INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 9, 2014
8150 BARBARA AVENUE
7:00 P.M.

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

A. Minutes – May 27, 2014 Regular City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending June 4, 2014 _____

C. Approve Easement Agreement for Landowner Improvements within City Easement for Property Located at 7623 Addisen Court _____

D. Approve Custom Grading and Drainage and Utility Easement Agreements for 9757 Barton Trail _____

E. Approve Custom Grading and Storm Water Facilities Maintenance Agreements for 1928 77th Street West _____

F. Approve Agreement to Memorialize the Current Status of the Irrigation Facility Plan as Referenced in Storm Water Irrigation Maintenance Agreement for Plat of Argenta Hills 8th Addition _____

G. Approve Amendment to Improvement Agreement and Storm Water Facilities Maintenance Agreement with Flint Hills Resources Inc. for their North Office Facilities Building _____

H. Resolution Adopting Sign Retroreflectivity Policy _____

I. Resolution Accepting Quotes and Awarding Contract for the 2014 Improvement Program – City Project No. 2014-08, Bohrer Pond NW Pre-treatment Basin Phase II _____

J. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Reconstruction _____

K. Approve Agreements with ISD #199 for Salem Hills Elementary School Project _____

L. Approve Painting and Rubberized Flooring Projects for the VMCC _____

M. 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 HEARINGS:

A. CITY OF INVER GROVE HEIGHTS: Consider Application of Northern Tier Retail, LLC dba SuperAmerica #4411 and #4548 to Change Corporate Officers on the 3.2 Off-Sale Liquor Licenses for properties located at 7501 Concord Boulevard and 5728 Bishop Avenue _____

7. REGULAR AGENDA:

FINANCE:

A. CITY OF INVER GROVE HEIGHTS: Consider Resolution Awarding the Sale of General Obligation Tax Increment Refunding Bonds, Series 2014A _____

COMMUNITY DEVELOPMENT:

B. JEFF LEYDE: Consider Resolution Accepting the Applicant's Requested 60-Day Rule Extension to October 17, 21014 for Comprehensive Plan and Rezoning Requests _____

C. GREGORY MICHAEL DAMIANI: Consider the following requests for property located at 8709 Ann Marie Trail:

i) Resolution relating to a Conditional Use Permit to Allow Sheet Metal Siding on a portion of an Accessory Building _____

ii) Resolution relating to a Variance to allow a 2,200 Square Foot Accessory Structure whereas 1,600 Square Feet is Maximum Size Allowed _____

D. MERIDIAN LAND COMPANY: Consider the following requests for property generally located on the North side of 80th Street, West of the Golf Course:

i) Ordinance relating to a Rezoning of the property from A, Agriculture to R-1C/PUD Single Family Residential District _____

ii) Resolution relating to a Preliminary Plat approval of Fox Glen resulting in 49 Buildable Lots and 4 Outlots for Open Space & Ponding Requirements _____

iii) Resolution relating to a Preliminary PUD approval of the Fox Glen PUD for a 49 Lot Single Family Development _____

E. **KURT RECHTZIGEL:** Consider Resolution relating to a Comprehensive Plan Amendment to Change the Land Use Designation from HDR, High Density Residential to MDR, Medium Density Residential for property located on the North Side of 80th Street, West of the Golf Course _____

F. **CITY OF INVER GROVE HEIGHTS:** Consider the Third Reading of an Ordinance relating to Parking of Vehicles in the Front Yard _____

PUBLIC WORKS:

G. **CITY OF INVER GROVE HEIGHTS:** Consider Resolution Accepting the Proposal from Bolton & Menk, Inc. for Final Design Services for City Project No. 2014-13, Northwest Area Utility Extension, Argenta Trail Alignment _____

ADMINISTRATION:

H. **CITY OF INVER GROVE HEIGHTS:** Consider Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for Fire Station Feasibility and Programming Study _____

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

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

INVER GROVE HEIGHTS CITY COUNCIL MEETING
TUESDAY, MAY 27, 2014 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Tuesday, May 27, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, Chief Thill, City Engineer Kaldunski, City Planner Hunting, and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

A. i) Minutes – May 5, 2014 City Council Work Session
ii) Minutes – May 12, 2014 Regular City Council Meeting

B. **Resolution No. 14-64** Approving Disbursements for Period Ending May 21, 2014

C. **Resolution No. 14-65** Accepting the MS4 Annual Report for 2013

D. Approve Purchase of Capital Equipment

E. **Resolution No. 14-66** Approving Special Assessment Agreement by and between City of Inver Grove Heights and Paul J. Harms relating to Payment of Special Assessments for City Project No. 2011-08, 66th Street Improvements

F. Approve Amendment No. 2 to Lease Agreement by and between the City of Inver Grove Heights and James W. Dziewic and April D. Dziewic for property located at 6549 Doffing Avenue East

G. **Resolution No. 14-67** Adopting the Publication of the Summary and Title of Ordinance No. 1276 Repealing Inver Grove Heights City Code Title 4, Chapter 1, Articles A, B, C, and D related to Alcoholic Beverages and Enacting Inver Grove Heights City Code Title 4, Chapter 1 related to Alcoholic Beverages

H. Personnel Actions

Motion by Madden, second by Bartholomew, to approve the Consent Agenda

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. **CITY OF INVER GROVE HEIGHTS:** Continuation of Assessment Hearing for City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction relating to Tax Parcel 20-01600-30-015 (Roberts Funeral Home) and Consideration of Waiver Agreement and Resolution Adopting Final Assessment for Property Located at 8108 Barbara Avenue

Mr. Kaldunski stated the public hearing was a continuation of the hearing held at the last regular City Council meeting. He explained at that time the Council adopted an assessment roll for a majority of the parcels included in the project. The item to be considered related to the Roberts Funeral Home property located on Barbara Avenue. Action pertaining to an assessment for the property was delayed for further discussion. The City and the property owners reached an agreement on the final assessment amount.

Mr. Lynch reiterated the City and the property owners were able to reach an agreement on the final amount to be assessed for the project.

Mayor Tourville acknowledged that the property owners were in attendance and did not wish to make any additional statements.

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Motion by Mueller, second by Madden, to close the public hearing.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew, second by Piekarski Krech, to approve Resolution No. 14-68 Adopting Final Assessment against Dakota County Tax Parcel No. 20-01600-30-015 for 2014 Pavement Management Program, City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction and Resolution No. 14-69 Approving a Waiver Agreement by and between Jaime T. Roberts and Jessica R. Roberts and the City of Inver Grove Heights relating to Special Assessments for City Project No. 2014-09D

Ayes: 5
Nays: 0 Motion carried

7. <u>REGULAR AGENDA:</u>

COMMUNITY DEVELOPMENT:

A. JEFF LEYDE: Consider the following actions for property located at Brent Avenue between 49th and 50th Streets:

i) Resolution relating to a Comprehensive Plan Amendment to Change the Land Use Designation from LDR, Low Density Residential to HDR, High Density Residential

ii) Ordinance Amendment to change the zoning of the parcel from R-1A, Single Family Residential to R-3C, Multiple Family Residential

Mr. Link reviewed the location of the property. He stated the request was for a comprehensive plan amendment to change the land use designation from low density residential to high density residential and a rezoning of the parcel from single family residential to multiple family residential. The proposal was for a senior housing development comprised of 52 units. He noted the subdivision on which the development was proposed is very old, dating back to the 1880's. The street and lot layout was no longer compatible with a contemporary type of development. The site had steep topography on the north side of the property. If the requests were approved the applicant would be required to submit a detailed site plan and an application for a conditional use permit. The City Council previously heard the request and tabled action at that time to direct the applicant to address the issues raised by residents within the neighborhood. The applicant subsequently provided additional information and made several revisions to the request. The first revision involved reducing the height of the senior housing building from three stories to two stories. Staff from both the Planning and Engineering departments reviewed the sketch plans and found that conceptually it appeared as though the plans would meet zoning requirements. He noted it also appeared as though the development could be served by existing sanitary sewer and municipal water, although some further improvements would be necessary. Following the last Council meeting, the applicant had considered making 20% of the units in the development affordable housing. City staff was later notified that the developer had withdrawn that concept or idea. He clarified that there was no affordable housing element being considered as part of the development.

Jaren Johnson, attorney representing the applicant, stated this was an infill project and he opined that the City would see more similar projects in the coming years as vacant properties throughout the City are developed. He stated this situation was an opportunity for the City to establish a set of guidelines outlining how the City would address with similar types of infill projects in the future. He argued that this development was particularly challenging because the topography of the property was very steep. He speculated that when the property was originally platted the plan was that the whole block would be developed at one time. He stated the lots on the outside were developed first and the subject property was left as is with very steep grades. He explained the property was heavily wooded and if the applicant developed the property as single family residential in order to comply with the current zoning designation, nearly all of the trees on the property would need to be removed. Because of the severe topography the applicant would also need a variance for the roads. He stated there would be significant issues to address in order to develop the property in accordance with the current zoning designation. He opined there would

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be fewer impediments to development of the property if the land use and zoning designations were amended. He stated the applicant owned and developed other properties in the City and operated approximately 325 rental units. He reiterated the applicant believed the proposal was the best fit for an infill development on this type of property. He explained the applicant altered the plans in response to the concerns outlined by the neighborhood. He noted allowing the proposed use would allow for the inclusion of a water retention basin on the property as well as a shorter construction time frame. He stated no fill would be required for a multi-family development and the developer would fund the roads inside the development. He argued less traffic would be generated from a senior living community than from a single family residential development. He stated the developer had plans to buffer the property with landscaping and was willing to plant additional mature trees as needed to alleviate the sight line concerns of neighboring residents.

Jeff Leyde, developer, stated he put forth a substantial amount of time and effort to work with the neighborhood to address the concerns that were raised. He explained he met personally with the neighbors who had concerns to assure them that the proposal was the best use for the land. He stated the original design was changed to reduce the overall height and width of the building. He presented architectural renderings of the revised building with potential views from homes on Boyd Avenue. He stated that the new design would be less noticeable by the neighbors and would allow more of the current tree buffer to remain intact around the perimeter of the site. He noted he had done his best to design a development that work around the topographical challenges of the site. He opined that the proposal was the best and most effective use of the infill development. He stated the proposal would allow the current retention area that served the surrounding neighborhood to remain undisturbed and would result in the least amount of environmental impact.

Councilmember Bartholomew questioned what the distance was from the property lines of the homes on Boyd Avenue to the property line of the proposed development.

Mr. Leyde stated the distance from the property line to the building was approximately 66 feet. He added that the distance from the building to the back of the homes on Boyd Avenue was approximately 125 feet.

Councilmember Bartholomew question how the elevation on the architectural renderings was chosen.

Mr. Leyde stated the elevation was set by a civil engineer. He explained the elevations of the two homes currently on Boyd Avenue were considered as well as the elevation of the foundation of the proposed building. He noted the proposed building would be 35 feet from grade to mid-peak. The two properties on Boyd Avenue, from grade to mid-peak, were at 25 feet and 24.6 feet respectively. He stated the proposed building would be at the same height as the homes on Boyd Avenue.

Councilmember Bartholomew questioned if the applicant was open to installing additional screening to buffer the neighbors' view of the building.

Mr. Leyde stated he discussed the issue with the neighbors around the site. He indicated he would be willing to install berms or plant mature trees to buffer the sight lines as needed to address the neighborhood concerns.

Bill Dumond, 4922 Boyd Avenue, stated at the first meeting City staff mentioned that the proposed development was considered to be a form of spot zoning. He opined that the term "infill" referred to the use of a property in accordance with its current zoning designation. He argued that because the developer proposed to change the land use and zoning to something drastically different the development should be considered spot zoning. He opined at best spot zoning was considered to be a mildly inappropriate form of zoning. He asked for clarification regarding a statement made at a previous meeting by Councilmember Mueller regarding spot zoning and its existence in other areas of the city.

Councilmember Mueller explained his statement was made in response to the argument that approval of the proposal would be setting a precedent for spot zoning. He stated other developments in the City had been approved that could be considered spot zoning. He noted if the property had been developed sooner it likely would not have been an issue.

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Mr. Dumond opined that the proposed development was a drastic departure from the way the property was currently zoned. He questioned what the justification was for allowing spot zoning to occur again in this particular situation.

Mayor Tourville stated opinions on the occurrence of spot zoning differed because there were different zoning designations throughout the City.

Councilmember Bartholomew stated at some point a decision has to be made for the use of a specific piece of property. At that point it needs to be determined if the current zoning of the property is appropriate. He noted in some instances the zoning may need to be changed to allow for the best use of the property.

Mayor Tourville stated it was not likely that the property would developed the way it was platted in 1880.

Mr. Dumond argued that not every property in the City should be developed because the City needed to have green space. He stated he asked the developer to provide elevation drawings to address his concerns about the height of the building and the impact on the sight lines from his home. He opined that the renderings presented by the developer were not accurate. He maintained that the property could be developed with single family lots and encouraged the Council to determine why the property could not be developed with a use that would comply with the original zoning designation. He stated the developer would pursue a single family development if the multi family development was not approved. He opined that the proposed use was profit driven and asked the Council to deny the requests.

Chris Solberg, 4938 Boyd Ave., explained he asked the developer to prepare renderings of the proposed building and what the view would look like from his home. He stated there had been no discussion regarding if the building needed to be two (2) stories or if a one (1) story rambler building would be feasible for the developer's project. He opined he would rather have the property developed with a two (2) story building and a buffer of mature trees than have all of the trees removed to accommodate single family homes. He stated given a choice between the two types of development he would rather have a development with a minimal footprint and minimal impact on the surrounding properties. He noted he would prefer something that was hidden from view and did not involve a lot of tree removal.

Mayor Tourville questioned if the developer brought a copy of the document containing signatures from residents in the neighborhood who supported the proposed development.

Mr. Leyde displayed the document and stated he had collected eleven (11) signatures in support of the project.

Mayor Tourville asked if the applicant's attorney had a response to the question of whether or not the property would be developable if the proposals were not approved as presented.

Mr. Johnson stated a single family development would be feasible, but it would be very difficult. He noted if he previously stated the lot would otherwise be undevelopable that was not a correct statement and he had misspoken.

Councilmember Bartholomew questioned what guarantees the City had that a two (2) story senior living building would be built on the property if the comprehensive plan amendment and rezoning request were approved by Council.

Mr. Link explained an applicant has two choices when they put forth a proposal. The first option was to bring forth a comprehensive plan amendment and a rezoning request to see if the concept or land use works before coming forward with a site plan and conditional use permit application. The advantage would be that before the developer invests a substantial amount of time, effort, and money into the process they are able to get feedback from the City as to whether the concept works or not. The second option is to present everything at once. The advantage being that everyone is aware of the details of the proposed development up front. He noted the drawback is that the second option requires substantial investment on the part of the developer. He explained if the City approved the rezoning request and comprehensive plan amendment, any subsequent application would simply have to conform to the zoning requirements for the zoning district. He acknowledged that a developer could submit plans for a different

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type of building with different dimensions or a completely different site plan. He stated at this point in the process the City did not have the legal authority to put conditions on what type of development is built on the property. He noted the City may be able to approve the request with the caveat that the approval not take effect until such time that a conditional use permit and site plan were approved by the City. He stated that may provide the City with more leverage over the design of the development.

Mr. Kuntz stated in this particular instance the property rezoning was not for a planned unit development that was tied to a specific set of plans. There was no particular assurance at this point as to what the development might look like because there were no plans submitted with the request. He stated if the Council was of the mind to react favorably to the proposal and there was nonetheless a concern about the final plans, one option would be to make the comprehensive plan amendment and rezoning effective only upon the approval of a conditional use permit for the multi-family dwelling. He reiterated that only at that point in the process would the City have the ability to attach conditions to an application.

Councilmember Piekarski Krech questioned if the Council would have the authority to deny the conditional use permit without issue and if that subsequently meant that the comprehensive plan amendment and rezoning would never go into effect.

Mr. Kuntz stated that would be the case if the City had legitimate grounds to deny the conditional use permit.

Councilmember Piekarski Krech stated she wanted to ensure that the Council would have the authority to deny the conditional use permit if the plans did not match what was discussed and presented when the comprehensive plan amendment and rezoning were approved.

Mr. Kuntz explained the opportunity to deny arises at the time of comprehensive plan designation. If the comprehensive plan amendment was approved, but only effective upon a later action related to a conditional use permit, the City would need to have sufficient grounds to deny based on the standards associated with a conditional use permit. He noted that was why staff encouraged applicants to bring a full set of plans at the beginning of the process.

Mayor Tourville stated it was hard to protect the neighborhood because no plans had been submitted at this point. He reiterated many applicants present everything up front, but it was more economical for the developer to follow the path that was chosen.

Councilmember Piekarski Krech stated she liked the idea of reducing the number of trees that would need to be removed, but could not go along with a blanket approval that provided no guarantee that the plan would not change. She reiterated there would be no way to protect the neighborhood without specific plans or a conditional use permit application.

Councilmember Bartholomew questioned if the applicant would be willing to table the item to allow him time to prepare plans and submit an application for a conditional use permit.

Councilmember Mueller opine the City should give the applicant some sort of assurance that if he moves forward with an application for a conditional use permit the City will support the development.

Mr. Leyde stated he would fine with that stipulation if the requests were approved.

Mayor Tourville stated the City could not guarantee approval or place conditions on the current requests that would protect the neighborhood.

Mr. Leyde explained the revised design with a two story building met the height requirements allowed in an R-3 zoning district without a conditional use permit. He stated he would sign an agreement indicating that he would not bring forward plans for the development that would contradict what had already been presented and discussed. He noted he had every intention of developing the site with the two (2) story building as discussed.

Mr. Kuntz explained the City could not attach conditions to the current comprehensive plan amendment and rezoning requests.

Mr. Leyde stated before making application for a conditional use permit he wanted to determine if the City

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would support rezoning the property.

Mr. Dumond questioned what the definition of "reasonable" was in terms of the City's ability to deny an application for a conditional use permit. He questioned what would happen if the property was sold to another developer. He encouraged the Council to not move forward with any approvals until the developer comes forward with the necessary plans and specifications. He opined the neighborhood feared what would happen on the property if no conditions were placed on the development.

Mr. Johnson stated the applicant owned other properties in the City and intended to develop the property in accordance with what had been discussed. He reiterated the R-3 zoning district performance standards included a 35 foot height limit. If the developer presented a building in excess of that height the City could deny the request.

Councilmember Piekarski Krech stated the developer had done a decent job of moving through the process, but there was no guarantee that at some point the property would not be sold to another developer. She noted the City's hands would be tied if another developer came forward with plans for a development deemed to be a reasonable use of the property in terms of the R-3 zoning requirements. She reiterated that she would fully support the requests if there was a guarantee that the development would occur as proposed.

Mr. Johnson stated the developer was willing to make the investment required to submit an application for a conditional use permit provided the process kept moving forward.

Mr. Kuntz stated the Council has expressed a desire for a plan set to accompany the applications. He explained the developer would need to apply for a conditional use permit as a companion application to those already submitted for the comprehensive plan amendment and rezoning. He noted the applicant needed to understand that the conditional use permit needed to be tied to a set of plans. The current application deadline expires on June 21, 2014. The applicant could further extend the deadline via written notice to the City requesting extension of the time limit. He suggested that the applicant should determine a realistic timeframe to prepare the plans and present a written request to the City Council for extension of the deadline at the regular meeting scheduled for June 9, 2014.

Mr. Link stated if an application was submitted for a conditional use permit with a site plan the item would need to go back through the Planning Commission process.

Mr. Johnson estimated it would take the developer 1 to 2 months to finish the plans.

Mayor Tourville noted there was no guarantee that an application for a conditional use permit would be approved by the Council, but at least everyone involved would have a better understanding of the details of the proposed development.

Motion by Bartholomew, second by Piekarski Krech, to table item to June 9, 2014

Ayes: 5
Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS: Consider the Second Reading of an Ordinance relating to Parking of Vehicles in the Front Yard

Mr. Hunting stated per Council direction at the first reading of the ordinance staff removed language regarding the orientation of vehicles and added language to clarify that parking had to be a minimum of five (5) feet from any side property line. An effective date of November 1, 2014 was inserted to provide residents with an opportunity to comply with the new requirements.

Councilmember Piekarski Krech questioned how the regulations would apply to a corner lot.

Mr. Hunting the regulations would still apply to a corner lot because they were tied to a driveway. He explained a corner lot could theoretically have a driveway on each side and both would be considered a front yard. He stated the language included in the ordinance tied the regulations to a driveway. Even on a corner lot people would still have to park on a driveway or a hard surface next to a driveway.

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Motion by Bartholomew, second by Mueller, to approve the Second Reading of an Ordinance relating to Parking of Vehicles in the Front Yard

Ayes: 5
Nays: 0 Motion carried.

C. BIAGINI PROPERTIES: Consider Resolution Memorializing Findings of Fact and Reasons for Denial Relating to the Land Use Requests of Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens) for Property Located at 8225 Argenta Trail (City Planning Case No. 14-11PUD)

Mr. Link explained at the last regular meeting the City Council considered a request that had four (4) different parts to it, pertaining to a mortuary and a crematorium. At that meeting the City Council denied the requests and directed staff to prepare a resolution detailing the findings supporting the denial as identified by the Council. Since that time the applicant requested that the City Council reconsider the denial to allow for consideration of a revised proposal that did not include a mortuary or a crematorium but did include a chapel and columbarium. The Council had two options for consideration. The first was to approve the resolution memorializing the reasons for the denial action that was taken at the last meeting. The second option was to reconsider the denial to allow for consideration of the revised proposal. He noted that if Council took action to reconsider the denial, Planning staff recommended that Council table consideration of the revised proposal to allow staff to review the revised proposal and re-notify the neighborhood.

Councilmember Madden stated he would not support a motion to reconsider the request.

Councilmember Piekarski Krech opined that reconsideration of the request would not change her reasons for denial. She stated there was no way she would reconsider making it a permitted use in the institutional zoning district.

Mr. Kuntz stated the resolution memorialized the reasons for denial as identified by each member of the Council at the last regular meeting.

Kevin, 6275 South Robert Trail, stated he could not believe that the Council had outright denied the applicant's requests. He opined that the applicant paid for the land and should be allowed to move forward with his plans because he was offering an affordable option for burials. He added that the operation may also provide job opportunities for the community.

Councilmember Piekarski Krech clarified that the Council was not denying the applicant's right to have a cemetery. She stated the building belonged in a B-3 zoning district where it would be a permitted use.

Mayor Tourville stated the Council did not feel that the applicant's requests fit within the zoning district and many of the neighbors expressed concerns regarding the crematorium.

Dick Biagini, Biagini Properties, stated the revised proposal, including a church and a columbarium, would be permitted in the current zoning district. He noted the plan that was submitted for reconsideration was the original plan. Mr. Weber's drive for a green and controlled cemetery led him to expand the original plan. After listening to the neighbors and the Council, the decision was made to reduce the scope of the request.

Councilmember Piekarski Krech stated if the revised proposal fit within the standards for the P-1, Institutional zoning district the applicant should not need any further approvals from the Council.

Mr. Biagini stated because the property was located in the Northwest Area they were required to go through the PUD approval process. He explained their original mistake was the result of an overzealous attempt to make every aspect of the operation "green".

Matt Slaven, Briggs and Morgan, took issue with the assertion that the applicant could place what would effectively be a commercial enterprise within the Public/Institutional zoning district and call it a church. He stated the City's zoning code included a definition of a church. He argued that the applicant's proposal did not meet the definition of a church because it would not be a place where "persons regularly assemble for religious worship" and because the building would not be "maintained and controlled by a religious body

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organized to sustain public worship". He noted the concept of a chapel did not appear in the City's zoning code and opined that it was not a permitted use. He stated the applicant previously testified that the operation would be owned and operated by a for-profit Minnesota corporation.

Tony Weber, Prairie Oaks Memorial Eco-Gardens, stated their original application was for a church and it was going to be a religious organization. He explained because of his desire to ensure that every part of the process was as "green" as possible he brought forth the application that was subsequently denied by the Council. He stated the revised proposal was to build a bonafide church with a minister that would offer regular Sunday services. All of the profits of the entire property, including the cemetery, would go to a non-profit organization. He explained he realized that he needed to have a religious building on the property to be able to honor the people that are being buried with memorial services. He noted they also planned to offer wedding services, much like any other church. He opined the proposed church would be the same as every other church in the community. He stated he submitted a revised proposal for Council's consideration that did not include anything that was objectionable. He questioned why there would be an objection to putting a church on the property. He stated they had every opportunity to make a profit taken away from them.

Mayor Tourville stated he was a bit confused by the fact that all of a sudden there was going to be a non-denominational church on the property.

Mr. Weber stated the church was proposed because the City took his opportunity away to have a crematorium and a mortuary.

Mayor Tourville opined it seemed as though the church was an idea that came up in the time since the last meeting in an effort to get the Council to give approval.

Mr. Weber stated it was the only way to have a place to honor those being buried in the cemetery.

Councilmember Bartholomew questioned if adopting the resolution memorializing the denial would prohibit the applicant or anyone else from submitting an application for a church on the property.

Mr. Kuntz stated it would not prohibit a reapplication but it would postpone it. Because the property is located in the Northwest Area, in order for it to be developed for any use with a building the property would have to be rezoned to an Institutional-PUD designation. The property would need to be rezoned even for a permitted use. Due to the denial of the application on May 12th, the ordinances provide that there has to be a six (6) month waiting period before reapplication can be made for rezoning.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 14-70 Memorializing the Findings of Fact and Reasons for Denial relating to the Land Use Requests of Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens) for property located at 8225 Argenta Trail, Inver Grove Heights (City Planning Case No. 14-11 PUD)

Ayes: 5
Nays: 0 Motion carried.

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS: Consider Resolution Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall

Mr. Kaldunski stated Council was asked to consider awarding a contract for the project including work on College Trail, Barbara Avenue, within the College Heights area, and on the Blaine Avenue retaining wall. Bids were received on March 27th and the low base bid was submitted by SM Hentges and Sons in the amount of $2,769,496.10. He noted this was a very favorable bid that was approximately $148,000 less than the engineer's estimate.

Councilmember Madden asked Mr. Kaldunski to review the project area.

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Mr. Kaldunski stated the project involved work in three (3) main areas. The first was the reconstruction of College Trail from Cahill Avenue to Broderick Boulevard as well as some streets within the College Heights neighborhood. The second involved a partial reconstruction of a portion of Barbara Avenue. The third involved the repair of an existing retaining wall along Blaine Avenue.

Councilmember Madden questioned if the bid include the sidewalk and trail along College Trail.

Mr. Kaldunski responded in the affirmative. He stated there was one base bid that contained separate line items for the various components of the project.

Councilmember Bartholomew questioned if the concrete sidewalk was only being considered along College Trail.

Mr. Kaldunski stated a concrete sidewalk was proposed along College Trail from Brewster Avenue to Cahill Avenue. Another concrete sidewalk was also proposed along the west side of Barbara Avenue.

Councilmember Bartholomew clarified that line item 50 of the bid for concrete sidewalk was for both locations.

Mr. Kaldunski responded in the affirmative.

Councilmember Bartholomew stated he has felt all along that the concrete sidewalk along College Trail was not necessary and wished there was a way to separate that from the base bid.

Mr. Kaldunski stated staff had the ability to negotiate a change order with the contractor if Council was so inclined to remove a portion of the project.

Councilmember Madden stated he would like to explore the possibility of a change order for the sidewalk along College Trail.

Mr. Kaldunski recommended that Council consider awarding the contract and directing staff to negotiate the change order. He noted staff would then bring a change order back to Council for consideration that related to that specific item. He stated staff could not negotiate a change order without a contract.

Councilmember Bartholomew stated he would support awarding the contract with the understanding that a change order would be negotiated for further consideration of the concrete sidewalk along College Trail. He explained he had always supported the bituminous trail along College Trail. He opined the concrete sidewalk was unnecessary because the homes had walkways in front of them and could still access Cahill via other routes. He stated the concrete sidewalk would not be used from Cahill to Brewster.

Mayor Tourville stated he had always supported both the trail and the sidewalk along College Trail. He explained both components were included in the negotiations with the CDA for their new housing development. He noted the school district supported the sidewalk for safety reasons and the state identified a need for a connection between Cahill Avenue and Broderick Boulevard. He opined that more people would walk, run, or bike along the route if it was safer. He stated the biggest factor in his decision was safety. He added that the connection was also identified in the City's trail gap study.

Councilmember Madden questioned where people were currently walking because he did not see it being used.

Mayor Tourville stated people do not use it because it is not safe.

Councilmember Bartholomew suggested staff bring back three alternatives for Council consideration. The first would be to proceed with the concrete sidewalk as proposed. The second would be a bituminous trail in place of the concrete sidewalk. The third would be to remove the concrete sidewalk along College Trail from the project.

Jim Hanson, 8265 College Trail, stated there would still be a trail near the CDA development for access to 80th Street.

Mayor Tourville stated the pedestrian connection being advertised was from Cahill Avenue to Broderick Boulevard.

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Mr. Hanson stated the trail gap study identified the connection between Cahill and Broderick as not feasible.

Mr. Kaldunski stated the trail gap study was done several years ago. He explained the feasibility study for the project presented cost estimates that demonstrated the connection was feasible at this time.

Mr. Hanson stated none of the residents in the neighborhood wanted the trail or the sidewalk. He opined that the City needed to be more economical when making decisions.

Mr. Kaldunski stated he had heard from seven (7) different people who supported the sidewalk being included in the project and three (3) or four (4) who opposed the sidewalk. He presented and reviewed statistics from the Federal Highway Administration regarding pedestrian safety. He noted Mn/DOT also promoted forms of multi-modal transportation.

Councilmember Bartholomew asked Mr. Kaldunski to provide copies of the information from the Federal Highway Administration to the Council.

Mr. Hanson questioned if staff knew when the last pedestrian-auto accident occurred in the City.

Mr. Kaldunski stated the statistics from the Federal Highway Administration were based on data obtained from across the nation.

Mayor Tourville questioned when the change order would come back to the Council for consideration.

Mr. Kaldunski stated as soon as possible because the contractor would want to begin construction.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-71 Accepting Bids and Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall and directing staff to negotiate two (2) change orders related to the proposed concrete sidewalk along College Trail

Ayes: 5
Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS: Consider Resolution Accepting Individual Project Order (IPO) No. 19A for Additional Topographic Survey and Final Design Services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction

Mr. Kaldunski stated the item related to additional services provided by the consultant to finish the plans for the project. He recommended that the Council approve the proposal in the amount of $21,640. He noted a majority of the work was completed in the design phase of the project.

Councilmember Bartholomew questioned if that process was typically followed for projects.

Mr. Thureen explained the original IPO contemplated a fixed number of hours to complete the work and as the City moved forward with the process the consultant had to put more time and effort into the project to keep it moving on schedule. He noted similar things had been done in the past to keep the process moving forward. He stated the costs were legitimate and the work was necessary to get to this point in the project.

Motion by Mueller, second by Piekarski Krech, to adopt Resolution No. 14-72 Accepting Individual Project Order (IPO) No. 19A from Kimley-Horn and Associates, Inc. for Additional Topographic Survey and Final Design Services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction

Ayes: 5
Nays: 0 Motion carried.

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F. CITY OF INVER GROVE HEIGHTS: Consider Resolution Accepting Proposal from American Engineering Testing, Inc. (AET) for Construction Phase Geotechnical Services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall

Mr. Kaldunski stated the proposal from American Engineering Testing, Inc. was for construction testing services for the project. He noted the services were standard for this type of project.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-73 Accepting Proposal from American Engineering Testing, Inc. (AET) for Construction Phase Geotechnical Services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall

Ayes: 5
Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS: Consider Resolution Accepting Proposal from Gorman Surveying, Inc. for Construction Surveying Services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall

Mr. Kaldunski stated the proposal was for staking during the construction phase of the project.

Councilmember Bartholomew questioned if the number was consistent with staff's expectations given the amount of surveying required and the distance involved.

Mr. Kaldunski replied in the affirmative.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 14-74 Accepting Proposal for Construction Surveying Services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall

Ayes: 5
Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS: Consider Resolution and Four Encroachment Agreements for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement

Mr. Kaldunski stated the agreements outline the terms for restoration of the properties following construction of the retaining wall. He noted each of the property owners agreed to the terms outlined in the agreements.

Councilmember Piekarski Krech questioned why the retaining wall had to be redone so soon.

Mr. Kaldunski explained the old wall was a dry cast, small block wall that was exhibiting a great deal of deterioration. He stated the new wall would be constructed using wet cast, big concrete blocks to build a stronger wall. He noted there was some utility work done in the area that caused some problems and there was a documented failure of the wall shortly after construction that had to be repaired.

Councilmember Bartholomew questioned if maintenance of the wooden fence would be the homeowner's long term responsibility.

Mr. Kaldunski explained the terms of the agreement state that the City would construct the fence as compensation for the removal of trees and landscaping. The agreement also states that after construction of the fence is completed it becomes the private homeowners' responsibility. The homeowners' will own the fence and be responsible for maintaining it.

Councilmember Bartholomew questioned if the homeowners could remove the fence.

Mr. Kaldunski stated they would own the fence and could remove it if they chose to do so.

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Motion by Mueller, second by Madden, to adopt Resolution No. 14-75 Approving Encroachment Agreements for Properties at 7980 Blanchard Court (Wormer), 7985 Blanchard Way (Hogenson), 7986 Blanchard Court (Ahlberg) and 7990 Blanchard Court (Diedrich) in Connection with the Installation of Improvements relating to City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement Project

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

I. CITY OF INVER GROVE HEIGHTS: Consider Resolutions Assigning the Responsibilities of the Golf Course Manager to other Positions within the Parks and Recreation Department/Golf Course Division and Modifying the City's Compensation Plan for Non-Union Employees

Ms. Teppen explained the items were brought forth for consideration following the elimination of the Golf Course Manager position. At that time Council considered the revised job descriptions and requested additional information for further clarification. She stated the responsibilities of the Golf Course Manager had been adequately reassigned to other personnel within the golf course division. The reassignment of the responsibilities was reflected within the revised job descriptions. She noted that graphical representations were also included to demonstrate how the course was organized under the Golf Course Manager and how the course would be organized in the new scenario without the position. She stated two (2) positions within the golf course division, the Golf Course Superintendent and the Clubhouse Superintendent, were assigned the responsibilities formerly assumed by the Golf Course Manager. She explained the Golf Course Superintendent would be responsible for the maintenance functions of the golf course and the Clubhouse Superintendent would be responsible for clubhouse operations. She stated the second item for Council consideration related to the amendment of the compensation plan for the Non-union group of employees. The individual who assumed the responsibilities of the Clubhouse Superintendent previously held the position of Clubhouse Coordinator and was a member of the AFSCME bargaining unit. She explained because the new Clubhouse Superintendent position had supervisory responsibilities it should be moved to the non-union group of employees. The new position was placed within the non-union compensation plan so it would be equal with the Golf Course Superintendent position.

Councilmember Bartholomew questioned what the rationale was for the proposed compensation range of $66,000 to $82,600 for the new Clubhouse Superintendent position.

Ms. Teppen stated the City was required to comply with the states comparable worth statutes. Under that statute the City has to assign points to each position. The point system is based on a number of different factors including education, experience, decision making, and a safety rating. Each position is assigned a point value and is then placed in the compensation plan so that positions with similar point values are grouped within the same salary range.

Councilmember Bartholomew clarified that the City had methodology in place that could be provided to the Council.

Ms. Teppen responded in the affirmative.

Councilmember Mueller stated he had a problem with the new position because it was previously a union position and the progression through the compensation system would put the position at the top of the pay range too quickly. He questioned what would happen to the Clubhouse Superintendent position if management of the golf course was outsourced. He questioned who would protect the employee in that scenario because the position would no longer be a part of the union. He opined that the employee could be compensated in other ways or the supervisory aspects of the position could be shifted elsewhere.

Ms. Teppen stated the non-union compensation plan mirrored the step progression of each of the City's other bargaining units. She explained each position had a starting step and increases were achieved at the successful completion of six (6) months and twelve (12) months. After that point step increases were awarded annually on anniversary dates for every position within the organization.

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Councilmember Mueller opined that the progression was too fast and the City needed to control how fast people progressed through the steps.

Mayor Tourville clarified that positions did not reach the top of the range after one (1) year.

Mr. Lynch explained the starting compensation for the Clubhouse Superintendent position would be $66,100 and at the successful completion of one (1) year the compensation would be $74,400.

Councilmember Mueller questioned what the employee's current compensation was as the Clubhouse Coordinator.

Ms. Teppen stated the employee currently earned $24.07 per hour, approximately $48,000 annually. She noted that the position of Clubhouse Coordinator was a nine (9) month position and the new Clubhouse Superintendent would be a twelve (12) month position. She reiterated that the employee was also being asked to assume greater degree of responsibility associated with the operation of the clubhouse.

Mr. Lynch stated the former employee who held the golf course manager position was at the top of the pay range and was earning $95,900 annually.

Mayor Tourville stated elimination of the golf course manager position was a Council initiative to attempt to save $60,000 annually in salary and benefits at the golf course.

Councilmember Mueller opined the City was not going to save any money. He stated the City needed to cut costs to make the course profitable. He questioned how much money had been saved by implementing the proposed changes.

Ms. Teppen reiterated the former golf course manager earned $95,900 annually. The new Clubhouse Superintendent position would earn a starting salary of $66,100 annually. The individual who would assume the role of Clubhouse Superintendent previously served in the position of Clubhouse Coordinator with a salary of approximately $48,000 for the nine (9) month position.

Councilmember Piekarski Krech questioned if the golf shop cashiers were nine (9) employees.

Ms. Teppen replied in the affirmative. She noted that the seasonal/temporary positions simply worked for the duration of the golf season.

Councilmember Bartholomew clarified that with the changes the City was cutting $95,900 in payroll, cutting approximately $50,000 in payroll, and gaining approximately $66,000 in payroll.

Ms. Teppen responded in the affirmative.

Councilmember Bartholomew stated he hoped the changes were not setting the course up to fail and that there would be enough of a savings realized to make the course successful.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 14-76 Assigning the Responsibilities of the Golf Course Manager to other Positions within the Parks and Recreation Department/Golf Course Division and Resolution No. 14-77 Approving the City's Compensation Plan for its Non-Union Employees

Ayes: 4 (Bartholomew, Madden, Piekarski Krech, Tourville)
Nays: 1 (Mueller) Motion carried.

FINANCE:

J. CITY OF INVER GROVE HEIGHTS: Consider Resolution Approving 2014 Budget Amendments

Ms. Smith explained in light of the staffing changes made within the golf course division there were recommended changes to the General Fund budget, the transfer of savings in the amount of $14,900 from the Parks Department to the Parks Capital Replacement Fund, and an actual savings of $26,300 in the Golf Course Fund for the 2014 budget.

Councilmember Piekarski Krech questioned why the savings from Parks employee was being moved to the Parks Capital Replacement Fund.

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Ms. Smith explained as a part of the reorganization that was recommended and approved in December, there was a possibility that had those dollars not been used by the Parks department they would have been left in the Recreation Fund for staffing purposes and then ultimately rearranged and transferred out in 2015 to the Parks Capital Replacement Fund.

Councilmember Piekarski Krech clarified the savings would not have been used for something else in the General Fund.

Ms. Smith stated she was not aware of any other use within the General Fund.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 14-78 Amending the 2014 Budget

Ayes: 3 (Bartholomew, Madden, Tourville)
Nays: 2 (Mueller, Piekarski Krech) Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

The City Council entered executive session at 9:30 p.m.

A. Preliminary Consideration of Employee Charges

10. REGULAR AGENDA CONT.

At 11:06 p.m., the Council ended the closed door session relating to preliminary consideration of charges against employees. The Council reconvened in open session in the Council chambers. The Mayor and all Council members were present.

A. Consider Decision with Respect to Employee Charges

Motion by Madden, second by Piekarski Krech, to approve Resolution No. 14-79 Determining that Discipline is not Warranted in Connection with a Complaint Against Inver Grove Heights Park and Recreation Director Eric Carlson

Ayes: 5
Nays: 0 Motion carried.

Motion by Madden, second by Piekarski Krech, to approve Resolution No. 14-80 Determining that Discipline is not Warranted in Connection with a Complaint Against Inver Grove Heights City Administrator Joe Lynch

Ayes: 5
Nays: 0 Motion carried.

Motion by Madden, second by Bartholomew, to add the item of review and evaluation of City Administrator to the agenda for the June 2, 2014 Council work session meeting

Ayes: 5
Nays: 0 Motion carried.

11. ADJOURN: Motion by Piekarski Krech, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 11:11 p.m.

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AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of May 23, 2014 to June 4, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 4, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	$388,264.50
Debt Service & Capital Projects	11,369.85
Enterprise & Internal Service	94,380.43
Escrows	6,112.43
Grand Total for All Funds	$500,127.21

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period May 23, 2014 to June 4, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING June 4, 2014

WHEREAS, a list of disbursements for the period ending June 4, 2014 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	$388,264.50
Debt Service & Capital Projects	11,369.85
Enterprise & Internal Service	94,380.43
Escrows	6,112.43
Grand Total for All Funds	$500,127.21

Adopted by the City Council of Inver Grove Heights this 9th day of June, 2014.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 5/23/2014 - 6/4/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABC RENTALS INC	227152	06/04/2014	225	101.44.6000.451.40050	294.76
ABDO, EICK & MEYERS, LLP	329686	06/04/2014	43697	101.41.2000.415.30100	5,030.00
ACE PAINT & HARDWARE	519945/5	05/28/2014	501126	101.44.6000.451.40040	32.45
ACE PAINT & HARDWARE	519973/5	05/28/2014	501126	101.43.5200.443.60016	55.98
ACE PAINT & HARDWARE	520005/5	05/28/2014	520005/5	101.44.6000.451.40040	28.96
ACE PAINT & HARDWARE	520133/5	06/04/2014	520133/5	101.44.6000.451.60012	16.96
ADVANCED GRAPHIX, INC.	189876	06/04/2014	5/7/14	101.42.4000.421.50030	66.25
AFSCME COUNCIL 5	INV0028517	05/16/2014	UNION DUES (AFSCME FAI	101.203.2031000	80.52
AFSCME COUNCIL 5	INV0028518	05/16/2014	UNION DUES (AFSCME FUL	101.203.2031000	681.36
AFSCME COUNCIL 5	INV0028519	05/16/2014	UNION DUES (AFSCME FUL	101.203.2031000	75.15
AGASSIZ SEED & SUPPLY	INV070933	06/04/2014	CITYO55077	101.44.6000.451.60016	13,680.00
ALEX AIR APPARATUS, INC.	25727	06/04/2014	5/20/14	101.42.4200.423.40040	705.00
BLACKTOP PROS, LLC	14-46	05/28/2014	5/16/14	101.43.5200.443.40046	18,000.00
BLOOMINGTON SECURITY SC	S86519	06/04/2014	5/12	101.44.6000.451.40040	277.20
BLUETARP FINANCIAL	0561022381	06/04/2014	96151	101.44.6000.451.60040	7.99
CA DEPT OF CHILD SUPPORT	INV0028815	05/30/2014	MIGUEL GUADALAJARA FE	101.203.2032100	279.69
CARGILL, INC.	2901675257	06/04/2014	1517888	101.43.5200.443.60016	19,533.54
CENTURY LINK	5/19/14 651 455 9072 782	06/04/2014	651 455 9072 782	101.42.4200.423.50020	41.48
CENTURY LINK	5/22/14 651 457 5524 959	06/04/2014	651 457 5524 959	101.44.6000.451.50020	63.63
CENTURY LINK	5/22/14	06/04/2014	651 457 4184 746	101.44.6000.451.50020	58.94
CENTURY LINK	5/7/14 651 451 0205 745	06/04/2014	651 451 0205 745	101.44.6000.451.50020	58.94
CITY OF MINNEAPOLIS RECE	400413004945	06/04/2014	APRIL 2014 TRANSACTION	101.42.4000.421.30700	2,408.40
CITY OF SAINT PAUL	IN00001624	06/04/2014	5/15/14	101.43.5200.443.60016	6,611.22
COORDINATED BUSINESS SY	CNIN148210	06/04/2014	4555082	101.42.4200.423.30700	132.57
DAJ ENTERPRISES LLC	2002	05/28/2014	5/16/14	101.44.6000.451.60035	8,159.00
DAJ ENTERPRISES LLC	2002	05/28/2014	5/16/14	101.44.6000.451.60035	5,448.40
DAKOTA COMMUNICATIONS (	IG2014-06	06/04/2014	JUNE 2014	101.42.4000.421.70502	42,672.60
DAKOTA COMMUNICATIONS (	IG2014-06	06/04/2014	JUNE 2014	101.42.4200.423.70502	4,741.40
DAKOTA CTY FINANCIAL SVC	MAR-14	06/04/2014	MARCH 2014	101.42.4000.421.40044	2,264.88
DAKOTA CTY FINANCIAL SVC	MAR-14	06/04/2014	MARCH 2014	101.42.4000.421.70501	1,329.81
DAKOTA CTY FINANCIAL SVC	MAR-14	06/04/2014	MARCH 2014	101.42.4200.423.30700	1,376.47
DAKOTA CTY FINANCIAL SVC	MAR-14	06/04/2014	MARCH 2014	101.43.5200.443.30700	46.66
DANNER LANDSCAPING	10769	05/28/2014	5/14/14	101.43.5200.443.60016	239.40
DENZER, ELEANOR	134943	06/04/2014	REIMBURSE-FENCE	101.43.5200.443.60016	83.56
DIAMOND VOGEL PAINT	101471896	06/04/2014	10100173	101.43.5200.443.60016	10,699.50
EFTPS	INV0028833	05/30/2014	FEDERAL WITHHOLDING	101.203.2030200	39,558.92
EFTPS	INV0028835	05/30/2014	MEDICARE WITHHOLDING	101.203.2030500	11,015.26
EFTPS	INV0028836	05/30/2014	SOCIAL SECURITY WITHHC	101.203.2030400	33,719.12
EMMONS & OLIVIER RESOUR	00095-0041-5	05/28/2014	00095-0041	101.43.5100.442.30300	4,835.00
FIRSTSCRIBE	2462659	05/28/2014	5/1/14	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFI	INV0028818	05/30/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFI	INV0028819	05/30/2014	HSA ELECTION-SINGLE	101.203.2032500	3,554.33
GOODIN COMPANY	02041734-00	05/28/2014	1001619	101.44.6000.451.40040	57.34
GOODIN COMPANY	02042888-00	05/28/2014	1001619	101.44.6000.451.40040	37.80
GRAINGER	9448564659	06/04/2014	806460150	101.43.5200.443.60016	130.33
HEALTHEAST MEDICAL TRAN	14-17533	06/04/2014	642017074-00001	101.42.4000.421.30700	85.00
HENNING FIRE PROTECTION	190041	06/04/2014	5/16/14	101.42.4000.421.60065	60.00
ICC	3001135	06/04/2014	5310235	101.42.4200.423.50070	125.00
ICMA RETIREMENT TRUST - 4	INV0028820	05/30/2014	ICMA-AGE <49 %	101.203.2031400	4,501.71
ICMA RETIREMENT TRUST - 4	INV0028821	05/30/2014	ICMA-AGE <49	101.203.2031400	4,025.00
ICMA RETIREMENT TRUST - 4	INV0028822	05/30/2014	ICMA-AGE 50+ %	101.203.2031400	1,209.30
ICMA RETIREMENT TRUST - 4	INV0028823	05/30/2014	ICMA-AGE 50+	101.203.2031400	5,612.87
ICMA RETIREMENT TRUST - 4	INV0028824	05/30/2014	ICMA (EMPLOYER SHARE A	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 4	INV0028831	05/30/2014	ROTH IRA (AGE 49 & UNDE	101.203.2032400	587.70
INDUSTRIAL CONTAINERS	5/19/14	06/04/2014	501126	101.44.6000.451.40047	1,685.00
INTOXIMETERS	466199	06/04/2014	C000MNINV0	101.42.4000.421.60065	64.28
INVER GROVE FORD	5/23/14 94917	06/04/2014	94917	101.42.4000.421.70300	267.81
KEEPRS, INC	245375	06/04/2014	INVERG0001	101.42.4000.421.60045	162.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KEEPRS, INC	245375-90	06/04/2014	INVERG0001	101.42.4000.421.60045	119.99
KENISON, TERRI	APRIL 2014	06/04/2014	APRIL 2014	101.42.4200.423.30700	850.00
LOCAL GOVERNMENT INFORI	38410	06/04/2014	4/30/14	101.42.4000.421.70501	1,609.00
LOCAL GOVERNMENT INFORI	38420	06/04/2014	4/30/14	101.42.4200.423.30700	110.00
M & J SERVICES, LLC	1036	06/04/2014	5/12/14	101.43.5200.443.40046	2,002.50
MADISON NATIONAL LIFE INS	1130977	06/04/2014	101243900000000	101.203.2031700	70.57
MENARDS - WEST ST. PAUL	54138	05/28/2014	30170270	101.43.5200.443.60016	64.57
MID STATE PLUMBING & HEA	89219	06/04/2014	5/14/14	101.42.4200.423.40040	325.00
MINNESOTA CITY/COUNTY M	2014 MEMBERSHIP	05/28/2014	JOE LYNCH	101.41.1100.413.50070	153.60
MINNESOTA DEPARTMENT O	INV0028816	05/30/2014	RICK JACKSON FEIN/TAXP	101.203.2032100	329.48
MINNESOTA DEPARTMENT O	INV0028817	05/30/2014	JUSTIN PARRANTO FEIN/T	101.203.2032100	495.61
MN BOARD OF ARCHITECTUF	7/1/14-6/30/16	06/04/2014	SCOTT THUREEN	101.43.5000.441.50070	132.00
MN DEPT OF REVENUE	INV0028834	05/30/2014	STATE WITHHOLDING	101.203.2030300	16,718.59
MN GFOA	8/6/14	05/28/2014	REGISTRATION-BILL SCHR	101.41.2000.415.50080	50.00
MN GFOA	MEMBERSHIP 2014	05/28/2014	BILL SCHROEPFER MEMBE	101.41.2000.415.50070	60.00
MN GLOVE & SAFETY, INC.	280167	05/28/2014	CTYINVP	101.44.6000.451.60045	119.75
MN GLOVE & SAFETY, INC.	280072	05/28/2014	CTINVP	101.44.6000.451.60045	270.41
MN LIFE INSURANCE CO	JUNE 2014	06/04/2014	0027324	101.203.2030900	3,159.49
MN NCPERS LIFE INSURANCE	5/27/14	06/04/2014	JUNE 2014	101.203.2031600	352.00
MOORE MEDICAL LLC	8237415	05/28/2014	21185816	101.42.4200.423.40042	416.37
NATURE CALLS, INC.	20716	06/04/2014	APRIL 2014	101.44.6000.451.40065	117.26
NFSA MEMBERSHIP	300002334	06/04/2014	2014 MEMBERSHIP	101.42.4200.423.50070	85.00
NORTH AMERICAN SALT	71126387	06/04/2014	533306/CSH950192	101.43.5200.443.60016	8,666.14
PARRANTO, JUSTIN	5/23/14	06/04/2014	REIMBURSE-TRAINING	101.42.4000.421.50065	66.00
PARRANTO, JUSTIN	5/23/14	06/04/2014	REIMBURSE-TRAINING	101.42.4000.421.50075	77.57
PERA	INV0028825	05/30/2014	PERA COORDINATED PLAN	101.203.2030600	30,913.16
PERA	INV0028826	05/30/2014	EMPLOYER SHARE (EXTRA	101.203.2030600	2,473.00
PERA	INV0028827	05/30/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0028828	05/30/2014	EMPLOYER SHARE (PERA I	101.203.2030600	57.69
PERA	INV0028829	05/30/2014	PERA POLICE & FIRE PLAN	101.203.2030600	11,414.00
PERA	INV0028830	05/30/2014	EMPLOYER SHARE (POLICI	101.203.2030600	17,120.91
PETTY CASH	6/4/14	06/04/2014	6/4/14	101.41.2000.415.50065	23.30
PETTY CASH	6/4/14	06/04/2014	6/4/14	101.41.2000.415.50065	17.47
PETTY CASH	6/4/14	06/04/2014	6/4/14	101.45.3300.419.50080	8.00
PETTY CASH	6/4/14	06/04/2014	6/4/14	101.45.3300.419.50080	25.00
PIONEER ATHLETICS	INV515625	06/04/2014	CI5498	101.44.6000.451.60016	857.95
PRECISE MRM	IN200-1002159	06/04/2014	000208	101.43.5200.443.50070	37.92
RCM SPECIALTIES, INC.	4222	06/04/2014	5/23/14	101.43.5200.443.40046	989.96
RY-MAK PLUMBING & HEATIN	597	06/04/2014	5/2/14	101.44.6000.451.40040	596.00
SCHROEPFER, WILLIAM	MAY 2014	06/04/2014	REIMBURSE-MILEAGE	101.41.2000.415.50065	34.94
SHERWIN-WILLIAMS	9868-0	06/04/2014	6682-5453-5	101.43.5200.443.60016	245.05
SOUTH ST PAUL, CITY OF	5/8/14 UTILITIES	05/28/2014	12/31/13-4/2/14	101.207.2070900	33.00
SPECIALIZED ENVIRONMENT	2055	06/04/2014	10984	101.44.6000.451.60016	827.60
SPORTSIGN	36864	05/28/2014	17181-10	101.44.6000.451.60065	873.00
SPRINT	842483314-150	05/28/2014	842483314	101.41.1000.413.50020	69.98
SPRINT	842483314-150	05/28/2014	842483314	101.41.1100.413.50020	34.99
SPRINT	842483314-150	05/28/2014	842483314	101.41.2000.415.50020	34.99
SPRINT	842483314-150	05/28/2014	842483314	101.42.4000.421.50020	1,093.72
SPRINT	842483314-150	05/28/2014	842483314	101.42.4200.423.50020	636.47
SPRINT	842483314-150	05/28/2014	842483314	101.43.5000.441.50020	91.91
SPRINT	842483314-150	05/28/2014	842483314	101.43.5100.442.50020	263.95
SPRINT	842483314-150	05/28/2014	842483314	101.43.5200.443.50020	249.01
SPRINT	842483314-150	05/28/2014	842483314	101.44.6000.451.50020	495.50
SPRINT	842483314-150	05/28/2014	842483314	101.45.3000.419.50020	104.51
SPRINT	842483314-150	05/28/2014	842483314	101.45.3300.419.50020	206.81
ST CLOUD TECHNICAL COLLE	00144708	06/04/2014	10574949	101.42.4200.423.50080	25.00
ST LOUIS PARK, CITY OF	24351	06/04/2014	133953	101.44.6000.451.50080	750.00
ST PAUL STAMP WORKS INC	305242	06/04/2014	INVER004	101.42.4000.421.60065	23.05
STREICHER'S	I1092249	06/04/2014	285	101.42.4000.421.40044	205.97
T MOBILE	5/28/14 494910368	05/28/2014	494910368	101.43.5100.442.50020	99.98
TRACTOR SUPPLY CREDIT PI	5/21/14 6035 3012 0018 36	06/04/2014	6035 3012 0018 3679	101.43.5200.443.60016	522.24
TRACTOR SUPPLY CREDIT PI	5/21/14 6035 3012 0018 36	06/04/2014	6035 3012 0018 3679	101.44.6000.451.60040	182.45
TYLER TECHNOLOGIES, INC	025-96119	05/28/2014	41443	101.41.2000.415.40044	378.73
ULI MINNESOTA	6/5/14	05/28/2014	4 REGISTRATIONS	101.45.3200.419.50080	100.00
UNIFIRST CORPORATION	090 0204546	06/04/2014	1051948	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0204546	06/04/2014	1051948	101.44.6000.451.60045	24.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFORMS UNLIMITED	205089	06/04/2014	I14866	101.42.4000.421.60045	5.98
UNIFORMS UNLIMITED	205090	06/04/2014	I14866	101.42.4000.421.50020	(9.77)
UNIFORMS UNLIMITED	205090	06/04/2014	I14866	101.42.4000.421.60045	14.95
UNITED WAY	INV0028537	05/16/2014	UNITED WAY	101.203.2031300	105.00
UNITED WAY	INV0028832	05/30/2014	UNITED WAY	101.203.2031300	105.00
Fund: 101 - GENERAL FUND					**368,750.22**
MAYER ARTS INC	5/13/14	05/28/2014	WISH UPON A BALLET	204.44.6100.452.30700	495.00
SAM'S CLUB	5/23/14 7715 0900 6570 25	06/04/2014	7715 0900 6570 2540	204.44.6100.452.60009	3.21
SAM'S CLUB	5/23/14 7715 0900 6570 25	06/04/2014	7715 0900 6570 2540	204.44.6100.452.60009	4.22
SPRINT	842483314-150	05/28/2014	842483314	204.44.6100.452.50020	82.61
TAHO SPORTSWEAR	14TF0742	06/04/2014	5/14/14	204.44.6100.452.60045	187.20
TAHO SPORTSWEAR	14TF0743	06/04/2014	5/14/14	204.44.6100.452.60045	312.00
TAHO SPORTSWEAR	14TF0747	06/04/2014	5/14/14	204.44.6100.452.60045	1,680.00
TAHO SPORTSWEAR	14TF0740	06/04/2014	5/15/14	204.44.6100.452.60045	384.80
TAHO SPORTSWEAR	14TF0741	06/04/2014	5/15/14	204.44.6100.452.60045	405.60
TAHO SPORTSWEAR	14TF0815	06/04/2014	5/23/14	204.44.6100.452.60045	199.04
UNIVERSAL ATHLETIC SERVI	150-0008241-01	06/04/2014	154421	204.44.6100.452.60009	127.96
YOUTH LACROSSE OF MINNE	5/2/14	06/04/2014	2014 YLM SEASON	204.44.6100.452.50070	1,725.00
Fund: 204 - RECREATION FUND					**5,606.64**
ACE PAINT & HARDWARE	520000/5	05/28/2014	501126	205.44.6200.453.60016	6.40
APEC	119403	05/28/2014	5/14/14	205.44.6200.453.60016	564.26
B & B SHEETMETAL AND ROC	51321	05/28/2014	5/14/14	205.44.6200.453.40040	1,167.77
B & B SHEETMETAL AND ROC	51396	06/04/2014	5/16/14	205.44.6200.453.40040	285.00
BURROWS REFRIGERATION	20624	06/04/2014	5/7/14	205.44.6200.453.40042	377.39
BURROWS REFRIGERATION	20624	06/04/2014	5/7/14	205.44.6200.453.40042	261.25
COMCAST	5/12/14 87720 591 012718	05/28/2014	8772 10 591 0127188	205.44.6200.453.50070	177.50
FIRST IMPRESSION GROUP,	57389	06/04/2014	3022	205.44.6200.453.50030	880.00
GLEWWE DOORS	170122	05/28/2014	5/2/14	205.44.6200.453.40040	715.00
GOPHER PLUMBING SUPPLY	222652	05/28/2014	0102479	205.44.6200.453.40040	52.65
GRAINGER	9440992353	05/28/2014	806460150	205.44.6200.453.60016	112.46
GRAINGER	9442078169	05/28/2014	806460150	205.44.6200.453.60016	56.85
GRAINGER	9447441917	06/04/2014	806460150	205.44.6200.453.60016	161.20
HAWKINS, INC.	3597043	06/04/2014	108815	205.44.6200.453.60024	2,051.08
HAWKINS, INC.	3597044	06/04/2014	108815	205.44.6200.453.60024	929.91
HILLYARD INC	601147739	05/28/2014	274069	205.44.6200.453.60011	597.63
HILLYARD INC	601147739	05/28/2014	274069	205.44.6200.453.60011	597.62
HUEBSCH SERVICES	3271417	06/04/2014	92965	205.44.6200.453.40040	168.22
HUEBSCH SERVICES	3271417	06/04/2014	92965	205.44.6200.453.40040	55.32
OLD WORLD PIZZA	5/30/14	06/04/2014	5/30/14	205.44.6200.453.60065	38.00
OLD WORLD PIZZA	5/30/14	06/04/2014	5/30/14	205.44.6200.453.60065	105.45
OLD WORLD PIZZA	5/30/14	06/04/2014	5/30/14	205.44.6200.453.76050	176.00
PETTY CASH	6/4/14	06/04/2014	6/4/14	205.44.6200.453.60065	2.14
PETTY CASH	6/4/14	06/04/2014	6/4/14	205.44.6200.453.60065	4.29
PETTY CASH	6/4/14	06/04/2014	6/4/14	205.44.6200.453.60065	3.75
PETTY CASH	6/4/14	06/04/2014	6/4/14	205.44.6200.453.60065	4.29
PIONEER PRESS	0414414398	06/04/2014	4/1/14-4/30/14	205.44.6200.453.50025	1,430.00
RECREATION SUPPLY COMP/	268797	06/04/2014	M09501	205.44.6200.453.60040	2,328.00
RECREATION SUPPLY COMP/	268797 CREDIT	06/04/2014	M09501	205.44.6200.453.60040	(346.40)
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60011	47.53
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60011	47.53
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	23.50
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	13.08
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	37.76
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	56.15
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	48.89
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.60065	16.03
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.76050	107.25
SAM'S CLUB	5/23/14 7715 0900 6160 69	06/04/2014	7715 0900 6160 6950	205.44.6200.453.76050	209.28
SAM'S CLUB	5/23/14 7715 0900 6570 25	06/04/2014	7715 0900 6570 2540	205.44.6200.453.60065	3.23
SAM'S CLUB	5/23/14 7715 0900 6570 25	06/04/2014	7715 0900 6570 2540	205.44.6200.453.60065	25.45
SPRINT	842483314-150	05/28/2014	842483314	205.44.6200.453.50020	87.44
SPRINT	842483314-150	05/28/2014	842483314	205.44.6200.453.50020	87.45
SPRINT	842483314-150	05/28/2014	842483314	205.44.6200.453.50020	41.02

