

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, June 11, 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 29, 2018 City Council Meeting

B. Resolution Approving Disbursements for Period Ending June 5, 2018

C. Consider Pay Request No 1 – Dasher Board Package – West Rink Floor Project – City Project 2018-1722

D. Resolution Approving a Revised Final Plat for Blackstone Vista 3rd Addition

E. Resolution Approving a Wetland Replacement Plan for the 65th Street Construction Project

F. Approve Proposal from Barr Engineering to Conduct Bituminous Roadways Noise Study

G. Approve Additional Official Depository for 2018

H. Consider Resolution to Approve Participation in the Performance Measurement Program Established by the State of Minnesota

I. Consider Approval of Individual Massage Therapist License for Delci Rae Pierick with the Oasis Massage Center, 1870 50th Street East Suite #2

J. Consider Approval for Hiring the Firm Cost, Planning and Management International, Inc. (CPMI) for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2

K. Consider Change Order No. 3 for Aggregate Popout Issue for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Area Reconstruction

L. Approve Custom Grading Agreement and Permanent Drainage and Utility Easement for 3527 68th Street (Lot 13, Block 1, South Grove No. 11)

M. Consider Resolution Receiving Quotes, Awarding Contract, and Approving Change Order No. 1 for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance

N. Consider Resolution Accepting Proposal for Professional Engineering Services for City Project No. 2017-03 – NWA Trunk Watermain Improvements (65th Street Loop) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 — T.H. 3 Intersection Improvements for the 65th Street Project

O. Consider Resolution Approving Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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

- P. Approval of a Negotiated Settlement Agreement between Clyde and Sandra Wille 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 of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017–03
- Q. Approval of a Negotiated Settlement Agreement between Thomas C. Lund and Deborah L. Lund 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 of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017–03
- R. Personnel Actions

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

6. **PUBLIC HEARING:**

7. **REGULAR AGENDA:**

I. COMMUNITY DEVELOPMENT:

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

B. **INDUSTRIAL EQUITIES;** Consider the following actions for property located at Outlot A & D Gene Worrell Church Acres;

a) A Resolution relating to Final Plat and Final PUD Development plan for a 110,000 square foot industrial warehouse project.

b) A Resolution relating to a Vacation of an existing public street easement over Outlot D and including Release of Special Assessment Agreement, Release of Temporary Street Easement Agreement, Permanent Street, Utility and Drainage Easement on Outlot B and Release of Waiver of Claims and Covenants.

C. **FUEL OIL SERVICE CO. (HOLIDAY GAS STATION);** Consider a Resolution relating to a Conditional Use Permit Amendment to construct a new 7,300 square foot gas and convenience store located at 7020 South Robert Trail

D. **MCGOUGH DEVELOPMENT, LLC;** Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential for the approximate area known as Outlot D, Argenta Hills. Property located on south side of Amana Trail, between Hwy 3 and Argenta Trail

8. **MAYOR & COUNCIL COMMENTS:**

9. EXECUTIVE SESSION:

A. Executive Session – Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)(2) and (3) to consider confidential and protected non-public appraisal data and to consider offers and counteroffers for the purchase of property containing two tax parcels generally located at 6840 Dixie Avenue (Dakota County Tax Parcel No. 20-00200-51-020 and Dakota County Tax Parcel No. 20-39900-00-050)

10. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL 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
TUESDAY, MAY 29, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Tuesday, May 29, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were Councilmembers Bartholomew, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Engineer Kaldunski, City Clerk Tesser, City Planner Hunting, and Police Chief Schnell.

Absent were: Councilmember Piekarski Krech and Recording Clerk Yourczek.

3. PRESENTATIONS:

There were no Presentations this evening.

4. CONSENT AGENDA:

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

ii. Minutes of May 14, 2018 City Council Meeting.

B. Resolution 18-98 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). **Resolution 18-99.**

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 18-100** 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 18-101** 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 18-102** Accepting the MS4 Annual Report for 2017.

M. Consider a Resolution **18-103** Receiving the Petition Requesting Street Reconstruction for 55th Street Court and Authorizing the Preparation of a Feasibility Study.

N. Consider a **Resolution 18-104** 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 18-105 Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Reconstruction and Street Lighting.

P. Consider **Resolution 18-106** 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 18-107** 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.

Councilmember Bartholomew requested to pull Agenda Items 4Ai and 4Aii.

Motion by Hark second by Perry to accept the Consent Agenda with the exception of Agenda Items 4Ai and 4Aii.

Ayes: 4

Nays: 0 Motion carried.

Motion by Tourville second by Perry to approve Agenda Items 4Ai and 4Aii.

City Clerk Michelle Tesser stated that due to the lack of a quorum, because Councilmember Hark and Councilmember Bartholomew were not present at the May 7, 2018 meeting therefore Agenda Item 4Ai must be tabled.

Motion by Tourville second by Perry to approve Agenda Item 4Aii, the Minutes of May 14, 2018 City Council Meeting.

Ayes: 3

Nays: 0

Abstain: 1 (Bartholomew). Motion carried.

5. PUBLIC COMMENT:

Katie Nelson, 1546 76th Street West, stated that she was here with a few neighbors from the Argenta Hills neighborhood to express their interest in having a park in the Northwest Area. She stated that she spoke with Parks and Recreation Director Eric Carlson regarding the matter as well. The closest park is over Highway 55 and is unsafe for them to walk to.

Mayor Tourville stated that the Council has had some discussions regarding park acquisitions at a few of their Executive Sessions. They have been unable to have anyone sell them the land for parks in the area. He stated that they can try to plan a joint meeting with the Parks and Recreation Commission and the residents who live in the Northwest Area to speak further on this issue.

Councilmember Hark stated that they have been working on the issue and are limited as to what they can share. He stated that it has been an issue due to the purchasing of land.

Carly Conrad, 1558 76th Street West, stated that she would also like a park in the area. They drive all over town to visit parks, but they do not have one that they can bike to.

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. Resolution 18-108.

City Engineer Tom Kaldunski stated that they will be conducting a Public Hearing on a project to extend sewer/water and conduits for fiber optic for the new Fire Station. He stated that they are bringing the sewer and water from the project currently taking place on Broderick Boulevard. He stated that the estimated project cost for the sewer and water improvements would be \$1,054,236 and the estimated cost for installing the conduit would be \$54,551. There are no assessments for the project. He stated that the Council will need to pass a Resolution that orders the project, approve the plans and specifications, and then authorize to put the project out for bids. He stated that they are looking at early July for the start of construction, and that the work will have interim completion dates with grass planting next Spring.

Councilmember Hark stated that they will not be closing the Highway for installation of the items. It will be placed underneath.

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

Ayes: 4

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve 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. Resolution 18-108.

Ayes: 4

Nays: 0 Motion carried.

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). Resolution 18-109.

City Planner Allan Hunting stated that Staff had a meeting to discuss the easements with the Welna's and the property owner who owns the entire 19-acres of land.

He referenced maps of the area and pointed out the basins that required easements. He stated there are two options to consider for easements:

1. At this time, require all the needed perimeter and regional basin easements over the entire 19-acre parcel.
2. Require all the needed perimeter and regional basin easements on the 5-acre parcel and get the balance on the remaining 14-acres when development occurs.

Planner Hunting stated that there are differing preferences between the Engineering and Planning Departments. The Planning Department suggests addressing what is needed today and get the other easements when it develops at a later time. The Engineering Department would prefer to get everything now.

Ben Welna, 8580 Alverno Avenue, stated that it was their preference to look at the 5-acre parcel now and address the other area as development occurs.

Mayor Tourville asked if they could write up the 5-acre parcel, but if there was an issue they would have to come back to City Hall.

Planner Hunting stated that there will not be any other proposed improvements on the 5-acre parcel, and that development would not occur for a while on the southwest end.

Engineer Kaldunski stated that there were two points to consider. One would be if someone would want to build a house on the 15-acre parcel, they would have to meet their standards for a Custom Grading Agreement, and the second would be if someone came in with a development proposal to sub-divide the property.

Councilmember Bartholomew stated that he was struggling with the practical difficulty on the variance itself.

Mayor Tourville stated that there will not be any development for a while without utilities out there. He stated that he agreed with the 5-acre only parcel.

Councilmember Perry asked Mr. Welna to clarify that if this wasn't approved he would rent the property, and that if it was approved he would purchase the property.

Mr. Welna responded that was correct.

Councilmember Hark asked Planner Hunting if the practical difficulty was the fact that the land probably won't be developed, and that sewer and water probably wouldn't be put in for ten or fifteen years.

Planner Hunting responded that he didn't recall an instance like this in the northwest area since he has been here. He stated that he didn't believe that has been a practical difficulty or an issue before as a part of a variance.

Mayor Tourville asked City Attorney Kuntz if there were any length of time for development with an existing structure and practical difficulty.

Attorney Kuntz stated that it would be difficult for several reasons. One being in anticipation of the northwest area they used to have a rural residential lot designation, possibly with a ten-acre requirement. He stated that the purpose of that was to preserve the land until sewer and water came through. When sewer and water came, the question was what they should do for the properties in the northwest area that won't immediately get sewer and water. He stated that Council passed the Ordinance that allowed sale of a minimum size and only did it once to provide some relief. He stated that if there is a variance from that it has to do with the lot size, considering that the homestead is already there.

Mayor Tourville questioned if there were a lot of these in the northwest area that could be broken up for the residents on a larger piece of property.

Planner Hunting stated that there are larger parcels on the farthest reaches for sewer to get there. He wasn't sure of other situations of structures on a large property. He stated that someone else could come in and make the same argument.

Attorney Kuntz asked Planner Hunting that if there was a home on the 5-acre parcel, could they still place a home on the remaining 14-acre parcel.

Planner Hunting responded that they could put another house on the balance of that property. It could have one existing and one future.

Attorney Kuntz stated that allowing the five acres is because of the existing improvements in that area, it naturally forms a parcel that they have squared off. The additional land needs to be larger, when looking at the basin easements, because there is not a lot of productive land left on the 14 acres. He stated that you would want to have a larger lot to accommodate the basins and a smaller lot to accommodate the already existing improvements. He stated that the improvements are existing and a dedication on the 14-acre can make it justification for the practical difficulty.

Councilmember Hark stated that when the Planning Commission voted on it, they stated that "the practical difficulty is unique in that they are creating another parcel but utilizing the existing buildings and not adding another house or septic".

Attorney Kuntz stated that the large portion of the 14-acres is going into basin and cannot be built on. The remaining 5-acres are where the improvements are currently existing.

Councilmember Bartholomew stated that statement added clarity and felt the approach makes sense and that he could support a variance on those grounds.

Mayor Tourville stated that in the findings of fact the proposal for utilities could be 15 years or greater.

Motion by Bartholomew second by Hark to approve Resolution 18-109 relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue. (Tabled from May 14), with the reasons for practical difficulty stating that the 14-acre piece is encumbered by large basins and is unique.

Mayor Tourville stated that they needed to look at the basins and the water practicality for the five-acres.

Ayes: 4

Nays: 0 Motion carried.

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. Resolution 18-110.

Community Development Director Link stated that the property located at 1843 – 120th Street, is up for consideration for a Resolution relating to a Conditional Use Permit to allow steel siding on an accessory structure on the property to be used for the storage of personal items. He stated that staff is recommending approval and that the Planning Commission also unanimously recommends approval.

Motion by Hark second by Perry to approve Resolution 18-110 relating to a Conditional Use Permit to allow steel siding on an accessory structure for property located at 1843 120th Street.

Ayes: 4

Nays: 0 Motion carried.

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. Resolution 18-111.**
- b) An Ordinance to Rezone Lot 2, Block 1 from P, Institutional to R-3C, Multiple Family Residential. Ordinance 1353.**
- c) A Resolution relating to a Preliminary and Final Plat for a two-lot subdivision. Resolution 18-112.**
- d) A Resolution relating to a Conditional Use Permit for a 40-unit multiple family apartment building. Resolution 18-113.**
- 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. Resolution 18-114.**

Community Development Director Link stated that this property is located on the east side of Cahill Avenue at 6070 Cahill Avenue. He stated that two of the above items need a 4/5th vote. The request is to change the Comprehensive Plan designation on the north part of the property from Public Institutional to High Density Residential, and to change the Zoning from Institutional to the R3C. The request is to construct a 40-unit apartment building.

Mayor Tourville asked the Council if they wanted to move forward on this item since it requires a 4/5th vote to pass or if it should be tabled to a later meeting date.

Councilmember Bartholomew commented that they should table this until the next meeting in order to have five Councilmembers in attendance.

Mr. Klun asked if they could still give their presentation and then have the Council make their decision on whether or not to table. He stated that they have a deadline the second week of June and were concerned about timing.

Director Link stated that the apartment building would have affordable housing for low income families. There is a plat creating two lots, one for the Church and one for the developer. He stated that Staff finds that the land use proposal is compatible with existing and future land uses and that the plat meets the planning requirements. He stated that there is one Variance for the number of parking spaces in our Ordinance that requires 2 ½ spaces per unit, and they are requesting two here. He stated that they added a condition that requires bi-annual meetings between the Planning Department, Police Staff, and the owner/manager to review any issues. Planning Staff recommends approval of the request and the Planning Commission also recommends unanimous approval.

Councilmember Bartholomew asked if there was a condition that limits the residents to two vehicles. He questioned the enforcement. He suggested that at the time of the lease, if they could add that residents could not have more than two vehicles.

Director Link responded that there is not a condition for that and that it would be difficult to enforce. He stated that this was something they could ask for them to look into.

Mayor Tourville stated they need to have enough visitor parking.

Director Link stated that the Church has agreed to provide overflow parking if it is necessary.

Councilmember Hark questioned who was responsible for setting up the meetings that are to take place between the owners and the Police Department.

Director Link responded that they could make it a requirement of the owner/managers.

Rick Klun, Executive Director, Center City Housing Corporation, 105 ½ West First Street, Duluth. Nancy Cashman, Supportive Housing Director, Center City Housing. Mr. Klun introduced his development team, Nick Vreeland, Lead Architect from LHB Architects and Engineers; Kari Gill, Deputy Director with Dakota County CDA; and Madeline Kastler, Housing Manager for Dakota County Social Services Department. He stated that also in attendance are Pastor Pete Benedict and Pastor John Marsden, and Paul Mandell and the others from River Heights Vineyard Church.

He stated that Center City Housing is a not for profit housing developer. He stated that this building will consist of 40 two and three bedrooms units that will be securely staffed 24/7 at the front desk of the building. There will be cameras outside of the building as well as underground and off-street parking.

Ms. Cashman stated that all of the families will be low-income families with children. They may be homeless or at risk of being homeless. She stated that they will focus on safety, education, employment, and mental/physical health. There will be programming for children from birth through five years old, and school-aged youth programming for after school.

Nick Vreeland, Lead Architect with LHB Architects and Engineers, displayed a site plan of the area and spoke about the layout and the topography. He also displayed photos of the exterior of the building and the interior floor plan on both the grade level and first floor.

Mr. Klun stated they will also have a computer room available for use that will be monitored closely.

Councilmember Hark asked about the 24-hour front desk staffing and asked if that would continue after two years.

Mr. Klun responded that it would continue long after the two-year timeframe or they would not be operating. He stated that there will be two people in the building 24/7.

Mayor Tourville asked who owned the building at the end of the loan.

Mr. Klun responded that Center City Housing Corporation owns the building.

Mr. Klun stated that they are making three applications for the funding. He stated that there are low income housing tax credits with Minnesota Housing, there are low income housing tax credits with Dakota County CDA, and there is money for housing infrastructure bonds. He stated that the requirement is that the building remain affordable between 30 to 33 years.

Peter Benedict, 9019 Coffman Circle, stated that he attended a meeting with area Churches and that one of the things that had come up was the need for affordable housing in the Community. They would like to serve the Community around them in some way and ask that they help make this happen. He stated that their Church offers meals to people throughout the week and with the addition of this building feels that will increase the need for those meals.

Councilmember Hark asked how the occupants/renters were chosen.

Ms. Cashman responded that they have tenant selection criteria they will design. The primary referral will be the coordinated entry system and they will also create a waiting list. She stated that people will need to meet certain criteria such as a handicap or homeless definition.

Councilmember Hark questioned how people will enter the building.

Ms. Cashman responded that the only way to get in and out is through the front door. People are allowed guests, but those guests will need to leave a copy of their ID at the front desk, and the tenant must come down and walk the guest to their unit. She stated that when guests leave, they pick up their ID on the way out.

John Marsden, 7352 Boyd Avenue, stated that they have lived in the area for 26 years and have seen this Community grow in many ways. He thanked the Council for making this possible. He asked that they approve this project for those that need a home and for kids that need a stable education.

Paul Mandell, 8320 Cleadis Avenue, stated that as the Chair of the Housing Committee they reviewed this project very favorably and that on behalf of the Housing Committee they unanimously support this project.

Charlie Thompson, President/CEO of Neighbors Inc., lives at 8354 Copperfield Way, stated that he is in support of this project. He stated that in 2017, Neighbors Inc. served 396 families that resided in Inver Grove Heights. Those services included 191,000 pounds of food, \$3,339.00 in free clothing and household items and \$6,488.00 in emergency cash assistance for things such as rent and utilities. He stated that income statistics for Inver Grove Heights show that 56% of the families that use Neighbors Inc. services are below 100% of the Federal poverty level bringing their income to an estimated \$2,092 per month for a family of four. 65% of their income goes toward housing. He asked for the Council's support of this development.

Jerry Dailey, 16590 Hudson Avenue, Lakeville, stated that he is a Board member of MICA (Metropolitan Interfaith Council on Affordable Housing). He stated that there have been many projects like this built in the Dakota County area, but that this one is unique in that they have in-house support for the people who

live there. There is security and River Heights Vineyard Church is there and offers meals four days a week, as well as counseling and support groups. He stated that the MICAH Mission Statement states that this is “a vision that the metropolitan area will provide for everyone, with no exclusions, safe, secure, accessible, and affordable housing”. He stated that they think this project will do just that.

Councilmember Bartholomew commented that this is a good fit for the Community and that he is in support of it.

Councilmember Hark stated that he was in agreement with Councilmember Bartholomew and was impressed with the partnership with the Church, the 24/7 supervision, and the in-house support. He is in favor but with the caveat that the owners have a bi-annual meeting with the Police Chief.

Ms. Cashman stated that she has met with the Chief of Police and that it is their goal to having a liaison at the meetings.

Councilmember Perry stated that she has been in favor of it. She said that hearing that the number of homeless students have grown in the past two years shows that there is a need for more housing like this. She stated that she is in support.

Mayor Tourville stated that he has attended a few of the pastoral meetings and that without the leadership of the Church, this probably wouldn't have been able to come to fruition. He stated that this is a great neighborhood project.

City Attorney Kuntz stated that there were three modifications that require a change to the Resolution approving the Conditional Use Permit as follows:

1. Councilmember Hark was addressing paragraph 12 regarding the bi-annual meetings where the responsibilities and arrangement of the meetings rests with the facility staff. He suggests adding a sentence stating “the responsibility to organize and arrange the meetings shall be that of the facility staff.”
2. An arrangement between this property and the Church property for overflow parking as there is no mention of that in the Conditional Use Permit. He suggested adding that “this property owner shall make arrangements with the adjoining Church property for overflow parking.”
3. Councilmember Bartholomew questioned having restrictions limiting the number of vehicles per unit to no more than two vehicles per unit.

Councilmember Bartholomew stated that after listening to the group and understanding the overflow parking, that he didn't think they needed to put that third item into the agreement.

Motion by Hark second by Bartholomew to approve the following actions for property located at 6070 Cahill Avenue;

- a) A Resolution 18-111 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 1353 to Rezone Lot 2, Block 1 from P, Institutional to R-3C, Multiple Family Residential.
- c) A Resolution 18-112 relating to a Preliminary and Final Plat for a two-lot subdivision.
- d) A Resolution 18-113 relating to a Conditional Use Permit for a 40-unit multiple family apartment building.
- e) A Resolution 18-114 relating to a Variance to allow parking at a ratio of spaces per unit whereas 2.5 spaces per unit is required.

This Motion is also addressing the following two points:

1. Adding a sentence to include that “responsibility to organize and arrange the meetings shall be that of the facility staff.”

2. Add “this property owner shall make arrangements with the adjoining Church property for overflow parking.”

Ayes: 4

Nays: 0 Motion carried.

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.

City Planner Allan Hunting stated that Brad Scheib from HKGi is here this evening to give a brief summary. He stated that they are asking to get authorization to distribute the documents and fulfill the required six-month review period.

Brad Scheib, Hoisington Koegler Group, Inc. (HKGi) 123 North Third Street, Minneapolis, stated that they are at that point where they need to authorize distribution of the documents for affected agencies and jurisdiction review. This is a mandatory required six-month review process. He stated that there are a few pieces that are still being fine-tuned. He stated that there were some key changes to the plan document, but what came out of the process was land use changes in the Northwest Area, such as development patterns and the Argenta Trail realignment where growth was shifted from Robert Street to the Argenta Corridor. They also looked at the struggling retail centers and gave several options.

He stated that they had involved the Housing Committee and Planning Commission meetings where they updated the policy statements and goals and that ties everything together with the implementation chapter. He stated that at this time, they are looking for authorization to keep the process moving and start the six-month review period. The plan will go out for review, then they will initiate a preliminary review by the Met Council, and then the plan will go online for additional input and feedback. He stated that as information comes forward they will summarize that information and at the end of the process they will have interactions with the Council and Commissions. He stated that the Planning Commission's Public Hearing will be held in October or November. It will come before the City Council for approval to submit the plan to the Metropolitan Council before the end of the calendar year. The Met Council reviews it and places the plan back to the City and the City puts the plan into effect at the beginning of 2019.

Mayor Tourville asked if there would be a summary of the amount of input that was put into the meetings and dates.

Mr. Scheib responded yes, and that the information will be included in what they refer to as a “supplemental document” that documents all of the engagement that has taken place.

Mayor Tourville commented that it wasn't just the City of Inver Grove Heights that takes part in this. He stated that they send their version of the plan to all of the affected neighbors and that they in turn send their information to us.

Councilmember Hark asked where the documents from the surrounding Cities are located and how people could get access to them if they wanted.

City Planner Hunting responded that four have already arrived via email. Staff gets them and then looks them over. He asked if Councilmember Hark would like that information.

Councilmember Hark responded that he would like to receive the link.

Motion by Hark second by Perry to approve the CITY OF INVER GROVE HEIGHTS; to 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.**Ayes: 4****Nays: 0 Motion carried.**

Mr. Scheib stated that they will put the plan online along with a survey mechanism for the public to view by the end of the week.

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

Community Development Director Link stated that this is a proposal from SRF Consultants for railroad quiet zone implementation. He stated that information was shared during a Work Session on April 2nd and that staff was directed to come up with a proposal as follows:

1. Concord Neighborhood (Tasks 1 and 2). This option is easier and more straightforward at a cost of \$1,500.00. and takes just a few months for the approval process. He stated that there were no further improvements necessary in that area.
2. 105th Neighborhood (Tasks 3, 4, and 5). This option was more complicated, with the process being more lengthy and costly at a cost of \$2,000.00. It would take approximately 16 months as there is a need to have railroad crossing improvements in that area. He stated that the design and construction would be done by the railroad Union Pacific, but the cost would be the Cities expense. Construction costs would be approximately \$250,000. He stated that funding has not been determined for this yet, but possibilities include the Deed Host Community Grant, for which we do not qualify for as it does not generate any jobs or industrial or commercial tax base. There is still the possibility of the Dakota County ELF (Environmental Legacy Fund) Grant. He stated other possibilities could include the State Bond, and a MnDOT Program that uses Federal Funds. He stated that the design work would cost \$10,000, and that the City would have to put that money into an escrow account.

He stated that staff's recommendation is as follows:

1. Approve the portion of the SRF proposal dealing with the Concord Neighborhood.
2. Defer the SRF proposal for 105th Street as it doesn't make sense to spend dollars on design when they don't know if they have the money for the construction.
3. Continue to search for funding for 105th Street including some of the above-mentioned possibilities.

Councilmember Bartholomew questioned if there were any County Funds available. He asked if they could also look into the League of Minnesota Cities to see if there was something there with regards to what other Cities may have done.

Development Director Link responded that MnDOT moneies was used at the 65th Street Crossing and was the same program. He stated they would look into this further to see if the project could qualify. He responded that they could also look into County Funds. He stated that they have ELF Funds that they have used in the past that they could look into as well and that they would also inquire with the Met Council.

He stated other Cities have received State bond funding and to check on any other funds that may be available.

Mayor Tourville stated that he usually agrees with Staff but that he now looks at this as a quality of life issue. He stated that there may be an emergency source that they can look into or the Host Community Funds. He stated that he would like staff to look at both.

Councilmember Bartholomew agreed with Mayor Tourville that this is a quality of life issue and that the problem is funding. He stated that approving tasks 3, 4, and 5 they are committing \$10,000 in escrow, which in turn says that they are going to spend the \$250,000 because if they don't, they have just spent \$10,000 for no reason.

Mayor Tourville stated that the \$10,000 would be a part of both projects.

Director Link responded that the \$10,000 was just for the 105th Street crossing. They do not need improvements for the Concord area.

Councilmember Bartholomew stated that they have to question if they are willing to spend the \$10,000 with the hopes of coming up with \$250,000 in funding. He asked if they could wait until the next meeting when all five Councilmembers are in attendance. He stated that they can move Tasks 1 and 2 this evening and bring back Tasks 3, 4, and 5 at the next meeting.

Director Link stated that it would be better to discuss everything at once, so they should wait until the next meeting.

He stated that he will not be in attendance at the next meeting, but that the information will be the same. If anything new comes up he will provide that information.

Mayor Tourville asked if that escrow could be lost at any period of time.

Director Link responded that if the City and the railroad make an agreement, the \$10,000 goes into an escrow account and that if the railroad agrees to do the engineering analysis, they will draw down on the escrow. He stated that once they have that completed, they will have a better feel for what the cost will be. If they don't use that in a certain period of time, they will have to go back and pay for updates.

Brenda Sabistina, 10380 Brent Avenue, stated that she didn't have an issue with them passing the Concord portion this evening, but that back in April they had a CWT Waiver. She asked why they did not take the chance that the railroad would approve the waiver.

Director Link stated that the issue of the waiver was before the City Council and that the Council decided not to pursue the waiver as the chances of approval were slim. He stated that the Council wanted to pursue the program in front of you this evening. He stated that this could possibly have a higher chance of success, but there are more costs associated with it.

Marilyn Weis, 2846 104th Court East, stated that she did not want this to go on for another three or four more years. She stated that they have come to these meetings over the years and that they want to be heard on this matter. She asked how much traffic was on that road, as nothing has been done to improve it. She asked if there would be an opportunity to have a discussion about closing the road.

Mayor Tourville stated they are not at the point where they can discuss closing roads. He stated that they could put a traffic counter out there, but he's heard there isn't a lot of traffic.

Ms. Weis asked if this issue could be moved further ahead on the Agenda at the next meeting so they are not at the meeting for such a long amount of time.

Motion by Bartholomew second by Hark to table this item until the next meeting which would take place on June 11th.

Ayes: 4

Nays: 0 Motion carried.

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.**

City Administrator Joe Lynch stated that in their negotiations with Republic Services, they created an opportunity that they contribute cash funds to the City, in addition to the Host Community fees that they pay for the landfill to operate. Those funds could offset the cost for a position with the City that would combine many activities that are being done by many current city positions. He named a few of the tasks and duties that this position would be responsible for stating that they currently have six positions doing various tasks in addition to their other duties. He stated that the needs are rising based on a Grant from Dakota County for their Waste Management Program. One program is the Organics Collection Program that would begin in 2018 and in 2019 they will need to develop a plan as to how to collect that City-wide. He stated that the City made a commitment as a Green Step City and accepted the sustainability plan that was a part of it.

He stated that he is recommending that the Council authorizes the City Administrator and the Human Resource Manager to advertise the position for hire, which would be a competitive hire, and that they would bring forward a recommendation to the City Council. He stated that the starting range of pay with benefits would be between \$93,000 to \$113,000. The cash payments made by Republic Services would total \$225,000 for ten years and another \$125,000 for an additional two years for a total of \$2.5 million dollars over a 12-year period.

Councilmember Bartholomew asked if the funds that are allocated were contractual. He questioned if they did not hire for the position, would the funds be taken away.

Administrator Lynch responded that it was a part of their Host Community Fee agreement adjustment that was made with Republic Services. The funds will go away if the position is not hired.

Motion by Hark second by Bartholomew to approve to 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.

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Lynch stated that they have a mediation with Frattalone/Dawn Way Landfill tomorrow and are hopeful that they will be able to come to a Resolution and be able to proceed.

Mayor Tourville asked for an update about the signage board that is broken outside of the Community Center.

Administrator Lynch responded that they are looking at replacement and change the type and size. It is outdated technology. He stated that he would update them on the progress soon.

Mayor Tourville wanted to state on record that it is not the Parks and Recreation Director's fault that there is not a park in the northwest area.

He suggested having a meeting at 6:00pm on a Monday so that they can get an update on where things stand and that the Parks and Recreation Commission can be invited to this meeting. He stated that they could inform the neighbors as well.

Councilmember Bartholomew agreed with the need for a meeting.

Councilmember Perry stated that the Police Department held their “Castle with a Cop” today at White Castle and that the Fire Department will be doing one tomorrow from 2:30pm to 4:00pm.

9. ADJOURN:

Motion by Hark second by Perry to adjourn the meeting at 9:32 p.m.

Ayes: 4

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 11, 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 24, 2018 to June 5, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 5, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$417,960.79
Debt Service & Capital Projects	327,343.72
Enterprise & Internal Service	252,400.08
Escrows	16,317.35
Grand Total for All Funds	<u><u>\$1,014,021.94</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 24, 2018 to June 5, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 5, 2018**

WHEREAS, a list of disbursements for the period ending June 5, 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	\$417,960.79
Debt Service & Capital Projects	327,343.72
Enterprise & Internal Service	252,400.08
Escrows	16,317.35
 Grand Total for All Funds	 <u><u>\$1,014,021.94</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of June, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 05/24/2018 - 06/05/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABSOLUTE TRAILER SALES INC	5/11/18	05/29/2018	VEHICLE PURCHASE CONTRA	101.44.6000.451.60040	3,348.11
ADVANCED GRAPHIX, INC.	199413	06/05/2018	5/21/18	101.42.4000.421.60006	270.00
AFSCME COUNCIL 5	INV0074549	05/25/2018	UNION DUES (AFSCME FAIR	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0074550	05/25/2018	UNION DUES (AFSCME FULL	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0074551	05/25/2018	UNION DUES (AFSCME FULL	101.203.2031000	73.60
BAUER, NANCY	18-05	05/29/2018	5/7/18 CC	101.41.1100.413.30700	225.00
BETTS, BETH	1076	06/01/2018	5/24/18	101.44.6000.451.30700	732.33
CANEFF, ADAM	4/25/18	06/01/2018	REIMBURSE - FDIC TRAINING	101.42.4200.423.50080	75.00
CENTURY LINK	5/19/18 651 455 9072 782	06/05/2018	651 455 9072 782	101.42.4200.423.50020	40.47
CMI, INC	8012737	06/05/2018	550772	101.42.4000.421.60065	170.00
COMPASS MINERALS AMERICA INC.	258508	05/29/2018	533306	101.43.5200.443.60016	3,763.11
COMPASS MINERALS AMERICA INC.	261108	05/29/2018	411113	101.43.5200.443.60016	1,310.34
COMPASS MINERALS AMERICA INC.	262704	06/05/2018	55963	101.43.5200.443.60016	53,087.40
COMPASS MINERALS AMERICA INC.	263152	06/05/2018	55963	101.43.5200.443.60016	9,049.70
CORPORATE MARK, INC.	423039	05/29/2018	5/18/18	101.42.4000.421.60006	17.00
CULLIGAN	4/30/18 157-98459100-6	05/15/2018	157-98459100-6	101.42.4200.423.60065	80.55
DAKOTA ELECTRIC ASSN	246837-9 5/18	05/29/2018	Electric	101.44.6000.451.40020	441.82
DAKOTA ELECTRIC ASSN	250165-8 5/18	05/29/2018	Electric	101.44.6000.451.40020	82.04
DAKOTA ELECTRIC ASSN	393563-2 5/18	05/29/2018	Electric	101.44.6000.451.40020	174.61
DAKOTA ELECTRIC ASSN	426713-4 5/18	05/29/2018	Electric	101.43.5400.445.40020	51.68
DAKOTA ELECTRIC ASSN	443054-2 5/18	05/29/2018	Electric	101.44.6000.451.40020	0.17
DAKOTA ELECTRIC ASSN	109394-7 5/18	05/29/2018	Electric	101.43.5400.445.40020	1,193.17
E&M CONSULTING, INC.	E22259	06/05/2018	5/30/19	101.41.1100.413.50025	2,888.50
EFTPS	INV0074570	05/25/2018	FEDERAL WITHHOLDING	101.203.2030200	47,643.72
EFTPS	INV0074572	05/25/2018	MEDICARE WITHHOLDING	101.203.2030500	15,151.70
EFTPS	INV0074573	05/25/2018	SOCIAL SECURITY WITHHOLD	101.203.2030400	46,957.74
EFTPS	INV0074811	06/01/2018	FEDERAL WITHHOLDING	101.203.2030200	26.89
EFTPS	INV0074813	06/01/2018	MEDICARE WITHHOLDING	101.203.2030500	17.70
EFTPS	INV0074814	06/01/2018	SOCIAL SECURITY WITHHOLD	101.203.2030400	75.70
EMERGENCY RESPONSE SOLUTIONS	11078	05/29/2018	4/23/18	101.42.4200.423.60040	171.67
EMERGENCY RESPONSE SOLUTIONS	11077	05/29/2018	5/1/18	101.42.4200.423.40042	1,273.16
EMERGENCY RESPONSE SOLUTIONS	11104	06/05/2018	5/18/18	101.42.4200.423.60065	2,841.60
ESS BROTHERS & SONS INC	YY1959	05/29/2018	5/9/18	101.43.5200.443.60016	523.00
FAST ATTACK INC.	001091	05/29/2018	5/15/18	101.42.4200.423.60011	299.40
GALLS INC	009966390	06/05/2018	1001727847	101.42.4000.421.60045	450.00
GALLS INC	009986375	06/05/2018	1001727847	101.42.4000.421.60045	150.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0074555	05/25/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0074556	05/25/2018	HSA ELECTION-SINGLE	101.203.2032500	4,382.45
GENESIS EMPLOYEE BENEFITS, INC	IN1267951	06/01/2018	4/1/18-4/30/18	101.42.4000.421.30550	146.00
GENESIS EMPLOYEE BENEFITS, INC	5/25/18	05/25/2018	2ND QTR HRA VEBA ER CONT	101.203.2032520	888.00
GENESIS EMPLOYEE BENEFITS, INC	5/31/18	05/31/2018	FLEX COMP DED PAY	101.203.2031500	2,855.48
HEALTHEAST MEDICAL TRANSPORTATION	18-22281	06/05/2018	5/19/18	101.42.4000.421.30700	85.00
HEINFRIED KOLKMANN	18-022	05/29/2018	JOB #18-021	101.44.6000.451.30700	1,000.00
IACP	0005848	06/05/2018	01673058	101.42.4000.421.50070	150.00
ICMA RETIREMENT TRUST - 457	INV0074557	05/25/2018	ICMA-AGE <49 %	101.203.2031400	6,542.84
ICMA RETIREMENT TRUST - 457	INV0074558	05/25/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0074559	05/25/2018	ICMA-AGE 50+ %	101.203.2031400	1,491.97
ICMA RETIREMENT TRUST - 457	INV0074560	05/25/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0074561	05/25/2018	ICMA (EMPLOYER SHARE ADI	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0074568	05/25/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0074569	05/25/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
JMD MANUFACTURING, INC.	92889	05/29/2018	5/16/18	101.43.5200.443.60016	580.01
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Casey's Gene	06/05/2018	Legal	101.43.5100.442.30420	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Community De	06/05/2018	Legal	101.45.3000.419.30420	260.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Council Meetir	06/05/2018	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Endres Custor	06/05/2018	Legal	101.43.5100.442.30420	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Engineering	06/05/2018	Legal	101.43.5100.442.30420	2,888.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Friemann Co I	06/05/2018	Legal	101.43.5100.442.30420	110.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Mayor/CC	06/05/2018	Legal	101.41.1000.413.30420	3,844.80
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Parks	06/05/2018	Legal	101.44.6000.451.30420	681.20
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Planning	06/05/2018	Legal	101.45.3200.419.30420	1,179.50
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Police	06/05/2018	Legal	101.42.4000.421.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Public Works	06/05/2018	Legal	101.43.5000.441.30420	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Rauschnot Prc	06/05/2018	Legal	101.45.3000.419.30420	4,747.32
LEVANDER, GILLEN & MILLER P.A.	4/30/18 92000E	06/05/2018	92000E	101.42.4000.421.30410	20,700.06
MADISON NATIONAL LIFE INSURANCE COMI	1298571	06/05/2018	JUNE 2018 GROUP #012439	101.203.2031700	2,639.91
MCFOA	2018 MEMBERSHIP	06/05/2018	MEMBERSHIP APPLICATION	101.41.1100.413.50070	45.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0074552	05/25/2018	STEVE HER FEIN/TAXPAYER I	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0074553	05/25/2018	JOEL JACKSON FEIN/TAXPAY	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0074554	05/25/2018	JOHN VERDEJA FEIN/TAXPAY	101.203.2032100	190.49
MN DEPT OF REVENUE	INV0074571	05/25/2018	STATE WITHHOLDING	101.203.2030300	23,108.98
MN DEPT OF REVENUE	INV0074812	06/01/2018	STATE WITHHOLDING	101.203.2030300	17.16
MN GLOVE & SAFETY, INC.	309027	05/29/2018	CTINVE	101.43.5200.443.60045	99.97
MN GLOVE & SAFETY, INC.	309233	06/05/2018	CTINVE	101.43.5200.443.60045	29.99
MN GLOVE & SAFETY, INC.	309242	06/05/2018	CTINVE	101.43.5200.443.60045	39.99
MUNICIPAL EMERGENCY SERVICES, INC.	IN1228223	06/05/2018	5/18/18	101.42.4200.423.60045	347.89
PERA	INV0074562	05/25/2018	PERA COORDINATED PLAN	101.203.2030600	38,996.20
PERA	INV0074563	05/25/2018	EMPLOYER SHARE (EXTRA P	101.203.2030600	2,999.74
PERA	INV0074564	05/25/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0074565	05/25/2018	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0074566	05/25/2018	PERA POLICE & FIRE PLAN	101.203.2030600	14,983.72
PERA	INV0074567	05/25/2018	EMPLOYER SHARE (POLICE &	101.203.2030600	22,475.65
PINE BEND PAVING, INC.	18-183	06/05/2018	5/14/18	101.43.5200.443.60016	254.10
PINE BEND PAVING, INC.	9051418	06/05/2018	5/14/18	101.43.5200.443.40046	4,390.79
PINE BEND PAVING, INC.	18-197	06/05/2018	5/18/18	101.43.5200.443.60016	165.00
PRECISE MRM	IN200-1016910	06/05/2018	000208	101.43.5200.443.30700	211.67
RCM SPECIALTIES, INC.	6525	05/29/2018	5/11/18	101.43.5200.443.40046	8,312.50
SOUTH ST PAUL, CITY OF	5/8/18 UTILITY BILLING	05/29/2018	12/29/17-4/6/18	101.207.2070900	38.58
STANTEC CONSULTING SERVICES INC.	1341288 B	06/05/2018	92607	101.43.5100.442.30300	3,456.00
STREAMLINE DESIGN INC	38250	05/29/2018	5/12/18	101.42.4200.423.60045	40.00
TEAM LABORATORY CHEMICAL CORP	INV0011050	05/29/2018	231940	101.43.5200.443.60016	12,784.50
TWIN CITY SAW	A23050	06/05/2018	5/24/18	101.43.5200.443.60040	578.91
TYLER TECHNOLOGIES, INC	025-222996	06/05/2018	41443	101.41.2000.415.40044	554.49
TYLER TECHNOLOGIES, INC	025-224589	06/05/2018	2018 PROJECT REVIEWS	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0085221-MN	06/05/2018	006745	101.41.1100.413.30500	180.00
UNIFIRST CORPORATION	090 0420649	05/29/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0420649	05/29/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0422910	06/05/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0422910	06/05/2018	1051948	101.44.6000.451.60045	24.47
WAGNER'S SOD CO, INC	2018-0824	05/29/2018	5/14/18	101.43.5200.443.60016	32.40
WAGNER'S SOD CO, INC	2018-1049	06/05/2018	5/22/18	101.43.5200.443.60016	39.60
ZACK'S, INC.	32765	05/29/2018	5/15/18	101.43.5200.443.60016	158.61
Fund: 101 - GENERAL FUND					401,109.58
ST PAUL ARENA COMPANY, LLC	SPAC0002559	06/05/2018	MAY 2018	201.44.1600.465.50025	200.00
Fund: 201 - C.V.B. FUND					200.00
DOZIER, PATSY	5/14/18	05/29/2018	REFUND	204.44.0000.3470000	25.00
GAVIN-BALLANGER, JOSEPH MARK	5/14/18	05/29/2018	SPRING 2018 ARCHERY PAYM	204.44.6100.452.30700	300.00
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	204.207.2070300	394.17
MRSL	5/17/18	05/29/2018	REFUND - FIELD RENTAL CAN	204.207.2070300	16.38
MRSL	5/17/18	05/29/2018	REFUND - FIELD RENTAL CAN	204.44.0000.3471000	230.00
TRIDISTRICT COMMUNITY ED	11/2/17-5/17/18	05/29/2018	11/2/17-5/17/18 #1061	204.44.6100.452.40065	41.25
TRIDISTRICT COMMUNITY ED	11/2/17-5/17/18	05/29/2018	11/2/17-5/17/18 #1061	204.44.6100.452.40065	103.13
Fund: 204 - RECREATION FUND					1,109.93
EZ FITNESS SOLUTIONS, LLC	18-0003	05/29/2018	5/14/18	205.44.6200.453.40042	750.00
MILLER'S ELECTRIC	621	06/05/2018	621	205.44.6200.453.40040	125.00
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	205.207.2070300	8,424.78
PERFECTION PLUS, INC	1128656	05/29/2018	5/1/18	205.44.6200.453.40040	5,857.50
Fund: 205 - COMMUNITY CENTER					15,157.28
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 EDA	06/05/2018	Legal	290.45.3000.419.30420	384.00
Fund: 290 - EDA OPERATING					384.00
EAGAN, CITY OF	APRIL 2018	06/05/2018	APRIL 2018	403.207.2070500	2,526.60
Fund: 403 - WATER CONNECTION FUND					2,526.60
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 #0901 Round	06/05/2018	Legal	429.72.5900.729.30420	135.00
Fund: 429 - 2009 IMPROVEMENT FUND					135.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Fire Station N	06/05/2018	Legal	434.42.4200.423.30420	1,740.00
Fund: 434 - 2014 IMPROVEMENT FUND					1,740.00
MN POLLUTION CONTROL AGENCY	10000059147	06/05/2018	5/16/18	436.44.5900.736.30700	187.50
WSB & ASSOCIATES, INC.	R-011626-000 3	06/05/2018	3	436.44.5900.736.30300	10,559.00
Fund: 436 - 2016 IMPROVEMENT FUND					10,746.50
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Dickman Ind F	06/05/2018	Legal	437.73.5900.737.30420	408.50
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Heritage Park	06/05/2018	Legal	437.44.5900.737.30420	5,085.27
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Rosemount/IG	06/05/2018	Legal	437.44.5900.737.30420	96.00
Fund: 437 - 2017 IMPROVEMENT FUND					5,589.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STANTEC CONSULTING SERVICES INC.	1341288 B	06/05/2018	2018 PROJECT REVIEWS	438.42.4200.423.30700	1,440.00
Fund: 438 - 2018 IMPROVEMENT FUND					1,440.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 #1509D Brode	06/05/2018	Legal	440.74.5900.740.30420	904.50
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 #1609E-Bancr	06/05/2018	Legal	440.74.5900.740.30420	17.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 #1709E-93rd	06/05/2018	Legal	440.74.5900.740.30420	318.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					1,239.50
SOUTH ST PAUL, CITY OF	5/8/18 UTILITY BILLING	05/29/2018	12/29/17-4/6/18	441.74.5900.741.40030	65.58
Fund: 441 - STORM WATER MANAGEMENT					65.58
HEINFRIED KOLKMANN	18-022	05/29/2018	JOB #18-021	444.74.5900.744.30700	3,500.00
Fund: 444 - PARK CAPITAL REPLACEMENT					3,500.00
EVERGREEN LAND SERVICES	00-11921	05/29/2018	2/28/18	446.74.5900.746.30300	2,056.18
EVERGREEN LAND SERVICES	00-11925	05/29/2018	2/28/18	446.74.5900.746.30300	4,576.30
INTERNATIONAL WIRE WORKS INC.	5/24/18 TEMP. EASE.	06/01/2018	CITY PROJECT NO. 2017-24	446.74.5900.746.80100	500.00
INTERNATIONAL WIRE WORKS, INC.	5/24/18 PERM. EASE.	06/01/2018	CITY PROJECT NO. 2017-24	446.74.5900.746.80100	90,500.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 #1724 65th &	06/05/2018	Legal	446.74.5900.746.30420	6,533.29
SOURCE LAND CAPITAL LLC	5/24/18 TEMPORARY EAS	05/29/2018	CITY PROJECT NO. 2017-03	446.74.5900.746.80100	8,700.00
SOURCE LAND CAPITAL, LLC	5/24/18 PERM. EASEMEN	05/29/2018	CITY PROJECT NO. 2017-03	446.74.5900.746.80100	182,400.00
Fund: 446 - NW AREA					295,265.77
MESSERLI & KRAMER, P.A.	351530	06/05/2018	CASE NO 22369-00003	451.75.5900.751.30700	5,000.00
Fund: 451 - HOST COMMUNITY FUND					5,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 SKB Demolitic	06/05/2018	Legal	454.43.5500.446.30420	95.00
Fund: 454 - LANDFILL ABATEMENT					95.00
CORE & MAIN LP	1894990	06/05/2018	099872	501.50.7100.512.40043	5,435.78
GERTENS	25392/6	06/05/2018	103566	501.50.7100.512.60016	589.60
GERTENS	K26085/6	06/05/2018	103566	501.50.7100.512.60016	36.80
GERTENS	26161/6	06/05/2018	103566	501.50.7100.512.60016	(51.80)
METROWIDE PLUMBING LLC	5/22/18	06/05/2018	5760 CAHILL AVE	501.50.7100.512.40043	523.50
MN DEPT OF HEALTH	4/1/18-6/30/18	05/29/2018	1190014	501.207.2070100	12,481.50
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	501.207.2070200	1,696.67
MTI DISTRIBUTING CO	1165155-00	06/05/2018	91180	501.50.7100.512.60016	67.84
PINE BEND PAVING, INC.	9051818	06/05/2018	5/18/18	501.50.7100.512.40046	2,428.75
SHAPCO PRINTING	233999	06/05/2018	0585	501.50.7100.512.50030	781.20
SHERWIN-WILLIAMS	6123-3	06/05/2018	6682-5453-5	501.50.7100.512.40040	278.07
SHERWIN-WILLIAMS	6313-0	06/05/2018	6682-5453-5	501.50.7100.512.40040	186.74
SHERWIN-WILLIAMS	7216-2	06/05/2018	6682-5453-5	501.50.7100.512.40040	186.74
SOUTH ST PAUL, CITY OF	5/8/18 UTILITY BILLING	05/29/2018	12/29/17-4/6/18	501.50.7100.512.40005	254.57
STANTEC CONSULTING SERVICES INC.	1358543	06/05/2018	92607	501.50.7100.512.30300	3,195.00
WATER CONSERVATION SERVICES INC	8531	06/05/2018	5/22/18	501.50.7100.512.40046	731.71
Fund: 501 - WATER UTILITY FUND					28,822.67
SOUTH ST PAUL, CITY OF	5/8/18 UTILITY BILLING	05/29/2018	12/29/17-4/6/18	502.51.7200.514.40015	570.00
Fund: 502 - SEWER UTILITY FUND					570.00
ARTISAN BEER COMPANY	3261918	06/05/2018	125656	503.52.8300.524.76150	203.00
ARTISAN BEER COMPANY	3263657	06/05/2018	125656	503.52.8300.524.76150	713.70
BREAKTHRU BEVERAGE MINNESOTA	1090855892	06/05/2018	102294	503.52.8300.524.76150	252.00
BREAKTHRU BEVERAGE MINNESOTA	1080802465	06/05/2018	102294	503.52.8300.524.76150	212.50
BREAKTHRU BEVERAGE MINNESOTA	1080805636	06/05/2018	102294	503.52.8300.524.76150	467.14
BREAKTHRU BEVERAGE MINNESOTA	1090861842	06/05/2018	102294	503.52.8300.524.76150	252.00
COCA COLA BOTTLING COMPANY	3607203884	06/05/2018	5/16/18	503.52.8300.524.76100	586.92
COCA COLA BOTTLING COMPANY	3655202455	06/05/2018	5/23/18	503.52.8300.524.76100	1,156.54
COCA COLA BOTTLING COMPANY	3655202456	06/05/2018	5/23/18	503.52.8300.524.76100	(75.00)
COCA COLA BOTTLING COMPANY	3594200637	06/05/2018	5/29/18	503.52.8300.524.76100	909.24
COLLEGE CITY BEVERAGE	195-3801	06/05/2018	3592	503.52.8300.524.76150	254.80
COLLEGE CITY BEVERAGE	195-3867	06/05/2018	3592	503.52.8300.524.76150	724.60
DAKOTA ELECTRIC ASSN	201360-5 5/18	05/29/2018	Electric	503.52.8600.527.40020	250.84
DRAFT TECHNOLOGIES	05211804	06/05/2018	5/21/18	503.52.8300.524.40042	55.00
HEGGIES PIZZA	416924242	06/05/2018	C224	503.52.8300.524.76050	164.80
HEGGIES PIZZA	628108578	06/05/2018	c224	503.52.8300.524.76050	183.90
JJ TAYLOR DIST. COMPANY OF MN	2842105	06/05/2018	00834	503.52.8300.524.76150	532.20
JJ TAYLOR DIST. COMPANY OF MN	2798523	06/05/2018	00834	503.52.8300.524.76150	450.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Golf Course	06/05/2018	Legal	503.52.8500.526.30420	840.00
M. AMUNDSON LLP	259035	06/05/2018	902858	503.52.8300.524.76050	221.90
MADISON NATIONAL LIFE INSURANCE COM	1298571	06/05/2018	2018 PROJECT REVIEWS	503.52.8600.527.20630	6.95
MANSFIELD OIL COMPANY	20723184	05/29/2018	24129	503.52.8600.527.60021	1,347.43
MANSFIELD OIL COMPANY	20724432	05/24/2018	24129	503.52.8600.527.60021	2,655.39
MANSFIELD OIL COMPANY	20724433	05/29/2018	24129	503.52.8600.527.60021	2,222.89
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	503.207.2070300	45,997.97
MTI DISTRIBUTING CO	1165693-00	06/05/2018	402307	503.52.8600.527.40042	186.85

