTMENT OF HEALTH.
 - ALL WATERMAIN JOINTS MUST UTILIZE APPROVED INSERT FITTINGS WITH STAINLESS STEEL CLAMPS. TRACER WIRE SHALL BE UL LISTED FOR USE IN DIRECT BURIAL APPLICATION. TRACER WIRE SHALL BE A MINIMUM ACCESSIBLE BLUE 18 AWG COPPER CLAD STEEL RATED TO 30 VOLTS, HMWPE MEETING ASTM D 1248, WITH DESIGNATION ON THE OUTSIDE OF THE WIRE CASING. TRACER WIRE SHALL BE INSTALLED ON ALL MAINLINE PIPES, LATERALS, AND SERVICES WITH VERTICAL RISER TO THE SURFACE. TRACER WIRE SHOULD BE CONNECTED TO THE RISERS.
 - A FLEXIBLE COMPRESSION JOINT MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO ALL MANHOLES IN ACCORDANCE WITH MINNESOTA RULES, CH. 4714, SEC. 719.6. RESILIENT RUBBER JOINTS MAY BE USED IF APPROVED BY AGENCY HAVING JURISDICTION.

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1	04.02.2018	CITY APPLICATIONS

NO	DATE	REVISION
----	------	----------

PRELIMINARY
NOT FOR CONSTRUCTION
04/19/18

PROJECT NAME:
Cahill Place Apartments

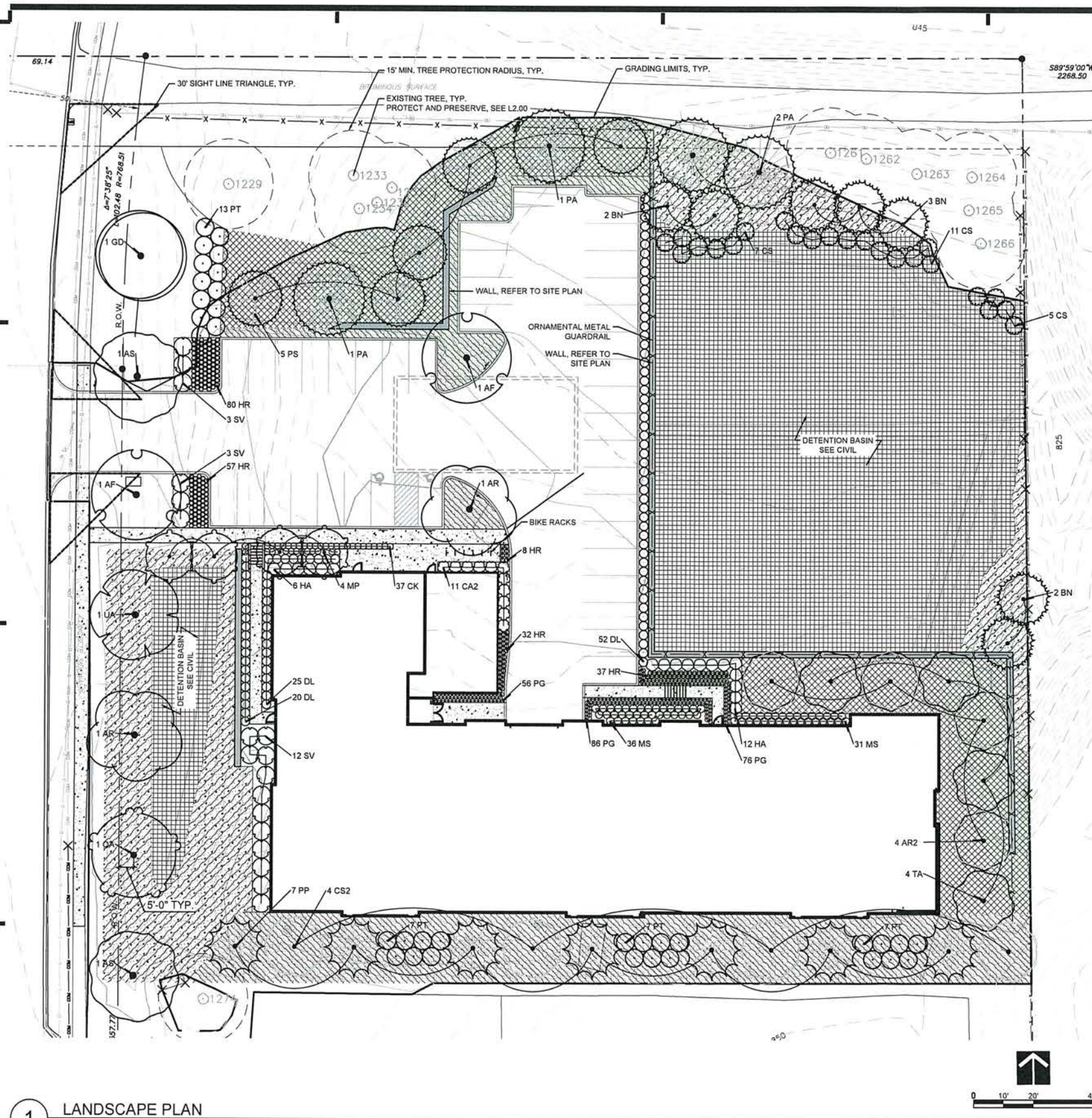
6070 Cahill Avenue
Inver Grove Heights, MN 55706

