

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, June 25, 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 June 6, 2018 City Council Work Session Meeting

ii. Minutes of June 11, 2018 City Council Meeting

B. Resolution Approving Disbursements for Period Ending June 20, 2018

C. Consider Pay Voucher No. 1 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

D. Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction

E. Consider Resolution Receiving Bids and Awarding a Contract for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

F. Consider Resolution Accepting Proposal for Professional Design and Engineering Services for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane

G. Resolution Approving an Improvement Agreement for Robert Curve, LLC relating to the Construction of Diffley Court at the Current South Robert Trail/Diffley Intersection

H. Consider Approval of Plans and Specifications, Bidding for Heritage Village Park Dog Park Improvements

I. Consider Approval of the Cost Sharing Joint Powers Agreement Between the City of Inver Grove Heights and Dakota County for Funding of Dakota County Eastern Transit Study

J. Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections

K. Consider Approval of the Hire of Janice Gundlach to the Position of Community Development Director

L. 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. KIRK LINDBERG; Consider a Resolution relating to a Conditional Use Permit to allow steel siding on an accessory building for property located at 8799 Audubon Road.

B. FUEL OIL SERVICE CO. (HOLIDAY GAS STATION); Consider a Resolution relating to a Preliminary and Final Plat for the new 7,300 square foot gas and convenience store located at 7020 South Robert Trail.

C. INDEPENDENT SCHOOL DISTRICT 199; Consider the following for property located next to the Salem Hills Elementary School at 5869 Babcock Trail;

- a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to Public/Institutional.
- b) An Ordinance Rezoning the property from R-1C, Single Family Residential District to P, Institutional District.

II. POLICE DEPARTMENT:

D. CITY OF INVER GROVE HEIGHTS; Modification of City Code requiring that Pawnbrokers and Precious Metals Dealers Report Transactions to a Police Department Authorized Electronic Records System

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JUNE 4, 2018, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in work session on Monday, June 4, 2018, in the Inver Grove Heights Council Chambers. Acting Mayor Piekarski Krech called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville (arrived 6:08 pm), Councilmembers Bartholomew, Hark, Perry, and Piekarski Krech. Staff present; City Administrator Joe Lynch, City Attorney Tim Kuntz, Allan Hunting, City Planner, Michelle Tesser, City Clerk, Police Chief Paul Schnell, and Deputy Chief Sean Folmar.

1) Review No Parking on Babcock Trail

Deputy Chief Folmar presented the item, and stated In August of 2017, the Council passed a resolution that prohibited parking on Babcock trail from Upper 55th Street to 60th Streets on both the east and west side of the street. The county installed the signs. Council requested follow up after the school year. In the packet is a summary and recommendation on this item.

Councilmember Piekarski Krech said there were a few people that were not really happy with the no parking. When she goes by there some people are still parking there. Mr. Folmar said there are people stopping there, not getting off the roadway and by the time a police officer arrives they are gone. We do try to give it extra attention. Some people do not understand that pulling over is the same as parking. Two phone calls he received were from a Ms. Taylor, 1909 59th Street and Ms. Unrue at 5888 Babcock Trail. They were supportive or neutral on the subject. Neither one was opposed to the no parking. There is not a whole lot of opposition to the no parking. There is some positivity to it. It is worth continuing since the school district purchased the property that is directly adjacent to the school. They will be coming before the Council to rezone the property. They have hired an engineer to give them some ideas on what to do with the property to help ingress and egress. Joe Lynch, City Manager, said that according to the Superintendent they would like to create a new entrance, create some additional parking, and use the existing entrance as an exit only.

Councilmember Piekarski Krech asked if there were any problems with parking when residents were holding a graduation or an event at their house? Mr. Folmar responded no. No one has commented negatively on that. If additional parking was needed they have worked it out with the school.

Councilmember Perry asked when the school holds an event, like their carnival, do they contact the Police so an eye can be kept on that area? Mr. Folmar said they typically do not notify us, but we do know when they are having an event because we have a police presence at it. Councilmember Perry said in May, they had a grandparent's day and the pre-school graduation and there were cars parked in the no parking zone on both sides of the street. She was there for both of events. Mr. Folmar said if there is a special need, we have 24-hour notice we can bag the signs and then remove the bags from the signs.

Councilmember Piekarski Krech asked if they were busing people to the school. Mr. Folmar responded they tried busing facility to the school for a while. They did hire a traffic consultant and they then changed the way they pulled the buses in front of the school. They now utilize the path in the back of the school, which allows more cars to get off the road and into the parking lot.

Councilmember Bartholomew said there was a letter from a resident that was concerned about u turns. Were a lot of problems seen with u turns in the area? Is a u turn permitted? Mr. Folmar said a u turn is permitted. They are also going down the side streets and pulling in the first driveway, nosing in, backing out and making the turn. This is also happening on 81st by Cahill at the middle school.

Councilmember Hark asked if the signs are going to be covered does the county need to be involved. Mr. Folmar responded no.

Councilmember Piekarski Krech asked what action needed to be taken. Mr. Folmar said the only action would be if Council wanted to remove the no parking. My recommendation is that we leave it. Let the school get through the process they want to get through, consider the future changes they will be making to the property, and consider leaving it as it is because the ditches are deep and there is so little shoulder, this makes parking there very difficult.

Councilmember Hark said he noticed squad cars in front of the high school in the mornings – why are there squad cars at the grade schools in the morning? Mr. Folmar responded that the police officers are enforcing traffic laws at the 20 mile an hour zone when at the school in the morning.

Mayor Tourville asked if the property sale has been finalized by the school district. Mr. Folmar said the sale has been finalized.

2) Off Sale Liquor License Discussion

Michelle Tesser, City Clerk, introduced the item. She said in February, the Council approved a new off-sale liquor license for the liquor store business under the name Mallory and Mikala, (by ALDI). This increased the number of off-sale liquor licenses in the City to nine. A few current off-sale liquor license holders were upset and complained to the council and city staff that there are too many liquor stores in the City and it has affected the market. The city does have the authority to limit the off-sale liquor licenses. The cost of an off-sale liquor license is \$200. Staff has no recommendation on this matter.

Councilmember Piekarski Krech asked when and why the city should set limits for liquor stores, grocery stores, gas stations – what is the rationale for limiting the number of licenses? Mr. Lynch said it is like trash hauling there were several considerations - such as competition, wear and tear on the street, number of pickups. One of the license holders feels it should be limited – the market could be oversaturated. Some cities limit the number of liquor licenses to one per 1,000 residents.

Councilmember Bartholomew said the police department does not see higher volume of calls compared to other retail businesses. If you limit the number of licenses it puts an artificial value on the license that are existing and that would be unfair. He would like to hear a good reason to limit the number of licenses and currently is not aware of a good reason to limit competition.

Councilmember Hark said there is currently one liquor store for 4,000 residents roughly. He does not like being in the business of picking winners or losers in these situations. We potentially may be one national liquor store away from having only one liquor store. It is a difficult situation and he is a fan of a free market. He is worried about the small shops and their ability to compete. We did impose some regulations on rubbish haulers. He thinks this matter should be considered and would like to see no more than nine licenses. This is a tough issue.

Councilmember Bartholomew said we are one vacant license away from a large retailer coming in and capturing a majority of the market just by their size. That to me is not a pressing argument. The pressing argument for me is seeing the public good for limiting the number of licenses.

Councilmember Piekarski Krech said we limited the rubbish hauler licenses and they only serve the people of Inver Grove Heights. Commercial retail establishments serve people from all over, anybody can come in with the free market. If we start limiting retail businesses because of competition what about service stations, auto repair businesses, and grocery stores because of unfair competition, that is my dilemma with this.

Councilmember Hark said Minnesota Statute already limits off-sale liquor licenses for first class cities to one for each 5,000 residents. How long has the statute been on the books and what was the legislative intent of the statute? The state limited the number of off-sale liquor licenses. Councilmember Piekarski Krech also wanted to know why they are limited.

Mayor Tourville said there are good arguments on both sides. It is a tough issue. A good example is if someone wants to put in a liquor store in Argenta Trail. If we are limited we would have to say no. You also could be artificially inflating the license because someone waits for a license. Can you have too many coffee shops or gas stations? It is free market. Some cities around us do limit the number of licenses and some cities do not.

Councilmember Bartholomew said it would be interesting to know the rationale behind the state legislature decision. He also wanted to know the definition of a first-class city. Mr. Lynch said it is determined by population, he provided the first-class cities: St. Paul, Minneapolis and Duluth. He stated it is a limited number.

Mr. Lynch said a couple of things to think about are whether grocery stores are allowed to sell alcohol. He stated that issues was brought up in the legislature this year and it came close to passing. He believes it is going to pass soon.

Mr. Lynch stated we need to think of retail establishments, Target did come in to explore the opportunity to create a space to sell alcohol which is being done in combination stores. The AMC theater is now selling alcohol. One cautionary thing to consider is the continued use of availability for the sales of alcohol. I am thinking of the health, welfare, and safety of the community. Should Council limit that type of access? We need to think of other types of opportunities that might come along for example grocery stores, or other retail locations like Target or Walmart that may want a liquor license in the future.

Tim Kuntz, City Attorney, said a city of the first class is a city with over 100,000 in population. If a city dipped below the 100,000 population (like Duluth did) there is a special provision that they can stay a first-class city if they choose to.

Councilmember Piekarski Krech asked about the benefits of being a first-class city. Mr. Kuntz responded that Inver Grove Heights is a second-class city (a city with over 20,000 population). The grades are based on population. It is an antique of the past. If you were a city of the first-class you could pass certain laws that perhaps other cities could not. Mr. Lynch said some would say it creates exceptions from regulations and allows certain regulations because the city is of a certain size.

Mayor Tourville said there are certain statutes that affect each class of city.

Councilmember Piekarski Krech said it would be interesting to learn why the state limited the number of off-sale liquor licenses in first-class cities to one for each 5,000 population and why there are no limits for the other classes of cities?

Councilmember Perry said Inver Grove Heights is still growing and does not see the point of limiting the licenses since the city is still growing.

The Council had mixed views on the issue and decided to keep an eye on the increasing number of liquor licenses in the future.

3) Vitals Program Update

Police Chief Paul Schnell presented the item. He said the Vitals Aware Service program was initiated earlier this year. It is a program used by all Dakota County agencies except Burnsville. All participating law enforcement agencies are able to track people who use the app that have some type of disability such as autism or dementia. We can get information about them so that incidents don't erupt. We are encouraging people to use this app. The need for this in the county is significant. He showed a short video of the hows and whys of the Vitals app. People can also use the app for free now.

People that use Vitals carry a small beacon and when it comes into contact with a cell phone in each squad it sets off a tone and will give the information of that person to the cell phone app. The information that is put in the app is provided by the family and can be changed at any time. It can include voice directions from a family member. He showed a sample profile of a person using the app. It can show a range of triggers. Medications and medical information is included. Caregiver information is also provided. All the squads are equipped with cell phones and have this app. It would be a good service for our community to help deescalate situations. Eight people are on the program in Inver Grove Heights. Minnesota is a pilot for this program and the program was built in Minnesota. Families can get one-year free service to the Vitals program.

The information in the app is for first responders use only. Fire service may have access to the information in the future as it develops and grows. This can really reduce negative encounters with people who suffer from a range of disabilities.

We are promoting the program on our Facebook page because we want to encourage people to sign-up to use the program. We are going to do an aggressive push at the school district and through social media to try to increase program users. It is a great tool. It will make a difference. When we get into a certain range of a person using the app, the first responder receives an alert that a vulnerable individual is within range.

Councilmember Bartholomew asked if there was a cost to the city for using the program. Mr. Schnell responded there is a cost to the city of about \$4,000 and forfeiter money was used to buy into this program. It provides the secure app on our end - it is on the cell phones in the squads which has access to the app. We did not want to be in the position where the neighboring communities were using this, and if we were not using the program then people in our community did not have access to this app. Ultimately, the cost will be borne out of the subscribers. Most of subscriber's costs will come from insurance or from waivers from social services.

Councilmember Bartholomew asked if it was an annual fee or one-time fee. Mr. Schnell said there is an annual fee of \$4,000 for us.

Councilmember Piekarski Krech asked what the amount of the fee is for subscribers. Mr. Schnell said he thought it was \$20 a month but the first year is free.

Councilmember Piekarski Krech asked why Burnsville did not sign-up for the program and asked if cost was a factor. Mr. Schnell said they wanted to wait and see about the cost. You do pay by the number of phones the department has (squads only or each officer). They also wanted to see the level of interest this program will have. Social services are just beginning to push the program.

Councilmember Piekarski Krech asked if all St. Paul police officers have the app. Mr. Schnell responded that they did. A St. Paul police officer was behind this program as he has a child that is autistic. He became a huge advocate for having and using this type of tool. It is a simple, important and remarkable tool for police officers.

Councilmember Hark asked how long the city has had the app. Mr. Schnell responded it was launched in late February or early March. We are also hopeful with the new 917 program coming to the city. He stated that one of the service demands may be walk-a-ways and we think the app will be useful in helping us as we respond or address some of those issues. Councilmember Hark asked how many individuals in Inver Grove Heights use the app? Mr. Schnell said there are eight (8) Inver Grove Heights residents currently using the app. The key is getting people aware of the program.

Councilmember Bartholomew said he thought the program was great and that it offered two types of protections to the citizens and the police officers. Mr. Schnell said this program would be a risk deduction and a liability reduction tool. There is also protection to the city as a whole.

Mayor Tourville said he was looking for a price after the first year for subscribers. Mr. Schnell said there is a range of services with a range of pricing for the program. Waiver services may offer some reduced costs. Mayor Tourville said it looks like it is \$60.00 per household. There is also a family plan for \$60.00. Mr. Schnell says the app does not allow us to track or locate people because of privacy concerns. It will tell us if we are in the perimeter of a person using the service. The company believes the cost will go down as people start using the program.

Councilmember Bartholomew asked about the number of people participating in Dakota County. Mr. Schnell said the numbers are low right now. We need to push the program.

4) Bituminous Roadways Noise Study Update

Mr. Allan Hunting, City Planner, introduced the item. He stated back at the February work session the Council discussed doing a noise study at Bituminous Roadways. During their review process some neighbors felt the noise was getting louder over the years. Staff had Barr Engineering prepare a proposal for a noise study. It is a simple process. They would look at having monitors at the perimeter of Bituminous Roadways property and one or two monitors at a residence. It would run for a one-week period during normal business hours in June or July when there is maximum activity.

They would take that information and do an impact assessment where they would review the raw data against the established standards of the Minnesota Pollution Control Agency has for noise. A final report with the noise analysis would be presented to the Council.

- The cost for one monitor on the property and two residences would be \$7,200.
- The cost for one monitor on the property and one residence would be \$6,000.

Staff is looking for further direction on proceeding with the noise monitoring.

Councilmember Piekarski Krech believes the noise study needs to be done and it should be done at two residences. One of the reasons for two residences is because you don't know if you are getting the noise if it is bouncing around.

Councilmember Bartholomew agrees with Councilmember Piekarski Krech and believes it would be money worth spending.

Mayor Tourville asked if the noise monitors are installed everyone will know then they are being installed. Mr. Hunting said yes. He would go back through the Council minutes and the residents with the greatest concerns he would contact them to see if they were willing to have a monitor on their site. We would then work with Barr Engineering so that Bituminous Roadways would not know where the monitors are being installed and the timing of the installation.

Councilmember Piekarski Krech said now is a good time to monitor for noise as it is their busy time. Mr. Hunting responded that the monitors could be installed but not turned on when they are installed. It could be a couple of days or a week before they are turned on.

Mayor Tourville said weather would affect the noise greatly such as rain, temperature and wind. We do need to also get a baseline. He believes everyone on the Council agrees it needs to be done.

Councilmember Hark asked if Barr Engineering went out and set the monitors then activated them. He asked about inclement weather and what that would mean. Mr. Hunting responded in the affirmative but was not sure how exactly they handle that type of situation.

Mayor Tourville said he thought a baseline was going to be done on the water because there was a big discussion about the water and how often it got tested or was tested. Mr. Hunting said he believes the wash ponds were going to be monitored one every other year and a schedule was set. He was not sure what was going on with a baseline. Mayor Tourville said some residents had asked what numbers the city gotten from the past regarding the water. The noise was one piece and the water testing was another piece of the discussion. The city needs to do a better job of documenting what we already have.

Mayor Tourville said the noise monitoring bid should go on the next Council meeting for approval.

B. Adjourn

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The work session adjourned at approximately 7:06 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 11, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, June 11, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, City Engineer Kaldunski, City Planner Hunting, and City Clerk Tesser.

Absent were: 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 29, 2018 City Council Meeting.

B. Resolution 18-115 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 18-116 Approving a Revised Final Plat for Blackstone Vista 3rd Addition.

E. Resolution 18-117 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 18-118** 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 18-119** Receiving Quotes, Awarding Contract, and Approving Change Order No. 1 for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance.

N. Consider **Resolution 18-120** 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 18-121** 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. **Resolution 18-122.**

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. **Resolution 18-123.**

R. Personnel Actions.

S. Resolution 18-124 Approving 5039 Brent Avenue Purchase Agreement.

Councilmember Piekarski Krech requested to pull Agenda Item 4Aii.

Councilmember Hark requested to pull Agenda Item 4Ai.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Hark to approve Agenda Item 4Ai, the Minutes of May 7, 2018 City Council Work Session.

Ayes: 3

Nays: 0

Abstain: 2 (Bartholomew, Hark) Motion carried.

Motion by Bartholomew second by Perry to approve Agenda Item 4Aii, the Minutes of May 29, 2018 City Council Meeting.

Ayes: 4

Nays: 0

Abstain: 1 (Piekarski Krech) Motion carried.

5. PUBLIC COMMENT:

There were no public comments at this time.

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.

City Administrator Joe Lynch stated that during a discussion at a Work Study Session, it was suggested to move forward with the application that did not include 105th Street. He stated that it would cost approximately \$10,000 in escrow with mandated changes at an estimated cost of \$250,000. Staff recommends that the escrow would come from the Host Community Fund. He stated that if the Council does not move forward with improvements at this time you would lose the escrow amount.

Mayor Tourville stated that they would be working with the railroad on this item and would know what they would expect and the cost. He commented that Staff has come up with a few funding sources.

Councilmember Bartholomew asked if Community Development Director Tom Link had come up with any other funding sources to date. He stated that the three quiet zones proposed on Concord Avenue did not require any upgrades and that they would be looking for consulting work right now.

City Administrator Lynch responded that there have been no updates on funding sources.

Mayor Tourville commented that he supports this item. He stated that they have to look at getting the engineering completed so they can apply for outside funding as the application is very specific.

Councilmember Hark agreed with Mayor Tourville's comment. He stated that for clarification purposes, if they proceed with this, they have to put \$10,000 in escrow, and if they decide not to move forward, they will have to forfeit that money.

Councilmember Piekarski Krech stated that the longer they wait the more expensive it will become.

Motion by Piekarski Krech second by Hark to approve to Consider the Application of SRF Proposal for Railroad Quiet Zone Implementation, including 105th Street.

Mayor Tourville commented that this is about quality of life and that the train whistle can blow in that area anywhere from three to ten times a night.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-125.

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. Resolution 18-126.

City Planner Allan Hunting stated that there are two parts to this application. The first is for the Final Plat/Final PUD Plan, which are consistent with the preliminary plans.

He stated that the request is for a 110,000 square foot building that meets all setbacks and parking standards. The landscape plan was short some trees so they will be providing money to the tree fund. He stated that a development agreement will be coming before the City Council at a future meeting. He stated that the second item is regarding the vacation of an existing public street easement. He commented that when it was platted and approved there was a public street easement placed there. That road is no longer necessary. He stated that the other affected owners agreed to, and signed, the petition for the application.

He stated that there are other actions to be taken care of as follows:

- An assessment agreement on the road, which is no longer necessary and would need to be released.
- There is a temporary easement that needs to be changed to permanent easement as the cul-de-sac would become permanent.
- The Release and Waiver of Claims would have to be signed from the property owners to the north and east. The Agreement states that they understand that they no longer have rights to a public right-of-way.

He stated that staff has asked to add one condition to the Resolution that states, "prior to the commencement of grading, all plans shall be approved by the City Engineer".

Staff and the Planning Commission recommend approval of the two requests.

Councilmember Piekarski Krech questioned what would happen with the road leading to the cemetery.

Planner Hunting responded that they would be reconstructing a new driveway on the cemetery property. John Allan, Industrial Equities, 321 1st Avenue North, Minneapolis, stated that they have agreements in place and are awaiting signatures on a few other items. He stated that his company deals with many different municipalities around the metropolitan area, and that this City has exceptional staff that has been dealing with this complex situation.

Motion by Piekarski Krech second by Perry to approve INDUSTRIAL EQUITIES; to Consider the following actions for property located at Outlot A & D Gene Worrell Church Acres;

a) A Resolution 18-125 relating to Final Plat and Final PUD Development plan for a 110,000 square foot industrial warehouse project.

b) A Resolution 18-126 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 with the addition of grading by the Engineer.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-127.

Mayor Tourville wanted to clarify that the City Council is not shutting down the Holiday Gas Station at the corner of 70th and Robert Street. The Gas Station is going to be remodeled while the roundabout and road are under construction.

City Planner Hunting stated that Holiday will be tearing down the existing building of 2,400 square feet and rebuilding a building that is 7,300 square feet. The building will face east/west with similar access points. He stated that all of the performance standards have been met and that storm water ponding for the site will be on the southerly piece and will need to be re-platted so it is all on one lot.

Staff and the Planning Commission recommend approval.

Councilmember Piekarski Krech asked when they will begin the project.

City Engineer Tom Kaldunski updated the Council on the following changes:

- The roundabout project is out for bids. Once the bids are complete, the County Board will be looking at the bids in early July and then will award a contract.
- Construction on 70th Street will begin in late July. The four-way stop will become a three-way stop with eastbound traffic on 70th blocked off for utility work. He stated that this will help with the 65th Street project which will begin after July 18th and will result in a complete shutdown of Highway 3 with that portion re-opening in the winter.
- The County will begin work on the roundabout project in spring 2019, weather permitting, with completion taking place in approximately four months.

Councilmember Bartholomew asked if the drain field and pond would have a large enough capacity for drainage.

Engineer Kaldunski displayed a map with the locations and responded that they have a large regional basin for this process.

Mayor Tourville asked when the teardown will begin.

Casey Beaton, Holiday Stationstores Corporate Offices, Bloomington, responded that due to delays, they will maintain the current facility until the spring. They hope to begin the retention pond and then escalate the construction schedule in the spring.

Motion by Piekarski Krech second by Perry to approve FUEL OIL SERVICE CO. (HOLIDAY GAS STATION); to Consider Resolution 18-127 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.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 18-128.

City Planner Allan Hunting stated that this is an application for the Comprehensive Plan land use change. If it is successful they would have to come back for rezoning and site plan approvals.

He stated that the original application was for all of the vacant land to the west of Target. The proposal then was changed to High Density Residential with 400 units within two apartment buildings. Council denied the request. He stated that the Applicant has re-submitted a plan to address the issues and concerns the Council had. This request is to have 10 acres changed to High Density Residential with a single building with 220 units, and the balance of the land remaining Regional Commercial. Staff and the Planning Commission are supportive of the land use change as proposed.

Mayor Tourville stated that there would be no change in zoning if the Metro Council and/or the City does not accept the proposal.

Planner Hunting responded that was true. He stated that if the City Council were to take positive action tonight, this would not go into effect until you have approved the rezoning and site plan. If that is not approved, the land use guiding stays as Regional Commercial and the Council's action tonight does not automatically change the category to High Density.

David Higgins, McGough Development, 3253 Bryan Avenue South, Minneapolis, thanked the City Council, City Staff, and the neighbors for their help and interest in the development of this area. He stated that they have reduced the density by 45%, the land they would use has decreased by 42%, and the building size has been reduced and moved away from the neighborhood. He stated that they have addressed the neighborhoods desire to have greenspace and recreation space as well.

Councilmember Bartholomew questioned if the space left would allow for enough parking for an anchor commercial building.

Mr. Higgins responded that there should be adequate parking.

Mayor Tourville responded that there is not a plan yet, but that the difficulty was that if they get the rezoning and develop a plan, if the plan isn't accepted, then they do not get the rezoning. He stated that the Met Council has to approve the change in the Comp Plan and then it comes before the City Council. The neighborhood will also get an opportunity to look at it.

Vin Parker, 7538 Alpine Court, stated that it was a good opportunity for the neighborhood to move forward with this property. He commented that he has lived here for six years and that they were told varying stories about what would go in, some of which was a big box or junior box store. He was concerned about what would happen to that land if this doesn't move forward. He stated that he was not in favor of having an industrial type business going in there due to the traffic that those businesses bring. He commented that this was a good compromise with this plan. He stated that he appreciated the Community meetings that McGough has held and that they have listened to the neighbor's feedback. He stated that he supports this plan.

Samantha Fitzgerald, 7668 Addisen Path, stated that five months was not long enough to wait before making this change. She referenced some comments that the City Council had made at their January Council meeting and stated that none of those issues were addressed by McGough. She urged the City Council not to support this proposed change to the Comprehensive Plan.

Steven McCortney, Business Director at McKeever Dermatology Clinic, 7781 Amana Trail, stated that he has been at this location for four years and that three of those years they have been the only ones there. He commented that going forward with a mixed-use proposal with more residences would bring more traffic to the area.

Councilmember Piekarski Krech asked Mr. McCortney if they would be open five days a week again.

Mr. McCortney responded that they were open five days a week at times, but that they are currently down to being open two days a week due to the lack of a Doctor who is on maternity leave. Once that Doctor returns, they will be back to being open four days a week.

Jen Helm, 8578 Crismon Court, stated that she was pleased that McGough has come forward with this plan and felt that it supports the Target store and could attract more retail to the development. She stated that this end of the City lacks density and that this project would bring more.

Cheryl Randall, 7577 Alpine Court, stated that she fully supports the new proposal and plan amendment by McGough. She commented that making a portion of this land residential would bring more people, attract more retail, and can bring the Community together to make this a thriving Inver Grove Heights.

Chad Mitchell Peterson, 1528 76th Street West, stated that he appreciated that McGough organized the neighborhood meetings. He commented that he wasn't objecting the new proposal but was concerned with giving up the retail.

Jim Wilson, 7511 Autumn Way, stated that it has been a long time since this whole process began and that McGough has tried to get retail in the area and it hasn't happened yet. He commented that this should be a yes vote, as this area could become an eyesore over time. He hoped that the Council would approve the change.

Jaime Besser, 7656 Addisen Path, stated that there has been a lot of thought from McGough and felt this plan was better than the one given in January. She commented that if this does go through there needs to be ample time with the retail portion.

Matt Dian, 7533 Alpine Court, stated that he supports the change in plans. He has lived there for several years and agrees that waiting on retail has not been a good plan up to this point. He agreed that this plan would have less traffic in the area than it would if they had a big box store.

Heather Thornton, 7621 Addisen Path, stated that she was surprised they were back here after five months. She stated that they have met with McGough several times over the last few months and feels that the plan they have come up with this time takes into account the neighborhoods concerns. She

stated that she was in favor of approving the Comprehensive Plan Amendment but wanted to find out more about the site plan for both Outlot C and D and felt this should all be dealt with together rather than separately. She was in approval of both Mixed Use Residential and the Commercial.

John Murphy, 7652 Addisen Path, stated that his home backs up to Amana Trail, and that he disagrees with the notion that the houses along there were discounted based on location, as his home price was not. He commented that he disagreed with the efforts that McGough put forth with regards to renting the properties as he was one attempt to do so. He commented that he liked this plan and felt they did a great job of meeting with the Community. He stated that he was concerned that they could be back before the City Council again with a request to put up more residential, but for now, he supports changing this.

William Shetka, 7642 Addisen Path, commented that he was unsure if he was for or against this. He stated that he was concerned about the height of the building.

Karin Stuber, 7557 Auburn Court, stated that she was in support of the plan as presented. She stated that she believed the developer did a traffic study and found that residential produced fewer traffic than commercial would and that this would also have less surface parking. She commented that she was concerned about the viability of Target in this location long term if something doesn't take place.

Motion by Piekarski Krech second by Perry to accept all correspondence received this evening and over the course of this period for this Agenda Item.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech asked if there were any plans or talk of what could take place with the property located to the west of this area. She stated that the land is open for development and guided Community Commercial. She asked what precedence they will set by putting residential in the area.

Planner Hunting responded that they have not spoken to anyone who owns that piece as it is not a part of the original PUD. He stated that there is an overhead power line that runs through it which could prove difficult.

Mayor Tourville stated that the people that own that parcel, Traditions, have asked if the City would like to buy that parcel for a park. He stated that he didn't know that they were selling it for a park and that they are waiting on power line, road easements, interchange, and right of way items to occur. He stated that Dakota County is the leader on those items and that it may happen next year. He stated that Traditions is typically a home builder, not a commercial developer.

Councilmember Bartholomew stated that he was opposed to this back in January but sees this as a compliment to the Regional Commercial. It adds value to the Regional Commercial that is there, it preserves it, and adds value to the piece that is left. He stated that all of the conditions and compromises should be adhered to when it gets to the site plan and that they should preserve the acre and the setback. He stated that he didn't like the idea of a 440 unit in the beginning, but that he sees this as a compromise now.

Councilmember Hark complimented the developer on the process they went through with the neighborhood involvement. He stated that resident Samantha Fitzgerald had mentioned that some Councilmembers suggested that we should take a wait and see approach. He stated that the developer came back in and worked with the neighborhood and compromised with their original plan. He is in favor of this and felt that if something didn't go in over there it may not end well. He commented that this will add needed density to that corner.

Councilmember Hark reiterated that this is just the Comprehensive Plan Amendment. He stated that the developer will have to come in with a site plan and rezoning application and the City Council will have to approve of them. If that isn't approved then the site plan is null and void. He stated that he hopes that the developer will continue to work with the neighborhood as they firm up the plans.

Councilmember Piekarski Krech stated that the City Council keeps hearing that they themselves designed those shops with the parking located in the back. She said that the Council doesn't design these and that whoever owns them does. She stated that she would like to see them build some stores in the leftover outlets that would have parking in the front along with a different configuration. She agreed that if we didn't get more density in at some point, we are not going to have the businesses that are there such as Target. She commented that we need to support the businesses that are within our Community.

Councilmember Perry stated that back in January the City Council met with McGough many times and that this was the first big item that she herself had to make a decision on. She didn't think at the time it made sense to get rid of all that retail space. She stated that this was a great compromise and is in support of this.

Mayor Tourville thanked the residents for staying involved. He stated that McGough has put forth a lot of effort in the last two years.

He stated that there will be a large retail factor over at the Vikings Center as it won't be just housing going in there, there will also be more retail as well. He commented that we could come up with a venue that people will want to come to. He stated that they still needed to look at transportation, trails and greenspace. He commented that the kids in the area there are little now and that they don't want to wait until they are in high school to have something take place.

Motion by Hark second by Perry for MCGOUGH DEVELOPMENT, LLC; to approve to Consider Resolution 18-128 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.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that a lot of people have contacted the City regarding this item on the Agenda. He asked that when they come back for the site plan and other items, they need make sure they have enough contact information so that everyone stays involved.

Planner Hunting stated that the City has always notified the entire residential area of Argenta Hills. Some of the initial notices from the developer may have only gone to some.

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).

City Attorney Tim Kuntz stated that there is a Minn. Stat. § 13D.05, Subd. 3(c)(2) and (3), which allows the City Council to go into a closed-door Executive Session to consider non-public appraisal data and to make

offers and counter offers with respect to the purchase of property. The City Council is utilizing that Statute this evening and is being asked to go into a closed-door session to consider the property located at 6840 Dixie Avenue, comprising two tax parcels as identified in the Agenda. He stated that the Session is taped, and that the tape becomes public if the matter is abandoned or if the matter goes to fruition and the purchase occurs. He asked that they make a Motion to move to Executive Session for the purpose that he outlined under the MN statute.

10. ADJOURN:

Motion by Piekarski Krech second by Perry to move into Executive Session at 8:28 p.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 25, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Angela Freier, Accounting Tech
 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 June 6, 2018 to June 20, 2018.

SUMMARY

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

General & Special Revenue	\$377,279.07
Debt Service & Capital Projects	\$1,184,439.31
Enterprise & Internal Service	\$304,597.26
Escrows	\$6,340.89
Grand Total for All Funds	<u><u>\$1,872,656.53</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 June 6, 2018 to June 20, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending June 20, 2018 was presented to the City Council for approval;

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

General & Special Revenue	\$377,279.07
Debt Service & Capital Projects	1,184,439.31
Enterprise & Internal Service	304,597.26
Escrows	6,340.89
 Grand Total for All Funds	 <u><u>\$1,872,656.53</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of June, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 06/06/2018 - 06/20/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
EMERGENCY RESPONSE SOLUT...	10802	06/12/2018	4/4/18	101.42.4200.423.40042	1,223.79
UNIFIRST CORPORATION	090-0415102 B	06/20/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0415102 B	06/20/2018	1051948	101.44.6000.451.60045	24.47
NATURE CALLS, INC.	25713	06/12/2018	4/30/18	101.44.6000.451.40065	824.65
DAKOTA CTY PROP TAXATION &...P	551665	06/12/2018	P 551665	101.45.0000.3413000	96.00
ZACK'S, INC.	32765A	06/12/2018	5/15/18	101.44.6000.451.60040	77.94
G & M TREE MOVING INC	1860	06/12/2018	5/16/18	101.44.6000.451.30700	3,840.00
DOMINION VOTING SYSTEMS, I...	DVS124404	06/12/2018	USMNINVERG	101.41.1200.414.60040	2,000.00
DAKOTA ELECTRIC ASSN	246837-9 6/18	05/29/2018	Electric	101.44.6000.451.40020	2,127.49
DAKOTA ELECTRIC ASSN	250165-8 6/18	05/29/2018	Electric	101.44.6000.451.40020	340.91
DAKOTA ELECTRIC ASSN	393563-2 6/18	05/29/2018	Electric	101.44.6000.451.40020	347.27
DAKOTA ELECTRIC ASSN	426713-4 6/18	05/29/2018	Electric	101.43.5400.445.40020	48.60
DAKOTA ELECTRIC ASSN	443054-2 6/18	05/29/2018	Electric	101.44.6000.451.40020	0.17
FEDEX	6-190-70488	06/12/2018	1101-2523-2	101.41.1100.413.50035	615.31
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.42.4000.421.50020	919.21
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.42.4200.423.50020	598.84
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.43.5000.441.50020	51.50
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.43.5100.442.50020	309.00
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.43.5200.443.50020	396.01
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.44.6000.451.50020	300.28
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	101.45.3300.419.50020	239.80
PINE BEND PAVING, INC.	4230	06/12/2018	5/24/18	101.44.6000.451.40046	10,676.00
EMC	53430	06/12/2018	INVERG	101.42.4200.423.40042	1,325.00
U.S. HEALTHWORKS	0085528-MN	06/12/2018	006745	101.41.1100.413.30500	165.00
ST PAUL STAMP WORKS INC	413195	06/12/2018	INVER002	101.41.1100.413.60018	55.02
DAJ ENTERPRISES LLC	2022	06/20/2018	5/29/18	101.43.5200.443.60016	489.40
KEEPRS, INC	379145	06/12/2018	INVERG0006	101.42.4000.421.60045	485.01
EMERGENCY RESPONSE SOLUT...	11161	06/12/2018	5/30/18	101.42.4200.423.50080	2,610.00
MOORE MEDICAL LLC	99912230	06/12/2018	5/30/18	101.42.4200.423.60065	919.32
MINNEAPOLIS OXYGEN CO.	00026144	06/12/2018	01910	101.42.4200.423.30700	64.79
MINNEAPOLIS OXYGEN CO.	00026145	06/12/2018	01915	101.42.4200.423.30700	64.79
OXYGEN SERVICE COMPANY, INC	03406628	06/12/2018	04394	101.42.4000.421.60065	38.81
VERIFIED CREDENTIALS, INC.	280552	06/12/2018	5/31/18	101.41.1100.413.30700	324.50
VERIFIED CREDENTIALS, INC.	280559	06/12/2018	5/31/18	101.41.1100.413.30500	1,665.25
CRAWFORD DOOR SALES COM...	30066	06/12/2018	4373	101.42.4200.423.40040	1,682.50
LANGUAGE LINE SERVICES	4336403	06/12/2018	9020909043	101.42.4000.421.50020	66.88
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	101.41.2000.415.50025	508.88
CULLIGAN	5/31/18 157-98459100-6	06/12/2018	157-98459100-6	101.42.4200.423.60065	177.13
CULLIGAN	5/31/18 157-98459118-8	06/12/2018	157-98459118-8	101.42.4200.423.60065	73.10
THOMSON REUTER - WEST	838289539	06/12/2018	5/31/18	101.42.4000.421.30700	199.56
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	101.44.6000.451.60040	267.17
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	101.45.3300.419.60040	582.86
PONTEM SOFTWARE BY RIA	00006114	06/12/2018	INV01	101.41.1100.413.40044	792.00
U.S. HEALTHWORKS	0085796-MN	06/12/2018	006745	101.41.1100.413.30500	55.00
MN DEPT OF LABOR & INDUSTRY	ABR0189426I	06/12/2018	0000010749	101.42.4200.423.30700	10.00
DAKOTA COMMUNICATIONS C...	IG2018-07	06/12/2018	JULY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS C...	IG2018-07	06/12/2018	JULY 2018	101.42.4200.423.70502	5,907.50
PERA	INV0074809	06/01/2018	PERA COORDINATED PLAN	101.203.2030600	79.36
PERA	INV0074810	06/01/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	6.11
MN NCPERS LIFE INSURANCE	JUNE 2018	06/12/2018	JUNE 2018	101.203.2031600	320.00
PINE BEND PAVING, INC.	18-253	06/20/2018	6/2/18	101.43.5200.443.60016	1,560.76