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NAPA OF INVER GROVE HEIGHTS	5762-073804	05/24/2018	4165	503.52.8600.527.40042	73.68
NAPA OF INVER GROVE HEIGHTS	5762-075586	06/05/2018	4165	503.52.8600.527.40042	53.96
NATUREVIEW LANDSCAPING	ighgolf	05/29/2018	8/22/17	503.52.8600.527.80400	9,748.90
PETTY CASH - MATT MOYNIHAN	5/23/18	06/05/2018	2018 GOLF COURSE OPERAT	503.100.1010700	400.00
PHILLIPS WINE & SPIRITS	2356338	06/05/2018	125656	503.52.8300.524.76150	181.37
PHILLIPS WINE & SPIRITS	2360019	06/05/2018	125656	503.52.8300.524.76150	108.10
REINDERS, INC.	3054361-00	06/05/2018	326799	503.52.8600.527.60020	320.63
SUPERIOR TURF SERVICES INC	14519	05/29/2018	5/2/18	503.52.8600.527.60030	225.89
TDS METROCOM	5/13/18 651 457 3667	06/05/2018	651 457 3667	503.52.8500.526.50020	69.71
US FOODSERVICE	3134949	06/05/2018	03805983	503.52.8300.524.60065	168.38
US FOODSERVICE	3175650	06/05/2018	03805983	503.52.8300.524.60065	329.64
US FOODSERVICE	3175650	06/05/2018	03805983	503.52.8300.524.76050	733.42
US FOODSERVICE	3317050	06/05/2018	03805983	503.52.8300.524.76050	1,329.04
WINFIELD SOLUTIONS, LLC	000062330109	05/29/2018	442575	503.52.8600.527.60030	2,005.99
WINFIELD SOLUTIONS, LLC	000062330113	05/29/2018	442575	503.52.8600.527.60035	1,078.47
WINFIELD SOLUTIONS, LLC	000062330114	05/29/2018	442575	503.52.8600.527.60035	465.02
YAMAHA GOLF & UTILITY, INC.	01-204840	06/05/2018	INVERWOOD	503.52.8600.527.40042	188.08
ZACK'S, INC.	32766	05/29/2018	5/15/18	503.52.8600.527.60040	383.38
Fund: 503 - INVER WOOD GOLF COURSE					78,637.22
HEPPNER'S AUTO BODY	43580	05/29/2018	1/26/18	602.00.2100.415.40048	359.65
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50010	4,117.75
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50010	34,476.25
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50011	27,053.50
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50012	9,312.75
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50015	521.50
LEAGUE OF MN CITIES INS TRUST	5/4/18 40001254	06/05/2018	40001254	602.00.2100.415.50016	2,003.25
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	602.00.2100.415.40048	4.69
Fund: 602 - RISK MANAGEMENT					77,849.34
ABM EQUIPMENT & SUPPLY	0155934-IN	05/29/2018	0138399	603.00.5300.444.40041	232.97
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004152195	05/29/2018	14649	603.140.1450050	389.80
ARROW MOWER, INC.	52669	06/05/2018	GROVINVE	603.00.5300.444.40041	12.66
BETTS, BETH	1076	06/01/2018	5/24/18	603.00.5300.444.40040	566.66
BOYER TRUCKS - MINNEAPOLIS	202863	05/29/2018	38679B	603.00.5300.444.40041	54.82
CRAWFORD DOOR SALES COMPANY	29863	05/29/2018	IN30652	603.00.5300.444.40040	258.75
ELECTRIC FIRE & SECURITY	9154	06/05/2018	CIT800	603.00.5300.444.40040	1,040.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	WC051018-1	05/29/2018	5/10/18	603.00.5300.444.40041	54.29
ENVIRONMENTAL EQUIPMENT & SERVICES,	14356	05/29/2018	5/11/18	603.00.5300.444.40041	416.23
ENVIRONMENTAL EQUIPMENT & SERVICES,	14396	06/05/2018	5/21/18	603.00.5300.444.40041	77.08
FACTORY MOTOR PARTS COMPANY	1-Z14381	05/29/2018	10799	603.140.1450050	115.80
FACTORY MOTOR PARTS COMPANY	1-Z14542	06/05/2018	10799	603.140.1450050	115.80
FERRELLGAS	1101352348	05/29/2018	7754787	603.00.5300.444.40041	53.00
HEPPNER'S AUTO BODY	43638	06/05/2018	5/21/18	603.00.5300.444.40041	130.00
INVER GROVE FORD	5252087	05/29/2018	5/8/18	603.00.5300.444.40041	158.67
INVER GROVE FORD	5252194	05/29/2018	5/9/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5252439	05/29/2018	5/15/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5252984	06/05/2018	5/25/18	603.00.5300.444.40041	105.78
KIMBALL MIDWEST	6358633	06/05/2018	222006	603.00.5300.444.60012	505.76
KIMBALL MIDWEST	6359235	06/05/2018	222006	603.00.5300.444.60012	(30.60)
KREMER SERVICES LLC	55781	05/29/2018	5/8/18	603.00.5300.444.40041	993.47
KREMER SERVICES LLC	56111	06/05/2018	5/24/18	603.00.5300.444.40041	2,408.20
L.T.G. POWER EQUIPMENT	222726	05/29/2018	5656	603.00.5300.444.40041	959.96
L.T.G. POWER EQUIPMENT	222729	05/29/2018	5656	603.00.5300.444.40041	120.90
L.T.G. POWER EQUIPMENT	222730	05/29/2018	5656	603.00.5300.444.60014	480.44
MACQUEEN EMERGENCY GROUP	P01160	06/05/2018	INVER003	603.00.5300.444.40041	118.84
MANSFIELD OIL COMPANY	801921	05/29/2018	23866-02-801921	603.140.1450060	10,375.75
MANSFIELD OIL COMPANY	801924	05/29/2018	23866-01-801924	603.140.1450060	5,684.84
MANSFIELD OIL COMPANY	804779	05/29/2018	23866-02-084779	603.140.1450060	1,382.56
MID CITY SERVICES, INC.	80620	06/05/2018	5/25/18	603.00.5300.444.40065	45.75
MIDWEST LIFT WORKS LLC	1907	05/29/2018	5/7/18	603.00.5300.444.40040	450.00
MINNESOTA EQUIPMENT	R24089	05/29/2018	INVER001	603.00.5300.444.40041	472.86
NORTH AMERICAN TRAILER SALES	0304129575	05/29/2018	10095	603.00.5300.444.40041	67.76
NORTH AMERICAN TRAILER SALES	0304129663	06/05/2018	10095	603.00.5300.444.40041	49.27
NUSS TRUCK AND EQUIPMENT	4554823P	06/05/2018	38679B	603.00.5300.444.40041	214.99
O' REILLY AUTO PARTS	1767-326175	05/29/2018	1578028	603.00.5300.444.40041	44.78
O' REILLY AUTO PARTS	1767-326333	05/29/2018	1578028	603.00.5300.444.60012	17.98
O' REILLY AUTO PARTS	1767-326336	05/29/2018	1578028	603.00.5300.444.40041	34.29
O' REILLY AUTO PARTS	1767-326365	05/29/2018	1578028	603.00.5300.444.40041	135.84
O' REILLY AUTO PARTS	1767-327015	05/29/2018	1578028	603.00.5300.444.60040	37.99
O' REILLY AUTO PARTS	1767-327115	05/29/2018	1578028	603.140.1450050	15.16
O' REILLY AUTO PARTS	1767-327669	05/29/2018	1578028	603.00.5300.444.40041	10.78
O' REILLY AUTO PARTS	1767-328514	05/29/2018	1578028	603.00.5300.444.40041	22.91
O' REILLY AUTO PARTS	1767-328763	05/29/2018	1578028	603.00.5300.444.40041	9.96
O' REILLY AUTO PARTS	1767-328781	05/29/2018	1578028	603.140.1450050	67.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	1767-328803	05/29/2018	1578028	603.140.1450050	26.46
O' REILLY AUTO PARTS	1767-328815	05/29/2018	1578028	603.00.5300.444.40041	2.63
O' REILLY AUTO PARTS	1767-329055	05/29/2018	1578028	603.00.5300.444.40041	10.76
O' REILLY AUTO PARTS	1767-329419	06/05/2018	1578028	603.00.5300.444.60012	14.49
O' REILLY AUTO PARTS	1767-330320	06/05/2018	1578028	603.140.1450050	32.17
O' REILLY AUTO PARTS	1767-330560	06/05/2018	1578028	603.00.5300.444.40041	30.41
O' REILLY AUTO PARTS	1767-330560	06/05/2018	1578028	603.140.1450050	92.02
O' REILLY AUTO PARTS	1767-331092	06/05/2018	1578028	603.140.1450050	9.99
PERFECTION PLUS, INC	1128656	05/29/2018	5/1/18	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980047858	05/29/2018	4502557	603.00.5300.444.60014	500.20
POMP'S TIRE SERVICE, INC.	980048147	05/29/2018	4502557	603.140.1450050	1,330.20
POMP'S TIRE SERVICE, INC.	980048148	05/29/2018	980048148	603.140.1450050	687.00
POMP'S TIRE SERVICE, INC.	980048336	06/05/2018	4502557	603.00.5300.444.60014	2,094.50
POMP'S TIRE SERVICE, INC.	980048499	06/05/2018	4502557	603.00.5300.444.60014	518.56
SCHLOMKA'S VAC TRUCK SERVICE, INC.	7914	06/05/2018	5/24/18	603.00.5300.444.40040	1,120.00
SHAPCO PRINTING	233999	06/05/2018	0585	603.00.5300.444.60010	390.80
SHARROW LIFTING PRODUCTS	118691	05/29/2018	18300	603.00.5300.444.40040	392.25
SNAP-ON INDUSTRIAL	ARV/36132335	06/05/2018	200100474	603.00.5300.444.60040	18.08
TITAN MACHINERY	889647 CL	05/29/2018	6239910	603.00.5300.444.40041	2,549.11
TRUCK UTILITIES, INC.	0323954	05/29/2018	000154	603.00.5300.444.80700	3,259.00
UNIFIRST CORPORATION	090 0420649	05/29/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0420649	05/29/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0422910	06/05/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0422910	06/05/2018	1051948	603.00.5300.444.60045	39.67
UNITED FARMS COOP	77929	06/05/2018	2/1/18	603.00.5300.444.40041	629.50
UNITED FARMS COOP	9033118	06/05/2018	3/31/18	603.00.5300.444.40041	9.62
UNITED FARMS COOP	9043018	06/05/2018	4/30/18	603.00.5300.444.40041	9.31
WORLD FUEL SERVICES	97566398-41801	05/29/2018	112741	603.140.1450050	1,340.53
WORLD FUEL SERVICES	97567179-41801	05/29/2018	112741	603.00.5300.444.40041	132.55
WORLD FUEL SERVICES	97567179-41801	05/29/2018	112741	603.140.1450050	675.86
ZACK'S, INC.	32765B	05/29/2018	5/15/18	603.00.5300.444.60012	191.76
ZARNOTH BRUSH WORKS	0169789-IN	05/29/2018	INV1669	603.00.5300.444.40041	98.00
Fund: 603 - CENTRAL EQUIPMENT					45,719.23
BETTS, BETH	1076	06/01/2018	5/24/18	605.00.7500.460.30700	874.01
FLUID INTERIORS LLC	59080	05/29/2018	22532	605.00.7500.460.40040	1,600.00
PERFECTION PLUS, INC	1128656	05/29/2018	5/1/18	605.00.7500.460.40040	4,512.08
Fund: 605 - CITY FACILITIES					6,986.09
CDW GOVERNMENT INC	MPD7085	06/05/2018	2394832	606.00.1400.413.60041	129.75
IDEAL SYSTEM SOLUTIONS, INC.	65513	06/05/2018	3/8/18	606.00.1400.413.60041	13,500.00
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	606.00.1400.413.60010	0.59
MN DEPT OF REVENUE	Apr - 18	05/29/2018	Taxes	606.00.1400.413.60041	10.86
TDS METROCOM	5/13/18 651 457 7490	06/05/2018	651	606.00.1400.413.50020	174.33
Fund: 606 - TECHNOLOGY FUND					13,815.53
BEBEL, LLONI	5/16/18	05/29/2018	ESCROW BALANCE REFUND	702.229.2286702	2,325.04
DAKOTA CTY ATTORNEY	17-2840	06/05/2018	17-2840	702.229.2291000	57.38
HENNEPIN COUNTY DISTRICT COURT	18411036	05/29/2018	DONOVAN CASEY	702.229.2291000	78.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Blackstone Vis	06/05/2018	Legal	702.229.2282202	299.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-And	06/05/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Ang	06/05/2018	Legal	702.229.2291000	148.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Bett	06/05/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Der	06/05/2018	Legal	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Jac	06/05/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Neil	06/05/2018	Legal	702.229.2291000	514.98
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Forfeiture-Sur	06/05/2018	Legal	702.229.2291000	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Holiday Gas S	06/05/2018	Legal	702.229.2293402	190.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Industrial Equi	06/05/2018	Legal	702.229.2291802	826.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Interstate Dev	06/05/2018	Legal	702.229.2291902	792.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Kamish Excav	06/05/2018	Legal	702.229.2283801	1,999.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Kreck SW Fac	06/05/2018	Legal	702.229.2291501	77.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Pine Bend Lar	06/05/2018	Legal	702.229.2293002	5,380.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Police-Forfeitu	06/05/2018	Legal	702.229.2291000	404.00
LEVANDER, GILLEN & MILLER P.A.	81000E 4/18 Wasatch Stor	06/05/2018	Legal	702.229.2284802	593.00
TACTICAL SOLUTIONS	6696	06/05/2018	5/24/18	702.229.2291000	2,097.95
WASHINGTON COUNTY COURT ADMIN	117027460	06/05/2018	HENLE/CECILLA	702.229.2291000	300.00
Fund: 702 - ESCROW FUND					16,317.35
Grand Total					1,014,021.94

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 1 – Dasher Board Package – West Rink Floor Project – City Project 2018-1722

Meeting Date: June 11, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #1 for Dasher Board Package for the West Rink Floor Project to Becker Arena Products Inc. in the amount of \$74,360.50. The purchase is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%.

SUMMARY

On May 14, the Council approved the purchase of the dasher board system for the West Rink Project using the National Joint Powers Purchasing Agreement (NJPA) from Becker Arena Products in an amount of \$165,245.57.

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

The overall project budget is as follows:

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 Resurfacers
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Project Contingency	\$50,000	
Total	\$936,620	

Becker Arena Products Inc
720 Innovation Drive
Shakopee MN 55379 USA

Phone: 800-234-5522
Fax: 952-890-2680

Invoice: 1010124

Pro-forma Invoice

Page: 1 of 1
Date: 5/21/2018

Sold To:

Inver Grove Heights, City Of
Veterans Memorial Civic Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

Ship To:

Inver Grove Heights Veterans Memorial
Civic Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

PO Number:

Terms: 45%down, 45%10
day 10%due upon

Sales Rep: Brad Peterson

Ship Via: Delivered (included in cost)

Line	Part Number/Description	Quantity	Doc Unit Price	Ext Price
1	INVER GROVE HEIGHTS, MN BAP6.0 GALVANIZED STEEL FRAMED DASHER BOARDS	1.00 EA	144,564.32000 /1 Disc	144,564.32 -7,228.22000
2	INSTALL1 INVER GROVE HEIGHTS, MN - REMOVAL OF EXISTING BOARDS	1.00 EA	0.00000 /1	0.00 -
3	INSTALL1 INVER GROVE HEIGHTS, MN - FULL INSTALLATION	1.00 EA	29,378.39000 /1 Disc	29,378.39 -1,468.92000

Line(s) Subtotal: 165,245.57
Miscellaneous Charges: 0.00
Total Taxes: 0.00
Deposit Balance: 0.00
Rounding: 0.00

Total: 165,245.57

45% Deposit Due upon placement of order \$74,360.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Blackstone Vista 3rd Addition

Meeting Date: June 11, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

Approve a Resolution approving a revised Final Plat for the plat of Blackstone Vista 3rd Addition.

- Requires 3/5th's vote

SUMMARY

Blackstone Vista 3rd Addition was approved in November 2017 as a 40 unit single family development. Lennar Corporation was going to begin construction this spring. Dakota County's study of 70th Street improvements and lane expansions has revealed that besides the right-of-way needed to widen the road, additional land will be needed for storm water purposes. At the location where Blackstone Vista 3rd abuts 70th Street, the County will be acquiring additional storm pond easements. This will have an effect on the design of the plat. The original plat assumed a future stub of Arkansas Avenue would connect northward to 70th Street. The County will be acquiring storm easements on the land to the north which eliminates or minimizes development potential for the land to the north, thus eliminating the need for a future Arkansas Avenue connection. As a result, both the County and City Staff have determined the stub of Arkansas Avenue north of 71st Street is no longer needed, and the plat should be modified to reflect this change.

A new plat is proposed, containing 39 lots and eliminating the street stub. The County Plat Commission has reviewed and recommended approval of the plat. New development agreements will need to be approved by Council at a later date before grading can begin on the site.

RECOMMENDATION:

Planning Division; Staff recommends approval of the revised plat.

Attachments: Resolution Approving the Revised Plat
Revised Final Plat
Approved Final Plat

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE REVISED FINAL PLAT OF BLACKSTONE VISTA 3RD
ADDITION**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as;

The West 620.16 feet 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.

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 January 5, 2016;

WHEREAS, the City Council approved the final plat on November 13, 2017;

WHEREAS, Dakota County has needed to acquire right-of-way and drainage easements for County Road 26 improvements which impact the design of the plat;

WHEREAS, a revised plat has been submitted which redesigns the plat consistent with the County road improvement project needs;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat of Blackstone Vista 3rd Addition, is hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 11th day of June, 2018.

AYES:

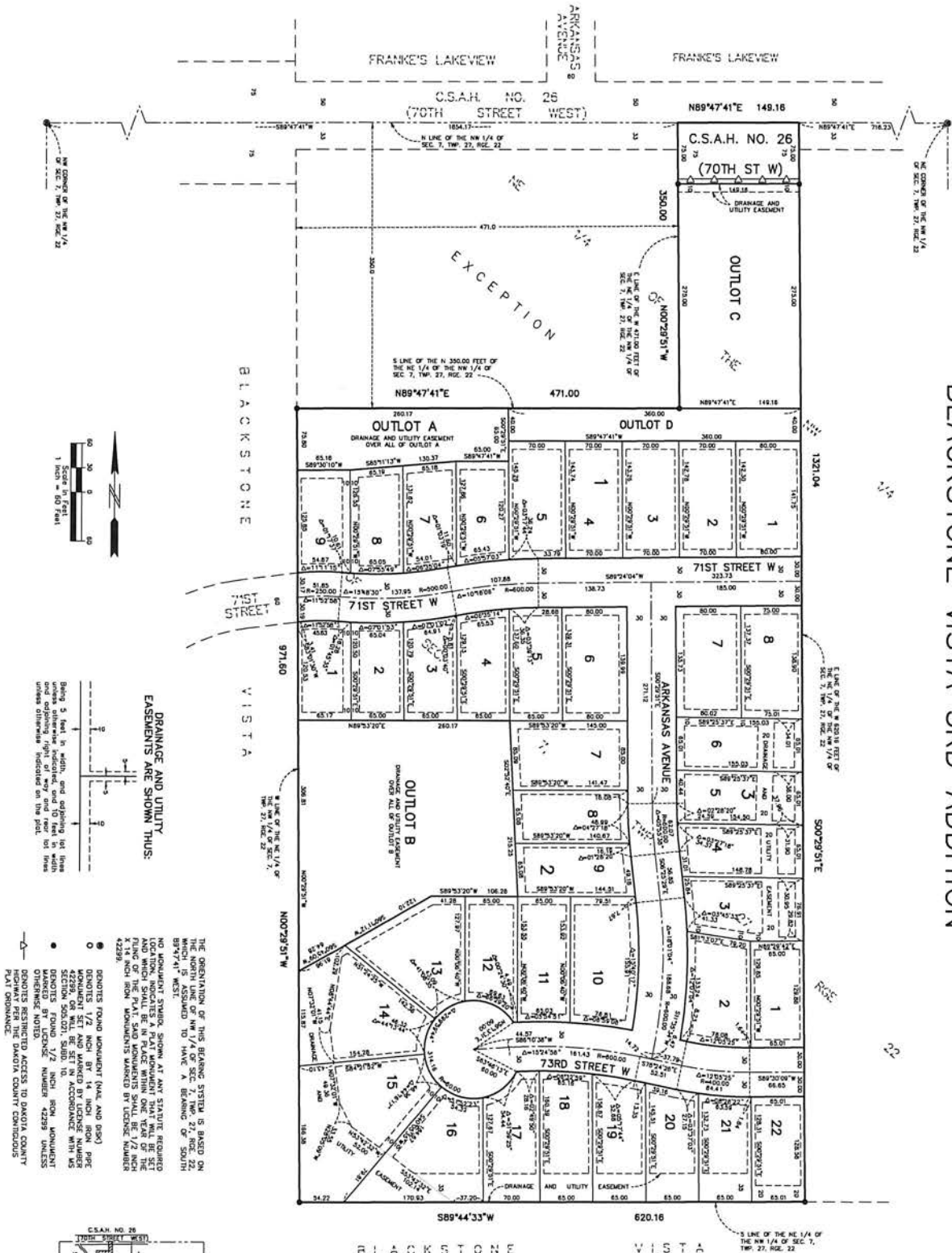
NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

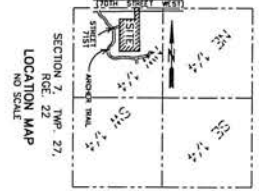
BLACKSTONE VISTA 3RD ADDITION



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 89°47'41" WEST.

NOTES:

- 1. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 2. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 3. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 4. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
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- 17. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
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- 19. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 20. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 21. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.
- 22. BEARING AND DISTANCE FOR EACH LOT AND OUTLET ARE SHOWN.



REVISED PLAT

APPROVED PLAT



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Inver Grove Heights 65th Street Wetland Replacement Plan

Meeting Date: June 11, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

Approve a Resolution approving a wetland replacement plan for wetland mitigation of 0.15 acres associated with the 65th Street construction project.

- Requires 3/5th's vote

SUMMARY

The City will be constructing a new segment of 65th Street between Hwy 3 and Argenta Trail. The new segment is needed to accommodate traffic needs as the Northwest Area develops. The Hwy 3 intersection improvements will occur this construction season and 65th Street is to be constructed in 2019. Based on the design of the roadway project, one wetland will be impacted and therefore a wetland replacement plan must be approved by the City for the project to move forward. There would be a total of 0.15 acres (6,735 square feet) of permanent wetland impacts with this construction. Wetland impacts would be mitigated at a 2:1 ratio through purchase of wetland credits. The TEP panel concurs and recommends approval of the plan to purchase wetland credits.

The City Council approved payment for wetland bank credits for the project on April 9, 2018.

RECOMMENDATION:

Planning Division; Staff, along with the TEP panel recommends approval of the wetland mitigation plan.

Environmental Commission; The Commission reviewed and discussed the request on May 24. A quorum was not present but the majority of the members appeared favorable towards the request.

Attachments: Resolution Approving the Wetland Mitigation Plan
Staff Report
Environmental Commission Minutes

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION FOR
THE IMPACT OF WETLANDS ASSOCIATED WITH THE 65TH STREET CONSTRUCTION
PROJECT**

**CASE NO. 18-28W
(City of Inver Grove Heights)**

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved impacting 6,735 square feet (0.15 acre) of wetlands and replacement through a wetland banking credit;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following condition:

1. The City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for said use have been officially withdrawn from the wetland bank.

Passed this 11th day of June, 2018.

AYES:

NAYS:

Resolution No. _____

Page 2

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

REPORT DATE: May 14, 2018

CASE NO: 18-28W

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Approval of a Wetland Replacement Plan

MEETING DATE: May 24, 2018

LOCATION: Future 65th Street between Hwy 3 and Argenta Trail

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning
WCA TEP

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City will be constructing a new segment of 65th Street between Hwy 3 and Argenta Trail. The new segment is needed to accommodate traffic needs as the Northwest Area develops. This project is in conjunction with further improvements on Hwy 3 for the new intersection. The Hwy 3 intersection improvements will occur this construction season and 65th Street is to be constructed in 2019. A wetland inventory was conducted for the project area. Based on the design of the roadway project, one wetland will be impacted and therefore a wetland replacement plan must be approved by the City for the project to move forward. There would be a total of 0.15 acres (6,735 square feet) of permanent wetland impacts with this construction. Wetland impacts would be mitigated at a 2:1 ratio through purchase of wetland credits.

The City Council approved payment for wetland bank credits for the project on April 9, 2018.

One of the tasks of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council.

Dakota County Soil and Water Conservation District (DCSWC) reviews and processes wetland applications under the Wetland Conservation Act for the City of Inver Grove Heights. City Staff prepares a summary memo for the Environmental Commission and City Council based on the information provided by and action taken by the DCSWC.

EVALUATION OF THE REQUEST

DCSWC has prepared a memo on their review of the replacement plan which is attached to this report.

DCSWC noticed the application on November 3, 2017 and the comment period ended on April 12, 2018.

The DCSWCD has no objection to the proposed wetland impacts and recommends approval of the wetland replacement plan.

ALTERNATIVES

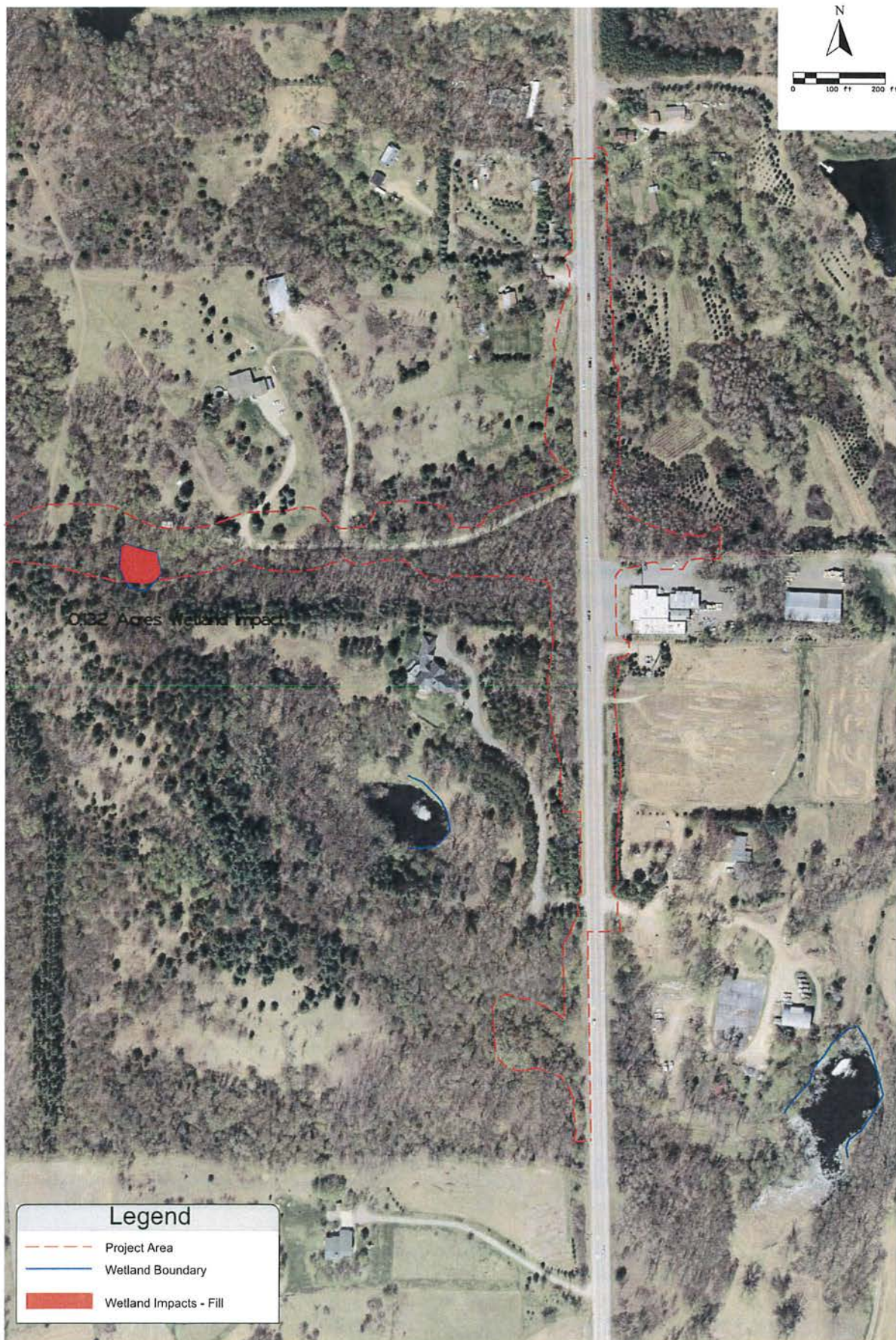
The Environmental Commission has the following actions available on the following requests:

- A. **Approval.** If the Environmental Commission finds the application to be acceptable, the following action should be taken:
- Recommend Approval of the **Wetland Replacement Plan** as proposed.
- B. **Denial.** If the Environmental 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

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement.

Attachments: Location Map
Wetland Permit Application prepared by WSB for the City
DCSWCD Review Memo





MEMORANDUM

To: Allan Hunting, City of Inver Grove Heights
Cc: Tom Kaldunski, City of Inver Grove Height
From: Brian Watson, Dakota SWCD
Certified Wetland Delineator #1163
Date: April 17, 2018
RE: **TH 3 and 65th Street Improvements**
Application for a Wetland Replacement Plan submitted by City of Inver Grove Heights

Under delegated authorities from the City of Inver Grove Heights pursuant to the Minnesota Wetland Conservation Act (WCA), the TH 3 and 65th Street Improvement project has undergone the following administrative process to date:

November 3, 2017 Notice of Decision was provided approving the wetland boundary and wetland type of three wetlands labeled as Wetland A, Wetland B and Wetland C.

March 13, 2018 A wetland replacement plan application was submitted proposing to drain and fill Wetland C, totaling 0.15 acre. The impacted wetland would be replaced through the purchase of 0.30 acre of wetland bank credits located in Freeborn County.

March 19, 2018 Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by April 12, 2018.

April 12, 2018 Comment period closed. Comments via email were received by the Minnesota Board of Water and Soil Resources indicating that the application adequately addressed the need for the project.

Wetland Delineation

The wetland delineation was field reviewed by BWSR and SWCD staff and approved last fall. Three wetlands, labeled Wetland A through C, were delineated. This application focuses on Wetland C which is approximately 0.15 acre in size. The wetland is located in the Mississippi River Watershed – Lake Pepin Basin and Bank Service Area 8.

Wetland Replacement

The application proposes to impact Wetland C in its entirety. Based on the information provided, the need for the project and the mitigation sequencing analysis has been met. The applicant is proposing to provide wetland replacement for the 0.15 acre of impact by purchasing 0.30 acre (2:1 ratio) from wetland bank account #1541 located in the Cedar River Watershed, Freeborn County, Bank Service Area 8. This is within the same Bank Service Area as the impacted wetland and also meets WCA requirements.

Summary/Recommendation

Based on our review and responses received, the SWCD supports approval of Wetland Replacement Plan application to include 0.15 acre of impact and the purchase of 0.30 acre of wetland bank credits from account #1541. Upon approval by City Council, the Notice of Decision form and the wetland bank transaction form will need to be coordinated and processed by City and SWCD.

Attachments:

Application Received.



Memorandum

To: *Allan Hunting, City of Inver Grove Heights
Brian Watson, Dakota County Soil and Water Conservation District
Ryan Malterud, US Army Corps of Engineers*

From: *Shawn Williams, WSB & Associates, Inc.
Dustin Simonson, WSB & Associates, Inc.*

Copy: *Tom Kaldunski, City of Inver Grove Heights
Brad Reifsteck, WSB & Associates, Inc.*

Date: *February 28, 2018*

Re: *City of Inver Grove Heights – TH3 and 65th Street Improvements
Joint Wetland Permits Application
Dakota SWCD Project No. 17-IGH-146
City project number 2015-03
WSB Project No. 3599
USACE Project No. MVP-2017-03655-RMM*

On Behalf of the City of Inver Grove Heights, WSB & Associates, Inc. is submitting the following Joint Application and supporting informing pertaining to the 65th Street Extension project (located between MN Highway 3 and Windwood Addition). The project is proposed to address a gap in the transportation network within the City of Inver Grove Heights. This new construction will provide a connection between new developments (Windwood Addition and Blackstone Ridge) located between Argenta Trail and TH 3.

The enclosed joint application permit to the MN Wetland Conservation Act and Section 404 of the Federal Clean Water Act. The project requires a total of 0.15 acres (6,735 square feet) of permanent wetland impacts associated with the construction of 65th Street. The wetland areas impacted by this project are a Type 2 fresh wet meadow wetland. Wetland impacts will be mitigated at a 2:1 ratio through the purchase of wetland credits from Bank 1541.

The project will have a total of 0.30 acres of permanent wetland impacts and we anticipate that this project will fall under a Letter of Permission authorization from the US Army Corps of Engineers (USACE), and mitigation will be satisfied via wetland credit purchase.

If you have questions, or require additional information, please contact Shawn Williams at 763-287-8531 (email: swilliams@wsbeng.com).

TH3 and 65th Street Improvements

2/28/2018

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Contents

Joint Application Form

Figure 1 -Project Location

Appendix A: Wetland Impact Figure and Cross Sections

Appendix B: Wetland Delineation Notice of Decision



PURCHASE AGREEMENT FOR WETLAND BANKING CREDITS

THIS AGREEMENT (Agreement) is made this 12th day of March, 2018 between the “Wetland Credit Agency, LLC/Sorenson” (Seller) and the “City of Inver Grove Heights” (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

CREDITS TO BE SOLD						
Credit Sub-Group ¹	Acres	Wetland Circ. 39 Type ²	Plant Community Type ³	Cost per Acre	Account Number	Total
A.	--	--	--	--	--	--
B.	--	--	--	--	--	--
C.	0.30	4	deep marsh	\$28,000.00	1541	\$8,400.00
D.	--	--	--	--	--	--
E.	--	--	--	--	--	--
Total	0.30					\$8,400.00

☐ Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

¹A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.

²Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.

³**Wetland plant community type:** shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers.

2. Seller represents and warrants as follows:
- The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - Seller owns the Credits and has the right to sell the Credits to Buyer.
3. Buyer will pay Seller a total of \$8,400.00 for the Credits, as follows:
- \$0 as earnest money, to be paid when this Agreement is signed; and
 - The balance of \$8,400.00 to be paid on or before the Closing Date listed below.

4. In addition to the Credit fees in paragraph 3, Buyer agrees to pay to Seller a withdrawal fee of \$863.70 for the Minnesota Board of Water and Soil Resources (BWSR) based upon the 2017 BWSR Fee Schedule to be paid at closing. At closing, Seller will execute a check made out for this amount, payable to BWSR.

5. The closing of the purchase and sale shall occur on or before June 12th, 2018 (Closing Date). The Closing Date may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form for the Withdrawal of Credits (Transaction Form) in the form specified by BWSR, and forward the same to BWSR along with a check for the withdrawal fee.

6. Buyer shall apply to the appropriate Local Government Unit (LGU) and the US Army Corps of Engineers for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the Local Government Unit (LGU) and/or the US Army Corps of Engineers has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, *Seller shall return Buyer's earnest money*, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU and/or the US Army Corps of Engineers has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

7. Buyer agrees that Agreement is not valid until a signed copy is provided to Seller. If Buyer has not forwarded a signed copy to Seller within 14 days after date signed by Seller, Agreement is null and void and neither Buyer nor Seller shall have any further obligations under this Agreement.



(Signature of Seller) 03/12/2018
(Date)

(Signature of Buyer) (Date)

1. Call to Order

Meeting called to order at 7:00 PM by Chair Trenzeluk

2. Pledge of Allegiance

3. Roll Call

Commissioners Present: Chair Ted Trenzeluk, Sarah Brass, Ken Johnson, Lauren DeGidio

Commissioners Absent: Joan Gabriel, Robert Heidenreich, Patricia Todd (excused), Nichole Boehmke (excused) and Jesse Fillmore (excused)

Staff Present: Heather Botten, Associate Planner

4. Approval of Minutes

Minutes from April 26, 2018 are not approved as a quorum is not present.

5. Applicant Requests

Chair Trenzeluk stated a quorum was not present by the Environmental Commission; the Commission will still hold a meeting to discuss the item in front of them, but there would not be an official recommendation.

a) **CITY OF INVER GROVE HEIGHTS: Consider a wetland replacement plan for future 65th Street.**

Ms. Botten presented the request stating the City will be constructing a new segment of 65th Street between Hwy 3 and Argenta Trail. A wetland inventory was conducted for the project area, it was determined one wetland would be impacted. The new segment is needed to accommodate traffic needs as the Northwest Area develops. The Hwy 3 intersection improvements will occur this construction season and 65th Street is to be constructed in 2019.

Based on the design of the roadway project, one wetland will be impacted and therefore a wetland replacement plan must be approved by the City for the project to move forward. There would be a total of 0.15 acres (6,735 square feet) of permanent wetland impacts with this construction. Wetland impacts would be mitigated at a 2:1 ratio through purchase of wetland credits. City Council approved payment for wetland bank credits for this project.

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement plan.

Ms. Botten stated that Dustin Simonson from WSB was in attendance to answer any technical questions about the project.

Chair Trenzeluk stated that the item in front of the Commission was only the wetland replacement plan, nothing that deals with the actual construction improvements or road alignments. Ms. Botten replied in the affirmative.

Commissioner Johnson stated that .15 acres of wetland would be impacted, will this wetland be replaced with a new wetland or one that is existing. Ms. Botten replied that credits would be purchased for a wetland off site.

Commissioner Johnson commented that if we keep buying wetlands that are existing instead of creating new, all the wetlands will eventually be gone.

Chair Trenzeluk commented that a lot of time the wetland credits are used to purchase credits that are outside Dakota County.

Dustin Simonson, WSB, stated the wetland plan follows the guidelines in the wetland conservation act, which is enforced by the State of MN. This wetland is proposed to be replaced with credits for a wetland in Freeborn County. The process requires the applicant to first look for credits in the same watershed as the wetland being impacted, from there the County the wetland is located and then the banking service area.

Chair Trenzeluk asked if the County was in favor of the wetland plan. Ms. Botten replied in the affirmative.

Commission DeGidio asked if the wetland was actually located in Freeborn County or was just the wetland bank located there. Mr. Simonson replied the credits are in Freeborn County, located in the banking service area, but the impacted wetland is outside of Freeborn County.

Commissioner Johnson asked if a picture could be sent to the Commission on what the new wetland looks like.

Mr. Simonson replied he could contact the wetland bank manager for a picture. He continued stating that nothing new was being created, the wetland is already in existence. The bank owner created the wetland, and then there is five (5) years of monitoring to prove vegetation standards, hydrology, and changes to the soils to show they either created or enhanced a wetland before they are qualified to own banking credits.

Commissioner Brass asked if the wetland was created in the hopes it would then sell. Mr. Simonson replied in the affirmative.

Chair Trenzeluk asked if any neighbors contacted the City with concerns or complaints. Ms. Botten that she was not aware of any neighbor comments.

Joe Klutsky, St. Louis Park, stated he was a student in environmental management. He asked if a wetland bank was a financial institution. Mr. Simonson replied a wetland bank was not a financial institution; a lot of times a group is formed that creates wetland credits to sell that is privately owned.

Mr. Klutsky asked if any revenue was generated throughout this process or if it was strictly preservation. Mr. Simonson replied that wetland banking is with private owners and they do make a profit.

Mr. Klutsky asked if the new location of the wetland is equivalent to the existing one, like having similar wildlife and habitat. Mr. Simonson replied the intent of WCA (wetland conservation act) is to replace in a similar habitat; they may not have the exact same but replacing at a ratio of 2:1 helps with the mitigation.

Mr. Simonson stated the wetland being impacted is a degraded wetland and determined to be isolated and not connected to any other water sources, there is currently limited value and habitat. Chair Trenzeluk stated that generally, if the wetland is pristine the wetland would not be impacted.

Mr. Klutsky commented that real estate development would be more valuable, if they were building around wetlands. Chair Trenzeluk offered the opinion that, in this case, the wetland of .15 acres is not of value to save and build around.

Chair Trenzeluk commented he would make a recommendation to approve the wetland plan based on the City and County recommendation, Commission DeGidio seconded the motion. Commission Trenzeluk asked how the Commission felt about the request. Generally, the Commission was in support, Commission Johnson had some reservations regarding the replacement plan.

Ms. Botten stated she has worked with the City for 16 years and this was the first time she has run into not having a quorum when an action item was on the agenda. She continued stating she would have to look into if the discussion recommendation was sufficient or if the item would have to be brought back to the Commission for an official recommendation. Chair Trenzeluk stated in the 15 years he has been on the Commission this was the first time he has come across the no quorum issue as well.

6. Other Business

7. Adjourn

Commissioner Degidio moved to adjourn at 7:22 pm. Commissioner Brass seconded the motion. Motion approved unanimously.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve proposal from Barr Engineering to conduct Bituminous Roadways noise study.

Meeting Date: June 11, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

The Council is asked to approve a proposal from Barr Engineering to conduct a noise monitoring study to determine noise levels resulting from the mining/asphalt plant operation. Total cost of study would be \$7,200.00.

SUMMARY

Monitoring would occur on the subject site and at two nearby residents and would occur over a one week period in July. Results to be shared with Council and then determine if any further action is necessary.

Attachment: Noise Study Proposal from Barr Engineering

May 30, 2018

Allan Hunting
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re: Bituminous Roadways Noise Study Proposal

Dear Allan:

Barr is pleased to offer this proposed work plan for assessing the current noise impacts of the Bituminous Roadways facility located along Rich Valley Boulevard. This correspondence provides a proposal and services agreement specific to performing a noise monitoring study to include collecting noise level measurements in the vicinity of the facility, and an assessment of the impact of the noise from the facility at nearby residences.

This letter replaces that sent to you on May 22 and is consistent with our conversation yesterday regarding an additional monitoring location. This letter, together with our Standard Terms (attached) sets forth the Agreement between the City of Inver Grove Heights (Client) and Barr Engineering Co. (Barr) regarding performance of a noise monitoring study of the area west of the Bituminous Roadways facility.

Noise Monitoring

Barr will monitor sound levels at or near the perimeter of the Bituminous Roadways property. The proposed monitoring location is near the western property edge of Bituminous Roadways property, with two additional monitors to be located at or near the residences to the west of the facility. Monitoring is proposed for a 1 week period, to be selected in coordination with City staff to capture a representative period of activity in the area. A shorter monitoring interval (e.g. one day or less) could be used to capture facility noise if it is believed that noise levels are not particularly variable over the course of a week. However, the extended monitoring period should help assuage concerns about capturing representative data, but can be adjusted in consultation with the City if operational considerations require.

Noise levels will be measured on a dBA scale (decibels A-weighted). From the monitoring data we will calculate the following:

- L_{eq} – the average equivalent noise level measured over the course of the sampling period.
- L_{90} – the noise level exceeded for 90% of the sampling period. This generally represents the background level throughout the monitoring period.
- L_{50} – the noise level exceeded for 50% of the sampling period. This is the median sound level during the monitoring period. This is one of two metrics incorporated in state noise standards.
- L_{10} – the noise level exceeded for 10% of the monitoring period. Intermittent sounds are often captured by this metric. This is one of two metrics incorporated in state noise standards.

Impacts Assessment

The Minnesota Pollution Control Agency (MPCA) has established standards for environmental noise in Minnesota. Minnesota standards apply at the receptor, and are specific to the type of land use at the receptor location. Household units located nearby fall under the most stringent MPCA noise area classification – NAC-1. Daytime noise levels in an NAC-1 area may not exceed 60 dBA for more than 30 minutes in any given hour (L_{50}) nor exceed 65 dBA for more than six minutes in a given hour (L_{10}). Nighttime noise levels in an NAC-1 area may not exceed 50 dBA for more than 30 minutes in any given hour (L_{50}) nor exceed 55 dBA for more than six minutes in a given hour (L_{10}). (MN Rule 7030.0040)

We will present a quantitative analysis of the monitored noise environment at the monitoring locations with respect to the Minnesota noise standards. We will also provide a brief qualitative discussion of the observed sounds at the monitoring locations. We will attempt to identify the noise sources or source types that have potential to generate residential complaints.

Schedule and Cost

We anticipate being available to complete the work in June or July 2018, provided appropriate activities and weather conditions occur during the proposed monitoring period. Noise measurements should be collected under calm or light winds (less than 11mph). Noise measurements cannot be accurately collected while it is raining, or when thunder or lightning are present. The report preparation can be completed by July 21, 2018 assuming we receive authorization to proceed by June 30, 2018.

We estimate cost for this work as follows:

Noise Monitoring \$5500

Impacts Assessment \$1700

Total Estimated Cost \$7200

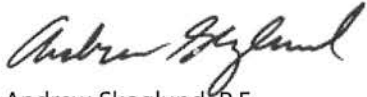
For the services provided, you will pay us according to the attached Standard Terms. We will bill you approximately monthly (4-week) intervals. The cost for field monitoring is highly dependent on weather conditions. It is possible that Barr staff may need to visit the site an additional time, or more, if weather conditions are not conducive to obtaining representative noise level data. Our estimate includes costs for one week of monitoring at three locations simultaneously. If an acceptable dataset can be obtained in a shorter course of monitoring, we will end the monitoring at that point. The estimated cost on a time and materials basis for performance of the above scope is \$7,200. This time and materials estimate assumes up to 40 hours for the tasks proposed herein. Reduction of the scope to a single residential location is anticipated to save approximately \$1200 in time and equipment rental costs.

Alternative Monitoring Period

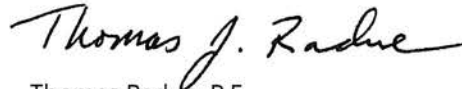
The Minnesota rules specify the allowable noise levels observed over the course of one hour. An alternative minimalist approach to the monitoring would capture a single one-hour observation at each monitoring point to check compliance status. This approach would meet minimum state requirements for noise observations, but would not capture any potential variability in operations at Bituminous. Limiting the monitoring to this basic approach would reduce total estimated costs to approximately \$2650.

We appreciate the opportunity to assist the City in this matter. Please contact Andrew Skoglund at 952.832.2685 with any questions.

Sincerely,



Andrew Skoglund, P.E.
Project Manager



Thomas Radue, P.E.
Vice President

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Additional Official Depository for 2018

Meeting Date: June 11, 2018
 Item Type: Consent Agenda
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 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

Approve additional official depository for 2018.

SUMMARY

City Council annually designates banks, brokers and dealers which will be used during the calendar year.

The following institutions were authorized on January 8, 2018: Bremer Bank, N.A.; Wells Fargo Bank, N.A.; RBC Capital Markets, LLC; Wells Fargo Securities LLC; Morgan Stanley Smith Barney LLC; and Stifel Nicolaus & Co., Inc.

At this time I would like to include Moreton Capital Markets, LLC. An overview of Moreton Capital Markets, LLC and biography on Lynn Cornwell are attached for your review. Moreton Capital Markets, LLC meets all of the requirements per the City's investment policy.

I recommend that the Council approve Moreton Capital Markets, LLC as an additional official depository.



We go the extra mile to bring the capital markets to you.

Moreton Capital Markets is a registered broker-dealer headquartered in Salt Lake City, UT. Our business is built on a foundation of superior customer service to institutional investors. We are dedicated to understanding your investment needs and providing real value-added service. Our consultative approach incorporates Wall Street expertise, Main Street sensibilities, and confident recommendations to guide you through the investment process. We build long-term relationships because we go the extra mile to ensure you receive the highest quality service and support.

Our firm has a contractual agreement with RBC Correspondent Services® to serve as our clearing firm. Client assets are held by RBC Capital Markets, LLC.®. For more information on RBC and this relationship, please see our website: www.MoretonCM.com

PRODUCTS

- US Treasuries
- Government agencies
- Municipal bonds
- Corporate bonds (fixed and floating)
- Commercial paper
- Brokered CDs
- Mortgage backed securities
- Equities (Preferred stock and common)
- Mutual funds
- Exchange traded funds
- Money market mutual funds

SERVICES

- Accounting and analytic reporting
- Custody and safekeeping
- In person meetings to review needs
- Product and market education

TYPICAL CLIENTS

- Corporations
- Municipalities
- Cities, counties, and states
- Special districts
- School districts
- Utilities
- Credit unions
- Community banks
- Insurance companies
- Universities and higher education
- Hospitals and health care
- Investment advisors
- High net worth individuals

Lynn Cornwell

952-777-3227

Lynn.Cornwell@MoretonCM.com

www.MoretonCM.com

Investment Products are Not FDIC Insured, Not Guaranteed, and May Lose Value.

Some employees of Moreton Capital Markets may also be registered representatives of Moreton Asset Management; an SEC-Registered Investment Advisory Firm. Moreton Capital Markets and Moreton Asset Management are separate entities from Moreton & Co., and are operated independent of Moreton & Company, an insurance brokerage started in 1906 serving organizations across the United States. Moreton Capital Markets has some common individual ownership with Moreton & Company.



Lynn Cornwell

Vice President
540 Lake Street, Suite 9
Excelsior, MN 55331
Lynn.Cornwell@moretoncm.com
952-777-3227

Lynn Cornwell brings 31 years of investment experience to the Minneapolis office in Minnesota, where she specialized in providing investment solutions to Midwest local governments, non-profits and corporations.

Lynn started her career with Norwest Bank working in the Trust Department. From there, she became a sales assistant with the institutional brokerage and sales division, where she was later promoted to sales representative.

Lynn is registered with the Financial Industry Regulatory Authority (FINRA) as a general securities representative. She has a bachelor's degree in Marketing Management from Concordia College in St. Paul, MN where she graduated Summa Cum Laude and was on the dean's list every semester.

Involved in her community, Lynn is the past Chair of an e-Mentoring program at Wells Fargo and also was on the Development Committee for Big Brothers, Big Sisters. Currently, for the Minnesota Government Finance Officers Association, she is a member of the Social Committee and on the Leadership Team for the Mentoring Committee. She is a member of the Minnesota Association for Finance Professionals. She has taught classes at the College of St. Catherine. She also received the Wells Fargo Volunteer Service Award in 2002.

Lynn enjoys reading, hiking, boating and spending time with her husband. She also writes weekly movie reviews and occasional book reviews too. Her personal goal is "to help my clients find the investments that best suit their needs, while having fun in the process!"

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider resolution to approve participation in the performance measurement program established by the State of Minnesota.

Meeting Date: June 11, 2018
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Ally Hillstrom / Michelle Calvert
 Intern / Management Analyst
 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 attached Resolution to authorize the City to participate in the performance measurement program established by the State of Minnesota.