DRAWING
TITLE:

UTILITY PLAN

FILE:
DRAWN BY: JRA
CHECKED BY: SKH
PROJ. NO: 4183-02
DRAWING NO:

C-401



PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT
	AF	2	Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple	2 1/2" B&B
	AR	2	Acer rubrum 'Northwood' / Northwood Maple	2 1/2" B&B
	AR2	4	Acer rubrum 'Scarlet Jewel' / Scarlet Jewel Maple	2-1/2" B&B
	AS	2	Acer saccharum 'Baista' TM / Fall Fiesta Sugar Maple	2 1/2" B&B
	BN	7	Betula nigra / River Birch	2 1/2" B&B
	CS2	4	Catalpa speciosa / Northern Catalpa	2-1/2" B&B
	GD	1	Gymnocladus dioica / Kentucky Coffee Tree	2 1/2" B&B
	QA	1	Quercus alba / White Oak	2 1/2" B&B
	TA	4	Tilia americana 'Boulevard' / Boulevard Linden	2 1/2" B&B
	UA	1	Ulmus americana 'Princeton' / American Elm	2 1/2" B&B
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT
	PA	4	Picea abies / Norway Spruce	10' B&B
	PP	7	Picea pungens 'Baby Blue' / Baby Blue Spruce	6' B&B
	PS	5	Pinus sylvestris / Scotch Pine	6' B&B
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT
	MP	4	Malus x 'Prairie Rose' / Prairie Rose Crabapple	1 1/2" B&B
	PT	34	Populus tremuloides 'Prairie Gold' / Prairie Gold Aspen	1 1/2" B&B
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	CA2	11	Clethra alnifolia 'Sixteen Candles' / Summersweet Clethra	#3 CONT.
	CS	23	Cornus sericea 'Bailey' / Red Twig Dogwood	#5 CONT.
	DL	97	Diervilla lonicera / Dwarf Bush Honeysuckle	#5 CONT.
	HA	18	Hydrangea arborescens 'Annabelle' / Hydrangea	#5 CONT.
	SV	18	Spiraea x vanhouttei 'Renaissance' / Bridalwreath Spirea	#5 CONT.
ANNUALS/PERENNIALS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	CK	37	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	#3 CONT.
	HR	214	Hemerocallis 50/50 Mix / 'Red Razzmatazz' & 'Ruby Stella'	#1 CONT
	MS	67	Matteuccia struthiopteris / Ostrich Fern	#1 CONT
	PG	218	Pachysandra terminalis 'Green Carpet' / Japanese Spurge	6 PK
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT
	BC	18,053 sf	Basin Center: Plugs and Detention Basin Seed Mix / See spec and 7/L5.00	None
	BE	7,192 sf	Basin Edge: Plugs and Detention Basin Seed Mix / See spec and 7/L5.00	None
	DP	7,363 sf	Dry Prairie Seed Mix / See spec	None
	FT	7,572 sf	No-Mow Fescue Turf Seed / See spec	None
	TS	5,481 sf	Turf Sod / 80% Kentucky Blue / 20% Rye	None

- NOTES
- REFER TO SITE PLAN FOR SURFACING AND DIMENSIONS.
 - REFER TO GRADING PLAN FOR CONTOURS AND DRAINAGE.

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1	04.02.2018	CITY APPLICATIONS
1	05.22.2018	CITY COUNCIL REVIEW

PRELIMINARY
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05-22-2018

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PROJECT NAME:
Cahill Place Apartments