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINT	842483314-150	05/28/2014	842483314	205.44.6200.453.50020	20.51
SPRINT	842483314-150	05/28/2014	842483314	205.44.6200.453.50020	16.51
TRIDISTRICT COMMUNITY ED	2013-2014 WALKING BUT	05/28/2014	56 BUTTONS	205.44.6200.453.70600	56.00
Fund: 205 - COMMUNITY CENTER					**13,907.64**
WELLS FARGO BANK	1063761	06/04/2014	INVE412AGOR	359.57.9000.570.90300	393.75
Fund: 359 - G.O. WATER REV REF 2012A					**393.75**
WELLS FARGO BANK	1063761	06/04/2014	INVE412AGOR	360.57.9000.570.90300	84.00
Fund: 360 - G.O. STORM WATER REFUNDING 2012A					**84.00**
WELLS FARGO BANK	1063761	06/04/2014	INVE412AGOR	361.57.9000.570.90300	47.25
Fund: 361 - WATER REV REF 2012A					**47.25**
KOHLS FOAM SYSTEMS	5/15/14	06/04/2014	5/15/14	426.72.5900.726.30700	3,245.00
SHORT ELLIOTT HENDRICKS(	281281	05/28/2014	4340	426.72.5900.726.30300	916.81
Fund: 426 - 2006 IMPROVEMENT FUND					**4,161.81**
BOLTON & MENK, INC.	0155064	05/28/2014	T18.106198	431.73.5900.731.80300	220.00
Fund: 431 - 2011 IMPROVEMENT FUND					**220.00**
BAILEY NURSERIES, INC.	INV0409915	06/04/2014	CITY019	432.73.5900.732.70600	2,047.60
SPECIALIZED ENVIRONMENT.	2055	06/04/2014	10984	432.73.5900.732.70600	822.40
Fund: 432 - 2012 IMPROVEMENT FUND					**2,870.00**
BOLTON & MENK, INC.	0156668	05/28/2014	T18.106543	440.74.5900.740.30300	1,275.00
BOLTON & MENK, INC.	0157469	05/28/2014	T18.106543	440.74.5900.740.30300	220.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**1,495.00**
SOUTH ST PAUL, CITY OF	5/8/14 UTILITIES	05/28/2014	12/31/13-4/2/14	441.207.2070800	56.04
WSB & ASSOCIATES, INC.	4/29/14 4	05/28/2014	01702-250	441.74.5900.741.70600	2,027.00
Fund: 441 - STORM WATER MANAGEMENT					**2,083.04**
FOX, KIM	5/20/14	06/04/2014	REIMBURSE-REFRESHMEN	448.74.5900.748.70600	15.00
Fund: 448 - NWA - STORM WATER					**15.00**
ACE PAINT & HARDWARE	520028/5	05/28/2014	501126	501.50.7100.512.60016	25.96
ACE PAINT & HARDWARE	520065/5	06/04/2014	501126	501.50.7100.512.60016	15.98
DAKOTA AGGREGATES, LLC.	6023609	06/04/2014	16761	501.50.7100.512.60016	577.55
GRAINGER	9442078144	05/28/2014	806460150	501.50.7100.512.40042	43.18
GRAINGER	9442078151	05/28/2014	806460150	501.50.7100.512.40040	47.08
GRAINGER	944525444	05/28/2014	806460150	501.50.7100.512.40040	44.08
HAWKINS, INC.	3593890	05/28/2014	108816	501.50.7100.512.60019	14,224.53
HD SUPPLY WATERWORKS L	C334237	06/04/2014	099872	501.50.7100.512.60016	1,071.03
HD SUPPLY WATERWORKS L	C409977	06/04/2014	099872	501.50.7100.512.75500	780.00
HD SUPPLY WATERWORKS L	C410012	06/04/2014	099872	501.50.7100.512.75500	2,369.87
HOME DEPOT CREDIT SERVI(	5/13/14 6035 3225 0269 12	05/28/2014	6035 3225 0269 1268	501.50.7100.512.60016	117.90
MN DEPT OF HEALTH	4/1/14-6/30/14	06/04/2014	1190014	501.207.2070100	11,934.00
MN DEPT OF HEALTH	10978 CLASS C 2014	06/04/2014	AMY BERGLUND	501.50.7100.512.50070	23.00
SENSUS METERING SYSTEM!	ZA15001451	06/04/2014	418020	501.50.7100.512.40044	1,524.60
SHORT ELLIOTT HENDRICKS(	281280	06/04/2014	4340	501.50.7100.512.30300	1,262.28
SOUTH ST PAUL, CITY OF	5/8/14 UTILITIES	05/28/2014	12/31/13-4/2/14	501.50.7100.512.40005	196.19
SPRINT	842483314-150	05/28/2014	842483314	501.50.7100.512.50020	292.86
STANTEC CONSULTING SER\	791564	05/28/2014	92607	501.50.7100.512.30300	4,840.00
Fund: 501 - WATER UTILITY FUND					**39,390.09**
SOUTH ST PAUL, CITY OF	5/8/14 UTILITIES	05/28/2014	12/31/13-4/2/14	502.51.7200.514.40015	390.46
Fund: 502 - SEWER UTILITY FUND					**390.46**
ACE PAINT & HARDWARE	519927/5	05/28/2014	506975 0004	503.52.8600.527.60040	28.96
ARAMARK REFRESHMENT SE	86725	05/28/2014	48128	503.52.8300.524.76050	193.46
ARAMARK UNIFORM SERVICE	629-7989807	05/28/2014	792502342	503.52.8600.527.60045	60.13
ARCTIC GLACIER, INC.	437414001	05/28/2014	1726134	503.52.8300.524.76050	170.20
ARCTIC GLACIER, INC.	461414407	06/04/2014	1726134	503.52.8300.524.76050	135.36
COCA COLA BOTTLING COMF	0128516803	06/04/2014	5/22/14	503.52.8300.524.76100	925.49
COLLEGE CITY BEVERAGE	324919	05/28/2014	3592	503.52.8300.524.76150	622.70
COLLEGE CITY BEVERAGE	324980	06/04/2014	3592	503.52.8300.524.76150	327.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRANDMA'S BAKERY	455685	05/28/2014	24400	503.52.8300.524.76050	36.37
GRANDMA'S BAKERY	456010	06/04/2014	24400	503.52.8300.524.76050	43.35
GRANDMA'S BAKERY	456359	06/04/2014	24400	503.52.8300.524.76050	43.46
GRANDMA'S BAKERY	456703	06/04/2014	24400	503.52.8300.524.76050	45.50
GRANDMA'S BAKERY	456976	06/04/2014	24400	503.52.8300.524.76050	45.05
GRANDMA'S BAKERY	247519	06/04/2014	24400	503.52.8300.524.76050	45.90
GRANDMA'S BAKERY	457527	06/04/2014	24400	503.52.8300.524.76050	45.96
GRANDMA'S BAKERY	457790	06/04/2014	24400	503.52.8300.524.76050	43.84
GRANDMA'S BAKERY	458069	06/04/2014	24400	503.52.8300.524.76050	36.39
GRANDMA'S BAKERY	458419	06/04/2014	24400	503.52.8300.524.76050	39.57
GREAT NORTHERN BUILDERS	5/22/14	06/04/2014	5/22/14	503.52.8500.526.80300	5,200.00
HEGGIES PIZZA	1081287	05/28/2014	1708	503.52.8300.524.76050	103.00
JJ TAYLOR DIST. COMPANY C	2220349	06/04/2014	00834	503.52.8300.524.76150	243.80
LENTNER, GLEN	5/20/14	05/28/2014	REIMBURSE-BOOT ALLOW	503.52.8600.527.60065	159.99
M. AMUNDSON LLP	174316	05/28/2014	902858	503.52.8300.524.76050	197.68
MENARDS - WEST ST. PAUL	48242	05/28/2014	30170265	503.52.8600.527.60012	125.47
MTI DISTRIBUTING CO	952258-00	05/28/2014	402307	503.52.8600.527.40042	154.98
NATURE CALLS, INC.	20696	06/04/2014	APRIL 2014	503.52.8600.527.40065	115.70
SPRINT	842483314-150	05/28/2014	842483314	503.52.8500.526.50020	115.57
TITLEIST	2780010	05/28/2014	008363/1243 062177/1243 0(	503.52.8200.523.76450	3,044.00
TITLEIST	2797412	05/28/2014	008363/1243 062177/1243 0(	503.52.8200.523.76450	947.33
US FOODSERVICE	5358943	06/04/2014	03805983	503.52.8300.524.76050	1,135.77
US FOODSERVICE	5479100	06/04/2014	03805983	503.52.8300.524.76050	827.48
WINFIELD SOLUTIONS, LLC	000059312389	05/28/2014	7884532	503.52.8600.527.60030	1,495.71
YAMAHA GOLF & UTILITY, INC	01-129860	06/04/2014	INVERWOOD	503.52.8400.525.40041	83.26
Fund: 503 - INVER WOOD GOLF COURSE					**16,838.53**
BOLTON & MENK, INC.	0165755	05/28/2014	T18.107661	511.50.7100.512.30300	8,609.00
FOX, KIM	5/20/14	06/04/2014	REIMBURSE-REFRESHMEN	511.50.7100.512.70600	15.00
Fund: 511 - NWA - WATER					**8,624.00**
BOLTON & MENK, INC.	0165755	05/28/2014	T18.107661	512.51.7200.514.30300	8,609.00
FOX, KIM	5/20/14	06/04/2014	REIMBURSE-REFRESHMEN	512.51.7200.514.70600	15.00
Fund: 512 - NWA - SEWER					**8,624.00**
ACE PAINT & HARDWARE	520056/5	06/04/2014	501126	603.00.5300.444.40041	4.99
ARROW MOWER, INC.	27345	05/28/2014	GROVINE	603.00.5300.444.40041	60.12
ARROW MOWER, INC.	27595	06/04/2014	GROVINVE	603.00.5300.444.40041	10.66
BLACKTOP PROS, LLC	852583	05/28/2014	C20390	603.00.5300.444.40041	331.62
C.J. SPRAY, INC.	3037124	06/04/2014	109206	603.00.5300.444.40041	278.20
CARQUEST OF MSP-ROSEMC	1596-213514	05/28/2014	614420	603.00.5300.444.40041	22.50
CUSTOM HOSE TECH	74589	06/04/2014	5/19/14	603.00.5300.444.40040	60.80
DEALER AUTOMOTIVE SERVI	1-080489	05/28/2014	46612	603.00.5300.444.40041	30.03
FACTORY MOTOR PARTS CO	1-4424109	05/14/2014	RA3885648	603.00.5300.444.40041	(15.00)
FACTORY MOTOR PARTS CO	1-4166446	06/04/2014	10799	603.00.5300.444.40041	99.99
FACTORY MOTOR PARTS CO	1-4279941	06/04/2014	10799	603.00.5300.444.40041	24.78
FACTORY MOTOR PARTS CO	1-4446698	06/04/2014	10799	603.00.5300.444.40041	(93.56)
FERRELLGAS	1082503270	05/28/2014	7754787	603.00.5300.444.40041	30.77
HEALTHEAST VEHICLE SERVI	20819	06/04/2014	5/1/14	603.00.5300.444.80700	9,422.73
INVER GROVE FORD	5145770	06/04/2014	5/23/14	603.00.5300.444.40041	35.13
I-STATE TRUCK CENTER	R242060481:01	06/04/2014	13468	603.00.5300.444.40041	401.49
MTI DISTRIBUTING CO	956819-00	06/04/2014	91180	603.00.5300.444.40041	59.03
MTI DISTRIBUTING CO	957669-00	06/04/2014	91180	603.00.5300.444.40041	88.68
MTI DISTRIBUTING CO	957735-00	06/04/2014	91180	603.00.5300.444.40041	62.51
O'REILLY AUTO PARTS	1767-483737	05/28/2014	1578028	603.00.5300.444.40041	21.98
O'REILLY AUTO PARTS	1767-483771	05/28/2014	1578028	603.140.1450050	45.84
O'REILLY AUTO PARTS	1767-484197	05/28/2014	1578028	603.00.5300.444.40041	9.10
O'REILLY AUTO PARTS	1767-48430	05/28/2014	1578028	603.00.5300.444.40041	3.86
O'REILLY AUTO PARTS	1767-484350	06/04/2014	1578028	603.00.5300.444.40041	51.99
O'REILLY AUTO PARTS	1767-484377	05/28/2014	1578028	603.00.5300.444.40041	31.92
O'REILLY AUTO PARTS	1767-484404	05/28/2014	1578028	603.00.5300.444.40041	(4.55)
O'REILLY AUTO PARTS	1767-484593	05/28/2014	1578028	603.00.5300.444.40041	42.99
O'REILLY AUTO PARTS	1767-485118	06/04/2014	1578028	603.00.5300.444.40040	205.28
O'REILLY AUTO PARTS	1767-485141	06/04/2014	1578028	603.140.1450050	10.79
O'REILLY AUTO PARTS	1767-485243	06/04/2014	1578028	603.00.5300.444.40041	5.96
O'REILLY AUTO PARTS	1767-485243	06/04/2014	1578028	603.140.1450050	7.19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTO PARTS	1767-485266	06/04/2014	1578028	603.00.5300.444.60012	6.04
O'REILLY AUTO PARTS	1767-485266	06/04/2014	1578028	603.140.1450050	51.33
O'REILLY AUTO PARTS	1767-485331	06/04/2014	1578028	603.00.5300.444.60012	4.65
O'REILLY AUTO PARTS	1767-485448	06/04/2014	1578028	603.140.1450050	9.58
O'REILLY AUTO PARTS	1767-485512	06/04/2014	1578028	603.00.5300.444.40041	19.99
O'REILLY AUTO PARTS	1767-485728	06/04/2014	1578028	603.140.1450050	7.81
O'REILLY AUTO PARTS	1767-483255	06/04/2014	1578028	603.00.5300.444.40041	47.87
O'REILLY AUTO PARTS	1767-483255	06/04/2014	1578028	603.140.1450050	38.06
O'REILLY AUTO PARTS	1767-484668	06/04/2014	1578028	603.00.5300.444.40041	(51.99)
O'REILLY AUTO PARTS	1767-485757	06/04/2014	1578028	603.00.5300.444.40041	(5.96)
PETTY CASH	6/4/14	06/04/2014	6/4/14	603.00.5300.444.50070	12.00
POMP'S TIRE SERVICE, INC.	980007720	05/28/2014	4502557	603.00.5300.444.60014	152.00
POMP'S TIRE SERVICE, INC.	980007800	05/28/2014	4502557	603.00.5300.444.60014	1,903.96
PUMP AND METER SERVICE I	M53014-1	06/04/2014	494500	603.00.5300.444.40040	274.59
SCHARBER & SONS	P38482	06/04/2014	INVER001	603.00.5300.444.40041	112.19
SCHARBER & SONS	P39747	06/04/2014	INVER001	603.00.5300.444.40041	1,560.16
SCHARBER & SONS	P33255	06/04/2014	INVER001	603.00.5300.444.40041	382.77
SPRINT	842483314-150	05/28/2014	842483314	603.00.5300.444.50020	97.70
TACTICAL SOLUTIONS	4259	06/04/2014	3/31/14	603.00.5300.444.40041	433.00
TRACTOR SUPPLY CREDIT PI	5/21/14 6035 3012 0018 36	06/04/2014	6035 3012 0018 3679	603.00.5300.444.40041	101.98
TRACTOR SUPPLY CREDIT PI	5/21/14 6035 3012 0018 36	06/04/2014	6035 3012 0018 3679	603.00.5300.444.60012	258.24
TWIN SOURCE SUPPLY	00437994	05/28/2014	MAY UTILITY BILLS	603.00.5300.444.60011	362.04
UNIFIRST CORPORATION	090 0204546	06/04/2014	1051948	603.00.5300.444.40065	106.07
UNIFIRST CORPORATION	090 0204546	06/04/2014	1051948	603.00.5300.444.60045	27.33
WESTERN PETROLEUM COM	97139077-41801	06/04/2014	112741	603.00.5300.444.40040	1,241.44
WESTERN PETROLEUM COM	97139157-41801	06/04/2014	112741	603.140.1450050	661.93
Fund: 603 - CENTRAL EQUIPMENT					**19,162.60**
LONE OAK COMPANIES	5/28/14	05/28/2014	MAY UTILITY BILLS	605.00.7500.460.50035	1,476.60
Fund: 605 - CITY FACILITIES					**1,476.60**
SPRINT	842483314-150	05/28/2014	842483314	606.00.1400.413.50020	84.00
SPRINT	842483314-150	05/28/2014	842483314	606.46.0000.3660000	(209.85)
Fund: 606 - TECHNOLOGY FUND					**(125.85)**
DAKOTA CTY ATTORNEY	5/22/14	06/04/2014	13-774	702.229.2291000	408.00
EMMONS & OLIVIER RESOUR	00095-0044-1	05/28/2014	00095-0044	702.229.2304201	1,716.00
EMMONS & OLIVIER RESOUR	00095-0044-1	05/28/2014	00095-0044	702.229.2304301	3,784.43
STATE TREASURER'S OFFICE	5/22/14	06/04/2014	13-774	702.229.2291000	204.00
Fund: 702 - ESCROW FUND					**6,112.43**
Grand Total					**500,127.21**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 7623 Addisen Court (Lot 11, Block 1, Argenta Hills 5th Addition)

Meeting Date:	June 9, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a homeowner's fence encroaching within a drainage and utility easement located at 7623 Addisen Court (Lot 11, Block 1, Argenta Hills 5th Addition).

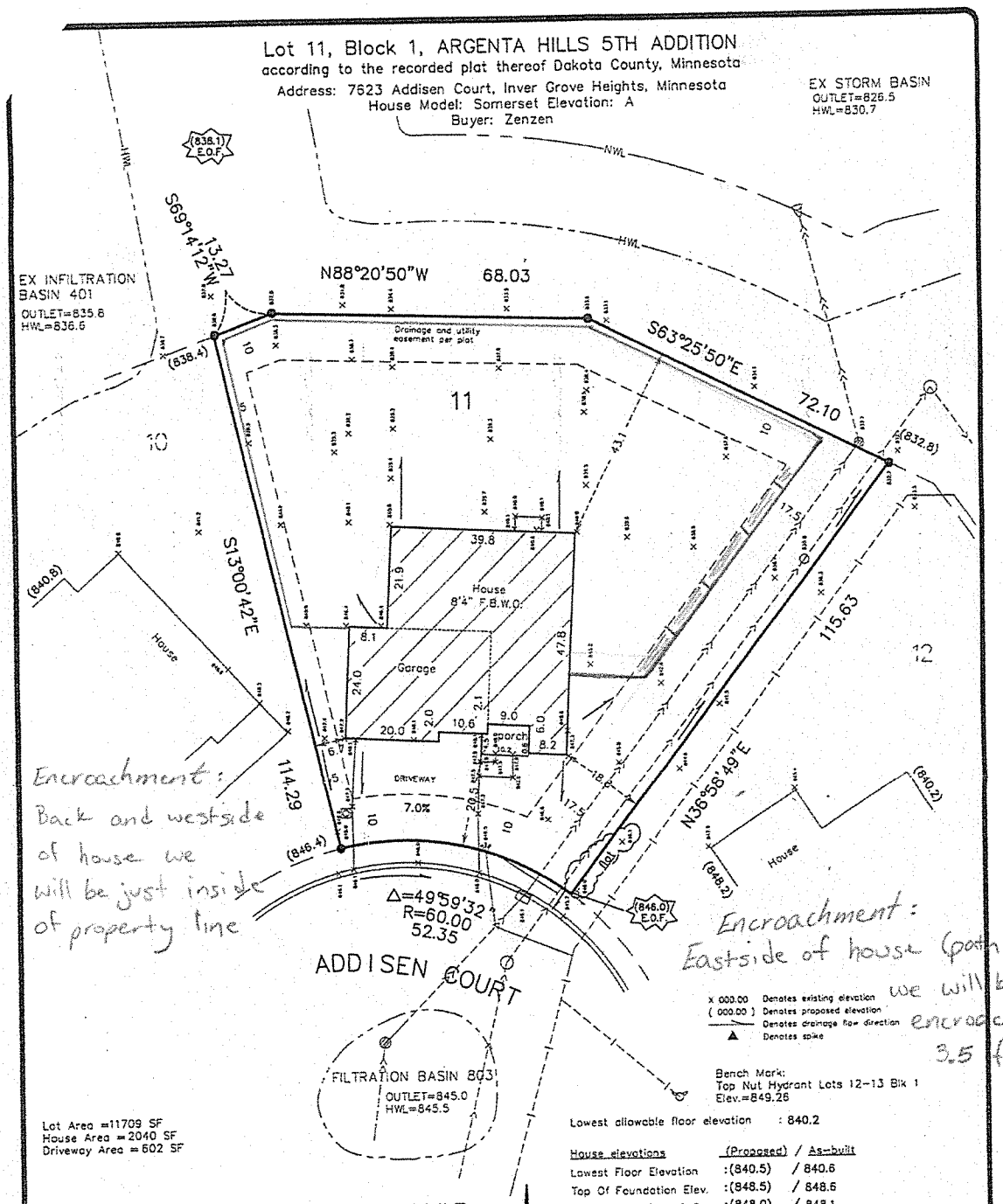
SUMMARY

The owners of 7623 Addisen Court, Noah and Heather Zenzen, applied for a fence permit on April 21, 2014. During the review process, they requested authorization to cross into a drainage and utility easement to install a 48" ornamental steel fence. Since the easement is adjacent to a trail and several utilities, Engineering staff required that the fence be installed away from utilities. The fence is designed with removable panels to make removal easier. The location and design of the fence will keep the homeowner in compliance with the City's Obstruction Policy.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the Easement Encroachment Agreement for 7623 Addisen Court (Lot 11, Block 1, Argenta Hills 5th Addition).

TJK/jds
Attachments: Exhibit
Easement Encroachment Agreement

Lot 11, Block 1, ARGENTA HILLS 5TH ADDITION
according to the recorded plat thereof Dakota County, Minnesota
Address: 7623 Addisen Court, Inver Grove Heights, Minnesota
House Model: Somerset Elevation: A
Buyer: Zenzen



PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
Ph.: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Revisions:
1.) 7-10-13 STAKE HOUSE
2.) 7-19-13 CLIENT GRADE REVISIONS
3.) 10-25-13 GRADING AS-BUILT

Project #: 112253019
Folder #: 7441
Drawn by: kks

Certificate of Survey for:
Robert Thomas Homes Inc
16972 Brandtjen Farm Dr
Lakeville, MN 55044
Phone: (952) 322-8700

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AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 11, BLOCK 1, ARGENTA HILLS 5TH ADDITION DAKOTA COUNTY, MINNESOTA

THIS **AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 11, BLOCK 1, ARGENTA HILLS 5TH ADDITION** (Agreement) is made this 9th day of June, 2014, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Noah A. Zenzen and Heather Zenzen, husband and wife (hereafter collectively referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 **Subject Land**. "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 11, Block 1, Argenta Hills 5th Addition, Dakota County, Minnesota

1.4 **City Easement**. "City Easement" means the following easement located on the Subject Land:

The permanent drainage and utility easement located along the northerly, westerly and easterly boundary lines of the Subject Land dedicated on the recorded plat of Argenta Hills 5th Addition, Dakota County, Minnesota.

1.5 **Landowner.** "Landowner" means Noah A. Zenzen and Heather Zenzen, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

1.6 **Formal Notice.** "Formal Notice" means notice 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 prepaid, addressed as follows:

IF TO CITY:	City of City of Inver Grove Heights Attention: Director of Public Works 8150 Barbara Avenue Inver Grove Heights, MN 55077
IF TO LANDOWNER:	Noah A. Zenzen and Heather Zenzen 7623 Addisen Court 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.

1.7 **Landowner Improvements.** "Landowner Improvements" means the fence to be constructed on the Subject Land in the City Easement.

1.8 **City Easement Improvements.** "City Easement Improvements" means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 **Construction Plan.** "Construction Plan" means the Certificate of Survey dated July 9, 2013 and revised October 25, 2013 prepared by Pioneer Engineering attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 **City Utility Costs.** "City Utility Costs" means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to place the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at his own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems, buildings, or fences within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at his expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 **Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 **Cost Differential.** If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 **Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at his own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 **Remedies.** If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

a.) The City may specifically enforce this Agreement.

b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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 this 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.

3.11 **Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees 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 any of the following:

a.) The Landowner Improvements;

b.) Installation and maintenance of the Landowners Improvements;

c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

d.) Use of the City Easement for Landowner Improvements.

3.12 **City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 **Recording.** The City may record this Agreement with the Dakota County Recorder.

3.15 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

3.18 **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.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

Noah A. Zenzen

Heather Zenzen

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of May, 2014, before me a Notary Public within and for said County, personally appeared Noah A. Zenzen and Heather Zenzen, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

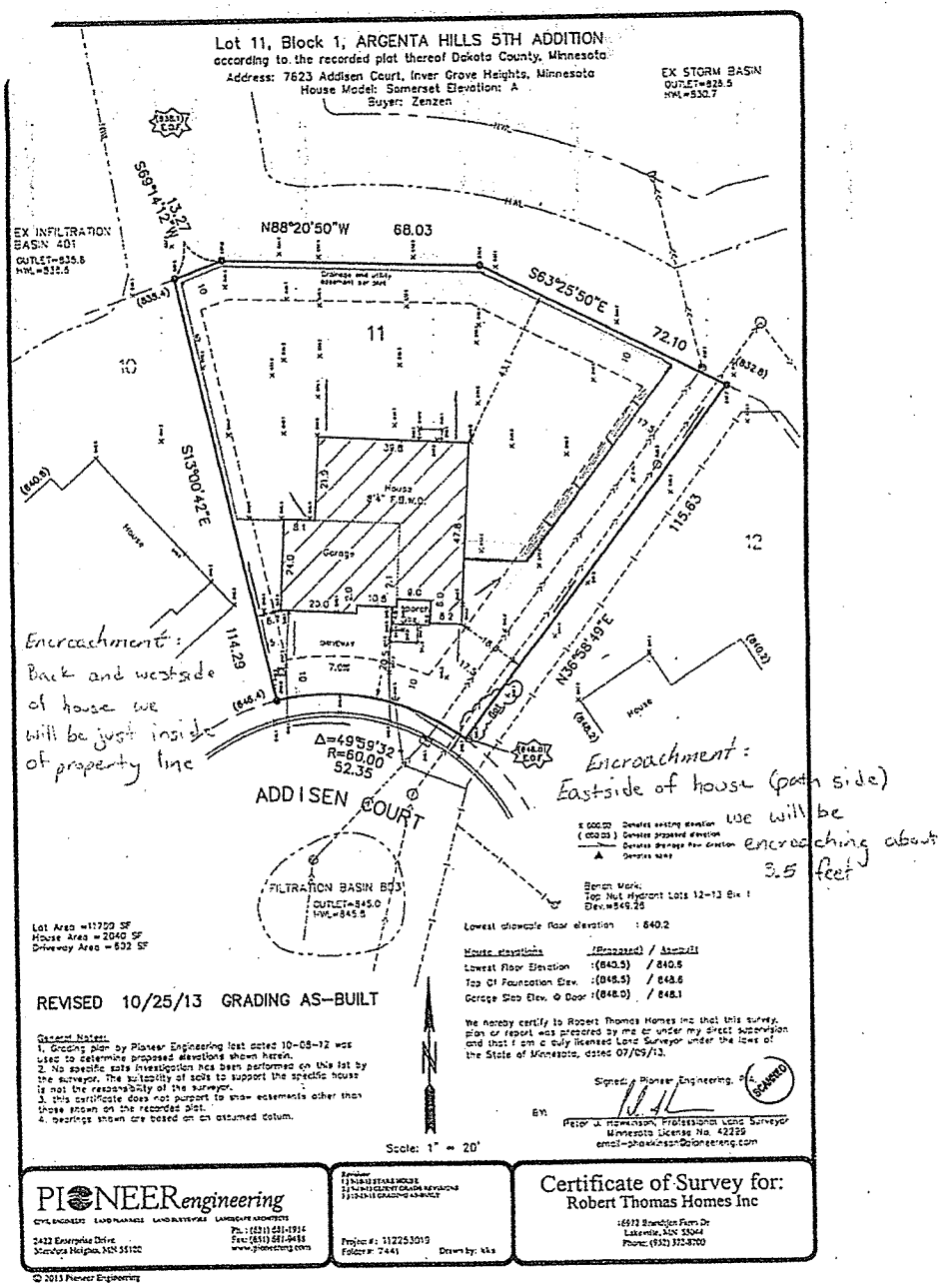
KIM A. FOX
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

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
CONSTRUCTION PLAN



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AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Custom Grading and Drainage and Utility Easement Agreements for 9757 Barton Trail

Meeting Date:	June 9, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading and Drainage and Utility Easement Agreements for a new home to be built at 9757 Barton Trail.

SUMMARY

The owners of 9757 Barton Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The lot is located adjacent to an existing storm water basin. Engineering requested that a drainage and utility easement be granted over the portion of the storm water basin that is on the property. The owners, Ryan and Soeurm Motilall, have provided the required grading and erosion control plans, easement description, and easement exhibit. They have also signed the Custom Grading and Drainage and Utility Easement Agreements (attached). An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a $10,000 cash surety.

It is recommended that the City Council approve the Custom Grading and Drainage and Utility Easement Agreements for 9757 Barton Trail.

TJK/jds
Attachments: Custom Grading Agreement
Drainage and Utility Easement Agreement

CUSTOM GRADING AGREEMENT
FOR
9757 BARTON TRAIL
LOT 5, BLOCK 1, MASO VALLEY VIEW ADDITION
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 9th day of June, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Ryan and Soeurm Motilall, husband and wife.

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

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

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

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

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

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

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

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

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

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

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

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

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

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

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

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

If to Owner:
Ryan and Soeurm Motilall
1414 Laurel Ave, Apt. L119
Minneapolis, MN 55403

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 5, Block 1, Maso Valley View Addition, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Plat resulting from the grading or building on the land within the Plat by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

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

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

3.9 **AS BUILT INFORMATION.** One (1) copy, on paper, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD. As-built information shall also be submitted in an electronic Adobe PDF file format. Note: All corrected links, grades, and elevations shall have a line drawn through the original text and new information placed nearby; the original information or text shall not be erased.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 **RECORDING.** Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 **BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

11.6 **ASSIGNMENT.** The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in

full force and effect, even if the Owner sells the Lot.

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

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

11.9 **COUNTERPARTS.** This Custom Grading Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:

Ryan Motilall

Soeurm Motilall

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3rd day of June, 2014, by Ryan and Soeurm Motilall, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Notary Public

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

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Lot Certificate		Pioneer Engineering

Approved by the City Engineer on June 2, 2014.

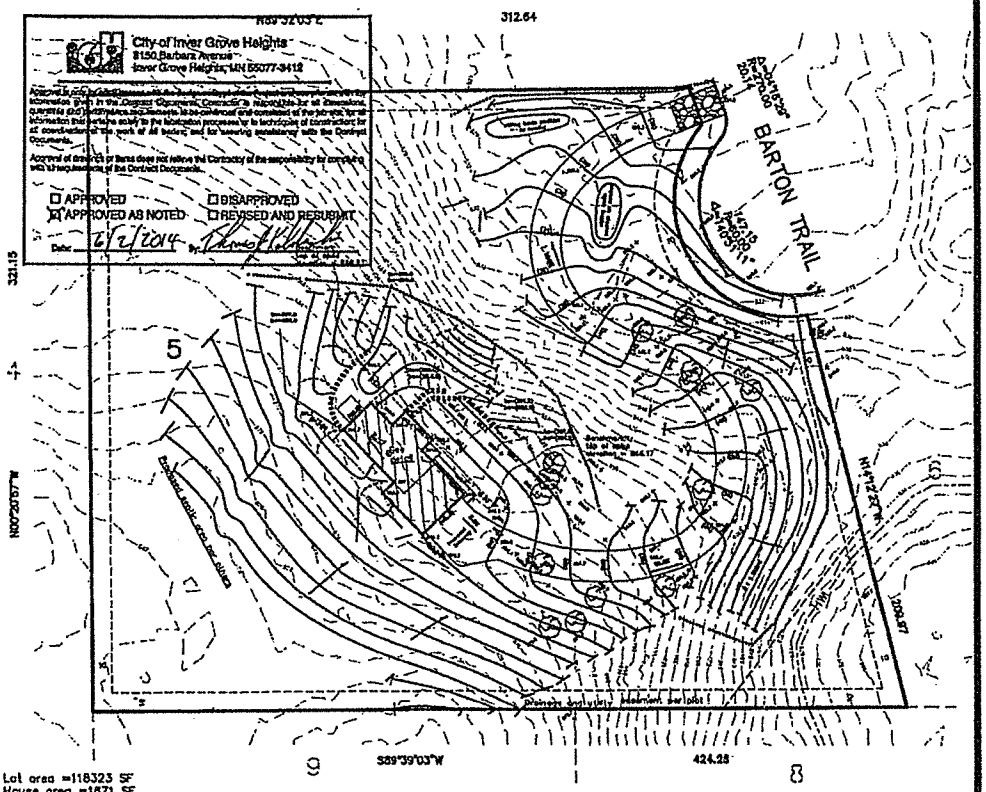
Lot 5, Block 1, MASO VALLEY VIEW ADDITION

according to the recorded plat thereof Dakota County, Minnesota

Address: 9757 Barton Trail, Inver Grove Heights, Minnesota

House Model: Custom Elevation:

Buyer:



Lot area =118323 SF
House area =1871 SF

Benchmark:
Disk in bridge Co. Rd. 73 over Hwy 55
Elevation = 959.51

Denotes bioroll baffels.

Denotes proposed retaining wall designed and built by others.

Denotes test hole

Denotes proposed rock construction entrance

X 000.00 Denotes existing elevation

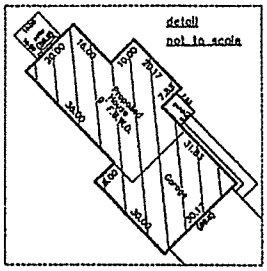
(000.00) Denotes proposed elevation

Denotes drainage flow direction

Denotes spike

Denotes proposed erosion control

House elevations	(Proposed)	/ As-built
Lowest Floor Elevation	:(857.3)	/
Top Of Foundation Elev.	:(867.0)	/
Garage Slab Elev. @ Door	:(866.0)	/



Construction Notes:
1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.
7. blanket and seed slopes within 7 days of grading.

General Notes
1. Grading plan by last dated was used to determine proposed elevations shown hereon.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building envelopes shown are for botanical location of structure on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on assumed datum.

Scale: 1" = 50'

We hereby certify to McDonald Construction Inc that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 02/26/14.

Signed: Pioneer Engineering, P.A.

BY:

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299
email-phawkinson@pioneereng.com

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

Ph.: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Revisions:
1) 03-03-14 Redo House
2) 03-28-14 Add Septic per owner
3) 03-31-14 Move berm outside grading area
4) 04-01-14 Re-site House
5) 04-24-14 Revise grading per client
6) 05-13-14 Revise grading per client
7) 05-23-14 Revise grading per client
8) 05-29-14 Re-site house / revise driveway / city rev.

Project #: 114029000
Folder #: 2197
Drawn by: TSS

Certificate of Survey for:

McDonald Construction Inc

7601 145th St W
Apple Valley, MN 55124-7599
Phone: (952) 432-7601 / Fax: (952) 431-1368

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APPENDIX 2
IMPROVEMENTS

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

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage,and sediment & erosion control
X	Prior to Certificate of Occupancy	As-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR LOT 5, BLOCK 1, MASO VALLEY VIEW ADDITION
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 9th day of June, 2014, between Ryan Motilall and Soeurm Motilall, husband and wife (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

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

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

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, themselves or 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.

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

Ryan Motilall

S. Motilall

Soeurm Motilall

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 3rd day of June, 2014, before me a Notary Public within and for said County, personally appeared Ryan Motilall and Soeurm Motilall, 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.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Kathleen Joan Fischer
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:

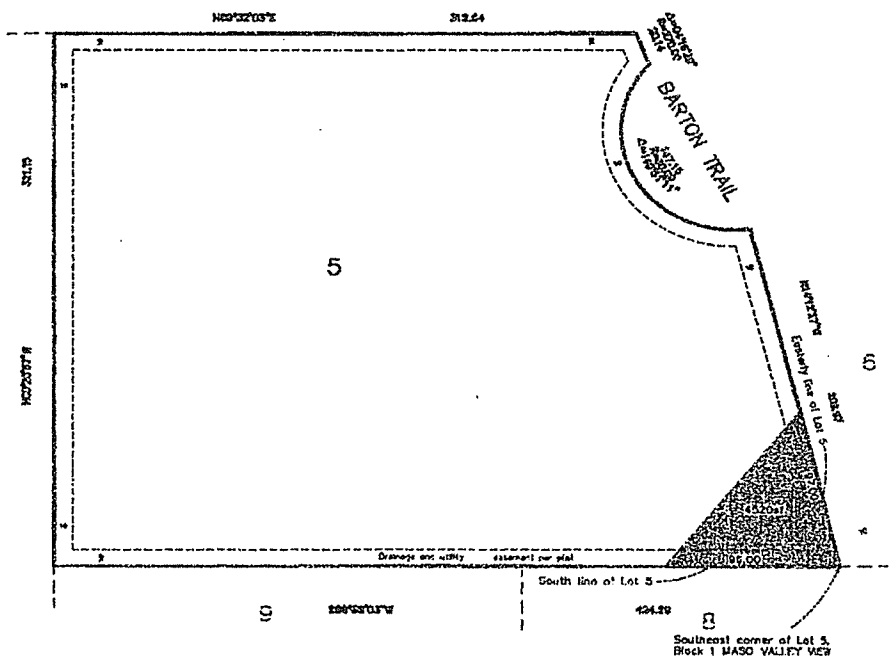
Lot 5, Block 1, Maso Valley View Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A **permanent easement** for **utility and drainage purposes and all such purposes ancillary, incident or related thereto** described as follows:

All that part of Lot 5, Block 1, MASO VALLEY VIEW ADDITION according to the recorded plat thereof, Dakota County, Minnesota lying southeasterly of the following described line:

Beginning at a point on the south line of said Lot 5 distant 96.00 feet westerly of the southeast corner thereof, thence northwesterly to a point on the easterly line of said Lot 5 distant 97.00 feet northwesterly of said southeast corner.



Proposed Legal description for utility easement:

All that part of Lot 5, Block 1 MASO VALLEY VIEW according to the recorded plat thereof, Dakota County, Minnesota lying southeasterly of the following described line:

Beginning at a point on the south line of said Lot 5 distant 86.00 feet westerly of the southeast corner thereof, thence northwesterly to a point on the easterly line of said Lot 5 distant 97.00 feet northwesterly of said southeast corner.

* 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.

We hereby certify to McDonald construction that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 10th day of April, 2014.

Denotes proposed easement

SIGNED: PIONEER ENGINEERING, P.A.

BY: _____

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42289
email--phawkinson@pioneereng.com

Sheet 1 of 1

PIONEER engineering, P.A.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-0448
www.pioneereng.com

Cad File: 114339000
Folder #: 2197
Drawn by: pjh

Description Sketch for:
McDonald Construction

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AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading and Storm Water Facilities Maintenance Agreements for 1928 77th Street West

Meeting Date:	June 9, 2014		Fiscal/FTE Impact:
Item Type:	Consent TJK	X	None
Contact:	Thomas J. Kaldunski, City Engineer		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading and Storm Water Facilities Maintenance Agreements for a new home to be built at 1928 77th Street West.

SUMMARY

The owners of 1928 77th Street West are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The lot is located within the Northwest Area. Storm water facilities were required in accordance with Northwest Area Standards. The required storm water facilities resulted in the need for a maintenance agreement. The owners, Eric and Jayne Holm, have provided the required grading and erosion control plans and storm water facilities plans. They have also signed the Custom Grading and Storm Water Facilities Maintenance Agreements (attached). An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading and storm water facilities. The owner has applied for a building permit and will provide a $10,000 LOC or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading and Storm Water Facilities Maintenance Agreements for 1928 77th Street West.

TJK/jds
Attachments: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

CUSTOM GRADING AGREEMENT
FOR
1928 77TH STREET WEST
LOT 3, BLOCK 1, HOLM'S 1ST ADDITION
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 9th day of June, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Eric and Jayne Holm, husband and wife.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means all those plans,

drawings, specifications and surveys identified on the attached Appendix 1.

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

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

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

1.14 **OWNER DEFAULT.** "Owner Default" means and includes any of the following

or any combination thereof:

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

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

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

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

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

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

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

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

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

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

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

If to Owner:
Eric R. and Jayne M. Holm
1946 77th Street West
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.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 3, Block 1, Holm's 1st Addition, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Plat resulting from the grading or building on the land within the Plat by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

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

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

3.9 **AS BUILT INFORMATION.** One (1) copy, on paper, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD. As-built information shall also be submitted in an electronic Adobe PDF file format. Note: All corrected links, grades, and elevations shall have a line drawn through the original text and new information placed nearby; the original information or text shall not be erased.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 **RECORDING.** Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 **BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

11.6 **ASSIGNMENT.** The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Lot.

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

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

11.9 **COUNTERPARTS.** This Custom Grading Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:

Eric R. Holm

Jayne M. Holm

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 7th day of May, 2014, by Eric and Jayne Holm, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Notary Public

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

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Lot Certificate		Lake and Land Surveying

Approved by the City Engineer on May 16, 2014.

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 coordination of the work of all trades and for satisfying 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 ☐ DISAPPROVED
☒ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

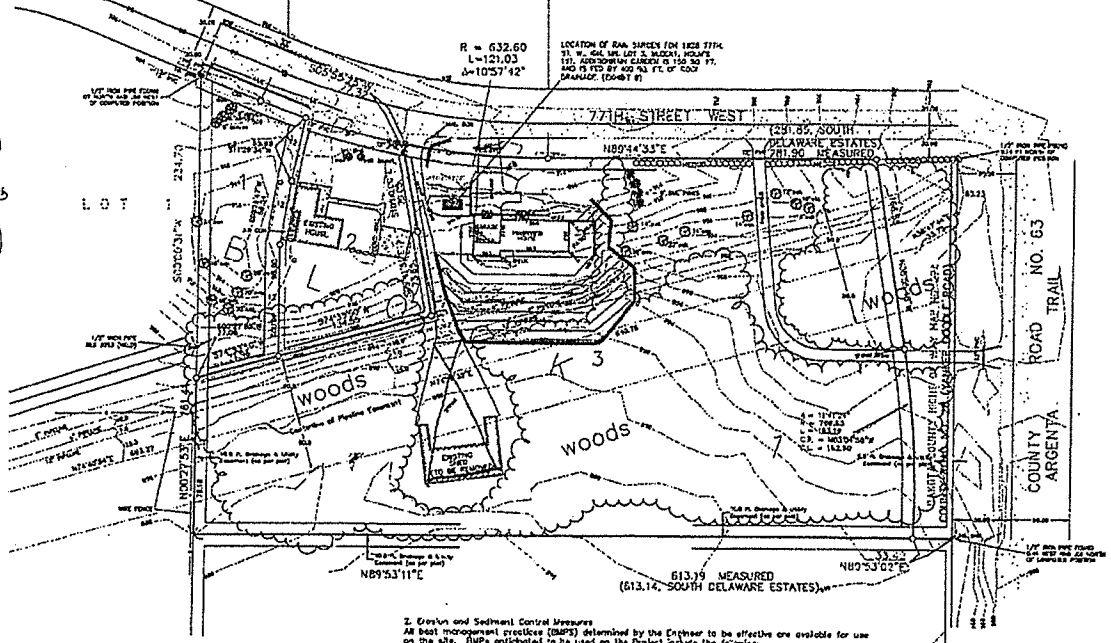
Date: 5/16/2014 By: Thomas J. Kelbach

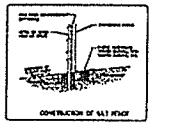
CERTIFICATE OF SURVEY

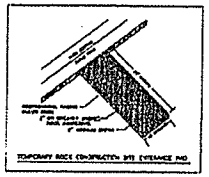
LAKE AND LAND SURVEYING, INC.
1200 Centre Pointe Curve, Suite 275
Mendota Heights, Minnesota 55120
Phone: 651-776-6211

Survey Made For:
Mr. Eric R. Holm
1049 77th Street West
Inver Grove Heights, Mn 55077
651-600-6826

Legal Description:
Lot 3, Block 1, HOLM'S FIRST ADDITION,
Dakota County, Minnesota.







LEGEND

- DENOTES MON/MONUMENT FOUND, SIZE & TYPE AS NOTED
- DENOTES 3/8 INCH BY 14 INCH REBAR SET & CAPPED RLS 23303.
- DENOTES PROPOSED CONTOUR
- DENOTES PROPOSED SPOT ELEVATION
- DENOTE EXISTING CONTOUR
- DENOTE EXISTING SPOT ELEVATION
- DENOTES SILT FENCE
- DENOTES UTILITY POLE.
- DENOTES FIRE HYDRANT.
- DENOTES SANITARY SEWER CLEAN-OUT.
- DENOTE WATER VALVE.
- DENOTES SANITARY MANHOLE.
- DENOTES SANITARY SEWER.
- DENOTES OVER-HEAD UTILITY WIRES.
- DENOTES UNDERGROUND GAS LINE.
- DENOTES UNDERGROUND UTILITY WIRES.
- DENOTES BITUMINOUS SURFACE.
- DENOTES CONCRETE SURFACE.
- DENOTES TREE LINE

EROSION CONTROL PLAN

1. Sequence of Erosion Control Construction Activities
a) Installation of silt fence prior to any construction activity.
b) Installation of rock construction entrance prior to any construction activity.
c) The site shall be re-vegetated within 48 hours of final grading.
d) Install landscaping as per landscape plan.

2. Erosion and Sediment Control Measures
All best management practices (BMPS) determined by the Engineer to be effective are available for use on the site. BMPs anticipated to be used on the Project include the following.
- Silt Fence
- Rock Construction Entrance
- Concrete Washing/Washout Basins
- Final Landscaping with Seed, Fertilizer, Topsoil or Sod
- Street Sweeping

3. Inspection and Maintenance
The Contractor is responsible for providing, maintaining and removing all Erosion Control BMPs, as set forth above, which includes all materials, equipment and labor.
Owner is responsible for having the Contractor install, maintain and remove the BMPs as set forth above.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

I hereby that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Minnesota.

April 22, 2014
Anthony L. Perry
Minnesota Land Surveyor & Registered Engineer
Minnesota Registration No. 16142

APPENDIX 2
IMPROVEMENTS

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

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage,and sediment & erosion control
X	Prior to Certificate of Occupancy	As-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 3, BLOCK 1, HOLM'S FIRST ADDITION
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 9th day of June, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Eric R. Holm and Jayne M. Holm, husband and wife (hereafter referred to as Landowner 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 **Landowner.** "Landowner" means Eric R. Holm and Jayne M. Holm, 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 Landowner Property:

Any existing or future raingardens and drainage swales lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain Certificate of Survey dated April 23, 2014 prepared by Lake and Land Surveying, Inc. as well as the raingarden area sketch attached hereto as **Exhibit B**. The Storm Water Facility Plan has been approved by the City Engineer and is on file with the City.

1.6 **Landowner Property.** "Landowner Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.7 **Responsible Owner.** "Responsible Owner" means, jointly and severally, all of the following:

> The fee title owner of the property legally described on Exhibit A attached hereto, 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 in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 **Custom Grading Agreement**. "Custom Grading Agreement" means that certain Agreement dated June 9, 2014, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Custom Grading Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner 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 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.

c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Prior to September 10, 2014, 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 Landowner Property.

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 Landowner's Property 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 Requirements attached hereto as **Exhibit C**;

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 plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner agrees to comply with the Operations & Maintenance Plan attached hereto as **Exhibit D.** The Operations & Maintenance Plan attached hereto as Exhibit D has been approved by the City. 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 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. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

g. 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.

In January 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 E**.

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 Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property 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 Landowner Property.

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 Landowner Property 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 Landowner Property. 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 Landowner Property. 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.

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 Landowner hereby grants to the City a right and license to access and enter the Landowner Property 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
ESCROW DEPOSIT

4.1 **Engineering Escrow Amount**. The Landowner shall deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

Subject to Section 4.2, upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

ARTICLE 5
CITY'S COVENANTS

5.1 **Approval of Development Plans.** The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6
MISCELLANEOUS

6.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property 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 Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 **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.

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

6.4 **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.

6.5 **Consent.** Landowner consents to the recording of this Agreement.

6.6 **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 Landowner:
Eric R. Holm and Jayne M. Holm
1946 77th Street West
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.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:

Eric R. Holm

Jayne M. Holm

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 9th day of May, 2014, by Eric R. Holm and Jayne M. Holm, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 3, Block 1, Holm's First Addition, Dakota County, Minnesota.

EXHIBIT B
STORM WATER FACILITY PLAN

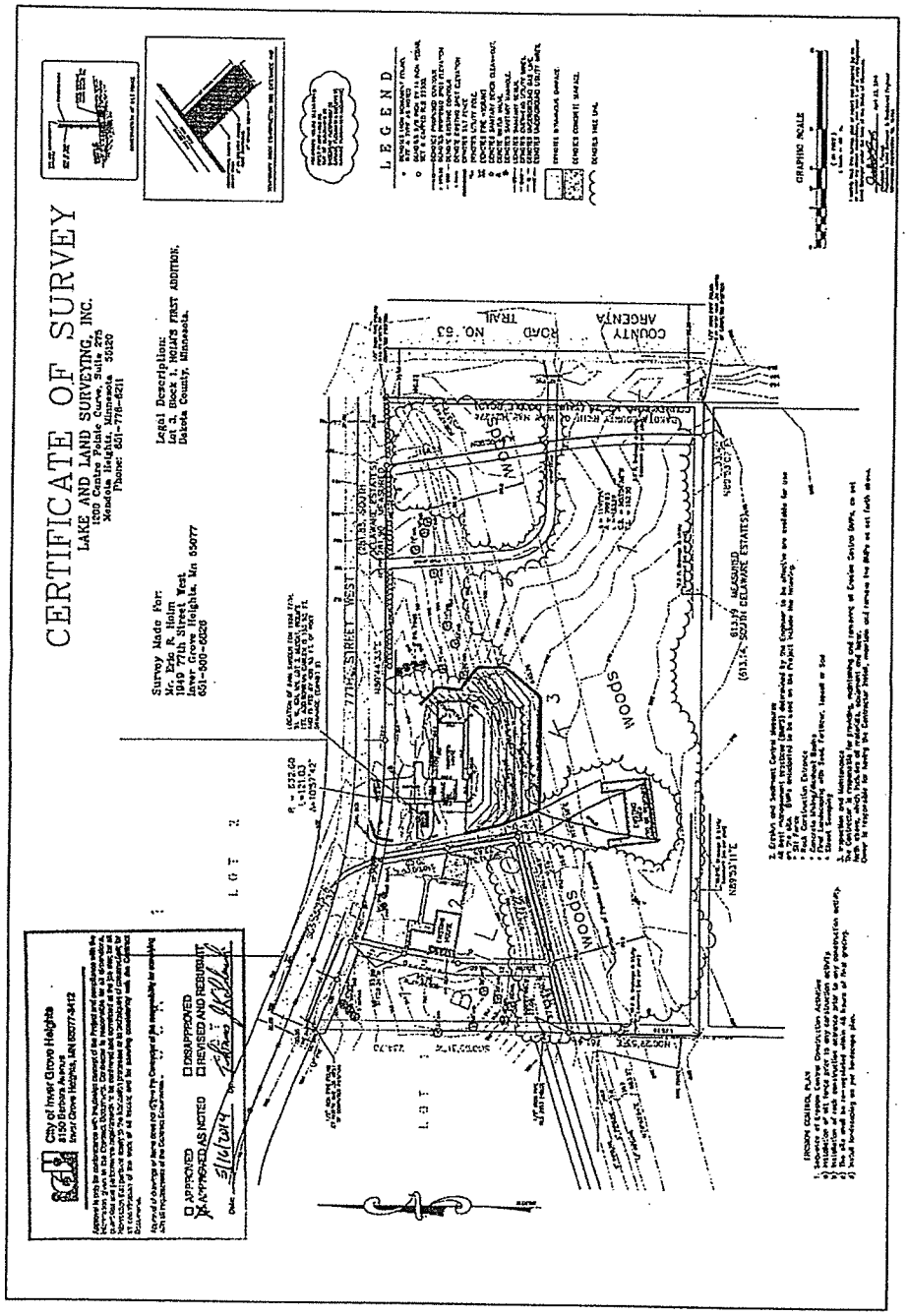
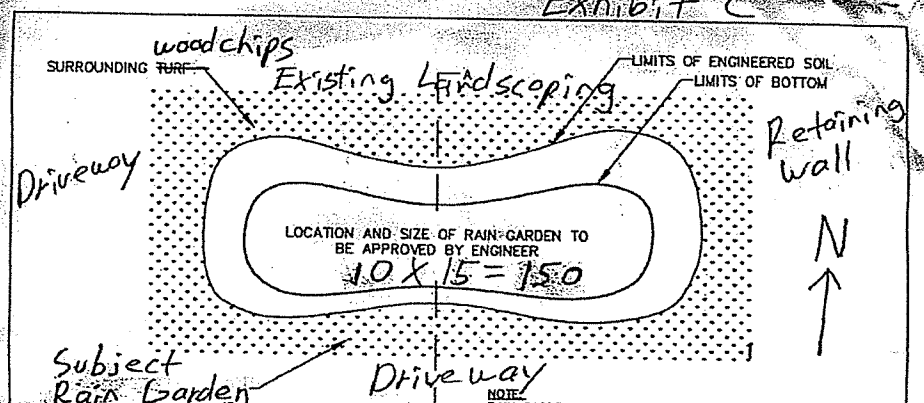


EXHIBIT C
RESIDENTIAL RAIN GARDEN REQUIREMENTS

Exhibit C



SUBSOIL TYPE	SUBSOIL TYPE	DEPTH	ENGR. SOIL MIX
A	SAND/GRAVEL	12"	1
B	SAND WITH CLAY OR SILT	9"	1
C	CLAY OR SILT WITH SAND	6"	1 OR 2
D	CLAYS OR SILTS	6"	2

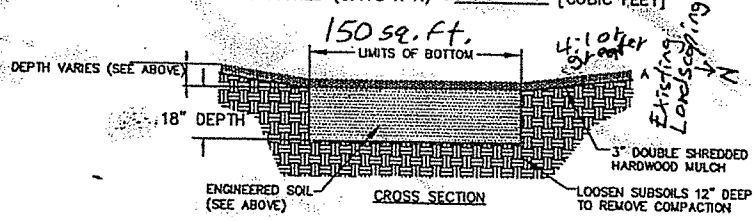
NOTE:
RAIN GARDEN PLANTINGS SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

ENGINEERED SOIL + Provided by Gertens 1, 2, 3. Below.
MIX 1: 70% COARSE-WASHED SAND (IMPORTED)
30% LEAF-LITTER COMPOST (ORGANIC, GRADE 2)
MIX 2: 70% EXISTING SOILS (WELL MIXED)
30% LEAF LITTER COMPOST (ORGANIC GRADE 2)

1. Compost-Aged + Screened.
2. Coarse washed Sand.
3. Plants, per attached.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = 150 [SQUARE FEET]

VOLUME OF STORM WATER TO BE STORED (0.475 X A) = 71.25 [CUBIC FEET]



NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.

Subject Location

Exhibit D

Sunny Gardens — Subject Rain Garden

Plants provided by Gertens.

Assortment to be choosen to fill 150 sq. ft. per Gertens.

Sunny Gardens.

Wet Zone:	
'Isanti' dogwood	*Cornus sericea 'Isanti'*
'Baileys Compact' cranberry	*Viburnum trilobum 'Baileys Compact'*
Swamp milkweed	*Asclepias incarnata*
New England aster	*Aster novae-angliae*
Purple coneflower	*Echinacea purpurea*
Joy Pyeweed	*Eupatorium maculatum*
Ox-eye sunflower	*Heliopsis helianthoides*
Blue flag	*Iris versicolor (Blue flag)*
Great blue lobelia	*Lobelia siphilitica*
Culver's root	*Veronicastrum virginicum*
Upland Zone:	
Hydrangea 'Annabelle'	*Hydrangea arborescens 'Annabelle'*
Spirea 'Anthony Waterer'	*Spirea x bumalda 'Anthony Waterer'*
Yarrow 'Moonshine'	*Achillea filipendula 'Moonshine'*
Yarrow	*Achillea millifolium*
Yarrow 'Fire King'	*Achillea millefolium 'Fire King'*
Butterfly weed	*Asclepias tuberosa*
Coreopsis 'Moonbeam'	*Coreopsis 'Moonbeam'*
Purple coneflower	*Echinacea purpurea*
Purple coneflower 'White Swan'	*Echinacea 'White Swan'*
Geranium 'Johnson's Blue'	*Geranium x 'Johnson's Blue'*
Oxeye sunflower	*Heliopsis helianthoides*
Daylily 'Catherine Woodbury'	*Hemerocallis 'Catherine Woodbury' (pink)*
Daylily 'Gentle Shepard'	*Hemerocallis 'Gentle Shepard' (white)*
Daylily 'Happy Returns'	*Hemerocallis 'Happy Returns' (yellow)*
Daylily 'Hearts Afire'	*Hemerocallis 'Hearts Afire' (red)*
Daylily 'Little Grapette'	*Hemerocallis 'Little Grapette' (purple)*
Daylily 'Stella d'Oro'	*Hemerocallis 'Stella d'Oro' (gold)*
Blazing star 'Kobold'	*Liatris spicata 'Kobold'*
Beebalm 'Blue Stocking'	*Monarda didyma 'Blue Stocking'*
Blackeyed Susan 'Goldstrum'	*Rudbeckia 'Goldstrum'*
Salvia 'May Night'	*Salvia 'May Night'*
Little bluestem	*Schizachyrium scoparium*
Sedum 'Autumn Joy'	*Sedum 'Autumn Joy'*
Sedum 'Vera Jameson'	*Sedum 'Vera Jameson'*
Lamb's ear	*Stachy's lantana*

EXHIBIT D
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 January 1st 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 E
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y N				
STRUCTURES IN ESMT.	Y N	DESCRIPTION			
TREES IN ESMT.	Y N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	ACCEPTABLE	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					
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y N	COMMENTS:			
COLOR	Y N	COMMENTS:			
FLOATABLES IN DICHARGES	Y N	COMMENTS:			
STAINS/DEPOSITS IN STRUCT.	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

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Agreement to Memorialize the Current Status of the Irrigation Facility Plan as Referenced in Storm Water Irrigation Maintenance Agreement for Plat of Argenta Hills 8th Addition

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A

PURPOSE/ACTION REQUESTED

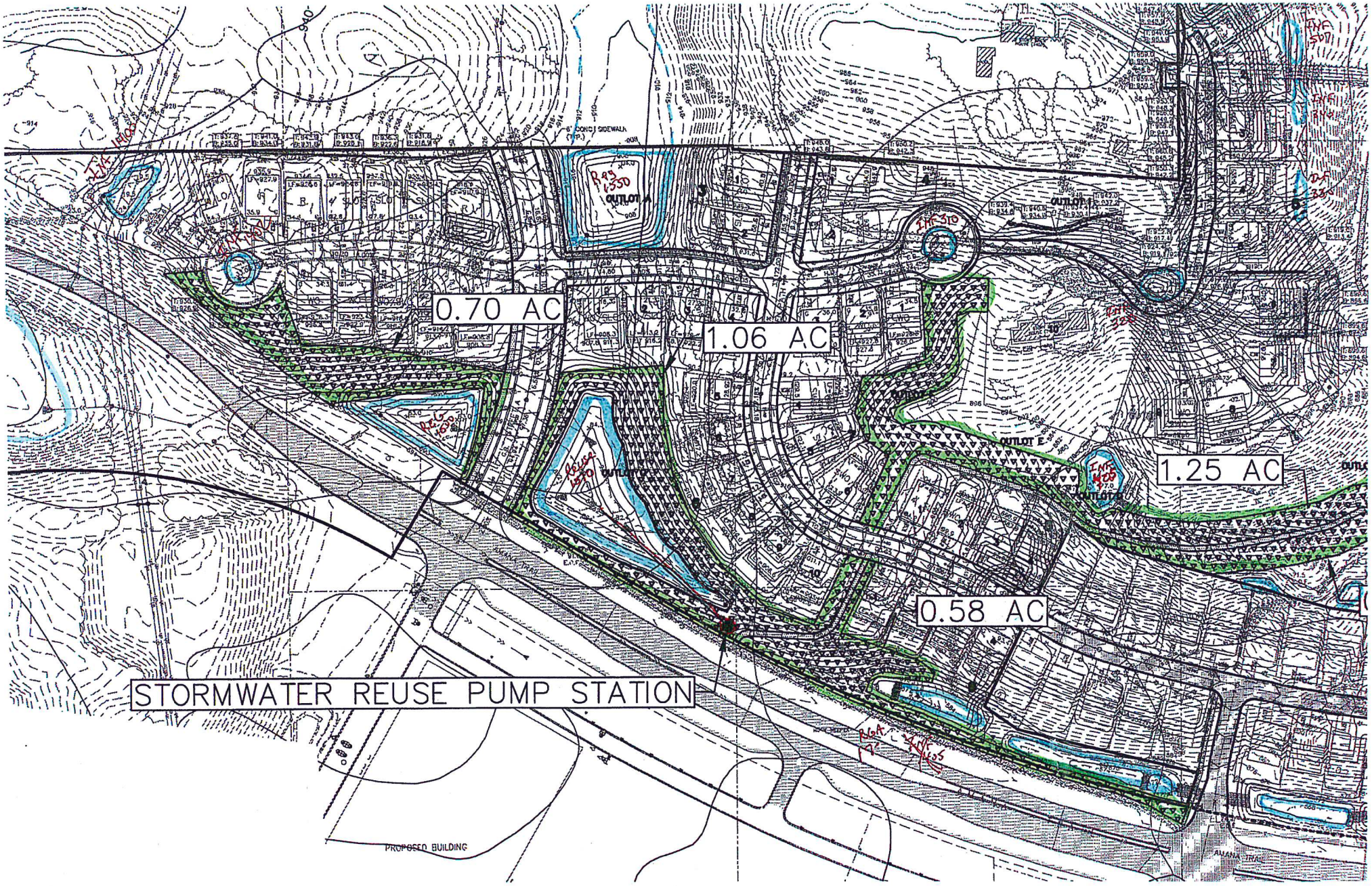
On September 23, 2013 the City Council approved the final plat of Argenta Hills 8th Addition and the development documents associated with the plat. This includes a storm water reuse plan (see attached copy) that is intended to remove stormwater from a basin east of Alverno Avenue at Amana Trail. This stormwater would be distributed on green spaces throughout the Argenta Hills Development. The construction plans were to be prepared by the developer and approved by the City.

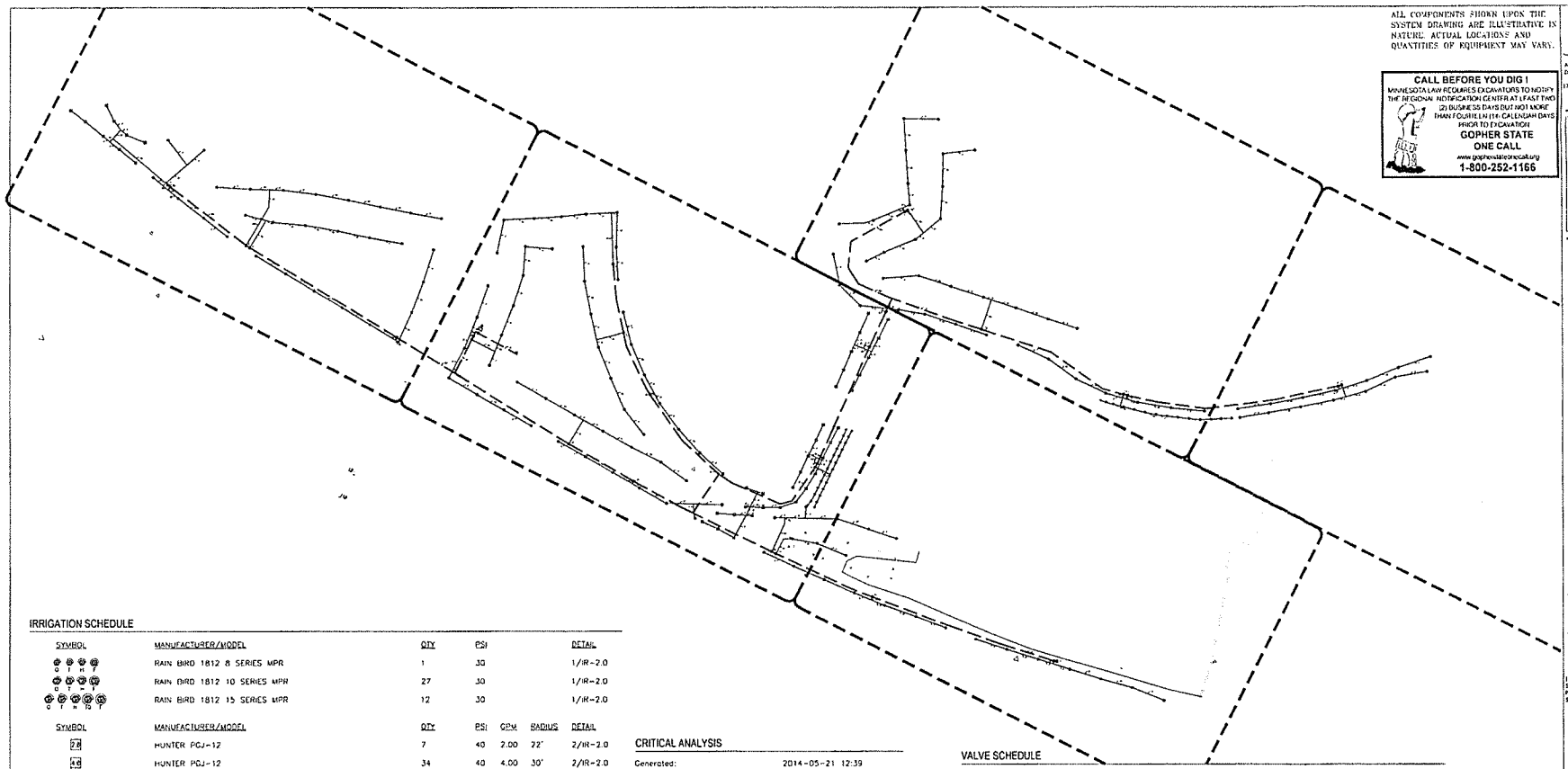
Tradition Development hired Water in Motion to design this system which includes pumps, controls, piping and sprinkler heads and appurtenances (see attached plan). These plans have been approved by the City Engineer for the storm water use system. The City Attorney has prepared a maintenance agreement for these facilities. The developer and homeowners association will be responsible for operating and maintaining the irrigation facilities outlined in the attached documents.