SUMMARY:

City Council has directed staff to establish performance standards that can be reported on a regular basis. Ongoing research indicates that there are several options available, but the immediate logical choice is to follow the state sanctioned performance measurement program so that the City can report on standards already established and also widely reported by other cities. The program includes a short survey of residents to provide feedback on these standards.

Benefits to participating in the program include eligibility to receive a reimbursement of \$0.14 (fourteen cents) per capita annually; and exemption from state levy limits under Minn. Stat. §275.70 to 275.74 for taxes payable if levy limits are in effect.

Participation in the program survey will provide staff and Council with the opportunity to establish a baseline against which to compare the City of Inver Grove Heights with similar cities within the State of Minnesota and specifically within Dakota County. There are 32 cities and 24 counties within the state that currently participate, including Dakota County cities Apple Valley, Burnsville, Eagan and Hastings. Dakota County is one of the 24 counties that participate. More information describing the program can be found [online](#) at the Minnesota Office of the State Auditor website.

Once the starting point is established and at least one year's worth of data is reported, the City of Inver Grove Heights will be certified as a participating city. At that time, Council and staff may wish to consider adding other relevant measurement standards to those already being reported to residents. The benchmark can serve as the first step in the establishment of performance criteria without having to create that type of list ourselves.

The standard measures and survey questions are on the following page.

RECOMMENDATIONS:

Staff recommends Council approve the resolution to authorize the City to participate in the State sanctioned performance measurement program.

Standard Measures for Cities

Category	#	Measure	Notes
General	1	Rating of the overall quality of services provided by your city (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	2	Percent change in the taxable property market value	County Assessor's office data
	3	Citizens' rating of the overall appearance of the city (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	4*	Nuisance code enforcement cases per 1,000 population.	$(\text{Number of Cases/Population}) \times 1,000 = \text{cases per 1,000 population}$
	5*	Number of library visits per 1,000 population	$(\text{Number of Visits/Population}) \times 1,000 = \text{cases per 1,000 population}$
	6*	Bond rating	Standard & Poor's Ratings Services or Moody's Investor Services
	7	Citizens' rating of the quality of city recreational programs and facilities (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	8*	Accuracy of post election audit (% of ballots counted accurately)	
Police Services	9	Part I and II Crime Rates	Submit data as reported by the Minnesota Bureau of Criminal Apprehension
	10	Part I and II Crime Clearance Rates	Submit data as reported by the Minnesota Bureau of Criminal Apprehension
	11	Citizens' rating of safety in their community (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	12	Average police response time	Average time it takes to respond to top priority calls from dispatch to officer on scene.
Fire & EMS Services	13	Insurance industry rating of fire services	Insurance Service Office (ISO) Rating. The ISO issues ratings to fire departments throughout the country for the effectiveness of their fire protection services and equipment. ISO analyzes data and then assigns a classification from 1 to 10. Class 1 represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.
	14	Citizens' rating of the quality of fire protection services (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	15	Average fire response time	Average time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire.
	16*	Fire calls per 1,000 population	$(\text{Number of Calls/Population}) \times 1,000 = \text{cases per 1,000 population}$
	17*	Number of fires with loss resulting in investigation	
	18*	EMS calls per 1,000 population	$(\text{Number of Calls/Population}) \times 1,000 = \text{cases per 1,000 population}$
	19	Emergency Medical Services average response time	Average time it takes from dispatch to arrival of EMS
Streets	20	Average city street pavement condition rating	Provide average rating and the rating system program/type. Example, 70 rating on the Pavement Condition Index (PCI)
	21	Citizens' rating of the road conditions in their city (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	22*	Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdiction only roads)	Total cost for rehabilitations/lane miles rehabilitated
	23*	Percentage of all jurisdiction lane miles rehabilitated in the year	Lane miles rehabilitated in year/total number of lane miles
	24*	Average hours to complete road system during snow event	
	25	Citizens' rating of the quality of snowplowing on city streets (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
Water	26	Citizens' rating of the dependability and quality of the city water supply (Survey data - provide year completed and total responses.)	Example of responses: excellent, good, fair, poor
	27	Operating cost per 1,000,000 gallons of water pumped/produced	Centrally provided system: $(\text{actual operating expense for water utility}/(\text{total gallons pumped}/1,000)) = \text{cost per million}$
Sanitary Sewer	28	Citizens' rating of the dependability and quality of city sanitary sewer service (provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	29	Number of sewer blockages on city system per 100 connections	Centrally provided system: $(\text{number of blockages}/\text{number of connections}) \times 100 = \text{blockages per 100 connections}$

*New or amended measure

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

RESOLUTION NO. _____

**RESOLUTION SUPPORTING AUTHORIZATION TO PARTICIPATE IN THE
PERFORMANCE MEASUREMENT PROGRAM ESTABLISHED BY THE STATE OF
MINNESOTA AND THE COUNCIL ON LOCAL RESULTS AND INNOVATION**

WHEREAS, In 2010, the State Legislature created the Council on Local Results and Innovation to launch a voluntary performance measurement and reporting program; and

WHEREAS, the Council on Local Results and Innovation released a standard set of performance measures for counties and cities to aid residents, taxpayers and state and local elected officials in determining the efficacy of counties and cities in providing services and to measure residents' opinions of those services; and

WHEREAS, the benefits to the City of Inver Grove Heights for participation in this program are outlined in Minn. Stat. § 6.91; and

WHEREAS, the benefits to the City of Inver Grove Heights for participation in this program includes eligibility for a reimbursement of \$0.14 (fourteen cents) per capita annually; and

WHEREAS, any city/county participating in the comprehensive performance measure program is also exempt from state levy limits under Minn. Stat. §275.70 to 275.74 for taxes payable, if levy limits are in effect; and

WHEREAS, further benefits to the residents of the City of Inver Grove Heights include greater accountability and transparency in consistently reported measurements.

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution supporting participation in the performance measurement program established by the State of Minnesota and the Council on Local Results and Innovation.

Adopted by the City Council of Inver Grove Heights this 11th day of June, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License for Delci Rae Pierick with the Oasis Massage Center, 1870 50th Street East Suite #2.

Meeting Date: June 11, 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 Delci Rae Pierick at Oasis Massage Center, 1870 50th Street East, Suite #2.

SUMMARY:

An application has been submitted by Delci Rae Pierick for an individual therapeutic massage license.

Ms. Pierick paid the appropriate fees and provided insurance documentation as required by City Code. Ms. Pierick 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

Meeting Date: June 11, 2018
 Item Type: Consent
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approving hiring the firm Cost, Planning and Management International, Inc. (CPMI) for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2.

SUMMARY

At the May 14, 2018 City Council meeting, City Council approved the Request for Proposal (RFP) for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2. The RFP was posted on the city website and sent to various construction/trade associations for posting/distribution. Included in the RFP was a "No Conflict of Interest Statement" stating that, if chosen as the Owner's Representative, the company would not have any involvement or affiliations with companies that may be awarded contracts for other parts of the Fire Station.

The deadline for replying to the RFP was Friday, June 2, 2018 at 4:30 PM. Two proposals were received, one from CPMI and the other from ICS Consulting. CPMI proposed a cost of \$84,982 with a reimbursable expense estimate of \$1,240, for a total of \$86,222. The ICS proposal included a single lump sum, to include reimbursable expenses, of \$160,000. The ICS proposal did not include reviewing Architect's documents before going out to bid, even though that was part of the Scope listed in the RFP.

While CPMI was considerably lower in cost than ICS, CPMI is also being recommended for their project experience and reputation. CPMI has been in business for 48 years and has considerable experience serving as an Owner's Representative or Construction Manager for small to very large projects, including many different stand-alone fire station projects and even more public facilities. For example, they served as Construction Manager for the \$2,700,000 fire station project in Chisago City and Owner's Representative for the \$310,000,000 Minnesota State Capitol renovation project. All references checked have provided very positive experiences with their clients.

Based on their extensive experience, especially with fire stations, positive reputation, completeness of their proposal, and lowest proposed cost, staff recommends approval to hire the firm Cost, Planning and Management International, Inc. (CPMI) for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2 for \$86,222. This expense is part of the Fire Station Construction costs (Project #1410) and will be funded through Bond proceeds.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 3 for Concrete Aggregate Popout Issue for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: June 11, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Asst. City Engineer *SWD*Reviewed by: Scott D. Thureen, Public Works Director *SDT***Fiscal/FTE Impact:**

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 3 for Concrete Aggregate Popout Issue for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$1,356,207.30 to McNamara Contracting, Inc., on May 8, 2017 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

Staff, engineering consultants and McNamara Contracting, Inc. have been working with AVR, Inc. (supplier) and Midwest Concrete Specialties (installer) on a resolution for the aggregate popouts in the concrete surface that have occurred in the driveways, curb and gutters. The professionals in the industry (supplier, consultant geotechnical engineer, and professional consulting engineers) were in agreement that the concrete aggregate popouts are determined to be cosmetic and aesthetic in nature, not structural. The popouts occur from a portion of the aggregate gravel that is a softer or more porous aggregate that absorbs or holds water. This undesirable gravel near the surface of the concrete breaks apart during freeze thaw cycles.

The attached proposal is to replace the concrete driveways showing aggregate popouts (already completed), seal the curb and gutter areas with a high grade clear siloxane sealant (the popout areas will not be patched), and agree to extend the warranty to five years for the curb and gutter areas of the project.

I recommend approval of Change Order No. 3, for Concrete Aggregate Popout Issue for work on 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SWD/kf

Attachments: Change Order No. 3
 AVR, Inc. Letter dated June 1, 2018
 AVR, Inc. Letter dated May 10, 2018
 Freeze-Thaw Concrete Pop-outs Handout
 AET Letter dated June 6, 2018

CHANGE ORDER NO. 3**2017 PAVEMENT MANAGEMENT PROGRAM
2017 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09E – BANCROFT WAY
AREA RECONSTRUCTION**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 11, 2018
Contractor: McNamara Contracting, Inc. 16700 Chippendale Ave. Rosemount, MN 55068	Engineer: SEH, Inc.

PURPOSE OF CHANGE ORDER: Aggregate popouts have occurred in the concrete surfaces such as driveways, curb and gutters. The material supplier, AVR Inc., is in agreement that a portion of the aggregate was soft or porous material causing the concrete popouts. They have worked with the concrete installer, Midwest Concrete Specialties and main contractor, McNamara Contracting, Inc. on a resolution. McNamara Contracting is agreeing to amend the contract with this change order to extend the warranty for the curb, gutter and valley gutter for the entire project from two years to five years. In addition, McNamara contracting agrees to replace up to eight concrete driveways and to seal the concrete curb, gutter and valley gutter on the entire project with siloxane sealer. All concrete aggregate popout corrections and warranty work will be completed at no additional cost to the City. See attached June 1, 2018 memo, May 10, 2018 memo, AET letter dated June 6, 2018 and the handout on "Freeze-Thaw Concrete Popouts (Physical)" for further detail.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$1,356,207.30	Original Contract Time:
Previous Change Orders (\$27,928.00)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,328,279.30	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$0.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,328,279.30	Contract Time with Approved Change
Recommended By: Nick Hahn, Engineering Technician	Approved By: McNamara Contracting, Inc.

Approved By:

Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

June 11, 2018



AVR, INC.

Ready-Mixed Concrete

Minneapolis/St. Paul, Serving the Seven County Metro Area



June 1, 2018

Mr. Bob Hannaman
Midwest Concrete Specialties
16700 Chippendale Avenue W
Rosemount, MN 55068

RE: 2017 Bancroft Way Area Project in Inver Grove Heights, Minnesota

I was contacted by you on April 23, 2018 to investigate concrete that your company placed at the Bancroft Way Area Project in Inver Grove Heights, Minnesota last year. The project consists of a typical gray, broom finished, concrete apron slabs and curb and gutter. At the conclusion of my investigation, I determined that the concrete was exhibiting a common concrete problem called aggregate popouts.

We have already agreed in person to replace the eight concrete driveway slabs on the project. We will also agree to sealing the existing curb and gutter with siloxane sealer. In addition, we agree to extend the warranty period to five years. I hope this information is helpful to you. If AVR, Inc. or I could be of any further service to you in the future please feel free to call.

Sincerely,

Joshua J. Edwards, P.E.
Vice President - Aggregates & Engineering
AVR, Inc. and Affiliates
Fischer Mining
Empire Rock



AVR, INC.

Ready-Mixed Concrete

Minneapolis/St. Paul, Serving the Seven County Metro Area



May 10, 2018

Mr. Bob Hannaman
Midwest Concrete Specialties
16700 Chippendale Avenue W
Rosemount, MN 55068

RE: 2017 Bancroft Way Area Project in Inver Grove Heights, Minnesota

I was contacted by you on April 23, 2018 to investigate concrete that your company placed at the Bancroft Way Area Project in Inver Grove Heights, Minnesota last year. The project consists of a typical gray, broom finished, concrete apron slabs and curb and gutter. At the conclusion of my investigation, I determined that the concrete was exhibiting a common concrete problem called aggregate popouts. Please see below for a more detailed description of this issue as well as possible causes.

Aggregate Popouts

A ready-mixed concrete producer utilizes local sand and rock deposits to make concrete as economical as possible for the end user. Concrete that is made using the glacial aggregates typical to this region may often contain materials that cause popouts. A popout is a hole in a concrete surface left after an aggregate particle has expanded and worked itself loose. This particle, commonly described as “deleterious” by the Minnesota Department of Transportation (Mn/DOT) and the American Society for Testing and Materials (ASTM), most likely separates from the concrete as a result of a physical reaction, or a chemical reaction: To help minimize popouts, this sand and rock is typically processed to meet the specifications shown on the chart below.

	ASTM C33-90 CLASS 4S	Mn/DOT # 3137 GENERAL USE	Mn/DOT # 3137 BRIDGES
Clay lumps	Max. 3.0%	Max. 3.5%	Max. 3.0%
Chert	Max. 5.0%	Max. 1%	Max. 0.3%
Coal and Lignite	Max. 0.5%		
Shale			
•On 1/2” sieve		Max. 0.4%	Max. 0.27%
•Total sample		Max. 0.7%	Max. 0.3%
Soft iron oxide		Max. 0.3%	Max. 0.2%
Potential density of popouts per sq. yd.	20-30	15-20	5-10

Local building codes, the American Concrete Institute (ACI), the American Society for Testing and Materials (ASTM), and the Minnesota Department of Transportation (Mn/DOT) highway construction specifications recognize it is impractical to completely eliminate all deleterious material from concrete aggregate. As you can see from the chart above, even the most stringent Mn/DOT specification allows for 5-10 popouts in a square yard of concrete but an owner can expect popouts in the range of 20-30 per square yard. While there were more pop-out than we would typically see on a project, there were no areas where these surface defects were outside industry standards (please see the attached documentation from the Aggregate & Ready Mix Association of Minnesota).

After looking at the concrete and reviewing the batch tickets, it my opinion that the quality and the overall craftsmanship of this slab is outstanding. The finish is good, the right mix was placed, and it was properly cured. These fundamentals are key factors that will ensure the slab serves its intended purpose. It is also my professional opinion that the popouts are not the result of a structural failure and do not indicate any future loss of use.

We have already agreed in person to replace the eight concrete driveway slabs on the project. I hope this information is helpful to you. If AVR, Inc. or I could be of any further service to you in the future please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Edwards', with a long horizontal flourish extending to the right.

Joshua J. Edwards, P.E.
Vice President - Aggregates & Engineering
AVR, Inc. and Affiliates
Fischer Mining
Empire Rock

FREEZE-THAW CONCRETE POP-OUTS (PHYSICAL)

Introduction

Concrete is a mixture of natural sand and stone that is glued together with portland cement, supplementary cementitious materials, water, and admixtures. You can expect some variations in surface and performance because concrete is mostly made of natural materials. Concrete can provide long-term durability and value when you use quality materials, and place, cure and maintain it properly. This document addresses a specific concrete issue and provides guidance on how to prevent it.

What is a pop-out?

Many aggregate sources with high-quality sand and rocks that are used for concrete include bits of softer, porous material like shale, iron oxides, unsound chert, and more. It is practically impossible to remove every undesirable particle in the aggregates.

When these particles absorb water and freeze, they can fracture, separate from the concrete, and “pop-out.” In a pop-out; either the mortar, the particle or both may consequently fracture.

Is my concrete OK?

Yes. Pop-outs do not harm the concrete structurally or shorten its life. The processes that cause pop-outs only affect the surface, not beneath it, and only in the few areas where the particles are located. After one or two winters, pop-outs rarely appear again.

In fact, the following agencies all recognize that pop-outs are naturally occurring, and allow some deleterious particles, causing pop-outs, to be acceptable in the final concrete product (see Table 1 and Table 2 at the end of this article):

- American Society for Testing and Materials (ASTM)
- American Concrete Institute (ACI)
- Minnesota Department of Transportation (MnDOT)
- Local Building Codes

What can be done to minimize pop-outs?

- Define your expectations about pop-outs with your contractor or concrete producer and how to minimize the number of them. Higher-grade aggregates are available from the concrete producer, but they might be more expensive and have other issues, so make sure they’re right for your project.
- Properly cure the concrete to ensure it has enough surface strength, and then seal the concrete to protect it from moisture and deicing chemicals.

Can a pop-out be patched?

Yes. A small patch can be made by filling the void with dry-pack mortar, epoxy mortar, or other appropriate patch material. However, patches can be a different color than the surrounding concrete. After patching, a pigmented sealer may even out color variations. Consult with your contractor and concrete producer to determine if patching is right for your project.

Limits for deleterious particles in aggregate for concrete

TABLE 1. COARSE AGGREGATE

Coarse Particles	ASTM C33-03 CLASS 4S* (Max Limits) (Good)	MnDOT #3137 2.D.1 (Max Limits) (Better)	MnDOT #3137 2.D.2 (Max Limits) (Best)
Total Spall (MnDOT)	5% *	1%	0.5%
Potential density of pop outs per sq.yd. with maximum deleterious limits**	20-30	15-20	5-10

FINE AGGREGATE

FINE PARTICLES	ASTM C33-03 (Max Limits)	MnDOT #3126 General Use (Max Limits)
Clay lumps&friable particles	3%	N/A
Coal and lignite	0.5% (for exposed concrete)	0.3%
Other deleterious substances (shale, mica, soft &flaky particles)	N/A	2.5%

*For ASTM C33 Class 3S aggregates the maximum limit for sum of Clay Lumps, Friable Particles, and Chert (includes shales) is higher (7%) and for 1S and 2S class aggregates there is no limit for the sum. So, more pop outs can be expected for these Classes.

**Due to unusual circumstances or weather conditions during placing, finishing, or curing, the number of pop outs may vary from those predicted at right

For more information, call your local concrete contractor, ready mix producer or
www.chooseconcrete.com.

11/16/17



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

June 6, 2018

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

Attn: Mr. Steve Dodge

RE: Bancroft Way Area Reconstruction
2017 Pavement Management Program
Inver Grove Heights, Minnesota

Dear Mr. Dodge,

We provided concrete testing services for the City of Inver Grove Heights for the Bancroft Way Area Reconstruction in the summer of 2017. You have asked for our opinion concerning the concrete popouts that were observed in the curb & gutter that were reconstructed as part of this project.

We performed testing of the plastic concrete on a will-call basis during placement from July 21 through August 15, 2017. AVR mix 3F32F was used. Our field concrete test results indicated that the concrete slump and air content were within the specified limits. We also cast 5 sets of concrete test cylinders during curb & gutter placement for compressive strength testing. Our 28-day test results ranged from 5,050psi to 6,340psi, with an average of 5,760psi. This exceeded the specified strength of 3,900psi.

We observed the concrete popouts that occurred in the driveways and curb & gutter during our site meeting on May 3, 2018. In our opinion, the frequency and severity of popouts are an aesthetic issue. The plan of applying sealer to the concrete curb & gutter to resist critical saturation for the second winter, combined with the severity of the winter of 2017-2018, should minimize any additional rock popouts. In our opinion, the curb & gutter service life should not be affected.

If you have any questions regarding this letter, or if we can be of further assistance, please call me at (651) 789-4657.

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'RCS', is written over a faint circular stamp.

Ryan F. Schmidt, PE
Senior Engineer
MN License No. 40501

A handwritten signature in blue ink, appearing to read 'Dan Vruno', is written over a faint circular stamp.

Dan Vruno, PE
Principal Engineer



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement and Permanent Drainage and Utility Easement for 3527 68th Street (Lot 13, Block 1, South Grove No. 11)**Meeting Date:** June 11, 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 ☒ X ☐ ☐ ☐ ☐ ☐	Fiscal/FTE Impact: None Amount included in current budget Budget amendment requested FTE included in current complement New FTE requested – N/A Other
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PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Permanent Drainage and Utility Easement for 3527 68th Street (Lot 13, Block 1, South Grove No. 11).

SUMMARY

The owners of 3527 68th Street are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Tollberg Homes, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners, Tollberg Homes, have also signed a Permanent Drainage and Utility Easement (attached). The perimeter Permanent Drainage and Utility Easement is required by City Code.

It is recommended that the City Council approve the Custom Grading Agreement and Permanent Drainage and Utility Easement for 3527 68th Street (Lot 13, Block 1, South Grove No. 11).

TJK/mw

Attachments: Custom Grading Agreement
Permanent Drainage and Utility Easement

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 11th day of June, 2018, between Tollberg Homes, LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 11th day of June, 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:
TOLLBERG HOMES, LLC

By: _____
Wade Tollefson
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of June, 2018, before me a Notary Public within and for said County, personally appeared Wade Tollefson, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Tollberg Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Tollberg Homes, LLC by authority of the Boards of Governors of Tollberg Homes, 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 DOCUMENT TO:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 13, Block 1, South Grove No. 11, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 170294

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under and across the following described property:

The west and east 5.00 feet and the south 10.00 feet of Lot Thirteen (13) Block One (1) in South Grove No. 11, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.

CUSTOM GRADING AGREEMENT
FOR
3527 - 68TH STREET
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
3527 – 68th STREET
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 11th day of June, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of a swimming pool on the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities and associated landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Tollberg Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

1.5 CUSTOM GRADING AGREEMENT. "Custom Grading Agreement" means this instant contract by and between the City and Owner.

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

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

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

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

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

1.15 FORCE MAJEURE. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 **CITY WARRANTIES.** "City Warranties" means that the City hereby warrants and represents as follows:

A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

If to CITY: City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner: Tollberg Homes, LLC
1428 – 5th Avenue
Anoka, MN 55303

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3

IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at its own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 GROUND MATERIAL. The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and

shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 PAVING OF DRIVEWAY. If a driveway is proposed to be constructed, the Owner must pave the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Developer shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner and Developer agree to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Property or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings

shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

5.1 IMPROVEMENT COSTS. The Owner shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per

year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the

completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

9.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Custom Grading Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by

the City.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2021. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2021.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11

MISCELLANEOUS

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement

without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading 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 Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading 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 Custom Grading 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 Custom Grading 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.

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 COUNTERPARTS. This Custom Grading 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.

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

11.12 ACCESS. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

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IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 11th day of June, 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

OWNER:
TOLLBERG HOMES, LLC

By: _____
Wade Tollefson
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of June, 2018, before me a Notary Public within and for said County, personally appeared Wade Tollefson, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Tollberg Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Tollberg Homes, LLC by authority of the Boards of Governors of Tollberg Homes, 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 DOCUMENT TO:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 13, Block 1, South Grove No. 11, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 170294

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	5-31-18	Acre Land Surveying

The Development Plans were approved by the City Engineer on June 1, 2018.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-19, whichever occurs first	Grading, drainage, sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Prior to Certificate of Occupancy	Driveway
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Quotes, Awarding Contract, and Approving Change Order No. 1 for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance

Meeting Date: June 11, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving quotes, awarding contract, and approving Change Order No. 1 for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance.

SUMMARY

Quotes were opened at 10:00 a.m. on May 7, 2018 for the subject project. Two contractors submitted quotes. Pember Companies, Inc. is the lowest responsible quoted with a Base Quote (Schedules 1 – 5) of \$51,059 and an Alternate Quote (schedules 6 – 7) of \$18,074 for a total quote amount of \$69,133.

The City has been working with Dakota County and we have secured a CDBG Grant in the amount of \$24,266 to assist with this project. The City will use its Pavement Management Program (PMP) Fund to cover the remaining balance of the contract.

In reviewing the quotes received, staff has determined that base quote schedules 4 and 5 and the alternates should be deleted from this project by Change Order No. 1 (attached). With the recommended changes, Pember Companies, Inc. still has the lowest responsible quote (\$26,012).

Staff is recommending an award of the Base Quote (Schedules 1 through 5) in the amount of \$51,059. Staff is also recommending approval of Change Order No. 1 to eliminate Base Quote Schedules 4 and 5 in the amount of \$25,047. The alternate quotes (Schedules 6 and 7) will not be awarded. The result of these actions is a contract to Pember Companies, Inc. in the amount of \$26,012. The funding will include \$24,266 in CDBG Grant Funds and an estimated \$1,746 in Pavement Management Funds.

The quotes were received as follows:

QUOTER	BASE QUOTE (Schedules 1-5)	ALTERNATES (Schedules 6-7)	TOTAL QUOTE PLUS ALTERNATES
Pember Companies, Inc.	\$51,059.00	\$18,074.00	\$69,133.00
New Look Contracting, Inc.	\$65,260.00	\$26,260.00	\$91,520.00

I recommend that the City Council adopt the resolution receiving the quotes, awarding the contract, and approving Change Order No. 1 to Pember Companies, Inc. for an adjusted total contract amount of \$26,012, for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance.

TJK/kf

Attachments: Resolution
 Bid Tab
 Change Order No. 1

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

**RESOLUTION RECEIVING QUOTES, AWARDING A CONTRACT FOR AND APPROVING CHANGE ORDER
NO. 1 FOR CITY PROJECT NO. 2018-07 – 2018 PEDESTRIAN RAMP ADA COMPLIANCE**

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance, quotes were received, opened, read aloud, and tabulated according to law. The following quotes were received complying with the advertisement, and submitted a bid bond; and

QUOTER	BASE QUOTE (Schedules 1-5)	ALTERNATES (Schedules 6-7)	TOTAL QUOTE PLUS ALTERNATES
Pember Companies, Inc.	\$51,059.00	\$18,074.00	\$69,133.00
New Look Contracting, Inc.	\$65,260.00	\$26,260.00	\$91,520.00

WHEREAS, Pember Companies, Inc. is the lowest responsible quoter with the Base Quote (Schedules 1 through 5) and Alternates (Schedules 6 and 7) in the amount of \$69,133.00; and

WHEREAS, the City is eliminating Base Quote Schedules 4 and 5 in the amount of \$25,047.00 by Change Order No. 1 and alternate quotes (Schedules 6 and 7) will not be awarded; and

WHEREAS, the City contract for this project will include the adjusted Base Quote (Schedules 1, 2 and 3) for a total contract amount of \$26,012.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pember Companies Inc. in the name of the City of Inver Grove Heights, for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all quoters, the deposits made with their quotes except for the deposit of the successful quoter and the next lowest quoter shall be retained until the contract has been signed.
3. City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance shall be funded through CDBG Grants and the City's Pavement Management Fund.
4. Change Order No. 1 is hereby approved.

Adopted by the City Council of Inver Grove Heights this 11th day of June 2018

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

CITY PROJECT NO. 2018-07 - PED RAMP ADA COMPLIANCE BID TAB

				Pember Companies, Inc.		New Look Contracting	
Item No.	Base Bid Schedule 1 (Area 1)	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	114	\$4.00	\$456.00	\$5.00	\$570.00
2105.501	Common Excavation (P)	CY	3	\$165.00	\$495.00	\$100.00	\$300.00
2211.501	Aggregate Base Class 5 (CV)	TONS	4	\$60.00	\$240.00	\$60.00	\$240.00
2360.604	Full Depth Bituminous Patching	SF	32	\$30.00	\$960.00	\$50.00	\$1,600.00
2521.501	6" Concrete Walk	SF	114	\$10.00	\$1,140.00	\$25.00	\$2,850.00
2531.603	Spot Curb Replacement	LF	32	\$55.00	\$1,760.00	\$75.00	\$2,400.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	1	\$200.00	\$200.00	\$200.00	\$200.00
2575.605	Seed Mixture 25-151	SY	8	\$15.00	\$120.00	\$30.00	\$240.00
				\$8,641.00		\$10,300.00	

Item No.	Base Bid Schedule 2 (Area 2)	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	114	\$4.00	\$456.00	\$5.00	\$570.00
2105.501	Common Excavation (P)	CY	3	\$165.00	\$495.00	\$100.00	\$300.00
2211.501	Aggregate Base Class 5 (CV)	TONS	4	\$60.00	\$240.00	\$60.00	\$240.00
2360.604	Full Depth Bituminous Patching	SF	24	\$30.00	\$720.00	\$50.00	\$1,200.00
2521.501	6" Concrete Walk	SF	114	\$10.00	\$1,140.00	\$25.00	\$2,850.00
2531.603	Spot Curb Replacement	LF	24	\$55.00	\$1,320.00	\$75.00	\$1,800.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	1	\$200.00	\$200.00	\$100.00	\$100.00
2575.605	Seed Mixture 25-151	SY	8	\$15.00	\$120.00	\$30.00	\$240.00
				\$7,961.00		\$9,200.00	

Item No.	Base Bid Schedule 3 (Area 3)	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	180	\$4.00	\$720.00	\$5.00	\$900.00
2105.501	Common Excavation (P)	CY	3	\$165.00	\$495.00	\$100.00	\$300.00
2211.501	Aggregate Base Class 5 (CV)	TONS	6	\$60.00	\$360.00	\$60.00	\$360.00
2360.604	Full Depth Bituminous Patching	SF	25	\$30.00	\$750.00	\$50.00	\$1,250.00
2521.501	6" Concrete Walk	SF	108	\$10.00	\$1,080.00	\$25.00	\$2,700.00
2531.602	Pedestrian Curb Ramp	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00
2531.603	Spot Curb Replacement	LF	25	\$55.00	\$1,375.00	\$75.00	\$1,875.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	1	\$200.00	\$200.00	\$100.00	\$100.00
2575.605	Seed Mixture 25-151	SY	4	\$15.00	\$60.00	\$30.00	\$120.00
				\$9,410.00		\$12,505.00	

CITY PROJECT NO. 2018-07 - PED RAMP ADA COMPLIANCE BID TAB

Item No.	Base Bid Schedule 4 (Area 4)	Unit	Est. Qty	Pember Companies, Inc.		New Look Contracting	
				Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	108	\$4.00	\$432.00	\$5.00	\$540.00
2104.505	Remove Bituminous Pavement	SF	160	\$5.00	\$800.00	\$5.00	\$800.00
2105.501	Common Excavation (P)	CY	8	\$165.00	\$1,320.00	\$100.00	\$800.00
2211.501	Aggregate Base Class 5 (CV)	TONS	9	\$60.00	\$540.00	\$60.00	\$540.00
2360.604	Full Depth Bituminous Patching	SF	38	\$30.00	\$1,140.00	\$50.00	\$1,900.00
2521.501	6" Concrete Walk	SF	204	\$10.00	\$2,040.00	\$25.00	\$5,100.00
2531.602	Pedestrian Curb Ramp	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00
2531.603	Spot Curb Replacement	LF	38	\$55.00	\$2,090.00	\$75.00	\$2,850.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	3	\$200.00	\$600.00	\$100.00	\$300.00
2575.605	Seed Mixture 25-151	SY	15	\$15.00	\$225.00	\$30.00	\$450.00
				\$13,557.00		\$18,180.00	

Item No.	Base Bid Schedule 5 (Area 5)	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	60	\$4.00	\$240.00	\$5.00	\$300.00
2104.505	Remove Bituminous Pavement	SF	140	\$5.00	\$700.00	\$5.00	\$700.00
2105.501	Common Excavation (P)	CY	6	\$165.00	\$990.00	\$100.00	\$600.00
2211.501	Aggregate Base Class 5 (CV)	TONS	7	\$60.00	\$420.00	\$60.00	\$420.00
2360.604	Full Depth Bituminous Patching	SF	33	\$30.00	\$990.00	\$50.00	\$1,650.00
2521.501	6" Concrete Walk	SF	140	\$10.00	\$1,400.00	\$25.00	\$3,500.00
2531.602	Pedestrian Curb Ramp	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00
2531.603	Spot Curb Replacement	LF	33	\$55.00	\$1,815.00	\$75.00	\$2,475.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	2	\$200.00	\$400.00	\$100.00	\$200.00
2575.605	Seed Mixture 25-151	SY	11	\$15.00	\$165.00	\$30.00	\$330.00
				\$11,490.00		\$15,075.00	

Item No.	Alternate Bid Schedule 6 (Area 6)	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	102	\$4.00	\$408.00	\$5.00	\$510.00
2105.501	Common Excavation (P)	CY	3	\$165.00	\$495.00	\$100.00	\$300.00
2211.501	Aggregate Base Class 5 (CV)	TONS	6	\$60.00	\$360.00	\$60.00	\$360.00
2360.604	Full Depth Bituminous Patching	SF	28	\$30.00	\$840.00	\$50.00	\$1,400.00
2521.501	6" Concrete Walk	SF	42	\$10.00	\$420.00	\$60.00	\$2,520.00
2531.602	Pedestrian Curb Ramp	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00
2531.603	Spot Curb Replacement	LF	28	\$55.00	\$1,540.00	\$75.00	\$2,100.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	1	\$200.00	\$200.00	\$100.00	\$100.00
2575.605	Seed Mixture 25-151	SY	3	\$15.00	\$45.00	\$30.00	\$90.00
				\$8,678.00		\$12,280.00	

CITY PROJECT NO. 2018-07 - PED RAMP ADA COMPLIANCE BID TAB

Item No.	Alternate Bid Schedule 7 (Area 7)	Unit	Est. Qty	Pember Companies, Inc.		New Look Contracting	
				Unit Price	Bid Price	Unit Price	Bid Price
2021.501	Mobilization	LS	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00
2104.505	Remove Concrete Sidewalk	SF	114	\$4.00	\$456.00	\$5.00	\$570.00
2105.501	Common Excavation (P)	CY	3	\$165.00	\$495.00	\$100.00	\$300.00
2211.501	Aggregate Base Class 5 (CV)	TONS	6	\$60.00	\$360.00	\$60.00	\$360.00
2360.604	Full Depth Bituminous Patching	SF	32	\$30.00	\$960.00	\$50.00	\$1,600.00
2521.501	6" Concrete Walk	SF	72	\$10.00	\$720.00	\$50.00	\$3,600.00
2531.602	Pedestrian Curb Ramp	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00
2531.603	Spot Curb Replacement	LF	32	\$55.00	\$1,760.00	\$75.00	\$2,400.00
2563.601	Traffic Control	LS	1	\$2,870.00	\$2,870.00	\$700.00	\$700.00
2574.525	Boulevard Topsoil Borrow	CY	1	\$200.00	\$200.00	\$100.00	\$100.00
2575.605	Seed Mixture 25-151	SY	5	\$15.00	\$75.00	\$30.00	\$150.00
				\$9,396.00		\$13,980.00	

Base Bid Total	\$51,059.00		\$65,260.00
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Alternate Total	\$18,074.00		\$26,260.00
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Base Bid + Alternate Total	\$69,133.00		\$91,520.00
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CHANGE ORDER NO. 1

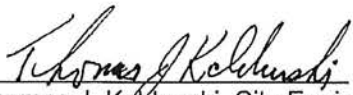
**CITY PROJECT 2018-07
PEDESTRIAN CURB RAMP COMPLIANCE**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Pember Companies, Inc. 469th St. Menomonie, WI 54751	Date of Issuance: June 11, 2018 Engineer: City Engineer
<u>Purpose of Change Order</u> Remove Base Quote (Schedules 4 and 5) from the project. Alternate quotes will not be awarded. Contractor will be performing the work for Base Quote (Schedules 1, 2 and 3).	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price (Base Bid only): \$51,059.00	Original Contract Time:
Change Orders No. <u>1</u> to No. <u>1</u> (\$25,047.00)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$51,059.00	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order 1 (\$25,047.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$26,012.00	Contract Time with Approved Change
Recommended By: _____ Nicole Portugal, Engineering Technician	Approved By:  Pember Companies, Inc. <u>BRENT PEMBER, PRESIDENT</u>

Approved By:

Approved By:

Date of Council Action:


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

June 11, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Professional Engineering Services for City Project No. 2017-03 – NWA Trunk Watermain Improvements (65th Street Loop) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 — T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: June 11, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

	Fiscal/FTE Impact:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for professional engineering services for City Project No. 2017-03 – NWA Trunk Watermain Improvements (65th Street Loop) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 — T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

On October 9, 2017, City Project No. 2017-03 was ordered and on November 13, 2017, City Project No. 2017-24 was ordered. Council approved acquisition services for both projects and those acquisitions have been progressing. On March 12, 2018, Council approved final plans and specifications and authorized an ad for bid for both projects. The bid opening for both projects is scheduled for June 21, 2018.

WSB has been the consultant working on these two projects and they are in our engineering consulting pool. Due to their experience and familiarity with these two projects, the City requested a proposal for professional engineering services. These services are to include: contract administration, construction inspection, surveying, materials testing, and environmental compliance services. Construction start date for these two projects is tentatively scheduled for July 25, 2018. The estimated cost of these professional engineering services is \$278,683. The consultant cannot exceed the estimated amount without Council approval. Funding will come from Municipal State Aid Funds, NWA Water and Storm Water Funds. The Engineering Division will also be providing construction inspection services on these two projects.

I recommend approval of the resolution authorizing the City to enter into an agreement with WSB in the amount of \$278,683 for professional engineering services for City Project No. 2017-03 – NWA Trunk Watermain Improvements (65th Street Loop) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 — T.H. 3 Intersection Improvements for the 65th Street Project.

TJK/kf

Attachments: Resolution
 WSB Proposal

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM
WSB FOR CITY PROJECT NO. 2017-03 – NWA TRUNK WATERMAIN IMPROVEMENTS (65TH
STREET LOOP HWY 3 TO BLACKSTONE RIDGE AND CITY PROJECT NO. 2017-24 – T.H. 3
INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, on October 9, 2017, City Project No. 2017-03 was ordered and on November 13, 2017, City Project No. 2017-24 was ordered; and

WHEREAS, on March 12, 2018, Council approved final plans and specifications and authorized an ad for bid for City Project No. 2017-03 and 2017-24; and

WHEREAS, staff requested a proposal from WSB for professional engineering services for City Project Nos. 2017-03 and 2017-24. WSB is part of the City's engineering consultant pool and WSB has experience and expertise working on City Project No. 2017-03 and 2017-24; and

WHEREAS, WSB submitted a professional engineering services proposal in an amount not to exceed \$278,683.00. The professional engineering services will include contract administration, construction inspection, surveying, materials testing, and environmental compliance services.

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

1. The proposal from WSB for professional engineering services in the amount of \$278,683.00 for City Project No. 2017-03 – NWA Trunk Watermain Improvements (65th Street Loop) Hwy 3 to Blackstone Ridge and City Project No. 2017-24 — T.H. 3 Intersection Improvements for the 65th Street Project is hereby accepted.
2. Funding for the work will be provided from Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448.

Adopted by the City Council of Inver Grove Heights this 11th day of June 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



June 6th, 2018

Mr. Tom Kaldunski
City Engineer
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Re: Contract Administration, Construction Inspection, Surveying, Materials Testing, and Environmental Compliance Services for the TH 3 & 65th Street Improvements in Inver Grove Heights, Minnesota.

Dear Mr. Kaldunski:

WSB & Associates, Inc. (**WSB**), is pleased to present a proposal for professional services. This proposal will define our scope of work and provide you with an estimated cost for the project services requested.

Project Understanding

It is our understanding that the City of Inver Grove Heights is seeking services of an engineering firm to perform Contract Administration, Construction Inspection, Materials Testing, and Surveying Services for the TH 3 & 65th Street Improvements Project. This section of roadway will include grading, bituminous surfacing, retaining walls, watermain, and storm sewer.

Proposed Services

Point of Contact

Craig Alberg will be the main point of contact for our team and will oversee the contract and ensure the work tasks are being delivered. Craig will manage the budget and ensure quality, integrity and customer service is being delivered to the standards established as part of the WSB Way of doing business. Craig will communicate with the City regularly to make certain a high-quality product and service is being delivered by the members of the WSB Team. As a Project Manager for WSB, Craig has the authority to authorize and deliver on needs the City may request related to staff or resources.

Contract Administration

Craig will oversee all aspects of the Contract Administration as described in the attached cost breakdown and he will be available during important portions of the roadway construction to provide experience and knowledge regarding proper construction techniques that meet all the necessary standards. We will ensure all documentation is completed to the requirements of State and Federal Aid standards.

Craig will also be responsible for providing coordination with the contractor, the utility companies, and project personnel. All shop drawings, material and suppliers will be reviewed for compliance with the plans and specifications by our design support staff.

The project documentation that will be completed as part of these services will include but not be limited to:

- Change in Construction Status
- Authorizations to Proceed with Contract Changes
- Daily and Weekly Diaries
- Material Certification Forms
- Field monitoring of labor compliance
- All items required for State Aid acceptance and project close-out.

Construction Inspection Services

WSB will provide a full-time observer on-site during the duration of the project. This proposal assumes a 17-week construction duration. The proposal assumes that our lead observer will be on-site as necessary for 40 hours a week to oversee the construction and coordinate with the City inspectors for the entire 17-week project duration. The proposal also assumes 80 hours for the final closeout documentation and the final walkthrough. Any changes to the duration of the project during Construction stage will require an amendment to the budget for construction services.

It is assumed the construction start date will be on or before July 25, 2018 or within eight calendar days after the notice of contract approval, whichever is later. The project will require a substantial completion date of November 16, 2018. Final completion and punchlist items are to be completed by June 28, 2019.

The construction inspector's responsibilities on the project would include the following:

- Monitor Contractor for Compliance with Plans and Specifications
- Track Quantities and Material Certifications
- Review Equal Employment Opportunity and Labor Compliance requirements
- Coordinate Surveying and Staking
- Coordinate with utilities and the Contractor for utility relocations
- Coordinate Material Sampling and Testing to ensure compliance to the Schedule of Material Controls.
- Coordinate Shop Drawing submittals and Design Issues with Engineer
- Monitor conformance with all applicable permit requirements
- Ensure compliance to City construction practices and design standards.
- Coordinate with City personnel on construction activities as needed.
- Inspect Traffic Control and Public Safety.
- Project documentation

Survey

WSB will provide survey support for this project and have provided a two person survey crew to address staking needs on the project. WSB's Survey Group is comprised of veteran crews that have extensive experience staking roadway and bridge projects. Our crews are led by NSPS-ACSM Level III certified crew chiefs that are supported by an experienced instrument person. Our registered land surveyor is also available to provide survey computation to the field staff with any necessary support.

Engineering Services Fee

We are proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule, and in accordance with our existing 'Agreement for Professional Services' with the City of Inver Grove Heights.

Listed below is a summary of the cost not to exceed amount as determined by the attached scope of services to be provided by WSB.

Construction Administration, Inspections, Materials Testing, and Surveying \$ 278,683.00

TOTAL AMOUNT \$ **278,683.00**

If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed.

Please give me a call at 763-286-6141 if you have any questions. Thank you.

Sincerely,

WSB & Associates, Inc.



Craig Alberg, PE
Project Manager

ACCEPTED BY:

The City of Inver Grove Heights, MN

Signature: _____

Name: _____

Title: _____

Date: _____

WSB & Associates Inc.
ESTIMATE OF COST - TH 3 & 65th Street Improvements
SP 1908-88 (TH 3), SAP 178-010-111
Grading, Bituminous Surfacing, Retaining Walls, Watermain, & Storm Sewer
City of Inver Grove Heights, Minnesota
City Project No. 2015-03, 2017-03, 2017-24, WSB Project No. 1702-290

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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: June 11, 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

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 Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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 property owner, Inver Grove ISD LLC (Interstate Development), for temporary and permanent easement agreements to extend sanitary sewer, watermain, and fiber optic improvements to the proposed Fire Station No. 2 project and added MUSA.

The permanent forty-foot-wide easement provides long-term access to the water, sanitary sewer and fiber optic improvements. The temporary construction easement for utility installation provides additional area to install the utilities, leaving room for equipment, materials, grading, restoration, and appurtenant work. The temporary construction easement will expire on August 15th in order to ensure the disturbed area is restored for the Interstate Development property owner to have the school facilities prepared in time for the school year. The temporary boring easement is necessary to allow space for boring activities and contractor's staging area in the school parking lot while school is in operation. The access easement allows for temporary ingress and egress access for movement of materials and equipment needed to support the utility boring installation. The temporary boring and access easement expires on October 15th to allow for parking lot restoration to occur before winter conditions.

Staff recommends approval of the attached resolution approving Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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
 Exhibits (4)
 Agreements (3)

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

CONSIDER RESOLUTION APPROVING PERMANENT WATER, SANITARY SEWER, FIBER OPTIC AND TELECOMMUNICATIONS EASEMENT AGREEMENT, TEMPORARY CONSTRUCTION EASEMENT FOR UTILITY INSTALLATION AGREEMENT, AND TEMPORARY CONSTRUCTION EASEMENT FOR BORING AND ACCESS 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

RESOLUTION NO. _____

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) has been authorized 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 Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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 Permanent Water, Sanitary Sewer, Fiber Optic and Telecommunications Easement Agreement, Temporary Construction Easement for Utility Installation Agreement, and Temporary Construction Easement for Boring and Access 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.
4. The City Attorney and City Engineer are authorized to update the agreements in negotiation with the property owner prior to recording.