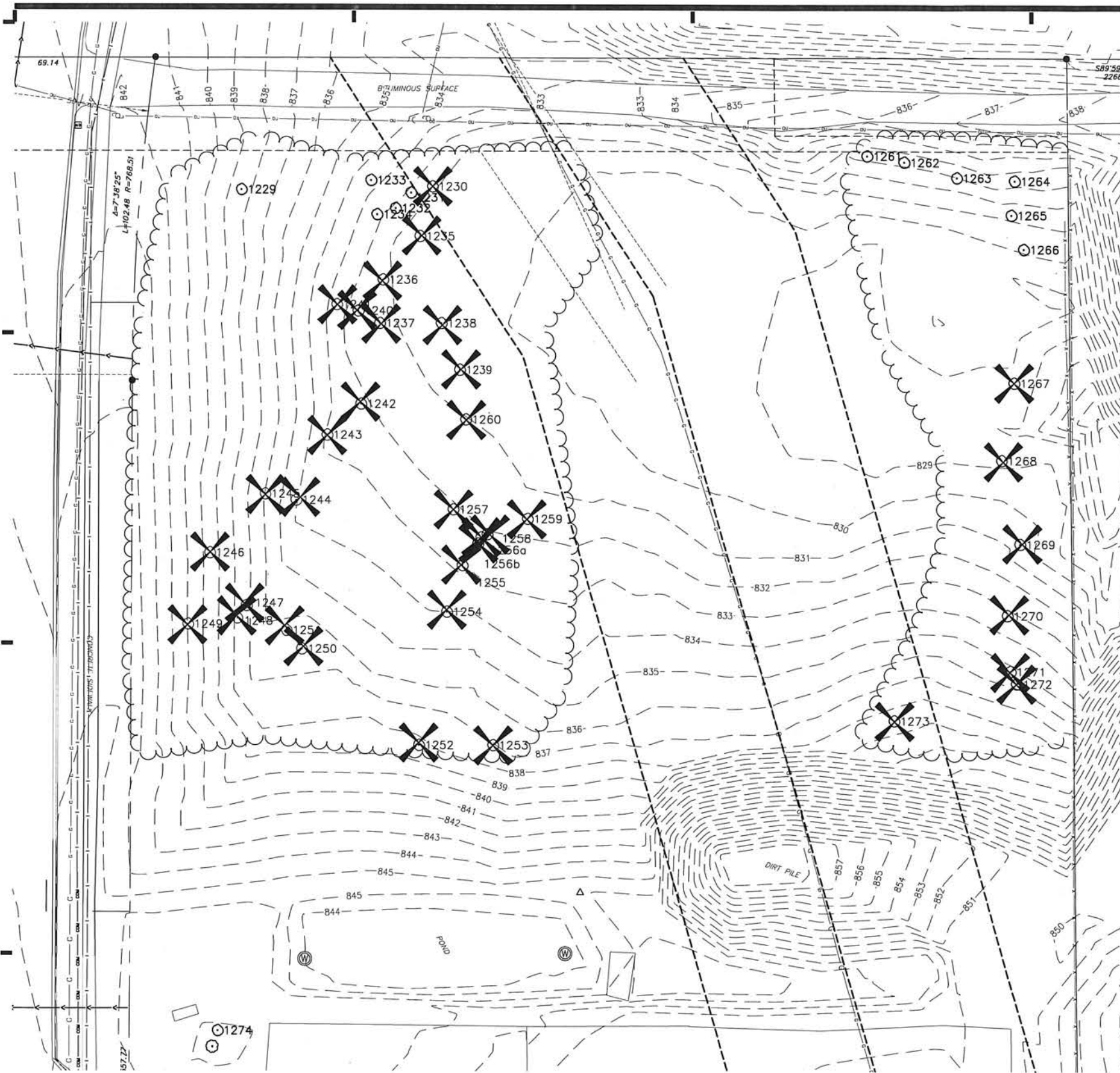
6070 Cahill Avenue
Inver Grove Heights, MN 55076

DRAWING TITLE:
LANDSCAPE PLAN

FILE: .\\160344-600 Drawings\\LAI160344_L100_Landscape Plan.dwg
DRAWN BY: **TFN**
CHECKED BY: **LAM**
PROJ. NO: 160344
DRAWING NO:

L1.00

1 LANDSCAPE PLAN
Scale: 1" = 20'



TagID	Species	Common name	DBH (in)	Other Trunk DBHs	Total DBH	Northing	Easting	Class	Comments	Removed?
1229	fraxinus pennsylvanica	Green ash	14		14	242250	570532	B		No
1230	acer-negundo	Boxelder	11		11	242251	570594		Not a significant species	Yes
1231	acer-negundo	Boxelder	11		11	242249	570587		Not a significant species	No
1232	ulmus americana	American elm	13		13	242244	570582	A		No
1233	ulmus americana	American elm	9		9	242253	570574	A		No
1234	populus deltoides	Cottonwood	11		11	242242	570576		Not a significant species	No
1235	fraxinus pennsylvanica	Green ash	10		10	242235	570590	B		Yes
1236	fraxinus pennsylvanica	Green ash	13	2nd trunk 10	23	242221	570578	B		Yes
1237	ulmus americana	American elm	9		9	242207	570577	A		Yes
1238	ulmus americana	American elm	8		8	242207	570597	A		Yes
1239	fraxinus pennsylvanica	Green ash	9		9	242192	570603	B		Yes
1240	ulmus americana	American elm	10		10	242211	570570	A		Yes
1241	populus deltoides	Cottonwood	11		11	242213	570563		Not a significant species	Yes
1242	fraxinus pennsylvanica	Green ash	9	2nd trunk 10	19	242181	570571	B		Yes
1243	fraxinus pennsylvanica	Green ash	9		9	242171	570560	B		Yes
1244	juglans nigra	Black walnut	9		9	242150	570550	B		Yes
1245	acer-negundo	Boxelder	11		11	242152	570540		Not a significant species	Yes
1246	acer-negundo	Boxelder	11		11	242133	570522		Not a significant species	Yes
1247	acer-negundo	Boxelder	11		11	242116	570534		Not a significant species	Yes
1248	ulmus americana	American elm	15	2nd trunk 13	28	242112	570531	A		Yes
1249	fraxinus pennsylvanica	Green ash	11		11	242110	570515	B		Yes
1250	juglans nigra	Black walnut	8		8	242102	570552	B		Yes
1251	juglans nigra	Black walnut	8		8	242108	570547	B		Yes
1252	juglans nigra	Black walnut	10		10	242071	570590	B		Yes
1253	juglans nigra	Black walnut	8	unknown spp??	8	242071	570614	B		Yes
1254	ulmus americana	American elm	12		12	242114	570599	A		Yes
1255	fraxinus pennsylvanica	Green ash	11		11	242129	570604	B		Yes
1256a	fraxinus pennsylvanica	Green ash	10		10	242136	570609	B		Yes
1256b	fraxinus pennsylvanica	Green ash	9		9	242138	570610	B		Yes
1257	fraxinus pennsylvanica	Green ash	8	7 7 6	28	242147	570601	B		Yes
1258	fraxinus pennsylvanica	Green ash	9		9	242139	570612	B		Yes
1259	fraxinus pennsylvanica	Green ash	10	7 9	26	242144	570625	B		Yes
1260	fraxinus pennsylvanica	Green ash	12		12	242176	570605	B		Yes
1261	pinus resinosa	Red pine	10		10	242261	570735	B		No
1262	pinus resinosa	Red pine	10		10	242259	570747	B		No
1263	pinus resinosa	Red pine	9		9	242254	570764	B		No
1264	pinus resinosa	Red pine	9		9	242253	570783	B		No
1265	juglans nigra	Black walnut	8		8	242242	570782	B		No
1266	pinus resinosa	Red pine	11		11	242231	570786	B		No
1267	acer saccharum	Sugar maple	8		8	242188	570783	B		Yes
1268	populus tremuloides	Quaking aspen	9		9	242163	570779	A		Yes
1269	populus tremuloides	Quaking aspen	8	2nd trunk 7	15	242136	570785	A		Yes
1270	populus tremuloides	Quaking aspen	9		9	242113	570781	A		Yes
1271	populus tremuloides	Quaking aspen	10		10	242095	570782	A		Yes
1272	populus tremuloides	Quaking aspen	8		8	242091	570784	A		Yes
1273	populus tremuloides	Quaking aspen	9		9	242079	570744	A		Yes
1274	acer saccharinum	Silver maple	26		26	241979	570525	A		No

