

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 13, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Swearing in New Police Officer

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 July 23, 2018 City Council Meeting Minutes

ii. Minutes of August 6, 2018 Special Meeting Minutes

B. Resolution Approving Disbursements for Period Ending August 8, 2018

C. Approval of Drkulas Liquor License Extension Application September 6–9th 2018

D. Consider Approval of Comcast Franchise Renewal, Northern Dakota County Cable Communications Commission (NDC4) Resolution

E. Consider Proposal from Century Link to Bury Overhead Phone Cable at Heritage Village Park

F. Consider Proposal from Xcel Energy to Bury Overhead Power Lines at Heritage Village Park

G. Consider Proposal from WSB Inc. for Construction Administration and Observation Services at Heritage Village Park

H. Consider Purchase of R-22 Arena Refrigerant

I. Consider Occupancy Extension for the Walser Property – 4343 65th St E

J. Consider Change Order No 2 – West Rink Floor Project – City Project 2018–1722

K. Consider Change Order No 3 – West Rink Floor Project – City Project 2018–1722

L. Consider Proposal for HVAC/Duct Cleaning at the VMCC/Grove

M. Request for Approval of Rental Housing License

N. Approval of an Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 2017–24 – T.H. 3 Intersection Improvements for the 65th Street Project

O. Consider Resolution Accepting Proposal for Stormwater Construction Observation Services from Barr Engineering Co. for the Blackstone Vista 3rd Addition Development

P. Consider Approval of Contract for Services Agreement with ISD 199 for a School Resource Officer (2018–2019)

Q. **BETH & STEVE HOEPFNER**; Approve Resolution relating to the Storm Water Facilities Maintenance Agreement for the property located at 6511 Arctic Way

R. Consider Replacement of Fitness Equipment for Veterans Memorial Community Center

S. Accept 2018 Donations & Grants for Various Parks and Recreation Programs

T. Personnel Actions

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

6. PUBLIC HEARING:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. WILLIAM KRECH; Consider a Resolution relating to a Vacation and rededication of a drainage and utility easement for property located at 10118 Adam Avenue

B. HAMPTON COMPANIES; Consider a Resolution relating to a Final Plat, Final PUD Development Plan for the plat of Scenic Hills. Property located on the north side of 80th Street, between Hwy 3 and Babcock Trail

C. CITY OF INVER GROVE HEIGHTS; Consider a Resolution relating to a Preliminary Plat and Final Plat for the plat of McGoarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Executive Closed Meeting pursuant to Minn. Stat. § 13D.05, Subd. 2(b) for preliminary consideration of allegations against City Administrator Joe Lynch

10. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 23, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, July 23, 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, Public Works Director Thureen, Community Development Director Link, City Planner Hunting, City Clerk Tesser, Parks and Recreation Director Carlson.

Absent were: Recording Clerk Yourczek.

3. PRESENTATIONS:

A. Introduction of New Community Development Director, Janice Gundlach

City Administrator Joe Lynch paid recognition to Community Development Director Tom Link, who has worked with the City of Inver Grove Heights for 32 years.

City Administrator Lynch introduced Ms. Gundlach, who came from the City of New Brighton where she was the Assistant Community Development Director/Asset Manager. He stated that she has 12 years of experience within that Community and over 16 years of experience overall. He stated that she has been the City Planner, worked on re-development plans and has been in leadership roles including her most recent position. She has an Undergraduate Degree in Landscape Architecture from the University of Minnesota and is looking forward to working with all involved. He stated that her official start date was July 16th and that you can reach her by email at jgundlach@invergroveheights.org, or by phone at (651) 450-2546.

Janice Gundlach commented that she was excited to be here and that she worked with the City of New Brighton for 12 years. She has also worked for the Cities of Minnetonka, Lakeville, and Orono. She stated that she was happy to work with existing Community Development Director Tom Link and gather information from him.

4. CONSENT AGENDA:

A. i. Minutes of July 2, 2018 Work Session Meeting Minutes.

ii. Minutes of July 9, 2018 City Council Meeting Minutes.

B. Resolution 18-149 Approving Disbursements for Period Ending July 18, 2018.

C. Schedule Election Canvass Meeting on August 17, 2018.

D. Consider Awarding a Contract for Storm Water Pipe Repair at the VMCC.

E. Consider Change Order #1 for the West Rink Floor Project Contract to Minnesota Ice LLC.

F. Resolution 18-150 Authorizing Transfers to City of Inver Grove Heights Economic Development Authority (EDA).

G. Consider Pay Voucher No. 2 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.

H. Consider Change Order No. 3 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.

I. Consider Pay Voucher No. 8 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

J. Consider Change Order No. 1 Amending the Contract for City Project No. City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1) to Include Boulevard Restoration (Phase 3).

K. Consider Change Order No. 2 for City Project No. 2018-07 – 2018 Pedestrian Ramp ADA Compliance.

L. Consider Change Order No. 1 for City Project No. 2018-09B – Sealcoat.

M. Approve Custom Grading Agreement for 4740 Babcock Trail (NE ¼ of the SE ¼ of Section 29, Township 28, Range 22, Dakota County, Minnesota).

N. Resolution 18-151 Authorizing Advertisement for Bids for Public Works Maintenance Facility HVAC Improvements.

O. Consider **Resolution 18-152** Awarding Contract for City Project Nos. 2015-03 – 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop, and 2017-24 – T.H. 3 Intersection Improvements for 65th Street.

P. Approve Amendment to Custom Grading Agreement and Stormwater Facilities Maintenance Agreement and Release and Indemnification Agreement for 8879 Alverno Ave (Lot 2, Block 1, Llonis Addition).

Q. Consider **Resolution 18-153** Receiving the Feasibility Report, Scheduling of a Public Hearing, and Authorizing Submittal of a Point Source Implementation Grant Application for City Project No. 2017-17 – Dickman Industrial Park Wet Extended Detention Basin.

R. INDUSTRIAL EQUITIES; Approve **Resolution 18-154** relating to the Development Agreement, Storm Water Maintenance Agreement and related agreements for the plat of Industrial Equities located at Auburn Path and Argenta Trail.

S. Personnel Actions.

Mayor Tourville stated that there were two items that have changed. Item F needs to be amended and Item T, needs to be added to the Consent Agenda.

Councilmember Bartholomew requested Agenda Items 4C, J, and L be pulled.

City Administrator Lynch stated that the Amendment for Item 4F, was to add the approval of the purchase agreement that was completed earlier through the economic development authority for the purchase of the property located at 6639 Concord.

He stated that Item 4T is a request to set a special meeting for August 6, 2018 at 5:00pm to hear the final design plans, cost estimates from the Architect, and to authorize the Fire Chief to advertise for bids for the Fire Station.

Mayor Tourville clarified that they are addressing Agenda Items 4C, F, J, L, and T.

Motion by Bartholomew second by Hark to approve the Consent 4Ai-4S.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that Agenda Item 4C is to Schedule an Election Canvas Meeting on August 17th.

Councilmember Bartholomew stated that he pulled that Agenda item because he is unable to attend.

Motion by Bartholomew second by Piekarski Krech to approve Agenda Item 4C to Schedule Election Canvas Meeting on August 17th.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that for Agenda Item 4F, they need to add the wording “and approval of the purchase agreement” which was done at the EDA Meeting earlier this evening.

Motion by Hark second by Piekarski Krech to approve the item with change “and approval of the purchase agreement” to Agenda Item 4F.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that Agenda Item 4J is to Consider Change Order No. 1 Amending the Contract for City Project No. City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1) to Include Boulevard Restoration (Phase 3).

Councilmember Bartholomew stated that he thought the restoration included in the final bid. He stated that he wanted to be assured that the original bid did not include the restoration.

Public Works Director Scott Thureen responded that when they went out for quotes they had it split up since the numbers they received for restoration were high. They decided to hold off on those for a later time. He stated that in conversations with Q3, who received the first part of the work, they came back with a number less than what they had received in the earlier quotes.

Motion by Bartholomew second by Perry to approve Agenda Item 4J to Consider Change Order No. 1 Amending the Contract for City Project No. City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1) to Include Boulevard Restoration (Phase 3).

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that Agenda Item 4L is to Consider Change Order No. 1 for City Project No. 2018-09B – Sealcoat.

Councilmember Bartholomew stated that he was concerned with the 14.5% for insurance and asked if they had to have that insurance coverage.

City Attorney Tim Kuntz responded that he has had several conversations regarding this with City Engineer Tom Kaldunski. He stated that in previous specifications the pollution liability endorsement was not required. As the specs for the City are reviewed by outside Consultants, it was thought to put in the pollution liability. He stated that it was put in all contracts across the board, so it affected this contract also. He stated that when it was revealed that it was 14.5% and had to be kept for a minimum of three years, it was thought that this type of protection wasn't needed given the nature of the contract.

Public Works Director Thureen stated that they will be making this adjustment for this specific type of contract in the future, so this will not have to be done on an annual basis.

Motion by Bartholomew second by Perry to approve Agenda Item 4L to Consider Change Order No. 1 for City Project No. 2018-09B – Sealcoat.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that they have added Agenda Item 4T so they can meet early at the Work Session in August to review and be able to go out to bid on Fire Station Number 2. They will be meeting at City Hall at 5:00pm on August 6th.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4T to hold a special meeting at 5:00 p.m. on August 6th 2018 at City Hall to discuss the bids and specifications for Fire Station Number 2.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments at this time.

6. PUBLIC HEARING:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. MEI MEI MAK; Consider an Ordinance Amendment to the Bishop Heights PUD Ordinance to allow for a massage business to be located on Lot 3, Block 1, Bishop Heights 4th Addition. Ordinance 1356.

Community Development Director Tom Link stated that the property is located off of Blaine Avenue and Upper 55th Street in the retail building where the Caribou Coffee shop is located. The request is to take one of the units in the building and use it for a Massage Therapy business. He stated that the area is in the Bishop Heights Planned Unit Development District and that the Zoning Ordinance is written to include only specific uses that come into the area. This building is zoned for retail and a coffee shop with a drive thru. He stated that they are asking to amend the Ordinance to include Massage Therapy. He stated that trip generation and parking for this business would be less than retail would have.

He stated that the Planning Staff recommends approval of the request and that the Planning Commission unanimously recommended approval.

Lisa Deal, Leasing Agent for Inver Grove Heights Marketplace, stated that she was present to answer any questions on behalf of Mei Mei Mak who is out of town.

Motion by Hark second by Perry to approve MEI MEI MAK; to Consider Ordinance 1356 Amendment to the Bishop Heights PUD Ordinance to allow for a massage business to be located on Lot 3, Block 1, Bishop Heights 4th Addition.

Ayes: 5

Nays: 0 Motion carried.

B. BETH & STEVE HOEPPNER; Consider a Resolution relating to a Conditional Use Permit to exceed the maximum impervious surface allowed on the property located at 6511 Arctic Way. Resolution 18-155.

City Development Director Link stated that the property is located on a corner lot in the residential development off of Argenta and 70th Street. The request is for the addition of a porch onto the back of their home. He stated that the Zoning Ordinance in the Northwest area is restricted on impervious surfaces, but that the Ordinance also allows for an increase with a Conditional Use Permit. He stated that the Engineering Department has reviewed the request and are in support. He commented that the storm water agreement will come before the City Council at an upcoming meeting. City Staff recommends approval of the request and the Planning Commission unanimously recommends approval.

Steve and Beth Hoepfner, 6511 Artic Way. Ms. Hoepfner stated that the City has been great with answering questions on this project.

Motion by Piekarski Krech second by Hark to approve BETH & STEVE HOEPPNER; to Consider Resolution 18-155 relating to a Conditional Use Permit to exceed the maximum impervious surface allowed on the property located at 6511 Arctic Way.

Ayes: 5

Nays: 0 Motion carried.

C. JAN & LINDA JENSEN; Consider a Resolution relating to a Variance to adjust a lot boundary that creates a lot less than the required 2.5 acre minimum for the property located at 2701 87th Street. Resolution 18-156.

Community Development Director Link stated that the property is located south of College Trail and west of Broderick Blvd. He stated that the request is for a variance for lot size on two existing lots, both of which have met the Zoning requirements of the minimum lot size. Due to a property line dispute, a Judge ordered a portion of Parcel 2 to be conveyed to Parcel 1, which would result in Parcel 2 falling below the 2.5 acres by 6/10 of an acre for a total of 2.44 acres. He stated that Staff has reviewed the Application and finds it consistent with the neighborhood and approves the request and that the Planning Commission unanimously recommends approval.

Mark and Cindy Nordstrom, 2701 87th Street East. Mr. Nordstrom stated that the Applicants are the Jensen's and they are not here this evening. He stated that the Jensen's are the Applicants because when the Judge ordered this, his Lawyers, and the Jensen's, had to take care of all the paperwork and filed the Variance. He stated that they are on the 2.44 acres and are looking for a Variance to make it a legal lot.

Councilmember Piekarski Krech questioned the ownership of the property and how the Variance could be given to another person with different ownership.

Community Development Director Link responded that with the Zoning Application, the Applicant can be someone other than the owner. Both parties have consented to the Application.

Councilmember Hark stated that the Nordstrom's have reached an agreement with the neighbor and the settlement was converted in a signed order by the Judge.

Motion by Hark second by Perry to approve JAN & LINDA JENSEN; to Consider a Resolution 18-156 relating to a Variance to adjust a lot boundary that creates a lot less than the required 2.5 acre minimum for the property located at 2701 87th Street.

Ayes: 5

Nays: 0 Motion carried.

D. CASEY'S RETAIL STORES; Consider the following Resolutions for the property located at Hwy 3 and Diffley Court:

a) Resolution relating to a Preliminary Plat for the plat of Robert Curve Second Addition. Resolution 18-157.

b) Resolution relating to a Final Plat for the plat of Robert Curve Second Addition. Resolution 18-158.

c) Resolution relating to a Conditional Use Permit for a convenience store with gas sales. Resolution 18-159.

d) Resolution relating to a vacation of drainage and utility easements within Outlot B, in the plat of Robert Curve. Resolution 18-160.

Community Development Director Link stated that the property is located on the border of Inver Grove Heights and Eagan and that there are four parts to this request. He stated that they are proposing a convenience store of about 4,600 square feet which will have six pumps. The request complies with the Cities platting, setback, landscape, exterior building, and height requirements. He stated that Engineering is comfortable with the design of the plat, the grading, and storm water. He commented that there are some old storm water easements that do not fit this configuration, so there will be a need to vacate those existing easements and create new ones that conform to the site. He stated that Staff recommends approval of the request and that the Planning Commission unanimously recommends approval.

Jeremy Anderson, Design Tree Engineering, stated that he was here to represent Casey's General Store and will answer any questions.

Sreenivasa Reddy, 9717 South Robert Trail stated that he is located at the Trestle Stop on South Robert Trail which is a gas station and convenience store. He questioned the need to have another gas station so close by.

Mayor Tourville responded that the Marketplace decides what businesses go where, the City Council does not.

Motion by Piekarski Krech second by Bartholomew to approve CASEY'S RETAIL STORES; to Consider the following resolutions for the property located at Hwy 3 and Diffley Court:

- a) Resolution 18-157 relating to a Preliminary Plat for the plat of Robert Curve Second Addition.**
- b) Resolution 18-158 relating to a Final Plat for the plat of Robert Curve Second Addition.**
- c) Resolution 18-159 relating to a Conditional Use Permit for a convenience store with gas sales.**
- d) Resolution 18-160 relating to a vacation of drainage and utility easements within Outlot B, in the plat of Robert Curve.**

Ayes: 5

Nays: 0 Motion carried.

Mr. Anderson, Design Tree Engineering stated that they are planning on opening the first or second quarter of 2019.

E. FRATTALONE'S DAWNWAY; Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 10 years and approving a Resolution relating to an amendment to the Host Community Agreement. The property is located on Dawn Way, west of Concord Boulevard. Non-Conforming Resolution 18-161. Amendment Resolution 18-162.

City Planner Allan Hunting stated that this item has been before the City Council on December 11th and April 9th. Tonight, they are reviewing a 10-year extension of the Non-Conforming Use Certificate and the details of the Host Community Agreement.

City Administrator Lynch stated that on May 30th a group consisting of himself, the Mayor, and City Attorney, the Mayor, City Attorney, and City Administrator of South St. Paul, and representatives from Frattalone's, negotiated the terms of the Host Community Agreement. He stated that it would be a 10-year term in the amount of \$250,000 to each Community to be brought before the City Council in a request to be approved. He stated that Staff recommends approval.

City Attorney Kuntz stated that some of the changes to the Agreement were from numerous discussions that happened after the April 9th Council meeting. The Applicant invoked mediation provisions to

determine the end result. That mediation was held May 30th under the auspices of Mediator Ex-Supreme Court Justice James Gilbert. The Applicant raised about 14 claims against the City directed to the following two elements:

1. Challenges to the authority to the City to set a drop-dead date for the Non-Conforming Use Certificate.
2. The Cities authority to impose fees unrelated to inspection of the landfill (Host Community Fees).

City Attorney Kuntz continued that the rest of the claims were to the point of not telling them when to quit the landfill, and that they didn't think that you could impose fees. He stated that in the Amendment, the Non-Conforming Use Certificate and the Host Community Agreement, those 14 claims are waived by the operator of the landfill and the City is released from any type claims that might lie in taking property from them without lawful authority. The claims were addressed in the Amendments. He stated that the extension is a ten-year extension at which it has to cease taking demolition debris landfill within two years and close down the landfill. The payment is \$250,000, which is the same as South St. Paul.

Councilmember Bartholomew asked if we knew if South St. Paul has approved the agreement yet.

City Attorney Kuntz responded that South St. Paul has yet to take formal action, but that they are in approval and comfortable with the wording.

Councilmember Bartholomew asked that if they accept this agreement if would they waive their rights to hold them responsible to meet all the conditions.

City Attorney Kuntz responded they do not waive those conditions. The 14 claims were raised but their reaction was to have them waive their claims. He stated that the City does not waive any of their rights to enforce conditions contained within the Agreement.

Nick Frattalone and Tony Frattalone, owners of Dawn Way Landfill. Nick Frattalone thanked the Staff for negotiating with them and said that they didn't intend to make this a legal battle to advise them of the legalities. He stated that they feel they are doing their part as a good neighbor by finishing things up the way it was intended.

Joe McBride, 4055 59th Street East showed a short video of what they have to deal with by living within the location of the landfill. He displayed a rock that was found by his mailbox that also had a piece of iron sticking out of it.

He stated that the Agreement states that the "Landfill may only accept demolition debris until December 31, 2027", and then it is followed by the statement "unless the parties agreed to the extension or modification here of". He stated that those words occur 17 times in the Agreement. He commented that there was no guarantee for an end date with that type of wording. He stated that their neighborhood deserves to know where they stand, and to say no to this Agreement.

Jim Fyksen, 4045 59th Street East commented that this is never going to end and that they will be back here in another ten years. He stated this has been going on for over 30 years, and that allowing them to continue to take gravel out of there just increases the term they get to be filled. He stated that he has dirt, dust, and has felt the shaking of the house for over 30 years and asks that they consider the owners of the homes around the landfill for a change.

Alaina Berube, 5901 Concord Boulevard displayed some large rocks that she has taken out of the road and asked why they let this continue.

Keith Joyce, 5873 Concord Boulevard also brought a large rock to show the Council that appeared at the end of his driveway last week. He stated this happens several times a year and he is tired of it.

Roz McBride, 4055 59th Street asked the City Council why they are willing to sign a document that may not have any strength to it at all. She asked them to vote no.

Tom Keim, 1454 Henry Avenue, South St. Paul stated that he grew up in his home with a beautiful view and now has a view of the big berm, which was supposed to have been taken down in size. He stated that he has dump trucks dumping 200 feet from his front window and that he cannot open his windows due to the dust. He questioned the home value if he sells. He voted no.

Tom Wilkens, 8959 Inver Grove Trail stated that he doesn't live in the neighborhood of the landfill, but that he served almost 12 years on the Environmental Commission. He stated this was one of the landfill issues he dealt with back then. He stated that there was a plan back when SKB had this property and that the outer edge could eventually be built on with the center becoming green space. He commented that he drove down that way in South St. Paul and noticed a huge pile of scrap metal in the center. He also noticed more material closer to the perimeter to the property. He commented that he understands the neighborhoods frustration in the length of time this has gone on.

Mayor Tourville questioned why the City would look at a Non-Conforming Use when the premise of the mediation was a stop dead close date.

City Attorney Kuntz responded that there is a Statute under Chapter 462 that deals with Non-Conforming Uses which gives Non-Conforming Uses the right to continue in the same manner that they had existed prior to becoming Non-Conforming. He stated that the Cities position was that you could sign a document and voluntarily agree to a drop-dead date. He stated that the Statute superseded the waiver and that those claims are released by this document. The Cities position has to be agreed to by the landowner in order to be effective, but without that agreement, you have the right to continue.

Councilmember Bartholomew stated that he was concerned that another Council could change this Agreement.

City Attorney Kuntz responded it could happen.

Councilmember Piekarski Krech commented that she felt the end date meant nothing.

City Attorney Kuntz responded that the end date requires someone to change it mutually, if it is to be changed.

Mayor Tourville commented that South St. Paul may be waiting to see what we are going to do. He stated that the Non-Conforming Use Certificate can be changed if all parties agree, if they do not agree, it cannot be changed without other remedies.

Tony Frattalone commented that he wanted to clear up a few questions from the citizens. He stated that they do not grind up metal, they reclaim it and take it out with a magnet, not a grinder. He stated that on the South St. Paul side they screen topsoil.

He stated that regarding the rocks, they do not sell any product out of the site. He felt that was concrete that may have fallen out of a truck coming into the site. He stated that there have been some changes made to the site as they have put some speed bumps in to slow down traffic. They also put in a new tire cleaner that the trucks have to run over before they go out.

Councilmember Hark stated that there are items falling out of these trucks and asked what they could do to make things safer.

Tony Frattalone stated that was the first video he has seen out of that site and that they are trying to do the best that they can and have their street sweeper out trying to keep the roads clean.

Nick Frattalone commented that the video shows something coming out of their landfill, but that they don't sell that type of material. He doesn't know where the rock came from. He stated they can make sure they don't load the trucks too full.

Councilmember Hark asked if there was a requirement to have the loads covered.

Tony Frattalone responded that there is for demolition debris, but not for rock, sand, or gravel. They can ask them to tarp the loads when they are leaving, but many trucks out there do not have a tarp.

Mayor Tourville requested that when the street sweeper is out and they notice a bigger rock, they should get out and pick it up.

Councilmember Piekarski Krech questioned if the rock didn't come from loads coming out of the facility, then they may be coming off the trucks coming in. If that is demolition debris coming in, it needs to be covered. She asked how these rocks are coming off a covered load.

Mayor Tourville asked if this is approved for another ten years, if they would be back asking for additional years.

Nick Frattalone responded that it is their intent to be shut down in ten years. Their incentive is financial, and the quicker they fill it up, the better they are financially.

Councilmember Hark stated that the intent is to honor the Agreement that was mediated. The neighborhood is concerned that the Agreement will not be honored in ten years. He commented that the City should honor it as it was a contract that was agreed upon mutually.

Councilmember Bartholomew stated that all parties must agree to make the Agreement work and that he believes it is their intent to close in ten years. He stated that he was concerned with the debris on the road and commented suggested that the City should start monitoring and ticketing drivers that go by.

Councilmember Piekarski Krech asked if the original Non-Conforming Use Certificate expired on December 2017. She asked if this Agreement still held.

City Attorney Kuntz responded that they were to cease accepting demolition debris no later than December 31, 2017. He stated that the Agreement is still in effect as it has not been changed. It was superseded by Statute which gave a right to continue Non-Conforming irrespective of agreeing otherwise.

Councilmember Bartholomew commented that with the Agreement expiring in December, it has been extended further until we could reach an agreement.

City Attorney Kuntz responded that it was extended until the parties could agree on it.

Councilmember Perry stated that at the December meeting Frattalone had asked for a 15-year extension because they didn't think they could get it done in less than 13 years. She stated that now they are asking for ten years because they feel they should get it done in ten years. She asked why the difference.

Nick Frattalone responded that they were originally at 10 to 12 years, but since the original Agreement was for 15 years, they felt it was easier to renew it as it was done previously.

Councilmember Piekarski Krech commented that they are bringing in recycling materials and demolition debris. She asked if that was a part of the original Agreement.

City Attorney Kuntz responded that it was a part of the 2002 Agreement which defines crushable concrete and crushable asphalt, which they are allowed to process on site and sell.

Councilmember Bartholomew stated that he would like to see enforcement stepped up for unsecured loads and debris on the road to make sure the loads are safe.

Nick Frattalone offered to help with that safety measure as well.

Mr. McBride asked that if, during the ten-year period, there was a disagreement with Inver Grove Heights and Frattalone on the Non-Conforming Use Certificate, would it take both parties to agree in order for anything to happen.

Attorney Kuntz responded that changing the words of the document would require both parties.

Mr. McBride questioned enforcement and if they were to violate the Non-Conforming Use Certificate. He asked if Frattalone would have to agree with that and if the end date needed consent from both parties.

Attorney Kuntz responded that the enforcement of the conditions does not require the other parties consent as they have already signed the document and have agreed to the wording. The enforcement can be unilateral by the City.

Councilmember Piekarski Krech asked what would happen if they disagree with what the enforcement entails.

City Attorney Kuntz responded that they can continue in the enforcement action even though it doesn't require their consent for us to exercise the enforcement rights. They start with discussion, move to citation, and then other aspects as the matter continues if it is not resolved. He stated that in response to the end date question that they do not need consent because it has already been agreed upon unless the City changes the end date. He stated that Frattalone cannot unilaterally change the end date because both parties need to agree.

Councilmember Bartholomew stated that when you say parties, it means three parties because they are also dealing with South St. Paul.

City Attorney Kuntz agreed that South St. Paul would be a part of it. He stated that the South St. Paul side is filled at a 75% to 80% capacity. There is probability that their side would get filled prior to ten years because it is close to being full now. He stated that part of the Agreement was to encourage the operator to bring in and end use plan. That has been targeted as October of 2019.

Councilmember Bartholomew stated that he is in support of the Non-Conforming Use Certificate. He stated that the concerns of the neighborhood are valid and looks to Staff and the Police to cite for that, along with the partnership from the Frattalone's. He commented that the term would expire in ten years and with South St. Paul near completion, he doesn't see them extending further.

Motion by Bartholomew second by Tourville to approve FRATTALONE'S DAWNWAY; to Consider a Resolution 18-161 relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 10 years and approving a Resolution 18-162 relating to an amendment to the Host Community Agreement. The property is located on Dawn Way, west of Concord Boulevard.

Mayor Tourville commented that the neighborhood, when seeing rocks, or something that involves the trucks, having the video has helped law enforcement be able to do something further.

Councilmember Piekarski Krech stated that the Agreement is in the best interest of the City, but not in the best interest of the residents. She felt the neighbors have gone through this long enough and that ten years further is too long. She stated that she was willing to go five to seven more years, but that the rocks, the dust, and the noise is in the middle of a residential area.

Councilmember Hark commented that the Agreement that has been mediated was enforceable. He agrees that the City has to enforce the trucks coming in and out and start writing tickets if things are falling off the trucks as it is a safety issue on the road. He stated that in being good stewards of the City they need to limit exposure to the City in the long term.

Councilmember Perry stated that she agrees with Councilmember Hark in that she wants to be inclusive to the businesses and what they need, but that also seeing the video from the residents and having heard the noise by going down there, she felt she was split in her decision.

Mayor Tourville stated that businesses and neighbors are both important in this town. The neighborhood has put up with a lot and that they looked at the mediated agreement to get something done.

Ayes: 3

Nays: 2 (Piekarski Krech, Perry) Motion carried.

Alaina Berube, 5901 Concord Blvd. asked if they could get a no Jake brake rule down there for early in the mornings.

Mayor Tourville stated that there are many trucks down on Concord and that not all of them go to Frattalones. He commented that they can look into the issues and see how they can help the neighborhood.

II. PARKS AND RECREATION:

F. Consider Approval of Improvements to River Heights Park.

Parks and Recreation Director Eric Carlson stated that on May 14th the City Council voted to keep River Heights Park as a park and to have Staff meet with a small group consisting of residents and members of The Friends of The Mississippi River to speak about what improvements should be made to River Heights Park.

They came up with the following:

- Install a Park ID Sign at the southwest corner of Inver Grove Trail and River Heights Way set at a 45-degree angle. Sign would be consistent with other Park ID signs.
- Install up to two park benches inside the park, locations to be determined.
- Install one picnic table inside the park, location to be determined.
- Install park rules signs.
- Install a garbage can and dog waste station.
- Work with the Friends of the Mississippi River to develop a Natural Resource Management Plan.
- Do not add additional parking at this time, will evaluate the need for future parking.
- No portable toilet at this time.
- Fence posts and wire on the premises to be removed by City Staff.
- Trees and undergrowth to be removed.

Councilmember Piekarski Krech stated that this would be located where several would be coming to use the park and that she would prefer they have a port a potty here.

Parks and Recreation Director Carlson responded that the park wouldn't be used to the extent that it would need a portable toilet. Those are put at locations that have scheduled or high activity.

Councilmember Hark suggested revisiting the issue of a port-a-potty once they determine the usage of the park.

Parks and Recreation Director Carlson stated that they are requesting the City Council to authorize up to \$12,000 out of the Parks Acquisition and Development Fund to incorporate these improvements into the park.

Mayor Tourville stated that the Friends of the Mississippi is having their 25th Anniversary tonight and could not be in attendance. They did send a letter stating that they appreciated working with the Parks Commission and the City and that they will continue to work with the City to look at other ideas.

Steve Cook, 9250 Inver Grove Trail stated that he was a part of the subcommittee for this park. He commented that their goal was to do the minimal to make this a park that people can locate. They can see how things proceed with use and to see what more they may need. He stated that having a port a potty at the park in such a remote location could be subjected to vandalism. He didn't feel one was necessary at this time.

Motion by Hark second by Piekarski Krech to Consider Approval of Improvements to River Heights Park for up to \$12,000.

Ayes: 5

Nays: 0 Motion carried

G. Consider Awarding a Contract to Pember Companies Inc. for the Heritage Village Park Dog Park.

Parks and Recreation Director Carlson spoke of the History of Heritage Village Park and that they have been acquiring property in the area over the last 20 years. The City has been discussing a potential dog park since 2009 and that the process to develop a park included having a Subcommittee consisting of Park and Recreation Commission Members and residents. He stated that this location has enough space and provides an amenity that residents have been looking for.

The improvements related to the dog park are as follows:

- 23-car off-street paved parking area
- Parking lot and security lighting
- 1-acre fenced small breed area – chain link fencing
- 9-acre fenced all breed area – welded wire fencing
- Natural/mowed trails
- Additional improvement phased in over time with the help of the Friends of the Inver Grove Heights Dog Park

He stated that the Inver Grove Heights Dog Park group consists of residents who desire a dog park and will be donating their time and energy to help manage, maintain, and implement future improvements. They have been involved in the planning and design process.

He stated that bids were received on Friday, July 13th and that the Engineers estimate for the recommended improvements was \$825,000. The lowest bid came in from Pember Companies Inc. for \$843,017. He stated that overall project costs are estimated at \$1,132,017, with some costs still needing to be finalized. Proposed funding is as follows:

- State of MN Grant – No match required. Expires at the end of this year. \$330,000
- State of MN Grant – Match required 1:1 \$401,008
- City 1:1 Match for Dog park Work (402 Fund) \$401,009

Parks and Recreation Director Carlson stated that costs to maintain the dog park if approved were estimated to be \$12,000 a year with probable revenue from passes and donations totaling approximately \$8,000 annually.

He stated that the next step would be constructing the improvements as follows:

- The City Council would approve the rules/registrations forms/rates in the Fall of 2018.
- Agreements with WSB and Utilities at the August 13 meeting.
- Park opening Fall of 2018.

Councilmember Bartholomew stated that the bids were higher than the Engineering estimate. He asked about the disposal of unsuitable soils and asked for an explanation of the costs.

Parks and Recreation Director Carlson responded that the \$10,000 for dewatering and the \$50,000 for export and disposal is a placeholder number. Those numbers are there in case they run into those issues and will need to use it. He stated that based on their Environmental Engineer they do not expect to run into those issues, but it is there just in case they do.

Councilmember Piekarski Krech asked if we have ever used this company before and questioned the burying of the utility lines.

Parks and Recreation Director Carlson responded that they have not done business with the company before but they have been checked out. He stated that WSB has done business with them before and has not had any bad experiences with them.

He stated that in response to burying the utility lines, they are recommending having them buried and that the numbers were just estimates for now. They would be buried for both the dog park and other future improvements that they would be making in the park.

Councilmember Piekarski Krech commented that they were spending a lot of money on a dog park and expected the amount to bring more features. She suggested charging more for using it and felt that \$20.00 was on the low end and that she didn't think \$30.00 was too unreasonable of a fee.

Parks and Recreation Director Carlson commented that they would get a lot of compliments and positive reviews for the product they are putting there, and that people will come back time and time again. He stated that in response to the fees to charge for the park, the City Council can decide whatever amount they want to charge. The market around them is charging between \$20.00 to \$40.00. He stated that the dog park group will review the information and recommend a fee that the Council would finalize.