Expense Approval Report

Payment Dates: 06/06/2018 - 06/20/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLLINS ELECTRICAL CONST.	1831080.01	06/20/2018	6/4/18	101.43.5200.443.40046	563.00
COLLINS ELECTRICAL CONST.	1831274.01	06/20/2018	6/4/18	101.43.5200.443.40046	286.00
COPY RIGHT	78979	06/12/2018	6/5/18	101.42.4000.421.50030	208.29
DAKOTA ELECTRIC ASSN	109394-7 6/18	05/29/2018	Electric	101.43.5400.445.40020	1,193.17
COMCAST	6/5/18 8772 10 591 0359526	06/12/2018	8772 10 591 0359526	101.42.4200.423.30700	10.53
MUNICIPAL EMERGENCY SERVI...	IN1233564	06/12/2018	C43426	101.42.4200.423.60045	57.54
US POSTMASTER - EAGAN	JULY-AUGUST 2018	06/12/2018	NEWSLETTER JULY-AUGUST 20...	101.41.1100.413.50035	2,500.00
HILLYARD INC	603018262	06/20/2018	274086	101.42.4200.423.60011	258.68
KEEPRS, INC	380560	06/12/2018	INVERG0009	101.42.4000.421.60045	159.98
AFSCME COUNCIL 5	INV0074980	06/08/2018	UNION DUES (AFSCME FAIR SH...	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0074981	06/08/2018	UNION DUES (AFSCME FULL SH...	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0074982	06/08/2018	UNION DUES (AFSCME FULL SH...	101.203.2031000	92.00
MINNESOTA DEPARTMENT OF ...	INV0074983	06/08/2018	STEVE HER FEIN/TAXPAYER ID: ...	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF ...	INV0074984	06/08/2018	JOEL JACKSON FEIN/TAXPAYER ...	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF ...	INV0074985	06/08/2018	JOHN VERDEJA FEIN/TAXPAYER ...	101.203.2032100	190.49
GENESIS EMPLOYEE BENEFITS A...	INV0074986	06/08/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS A...	INV0074987	06/08/2018	HSA ELECTION-SINGLE	101.203.2032500	4,382.45
ICMA RETIREMENT TRUST - 457	INV0074988	06/08/2018	ICMA-AGE <49 %	101.203.2031400	7,036.40
ICMA RETIREMENT TRUST - 457	INV0074989	06/08/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0074990	06/08/2018	ICMA-AGE 50+ %	101.203.2031400	1,593.69
ICMA RETIREMENT TRUST - 457	INV0074991	06/08/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0074992	06/08/2018	ICMA (EMPLOYER SHARE ADMI...	101.203.2031400	81.29
IUOE	INV0074993	06/08/2018	UNION DUES IUOE	101.203.2031000	1,323.84
LELS	INV0074994	06/08/2018	UNION DUES (LELS)	101.203.2031000	1,566.00
PERA	INV0074995	06/08/2018	PERA COORDINATED PLAN	101.203.2030600	39,015.84
PERA	INV0074996	06/08/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,001.25
PERA	INV0074997	06/08/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0074998	06/08/2018	EMPLOYER SHARE (PERA DEFIN...	101.203.2030600	69.23
PERA	INV0074999	06/08/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,413.19
PERA	INV0075000	06/08/2018	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	24,619.86
ICMA RETIREMENT TRUST - 457	INV0075001	06/08/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0075002	06/08/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
LELS SERGEANTS	INV0075003	06/08/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
EFTPS	INV0075004	06/08/2018	FEDERAL WITHHOLDING	101.203.2030200	47,517.36
MN DEPT OF REVENUE	INV0075005	06/08/2018	STATE WITHHOLDING	101.203.2030300	22,743.01
EFTPS	INV0075006	06/08/2018	MEDICARE WITHHOLDING	101.203.2030500	14,587.26
EFTPS	INV0075007	06/08/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	42,829.24
ALEX AIR APPARATUS, INC.	INV-36823	06/12/2018	6/8/18	101.42.4200.423.40040	195.00
GERTENS	440606/1	06/20/2018	103566	101.43.5200.443.60040	112.74
ZEE MEDICAL SERVICE	54114068	06/12/2018	5/30/18	101.42.4000.421.60065	438.75
EYEMED	JUNE 2018	06/12/2018	JUNE 2018	101.203.2032700	268.44
PETTY CASH-WF PURCHASE CA...	MAY 2018	06/11/2018	MAY 2018	101.41.2000.415.70440	137.18
PETTY CASH - POLICE	6/12/18	06/12/2018	PETTY CASH REQUEST	101.42.4000.421.50075	4.49
PETTY CASH - POLICE	6/12/18	06/12/2018	PETTY CASH REQUEST	101.42.4000.421.60065	16.56
OKER INVESTMENTS	6/12/18	06/12/2018	6/12/18	101.45.3000.419.30700	1,377.04
VERIZON WIRELESS	9807876914	06/12/2018	942147853-0001	101.42.4000.421.50020	570.20
MN LIFE INSURANCE CO	JUNE 2018	06/12/2018	POLICY #0027324	101.203.2030900	3,630.09
KENISON, TERRI	MAY 2018	06/12/2018	MAY 2018	101.42.4200.423.30700	850.00
UNIFIRST CORPORATION	090 0411998 B	06/20/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0411998 B	06/20/2018	1051948	101.44.6000.451.60045	24.47
DAKOTA ELECTRIC ASSN	JUNE 2018	06/20/2018	IMPORT DIFFERENCE	101.44.6000.451.40020	16.83

Fund 101 - GENERAL FUND Total: 347,695.14

Fund: 204 - RECREATION FUND

VERIZON WIRELESS	9807825357	06/12/2018	Telephone	204.44.6100.452.50020	51.50
BALDINGER, WENDY	5/29/18	06/12/2018	CONCERT PERFORMANCE 6/12...	204.44.6100.452.30700	255.00
HALE, WILLIAM	5/29/18	06/11/2018	CONCERT PERFORMANCE 7/17...	204.44.6100.452.30700	350.00
KROOG, RACHAEL	5/29/18	06/12/2018	CONCERT PERFORMANCE 8/14...	204.44.6100.452.30700	350.00
SOUTH EAST UMPIRES ASSN	MAY 2018	06/12/2018	MAY 2018	204.44.6100.452.30700	1,624.00
IGH SENIOR CLUB	6/5/18	06/12/2018	MAY EVENTS	204.227.2271000	629.00

Fund 204 - RECREATION FUND Total: 3,259.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 205 - COMMUNITY CENTER					
MEDICINE LAKE TOURS	5/11/18	06/12/2018	5/22/18 TOUR	205.44.6200.453.50090	1,139.00
MN SAFETY SERVICES LLC	52318	06/12/2018	IGHLGI	205.44.6200.453.30700	1,280.00
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	205.44.6200.453.50020	69.32
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	205.44.6200.453.50020	9.80
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	205.44.6200.453.50020	69.33
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	205.44.6200.453.50020	57.39
MULCAHY COMPANY, INC.	349272 B	06/20/2018	308060	205.44.6200.453.80200	10,103.00
HUEBSCH SERVICES	4081522	06/12/2018	92965	205.44.6200.453.40040	224.61
HUEBSCH SERVICES	4081522	06/12/2018	92965	205.44.6200.453.40040	59.70
IND SCHOOL DISTRICT 197 DAK...	5/24/18	06/12/2018	6/6/18	205.44.6200.453.50090	1,771.00
M & E ENGINEERING INC	7316	06/12/2018	5/28/18	205.44.6200.453.80200	3,224.56
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	205.44.6200.453.60065	45.97
Fund 205 - COMMUNITY CENTER Total:					18,053.68
Fund: 291 - EDA ACQUISITIONS					
LANDMARK ENVIRONMENTAL, ...	18005.02-1	06/12/2018	5/31/18	291.45.3000.419.30700	8,270.75
Fund 291 - EDA ACQUISITIONS Total:					8,270.75
Fund: 399 - CLOSED BOND FUND					
EHLERS AND ASSOCIATES, INC.	76979	06/12/2018	6/8/18	399.57.9000.570.30150	4,180.00
Fund 399 - CLOSED BOND FUND Total:					4,180.00
Fund: 404 - SEWER CONNECTION FUND					
METROPOLITAN COUNCIL	MAY 2018	06/12/2018	6/1/18	404.217.2170000	96,915.00
Fund 404 - SEWER CONNECTION FUND Total:					96,915.00
Fund: 434 - 2014 IMPROVEMENT FUND					
WENDEL ADG, LLC	348257	06/12/2018	600801	434.42.4200.423.30200	820.02
WENDEL ADG, LLC	348478	06/12/2018	600801	434.42.4200.423.30200	885.86
WENDEL ADG, LLC	348718	06/12/2018	600801	434.42.4200.423.30200	43,520.34
Fund 434 - 2014 IMPROVEMENT FUND Total:					45,226.22
Fund: 436 - 2016 IMPROVEMENT FUND					
SHORT ELLIOTT HENDRICKSON, ...	349350	06/12/2018	4340	436.50.5900.736.30300	732.76
Fund 436 - 2016 IMPROVEMENT FUND Total:					732.76
Fund: 437 - 2017 IMPROVEMENT FUND					
WENCK ASSOCIATES, INC.	11802803	06/12/2018	B3619-0002	437.73.5900.737.30300	798.30
STEVENS ENGINEERS INC	11487	06/12/2018	PROJECT 900-18-302	437.44.5900.737.30300	621.32
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO 1	06/12/2018	CITY PROJECT 20018-1722	437.44.5900.737.80200	74,360.50
DCA TITLE	6/13/18 IGH/WALSER	06/12/2018	WALSER 4343 65TH ST E	437.44.5900.737.80100	440,914.85
Fund 437 - 2017 IMPROVEMENT FUND Total:					516,694.97
Fund: 438 - 2018 IMPROVEMENT FUND					
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	438.42.4200.423.50025	18.69
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	438.42.4200.423.50025	18.69
Fund 438 - 2018 IMPROVEMENT FUND Total:					37.38
Fund: 440 - PAVEMENT MANAGEMENT PROJ					
MCNAMARA CONTRACTING INC	PAY VO. NO 1	06/20/2018	CITY PROJECT 2015-09D, 2017-...	440.74.5900.740.80300	503,641.48
Fund 440 - PAVEMENT MANAGEMENT PROJ Total:					503,641.48
Fund: 441 - STORM WATER MANAGEMENT					
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	441.74.5900.741.70600	23.00
Fund 441 - STORM WATER MANAGEMENT Total:					23.00
Fund: 446 - NW AREA					
WSB & ASSOCIATES, INC.	5/22/18 7	06/12/2018	5/22/18	446.74.5900.746.30300	3,412.50
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	446.74.5900.746.50025	88.00
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	446.74.5900.746.50025	88.00
WILLIE, CLYDE	TEMPORARY EASEMENT	06/20/2018	CITY PROJECT NO. 2017-24 PID ...	446.74.5900.746.80100	13,400.00
Fund 446 - NW AREA Total:					16,988.50
Fund: 501 - WATER UTILITY FUND					
GREAT NORTHERN ENVIRONM...	1875	03/12/2018	2/26/18	501.50.7100.512.60016	139.34
LVC COMPANIES, INC.	SIL-74200	06/12/2018	4/16/18	501.50.7100.512.40042	24,925.84
ABC RENTALS INC	258277	06/12/2018	225	501.50.7100.512.40050	178.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSS	9560	06/12/2018	5/22/18	501.50.7100.512.60016	519.36
PATRICIA ANN BUTKOWSKI	5/23/18	06/12/2018	2017 WATER REPORT	501.50.7100.512.50032	200.00
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	501.50.7100.512.50020	271.63
CORE & MAIN LP	I894918	06/12/2018	099872	501.50.7100.512.40043	250.00
CORE & MAIN LP	I922768	06/12/2018	099872	501.50.7100.512.60016	1,904.95
GERTENS	26398/6	06/12/2018	103566	501.50.7100.512.60016	67.43
GERTENS	26487/6	06/12/2018	103566	501.50.7100.512.60016	44.95
HYDRODESIGNS, INC	0047653-IN	06/12/2018	INVERGR	501.50.7100.512.30700	1,247.25
GLENN LAWN CARE	1347	06/12/2018	5/31/18	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	8050468	06/12/2018	MN00435	501.50.7100.512.30700	1,082.70
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	501.50.7100.512.40040	852.96
CITY OF BLOOMINGTON	1800108	06/12/2018	6/1/18	501.50.7100.512.30700	420.00
BLACKTOP PROS, LLC	20-312	06/12/2018	6/4/18	501.50.7100.512.40046	2,500.00
WALKER LAWN CARE, INC.	7903	06/12/2018	6/4/18	501.50.7100.512.40046	2,886.02
GERTENS	27117/6	06/12/2018	103566	501.50.7100.512.40040	69.20
WALKER LAWN CARE, INC.	7909	06/12/2018	6/5/18	501.50.7100.512.40046	1,033.75
Fund 501 - WATER UTILITY FUND Total:					39,634.05

Fund: 502 - SEWER UTILITY FUND

INSITUFORM TECHNOLOGIES U...	497443	06/12/2018	102475	502.51.7200.514.40043	13,796.94
METROPOLITAN COUNCIL	0001084146	06/12/2018	5084	502.51.7200.514.40015	158,711.74
Fund 502 - SEWER UTILITY FUND Total:					172,508.68

Fund: 503 - INVER WOOD GOLF COURSE

DAKOTA ELECTRIC ASSN	201360-5 6/18	05/29/2018	Electric	503.52.8600.527.40020	242.85
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	503.52.8500.526.50020	204.97
WINFIELD SOLUTIONS, LLC	000062393054	06/12/2018	8892171	503.52.8600.527.60030	2,609.30
WINFIELD SOLUTIONS, LLC	000062393059	06/12/2018	8892171	503.52.8600.527.60035	803.68
WINFIELD SOLUTIONS, LLC	000062393060	06/12/2018	8892171	503.52.8600.527.60035	1,170.64
WINFIELD SOLUTIONS, LLC	000062393061	06/12/2018	8892171	503.52.8600.527.60035	484.40
WINFIELD SOLUTIONS, LLC	000062393112	06/12/2018	8892171	503.52.8600.527.60030	1,765.47
TWIN CITY SAW	A23055	06/12/2018	5/29/18	503.52.8600.527.40042	231.88
TWIN CITY SAW	A23056	06/12/2018	5/29/18	503.52.8600.527.60040	559.99
GERLACH OUTDOOR POWER E...	153628	06/12/2018	109606	503.52.8600.527.40042	140.46
JOHNSON BROTHERS LIQUOR C...	3265525	06/12/2018	125656	503.52.8300.524.76150	601.40
US FOODSERVICE	3434728	06/12/2018	03805983	503.52.8300.524.60065	102.10
US FOODSERVICE	3434728	06/12/2018	03805983	503.52.8300.524.76050	637.12
US FOODSERVICE	3434728	06/12/2018	03805983	503.52.8300.524.76100	218.81
MTI DISTRIBUTING CO	1168154-00	06/12/2018	402307	503.52.8600.527.40042	1,205.02
PLAISTED COMPANIES, INC.	15766	06/12/2018	5/31/18	503.52.8600.527.60020	859.28
BREAKTHRU BEVERAGE MINNE...	1080808780	06/12/2018	102294	503.52.8300.524.76150	155.05
BREAKTHRU BEVERAGE MINNE...	1090864608	06/12/2018	102294	503.52.8300.524.76150	252.00
M. AMUNDSON LLP	259420	06/12/2018	902858	503.52.8300.524.76050	168.75
JJ TAYLOR DIST. COMPANY OF ...	2847517	06/12/2018	00834	503.52.8300.524.76150	479.30
COVERALL OF THE TWIN CITIES ...	7070251185	06/12/2018	707-2469	503.52.8500.526.40040	1,124.81
JOHNSON BROTHERS LIQUOR C...	3267007	06/12/2018	125656	503.52.8300.524.76150	218.00
COCA COLA BOTTLING COMPA...	3607204000	06/12/2018	6/6/18	503.52.8300.524.76100	1,067.33
US FOODSERVICE	3598687	06/12/2018	03805983	503.52.8300.524.60065	260.89
US FOODSERVICE	3598687	06/12/2018	03805983	503.52.8300.524.76050	1,170.02
BREAKTHRU BEVERAGE MINNE...	1080812112	06/12/2018	102294	503.52.8300.524.76150	368.35
BREAKTHRU BEVERAGE MINNE...	1090867734	06/12/2018	102294	503.52.8300.524.76150	184.90
COCA COLA BOTTLING COMPA...	3607204001	06/12/2018	6/6/18	503.52.8300.524.76100	-150.00
Fund 503 - INVER WOOD GOLF COURSE Total:					17,136.77

Fund: 603 - CENTRAL EQUIPMENT

UNIFIRST CORPORATION	090-0415102 B	06/20/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090-0415102 B	06/20/2018	1051948	603.00.5300.444.60045	39.67
O' REILLY AUTO PARTS	1767-330566	06/20/2018	1578028	603.00.5300.444.40041	62.61
VERIZON WIRELESS	9807825357	06/12/2018	Telephone	603.00.5300.444.50020	109.95
NORTHWOODS FORD	49478	06/20/2018	26941	603.00.5300.444.40041	489.75
NORTH AMERICAN TRAILER SAL...	0304130071	06/20/2018	10095	603.140.1450050	11.30
O' REILLY AUTO PARTS	1767-331840	06/20/2018	1578028	603.00.5300.444.40041	37.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WORLD FUEL SERVICES	97568826-41801	06/20/2018	112741	603.140.1450050	48.69
CROSSCHASM TECHNOLOGIES I...	F19-000082	06/12/2018	5/29/18	603.00.5300.444.30700	13,660.00
O' REILLY AUTO PARTS	1767-331931	06/20/2018	1578028	603.00.5300.444.60012	8.15
O' REILLY AUTO PARTS	1767-331950	06/20/2018	1578028	603.00.5300.444.40041	9.51
O' REILLY AUTO PARTS	1767-331988	06/20/2018	1578028	603.00.5300.444.40041	17.69
O' REILLY AUTO PARTS	1767-332167	06/20/2018	1578028	603.140.1450050	88.08
WORLD FUEL SERVICES	97569217-41801	06/20/2018	112741	603.00.5300.444.60012	75.56
O' REILLY AUTO PARTS	1767-332236	06/20/2018	1578028	603.140.1450050	31.26
CRAWFORD DOOR SALES COM...	30070	06/20/2018	4840	603.00.5300.444.40040	576.00
KIMBALL MIDWEST	6387364	06/20/2018	4/27/18	603.00.5300.444.60012	670.81
O' REILLY AUTO PARTS	1767-332443	06/20/2018	1578028	603.00.5300.444.40041	383.07
O' REILLY AUTO PARTS	1767-332466	06/20/2018	1578028	603.00.5300.444.60012	23.52
O' REILLY AUTO PARTS	1767-333048	06/20/2018	1578028	603.00.5300.444.40041	3.99
O' REILLY AUTO PARTS	1767-333075	06/20/2018	1578028	603.00.5300.444.60012	8.48
O' REILLY AUTO PARTS	1767-333217	06/20/2018	1578028	603.00.5300.444.40041	18.66
MANSFIELD OIL COMPANY	834421	06/20/2018	23866-01-834421	603.140.1450060	10,280.27
MANSFIELD OIL COMPANY	834423	06/20/2018	23866-01-834423	603.140.1450060	5,628.57
MANSFIELD OIL COMPANY	837956	06/20/2018	23866-01-837956	603.140.1450060	1,160.47
MANSFIELD OIL COMPANY	837994	06/20/2018	23866-01-837994	603.140.1450060	1,428.65
O' REILLY AUTO PARTS	1767-333464	06/20/2018	1578028	603.00.5300.444.40041	90.34
O' REILLY AUTO PARTS	1767-333471	06/20/2018	1578028	603.00.5300.444.40041	54.96
O' REILLY AUTO PARTS	1767-333692	06/20/2018	1578028	603.00.5300.444.40041	3.99
O' REILLY AUTO PARTS	1767-333693	06/20/2018	1578028	603.00.5300.444.40041	3.76
O' REILLY AUTO PARTS	1767-333779	06/20/2018	1578028	603.140.1450050	180.68
O' REILLY AUTO PARTS	1767-333784	06/20/2018	1578028	603.00.5300.444.40041	2.49
O' REILLY AUTO PARTS	1767-333795	06/20/2018	1578028	603.140.1450050	9.66
MID CITY SERVICES, INC.	81508	06/20/2018	6/8/18	603.00.5300.444.40065	45.75
MOTOROLA	13218412	06/12/2018	10000632605	603.00.5300.444.80700	4,514.25
UNIFIRST CORPORATION	090 0411998 B	06/20/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0411998 B	06/20/2018	1051948	603.00.5300.444.60045	39.67
O' REILLY AUTO PARTS	1767-331932	06/20/2018	1578028	603.00.5300.444.40041	-55.22
O' REILLY AUTO PARTS	1767-332256	06/20/2018	1578028	603.00.5300.444.40041	-7.39
Fund 603 - CENTRAL EQUIPMENT Total:					40,095.80
Fund: 604 - CENTRAL STORES					
US BANCORP EQUIPMENT FINA...	358648962	06/12/2018	923425	604.00.2200.416.40050	2,555.00
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	604.00.2200.416.60005	-7.00
INNOVATIVE OFFICE SOLUTIONS	SUM-040144	06/12/2018	S28777	604.00.2200.416.60010	1,147.23
Fund 604 - CENTRAL STORES Total:					3,695.23
Fund: 605 - CITY FACILITIES					
HUEBSCH SERVICES	4018520B	06/12/2018	100075	605.00.7500.460.40065	118.22
TOTAL CONSTRUCTION & EQUIP.	3625	06/12/2018	WS18C11011	605.00.7500.460.40040	101.95
HUEBSCH SERVICES	4081521	06/12/2018	923425	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	6/5/18	06/12/2018	UTILITY BILLING	605.00.7500.460.50035	1,457.00
Fund 605 - CITY FACILITIES Total:					1,795.39
Fund: 606 - TECHNOLOGY FUND					
IDEAL SYSTEM SOLUTIONS, INC.	66203	06/12/2018	5/21/18	606.00.1400.413.50070	2,475.00
DAKOTA CTY COMM DEV AGEN...	5/22/18	06/12/2018	5/22/18	606.00.1400.413.30700	4,580.95
IDEAL SYSTEM SOLUTIONS, INC.	66307	06/12/2018	5/31/18	606.00.1400.413.50070	8,207.76
CDW GOVERNMENT INC	MWZ3879	06/20/2018	2394832	606.00.1400.413.60041	1,143.26
OFFICE OF MN. IT SERVICES	DV18050483	06/20/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	29864	06/20/2018	INVER	606.00.1400.413.30700	360.00
WORKS COMPUTING, INC.	29865	06/20/2018	INVER	606.00.1400.413.30700	3,520.00
WORKS COMPUTING, INC.	29867	06/20/2018	INVER	606.00.1400.413.30700	8,960.00
TDS METROCOM	6/13/18 651 457 7490	06/20/2018	651 457 7490	606.00.1400.413.50020	174.37
Fund 606 - TECHNOLOGY FUND Total:					29,731.34
Fund: 702 - ESCROW FUND					
YESCAVAGE, RYLEE	12/20/17	12/31/2017	HOLIDAY LIGHTS - HONORABLE...	702.229.2307200	25.00
SHORT ELLIOTT HENDRICKSON, ...	350187	06/12/2018	4340	702.229.2298602	1,369.28
LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	702.229.2298702	23.00

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LILLIE SUBURBAN NEWSPAPERS	5/31/18 001363	06/12/2018	Advertising/Publishing	702.229.2305502	23.00
TABBY CAT, LLC	6/4/18	06/12/2018	ESCROW REFUND	702.229.2292702	1,275.87
LANGER CONSTRUCTION COM...	6/4/18	06/12/2018	ESCROW RELEASE 1643 86TH C...	702.229.2302602	1,000.00
LYSNE, GWEN	6/4/18	06/12/2018	ESCROW REFUND	702.229.2292202	436.74
WENZEL, DEAN OR LISA	6/5/18	06/12/2018	ESCROW RELEASE 1843 120TH ...	702.229.2302902	1,000.00
PETTY CASH - POLICE	6/12/18	06/12/2018	PETTY CASH REQUEST	702.229.2291000	95.00
SCOTT COUNTY CLERK OF COU...	2015003164 B	06/13/2018	FADUMA FARAH	702.229.2291000	300.00
SCOTT COUNTY CLERK OF COU...	70VB1845861 B	06/13/2018	EVETTE SHERESE FORREST	702.229.2291000	318.00
NORTHERN SERVICE CENTER	19WSCR1616112	06/20/2018	ISIAH CODY	702.229.2291000	125.00
LE SUEUR COUNTY	40VB1714891	06/20/2018	AL-DAOWR MOHAMMAD	702.229.2291000	350.00
Fund 702 - ESCROW FUND Total:					6,340.89
Grand Total:					1,872,656.53

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: June 25, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 2 added City Projects 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements (Schedules F, G, and H), for a revised total contract of \$4,110,400.25.

I recommend approval of Pay Voucher No. 1, in the amount of \$503,641.48 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements. All of the costs included under this payment are for City Project No. 2015-09D.

SWD/nh

Attachments: Pay Voucher No. 1

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

ESTIMATE NO: 1 (One)
DATE: June 25, 2018
PERIOD ENDING: May 31, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order No. 2)	\$35,275.00
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount.....	\$4,110,400.25
Total Value of Work to Date.....	\$530,148.93
Less Retained (5%)	\$26,507.45
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$503,641.48
Total Payments including this Voucher	\$503,641.48

Approvals:

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

Signed by:  June 25, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____
McNamara Contracting, Inc. Date

Signed by: _____
George Tourville, Mayor June 25, 2018

PAYMENT DETAIL LIST

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Projects: Broderick Blvd. Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements
 SAP: 178-124-001

Schedule: A		CP 2015-09D Street Improvements						
Description:								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00
2	2031.602	FIELD OFFICE	EACH	1.00	0.25	\$ 8,500.00	\$ 8,500.00	\$ 2,125.00
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
4	2101.502	CLEARING	TREE	19.00	17.00	\$ 105.00	\$ 1,995.00	\$ 1,785.00
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
6	2101.507	GRUBBING	TREE	19.00	17.00	\$ 105.00	\$ 1,995.00	\$ 1,785.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12550.00	3471.00	\$ 3.00	\$ 37,650.00	\$ 10,413.00
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33500.00	3960.00	\$ 0.25	\$ 8,375.00	\$ 990.00
9	2104.505	REMOVE CONCRETE WALK	SQ YD	1355.00	310.00	\$ 6.00	\$ 8,130.00	\$ 1,860.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	545.00	\$ 9.00	\$ 6,030.00	\$ 4,905.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	8602.00	\$ 1.00	\$ 40,515.00	\$ 8,602.00
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	229.00	\$ 2.00	\$ 4,230.00	\$ 458.00
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00		\$ 37.00	\$ 2,257.00	\$ -
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00		\$ 175.00	\$ 350.00	\$ -
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00		\$ 3,700.00	\$ 3,700.00	\$ -
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	8532.00	\$ 15.00	\$ 446,370.00	\$ 127,980.00
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	690.00		\$ 23.00	\$ 15,870.00	\$ -
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	7001.00	\$ 13.00	\$ 253,370.00	\$ 91,013.00
19	2105.543	STABILIZING AGGREGATE	TON	200.00		\$ 35.00	\$ 7,000.00	\$ -
20	2105.601	DEWATERING	LUMP SUM	1.00		\$ 1.00	\$ 1.00	\$ -
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	10175.00	\$ 1.00	\$ 27,500.00	\$ 10,175.00
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	6148.00	\$ 0.50	\$ 8,307.50	\$ 3,074.00
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100.00		\$ 120.00	\$ 12,000.00	\$ -
24	2130.501	WATER	M GALLON	100.00		\$ 35.00	\$ 3,500.00	\$ -
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	936.76	\$ 7.50	\$ 157,575.00	\$ 7,025.70
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00		\$ 35.00	\$ 7,000.00	\$ -
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00		\$ 2.50	\$ 1,000.00	\$ -
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00		\$ 15.00	\$ 1,500.00	\$ -
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00		\$ 0.55	\$ 10,450.00	\$ -
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	8603.00	188.47	\$ 45.00	\$ 387,135.00	\$ 8,481.15
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	5101.00	242.71	\$ 45.00	\$ 229,545.00	\$ 10,921.95
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00		\$ 700.00	\$ 3,500.00	\$ -
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	10000.00	1160.00	\$ 4.00	\$ 40,000.00	\$ 4,640.00
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00		\$ 750.00	\$ 5,250.00	\$ -
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	87.50	\$ 4.75	\$ 127,870.00	\$ 415.63
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00		\$ 1.25	\$ 87,500.00	\$ -
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	16050.00	482.00	\$ 11.25	\$ 180,562.50	\$ 5,422.50
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	25.00		\$ 26.60	\$ 665.00	\$ -
39	2531.502	CONCRETE CURB DESIGN B6	LIN FT	35.00		\$ 12.20	\$ 427.00	\$ -
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	71.00	\$ 62.00	\$ 55,800.00	\$ 4,402.00
41	2531.603	CONCRETE CURB & GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00		\$ 22.50	\$ 2,250.00	\$ -
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	676.00	\$ 11.50	\$ 14,950.00	\$ 7,774.00
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00		\$ 82.00	\$ 4,920.00	\$ -
44	2531.604	6" WING APRON	SQ YD	250.00	30.00	\$ 47.00	\$ 11,750.00	\$ 1,410.00
45	2531.618	TRUNCATED DOMES	SQ FT	604.00		\$ 40.00	\$ 24,160.00	\$ -
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00		\$ 10,000.00	\$ 10,000.00	\$ -
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00		\$ 15.00	\$ 525.00	\$ -
48	2550.602	ADJUST HANDHOLE	EACH	4.00		\$ 700.00	\$ 2,800.00	\$ -
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00		\$ 26.00	\$ 27,820.00	\$ -

[illegible]

Schedule: B
Description: CP 2015-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2110.00	397.00	\$ 10.00	\$ 21,100.00	\$ 3,970.00
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	20.00	4.00	\$ 325.00	\$ 6,500.00	\$ 1,300.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	15.00		\$ 700.00	\$ 10,500.00	\$ -
4	2104.602	REMOVE CATCH BASIN TOP SLAB	EACH	3.00		\$ 150.00	\$ 450.00	\$ -
5	2105.501	COMMON EXCAVATION (P)	CU YD	518.00		\$ 16.25	\$ 8,417.50	\$ -
6	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00		\$ 110.00	\$ 220.00	\$ -
7	2502.521	6" PVC PIPE DRAIN	LIN FT	40.00		\$ 28.00	\$ 1,120.00	\$ -
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	173.00		\$ 7.00	\$ 1,211.00	\$ -
9	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1.00		\$ 360.00	\$ 360.00	\$ -
10	2502.602	6" KNIFE VALVE AND BOX	EACH	1.00		\$ 1,300.00	\$ 1,300.00	\$ -
11	2502.602	CORE DRAIN TILE	EACH	1.00		\$ 425.00	\$ 425.00	\$ -
12	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	2287.00	409.00	\$ 30.00	\$ 68,610.00	\$ 12,270.00
13	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	484.00		\$ 36.50	\$ 17,666.00	\$ -
14	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	155.00		\$ 44.00	\$ 6,820.00	\$ -
15	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	162.00		\$ 63.00	\$ 10,206.00	\$ -
16	2503.602	CONSTRUCT BULKHEAD	EACH	3.00	1.00	\$ 500.00	\$ 1,500.00	\$ 500.00
17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	3.00	\$ 1,200.00	\$ 10,800.00	\$ 3,600.00
18	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	5.00		\$ 1,000.00	\$ 5,000.00	\$ -
19	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	21.00	4.00	\$ 2,825.00	\$ 59,325.00	\$ 11,300.00
20	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	1.00	\$ 4,200.00	\$ 12,600.00	\$ 4,200.00
21	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1.00		\$ 5,500.00	\$ 5,500.00	\$ -
22	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1.00		\$ 9,500.00	\$ 9,500.00	\$ -
23	2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	1.00		\$ 7,800.00	\$ 7,800.00	\$ -
24	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	14.00		\$ 1,000.00	\$ 14,000.00	\$ -
25	2506.602	FURNISH & INSTALL NEW MANHOLE TOP SLAB	EACH	3.00		\$ 1,225.00	\$ 3,675.00	\$ -
26	2506.602	CONST DRAINAGE STRUCTURE DES 2X3' CB	EACH	13.00	1.00	\$ 1,775.00	\$ 23,075.00	\$ 1,775.00
27	2511.501	RANDOM RIPRAP CLASS III	CU YD	10.00		\$ 120.00	\$ 1,200.00	\$ -
28	2511.515	GEOTEXTILE FILTER TYPE IV	SO YD	42.00		\$ 2.50	\$ 105.00	\$ -
29	2574.525	FILTER TOPSOIL BORROW	CU YD	100.00		\$ 37.00	\$ 3,700.00	\$ -
30	2575.605	SEED MIXTURE 33-261	ACRE	0.50		\$ 2,000.00	\$ 1,000.00	\$ -

Schedule B Subtotal: \$ 313,685.50 \$ 20,875.00

Schedule: C
Description: CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00		\$ 9.50	\$ 1,520.00	\$ -
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	1.00	\$ 750.00	\$ 8,250.00	\$ 750.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	5.00	\$ 100.00	\$ 1,200.00	\$ 500.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00		\$ 1,600.00	\$ 4,800.00	\$ -
5	2504.602	WATERMAIN OFFSET	EACH	2.00		\$ 17,000.00	\$ 34,000.00	\$ -
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00		\$ 900.00	\$ 10,800.00	\$ -
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	1.00	\$ 6,250.00	\$ 68,750.00	\$ 6,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	3.00	\$ 1,500.00	\$ 18,000.00	\$ 4,500.00
9	2504.602	ADJUST CURB STOP	EACH	5.00		\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	2.00	\$ 600.00	\$ 7,200.00	\$ 1,200.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00		\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SO YD	100.00		\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	25.00	\$ 6.00	\$ 6,000.00	\$ 150.00

Schedule C Subtotal: \$ 176,220.00 \$ 13,350.00

Schedule: D						
Description: CP 2015-09D Sanitary Sewer Improvements						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Total Contract Cost To-Date
1	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	17.00	6.00	\$ 1,700.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	13.00		\$ 13,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	17.00		\$ 2,500.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	4.00	1.00	\$ 3,000.00
5	2503.602	SANITARY SEWER UMBRELLAS	EACH	17.00		\$ 1,275.00
					Schedule D Subtotal:	
					\$	30,525.00
					\$	3,600.00

Schedule: E						
Description: CP 2015-09D College Trail Berm Reconstruction						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Total Contract Cost To-Date
1	2101.502	CLEARING	TREE	2.00		\$ 210.00
2	2101.507	GRUBBING	TREE	2.00		\$ 210.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00		\$ 390.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00		\$ 1,600.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00		\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00		\$ 225.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00		\$ 17.00
8	2105.601	SITE GRADING	LUMP SUM	1.00		\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00		\$ 10.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00		\$ 60.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00		\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00		\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00		\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00		\$ 100.00
15	2573.502	SILT FENCE: TYPE MS	LIN FT	65.00		\$ 4.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40		\$ 190.00
17	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	100.00		\$ 4.50
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10		\$ 2,000.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10		\$ 1,200.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00		\$ 1.25
					Schedule E Subtotal:	
					\$	29,931.00

Alternate: 1						
Description: CP 2015-09D 80th Street Crossing						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Total Contract Cost To-Date
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00		\$ 8.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00		\$ 24.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00		\$ 45.00
4	2104.513	SAVING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00		\$ 5.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00		\$ 38.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00		\$ 80.00
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00		\$ 300.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00		\$ 300.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00		\$ 16.20
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00		\$ 10.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00		\$ 40.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00		\$ 13,500.00
13	2562.503	CROSSWALK EPOXY GR IN	SQ FT	480.00		\$ 7.00
					Alternate 1 Subtotal:	
					\$	24,456.00

Schedule: F
Description: CP 2018-08 Fire Station No. 2 Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1.00		\$ 7,500.00	\$ 7,500.00	\$ -
2		12" DIP WATERMAIN CL 52	LIN FT	55.00		\$ 85.00	\$ 4,675.00	\$ -
3		12" WATERMAIN PLUG	EACH	1.00		\$ 1,000.00	\$ 1,000.00	\$ -
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50		\$ 12,000.00	\$ 6,000.00	\$ -

Schedule C Subtotal: \$ 19,175.00 \$ -

Schedule: G
Description: CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		SANITARY SEWER MANHOLE AND CASTING	EACH	1.00		\$ 5,000.00	\$ 5,000.00	\$ -
2		8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10.00		\$ 95.00	\$ 950.00	\$ -
3		CONNECT TO EXISTING SANITARY SEWER	EACH	1.00		\$ 3,000.00	\$ 3,000.00	\$ -
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50		\$ 12,000.00	\$ 6,000.00	\$ -

Schedule C Subtotal: \$ 14,950.00 \$ -

Schedule: H
Description: CP 2018-11 Fire Station No. 2 Fiber Optic Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		INSTALL CONDUIT	LIN FT	40.00		\$ 10.00	\$ 400.00	\$ -
2		HANDHOLE/SPLICE BOX COORDINATION	LUMP SUM	1.00		\$ 750.00	\$ 750.00	\$ -

Schedule D Subtotal: \$ 1,150.00 \$ -

CP 2015-09D, 2018-08, 2018-11
City of Inver Grove Heights
Broderick Reconstruction
Fire Station No. 2 Sewer and Water Improvements
Fire Station No. 2 Fiber Optic Improvements

Change Order No. 2 (Schedules F, G, and H)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction

Meeting Date: June 25, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution accepting professional engineering services proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

SUMMARY

On May 29, 2018, the City Council received a petition from the 55th Street Court neighborhood and a feasibility report was ordered. Thirteen of the eighteen landowners in the neighborhood signed the petition. The City will review 55th Street and 55th Street Court as one neighborhood for the benefit of economies of scale since both roads need improvement.

A proposal for the preliminary engineering services was requested from a member of the City's municipal consulting engineer pool. The proposal to complete engineering services on the project from Bolton & Menk, Inc. dated June 15, 2018 in the amount of \$86,973 was reviewed by staff. This proposal includes surveying, feasibility study, design, bidding and construction services.

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

Staff recommends that the City Council adopt the resolution accepting the Bolton & Menk, Inc. proposal dated June 15, 2018 in the amount of \$86,973 for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

TJK/kf

Attachments: Resolution
 Proposal dated June 15, 2018 from Bolton & Menk, Inc.

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

**RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM
BOLTON & MENK, INC. FOR CITY PROJECT NO. 2018-09F – 55TH STREET AND 55TH STREET
COURT RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights received a valid petition signed by the owners of thirteen of eighteen properties seeking improvements to the streets in the 55th Street Court neighborhood; and

WHEREAS, at the May 29, 2018 Council meeting the Council ordered the preparation of a feasibility report for City Project No. 2018-09F– 55th Street and 55th Street Court Reconstruction; and

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

WHEREAS, the proposal from Bolton & Menk, Inc. provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City and provided a reasonable cost (\$86,973) for the proposed services.

NOW, THEREFORE, BE IT RESOLVED that City Council of Inver Grove Heights receives and accepts the proposal from Bolton & Menk, Inc. and authorizes staff to execute an agreement in accordance with the professional engineering services proposal dated June 15, 2018 in the amount of \$86,973 for the requested work.

Approved by the City Council of Inver Grove Heights this 25th day of June 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

June 15, 2018

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

Re: 55TH Court / 55th Street Reconstruction Project
Professional Services Proposal

Dear Mr. Kaldunski:

The City of Inver Grove Heights has initiated the 55th Court / 55th Street Reconstruction Project in response to a request from the residents that it be included in the City's Capital Improvement Plan. The project was initially considered at the City Council's May 28, 2018 regular meeting.