	INCHES SAVED	TOTAL INCHES	INCHES REMOVED	REQ'D REPLACEMENT	REQ'D INCHES TO BE REPLACED
Class A	26	153	127	50%	63.5
Class B	93	330	237	100%	237
Class C	0	0	0	100%	0
TOTAL	119	483	364		300.5
Removal Threshold for Project: 40% allowed, as a R-3C parcel					- 193 (40% of 300.5)
REQUIRED INCHES TO BE REPLACED					107.5
					/2.5 Caliper Inches
REQUIRED 2.5" CALIPER TREES FOR REFORESTATION					43
REQUIRED 2.5" CALIPER TREES FOR GENERAL LANDSCAPING (40 Units)					40
REQUIRED 2.5" CALIPER TREES FOR PARKING LOT (38 Stalls)					4
TOTAL REQUIRED 2.5" CALIPER TREES					87

TREE REQUIREMENTS SUMMARY

- Total Required 2.5" Caliper Trees: 87
- 50% must be 2.5" canopy, therefore 44 2.5" caliper trees are required.
 - Up to 50% can be exchanged for ornamental trees or shrubs
 - Ornamental trees: exchanged at 2:1 ratio
 - Shrubs: exchanged at 6:1 ratio

2.5" Caliper Trees (or equivalent) Provided in Landscape Plan (See L1.00):

- 2.5" Caliper Deciduous Canopy Trees: 32
- 6" Evergreen Trees: 12
- TOTAL: 44
- 1.5" Caliper Ornamental Trees: 38 at 2:1 exchange rate
- TOTAL: 19
- Shrubs: 167 at 6:1 exchange rate
- TOTAL: 27.33

44 + 19 + 27.33 = 90.33, which exceeds the 87 tree requirement.

Also required by general landscaping: minimum 25% of the landscaping trees must be evergreens.

- 40 unit building, so 40 trees are required by the general landscaping requirement
- A minimum of 10 of those 40 trees must be evergreens (25% of 40).
- 12 evergreen trees are provided in the landscape plan (See L1.00), as well as 6 mature, preserved evergreens.



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PROJECT NAME:

Cahill Place Apartments

6070 Cahill Avenue
Inver Grove Heights, MN 55076

DRAWING TITLE:

TREE PRESERVATION PLAN

FILE: ..160344\600 Drawings\LA\160344_L200_Tree Preservation Plan.dwg

DRAWN BY: TFN

CHECKED BY: LAM

PROJ. NO: 160344

DRAWING NO:

L2.00

1

TREE PRESERVATION PLAN

Scale: 1" = 20'

C:\Users\NLVREEL\Documents\160344 Cahill Place Apartments A18 Central_NLVREEL.dwg
4/2/2018 7:54:11 AM

EXTERIOR ELEVATION KEY	
1	BRICK VENEER
2	FIBER CEMENT LAP SIDING - ALTERNATING 5" & 8" EXPOSURE
3	FIBER CEMENT PANELS w/ REVEAL TRIM
4	BURNISHED CONCRETE BLOCK
5	WINDOW - FIXED UPPER SASH, OPERABLE LOWER SASH
6	CAST STONE WINDOW SILL
7	CAST STONE WALL CAP
8	MECHANICAL LOUVER
9	PREFINISHED METAL CAP FLASHING
10	TRELLIS

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DRAWING TITLE:
EXTERIOR ELEVATIONS

FILE: Q:\16Proj\160344\600 Drawings\A
DRAWN BY: Author
CHECKED BY: Checker
PROJ. NO. 160344
DRAWING NO.