It is recommended that the City Council adopt a resolution approving the plans and Agreement Memorializing the Current Status of Irrigation Facility Plan as referenced in the Stormwater Irrigation Maintenance Agreement for the plat of Argents Hills 8th Addition. This sets the standards for the construction, maintenance and operation of this private facility.

TJK/kf

cc: Original stormwater reuse plan
Final construction plans
Agreement


0.70 AC
1.06 AC
1.25 AC
0.58 AC
STORMWATER REUSE PUMP STATION
OUTLOT A
OUTLOT B
OUTLOT C
OUTLOT D
OUTLOT E
PROPOSED BUILDING



ALL COMPONENTS SHOWN UPON THE SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY.

CALL BEFORE YOU DIG !
MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION
GOPHER STATE ONE CALL
www.gopherstateonecall.org
1-800-252-1166

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	PSI			DETAIL
O H F	RAIN BIRD 1812 8 SERIES MPR	1	30			1/IR-2.0
O T F	RAIN BIRD 1812 10 SERIES MPR	27	30			1/IR-2.0
O T H F	RAIN BIRD 1812 15 SERIES MPR	12	30			1/IR-2.0

SYMBOL	MANUFACTURER/MODEL	QTY	PSI	GPM	RADIUS	DETAIL
7H	HUNTER PGJ-12	7	40	2.00	22'	2/IR-2.0
4H	HUNTER PGJ-12	34	40	4.00	30'	2/IR-2.0
6F	RAIN BIRD 5012-PC, FC	2	65	4.83	37'	3/IR-2.0
5F	RAIN BIRD 5012-PC, FC	27	65	9.63	45'	3/IR-2.0
8A	RAIN BIRD 5512	8	60	6.00	42'	4/IR-2.0
8AA	RAIN BIRD 5512	1	60	8.20	45'	4/IR-2.0
12	RAIN BIRD 5512	111	60	12.3	45'	4/IR-2.0

SYMBOL	MANUFACTURER/MODEL	QTY		DETAIL
	RAIN BIRD PESBR-PRS-D	27		5/IR-2.0
	RAIN BIRD 5-RC	2		
	NIBCO T-113	4		
C	RAIN BIRD ESPBLXME-LXMMPED WITH (DB) ESPLXMSM4	1		6/IR-2.0
H	RAIN BIRD WR2-RFC	1		7/IR-2.0
P	WATERTRONICS BLACKMAX 10HP VFD PUMP STATION	1		1/IR-2.1
POC	OUTLOT G STORMWATER POND	1		
	IRRIGATION LATERAL LINE: POLYETHYLENE AND PVC CLASS 200	7,638 L.F.		
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	3,126 L.F.		
	PIPE SLEEVE: PVC SCHEDULE 40	170.7 L.F.		

CRITICAL ANALYSIS

Generated:	2014-05-21 12:39
P.O.C. NUMBER:01	
Water Source Information:	Outlot G Stormwater Pond
FLOW AVAILABLE	
Custom Max Flow:	90.00 gpm
Flow Available:	90.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	0.00 psi
Booster Pump pressure provided:	100.00 psi
Pressure Available:	100.00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	89.70 gpm
Flow Available at POC:	90.00 gpm
Residual Flow Available:	0.30 gpm
Critical Station:	6
Design Pressure:	65.00 psi
Loss Elev. high head to valve:	6.93 psi
Pipe Loss Critical Head:	2.13 psi
Loss Fitting Factor:	0.21 psi
Loss through Valve:	3.58 psi
Pressure Req. at Critical Station:	77.84 psi
Loss for Fittings:	0.38 psi
Loss for Main Line:	3.75 psi
Loss for POC to Valve Elevation:	11.26 psi
Loss for Backflow:	0.00 psi
Critical Station Pressure at POC:	93.23 psi
Pressure Available:	100.00 psi
Residual Pressure Available:	6.77 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	WIRE	PSI	PSI @ POC	GPM	PRECIP
1	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	16.9	67.10	67.50	79.80	1.13 in/h
2	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	21.8	66.90	67.27	73.80	0.74 in/h
3	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	163.2	76.80	79.83	81.87	1.01 in/h
4	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	394.7	83.62	90.99	57.78	0.56 in/h
5	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	400.4	81.31	90.30	72.24	0.97 in/h
6	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	528.4	77.85	93.23	57.78	1.16 in/h
7	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	533.4	51.64	64.38	32.00	1.02 in/h
8	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	251.8	67.24	69.24	86.10	0.72 in/h
9	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	352.9	66.82	69.14	79.80	1.32 in/h
10	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	561.6	73.77	75.68	57.40	1.32 in/h
11	RAIN BIRD PESBR-PRS-D	1-1/2"	TURF ROTOR	567.7	64.90	65.75	36.90	0.86 in/h
12	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	710.3	67.02	72.04	86.10	1.38 in/h
13	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	969.1	67.01	73.73	86.10	1.39 in/h
14	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	649.1	69.38	79.20	86.10	1.21 in/h
15	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	739.6	66.96	79.10	86.10	0.66 in/h
16	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	832.6	71.35	85.80	85.80	1.23 in/h
17	RAIN BIRD PESBR-PRS-D	1"	TURF SPRAY	669.6	33.34	37.96	18.94	1.46 in/h
18	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	675.0	50.13	58.84	82.00	1.14 in/h
19	RAIN BIRD PESBR-PRS-D	1-1/2"	TURF ROTOR	846.4	48.52	55.81	36.90	1.04 in/h
20	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	899.0	66.88	79.21	86.10	1.28 in/h
21	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,112	73.58	92.94	73.50	1.12 in/h
22	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,116	68.00	88.62	79.80	1.27 in/h
23	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,046	68.51	80.86	79.80	1.09 in/h
24	RAIN BIRD PESBR-PRS-D	1-1/2"	TURF SPRAY	1,259	36.71	43.55	23.51	0.80 in/h
25	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,264	72.31	87.04	86.10	1.27 in/h
26	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,553	71.96	82.53	86.10	1.40 in/h
27	RAIN BIRD PESBR-PRS-D	2"	TURF ROTOR	1,558	72.85	83.46	86.10	1.44 in/h
	Common Wire			3,126				

0 70 140 200 feet
SCALE: 1" = 70'

NORTH

Water in Motion
Award Winning Professionals in Irrigation Design, Consulting & Water Management
175 James Ave N | Minneapolis, MN 55405
p 763.559.3203 | f 763.559.7779
www.waterinmotion.com

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ARGENTA HILLS - 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
CATY K. JOHNSON
CLIA, EPA WaterSense Partner

CHECKED BY
T.M. MALCOLY
CID, CIC, CLIA
EPA WaterSense Partner

I DECLARE THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

CID CIC CLIA WaterSense 2008

ISSUED RECORD

NO.	DESCRIPTION	DATE
1	DRAWN REVISIONS	5/21/14

ISSUE DATE
5-14-2014

PROJECT NUMBER
014-138-01

DRAWING SCALE
1" = 70'

SHEET NAME
IRRIGATION DESIGN

SHEET NUMBER
IR 1.0

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	PSI			DETAIL
	RAIN BIRD 1812 8 SERIES MPR	1	30			1/IR-2.0
	RAIN BIRD 1812 10 SERIES MPR	27	30			1/IR-2.0
	RAIN BIRD 1812 15 SERIES MPR	12	30			1/IR-2.0
SYMBOL	**MANUFACTURER/MODEL**	**QTY**	**PSI**	**GPM**	**RADIUS**	**DETAIL**
7.6	HUNTER PGJ-12	7	40	2.00	22'	2/IR-2.0
4.6	HUNTER PGJ-12	34	40	4.00	30'	2/IR-2.0
4.8	RAIN BIRD 5012-PC, FC	2	65	4.83	37'	3/IR-2.0
6.8	RAIN BIRD 5012-PC, FC	27	65	9.63	45'	3/IR-2.0
(10)	RAIN BIRD 5512	8	60	6.00	42'	4/IR-2.0
(9)	RAIN BIRD 5512	1	60	8.20	45'	4/IR-2.0
(12)	RAIN BIRD 5512	111	60	12.3	45'	4/IR-2.0
SYMBOL	**MANUFACTURER/MODEL**	**QTY**				**DETAIL**
	RAIN BIRD PESBR-PRS-D	27				5/IR-2.0
	RAIN BIRD 5-RC	2				
	NIDCO T-113	4				
C	RAIN BIRD ESPBLXME-LXMMPED WITH (06) ESPLXMSM4	1				6/IR-2.0
(N)	RAIN BIRD WR2-RFC	1				7/IR-2.0
(P)	WATERTRONICS BLACKMAX 10HP VFD PUMP STATION	1				1/IR-2.1
POC "1"	OUTLOT C STORMWATER POND	1				
	IRRIGATION LATERAL LINE: POLYETHYLENE AND PVC CLASS 200	7,638 L.F.				
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	3,126 L.F.				
	PIPE SLEEVE: PVC SCHEDULE 40	170.7 L.F.				

ALL COMPONENTS SHOWN UPON THIS SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY.

CALL BEFORE YOU DIG !
MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION
GOPHER STATE ONE CALL
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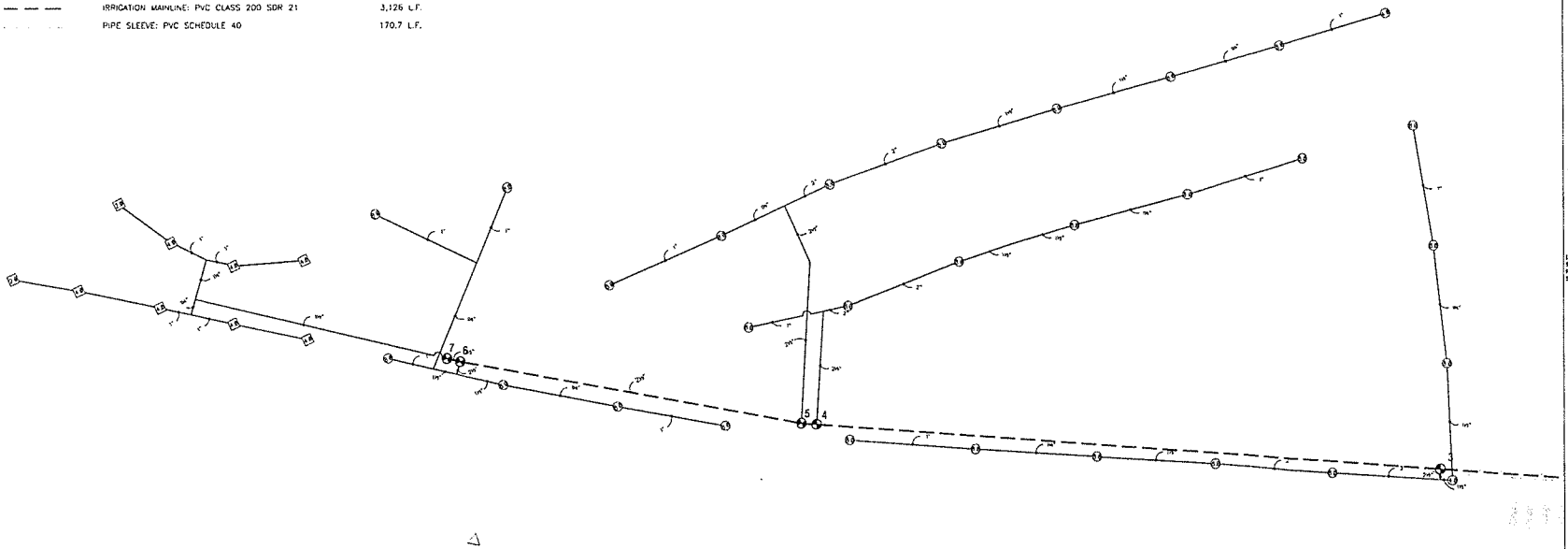
1-800-252-1166



0 20 40 60 feet
SCALE: 1" = 20'

NORTH

Water in Motion
Award Winning Professionals in Irrigation Design, Consulting & Water Management
175 James Ave N | Minneapolis, MN 55405
p 763.559.1250 | f 763.559.7779
www.waterinmotion.com

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ARGENTA HILLS - 8TH ADDITION
RIVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
GATY S. JOHNSON
CLIA, EPA WaterSense Partner

CHECKED BY
TIM MALOOLY
CID, CIC, CLIA
EPA WaterSense Partner

I DECLARE THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

ISSUED RECORD

NO.	DESCRIPTION	DATE
1	PRELIM REVISIONS	5-21-14

ISSUE DATE
5-14-2014

PROJECT NUMBER
D14-1159-01

DRAWING SCALE
1" = 20'

SHEET NAME
IRRIGATION PLAN

SHEET NUMBER
IR 1.2

ALL COMPONENTS SHOWN UPON THE SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY

CALL BEFORE YOU DIG !

MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION

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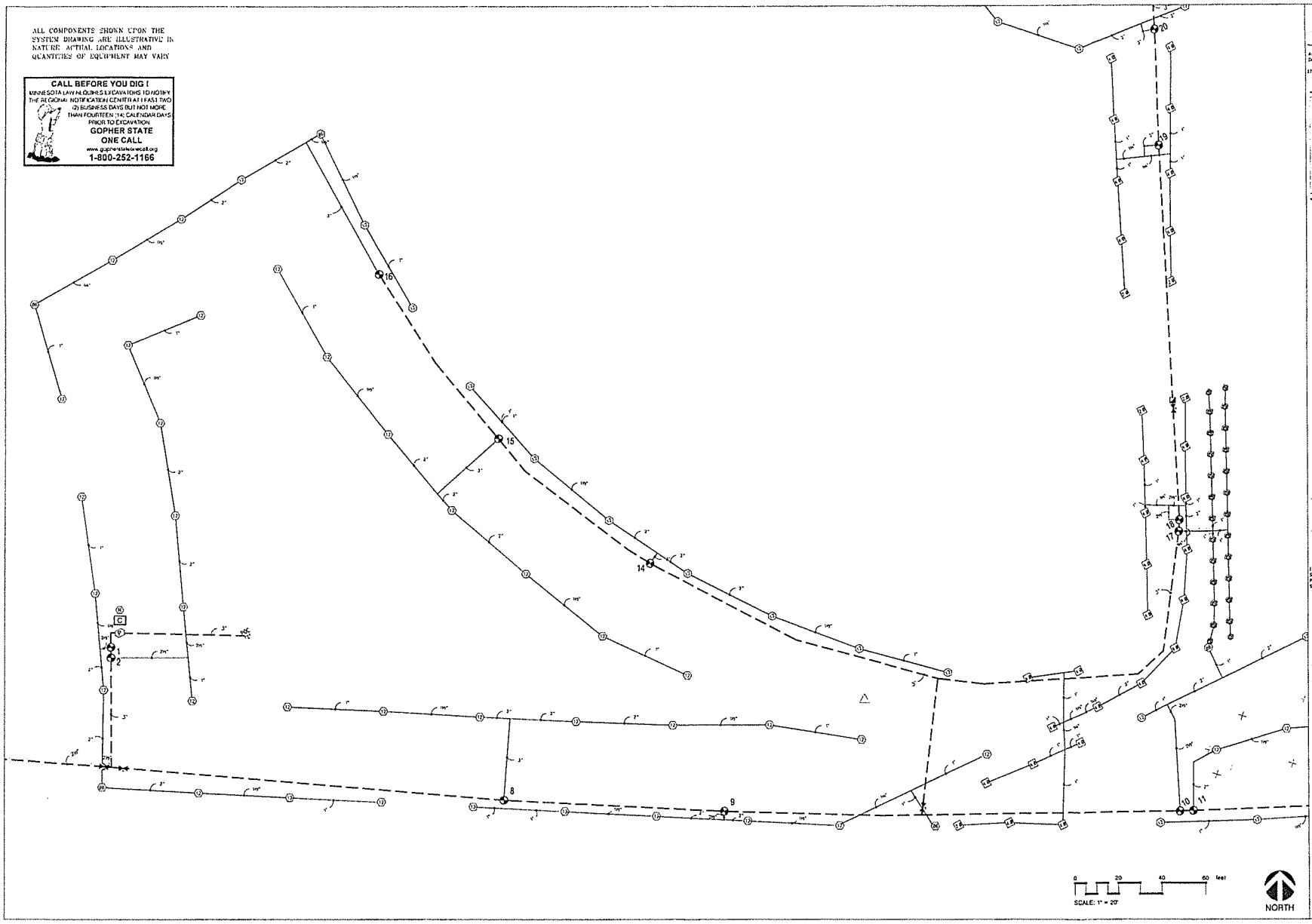

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ARGENTA HILLS - 8TH ADDITION

RIVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
GATY L. JOHNSON
CLIA, EPA WaterSense Partner

CHECKED BY
TIM VALOOLY
CID, CIC, CLIA
EPA WaterSense Partner

I DECLARE THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

MN CID · MN CIC · MN CLIA · WaterSense PARTNER

ISSUED RECORD

NO.	DESCRIPTION	DATE
1	PRELIMINARY REVIEW	5-21-14

ISSUE DATE
5/14/2014

PROJECT NUMBER
014-1158-01

DRAWING SCALE
1" = 20

SHEET NAME
IRRIGATION PLAN

SHEET NUMBER
IR 1.3

ALL COMPONENTS SHOWN UPON THE SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY.

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MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION

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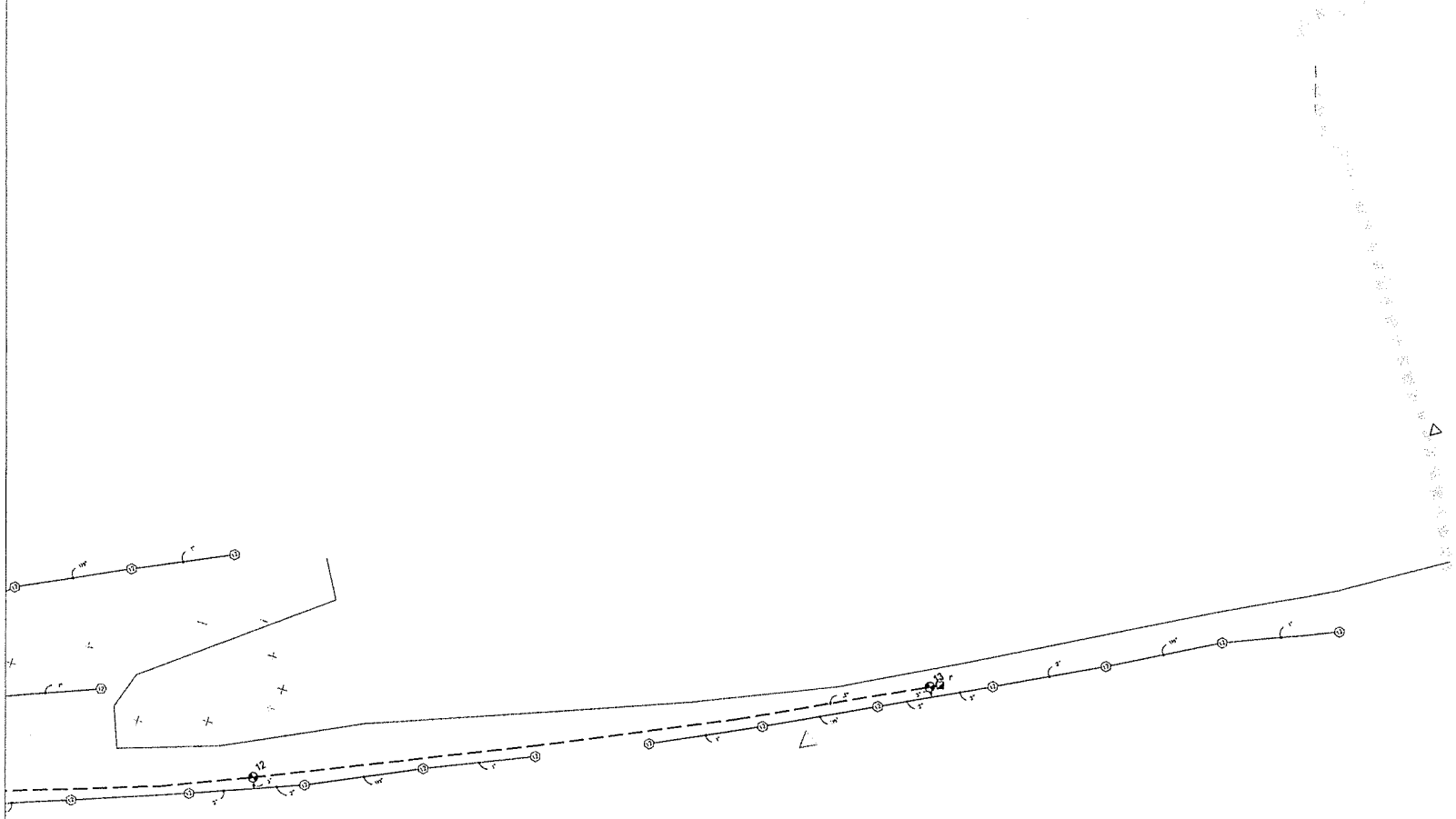

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ARGENTA HILLS - 8TH ADDITION

INVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
CATY K. JOHNSON
CLIA, EPA WaterSense Partner

CHECKED BY
TIM MALOOLY
CID, CIC, CLA
EPA WaterSense Partner

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ISSUED RECORD

NO	DESCRIPTION	DATE
	CITY REVIEW	5/2/14

ISSUE DATE
5/14/2014

PROJECT NUMBER
D14-139-01

DRAWING SCALE
1" = 20'

SHEET NAME
IRRIGATION PLAN

SHEET NUMBER
IR 1.4

ALL COMPONENTS SHOWN UPON THE SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY.

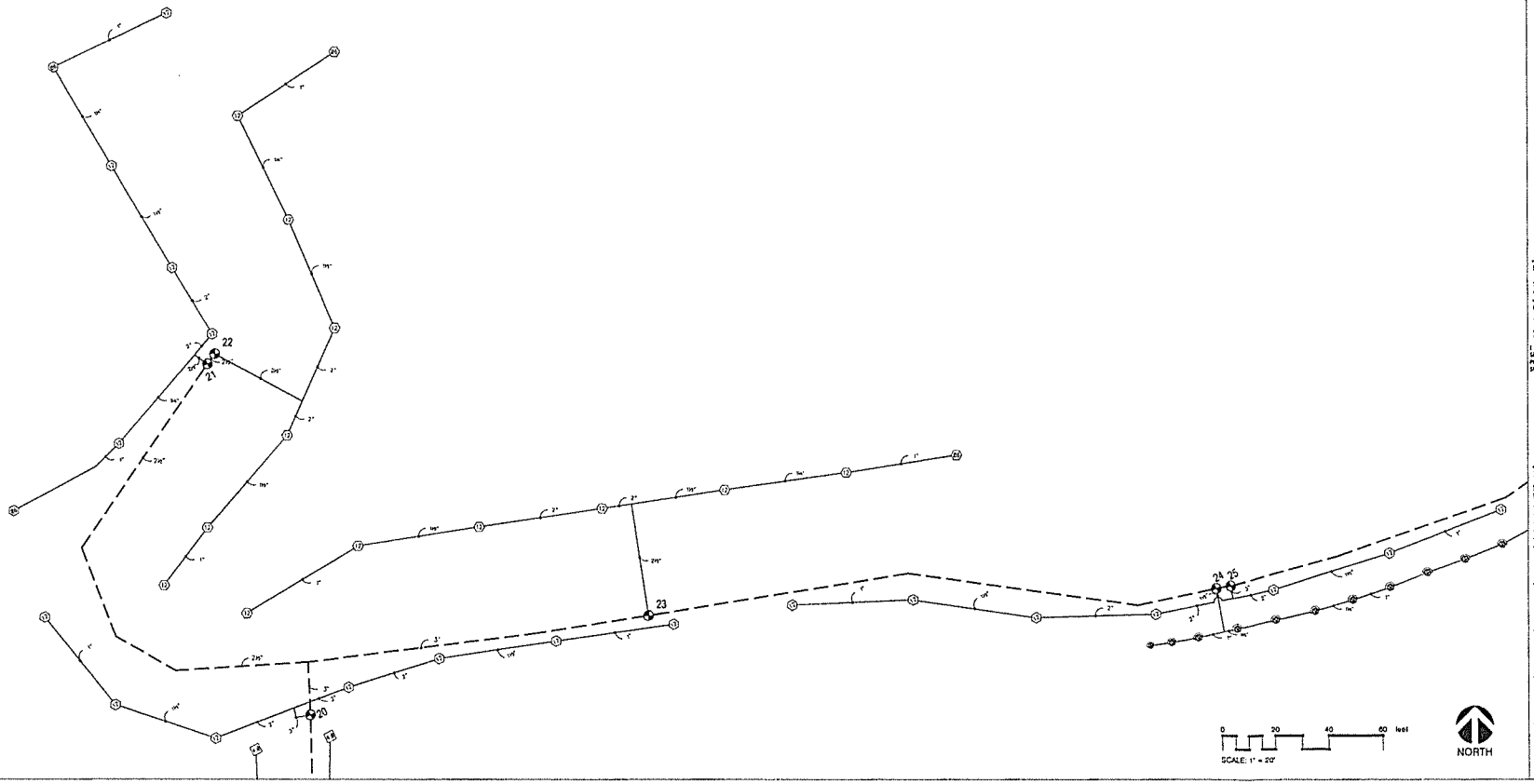
CALL BEFORE YOU DIG !

MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION.

GOPHER STATE ONE CALL

www.gopherstateonecall.org

1-800-252-1166



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ARGENTA HILLS - 8TH ADDITION

RIVER GROVE - EIGHTH, MINNESOTA

DRAWN BY
GARY S. JOHNSON
CLA, EPA WaterSense Partner

CHECKED BY
TIM MALCOLY
CID, CIC, CLA
EPA WaterSense Partner

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ISSUED RECORD

NO.	DESCRIPTION	DATE
	BOARD REVISIONS	5/20/14

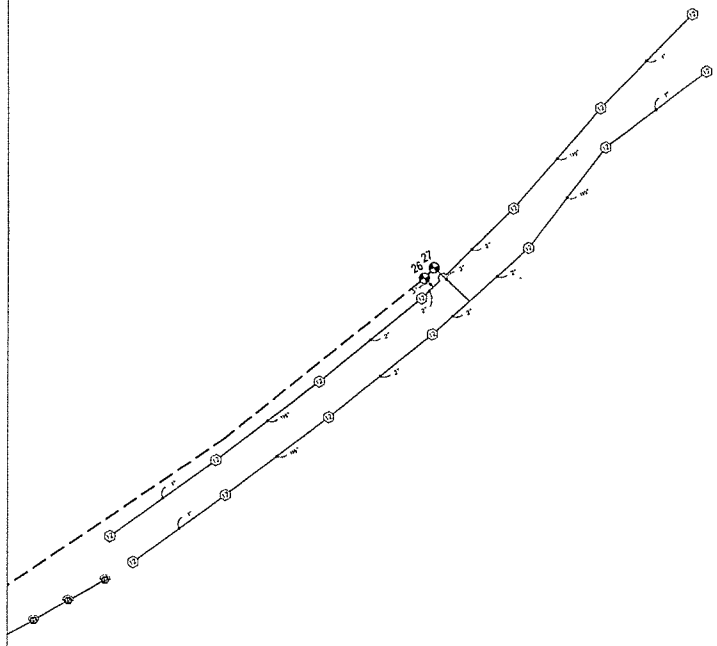
ISSUE DATE
5/14/2014

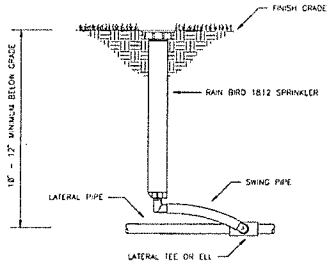
PROJECT NUMBER
D14-1159-01

DRAWING SCALE
1" = 20'

SHEET NAME
IRRIGATION PLAN

SHEET NUMBER
IR 1.5

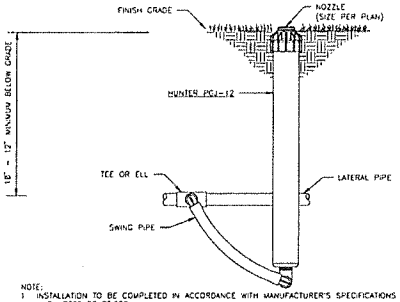

26
27
3"
3"
3"



NOTE:
1. SUGGESTED INSTALLATION BY WATER IN MOTION, INC.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
3. SPRINKLER SHALL OPERATE AS CLOSE TO MANUFACTURER OPTIMUM PRESSURE RATING OF 30 psi.
4. DO NOT MOUNT SPRINKLER DIRECTLY NEXT TO HARDSCAPES OR FENCES. PLACE 2' - 4' AWAY TO ALLOW FOR MAINTENANCE.
5. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

1 RAIN BIRD 1800 SPRAY SPRINKLER - 12" POP-UP

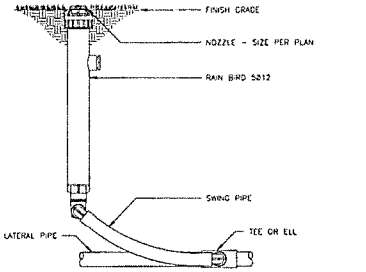
3" = 1'-0" P-DE-ARG-35



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SPRINKLER SHALL OPERATE CLOSE TO DESIGNER SPECIFIED PRESSURE RATING (SEE IRRIGATION SCHEDULE).
3. DO NOT MOUNT SPRINKLER DIRECTLY NEXT TO HARDSCAPES OR FENCES. PLACE 2' - 4' AWAY TO ALLOW FOR MAINTENANCE.
4. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

2 HUNTER PGJ SERIES ROTOR

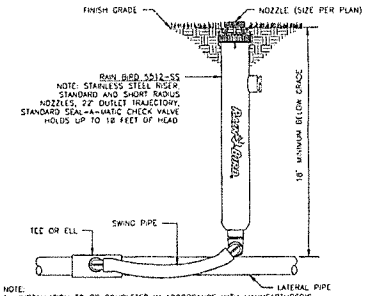
3" = 1'-0" P-DE-ARG-48



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SPRINKLER SHALL OPERATE CLOSE TO DESIGNER SPECIFIED PRESSURE RATING (SEE IRRIGATION SCHEDULE).
3. DO NOT MOUNT SPRINKLER DIRECTLY NEXT TO HARDSCAPES OR FENCES. PLACE 2' - 4' AWAY TO ALLOW FOR MAINTENANCE.
4. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

3 RAIN BIRD 5012 SERIES ROTOR

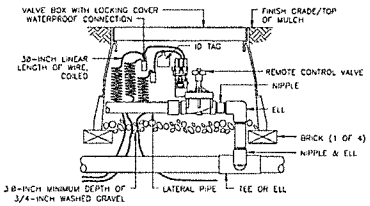
3" = 1'-0" P-DE-ARG-86



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SPRINKLER SHALL OPERATE CLOSE TO DESIGNER SPECIFIED PRESSURE RATING (SEE IRRIGATION SCHEDULE).
3. SPRINKLER HEADS ADJACENT TO HARDSCAPE PAVING SHALL BE SPACED 1'-3" AWAY FROM PAVING. SPRINKLERS ADJACENT TO WALLS, BUILDINGS, FENCES OR OTHER STRUCTURES SHALL BE SPACED AT MIN 6" AWAY FROM STRUCTURE.
4. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

4 RAIN BIRD 5512 SERIES ROTOR

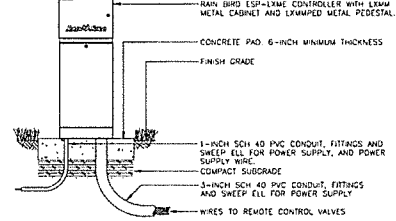
3" = 1'-0" P-DE-ARG-85



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SET VALVE BOXES AT FINAL GRADE OR HIGHER AS LANDSCAPE INDICATES SO THAT THEY ARE VISIBLE BUT NOT A HAZARD.
3. VALVE BOX BOTTOMS ARE TO BE SUPPORTED ON BRICKS OR SUITABLE HARD MATERIAL TO PREVENT BOXES FROM BEING PUSHED BELOW GRADE.
4. INSTALL CONTROLS VALVE IN PROPER IRRIGATION BOXES, AS PER INDUSTRY STANDARDS FOR EASE OF SERVICE AND MANUAL OPERATION. SEE IRRIGATION SPECIFICATION.
5. UTILIZE EXTENSION KITS AS REQUIRED.
6. ADD SIX-INCHES OF 3/4-INCH CRUSHED GRAVEL SUMP PER BOX.

5 RAIN BIRD PESB SERIES VALVE

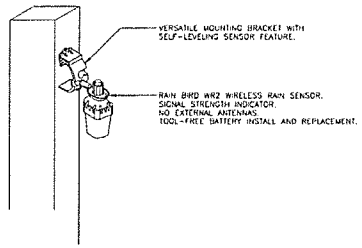
1 1/2" = 1'-0" P-DE-ARG-81



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND BEST PRACTICES.
2. ESP-LXME CONTROLLER IS AVAILABLE IN 8- OR 12-STATION BASE MODELS. ADDITIONAL MODULES IN 4-, 8- AND 12-STATION VERSIONS MAY BE ADDED TO BRING THE CONTROLLER UP TO 48 STATIONS MAXIMUM.
3. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
4. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

6 RAIN BIRD ESP-LXME CONTROLLER - PEDESTAL

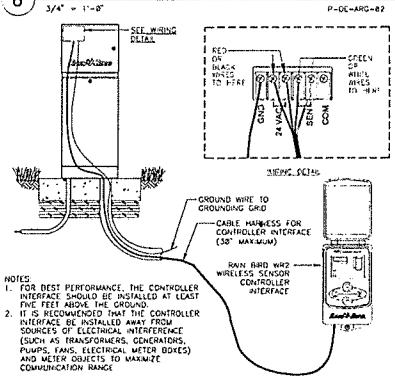
3/4" = 1'-0" P-DE-ARG-82



NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SENSOR MAY BE MOUNTED ON FENCE, FENCE POST OR ON GUTTER OF HOUSE.
3. SENSOR SHOULD NOT BE MOUNTED UNDER EAVES, IN AREAS AFFECTED BY SPRINKLER SYSTEM OR UNDER EAVE OF HOUSE.
4. INSTALL SENSOR IN A LOCATION WHERE IT CAN COLLECT NATURAL PRECIPITATION WITHOUT INTERFERENCE FROM MAN-MADE OR NATURAL OBSTRUCTIONS.

7 RAIN BIRD WR2-RFC SENSOR - POLE MOUNT

1 1/2" = 1'-0" P-DE-ARG-16



NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOXES) AND METER OBJECTS TO MAXIMIZE COMMUNICATION RANGE

8 RAIN BIRD WR2-RFC CONTROLLER INTERFACE

1" = 1" P-DE-ARG-22

WATERING SCHEDULE (1.5-INCHES PER WEEK)

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.13 in/h		27 min		27 min		27 min		1.50	80	6,384	2,128
2	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.74 in/h		41 min		41 min		41 min		1.50	122	9,004	3,001
3	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.01 in/h		30 min		30 min		30 min		1.50	90	7,368	2,456
4	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.56 in/h		54 min		54 min		54 min		1.50	161	9,303	3,101
5	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.97 in/h		31 min		31 min		31 min		1.50	93	6,718	2,239
6	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.16 in/h		26 min		26 min		26 min		1.50	78	4,507	1,502
7	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.02 in/h		30 min		30 min		30 min		1.50	89	2,848	949.3
8	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.72 in/h		42 min		42 min		42 min		1.50	126	10,849	3,616
9	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.32 in/h		23 min		23 min		23 min		1.50	69	5,506	1,835
10	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.32 in/h		23 min		23 min		23 min		1.50	69	3,961	1,320
11	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.86 in/h		35 min		35 min		35 min		1.50	105	3,875	1,292
12	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.38 in/h		22 min		22 min		22 min		1.50	66	5,683	1,894
13	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.39 in/h		22 min		22 min		22 min		1.50	65	5,597	1,866
14	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.21 in/h		25 min		25 min		25 min		1.50	75	6,458	2,153
15	RAIN BIRD PESBR-PRS-D	TURF ROTOR	0.66 in/h		46 min		46 min		46 min		1.50	137	11,796	3,932
16	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.23 in/h		25 min		25 min		25 min		1.50	74	6,349	2,116
17	RAIN BIRD PESBR-PRS-D	TURF SPRAY	1.46 in/h		21 min		21 min		21 min		1.50	62	1,174	391.4
18	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.14 in/h		27 min		27 min		27 min		1.50	79	6,478	2,159
19	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.04 in/h		29 min		29 min		29 min		1.50	87	3,210	1,070
20	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.28 in/h		24 min		24 min		24 min		1.50	71	6,113	2,038
21	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.12 in/h		27 min		27 min		27 min		1.50	81	5,954	1,985
22	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.27 in/h		24 min		24 min		24 min		1.50	71	5,666	1,889
23	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.09 in/h		28 min		28 min		28 min		1.50	83	6,623	2,208
24	RAIN BIRD PESBR-PRS-D	TURF SPRAY	0.80 in/h		38 min		38 min		38 min		1.50	113	2,657	885.5
25	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.27 in/h		24 min		24 min		24 min		1.50	71	6,113	2,038
26	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.40 in/h		22 min		22 min		22 min		1.50	65	5,597	1,866
27	RAIN BIRD PESBR-PRS-D	TURF ROTOR	1.44 in/h		21 min		21 min		21 min		1.50	63	5,424	1,808
		TOTALS:			787		787		787			2,345	161,212	53,737

STORMWATER REUSE OPERATION

STORMWATER REUSE SEASON SHALL BEGIN IN APRIL AND END IN OCTOBER (FREEZE-WEATHER DEPENDENT) OR, UP TO SEVEN MONTHS BUT, NOT LESS THAN FIVE MONTHS.

RAIN SENSOR OPERATION

RAIN SENSOR SHALL BE SET TO INTERRUPT IRRIGATION AT 1" RAIN EVENT AND FOR 48 HOURS FOLLOWING A RAIN EVENT OF 1" OR MORE.

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ARGENTA HILLS - 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
GARY S. JOHNSON
CLIA, EPA Accredited Partner

CHECKED BY
TIM MALCOLY
CID, CIC, CLA
EPA Accredited Partner

I DECLARE THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

CID CIC CLA WaterSense Partner

ISSUED RECORD

NO.	DESCRIPTION	DATE
	PRELIMINARY HOLDS	5/21/14

ISSUE DATE
5/14/2014

PROJECT NUMBER
D 4-39-01

DRAWING SCALE
NA

SHEET NAME
IRRIGATION DETAILS

SHEET NUMBER
IR 2.0

PROJECT DESCRIPTION

LANDSCAPE IRRIGATION AS A STORMWATER MANAGEMENT TOOL.

1. THE PROJECT WILL BE DESIGNED AND INSTALLED ON LANDSCAPE IRRIGATION EQUIPMENT TO PERMANENTLY DISTRIBUTE STORMWATER ON-SITE DURING OR SHORTLY FOLLOWING QUALIFYING RAIN EVENTS.
2. THE STORMWATER DISTRIBUTION SYSTEM SHALL DRAW STORMWATER FROM THE PRACTICE FEED POINTS AT OR NEAR THE SOUTHEAST CORNER OF MAIN TRAIL AND RIVERVIEW AVENUE. THE CURRENTLY PROPOSED TOTAL AREA TO REMOVE ON-SITE STORMWATER DISTRIBUTION IS APPROXIMATELY 4 ACRES.
3. THE STORMWATER DISTRIBUTION SYSTEM IS DESIGNED EXCLUSIVELY TO MOVE STORMWATER ONTO THE NATURAL LANDSCAPE FOLLOWING A QUALIFYING RAIN EVENT. THE AREA TO RECEIVE STORMWATER IS COMPRISED COMMON AREA COMPRISED OF SAN MORAZ, NATURAL LANDSCAPE INCLUDING OUTLOT AREAS AND ALONG COMMUNITY WALKING TRAILS.
4. SITE ANALYSIS FURNISHED RECOMMENDS UP TO 18,924 GALLONS OF STORMWATER TREATMENT PER QUALIFYING RAIN EVENT. DISTRIBUTION OF STORMWATER OVER THE AREA MAY BE PROGRAMMED TO APPROACH 1.5" OF EQUIVALENT RAINFALL FOLLOWING SOME RAIN EVENTS.
5. OUTLOT G POND STORAGE VOLUME IS CURRENTLY CALCULATED TO BE 2.70 ACRE-FEET OR 879,846 GALLONS. NORMAL WATER LEVEL (NWL) OF OUTLOT G POND IS ASSUMED TO BE 883.0 AND NOT LESS THAN FOUR-FEET OF DEPTH. THE OVERFLOW WATER LEVEL IS PROPOSED TO BE 888.8. THE ADJUSTABLE LEVEL CONTROLS SHALL BE SET TO ENGAGE STORMWATER HARVEST AT LEVELS HIGHER THAN NWL AND STOP AT NWL. THE SYSTEM WATER SENSOR AND ASSOCIATED RAIN SENSOR SHALL BE SCHEDULED TO ENGAGE THE STORMWATER DISTRIBUTION SYSTEM WHEN CONDITIONS REQUIRE.
7. A DISTRIBUTION SCHEDULING METHOD CALLED "SYRINGE CYCLING" OR "CYCLE AND SOAK" SHALL BE PROGRAMMED BY THE INSTALLING CONTRACTOR.

CALL BEFORE YOU DIG!
MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION
GOPHER STATE ONE CALL
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MULTI-STRAND WIRE COLOR ROTATION				
ZONE/STATION				COLOR
1	12	23	34	BROWN
2	13	24		RED
3	14	25		ORANGE
4	15	26		YELLOW
5	16	27		GREEN
6	17	28		BLUE
7	18	29		PURPLE
8	19	30		GRAY
9	20	31		BLACK
10	21	32		TAN
11	22	33		PINK
COMMON WIRE				WHITE

OPERATION AND MAINTENANCE

A. SEASON OPERATION AND MAINTENANCE

1. SITE INSPECTION (WEEKLY CONDITIONS)
   1.1. TO LESS THAN WEEKLY AND AS OFTEN AS SITE CONDITIONS MANDATE BY GOVERNING AUTHORITY
   1.2. FROM VEHICLE PROPERLY VISUAL INSPECTION OF THE ENTIRE PROPERTY TO IDENTIFY:
      1.2.1. CONTRACTORS WORKING WITHIN IRRIGATED AREAS
      1.2.2. ANY LANDSCAPING OR CONSTRUCTION THAT MAY HAVE AFFECTED THE STORMWATER HARVEST/REUSE EQUIPMENT
      1.2.3. ANY AREAS THAT MAY REQUIRE IMMEDIATE ATTENTION (I.E. MAINLINE BREAKS, STATIONS NOT OPERATING, ETC)
      1.2.4. OWNER IDENTIFIED ITEMS OF INTEREST
2. INSPECT STORMWATER HARVEST/REUSE PONDS(S)
   2.1. INSPECT STORMWATER INLETS AND OUTLETS
      2.1.1. CLEAN AS NECESSARY
      2.1.2. RECORD AND REPORT DEGRADATION, TAKE ACTION AS NEEDED
   2.2. CHECK FOR SEDIMENT ACCUMULATION
      2.2.1. RECORD ACCUMULATION TOTALS AND TRANSFER TO RECORD DOCUMENTS
      2.2.2. SEDIMENT IN WASH SHALL BE REMOVED UPON REACHING ELEVATION 880 OR UPON SIGNIFICANT INTERFERENCE WITH SYSTEM OPERATION OR PERFORMANCE REQUIREMENTS
3. PERFORM STORMWATER HARVEST/REUSE PUMP STATION INSPECTION
   3.1. ASSURE PUMP STATION ELECTRICAL IS OPERATIONAL
   3.2. CHECK AND ASSURE OPERATION OF PUMP LEVEL CONTROLS
   3.3. INSPECT FOR EVIDENCE OF CLOGGING, REMEDY AS NEEDED
   3.4. RECORD WATER USE TOTALS AND TRANSFER TO RECORD DOCUMENTS
   3.5. TEST PUMP STATION OPERATION
      3.5.1. ADJUST SETTINGS AS NECESSARY
4. PERFORM REUSE-SYSTEM INSPECTION
   4.1. STATION-BY-STATION WALK-THROUGH, CHECK AND RECORD:
      4.1.1. PROPER EMISSION DEVICE OPERATION
      4.1.2. DAMAGED OR PLUGGED EMISSION DEVICES
      4.1.3. WASHOUTS OR PITCHED EMISSION DEVICES
      4.1.4. WET AREAS DUE TO LATERAL OR MAINLINE BREAKS
      4.1.5. PROBLEMS NOT RELATED TO IRRIGATION, BUT POSSIBLY AFFECTING OPERATION
5. PERFORM REPAIRS AS RECORDED FROM WALK-THROUGH
6. WASHES CONTROLLER PROGRAMS AND CONFIRMS OPERATION
   6.1. CHECK, ADJUST AND REPAIR RAIN SENSOR AS NECESSARY
   6.2. REVIEW ALL PROGRAMMING FOR PROJECT REQUIREMENTS
      6.2.1. START TIMES
      6.2.2. RUN TIMES
      6.2.3. PROGRAM DAYS
      6.2.4. DOCUMENT PROGRAMMING CHANGES, TRANSFER TO RECORD DOCUMENTS
   6.3. VERIFY SYSTEM IS SET TO OPERATE
   6.4. SECURE ENCLOSURES AND CABINETS TO PREVENT TAMPERING OR DAMAGE FROM WEATHER.
7. DOCUMENT SITE VISIT AND CONTACT HOA WITH CONCERNS RELATED TO STORMWATER HARVEST/REUSE SYSTEM

SPRING START UP

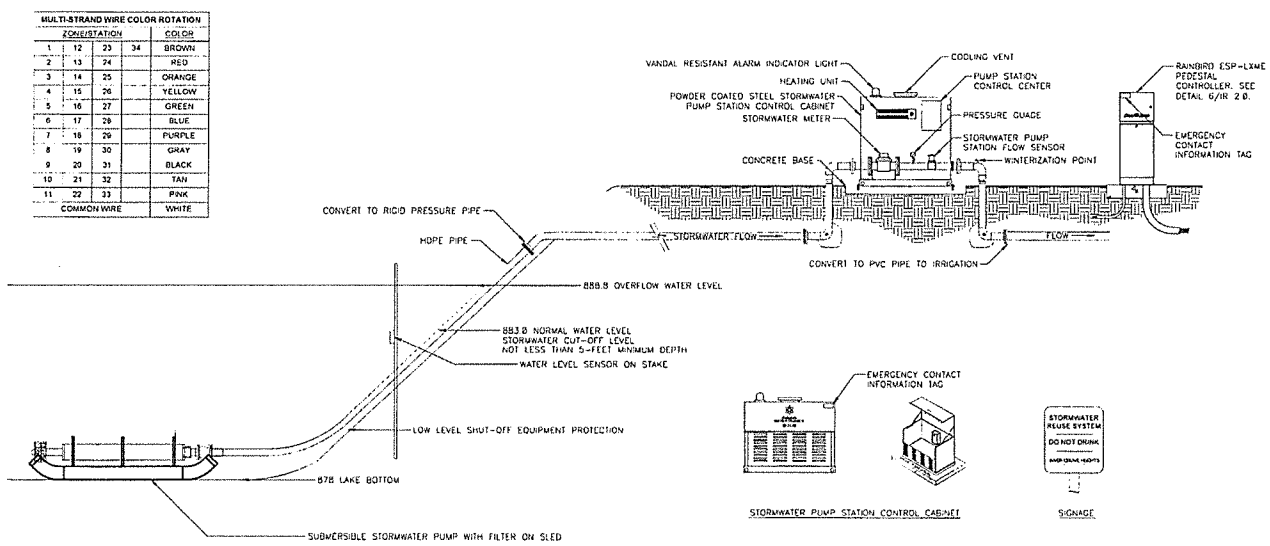
1. COMPLETE WITH HOA TO REPORT OF ANY CHANGES TO STORMWATER HARVEST/REUSE SYSTEM DEMAND OR REQUIREMENTS MANDATED BY GOVERNING AUTHORITY
2. PERFORM VISUAL SWEEP TOUR OF THE ENTIRE PROPERTY TO IDENTIFY:
   2.1. CONTRACTORS WORKING WITHIN IRRIGATED AREAS
   2.2. ANY LANDSCAPING OR CONSTRUCTION THAT MAY HAVE AFFECTED THE STORMWATER HARVEST/REUSE EQUIPMENT
   2.3. ANY AREAS THAT MAY REQUIRE IMMEDIATE ATTENTION (I.E. MAINLINE BREAKS, STATIONS NOT OPERATING, ETC)
   2.4. OWNER-IDENTIFIED ITEMS OF INTEREST
3. INSPECT STORMWATER HARVEST/REUSE PONDS(S)
   3.1. INSPECT STORMWATER INLETS AND OUTLETS
      3.1.1. CLEAN AS NECESSARY
      3.1.2. RECORD AND REPORT DEGRADATION, TAKE ACTION AS NEEDED
   3.2. CHECK FOR SEDIMENT ACCUMULATION
      3.2.1. RECORD ACCUMULATION TOTALS AND TRANSFER TO RECORD DOCUMENTS
      3.2.2. SEDIMENT IN WASH SHALL BE REMOVED UPON REACHING ELEVATION 880 OR UPON SIGNIFICANT INTERFERENCE WITH SYSTEM OPERATION OR PERFORMANCE REQUIREMENTS
4. TRANSPORT PUMP STATION SUBMERSIBLE ASSEMBLY FROM WARM STORAGE PLACE FOR DUTIES IN STORMWATER POND AND CONNECT TO PUMP STATION CONTROL CENTER
   4.1. ASSURE PUMP STATION ELECTRICAL IS OPERATIONAL
   4.2. CHECK AND ASSURE OPERATION OF PUMP LEVEL CONTROLS
   4.3. RECORD WATER USE TOTALS AND TRANSFER TO RECORD DOCUMENTS
   4.4. TEST PUMP STATION OPERATION
      4.4.1. ADJUST SETTINGS AS NECESSARY
5. COMPLETE ITEMS 4, 5, 6 & 7 FROM (SUMMER OPERATION AND MAINTENANCE TASK LIST ABOVE)

AUTUMN SHUTDOWN

1. PERFORM VISUAL SWEEP TOUR OF THE ENTIRE PROPERTY TO IDENTIFY:
   1.1. CONTRACTORS WORKING WITHIN IRRIGATED AREAS
   1.2. ANY LANDSCAPING OR CONSTRUCTION THAT MAY HAVE AFFECTED THE STORMWATER HARVEST/REUSE EQUIPMENT
   1.3. ANY AREAS THAT MAY REQUIRE IMMEDIATE ATTENTION (I.E. MAINLINE BREAKS, STATIONS NOT OPERATING, ETC)
   1.4. OWNER-IDENTIFIED ITEMS OF INTEREST
2. DISCONNECT PUMP STATION ELECTRICAL
3. RECORD WATER USE TOTALS AND TRANSFER TO RECORD DOCUMENTS
4. WINTERIZE PUMP STATION PER MANUFACTURER'S RECOMMENDATION
5. REMOVE PUMP STATION SUBMERSIBLE ASSEMBLY, SECURE POWER ELEMENTS AND TRANSPORT PUMP STATION SUBMERSIBLE ASSEMBLY TO WARM STORAGE
6. CONNECT STORMWATER HARVEST/REUSE DISTRIBUTION SYSTEM TO AN INDUSTRIAL AIR COMPRESSOR AND PERFORM SYSTEM WINTERIZATION ACTIVITY PER BEST PRACTICES AND REGIONAL REQUIREMENTS
7. INSPECT STORMWATER HARVEST/REUSE PONDS(S)
   7.1. INSPECT STORMWATER INLETS AND OUTLETS
      7.1.1. CLEAN AS NECESSARY
      7.1.2. RECORD AND REPORT DEGRADATION, TAKE ACTION AS NEEDED
   7.2. CHECK FOR SEDIMENT ACCUMULATION
      7.2.1. RECORD ACCUMULATION TOTALS AND TRANSFER TO RECORD DOCUMENTS
      7.2.2. SEDIMENT IN WASH SHALL BE REMOVED UPON REACHING ELEVATION 880 OR UPON SIGNIFICANT INTERFERENCE WITH SYSTEM OPERATION OR PERFORMANCE REQUIREMENTS
8. FURNISH YOUR CITY REPORTING INFORMATION AS REQUIRED BY HOA OR AS INDICATED BY GOVERNING AUTHORITY

GENERAL NOTES

1. THIS SYSTEM IS DESIGNED TO MEET SPECIFIC STATION CRITERIA PROVIDED BY THE CLIENT AND SHALL BE INSTALLED AS PER DESIGN AND REUSE WATER CODE.
2. BIDDING CONTRACTORS SHALL THOROUGHLY READ AND BECOME FAMILIAR WITH ALL FACETS OF THE PROPOSED STORMWATER HARVEST/REUSE SYSTEM, INCLUDING DESIGN, SPECIFICATIONS, INSTALLATION DETAILS, AND RELATED SOFTWARE.
3. COPIES LAWS OF IRRIGATION, EXISTING AND FUTURE LANDSCAPE PLAN OF IRRIGATION.
4. UNLESS OTHERWISE SPECIFIED, THE PLANS AND SPECIFICATIONS ARE INTENDED TO INCLUDE EVERYTHING OBVIOUSLY PECULIAR AND NECESSARY FOR THE PROPER INSTALLATION AND COMPLETION OF THE WORK WHETHER EACH INDESSARY ITEM IS MENTIONED HEREIN OR NOT.
5. THE PLANS AND SPECIFICATIONS ARE INTENDED TO BE COOPERATIVE AND ANY ITEM CALLED FOR IN ONE AND NOT THE OTHER SHALL BE AS BINDING AS IF CALLED FOR IN BOTH. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER AND/OR IRRIGATION CONSULTANT.
6. VALUE ENGINEERING OF THIS STORMWATER HARVEST/REUSE SYSTEM SHALL NOT BE ALLOWED.
7. SYSTEM IS DESIGNED TO OPERATE AT 90 GPM @ 100 PSI TO COMPLETE THE WATERING SCHEDULE WITHIN 12-HOURS MAXIMUM.
8. LOCATE ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO COMMENCING WORK. CALL BEFORE YOU DIG!!
9. NEW OR SUBSTANTIALLY CHANGED STATIONS OF STORMWATER HARVEST/REUSE SHALL BE APPROVED IN WRITING BY RESIDENT ENGINEER AND OR IRRIGATION CONSULTANT PRIOR TO INSTALLATION.
10. AVOID UNDERSPRAY ONTO ROADS AND SIDEWALKS.
11. CONTRACTOR SHALL FURNISH SLEEVE MATERIAL FOR INSTALLATION BY OTHERS UNDER THE ROADWAYS, WALKS AND DRIVEWAYS WHERE NECESSARY.
12. MAINLINE PIPING BENEATH TRAFFIC AREAS SHALL BE INSTALLED WITH A MINIMUM DEPTH COVER OF 36-INCHES FROM BOTTOM OF PIPE TO SUB-GRADE.
13. TOP OF MAINLINES SHALL BE AT LEAST 18-24-INCHES BELOW GRADE IN TURF AREAS.
14. TOP OF LATERAL LINES SHALL BE AT LEAST 12-15-INCHES BELOW GRADE.
15. IT MAY BECOME NECESSARY TO ADJUST MAINLINE, LATERAL LINE, SWINGPIPES AND SPRINKLER LOCATIONS DUE TO TREES, PLANTINGS, GRADE DIFFERENCES, OR OTHER LANDSCAPE CONDITIONS.
16. PROPERLY THRUST BLOCK ALL FITTINGS 2-INCH AND LARGER.
17. DO NOT TRENCH THROUGH THE ROOT ZONE OF NEW PLANTINGS.
18. PROVIDE A TWO-INCH SPACE (MINIMUM) BETWEEN THE TOP OF VALVE AND BOTTOM OF VALVE BOX COVER. PROVIDE GOOD SUPPORT OF VALVE BOX IN GROUND AND PLUMB POSITION TO GRADE. WOOD SUPPORTS ARE NOT ACCEPTABLE.
19. WATER SUPPLY, BACKFLOW PREVENTION ASSEMBLY AND PLUMBING AS PER LOCAL CODE.
20. FINAL LOCATION OF WATER SOURCE TO BE APPROVED BY RESIDENT ENGINEER AND IRRIGATION CONSULTANT.
21. CONTRACTOR IS RESPONSIBLE FOR WATER CONNECTION.
22. CONTRACTOR IS RESPONSIBLE FOR FURNISHING THE IRRIGATION PUMP STATION.
23. CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE IRRIGATION PUMP STATION.
24. IRRIGATION CONTROL WIRE SHALL BE FIVE (5) SINGLE STRAND UNSHIELDED WIRE, OR UNLESS FOR BUNDLE BURIAL IN A COIL ROTATION.
25. SWITCH SHALL SUPPLY ELECTRICAL POWER FOR CONTROLLER AND PUMP STATION OPERATION.
26. CONNECT IRRIGATION ELECTRICAL WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES, INCLUDING:
   26.1. ALL LOW VOLTAGE CONTROL WIRE SHALL BE INSTALLED WITH THE MAINLINE PIPE WHERE POSSIBLE. SHARE WIRE SIDE TO SIDE AT BOTTOM OF TRENCH BENEATH MAINLINE.
   26.2. PROVIDE 24-INCH LOOP OF CONTROL WIRE AT ALL CHANGES IN DIRECTION.
   26.3. PROVIDE 36-INCH OF SLACK WIRE AT EACH REMOTE CONTROL VALVE COILED IN 10-VALVE BOX.
   26.4. ALL WIRING BENEATH HARDSCAPES SHALL BE CONTAINED IN CONDUIT. SEPARATE FROM PIPING. ELECTRICAL SLEEVES ARE TO BE SIZED APPROPRIATELY FOR EASE OF INSTALLATION AND REPAIR.
   26.5. ALL LOW VOLTAGE WIRE SPLICES SHALL BE GREASE FILLED WATERTIGHT CONNECTORS CONTAINED IN VALVE BOX, SET TO GRADE AND SHALL NOT HAVE LESS THAN 24-INCH SLACK.
   26.6. ALL LOW VOLTAGE WIRE SHALL BE SLEEVED SEPARATE FROM MAINLINE.
   26.7. EACH VALVE MANIFOLD SHALL HAVE A SEPARATE SPARE CONTROL WIRE THAT RUNS FROM EACH VALVE BOX TO THE CONTROLLER (WITH MINIMAL WIRE SPLICES).
27. RAIN SENSOR SHALL BE INSTALLED, ONE PER CONTROLLER. IRRIGATION CONTRACTOR SHALL ASSURE RAIN SENSOR INSTALLATION OCCURS IN A CLEAR LOCATION WHERE RAIN FALL HITS THE DEVICE FROM ALL SIDES & IS NOT BLOCKED BY BUILDINGS, LANDSCAPE STRUCTURES OR PLANTS. PROGRAM FOR STORMWATER REUSE.
28. CONTRACTOR SHALL FURNISH AND INSTALL ALL ELECTRICAL EQUIPMENT FOR PUMP STATION.
29. CONTRACTOR SHALL FURNISH AND INSTALL ALL LINE VOLTAGE EQUIPMENT FOR IRRIGATION CONTROLLERS.
30. CONTRACTOR SHALL SCHEDULE AND PROGRAM CONTROLLER AND VALVES FOR STORMWATER REUSE.
31. CONTRACTOR SHALL MAKE PROVISION FOR NOT LESS THAN 2 HOURS OF TRAINING OF THE OWNER IN THE PROGRAMMING, OPERATION, ADJUSTMENT AND MAINTENANCE OF THE STORMWATER REUSE SYSTEM.
32. CONTRACTOR IS RESPONSIBLE FOR REPAIRING STREETS, SIDEWALKS AND DRIVEWAYS DURING AND UPON COMPLETION OF INSTALLATION.



1 SCHEMATIC WATER SOURCE DEPICTION
NTS

ALL COMPONENTS SHOWN UPON THE SYSTEM DRAWING ARE ILLUSTRATIVE IN NATURE. ACTUAL LOCATIONS AND QUANTITIES OF EQUIPMENT MAY VARY.

P-DE-ARG-18

Water in Motion
Award Winning Professionals in Irrigation Design, Consulting & Water Management
175 James Ave N | Minneapolis, MN 55405
p 763 559 3023 | f 763 559 7779
www.waterinmotion.com

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ARGENTA HILLS - 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

DRAWN BY
GARY K. JOHNSON
CLIA, CPA Water Service Partner

CHECKED BY
TIM MALOCLY
CID, C.C.I.A.
CPA Water Service Partner

I DECLARE THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

CID, CIC, CIA, WaterSense Irrigation Partner

ISSUED RECORD
NO. DESCRIPTION DATE
1 DESIGN REVIEW 3/20/14
2 REVISED INSTALLATION 5/9/14

ISSUE DATE
5/14/2014

PROJECT NUMBER
D14-39-01

DRAWING SCALE
NA

SHEET NAME
IRRIGATION DETAILS

SHEET NUMBER
IR 2.1

AGREEMENT MEMORIALIZING CURRENT STATUS OF IRRIGATION FACILITY PLAN AS REFERENCED IN STORM WATER IRRIGATION MAINTENANCE AGREEMENT FOR PLAT OF ARGENTA HILLS 8TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS AGREEMENT MEMORIALIZING CURRENT STATUS OF IRRIGATION FACILITY PLAN IN STORM WATER IRRIGATION MAINTENANCE AGREEMENT FOR PLAT OF ARGENTA HILLS 8TH ADDITION (Agreement) is made, entered into and effective this 9th day of June, 2014, by and among the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as City), **160 Investment, LLC**, a Minnesota limited liability company, (hereafter referred to as 160 Investment) and **Argenta Hills Single Family Association**, a Minnesota non-profit corporation (hereafter referred to as Association). 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 **160 Investment.** 160 Investment means 160 Investment, LLC, a Minnesota limited liability company and its successors and assigns.

1.4 **Association.** Association means Argenta Hills Single Family Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 **Storm Water Irrigation Facilities.** Storm Water Irrigation Facilities means each and all of the following, individually and collectively:

The water reuse system that will reuse storm water from the basin located in Outlot G, Argenta Hills 8th Addition and pump it into an irrigation system whereby water will be dispersed over Outlots C, D, E, F, G, H and I in Argenta Hills 8th Addition. Storm Water Irrigation Facilities, include, but are not limited to the irrigation pumps, irrigation pipes, valves, control units, meters, electrical connections and other appurtenances with regard to the irrigation system.

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

1.7 **Storm Water Irrigation Maintenance Agreement**. Storm Water Irrigation Maintenance Agreement means the Storm Water Irrigation Maintenance Agreement for Plat of Argenta Hills 8th Addition dated September 23, 2013 and recorded on December 27, 2013 as Dakota County Document No. 2992143.

ARTICLE 2
RECITALS

Recital No. 1. City owns Outlots D and G of Argenta Hills 8th Addition. 160 Investment, LLC owns Outlots C, E, F, H and I, Argenta Hills 8th Addition.

Recital No. 2. City, 160 Investment and Association entered into the Storm Water Irrigation Maintenance Agreement, which agreement sets forth the obligations and responsibilities for construction, maintenance, repair and replacement of the Storm Water Irrigation Facilities in accordance with the Irrigation Facility Plan.

Recital No. 3. The Storm Water Irrigation Facilities will be located on the Subject Land.