Bolton & Menk, Inc. has previously been retained by the City to provide professional services on the Atwater Street Reconstruction and Street Lighting Project, City Project No. 2018-09D. The Atwater Project is very similar in size, scope, and schedule to the proposed 55th Court / 55th Street Project. As such, City staff has indicated that the two projects could be combined into one Feasibility Report and one Bid Package. By doing so, considerable savings can be realized in professional services fees, construction costs, as well as City staff time.

We believe you will find outstanding value in our approach to the 55th Court / 55th Street Reconstruction Project for the following reasons:

Streamlined Workflow

Inver Grove Heights staff will benefit from the combination of this project with the Atwater Path project. Communication, project reviews, and general project administration time will be greatly reduced. This will free City staff up to spend time working on their other projects and obligations.

Project Familiarity

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

A Consultant Who Listens

Our focus on listening to understand and *then* responding keeps your needs front and center. We understand the City has various concerns on this project including pavement age, street widths, parking needs, and construction staging. Our team will provide sound recommendations to create long-lasting and maintainable infrastructure.

Project Schedule

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

Contract Authorization, Order Feasibility Report*	June 26, 2018
Feasibility Report Open House	July 2018
Receive Feasibility Report, Call for Improvement Hearing*	August 13, 2018
Improvement Hearing Open House	August 2018
Improvement Hearing, Order Plans and Specifications*	September 10, 2018
Approve Plans and Specifications, Authorize Bidding*	November 26, 2018
Bid Opening	December 20, 2018
Assessment Hearing Open House	January, 2019
Assessment Hearing, Award Project*	February, 2019
Begin Construction	May, 2019
Substantial Completion	September, 2019

* Denotes Council Action

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

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, P.E.
Project Manager

George Tourville
Mayor, City of Inver Grove Heights



Brian Hilgardner, P.E.
Principal

Michelle Tesser
City Clerk, City of Inver Grove Heights

DETAILED WORK PLAN

The City of Inver Grove Heights can be assured the Bolton & Menk team will provide outstanding technical deliverables, exceptional leadership in public and stakeholder involvement, and superior project management in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing all elements of the 55th Court/55th Street Reconstruction Project.

Many aspects of this project, as outlined in this work plan, will be combined with the Atwater Path project in order to reduce overall project costs and staff involvement time.

Task 1: Topographic Survey

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

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

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

Task 2: Preliminary Design / Feasibility Study

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

Description: Preliminary design will be performed in coordination with city staff to determine if the project is necessary, feasible, and cost effective. The report will include discussion of existing and proposed on-street parking, street widths, and geometry changes. The feasibility report will also include discussion of potential water quality Best Management Practices. The Feasibility Report for this project will be combined with the Feasibility Report for the Atwater Path project.

Deliverables: City staff will be provided the feasibility study in advance of its required submittal to the city council, at which time staff may comment on the preliminary plans; final feasibility study will be submitted to council with any city comments addressed

Task 3: Design

Subtask 3.1 Existing Plans

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

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

Deliverables: Base plan for review and verification

Subtask 3.2 Final Design

Objective: Complete final design.

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

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

Deliverables: Final Plans and Specifications

Subtask 3.3 Private Utility Coordination

Objective: Coordinate with private utility stakeholders throughout the project.

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

Deliverables: Not applicable

Subtask 3.4 Contract Documents

Objective: Prepare contract documents based on city standards.

Description: Bolton & Menk will work with city staff to prepare the overall contract documents for bidding and construction purposes. The intent is to combine contract documents with the Atwater Path Reconstruction Project. Shared documents will include the following:

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

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

Subtask 3.5 City Review

Objective: Submit plans to City for review.

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

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

Subtask 3.5 Permit Applications

Objective: Obtain approval on all required permits.

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

Deliverables: Copies of all submitted permits, including cover letters

Subtask 3.6 Opinion of Probable Construction Costs

Objective: Prepare opinion of probable construction cost.

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

Deliverables: Electronic and hard copy of opinion of probable cost

Task 4: Bidding Administration

Subtask 4.1 Advertisement for Bids

Objective: Advertisement for bids.

Description: The Ad for Bid for this project would be combined with the Atwater Path project.

Deliverables: Not applicable

Subtask 4.2 Plan Distribution

Objective: Distribute plans to potential bidders.

Description: The plans for this reconstruction area would be combined with the plans for the Atwater Path reconstruction area.

Deliverables: Electronic and paper copies of plans and specifications.

Subtask 4.3 Bidding Questions

Objective: Answer all bidders' questions.

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

Deliverables: Not applicable

Subtask 4.4 Addenda

Objective: Prepare addenda.

Description: Prepare addenda for distribution.

Deliverables: Bid abstract

Subtask 4.5 Bid Opening and Tabulation

Objective: Assist the city with bid opening.

Description: We will attend the bid opening and tabulate bids. The opening and corresponding tabulation would be combined with the Atwater Path Reconstruction Project.

Deliverables: Bid abstract

Subtask 4.6 Award Recommendation

Objective: Award contract to contractor.

Description: We will prepare the letter of award recommendation. The letter will include both the Atwater Path project and this project.

Deliverables: Letter of Award

Task 5: Meetings/Public Involvement

Subtask 5.1 Project Progress Meetings

Objective: Meet with city staff to discuss project.

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

Deliverables: Meeting agendas and meeting minutes

Subtask 5.2 Public Informational Meetings (3)

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

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

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

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

Deliverables: Copies of meeting notes and any necessary project analysis

Task 6: Construction Services

Subtask 6.1 Construction Staking

Objective: Complete necessary construction staking.

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

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

Deliverables: Construction stakes and documentation of all survey points installed

Subtask 6.2 Record Drawings

Objective: Final record drawings.

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

Deliverables: Electronic and paper drawings

Detailed Fee Estimate

PROJECT DEVELOPMENT, DESIGN, AND CONSTRUCTION SERVICES

Client: City of Inver Grove Heights		Bolton & Menk, Inc.								
Project: 55th Court / 55th Street Reconstruction										
Task No.	Work Task Description	Principal In Charge	Project Manager	Design Engineer	Water Resources Engineer	Project Surveyor	Survey Technician	Survey Crew	Total Hours	Total Cost
1.0	Topographic Survey	0	0	0	0	7.5	20	49	76.5	\$9,703
2.0	Preliminary Design and Feasibility Study	10	30	40	5	0	0	0	85	\$10,750
3.0	Design	8	119	209	36	0	0	0	372	\$45,145
4.0	Bidding Administration	0	10	4	0	0	0	0	14	\$1,760
5.0	Meetings and Public Involvement	6	6	4	0	0	0	0	16	\$2,230
6.0	Construction Services*	0	48	0	0	7	11.5	52	118.5	\$15,425
7.0	Project Close-Out	0	8	8	0	0	0	0	16	\$1,960
Total Hours		24	221	265	41	14.5	31.5	101	698	
Average Hourly Rate		\$165.00	\$130.00	\$115.00	\$120.00	\$145.00	\$100.00	\$135.00		
Subtotal		\$3,960	\$28,730	\$30,475	\$4,920	\$2,103	\$3,150	\$13,635		
Total Fee										\$86,973

*Assumes 4 hours per week project administration for 12 weeks

*Includes Construction Staking

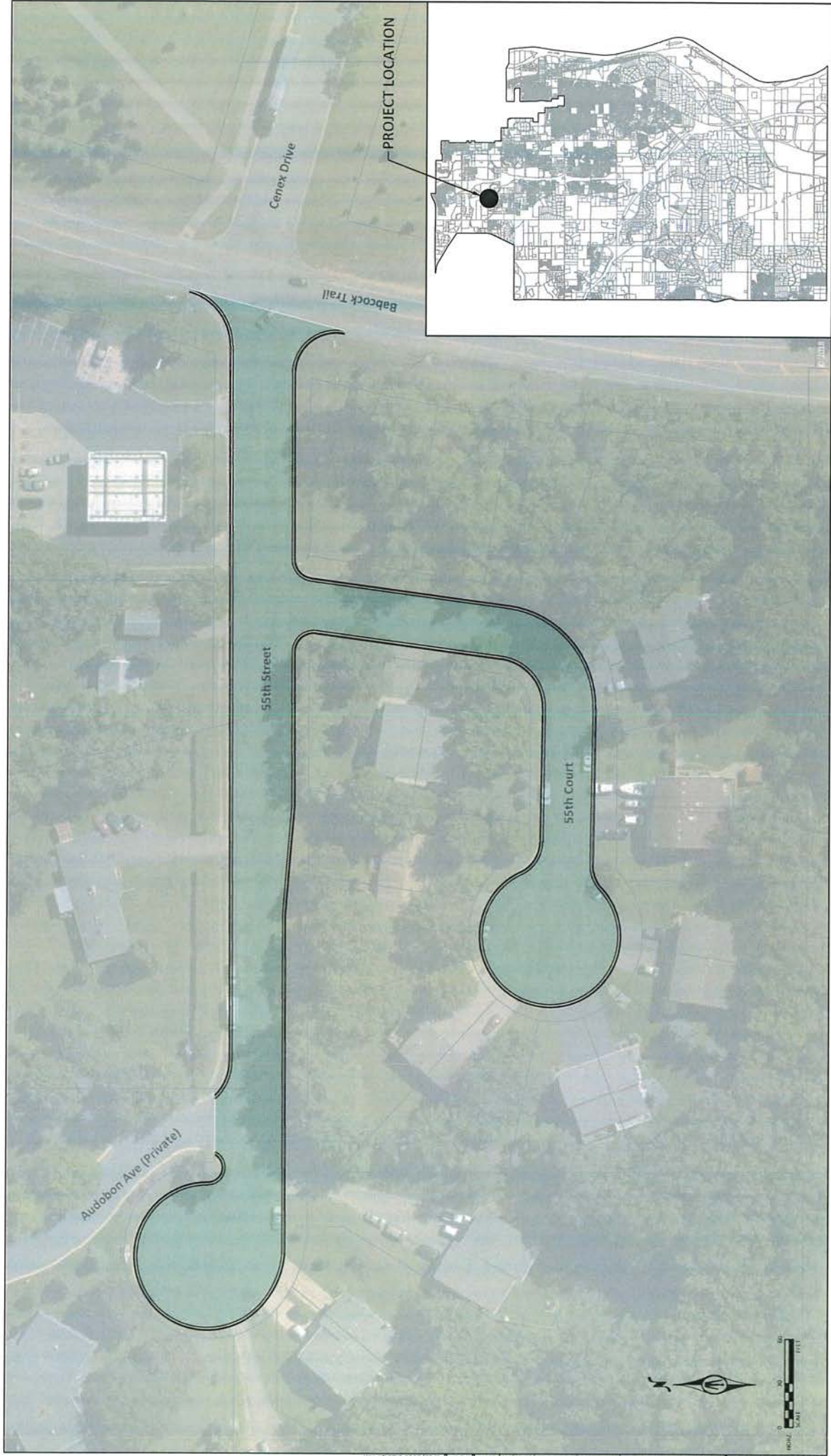
55th Court / 55th Street Reconstruction
City of Inver Grove Heights, Minnesota

55th Court / 55th Street Reconstruction

Inver Grove Heights, MN

Location Plan

June 2018



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding a Contract for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

Meeting Date: June 25, 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 receiving bids and awarding a contract for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

Bids were opened at 9:00 a.m. on June 15, 2018 for the subject project. Four contractors submitted quotes. EJM Pipe Services is the lowest responsible bidder with a Base Bid of \$683,979.95. This bid is within the budget estimated in the Feasibility Study.

Necessary easements are in negotiation with 9015 Broderick Boulevard, a condition in the resolution provides authority to award the contract once necessary easements are acquired. The bids were received as follows:

BIDDER	BASE BID
EJM Pipe Services	\$683,979.95
Minger Construction Co., Inc.	\$827,955.90
Dahn Construction	\$852,022.00
G.F. Jedlicki, Inc.	\$990,269.75

I recommend that the City Council adopt the resolution to receive the bids and award a contract to EJM Pipe Services in the amount of \$683,979.95 for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements. Funding will be provided from the Fire Station No. 2 Fund.

SWD/kf

Attachments: Resolution

Letter of recommendation by SRF

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

**RESOLUTION RECEIVING BIDS AND AWARDING A CONTRACT FOR CITY PROJECT NOS.
2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS AND 2018-11 –
CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to a request for bids for the City Project Nos. 2018-08 and 2018-11, quotes were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, and submitted a bid bond; and

BIDDER	BASE BID
EJM Pipe Services	\$683,979.95
Minger Construction Co., Inc.	\$827,955.90
Dahn Construction	\$852,022.00
G.F. Jedlicki, Inc.	\$990,269.75

WHEREAS, EJM Pipe Services is the lowest responsible bidder in the amount of \$683,979.95; and

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 EJM Pipe Services in the name of the City of Inver Grove Heights, for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City Project Nos. 2018-08 and 2018-11 shall be funded through Fire Station No. 2 funds.
4. This resolution shall not be effective unless and until the Director of Public Works, on or prior to July 3, 2018, determines that the City has acquired the necessary temporary and permanent easements for the projects and the work to be performed.

Adopted by the City Council of Inver Grove Heights this 25th day of June 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



SRF No. 10970.01

June 19, 2018

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

Subject: Summary of Bids
CP 2018-08 Fire Station No. 2 Sewer and Water Improvements
CP 2018-11 Conduit for Fire Station No. 2 Fiber Optic Improvements

Dear Mr. Kaldunski:

At 9:00 a.m. on Friday, June 15, 2018 bids were received and opened for the above referenced project. The bidding documents included a base bid for the above referenced project and no bid alternates. Bids were received from four (4) contractors with the bid amounts as follows:

Contractor	Total Base Bid Amount
E J M Pipe Services	\$683,979.95
Minger Construction Co. Inc.	\$827,955.90
Dahn Construction	\$852,022.00
G. F. Jedlicki, Inc.	\$990,269.75

All bid amounts shown on this letter and the attached bid abstract are the corrected bid amounts. There were minor calculation errors found in three of the four bids received as indicated below. The corrected bid amounts did not change the apparent low bidder.

- E J M Pipe Services bid form amount shown \$676,283.95 – Corrected amount is \$683,979.95 (increase of \$7,696.00)
- Minger Construction Co. Inc. bid form amount shown \$827,972.55 – Corrected amount is \$827,955.901 (decrease of \$16.65)
- G.F. Jedlicki bid form amount shown \$990,159.75 – Corrected amount is \$990,269.75 (increase of \$110.00)

www.srfconsulting.com

1 Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Tom Kaldunski, P.E.
City of Inver Grove Heights

June 19, 2018
Page 2

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the one (1) addendum that was issued for the project.

After tabulation of bids, E J M Pipe Services is the apparent low bidder with a total base bid in the amount of \$683,979.95. The apparent low bid of \$683,979.95 is 27.7% less than the engineer's estimate of \$946,866.50. Enclosed is the corrected Bid Abstract.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in blue ink, appearing to read "Michael C. Aaron".

Michael C. Aaron, P.E. (MN)
Senior Associate

Enclosure: Bid Abstract



June 19, 2018

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

Subject: Summary of Bids
CP 2018-08 Fire Station No. 2 Sewer and Water Improvements
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Sincerely,

SRF CONSULTING GROUP, INC.

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Michael C. Aaron, P.E. (MN)
Senior Associate

Enclosure: Bid Abstract

BID ABSTRACT FOR CITY OF INVER GROVE HEIGHTS 2018 CAPITAL IMPROVEMENT PROGRAM CITY PROJECT NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CITY PROJECT NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS																								
BID DATE: JUNE 15, 2018 - 9:00 a.m.																								
ENGINEER'S ESTIMATE					E J M PIPE SERVICES					MINGER CONSTRUCTION CO. INC.					DAHN CONSTRUCTION					G.F. JEDLUCKI, INC.				
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
1	2021.501	MOBILIZATION	LUMP SUM	1	\$	14,616.00	\$	18,500.00	\$	18,500.00	\$	17,000.00	\$	69,562.00	\$	69,562.00	\$	22,400.00	\$	22,400.00				
2	2101.505	CLEARING	ACRE	0.34	\$	30,000.00	\$	10,200.00	\$	5,000.00	\$	1,700.00	\$	1,887.00	\$	4,590.00	\$	1,560.60	\$	2,720.00				
3	2101.505	GRUBBING	ACRE	0.34	\$	30,000.00	\$	10,200.00	\$	5,000.00	\$	1,700.00	\$	1,887.00	\$	4,590.00	\$	1,560.60	\$	2,720.00				
4	2101.524	CLEARING	TREE	37	\$	300.00	\$	11,100.00	\$	150.00	\$	5,550.00	\$	165.00	\$	6,105.00	\$	1,720.00	\$	6,290.00				
5	2101.524	GRUBBING	TREE	37	\$	200.00	\$	7,400.00	\$	150.00	\$	5,550.00	\$	165.00	\$	6,105.00	\$	1,720.00	\$	6,290.00				
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	839	\$	4.00	\$	3,356.00	\$	3.00	\$	2,517.00	\$	1.95	\$	1,636.05	\$	2.05	\$	1,678.00				
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	90	\$	25.00	\$	2,250.00	\$	8.00	\$	720.00	\$	2.60	\$	234.00	\$	5.30	\$	477.00				
8	2104.503	SALVAGE PIPE SEWER	LIN FT	45	\$	25.00	\$	1,125.00	\$	12.00	\$	540.00	\$	30.00	\$	1,350.00	\$	10.00	\$	450.00				
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1883	\$	6.00	\$	11,298.00	\$	3.00	\$	5,649.00	\$	17.00	\$	32,011.00	\$	2.60	\$	4,895.80				
10	2104.521	SALVAGE FENCE	LIN FT	90	\$	10.00	\$	900.00	\$	10.00	\$	900.00	\$	7.70	\$	693.00	\$	9.20	\$	828.00				
11	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	625	\$	20.00	\$	12,500.00	\$	14.00	\$	8,750.00	\$	22.00	\$	13,750.00	\$	16.20	\$	10,125.00				
12	2105.602	OBSTRUCTION REMOVAL	EACH	5	\$	1,000.00	\$	5,000.00	\$	3,000.00	\$	15,000.00	\$	2,100.00	\$	10,500.00	\$	2,455.00	\$	12,275.00				
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$	500.00	\$	2,500.00	\$	150.00	\$	750.00	\$	145.00	\$	725.00	\$	160.00	\$	800.00				
14	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00				
15	2211.501	AGGREGATE BASE CLASS 5	TON	881	\$	35.00	\$	30,835.00	\$	16.00	\$	14,096.00	\$	18.25	\$	16,078.25	\$	19.20	\$	16,915.20				
16	2360.501	TYPE WEARING COURSE MIXTURE (3.B)	TON	208	\$	75.00	\$	15,600.00	\$	71.50	\$	14,872.00	\$	81.30	\$	16,910.40	\$	84.00	\$	17,472.00				
17	2360.501	TYPE NON-WEAR COURSE MIXTURE (3.B)	TON	213	\$	75.00	\$	15,975.00	\$	71.50	\$	15,229.50	\$	81.30	\$	17,316.90	\$	84.00	\$	17,472.00				
18	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00				
19	2501.571	INSTALL PIPE SEWER	LIN FT	45	\$	25.00	\$	1,125.00	\$	20.00	\$	900.00	\$	50.00	\$	2,250.00	\$	22.60	\$	1,017.00				
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	90	\$	50.00	\$	4,500.00	\$	45.00	\$	4,050.00	\$	50.00	\$	4,500.00	\$	27.60	\$	2,484.00				
21	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN B337	LIN FT	1360	\$	20.00	\$	27,200.00	\$	16.00	\$	21,760.00	\$	16.15	\$	21,964.00	\$	19.00	\$	25,840.00				
22	2557.603	INSTALL FENCE	LIN FT	90	\$	30.00	\$	2,700.00	\$	25.00	\$	2,250.00	\$	20.00	\$	1,800.00	\$	16.05	\$	1,444.50				
23	2557.603	CONSTRUCTION FENCE	LIN FT	720	\$	10.00	\$	7,200.00	\$	2.50	\$	1,800.00	\$	2.15	\$	1,548.00	\$	3.00	\$	2,160.00				
24	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$	25,000.00	\$	25,000.00	\$	8,450.00	\$	8,450.00	\$	14,000.00	\$	14,000.00	\$	4,700.00	\$	4,700.00				
25	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	2	\$	3,000.00	\$	6,000.00	\$	750.00	\$	1,500.00	\$	835.00	\$	1,670.00	\$	476.00	\$	952.00				
26	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	1,000.00	\$	1,000.00	\$	2,700.00	\$	2,700.00	\$	2,438.00	\$	2,438.00				
27	2573.502	SILT FENCE, TYPE MS	LIN FT	1851	\$	3.00	\$	5,553.00	\$	2.00	\$	3,702.00	\$	1.95	\$	3,609.45	\$	2.10	\$	3,887.10				
28	2573.53	INLET PROTECTION	EACH	9	\$	300.00	\$	2,700.00	\$	200.00	\$	1,800.00	\$	130.00	\$	1,170.00	\$	224.00	\$	2,016.00				
29	2573.533	BIOROLL	LIN FT	304	\$	3.00	\$	912.00	\$	3.25	\$	988.00	\$	2.80	\$	851.20	\$	3.80	\$	1,155.20				
30	2573.901	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00				
31	2574.508	FERTILIZER TYPE 3	POUND	43	\$	1.00	\$	43.00	\$	1.00	\$	43.00	\$	1.10	\$	47.30	\$	1.45	\$	62.35				
32	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	202	\$	7.00	\$	1,414.00	\$	16.00	\$	3,232.00	\$	7.25	\$	1,464.50	\$	6.00	\$	1,212.00				
33	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3485	\$	3.00	\$	10,455.00	\$	1.50	\$	5,227.50	\$	1.40	\$	4,879.00	\$	1.60	\$	5,576.00				
34	2575.505	SEEDING	ACRE	0.72	\$	3,000.00	\$	2,160.00	\$	5,200.00	\$	3,744.00	\$	555.00	\$	399.60	\$	1,663.20	\$	1,197.50				
35	2575.508	SEED MIXTURE 25-131	POUND	39	\$	3.50	\$	136.50	\$	3.25	\$	126.75	\$	5.55	\$	216.45	\$	5.00	\$	195.00				
36	2575.508	SEED MIXTURE 35-241	POUND	20	\$	25.00	\$	500.00	\$	15.50	\$	310.00	\$	16.70	\$	334.00	\$	33.00	\$	660.00				
37	2575.571	RAPID STABILIZATION METHOD 3	ACRE	0.548	\$	6,000.00	\$	3,288.00	\$	2,400.00	\$	1,315.20	\$	2,800.00	\$	1,534.40	\$	5,900.00	\$	3,233.20				
38	2582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	1180	\$	1.00	\$	1,180.00	\$	2.00	\$	2,360.00	\$	1.65	\$	1,947.00	\$	1.30	\$	1,540.00				
39	2231.507	BITUMINOUS PATCHING MIXTURE	CU YD	10	\$	1,700.00	\$	17,000.00	\$	290.00	\$	2,900.00	\$	280.00	\$	2,800.00	\$	308.50	\$	3,085.00				
SCHEDULE A SUBTOTAL:					\$	298,921.50	\$	199,481.95	\$	233,873.50	\$	252,001.00	\$		\$	263,379.75	\$		\$					

BID DATE: JUNE 15, 2018 - 9:00 a.m.																								
ENGINEER'S ESTIMATE					E / M PIPE SERVICES					MINGER CONSTRUCTION CO. INC.					DAHNN CONSTRUCTION				G.F. JEDLUCKI, INC.					
Schedule B : SANITARY																								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
40	2021.501	MOBILIZATION	LUMP SUM	1	\$ 13,034.00	\$ 13,034.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00										
41	2451.609	GRANULAR FOUNDATION	TON	70	\$ 25.00	\$ 1,750.00	\$ 27.00	\$ 1,890.00	\$ 48.00	\$ 3,360.00	\$ 12.00	\$ 840.00	\$ 20.00	\$ 1,400.00										
42	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 18.00	\$ 1,620.00	\$ 14.00	\$ 1,260.00	\$ 35.00	\$ 3,150.00	\$ 16.00	\$ 1,440.00	\$ 29.00	\$ 2,610.00										
43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,700.00	\$ 7,700.00	\$ 3,244.00	\$ 3,244.00	\$ 3,900.00	\$ 3,900.00										
44	2503.602	BORING PIT (SANITARY)	EACH	1	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,700.00	\$ 28,700.00	\$ 16,900.00	\$ 16,900.00	\$ 58,500.00	\$ 58,500.00										
45	2503.603	8" DIP CL 52 (CERAMIC LINED)	LIN FT	27	\$ 80.00	\$ 2,160.00	\$ 50.00	\$ 1,350.00	\$ 100.50	\$ 2,713.50	\$ 55.00	\$ 1,485.00	\$ 80.00	\$ 2,160.00										
46	2503.603	8" PVC SEWER, SDR 26 (10'-15" DEEP)	LIN FT	629	\$ 35.00	\$ 22,015.00	\$ 28.00	\$ 17,612.00	\$ 62.00	\$ 38,998.00	\$ 34.00	\$ 21,386.00	\$ 60.00	\$ 37,740.00										
47	2503.603	8" PVC SEWER, SDR 26 (15'-20" DEEP)	LIN FT	351	\$ 40.00	\$ 14,040.00	\$ 28.00	\$ 9,828.00	\$ 62.00	\$ 21,762.00	\$ 42.00	\$ 14,742.00	\$ 66.00	\$ 23,166.00										
48	2503.603	8" PVC SEWER, SDR 26 (20'-25" DEEP)	LIN FT	161	\$ 55.00	\$ 8,855.00	\$ 28.00	\$ 4,508.00	\$ 62.00	\$ 9,982.00	\$ 85.00	\$ 13,685.00	\$ 78.00	\$ 12,558.00										
49	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	210	\$ 575.00	\$ 120,750.00	\$ 475.00	\$ 99,750.00	\$ 435.00	\$ 91,350.00	\$ 624.00	\$ 131,040.00	\$ 515.00	\$ 108,150.00										
50	2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	210	\$ 20.00	\$ 4,200.00	\$ 55.00	\$ 11,550.00	\$ 72.40	\$ 15,204.00	\$ 128.00	\$ 26,880.00	\$ 60.00	\$ 12,600.00										
51	2506.502	48" DIA. SANITARY MANHOLE	LIN FT	108	\$ 180.00	\$ 19,440.00	\$ 208.00	\$ 22,464.00	\$ 295.00	\$ 31,860.00	\$ 274.00	\$ 29,592.00	\$ 410.00	\$ 44,280.00										
52	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	7	\$ 550.00	\$ 3,850.00	\$ 650.00	\$ 4,550.00	\$ 655.00	\$ 4,585.00	\$ 444.00	\$ 3,108.00	\$ 500.00	\$ 3,500.00										
53	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	12	\$ 550.00	\$ 6,600.00	\$ 390.00	\$ 4,680.00	\$ 680.00	\$ 8,160.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00										
54	2550.602	MARKING POST	EACH	10	\$ 80.00	\$ 800.00	\$ 145.00	\$ 1,450.00	\$ 165.00	\$ 1,650.00	\$ 52.00	\$ 520.00	\$ 150.00	\$ 1,500.00										
55	2506.602	EXTERNAL CHIMNEY SEAL	EACH	7	\$ 300.00	\$ 2,100.00	\$ 200.00	\$ 1,400.00	\$ 170.00	\$ 1,190.00	\$ 194.00	\$ 1,358.00	\$ 230.00	\$ 1,610.00										
SCHEDULE B SUBTOTAL:						\$ 273,714.00		\$ 207,792.00		\$ 285,364.50		\$ 274,820.00		\$ 333,274.00										
Schedule C : WATERMAIN																								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
56	2021.501	MOBILIZATION	LUMP SUM	1	\$ 16,000.00	\$ 16,000.00	\$ 12,500.00	\$ 12,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,500.00	\$ 14,500.00										
57	2451.609	GRANULAR FOUNDATION	TON	70	\$ 25.00	\$ 1,750.00	\$ 27.00	\$ 1,890.00	\$ 48.00	\$ 3,360.00	\$ 12.00	\$ 840.00	\$ 20.00	\$ 1,400.00										
58	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 18.00	\$ 1,620.00	\$ 14.00	\$ 1,260.00	\$ 35.00	\$ 3,150.00	\$ 16.00	\$ 1,440.00	\$ 29.00	\$ 2,610.00										
59	2503.602	BORING PIT (WATERMAIN)	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 28,700.00	\$ 28,700.00	\$ 16,900.00	\$ 16,900.00	\$ 38,000.00	\$ 38,000.00										
60	2503.608	DUCTILE IRON FITTINGS	POUND	4-80	\$ 5.00	\$ 2,400.00	\$ 4.75	\$ 2,180.00	\$ 5.75	\$ 2,576.00	\$ 2.30	\$ 10,304.00	\$ 5.00	\$ 22,400.00										
61	2504.502	48" AIR RELIEF MANHOLE	LIN FT	8	\$ 380.00	\$ 3,040.00	\$ 675.00	\$ 5,400.00	\$ 370.00	\$ 2,960.00	\$ 464.00	\$ 3,712.00	\$ 1,735.00	\$ 13,880.00										
62	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 2,150.00	\$ 2,150.00	\$ 6,550.00	\$ 6,550.00	\$ 4,836.00	\$ 4,836.00	\$ 1,500.00	\$ 1,500.00										
63	2504.602	HYDRANT	EACH	3	\$ 5,500.00	\$ 16,500.00	\$ 3,750.00	\$ 11,250.00	\$ 4,950.00	\$ 14,850.00	\$ 4,474.00	\$ 13,422.00	\$ 6,000.00	\$ 18,000.00										
64	2504.602	1.5" CORPORATION STOP	EACH	1	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 930.00	\$ 930.00	\$ 568.00	\$ 568.00	\$ 650.00	\$ 650.00										
65	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 1,150.00	\$ 3,450.00	\$ 1,790.00	\$ 3,720.00	\$ 1,307.00	\$ 3,921.00	\$ 1,800.00	\$ 5,400.00										
66	2504.602	10" GATE VALVE & BOX	EACH	1	\$ 3,800.00	\$ 3,800.00	\$ 2,100.00	\$ 2,100.00	\$ 3,160.00	\$ 3,160.00	\$ 2,428.00	\$ 2,428.00	\$ 3,000.00	\$ 3,000.00										
67	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,980.00	\$ 7,960.00	\$ 2,936.00	\$ 5,872.00	\$ 4,900.00	\$ 9,800.00										
68	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30	\$ 55.00	\$ 1,650.00	\$ 58.00	\$ 1,740.00	\$ 41.10	\$ 1,233.00	\$ 31.00	\$ 930.00	\$ 40.00	\$ 1,200.00										
69	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	96	\$ 60.00	\$ 5,760.00	\$ 50.00	\$ 4,800.00	\$ 36.75	\$ 3,528.00	\$ 39.00	\$ 3,744.00	\$ 46.00	\$ 4,416.00										
70	2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	508	\$ 65.00	\$ 33,020.00	\$ 43.00	\$ 21,844.00	\$ 42.95	\$ 21,818.60	\$ 45.00	\$ 22,368.00	\$ 54.00	\$ 27,432.00										
71	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	830	\$ 70.00	\$ 58,100.00	\$ 50.00	\$ 41,500.00	\$ 52.25	\$ 43,367.50	\$ 56.00	\$ 46,480.00	\$ 62.00	\$ 51,460.00										
72	2504.603	12" DIP WATERMAIN (THROUGH CASING)	LIN FT	200	\$ 25.00	\$ 5,000.00	\$ 59.00	\$ 11,800.00	\$ 74.70	\$ 14,940.00	\$ 128.00	\$ 25,600.00	\$ 62.00	\$ 12,400.00										
73	2504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	200	\$ 575.00	\$ 115,000.00	\$ 475.00	\$ 95,000.00	\$ 435.00	\$ 87,000.00	\$ 605.00	\$ 121,000.00	\$ 520.00	\$ 104,000.00										
74	2506.516	CASTING ASSEMBLY (WATER)	EACH	1	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00	\$ 645.00	\$ 645.00	\$ 444.00	\$ 444.00	\$ 750.00	\$ 750.00										
SCHEDULE C SUBTOTAL:						\$ 335,990.00		\$ 252,114.00		\$ 286,282.10		\$ 290,809.00		\$ 332,798.00										
Schedule D : CONDUIT FOR FIBER OPTIC																								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
75	2021.501	MOBILIZATION	LS	1	\$ 1,821.00	\$ 1,821.00	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,750.00	\$ 4,750.00										
76	2545.503	INSTALL 1.5" NON-METALLIC CONDUIT	LIN FT	612	\$ 15.00	\$ 9,180.00	\$ 8.00	\$ 4,896.00	\$ 11.35	\$ 6,946.20	\$ 14.00	\$ 8,568.00	\$ 17.00	\$ 10,404.00										
77	2545.503	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BOR)	LIN FT	200	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00	\$ 25.75	\$ 5,150.00	\$ 20.00	\$ 4,000.00	\$ 29.00	\$ 5,800.00										
78	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	400	\$ 15.00	\$ 6,000.00	\$ 4.00	\$ 1,600.00	\$ 6.95	\$ 2,780.00	\$ 14.00	\$ 5,600.00	\$ 26.00	\$ 10,400.00										
79	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	1016	\$ 15.00	\$ 15,240.00	\$ 6.00	\$ 6,096.00	\$ 6.85	\$ 6,959.60	\$ 14.00	\$ 14,224.00	\$ 29.00	\$ 29,464.00										
SCHEDULE D SUBTOTAL:						\$ 38,241.00		\$ 24,592.00		\$ 22,435.80		\$ 34,392.00		\$ 60,818.00										
TOTAL BID (SCHEDULES A-D):						\$ 946,866.50		\$ 683,979.95		\$ 827,955.90		\$ 852,022.00		\$ 990,269.75										

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Professional Design and Engineering Services for City Project No. 2018-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane

Meeting Date: June 25, 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

SAI

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for professional design and engineering services for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane.

SUMMARY

On October 26, 2015, City Council ordered the NWA Trunk Watermain Loop (City Project No. 2015-12). On January 9, 2017, Council separated City Project No. 2015-12 into two projects: City Project No. 2017-02 - NWA Trunk Watermain Improvements, 65th Street Loop (Phase 2 of 2015-12) Hwy 3 to Harmon Park and City Project No. 2017-03 - NWA Trunk Watermain Improvements, 65th Street Loop (Phase 3 of 2015-12) Hwy 3 to Blackstone Ridge. City Project No. 2018-03 is phase 4 of 2015-12.

WSB has been the consultant working on City Project No. 2017-03 and they are in our engineering consulting pool. Due to their experience and familiarity with these projects, the City requested a proposal for professional design and engineering services. These services are to include: feasibility design services, surveying, and design for the trunk watermain project that will run concurrently with City Project No. 2015-03 – 65th Street from T.H. 3 to Argenta Trail. City Project No. 2018-03 and 2015-03 are tentatively scheduled for 2019. The estimated cost of these professional engineering services is \$17,938. The consultant cannot exceed the estimated amount without City approval.

I recommend approval of the resolution authorizing the City to enter into an agreement with WSB in the amount of \$17,938 for professional design and engineering services for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane.

TJK/kf

Attachments: Resolution
 WSB Proposal
 Map of watermain

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL DESIGN AND ENGINEERING
SERVICES FROM WSB FOR CITY PROJECT NO. 2018-03 – NWA TRUNK WATERMAIN
IMPROVEMENTS - 65TH STREET LOOP (PHASE 4 OF 2015-12) FROM AGATE TRAIL TO ALVERNO
LANE**

RESOLUTION NO. _____

WHEREAS, on October 26, 2015, City Project No. 2015-12 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase I) Argenta Trail to Babcock Trail was approved; and

WHEREAS, on January 9, 2017 Council separated City Project No. 2015-12 into two projects: City Project No. 2017-02 - NWA Trunk Watermain Improvements, 65th Street Loop (Phase 2 of 2015-12) Hwy 3 to Harmon Park and City Project No. 2017-03 - NWA Trunk Watermain Improvements, 65th Street Loop (Phase 3 of 2015-12) Hwy 3 to Blackstone Ridge.

WHEREAS, City Project No. 2018-03 - NWA Trunk Watermain Improvements - 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane is Phase 4 of City Project No. 2015-12.

WHEREAS, WSB is the consulting engineer on City Project No. 2017-03, and WSB submitted a professional design and engineering services proposal in an amount not to exceed \$17,938 for City Project No. 2018-03. The professional engineering services will include feasibility study and design 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 \$17,938 for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane.
2. Funding for the work will be provided from NWA Water Fund 511.

Adopted by the City Council of Inver Grove Heights this 25th day of June 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



June 19, 2018

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

Re: Request for Proposal
Provide Professional Services for Feasibility Study and Plans
65th Street Trunk Water Main Improvements
Between Agate Trail to Alverno Lane
City of Inver Grove Heights, MN

Dear Mr. Kaldunski:

This letter is a scope of work for the feasibility study and preparation of plans and specs for the 65th Street trunk water main improvements between Agate Trail and Alverno Lane in the northwest area of the City of Inver Grove Heights.

The feasibility study will include the following:

- Executive Summary, Background Information, Existing Conditions, Proposed Conditions, Conclusions, and Recommendations
- Location Map
- Proposed Alignment and Profile
- Financing and Funding Sources
- Project Cost and Schedule

The final design will include the following:

- Final Plans and Specs
- Project Bidding Services
- Topographic Survey
- Submittal of Permit Applications
- Independent Quality Control (from WSB Senior Project Manager)

WSB understands the feasibility report must be completed in conjunction with Phase 2 – 65th Street Improvement Project, and that it's the first step prior to the City holding a public hearing and ordering the project. We anticipate the feasibility report will be presented to Council at the August 6, 2018, council meeting and the public hearing will be held at the September 3, 2018, council meeting.

This proposal represents our complete understanding of the work needed to complete the feasibility study and final design as requested. The total cost for the work described above and detailed in the attached work plan is **\$17,938**.

Mr. Tom Kaldunski
June 19, 2018
Page 2

We appreciate the opportunity to share this proposal with you, and look forward to working with the City of Inver Grove Heights on this project. If you agree with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

Please contact me at (612) 214-7053 or breifsteck@wsbeng.com if you have any questions regarding this proposal. Thank you.

Sincerely,

WSB & Associates, Inc.