A2.00



2 South Elevation
3/32" = 1'-0"



1 North Elevation
3/32" = 1'-0"

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4/2/2018 7:54:12 AM



EXTERIOR ELEVATION KEY

- 1 BRICK VENEER
- 2 FIBER CEMENT LAP SIDING - ALTERNATING 5" & 8" EXPOSURE
- 3 FIBER CEMENT PANELS w/ REVEAL TRIM
- 4 BURNISHED CONCRETE BLOCK
- 5 WINDOW - FIXED UPPER SASH, OPERABLE LOWER SASH
- 6 CAST STONE WINDOW SILL
- 7 CAST STONE WALL CAP
- 8 MECHANICAL LOUVER
- 9 PREFINISHED METAL CAP FLASHING
- 10 TRELLIS

3 East Elevation - Partial
3/32" = 1'-0"



2 East Elevation
3/32" = 1'-0"



1 West Elevation
3/32" = 1'-0"



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**CENTER CITY
HOUSING CORP.**

105 1/2 West 1st Street
Duluth, MN 55802

THIS SQUARE APPEARS 1/2"x1/2"
ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
	04.02.2018	CITY APPLICATIONS

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
04/02/18

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PROJECT NAME:
Cahill Place Apartments

6070 Cahill Avenue
Inver Grove Heights, MN 55706

DRAWING TITLE:
EXTERIOR ELEVATIONS

FILE: O:\16Proj\160344\600 Drawings\A
DRAWN BY: Author
CHECKED BY: Checker
PROJ. NO: 160344
DRAWING NO:

A2.01

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: May 29, 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

Request action to allow distribution of the 2040 Comprehensive Plan Update to list of adjacent or potentially affected jurisdictions that should be provided opportunity to review and comment on the draft plan per MN Statute 473.858 Subd. 2.

SUMMARY

The draft 2040 plan was distributed under a separate e-mail for Council review. Brad Scheib from HKGi will provide a summary of the document and then request authorization to distribute the plan. After authorization, the plan will also be posted on the City website and will be open for additional comment and questions through the summer.

Attachments: Memo from Brad Scheib

MEMORANDUM

Hoisington Koegler Group Inc.



To: City of Inver Grove Heights
From: Brad Scheib, and the rest of the Comprehensive Plan Team
Subject: Draft 1 of the Comprehensive Plan – review and next steps
Date: 24 May 2018

Introduction and Schedule Moving Forward

The purpose of our agenda item at the meeting on Tuesday is for the staff team to present a high level overview of the comprehensive plan draft, have a discussion on questions and comments from the City Council, and to seek authorization to distribute the draft plan document for adjacent jurisdiction review and affected agency review. This draft includes all but the surface water management chapter. The surface water management chapter will be a summary of the complete Surface Water Management Plan document which is near completion and will be reviewed through a separate but similar process. The following are key next steps in the process:

- ☐ May 29th CC meeting – this meeting will be for the Council to authorize distribution of the plan for affected agencies and jurisdiction review. This is a mandatory six month review period required by the Metropolitan Land Planning Act.
- ☐ Upon Council authorization, May 30th will start the review process for affected agencies and adjacent jurisdictions including a preliminary review by the Metropolitan Council. This process will be used to fine tune coordination between jurisdictions where planning overlaps or abuts and policy needs to be aligned.
- ☐ Additional review meetings will be held in the preceding months during the review period. These will be determined based on initial review comments or as requested. During this period we will post the plan online – make it available for review at the library – solicit feedback and comment via email distribution list – and be available to field questions.
- ☐ August – September begin assembling comments and deciphering what needs changed or addressed.
- ☐ October or November of 2018 the PC will hold the official public hearing. The exact date will depend on the complexity and degree of comments received and potential changes needed.
- ☐ November or December will be the City Council meeting to then authorize the official submittal to the Metropolitan Council.
- ☐ First (or second) quarter 2019 will be the final City Council consideration and approval after Metropolitan Council review is completed and any revisions are agreed to.

A link to the draft plan will be provided via separate email.

Have a great Memorial Day Weekend and see you all Tuesday!

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Railroad Quiet Zone Implementation

Meeting Date: May 29, 2018
 Item Type: Regular Agenda
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the SRF "Proposal for Professional Services for Quiet Zone Implementation", dated April 27, 2018, as attached.

BACKGROUND

On April 2, 2018, the City Council heard a presentation from SRF and discussed the "Quiet Zone Concept Analysis". The City Council directed the consultant and City staff to prepare a proposal for implementation of Railroad Quiet Zones in the Concord and 105th Street Neighborhoods. The Quiet Zone in the Concord Neighborhood can be implemented in a few months with no further improvements. The 105th Quiet Zone, however, is a longer and more complicated process because it requires the design and construction of signal upgrades at the crossing. These improvements would be designed and constructed by the Union Pacific Railroad. The City would be responsible for all costs.

ANALYSIS

Concord Neighborhood – Tasks 1 and 2 of SRF's proposal address the Concord Neighborhood Quiet Zone. SRF's costs are approximately \$1,500. The process would take approximately four months.