Recital No. 4. The Storm Water Irrigation Maintenance Agreement defines the Irrigation Facility Plan as:

> "Irrigation Facility Plan" means that certain Irrigation Facility Plan prepared by Pioneer Engineering and approved by the City Engineer. The Irrigation Facility Plan also includes all amendments to the plan approved by the City Engineer. The Irrigation Facility Plan will be on file with the City. The Irrigation Facility Plan also includes an Operations and Maintenance Plan. The Irrigation Facility Plan shall be consistent with the concept storm water reuse plan previously submitted by 160 Investment to the City.

Recital No. 5. The Irrigation Facility Plan defined in the Storm Water Irrigation Maintenance Agreement has been amended.

Recital No. 6. By this Agreement the parties seek to memorialize the Irrigation Facility Plan, as amended. The current Irrigation Facility Plan consists of the following:

> Irrigation plans prepared by Water In Motion, Inc. dated May 14, 2014, revised on May 21, 2014 and May 29, 2014 and approved by the City Engineer on May 30, 2014.
>
> The Irrigation Facility Plan also includes modifications of the above referenced plans as approved from time to time by the City Engineer.
>
> The Irrigation Facility Plan is on file with the City. The Irrigation Facility Plan also includes an Operations and Maintenance Plan.

Recital No. 7. Nothing contained in this Agreement lessens or reduces the obligations of 160 Investment or the Association under the Storm Water Irrigation Maintenance Agreement.

ARTICLE 3
AMENDMENT OF IRRIGATION FACILITY PLAN

3.1 Amendment of Irrigation Facility Plan. The parties acknowledge and agree that the current Irrigation Facility Plan, as amended, consists of the following:

> Irrigation plans prepared by Water In Motion, Inc. dated May 14, 2014, revised on May 21, 2014 and May 29, 2014 and approved by the City Engineer on May 30, 2014.
>
> The Irrigation Facility Plan also includes modifications of the above referenced plans as approved from time to time by the City Engineer.
>
> The Irrigation Facility Plan is on file with the City. The Irrigation Facility Plan also includes an Operations and Maintenance Plan.

3.2 Relationship to Storm Water Irrigation Maintenance Agreement. This Agreement does not lessen or reduce any responsibilities or obligations of 160 Investment or the Association under the Storm Water Irrigation Maintenance Agreement. This Agreement is supplemental to the Storm Water Irrigation Maintenance Agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land, and shall be binding upon the parties and the successors and assigns of the parties.

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

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

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

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

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

IN WITNESS WHEREOF, City, 160 Investment and the Association have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

160 INVESTMENT, LLC

_____

Robert H. Enebak
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Robert H. Enebak, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of 160 Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of 160 Investment, LLC by authority of the Boards of Governors of 160 Investment, LLC.

_____

Notary Public

ARGENTA HILLS SINGLE FAMILY ASSOCIATION

_____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the President of Argenta Hills Single Family Association, a Minnesota non-profit corporation, the non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of the non-profit corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

> Outlots C, D, E, F, G, H and I, Argenta Hills 8th Addition, according to the plat of record and on file in the Office of the Dakota County Recorder, Dakota County, Minnesota.

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Amendment to Improvement Agreement and Storm Water Facilities Maintenance Agreement with Flint Hills Resources Inc. for their North Office Facilities Building

Meeting Date:	June 9, 2014
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 SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve amendment to Improvement Agreement and Storm Water Facilities Maintenance Agreement with Flint Hills Resources Inc. for their North Office Facilities Building.

BACKGROUND

The City Council approved various plans and construction documents for the North Office Building (NOFB) for Flint Hills Resources (FHR) on October 14, 2013. This allowed FHR to initiate the building construction project in 2013.

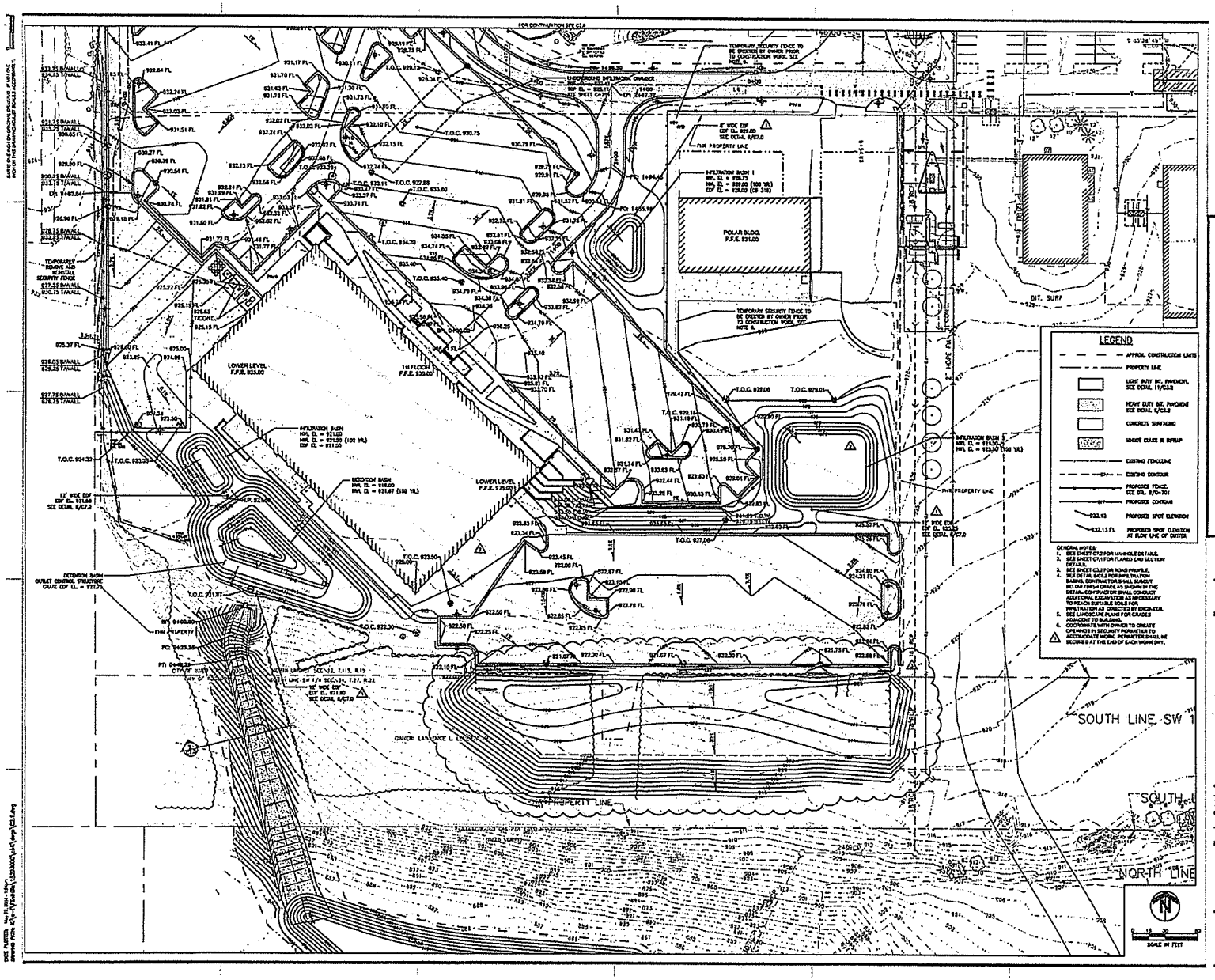
Construction, field observations and winter of 2013-2014 have resulted in several issues that FHR wants to resolve. They include: drainage issues from the roof of the NOFB, modification to various storm water facilities and poor soils under a parking lot on the south side of the building. One stormwater basin is being removed and its capacity is being added as an expansion of the east stormwater basin. Barr Engineering and the City of Rosemount have reviewed the plan changes. Copies of revised plan sheets C2.1, C5.1 are attached.

The City Attorney has prepared an amendment to the development agreement and stormwater facilities maintenance agreement to reflect these changes requested by FHR.

It is recommended that the City Council approve the revised plan sheets and amendment to the development agreement and storm water facility maintenance agreement as presented.

TJK/kf

Attachments: Revised plan sheets
Amendment to agreements



FLINT HILLS resources

Flint Hills Resources Pine Bend, LLC

NORTH FACILITY OFFICE BUILDING 111BD-91

3120 117TH STREET EAST

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-9412

Approval is only for conformance with the design concept of the Project and compliance with the Ordinance. Approval does not indicate approval of quantities and performance requirements to be confirmed and completed 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 conformity 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: 5/27/2014 By: [signature]

KEY PLAN

CONSTRUCTION DOCUMENTS

NO.	DATE	ISSUE RECORD
4	5/27/14	ISSUED FOR GRADING PERMIT OF PARKING LOT
3	3/28/14	ISSUED FOR INFIL. BASIN INCORPORATION
2	11/14/13	INFIL. FOR CONSTRUCTION
1	09/18/13	ADDITIONAL INFIL.
	07/17/13	90% CD'S

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: [signature]
PRINTED NAME: ROBERT A. PAUDOW
LIC. NO.: 37063 DATE: 5/27/14

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

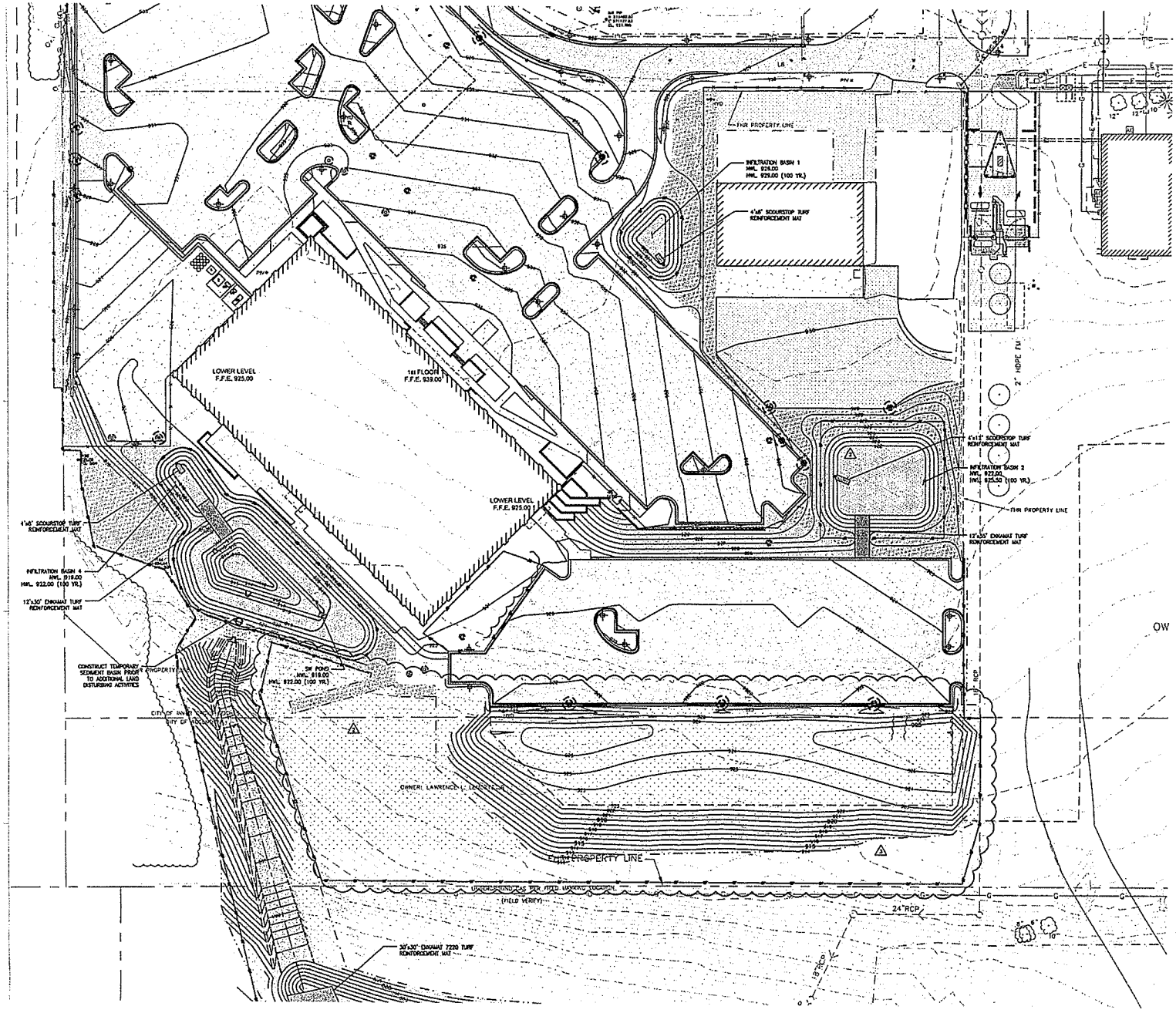
TKDA

DESIGNED	DRAWN	CHECKED
RAW	VSH	RAP

GRADING AND DRAINAGE PLAN SOUTH AREA

C2.1

15293.000



LEGEND

- APPROX. CONSTRUCTION LIMITS
- LIGHT DUTY BIT. PAVEMENT, SEE DETAIL 11/C3.2
- HEAVY DUTY BIT. PAVEMENT SEE DETAIL 8/C3.2
- CONCRETE SURFACING
- 12" THICK MNDOT CLASS 5 AGGREGATE SURFACING
- MULCH MATERIAL FOR EROSION CONTROL DURING TURF ESTABLISHMENT
- MNDOT CAT. 3 BLANKET FOR EROSION CONTROL DURING TURF ESTABLISHMENT
- MNDOT SEED MIX 330 @ 87 LBS/AC TYPE 3 FERT. @ 350 LBS/AC CAT. 3 BLANKET
- MNDOT SEED MIX 340 @ 87 LBS/AC TYPE 3 FERT. @ 350 LBS/AC CAT. 3 BLANKET
- MNDOT CLASS II RIPRAP
- INLET PROTECTION, SEE DETAIL 1/C7.0
- FILTER LOG/BIOROLL, SEE DETAILS 2 & 4/C7.0
- SILT FENCE, SEE DETAIL 3/C7.0

EROSION CONTROL NOTES:

1. INSTALL EROSION CONTROL BMPS PRIOR TO ANY LAND DISTURBING ACTIVITIES.
2. SUBMIT TO ENGINEER A DETAILED EROSION CONTROL PHASING PLAN.
3. ALL PROPOSED INFILTRATION AREAS SHALL BE PROTECTED DURING CONSTRUCTION AND SHALL NOT HAVE ANY EQUIPMENT, SOILS OR OTHER SURCHARGE LOADING APPLIED.
4. PLACE FIBER LOG ON ALL DOWN-SLOPE AREAS ALONG EXCAVATION.
5. TEMPORARILY REROUTE ROOF DRAINS AROUND EXCAVATION WITH FLEXIBLE HDPE, 6" DIAM. MIN.
6. ALL STOCKPILE AREAS SHALL HAVE FIBER LOG PERIMETER CONTROLS.
7. RESTORE ALL DISTURBED AREAS TO PRECONSTRUCTION CONDITIONS UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR WEEKLY INSPECTION OF THE BMPs AND WITHIN 24 HOURS OF A STORM EVENTS AND SHALL CORRECT DEFECTIVE WORK WITHIN 24 HOURS.
9. ALL EXISTING AND PROPOSED STORM SEWER INLETS WITHIN AND IMMEDIATELY DOWNSTREAM OF THE CONSTRUCTION LIMITS AND HAUL ROUTES SHALL HAVE INLET PROTECTION.
10. CONTRACTOR SHALL MONITOR SEDIMENT TRACKING FROM THE CONSTRUCTION SITE AND UTILIZE A SWEEPER TO COLLECT ANY TRACKED SEDIMENT AT THE END OF EACH WORK DAY. IF DURING THE COURSE OF WORK THE OWNER DEEMS THE SEDIMENT CONTROL PRACTICES TO BE INADEQUATE, THE CONTRACTOR SHALL UTILIZE OTHER MEANS TO PREVENT TRACKING AT NO ADDITIONAL COST TO OWNER.
11. INSTALL RIPRAP AT ALL FLARED END SECTIONS AND PIPE OUTLETS, SEE DETAIL 1/C7.2.
12. UPON COMPLETION OF SUBCUT FOR ALL STORMWATER TREATMENT FACILITIES AND PRIOR TO INSTALLATION OF ANY BACKFILL OR ENGINEERED SOILS, CONTRACTOR SHALL NOTIFY CITY AND GVC AMPLE TIME FOR CITY INSPECTION OF SOILS.
13. UPON COMPLETION OF SUBCUT FOR ALL INFILTRATION FACILITIES AND PRIOR TO INSTALLATION OF ANY BACKFILL OR ENGINEERED SOILS, CONTRACTOR SHALL PERFORM A DOUBLE RING INFILTROMETER TEST TO VERIFY INFILTRATION RATES. NOTIFY ENGINEER AND CARRY OUT ADDITIONAL EXCAVATION AS NECESSARY UNTIL ADEQUATE SOILS ARE REACHED.

GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR RESTORATION AND PLANTINGS IN INFILTRATION BASINS & DETENTION POND.
2. SEE LANDSCAPE PLAN FOR RESTORATION AND PLANTINGS IN CURB ISLANDS.
3. SEE LANDSCAPE PLAN FOR RESTORATION AND PLANTINGS AT FRONT OF BUILDING.

Flint Hills resources

Flint Hills Resources
Pine Bend, LLC
12555 CLARK ROAD
ROSEMOUNT, MINNESOTA 55068

NORTH FACILITY OFFICE BUILDING 111BD-91

3120 117TH STREET EAST
INVER GROVE HEIGHTS, MN 55077

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-9412

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, locations, and performance requirements to be confirmed and correlated at the job site; for all fabrication processes and 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: 6/3/2014 By: [signature]

KEY PLAN

CONSTRUCTION DOCUMENTS

NO.	DATE	ISSUE RECORD
3	6/03/14	ISSUED FOR GRADING SOUTH OF PARKING LOT
2	4/08/14	ISSUED FOR INFIL. BASIN MODIFICATIONS
1	1/03/14	ISSUED FOR PR 03
	11/15/13	ISSUE FOR CONSTRUCTION
	09/13/13	ISSUED FOR BID

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: [signature]
PRINTED NAME: ROBERT B. DONJON
LIC NO: 47063 DATE: 3/18/14

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

TKDA

DESIGNED	DRAWN	CHECKED
RBK	MTH	KDK

EROSION AND SEDIMENT CONTROL PLAN - SOUTH AREA

C5.1

AMENDMENT TO IMPROVEMENT AGREEMENT AND STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR THE PROPERTY AT 3134 – 117th STREET, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS AMENDMENT TO IMPROVEMENT AGREEMENT AND STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR THE PROPERTY AT 3134 – 117th STREET (Amendment) is made, entered into and effective this 9th day of June, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, (hereafter referred to as "Developer, Landowner and Responsible Owner").

WHEREAS, the City and Flint Hills Resources Pine Bend, LLC (Developer) entered into an Improvement Agreement dated October 14, 2013 and recorded as Dakota County Document No. 2990790 ("Improvement Agreement").

WHEREAS, the parties to the Improvement Agreement are the City of Inver Grove Heights, a municipal corporation and Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company.

WHEREAS, the parties to the Improvement Agreement are the same parties to this Amendment.

WHEREAS, the City and Developer desire to amend Exhibit B of the Improvement Agreement to incorporate various modified plans relating to the storm water plans and to identify additional plans relating to the storm water plans.

WHEREAS, the City and Flint Hills Resources Pine Bend, LLC (Landowner and Responsible Owner) entered into a Storm Water Facilities Maintenance Agreement dated October 14, 2013 and recorded as Dakota County Document No. 2990791 ("Storm Water Agreement").

WHEREAS, the parties to the Storm Water Agreement are the City of Inver Grove Heights, a municipal corporation and Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company.

WHEREAS, the parties to the Storm Water Agreement are the same parties to this Amendment.

WHEREAS, the City and Landowner/Responsible Owner desire to amend Section 1.5 of the Storm Water Agreement to incorporate various modified plans relating to the storm water plans and to identify additional plans relating to the storm water plans.

NOW, THEREFORE, the parties hereto state, acknowledge and agree as follows:

Section 1. Amendment of Exhibit B of the Improvement Agreement. Exhibit B of the Improvement Agreement is amended as shown on Exhibit 1 to this Amendment.

Section 2. Incorporation of Amendment Into Improvement Agreement. This Amendment is hereby incorporated and replaces in its entirety Exhibit B of the Improvement Agreement.

Section 3. Amendment of Section 1.5 of the Storm Water Facilities Maintenance Agreement. Section 1.5 of the Storm Water Facilities Maintenance Agreement is amended as shown on Exhibit 2 to this Amendment.

Section 4. Incorporation of Amendment Into Storm Water Facilities Maintenance Agreement. This Amendment is hereby incorporated and replaces in its entirety Section 1.5 of the Storm Water Facilities Maintenance Agreement.

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

IN WITNESS WHEREOF, Flint Hills Resources Pine Bend, LLC and City of Inver Grove Heights have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

FLINT HILLS RESOURCES PINE BEND, LLC

By: _____
Scott Lindemann
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Scott Lindemann, to me personally known, who being by me duly sworn did say that he is the Vice President of Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its governing documents and said Vice President acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

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

EXHIBIT 1
AMENDMENT OF EXHIBIT B TO IMPROVEMENT AGREEMENT

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Site Plan (North Area)	7/22/13 revised 9/9/13	TKDA
2.)	Site Plan (South Area)	7/22/13 revised 9/9/13	TKDA
3.)	Grading and Drainage Plan (North Area)	7/22/13 revised 9/9/13	TKDA
~~4.)~~	~~Grading and Drainage Plan (South Area)~~	~~7/22/13 revised 9/9/13~~	~~TKDA~~
4.)	Grading and Drainage Plan (South Area) (C2.1)	9/18/13** revised 5/22/14	TKDA
5.)	Planting Plan	7/22/13 revised 9/9/13	TKDA
6.)	Exterior Elevations	7/22/13 revised 9/9/13	TKDA
7.)	Existing Conditions and Demo Plan (North Area)	7/22/13 revised 9/9/13	TKDA
8.)	Existing Conditions and Demo Plan (South Area)	7/22/13 revised 9/9/13	TKDA
9.)	Utility Plan (North Area)	7/22/13 revised 9/9/13	TKDA

10.)	Utility Plan (South Area)	7/22/13 revised 9/9/13	TKDA
11.)	Roadway Profiles & Typical Sections	7/22/13 revised 9/9/13	TKDA
12.)	Natural Gas & Sanitary Sewer Profiles	7/22/13 revised 9/9/13	TKDA
13.)	Building Water Service Profile	7/22/13 revised 9/9/13	TKDA
14.)	Fire Protection Loop Profile	7/22/13 revised 9/9/13	TKDA
15.)	Erosion and Sediment Control Plan (North Area)	7/22/13 revised 9/9/13	TKDA
~~16.)~~	~~Erosion and Sediment Control Plan (South Area)~~	~~7/22/13 revised 9/9/13~~	~~TKDA~~
16.)	Erosion and Sediment Control Plan (South Area) (C5.1)	9/18/13** revised 5/22/14	TKDA
17.)	Signing and Striping Plan (North Area)	7/22/13 revised 9/9/13	TKDA
18.)	Signing and Striping Plan (South Area)	7/22/13 revised 9/9/13	TKDA
19.)	Details and Sections (C7.0 – C7.3 and C7.5)	7/22/13 revised 9/9/13	TKDA
20.)	Details and Sections Triton System	7/22/13 revised 9/9/13	TKDA
21.)	HydroCAD Model	2/28/14** revised 3/3/14	TKDA

The above-listed Development Plans were approved by the City Engineer on September 13, 2013.

**Development Plan approved by the City Engineer on May 27, 2014.

The Developer acknowledges that it will comply with the conditions set forth in the approved Development Plans referenced above. The Developer also agrees to comply with the terms outlined in the Traffic Study Agreement between the City and Developer.

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

EXHIBIT 2
AMENDMENT OF SECTION 1.5 TO STORM WATER FACILITIES MAINTENANCE AGREEMENT

~~**1.5 Storm Water Facility Plan.** "Storm Water Facility Plan" means collectively Plan Sheets C2.0, C2.1, C2.3, C4.0, C4.1 and C7.7 prepared by TKDA dated August 11, 2013, approved by the City Engineer on September 9, 2013, as well as the City of Rosemount requirements outlined in the August 16, 2013 e-mail correspondence (which includes a grading permit for a basin within Rosemount city limits) and the HydroCAD model prepared by TKDA dated August 11, 2013, as reviewed by Barr Engineering on behalf of the City. The Storm Water Facility Plan is on file with the City.~~

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means collectively the following:

- Plan Sheets C2.0, C2.3, C4.0, C4.1 and C7.7 prepared by TKDA dated August 11, 2013, approved by the City Engineer on September 9, 2013
- Plan Sheet C2.1 prepared by TKDA dated September 18, 2013, revised May 22, 2014 and approved by the City Engineer on May 27, 2014
- City of Rosemount requirements outlined in the August 16, 2013 e-mail correspondence (which includes a grading permit for a basin within Rosemount city limits)
- HydroCAD model prepared by TKDA dated August 11, 2013, as reviewed by Barr Engineering on behalf of the City
- HydroCAD model prepared by TKDA dated February 28, 2014, revised on March 3, 2014 and approved by the City Engineer on May 2, 2014

The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes modifications of the above referenced Storm Water Facility Plan as approved from time to time by the City Engineer.

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Adopting Sign Retroreflectivity Policy

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Scott D. Thureen, 651.450.2571		Amount included in current budget
Prepared by:	Barry Underdahl, Maintenance Superintendent		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider resolution adopting Sign Retroreflectivity Policy.

SUMMARY

By June 13, 2014 all agencies in the United States, including cities, who maintain roadways open to public travel, must adopt a sign maintenance program designed to maintain traffic sign retroreflectivity at or above specific levels.

"Retroreflectivity" describes how light is reflected from a surface and returned to its original source. Traffic signs are made with retroreflective sign sheeting material that redirects headlamp illumination back toward the vehicle, thereby making the sign visible at nighttime to the vehicle driver. Improvements to nighttime visibility of traffic signs will help drivers better navigate roads at night and thus promote safety and mobility. Improvements in sign visibility will also help older drivers whose visual capabilities may be declining.

The retroreflective properties of all sign sheeting materials degrade over time making signs professively less visible at night. As signs degrade and become less retroreflective, their effectivenss in communicating regulatory, warning, and guidance messages to road users at nighttime diminishes to the point that they cannot be seen or read in time for the driver to react properly. Thus, to maintain nighttime effectiveness, signs should be replaced before they reach the end of their useful retroreflective life.

Manual of Uniform Traffic Control Devices
The *Manual of Uniform Traffic Control Devices* (MUTCD), published by the U.S. Department of Transportation, Federal Highway Administration (FHWA), sets forth basic principles of traffic signs in order to promote safety on public roads. The MUTCD establishes uniform standards for traffic signs.

The Minnesota Department of Transportation (MnDOT) has adopted the MUTCD and certain MnDOT appendices as the *Minnesota Manual on Uniform Traffic Control Devices* (MN MUTCD). The Minnesota Commissioner of Transportation has ordered that the MN MUTCD shall be implemented and applied to all traffic control devices.

The MN MUTCD requires the City to establish an assessment or management method that is designed to maintain sign retroreflectivity at or above minimum levels specified in MN MUTCD Table 2A-3.

The original rule called for actual replacement of non-compliant signs by either 2015 or 2018, depending on the function of the sign. That requirement was removed in 2012. However, cities still need to adopt a policy to replace traffic signs when they are worn out. Adopting a sign retroreflectivity policy will significantly reduce tort liability lawsuits involving traffic signs. With the change in the rule that removed the specific timeline for sign replacement, staff feels that we will likely be able to maintain a compliant signage system with the current funding level.

I recommend that the resolution adopting the Sign Retroreflectivity Policy be approved.

SDT/kf
Attachments: Resolution
Sign Retroreflectivity Policy

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

WHEREAS, the Manual for Uniform Traffic Control Devices (MUTCD), published by the U.S. Department of Transportation, Federal Highway Administration, sets forth basic principles of traffic signs in order to promote safety on public roads; and

WHEREAS, the MUTCD establishes uniform standards for traffic signs; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) has adopted and MUTCD and certain MnDOT appendices as the Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD); and

WHEREAS, the MnMUTCD requires the City to establish an assessment or management method that is designed to maintain sign retroreflectivity at or above minimum levels specified in MnMUTCD Table 2A-3; and

WHEREAS, the City has prepared a policy that meets the aforementioned requirements.

NOW, THEREFORE, BE IT RESOLVED THAT: the Sign Retroreflectivity Policy is hereby approved.

Adopted by the City of Inver Grove Heights, MN this 9th day of June 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

City of Inver Grove Heights, Minnesota
Sign Retroreflectivity Policy

Article I. Purpose and Goal

The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

"Retroreflectivity" describes how light is reflected from a surface and returned to its original source. Traffic signs are made with retroreflective sheeting material that redirects headlamp illumination back toward the vehicle, thereby making the sign visible at night.

Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.

The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.

Article II. Applicable Signs

This policy applies to all traffic signs in the city except the following:

- Parking, Standing, and Stopping signs (R7 and R8 series)
- Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R10-4b)
- Adopt-A-Highway signs
- All signs with blue (motor services) or brown (recreational) backgrounds
- Bikeway signs that are intended for exclusive use by bicyclists or pedestrians

Article III. Resource Materials

The city has reviewed and relied on numerous resources in adopting this policy. These resource materials include, but are not limited to the following:

- *Sign Retroreflectivity Guidebook*, Publication No. FHWA-CFL/TD-09-005, U.S. Department of Transportation, Federal Highway Administration (September 2009).

- *Sign Retroreflectivity: A Minnesota Toolkit*, Minnesota Department of Transportation, Local Road Research Board (June 2010).

- *LMCIT Sign Retroreflectivity Memo and Model Policy*, League of Minnesota Cities (3rd Edition, January 2014).

Article IV. Sign Inventory

To meet the city's goal of maintaining sign retroreflectivity above certain levels, the city will maintain a sign inventory of all new or replacement signs installed after the effective date of this policy. Data is to be entered in the city's computerized management system for each single sign. This data will include; ID#, MUTCD Code, Direction, Backing Material, Support Type, Support ID, Position, Road Section, Bracing, Legend Color, Background, Shape, Classification, Sign Rating, Support Rating, Visibility, Street Name, Sign Size, Retroreflective Sheeting Material Type, Year of Fabrication, and Date of Installation. This database is to be queried at regular intervals for a list of signs that have reached the minimum expected sign life. A field inspection will take place and an update to the planned replacement date will be made accordingly. Any replacements are to be documented and the sign life interval reset.

The city shall keep an inventory, and include a statement on the general condition, of all existing signs covered by this policy. The city shall record the above information related to new signs to the extent that such information is known.

Article V. Removal of Signs

In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering study and the MN MUTCD. The city shall document the date a sign is removed and the reason for the removal.

Article VI. Approved Sign Evaluation Method

The primary sign life management method will be the Expected Sign Life method with the establishment of minimum and maximum expected sign life intervals. Signs are proposed to be replaced before they reach the end of their maximum expected service life. The expected service life is based on the time required for the retroreflective material to degrade to the minimum retroreflectivity level based on warranties, manufacturer testing and recommendations. The secondary method will be a visual inspection which will commence when the minimum expected sign life is reached. This combination of methods will provide a balance between costs and risks.

The retroreflectivity of the city's signs is assessed by a trained sign inspector following a formal visual inspection procedure from a moving vehicle during nighttime conditions. Signs that are visually identified by the inspector to have retroreflectivity below the minimum levels will be replaced.

Article VII. Sign Replacement

The city hereby establishes the following priority order in which road signs will be replaced:

- First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
- Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage.

After the initial replacement of signs as provided for in this Article or the installation of new signs, the city shall, for the purpose of complying with the requirements of the MN MUTCD, maintain minimum retroreflectivity standards, as budgetary factors allow, by replacing signs as they reach the end of the latter of their (a) expected life expectancy for the sheeting material used on the sign; or (b) nighttime visual inspection.

Damaged, stolen, or missing signs may be replaced as needed.

Article VIII. Modification and Deviation from Policy.

The city reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the city based on safety, political and economic considerations.

The Director of Public Works, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the city based on safety, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.

Adopted by the City Council of the City of Inver Grove Heights on this _____ day of _____, 2014.

_____
Administrator

_____
Mayor

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Quotes and Awarding Contract for the 2014 Improvement Program, City Project No. 2014-08 – Bohrer Pond NW Pre-treatment Basin Phase II

Meeting Date:	June 9, 2014
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
X	Other: Storm Water Utility Fund, SWCD Grant, and landowner funds.

PURPOSE/ACTION REQUESTED

Consider resolution accepting quotes and awarding contract for the 2014 Improvement Program, City Project No. 2014-08 – Bohrer Pond NW Pre-treatment Basin Phase II.

SUMMARY

City Council passed a resolution on April 14, 2014 approving a Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Approved Payment Agreement with Bridgewood Apartments, Ordered Project, Authorized and Approved Plans and Specifications, and Authorized Advertisement for Bids for City Project No. 2014-08 – Bohrer Pond Northwest Pretreatment Basin Phase II. Quotes were opened at 1:00 p.m. on May 15, 2014 for the subject project. Three contractors submitted quotes. The quotes were tabulated and verified for accuracy.

The low base bid of $49,442.94 was submitted by M&J Services of MN. M & J Services have provided very competetitve prices on many City projects and they have a good track record on the projects. The low bid is less than the engineer's construction cost estimate of $79,955. The City has received a grant from the Dakota County SWCD Community Conservation Partnership Program. The City entered into a payment agreement and received payment from Bridgewood Apartments.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the contract for City Project No. 2014-08 – Bohrer Pond NW Pre-treatment Basin Phase II to M&J Services of MN for a total bid amount of $49,442.94.

TJK/swd

Attachments: Resolution
Quote tabulation
Project map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR 2014 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2014-08 – BOHRER POND NW PRE-TREATMENT BASIN PHASE II

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2014 Improvement Program, City Project 2014-08 Bohrer Pond NW Pre-treatment Basin Phase II, quotes were received, opened, read aloud, and tabulated according to law. The following quotes were received complying with the advertisement, acknowledgement of receipt of addendums, and submitted a bid bond.

Bidder	Base Bid
M&J Services of MN	$49,442.94
Sunram Construction	$71,618.00
Urban Companies	$86,011.00

WHEREAS, M&J Services of MN is the lowest responsible bidder for a total contract amount of $49,442.94.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with M&J Services of MN in the name of the City of Inver Grove Heights, for the 2014 Improvement Program, City Project No. 2014-08 – Bohrer Pond NW Pre-treatment Basin Phase II, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.

2. 2014 Improvement Program, City Project No. 2014-08 – Bohrer Pond NW Pre-treatment Basin Phase II shall be funded through the Storm Water Utility Fund, a SWCD Grant and landowner funds.

Adopted by the City Council of Inver Grove Heights this 9th day of June 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

BASIS OF QUOTE 4/14/2014
CITY PROJECT 2014-08
BOHRER POND NW PRETREATMENT BASIN PHASE II
(Bohrer Pond Bridgewood Retrofit SWCD Project No. 13-IGH-006)

					M & J Services of MN		Sunram Construction		Urban Companies	
ITEM NO.	Mn/DOT NO.	ITEM DESRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST	UNIT PRICE	TOTAL ESTIMATED COST	UNIT PRICE	TOTAL ESTIMATED COST
SCHEDULE A- INFILTRATION BASIN										
1	2105.501	COMMON EXCAVATION (P)	CY	506	$8.00	$4,048.00	$9.50	$4,807.00	$30.00	$15,180.00
2	2105.526	FILTER TOPSOIL BORROW SPECIAL ENGINEERED MIX B SOIL (80:20 WASHED COURSE SAND AND GRADE 2 ORGANIC COMPOST)	CY	282	$41.00	$11,562.00	$47.25	$13,324.50	$36.00	$10,152.00
3	2511.501	RANDOM RIPRAP CL III W/ GEOTEXTILE FABRIC	CY	9	$80.00	$720.00	$100.00	$900.00	$100.00	$900.00
4	2112.501	SUBGRADE SCARIFICATION TO 24"	SY	270	$2.50	$675.00	$6.00	$1,620.00	$4.00	$1,080.00
5	SPECIAL	WOOD WEIR STRUCTURE	EA	1	$350.00	$350.00	$1,850.00	$1,850.00	$2,500.00	$2,500.00
6	3247	4" HDPE PERFORATED DRAIN TILE W/ KNIT SOCK	LF	90	$2.25	$202.50	$11.50	$1,035.00	$20.00	$1,800.00
7	3248	4" PVC SEWER PIPE	LF	30	$4.75	$142.50	$25.25	$757.50	$20.00	$600.00
8	2501.569	4" PVC CLEANOUT /SCREW CAP	EA	3	$75.00	$225.00	$250.00	$750.00	$500.00	$1,500.00
9	2501.573	INSTALL CONCRETE 4" HEADWALL	EA	1	$250.00	$250.00	$650.00	$650.00	$500.00	$500.00
10	2501.569	4" KNIFE VALVE W/ ANTI SEEPAGE COLLAR	EA	1	$600.00	$600.00	$1,650.00	$1,650.00	$500.00	$500.00
11	2501.569	4" INSPECTION TUBE	EA	1	$100.00	$100.00	$250.00	$250.00	$500.00	$500.00
12	2575.523	TURF REINFORCEMENT MAT,	SY	70	$1.00	$70.00	$12.50	$875.00	$40.00	$2,800.00
13	2571.506	NATIVE PLANTS (#2 CONTAINER, LOCAL ECOTYPE, SPECIES PER PLANTING PALLETE)	EA	135	$11.25	$1,518.75	$46.00	$6,210.00	$30.00	$4,050.00
14	2575.512	WOOD MULCH (MNDOT TYPE 6) SHREDDED HARDWOOD	CY	24	$40.00	$960.00	$50.50	$1,212.00	$55.00	$1,320.00
15	2575.526	COMPOST BLANKET	SY	261	$4.00	$1,044.00	$5.25	$1,370.25	$6.00	$1,566.00
16	2575.56	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL (FLEXTERRA)	LB	2200	$1.95	$4,290.00	$1.58	$3,476.00	$2.25	$4,950.00
17	2575.523	EROSION CONTROL BLANKET, CATEGORY 2	SY	261	$1.90	$495.90	$1.58	$412.38	$2.00	$522.00
18	2575.532	FERTILIZER TYPE 2	LB	50	$3.00	$150.00	$1.58	$79.00	$4.00	$200.00
19	2575.605	SEEDING, MNDOT MIX NO. 340	ACRE	0.65	$651.53	$423.49	$3,800.00	$2,470.00	$2,500.00	$1,625.00
20	SPECIAL	PLASTIC LAWN EDGING, HEAVY DUTY	LF	230	$2.50	$575.00	$2.65	$609.50	$5.00	$1,150.00
21	2575.505	SOD,TYPE LAWN	SY	120	$6.50	$780.00	$11.00	$1,320.00	$10.00	$1,200.00
			Total of Schedule A			**$29,182.14**		**$45,628.13**		**$54,595.00**
SCHEDULE B- GENERAL										
21	2021.501	MOBILIZATION	LS	1	$1,500.00	$1,500.00	$3,500.37	$3,500.37	$4,000.00	$4,000.00
22	2573.602	TEMPORARY ROCK CONSTRUCTION EXIT	LS	1	$750.00	$750.00	$800.00	$800.00	$1,200.00	$1,200.00
23	2564.537	INFILTRATION AREA SIGNAGE	EA	3	$180.00	$540.00	$300.00	$900.00	$300.00	$900.00
24	2573.54	FILTER LOG TYPE COMPOST BIOROLL	LF	70	$4.00	$280.00	$4.00	$280.00	$5.00	$350.00
25	2104.501	REMOVE EXISTING SILT FENCE	LF	200	$1.00	$200.00	$1.50	$300.00	$2.00	$400.00
26	2573.55	EROSION CONTROL SUPERVISOR	LS	1	$250.00	$250.00	$850.00	$850.00	$1,500.00	$1,500.00
27	2123.61	STREET SWEEPER (WITH PICK UP BROOM)	HR	5	$105.00	$525.00	$175.00	$875.00	$125.00	$625.00
28	SPECIAL	ADDITIONAL STORMWATER MANAGEMENT ALLOWANCE		1	$500.00	$500.00	$350.00	$350.00	$1.00	$1.00
			Total of Schedule B			**$4,545.00**		**$7,855.37**		**$8,976.00**
SCHEDULE C-STORMSEWER										
29	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 4022	EA	1	$3,055.00	$3,055.00	$3,825.00	$3,825.00	$3,800.00	$3,800.00
30	2503.541	21" RC PIPE SEWER	LF	84	$63.70	$5,350.80	$60.00	$5,040.00	$85.00	$7,140.00
31	2501.515	21" RC PIPE APRON	EA	1	$1,000.00	$1,000.00	$1,325.00	$1,325.00	$2,000.00	$2,000.00
32	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	80	$6.50	$520.00	$10.00	$800.00	$10.00	$800.00
33	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	30	$27.00	$810.00	$40.75	$1,222.50	$30.00	$900.00
34	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B) (3")	TON	15	$200.00	$3,000.00	$210.00	$3,150.00	$300.00	$4,500.00
35	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LF	66	$30.00	$1,980.00	$42.00	$2,772.00	$50.00	$3,300.00
			Total of Schedule C			**$15,715.80**		**$18,134.50**		**$22,440.00**
			Total of Schedule A			$29,182.14		$45,628.13		$54,595.00
			Total of Schedule B			$4,545.00		$7,855.37		$8,976.00
			Total of Schedule C			$15.715.80		$18,134.50		$22,440.00
			TOTAL OF A+B+C			**$49,442.94**		**$71,618.00**		**$86,011.00**

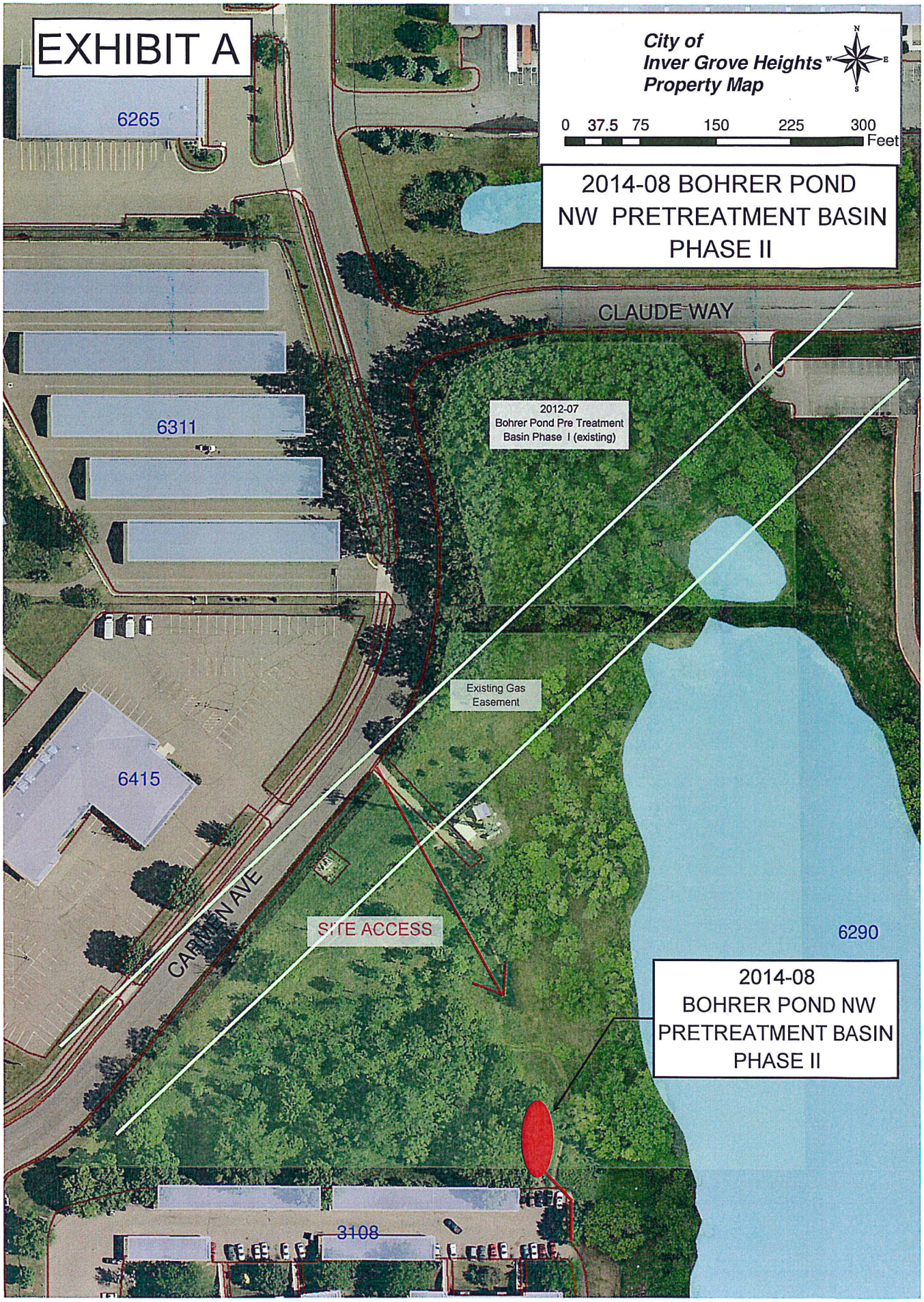


EXHIBIT A
City of
Inver Grove Heights
Property Map
0 37.5 75 150 225 300
Feet
2014-08 BOHRER POND
NW PRETREATMENT BASIN
PHASE II
CLAUDE WAY
6265
6311
6415
2012-07
Bohrer Pond Pre Treatment
Basin Phase I (existing)
Existing Gas
Easement
CARMEN AVE
SITE ACCESS
6290
2014-08
BOHRER POND NW
PRETREATMENT BASIN
PHASE II
3108

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction

Meeting Date:	June 9, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, 651-450-2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

The City Council will consider an agreement with Xcel Energy to perform sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

SUMMARY

As part of City Project No. 2014-09D, the City will be restoring the boulevards on the streets affected by the project. The City's contract requires the Contractor to place seed or sod by September 10, 2014 to allow for 30 days of growth before cool weather occurs in late October.

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 City's right-of-way and adjacent easements.

Beginning in 2009, City staff coordinated boulevard restoration with Xcel, and Xcel reimbursed the City. An agreement was negotiated in 2010 in which the City conducted all boulevard restoration adjacent to a City project. This coordinatied 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 sod or seed that is 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 2014 agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction. This agreement will allow the City's contractor to complete the boulevard restoration in conjunction with the project. Xcel and City staff will measure the areas disturbed by Xcel and they will be invoiced for the turf restoration costs per the agreement. This will continue in the future on all major reconstruction projects.

It is recommended that the City Council adopt the resolution approving the agreement for sod replacement and seeding on City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

Attachments: Resolution
Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING AGREEMENT WITH XCEL ENERGY FOR CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, during the 2014 construction season, the City will be constructing City Project No. 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction. 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.

WHEREAS, the City and Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2014-09D in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement 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 attached Sod Replacement and Seeding Agreement for 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

2. The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of June 2014.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

SOD REPLACEMENT AND SEEDING AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY FOR CITY PROJECT 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 12th day of May, 2014, 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 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. 2014-09D College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

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, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, 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.

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/or 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/or 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 CITY SOD REPLACEMENT AND SEEDING

Section 3.1 **Sod Replacement and Seeding.** The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or 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 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 for up to one (1) year 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/or 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 be 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:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of May, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy 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: Field Operations Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 6th day of May, 2014, before me a Notary Public within and for said County, personally appeared SEAN WALKER and _____, to me personally known, who being by me duly sworn did say that they are respectively the FIELD OPS. MANAGER 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.

JESSICA LESLIE WINKLER
Notary Public
Minnesota
My Comm. Expires
Jan 31, 2016

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

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EXHIBIT A

PROJECT DOCUMENTS GENERALLY SHOWING PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. Specification Manual for 2014-09D College Trail Reconstruction and Barbara Avenue Partial Reconstruction (on file with the City).

2. Plans for 2014-09D College Trail Reconstruction and Barbara Avenue Partial Reconstruction (on file with the City).

AGENDA ITEM 4K

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

ISD #199 – Salem Hills Elementary Improvements

Meeting Date:	June 9, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

X	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 Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant Agreement, Permanent Watermain Easement and Access License Agreement for the addition to Salem Hills Elementary School.

SUMMARY

The City Engineer approved the site plans on June 2, 2014. The related development agreements have been reviewed by the applicant and the City.

The agreements address on-site improvements including a building remodel of the courtyard and along with stormwater management facilities to address the new impervious surface. The Engineering Division worked with the School District on a stormwater management plan that meets minimum City requirements which are reflected in the approved development plans.

Engineering staff recommends approval of Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant Agreement, Permanent Watermain Easement and Access License Agreement as presented.

TJK/kf

Attachments: Resolution
Improvement Agreement
Stormwater Maintenance Facilities Agreement
Fire Hydrant Agreement
Permanent Watermain Easement
Access License Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORMWATER FACILITIES MAINTENANCE AGREEMENT, FIRE HYDRANT AGREEMENT, PERMANENT WATERMAIN EASEMENT AGREEMENT, AND ACCESS LICENSE AGREEMENT FOR SALEM HILLS ELEMENTARY ADDITION

RESOLUTION NO. _____

WHEREAS, a building permit was approved on June 6, 2014 to allow a remodeling of the existing courtyard and entrance to the Salem Hills Elementary School building along with other property improvements for the property located at 5899 Babcock Trail; and

WHEREAS, conditions of approval require the applicant to enter four agreements with the City and to grant an access license prior to any work commencing on site.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: the Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant Agreement, Permanent Watermain Easement Agreement, and Access License Agreement are 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.

Adopted by the City Council of Inver Grove Heights this 9th day of June 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

IMPROVEMENT AGREEMENT FOR PROPERTY AT 5899 BABCOCK TRAIL EAST, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY AT 5899 BABCOCK TRAIL EAST, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT is made and entered into on the 9th day of June, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and ISD #199 identified herein.

RECITALS:

WHEREAS, ISD #199 has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That ISD #199 enters into this Improvement Agreement, which contract defines the work which ISD #199 undertakes to complete; and

2. ISD #199 shall name the City as co-obligees on the payment and performance bond for the project. ISD #199 will provide a cash escrow to cover engineering, planning and legal fees relating to review, approval and inspection of the ISD #199 Improvements.

WHEREAS, ISD #199 has filed four (4) complete sets of the Development Plans with the City.

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

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and ISD #199 agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere defined specifically in the Improvement Agreement, shall have the following meanings as set forth below.

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

1.3 **ISD #199.** "ISD #199" means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

1.4 **Subject Property.** "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A.**

1.5 **Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and ISD #199.

1.7 **Council.** "Council" means the Council of the City of Inver Grove Heights.

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

1.9 **Director of PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegatees.

1.10 **County.** "County" means Dakota County, Minnesota.

1.11 **Other Regulatory Agencies.** "Other Regulatory Agencies" means and includes, individually and collectively, the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over ISD #199 Improvements.

1.12 **Utility Companies.** "Utility Companies" means and includes, jointly and severally, the following:

a.) utility companies, including electric, gas and cable;

b.) pipeline companies.

1.13 **Prior Easement Holders.** "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.14 **ISD #199 Improvements.** "ISD #199 Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 **ISD #199 Public Improvements.** "ISD #199 Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". ISD #199 Public Improvements are improvements to be constructed by ISD #199 within public right-of-way or public easements and which are to be approved and later accepted by the City. ISD #199 Public Improvements are part of ISD #199 Improvements.

1.16 **ISD #199 Default.** "ISD #199 Default" means and includes, individually and collectively, any of the following or any combination thereof:

a.) failure by ISD #199 to timely pay the City any money required to be paid under the Improvement Agreement;

b.) failure by ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City standards and specifications;

c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) breach of ISD #199 Warranties.

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

1.18 **ISD #199 Warranties.** "ISD #199 Warranties" means that ISD #199 hereby warrants and represents the following:

a.) **Authority.** ISD #199 has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the

authority of ISD #199 to enter into and perform its obligations under this Improvement Agreement.

b.) **Continuing Compliance With Laws.** ISD #199 will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and ISD #199 Improvements.

c.) **Warranty on Proper Work and Materials.** ISD #199 warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, ISD #199 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by ISD #199 shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of ISD #199 to repair and correct any damage to or deficiency with respect to such improvements.

d.) **Obtaining Permits.** ISD #199 shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before ISD #199 Improvements may be lawfully constructed.

e.) **Fee Title.** Independent School District #199, a Minnesota public school corporation, owns fee title to the Subject Property.

1.19 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

b.) **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

1.20 **Formal Notice.** Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United

States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to ISD #199:	Indepdendent School District 199 Attention: Jason Mutzenberger, Business Manager 2990 80th Street East Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
ISD #199 IMPROVEMENTS

3.1 ISD #199 Improvements. ISD #199 shall install, at its own cost, ISD #199 Improvements in accordance with the Development Plans. ISD #199 Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which ISD #199 Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as ISD #199 Improvements are completed to the City's reasonable satisfaction. Director of PWD may approve alterations to the Development Plans as long as alterations are minor in nature and do not change the purpose, function or general scope of the ISD #199 Improvements.

3.2 Ground Material. ISD #199 shall insure that adequate and suitable ground material shall exist in the areas of the storm water improvements to be made by ISD #199 and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of ISD #199.

3.3 **Grading/Drainage Plan.** ISD #199 shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that ISD #199 fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare ISD #199 in default pursuant to Article 11.

3.4 **Area Restoration.** ISD #199 shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the ISD #199 shall remove the silt fences after grading and construction have occurred.

3.5 **Erosion Control.** ISD #199 shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. ISD #199 shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. ISD #199 shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, ISD #199 shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. ISD #199 shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

4.1 **Permits.** ISD #199 shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of ISD #199 to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by ISD #199. ISD #199 shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of ISD #199.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 **Miscellaneous Requirements.** Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6
ISD #199 PUBLIC IMPROVEMENTS

6.1 Construction. The construction, installation, materials and equipment related to ISD #199 Public Improvements shall be in accord with the Development Plans. ISD #199 shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. ISD #199 shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any ISD #199 Public Improvements.

6.2 Inspection. The PWD or its designated representative may periodically inspect the work installed by ISD #199, its contractors, subcontractors or agents.

6.3 City Acceptance. ISD #199 shall give Formal Notice to the City within thirty (30) days once ISD #199 Public Improvements have been completed in accord with this Improvement Agreement and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect ISD #199 Public Improvements and notify ISD #199 of any ISD #199 Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, ISD #199 Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, ISD #199 Public Improvements become the property of the City, and ISD #199 shall have no responsibility with respect to maintenance of ISD #199 Public Improvements except as provided in Section 1.18(c) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and ISD #199. If ISD #199 Public Improvements do not conform, Formal Notice shall be given to ISD #199 of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.4 Engineering Submittals Required. One (1) copy of the detailed record plan "as built" drawings (in AUTOCAD format) of the ISD #199 Improvements shall be provided by ISD #199 in accord with City standards no later than 90 days after completion and acceptance of ISD #199 Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

a.) As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.

b.) As built storm water facilities, including underground facilities.

c.) Final as-built information shall be submitted in an electronic format compatible with the City 's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7
RESPONSIBILITY FOR COSTS

7.1 **ISD #199 Improvement Costs.** ISD #199 shall pay for ISD #199 Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 **City Miscellaneous Expenses.** ISD #199 shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 **Enforcement Costs.** ISD #199 shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 **Time of Payment.** ISD #199 shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
ISD #199 WARRANTIES

8.1 **Statement of ISD #199 Warranties.** ISD #199 hereby makes and states ISD #199 Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 **Statement of City Warranties.** The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, ISD #199 shall indemnify, defend and hold the City , its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and

deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) breach by ISD #199 of ISD #199 Warranties;

b.) failure of ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) failure by ISD #199 to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by ISD #199 to pay for materials;

f.) failure to obtain the necessary permits and authorizations to construct ISD #199 Improvements;

g.) construction of ISD #199 Improvements;

h.) delays in construction of ISD #199 Improvements;

i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of ISD #199 Improvements.

j.) all costs and liabilities arising because building permits were issued prior to ISD #199 obtaining the necessary permits and approval from Prior Easement Holders relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON ISD #199 DEFAULT

11.1 **City Remedies.** If a ISD #199 Default occurs, that is not caused by Force Majeure, the City shall give ISD #199 Formal Notice of ISD #199 Default and ISD #199 shall have thirty (30) days to cure the ISD #199 Default. If ISD #199, after Formal Notice to it by the City, does not cure ISD #199 Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

a.) the City may specifically enforce this Improvement Agreement;

b.) the City may suspend any work, improvement or obligation to be performed by the City;

c.) the City may suspend or deny building permits for buildings within the Subject Property;

d.) the City may, at its sole option, perform the work or improvements to be performed by ISD #199, in which case ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 **No Additional Waiver Implied By One Waiver.** In the event any agreement contained in this Improvement Agreement is breached by ISD #199 and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 **Emergency.** Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to ISD #199 in case of a ISD #199 Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving ISD #199 a thirty (30) day period to cure ISD #199 Default, in the event of an emergency as determined by the Director of PWD, resulting from ISD #199 Default, the City may perform the work or improvement to be performed by ISD #199 without giving any notice or Formal Notice to ISD #199 and without giving ISD #199 the thirty (30) day period to cure ISD #199 Default. In such case, ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural

and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ENGINEERING ESCROW

12.1 **Escrow Requirement.** Prior to ISD #199 beginning construction of ISD #199 Improvements and prior to obtaining any permits for grading, foundations or for building, ISD #199 shall deposit with the City a cash deposit for the amount stated in **Exhibit E**.

ARTICLE 13
PAYMENT AND PERFORMANCE BOND

13.1 **Co-Obligee on Payment and Performance Bond**. ISD #199 agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of ISD #199 Improvements. ISD #199 further agrees to name the City as an additional insured on the insurance policy it obtains in connection with the construction of ISD #199 Improvements.

ARTICLE 14
MISCELLANEOUS

14.1 **City's Duties.** The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any ISD #199 Improvements.

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

14.3 **Recording.** The Improvement Agreement may be recorded with the County Recorder and ISD #199 shall provide and execute any and all documents necessary to implement the recording.

14.4 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of ISD #199. This Improvement Agreement shall also run with and be binding upon any after acquired interest of ISD #199 in the Subject Property.

14.5 **Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement,

waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement 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.

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

14.7 **Counterparts.** This Improvement 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.

14.8 **Headings.** The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

14.9 **Inconsistency.** If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon ISD #199 are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the ISD #199 shall prevail.

14.10 **Access.** ISD #199 hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of ISD #199 Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

ISD #199:
INDEPENDENT SCHOOL DISTRICT #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

> Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.
>
> Dakota County Tax Parcel Identification Number: 20-03210-79-070

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Removals and Site Plan (C1.1)	2-7-14**	Architects Rego + Youngquist Anderson – Johnson Associates
Grading, Utilities And Erosion Control (C1.2)	2-7-14**	Architects Rego + Youngquist Anderson – Johnson Associates
Site Details (C2.1)	2-7-14**	Architects Rego + Youngquist Anderson – Johnson Associates

**revised on May 20, 2014

The above-listed Development Plans were approved by the City Engineer on June 2, 2014.

The Development Plans also include compliance by the ISD #199 with the conditions set forth in the following:

1. Memorandum from Assistant City Engineer Steve Dodge to City Planner Allan Hunting dated March 27, 2014.

The "Engineering Memo". The Engineering Memo is on file with the City.

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

The Engineering Memo does not include Paragraph 1(i) of the Memorandum from Assistant City Engineer Steve Dodge to City Planner Allan Hunting dated March 27, 2014.

EXHIBIT C
ISD #199 IMPROVEMENTS

The items checked with an "X" below are ISD #199 Improvements.
The items checked with "Public" below are those ISD #199 Improvements that are ISD #199-Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	11-15-14	grading, drainage and erosion control
X	11-15-14	construction of underground storm water facility and infiltration system
X	11-15-14	other stormwater improvements per the Development Plans
X	11-15-14	site restoration
X	11-15-14	re-vegetation of disturbed areas

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF THE ISD #199 IMPROVEMNTS BEGINS.** Before construction of the ISD #199 Improvements begins, all the following conditions must be satisfied:

a.) ISD #199 must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.

b.) ISD #199 must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and ISD #199 must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the engineering inspection escrow made a part of Exhibit E.

c.) ISD #199 must execute this Improvement Agreement.

d.) ISD #199 must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

e.) ISD #199 must execute a Permanent Watermain Easement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

f.) ISD #199 must execute a Permanent Access License for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

g.) ISD #199 must execute a Fire Hydrant License Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

h.) ISD #199 must show evidence to the City that the City is named as a co-obligee on the payment and performance bond being obtained by the ISD #199 in connection with the construction of the ISD #199 Improvements.

i.) ISD #199 must show evidence to the City that the City is listed as an additional insured on the insurance certificate being obtained by the ISD #199 in connection with the construction of the ISD #199 Improvements.

j.) ISD #199 must complete erosion control measures for the site.

2.) **CONDITIONS TO BE SATISFIED NO LATER THAN NOVEMBER 15, 2014.** No later than November 15, 2014, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

b.) Completion of the following:

- construction of underground storm water facility and infiltration system
- other stormwater improvements per the Development Plans
- site restoration
- re-vegetation of disturbed areas
- ISD #199 shall deliver as-built drawings to the City

c.) ISD #199 must show evidence to the City that the following documents have been recorded:

a.) Improvement Agreement
b.) Stormwater Facilities Maintenance Agreement
c.) Permanent Watermain Easement
d.) Permanent Access License
e.) Fire Hydrant License Agreement

EXHIBIT E
ENGINEERING ESCROW

ISD #199 shall deposit $7,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, ISD #199 Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, and stormwater facilities, and landscaping on the Subject Property and failures, if any, of ISD #199 to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return the remaining balance of the Engineering Escrow Amount to ISD #199 when all the following events have occurred:

a.) Upon satisfactory completion of ISD #199 Improvements as determined by the Director of PWD;

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, stormwater facilities or landscaping or maintenance obligations for stormwater facilities exceed the initially deposited $7,500 Engineering Escrow Amount, ISD #199 is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR 5899 BABCOCK TRAIL EAST, CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR 5899 BABCOCK TRAIL (Agreement) is made, entered into and effective this 9th day of June, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Independent School District #199, a Minnesota public school corporation (hereafter referred to as Landowner 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 Landowner. "Landowner" means Independent School District #199, a Minnesota public school corporation, and its successors and its assigns.

1.4 Stormwater Facilities. "Stormwater Facilities" means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The underground storm water facility and infiltration system, storm water pipes, drainage swales, culverts and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. "Stormwater Facility Plan" means those certain plans dated February 7, 2014 prepared by Architects Rego + Youngquist and approved by the City Engineer on June 2, 2014 which include plan sheets C1.1, C1.2 and C2.1, the HydroCAD Model prepared by Anderson-Johnson Associates, Inc. dated March 11, 2014, the Underground Storm

Retention System Operations and Maintenance Plan dated May 5, 2014 and updated June 4, 2014 prepared by Anderson-Johnson Associates, Inc. and any amendments relating thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.6 **Landowner Property.** "Landowner Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 **Responsible Owner.** "Responsible Owner" means, jointly and severally, all of the following:

> The fee title owner of the property legally described on Exhibit A attached hereto, 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 Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 **Improvement Agreement**. "Improvement Agreement" means that certain agreement between the Landowner and City dated June 9, 2014.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities, notwithstanding the fact that the Stormwater 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 Stormwater

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.

c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Prior to November 15, 2014, Responsible Owner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

3.2 Maintenance of Stormwater Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Stormwater 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 Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Owner shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Stormwater Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the Landowner Property.

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);

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;

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 Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.

e.) The Standard of Maintenance shall include but not be limited to each of the following:

i. The Responsible Owner shall monitor the Stormwater 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 stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B.** The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final 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 60% 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 Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

iv. The final 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 Stormwater Facilities;

e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than

200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater 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.

In January 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 C**.