Brad Reifsteck, PE
Sr. Project Manager

ACCEPTED BY:

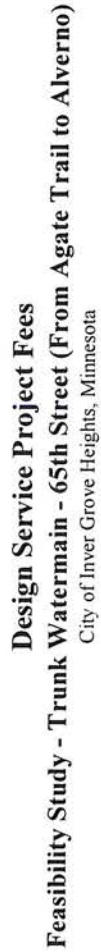
City of Inver Grove Heights, MN

***I hereby authorize WSB & Associates, Inc. to complete the feasibility study
identified above for an hourly not-to-exceed cost of \$17,938.***

Name _____

Title _____

Date _____



Description	Estimated Hours						Cost
	Principal	Sr. Project Mgr.	Project Engineer	Graduate Engineer	2 Person Survey Crew	Office Admin	
I. Project Management (time included within specific phases)							
II. Feasibility Study							
A. Review Existing Trunk Watermain Alignment							
B. Meetings (2)		2	2	2			6
C. Feasibility Report	2	4				8	6
Executive Summary				2			2
Background Information				2			2
Existing Conditions				2			2
Proposed Conditions				4			4
Conclusion and Recommendations			2	2			4
Financing and Funding Sources			2	2			4
Project Cost and Schedule			2	8			10
D. Report Exhibits							
Project Location Map				4			4
Plan and Profile				8			8
III. Final Design							
A. Project Management	2	2	8	4			16
B. Meetings (2)		4	2	2			8
C. Design			2	8			10
Drawing & Layouts				12			12
Specifications & Bidding		2	8			4	14
Cost Take-off			2	8			10
Permit Applications				2			2
Utility Applications			2	2			4
Quality Coordination		4					4
Quality Control							
Topographic Survey		2		8	8		18
Meetings include 2 meetings with City Staff							
Grand Total All Phases	4	22	34	84	8	12	164
Hourly Rates	\$173.00	\$147.00	\$112.00	\$91.00	\$185.00	\$90.00	\$ 17,938.00
Expenses (Printing, Mileage)							\$ -
TOTAL PROJECT COST							\$ 17,938.00



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Development Contract for Robert Curve, LLC and construction of Diffley Court

Meeting Date: June 25, 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 the Development Contract and Street Light Agreement for the plat of Robert Curve.

- Requires 3/5th's vote

SUMMARY/ANALYSIS

The developer will be constructing Diffley Court beginning this summer as part of the plat of Robert Curve. The plat was approved last year along with a strip retail building. Diffley Court is needed for access to the property. The retail building is on indefinite hold, but a gas station/convenience store will be built on the property.

The development addresses the construction costs and obligations. The City Engineer has approved the plans. The Street Light Agreement addresses costs of installation and energy for the first three years.

RECOMMENDATION:

Planning Division; Recommend approval of the agreements as presented

Attachments: Resolution Approving the Development Contract
 Development Contract
 Street Light Agreement
 Street Plan

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, AND STREET LIGHT
AGREEMENT FOR THE PLAT OF ROBERT CURVE

CASE NO. 18-38X
(Robert Curve, LLC)

WHEREAS, the Final Plat of Robert Curve was approved by the City Council on June 12, 2017;

WHEREAS, a condition of approval required a development contract be approved by the City Council;

WHEREAS, the development contract for the street construction was not drafted at time of final plat approval, but have now been drafted and negotiated with the applicant;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract and Street Light Agreement for the plat of Robert Curve are 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 25th day of June 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
ROBERT CURVE

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF ROBERT CURVE**

THIS DEVELOPMENT CONTRACT is made and entered into on the 25th day of June, 2018, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER has recorded the PLAT with Dakota County;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation of a public street, extension of public utilities (sewer and water) and storm sewer pipes, and the installation of stormwater facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit 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 DEVELOPER 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 submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1

DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, 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 DEVELOPER. "DEVELOPER" means Robert Curve Development, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 OWNER. "OWNER" means Robert Curve Development, LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Robert Curve, Dakota County, Minnesota, legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

1.12 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS
- g.) City of Eagan

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

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

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER

IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

1.19 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; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; and fires or explosions.

1.20 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or

other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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.

The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

- A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations 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.
- G. **PLAT COMPLIANCE.** To OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, environmental regulations.

H. **FEE TITLE.** Robert Curve Development, LLC, a Minnesota limited liability company, owns fee title to the property within the PLAT.

1.22 **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 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 DEVELOPMENT CONTRACT.

1.23 **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: Scott Thureen
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**If to OWNER/
DEVELOPER**
Robert Curve Development, LLC
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

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

ARTICLE 2 **PLAT APPROVAL**

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY has approved the recording of the PLAT and the PLAT has been recorded by the DEVELOPER with Dakota County. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER has recorded the PLAT with the Dakota County Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memos on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on Exhibit C, 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 DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER 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 DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted 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 PLAT 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 DEVELOPMENT CONTRACT. 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 date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default

pursuant to Article 14.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS 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, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER 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 has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER 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 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER 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 said approvals, permits and licenses, and also all fines or penalties levied by any

agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER 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 DEVELOPER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC

IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in the *Street Light Agreement for Plat of Robert Curve*. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS REQUIRED. One (1) copy (in AUTOCAD format) of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. Two ties to all curb boxes and main-line gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all Manholes and Catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. 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 AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, 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.

ARTICLE 9

RESPONSIBILITY FOR COSTS

9.1 DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER 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.

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

9.4 TIME OF PAYMENT. The DEVELOPER 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 10 **DEVELOPER WARRANTIES**

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **OWNER WARRANTIES**

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12 **CITY WARRANTIES**

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER 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 reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;

- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, 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 DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER 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.

14.3 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 DEVELOPMENT CONTRACT 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.

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. 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 if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2021.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit C** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER 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 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16
MISCELLANEOUS

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or OWNER or DEVELOPER under this DEVELOPMENT CONTRACT.

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written

agreement amend this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

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

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

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 25th 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 AND DEVELOPER:
ROBERT CURVE DEVELOPMENT, LLC**

By: _____
John Poepl
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of June, 2018, before me a Notary Public within and for said County, personally appeared John Poepl, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Robert Curve Development, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Robert Curve Development, LLC by authority of the Boards of Governors of said limited liability company.

Notary Public

This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**After Recording, Please Return This
Instrument To:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF ROBERT CURVE DEVELOPMENT

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

Lot 1, Block 1, Robert Curve, Dakota County, Minnesota
Outlot A, Robert Curve, Dakota County, Minnesota
Outlot B, Robert Curve, Dakota County, Minnesota

according to the recorded plat thereof on file and of record with the office of the Dakota
County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (C0)	1-8-18	Rehder & Associates, Inc.
Site Dimension & Utility Removals Plan (C1)	1-8-18	Rehder & Associates, Inc.
Grading, Drainage & Erosion Control Plan (C2)	1-8-18	Rehder & Associates, Inc.
Details (C3)	1-8-18	Rehder & Associates, Inc.
Details (C4)	1-8-18	Rehder & Associates, Inc.

The above-listed Development Plans were approved by the City Engineer on January 10, 2018.

Grading, Drainage & Erosion Control Plan	10-19-17	Plowe Engineering, Inc.
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The above-listed Development Plans were approved by the City Engineer on March 5, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Robert Curve (the "City Engineer Memos"):

1. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated December 14, 2016;
2. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated May 11, 2017;
3. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated June 9, 2017;
4. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated June 16, 2017;
5. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated June 22, 2017;

6. Letter from Karen Scheffing at MnDOT to City Engineer Tom Kaldunski dated December 2, 2015;
7. Letter from Karen Scheffing at MnDOT to City Engineer Tom Kaldunski dated January 25, 2017;
8. Letter from Karen Scheffing at MnDOT to City Engineer Tom Kaldunski dated April 13, 2017;
9. Letter from Karen Scheffing at MnDOT to City Engineer Tom Kaldunski dated May 18, 2017;
10. Letter from Karen Scheffing at MnDOT to City Engineer Tom Kaldunski dated June 23, 2017.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-30-18	stockpiling and erosion control on Outlot B, Robert Curve
X PUBLIC	11-30-18	extension of sanitary sewer and water lateral and service lines in road
X PUBLIC	11-30-18	construction of public road (Diffley Court) and installation of base course bituminous
X	11-30-18	storm water pond construction and related stormwater improvements substantially completed to a functional level approved by the City Engineer
X	11-30-19	final construction of stormwater pond improvements
X	11-30-19	establishment of vegetation around stormwater pond
X PUBLIC	See Section 4.4 11-30-19	street signage
X PUBLIC	11-30-19	final wear course of bituminous for Diffley Court**

**Note: DEVELOPER may install the wear course in 2018 if such early installation is approved by the City Engineer. Otherwise, installation of the wear course shall occur in 2019.

EXHIBIT D

CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION ACTIVITY BEGINS.** Before construction activity begins, all of the following conditions must be satisfied:

- a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
- b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
- c.) DEVELOPER must provide to the CITY the sealcoating payment of \$8,200 as required under paragraph 8 of Exhibit E.
- d.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
- e.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
- f.) DEVELOPER AND OWNER must execute or cause to be executed and deliver the Street Light Agreement referenced in paragraph 9 of this Exhibit E. The form of the document shall be subject to the approval of the City Attorney.
- g.) DEVELOPER must provide to the CITY the cash deposit for engineering inspection fees stated on Exhibit F of this Development Contract.
- h.) Park dedication fees shall be paid pursuant to paragraph 5 of Exhibit E.
- i.) Payment of energy costs for the first three (3) years for the street lights.

2.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED BY NOVEMBER 30, 2018.** Prior to November 30, 2018, the following Developer Improvements shall be completed:

- a.) stockpiling and erosion control on Outlot B, Robert Curve must be complete.

- b.) extension of sanitary sewer and water lateral and service lines in road must be complete.
 - c.) construction of public road (Diffley Court) and installation of base course bituminous must be complete.
 - d.) storm water pond construction and related stormwater improvements substantially completed to a functional level approved by the City Engineer.
- 3.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED BY NOVEMBER 30, 2019.** Prior to November 30, 2019, the following Developer Improvements shall be completed:
- a.) establishment of vegetation around stormwater pond must be complete.
 - b.) final wear course of bituminous for Diffley Court must be installed.
 - c.) final completion of storm water improvements.
- 4.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN.** The trunk water and sanitary sewer facilities that will serve the PLAT were extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.
- The DEVELOPER and OWNER acknowledge and agree that the JPA benefits the PLAT and that the PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER and OWNER hereby assume and agree to pay all the financial obligations of the City of Inver Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees. Without limiting the foregoing, DEVELOPER and OWNER agree as follows:
- a.) Prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER and OWNER shall obtain the written approval of Eagan for DEVELOPER PUBLIC IMPROVEMENTS pursuant to Article 13 of the JPA.
 - b.) The DEVELOPMENT PLANS shall comply with Section 3.1 of the JPA; the construction of DEVELOPER PUBLIC IMPROVEMENTS shall comply with Section 3.2 of the JPA; and the DEVELOPER and OWNER shall obtain all necessary easements for construction and for the permanent DEVELOPER PUBLIC IMPROVEMENTS. The DEVELOPER and OWNER are responsible for the costs of constructing the DEVELOPER PUBLIC IMPROVEMENTS and do hereby

assume and relieve the City of Inver Grove Heights from all costs identified in Sections 3.3 and 3.4 of the JPA.

- c.) Any costs and expenses incurred by the City of Inver Grove Heights under Section 3.7 of the JPA shall instead be paid by DEVELOPER and OWNER to Eagan.
- d.) Prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER and OWNER, instead of the City of Inver Grove Heights, shall pay to the City of Eagan the PLAT trunk area charges identified in Section 5.1 of the JPA.
- e.) At the time of obtaining building permits, the OWNER, DEVELOPER and their assigns, instead of the City of Inver Grove Heights, shall pay to Eagan the connection fees identified in Sections 6.1 and 6.2 of the JPA.
- f.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

- g.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the OWNER and DEVELOPER and their assigns as they become due.

- 5.) **PARK CONTRIBUTION FEE.** Section 3.1(n) of the Hold Agreement Relating to the Plat of Robert Curve dated December 21, 2017 between the City and DEVELOPER states as follows:

The required park dedication fees for Lot 1, Block 1, Robert Curve owed to the City must be paid prior to the issuance of a building permit for Lot 1, Block 1, Robert Curve. The park dedication fees for Outlot B, Robert Curve must be paid when Outlot B, Robert Curve is re-platted and buildable lots are created. The City understands that Outlot B, Robert Curve may be subject to a number of re-plats. In all events, no building permit shall be issued for any lot within the Plat or any re-plat of any lot within the Plat unless the park dedication fees have been paid for the respective lot.

Because DEVELOPER is not requesting a building permit at this time, the CITY will not collect park dedication fees under this DEVELOPMENT CONTRACT. However, park dedication fees will be owed as stated above.

- 6.) **STORM SEWER, SANITARY SEWER AND WATER MAINTENANCE OBLIGATION.** The City of Inver Grove Heights shall be responsible for maintenance of all storm sewer pipes, sanitary sewer pipes and water pipes located within Diffley Court.

- 7.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 8.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement on Diffley Court to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$8,200 for the work.

The amount of \$8,200 is due and payable by the DEVELOPER to the CITY at the time this DEVELOPMENT CONTRACT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER and OWNER agree that the sealcoating benefits the plat of Robert Curve.

- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be to be determined by the local electric company. At the time of executing this DEVELOPMENT CONTRACT, the OWNER shall enter into a separate recordable agreement that sets forth the terms, conditions and covenants relating to street lighting; the street lighting agreement shall then be recorded. The energy costs for the street lights shall be paid by the owners of the buildable lots within the Plat of Robert Curve, except that the energy costs for the first three (3) years shall be paid by the DEVELOPER.

- 10.) **RETAINING WALL REQUIRMENTS.** Prior to the City issuing a building permit for the PLAT all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, 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.

- 11.) **SNOW AND ICE REMOVAL ON DIFFLEY COURT.** DEVELOPER and OWNER agree to snowplow and control ice on Diffley Court until such time as Outlot B, Robert Curve is replatted. DEVELOPER and OWNER do hereby agree to accept all maintenance duties, obligations and responsibilities for control of ice and removal of snow on Diffley Court located within the PLAT until such time as Outlot B, Robert Curve is replatted. DEVELOPER and OWNER shall maintain commercial general liability insurance in the minimum sum of \$1,500,000 per person and the minimum sum of \$500,000 for property damage and the minimum sum of \$3,000,000 per occurrence; the CITY shall be listed as an additional insured; the DEVELOPER shall provide a certificate of insurance showing that such insurance coverage is in force. In performing such duties, obligations and responsibilities, the DEVELOPER and OWNER shall comply with the same standards that the CITY uses for snow removal and ice control on other similar streets within the CITY, as those standards are amended from time to time.

DEVELOPER and 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 reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the DEVELOPER to comply with this paragraph 11 of Exhibit E; or
- b.) failure by the DEVELOPER to meet the standards imposed by this paragraph 11 of Exhibit E; or
- c.) any negligent acts or omissions related to DEVELOPER's performance under this paragraph 11 of Exhibit E.

- 12.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):

- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 13.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the

following:

- Mn/DOT – drainage permit; permit to work on Mn/DOT ROW; and sign restrictions
- MPCA –sewer extension permit
- MPCA – NPDES General Stormwater permit
- MCES – sewer extension permit
- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services and possibly retaining walls

14.) **FURTHER EXTENSION OF DIFFLEY COURT**. Without further Council action, the City hereby approves the Developer extending Diffley Court northerly within the Plat provided the following conditions are met:

- The City Engineer approves the plans and specifications for the northerly extension.
- The Developer increases the letter of credit and cash escrows under this Development Contract to reflect the work being done with regard to the northerly extension, as approved by the City Engineer.
- The Developer, in writing, acknowledges and consents that the northerly extension work shall be deemed a Developer Public Improvement under this Development Contract.

EXHIBIT F
ESCROW CALCULATION

1.) Grading, drainage and erosion control	\$93,900
2.) Storm Sewer	\$46,500
3.) Construction of public road (Diffley Court) and installation of base course and wear course bituminous and sidewalks	\$124,500
4.) Street signage	\$2,000
5.) Restoration	\$35,500
6.) Subdivision monuments	\$4,000
7.) Construction debris clean-up	\$3,500
8.) Certified as-builts	\$4,000
SUBTOTAL:	\$313,900
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$392,375

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$_____ in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the CITY's standard rates charged for such tasks; the CITY shall keep records of the tasks performed and the hours spent in performing the tasks and the personnel that performed the tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty-five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control and to pay to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original \$_____ when the following events have occurred:

- a.) All of the vegetative cover 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 the DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control exceed the initially deposited \$_____ Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

EXHIBIT F
ESCROW CALCULATION

(Continued)

Vegetation Escrow Amount

In addition to the \$_____ Engineering Escrow Amount stated above, Developer shall also deposit \$_____ in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater pond is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the infiltration basin on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater pond exceeds the initially deposited \$_____ Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STREET LIGHT AGREEMENT FOR
PLAT OF ROBERT CURVE
DAKOTA COUNTY, MINNESOTA

THIS STREET LIGHT AGREEMENT FOR PLAT OF ROBERT CURVE (Agreement) is made this 25th day of June, 2018, by and between Robert Curve Development, 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”. Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

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

1.3 Landowner. “Landowner” means Robert Curve Development, LLC, a Minnesota limited liability company, the current fee title owner of the Lots, and its successors and assigns.

1.4 Lots. “Lots” means the lots described on the attached **Exhibit A**. The Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Robert Curve.

1.5 Lot Owners. Lot Owners means the fee title owners of the Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on Diffley Court shown in the plat of Robert Curve or on any re-plat of Outlot B, Robert Curve.

ARTICLE 2
RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Robert Curve or in any re-plat of Outlot B, Robert Curve.

2.2 Installation of Street Lights. Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Robert Curve. The Street Lights for Robert Curve shall be installed no later than the time that the public streets within the plat of Robert Curve or in any re-plat of Outlot B, Robert Curve are constructed.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Robert Curve, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2019, 2020 and 2021 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Lot Owners. Beginning with calendar year 2022, and continuing thereafter, the Lot Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

With respect to the street lights on Diffley Court as shown on the plat of Robert Curve, or upon any re-plat of Outlot B, Robert Curve, the cost paid by the Lot Owners shall be divided according to the following formula:

The cost shall be divided on a square foot basis against any buildable lot in the Robert Curve plat or in any re-plat of Outlot B, Robert Curve.

The City will invoice such Lot Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Lot Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be allocated among the Lots as described in this Section 2.4.

The Lot Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Lot owned by the Lot Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Lot Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Lots. Further, the Lot Owners and their successors and assigns thereof hereby waive any and all procedural and

substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lots. The Lot Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Lot Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Lot Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Lot Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Blackstone Ridge.

2.5 Warranty of Ownership. Landowner is the current fee title owner of the Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Approval of Development Plans. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will approve the Development Plans referenced in the Development Contract. One requirement in the Development Contract is that the Owner enter into this Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Owner shall record this Agreement with the Dakota County Recorder and Owner shall present evidence to the City that this Agreement has been recorded.

4.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Lots and shall be binding upon the parties and the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another

contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

4.6 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.

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

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

IN WITNESS WHEREOF, Landowner and City have executed this Street Light Agreement as of the day and year aforementioned.

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 25th 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

OWNER:
ROBERT CURVE DEVELOPMENT, LLC

By: _____
John Poepl
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of June, 2018, before me a Notary Public within and for said County, personally appeared John Poepl, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Robert Curve Development, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Robert Curve Development, LLC by authority of the Boards of Governors of said limited liability company.

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 LOTS

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

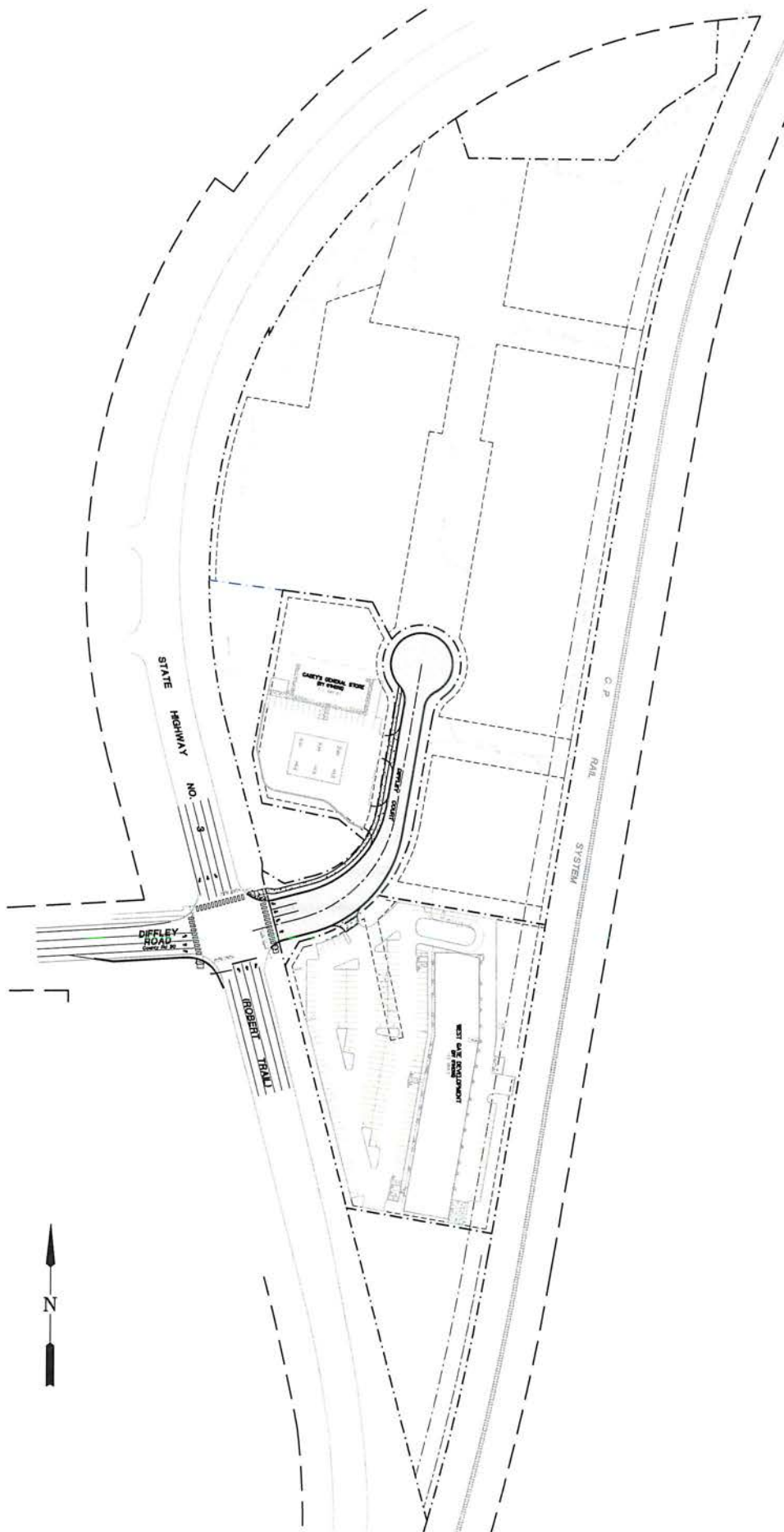
Lot 1, Block 1, Robert Curve, Dakota County, Minnesota, and
Outlot B, Robert Curve, Dakota County, Minnesota, according to the plat thereof on file and
of record in the office of the Dakota County Recorder, State of Minnesota,

AND

any buildable lot in any re-plat of Outlot B, Robert Curve, Dakota County, Minnesota.

DIFFLEY COURT

CITY OF INVER GROVE HEIGHTS



SHEET INDEX	
TITLE	SHEET NO.
COVER SHEET	C0
SITE DIMENSION & UTILITY REACKONS PLAN	C1
PROPOSED DRIVEWAY, SIDEWALK, & EROSION CONTROL PLAN	C2
CITY ENGINEER'S COMMENTS	C3
DETAILS & SPECIFICATIONS	C4

C0

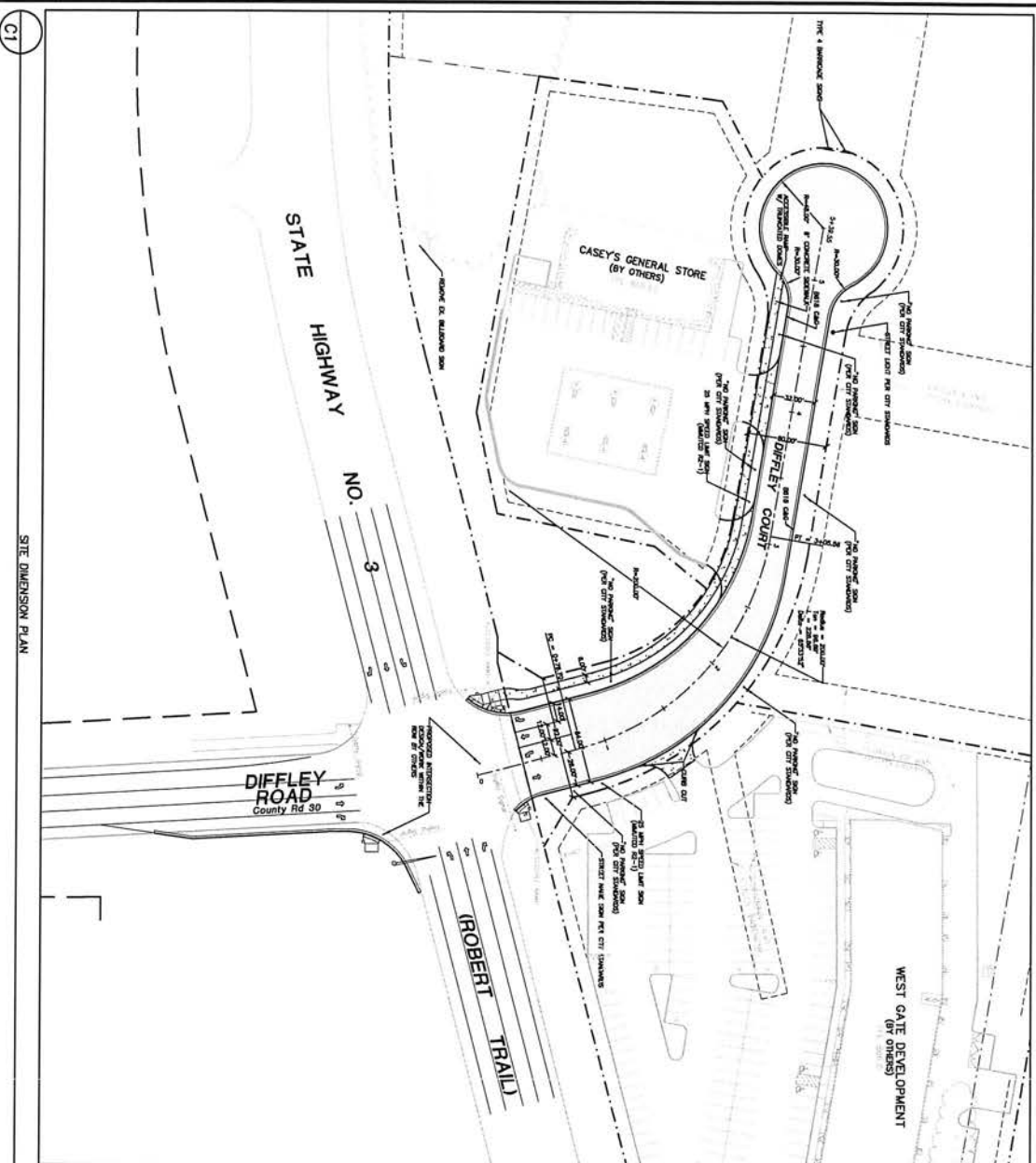
COVER SHEET
DIFFLEY COURT
CITY OF INVER GROVE HEIGHTS

Issued	
APPROVE CITY COMMENTS	5-21-17
NO SET ONLY - NOT FOR CONSTRUCTION	7-20-17
SHRINK SWAPAGE PERMIT RESUBMITTAL	11-28-17
APPROVE STATE TOWNSHIP	12-11-17
APPROVE CITY COMMENTS	1-8-18
NO SET	1-15-18
REVISE INFILTRATION BASIN SHAPE	5-1-18

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.

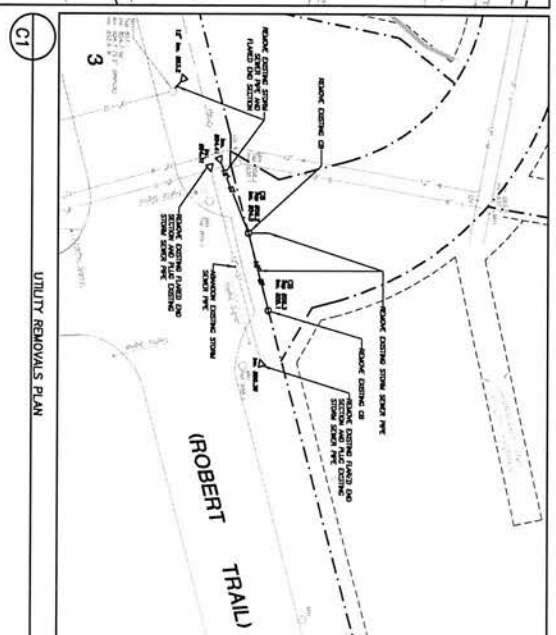
Nicholas P. Adam Date: 5-1-18
Name: Nicholas P. Adam Reg. No. 53855

Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Engle, Minnesota 55422
612-412-5511 • Fax: 612-412-0757 • email: info@rehder.com
PROJECT NO: 171-2928.011 DRAWING FILE: 2928011.DWG



SITE DIMENSION PLAN

- SITE NOTES**
- ① - All dimensions between curbs and to radius points are to face of curb.
 - ② - All dimensions between building and to radius points are to face of curb.
 - ③ - All cuts and grades are shown on plan and in profile view.
 - ④ - All elevations shall be as per Detail 3/11 unless otherwise noted.
 - ⑤ - All dimensions shall be as per Detail 3/11 unless otherwise noted.
 - ⑥ - All dimensions shall be as per Detail 3/11 unless otherwise noted.
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UTILITY REMOVALS PLAN

- LEGEND**
- PROPOSED DITCH BANK
 - PROPOSED STONE SINK
 - PROPOSED CONCRETE
 - PROPOSED STU. DUTY BRIMMINGS
 - PROPOSED CONTOUR
 - PROPOSED ELEVATION
 - ST. FENCE
 - BOUNDARY/ROW/ALLOD. LINE
 - EXISTING
 - EXISTING WATERMAIN
 - EXISTING SANITARY SINK
 - EXISTING STONE SINK
 - EXISTING CONTOUR
 - EXISTING ELEVATION

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Plans Specifications, and Bidding for Heritage Village Dog Park

Meeting Date: June 25, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the plans and specifications for the Phase I development at Heritage Village Park for improvements related to a dog park. The recommendation includes:

- Phase I improvements include: parking lot, fencing, lighting for a dog park
- No Regional Trail work is included at this time but will be considered in future phases of development
- No site amenities (tables, benches, shelters) are included
- Funding of the proposed improvements is recommended as follows:

State of MN Grant SG 2010-049 - No Match Required	\$331,000
State of MN Grant SG-04273 - Match Required 1:1	\$334,500
City 1:1 Match for Dog Park Work (402 Fund)	\$334,500
	\$1,000,000

The Parks and Recreation Commission is recommending approval.

SUMMARY

A dog park is an amenity that residents have asked for over the last several years with the first discussion about an off-leash dog park at a Park and Recreation Commission meeting in 2009. The Census Bureau and the American Veterinary Medical Association estimates that there are 8,000 dogs in Inver Grove Heights. The term “dog park” is generally used where the purpose and design of the park is such as to invite dogs, often in an unleashed environment. Dogs are popular, and people want a safe place to socialize and exercise their dogs.

Off-leash parks offer substantial benefits as a way for dog and owner to get exercise and meet new friends. Dog parks are relatively inexpensive to maintain, have no significant history of claims and have generally been thought to be successful where they have been created. Dog parks are created for both dogs and their owners and are comparable to a family going to the park to have their children play on the playground equipment and having an opportunity for the adults visiting the park to get to know one another in a social setting.

There is an active group of residents called “Friends of the IGH Dog Park” which was formed to help the City pursue a dog park for the community. This group intends on being involved with operations, policies and procedures, and funding. The groups number one goal is to work with the City and have the City build a basic dog park. The group plans to make improvements to the park over time using fundraising and donations.

Probable Construction Costs

Xcel Energy – Bury Overhead Utility Lines	\$40,000
Base Construction – Parking, storm water, fencing, lighting, etc.	\$672,000
Construction – Add/Alternates	\$207,000

Probable Project Costs

WSB – Preparation of Plans & Specifications	\$55,000
Xcel Energy – Bury Overhead Utility Lines	\$40,000
Braun Intertec – Environmental	\$10,000
Base Construction – Parking, storm water, fencing, lighting, etc.	\$672,000
Construction – Add/Alternates (additional lights, drinking fountain, etc.)	\$207,000
WSB – Construction Observation and Administration	TBD

At this point we have inflated the construction estimates due to the timing of our bidding process and because contractors got a late start this spring because of the April snowfall. If bids do not come back favorably we will consider our options. As a note, State Grant SG 2010-049 expires on December 31, 2018 and cannot be extended.

Other issues associated with a potential dog park include:

Insurance

Staff has contacted the League of MN Cities Insurance Trust and they indicated that our insurance premiums will not be impacted should we add a dog park.

Permit Application

Dog owners wanting to use the dog park would need to fill out an application (Attachment C) on an annual basis. During the application process City staff would check to make sure the dog is licensed and vaccinated.

Rules

Working with the “Friends Group”, the City would establish rules for use of the dog park and they would need to be adopted by the City Council. A draft set of rules are attached as Attachment D.

It is important to point out that if/when a dog park is added, the “new” amenities will create a need to add more funding for the Park Capital Replacement Fund (Fund 444) of approximately \$10,000 - \$15,000 per year.

Probable Operational Expenses

Activity	Description	Probable Cost
Mowing	26 weeks x 2 hours x \$28.00	\$1,500
Trash Removal (summer)	32 weeks x 4 hours x \$17.00	\$2,200
Trash Removal (winter)	20 weeks x 3 hours x \$39.00	\$2,400
Miscellaneous staff time	52 weeks x 2 hour per week x \$28.00	\$2,900
Miscellaneous	Fence, bench, trash can, tables, parking lot, signage, lighting etc.	\$2,000
Portable Toilet	12 months x \$54/month	\$1,000
Total		\$12,000

Probable Operational Revenue

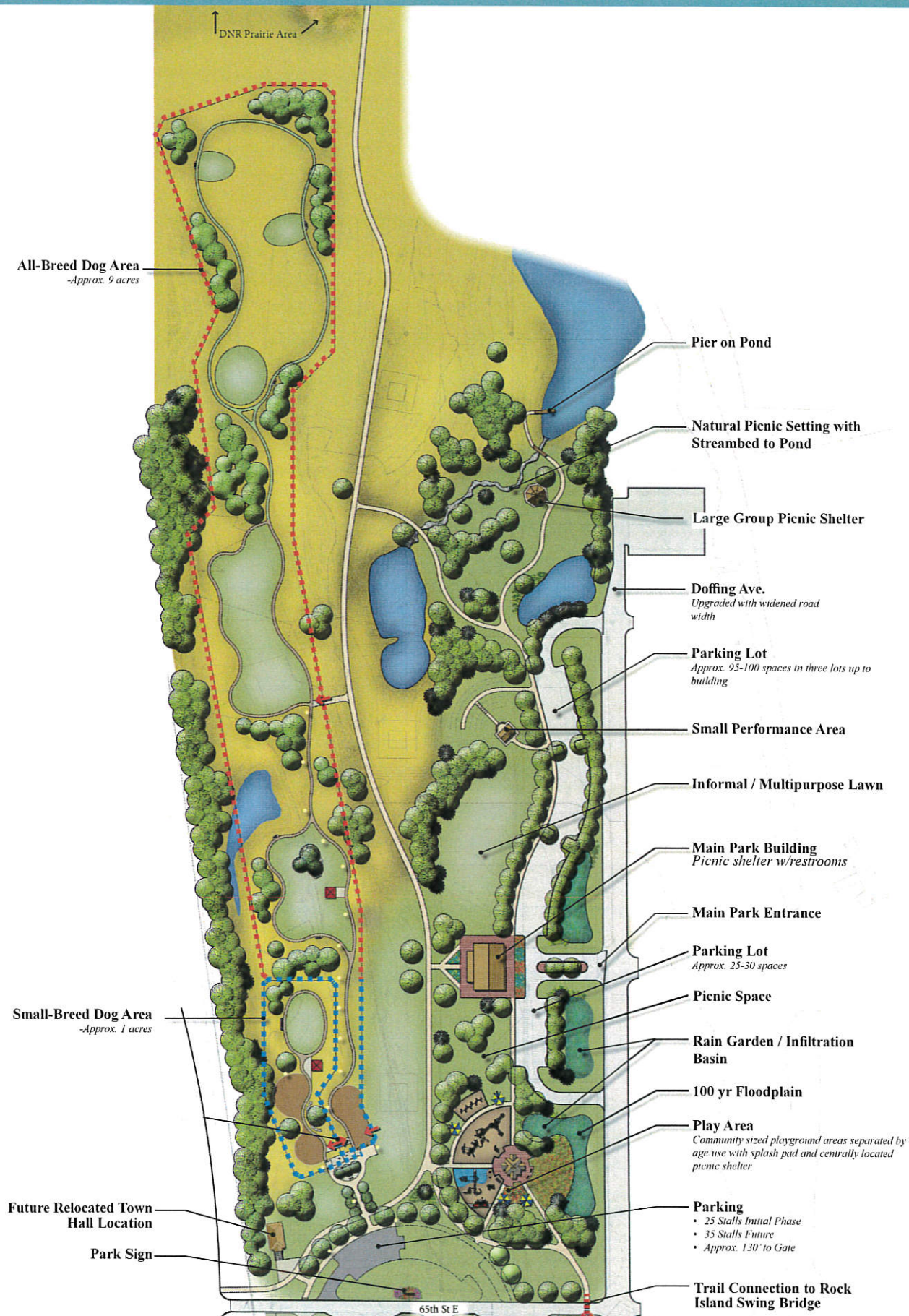
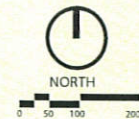
Category	Description	Probable Revenue
Annual Passes	300 x \$20	\$6,000
Daily Passes	100 x \$5	\$500
Donations		\$1,500
Total		\$8,000

Attachment A

Heritage Village Park Proposed Dog Park



Heritage Village Park ON THE MISSISSIPPI RIVER



Preliminary Master Plan

WSB Project 010132-000
February 14, 2018

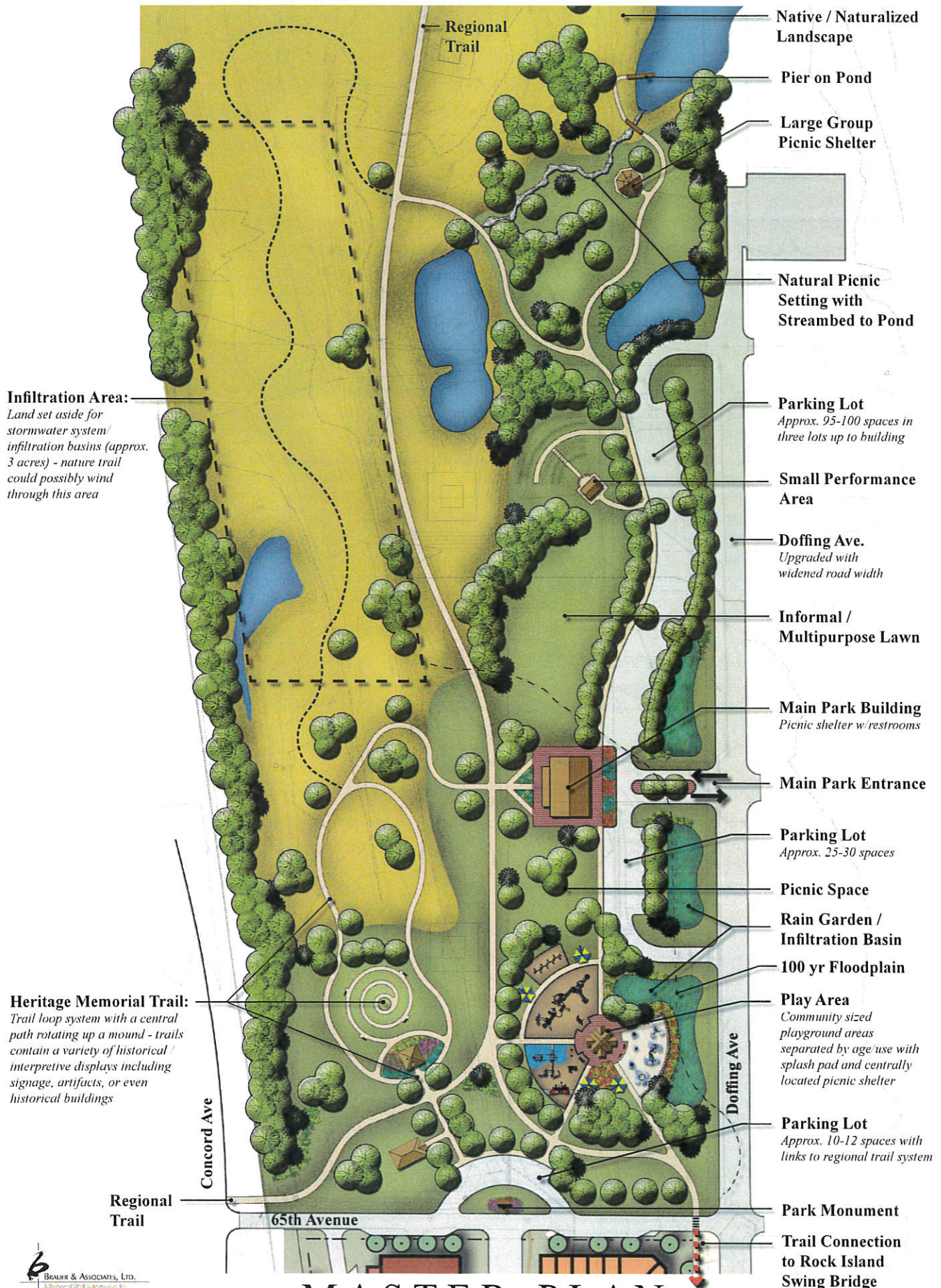
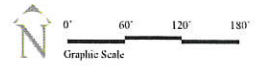


Attachment B

Heritage Village Park Master Plan



Heritage Village Park ON THE MISSISSIPPI RIVER



Attachment C

Example Dog Park Permit

City of Inver Grove Heights
Parks & Recreation Department
8055 Barbara Ave
Inver Grove Heights MN 55077

Off Leash Dog Area Permit Application

Permit Expires on December 31st

Resident Status		Resident	I understand that as a resident of Inver Grove Heights my dog(s) must have a current City of Inver Grove Heights dog license to use the Off-Leash Dog Area.				
		Non-Resident	I am a resident of another city purchasing an Off-Leash Dog Area permit.				
Dogs registered as Dangerous or Potentially Dangerous in any jurisdiction are NOT ALLOWED. By applying for this permit I certify that this dog(s) is not registered as Dangerous or Potentially Dangerous							
Dog Owner's Information:	Name		Home Phone				
	Address		Cell Phone				
	City, State, Zip		Email				
Dog 1 Information	Dog Name		Breed		Coat Color		
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are currently with their rabies vaccinations.			Yes	No
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes	No		
Dog 2 Information	Dog Name		Breed		Coat Color		
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are currently with their rabies vaccinations.			Yes	No
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes	No		
Dog 3 Information	Dog Name		Breed		Coat Color		
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are currently with their rabies vaccinations.			Yes	No
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes	No		

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Acceptance of the terms and conditions of this release and adherence to Off Leash Dog Area rules are conditions of permit approval, retention, and renewal. Permits may be revoked for noncompliance.