105th Street – Tasks 3, 4, and 5 of SRF's proposal address the 105th Street Quiet Zone. This process would take approximately 16 months, at a cost of approximately \$2,000.

Construction of the crossing would cost approximately \$250,000. Funding for the construction has not yet been identified. At its last meeting, the City Council discussed two possible funding sources: 1) the Minnesota Department of Employment and Economic Development's (DEED's) Host Community Grant and 2) the Dakota County Environmental Legacy Fund (ELF). City staff subsequently researched the DEED Host Community Grant but found that the 105th crossing improvements would not qualify since it does not relate to commercial or industrial development and the creation of jobs and tax base. The Dakota County ELF Grant is still a possibility though the next round of application is not until March, 2019.

The first step of implementing a Quiet Zone in the 105th Street Neighborhood would be the preparation of preliminary engineering plans and costs. This activity is the responsibility of the Union Pacific Railroad, at the City's expense. The railroad would require of the City to place \$10,000 in escrow to cover the cost of designing the crossing. This escrow amount would be lost if the City were subsequently unable to obtain funding for the construction of the crossing.

improvements. Furthermore, the work would have to be subsequently updated if it takes the City a year or two to obtain funding. Therefore, there is a question as to whether the City should spend \$10,000 for the design of the crossing improvements without having secured funding for the construction of the crossing.

RECOMMENDATION

Staff recommends 1) approving Tasks 1 and 2 of the SRF proposal relating to the implementation of a Railroad Quiet Zone in the Concord Boulevard Neighborhood, at a cost of \$1,500, 2) deferring that Tasks 3, 4, and 5 of the SRF proposal pertaining to 105th Street until funding has been identified, and 3) continuing to search for funding for 105th Street crossing improvements.

Enc: SRF Proposal, dated April 27, 2018



SRF 11702.PP

April 27, 2018

Mr. Thomas Link
Community Development Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Subject: Proposal for Professional Services for Quiet Zone Implementation

Dear Mr. Link:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for assisting with documentation and coordination necessary for the implementation of two quiet zones within the City of Inver Grove Heights, Minnesota.

A Quiet Zone Concept Analysis was completed in early 2018 which reviewed the potential for quiet zone implementation at multiple crossings within the City. Based on discussions with City staff and the City Council, the City will be pursuing two quiet zone implementations along the Union Pacific (UP) railroad.

The first quiet zone will be implemented at four crossings located in the Concord Neighborhood (65th Street, 66th Street, Upper 71st street, and the adjacent private crossing). The three public crossings meet the minimum warning device requirements of gates, flashing lights, power out indicators, and constant warning time (CWT) detection. The City will be pursuing quiet zone implementation by meeting the Nationwide Significant Risk Threshold (NSRT) designation criteria. This quiet zone designation will not require additional safety improvements.

The second quiet zone is a single crossing at 105th Street. This crossing is equipped with gates, flashing lights, and power out indicators, but is not equipped with CWT detection as required by the Federal Train Horn Rule. The City will need to coordinate with UP to construct the crossing signal upgrades. Once the crossing meets the minimum warning device requirements, the City will pursue a quiet zone by meeting the NSRT designation criteria.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Scope of Services

We propose to carry out the work ("Scope of Services") described as follows:

Task 1: Notice of Intent, Concord Neighborhood Crossings (\$1,000)

Develop and submit a Notice of Intent. This document identifies the locations of the proposed quiet zone and briefly outlines the proposed improvements necessary to qualify the corridor for quiet zone implementation. It is assumed that the City will be pursuing implementation under the NSRT designation at the Concord Neighborhood crossings (65th Street, 66th Street, Upper 71st street, and the adjacent private crossing) by installing no additional crossing improvements. This document will be sent out by SRF via certified mail to the Federal Railroad Administration (FRA), Union Pacific Railroad (UP), and the Minnesota Department of Transportation (MnDOT). All recipients will have 60 days from submittal to review and comment on the Notice.

Task 2: Notice of Establishment, Concord Neighborhood Crossings (\$500)

Following the 60-day comment period, SRF will develop and submit the Notice of Establishment. This document notifies all stakeholders that the quiet zone has been established. The routine sounding of horns must cease 21 days after the submittal of this notice. This document will be sent out by SRF via certified mail to the FRA, UP, and MnDOT.

Task 3: Coordination with UP Railroad (\$500)

UP will be responsible for the design and installation of the signal upgrades at the 105th Street Crossing. The City will be responsible for the costs associated with these upgrades. SRF will provide coordination assistance between the City and UP to request a detailed engineering estimate for upgrading the crossing signals. This includes preparing a UP Preliminary Engineering Agreement form. The City will be responsible for further coordination necessary to enter an agreement with UP for the installation of the signal upgrades.

Note that UP will require a deposit of \$10,000 before they will generate cost estimates for the signal upgrade. This deposit will be used for UP staff time necessary to complete the work. The remainder of the deposit will be applied to the signal upgrade work or returned to the City if the work is not completed.