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 Stormwater 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 Landowner Property, the City may certify to Dakota County the amounts due as payable for the Landowner Property 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 Landowner Property.

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 Landowner Property 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 Landowner Property. 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 Landowner Property. 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.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Stormwater Facilities exist notwithstanding the fact that the Stormwater 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 Stormwater Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Stormwater 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 material men;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Stormwater Facilities; and

d.) construction of the Stormwater 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 Development Plans.** The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

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 the Landowner Property 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 Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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.** Landowner 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 Landowner:	Independent School District #199 Attention: Jason Mutzenberger, Business Manager 2990 – 80th Street East Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
ISD #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

> Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.
>
> Dakota County Tax Parcel Identification Number: 20-03210-79-070

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

Underground Storm Retention System Operations and Maintenance Plan

2014 INVER GROVE HEIGHTS SALEM HILLS ELEMENTARY SCHOOL ISD #199

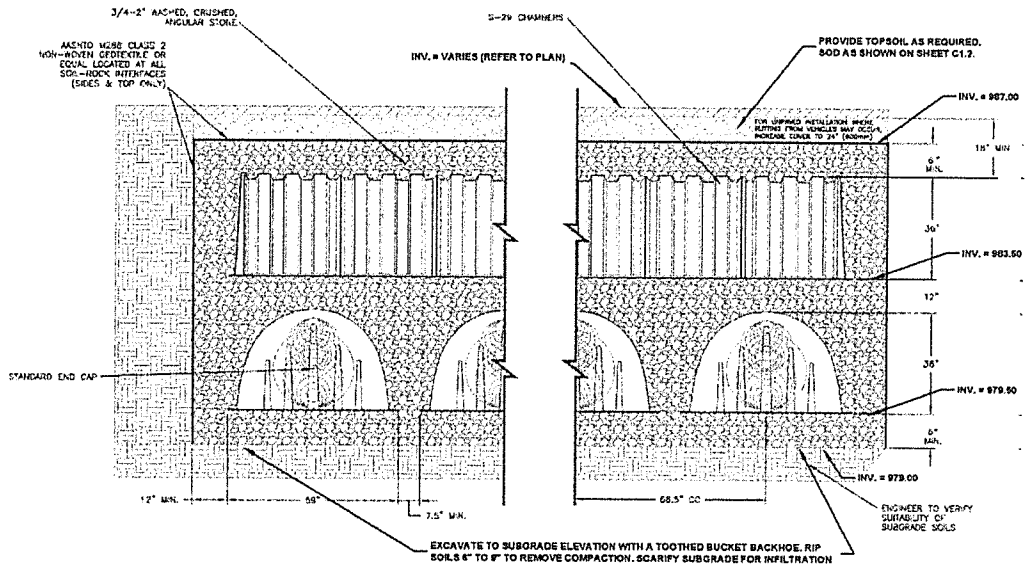
May 5, 2014
Updated : June 4, 2014

ANDERSON - JOHNSON ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE • SITE PLANNING • CIVIL ENGINEERING

Stormwater Best Management Practice
Operations and Maintenance Plan

Property Address: 5899 Babcock Trail, Inver Grove Heights, MN

Underground Storm Retention System



Inspection Activities

1) Maintenance Activities
2) Self-Inspection
3) Maintenance Record

Inspection Activities -- Underground Storm Retention System

Inspection Activity	Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris around inlet structure	Weekly and following large storm events	School staff shall clear trash and debris.
2. Sediment accumulation in inlet structure	Monthly and following large storm events	School staff shall remove sediment when drainage capabilities are reduced.
3. Inspect outlet structural components	Weekly and following large storm events	School staff is to remove debris that is plugging or obstructing the opening.
4. Visually inspect OCS 1 through access risers	Quarterly and following large storm events	School staff is to determine if/when cleaning should be scheduled.
5. The owner is to submit a copy of all inspections to the City	Annually submit all inspecition activities to the City Engineer by January 1.	Provide the City Engineer with inspection reports. City of Inver Grove Heights, 8150 Barbara Ave, MN 55077

** For additional information, see MPCA Stormwater Manual
http://stormwater.pca.state.mn.us/index.php/Main_Page

Maintenance Activities -- Underground Storm Retention System

Maintenance Activity	Frequency	Procedure	Maintenance by
1. Trash and debris removal from inlet structures and immediate surroundings	Weekly as per inspection	Handwork	By Owner unless specified
2. Erosion repair	As needed	Handwork	By Owner unless specified
3. Repair structural components	As needed per annual inspection	Dependent on type of damage. Repair structure per manufacture's recommendations.	By Owner unless specified
4. Remove debris and sediment	As needed per quarterly inspection	Schedule cleaning. Confined space entry and OSHA regulations must be followed.	By Owner unless specified

** For additional information, see MPCA Stormwater Manual
http://stormwater.pca.state.mn.us/index.php/Main_Page

Underground Storm Retention System
Property Owner Self Inspection and Maintenance Record

BMP ID		Location : Salem Hills Elementary School	
Owner			
Inspection Date		Inspector	

		Comments and location:
Trash/Debris	Yes/No	
Erosion	Yes/No	
Sediment	Yes/No	
Vegetation Repair	Yes/No	

Additional Inspection Comments - dewatering, weed types, specific vegetation needs, etc.

Maintenance Required	Yes/No	Immediate Maintenance Required	Yes/No
Maintenance completed date		Maintenance Contractor	

Maintenance Comments:

Please keep this self inspection record on site. Submit a copy to:

Thomas Kaldunski, City Engineer
City of InverGrove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y N				
STRUCTURES IN ESMT.	Y N	DESCRIPTION			
TREES IN ESMT.	Y N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	ACCEPTABLE	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					
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y N	COMMENTS:			
COLOR	Y N	COMMENTS:			
FLOATABLES IN DICHARGES	Y N	COMMENTS:			
STAINS/DEPOSITS IN STRUCT.	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

FIRE HYDRANT LICENSE AGREEMENT
SALEM HILLS ELEMENTARY SCHOOL

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 9th day of June, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Independent School District #199, a Minnesota public school corporation (hereinafter referred to as ISD #199). 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 ISD #199. Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Lot.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Lot.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 **Responsible Owner.** Responsible Owner means the fee title owner of the Subject Lot.

1.8 **Subject Lot.** Subject Lot means that certain metes and bounds parcel of real property *(Tax Parcel Identification Number: 20-03210-79-070)* legally described on the attached Exhibit B.

ARTICLE 2
RECITALS

Recital No. 1. ISD #199 owns the Subject Lot and, as provided in the Improvement Agreement of even date herewith, will be further improving the Subject Lot through the expansion of the educational institution currently located on the Subject Lot.

Recital No. 2. The City is willing to allow a Building Permit to be issued for the Subject Lot if, among other things, ISD #199 executes this Fire Hydrant License Agreement.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and

b.) provide a mechanism where the City may charge-back to the Subject Lot any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. ISD #199 currently owns the Subject Lot and ISD #199 is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Fire Hydrants.** ISD #199 agrees that the Fire Hydrants shall be installed at the sole expense of ISD #199.

3.2 **Maintenance of Fire Hydrants.** The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 **Standard of Maintenance.** ISD #199 shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance 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 with the Standard of Maintenance and the City shall have the right of access to the Subject Lot to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance 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 by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject 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 Subject 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 Subject Lot owned by the Responsible Owner 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 Subject 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 Subject Lot.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain of the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in 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 Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Lot for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Issuance of Building Permit. The City agrees that if the conditions set forth herein and the conditions set forth in the Improvement Agreement between ISD #199 and the City are met; the City will issue a building permit allowing for construction of the proposed improvements.

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 the Subject Lot, and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

INDEPENDENT SCHOOL DISTRICT #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
STANDARD OF MAINTENANCE

[to be attached – same documents as used for Simley High School and Hilltop Elementary]

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT LOT

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

> Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.
>
> Dakota County Tax Parcel Identification Number: 20-03210-79-070

PERMANENT WATER MAIN EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03210-79-070

THIS WATER MAIN EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03210-79-070 (Easement) is made, granted and conveyed this 9th day of June, 2014, between Independent School District #199, a Minnesota public school corporation (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

b.) to maintain the Permanent Easement Area, any City improvements and any underground water pipes or water mains (at its sole cost and expense, unless another recorded instrument provides otherwise), together with the right to excavate and refill ditches or trenches for the location of such water pipes or water mains; and

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

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

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
ISD #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

> Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.
>
> Dakota County Tax Parcel Identification Number: 20-03210-79-070

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

PERMANENT ACCESS LICENSE

THIS PERMANENT ACCESS LICENSE (License) is made, granted and conveyed this 9th day of June, 2014, by and between City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Independent School District #199, a Minnesota public school corporation (hereafter referred to as Landowner). City and Landowner do hereby agree:

RECITALS

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

B. The City has a number of utility easements located on the Landowner's Property for which the City may need access to from time to time.

C. Landowner is willing to grant the City access for ingress and egress and driveway purposes and uses incident and related thereto over, across through and upon all pathways, driveways and parking lots located on the Landowner's Property as changed, added to or relocated from time to time by Landowner for the purpose of the City accessing its utilities located within the City's utility easements.

AGREEMENTS AND GRANT OF LICENSE

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

   A permanent license for access for ingress and egress and driveway purposes and uses incident and related thereto over, across through and upon all pathways, driveways and parking lots located on the Landowner's Property as changed, added to or relocated from time to time by Landowner for the purpose of the City accessing utilities owned by the City located within the City's utility easements.

2. The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with City, its successors and assigns, that it is well seized in fee of the Landowner's Property and has good right to grant and convey the license herein to City.

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

4. 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 Landowner's Property prior to the date hereof.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of June, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER
ISD #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

_____
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:

> Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.
>
> Dakota County Tax Parcel Identification Number: 20-03210-79-070

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of Painting and Rubberized Flooring Projects for the VMCC

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED
Consider approval of hiring a painting contract not to exceed $40,000 and for the replacement of the rubberized flooring in an amount not to exceed $41,000 in the East Rink at the VMCC.

SUMMARY
Over the last few years we have been making capital improvements to the VMCC/Grove which has included improvements to the locker rooms, replacement of fitness equipment, painting of the pools and lobby etc.

We have secured quotes for the painting of the East Rink as follows:

Dura Pro Painting	$37,631
Schoenfelder Painting	$52,248

We have secured quotes for the replacement of the rubberized flooring in the East Rink as follows:

Becker Arena Products	$38,249
Value Plus	$44,084

We recommend the City Council approve hiring Dura Pro Painting and Becker Arena Products for the projects listed above. The projects are funded by the 2014 VMCC/Grove Budget.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Aquatics - Madeline Bauer, Connor Phares, Paul Leonidas, Kersten Schwanz, Samuel Frid, Parks – Ben Kocer, Mike Winberg, Jack Spadefore, Golf – Kori Scherer, Ross Dembsky, Gary Harker, Taylor Hosszu, Thomas Schearer, Recreation – Kassandra Klasen, Lukas Johnson, Brendan Yourczek, Thomas McGuire, Fitness – Ashley Prentice, Kids Rock – Rebecca Koperud, Brandilynn Schierland, Nora Nankivel, Megan Hooper, Lily Kane, Sabrina Mansur, Jessica Salo, Jill Cotone, Anna Dzieweczynski, Ashley Smith, Hailey Thompson, Cassandra Hansen, Samantha Ross, Casey Difronzo, Emily Kuhn, Julie Sinn, Benjamin Nelson, Streets – Samuel Nichols

Please confirm the seasonal/temporary termination of employment of: Fitness – Sarah Burke, Kayla Kuss, Pauline Miller, Taylor Floyd, Christine Joa, Aquatics – Nikolaus Schroeder, Michael Omodt-Lopez.

Please confirm the employment of: Kyle Ravn, Parks Maintenance Worker.

Please confirm the separation of employment of: Jonathon Pedersen, Firefighter, Dennis Tumberg, GIS Technician.

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONDUCT PUBLIC HEARING TO CONSIDER CHANGES IN CORPORATE OFFICERS

Meeting Date: June 9, 2014
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Conduct public hearing to consider approval of changes in the corporate officers for the 3.2 Off Sale Liquor Licenses held by Northern Tier Retail, LLC dba SuperAmerica #4411 and #4548

SUMMARY:

Staff has been notified that the corporate officers of Northern Tier Retail, LLC have changed. The changes are required to be approved by Council as they relate to the 3.2 Off Sale liquor licenses held by the company. Background investigations are being conducted on the new officers and the results will be presented at the public hearing.

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Dakota County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on Monday, June 9, 2014, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Tax Increment Refunding Bonds, Series 2014A, in the original aggregate principal amount of $2,295,000.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds. The proposals are attached hereto as EXHIBIT A.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2014A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,295,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City") as follows:

Section 1. Findings; Sale of the Bonds.

1.01. Findings and Determinations. It is hereby determined that:

(a) The City has duly established Development District No. 2 (the "District") pursuant to Minnesota Statutes, Sections 469.124 through 469.134 and Sections 469.174 through 469.1794 (the "TIF Act").

(b) The City has duly established Tax Increment Financing Districts Nos. 2-1 (the "TIF District") within the District pursuant to the TIF Act.

(c) The City is authorized by Section 469.178 of the TIF Act to issue and sell its general obligations to pay all or a portion of the public development costs related to the District as identified in the development plan for the District and the tax increment financing plan for the TIF District.

(d) On December 8, 2005, the City issued its General Obligation Tax Increment Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), dated December 8, 2005, in the original aggregate principal amount of $2,245,000, of which $545,000 in principal amount is currently outstanding. The proceeds of the Series 2005A Bonds were used to refund the City's General Obligation Tax Increment Bonds, Series 1995C (the "Series 1995C Bonds"), dated December 1, 1995, issued in the original aggregate principal amount of $3,050,000. Proceeds of the Series 1995C Bonds were used to finance the redevelopment costs within the TIF District.

(e) On December 8, 2005, the City issued its General Obligation Tax Increment Refunding Bonds, Series 2005B (the "Series 2005B Bonds" and, together with the Series 2005A Bonds, the "Refunded Bonds"), dated December 8, 2005, issued in the original aggregate principal amount of $4,010,000, of which $1,645,000 in principal amount is currently outstanding. The proceeds of the Series 2005B Bonds were used to refund the City's General Obligation Tax Increment Bonds, Series 2000A (the "Series 2000A Bonds"), dated February 9, 2000, in the original aggregate principal amount of $5,670,000. Proceeds of the Series 2000A Bonds were used to finance the redevelopment costs within the TIF District.

(f) The City is authorized by the TIF Act and Minnesota Statutes, Chapter 475, as amended (the "Act"), specifically Minnesota Statutes, Section 475.67, subdivision 3, of the Act, to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when

determined by the City Council to be necessary or desirable for the reduction of debt service cost to the City or for the extension or adjustment of maturities in relation to the resources available for their payment;

(g) It is necessary and desirable to reduce debt service costs of the City and therefore the City will issue its General Obligation Tax Increment Refunding Bonds, Series 2014A (the "Bonds"), in the original aggregate principal amount of $2,295,000 to refund the City's (i) Series 2005A Bonds, which will be called for redemption on July 15, 2014, in the aggregate principal amount of $545,000; and (ii) Series 2005B Bonds, which will be called for redemption on July 15, 2014, in the aggregate principal amount of $1,645,000.

(h) The City is authorized by Section 475.60, subdivision 2(9), of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent financial advisor in connection with such sale. The actions of the City staff and the City's financial advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Acceptance of Offer. The proposal of _____, _____, _____ (the "Purchaser"), to purchase the Bonds of the City described in the Terms of Proposal thereof is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of $_____ (par amount of the Bonds of $2,295,000.00, plus original issue premium of $_____, less underwriter's discount of $_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2014	%	2016	
2015			

1.03. Purchase Contract. Any original issue premium and any rounding amount shall be credited to the Debt Service Fund hereinafter created, or deposited in the Refunding Fund hereinafter created as determined by the City's financial advisor and the City Administrator. The City Administrator is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers forthwith. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Issuance of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of $2,295,000, originally dated July 1, 2014, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and which mature serially on December 15 in the years and amounts as follows:

Year	Amount	Year	Amount
2014	$1,015,000	2016	$640,000
2015	640,000		

1.05. No Optional Redemption. The Bonds are not subject to prepayment or redemption in advance of their maturity.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on June 15 and December 15 of each year, commencing December 15, 2014, to the registered owners of record as of the close of business on the last day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the last day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond.

Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of Bond. The Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Bond Counsel Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Tax Increment Refunding Bonds, Series 2014A Debt Service Fund (the "Debt Service Fund") hereby created, and the City hereby pledges to the Debt Service Fund tax increments ("Tax Increments") derived from or transferred into Tax Increment Financing District No. 2-1 ("Pledged Tax Increments"). There is hereby appropriated to the Debt Service Fund (i) any original issue premium and any rounding amount to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03; and (ii) the accrued interest paid by the Purchaser upon closing and delivery of the Bonds, if any. The debt service fund heretofore established for the Series 2005A Bonds pursuant to the resolution authorizing the sale and issuance of the Series 2005A Bonds shall be terminated on July 15, 2014, following the redemption of the Series 2005A Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created. The debt service fund heretofore established for the Series 2005B Bonds pursuant to the resolution authorizing the sale and issuance of the Series 2005B Bonds shall be terminated on July 15, 2014, following the redemption of the Series 2005B Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Finance Director will pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of the Pledged Tax Increments when collected.

4.02. Refunding Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, will be deposited in a separate fund (the "Refunding Fund") to be used solely to redeem and prepay the Refunded Bonds. Any balance remaining in the Refunding Fund after the redemption of the Refunded Bonds shall be deposited in the Debt Service Fund herein.

4.03. Debt Coverage on the Bonds. It is determined that estimated collections of Pledged Tax Increments for the payment of principal and interest on the Bonds will produce at least 5% in excess of the amount needed to meet when due, the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.04. Filing of Resolution. The City Administrator is directed to file a certified copy of this resolution with the County Auditor of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Reduction of Debt Service Cost. The Refunded Bonds are the City's (i) General Obligation Tax Increment Refunding Bonds, Series 2005A, dated December 8, 2005, issued in the original aggregate principal amount of $2,245,000, of which $545,000 in principal amount will be callable on July 15, 2014; and (ii) General Obligation Tax Increment Refunding Bonds, Series 2005B, dated December 8, 2005, issued in the original aggregate principal amount of $4,010,000, of which $1,645,000 in principal amount will be callable on July 15, 2014. It is hereby found and determined that based upon information presently available from the City's financial advisor, the issuance of the Bonds is consistent with covenants made with the holders thereof and is necessary and desirable for the reduction of debt service cost to the City.

5.02. Debt Coverage on the Refunded Bonds. It is hereby found and determined that the proceeds of the Bonds, along with funds on hand at the City, will be sufficient to prepay all of the principal of and interest on the Refunded Bonds.

5.03. Notice of Call for Redemption. The Refunded Bonds maturing on February 1, 2015 and thereafter will be redeemed and prepaid on July 15, 2014. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBITS C-1 and C-2 which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Refunded Bonds is authorized and directed to send a copy of the Notices of Call for Redemption to each registered holder of the Refunded Bonds.

Section 6. Authentication of Transcript.

6.01. Transcript. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

6.02. Official Statement. The Mayor, City Administrator, and Finance Director are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor and City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action

which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

7.02. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

7.03. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the Series 2005A Bonds were designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, the average maturity of the Bonds is not longer than the average maturity of the Series 2005A Bonds and the Bonds mature not later than 30 years after the date the Series 2005A Bonds were issued and therefore the Bonds issued to refund the outstanding principal amount of the Series 2005A Bonds are deemed designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code in the amount of $545,000;

(c) the City designates the Bonds, to the extent the principal amount exceeds the outstanding principal amount of the Series 2005A Bonds (i.e. $545,000), as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2014 will not exceed $10,000,000; and

(e) not more than $10,000,000 of obligations issued by the City during calendar year 2014 have been designated for purposes of Section 265(b)(3) of the Code.

7.04. Federal Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-___ UNITED STATES OF AMERICA $_____
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION TAX INCREMENT REFUNDING BOND
SERIES 2014A

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	July 1, 2014	

Registered Owner: Cede & Co.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable June 15 and December 15 in each year, commencing December 15, 2014, to the person in whose name this Bond is registered at the close of business on the last day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption or prepayment in advance of their maturity.

This Bond is one of an issue in the aggregate principal amount of $2,295,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on June 9, 2014 (the "Resolution"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 469.178 and Chapter 475, as amended, specifically Minnesota Statutes, Section 475.67, and the principal hereof and interest hereon are payable primarily from tax increments resulting in increases in the taxable value of real property in Tax Increment District No. 2-1 in the City (the "TIF District") as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency of tax increments pledged, which taxes may be levied

without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in minimum denominations of $5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the $10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: July 1, 2014

CITY OF INVER GROVE HEIGHTS, MINNESOTA

(Facsimile)	(Facsimile)
Mayor	City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Authorized Representative

_____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of _____

Additional abbreviations may also be used though not in the above list.

_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

EXHIBIT C-1

NOTICE OF CALL FOR REDEMPTION
FOR THE SERIES 2005A BONDS

$2,245,000
CITY OF INVER GROVE HEIGHTS, MINNESOTA
GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2005A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), there have been called for redemption and prepayment on

July 15, 2014

all outstanding bonds of the City designated as General Obligation Tax Increment Refunding Bonds, Series 2005A, dated December 8, 2005, having stated maturity dates of February 1 in the years 2015 through 2017, both inclusive, totaling $545,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2015	$180,000	461219 MH7
2016	180,000	461219 MJ3
2017	185,000	461219 MK0

The bonds are being called at a price of par plus accrued interest to July 15, 2014, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before July 15, 2014, at the following address:

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT C-2

NOTICE OF CALL FOR REDEMPTION
FOR THE SERIES 2005B BONDS

$4,010,000
CITY OF INVER GROVE HEIGHTS, MINNESOTA
GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS
SERIES 2005B

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), there have been called for redemption and prepayment on

July 15, 2014

all outstanding bonds of the City designated as General Obligation Tax Increment Refunding Bonds, Series 2005B, dated December 8, 2005, having stated maturity dates of February 1 in the years 2015 through 2021, both inclusive, totaling $1,645,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2015	$150,000	461219 MS3
2016	160,000	461219 MT1
2017	170,000	461219 MU8
2018	275,000	461219 MV6
2019	285,000	461219 MW4
2020	295,000	461219 MX2
2021	310,000	461219 MY0

The bonds are being called at a price of par plus accrued interest to July 15, 2014, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before July 15, 2014, at the following address:

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

STATE OF MINNESOTA	)
	)
COUNTY OF DAKOTA	) SS.
	)
CITY OF INVER GROVE HEIGHTS	)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on June 9, 2014, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Tax Increment Refunding Bonds, Series 2014A, in the original aggregate principal amount of $2,295,000.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2014.

_____
City Administrator
Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA

COUNTY OF DAKOTA

CERTIFICATE OF COUNTY AUDITOR AS TO REGISTRATION WHERE NO AD VALOREM TAX LEVY

I, the undersigned County Auditor of Dakota County, Minnesota, hereby certify that a resolution adopted by the City Council of the City of Inver Grove Heights, Minnesota (the "City"), on June 9, 2014, relating to General Obligation Tax Increment Refunding Bonds, Series 2014A, in the original aggregate principal amount of $2,295,000 dated July 1, 2014, has been filed in my office and said obligations have been registered on the register of obligations in my office.

WITNESS My hand and official seal this ____ day of _____, 2014.

COUNTY AUDITOR
DAKOTA COUNTY, MINNESOTA

By: _____

Its: _____

(SEAL)

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

JEFF LEYDE – Case No. 14-09ZPA

Meeting Date:	June 9, 2014
Item Type:	Consent Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

X	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 accepting the applicant's requested 60-day rule extension to October 17, 2014 for a comprehensive plan and rezoning requests.

SUMMARY

The City Council reviewed the item again on May 27 and felt uncomfortable approving the comprehensive plan amendment and rezoning without also reviewing a site plan. The second 60-day extension for this request ends on June 21, 2014. The Council asked the applicant if they would be willing to table the comp plan and rezoning requests and submit an application for a conditional use permit so the Council could review all three at a future meeting.

The applicant has agreed to table the comp plan and rezoning requests and submit a conditional use permit application for site plan approval. In order to provide time to prepare plans and conduct the public review process, the applicant has submitted a letter agreeing to table the request until October 17, 2014.

RECOMMENDATION

The City Attorney has drafted a resolution for the Council to adopt accepting the extended time to October 17, 2014.

Attachments: Resolution Approving Request to Extend 60-day Time Frame.
Letter from Applicant

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING A REQUEST TO EXTEND TIME UNDER MINNESOTA STATUTES § 15.99 RELATING TO A COMPREHENSIVE PLAN AND REZONING APPLICATION BY JEFF LEYDE (PLANNING CASE NO. 14-09ZPA)

RESOLUTION NO. _____

WHEREAS, Applicant, Jeff Leyde, applied to the City for a comprehensive plan amendment and a rezoning under City Planning Case No. 14-09ZPA.

WHEREAS, before the end of the initial 60 day period to vote on the applications, the City, pursuant to Minnesota Statutes § 15.99, Subd. 3(f) extended the time period an additional 60 days to June 21, 2014.

WHEREAS, Minnesota Statutes § 15.99, Subd. 3(g) provides that an applicant may by written notice to the City request a further extension of the time limit under Minnesota Statutes § 15.99.

WHEREAS, Applicant has requested an extension of time to and including October 17, 2014.

WHEREAS, the City Council is agreeable to an extension of time to and including October 17, 2014.

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

1. The City Council does hereby approve the request to extend the deadline under Minnesota Statutes § 15.99 to and including October 17, 2014.

2. Pursuant to the request, the deadline for approval or denial of the applications and for providing a written statement of the Council actions shall be October 17, 2014.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of June, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Johnson King, PLLC
7201 West 78th Street, Suite 207
Edina, MN 55439
Phone 612-466-0668
Fax 612-466-2927

JAREN L. JOHNSON *
jjohnson@jk-lawoffice.com

June 2, 2014

Allen Hunting
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Jeff Leyde – Case No. 14-09ZPA
Comp Plan Amendment and Rezoning from low density to high density residential
Property generally located at Brent Ave. between 49th and 50th Streets

Dear Mr. Hunting:

This letter follows the hearing on May 27, 2014 before the Inver Grove Heights City Council at which the above referenced application was heard.

Pursuant to the discussions at said hearing, the above applicant desires and hereby requests that the deadline for approval or denial of the above application for a comprehensive land use amendment and rezoning be extended to October 17, 2014.

The applicant will be commencing a parallel application for a conditional use permit related to the same project and anticipates that the two applications will be heard before the City Council after the new application makes its way through the city approval process.

With kind regards,

JOHNSON KING, PLLC

Jaren L. Johnson

JLJ/
cc: Jeff Leyde

* MSBA Board Certified
Real Property Law Specialist

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

GREGORY MICHAEL DAMIANI - Case No. 14-16CV

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
			Other

PURPOSE/ACTION REQUESTED
Consider the following requests for property located at 8709 Ann Marie Trail;

a) A Resolution relating to a **Conditional Use Permit** to allow sheet metal siding on a portion of an accessory building in the E-1, Estate Residential zoning district.
- Requires a 4/5th's vote

b) A Resolution relating to a **Variance** to allow a 2,200 square foot accessory building whereas 1,600 square feet is the maximum size allowed.
- Requires a 3/5th's vote
- 60-day deadline: June 21, 2014 (first 60 days)

SUMMARY
The applicant is requesting to expand an existing accessory building by adding 1,600 square feet onto the 600 square foot structure, for a total of 2,200 square feet. The maximum size allowed for a detached structure is 1,600 square feet. The applicant is also requesting to have corrugated siding on a portion of the building. Sheet metal siding is allowed on accessory buildings in the E-1 zoning district by conditional use permit (CUP). The subject lot is 4.1 acres in size and located in the E-1, Estate Residential district.

The applicant has stated that the additional size for the accessory building is needed to store his own personal items. The accessory building would be in compliance with setbacks and impervious surface standards. City Code allows property in the E-1 districts, 2.5 acres – 5 acres in size, one detached accessory building up to 1,600 square feet; allowing a structure larger than 1,600 square feet could set a precedent. The maximum accessory building size standards are not precluding the homeowner from reasonable use of the property; the property would still function as a single family residence with an attached garage and a detached accessory building up to 1,600 square feet in size.

The proposed Conditional Use Permit for sheet metal siding meets the criteria relating to land use impacts such as setbacks and aesthetics, environmental impacts, public health and safety impacts and consistency with the Comprehensive Plan and Zoning Ordinance.

City Staff: Staff recommends **denial** of the variance request as it does not meet the variance criteria, including the lack of a practical difficulty and the size standards are not precluding the homeowner from reasonable use of the property. Staff recommends **approval** of the CUP for sheet metal siding on an accessory building with the conditions listed in the attached resolution.

Planning Commission: At the May 20, 2014 meeting the Planning Commission recommended **denial** of the variance to allow a 2,200 square foot accessory building (8-0) and **approval** of the conditional use permit for sheet metal siding with the conditions listed (8-0).

Attachments: CUP Resolution
Variance Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

Damiani
Case No. 14-16CV

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 8709 Ann Marie Trail, Inver Grove Heights, MN and legally described as:

See Exhibit A

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

WHEREAS, the aforedescribed property is zoned E-1, Estate Residential;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 20, 2014;

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

1. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.

2. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
3. A certified grading and erosion control plan approved by the City Engineer shall be required at the time of building permit application.
4. The northerly driveway going to the tuck-under garage shall be converted to grass to comply with the impervious surface requirements.

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

Adopted by the City Council of Inver Grove Heights on the 9th day of June, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Exhibit A

That part of the North Half of the Southwest Quarter of Section 17, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said North Half of the Southwest quarter; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of said North Half of the Southwest Quarter a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "POINT A" on the boundary line of VALI HI, according to the recorded plat thereof on file in the office of the County Record in said county and state, said point being the point of beginning of the property to be described, thence North 69

degrees 25 minutes 20 seconds East 160.00 feet; thence north 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence north 89 degrees 22 minutes 20 seconds East 169.00 feet more or less to a point on the northerly extension of the west line of Lot 3, Block 2, said VALI HI; thence South 0 degrees 44 minutes 20 seconds West along the westerly boundary of Lots 3 and 6, Block 2, and the northerly extension thereof a distance of 459.30 feet to the southwest corner of said Lot 6; thence South 84 degrees 29 minutes 20 seconds West 202.79 feet along the northerly right of way line of Ann Marie Trail as dedicated in said plat of VALI HI; thence North 63 degrees 31 minutes 40 seconds West, continuing along said northerly right of way line 209.50 feet; thence north 26 degrees 15 minutes 50 seconds West, and along said northerly right of way line, a distance of 250.73 feet more or less to said "POINT A", the point of beginning.

Together with a perpetual non-exclusive easement for roadway purposes over and across an adjoining strip of land, such strip being fifteen feet in width, the Southerly line of which is described as follows:

Commencing at the northwest corner of the north 1/2 of the southwest 1/4 of Section 17, Township 27 North, Range 22 west; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of the north 1/2 of said southwest 1/4 a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "POINT A" on the boundary line of VALI HI, according to the recorded plat thereof on file in the office of the County Recorder in said county and state said "POINT A" being the point of beginning of the line to be described, thence north 69 degrees 25 minutes 20 seconds East 160.00 feet; thence north 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence North 89 degrees 22 minutes 20 seconds East 169.00 feet more or less a point on the northerly extension of the west line of Lot 3, Block 2 VALI HI and there terminating.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW A 2,200 SQUARE FOOT ACCESSORY BUILDING WHEREAS 1,600 SQUARE FEET IS THE MAXIMUM SIZE ALLOWED

CASE NO. 14-16CV
Damiani

WHEREAS, an application for a Variance has been submitted for the property located at 8709 Ann Marie Trail and legally described as:

See Exhibit A

WHEREAS, the request is to construct a 2,200 square foot accessory building whereas 1,600 gross square feet is the maximum size allowed;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 20, 2014 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the garage variance. The property would still function as a single family residence with an attached garage and a detached accessory building up to 1,600 square feet in size.

2. Approval of the variance could set a precedent for other accessory building size variances on lots 2.5 – 5 acres in size.

3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the proposed size of the garage may be considered a convenience to the applicant, not a practical difficulty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 2,200 square foot accessory building is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this _9th___ day of _June__, 2014.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Exhibit A

That part of the North Half of the Southwest Quarter of Section 17, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said North Half of the Southwest quarter; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of said North Half of the Southwest Quarter a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "POINT A" on the boundary line of VALI HI, according to the recorded plat thereof on file in the office of the County Record in said county and state, said point being the point of beginning of the property to be described, thence North 69

degrees 25 minutes 20 seconds East 160.00 feet; thence north 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence north 89 degrees 22 minutes 20 seconds East 169.00 feet more or less to a point on the northerly extension of the west line of Lot 3, Block 2, said VALI HI; thence South 0 degrees 44 minutes 20 seconds West along the westerly boundary of Lots 3 and 6, Block 2, and the northerly extension thereof a distance of 459.30 feet to the southwest corner of said Lot 6; thence South 84 degrees 29 minutes 20 seconds West 202.79 feet along the northerly right of way line of Ann Marie Trail as dedicated in said plat of VALI HI; thence North 63 degrees 31 minutes 40 seconds West, continuing along said northerly right of way line 209.50 feet; thence north 26 degrees 15 minutes 50 seconds West, and along said northerly right of way line, a distance of 250.73 feet more or less to said "POINT A", the point of beginning.

Together with a perpetual non-exclusive easement for roadway purposes over and across an adjoining strip of land, such strip being fifteen feet in width, the Southerly line of which is described as follows:

Commencing at the northwest corner of the north 1/2 of the southwest 1/4 of Section 17, Township 27 North, Range 22 west; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of the north 1/2 of said southwest 1/4 a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "POINT A" on the boundary line of VALI HI, according to the recorded plat thereof on file in the office of the County Recorder in said county and state said "POINT A" being the point of beginning of the line to be described, thence north 69 degrees 25 minutes 20 seconds East 160.00 feet; thence north 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence North 89 degrees 22 minutes 20 seconds East 169.00 feet more or less a point on the northerly extension of the west line of Lot 3, Block 2 VALI HI and there terminating.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 20, 2014

SUBJECT: **GREGORY MICHAEL DAMIANI – CASE NO. 14-16CV**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow sheet metal siding on an accessory building in the E-1, Estate Residential zoning district, and a variance to allow a 2,200 square foot accessory building whereas 1,600 square feet is the maximum size allowed, for the property located at 8709 Ann Marie Trail. 43 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is allowed one detached accessory structure up to 1,600 square feet in size. The applicant is proposing to add 1,600 square feet onto his existing 600 square foot detached garage, for a total of 2,200 square feet. The applicant is requesting to have corrugated siding on a portion of the building. Sheet metal siding is allowed on accessory buildings in this zoning district by conditional use permit (CUP). Staff recommends denial of the variance for the reasons stated in the report, and approval of the CUP for sheet metal siding for a detached building up to 1,600 square feet in size, with the conditions listed in Alternative A.

Chair Hark asked what size building would be allowed if the lot were five acres or greater.

Mr. Hunting replied up to two structures would be allowed, for a total of 2,400 square feet.

Commissioner Lissarrague asked if staff received any comments from neighbors opposed to the request.

Mr. Hunting replied they received one general inquiry from a neighbor, but no negative comments.

Commissioner Simon asked for clarification of the amount of impervious surface being proposed.

Mr. Hunting advised the applicants were allowed a maximum of 17,869 square feet of impervious surface and were proposing 15,031; thereby complying with code requirements.

Opening of Public Hearing
Gregory Michael Damiani, 1691 East Rose Avenue, St. Paul, advised he was available to answer any questions.

Chair Hark asked if the applicant had read and understood the report.

Mr. Damiani replied in the affirmative. He advised that he has been doing extensive remodeling work on the property since he purchased it in February. His family hopes to move in September 2014. He stated he needs the requested amount of space to store his equipment, such as his 28 foot travel trailer, fish house, boat, etc. He stated that he does triple-towing, which totals 63 feet in length, and he intends to use the natural driveway to pull through since it is difficult to maneuver. He plans to remove a portion of the original driveway and replace it with trees and a berm. He stated the configuration of the property is such that only a quarter section is considered back yard. The new driveway would just be used in the summer and would be made of Class 5 gravel. He showed a rendering of what the home would look like when the remodeling was complete, including a new attached garage. He stated that expanding the size of the proposed attached garage would require the removal of three desirable trees.

Chair Hark asked the applicant if he had spoken with any of the neighbors.

Mr. Damiani replied he had spoken with the property owner directly behind him (who he shared the driveway with) and he had not voiced any concerns. He also spoke with Gary Kaufenberg, who was in the audience tonight.

Chair Hark asked if the applicants planned to move into the house before the full remodel was complete.

Mr. Damiani replied he anticipated a September move-in when the renovation was complete.

Gary Kaufenberg, 8699 Ann Marie Trail, stated he was the neighbor that would be most affected and he was concerned with the size of the proposed building, the amount of power being brought in, and the potential for it to change into a commercial enterprise. He recommended denial of the variance.

Commissioner Lissarrague asked Mr. Kaufenberg if he would be able to see the proposed detached garage in the summertime.

Mr. Kaufenberg replied in the affirmative.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark stated that although the subject property was larger than the others in the neighborhood and had been sitting vacant for quite some time, he did not see a practical difficulty and he felt the request was more of a convenience.

Commissioner Klein stated he would prefer to vote on the two requests separately.

Planning Commission Recommendation

Motion by Commissioner Klein, second by Commissioner Gooch, to approve the request for a conditional use permit to allow sheet metal siding on an accessory building, with the four conditions listed in the report, for the property located at 8709 Ann Marie Trail.

Motion carried (8/0).

Commissioner Wippermann noted that prior to 2006 only 1,000 square feet was allowed, it was then raised to 1,600 square feet, and the applicant was now requesting an additional 600 square feet. He stated there was a lack of practical difficulty and the request did not meet the variance guidelines.

Commissioner Lissarrague asked if the applicant could gain the requested square footage by building a larger attached garage instead.

Mr. Hunting replied in the affirmative, stating there were no specific size limits for attached garages.

Commissioner Lissarrague stated had a neighbor not come forward in opposition he would have supported the request. In his opinion the practical difficulty was that the owner could build a larger attached garage instead; however, it would require removal of three desirable trees and likely reduce neighboring property values.

Commissioner Scales stated that using that as a practical difficulty could result in many oversized buildings in the City, and therefore he would not support it.

Motion by Commissioner Maggi, second by Commissioner Simon, to deny the request for a variance to allow a 2,200 square foot accessory building whereas 1,600 square feet is the maximum size allowed, based on the lack of a practical difficulty.

Motion carried (8/0). This item goes to the City Council on June 9, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 13, 2014 **CASE NO.:** 14-16CV

HEARING DATE: May 20, 2014

APPLICANT AND PROPERTY OWNER: Gregory Michael Damiani

REQUEST: A variance to construct an accessory building larger than 1,600 square feet and a conditional use permit to allow sheet metal siding on an accessory building.

LOCATION: 8709 Ann Marie Trail

COMP PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant would like to construct a 2,200 square foot detached accessory building on the property whereas 1,600 square feet is the maximum size allowed. There is currently a 585 square foot accessory building on the property; the proposed structure would be added on to this building. The sides of the building facing the house would be constructed with hardie-board siding with the remainder of the building being sheet metal siding, matching the color of the hardie-board.

The applicant's property is 4.1 acres in size and zoned E-1, Estate Residential. City Code allows property in the A and E-1 districts, 2.5 acres – 5 acres in size, one detached accessory building up to 1,600 square feet. Sheet metal siding is allowed on accessory buildings in the A and E-1 zoning districts by conditional use permit (CUP).

The applicant has stated that the additional size is needed to store his own personal items, which includes a 28-foot travel trailer, ice fishing house, boat, vehicles and lawn equipment. The accessory building would be in compliance with setbacks and impervious surface standards. The closest neighboring home would be about 160 feet away from the accessory building. The property is allowed 17,869 square feet of total impervious surface. The applicant is planning on removing an existing gravel drive and adding a new driveway on the north side of the building, along with the detached garage addition, attached garage addition and turnaround drive area. The estimated total impervious surface on the property would be about 15,031 +/- square feet, complying with code requirements.

SPECIFIC REQUEST

The following specific applications are being requested:

A.) A **Variance** to construct an accessory building 2,200 square feet in size whereas 1,600 square feet is allowed by code.

B.) A **Conditional Use Permit** to allow sheet metal siding on a portion of an accessory building in the E-1, Estate residential district.

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

North and West -	Single-family; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
East and South -	Single-family; zoned E-2, Estate Residential; guided RDR, Rural Density Residential

EVALUATION OF REQUEST:

Variance City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The City Council reviewed the accessory structure size requirements in 2006. The Council revised the ordinance, Section 10-15-18C states: *On lots 2.5 acres or more, but less than 5 acres in size which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of 1,600 square feet.* Prior to 2006 all lots less than 5 acres were allowed a 1,000 square foot accessory building.

With this in mind, granting the variance may establish a precedence that is contrary to the intent of the City Code.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

City Code allows for larger accessory buildings on lots 2.5 acres or greater; allowing a structure larger than 1,600 square feet could set a precedent for other properties in the 2.5 – 5 acre lot size. The maximum accessory building size standards are not precluding the homeowner from reasonable use of the property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is 4.1 acres in size. The current tuck under garage will be turned into a rec room and the property owner is planning to construct a new attached garage along with the proposed detached structure. The request for a larger structure would be for the property owners own personal use. This variance may be considered a convenience to the applicant, not a practical difficulty.

4. *The variance will not alter the essential character of the locality.*

The surrounding properties are acreage lots with topographical challenges and are heavily wooded. The structure would be setback over 200 feet from the road and would be screened with trees from abutting properties. The proposed structure would be one of largest detached structures in the neighborhood, if not the largest. Allowing a 2,200 square foot building could alter the character of the neighborhood as abutting properties are less than 2.5 acres in size and only allowed one detached building up to 1,000 square feet in size.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

Conditional Use Permit Sheet metal siding on pole buildings is a conditionally permitted use in the E-1, Estate Residential zoning district. Two sets of zoning code review criteria apply to sheet metal pole buildings. The first set is specific to sheet metal sided accessory buildings. The second is a general set of criteria applicable to all conditional use permits.

Sheet Metal Siding CUP Criteria
Section 10-15-17 and 10-15-18 of the Zoning Regulations list criteria for accessory buildings.

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

   The applicant has stated the proposed building meets these specifications.

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

   This criterion has been met. The pole building is proposed to be located over six feet away from the house.

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

   This criterion has been met. The building would be setback about 68 feet from the closest property line to the east.

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

ALTERNATIVES

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

A. Approval If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the requests with at least the following conditions:

- Approval of a **Variance** to allow a 2,200 square foot accessory building whereas 1,600 square feet is the maximum size allowed subject to the following conditions:

  1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
  2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
  3. A certified grading and erosion control plan approved by the City Engineer shall be required at the time of building permit application.
  4. The northerly driveway going to the tuck-under garage shall be converted to grass to comply with the impervious surface requirements.

- Approval of the **Conditional Use Permit** to allow sheet metal siding subject to the following conditions:

  1. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
  2. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
  3. A certified grading and erosion control plan approved by the City Engineer shall be required at the time of building permit application.
  4. The northerly driveway going to the tuck-under garage shall be converted to grass to comply with the impervious surface requirements.

B. Denial If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the garage variance. The

property would still function as a single family residence with an attached garage and an accessory building up to 1,600 square feet in size.

2. Approval of the variance could set a precedent for other accessory building size variances on lots 2.5 – 5 acres in size.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the proposed size of the garage may be considered a convenience to the applicant, not a practical difficulty.

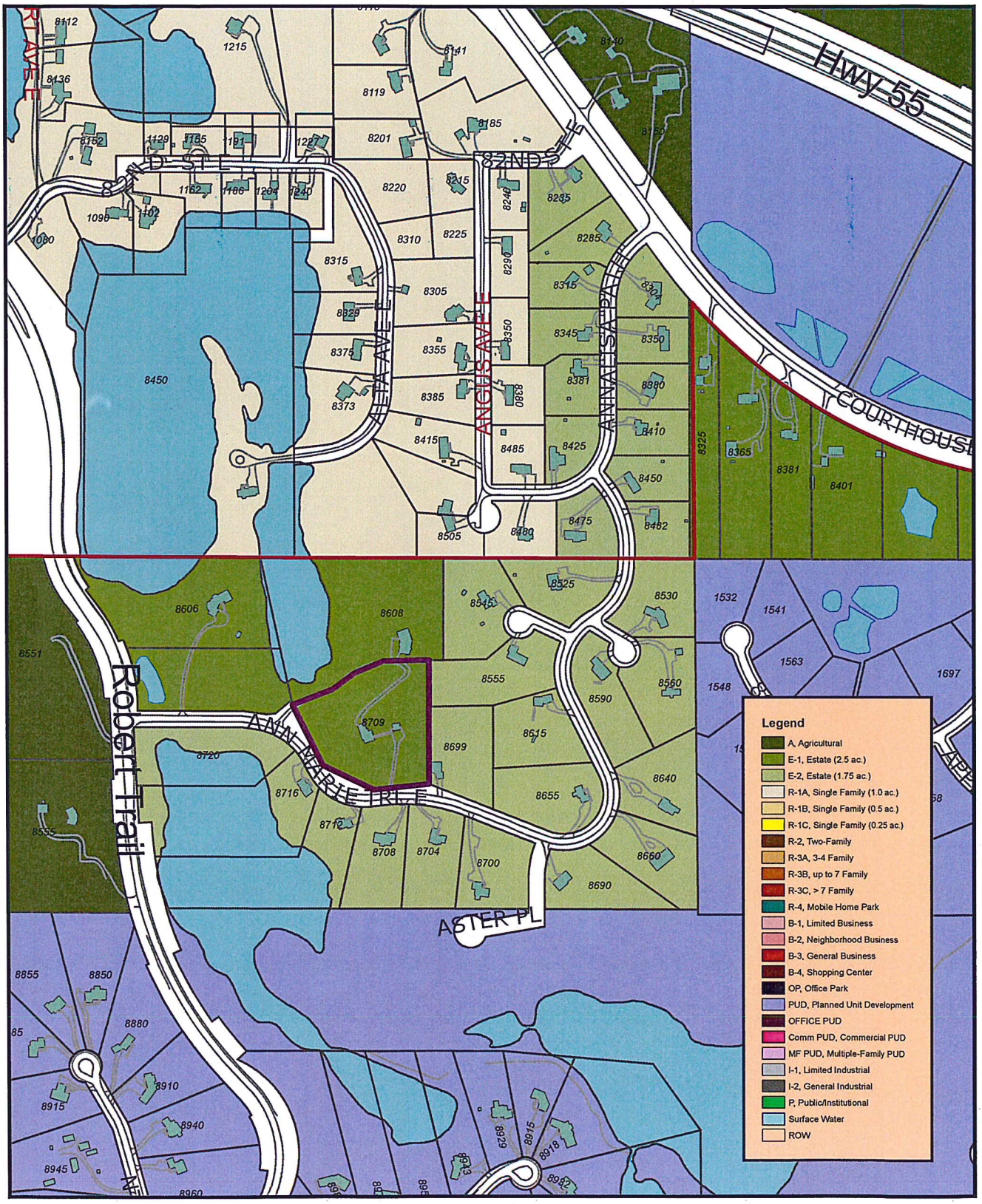
RECOMMENDATION

Based on the information in the preceding report and the reasons listed in Alternative B, staff is recommending denial of the **variance** request to allow a 2,200 square foot accessory building as the request does not meet the variance criteria.

A **conditional use permit** for sheet metal siding is also being requested for an accessory building. Staff would support a conditional use permit for a detached building up to 1,600 square feet in size with the conditions listed in Alternative A.

Attachments:
Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – Elevation Plan

Damiani Residence
Case No. 14-16CV



N

Map not to scale

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Exhibit A
Zoning and Location Map

I am applying for approval to construct a detached accessory structure, which would be attached to an existing 585 sq. ft. accessory structure, for a resulting single 2,200 sq. ft. accessory structure. As a result of the northerly right of way of Ann Marie Trail abutting my property, my lot is a unique size of 4.1022 acres. My need for a variance stems from wanting to use my irregular-sized lot in a reasonable manner not permitted by the City's Zoning Ordinance.

My property is zoned E-1, Estate 2.5 acres. The maximum land use standards for E-1 accessory structures >/ = 5 acres is two structures/2,400 sq. ft. and <5 acres is one structure/1,600 sq. ft. The City's Comprehensive Plan states that rural density residential lots in this area are likely to have accessory uses such as small storage buildings associated with hobby farms and other related uses. I believe my proposed accessory structure is in harmony with the other related uses referenced above. Additionally, it is clear that City Code 10-15-17C.4. was written in contemplation of the construction of steel pole sheds/barns, which is my intent.

Currently, there is a detached, two-car garage accessory structure located on my property, and near the garage are two driveways that do no intersect. My proposed structure attaches to the existing structure and utilizes a pull through feature that will allow me to enter the structure from one driveway and exit the structure onto the other driveway. The proposed building site is relatively level with few trees. The proposed structure is not detrimental to public welfare or the neighborhood, does not affect the supply of light or air to adjacent properties, or alter the essential character of the neighborhood.

A structure such as the one I am proposing would greatly enhance the ease of maneuvering my recreational vehicles into storage. I own an 8 x 20 ice fishing house, 28-foot travel trailer, 19-foot fishing boat with 22-foot trailer, 14-foot aluminum utility trailer, three Chevrolet Tahoes, a Silverado, and a John Deere lawn tractor and pull behind trailer. I want to be able to store these items on my property in a structure that provides shelter from the elements as well as reduces the probability of the items being stolen or vandalized if they are parked in the open, which is unsafe and unsightly. Additionally, my hobby is wood-working, so I own several pieces of wood working equipment and lumber that need to be stored. The existing 585 sq. ft. accessory structure is inadequate to store my personal property and it is unreasonable to store these items outdoors or off-site.

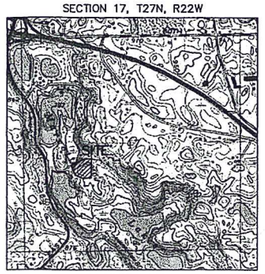
It is my desire to comply with City Code 10-15-18: Accessory Structures; however, my practical difficulty in complying with the zoning ordinance is that my lot is just less than 5 acres, but is substantially larger than 2.5 acres. The configuration of the larger accessory structure allows utilization of both driveways via the pull through feature and provides adequate storage for my personal property. The proposed structure is more in line with the land use standards for a lot of my size and is a compromise of the two land use maximum standards. For these reasons, I am seeking a variance and conditional use permit to allow for a single 2,200 sq. ft. accessory structure on my property.

THE DAMIANI RESIDENCE

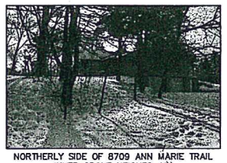
8709 ANN MARIE TRAIL

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

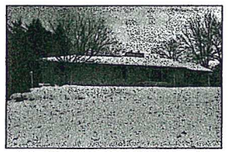
SECTION 17, T27N, R22W



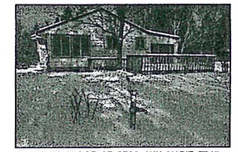
VICINITY MAP
(NO SCALE)



NORTHERLY SIDE OF 8709 ANN MARIE TRAIL
INVER GROVE HEIGHTS, MN



WESTERLY SIDE OF 8709 ANN MARIE TRAIL
INVER GROVE HEIGHTS, MN

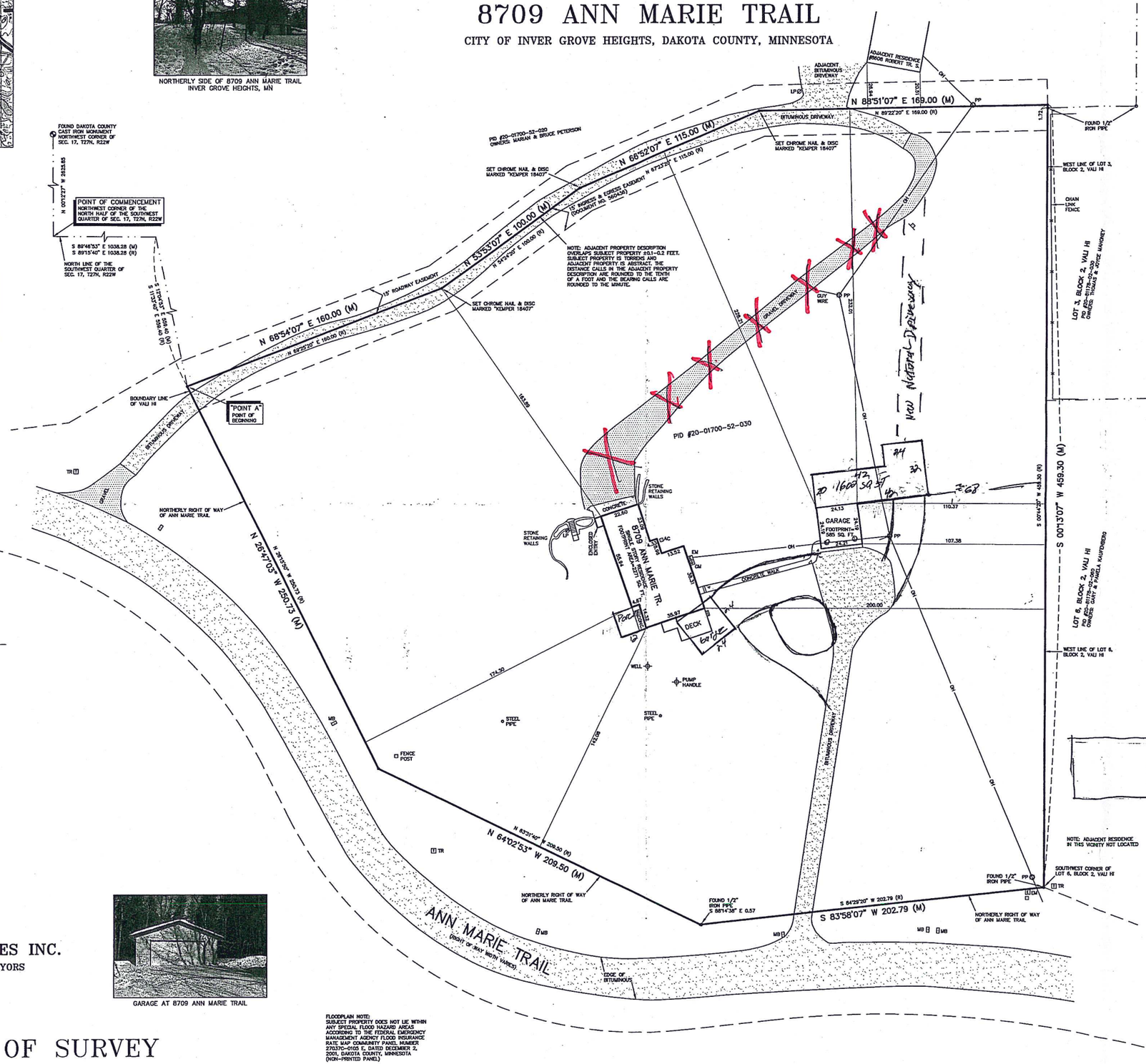


SOUTHERLY SIDE OF 8709 ANN MARIE TRAIL
INVER GROVE HEIGHTS, MN

0 15 30
1 INCH EQUALS 30 FEET

BASIS FOR BEARINGS:
DAKOTA COUNTY
COORDINATE SYSTEM
(NAD 83, 1996)

(VIA REAL TIME GPS
MEASUREMENTS TO
DAKOTA COUNTY
MONUMENTS UTILIZING
MINNESOTA DEPARTMENT
OF TRANSPORTATION
VRS NETWORK)



LEGAL DESCRIPTION

CERTIFICATE OF TITLE NO. 128130

That part of the North Half of the Southwest Quarter of Section 17, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:
Commencing at the northwest corner of said North Half of the Southwest Quarter; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of said North Half of the Southwest Quarter a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "POINT A" on the boundary line of VALI HI, according to the recorded plat thereof on file in the office of the County Record in said county and state, said point being the point of beginning of the property to be described; thence North 69 degrees 25 minutes 20 seconds East 160.00 feet; thence North 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence North 89 degrees 22 minutes 20 seconds East 169.00 feet more or less to a point on the northerly extension of the west line of Lot 3, Block 2, said VALI HI; thence South 0 degrees 44 minutes 20 seconds West along the westerly boundary of Lots 3 and 6, Block 2, and the northerly extension thereof a distance of 459.30 feet to the southwest corner of said Lot 6; thence South 84 degrees 29 minutes 20 seconds West 202.79 feet along the northerly right of way line of Ann Marie Trail as dedicated in said plat of VALI HI; thence North 63 degrees 31 minutes 40 seconds West, continuing along said northerly right of way line 209.50 feet; thence North 28 degrees 15 minutes 50 seconds West, and along said northerly right of way line, a distance of 250.73 feet more or less to said "POINT A", the point of beginning.

Together with a perpetual non-exclusive easement for roadway purposes over and across an adjoining strip of land, such strip being fifteen feet in width, the Southerly line of which is described as follows:
Commencing at the northwest corner of the north 1/2 of the southwest 1/4 of Section 17, Township 27 North Range 22 West; thence South 89 degrees 15 minutes 40 seconds East (bearing assumed) along the north line of the north 1/2 of said southwest 1/4 a distance of 1038.28 feet; thence South 11 degrees 33 minutes 40 seconds East 559.40 feet to a point labeled as "Point A" on the boundary line of Vali HI, according to the recorded plat thereof on file in the office of the County Recorder in said County and State said "POINT A" being the point of beginning of the line to be described; thence North 69 degrees 25 minutes 20 seconds East 160.00 feet; thence North 54 degrees 24 minutes 20 seconds East 100.00 feet; thence North 67 degrees 23 minutes 20 seconds East 115.00 feet; thence North 89 degrees 22 minutes 20 seconds East 169.00 feet more or less to a point on the northerly extension of the west line of Lot 3, Block 2, VALI HI and there terminating.

PROPERTY AREA =
178,692 SQ. FT.
OR 4.1022 ACRES

ZONING REQUIREMENTS

ZONED E-1 – 2½ ACRE ESTATE DISTRICT
SUBJECT TO SHORELAND MANAGEMENT OVERLAY DISTRICT

MINIMUM LOT AREA – 2½ ACRES

MINIMUM LOT WIDTH – 200 FEET

MAXIMUM IMPERVIOUS SURFACE COVERAGE –
10% BUT NOT LESS THAN 16,335 SQ. FT.

MAXIMUM HEIGHT – 35 FEET

BUILDING SETBACKS:
FRONT – 30 FEET
SIDE – 10 FEET
REAR – 50 FEET

ACCESSORY STRUCTURES:
MAXIMUM SIZE – 1,000 SQ. FT.
MAXIMUM NUMBER – 1
FRONT SETBACK – 30 FEET
SIDE SETBACK – 10 FEET (LESS THAN 1000 SQ. FT.)
– 50 FEET (GREATER THAN 1000 SQ. FT.)
REAR SETBACK – 50 FEET
MAXIMUM HEIGHT – 25 FEET
THERE SHALL BE A MINIMUM SPACE OF 6 FEET BETWEEN THE PRINCIPAL AND ACCESSORY STRUCTURE UNLESS ATTACHED, AND A MINIMUM SPACE OF 6 FEET BETWEEN ALL OTHER ACCESSORY STRUCTURES

(AS PER CITY OF INVER GROVE HEIGHTS ZONING CODE)

LEGEND

PP	POWER POLE
TR	TELEPHONE RISER
LP	LAMP POST
EM	ELECTRIC METER
GM	GAS METER
AC	AIR CONDITIONER
MB	MAIL BOX
	SIGN
— OH —	OVERHEAD UTILITY LINES
(M)	DENOTES DIMENSION MEASURED DURING THE COURSE OF THIS SURVEY
(R)	DENOTES RECORD DIMENSION AS PER LEGAL DESCRIPTION
•	DENOTES SET SURVEY MONUMENT MARKED "KEMPER 18407"

KEMPER & ASSOCIATES INC.
PROFESSIONAL LAND SURVEYORS
721 OLD HIGHWAY 8 N.W.
NEW BRIGHTON, MINNESOTA 55112
651-631-0351
FAX 651-631-8805
email: kemper@pro-ns.net
www.kempersurveys.com

GARAGE AT 8709 ANN MARIE TRAIL

FLOODPLAIN NOTE:
SUBJECT PROPERTY DOES NOT LIE WITHIN ANY SPECIAL FLOOD HAZARD AREAS ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 270170-0105 E, DATED DECEMBER 2, 2001, DAKOTA COUNTY, MINNESOTA (NON-PRINTED PANEL)

PREPARED FOR:
MIKE DAMIANI
1691 ROSE AVE. E.
ST. PAUL, MN 55106
651-263-1039

MARK D. KEMPER
PROFESSIONAL LAND SURVEYOR
18407
STATE OF MINNESOTA

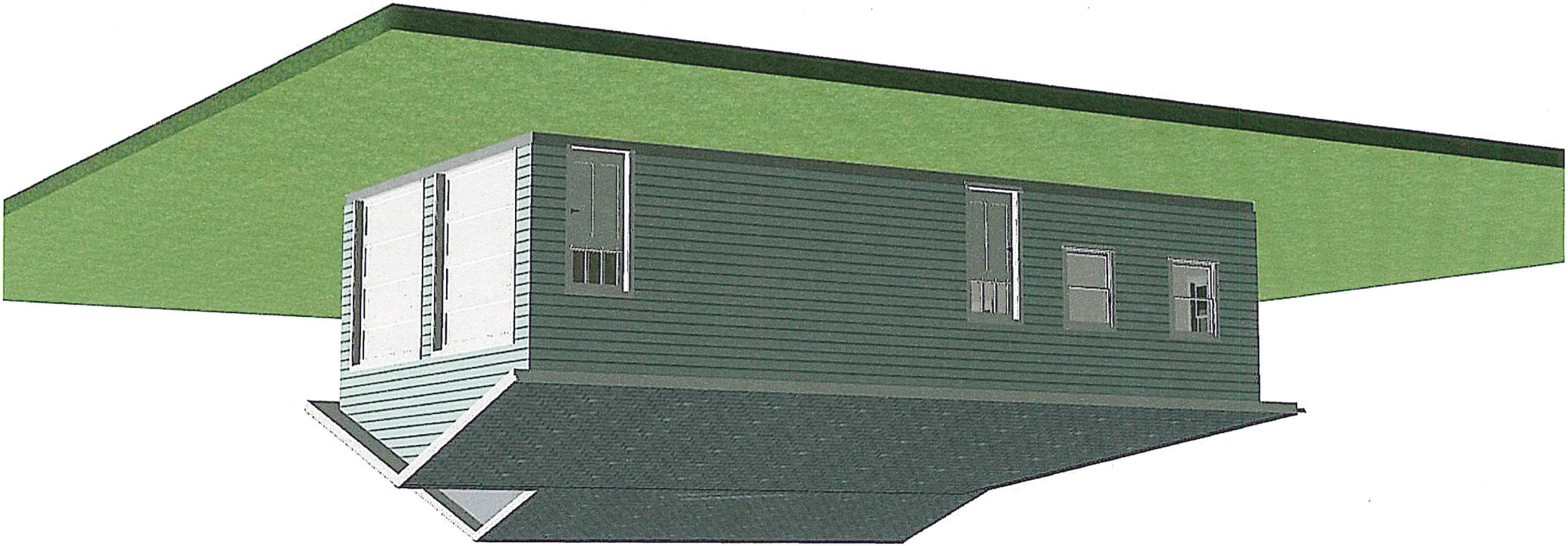
CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

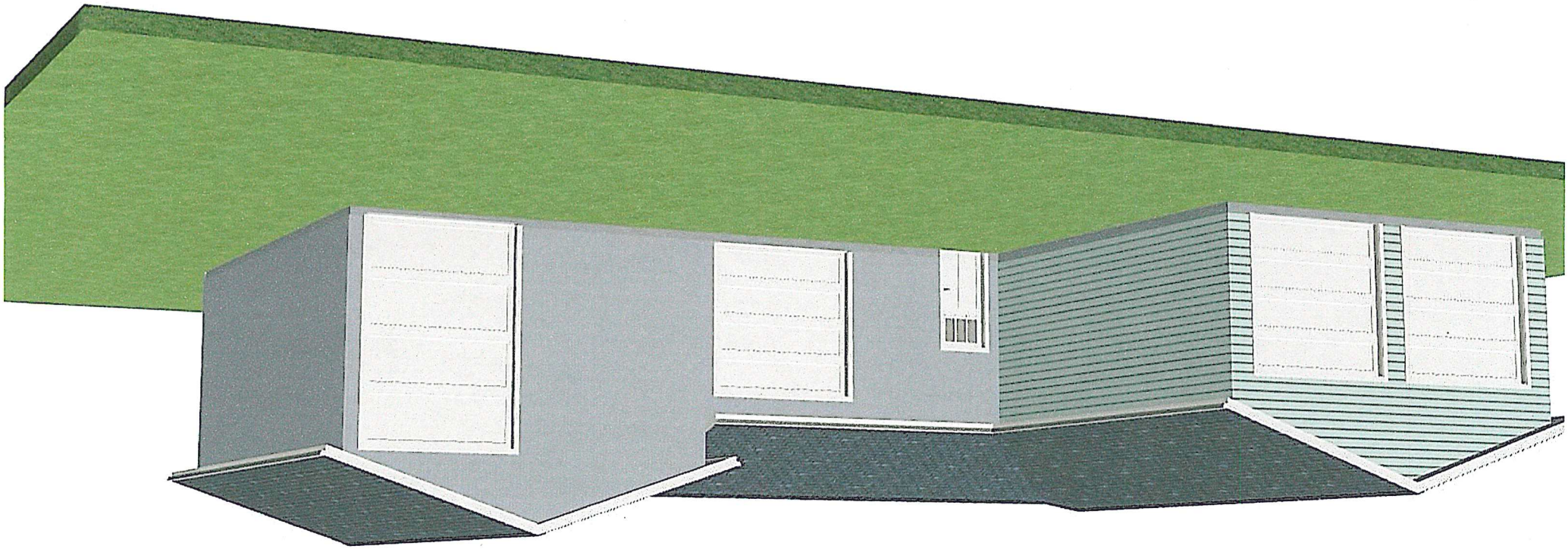
MARK D. KEMPER, PLS 18407
DATED THIS 22nd DAY OF January, 2014

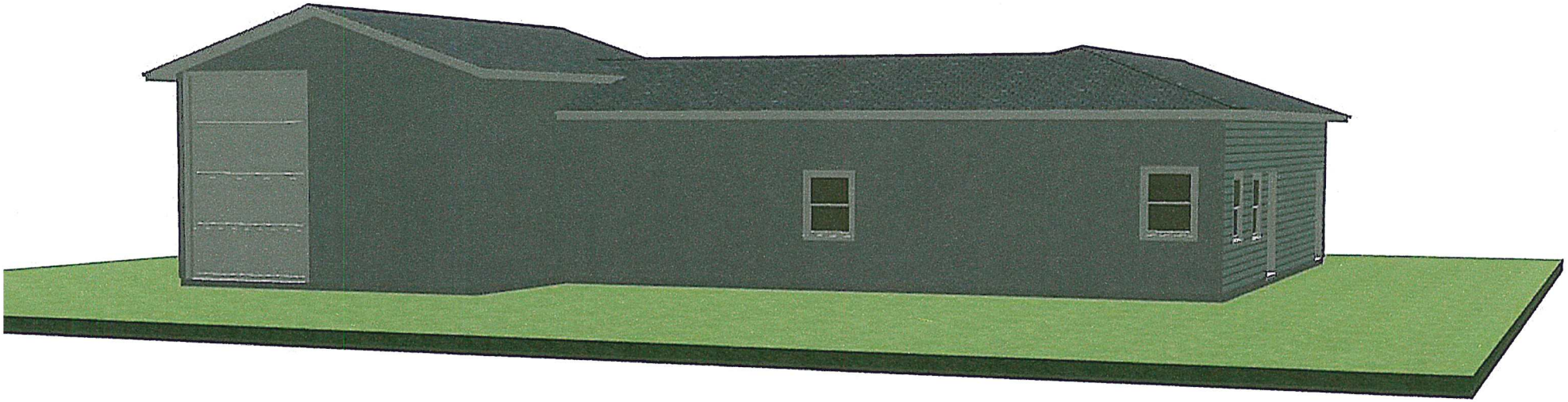
CERTIFICATE OF SURVEY

14008 (14008.DWG) D.B. TODD HOLEN

KEMPER & ASSOCIATES, INC. ©







AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

MERIDIAN LAND COMPANY – Case No. 14-12PUD

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located on the north side of 80th between Hwy 3 and Babcock Trail, west of the golf course:

a) An Ordinance Amendment Rezoning the parcel from A, Agricultural to R-1C/PUD, Single Family Residential District.
- Requires 3/5th's vote.
-

b) A Resolution approving the Preliminary Plat and Preliminary PUD Development Plan for Fox Glen, a 49 lot, four outlot single family subdivision.

- Requires 3/5th's vote.
- 60-day deadline: July 22, 2014 (second 60-days)

SUMMARY

The applicant is proposing a 49 lot single family development on a parcel of approximately 17.8 acres in size. The City Council approved a comprehensive plan amendment to a lower density for the site on April 14, 2014. The Metropolitan Council approved the amendment on May 14, 2014.

ANALYSIS

The project complies with the majority of the Northwest Area standards. The applicant is requesting flexibility from the following regulations:

1. Minimum 20 foot building separation. Applicant is requesting a minimum 15 foot separation.
2. Driveways greater than 20 feet wide without porous pavement. The storm water design accounts for this additional impervious surface.
3. Total overall impervious surface for the project to be 30%. Code limits to 25%. Accounting for streets, sidewalks and house pads, additional impervious surface is necessary.

Staff and the Planning Commission support all three requests. The plans account for any additional runoff caused by the additional impervious surface.

The project lot count falls short of the financial projections for the parcel. The site was projected for 91 units. A total of 49 units are proposed which is 42 short. The applicant proposes to pay the building permit connection fees for the 42 lots through an assessment which would be placed on all the lots. The assessment would be spread out over a three year period along with interest. The amount assessed would be approximately $420,000. If the project is approved, the assessment process would begin this year.

Engineering is comfortable with the overall design of the project. There are still some points to be worked out, but they can be addressed in the final plan set.

RECOMMENDATION

Planning Staff: Recommends approval of the Preliminary Plat and Preliminary PUD Development plans with the conditions listed in the attached resolution.

Planning Commission: Also recommends approval of the three requests with the two added conditions relating to the building separation and impervious surface maximum change (9-0).

Attachments: Ordinance Amendment Rezoning Parcel
Resolution Approving Preliminary Plat and Preliminary PUD Development Plan
Planning Commission Recommendation
Planning Report
Revised Plan Set

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515 - CITY CODE

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1037 adopted July 8, 2002, entitled, "AN ORDINANCE AMENDING, RESTATING, AND RECODIFYING SECTIONS 405, 425, 515, 505, 516, 517, 518, 519, 520, 525, 535, 540, 545, 546, AND 550 OF THE INVER GROVE HEIGHTS CITY CODE" being also known as the City Zoning Ordinance is hereby amended to rezone from A, Agricultural to R-1C/PUD, that property described below:

SEE EXHIBIT A

Case No. 12-12PUD
(Meridian Land Company)

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1037 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002," shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

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

Enacted and ordained into an Ordinance this __27th__ day of May , 2014.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

That part of the East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼) and 800.00 feet North of the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half (E ½) of the Southwest Quarter (SW ¼) a distance of 800.04 feet to the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), distance of 915.37 feet to the Southeast corner of said East Half (E ½) of the Southwest Quarter (SW ¼), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), a distance of 1521.69 feet to the point of beginning.
Except that part of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼); 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼) and there terminating according to the Government survey thereof.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN FOR A 49 LOT AND FOUR OUTLOT SINGLE FAMILY DEVELOPMENT TO BE KNOWN AS FOX GLEN

CASE NO. 14-12PUD)
(Meridian Development)

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 Statues, Section 462.357, Subdivision 3 on May 6, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan amendment for a 49 lot, four outlot single family development 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	4/24/2014
Preliminary Overall Site Plan	5/19/2014
Preliminary Grading and Drainage Plan	5/19/2014
Preliminary Overall Utility Plan	5/19/2014
Preliminary Landscape/ Tree Inventory and Preservation Plan	5/19/2014
Preliminary Open Space Plan	5/19/2014

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 and City Engineer incorporating comments in memos from the City Assistant Engineer dated 5/1/14 and 6/5/14.

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. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. 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.

12. 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.

13. 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

14. 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.

15. 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 particular requirements of the Planned Unit Development plans.

16. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Acknowledgement of PUD Zoning.

17. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan. The wetlands are required to be delineated by a certified wetland specialist. Review of the wetland report shall be part of the final PUD review.

18. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Olivier memorandum.

19. 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.

20. A temporary turn-around for street C shall be provided.

21. Additional sidewalk shall be required along streets B and C excluding any cul-de-sac portions.

22. Tree plantings are not allowed in any city easement per the City's Obstruction Policy. Plantings must also be relocated near the sidewalk in the SE corner. Landscape plantings in rear yards along 80th Street shall be subject to review by Dakota County.

23. 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.

24. Storm water designs are contingent upon cooperation with adjacent property owners. If cooperation is not obtained, then the plans will be required to be redesigned so all storm water requirements are met on the developer's site.

25. A minimum building separation of 15 feet shall be maintained on all lots.

26. The overall impervious surface for the project shall not exceed 30 percent.

27. Any necessary agreements must be approved by the City Council and sureties in place before any work shall commence on the site.

Passed this _____ day of _____, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

That part of the East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼) and 800.00 feet North of the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half (E ½) of the Southwest Quarter (SW ¼) a distance of 800.04 feet to the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), distance of 915.37 feet to the Southeast corner of said East Half (E ½) of the Southwest Quarter (SW ¼), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), a distance of 1521.69 feet to the point of beginning.
Except that part of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼); 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼) and there terminating according to the Government survey thereof.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 6, 2014

SUBJECT: **MERIDIAN LAND COMPANY – CASE NO. 14-12PUD**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from A, Agricultural to R-1/PUD, Single-Family Residential within the Northwest Area Overlay District, a preliminary plat approval of Fox Glen consisting of 44 lots and 3 outlots, and a preliminary PUD development plan amendment for the 44 lot residential subdivision to be known as Fox Glen. 5 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property was recently approved for a comprehensive plan amendment that changed the property from High Density to Low-Medium Density. The applicant is now before the Planning Commission with three additional requests for the platting and rezoning. The property is currently zoned A, Agricultural and the applicant is requesting to rezone it to R-1C/PUD, which is a single-family PUD for the Northwest Area. They are also requesting a preliminary plat consisting of 49 buildable lots and four outlots; the outlots would be for stormwater purposes and would be owned by the City. They are also requesting a preliminary PUD for the Fox Glen PUD. The applicants are requesting flexibility to allow a 15 foot separation between units whereas a 20 foot separation is required. The objective for the 20 foot separation was to allow enough room for rain gardens or infiltration basins to be constructed between houses. That is unlikely to occur so the applicant is requesting a 15 foot separation which would be consistent with the standard required separation in the other parts of the City. Staff supports the separation and flexibility request. Based on the ordinance, the maximum impervious surface coverage allowed is 25% unless a request for flexibility is granted. The applicant is requesting flexibility from the requirement that any portion of a driveway greater than 20 feet in width be constructed of a porous pavement material. The applicant plans to incorporate the additional runoff into their storm water design. The Argenta Hills development was granted this same flexibility and no known issues exist with this flexibility. Staff supports this request. To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development. The densities proposed for the Fox Glen project are less than what was assumed to be built here in the Northwest Area Planning Analysis. The applicant will be required to pay the shortfall in building permit fees so the City can recoup the money that they had assumed for this land. There are no planned park areas in the vicinity of the project; therefore, staff recommends cash in lieu of park land for the Fox Glen project. The site plan identifies a sidewalk along the east side of the main street. Code requires a sidewalk on one side of all streets. Therefore a condition of approval is that streets B and C be required to have sidewalks on one side excluding any cul-de-sac portions. In regard to streets and connectivity, staff is comfortable with the street layout and its alignment with the future County Road 28 realignment. A temporary turn-around for street C will be required.

Chair Hark asked where the two temporary turnarounds would be located.

Mr. Hunting replied that one temporary turnaround was shown on the site plan on Lot 1, Block 3. Staff is requiring an additional turnaround in the general location of Lot 5, Block 4. Access to the Abbott parcel shall remain open at all times and the developer will be responsible for establishing a permanent driveway access to the new public street. The proposed landscape plan meets the reforestation and tree planting totals; however, some minor modifications of placement will be done with the final PUD design. The grading and stormwater plan has a pond that extends onto the neighboring property owned by another resident and the City. The City has received an application from the neighbor and this ponding would be part of their project. Staff recommends approval of the request with the 24 conditions listed in the request.

Chair Hark stated he was surprised that there was a market for houses so close to each other.

Commissioner Wippermann referred to the statement in the report that 'there are no minimum lot size or width standards in the Northwest Area, so no lot size review is necessary'. He stated that he found that troubling and has never seen that type of statement in a staff report before. He commented that the Planning Commission always reviews at least the lot sizes.

Mr. Hunting responded that the comment was in reference to plats normally being reviewed as to whether they meet minimum lot size standards. There is flexibility as to the lot size in the Northwest Area and it is not important in a detailed review as to whether or not it meets the criteria; that is all built into the design of the PUD.

Commissioner Wippermann stated there was flexibility on lot sizes with all planned unit developments within the City with the idea being the City should receive some offsetting benefits in return. He questioned how Commissioners could envision the development without knowing what lot sizes and setbacks were being proposed.

Commissioner Simon stated she was aware there was no minimum lot size required in the Northwest Area; however, she did not remember anything stating it should not be reviewed.

Mr. Hunting stated that staff did a review.

Commissioner Wippermann asked whether the Planning Commission could review it as well.

Mr. Hunting replied that was what they were doing tonight.

Commissioner Wippermann stated they needed the lot sizes and setbacks to complete a review.

Commissioner Simon advised that the lot dimensions were listed on the site plan.

Commissioner Wippermann stated that fortunately the developer included a statement as to how the proposed development compared to the City's guidelines; however, he would have preferred to receive that from the City.

Commissioner Simon stated there was no distance listed from the edge of the house to the

edge of the lot and a person had to guess where the house pads were in comparison to that of the one next to it.

Mr. Hunting stated the applicants must meet all setback requirements, and the pads shown on the plans indicated the general location and were not necessarily shown in their final location.

Commissioner Simon asked if the applicants could move the pad as long as they stayed within the five foot perimeter easements.

Mr. Hunting replied they could not be any closer than five feet from the side property line. If they were five feet on one side they would have to be at least ten feet from the other side property line in order to maintain a 15 foot separation. This requirement was typical of any standard subdivision and there was always some play in where the house was ultimately located.

Commissioner Simon stated this was the first application she remembered where the distance between the corner of the pad and the corner of the lot was not listed for a lot in the Northwest Area. She questioned whether any application in the Northwest Area would be allowed to move the house pads from where they were shown on the plans.

Mr. Hunting stated that would be true of any application in the City, not just the Northwest Area.

Commissioner Simon stated at the time they established the rules that point was not made clear enough for her and she would not have supported only a five foot side setback.

Mr. Hunting noted there was also a 20 foot separation requirement.

Commissioner Simon pointed out that some of the maps showed 49 lots whereas others showed 44.

Mr. Hunting stated the most recent plans were the ones showing 49 lots. The older plans showing 44 lots were used as a reference only because he did not have the revised plans.

Commissioner Simon asked if it was problematic that the public hearing notice referenced 44 lots.

Mr. Hunting replied in this instance it was not an issue. He advised that the notice must be published early on in the process and in this instance the City was trying to achieve more density so the additional five lots brought them closer to the City's goal.

Commissioner Simon asked what the status was on the Malensek conservation easement.

Mr. Hunting replied he was unsure.

Commissioner Simon asked if the Metropolitan Council had approved the comprehensive plan change for this property.

Mr. Hunting replied they were currently reviewing it.

Commissioner Simon asked if this could no longer go forward if the comprehensive plan change was denied.

Mr. Hunting replied in the affirmative, stating the plat was conditioned upon Metropolitan Council approval.

Commissioner Simon questioned whether rain gardens would ever be able to be constructed between houses as anticipated since homes could not be built without disturbing the land.

Mr. Hunting stated the engineers now recognize that in order for this to work two houses must be built simultaneously so the grading work would be done at the same time. This situation could happen, however, it is unlikely and subsequently developers are requesting a smaller separation since the rain gardens are not going to be utilized in the design.

Commissioner Simon stated that it appeared as if a portion of the right-of-way along 80th Street was not the full 50 feet from the center line.

Mr. Hunting advised that the center line of the existing right-of-way and the center line of the rebuilt road were different. The applicant worked with Dakota County to determine where they should be measuring from. This will eventually start the 'S' curve when County Road 28 is rebuilt.

Commissioner Simon stated she would like to change the word 'must' in Condition 18 to 'is required to'.

Mr. Hunting stated that was the intent; however, the Commission had the ability to change the wording.

Commissioner Wippermann asked where the 15 foot minimum separation was spelled out in the conditions.

Mr. Hunting replied that was part of the flexibility; however, a condition could be added specifying a 15 foot minimum separation.

Commissioner Wippermann stated he would like to add that requirement as Condition 25.

Commissioner Klein asked if there would be enough room on these lots for homeowners to add impervious surface for patios, sheds, etc.

Mr. Hunting stated these lots would be treated the same as any others in the City, and any homeowner wanting to exceed the maximum impervious surface allowed would have to go through the conditional use permit process and, if approved, they would have to treat the additional surface and the runoff it creates.

Opening of Public Hearing

Rick Murray, 3600 American Boulevard West, Bloomington, advised he was available to answer any questions.

Chair Hark asked if he had read and understood the staff report.

Mr. Murray replied in the affirmative. He advised that all lots will maintain a 15 foot separation and the houses will comply with the 20-30 foot front yard setback. They have a substantial concern; however, with the impervious surface requirements. They recently met with builders to determine what product they foresee for this neighborhood. They plan to do two different products; some with 60 foot pads overlooking the golf course and the woods, and some with 50 foot pads. Based on 25% impervious surface calculations, 2,606 square feet of impervious surface would be allowed. They have found that they need more than that and are therefore requesting flexibility to allow up to 30% of impervious surface. Mr. Murray advised that because of the impervious surface restrictions most, if not all, of the homes would be two-story. He showed renderings of possible homes that could be built on the lots.

Commissioner Maggi asked what the dimensions were of one of the potential homes being shown.

Mr. Murray replied the house and garage were 60 feet wide and 45 feet deep, for a total of 3,626 square feet. If they were allowed 30% of impervious surface this house would fit on one of the larger lots.

Commissioner Wippermann asked how much the homes would be sold for.

Mr. Murray replied the home prices would range from $380,000-$450,000.

Commissioner Wippermann asked if most of the homes would have three-car garages.

Mr. Murray replied in the affirmative.

Commissioner Wippermann asked why the applicant was proposing 49 lots whereas their original proposal was for 44.

Mr. Murray replied that because the projected land use was originally for 91 units, the units they do not build will cost them approximately $10,000 apiece. Therefore it behooves them to try to get as many lots as possible in their subdivision. Another factor was that the County will be taking less property for CSAH 28 than they had originally thought so they have more land to work with.

Commissioner Wippermann noted that initially the applicants were proposing 70 foot minimum lot widths; however, now there were many lots 65 feet or less in width.

Mr. Murray replied they reduced some of the lot sizes to gain additional lots. They are retaining 70 foot lot widths on the eastern side of the development and smaller lots on the western side.

Commissioner Maggi questioned if they could meet the 15 foot separation on the narrower lots since they had not shown any homes less than 50 feet in width.

Mr. Johnson replied it was their intent for all lots to be 65 feet or wider at the setback. He noted

that while some lots were less than 65 feet in the front they widened out in the back.

Mr. Murray stated it was their intention to have no variances.

Commissioner Klein asked how the impervious surface would be affected if they installed rain gardens between lots along the front curbs.

Mr. Hunting replied that it would not have any impact on allowed impervious surface but could reduce the size of some of the proposed ponds.

Commissioner Lissarrague asked if smaller lots and larger houses was a common trend throughout the metro.

Mr. Murray replied in the affirmative.

Chair Hark asked whose property the temporary lift station would be located on.

Mr. Murray replied that the lift station was proposed to be on the City's property as part of a land swap.

Chair Hark asked if it was an above ground structure.

Mr. Murray replied it would be underground, with only the control panel and electricity being above ground.

Chair Hark asked what would happen when the temporary lift station was no longer needed.

Mr. Murray replied it was his understanding that when CSAH 28 is completed the sewer would then run down to the roundabout.

Chair Hark closed the public hearing.

Planning Commission Discussion
Commissioner Gooch asked where the side setback was measured from and if this would look similar to the Argenta Hills development.

Mr. Hunting replied that setbacks were measured from the vertical surface, with a two-foot roofline encroachment allowed into the setback. He stated these houses would have a 15 foot minimum separation whereas most of the houses in Argenta Hills had a 10 foot separation.

Commissioner Scales asked if a 15 foot separation was the standard throughout the urban areas of the City.

Mr. Hunting replied in the affirmative.

Planning Commission Recommendation
Commissioner Klein advised that he supported the request as the City has been looking to develop this area for quite awhile.

Motion by Commissioner Klein to approve the request for a rezoning of the property from A, Agricultural to R-1/PUD, Single-Family Residential within the Northwest Area Overlay District, a preliminary plat approval of Fox Glen consisting of 49 lots and 4 outlots, and a preliminary PUD development plan amendment for the 49 lot residential subdivision to be known as Fox Glen.

Commissioner Maggi noted that mention had been made of adding another condition.

Commissioner Klein stated his motion included an additional condition requiring a 15 foot separation.

Chair Hark asked for clarification of the verbiage for the proposed Condition 25.

Commissioner Wippermann proposed that Condition 25 require a minimum of a 15 foot separation between structures.

Commissioner Simon asked if Commissioner Klein would be amenable to changing the word 'must' in Condition 18 to 'is required to'.

Chair Hark stated he did not feel it was necessary as they both meant the same thing.

Second by Commissioner Gooch.

Commissioner Wippermann asked if the Planning Commission should address the applicant's request for flexibility to allow up to 30% of impervious surface.

Mr. Hunting replied that if the Planning Commission was comfortable with allowing an overall maximum impervious surface of 30% it should be added as a condition. They could also add language requiring that the applicant design stormwater systems to accommodate the additional impervious surface and the runoff that would be created.

Commissioner Simon asked Commissioner Klein if he was amenable to adding that language as a condition.

Commissioner Klein replied in the affirmative.

Commissioner Maggi stated that it must be made clear to the developer that the City is making allowances up front to avoid requests for variances coming in later.

Commissioner Klein stated the applicants should inform the buyers of how much room they would have to install anything additional.

Motion carried (9/0). This item goes to the City Council on May 27, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE:	May 2, 2014	**CASE NO.:**	14-12PUD
APPLICANT:	Meridian Land Company		
PROPERTY OWNER:	Meridian Land Company		
REQUEST:	Preliminary Plat and PUD, Rezoning		
LOCATION:	North Side of 80th Street between Hwy 3 and Babcock Trail		
HEARING DATE:	May 6, 2014		
COMPREHENSIVE PLAN:	LMDR-NWAPUD		
ZONING:	A, Agricultural		
REVIEWING DIVISIONS:	Planning Engineering Emmons & Olivier	**PREPARED BY:**	Allan Hunting City Planner

BACKGROUND

Meridian Land Company is proposing a 49 unit single family detached residential subdivision located on approximately 20 gross acres within the Northwest Area. Fox Glen is the proposed name of the development. The property was just recently approved for a comprehensive plan amendment that changed the designation to the newly created LMDR-NWAPUD.

REQUESTS

The specific requests for the Fox Glen development project include the following:

1. Rezoning of the property from A-Agriculture to R-1C/PUD Single Family Residential District
2. Preliminary Plat approval of Fox Glen resulting in 49 buildable lots, and 4 outlots for open space and ponding requirements
3. Preliminary PUD approval of the Fox Glen PUD as required by the Northwest Overlay District

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North:	Large lot single family residential, vacant land; zoned A, Agricultural; guided High Density Residential and Low Density Residential.
East:	Inverwood Golf Course; zoned P; guided Public.
West:	Large lot single family residential; zoned A, Agricultural; guided Low-Medium Density Residential.
South:	Single family residential; zoned A; guided High Density Residential.

HISTORY/CONSISTENCY WITH PLANS, STUDIES AND POLICIES

A number of studies and plans guide development in the Northwest Area.

The property was just recently guided LMDR-NWAPUD, Low-Medium Density Residential in the Northwest Area. The City Council approved the amendment on April 14th subject to Metropolitan Council approval and final plan approval.

An ***Alternative Urban Areawide Review (AUAR)*** was completed for the Northwest Area in 2006 and an update was approved in 2007. This environmental review assessed the impacts of future development on the project area. The proposed Fox Glen development project is generally of the same magnitude then what was assumed in the AUAR.
Other important policy directions, plans and studies will be referenced and highlighted in more topical sections of this staff report.

IDENTIFICATION OF NATURAL RESOURCES

In 2003, a Natural Resource Inventory and Management Plan was completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features. The applicant has reviewed the NRI and Management Plan and incorporated the features into the open space network planned for the Fox Glen project. There are two wetlands on the site; one is a Manage 3 and the other a Manage 4. All of the primary management areas are being preserved through open space easements.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be

dedicated for public park needs. Based on this definition, the proposed project area contains approximately 18.68 net developable acres. This excludes the proposed right-of-way for CSAH 28 and approximately 1.39 acres of wetlands.

General Project Data	Square Feet	Acres
Gross Project Area	877,568	20.15
Delineated Wetlands	60,493	1.39
Public Water Bodies (PWI)	-	0.00
Bluffs in Shoreland Area	-	0.00
Planned "Arterial" Road Right of Way	3,163	0.07
Total Net Developable Area	813,912	18.68

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Square Feet	Required Acres	Proposed Acres
Total Net Developable Area	*813,912*	*18.68*	*NA*
Minimum Open Space Required = 20% of net area	162,914	3.74	6.09
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	122,404	2.81	2.82
Area to be undisturbed = 50% of required open space	81,457	1.87	3.31

The site design of Fox Glen has prioritized the open space areas along the perimeter next to the Inver Wood Golf Course and preserving the wetlands in open space. The site complies with or exceeds all of the open space requirements. The primary open space corridor along the east boundary, while not 100 feet wide through the entire length, complies in that at least 75% of this area is 100 feet wide. The open space buffer is enhanced since the Inver Wood Golf Course is immediately to the east providing additional open space.

The open space is contained in outlots that will be owned by the City since they also contain wetlands and the storm water basins for the project.

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.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for Fox Glen utilizing the base zoning district of R-1C. When applying the base district and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 37 to 68 possible units. This equates to a density range of 1.98 to 3.6 units per net acre.

Base Zoning District	Net Acres*	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-1C	18.68	2	12,000	37	68
Total	18.68			37	68
			Net Density	*37*	*68*

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

The project proposes a total of 49 residential units and 4 outlots for permanent open space. This provides for a density of 3.32 units/acre based on Met Council net density calculations.

In general, the Comprehensive Plan guides this area for densities within 3-6 units per net acre for low-medium density residential. The project falls within those density ranges.

The Metropolitan Council's goal for communities in developing areas with municipal sewer and water services is to achieve a net density of 3 to 5 units per acre. The project falls within Met Council's goal.

Building setbacks and separation.

The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks in order to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective has to be carefully balanced with aesthetics also.

Building setbacks within the development are proposed with a separation of 15 feet. The code requires a minimum 20 foot separation. The intent of the code requirement was to provide space between houses for infiltration basins or rain gardens. In order for this to work, houses would have to be built at the same time so an infiltration system could be installed between the houses on both lots. This typically will not occur because houses are not always built at the same time and the infiltration feature must be constructed all at the same time in order for it to function correctly. The applicant is not proposing any storm water features between houses, but in larger basin areas. The setback separation proposed is typical of the standard required in all other parts of the City. Staff supports this separation and flexibility request.

The project abuts County Road 28 (80th Street) which requires a 50 foot setback. This needs to be noted on the final PUD plan set. All other setbacks noted on the plans and shown on the site plan comply with the required setbacks.

Impervious surface coverage.
Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Impervious surface areas include roads, sidewalks, parking areas, buildings, and other hard surface areas that do not allow infiltration.

The applicant has provided impervious surface calculations for the entire project. By ordinance, the maximum impervious surface coverage allowed is 25%. The applicant has taken out streets and sidewalks and provided a maximum impervious surface amount for each lot. Based on the numbers in this preliminary PUD, the lots will be allowed a maximum of 2,606 square feet of impervious surface coverage. These numbers are still preliminary and may change somewhat with the final PUD submittal.

The applicant is requesting flexibility from the maximum driveway width requirement. They are requesting that the driveways be allowed to be full length and width with non porous pavement The Northwest Area District requires any portion of a driveway greater than 20 feet in width shall be constructed of a porous pavement material. Function of the regulation is to minimize the amount of impervious surface. The applicant has designed the project to accommodate the additional runoff from the hard surface driveways in the storm water design. The amount of impervious surface maximum per lot would address the coverage issue. The Argenta Hills development was granted this same flexibility and no known issues exist with this flexibility. Engineering and the storm water consultant EOR, have indicated that they support the request because the storm water system is designed to accommodate the amount of impervious surface proposed. As stated earlier, the overall impervious surface of the project would not exceed 25% including the driveway request.

IMPACT ON FINANCIAL PLANNING FOR NW AREA INFRASTRUCTURE IMPROVEMENTS

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit.

During the financial planning process, Ehlers and Associates utilized a conservative assumption of 75% of commercial development and 80% of residential development in establishing the fee structure. This assumption enables the City to adjust to market conditions that don't produce anticipated development.

The densities proposed for the Fox Glen project are less than assumed in the Northwest Area Planning Analysis. This would have an impact on the connection fees collected at time of building permit. The property was assumed for financial assumptions to generate 91 units, taking into account Ehlers conservative assumptions. The project as proposed consists of 49 units, or 42 units short. The fees required are based on 91 units. Therefore, the applicant would be responsible for the 42 units of building permit connection fees as well. This was part of the Comprehensive Plan Amendment and has been acknowledged by the applicant that they are willing to pay the difference in fees. The applicant is requesting that the 42 unit building permit fees be spread out over the 49 platted lots such that those lots pay 1/42 of the additional fees owed at time of building permit. As part of the Argenta Hills approval, they were required to pay the shortage of fees once 80% of the development was completed. Staff is not aware of any issues with spreading out or delaying the payment of the fees. The final decision on how this is accomplished will be determined by the City Council. Details of any agreement would be covered in the Development Contract for the project.

The plat connection fees to be paid for the project are:

Sewer Connection Fees	$ 59,589.20
Water Connection Fees	$ 37,360.00
Storm Water Connection Fees	$203,051.60
Total	$300,000.80

These fees are based on net developable area and not lot count, so they are independent of how many units are proposed vs. anticipated in the financial assumptions.

The building permit fees to be paid for each lot are based on fees that change each year. Based on 2014 fees, the amount is approximately $10,000 per lot.

PRELIMINARY PLAT

The applicant is proposing a preliminary plat which consists of 49 lot and 4 outlots that are for storm water purposes and owned by the City. The lot sizes range from the smallest lot being 7,150 square feet to the largest at 17,577 square feet. Lot widths range from 63 feet to 75 feet wide. Each lot is shown with a typical 50'x50' building pad.

The plat provides for the required right-of-way dedication for County Road 28 as directed by the County.

PARKS/TRAILS

There are no planned park areas in the vicinity of the project. Therefore, Staff recommends cash in lieu of park land for the Fox Glen project. Cash amounts would be based on the final plat approval from the City Council and would be colleted at time of final plat release for recording.

The site plan identifies a sidewalk along the east side of the main street. The code requires a sidewalk on one side of all streets. The plan does not show any sidewalks on the westerly street (street B and C on the preliminary plat) since these are projected to continue and provide access to the west, they also should have sidewalks on one side. Staff has not been concerned about short cul-de-sacs, but streets B and C should be required to have sidewalks on one side.

STREETS & CONNECTIVITY

Street right-of-way widths meet standards as identified in the Northwest Area Overlay. ROW widths are adequate to accommodate travel lanes, storm water management systems, landscaping and sidewalks on major streets.

Street connectivity was discussed and analyzed at length for this project. Engineering and Planning reviewed the street stub locations and determined they are in logical locations for future street extensions to the west. The stubs provide access and future development potential for the Abbott property and for the Malensak property.

The site plan identifies a temporary turn-around for the street A stub. A temporary turn-around for street C will also be required.

The Abbott property to the northwest has their driveway currently running through the subject parcel to 80th Street via a driveway easement. This existing driveway will eventually be removed with the development and the Abbott driveway would then connect to the public road. The developer will be required to maintain access to the Abbott parcel at all times during construction. The developer will also be required to establish a permanent driveway to the public street once those improvements are in.

DAKOTA COUNTY REVIEW

Dakota County has reviewed the plat and commented on right-of-way needs and turn lane improvements. The plat shows the required right-of-way dedication and addresses the road connectivity comment. The County also requested the intersection of street A to 80th Street be as close to 90 degrees as possible. The intersection currently is at a less than desirable angle. The

property to the southeast along 80th Street has been in discussions with the City regarding development of the parcel and making application for such. This would provide more opportunity for the road intersection to meet standards. The final details of the intersection and turn lanes will be shown on the final PUD plans.

LANDSCAPING/TREE PRESERVATION

Landscape/Tree Preservation & Reforestation Plan:
The developer has provided a tree inventory of the site. The Code allows a tree removal of 30% for residential projects. The plan indicates tree removal of 51%. The code allows removal beyond the threshold and requires replacement for those trees over the limit. This this case, a total of 312 trees are required to be replanted.

The proposed landscape plan provides for the required street tree planting as well as the reforestation totals. Tree plantings are shown along the front of properties, in the open space areas and along back sides of lots along 80th Street. Final location of plantings will be shown on the final PUD plans. It should be noted that plantings are not allowed in utility easements and some are shown too close to the sidewalk along street A. The County will also comment on the plantings in the rear yard along 80th Street to make sure they do not obstruct any traffic visibility for the future alignment of 80th Street.

WETLANDS

Approximately 1.39 acres of wetlands have been identified on the site. These wetlands will be required to be delineated by a certified wetland specialist to verify wetland boundaries and to comply with WCA requirements. Due to time of the season, the wetlands cannot be delineated at this time. They will be reviewed as part of the final plat application. A condition of approval should be that a wetland delineation is submitted and for review and approved by the City as part of the final PUD/plat review. The wetlands have been incorporated into the open space/greenway network and are buffered from development.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

The grading and storm water plan is designed and placed on the subject parcel and neighboring parcels. As proposed, preliminary engineering review finds the project will work as generally designed. Construction of the pond is contingent upon agreements with the neighboring land owner and the City. The City has received an application from the neighbor for a comprehensive plan amendment for development on this parcel. Staff expects the timing of the two projects to catch up so the storm water pond construction can occur as planned. If, however this other project does not come to fruition, the design of the storm pond would be required to be reconfigured and be fully contained on the subject lot. A condition of approval would be that the plans as proposed are contingent upon cooperation with landowners outside the plat. If this does not occur, then the plans must be redrawn so all required storm ponding are contained on the subject lot. An engineering consultant, Emmons and Olivier Resources (EOR), is working with the Developer to incorporate NW Area green infrastructure and low impact design techniques.

EOR has drafted a memo with suggested storm water best management practices to use for this development. These comments are required to be considered as part of the final PUD plan submittal.

The development will need a sanitary sewer lift station system. Initial discussions with the applicant were that the lift station would be private, because the public sanitary sewer system flowing west that the property is planned to connect to is not fully constructed. There is a gap in the sanitary sewer system until 80th Street is ultimately re-aligned to tie into the east side the TH 3 roundabout. The developer will need contingencies to connect to the public sewer system flowing west in the future. Until that time, the developer will be required to build a private lift station that would allow them to connect to the existing public gravity sewer via force main located east of the property (in front of the Golf Course maintenance shop). The ownership of (and design standards for) the sanitary sewer forcemain, lift station and appurtenances is under review by the City. Details of this decision would be part of the final PUD designs.

The City Engineer has drafted a memo with his comments. These comments are required to be addressed with the final PUD plan submittal. These comments would be included in the condition that the plans must be approved by the City Enigineer.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

   Approval of the Preliminary Plat, Preliminary PUD and Rezoning 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	4/24/2014
Preliminary Overall Site Plan	3/24/2014
Preliminary Grading and Drainage Plan	3/24/2014
Preliminary Overall Utility Plan	3/24/2014

Preliminary Landscape/ Tree Inventory and Preservation Plan	3/24/2014
Preliminary Open Space Plan	3/24/2014

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. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. 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.

12. 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.

13. 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

14. 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.

15. 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 particular requirements of the Planned Unit Development plans.

16. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Acknowledgement of PUD Zoning.

17. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan. The wetlands are required to be delineated by a certified wetland specialist. Review of the wetland report shall be part of the final PUD review.

18. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Olivier memorandum.

19. 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.

20. A temporary turn-around for street C shall be provided.

21. Additional sidewalk shall be required along streets B and C excluding any cul-de-sac portions.

22. Tree plantings are not allowed in any city easement per the City's Obstruction Policy. Plantings must also be relocated near the sidewalk in the SE corner. Landscape plantings in rear yards along 80th Street shall be subject to review by Dakota County.

23. 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.

24. Storm water designs are contingent upon cooperation with adjacent property owners. If cooperation is not obtained, then the plans will be required to be redesigned so all storm water requirements are met on the developer's site.

B. **Denial:** Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project complies with nearly all performance standards of the Northwest Area. Flexibility requests have been made for building separation and driveway width. Staff supports these two requests. Engineering is comfortable with the overall preliminary grading and storm water plans.

Staff recommends approval of the request with the conditions listed.

Attachments:
Location Map
Applicant Narrative
Preliminary Plat
Preliminary Site Plan
Preliminary Open Space Plan
Preliminary Grading Plan
Extension Street Concept Sketch Plan

Location Map
Case No. 14-12PUD

PUD Project Narrative
Fox Glen
1401 80th Street East
Inver Grove Heights, Minnesota

Meridian Land Company is excited to bring to Inver Grove Heights a creative and environmentally sensitive residential subdivision for the land at 1401 80th Street East, located within the City's Northwest Area (NWA) Overlay District. The existing lot encompasses 20.1 acres of open fields and mature woods on rolling topography abutting the Inverwood Golf Course. The parcel's location, irregular shape, unique topography and natural vegetation combine in a manner that presents both challenges and opportunities for development that can appropriately be addressed through a Planned Unit Development.

The proposed neighborhood, to be named Fox Glen, will consist of 44 small-lot single-family homes clustered around two wetlands in a manner that preserves the maximum amount of existing woods possible given required disturbances for grading and construction. In total, the proposed design allows for the creation of 6.48 acres of natural area / open space (32% of the net site). The property would be built-out in a single phase, and would provide ample connectivity to adjacent parcels to accommodate future development. The proposed number of lots meets the minimum requirement of 3.0 units per acre, and does not exceed the development capacity of 51 units identified during the sketch plan process.

An innovative treatment train approach to storm water management will ensure the Fox Glen development is compliant with all NWA storm water management guidelines. The stormwater management plan for the site utilizes on-site storm water ponds to provide water quality and rate control, along with infiltration basins to control overall runoff volume. All proposed facilities have been designed in accordance with the City of Inver Grove Height engineering criteria.

Importantly, Fox Glen will be in substantial compliance with the requirements of the R-1C zoning district with the following exceptions being sought through the PUD approval process:

- **Driveway Width** – Section (G)(3)(a) of the Northwest Area Overlay District requires that driveways for single-family detached dwellings not exceed a width of 20 feet unless pervious pavers or other similar surfaces are utilized. To accommodate multi-car garages, we are proposing to place a maximum impervious surface area cap on each lot as part of the PUD approval. These maximums will ensure that the development as a whole, after complete build-out, will be compliant to the maximum allowable impervious surface total (25%) for the acreage being developed.

- **Lot Size** – The underlying zoning district R-1C requires a minimum of 12,000 sq ft per lot; the proposed lots within the Fox Glen development will be on average 9000 sq ft in size. The minimum lot size adjustment is necessary to allow for the clustering of lots which is critical to preserving the site's natural features as integral design elements. The resulting amount and location of open space protects the best natural features on the site while simultaneously providing buffers from adjacent lands.

- **Lot Widths** – The underlying zoning district R-1C requires a minimum lot width of 85' for interior lots, and 100' for corner lots. . To accommodate the proposed clustering of lots and small lot sizes, we are seeking approval of 70' minimum interior lot widths and 90' minimum corner lot widths. Both adjustments are critical for the preservation of open space and natural amenities on this parcel.

- **Greenway Width** – the NWA Overlay District seeks a width for greenways of 100 feet or more. While the proposed greenway on the eastern edge of the property (adjacent to the golf course) is well over 100 feet wide at its northern and southern extents, the lot layout being used to preserve the land's best natural features requires a portion of the greenway be narrowed down to 40'. This adjustment is reasonable as the *average* width of the greenway exceeds the required minimum and the greenway as a whole will simply complement the existing open space—currently provided by the golf course—to the east.

- **Side Yard Setbacks** – Section (F)(3) of the Northwest Area Overlay District requires that structures be separated by a minimum of 20 feet. To accommodate the proposed clustering of lots and small lot sizes, we are seeking 5' and 10' side yard setbacks on each lot resulting in no less than 15' between structures. This separation is compliant with all fire safety regulations, and is consistent with a similar NWA residential development known as Argenta Hills.

The proposed Fox Glen development has been designed to be an outstanding example of a PUD development within the NWA Overlay District as validated by the following:

- The clustering of housing on smaller lots allows for the preservation of significant natural features as integral elements of the development;

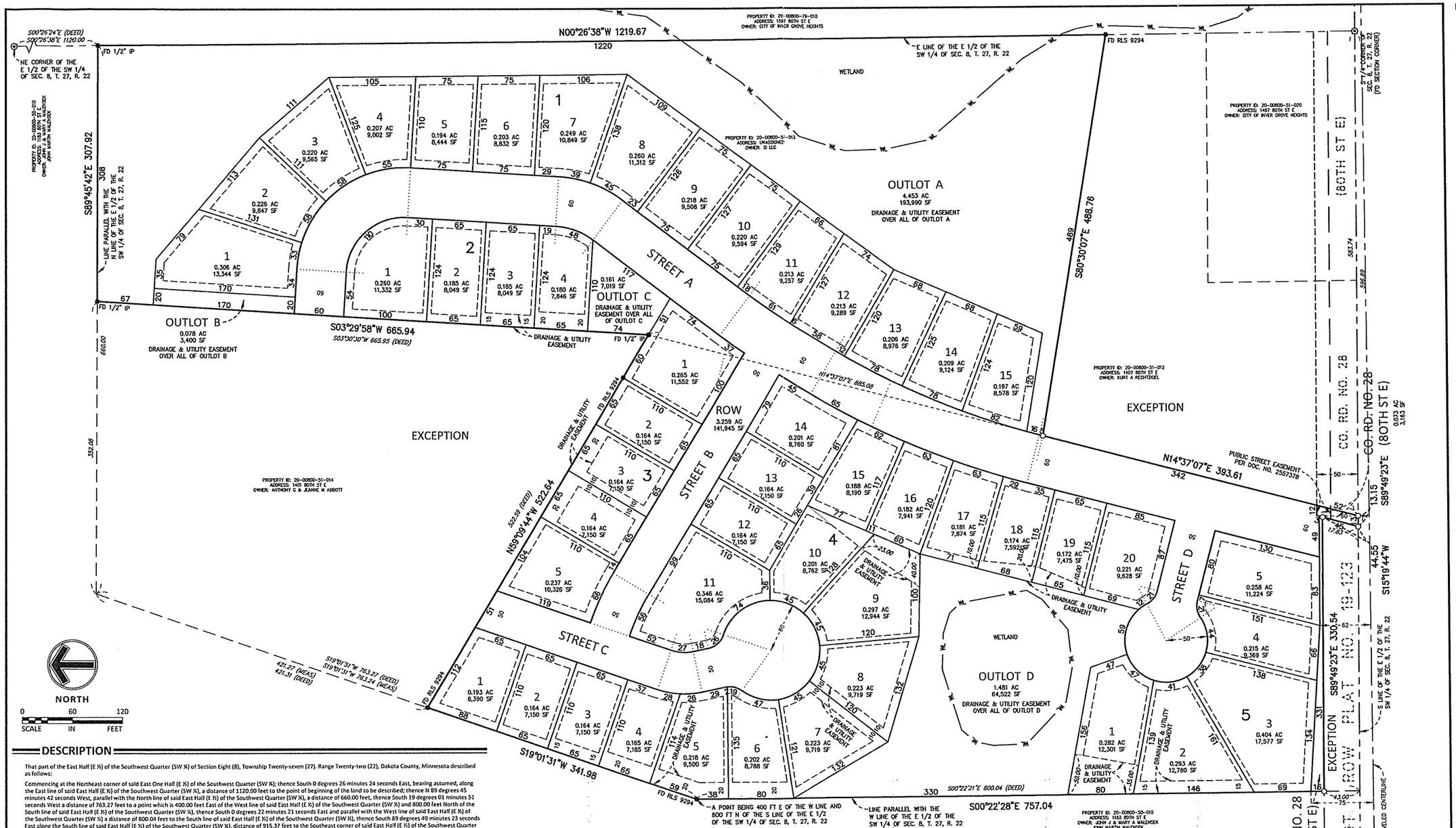
- An innovative stormwater management plan in compliance with all engineering standards ensures that stormwater quality, rate and volume are all controlled on-site;

- Overall impervious surfaces have been minimized in as much as possible, and the final impervious total at full build-out will be in compliance with the allowed maximum by code;

- All proposed deviations from code are minor in nature, and all are specifically needed to create a better overall design and an improved living environment; two main goals of the NWA overlay district; and

- The land is being put to efficient use in a manner that represents a win-win for all parties: the proposed residential density conforms to City expectations, the preserved open space being dedicated to the City ensures its continued protection which benefits future residents and adjacent lands alike, and the proposed road network is designed to accommodate future development of adjacent lands.

We respectfully request approval of the preliminary PUD at this time.



DESCRIPTION

That part of the East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼) and 800.00 feet North of the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half (E ½) of the Southwest Quarter (SW ¼) a distance of 800.04 feet to the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), distance of 915.37 feet to the Southeast corner of said East Half (E ½) of the Southwest Quarter (SW ¼), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), a distance of 1521.69 feet to the point of beginning.

EXCEPT that part of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼); 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E ½) of the Southwest Quarter (SW ¼), 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 ½) of the Southwest Quarter (SW ¼), 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 plated 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 ½) of the Southwest Quarter (SW ¼) 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 ½) of the Southwest Quarter (SW ¼); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E ½) of the Southwest Quarter (SW ¼) 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 1/2) of the Southwest Quarter (SW ¼) and there terminating according to the Government survey thereof.

DEVELOPMENT SUMMARY

AREA		
GROSS SITE AREA	877,568 SF	20.146 AC
LESS WETLAND	(60,493) SF	(1.389) AC
LESS CO RD NO. 28 R-O-W	(3,163) SF	(0.073) AC
NET DEVELOPABLE AREA	813,912 SF	18.684
OPEN SPACE		
OUTLOT A	193,990 SF	4.453 AC
OUTLOT C	7,019 SF	0.161 AC
OUTLOT D	64,522 SF	1.481 AC
TOTAL OPEN SPACE	265,531 SF	6.095 AC
OUTLOT B	3,400 SF	0.078 AC
DEVELOPMENT STREET ROW	141,945 SF	3.259 AC
LOT SUMMARY		
NUMBER OF LOTS	49 LOTS	
OUTLOTS	4 OUTLOTS	

DEVELOPMENT SUMMARY

SETBACKS	
FRONT YARD	20 FEET MIN. & 30 FEET MAX.
REAR YARD	30 FEET
PROPOSED SIDE YARD	5/10 FEET
ZONING	
EXISTING ZONING	LOW MEDIUM DENSITY RESIDENTIAL 3-6 U/AC
PROPOSED ZONING	R-1C PUD - PER CITY OF INVER GROVE HEIGHTS

DEVELOPMENT NOTES

A. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.

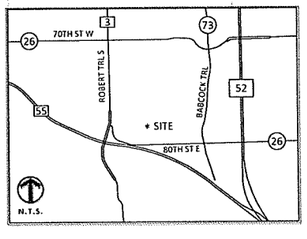
B. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.

C. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.

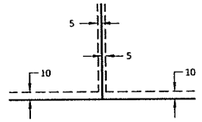
D. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

E. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO THE HIGH WATER LEVEL OF ALL PONDS

VICINITY MAP



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES AND REAR LINES, AS SHOWN ON THE PLAT.

mfra
engineering surveying planning environmental
14800 28th Ave. N, Ste 140
Plymouth, Minnesota 55447
(763) 476.6010 telephone
(763) 476.8532 facsimile
www.mfra.com

Client
Meridian Land Company

Project
Fox Glen

Location
Inver Grove Heights, MN

Certification

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed LAND SURVEYOR under the laws of the State of Minnesota.

PRELIMINARY

Marcus F. Hanson
Registration No. 41481 Date: 3/14/2014

This certificate is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at MFRA, Inc., Plymouth, MN office.

Summary

Designed: BJJ Drawn: JRH
Approved: MFH Book / Page: 351/70
Phase: Initial Issue: 3/11/2014

Revision History

No.	Date	By	Submittal / Revision
A	4/24/14	JRH	Changed lot layout

Sheet Title
Preliminary Plat

Sheet No. **Revision**
1/1 **A**

Project No. MER19880

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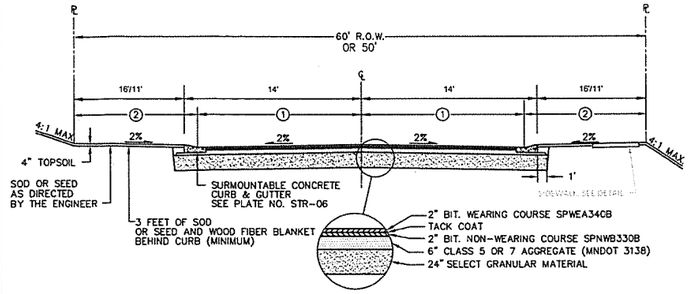

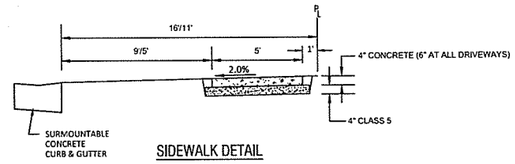

SIDEWALK DETAIL

NOTE:
1. ALL RADII TO BE B618 CURB AND GUTTER WITH 10' TRANSITIONS FROM EACH SIDE OF RADIUS.
2. FOR CATCHBASIN TRANSITIONS SEE PLATE NO. STR-07.
3. DRAINTILE SHALL BE INSTALLED AT ALL LOW POINTS OR AS DIRECTED BY THE ENGINEER. SEE PLATE NO. STM-08.
4. CONTRACTION JOINTS SHALL BE PLACED EVERY 5 FEET.

DEVELOPMENT NOTES

A. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.

B. ALL DIMENSIONS SHOWN FROM THE BACK OF CURB TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

C. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.

D. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.

E. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

F. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO THE HIGH WATER LEVEL OF ALL PONDS

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING PAD		
RETAINING WALL		
WETLAND LIMITS		WL
WETLAND BUFFER		
SETBACK LINE		
STREET LIGHT		
CONCRETE SIDEWALK		

DEVELOPMENT SUMMARY

GROSS SITE AREA	877,568 SF	20.15 AC
LESS WETLAND	(60,493 SF)	(1.39 AC)
LESS CO. RD. 28 ROW	(3,163 SF)	(0.07 AC)
NET DEVELOPABLE AREA	813,912 SF	18.69 AC
OPEN SPACE		
OUTLOT A	193,990 SF	4.45 AC
OUTLOT C	7,019 SF	0.16AC
OUTLOT D	64,522 SF	1.48 AC
TOTAL OPEN SPACE	265,531 SF	6.09 AC
DEVELOPMENT STREET ROW	141,945 SF	3.26 AC
LOT SUMMARY		
NUMBER OF LOTS		49
UNITS/DEVELOPABLE AREA		2.62 U/AC
OUTLOTS		4
SETBACKS		
FRONT YARD	MINIMUM 20 FEET - MAXIMUM 30 FEET	
REAR YARD		30 FEET
SIDE YARD		10 FEET & 5 FEET
SIDE YARD AT CORNER		20 FEET
SETBACK FROM CO. RD. 28		50 FEET
WETLANDS (MANAGE 4)		
WETLAND BUFFER STRIP		15 FEET
STRUCTURE SETBACK (FROM BUFFER STRIP)		10 FEET
WETLANDS (MANAGE 3)		
WETLAND BUFFER STRIP		20 FEET
STRUCTURE SETBACK (FROM BUFFER STRIP)		10 FEET
ZONING		
EXISTING ZONING	(LOW MEDUM DENSITY RESIDENTIAL 3-6 U/AC)	
PROPOSED ZONING		R-1C/PUD
COMPREHENSIVE PLAN GUIDE		3-6 UNITS/ACRE
IMPERVIOUS AREA		
GROSS SITE AREA		20.146 AC
LESS CO RD 28 ROW		(0.073) AC
NET SITE AREA		20.073 AC
ALLOWABLE IMPERVIOUS AREA (30%)		262,322 SF
LESS STREETS		(81,824) SF
LESS SIDEWALK		(9,746) SF
IMPERVIOUS AREA REMAINING FOR HOMES		3,485 SF/LOT

TYPICAL LOT DETAIL

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Client
MERIDIAN LAND COMPANY

Project
FOX GLEN

Location
INVER GROVE HEIGHTS, MINNESOTA

Certification
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Brian J. Johnson
Registration No. 21829 Date: 03/24/2014
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Summary
Designed: BJJ Drawn: JN
Approved: BJJ Book / Page:
Phase: PRELIMINARY Initial Issue: 03/17/2014

Revision History

No.	Date	By	Submittal / Revision
A	05/19/14	EPF	CITY COMMENTS

Sheet Title
PRELIMINARY SITE PLAN

Sheet No. **C3.01** **Revision** **A**

Project No. MER19880

May 19, 2014 - 1:06pm - User:234 L:\PROJECTS\MER19880\dwg\Civil\Preliminary\19880-C301-SITE.dwg

LEGEND

SITE BOUNDARY AREA: 20.15 AC
NET DEVELOPABLE AREA: 18.68 AC

DESIGNATED AREA	REQUIRED ACRES	PROPOSED ACRES
NATURAL AREA / OPEN SPACE (20% OF SITE)	3.74 AC	6.30 AC (33%)
UNDISTURBED NATURAL AREA / OPEN SPACE	1.87 AC	3.40 AC
DISTURBED NATURAL AREA / OPEN SPACE	1.87 AC	2.90 AC
CONTIGUOUS NATURAL AREA/ OPEN SPACE (MIN. 100' WIDE)	2.81 AC	5.24 AC

DEVELOPMENT NOTES

A. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.

B. ALL DIMENSIONS SHOWN FROM THE BACK OF CURB TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

C. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.

D. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.

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LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING PAD		
RETAINING WALL		
WETLAND LIMITS		WL
WETLAND BUFFER		
SETBACK LINE		
STREET LIGHT		
CONCRETE SIDEWALK		
UNDISTURBED NATURAL AREA / OPEN SPACE		
DISTURBED NATURAL AREA / OPEN SPACE		

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Approved: BJJ Book / Page:
Phase: PRELIMINARY Initial Issue: 03/17/2014

Revision History

No.	Date	By	Submittal / Revision
A	05/19/14	EPF	CITY COMMENTS

Sheet Title
OPEN SPACE PLAN

Sheet No. **Revision**
C3.02 **A**

Project No. MER19880

May 19, 2014 - 1:07pm - User:234 L:\PROJECTS\MER19880\dwg\Civil\Preliminary\19880-C3D2-OPENSPACE.dwg

GRADING NOTES

1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.

2. THE CONTRACTOR IS CAUTIONED THAT "THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA AT 1-800-252-1166). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

   IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

4. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

5. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.

6. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.

7. REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION (MN/DOT) STANDARDS.

9. RETAINING WALL(S) SHALL BE CONSTRUCTED OF MODULAR BLOCK. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.

10. IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO ACTIVE DRAIN TILE SHALL BE BACKFILLED WITHOUT REVIEW, DISCUSSION AND APPROVAL FROM THE PROJECT ENGINEER.

11. SEE SHEET C9.01 FOR DETAILS.

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
STORM SEWER		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SPOT ELEVATION	962.5	962.5
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
SOIL BORINGS		
INFILTRATION AREA		

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Project
FOX GLEN

Location
INVER GROVE HEIGHTS, MINNESOTA

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Brian J. Johnson
Registration No. 21829 Date: 03/24/2014

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Summary

Designed: BJJ Drawn: JN
Approved: BJJ Book / Page:
Phase: PRELIMINARY Initial Issue: 03/17/2014

Revision History

No.	Date	By	Submittal / Revision
A	05/19/14	EPF	CITY COMMENTS

Sheet Title
PRELIMINARY GRADING PLAN

Sheet No. **Revision**
C4.01 **A**

Project No. MER19880

SEQUENCE OF CONSTRUCTION

PHASE I:
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:
1. TEMPORARILY SEED DENUDED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

NOTE TO CONTRACTOR

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA, THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

LEGEND

	PROPOSED	EXISTING
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
SILT FENCE	SF	
SILT DIKE	SD	
LIMITS OF DISTURBANCE		
SOIL BORINGS		ST-9
DIRECTION OF OVERLAND FLOW		
TEMPORARY DIVERSION DITCH		
LIMITS OF DRAINAGE SUB-BASIN		
INLET PROTECTION DEVICE 1		
TEMPORARY STONE CONSTRUCTION ENTRANCE		
TEMPORARY SEDIMENT BASIN	SB	
TEMPORARY STORAGE AND PARKING AREA	TS	
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)	TSM	

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Approved: BJJ Book / Page:
Phase: PRELIMINARY Initial Issue: 03/17/2014

Revision History

No.	Date	By	Submittal / Revision
A	05/19/14	EPF	CITY COMMENTS

Sheet Title
PHASE I EROSION & SEDIMENTATION CONTROL PLAN

Sheet No. C5.01 **Revision** A

Project No. MER19880

SEQUENCE OF CONSTRUCTION

PHASE I:
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
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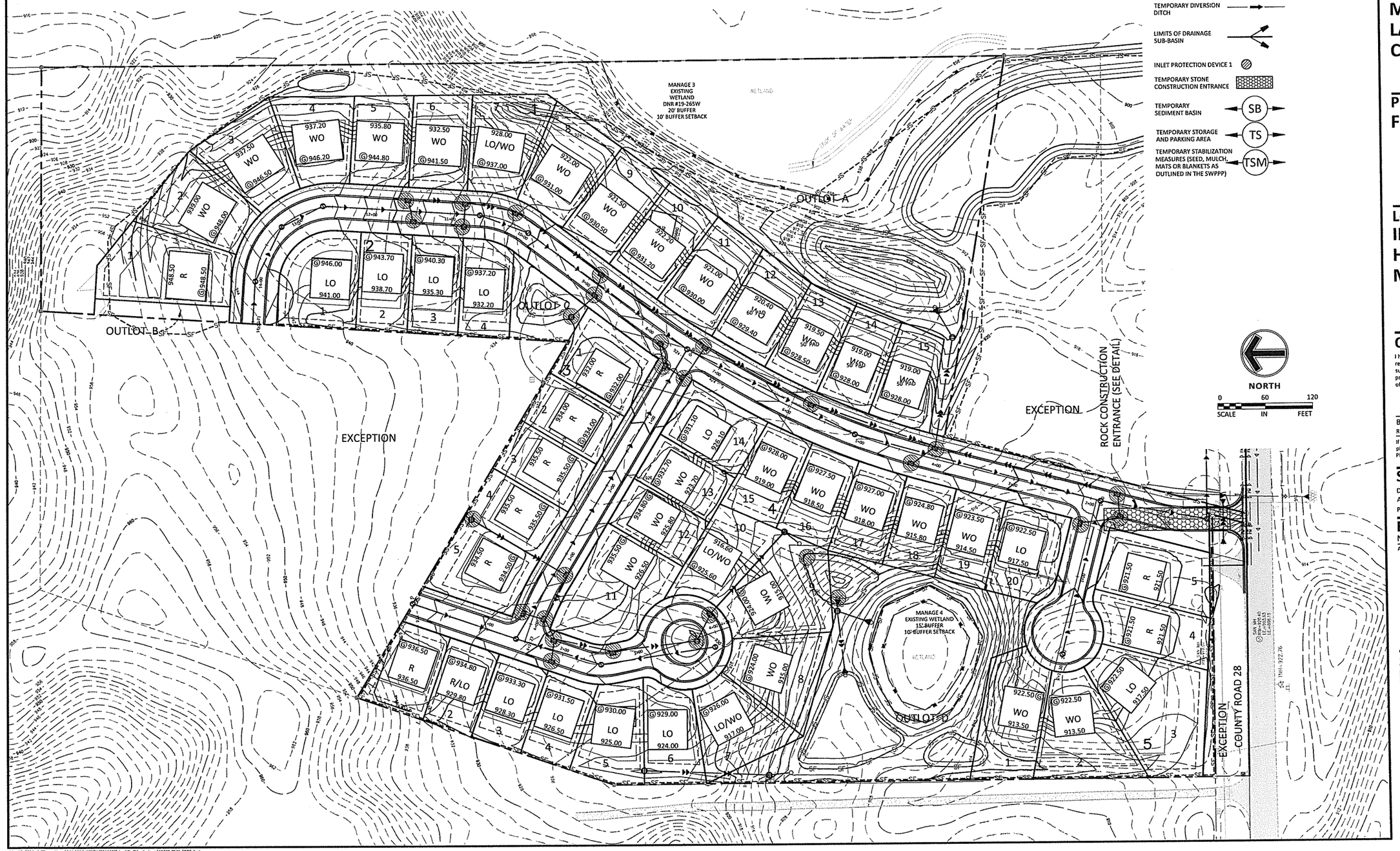
LEGEND

	PROPOSED	EXISTING
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
SILT FENCE	SF	
SILT DIKE	SD	
LIMITS OF DISTURBANCE		
SOIL BORINGS		ST-9
DIRECTION OF OVERLAND FLOW		
TEMPORARY DIVERSION DITCH		
LIMITS OF DRAINAGE SUB-BASIN		
INLET PROTECTION DEVICE 1		
TEMPORARY STONE CONSTRUCTION ENTRANCE		
TEMPORARY SEDIMENT BASIN	SB	
TEMPORARY STORAGE AND PARKING AREA	TS	
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)	TSM	



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Revision History

No.	Date	By	Submittal / Revision
A	05/19/14	EPF	CITY COMMENTS

Sheet Title
PHASE II EROSION & SEDIMENTATION CONTROL PLAN

Sheet No. C5.02 **Revision** A

Project No. MER19880

May 19, 2014 - 1:07pm - User:234 L:\PROJECTS\MER19880\dwg\CIVIL\Preliminary\19880-C501-EROS.dwg

PROPERTY SUMMARY

1. Subject property's address is unassigned, its property identification number is 20-00800-51-013.
2. The gross area of the subject property is 20.146 Acres or 877,568 Square Feet.
3. The subject property is zoned A: agricultural, located in the Northwest Area Overlay District, per the City of Inver Grove Heights zoning map, dated January 2014.
4. There are no buildings on the subject property.
5. Topography shown hereon is per LIDAR data provided by the Minnesota Department of Natural Resources. Said data was obtained by MFRA on 3/10/2013.

SURVEY NOTES

1. The bearing system is based on the Dakota County coordinate system, NAD83 (1986 Adjust). With an assumed bearing of N00°26'38"W for the east line of the Southwest 1/4 of Section 8, Township 27, Range 22, the originating monuments utilized to establish the horizontal position of this survey was the North 1/4 corner and the South 1/4 corner of said section.
2. Field work was completed on 3/12/2014.

LEGEND

- FOUND MONUMENT
- SET MONUMENT
- ELECTRIC METER
- LIGHT
- AIR CONDITIONER
- GUY ANCHOR
- HANDICAP STALL
- UTILITY POLE
- GUARD POST
- BOLLARD
- SIGN
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- FLARED END SECTION
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- GAS METER
- OVERHEAD WIRE
- CHAIN LINK FENCE
- IRON FENCE
- WIRE FENCE
- WOOD FENCE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF ACCESS
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- LANDSCAPE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE

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Revision History

No.	Date	By	Submittal / Revision

Sheet Title
EXISTING CONDITIONS

Sheet No. **Revision**
C2.01

Project No. MER19880

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

KURT RECHTZIGEL – Case No. 14-14PA

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	[X]	None
Contact:	Allan Hunting 651.450.2554	[ ]	Amount included in current budget
Prepared by:	Allan Hunting, City Planner	[ ]	Budget amendment requested
Reviewed by:		[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[ ]	Other

PURPOSE/ACTION REQUESTED
Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation of the property from HDR, High Density Residential to MDR, Medium Density Residential for property located on the north side of 80th between Hwy 3 and Babcock Trail.

- Requires 4/5th's vote.
- 60-day deadline: June 20, 2014 (first 60-days)

SUMMARY
The applicant is requesting to change the land use category of an approximately 2.75 acre parcel from the current designation of HDR, High Density Residential (12+ units/acre) to MDR (6-12 units per acre). The property is located in the Northwest Area.

ANALYSIS
The subject property was part of a comprehensive plan amendment in 2010 that change the land use from MDR (6-12 units/acre) to HDR in anticipation of a multi complex apartment project. The projected land use now is for a 20 unit townhouse development. The density of the project would be at 7+ units/acre.

Based on the concept plan submitted with the application, the project would meet the density expectations from the financial analysis for utility extensions.

The applicant is working with Meridian Land Company to coordinate some the grading and utility construction for both projects.

A change to MDR is consistent with the designation adopted as part of the 2030 Comprehensive Plan. The project would provide for a different housing mix as anticipated by the comp plan.

RECOMMENDATION
Planning Staff: Recommends approval of the comp plan land use change as presented.

Planning Commission: Also recommends approval of the comp plan land use change (6-0).

Attachments: Resolution Approving Comp Plan Amendment
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FOR THE PROPERTY DESCRIBED BELOW FROM HDR, HIGH DENSITY RESIDENTIAL TO MDR, MEDIUM DENSITY RESIDENTIAL

CASE NO. 14-14PA
(Kurt Rechtzigel)

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

SEE EXHIBIT A

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

WHEREAS, the request is to change the land use category of the property from HDR, High Density Residential to MDR, Medium Density Residential;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 20, 2014, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

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

1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.

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

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

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

Adopted by the City Council of Inver Grove Heights on this 9th day of June, 2014.

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

SECTION 8, TOWNSHIP 7, RANGE 22

PT OF E 1/2 OF SW 1/4 BEG S LINE 300 FT W OF SE COR W 283.72 FT N 13D 35M 16S E 393.61 FT S 81D 31M 58S E 493.69 FT TO E LINE S ON E LINE TO PT ON N LINE OF S 180 FT W 300 FT S 180 FT TO BEG SUBJ TO CITY ST ESMNT OVER S 50 FT EX PT IN EXISTING R/W CR #28.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 20, 2014

SUBJECT: **KURT RECHTZIGEL – CASE NO. 14-14PA**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the land use designation from HDR, High Density Residential to MDR, Medium Density Residential, for the property located at 1407 – 80th Street. 4 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Rechtzigel property abuts the Fox Glen property which was recently approved for a comprehensive plan amendment to an LMDR. The applicant is requesting a comprehensive plan land use change from High Density Residential (HDR) to Medium Density Residential (MDR) for a future proposed townhome development of about 20 units. The property was designated as MDR in the 2030 Comprehensive Plan. It was increased in 2010 when the landowners of this property and those to the west and north applied for and received a comprehensive plan amendment to change the property to HDR. The applicant has been working with the Fox Glen developers in regard to stormwater and utilities. The applicant is currently in negotiations with the City in regard to a land swap for the old Schroeder property. Based on current market trends it does not appear likely that higher density residential development would occur at this location, staff feels the townhouse project would provide a good mix of housing, the project meets the projected density for the financial assumptions, and therefore staff recommends approval of the request.

Chair Hark clarified that the only request being considered tonight was the comprehensive plan amendment, and he asked if the project details would come back at a later date.

Mr. Hunting replied that if the comprehensive plan was approved by City Council the applicant would then come back with a preliminary plat and preliminary PUD plan.

Commissioner Wippermann noted that the applicant was using the same development name as an earlier request for single-family lots to the west, and asked if they were two separate groups.

Mr. Hunting replied in the affirmative, stating there were two different ownerships but they would work together regarding grading, utility, and stormwater.

Opening of Public Hearing
Kurt Rechtzigel, 1407 East 80th Street, advised he was available to answer any questions.

Chair Hark asked if the applicant had read and understood the report.

Mr. Rechtzigel replied in the affirmative. He advised that originally there were three separate landowners looking to combine their properties into one parcel and construct a high density townhome development. The market then went soft and the land sat dormant. He is working with the developers of the proposed Fox Glen single-family homes on certain items to make the development work for all parties. He is also working on a land swap with the City for the old Schroeder property.

Commissioner Gooch noted that the neighboring property was recently re-guided for low density residential and he asked if it was the applicant's desire for his property to be low density as well.

Mr. Rechtzigel replied it was not. He advised that he had an existing house and outbuilding on his property which would have to be moved or demolished and, therefore, in order for this to be financially feasible he would have to be able to put 20 units in the development.

Commissioner Gooch asked how many low density lots he could get on his property.

Mr. Rechtzigel replied 5 or 6.

Commissioner Wippermann asked if the applicant would be using the same builders as the single-family section.

Mr. Rechtzigel replied he would not. He advised they would be working together on some items, however, noting that Meridian Land Company would like to install a sewage ejection pump on his property. The land swap between he and the City would allow that to happen. The land swap would also give the City access to the holding pond and infiltration areas for maintenance.

Commissioner Wippermann asked what the approximate price range would be for the townhouses.

Mr. Rechtzigel replied $200,000-$250,000. He provided a rendering of the general design of the townhomes, stating they would be multi-level units with two-car garages.

Commissioner Wippermann asked if the townhouses would be owner-occupied.

Mr. Rechtzigel replied in the affirmative, stating they would have individual utility services and would pay association dues to cover maintenance costs.

Commissioner Wippermann questioned if the proposed townhouses would complement the single-family residences going up immediately to the west and whether they would affect property values.

Mr. Rechtzigel replied they would be similar in style and design. He advised that Meridian Land Company gave him permission to use the renderings and they supported his proposal.

Commissioner Lissarrague asked if the townhomes would be two-story on slab.

Mr. Rechtzigel replied they would be multi-level three-bedroom units with daylight windows on the lower level.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Klein, second by Commissioner Scales, to approve the request for a comprehensive plan amendment to change the land use designation from HDR, High Density Residential to MDR, Medium Density Residential, for the property located at 1407 – 80th Street, with the two conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on June 9, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE:	May 16, 2014	**CASE NO.** 14-14PA	
APPLICANT:	Kurt Rechtzigel		
PROPERTY OWNER:	Kurt Rechtzigel		
REQUEST:	Comprehensive Plan Amendment to change land use from HDR, High Density Residential to MDR, Medium Density Residential		
LOCATION:	80th Street between Hwy 3 and Babcock Trail		
HEARING DATE:	May 20, 2014		
COMPREHENSIVE PLAN:	High Density Residential		
ZONING:	A, Agricultural		
REVIEWING DIVISIONS:	Planning	**PREPARED BY:**	Allan Hunting City Planner

---

BACKGROUND

The applicant has submitted an application for a comprehensive plan land use change for a future proposed townhome development located in the Northwest Area on land located on the north side of 80th Street, east of Hwy 3. The current designation would allow for 12+ units per acre. The applicant is proposing a project with an anticipated density of 7.8 units per acre. The applicant is requesting a change to MDR, Medium Density Residential which has a density range of 6-12 units per acre. The project site consists of a single parcel of 2.74 gross acres.

The property is currently zoned A, Agricultural and located within the Northwest Area Overlay District.

The applicant has chosen to request the land use change portion of the application first before a detailed PUD application is submitted. A concept plan of the development is included with this report. Some elements of the concept plan may need some changes to meet the Northwest Area's requirements and that would be addressed with the PUD plan review. The task at hand with the comprehensive plan review is to determine if Medium Density Residential is an appropriate land use.

SURROUNDING USES

The subject property is surrounded by:

North	Vacant lot; zoned A, Agricultural; guided Low-Medium Density Residential.
East	Inver Wood Golf Course.
West	Vacant land; zoned A, Agricultural; guided Low-Medium Density Residential.
South	City owned parcel, Vacant; zoned A, Agriculture; guided Medium Density Residential and Industrial Office Park south of Hwy 55.

EVALUATION OF REQUEST

Comprehensive Plan Amendment

When the City began its work on the 2020 Comprehensive Plan back in 1996, detailed land use and utility studies had not yet been done for the Northwest Area. The land use designation for this property and the surrounding properties to the north and west were guided for Low Density Residential.

When the Alternative Urban Areawide Review (AUAR) was conducted for the Northwest Area in 2005, the land use designation was identified as Low-Medium Density in order to address overall unit counts and density projections.

During the planning of the 2030 Comprehensive Plan, it was brought up by the landowners of some of the parcels in the Northwest Area (including the subject parcel) that some of the land had greater density potential than shown in the AUAR and in initial drafts of the comp plan. It was later determined that the subject parcels and surround parcels would have the ability to change some land use densities. Those subject parcels were reclassified to Medium Density.

In 2010, the landowners of this property and those to the west and north applied for and received a comprehensive plan amendment to High Density Residential. The project at that time was to be a multiple family project of approximately 480 units. The property directly abutting to the north and west was just recently reguided to LMDR.

The Land Use Chapter of the comprehensive plan has a description of the Northwest Area which includes the following:

> "This comprehensive plan update modifies some of the land uses previously guided for the Northwest Area. These modifications are based on what we have learned over the last eight years of planning work completed in the Northwest Area as well as reflections of recent development proposals and comprehensive plan amendments. Two key guidelines were adhered to in modifying the land uses in the Northwest Area. 1) the

> development projections assumed within the Northwest AUAR remain higher than those projected for the 2030 Comprehensive Plan update, thus rendering the AUAR still effective and not impacting the design capacity of future infrastructure. 2) the assumptions used to determine how infrastructure improvements are financed remain on the low side, thus making sure that we project to exceed the amount of development needed to ensure the delivery of infrastructure to the Northwest Area is financially feasible."

This indicates that when the change to Medium Density occurred, the overall land use assumptions for the AUAR were still higher and so there was no negative impact with this change. A redesignation back to Medium Density Residential on the parcel would be the same as the findings of the AUAR.

Based on the current land use designation (HDR 12+ units/acre), the number of units allowed would be 32 on up. Based on the proposed attached townhome product type, an R-3B zoning would be the required zoning approved with a PUD. The applicant is proposing 20 units which would comply with the comp plan designation minimum density.

The project would provide for a different housing mix as anticipated by the comp plan and the project unit count exceeds the numbers anticipated in the financial assumptions.

The change to MDR is the designation adopted in the 2030 Comprehensive Plan.

The applicant has gone through the required sketch plan review process per the Northwest Area and has submitted preliminary information pertaining to the Natural Resource Inventory, net developable area, and development capacity plan. The concept plan met all these criteria.

The property abuts 80th Street or County Road 28. The County has control of access. The County has approved a preliminary alignment of future 80th Street that will connect to the round-about at Hwy 3. Access points have been identified and the developer's proposed access point appears to be consistent with the county's preliminary alignments. 80th Street would also be widened in the future to accommodate the increased traffic once more development occurs.

The property to the south is guided Industrial Office Park. A change to a lower density multiple family residential would typically be a transitional land use between residential and higher intensity. Any future industrial development would be southeast of this project. Hwy 55 MnDOT right-of-way is directly across the street.

The small size of the parcel would make it difficult to develop with a high density product.

The property abuts the Inverwood Golf Course to the east. This land is guided Public. Residential is typical along golf courses as it provides a good open space amenity.

INCLUSION OF CITY OWNED PROPERTY

The applicant is proposing a land swap with the City to utilize the old Schroeder property that the City purchased a few years ago. The Schroeder property has a natural low area that would be used for the storm water needs of the project. This same area was shown on the Fox Glen single family project as a storm water basin for both developments. The City is in negotiations with the applicant regarding this land swap/acquisition. The applicant has noted that reconfiguring the properties is very important to the ultimate design and viability of this project. While the comp plan amendment is not contingent upon this negotiation, it must be resolved before any PUD or plat could be approved.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. **Approval** If the Planning Commission finds the application acceptable, the Commission has the following options on a recommendation:

Approval of the Comprehensive Plan Amendment from HDR, High Density Residential to MDR, Medium Density Residential subject to the following conditions:

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

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

B. **Denial** If the Planning Commission does not favor the comprehensive plan amendment, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

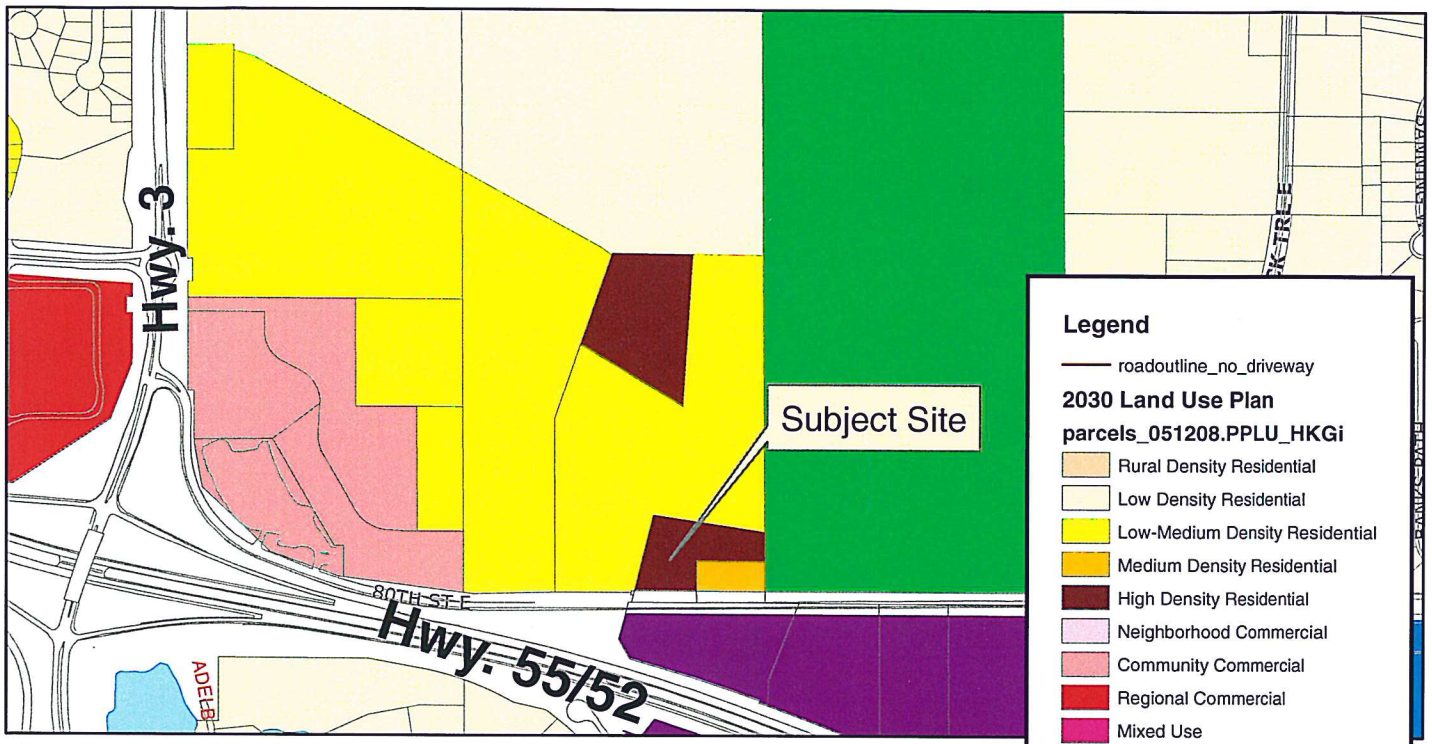
The previous comp plan application and approval in 2010 anticipated a stronger market for higher density development. Based on current market trends and expected longer range trends, it does not appear as likely that higher density residential development would occur at this location. The project as proposed meets or exceeds the projected density for the financial assumptions. Staff recommends approval of the request with the conditions listed.

Attachments: Existing/Proposed Comp Plan Map
Concept Plan
Applicant Narrative

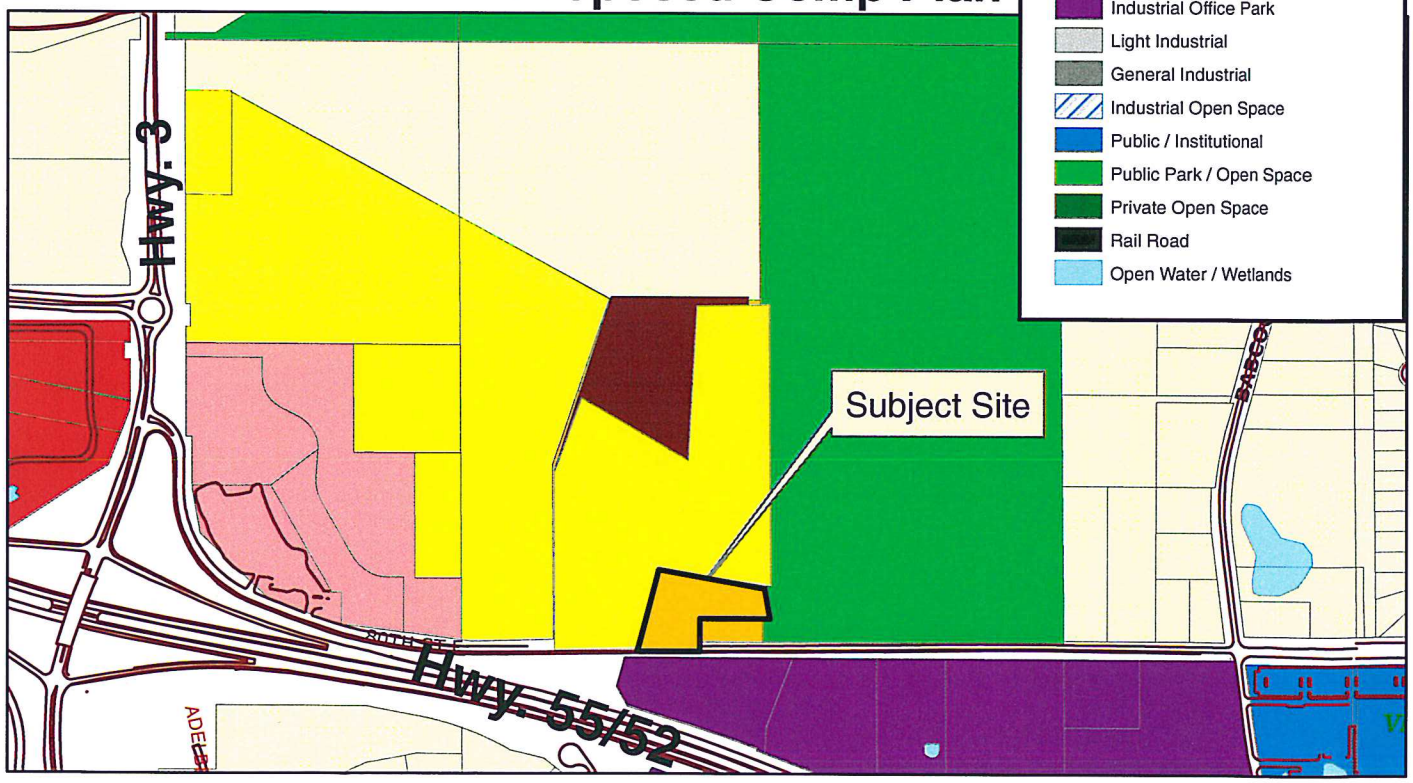
Inver Grove Heights

Fox Glen Townhome Comp Plan Amendment
Case No. 14-14PA

Existing Comp Plan



Proposed Comp Plan



Legend

roadoutline_no_driveway

2030 Land Use Plan

parcels_051208.PPLU_HKGi

- Rural Density Residential
- Low Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Mixed Use
- Office
- Industrial Office Park
- Light Industrial
- General Industrial
- Industrial Open Space
- Public / Institutional
- Public Park / Open Space
- Private Open Space
- Rail Road
- Open Water / Wetlands

Project Narrative
Kurt Rechtzigel
Fox Glen Townhomes
1407 80th Street East
Inver Grove Heights, Minnesota

Existing Conditions/ Project Description

Kurt Rechtzigel is excited to bring to Inver Grove Heights a creative and environmentally sensitive multi-family residential subdivision for the land at 1407 80th Street East, located within the City's Northwest Area (NWA) Overlay District. The existing parcel encompasses 2.98 acres of manicured lawn and mature woods abutting the Inverwood Golf Course. The existing structures on the property would be removed to make way for the proposed development. Additionally, Mr. Rechtzigel is proposing to utilize the 1.24-acre parcel that is owned by the City of Inver Grove Heights and is adjacent to and southeast of the subject property.

The proposed neighborhood will be a 20-unit townhome development situated on the property in a manner that preserves significant buffering along 80th Street East and adjacent to the Inverwood Golf Course. The property would be built-out in a single phase and would integrate nicely with the currently proposed single-family residential development Fox Glen to the northwest. The proposed number of units will result in a net density of 7.75 units per acre, which is consistent with the medium to high density residential intended by the Comprehensive Plan for this area of the City.

The development will tie into and complement the stormwater management system that was designed for Fox Glen. The Fox Glen system is an innovative treatment train approach to storm water management that ensures the development is compliant with all NWA storm water management guidelines. The stormwater management plan for both sites utilizes on-site storm water ponds to provide water quality and rate control, along with infiltration basins to control overall runoff volume. All proposed facilities have been designed in accordance with the City of Inver Grove Height engineering criteria.

The proposed Rechtzigel development has been designed to be an outstanding example of a PUD development within the NWA Overlay District and importantly, will be in substantial compliance with the requirements of the R-3B zoning district.

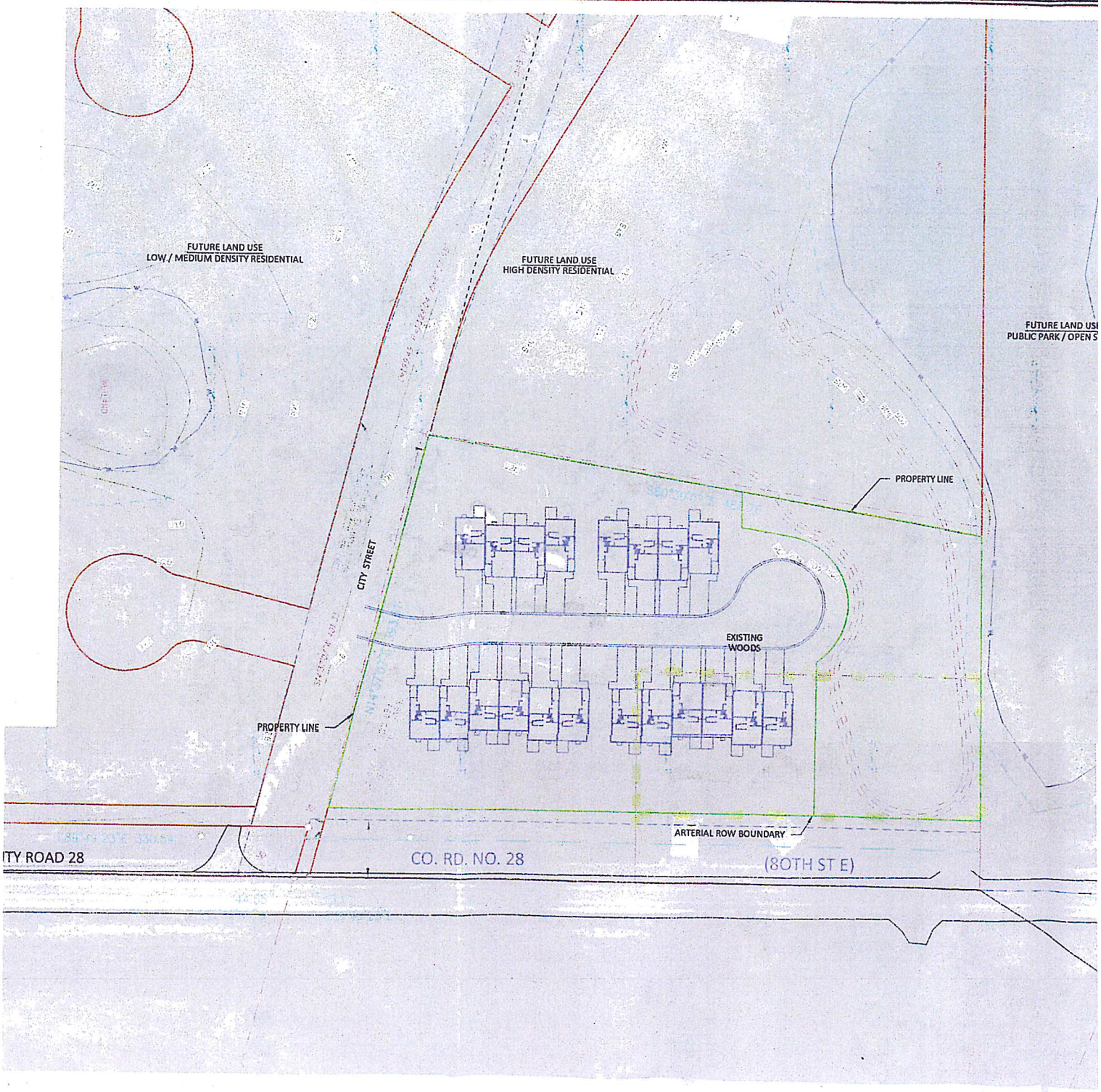
Comprehensive Plan Amendment

As part of this application we are requesting a comprehensive plan amendment for the property. The 2030 Comprehensive Plan designated this property as medium density residential at 6 to 12 units per acre and was amended at a later date to high density residential. The parcels in this area have been marketed for high density residential since the Fall of 2010 and received no development interest due to the location. Traditionally high density residential housing is located in a more urban environment as users seek to

be closer in proximity to retail and office as well as immediate access to public and multi-modal transportation.

We are requesting that the comprehensive plan be amended to guide the property to medium-high density at 6 to 12 units per acre. The change in density would benefit the site, the City of Inver Grove Heights and the public by better protecting the sites natural features, reduce traffic, allow better quality open space from the natural area/ open space to the east of the property and provide a better transition to the adjacent future land uses.

PLAN


FUTURE LAND USE
LOW / MEDIUM DENSITY RESIDENTIAL
FUTURE LAND USE
HIGH DENSITY RESIDENTIAL
FUTURE LAND USE
PUBLIC PARK / OPEN S
PROPERTY LINE
CITY STREET
EXISTING
WOODS
PROPERTY LINE
ARTERIAL ROW BOUNDARY
TY ROAD 28
CO. RD. NO. 28
(80TH ST E)

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS – Case No. 14-10ZA

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the Third Reading of an Ordinance Amendment regulating parking of vehicles and recreational vehicles in the front yard.

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

Council reviewed the second reading of the ordinance on May 27 meeting. No changes to the ordinance were suggested. Staff has not received any further comments from residents regarding the proposed ordinance.

RECOMMENDATION

Planning Staff: Presents the ordinance for the third reading.

Attachments: Ordinance Amendment

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 10, Chapter 15, PERFORMANCE STANDARDS of the Inver Grove Heights City Code is hereby amended to read as follows:

10-15A-3: **OFF STREET PARKING REGULATIONS:**

B. Location: Required off street parking in the E and R districts shall be on the same lot as the principal building. Required off street parking in all districts shall meet the following setback requirements:

1. Within all E and R districts, all vehicles normally owned or kept by the occupants on the premises must have a garage stall or open parking space on the same lot as the principal use served. Open parking spaces accessory to one- and two-family structures may be located anywhere on the lot containing the principal structure except that such parking may be located in a rear yard to within five feet (5') of an interior side lot line and to within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located between the curb or edge of street pavement and the front line of the principal structure along any street frontage.

b. Parking of vehicles and/or recreational vehicles in the front yard is allowed only on a driveway or parking pad that is directly contiguous and parallel to the driveway. Said areas shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five (5) foot sideyard setback.

c. The following exceptions apply:

1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

2) Parking of vehicles and/or recreational vehicles may be allowed on grass in the front yard on a temporary basis not to exceed any seven day duration.

Section Two. Amendment. Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

PARKING PAD: A surface area or "pad" directly contiguous and parallel to a driveway made of bitumen, concrete or paving blocks.

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for "recreation" class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, boats, boat trailers, personal watercraft, all-terrain vehicles, and all-terrain vehicle trailers.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law and from and after November 1, 2014.

Passed in regular session of the City Council on the ____day of _____, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

AGENDA ITEM 7G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Accepting the Proposal from Bolton & Menk, Inc. for Final Design Services for City Project No. 2014-13 Northwest Area Utility Extension – Argenta Trail Alignment

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular	☐	None
Contact:	Scott D. Thureen, 651.450.2571	☐	Amount included in current budget
Prepared by:	Scott D. Thureen, Public Works Director	☐	Budget amendment requested
Reviewed by:	SDT	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other:

PURPOSE/ACTION REQUESTED

Consider resolution accepting the proposal from Bolton & Menk, Inc. for final design services for City Project No. 2014-13 Northwest Area Utility Extension – Argenta Trail Alignment.

SUMMARY

On March 10, 2014, the City Council accepted a proposal for Bolton & Menk, Inc. to prepare a feasibility study for the extension of utilities in the Argenta Trail area, City Project No. 2014-13 – Northwest Area Utility Extension – Argenta Trail Alignment. The feasibility study was received at the April 14, 2014 City Council meeting, and staff was directed to work with Bolton & Menk, Inc. to prepare a proposal for engineering services for final design and the development of easement descriptions for the project.

The attached proposal has been reviewed by staff. The scope of services and the estimated time and fees are reasonable for the proposed project.

Note that the proposed schedule and the cost estimate are based on the incomplete preliminary plat information that was submitted by Jim Deanovic (Blackstone Vista, Blackstone Ponds, Blackstone Ridge). If this information changes significantly as a result of the approval process, the design costs and time schedule could be affected. The design work cannot begin until those preliminary plats are approved.

Based on Bolton & Menk, Inc.'s involvement in this project to date and their past performance on projects with the City, I recommend that the resolution accepting the proposal be approved.

TJK/kf
Attachment: Resolution
Proposal

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING THE ENGINEERING PROPOSAL FOR FINAL DESIGN SERVICES FOR CITY PROJECT NO. 2014-13 – NORTHWEST AREA UTILITY EXTENSION – ARGENTA TRAIL ALIGNMENT

RESOLUTION NO. _____

WHEREAS, a feasibility study for City Project No. 2014-13 – Northwest Area Utility Extension, Argenta Trail Alignment dated April 10, 2014 was received by City Council on April 14, 2014; and

WHEREAS, the City Council desires to expedite the preparation of plans and specifications for said project; and

WHEREAS, on April 14, 2014, the City Council directed staff to work with Bolton & Menk, Inc. to prepare a proposal for engineering services for final design of said project; and

WHEREAS, a proposal has been received and reviewed by City staff and the City Council.

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

1. The engineering proposal submitted by Bolton & Menk, Inc. is accepted by the City of Inver Grove Heights.

2. The services are covered by the February 2, 2011 Agreement for Professional Engineering Services and Addendum No. 1 to that agreement, dated August 13, 2012.

3. Funding shall come from the Northwest Area Utility Connection fees and developer contributions.

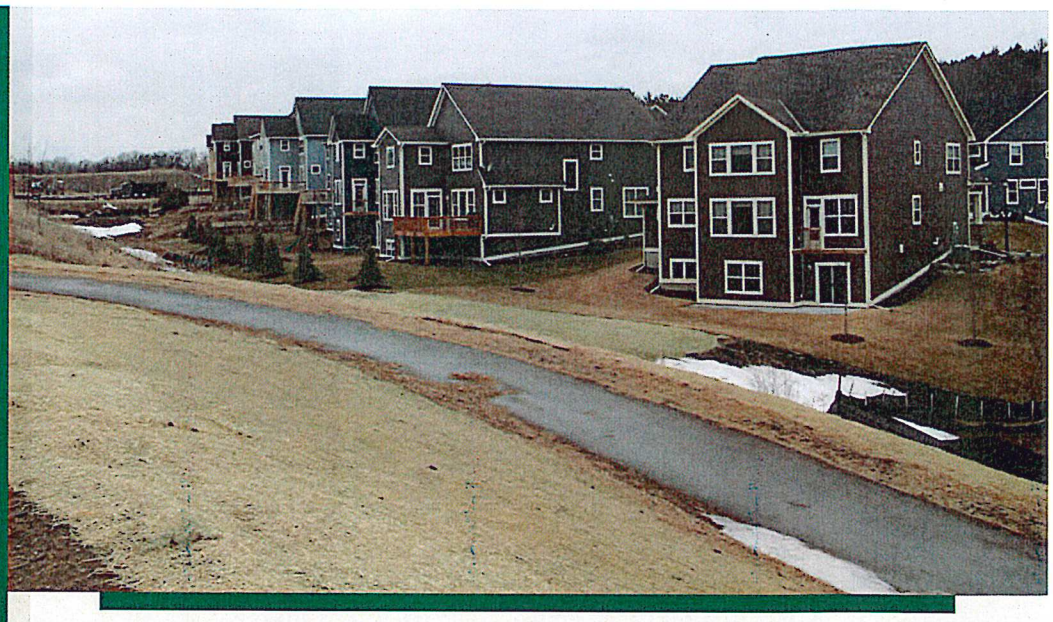
Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of June 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk



Proposal for

Argenta Trunk Utility Improvements

City of Inver Grove Heights

June 3, 2014

Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509
F: 952-890-8065

Contact:
Brian Hilgardner, P.E.
C: 612-328-4729
brianhi@bolton-menk.com

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

June 3, 2014

Mr. Scott Thureen, P.E.
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Argenta Trunk Utility Improvements

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete design services for the Argenta District Trunk Utility Improvements. We look forward to continuing to work with the City on the overall development of the Northwest Area.

As you are aware, Bolton & Menk has been assisting the City since 2006 with the development of the City's Northwest Area infrastructure. Our work has included completion of the recent feasibility report for the Argenta District, the completion of additional studies and reports, and the design and construction of the first $12M of trunk utility improvements in the area. We believe our collective experience and knowledge of the NW Area makes us especially qualified to assist in the continued development of the area, and we are pleased to complete the final design services for the Argenta District Trunk Utility Improvements. The following proposal details our project understanding, scope, key personnel, experience, schedule, and associated fees.

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

Sincerely,

Bolton & Menk, Inc.

Brian Hilgardner, P.E.
Senior Project Manager/
Principal Engineer

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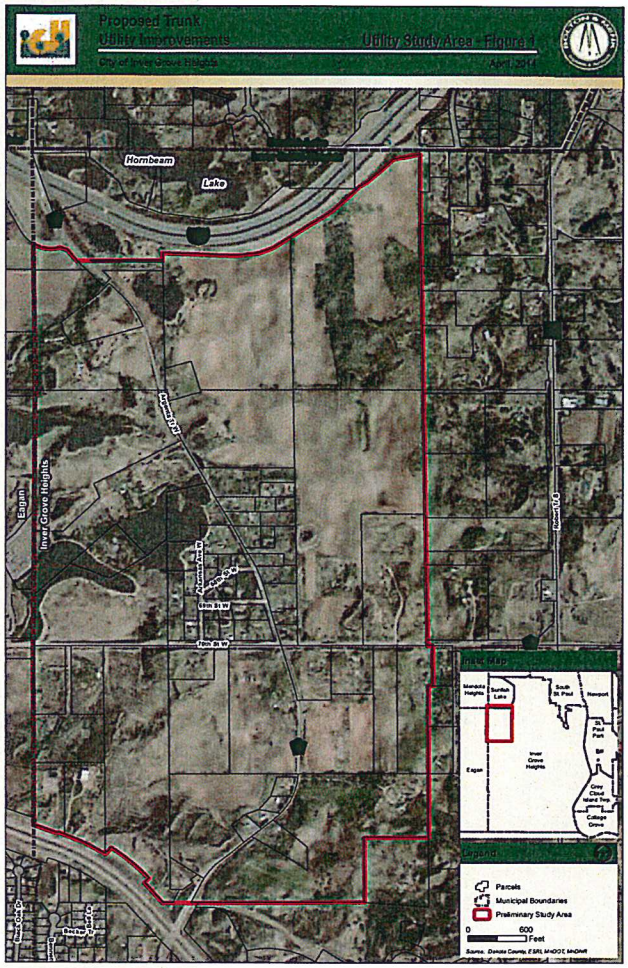
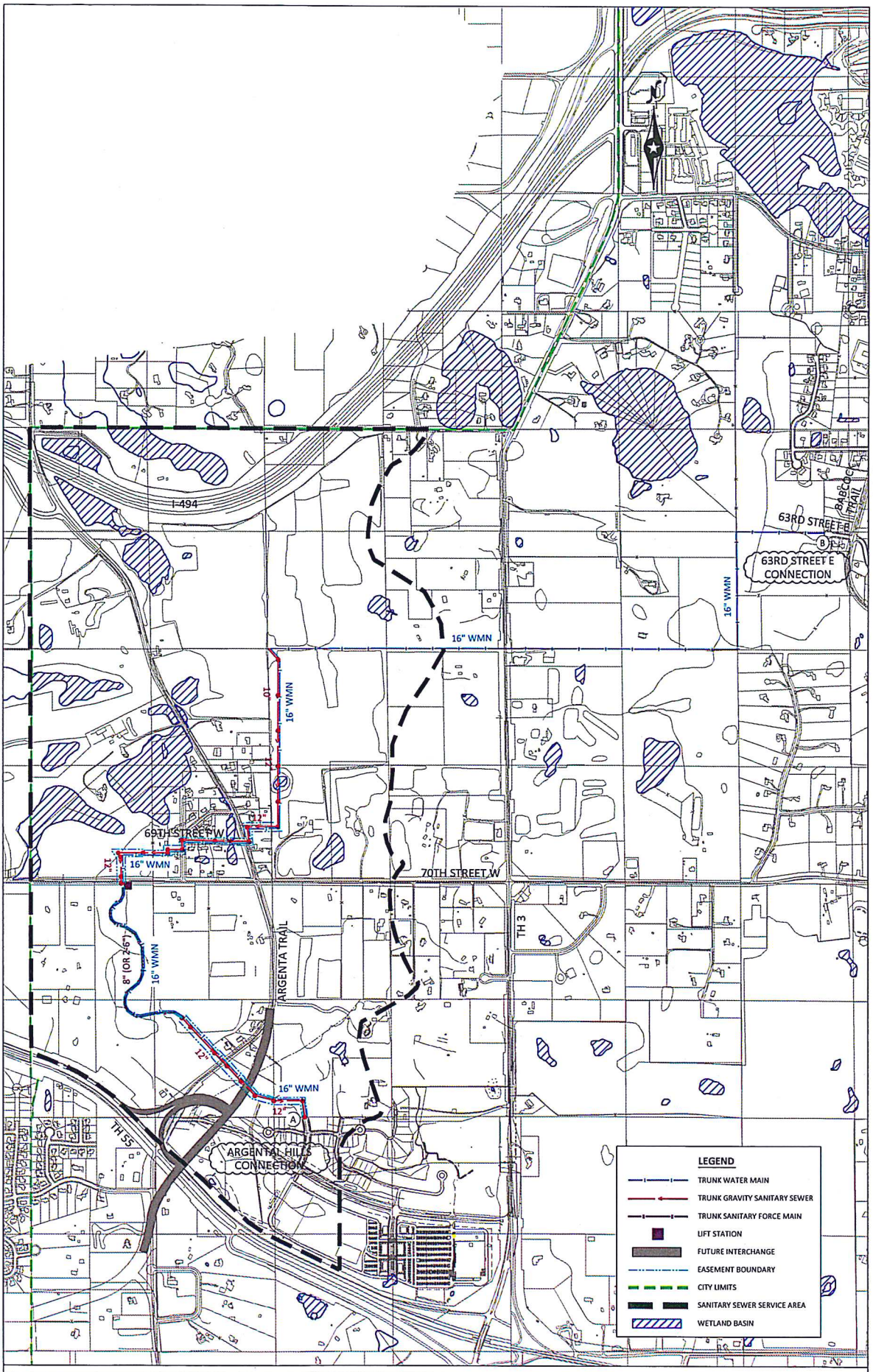
Detailed Work Plan	2
Project Team	3
Project Experience	4
Project Schedule	5
Fee	6

Project Understanding/Approach



Bolton & Menk recently completed a feasibility report for trunk utilities associated with the Argenta District. The report discussed multiple options for serving the entire Argenta District. There is immediate concern for several of the properties south of 70th Street and some just north as well. The feasibility report identified "initial improvements" that would be necessary to serve these properties. Figure No. 8 from the feasibility report is attached to this section for reference of the utilities that would be included as a part of the design and construction services. In addition, we have received several preliminary plats from the City in this area. The plats conform fairly well to the trunk utility alignments that were presented in the feasibility report. Our scope of work and fee associated with this proposal is based on the subdivision plats that have been submitted. These subdivision plats are also attached to this section.



0 500 1000
SCALE FEET

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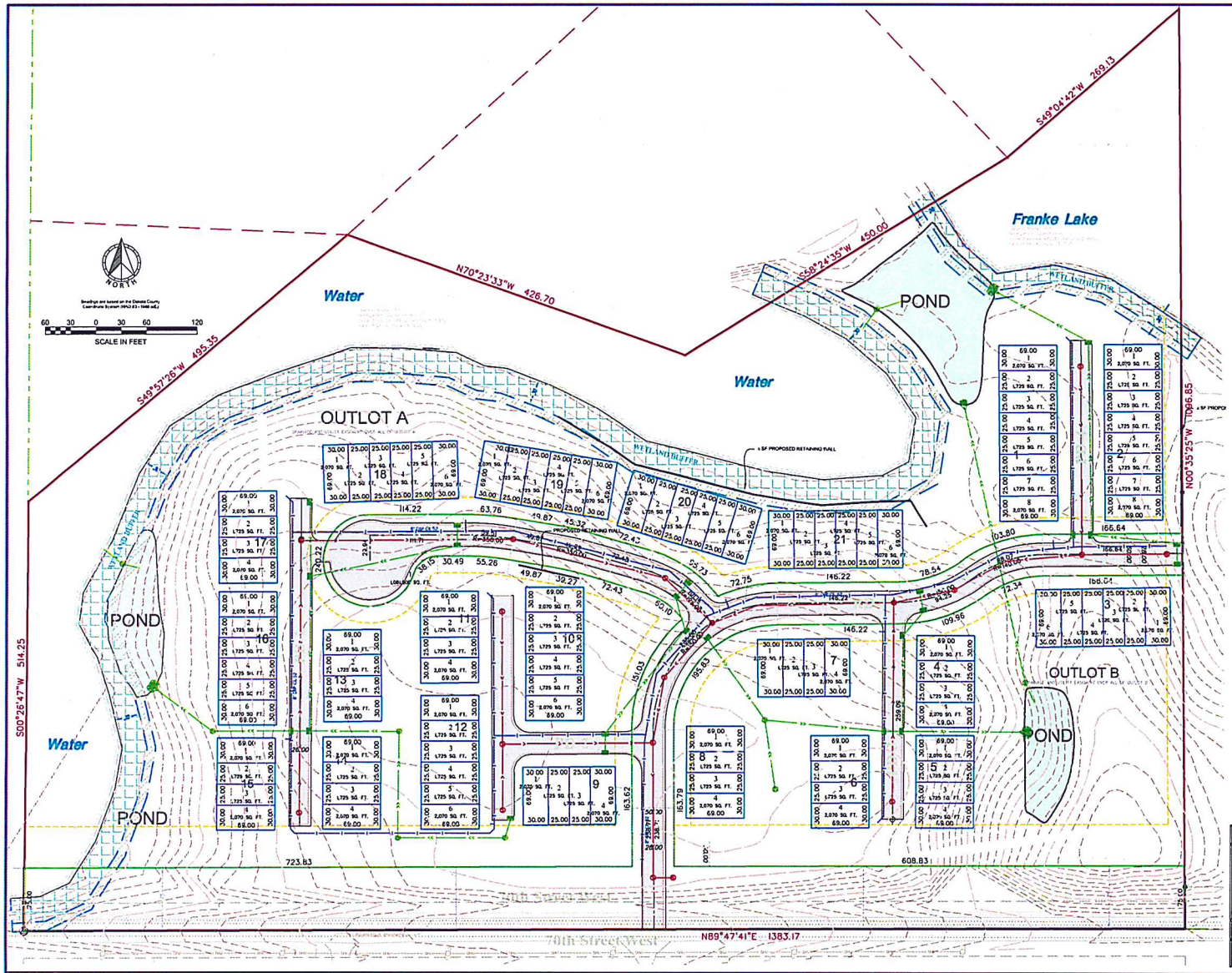
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

CITY OF INVER GROVE HEIGHTS, MINNESOTA
NORTHWEST AREA TRUNK UTILITIES - ARGENTA DISTRICT
INITIAL REQUIRED TRUNK UTILITIES

APRIL, 2014

FIGURE NO. 8



DESCRIPTION OF PROPERTY SURVEYED

All that part of "The Land" hereinafter described lying South of "The Line" hereinafter described, "The Land"

The West 1/2 of the Southwest 1/4, Section 6, Township 27, Range 22.

Excepting therefrom the following parcels:

A traverse lying in the West 1/2 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 27, Range 22, described by: Commencing at the Southwest corner of Section 6; thence Northerly along the West line of Section 6, a distance of 1180.53 feet to the point of beginning; thence Easterly deflecting 90 degrees to the right 300.00 feet; thence deflecting 44 degrees 01 minutes 43 seconds to the left 514.02 feet; thence deflecting 72 degrees 03 minutes 24 seconds to the left 149.31 feet; thence deflecting 89 degrees 00 minutes 16 seconds to the right 1009.36 feet to the centerline of State Aid Road No. 63 (also known as Delaware Avenue- now known as Argenta Trail West); thence Northerly along the centerline of said State Aid Road to a point on the West line of the East 1/2 of the of the Southwest 1/4 of Section 6, said point being 210 feet South of the Northwest corner of said East 1/2 of the Southwest 1/4; thence Northerly 210 feet to the Northwest corner of said East 1/2 of the Southwest 1/4; thence Westerly along the quarter section line to the West line of Section 6; thence Southerly along the West line of Section 6 to the point of beginning.

AND Except
That part of the West 1/2 of the Southwest 1/4 of Section 6, Township 27, Range 22, described as follows: Commencing at the Southwest corner of said West 1/2 of the Southwest 1/4; thence North (assumed bearing) along the West line of said West 1/2 of the Southwest 1/4 a distance of 850.00 feet; thence on a bearing of East a distance of 375.00 feet to the point of beginning of the land to be described; thence North 48 degrees 09 minutes 40 seconds East a distance of 620.63 feet; thence South 44 degrees 29 minutes 50 seconds East a distance of 462.00 feet; thence South 59 degrees 00 minutes 00 seconds West a distance of 450.00 feet; thence North 69 degrees 48 minutes 08 seconds West a distance of 426.70 feet to the point of beginning.

"The Line"
Commencing at a point of the East line (said East line having an assumed bearing of 0 degrees 0 minutes 00 seconds) of the West 1/2 of the Southwest 1/4 of Section 6, Township 27, Range 22 a distance of 1530.92 feet South of the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 6; thence South 49 degrees 40 minutes 07 seconds West a distance of 269.13 feet; thence South 59 degrees 00 minutes 00 seconds West a distance of 450.00 feet; thence North 69 degrees 48 minutes 08 seconds West a distance of 426.70 feet; thence Southwesterly on a direct line to a point on the West line of the West 1/2 of the Southwest 1/4 of said Section 6, 514.25 feet North of the Southwest corner of the West 1/2 of said Section and there terminating.

GENERAL NOTES

1) Site Address: Unassigned, 70th Street West, Inver Grove Heights, Dakota County, Minnesota

2) This property is contained in Flood Insurance Rate Map, Community Panel No. 27037C0105E. This panel is no longer a printed panel. According to Dakota County Index map No. 27037C0105A dated 12-2-2011, Maps that are no longer printed have no special flood areas.

3) The land area: Gross is 1,080,960+/- Sq. Ft. or 24.82 +/- Acres
R/W= 45,635+/- Sq. Ft. or 1.04+/- Acres
Water = 209,737+/- Sq. Ft. or 4.81+/- Acres
Net = 825,705+/- Sq. Ft. or 18.96+/- Acres

4) Elevations are based on the Found Aluminum Disk located at the southwest corner of the site, as shown hereon, having an elevation of 896.19 Feet (NAVD 1988). The contours as shown hereon are based on a combination of spot shots taken in the field and contours obtained from the Minnesota Department of Natural Resources GIS database.

5) The current Zoning for the subject property is A, Agricultural as well as thr Shoreland & Critical Area Overlay Districts per the City of Inver Grove Heights's zoning map dated July 2011. The setback, height, and floor space area restrictions for Agricultural zoning designation were obtained from 10-7-2 found on their web site on the date of 12-18-13 and are as follows: Lot Area - 5 Acres; Lot Width - 200 feet; Front yard setbacks - 30 feet; Side yard setbacks - 25 feet; Rear yard - 60 feet; Height - 35 feet. For restrictions of the shoreland overlay district please see Chapter13 article B of the city ordinance

Please note that the general restrictions for the subject property may have been amended through a city process. We could be unaware of such amendments if they are not in a recorded document provided to us. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site.

6) This survey does not purport to show all underground utilities. The source of information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Contact GOPHER STATE ONE CALL at 651-454-0002 for precise onsite location of utilities prior to any excavation, Gopher State One Call Ticket Number 133440261 referenced for this site.

7) We have not been provided any information regarding wetland areas as delineated by appropriate authorities for this site.

SYMBOL LEGEND

DESCRIPTION	PROPOSED
LOT LINE	
WATERMAIN	
BUILDING SETBACK BOUNDARY	
PARCEL BOUNDARY LINE	
DRAINAGE AND UTILITY EASEMENTS	
CURB AND GUTTER	
RIGHT-OF-WAY	
BACKYARD CATCH BASIN	
CATCH BASIN	
STORM SEWER MANHOLE	
FLARED END SECTION W/RIP-RAP	
SANITARY SEWER MANHOLE	
HYDRANT	
GATE VALVE	

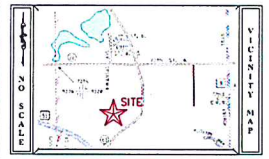
SURVEY LEGEND

GUY WIRE
IRON PIPE SET
IRON PIPE FOUND
POWER POLE
GROUND ELEVATION
SOIL BORING
BITUMINOUS
CONTOUR EXISTING
FENCE
OVERHEAD ELECTRIC
OVERHEAD UTILITY

PREPARED BY	PREPARED FOR
ENGINEER: SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0190 CONTACT: David L. Schrick, P.E. EMAIL: schrick@sathre.com	DEVELOPER: Franke Lake 8196 Yellow Lake Drive Eden Prairie MN 55347 CONTACT: Jim Dawson PHONE: 612-798-5388 E-MAIL: jimdawson@gmail.com

108 MULTI FAMILY LOTS

LOT WIDTH	SIZE	FRONT	SIDE	CORNER	REAR
1100 SQ. FT.		30'			
2700 SQ. FT.		30'			



FIELD CREW	NO.	BY	DATE	REVISIONS
CL				
DRAWN BY				
RLS				
CHECKED BY				
DBP				
DATE				
12-18-13				

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

Dated this 15th day of May, 2014.

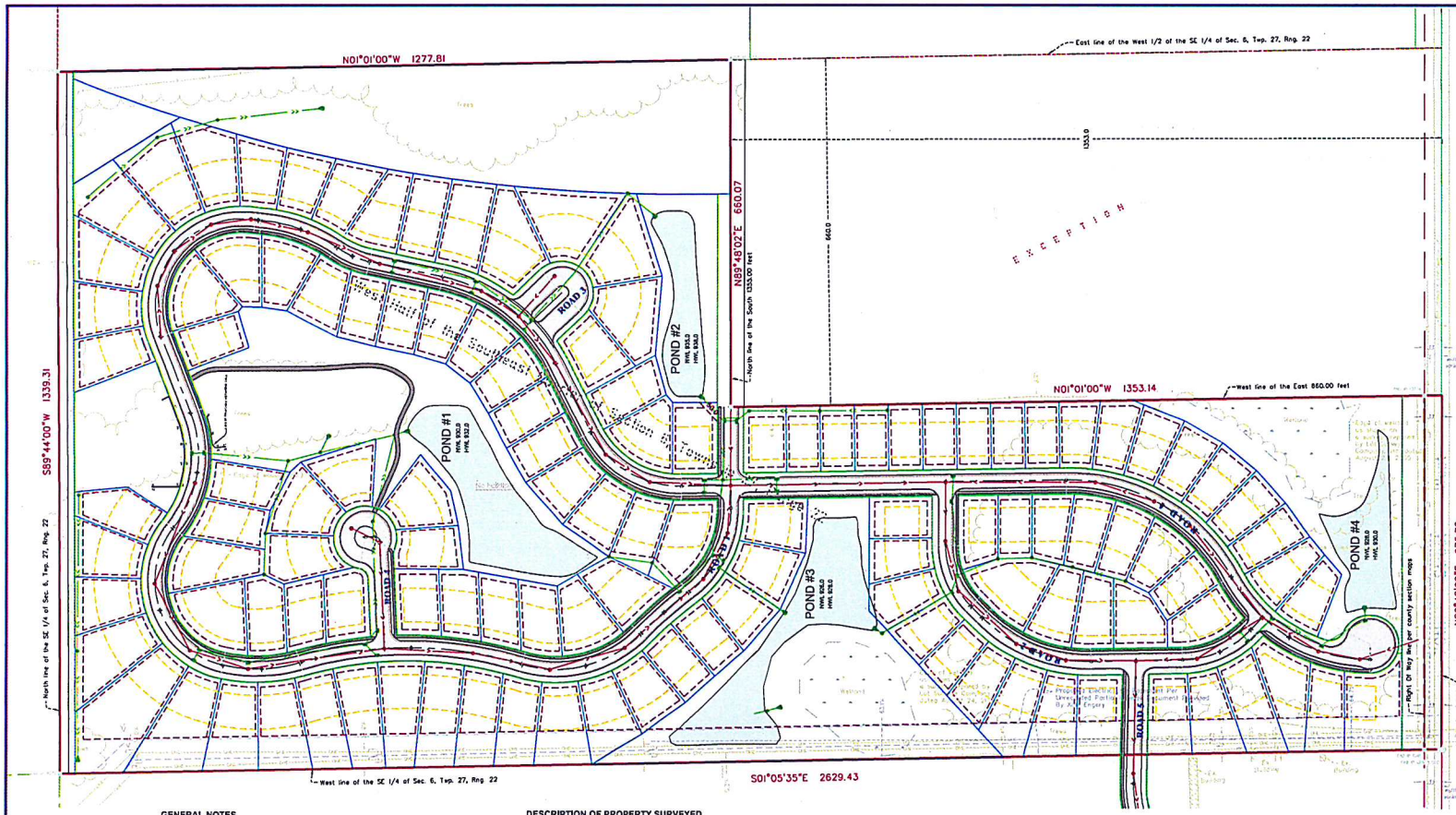
David H. Pemberton Professional Land Surveyor
Minnesota License No. 440344

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.06
Dakota County
Inver Grove Heights, Minnesota

PRELIMINARY PLAT OF BLACKSTONE PONDS

FILE NO. 1920-012
PP-1
PP-1

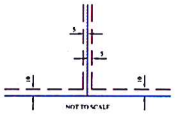


Bearings are based on the Dakota County Coordinate System (NAD 83 - 1996 adj.)

100 50 0 50 100 200

SCALE IN FEET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on the plat.

SYMBOL LEGEND

DESCRIPTION	PROPOSED
LOT LINE	
WATERMAIN	
BUILDING SETBACK BOUNDARY	
PARCEL BOUNDARY LINE	
DRAINAGE AND UTILITY EASEMENTS	
CURB AND GUTTER	
RIGHT-OF-WAY	
BACKYARD CATCH BASIN	
CATCH BASIN	
STORM SEWER MANHOLE	
FLARED END SECTION WWRIPRAP	
SANITARY SEWER MANHOLE	
HYDRANT	
GATE VALVE	

SURVEY LEGEND

- CUT NOTE
- IRON PIPE SET
- IRON PIPE FOUND
- POWER POLE
- 922.0 GROUND ELEVATION
- SOIL BORING
- BITUMINOUS
- 922 CONTOUR EXISTING
- FENCE
- OVERHEAD ELECTRIC
- OVERHEAD UTILITY

GENERAL NOTES

1) **Site Address:** 1487 70th Street West, Inver Grove Heights, MN 55077

2) **Flood Zone:** This property is contained in Zone X (area of minimal flooding) per Flood Insurance Rate Map, Community No. 270106, effective date of December 2, 2011 found on The city of Inver Grove Heights web site.

3) **Parcel Area:** Gross 2,624,620+/- Sq. Ft. or 60.25 +/- Acres
R/W 22,301+/- Sq. Ft. or 0.51+/- Acres
Net 2,602,319+/- Sq. Ft. or 59.74+/- Acres

4) **Benchmark:** Elevations are based on the top of the found Aluminum Disc located in the Southwest Corner of the site has an elevation of 922.6 Feet (NAVD 1988).

5) **Location of Utilities:** We have shown utilities by observed evidence only. We have not placed a Gopher State One Call for this survey. There may or may not be other utilities serving this site. Therefore extreme caution must be exercised before any excavation takes place on or near this site. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002 .

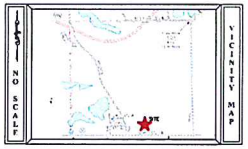
DESCRIPTION OF PROPERTY SURVEYED

The West 1/2 of the Southeast 1/4 of Section 6, Township 27, Range 22, except the South 1353.00 feet of the East 660.00 feet thereof, according to the United States Government Survey thereof, Dakota County, Minnesota.

PREPARED BY	PREPARED FOR
SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-6010 CONTACT: Daniel L. Schmitt, P.E. EMAIL: dschmitt@sathre-bergquist.com	LENNAR Attn: Jon Commo 8701 Wyndmere Lane Cir. Eden Prairie, MN 55344 CONTACT: Jon Commo PHONE: 612-790-6200 EMAIL: jonathan.c@len.com

102 SINGLE FAMILY LOTS

LOT SIZE	SETS	2 FRONT	SIDE	CORNER	REAR
8,500 SQ. FT.	35	0	10	20	30
9,500 SQ. FT.	21	0	10	20	30



FIELD CREW	NO.	BY	DATE	REVISIONS
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DRAWN BY				
JML				
CHECKED BY				
DLS				
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05-15-14				

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

Dated this 19th day of May, 2014.

Daniel L. Schmitt, Professional Land Surveyor
Minnesota License No. 26147

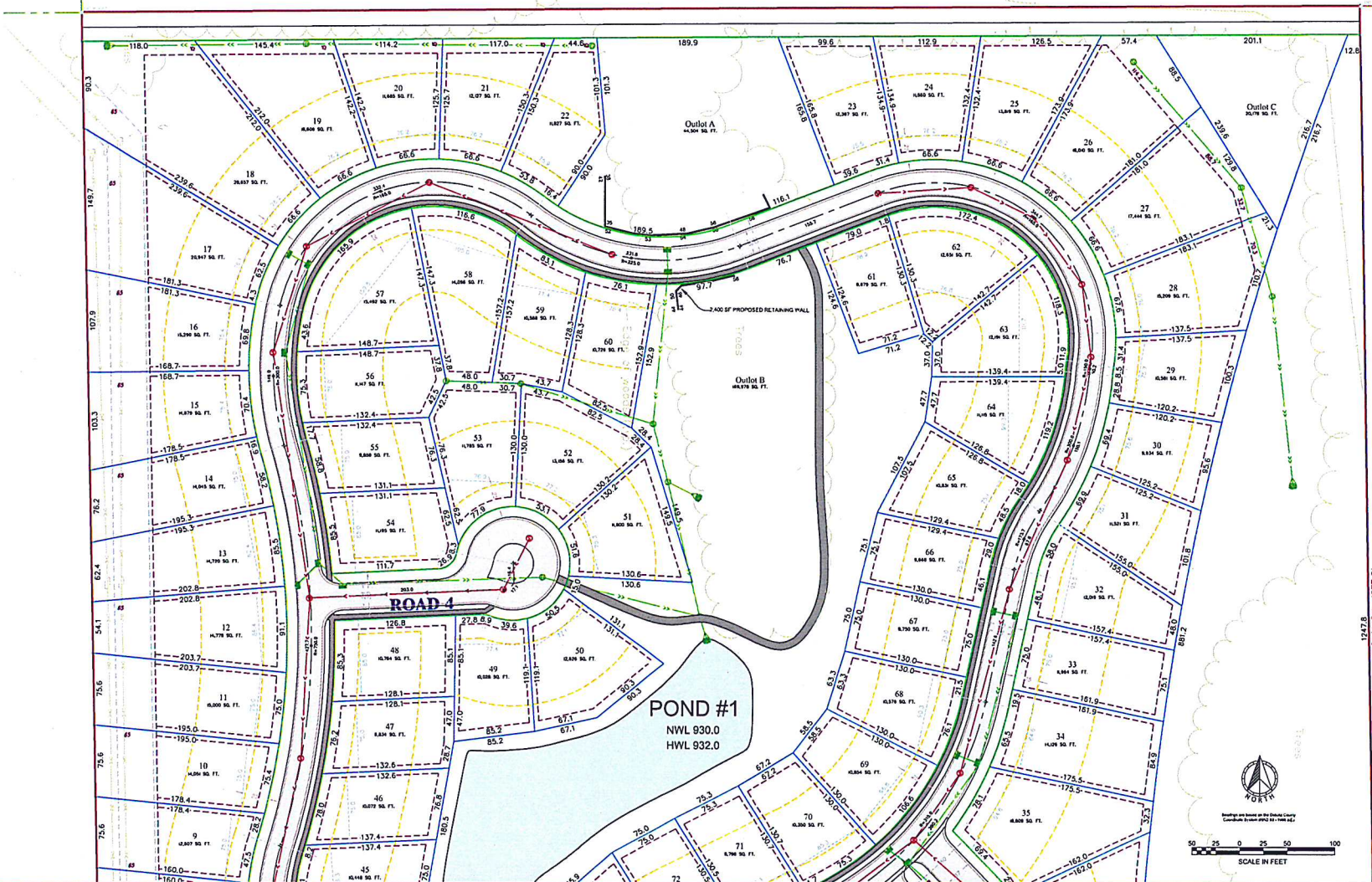
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN, 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.06
DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE RIDGE

FILE NO. 1920-006

PP-1 / PP-4



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SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

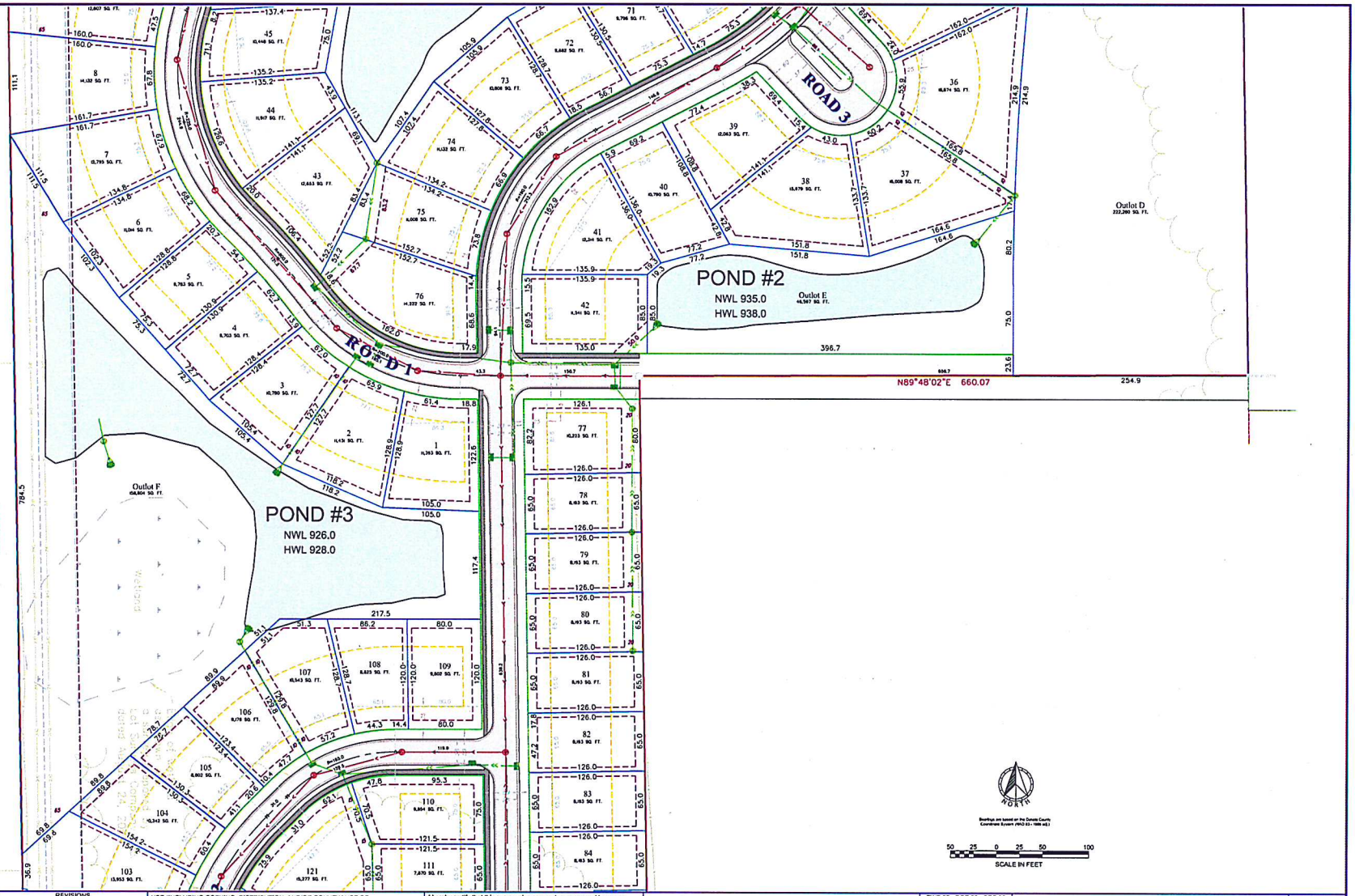
TWP.27 - RGE.22 - SEC.06
DAKOTA COUNTY

INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE RIDGE

FILE NO. 1920-006

PP-2 / PP-4



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Date this 19th day of May, 2014.

Daniel L. Schmitt

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150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

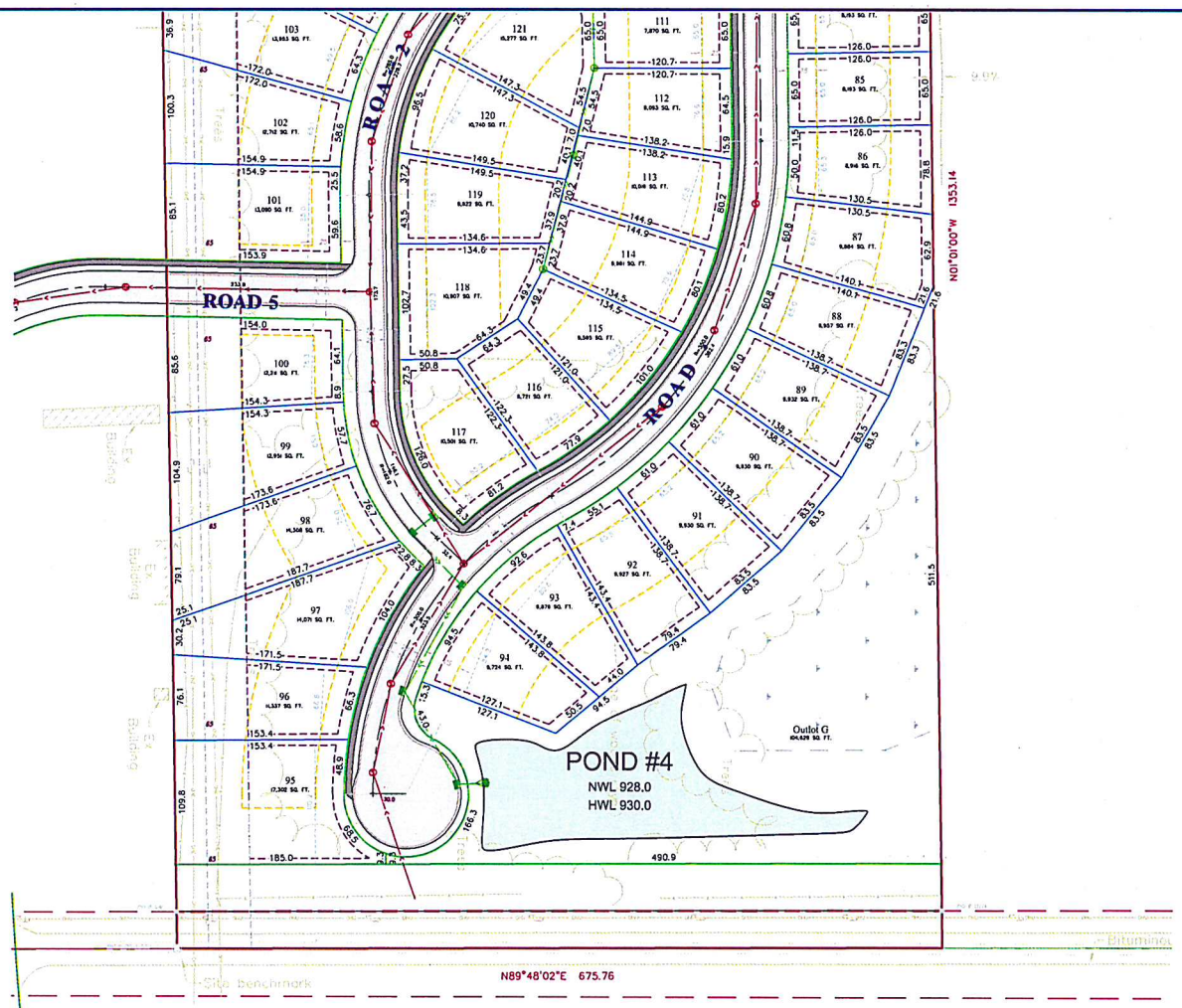
TWP.27 - RGE.22 - SEC.06
DAKOTA COUNTY

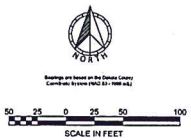
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE RIDGE

FILE NO. 1920-006

PP-3 / PP-4





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Dated this 19th day of May, 2014.

Daniel L. Schmidt

Daniel L. Schmidt, Professional Land Surveyor
Minnesota License No. 26147

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150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.06
DAKOTA COUNTY

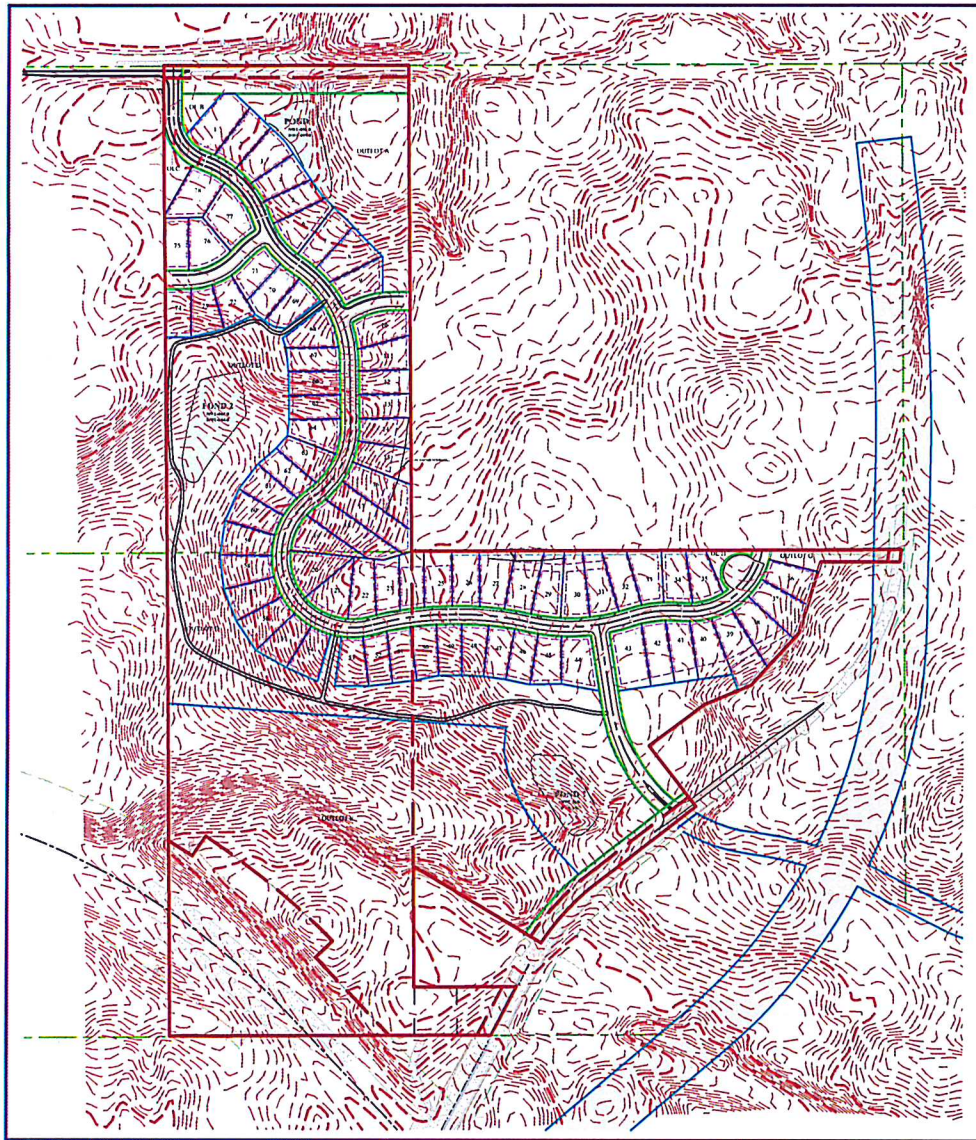
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE RIDGE

FILE NO. 1920-006

PP-4

PP-4



LOT AREA INFORMATION

LOT	GROSS AREA			WETLAND AREA			NET AREA		
1	14,794	s.f.	0.34 acres	0	s.f.		14,794	s.f.	0.34 acres
2	10,943	s.f.	0.25 acres	0	s.f.		10,943	s.f.	0.25 acres
3	10,822	s.f.	0.25 acres	0	s.f.		10,822	s.f.	0.25 acres
4	9,990	s.f.	0.23 acres	0	s.f.		9,990	s.f.	0.23 acres
5	9,508	s.f.	0.22 acres	0	s.f.		9,508	s.f.	0.22 acres
6	11,236	s.f.	0.26 acres	0	s.f.		11,236	s.f.	0.26 acres
7	10,665	s.f.	0.24 acres	0	s.f.		10,665	s.f.	0.24 acres
8	12,555	s.f.	0.29 acres	0	s.f.		12,555	s.f.	0.29 acres
9	10,572	s.f.	0.24 acres	0	s.f.		10,572	s.f.	0.24 acres
10	12,076	s.f.	0.28 acres	0	s.f.		12,076	s.f.	0.28 acres
11	10,790	s.f.	0.25 acres	0	s.f.		10,790	s.f.	0.25 acres
12	9,103	s.f.	0.21 acres	0	s.f.		9,103	s.f.	0.21 acres
13	9,060	s.f.	0.21 acres	0	s.f.		9,060	s.f.	0.21 acres
14	10,155	s.f.	0.23 acres	0	s.f.		10,155	s.f.	0.23 acres
15	11,867	s.f.	0.27 acres	0	s.f.		11,867	s.f.	0.27 acres
16	16,481	s.f.	0.38 acres	0	s.f.		16,481	s.f.	0.38 acres
17	16,484	s.f.	0.38 acres	0	s.f.		16,484	s.f.	0.38 acres
18	15,576	s.f.	0.36 acres	0	s.f.		15,576	s.f.	0.36 acres
19	11,174	s.f.	0.26 acres	0	s.f.		11,174	s.f.	0.26 acres
20	12,015	s.f.	0.28 acres	0	s.f.		12,015	s.f.	0.28 acres
21	11,533	s.f.	0.26 acres	0	s.f.		11,533	s.f.	0.26 acres
22	10,838	s.f.	0.25 acres	0	s.f.		10,838	s.f.	0.25 acres
23	9,794	s.f.	0.22 acres	0	s.f.		9,794	s.f.	0.22 acres
24	10,201	s.f.	0.23 acres	0	s.f.		10,201	s.f.	0.23 acres
25	11,246	s.f.	0.26 acres	0	s.f.		11,246	s.f.	0.26 acres
26	11,165	s.f.	0.26 acres	0	s.f.		11,165	s.f.	0.26 acres
27	12,768	s.f.	0.29 acres	0	s.f.		12,768	s.f.	0.29 acres
28	12,555	s.f.	0.29 acres	0	s.f.		12,555	s.f.	0.29 acres
29	11,986	s.f.	0.28 acres	0	s.f.		11,986	s.f.	0.28 acres
30	11,828	s.f.	0.27 acres	0	s.f.		11,828	s.f.	0.27 acres
31	11,523	s.f.	0.26 acres	0	s.f.		11,523	s.f.	0.26 acres
32	10,554	s.f.	0.24 acres	0	s.f.		10,554	s.f.	0.24 acres
33	11,026	s.f.	0.25 acres	0	s.f.		11,026	s.f.	0.25 acres
34	10,217	s.f.	0.23 acres	0	s.f.		10,217	s.f.	0.23 acres
35	9,578	s.f.	0.22 acres	0	s.f.		9,578	s.f.	0.22 acres
36	10,471	s.f.	0.24 acres	0	s.f.		10,471	s.f.	0.24 acres
37	12,441	s.f.	0.29 acres	0	s.f.		12,441	s.f.	0.29 acres
38	14,225	s.f.	0.33 acres	0	s.f.		14,225	s.f.	0.33 acres
39	16,274	s.f.	0.37 acres	0	s.f.		16,274	s.f.	0.37 acres
40	12,175	s.f.	0.28 acres	0	s.f.		12,175	s.f.	0.28 acres
41	10,880	s.f.	0.25 acres	0	s.f.		10,880	s.f.	0.25 acres
42	11,301	s.f.	0.26 acres	0	s.f.		11,301	s.f.	0.26 acres
43	14,934	s.f.	0.34 acres	0	s.f.		14,934	s.f.	0.34 acres
44	12,559	s.f.	0.29 acres	0	s.f.		12,559	s.f.	0.29 acres
45	10,063	s.f.	0.23 acres	0	s.f.		10,063	s.f.	0.23 acres
46	9,167	s.f.	0.21 acres	0	s.f.		9,167	s.f.	0.21 acres
47	9,223	s.f.	0.21 acres	0	s.f.		9,223	s.f.	0.21 acres
48	9,382	s.f.	0.22 acres	0	s.f.		9,382	s.f.	0.22 acres
49	9,257	s.f.	0.21 acres	0	s.f.		9,257	s.f.	0.21 acres
50	9,524	s.f.	0.22 acres	0	s.f.		9,524	s.f.	0.22 acres
51	9,407	s.f.	0.22 acres	0	s.f.		9,407	s.f.	0.22 acres
52	9,009	s.f.	0.21 acres	0	s.f.		9,009	s.f.	0.21 acres
53	10,093	s.f.	0.23 acres	0	s.f.		10,093	s.f.	0.23 acres
54	9,747	s.f.	0.22 acres	0	s.f.		9,747	s.f.	0.22 acres
55	10,337	s.f.	0.24 acres	0	s.f.		10,337	s.f.	0.24 acres
56	10,736	s.f.	0.25 acres	0	s.f.		10,736	s.f.	0.25 acres
57	10,480	s.f.	0.24 acres	0	s.f.		10,480	s.f.	0.24 acres
58	10,512	s.f.	0.24 acres	0	s.f.		10,512	s.f.	0.24 acres
59	10,457	s.f.	0.24 acres	0	s.f.		10,457	s.f.	0.24 acres
60	10,460	s.f.	0.24 acres	0	s.f.		10,460	s.f.	0.24 acres
61	9,995	s.f.	0.23 acres	0	s.f.		9,995	s.f.	0.23 acres
62	9,195	s.f.	0.21 acres	0	s.f.		9,195	s.f.	0.21 acres
63	10,019	s.f.	0.23 acres	0	s.f.		10,019	s.f.	0.23 acres
64	10,083	s.f.	0.23 acres	0	s.f.		10,083	s.f.	0.23 acres
65	9,100	s.f.	0.21 acres	0	s.f.		9,100	s.f.	0.21 acres
66	9,100	s.f.	0.21 acres	0	s.f.		9,100	s.f.	0.21 acres
67	9,220	s.f.	0.21 acres	0	s.f.		9,220	s.f.	0.21 acres
68	10,367	s.f.	0.24 acres	0	s.f.		10,367	s.f.	0.24 acres
69	9,704	s.f.	0.22 acres	0	s.f.		9,704	s.f.	0.22 acres
70	9,913	s.f.	0.23 acres	0	s.f.		9,913	s.f.	0.23 acres
71	9,265	s.f.	0.21 acres	0	s.f.		9,265	s.f.	0.21 acres
72	9,214	s.f.	0.21 acres	0	s.f.		9,214	s.f.	0.21 acres
73	9,470	s.f.	0.22 acres	0	s.f.		9,470	s.f.	0.22 acres
74	9,326	s.f.	0.21 acres	0	s.f.		9,326	s.f.	0.21 acres
75	9,215	s.f.	0.21 acres	0	s.f.		9,215	s.f.	0.21 acres
76	11,111	s.f.	0.26 acres	0	s.f.		11,111	s.f.	0.26 acres
77	14,230	s.f.	0.33 acres	0	s.f.		14,230	s.f.	0.33 acres
78	13,205	s.f.	0.30 acres	0	s.f.		13,205	s.f.	0.30 acres
TOTAL	857,496	s.f.	19.69 acres	0	s.f.		857,496	s.f.	19.69 acres
OUTLOTS									
A	127,135	s.f.	2.92 acres	0	s.f.		127,135	s.f.	2.92 acres
B	6,575	s.f.	0.15 acres	0	s.f.		6,575	s.f.	0.15 acres
C	8,460	s.f.	0.19 acres	0	s.f.		8,460	s.f.	0.19 acres
D	464,773	s.f.	10.67 acres	0	s.f.		464,773	s.f.	10.67 acres
E	569,266	s.f.	13.07 acres	0	s.f.		569,266	s.f.	13.07 acres
F	41,132	s.f.	0.94 acres	0	s.f.		41,132	s.f.	0.94 acres
G	10,892	s.f.	0.25 acres	0	s.f.		10,892	s.f.	0.25 acres
H	3,881	s.f.	0.09 acres	0	s.f.		3,881	s.f.	0.09 acres
TOTAL	1,231,844	s.f.	28.28 acres	0	s.f.		1,231,844	s.f.	28.28 acres
R/W									
TOTAL	495,584	s.f.	11.38 acres	0	s.f.		495,584	s.f.	11.38 acres
TOTAL									
	2,584,914	s.f.	59.34 acres	0	s.f.		2,584,914	s.f.	59.34 acres

DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

Parcel 1 (20-00700-30-010):
That part of the Southeast Quarter of the Northwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, lying Northwesterly of SAR No. 63 (formerly SAR No. 26) described as follows:
Commencing at the intersection of the North line of said Southeast Quarter of the Northwest Quarter with the centerline of SAR No. 63, said point being 1327.68 feet East of the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 17 minutes 24 seconds West (assumed bearing) along the North line of said Southeast Quarter of the Northwest Quarter 208.10 feet;
thence South 17 degrees 55 minutes 10 seconds West 34.55 feet to a point which is 33 feet South of the north line of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees, 17 minutes 24 seconds East 214.17 feet to the centerline of SAR No. 63, said point being the point of beginning of the property to be described; thence north 89 degrees, 17 minutes 24 seconds West 214.17 feet; thence South 17 degrees 55 minutes 10 seconds West 209.20 feet; thence South 43 minutes 17 seconds 36 seconds West 191.02 feet; thence South 68 degrees 09 minutes 19 seconds West 138.89 feet; thence South 53 degrees 51 minutes 36 seconds West 185.61 feet; thence South 36 degrees 48 minutes 24 seconds East 209.0 feet to the centerline of SAR No. 63; thence South 53 degrees 07 minutes 31 seconds West along sa d centerline 311.13 feet; thence Southwesterly along said centerline on a tangental curve concave to the Southeast, radius 716.20 feet central angle 18 degrees 31 minutes 52 seconds, arc distance 231.64 feet; thence North 57 degrees 33 minutes 29 seconds West 404.52 feet to a point on the West line of said Southeast Quarter of the Northwest Quarter which is 462.3 feet North of the Southwest Corner of the Southeast Quarter of the Northwest Quarter; thence North 0 degrees 19 minutes 42 seconds East, along sa d West l ne 857.50 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 17 minutes 24 seconds East 1327.68 feet to the centerline of SAR No. 63; thence Southerly along said centerline an arc distance of 31.26 feet to the point of beginning.

Parcel 2 (20-00700-27-010):
The East 40.25 rods of West one-half of the Northwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota.

And
The South 8 rods of the West 7 rods of the Southeast Quarter of the Northwest Quarter, Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota.

And

That part of the Southeast Quarter of the northwest Quarter, Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, lying Westerly of SAR No. 63 (formerly SAR No. 26) described as follows:
Commencing at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 19 minutes 11 seconds East (assumed bearing) along the South line of the Southeast Quarter of the northwest Quarter 115.5 feet to the beginning of the property to be described; thence North 0 degrees 19 minutes 42 seconds parallel w ith the West line of the Southeast Quarter of the Northwest Quarter 132.0 feet; thence South 89 degrees 19 minutes 11 seconds East 159.85 feet to the centerline of SAR No. 63; thence South 28 degrees 32 minutes 54 seconds West 149.31 feet to the South line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 19 minutes 11 seconds West 89.25 feet to the point of beginning.

SYMBOL LEGEND

DESCRIPTION	PROPOSED
LOT LINE	
WATERMAIN	
BUILDING SETBACK BOUNDARY	
PARCEL BOUNDARY LINE	
DRAINAGE AND UTILITY EASEMENTS	
CURB AND GUTTER	
RIGHT-OF-WAY	
BACKYARD CATCH BASIN	
CATCH BASIN	
STORM SEWER MANHOLE	
FLARED END SECTION W/RIPRAP	
SANITARY SEWER MANHOLE	
HYDRANT	
GATE VALVE	

NORTH

Bearings are based on the Minnesota County Coordinate System (NAD 83 - 1996 adj.)

160 80 0 80 160 320
SCALE IN FEET

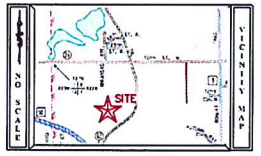
SURVEY LEGEND

- GUY WIRE
- IRON PIPE SET
- IRON PIPE FOUND
- POWER POLE
- GROUND ELEVATION
- SOIL BORING
- BITUMINOUS
- CONTOUR EXISTING
- FENCE
- OVERHEAD ELECTRIC
- OVERHEAD UTILITY

PREPARED BY	PREPARED FOR
SATHRE-BERGQUIST, INC. ENGINEERS SURVEYORS DESIGNERS PLANNERS 150 SOUTH BROADWAY WAYZATA, MN 55391 PHONE: (952) 476-6000 FAX: (952) 476-0395 CONTACT: David L. Bonnell, P.E. E-MAIL: bonnell@sathre.com	BLACKSTONE DEVELOPMENT 5115 Miller Lanes Drive Eden Prairie, MN 55346 CONTACT: Joe Dauwalter PHONE: 612-290-8190 E-MAIL: joedauwalter@aol.com

78 SINGLE FAMILY LOTS

LOT TYPE	MIN. LOT AREA	FRONT	SIDE	CORNER	REAR
1-78	10,000 S.F.	30	5	15	30



FIELD CREW	NO.	BY	DATE	REVISIONS
ALL				
DRAWN BY				
DBP				
CHECKED BY				
DBP				
DATE				
05/15/14				

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

Dated this 15th day of May, 2014.

David B. Pemberton, Professional Land Surveyor
Minnesota License No. 40344

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.07
HENNEPIN COUNTY
BOOK XXX/PAGE XXX

INVER GROVE HEIGHTS
MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE VISTA

FILE NO. 1920-013

PP-1 / PP-3

Detailed Work Plan

Bolton & Menk, Inc. understands the importance of not only achieving the desired outcome of each of the following tasks, but also completing them on time and within budget. It is our commitment to facilitate a successful process for the City of Inver Grove Heights and the Argenta District Trunk Utility Improvements. We will put special emphasis on working with the developers and City staff to assure the project's success.

A summary of our approach to the key project elements is outlined in the following task descriptions:

Task 1: Topographic Survey

Objective: The creation of a base map identifying above and below ground existing features in electronic format. This base map will be utilized as the basis and background for design.

Description: Gather pertinent field information on City infrastructure, adjacent buildings, right-of-way, contours and private small utilities. The survey will be completed within the corridor rights-of-way and will include all visible features such as, but not limited to, pavements, curb lines, manholes, catch basins, valves, sidewalks, turf areas, driveways, power poles, trees, gardens, mailboxes, retaining walls, etc. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through a Gopher State One Call. Manhole reports will also be completed for located manholes and catch basins. Right-of-way and property lines will be illustrated based on found field monumentation and plat information received from the City.

Deliverables: Electronic base plan in AutoCAD Civil3D file format of all the survey and mapping information will be provided to the City via CD or email.

Task 2: Design & Bidding Phase Services

Subtask 2.1: Final Design

Objective: Final design of proposed improvements desired by the City.

Description: Preparation final plans in accordance with the City of Inver Grove's design guidelines. Major design components to include the following:

- Design of a new sanitary sewer system. Capacity analysis has been previously completed as a part of the feasibility study. The design will take into consideration development grading plans and preliminary plat ROW layouts, and relevant house pad elevations.
- Design of a Lift Station south of 70th Street that has a capacity of approximately 745,000 GPD.
- Layout of a new watermain system consistent with that illustrated in Figure 8 of the feasibility study
- Final roadway alignment and width (69th Street West)
- Cross-sections at 50-foot intervals, driveway locations, and other critical design locations (69th Street West)
- Communication with all small utilities to discuss replacement and/or relocation (including electric, gas, telephone, cable TV, etc.). Bolton & Menk will conduct a utility coordination meeting with private utility owners.
- Storm sewer sizing and design on 69th Street West

Deliverables: Final design of the trunk utilities identified in Figure No. 8 of the feasibility report and in accordance with the preliminary subdivision plats submitted; design of the reconstruction of 69th Street West. The final deliverable will come in the form of the final plan set.

Subtask 2.2: Prepare Final Plans (2.2)

Objective: Create final construction plans for public bidding.

Description: Working with City staff, we will prepare the final plans for bidding and construction purposes.

Detailed Work Plan

Documents will include the following:

- Preparation of a title sheet
- Preparation of a sheet containing the Statement of Estimated Quantities, including street, utility, and miscellaneous construction items
- Preparation of a plan sheet containing the legend for the plan set
- Preparation of plan sheets illustrating the proposed typical sections and City standard construction details
- Preparation of plan sheets illustrating the proposed removals and existing conditions
- Preparation of the Stormwater Pollution Prevention Plan (SWPPP), including plan sheets and specifications.
- Preparation of plan sheets illustrating the plan and profile views of the proposed street, sanitary sewer, storm sewer, and watermain
- Preparation of plan sheets illustrating the cross section of the proposed street at intervals specified in the design task
- Delivery of plans to the City at 60% and 90% for review

Deliverables: A set of final construction plans for the project. Two hardcopy sets and one electronic (Adobe PDF) set will be provided to the City. Preparation of a detailed temporary traffic control plan or any other plans not listed above are not included in this proposal, however, such plans can be provided as an additional service should they become necessary. Preparation of final plans for intersection improvements are also not proposed at this time.

Subtask 2.3: Prepare Easement Exhibits and Descriptions

Objective: Create documents for land acquisition and easements.

Description: Bolton & Menk will create legal descriptions and easement exhibits for any parcels that will need to be permanently acquired or if permanent/temporary easements are required. Our fee includes complementing these services for 20 parcels.

Deliverables: Easement exhibits that include legal descriptions.

Subtask 2.4: Contract Documents (Specifications)

Objective: Create final construction specifications for public bidding.

Description: Working with City staff, we will prepare the final specifications for bidding and construction purposes. Documents will include the following:

- Standard City specifications
- Standard City Details
- Special provisions for street and utility construction
- Bidding schedule

Deliverables: A set of final specifications for the project. Two hardcopy sets and one electronic (Adobe PDF) set will be provided to the City.

Subtask 2.5: Obtain All Required Permits

Objective: Obtain approval on all required permits.

Description: Prepare permit applications, secure City Engineer signature and submit to governing agencies. Necessary permit fees are to be paid by City. Our proposal includes submittal, application, and coordination to garner the following permit approvals:

- NPDES Construction Stormwater Permit (MPCA)
- MPCA Sewer Extension Permit
- Department of Health (watermain)
- Dakota County Right-of-Way
- MnDOT Right-of-Way

Deliverables: Copies of all submitted permits, including cover letters, and copies of all permit approvals when received.

Subtask 2.6: Private Utility Coordination

Objective: Eliminate project delays and additional costs through coordination with project stakeholders, namely utility owners for this task.

Description: Consistent with State Law, coordination with private utility owners is required on public improvement projects such as this. Additionally, early and consistent communications with private utility owners about the project will aid in minimizing future delays and additional costs to the City during the project's construction.

Detailed Work Plan

Major areas of effort for this task include the following:

- Communication with all small utilities to discuss replacement and/or relocation (including electric, gas, telephone, cable TV, etc.). With the preliminary plans, Bolton & Menk will conduct one utility coordination meeting with private utility owners to discuss the proposed public improvements. As the specific location and depth may not be known and available to the City, through coordination Bolton & Menk will direct the private utility owners to identify conflicts between the proposed public improvements and privately owned utilities. Conflicts identified will be required to be addressed by the private utility owner and noted on the final construction plan.
- Bidding assistance with questions related to private utility and coordination.

Deliverables: Minutes and sign-in sheet for documented coordination of the private utility coordination meeting. Completed plans and specifications identifying the necessary coordination that will be necessary between the successful bidder and private utility owners during construction.

Subtask 2.7: Prepare Opinion of Probable Construction Costs

Objective: Prepare Opinion of Probable Construction Costs.

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

Deliverables: Electronic and hard copy of opinion of probable cost

Subtask 2.8: Bidding Services

Objective: Bid the project in compliance with State laws for bidding public improvements.

Description: Major elements of work for this task include:

- Preparing the advertisement for bids and submitting to two appropriate publications
- Fielding and responding to prospective bidder's questions
- Issuing addenda to the contract documents as necessary
- Attendance at the bid opening by the Project Manager
- Tabulating the bid results in an abstract of bids and final (bottom-line) tabulation
- Review of the bids received and preparing a letter recommending award of the construction contract

Deliverables: Electronic copy of the bid abstract, bid tabulation, and recommendation of award.

Subtask 2.9: Meetings

Objective: Attend necessary meetings during the design phase of the project.

Description: The meetings listed below are proposed to be attended:

- Project Kickoff Meeting (1)
- Public Informational Meeting (1)
- City Council Meeting (4)
- City Staff/Design Review Meetings (4)
- Other Agency Meetings; i.e., Dakota County (2)

Deliverables: Attendance at meetings; meeting agendas and minutes where applicable.

Project Team

Bolton & Menk, Inc. has assembled an experienced and proven project team that is qualified to complete the project tasks required by the City of Inver Grove Heights. Our proposed project team includes professionals with proven backgrounds and depth of experience that will ensure that all project goals and objectives are achieved. Our team values and understands the importance of developing a project that can be supported by stakeholders and implemented efficiently. For this reason, we have handpicked our project team members that are most qualified to deliver this project. A brief background and description of key individual roles is described in the following pages. Detailed resumes of all key personnel are available upon request.

Brian Hilgardner, P.E.

Project Manager

Brian will serve as the Project Manager and will be responsible for the overall project management and coordination of the Bolton & Menk Team. Brian was a part of the project team on the NW Area Trunk Utility Improvements and 65th Street Improvements completed for the City of Inver Grove Heights. Brian is a Project Manager with 16 years of experience in municipal engineering. Since beginning his career in 1998, he has gained a wide range of experience in project administration from conception through construction. His background includes development and design of municipal reconstruction projects, including street construction, sanitary sewer systems, lift stations, water distribution systems, storm water collection systems and pedestrian facility construction. His administrative duties have included preliminary engineering reports, cost estimates preliminary and final design, presentations, attendance at city council meetings, bidding assistance and construction administration. In addition, Brian has assisted in training young E.I.T.'s on proper construction observation skills and is an expert in trenchless technology techniques. Brian holds a B.S. Degree in Civil Engineering from the University of Minnesota.

Mark Kasma, P.E.

Quality Assurance/Quality Control

Mark will provide supervision and quality assurance on this project. Mark is a Senior Principal Engineer for Bolton & Menk, Inc. He is responsible for technical supervision and management of municipal and development projects. He began his profession of engineering in 1986. His background includes planning and design of highway improvements, street improvements, stormwater drainage systems, detention basins, wastewater collection systems, water distribution networks, parking lots, housing developments, and recreational playing fields.

His involvement in these projects includes concept plan preparation, environmental documents, preliminary engineering report preparation, public hearing presentations and contract administration. He is well familiarized in funding assistance from the Minnesota Department of Transportation, Minnesota Department of Trade and Economic Development and the Minnesota Pollution Control Agency. Mark holds a B.S. Degree in Civil Engineering from North Dakota State University.

Project Team

Cory Bienfang, P.E.

Project Engineer

Cory serves as a Project Engineer with more than seven years of experience with projects related to highway and streets, municipal sanitary sewer systems, municipal water systems, stormwater systems, and residential and commercial developments. His design background includes preliminary and final design, preparation of construction plans and specifications, and preparation of cost and quantity take-off estimates. In addition to his design experience, he has several summers of experience working as a construction observer on projects for numerous municipalities. He is knowledgeable of documentation and testing requirements for State and Federal Aid projects. Additionally, Cory has more than four years of design experience with AutoCAD Civil 3D and AutoTurn. Cory holds a B.S. Degree in Civil Engineering from South Dakota State University.

Roger Ness

Senior Engineering Technician

Roger will assist with final design and plan preparation on this project. Roger began his profession as a senior engineering technician and construction observer in 1998. He has extensive experience in the layout, detailed design, cost estimating, and construction observation of municipal public works projects. He also has extensive experience with documentation and testing requirements for State and Federal Aid projects.

Roger is proficient in the use of AutoCAD, Eagle Point, Word, and Excel software. His capability to perform technical design during the winter followed by observing and administering difficult projects during the summer has allowed him to become an outstanding Senior Engineering Technician. He also has experience as a Project Manager and Street and Parks Maintenance Manager for the City of Northfield for 11 years. During his time there, he developed excellent leadership and management skills to compliment his technical design capabilities. Roger holds numerous MnDOT Certifications.

Ric Williams, L.S.

Project Surveyor

Ric began his profession in surveying in 1974. His responsibilities include the supervision of field crews and technicians, as well the coordination of survey work for the firm's metro offices. Ric has experience preparing, performing, and drafting surveys. He has worked with land ties, section breakdowns, government corner certificates, right-of-way plats, verification of subdivision plats, Registered Land Surveys, and property descriptions. The type of surveys Ric has performed include easement, route, boundary, topographic, Land Title, as-built, construction and design surveys.

Nick Meyers, GISP

GIS Specialist

Nick is a GIS Specialist who began his career in 2006 gaining experience working with Geographical Information Systems and Planning. Before joining Bolton & Menk, Inc. in 2012 he worked in municipal government where he managed effective and efficient GIS operations by administering an enterprise GIS system using SQL Server and ArcGIS Server, managed published map services, developed tools and scripts to support workflows, and collaborated regionally to develop data models, schemas and web/mobile applications.

Project Team

Nick has gained extensive knowledge working with ESRI GIS software products including ArcGIS Desktop & Extensions, Model Builder, Python, ArcPad, and ArcGIS Server. Nick has developed an in-depth skill set which includes data creation and analysis, database administration, designing GIS workflows, and planning related to aviation, transportation, land use, and hazard mitigation. Nick holds an M.S. Degree in GIS from St. Mary's University and a B.A. Degree in Geography/City Planning from the University of Akron.

Seth Peterson, P.E.

Environmental Engineer

Seth will be responsible for the design of the lift station located south of 70th Street. Seth is a registered professional engineer and began with Bolton & Menk, Inc. in 1995. He serves as the Metro Environmental Manager for Bolton & Menk, Inc. His background includes planning and design of water and wastewater treatment facilities, water and wastewater studies, securing permits, working with regulatory agencies and construction management. In addition, Seth has extensive experience with all aspects of water supply services including water supply wells, booster stations, storage facilities, and water comprehensive plans. Seth holds an M.S. Degree in Civil and Environmental Engineering and a B.S. Degree in Civil Engineering from South Dakota State University.

Project Experience

The following descriptions include similar projects that members of the Bolton & Menk, Inc. team have been involved with, and are representative of the level of satisfaction we experience on our projects.

Experience with the City of Inver Grove Heights

2012 Urban Street Reconstruction, City of Inver Grove Heights

The City of Inver Grove Heights planned for reconstruction in 2012 of 65th Street and several adjacent local streets as part of its Capital Improvement Plan (CIP). 65th Street is a collector street and is designated as a State Aid route. Several areas of the existing alignment did not meet State Aid criteria for a 35mph road and present design challenges to accommodate the existing right-of-way. There were also several storm sewer outfalls to local stormwater basins that had evidence of major erosion and sediment transfer. The design included sediment traps and drop structures to reduce the velocity of the stormwater prior to reaching the ponds. The street design in the reconstruction areas consisted of several different cross sections and several driveways with undesirable grades. Considerable time was spent analyzing and redesigning the proposed street grades and cross sections to provide a somewhat consistent typical section and improving drainage for the adjacent driveways and residential properties. The construction cost for the project was bid at nearly $5M.

Northwest Area Utility Extensions, City of Inver Grove Heights

Bolton & Menk, Inc. was retained by the City of Inver Grove Heights to complete final design engineering and construction phase engineering services for the City's Northwest Area Trunk Watermain and Sanitary Sewer Extensions. This major trunk utility extension project will be the catalyst for future development within an area of approximately five square miles in the northwest quadrant of the City.

The major infrastructure components of this improvements project include trunk watermain lines up to 16" trunk sewer lines up to 24", dual 16" forcemains, and two sanitary sewer lift stations up to 6.7 MGD. The utility alignments traverse local roadways, County roadways, and Minnesota Department of Transportation (MnDOT) trunk highways, which has required significant amounts of interagency coordination.

A significant challenge of this project has been to design constructible trunk sewer lines to depths of over 70 feet. In determining the feasibility and approach to this construction, Bolton & Menk has employed a value engineering process involving geotechnical engineers and expert contractors in the fields of deep sewer construction and trenchless construction methods. As a result, the design included methods of open trench construction along with innovative directional auger boring construction. Additional project requirements include City and County road reconstructions and the preparation of temporary and permanent easement descriptions to facilitate construction.

Construction of the project's largest lift station (6.7 MGD) commenced in fall 2007 at a bid price of $1,730,000 and was substantially completed by summer 2008. Bolton & Menk provided construction administration and observation services for the lift station. Construction of the $10 million trunk watermain and sanitary sewer improvements commenced in spring 2008 and were completed in fall 2009. Bolton & Menk provided construction administration and observation services for this work as well.

Additional Relevant Experience

Hamilton of Savage Street and Utility Improvements - Phase VI, City of Savage

The project consisted of a $1.2 million full reconstruction of the street and utility infrastructure for two full City streets and portions of two other City streets in the Hamilton area of the City of Savage. Utility design involved detailed modeling and special construction staging to accommodate not only the needs of Phase VI, but also the needs of future phases. The project also included extensive utility coordination with not only standard small utilities but also with obtaining encroachment agreements for building a dry stormwater pond underneath a high-voltage transmission line and adjacent to a high-pressure petroleum distribution line. In addition, several traffic calming measures were evaluated to improve public safety. This evaluation resulted in the narrowing of one of the roadways in the corridor. The design was staged for portions of the project to be constructed concurrently with the adjacent Phase V project and to accommodate the needs of the residents and a local school.

East Point Douglas Road, City of Cottage Grove

Proposed commercial development within the Cottage View district has spurred the need for utility and roadway improvements along East Point Douglas Road adjacent to CSAH 19.

Bolton & Menk was engaged to review the developer's traffic study and provide additional analysis to address County and MnDOT concerns. The study evaluated traffic impacts to the proposed public roadways due to development within the Cottage View site. Specifically, the following was studied:

- Geometric improvements for East Point Douglas Road
- Location of the new East Point Douglas Road/CSAH 19 intersection
- CSAH 19 improvements at East Point Douglas Road intersection
- When development would trigger improvements at CSAH 19 & Highway 61
- Develop a phasing plan for the improvements

Sanitary sewer was analyzed to serve approximately 2,800 acres of future service area in accordance with the City's sewer plan, and trunk watermain was modeled to provide adequate fire protection and circulation for improved water quality. Regional stormwater improvements were made in conjunction with the on-site improvements proposed by the commercial development.

The Phase I improvements were completed in the fall of 2013.

Project Experience

Duckwood Drive Street and Utility Improvements, City of Eagan

In 2009, Bolton & Menk, Inc. was hired by the City of Eagan to prepare a preliminary engineering report for street and utility improvements along a new corridor of Duckwood Drive. The area for this improvement was the former Carriage Hills Golf Course property. The improvement was needed to both provide an Urban Collector Roadway for the planned redevelopment of the golf course property into single family and multi-family homes, as well as improved connectivity for emergency services being provided by the new Fire Safety Center being constructed on the same property. The report detailed preliminary design concepts for street and utility improvements.

After approval of the preliminary engineering report, Bolton & Menk, Inc. assisted the City with final plans and specifications, bidding services, construction management, construction observation and construction staking. The $1M project was completed on time and within budget. Design components of this ½ mile long 9-ton design Urban Collector roadway included 16-inch trunk watermain, 8-inch sanitary sewer, 12"-27" storm sewer, concrete curb and gutter, concrete walk, bituminous trail, street lighting and turf restoration.

Section 34 Water and Sewer Utility Extension Improvements, City of Lake Elmo

This project comprised of the construction of trunk sanitary sewer and watermain to serve the remaining undeveloped area of Section 34 immediately north of Interstate 94. The project included approximately 7,200 feet of gravity sanitary sewer, 5,800 feet of sanitary force main, 7,200 feet of watermain, and the construction of a duplex submersible sanitary sewer lift station. The project also included preparation of easement sketch and descriptions from 13 property owners in order to provide the necessary room to construct the project. Estimated costs and development of an appropriate cost allocation method were also developed with this project.

2013 Street Improvements, City of West St. Paul

The City of West St. Paul retained Bolton & Menk to complete design and construction services for their 2013 Improvements. Stryker Avenue, Duck Pond Drive and Stanley Street were completely reconstructed, including new watermain, storm sewer and CIPP lining of the existing sanitary sewer system. The subgrade was comprised of very unstable clay material and required several areas of additional subcut to ensure proper load support of the new typical section. Bolton & Menk was able to recognize this during design and included these quantities within the initial bid and likely saved the City thousands of dollars. The yards in the reconstruction areas were very flat and varying typical sections had to be incorporated into the design to help improve drainage, while matching driveways at the same time. The project also included the mill & overlay of Sperl Street, Arion Street, Butler Avenue, as well as the reconstruction of the intersection of Emerson Avenue and Imperial Drive. The construction cost for the project was bid at nearly $1.5M.

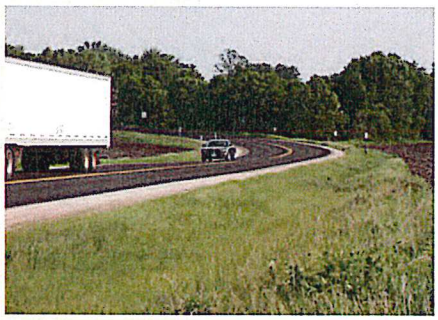
2013 Street Reconstruction and Maintenance, City of Northfield

Bolton & Menk, Inc. was retained by the City of Northfield in 2013 to provide survey, design assistance, and construction services for the 2013 Street Reconstruction Project and 2013 Street Maintenance Project. The reconstruction project included the reconstruction of 1,800 LF of street and underground utilities within the City's downtown district on 6th and 9th Street. The project incorporated streetscaping and a decorative concrete pavement intersection, along with a large stone faced retaining wall and decorative railing.

Communication with business owners and residents was critical during construction; of particular importance was maintaining access to a downtown bank drive-thru window, access to downtown grocery store parking lot and minimizing the construction dust along an adjacent nursery business. The project also required intermediate completion dates to accommodate several annual City events that take place in the busy downtown district each summer.

The maintenance project was a separate State Aid project and involved work in three different areas within the City. The project included the mill and overlay of 3,900 LF of street and pavement reclamation of 3,600 LF of street in all residential areas. The project incorporated the construction of traffic calming measures along an existing elementary school by roadway bump-outs and dynamic speed display signs, along with new concrete sidewalks to provide greater connectivity for pedestrians. Also included within the project was the installation of concrete sidewalk poetry stamps and several modular block retaining walls. The project required an expansive public process throughout all phases of the project; planning, design, and construction. All State-Aid testing and documentation requirements for the project was completed or coordinated by Bolton & Menk.

238th Street Extension, City of Hampton



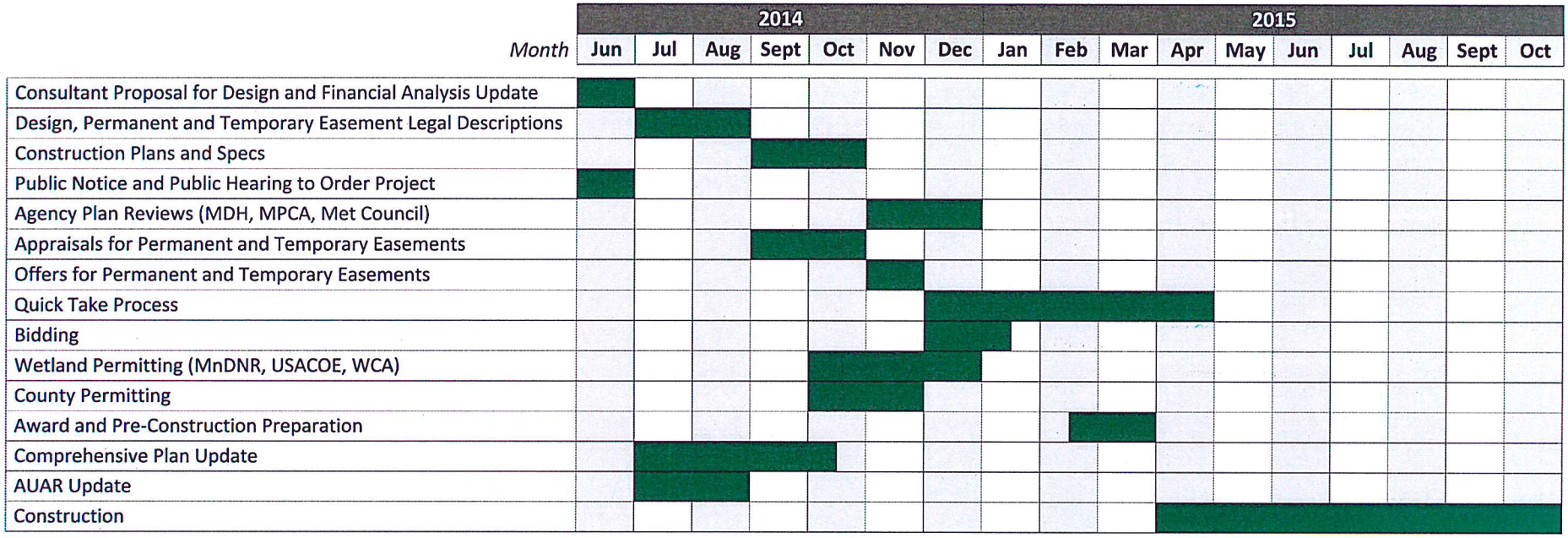
As the City of Hampton's engineer, Bolton & Menk, Inc. completed final design engineering and provided construction services for the Belmont Street Extension (238th Street) project. The project was a Cooperative Agreement with the Minnesota Department of Transportation (MnDOT). Elements of the project included constructing 238th Street from the intersection of Main Street and Belmont Street over to State Highway 50, construction of a bypass and turn lane on Highway 50, closure of a portion of Main Street between Belmont Street and Highway 52, as well as the expansion of the park and pool lot along Highway 52.

In conjunction with the project, a new Fire Station and City Hall building was constructed along the new 238th Street. The project created several challenges during construction due to the high groundwater levels that were encountered. The soil borings and pavement design that were completed by MnDOT did not indicate the groundwater being as high as was encountered during construction. When the soils were disturbed during construction, in conjunction with the groundwater, the soil properties changed and it was evident the design street section would not be adequate. Several field design changes were made with assistance from MnDOT and a quality street section was constructed.

As a part of the project, special storm water management practices were utilized in accordance with local watershed regulations (Vermillion River Watershed). Bioinfiltration Cells (rain gardens) were constructed along the Fire Station and City Hall parking lot and adjacent to 238th Street. Special plants were installed to add aesthetics to the gardens along with storm water treatment.

Project Schedule

Upon the time a plat(s) is approved we would begin the topography survey. The survey and base mapping will take approximately 8 weeks to be entirely complete. However, design will begin once a portion of the topography survey is complete. Design and plan preparation would take approximately 3 months. It is estimated the project could be bid late this fall. Construction would likely take the entire 2015 construction season. We have reviewed the preliminary schedule that was identified by the City and feel we could meet or slightly accelerate this schedule once a preliminary plat is approved.



Fee

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the design services scope of work as described in the detailed work plan for an hourly fee not-to-exceed $207,340.

Land Acquisition will also be included with this project. Evergreen Land Services will be providing a full scope and fee schedule once the final utility alignments have been determined. They have estimated their services will include negotiations and necessary acquisition of approximately 20 parcels. Their fee is estimated at $70,000.

Fee

CLIENT: City of Inver Grove Heights PROJECT: Argenta Trunk Utility Improvements		BOLTON & MENK, INC.									
TASK NO.	WORK TASK DESCRIPTION	Project Manager	QA/Qc	Project Engineer	Senior Engineering Technician	Survey Manager	Survey Crew	Environmental Engineer	GIS Specialist	Clerical	Totals
1.0	Topographic Survey										
1.1	Topographic Survey						420				420
	SUBTOTAL HOURS - TASK 1	0	0	0	0	0	420	0	0	0	**420**
2.0	Design & Bidding Phase Services										
2.1	Final Design	150	10	360	80			120	30		750
2.2	Prepare Final Plans	40	12	100	150				12		314
2.3	Prepare Easement Exhibits and Descriptions					80					80
2.4	Contract Documents (Specifications)	40	4							16	60
2.5	Obtain All Required Permits	6		10						6	22
2.6	Private Utility Coordination	6		10						6	22
2.7	Prepare Opinion of Probable Construction Costs			40							40
2.8	Bidding Services	12								12	24
2.9(a)	Project Kick-Off Meeting (1)	2		2							4
2.9(b)	Public Informational Meeting (1)	4		4							8
2.9(c)	City Council Meeting (4)	8									8
2.9(d)	City Staff/Design Review Meeting (4)	20		20							40
2.9(e)	Other Agency Meetings (2)	10		10							20
	SUBTOTAL HOURS - TASK 2	298	26	556	230	80	0	120	42	40	**1392**

Fee

CLIENT: City of Inver Grove Heights PROJECT: Argenta Trunk Utility Improvements		BOLTON & MENK, INC.										
TASK NO.	WORK TASK DESCRIPTION	Project Manager	QA/Qc	Project Engineer	Senior Engineering Technician	Survey Manager	Survey Crew	Environmental Engineer	GIS Specialist	Clerical	Total Hours	Total Cost
1.0	Topographic Survey	0	0	0	0	0	420	0	0	0	420	$48,300
2.0	Design & Bidding Phase Services	298	26	556	230	80	0	120	42	40	1392	$159,040
	TOTAL HOURS	298	26	556	230	80	420	120	42	40	1812	
	AVERAGE HOURLY RATE	$130.00	$150.00	$105.00	$115.00	$130.00	$115.00	$130.00	$85.00	$50.00		
	SUBTOTAL	$38,740	$3,900	$58,380	$26,450	$10,400	$48,300	$15,600	$3,570	$2,000		
	TOTAL FEE											**$207,340**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION FEASIBILITY AND PROGRAMMING STUDY

Meeting Date:	June 9, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular		None
Contact:	Joe Lynch, City Administrator Judy Thill, Fire Chief		Amount included in current budget
Prepared by:	n/a		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED Approve the attached Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for a Fire Station Feasibility and Programming Study.

SUMMARY As Council will recall, Staff has proposed a process for moving forward with evaluation of a third fire station a few months ago.

The initial step of the process was to develop an internal committee of firefighters, Fire Chief and Assistant Chief and City Administrator and Assistant Administrator.

That group has met twice and has developed a RFQ/RFP for architectural services to evaluate the recent Fire Station Location Study performed by DLR Group and TriData Division and then complete a programming study. The proposed outcome of this would be develop of a site specific concept plan, preliminary schedule and estimated budget.

The attached RFQ/RFP provides a rather accelerated timeline for completion in the hopes that construction would be completed by Fire Safety Week in September of 2016. This timeline provides for Council to review and comment on the draft study at a Special Meeting on September 15.

At this time Staff has no basis to provide an estimated cost to this piece of the process. There is however, $15,000 in the 2014 Fire Department budget to either pay for or supplement the cost. Council will have an opportunity to evaluate the proposal and award the contract if they choose on July 14.

REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

Architectural and Engineering Services
for
Inver Grove Heights Fire Station Feasibility and Programming Study

June 10, 2014

REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

Architectural and Engineering Services
for
Inver Grove Heights Fire Station Feasibility and Programming Study

June 10, 2014

INTRODUCTION
The City of Inver Grove Heights is requesting proposals for qualified consultants to provide architectural and engineering feasibility and programming analysis for the pre-design phase of a new fire station.

Upon completion of this Fire Station and Feasibility Programming Study, the City Council will decide whether to proceed to the design and construction phases of the project.

This pre-design phase of the fire station project includes development of a site specific concept plan, preliminary schedule and estimated budget.

In 2010 the City completed a Station Location Study due to increased and potential population growth.

REQUIRED PRE-PROPOSAL MEETING
Respondents are required to attend a pre-proposal meeting on June 19 at 1:00 pm in the City Council's Chambers of Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN. The purpose of the pre-proposal meeting is to review the RFP process and requirements and will include an opportunity for questions.

INQUIRIES
The persons designated below shall be the only contact for inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the tentative schedule of events. All questions or inquiries should be sent via email. (Note: when emailing Judy Thill, please cc Joe Lynch as well; and vice versa)

Judy Thill, Fire Chief
jthill@invergroveheights.org

Joe Lynch, City Administrator
jlynch@invergroveheights.org

SUBMITTAL OF PROPOSALS

Email a pdf of the Proposal
Subject line of email: Proposal for Fire Station Study
To: Melissa Kennedy, Deputy City Clerk
mkennedy@invergroveheights.org

PROPOSALS MUST BE RECEIVED BY EMAIL NO LATER THAN
3:30 pm CST – **July 1, 2014**

I. OVERVIEW OF PROCESS AND GENERAL INSTRUCTIONS

Carefully read the information contained in this RFP and email a complete response to all requirements, specifications and directions.

REQUIRED PRE-PROPOSAL MEETING

Respondents are required to attend a pre-proposal meeting on June 19 at 1:00 pm at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN. The RFP process and requirements will be reviewed and will be followed by a question and answer session. Proposals from firms that do not attend the meeting will not be considered.

QUESTIONS AND INQUIRIES

Questions will be answered about the RFP at the pre-proposal meeting, and by email to the designated contact for the RFP until 1:00 pm on June 27, 2014. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and emailed to all parties recorded by the City as having received a copy of this RFP and attended the pre-proposal meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of this RFP.

Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

TENTATIVE SCHEDULE OF EVENTS

RFP Issue Date	June 10, 2014
Required pre-proposal meeting	June 19, 2014
Questions accepted about the RFP until	June 27, 2014
Proposals Due	July 1, 2014
Committee selects top candidates for Council consideration	July 9, 2014
Council meeting to award contract	July 14, 2014
Submittal of draft Feasibility and Programming Study	September 8, 2014
Council review of draft study	September 15, 2014
Submittal of final Feasibility and Programming Study	October 13, 2014

EVALUATION CRITERIA

The Respondent selected for an award will not necessarily be the lowest bidder. Rather, the selection will be based upon the proposal that is responsive, responsible and the most advantageous to the City as determined by the City, in its sole discretion. The City intends to award a contact subject to the terms of this RFP, to the best overall valued form. Firms will be prioritized based on past experience and performance, current performance capability, fees and other criteria as outlined in this document. The City anticipates that all forms will have a fair and reasonable opportunity to provide service.

The City reserves the right to add/delete/modify criteria or items, via an addendum, if it is in the City's best interest, as determined by the City in its sole discretion.

ISSUANCE OF RFP AND AWARD PROCESS

Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to

request clarification or additional information. The City reserves the right to award a contract or re-solicit proposals or to temporarily or permanently abandon the procurement.

PROPOSAL SUBMISSION

Email a pdf of the Proposal
Subject line of email: Proposal for Fire Station Study
To: Melissa Kennedy, Deputy City Clerk
mkennedy@invergroveheights.org

Do not submit proposals to any other person or location by any other method.
Proposals sent to any other person or location (or with an improper subject line) cannot be guaranteed to remain unopened until the proposal due date and time. Moreover, if sent to any other person or location, the proposal cannot be guaranteed to be forwarded to the Contact Person for this project and therefore may not be considered.

Proposal MUST include:

- Signed Respondent Proposal (Attachment A)
- Reference List
- Firm background and qualifications (Attachment B)
- At least four examples of constructed fire stations that were designed by Respondent.

PROPOSALS MUST BE RECEIVED BY EMAIL NO LATER THAN
3:30 PM CST – TUESDAY, JULY 1, 2014

- **Late submissions will not be considered.**
- **Attachment A must be signed by an authorized representative of your company. Unsigned submissions WILL NOT be considered.**

OWNERSHIP OF PROPOSAL
All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

RELEASE OF CLAIMS
Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

PUBLIC PROPOSAL OPENING
The City will save the emailed proposals unopened, and only open and print them on the due date and time indicated. Respondents may attend the proposal "opening." Names of the Respondent's and Attachment A of the proposals will be make public at the opening.

DURATION OF RESPONDENT'S OFFER
The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period of 90 days from date shown on Respondent Proposal.

ERRORS IN PROPOSAL
The City shall not be liable for any errors in Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the submittal date and time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete, Respondents are responsible for all errors or omissions contained in their proposals.

WITHDRAWING PROPOSALS
Respondents may withdraw their proposal at any time prior to the submittal deadline by submitting a written request to the Contacts for RFP Inquiries indicated on the submittal guidelines page. The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the submittal deadline. Not proposal may be withdrawn after the submittal date and time without approval by the City. Such approval shall be based on the Respondent's submittal in writing, of a reason acceptable to the City in its sole discretion.

ADDENDUMS
The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

RESPONSIBLE PROPOSERS (RESPONDENTS)
The City reserves the right to award project contracts only to responsible Respondents. Responsible Respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible Respondent is at the City's sole discretion.

NOTIFICATION OF AWARD
If the City makes and award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting contract shall consist of (but not limited to):

a. The terms, conditions, specifications, and requirements of this RFP and its attachments;
b. Any addenda issued by the City pursuant to this RFP;
c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any meeting(s) with the City;
d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

SELECTION CRITERIA
- Prior design experience with projects of similar scale and complexity
- Firm presence in the Upper Midwest with recent (10 years) successfully completed projects in Minnesota.
- Prior experience with public sector clients and process

- Design philosophy and approach to design in general
- Clear understanding of the functional and operational aspects of the fire service and emergency operations
- Use of processes to incorporate fire department staff ideas into all stages of programming and design
- Commitment to developing an energy efficient and healthy building
- Professional qualifications of individuals assigned to this project.

II. FEASIBILITY AND PROGRAMMING STUDY REQUIREMENTS

Scope of Services

The listed services are not intended to exclude other services that the Respondent believes necessary and is able to provide. Required services include:

- Study schedule – Due to the tight time frame for completing the Feasibility and Programming Study, the Respondent will need to be particularly mindful of developing a program capable of producing the Study in a timely manner.
- Site Selection
- Site Assessment
- Evaluation of impacts of service delivery as it relates to the two existing fire stations.
- Building Program
- Building Concept Diagram(s)
- Construction and Finish Assemblies
- Building Systems
- Sustainable Design Goals
- Design and Construction Schedule
- Project Budget

Attachment A

RESPONDENT PROPOSAL

The firm hereby proposes to provide Architectural and Engineering Services and other Services as specified within the scope of service at the rates shown below.

Based on the scope of work for this feasibility and programming study, what is your fixed fee? What are your estimated total reimbursable expenses?

Fixed fee:

Reimbursable expenses:

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation

Firm:

Contact:
Telephone:
E-Mail:
Address:

City/State/zip:

Authorized Signature: _____ _____
Date

Name and Title:

Attachment B

FIRM BACKGROUND AND QUALIFICATIONS

The City of Inver Grove Heights will review and evaluate each proposal, and selection will be made on the bases of the criteria listed below. The submitting proposals shall include with that proposal statements on the following:

A. Proven management skills and technical competence including specialized experience in the Architectural design of fire station projects.

   Management Skills and Technical Expertise include as a minimum:
   - List of at least four fire station facility design projects that have been constructed, including description, scope, project cost, and owner's contact information.
   - List of design projects that are LEED certified
   - Awards and letters of commendation received.

B. Credentials of project team, including: lead designer's and major subconsultant's portfolio of related projects; history of the proposed team working together on past projects.

Include as a minimum:
1. Identification of project lead architect and project team.
2. Staffing plan
3. Lead architect resume and portfolio of related projects
4. Lead designer's resume and portfolio of related projects
5. Resumes of key project staff members including identification of LEED Accredited Professionals.
6. Identification of subconsultants
7. Subconsultant's portfolio of related projects
8. Resumes of subconsultant's staff.