Adopted by the City Council of the City of Inver Grove Heights this 11th day of June 2018

AYES:

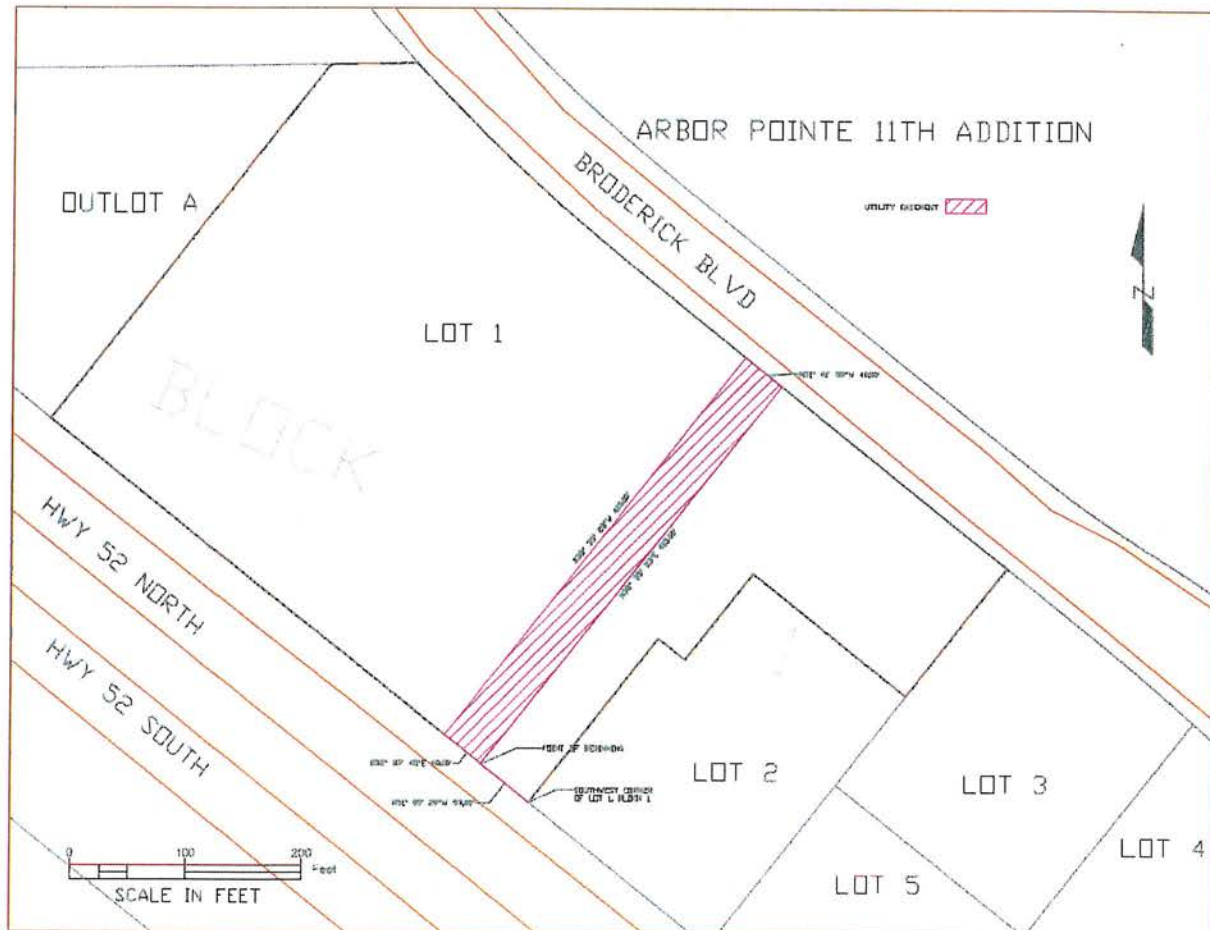
NAYS:

George Tourville, Mayor

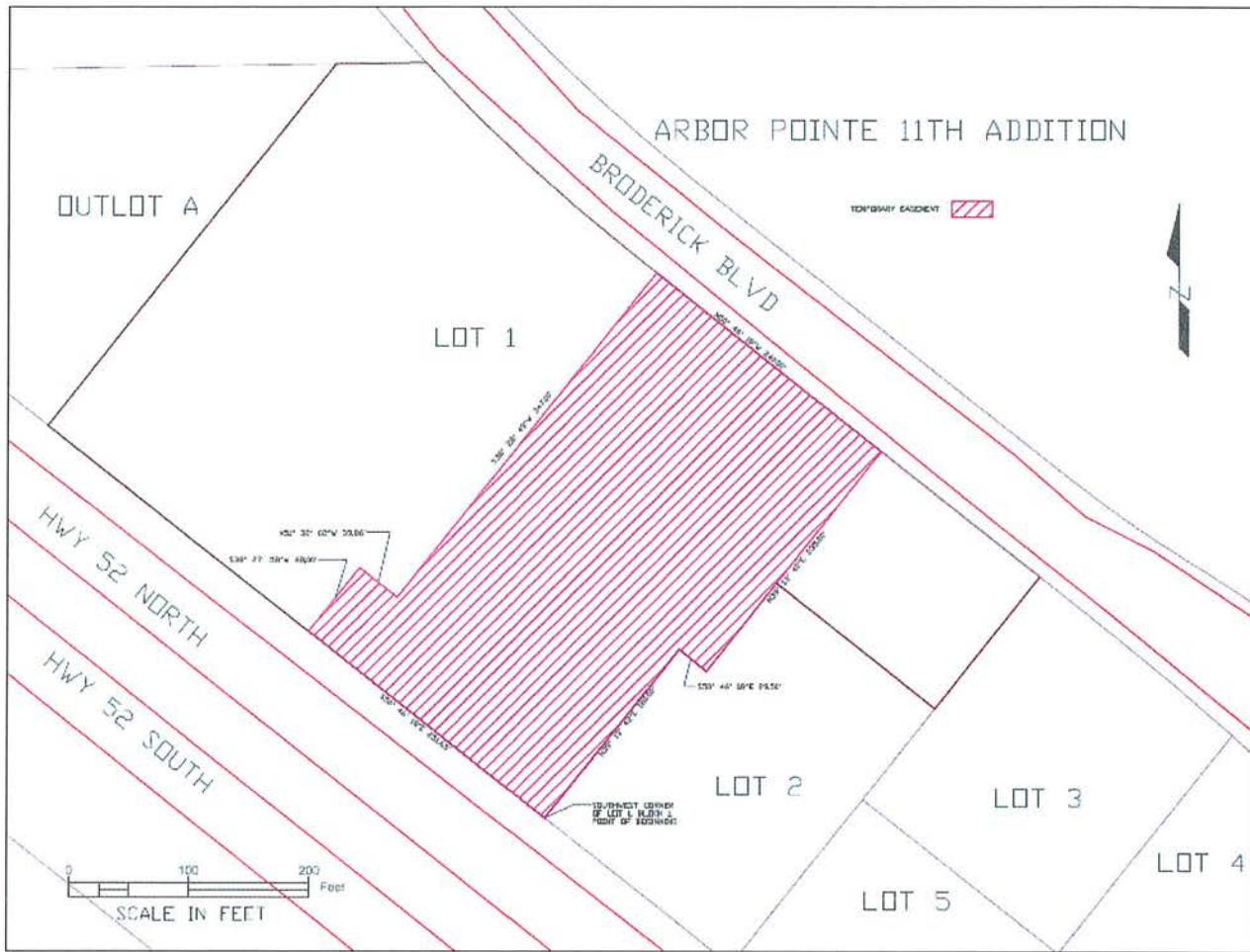
ATTEST:

Michelle Tesser, City Clerk

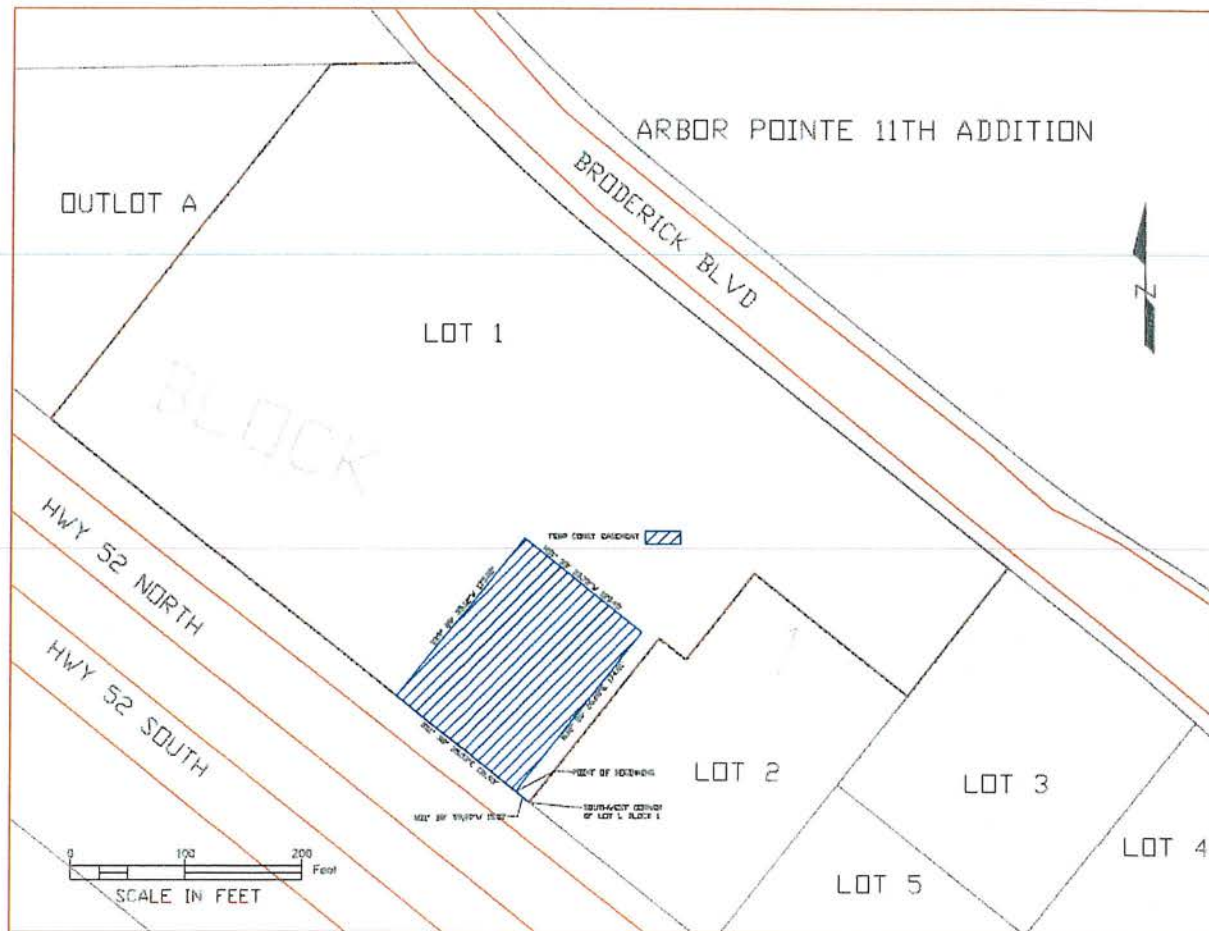
EXHIBIT B (continued)
DEPICTION OF PERMANENT EASEMENT AREA



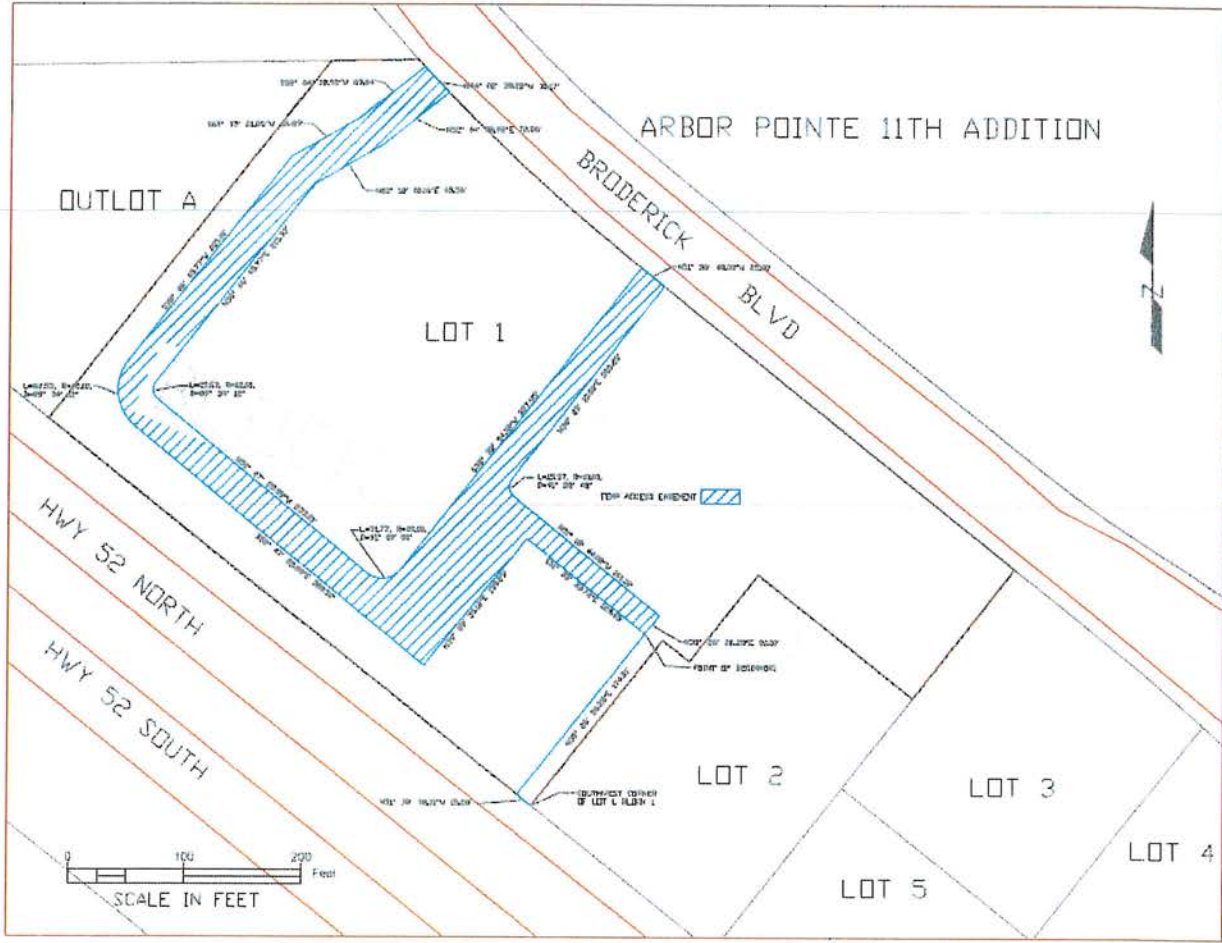
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
FOR UTILITY INSTALLATION



DEPICTION OF TEMPORARY BORING EASEMENT AREA



DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



**PERMANENT WATER, SANITARY SEWER, FIBER OPTIC AND
TELECOMMUNICATIONS EASEMENT**

THIS PERMANENT WATER, SANITARY SEWER, FIBER OPTIC AND TELECOMMUNICATIONS EASEMENT ("Easement") is made, granted and conveyed this 11th day of June, 2018, between Inver Grove ISD LLC, a Minnesota limited liability company (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

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

A permanent easement for water, sanitary sewer, fiber optic purposes and telecommunications lines and facilities and appurtenances and all such purposes ancillary, incident or related thereto including, without limitation, the construction, maintenance, repair and replacement and uses incident thereto, (hereinafter "**Permanent Easement**") on, over, through, upon and under that real property legally described and depicted on **Exhibit B**, (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any telecommunication lines and facilities, fiber optic lines, sanitary sewer pipes, water mains, underground water and sanitary sewer utility pipes, conduits, fire hydrants, other mains, stubs, and all facilities and improvements ancillary, incident or related thereto, on, over, through, upon and under the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of

construction, maintenance, repair and replacement of any telecommunication lines and facilities, fiber optic lines, sanitary sewer pipes, water mains, underground water and sanitary sewer utility pipes, conduits, fire hydrants, other mains, stubs, and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

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

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

The City hereby agrees to restore the Permanent Easement Area and any portion of the Landowner's property damaged or disturbed during the use of the Permanent Easement to the same or better condition that existed prior the conduct of the damage or disturbance, 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 Restoration shall be completed as soon as practicable after the damage or disturbance.

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 or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 11th day of June, 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:
INVER GROVE ISD LLC**

By: _____
Lonnie Provencher
Its: President

STATE OF _____)
) ss.
COUNTY OF MINNESOTA)

On this _____ day of June, 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 was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 1, Block 1, ARBOR POINTE 11TH ADDITION, according to the recorded plat thereof on file and of record with the office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for telecommunication lines and facilities, fiber optic, water and sanitary sewer utility purposes, including telecommunication lines and facilities, fiber optic lines, sanitary sewer pipes, water mains, underground water and sanitary sewer utility pipes, conduits, fire hydrants, other mains, stubs, and all facilities and improvements ancillary, incident or related thereto on, over, through, upon and under that portion of Lot 1, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota described as follows:

Commencing at the Southwest corner of said Lot 1; thence Northwesterly along the Southwest line of Lot 1 on an assumed bearing of North 51 degrees 05 minutes 29 seconds West, 53.00 feet to the point of beginning of said easement; thence North 38 degrees 35 minutes 23 seconds East, 415.00 feet; thence North 51 degrees 41 minutes 59 seconds West, 40.00 feet; thence South 38 degrees 35 minutes 23 seconds West, 415.00 feet; thence South 52 degrees 33 minutes 45 seconds East, 40.00 feet to the point of beginning.

[illegible]

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Temporary Easement**”) is made, entered into and effective this 11th day of June, 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 grading, sloping, re-contouring, filling, excavation, construction, construction mobilization, parking of construction equipment, stockpiling of dirt and placement of jacking pits (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 11th day of June, 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 June, 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

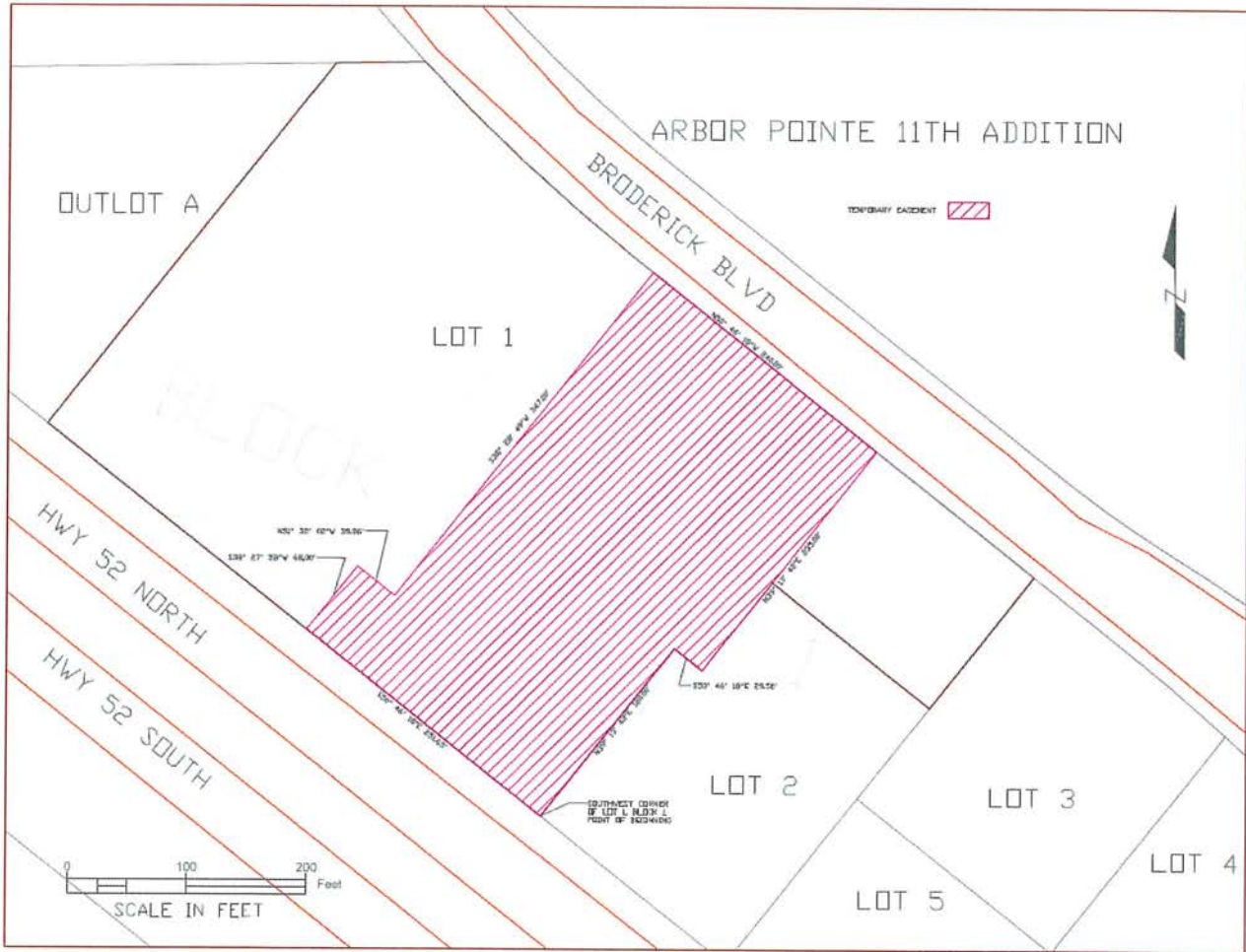
[to be inserted]

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for the purposes of grading, sloping, re-contouring, filling, excavation, construction, construction mobilization, parking of construction equipment, stockpiling of dirt and placement of jacking pits over, under, through, across and upon that portion of Lot 1, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota described as follows:

Beginning at the Southwest corner of said Lot 1; thence Northeasterly along the Southeast line of Lot 1 on an assumed bearing of North 39 degrees 13 minutes 42 seconds East, 180.00 feet; thence South 50 degrees 46 minutes 18 seconds East, 29.5~~.00~~ feet; thence North 39 degrees 13 minutes 42 seconds East, 235.00 feet; thence North 50 degrees 46 minutes 18 seconds West, 240.00; thence South 38 degrees 28 minutes 49 seconds West, 347.00 feet; thence North 51 degrees 32 minutes 02 seconds West, 39.86 feet; thence South 38 degrees 27 minutes 58 seconds West, 68.00 feet; thence South 50 degrees 46 minutes 18 seconds East, 251.65 feet to the beginning.

DEPICTION OF TEMPORARY EASEMENT AREA



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Temporary Easement**”) is made, entered into and effective this 11th day of June, 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 the following:

1. A temporary non-exclusive easement for the purposes of placement of a boring pit, grading, sloping, re-contouring, filling, excavation, construction, construction mobilization, parking of construction equipment, stockpiling of dirt and placement of jacking pits (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 Boring Easement Area**.” The Temporary Boring Easement Area is legally described and depicted on Exhibit B attached hereto and made a part hereof.
2. A temporary non-exclusive easement for the purposes of ingress, egress, haul route and access 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 Access Easement Area**.” The Temporary Access Easement Area is legally described and depicted on Exhibit C 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 Boring Easement Area and Temporary Access 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 Boring Easement Area and Temporary Access 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 use of the Temporary Access Easement Area and during use of the Temporary Boring Easement Area and 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 October 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 Boring Easement Area and Temporary Access 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 Boring Easement Area.

This Temporary Easement 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)
)
COUNTY OF DAKOTA) ss.

On this 11th day of June, 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 June, 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

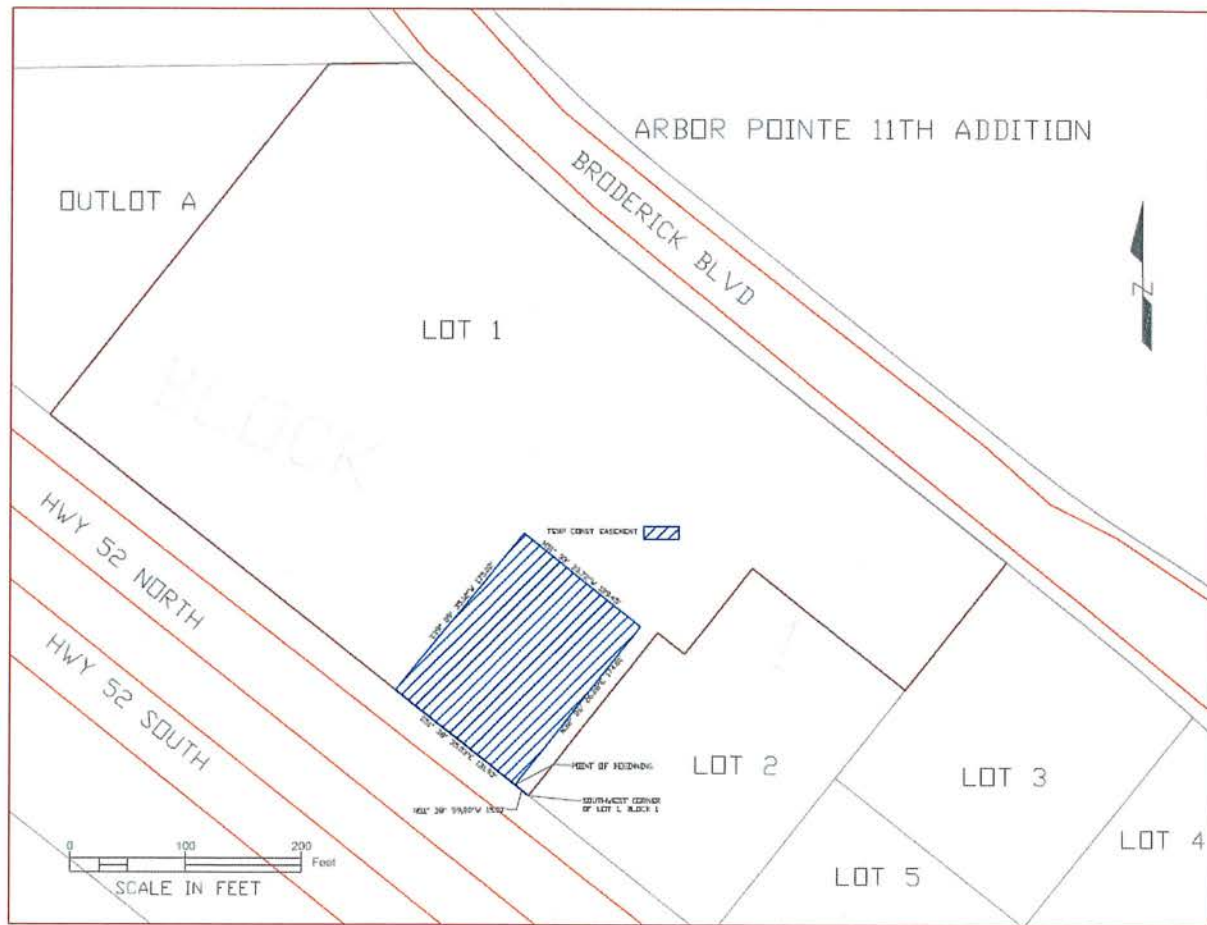
[to be inserted]

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY BORING EASEMENT AREA

A temporary easement for the purposes of placement of a boring pit, grading, sloping, re-contouring, filling, excavation, construction, construction mobilization, parking of construction equipment, stockpiling of dirt and placement of jacking pits over, under and across Lot 1, Block 1, ARBOR POINTE 11th ADDITION. The Temporary Boring Easement Area is described as follows:

Beginning at the Southwest corner of said Lot 1; thence Northwesterly along the Southwest line of Lot 1 on an assumed bearing of North 51 degrees 38 minutes 59.80 seconds West, 15.00 feet to the point of beginning of said easement; thence North 38 degrees 26 minutes 26.28 seconds East, 174.81 feet; thence North 51 degrees 33 minutes 33.72 seconds West, 129.45 feet; thence South 39 degrees 09 minutes 35.12 seconds West, 175.02 feet; thence South 51 degrees 38 minutes 35.53 seconds East, 131.93 feet to the point of beginning.

DEPICTION OF TEMPORARY BORING EASEMENT AREA



DEPICTION OF TEMPORARY BORING EASEMENT AREA

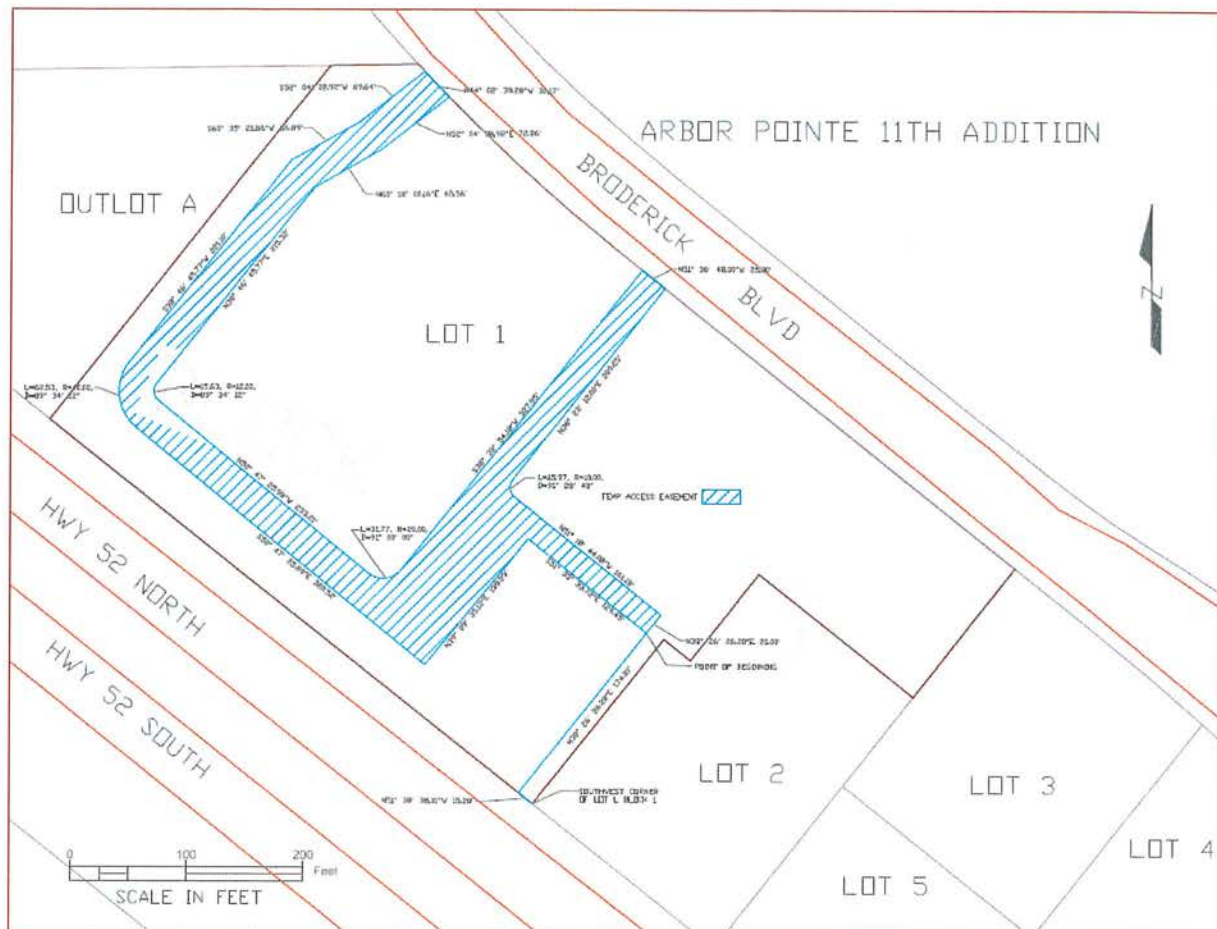


EXHIBIT C
LEGAL DESCRIPTION OF TEMPORARY ACCESS EASEMENT AREA

A temporary non-exclusive easement for the purposes of ingress, egress, haul route and access over, under and across Lot 1, Block 1, ARBOR POINTE 11th ADDITION. The Temporary Access Easement Area is described as follows:

Beginning at the Southwest corner of said Lot 1; thence Northwesterly along the Southwest line of Lot 1 on an assumed bearing of North 51 degrees 38 minutes 38.01 seconds West, 15.28 feet; thence North 38 degrees 26 minutes 26.28 seconds East, 174.81 feet to the point of beginning of said easement; thence North 38 degrees 26 minutes 26.28 seconds East, 20.00 feet; thence North 51 degrees 18 minutes 44.08 seconds West, 1861.18 feet; thence northerly a distance of 15.97 feet along a tangential curve, concave to the east, having a radius of 10.00 feet and a central angle of 91 degrees 28 minutes 48 seconds; thence North 38 degrees 23 minutes 12.00 seconds East, 209.25 feet; thence North 51 degrees 36 minutes 48.00 seconds West, 25.00 feet; thence South 38 degrees 38 minutes 54.18 seconds West, 327.95 feet; thence westerly a distance of 31.77 feet along a tangential curve, concave to the north, having a radius of 20.00 feet and a central angle of 91 degrees 00 minutes 00.00 seconds; thence North 50 degrees 47 minutes 25.98 seconds West, 233.21 feet; thence northerly a distance of 15.63 feet along a tangential curve, concave to the east, having a radius of 10.00 feet and a central angle of 89 degrees 34 minutes 12 seconds; thence North 38 degrees 46 minutes 45.77 seconds East, 215.32 feet; thence North 60 degrees 18 minutes 00.16 seconds East, 65.56 feet; thence North 52 degrees 04 minutes 08.92 seconds East, 72.86 feet; thence North 44 degrees 02 minutes 39.28 seconds West, 30.17 feet; thence South 52 degrees 04 minutes 08.92 seconds West, 69.64 feet; thence South 60 degrees 35 minutes 21.86 seconds West, 66.89 feet; thence South 38 degrees 46 minutes 45.77 seconds West, 221.10 feet; thence southerly a distance of 62.53 feet along a tangential curve, concave to the east, having a radius of 40.00 feet and a central angle of 89 degrees 34 minutes 12 seconds; thence South 50 degrees 47 minutes 25.89 seconds East, 320.52 feet; thence North 39 degrees 09 minutes 35.12 seconds East, 139.29 feet; thence South 51 degrees 33 minutes 33.72 seconds East, 129.45 feet to the point of beginning.

DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



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

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◊*DONALD L. HOEFT
BRIDGET McCaULEY NASON
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: June 11, 2018
RE: Approval of a negotiated settlement agreement between Clyde and Sandra Wille 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

TK
SA

Section 1. Background: On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

To facilitate the Project, the City must acquire the following easements prior to the construction of the Project: Clyde Wille and Sandra Wille (hereafter “Landowner”): Temporary construction easement (hereafter “Property Right/Easement”).

Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Right/Easement to facilitate the construction of the Project Improvements. The City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisitions was \$13,400.00.

Clyde and Sandra Wille have agreed to grant the Property Right/Easement requested in exchange for the payment from the City in the amount of \$13,400.00. In addition, the City will provide and receive other in-kind benefits to the Landowners as more fully detailed in the Settlement Agreement that is attached to this Memorandum.

Metzen Realty has reviewed the appraisal completed by Sean Butts. In Metzen Realty's opinion, the settlement amount is reasonable.

Recommendation:

In light of all relevant facts concerning the Wille Property and in consideration of the value to the City of resolving this matter, the City's Property Acquisition Team¹ recommends that the City Council ratify the negotiated Settlement Agreement reached between the City and Clyde and Sandra Wille for \$13,400.00 in damages associated with the acquisition of the Property Right/Easement and authorize payment for the same upon the City's receipt of the following documents from the Landowner:

1. Settlement Agreement; and
2. Temporary Construction Easement.

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services, Sean Butts (Appraiser) and Metzen Appraisals.

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

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
CLYDE AND SANDRA WILLE AND THE CITY OF INVER GROVE HEIGHTS
RELATED TO THE ACQUISITION OF EASEMENTS TRUNK HIGHWAY 3
INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT - CITY
PROJECT NO. 2017-24 AND FOR THE INSTALLATION OF TRUNK WATERMAIN IN
THE NWA AREA OF THE CITY ON 65TH STREET BETWEEN TRUNK HIGHWAY 3
AND BLACKSTONE RIDGE – CITY PROJECT NO. 2017-03**

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24–T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

WHEREAS, to facilitate the Project, the City must acquire the following easements prior to the construction of the Project: Clyde Wille and Sandra Wille (hereafter “Landowner”): Temporary construction easement (hereafter “Property Right/Easement”).

WHEREAS, Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Right/Easement to facilitate the construction of the Project Improvements.

WHEREAS, the City’s appraisal completed by Sean P. Butts for the Landowner Property Right/Easement acquisition was \$13,400.00.

WHEREAS, the City, through its consultant, Evergreen Land Services, Inc., was able to negotiate the direct purchase of the proposed Property Right/Easement affecting property owned by Clyde and Sandra Wille for the monetary sum of \$13,400.00 plus the provision and receipt of other in-kind benefits as more fully described in the Settlement Agreement.

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

1. The City ratifies and approves the negotiated Settlement Agreement reached between the City and Clyde and Sandra Wille for \$13,400.00 in damages and other in-kind benefits associated with the acquisition and direct purchase of the Property Right/Easement and

authorizes payment and completion of the same to Clyde and Sandra Wille upon the City's receipt of the Settlement Agreement and Temporary Construction Easement from Clyde and Sandra Wille.

Passed this 11th day of June, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made, granted and conveyed this ____ day of _____, 2018, between Clyde Wille and Sandra Wille, husband and wife as joint tenants, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

Part of the SW ¼ of Section 5, Township 27N, Range 22W., described as follows: Beginning at a point on the West line of the Southwest Quarter (SW ¼), said point being 573.69 feet South of the NW corner thereof; thence Easterly at right angle to said West line 521.78 feet; thence Southerly at right angle to the last described line 208.71 feet; thence Westerly at right angle to the last described line 521.78 feet to the West line of said SW ¼; thence Northerly along said West line 208.71 feet to the point of beginning, together with a 20 feet easement for a driveway lying Southerly of and adjacent to the South line of the aforescribed parcel, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "Project"), the City purchased a Temporary Construction Easement (hereafter "Property Rights/Easements") from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easement(s), on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the property rights/easement(s) from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount and performance of other in-kind benefits.** In full and final settlement of all issues related to the Project, upon receipt of properly executed Property Rights/Easements document from the Landowner, the City agrees to pay the Landowner the sum of **\$13,400.00** ("**Settlement Amount**") and perform the following in-kind benefits:

- a. The Contractor shall maintain residential driveway access to the Subject Property during construction at all times unless work is being completed directly in front of the access to the Subject Property. If driveway access to the Subject Property must be closed, the Contractor shall notify the Landowner a minimum of 24 hours in advance of the time the access to the Subject Property will not be available; and
- b. The Landowner will grant those easements as shown in Exhibit A, attached hereto and incorporated herein by reference. With respect to the Landowner grant of those easements shown in Exhibit A, the City will use its best efforts to remain within the revised construction limits shown on the updated plan set prepared by WSB and shown in Exhibit B, attached hereto and incorporated herein by reference and not affect, damage or destroy the existing trees to the greatest extent possible with City Project 2017-24.

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner, and their successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers,

representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute,

common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

[Remainder of Page Intentionally Left Blank]

[Signature page of Clyde Wille and Sandra Wille]

LANDOWNER:

Clyde Wille

Sandra Wille

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **Clyde Wille and Sandra Wille**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

EXHIBIT A
(Shown Below)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this _____ day of _____, 2018, between **Clyde Wille and Sandra Wille**, husband and wife as joint tenants, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and

c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and they have good right to grant and convey the Temporary Easement herein to the City.

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

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

LANDOWNER:

Clyde Wille

Sandra Wille

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **Clyde Wille and Sandra Wille**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

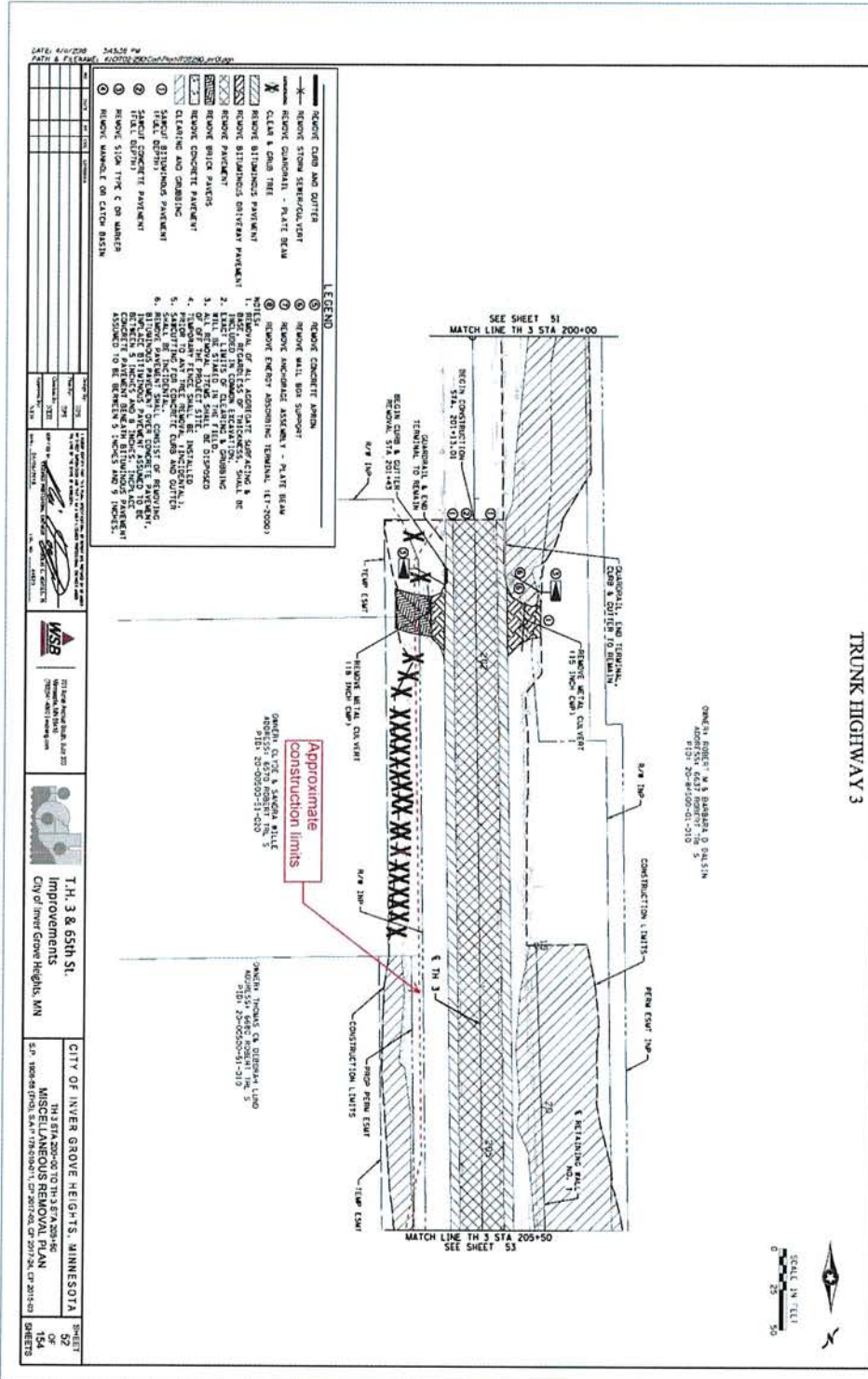
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Part of the SW $\frac{1}{4}$ of Section 5, Township 27N, Range 22W., described as follows: -
Beginning at a point on the West line of the Southwest Quarter (SW $\frac{1}{4}$), said point being 573.69 feet South of the NW corner thereof; thence Easterly at right angle to said West line 521.78 feet; thence Southerly at right angle to the last described line 208.71 feet; thence Westerly at right angle to the last described line 521.78 feet to the West line of said SW $\frac{1}{4}$; thence Northerly along said West line 208.71 feet to the point of beginning, together with a 20 feet easement for a driveway lying Southerly of and adjacent to the South line of the aforescribed parcel, Dakota County, Minnesota.

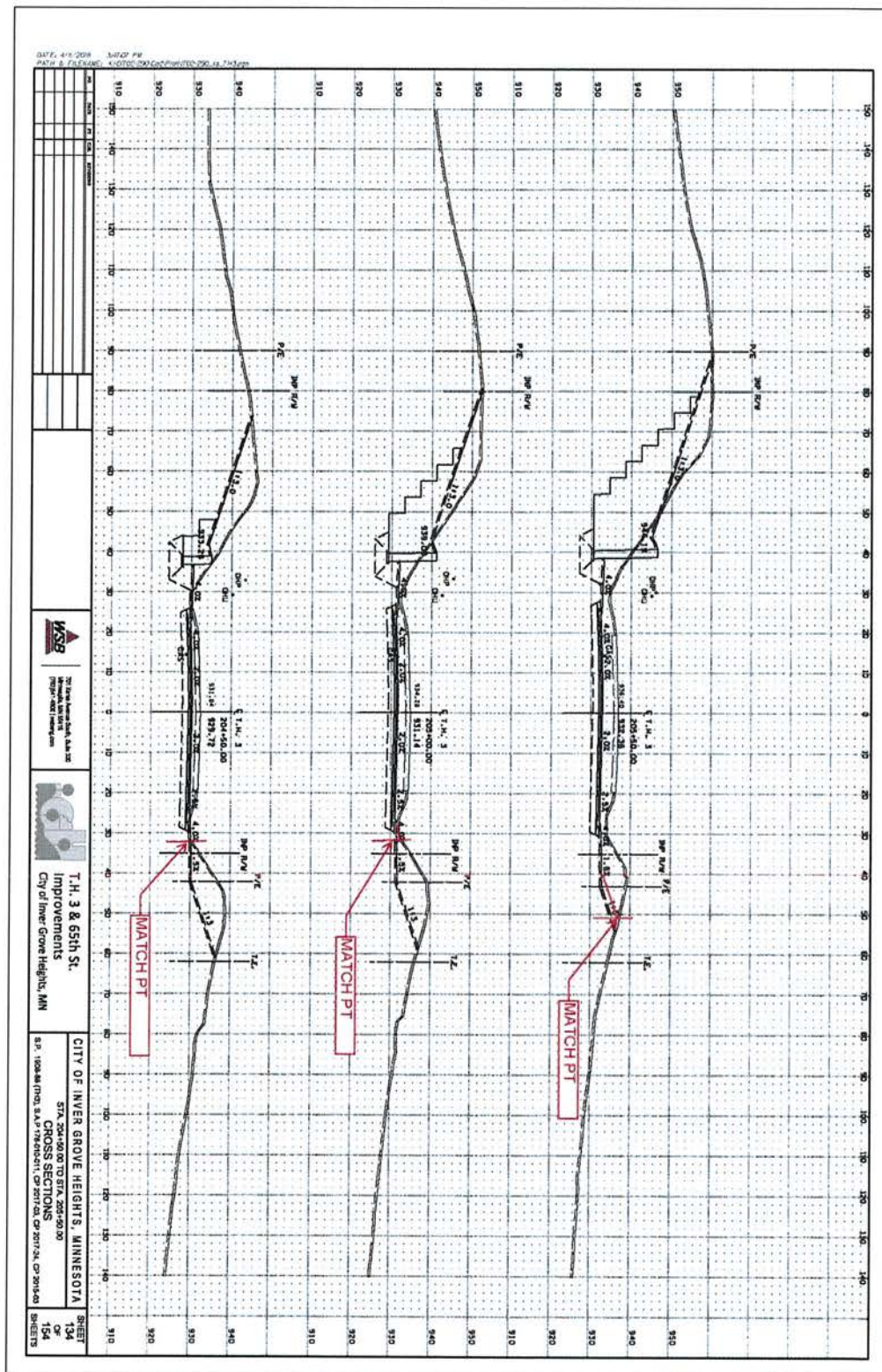
EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

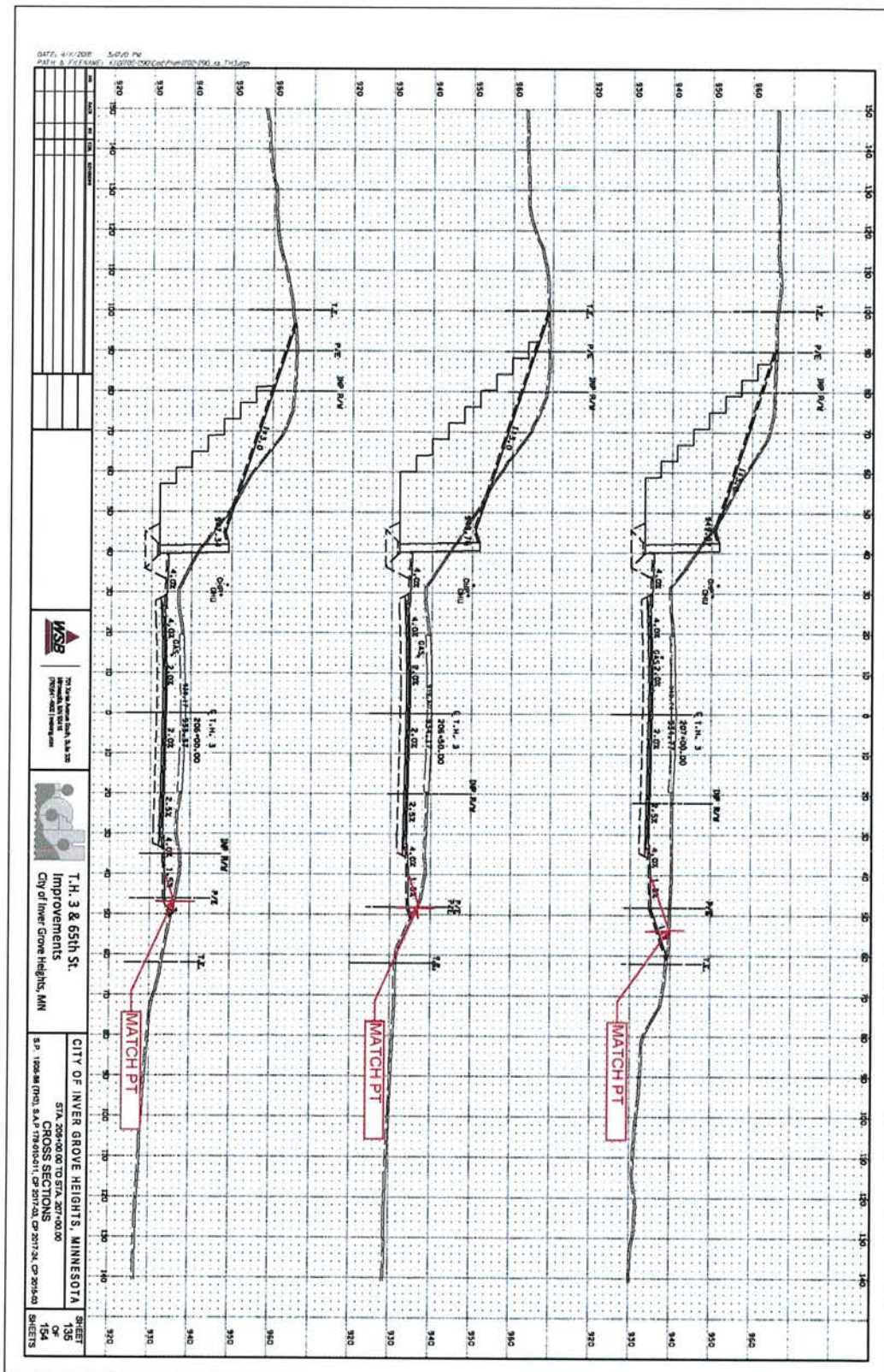
A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property lying easterly of the easterly Right of Way line of Trunk Highway No. 3 and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 573.69 feet to the Northwest Corner of the Landowner's Property; thence North 89 degrees 03 minutes 47 seconds East, along the north line of the Landowner's Property, 56.01 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 208.71 feet to the south line of said Landowner's Property and there terminating.

EXHIBIT B









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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: June 11, 2018
RE: Approval of a negotiated settlement agreement between Thomas C. Lund and Deborah L. Lund 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

Section 1. Background: On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

To facilitate the Project, the City must acquire the following easements prior to the construction of the Project: Thomas C. Lund and Deborah L. Lund (hereafter “Landowner”): a Permanent Drainage and Utility Easement and a Temporary Construction Easement (hereafter “Property Right/Easement”).

Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Right/Easement to facilitate the construction of the Project Improvements. The City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisitions was \$10,200.00.

Thomas C. Lund and Deborah L. Lund have agreed to grant the Property Right/Easement requested in exchange for the payment from the City in the amount of \$16,900.00. In addition, the City will provide and receive other in-kind benefits to the Landowners as more fully detailed in the Settlement Agreement that is attached to this Memorandum.

To fully resolve the acquisition of the necessary Property Rights/Easements from the Landowner, the City's Property Acquisition Team believes that an increase of \$6,700.00 over the City's appraisal of damages in the amount of \$10,200.00 is justified for the following reasons:

1. Settlement at this time will not only potentially avoid a lengthy eminent domain case, it will also save all professional fees (attorney, appraiser, acquisition agent, engineer, etc.) related thereto.
2. Acquisition of the Property Rights/Easements from the Landowner will permit the construction of the Project to occur in a timely fashion.
3. Additional compensation of \$1,700.00 for the installation of trees and mulch to be completed by Landowner.
4. In this case, Minnesota law provides for the reimbursement to the Landowner of up to \$5,000.00 to enable the landowner to get an independent appraisal of damages to his property due to the acquisition of the property rights/easements. The Landowner is willing to forego this right to get an independent appraisal of damages in this case.

Metzen Realty has reviewed the appraisal completed by Sean Butts. In addition, Metzen Realty has reviewed the valuation factors as herein stated. In Metzen Realty's opinion, the settlement amount is reasonable.

Recommendation:

In light of all relevant facts concerning the Lund Property and in consideration of the value to the City of resolving this matter, the City's Property Acquisition Team¹ recommends that the City Council ratify the negotiated Settlement Agreement reached between the City and Thomas C. Lund and Deborah L. Lund for \$16,900.00 in damages associated with the acquisition of the Property Right/Easement and authorize payment for the same upon the City's receipt of the following documents from the Landowner:

1. Settlement Agreement; and
2. Permanent Drainage and Utility Easement; and
3. Temporary Construction Easement.

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services, Sean Butts (Appraiser) and Metzen Appraisals.

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

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
THOMAS C. LUND AND DEBORAH L. LUND AND THE CITY OF INVER GROVE
HEIGHTS RELATED TO THE ACQUISITION OF EASEMENTS TRUNK HIGHWAY 3
INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT - CITY
PROJECT NO. 2017-24 AND FOR THE INSTALLATION OF TRUNK WATERMAIN IN
THE NWA AREA OF THE CITY ON 65TH STREET BETWEEN TRUNK HIGHWAY 3
AND BLACKSTONE RIDGE – CITY PROJECT NO. 2017-03**

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24–T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

WHEREAS, to facilitate the Project, the City must acquire the following easements prior to the construction of the Project: a Permanent Drainage and Utility Easement and a Temporary Construction Easement (hereafter “Property Right/Easement”).

WHEREAS, Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Right/Easement to facilitate the construction of the Project Improvements.

WHEREAS, the City’s appraisal completed by Sean P. Butts for the Landowner Property Right/Easement acquisition was \$10,200.00.

WHEREAS, the City, through its consultant, Evergreen Land Services, Inc., was able to negotiate the direct purchase of the proposed Property Right/Easement affecting property owned by Thomas C. Lund and Deborah L. Lund for the monetary sum of \$16,900.00 plus the provision and receipt of other in-kind benefits as more fully described in the Settlement Agreement.

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

1. The City ratifies and approves the negotiated Settlement Agreement reached between the City and Thomas C. Lund and Deborah L. Lund for \$16,900.00 in damages and other in-kind benefits associated with the acquisition and direct purchase of the Property

Right/Easement and authorizes payment and completion of the same to Thomas C. Lund and Deborah L. Lund upon the City's receipt of the Settlement Agreement, the Permanent Drainage and Utility Easement and the Temporary Construction Easement from Thomas C. Lund and Deborah L. Lund.