I hereby acknowledge that I voluntarily have applied to participate and use with my dog(s), the Off-Leash Dog Area designated by the City of Inver Grove Heights. I understand that the acts of unleashing my dog(s) or being physically present inside the Off Leash Dog Area necessarily involves risk of injury to me, other people, my dog(s), and other dog(s) including but not limited to, risks resulting from aggressive or dangerous dog(s) unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the actions of my dog(s) and myself. I understand that no agents or employee of the City of Inver Grove Heights will supervise the Off-Leash Dog Area at any time. I further understand and agree that the City of Inver Grove Heights is not liable for any loss, damage, or injury of any kind sustained by any human or dog while using the Off Leash Dog Area. I therefore expressly assume all risks associated with using the Off Leash Dog Area as well as any fixtures or equipment located therein.

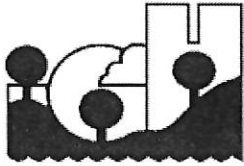
By signing this release of liability and using the Off-Leash Dog Area, I hereby fully and forever release and discharge the City of Inver Grove Heights, their employees and agents from any and all claims, demands, damages, or causes of action present or future, whether the same be known and unknown, anticipated or unanticipated, resulting from or arising out of my intended use of said Off Leash Dog Area premises, facilities, or equipment.

Signature

Date

Attachment D

Example Dog Park Rules



City of Inver Grove Heights Off-Leash Dog Area Rules & Regulations

1. Use of the Off-Leash Dog Area is at the discretion of the handler. The Off-Leash Dog Area is not staffed. The City makes no guarantees nor assumes any liability for the physical condition of the grounds or the behavior or vaccination history of any dog. The handler/owner assumes liability for injury or damages caused by their dog.
2. A current, annual permit must be displayed by all dog owners while in the Off-Leash Dog Area; permits may not be transferred to other dogs. The City reserves the right to revoke or reject a permit or application at any time.
3. Dog owners are required to provide proof (License #) of City dog licensure.
4. Dogs must be properly vaccinated; handlers must provide proof of vaccination (vets certification or tag) with application.
5. No more than two dogs per handler are allowed in an area at one time. A handler must be at least 16 years of age.
6. Dogs that have been declared dangerous or potentially dangerous in any community or that have a known history of aggressive behavior are not allowed in the Off-Leash Dog Area. Any dog that exhibits aggressive behaviors must be removed immediately by the handler.
7. Dogs must be under visual contact and voice control of the handler at all times. A dog is considered under voice control if it will come when called. Dogs are never to be left unattended. Permission must be granted by each handler for dogs to play or interact with another dog.
8. Dogs must be leashed prior to entering and upon leaving the Off-Leash Dog Area. A dog may not be leashed within the Off-Leash Dog Area except for immediate removal. The handler must keep the leash on their person at all times.
9. The handler must clean up after their dog in all areas of the Off-Leash Dog Area including the tall grass areas and woodlands. All waste, including trash, is to be disposed of only in a designated waste container. Use a provided bag or a comparable bag for dog waste. Do not leave empty or full bags in the mesh of the fence.
10. Children under the age of 16 are not allowed in the Off-Leash Dog Area without a supervising adult.
11. Puppies under four months of age or female dogs in heat are not allowed in the Off-Leash Dog Area.
12. No food other than pocketed dog training treats is allowed in the Off-Leash Dog Area.
13. For the protection of the natural environment and the safety of other users and dogs, no smoking is allowed in the Off-Leash Dog Area. No alcohol of any type is allowed.
14. No bicycles, strollers, or wheeled or motorized vehicles, except wheel chairs or other assistive equipment used by people with disabilities are allowed. The surface may be uneven and steep.
15. All City park rules and ordinances apply to Off-Leash Dog Area users. Off-Leash Dog Area hours are from 6 a.m. to 10 p.m. or as otherwise posted.

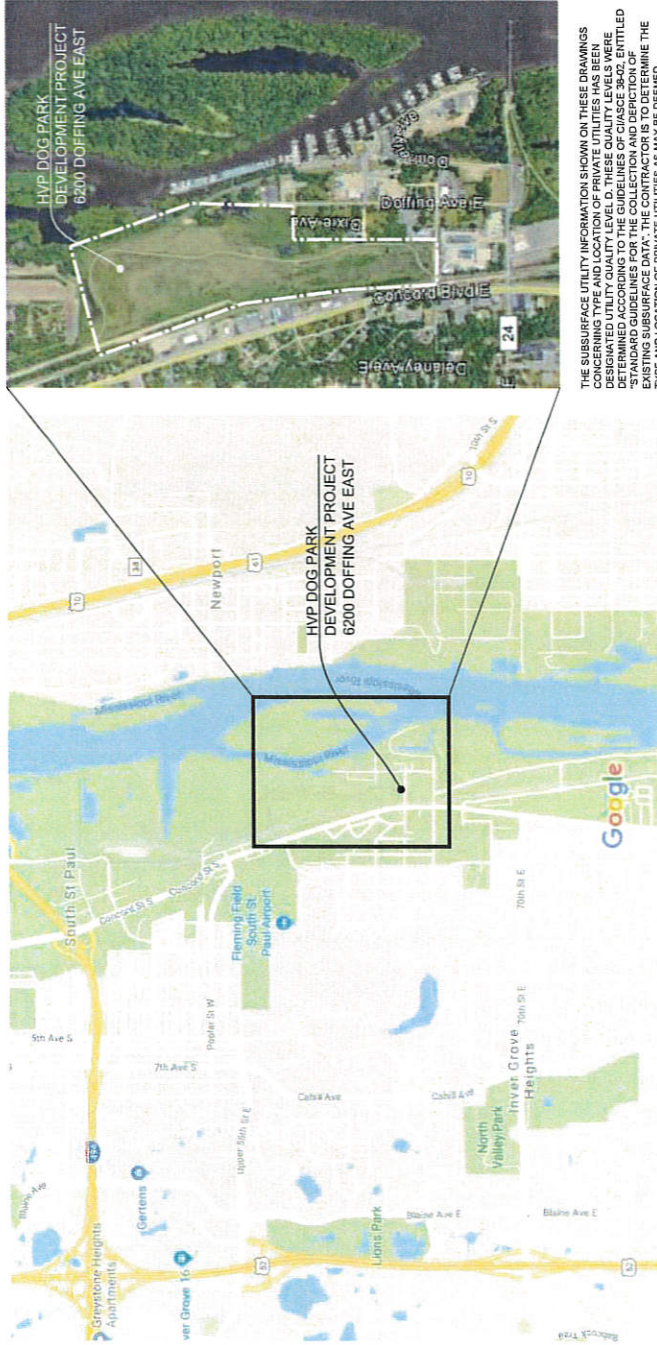
Attachment E

Plans & Specifications

HVP DOG PARK DEVELOPMENT PROJECT

Inver Grove Heights, Minnesota - Dakota County

City Improvement Project No. 1707
WSB & Associates, Inc. Project No. 011626-000
Issue Date. June 8, 2018



1 PROJECT LOCATION MAP
1:10 SCALE NOT TO SCALE

THIS PLAN SET HAS BEEN PREPARED FOR:
INVER GROVE HEIGHTS
8055 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2500

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CHASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE LOCATION OF PRIVATE UTILITIES". THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DETERMINED NECESSARY TO AVOID DAMAGE THERETO.



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
L1.0	TITLE SHEET
L1.1	GENERAL NOTES
L2.0	SWPPP
L2.1	SWPPP
L2.2	SWPPP
L3.0	OVERALL EXISTING CONDITIONS AND REMOVALS PLAN
L3.1	EXISTING CONDITIONS AND REMOVALS PLAN A
L3.2	EXISTING CONDITIONS AND REMOVALS PLAN B
L3.3	EXISTING CONDITIONS AND REMOVALS PLAN C
L3.4	EXISTING CONDITIONS AND REMOVALS PLAN D
L3.5	EXISTING CONDITIONS AND REMOVALS PLAN E
L4.0	OVERALL SITE PLAN
L4.1	SITE PLAN ENLARGEMENT AREA A
L4.2	SITE PLAN ENLARGEMENT AREA B
L4.3	SITE PLAN ENLARGEMENT AREA C
L4.4	SITE PLAN ENLARGEMENT AREA D
L4.5	SITE PLAN ENLARGEMENT AREA E
L4.6	ENLARGEMENT PLANS
L4.7	ENLARGEMENT PLANS
L5.0	OVERALL GRADING PLAN
L5.1	GRADING PLAN ENLARGEMENT A
L5.2	GRADING PLAN ENLARGEMENT B
L5.3	GRADING PLAN ENLARGEMENT C
L5.4	GRADING PLAN ENLARGEMENT D
L5.5	GRADING PLAN ENLARGEMENT E
L6.0	OVERALL LANDSCAPE PLAN
L6.1	LANDSCAPE PLAN ENLARGEMENT A
L6.2	LANDSCAPE PLAN ENLARGEMENT B
L6.3	LANDSCAPE PLAN ENLARGEMENT C
L7.0	DETAILS
L7.1	DETAILS
L7.2	DETAILS
L7.3	DETAILS
L7.4	DETAILS
L7.5	DETAILS
C1.0	UTILITY PLAN
C2.0	UTILITY DETAILS
C3.0	UTILITY DETAILS
E1.0	ELECTRICAL SITE PLAN

HVP DOG PARK
DEVELOPMENT PROJECT
CITY OF INVER GROVE HEIGHTS

TITLE SHEET

C.P. SHEET
1707 L1.0



SCALE: AS SHOWN
DESIGN BY: CA
CHECK BY: CA
PLAN BY: EK

REVISIONS	
NO.	DESCRIPTION

DATE: 6/8/2018
LIC. NO. 40648
CHASCE C. MARRING
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.



WSB PROJECT NO.:
011626-000

SCALE: AS SHOWN
DESIGN BY: CA
CHECK BY: CA
PLAN BY: EK

REVISIONS

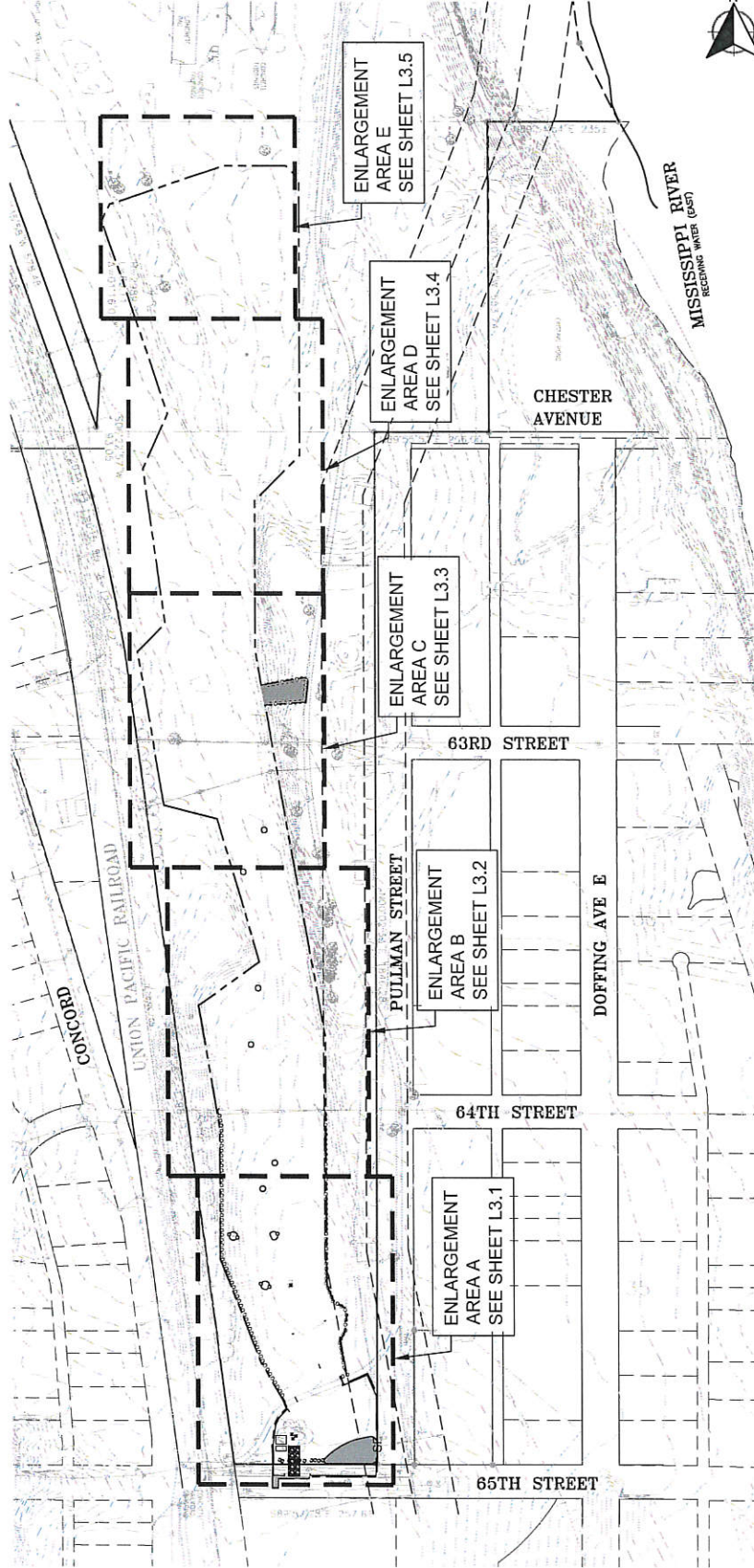
DATE: 05/02/2018
LIC. NO. 46548
CANDACE C. MAYER
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

HVP DOG PARK
DEVELOPMENT PROJECT
CITY OF INVER GROVE HEIGHTS

OVERALL EXISTING
CONDITIONS AND
REMOVALS PLAN

SHEET
C.P. 1707
L3.0

- LEGEND:
- CONSTRUCTION LIMITS
 - EXISTING CONTOUR
 - EXISTING SPOT GRADE
 - EXISTING DECIDUOUS TREE
 - EXISTING CONIFER TREE
 - BITUMINOUS REMOVAL
 - SILT FENCE
 - WOOD FIBER BIOLOG
 - ROCK CONSTRUCTION DRIVE
 - TREE REMOVAL
 - TREE PROTECTION FENCE
 - EXISTING FLOW DIRECTION



1 OVERALL EXISTING CONDITIONS AND REMOVALS PLAN
SCALE: 1" = 200'



WSB PROJECT NO.:
011026-000

SCALE: AS SHOWN
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CHECK BY: CA
PLAN BY: EK

REVISIONS

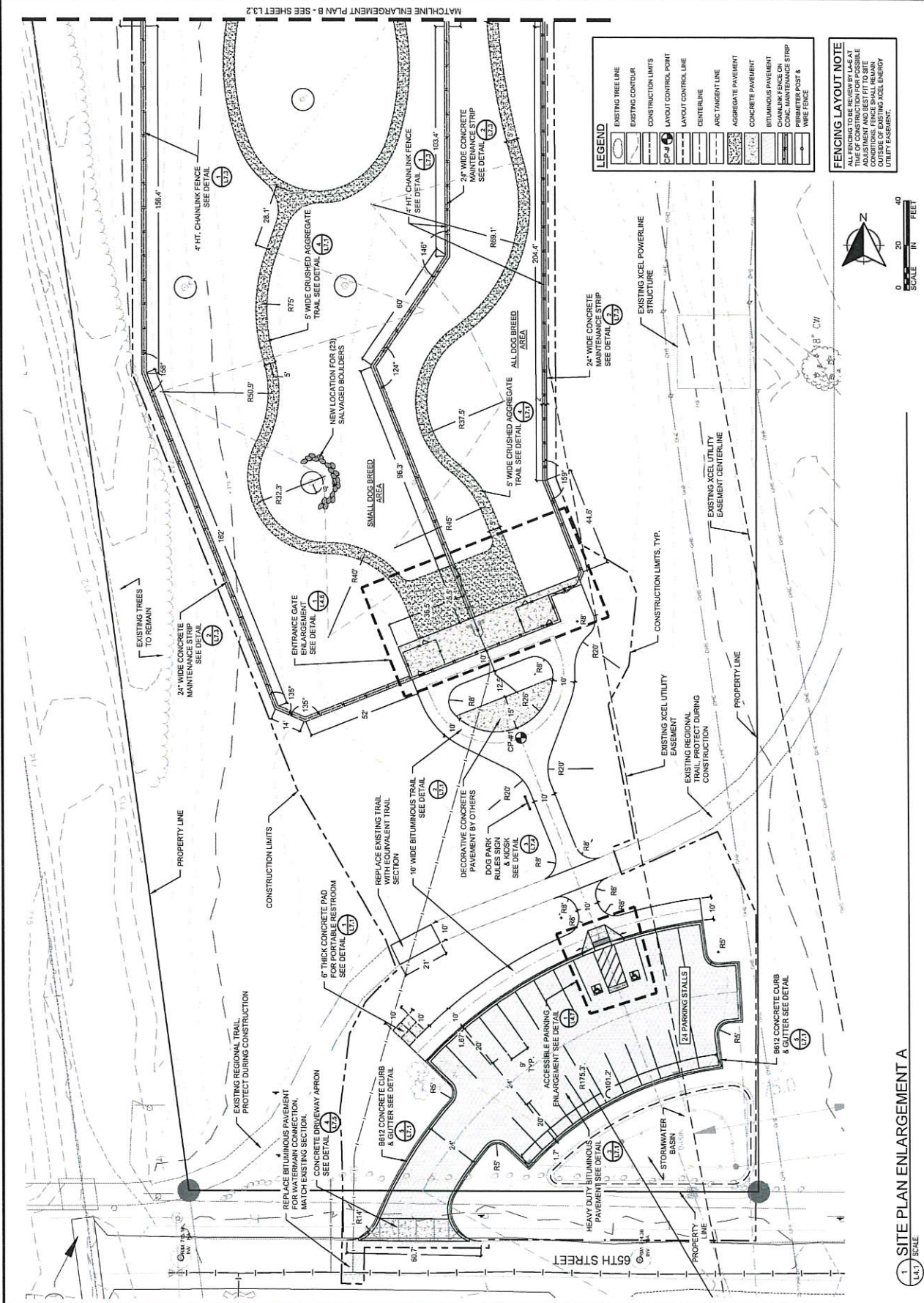
NO.	DATE	DESCRIPTION

DATE: 06/29/18 L.C. NO: 40648
CANDACE C. AYERSON
LAWYER
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.

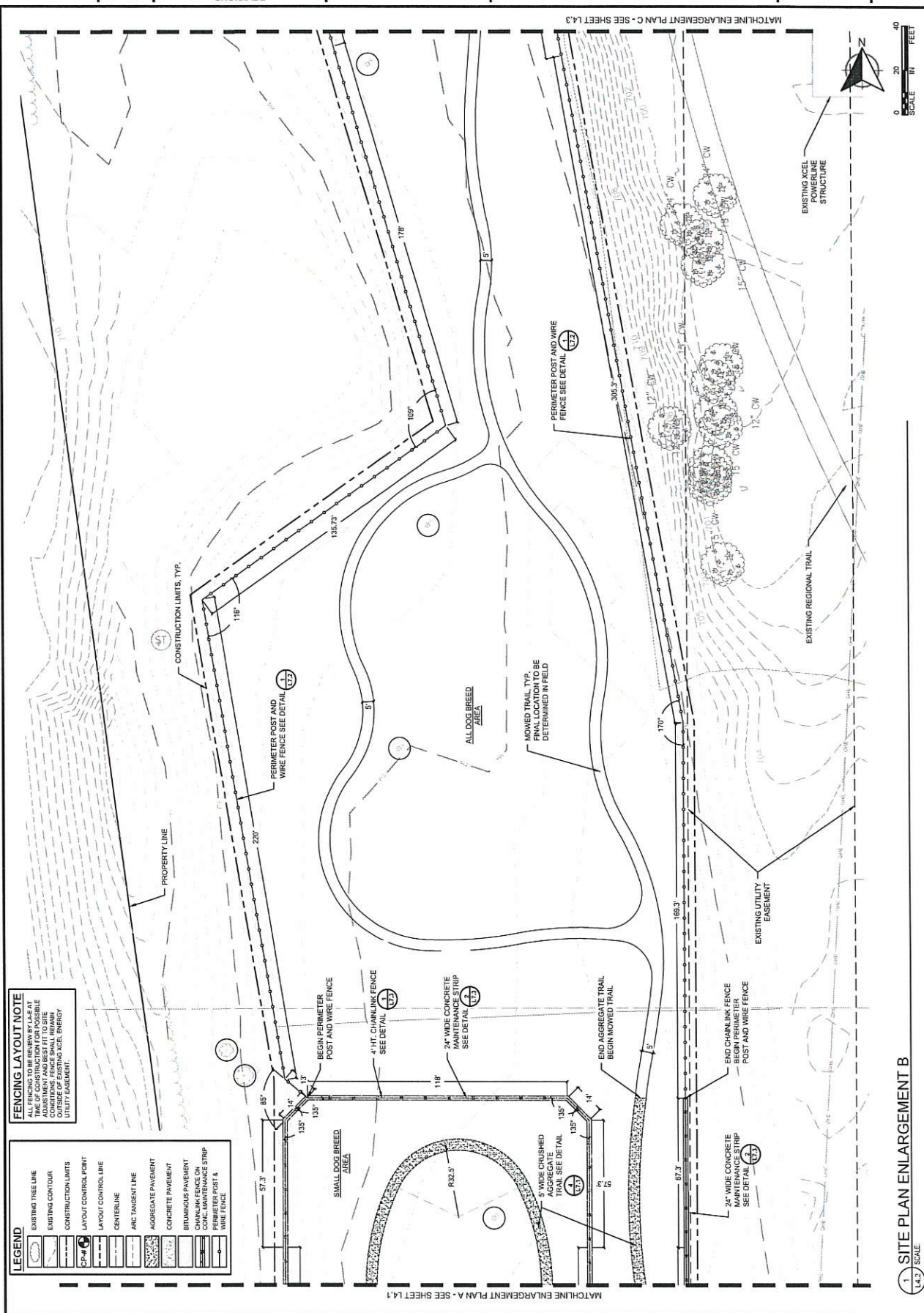
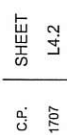
HVP DOG PARK
DEVELOPMENT PROJECT
CITY OF INVER GROVE HEIGHTS

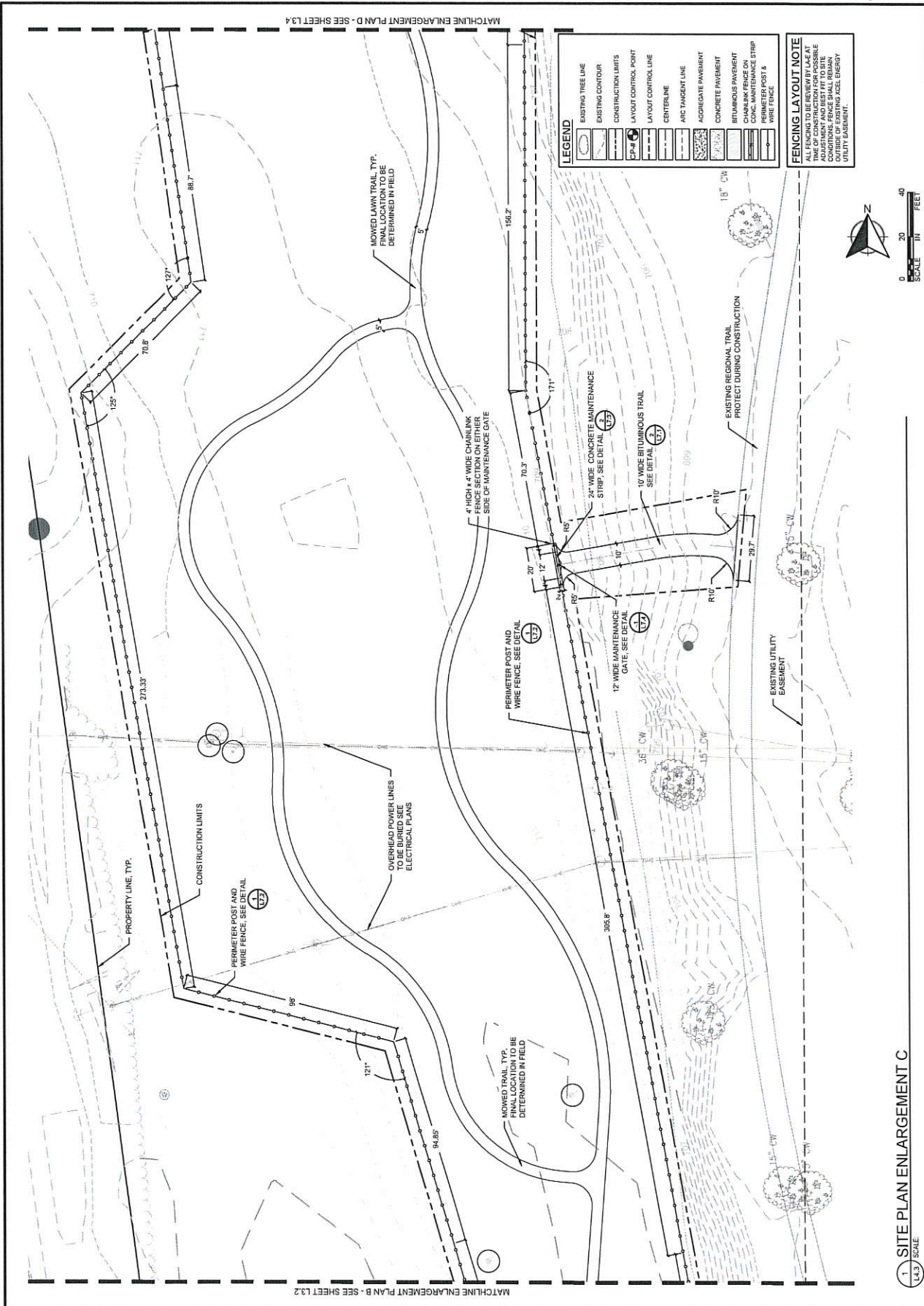
SITE PLAN
ENLARGEMENT
AREA A

C.P. 1707
SHEET L4.1



1 SITE PLAN ENLARGEMENT A
L4.1 SCALE







SCALE: DESIGN BY: AS SHOWN CA
PLAN BY: CHECK BY: EK CA

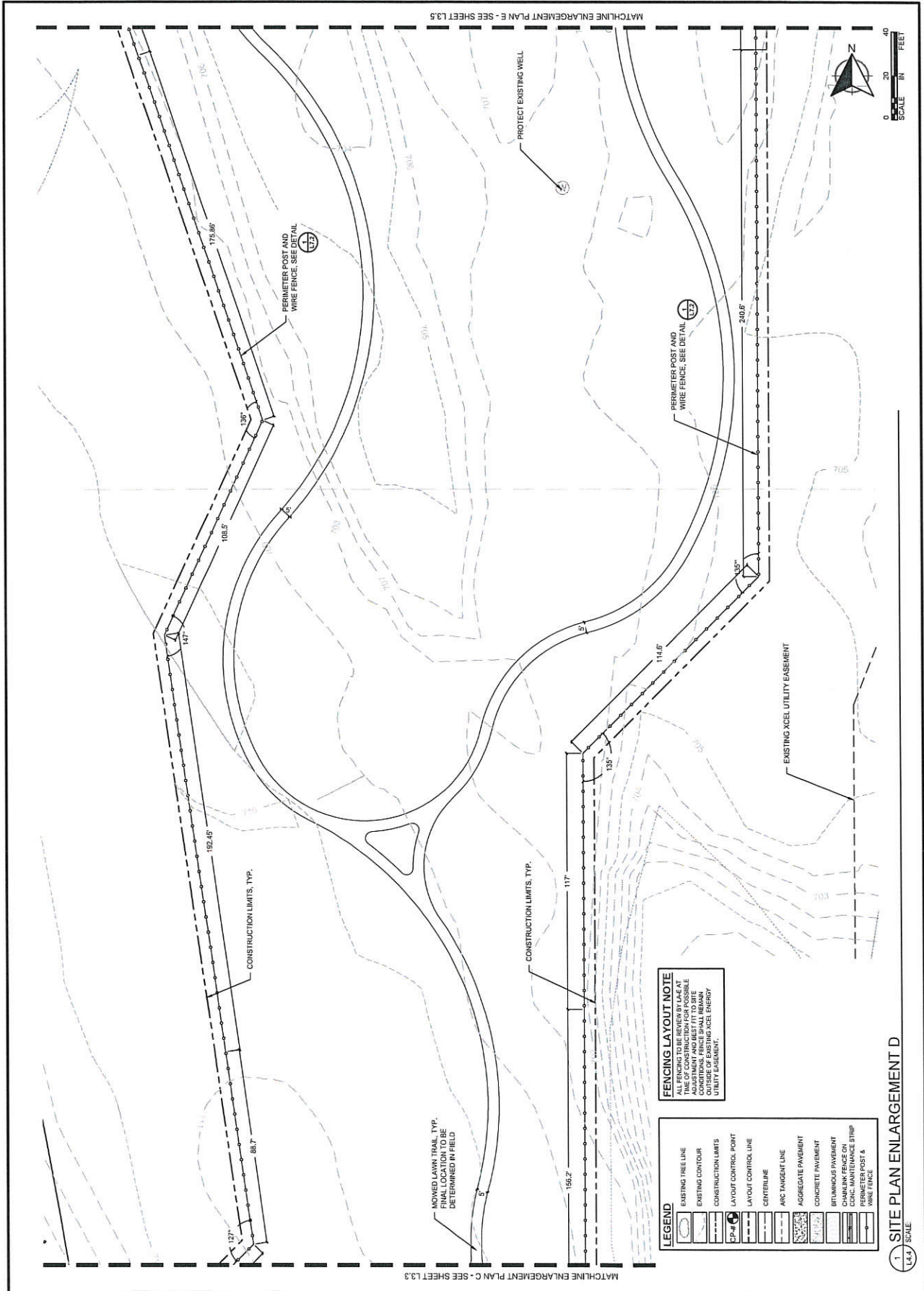
REVISIONS	
NO.	DATE DESCRIPTION

DATE: 6/26/2016 L.R. NO. 45546
CANDACE C. JANSERG
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION
ON BEHALF OF THE STATE OF MINNESOTA.
DIRECT SUPERVISOR AND THAT I AM A ONLY
LICENSED LANDSCAPE ARCHITECT UNDER THE
LAWS OF THE STATE OF MINNESOTA.

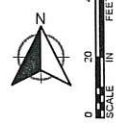
HVP DOG PARK
DEVELOPMENT PROJECT
CITY OF INVER GROVE HEIGHTS

SITE PLAN
ENLARGEMENT
AREA D

C.P. SHEET
1707 L4.4



1 SITE PLAN ENLARGEMENT D
L4.4 / SCALE



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County Eastern Transit Study

Meeting Date: June 25, 2018
Item Type: Consent 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 approval of the "Cost Sharing Joint Powers Agreement Between the City of Inver Grove Heights and Dakota County for Funding of Dakota County Eastern Transit Study", as attached.

BACKGROUND

Dakota County, in partnership with affected municipalities, will be conducting a transit study of in eastern Dakota County. The study will identify and evaluate possible transit service improvement in the affected cities, which includes Inver Grove Heights, Rosemount, Hastings, West St. Paul, and South St. Paul.

ANALYSIS

The attached memo from Joe Morneau of Dakota County provides more details of the study. The study will address planning and implementation efforts, study area characteristics, transit demands, and service and facility needs. The transit study will likely focus on express bus service. Consideration will also be given to a park and ride facility, especially in Inver Grove Heights.

The cost of the Eastern Transit Study is \$150,000. The City of Inver Grove Heights' share is \$10,000. Funding would come from the 2018 and proposed 2019 Planning budget.

CONCLUSION

Staff recommends approval of the "Cost Sharing Joint Powers Agreement Between the City of Inver Grove Heights and Dakota County for Funding of Dakota County Eastern Transit Study", as attached.

Enc: Memo from Joe Morneau, Dakota County
Cost Sharing Joint Powers Agreement

MEMORANDUM

TO: Tom Link, Director of Community Development, City of Inver Grove Heights

FROM: Joe Morneau, Senior Transit Specialist, Dakota County

DATE: June 18, 2018

SUBJECT: Dakota County Eastern Transit Study

Dakota County will undertake the Eastern Dakota County Transit Study in 2018. The Eastern Dakota County Transit Study will review transit service in the eastern portion of Dakota County (Figure 1) and adjacent areas as appropriate. The following provides an overview of the study and its approach:

Purpose and Need: The Eastern Transit Study will identify and evaluate possible transit service improvements within the study area, considering express, local, and non-standard services. The desire for improvements to transit service has been identified by policymakers, the public and staff through other transit service development efforts.

Organization: Oversight and management of the study will be the responsibility of a Technical Advisory Committee consisting of staff from Dakota County, Minnesota Valley Transit Authority, Metro Transit, and the cities of West St. Paul, South St. Paul, Inver Grove Heights, Rosemount and Hastings. This committee is responsible for guiding the evaluation process and commenting on study findings and recommendations. Involvement and feedback from policymakers is anticipated during the study to discuss the study process, goals and findings.

Major elements of the work plan will include a review and summary of related planning and implementation efforts, review of study area characteristics to understand current and future demand for transit service, demand estimation, service and facility recommendations, and a facility needs analysis.

Outcomes: This study will produce a final report describing service and facility improvements to expand the regional transit network that primarily address area transit needs. This report will address needs for implementing recommendations including all relevant financial and policy considerations.

Schedule: This study is included the Dakota County 2018-2022 Capital Improvement Program for 2018. The study will take about 7 months. The TAC has been established to review and comment on the request for proposals for consulting services and recommend a consultant to complete the study. Execution of a contract is expected in June, with work commencing in July.

Funding: Dakota County anticipates the study to cost approximately \$150,000, and seeks a 20% match with its municipal partners participating in the study.