Councilmember Piekarski Krech commented that dogs should be licensed in order to use the dog park.

Parks and Recreation Director Carlson stated that the Parks and Recreation Staff is working with the Police Department to address some of the licensing issues. It would be helpful to have the licenses available at more locations, as well as online, which would hopefully engage more people for the need to have one if they own a dog.

Councilmember Piekarski Krech asked how they would make sure that everyone who goes to the dog park will have paid their fees and have licensed and immunized their pets.

Parks and Recreation Director Carlson responded that there isn't a guarantee that everyone will follow the rules. The people that are a part of the dog park group tend to self-police and would most likely notice people that are without the proper tags and identification.

Councilmember Hark stated that it was a lot of money, but a good use of the Grant money they have. He stated that when we add that type of facilities, there is a future cost for upkeep and to keep that in mind. He states that he is for this park and commented that we should look at a dog license amnesty program to get folks in the door and get their dog licensed.

Councilmember Perry stated that she is a non-dog owner and would not be using the park but thought this could be something that a lot of people would be looking for when moving into a new Community. She commented that this was a good use of the Grant money.

Motion by Hark second by Perry to approve to Consider Awarding a Contract to Pember Companies Inc. for the Heritage Village Park Dog Park.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew commented that he hopes that the volunteers will stay engaged.

Councilmember Piekarski Krech asked if they had received their non-profit status.

Parks and Recreation Director Carlson stated that the group would not be moving forward with the non-profit status because people can donate directly to the City and still have the same tax advantages as they would donating to a non-profit.

Dawn Goetke, 7477 Cahill Avenue stated that she is the Vice President of the organization and confirmed that they decided not to go 501c3. She commented that they do have a formal organization with officers, meetings, minutes, and a treasurer. She stated that they will get the word out during Inver Grove Heights Days to get more Community engagement.

Dennis Madden, 8137 Cleadis Avenue East stated that in order to get a dog park pass in South St. Paul you have to bring in the Rabies certificate and show that you have a license in the City.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Lynch stated that this week is interview week. They have been authorized and directed to proceed with the Communications Manager, Communications Specialist, Environmental Specialist, and Civil Engineer positions. He stated that they are at the end of the process for the two Communications positions, and that round one of the Civil Engineer positions has been completed, and that round two of the Environmental position will be completed this week.

Councilmember Perry stated that the last week to register your event for Night to Unite is coming up. This is your chance to have City Staff, Fire, and Parks and Recreation Staff show up at your event. She commented that you can register on the City website.

She also stated that the Police Department still has five slots open for the Citizens Police Academy and that she was involved last year. She highly recommends taking part of the academy as you learn a lot and get to know the Police Officers.

Councilmember Piekarski Krech asked how many people they have registered for Night to Unite this year.

Parks and Recreation Director Carlson responded that they have 60 registered.

9. ADJOURN:

Motion by Perry second by Hark to adjourn the meeting at 9:19 p.m.

Ayes: 5

Nays: 0

Motion carried.

DRAFT

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

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

1) FIRE STATION DISCUSSION

Administrator Lynch stated that the Council will hear today about the Fire Station's final design and specifications along with the project labor agreement and on the (PLA) wage agreement and how they would like to handle the Met Council's sac fees.

Fire Chief Thill outlined the final plans and specifications for Fire Station #2. She introduced the architect design firm and construction management firm.

Wendel Planner, Abby Hammes overviewed the site plan, landscape plan and elevation plan in detail and stated that the plans are in front of the Council for approval. Ms. Hammes stated that the specifications and bids will go out tomorrow. The bid will be received at a schedule date on September 5, 2018 and the site will be approved. The construction will take one year from September to September.

Councilmember Piekarski Krech asked why a Resolution for approving the final plans and specifications for Fire Station #2 were not included. City Attorney Kuntz stated it's a policy decision if the council would like to vote on the request or not without a Resolution.

Councilmember Bartholomew asked if the bids going out with the added quick turn gives bidders are enough time.

CPMI is the city's selected construction management company. Paul Oberhaus stated they believe that the bid opening and bid approval can be done at the same time.

Councilmember Bartholomew asked about the length of time vetting and approval process would take. Paul Oberhaus stated that they believe they have time to meet the September 5, 2018 deadline.

Ms. Hammes went over the alternative bids and discussed the designs. Councilmember Hark asked is the training space since the SMART center will be close in proximity. Fire Chief Thill stated that they have the training space but want to add the space for the future. She stated the square footage is 3620. Councilmember Piekarski Krech stated it's not an extra space, it's just a basement in an area that would already be constructed.

CPMI representative, Paul Oberhaus went over the financial status report \$8.3M was the total cost of the building. He stated the soft cost estimate is \$11.1M. He discussed costs of Administration, Professional Consultants, Design Totals and General Conditions.

Five Bugle Designs representative, Steven Gausman stated the costs for all the project estimate is \$10.9M. He stated that the \$11.1M and \$10.9M are two independent estimates but Mr. Gausman stated it's close to each other but the best estimates that they could come up with.

CPMI representative, Paul Oberhaus went over how the solicitation of contractors are requested, how bids are sent out, and membership sources. The council discussed the differences in design estimates between the two different estimates.

Administrator Lynch discussed the sac fees and building fees. Councilmember Hark asked how this was handled in the past. Lynch stated the City Hall project sac fees were paid through the Sewer fees. Lynch stated private businesses have to pay unless there is an incentive package.

Councilmember Piekarski Krech stated that the city shouldn't pay for the sac fees. Administrator Lynch stated there are plumbing openings so there will be fees. He stated it's up to the council if they would like the fees to be waived. He stated there is a difference between local and other sac fees.

Administrator Lynch stated that staff is asking that the final plans and specifications for Fire Station #2 with three alternative packages with the project labor agreement as part of Fire Station #2 construction project.

City Attorney Kuntz stated that public notices for the southwest newspaper, pioneer press newspaper and trade journal are being requested because no special assessments are being done for this bid process. He stated publications should be no less than three weeks before/after the bids. Council directed staff to remove the pioneer press publication from the bid announcement due to costs.

Motion by Piekarski Krech second by Perry to accept and approve the finals plans and specifications for the Fire Station #2 and an authorized bidding schedule and location.

Ayes: 5

Nays: 0 Motion carried.

CPMI, Paul Oberhaus discussed his experience when wage agreement (PLA) are included in the bids, he stated the hesitation is that it narrows the fields of bidders. He stated the PLA is difficult to get bids from certain trades. He mentioned painters, roofers or steelers. He stated the benefit to including a PLA is that the work will be uninterrupted.

Motion by Hark second by Piekarski Krech to Approve Resolution City Project Labor Agreement relation to City Project No. 2011-10 IGH Fire Station No. 2 including a PLA.

Ayes: 5

Nays: 0 Motion carried.

Administrator Lynch discussed that the bonding bill for the Fire Station costs will be discussed with the council at a later date.

B. Adjourn

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The meeting adjourned at 5:47PM.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 13, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of July 19, 2018 to August 8, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 8, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$741,891.87
Debt Service & Capital Projects	1,959,256.54
Enterprise & Internal Service	424,751.34
Escrows	50,106.46
Grand Total for All Funds	<u><u>\$3,176,006.21</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 July 19, 2018 to August 8, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 8, 2018**

WHEREAS, a list of disbursements for the period ending August 8, 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	\$741,891.87
Debt Service & Capital Projects	1,959,256.54
Enterprise & Internal Service	424,751.34
Escrows	50,106.46
 Grand Total for All Funds	 <u><u>\$3,176,006.21</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of August, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 07/18/2018 - 08/08/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACROSS THE STREET PRODUCTIONS	12-6307	07/18/2018	7/3/18	101.42.4200.423.50070	1,700.00
ADVANCED GRAPHIX, INC.	199846	08/01/2018	7/19/18	101.42.4200.423.30700	120.00
ADVANCED SPORTSWEAR, INC.	57680	07/25/2018	5/18/18	101.43.5200.443.60045	72.00
AFSCME COUNCIL 5	INV0076392	07/20/2018	UNION DUES (AFSCME FULL SI	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0076393	07/20/2018	UNION DUES (AFSCME FULL SI	101.203.2031000	92.00
AFSCME COUNCIL 5	INV0076972	08/03/2018	UNION DUES (AFSCME FULL SI	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0076973	08/03/2018	UNION DUES (AFSCME FULL SI	101.203.2031000	92.00
ALLINA HEALTH	84130614	07/25/2018	80003208	101.42.4000.421.30700	65.00
BARNA, GUZY, & STEFFEN LTD	189578	07/25/2018	50003-005	101.41.1100.413.30430	676.00
BAUER, NANCY	18-07	08/01/2018	7/2/18	101.41.1100.413.30700	325.00
BITUMINOUS ROADWAYS, INC.	27407	08/01/2018	35265	101.43.5200.443.60016	40,410.50
BOLTON & MENK, INC.	0218690	08/08/2018	X11.114659	101.43.5100.442.30300	1,216.00
BOLTON & MENK, INC.	0220168	08/08/2018	X11.114659	101.43.5100.442.30300	3,040.00
CENTURY LINK	7/19/18 651 455 9072 782	08/08/2018	651 455 9072 782	101.42.4200.423.50020	39.92
CITY OF MINNEAPOLIS RECEIVABLES	400451002152	08/01/2018	612005356	101.42.4000.421.30700	1,376.10
CITY OF SAINT PAUL	IN000029634	07/25/2018	76	101.43.5200.443.60016	1,413.66
CLAREY'S SAFETY EQUIPMENT	178112	07/25/2018	7/16/18	101.42.4200.423.40042	381.60
COLLINS ELECTRICAL CONST.	1831422.01	07/25/2018	7/9/18	101.43.5200.443.40046	190.75
COLLINS ELECTRICAL CONST.	1831518.01	07/25/2018	7/9/18	101.43.5200.443.40046	374.50
COMCAST	7/5/18 8772 10 591 035952	07/18/2018	8772 10 591 0359526	101.42.4200.423.30700	10.53
CORPORATE MARK, INC.	423156	07/18/2018	7/8/18	101.42.4000.421.60006	352.80
CULLIGAN	6/30/18 157-98459100-6	07/18/2018	157-98459100-6	101.42.4200.423.60065	6.55
DAKOTA COUNTY TECHNICAL COLLEGE	298103	07/25/2018	6/18/18	101.42.4000.421.50080	450.00
DAKOTA COUNTY TECHNICAL COLLEGE	305178	07/25/2018	7/3/18	101.42.4000.421.50080	225.00
DAKOTA CTY FINANCIAL SVCS	00031038	08/01/2018	P0001753	101.43.5400.445.40020	787.12
DAKOTA CTY PROP TAXATION & RECORDS	TNT2018-20	07/18/2018	2018 TRUTH IN TAXATION COS	101.41.2000.415.30700	2,087.51
DAKOTA ELECTRIC ASSN	246837-9 7/18	07/20/2018	Electric	101.44.6000.451.40020	2,505.38
DAKOTA ELECTRIC ASSN	250165-8 7/18	07/20/2018	Electric	101.44.6000.451.40020	647.93
DAKOTA ELECTRIC ASSN	393563-2 7/18	07/20/2018	Electric	101.44.6000.451.40020	562.79
DAKOTA ELECTRIC ASSN	426713-4 7/18	07/20/2018	Electric	101.43.5400.445.40020	44.10
DAKOTA ELECTRIC ASSN	443054-2 7/18	07/20/2018	Electric	101.44.6000.451.40020	17.00
DAKOTA ELECTRIC ASSN	109394-7 7/18	07/20/2018	Electric	101.43.5400.445.40020	1,183.04
DISCOUNT STEEL INC	4354634	07/25/2018	7/5/18	101.42.4200.423.60018	648.00
DISCOUNT STEEL INC	4354664	07/25/2018	7/5/18	101.42.4200.423.60018	10.00
EARL F ANDERSEN INC	0117664-IN	07/25/2018	0004094	101.43.5200.443.60016	1,632.50
EBENSTEINER, TRISHA	7/25/18	07/25/2018	REIMBURSE - MAILBOX DAMAC	101.43.5200.443.60016	150.00
EFTPS	INV0075919	07/12/2018	FEDERAL WITHHOLDING	101.203.2030200	45.12
EFTPS	INV0075921	07/12/2018	MEDICARE WITHHOLDING	101.203.2030500	34.68
EFTPS	INV0076413	07/20/2018	FEDERAL WITHHOLDING	101.203.2030200	48,876.51
EFTPS	INV0076415	07/20/2018	MEDICARE WITHHOLDING	101.203.2030500	15,725.94
EFTPS	INV0076416	07/20/2018	SOCIAL SECURITY WITHHOLDI	101.203.2030400	49,247.48
EFTPS	INV0076996	08/03/2018	FEDERAL WITHHOLDING	101.203.2030200	51,009.08
EFTPS	INV0076998	08/03/2018	MEDICARE WITHHOLDING	101.203.2030500	15,735.02
EFTPS	INV0076999	08/03/2018	SOCIAL SECURITY WITHHOLDI	101.203.2030400	47,408.00
EFTPS	INV0077000	08/06/2018	FEDERAL WITHHOLDING	101.203.2030200	34.31
EFTPS	INV0077002	08/06/2018	MEDICARE WITHHOLDING	101.203.2030500	18.70
EFTPS	INV0077003	08/06/2018	SOCIAL SECURITY WITHHOLDI	101.203.2030400	79.98
EFTPS	INV0077060	08/07/2018	FEDERAL WITHHOLDING	101.203.2030200	64.44
EFTPS	INV0077062	08/07/2018	MEDICARE WITHHOLDING	101.203.2030500	26.10
EFTPS	INV0077063	08/07/2018	SOCIAL SECURITY WITHHOLDI	101.203.2030400	111.60
EMC	53656	07/18/2018	INVERG	101.42.4200.423.40042	6.25
ENNIS-FLINT, INC.	353026	07/25/2018	21032	101.43.5200.443.60016	6,489.45
FIRSTSCRIBE	2477636	08/08/2018	7/1/18	101.43.5100.442.40044	250.00
FURLONG FARMS	485273	08/08/2018	7/31/18	101.44.6000.451.60030	1,900.00
GALLS INC	010217483	07/18/2018	1001727847	101.42.4000.421.60045	52.14
GALLS INC	010217522	07/18/2018	1001727847	101.42.4000.421.60045	759.89
GALLS INC	010238330	07/18/2018	1001727847	101.42.4000.421.60045	119.97
GALLS INC	010246572	07/18/2018	1001727847	101.42.4000.421.60045	991.70
GALLS INC	010246573	07/18/2018	9020909043	101.42.4000.421.60045	10.25
GALLS INC	010255316	07/18/2018	1001727847	101.42.4000.421.60045	1,316.28
GALLS INC	010274493	07/25/2018	1001727847	101.42.4000.421.60045	73.14
GALLS INC	1001727847	07/25/2018	010274490	101.42.4000.421.60045	631.63
GALLS INC	010322963	08/08/2018	1001727847	101.42.4000.421.60045	28.55
GALLS INC	010322965	08/08/2018	1001727847	101.42.4000.421.60045	146.28
GALLS INC	010322980	08/08/2018	1001727847	101.42.4000.421.60045	199.80
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0076397	07/20/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0076398	07/20/2018	HSA ELECTION-SINGLE	101.203.2032500	4,357.45
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0076977	08/03/2018	HSA ELECTION-FAMILY	101.203.2032500	2,952.01

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0076978	08/03/2018	HSA ELECTION-SINGLE	101.203.2032500	4,357.45
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.44.6000.451.30550	48.51
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	101.45.3300.419.30550	36.50
GENESIS EMPLOYEE BENEFITS, INC	IN1303816	07/25/2018	6/1/18-6/30/18	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1305337	08/01/2018	6/1/18-6/30/18	101.42.4000.421.30550	42.29
GERRY'S FIRE & SAFETY INC	58981	07/18/2018	7/3/18	101.42.4200.423.40042	37.10
GERTENS	31068/6	08/01/2018	103566	101.44.6000.451.60016	108.90
GERTENS	442462/1	08/01/2018	103566	101.44.6000.451.60016	41.50
GERTENS	1705/12	08/01/2018	103566	101.43.5200.443.60016	284.85
GERTENS	442285/1	08/01/2018	103566	101.44.6000.451.60016	78.75
GLACIAL RIDGE GROWERS, INC.	4153	08/08/2018	1999	101.43.5200.443.60016	426.35
GLS COMPANIES	161118	08/08/2018	222700	101.41.1100.413.50032	2,516.00
HEALTHEAST MEDICAL TRANSPORTATION	17-38263	08/08/2018	9/19/17	101.42.4000.421.30700	85.00
ICMA RETIREMENT TRUST - 457	INV0075916	07/12/2018	ICMA-AGE <49 %	101.203.2031400	11.96
ICMA RETIREMENT TRUST - 457	INV0076399	07/20/2018	ICMA-AGE <49 %	101.203.2031400	6,716.85
ICMA RETIREMENT TRUST - 457	INV0076400	07/20/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0076401	07/20/2018	ICMA-AGE 50+ %	101.203.2031400	1,065.00
ICMA RETIREMENT TRUST - 457	INV0076402	07/20/2018	ICMA-AGE 50+	101.203.2031400	6,104.36
ICMA RETIREMENT TRUST - 457	INV0076403	07/20/2018	ICMA (EMPLOYER SHARE ADM	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0076411	07/20/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0076412	07/20/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
ICMA RETIREMENT TRUST - 457	INV0076979	08/03/2018	ICMA-AGE <49 %	101.203.2031400	7,240.71
ICMA RETIREMENT TRUST - 457	INV0076980	08/03/2018	ICMA-AGE <49	101.203.2031400	4,926.54
ICMA RETIREMENT TRUST - 457	INV0076981	08/03/2018	ICMA-AGE 50+ %	101.203.2031400	842.51
ICMA RETIREMENT TRUST - 457	INV0076982	08/03/2018	ICMA-AGE 50+	101.203.2031400	6,001.96
ICMA RETIREMENT TRUST - 457	INV0076983	08/03/2018	ICMA (EMPLOYER SHARE ADM	101.203.2031400	95.85
ICMA RETIREMENT TRUST - 457	INV0076993	08/03/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0076994	08/03/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
IMPACT PRINTING	46389	08/01/2018	4/16/18	101.45.3300.419.50030	129.50
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	101.41.1200.414.60065	319.34
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	101.45.3000.419.60010	41.30
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	101.45.3300.419.60040	304.88
IUOE	INV0076984	08/03/2018	UNION DUES IUOE	101.203.2031000	1,183.44
K.K. SPECIALIZED SERVICES, INC.	7/16/18	08/01/2018	7/16/18	101.43.5200.443.40046	4,522.50
KEEPRS, INC	381824	07/18/2018	inverg0015	101.42.4000.421.60045	76.98
KEEPRS, INC	379145-01	07/25/2018	INVERG0006	101.42.4000.421.60045	167.04
LANGUAGE LINE SERVICES	4356825	07/25/2018	9020909043	101.42.4000.421.50020	81.03
LEADSONLINE LLC	246533	07/18/2018	3810	101.42.4000.421.30700	3,133.00
LELS	INV0076985	08/03/2018	UNION DUES (LELS)	101.203.2031000	1,566.00
LELS SERGEANTS	INV0076995	08/03/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	6/30/18 92000E	08/01/2018	92000E	101.42.4000.421.30410	24,679.48
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1510 Impr	08/01/2018	Legal	101.43.5100.442.30420	337.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Blackstone	08/01/2018	Legal	101.45.3200.419.30600	912.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Community	08/01/2018	Legal	101.45.3000.419.30420	280.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Council Mee	08/01/2018	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Engineering	08/01/2018	Legal	101.43.5100.442.30420	2,043.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Mayor/CC	08/01/2018	Legal	101.41.1000.413.30420	2,743.10
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Parks	08/01/2018	Legal	101.44.6000.451.30420	979.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Planning	08/01/2018	Legal	101.45.3200.419.30420	673.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Public Work	08/01/2018	Legal	101.43.5000.441.30420	343.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Rauschnot F	08/01/2018	Legal	101.45.3000.419.30420	1,380.00
LIFE SUPPORT INNOVATION	1526	08/01/2018	6/28/18	101.42.4200.423.40042	634.40
LOCAL GOVERNMENT INFORMATION SYSTEM (I	45497	07/25/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I	45506	08/01/2018	111541	101.42.4200.423.30700	137.00
M & J SERVICES, LLC	1848	07/25/2018	7/3/18	101.43.5200.443.40046	960.00
M & J SERVICES, LLC	1849	07/25/2018	7/3/18	101.43.5200.443.40046	300.00
M & J SERVICES, LLC	1850	07/25/2018	7/3/1	101.43.5200.443.40046	450.00
M & J SERVICES, LLC	1852	07/25/2018	7/6/18	101.43.5200.443.40046	1,665.00
M & J SERVICES, LLC	1862	08/01/2018	7/18/18	101.43.5200.443.40046	2,465.00
M & J SERVICES, LLC	1863	08/08/2018	7/18/18	101.44.6000.451.40047	850.00
M & J SERVICES, LLC	1864	08/01/2018	7/23/18	101.43.5200.443.40046	1,580.00
M & J SERVICES, LLC	1866	08/08/2018	7/26/18	101.44.6000.451.40047	1,400.00
M & J SERVICES, LLC	1867	08/08/2018	7/26/18	101.44.6000.451.40047	2,630.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1306491	08/01/2018	AUGUST 2018	101.203.2031700	2,699.59
MADISON NATIONAL LIFE INSURANCE COMPAN	1306491	08/01/2018	AUGUST 2018	101.42.4000.421.20630	(21.60)
MARTIN-MCALLISTER	11827	07/18/2018	INV004	101.42.4000.421.30700	1,000.00
METRO LEGAL SERVICES INC	3091620 B	07/25/2018	2249229	101.45.3000.419.30420	198.30
MINNEAPOLIS OXYGEN CO.	00027510	07/25/2018	01910	101.42.4200.423.30700	62.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNEAPOLIS OXYGEN CO.	00027511	07/25/2018	01915	101.42.4200.423.30700	62.70
MINNEAPOLIS OXYGEN CO.	20071720	07/25/2018	01915	101.42.4200.423.40042	136.81
MINNEAPOLIS OXYGEN CO.	20071721	07/25/2018	01910	101.42.4200.423.40042	136.81
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076394	07/20/2018	STEVE HER FEIN/TAXPAYER IC	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076395	07/20/2018	JOEL JACKSON FEIN/TAXPAYE	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076396	07/20/2018	JOHN VERDEJA FEIN/TAXPAYE	101.203.2032100	190.49
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076974	08/03/2018	STEVE HER FEIN/TAXPAYER IC	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076975	08/03/2018	JOEL JACKSON FEIN/TAXPAYE	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0076976	08/03/2018	JOHN VERDEJA FEIN/TAXPAYE	101.203.2032100	190.49
MN CHIEFS OF POLICE ASSOCIATION	8509	08/01/2018	7/24/18	101.42.4000.421.50075	60.00
MN CHIEFS OF POLICE ASSOCIATION	8510	08/01/2018	7/24/18	101.42.4000.421.50075	60.00
MN DEPT OF LABOR & INDUSTRY	G061474	07/25/2018	G061474	101.42.4200.423.30700	125.00
MN DEPT OF REVENUE	INV0075920	07/12/2018	STATE WITHHOLDING	101.203.2030300	29.70
MN DEPT OF REVENUE	INV0076404	07/20/2018	LEVY - LETTER ID:L1707410112	101.203.2031900	511.83
MN DEPT OF REVENUE	INV0076414	07/20/2018	STATE WITHHOLDING	101.203.2030300	23,798.58
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	101.207.2070300	117.55
MN DEPT OF REVENUE	Jun-18 CR	07/20/2018	Taxes	101.207.2070300	(0.89)
MN DEPT OF REVENUE	INV0076986	08/03/2018	LEVY - LETTER ID:L1707410112	101.203.2031900	509.22
MN DEPT OF REVENUE	INV0076997	08/03/2018	STATE WITHHOLDING	101.203.2030300	24,472.72
MN DEPT OF REVENUE	INV0077001	08/06/2018	STATE WITHHOLDING	101.203.2030300	21.13
MN DEPT OF REVENUE	INV0077061	08/07/2018	STATE WITHHOLDING	101.203.2030300	34.78
MN LIFE INSURANCE CO	JULY 2018	07/18/2018	POLICY #0027324	101.203.2030900	3,739.09
MN LIFE INSURANCE CO	JULY 2018	07/18/2018	POLICY #0027324	101.42.4000.421.20620	10.00
NATURE CALLS, INC.	25759	07/25/2018	103566	101.44.6000.451.40065	2,080.00
NET TRANSCRIPTS, INC.	0019225-IN	08/08/2018	20-IGHPD	101.42.4000.421.30700	1,590.01
NEWMAN SIGNS INC	TRFINV003511	07/25/2018	INV-03-001	101.43.5200.443.60016	986.81
NRG ENERGY INC	000857037001	08/08/2018	008000127767	101.43.5400.445.40020	1,947.71
NRG ENERGY INC	000857037001	08/08/2018	008000127767	101.44.6000.451.40020	38.70
NRG ENERGY INC	000857037008	08/08/2018	008000130189	101.42.4200.423.40020	2,053.12
NRG ENERGY INC	000857037008	08/08/2018	008000130189	101.44.6000.451.40020	256.68
NRG ENERGY INC	0008570377007	08/08/2018	008000127768	101.43.5400.445.40020	1,518.23
NRG ENERGY INC	0008570377007	08/08/2018	008000127768	101.44.6000.451.40020	387.90
OKER INVESTMENTS	000046	07/25/2018	7/18/18	101.45.3000.419.30700	8,078.02
OXYGEN SERVICE COMPANY, INC	03408777	07/18/2018	04394	101.42.4000.421.60065	37.56
PERA	INV0075917	07/12/2018	PERA POLICE & FIRE PLAN	101.203.2030600	129.19
PERA	INV0075918	07/12/2018	EMPLOYER SHARE (POLICE & I	101.203.2030600	193.78
PERA	INV0076405	07/20/2018	PERA COORDINATED PLAN	101.203.2030600	39,258.72
PERA	INV0076406	07/20/2018	EMPLOYER SHARE (EXTRA PE	101.203.2030600	3,019.94
PERA	INV0076407	07/20/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0076408	07/20/2018	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0076409	07/20/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,109.32
PERA	INV0076410	07/20/2018	EMPLOYER SHARE (POLICE & I	101.203.2030600	22,663.97
PERA	INV0076987	08/03/2018	PERA COORDINATED PLAN	101.203.2030600	40,541.80
PERA	INV0076988	08/03/2018	EMPLOYER SHARE (EXTRA PE	101.203.2030600	3,118.61
PERA	INV0076989	08/03/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0076990	08/03/2018	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0076991	08/03/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,696.88
PERA	INV0076992	08/03/2018	EMPLOYER SHARE (POLICE & I	101.203.2030600	25,045.34
PERFORMANCE PLUS LLC	5031 LF	07/18/2018	3/29/18	101.42.4200.423.30700	79.00
PINE BEND PAVING, INC.	18-287	07/25/2018	6/21/18	101.43.5200.443.60016	3,157.36
PINE BEND PAVING, INC.	18-331	08/01/2018	6/30/18	101.43.5200.443.60016	479.56
PRAIRIE RESTORATIONS, INC.	12816	08/01/2018	7/9/18	101.44.6000.451.30700	420.00
PRECISE MRM	IN200-1017288	07/25/2018	000208	101.43.5200.443.30700	34.84
PRECISE MRM	IN200-1017572	08/01/2018	000208	101.43.5200.443.30700	32.20
PRO HEADSETS, LLC.	102297	08/08/2018	C3143	101.45.3300.419.60040	388.95
RCM SPECIALTIES, INC.	6632	07/25/2018	7/2/18	101.43.5200.443.60016	811.30
RCM SPECIALTIES, INC.	6633	07/25/2018	7/2/18	101.43.5200.443.60016	564.25
SAM'S CLUB	7/19/18 3410746858893	08/08/2018	MEMBERSHIP 4738	101.42.4200.423.50070	45.00
SCHMIDT, ABIGAIL	8/1/18	08/01/2018	REIMBURSE TRAININGS	101.42.4200.423.30700	370.00
SCHMIDT, ABIGAIL	8/1/18	08/01/2018	REIMBURSE TRAININGS	101.42.4200.423.60065	65.76
SEXTON COMPANY, THE	60854	08/01/2018	4115	101.43.5200.443.60045	180.00
SPRINT	842483314-198	08/01/2018	Telephone	101.45.3000.419.50020	34.99
SPRINT	842483314-199	08/01/2018	Telephone	101.45.3000.419.50020	34.99
SPRINT	842483314-200	08/01/2018	Telephone	101.45.3000.419.50020	34.99
TELVENT DTN, LLC	5372114	08/01/2018	0581425	101.43.5200.443.30700	912.00
TELVENT DTN, LLC	5372114	08/01/2018	0581425	101.44.6000.451.30700	912.00
THOMSON REUTER - WEST	838463365	07/18/2018	1000197212	101.42.4000.421.30700	199.56
TMOBILE	7/8/18 494910368	08/08/2018	494910368	101.43.5100.442.50020	80.67
TOTAL CONSTRUCTION & EQUIP.	4956	07/25/2018	02128	101.43.5200.443.40050	1,600.00
TYLER TECHNOLOGIES, INC	025-230703	08/01/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0087111-MN	07/18/2018	006745	101.41.1100.413.30500	345.00
U.S. HEALTHWORKS	0087842-MN	08/01/2018	006745	101.41.1100.413.30500	30.00
UNIFIRST CORPORATION	090 0428588	07/25/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0428588	07/25/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0430821	07/25/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0430821	07/25/2018	1051948	101.44.6000.451.60045	28.87
UNIFIRST CORPORATION	090 0431902	08/01/2018	1051948	101.43.5200.443.60045	45.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0431902	08/01/2018	1051948	101.44.6000.451.60045	83.54
UNIFIRST CORPORATION	090 0429696	07/25/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0429696	07/25/2018	1051948	101.44.6000.451.60045	28.87
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.41.1100.413.30550	6.05
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.41.2000.415.30550	8.29
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.42.4000.421.30550	48.37
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.42.4200.423.30550	2.42
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.43.5000.441.30550	1.22
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.43.5100.442.30550	14.50
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.43.5200.443.30550	2.42
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.44.6000.451.30550	5.94
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.45.3000.419.30550	2.18
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	101.45.3300.419.30550	8.46
US POSTMASTER - EAGAN	SEPT-OCT 2018	08/08/2018	SEPT-OCT 2018	101.41.1100.413.50035	2,500.00
VALLEY IMAGES PHOTOGRAPHY - MARK D. BAL	15574	08/08/2018	7/30/18	101.42.4000.421.30700	100.00
VERIFIED CREDENTIALS, INC.	282962	08/08/2018	7/31/18	101.41.1100.413.30500	569.50
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.42.4000.421.50020	887.98
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.42.4200.423.50020	597.53
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.43.5000.441.50020	(8.11)
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.43.5100.442.50020	228.30
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.43.5200.443.50020	396.57
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.44.6000.451.50020	343.39
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	101.45.3300.419.50020	255.00
VERIZON WIRELESS	9809725294	07/18/2018	942147853-00001	101.42.4000.421.50020	956.66
VIKING ELECTRIC SUPPLY	S001697128.001	08/08/2018	V5132	101.42.4200.423.40042	63.98
WAGNER'S SOD CO, INC	2018-2037	07/25/2018	7/13/18	101.43.5200.443.40046	92.70
WAKOTA CAER	2018 E. BERGUM	07/18/2018	2018 MEMBERSHIP	101.42.4200.423.50070	100.00
Fund: 101 - GENERAL FUND					692,629.73
E&M CONSULTING, INC.	47618	08/08/2018	7/16/18	201.44.1600.465.50025	1,005.50
ENSEMBLE CREATIVE & MARKETING	IGH071218	08/08/2018	MAY/JUN 2018	201.44.1600.465.50025	1,550.00
IGH CONVENTION & VISITORS BUREAU	355	08/01/2018	7/17/18	201.44.1600.465.50025	1,800.00
SOL-INFORMATION SYSTEMS, LLC	14681	08/08/2018	7/23/18	201.44.1600.465.60010	1,467.55
ST PAUL ARENA COMPANY, LLC	SPAC0002655	08/08/2018	JULY 2018	201.44.1600.465.50025	200.00
STACY ANN BROOKS	156	08/01/2018	AUGUST 2018	201.44.1600.465.50025	175.00
Fund: 201 - C.V.B. FUND					6,198.05
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	204.44.6100.452.30550	14.40
IGH SENIOR CLUB	7/2/18	07/18/2018	JUNE 2018	204.227.2271000	320.00
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	204.207.2070300	157.33
MN YOUTH ATHLETIC SERVICES	7/23/18	08/08/2018	7/20-22 T-SHIRT SALES	204.44.0000.3471000	1,984.00
PHUNG, HAN	7/6/18	08/01/2018	TENNIS SUMMER 2018	204.44.6100.452.30700	400.00
SAVE A LIFE	4804	08/08/2018	7/23/18	204.44.6100.452.30700	715.00
SOUTH ST PAUL UMPIRES ASSOC	JUNE 2018	08/01/2018	JUNE 2018	204.44.6100.452.30700	1,624.00
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	204.44.6100.452.30550	0.80
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	204.44.6100.452.50020	51.50
WILLIAMSON, BERT	7/9/18	07/18/2018	SUMMER	204.44.6100.452.30700	250.00
Fund: 204 - RECREATION FUND					5,517.03
AEP ONSITE PARTNERS, LLC	419-21132366	07/18/2018	7/6/18	205.44.6200.453.40020	4,912.98
AEP ONSITE PARTNERS, LLC	419-21132366	07/18/2018	7/6/18	205.44.6200.453.40020	4,890.69
ANDREW L. SOLTVEDT	1095	08/08/2018	7/20/18	205.44.6200.453.30700	210.00
ANDREW L. SOLTVEDT	1096	08/08/2018	7/20/18	205.44.6200.453.30700	980.00
ANDREW L. SOLTVEDT	1097	08/08/2018	7/20/18	205.44.6200.453.30700	175.00
AQUA LOGIC, INC.	47728	07/20/2018	6/28/18	205.44.6200.453.40040	3,243.08
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	205.44.6200.453.30550	11.00
HILDEBRAND, SANDY	7/16/18	08/01/2018	REFUND - PT SESSIONS	205.207.2070300	12.24
HILDEBRAND, SANDY	7/16/18	08/01/2018	REFUND - PT SESSIONS	205.44.0000.3490100	171.76
HILDEBRAND, SANDY	7/16/18 B	08/08/2018	REIMBURSE - PT	205.44.0000.3493501	450.00
HUEBSCH SERVICES	4112972	08/01/2018	92965	205.44.6200.453.40040	224.61
HUEBSCH SERVICES	4112972	08/01/2018	92965	205.44.6200.453.40040	59.70
MARIA, RIOS	7/3/18	07/18/2018	LOW ENROLLMENT - REFUND	205.44.0000.3493501	65.00
MEDICINE LAKE TOURS	6/20/18	08/01/2018	7/11/18	205.44.6200.453.50090	798.00
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	205.207.2070300	6,837.76
MN DISTANCE RUNNING ASSOCIATION	2641	08/08/2018	7/16/18	205.44.6200.453.50025	240.00
MN SAFETY SERVICES LLC	61718	07/18/2018	IGHWSI	205.44.6200.453.30700	1,365.00
OLD WORLD PIZZA	3/2/18	08/01/2018	3/2/18	205.44.6200.453.60065	29.00
PERFECTION PLUS, INC	1128714	07/18/2018	JUNE 2018	205.44.6200.453.40040	5,857.50
PERFECTION PLUS, INC	1128770	08/01/2018	JUNE 2018	205.44.6200.453.40040	5,857.50
SAFE-WAY BUS COMPANY	5462	08/01/2018	7/5/18	205.44.6200.453.70610	378.30
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	205.44.6200.453.30550	2.41

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	205.44.6200.453.30550	2.42
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	205.44.6200.453.30550	2.42
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	205.44.6200.453.30550	10.49
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	205.44.6200.453.50020	22.18
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	205.44.6200.453.50020	57.31
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	205.44.6200.453.50020	69.68
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	205.44.6200.453.50020	69.69
Fund: 205 - COMMUNITY CENTER					37,077.46
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	290.45.3000.419.30550	1.36
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 EDA	08/01/2018	Legal	290.45.3000.419.30420	120.00
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	290.45.3000.419.30550	0.24
Fund: 290 - EDA OPERATING					121.60
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Acquisition	08/01/2018	Legal	291.45.3000.419.30420	348.00
Fund: 291 - EDA ACQUISITIONS					348.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	354.57.9000.570.90200	100,200.00
Fund: 354 - G.O. SEWER REV BONDS 2010A					100,200.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	355.57.9000.570.90200	40,290.63
Fund: 355 - G.O. IMPR BONDS 2010B					40,290.63
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	362.57.9000.570.90200	1,600.00
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					1,600.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	363.57.9000.570.90200	51,843.75
Fund: 363 - G.O. SEWER REFUND 2014B					51,843.75
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	364.57.9000.570.90200	7,100.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	364.57.9000.570.90200	15,700.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					22,800.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	365.57.9000.570.90200	95,825.00
Fund: 365 - G.O. IMPR BONDS 2015A					95,825.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	366.57.9000.570.90200	66,150.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					66,150.00
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	367.57.9000.570.90200	123,343.75
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					123,343.75
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	369.57.9000.570.90200	56,763.02
Fund: 369 - G.O. IMPR BONDS 2017B					56,763.02
WELLS FARGO CORPORATE TRUST SERVICES	01082018	07/11/2018	INVER GROVE HEIGHTS BOND	389.57.9000.570.90200	6,300.00
Fund: 389 - G.O. TAX INCR REF, 2011A					6,300.00
METROPOLITAN COUNCIL	JUNE 2018	08/01/2018	JUNE 2018	404.217.2170000	22,365.00
Fund: 404 - SEWER CONNECTION FUND					22,365.00
CARL BOLANDER & SONS CO	43982	08/01/2018	1415	425.72.5900.725.30700	26,795.00
Fund: 425 - 2005 IMPROVEMENT FUND					26,795.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Fire Station	08/01/2018	Legal	434.42.4200.423.30420	2,008.00
WENDEL ADG, LLC	348257B	08/08/2018	600801	434.42.4200.423.30200	14,300.00
WENDEL ADG, LLC	348478B	08/06/2018	600801	434.42.4200.423.30200	28,200.78
Fund: 434 - 2014 IMPROVEMENT FUND					44,508.78
BARR ENGINEERING COMPANY	23191332.00-17	08/08/2018	78TH AND CONCORD WATER C	436.73.5900.736.30300	413.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Acquisition	08/01/2018	Legal	436.45.3000.419.30420	876.00
WSB & ASSOCIATES, INC.	6/21/18 4	07/18/2018	R-011626-00	436.44.5900.736.30300	13,772.50
Fund: 436 - 2016 IMPROVEMENT FUND					15,062.00
BARR ENGINEERING COMPANY	23191381.00-2	08/08/2018	CITY PROJECT 2017-17	437.73.5900.737.30300	4,832.50
EVERGREEN LAND SERVICES	00-11961	07/18/2018	6/21/18	437.44.5900.737.30700	240.00
EVERGREEN LAND SERVICES	00-11962	07/18/2018	6/21/18	437.44.5900.737.30700	443.87
EVERGREEN LAND SERVICES	00-11973	08/08/2018	7/24/18	437.44.5900.737.30700	424.08
EVERGREEN LAND SERVICES	00-11974	08/08/2018	7/24/18	437.44.5900.737.30700	320.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Heritage Pa	08/01/2018	Legal	437.44.5900.737.30420	5,248.08
STEVENS ENGINEERS INC	11533	07/18/2018	11533	437.44.5900.737.30300	2,451.95
WENCK ASSOCIATES, INC.	11804443	07/18/2018	B3619-0002	437.73.5900.737.30300	882.00
Fund: 437 - 2017 IMPROVEMENT FUND					14,842.48
BOLTON & MENK, INC.	0219194	08/08/2018	T18.116107	438.42.4200.423.30300	3,212.94
CITY OF SOUTH ST. PAUL	7/9/18	07/18/2018	PAPER SHRED EVENT	438.43.5500.446.30700	125.37
SHORT ELLIOTT HENDRICKSON, INC.	352610	07/25/2018	4340	438.73.5900.738.30300	3,999.20
SRF CONSULTING GROUP, INC	10970.01-1	08/08/2018	CITY PROJECT NO. 2018-08	438.42.4200.423.30300	45,777.21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SRF CONSULTING GROUP, INC	10970.01-2	08/08/2018	2018-08	438.42.4200.423.30300	12,040.65
SRF CONSULTING GROUP, INC	10970.02-2	08/08/2018	CITY PROJECT NO. 2018-11	438.42.4200.423.30300	743.27
Fund: 438 - 2018 IMPROVEMENT FUND					65,898.64
AMERICAN ENGINEERING TESTING, INC.	901987	08/08/2018	INV001	440.74.5900.740.30300	8,849.65
BARBARA J OSIECKI	7/13/18	07/25/2018	PERMANENT EASEMENT PAYM	440.74.5900.740.80100	7,300.00
BOLTON & MENK, INC.	0219193	08/08/2018	T18.116599	440.74.5900.740.30300	2,630.00
BRAUN INTERTEC CORPORATION	B136804	08/08/2018	B1711735	440.74.5900.740.30700	4,093.60
EVERGREEN LAND SERVICES	00-11963	08/08/2018	6/21/18	440.74.5900.740.30300	80.00
KIMLEY-HORN & ASSOCIATES, INC.	11457672	08/08/2018	160509021.3	440.74.5900.740.30300	10,091.18
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1509D Bro	08/01/2018	Legal	440.74.5900.740.30420	68.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1609E-Bar	08/01/2018	Legal	440.74.5900.740.30420	150.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1709E-93r	08/01/2018	Legal	440.74.5900.740.30420	403.00
MCNAMARA CONTRACTING INC	PAY VO. NO 2	07/25/2018	CITY PROJECT NO. 2015-09D	440.74.5900.740.80300	390,571.54
SHORT ELLIOTT HENDRICKSON, INC.	353008	08/08/2018	4340	440.74.5900.740.30300	5,354.40
SRF CONSULTING GROUP, INC	09278.00-16	08/08/2018	UPPER 55TH STREET PROJEC	440.74.5900.740.30300	136.71
STATE OF MN - DEPT. OF TRANS.	P00009198	08/08/2018	0000001298	440.74.5900.740.30300	142.84
Fund: 440 - PAVEMENT MANAGEMENT PROJ					429,871.42
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	441.74.5900.741.30550	3.75
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	441.74.5900.741.30550	0.31
Fund: 441 - STORM WATER MANAGEMENT					4.06
HOISINGTON KOEGLER GROUP INC.	018-028-1	07/25/2018	018-028	444.74.5900.744.30700	1,040.00
Fund: 444 - PARK CAPITAL REPLACEMENT					1,040.00
BOLTON & MENK, INC.	0219192	08/08/2018	T18.108658	446.74.5900.746.30300	130.00
BOLTON & MENK, INC.	0219192	08/08/2018	T18.108658	446.74.5900.746.30300	325.00
BOLTON & MENK, INC.	0219196	08/08/2018	T18.113208	446.74.5900.746.30300	3,460.00
DAKOTA CTY FINANCIAL SVCS	00031185	08/01/2018	P0001753	446.74.5900.746.30700	507,805.66
EVERGREEN LAND SERVICES	00-11942	08/08/2018	4/18/18	446.74.5900.746.30300	1,488.15
EVERGREEN LAND SERVICES	00-11946	08/08/2018	4/18/18	446.74.5900.746.30300	960.00
EVERGREEN LAND SERVICES	00-11960	08/08/2018	6/21/18	446.74.5900.746.30300	3,560.63
EVERGREEN LAND SERVICES	00-11972	08/08/2018	7/24/18	446.74.5900.746.30300	1,576.43
G.F. JEDLICKI, INC.	PAY VO. NO. 8	07/25/2018	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	29,810.23
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1503-65th	08/01/2018	Legal	446.74.5900.746.30420	478.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1608-Rour	08/01/2018	Legal	446.74.5900.746.30420	40.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 #1724 65th	08/01/2018	Legal	446.74.5900.746.30420	1,440.50
WSB & ASSOCIATES, INC.	5/22/18 12	07/25/2018	0-003599-000	446.74.5900.746.30300	55,467.00
WSB & ASSOCIATES, INC.	0-001702-270-8	08/08/2018	7/24/18	446.74.5900.746.30300	1,803.00
Fund: 446 - NW AREA					608,345.10
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 AmericInn L	08/01/2018	Legal	449.45.3000.419.30420	2,215.00
Fund: 449 - COMMUNITY PROPERTY					2,215.00
CITY OF WEST ST. PAUL	20180173	08/08/2018	VOLUNTEER 2ND QTR	451.75.5900.751.30700	103.90
JOEL CARLSON	AUGUST 2018	07/25/2018	7/16/18	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,103.90
BLACKBERRY POINTE APARTMENTS	1ST HALF 2018 BRENTW	07/18/2018	2018 BRENTWOOD HILLS TIF	453.57.9000.570.90100	144,926.74
BLACKBERRY POINTE APARTMENTS	1ST HALF 2018 BRENTW	07/18/2018	2018 BRENTWOOD HILLS TIF	453.57.9000.570.90200	17,162.27
Fund: 453 - SE QUADRANT TIF DIST 4-1					162,089.01
CITY OF BLOOMINGTON	1800142	07/25/2018	6/29/18	501.50.7100.512.30700	430.50
CORE & MAIN LP	J094837	07/25/2018	099872	501.50.7100.512.40043	260.00
CORE & MAIN LP	J132831	07/25/2018	099872	501.50.7100.512.40043	160.00
CORE & MAIN LP	J170028	08/01/2018	099872	501.50.7100.512.40043	170.00
CORE & MAIN LP	J218812	08/08/2018	099872	501.50.7100.512.60016	747.80
CSS	9609	08/08/2018	7/20/18	501.50.7100.512.60016	161.52
ELECTRIC FIRE & SECURITY	C1181	07/25/2018	CIT800	501.50.7100.512.40040	596.00
ELECTRIC FIRE & SECURITY	9997	08/01/2018	CIT800	501.50.7100.512.40040	135.00
FERGUSON WATERWORKS	0289100	08/08/2018	19122	501.50.7100.512.75500	2,592.09
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	501.50.7100.512.30550	49.58
GLENN LAWN CARE	1425	07/25/2018	0002	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	8060468	07/25/2018	MN00435	501.50.7100.512.30700	999.00
GRAINGER	9836563263	07/25/2018	806460150	501.50.7100.512.60011	21.12
HAWKINS, INC.	4324894	08/08/2018	108816	501.50.7100.512.60019	639.80
HYDRODESIGNS, INC	0047995-IN	07/25/2018	INVERGR	501.50.7100.512.30700	1,247.25
HYDRODESIGNS, INC	0048414-IN	08/08/2018	INVERGR	501.50.7100.512.30700	1,247.25
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	501.50.7100.512.40040	514.22
JB CONTROLS, INC.	1452	07/25/2018	6/27/18	501.50.7100.512.40040	475.47
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	501.207.2070200	6,438.32
NRG ENERGY INC	000857037001	08/08/2018	008000127767	501.50.7100.512.40020	3,661.76
NRG ENERGY INC	000857037008	08/08/2018	008000130189	501.50.7100.512.40020	17,476.70
NRG ENERGY INC	000857037009	08/08/2018	008000132271	501.50.7100.512.40020	7,916.49
NRG ENERGY INC	0008570377007	08/08/2018	008000127768	501.50.7100.512.40020	3,368.88
SHAPCO PRINTING	233586	08/01/2018	0585	501.50.7100.512.50032	5,953.00
SHERWIN-WILLIAMS	8391-4	07/25/2018	6682-5453-5	501.50.7100.512.60016	48.19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINT	842483314-198	08/01/2018	Telephone	501.50.7100.512.50020	69.98
SPRINT	842483314-199	08/01/2018	Telephone	501.50.7100.512.50020	70.38
SPRINT	842483314-200	08/01/2018	Telephone	501.50.7100.512.50020	69.98
TELVENT DTN, LLC	5372114	08/01/2018	0581425	501.50.7100.512.30700	912.00
TOTAL CONSTRUCTION & EQUIP.	5037	08/01/2018	WELL HOUSE #6	501.50.7100.512.40042	158.63
TYLER TECHNOLOGIES, INC	025-229072	07/18/2018	41443	501.50.7100.512.70440	980.00
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	501.50.7100.512.30550	9.66
VALLEY-RICH CO, INC	25711	07/25/2018	IGH	501.50.7100.512.40046	4,343.37
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	501.50.7100.512.50020	305.27
WARNING LITES OF MINNESOTA, INC.	201823	08/01/2018	INVE02	501.50.7100.512.40046	209.90
WATER CONSERVATION SERVICES INC	8697	07/25/2018	6/19/18	501.50.7100.512.40046	290.33
Fund: 501 - WATER UTILITY FUND					63,769.44
AUTOMATIC SYSTEMS CO.	32664	07/25/2018	INVE01	502.51.7200.514.40042	251.05
AUTOMATIC SYSTEMS CO.	32680	08/08/2018	INVE01	502.51.7200.514.40042	350.85
AUTOMATIC SYSTEMS CO.	32710	08/08/2018	INVE01	502.51.7200.514.40042	376.05
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001085625	08/08/2018	5084	502.51.7200.514.40015	158,711.74
NRG ENERGY INC	000857037001	08/08/2018	008000127767	502.51.7200.514.40020	14.42
NRG ENERGY INC	0008570377007	08/08/2018	008000127768	502.51.7200.514.40020	570.13
SEXTON COMPANY, THE	60856	08/08/2018	4115	502.51.7200.514.60045	383.05
TYLER TECHNOLOGIES, INC	025-229072	07/18/2018	41443	502.51.7200.514.70440	980.00
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	502.51.7200.514.30550	7.27
VIKING INDUSTRIAL CENTER	3141649	08/01/2018	103204	502.51.7200.514.40042	222.00
VIKING INDUSTRIAL CENTER	3141650	08/01/2018	103204	502.51.7200.514.40042	104.40
Fund: 502 - SEWER UTILITY FUND					161,994.19
ARTISAN BEER COMPANY	3277163	08/01/2018	125656	503.52.8300.524.76150	468.00
BREAKTHRU BEVERAGE MINNESOTA	1080818771	07/18/2018	102294	503.52.8300.524.76150	259.20
BREAKTHRU BEVERAGE MINNESOTA	1090873737	07/18/2018	102294	503.52.8300.524.76150	314.50
BREAKTHRU BEVERAGE MINNESOTA	1090876993	07/18/2018	102294	503.52.8300.524.76150	605.50
BREAKTHRU BEVERAGE MINNESOTA	1080825433	07/18/2018	102294	503.52.8300.524.76150	506.49
BREAKTHRU BEVERAGE MINNESOTA	1090879915	07/18/2018	102294	503.52.8300.524.76150	285.60
BREAKTHRU BEVERAGE MINNESOTA	1080826966	07/25/2018	102294	503.52.8300.524.76150	310.10
BREAKTHRU BEVERAGE MINNESOTA	1090882782	07/25/2018	102294	503.52.8300.524.76150	585.30
BREAKTHRU BEVERAGE MINNESOTA	1090885854	08/01/2018	102294	503.52.8300.524.76150	336.00
BREAKTHRU BEVERAGE MINNESOTA	1080835348	08/08/2018	102294	503.52.8300.524.76150	157.95
BREAKTHRU BEVERAGE MINNESOTA	1090888818	08/08/2018	102294	503.52.8300.524.76150	336.00
CLEVELAND GOLF/SRIXON	5390157B	08/08/2018	60186063	503.52.8200.523.76450	352.20
CLEVELAND GOLF/SRIXON	5434880	08/08/2018	10971	503.52.8200.523.76250	56.75
CLEVELAND GOLF/SRIXON	88465B	08/08/2018	CREDIT	503.52.8200.523.76450	(30.00)
COCA COLA BOTTLING COMPANY	3607204132	07/18/2018	6/27/18	503.52.8300.524.76100	795.96
COCA COLA BOTTLING COMPANY	3607204190	07/18/2018	7/5/18	503.52.8300.524.76100	1,144.49
COCA COLA BOTTLING COMPANY	3607204227	07/25/2018	7/11/18	503.52.8300.524.76100	1,088.31
COCA COLA BOTTLING COMPANY	3607204191	07/18/2018	7/5/18	503.52.8300.524.76100	(75.00)
COCA COLA BOTTLING COMPANY	3607204271	08/01/2018	7/18/18	503.52.8300.524.76100	1,037.52
COCA COLA BOTTLING COMPANY	3607204312	08/08/2018	7/25/18	503.52.8300.524.76100	988.65
COCA COLA BOTTLING COMPANY	3607204367	08/08/2018	8/1/18	503.52.8300.524.76100	837.44
COCA COLA BOTTLING COMPANY	3607204368	08/08/2018	8/1/18	503.52.8300.524.76100	(75.00)
COLLEGE CITY BEVERAGE	442-0002	07/18/2018	3592	503.52.8300.524.76150	511.70
COLLEGE CITY BEVERAGE	442-0064	07/18/2018	3592	503.52.8300.524.76150	517.10
COLLEGE CITY BEVERAGE	267-1664	07/25/2018	3592	503.52.8300.524.76150	478.50
COLLEGE CITY BEVERAGE	442-0186	08/01/2018	3592	503.52.8300.524.76150	226.00
COLLEGE CITY BEVERAGE	442-0257	08/08/2018	3592	503.52.8300.524.76150	283.60
COLLEGE CITY BEVERAGE	442-0319	08/08/2018	3592	503.52.8300.524.76150	408.70
COVERALL OF THE TWIN CITIES INC	7070252243	07/18/2018	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	201360-5 7/18	07/20/2018	Electric	503.52.8600.527.40020	208.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	503.52.8000.521.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	503.52.8600.527.30550	25.50
GERTENS	442427/1	07/25/2018	100464	503.52.8600.527.60020	121.96
HEGGIES PIZZA	962617562	07/18/2018	C224	503.52.8300.524.76050	101.50
HEGGIES PIZZA	171463426	07/18/2018	c224	503.52.8300.524.76050	106.35
HEGGIES PIZZA	378136572	08/01/2018	C224	503.52.8300.524.76050	129.25
JJ TAYLOR DIST. COMPANY OF MN	2863669	07/18/2018	00834	503.52.8300.524.76150	834.50
JJ TAYLOR DIST. COMPANY OF MN	2872241	08/08/2018	00834	503.52.8300.524.76100	380.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3272015	07/18/2018	125656	503.52.8300.524.76150	825.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3274788	07/18/2018	125656	503.52.8300.524.76150	436.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3275313	07/25/2018	125656	503.52.8300.524.76150	670.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3278769	08/08/2018	125656	503.52.8300.524.76150	576.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3280433	08/08/2018	7/31/18	503.52.8300.524.76150	763.00
M. AMUNDSON LLP	260992	07/18/2018	902858	503.52.8300.524.76050	200.10
M. AMUNDSON LLP	261440	07/18/2018	92858	503.52.8300.524.76050	171.00
M. AMUNDSON LLP	261805	07/25/2018	902858	503.52.8300.524.76050	199.90
M. AMUNDSON LLP	262256	08/01/2018	902858	503.52.8300.524.76050	124.00
M. AMUNDSON LLP	262652	08/08/2018	902858	503.52.8300.524.76050	155.60
M. AMUNDSON LLP	263149	08/08/2018	902858	503.52.8300.524.76050	210.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MANSFIELD OIL COMPANY	20825561	07/18/2018	24129	503.52.8600.527.60021	1,052.17
MANSFIELD OIL COMPANY	20835443	07/25/2018	24129	503.52.8600.527.60021	2,753.03
MANSFIELD OIL COMPANY	20835449	07/25/2018	24129	503.52.8600.527.60021	2,376.43
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	503.207.2070300	21,289.48
MN GOLF ASSOCIATION, INC.	5/18/18 45-0413-02	07/18/2018	5/18/18	503.52.8000.521.70250	3,475.00
MN GOLF ASSOCIATION, INC.	5/18/18 45-0413-03	07/18/2018	5/18/18	503.52.8000.521.70250	1,825.00
MN GOLF ASSOCIATION, INC.	5/18/18 45-0413-05	07/18/2018	5/18/18	503.52.8000.521.70250	75.00
MN GOLF ASSOCIATION, INC.	5/18/18 45-0413-08	07/18/2018	5/18/18	503.52.8000.521.70250	30.00
MTI DISTRIBUTING CO	1167076-00	08/08/2018	402307	503.52.8600.527.60008	1,323.68
MTI DISTRIBUTING CO	1177360-00	08/01/2018	402307	503.52.8600.527.40042	391.16
MTI DISTRIBUTING CO	1177360-01	08/01/2018	402307	503.52.8600.527.40042	50.72
MTI DISTRIBUTING CO	1177360-02	08/01/2018	402307	503.52.8600.527.40042	108.38
MTI DISTRIBUTING CO	1177570-00	08/01/2018	402307	503.52.8600.527.60050	320.43
MTI DISTRIBUTING CO	1178261-00	08/01/2018	402307	503.52.8600.527.40042	12.17
MTI DISTRIBUTING CO	1178261-01	08/01/2018	402307	503.52.8600.527.40042	46.56
MTI DISTRIBUTING CO	1178261-02	08/01/2018	402307	503.52.8600.527.60014	143.26
MTI DISTRIBUTING CO	1167473-00	08/08/2018	402307	503.52.8600.527.60008	(641.25)
NRG ENERGY INC	000857037001	08/08/2018	008000127767	503.52.8600.527.40020	101.80
PHILLIPS WINE & SPIRITS	2386553	07/25/2018	125656	503.52.8300.524.76150	79.60
PHILLIPS WINE & SPIRITS	2397622	08/08/2018	125656	503.52.8300.524.76150	114.50
PLAISTED COMPANIES, INC.	16750	07/25/2018	INW1	503.52.8600.527.60020	2,215.13
SOUTH BAY DESIGN	070218	07/18/2018	INVERWOOD	503.52.8500.526.50025	255.00
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	503.52.8000.521.30550	3.63
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	503.52.8600.527.30550	2.42
US FOODSERVICE	3935077	07/18/2018	03805983	503.52.8300.524.60065	270.92
US FOODSERVICE	3935077	07/18/2018	03805983	503.52.8300.524.76050	1,024.03
US FOODSERVICE	4058787	07/18/2018	03805983	503.52.8300.524.76050	543.98
US FOODSERVICE	4058787	07/18/2018	03805983	503.52.8300.524.76100	129.22
US FOODSERVICE	4058789	07/18/2018	03805983	503.52.8300.524.60065	14.17
US FOODSERVICE	4181404	07/18/2018	03805983	503.52.8300.524.76050	855.12
US FOODSERVICE	4181404	07/18/2018	03805983	503.52.8300.524.76100	160.88
US FOODSERVICE	4310620	08/01/2018	03805983	503.52.8300.524.76050	537.13
US FOODSERVICE	03805983	08/01/2018	4356799	503.52.8300.524.60065	177.20
US FOODSERVICE	03805983	08/01/2018	4356799	503.52.8300.524.76050	271.90
US FOODSERVICE	4435863	08/08/2018	03803983	503.52.8300.524.76050	1,041.01
US FOODSERVICE	4565627	08/08/2018	03805983	503.52.8300.524.60065	212.16
US FOODSERVICE	4565627	08/08/2018	03805983	503.52.8300.524.76050	765.00
US FOODSERVICE	4565627	08/08/2018	03805983	503.52.8300.524.76100	9.93
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	503.52.8500.526.50020	204.97
WINZER CORPORATION	6162411	08/01/2018	177723	503.52.8600.527.60012	204.16
YAMAHA GOLF & UTILITY, INC.	01-216656	08/01/2018	INVERWOOD	503.52.8600.527.40042	83.83
Fund: 503 - INVER WOOD GOLF COURSE					63,998.34
BJORKLUND COMPENSATION CONSULTING, LL	00003922	08/01/2018	7/18/18	602.00.2100.415.30700	480.00
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	602.00.2100.415.30550	2.15
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	602.00.2100.415.40048	1.24
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	602.00.2100.415.30550	0.18
Fund: 602 - RISK MANAGEMENT					483.57
ABM EQUIPMENT & SUPPLY	0156544-IN	07/25/2018	0126850	603.00.5300.444.40041	5,907.83
ADVANCED SPORTSWEAR, INC.	57688	07/25/2018	5/18/18	603.00.5300.444.60045	534.00
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004162473	07/25/2018	14649	603.00.5300.444.60012	379.98
C-AIRE INC	142060	07/25/2018	55077C	603.00.5300.444.40040	962.57
CENTENNIAL GLASS	100008169	08/01/2018	7/24/18	603.00.5300.444.40041	140.00
CLAREY'S SAFETY EQUIPMENT	177914	07/25/2018	090515	603.00.5300.444.40065	183.95
ELECTRIC FIRE & SECURITY	9695	07/23/2018	CIT800	603.00.5300.444.40040	135.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW062818-2	07/25/2018	6/28/18	603.00.5300.444.40041	33.92
FROST INC.	4420	08/01/2018	6/29/18	603.00.5300.444.80400	3,023.15
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	603.00.5300.444.30550	12.74
GERLACH OUTDOOR POWER EQUIP	156101	07/25/2018	109185	603.00.5300.444.40041	165.18
GERLACH OUTDOOR POWER EQUIP	156628	07/25/2018	109185	603.00.5300.444.40041	120.08
GERTENS	32213/6	08/01/2018	103566	603.00.5300.444.40040	101.75
INVER GROVE FORD	6254497/1	07/25/2018	4/18/18	603.00.5300.444.40041	119.99
INVER GROVE FORD	6260287/1	07/25/2018	6/25/18	603.00.5300.444.40041	403.63
INVER GROVE FORD	5254871	07/25/2018	7/2/18	603.00.5300.444.40041	28.36
INVER GROVE FORD	5255011	07/25/2018	7/5/18	603.00.5300.444.40041	156.25
INVER GROVE FORD	5255066	07/25/2018	7/6/18	603.00.5300.444.40041	30.21
INVER GROVE FORD	5255252	07/25/2018	7/10/18	603.00.5300.444.40041	569.17
INVER GROVE FORD	5255309	07/25/2018	7/11/18	603.00.5300.444.40041	34.68
INVER GROVE FORD	5255371	08/01/2018	7/12/18	603.00.5300.444.40041	(75.00)
INVER GROVE FORD	6261862/1	08/01/2018	7/13/18	603.00.5300.444.40041	466.77
INVER GROVE FORD	5255676	08/01/2018	7/18/18	603.00.5300.444.40041	75.64
INVER GROVE FORD	5255691	08/01/2018	7/18/18	603.00.5300.444.40041	42.53
INVER GROVE FORD	5255692	08/01/2018	7/18/18	603.00.5300.444.40041	(75.64)
INVER GROVE FORD	5255745	08/01/2018	7/18/18	603.00.5300.444.40041	48.29
INVER GROVE FORD	5255803	08/01/2018	7/19/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5255863	08/01/2018	7/20/18	603.00.5300.444.40041	44.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5255884	08/01/2018	7/20/18	603.00.5300.444.40041	116.31
INVER GROVE FORD	5255913	08/01/2018	7/23/18	603.00.5300.444.40041	35.01
INVER GROVE FORD	5255916	08/01/2018	7/23/18	603.00.5300.444.40041	44.23
INVER GROVE FORD	5255917	08/01/2018	7/23/18	603.00.5300.444.40041	80.59
INVER GROVE FORD	5255924	08/01/2018	7/23/18	603.00.5300.444.40041	345.00
INVER GROVE FORD	5255945	08/01/2018	7/23/18	603.00.5300.444.40041	28.36
INVER GROVE FORD	5256069	08/01/2018	7/25/18	603.00.5300.444.40041	143.20
INVER GROVE FORD	5256070	08/01/2018	7/25/18	603.00.5300.444.40041	9.75
INVER GROVE FORD	5256082	08/01/2018	7/25/18	603.00.5300.444.40041	39.61
INVER GROVE FORD	5256088	08/01/2018	7/25/18	603.00.5300.444.40041	97.32
INVER GROVE FORD	5256096	08/01/2018	7/25/18	603.00.5300.444.40041	141.40
INVER GROVE FORD	5256114	08/01/2018	7/20/18	603.00.5300.444.40041	186.02
KIMBALL MIDWEST	6449661	07/25/2018	222006	603.00.5300.444.60040	477.76
KIMBALL MIDWEST	6479901	08/01/2018	222006	603.00.5300.444.60012	359.70
KREMER SERVICES LLC	57044	07/25/2018	82438	603.00.5300.444.40041	2,630.73
L.T.G. POWER EQUIPMENT	222799	06/20/2018	5656	603.00.5300.444.40041	(200.00)
L.T.G. POWER EQUIPMENT	224418	06/20/2018	5656	603.00.5300.444.40041	60.45
L.T.G. POWER EQUIPMENT	225912	07/25/2018	5656	603.00.5300.444.40041	400.00
L.T.G. POWER EQUIPMENT	225925	07/25/2018	5656	603.00.5300.444.40041	60.28
L.T.G. POWER EQUIPMENT	225965	07/25/2018	5656	603.00.5300.444.40041	3.54
LANO EQUIPMENT, INC.	01-571547	07/25/2018	4502557	603.00.5300.444.40041	187.16
LANO EQUIPMENT, INC.	02-573360	07/25/2018	CITYINVERGROVE	603.00.5300.444.40041	34.48
MANSFIELD OIL COMPANY	862755	07/25/2018	23866-02-862755	603.140.1450060	6,903.28
MANSFIELD OIL COMPANY	864972	07/25/2018	23866-01-864972	603.140.1450060	3,442.50
MANSFIELD OIL COMPANY	883902	07/25/2018	23866-01-883902	603.140.1450060	5,628.03
MANSFIELD OIL COMPANY	883904	07/25/2018	23866-01-883904	603.140.1450060	10,280.27
MANSFIELD OIL COMPANY	887824	07/25/2018	23866-01-887824	603.140.1450060	1,184.02
MANSFIELD OIL COMPANY	887846	07/25/2018	23866-01-887846	603.140.1450060	1,429.83
METRO JANITORIAL SUPPLY INC	11014824	07/25/2018	6/8/18	603.00.5300.444.60011	410.75
METRO JANITORIAL SUPPLY INC	11014836	07/25/2018	6/26/18	603.00.5300.444.60011	101.28
MID CITY SERVICES, INC.	83305	07/25/2018	7/6/18	603.00.5300.444.40065	45.75
MID CITY SERVICES, INC.	85404	08/01/2018	7/20/18	603.00.5300.444.40065	45.75
MTI DISTRIBUTING CO	1157825-00	08/01/2018	91180	603.00.5300.444.80400	19,816.60
MTI DISTRIBUTING CO	1157825-01	08/01/2018	91180	603.00.5300.444.80400	13,654.00
MTI DISTRIBUTING CO	1174990-00	08/01/2018	91180	603.00.5300.444.40041	129.00
MTI DISTRIBUTING CO	1176799-00	07/25/2018	91180	603.00.5300.444.40041	40.24
MTI DISTRIBUTING CO	1176999-00	08/01/2018	91180	603.00.5300.444.40041	206.26
NRG ENERGY INC	000857037008	08/08/2018	008000130189	603.00.5300.444.40020	2,535.03
NUSS TRUCK AND EQUIPMENT	7120352P	07/25/2018	38679B	603.00.5300.444.40041	422.28
NUSS TRUCK AND EQUIPMENT	4560752P	08/01/2018	38679B	603.00.5300.444.40041	1,329.08
NUSS TRUCK AND EQUIPMENT	4560754P	08/01/2018	38679B	603.00.5300.444.40041	848.24
NUSS TRUCK AND EQUIPMENT	4561634P	08/01/2018	38679B	603.00.5300.444.40041	71.46
O' REILLY AUTO PARTS	1767-337580	07/18/2018	1578028	603.00.5300.444.40041	12.58
O' REILLY AUTO PARTS	1767-337741	07/18/2018	1578028	603.140.1450050	82.44
O' REILLY AUTO PARTS	1767-337783	07/18/2018	1578028	603.00.5300.444.40041	19.47
O' REILLY AUTO PARTS	1767-337784	07/18/2018	1578028	603.140.1450050	4.92
O' REILLY AUTO PARTS	1767-337785	07/18/2018	1578028	603.00.5300.444.40041	72.30
O' REILLY AUTO PARTS	1767-337917	07/18/2018	1578028	603.00.5300.444.40041	42.97
O' REILLY AUTO PARTS	1767-337923	07/18/2018	1578028	603.00.5300.444.40041	43.77
O' REILLY AUTO PARTS	1767-337936	07/18/2018	1578028	603.00.5300.444.40041	308.93
O' REILLY AUTO PARTS	1767-338161	07/18/2018	1578028	603.00.5300.444.40041	112.35
O' REILLY AUTO PARTS	1767-338164	07/18/2018	1578028	603.140.1450050	128.80
O' REILLY AUTO PARTS	1767-338982	07/18/2018	1578028	603.00.5300.444.40041	16.68
O' REILLY AUTO PARTS	1767-338983	07/18/2018	1578028	603.00.5300.444.40041	96.38
O' REILLY AUTO PARTS	1767-338990	07/18/2018	1578028	603.00.5300.444.40041	123.14
O' REILLY AUTO PARTS	1767-339263	07/18/2018	1578028	603.00.5300.444.60012	314.00
O' REILLY AUTO PARTS	1767-339263	07/18/2018	1578028	603.140.1450050	337.10
O' REILLY AUTO PARTS	1767-339848	07/18/2018	1578028	603.140.1450050	36.05
O' REILLY AUTO PARTS	1767-340400	07/25/2018	1578028	603.140.1450050	38.76
O' REILLY AUTO PARTS	1767-340455	07/25/2018	1578028	603.140.1450050	11.50
O' REILLY AUTO PARTS	1767-340463	07/25/2018	1578028	603.140.1450050	29.70
O' REILLY AUTO PARTS	1767-340478	07/25/2018	1578028	603.00.5300.444.40041	8.31
O' REILLY AUTO PARTS	1767-340621	07/25/2018	1578028	603.00.5300.444.40041	37.79
O' REILLY AUTO PARTS	1767-340678	07/25/2018	1578028	603.00.5300.444.40041	11.42
O' REILLY AUTO PARTS	1767-340685	07/25/2018	1578028	603.00.5300.444.40041	5.53
O' REILLY AUTO PARTS	1767-340869	07/25/2018	1578028	603.00.5300.444.60012	9.80
O' REILLY AUTO PARTS	1767-342107	08/01/2018	1578028	603.00.5300.444.40041	224.89
O' REILLY AUTO PARTS	1767-337947	07/18/2018	1578028	603.00.5300.444.40041	(72.30)
O' REILLY AUTO PARTS	1767-338246	07/18/2018	1578028	603.00.5300.444.40041	(35.00)
O' REILLY AUTO PARTS	1767-342572	08/01/2018	1578028	603.140.1450050	20.98
O' REILLY AUTO PARTS	1767-342573	08/01/2018	1578028	603.00.5300.444.40041	26.78
O' REILLY AUTO PARTS	1767-342806	08/01/2018	1578028	603.140.1450050	52.54
O' REILLY AUTO PARTS	1767-342810	08/01/2018	1578028	603.140.1450050	11.40
O' REILLY AUTO PARTS	1767-342818	08/01/2018	1578028	603.140.1450050	7.58
O' REILLY AUTO PARTS	1767-343351	08/01/2018	1578028	603.140.1450050	111.55
O' REILLY AUTO PARTS	1767-343578	08/01/2018	1578028	603.00.5300.444.40041	16.29
O' REILLY AUTO PARTS	1767-343584	08/01/2018	1578028	603.00.5300.444.40041	5.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	1767-343584	08/01/2018	1578028	603.140.1450050	7.30
O' REILLY AUTO PARTS	1767-343617	08/01/2018	1578028	603.00.5300.444.40041	37.51
O' REILLY AUTO PARTS	1767-343680	08/01/2018	1578028	603.140.1450050	28.82
O' REILLY AUTO PARTS	1767-343704	08/01/2018	1578028	603.140.1450050	79.17
O' REILLY AUTO PARTS	1767-340683	07/25/2018	1578028	603.00.5300.444.40041	(11.42)
O' REILLY AUTO PARTS	1767-343822	08/01/2018	1578028	603.00.5300.444.60012	13.99
O' REILLY AUTO PARTS	1767-343825	08/01/2018	1578028	603.00.5300.444.60012	39.98
O' REILLY AUTO PARTS	1767-343832	08/01/2018	1578028	603.00.5300.444.60012	28.00
O' REILLY AUTO PARTS	1767-342336	08/01/2018	1578028	603.00.5300.444.40041	(38.00)
PERFECTION PLUS, INC	1128714	07/18/2018	JUNE 2018	603.00.5300.444.40040	442.00
PERFECTION PLUS, INC	1128770	08/01/2018	JUNE 2018	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980049681	08/01/2018	4502557	603.00.5300.444.40041	79.50
POMP'S TIRE SERVICE, INC.	980049758	07/25/2018	4502557	603.00.5300.444.60014	234.72
POMP'S TIRE SERVICE, INC.	980050332	08/01/2018	4502557	603.140.1450050	798.12
POMP'S TIRE SERVICE, INC.	980050337	08/01/2018	4502557	603.00.5300.444.40041	482.32
RTD POWER WASHING, INC.	7/21/18	08/01/2018	7/21/18	603.00.5300.444.40041	480.00
SUMMIT COMPANIES	2130-993821	07/25/2018	CITYIGHX	603.00.5300.444.40040	240.00
UNIFIRST CORPORATION	090 0428588	07/25/2018	1051948	603.00.5300.444.40065	169.94
UNIFIRST CORPORATION	090 0428588	07/25/2018	1051948	603.00.5300.444.60045	38.23
UNIFIRST CORPORATION	090 0430821	07/25/2018	1051948	603.00.5300.444.40065	171.04
UNIFIRST CORPORATION	090 0430821	07/25/2018	1051948	603.00.5300.444.60045	38.23
UNIFIRST CORPORATION	090 0431902	08/01/2018	1051948	603.00.5300.444.40065	171.26
UNIFIRST CORPORATION	090 0431902	08/01/2018	1051948	603.00.5300.444.60045	45.43
UNIFIRST CORPORATION	090 0429696	07/25/2018	1051948	603.00.5300.444.40065	171.04
UNIFIRST CORPORATION	090 0429696	07/25/2018	1051948	603.00.5300.444.60045	38.23
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	603.00.5300.444.30550	2.42
VERIZON WIRELESS	9809674191	08/01/2018	Telephone	603.00.5300.444.50020	109.76
WORLD FUEL SERVICES	8999315499-41801	08/01/2018	112741	603.00.5300.444.40041	45.77
WORLD FUEL SERVICES	9772112421-41801	08/01/2018	112741	603.140.1450050	1,340.53
WORLD FUEL SERVICES	9781833137-41801	08/01/2018	112741	603.00.5300.444.40041	132.55
WORLD FUEL SERVICES	10855972255-41801	08/01/2018	112741	603.00.5300.444.40041	(45.77)
WORLD FUEL SERVICES	11811032602-41801	08/01/2018	112741	603.140.1450050	1,592.83
ZIEGLER INC	PC001986731	08/01/2018	4069900	603.00.5300.444.40041	326.26
Fund: 603 - CENTRAL EQUIPMENT					97,486.73
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	604.00.2200.416.60005	59.98
INNOVATIVE OFFICE SOLUTIONS	SUM-040776	07/18/2018	S28777	604.00.2200.416.60010	2,692.39
NEOPOST USA INC	15459456	08/01/2018	7/18/18	604.00.2200.416.60010	221.49
US BANCORP EQUIPMENT FINANCE, INC.	360900500	07/25/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					5,528.86
AEP ONSITE PARTNERS, LLC	419-21132366	07/18/2018	7/6/18	605.00.7500.460.40020	2,623.14
CULLIGAN	6/30/18 157-98503022-8	07/18/2018	157-98503022-8	605.00.7500.460.60011	71.48
FLUID INTERIORS LLC	60125	08/08/2018	22849	605.00.7500.460.40040	11,951.54
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4105427	07/18/2018	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4112971	08/01/2018	100075	605.00.7500.460.40065	120.49
LONE OAK COMPANIES	78956	07/18/2018	6/28/18	605.00.7500.460.50035	472.27
MAS COMMUNICATIONS	180700050101	07/18/2018	7/1/18	605.00.7500.460.40040	48.20
PERFECTION PLUS, INC	1128714	07/18/2018	JUNE 2018	605.00.7500.460.40040	4,512.08
PERFECTION PLUS, INC	1128770	08/01/2018	JUNE 2018	605.00.7500.460.40040	4,512.08
Fund: 605 - CITY FACILITIES					24,433.00
CDW GOVERNMENT INC	NDL0504	07/25/2018	2394832	606.00.1400.413.50020	112.42
CDW GOVERNMENT INC	NHL2120	08/01/2018	2394832	606.00.1400.413.60041	631.60
CDW GOVERNMENT INC	NHV0750	08/01/2018	2394832	606.00.1400.413.60041	4,263.10
CDW GOVERNMENT INC	NKT4045	08/01/2018	2394832	606.00.1400.413.60041	424.56
CDW GOVERNMENT INC	NKX3689	08/01/2018	2394832	606.00.1400.413.60041	552.50
DAKOTA CTY FINANCIAL SVCS	00030936	07/25/2018	P0001753	606.00.1400.413.30700	500.00
GENESIS EMPLOYEE BENEFITS, INC	IN1297873	08/01/2018	Payroll	606.00.1400.413.30550	30.05
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	606.00.1400.413.50030	0.11
MN DEPT OF REVENUE	Jun-18	07/20/2018	Taxes	606.00.1400.413.60041	55.10
OFFICE OF MN. IT SERVICES	DV18060497	07/25/2018	200B00171	606.00.1400.413.50070	310.00
TDS METROCOM	7/13/18 651 457 7490	07/25/2018	651 457 7490	606.00.1400.413.50020	171.72
UNITED STATES TREASURY	2018 Form 720	07/25/2018	Payroll	606.00.1400.413.30550	6.05
Fund: 606 - TECHNOLOGY FUND					7,057.21
AMERICINN HOTELS & SUITES	7/2/18	07/25/2018	ESCROW REFUND	702.229.2297302	571.49
BARR ENGINEERING COMPANY	23190328.17-11	08/08/2018	2017 PROJECT REVIEWS	702.229.2285702	217.00
BARR ENGINEERING COMPANY	23190328.17-11	08/08/2018	2017 PROJECT REVIEWS	702.229.2286102	228.00
BOLTON & MENK, INC.	0219195	08/08/2018	T18.116096	702.229.2293402	195.00
CITIZEN OBSERVER LLC	8621-852618	08/01/2018	TIP411 SELECT	702.229.2291000	3,900.00
CULLIGAN	6/30/18 157-98473242-8	07/18/2018	157-98473242-8	702.229.2286300	51.55
EHLERS AND ASSOCIATES, INC.	77424	07/18/2018	7/10/18	702.229.2288101	3,355.00
EMMONS & OLIVIER RESOURCES	00095-0058-3	08/08/2018	00095-0058	702.229.2284602	998.50
EMMONS & OLIVIER RESOURCES	00095-0057-2	08/08/2018	00095-0057	702.229.2287302	862.04
HEALTHTEAST VEHICLE SERVICES	24972	07/25/2018	6/1/18	702.229.2291000	4,932.75
HEALTHTEAST VEHICLE SERVICES	24973	07/25/2018	6/1/18	702.229.2291000	434.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HEALTHEAST VEHICLE SERVICES	24975	07/25/2018	6/1/18	702.229.2291000	3,821.82
HEALTHEAST VEHICLE SERVICES	25037	07/25/2018	6/29/18	702.229.2291000	322.11
HEALTHEAST VEHICLE SERVICES	25038	07/25/2018	6/29/18	702.229.2291000	301.38
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Argenta Hill	08/01/2018	Legal	702.229.2288101	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Blackstone	08/01/2018	Legal	702.229.2282202	278.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Conoryea E	08/01/2018	Legal	702.229.2306702	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Dalglish Cus	08/01/2018	Legal	702.229.2304702	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture- J	08/01/2018	Legal	702.229.2291000	144.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture- L	08/01/2018	Legal	702.229.2291000	116.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture- V	08/01/2018	Legal	702.229.2291000	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-A	08/01/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-J	08/01/2018	Legal	702.229.2291000	168.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-M	08/01/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-N	08/01/2018	Legal	702.229.2291000	36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-S	08/01/2018	Legal	702.229.2291000	96.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Forfeiture-T	08/01/2018	Legal	702.229.2291000	108.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Holiday Gas	08/01/2018	Legal	702.229.2293402	189.50
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Industrial Ec	08/01/2018	Legal	702.229.2291802	2,163.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Kamish Exc	08/01/2018	Legal	702.229.2283801	5,707.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Police-Forfe	08/01/2018	Legal	702.229.2291000	1,492.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Robert Curv	08/01/2018	Legal	702.229.2285901	1,669.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Tollberg Hoi	08/01/2018	Legal	702.229.2305602	298.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Toyota Deal	08/01/2018	Legal	702.229.2293102	590.25
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 United Prop	08/01/2018	Legal	702.229.2282100	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E 43281 Van Custom	08/01/2018	Legal	702.229.2306202	110.00
MAX STEININGER, INC.	7/18/18	08/08/2018	7/18/18	702.229.2299401	2,709.92
NORWAY BUILDERS, INC.	7/24/18	08/01/2018	ESCROW REDUC. 4864 BOYD	702.229.2301101	9,000.00
NORWAY BUILDERS, INC.	7/24/18 B	08/01/2018	ESCROW RELEASE 4864 BOYD	702.229.2300301	1,993.50
RAMSEY COUNTY SHERIFF'S DEPT	62VB1Z620900118	08/08/2018	JASON SLATER	702.229.2291000	200.00
SAFETY SIGNS	181738	08/08/2018	6/15/18	702.229.2304602	315.00
SHORT ELLIOTT HENDRICKSON, INC.	353392	07/25/2018	4340	702.229.2298602	337.06
SPOTTS, JOSHUA	8/2/18	08/08/2018	ESCROW RELEASE 4709 BABC	702.229.2286002	759.68
WITTMIER, SYDNEY OR JOSHUA	7/31/18	08/08/2018	ESCROW RELEASE 22122 94TF	702.229.2300802	1,000.00
Fund: 702 - ESCROW FUND					50,106.46
Grand Total					3,176,006.21

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of Extension Liquor License Permit for Drkula's Bowl, 6710 Cahill Avenue East**Meeting Date:** August 13, 2018**Item Type:** Consent Agenda**Contact:** Michelle Tesser, 651-450-2513**Prepared by:** Michelle Tesser, City Clerk**Reviewed by:** Michelle Tesser, City Clerk**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 Request of Drkula's Bowl, 6710 Cahill Avenue East to extend their existing Liquor License sales area to a designed outdoor area temporarily during the dates of September 6 through September 9, 2018.

SUMMARY:

Tim Drkula has made a request to extend the liquor sales area of Drkula's Bowl to the parking lot temporarily during the dates of September 6 through September 9, 2018. No alcoholic beverages will be consumed outside of the enclosed area, and colored wristbands will be utilized for age verification purposes. Security personnel will be on-hand throughout the events.

Tim Drkula will continue to work with Commander Josh Otis and Fire Marshall Jeff Schadeegg as the event date nears to make sure they meet requirements before and during the proposed outdoor sales along with meeting other safety issues related to the event.



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

LIQUOR LICENSE EXTENSION APPLICATION

Business Information:

Name: Drtula's Bowl

Address: 6710 Cahill Ave. E

Business Contact Number: 651-451-1717

Contact Information:

Name (Last): Drtula (First): Tim

Address: 6710 Cahill Ave. E

City: I.G.H. State: MN Zip Code: 55076

Contact Number: (Business): 651-451-1717 (Cell): 651-329-0416

Event Information:

Date(s) of event: Sept. 7th, 8th, 9th of 2018

Reason for Event:

I.G.H. Days

Event Affiliation:

Is the event affiliated with organization (corporate, community, nonprofit, etc...)?

☒ Yes ☐ No

If yes, please list those affiliation(s): I.G.H. Days Committee

Previous Events:

Has the City of Inver Grove Heights approved for this type of event before?

☒ Yes ☐ No

If yes, please provide the date of the previous event:

1. Sept. 8 & 9th 2017

By signing this application, I have completed this application document and agree the information provided is accurate to the best of my ability. I also understand that the application can be denied:

[Signature]

Applicant's Signature

6-27-18

Date

Scale 0.25'=5'

Drkula's Bowl

Key

Barricade- 8' Bike

Tent

IGH Days

Tent Layout

N



Court 3

Court 2

Exit

Exit

Bathrooms

Beverage sales

20'

Exit

--8'--

20'

emergency
vehicle
drive through

Century
Tent
60' x 70"

Stage

Court 1

Main
Entrance

Exit

20'

No Parking

Drkula's Bowl
6710 Cahill Ave E.
Inver Grove Heights., MN
(651) 451-1717

6-25-18

To Whom It May Concern,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Thursday Sept. 6th from 5:00pm to 10:00pm.

This event is put on by Joe Atkins. He has a private gathering from 5:00 to 7:00 and then open's it to the community from 7:00 to 10pm. From previous years, we are estimating about 75 to 100 people in attendance. He will be hiring a different restaurant to provide the food service.

There will be live music from 7:00 and stopping at 10pm sharp. They will be playing on a smaller sound system than the Friday night and Saturday night's bands play on.

This is an all age's event and the carding process is at the point of sale, just like we do inside the bowling center. We also have security staff observing.

We will be using the tent that is used for IGH Day's. Apres Event & Tent Rental would professionally set up the tent. The entire tent will be enclosed by 8' metal barricades with required emergency exits. These exist area's will be marked with a lighted exit sign.

We will be serving a combination of beer & wine and non-alcoholic beverages. Our security and bar staff will be checking ID's, monitoring the crowd's and watching the tent barricades. The security personnel we hire are current and former security staff at Drkula's or they have experience with event security.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. Any questions or concerns you can contact me at
(651) 329-0416.

Yours Truly,

Drkula's Bowl
6710 Cahill Ave E.
Inver Grove Heights., MN
(651) 451-1717

6-25-18

To City Council & Staff,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Friday Sept. 7th from 6:00 to 12:30am & Sat. Sept. 8th from 12:00pm to 12:30am.

We are planning to have a professional wrestling event under the tent on Saturday after the parade.

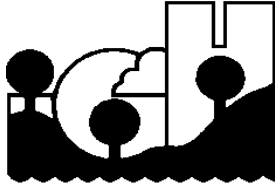
The band would play from 7:30pm to 12:00am on Friday and Saturday. There is a half a hour difference between the band and the liquor sales time for a buffer time to clear the audience from the parking lot. This time would help the flow of traffic from the parking lot.

This year again we are getting a tent for the street dance. Apres Event & Tent Rental would professionally set up the tent. With the tent, weather would not be an issue. I will work with the Fire Marshall and will follow all the codes that are required with a tented event.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. All plans for this event will be submitted to the Public Safety Director, Fire Marshall and City Attorney. Any questions or concerns you can contact me at (651) 329-0416.

Yours Truly,

Tim Drkula
Vice President



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: City Clerk Michelle Tesser

FROM: Commander J. Otis

SUBJECT: Review of Drkula's 2018 Liquor License Extension Application

DATE: July 26, 2018

The Police Department has reviewed Drkula's Bowl liquor license extension application and found Drkula's Bowl has met the requirements for the Police Department. The Police Department has no issue for this request to be presented to the City Council for approval for the following dates; September 6th, 7th, and 8th.

Reminder for Drkula's Bowl, on the first day of their events; September 6th, 2018, a Police Department representative will conduct an inspection before the event start time to make sure the plan Drkula's Bowl submitted was followed. If there are issues found, those issues must be corrected before the event starts. If the issues are not corrected, the Police Department will shut the event down until all the issues are corrected. The Police Department will periodically patrol the event as it is occurring to make sure no violations are occurring. If violations are observed during the event, the event may be shut down and/or citations may be issued.



MEMORANDUM

TO: NDC4 Member Cities
FROM: Jodie Miller, NDC4 Executive Director
SUBJECT: Comcast Franchise Renewal – Northern Dakota County Cable Communications Commission (NDC4)
DATE: July 18, 2018

The Existing Franchise

In January of 2000, the NDC4 Member Cities granted nearly identical nonexclusive cable franchise agreements to Comcast, each with 15-year franchise terms. In the summer of 2012 Comcast requested renewal of the franchises in accordance with the federal Cable Act.

Needs Assessment Process

In 2013 and 2014, NDC4 conducted a detailed and comprehensive needs assessment process for the purpose of identifying the future cable-related community needs and interests of the NDC4 Member Cities and reviewing the performance of Comcast under the Franchise.

Transfer Request and CenturyLink Franchise

In June of 2014, Comcast requested to transfer the cable system to a new entity, however, that request was terminated by Comcast in April 2015. In February 2015 NDC4 and its Member Cities received a request for a competing cable franchise from CenturyLink. NDC4 processed CenturyLink's request for a franchise, and in March 2016 each of the seven NDC4 Member Cities granted a competitive cable franchise to CenturyLink.

Extensions of Comcast Franchise

In 2015 the NDC4 Member Cities each granted an extension of Comcast's existing franchise term through March 31, 2016. Since that time three (3) additional extensions of Comcast's existing franchise term were granted: 1) through March 31, 2017; 2) through December 31, 2017; and 3) through July 31, 2018.

Status of Renewal Process

Despite numerous meetings, the NDC4 staff and Comcast representatives have been unable to reach agreement on several significant issues. Therefore, at the NDC4 Full Commission meeting

on February 7, 2018, the NDC4 staff was directed to begin preparation of formal renewal documents required under the Cable Act. At its April 4, 2018, meeting the NDC4 Commission approved the Formal Needs Assessment Report and Request for Formal Renewal Proposal, which established a deadline of July 16, 2018, for Comcast to provide its response to the formal renewal request. On June 28, 2018, Comcast requested a 30-day extension to provide its response to the formal renewal request, and on June 29, 2018, NDC4 granted Comcast's extension. The new deadline for Comcast's response to the formal renewal request is August 15, 2018.

NDC4 Staff Recommendation

The NDC4 staff recommends another extension of Comcast's existing franchise term through and including March 31, 2019. We are recommending the end of the first quarter of 2019 as the extension date in order to allow sufficient time for the parties to complete the renewal process. It is certainly possible that the parties could complete informal renewal prior to that date, but if the parties are unsuccessful, further extensions of the franchise could become necessary to facilitate completion of the formal renewal process.

Please feel free to call me or e-mail me if you need further information or would like me or our legal counsel to attend a briefing, work session, or council meeting. We have provided a draft Resolution for each Member City's consideration.

Thank you for your ongoing support and participation in the NDC4 Cable Commission!

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA GRANTING COMCAST OF ST. PAUL, INC., A FRANCHISE EXTENSION TO MARCH 31, 2019

WHEREAS, on or about April 1, 2000, the City of Inver Grove Heights, Minnesota, (“City”) granted a Cable Television Franchise Ordinance (“Franchise”) which is currently held by Comcast of St. Paul, Inc. (“Comcast”); and

WHEREAS, Comcast has requested renewal of the Franchise; and

WHEREAS, the initial term of the Franchise was extended by the City on March 23, 2015, when the City adopted Resolution No. 15-55, which extended the term of the Franchise until March 31, 2016; and

WHEREAS, Comcast executed Resolution No. 15-55 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, the Franchise was extended by the City on April 11, 2016, when the City adopted Resolution No. 16-55, which extended the term of the Franchise until March 31, 2017; and

WHEREAS, Comcast executed Resolution No. 16-55 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, the Franchise was extended by the City on March 13, 2017, when the City adopted Resolution No. 17-40, which extended the term of the Franchise until December 31, 2017; and

WHEREAS, Comcast executed Resolution No. 17-40 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, the Franchise was extended by the City on January 8, 2018, when the City adopted Resolution No. 18-02, which extended the term of the Franchise until July 31, 2018; and

WHEREAS, Comcast executed Resolution No. 18-02 and agreed to continue complying with the Franchise, as amended; and

WHEREAS, both the City and Comcast desire to reserve all of their respective rights under state and federal law regarding the franchise renewal process, specifically all rights provided by 47 U.S.C. § 546.

NOW, THEREFORE, the City of Inver Grove Heights, Minnesota, hereby resolves as follows:

1. The Franchise is hereby amended by extending the term of the Franchise from August 1, 2018 through and including March 31, 2019, unless earlier renewed by the parties.

2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.

3. The City and Comcast hereby agree that neither party waives any rights either may have under the Franchise or applicable law.

4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the City; and (2) Comcast's acceptance of this Resolution.

Adopted by the City of Inver Grove Heights, Minnesota, this _____ day of _____, 2018.

ATTEST:

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____

By: _____

Its: _____

ACCEPTANCE AND AGREEMENT

Comcast of St. Paul, Inc. hereby accepts this Resolution No. _____
("Resolution") and hereby accepts the terms, provisions and recitals of the Resolution and
agrees to be bound by the Franchise.

Dated this ____ day of _____, 2018.

COMCAST OF ST. PAUL, INC.

By: _____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2018.

NOTARY PUBLIC

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from Century Link to Bury Overhead Phone Cable at Heritage Village Park

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Tracy Petersen

☐	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 award a contract to Century Link in the amount of \$22,095.73 to bury overhead phone cable in Heritage Village Park. The project is funded by two grants the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Pember Companies Inc. on July 23, 2018 for construction of a dog park at Heritage Village Park. At the time we estimated a contract to bury the overhead phone cable would be approximately \$40,000, Century Link's actual proposal is for \$22,095.73.

The project includes the parking lot, storm water, electrical service, lighting, concrete work, fencing, gates, signage, and potable water service. The alternates of Common Topsoil Borrow, Export & Dispose of Unsuitable Soils, and Dewatering are "place holder" items in case we run into issues.

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$55,000
Braun Intertec – Environmental Coordination	\$10,000
WSB – Construction Observation and Administration	\$48,600
Construction Contract with Pember Companies Inc.	\$843,017
10% Construction Contingency	\$84,000
Xcel Energy – Bury Overhead Utility Lines	\$42,109
Century Link – Bury Overhead Utility Line	\$22,100
Comcast – Remove Overhead Utility Line	No charge
Total	\$1,104,826

Construction is planned to begin in August and be completed by the end of November. It is anticipated that the small breed area will be closed to the public until the spring of 2019 to allow for the vegetation to establish but the all-breed area will be available for use once construction is complete.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from Xcel Energy to Bury Overhead Power Lines at Heritage Village Park

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Tracy Petersen

☐	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 award a contract to Xcel Energy in the amount of \$42,108.19 to bury overhead power lines in Heritage Village Park. The project is funded by two grants the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Pember Companies Inc. on July 23, 2018 for construction of a dog park at Heritage Village Park. At the time we estimated a contract to bury the overhead power lines would be approximately \$40,000, Xcel's actual proposal is for \$42,108.19.

The project includes the parking lot, storm water, electrical service, lighting, concrete work, fencing, gates, signage, and potable water service. The alternates of Common Topsoil Borrow, Export & Dispose of Unsuitable Soils, and Dewatering are "place holder" items in case we run into issues.

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$55,000
Braun Intertec – Environmental Coordination	\$10,000
WSB – Construction Observation and Administration	\$48,600
Construction Contract with Pember Companies Inc.	\$843,017
10% Construction Contingency	\$84,000
Xcel Energy – Bury Overhead Utility Line	\$42,109
Century Link – Bury Overhead Utility Line	\$22,100
Comcast – Remove Overhead Utility Line	No charge
Total	\$1,104,826

Construction is planned to begin in August and be completed by the end of November. It is anticipated that the small breed area will be closed to the public until the spring of 2019 to allow for the vegetation to establish but the all-breed area will be available for use once construction is complete.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from WSB Inc. for Construction Administration and Observation Services at Heritage Village Park

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Tracy Petersen

☐	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 award a contract to WSB Inc. for construction administration and observation services for improvements to Heritage Village Park for \$46,800. The project is funded by two grants the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Pember Companies Inc. on July 23, 2018 for construction of a dog park at Heritage Village Park. At the time we estimated a contract for construction and observation services would be approximately \$60,000, WSB's actual proposal is for \$46,800.

The project includes the parking lot, storm water, electrical service, lighting, concrete work, fencing, gates, signage, and potable water service. The alternates of Common Topsoil Borrow, Export & Dispose of Unsuitable Soils, and Dewatering are "place holder" items in case we run into issues.

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$55,000
Braun Intertec – Environmental Coordination	\$10,000
WSB – Construction Observation and Administration	\$48,600
Construction Contract with Pember Companies Inc.	\$843,017
10% Construction Contingency	\$84,000
Xcel Energy – Bury Overhead Utility Lines	\$42,109
Century Link – Bury Overhead Utility Line	\$22,100
Comcast – Remove Overhead Utility Line	No charge
Total	\$1,104,826

Construction is planned to begin in August and be completed by the end of November. It is anticipated that the small breed area will be closed to the public until the spring of 2019 to allow for the vegetation to establish but the all-breed area will be available for use once construction is complete.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of R-22 Arena Refrigerant

Meeting Date: August 13, 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

Consider purchasing 1,500 lbs of R-22 from Gartner Refrigeration in the amount of \$24,585. The purchase is funded by the 2018 VMCC/Grove budget.

SUMMARY

The City's has two sheets of artificial ice (West Rink and East Rink) which are cooled by an indirect refrigeration system that contains approximately 3,500 lbs of R-22. R-22 is being phased out and by 2020 can not be produced or imported to the US. The VMCC/Grove's refrigeration system was replaced in 2008 and is in relatively good condition and should last another 10+ years. Since the announcement of R-22 phase out, the price of R-22 has risen regularly. It is recommended the City purchase and stockpile 1,500 lbs should we need to add any R-22 to the system.

We received quotes as follows:

	Price/lb	Total
Gartner	\$16.39	\$24,585
NAC	\$18.28	\$27,420
Cool Air Mechanical	\$18.56	\$27,840
Horwitz	\$19.33	\$28,995

It should be noted that the price of R-22 is very volatile and each of the companies indicated their prices were "good" for only a few days. Staff will be talking with Gartner on Friday to see that their price remains the same and will update the Council if necessary.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Occupancy Extension for the Walser Property – 4343 65th St E

Meeting Date: August 13, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Council is asked to authorize the execution of the attached Occupancy Extension for the Walser Property located at 4343 65th St E. to September 28, 2018.

SUMMARY

The City purchased the property located at 4343 65th St E from Walser and held a closing on Wednesday, June 13th. The current agreement allows Walser to continue to occupy the property until August 17th rent free (Walser is responsible for insurance and utilities). Under the terms of the purchase agreement the City was liable for up to \$5,000 of Walser's moving expenses. If the Council approves this extension the City is no longer liable for any of Walser's moving expenses.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No 2 – West Rink Floor Project – City Project 2018-1722

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve change order #2 for the West Rink Floor Project to Minnesota Ice LLC in the amount of \$1,230.00. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period

SUMMARY

On May 29, 2018, the Council approved the West Rink Floor Project to Minnesota Ice LLC. Change order #2 involves adding an additional warm floor and cold floor temperature sensor as back up in case one fails.

The contract with MN Ice is as follows:

Minnesota Ice	\$539,852
Change Order 1	\$19,107.25
Change Order 2	\$1,230.00
Total	\$560,189.25

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Braun Intertec	\$2,100	Soils Engineer
Change Order #1	\$19,107.25	Soils Correction
Change Order #2	\$1,230	Additional Temperature Sensors
Insituform	\$31,886	Line Roof Drain Pipe
Project Contingency	\$5,676.75	Started at \$50,000 increased to \$60,000 on July 23, 2018
Total	\$946,620.00	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No 3 – West Rink Floor Project – City Project 2018-1722

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve change order #3 for the West Rink Floor Project to Minnesota Ice LLC in the amount of \$48,842.18. The Council is also asked to increase the contingency budget by \$50,000. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period

SUMMARY

On May 29, 2018, the Council approved the West Rink Floor Project to Minnesota Ice LLC. Change order #3 involves replacing insulation that was damaged because of our storm water pipe leaking during Friday/Saturday August 3rd/4th 1.78" rain event.

The contract with MN Ice is as follows:

Minnesota Ice	\$539,852
Change Order 1	\$19,107.25
Change Order 2	\$1,230.00
Change Order 3	\$48,842.18
Total	\$609,031.43

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Braun Intertec	\$2,100	Soils Engineer
Change Order #1	\$19,107.25	Soils Correction
Change Order #2	\$1,230	Additional Temperature Sensors
Change Order #3	\$48,842.18	Correct Rain Damage
Insituform	\$31,886	Line Roof Drain Pipe
Project Contingency	\$6,834.57	Started at \$50,000 increased to \$60,000 on July 23, 2018 and increased to \$110,000 on August 13, 2018
Total	\$996,620.00	

This change order is covered by the City's insurance policy with the League of Minnesota Cities Insurance Trust (LMCIT) after the City pays a \$50,000 deductible for all claims made by the City in 2018.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal for HVAC/Duct Cleaning at the VMCC/Grove

Meeting Date: August 13, 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

Award a contract to Twin Cities Furnace Cleaning to clean the duct work at the VMCC/Grove in the amount not to exceed \$40,000. The project will be paid for by the 2018 VMCC/Grove budget.

SUMMARY

The VMCC was constructed in 1996 and the Grove in 2001 and neither buildings duct work has been cleaned since construction. The city received two quotes to complete the following scope of work:

- Clean all of the supply and return ductwork
- Clean and degrease all of the grates, and diffusers

Quotes included:

Twin Cities Furnace Cleaning (TCFC)	\$34,511.39
Coit Cleaning & Restoration	\$61,450.00

Reference were contacted, and it is recommended TCFC be hired to perform the work.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: August 13, 2018
Item Type: Consent
Contact: Nicole Cook: 651-450-2491
Prepared by: Nicole Cook, Rental and Code
Compliance Coordinator
Reviewed by: Joshua Otis, Commander

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 one (1) rental license.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock, and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license application has been submitted:

JENNIFER SOBOTA: 8163 DARCY LANE; TOWNHOME

The above application has been found to be complete. The application includes the necessary fee payment and the BCA background check. The Inver Grove Heights Police Chief/Designee has also reviewed the license application.

RECOMMENDATIONS

Staff and the Police Chief/Designee recommend approval of the license listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of an Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: August 13, 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

SAT

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 City Council will consider an agreement with Xcel Energy to perform topsoil and seeding of areas disturbed by Xcel Energy on City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

As part of City Project No. 2017-24, the City will be restoring the boulevards on the streets affected by the project. The City's contract requires the Contractor to place topsoil and seed to allow for turf establishment before the growing season ends.

Xcel has been coordinating efforts to relocate and replace existing gas and electric systems and services within the project area. Xcel Energy is responsible to obtain permits and restore disturbed areas on MnDOT and City right-of-way and adjacent easements.

Since 2009, the City has completed all boulevard restoration adjacent to a City project and Xcel has reimbursed the City through the agreement. This coordinated effort results in uniform standards being used on the boulevard restoration. This greatly reduces the number of complaints the City and Xcel receive related to boulevard restoration. Residents receive turf establishment that is consistent and installed and maintained by the City's contractor. Xcel reimburses the City for the boulevard restoration work at the City's contract prices.

Attached is the agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project. This agreement will allow the City's contractor to complete the boulevard restoration in conjunction with the project. Xcel and City staff will agree on disturbed areas by Xcel and Xcel will be invoiced for the turf restoration costs.

It is recommended that the City Council adopt the resolution approving the agreement for topsoil and seeding on City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

TJK/kf

Attachments: Resolution
 Agreement

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

**RESOLUTION APPROVING TOPSOIL AND SEEDING AGREEMENT WITH XCEL ENERGY
FOR CITY PROJECT NO. 2017-24 – T.H. 3 INTERSECTION IMPROVEMENTS FOR THE 65TH
PROJECT**

RESOLUTION NO. _____

WHEREAS, during the 2018 construction season, the City will be constructing City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project. In order to construct the project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard; and

WHEREAS, the City and Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2017-24 to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Topsoil and Seeding Agreement is a contractual mechanism for the City and Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate topsoil and seeding costs between the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The City Council approves the Sod Replacement and Topsoil and Seeding Agreement for 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.
2. The Mayor and City Clerk are authorized to execute the Sod Replacement and Topsoil and Seeding Agreement for 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of August 2018

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**SOD REPLACEMENT AND TOPSOIL AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND NORTHERN STATES POWER
COMPANY d/b/a XCEL ENERGY FOR CITY PROJECT NO. 2017-24 – T.H. 3
INTERSECTION IMPROVEMENTS FOR 65TH STREET**

THIS SOD REPLACEMENT AND TOPSOIL AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 13th day of August, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Topsoil and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove Heights contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2017-24 – T.H. 3 Intersection Improvements for 65th Street. City Project No. 2017-24 comprises and includes the following City projects:

- City Project No. 2017-24 (T.H. 3 Intersection Improvements for 65th Street)
- City Project No. 2017-03 (NWA Trunk Watermain Improvements – 65th Street Loop) (Phase III of Project 2015-12 - Highway 3 to Blackstone Ridge)
- City Project No. 2015-03 (65th Street Construction between T.H. 3 and Argenta Trail)

“Project” shall collectively refer to the above-listed three City projects.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, raking, scarifying, and the placement of topsoil, seed,

Terraseed, Flexterra, Futerra, Hydroseeding, broadcast seeding, slit seeding, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

The City Engineer may approve the use of Sod Replacement in lieu of Seeding.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. “Utility Company” means Xcel Energy.

ARTICLE 2 **RECITALS**

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City’s agreement to include Sod Replacement and Seeding specifications within the City’s Construction Contract that provides for Sod Replacement and Seeding over areas disturbed during the Utility Company’s location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and Seeding of areas disturbed during the Utility Company’s location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City’s sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City’s sod replacement/seeding and the utility companies’ sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING TO CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Seeding. The City agrees to include Sod Replacement and /or Seeding specifications in its Construction Contract to provide for the Sod Replacement and Seeding requirements generally shown on the Project plan sheets attached hereto as **Exhibit A**. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets referenced on **Exhibit A**. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding and/or pursuant to any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and/or Seeding Billing of Utility Company by City.

The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4

AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5

TERMINATION AND SCOPE OF AGREEMENT

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding

already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

This Agreement is not intended to constitute a right-of-way permit or right-of-way use approval granted by the City pursuant to the City's right-of-way management ordinances.

This Agreement is not intended to alter, amend or change any rights or obligations of the parties pursuant to any franchise agreement(s), and/or pursuant to any applicable Minnesota Statutes, Minnesota Rules, or other local, State or Federal laws.

Furthermore, this Agreement is not intended to grant or convey any license, easement, or other property right between the parties hereto. In the event for the need for right-of-way or other property right acquisition for the City to perform its Project improvements, or in the event for the need for right-of-way or other property right acquisition for the Utility Company to perform its utility location or relocation activities, each party shall remain obligated and responsible for its respective public activities as if this Agreement did not exist.

ARTICLE 6 **MISCELLANEOUS**

Section 6.1 Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, or mailed to the parties, certified mail, return-receipt requested, at the following addresses:

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

Xcel Energy: Xcel Energy
Attn: General Counsel
414 Nicollet Mall
Minneapolis, MN 55401

Any party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 6.1.

Section 6.2 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 6.3 Non-Assignability. Neither of the parties shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of August, 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

NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who being by me duly sworn did say that they are respectively the _____ and _____ of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said _____ and _____ acknowledged said instrument to be the free act and deed of the corporation.

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

If recorded, 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
PROJECT DOCUMENTS GENERALLY SHOWING PROJECT SEEDING
REQUIREMENTS

The following Project documents generally showing Project seeding requirements are on file with the City:

1. Specification Manual for City Project No. 2017-24 (T.H. 3 Intersection Improvements for 65th Street)
2. Plans for City Project No. 2017-24 (T.H. 3 Intersection Improvements for 65th Street)
3. Specification Manual for City Project No. 2017-03 (NWA Trunk Watermain Improvements – 65th Street Loop) (Phase III of Project 2015-12 - Highway 3 to Blackstone Ridge)
4. Plans for City Project No. 2017-03 (NWA Trunk Watermain Improvements – 65th Street Loop) (Phase III of Project 2015-12 - Highway 3 to Blackstone Ridge)
5. Specification Manual for City Project No. 2015-03 (65th Street Construction between T.H. 3 and Argenta Trail)
6. Plans for City Project No. 2015-03 (65th Street Construction between T.H. 3 and Argenta Trail)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Stormwater Construction Observation Services from Barr Engineering Co. for the Blackstone Vista 3rd Addition Development

Meeting Date: August 13, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 SA

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer-provided engineering escrow account

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for stormwater construction observation services from Barr Engineering Co. for the Blackstone Vista 3rd Addition Development.

SUMMARY

Blackstone Vista 3rd Addition Development will consist of the construction of approximately 39 new single-family homes, with associated streets, utilities, and stormwater treatment facilities. Barr Engineering Co., as part of the engineering consultant pool, was asked to submit a proposal for stormwater construction observation services for the Blackstone Vista 3rd Addition Development. The scope of work includes construction observation assistance related to the construction of stormwater treatment features, field services related to NPDES permit inspections, soil infiltration rate testing, and plant establishment inspections as outlined in their proposal. Due to the amount and complexity of work involved with this project, City staff is not available to complete this work in-house.

Attached is the proposal submitted from Barr Engineering. The total estimated cost for the stormwater construction observation services is \$37,200. The funding source for these services will be from the Blackstone Vista 3rd Addition engineering escrow fund 702.229.2306802 provided by the developer per the development documents.

Staff recommends that the Council adopt the resolution accepting the proposal from Barr Engineering in the amount of \$37,200 for stormwater construction observation services for the Blackstone Vista 3rd Addition Development as outlined in the documents. The approval is contingent on Council approval of the final plat and the associated development documents being executed by the Developer.

TJK/kf

Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSAL FOR STORMWATER CONSTRUCTION
OBSERVATION SERVICES FROM BARR ENGINEERING CO. FOR THE BLACKSTONE
VISTA 3RD ADDITION DEVELOPMENT**

RESOLUTION NO. _____

WHEREAS, the Blackstone Vista 3rd Addition Development, which consists of approximately 39 new single-family homes, with associated streets, utilities, and stormwater treatment facilities is proposed to be constructed in 2018 and 2019; and

WHEREAS, in order to complete stormwater construction observation services in a timely manner for Blackstone Vista 3rd Addition Development, assistance of a consulting engineering firm is required; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering Co. for stormwater construction observation services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Barr Engineering Co. be selected from the City's engineering consultant pool as the consulting firm for stormwater construction observation services for the Blackstone Vista 3rd Addition Development.

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

1. The proposal from Barr Engineering Co. is accepted and staff is authorized to enter into a contract in the amount of \$37,200 for stormwater construction observation services to include construction observation assistance related to the construction of stormwater treatment features at the Blackstone Vista 3rd Addition Development, field services related to NPDES permit inspections, soil infiltration rate testing and plant establishment inspections.
2. Funding is provided through the Blackstone Vista engineering escrow account (702.229.2306802) provided by the developer in accordance with the development documents.
3. This approval is contingent on Council approval of the final plat and the associated development documents.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of August 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



February 9, 2018

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

Re: Engineering services for Blackstone Vista 3rd Addition

Dear Mr. Kaldunski:

Thank you for your request for a proposal to provide engineering services for erosion control inspection and stormwater facility construction observation for the Blackstone Vista 3rd Addition housing development, located in the City of Inver Grove Heights. Attached for your review is a work order containing our proposed scope of services, budget, and schedule for the project. Please contact Pat Brockamp (pbrockamp@barr.com, 952-842-3593), or me (kchandler@barr.com, 952-832-2813), regarding any questions you have regarding the scope of services. If the work order is acceptable please sign and return a copy to us.

Sincerely,

A handwritten signature in blue ink that reads "Karen L. Chandler".

Karen Chandler, P.E.
Vice President

A handwritten signature in blue ink that reads "Pat Brockamp".

Pat Brockamp
Project Manager

**Work Order For:
Stormwater Review, Construction Observation, and NPDES Inspection Services
for Blackstone Vista 3rd Addition Housing Development**

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

**Barr Engineering Co. (Barr)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435**

**City of Inver Grove Heights (City)
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Designated Representative:

Karen L. Chandler

Designated Representative:

Tom Kaldunski

I. Scope Language

Barr understands that the Blackstone Vista 3rd Addition Development (Project) will consist of the construction of 40 new single-family homes, with associated streets, utilities, and stormwater treatment facilities, on 19 acres in the City's Northwest Expansion Area. Barr understands that as it is currently designed, the Project would contain two small infiltration basins or rainwater gardens, one large infiltration basin, and one underground infiltration facility. Barr understands that our scope of work includes construction observation related to the construction of stormwater treatment utilities; NPDES permit inspections; vegetation establishment inspections, and computer model updates. Barr understands that the City expects to approve the Project during early 2018, that the City expects Project construction to begin in April 2018, and that the City expects stormwater utility construction to be substantially complete by November 2018.

Barr's role in construction observation will be to observe the construction of stormwater infiltration facilities at the site and report deficiencies and compliances to the City. Barr will not direct the work of the contractor.

The scope of work is divided into the following tasks:

Task 1: NPDES/SWPPP Inspection (performed during 2018) - \$32,000

- weekly erosion control inspection, performed concurrently with construction observation when possible
- erosion control inspection after rainfall events greater than 0.5" within a 24 hour period
- inspection reporting
- equipment and travel expenses

Task 2: Construction Observation (performed during 2018) - \$3,000

- preconstruction meeting attendance
- construction meeting attendance every other week
- infiltration facility construction observation
- equipment and travel expenses

Task 3: Additional Restoration and Plant Establishment Inspections (performed during 2019) - **\$1,200**

- three (3) plant establishment site inspections in spring, summer, and fall 2019
- inspection reporting
- travel expenses

Task 4: Model Updates (performed during 2019) - **\$1,000**

- Barr will update the PCSWMM stormwater model used during the Project approval process to match post-construction record plans provided by the City or the Project engineer

Fee Estimate Total: (2018-2019) - **\$37,200**

These costs are based on the scope and schedule assumptions as listed below. We suggest a budget review at 50% and 80% completion to adjust for unforeseen scope and schedule changes.

Deliverables

Barr will provide the City with the following deliverables during the proposed work:

1. A preliminary stormwater review memorandum identifying City stormwater ordinance deficiencies and compliances
2. A final stormwater review memorandum identifying City stormwater ordinance deficiencies and compliances
3. Brief weekly inspection reports identifying deficiencies and compliances.
4. A PCSWMM stormwater model simulating the post-construction hydrologic and hydraulic conditions of the Project site.

II. Maximum Compensation

For the services referenced above, you will pay us for time and expense not to exceed \$37,200 without prior approval, in accordance with the referenced Master Service Agreement.

III. Schedule and Assumptions Upon Which Schedule and Maximum Compensation are Based

The scope of services assumes that Barr will provide services during construction work occurring from April 2018 through November 2018; during the frozen ground season occurring from November 2018 through March 2019; and during restoration and planting from April 2019 through September 2019. This cost proposal does not include work completed during other time periods. Barr understands that the City may request erosion control inspections during other time periods; Barr staff will perform these tasks on a time and expense basis outside the scope of this work order.

Additional assumptions are listed below:

- Barr will attend one (1) preconstruction meeting in 2018.
- Barr will attend construction meetings every other week for a period of 35 weeks from April 2018 through November 2018 (18 meetings).
- Barr will perform periodic construction observations during excavation and construction of infiltration features, including infiltration basins and rainwater gardens. Barr assumes that excavation and construction of the infiltration features will be completed during approximately four weeks, which may be interspersed between April 2018 and November 2018. Barr assumes an average of two visits per week to the site for infiltration feature construction observation while construction of infiltration features is occurring (eight inspections).

- Barr will perform a weekly erosion control inspection. The weekly inspection will be performed concurrently with construction observation when possible.
- Barr will perform erosion control inspections after 0.5 inch or greater rainfall events. Barr assumes that there will be twenty (20) rainfall events of 0.5 inches or greater during the construction period.
- Monthly frozen ground erosion control inspections are required when new areas are being disturbed. Barr assumes that monthly erosion control inspections will be required during frozen ground season, from approximately December 1 through March 31
- Barr will verify that vegetation types planted at the site are reasonably similar to the City-approved planting palette.
- Barr is currently under contract with the City to perform monthly erosion control inspections at a nearby construction site during the 2018 construction season. To the extent practicable, Barr will coordinate the inspection dates to minimize travel time and travel expenses.
- Barr will perform up to three (3) visits during site restoration to verify plant establishment and maintenance.
- Barr will update a Project stormwater model previously created in PCSWMM. The updated model will incorporate stormwater and site grading details from record plans.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: _____

Title: Vice President

Title: City Engineer

Date: February 9, 2018

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 13, 2018
Item Type: Consent Agenda
Contact:
Prepared by: Commander Joshua Otis
(651) 450-2528
Reviewed by: Chief of Police Paul Schnell

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 Contract for Services Agreement with ISD 199 to provide a School Resource Officer for 2018 to 2019 school year.

SUMMARY:

The City of Inver Grove Heights ("City") and Independent School District No. 199 ("District") wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within district schools.

The current contract expired June 30, 2018. The contract will be from the first day of school in September 2018 until the last day of the school in June 2019.

Enclosed is a copy of a Resolution for your consideration, along with a copy of a contract for services that has been agreed to by the School District. You are being asked to pass the Resolution along with the agreement on the contract and signature by the Mayor.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT
NO. 199 PROVIDING SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS FOR THE 2018-2019
SCHOOL YEAR**

WHEREAS, the City of Inver Grove Heights ("City") and Independent School District No. 199 ("District") wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools.

WHEREAS, District schools are located in the city limits of the City of Inver Grove Heights.

WHEREAS, the City and District desire to have a School Resource Officer assigned to the District schools for the 2018-2019 school year, as a liaison between the District and the City.

WHEREAS, District will reimburse the City for assignment of a School Resource Officer for the 2018-2019 school year.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The City Council hereby approves the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the 2018-2019 school year.
2. The City Council hereby authorizes the Mayor to enter into the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the 2018-2019 school year.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of August, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

This Agreement ("Agreement") is made and effective as of the 13th day of August 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City"), and Independent School District No. 199, a Minnesota public school corporation (hereafter referred to as "District"). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements, and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1.

The City and District wish to continue the need for the presence of police officers in District schools to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2.

By use of the School Resource Officer, the City and District seek to establish a cooperative approach among the District (it's students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3.

The City and District desire to have a School Resource Officer assigned to District schools as a liaison between the District and City.

SECTION 2
AGREEMENT

2.1 OFFICER EMPLOYED BY CITY.

The City shall employ and temporarily assign, in accordance with applicable state statutes, a licensed peace officer to serve as School Resource Officer. The School Resource Officer shall serve at the various District schools identified in Section 2.9. The assignment of the School Resource Officer to a particular school shall be determined by the District.

The School Resource Officer shall be an employee of the City. The School Resource Officer shall not be considered an employee of the District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

For the use of the School Resource Officer, the District will reimburse the City as stated in paragraph 2.11 of this Agreement.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

2.2 HOLD HARMLESS.

Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, the City shall indemnify, defend and hold the District harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the District incurs or suffers, which relate to claims of third parties, arising out of, resulting from or relating to the activities of the School Resource Officer or employment of the School Resource Officer.

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

2.3 SELECTION AND ASSIGNMENT OF OFFICER.

A selection committee, consisting of District designees and Police Department designees, will be established to interview and recommend the person to fill the position of School Resource Officer. The selection of such officer shall be the decision of the Chief of Police or designee, in consultation with the selection committee. Should the School Resource Officer resign, be reassigned, or be discharged, the selection committee shall interview and recommend a replacement. The continued assignment of such officer shall be at the discretion of the Chief of Police, in consultation with the District Superintendent.

2.4 ADMINISTRATIVE RESPONSIBILITIES.

The type, scope, and manner of law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, personnel policies, the discipline of the School Resource Officer, and other internal matters shall be under the authority of the City. The District may provide the City with an appraisal of the services received. The District shall immediately notify the City in writing of any purported deficient performance or purported inappropriate conduct by the School Resource Officer. If requested, the City shall provide the District with a statistical summary report once a year indicating services provided at the secondary level and the name of the officer(s) providing the service.

2.5 DUTIES OF THE SCHOOL RESOURCE OFFICER.

The duties, responsibilities, and work schedule of the School Resource Officer shall be developed cooperatively between the City and District. The assigned tasks, developed by the City and District, may include, but not be limited to, those tasks identified on the attached Exhibit A.

During the regular school year, the School Resource Officer's shift shall be determined by the City but shall consist of an average of 40 hours per week, Monday through Friday, corresponding approximately to the regular school day of 7:00 a.m. to 3:00 p.m. The School Resource Officer shall meet and communicate with the Superintendent or the Superintendent's designee at mutually convenient times throughout the school year.

Nothing in this Agreement shall be deemed to require the City to provide the School Resource Officer or any police officer at any District school for pedestrian or traffic enforcement or special events,

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

including but not limited to athletic events or other school activities. The parties agree that policing for special events shall be provided at previously-determined rates.

2.6. ABSENCES.

During the school day, while serving as a School Resource Officer, the employee will be available for and may respond to emergency calls and other assistance required by the City and may attend police training and special duties as assigned by the City. The City is not responsible for providing a replacement during such absences, and the amount owed by the District under paragraph 2.11 is not reduced because of the absences. The City will use reasonable efforts to schedule the officer's training and any assignments to special duties for days that are not regular school days.

From time to time, the School Resource Officer may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the employee's collective bargaining agreement. In the event of absence the School Resource Officer shall notify a District designee.

The City is not responsible for providing a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.11 is not reduced because of the absences.

To the extent the collective bargaining agreement applicable to the employee allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than five (5) consecutive regular school days, the City, after consultation with the District, will in good faith endeavor to make-up the time lost above the five (5) day absence or the City, after consultation with the District, will in good faith endeavor to provide an alternate School Resource Officer for the time above the three five (5) absence.

2.7 OVERTIME.

Overtime work by the School Resource Officer in excess of eight hours per day shall be paid by the City according to the employee's collective bargaining agreement. Approval of such overtime will be done by a Police Department supervisor. Approval shall be on a case by case basis, and general or blanket approvals will not be accepted. Additional work hours requested by the District of the School Resource Officer shall be compensatory time only.

2.8 SCHOOL CALENDAR.

School Resource Officer services will be provided during the regular school year (approximately nine months), from the first day of school in September until the last day of the school in June.

The District shall provide the City with a school calendar. The City's Police Department shall have exclusive use of the employee assigned as the School Resource Officer from the end of the school year until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

2.9 SERVICE LOCATIONS.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

During the school year, the School Resource Officer may be assigned to the following District schools: Simley High School, Inver Grove Heights Middle School, Hilltop Elementary School, Pine Bend Elementary School, and Salem Hills Elementary School. The assignment of the School Resource Officer to a particular school shall be determined by the District.

2.10 CLOTHING, EQUIPMENT, AND SUPPLIES.

Without cost to the District, the City shall provide any required clothing, uniforms, training, vehicle maintenance, vehicle fuel, weapons, necessary equipment and supplies for the School Resource Officer to perform the officer's law enforcement duties.

Without cost to the City, the District shall provide the School Resource Officer with a reserved parking space, private secure lockable office, "land-line" telephone and mobile phone, computer, and secure internet access necessary for the School Resource Officer to perform required duties as specified in paragraph 2.5 of this Agreement.

2.11 COST.

For and in consideration of the City providing School Resource Officer services in accordance with the terms of this Agreement, District shall pay City the following amount:

- a. The sum of \$97,200.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2018, and ending May 1, 2018.
- b. The sum of \$1,800.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2018, and ending May 1, 2018.
 - i. This sum is to offset the cost to the City for vehicle replacement as a result of the use of police vehicles by the School Resource Officer while on District premises.

2.12 PRIVACY OF PUPIL RECORDS.

Pursuant to the District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officer for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be a school official when performing the duties and responsibilities of the School Resource Officer. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officer must comply with the Privacy Act and the Data Practices Act.

SECTION 3
TERM OF AGREEMENT

3.1 TERM OF AGREEMENT.

Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from August 2018 to July 2019. This time period is coincident with the District's 2018-2019 school year.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

3.2 TERMINATION.

Either party may terminate this Agreement upon one year written advance notice of such termination. If the District terminates this Agreement upon less than one-year advance notice, the District shall pay an amount equal to one-half of the fees that would otherwise be payable for the fiscal year (July 1 — June 30). With timely termination, all payments due hereunder shall be prorated in the event of such termination.

SECTION 4
MISCELLANEOUS

4.1 COMMUNICATION.

Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Independent School District No. 199 2990
80th Street East
Inver Grove Heights, MN 55076-3232

Any notice, demand, or communication to the City shall be addressed to the City Chief of Police at:

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

4.2 SCOPE.

It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT.

The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

4.4 GOVERNING LAW.

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

4.5 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.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF INVER GROVE HEIGHTS

By:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDEPENDENT SCHOOL DISTRICT #199

By:

Matt Schaefer, School Board Chair

ATTEST:

Sherry Warrick, School Board Clerk

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2018-2019 SCHOOL YEAR

EXHIBIT A
LIST OF TASKS THAT MAY BE ASSIGNED

1. Provide security for students and staff.
2. Serve as a role model to build rapport with students and staff.
3. Facilitate communication and cooperation between district officials, County juvenile authorities and local police officials.
4. Assist district staff in understanding Dakota County Juvenile Court system, local law enforcement parameters, and the judicial process
5. Act as an in-house law enforcement resource for school staff and students in processing criminal matters that arise in the district setting.
6. Work closely with school counselors, assist in the identification of pre-delinquent children, and attempt to eliminate delinquency-producing factors. Accept assignments and follow-up referrals requested by school staff members regarding delinquencies, as appropriate.
7. Attend school staff meetings as a resource person in developing and adopting procedures that will contribute to the prevention of juvenile delinquency.
8. Respond on-duty or off-duty to police incidents and/or emergencies as directed.
9. Act as part of a school/district-wide team effort, working with other assigned personnel, to provide role models and to prevent undesirable behavior patterns from developing in our community youth. Endeavor to build and maintain rapport between youth and the police by day-to-day contact as a resource person.
10. Be involved in-school and out-of-school youth activities. Participate in community affairs as requested or assigned.
11. Facilitate education programs for students as a resource person. Be available for lectures to school and community groups as assigned or requested.
12. Assist and advise in security matters regarding school buildings and properties that are supervised by school staff members.
13. Under the direction of a school principal, provide follow-up with families as appropriate.
14. Stay abreast of developments in the youth relations field and changes in related laws and ordinances.
15. Maintain continuity and communications with a supervisor.
16. Take statements regarding criminal activities and complete police reports.
17. Other Duties as assigned.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BETH & STEVE HOEPPNER

Meeting Date: August 13, 2018
Item Type: Consent Agenda
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

Approve a **Resolution** relating to the Storm Water Facilities Maintenance Agreement for the property located at 6511 Arctic Way.

- Requires 3/5th's vote

SUMMARY

The City Council approved a conditional use permit to exceed the maximum impervious surface allowed on a property on July 23, 2018. One of the conditions of approval is that a storm water agreement be approved and recorded against the property. The agreement was not finalized when the request was approved in July.

The agreement lays out the general obligations of the homeowner to maintain the proposed raingarden on the property.

RECOMMENDATION: Planning and Engineering Staff find the agreement acceptable as presented.

Attachments: Resolution approving the agreement
Storm water maintenance agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE STORM WATER FACILITIES MAINTENANCE
AGREEMENT FOR THE PROPERTY LOCATED AT 6511 ARCTIC WAY

CASE NO. 18-34C
(Hoepner)

WHEREAS, a conditional use permit (CUP) was approved on July 23, 2018 to allow impervious surface above the maximum amount but within the additional 10% of lot area allowed with a CUP;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the City relating to the storm water facilities maintenance agreement prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on July 23, 2018 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the storm water facilities maintenance agreement is hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 13th day of August, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 14, BLOCK 5, BLACKSTONE RIDGE, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of August, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Stephen A. Hoeppner and Beth K. Hoeppner, husband and wife, (hereafter collectively referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. “Lot Owner” means Stephen A. Hoeppner and Beth K. Hoeppner, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Lot:

Any existing or future raingardens and storm water storage areas lying within the Lot.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain plan attached hereto and incorporated herein as **Exhibit A**.

1.6 Lot. “Lot” means Lot 14, Block 5, Blackstone Ridge, Dakota County, Minnesota, according to the plat thereof on file and of record with the Dakota County Recorder.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of Lot 14, Block 5, Blackstone Ridge, Dakota County, Minnesota, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified as Section 515.80 Subd. 39 (I) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Responsible Owner has requested that the City approve a conditional use permit relating to maximum impervious coverage on the Lot.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, Responsible Owner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of constructing and maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public;
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities; and
- c.) provide the City with right of access over the Lot to access the Storm Water Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to December 31, 2018, or prior to issuance of a certificate of occupancy by the City for the Lot, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Lot is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit B**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Lot. The Operations & Maintenance Plan is attached hereto as **Exhibit C**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Lot. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit D**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Lot for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Lot. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Lot, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Lot Owner hereby grants to the City a right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

3.9 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 Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Conditional Use Permit. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the planning report and engineering report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Lot.

ARTICLE 5 **MISCELLANEOUS**

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

Any particular Responsible Owner is liable for the performance of its obligations under this Agreement only during the period of time that such particular Responsible Owner is the fee owner of Lot, subject to the rights of the City under Section 3.6 hereof. Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

5.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner: Stephen A. Hoeppner and Beth K. Hoeppner
6511 Arctic Way
Inver Grove Heights, MN 55077

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.

IN WITNESS WHEREOF Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 13th day of August, 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

LOT OWNER:

Stephen A. Hoeppner

Beth K. Hoeppner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of August, 2018, by Stephen A. Hoeppner and Beth K. Hoeppner, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

STORM WATER FACILITY PLAN

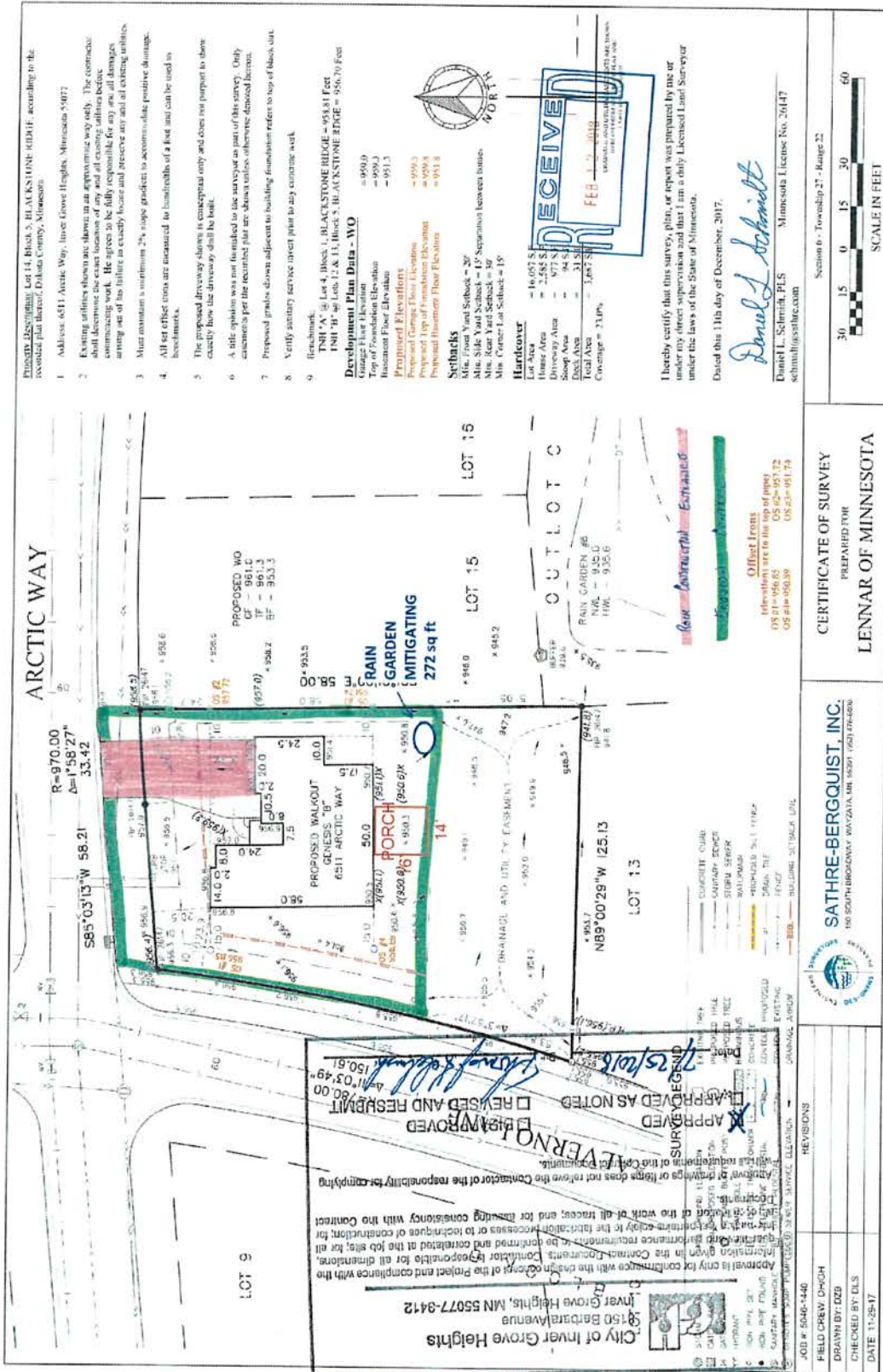


EXHIBIT A **STORM WATER FACILITY PLAN** **(continued)**

RAIN GARDEN SIZING GUIDE
Beth Hoepfner
6511 Arctic Way

MDW
6/8/2018

Mitigating 272 SF of Impervious Surface
(Given Mahtomedi loamy sand Type 'A' Soils)

Post Condition Runoff Volume (100-year)=	131 CF
Precondition Runoff Volume (100-year)=	87 CF
Volume to be treated (Cubic Feet)=	44 CF
Gallons to be treated=	329 GAL

HydroCAD Run-off Volume Results	
(CN=90)	0.003 AF
(CN=60)	0.002 AF

3-18: 100-Year Rain Garden
(18-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	3 feet
Rain Garden Bottom Area	17 SF
Total Storage Vol. =	43 CF

2-18: 100-Year Rain Garden
(18-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	2 feet
Rain Garden Bottom Area	20 SF
Total Storage Vol. =	44 CF

1.5-18: 100-Year Rain Garden
(18-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	1.5 feet
Rain Garden Bottom Area	21 SF
Total Storage Vol. =	43 CF

3-12: 100-Year Rain Garden
(12-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	3 feet
Rain Garden Bottom Area	21 SF
Total Storage Vol. =	43 CF

2-12: 100-Year Rain Garden
(12-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	2 feet
Rain Garden Bottom Area	25 SF
Total Storage Vol. =	43 CF

1.5-12: 100-Year Rain Garden
(12-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	1.5 feet
Rain Garden Bottom Area	28 SF
Total Storage Vol. =	43 CF

3-9: 100-Year Rain Garden
(9-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil	3 feet
Rain Garden Bottom Area	24 SF
Total Storage Vol. =	43 CF

2-9: 100-Year Rain Garden
(9-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil	2 feet
Rain Garden Bottom Area	30 SF
Total Storage Vol. =	44 CF

1.5-9: 100-Year Rain Garden
(9-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil	1.5 feet
Rain Garden Bottom Area	34 SF
Total Storage Vol. =	43 CF

EXHIBIT B
RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE
REQUIREMENTS (STM-17)

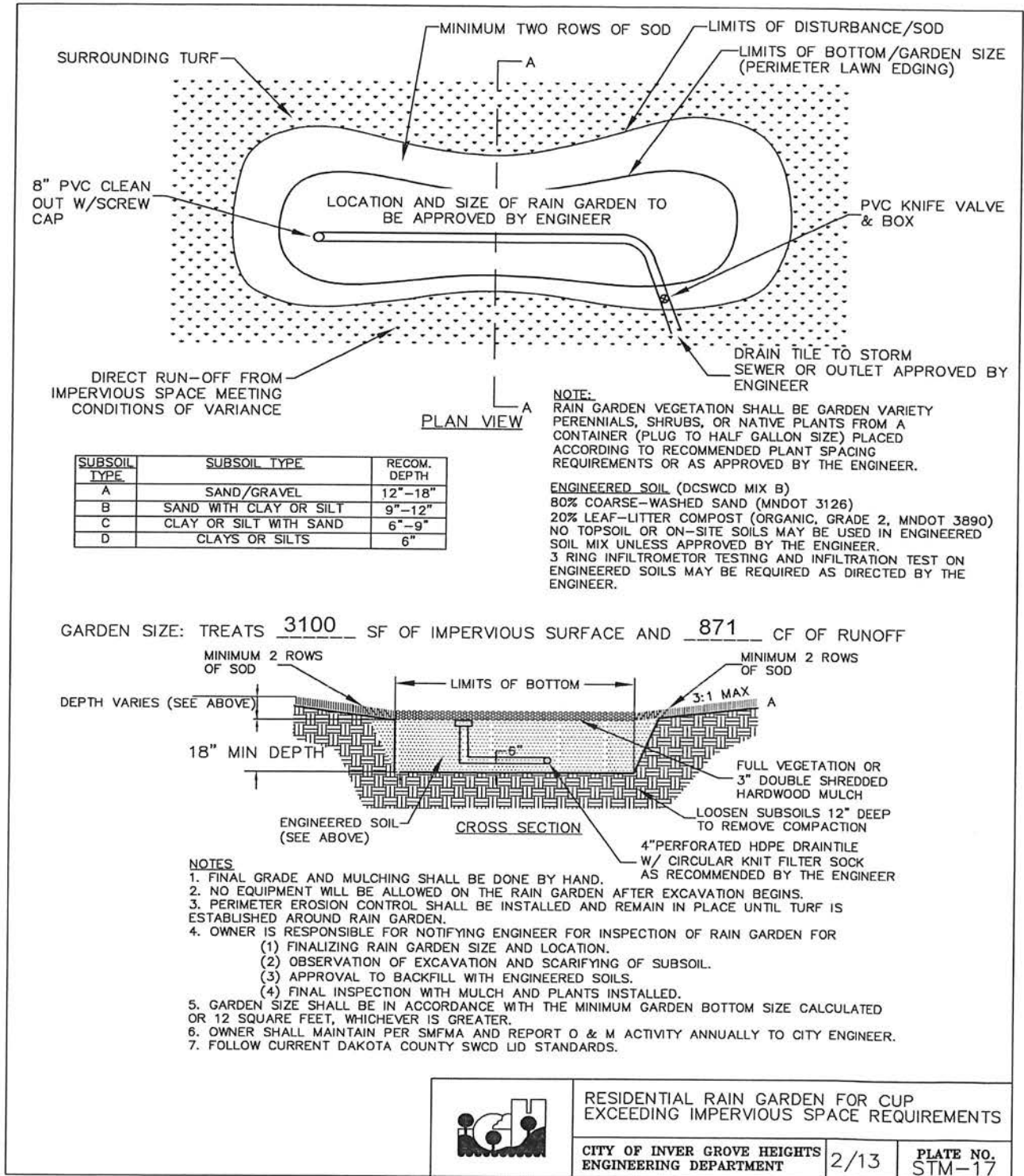


EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT D
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Replacement of Fitness Equipment for Veterans Memorial Community Center

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To accept the following quotes of \$15,635 for six (6) bikes from Push Pedal Pull, \$6,844.12 for two (2) recumbent cross trainers from Johnson Fitness/2nd Wind Exercise and \$14,330.96 for three (3) elliptical machines from Johnson Fitness/2nd Wind Exercise for a total of \$36,810.08.

There is \$38,000 included in the 2018 VMCC capital budget for these items. Quotes include appropriate trade-in values, freight and installation.

SUMMARY

In an effort to maintain a quality, safe and up-to-date fitness center a total of six (6) bikes from Push Pedal Pull and two (2) recumbent cross trainers and three (3) elliptical machines from Johnson Fitness/2nd Wind Exercise are being proposed for purchase. A total of two (2) quotes were received for the various pieces and are listed below. Warranty is 3 years parts/3 years labor for all equipment proposed for purchase.

Push Pedal Pull and Johnson Fitness/2nd Wind Exercise equipment are standards in the industry and are the same brands we currently have in the fitness center. These brands have served the facility well in terms of their reliability, durability and customer satisfaction. The proposed vendors have provided excellent and timely customer service in the past on any necessary repairs to equipment.

Item	Push Pedal Pull	Johnson Fitness/2 nd Wind Exercise
Bikes (6)	\$15,635.00	\$15,717.17
Recumbent Cross Trainers (2)	\$ 6,855.00	\$ 6,844.12
Elliptical Machines (3)	\$16,170.00	\$14,330.96

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept 2018 Donations & Grants for Various Parks and Recreation Programs

Meeting Date: August 13, 2018
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept 2018 donations/sponsorships/grants totaling \$12,357 for various parks and recreation programs/events through July 31, 2018.

SUMMARY

The Parks and Recreation Department receives various donations, sponsorships and grants from businesses and other organizations to support and enhance recreation programs and events.

<u>Business/Organization</u>	<u>Amount</u>	<u>Purpose</u>
Dairy Queen	\$500	Rec Program Sponsor
Heartland Credit Union	\$600	Special Event Sponsor
Various Businesses	\$7,925	Safety Camp Sponsors
Dr. Jennifer Eisenhuth	\$500	Special Event/Rec Sponsor
River Heights Arts Alliance	\$500	Special Event Sponsor
MedExpress	\$500	Special Event Sponsor
Hiway Federal Credit Union	\$500	Special Event Sponsor
Kane Transport	\$250	Special Event Sponsor
Sites Insurance Agency	\$75	Active Adult Sponsor
Senior Center Book Club	\$7	Active Adult Donation
MN Twins Community Fund	\$1,000	Youth Sports Grant
TOTAL	\$12,357	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 13, 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:

Madsen, Sharon, Communications Manager - Administration
 Waegener, Stephanie, Communications Specialist – Administration
 Hillstrom, Alexandra, Environmental Specialist - Planning

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Deneen, James, VMCC Operations Worker
 Miers, Matthew, Water Safety Instructor
 Nicholson, Brittany, Fitness Instructor

Seasonal Terminations:

Brown, Sara, Lifeguard
 Guggisberg, Abigail, Lifeguard
 Molstad, Rebecca, Lifeguard
 Sauro, Jodi, Recreation Instructor
 Tschida, Mitch, Recreation Instructor

Voluntary Terminations:

Buckley, Brandon, Firefighter
 Lanoue, Jim, Firefighter
 McLoughlin, Merrisa, Firefighter
 Wright, Jerret, Firefighter

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WILLIAM W. KRECH – Case No. 18-40VAC

Meeting Date: August 13, 2018
Item Type: Regular Agenda
Contact:  Heather Botten 651.450.2569
Prepared by:  Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Vacation and rededication of a drainage and utility easement for property located at 10118 Adam Avenue.

- Requires 3/5th's vote
- 60-day Deadline: August 24, 2018 (first 60-days)

SUMMARY

The applicant is requesting to vacate and rededicate a portion of the drainage and utility easement on his property. He is planning to install a pool and patio area and part of the improvements would encroach into the existing easement. Structures, including patios and pools, are not allowed in easements and therefore a partial vacation is being requested.

Staff has determined that the proposed vacation of said easement would be in the public interest as the applicant is proposing additional drainage and utility easement to maintain the storage volume of the infiltration basin on the property. Therefore, staff would be agreeable to the request provided the applicant complies with the conditions listed in the City Engineer's review letters and correspondence. This includes the applicant providing the new legal descriptions and depictions for modifying the easement and providing an emergency swale on the property.

RECOMMENDATION

City Staff: Planning and Engineering recommend approval of the request as proposed.

Planning Commission: At the August 7, 2018 public hearing, the Planning Commission recommended approval of the request (6-0).

Attachments: Vacation Resolution
Permanent Drainage and Utility Easement
Planning Commission Recommendation
Planning Report
Grading and Erosion Control Plan

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

RESOLUTION NO. 18-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
A PORTION OF A PUBLIC DRAINAGE AND UTILITY EASEMENT
ON LOT 18, BLOCK 1, FOREST RIDGE
BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

See Exhibit A

WHEREAS, the above-described Drainage and Utility Easement was created by dedication in the plat of Forest Ridge, Dakota County, Minnesota, and recorded on February 25, 2003, as Document No. 2004814 in the Office of the Register of Deeds in and for said County and State.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was held by the Planning Commission of Inver Grove Heights on August 7, 2018, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Drainage and Utility Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the land described above is not being used for drainage and utility purposes.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest.

WHEREAS, a majority vote of the City Council is in favor of this resolution.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Drainage and Utility Easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

See Exhibit A

2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.
3. That the Owner of Lot 18, Block 1, Forest Ridge convey a new public drainage and utility easement as approved by the City Engineering Department

Adopted by the City Council of Inver Grove Heights this 13th day of August, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

DRAINAGE AND UTILITY EASEMENT TO BE VACATED

That part of the drainage and utility easement dedicated to the public in the plat of FOREST RIDGE, according to the recorded plat thereof, Dakota County, Minnesota lying within Lot 18, Block 1, said FOREST RIDGE, and that part of the drainage and utility easement granted to the City of Inver Grove Heights dated August 27, 2012 and recorded October 31, 2012 as Document No. 2905566, described as follows:

Commencing at the southeast corner of said Lot 18; thence North 5 degrees 09 minutes 19 seconds East, along the east line of said Lot 18, a distance of 231.94 feet; thence South 78 degrees 03 minutes 03 seconds West, along north line of the drainage and utility easement dedicated in said FOREST RIDGE, a distance of 157.97 feet to the northwest corner of said drainage and utility easement; thence North 4 degrees 28 minutes 15 seconds East a distance of 2.02 feet to the point of beginning; thence South 56 degrees 59 minutes 37 seconds East a distance of 51.28 feet; thence South 33 degrees 00 minutes 23 seconds West a distance of 46.03 feet; thence North 56 degrees 59 minutes 37 seconds West a distance of 26.25 feet to the west line of the drainage and utility easement dedicated in said FOREST RIDGE; thence North 4 degrees 28 minutes 15 seconds East, along said west line, a distance of 52.40 feet to the point of beginning.

Exhibit A

**PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT FOR LOT 18, BLOCK 1,
FOREST RIDGE, DAKOTA COUNTY, MINNESOTA**

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 13th day of August, 2018, by and between William W. Krech and Adriana Krech, husband and wife, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the "City."

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

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

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

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and
- b.) to maintain the Permanent Easement Area and any City improvements located

therein, together with the right to excavate and refill ditches or trenches; and

c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

LANDOWNER:

William W. Krech

Adriana Krech

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared William W. Krech and Adriana Krech, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

**CITY:
CITY OF INVER GROVE HEIGHTS**

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of August, 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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 18, Block 1, Forest Ridge, Dakota County, Minnesota.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for drainage and utility purposes over, under and across that part of Lot 18, Block 1, FOREST RIDGE, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the southeast corner of said Lot 18; thence North 5 degrees 09 minutes 19 seconds East, along the east line of said Lot 18, a distance of 231.94 feet; thence South 78 degrees 03 minutes 03 seconds West a distance of 157.97 feet; thence North 4 degrees 28 minutes 15 seconds East a distance of 20.16 feet to the point of beginning; thence South 80 degrees 41 minutes 53 seconds West a distance of 58.04 feet; thence South 4 degrees 28 minutes 15 seconds West a distance of 13.79 feet; thence North 80 degrees 41 minutes 53 seconds East a distance of 58.04 feet to a line that bears North 4 degrees 28 minutes 15 seconds East from the point of beginning; thence North 4 degrees 28 minutes 15 seconds East a distance of 13.79 feet to the point of beginning.

Together with an easement for drainage and utility purposes over, under and across that part of said Lot 18 described as follows:

Commencing at the southeast corner of said Lot 18; thence North 5 degrees 09 minutes 19 seconds East, along the east line of said Lot 18, a distance of 231.94 feet; thence South 78 degrees 03 minutes 03 seconds West, along north line of the drainage and utility easement dedicated in said FOREST RIDGE, a distance of 157.97 feet to the northwest corner of said drainage and utility easement; thence South 4 degrees 28 minutes 15 seconds West, along the west line of said drainage and utility easement, a distance of 50.38 feet to the point of beginning; thence North 56 degrees 59 minutes 37 seconds West a distance of 21.16 feet; thence South 33 degrees 00 minutes 23 seconds West a distance of 15.19 feet; thence South 56 degrees 59 minutes 37 seconds East a distance of 29.42 feet to said west line of the drainage and utility easement; thence North 4 degrees 28 minutes 15 seconds East, along said west line, a distance of 17.29 feet to the point of beginning.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: August 7, 2018
SUBJECT: **WILLIAM W KRECH – CASE NO. 18-40VAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a vacation and rededication of a drainage and utility easement, for the property located at 10118 Adam Avenue. 6 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting to vacate and rededicate a portion of the drainage and utility easement on his property. He is planning to install a pool and patio area and part of the improvements would encroach into the existing easement. Structures, including patios and pools, are not allowed in easements and therefore a partial vacation is being requested. The Engineering Department would be agreeable to the request provided the applicant complies with the conditions listed. Staff recommends approval of the request with the conditions listed in the report. Ms. Botten advised that staff heard from one neighbor who was in support of the request.

Opening of Public Hearing

William Krech, 10118 Adam Avenue, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Krech replied in the affirmative.

Commissioner Scales closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Lissarrague, second by Commissioner Kramer, to approve the request for a vacation and rededication of a drainage and utility easement, for the property located at 10118 Adam Avenue.

Motion carried (6/0). This item goes to the City Council on August 13, 2018.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

HEARING DATE: August 7, 2018

CASE NO: 18-40VAC

APPLICANT & PROPERTY OWNER: William Krech

REQUEST: Vacation of a portion of a drainage and utility easement

LOCATION: 10118 Adam Avenue

COMPREHENSIVE PLAN: Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting to vacate and rededicated a portion of an existing public drainage and utility easement that was dedicated with the plat of Forest Ridge. The applicant would like to construct a pool and patio area on the property. Part of the improvements would encroach into the existing easement. Structures, including pools, are not allowed in easements and therefore a partial vacation is being requested. The particular easement was dedicated as part of the drainage system for the plat.

EVALUATION OF THE REQUEST

SURROUNDING USES: The subject site is surrounded by the following uses:

North - Residential; zoned A, Agricultural; guided RDR, Rural Density Residential
East - Residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
West Residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
South -Residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential

Since the request involves vacating a portion of a drainage easement, the Engineering Department has done the majority of the analysis. They have met with the applicant a couple of times to discuss the request. The applicant is requesting modifications to the existing drainage and utility easement which the City would be agreeable to provided, however, the applicant meet all of the conditions spelled out in the City Engineer's review letters and correspondence. In summary, the applicant is responsible for creating a new legal description and depictions for modifying the easement and paying for the city attorney's time in preparing the new easement documents. The applicant shall also provide an emergency swale to handle flow at a low velocity.

Planning Staff concurs with Engineering's comments and recommendations.

ALTERNATIVES

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

A. Approval: If the Planning Commission finds the vacation and rededication of easement to be acceptable, the Commission should recommend approval of the request with at least the following condition:

1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

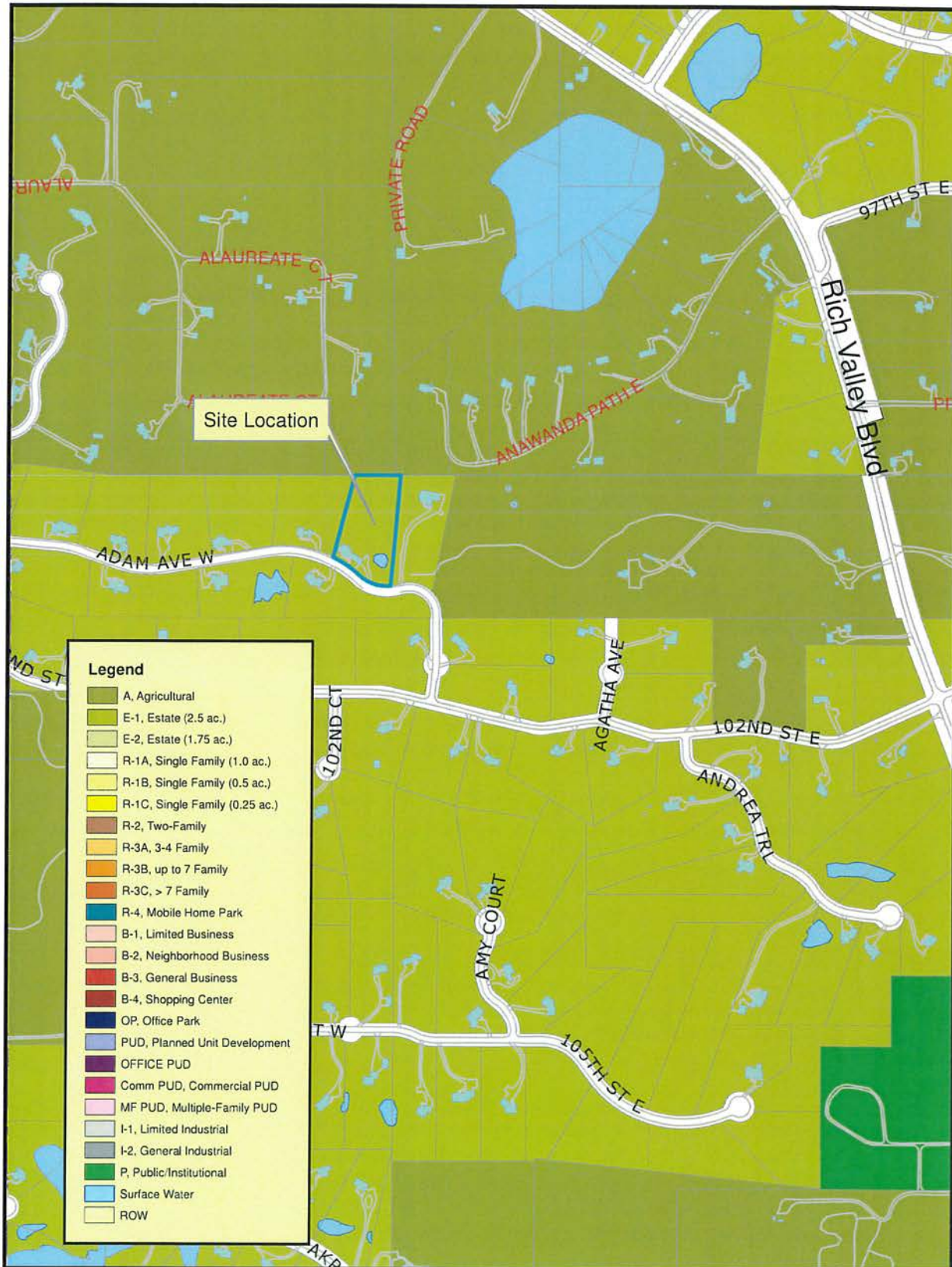
RECOMMENDATION

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

Attachments:	Location map
	Applicant narrative
	Easement depiction
	Letter from neighbor



10118 Adam Ave Case No. 18-40VAC



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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016

Exhibit A
Zoning and Location Map
Map not to scale

City of Inver Grove Heights
Planning Commission
8150 Barbara Ave
Inver Grove Heights, MN 55077

To whom it may concern:

We are requesting a vacation of the utility and drainage easement that runs north to south on the Forest Ridge development lot 18, address 10118 Adam Ave. This is highlighted on the attached plans. The easement would need to be vacated and re-established to allow the requested pool installation permit to be issued.

It is our intent to provide the needed corrective actions, to meet all existing volume requirements, on the existing property to maintain the engineered drainage plan. We would also submit the needed documentation to re-establish this easement as required allowing the construction of the requested addition and meeting all previous design elements of the existing easement.

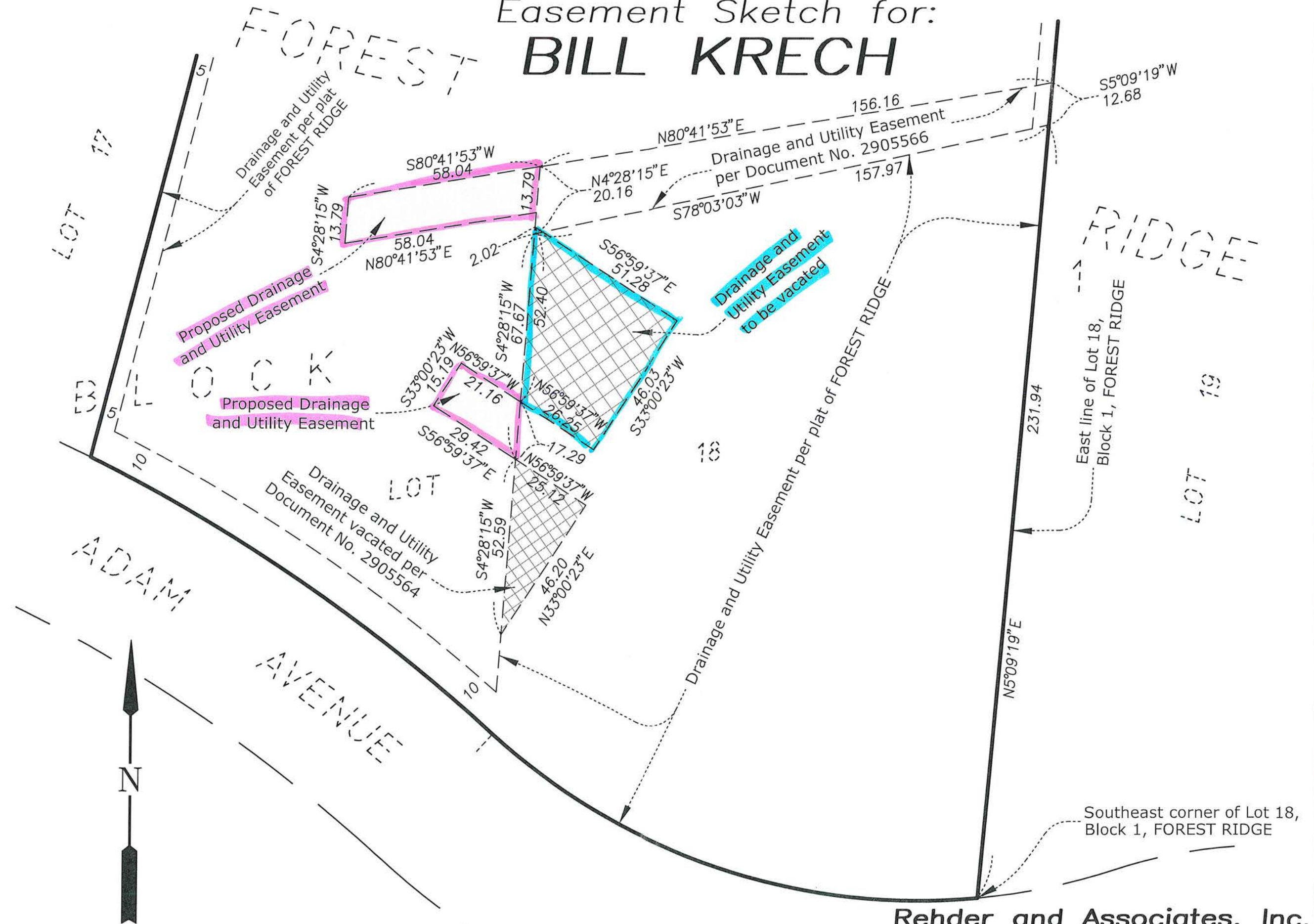
Please contact me if you require any additional information or have any detail questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'William W. Krech', written in a cursive style.

William W Krech
Vice President
Total Construction and Equipment, Inc.

Easement Sketch for: **BILL KRECH**

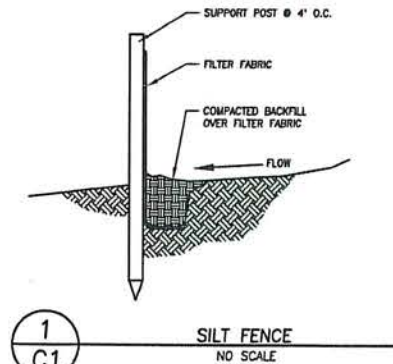


Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 240 • Eagan, Minnesota • Phone (612) 452-5051

LOT AREA = 2.66 ACRES
DISTURBED AREA = 0.17 ACRES



City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; for all information that pertains solely to the fabrication processes or to techniques of construction; for all coordination of the work of all trades; and for assuring consistency with the Contract Documents.

Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

☒ APPROVED
☐ APPROVED AS NOTED
☐ DISAPPROVED
☐ REVISED AND RESUBMIT

Date: 7/24/2018 By: Thomas J. Kelduschn

GRADING NOTES

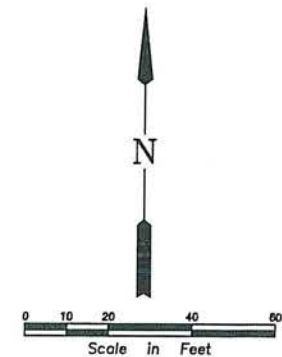
- 1 - All elevations shown are to final surfaces.
- 2 - All graded 3:1 slopes shall be covered with MnDOT Type 2 Erosion Control Blanket or sodded.
- 3 - Retaining walls over 4' high must be designed by a licensed engineer and approved by the City.

EROSION CONTROL NOTES

- 1 - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- 2 - Sweep paved public streets as necessary where construction sediment has been deposited.
- 3 - Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- 4 - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- 5 - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- o - SILT FENCE
- - - PROPOSED CONTOUR
- (23.2) - PROPOSED ELEVATION
- ST - EXISTING STORM SEWER
- 980 - EXISTING CONTOUR
- 995.50 - EXISTING ELEVATION



Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Eden Prairie, Minnesota 55349
612-432-9031 • Fax: 612-432-9797 • email: info@rehder.com

PROJECT NO.: 121-1319.047 DRAWING FILE: 1319047.DWG

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.

Name: Nicholas P. Adam Date: 7-18-18
Reg. No. 43858

Issued	CITY SUBMITTAL	ADDRESS CITY COMMENTS
5-23-18		
7-16-18		

GRADING & EROSION CONTROL PLAN
KRECH RESIDENCE POOL
10118 ADAM AVENUE
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER

C1

Heather Botten

From: Jeff Schuppe <jeffschuppe@hotmail.com>
Sent: Friday, August 3, 2018 7:51 AM
To: Heather Botten
Subject: William W Krech - Case No. 18-40VAC

Hi Heather,

My name is Jeff Schuppe and I live at the adjacent property to Bill Krech. My address is 10104 Adam Ave.

I am in support of Krech's intentions for a vacation and re-dedication of drainage and utility easement. I don't feel my approval is necessary as this is not my land, if city codes are met under this re dedication, which I am confident they will be, then I approve.

Thanks,
Jeff

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

HAMPTON COMPANIES – Case No. 18-37PUD

Meeting Date: August 13, 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
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider A Resolution approving the Final Plat, Final PUD Development Plan for the plat of Scenic Hills.

- Requires 3/5th's vote.
- 60-day deadline: August 17, 2018 (first 60-days)

SUMMARY

The applicant is proposing the final PUD development plans for Scenic Hills, consisting of 67 lot single family lots and one 32-bed senior care facility located on the north side of 80th Street between Hwy 3 and the golf course. The City Council approved the preliminary plat and PUD on December 11, 2017.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering has indicated they are comfortable with the final plans and they have met their conditions of approval. There are a few minor points to update on the plans but they will be approved by the city engineer before any works begins on site.

The development contract and related agreements are not in final form and will be placed on a future council agenda for approval before work can commence.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the two conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on July 17, 2018 and recommended approval (5-3). Some of the Commissioners are not in favor of 10 foot separation between buildings and believe 15 feet should be the minimum.

Attachments: Resolution approving the Final Plat, Final PUD Development Plans for the plat of Scenic Hills.
 Final Plat and Site Plan
 Planning Commission Recommendation
 Planning Report.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN
FOR THE PLAT OF SCENIC HILLS**

**CASE NO. 18-PUD
(Hampton Companies)**

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 11, 2017;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat, Final PUD Development Plan of Scenic Hills, is hereby approved subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat

Final Plat

Site Plan

dated 7/10/18

Grading Plan (5 sheets)

dated 6/15/18

Street Plan (15 sheets)

dated 6/15/18

Utility Plans (12 sheets)

dated 6/15/18

Storm Water Management Plan (18 sheets)

dated 6/15/18

Signage Plan

dated 6/15/18

Open Space Plan

dated 11/22/17

Landscape Plan

dated 7/17/18

Phasing Plan

dated 7/10/18

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

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 13th day of August, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota described as follows:
Commencing at the Northeast corner of said East One Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1120.00 feet to the point of beginning of the land to be described; thence N 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 660.00 feet; thence South 19 degrees 01 minutes 51 seconds West a distance of 763.27 feet to a point which is 400.00 feet East of the West line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) and 800.00 feet North of the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 800.04 feet to the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), distance of 915.37 feet to the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1521.69 feet to the point of beginning.
Except that part of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22) described as follows:

Beginning at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 583.74 feet; thence North 14 degrees 37 minutes 07 seconds East a distance of 393.61 feet,
Thence South 80 degrees 30 minutes 07 seconds East a distance of 488.78 feet to the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence South 0 degrees 26 minutes 24 seconds East along East line to the point of beginning.

AND EXCEPT that part of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), described as follows:

Commencing at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 583.74 feet; thence North 14 degrees

37 minutes 07 seconds East a distance of 885.08 feet to the point of beginning of the land to be described; thence North 59 degrees 09 minutes 44 seconds West a distance of 522.59 feet, thence North 19 degrees 01 minutes 51 seconds East a distance of 421.31 feet to the point of termination of the following described line:

Commencing at the Northeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 1120.00 feet to the point of beginning of the line to be described, thence North 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$), a distance of 660.00 feet and there terminating.

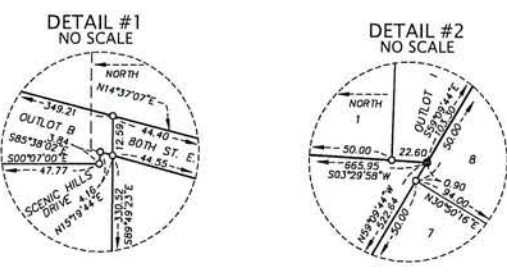
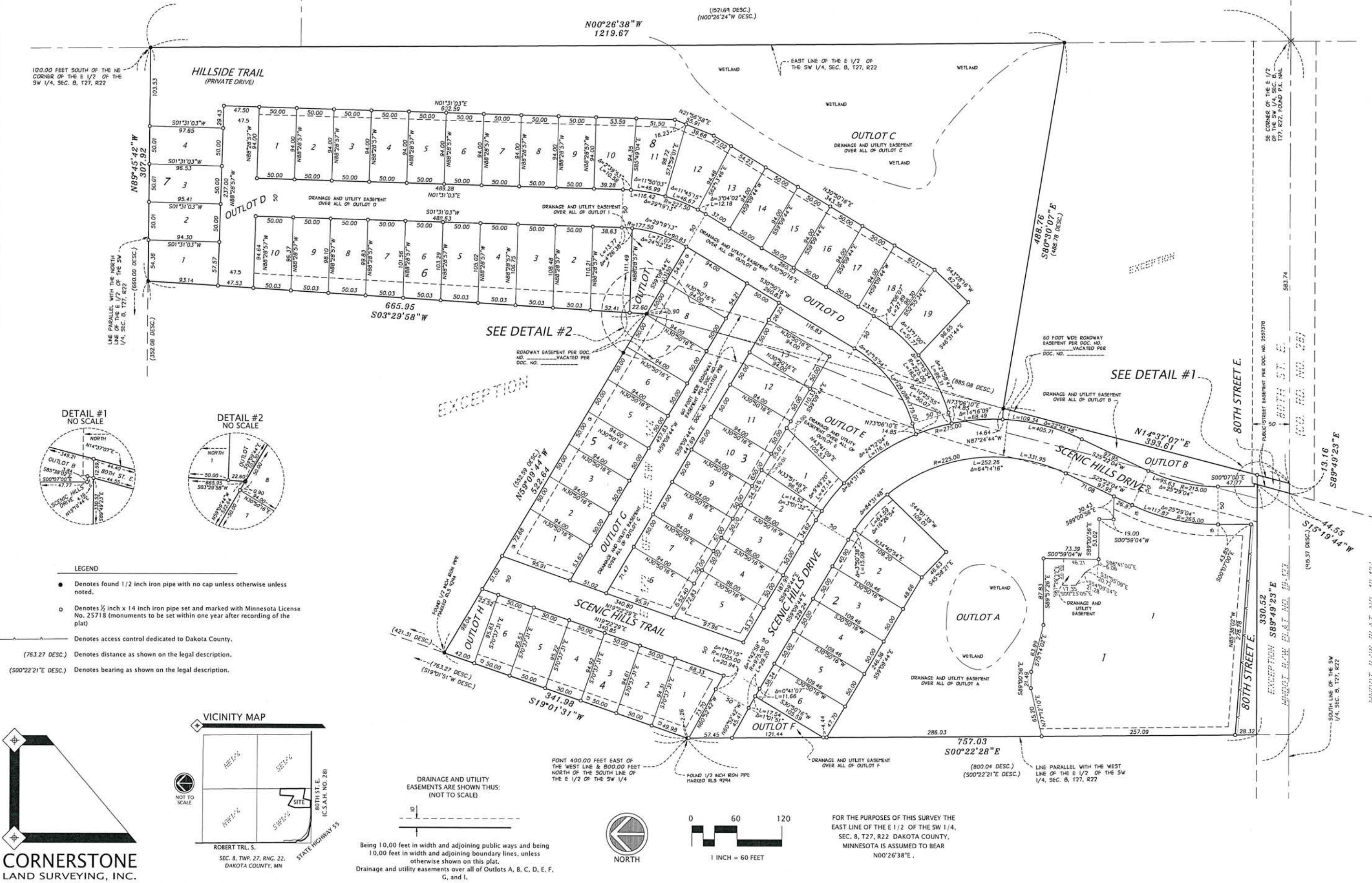
Thence South 89 degrees 45 minutes 42 seconds East along the above described line, a distance of 352.08 feet; thence South 3 degrees 30 minutes 30 seconds West a distance of 665.95 feet to the point of beginning.

EXCEPT that part platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-123.

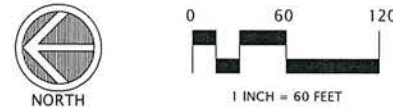
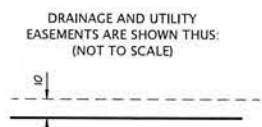
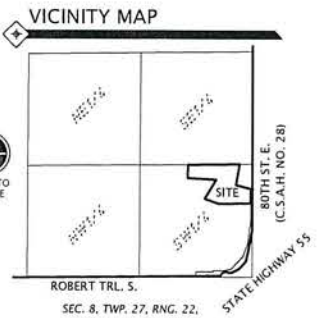
AND SUBJECT TO AND TOGETHER WITH a 60 foot easement for road purposes over part of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27), Range Twenty-two (22), being 30 feet on each side of the following described line: Commencing at the Southeast corner of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) a distance of 583.74 feet; thence North 14 degrees 37 minutes 07 seconds East a distance of 885.08 feet to the point of beginning of the line to be described, said point hereinafter to be known as Point "A", which is also the center of a 60 foot radius cul de sac which also becomes part of this easement; thence South 14 degrees 37 minutes 07 seconds West a distance of 94.00 feet; thence on a tangential curve concave to the Northwest, radius of 1324.02 feet, a central angle of 8 degrees 37 minutes 58 seconds, a distance of 199.49 feet to a point of reverse curve; thence on said curve concave to the Southeast, radius of 1324.04 feet, central angle of 8 degrees 37 minutes 58 seconds, a distance of 199.49 feet; thence South 14 degrees 37 minutes 07 seconds West, tangent to said curve, to the South line of said East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) and there terminating according to the Government survey thereof.

PID # 200080001351

SCENIC HILLS



- LEGEND
- Denotes found 1/2 inch iron pipe with no cap unless otherwise noted.
 - Denotes 1/2 inch x 14 inch iron pipe set and marked with Minnesota License No. 25718 (monuments to be set within one year after recording of the plat)
 - Denotes access control dedicated to Dakota County.
 - (763.27 DESC.) Denotes distance as shown on the legal description.
 - (S00°22'21"E DESC.) Denotes bearing as shown on the legal description.

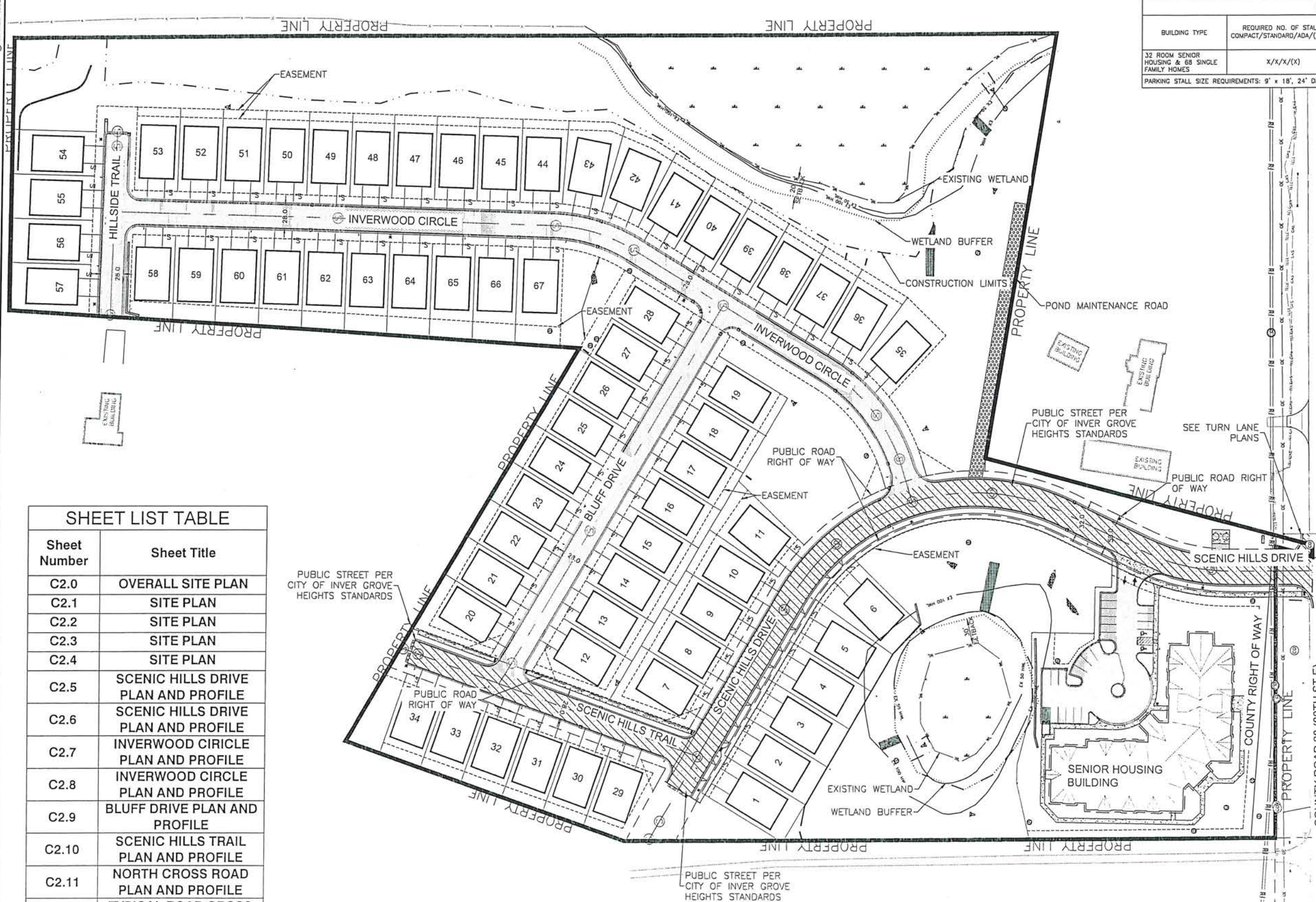


FOR THE PURPOSES OF THIS SURVEY THE EAST LINE OF THE E 1/2 OF THE SW 1/4, SEC. 8, T27, R22, DAKOTA COUNTY, MINNESOTA IS ASSUMED TO BEAR N00°26'38"E.

CORNERSTONE
LAND SURVEYING, INC.

© COPYRIGHT - AMI CONSULTING ENGINEERS P.A., 2018

2018 4/10/18 1:00 PM HAMPTON PROPERTIES IV, LLC - 1400 80TH STREET EAST INVER GROVE HEIGHTS, MN 55120



PARKING DATA			
BUILDING TYPE	REQUIRED NO. OF STALLS COMPACT/STANDARD/ADA/(TOTAL)	EXISTING NO. OF STALLS, COMPACT/STANDARD/ADA/(TOTAL)	PROPOSED NO. OF STALLS, COMPACT/STANDARD/ADA/(TOTAL)
32 ROOM SENIOR HOUSING & 68 SINGLE FAMILY HOMES	X/X/X/(X)	0/0/0/(0)	0/21/2/(23)
PARKING STALL SIZE REQUIREMENTS: 9' x 18', 24' DRIVE AISLE			

SITE DATA	
SITE/PARCEL SIZE	20.18 AC (877,569 SF)
BUILDING AREA	192,858 SF (20% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	7.69 AC/12.49 AC
LAND USE CLASSIFICATION	MEDIUM DENSITY RESIDENTIAL, PUD
CURRENT ZONING	A, AGRICULTURAL
FLOOD ZONE CLASSIFICATION	X

GENERAL GEOMETRIC AND PAVING NOTES:

1. SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR OR A LICENSED ENGINEER.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING LAYOUT, EXACT LOCATION AND DIMENSIONS OF STOPS/EXITS, RAMPS AND TRUCK DOCKS AND PRECISE BUILDING DIMENSIONS.
3. REFER TO SITE DEMOLITION PLAN FOR LIMITS OF PAVEMENT REMOVAL, IF APPLICABLE.
4. ALL PAVING DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS NOTED OTHERWISE. THE FLOW LINE OF CURB IS ASSUMED TO BE 8 INCHES FROM THE BACK OF CURB.
5. MEET REQUIREMENTS OF LOCAL GOVERNING AUTHORITY FOR WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING TEMPORARY TRAFFIC CONTROL. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED AND APPROVED BY THE CITY PRIOR TO BEGINNING WORK IN THE RIGHT OF WAY.
6. ALL SIDEWALKS SHALL HAVE POSITIVE SLOPE AWAY FROM THE BUILDING. THE MAXIMUM CROSS SLOPE SHALL BE 2.0% AND THE MAXIMUM LONGITUDINAL SLOPE SHALL BE 5.0% UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
7. NO SLOPE IN ANY DIRECTION SHALL EXCEED 2% IN ACCESSIBLE PARKING AND LOADING AREAS.
8. MATCH NEW AND EXISTING PAVEMENT SURFACES, SIDEWALKS AND CURBS AT SAWCUT LINES, ALLOWING NO PONDING OF WATER AT JOINTS. PROVIDE SMOOTH GRADE TRANSITION ACROSS NEW AND EXISTING JOINTS.
9. ALLOW MINIMUM OF SEVEN DAYS CURE FOR CURB AND GUTTER PRIOR TO PAVING.
10. ALLOW MINIMUM OF 24 HOUR COOLING PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
11. PROVIDE 4' TRANSITION OF 8518 CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.

SPECIAL SITE NOTES:

1. THE MAXIMUM IMPERVIOUS AREA PER LOT OF 2,900 INCLUDES THE ROOF OVERHANG.

SHEET LIST TABLE	
Sheet Number	Sheet Title
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN
C2.2	SITE PLAN
C2.3	SITE PLAN
C2.4	SITE PLAN
C2.5	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.6	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.7	INVERWOOD CIRCLE PLAN AND PROFILE
C2.8	INVERWOOD CIRCLE PLAN AND PROFILE
C2.9	BLUFF DRIVE PLAN AND PROFILE
C2.10	SCENIC HILLS TRAIL PLAN AND PROFILE
C2.11	NORTH CROSS ROAD PLAN AND PROFILE
C2.12	TYPICAL ROAD CROSS SECTIONS
C2.13	SITE DETAILS
C2.14	SITE DETAILS
C2.15	SITE DETAILS



Consulting Engineers P.A.
3640 TALMAGE CIR. VADNAIS HEIGHTS
651.337.9259 - amiengeers.com
SUPERIOR - IRON RANGE

SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
1400 80TH STREET EAST
INVER GROVE HEIGHTS, MN

OVERALL SITE PLAN

DATE: 06/15/2018
DRAWN BY: AJP
DESIGNED BY: ECR

JOB No: 151078
DATE: 06/15/2018
DRAWN BY: AJP
DESIGNED BY: ECR

C2.0

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 17, 2018
SUBJECT: **HAMPTON COMPANIES – CASE NO. 18-37PUD**

Reading of Notice

There was no public hearing notice.

Presentation of Request

Mr. Hunting explained the request as detailed in the report. He advised that Hampton Companies has submitted the final plat and final development plan for Scenic Hills, a 67-unit single-family development and 32-unit assisted living building. They are consistent with the preliminary plans approved by Council. Staff recommends approval of the request.

Commissioner Simon asked what the separation was between the homes.

Mr. Hunting replied there was a 5-foot setback on each side for a total separation of 10 feet.

Commissioner Simon asked if sidewalks were proposed on the private roads.

Mr. Hunting replied there would only be sidewalks on the public streets.

Commissioner Weber asked if Condition 18 had been amended.

Mr. Hunting replied it had not, it was the original verbiage from the preliminary plat.

Commissioner Weber asked if the Abbott's would be required to connect to the public road and whether they would have constant access throughout the development process.

Mr. Hunting replied that the Abbott's would have constant access and would ultimately access the private road.

Commissioner Simon pointed out a typo on the first page, second paragraph of the report.

Opening of Public Hearing

Joel Larson, 1341 County Rd D Circle, Vadnais Heights, advised he was available to answer any questions.

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

Mr. Larson replied in the affirmative.

Chair Maggi closed the public hearing.

July 17, 2018

Page 2

Planning Commission Discussion

Commissioner Wippermann advised that because of the 10-foot separation and small lots he would be voting no. He was concerned about the precedent this would set and he could see no reason to deviate from the normal guidelines as it was not designated as affordable housing, senior housing, etc.

Commissioner Simon advised she would be voting no as well because of the 10-foot separation.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Weber, to approve the request for a final plat and final PUD Development Plan for Scenic Hills.

Motion carried (5/3 - Wippermann, Simon, Maggi). This item goes to the City Council on August 13, 2018.

Recommendation to City Council

July 17, 2018

Page 3

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: July 12, 2018

CASE NO: 18-37PUD

APPLICANT: Hampton Companies

REQUEST: Final Plat and Final PUD Development Approval for Scenic Hills

MEETING DATE: July 17, 2018

LOCATION: 1375 80th Street

COMPREHENSIVE PLAN: LMDR-NWAPUD

ZONING: R-1C, R-3C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Hampton Companies has submitted the final plat and final development plan for Scenic Hills, a 67 unit single family and a 32 bed senior care facility development.

The City Council approved the preliminary plat and development plans for Blackstone Highlands on December 11, 2017 with 24 conditions.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 24 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot layout is the same as the preliminary plat. There are 67 lots for single family homes, one lot for the senior building and 9 outlots. Outlots A,B,C,D,E,F and I are for storm water ponding and will be deeded to the City. Outlots D, G are for the private streets and Outlot H is reserved for future development.

Site Plan. The site plan is consistent with the preliminary plans. The lot configuration and design in the final plat are the same as the preliminary site plan other than the single family lot count has dropped by one to 67 because the storm ponding in Outlot E needed to be increased in size.

Open Space Plan. The open space plan is consistent with the preliminary plan. The plan exceeds all open space requirements.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed comments from engineering and the city's consultants. Overall, there are some minor issues yet to be resolved, but the review is down to final comment. This condition has been satisfied.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for all necessary easements except that the plat must be revised to show five foot side yard easements on the single family lots. A revised plat must be submitted and approved before plat and documents are released for recording.

Condition #4 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #5 relating to park dedication. Final park dedication calculations will be described in the development contract.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall is working with the developer to see if there is a possibility of an emergency access established within an easement area required by Engineering along the west boundary.

Condition #7 relating to comments from Dakota County. The final plat was sent to Dakota County. The County had no further comments. Condition satisfied.

Condition #8 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #9 relating to porous pavement not required on wide driveways. Condition listed to clarify Council approval of flexibility from requirement. Storm water design takes into account this impervious surface.

Condition #10 relating to protection of undisturbed areas and payment of plat connection fees. The grading plans identify grading limits and placement of silt fence to mark the grading limits.

Final connection fee payments will be addressed in the development agreement.

Condition #11 relating to acknowledgement of building permit utility connection fees. Condition clarifying Northwest Ares building permit connection fees are owed along with standard fees.

Condition #12 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 13 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #14 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #15 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #16 relating to addressing comments from City Engineer and Consultants. The City Engineer has noted that the final plans address the comments from the consultants and from city comments with only minor changes still needed. This condition has been satisfied.

Condition #17 relating to street lighting. Street lights will be required at main intersections. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

Condition #18 relating to providing uninterrupted access to the Abbott parcel. This condition will be addressed in the development contract and on final utility/grading/phasing plans. Engineering will ensure the driveway is open at all times or will require developer to notify the Abbotts if the driveway has to be blocked for short periods of time.

Condition #19 relating to setbacks and placement of homes. This condition clarifies that the building envelope on the site plan is the maximum building envelope for all structures and hard surface.

Condition #20 relating to payment of all Northwest Area connection fees. Final fee calculations to be identified in the Development Contract.

Condition #21 relating to specific impervious surface allowance per lot. This condition clarifies the maximum impervious surface allowed for all hard surface on each lot. This will also coincide with the building envelope.

Condition #22 relating to project conditioned upon Council determination of sewer extension along 80th or need for lift station. The City Council determined that extension of city sewer along 80th will not occur at this time. The project therefore must construct its own temporary lift station. Once city sewer is constructed in 80th, this project will be required to abandon the lift station and connect to city sewer.

Condition #23 relating to construction of turn lanes on 80th Street. The developer is to work with Dakota County on permits and design of turn lanes. The construction costs are to be borne by the developer.

Condition #24 relating to tree reforestation/landscape plan shortages. The preliminary plan was short 101 trees. There are two options to resolve the shortage. Either modify the plan to show all required plantings or pay a cash contribution to the tree fund. The applicant had indicated they would be submitting a revised plan that would provide the required number of trees. A revised landscape plan had not been submitted by the time this report was completed. Therefore, the condition should remain and can be worked out prior to Council review.

ALTERNATIVES

A. **Approval.** Approval of the Final PUD Development Plans for Scenic Hills subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat

Final Plat

Site Plan

dated 7/10/18

Grading Plan (5 sheets)

dated 6/15/18

Street Plan (15 sheets)

dated 6/15/18

Utility Plans (12 sheets)

dated 6/15/18

Storm Water Management Plan (18 sheets)

dated 6/15/18

Signage Plan

dated 6/15/18

Open Space Plan

dated 11/22/17

Landscape Plan

Phasing Plan

dated 7/10/18

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
 3. The total tree reforestation/landscape plan is short 101 trees. The planting shortfall shall either be planted on site or a cash contribution be paid by the developer. Final details to be worked out prior to Council review of the final plans.
- B. Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Scenic Hills subject to the conditions stated above.

ATTACHMENTS:

Site Location Map
Preliminary PUD conditions of approval and site plan
Final Plat
Site Plan
Grading Plan
Open Space Plan
Phasing Plan

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 68 SINGLE FAMILY LOTS, A 32-UNIT SENIOR
HOUSING BUILDING ON ONE LOT AND FOUR (4) OUTLOTS FOR THE PLANNED
DEVELOPMENT TO BE KNOWN AS SCENIC HILLS**

**CASE NO. 17-42PUD)
(Hampton Companies)**

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 5, 2017;

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

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

Preliminary Plat	10/19/17
Preliminary Site Plan (15 sheets)	10/23/17
Preliminary Grading and Drainage Plan (4 sheets)	10/23/17
Preliminary Utility Plan (10 sheets)	10/24/17
Preliminary Storm Management Plan (12 sheets)	10/23/17
Preliminary Landscape Plan	10/23/17

Preliminary Tree Preservation Plan (2 sheets)	10/23/17
Preliminary Open Space Plan	10/23/17
Senior Living Exterior Elevation Plan	8/20/17

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
9. Driveways are not required to provide porous pavement if over 20 feet wide provided individual lot impervious surface is not exceeded.
10. The developer shall be responsible to insure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
11. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.

12. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

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

13. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
14. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.
15. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning
 - Other Agreements as Required
16. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the Emmons and Olivier memorandum.
17. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.
18. Access to the Abbott parcel shall remain open at all times and developer shall be responsible for establishing a permanent driveway access to the new public street. **An easement shall be created granting access across the private road to 80th Street for the Abbott parcel. The easement shall terminate once the property redevelops and utilizes the public access.**
19. All building setbacks for all lots shall conform to the building pad location on each lot and no structure shall be placed outside the building pad.

20. Developer shall pay all required Northwest Area plat connection fees at time of plat release and pay Northwest Area building permit connection fees with each individual unit building permit.
21. A specific impervious surface be allotted per lot and listed on the final plan set. The applicant can determine how they want to do this, but it must be consistent with the design calculations of 2,900 square feet of impervious surface per lot.
22. The proposed utility plans are designed based on sewer extension along 80th Street that are part of City Project No. 2018-02 80th Street Sanitary Sewer Improvements (Robert District). If the City Council does not approve ordering and funding Project No. 2018-02, the utility plans must be redesigned to provide a lift station to serve the site.
23. The applicant shall be responsible for costs and construction of the turn lane improvements on 80th Street as required by Dakota County. Full details of the lane construction must be submitted and approved as part of the final PUD plan sets. Dakota County must also approve all plan designs prior to construction work.
24. The total tree reforestation/landscaping plan is short 101 trees. The planting shortfall shall either be planted on site or a cash contribution be paid by the developer. Final details to be worked out through the final PUD review.

Passed this 11th day of December, 2017.

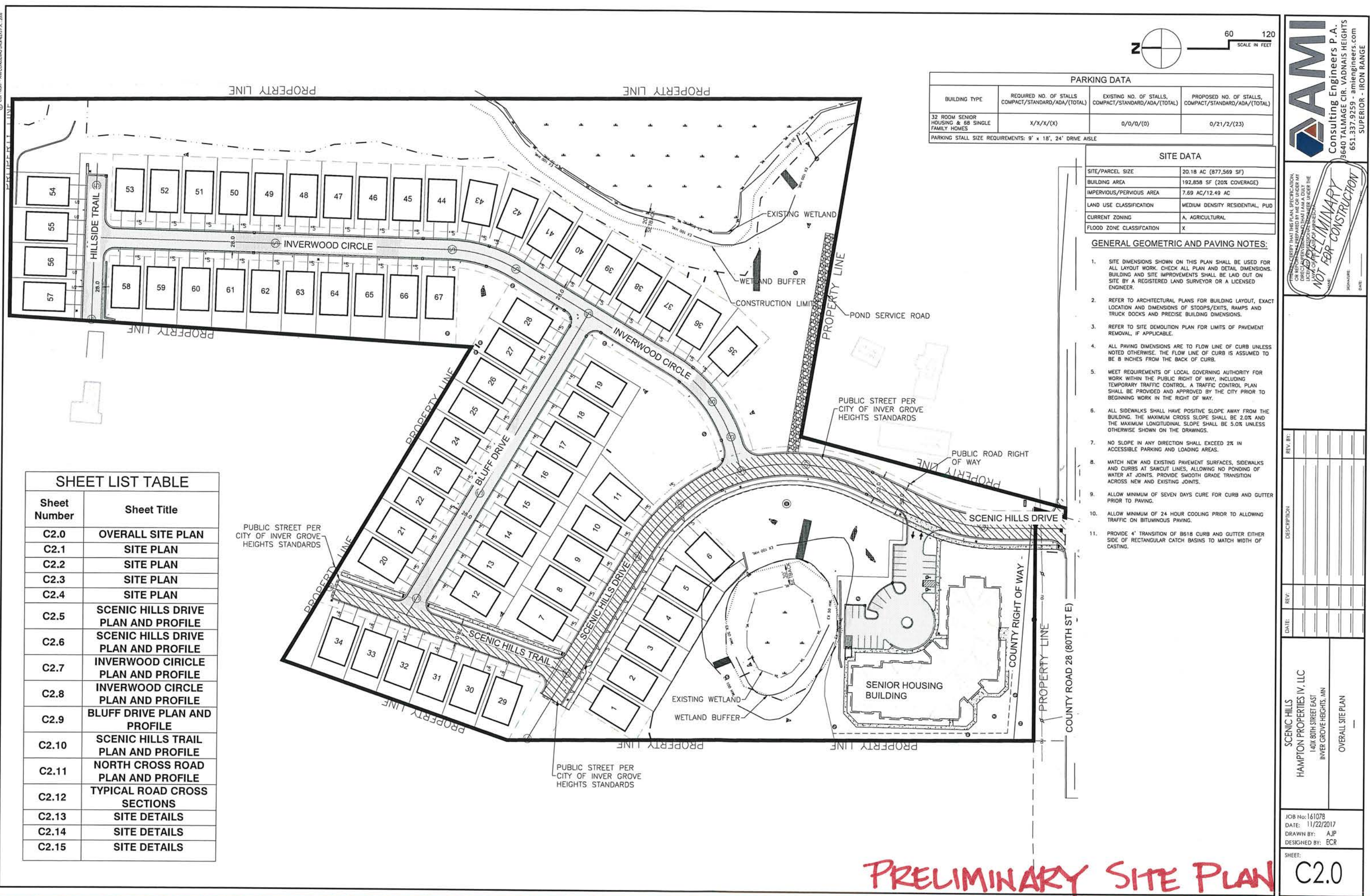
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



SHEET LIST TABLE

Sheet Number	Sheet Title
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN
C2.2	SITE PLAN
C2.3	SITE PLAN
C2.4	SITE PLAN
C2.5	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.6	SCENIC HILLS DRIVE PLAN AND PROFILE
C2.7	INVERWOOD CIRCLE PLAN AND PROFILE
C2.8	INVERWOOD CIRCLE PLAN AND PROFILE
C2.9	BLUFF DRIVE PLAN AND PROFILE
C2.10	SCENIC HILLS TRAIL PLAN AND PROFILE
C2.11	NORTH CROSS ROAD PLAN AND PROFILE
C2.12	TYPICAL ROAD CROSS SECTIONS
C2.13	SITE DETAILS
C2.14	SITE DETAILS
C2.15	SITE DETAILS

PARKING DATA

BUILDING TYPE	REQUIRED NO. OF STALLS COMPACT/STANDARD/ADA/(TOTAL)	EXISTING NO. OF STALLS COMPACT/STANDARD/ADA/(TOTAL)	PROPOSED NO. OF STALLS COMPACT/STANDARD/ADA/(TOTAL)
32 ROOM SENIOR HOUSING & 68 SINGLE FAMILY HOMES	X/X/X/(X)	0/0/0/(0)	0/21/2/(23)

PARKING STALL SIZE REQUIREMENTS: 9' x 18', 24' DRIVE AISLE

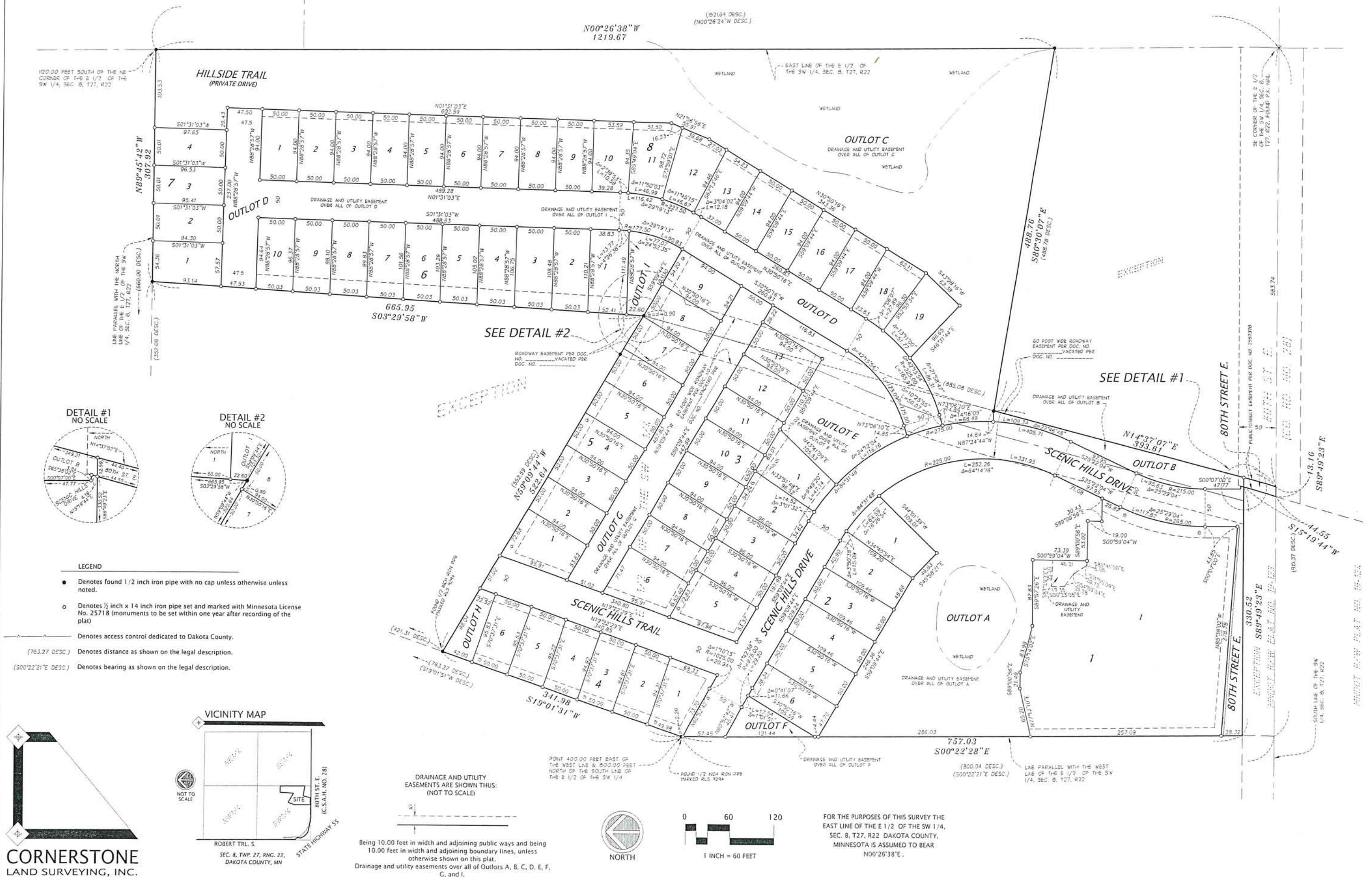
SITE DATA

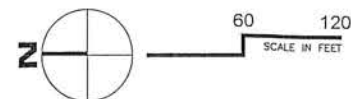
SITE/PARCEL SIZE	20.18 AC (877,569 SF)
BUILDING AREA	192,858 SF (20% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	7.69 AC/12.49 AC
LAND USE CLASSIFICATION	MEDIUM DENSITY RESIDENTIAL, PUD
CURRENT ZONING	A, AGRICULTURAL
FLOOD ZONE CLASSIFICATION	X

GENERAL GEOMETRIC AND PAVING NOTES:

- SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR OR A LICENSED ENGINEER.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING LAYOUT, EXACT LOCATION AND DIMENSIONS OF STAIRS/EXITS, RAMPS AND TRUCK DOCKS AND PRECISE BUILDING DIMENSIONS.
- REFER TO SITE DEMOLITION PLAN FOR LIMITS OF PAVEMENT REMOVAL, IF APPLICABLE.
- ALL PAVING DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS NOTED OTHERWISE. THE FLOW LINE OF CURB IS ASSUMED TO BE 8 INCHES FROM THE BACK OF CURB.
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- ALL SIDEWALKS SHALL HAVE POSITIVE SLOPE AWAY FROM THE BUILDING. THE MAXIMUM CROSS SLOPE SHALL BE 2.0% AND THE MAXIMUM LONGITUDINAL SLOPE SHALL BE 5.0% UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
- NO SLOPE IN ANY DIRECTION SHALL EXCEED 2% IN ACCESSIBLE PARKING AND LOADING AREAS.
- MATCH NEW AND EXISTING PAVEMENT SURFACES, SIDEWALKS AND CURBS AT SAWCUT LINES, ALLOWING NO PONDING OF WATER AT JOINTS. PROVIDE SMOOTH GRADE TRANSITION ACROSS NEW AND EXISTING JOINTS.
- ALLOW MINIMUM OF SEVEN DAYS CURE FOR CURB AND GUTTER PRIOR TO PAVING.
- ALLOW MINIMUM OF 24 HOUR COOLING PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
- PROVIDE 4' TRANSITION OF B618 CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.