Task 4: Notice of Intent, 105th Street Crossing (\$1,000)

Note: the FRA will not allow two adjacent quiet zones to be implemented concurrently, but does allow the implementation of a new quiet zone adjacent to an existing quiet zone. Therefore, this Notice of Intent will not be submitted until the quiet zone for the Concord Neighborhood crossings has been established.

Task 5: Notice of Establishment, 105th Street Crossing (\$500)

Assumptions

- 65th Street
- 66th Street
- Upper 71st street
- 105th Street

An estimated project schedule is shown below based on an assumed project start date of May 21, 2018. The precise date of construction for the signal upgrades at 105th Street will not be known without further coordination with UP but is anticipated to occur in Spring/Summer of 2019.

	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Concord Neighborhood Crossings																	
Task 1: Notice of Intent																	
Task 2: Notice of Establishment					*												
105th Street Crossing																	
Task 3: Coordination with UP Railroad																	
<i>Anticipated UP Signal Construction</i>																	
Task 4: Notice of Intent																	
Task 5: Notice of Establishment																	*

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$3,500, which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is cryan@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Christopher Ryan, PE
Senior Associate

CR/AM/cw

Attachment A – Standard Terms and Conditions



Andrew Mielke, AICP
Principal

Approved

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 29, 2018
 Item Type: Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

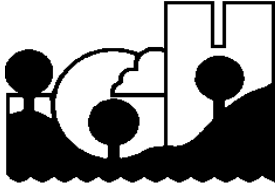
☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☒	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Council is asked to approve the job description for the Environmental Specialist position and authorize the City Administrator and Human Resource Manager to advertise and bring back a recommendation for hire.

SUMMARY

Enclosed is a copy of a Memorandum to the City Council outlining the background, costs, sources of funds and demonstration of need for this position. Staff recommends that Council accept the job description and authorize the City Administrator and Human Resources Manager to proceed.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Environmental Specialist position

DATE: May 22, 2018

Encl: Position Description

Background:

On April 9th, the City completed the process to allow Republic Services (Allied Waste) to expand the air space volume at their landfill on 117th Street. As a part of that process, the City negotiated with Allied Waste to contribute funds to the City, in addition to the Host Community Fees, to enable the City to use these discretionary funds to deal with environmental issues such as landfills, trash hauling, recycling, new programs mandated by Dakota County, energy savings and others.

The City will receive \$225,000 annually for ten (10) years and then \$125,000 for an additional 2 years, for a total of \$2,500,000. The City will receive \$100,000 June 1st of each year and \$125,000 October 1st of each year.

One of the ways to use these funds is to offset costs related to having to deal with duties performed by various staff that can and should be combined in to this one position. I have listed them here along with the position that is currently providing the service

- Staff Liaison to Environmental Commission – currently the Associate Planner
- Administer the Dakota County Recycling Grant – currently the Government Intern
- Clean Up Day Administration – currently the Planner
- Wetland Conservation Act compliance – currently the Planner
- Landfill Operations compliance and N.C.U.C. conditions compliance – currently the Community Development Director
- Tree Preservation and landscape requirement Ordinances – currently the Planner

- Renewable Energy, energy efficiency and green buildings -currently the Government Intern and P&R Director

These are just a few examples of the duties that would be combined into this one position who would be responsible for all related tasks.

The need for the position is for the following reasons:

- Increased demand and requirements of the reporting and programming aspects related to the Dakota County Recycling Grant – for example, the City Organization will be expected to collect Organics in 2019 as a part of our waste stream. We need to organize this, work with Republic Services to plan for the collection and hauling of this and compliance with the reports required by the County.
- GreenStep Cities program evaluation and progress toward more sustainability in our operations. Currently we are on Step 2 of a Five (5) Step program that requires the city to continue to examine our operations and make evaluations about ways in which we can become more sustainable. For example; we need to examine our current vehicle fleet and the makeup of the types of fuels used. We need to make determinations about our ability and desire to reduce our reliance on fossil fuel vehicles only and costs, timing, scheduled replacement and types of vehicles that we can then change out to alternative fuel types.
- Continued review and examination of our landfill operations to ensure they are meeting the conditions specified, as well as follow the State and County regulations and requirements. With three landfills in the community, one of which will change the type type of material received, along with the operation of a waste to fuel operation in the city, there will be many checks and balances to maintain for all the operations.
- Building Energy performance. With our commitment to rooftop solar energy and involvement in solar gardens, we will need someone who understands, monitors and advises on a regular basis about the changing market, availability of greater costs savings and replacement of lights, energy systems and other operational concerns within our assets.

Costs

This position has been evaluated by BCC as a part of our Compensation & Classification Plan. The 2018 salary range is \$31.97 - \$40.32. The starting range would be between \$31.97 - \$32.80. The benefits, and we estimate the highest cost of health insurance, would be between \$26,027 and \$28,840. The total salary and benefits for this position would be between \$92,780- and \$113,028.

This is a new position within the city and would be advertised and competitively filled. We have communicated to the Union that we intend to ask Council to decide on this and expect this position to be within the AFSCME Union.

The timing on the hire would be approximately 8 weeks from advertisement to start. I would expect that this position could be by August 1.

Recommendation

I recommend that the City Council accept and adopt the job description for this position, authorize the City Administrator and Human Resources Manager to advertise the position and bring back a recommendation for hire. The funding for this position is not from General Fund taxes. The need for the position is to; 1) respond to demand and requirements from Dakota County and the State on recycling, landfills, and solid waste management, 2) combine and consolidate duties from other positions into this one for better management and administration of the issues and 3) meet expectations of the Council and city organization to examine and prepare for sustainability, energy efficiency and savings and GreenStep Cities programmatic progression.



CITY OF INVER GROVE HEIGHTS JOB DESCRIPTION

Job Title: Environmental Specialist

Revision Date:

Last Classification Review: April 19, 2018

Exempt Status: Non-Exempt

Department: Community Development

Reports To: City Planner

Job Summary:

Under the direction of the City Planner, the Environmental Specialist is responsible for administering the Dakota County Solid Waste Abatement Program including its recycling efforts and programs; grant administration; public education and outreach activities to promote recycling and sustainability efforts (e.g. purchasing, fleet management, renewable energy, green building and energy efficiency). This position is also responsible for coordinating various environmental planning projects including coordinating landfill operations and compliance; tree preservation and landscape plans; and the Water Conservation Act projects and wetland application reviews.

Supervisory Responsibilities:

Direct Supervision: None

Indirect Supervision: None

Essential Duties and Responsibilities:

Coordinates and administers the Dakota County Solid Waste Abatement Program. Performs such representative activities as:

- Oversees all recycling efforts for the City organization including buildings, parks and events.
- Implements organics collection at City facilities.
- Prepares and administers annual grant applications and funding for recycling and sustainability programs/activities/projects.
- Encourages and monitors single-family and multi-family residential, schools and business recycling programs; waste stream reductions, diversion and recycling.
- Works with communications manager to plan and implement public education and outreach programs to promote recycling and solid waste programs (e.g. America recycling Day, Earth Day, etc.). Serves as a liaison between the City and other governmental agencies, community groups, citizens and/or committee regarding solid waste planning, policies and issues.
- Reviews City ordinances for compliance with County and State solid waste laws and licenses applications of waste haulers.

Collaborates with department staff to coordinate the development and implementation of sustainability projects (e.g. purchasing, fleet management, renewable energy, green building, and energy efficiency improvements), ordinances and efforts. Maintains energy usage database of City facilities to assess building performance and to identify cost savings opportunities.

Collaborates with staff, City Council and community members in promoting MN GreenStep Cities program and efforts.

Administers environmental planning projects and activities. Performs such representative activities as:

- Serves as a staff liaison to Environmental Commission including the preparation of agenda packets, minutes, and attending monthly meetings.
- Coordinates with State and County officials to ensure that landfills are operating in accordance with regulations. Coordinates with officials regarding the resolution of any contaminated sites.
- Coordinates landfill contract negotiations.
- Reviews plans for development for compliance with tree preservation and landscape ordinances and conducts onsite inspections to assure compliance with development plans as submitted.
- Administers Wetland Conservation Act projects. Writes summary reports to Environmental Commission and City Council for wetland replacement projects and performs wetland application reviews.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Biology, Environmental Studies, Water Science or closely related field and at least 1 year directly related experience; and/or an equivalent combination of education and experience.

Requires a valid driver's in the State of MN.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- Relevant laws, rules, regulations, codes and ordinances that pertain to wetland conservation; landfill operations; waste management; recycling; and relevant sustainability planning projects.
- Fundamentals of grant application and administration requirements.
- City administrative policies and procedures.
- Fundamentals, trends and best practices in the area of management practices, solid waste, and landfill operations.
- Wetland management practices and concepts including knowledge of hydrology, erosion control, plant and soils.
- Computer applications within the department and general business/office productivity software.
- Knowledge of sustainability planning concepts, principles and approaches.

Essential Skills Necessary To Perform The Work:

- Oral and written communications.
- Public relations, presentational and public informational and outreach skills.
- Planning, implementing and administering environmental, recycling, solid waste, and sustainability programs/services/efforts.
- Interpreting, applying and enforcing various state, federal and local laws, codes, rules and ordinances in review and granting of permits and monitoring of permit compliance.
- Preparing and administering grant applications and funding.
- Drafting ordinances and making presentations and recommendations for the Environmental Commission and City Council.
- Monitoring and implementing public information, outreach and educational programs.
- Negotiating, persuading, explaining and working with various governmental agencies, officials, commissions, community groups and the public over conflicts, compliance, in areas of responsibility.
- Enforcing, inspecting and monitoring the compliance of existing wetland, solid waste and related ordinances.
- Serving as a staff liaison to the Environmental Commission.
- Preparing research, reports and recommendations concerning sustainability, environmental and recycling programs, projects, needs.

Work Environment:

This is an administrative position. Work is generally performed under normal office conditions with minimal environmental risks or disagreeable conditions associated with the work. A portion of the job also involves performing environmental field services and functions in investigating and monitoring landfill, recycling, or compliance activities, and some disagreeable human interactions that can make the job less than desirable. Some travel is required. Employee does have some control over scheduling and meetings that can minimize some risks and hazards.

Physical Job Requirements:

Employee is required occasionally walk and stand; and continuously talk, listen and hear, sit, reach with and use hands/fingers dexterously. 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.