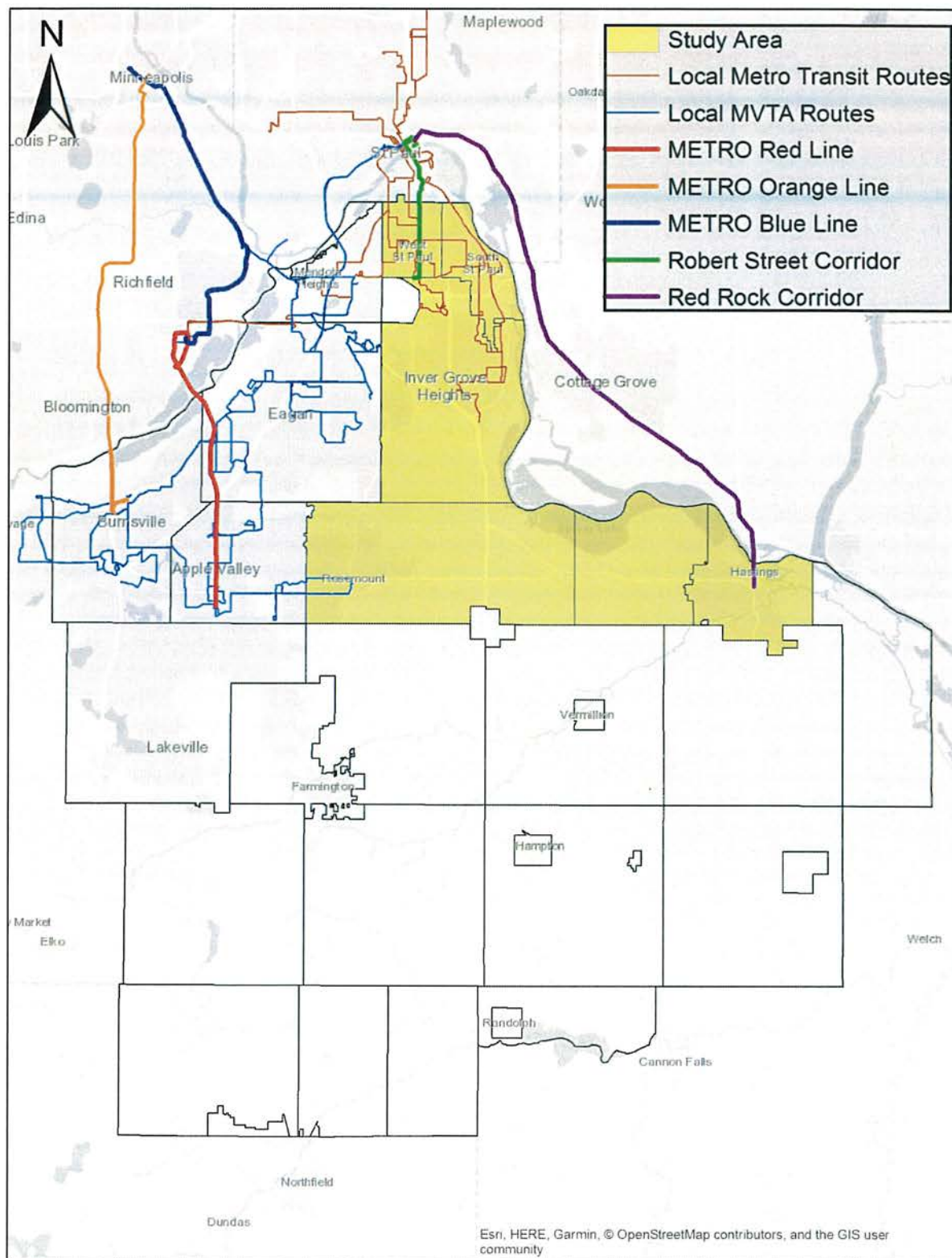


Figure 1: Study area map

**COST SHARING JOINT POWERS AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS
AND
DAKOTA COUNTY FOR FUNDING OF
DAKOTA COUNTY EASTERN TRANSIT STUDY**

This Cost Sharing Joint Powers Agreement ("Agreement") is made and entered into by and between Dakota County ("County") and the City of Inver Grove Heights ("City"), collectively referred to as the "Parties", pursuant to Minn. Stat. § 471.59 which authorizes local government units to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County intends to retain a consultant to prepare a study and report on transit options in the northern and eastern portions of the County that will assist the County and local communities in future transit services planning; and

WHEREAS, the City and County wish to collaborate on the completion of transit service study to facilitate transit planning in the City; and

WHEREAS, the County and City support retaining a consultant to prepare a transit study referred to as the Dakota County Eastern Transit Study (Study).

THEREFORE, the County and the City agree to the following terms for sharing the cost of a consultant for these purposes.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to provide for the joint exercise of powers common to the Parties to cooperate and jointly fund the Study. The Study will examine and recommendation options for future transit services and transit planning in the northern and eastern regions of the County.

**SECTION 2
TERM**

This Agreement shall be effective as of the date executed by all Parties and shall remain in effect until completion of the Parties' respective obligations under this Agreement, unless earlier terminated by law or according to the provisions of this Agreement.

**SECTION 3
COOPERATION**

The Parties agree to cooperate and use their reasonable efforts to ensure timely completion of the obligations of the Parties under this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and fair manner.

SECTION 4 OBLIGATIONS OF THE PARTIES

- 4.1. **Awarding Project.** The County will lead the project by issuing a Request for Proposals for a consultant to provide the services and will enter into an agreement with a qualified consulting firm.
- 4.2. **Project Funding.** The County will provide the majority of the funds for the consulting services, not to exceed \$150,000, and the City will provide \$10,000 of the funds for the consulting services.
- 4.3. **Authorized Purpose.** The funds the City provides to the County under this Agreement shall be used only for the transit study services.
- 4.4. **Payment of Unauthorized Claims.** All funds provided by the County and City under this Agreement shall only be used for the actual cost for the Study. The County and the City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County or the City from questioning or later disputing the propriety of a claim or payment. If payment of any amount is disputed by the County or the City, payment of undisputed amounts will be made as set forth herein. The party submitting the disputed amount shall provide additional documentation to support the disputed amount, if necessary. The County and the City reserve the right to offset any overpayment or disallowance of a claim by reducing future payments.
- 4.5. **Acknowledgement.** The City and County shall appropriately acknowledge the funding assistance provided by the City and County in any promotional materials, signage, reports, publications, notices, and presentations relating to project.

SECTION 5 LIABILITY

Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. To insure a unified defense against any third-party liability claims arising from work of the Project, the County agrees to require the contractor and any subcontractor retained to work on the Project to maintain commercial general liability insurance in the amounts consistent with minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of

the Project. All such insurance policies shall name the City and County as additional insureds.

SECTION 6 REPRESENTATIVES

- 6.1. **Representatives.** The following named persons are designated as the Representatives of the parties for purposes of this Agreement. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement.

County Representative

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

In the event of notification of the termination of this Agreement by the City, notice shall also be provided to:

Office of the Dakota County Attorney
Civil Division
1560 Highway 55
Hastings, MN 55033

City Representative

City of Inver Grove Heights
Attn: Joe Lynch
8150 Barbara Avenue
Inver Grove Heights, MN 55077

In the event of notification of the termination of this Agreement by the County, notice shall also be provided to:

City of Inver Grove Heights
Attn: Joe Lynch
8150 Barbara Avenue
Inver Grove Heights, MN 55077

- 6.2. **Liaisons.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the City and County. The City and County shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison Joe Morneau
Telephone: (952) 891-7986
Email: joe.morneau@co.dakota.mn.us

City Liaison Allan Hunting
Telephone: (651) 450-2554
Email: ahunting@ci.inver-grove-heights.mn.us

SECTION 7 TERMINATION

- 7.1. **In General.** Either party may terminate this Agreement for cause by giving seven (7) days' notice of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement. Notice of termination shall be made by certified mail or personal delivery to the Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 7.2. **Termination for Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, either Party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, Federal government, or other funding source, or if it's funding cannot be continued at a level sufficient to allow payments of the amounts due under this Agreement. Notice of termination under this provision shall be accomplished as provided in Section 7.1. The Parties also agree to include a provision in the agreement with the contractor providing planning services that neither Party to this Agreement is obligated to pay for any services, labor, materials, equipment, or any benefits that are provided by the contractor after receipt of the written notice of termination of that agreement for lack of funding and that the Parties will not be assessed any penalty or damages if the agreement with the Contractor is terminated due to lack of funding.

SECTION 8 REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS

- 8.1. **Accounting and Records.** The County agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funds provided by the City in accordance with this Agreement. Such accounts and records shall be kept and maintained by the County for a minimum of six (6) years following expiration of this Agreement. City shall have the right to inspect and copy such records. The County agrees to make such records available to City for inspection and copying during normal business hours.

- 8.2. **Auditing.** The books, records, documents and accounting procedures and practices of the County that are relevant to this Agreement are subject to the examination by the State Auditor for a minimum of six (6) years following expiration of this Agreement.

SECTION 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid and binding when they have been reduced to writing, approved by their respective governing boards.

SECTION 10 MINNESOTA LAW TO GOVERN

The Agreement shall be governed by and construed in accordance with the substantive and procedural law of the State of Minnesota, without giving effect to principles of conflicts of law. All judicial proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

SECTION 11 MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

SECTION 12 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts that are void, invalid, or otherwise unenforceable substantially impairs the value or purpose of the entire Agreement with respect to either party.

SECTION 13 SURVIVORSHIP

The following provisions under this Agreement survive the termination of this Agreement: Section 4.4. (Acknowledgement), Section 5 (Liability), Section 8 (Reporting, Accounting and Auditing), Section 10 (Minnesota Law to Govern), and Section 12 (Severability).

**SECTION 14
CONTRA PROFERENTEM DISCLAIMER**

The parties agree that the *contra proferentem* principle of contract interpretation is not to be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation in this Agreement is not to be resolved strictly against the party that drafted the Agreement, but instead is to be resolved in accordance with the most reasonable construction. It is the intent of the parties that any dispute over the meaning or application of the Agreement shall be construed fairly and reasonably, and neither more strongly for nor against either party.

CITY OF INVER GROVE HEIGHTS

Date _____

By _____
_____, Mayor

Resolution No. _____

Attest _____

Date _____

By _____
_____, City Administrator

Approved by Dakota County
Board of Commissioners

DAKOTA COUNTY

Date: _____

By _____
Kathleen Gaylord, Chair
Dakota County Board of Commissioners

Resolution No. _____

Approved as to Form

By _____
Assistant County Attorney

Date of Signature _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections

Meeting Date: June 25, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections.

SUMMARY

The City of Inver Grove Heights has been delegated by Dakota County to issue, accept/reject and count absentee ballots for Inver Grove Heights' voters. To carry out the absentee balloting function the City must appoint an Absentee Ballot Board. The Board receives training in Absentee Ballot processing.

The proposed Resolution would appoint the Absentee Ballot Board members as Deputy City Clerks for the purpose of administering the election part of those duties include duplicating ballots of UOCAVA (military and overseas ballots).

In 2016, the Legislature changed the Election Administration by adding early voting to the Absentee Voting process allowing the voter seven (7) days before the Election the choice to complete an Absentee Ballot without an envelope and after completion the ballot is deposited into the ballot box. The overseeing Official performing this act must be designated the Municipal Clerk or a Deputy Clerk, (MN 203B.081 Subd 3 (e)).

The City Clerk needs to have alternative staff to help with the Absentee Ballot process. Over 30% of voters voted absentee/early voting in 2016.

It's the authority of the City Council that must designate those on the Absentee Ballot Board as Deputy City Clerks. Staff asks the Council to consider approval of the Resolution before the June 29, 2018 start date of Absentee Ballot acceptance.

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

RESOLUTION NO.

**RESOLUTION DESIGNATING DEPUTY CITY CLERKS TO
SERVE ON THE ABSENTEE BALLOT BOARD**

WHEREAS, Minn. Stat. 203B.05 allows counties to designate municipalities to administer absentee balloting; and

WHEREAS, Dakota County has designated the City of Inver Grove Heights to administer absentee ballots for Inver Grove Heights voters; and

WHEREAS, Minn. Stat. 203B.121 requires the City to establish an absentee ballot board, which is responsible for accepting and rejecting all returned absentee ballots; and

WHEREAS, Minn. Stat. 203B.121 allows Deputy City Clerks trained in the processing of absentee ballots to serve on the absentee ballot board; and

WHEREAS, Minn. Stat. 203B.23 requires counties to administer absentee ballots for military and overseas voters and many of these ballots must be duplicated pursuant to Minn. Stat. 206.86 before being counted.

NOW THEREFORE BE IT FURTHER RESOLVED, pursuant to the requirements in Minn. State. 203B.121, the following people are hereby designated its temporary Deputy City Clerks to act as election officers for the limited purposes of serving on the absentee ballot board and administering the 2018 Primary and General Elections: Sandy Scheuble, Beth VanEpps, Jenelle Ann Suchy, Michael Pliml, Cyndi Hanson, Mary Egging, Diane Ackert, Linda Marie Baker, Susan Berres, Gerald Biese, Dian Piekarski and Julianna Maanum. This designation expires when the final General Election results are certified.

Passed by the City Council of Inver Grove Heights this 25th day of June, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 25, 2018
 Item Type: Consent Agenda
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to approve the hire of Janice Gundlach to the position of Community Development Director.

SUMMARY

Council has been informed that Tom Link, current Community Development Director, will retire August 17th. To hire the replacement position, Council authorized the City Administrator and Human Resources Manager to advertise the position and to take applications and interview for this position.

We received 16 applications for the position. We formed two (2) interview groups consisting of Department Heads and Community Development staff. 5 candidates were interviewed and both groups scored all of the candidates. Both groups arrived at the same top two candidates. These candidates were then invited to interview with the City Administrator and Human Resources Director. One of the candidates decided to withdraw from the process and the candidate that was scored as the third highest by both groups was invited to interview.

After the interviews, the City Administrator and Human Resources Manager agreed on the top candidate. We made a contingent job offer based upon successful completion of a drug screen and medical physical. The candidate passed both.

At this time, I would recommend that the City hire Ms. Janice Gundlach as the next Community Development Director. Ms. Gundlach is currently the Assistant Director of Asset Management and Community Development with the City of New Brighton. She has been with the City for twelve (12) years. She has over twenty (20) years' experience in planning, zoning, economic development and community development.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 25, 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:

Full-Time Employment:

Gundlach, Janice, Director of Community Development

Lindgren, Jacob, Police Officer

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Lehman, Samuel, Recreation Instructor
 Solheid, Luke, Park Maintenance Helper
 Wolf, Connor, Park Maintenance Helper

Golf Course

Gingerich, Ryan, Outside Services
 Leonard, Serena, Outside Services

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

KIRK LINDBERG- Case No. 18-30C

Meeting Date: June 25, 2018

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Conditional Use Permit** to allow metal siding on a detached accessory building for the property located at 8799 Audubon Road.

- Requires a 4/5th's vote
- 60-day deadline: July 16, 2018 (first 60 days)

SUMMARY

The applicant is proposing to build an accessory structure and is requesting a conditional use permit to allow it to have metal siding. Metal siding is an allowed exterior building material on accessory buildings in the A and E-1 zoning districts by conditional use permit. The subject lot is 4 acres in size; it is heavily wooded, with a thirty-foot elevation change between the road and the location of the structure. There are no existing detached accessory structures on the property.

The applicant has stated the accessory building would be used to store his own personal items. The building would be in compliance with size, setbacks, impervious surface, and stormwater requirements.

The siding proposed complies with the required thickness of material and a minimum 20-year warranty as required by city code. The request for metal siding meets the CUP criteria relating to land use impacts such as setbacks and aesthetics, environmental impacts, public health and safety impacts and consistency with the Comprehensive Plan and Zoning Ordinance.

Planning Staff: Staff recommends **approval** of the request to allow metal siding on an accessory building with the conditions listed in the attached resolution.

Planning Commission: At the June 19, 2018 public hearing, the Planning Commission recommended **approval** of the conditional use permit for metal siding with the conditions listed (9-0).

Attachments: CUP Resolution
PC Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW METAL
SIDING ON AN ACCESSORY BUILDING**

Lindberg
Case No. 18-30C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 8799 Audubon Rd, Inver Grove Heights, MN and legally described as:

Lot 2, Block 1, Meadowood on Marcott 2nd Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, the request is to conditionally allow metal siding on an accessory building;

WHEREAS, the aforescribed property is zoned PUD, Planned Unit Development;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 19, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an accessory building with metal siding is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
3. The metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall be approved by the City Engineer.

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

Adopted by the City Council of Inver Grove Heights on the 25th 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: June 19, 2018
SUBJECT: **KIRK LINDBERG – CASE NO. 18-30C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow metal siding on an accessory building, for the property located at 8799 Audubon Road. 18 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property is four acres in size and zoned PUD. The applicant is proposing to build an accessory structure and is requesting a conditional use permit to allow it to have metal siding. Staff recommends approval of the request with the conditions listed in the report.

Opening of Public Hearing

Kirk Lindberg, 8799 Audubon Road, advised he was available to answer any questions.

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

Mr. Lindberg replied in the affirmative, stating he recently had vertical steel siding put on his house and he would like to install matching siding on the accessory building.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the request for a conditional use permit to allow metal siding on an accessory building, for the property located at 8799 Audubon Road, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on June 25, 2018.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: June 19, 2018 **CASE NO.:** 18-30C

APPLICANT AND PROPERTY OWNER: Kirk Lindberg

REQUEST: A conditional use permit to allow metal siding on an accessory building.

LOCATION: 8799 Audobon Road

COMP PLAN: RDR, Rural Density Residential

ZONING: E-1 PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant would like to construct a 1,600-square foot accessory building with metal siding on his property. The lot is 4 acres in size and zoned PUD. City code allows an accessory building up to 1,600 *gross* square feet on lots 2.5 – 5 acres in size. Metal siding is allowed on buildings in the A and E-1 zoning districts by conditional use permit (CUP).

The applicant's property is wooded with one wetland located on it. There is currently a single-family home on the property and no detached structures. The proposed accessory building would be 48'x33' in size and located at least 50 feet from the closest property line, complying with size and setback requirements for the property. The structure would also be in compliance with impervious surface standards. The applicant has stated the building would be for his own personal use.

SPECIFIC REQUEST

The following specific application is being requested:

A.) A Conditional Use Permit to allow metal siding on an accessory building

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

North, West & South: Open space; zoned PUD, Planned Unit Development; guided RDR, Rural Density Residential

East: Single-family; zoned A, Agricultural; guided RDR, Rural Density Residential

EVALUATION OF REQUEST:

Conditional Use Permit Sheet metal, corrugated metal or shaped metal material siding on accessory buildings is a conditionally permitted use in the rural districts. Two sets of zoning code review criteria apply to sheet metal buildings. The first set is specific to metal sided accessory buildings. The second is a general set of criteria applicable to all conditional use permits.

Sheet Metal Siding CUP Criteria

Section 10-15-17 and 10-15-18 of the Zoning Regulations list criteria for accessory buildings.

1. *The sheet or corrugated steel or aluminum metal siding has a thickness of at least 29 gauge, and comes with a manufacturer's warranty of at least 20 years.*

The narrative the applicant has submitted states the proposed building would be 26-gauge steel and come with a warranty of 35 years.

2. *There shall be a minimum space of six (6) feet between the principal and accessory structure unless attached, and a minimum space of six (6) feet between all other accessory structures.*

This criterion has been met. The building would be about 35 feet from the principal structure.

3. *Any detached accessory structure that exceeds a gross floor area of 1,000 square feet must have a minimum setback from all property lines of 50 feet.*

This criterion has been met. The structure is located 50 feet or more from all property lines.

General CUP Criteria

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The Comprehensive Plan recognizes the rural lot neighborhoods of the City as both residential and agricultural in nature. Accessory buildings with steel siding are common in some rural settings, including Inver Grove Heights rural neighborhoods. The abutting properties are all rural lots. The proposed building meets all other zoning code requirements including setbacks, size, and impervious surface. Building code requirements would be addressed with the building permit.

Engineering

Engineering has reviewed the request and is working with the applicant on storm water and erosion control requirements. The proposed structure would not be located within any easements. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the conditional use permit request to allow metal siding to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
3. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
4. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall be approved by the City Engineer.

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

RECOMMENDATION

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

Attachments: Exhibit A - Location/Zoning Map
 Exhibit B - Narrative
 Exhibit C - Site Plan



8799 Audobon Rd. Case No. 18-30C

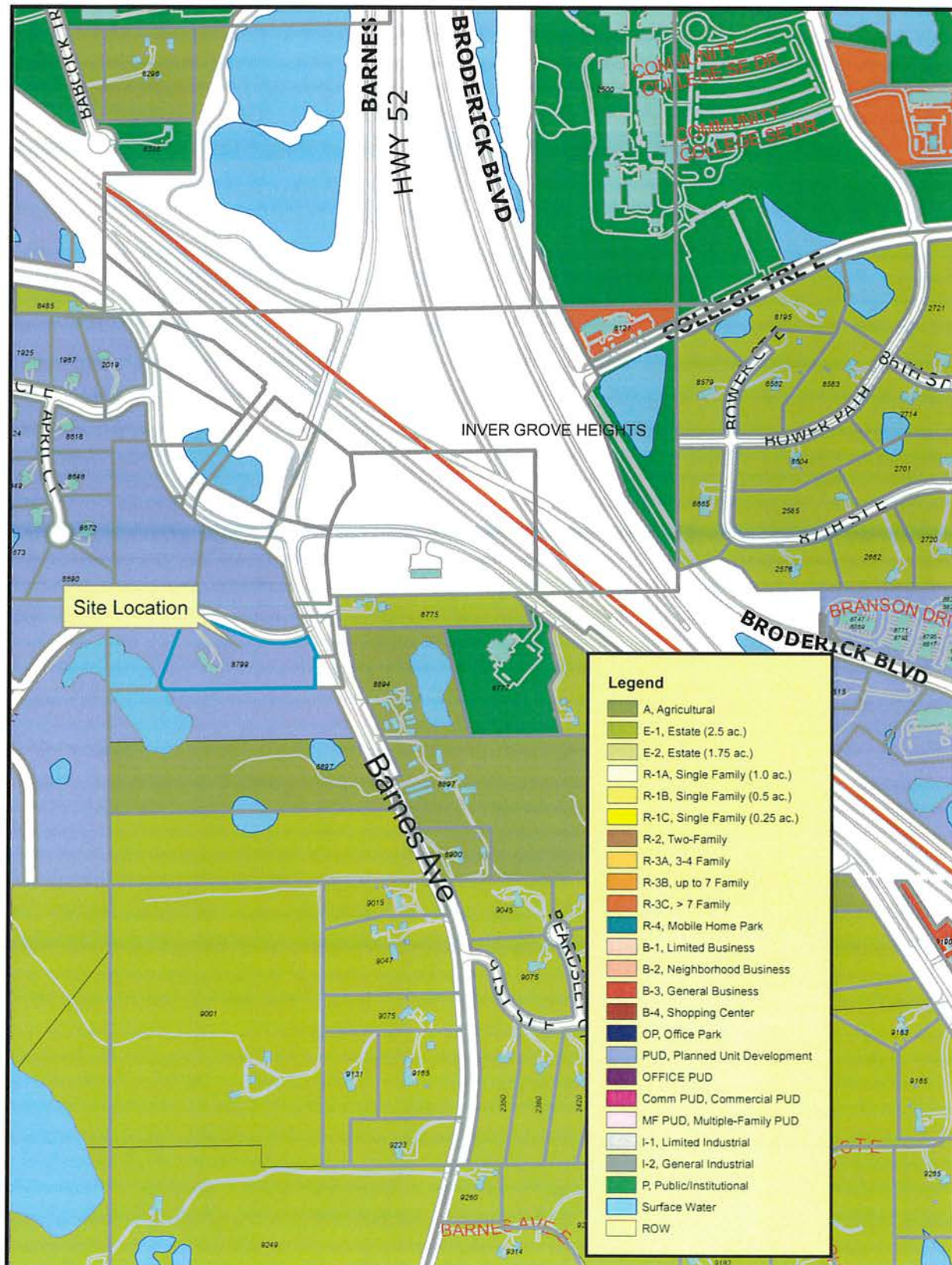


Exhibit A
Zoning and Location Map
Map not to scale

May 16, 2018

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

Subject: Conditional Use Permit Application – Steel siding on new building

Please find the attached Conditional Use Permit Application, application fee and the required Site Development Plan for construction of a new storage building on my property at 8799 Audubon Road (Lot 2 Block 1, Meadowood on Marcott, Second Addition). I have met with city engineers to ensure that the size, location and design of the proposed building meet city codes and requirements.

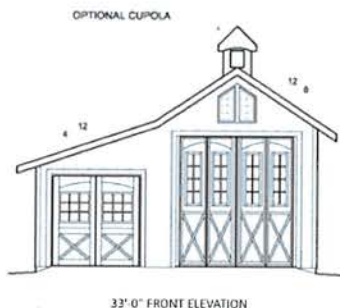
This past winter we had new steel siding installed on our residence to replace the 50+ year old vertical board and batten siding which had deteriorated over the years. The new steel siding has the same vertical board and batten look, and most people don't even notice we had new siding installed until we mention it. To the right is a close-up picture of the new siding on our house.



While she agrees with the need for the new storage building, my wife said, "I don't want a big ugly building next to the house." Toward that end, which is most important, I found a design (see below) that is appealing to both of us. To maximize that appeal, provide a maintenance free exterior (as the house

now has) and to maintain the aesthetics of the overall property, this Conditional Use Permit request for the new

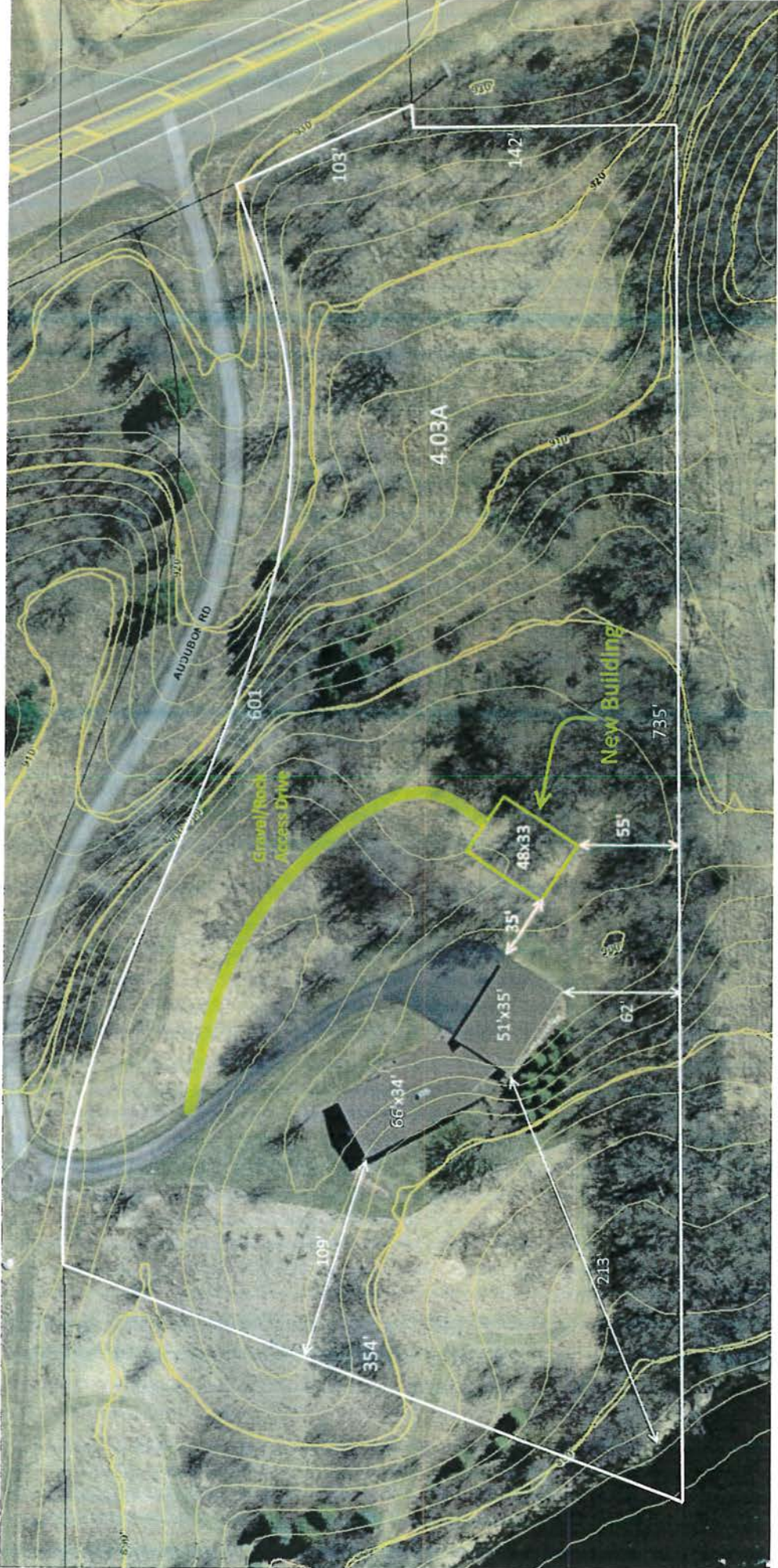
storage building is to match the new steel vertical board and batten siding on the house in both style and color. The 26-gauge steel and 35-year warranty of the proposed steel siding exceed city requirements. In addition, the low elevation relative to the street and being surrounded by trees the new building will be largely unnoticed by those driving by or living nearby.



I trust the information provided meets your needs and I look forward to your approval of this Conditional Use Permit application.

Regards,

Kirk Lindberg
Kirk Lindberg



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FUEL OIL SERVICE CO. (HOLIDAY GAS STATION) - Case No. 18-29S

Meeting Date: June 25, 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 Preliminary and Final Plat for the new 7,300 square foot gas and convenience store located at 7020 South Robert Trail.

- Requires a 3/5th's vote.
- 60-day deadline: June 15, 2018 (first 60 days)

SUMMARY

One of the conditions of approval for the conditional use permit was that the land is to be platted into two lots. All of the improvements for the gas station will be on one lot and the balance will be an outlot deeded to the City. The outlot contains the County's easement area for storm water retention for the round-a-bout project and regional ponding for the Northwest Area.

ANALYSIS

The plat meets all right-of-way and spacing requirements. Outlot A will be dedicated to the City because it will be used for storm ponding for the round-a-bout and regional ponding for the Northwest Area. There will also be a 20 foot wide trail easement dedicated for a future trail along Hwy 3.

RECOMMENDATION

Planning Division. Recommends approval of the Preliminary and Final Plat.

Planning Commission. The Planning Commission also recommends approval (9-0).

Attachments: Preliminary and Final Plat Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR THE PLAT
OF HOLIDAY STATION STORE INVER GROVE HEIGHTS**

**CASE NO. 18-29S
(Holiday Stationstores)**

WHEREAS, a Preliminary and Final Plat application has been submitted to the City for property 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, 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 June 19, 2018;

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 Preliminary and Final Plat are hereby approved subject to the following condition:

1. The final plat approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract.

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 25th day of June, 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: June 19, 2018

SUBJECT: **FUEL OIL SERV CO (HOLIDAY GAS STATION) – CASE NO. 18-29S**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat to create a one lot, one outlot subdivision for the property located at 7020 South Robert Trail. 12 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, presented the request as detailed in the report. He advised that the City Council recently approved a conditional use permit amendment to rebuild a 7,300-square foot building. One of the conditions of approval was that the two parcels be combined through platting. The plat consists of one lot and one outlot. Lot 1 contains the building, parking, gas island and stormwater pond. The outlot contains the storm basin for the roundabout and a regional basin for the Northwest Area improvements. A 20-foot wide trail easement will be dedicated with the plat and will be included in the development agreement. The plat has been reviewed by Dakota County and MNDOT. Staff recommends approval of the request with the three conditions listed.

Commissioner Simon noted that the site maps were not included in the packet.

Mr. Hunting advised he did not include the maps in the packet as the site plan was already approved with the conditional use permit.

Commissioner Simon asked about the construction schedule for this portion of South Robert Trail.

Mr. Hunting stated it was his understanding that they would begin work on the east side during this construction season and the balance would be done next year.

Commissioner Simon asked if that would change the schedule for Kath Fuel.

Mr. Hunting believed it would push back the construction of the new Holiday Gas Station building until the following year when the roadway was shut down for reconstruction of the 70th Street/South Robert Trail intersection.

Opening of Public Hearing

There was no public testimony.

Chair Maggi closed the public hearing.

Recommendation to City Council

June 19, 2018

Page 2

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Robertson, to approve the request for a preliminary and final plat to create a one lot, one outlot subdivision 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 25, 2018.

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

REPORT DATE: June 14, 2018

CASE NO: 18-29S

APPLICANT: Fuel Oil Service Co.

PROPERTY OWNER: Fuel Oil Service Co.

REQUEST: Preliminary and Final Plat

LOCATION: 7020 South Robert Trail

HEARING DATE: June 19, 2018

COMPREHENSIVE PLAN: Mixed Use

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant just recently received approval for a conditional use permit amendment to rebuild a new 7,300 square foot gas/convenience store. The owner owns two parcels and the storm water pond would be constructed on a different parcel than the building. It was determined that all the improvements for the project should be located on the same lot and therefore a condition of CUP approval was that the parcels must be combined through platting. The applicant has now applied for both preliminary and final plat to combine the parcels.

EVALUATION OF THE REQUEST

PRELIMINARY/FINAL PLAT

Lots & Blocks. The plat consists of one lot and one outlot. Lot 1 contains the building, parking, gas island and storm water pond. The outlot contains the storm basin for the round-a-bout project and a regional basin for Northwest Area improvements. The outlot will be deeded to the City. Lot 1 is 2.35 acres in size which complies with minimum lot size requirements.

Park Dedication/Trails. Park dedication had been satisfied with the original building permit.

The Northwest Area Trail plan calls for a trail along Hwy 3. A 20 foot wide trail easement was dedicated with the senior housing project in 2008. A continuation of the trail easement must be dedicated with this plat. This will be addressed in the development agreement.

Dakota County/MnDOT Review. The plat has been sent to both agencies for review. Dakota County has reviewed the plat and noted that there needs to be some easements shown on the plat that relate to the County acquisition of storm ponding easements and restricted access should be shown along 70th Street. Those comments will be addressed before the plat is recorded. No comments have been received from MnDOT.

The access points and all necessary right-of-way are shown on the plat that coordinate with the round-a-bout design.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
- o Approval of the **Preliminary and Final Plat** of Holiday Station Store Inver Grove Heights subdivision subject to the following conditions:
 1. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.
 2. A 20 foot trail easement shall be dedicated along the west boundary of the plat.
 3. A development contract will be required for the improvements on site and shall be approved as part of the final plat.
- B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

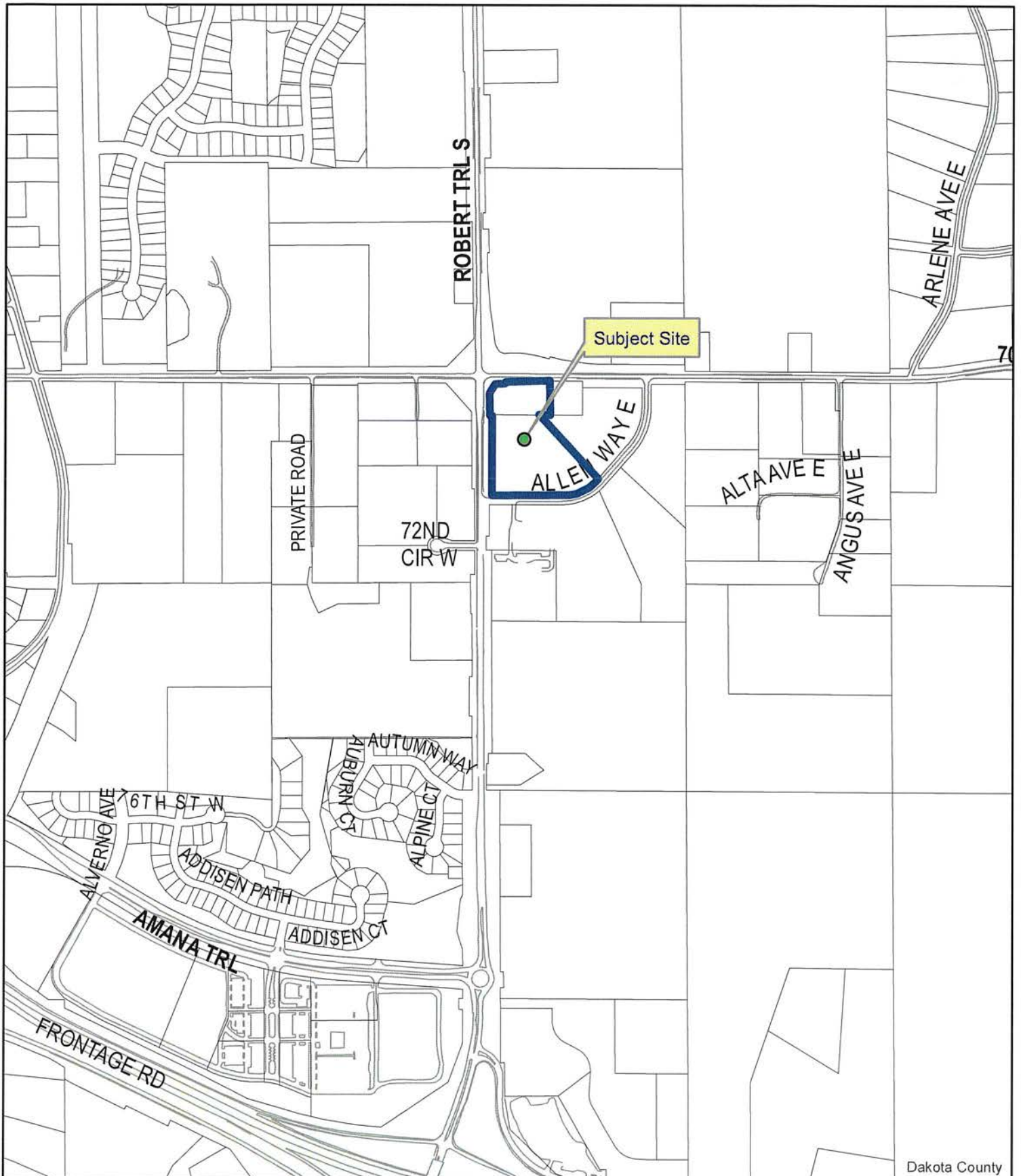
Staff recommends approval of the preliminary and final plat as presented.

Attachments: Site Location Map
Applicant Narrative
Preliminary Plat
Final Plat



Location Map

Case No. 18-29S





HOLIDAY STATIONSTORES, LLC.
4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

2018.05.21

Attn. Alan Hunting and Heather Botten
City Planning Department
651.450.2554p / 651.450.2569
651.259.8044f

RE: Written Narrative for Final Plat Application

Dear Sir,

This narrative accompanies the Final Plat application for the property legally described as follows:

- -- 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, Dekka Estates according to the plat on file and of record in the office of the county recorder, Dakota County, MN

Holiday Stationstores on the behalf of property owner Kath Fuel Oil Service Co, whose principals are Steve Dahl and Josh Kath, are requesting a Final Plat by recommendation of the city of Inver Grove Heights to coordinate with the previously submitted CUP amendment application. The purpose of the proposed replat is to merge the existing c-store property with adjacent land to the South designated for a proposed retention pond servicing the convenience store parcel after the proposed demolition and rebuilding.