Passed this 11th day of June, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made, granted and conveyed this ____ day of _____, 2018, between Thomas C. Lund and Deborah L. Lund, husband and wife as joint tenants, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "Project"), the City purchased a Permanent Drainage and Utility Easement and a Temporary Construction Easement, (hereafter "Property Rights/Easements") from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easement(s), on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the property rights/easement(s) from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount and performance of other in-kind benefits.** In full and final settlement of all issues related to the Project, upon receipt of properly executed Property Rights/Easements documents from the Landowner, the City agrees to pay the Landowner the sum of **\$16,900.00** ("**Settlement Amount**") and perform the following in-kind benefits:

- a. The cellular tower that currently exists on the Subject Property meets existing setback requirements as provided in City Code - Title 10, Chapter 15G-3.D.

- b. Currently, there are three (3) access points that serve the Subject Property. With respect to work that will occur at, or near, the Subject Property:
 - i. Provide Landowner forty eight (48) hour notice prior to the commencement of any work on the access points that serve the Subject Property;
 - ii. During work on the access points that serve the Subject Property, the City will use its best efforts to complete the work as quickly as reasonably possible;
 - iii. During work on the access points that serve the Subject Property, the Landowner will have no access to the Subject Property between the hours of 7:00am and 7:00pm; and
 - iv. During work on the contractor access point (i.e. the most southerly access point), the City will use high, early strength, concrete to shorten the concrete cure time and the City will construct one-half of the access point at a time in an effort to retain access to the contractor access point at all time.
- c. The Landowner may remove, at the Landowner's sole cost and expense, any Amur Maple trees, existing boulders and any pine trees located within the construction limits and move the same to a location(s) outside of the construction limits provided this removal and relocation of trees/boulders is completed prior to July 15, 2018.
- d. As part of the Project, the City will make those drainage improvements necessary at location 201.70 to 202.50 to ensure that drainage works acceptably.
- e. As part of this settlement, the Landowner hereby voluntarily waives their right to get an appraisal of damages with respect to the Project.
- f. The Landowner will grant those easements as shown in Exhibit A, attached hereto and incorporated herein by reference. With respect to the Landowner grant of those easements shown in Exhibit A, the City will use its best efforts to remain within the revised construction limits shown on the updated plan set prepared by WSB shown in Exhibit B, attached hereto and incorporated herein by reference and not affect, damage or destroy the existing trees to the greatest extent possible with City Project 2017-24.

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner, and his successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

[Remainder of Page Intentionally Left Blank]

[Signature page of Thomas C. Lund and Deborah L. Lund]

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Thomas C. Lund and Deborah L. Lund, husband and wife as joint tenants, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

EXHIBIT A
(See Below)

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2018, between **Thomas C. Lund and Deborah L. Lund**, husband and wife as joint tenants (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains,

storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and they have good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **Thomas C. Lund and Deborah L. Lund**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to

said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTIONS AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of Trunk Highway No. 3 easterly right of way line and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Land Owner's property, 48.13 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 122.93 feet; thence South 02 degrees 34 minutes 47 seconds West, 97.81 feet; thence South 00 degrees 56 minutes 13 seconds East, 154.19 feet to the north line of the exception of the Landowner's Property and there terminating.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this _____ day of _____, 2018, between **Thomas C. Lund and Deborah L. Lund**, husband and wife as joint tenants, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and have good right to grant and convey the Temporary Easement herein to the City.

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

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

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **Thomas C. Lund and Deborah L. Lund**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the

point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of Line A and westerly of Line B, said lines are described as follows:

Line A:

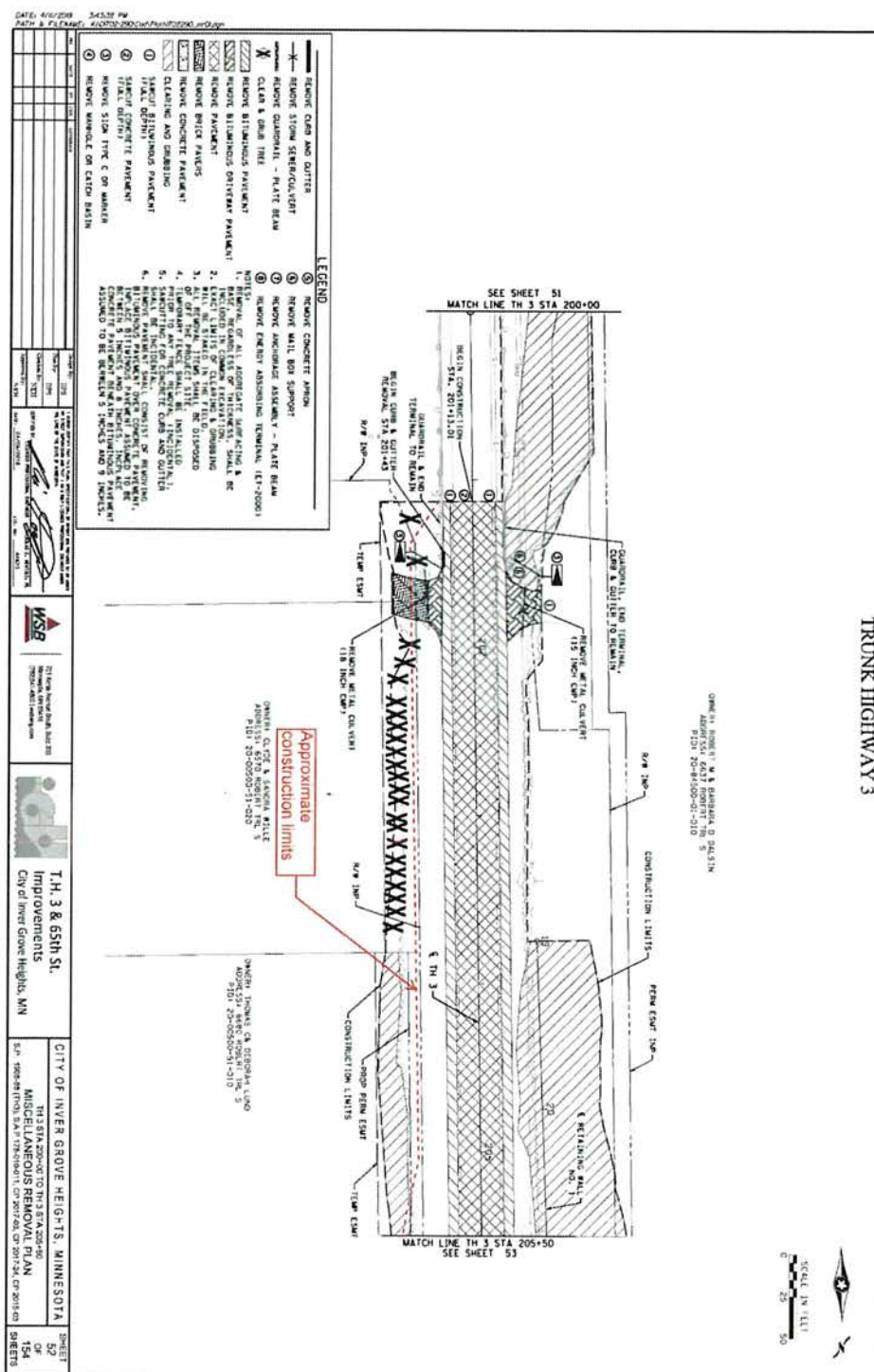
Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Landowner's property, 48.13 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 122.93 feet; thence South 02 degrees 34 minutes 47 seconds West, 97.81 feet; thence South 00 degrees 56 minutes 13 seconds East, 154.19 feet to the north line of the exception of the Landowner's Property and there terminating.

Line B:

Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Landowner's property, 84.02 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 48.56 feet; thence South 89 degrees 03 minutes 47 seconds West, 22.00 feet; thence South 00 degrees 56 minutes 13 seconds East, 325.52 feet to the north line of the exception of the Landowner's Property and there terminating;

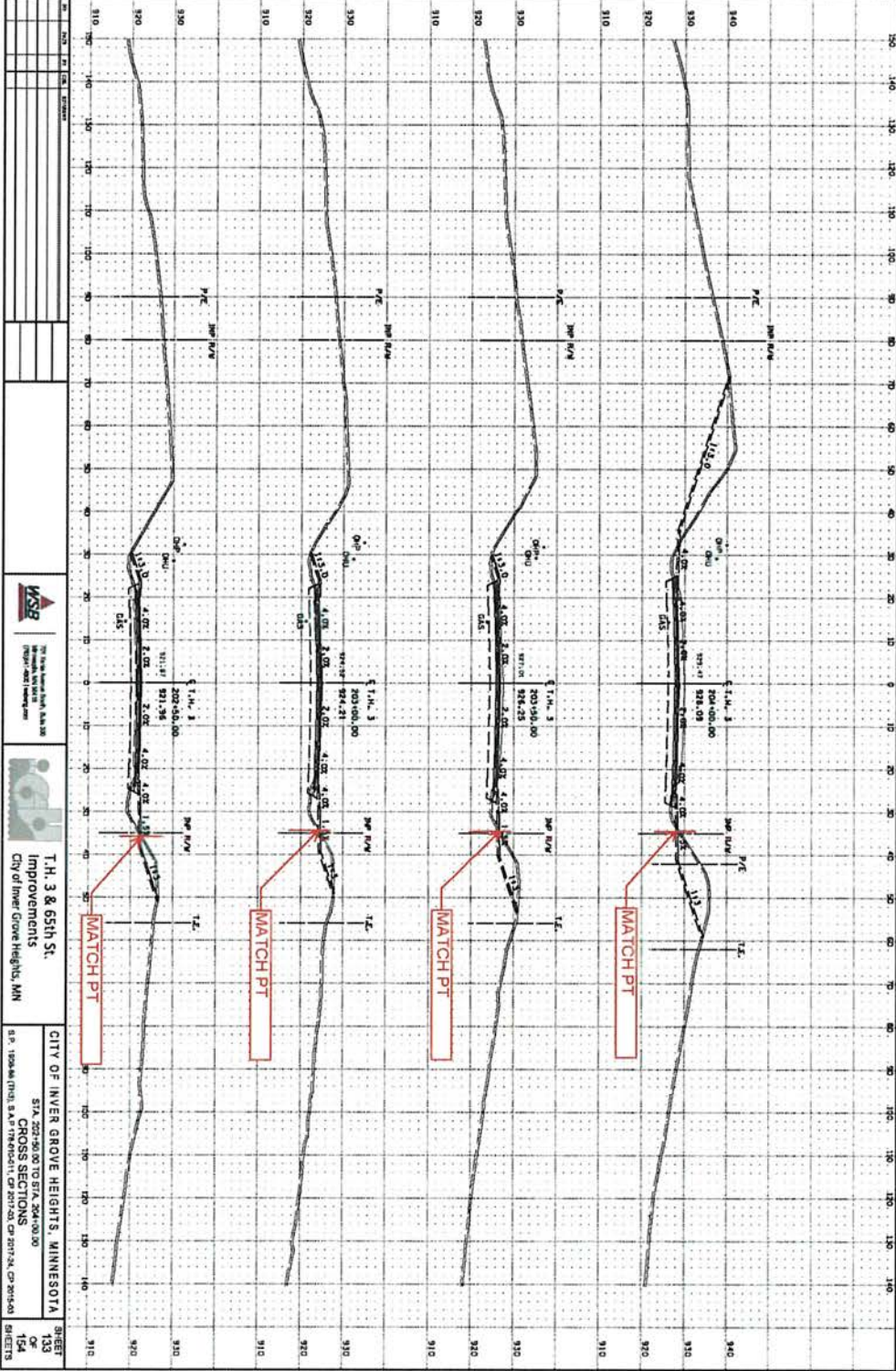
AND

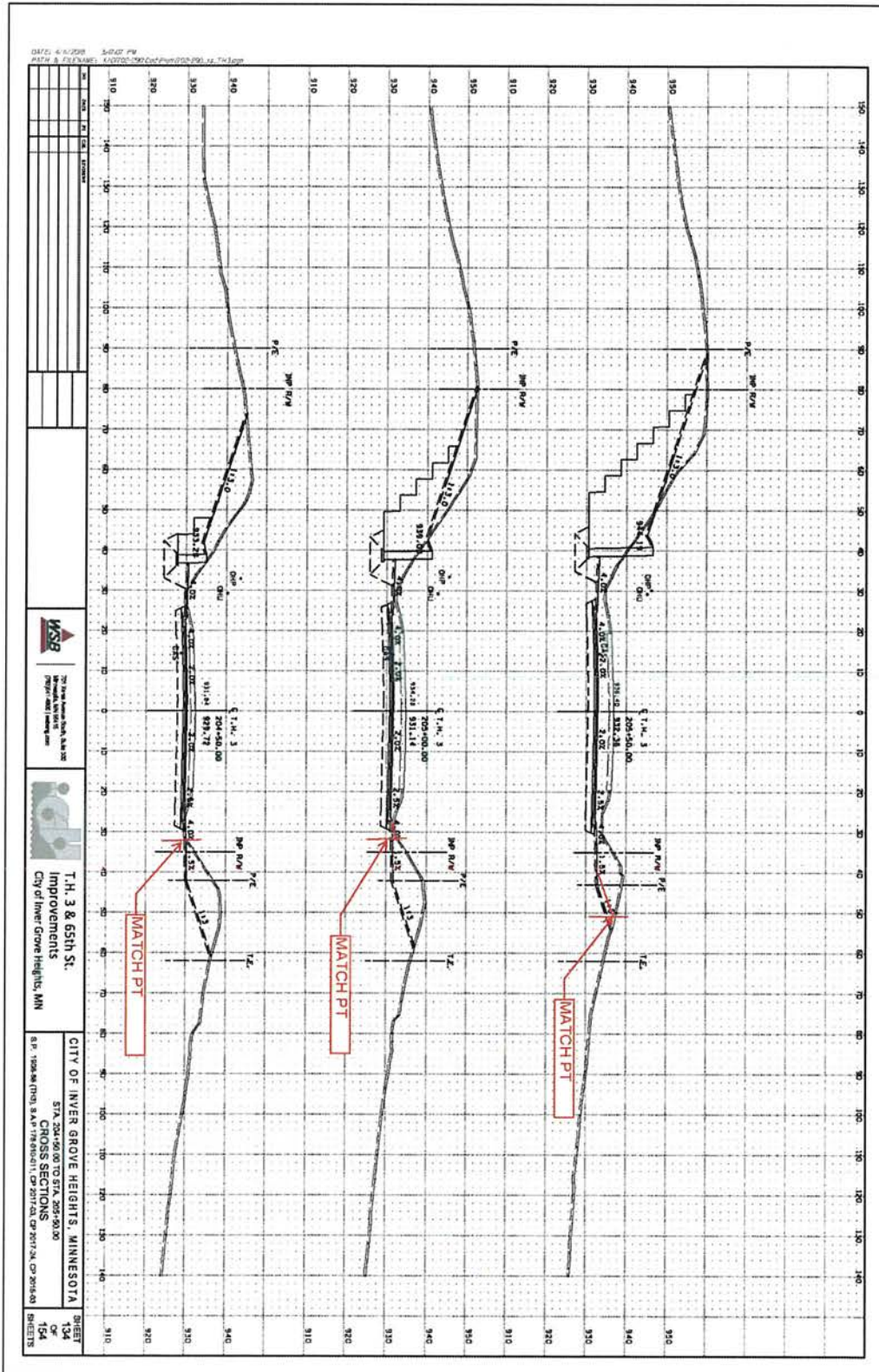
A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No. 3 and northerly and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 842.18 feet; thence North 89 degrees 03 minutes 47 seconds East, 50.01 feet to the point of beginning of the line to be described; thence continue North 89 degrees 03 minutes 47 seconds East, 10.84 feet; thence North 00 degrees 56 minutes 13 seconds West, 59.78 feet to the south line of the exception of the Landowner's Property and there terminating.

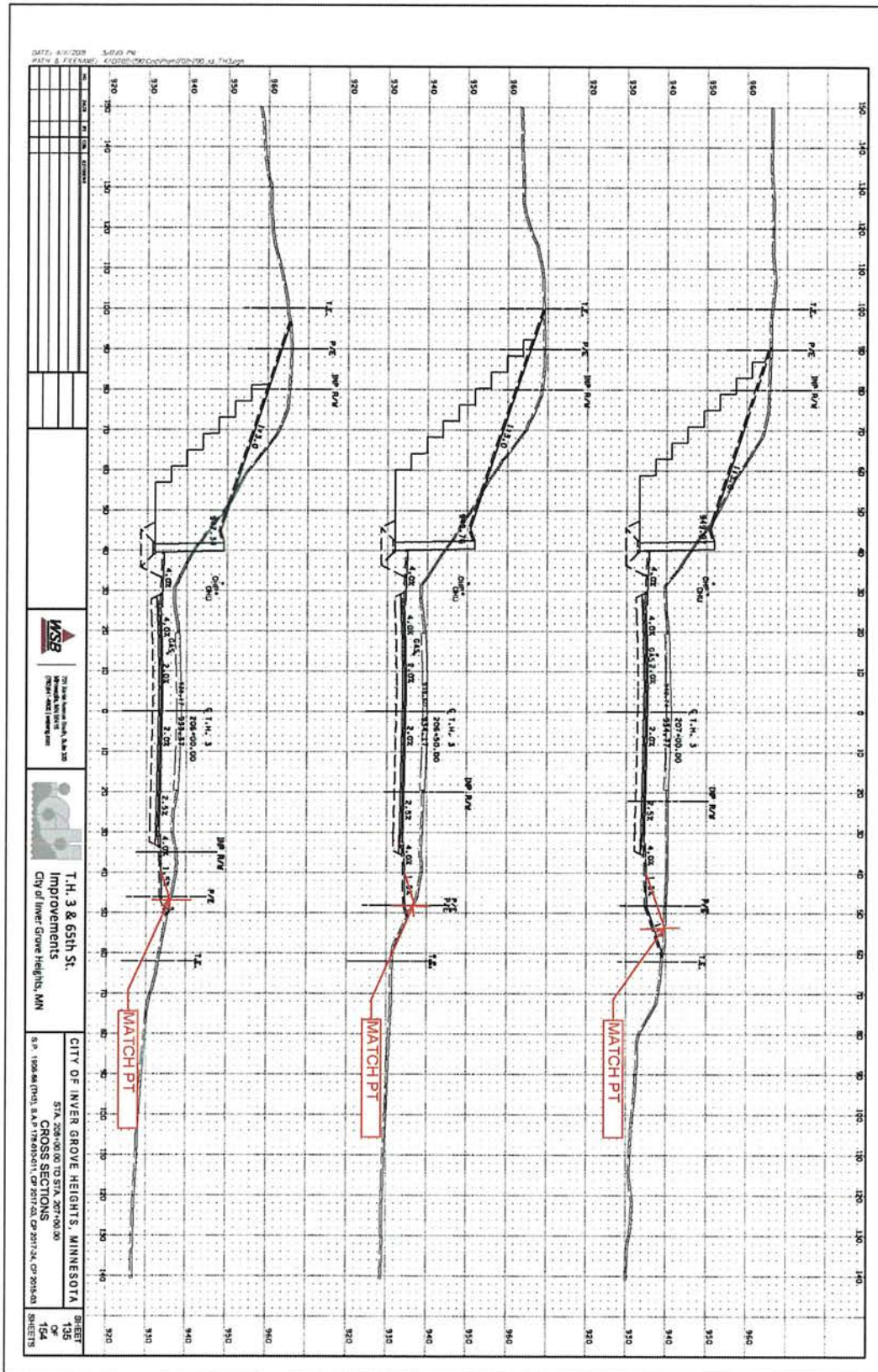
EXHIBIT B



DATE: 4/9/2019 3:47:05 PM
 PLOT: 3 PLOT: 4 (000) 760 C:\p1\2019\2019-04-09\154.dwg







PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2018, between **Thomas C. Lund and Deborah L. Lund**, husband and wife as joint tenants (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains,

storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and they have good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **Thomas C. Lund and Deborah L. Lund**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to

said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTIONS AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of Trunk Highway No. 3 easterly right of way line and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Land Owner's property, 48.13 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 122.93 feet; thence South 02 degrees 34 minutes 47 seconds West, 97.81 feet; thence South 00 degrees 56 minutes 13 seconds East, 154.19 feet to the north line of the exception of the Landowner's Property and there terminating.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this _____ day of _____, 2018, between **Thomas C. Lund and Deborah L. Lund**, husband and wife as joint tenants, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and have good right to grant and convey the Temporary Easement herein to the City.

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

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

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **Thomas C. Lund and Deborah L. Lund**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the

point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of Line A and westerly of Line B, said lines are described as follows:

Line A:

Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Landowner's property, 48.13 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 122.93 feet; thence South 02 degrees 34 minutes 47 seconds West, 97.81 feet; thence South 00 degrees 56 minutes 13 seconds East, 154.19 feet to the north line of the exception of the Landowner's Property and there terminating.

Line B:

Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet; thence South 89 degrees 51 minutes 16 seconds East, along the north line and it's westerly extension of the Landowner's property, 84.02 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 13 seconds East, 48.56 feet; thence South 89 degrees 03 minutes 47 seconds West, 22.00 feet; thence South 00 degrees 56 minutes 13 seconds East, 325.52 feet to the north line of the exception of the Landowner's Property and there terminating;

AND

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No. 3 and northerly and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 842.18 feet; thence North 89 degrees 03 minutes 47 seconds East, 50.01 feet to the point of beginning of the line to be described; thence continue North 89 degrees 03 minutes 47 seconds East, 10.84 feet; thence North 00 degrees 56 minutes 13 seconds West, 59.78 feet to the south line of the exception of the Landowner's Property and there terminating.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 11, 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

Akemann, Alexa, Kids ROCK Assistant
 Boswell, Allison, Kids ROCK Assistant
 DiFronzo, Casey, Kids ROCK Lead
 Ferry, Eric, Kids ROCK Assistant
 George, Maya, Kids ROCK Assistant
 Johnson, Tiarra, Kids ROCK Lead
 Kaeder, Camryn, Kids ROCK Assistant
 Mann, Josiah, Kids ROCK Assistant
 Marion, Kayla, Kids ROCK Lead
 Moland, Samantha, Kids ROCK Assistant
 Myran, Jacob, Kids ROCK Assistant
 Smith, Ashley, Kids ROCK Assistant
 Smith, Evan, Kids ROCK Assistant
 Stickney, Laura, Kids ROCK Assistant
 Stokke, Rachel, Kids ROCK Assistant

Golf Course

Horsch, Kyle, Laborer

Seasonal Terminations and/or Resignations:

Mittelstadt, Chloe, Fitness Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Railroad Quiet Zone Implementation

Meeting Date: June 11, 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

City Council is to consider a contract with SRF Consultants regarding two Railroad Quiet Zones - the Concord Neighborhood and the 105th Street Neighborhood. The City Council deferred action and directed staff to identify \$10,000 in funding for the design of the railroad crossing improvements at 105th Street.

ANALYSIS

Staff determined the \$10,000 funding for the design of the 105th Street crossing improvements would come from the Host Community Fund. Staff will do further research for funding of the approximate \$250,000 for the construction of the 105th Street crossing improvements, should it be needed. It will be a combination of internal funds; the Host Community Fund, State and County funding.

RECOMMENDATION

The City Council is to consider the SRF “Proposal for Professional Services for Quiet Zone Implementation”, dated April 27, 2018, as attached.

Enc: City Council memo with attachments, dated May 29, 2018

Cc: Chris Ryan, SRF Consultants

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



Andrew Mielke, AICP
Principal

CR/AM/cw

Attachment A – Standard Terms and Conditions

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

INDUSTRIAL EQUITIES - Case No. 18-22PUD

Meeting Date: June 11, 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 Outlot A and D, Gene Worrells Church Acres;

- a) A Resolution relating to a Final Plat and Final PUD Development Plan for the plat of Industrial Equities, a 110,000 square foot industrial warehouse project.
- b) A Resolution relating to a Vacation of an existing public street easement over Outlot D and including Release of Special Assessment Agreement, Release of Temporary Street Easement Agreement, Permanent Street, Utility and Drain age Easement on Outlot B and Release of Waiver of Claims and Covenant Not to Sue.
 - Requires a 3/5th's vote.
 - 60-day deadline: June 12, 2018 (first 60 days)

SUMMARY

The applicant has submitted final plans for the industrial project consisting of a 110,000 square foot office/warehouse building located on Auburn Path and Argenta Trail. Council approved the preliminary plans on March 26, 2018. A vacation of the street easement on Outlot D is also being requested.

ANALYSIS

Final Plat/PUD Plans

- Plans are consistent with preliminary plans.
- Plans are designed assuming street easement is vacated.
- Meets all setback and parking standards.
- Tree preservation plan is short the required amount of trees. Staff recommends payment to the tree fund in the amount of \$16,800.
- All conditions of preliminary approval have been met or will be addressed in the development contract.
- Engineering has reviewed pavement strength in area to confirm roads adequate for additional semi-truck traffic. Some spring weight limitations will occur.

Vacation

- Applicant is requesting vacation of the existing street easement on Outlot D. City Council reviewed this topic with the preliminary plans.
- Existing Street easement put in place to provide extension of Auburn Path to Yankee Doodle. Council deemed extension no longer needed.
- Council approved preliminary plans that assumed vacation of easement and Outlot D absorbed into development.
- Affected land owners signed vacation petition.

There were other documents recorded addressing other issues with the road.

1. An assessment agreement was recorded for the other lots in the plat to cover paying for the road if it was ever built. This document now needs to be released.
2. There is a temporary easement on Outlot B for the cul-de-sac on Auburn. This cul-de-sac was to be removed once the Auburn Path was extended. This document now needs to be released.
3. Permanent street, utility and drainage easement on Outlot B needs to be created since the cul-de-sac is now permanent. The developer is responsible for getting the landowner signature on this document.
4. Two Release, Waiver of Claims and Covenant Not to Sue need to be signed by the property owners to the north and east affected by the easement vacation. The developer is responsible for getting the landowner signatures on these documents.

RECOMMENDATION

Planning Division. Recommends approval of the Final Plat and PUD and Easement Vacation with the conditions listed.

Planning Commission. The Planning Commission also recommends approval (9-0).

Attachments: Final Plat Resolution
Vacation Resolution
Release of Temporary Street Easement Agreement Relating to Outlot B
Release of Special Assessment Agreement Relating to Outlots A, B & D
Permanent Public Street, Utility and Drainage Easement
Release Waiver of Claims and Covenant Not to Sue for David E. Jansen
Release Waiver of Claims and Covenant Not to Sue for PG1, LLC
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PUD DEVELOPMENT
PLAN FOR THE PLAT OF INDUSTRIAL EQUITIES ADDITION

CASE NO. 18-22PUD
(Industrial Equities)

WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted to the City for property legally described as;

Outlots A and D, Gene Worrells Church Acres Addition, Dakota County, Minnesota

WHEREAS, the preliminary plat was approved by the City Council on March 26, 2018 subject to 26 conditions;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan of Industrial Equities Addition, is hereby approved subject to the following conditions:

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

Preliminary PUD conditions of approval

Final Plat

Site Plan

Grading & Erosion Control Plan

Utility Plan

Open Space Plan

Landscape Plan

Building Elevations

dated 3/22/18

dated 3/22/18

dated 3/22/18

dated 5/9/18

dated 4/16/18

dated 3/15/18

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required,

park dedication, and other pertinent specific performance standards for this phase of the PUD.

3. Semi-truck traffic shall be limited to using Auburn Path and Argenta Trail to Opperman to Hwy 149. This shall be the designated truck access route.
4. A sign shall be posted at the exits of the site notifying semi-truck drivers of the designated truck route during spring road weight restrictions.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 11th day of June, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF PERMANENT EASEMENT AND
RIGHT-OF-WAY FOR PUBLIC STREET AND UTILITY PURPOSES LYING WITHIN
OUTLOT D, GENE WORRELLS CHURCH ACRES, ACCORDING TO THE
RECORDED PLAT THEREOF**

**CASE NO. 18-22PUD
(Industrial Equities)**

WHEREAS, the applicant initiated the vacation of the following described drainage easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

A permanent easement and right-of-way for public street and utility purposes over Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota and recorded as document #1821803, Dakota County, Minnesota.

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on May 15, 2018, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said easement for right-of-way for public street and utility purposes would be in the public interest.

WHEREAS, the resolution only becomes effective when the following documents are recorded:

- a. Permanent Street, Utility and Drainage Easement on Outlot B, Gene Worrells Church Acres (for the east ½ of the cul-de-sac located on Outlot B); and
- b. Release, Waiver of Claims and Covenant Not to Sue between the City and David E. Jansen (landowner to the north of Outlot D, Gene Worrells Church Acres).
- c. Release, Waiver of Claims and Covenant Not to Sue between the City and PG1, LLC (landowner to the east of Outlot D, Gene Worrells Church Acres).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described easement for right-of-way for public street and utility purposes is hereby vacated pursuant to M.S.A. 412.851.

Adopted by the City Council of Inver Grove Heights this 11th day of June, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RELEASE OF TEMPORARY STREET EASEMENT AGREEMENT RELATING TO
OUTLOT B, GENE WORRELLS CHURCH ACRES RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 1821804**

This RELEASE OF TEMPORARY STREET EASEMENT AGREEMENT RELATING TO OUTLOT B, GENE WORRELLS CHURCH ACRES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1821804 ("Release") is executed and delivered as of the 11th day of June, 2018, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a *Temporary Street Easement Agreement* was entered into on September 5, 2001 and recorded on October 18, 2001, as Dakota County Document No. 1821804 ("Temporary Easement"). The property subject to the Temporary Easement is Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota.

WHEREAS, the Temporary Easement provides that the easement expires one year after Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota is improved by the City and opened by the City for public vehicular use.

WHEREAS, the City is in the process of vacating the permanent street easement over Outlot D, Gene Worrells Church Acres.

WHEREAS, Outlot D, Gene Worrells Church Acres will not be improved by the City or opened by the City for public vehicular use.

WHEREAS, the owner of Outlot B, Gene Worrells Church Acres is granting the City a Permanent Street, Drainage and Utility Easement to replace the Temporary Easement.

WHEREAS, because the owner of Outlot B, Gene Worrells Church Acres is granting the City a Permanent Street, Drainage and Utility Easement and because Outlot D, Gene Worrells Church Acres will not be improved by the City or opened by the City for public vehicular use, the City would like to release the Temporary Easement as an encumbrance to the title of Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The recorded Temporary Street Easement Agreement recorded as Dakota County Document No. 1821804 is hereby released with respect to Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota, subject to paragraph 4 below.
2. The City hereby releases Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota from the Temporary Street Easement Agreement recorded as Dakota County Document No. 1821804, subject to paragraph 4 below.
3. The City may record this Release with the Dakota County Recorder.
4. This Release is not effective until and unless there is recorded the Permanent Street, Drainage and Utility Easement from the owner of Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota granted to the City in the form and substance of the Permanent Street, Drainage and Utility Easement attached hereto as Exhibit A.

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

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 11th day of June, 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

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
PERMANENT STREET, DRAINAGE AND UTILITY EASEMENT

**RELEASE OF SPECIAL ASSESSMENT AGREEMENT RELATING TO OUTLOTS A,
B AND D, GENE WORRELLS CHURCH ACRES RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 1821801**

This RELEASE OF SPECIAL ASSESSMENT AGREEMENT RELATING TO OUTLOTS A, B AND D, GENE WORRELLS CHURCH ACRES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1821801 ("Release") is executed and delivered as of the 11th day of June, 2018, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a *Special Assessment Agreement* was entered into on September 5, 2001 and recorded on October 18, 2001, as Dakota County Document No. 1821801 ("Agreement"). The property subject to the Agreement is Outlots A, B and D, Gene Worrells Church Acres, Dakota County, Minnesota.

WHEREAS, the Agreement set forth a special assessment methodology to determine the benefit to Outlots A, B, and D, Gene Worrells Church Acres in connection with the future improvement of a public street on Outlot D, Gene Worrells Church Acres.

WHEREAS, the City is in the process of vacating the permanent street easement over Outlot D, Gene Worrells Church Acres.

WHEREAS, Outlot D, Gene Worrells Church Acres will not be improved by the City or opened by the City for public vehicular use.

WHEREAS, the City no longer needs the Agreement and would like to release the document as an encumbrance to the title of Outlots A, B and D, Gene Worrells Church Acres, Dakota County, Minnesota.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The recorded Special Assessment Agreement recorded as Dakota County Document No. 1821801 is hereby released with respect to Outlots A, B and D, Gene Worrells Church Acres, Dakota County, Minnesota.
2. The City hereby releases Outlots A, B and D, Gene Worrells Church Acres, Dakota County, Minnesota from the Special Assessment Agreement recorded as Dakota County Document No. 1821801.
3. The City may record this Release with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 11th day of June, 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

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

PERMANENT PUBLIC STREET, UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT PUBLIC STREET, UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 11th day of June, 2018, between PG 1, LLC, a Minnesota limited liability company (hereinafter individually and collectively referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "City").

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

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

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

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any public street, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities,

underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 11th day of June, 2016, 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:
PG 1, LLC

By: _____
Tony Weber
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of June, 2018, before me a Notary Public within and for said County, personally appeared Tony Weber, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of PG 1, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of PG 1, LLC by authority of the Board of Governors of PG 1, LLC, a Minnesota limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz, #58993
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota. Together with a Shared Private Driveway Easement as contained in Document No. 1881346.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for public street, utility and drainage purposes over, under, across, through and upon the following:

That part of Outlot B, GENE WORRELLS CHURCH ACRES, according to the recorded plat thereof, Dakota County, Minnesota, lying within the circumference of a 60.00 foot radius circle the center of circle of which is described as follows:

Commencing at the southeast corner of Outlot A, said GENE WORRELLS CHURCH ACRES; thence northerly, along the east line of said Outlot A, a distance of 70.63 feet; thence easterly at a right angle 60.00 feet to said center of circle and there terminating.

RELEASE, WAIVER OF CLAIMS AND COVENANT NOT TO SUE

This RELEASE, WAIVER OF CLAIMS AND COVENANT NOT TO SUE (Agreement) is made this 11th day of June, 2018, by and between David E. Jansen, a single person, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the "City." In consideration of the covenants, agreements, representations and recitals hereafter provided, the parties agree:

ARTICLE 1 **DEFINITIONS**

1.1 Terms. For purposes of this Agreement, unless elsewhere specifically defined herein, the following terms shall have the following meanings.

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

1.3 Landowner. "Landowner" means David E. Jansen, a single person, and his successors and assigns.

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

1.5 Street Easement. "Street Easement" means that certain Easement Agreement dated September 5, 2001, between Riverview Cemetery Association of Emmanuel Lutheran Church of Saint Paul, also known as Riverview Cemetery Association, and the City of Inver Grove Heights recorded on October 18, 2001 as Dakota County Document No. 1821803. The Street Easement created a permanent easement and right-of-way for public street and utility purposes over Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota.

1.6 Vacation. "Vacation" means the release and vacation by the City of the recorded Street Easement and all public rights and uses of the Street Easement. The Vacation is being processed by the City according to Minnesota Statutes § 412.851, by which a resolution ordering the Vacation must pass by a four-fifths vote of all the members of the City Council.

ARTICLE 2

RECITALS

Recital No. 1. Landowner owns fee title to the Subject Lot.

Recital No. 2. Landowner accesses the Subject Lot by way of two easements for driveway purposes described within the legal description on Exhibit A.

Recital No. 3. One purpose of the Street Easement was to create a permanent easement and right-of-way for public street and utility purposes over Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota for potential future development of the property surrounding and including the Subject Lot.

Recital No. 4. The Street Easement lies within property located directly to the south of the Subject Lot.

Recital No. 5. The Street Easement could have potentially provided an additional public access to the Subject Lot if the City had constructed a public street within Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota.

Recital No. 6. There is no public need or purpose for the Street Easement; accordingly the City is vacating the Street Easement. The property contained within the Street Easement is being conveyed for industrial development.

Recital No. 7. The Vacation will eliminate all potential public access to the Subject Lot by way of the Street Easement.

Recital No. 8. Landowner understands and acknowledges that the Vacation will eliminate all potential public access to the Subject Lot by way of the Street Easement.

Recital No. 9. Landowner is knowingly and voluntarily entering into this Agreement and desires to Waive, Release and Covenant not to sue the City as provided in this Agreement.

ARTICLE 3

LANDOWNER COVENANTS

3.1 Release. Landowner, for himself and his successors and assigns hereby forever releases the City from all liability and claims, demands, causes of action or proceedings relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Vacation of the Street Easement.

3.2 Waiver. Landowner, for himself and his successors and assigns hereby forever waives all liability and claims, demands, causes of action or proceedings against the City relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees,

based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Vacation of the Street Easement.

3.3 Covenant Not To Sue. Landowner, for himself and his successors and assigns hereby covenants not to sue the City for any claim for damages relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, or trespass resulting from, related to, or caused by the Vacation of the Street Easement.

ARTICLE 4 **CITY COVENANTS**

4.1 City Covenants. Subject to City Council approval of the Vacation, the City will record this Agreement against the Subject Lot with the Dakota County Recorder. The City will also record a Notice of Completion of Vacation or release document memorializing the Vacation of the Street Easement by the City.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the Subject Lot and shall be binding upon the parties and the successors and assigns of the parties.

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landowner and the City have executed this Agreement on the date first set forth above.

LANDOWNER:

David E. Jansen

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of June, 2018, by David E. Jansen, a single person.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville, Mayor

Attest: _____
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 11th day of June, 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

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
LEGAL DESCRIPTION OF SUBJECT LOT

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

The South 328.15 feet of the West 660 feet of the Southwest ¼ of the Southwest ¼ of Section 7, Township 27, Range 22, Dakota County, Minnesota.

Together with the following:

An easement for driveway purposes upon and over the East 33 feet of the North 328.15 feet of the South 656.3 feet of the West 660 feet of said SW ¼ of the SW ¼ of Section 7, Township 27, Range 22

An easement for driveway purposes (including landscaping thereof) upon and over the South 16 ½ feet of all that part of the SW ¼ of the SW ¼ of said Section 7, Township 27, Range 22, lying east of the West 660 feet thereof.

RELEASE, WAIVER OF CLAIMS AND COVENANT NOT TO SUE

This RELEASE, WAIVER OF CLAIMS AND COVENANT NOT TO SUE (Agreement) is made this 11th day of June, 2018, by and between PG 1, LLC, a Minnesota limited liability company, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the "City." In consideration of the covenants, agreements, representations and recitals hereafter provided, the parties agree:

ARTICLE 1 **DEFINITIONS**

1.1 Terms. For purposes of this Agreement, unless elsewhere specifically defined herein, the following terms shall have the following meanings.

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

1.3 Landowner. "Landowner" means PG 1, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.5 Street Easement. "Street Easement" means that certain Easement Agreement dated September 5, 2001, between Riverview Cemetery Association of Emmanuel Lutheran Church of Saint Paul, also known as Riverview Cemetery Association, and the City of Inver Grove Heights recorded on October 18, 2001 as Dakota County Document No. 1821803. The Street Easement created a permanent easement and right-of-way for public street and utility purposes over Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota.

1.6 Vacation. "Vacation" means the release and vacation by the City of the recorded Street Easement and all public rights and uses of the Street Easement. The Vacation is being processed by the City according to Minnesota Statutes § 412.851, by which a resolution ordering the Vacation must pass by a four-fifths vote of all the members of the City Council.

ARTICLE 2

RECITALS

Recital No. 1. Landowner owns fee title to the Subject Lot.

Recital No. 2. Landowner accesses the Subject Lot via Auburn Path (a public street) followed by traveling over a portion of Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota. Landowner also accesses the Subject Lot via direct access from Argenta Trail.

Recital No. 3. One purpose of the Street Easement was to create a permanent easement and right-of-way for public street and utility purposes over Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota for potential future development of the property surrounding and including the Subject Lot.

Recital No. 4. The Street Easement lies within property located to the west of the Subject Lot.

Recital No. 5. The Street Easement could have potentially provided a public access to the Subject Lot if the City had constructed a public street within Outlot D, Gene Worrells Church Acres, Dakota County, Minnesota.

Recital No. 6. There is no public need or purpose for the Street Easement; accordingly the City is vacating the Street Easement. The property contained within the Street Easement is being conveyed for industrial development.

Recital No. 7. The Vacation will eliminate all potential public access to the Subject Lot by way of the Street Easement.

Recital No. 8. Landowner understands and acknowledges that the Vacation will eliminate all potential public access to the Subject Lot by way of the Street Easement.

Recital No. 9. Landowner is knowingly and voluntarily entering into this Agreement and desires to Waive, Release and Covenant not to sue the City as provided in this Agreement.

ARTICLE 3

LANDOWNER COVENANTS

3.1 Release. Landowner, for itself and its successors and assigns hereby forever releases the City from all liability and claims, demands, causes of action or proceedings relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Vacation of the Street Easement.

3.2 Waiver. Landowner, for itself and its successors and assigns hereby forever waives all liability and claims, demands, causes of action or proceedings against the City relating in any

manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Vacation of the Street Easement.

3.3 Covenant Not To Sue. Landowner, for itself and its successors and assigns hereby covenants not to sue the City for any claim for damages relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, or trespass resulting from, related to, or caused by the Vacation of the Street Easement.

ARTICLE 4 **CITY COVENANTS**

4.1 City Covenants. Subject to City Council approval of the Vacation, the City will record this Agreement against the Subject Lot with the Dakota County Recorder. The City will also record a Notice of Completion of Vacation or release document memorializing the Vacation of the Street Easement by the City.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the Subject Lot and shall be binding upon the parties and the successors and assigns of the parties.

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landowner and the City have executed this Agreement on the date first set forth above.

LANDOWNER:
PG 1, LLC

By: _____
Tony Weber
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of June, 2018, before me a Notary Public within and for said County, personally appeared Tony Weber, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of PG 1, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of PG 1, LLC by authority of the Board of Governors of PG 1, LLC, a Minnesota limited liability company.

Notary Public

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 11th day of June, 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

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
LEGAL DESCRIPTION OF SUBJECT LOT

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

Outlot B, Gene Worrells Church Acres, Dakota County, Minnesota. Together with a Shared Private Driveway Easement as contained in Document No. 1881346.

Abstract Property.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 15, 2018

SUBJECT: **JOHN ALLEN (INDUSTRIAL EQUITIES) – CASE NO. 18-22PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a vacation of the roadway easement in Outlot D, a final plat, and a final PUD development plan for the construction of a 110,000 square foot industrial warehouse building, for property located on the west side of Auburn Path. 3 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. The applicant is requesting the final plat and final development plan for an industrial office/warehouse development. The building will access Auburn Path. The application also includes a vacation of an existing street right-of-way easement. He advised that City Council approved the preliminary plat and development plans for the project in March 2018 with 26 conditions. The building that City Council approved was slightly larger than the one discussed at the public hearing; however, the rest of the plans remain consistent with the preliminary set. Council determined that the street easement located within existing Outlot D would not be needed and the applicant is requesting a vacation of that right-of-way easement. The applicants cannot fit any more trees on the site than are indicated in the plan and therefore staff is recommending they pay a cash contribution of \$16,800 to the tree reforestation fund. Engineering hired a consultant to do pavement strength testing on Auburn Path and Argenta Trail. The testing indicated Auburn Path and Argenta Trail from Oppermann to Auburn Path have sufficient strength to handle typical semi-truck traffic during spring load limit conditions. Argenta Trail from 82nd Avenue to Yankee Doodle; however, does not have the same pavement strength and will have restrictions in the spring time. The City Engineer recommends that a condition be added that this section not be used by semi-truck traffic during the spring weight restrictions. Staff recommends approval of the request.

Commissioner Simon asked who would monitor the spring truck traffic.

Mr. Hunting replied it was his understanding that the police enforce road restrictions.

Opening of Public Hearing

Matt Allen, 321 – 1st Avenue N, advised he was available to answer any questions.

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

Mr. Allen replied in the affirmative.

Chair Maggi closed the public hearing.

May 15, 2018

Page 2

Planning Commission Discussion

Commissioner Robertson asked if there was signage indicating that that segment of road should not be used by semi-trucks during the spring.

Mr. Hunting replied that he was not sure how the tonnage was identified on roads.

Commissioner Robertson stated it was unlikely anyone would call the police regarding violations as there was only one house on that segment of the road.

Commissioner Simon suggested adding a condition requiring a sign be posted where semi-trucks would leave the site requiring semi-trucks to use the designated truck route during the spring.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the request for a vacation of the roadway easement in Outlot D, a final plat, and a final PUD development plan for the construction of a 110,000 square foot industrial warehouse building, for property located on the west side of Auburn Path, with the conditions listed in the report and **the addition of a fourth condition requiring a sign be posted where trucks would leave the site requiring semi-trucks to use the designated truck route during the spring.**

Motion carried (9/0). This item goes to the City Council on June 11, 2018.

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

REPORT DATE: May 11, 2018

CASE NO: 18-22PUD

APPLICANT: John Allen (Industrial Equities)

REQUEST: Final Plat and Final PUD Development Approval for Industrial Equities Addition and Vacation of existing easement and right-of-way for public street

MEETING DATE: May 15, 2017

LOCATION: Auburn Path and Argenta Trail

COMPREHENSIVE PLAN: General Industrial

ZONING: I-2/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted the final plat and final development plan for the industrial office/warehouse development to be known as Industrial Equities. The project consists of a 110,000 square foot office/warehouse building with access from Auburn Path. The application also includes a vacation of an existing street right-of-way easement.

The City Council approved the preliminary plat and development plans for the project on March 26, 2018 with 26 conditions.

EVALUATION OF THE REQUEST

FINAL PLAT AND FINAL PUD DEVELOPMENT PLAN

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 26 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The final plat is consistent with Council's action on moving to vacate the street easement and allowing access by a private road over old Outlot D. The plat reflects the necessary easements required by the City Engineer.

Site Plan. The applicant proposed a revised site plan to Council assuming the road easement area would be vacated and that area could be used for development. The size of the building increased from 95,250 square feet to 110,000 square feet. All performance standards are still being met.

Open Space Plan. With the revised larger building footprint, open space provided is 37% which complies with requirements. Council approved flexibility to allow all the open space to be disturbed.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed comments from engineering and the city's consultants. Overall, there are some minor issues yet to be resolved, but the review is down to final comment. This condition has been satisfied.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for the necessary easements for the public sewer through the plat as prescribed by the City Engineer. This condition has been satisfied.

Condition #4 relating to dedication of regional trail easement. A separate trail easement document will be drafted and recorded with other required documents to retain the west 30 feet for the future County Mendota – Lebanon regional trail. The County has reviewed the plans and notes development would not hinder trail development. There is no timeframe for this segment to be built.

Condition #5 relating to park dedication. A cash contribution will be required to be paid at plat release. This will be collected when all documents are ready to be released for recording. Fee is 9.3 acres * \$5,000 = \$46,500.

Condition #6 relating to public street or private easement over Outlot D. The City Council approved the plan without the need for a public street in Outlot D. The plans have been revised to show this area as the site entrance road with parking. The applicant is requesting the access easement be vacated as part of this final plan review.

Condition #7 relating to providing trip generation report. The applicant hired a traffic engineer and submitted a trip generation report. The intent of the condition was to have background traffic information for the project. The report indicates the forecasted trips can be handled on the existing roadway network. This condition has been satisfied.

Condition #8 relating to revised landscape/reforestation plan. The applicant has provided a revised landscape/reforestation plan. Additional trees are shown to address the larger

building size; however, the plan is still short the equivalent of 56 overstory trees to satisfy the reforestation portion. Recommendation is to pay the shortage in cash to the tree reforestation fund at a rate of \$300.00 per tree. A total of \$16,800 shall be collected at time of plat release. This condition will be addressed in the development contract.

Condition #9 relating to planting location in trial easement. Dakota County has reviewed the grading and landscape plan and found they can work with both whenever the trail is constructed. Therefore, staff is not recommending any further changes to landscaping in the easement area.

Condition #10 relating to wetland report. Will submit wetland report when weather permits work to be done. Should be addressed in the development contract.

Condition #11 relating to screening of mechanical equipment. Will be reviewed during building permit review. Plans must show details of screening on roof.

Condition #12 relating to lighting style. Standard condition. Lighting will be reviewed at time of building permit.

Condition #13 relating to Fire Marshal review. The Fire Marshal has reviewed the plans and found them satisfactory. The Fire Marshal will do a final plan review at time of building permit.

Condition #14 relating to utilizing Eagan utilities. Council approved preliminary plans utilizing Eagan sewer via the joint powers agreement. NWA connection fees are not collected. Details of the joint powers agreement for this project will be addressed in the development contract.

Condition #15 relating to lighting illumination plan. A lighting plan has been submitted. The plan complies with the lighting maximums at the public street. Staff is requesting additional information regarding lighting on the north side of the property. More information must be provided to determine compliance. This will be completed prior to City Council review.

Condition #16 relating to storm water facilities maintenance agreement. The agreement will be drafted by the City Attorney and approved by the Council with the other approvals and agreements.

Condition #17 relating to open space agreement. The easement agreement will be drafted by the City Attorney and approved by Council with the other approvals and agreements.

Condition #18 and #19 relating to connection fees. Since the property will be served by the Eagan system, no NWA connection fees will be collected.

Condition #20 relating to amendments to plans. Standard condition listed in all NWA PUD's.

Condition # 21 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property.

Condition #22 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #23 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #24 relating to access to the cemetery to the east. The plans have been modified to reflect a driveway access approved by both parties. The applicant is responsible for construction. This condition has been satisfied.

Condition #25 relating to vacation of public road and waiver from property owner to north. This will be addressed with the development contract. The property owner to the north has already signed the petition to vacate the road.

Truck Traffic Routes

Engineering hired a consultant to do some pavement strength testing on Auburn Path and Argenta Trail to determine the truck axle load capacity to make sure the roads were of sufficient strength to accommodate the truck traffic for the users in the proposed development.

The testing indicated Auburn Path has sufficient strength to handle typical semi-truck traffic during spring load limit conditions. Argenta Trail from Opperman to Auburn Path has similar pavement strength. Opperman to TH 149 in Eagan has higher strength. Argenta Trail from 82nd Ave to Yankee Doodle does not have the same pavement strength and will have restrictions in the spring time. The City Engineer recommends that access to the facility be limited to using Auburn Path and Argenta Trail to Opperman to Hwy 149 as the designated truck access route. This will be added to the conditions of approval and be included in the development agreement.

STREET EASEMENT VACATION

Based on the Council's action to eliminate the street easement on Outlot D, the applicant has made application to vacate the street easement. An easement agreement was created in 2001 with the plat of Gene Worrell's Church Acres. The easement is over the entirety of Outlot D which will now be owned by the applicant and part of the final plat. The easement was for public street and utility purposes. The utility easement is still needed and is shown on the final plat.

The applicant has obtained signatures from the landowners to the north and east as part of the application process. These two properties would have benefit to the road, but neither want to pursue this as access to their property. Staff has no issues with the vacation request.

ALTERNATIVES

A. Approval.

- o Approval of the Final PUD Development Plans for Industrial Equities Addition subject to the following conditions:

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

Preliminary PUD conditions of approval

Final Plat

Site Plan

dated 3/22/18

Grading & Erosion Control Plan

dated 3/22/18

Utility Plan

dated 3/22/18

Open Space Plan

dated 5/9/18

Landscape Plan

dated 4/16/18

Building Elevations

dated 3/15/18

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
 3. Semi-truck traffic shall be limited to using Auburn Path and Argenta Trail to Opperman to Hwy 149. This shall be the designated truck access route.
- o Approval of the Street Easement Vacation over Outlot D, Gene Worrells Church Acres.

- B. Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Industrial Equities Addition and the street easement vacation subject to the conditions stated above.

ATTACHMENTS:

- Site Location Map
- Preliminary PUD conditions of approval
- Final Plat
- Site Plan
- Grading & Erosion Control Plan
- Utility Plan
- Open Space Plan
- Landscape Plan
- Building Elevations
- City Engineer Memo on truck access route
- Petition for vacation of public street
- Map of easement area to be vacated



Location Map

Case No. 18-22PUD



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

RESOLUTION NO. 18-62

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

CASE NO. 18-09PUD

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

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

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

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

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

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

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

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

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

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

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

18. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the

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

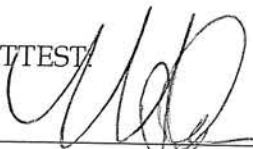
19. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.
20. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.
21. Appropriate access to the cemetery land to the east shall be provided via the proposed road for the development.
22. Developer shall obtain a waiver from the property owner to the north for any claims against the City with respect to vacation of the public road easement in Outlot D.

Passed this 26th day of March, 2018.

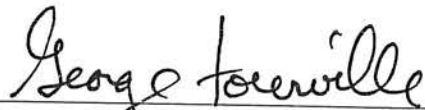
AYES: 4 (Tourville Absent)

NAYS: 0

ATTEST



Michelle Tesser, City Clerk



George Tourville, Mayor

INDUSTRIAL EQUITIES ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Industrial Equities Group, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Outlots A and D, GENE WORRELLS CHURCH ACRES, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as INDUSTRIAL EQUITIES ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF said Industrial Equities Group, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____

INDUSTRIAL EQUITIES GROUP, LLC

By _____
John N. Allen, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John N. Allen, Chief Manager of Industrial Equities Group, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
My Commission Expires Jan. 31, 20____

SURVEYOR'S CERTIFICATE

I, Jason Rud, 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 mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in MS 505.01, Subd. 3, as of the date of this certificate are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____

Jason E. Rud, Land Surveyor
Minnesota License Number 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jason E. Rud.

Notary Public, _____ County, Minnesota
My Commission Expires Jan. 31, 20____

INVER GROVE HEIGHTS PLANNING COMMISSION

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this _____ day of _____, 20____

Chairman _____ Secretary _____

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

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.

Mayor _____ Clerk _____

DAKOTA COUNTY SURVEYOR

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. Tollefson, Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS

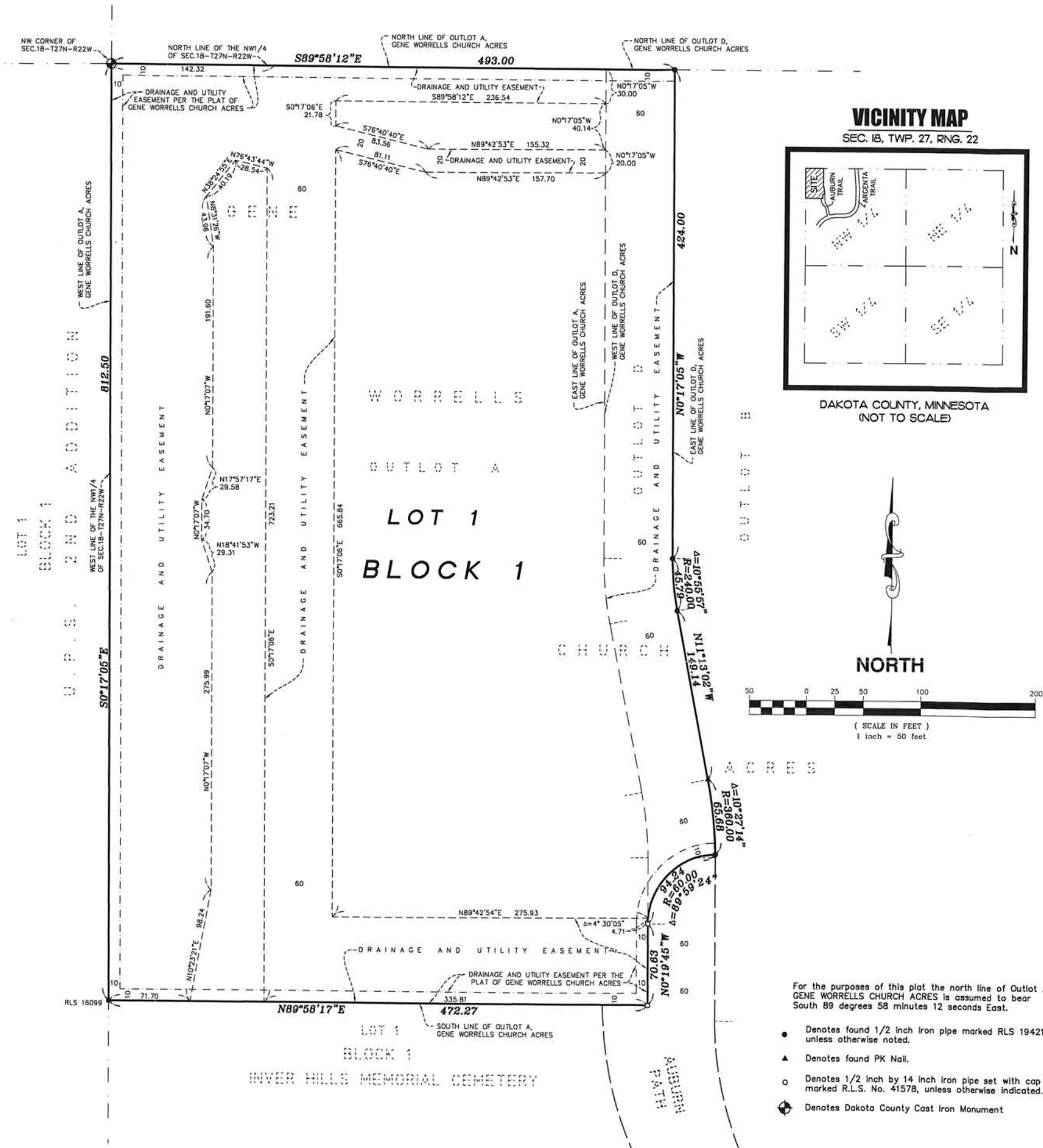
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this _____ day of _____, 20____

By: _____ Director
Department of Property Taxation and Records

DAKOTA COUNTY RECORDER

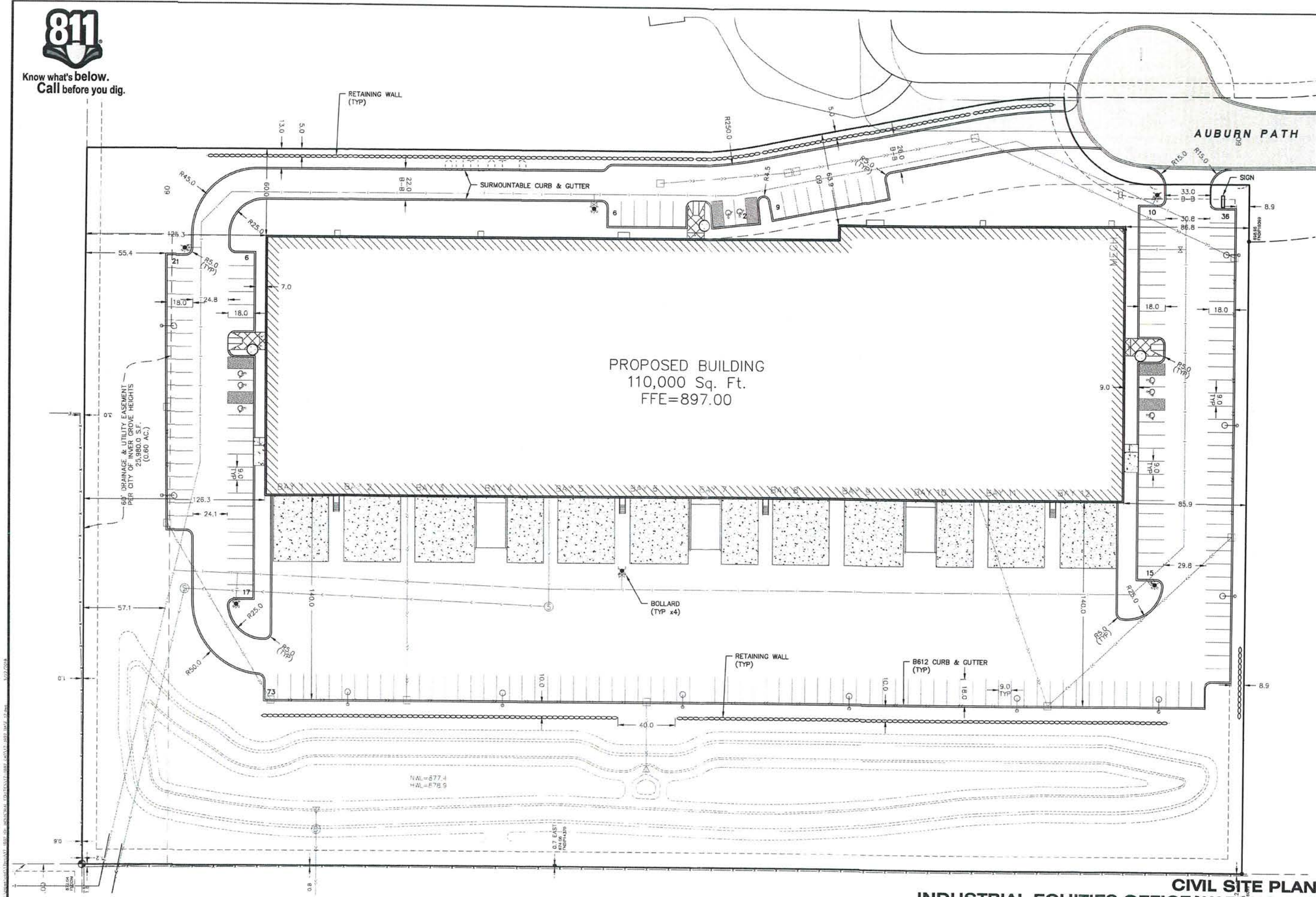
I hereby certify that this plat of INDUSTRIAL EQUITIES ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____ at _____ o'clock _____ M. and was duly filed in Book _____ of Plats _____ Page _____ as Document Number _____

By: _____ County Recorder





Know what's below.
Call before you dig.



CIVIL SITE PLAN
INDUSTRIAL EQUITIES OFFICE/WAREHOUSE

DRAWN BY:	DESIGN BY:
C.M.	C.W.P.
CHKD BY:	PROJ. NO.
C.W.P.	17-1692
ORIGINAL DATE:	
NOVEMBER 3, 2017	

DATE	REVISION DESCRIPTION
1/22/18	CITY COMMENTS
3/19/18	CITY COMMENTS/SITE PLAN REVISION
3/22/18	ADD CATCH BASIN 2A

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Charles W. Plowe
CHARLES W. PLOWE
DATE: 03.22.2018 LIC. NO. 18227

INDUSTRIAL EQUITIES
OFFICE/WAREHOUSE
INVER GROVE HEIGHTS, MN

CIVIL SITE PLAN

PREPARED FOR:
INDUSTRIAL EQUITIES


SITE PLANNING
& ENGINEERING
PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH



0 15 30
1 INCH = 30 FEET

C2



Know what's below.
Call before you dig.

NOTE:
T = TOP OF WALL
B = FINISHED GROUND ELEV
AT BOTTOM OF WALL

EARTHWORK VOLUME SUMMARY
Cut (C.Y.) Fill (C.Y.) Net (C.Y.)
19614.76 39767.17 20152.41 <Fill>

PROVIDE INLET SEDIMENT CONTROL FOR ALL STORM SEWER
INLETS WITHIN 24 HOURS OF STRUCTURE INSTALLATION.
PROVIDE ALSO FOR EXISTING STORM SEWER INLETS THAT
WILL RECEIVE RUN-OFF DURING SITE CONSTRUCTION.
LEAVE IN-PLACE UNTIL SITE HAS BEEN STABILIZED.
(TYP)

PROPOSED BUILDING
110,000 Sq. Ft.
FFE=897.00

GRADING, DRAINAGE & EROSION CONTROL PLAN
INDUSTRIAL EQUITIES OFFICE/WAREHOUSE

DRAWN BY: C.M. DESIGN BY: C.W.P.
CHKD BY: C.W.P. PROJ. NO. 17-1892
ORIGINAL DATE: NOVEMBER 3, 2017

DATE	REVISION DESCRIPTION
1/22/18	CITY COMMENTS
3/19/18	CITY COMMENTS/SITE PLAN REVISION
3/22/18	ADD CATCH BASIN 2A

I hereby certify that this plan was prepared by me
or under my direct supervision and that I am a
duly Licensed Professional Engineer under the
laws of the State of Minnesota.
Charles W. Plowe
CHARLES W. PLOWE
DATE: 03.22.2018 LIC. NO. 18227

INDUSTRIAL EQUITIES
OFFICE/WAREHOUSE
INVER GROVE HEIGHTS, MN
GRADING, DRAINAGE & EROSION
CONTROL PLAN

PREPARED FOR:
INDUSTRIAL
EQUITIES



SITE PLANNING
& ENGINEERING

PLOWE
ENGINEERING, INC.

8776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH

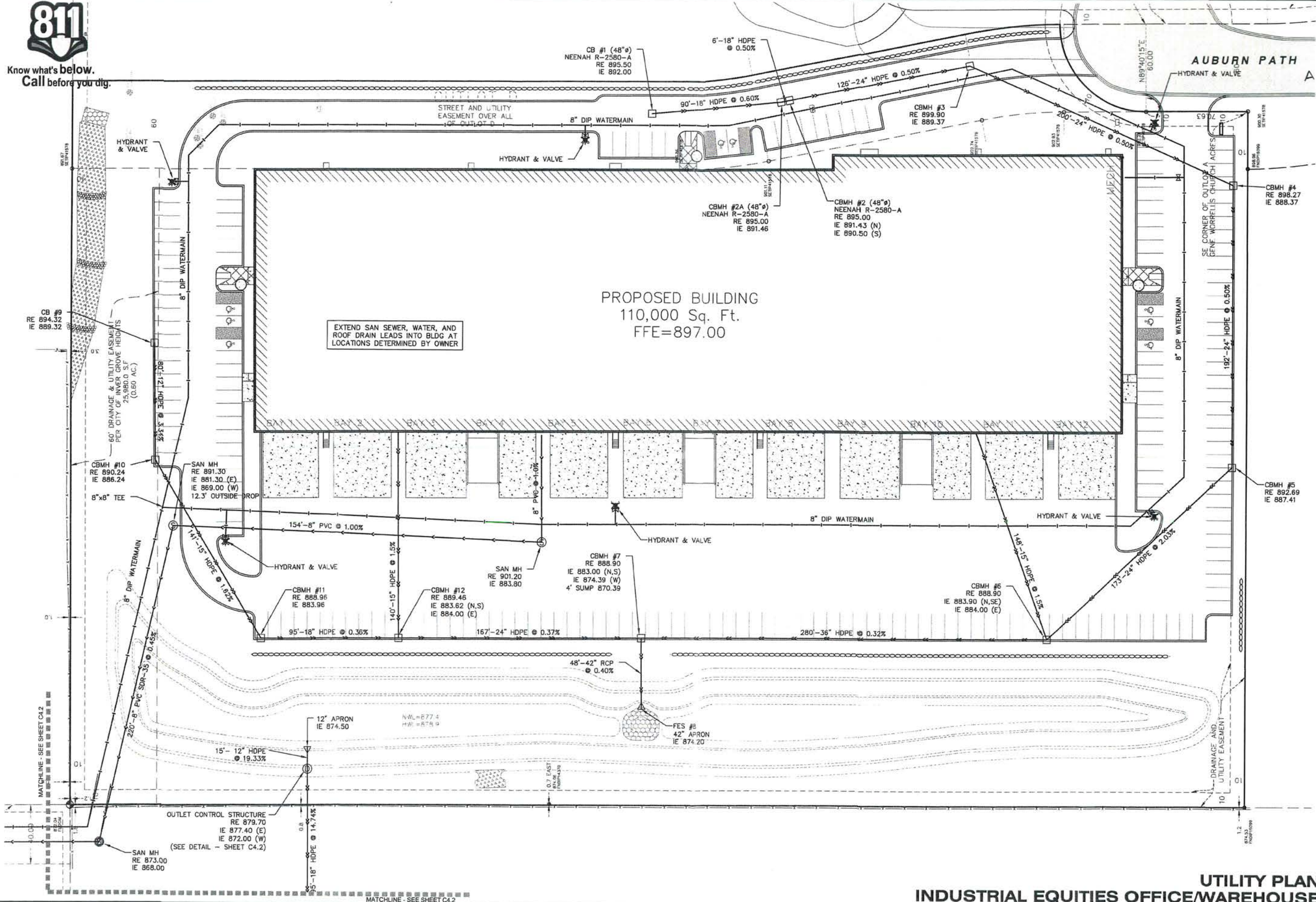


0 15 30
1" = 30 FEET

C3



Know what's below.
Call before you dig.



DRAWN BY: C.M. DESIGN BY: C.W.P.
CHECKED BY: C.W.P. PROJ. NO. 17-1692
ORIGINAL DATE: NOVEMBER 3, 2017

DATE	REVISION DESCRIPTION
1/22/18	CITY COMMENTS
3/19/18	CITY COMMENTS/SITE PLAN REVISION
3/22/18	ADD CATCH BASIN 2A

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Charles W. Plowe
CHARLES W. PLOWE
DATE: 03.22.2018 LIC. NO. 19227

INDUSTRIAL EQUITIES
OFFICE/WAREHOUSE
INVER GROVE HEIGHTS, MN

PREPARED FOR:
INDUSTRIAL
EQUITIES



SITE PLANNING
& ENGINEERING

PLOWE
ENGINEERING, INC.

6775 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-6210
FAX: (651) 361-6701

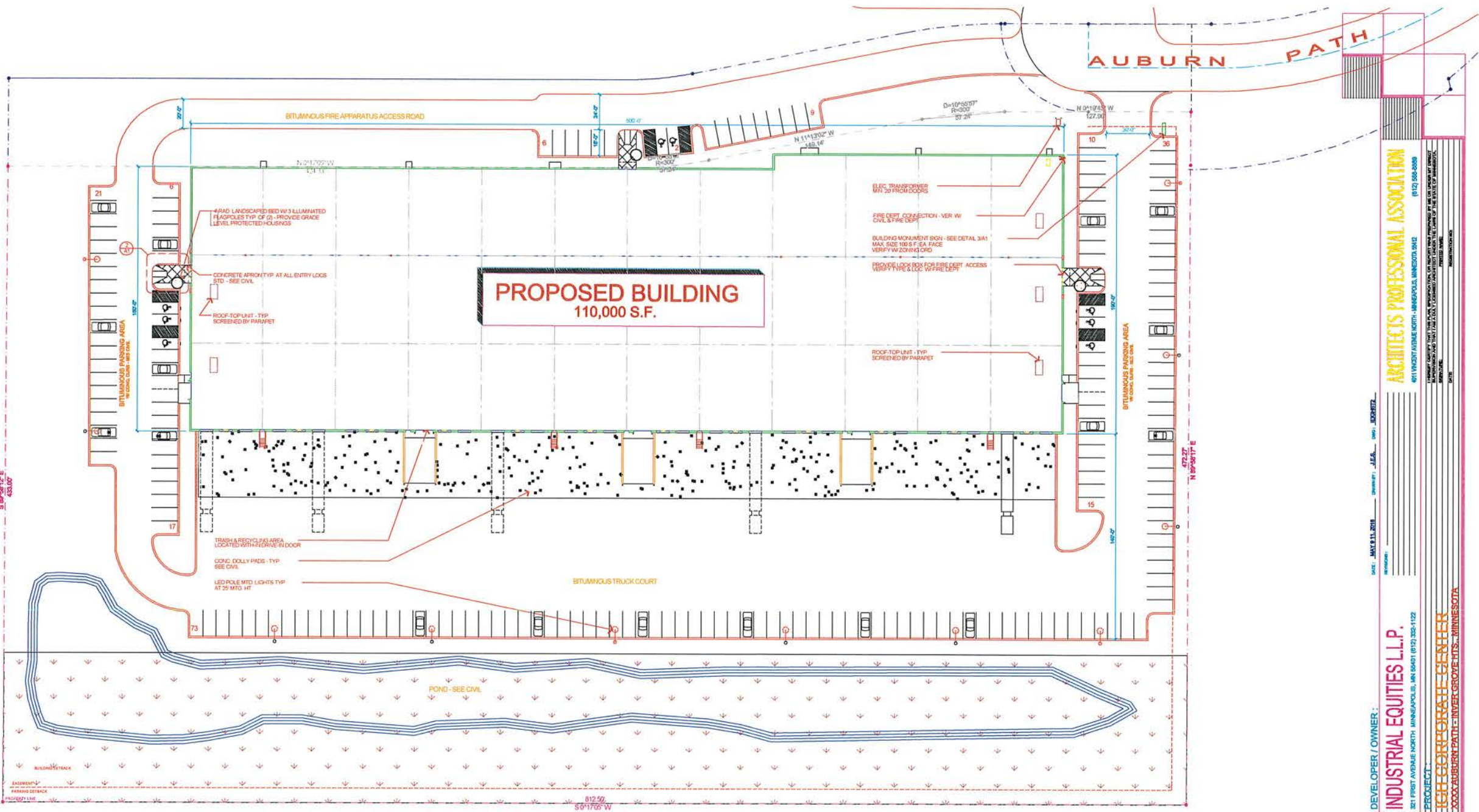
NORTH



0 15 30
1 INCH = 30 FEET

UTILITY PLAN
INDUSTRIAL EQUITIES OFFICE/WAREHOUSE

C4.1



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

PROJECT DATA :		
OWNER: INDUSTRIAL EQUITIES L.L.P. 321 FIRST AVENUE NORTH MINNEAPOLIS, MINNESOTA 55401 (612) 332-0332	ARCHITECT: ARCHITECTS PROFESSIONAL ASSOCIATION 4011 VINCENT AVENUE NORTH MINNEAPOLIS, MINNESOTA 55412 (612) 588-8889	BUILDING CODES: 2015 MN BUILDING CODE 2015 MN ACCESSIBILITY CODE
CIVIL ENGINEER: FLOME ENGINEERING, INC. 6776 LAKE DRIVE - SUITE 110 LINO LAKE, MINNESOTA 55014 (651) 361-8210	STRUCTURAL ENGINEER: INNOVATIVE STRUCTURAL SOLUTIONS 5279 KYLER AVENUE NE MAPLE GROVE, MINNESOTA 55369 (763) 425-9960	SITE AREA: 410,748 S.F. (9.43 ACRES.) BUILDING AREA: 110,000 S.F. SITE COVERAGE: 26.8% PARKING REQUIRED: OFFICE 30% (19,050/200) = 90 MFR/TECH 30% (28,575/250 + 1800) = 151 WH/SE 50% (47,625/2,000) = 24 TOTAL REQUIRED = 271 SPACES (75% = 203) PARKING PROVIDED: 184 SPACES @ 9 x 18 INCLU 6 ADA SPACES
LANDSCAPE ARCHITECT: CALYX DESIGN GROUP, LLC 1583 BERKELEY AVENUE ST. PAUL, MINNESOTA 55105 (651) 334-5489	ZONE: OPEN SPACE DATA: OCCUPANCY: CONSTRUCTION TYPE: CLEAR STORAGE HEIGHT: ALLOWABLE BUILDING AREA:	NORTHWEST SECTION OVERLAY DISTRICT DEVELOPMENT AREA = 410,748 S.F. OPEN SPACE (20%) REQD MNT = 82,150 S.F. CONTIGUOUS (102' DEEP) SPACE = 62,870 S.F. B, F, & S 1B W AUTOMATIC SPRINKLER UNLIMITED PER IBC SEC. 507

DRAWING INDEX :	
A-1	SITE PLAN & PROJECT DATA
A-2	FLOOR PLAN
A-3	ELEVATIONS

DATE: MAY 11, 2018 DRAWN BY: J.A.G. CHECKED BY: J.A.G.

DEVELOPER / OWNER: INDUSTRIAL EQUITIES L.L.P.
321 FIRST AVENUE NORTH MINNEAPOLIS, MN 55401 (612) 332-1122

PROJECT: IGH CORPORATE CENTER
XXXX AUBURN PATH - INVER GROVE HTS., MINNESOTA

ARCHITECTS PROFESSIONAL ASSOCIATION
4011 VINCENT AVENUE NORTH - MINNEAPOLIS, MINNESOTA 55412
(612) 588-8889

1. I warrant, certify, that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota.

DATE: MAY 11, 2018

SITE PLAN AND DATA
A-1
1 OF 3

General Notes:

- 1. Refer to Sheet L2 for Plant Schedule, Details, Notes, Seeding Mix, and Other Landscape Requirements.
- 2. See Civil Engineer's plans for site plan layout and dimensions.
- 3. Contractor to coordinate all work in the city right-of-way with City of Inver Grove Heights Public Works Department.
- 4. See Architect's plans for additional requirements regarding the site plan layout.

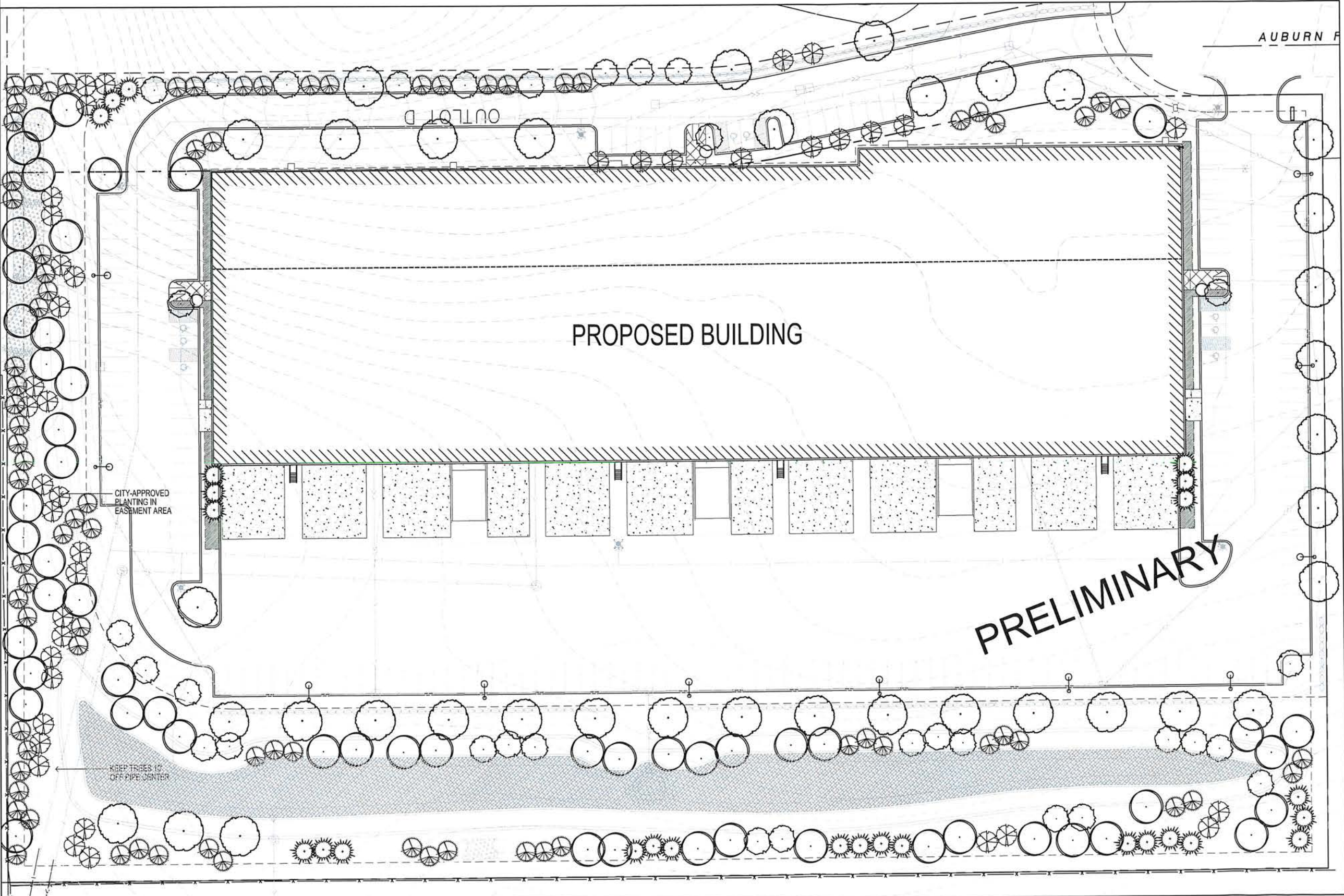
- 5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
- 6. Refer to Sheet L0 for Tree Mitigation (Re-Forestry) Plan.
- 7. Refer to Sheet L1 for New Development Landscape Plan.

Site Landscape Data:

Number of Original Trees On-Site: 99
Number of New Trees Proposed: 272
Tree Cover Net Density Increase: 275%

Landscape Symbols Legend:

- 37 Proposed Deciduous Overstory Trees
- 32 Proposed Ornamental Trees
- 26 Proposed Proposed Coniferous Trees
- 56 Proposed Mitigation Deciduous Overstory Trees
- 80 Proposed Mitigation Coniferous Overstory Trees
- 41 Proposed Mitigation Deciduous Understory Trees



OVERALL TREE PLANTING PLAN:

DRAWN BY:
M.F.

DESIGN BY:
B.H.

CHCKD BY:
B.H.

PROJ. NO.
18-108

ORIGINAL DATE:
JANUARY 10, 2018

DATE	REVISION DESCRIPTION
2/17/2018	CITY RE-SUBMITTAL
4/10/2018	CITY RE-SUBMITTAL

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of MINNESOTA.

BENJAMIN D. HARTBERG, PLA

LIC. NO.

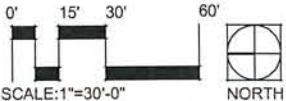
DATE:

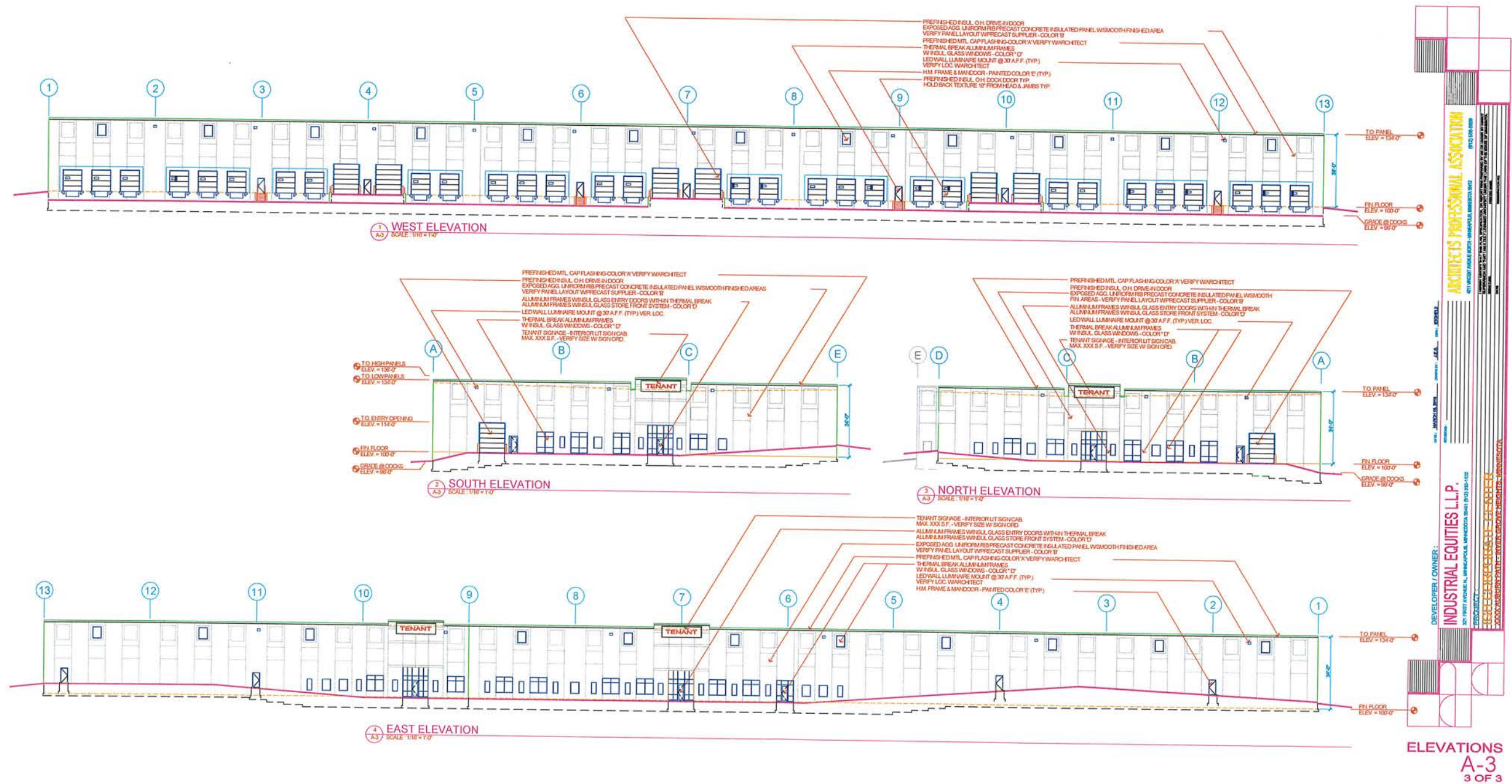
INDUSTRIAL EQUITIES
OFFICE / WAREHOUSE
INVER GROVE HEIGHTS, MN
OVERALL TREE PLANTING PLAN

PREPARED FOR:
INDUSTRIAL
EQUITIES

SITE PLANNING
& ENGINEERING
PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 351-8210
FAX: (651) 351-8701


CALYX DESIGN GROUP
Landscape Architecture
Sustainable Design
Planning
370 Selby Avenue
Decorum Building, Suite 301
Saint Paul, MN 55102
Telephone: 651.788.0018
Internet: www.calyxdesigngroup.com





Allan Hunting

From: Thomas J. Kaldunski, P.E.
Sent: Thursday, May 10, 2018 8:53 AM
To: 'Matt Allen'
Cc: 'Charles Plowe Sr'; Allan Hunting; Mike Edwards; LRose@levander.com; Timothy J. Kuntz
Subject: Industrial Equities Access to site On Auburn Path

Matt,

This is a follow up to the Geotech testing conducted on Auburn Path and Argenta Trail near your proposed facility . The Geotech testing indicates that the Auburn Path has sufficient strength to handle typical semi traffic during spring conditions . In addition, the testing indicates that Argenta Trail from Opperman to Auburn Path has similar pavement strength and is suitable for semi traffic. Opperman to TH 149 is also a higher strength road in Eagan . The testing indicated that Argenta Trail from 82nd to Yankee Doodle Path does not have the same pavement strength and it will have restriction during spring time .

It is the recommendation of the engineering division that access to your facility be limited to using Auburn Path and Argenta Trail to Opperman to Hwy 149 as your designated truck access route . Planning will include this designated haul route in the report discussing the approval of your project . Make sure any users of your building are aware of this requirement if the project advances.

Tom

PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

We the undersigned, being fee owners and contract vendees of all property abutting the following described property within the City of Inver Grove Heights, Dakota County, MN, do hereby petition the City of Inver Grove Heights to vacate the following described property—

out of D

(LEGAL DESCRIPTION OF PROPERTY TO BE VACATED)

We, for ourselves, assigns, heirs and successors, do hereby waive and release the City of Inver Grove Heights from all judgments, damages, actions, causes of actions, claims and demands of every kind of nature in law and in equity, whether presently known or unknown, foreseen or unseen, fixed or contingent and howsoever originating or existing which may arise out of or in any way be related to the Vacation of said Street/Alley/Easement.

We understand that if the Street/Alley/Easement is vacated, the City shall not be obligated to repair, maintain, improve or plow said Street/Alley/Easement.

Dated this April day of 13th, 2018.

SIGNATURE OF OWNER

AuthentiSIGN®

Richard J. Lawrence

(NAME) 12:51:19 PM CPT

xxxx Auburn Path

(ADDRESS)

Inverglade Heights

PROPERTY DESCRIPTION

PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

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Outlot D

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We understand that if the Street/Alley/Easement is vacated, the City shall not be obligated to repair, maintain, improve or plow said Street/Alley/Easement.

Dated this 10th day of April, 2018.

SIGNATURE OF OWNER

PROPERTY DESCRIPTION

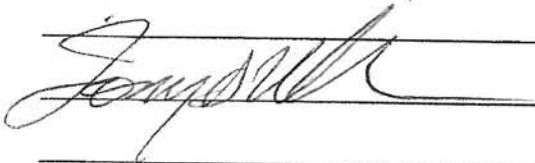
Tony D. Weber

(NAME)

8225 Argenta TR

(ADDRESS)

Inver Grove Hts, MN 55077



PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

SIGNATURE OF OWNER

James M. [Signature]
(NAME)

(ADDRESS)

PROPERTY DESCRIPTION

PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

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Outlot D

(LEGAL DESCRIPTION OF PROPERTY TO BE VACATED)

We, for ourselves, assigns, heirs and successors, do hereby waive and release the City of Inver Grove Heights from all judgments, damages, actions, causes of actions, claims and demands of every kind of nature in law and in equity, whether presently known or unknown, foreseen or unseen, fixed or contingent and howsoever originating or existing which may arise out of or in any way be related to the Vacation of said Street/Alley/Easement.

We understand that if the Street/Alley/Easement is vacated, the City shall not be obligated to repair, maintain, improve or plow said Street/Alley/Easement.

Dated this 12 day of April, 2018.

SIGNATURE OF OWNER

David E Jansen

(NAME)

David E Jansen

(ADDRESS)

7985 Argenta Trl

Inver Grove Heights, MN 55077

PROPERTY DESCRIPTION

SECTION 7 TWN 27 RANGE 22

S 328.15 FT OF W 660 FT OF SW 1/4

OF SW 1/4

PETITION FOR THE VACATION OF A PUBLIC
STREET/ALLEY/EASEMENT IN THE CITY OF
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

1821803

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

2001 OCT 18 A 8:00

1821803

DOC. NO.

JOEL T. BECKMAN, COUNTY RECORDER

FEE 5.00 Deputy 5.00CASH ☐ CHECK ☒ ESCROW ☐WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

RETURN TO:

GENE WORRELL

1920 DONEGAL DRIVE

WOODBURY, MN 55125

1821803

Easement Agreement

THIS AGREEMENT, made this 5th day of September, 2001, between Riverview Cemetery Association of Emmanuel Lutheran Church of Saint Paul, Minnesota, also known as Riverview Cemetery Association, a non-profit corporation under the laws of the State of Minnesota, ("Landowner"), and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, ("City").

For valuable consideration, Landowner grants, sells, and conveys to the City, its successors and assigns, forever, a permanent easement and right-of-way for public street and utility purposes, including, without limitation, the construction, maintenance, repair and replacement of the street and utilities and uses incident thereto, in, under, through and upon the real property situated in Dakota County, Minnesota, described as:

Outlot D, Gene Worrell's Church Acres, according to the plat thereof on file and of record with the Dakota County Recorder.

EXEMPT FROM STATE DEED TAX

The easement rights granted to the City, its contractors, agents and servants herein, include the right to enter upon the easement area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain in the easement area any improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of said pipes, conduits or mains and the further right to remove or otherwise dispose of all earth or other material excavated from this easement and right-of-way as the City may deem fit and to remove from the easement area trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the easement area, the public street, utilities, pipes, conduits, or mains.

DATE RECEIVED 10-17-01
DAKOTA COUNTY
TREASURER-AUDITOR

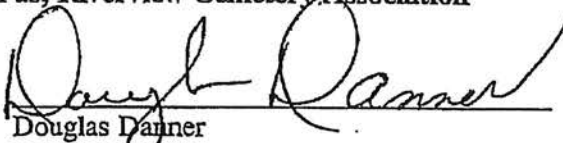
The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed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

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

Landowner, its successors and assigns, does hereby covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises and has good right to grant and convey the easement and right-of-way in this Agreement to City.

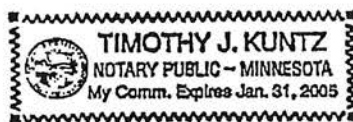
Riverview Cemetery Association of Emmanuel
Lutheran Church of Saint Paul, Minnesota, also
known as, Riverview Cemetery Association

By:


Douglas Danner
Its President

STATE OF MINNESOTA)
)ss:
COUNTY OF DAKOTA)

On this 5th day of September, 2001, before me, a notary public within and for said county, personally appeared **Douglas Danner** to me personally known who, being by me duly sworn, did say that he is the President of Riverview Cemetery Association of Emmanuel Lutheran Church of Saint Paul, Minnesota, also known as, Riverview Cemetery Association, the non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said Riverview Cemetery Association by authority of its Board of Directors, and that said instrument is the free act and deed of said Riverview Cemetery Association.




Notary Public

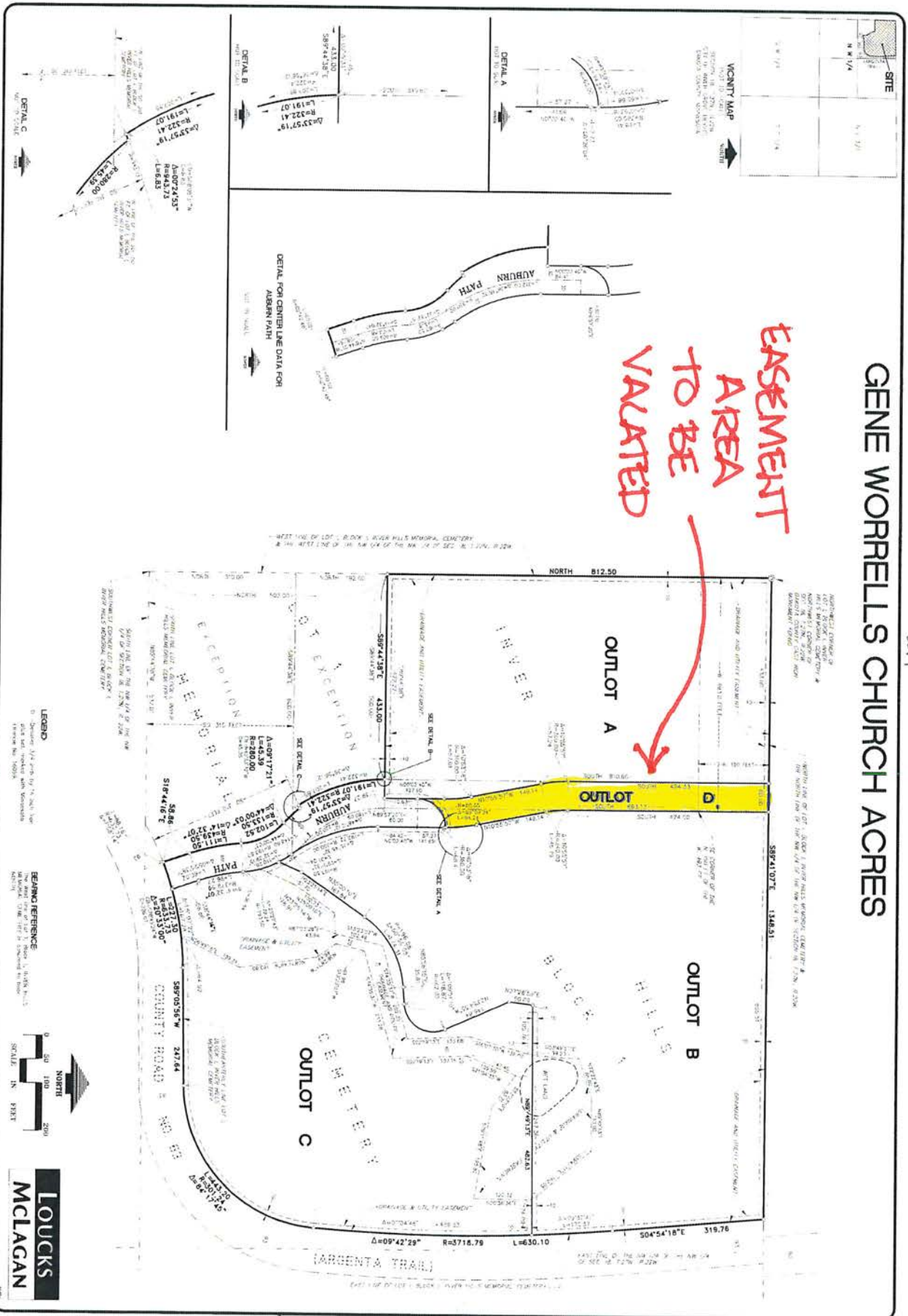
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

copy

GENE WORRELLS CHURCH ACRES

EASEMENT
AREA
TO BE
VACATED



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FUEL OIL SERVICE CO. (HOLIDAY GAS STATION) - Case No. 18-23C

Meeting Date: June 11, 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 Conditional Use Permit Amendment to construct a new 7,300 square foot convenience store with gas sales located at 7020 South Robert Trail.

- Requires a 4/5th's vote.
- 60-day deadline: June 15, 2018 (first 60 days)

SUMMARY

The applicant is proposing to reconstruct the site and build a 7,300 square foot store with a car wash. The existing building is approximately 2,400 square feet. The building and gas canopy would be re-oriented to be parallel to 70th Street. The access points were designed around the round-a-bout that will be constructed at Hwy 3 and 70th.

ANALYSIS

The project complies with all performance standards of the B-3 zoning district and zoning ordinance.

The development would be built on two lots and therefore platting is required. The landowner has applied for preliminary and final plat approval which is currently under review.

RECOMMENDATION

Planning Division. Recommends approval of the CUP Amendment with the conditions listed.

Planning Commission. The Planning Commission also recommends approval (9-0).

Attachments: Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
TO RECONSTRUCT THE EXISTING CONVENIENCE STORE WITH GAS SALES**

(Fuel Oil Service Co., Holiday Stationstores)
Case No. 18-23C

WHEREAS, the request is for the property located at 7020 South Robert Trail and legally described as:

Commencing at the Northwest corner of Section 8, Township 27, Range 22, Dakota County, Minnesota according to the Government Survey thereof thence running East 450.00 feet; thence South 250.00 feet; thence West 450.00 feet; thence North 250.00 feet to the point of beginning.

Together with

Lot 2, Block 2, Deka Estates, according to the plat on file and of record in the Office of the County Recorder, Dakota County, Minnesota.

WHEREAS, an application for a conditional use permit amendment has been submitted to allow reconstruction of the site with a new 7,300 square foot convenience store with gas sales;

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

WHEREAS, convenience store with gas sales is a conditional use in the B-3 District;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 15, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to reconstruct the existing convenience store with gas sales is hereby approved subject to the following conditions:

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

Site Plan	dated 4/30/18
Grading Plan	dated 4/30/18
Utility Plan	dated 4/30/18
Landscape Plan (2 sheets)	dated 4/30/18
Exterior Elevations (2 sheets)	dated 3/19/18

3. Prior to issuance of permits, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. The two parcels shall be required to be platted in a form and lot configuration to be determined. Drainage and utility easements shall be provided on the plat as required by the Director of Public Works.
5. Prior to issuance of building permits, the applicant must obtain an access easement agreement with the abutting property, or in the alternative, the access be modified to be located all on the applicant property provided Dakota County approves the access design.
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 construction, the Developer and Owner shall enter into a Development Contract and Storm Water Facilities Maintenance Agreement with the City.
10. Resolution No. 3916 shall become null and void and shall be replaced with the conditions of this resolution.

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 11th day of June, 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: **FUEL OIL SERVICE CO (HOLIDAY GAS STATION) – CASE NO. 18-23C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit amendment to demolish the existing gas station building and construct a new building with a car wash, along with other property improvements, for the property located at 7020 South Robert Trail. 13 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 take advantage of the anticipated road closure for the roundabout project to demolish the existing 2,400 square foot building and reconstruct a new 7,300 square foot gas station with a slightly different orientation. The new building would include a car wash, two access points (one on Highway 3 and one on 70th Street), and new pump islands. The applicant owns two lots; one with the existing gas station and the other just to the south that will be used for stormwater ponding. One of the conditions of approval is that the two lots be combined through platting. Staff recommends approval of the request with the conditions listed.

Commissioner Simon asked if the gas station would be on City sewer and water.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked if the existing underground tanks would be disrupted or removed.

Mr. Hunting stated the applicant will remove the existing underground tanks and install new tanks.

Opening of Public Hearing

Casey Beaton, Holiday Stationstores, advised he was available to answer any questions.

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

Mr. Beaton replied in the affirmative.

Commissioner Wippermann asked what progress they were making in obtaining an easement for the 70th Street entrance.

Mr. Beaton replied that the neighborhood agreement and platting process were underway.

Chair Maggi complimented the applicants on taking advantage of this opportunity to refresh and

May 15, 2018

Page 2

expand their building.

Kathleen Gesme, 7085 Allen Way, questioned how much dirt would be brought in to build the new structure as there was a steep hill in that location. She asked for clarification of whether there was a holding tank on site and, if so, what it would hold.

Mr. Hunting responded that the slopes, erosion control, etc. associated with the additional fill being brought in complied with engineering standards. Also, what appeared to be a holding tank was actually an infiltration basin for stormwater runoff from the site.

Ms. Gesme questioned what the quality of that pond would be, as currently the water runs into a slough.

Mr. Hunting explained that infiltration basins are not intended to have standing water and would typically be dry except after large rains.

Commissioner Simon asked for clarification of the proposed location of the western driveway.

Mr. Hunting pointed out the proposed location.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to recommend approval of a conditional use permit amendment to demolish the existing gas station building and construct a new building with a car wash, along with other property improvements, for the property located at 7020 South Robert Trail, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on June 11, 2018.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE:	May 11, 2018	CASE NO.: 18-23C
APPLICANT:	Fuel Oil Service Co. (Holiday Stationstores)	
PROPERTY OWNER:	Fuel Oil Service Co.	
REQUEST:	Conditional Use Permit Amendment	
LOCATION:	7020 South Robert Trail	
HEARING DATE:	May 14, 2018	
COMPREHENSIVE PLAN:	Mixed Use	
ZONING:	B-3, General Business, Northwest Area Overlay	
REVIEWING DIVISIONS:	Planning Engineering	PREPARED BY: Allan Hunting City Planner

BACKGROUND

With the complete Hwy 3 road closure for the round-a-bout project at 70th, The applicant is going to take the opportunity to reconstruct the existing gas station. The proposal is to re-orient the building to the east side of the lot and have the front facing Hwy 3. The pump island canopy would be relocated in the same orientation. The new building would include a car wash on the on the backside, or east side of the building. Two access points, one each on Hwy 3 and 70th Street would be located to match the design of the new round-a-bout. Total size of the new building would be 7,300 square feet. The existing building is approximately 2,400 square feet. Parking would be provided on three sides of the building. New double walled fiberglass underground tanks would be installed with all up to date dispensing systems.

The property is in the Northwest Area; however, Section 10-13J-4B of the code has an exemption for structures existing on or before the effective date of the ordinance. The rules of the Northwest Area Ordinance do not apply until a property is subdivided. In this case, there is nothing in the code that requires subdividing the property. The project is then reviewed against the standard performance standards in the general sections of the code and not against the Northwest Area Overlay District standards.

The application request consists of A Conditional Use Permit Amendment to approve a new site plan and conditions for the property. The original conditional use permit for a motor-fuel station was approved May 11, 1987.

SURROUNDING USES

The subject property is surrounded by:

North	Vacant; zoned PUD; guided Mixed Use and LMDR
East	Single family home; zoned A; guided Mixed Use
West	Single family homes; zoned A; guided LMDR
South	Vacant (storm ponding); zoned A; guided Mixed Use

EVALUATION OF REQUEST

Conditional Use Permit Amendment Review

Bulk Standards. The charts below indicate that the proposed development is in compliance with all the required setback and bulk standards for the B-3 zoning district.

Setback/Bulk Standards For the B-3 District			
Standard	Required Standard	Proposed	Status
Front Yard Setback - Building	30 ft	60 ft	Compliant
	Canopy 30 ft	50 ft	Compliant
Side Yard Setback - Building	10 ft	65 ft	Compliant
	Canopy 10 ft	39 ft	Compliant
Rear Yard Setback - Building	30 ft	62 ft	Compliant
	Canopy 30 ft	30+ ft	Compliant
Building Coverage (max)	N/A	N/A	
Building Height	35 ft.	22 ft	Compliant
Impervious Surface (max)	100%	83%	Compliant

Exterior Building Materials. The exterior materials consist of stucco, stone brick on all sides of the building. All materials comply with exterior standards.

Access. The site will have one access point on Hwy 3 and 70th Street per the round-a-bout plans. The applicant has been coordinating with MnDOT and the County to ensure plans all meet requirements.

As proposed, the proposed access to 70th Street is part on the subject property and part on the neighboring property to the east. The location is dictated by spacing and the design of the round-a-bout. There is also an access road leading to the storm water ponds to the south

that is on the property to the east. The applicant must obtain an access easement agreement with this property owner before any permits can be issued for the site.

Lighting. A lighting plan and cut sheets of the light fixtures have been submitted. The lighting, including the under-canopy lighting complies with the flat lens recessed bulb standards.

Parking. The applicant is proposing parking on three sides of the building. A total of 26 spaces plus at pump island are proposed. The ordinance requires a total of 16 spaces. Total parking space requirement has been met.

The code requires five stacking space for a car wash. Car wash direction is south to north. There is ample stack for cars based on the design.

The standards for off-street parking setbacks are listed below.

Parking Setbacks in B-3 Zoning District			
Setback	Required Standard	Proposed	Status
Front	10 ft	10+ ft	Compliant
Side	5 ft	5 ft	Compliant
Rear	5 ft, 10 ft abutting residential	30 ft	Compliant

Signage. Proposed wall signage would comply with B-3 standards. Applicant indicated the existing free-standing sign will remain at its existing location. The sign does not meet current setbacks (10 ft) and therefore is a legal non-conforming sign. Any new sign facing could be no larger than existing.

Mechanical Units. The proposed elevations show mechanical equipment to be screen with a screen wall which would comply with city code.

Grading, Drainage, & Utilities. The applicant owns two lots, one with the existing gas station and the other to the south that will be used for storm water ponding. The southerly parcel will contain ponding for the gas station, round-about needs and contains a regional basin. Engineering has reviewed the plans and finds the proposed design acceptable. An improvement agreement and storm water maintenance agreement will be needed to address the construction and maintenance of the facilities. Because the storm pond is located on a separate parcel from the gas station, one of the conditions of approval is that the two lots be combined through platting so everything occurs on the same lot.

Landscape Standards. A landscape plan has been submitted which reflects tree plantings along the north and east sides of the site with shrubs on the back side of the building, around the trash enclosure and around the free standing sign at the corner. The ordinance requires a total of 11 overstory trees to be planted. The proposed plan provides 11 overstory trees and additional shrub plantings which satisfy landscaping requirements.

Development Agreement. A development contract will be required to address site improvements and storm ponds. The developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before permits are issued. This requirement assures the City that these improvements will be constructed to the satisfaction of the City.

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 Conditional Use Permit Amendment to reconstruct the existing convenience store with gas sales subject to the following conditions:
 - 1. The development shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 4/30/18
Grading Plan	dated 4/30/18
Utility Plan	dated 4/30/18
Landscape Plan (2 sheets)	dated 4/30/18
Exterior Elevations (2 sheets)	dated 3/19/18
 - 3. Prior to issuance of permits, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
 - 4. The two lots shall be combined through platting so the entire project is on one lot. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
 - 5. Prior to issuance of building permits, the applicant must obtain an access easement agreement with the abutting property, or in the alternative, the access be modified to be located all on the applicant property provided Dakota County approves the access design.

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 be visible from property lines.
8. All plans shall be subject to the review and approval of the Fire Marshal.
9. Prior to construction, the Developer and Owner shall enter into a Development Contract and Storm Water Facilities Maintenance Agreement with the City.
10. Resolution No. 3916 shall become null and void and shall be replaced with the conditions of this resolution.

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

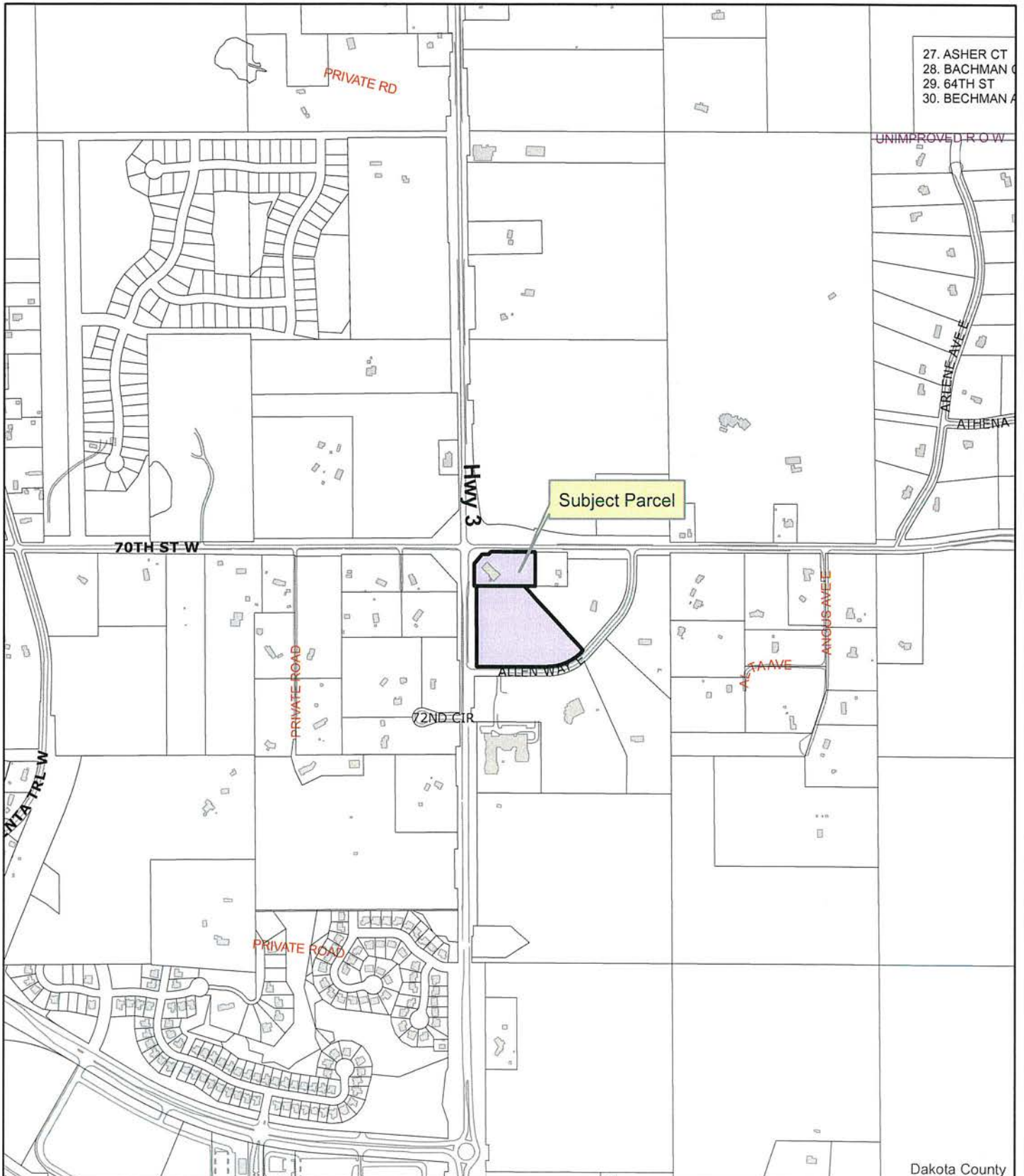
Staff recommends approval of the conditional use permit amendment as proposed.

Attachments: Location Map
Applicant Narrative
Site Plan
Grading Plan
Utility Plan
Landscape Plan
Exterior Elevations (2 sheets)



Location Map

Case No. 18-23C





HOLIDAY STATIONSTORES, LLC.

4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

2018.04.16
Attn. Alan Hunting
City Planner
651.450.2554p
651.259.8044f

RE: Written Narrative for Conditional Use Permit Amendment

Dear Sir,

This narrative accompanies the Conditional Use Permit application for the amendment of an existing CUP, Resolution No. 3916 for the property legally described as follows:

--West 200ft. of N 150ft. of NW1/4 of Sec. 8, T27N, R22W

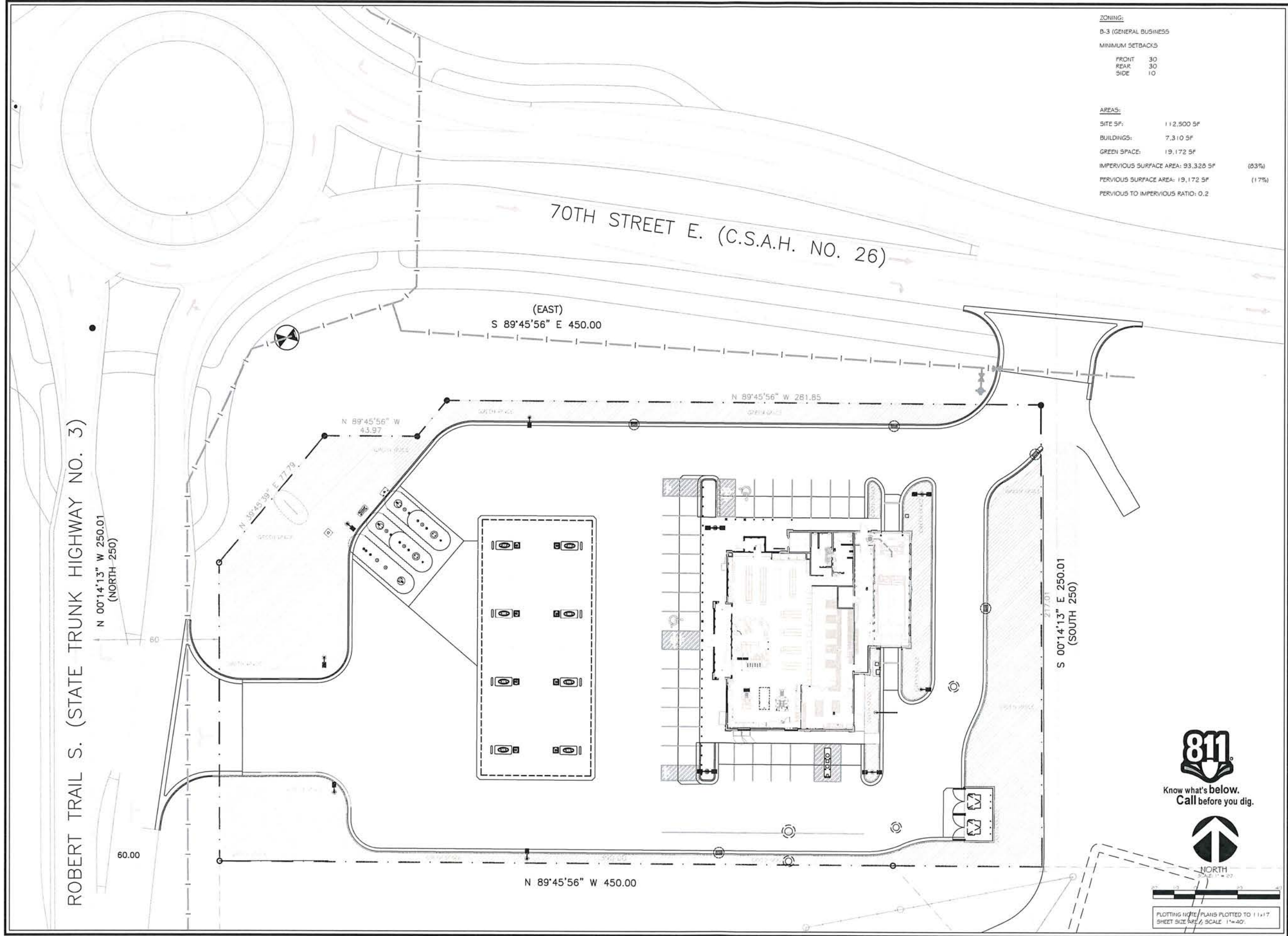
Holiday Stationstores on the behalf of property owners Steve Dahl and Josh Kath are requesting an amendment to the existing conditional use permit granted in May 1987 for the construction of a Motor Fuel Station on the property. The purpose of CUP amendment is for demolishing the existing facility and structures and building a new Motor Fuel Station in its place on the property. The rebuilding is to be done in coordination with the adjacent roadwork scheduled for Summer 2018. The proposed rebuild is an effort to address the new site access points resulting from the roadwork, provide better accommodations to individuals of all abilities, handle a larger volume of customers resulting from the roadwork changes, add a new car wash, and provide a nicer facility on the property.

The existing site consists of a nominal 2,400sf convenience store building and an attached fuel canopy with eight (8) fueling positions. Parking is provided on either side of the building with wheelchair access passing through a drive lane between the fuel islands and the store entrance doors. The proposed rebuild includes demolishing the existing c-store, fuel canopy, fuel tanks and piping, and other supporting structures and building a new nominal 5,700sf c-store, attached 1,600sf car wash, and 6,200sf fuel canopy with sixteen (16) fueling positions. The new site offers up-front parking with two (2) accessible parking spaces flush with the sidewalk and out of the traffic lanes. New double-wall fiberglass fuel tanks, double-wall piping, state-of-the-art fuel dispensers, and other structures will be constructed and installed on-site in accordance with all building, fire, petroleum, ADA, and city codes. All plans to-date have been developed in coordination with the city of Inver Grove Heights, Dakota County, and the State of MN to match the proposed roadwork details and site requirements, including approach locations and widths, grading, and other details. All construction drawings will be submitted for review by the City, MN State Department of Agriculture (Health Department), and other required reviewing entities prior to construction commencing.

Any requests for additional revisions or clarification may be sent to myself, Casey Beaton.
casey.beaton@holidaycompanies.com or 952.832.8694

Regards,

Casey A. Beaton
Manager – Store Planning and Assets
Holiday Stationstores, LLC.



ZONING:
D-3 (GENERAL BUSINESS)
MINIMUM SETBACKS
FRONT 30
REAR 30
SIDE 10

AREAS:
SITE SF: 112,500 SF
BUILDINGS: 7,310 SF
GREEN SPACE: 19,172 SF
IMPERVIOUS SURFACE AREA: 93,328 SF (83%)
PERVIOUS SURFACE AREA: 19,172 SF (17%)
PERVIOUS TO IMPERVIOUS RATIO: 0.2

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131
Plymouth, Minnesota 55447
763.383.8400
Fax 763.383.8440

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Signed _____ Robert J. Mueller
Date _____ Reg. No. 19306



Holiday
STATIONSTORE
#3556

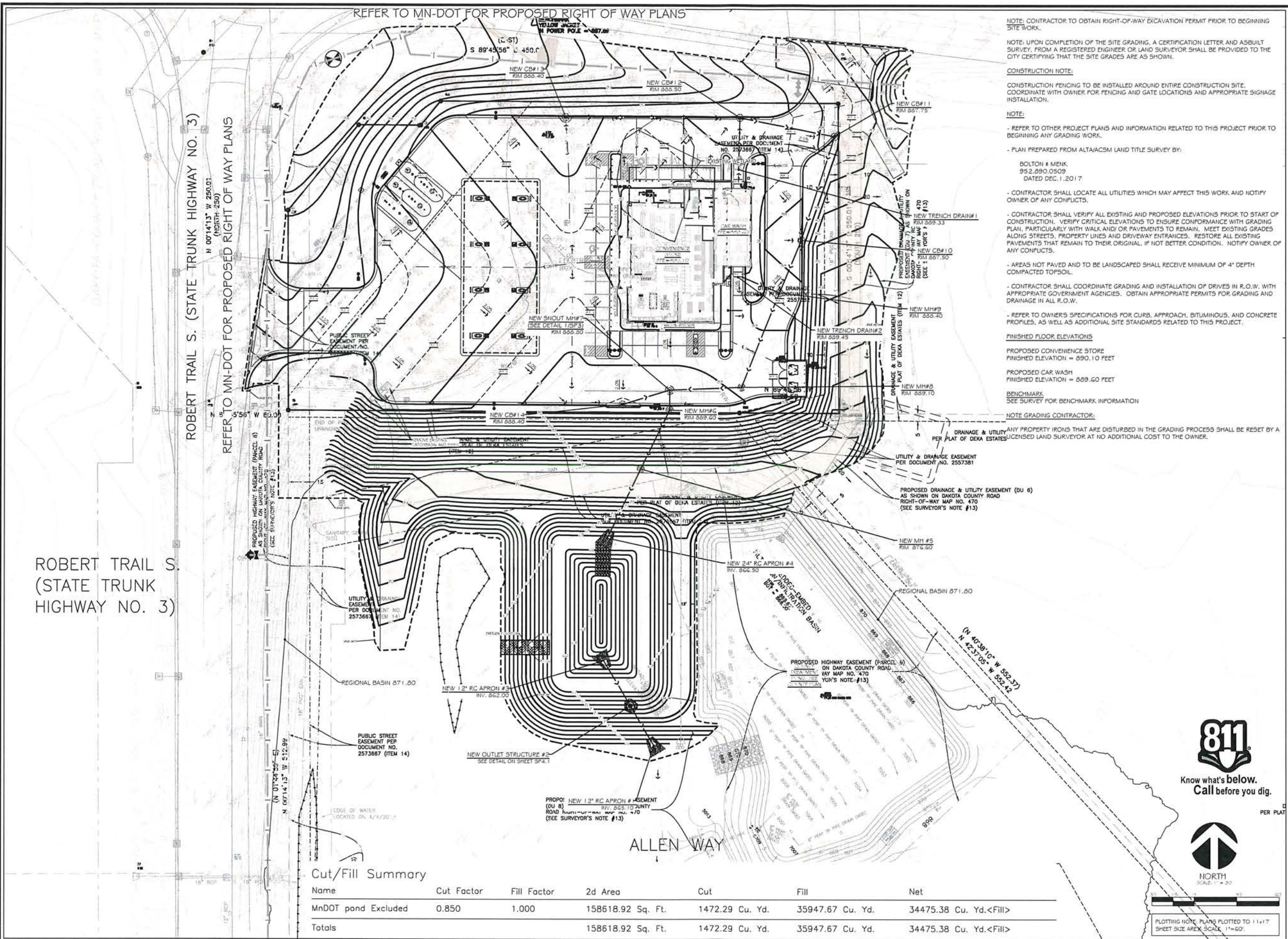
INVER GROVE HEIGHTS, MN

PROJECT NUMBER: _____
DRAWN BY: _____ X
CHECKED BY: _____ X

MARK: _____ REVISION / ISSUE: _____ DATE: _____
PLANNING SUBMITTAL MARKS/2018
CITY COMMENTS APR/20/2018

SITE PLAN

SP



NOTE: CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK.

NOTE: UPON COMPLETION OF THE SITE GRADING, A CERTIFICATION LETTER AND ASBUILT SURVEY, FROM A REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE AS SHOWN.

CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

NOTE:

- REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.

- PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY:

BOLTON & MENK
952.690.0509
DATED DEC. 1, 2017

- CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.

- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.

- CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRIVES IN R.O.W. WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.

- REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.

FINISHED FLOOR ELEVATIONS

PROPOSED CONVENIENCE STORE
FINISHED ELEVATION = 890.10 FEET

PROPOSED CAR WASH
FINISHED ELEVATION = 889.60 FEET

BENCHMARK
SEE SURVEY FOR BENCHMARK INFORMATION

NOTE GRADING CONTRACTOR:

ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A PERMIT OF DEKA ESTATES LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
MnDOT pond Excluded	0.850	1.000	158618.92 Sq. Ft.	1472.29 Cu. Yd.	35947.67 Cu. Yd.	34475.38 Cu. Yd.<Fill>
Totals			158618.92 Sq. Ft.	1472.29 Cu. Yd.	35947.67 Cu. Yd.	34475.38 Cu. Yd.<Fill>

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131
Plymouth, Minnesota 55447
763.383.8400
100.753.183.8400

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Signed _____ Robert J. Mueller
Date _____ Reg. No. 19306

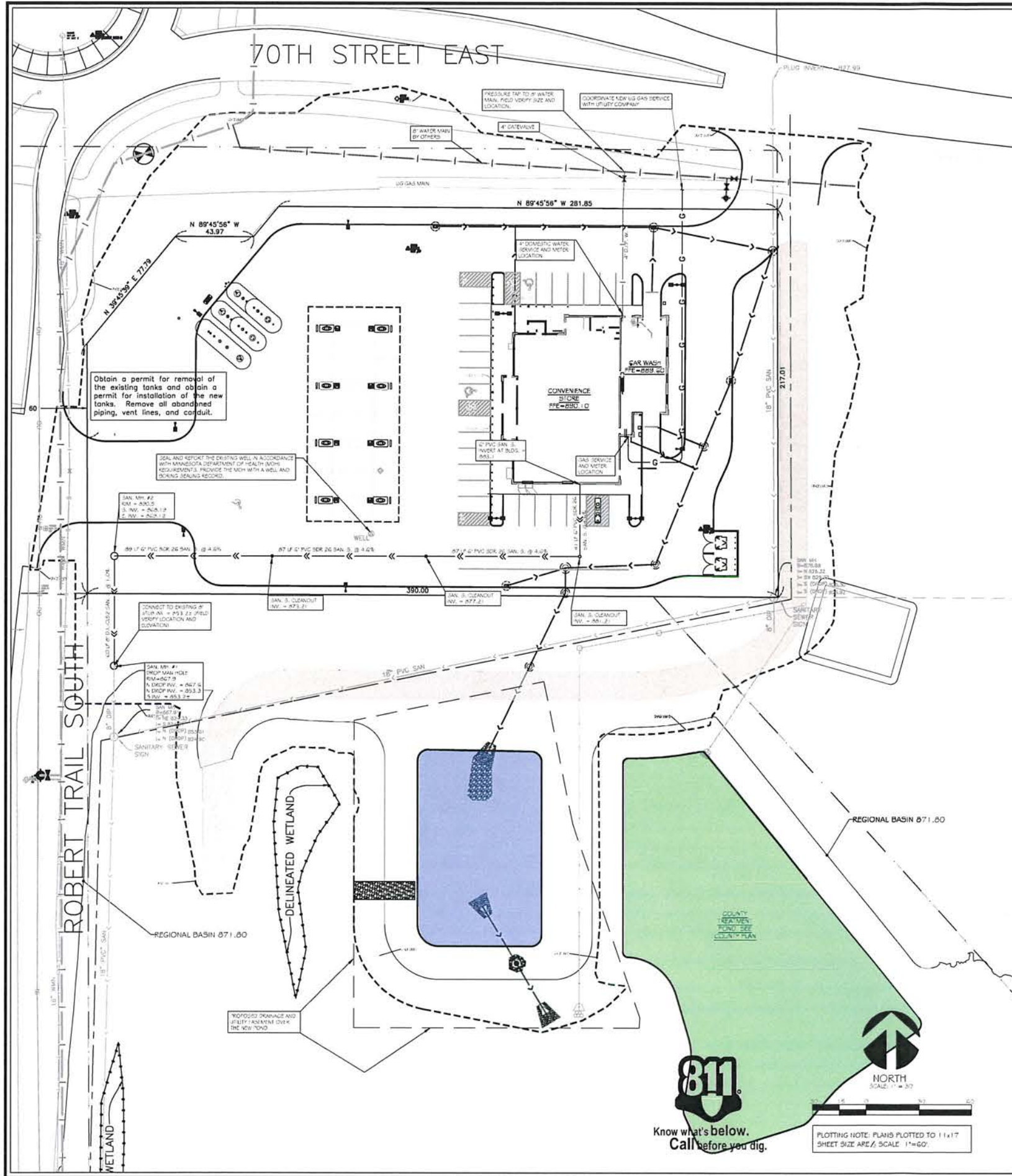
Holiday
STATIONSTORE
#3556
INVER GROVE HEIGHTS, MN

PROJECT NUMBER: _____
DRAWN BY: _____ X
CHECKED BY: _____ X

MARK: _____ REVISION / ISSUE: _____ DATE: _____
PLANNING SUBMITTAL: _____ MAY 19/2018
CITY COMMENTS: _____ APR 30/2018

GRADE PLAN

SP2



WATER DISTRIBUTION SYSTEM:

1. Bring all site utilities to 2' outside of the building line with the exception of the water service. Extend water service into the building and up to the flange for the water meter. Do not install PVC water service pipe under or within any building, structure, or part thereof.
2. **Separation of Water and Sewer:** Construct sewer and water services in accordance with Minnesota Rules, part 4714.0721 and Uniform Plumbing Code (UPC) parts 720.0 and 721.0. Provide a minimum horizontal separation of 10 feet between all water and sewer lines, including manholes, catch basins, storm sewer, sanitary sewer, drainline, or other potential sources for contamination. Measure the separation distance from the outer edge of the pipe to the outer edge of the contamination source (outer edge of structures, piping, etc.). At water and sewer crossings, the bottom of the water pipe located within ten feet of the point of crossing must be at least 12-inches above the top of the sewer. When this is not feasible, the sewer pipe material must be approved for use inside of or within a building in accordance with the requirements of Minnesota Rules part 4714.0701 and UPC part 701.0. No joints or connections are allowed on the water line within 10-feet of the crossing.
3. **Watermain Depth:** Maintain 8-feet of cover over the top of the water lines to the finished grade. Verify elevation of proposed and existing water lines at all utility crossings. Install the water lines at greater depths in order to clear storm sewers, sanitary sewers, or other utilities as required. Include costs to lower water lines in the base bid.
4. **Disinfection:** Disinfect all completed watermain in accordance with AWWA Standard C651. If the tablet or continuous feed methods are used, disinfect using with water that contains at least 50 ppm of available chlorine in accordance with Minnesota Rules, part 4714.0609 and UPC part 609.9. Do not use the tablet method on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite. Retain the treated water in the pipeline for at least 24 hours. Measure the chlorine residual at the end of the 24-hour period. The free chlorine residual must be at least 10 mg/l measured at any point in the line. Measurement of the chlorine concentration at regular intervals shall be in accordance with Standard Methods, AWWA M-12, or using appropriate chlorine test kits.
5. **Testing:** Pressure test and perform bacteriological tests on all water lines under the supervision of the City Public Works Department. Notify the City at least 24 working hours prior to any testing. Pressure test the water service in accordance with the UPC part 609.4. Pressurize the waterline to a water pressure of 1034-kPa (150-psi) gauge pressure (measured at the point of lowest elevation) by means of a pump connected to the pipe in a satisfactory manner. Do not add water to the watermain in order to maintain the required pressure during the water main pressure testing. The test section of pipe shall withstand the test without leaking for a period of not less than 15 minutes.
6. All water supply piping connected to municipal water main must have a 150 psi minimum pressure rating.
7. Copper water services must meet ASTM B88 and be type K soft temper or type L soft temper (See Minnesota Rules part 4714.0604 and UPC part 604.0.)
8. Ductile iron pipe (DIP) water services must comply with AWWA C151/ANSI A21.51 or AWWA C115/ANSI A21.15 (See Minnesota Rules part 4714.0604 and UPC part 604.0.). Use **Thickness Class 52** DIP with push-on joints. Use only ANSI 304 stainless steel bolts and nuts on all watermain fittings, valves, and hydrants. Polyethylene encasement is required on all ductile iron pipe.
9. Polyvinyl Chloride (PVC) Building Water Services must comply with ASTM D1785, ASTM D2241, or AWWA C900; pressure rated for water (See Minnesota Rules part 4714.0604 and UPC part 604.0.). Do not install PVC water service pipe under or within any building, structure, or part thereof.
10. **Polyvinyl Chloride (PVC) Watermain:** Use AWWA C900 for all PVC watermain furnished with integral elastomeric ball and spigot joints; minimum pressure Class 150; dimension ratio not greater than 18; laying length 20 feet. Use EBAA Iron, Inc., Series 2000 PV Megalug, or approved equal for restraint on C900 PVC watermain. Lay trace wire with all C900 PVC watermain. Use #12 copper-insulated wire rated for underground service. Connect the wire to all fire hydrants by wrapping the ends three times around the hydrant barrels just below the break off flange and continue back down to the main line. Splice the trace wire by twisting the two ends and heat shrink-wrapping the splice. Do not make more than one splice per 250 feet. Wire nut splices are not allowed. Lay the trace wire below all watermain, fittings, and hydrants. Use only ANSI 304 stainless steel bolts and nuts on all watermain fittings, valves, and hydrants.
11. Use mechanical joint restraint devices for joint restraint on all watermain bands having a vertical or horizontal deflection of 22-1/2 degrees or greater, all valves, stubs, extensions, tees, crosses, plugs, all hydrants in accordance with City requirements. Use "Series 1100 Megalug" manufactured by EBAA Iron Inc., Eastland, Texas, or approved equal, installed in accordance with manufacturer's recommendations for restraint on Ductile Iron Pipe. Restraining devices are to have epoxy coating or approved equivalent. Restraining device hardware shall be ANSI 304 stainless steel, or approved equivalent.
12. At all valve locations which require a 12" or smaller valve, install gate valves which are of the compression resilient seated (CRS) type. Use American Flow Control's Series 2500 Ductile Iron Resilient Wedge Gate Valve, or approved equal. Gate valves shall conform to AWWA C509. Install cast iron valve boxes conforming to ASTM A48 at each valve location. Valve boxes shall be the three-piece type with 5-1/4" shafts. Use Tyler 6880-G with No. 6 base, or equivalent. Valve boxes shall have at least 8" of adjustment above and below finished grade. Drop covers on valve boxes shall be round and bear the word "WATER" cast on the top. Use Tyler 6880-G "Stayput" covers with extended skirt, or equivalent. All valve hardware shall be ANSI 304 stainless steel, or approved equivalent.
13. Use Mueller H 10300 or Ford EM 2 7057, or approved equal, at all curb stop locations. Stationary rod is required on all curb stops.
14. Install detectable underground marking tape directly above all pvc, polyethylene, and other nonconductive underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Bring the tape to the surface at various locations in order to provide connection points for locating underground utilities. Install blue Rhino TriView Flex Test Stations, or approved equal, with black caps at each surface location.
15. Threaded hose connections including hose bibbs and hydrants must include a back flow prevention device in accordance with Minnesota Rules, part 4714.0603 and UPC part 603.0.
16. All newly installed or replacement pipes, pipe fittings, plumbing fittings and fixtures, including backflow preventers, that are installed on potable water systems or systems that are designed to distribute water for potable use, are required to meet the Reduction of Lead in Drinking Water Act, which establishes a maximum lead content of 0.25 percent by weighted average of the wetted surfaces. See Minnesota Rules, part 4714.0604 and UPC part 604.11.
17. Indicator posts shall be UL/ULC listed and FM approved. Use Mueller A-20806, or approved equal. Indicator posts shall be topped for tamper switch installation. Coordinate the tamper switch installation, wiring, and underground conduits with the electrician. Install a padlock on the post indicator and provide keys to the Owner.
18. Fire hydrants shall be in accordance with the requirements of the local municipality. Do not connect hydrant drains to sanitary sewers or storm sewers. Do not locate hydrants within 10 feet of sanitary sewers or storm sewers. When placing fire hydrants in locations where the groundwater table is less than 8 feet below the ground surface, place the hydrant on a pad above the hydrants with a top stating the need for purging after use. Maintain a 3-foot clear space around the circumference of all fire hydrants. All hydrant hardware shall be ANSI 304 stainless steel, or approved equivalent.
19. **Fire Hydrant Removal:** A fire hydrant assembly consist of a bottom piece, a lower barrel, an upper barrel, and a cap or nozzle section. Each fire hydrant may also have an auxiliary gate valve. At each fire hydrant removal location, completely remove the entire fire hydrant assembly as well as the associated auxiliary gatevalve.

SANITARY SEWER:

1. Unless otherwise indicated, use reinforced, precast, concrete maintenance holes conforming to ASTM C478, furnished with precast bases. Sanitary sewer maintenance holes shall be supplied with pre-formed inverts and flexible neoprene sleeve connections for all lateral lines 375 mm (15 inches) in diameter or less, unless otherwise indicated. Joints for all precast maintenance hole sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C923. The inside barrel diameter shall not be less than 48 inches.
2. All joints and connections in the sewer system shall be gaslight or watertight. Use flexible compression joints to make watertight connections to manholes in accordance with Minnesota Rules part 4714.0719.5. Where permitted by the administrative authority, approved resilient rubber joints or waterstop gaskets must be used in order to make watertight connections to manholes and other structures. Use Fernco "Concrete Manhole Adaptors" or "Large Diameter Waterstops", Press-Seal "Waterstop Grouting Rings", or approved equal. Cement mortar joints are permitted only for repairs or connections to existing lines having such joints.
3. The building sewer starts 2 feet outside of the building. See Uniform Plumbing Code (UPC) part 715.1. Material installed within 2 feet of the building must be of materials approved for use inside of or within the building.
4. The exterior sanitary sewer piping must comply with the following requirements: (A) Double wyes may not be used for drainage fittings in the horizontal position (see Minnesota Rules, Chapter 4714, Section 310.5), because proper pipe slope cannot be maintained on both of the lateral branches. (B) Changes in direction in drainage piping must be made by appropriate use of wyes and bends (see Minnesota Rules, Chapter 4714, Section 705.0). When connecting any vertical drop to a horizontal run, use a wye and a 1/8 bend (45 deg), or a sanitary combo. A sanitary combo is a combination wye and a 1/8 bend combined in a single fitting. The reason is to form a long radius bend in order to insure that the waste is directed in the downstream direction as it enters the horizontal run. Tees are not allowed where the direction of flow changes from either vertical to horizontal or horizontal to horizontal.
5. **Pipe:** Use solid-core, Schedule 40, ASTM D2665 Polyvinyl Chloride (PVC) Plastic Pipe for all designated PVC sanitary sewer services outside of the building. Fittings must comply with ASTM D1865, D2665, or F794. Joints must be approved mechanical or push-on utilizing an elastomeric seal. Use of solvent cement joints is allowed for building services. Solvent cement joints in PVC pipe must include use of ASTM F656 purple primer and cement in accordance with Uniform Plumbing Code (UPC), part 605.13.2. Pipe with solvent cement joints shall be joined with PVC cement conforming to ASTM D2564. The installation must comply with ASTM D2321, which requires open-trench installation on a continuous granular bed.
6. **Cleanouts:** Install cleanouts on all sanitary sewer services in accordance with UPC part 719.0 and 1101.12. The distance between cleanouts in horizontal piping shall not exceed 100 feet for pipes 4-inch and over in size. Cleanouts shall be of the same nominal size as the pipes they serve. Include frost sleeves and concrete frame and pipe support. Install a meter box frame and solid lid (Neenah R-1914-A, or approved equal) over all cleanouts.
7. **Testing:** Pressure test all sanitary sewer lines in accordance with the Minnesota Rules parts 4714.0712 and 4714.0723 and UPC parts 712.0 and 723.0. Test all flexible sanitary sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and retest.
8. Install flexible watertight frame/chimney seals on all sanitary sewer maintenance holes. Use either Manufactured Maintenance Hole Frame/Chimney Seals or Elastomeric Waterproofing Frame/Chimney Seals.
9. Use Neenah Foundry Co. R-1842 casting with self-sealing, solid, type B lid, or approved equal, on all sanitary sewer maintenance holes. Covers shall bear the "Sanitary Sewer" label.
10. Install detectable underground marking tape directly above all pvc, polyethylene, and other nonconductive underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Bring the tape to the surface at various locations in order to provide connection points for locating underground utilities. Install green Rhino TriView Flex Test Stations, or approved equal, with black caps at each surface location.
11. The minimum depth of cover for sanitary sewer without insulation is 5 feet. Insulate sanitary sewer services at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 4 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam Highload 40 Polystyrene insulation. Individual insulation board dimensions typically measure 4' wide by 8' long by 2" thick.
12. Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.
13. Televis all existing lines prior to connection.

INSITES
SITE PLANNING LANDSCAPE
3030 HARGREAVE RD NE
Suite 131
Plymouth, Minnesota 55447
763.383.8400
Fax 763.383.8440

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Brian H. Mundstock
DATE: 4/30/18 REG. NO.: 23468



Holiday

STATIONSTORE
#3556

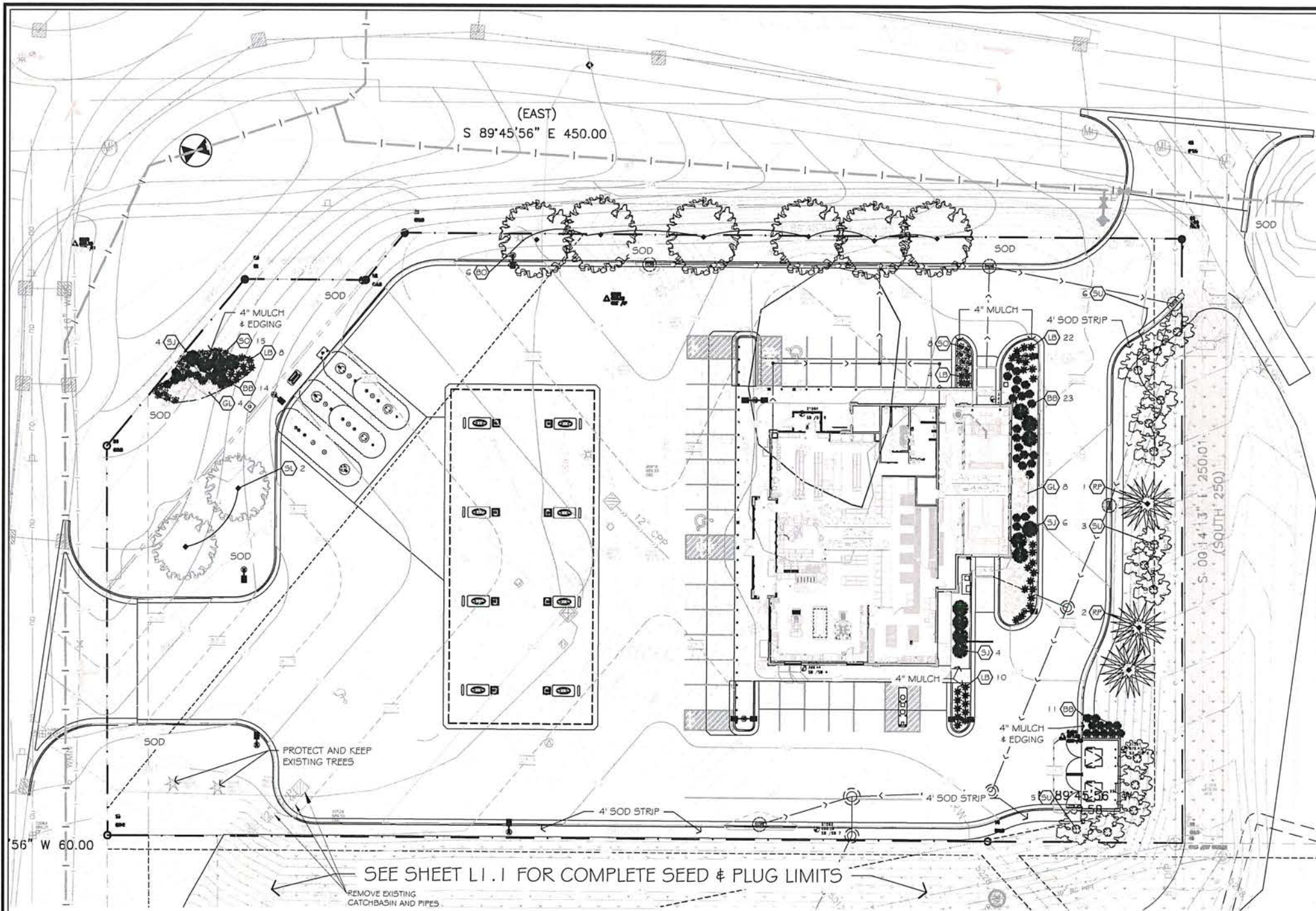
INVER GROVE HEIGHTS, MN

PROJECT NUMBER: _____
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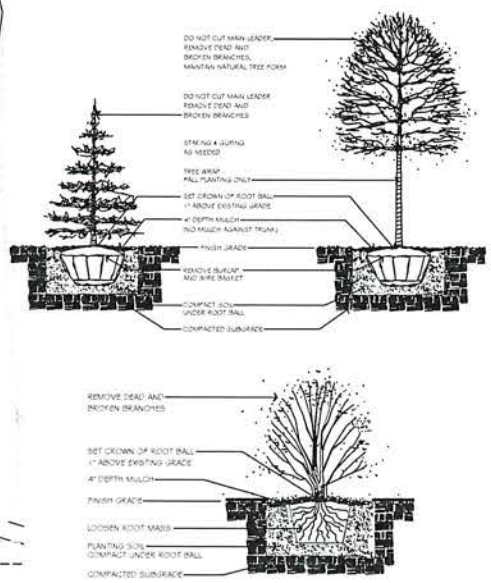
MARK:	REVISION / ISSUE:	DATE:
PLANNING SUBMITTAL		MAR15/2018
CITY COMMENTS		APR02/2018

UTILITY PLAN

SP4



- NOTES:
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
 - LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT HIS WORK.
 - LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
 - REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS
 - PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
 - USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
 - LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
 - SOD SHALL BE CULTURED WITH PREDOMINANTLY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER.
 - WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BLANKET ON ALL SEEDED AREAS THAT ARE SLOPED. MULCH APPLICATION FOR ALL OTHER SEEDED AREAS SHALL BE EITHER HYDROMULCH OR DISKED STRAW DEPENDING ON SEED TYPE, APPLICATION, AND OWNER REQUEST.
 - LANDSCAPE CONTRACTOR TO INSTALL VALLEY VIEW, "BLACK DIAMOND" EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
 - ALL MULCH TO BE FINELY SHREDDED HARDWOOD ORGANIC BARK MULCH. NO DYED MULCHES. INSTALL 4" DEPTH. NO FILTER FABRIC BENEATH ORGANIC MULCHES. NO EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
 - IF SPECIFIED, ALL GRAVEL MULCH SHALL BE 1/4" DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER SHEET 11. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/OR PLANTINGS. FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
 - LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
 - GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.



PLANT MATERIAL				HEIGHT X WIDTH	
QUANTITY	SIZE	ROOT TYPE	COMMON NAME BOTANICAL NAME		
OVERSTORY TREES					
DO	6	2.5' CAL	DBH	60' x 60'	
SL	2	2.5' CAL	DBH	50' x 30'	
INTERMEDIATE TREES					
RP	3	10' HT	DBH	50' x 40'	
SHRUBS					
SU	14	#5 COIT	PIT	10' x 15'	
GL	12	#3 COIT	PIT	2' x 7'	
SJ	14	#3 COIT	PIT	20' x 8'	
PERENNIALS					
SO	23	#1 COIT	PIT	2' x 3'	

PLANT MATERIAL				HEIGHT X WIDTH	
QUANTITY	SIZE	ROOT TYPE	COMMON NAME BOTANICAL NAME		
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SJ	14	#3 COIT	PIT	20' x 8'	
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PLOTTING NOTE: PLANS PLOTTED TO 11x17
SHEET SIZE ARE 1/4\"/>

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131
Plymouth, Minnesota 55447
763.383.8400
100.753.351.8400

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Signed: Robert J. Mueller
Date: Reg. No. 19306



Holiday
STATIONSTORE
#3556

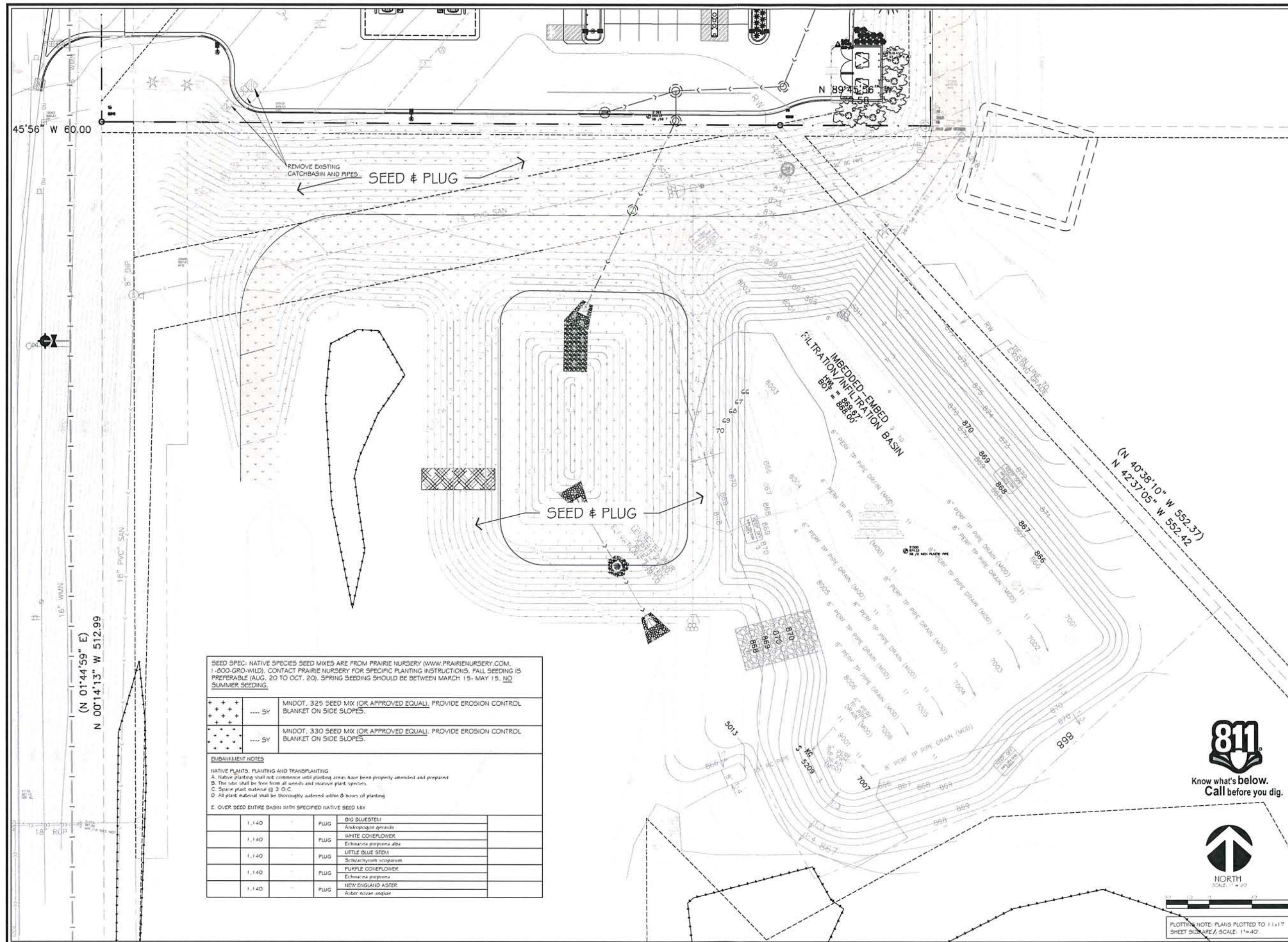
INVER GROVE HEIGHTS, MN

PROJECT NUMBER: _____
DRAWN BY: X
CHECKED BY: X

MARK: REVISION / ISSUE: DATE:
PLANNING SUBMITTAL: MAY19/2018
CITY COMMENTS: APR09/2018

LANDSCAPE PLAN

L1



INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 113
Plymouth, Minnesota 55447
763.383.8400
fax 763.792.4400

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Signed	Robert J. Mueller
Date	Reg. No. 19306



Holiday
STATIONSTORE
#3556

INVER GROVE HEIGHTS, MN

PROJECT NUMBER:	-----
DRAWN BY:	X
CHECKED BY:	X

MARK:	REVISION / ISSUE:	DATE:
	PLANNING SUBMITTAL	MAR/19/2018

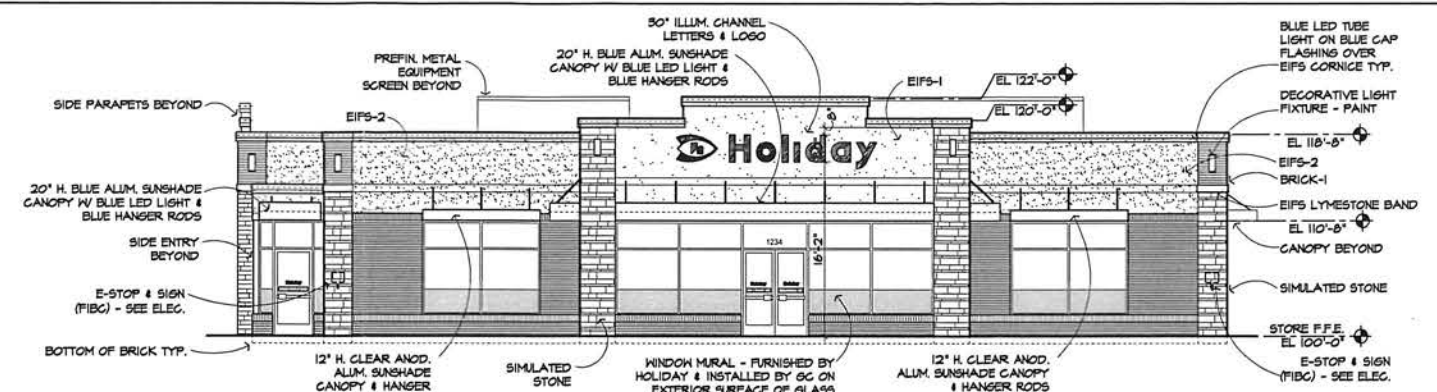


Know what's below.
Call before you dig.