SCENIC HILLS





SITE DATA	
SITE/PARCEL SIZE	20.18 AC (877,569 SF)
BUILDING AREA	192,858 SF (20% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	7.69 AC/12.49 AC
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10. ALLOW MINIMUM OF 24 HOUR COOLING PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
11. PROVIDE 4' TRANSITION OF 8% CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.

PLEASE CERTIFY THAT THIS PLAN, SPECIFICATION, OR CONTRACT PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND CONTROL, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND CONTROL BY A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NOT FOR CONSTRUCTION

NAME _____ DATE _____

SIGNATURE _____

[illegible]

SCENIC HILLS
HAMPTON PROPERTIES IV, LLC
140X 80TH STREET EAST
INVER GROVE HEIGHTS, MN

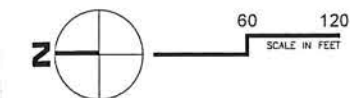
OVERALL SITE PLAN

JOB No: 161078
DATE: 06/15/2018
DRAWN BY: AJP
DESIGNED BY: ECR

SHEET:

C2.0

RECEIVED
JUL 10 2018



	FLOW ARROW
	SPOT ELEVATION
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	TIP-OUT CURB AND GUTTER
	RIPRAP
	CONSTRUCTION LIMITS
	VEGETATED SWALE
	WETLAND BUFFER

CUT / FILE SUMMARY	
TOTAL CUT	56,886 CY
TOTAL FILL	R: RANCH
NET CUT/FILL	0.889
CUT AND FILL IS FROM EXISTING GRADE	
VV TO FINISHED GRADE	

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
2. INFILTRATION BMP'S WILL NOT BE EXPOSED TO THEIR FINAL GRADE/NATIVE SOILS UNTIL THE DEVELOPMENT IS BUILT OUT AND FULLY STABILIZED
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
4. CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
5. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
6. REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
7. MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
8. SEE CIVIL SITE PLAN FOR SITE LAYOUT.
9. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
10. SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT LABELED ME REFERS TO WATCH EXISTING GRADE, EGF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
11. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
12. NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL), UNLESS OTHERWISE NOTED.
13. UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
14. LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
15. ALL RETAINING WALLS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED DURING THE GRADING PHASE.

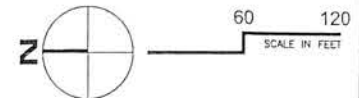
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C3.2	GRADING PLAN
C3.3	GRADING PLAN
C3.4	GRADING PLAN



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.



SITE DATA	
SITE/PARCEL SIZE	20.18 AC (877,569 SF)
BUILDING AREA	192,858 SF (20% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	7.59 AC/12.49 AC
LAND USE CLASSIFICATION	MEDIUM DENSITY RESIDENTIAL, PUD
CURRENT ZONING	A, AGRICULTURAL
FLOOD ZONE CLASSIFICATION	X

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10. ALLOW MINIMUM OF 24 HOUR COOLING PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
11. PROVIDE 4" TRANSITION OF B618 CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.

RECEIVED
JUL 10 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS - Case No. 18-39S

Meeting Date: August 13, 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 Plat and Final Plat for the plat of McGroarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street.

- Requires a 3/5th's vote.
- 60-day deadline: August 17, 2018 (first 60 days)

SUMMARY

The City has initiated a request to subdivide a portion of city owned property between Hwy 52 and Blaine Avenue, south of Upper 55th Street. The proposal is to divide an approximate 13 acre parcel into 2 lots, 2 outlots and right-of-way for a future street.

ANALYSIS

- The City has owned the property since at least the 1960's. Property was given to City for park purposes. Past Council's chose not to pursue as a park. Deed restrictions have since expired.
- City Administrator approached by owner of AmericInn about purchasing 2.5 acres so they could move their park n ride business to the hotel site. City has been working the owner on a purchase agreement. If plat approved, owner would purchase Lot 1 for a future park n ride lot.
- Plat consists of 2 lots. Lot 1 which AmericInn would like to purchase and Lot 2 for future use. Outlot A would be absorbed into McGroarty Park and Outlot B is for future development. The public street would be built when the other parcels develop. Cost of road would be assessed to benefited properties.
- A 20 foot wide easement would be dedicated along the west boundary of the plat for future city trail.
- Lots meet minimum standards. Engineering has been involved in plat design looking at future storm water needs.

RECOMMENDATION

Planning/Engineering. Plat meets standards for development.

Planning Commission. Recommended denial of the plat (8-0). Commission believes land should be developed as a whole and not divided into smaller lots.

Attachments: Resolution approving Preliminary and Final Plat for McGroarty Park 1st Addition
 Resolution denying Preliminary and Final Plat for McGroarty Park 1st Addition
 Planning Commission Recommendation
 Planning Staff Report

APPROVAL RESOLUTION

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR THE PLAT
OF McGROARTY PARK 1ST ADDITION**

CASE NO. 18-39S

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the Preliminary/Final Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on July 17, 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 approval of a purchase agreement and 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 13th day of August, 2018.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DENIAL RESOLUTION

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

RESOLUTION NO. ____

**RESOLUTION DENYING THE REQUEST TO SUBDIVIDE PROPERTY INTO THE
PLAT OF MCGROARTY PARK 1ST ADDITION**

CASE NO. 18-39S

WHEREAS, an application has been submitted by the City for property legally described as;

SEE EXHIBIT A

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on July 17, 2018 in accordance with Minnesota Statutes, Section 462.357, Subdivision 3;

WHEREAS, the Planning Commission raised concerns regarding the plat and the current land use designation of the property;

WHEREAS, based on public testimony and discussion, the Planning Commission recommended denial of the preliminary/final plat application based on the following findings:

1. There has not been enough effort put into marketing the property and that subdividing the lot at this time was premature and would impact the current vision of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that request to subdivide property into the plat of McGroarty Park 1st Addition is hereby denied.

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 17, 2018

SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 18-39S**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat to create a two-lot, three outlot subdivision to be known as McGroarty Park 1st Addition, for the property located at 5861 Blaine Avenue. 27 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the City is initiating a request to subdivide a portion of City-owned land between the west side of Highway 52 and Blaine Avenue, south of Upper 55th Street. The plat would consist of two lots and two outlots. The owners of the AmericInn Hotel are looking for a permanent location for their park-n-ride lot that they are currently operating out of the theater parking lot, with a potential future convention/meeting room being added to the hotel. They approached the City about purchasing some land for the operation. AmericInn is looking at purchasing a 2.5-acre parcel which would be Lot 1. Lot 2 would be retained by the City and sold at a later date. Outlot A is a remnant parcel divided by the Highway 52 right-of-way and would become part of McGroarty Park on the west side of the highway. Outlot B would be for future development. A 20-foot trail easement shall be dedicated with the plat. The property was originally given to the City for park purposes but over the years the Councils have chosen not to use it as a park. The property has been guided for Office for at least the last 20 years. The City received two emails from neighboring property owners, both of which were distributed to the Commission.

Commissioner Simon asked who would pay for the construction of Blackshire Court should the AmericInn purchase be approved.

Mr. Hunting replied that the street would not be built with this development as AmericInn would access the property through their existing lot. If it was built the cost would be assessed back to the property owners who would gain benefit from that street.

Commissioner Wippermann asked how selling a portion of this property would impact the plan for this whole area becoming an office campus.

Mr. Hunting replied that it is not looked at as a detriment because the northern portion would likely be developed separately from the southern portion due to significant topographical changes.

Commissioner Scales closed the public hearing.

Opening of Public Hearing

Brett Rose, 5861 Blaine Avenue, advised he was available to answer any questions.

Recommendation to City Council

July 17, 2018

Page 2

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Rose replied in the affirmative, but advised they had a concern about the drainage easement shown on the southern portion of Lot 1.

Mr. Hunting advised that the easement would be discussed at such time as development occurred, including potential adjustment of the easement.

Cynthia Smith, 5986 Blaine Avenue, stated that prior to purchasing their home in 2016 they spoke with the City and looked at the comprehensive plan to see what the future use was for the property across from them. It was designated as Office. According to the comprehensive plan Highway 52 may get expanded to six lanes and she was concerned about the noise impact that removal of the existing vegetation would have on nearby residents. She stated the homeowners in her neighborhood relied on plans published by the City before investing in their homes and she was concerned about the negative impact this would have on her neighborhood. She felt that an office complex like CHS would enhance the property whereas the proposed Regional Commercial would be detrimental. She does not want to be looking at a parking lot. Ms. Smith stated the property should remain zoned as is as residents should be able to rely on what the City commits to regarding land use.

Jim Murphy, 6042 Blaine Avenue, agreed with Ms. Smith's concerns, stating the proposed change would be detrimental to the neighbors. He advised that if the existing hill is removed to do the proposed work it would result in excessive noise which is currently buffered by the trees and he was concerned about the negative impact this would have on their property values and quality of life.

Commissioner Scales asked for clarification of the current guiding for the subject property.

Mr. Hunting replied that it has been guided for Office for at least 20 years and it was assumed it would develop into an office park.

Commissioner Niemioja asked if the City had ever marketed this area for office development.

Mr. Link replied that two of the three parcels were owned by the City; the middle parcel was owned by MNDOT. The City has expressed an interest to MNDOT to acquire the property to the south, but they have not yet been successful. If at some point that parcel is purchased it would create a much larger parcel and they would actively market the property at that time.

Commissioner Niemioja asked how long that has been in the works.

Mr. Link replied they have been working on environmental investigation, negotiations, etc. for 5-10 years.

Commissioner Weber noted that the Dakota County website states that the middle parcel is owned by the City.

Recommendation to City Council

July 17, 2018

Page 3

Mr. Link advised that the County records are incorrect in this case; it is actually owned by MNDOT.

Dan Capiz, 5964 Blaine Avenue, advised that he and his family live across the street from the subject property, which is currently wooded and makes a natural buffer from Highway 52. He advised that he had discussions prior to buying his home 10 years ago regarding this property and was told there was no plan to build at this time, but it was zoned for office. He stated that to live across the street from a park and then to have it taken away for a parking lot or commercial project was concerning and changed everything a person feels about their property. He stated there were some minor disturbances due to the foot traffic in this area, but this would open it up to even more potential issues.

Commissioner Scales asked Mr. Capiz if he was aware when he bought the property that it was guided for office across the street.

Mr. Capiz replied it was described as being similar to the offices up the street which would have been fine with them.

Chair Maggi asked if there were ordinance rules about noise control from the highway or buffer distances.

Mr. Hunting replied there were no buffer requirements for office or commercial in regard to the highway noise. He noted that tree removal would occur no matter what the development was, but future buildings may act as a buffer.

Brett Rose, 5861 Blaine Avenue, advised that because they were concerned about minimizing the impact to the neighbors they chose to expand to the south instead of the east so the neighbors could retain the tree buffer.

Commissioner Niemioja asked if AmericInn's park-n-ride lot at the theatre was already filled.

Mr. Rose replied they are proposing to move from the park-n-ride lot from the theater location to the subject property.

Ms. Smith stated the concern is not just with what was being proposed today but what could happen in the future if this gets rezoned. She suggested that AmericInn use available commercial lots that were already appropriately zoned rather than trying to change the land use on this property. The current park-n-ride lot has semi's and people hanging around at night which is not what they want in their residential neighborhood, especially with a daycare across the street. Whatever goes in on this property should blend with the existing community and the neighbors are asking the Commission not to approve something that would negatively impact the neighbors.

Commissioner Scales asked Ms. Smith what she would like to see on this property.

Ms. Smith replied that when they moved in they were told it would likely be either nothing or a larger complex like CHS, which she feels would be a nice addition to the community and would

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blend with the surrounding area. She did not feel the proposed use would be a good fit for this community.

Linda Murphy, 6042 Blaine Avenue, advised that when they purchased their home they were told this property would have no tall commercial buildings, and that if it was developed it would be manicured two story office buildings. She advised that currently the property is being used informally as a park by people walking it with their children and pets and she questioned why this land was never developed into a park. She was opposed to the zoning change and how it would negatively affect their property values.

Commissioner Scales asked staff when the property was donated to the City.

Mr. Hunting stated he was unsure, but that it was likely prior to the highway being built.

Molly Steiner, 6008 Blaine Avenue, agreed with the previous neighbors' comments, stating she never would have purchased her home had she known there was the potential for what was being proposed. She stated she had three children and had safety concerns about the proposed use.

Vance Grannis, 9249 Barnes Avenue, gave the history of the parcel. He advised that it was given to the City shortly after it was incorporated in 1965. It was given to them by the South St. Paul Kiwanis Club who had used it for boy scout camping, etc. The property was later split when Highway 52 was built. The parcel owned by MNDOT was previously the South St. Paul Rod and Gun Club.

Brett Rose, 5861 Blaine Avenue, said it was his understanding that the property was not being rezoned, but rather the request was just for a preliminary and final plat.

Mr. Hunting replied in the affirmative, stating the application is only for the subdivision. If that gets approved and the land is sold, they would then have to come back with a request to rezone just this one lot.

Commissioner Scales asked for clarification of the anticipated use for the balance of the property.

Mr. Hunting replied that from the City's perspective there is no plan for the balance of the parcels. They would remain as McGroarty Park at this time.

Commissioner Weber asked what the maximum height allowed would be for the current land use designation of Office PUD.

Mr. Hunting advised they would look that up in the Zoning Code

Ms. Smith stated that although the building could be taller, there were other requirements in City Code specifying that the plan include landscaping and that it must blend with the neighborhood.

Commissioner Niemioja advised that those would be required of a parking lot as well.

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Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Lissarrague stated that he sympathized with the neighbors who relied on the information they were given when they invested in their homes and were now being told something different.

Commissioner Niemioja stated that while the comprehensive plan can be amended, she was concerned that this land had not yet been marketed. She was reticent to subdivide the property, and ultimately rezone it, and lose the potential opportunity for something like an office complex. She noted there were other ways for AmeriInn to expand their park-n-ride parking and would like City Council to address this matter before making a decision.

Chair Maggi agreed, stating that City Council denied the first apartment proposal at Argenta Hills as they felt it was premature. She felt the same way about this project and did not want to subdivide it before marketing it for a higher and better use.

Commissioner Lissarrague stated this was similar to a recent application in which the neighbors were opposed to a park being subdivided into three lots; in that instance the Planning Commission listened to the neighbors.

Planning Commission Recommendation

Commissioner Weber asked if they could move the application forward without a recommendation.

Mr. Hunting replied in the affirmative, adding that if they were not in favor they could also recommend denial.

Commissioner Wippermann stated this is a fairly large piece of property that has the potential to do something great; therefore, he was opposed to parceling off property at this point and was concerned that this would be different from what the neighbors had been told would occur on this property.

Motion by Commissioner Wippermann, second by Commissioner Niemioja, to deny the request for a preliminary and final plat to create a two-lot, two outlot subdivision to be known as McGroarty Park 1st Addition, for the property located at 5861 Blaine Avenue, based on there not being enough effort put into marketing the property and that subdividing it at this time was premature and would impact the current vision for the property.

Commissioner Niemioja noted that the difference she sees between this property and the Argenta Hills property is that the Argenta Hills property had been heavily marketed whereas this property had not.

Motion carried (8/0). This item goes to the City Council on August 13, 2018.

Mr. Hunting addressed Commissioner Weber's previous question, stating that height would be

Recommendation to City Council

July 17, 2018

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approved by the PUD. For reference, the Industrial Office Park district allows a maximum height of 60 feet and Office Park allows up to 100 feet in height.

Commissioner Weber pointed out that the neighbors could potentially be looking at a multi-story building if an office park was built across the street.

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

REPORT DATE: July 12, 2018

CASE NO: 18-39S

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Preliminary and Final Plat

LOCATION: Blaine Avenue, South of Upper 55th

HEARING DATE: July 17, 2018

COMPREHENSIVE PLAN: Office

ZONING: Office PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City is initiating a request to subdivide a portion of city owned land between the west side of Hwy 52 and Blaine Avenue, south of Upper 55th Street. The plat would consist of two lots and two outlots. Outlot A is a remnant parcel divided by the Hwy 52 right-of-way. This parcel would be retained by the City and become part of McGroarty Park on the west side of the highway. Outlot B would be for future development. The right-of-way for Blackshire Court would be platted but no street would be constructed until other lots develop.

The owners of the AmericInn Hotel are looking for a permanent location for their park n ride lot business they are currently operating out of the theater parking lot. They approached the City about purchasing some land for the operation. The City Administrator has been working with the owners about purchasing some property. AmericInn is looking at purchasing a 2.5 acre parcel which would be Lot 1. Lot 2 would be retained by the City and sold at a later date.

If and when AmericInn choses to develop the parcel, it would require its own zoning application process which would consist of a comp plan amendment, rezoning and site plan review. The platting process does not approve or grant any zoning approvals for AmericInn.

The proposed plan requires the following action:

1. A Preliminary and Final Plat for a subdivision consisting of 2 lots, 2 outlots and right-of-way for future Blackshire Court.

EVALUATION OF THE REQUEST

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

North - Office building; zoned Comm/PUD; guided Regional Commercial.

East - Commercial, office, residential; zoned Comm/PUD, Office/PUD, R-1C; guided Regional Commercial, Office, Low Density Residential

West - Hwy 52.

South - Vacant; zoned Office/PUD; guided Office.

PRELIMINARY/FINAL PLAT

Lots & Blocks. The following lists the required minimum lot size and area for the R-1C district using 70% rule minimums:

	<u>Proposed Lot Area</u>	<u>Proposed Lot Width</u>
Lot 1	2.5 acres	130 feet
Lot 2	1.1 acres	220 feet
Outlot A	1.1 acres	
Outlot B	6.2 acres	290 feet

Minimum lot size for commercial or office development is 1.0 acre. The two lots are of sufficient size to accommodate development.

There would be a drainage and utility easement dedicated in the southwest corner of Lot 1 and the northwest corner of Outlot B for future ponding on these lots.

A 20 foot wide trail easement along the highway would be dedicated at this time to provide a route for the existing trail to travel northward beyond the tunnel. The City already owns a 20 foot wide strip along the west side of the AmericiInn lot to be used for this future trail.

The plat name was chosen as a historical reference to the area. The City owns land on both sides of the highway in this area. There is an existing park named McGroarty park on the west side of the highway. A number of years ago, the City was given this land for park purposes. Over the years, Councils have chosen not to develop this land as a park. The original use restrictions have since expired. At least since the 2020 Comprehensive Plan (over 20 years ago), this parcel, along with others on the east side of the highway have been planned for office development. This land is not designated or planned for a public park. The sale of the land would not have any impact on park planning. A trail easement would be put in place to preserve the future routing of the public trail in vicinity. The City's Park Director has prepared a memo with further background on this point.

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 McGroarty Park 1st Addition subdivision subject to the following conditions:
 1. A 20 foot trail easement shall be dedicated with the plat.
 2. Approval of the plat by City Council subject to City obtaining a signed purchase agreement from hotel ownership.
- 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

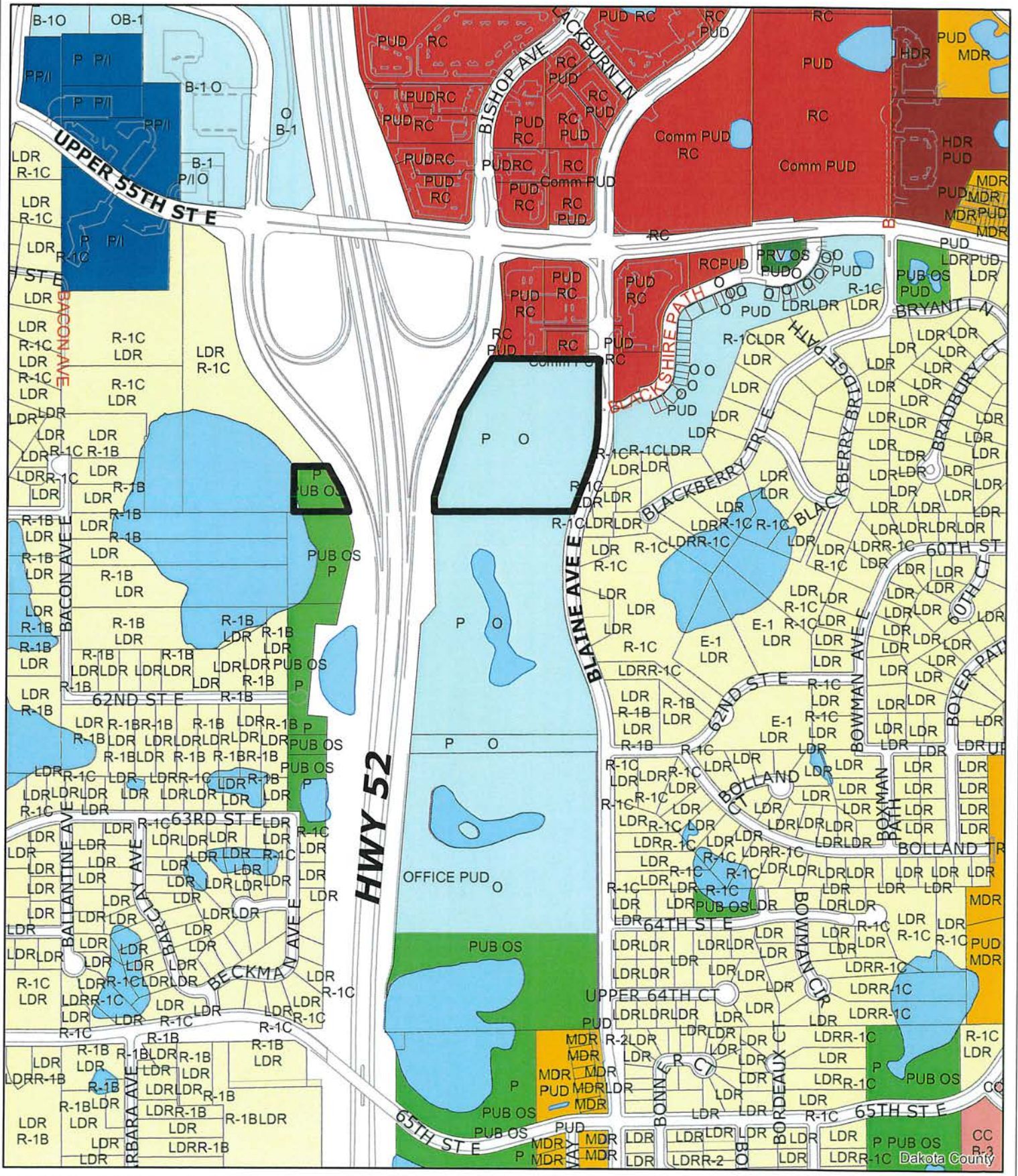
The design of the plat meets minimum lot size standards for commercial type uses. Plat would provide for future trail easement and public access once lots would develop. The City Administrator has been working with the hotel ownership group on purchase conditions and size of lots. Engineering has been involved in plat design to ensure lots could be developed and anticipating storm water needs. Planning Commission to make recommendation to City Council on the preliminary and final plat.

Attachments: Location Map
Preliminary/Final Plat
Trail Easement Sketch
Memo from Parks Director



Location Map

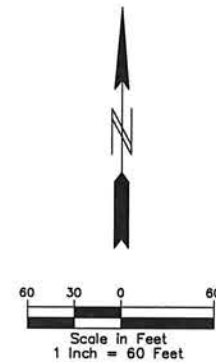
Case No. 18-395



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 28, RANGE 22, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°42'56" WEST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

- ④ DENOTES FOUND CAST IRON MONUMENT
 - DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
 - DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.
- BENCHMARK: MNDOT MONUMENT "SUNFISH" WITH AN ELEVATION OF 1012.11 FEET (NAVD 88)



EXCEPTION

1102

BLOCK

BLAINE HILL ADDITION

COMMUNITY TELEVISION
ADDITION
585.11

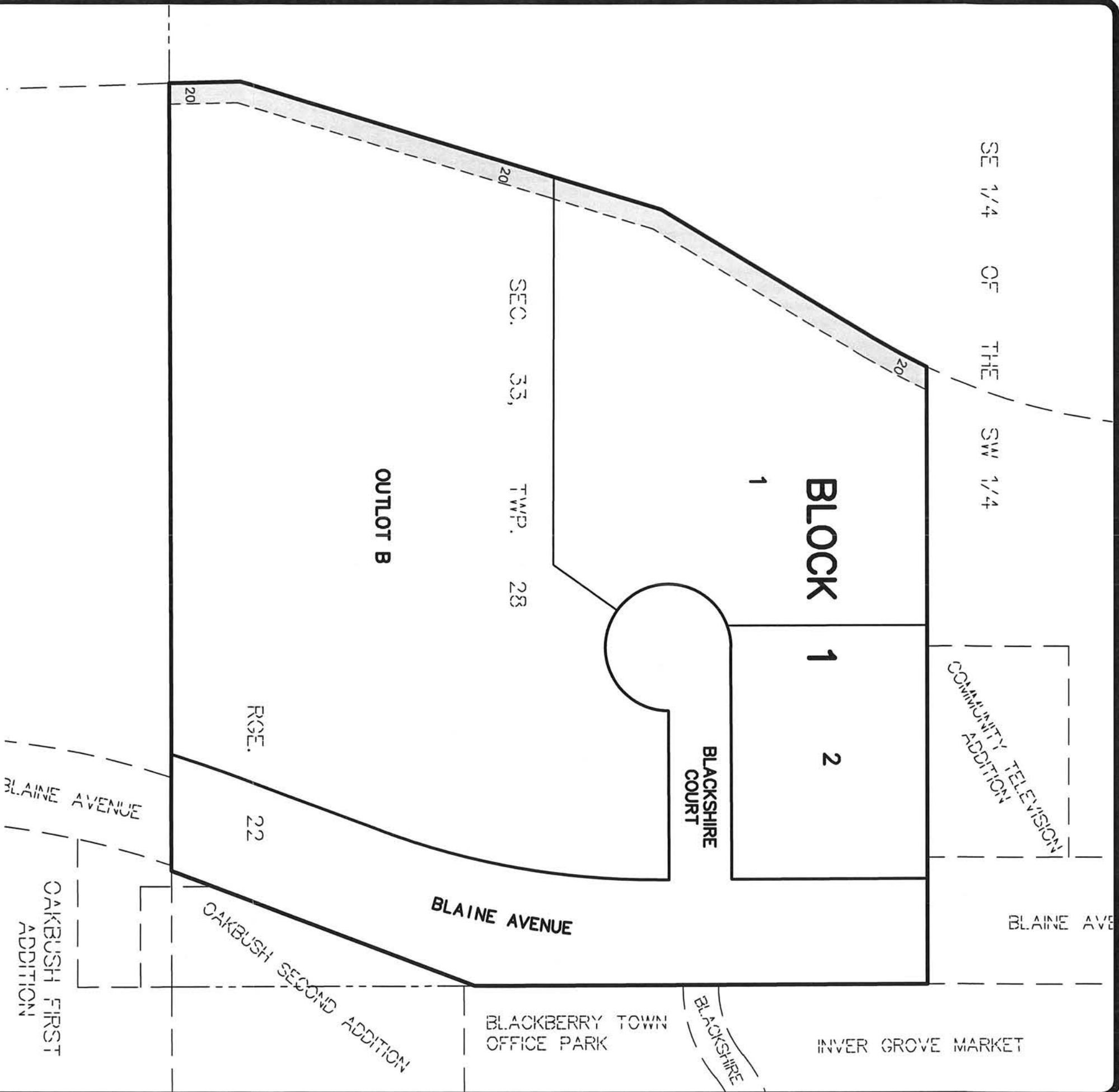
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INVER GROVE MARKET

S0013017E
BLACKBERRY TOWN
OFFICE PARK

CAKBUSH FIRST ADDITION

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

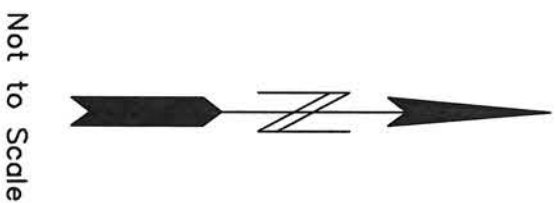


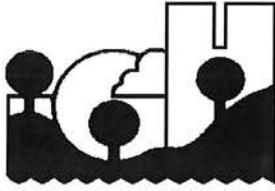
PROPOSED EASEMENT FOR TRAIL PURPOSES

An easement for trail purposes lying over, under, and across the westerly 20.00 feet of Lot 1, Block 1 and Outlot A, MCGROARTY PARK 1ST ADDITION, according to the recorded plat thereof Dakota County, Minnesota.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Denotes proposed easement





CITY OF INVER GROVE HEIGHTS

TO: Planning Commissioners
Allan Hunting; City Planner

FROM: Eric Carlson, Park & Recreation Director

CC: Joe Lynch City Administrator
Brian Swoboda, Parks Superintendent
Tracy Petersen, Recreation Superintendent
Parks & Recreation Commissioners

SUBJECT: McGroarty Park

DATE: July 10, 2019

The City is working to develop approximately 13 acres of land east of Hwy 52, west of Blaine Ave., and north of Lions Park which the City has owned for several years. The City owns the following property in the area:

Lions Park	6.96 acres
McGroarty Park	2.92 acres
Vacant Land	13.25 acres

Additionally, the City owns and operates trails on both sides of Hwy 52 for the public's enjoyment. The vacant land (13.25 acres) has not been a part of the City's park system nor have there been any plans for the land to become part of the City's park system.

As a part of the platting process:

- Outlot A will become a part of McGroarty Park, making the park approximately 3.92 acres in size
- The City plans to continue the bituminous trail on the east side of Hwy 52 north towards Upper 55 and has incorporated a trail easement into the plat to accommodate future construction
- The City is not reducing the amount of public park we have in the area, as both Lions Park and McGroarty Park will remain public parks

The remainder of the land (approximately 34 acres) is owned by the Minnesota Department of Transportation.