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.

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/access locations and widths, grading, proposed agreements, and other details not mentioned in detail here.

Any requests for additional revisions or clarification may be sent to myself, Casey Beaton.
casey.beaton@holidaycompanies.com or 952.832.8694

Regards,

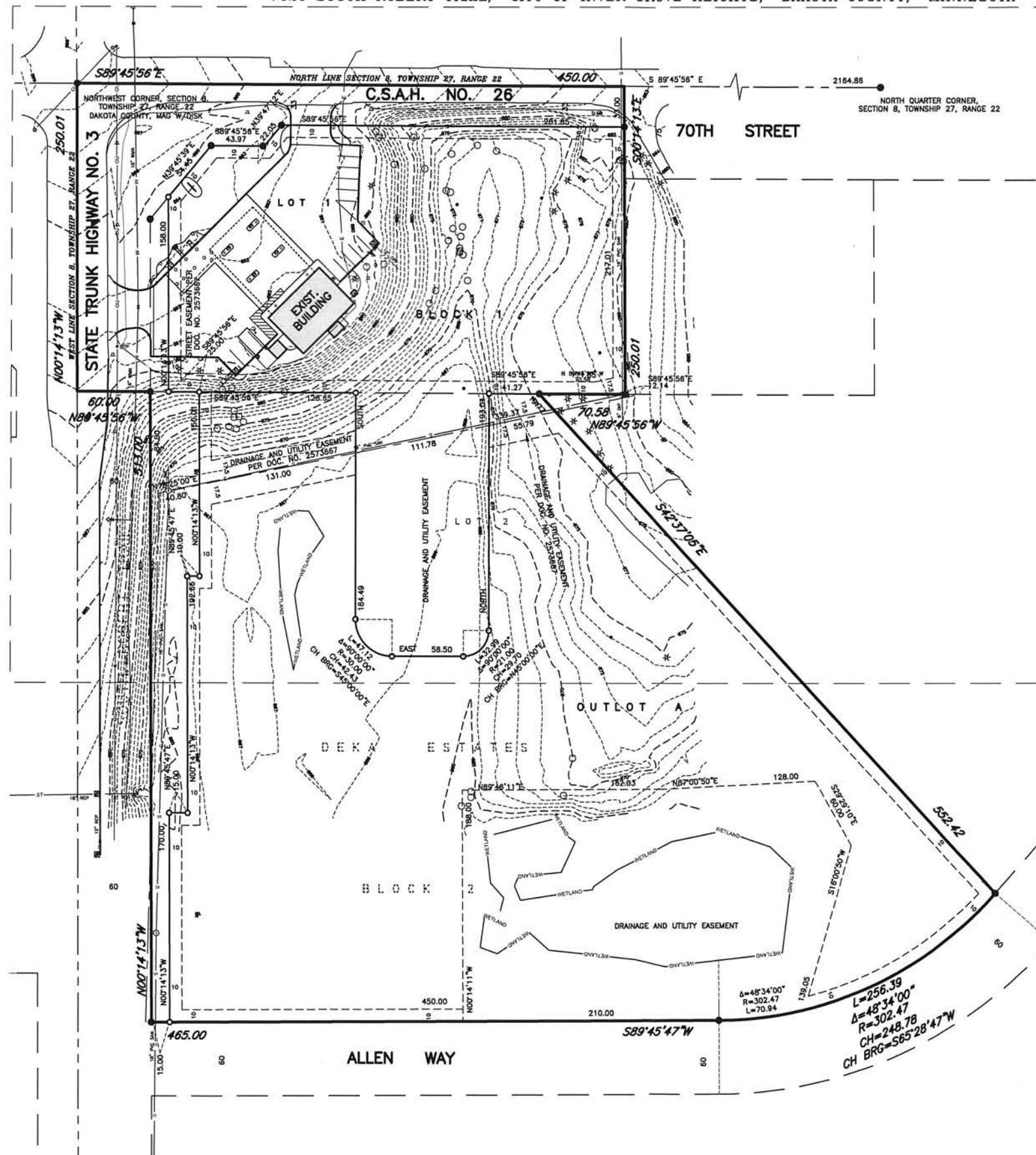
Casey A. Beaton
Manager – Store Planning and Assets
Holiday Stationstores, LLC.

LEGEND

- FIRE HYDRANT
- WATER VALVE
- MANHOLE
- CATCH BASIN
- POWERPOLE
- LIGHT POLE
- DUY
- TRANSFORMER
- ELECTRIC METER
- TV PEDESTAL
- TELEPHONE PEDESTAL
- AIR CONDITIONER
- HAND HOLE
- SEMAPHORE
- GAS METER
- IRON MONUMENT FOUND
- IRON PIPE MONUMENT SET
- EXISTING SPOT ELEVATION
- SOIL BORING
- SIGN
- DECIDUOUS TREE
- CONIFEROUS TREE
- DENOTES TREE AND BRUSH LIMITS
- DENOTES FLARED END SECTION
- DENOTES FRENCH DRAIN
- CURB STOP
- CLEAN OUT
- BUSH
- BARBECUE GRILL
- AUTO SPRINKLER
- BASKETBALL HOOP
- BENCH
- WATER SPOUT
- TRENCH DRAIN
- TRAFFIC CONTROL PANEL
- STORM DISIPATER
- SATELLITE DISH
- TELEPHONE
- ELECTRIC PEDESTAL
- FLAG POLE
- GROUND LITE
- MAILBOX
- ROOF DRAIN
- TRANSMISSION TOWER
- VENT PIPE
- WELL
- E — DENOTES ELEC. LINE
- K — DENOTES FENCE LINE
- FO — DENOTES FIBER OPTIC
- G — DENOTES GAS LINE
- S — DENOTES SANITARY SEWER
- ST — DENOTES STORM SEWER
- T — DENOTES TELEPHONE LINE
- TV — DENOTES TV LINE
- OU — DENOTES OVERHEAD UTILITY
- W — DENOTES WATERMAIN
- WETLAND — DENOTES WETLAND
- TREELINE — DENOTES TREELINE
- RAIL ROAD — DENOTES RAIL ROAD

PRELIMINARY PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS

7020 SOUTH ROBERT TRAIL, CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA



LEGAL DESCRIPTION:

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.

AREA:

THE GROSS PROPERTY CONTAINS 382,884 SQUARE FEET OR 8.79 ACRES

LOT 1 CONTAINS 102,351 SQUARE FEET OR 2.35 ACRES

OUTLOT "A" CONTAINS 232,873 SQUARE FEET OR 5.35 ACRES

RIGHT OF WAY CONTAINS 47,660 SQUARE FEET OR 1.09 ACRES

OWNER:

STEPHEN R. DAHL, PRESIDENT
KATH FUEL OIL SERVICE CO.
3096 RICE STREET
LITTLE CANADA, MN 55113
651-486-2634

SUBDIVIDER:

CASEY A. BEATON
MANAGER - STORE PLANNING AND ASSETS
HOLIDAY STATION STORES, LLC
CIRCLE-K NORTHERN TIER DIVISION
45678 AMERICAN BOULEVARD WEST
BLOOMINGTON, MN 55437
952-832-8694

SURVEYOR:

DENNIS M. HONSA, LS
HONSA SURVEYING
1592 PACIFIC AVENUE
EAGAN, MN 55122
651-492-6725

ENGINEER:

BRIAN H. MUNDSTOCK
SUNDE ENGINEERING
10830 NESSBIT AVENUE SOUTH
BLOOMINGTON, MN 55437
952-229-8681

CERTIFICATION:

I HEREBY CERTIFY THAT THIS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE ABOVE REAL PROPERTY AND THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNED THE 17TH DAY OF MAY, 2018.

Dennis M. Honsa
DENNIS M. HONSA
MINNESOTA LICENSE NO. 22440
FOR: HONSA SURVEYING

JOB NO: 127 071 S

HONSA SURVEYING

1592 PACIFIC AVENUE, EAGAN, MN (651) 492-6725

50 0 50 100 150
SCALE IN FEET

ALTERATIONS TO THIS DRAWING ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF HONSA SURVEYING COPY RIGHT 2018, HONSA SURVEYING

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM ASBUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.

HOLIDAY STATION STORE INVER GROVE HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS: THAT KATH FUEL OIL SERVICE CO. A MINNESOTA CORPORATION, OWNER OF THE FOLLOWING DESCRIBED PROPERTY: 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

LOT2, BLOCK 2, DEKA ESTATES ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS HOLIDAY STATION STORE INVER GROVE HEIGHTS AND DOES HEREBY AND DEDICATE TO THE PUBLIC FOR PUBLIC USE THE PUBLIC WAY AND THE DRAINAGE UTILITY EASEMENTS AS CREATED BY THIS PLAT

SIGNED; KATH FUEL OIL SERVICE CO. A MINNESOTA CORPORATION

IN WITNESS WHEREOF SAID STEPHEN R. DAHL, PRESIDENT, KATH FUEL OIL SERVICE CO., A MINNESOTA CORPORATION HAS HEREUNTO SET HIS HAND THIS ____ DAY OF ____, 2018.

BY STEPHEN R. DAHL, PRESIDENT, KATH FUEL OIL SERVICE CO.

STATE OF MINNESOTA
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY STEPHEN R. DAHL, PRESIDENT, KATH FUEL OIL SERVICE CO.

NOTARY NAME _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

I DENNIS M. HONSA 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 MINNESOTA STATUTES, SECTION 505.01, SUBD. 3, AS OF THE DATE OF THIS CERTIFICATE ARE SHOWN AND LABELED ON THIS PLAT; AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2018.

BY DENNIS M. HONSA, LICENSED LAND SURVEYOR
MINNESOTA LICENSE NO. 22440

STATE OF MINNESOTA
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY STEPHEN R. DAHL, PRESIDENT, KATH FUEL OIL SERVICE CO.

NOTARY NAME _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

INVER GROVE HEIGHTS PLANNING COMMISSION
BE IT KNOWN THAT AT A MEETING HELD ON THIS ____ DAY ____ OF 2018, THE PLANNING COMMISSION OF THE CITY OF INVER GROVE HEIGHTS,
MINNESOTA, DID HEREBY APPROVE THIS PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS.

BY _____ CHAIRMAN

BY _____ SECRETARY

BE IT KNOWN THAT AT A MEETING HELD ON THIS _____ DAY _____ OF 2018, THE PLANNING COMMISSION OF THE COUNTY OF DAKOTA, MINNESOTA, DID HEREBY APPROVE THIS PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS.

BY _____ CHAIRMAN

BY _____ SECRETARY

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, MINNESOTA

THIS PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AT A REGULAR MEETING THEREOF HELD THIS _____ DAY OF _____, 2018, AND SAID PLAT IS IN COMPLIANCE WITH THE PROVISIONS OF MINNESOTA STATUTES, SECTION 505.03, SUBD. 2.

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS,, MINNESOTA

BY: _____
MAYOR

BY: _____
CLERK

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 _____, 2018.

BY: TODD B. TOLEFSON
DAKOTA COUNTY SURVEYOR

DEPARTMENT OF PROPERTY TAXATION AND RECORDS

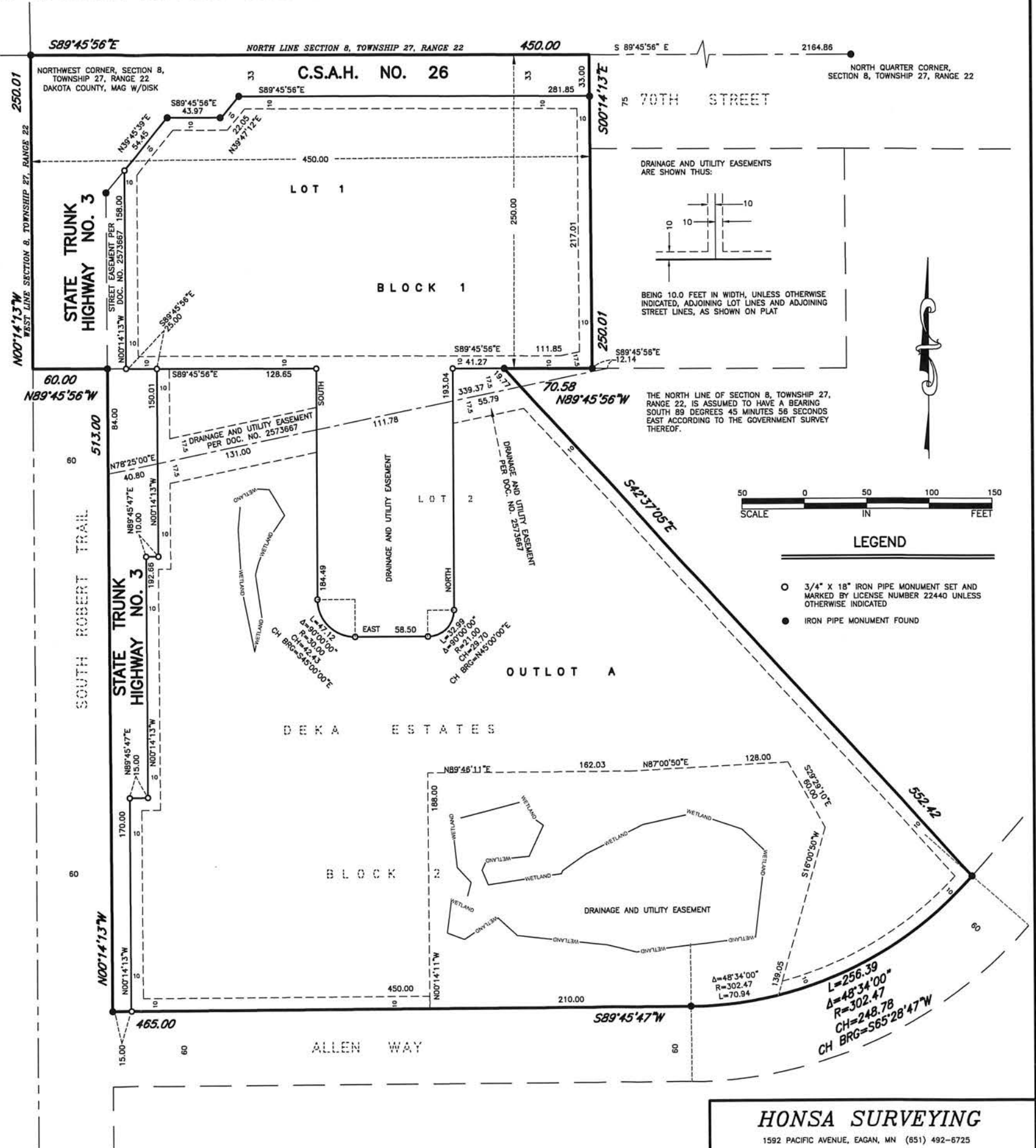
PURSUANT TO MINNESOTA STATUTES, SECTION 505.021, SUBD. 9, TAXES PAYABLE IN THE YEAR 2018 ON THE LAND HEREIN DESCRIBED HAVE BEEN PAID. ALSO, PURSUANT TO MINNESOTA STATUTES, SECTION 272.12, THERE ARE NO DELINQUENT TAXES AND TRANSFER ENTERED ON THIS _____ DAY OF _____ 2018.

COUNTY RECORDER

I, HEREBY CERTIFY THAT THIS PLAT OF HOLID STATION STORE INVER GROVE HEIGHTS WAS FILED IN THE OFFICE OF THE THE COUNTY RECORDER FOR PUBLIC RECORD ON THIS DAY OF 2018, AT O'CLOCK ____,M., AND WAS DULY FILED IN BOOK ____ OF PLATS, PAGE ____ AS DOCUMENT NUMBER ____.

BY: _____
COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA

BY: _____
DEPUTY



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INDEPENDENT SCHOOL DISTRICT - Case No. 18-29ZPA

Meeting Date: June 25, 2018
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following for property located next to Salem Hills Elementary School at 5869 Babcock Trail:

- b) A Resolution relating to a Comprehensive Plan Amendment to change the land use from LDR, Low Density Residential to P, Public/Institutional.
 - Requires a 4/5th's vote.
- b) An Ordinance Rezoning the property from R-1C, Single Family Residential District to P, Institutional District.
 - Requires a 3/5th's vote.
 - 60-day deadline: July 2, 2018 (first 60 days)

SUMMARY

The applicant is requesting to change the land use designation and rezone an approximate 0.5 acre parcel to provide additional room for bus maneuvering/queuing and parking area. The School District has already purchased the parcel and will consolidate this parcel and the school building parcel into one lot. Land use and zoning change is needed so proposed use is consistent.

ANALYSIS

The use of the property as part of a public school is a permitted use in the P district and would be consistent with intended uses in the comprehensive plan.

RECOMMENDATION

Planning Division. Recommends approval of the comprehensive plan amendment and rezoning.

Planning Commission. Also recommends approval of the comprehensive plan amendment and rezoning (8-0).

Attachments: Ordinance Amendment
 Resolution approving the Comp Plan Amendment
 Planning Commission Recommendation
 Planning Staff Report

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 5, 2018

SUBJECT: **ISD 199 – CASE NO. 18-26ZPA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning from R-1B to P, Institutional, and a comprehensive plan amendment to change the land use from LDR, Low Density Residential to P/I, Public/Institutional, for the property located at 5869 Babcock Trail. 21 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the school district purchased the home north of Salem Hills Elementary School. The plan is to remove the house, combine the two lots, and utilize the area for expanded parking. Staff recommends approval of the request.

Opening of Public Hearing

Dave Bernhardsen, School District 199 Superintendent, 2990 – 80th Street, stated the Salem Hills property is very narrow and there are traffic issues associated with the school area. Last year they posted 'No Parking' signs on a segment of Babcock Trail to help alleviate some of those traffic concerns. The intent is to remove the dwellings on the property and then utilize the property to help alleviate those traffic challenges.

Commissioner Niemioja asked if it was true that though many students lived close to the school, there was no sidewalk and they were unable to walk due to safety concerns.

Mr. Bernhardsen replied in the affirmative, stating the hazardous roadways prevented students from walking to school. Salem Hills also has an Athenium Gifted Magnet School; this exacerbates the traffic concerns as more parents than is typical transport their own children.

Erin Staples, 5851 Babcock Trail, advised she owns the house immediately north of the house that was sold to the school and was concerned that her house would now share a property line with the new parking lot area. She was concerned about how the lights, buses, snowplows, etc. would interfere with her family's home life. She hoped some type of a structure would be built to prevent some of that disturbance.

Chair Maggi advised Ms. Staples that the City regulated lighting and setbacks and she would have a chance to review and comment on specifics of the proposed parking lot when the plan came in for approval.

Mike Ketterling, 5847 Babcock Trail, had the same concerns as Ms. Staples, and stated although people do not technically park on Babcock, they sit in their cars for 10-15 minutes waiting to pick up their kids. This makes it difficult for neighbors to get in and out of their

June 5, 2018

Page 2

driveways and for buses to maneuver in and out.

Commissioner Niemioja stated that purchasing this additional property would provide additional parking.

Mr. Ketterling added that the 'No Parking' signs have helped but not solved this serious problem and he noted that through traffic is unable to get through because of the cars lined up along Babcock. Hopefully this will solve the problem, but as a neighbor he is concerned about the inconvenience of the plowing, noise, and lights now that this buffer property will be gone.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated she hopes that acquiring this property can alleviate some of the traffic concerns.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Wippermann, to approve the request for a rezoning from R-1B to P, Institutional, and a comprehensive plan amendment to change the land use from LDR, Low Density Residential to P/I, Public/Institutional, for the property located at 5869 Babcock Trail, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on June 25, 2018.

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

ORDINANCE NO. _____

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

**CASE NO. 18-26ZPA
(ISD #199)**

The City Council of Inver Grove Heights ordains as follows:

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

That part of the South ½ of the Southeast ¼ in Section 32, Township 28, Range 22, described as follows, to-wit:

Commencing at the center SAR #21, 715 feet North and 602.9 feet West of the Southeast corner North 72 degrees 27 minutes West 360.5 feet, North 14 degrees 30 minutes East 75 feet, South 78 degrees 05 minutes East 369.2 feet to center road South on center road 75 feet to beginning.

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

the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

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

Enacted and ordained into an Ordinance this 25th 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 COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF THE PARCEL FROM LDR, LOW DENSITY
RESIDENTIAL TO PUBLIC/INSTITUTIONAL**

**CASE NO. 18-29ZPA
(ISD #199)**

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

**That part of the South ½ of the Southeast ¼ in Section 32, Township 28, Range
22, described as follows, to-wit:**

**Commencing at the center SAR #21, 715 feet North and 602.9 feet West of the
Southeast corner North 72 degrees 27 minutes West 360.5 feet, North 14
degrees 30 minutes East 75 feet, South 78 degrees 05 minutes East 369.2 feet to
center road South on center road 75 feet to beginning.**

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 June 5, 2018, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

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

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

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

Adopted by the City Council of Inver Grove Heights on this 25th day of June, 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 31, 2018

CASE NO: 18-26ZPA

APPLICANT: ISD 199

REQUEST: Comprehensive Plan Amendment and Rezoning

HEARING DATE: June 5, 2018

LOCATION: 5869 Babcock Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1B, Single Family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Independent School District 199 purchased the home to the north of the Salem Hills Elementary School. The plan for the property is to utilize it for expanded parking and bus/drop off circulation. The parcel and the school building parcel will be consolidated into one lot. The future use of the property must be brought into conformance with the future land use plan and zoning.

REQUEST

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation of the parcel from LDR, Low Density Residential to Public/Institutional.
2. Rezoning from R-1B, Single Family Residential District to P, Institutional District.

EVALUATION OF THE REQUEST

COMPREHENSIVE PLAN AMENDMENT

The **Public/Institutional** category is defined in the comprehensive plan as:

“Public/Institutional uses in Inver Grove Heights include churches, buildings and land adjacent to schools, cemeteries, government facilities and other parcels that are owned by a public agency or institution. The public/institutional category does not include parks and recreation areas.

The most prominent public/institutional land uses in Inver Grove Heights include schools and local government facilities. Schools include facilities owned and run by the three public school districts that lie within the community and Inver Hills Community College. Local government facilities include the city hall, community center and public works complex and the fire station locations.”

Using the property for parking and circulation for the school would be consistent with the Institutional land use category.

REZONING

The purpose statement in the P, Institutional District is as follows:

“The purpose of the P (public) institutional district is to provide for areas that are appropriate of public and semipublic uses.”

“Public and private schools” are listed as permitted uses in the Institutional District. A parking area would be an accessory use to a school. The proposed use would be consistent with the intent of the Institutional District.

“Public and private schools” are a permitted use in the P, Institutional District. Parking lots are an accessory use. The use of the property would be consistent with the uses allowed in the P district.

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 property from LDR, Low Density Residential to Public/Institutional subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - Approval of the **Rezoning** from R-1B, Single Family Residential to P, Institutional.

- 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

Staff recommends approval of the request as presented.

ATTACHMENTS: Comp Plan Map
 Zoning Map
 Location Map
 Applicant Narrative

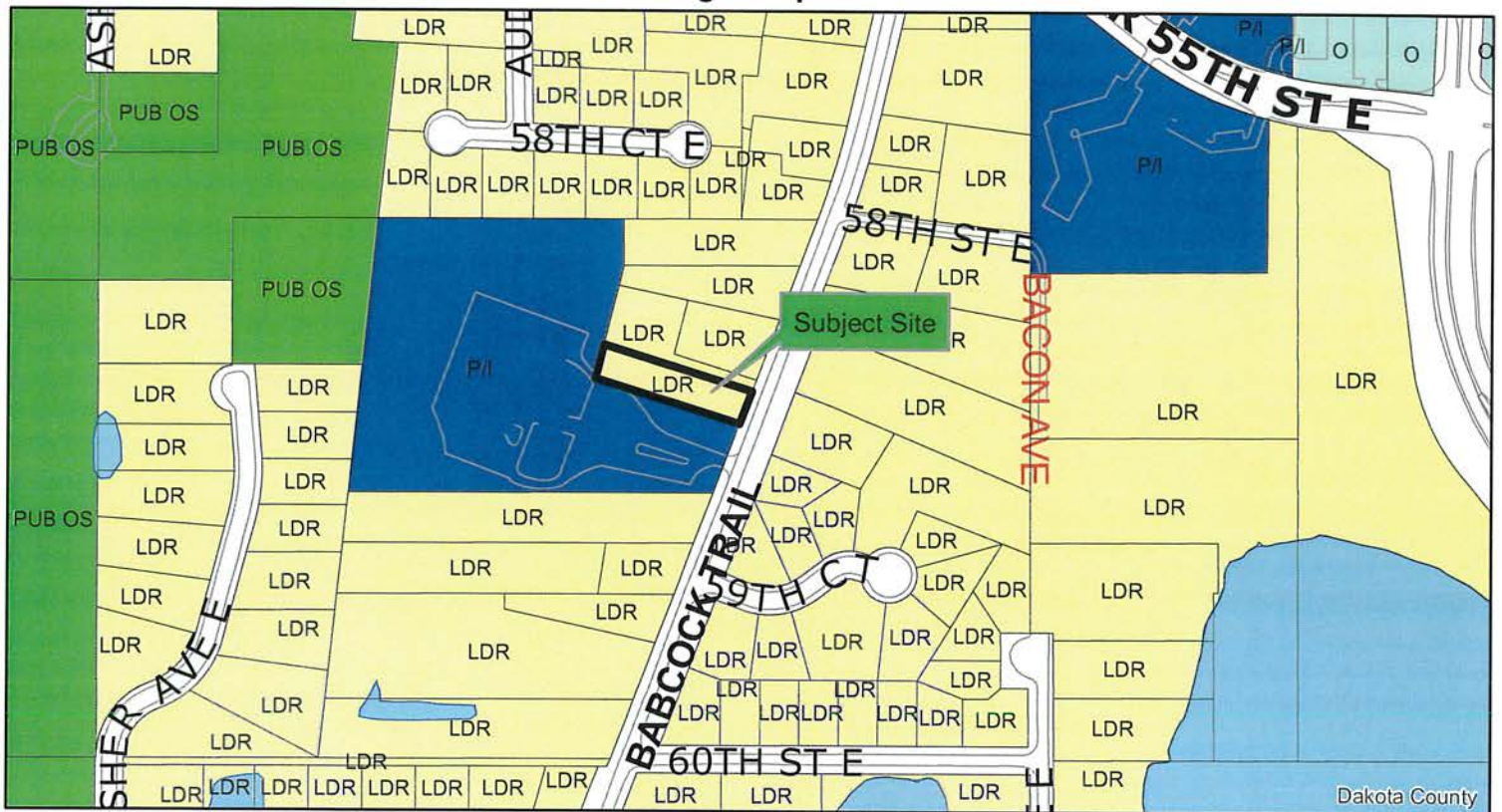


Comp Plan Map

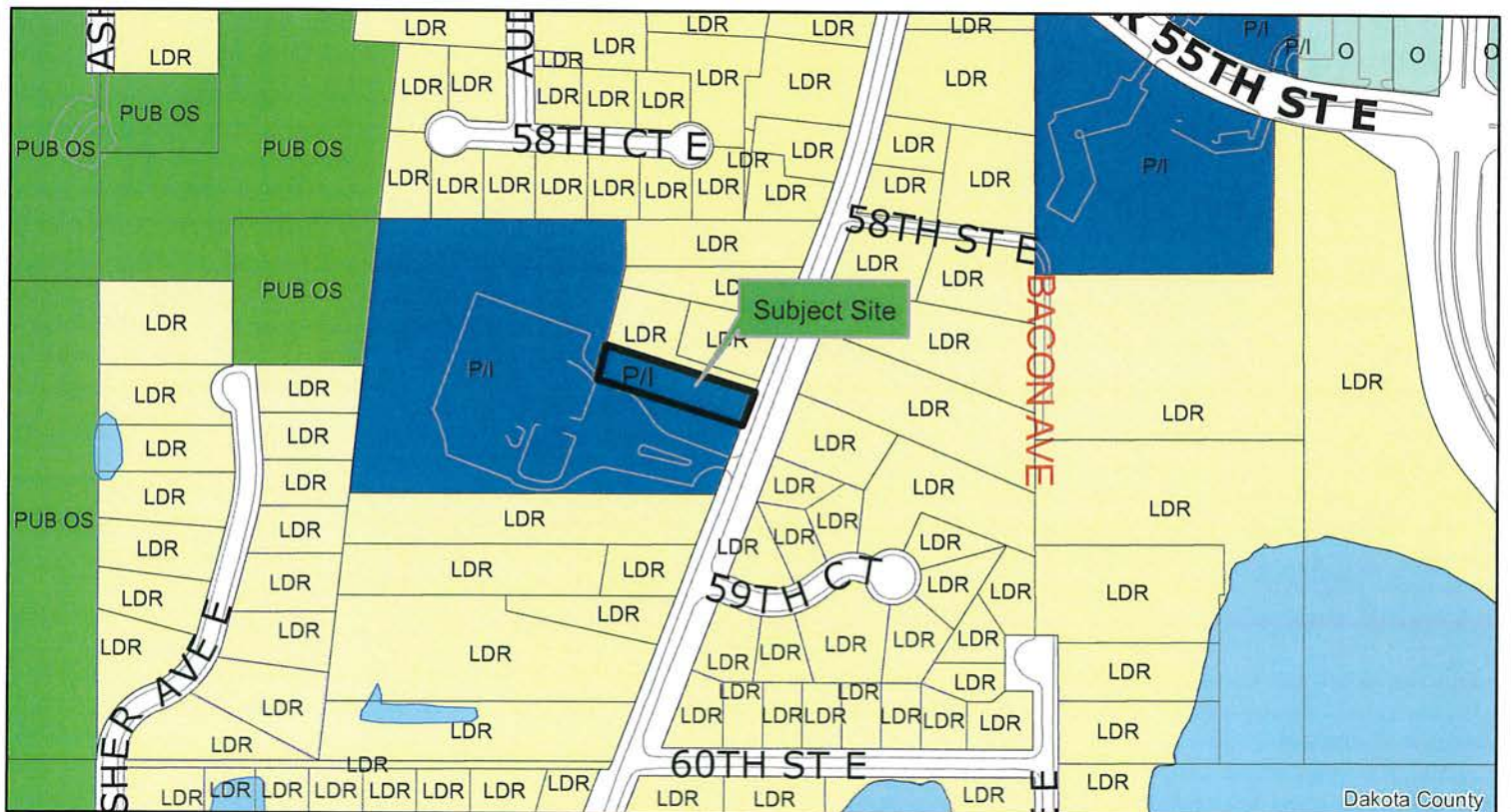
Case No. 18-26ZPA



Existing Comp Plan



Proposed Comp Plan



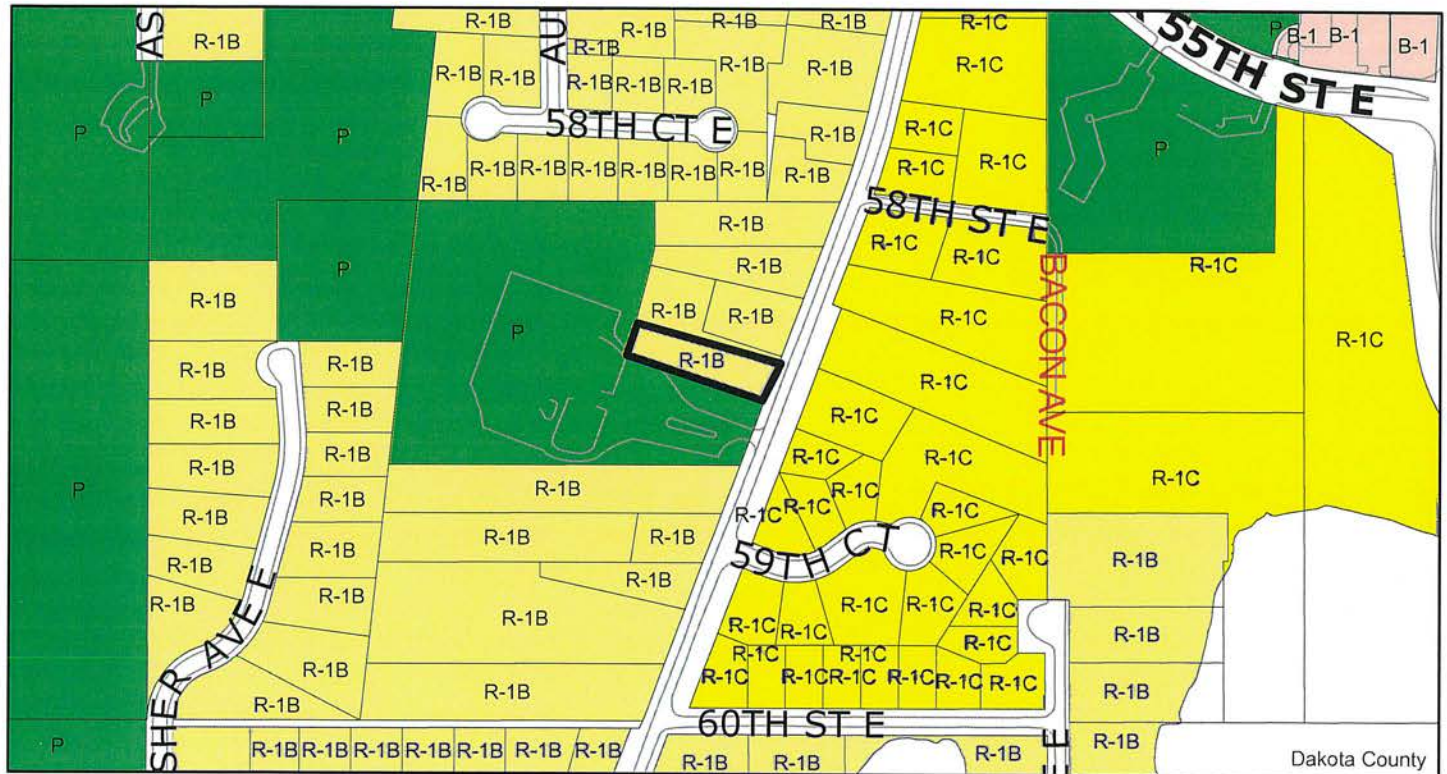


Zoning Map

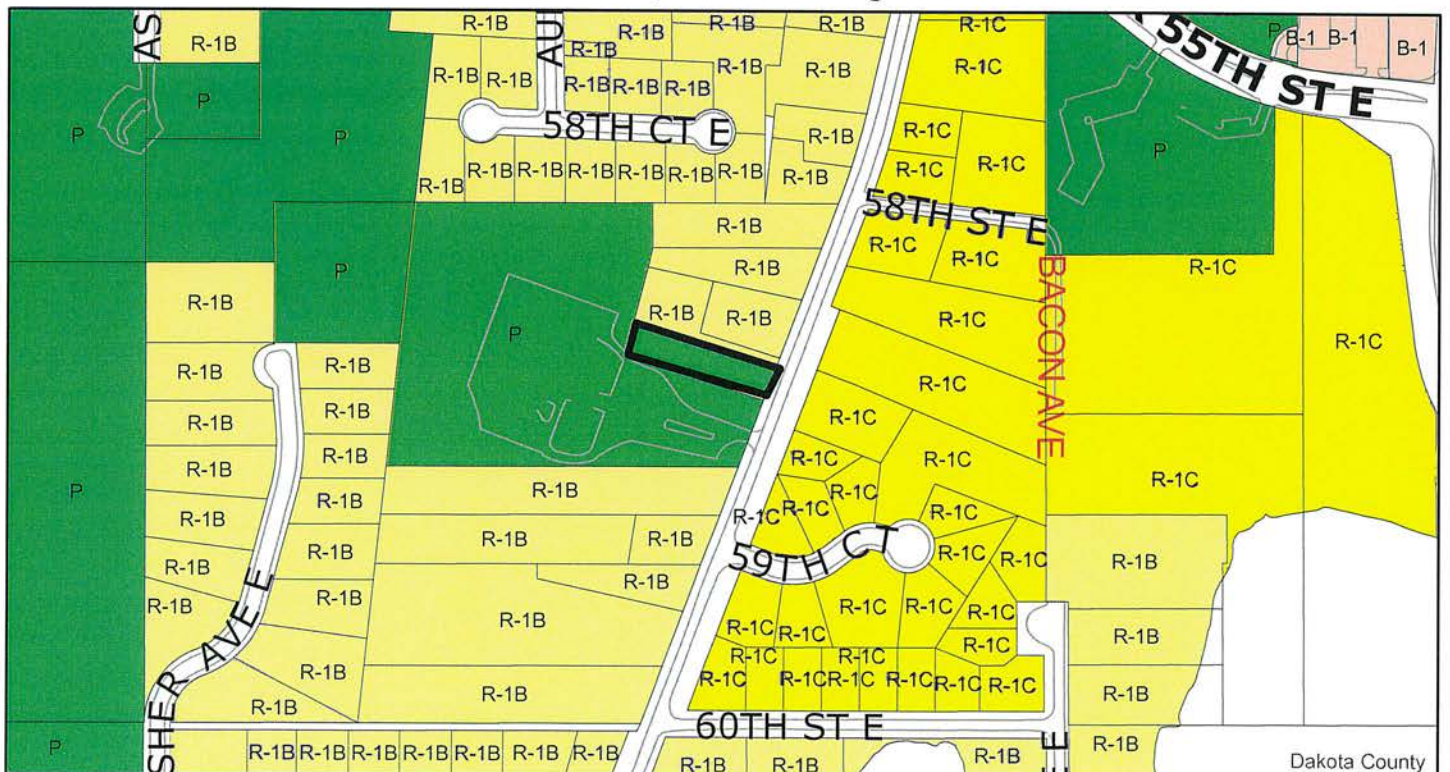
Case No. 18-26ZPA



Existing Zoning



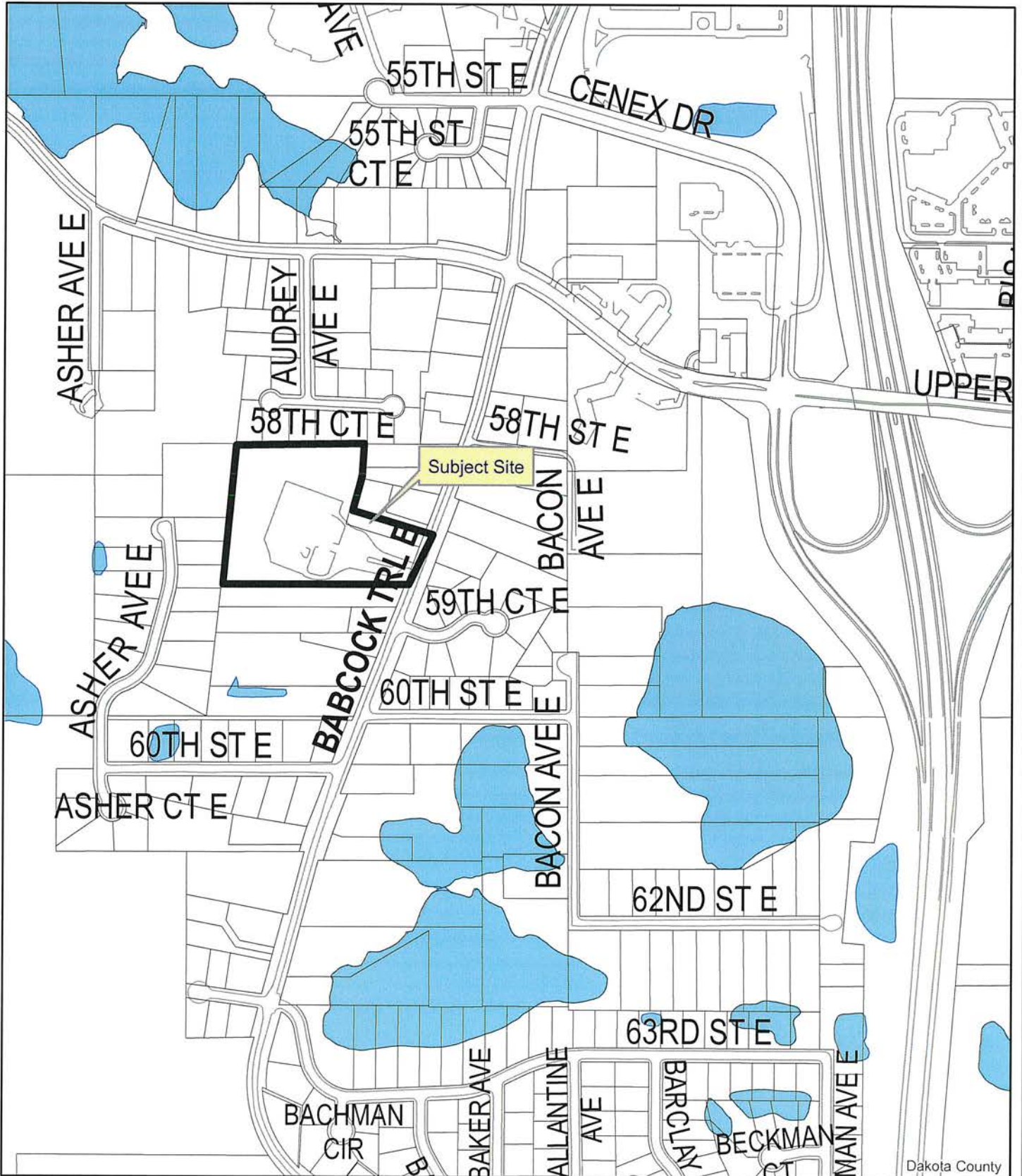
Proposed Zoning





Location Map

Case No. 18-26ZPA





Inver Grove Heights Schools

2990 80th Street East
Inver Grove Heights, MN 55076
PHONE: 651-306-7800
FAX: 651-306-7295
www.isd199.org

TO: City of Inver Grove Heights

FROM: Dave Bernhardson, Superintendent

DATE: April 22, 2018

SUBJECT: Rezoning of 5869 Babcock Trail, Inver Grove Heights

The Inver Grove Heights Schools (ISD 199) has purchased the property adjacent to Salem Hills Elementary School. The property address is 5869 Babcock Trail. The property currently includes a home, garage, and storage building. We are in the process of exploring options for removing the buildings from the site. It is the school districts intent to have the buildings removed from the site prior to the start of the 2018-19 school year.