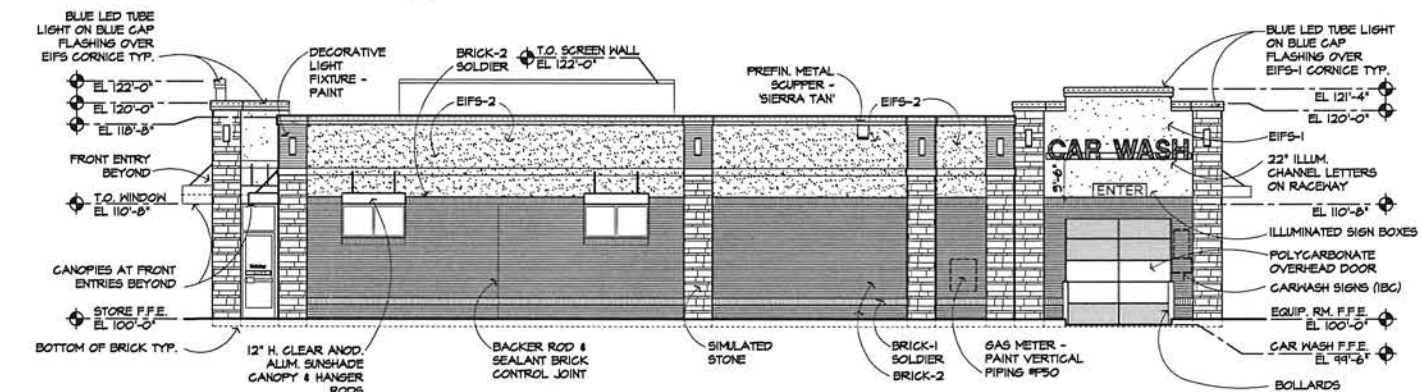


NORTH
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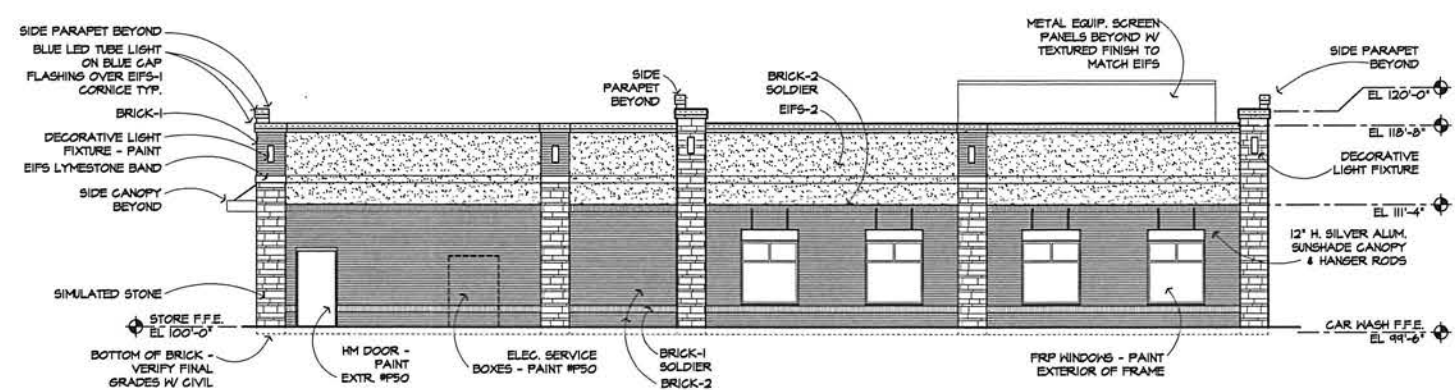
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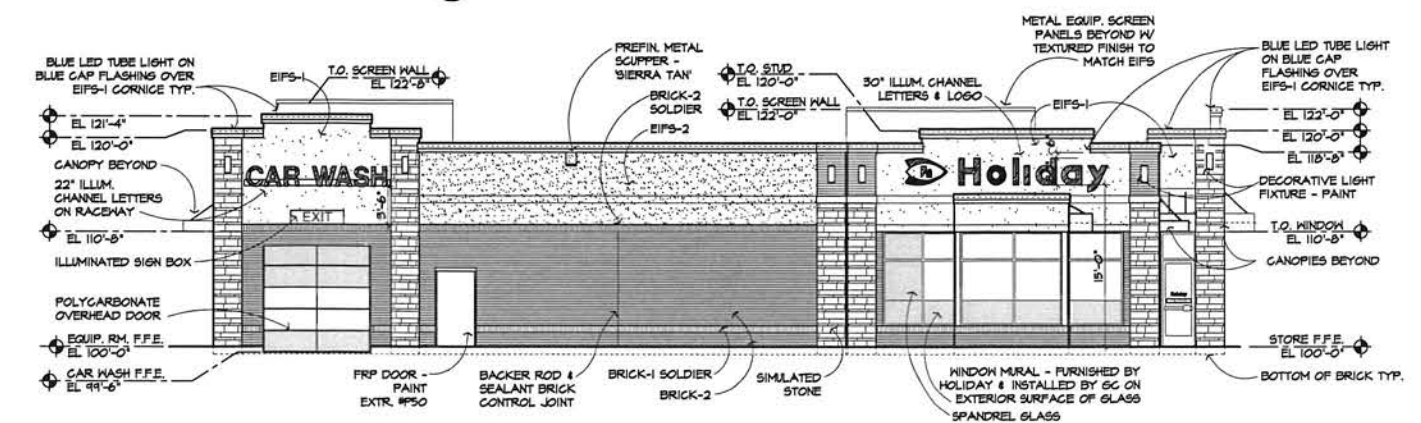
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2 SOUTH ELEVATION
1/8" = 1'-0"



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

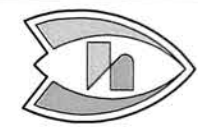


4 NORTH ELEVATION
1/8" = 1'-0"

ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220
Minneapolis, MN 55401

612-436-4030
Fax 612-692-9960



Holiday

STATIONSTORE

#3556

INVER GROVE HEIGHTS, MN

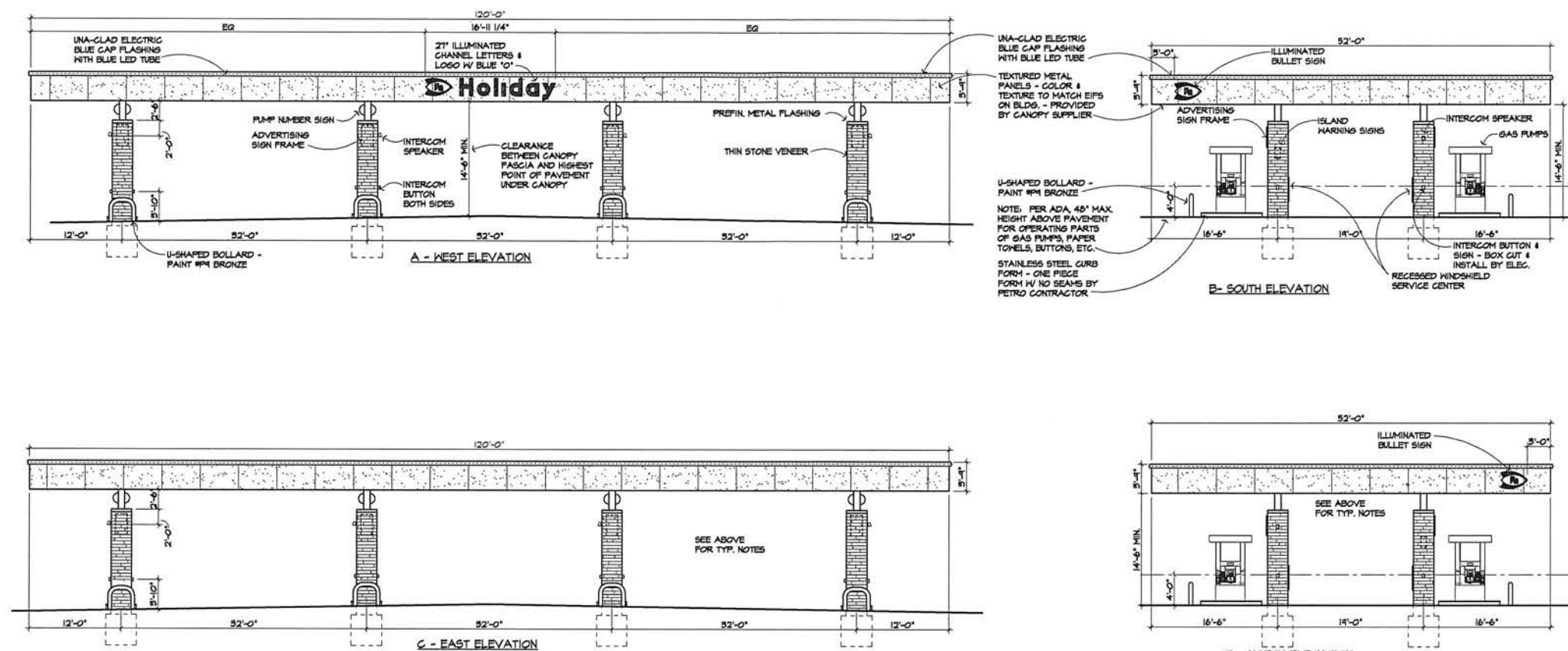
PROJECT NUMBER:		18-1009-01
DRAWN BY:		BL
CHECKED BY:		KA
MARK:	REVISION / ISSUE:	DATE:
	CITY SUBMITTAL	03-19-18

ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANIES PROJECT MANAGER:

SCOTT ALPAUGH
4567 AMERICAN BLVD. WEST
MINNEAPOLIS, MN 55437-1123
(952) 830-8888 (PHONE)
(952) 830-1678 (FAX)
scott.alpaugh@holidaycompanies.com

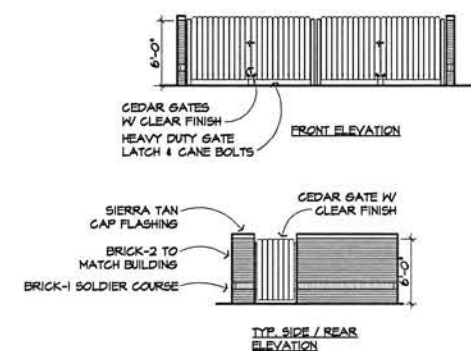
EXTERIOR ELEVATIONS

A1



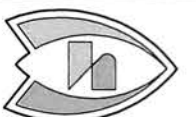
1 CANOPY ELEVATIONS

1/8" = 1'-0"



2 TRASH ENCLOSURE

1/8" = 1'-0"



Holiday
STATIONSTORE
#3556

INVER GROVE HEIGHTS, MN

PROJECT NUMBER:		18-1009-01
DRAWN BY:		BL
CHECKED BY:		KA
MARK:	REVISION / ISSUE:	DATE:
CITY SUBMITTAL		03-19-18

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EXTERIOR
ELEVATIONS

A2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MCGOUGH DEVELOPMENT, LLP - Case No. 18-24PA

Meeting Date: June 11, 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 Comprehensive Plan Amendment to change the land use from RC, Regional Commercial to HDR, High Density Residential for the approximate area known as Outlot D, Argenta Hills. Property located on south side of Amana Trail, between Hwy 3 and Argenta Trail.

- Requires a 4/5th's vote.
- 60-day deadline: June 15, 2018 (first 60 days)

SUMMARY

The applicant is requesting to change the land use designation of approximately 10.0 acres to provide for a multiple family apartment building project consisting of approximately 220 units. There are two vacant lots west of Target. The proposal is to change the land use of the westerly 10 acres for multiple family and leave the balance as currently zoned and guided.

Earlier this year, the applicant proposed a 400 unit development on the two outlots (C and D). The Council did not support the request and denied all parts of the application on January 8, 2017. On February 12, the Council approved finds of fact for denial of the comprehensive plan amendment and reconsidered action on the rezoning, plat and PUD plan requests. Ultimately, the applicant withdrew the comp plan request.

The plan provides a revised building layout with a majority of the building further away from Amana Trail and provides for the possibility of some type of open space in the front yard area. The narrative indicates the project is still expected to be a four-story building.

ANALYSIS

The City Council did not support the previous request with rationale that was based mostly on the concerns with loss of commercial potential by changing the vacant land to residential. They also felt the building mass and density was too large and intrusive in relationship to the residential development in the area.

The Planning Department still feels the project is a positive one for the area.

- The addition of more residential in the area should create shopping demand to help fill the vacant store fronts.
- The project would add a different housing mix and density that is anticipated in the Northwest Area.

Since this request is only for the land use change, is it appropriate to make a change for this type of project at this time?

RECOMMENDATION

Planning Division. Supports the request and recommends approval of the comp plan change.

Planning Commission. The Planning Commission also supports the request for the land use change (9-0).

Attachments: Resolution approving the Comp Plan Amendment
Planning Commission Recommendation
Planning Staff Report
E-mail from Residents (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 10.0 ACRES OF
OUTLOT D, ARGENTA HILLS, FROM RC, REGIONAL COMMERCIAL TO HDR, HIGH
DENSITY RESIDENTIAL

CASE NO. 18-24PA
(McGough Development)

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

The westerly 10.0 acres of Outlot D, Argenta Hills, Dakota County, Minnesota,
according to the recorded plat thereof

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the
request on May 15, 2018, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

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

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

1. The comprehensive plan land use change shall not become effective until
approved by the Metropolitan Council and rezoning and development plans have
been approved by the City Council.

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

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

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 15, 2018

SUBJECT: **McGOUGH DEVELOPMENT LLC – CASE NO. 18-24PA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the land use designation to HDR, High Density Residential, for the property located at Outlot D, Argenta Hills. 138 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. The request is to change the land use of Outlot D, Argenta Hills from RC, Regional Commercial to HDR, High Density Residential for an approximate 220-unit apartment building. The property to the east would remain in its Regional Commercial designation. City Council denied the previous request for a 400-unit complex, so the applicant withdrew the original comprehensive plan request. The current plan has the majority of the building further away from Amana Trail. Staff supported the original plan and continues to support this request. Tonight's request is just for a comprehensive plan amendment; they are not addressing site plan issues at this time.

Commissioner Weber asked if this would cause setback issues for potentially developing the site to the west.

Mr. Hunting replied that the proposed development would create no setback issues in regard to development of the property to the west.

Commissioner Simon asked if staff received any responses from the neighbors.

Mr. Hunting replied they did not receive any comments from the neighbors, except for the email included in the packet.

Opening of Public Hearing

Dave Higgins, McGough Development, 3253 Bryant Ave S, Minneapolis, gave a brief overview, stating that McGough spent a considerable amount of effort planning this mixed-use development with a Target-anchored shopping center. They tried to make the retail component a success, however, the changes in retail after the recession have posed challenges. In 2017 they proposed a two-building luxury apartment development, which was subsequently denied by the City Council. They have since had several neighborhood meetings and individual meetings with residents and Councilmembers to make sure they understood their concerns and priorities. The information they received has resulted in the revised application before the Planning Commission today. They have addressed the density concerns by reducing the proposed density by 45% from the previous proposal. The proposed plan provides a revised building layout and they are proposing some type of open space in the front yard area; however, tonight the hearing is solely about changing the land use.

Recommendation to City Council

May 15, 2018

Page 2

Commissioner Simon commended the applicant on the proposed park space and questioned whether it would be open to the neighbors living in the single-family homes as well.

Mr. Higgins replied in the affirmative.

Commissioner Lissarrague asked how many bedrooms the apartment units would have.

Mr. Higgins replied there were a variety of units, including studio/alcove, one-bedroom, two-bedroom, and a few three-bedroom units.

Commissioner Wippermann asked if Target had given its approval on the proposed development.

Mr. Higgins replied in the affirmative, stating Target continues to work with them on revising the controls for the area to allow the multi-family use.

Commissioner Lissarrague asked if approval of the request would be dependent on the apartment building being constructed.

Mr. Hunting replied in the affirmative.

Mr. Higgins advised that the land use change does not take effect unless there is an approved project through the public hearing process.

Commissioner Lissarrague asked if the change in land use designation would be based on breaking ground for an apartment.

Mr. Hunting replied that they could not require someone to build, but the land use change would not become effective until approved by the Metropolitan Council, and until City Council approved development plans.

Commissioner Scales stated this was covered by Condition No. 1.

Chair Maggi asked for a rough estimate of how many companies they had reached out to to fill the retail space.

Mr. Higgins replied they had contacted over 200 companies, with many of the national players being approached multiple times.

Commissioner Niemioja asked if they used the same broker the entire time.

Mr. Higgins replied that they used the same brokerage up until January 2018. At that point they changed brokers as they wanted to show that they had tried absolutely everything. The new brokerage team did not fare any better.

Vin Parker, 7538 Alpine Court, supported the request and urged the Planning Commission to

May 15, 2018

Page 3

move this project forward. He was concerned that if the luxury apartments did not go in that it would instead become an industrial complex, distribution center, etc. He is concerned about diminishing property values due to lack of development, thinks that leaving the property vacant will jeopardize the existing businesses, thinks the proposed project would attract more businesses to the area, and would help the community and development of the park area. He applauded McGough for responding to the concerns of the neighborhood regarding their desire for park space and being willing to have it open to the surrounding area. He appreciated McGough holding community meetings and being transparent about their plans.

Commissioner Lissarrague asked Mr. Parker what his consensus was from the neighborhood meetings as far as those opposed or in support of the proposed development.

Mr. Parker stated in his opinion most of the neighbors were in favor of the development. He stated everyone that has shown up for the meetings has not been in favor of the request, but everyone he has spoken with has been in favor of it but did not show up for the meeting thinking it would get sorted out on its own.

Patrick Randall, 7577 Alpine Court, agreed with Mr. Parker's comments, and added that while he appreciated McGough including the neighborhood on this discussion, he thinks it is more of a city-wide discussion. He believes the luxury apartments would be preferable to a Home Depot, etc. with the associated lighting, delivery trucks, and customer traffic. He appreciated the green space being proposed as well. He stated retailers have state-of-the-art demographics, algorithms, etc. and those resources have apparently convinced them not to come to this area. Retail is changing, and part of the problem could be the configuration of the storefront retail spaces that have the parking in the back rather than the front. Regretfully he did not attend the public hearing for the original proposal, but he wanted to publicly state his approval of the project and hopes residents all over the City attend the Council meeting as it is really a city-wide issue. He noted that when Rainbow closed that was a blow to the whole city, not just the neighborhood closest to it.

Keith Carlson, 7639 Addisen Path, stated he was hoping to see more plan details tonight and asked what the plans were for the east side of the roundabout at Amana and Robert.

Mr. Hunting replied that the County is planning to extend that eastward to connect to the existing 80th Street when development occurs on the east side.

Mr. Carlson asked how that would impact traffic on Amana.

Mr. Hunting was not sure if traffic would change since there is an existing connection to 80th Street.

Mr. Carlson asked if the stop signs at Amana and Addisen were going to be removed.

Mr. Hunting stated it was a County road and he was not aware of the details of the discussion regarding the removal of signs; however, the Public Works Director perhaps knew more.

Mr. Carlson stated he heard the County was planning to remove the stop signs on Amana Trail

Recommendation to City Council

May 15, 2018

Page 4

and move the crosswalks 150 yards to the east and west of Addisen Path. He had safety concerns regarding kids crossing Amana Trail to get to the proposed park with no stop signs. He would also like details as to what type of park was being proposed (playground equipment, green space, etc.). With the removal of the signs, this may not be the best place for a park.

Chair Maggi stated tonight's public hearing was about only the comprehensive plan amendment; not the plat.

Mr. Carlson asked if staff could state the five reasons the City Council denied the original proposal.

Mr. Hunting did not have the reasons for denial accessible.

Chair Maggi noted that some of the reasons for denial may not relate to the Planning Commission's purview of just land use.

Mr. Carlson stated his biggest complaint was the height of the proposed building. He asked if a structure in multiple-family residential zoning could be as tall 70 feet.

Mr. Hunting replied that he believed so.

Mr. Carlson stated that would be way too tall and he questioned whether it was wise to lose this opportunity for retail. He asked if the remaining seven acres would continue to be zoned commercial and, if so, would approval of this set a precedent and make it easier for them to come back later for a rezoning.

Commissioner Simon stated they could not vote on what may or may not happen on properties not included in this application.

Mr. Carlson asked if McGough worked with the City Park and Recreation staff on designing the park.

Mr. Higgins stated they have had some preliminary discussions with the Parks Director but there are many other things that must be completed before designing the park. If they receive approval on the housing use they would then have discussions as to what type of park would be best while looking at budgetary considerations as well. He emphasized that this was an enhancement to this location and a buffer between the two uses; not a replacement for any City parks planned for the Northwest Area.

Mr. Carlson encouraged staff to work with the County to ensure there was a safe crossing on Amana Trail.

Chair Maggi asked Mr. Carlson what he thought should be done with this property.

Mr. Carlson replied that he did not have the answer as to what to do with the property but questioned whether they should accept the first proposal coming along or wait and see what happens once the area around the Vikings complex is developed. While this would be

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financially beneficial for McGough, perhaps finances should not be what dictates the City's decision. A two or three-story flat roofed apartment complex would be more appealing to him than a four-story building with a pitched roof that could be as tall as 70 feet.

Chair Maggi asked if he would be comfortable with an apartment from a land use perspective.

Mr. Carlson replied that he was not necessarily saying that. He stated he would be fine with retail on that property as he believed it would produce less activity than an apartment complex would, and in his opinion Target was a great neighbor.

Matthew Harmoning, 7618 Addisen Path, asked if the original request that came before the Planning Commission was just for the change in land use designation.

Mr. Hunting replied that the original request was for a rezoning, comprehensive plan amendment, and preliminary and final plat.

Mr. Harmoning stated that while he understood the developer not wanting to sink a lot of money into this project early in the development phase, he was concerned about the piecemeal approach being used this time and knowing that it could be changed along the way. Because he did not know all the final details of the project he was not sure whether he supported it. He needs more information. He stated it was his understanding that the City would eventually take over the park and he was not sure whether the entire city would support that.

Chair Maggi stated it was not unusual for the land use to be changed first and a site plan reviewed later. She noted there was a condition of approval stating the land use change was contingent on-site plan approval.

Mr. Harmoning asked for clarification of what would happen if a site plan was not approved.

Mr. Hunting replied that the property would remain as its current guiding if a site plan was not approved.

Jim Wilson, 7511 Autumn Way, stated he supported the request and many of his neighbors did as well. He suggested they eliminate the proposed park if it was going to cause issues.

Teri Parker-Brown, 7538 Alpine Court, supported the request, stating that leaving the property vacant posed a safety issue for potential vandalism, theft, etc. She welcomed more eyes on the neighborhood, believed that additional apartment residents could help retail, and believed the Vikings facility may bring in people looking to live in these apartments. She suggested that perhaps the storefront retail spaces were configured as they were to support foot traffic from the neighborhood.

Mr. Higgins clarified that City involvement was not required for the proposed park, however, because parks are a City function they are including them in on discussions.

Ms. Teri Parker-Brown hoped the City could find a safe way for people to cross Amana Trail as she believed a park would benefit the entire neighborhood, no matter the age of the children.

May 15, 2018

Page 6

Mr. Parker agreed that the City should provide a safe way for people to cross Amana Trail.

Mr. Higgins stated they intend to approach the County about the stop signs and crosswalks on Amana Trail.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Robertson stated it was nice to hear a differing perspective tonight as the first time this was presented the room was full of people opposed to the request. She encouraged the audience and their neighbors to attend the Council meeting.

Chair Maggi commended the applicant on addressing neighbor and Council concerns. The first time this was before the Planning Commission they recommended approval with the main push being about increasing density to support businesses; that same philosophy of why they voted the way they did still holds true in her opinion and she supported the request.

Commissioner Niemioja supported the request as she felt this was a good compromise that allows for the possibility of future retail and creates much needed housing diversity, while preserving some green space.

Commissioner Scales stated he supported the last plan, and he supported the one being presented tonight as well. He appreciated the applicants meeting with the residents and having people here tonight on both sides of the issue. He felt that Council made a mistake when they denied the original request and he believes the outcome may be different this time because of all the work the applicant has done.

Commissioner Lissarrague supported the request and felt it was a good fit for the City.

Commissioner Kramer stated that last time there were many people who sent emails or attended the public hearing in opposition of the request. This time; however, there were people on both sides of the issue and no opposing emails. That was likely because of the applicant speaking with the neighborhood and addressing their concerns in the revised plan.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Scales, to approve the request for a comprehensive plan amendment to change the land use designation to HDR, High Density Residential, for the property located at Outlot D, Argenta Hills, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on June 11, 2018.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 9, 2018

CASE NO: 18-24PA

APPLICANT: McGough Development, LLC

REQUEST: Comprehensive Plan Amendment

HEARING DATE: May 15, 2018

LOCATION: West side of Hwy 3, south side of Amana Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-4/PUD, Commercial Planned Unit Development

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application requesting a comprehensive plan amendment to allow for a change in land use from commercial to high density residential. The request is to change the land use on what is known as Outlot D, Argenta Hills from RC, Regional Commercial to HDR, High Density Residential. The project would consist of approximately 220 high-end apartment units in one building on 10 acres. The subject area is the vacant land west of Target. There are two outlots planned for larger building commercial development. The request is to change land use on the western most of these parcels. The eastern lot, closest to existing commercial, would remain unchanged and is not part of this application.

Earlier this year, the applicant proposed a 400 unit development on the two outlots (C and D). The Council did not support the request and denied all parts of the application on January 8, 2017. On February 12, the Council approved finds of fact for denial of the comprehensive plan amendment and reconsidered action on the rezoning, plat and PUD plan requests. Ultimately, the applicant withdrew the remaining requests.

The revised concept plan takes into account the concerns of density and massing close to the residential areas. The plan provides a revised building layout with a majority of the building further away from Amana Trail and provides for the possibility of some type of open space in the front yard area. The narrative indicates the project is still expected to be a four-story building.

HISTORY

In 2007, Council approved the Argenta Hills Planned unit development which consisted of 154 residential units and 410,000 square feet of commercial. There have been a number of

amendments to the PUD since that time. In 2010, the developer requested and received an amendment to the first phase of residential development in the northeast corner of the site. The proposed change reduced the number of single family lots in that neighborhood from 60 to 45. In 2012, the developer requested and received an amendment to change the townhouse phase of the project to single family detached housing. In 2014, the final amendment in the residential area of the PUD was approved reducing the farthest west neighborhood on the west side of Alverno Avenue from the original plan by 8 units.

REQUEST

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation of the majority of Outlot D from RC, Regional Commercial to HDR, High Density Residential.

EVALUATION OF THE REQUEST

COMPREHENSIVE PLAN AMENDMENT

As stated earlier, the current designation of the parcel in question is RC, Regional Commercial. On the original 2007 plan, this area was approved for a 132,500 square foot retail store. The proposed use of the property requires a change to the comprehensive plan land use designation from Regional Commercial to High Density Residential.

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

High Density Residential (HDR)

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

Future Development Area Policies:

- “Create planned neighborhoods with common facilities and amenities that establish a sense of identity and that helps promote long-term maintenance and value stability.”
- Establish a collector road system that deters the use of local streets for non-local vehicular trips.”
- “Encourage diverse housing styles consistent with the inherent characteristics of the site.”

- “Encourage cluster development practices that preserve significant natural resources by concentrating building locations.”
- “Provide commercial areas that are convenient to residential neighborhoods.”
- “Encourage creative land planning to create neighborhood areas that have a unique personality reflecting the natural beauty of the area as well as the overall context of the community.”
- *Amending the plan would allow the City to bring the density of the overall Northwest Area back to levels that were anticipated when planning began for the area. There have been a number of projects approved or amendments approved that have reduced the approved unit count below assumed densities.*
- *Approving an apartment project would be consistent with the goals of providing for different housing types and densities.*

From Housing Chapter:

Housing Policies:

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

From a housing perspective, the Inver Grove Heights Housing Committee commented on the original request and feels the project will restore some of the density lost to other approved projects, provides for a mix of housing type and density and will add to the City’s tax base.

Regional Commercial (RC)

Regional commercial areas are lots or parcels containing large-scale retail sales and services along arterial roadways that serve the region. As the name implies, goods and services offered in such areas appeal to a wide range of consumers, many of whom are willing to travel a significant distance to patronize various business establishments. Regional Commercial

districts are intended for large “big-box” users. These types of uses serve as anchors for other small to mid-sized commercial uses that benefit by the traffic generated by the anchors.”

Regional Commercial Area Policies:

- “Provide regional commercial areas to supply goods and services that appeal to a broad base of customers.”
- “Ensure a design pattern that facilitates pedestrian circulation between uses within the district and establishes a level of amenities that enhances the sustainability of the center.”
- “Encourage public and private improvements that create attractive environments for regional commercial developments.”
- “Require high quality building materials for structures in regional commercial areas.”
- “Provide arterial and community collector roadways necessary to support regional commercial developments.”
- *Retaining the commercial designation would provide land and building potential to supply goods and services for the City.*
- *The location is along major roads for ease of access to and from the site and the road system would be able to accommodate vehicle volumes associated with commercial retail uses.*
- *The original approved PUD was a mixed-use type project to accommodate retail and commercial in the same general area.*

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Comprehensive Plan Amendment** to change the land use designation of the majority of Outlot D from RC, Regional Commercial to HDR, High Density Residential (12+ units/acre) subject to the following conditions:
 1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning and development plans has been approved by the City Council.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
- B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

The City Council did not support the previous request with rationale that was based mostly on the concerns with loss of commercial potential by changing the vacant land to residential. They also felt the building mass and density was too large and intrusive in relationship to the residential development in the area.

The Planning Department still feels the project is a positive one for the area. Our recommendation is based on the following:

- In many markets, commercial development remains slower than before the 2008 recession. Internet retail has changed the way retailers do business and fewer brick and mortar stores are being constructed.
- The addition of more residential in the area should create shopping demand to help fill the vacant store fronts.
- The project would add a different housing mix and density that is anticipated in the Northwest Area.
- In general, a multiple family development would have a higher building valuation and thus generate more taxes than a commercial building.
- The connection fee structure in the Northwest for multiple family is generally higher than commercial.

Based on this review, the Planning Division recommends approval of the comprehensive plan amendment.

ATTACHMENTS: Comp Plan Map
 Project Narrative
 Concept Plan
 E-mail from Resident

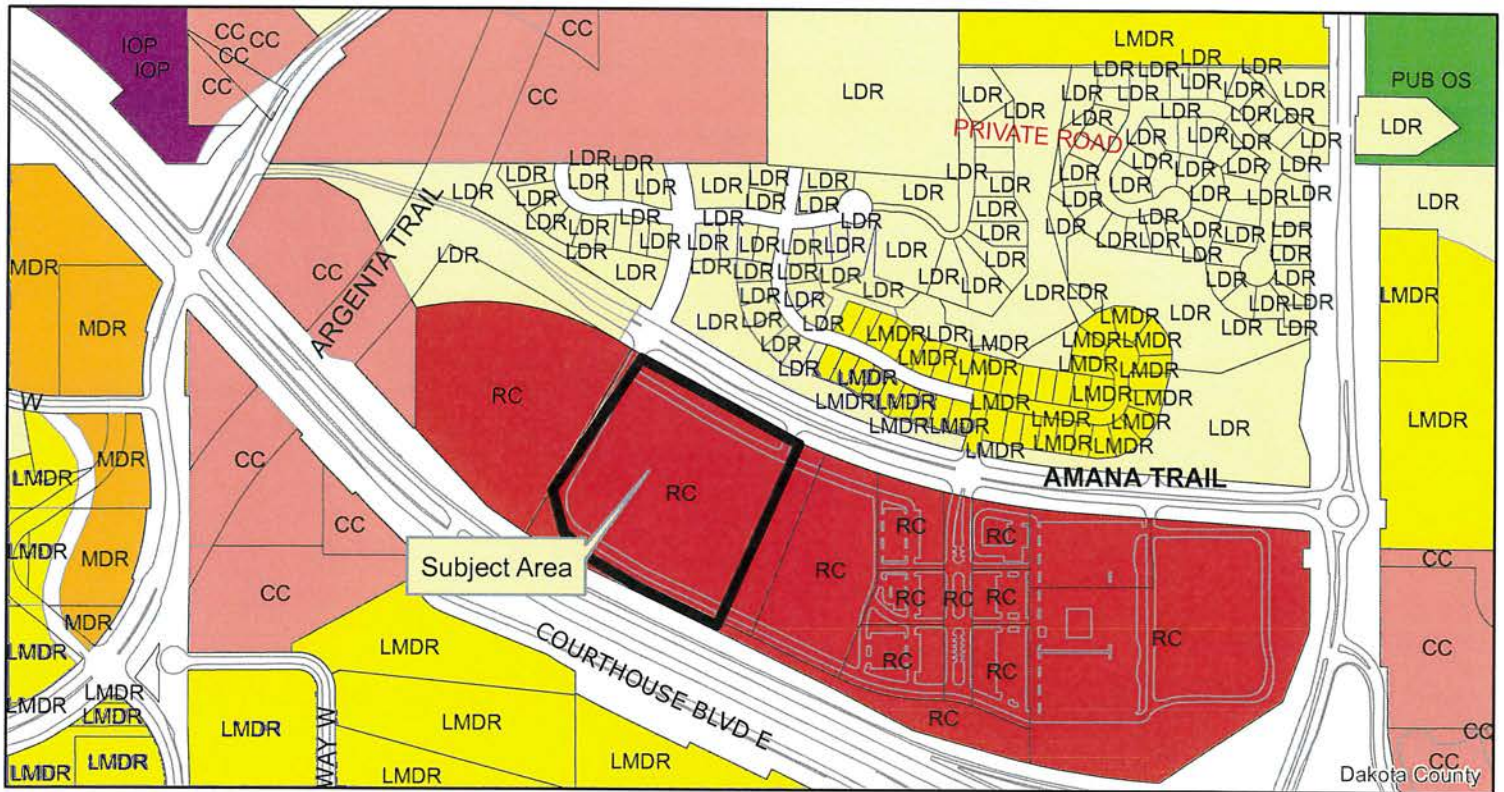


Location Map

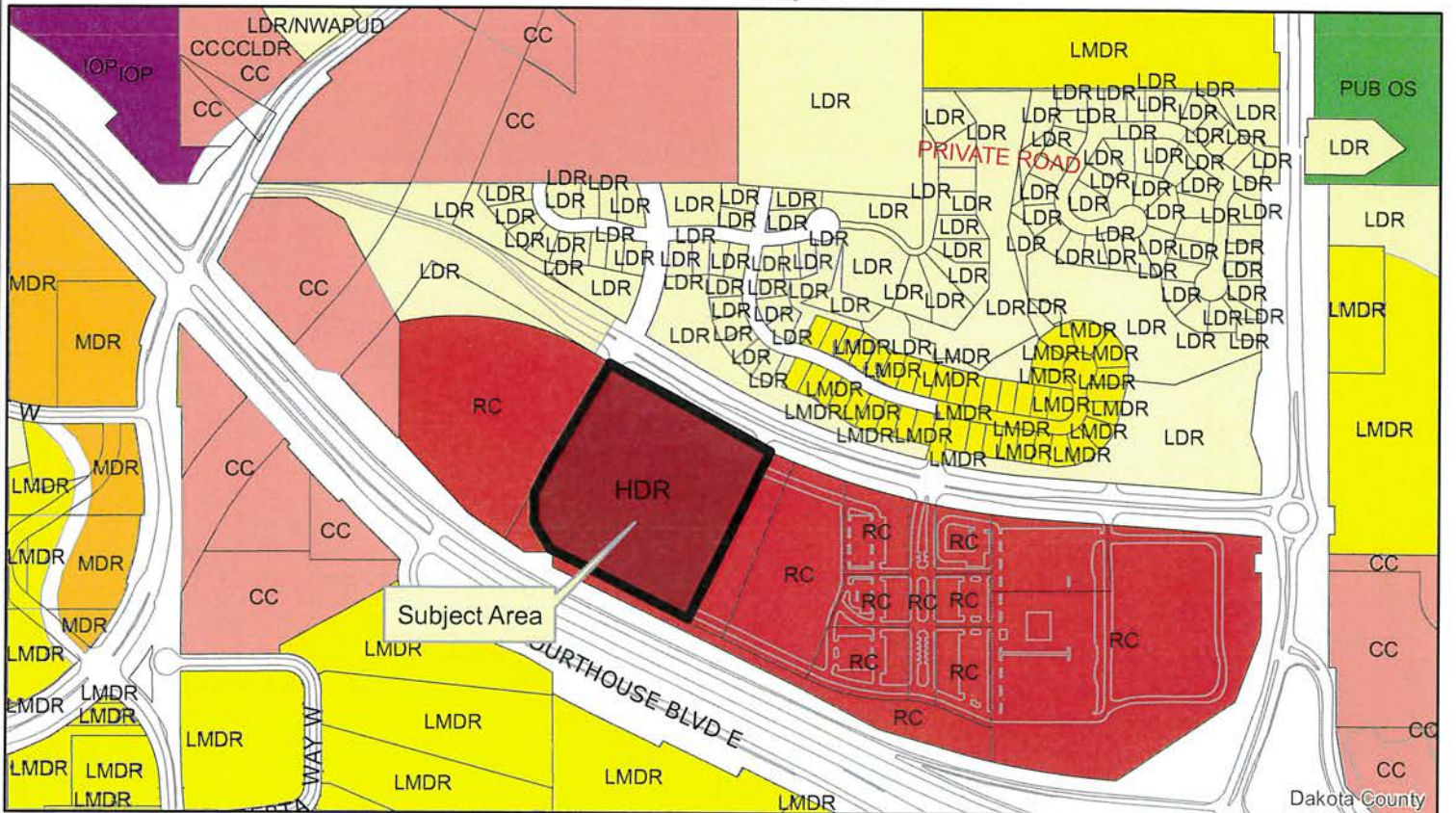
Case No. 18-24PUD



Existing Comp Plan



Proposed Comp Plan



PROJECT NARRATIVE

Date:
April 16, 2018



Reference:
Inver Grove Apartments
IGH Investment, LLC by
McGough Development, LLC
Attention:
Allan Hunting City Planner



GENERAL DESCRIPTION

The enclosed plan submission proposes a development with approximately 220-unit high-end Apartment Project located at the Argenta Hills Shopping Area. The Proposed Project is anticipated to be four stories in height, with a pitched roof and a residential blend of brick, stone and high-quality siding materials. It is well set back from the neighboring properties to North, serves as an architectural buffer between homes and the busy, nearby highway 55, and is designed to respect both the adjacent residential and commercial components of the overall development. The average building height from average grade plane (2'-6" below Level 1) is projected to be approximately 54'-0" which is well within the 70'-0" Maximum Height allowed by the R-3C Zoning District.

This building represents a lifestyle shift occurring throughout the metropolitan area. Not only are trends increasing the population renting, but the typical renter expectations for quality of units and overall building design include high-end finishes throughout, inclusive of an amenity rich environment with elements such as: Fitness Rooms, Theater, Business Centers and Community/Common spaces indoors, as well as, outdoor spaces with fire pits, bocce, swimming, sunning and other passive activity. As an example of the shift, an older nearby project - Gramercy of Inver Grove - is of a similar size to the proposed development, but it has only 1/8 the space dedicated for amenities and common areas relative to what is anticipated in the subject development.

COMPREHENSIVE PLAN AMENDMENT

The current zoning for the site in question is Regional Commercial. The North side of the site in question is low-medium density residential. We are requesting an amendment to the comp plan to allow high density residential- **R-3C** -within the confines of the Regional Commercial portion of the site (that portion of Outlot D, Argenta Hills, depicted on the plan included with this Application).

2018 Compromise Proposal



April 13, 2018

Property Information

2017 Development Proposal No Longer Being Considered



Argenta
SF Lots
22 acres donated

In 2017 there were eight (8) primary issues/concerns raised by by some residents in response to our initial project proposal for 400 units along Amana Trail at Argenta Hills:

1. risk to **home values** going down – scenarios to consider when contemplating home values
 - Empty retail buildings, undeveloped or under-developed lots
 - High quality development, newly improved landscaping and community park amenity, more customers to support Main Street retail businesses as well as Target store.
2. negative **impact on individual real estate taxes**
 - lack of development means a lack of city revenue to support infrastructure debt from improvements already made (debt already on the books); that leaves revenue to come from in-place tax payers
 - We were told that city started increasing residential tax bills in January to collect an additional \$1 million to put toward NW area infrastructure – would otherwise be able to come from new development if approved to proceed
3. **crime** increasing
 - Keep site as is***
 - Iwa Sushi broken into in first 2 months of operation
 - Struggling with limited customer base
 - At risk without boost in business
 - Site including Multifamily/Apartment Use***
 - More people on the street make for safer environment
 - Residents around the clock are better deterrent than empty, highway oriented commercial buildings
4. **traffic** getting worse
 - 2017 proposal – 2,700 less cars daily compared with equivalent scale retail/commercial use
 - Compromise – 45% fewer units overall so even less cars than commercial use
5. **too dense** (i.e. too many units)
 - compromise - reduced 45% (from 400 units to 220)
6. **retail opportunity**
 - current Main Street retail square footage (including remaining building pads) can support anywhere from 6 to 20+ small businesses
 - compromise proposal – compared to 2017 proposal, there will be 6-7 Acres more for retail (we aren't changing zoning on the land that had the smaller of 2 buildings proposed last year. It remains commercial and advertised for retail.
7. **Building design concerns**
 - ***Too big***
 - ***Height - to be feasible, a project must be 4 stories, HOWEVER***
 - ***Size & Distance from homes***
 - compromise proposal reduces the building length along Amana Trail by 84% (from 379 feet to 62 feet)
 - compromise proposal pushes a portion of the building density from that reduced northern wing toward HWY-55 by over 200 more feet farther away from homes (closest home was 380 feet from the building in 2017 proposal; same home is now over 580 feet away in the 2018 compromise)
8. **park demand** (non-project specific) – several neighbors report they don't have enough recreation space and want a nearby park experience:
 - Compromise includes much enhanced landscaped improvements and buffering between the proposed residential building and single-family homes
 - Up to 1 acre set aside for community green space/park area for both future apartment residents and homeowners to enjoy
 - Elements and final configuration TBD based upon site engineering and project budget constraints

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

March 16, 2018

Dear Mr. Lynch,

I am writing in support of the new development plans in Argenta Hills shopping center at the corner of Hwy. 55 and South Robert. I supported the last plan as well, but I didn't speak out. I guess I thought it was a done deal and was surprised to hear that the city turned down the rezoning. I fear the opposition was louder, but everyone I talk to in my neighborhood is in favor, so I wanted to voice my opinion.

I live in the Capstone neighborhood to the north of the shopping center. We have lived here almost 6 years with very few tenants coming into the center. Since then we have experienced break ins, mail theft and other mischief. I don't think it helps that we are out in the middle of nowhere but also, there is a big vacant lot nearby and not enough people around it!

My concern is the longer this sits vacant the more our property values will go down. Certainly it is attractive to those who walk dogs, but it is also attractive to trouble makers who think that no one is watching them. It is also close to the highway which makes it convenient for people who don't live here to come in, cause trouble, and get away quickly.

Also, this neighborhood has been talking about accessibility to a park ever since we moved in. We have many young families with small children who could utilize it. The new McGough proposal includes a park which people could walk to, play in and walk their dogs. It would be beautiful green space instead of a big vacant lot with weeds that looks untended.

As families we would like to attract more retail to this area as well. Another restaurant, a drycleaner, ice cream, coffee, anything would be welcome.

Please consider this proposal. We have waited long enough for some progress. I urge you to approve this plan. Everyone I talk to in this neighborhood is in support. We just haven't made our voices heard.

Thank you,



Teri Parker Brown
7538 Alpine Court
IGH

Mc Gough.

Joe Lynch

From: Heidi Christian <heidi.christian@gmail.com>
Sent: Thursday, May 17, 2018 1:48 PM
To: George Tourville; Tom Bartholomew; Kara Perry; Paul Hark; Rosemary Piekarski-Krech
Cc: Joe Lynch; Allan Hunting; Tom Link
Subject: Argenta Hills - Mc Gough Development

Inver Grove Heights City Council Members -

I am writing this e-mail in support of the proposed McGough Development in the Argenta Hills Neighborhood. I reside in the Capstone (Highway 3 Entrance) section of Argenta Hills. When we bought our house 5 years ago we were excited to find quality housing so close to an up and coming development. We were excited about the prospects of being able to walk to Target and whatever little shops or restaurants that were going to come into the retail section of Argenta Hills. We have been aware since we purchased our house that something "large" would be coming into the empty lot across from Target.

When I first heard that the proposal for that area had been changed from retail development to residential high-density housing I was somewhat wary. Like many of my neighbors, I was concerned about increased traffic flow, increased crime, and lower property values. The information presented by Mc Gough along with my own research reshaped my understanding of what the proposed residential unit could do for the area versus having a retail unit there and I became in favor. I was in fact very disappointed to hear it had been voted down during the initial proposal.

The revised proposal by McGough seems to me to be a fair compromise to the concerns previously brought forward by local homeowners. While I understand the concerns of those who live directly across from the proposed development, the lack of development there also negatively effects those of us who live in the neighborhood. Most of us who bought in the area bought for its accessibility, access to future shopping, and the prospect of a nearby park. It has been 5 years since we moved in and our area still has seen no promising movement towards a park so the proposed community space by McGough gives us residents who thought we would have a community area for our kids to play that opportunity. The majority of the shops sit empty. We are thankful that Iwa Sushi continues to remain open despite the lack of density and traffic in the area. We hear rumors of Target pulling out if the store does not see an increase in traffic. Density increases the chance of this neighborhood becoming the thriving vision initially established for it. Voting down this proposal would do more harm to the development of the area while voting for it can only promote growth.

I would sincerely ask you to consider the concerns of the ENTIRE Argenta neighborhood and the surrounding community area. I for one am for the proposal by McGough and hope you would also consider approving it.

Heidi Christian
7536 Auburn Ct
Inver Grove Heights

--

"I get up, I walk, I fall down. Meanwhile I keep dancing!"

Joe Lynch

Argenta Hills -

From: Kara Perry
Sent: Tuesday, May 22, 2018 7:23 AM
To: Joe Lynch
Cc: Michelle Tesser
Subject: Fwd: Support for mixed use space Argenta Hills

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)

City of Inver Grove Heights | [8150 Barbara Ave](https://www.invergroveheights.org) | Inver Grove Heights | Minnesota | 55077

kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Vin Parker <parkertv@me.com>
Date: May 21, 2018 at 10:47:13 PM CDT
To: <jlynch@invergroveheights.org>, <ahunting@invergroveheights.org>, <tlink@invergroveheights.org>, <gtourville@invergroveheights.org>, <rpiekarskikrech@invergroveheights.org>, Paul Hark <phark@invergroveheights.org>, <tbartholomew@invergroveheights.org>, <kperry@invergroveheights.org>
Subject: Support for mixed use space Argenta Hills

Hello,

I am writing to express my support for mixed use space in the Argenta Hills shopping center. Please consider this new proposal from McGough.

I am concerned that if this shopping center remains just a retail space that it will die out just like the center off of Concord with the Rainbow Foods. I am worried that our neighborhood is not really enough to support even the Target, and if Target pulls out, then that will send a signal that nothing can survive here. We need to move forward with development, not only to support retail, but for the safety of our neighborhood. I believe that having an apartment building will add "eyes" to the area in the evening when crime seems to happen. (i.e. Iwa sushi was broken into and the cash register stolen). I feel having an apartment there will serve to strengthen our community by having more people walking the area. The shops were built for foot traffic. They face inward with the parking behind. This area needs more people out walking to help support business's signing on. We have been here for 6 years now with no new activity.

McGough has also agreed to a park/green space that the surrounding neighborhood could use. This is something our neighbors have been talking about since we moved in, to have a place to walk to with kids.

In closing, I think McGough has gone above and beyond trying to get the neighbors input. They have altered the plan accordingly.

Please don't let this opportunity pass us by.

Thank you,
Teri Parker Brown

7538 Alpine Court

Allan Hunting

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Sent: Thursday, June 7, 2018 9:13 AM
To: Allan Hunting; George Tourville; Tom Bartholomew; Kara Perry; Rosemary Piekarski-Krech; Paul Hark
Subject: Re: Proposed Project Amana Trail

Good Morning,

I am writing you to express my concerns about a proposed project (Argenta Outlot D in Argenta Hills) that will come before you on June 11th.

As you know only 5 months ago in January you discussed this issue and voted the project down. I was in attendance at that meeting, along with many other concerned citizens. What I heard from you all is that this is one of the last areas of potentially prime retail spots for Inver Grove. It seemed that there was the suggestion to wait to see how the surrounding area develops over the next few years and that a zone change to high-density residential was not in the best interest of the area. So why/how have things changed so drastically in 5 months?

The way McGough is seemingly doing this is simply breaking their monster 400 unit apartment complex proposed in January to two different phased proposals. They will try and push Outlot D proposal through now and then at a later time we will be back in the exact place we were in January with phase 2 being Outlot C.

We have also not seen concrete plans for the apartments so it is hard for our community to support or oppose this project until we actually see plans. I feel like this breaking up of the project is just a way for McGough to get there large-scale high density project through in just a different way then they proposed in January.

I also continue to think this is not the right place for high density housing, especially with many other high density projects going up, already approved and being built, within 4 miles of this area. (For example, in Mendota Heights off Dodd and 110, 140 luxury units are near completion.

There are a lot of areas throughout the City that are already zoned for these type of projects as called out in the City's comprehensive plan, if the City feels they need a project like this, why not build it in already zoned, planned multi-use or high density areas? For example as called out in the Comprehensive plan:

- "Robert Street and 70th Street West: The Comprehensive Plan designates the area at the intersection of South Robert Trail and 70th Street West as mixed use. The vision for this area is to establish a neighborhood hub that integrates higher density residential uses with neighborhood commercial services."
- "Concord Blvd Higher density residential uses should be supported not only as a means to redevelopment but as a means of intensifying the corridor to support commercial uses, provide a labor force and take advantage of public improvements such as Heritage Park."
- "494 Interchange area could support high density"

The plan states that higher density housing opportunities around "transit stops provide opportunities for more sustainable life styles that are less dependent on the automobile." There are NO transit stops anywhere near this proposed project. This will not attract the residents that the developer is promising us and the City.

I urge you not to support this project again. Thank you for your time.

Samantha Fitzgerald

7668 Addisen Path

[703-850-6035](tel:703-850-6035)