ISD 199 is requesting to have the property rezoned from residential to Public/Institutional. Included is to have the two lots combined into one parcel. The intent is utilizing the acquired property to assist with traffic issues affiliated with the school area.

Please contact me with any questions you may have.

Regards,

A handwritten signature in black ink, appearing to read 'Dave Bernhardson', written over a white background.

Dave Bernhardson
Superintendent

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION**

Meeting Date: June 25, 2018
Item Type: Modification of City Code
Contact: Paul Schnell, Police Chief
Prepared by: Paul Schnell, Police Chief
Reviewed by: Paul Schnell, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Modification of City Code requiring that pawnbrokers and precious metals dealers report transactions to a police department authorized electronic records system.

SUMMARY

The City Code currently requires that pawnbrokers and precious metal dealers to report transactions on a daily basis the Automated Pawn System or APS. APS is proprietary system developed and owned by the Minneapolis Police Department. Pursuant to our agreement with the Minneapolis Police Department, the City of Inver Grove Heights pays the Minneapolis Police Department a per transaction fee for APS services. APS assists police department investigators monitor, track, and locate potentially stolen property that may be disposed of at a pawn shop. APS and similar systems also require that the identity of the person selling, pawning, or trading property be disclosed as part of the transaction record. These requirements aid the law enforcement investigatory process and creates a chilling effect on those who may consider pawnbrokers, resellers, and precious metal dealers for the distribution of stolen property. Over the past several years other private entities have started to provide electronic pawn reporting systems. Some of these entities provide the same or even enhanced services for flat rate annual cost, which can have the effect of reducing the costs to local pawnbrokers, precious metal dealers, or resellers, and increases revenues to the City for carrying out its regulatory functions as authorized in the ordinance.

The changes being proposed to the City Code are specific to one section Title 2/Chapter 2 - PAWNBROKERS AND PRECIOUS METAL DEALERS. Specifically, we seek to modify section 4-2-10 – Daily Reports to APS. The modification removes reference to use of the proprietary APS system owned and operated by the Minneapolis Police Department. As opposed to mentioning APS, the proposed change to the Code references the use of an electronic pawn records system, as selected by the police department.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-2-10
RELATING TO DAILY REPORTS TO POLICE DEPARTMENT USING AN
AUTHORIZED ELECTRONIC RECORDS SYSTEM BY PAWNBROKERS AND
PRECIOUS METAL DEALERS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Chapter 2
PAWNBROKERS AND PRECIOUS METAL DEALERS

4-2-1: PURPOSE:

4-2-2: DEFINITIONS:

4-2-3: LICENSE REQUIRED:

4-2-4: BACKGROUND INVESTIGATIONS:

4-2-5: LICENSE TERM AND RENEWAL OF LICENSE:

4-2-6: EXEMPTIONS:

4-2-7: PERSONS AND LOCATIONS INELIGIBLE FOR A LICENSE:

4-2-8: GENERAL LICENSE RESTRICTIONS AND CONDITIONS:

4-2-9: RECORDKEEPING:

4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS:

**4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS AN AUTHORIZED
ELECTRONIC PAWN RECORDS SYSTEM**

4-2-11: INSPECTION OF PREMISES AND ITEMS:

4-2-12: HOLDING PERIOD FOR PAWNBROKERS:

4-2-13: HOLDING PERIOD FOR PRECIOUS METAL DEALERS:

4-2-14: RELEASE OF PROPERTY:

4-2-15: PAWNING OF MOTOR VEHICLE TITLES:

4-2-16: POLICE ORDER TO HOLD PROPERTY:

4-2-17: CITY COUNCIL ACTION:

4-2-18: DENIAL, SUSPENSION, OR REVOCATION:

4-2-19: PROHIBITED ACTS:

4-2-20: VIOLATION; PENALTIES:

4-2-21: ADOPTION OF STATUTES BY REFERENCE:

4-2-1: PURPOSE:

The city council finds that consumer protection regulation is warranted in transactions involving pawnbrokers and precious metal dealers. The city council further finds that the pawnbroker and precious metal industries have outgrown the city's current ability to effectively or efficiently identify potential criminal activity related to pawnshops and precious metal dealers. The purpose

of this chapter is to prevent pawnbroker and precious metal businesses from being used as facilities for the disposition of illegally obtained property, to aid in the identification of individuals involved in criminal activities through the timely collection and sharing of transaction information, and to ensure that such businesses comply with basic consumer protection standards, thereby protecting the public health, safety, and general welfare of the citizens of the city.

To help the city better regulate current and future pawnbroker and precious metal businesses, and stabilize costs associated with the regulation of the pawnbroker and precious metal industries, and increase identification of criminal activities in the pawnbroker and precious metal industries through the timely collection and sharing of pawnbroker and precious metal transaction information, this chapter also implements and establishes the required use of the automated pawn system. (Ord. 1251, 2-13-2012)

4-2-2: DEFINITIONS:

For purposes of this chapter, the terms defined herein have the following meanings:

~~APS: The automated pawn system records management system operated by the Minneapolis police department.~~

ELECTRONIC PAWN RECORDS SYSTEM: Is a system selected by the police department to which reportable pawn transaction records are submitted.

BILLABLE TRANSACTION: A reportable transaction conducted by a pawnbroker or precious metal dealer except renewals, redemptions or extensions of existing pawns on items previously reported and continuously in the licensee's possession, voided transactions, and confiscations.

ITEM CONTAINING PRECIOUS METAL: An item made in whole or in part of metal and containing more than one percent (1%) by weight of silver, gold or platinum.

LICENSEE: The person to whom a license is issued under this chapter, including any employees or agents of the person.

PAWNBROKER: A person engaged in whole or in part in the business of lending money on the security of pledged goods left in pawn, or in the business of purchasing tangible personal property to be left in pawn on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time. Notwithstanding the foregoing, the following are exempt from this definition: any bank, savings and loan association, or credit union.

PAWNSHOP: The location at which or premises in which a pawnbroker regularly conducts business.

PERSON: An individual, partnership, corporation, limited liability company, joint venture, trust, association, or any other legal entity, however organized.

POLICE CHIEF: The Inver Grove Heights police chief.

POLICE DEPARTMENT: The Inver Grove Heights police department.

PRECIOUS METAL: Silver, gold, platinum, or sterling silver, whether as a separate item or in combination, or as a piece of jewelry or other crafted item, except items plated with precious metal or metals when the plating equals less than one percent (1%) of the item's total weight.

PRECIOUS METAL DEALER: A person engaging in the business of buying secondhand items containing precious metals, including, but not limited to, coins, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.

REPORTABLE TRANSACTION: Every transaction conducted by a pawnbroker or precious metal dealer in which items are received through a pawn, purchase, consignment or trade, or in which a pawn is renewed, extended or redeemed, except:

- A. The bulk purchase or consignment of new or used merchandise from a merchant, manufacturer or wholesaler having an established permanent place of business, and the retail sale of said merchandise, provided the licensee maintains a record describing the items in each transaction and marks each item in a manner that relates it to the particular transaction record; and
- B. Retail and wholesale sales of merchandise originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

SECONDHAND ITEM: Tangible personal property, excluding a motor vehicle, that has been previously used, rented, owned, or leased. (Ord. 1251, 2-13-2012)

4-2-3: LICENSE REQUIRED:

- A. General Rule: No person shall engage in the business of pawnbroker or precious metal dealer within the city unless the person is currently licensed under this chapter, and in the case of a precious metal dealer, a license must be obtained from both Dakota County and the city. The applicant must also comply with title 3 of this code.
- B. Application Requirements: Application for a license must be made to the city clerk upon forms provided by the city. After the city has received a completed application, including all required documentation, the appropriate fees, and a completed background investigation, the license will be submitted to the city council for consideration. Incomplete applications will be rejected by the city clerk and will not be submitted to the city council. At least ten (10) days before the city council considers the application, the city clerk shall mail notice to the applicant and to each property owner within three hundred fifty feet (350') of the property for which the license is sought.
 - 1. Natural Person: If the applicant is a natural person, the applicant must provide the following information:

- a. Name, place, and date of birth.
- b. Street resident addresses of where the applicant has lived during the past five (5) years and telephone numbers.
- c. Whether the applicant is a citizen of the United States or a resident alien.
- d. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used and information concerning dates and places used.
- e. The type, name, and location of every business or occupation in which the applicant has been engaged during the preceding five (5) years and the names and addresses of the applicant's employers and partners, if any, for the preceding five (5) years.
- f. Whether the applicant has ever been convicted of a felony, gross misdemeanor, misdemeanor, including violations of a municipal ordinance, but excluding minor traffic violations, directly related to the business for which a license is sought. If so, the applicant must furnish information as to the date, time, place of conviction, and nature of the offenses.
- g. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to subsections B1a through B1f of this section.

2. Partnership, Limited Liability Company: If the applicant is a partnership or limited liability company, the applicant must provide the following information:

- a. The names and addresses of all general and limited partners or members and all information concerning each general partner and chief manager pursuant to subsections B1a through B1f of this section.
- b. The names of the general partners, chief manager and the interest of each partner or member in the licensed business.
- c. A copy of the partnership agreement or articles of organization. If the partnership is required to file a certificate as to a trade name pursuant to Minnesota statutes, section 333.01, a certified copy of the certificate must be attached to the application.
- d. The applicant's federal tax identification number and Minnesota employer identification number.
- e. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to subsections B1a through B1f of this section.

3. Corporation: If the applicant is a corporation or other organization, the applicant must provide the following information:

- a. The name of the corporation or business and the state of incorporation.
- b. A copy of the articles of incorporation or association agreement, and bylaws. If the applicant is a foreign corporation, a certificate of authority as required by Minnesota statutes, section 303.06 must be attached.
- c. The applicant's federal tax identification number and Minnesota employer identification number.
- d. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor, or agent pursuant to subsections B1a through B1f of this section.
- e. A list of all persons who control or own an interest in excess of five percent (5%) in such organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to subsections B1a through B1f of this section. This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by itself.

4. Additional Information From All Applicants: All applicants must provide the following additional information:

- a. Whether the applicant holds a current license or has ever held a license from any governmental unit, including the city.
- b. Whether the applicant has ever had a license in any city or state denied, revoked, or suspended and the reason for the denial, revocation, or suspension.
- c. The name of the business, if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minnesota statutes, section 333.01.
- d. The street addresses and telephone numbers of the premises at which the business will be conducted.
- e. The exact legal description of the premises to be licensed, if applicable.
- f. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises.

g. If the applicant is applying for a personal business license, a copy of the independent contractor, employment agreement or executed statement from the business owner that the applicant is authorized to conduct business at the business premises.

h. Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid.

i. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership or limited liability company, a general partner or chief manager must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.

j. Where the approval of any city or state officer or the council is required prior to the issuance of a license, evidence of that approval.

k. Such other information as the city may require.

C. License Fee: The fees for such licenses shall be paid at the office of the city clerk before the granting of the license. The fee may be prorated for the portion remaining in the license term.

D. Bond: A pawnbroker or precious metal dealer license will not be issued unless the applicant files with the city clerk a bond with corporate surety, cash, or a United States government bond in the amount of five thousand dollars (\$5,000.00) for a pawnbroker license or five thousand dollars (\$5,000.00) for a precious metal dealer license. The bond must be conditioned on the licensee obeying the laws and ordinances governing the licensed business and paying all fees, taxes, penalties and other charges associated with the business. The bond must provide that it is forfeited to the city upon violation of law or ordinance.

E. Insurance Coverage: The applicant must file with the city clerk a certificate of insurance from an insurance company duly licensed and qualified to do business in Minnesota, on a form approved by the city attorney.

1. Coverage Requirements: The insurance policy must provide the following coverage in not less than the amounts hereinafter provided:

a. Comprehensive general liability:

(1) Bodily injuries, including death resulting therefrom sustained by any one person: One hundred thousand dollars (\$100,000.00) and three hundred thousand dollars (\$300,000.00) per any one occurrence;

(2) Property damage liability: One hundred thousand dollars (\$100,000.00) per occurrence; and

b. Workers' compensation: Coverage as required by Minnesota statutes, section 176.181, subdivision 2.

2. Coverage Changes And Cancellation: The applicant may not cancel or change the insurance without fifteen (15) days prior written notice to the city clerk by certified mail. The certificate of insurance must be continuously in effect until fifteen (15) days after receipt of the written notice of cancellation or change, provided however, the certificate must not extend for more than two (2) years.

F. Dual Licenses Required: A person conducting both pawnbroker and precious metal dealer activity at the same location shall be required to obtain both a pawnbroker's license and a precious metal dealer's license. In such instance when dual licensure is sought, only the license fee for a pawnbroker license shall be required. The license fee for the precious metal dealer license shall be waived.

G. Number Of Licenses Issued: The maximum allowable number of pawnbroker licenses in the city at any one time shall be two (2). The maximum number of allowable precious metal dealer licenses in the city at any one time shall be five (5).

H. License Transfer Not Allowed: Each license issued under this chapter shall be issued to a specific person and for a specific location. Such license is not transferable.

I. License Display: The licensee must display a sign of sufficient size and in a location that makes it visible to all patrons which informs all patrons that all pawn and precious metal transactions are reported to the police department. (Ord. 1251, 2-13-2012)

4-2-4: BACKGROUND INVESTIGATIONS:

In order to protect the general welfare of the public, certain license applications may require a personal background and/or a business background investigation. If so required, the investigations will be conducted pursuant to this section, as well as section 1-10-2 of this code.

A. Authorization: At the time of making an initial or renewal license application that requires a personal or business background investigation, the applicant must provide written authorization to the city to investigate all facts set out in the application and to do a personal and business background investigation on the applicant. A criminal background investigation shall be conducted as part of a personal background investigation. The information obtained from the investigation shall be used to assist the police chief in making a recommendation as to whether the applicant should be granted a license. Such recommendation may be based on any of the following criteria:

1. Whether the applicant was convicted of a crime or offense in the last five (5) years involving or directly relating to the business for which a license is sought;

2. Whether there is a material misrepresentation in the application;
3. Whether the applicant is of good moral character.

B. Investigation Fee: All applicants who must undergo a background investigation must pay an investigation fee with the license application. Separate fees shall be charged for personal background investigations and business background investigations. The city council establishes the investigation fee by city council resolution. An applicant applying for both licenses shall only be required to pay one background investigation fee. If there is a manager in charge of the business, the manager must also undergo a background investigation. A separate fee shall be required for each background investigation conducted. (Ord. 1251, 2-13-2012)

4-2-5: LICENSE TERM AND RENEWAL OF LICENSE:

The license is issued for a period of one year beginning on January 1 and expiring on December 31. License renewals are issued in the same manner and subject to the same conditions as a new license application. Licensees must submit their applications for renewal of their licenses at least thirty (30) days prior to its expiration. (Ord. 1251, 2-13-2012)

4-2-6: EXEMPTIONS:

- A. The following persons shall be exempt from the licensing requirements regarding precious metal dealers:
1. Transactions at occasional "garage" or "yard" sales, or estate sales or farm auctions held at the decedent's residence, except that precious metal dealers must comply with the requirements of Minnesota statutes, sections 325F.734 to 325F.742 for these transactions;
 2. Transactions regulated by Minnesota statutes, chapter 80A;
 3. Transactions regulated by the federal commodity futures commission act, public law 93-463;
 4. Transactions involving the purchase of precious metal grindings, filings, slag, sweeps, scraps, or dust from a dental lab, dentist, or agent thereof;
 5. Transactions involving the purchase of precious metal grindings, filings, slag, sweeps, scraps, or dust from an industrial manufacturer with whom the precious metal dealer has a contractual relationship;
 6. Transactions in which a secondhand item containing precious metal is exchanged for a new item containing precious metal and the value of the new item exceeds the value of the secondhand item, except that a natural person, partnership, or corporation who is a precious metal dealer by engaging in a transaction that is not exempted by this subsection must comply with the requirements of Minnesota statutes, sections 325F.734 to 325F.742;

7. Transactions between precious metal dealers if both dealers are licensed under Minnesota statutes, section 325F.733 or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota statutes, section 325F.733;
8. Transactions in which the buyer of a secondhand item containing precious metal is engaged primarily in the business of buying and selling antiques, and the items are resold in an unaltered condition except for repair, and the items are resold at retail, and the buyer paid less than two thousand five hundred dollars (\$2,500.00) for secondhand items containing precious metals purchased within any period of twelve (12) consecutive months;
9. Transactions in which the secondhand item containing precious metal is exchanged for an in store credit to be used only for merchandise offered for sale at the business where the transaction occurs.

B. The following persons shall be exempt from the licensing requirements for pawnbrokers:

1. Persons selling used personal property or items in connection with an occasional "garage" or "yard" sale, estate sale, or farm auction;
2. Repurchasers of agricultural machinery or implements pursuant to Minnesota statutes, sections 325E.05 and 325E.06;
3. Recyclers, including, but not limited to, motor oil, aluminum, iron, scrap metal, glass, plastic and paper recyclers;
4. Dealers of used motor vehicles;
5. Retail stores in connection with the repurchase of returned merchandise by a customer after the initial retail sale from the retail store;
6. Dealers of secondhand items for consignment or for resale only;
7. Dealers of wire and cable pursuant to Minnesota statutes, section 325E.21;
8. Persons making occasional private purchases or sales of secondhand items;
9. Licensed auctioneers;
10. Retail or wholesale businesses who purchase secondhand items as part of payment, in full or a portion thereof, for new goods or personal property purchases from the business when such business transactions are incidental to and not the primary business;
11. Banks, savings and loan associations or credit unions. (Ord. 1251, 2-13-2012)

4-2-7: PERSONS AND LOCATIONS INELIGIBLE FOR A LICENSE:

No license shall be issued to an applicant if:

- A. The applicant is a minor at the time of the application is filed.
- B. The applicant has been convicted of a felony, gross misdemeanor, or misdemeanor punishable by jail, the crime is directly related to the license sought and the applicant has not shown by competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
- C. The applicant is not a citizen of the United States or a resident alien of the United States.
- D. The applicant, general partner, managing partner of a partnership, or manager, proprietor or agent in charge of a business or a corporation holds an intoxicating liquor license under chapter 1 of this title, or an intoxicating liquor license has been issued to the same location as the proposed premises to be licensed as a pawnbroker or precious metal dealer.
- E. The applicant is not of good moral character and repute.
- F. In the judgment of the city council, the applicant is not the real party in interest or beneficial owner of the business operated under the license.
- G. The applicant has had a pawnbroker or precious metal dealer's license issued by any governmental authority revoked anywhere within five (5) years of the license application.
- H. The place or business is ineligible for a license under city ordinance or state law.
- I. Real estate taxes, assessments, personal property taxes or other financial claims of the city or any other governmental entity for the premises are delinquent and unpaid. (Ord. 1251, 2-13-2012)

4-2-8: GENERAL LICENSE RESTRICTIONS AND CONDITIONS:

- A. Conduct: Every licensee is responsible for the conduct of his or her place of business and the conditions of order in it. The act of any employee of the licensed premises is deemed the act of the licensee as well, and the licensee will be liable for all penalties provided by this chapter equally with the employee, except for criminal penalties.
- B. Zoning Requirements Met: No pawnbroker or precious metal dealer license shall be granted until all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.
- C. Permanent Place Of Business: A licensee is only authorized to carry on its business at the permanent place of business designated in the license. No building or leased space other than

that mentioned in the license application may be used in conjunction with the licensed business. No off site storage facilities shall be allowed.

- D. Gambling: No licensee under this chapter may keep, possess, operate or permit the keeping, possession, or operation of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines that return coins or slugs, chips, or tokens of any kind, which are redeemable for merchandise or cash. No gambling equipment authorized under Minnesota statutes, sections 349.11-349.61, may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota statutes, sections 349A.01-349A.15.
- E. Hours Of Operation: Monday through Saturday, a licensee may not be open for business before seven o'clock (7:00) A.M. or after ten o'clock (10:00) P.M. On Sundays, a licensee may not be open for business before eleven o'clock (11:00) A.M. or after ten o'clock (10:00) P.M. A licensee may not be open for business on Thanksgiving Day or Christmas Day.
- F. Stolen Or Lost Property: A pawnbroker or precious metal dealer must report to the police department an item pledged, received, purchased or traded, or sought to be pledged, received, purchased or traded, if the pawnbroker or precious metal dealer has reason to believe that the article was stolen or lost. (Ord. 1251, 2-13-2012)

4-2-9: RECORDKEEPING:

- A. Record At The Time Of Receipt: At the time of receipt of an item of property, whether sold or pawned, the licensee shall immediately and legibly record, in English, the following information by computerized, electronic or digital record, including storage on a computerized storage medium, according to the standards and procedures approved by the police chief:
 - 1. An accurate and complete description of the item of property, including, but not limited to, brand name, model name, serial number, trademark, identification number, or any other identifying mark on the item.
 - 2. The date, time and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records.
 - 3. The purchase price or loan amount and the means by which the money was advanced or paid, or the nature of the transaction if not a loan or sale. For pawnbrokers conducting a pawn transaction, the information must include:
 - a. The maturity date of the transaction and the amount due, including monthly and annual interest rates; and

b. All pawn fees and charges and the last regular date of business by which the item must be redeemed by the pledger without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.

4. Full name, residence address, residence telephone number, date of birth and accurate physical description of the person from whom the item of the property was received, including: gender, height, weight, race, color of eyes and color of hair.

5. The identification number and state or agency of issue from one of the following forms of identification of the person from whom the item was received:

a. A current valid Minnesota driver's license;

b. A current valid Minnesota identification card; or

c. A current, valid photo driver's license or identification card issued by another state or province of Canada, and one other form of identification.

6. The signature or unique identifier of the licensee or employee that conducted the transaction; and

7. The signature of the person identified in the transaction.

B. Photographic Record: A licensee must obtain a digital color photograph or digital color recording of:

1. Each customer involved in a billable transaction; and

2. Every item pawned or purchased that does not have a unique serial or identification number permanently engraved or affixed.

If a photograph is taken, it must be at least two inches (2") in length by two inches (2") in width and must be maintained in such a manner that the photograph can be readily referenced with the information regarding the person and the item sold or pawned. Such photographs must be in video or digital format and must be made available to the police department, upon request. The major portion of the photograph must include an identifiable front facial close up of the person who pawned or sold the item. Items photographed must be accurately depicted. The licensee must inform the person that he or she is being photographed by displaying a sign of sufficient size in a conspicuous place in the premises. If a video photograph is taken, the video camera must zoom in on the person pawning or selling the item to include an identifiable close up of that person's face. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate. The licensee must retain the video or digital images for ninety (90) days from the date of the transaction.

- C. Labeling Requirement: A label must be attached to every item at the time it is pawned, purchased or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the licensee's records, the transaction date, the name of the item and the description or the model and serial number of the item as reported to the police department, and the date the item can be sold, if applicable. The labels shall not be reused.
- D. Receipts: The licensee shall provide a receipt to the seller or pledgor of any item of property received, containing the following information:
1. The name, address and telephone number of the licensee;
 2. The date and time on which the item was received by the licensee;
 3. A description of the item received, and amount paid to the pledgor or seller in exchange for the item pawned or sold;
 4. The signature of the pledgor or seller and the licensee or designee;
 5. For pawnbrokers, the information must include the last regular business day, if any, by which the item must be redeemed by the pledgor or seller without risk that the item will be sold and the amount necessary to redeem the transaction goods on that date and the monthly and annual interest rates charged by the licensee, if any, including all pawn fees and charges;
 6. The full name and address of the seller or pledgor, and a blank line for the pledgor's signature;
 7. The following statements shall be printed on all pawn transaction receipts:

Any personal property pledged to a pawnbroker within this State is subject to sale or disposal when there has been no payment made on the account for a period of not less than sixty (60) days past the date of the pawn transaction, renewal or extension; no further notice is necessary. There is no obligation for the pledgor to redeem pledged goods. The pledgor of this item attests that it is not stolen, that it has no liens or encumbrances against it, and the pledgor has the right to sell or pawn the item. This item is redeemable only by the pledgor to whom the receipt was issued, or any person identified in a written and notarized authorization to redeem the property identified in the receipt, or a person identified in writing by the pledgor at the time of the initial transaction and signed by the pledgor. Written authorization for release of property to persons other than the original pledgor must be maintained along with the original transaction record.

E. Disposition Of Pawned Articles:

1. When any article is sold or disposed of by the licensee, the records shall contain the article sold with the date, the amount for which the article was sold, interest and charges accrued, and identification of the person to whom sold.

2. For renewals, extensions and redemptions, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction. (Ord. 1251, 2-13-2012)

4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING ~~APS~~ AN AUTHORIZED ELECTRONIC PAWN RECORDS SYSTEM:

- A. Transmitting Of Required Data: All required transaction record data must be transmitted electronically to the ~~Minneapolis police department~~ *electronic pawn records system* at the close of each business day ~~using the current version of APS as designated by the police department~~. If the licensee is unable to report ~~using APS~~ due to technology failures or interruptions, then all required records, including printed copies of all reportable transactions along with the required photographs or videotape for that day, must be maintained at the licensed premises and be made immediately available for inspection upon request by a police officer. If the electronic transmission failure is determined to be in the licensee's system, the licensee must take all reasonable steps including the replacement of its computer system and related components in order to return the electronic reporting system to working condition as soon as possible. If the nonfunctioning system or repair will require more than ten (10) days to return the system to a working condition, the licensee must notify the Inver Grove Heights police department. Failure by the licensee to correct a problem with its computer or other systems causing the licensee's inability to electronically transmit required transaction data to ~~APS~~ *the authorized electronic pawn records system* or failing to notify the Inver Grove Heights police department of the malfunction within ten (10) days is a violation of this section. Regardless of the origin of the technical problems that prevented the licensee from transmitting the required reports electronically, upon correction of the problem, the licensee must electronically transmit every reportable transaction to ~~APS~~ *the electronic pawn records system* from each business day that the problem existed.
- B. Monthly Transaction Fee: In addition to the annual license fee, a licensee must pay a monthly transaction fee based on the actual number of billable transactions conducted by the licensee at the rate established by city council resolution. The transaction fee will reflect the cost of processing a transaction and other regulatory expenses related to processing transaction information, including the cost of ~~participating in utilizing~~ the ~~APS~~ *electronic pawn records system*. The transaction fee will be billed monthly to the licensee and must be paid by the due date shown on the billing. Any charges unpaid at the close of business on the due date shall be deemed delinquent and the licensee shall be charged interest at the rate of one and one-half percent (1.5%) per month on all delinquent charges. Interest charges shall be added to, or become a part of, the delinquent balance. Whenever any charges are more than thirty (30) days delinquent, the city may suspend the license until all delinquent charges are paid in full, pursuant to the process in section [3-2-10](#) of this code.
- C. Inspection Of Records: The records referred to in this section shall be open to the inspection of the police department at all reasonable times and shall be retained by the licensee on the

licensed premises for at least four (4) years, except the video or digital images, which must be retained for ninety (90) days. (Ord. 1251, 2-13-2012)

4-2-11: INSPECTION OF PREMISES AND ITEMS:

At all times during the terms of the license, the licensee must allow law enforcement officials to enter the premises where the licensed business is located during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the items, merchandise and records to verify compliance with this chapter or other applicable laws. (Ord. 1251, 2-13-2012)

4-2-12: HOLDING PERIOD FOR PAWNBROKERS:

- A. Pawned Items: A person pledging, pawning, or depositing an item for security must have a minimum of sixty (60) days from the date of that transaction to redeem the item before it may be forfeited and sold, or in the case of precious metal, traded, melted down or dismantled. During the sixty (60) days following the date of the pawn, pledged items may not be sold or otherwise removed from the licensed location, unless it is redeemed by the person who pawned or pledged the items.
- B. Purchased Items: Any item purchased or accepted in trade by the licensee must not be sold or otherwise removed from the premises for thirty (30) days from the date of the transaction, except gold and silver coins, as noted in section 4-2-13 of this chapter. (Ord. 1251, 2-13-2012)

4-2-13: HOLDING PERIOD FOR PRECIOUS METAL DEALERS:

- A. General Rule: Every precious metal dealer shall hold the following items for a period of fourteen (14) days from the time of the transaction:
 - 1. Coins that are purchased because of their numismatic or antique value (i.e., rare coin collection).
 - 2. All other secondhand items containing precious metal purchased by the precious metal dealer.
- B. Exception: Gold and silver coins that are purchased with the intent to refine (melt) or sell them to a refiner because of their precious metal value, are not subject to the fourteen (14) day holding period requirement.
- C. Alteration/Removal Of Items: During the holding period, items shall not be removed from the licensed premises or altered from their original state. (Ord. 1251, 2-13-2012)

4-2-14: RELEASE OF PROPERTY:

Pawnbroker licensees are prohibited from redeeming any pawned item to anyone other than to:

- A. The person to whom the receipt was issued;
- B. Any person identified in a written and notarized authorization to redeem the property; or
- C. Any person identified in writing by the pledger at the time of the initial transaction and signed by the pledger. (Ord. 1251, 2-13-2012)

4-2-15: PAWNING OF MOTOR VEHICLE TITLES:

In addition to the other requirements of this chapter, a pawnbroker who holds a title to a motor vehicle as part of a pawn transaction must:

- A. Be licensed as a used motor vehicle dealer under Minnesota statutes, section 168.27, and post such license on the pawnshop premises;
- B. Verify that there are no liens or encumbrances against the motor vehicle with the Minnesota department of public safety; and
- C. Verify that the pledger has automobile insurance on the motor vehicle as required by law;
- D. Not sell a motor vehicle covered by a pawn transaction until ninety (90) days after recovery of the motor vehicle;
- E. Not store any pawned, pledged or purchased vehicles at the license premises in violation of the zoning code. (Ord. 1251, 2-13-2012)

4-2-16: POLICE ORDER TO HOLD PROPERTY:

- A. Investigative Hold: Whenever a law enforcement official from any agency notifies a licensee not to sell an item, the item must not be sold or removed, from the premises or melted or dismantled. The investigative hold shall be confirmed in writing by the originating agency within ninety-six (96) hours and will remain in effect for fifteen (15) days from the date of initial notification, until the investigative order is canceled, or until an order to hold/confiscate is issued, pursuant to this section.
- B. Order To Hold: Whenever the Inver Grove Heights police department notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the police department. The order to hold expires ninety (90) days from the date it is placed, unless the police department determines additional time is necessary and notifies the licensee in writing to continue the hold.
- C. Order To Confiscate: If an item is identified as stolen or evidence in a criminal case, the police department may:
 - 1. Physically confiscate and remove the item from the licensed premises, pursuant to a written order from the police department; or

2. Place the item on hold or extend the hold pursuant to this section and leave it on the licensed premises. When an item is confiscated, the person doing so shall provide identification upon request of the licensee and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation. The police department shall provide the licensee with a property receipt for the item confiscated.

D. Notification Of Release: When an order to hold/confiscate is no longer necessary, the police department will so notify the licensee. (Ord. 1251, 2-13-2012)

4-2-17: CITY COUNCIL ACTION:

The city council must take action on each new and renewal license application within a reasonable time following receipt of the recommendation from city staff regarding the application.

A. Public Hearing: A pawnbroker or precious metal dealer license will not be issued without a public hearing before the city council. Any person having an interest in or who will be affected by the proposed license will be permitted to testify at the hearing. The public hearing must be preceded by ten (10) business days' published notice specifying the location of the proposed licensed business premises.

B. License With Reasonable Conditions: The city council may add reasonable conditions upon approval of a license, if deemed appropriate. (Ord. 1251, 2-13-2012)

4-2-18: DENIAL, SUSPENSION, OR REVOCATION:

The city council or its designee may hold a hearing to take action on a business license or licensed activity to deny, suspend, or revoke a license or to consider other actions against the business. Any license may be denied, suspended, or revoked for one or more of the following reasons:

A. The proposed use does not comply with the zoning code.

B. The proposed use does not comply with a health, building, maintenance, or other provisions of this code or state law.

C. The applicant has failed to pay all of the appropriate fees related to the license or is delinquent on any other city fees.

D. The applicant has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.

E. Conviction of any crime or offense in the previous five (5) years involving or relating to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.

- F. The licensed activity has been operated in such a manner as to constitute a breach of the peace, a menace to the health, safety, and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the police chief or an appropriate city official.
- G. Expiration or cancellation of any required insurance or failure to notify the city within a reasonable time of changes in terms of the insurance or the carriers.
- H. The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
- I. The applicant's license has been denied, revoked, or suspended by the city, the state, or another government unit.
- J. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with the law, at any time it is occupied or open for business.
- K. Failure to continuously comply with all conditions required as precedent to the approval of the license.
- L. Real estate taxes, assessments, or personal property taxes on the business premises have become delinquent and the property owner and the applicant are the same person or entity or have any common ownership between the property owner and the applicant when they are a different person or entity.
- M. Violation of any regulation or provision of this code or zoning code applicable to the activity for which the license has been granted, or any regulation or state law that may be applicable.
- N. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
- O. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals and welfare of the public.
- P. The applicant or licensee is not of good moral character.
- Q. The activity has been conducted without a license.
- R. Other good cause. (Ord. 1251, 2-13-2012)

4-2-19: PROHIBITED ACTS:

- A. Minors: Persons under the age of eighteen (18) years may not pawn, sell, or attempt to pawn or sell goods with any licensee, nor may any licensee receive any goods from a person under the age of eighteen (18) years.
- B. Incapacitated Persons: Licensees may not receive or accept any goods from a person of unsound mind or who is intoxicated.

C. Proper Identification Required: Licensees may not receive or accept any goods without proper identification of the seller pursuant to the requirements of this chapter.

D. Tampered Serial Numbers: Licensees may not receive or accept any item of property that possesses an altered or obliterated serial number or "operation identification" number or any item of property that has had its serial number removed.

E. Firearms: Licensees may not receive or accept firearms, including antique firearms, without a valid federal firearm dealer license.

F. Requirements Of Pledgers:

1. No person may pawn, pledge, sell, consign, leave or deposit any article of property with a licensee unless the person is the owner of the property and the property is free from any security interests.

2. No person seeking to pawn, pledge, sell, consign, leave, or deposit any article of property with any licensee shall give false information to the licensee.

G. Requirements Of Licensees: A pawnbroker or precious metal dealer or an agent or employee of a pawnbroker or precious metal dealer must not:

1. Make a false entry in the records of pawn or precious metal transactions;

2. Falsify, obliterate, destroy, or remove from the place of business the records, books, or accounts relating to the licensee's pawn transactions or transactions involving precious metals;

3. Refuse to allow the appropriate law enforcement agency, the attorney general, or any other duly authorized state or federal law enforcement officers to inspect the pawn or precious metal records or pawn or precious metal goods in the person's possession during the ordinary hours of business or other times acceptable to both parties;

4. Fail to comply with any of the requirements of this chapter, or other relevant provisions of this code or state statutes related to pawnbrokers and precious metal dealers;

5. Sell or lease, or agree to sell or lease, pledged or purchased goods back to the pledger or seller in the same, or a related, transaction. (Ord. 1251, 2-13-2012)

4-2-20: VIOLATION; PENALTIES:

Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable as provided in section 1-4-1 of this code, together with the cost of prosecution. (Ord. 1251, 2-13-2012)

4-2-21: ADOPTION OF STATUTES BY REFERENCE:

Minnesota statutes, sections 325J et seq., regarding pawnbrokers and Minnesota statutes,

sections 325F.73 et seq., regarding precious metal dealers, are hereby adopted by reference. Wherever this chapter is more restrictive than said statutes, this chapter will control. Wherever said statutes are more restrictive than this chapter, said statutes shall control. (Ord. 1251, 2-13-2012).

This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this _____ day of June, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk