INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, OCTOBER 13, 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. i) Minutes – September 8, 2014 Special City Council Meeting _____
      ii) Minutes – September 15, 2014 Special City Council Meeting _____
      iii) Minutes – September 22, 2014 Regular City Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending October 8, 2014 _____

   C. Approve Custom Grading and Storm Water Facilities Maintenance Agreements for 2143 94th Court (Lot 2, Block 2, Shamrock Oaks) _____

   D. Approve Amendment to the Custom Grading Agreement for 2211 94th Court East (Lot 1, Block 2 Shamrock Oaks) _____

   E. Approve Retaining Wall Maintenance Agreement for Landowners Improvements for Outlot J of the Argenta Hills 8th Addition _____

   F. Accept Proposal from Keys Well Drilling Company _____

   G. Approve Second Amendment to Lease – AT&T _____

   H. Resolution Approving Traffic Control Signal Agreement No. 05974 (Robert Street and Mendota Road) _____

   I. Approve Purchase of Capital Equipment _____

   J. Resolution Approving Assessment Deferral for City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court _____

   K. Resolution Receiving a Petition Requesting a Mill and Overlay Project on Dawn Avenue from 78th Street to 80th Street _____

   L. Resolution Receiving the Petition for Sewer and Water Extension and to Add and Incorporate into the Feasibility Report for City Project No. 2015-09E, 47th Street and Neighborhood Street Reconstruction _____

M. Approve Massage Therapist Licenses _____

N. 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:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. BENNET BENSON; Consider Resolution relating to a Variance to allow Two Detached Accessory Structures on a Property whereas One is the Maximum Allowed for the property located at 5906 Asher Avenue _____

B. JAMES FROME; Consider Resolution relating to a Conditional Use Permit to Exceed the Maximum Impervious Surface allowed for property located at 8956 Almquist Way _____

C. KEH&H; Consider Resolution relating to a Conditional Use Permit to Add a Car Wash and Expand the Outdoor Storage area for property located at 16 Mendota Road _____

D. JIM DEANOVIC; Consider the following requests for properties located in the Northwest Area:

i) A Comprehensive Plan Amendment to Change the Land Use Categories on Portions of the Parcels and Additional Amendments

a) Blackstone Vista: 40 acres from IOP, Industrial Office Park, CC, Community Commercial, MDR, Medium Density Residential to LDR, Low Density Residential _____

b) Blackstone Ridge: 40 acres from LMDR, Low-Medium Density Residential, MDR, to LDR _____

c) Amend Sanitary Sewer Map to Show the Proposed Change in Routing of the Sanitary Sewer through the Argenta Sewer District _____

d) Change to the MUSA Expansion Exceptions through the Leitch Estates Neighborhood with Routing of Public Street and Utility Improvements through the Neighborhood _____

e) Create New Districts for the MDR and LDR Categories to Address Financial Implications in the Northwest Area _____

ii) Rezoning of the Property from A, Agricultural to R-1C/PUD, Single Family Residential PUD and R-3B/PUD, Multiple Family Residential PUD _____

iii) A Preliminary Plat and Preliminary PUD Development Plan Approval for a Three Parcel Plan to be known as Blackstone Vista – 78 Unit Single Family, Blackstone Ponds – 104 Unit Townhome and Blackstone Ridge – 121 Single Family _____

E. **CITY OF INVER GROVE HEIGHTS**: Approve the Execution of Assessment Waiver Agreement, Accept Petition, Order the Project, Accept the Quote, and Award the Contract for City Project No. 2014-16, Bechtel Avenue Backyard Drainage Improvements _____

ADMINISTRATION:

F. **JIM KRECH**: Consider Request for Special Bow Hunt Outside of Established Hunting Area _____

G. **CITY OF INVER GROVE HEIGHTS**: Consider Third Reading of an Ordinance related to Body Art Establishments and Ordinance Amending related Sections of the Zoning Code _____

H. **CITY OF INVER GROVE HEIGHTS**: Consider Ordinance Amendment related to Salaries of Mayor and Council _____

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 SPECIAL MEETING
MONDAY, SEPTEMBER 8, 2014 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, September 8, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Attorney Kuntz, City Administrator Lynch, Community Development Director Link, Public Works Director Thureen, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Chief Thill, and Deputy Clerk Kennedy

2. 2015 BUDGET

Mr. Lynch stated the focus of the budget discussion would be on cash balances, fund balance, and capital equipment. He noted no additional special meetings were scheduled for budget discussions prior to adoption of the preliminary levies and budgets at the September 22nd regular meeting.

Ms. Smith stated the fund balances were reported as of December 31, 2013 and the cash balances as of July 31, 2014. She explained a minimum fund balance policy was established for the General Fund. The City had a targeted unassigned fund balance in the General Fund of 40% of the property tax levy and state aids anticipated in the subsequent year's budget of the General Fund. Based on the budget prepared for the August 4th work session it was anticipated that the City would be in compliance with the minimum fund balance policy. Based on a recommendation from the Office of the State Auditor, review of other cities' policies, and information from Standard & Poor, it was recommended that the City change the policy so that the targeted unassigned fund balance in the General Fund was 50% of expenditures in the subsequent year's budget of the General Fund. She noted based on the current proposed budget the City would not be in compliance with the new fund balance policy and she did not recommend use of General Fund fund balance for the 2015 budget.

Councilmember Mueller questioned the references to a manager in the policy.

Ms. Smith stated the policy was written in 2011 by outside sources because the City did not have a Finance Director in place at that time. She added the policy would be updated to reflect the correct terminology.

Councilmember Madden questioned why the increase to 50% was recommended.

Ms. Smith stated she recommended the change in future for bond rating purposes, to maintain strong fund balances and liquidity, and to ensure the City would have enough cash on hand to cover an emergency situation.

Mayor Tourville questioned if the City had ever been short on cash to handle a situation.

Ms. Smith replied in the negative.

Mayor Tourville expressed concern with setting aside tax payer money for nothing. He opined if the City didn't need the additional funds and was not missing the mark the fund balance should not need to increase by that much.

Ms. Smith reviewed information from other cities' fund balance policies.

Councilmember Piekarski Krech suggested a goal of landing between 40-45%.

Ms. Smith stated the 2015 base budget would hit 45% and the base budget plus proposed additions would be at 42%.

Mayor Tourville stated he would support 40-45% and nothing higher.

Councilmember Piekarski Krech suggested maintaining a minimum of 40%.

Council agreed the policy should be between 40-45% of expenditures.

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Ms. Smith reviewed the 2015-2019 Capital Improvement Plan (CIP). She noted the five (5) year financing plan did not include utilities or any potential shortfalls in the Northwest Area. The CIP anticipated $39.4 million of non-utility City capital expenditures over the five (5) year planning period. She reviewed the proposed expenditures by year and by fund.

Councilmember Madden clarified that the City used to contribute $500,000 to the Pavement Management Fund annually.

Mr. Lynch stated that was done until 2011. He noted the proposed 2015 budget included a $500,000 transfer to the Pavement Management Fund.

Councilmember Piekarski Krech stated she thought the transfer in 2015 was $1,000,000.

Ms. Smith explained the 2015 base budget plus additions proposed a $500,000 transfer from the Host Community Fund and a $500,000 transfer from General Fund taxes to Pavement Management.

Councilmember Piekarski Krech questioned how much additional was included for department requests.

Ms. Smith stated approximately $500,000.

Mr. Lynch stated page 15 of the CIP showed the estimated tax rate if the Council adopted the 2015 base budget plus the Pavement Management contribution. He noted the tax rate would increase 3.7% if the Council approved the base budget plus the department requested additions, including the contribution to the Pavement Management Fund.

Ms. Smith stated page 15 of the CIP also included debt levy information. She noted future debt levies were project for 2017, 2018, and 2019 for anticipated City Facilities projects for the Fire Department and Public Works. She reviewed the Capital Facilities Capital Projects Fund on page 26. She explained the anticipated expenditures identified would utilize all the money available in the fund.

Councilmember Bartholomew stated a fund balance was projected in Capital Facilities at the end of 2015.

Ms. Smith stated at the end of 2018 the balance in the fund would be zero if all anticipated projects were approved. The Host Community Fund information on page 18 presented a fund balance that included a $1 million dollar loan to the EDA. She noted the balance would be $1 million less from a cash perspective because the loan had not been repaid.

Mayor Tourville questioned how the $1.5 million earmarked for contribution towards the Fire Station in 2015 and 2016 would be used.

Mr. Lynch stated the City was leaving options open for a cash contribution towards either construction or land acquisition costs. He noted that would ultimately be a policy decision by Council at a later date.

Ms. Smith stated $500,000 in cash was also slated to be used from the Closed Bond Fund for the Fire Station. Staff anticipated using $2 million in cash for the Fire station and bonding for $4 million.

Councilmember Mueller questioned what the balance would be in the Host Community Fund after all anticipated expenditures.

Ms. Smith explained page 18 showed an ending fund balance of $1.7 million in cash.

Mr. Lynch stated the projected revenue was very conservative because of changes made by the State Legislature.

Councilmember Piekarski Krech questioned if the 2014 information was what had been received to date.

Ms. Smith stated it was an estimate of what the City expected to receive for the year.

Councilmember Piekarski Krech stated it was still down significantly from 2013.

Mayor Tourville stated the City had committed expenditures from the Host Community Fund through 2019.

Councilmember Bartholomew questioned if the 2019 balance considered repayment of the loan.

Ms. Smith replied in the negative. She explained it considered the potential sale of excess golf course land in 2016 and 2017.

Mayor Tourville questioned if the loan had to be repaid.

Ms. Smith stated it did not have to be paid back, that was just the way it was set up.

Mayor Tourville questioned what the $1 million for the VMCC in 2016 and 2019 was for.

Mr. Carlson stated a majority of the cost would be for a new roof because the existing roof would be 20 years old at that point.

Councilmember Bartholomew referenced Exhibit D for the Host Community Fund. He stated $100,000 transfers were anticipated for the golf course starting in 2015. He opined his preference would be to not include that transfer. He questioned why the money could not be generated from revenue or raising rates.

Mr. Lynch explained three (3) years ago the City started moving money to help with capital replacement costs at the course. He stated $100,000 was earmarked for replacement of the irrigation system, as well as improvements to the parking lot and driving range.

Councilmember Madden noted in the past it did not help when the fees were adjusted.

Mr. Lynch stated the City tried discounting at the course for a two (2) year time period and found a slight increase in the number of users, but the increase did not translate to an increase in revenue. The City then shifted to increasing rates by $1 every other year. He noted staff may have a different recommendation for a new pricing model and other programming changes in the near future.

Councilmember Bartholomew stated he was very concerned about contributing another $100,000 annually to the golf course.

Mr. Lynch explained there was a policy consideration presented on page 11 because the Local Improvement Fund currently had a deficit and a funding source needed to be identified. He reviewed the impact of an increase in the tax levy on an average value home in the City.

Councilmember Mueller questioned if growth projections were considered for 2016 and 2017.

Ms. Smith explained valuation growth was kept steady at 3%.

Councilmember Bartholomew questioned if approval of the CIP would include approval of the policy consideration.

Mr. Lynch stated if the Council approved the CIP specific projects would still need to come forward for approval and identification of a funding source by the Council at later dates.

The City Council recessed at 6:56 p.m. and reconvened at 8:17 p.m.

Mr. Thureen presented the recommendations for capital equipment replacements. He reviewed the process for determining capital replacement requests. For the past five (5) years staff has tried to extend the recommended life of equipment. He stated the goal was to not have excessive replacement costs in any one year. Factors such as age, hours of use, maintenance history, type of use, current trade-in value and funds available to cover replacement were all considered when determining which equipment would be proposed for replacement.

Councilmember Mueller questioned if the City had the option to put the equipment on the market to sell privately.

Mr. Thureen stated that had been done in the past and staff found it did not work well and was not worth the staff time involved to try to sell the items to private parties.

Councilmember Piekarski Krech stated the mileage was low on a lot of the items listed. She questioned if the City would receive enough in trade-in value to make it worth getting rid of the equipment now versus keeping it.

Mr. Thureen stated the intent was to get as much life as possible while still maximizing value.

Councilmember Mueller questioned if the cost of the squad cars included delivery.

Mr. Thureen stated the price included delivery. He noted the three (3) Crown Victoria marked squad cars would be replaced with the new SUV Interceptor models.

Councilmember Mueller questioned if there were any maintenance concerns with the new SUV squads.

Mr. Thureen stated he had not heard of any issues.

Chief Stanger stated they had experienced no issues and the SUV squads handled better than the Crown Victoria model.

Mr. Thureen explained staff proposed purchase of a vehicle for use as a dedicated water truck in Parks, Utilities and Streets. The truck would have various appurtenances so all departments could use it.

Ms. Smith stated dollars were already set aside for the 14 items proposed to be replaced.

4. **ADJOURN:** Motion by Bartholomew, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:40 p.m.

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INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, SEPTEMBER 15, 2014 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, September 15, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Attorney Kuntz, City Administrator Lynch, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Chief Stanger, Chief Thill, and Deputy Clerk Kennedy

2. NORTHWEST AREA STORM WATER DESIGN REQUIREMENTS

Brett Emmons, Emmons & Olivier Resources, stated his firm's primary area of expertise was storm water. He provided an overview of the history and context surrounding storm water planning for the Northwest Area. He noted although the Northwest Area was a prime location in the Twin Cities it had not been a part of traditional urban services until recently. He explained the area had always been a challenging site in terms of infrastructure development due to topographical and logistical challenges. Through an extensive system planning process it was determined that it would be very costly to install infrastructure to serve the Northwest Area and control storm water through traditional means. The City undertook a local initiative to explore other options for the system that would reduce costs and retain the unique character of the existing landscape. From that initiative a new approach to storm water management was development that centered on the concept of low impact development. He explained the Northwest Area Land Use Plan contained a mix of uses, maintained open spaces, and allowed for flexible densities. A series of studies were conducted in the early 2000's to look at storm water issues in the area and it was determined that a traditional storm water management system with typical pumps and pipes would simply be too costly in terms of upfront capital costs and ongoing maintenance costs. The Low Impact Development plan utilized the natural benefits of the system and replenished ground water to Marcott Lakes. It included an alternative system for storm water management that had no pump stations, only three (3) miles of piping, and did not require a new outlet to the river. The cost of the alternative system was 50% less than the cost of a traditional system. In 2007 the City adopted the Northwest Area Overlay District and Storm Water Manual. The manual was intended to be a tool for developers to use throughout the entire development process for the Northwest Area. The manual provided information and guidelines related to the process of planning, design, construction, operations, and maintenance that would help developers design their development for long-term success. He explained the manual contained information for all phases of development from concept site plans to final design. He stated the land use plan was a key component because it worked to keep water at its source, preserve natural basins, and provide a safe system for building. He noted there were many benefits to low impact development such as improved water quality, reduction in flooding, reduced costs, and replenishment of aquifers. The benefits specific to the City were that it reduced costs by 50%, delayed costs to the time of development, preserved character, and avoided the Mississippi River regulations.

Councilmember Mueller questioned if the manual would tell developers about runoff and what needed to happen at certain locations within the Northwest Area.

Mr. Thureen explained the manual identified a footprint and outlined the performance standards for design. He noted Chapter 9 of the manual discussed the actual process.

Mr. Emmons reviewed the developments that have occurred in the Northwest Area and demonstrated that the manual and design process can be effective. He stated there were still areas for improvement. He explained designers lack familiarity with the low impact development concept and often skipped the sketch plan step in the manual. He noted it was important to get the designers to use the process outlined in the storm water manual from the beginning.

Mr. Thureen explained the sketch plan was currently not a requirement of the ordinance and it was recommended that Council consider making it a requirement. He stated the simple change would save everyone involved in the process time and money. He noted it had been proven that those who work with the manual right away get developments approved faster and have fewer iterations.

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Councilmember Piekarski Krech opined that the manual was too thick and the process needed to be easier to understand. She expressed concern that developers would go elsewhere because the process was too complex.

Mr. Thureen noted there was really only one chapter that developers had to pay attention to.

Mr. Emmons explained Chapter 9 outlined the step-by-step process and the rest of the manual was simply available for use as a resource.

Mr. Kuntz stated staff met with developers early in process and provided them with a copy of Chapter 9 and the basin map before any work was done on the project in order to walk them through the process so developers gain some familiarity with the low impact development concept.

Mr. Thureen noted the manual did not tell someone what to do. The manual simply allowed an engineer to put together a design that would meet the standards of the Northwest Area.

Mayor Tourville stated the City provided the guidelines as a resource for developers. He agreed that the City also needed to make it affordable and easy to understand for developers.

Councilmember Piekarski Krech questioned if the City was simply trading the cost of design for the cost of pipe.

Mr. Thureen stated the costs of design for this type of development was not even close to what developers would have paid for a traditional storm water management design in the Northwest Area.

Mr. Kuntz noted once developers understand that maintenance, management, and control of storm water are happening on-site they need to follow the manual for the low impact development process.

Councilmember Bartholomew questioned why an outside consultant was needed if the City already had a manual and staff was looking at the development. He opined it seemed more fees were being charged to check on our own work.

Mr. Thureen stated it was a function of work load and a desire to speed up the review process.

Mayor Tourville stated it seemed as though there was too much back and forth in the process and it became frustrating for developers.

Councilmember Bartholomew opined at some point everyone may have to realize that the City made a mistake on the density requirements because a lot of landowners and developers think the numbers are off.

3. PUBLIC WORKS FACILITY NEEDS

Mr. Thureen explained it had been two (2) years since the Council's previous discussion regarding the Public Works Maintenance Facility. He provided updated cost information on improvements needed for the maintenance buildings. He stated staff tried to protect equipment and get as much life out of it as possible. The maintenance facility did not have a decent wash facility and there were concerns about smaller vehicles that had to sit outside during the winter. He played a video regarding the maintenance facilities & operations for winter road maintenance. Tight confines made it difficult to maneuver larger equipment and vehicles in and out of spaces. Currently every available space was utilized to maximize warm parking area. The overall lack of indoor space meant staff had to regularly spend time clearing snow from equipment parked outside. There were 104 items occupying 77 spaces. Employee parking was also tight. He explained the City's maintenance needs had surpassed the design and size of the facility and the City was continuing to grow. More mileage was being added to the street system and more equipment would be required if the City wanted to maintain service levels. He stated it would be an appropriate time to update the needs analysis study as they had a better feel for future space needs because there was now a plan for future build out of the City. He suggested three (3) alternatives be requested in the proposal. Two (2) alternatives for remodeling the existing facility and one (1) alternative for new construction. He noted it would be wise to make facility changes before the need became more

dire.

Councilmember Piekarski Krech opined that heated storage for all vehicles was not needed and questioned what the justification would be to citizens for spending money on a new facility.

Mr. Lynch clarified that staff was not asking for all vehicles to be parked in a heated storage facility. He explained the point of the presentation was to demonstrate that the space the City currently had was not going to be adequate to maintain current service levels as the City gets larger. He stated the space needs analysis would help determine how the current space could be changed to make operations better and more efficient.

Mayor Tourville stated it would be beneficial to have a needs and cost analysis so they had a better idea of what was being discussed. He noted people in the City want high levels of service that are efficient, especially when it comes to street maintenance.

Councilmember Madden expressed concern with the tight spaces within the current facility and the narrow clearances the staff had to maneuver vehicles. He opined he would like to do whatever possible to help improve the facility because winter street maintenance operations were extremely important.

Mr. Thureen stated the analysis would provide a review of the three (3) alternatives and present recommendations to meet current operational challenges and plan for future needs.

Mayor Tourville noted the lack of space inside the facility for employee use was also a concern.

Mr. Lynch stated staff had previously put together parameters for a RFP. He explained they would review that information, determine if it was still relevant, and bring it back for Council review and approval.

Councilmember Bartholomew opined that the proposed cost for the needs analysis was too expensive and felt the City should be able to get the work done for less money.

Mayor Tourville questioned if staff felt the cost was a competitive price.

Mr. Thureen responded in the affirmative. He noted the other response was at cost of $26,500. He explained the responses were from firms with extensive experience working with similar types of facilities.

Councilmember Bartholomew stated the price was too high and suggested staff consider refining the RFP.

Councilmember Piekarski Krech questioned why the golf course maintenance facility and Rich Valley Park were included in the analysis.

Mr. Thureen explained they would remove Rich Valley Park from the analysis but would like to leave the golf course maintenance facility in the study to see what efficiencies could be achieved between the facilities.

Mayor Tourville suggested staff refine the RFP and bring it back for Council review. He added the revised RFP could be sent out again for revised cost proposals.

4. TOBACCO LICENSING/HOOKAH ESTABLISHMENT REGULATIONS

Ms. Botten stated the City did not currently have an ordinance related to the possession, sale, and consumption of tobacco and tobacco related devices and products. She noted Dakota County currently administered tobacco licensing for the City's 35 licensed establishments. She explained in 2007 the State amended the Minnesota Clean Indoor Air Act (MCIAA) and enacted The Freedom to Breathe provisions. The purpose of the provisions was to further protect employees and the public from the health hazards of second-hand smoke. The MCIAA prohibits smoking in public places, including restaurants and bars. The MCIAA does allow tobacco sampling in a retail establishment that has more than 90 percent of the sales from tobacco or related accessories. She noted many cities and counties have adopted ordinances with more stringent regulations than what is outlined in the MCIAA. She explained the County tobacco ordinance had not been amended since 1999 and did not prohibit tobacco sampling. The City's zoning

ordinance does not specifically list tobacco shops in the land use table. Historically a tobacco shop has been considered to be a general retail use permitted in the B-2, B-3, and B-4 zoning districts. She noted out of the 35 licensed establishments in the City two (2) are tobacco shops, two (2) are e-cigarette shops, and one (1) has been operating as a hookah lounge. The remaining licensees were gas stations, restaurants, or retail stores that sell tobacco products as an accessory use. She explained the purpose of the discussion was to get direction from the Council on how to proceed.

Councilmember Madden opined there were enough restrictions imposed by the State government and the City should not get involved.

Councilmember Piekarski Krech questioned what the definition was of sampling.

Ms. Botten stated it was a gray area with no clear definition.

Councilmember Piekarski Krech questioned how someone could operate a hookah lounge if sampling was permitted but hookah lounges were not.

Ms. Botten explained a hookah lounge was prohibited by the Minnesota Clean Indoor Air Act. She noted she was not sure how the licensure process worked through the County.

Chief Stanger explained the County had civil penalty in place to hold the business owner responsible for violations and the City did not currently have a similar civil penalty process. He expressed concerns about enforcement of regulations without a civil penalty process in place.

Mohamed, 6426 Cahill Avenue, stated he was the owner of the business that was shut down by the building official. He explained he operated a smoke shop that offered sampling and his business was not a hookah lounge. He disagreed with the interpretation of the Minnesota Clean Indoor Air Act and stated other cities, such as Little Canada, Mendota Heights, Minneapolis, and Columbia Heights, worked with businesses to allow sampling at smoke shops and hookah lounges.

Mr. Link explained the building official shut the business down because they did not obtain the proper building and occupancy permits. He stated the issue was if the business was a retail operation with sampling or if it was a lounge. He noted other cities simply prohibited retail sampling versus trying to define the operation.

Councilmember Madden opined the definition of the business operation should have been straightened out before the City shut it down.

Mr. Lynch stated the building official visited the business and based on his finding he considered it to be operating as a lounge, not a general retail use.

Ms. Botten stated the issue started when it was discovered that the business owner did not obtain an occupancy permit. The issue was then brought to planning when it appeared, based visiting the business, that the operation was more that of a lounge.

Councilmember Piekarski Krech questioned how sampling differed from a lounge.

Ms. Botten explained they typically operated as two (2) separate businesses. One (1) was a retail space and the other was usually a club that required membership. She referenced Burnsville's ordinance and explained that City had strict conditions in place for lounges. She provided an overview of Burnsville's regulations.

Mr. Link explained State law prohibited smoking indoors in public places except for retail establishments that sell tobacco. He noted the owner of this particular establishment maintains that his business is a retail establishment that allows sampling.

Councilmember Piekarski Krech questioned how long patrons stayed at the business to sample product.

Mohamed stated the length of stay varied. He noted his neighbors did not object and he was keeping the operation safe.

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Mr. Link stated the occupancy needed to be reviewed by the Building Official.

Tom Leach, owner of building, explained the tenant did not make any structural changes to the space.

Mr. Link explained the issues could be resolved with the building and inspections department fairly quickly. He stated if the business was a lounge smoking would be prohibited. He stated the question was how to define retail use with sampling.

Ms. Botten noted this exact scenario was the reason why a lot of cities adopted their own regulations.

Mayor Tourville stated his preference would be to have the County continue to administer licenses. He suggested staff could bring research other cities regulations and bring back an ordinance for consideration that would regulate retail sampling and hookah lounges.

Mohamed requested that he be allowed to continue operating his business until the City figured out how they wanted to proceed in terms of definitions and regulations.

Mr. Link stated it was a policy issue for the City Council and the question was whether or not the City wanted to regulate retail sampling.

Mr. Kuntz questioned if the business owner charged a fee to customers for sampling.

Mohamed replied in the negative.

Ms. Botten questioned if they charged patrons for booth rental or admission.

Mohamed replied in the negative.

Mr. Kuntz questioned if minors were allowed to enter the business.

Mohamed explained they only allowed patrons over the age of 18.

Ms. Botten stated she would review ordinances from Little Canada and Columbia Heights and bring back suggestions for an ordinance.

Councilmember Piekarski Krech questioned if the business could be allowed to conditionally operate as a retail shop with sampling until a final decision was made.

Chief Stanger noted the Police Department could not enforce a violation if the City did not define sampling.

Mayor Tourville stated staff would put together a draft ordinance for Council review and in the meantime the business owner could work with the building official to get the occupancy permit issue resolved and reopen until a decision was made about the ordinance.

5. **ADJOURN:** Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:22 p.m.

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INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, SEPTEMBER 22, 2014 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, September 22, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Finance Director Smith, Chief Stanger, Chief Thill, Public Works Director Thureen, and Deputy Clerk Kennedy

3. PRESENTATIONS:

A. Fire Department Donation

Chief Thill explained Station 3 Lieutenant Corey Rosendale's children, Wyatt and Payton, and his wife, Nicole, researched the use of pet oxygen masks. They questioned if the Inver Grove Heights Fire Department would be willing to put the equipment on its trucks. Lieutenant Rosendale discussed the issue with his Captain and determined the department would welcome the equipment. He told his wife to purchase two (2) masks so both stations would have them available for use. Upon learning that two (2) masks would be purchased Wyatt volunteered to pay for the second mask on his own. Wyatt mowed lawns throughout the summer and saved his money to purchase the second pet oxygen mask for the Fire Department. She introduced Nicole, Wyatt, and Payton and they presented the pet mask kits as a donation to the Fire Department. She stated the kits included different sized masks to be able to fit a wide variety of pets. She thanked Nicole, Wyatt, and Payton for their donation of the life-saving apparatus.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4E from the Consent Agenda

Mayor Tourville removed Item 4H from the Consent Agenda.

A. i) Minutes – September 2, 2014 City Council Work Session
   ii) Minutes – September 8, 2014 Regular City Council Meeting

B. **Resolution No. 14-144** Approving Disbursements for Period Ending September 17, 2014

C. Approve Revision of Fund Balance Policy

D. **Resolution No. 14-145** Accepting Individual Project Order No. 1 for General Planning Services to Assist with Development Reviews

F. Change Order No. 6 and Pay Voucher No. 3 for City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06, Blaine Avenue Retaining Wall Replacement

G. Approve Custom Grading, Right of Way Easement, and Pedestrian Trail Easement Agreements for 2211 94th Court East (Lot 1, Block 1, Shamrock Oaks)

I. Approve VMCC Concession Stand Lease with IGHHA

J. Approve Dasher Board Letter of Understanding with IGHHA

K. Approve Amended Start Time for October 6, 2014 City Council Work Session

L. Personnel Actions

Motion by Piekarski Krech, second by Mueller, to approve the Consent Agenda

Ayes: 4
Nays: 0 Motion carried.

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E. Resolution Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement

Councilmember Piekarski Krech questioned if the people from 2013 would be charged interest for all of 2013 or only from the date the assessment was levied.

Mr. Link stated he would have the information available at the assessment hearing. He explained his understanding was that interest would be charged for the past year.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-146 Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement and Resolution No. 14-147 Calling for Hearing on Proposed Assessments

Ayes: 4
Nays: 0 Motion carried.

H. Resolution Receiving Professional Services Proposal and Accepting Proposal from Short Elliott and Hendrickson, Inc. (SEH) for City Project No. 2015-09E, 47th Street Neighborhood Street Reconstruction

Mayor Tourville questioned if the scope of services included looking at the storm water in the area in conjunction with the street project.

Mr. Kaldunski replied in the affirmative.

Motion by Bartholomew, second by Mueller, to adopt Resolution No. 14-148 Receiving Professional Services Proposal and Accepting Proposal from Short Elliott and Hendrickson, Inc. (SEH) for City Project NO. 2015-09E, 47th Street Neighborhood Street Reconstruction

Ayes: 3
Nays: 0
Abstain: 1 (Tourville) Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

FINANCE:

A. CITY OF INVER GROVE HEIGHTS: Consider Resolutions Adopting the Proposed Tax Levy for 2015, Adopting the Proposed Budgets for 2015, Adopting the Proposed Watershed Management Taxing Districts Tax Levies for 2015, and Setting the Date and Time of a Regularly Scheduled Meeting where the Budget will be Discussed

Ms. Smith explained the preliminary tax levies and budgets for 2015 had to be adopted and certified to the County prior to September 30th. She stated at this point the budgets were proposed and subject to change prior to final adoption on December 8th. She noted once the preliminary information was certified to the County the tax levy could not increase. The proposed 2015 budget was based on the 2015 base budget plus additions and reflected a 3.9% increase in the tax rate. She explained the taxable market values and net tax capacities increased for 2015. The General Fund base budget reflected a 2.3% increase from the 2014 amended budget. The base budget plus additions equated to an 8.4% increase from the 2014 amended budget. She stated the General Fund budget relied on a transfer from the Host Community Fund.

Mayor Tourville stated the budget discussions would continue in the coming months and clarified that the proposed levy could be reduced but not increased.

Councilmember Bartholomew stated he was pleased to see the staff recommendation to reduce contingency by $50,000 and to increase the fund reserve policy from 40% to 45%. He questioned if the decrease of $129,000 in sewer utility services was a result of a change in the charges from MCES.

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Ms. Smith explained when the preliminary budget was originally presented an estimated cost was included for MCES charges. Since that time the actual numbers were received and incorporated into the budget.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-149 adopting the Proposed Budgets for 2015, Resolution No. 14-150 adopting the Proposed Tax Levy for 2015, and Resolution No. 14-151 adopting the Proposed Watershed Management Taxing Districts Tax Levies for 2015

Ayes: 4
Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. WOODALE BUILDERS: Consider Resolution relating to a Conditional Use Permit to Exceed the Maximum Impervious Surface on a Residential Lot Located at 9063 Altman Court

Mr. Link reviewed the location of the property. He explained the request was for a conditional use permit for impervious coverage. The applicant was building a new home on the property and was installing a storm water infiltration system. He stated the applicant wanted to size and design the system in such a way that would provide for future needs on the property. The applicant worked with Engineering staff and the storm water plans met the department's approval. Both Planning staff and the Planning Commission recommended approval of the request.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-152 approving a Conditional Use Permit to Exceed the Maximum Impervious Surface on a Residential Lot located at 9063 Altman Court

Ayes: 4
Nays: 0 Motion carried.

C. PAUL AND STACY MARION: Consider Resolution relating to a Variance from the Shoreland Setbacks to allow a Deck 61 Feet from the Ordinary High Water Mark whereas 75 Feet is required for property located at 1905 63rd Street

Mr. Link reviewed the location of the property. The applicant wanted to replace the existing deck and add two (2) feet to it. The deck was located 63 feet from the ordinary high water mark and with the addition that distance would be reduced to 61 feet. The shoreland ordinance required a setback of 75 feet. He noted the additional two (2) feet would not require any new footings. Planning staff recommended denial due to lack of a practical difficulty and concern with setting a precedent. The Planning Commission recommended approval of the request because the additional two (2) feet did not require any additional posts or footings.

Paul Marion, 1905 63rd St. E., clarified that the deck was being refurbished, not reconstructed. He stated there were no plans to add new footings.

Councilmember Piekarski Krech stated she would support the request because no additional footings or posts were proposed.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-153 approving a Variance from the Shoreland Setbacks to allow a deck 61 Feet from the Ordinary High Water Mark whereas 75 Feet is required for the property located at 1905 63rd Street

Ayes: 4
Nays: 0 Motion carried.

D. BENNET BENSON: Consider Resolution relating to a Variance to Allow Two Detached Accessory Structures on a property whereas One is the Maximum Allowed for the property located at 5906 Asher Avenue

Mr. Link reviewed the location of the property. The applicant requested two (2) accessory buildings and only one (1) was allowed by ordinance. Planning staff recommended denial of the variance due to lack of

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a practical difficulty and precedent concerns. He noted the second accessory building was not considered necessary for reasonable use of the property. The Planning Commission considered a motion to approve the variance and the motion failed on a 4-5 vote.

Bennett Benson, 5906 Asher Avenue, stated the combined size of the accessory buildings was still under the impervious surface requirements. He noted he did not want to tear down the existing shed on the property. He explained the accessory structure only exceeded the allowed size by two (2) feet. If the structure was 10 feet by 12 feet in size the variance would not be required. He opined that the structure fit well on his half-acre property.

Mayor Tourville questioned how the applicant proposed to address the issue of setting a precedent for future requests for multiple accessory structures.

Mr. Benson reiterated if his building was two (2) feet shorter he would not need a variance. He stated he did not know that information prior to constructing the building.

Councilmember Mueller stated if the building was removed there would still be a concrete slab. He noted the building was secluded from view.

Mr. Benson stated the smaller shed was visible from the street and the new shed was behind it. He explained he had a thick line of trees to the north and the lot to the east was completely wooded. He added he had letters of support from both neighbors that may be able to see the new building from their properties.

Mayor Tourville stated the fact that the neighbors approved did not address the precedence issue.

Councilmember Piekarski Krech questioned how the applicant would access the new building.

Mr. Benson stated there was access through an existing gate between the house and the shed. He explained the new building would primarily be used for personal storage to keep items from being stored out in the yard.

Councilmember Bartholomew questioned how difficult it would be to reduce the size of the shed by two (2) feet.

Mr. Benson explained he would have to reduce the length and rebuild the fence. He noted the concrete slab would still be there and the reduction would not affect the impervious surface. He stated he could reduce the size at a significant expense.

Councilmember Bartholomew stated the issue was setting a precedent for future requests.

Mr. Benson noted there were changes proposed to the Minnesota State Building Code that could impact his request.

Mr. Link explained the City's zoning ordinance was tied to the State building code in that if a structure was 120 square feet or less in size it did not count as an accessory structure. The State was considering redoing the code and increasing the maximum size to 144 square feet. If the State code changed the City could consider amending the zoning ordinance. If the ordinance was amended the applicant would not need the variance.

Councilmember Mueller stated the requests should be considered on a case by case basis.

Mr. Benson stated he already obtained the permit and the new building was already under construction.

Councilmember Piekarski Krech questioned why the applicant received a building permit.

Mr. Link stated the permit was issued with the understanding that if the variance was not approved the shed would have to be removed or brought into compliance.

Mr. Benson presented examples of similar variances for second accessory structures that were previously approved by the Council within the last year.

Mr. Link stated staff could research the issue and bring back additional information.

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Mayor Tourville suggested tabling consideration of the variance to allow staff time to research the issue. He stated the applicant could continue constructing the new building with the understanding that if the variance was denied the building would have to be removed or brought into compliance.

Mr. Benson stated he understood the terms.

Motion by Piekarski Krech, second by Mueller, to table the request to October 13, 2014

Ayes: 4
Nays: 0 Motion carried.

PUBLIC WORKS:

E. CITY OF INVER GROVE HEIGHTS: Consider Authorizing Staff to Secure the Execution of Assessment Waiver Agreements, Order the Project, Accept the Quote, and Award the Contract for City Project No. 2014-16, Bechtel Avenue Backyard Drainage

Mr. Kaldunski stated the item related to backyard drainage issues on properties located along Bechtel Avenue. He explained the request was to authorize staff to obtain executed waiver agreements from the eight (8) affected property owners to move forward with the project. The total cost of the project was estimated to be approximately $11,000. The project would tie into the existing catch basin and would include the installation of 180 feet of six (6) inch drain tile and four (4) sump baskets. He explained the properties had a flat grade in the backyards. The runoff and drainage going through the properties to the catch basin, combined with discharge from private sump pumps, was contributing to the wet conditions that were frequently experienced. He stated the proposed project was brought forward following a series of discussions with the neighborhood. The project could move forward if all eight (8) property owners agreed to sign the waiver agreements prepared by the City Attorney. He noted there was a property owner that was still undecided and requested that the City obtain additional quotes for the proposed project. The same property owner also expressed concerns that the problem may be related to a ground water issue in the area. He explained the proposed project would capture the drainage on the surface of the ground in a simple infiltration trench to dry up the backyards. It was estimated that the cost of the project would be $300-$800 for each of the affected property owners. He reiterated if all eight (8) property owners agreed the project would be completed this fall. If the property owners did not agree the project would be pushed back for possible completion in 2015 as a 429 project.

Mayor Tourville clarified the City would contribute approximately half of the total estimated cost of the project.

Councilmember Piekarski Krech questioned why staff was so confident that the proposed project would resolve the problem.

Mr. Kaldunski stated they knew that the clay soils in the area did not transmit a lot of water. The puddles and pooling of water in the backyards primarily occurred along the back of the property owners‘fences. Everything was graded to drain to the back lot lines and go to the existing catch basin. The drain tile and inlets from the sump baskets would allow water to be picked up from the backyards. He reiterated the project was meant to address the surface water problem.

Councilmember Piekarski Krech stated one of the property owners claimed that the sump pumps had to run continuously because of a groundwater issue. She expressed concerns that the project would not address the real problem in the area.

Mr. Kaldunski stated the project would address the problem of wet backyards. He noted a much larger project would be required to solve a groundwater issue, if it was able to be solved at all.

Steve Heasley, 8580 Bechtel Avenue, stated he owned the corner lot where the existing catch basin was located. He explained the problem had gotten progressively worse since he purchased the property in 1995. He stated he was unable to mow the affected area of his property until late May. He noted the City could not even mow a section of the park land behind his house because it was too wet. He opined the issue was not just related to ground water and that some erosion had also occurred over the past 20 years. He stated the park land was elevated and sloped towards the drainage area located behind their

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backyard.

Mayor Tourville stated the project would make the backyards more useable. He noted if the issue was related to ground water a larger project would be required to fix the problem.

Mr. Heasley stated based on his observations the issue was related to drainage from the park and the properties located further up the street.

Councilmember Mueller questioned which of the properties had the most water in the backyard.

Mr. Heasley stated his yard had the most water because of the catch basin. He noted there were times, after long periods without rain, that the backyards were dry.

Mayor Tourville clarified each of the property owners had to agree to the project in order to proceed in 2014.

Mr. Kuntz replied in the affirmative. He advised if the Council made a motion to contingently order the project and award the contract the motion should also indicate that pursuant to M.S. 462.356, subdivision 2, the City finds that the project does not affect the comprehensive plan and review by the Planning Commission is not required.

Mayor Tourville questioned if it would be difficult to obtain another quote for the project.

Mr. Kaldunski stated he could obtain one (1) more quote for the project.

Dean Smith, 8554 Bechtel Avenue, stated this had been an ongoing issue since 1995 and it was not enjoyable to be unable to use the last 25 feet of his property. He expressed gratitude that the City was attempting to
address the problem.

Councilmember Piekarski Krech questioned what would happen if the water table was hit during construction.

Mr. Kaldunski explained the drain tile being installed would be put inside of a drainable material.

Mayor Tourville reiterated ordering the project and awarding the contract would be contingent upon all eight (8) property owners executing the assessment waiver agreements.

Motion by Mueller, second by Bartholomew, to Authorize Staff to Secure the Execution of Assessment Waiver Agreements, Order the Project, Obtain an Additional Quote, Accept the Quote, and Award the Contract for City Project No. 2014-16, Bechtel Avenue Backyard Drainage, with the Understanding that the Project Does Not Affect the Comprehensive Plan and Review by the Planning Commission was not required

Ayes: 4
Nays: 0 Motion carried.

8. <u>MAYOR & COUNCIL COMMENTS:</u>

9. <u>ADJOURN:</u> Motion by Bartholomew, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 8:10 pm

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AGENDA ITEM _____4B_____

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

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Kristi Smith 651-450-2521
Prepared by:	Bill Schroepfer, Accountant
Reviewed by:	N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of September 18, 2014 to October 8, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 8, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	$226,087.72
Debt Service & Capital Projects	696,920.98
Enterprise & Internal Service	263,009.78
Escrows	58,860.89
Grand Total for All Funds	$1,244,879.37

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 September 18, 2014 to October 8, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING October 8, 2014

WHEREAS, a list of disbursements for the period ending October 8, 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	$226,087.72
Debt Service & Capital Projects	696,920.98
Enterprise & Internal Service	263,009.78
Escrows	58,860.89
Grand Total for All Funds	$1,244,879.37

Adopted by the City Council of Inver Grove Heights this 13th day of October, 2014.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 9/18/2014 - 10/8/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASPEN MILLS	154207	09/24/2014	55077I	101.42.4200.423.60045	48.95
AT & T MOBILITY	287237771092X09	09/24/2014	287237771092	101.41.1000.413.50020	92.77
AT & T MOBILITY	287237771092X09	09/24/2014	287237771092	101.43.5100.442.50020	32.63
BARNA, GUZY, & STEFFEN LTD	135288	09/24/2014	50003-005	101.41.1100.413.30430	26.00
BERGUM, ERIC	6/6/14	09/24/2014	REIMBURSE-TOOLS	101.42.4200.423.60040	561.93
BOUND TREE MEDICAL LLC	7/31/14	09/18/2014	ELAN CC 9/18/14	101.42.4000.421.60065	480.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0032694	10/03/2014	MIGUEL GUADALAJARA FEIN/T	101.203.2032100	279.69
CA DEPT OF CHILD SUPPORT SERVICES	INV0031712	09/19/2014	MIGUEL GUADALAJARA FEIN/T	101.203.2032100	279.69
CARDIAC SCIENCE, INC.	1625998	09/24/2014	41630	101.42.4000.421.60065	498.00
CEMSTONE PRODUCTS COMPANY	A6030491	10/01/2014	Invoice	101.43.5200.443.60016	792.78
CITY OF SAINT PAUL	IN0002872	09/24/2014	76	101.43.5200.443.60016	19,578.24
CITY OF SAINT PAUL	IN0002872	09/24/2014	76	101.44.6000.451.40046	260.36
CITY OF SAINT PAUL	IN00003394	09/24/2014	76	101.43.5200.443.60016	5,161.01
COLLINS ELECTRICAL CONST.	1431651.01	09/24/2014	9/4/14	101.43.5200.443.40046	353.00
COMCAST	9/5/14 8772 10 591	09/24/2014	8772 10 591 0359526	101.42.4200.423.30700	12.63
CRAWFORD DOOR SALES COMPANY	15858	10/01/2014	4373	101.42.4200.423.40040	777.56
CUB FOODS	8/6/14-8/29/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.50075	61.46
DAKOTA COMMUNICATIONS CENTER	IG2014-10	10/01/2014	OCTOBER 2014	101.42.4000.421.70502	42,672.60
DAKOTA COMMUNICATIONS CENTER	IG2014-10	10/01/2014	OCTOBER 2014	101.42.4200.423.70502	4,741.40
DAKOTA CTY FINANCIAL SVCS	00011955	10/01/2014	UTILITIES 2ND QTR 2014	101.43.5400.445.40020	512.51
DAKOTA CTY PROPERTY RECORDS	3023	09/24/2014	POSTAL VERIFICATION CARDS	101.41.1200.414.50035	459.94
DATA FLOW	15345	10/01/2014	9/17/14	101.41.2000.415.50030	336.77
DLT SOLUTIONS INC	4383394A	10/01/2014	9/5/14	101.43.5100.442.40044	5,491.52
EFTPS	INV0031890	09/19/2014	FEDERAL WITHHOLDING	101.203.2030200	1,054.94
EFTPS	INV0031892	09/19/2014	MEDICARE WITHHOLDING	101.203.2030500	157.18
EFTPS	INV0031893	09/19/2014	SOCIAL SECURITY WITHHOLD	101.203.2030400	672.04
ELAN CREDIT CARD	8/8/14	09/18/2014	INTERNATIONAL ASSOCIATIO	101.42.4000.421.50080	(40.00)
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	101.41.1000.413.10200	44.50
ESS BROTHERS & SONS INC	TT5913	10/01/2014	Invoice	101.43.5200.443.60016	3,585.00
FIRST IMPRESSION GROUP, THE	58747	09/24/2014	4363	101.41.1100.413.50032	2,798.26
FIRST OUT RESCUE EQUIPMENT	7/31/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.60040	527.01
FRANKLINCOVEY	9/17/14	09/24/2014	ORDER	101.43.5100.442.60065	94.59
GELHAYE, JOE	9/12/14	10/01/2014	REIMBURSE-KDH VEST	101.42.4000.421.60045	382.50
GENESIS EMPLOYEE BENEFITS ACH ONLY	SEPTEMBER 2014	09/30/2014	Invoice	101.203.2031500	2,914.03
GENESIS EMPLOYEE BENEFITS ACH ONLY	SEPTEMBER 2014	09/30/2014	Invoice	101.203.2031500	1,713.48
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.41.1100.413.30550	26.07
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.41.2000.415.30550	92.30
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.42.4000.421.30550	282.05
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.43.5100.442.30550	52.65
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.43.5200.443.30550	33.17
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.44.6000.451.30550	61.39
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.45.3000.419.30550	17.50
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.45.3200.419.30550	14.57
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	101.45.3300.419.30550	30.17
HINDMAN, PETE	9/29/14	10/01/2014	REIMBURSE-SPOTLIGHTS	101.43.5100.442.60040	144.57
HONEYWELL INTERNATIONAL INC	8/22/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.40042	600.00
INFINITY WIRELESS	35771	09/24/2014	9/11/14	101.42.4200.423.40042	105.00
ING DIRECT	INV0031889	09/19/2014	MSRS-HCSP	101.203.2032200	13,178.94
INTERNATIONAL E-Z UP, INC.	INV160148	09/24/2014	0033290	101.42.4000.421.60006	1,267.25
INT'L CONF OF POLICE CHAPLAINS	10/6/14	10/01/2014	REGISTRATION REGION #3 CC	101.42.4000.421.50080	210.00
INTOXIMETERS	477098	10/01/2014	C000MNINV0	101.42.4000.421.60065	64.28
JOBSHQ	1442720	09/24/2014	315741	101.44.6000.451.50025	299.64
LEVANDER, GILLEN & MILLER P.A.	8/31/14 92000E	09/24/2014	92000E	101.42.4000.421.30410	15,904.31
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.41.1000.413.30420	1,944.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.42.4000.421.30420	96.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.43.5100.442.30420	2,732.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.44.6000.451.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.45.3200.419.30420	2,411.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	101.45.3300.419.30420	132.00
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	101.41.1200.414.50025	17.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	101.45.3200.419.50025	59.50
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	101.41.1100.413.50025	91.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	101.41.1200.414.50025	96.63
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	101.45.3200.419.50025	24.50
LOCAL GOVERNMENT INFORMATION SYSTEM	38925	09/24/2014	106325	101.42.4000.421.70501	1,609.00
LOCAL GOVERNMENT INFORMATION SYSTEM	38935	09/24/2014	111541	101.42.4200.423.30700	110.00
LOCAL GOVERNMENT INFORMATION SYSTEM	39008	10/01/2014	106325	101.42.4000.421.40044	32.82
M & J SERVICES, LLC	1118	10/01/2014	8/21/14	101.43.5200.443.40046	315.00
M & J SERVICES, LLC	1121	10/01/2014	8/27/14	101.43.5200.443.40046	427.00
M & J SERVICES, LLC	1122	10/01/2014	8/27/14	101.43.5200.443.40046	434.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1144669	10/01/2014	OCTOBER 2014	101.203.2031700	2,450.11
MADISON NATIONAL LIFE INSURANCE COMPANY	1144669	10/01/2014	OCTOBER 2014	101.41.2000.415.20630	(5.31)
MADISON NATIONAL LIFE INSURANCE COMPANY	1144669	10/01/2014	OCTOBER 2014	101.42.4000.421.20630	(134.58)
MADISON NATIONAL LIFE INSURANCE COMPANY	1144669	10/01/2014	OCTOBER 2014	101.44.6000.451.20630	(32.94)
MBPTA	10/1/14	09/24/2014	2 MEMBERSHIPS/1 REGISTRA	101.45.3300.419.50070	175.00
MENARDS - WEST ST. PAUL	63277	09/24/2014	30170270	101.43.5200.443.60016	39.54
MENARDS - WEST ST. PAUL	63663	09/24/2014	30170270	101.43.5200.443.60016	46.32
MIKE'S SHOE REPAIR, INC.	9152014	10/01/2014	9/16/14	101.42.4200.423.30700	16.00
MINNEAPOLIS OXYGEN CO.	171106906	09/24/2014	113504	101.42.4200.423.40042	74.40
MINNEAPOLIS OXYGEN CO.	171106907	09/24/2014	113504	101.42.4200.423.40042	81.84
MINNEAPOLIS OXYGEN CO.	183141822	09/24/2014	113504	101.42.4200.423.40042	115.18
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0032695	10/03/2014	JUSTIN PARRANTO FEIN/TAXF	101.203.2032100	495.61
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0031713	09/19/2014	JUSTIN PARRANTO FEIN/TAXF	101.203.2032100	495.61
MN DEPT OF REVENUE	INV0032705	10/03/2014	LETTER ID: L0801522560 - HEF	101.203.2031900	487.01
MN DEPT OF REVENUE	INV0032706	10/03/2014	LETTER ID: L0937545088 - REI	101.203.2031900	205.02
MN DEPT OF REVENUE	INV0031721	09/19/2014	LETTER ID: L0937545088 - REI	101.203.2031900	204.79
MN DEPT OF REVENUE	INV0031891	09/19/2014	STATE WITHHOLDING	101.203.2030300	341.15
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	101.207.2070300	76.54
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	101.207.2070300	0.35
MN LIFE INSURANCE CO	OCTOBER 2014	10/01/2014	POLICY #0027324	101.203.2030900	3,031.77
MN LIFE INSURANCE CO	OCTOBER 2014	10/01/2014	POLICY #0027324	101.44.6000.451.20620	(6.10)
MN NCPERS LIFE INSURANCE	OCTOBER 2014	10/01/2014	OCTOBER 2014	101.203.2031600	336.00
MN SECRETARY OF STATE - NOTARY	8/7/14	09/18/2014	ELAN CC 9/18/14	101.42.4000.421.50070	120.00
MNFIAM BOOK SALES	1912	09/24/2014	9/10/14	101.42.4200.423.60018	644.00
MORPHO USA, INC.	82806	09/24/2014	8/1/14-7/31/15	101.42.4000.421.40042	233.00
OLD WORLD PIZZA	8/7/14 & 8/10/14	09/18/2014	ELAN CC 9/18/14	101.42.4000.421.50075	154.73
O'REILLY AUTO PARTS	1767-108223	10/01/2014	Invoice	101.43.5200.443.60016	7.98
S. M. HENTGES & SONS, INC.	7292014	10/01/2014	1401-263	101.43.5200.443.40050	12,608.68
SAFE-FAST, INC.	INV143984	10/01/2014	Invoice	101.43.5200.443.60045	296.26
SCHMITZ PLUMBING & HEATING	104862	10/01/2014	REFUND PL2014-2015	101.45.0000.3222000	71.20
SENSIBLE LAND USE COALITION	200000990	10/01/2014	REGISTRATION- T. LINK	101.45.3000.419.50080	38.00
SMITH KRISTI	10/1/14	10/01/2014	REIMBURSE-TRAININGS	101.41.2000.415.50065	170.80
SMITH KRISTI	10/1/14	10/01/2014	REIMBURSE-TRAININGS	101.41.2000.415.50075	346.29
SMITH KRISTI	10/1/14	10/01/2014	REIMBURSE-TRAININGS	101.41.2000.415.50080	389.00
STREICHER'S	I1111844	10/01/2014	285	101.42.4000.421.60018	2,693.79
T MOBILE	9/8/14 494910368	10/01/2014	494910368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	830228146	09/24/2014	1000197212	101.42.4000.421.30700	147.95
TOTAL CONSTRUCTION & EQUIP.	61600	10/01/2014	Invoice	101.43.5400.445.40042	96.05
TRACTOR SUPPLY CREDIT PLAN	8/19/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.60018	37.39
ULINE	8/21/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.50035	88.00
ULINE	8/21/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.50035	(5.86)
UNIFIRST CORPORATION	900220510	10/01/2014	Invoice	101.43.5200.443.60045	29.89
UNIFIRST CORPORATION	900220510	10/01/2014	Invoice	101.44.6000.451.60045	24.65
UNIFIRST CORPORATION	090 0219604	09/24/2014	1051948	101.43.5200.443.60045	29.89
UNIFIRST CORPORATION	090 0219604	09/24/2014	1051948	101.44.6000.451.60045	330.33
UNIFIRST CORPORATION	090 0218685	09/24/2014	1051948	101.43.5200.443.60045	29.89
UNIFIRST CORPORATION	090 0218685	09/24/2014	1051948	101.44.6000.451.60045	28.58
UNIFORMS UNLIMITED	217066	10/01/2014	I14866	101.42.4000.421.60018	113.25
UNIFORMS UNLIMITED	217788	09/24/2014	I14866	101.42.4000.421.60045	142.46
UPS SUPPLY CHAIN SOLUTIONS	8/14/14	09/18/2014	ELAN CC 9/18/14	101.42.4200.423.50035	173.30
VERMILLION STATE BANK	011751	09/24/2014	GIFT CARDS	101.42.4200.423.30700	187.00
WASP BARCODE TECHNOLOGIES	8/12/14	09/18/2014	ELAN CC 9/18/14	101.42.4000.421.60065	92.95
WILSON, NICOLE	8/14/14	09/24/2014	REIMBURSE-MILEAGE	101.42.4000.421.50065	100.80
WILSON, NICOLE	8/14/14	09/24/2014	REIMBURSE-MILEAGE	101.42.4000.421.50075	65.90
WILSON, NICOLE	9/12/14	10/01/2014	REIMBURSE-VEST	101.42.4000.421.60045	571.50
ZIMMER, JUDITH	421297	09/24/2014	SEPTEMBER 2014 COACHING	101.41.1100.413.30700	600.00
Fund: 101 - GENERAL FUND					**169,962.11**
RIVER HEIGHTS CHAMBER OF COMMERCE	4764	10/01/2014	AUGUST 2014	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4764	10/01/2014	AUGUST 2014	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4765	10/01/2014	SEPTEMBER 2014	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4765	10/01/2014	SEPTEMBER 2014	201.44.1600.465.40065	200.00
TWIN CITIES TOURISM ATTRACTIONS ASSOCIATI	7/31/14	10/01/2014	AUGUST 9	201.44.1600.465.50025	100.00
Fund: 201 - C.V.B. FUND					**4,000.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ANDERSON RACE MANAGEMENT	1600-123	09/24/2014	HARMON FARMS TRAIL RUNS	204.44.6100.452.30700	1,125.75
BALSIMO, DOUGLAS	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
BELL, JON	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
CAIN, COLIN	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
CONCORDIA MENS CLUB	9/10/14	10/01/2014	160509020.3	204.228.2280100	50.00
CROWN TROPHY	8/18/14	09/18/2014	ELAN CC 9/18/14	204.44.6100.452.60009	43.17
DAULTON, JOSH	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	100.00
DAULTON, JOSH	9/15/14	09/24/2014	MENS SOFTBALL	204.44.6100.452.60009	115.00
FOLLMER, ADAM	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
FUN EXPRESS INC	66521923-01	09/24/2014	8/25/14	204.44.6100.452.60009	129.00
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	204.44.6100.452.30550	21.55
GOPHER SPORT	8808703	09/24/2014	404658	204.44.6100.452.60009	26.95
GRESHOWAK, PHILLIP	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
HOPKINS, RICHARD	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
INVER HILLS ASSEMBLY OF GOD	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
LITTLE CAESARS	8/1/14 & 8/7/14	09/18/2014	ELAN CC 9/18/14	204.44.6100.452.60009	100.00
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	204.207.2070300	909.04
OFFICE DEPOT	9/16/14 6011 5685	10/01/2014	6011 5685 1008 8883	204.44.6100.452.60010	29.41
ORTEGA, NICHOLAS	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
SALAVA, JOE	9/10/14	10/01/2014	SUMMER 2014 CONDUCT FEE	204.228.2280100	50.00
SAVE A LIFE	3560	10/01/2014	9/16/14	204.44.6100.452.30700	120.00
STAPLES, TONY	9/10/14	10/01/2014	SOFTBALL 2014 CONDUCT FE	204.228.2280100	50.00
STRAND, MIKE	9/10/14	10/01/2014	SOFTBALL 2014 CONDUCT FE	204.228.2280100	50.00
TAHO SPORTSWEAR	14TF1723	09/24/2014	9/11/14	204.44.6100.452.60045	1,142.25
TOURVILLE, BEN	9/15/14	09/24/2014	MENS SOFTBALL	204.44.6100.452.60009	115.00
UNIVERSAL ATHLETIC SERVICE, INC.	150-0010538-01	09/24/2014	154421	204.44.6100.452.60009	575.76
UNIVERSAL ATHLETIC SERVICE, INC.	150-0010548-01	09/24/2014	154421	204.44.6100.452.60009	305.82
WAL-MART - IGH	8/19/14	09/18/2014	ELAN CC 9/18/14	204.44.6100.452.60009	104.29
WEIMER, CASEY	9/10/14	10/01/2014	SOFTBALL 2014 CONDUCT FE	204.228.2280100	50.00
Fund: 204 - RECREATION FUND					**5,612.99**
ABC RENTALS INC	8/13/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	168.65
ACE PAINT & HARDWARE	521417/5	09/24/2014	501126	205.44.6200.453.60016	2.98
AMERICAN RED CROSS	8/14/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.50070	486.00
AMERICAN RED CROSS	8/29/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.30700	175.00
AQUA LOGIC, INC.	42728	10/01/2014	9/16/14	205.44.6200.453.40040	190.00
AQUA LOGIC, INC.	42669	09/24/2014	9/5/14	205.44.6200.453.40040	529.03
BECKER ARENA PRODUCTS, INC.	42-164	09/29/2014	STAMINA FLOORING	205.44.6200.453.80200	20,000.00
BECKER ARENA PRODUCTS, INC.	00099869	10/01/2014	INV000	205.44.6200.453.40040	402.80
BREEZY POINT RESORT	8/4/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.50075	722.64
BUSINESS VOICE	8/29/14	09/24/2014	8/29/14	205.44.6200.453.50025	125.00
CARDTRONICS	INV000084810	10/01/2014	LK256394	205.44.6200.453.40044	145.00
COMCAST	9/12/14 8772 10 59	10/01/2014	8772 10 591 0127188	205.44.6200.453.50070	177.50
COMMON SENSE BUILDING SERVICES, INC.	34461	09/24/2014	SEPT 2014	205.44.6200.453.40040	6,767.85
COMO PARK ZOO & CONVERSERVATORY ED	8/11/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.30700	300.00
FACEBOOK.COM	8/24/14 & 8/31/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.50025	43.01
FASTENAL COMPANY	MNEAG2222	09/24/2014	GROVE	205.44.6200.453.60016	10.07
FASTENAL COMPANY	MNEAG2278	09/24/2014	THE GROVE	205.44.6200.453.60040	9.28
FASTENAL COMPANY	MNEAG2317	09/24/2014	THE GROVE	205.44.6200.453.60016	260.77
FUN EXPRESS INC	665219231-01	09/24/2014	8/22/14	205.44.6200.453.60065	144.60
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	205.44.6200.453.30550	26.74
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	205.44.6200.453.30550	10.50
HUEBSCH SERVICES	3331280	10/01/2014	92965	205.44.6200.453.40040	69.32
HUEBSCH SERVICES	3331280	10/01/2014	92965	205.44.6200.453.40040	168.22
ISD #199	9/16/14	10/01/2014	ACTIVITIES & EVENTS PACKE	205.44.6200.453.50025	311.00
JIMMY JOHN'S SANDWICHES	8/18/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	15.00
KUEHNAST, PAUL	9/12/14	09/24/2014	REFUND-LOW ENROLLMENT	205.44.0000.3493501	34.00
LAKESHORE LEARNING MATERIALS	8/18/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	12.86
METRO GROUP INC, THE	PI 393191	10/01/2014	INV330-00	205.44.6200.453.60016	1,701.00
MN DEPT OF LABOR & INDUSTRY	ABR0101581I	09/24/2014	0000093055	205.44.6200.453.50070	70.00
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	205.207.2070300	6,227.86
OFFICE DEPOT	9/16/14 6011 5685	10/01/2014	6011 5685 1008 8883	205.44.6200.453.60065	29.41
OLD WORLD PIZZA	8/7/14 & 8/10/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	126.50
PAPA JOHN'S PIZZA	8/21/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	239.96
PARTY CITY-WSP	8/19/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	117.08
PERFORM BETTER	8/8/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60040	280.75
PIONEER PRESS	0814414398	09/24/2014	414398	205.44.6200.453.50025	300.00
REDBOX	8/11/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	2.57
SAFE-WAY BUS COMPANY	5059	10/01/2014	9/10/14	205.44.6200.453.70610	809.67
SCHINDLER ELEVATOR CORPORATION	7152022269	10/01/2014	1077364	205.44.6200.453.40040	2,108.71

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCREENFLEX PORTABLE PARTITIONS	8/8/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60016	20.95
SIGN RESULTS LLC	9/19/14	10/01/2014	9/19/14-10/13/14	205.44.6200.453.40050	175.00
SPRUNG SERVICES	65007	09/24/2014	9/10/14	205.44.6200.453.40040	630.50
SPRUNG SERVICES	65008	09/24/2014	9/10/14	205.44.6200.453.40040	630.50
STERICYCLE INC	4005087937	09/24/2014	2003272	205.44.6200.453.40025	650.13
TARGET BANK	8/28/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60018	13.15
TWIN CITIES INFLATABLES, INC.	8/13/11	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	189.05
WAL-MART - IGH	8/19/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	21.51
WAL-MART - IGH	8/19/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	13.26
WAL-MART BUSINESS	8/20/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.60065	15.06
WILLETT, TIM	9/18/14	10/01/2014	SOFTBALL 2014 CONDUCT FE	205.44.0000.3490100	40.00
ZUMBA	8/21/14	09/18/2014	ELAN CC 9/18/14	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					**45,775.44**
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	290.45.3000.419.30550	1.18
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	290.45.3000.419.30420	440.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	290.45.3000.419.30420	264.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	290.45.3000.419.30420	32.00
Fund: 290 - EDA					**737.18**
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	402.44.6000.451.30420	17.00
Fund: 402 - PARK ACQ. & DEV. FUND					**17.00**
EHLERS AND ASSOCIATES, INC.	65645	09/24/2014	TIF REPORTING	405.57.9000.570.30150	34.17
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	405.57.9000.570.50025	24.50
Fund: 405 - NORTH SIDE WTR STOR. FAC.					**58.67**
SHORT ELLIOTT HENDRICKSON, INC.	284769	10/01/2014	4340	426.72.5900.726.30300	3,724.02
SHORT ELLIOTT HENDRICKSON, INC.	286175	10/01/2014	4340	426.72.5900.726.30300	2,322.42
Fund: 426 - 2006 IMPROVEMENT FUND					**6,046.44**
FIRST IMPRESSION GROUP, THE	58983-P	09/24/2014	58983	432.73.5900.732.50035	2,454.97
Fund: 432 - 2012 IMPROVEMENT FUND					**2,454.97**
KIMLEY-HORN & ASSOCIATES, INC.	6021945	10/01/2014	160509020.3	434.73.5900.734.30300	6,837.78
KIMLEY-HORN & ASSOCIATES, INC.	6106692	10/01/2014	160509020.3	434.73.5900.734.30300	1,909.27
S. M. HENTGES & SONS, INC.	PAY VO. NO. 3	09/24/2014	CITY PROJECT NO. 2014-09D	434.73.5900.734.80300	122,115.20
Fund: 434 - 2014 IMPROVEMENT FUND					**130,862.25**
FEDEX OFFICE	8/1/14 011633519(	09/24/2014	0166335190	440.74.5900.740.50035	19.66
FEDEX OFFICE	8/1/14 011633519(	09/24/2014	0166335190	440.74.5900.740.50035	22.55
KIMLEY-HORN & ASSOCIATES, INC.	6021945	10/01/2014	160509020.3	440.74.5900.740.30300	6,837.78
KIMLEY-HORN & ASSOCIATES, INC.	6021946	10/01/2014	16059021.3	440.74.5900.740.30300	14,673.03
KIMLEY-HORN & ASSOCIATES, INC.	6106692	10/01/2014	160509020.3	440.74.5900.740.30300	1,909.27
KIMLEY-HORN & ASSOCIATES, INC.	6106693	10/01/2014	160509021.3	440.74.5900.740.30300	24,090.59
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	440.74.5900.740.30420	2,069.50
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	440.74.5900.740.30420	57.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	440.74.5900.740.50025	542.50
S. M. HENTGES & SONS, INC.	PAY VO. NO. 3	09/24/2014	CITY PROJECT NO. 2014-09D	440.74.5900.740.80300	460,716.03
STATE OF MN - DEPT. OF TRANS.	P00003498	10/01/2014	0000001298	440.74.5900.740.30340	14.75
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**510,953.16**
WSB & ASSOCIATES, INC.	8/31/14 8	10/01/2014	01702-250	441.74.5900.741.70600	2,833.00
Fund: 441 - STORM WATER MANAGEMENT					**2,833.00**
BOLTON & MENK, INC.	0169474	10/01/2014	2015-09D	446.74.5900.746.30300	21,067.50
EMMONS & OLIVIER RESOURCES	00095-0043-9	10/01/2014	00095-0043	446.74.5900.746.30300	1,303.19
Fund: 446 - NW AREA					**22,370.69**
BARR ENGINEERING COMPANY	23190218.00-220	10/01/2014	6/14/14-7/11/14	451.75.5900.751.30700	14,905.48
BARR ENGINEERING COMPANY	23190218.00-221	10/01/2014	7/12/14-8/8/14	451.75.5900.751.30700	3,102.00
JOEL CARLSON	9/15/14	10/01/2014	OCTOBER 2014	451.75.5900.751.30700	1,000.00
WEST ST. PAUL, CITY OF	2014-0252	10/01/2014	DIANE ERICKSON	451.75.5900.751.30700	2,199.99
Fund: 451 - HOST COMMUNITY FUND					**21,207.47**
EHLERS AND ASSOCIATES, INC.	65645	09/24/2014	TIF REPORTING	452.57.9000.570.30150	34.17
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	452.57.9000.570.50025	24.50
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					**58.67**
EHLERS AND ASSOCIATES, INC.	65645	09/24/2014	TIF REPORTING	453.57.9000.570.30150	34.16
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	453.57.9000.570.50025	24.50
Fund: 453 - SE QUADRANT TIF DIST 4-1					**58.66**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	521516/5	10/01/2014	Invoice	501.50.7100.512.60016	15.47
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	501.50.7100.512.30550	27.95
HAWKINS, INC.	3646619	10/01/2014	Invoice	501.50.7100.512.60019	589.00
HAWKINS, INC.	3646681	10/01/2014	Invoice	501.50.7100.512.60019	4,806.90
HD SUPPLY WATERWORKS LTD	C950706	09/24/2014	099872	501.50.7100.512.40043	472.10
HOME DEPOT CREDIT SERVICES	5560297	10/01/2014	Invoice	501.50.7100.512.60016	22.38
KRECH PIEKARSKI, ROSEMARY	9/19/14	10/01/2014	HYDRANT PERMIT #1402	501.207.2070300	(5.34)
KRECH PIEKARSKI, ROSEMARY	9/19/14	10/01/2014	HYDRANT PERMIT #1402	501.50.0000.3813000	(75.00)
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	501.207.2070200	9,271.75
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	501.207.2070300	37.85
MN GLOVE & SAFETY, INC.	282167	10/01/2014	Invoice	501.50.7100.512.60011	86.85
MN PIPE & EQUIPMENT	0323121	09/24/2014	2195	501.50.7100.512.60016	330.00
STANTEC CONSULTING SERVICES INC.	819679	10/01/2014	92607	501.50.7100.512.30300	1,512.50
WALKER LAWN CARE, INC.	5304	09/24/2014	7/3/14	501.50.7100.512.60016	152.83
WALKER LAWN CARE, INC.	5305	09/24/2014	7/3/14	501.50.7100.512.60016	205.20
WALKER LAWN CARE, INC.	5306	09/24/2014	7/3/14	501.50.7100.512.60016	465.98
WALKER LAWN CARE, INC.	5307	09/24/2014	7/3/14	501.50.7100.512.60016	247.95
WALKER LAWN CARE, INC.	5308	09/24/2014	7/3/14	501.50.7100.512.60016	100.46
WALKER LAWN CARE, INC.	5313	09/24/2014	7/3/14	501.50.7100.512.60016	128.25
WATER TOWER CLEAN & COAT INC	WT77730	10/01/2014	Invoice	501.50.7100.512.40040	7,500.00
Fund: 501 - WATER UTILITY FUND					**25,893.08**
FLEXIBLE PIPE TOOL COMPANY	17863	10/01/2014	9/3/14	502.51.7200.514.40043	57.85
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	502.51.7200.514.30550	16.62
METROPOLITAN COUNCIL	0001037576	10/01/2014	5084	502.51.7200.514.40015	135,167.27
RY-MAK PLUMBING & HEATING, INC	661	09/24/2014	9/10/14	502.51.7200.514.60016	152.00
Fund: 502 - SEWER UTILITY FUND					**135,393.74**
ARAMARK REFRESHMENT SERVICES	87871	09/24/2014	48128	503.52.8300.524.76100	158.33
ARAMARK UNIFORM SERVICES	629-8071228	10/01/2014	792502342	503.52.8600.527.60045	80.67
COLLEGE CITY BEVERAGE	326075	10/01/2014	3592	503.52.8300.524.76150	76.00
COLLEGE CITY BEVERAGE	326009	09/24/2014	3592	503.52.8300.524.76150	89.00
CUB FOODS	8/6/14-8/29/14	09/18/2014	ELAN CC 9/18/14	503.52.8300.524.76050	45.49
DRAFT TECHNOLOGIES	09151404	10/01/2014	9/15/14	503.52.8300.524.40042	50.00
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	503.52.8000.521.30550	22.00
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	503.52.8500.526.30550	12.05
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	503.52.8600.527.30550	25.57
GOLFNOW G1, LLC	5100074870	10/01/2014	11031350	503.52.8500.526.60042	2,300.00
GRANDMA'S BAKERY	489900	09/24/2014	24400	503.52.8300.524.76050	21.52
GRANDMA'S BAKERY	490168	09/24/2014	24400	503.52.8300.524.76050	24.39
GRANDMA'S BAKERY	490486	09/24/2014	24400	503.52.8300.524.76050	21.51
GRANDMA'S BAKERY	490808	09/24/2014	24400	503.52.8300.524.76050	44.81
GRANDMA'S BAKERY	491120	09/24/2014	24400	503.52.8300.524.76050	27.27
GRANDMA'S BAKERY	491383	09/24/2014	24400	503.52.8300.524.76050	21.50
GRANDMA'S BAKERY	491688	09/24/2014	24400	503.52.8300.524.76050	24.36
GRANDMA'S BAKERY	492025	10/01/2014	24400	503.52.8300.524.76050	21.48
GRANDMA'S BAKERY	492344	10/01/2014	24400	503.52.8300.524.76050	24.35
GRANDMA'S BAKERY	492689	10/01/2014	24400	503.52.8300.524.76050	24.35
GRANDMA'S BAKERY	492995	10/01/2014	24400	503.52.8300.524.76050	30.02
GRANDMA'S BAKERY	494207	10/01/2014	24400	503.52.8300.524.76050	26.00
GRANDMA'S BAKERY	489546	09/24/2014	24400	503.52.8300.524.76050	25.78
HARTMAN COMPANIES, INC.	4175	09/24/2014	8/25/14	503.52.8600.527.60008	1,213.50
HEGGIES PIZZA	1090165	10/01/2014	1708	503.52.8300.524.76050	71.80
LABOR READY MIDWEST INC	18818969	10/01/2014	4121-2686	503.52.8600.527.50045	593.24
LABOR READY MIDWEST INC	18788187	10/01/2014	4121-2686	503.52.8600.527.50045	1,287.04
LITTLE CAESARS	8/1/14 & 8/7/14	09/18/2014	ELAN CC 9/18/14	503.52.8600.527.50075	35.35
M. AMUNDSON LLP	182078	10/01/2014	902858	503.52.8300.524.76050	157.28
M. AMUNDSON LLP	180909 B	10/01/2014	902858	503.52.8300.524.76050	120.64
MADISON NATIONAL LIFE INSURANCE COMPANY	1144669	10/01/2014	OCTOBER 2014	503.52.8000.521.20630	(9.00)
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.207.2070300	19,765.78
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8000.521.60065	5.24
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8400.525.40041	3.64
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8400.525.40041	3.30
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8400.525.40041	2.39
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8500.526.40040	0.48
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8500.526.50020	16.09
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8600.527.40042	4.13
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	503.52.8600.527.60035	1.37
MN LIFE INSURANCE CO	OCTOBER 2014	10/01/2014	POLICY #0027324	503.52.8000.521.20620	(3.34)
NAPA OF INVER GROVE HEIGHTS	389779	09/24/2014	4165	503.52.8600.527.40042	29.83
PUFFY CREAM DONUTS	8/15/14	09/18/2014	ELAN CC 9/18/14	503.52.8300.524.76050	15.80
SHAMROCK GROUP	1827265	09/24/2014	07176	503.52.8300.524.76100	34.50
SHAMROCK GROUP	1827603	09/24/2014	07176	503.52.8300.524.76100	62.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHAMROCK GROUP	1830337	10/01/2014	07176	503.52.8300.524.76050	129.50
TARGET BANK	8/28/14	09/18/2014	ELAN CC 9/18/14	503.52.8300.524.76050	58.65
TARGET BANK	8/28/14	09/18/2014	ELAN CC 9/18/14	503.52.8300.524.76100	13.79
TDS METROCOM	9/13/1 651 457 366	09/24/2014	651 457 3667	503.52.8500.526.50020	256.32
TITLEIST	2524436	09/24/2014	008363/1243 062177/1243 0010	503.52.8200.523.76350	76.31
TITLEIST	9/22/14	09/24/2014	SHORTAGE 3/25/14	503.52.8200.523.76450	362.84
U OF M - CCE REGISTRATION	8/14/14	09/18/2014	ELAN CC 9/18/14	503.52.8600.527.50070	240.00
US FOODSERVICE	4588107	09/24/2014	03805983	503.52.8300.524.76050	462.44
US FOODSERVICE	4773935	10/01/2014	03805983	503.52.8300.524.76050	757.83
Fund: 503 - INVER WOOD GOLF COURSE					**28,965.69**
EHLERS AND ASSOCIATES, INC.	65644	09/24/2014	NW AREA CONNECTION FEE S	511.50.7100.512.30150	51.25
Fund: 511 - NWA - WATER					**51.25**
EHLERS AND ASSOCIATES, INC.	65644	09/24/2014	NW AREA CONNECTION FEE S	512.51.7200.514.30150	51.25
Fund: 512 - NWA - SEWER					**51.25**
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	602.00.2100.415.30550	2.01
KENNEDY & GRAVEN	122061	10/01/2014	NV125-00045	602.00.2100.415.30420	452.00
Fund: 602 - RISK MANAGEMENT					**454.01**
ACE PAINT & HARDWARE	521526/5	10/01/2014	Invoice	603.00.5300.444.40040	159.98
ACE PAINT & HARDWARE	521487/5	09/24/2014	501126	603.00.5300.444.60012	1.08
ACE PAINT & HARDWARE	521377/5	09/24/2014	501126	603.00.5300.444.60012	17.97
AMERICAN FLAGPOLE & FLAG CO	115293	10/01/2014	Invoice	603.00.5300.444.40040	199.90
BOYER TRUCKS - MINNEAPOLIS	270990	10/01/2014	Invoice	603.00.5300.444.40041	4,201.49
BOYER TRUCKS - PARTS DISTRIBUTION	891677X1	10/01/2014	Invoice	603.00.5300.444.40041	568.65
BOYER TRUCKS - PARTS DISTRIBUTION	891850	10/01/2014	Invoice	603.00.5300.444.40041	36.56
BOYER TRUCKS - PARTS DISTRIBUTION	893009	10/01/2014	Invoice	603.00.5300.444.40041	264.42
BOYER TRUCKS - PARTS DISTRIBUTION	CM891850	10/01/2014	Invoice	603.00.5300.444.40041	(36.56)
BOYER TRUCKS - PARTS DISTRIBUTION	25982H	09/24/2014	C20390	603.00.5300.444.40041	101.41
C.J. SPRAY, INC.	3044845	10/01/2014	Invoice	603.00.5300.444.40041	796.38
C.J. SPRAY, INC.	3044867	10/01/2014	Invoice	603.00.5300.444.40041	95.08
COMMON SENSE BUILDING SERVICES, INC.	34461	09/24/2014	SEPT 2014	603.00.5300.444.40040	273.76
CUB FOODS	8052014	10/01/2014	Invoice	603.00.5300.444.60011	35.57
EHLERS AND ASSOCIATES, INC.	65643	09/24/2014	CAPITAL IMPROVEMENT PLAN	603.00.5300.444.70600	3,690.00
FACTORY MOTOR PARTS COMPANY	1-4526767	09/24/2014	10799	603.00.5300.444.40041	15.00
FACTORY MOTOR PARTS COMPANY	1-4526767	09/24/2014	10799	603.140.1450050	101.87
FERRELLGAS	1083944378	10/01/2014	Invoice	603.00.5300.444.40041	78.89
FLEETPRIDE	63638557	09/24/2014	501278	603.00.5300.444.40041	54.74
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	603.00.5300.444.30550	13.41
H&L MESABI	91407	10/01/2014	Invoice	603.00.5300.444.40041	1,076.14
HEPPNER'S AUTO BODY	7251	10/01/2014	Invoice	603.00.5300.444.40041	784.78
HUSKY SPRING - L.W. ANDERSON INC.	O1EU4129	10/01/2014	Invoice	603.00.5300.444.40041	625.73
INSTALLER.COM	8/13/14	09/18/2014	ELAN CC 9/18/14	603.00.5300.444.40041	29.85
INVER GROVE FORD	5153613 B	10/01/2014	8/21/14	603.00.5300.444.40041	278.36
INVER GROVE FORD	5153931	09/24/2014	8/25/14	603.00.5300.444.40041	(76.78)
INVER GROVE FORD	5154083 B	10/01/2014	8/27/14	603.00.5300.444.40041	53.86
INVER GROVE FORD	5154236 B	10/01/2014	8/28/14	603.00.5300.444.40041	4.76
INVER GROVE FORD	5155355	09/24/2014	9/11/14	603.00.5300.444.40041	224.60
INVER GROVE FORD	5154508 B	10/01/2014	9/2/14	603.00.5300.444.40041	101.38
INVER GROVE FORD	5154685	09/24/2014	9/4/14	603.00.5300.444.40041	44.15
INVER GROVE FORD	6154085/1	09/24/2014	9/9/14	603.00.5300.444.40041	396.78
INVER GROVE LICENSE CENTER	#418 TITLE TRANS	09/19/2014	#418 TITLE TRANSFER TAX LIC	603.00.5300.444.80700	1,527.27
KIMBALL MIDWEST	3795283	10/01/2014	Invoice	603.00.5300.444.60012	259.53
LITTLE FALLS MACHINE INC	54650	10/01/2014	Invoice	603.00.5300.444.40041	1,164.07
MACQUEEN EQUIPMENT INC	2144864	09/24/2014	9/4/14	603.00.5300.444.40041	53.05
MANSFIELD OIL COMPANY	882091	09/24/2014	23866-01-882091	603.140.1450060	6,117.62
MANSFIELD OIL COMPANY	882093	09/24/2014	23866-02-882093	603.140.1450060	11,679.64
MANSFIELD OIL COMPANY	871304	09/24/2014	23866-02-871304	603.140.1450060	6,010.42
METROMATS	11311	09/24/2014	8/21/14	603.00.5300.444.40065	38.50
METROMATS	11154	09/24/2014	8/7/14	603.00.5300.444.40065	38.50
MN DEPT OF REVENUE	AUGUST 2014	09/23/2014	AUGUST 2014 PETRO TAX	603.00.5300.444.60021	224.58
NAPA OF INVER GROVE HEIGHTS	393397	09/24/2014	11019	603.00.5300.444.40041	51.93
NUSS TRUCK AND EQUIPMENT	479923	10/01/2014	Invoice	603.00.5300.444.40041	420.24
O'REILLY AUTO PARTS	1767-106341	10/01/2014	Invoice	603.00.5300.444.60040	7.44
O'REILLY AUTO PARTS	1767-106505	10/01/2014	Invoice	603.00.5300.444.40041	101.29
O'REILLY AUTO PARTS	1767-106512	10/01/2014	Invoice	603.00.5300.444.40041	19.18
O'REILLY AUTO PARTS	1767-107063	10/01/2014	Invoice	603.00.5300.444.60040	37.98
O'REILLY AUTO PARTS	1767-107063	10/01/2014	Invoice	603.140.1450050	106.56
O'REILLY AUTO PARTS	1767-107182	10/01/2014	Invoice	603.00.5300.444.40041	50.08
O'REILLY AUTO PARTS	1767-107198	10/01/2014	Invoice	603.140.1450050	123.24
O'REILLY AUTO PARTS	1767-107371	10/01/2014	Invoice	603.00.5300.444.40041	173.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTO PARTS	1767-107529	10/01/2014	Invoice	603.00.5300.444.60040	7.22
O'REILLY AUTO PARTS	1767-107580	10/01/2014	Invoice	603.140.1450050	155.44
O'REILLY AUTO PARTS	1767-107581	10/01/2014	Invoice	603.140.1450050	51.89
O'REILLY AUTO PARTS	1767-107680	10/01/2014	Invoice	603.00.5300.444.40041	127.98
O'REILLY AUTO PARTS	1767-106132	09/24/2014	1578028	603.00.5300.444.60012	28.98
O'REILLY AUTO PARTS	1767-106173	09/24/2014	1578028	603.00.5300.444.40041	1.99
O'REILLY AUTO PARTS	1767-1062	09/24/2014	1578028	603.00.5300.444.60040	4.99
O'REILLY AUTO PARTS	1767-1062	09/24/2014	1578028	603.140.1450050	35.23
O'REILLY AUTO PARTS	1767-106330	09/24/2014	1578028	603.00.5300.444.60040	76.27
O'REILLY AUTO PARTS	1767-106347	09/24/2014	1578028	603.00.5300.444.40041	18.05
O'REILLY AUTO PARTS	1767-106394	09/24/2014	1578028	603.00.5300.444.40040	18.99
O'REILLY AUTO PARTS	1767-106400	09/24/2014	1578028	603.00.5300.444.40041	(6.29)
O'REILLY AUTO PARTS	1767-106445	09/24/2014	1578028	603.140.1450050	55.10
O'REILLY AUTO PARTS	1767-106507	09/24/2014	1578028	603.00.5300.444.40041	12.51
O'REILLY AUTO PARTS	1767-106507	09/24/2014	1578028	603.140.1450050	94.72
O'REILLY AUTO PARTS	1767-106526	09/24/2014	1578028	603.140.1450050	86.60
O'REILLY AUTO PARTS	1767-106550	09/24/2014	1578028	603.00.5300.444.40041	(12.51)
O'REILLY AUTO PARTS	1767-104864	09/24/2014	1578028	603.00.5300.444.40041	26.02
O'REILLY AUTO PARTS	1767-184796	09/24/2014	1578028	603.00.5300.444.40041	15.98
O'REILLY AUTO PARTS	1767-104839	09/24/2014	1578028	603.00.5300.444.40041	(15.98)
O'REILLY AUTO PARTS	1767-105065	09/24/2014	1578028	603.00.5300.444.40041	(13.01)
O'REILLY AUTO PARTS	1767-104979	09/24/2014	1578028	603.00.5300.444.40041	40.84
O'REILLY AUTO PARTS	1767-105049	09/24/2014	1578028	603.00.5300.444.40041	21.90
O'REILLY AUTO PARTS	1767-105053	09/24/2014	1578028	603.00.5300.444.40041	27.98
O'REILLY AUTO PARTS	1767-105060	09/24/2014	1578028	603.00.5300.444.40041	46.71
O'REILLY AUTO PARTS	1767-105343	09/24/2014	1578028	603.00.5300.444.60012	44.00
O'REILLY AUTO PARTS	1767-105985	09/24/2014	1578028	603.00.5300.444.40041	9.18
POMP'S TIRE SERVICE, INC.	980005402	09/24/2014	4502557	603.00.5300.444.60014	2,849.00
TOXALERT INTERNATIONAL INC	17111	09/24/2014	9/1/14	603.00.5300.444.40040	221.00
TRENCHERS PLUS, INC.	CT06215/IT82382	09/24/2014	R03634	603.00.5300.444.40041	1,262.70
TRENCHERS PLUS, INC.	IT82382 REDO	07/23/2014	R03634	603.00.5300.444.40041	(652.33)
TRENCHERS PLUS, INC.	CT06215	08/06/2014	R03634	603.00.5300.444.40041	(556.31)
UNIFIRST CORPORATION	900220510	10/01/2014	Invoice	603.00.5300.444.40065	110.83
UNIFIRST CORPORATION	900220510	10/01/2014	Invoice	603.00.5300.444.60045	27.42
UNIFIRST CORPORATION	090 0219604	09/24/2014	1051948	603.00.5300.444.40065	111.07
UNIFIRST CORPORATION	090 0219604	09/24/2014	1051948	603.00.5300.444.60045	27.42
UNIFIRST CORPORATION	090 0218685	09/24/2014	1051948	603.00.5300.444.40065	111.95
UNIFIRST CORPORATION	090 0218685	09/24/2014	1051948	603.00.5300.444.60045	27.42
WASTE OIL HEATERS, INC.	2622	10/01/2014	Invoice	603.00.5300.444.40040	1,058.35
WESTERN PETROLEUM COMPANY	97205884-41801	10/01/2014	Invoice	603.140.1450050	1,419.36
ZARNOTH BRUSH WORKS	0151245-IN	09/24/2014	INV1669	603.00.5300.444.40041	66.50
ZARNOTH BRUSH WORKS	0151245-IN	09/24/2014	INV1669	603.140.1450050	496.00
Fund: 603 - CENTRAL EQUIPMENT					**49,959.26**
OFFICE DEPOT	9/16/14 6011 5685	10/01/2014	6011 5685 1008 8883	604.00.2200.416.60005	126.29
OFFICE DEPOT	9/16/14 6011 5685	10/01/2014	6011 5685 1008 8883	604.00.2200.416.60010	20.50
SHAPCO PRINTING	311401	10/01/2014	Invoice	604.00.2200.416.60010	440.00
Fund: 604 - CENTRAL STORES					**586.79**
COMMON SENSE BUILDING SERVICES, INC.	34461	09/24/2014	SEPT 2014	605.00.7500.460.40040	3,478.41
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	605.00.7500.460.30550	3.50
HORWITZ NS/I	W32425	09/24/2014	CTYOFIGH	605.00.7500.460.40040	2,954.79
HORWITZ NS/I	W32449	09/24/2014	CTYOFIGH	605.00.7500.460.40040	1,200.00
HUEBSCH SERVICES	3331278	10/01/2014	100075	605.00.7500.460.40065	139.07
LONE OAK COMPANIES	9/18/14	09/24/2014	UTILITY BILLS	605.00.7500.460.50035	1,504.20
MAILFINANCE	N4886902	09/24/2014	9/7/14	605.00.7500.460.40044	780.00
MINNESOTA ELEVATOR, INC	323030	10/01/2014	5395	605.00.7500.460.40040	239.40
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.40020	9.10
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.40040	12.19
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.40065	0.89
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.60011	0.22
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.60016	1.29
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	605.00.7500.460.60065	0.42
ZEE MEDICAL SERVICE	54184441	10/01/2014	9/5/14	605.00.7500.460.60045	184.75
Fund: 605 - CITY FACILITIES					**10,508.23**
AT & T MOBILITY	287237771092X09	09/24/2014	287237771092	606.00.1400.413.50020	55.06
CDW GOVERNMENT INC	KT70022	10/01/2014	2394832	606.00.1400.413.60010	721.85
CDW GOVERNMENT INC	LV86764	10/01/2014	2394832	606.00.1400.413.80610	682.87
CDW GOVERNMENT INC	LZ51515	10/01/2014	2394832	606.00.1400.413.60010	632.28
CDW GOVERNMENT INC	NR51460	10/01/2014	2394832	606.00.1400.413.60010	77.59
GENESIS EMPLOYEE BENEFITS, INC	25375	09/22/2014	Invoice	606.00.1400.413.30550	11.67
INTEGRA TELECOM	12289357	09/24/2014	887115	606.00.1400.413.50020	1,055.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTEGRA TELECOM	12355495	10/01/2014	645862	606.00.1400.413.50020	846.64
LIND ELECTRONICS, INC.	8/15/14	09/18/2014	ELAN CC 9/18/14	606.00.1400.413.40049	37.40
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.40049	3.92
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.50020	0.17
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.50065	0.04
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.60010	4.38
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.60040	13.08
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.60041	1.10
MN DEPT OF REVENUE	14-Aug	09/22/2014	Invoice	606.00.1400.413.60042	3.39
MYTECH PARTNERS	8/12/14	09/18/2014	ELAN CC 9/18/14	606.00.1400.413.30700	4,174.66
STAPLES	8/7/14	09/18/2014	ELAN CC 9/18/14	606.00.1400.413.40044	276.36
TDS METROCOM	9/13/14 651 451 19	09/24/2014	651 451 1944	606.00.1400.413.50020	246.82
UPS SUPPLY CHAIN SOLUTIONS	8/29/14	09/18/2014	ELAN CC 9/18/14	606.00.1400.413.40049	24.20
US INTERNET	110-080034-0011	09/24/2014	110-080034	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	22401	09/24/2014	INVER	606.00.1400.413.30700	412.50
WORKS COMPUTING, INC.	22475	09/24/2014	INVER	606.00.1400.413.30700	495.00
WORKS COMPUTING, INC.	22476	09/24/2014	INVER	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND					**11,146.48**
CLERK OF COURT	201452966	09/24/2014	JOSE RODOLFO OROZCO	702.229.2291000	1,000.00
EMMONS & OLIVIER RESOURCES	00095-0045-5	10/01/2014	0095-0045	702.229.2298301	4,957.93
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	702.229.2303201	339.00
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	702.229.2303201	10,714.50
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	702.229.2304301	4,160.75
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	702.229.2305101	356.00
EMMONS & OLIVIER RESOURCES	00095-0044-6	10/01/2014	00095-0044	702.229.2306401	67.50
FREUND, JOHN & CAROL	9/17/14	09/24/2014	7562 ALPINE COURT EASEMEI	702.229.2306101	352.17
KIMLEY-HORN & ASSOCIATES, INC.	6119909A	10/01/2014	160509024.3	702.229.2303201	6,291.09
KIMLEY-HORN & ASSOCIATES, INC.	6119909B	10/01/2014	160509024.3	702.229.2303201	6,224.84
KIMLEY-HORN & ASSOCIATES, INC.	6119909C	10/01/2014	160509024.3	702.229.2303201	6,662.09
KRECH PIEKARSKI, ROSEMARY	9/19/14	10/01/2014	HYDRANT PERMIT #1402	702.229.2294300	1,000.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2283600	40.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2283800	44.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	224.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	100.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2291000	153.52
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2296601	22.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2297601	66.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2303201	945.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2303301	5,896.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2303801	186.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2304801	22.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2305701	175.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2305801	1,966.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2306301	531.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2306401	2,880.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2306701	165.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2307001	1,805.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2308001	66.00
LEVANDER, GILLEN & MILLER P.A.	8/31/14 81000E	09/22/2014	Invoice	702.229.2308801	1,164.00
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	702.229.2306401	31.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	702.229.2307401	24.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	702.229.2307501	31.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	702.229.2307701	24.50
LILLIE SUBURBAN NEWSPAPERS	7/31/14 001363	09/24/2014	001363	702.229.2307801	24.50
LILLIE SUBURBAN NEWSPAPERS	8/29/14 001363	10/01/2014	001363	702.229.2308901	28.00
Fund: 702 - ESCROW FUND					**58,860.89**
Grand Total					**1,244,879.37**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading and Storm Water Facilities Maintenance Agreements for 2143 94th Court (Lot 2, Block 1, Shamrock Oaks)

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, City Engineer TJK
Prepared by:	Thomas J. Kaldunski, 651.450.2572
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
- [ ] Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading and Storm Water Facilities Maintenance Agreements for a new home to be built at 2143 94th Court (Lot 2, Block 1, Shamrock Oaks).

SUMMARY

The owners of 2143 94th Court 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 in the Shamrock Oaks development which has an impervious coverage limit of 5,000 square feet. At the October 14, 2013 council meeting an amendment to the development contract was approved increasing the allowed impervious coverage. The amendment states that 10,000 square feet of impervious coverage is allowed with the condition that storm water facilities be installed on site which infiltrate 1 inch of runoff from the 5,000 square feet of additional impervious space and the outflow from the site is mitigated up to the 100 year 24 hour storm event. The amendment also requires that a Storm Water Facilities Maintenance Agreement be executed for the storm facilities being installed.

The owners, Lary and Melany Skow, 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 $2,500 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 2143 94th Court (Lot 2, Block 1, Shamrock Oaks).

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

CUSTOM GRADING AGREEMENT
FOR
2143 94TH COURT EAST
LOT 2, BLOCK 1, SHAMROCK OAKS
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 13th day of October, 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 Lary L. Skow and Melany Skow, 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:
Lary L. Skow and Melany Skow
7567 Banning Way
Inver Grove Heights, MN 55077

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

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

Lot 2, Block 2, Shamrock Oaks, 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 $2,500 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 $2,500 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 13th day of October, 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:

Lary L. Skow

Melany Skow

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by Lary L. Skow and Melany Skow, 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

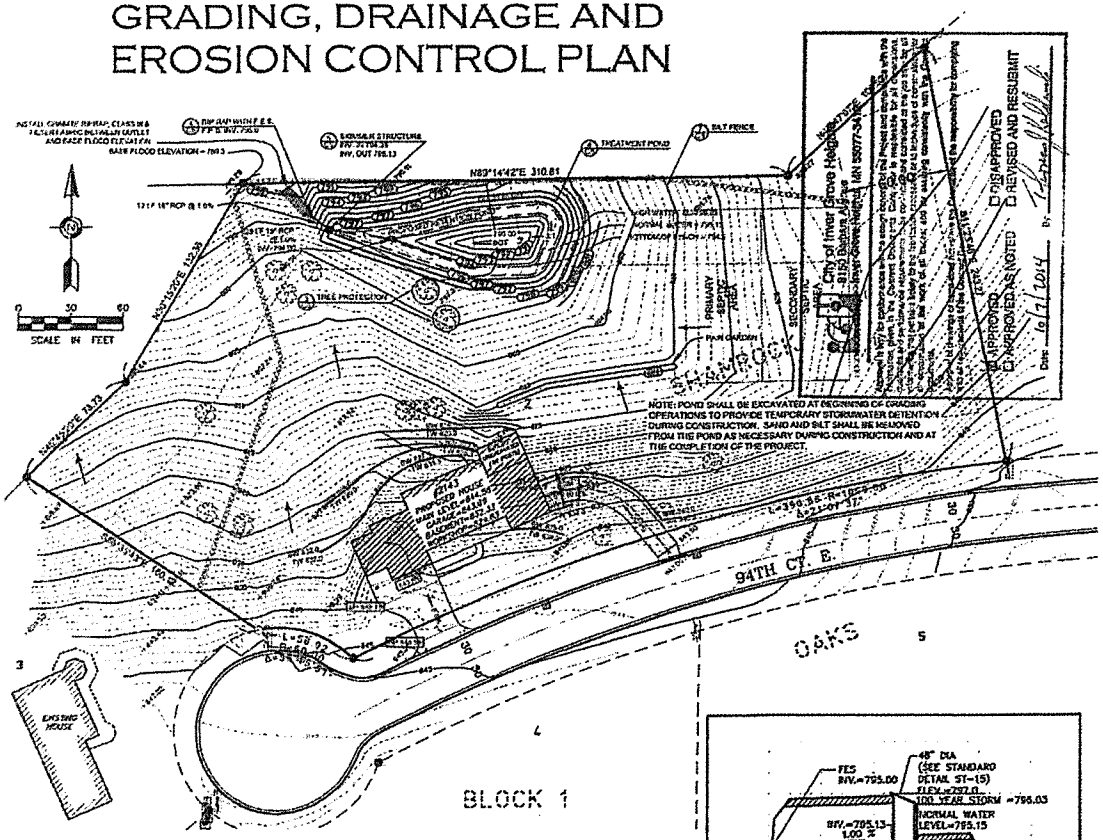
APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Lot Certificate	October 7, 2014	EDS Inc.

Approved by the City Engineer on October 7, 2014.

GRADING, DRAINAGE AND EROSION CONTROL PLAN

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



DISAPPROVED
REVISED AND RESUBMIT
APPROVED
APPROVED AS NOTED
By:
Date: 12/17/2014

LEGEND

EXISTING

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25103"
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- 999 — DENOTES EXISTING CONTOUR LINE
- x999.99 DENOTES EXISTING ELEVATION
- DENOTES WOVEN WIRE FENCE
- DENOTES STORM CATCH BASIN
- DENOTES DECIDUOUS TREE

PROPOSED

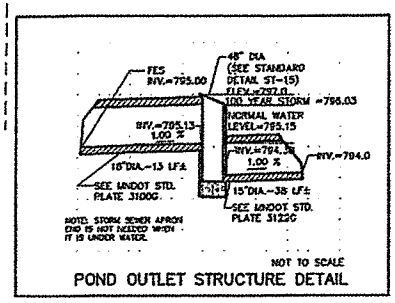
- DENOTES DRAINAGE FLOW
- DENOTES PROPOSED CONTOURS
- XXX.XX DENOTES PROPOSED ELEVATION
- DENOTES CONCRETE SURFACE
- DENOTES RIP-RAP
- DENOTES FLARED-END SECTION
- DENOTES PROPOSED SILT FENCE

GRADING NOTES

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
2. SUITABLE GRADING MATERIAL SHALL CONSIST OF ALL SOIL ENCOUNTERED ON THE SITE WITH EXCEPTION OF TOPSOIL DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL. STOCKPILE TOPSOIL AND GRANULAR FILL AT LOCATIONS DIRECTED BY CONTRACTOR.
3. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF THE EXISTING PAVEMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
5. GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION.
6. ALL EXCESS MATERIAL, EXHUMATIONS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OFF THE CONSTRUCTION SITE.
7. COMPLETION OF SITE GRADING OPERATIONS SHALL RESULT IN ALL AREAS BEING GRADED TO PLAN SUBGRADE ELEVATION. THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY REFERRING TO THE SITE PLAN AND PAVEMENT SECTION DETAILS FOR LOCATION AND LIMITS OF BITUMINOUS PAVEMENT SECTIONS.
8. THE MINIMUM GRADED SLOPE FROM EDGE OF BUILDING SHALL BE 6 INCHES IN 10 FEET.
9. FINISHED GROUND AND 200 ELEVATION ADJACENT TO BUILDING SHALL BE 8" BELOW FLOOR ELEVATION. SLOPE GROUND AWAY FROM BUILDING A MINIMUM OF 5" IN 10 FEET BEYOND 10 FEET REFER TO PLAN GRADES.
10. CONTRACTOR IS RESPONSIBLE FOR GRADING AND SLOPING THE FINISHED GROUND SURFACE TO PROVIDE SMOOTH & UNIFORM SLOPES, WHICH PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PREVENT PONDING IN LOWER AREAS. CONTACT ENGINEER IF FIELD ADJUSTMENTS TO GRADING PLANS ARE REQUIRED.
11. PUBLIC WORKS PERMIT APPLICATION FOR SURFACE WORK WITHIN RIGHT-OF-WAY IS REQUIRED PRIOR TO REMOVAL OR INSTALLATION OF CONCRETE DRIVEWAY AND CURB, INSTALLATION OF SIDEWALK/BIKEWAY OR OTHER WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
12. ALL GRADING SHALL BE ACCORDING TO MNDOT 2105.

EROSION CONTROL NOTES

1. CONTRACTOR MUST CALL FOR A PRE-CONSTRUCTION MEETING 48HRS PRIOR TO ANY LAND DISTURBANCES 612-673-5867. FAILURE TO DO SO MAY RESULT IN FINES, THE REVOCATION OF PERMIT AND A STOP WORK ORDER BEING ISSUED.
2. INSTALL PERIMETER EROSION CONTROL AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO THE COMMENCEMENT OF ANY LAND DISTURBANCE OR CONSTRUCTION ACTIVITIES.
3. BEFORE BEGINNING CONSTRUCTION, INSTALL A TEMPORARY ROCK CONSTRUCTION ENTRANCE AT EACH POINT WERE VEHICLES EXIT THE CONSTRUCTION SITE. USE 2 INCH OR GREATER DIAMETER ROCK IN A LAYER AT LEAST 6 INCHES THICK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE. EXTEND THE ROCK ENTRANCE AT LEAST 50 FEET INTO THE CONSTRUCTION ZONE USING A GEO-TEXTILE FABRIC BENEATH THE AGGREGATE TO PREVENT MIGRATION OF SOIL INTO THE ROCK FROM BELOW.
4. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS AND MAY BE ORDERED BY MINNEAPOLIS INSPECTORS AT ANY TIME IF CONDITIONS WARRANT. SWEEPING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION AND DONE IN A MANNER TO PREVENT DUST BEING BLOWN TO ADJACENT PROPERTIES.
5. INSTALL INLET PROTECTION AT ALL PUBLIC AND PRIVATE CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN SHORTS OR OTHER APPROVED PRODUCT ARE REQUIRED IN UNDISTURBED AREAS THAT MAY RECEIVE RUN OFF FROM THE PROJECT AREA. HAY BALES OR FILTER FABRIC WRAPPED GRATES ARE NOT ALLOWED FOR INLET PROTECTION.
6. LOCATE SOIL OR DIRT STOCKPILES NO LESS THAN 25 FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE PILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN TWO FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24HRS.
7. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
8. TEMPORARILY OR PERMANENTLY STABILIZE ALL CONSTRUCTION AREAS WHICH HAVE UNDERGONE FINAL GRADING, AND ALL AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 7-14 DAYS. USE SEED AND MULCH, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. AN EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED RECOMMENDED MINIMIZING EROSION POTENTIAL.
9. REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON-BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION WITH PERMANENT VEGETATION ESTABLISHMENT. FINAL STABILIZATION FOR PURPOSES OF THIS REMOVAL IS 70% ESTABLISHED COVER OVER DISTURBED AREA.
10. READY MIXED CONCRETE AND CONCRETE BATCH PLANTS ARE PROHIBITED WITHIN THE PUBLIC RIGHT OF WAY. ALL CONCRETE RELATED PRODUCTION, CLEANING AND MIXING ACTIVITIES SHALL BE DONE IN THE DESIGNATED CONCRETE MIXING/WASHOUT LOCATIONS AS SHOWN IN THE EROSION CONTROL PLAN UNDER NO CIRCUMSTANCE MAY WASHOUT WATER DRAIN ONTO THE PUBLIC RIGHT OF WAY OR INTO ANY PUBLIC OR PRIVATE STORM DRAIN CONVEYANCE.
11. CHANGES TO APPROVED EROSION CONTROL PLAN MUST BE APPROVED BY THE EROSION CONTROL INSPECTOR PRIOR TO IMPLEMENTATION. CONTRACTOR TO PROVIDE INSTALLATION AND DETAILS FOR ALL PROPOSED ALTERNATE TYPE DEVICES.



POND OUTLET STRUCTURE DETAIL

GRADING, TURF ESTABLISHMENT & EROSION CONTROL SPECIFICATIONS

TURF ESTABLISHMENT
ALL TURF ESTABLISHMENT SHALL BE ACCORDING TO MNDOT 2575 AND SHALL TAKE PLACE WITHIN 10 DAYS OF THE COMPLETED GRADING OPERATION.
TOPSOIL
CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM 4 INCH DEPTH (COMPACTED) TO ALL DISTURBED AREAS, TO BE SODDED OR SEEDED.
SOD
SOD SHALL BE ACCORDING TO MNDOT 3878.

SEEDING
SEED MIX SHALL BE MNDOT 200 AT 100# PER ACRE. DORMANT SEEDING AFTER NOVEMBER 1, AT TWICE THE NORMAL RATE.
MULCHING
MULCH SHALL BE MNDOT TYPE 1, STRAW SHOULD BE SPREAD UNIFORMLY AT A RATE OF 2 TONS PER ACRE AND ANCHORED WITH EITHER NETTING OR A STRAIGHT DISC.
FERTILIZER
TYPE 20-0-10 AT 400# PER ACRE.
GRADING
ALL GRADING SHALL BE ACCORDING TO MNDOT 2105.

NO.	DATE	DESCRIPTION	BY

EDS
ENGINEERING DESIGN & SURVEYING
8480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Wade Swaren
WADE SWAREN P.E. NO. 23103
DATED: 12/02/14

GRADING DRAINAGE & EROSION CONTROL PLAN

JOB NAME: LARY SKOW	DRAWN BY: EP	PROJ. NO. 14-079
LOCATION: 2143 94TH CT. E. INVER GROVE HEIGHTS, MN	CHECKED BY: VS	SHEET NO. C4

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 2, BLOCK 1, SHAMROCK OAKS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of October, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Lary L. Skow and Melany Skow, 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 Lary L. Skow and Melany Skow, 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 infiltration basins, storm water ponds, raingardens, drainage pathways, drainage facilities or storm water collection appurtenances lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain Grading, Drainage and Erosion Control Plan dated October 7, 2014, prepared by Engineering Design and Surveying attached hereto as **Exhibit B**. The Storm Water Facility Plan has been approved by the City Engineer and is on file with 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 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 October 13, 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 June 30, 2015, 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 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

e. 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 C.** The Operations & Maintenance Plan attached hereto as Exhibit C 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 D**.

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the 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
CITY'S COVENANTS

4.1 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 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:
Lary Skow and Melany Skow
7567 Banning Way
Inver Grove Heights, MN 55077

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

[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 13th day of October, 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:

Lary L. Skow

Melany Skow

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by Lary L. Skow and Melany Skow, 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 2, Block 1, Shamrock Oaks, according to the recorded plat thereof on file and of record with the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
STORM WATER FACILITY PLAN

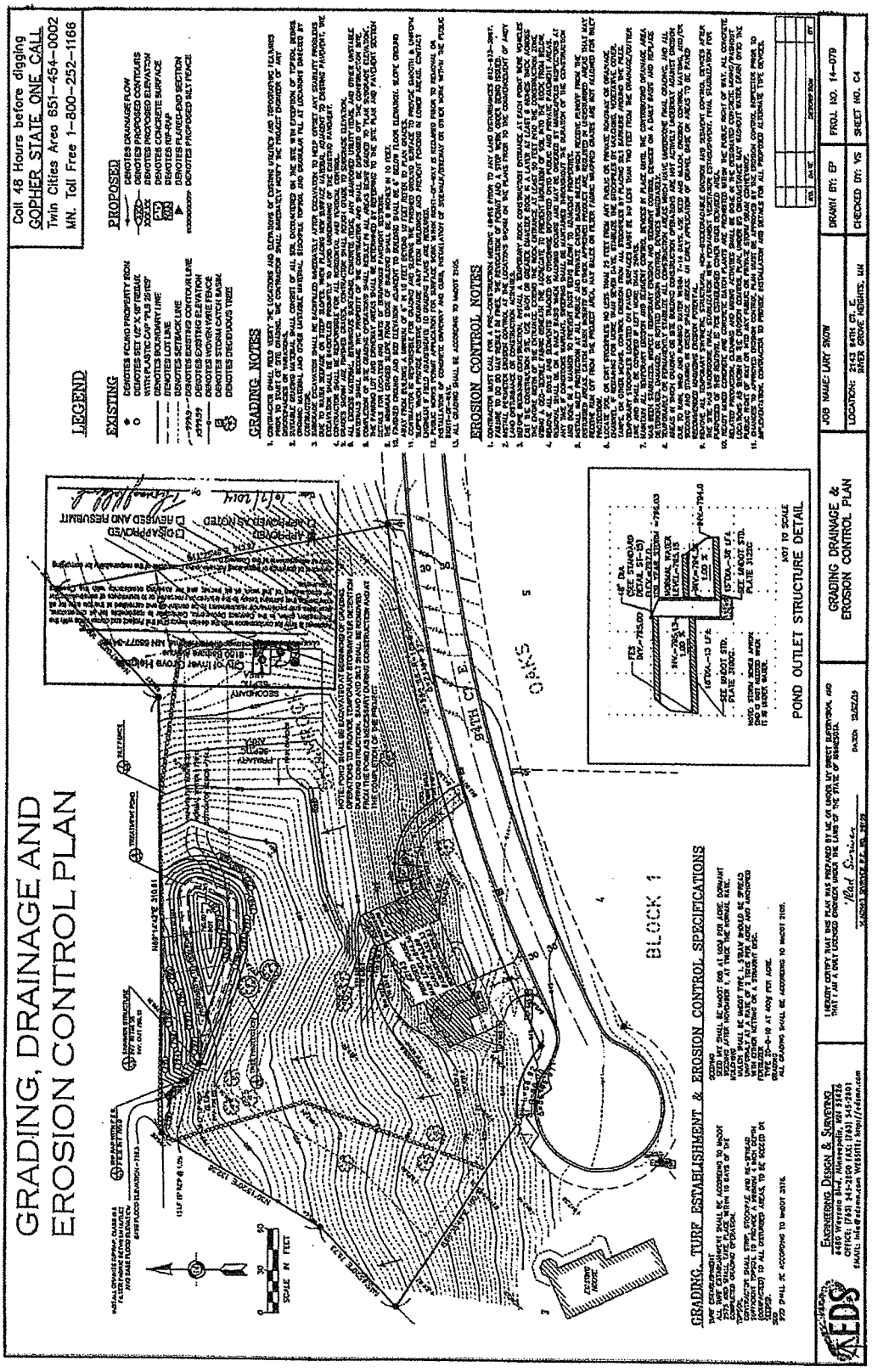


EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by 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 RIVER GROVE HEIGHTS MODEL INSPECTION PROGRAM

INLET / OUTLET

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Amendment to the Custom Grading Agreement for 2211 94th Court East (Lot 1, Block 1, Shamrock Oaks)

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, City Engineer
Prepared by:	Thomas J. Kaldunski, 651.450.2572
Reviewed by:	Scott D. Thureen, Public Works Director

TJK

SDT

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

Approve Amendment to the Custom Grading Agreement for 2211 94th Court East (Lot 1, Block 1, Shamrock Oaks).

SUMMARY

At the September 22, 2014 council meeting a Custom Grading Agreement was approved for the property located at 2211 94th Court East (Lot 1, Block 1, Shamrock Oaks). The approved plan was for a lookout basement. The owners have proposed changing the house to a walkout. The walkout results in a reduction of site disturbance and it fits better with the topography of the lot. The City Engineer has reviewed and approved the proposed changes.

It is recommended that the City Council approve the Amendment to the Custom Grading Agreement for 2211 94th Court East (Lot 1, Block 1, Shamrock Oaks).

TJK/jds
Attachments: Amendment to the Custom Grading Agreement

AMENDMENT TO CUSTOM GRADING AGREEMENT FOR THE PROPERTY AT 2211 – 94th COURT EAST, LOT 1, BLOCK 1, SHAMROCK OAKS, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS AMENDMENT TO CUSTOM GRADING AGREEMENT FOR THE PROPERTY AT 2211 – 94th COURT EAST, LOT 1, BLOCK 1, SHAMROCK OAKS (Amendment) is made, entered into and effective this 13th day of October, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Brandon K. Merrill and Amy L. Christopherson Merrill, husband and wife, (hereafter referred to as "Owner").

WHEREAS, the City and Owner entered into a Custom Grading Agreement dated September 22, 2014 and recorded as Dakota County Document No. 3032594 ("Custom Grading Agreement").

WHEREAS, the parties to the Custom Grading Agreement are the City of Inver Grove Heights, a municipal corporation and Brandon K. Merrill and Amy L. Christopherson Merrill, husband and wife.

WHEREAS, the parties to the Custom Grading Agreement are the same parties to this Amendment.

WHEREAS, the City and Developer desire to amend Appendix 1 of the Custom Grading Agreement to incorporate a modified Development Plan and to attach a modified Development Plan.

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

Section 1. Amendment of Appendix 1 of the Custom Grading Agreement. Appendix 1 of the Custom Grading Agreement is amended as shown on Exhibit A to this Amendment and the attached sketch replaces in its entirety the sketch attached to the Custom Grading Agreement.

Section 2. Incorporation of Amendment Into Custom Grading Agreement. This Amendment is hereby incorporated and replaces in its entirety Appendix 1 of the Custom Grading Agreement.

IN WITNESS WHEREOF, Owner and City 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 13th day of October, 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

OWNER:

Brandon K. Merrill

Amy L. Christopherson Merrill

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of October, 2014, before me a Notary Public within and for said County, personally appeared Brandon K. Merrill and Amy L. Christopherson Merrill, 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

JO M KRUGER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2015

Jo M. Kruger
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 A
AMENDMENT OF APPENDIX 1 TO CUSTOM GRADING AGREEMENT

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
~~1. Lot Certificate~~	~~September 10, 2014~~	~~Rehder & Associates, Inc.~~

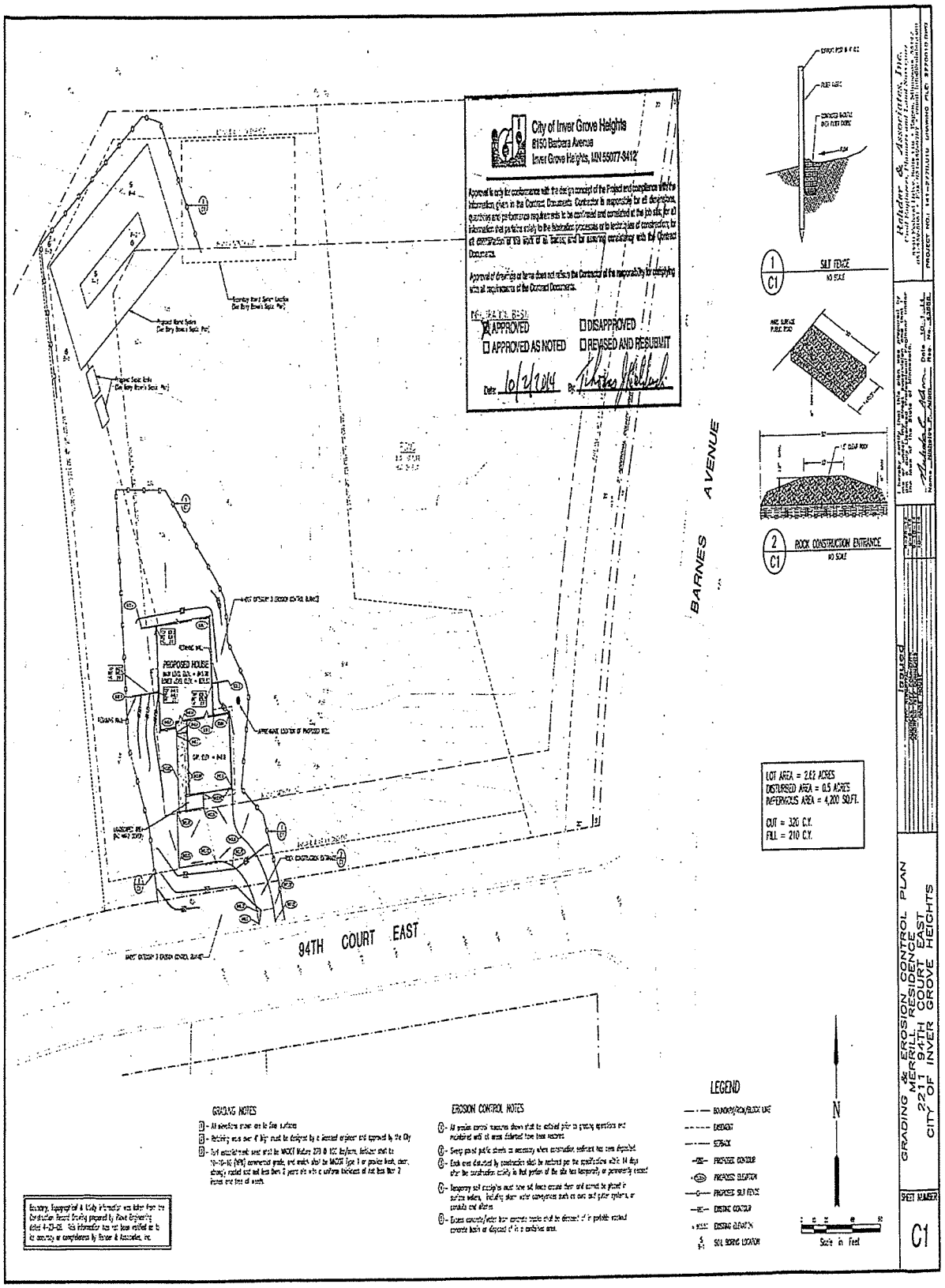
~~Approved by the City Engineer on September 12, 2014.~~

1. Grading & Erosion Control Plan	October 1, 2014	Rehder & Associates, Inc.

Approved by the City Engineer on October 2, 2014.

The Development Plans include any amendments to the above-referenced document that are approved by the City's Department of Public Works.

The above-referenced Grading & Erosion Control Plan is attached hereto.


City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-5412
APPROVED
APPROVED AS NOTED
DISAPPROVED
REVISED AND RESUBMIT
Date: 10/2/2014
BARNES AVENUE
94TH COURT EAST
PROPOSED HOUSE
SILT FENCE
NO SCALE
ROCK CONSTRUCTION ENTRANCE
NO SCALE
LOT AREA = 2.63 ACRES
DISTURBED AREA = 0.5 ACRES
IMPERVIOUS AREA = 4,200 SQ.FT.
CUT = 320 C.Y.
FILL = 210 C.Y.
GRADING NOTES
EROSION CONTROL NOTES
LEGEND
BOUNDARY/ROW/BLOCK LINE
EASEMENT
SETBACK
PROPOSED CONTOUR
PROPOSED ELEVATION
PROPOSED SILT FENCE
EXISTING CONTOUR
EXISTING ELEVATION
SOIL BORING LOCATION
N
Scale in Feet
GRADING, EROSION CONTROL PLAN
MERRITH RESIDENCE
227 EAST
CITY OF INVER GROVE HEIGHTS
SHEET NUMBER
C1

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Retaining Wall Maintenance Agreement for Landowner Improvements for Outlot J of the Argenta Hills 8th Addition

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, City Engineer
Prepared by:	Thomas J. Kaldunski, 651.450.2572
Reviewed by:	Scott D. Thureen, Public Works Director

DK

SDT

	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

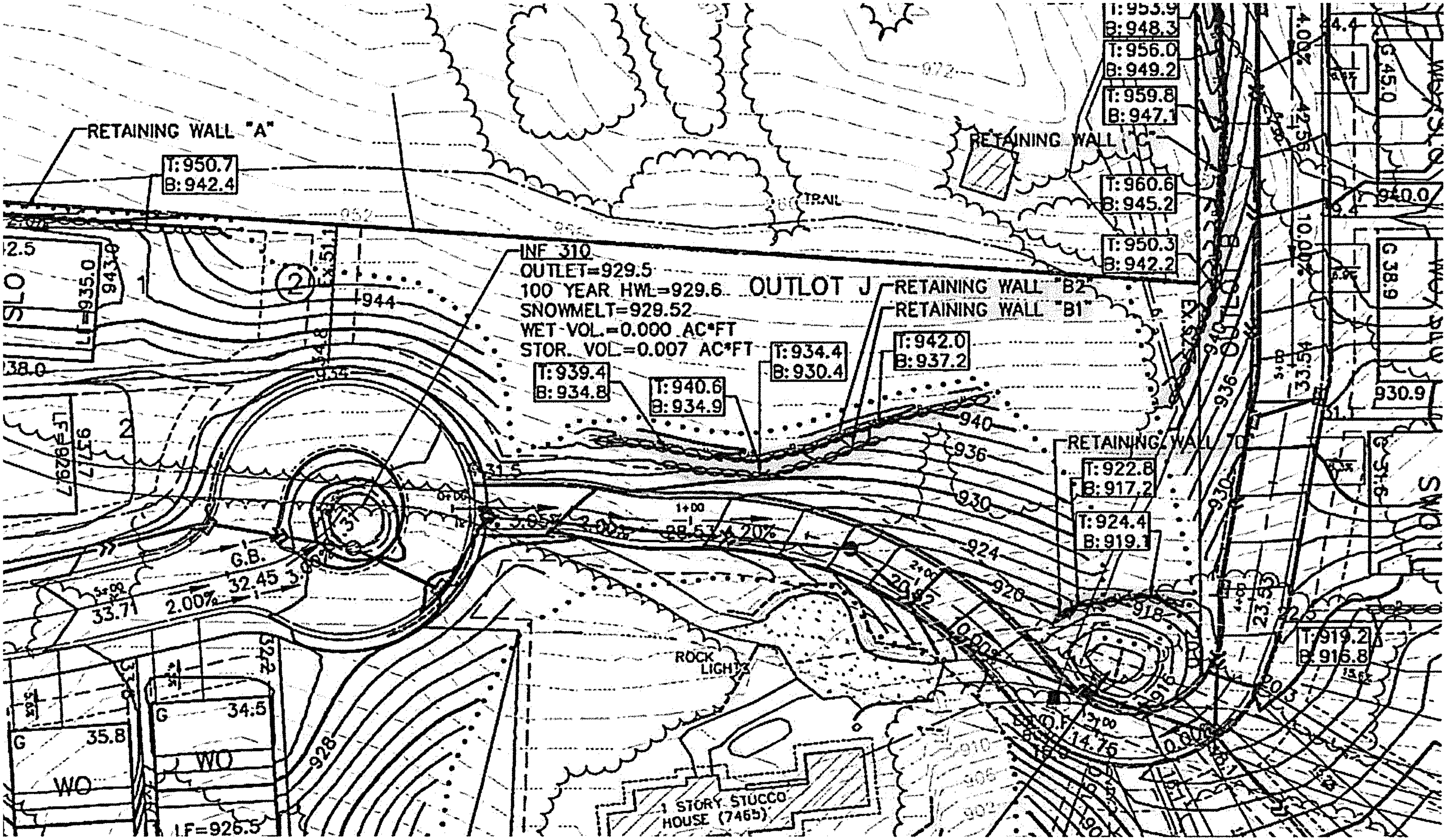
Consider approval of an agreement related to retaining wall maintenance for Outlot J of the Argenta Hills 8th Addition.

SUMMARY

Outlot J has retaining walls crossing property lines, within easements and protecting a stormwater basin (retaining walls B1, B2, C and D). Retaining wall maintenance agreements are required in outlots to ensure the ownership and maintenance responsibility of the retaining walls are transferred to the property owner.

A copy of the signed retaining wall maintenance agreement is attached. It is recommended that the City Council approve the Retaining Wall Maintenance Agreement for Outlot J of the Argenta Hills 8th Addition.

TJK/swd
Attachments: Exhibit
Retaining Wall Maintenance Agreement


RETAINING WALL "A"
T:950.7
B:942.4
INF 310
OUTLET=929.5
100 YEAR HWL=929.6
SNOWMELT=929.52
WET VOL.=0.000 AC*FT
STOR. VOL.=0.007 AC*FT
OUTLOT J
RETAINING WALL "B2"
RETAINING WALL "B1"
T:939.4
B:934.8
T:940.6
B:934.9
T:934.4
B:930.4
T:942.0
B:937.2
RETAINING WALL "C"
T:953.9
B:948.3
T:956.0
B:949.2
T:959.8
B:947.1
T:960.6
B:945.2
T:950.3
B:942.2
RETAINING WALL "D"
T:922.8
B:917.2
T:924.4
B:919.1
T:919.2
B:916.8
TRAIL
ROCK LIGHT
1 STORY STUCCO HOUSE (7465)
LF=935.0
LF=929.7
LF=926.5
G.B.
WO
WO
2.00%
4.20%
10.00%
4.00%

RECEIVED
AUG 20 2014

RETAINING WALL MAINTENANCE AGREEMENT FOR OUTLOT J, ARGENTA HILLS 8TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT FOR OUTLOT J, ARGENTA HILLS 8TH ADDITION (hereafter referred to as "Agreement") is made, entered into and effective this 25th day of August, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and 160 Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Lot Owner.** "Lot Owner" means 160 Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Retaining Wall Facilities.** "Retaining Wall Facilities" means each and all of the following, individually and collectively, to the extent located within the Lot:

> The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 **Retaining Wall Construction Plan.** "Retaining Wall Construction Plan" means the Final Grading Plan prepared by Pioneer Engineering dated _____, 2014, and approved by the City's Director of Public Works on _____, 2014. The Retaining Wall Construction Plan is on file with the City.

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

1.7 **Responsible Owner.** "Responsible Owner" means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 **Maintenance Standards.** "Maintenance Standards" means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 **DPW.** "DPW" means the City's Director of Public Works.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities 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 Responsible Owner any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

Recital No. 4. Lot Owner is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Retaining Wall Facilities.** Lot Owner agrees that by a date reasonably set by the City's Director of Public Works the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Retaining Wall Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities. The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structural sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as

amended from time to time). 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 Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, 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 construction of the Retaining Wall Facilities 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 Section 3.1, in the event of an emergency as determined by the DWP, 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 Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction 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 Section 3.1 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 Section 3.1 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 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, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the

City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Lot for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

3.7 **Notice of Non-Compliance with Section 3.2; 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 DWP, 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 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 **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 Retaining Wall 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.

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 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 Retaining Wall Facilities;

d.) construction of the Retaining Wall Facilities.

3.12 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 Compliance with Development Contract. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract for the plat of Argenta Hills 8th Addition.

ARTICLE 5
MISCELLANEOUS

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

If to City:

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

If to Lot Owner:

160 Investments, LLC
Attention: Jacob Fick
16972 Brandtjen Farm Drive
Lakeville, MN 55044

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City 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 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

LOT OWNER
160 INVESTMENT, LLC

Robert H. Enebak
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

On this 18 day of August, 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.

TAMI L. LEE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2018

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 LOT

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

Outlot J, Argenta Hills 8th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

4F

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

Accept Proposal from Keys Well Drilling Company

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Dan Helling, 651.450.2565
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept proposal from Keys Well Drilling Company for Well Pump No. 4 rehabilitation.

SUMMARY

The Utilities Division has received proposals for reconditioning the pump at Well No. 4. Mr. Helling's attached memo provides the background information. I recommend approval of this proposal from Keys Well Drilling Company with funding from the Water Utility Fund Budget (501.50.7100.512.40042).

SDT/kf
Attachments: Memo from Dan Helling
Quotes

City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

SUBJECT : **Well Pump # 4 Rehabilitation**

DATE : September 25, 2014

Attached are two proposals for the reconditioning of Well Pump # 4 located at 2800 70th Street East. Well # 4 was constructed in 1970 and is completed in the Jordan Sandstone formation. The well pump is a 200 Hp Vertical Line shaft Turbine and is set at 240 feet below grade. It was last reconditioned in May 2007.

Since 1998 the Utility Division has employed a maintenance schedule based on years of service and total gallons pumped to recondition our vertical turbine type well pumps. The benchmarks for this schedule are 5 to 7 years of service and/or 1.25 billion gallons pumped since the last reconditioning. We base this schedule on the recommendations of pump manufacturers, local vendors, and our experience with the corrosive nature of the water we pump. Referring to the schedule on page 2, you can see that Well 4 has reached the time benchmark and is very near the production mark.

I have summarized the two proposals on page 2, as you are aware the exact cost of this work can vary depending on the actual condition of the pump once it is inspected. In our experience the items summarized will be necessary, and are the basis of our price comparison. Utilities Division recommends awarding the reconditioning work to Keys Well Drilling Company.

Keys Well Drilling Company

Quotation

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

To: City of Inver Grove Heights
8168 Barbara Ave.
Inver Grove Heights, MN 55077

Date of Quotation: September 19, 2014
Attention: Mr. Dan Helling
Project: Well Pump # 4
Location: 70th street, West of Cahill

We are pleased to quote you as follows:

Estimate to remove pump, disassemble, inspect, repair and reinstall well Pump # 4, 12" - 7 stage bowl, 240' x 10" column and shaft, 200 HP motor

No.	Description	Unit	Est. Qty	Price	Extension
1	Labor to remove and reinstall	Ls	1	3600	3600.00
2	Shop time- disassemble and inspect	Hr	4	80	320.00
				$	**3,920.00**
	Misc Items				
	Machine and replace bowl bearings	Ea	8	90	720.00
	Fabricate bowl shaft	Ea	1	450	450.00
	Machine and replace impeller wear rings	Ea	7	350	2450.00
	Column Pipe 10" x 10'	Ea	1	525	525.00
	Column Pipe 10" x 5'	Ea	1	370	370.00
	Additional shop time- sandblast, repair and assem	Hr	20	80	1600.00
	Lineshaft bearings	Ea	24	30	720.00
	SS headshaft	Ea	1	500	500.00
	Packing Box bearing and packing	Ls	1	150	150.00
				$	**7,485.00**
		Total pump repair est.		**$**	**11,405.00**

Quantities are estimates only. Final cost is determined by quantities approved and used.

We could begin work 2-3 days after receipt of order
Completion - 3-4 weeks

Terms: N-30
Quotation valid for 60 days
Quoted By _____
Jeffrey W. Keys

Accepted _____

Date _____

Item	Keys	Bergerson
1. Remove/Reinstall Pump	$3920.00	$3800.00
2. Ten 10'x10" steel column pipe	$5250.00	$5400.00
3. 5'x10" steel column pipe	$370.00	$420.00
4. 24 – lineshaft bearings	$2450.00	$2450.00
5. Machine and replace 8 bowl bearings	$720.00	$750.00
6. Fabricate Bowl Shaft	$450.00	$750.00
7. Shop labor	$1600.00	$1700.00
8. Packing Box Bearing and packing	$150.00	$350.00
Total Estimated Cost	**$14,910.00**	**$15,620.00**

The two factors that could escalate this cost are column pipe – and the remote possibility that the current pump is worn beyond repair.

The funds for this project are budgeted in Water Fund (501.50.7100.512.40042).

Well Number	Type	Date Reconditioned	Gallons Pumped
3	V/T	01/2012	916 MG thru 9/25/14
4	V/T	05/2007	1,213 MG thru 9/25/14
5	V/T	04/2009	757 MG thru 9/25/14
6	V/T	03/2013	181 MG thru 9/25/14
7	V/T	02/2010	818 MG thru 9/25/14
8	SUB	03/2011	424 MG thru 9/25/14
9	SUB	09/2010	651 MG thru 9/25/14

Notes
1.Well 6 Mt. Simon/Hinckley formation limited to 70 MG annual production by Mn. DNR.
2.Well 8 submersible type - 7 to 9 years of service, 1.5 billion gallons production.

BERGERSON-CASWELL INCORPORATED

Bergerson - Caswell Inc.
5115 Industrial Street
Maple Plain, MN 55359
(763) 479-3121 Fax: (763) 479-2183

September 18, 2014

CITY OF INVERGROVE HEIGHTS
Attn: Mr. Dan Helling
8168 Barbara Avenue
Inver Grove Heights, MN 55077

Phone (651) 450-2565
Fax # (651) 455-9405

RE: WELL PUMP #4 PREVENTATIVE MAINTENANCE INSPECTION QUOTE

Dear Mr. Helling;

Bergerson-Caswell Inc. Appreciates the opportunity to assist you and your well pump needs. As per your request we are offering you a project cost estimate to perform the well pump maintenance inspection on well #4.
Well #4 is 360' deep, and has 285' of 24" casing. During the last inspection there was 5' of fill in the bottom, but we felt it was not causing any harm and nothing was done about cleaning it. The pump is a 200 Hp Vertical Line shaft Turbine that has 10"x 1.6875" column, and is set 240' below grade. The pump unit consists of a 7 stage bowl, designed for 1,300 Gpm @ 420'TDH. The last two maintenance inspections varied significantly in the quantity of replacement parts. Back In 2000, we only replaced a few column sections, but in 2007 we replaced all of them. In addition we coated these sections with a thick rolled on coating of epoxy paint. We were hoping to extend the life of these components, and this upcoming inspection will provide more concrete information.
Below is a breakdown of the associated costs for the labor and equipment to perform this project, along with the main replacement components for this pump installation that may require replacing.

PROJECT COST ESTIMATE:

1) Remove well Pump $ 1,600.00
2) Clean & Inspect all pumping equipment; furnish report & recommend repairs, with final costs $ 200.00
3) **Materials that may need replacement:**

Recondition 200 Hp GE Vertical Holloshaft motor	Est.	$ 3,400.00
Or clean & replace oil, grease, & test (only) if motor checks ok		$ 500.00
10"x 10' T & C drop pipe @ 540.00/ea Estimate ½ 11 each	Est.	$ 5,940.00
10"x 5' T & C drop pipe @ $420.00/ea Estimate 1 each Est.		$ 420.00
10"x 10' Tail Pipe @		$ 520.00
1-11/16" Line Shaft & coupling; S.S. $ 395.00/ea		$ 0.00
1-11/16" Line shaft Sleeves $60.00 not installed		$ 0.00
Replace 24 Line shaft Bearings @ 25.00/ea		$ 600.00
Shop Labor to repair equipment; Rate @ $85.00/hr		$ 0.00
Recondition Discharge Head, include completed packing gland		$ 350.00
Rebuild Pump Bowl Assembly Peerless 12 MB-7 stage (Depends on condition of pump)		
Machine impeller and install wear ring 7 each @ $350.00/stage		$ 2,100.00
F & I a set of bowl bearings		$ 750.00
New pump bowl shaft		$ 750.00
1" poly for level monitoring, 240' @ $1.00/FT		$ 240.00

4) Reinstall pumping Equipment $ 1,700.00
5) Startup & test reconditioned installation into the system, if additional trip is required $300.00

PROJECT COST TO REMOVE, INSPECT, AND REINSTALL $ 3,500.00

The above project cost estimate is for the labor to Remove, Inspect, and Reinstall one pump unit that is installed at well #4. The total project cost I would estimate to be in line with the itemized materials break down listed above, and should fall between $ 15,000.00-20,000.00. This amount will be determined once the pump unit is inspected and our report provided. We will then wait for your approval and only repair the equipment requested by owner. I can also provide you with additional pricing for a replacement pump, motor, well services, etc... if you would like.

If you have any additional questions, require other information or would like for us to perform the above project, please do not hesitate to contact us at (763) 479-3121, or my cell# (612) 369-3652.

Sincerely; **BERGERSON CASWELL INC.** Tim D. Berquam Project Manager

4G

LEVANDER, GILLEN & MILLER, P.A.

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and City Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **October 13, 2014**
RE: **Second Amendment to Lease – AT&T**
Our File No. 81000.09000

Section 1. **Background.** AT&T executed a lease in 2006 with the City for space on the City's water tower located at 1770 50th Street, upon which AT&T installed 6 antennas pursuant to a Water Tower Site Lease Agreement. In 2011, AT&T requested permission to install an additional 3 antennas alongside the 6 existing antennas on the water tower. The City and AT&T executed a First Amendment to the Water Tower Site Lease Agreement, which permitted the installation of the 3 additional antennas. Under that First Amendment in 2011, AT&T paid additional rent to the City for the 3 new antennas.

AT&T now desires to install 3 additional antennas, increasing its total number of antennas on the tower from 9 antennas to 12 antennas.

As a part of the evaluation of the request to add additional antennas, City staff has engaged KLM to evaluate whether the water tower can withstand the installation of the additional antennas. KLM has determined that the proposed mounts can support the antennas and the tower structure can support the additional antennas. AT+T has provided City staff with a third party review of the proposed installation which confirms that the installation of the additional antennas will not result in any radio frequency interference with existing antennas and higher priority users on the water tower.

City staff negotiated additional rent for the installation of the 3 new antennas, which is identical to that negotiated for the 3 additional antennas in 2011 and is based upon a fee schedule that is similar to other cities in Dakota County.

Following is a summary of the general terms and conditions of the First Amendment:

1. AT&T may install 3 additional antennas at the locations where its existing antennas are located on the City's water tower located at 1770 50th Street for a total of 12 AT&T antennas on the City water tower.

2. AT&T shall pay additional monthly rent for the 3 newest antennas (antennas 10 through 12) identical to the additional monthly rent charged for antennas 7, 8 and 9. This combined additional monthly rent for antennas 7 through 12 (the "Additional Rent") is set forth in Exhibit C-1. Accordingly, for calendar year 2014, the Additional Rent is now $3,646.52 per month and it increases each year by 5%. Exhibit C-1 of the Second Amendment supersedes Exhibit C-1 to the First Amendment.

3. As of the Effective Date of the Second Amendment, Tenant shall pay Landlord in full the advance amount of Additional Rent for the balance of calendar year 2014. For the first month, the Additional Rent shall be pro-rated. Additional Rent shall be increased on January 1, 2015, and each year thereafter on January 1. The Additional Rent shall be paid in addition to and together with the rent required by the Water Tower Site Lease Agreement. The Second Amendment's Exhibit C-1 Rent Schedule reflects the Additional Rent for antennas 7 through 12.

Section 2. **Requested Action.** The Council is requested to authorize approval of the Second Amendment.

Timothy J. Kuntz

TJK:dme

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT WITH NEW CINGULAIR WIRELESS PCS, LLC, F/K/A AT&T WIRELESS PCS, LLC

WHEREAS, The City of Inver Grove Heights (the "City") and New Cingulair Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company ("Tenant") entered into a Water Tower Site Lease Agreement, dated January 1, 2006 (the "Lease");

WHEREAS, Tenant originally had six antenna panels on the Inver Grove Heights Water Tower (the "Tower"). Two antennas were installed at 75 feet above grade at the 280 degree azimuth, and four antennas were located at 125 feet above grade at the 100 and 180 degree azimuth (2 antennas per sector);

WHEREAS, in 2011, the City and Tenant amended the Water Tower Site Lease Agreement pursuant to a First Amendment to Water Tower Site Lease Agreement ("First Amendment") and increased the number of antennas from 2 to 3 per sector, with the existing and additional antennas remaining at the existing elevations and thus increased the 6 panel antennas to 9 panel antennas on the Tower;

WHEREAS, Tenant wishes to again amend the Water Tower Site Lease Agreement to increase the number of antennas from 3 to 4 per sector, with the existing and new antennas remaining at the existing elevations and thus increasing the 9 panel antennas to 12 panel antennas on the Tower;

WHEREAS, the City has received confirmation from its consultant that Tenant's installation plans are acceptable and the Tower can structurally withstand the installation of Tenant's 3 additional antennas and has received confirmation from a consultant that the installation of Tenant's 3 additional antennas will not result in radio frequency interference with existing antennas and higher priority users on the Tower;

WHEREAS, the City and Tenant agreed that Tenant shall pay the same amount of additional rent for the installation of the Tenant's 3 newest antennas as to be paid for the installation of the 3 antennas under the First Amendment, in addition to the rent Tenant currently pays to the City under the Lease;

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

The attached Second Amendment to Water Tower Lease Agreement (the "Second Amendment") is approved and the Mayor and Deputy Clerk are authorized to execute the Second Amendment along with any additional documents necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of the Second Amendment and the transactions contemplated.

Passed this _____day of October, 2014.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy Clerk

SECOND AMENDMENT TO WATER TOWER SITE LEASE AGREEMENT

This Second Amendment to Water Tower Site Lease Agreement ("First Amendment") is made and entered into by and between the City of Inver Grove Heights, a Minnesota municipal corporation ("Landlord"), whose address is 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company, ("Tenant"), whose address is 1255 Cingular Way, Suite 1300, Alpharetta, GA 30004.

WITNESSETH:

A. Landlord and Tenant have entered into a Water Tower Site Lease Agreement dated January 1, 2006, ("Water Tower Site Lease Agreement") which is on file at the offices of the Landlord.

B. Pursuant to the Water Tower Site Lease Agreement, Tenant installed six antenna panels on the Inver Grove Heights Water Tower. Two antennas were installed at 75 feet above grade at the 280 degree azimuth, and four antennas were located at 125 feet above grade at the 100 and 180 degree azimuth (2 antennas per sector).

C. Landlord and Tenant entered into a First Amendment to Water Tower Site Lease Agreement, effective November 22, 2011 ("First Amendment") which is on file at the offices of the Landlord.

D. Pursuant to the First Amendment, Tenant installed additional antennas to increase the number of antennas from 2 to 3 per sector, with the then existing and new antennas remaining at the existing elevations and thus increasing the 6 panel antennas to 9 panel antennas on the Inver Grove Heights Water Tower.

E. Tenant now wishes to amend the Water Tower Site Lease Agreement and First Amendment to increase the number of antennas from 3 to 4 per sector, with the existing and new antennas remaining at the existing elevations and thus increasing the 9 panel antennas to 12 panel antennas on the Inver Grove Heights Water Tower.

F. Landlord is agreeable to the installation of 3 additional panel antennas on the Inver Grove Heights Water Tower, bringing the total of Tenant's antennas to twelve in number.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Water Tower Site Lease Agreement and First Amendment.

2. The effective date ("Effective Date") of this Second Amendment shall be the date that Landlord and the Tenant have both executed this Second Amendment.

3. As of the Effective Date of this Second Amendment, Landlord hereby leases to Tenant the additional space for the placement of three additional antennas on the Inver Grove Heights Water Tower described on Exhibit B-1 ("Additional Leased Premises and Antennas"). The Additional Leased Premises and Antennas shall be subject to the same terms of the Water Tower Site Lease Agreement and the First Amendment, except as said terms are amended by this Second Amendment. Exhibit C-1 of the First Amendment is superseded and replaced by Exhibit C-1 of the Second Amendment, which reflects the Additional Rent pursuant to both the First Amendment and the Second Amendment.

4. As of the Effective Date of this Second Amendment, Tenant shall pay Landlord additional rent for the Additional Leased Premises and Antennas ("Additional Rent"). As of the Effective Date of this Second Amendment, Tenant shall pay Landlord in full the advance amount of Additional Rent for the balance of calendar year 2014. For the first month, the Additional Rent shall be pro-rated. Additional Rent shall be increased on January 1, 2015, and each year thereafter on January 1, as shown on Exhibit C-1, attached hereto and incorporated herein. Said Additional Rent shall be paid in addition to and together with the rent required by the Water Tower Site Lease Agreement.

5. Landlord hereby approves the proposed additional antenna installations shown on Exhibit B-1.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

LANDLORD:

CITY OF INVER GROVE HEIGHTS

By_____
George Tourville, its Mayor

By_____
Melissa Kennedy, its Deputy City Clerk

TENANT:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by George Tourville and Melissa Kennedy, the Mayor and Deputy City Clerk of the City of Inver Grove Heights, a Minnesota municipal corporation, on behalf of the municipal corporation, and that the seal affixed to this instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and Administrator acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public

Exhibit B-1

Additional Leased Premises and Antennas

Exhibit C-1

Additional Rent

Calendar Year	Annual Additional Rent	Monthly Additional Rent
2014	$ 43,758.22	$ 3,646.52
2015	$ 45,946.13	$ 3,828.84
If Water Tower Site Lease Agreement renewed:		
2016	$ 48,243.44	$ 4,020.29
2017	$ 50,655.61	$ 4,221.30
2018	$ 53,188.39	$ 4,432.37
2019	$ 55,847.81	$ 4,653.98
2020	$ 58,640.20	$ 4,886.68
If Water Tower Site Lease Agreement renewed:		
2021	$ 61,572.21	$ 5,131.02
2022	$ 64,650.82	$ 5,387.57
2023	$ 67,883.36	$ 5,656.95
2024	$ 71,277.53	$ 5,939.79
2025	$ 74,841.41	$ 6,236.78

The above Additional Rent increase shall occur automatically without notice.

4H

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

Resolution Approving Traffic Control Signal Agreement No. 05974 (Robert Street and Mendota Road)

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Scott D. Thureen, 651.450.2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	SDT

Fiscal/FTE Impact:

[ ]	None
[ ]	Amount included in current budget
[ ]	Budget amendment requested
[ ]	FTE included in current complement
[ ]	New FTE requested – N/A
[X]	Other: Municipal State Aid

PURPOSE/ACTION REQUESTED

Consider resolution approving Traffic Control Signal Agreement No. 05974 (Robert Street and Mendota Road).

SUMMARY

Robert Street is being reconstructed from its intersection with Mendota Road, at the Inver Grove Heights/West St. Paul border, to its intersection with Wyoming Street in St. Paul. As part of the project, the existing traffic signal system is being replaced. The agreement defines the costs for the signal at Robert Street and Mendota Road that are to be shared between Inver Grove Heights, West St. Paul and Dakota County, per the County's cost share policy. The City will pay 25 percent of the construction cost, 25 percent of the cost to deliver power to the signal, 50 percent of the signal power usage cost and 50 percent of minor signal maintenance. The agreement also defines the maintenance responsibilities.

The City's construction cost share of approximately $36,000 will be funded from MSA funds. I recommend approval of the agreement and resolution.

SDT/kf

CITY OF INVER GROVE HEIGHTS

RESOLUTION

IT IS RESOLVED that the City of Inver Grove Heights enter into MnDOT Agreement No. 05974 with the State of Minnesota Department of Transportation, West St. Paul, St. Paul, and Dakota County for the following purposes:

To provide for the power, operation, and maintenance of the new Traffic Control Signal, Emergency Vehicle Pre-emption System, and Interconnect on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road) in the Cities of West St. Paul and Inver Grove Heights, Dakota County, Minnesota.

IT IS FURTHER RESOLVED that the _____ and the
(Title)
_____ are authorized to execute the Agreement and any
(Title)
amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Inver Grove Heights at an authorized meeting held on the _____ day of _____, 2014, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2014

Notary Public _____

My Commission Expires _____

NOTARY STAMP

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

Contract No: 05974

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DAKOTA COUNTY
And
THE CITY OF WEST ST. PAUL
And
THE CITY OF INVER GROVE HEIGHTS
And
THE CITY OF ST. PAUL
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT

Control Section (C.S.): 1908

Trunk Highway Number (T.H.): 952A = 334

Signal System IDs:

A = 20761 CSAH 14 (Mendota Road)
B = 39706 Crusader Avenue *(New Signal)*
C = 20762 Marie Avenue
D = 20763 Lothenbach Avenue
E = 20764 CSAH 8 (Wentworth Avenue)
F = 20765 County Road 6 (Thompson Avenue)
G = 20766 Emerson Avenue
H = 20767 Moreland Avenue
I = 20768 County Road 4 (Butler Avenue)
J = 20770 Bernard Street
K = 20771 Annapolis Street

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of West St. Paul acting through its City Council ("West St. Paul"), the City of Inver Grove Heights acting through its City Council ("Inver Grove Heights"), the City of St. Paul acting through its City Council ("St. Paul"), and Dakota County acting through its Board of Commissioners ("County").

Recitals

1. Dakota County, West St. Paul, Inver Grove Heights, St. Paul, and the State have found it in the best interest of the Public to remove the existing Traffic Control Signal Systems and Emergency Vehicle Preemption Systems and install new Traffic Control Signal Systems with Accessible Pedestrian Signals ("APS"), Signal Pole Mounted LED Luminaires, and Signing ("Signal System(s)"); and new Emergency Vehicle Preemption Systems ("EVP System(s)") on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road); at Marie Avenue; at Lothenbach Avenue; at County State Aid Highway No. 8 (Wentworth Avenue); at County Road No. 6 (Thompson Avenue); at Emerson Avenue; at Moreland Avenue; at County Road No. 4 (Butler Avenue); at Bernard Street; and at Annapolis Street, and Install a new Traffic Control Signal on Trunk Highway No. 952A at Crusader Avenue with Accessible Pedestrian Signals ("APS"), Signal Pole Mounted LED Luminaires, and Signing ("Signal System"); and a new Emergency Vehicle Preemption System ("EVP System"), and Install Interconnect on Trunk Highway No. 952A from County State Aid Highway No. 14 (Mendota Road) to Annapolis Street in the Cities of West St. Paul, Inver Grove Heights, St. Paul, in the Counties of Dakota and Ramsey, Minnesota under State Project. No. 1908-84 and State Aid Project No. 173-010-007; and

2. West St. Paul, Inver Grove Heights, St. Paul, the County, and the State wish to define their respective power, operation, and maintenance responsibilities for the new Traffic Control Signals, Emergency Vehicle Pre-emption Systems and Interconnect on Trunk Highway No. 952A (Robert Street) at County

State Aid Highway No. 14 (Mendota Road) (System "A"); at Crusader Avenue (System "B"); at Marie Avenue (System "C"); at Lothenbach Avenue (System "D"); at County State Aid Highway No. 8 (Wentworth Avenue) (System "E"); at County Road No. 6 (Thompson Avenue) (System "F"); at Emerson Avenue (System "G"); at Moreland Avenue (System "H"); at County Road No. 4 (Butler Avenue) (System "I"); at Bernard Street (System "J"); and at Annapolis Street (System "K"); and

3. West St. Paul, Inver Grove Heights, St. Paul, the County, and the State will participate in the power, operation and maintenance of the new Signal Systems, EVP Systems, and Interconnect; and

4. Municipal Agreement No. 04840 between the State and West St. Paul will address the cost participation for the new and revised Signal Systems and EVP Systems; and

5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms;

1.1. ***Effective date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure. The terms and conditions set forth in Article 2. Signal Systems, EVP Systems, and Interconnect Power, Operation, and Maintenance may be terminated by another Agreement between the parties.

2. Signal Systems, EVP Systems, and Interconnect Power, Operation, and Maintenance

2.1. ***(System "A")*** Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road)

A. ***Signal Power.*** West St. Paul, Inver Grove Heights, and the County will share in the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

1.	West St. Paul	25 percent
2.	Inver Grove Heights	25 percent
3.	County	50 percent

B. ***Luminaire Power.*** West St. Paul and Inver Grove Heights will share equally in the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires at the following percentages:

1.	West St. Paul	50 percent
2.	Inver grove Heights	50 percent

C. ***Billing.*** The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul and Inver Grove Heights for their respective share of the costs.

D. ***Minor Signal Maintenance.*** The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. ***Minor Luminaire Maintenance.*** West St. Paul and Inver Grove Heights will share equally in the cost of cleaning the luminaire mast arm extensions, and maintaining the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary at the following percentages:

A. West St. Paul 50 percent
B. Inver Grove Heights 50 percent

Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

West St. Paul will perform the minor luminaire maintenance and bill Inver Grove Heights for its share of the costs.

F. ***Timing; Other Maintenance.***

1. The State will maintain the signing and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.

2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.

3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

G. ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.

2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

3. Malfunction of the EVP Systems must be reported to the State immediately.

4. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the West St. Paul and Inver Grove Heights receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP System will be determined by the State.

2.2. ***(System "B")*** Trunk Highway No. 952A (Robert Street) at Crusader Avenue
(System "C") Trunk Highway No. 952A (Robert Street) at Marie Avenue
(System "D") Trunk Highway No. 952A (Robert Street) at Lothenbach Avenue
(System "G") Trunk Highway No. 952A (Robert Street) at Emerson Avenue
(System "H") Trunk Highway No. 952A (Robert Street) at Moreland Avenue
(System "J") Trunk Highway No. 952A (Robert Street) at Bernard Street

A. ***Signal Power.*** West St. Paul will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems (including luminaires) and EVP Systems.

B. ***Minor Signal and Luminaire Maintenance.*** West St. Paul will be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or longer meets Institute of Traffic Engineers (ITE) standards for light output.

2. Clean the Signal System controller cabinet and service cabinet exteriors.

3. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

4. Clean the luminaire mast arm extensions.

C. ***Timing; Other Maintenance.***

1. The State will maintain the signing and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.

2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.

3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

D. ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.

2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

3. Malfunction of the EVP Systems must be reported to the State immediately.

4. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the West St. Paul and Inver Grove Heights receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP Systems will be determined by the State.

2.3. ***(System "E")*** Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 8 (Wentworth Avenue)
(System "I") Trunk Highway No. 952A (Robert Street) at County Road No. 4 (Butler Avenue)

A. ***Signal Power.*** West St. Paul and the County will share in the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

1.	West St. Paul	50 percent
2.	County	50 percent

B. ***Luminaire Power.*** West St. Paul will be 100 percent responsible for the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires.

C. ***Billing.*** The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul for its respective share of the costs.

D. ***Minor Signal Maintenance.*** The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. ***Minor Luminaire Maintenance.*** West St. Paul shall be responsible for the following at its cost:

1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

2. Clean the luminaire mast arm extensions.

E. ***Timing; Other Maintenance.***

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.

2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.

3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

F. ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.

2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. West St. Paul will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

3. Malfunction of the EVP Systems must be reported to the State immediately.

4. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the West St. Paul receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP Systems will be determined by the State.

2.4. ***(System "F")*** Trunk Highway No. 952A (Robert Street) at County Road No. 6 (Thompson Avenue)

A. ***Signal Power.*** West St. Paul and the County will share in the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

1.	West St. Paul	75 percent
2.	County	25 percent

B. ***Luminaire Power.*** West St. Paul will be 100 percent responsible for the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires.

C. ***Billing.*** The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul for its respective share of the costs.

D. ***Minor Signal Maintenance.*** The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. ***Minor Luminaire Maintenance.*** West St. Paul shall be responsible for the following at its cost:

1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

2. Clean the luminaire mast arm extensions.

E. ***Timing; Other Maintenance.***

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.

2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.

3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

F. ***EVP Systems Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.

2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

3. Malfunction of the EVP System must be reported to the State immediately.

4. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the West St. Paul receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP System will be determined by the State.

2.5. ***(System "K")*** Trunk Highway No. 952A (Robert Street) at Annapolis Street

A. ***Signal Power Hook-up*** St. Paul and West St. Paul will share in the hook-up cost and application to secure an adequate power supply to the service pad or pole at the following percentages:

1.	St. Paul	50 percent
2.	West St. Paul	50 percent

B. ***Signal Power Monthly Electrical Expenses*** St. Paul and West St. Paul will share in the monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

1.	St. Paul	50 percent
2.	West St. Paul	50 percent

C. ***Luminaire Power Monthly Electrical Expenses.*** St. Paul and West St. Paul will share equally monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires at the following percentages:

1.	St. Paul	50 percent
2.	West St. Paul	50 percent

West St. Paul will receive the bill for the hookup cost, signal and luminaire power monthly electrical expenses, and invoice St. Paul for its respective share of the expenses.

D. ***Minor Signal Maintenance.*** West St. Paul shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. ***Minor Luminaire Maintenance.*** St. Paul and West St. Paul will share in the costs equally at 50 percent each for the following:

1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

2. Clean the luminaire mast arm extensions.

West St. Paul will perform the minor luminaire maintenance and bill St. Paul for its respective share of the costs and expenses.

F. ***Timing; Other Maintenance.***

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.

2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.

3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

G. ***EVP Systems Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.

2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. St. Paul and West St. Paul will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

3. Malfunction of the EVP System must be reported to the State immediately.

4. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after St. Paul and West St. Paul receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP System will be determined by the State.

2.6. ***Interconnect.*** The State will maintain the interconnect from System "A" to System "K", including Gopher State One Call, at its cost. All timing and co-ordination will be done by State Forces.

3. ***Right of Way Access.*** Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

4. ***Related Agreements.***

4.1. This agreement will supersede and terminate Agreement No. 63935, dated May 8, 1987 between the parties for the intersections on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road); at Marie Avenue; at County State Aid Highway No. 8 (Wentworth Avenue); at County Road No. 6 (Thompson Avenue); at Emerson Avenue; at Moreland Avenue; at County Road No. 4 (Butler Avenue); at Bernard Street; and at Annapolis Street.

4.2. This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 81029R, dated February 13, 2001 between the State, the County, and South St. Paul for the intersection on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road). South St. Paul will be sent a letter of termination.

4.3. This agreement will supersede and terminate Agreement No. 85140, dated December 29, 2003 between the State, the County, and West St. Paul for the intersection on Trunk Highway No. 952A (Robert Street) at County Road No. 8 (Wentworth Avenue).

4.4. This agreement will supersede and terminate Agreement No. 62169, dated June 20, 1984 between the State, the County, and West St. Paul for the intersection on Trunk Highway No. 952A (Robert Street) at County Road No. 6 (Thompson Avenue).

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name/Title: Allan Espinoza, MnDOT Metropolitan District Traffic Engineering (or successor)
Address: 1500 County Road B2 West, Roseville, MN 55113
Telephone: (651) 234-7812
E-Mail: allan.espinoza@state.mn.us

5.2. The County's Authorized Representative will be:

Name/Title: Mark Krebsbach, Dakota County Engineer (or successor)
Address: 14955 Galaxie Avenue West, Apple Valley, MN 55124-8579
Telephone: (952) 891-7100
Fax: (952) 891-7127

5.3. West St. Paul's Authorized Representative will be:

Name/Title: Matt Saam, West St. Paul City Engineer (or successor)
Address: City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, MN 55118
Telephone: (651) 552-4130
Fax: (651) 552-4190

5.4. Inver Grove Heights Authorized Representative will be:

Name/Title: Tom Kaldunski, Inver Grove Heights City Engineer (or successor)
Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Telephone: (651) 450-2572
E-mail: tkaldunski@invergroveheights.org

5.5. St. Paul's Authorized Representative will be:

Name/Title: Paul St. Martin, St. Paul Assistant City Engineer (or successor)
Address: 800 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102
Telephone: (651) 266-6118
Fax: (651) 298-4559

6. Assignment; Amendments; Waiver; Contract Complete

6.1. ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State, the County, West St. Paul, Inver Grove Heights, and St. Paul. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County, West St. Paul, Inver Grove Heights, and St. Paul.

7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's, West St. Paul's, Inver Grove Heights, and St. Paul's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

The County, West St. Paul, Inver Grove Heights, St. Paul and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County, West St. Paul, Inver Grove Heights, and St. Paul under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by the County, West St. Paul, Inver Grove Heights, St. Paul, or the State.

11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination by Mutual Agreement

This Agreement may be terminated by mutual agreement of the parties.

13. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF WEST ST. PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CITY OF ST. PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

DAKOTA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____
(County Engineer)

Approved as to form:

By: _____
(Assistant City Attorney)

Approved:

By: _____
(Physical Development Director)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

AGENDA ITEM 4I

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

Approve Purchase of Capital Equipment

Meeting Date: October 13, 2014
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of purchase of capital equipment included in the approved 2014 budget.

SUMMARY

The attached memo from the Street Maintenance Superintendent presents cost information for the replacement of seven pieces of equipment approved for replacement in 2014. The attached proposal is based on the Minnesota State Cooperative Purchasing pricing. The prices shown include the trade-in value, sales tax and applicable fees.

I recommend approval of the capital equipment purchase that would be funded from the Central Equipment Fund.

SDT/kf

Attachment: Memo

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott Thureen, Public Works Director

FROM: Barry Underdahl, Street Superintendent

DATE: October 8, 2014

SUBJECT: 2014 Capital Equipment Purchases

The following equipment is proposed to be purchased in 2014 as previously discussed with the Mayor and City Council. This list is included in the 2014 budget as approved by City Council.

The acquisition costs listed are current state contract prices. The costs include trade-in values, sales tax and applicable fees.

The total acquisition costs are less than the total available budget currently in the replacement schedule for each division.

Street Division

		Budget	Acquisition Cost
#301	1999 F250 Pickup with plow	$39,361.00	$31,549.40
#316	2001 Ford F550 pickup with plow and sander	$72,827.00	$63,038.48
#317	1995 T12D Skidloader Trailer	$4,864.00	$7,186.37
#321	2004 Sterling Dump Truck with plow and sander	$235,220.00	$160,831.93

Parks Department

#511	2004 Chevrolet Pickup with Utility Box	$66,427.00	$53,378.20
#523	2001 John Deere Tractor with flail mower	$78,781.00	$68,224.49
#535	2006 Toro Groundsmaster Mower	$40,294.00	$45,431.23

Acquisition costs include current contract pricing, trade values, applicable taxes and fees. Final costs may change depending on contract dates, vehicle or equipment manufacturing cutoff dates, and taxes and/or fees at the time of purchase.

Utilities Division and Police Department vehicles were approved earlier this year and have been ordered.

AGENDA ITEM 4J

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

Consider Resolution Approving Assessment Deferral for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Kathy Fischer 651.450.2570
Prepared by:	Kathy Fischer, Support Specialist
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
	Other:

PURPOSE/ACTION REQUESTED

Consider a resolution approving special assessment deferral for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction. The City received one application for an assessment deferral on this project. The applicant meets the definition of hardship contained in the January 26, 2009, Council Resolution No. 09-13 which defines eligibility requirements.

SUMMARY

The City Council is asked to consider the attached resolution which approves the deferment. Pursuant to City policy, the annual principal installment, together with interest, will be deferred until the earlier of the following events:

- The subject property is no longer classified as a homestead for tax purposes.
- The eligible applicant dies.
- The eligible applicant no longer meets the eligibility requirements for a "hardship" as that term is defined by City Resolution No. 09-13.
- The subject property or a portion thereof is transferred, donated, sold or contracted to be sold.
- The subject property is split or otherwise subdivided.

When the deferment ceases, the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, become due and payable in the next calendar year with the real estate taxes. The remaining principal installments, if any, together with interest, are paid in the years as originally levied.

The Engineering Division recommends approval of the attached resolution.

KF

Attachments: Deferral application
Resolution

CITY OF INVER GROVE HEIGHTS
DEFERRAL OF SPECIAL ASSESSMENTS

The undersigned apply to the City of Inver Grove Heights for a deferral of a special assessment on City Project No. 2012-090

NAMES OF ALL OWNERS

Edith A. Davidson
2644 Borden Ct. E.

PHONE NUMBER

651-455-4933
651-683-1298 (wk)

☒ 65 years of age or older

☐ Permanent and Total (100%) Disability

☐ Active military service

The applicant(s) must provide written evidence of their status eligibility and attach a copy of their federal tax return for the year prior to the year the assessment is certified.

Owner Signature: Edith A. Davidson

Owner Signature: _____

Dated: 07-11-2014

Eligibility Requirements per Resolution No. 09-13

If the property is the homestead of the eligible applicant, if payment of the assessment would be a hardship (as defined below) for the owner of the property, and if one or more of the following conditions exist:

1. One or more of the owners of the property is 65 years of age or older; or
2. One or more of the owners of the property is retired by virtue of a permanent and total disability; or
3. One or more of the owners of the property is a member of the Minnesota National Guard or other military reserves who is ordered into active military service (as defined in Minnesota Statutes Section 190.05, subdivision 5(b) or 5(c)) as stated in the person's military orders.

"Hardship" shall be deemed to exist if (1) the average annual payments of principal and interest for all assessments levied against the property exceed one percent of the owner's adjusted gross income as filed in the owner's U.S. income tax return for the tax year prior to the year in which the assessment was certified; and (2) the total amount of the principal of the levied assessment exceeds $300.00. The "average annual payment" is the total principal of the levied assessment plus the interest that would be payable based on a declining principal balance during the number of years over which the principal assessment was originally spread with the sum of principal and interest then being divided by the number of years over which the principal assessment was originally spread.

Deferrals granted pursuant to this resolution shall terminate upon the occurrence of any of the following events:

(a) The death of the eligible owner provided that no other owner is otherwise eligible for the benefits under Resolution No. 09-13.
(b) The sale, transfer, donation or subdivision of the property or any part thereof.
(c) Contracting to sell, transfer or donate the property.
(d) The property no longer has its homestead status.
(e) The owner is no longer eligible for a deferral.
(f) The City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193 MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY OWNED BY EDITH A. DAVIDSON

RESOLUTION NO. _____

WHEREAS, Edith A. Davidson, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, according to the deed thereof on file and of record with the Office of Dakota County Recorder identified as Tax Parcel Number 20-81300-04-130 (Subject Property) and legally described as: Lot 13, Block 4, Valley Heights Addition.

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429 levied certain special assessments upon the Subject Property.

Four Thousand ($4,000.00) for City Project No. 2012-09D (65th Street Neighborhood and Cahill Ct. Street reconstruction) payable in ten (10) annual equal installments of $400.00, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (August 25, 2014) at an interest rate of 4.8%. The first annual installment is due in calendar year 2015 and the tenth and last installment is due in calendar year 2025.

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older; or an owner retired by virtue of a permanent and total disability; or an owner who is a member of the military as defined in Minnesota Statutes Section 190.05, for whom it would be a hardship to make the payments.

WHEREAS, pursuant to the above cited statute, the City has passed Resolution No. 09-13 which specifies the requisites that must be shown to constitute a hardship.

WHEREAS, applicant, Edith A. Davidson, has requested a deferment of the special assessments levied against the Subject Property.

WHEREAS, upon investigation and review, it appears that the applicant does, in fact, qualify for determent of special assessments levied against the Subject Property.

WHEREAS, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease. Minnesota Statute § 435.195 states:

> The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred to tax collection year 2015 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 4.8% per year from and after August 25, 2014.

2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.

3. If Edith A. Davidson dies, then the deferment of the special assessments shall cease.

4. If Edith A. Davidson no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, and amendments thereto, then the deferment shall cease.

5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.

6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.

7. The accrued interest at the rate of 4.8% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.

8. If the deferment ceases for the Subject Property prior to the year 2025, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

9. If the deferment ceases after calendar year 2025, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this 13th day of October 2014 by the City Council of Inver Grove Heights, MN.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

4K

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

Consider a Resolution Receiving the Petition Requesting a Mill and Overlay Project on Dawn Avenue from 78th Street to 80th Street

Meeting Date:	October 13, 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:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the petition seeking a mill and overlay project on Dawn Avenue from 78th Street to 80th Street.

SUMMARY

This action is in response to a petition received from residents along Dawn Avenue (see attached petition and area map). They have been in contact with the Engineering Division to express interest in the mill and overlay project. A review of the project area indicates that many property owners adjoining in this neighborhood have signed the petition in support of the street improvements.

This project will be reviewed as the pavement management program is prepared in the coming months. A project schedule will be developed and shared at a later date. This project would likely be considered for 2016.

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

TJK/kf
Attachments: Resolution
Petition
Map

DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA

RESOLUTION RECEIVING PETITION TO THE CITY FOR A MILL AND OVERLAY PROJECT ON DAWN AVENUE FROM 78TH STREET TO 80TH STREET

RESOLUTION NO. _____

WHEREAS, a valid petition has been received from property owners adjacent to Dawn Avenue, between 78th Street East and 80th Street East, requesting a bituminous mill and overlay for that street segment; and

WHEREAS, funding for the Pavement Management Program (PMP) is proposed to increase as part of the proposed 2015 General Fund budget; and

WHEREAS, the scope of the annual PMP is dependent on the budget; and

WHEREAS, the five-year Pavement Management Program Capital Improvement Program (CIP) will be updated based on the approved 2015 General Fund budget.

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

1. The petition is received.

2. Once the PMP CIP is updated and approved, authorization for preparation of a feasibility for a project including the petitioned street segment will be brought before the City Council.

Adopted this 13th day of October 2014 by the City Council of Inver Grove Heights, MN

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

TOM, FYI

September 29, 2014

To: City of Inver Grove Heights

Scott Thureen, Director of Public Works

Barry Underdahl, Superintendent of Street Maintenance

Kristi Smith, Director of Finance

Cc list: on Page 2

Re: Petition to improve two blocks of Dawn Avenue

My family has lived in IGH for over 40 years, the last 18 years on Dawn Ave. between 80th and 78th street. Over those 18 years we have continually seen our street deteriorate. Although I am not telling you anything new what is disturbing is in the last two years Dawn Ave has been ground and overlaid north of 78th and south of 80th leaving two blocks without repair except for the annual spring patching.

Neighbors, including myself, do not remember when we had anything except patching to these two blocks. I visited with a city engineer in 2013 and was told that maybe, depending upon funding priorities we'd see an overlay and not just another annual patch job. The overlay didn't happen but in 2013 it did occur north of 78th and south of 80th. I visited again in 2014 and talked to an engineer at the front information counter. He told me we are not to expect any overlay improvement in the next 5 years. Availability of money in the budget was the explanation. However another 5 years or more with only patching is not acceptable. We have Metro Transit Bus traffic every half hour on weekdays and approximately once an hour on weekends creating more wear to the surface of the street. Has the Met Council been asked to contribute dollars since they use the street frequently with bus traffic? When Concord Street was being improved, approximately 5 years ago, we had a significant number of large eighteen wheelers detouring onto Dawn Ave. Those too deteriorated our street but again only patching was done.

If you look at the petition you will find 100% of the home owners signed our petition and agree we need a surface grinding and overlay as soon as possible.

We will keep following up with your office for an explanation why these two blocks only get patching while the rest of Dawn Avenue received an overlay within the last two years and looks very nice.

We are not asking for any major work but a simple grind and overlay would be very beneficial to lengthening the life of the street and improve the look and feel of the neighborhood.

The neighbors would appreciate an explanation.

Date: SEPTEMBER 2014

PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

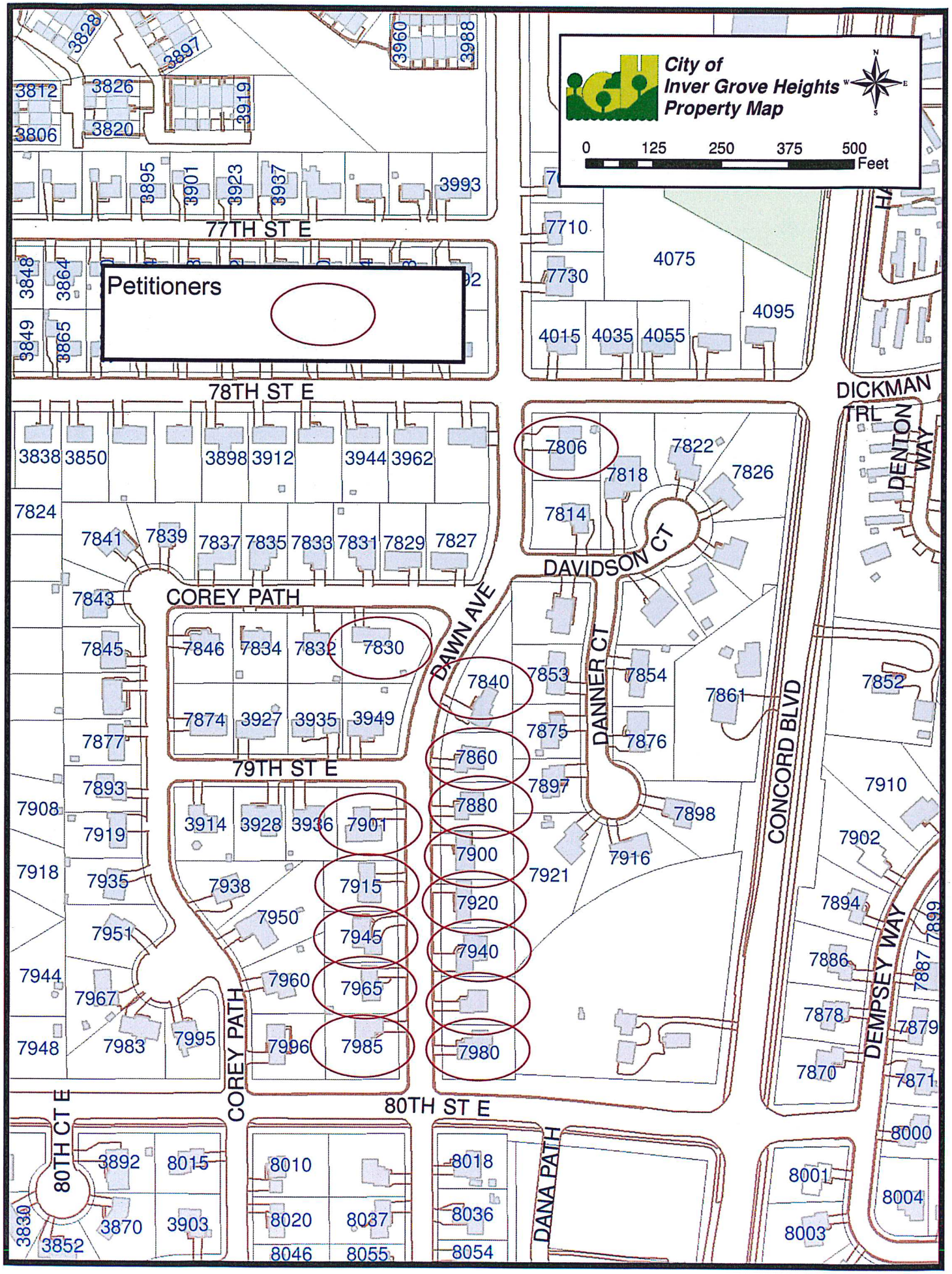
- [x] Bituminous Surfacing GRIND & OVERLAY ONLY
- [ ] Grading
- [ ] Concrete Surfacing
- [ ] Installation of Curbs and Gutters
- [ ] Construction of Water Mains and Necessary Appurtenances therein
- [ ] Construction of Storm Sewer and Necessary Appurtenances therein
- [ ] Construction of Sanitary Sewer and Necessary Appurtenances therein
- [ ] Construction of Sidewalks Therealong
- [ ] Installation of Street Lighting Therealong
- [x] Other (Specify): GRIND AND OVERLAY ONLY

DESCRIPTION OF STREET OR WORK AREA:

DAWN AVE BOTH TO THE NO. OF 78TH ST. AND SO. OF 80TH ST. WERE GROUND & OVERLAID C. 2012 & 2013. TWO (2) BLOCKS OF DAWN AVE BETWEEN 78TH & 80TH HAVE BEEN PATCHED & REPATCHED FOR MORE YEARS THAN ONE CAN REMEMBER. CITY BUSES HAVE A SCHEDULED ROUTE EVERY 30-40 MINUTES MONDAY - FRIDAY MAKING THE SURFACE WORSE. PATCHING IS NO LONGER A SOLUTION. MET COUNCIL SHOULD ASSIST IN PAYING FOR THIS IMPROVEMENT.

Owner Signature	P.I.D. or Property Description	Frontage
1. Donald H. Olson Name 7860 DAWN AVE Address	NOT NEEDED 20- P.I.D. No. Property Description	Feet
2. Eddie Loo Name 7901 DAWN AVE Address	20- P.I.D. No. Property Description	Feet
3. Kathy Mallick Name 7915 Dawn Ave Address	20- P.I.D. No. Property Description	Feet
4. LARRY MIKE Name 7880 DAWN AVE Address	20- P.I.D. No. Property Description	Feet

Owner Signature	P.I.D. or Property Description	Frontage
5. Denise Deane Name 7940 Dawn Ave E&H Address	20- P.I.D. No. Property Description	Feet
6. Mike Casmoua Name 7960 Dawn Ave Address	20- P.I.D. No. Property Description	Feet
7. Charlie Jones Jr Name 7980 DAWN AVE. I.G.H Address	20- P.I.D. No. Property Description	Feet
8. Susan Hoffman Name 1985 Dawn Ave I&H Address	20- P.I.D. No. Property Description	Feet
9. Dawn Anderstetter Name 7965 DAWN AVE Address	20- P.I.D. No. Property Description	Feet
10. Richard Hahn Name 7945 Down Ave Address	20- P.I.D. No. Property Description	Feet
11. Name Address	20- P.I.D. No. Property Description	Feet
12. Ken W. Cy Name 7920 Dawn Ave Address	20- P.I.D. No. Property Description	Feet
13. Jim Some Name 7900 Dawn Ave Address	20- P.I.D. No. Property Description	Feet
14. Jon Kosman Name 7840 Dawn Ave. Address	20- P.I.D. No. Property Description	Feet
15. Kevin M. Eisen Name 7806 Dawn Ave Address	20- P.I.D. No. Property Description	Feet
16. Name Address	20- P.I.D. No. Property Description	Feet


City of
Inver Grove Heights
Property Map
0 125 250 375 500
Feet
Petitioners
77TH ST E
78TH ST E
79TH ST E
80TH ST E
COREY PATH
DAWN AVE
DAVIDSON CT
DANNER CT
CONCORD BLVD
DICKMAN TRL
DENTON WAY
DEMPSEY WAY
80TH CT E
DANA PATH
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CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider a Resolution Receiving the Petition for Sewer and Water Extension and to Add and Incorporate into the Feasibility Report for City Project No. 2015-09E - 47th Street and Neighborhood Street Reconstruction

Meeting Date:	October 13, 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:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the petition for sewer and water extension and to add and incorporate in the feasibility report for City Project No. 2015-09E - 47th Street and Neighborhood Street Reconstruction.

SUMMARY

The two lots, PID No. 205360000020 and 205035003300, in the southwest and southeast corner of 49th Street and Brent Avenue should now be added to the feasibility report for consideration for sewer and water extension for City Project No. 2015-09E – 47th Street and Neighborhood Street Reconstruction.

Preparation of the feasibility report was authorized by Council on August 11, 2014 in response to a neighborhood petition. The engineering consultant SEH was approved for engineering services at the September 22, 2014 Council meeting. The two lots had petitioned for sewer and water extension during the Ullrich Addition development submittals. The developer of the Ullrich Addition, Jeff Leyde, has decided to use a standard development contract with a sewer and water design served by Bryce Avenue utilities. Therefore, these two lots on Brent Avenue will need to seek sewer and water extension through the 2015-09E project.

Expenses related to the sewer and water improvements to serve the two respective properties will be included in the feasibility report. The two benefitting properties will need to agree to pay one-hundred percent of the new utility improvements to serve the properties per the assessment policy.

The feasibility study will present the recommended construction method, the estimated cost and assessments. I recommend passage of the resolution accepting the petition for sewer and water extension and to add and incorporate into the feasibility report for City Project No. 2015-09E - 47th Street and Neighborhood Street Reconstruction.

TJK/swd
Attachments: Resolution
Petition
Project Map (Updated)

DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA

RESOLUTION RECEIVING PETITION FOR SEWER AND WATER EXTENSION AND TO ADD AND INCOROPORATE INTO THE FEASIBILITY REPORT FOR THE 2015 PAVEMENT MANAGEMENT PROGRAM, AS PETITIONED TO THE CITY OR INITIATED BY THE CITY COUNCIL FOR CITY PROJECT NO. 2015-09E – 47TH STREET AND NEIGHBORHOOD STREET RECONSTRUCTION

RESOLUTION NO. _____

WHEREBY, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 109EB.201 and 109EB.251 as follows:

Project No.	**Improvements**
2015-09E	47th Street and Neighborhood Street Reconstruction

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

1. The petition to extend sewer and water to two parcels on 49th Street East is received.

2. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted this 13th day of October 2014 by the City Council of Inver Grove Heights, MN

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Date: 3/7/14

PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- ☐ Bituminous Surfacing
- ☐ Grading
- ☐ Concrete Surfacing
- ☐ Installation of Curbs and Gutters
- ☒ Construction of Water Mains and Necessary Appurtenances therein
- ☐ Construction of Storm Sewer and Necessary Appurtenances therein
- ☒ Construction of Sanitary Sewer and Necessary Appurtenances therein
- ☐ Construction of Sidewalks Therealong
- ☐ Installation of Street Lighting Therealong
- ☐ Other (Specify): _____

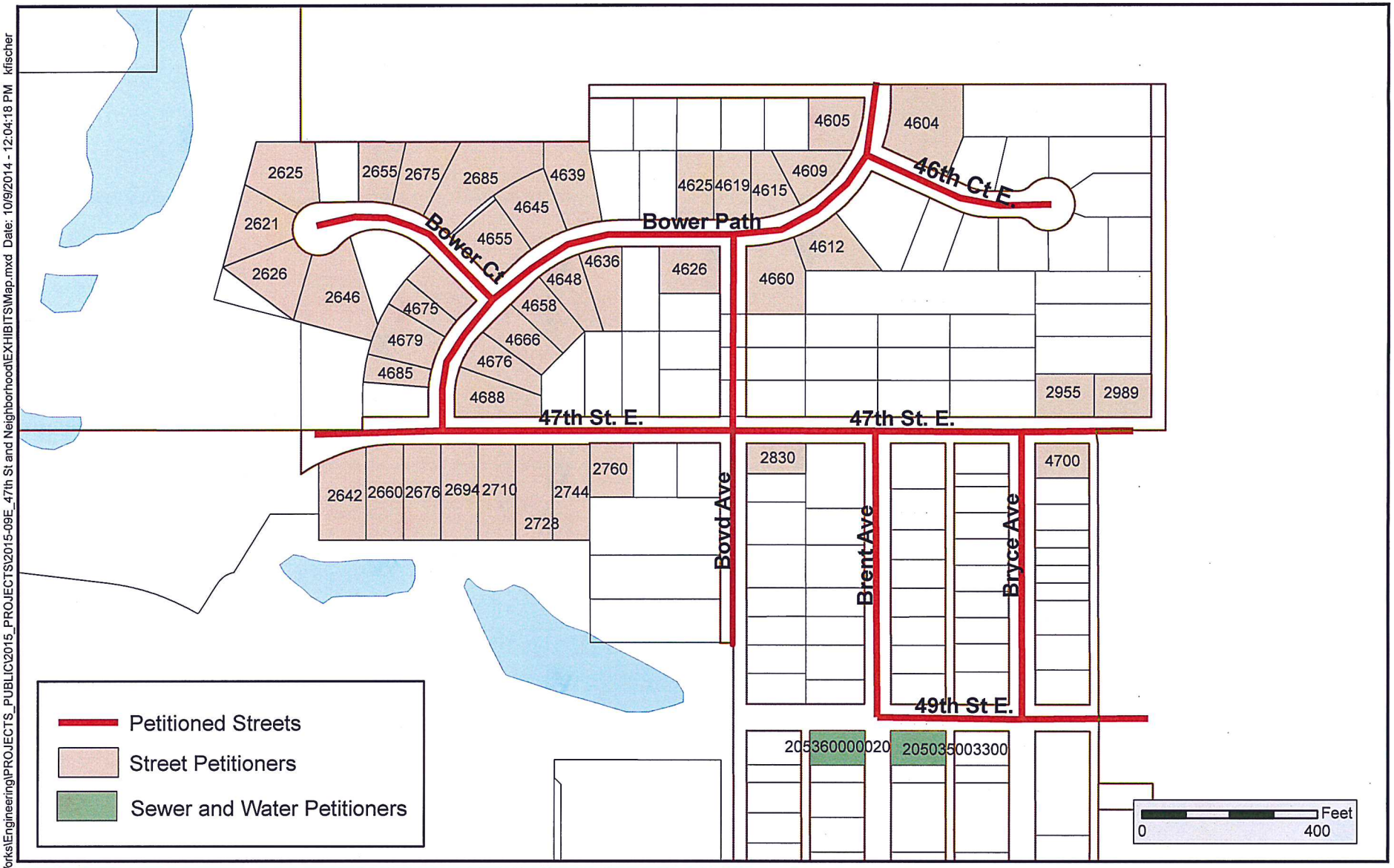
DESCRIPTION OF STREET OR WORK AREA:

_____

_____

Owner Signature	P.I.D. or Property Description	Frontage
1. Eleanor Schmandt Name 800 94th Ave So SSP Address	20- 53600-00-020 P.I.D. No. All of Lots 29 & 30 Block 3 Nabersberg Addition Property Description	125 Feet
2. Eleanor Schmandt SSP Name Address	20- 50350-03-300 P.I.D. No. Lots 1 & 2 OAKLAND PARK Property Description	125 Feet
3. _____ Name Address	20- _____ P.I.D. No. Property Description	_____ Feet
4. _____ Name Address	20- _____ P.I.D. No. Property Description	_____ Feet

EXHIBIT 1



Map produced by the City of Inver Grove Heights
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Petitioned City Project No. 2015-03
47th Street Neighborhood Street and Utilities

City of Inver Grove Heights, MN

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

10/9/14

Document Path: Y:\PublicWorks\Engineering\PROJECTS_PUBLIC\2015_PROJECTS\2015-09E_47th St and Neighborhood\EXHIBITS\Map.mxd Date: 10/9/2014 - 12:04:18 PM kfischer

AGENDA ITEM 4M

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

Consider Approval of Therapeutic Massage Licenses

Meeting Date: October 13, 2014
Item Type: Consent
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: Consider approval of applications by Megan Jesse for an individual therapeutic massage license to contract for business at Salon Fusion, 3105 65th St. and by Enrique Solano for an individual therapeutic massage license to contract for business at Relax N Tan, 5858 Blaine Ave. E.

SUMMARY:

Ms. Jesse and Mr. Solano applied for individual therapeutic massage licenses to provide therapeutic massage services at existing licensed businesses in the City, Salon Fusion and Relax N Tan. Both applicants completed the required number of hours of therapeutic massage training, provided the requisite insurance certificates, and are members in good standing of a recognized professional therapeutic massage organization. Background investigations were completed by the Police Department and no basis for the denial of either application was found.

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	October 13, 2014
Item Type:	Consent
Contact:	Joe Lynch, City Administrator
Prepared by:	Amy Jannetto, H.R. Coordinator
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Fitness – Adriene Thornton, Lloyd Jones, Recreation – Melissa Wells, Aquatics – Robert Overturf, Larisa Larson-Aguirre, George Maya, Shelby Habeck, Brandon Mills, Patrick Egging, Connor Cress,

Please confirm the termination of seasonal/temporary employment of: Aquatics – Natasha Kneer, Joseph Harrington, Recreation – Samuel Bauer, Jacob Hiti, William Holcomb, Hanna Johnson, Becky Krueger, Samuel Morisset, Emma Russ, Scott Sieling, Public Works – Jeffrey Jackson, Samuel Nicholas, Anna Biljan, Patrick O'Neil, Brady Nelson, Joseph Skora, Parks – Thomas Auge, Ryan Boris, Seth Boris, Matthew Gilbertson, Zachary Gill, Brooks Helling, Travis Helling, Benjamin Kocer, Devon Lawrence, Nicholas Osborn, Thomas Osborn, Jack Spadafore, Sadie Webb, Michael Winberg, Fitness – Robyn Deusterman, Daniel Levine, Mindy Shulfter, NicholasTolsma, Colleen Vickerman, Malorie Larsen.

Please confirm the employment of: James Agunsoye, GIS Technician and Joe Remackel, Park Maintenance Worker.

Please confirm the separation of employment of: Joe Boche, Police Officer.

AGENDA ITEM _____

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

BENNETT BENSON – Case No. 14-33V

Meeting Date: October 13, 2014
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Variance** to allow two detached accessory structures on a property whereas one is the maximum allowed for the property located at 5906 Asher Avenue (tabled from the September 22, 2014 meeting).

- Requires a 3/5th's vote.
- 60-day deadline: October 14, 2014 (first 60-days)

SUMMARY

This item was discussed at the September 22, 2014 City Council meeting. The request was tabled for staff to research Council actions on similar requests.

The applicant's request is to allow two detached accessory buildings on the property whereas one is the maximum allowed. The property is .46 acres in size, zoned R-1B, single family. The applicants are in the process of constructing a new, larger accessory building on the property and they would like to keep the existing smaller shed. If the existing shed was 120 square feet (10' x 12') or less it would be exempt from building code and the maximum number of accessory buildings allowed on a property. In this case the shed is 144 square feet (12'x12') in size.

Staff researched previous variance requests to allow a second accessory building on a residential property. The Council reviewed one request earlier this year and then staff had to go back to 2005 to find the next similar request.

2014: Case No. 14-18V Thomas Millan 3183 70th Street
Approved: allow two accessory buildings: 621 sq ft and 324 sq ft
.26 acres in size, zoned R-1C

2005: Case No. 05-65V Ronald Ruiz 2462 53rd Street
Approved: allow two accessory buildings: 950 sq ft and 192 sq ft
.35 acres in size, zoned commercial PUD

The Council has approved two requests over the last 10 years relating to the number of accessory buildings allowed on a residential property. Attached for your information are the approval resolutions.

The previous paragraphs provide the City Council additional information to make their determination on the variance request.

Attachments: Two Previous Approval Resolutions
Denial Resolution
9-22-14 CC packet

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14- 97

RESOLUTION APPROVING A VARIANCE TO ALLOW TWO DETACHED ACCESSORY BUILDINGS WHEREAS ONE IS ALLOWED IN THE R-1C ZONING DISTRICT

CASE NO. 14-18V
Thomas Millan

Property located at 3183 70th Street and legally described as follows:

Lot 12 Block 7, South Grove No. 11, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow two detached accessory buildings on the property whereas one is allowed in the R-1C zoning district;

WHEREAS, the afore described property is zoned R-1C, Single Family 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 June 3, 2014 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

a. The property does not have an attached garage.

b. An accessory building is a typical improvement for a residential property and the structure does not appear to have any adverse impacts on neighboring properties.
c. Aesthetically the proposed location of the structure would meet setbacks and would not be visible from the road.
d. The request is in harmony with the general purposes and intent of the City Ordinance and is consistent with the Comprehensive Plan.
e. The majority of new homes are constructed with an attached garage and then allowed a detached accessory building up to 1,000 square feet in size. The size of the two accessory buildings together on the applicant's property would be less than 1,000 square feet, complying with the maximum size typically allowed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow two detached accessory buildings is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. A grading/erosion control plan shall be required at the time of the building permit application; this shall include drainage swales around the building.

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 23rd day of June, 2014.

George Tourville

George Tourville, Mayor

Ayes: 5
Nays: 0

ATTEST:

Melissa R. Kennedy

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 05-187

RESOLUTION APPROVING VARIANCE TO ALLOW A SECOND ACCESSORY STRUCTURE AT 2462 – 53RD STREET EAST

CASE NO. 05-55V

WHEREAS, an application has been received for a Variance to allow a second accessory structure on property legally described as:

Lot 2, Block 3, Kassan Ridge Inver Grove, Dakota County, MN; and

WHEREAS, the aforedescribed property is zoned Commercial PUD; and

WHEREAS, the aforedescribed property is currently used as a single family residence and therefore according to Section 515.80, Subd. 22 (D) of the City Code is required to be regulated by the standards found in the R-1C Zoning District (Section 515.80, Subd. 8); and

WHEREAS, the R-1C Zoning District (City Code Section 515.80, Subd. 8) only allows one detached accessory structure on a lot and the subject property already has a detached accessory structure; and

WHEREAS, Variances may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) 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 Section 515.40, Subd. 3; and

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 4, 2005, in accordance with City Code Section 515.40, Subd. 3; and

WHEREAS, a hardship was found to exist, not based on economic reasons. Rather, the hardship is due to several facts including the isolated nature of the subject property's neighborhood within a commercial district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the requested Variance is hereby approved.

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 10th day of October, 2005.

Ayes: 5
Nays: 0

George Tourville, Mayor

ATTEST:

Catherine Iago, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW TWO DETACHED ACCESSORY BUILDINGS ON A RESIDENTIAL PROPERTY WHEREAS ONE IS THE MAXIMUM ALLOWED

CASE NO. 14-33V
Benson

WHEREAS, an application for a Variance has been submitted for the property located at 5906 Asher Avenue and legally described as:

Lot 2 Block 2, Knollwood Heights, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow two detached accessory buildings whereas one is allowed in the R-1 districts;

WHEREAS, the aforedescribed property is zoned R-1B, Single-family 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 September 16, 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 variance. The property would still function as a residential use.

2. Approval of the variance could set a precedent for the number of accessory buildings allowed on an R-1 property.

3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; allowing two accessory buildings may be considered a convenience to the applicant, not a practical difficulty. Additionally, the applicants have an attached garage and are allowed an accessory building up to 1,000 square feet in size.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow two detached accessory buildings is hereby denied. The 12'x12' shed shall be removed or reduced to 120 square feet or less, thus being exempt from code.

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 13th day of October, 2014.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS REQUEST FOR COUNCIL ACTION

BENNETT BENSON – Case No. 14-33V

Meeting Date: September 22, 2014
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Variance** to allow two detached accessory structures on a property whereas one is the maximum allowed for the property located at 5906 Asher Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: October 14, 2014 (first 60-days)

SUMMARY

The property is zoned R-1B, Single-Family Residential and .46 acres in size. The applicant is requesting to allow two detached accessory buildings on the property whereas one is the maximum allowed. The property currently has an attached garage and a 12' x 12' detached shed. The applicants are in the process of constructing a new, larger accessory building on the property and they would like to keep the existing shed. The applicant's property is located in a developed neighborhood with trees surrounding the property. Both accessory buildings are located along the northern property line. If the existing shed was 120 square feet or less it would be exempt from building code and the maximum number of accessory buildings allowed on a property. In this case the structure is 144 square feet in size thus not meeting the intent of zoning code requirements.

Variances may be granted when the applicant establishes there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the variance request to allow two accessory buildings could set a precedent for other similar requests. The zoning code requirements do not preclude the homeowner from reasonable use of the property as they have an attached garage and are allowed an accessory building up to 1,000 square feet in size.

Planning Staff: Staff believes the applicant did not identify a practical difficulty. Based on the information provided staff recommends denial of the variance with the findings listed in the attached resolution.

Planning Commission: At the September 16, 2014 public hearing, the Planning Commission moved the request forward without a motion. A motion to approve the variance failed on a 4/5 vote.

Attachments: Denial Resolution
Planning Commission Recommendation
Approval from the neighbor to the north
Planning Staff Report

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 16, 2014

SUBJECT: **BENNETT BENSON – CASE NO. 14-33V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to allow two detached accessory buildings on the property whereas one detached accessory building is allowed, for the property located at 5906 Asher Avenue. 6 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is zoned R-1B, Single-Family Residential. The applicant is requesting to allow two detached accessory buildings on the property whereas one is allowed. The property currently has an attached garage and a 12' x 12' detached shed. The applicants are in the process of constructing a new, larger accessory building on the property and they would like to keep the existing shed. The applicant's property is located in a developed neighborhood with trees surrounding the property; both sheds are located along the northern property line. If the existing shed was 120 square feet or less it would be exempt from building codes and the maximum number of accessory buildings allowed on a property. In this case the structure is 144 square feet in size. Staff recommends denial of the request due to lack of a practical difficulty. Staff received two letters of support from residents living across the street from the subject property.

Commissioner Simon asked staff to discuss impervious surface.

Ms. Botten advised that the applicant would not be exceeding the maximum impervious surface allowed, even with the second accessory structure.

Commissioner Robertson asked if staff received any feedback from the neighbor to the north.

Ms. Botten replied they had not.

Commissioner Scales asked if a variance to allow a second accessory structure would not have been necessary had the applicant's existing shed been 10' x 12' rather than 12' x 12'.

Ms. Botten replied in the affirmative.

Commissioner Robertson asked when this home was built, stating the Planning Commission recently heard a similar request regarding a home in an older residential area.

Ms. Botten replied that she was unsure of when the house was built; however, she believed the

request being referred to was different as it did not have an attached garage.

Opening of Public Hearing
Bennett Benson, 5906 Asher Avenue, advised he was available to answer any questions.

Char Hark asked if the applicant if he read and understood the report.

Mr. Benson replied in the affirmative. He presented a letter of support from his neighbor to the north who would be most impacted by the request.

Chair Hark received the letter.

Mr. Benson stated that the existing shed tied in with his fence and was an integral part of enclosing his dogs in his back yard. Also, the existing shed was built on a cement pad and the structures would be mostly hidden by trees on the north, east, and south and only minimally visible from the east.

Commissioner Gooch asked where the driveway to the new garage would be located.

Mr. Benson replied that he did not plan on installing a driveway as he would not be driving vehicles into the building, with the exception of lawn mowers and motorcycles.

Commissioner Robertson asked the applicant if he planned on having an entry to the new garage.

Mr. Benson replied in the affirmative, stating he planned to have a 4' x 15' slab in front of the new shed.

Commissioner Robertson asked if the additional impervious surface for the entry would affect the maximum impervious surface.

Ms. Botten replied that the entry slab would factor into the total amount of impervious surface on the property; however, they would still be under the 5,100 square feet of hard surface allowed.

Commissioner Maggi asked the applicant how long he had lived in his home.

Mr. Benson replied that the house was built in 1961 and he has lived there since 1997.

Commissioner Simon asked the applicant how he got to his shed, stating she saw vehicle tracks.

Mr. Benson replied that there was a gate between the house and the existing shed, and the tracks were from the construction vehicles.

Chair Hark closed the public hearing.

Planning Commission Discussion
Chair Hark stated this was a difficult request because had the shed been only two feet smaller a variance would not be necessary; however, the zoning code required a practical difficulty.

Commissioner Robertson was concerned about the precedent this would set; especially when she was aware that this type of request may arise again and the fact that the City had codes in place to address them.

Commissioner Scales stated that he supported the request and did not think the intent of the code was to force a homeowner to remove a shed because of two extra feet. He advised that the Planning Commission recently recommended approval of a similar request for two detached structures on a smaller lot.

Commissioner Lissarrague stated it was a bigger nuisance to have the homeowner remove the existing shed, leaving only a slab, than to leave the shed in place.

Planning Commission Recommendation
Motion by Commissioner Scales, second by Commissioner Klein, to approve the request for a variance to allow two detached accessory buildings on the property whereas one detached accessory building is allowed, for the property located at 5906 Asher Avenue.

Commissioner Wippermann was concerned about the precedent this would set and the potential for the variance requests to get larger.

Motion failed (4/5 – Maggi, Wippermann, Robertson, Simon, Hark). This item goes to the City Council on September 22, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 10, 2014 **CASE NO.:** 14-33V

HEARING DATE: September 16, 2014

APPLICANT AND PROPERTY OWNER: Bennett Benson

REQUEST: Variance to allow two accessory buildings on the property whereas one is allowed by code

LOCATION: 5906 Asher Avenue

COMP PLAN: LDR, Low Density Residential

ZONING: R-1B, Single-family Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting to allow two detached accessory buildings on the property whereas one is allowed by code in the R-1 district. The property currently has a 12'x12' detached shed. The applicants are constructing a new, larger accessory building on the property and they would like to keep the existing shed. The applicants recently received a building permit for an 864 square foot garage to be located on the property with the condition that a variance be requested and if it is denied the existing shed would have to be removed or reduced to 120 square feet or less, thus being exempt from the code.

SPECIFIC REQUEST

The following specific application is being requested:

A.) A **Variance** to allow two detached accessory buildings whereas one is allowed by code

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

North, South, West and East-	Single-family; zoned R-1B; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

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 existing shed would be exempt from the total number of structures allowed on a property if it was 120 square feet or less; in this case the structure is 144 square feet which does not meet the intent of the zoning ordinance. The accessory buildings on the property would meet all other setback and zoning requirements including building materials and impervious surface. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

   The number of accessory buildings allowed on the property is not precluding the homeowner from reasonable use of the land as the property has an attached garage and is allowed one accessory building up to 1,000 square feet in size.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

   The property is not unique; the single-family lot is .46 acres in size. The code allow for lots larger than 5 acres in have more than one accessory building. The property has an attached garage and is allowed one detached structure up to 1,000 square feet.

4. *The variance will not alter the essential character of the locality.*

   The applicants' property is located in a developed neighborhood with mature trees surrounding the property. The location of both sheds would be along the northern property line, behind the attached garage, screened from most views.

5. *Economic considerations alone do not constitute an undue hardship.*

   Economic considerations do appear to be a basis for this request. The property owner would have to remove the shed or reduce the size by 24 square feet to comply with ordinance requirements.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the variance to allow two accessory buildings to be acceptable, the Commission should recommend approval of the request 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 structures shall not be used for commercial uses or storage related to a commercial use.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for the number of accessory buildings allowed on an R-1 property.
3. Staff does not believe there are practical difficulties in complying with the official control as the applicants have an attached garage and are allowed an accessory building up to 1,000 square feet in size.

RECOMMENDATION

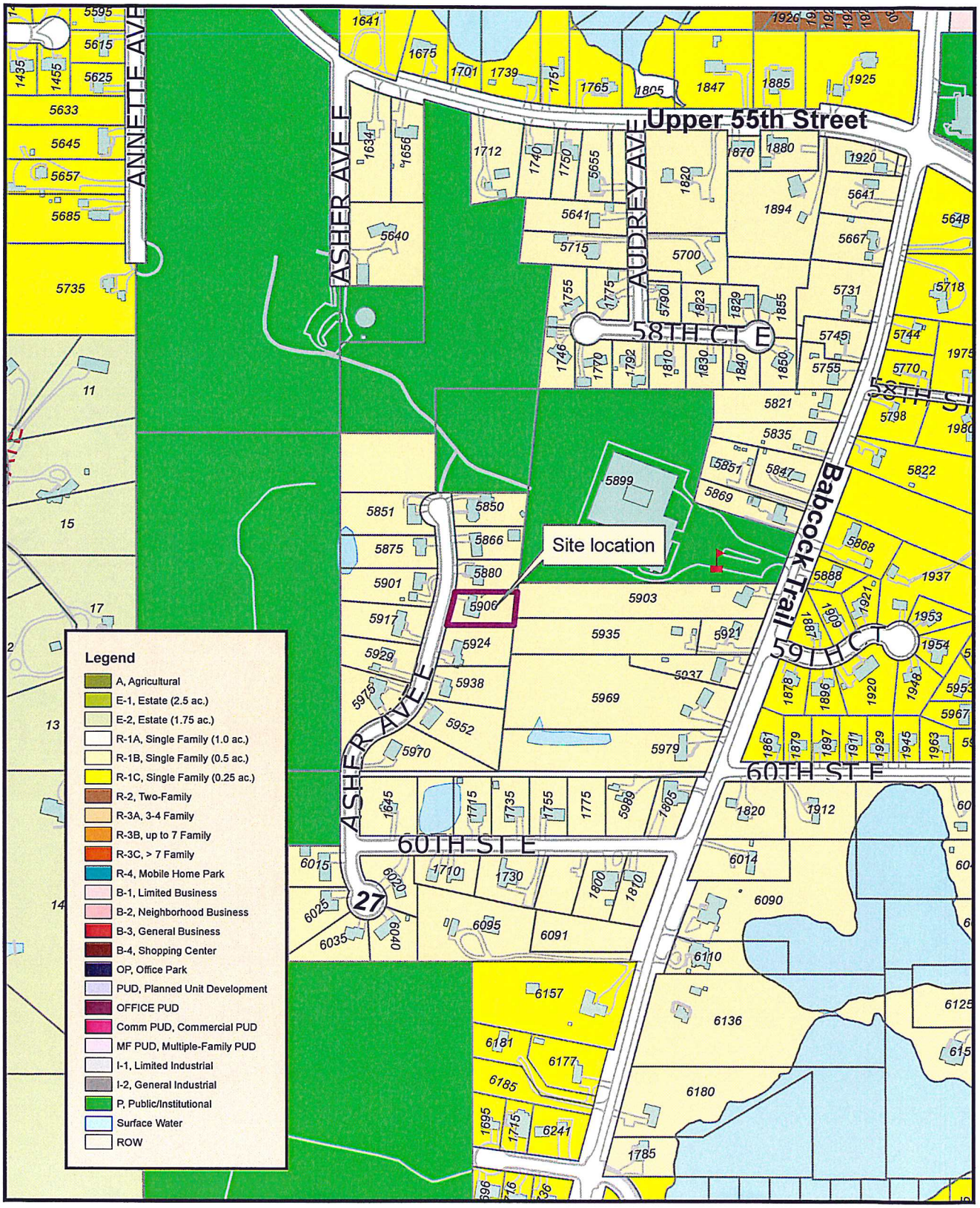
Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Narrative
Exhibit C - Site Plan
Exhibit D – Approval from neighbors across the street

Map not to scale

Bennett Benson
Case No. 14-33V



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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

To the Planning Commission, Inver Grove Heights:

Re: Variance Application for 5906 Asher Ave., Inver Grove Heights, MN 55077

From Bennett Benson and Charleen Fenick, Owners

Plan: Building new 24' X 36' garage/storage structure in the NE corner of the ½ acre property located at 5906 Asher Ave, in Inver Grove Heights. There is currently a smaller 12' X 12' structure existing on the north side, much closer to the house. It is on a cement slab, and well constructed, framed and vinyl sided, roofed with a small cement ramp. There is also a small canvas shed with no foundation, that WILL be removed. We are applying for a variance to keep the small 12'X12' shed in place for our lawn mowers and gas cans, in order to keep the smell and mess out of the new garage/storage building. The smaller structure currently matches the house with same color scheme on siding and roof so to blend in nicely on the property. The new structure will also have same color scheme and is being built by reputable builders as a solid permanent structure for storage of mopeds, motorcycle, trailer, and other yard and hobby items, etc... No business will ever be conducted on the property.

The current smaller shed is 5' away from the fence and approx 7' from the property line. The new building will line up the same, with room for riding lawn mower to get through behind both structures.

Our property is a half acre and even with the two structures there is plenty of lawn area so the lot does not look crowded.

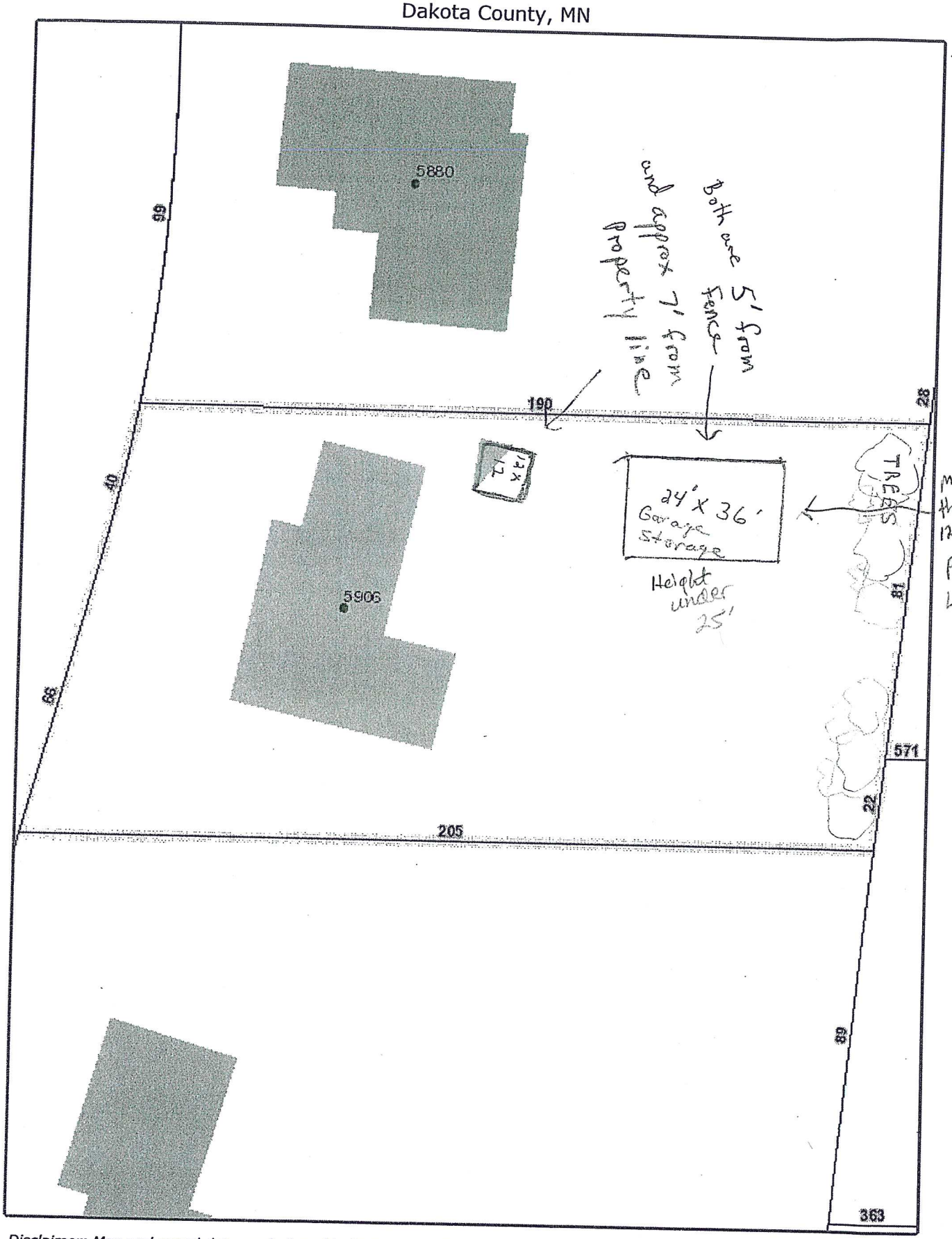
We respectfully hope you will consider this request for variance, to allow us to keep our smaller shed that only exceeds the code by 24 sq ft.

Thank you so much,

Bennett and Charlie

B

Dakota County, MN



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification. Dakota County assumes no legal responsibility for the information contained in this data.

Map Scale
1 inch = 32 feet
8/14/2014

C

5906 Asher

To Our Neighbors surrounding 5906 Asher Ave, Inver Grove Heights, MN 55077

From Bennett Benson & Charlie Fenick

Re: Variance request from City of Inver Grove Heights, MN

Hello Neighbors,

Bennett & I are having a 24' X 36' 2 story garage/storage building built in the NE corner of our ½ acre property. It is strictly for our personal use, and no business use.

We want to keep the existing small 12'X12' shed where it is, so we have to apply for a variance from the city. We are to make the surrounding neighbors aware of our plans, and to be sure there are no objections.

We would appreciate it if you could write a short note addressed to the City of IGH, letting them know that you have no objections. You can give those to us to bring to the city or send it to them directly.

Please let Bennett or I know if you have any questions or objections, so we can address them.

Thank you so much,

Charlie

Charlie & Bennett

5906 Asher Ave

IGH, MN 55077

651 453-9755

5851 Asher Ave

Don't Care

Connie

D

To Our Neighbors surrounding 5906 Asher Ave, Inver Grove Heights, MN 55077

From Bennett Benson & Charlie Fenick

Re: Variance request from City of Inver Grove Heights, MN

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We would appreciate it if you could write a short note addressed to the City of IGH, letting them know that you have no objections. You can give those to us to bring to the city or send it to them directly.

Please let Bennett or I know if you have any questions or objections, so we can address them.

Thank you so much,

Charlie & Bennett

5906 Asher Ave

IGH, MN 55077

Dana & Darlene Jackson
OK 5901 ASHER

D

To Our Neighbors surrounding 5906 Asher Ave, Inver Grove Heights, MN 55077

From Bennett Benson & Charlie Fenick

Re: Variance request from City of Inver Grove Heights, MN

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We want to keep the existing small 12'X12' shed where it is, so we have to apply for a variance from the city. We are to make the surrounding neighbors aware of our plans, and to be sure there are no objections.

We would appreciate it if you could write a short note addressed to the City of IGH, letting them know that you have no objections. You can give those to us to bring to the city or send it to them directly.

Please let Bennett or I know if you have any questions or objections, so we can address them.

Thank you so much,

Charlie + Bennett

Charlie & Bennett

5906 Asher Ave

IGH, MN 55077

Fine with me

Ken Preimer

5880 Asher Ave (Next door neighbor to the north)

AGENDA ITEM _____

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

JAMES FROME - Case No. 14-39C

Meeting Date: October 13, 2014
Item Type: Regular Agenda
Contact: Heather Botten 651.450.2554
Prepared by: Heather Botten, Associate 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 relating to a **Conditional Use Permit** (CUP) and Stormwater Facilities Maintenance Agreement to allow impervious surface above the maximum amount but within the additional 10% of lot area allowed with a CUP for property located at 8956 Almquist Way.

- Requires 4/5th's vote.
- 60-day deadline: November 7, 2014 (first 60-days)

SUMMARY

The property owner would like to add a pool and patio to his property; this would then exceed the allowed amount of impervious surface on his property. The applicant is requesting 3,335 square feet of additional impervious surface to be allowed on the site. The impervious surface on a property can be increased an additional 10% of the lot size provided certain stormwater criteria are met; the applicant is under that 10% allowance and is proposing to construct a rain garden on the northern part of the property to treat the additional impervious surface.

Engineering has been working with the applicant on stormwater plans to treat the 3,335 square feet of impervious surface. A stormwater facilities maintenance agreement shall be executed between the applicant and the City assuring continual maintenance of the stormwater features on the property.

RECOMMENDATION

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to allow additional impervious surface on the property.

Planning Commission: Recommended **approval** of the request at their October 7, 2014 meeting with the conditions listed in the attached resolution (9-0).

Attachments: Conditional Use Permit Resolution
SWFMA
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW IMPERVIOUS SURFACE ABOVE THE MAXIMUM AMOUNT BUT WITHIN THE ADDITIONAL 10% OF LOT SIZE ALLOWED WITH A CONDITIONAL USE PERMIT

James Frome
Case No. 14-39C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 8956 Almquist and legally described as:

Lot 10, Block 8, MARIANNA RANCH, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the request is to allow an additional 3,335 square feet of impervious coverage on the property, which is within the additional 10% allowed by a CUP;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 7, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed the impervious coverage maximum is hereby approved subject to the following conditions:

1. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

2. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

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

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

Adopted by the City Council of Inver Grove Heights this 13th day of October, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
LOT 10, BLOCK 8, MARIANNA RANCH
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of October, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and James J. Frome II and Michele R. Frome, Trustees, or their successors in trust, of the Frome Living Trust dated December 27, 2013 (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 James J. Frome II and Michele R. Frome, Trustees, or their successors in trust, of the Frome Living Trust dated December 27, 2013, 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 _____ Plan prepared by _____ dated _____, and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D.**

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.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve a conditional use permit to exceed the allowed maximum impervious coverage standard to construct a swimming pool on the Landowner Property.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, 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 _____, 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 for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

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 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 Storm Water 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 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 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 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 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.

4.2 Additional Escrow Amount for Turf Establishment. The Landowner shall deposit $3,000 in cash with the City (hereinafter "Additional Escrow Amount") contemporaneously with the execution of this Agreement. The Additional Escrow Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Landowner Property in the event such problems and deficiencies arise. The City may use the Additional Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Landowner any remaining Additional 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 $3,000 Additional Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5
CITY'S COVENANTS

5.1 Approval of Conditional Use Permit. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and Engineering Report relating to the conditional use permit are met, the Council will approve the conditional use permit for the 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.

Landowner shall provide a recordable Certificate of Trust and Affidavit of Trustee in order to allow this Agreement to be recorded.

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:	James J. Frome II and Michele R. Frome 8956 Almquist Way Inver Grove Heights, MN 55077

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

[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 13th day of October, 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:

_____
James J. Frome II, Trustee of the Frome Living Trust dated December 27, 2013

_____
Michele R. Frome, Trustee of the Frome Living Trust dated December 27, 2013

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of October, 2014, by James J. Frome II and Michele R. Frome, Trustees of the Frome Living Trust dated December 27, 2013.

_____
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 10, Block 8, Marianna Ranch, Dakota County, Minnesota.

EXHIBIT B
FINAL 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 C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

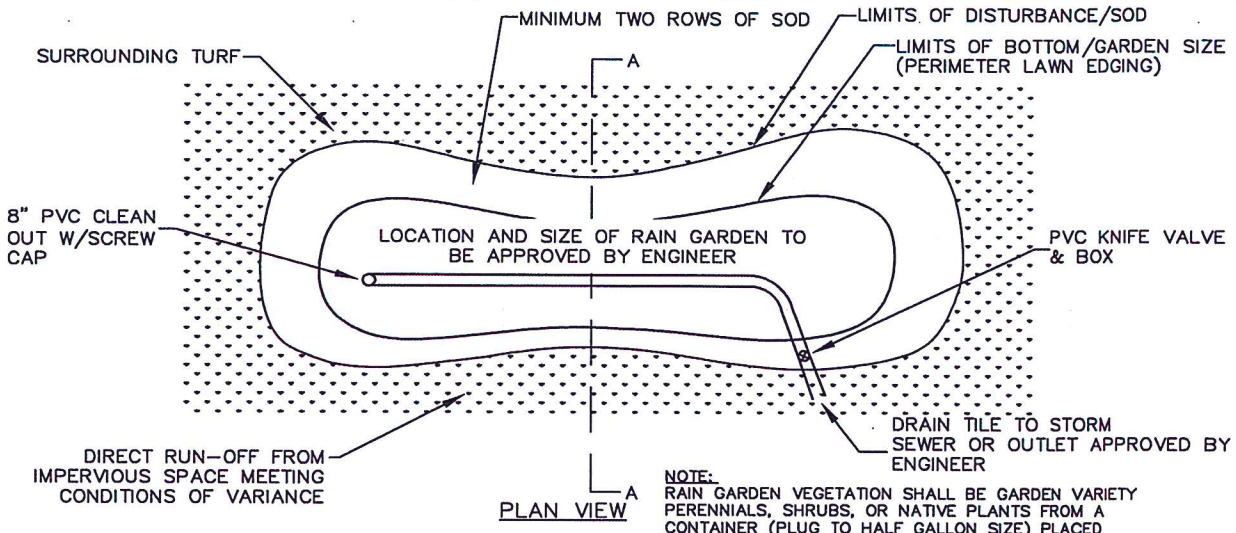
* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D
STORM WATER FACILITY PLAN

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

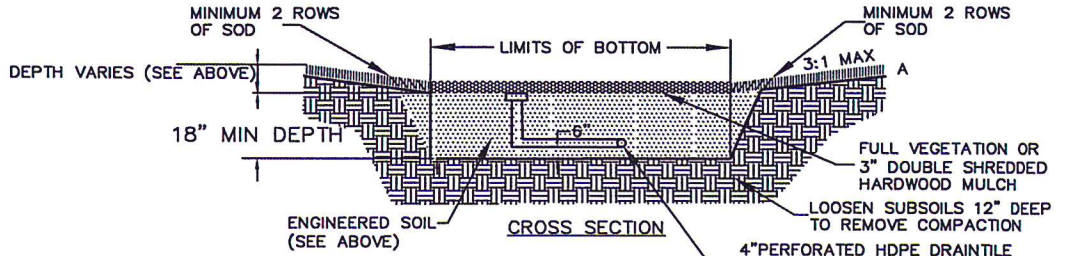


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"–18"
B	SAND WITH CLAY OR SILT	9"–12"
C	CLAY OR SILT WITH SAND	6"–9"
D	CLAYS OR SILTS	6"

NOTE:
RAIN GARDEN VEGETATION 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 (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GARDEN SIZE: TREATS 3100 SF OF IMPERVIOUS SURFACE AND 871 CF OF RUNOFF



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.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/13	PLATE NO. STM-17

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 7, 2014

SUBJECT: **JAMES FROME – CASE NO. 14-39C**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the maximum impervious surface allowed on a property, for the property located at 8956 Almquist Way. 51 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property owner would like to add a pool and patio to his property. This would then exceed the allowed amount of impervious surface on his property. The applicant is requesting 3,335 square feet of additional impervious surface to be allowed on the site. The impervious surface on a property can be increased an additional 10% of the lot size provided certain stormwater criteria are met; the applicant is under that 10% allowance and is proposing to construct a rain garden on the northern part of the property to treat the additional impervious surface. Staff recommends approval of the request with the three conditions listed in the report. Staff has not heard from any neighboring property owners.

Commissioner Simon asked if the property was in a sewered area.

Ms. Botten replied that it was not; they were on well and septic.

Opening of Public Hearing
James Frome, 8956 Almquist Way, stated he was available to answer any questions.

Chair Hark asked the applicant if he reviewed and understood the report.

Mr. Frome replied in the affirmative.

Commissioner Simon asked the applicant where he planned to drain the pool, stating he likely would not want the water to go into his drainfield.

Chair Hark closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Klein, second by Commissioner Wippermann, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed on a property, for the property located at 8956 Almquist Way, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on October 13, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 30, 2014 **CASE NO.:** 14-39C

HEARING DATE: October 7, 2014

APPLICANT & PROPERTY OWNER: James Frome

REQUEST: A **Conditional Use Permit** to allow additional impervious surface on a residential lot

LOCATION: 8956 Almquist Way

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a Conditional Use Permit to exceed the allowed impervious surface amount on the property. The applicant would like to add a pool and patio area to the property.

The existing improvements on the lot exceed the allowed maximum impervious surface by 172 square feet. Details of the impervious coverage are listed in the following chart.

	Square Feet	Allowed Impervious Coverage (sq. ft)
Lot Size	1.31 acres	8,700
Existing Impervious Surface	8,872	(over by 172)
Allowed additional impervious coverage by CUP	10% of lot area	5,692
Additional impervious surface requested	3,335	-
Total impervious coverage requested	**12,035**	14,392

The applicant is requesting 12,035 square feet of hard surface to be allowed on the property. The applicant has calculated what his need would be for the property and is proposing a raingarden in the northern part of the property to accommodate the required stromwater treatment.

SPECIFIC REQUEST

A **Conditional Use Permit** to allow impervious surface above the maximum amount but within the additional 10% of lot area allowed with a conditional use permit.

SURROUNDING USES:

The subject site is surrounded by the following uses:

North –Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
West - Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
South - Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
East - Residential; zoned PUD, single-family; guided RDR, Rural Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed impervious surface conditional use permit meets the above criteria. As shown in Exhibit A, the surrounding properties are all single-family residential homes. The proposed property improvements fit in with the neighborhood. Additionally, the applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

IMPERVIOUS SURFACE CUP CRITERIA

The zoning ordinance sets a maximum impervious surface allowed on each lot in the city based on lot size categories. Impervious surface can be increased by up to 10% of the lot area with a conditional use permit provided the following criteria are met:

a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
d) The design of the facility shall provide storage and treatment for the 100-year event volume as it relates to the additional impervious surface being considered with a conditional use application.
e) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.
g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and

functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

ENGINEERING REVIEW

The Engineering Department has reviewed the plans and is working with the applicant on stormwater and grading requirements. The applicant is proposing to construct a rain garden behind the pool area that is designed to treat 3,335 square feet of impervious surface. Engineering has made recommendations on conditions that are included at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction plans.

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 request with at least the following conditions:

- Approval of the **Conditional Use Permit** to allow an additional 3,335 square feet of impervious surface subject to the following conditions:

    1. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

    2. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

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

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

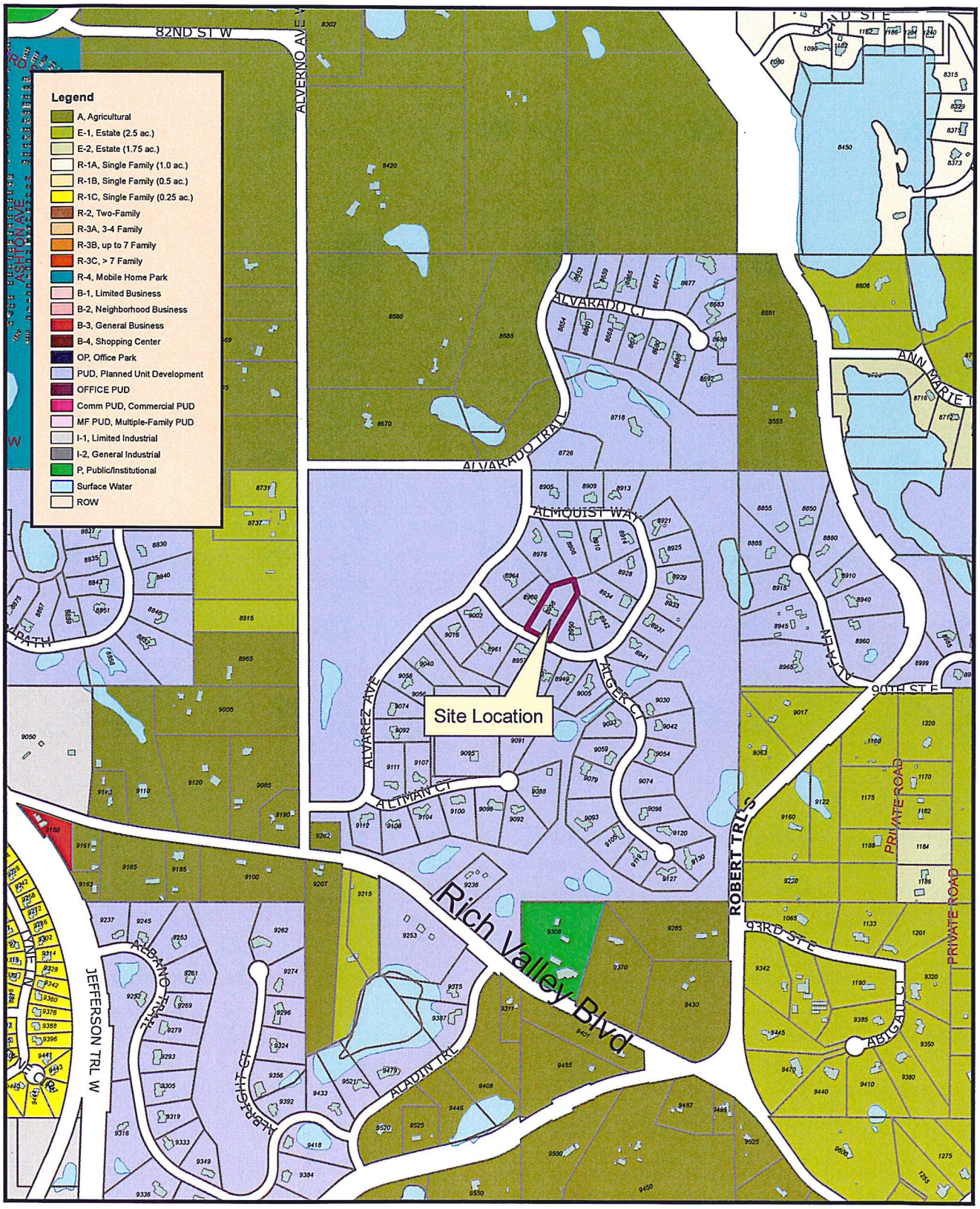
RECOMMENDATION

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

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

Map not to scale

James Frome
8956 Almquist Way



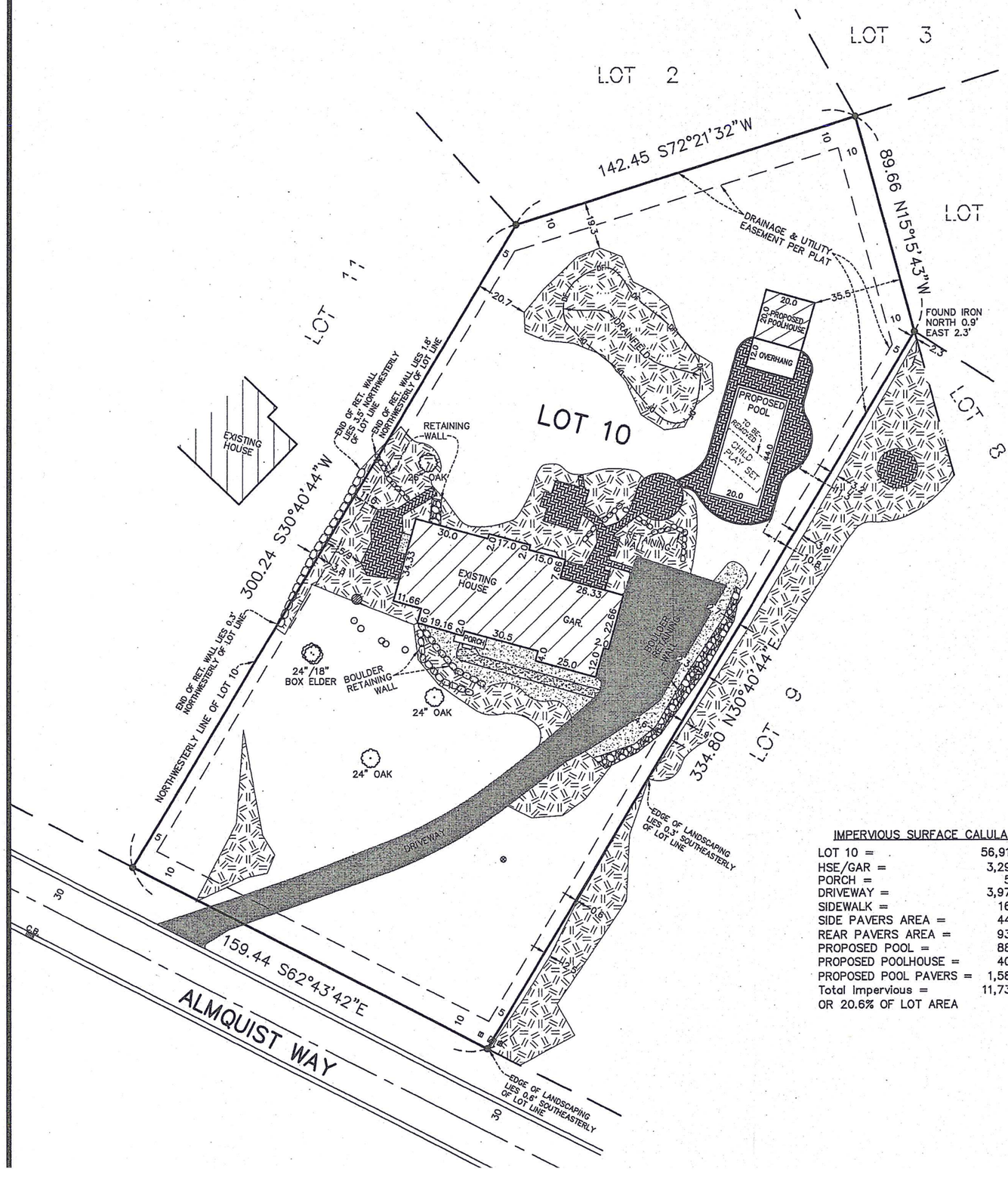
N

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

Attached is my application for a conditional use permit. We would like to add a swimming pool to our property, and accompanying accessory building and landscaping. It is my understanding this project will result in exceeding the standard amount of impervious surface allowed for our property. Thus, we are applying for a conditional use permit to necessary to get approval to proceed on this project. We also understand that some type of mitigation (ie rain garden) will be required.

Jim & Michele Frome



PROPERTY DESCRIPTION

Lot 10, Block 8, MARIANNA RANCH, according to the recorded plat thereof, Dakota County, Minnesota.

I hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, thereon, and all visible encroachments, if any, from or on said land. This Survey was performed 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.

Signed this 30th day of July, 2014 For: James R. Hill, Inc.

By: _____
Harold C. Peterson, Land Surveyor, MN License No. 12294

NOTES

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTHWESTERLY LINE OF LOT 10, BLOCK 8, MARIANNA RANCH TO HAVE AN ASSUMED BEARING OF S 30°40'44" W.

THE LOCATION AND INFORMATION SHOWN REGARDING UTILITIES, SERVING THIS PROPERTY OR EXISTING ON THIS PROPERTY AS SHOWN AS A PART OF THIS SURVEY, HAVE BEEN LOCATED BY ON-SITE OBSERVATION OR TAKEN FROM PLANS PROVIDED BY OTHERS. FOR FURTHER INFORMATION CONCERNING THESE UTILITIES PLEASE CONTACT THE CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT AND/OR GOPHER STATE ONE CALL.

CURRENT ZONING FOR LOT 10, BLOCK 8, MARIANNA RANCH IS LARGE-LOT RESIDENTIAL.

OVERALL GROSS AREA = 56,917 SQUARE FEET OR 1.31 ACRES

ADDRESS OF THIS PROPERTY IS 8956 ALMQUIST WAY, INVER GROVE HEIGHTS, MINNESOTA 55077

PID NUMBER = 20-47575-08-100

IMPERVIOUS SURFACE CALULATIONS

LOT 10 =	56,917 SQ. FT.
HSE/GAR =	3,292 SQ. FT.
PORCH =	57 SQ. FT.
DRIVEWAY =	3,975 SQ. FT.
SIDEWALK =	166 SQ. FT.
SIDE PAVERS AREA =	448 SQ. FT.
REAR PAVERS AREA =	934 SQ. FT.
PROPOSED POOL =	880 SQ. FT.
PROPOSED POOLHOUSE =	400 SQ. FT.
PROPOSED POOL PAVERS =	1,583 SQ. FT.
Total Impervious =	11,735 SQ. FT.
OR 20.6% OF LOT AREA	

LEGEND

- IRON SET
- IRON FOUND
- ELECTRIC BOX
- WELL
- TELEPHONE PEDESTAL
- CLEANOUT
- SEPTIC MANHOLE
- DECIDUOUS TREE
- LANDSCAPE MATERIAL
- ASPHALT SURFACE
- LANDSCAPE GRAVEL/ROCK SURFACE
- CONCRETE SURFACE
- PAVERS SURFACE

N

SCALE IN FEET
0 30 60 90
1 inch = 30 feet

James R. Hill, Inc
PLANNERS / ENGINEERS / SURVEYORS
2500 W. Cty. Rd. 42, Suite 120, Burnsville, MN 55337
Phone: (952)890-0509 Fax: (952)890-8065

LOT 10, BLOCK 8, MARIANNA RANCH
INVER GROVE HEIGHTS, MINNESOTA
ASBUILT SURVEY
FOR
JAMES FROME
8956 ALMQUIST WAY, INVER GROVE HEIGHTS, MN 55077

DRAWN BY	JDJ
DATE	7/30/14
REVISIONS	9/5/14 Pool & poolhouse
CAD FILE	23091.dwg
PROJECT NO.	23091
FILE NO.	1-14-081
SHEET 1 OF 1	

AGENDA ITEM _____

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

KEH&H (MORRIES MAZDA) - Case No. 14-35CA

Meeting Date:	October 13, 2014
Item Type:	Regular
Contact:	Heather Botten 651.450.2569
Prepared by:	Heather Botten, Associate Planner
Reviewed by:	Planning
	Engineering

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a Conditional Use Permit Amendment and related agreements to allow automobile and off-highway vehicle sales on the property located at 16 Mendota Road

- Requires a 4/5th's vote.
- 60-day deadline: October 17, 2014 (first 60 days)

SUMMARY

The applicant is requesting a conditional use permit amendment to expand the outdoor storage area and at a future date add a car wash to the existing building. Morries Mazda currently operates out of the property directly west of the site and is operating at maximum capacity. The new outdoor storage area would be used as overflow parking for vehicles until they are moved onto the dealership lot for display and sale. Perimeter setbacks for the proposed parking lot and carwash have been met.

The request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. Public access to the site is not changing; an internal access point would be added to connect the two Morrie's parcels.

The Engineering Division has reviewed the plans and has been working the applicant on obtaining the necessary stormwater and grading approvals. The applicant shall continue to work with the City to secure final approval of construction drawings. A stormwater facilities maintenance agreement, improvement agreement and encroachment agreements shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit Amendment and related agreements to allow an expansion of an automobile sales lot and carwash in the B-3 district.

Planning Commission: Recommended **approval** of the request at their September 16, 2014 meeting with the conditions listed in the attached resolution (9-0).

Attachments:
- CUP Resolution
- Improvement Agreement
- SWFMA
- Encroachment Agreements
- Planning Commission Recommendation
- Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ALLOW AN AUTOMOBILE AND OFF HIGHWAY VEHICLE SALES LOT IN THE B-3 GENERAL BUSINESS DISTRICT

KEH&H
Case No. 14-35CA

WHEREAS, the request is for the property located at 16 Mendota Road and legally described as:

Lot 2, Glenn Clark Homestead, DAKOTA COUNTY, MINNESOTA

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

WHEREAS, an automobile and off highway vehicle sales lot is listed as a conditional use within the B-3, General Business zoning district;

WHEREAS, the requested amendment is to expand the outdoor storage area and add a car wash to the existing building;

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 such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

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 September 16, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an automobile and off highway vehicle sales lot is hereby approved subject to the following conditions:

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

Civil Plan Set	dated 09/05/14
Landscaping	dated 09/05/14
Lighting Plan	dated 09/05/14

2. All parking lot and building lighting shall be of a shoe-box style with all lighting being diffused or direct away from all property lines and public right-of-ways. The direct source of the light shall not be visible from any abutting property lines and public right-of-ways.

3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

4. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

5. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

6. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

7. An improvement agreement and related agreements shall be prepared by the City Attorney and executed by both the City and the property owner.

8. All final development plans shall be subject to the review and approval of the City Fire Marshal.

9. All display pennants, flags, searchlights, balloons, or other special promotion devises shall be limited to no more than 10 days per calendar year. All other signage for the property shall conform to the applicable requirements of the City Code.

10. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain vehicle inventory

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 27th day of October, 2014.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
16 MENDOTA ROAD EAST
LOT 2, GLENN CLARKE HOMESTEAD,
INVER GROVE HEIGHTS, MN

CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD,
INVER GROVE HEIGHTS, MN

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 13th day of October, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer 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 and landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and

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

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

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

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 Developer 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 Developer. "Developer" means KEH&H Properties, LLC, a Minnesota limited liability company, 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 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 Developer.

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 the Developer 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 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;

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

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

d.) breach of the Developer 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 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

A. **Authority.** Developer 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 Developer to enter into and perform its obligations under this Improvement Agreement.

B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.

C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.

D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in

default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **Warranty on Proper Work and Materials.** The Developer 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, the Developer 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 Developer 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 the Developer to repair and correct any damage to or deficiency with respect to such improvements.

H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. **Fee Title.** KEH&H Properties, LLC, a Minnesota limited liability company, 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 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 DEVELOPER:
KEH&H Properties, LLC
c/o Karl Schmidt
12520 Wayzata Boulevard
Minnetonka, MN 55305

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
DEVELOPER IMPROVEMENTS

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer 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 the Developer.

3.3 Grading/Drainage Plan. The Developer 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 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 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the 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, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the

Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 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
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work

or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement and except as provided in the two Agreements Relating to Landowner Improvements Within City Easement (Encroachment Agreements). If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. One (1) copy of the detailed record plan "as built" drawings (in AUTOCAD format) of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.

2. As built storm water facilities, including the underground facilities.

3. 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 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum

whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this 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. The Developer 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. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

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

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

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

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

d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

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

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

g.) construction of the Developer Improvements;

h.) delays in construction of the Developer Improvements;

i.) all costs and liabilities arising because building permits or Certificate of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer 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 collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;

d.) the City may suspend or deny building permits for buildings within the Subject Property;

e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer 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. The Developer 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 the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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 the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer 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. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

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

a.) a Developer Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2016.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 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 the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

13.6 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.

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

13.8 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.

13.9 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.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer 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 Developer 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 13th day of October, 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

DEVELOPER
KEH&H PROPERTIES, LLC

By: _____
Karl Schmidt
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of October, 2014, before me a Notary Public within and for said County, personally appeared Karl Schmidt, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of KEH&H Properties, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of the limited liability company by Karl Schmidt and Karl Schmidt acknowledged said instrument to be the free act and deed of the limited liability company.

_____
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 PROPERTY

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

Lot 2, Glenn Clarke Homestead, Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-30200-00-020

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Existing Conditions & Removals Plan (C1)	8-18-14**	Carlson McCain
2.) Site & Utility Plan (C2)	8-18-14**	Carlson McCain
3.) Grading & Erosion Control Plan (C3)	8-18-14**	Carlson McCain
4.) Details (C4, C5 and C6)	8-18-14**	Carlson McCain
5.) Landscape Plan (L1)	8-18-114**	Carlson McCain

** revised on 9-5-14 and 9-26-14

The above-listed Development Plans were approved by the City Engineer on September 30, 2014.

The Development Plans also include compliance by the Developer with the conditions set forth in the following:

1. Memo from the City Engineer dated _____, containing the engineering staff review comments;
2. Letter from Barr Engineering dated _____, 2014;
3. Stormwater Management Plan prepared by Carlson McCain dated August 18, 2014 and revised September 26, 2014.

collectively the "Engineering Memos".

The Engineering Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	11-15-14 or before issuance of building permit, whichever occurs first	general site grading, drainage and erosion control
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	stormwater facilities (including underground storm water storage facility)
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	private sanitary sewer service lines
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	parking lot
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	landscaping
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	retaining wall
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	construction debris clean-up
X	11-15-14 or before issuance of certificate of occupancy, whichever occurs first	certified as-builts

**If the Developer Improvements are completed and a certificate of occupancy has been approved, except for the fact that the landscaping is not completed, the City may nonetheless issue a certificate of occupancy upon the condition that the Developer provide a cash escrow to the City to assure the completion of the landscaping. In such an instance, the landscaping must be completed no later than June 30, 2015. The amount of the additional cash escrow shall be determined by the City's Planning Department.

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS FOR THE SUBJECT PROPERTY.** Before construction begins for the Subject Property, all of the following conditions must be satisfied:

a.) Developer must execute this Improvement Agreement.

b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement pursuant to the terms of paragraph 12.1 of this Improvement Agreement.

c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.

d.) Developer 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 Developer 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 calculations or engineering inspection escrow made a part of Exhibit E.

e.) Developer 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.

f.) Developer must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the retaining wall on the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

g.) Developer must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the private storm sewer pipe Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

h.) Developer and Owner must prepare and execute a private Declaration of Easement document regarding connecting a private utility service line from 16 Mendota Road to the sanitary sewer pipe at 10 Mendota Road. The private easement will be for the benefit of 16 Mendota Road and will run over and burden 10 Mendota Road. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

i.) Developer and Owner must prepare and execute a private Declaration of Easement document regarding the parking lot draining onto 10 Mendota Road from 16 Mendota Road. The legal description of the subject property will be for 10 Mendota Road. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

2.) **CONDITIONS TO BE SATISFIED BEFORE NOVEMBER 15, 2014 OR PRIOR TO ISSUANCE OF BUILDING PERMIT, WHICHEVER OCCURS FIRST.** By November 15, 2014, or before issuance of a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

b.) The following documents have been recorded with the county:

- Improvement Agreement
- Storm Water Facilities Maintenance Agreement
- Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the retaining wall
- Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the private storm sewer pipe
- Declaration of Easement (drainage)
- Declaration of Easement (sanitary sewer pipe)

c.) All grading, drainage and erosion control must be completed.

3.) **CONDITIONS TO BE SATISFIED BEFORE NOVEMBER 15, 2014 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST.** By November 15, 2014 or before issuance of a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

a.) All of the conditions in paragraphs 1 and 2 of this Exhibit D have been met.

b.) The storm water facilities (including the underground storm water storage facility) have been installed.

c.) The parking lot has been installed.

d.) The retaining wall has been installed.

e.) The sanitary sewer service line has been installed.

f.) The landscaping has been completed (see note in Exhibit C).

g.) Developer must provide the City Engineer with certified as-builts.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage, Erosion	$	
2.)	Stormwater Facilities (including underground storm water storage facility)	$	
3.)	Parking Lot	$	
4.)	Retaining Wall	$	
5.)	Sanitary Sewer Service Line	$	
6.)	Landscaping	$	
7.)	Construction Debris Clean-up	$	
8.)	Certified As-builts	$	
SUBTOTAL:		$	
MULTIPLIED BY:		x	1.25
	EQUALS	**$**	
Escrow Amount		**$**	

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit $_____ in cash with the City (hereafter "Engineering Escrow Amount") ontemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks. The Engineering Escrow Amount will also be used to pay Barr Engineering to update the City's Hydaulic Model for the area.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, tree preservation and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

a.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the City; and
b.) the Developer has complied with paragraph 3 of Exhibit D.

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 $_____ Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD (Agreement) is made, entered into and effective this 13th day of October, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and KEH&H Properties, LLC, a Minnesota limited liability company, (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 KEH&H Properties, LLC, a Minnesota limited liability company, and its 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 underground storm water storage and treatment facility, water quality treatment basin, subsurface storm water infiltration basin, storm water pipes, ponds, drainage areas, conduits, culverts, ditches, catch basins, storm water treatment system, or approved equal, storm water storage appurtenances, storm water quality

structures or storm water collection appurtenances lying within the Landowner Property, including the Triton storm water treatment system.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain Grading & Erosion Control Plan (C3) prepared by Carlson McCain dated August 18, 2014, revised September 5, 2014 and September 26, 2014 and approved by the City Engineer on September 30, 2014; and any amendments approved by the City. The Storm Water Facility Plan is on file with 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 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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 Improvement Agreement. "Improvement Agreement" means that certain Agreement dated October 13, 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 Improvement 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; and

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. Responsible Owner agrees that by November 15, 2014, or prior to the issuance of a certificate of occupancy for the Landowner Property, whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

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 without the prior written consent of the City. 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 Landowner Property 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.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Landowner Property. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

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 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.

c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.

d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

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.) With respect to the subsurface storm water infiltration basin, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:

- Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface basin; or
- Any unusual pipe deflection in excess of more than 7% from the design shape; or
- Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
- Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.

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 which is attached hereto as **Exhibit B.** Additionally, the Stormwater Management Plan dated August 18, 2014 and revised on September 26, 2014 prepared by Carlson McCain has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan and Stormwater Management 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 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the 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:

- Detailed inspection requirements;
- Inspection and maintenance schedules;
- Contact information for the Responsible Owner;
- As built plans of the Stormwater Facilities;
- A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
- The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- 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.
- The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and

- The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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 3.2; 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 DWP, 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 3.2.

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.

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

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
ACCESS BY CITY TO STORM WATER FACILITIES

5.1 Access. 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.

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:
KEH&H Properties, LLC
c/o Karl Schmidt
12520 Wayzata Boulevard
Minnetonka, MN 55305

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.

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

IN WITNESS WHEREOF, the parties hereto 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 13th day of October, 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
KEH&H PROPERTIES, LLC

By: _____
Karl Schmidt
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 Karl Schmidt, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of KEH&H Properties, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of the limited liability company by Karl Schmidt and Karl Schmidt acknowledged said instrument to be the free act and deed of the limited liability company.

_____
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 2, Glenn Clarke Homestead, Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-30200-00-020

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

September 26, 2014

MORRIES MAZDA PARKING LOT EXPANSION
OPERATIONS & MAINTENANCE PLAN

SITE ADDRESS
16 Mendota Road East
Inver Grove Heights, MN 55077

OWNER CONTACT
Lynn Robson, CFO
Morries Automotive Group
12520 Wayzata Boulevard
Minnetonka, MN 55305
lynn.robson@morries.com
(952) 543-7700

SYSTEM DESIGNER
Joseph T. Radach, PE
Carlson McCain, Inc.
248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
jradach@carlsonmccain.com
(763) 489-7900

STORMWATER SYSTEM SUMMARY
The stormwater management system consists of three intake structures (a flared end section and two catch basin manholes), a Triton underground stormwater retention system with an outlet pipe connection to existing storm sewer. These items are detailed on the Site Improvement Plans, attached hereto.

The flared end section intake structure is located at the southerly end of the ditch located along the westerly property line. The flared end structure is equipped with Class 3 riprap for scour protection. A catch basin manhole is located approximately five feet east of the flared end section. This catch basin manhole is equipped with a three foot sump and a Neenah R-3067-V intake grate. A second catch basin manhole is located in the south central portion of the site. This catch basin manhole is equipped with a three and one-half foot sump and a Neenah R-3347-A intake grate.

The Triton underground stormwater retention system consists of 36 inch parabolic chambers with six inches of ¾ inch to 2 inch angular stone place under and over the chambers. The system has a capacity of 7,580 cubic feet. The system has two maintenance access locations and several interconnecting pipes. There is one 15 inch pipe inlet in the northwest corner of the system and one 12 inch pipe outlet in the southwest corner of the system. The 12 inch pipe outlet connects to an existing catch basin located approximately 140 feet west of the southeast corner of the site.

The Triton underground system has a 6 inch perforated underdrain that is controlled by a knife gate valve. The 6 inch perforated draintile outlets to a 48 inch storm manhole that serves the 12 inch outlet pipe.

INSPECTION ACTIVITIES

Inspection of the storm water facilities shall be performed as outlined in the table below.

Inspection Activity	Recommend Inspection Frequency	Outcomes/Actions
1. Trash and debris at inlets and outlets	Semi-annually (spring/fall) and following large rain events	Notify maintenance staff of need to remove trash/debris. (See Maintenance Activity 1)
2. Riprap at westerly ditch and inlet	Semi-annually (spring/fall) and following large rain events	Notify maintenance staff of need to repair/replace riprap (See Maintenance Activity 2)
3. Erosion at westerly ditch and inlet	Semi-annually (spring/fall) and following large rain events	Notify maintenance staff of need to repair erosion (See Maintenance Activity 3)
4. Sediment accumulation in underground pipes, catch basin sumps, outlet structure, and parabolic chambers	Annually	Notify maintenance staff of need to remove sediment when depth exceeds 2 inches in pipes and 6 inches in sumps (See Maintenance Activity 4)
5. Structural components of inlet and outlet structures	At least annually and as part of every inspection visit	Notify maintenance staff of any observed structural damage, loose or missing bolts, blockages of inlets/outlets (See Maintenance Activity 5)
6. Cracking, buckling, or separation of underground pipes and joints (confined space entry required)	Every 5 years	Notify maintenance staff to inspect underground piping and structures (televising of pipes) (See Maintenance Activity 6)
7. Sinkholes or other unusual depression areas at ground surface above underground structures	At least annually and as part of every inspection visit	Notify maintenance staff of the presence of sinkholes (See Maintenance Activity 7)

MAINTENANCE ACTIVITIES

Maintenance of the storm water facilities shall be performed as outlined in the table below.

Maintenance Activity	Frequency	Procedure	Maintenance By
1. Trash and debris removal at inlets and outlets	As needed per inspection	Remove and dispose of trash and/or debris	Property Owner unless designated
2. Riprap repair/replacement at westerly ditch and inlet	As needed per inspection	Repair or replace riprap to original condition	Property Owner unless designated
3. Erosion repair at westerly ditch and inlet	As needed per inspection	Repair eroded areas and re-vegetate/stabilize as necessary	Property Owner unless designated
4. Sediment removal from underground pipes, catch basin sumps, outlet structure, and parabolic chambers	Annually or as required when sediment depth exceeds 2 inches in pipes and 6 inches in sumps	Remove accumulated sediment. Typically, vacuum truck or high pressure water jet in combination with vacuum truck	Property Owner unless designated
5. Clean/Fix structural components	As needed per inspection	Dependent on type of damage; repair components per manufacture's recommendations	Property Owner unless designated
6. Repair of underground structures/pipes	As needed per inspection	Dependent on type of damage; repair components per manufacture's recommendations	Property Owner unless designated

SUBMITTALS

The property owner shall be responsible for all operation and maintenance (O&M) of the stormwater facilities on the site. The property owner shall meet all requirements of the O&M agreement and submit a copy of an O&M report to the City by January 1st of each year. Use attached form.

CITY OF INVER GROVE HEIGHTS ANNUAL STORMWATER INSPECTION REPORT

FACILITY
Morries Mazda Auxiliary Parking Lot
16 Mendota Road East
Inver Grove Heights, MN 55077

OWNER CONTACT
Lynn Robson, CFO
Morries Automotive Group
12520 Wayzata Boulevard
Minnetonka, MN 55305
lynn.robson@morries.com
(952) 543-7700

INSPECTOR INFORMATION
Inspector Name:_____ Inspector Phone No.:_____
Inspector Company:_____ Inspector Email:_____

INSPECTION LOG FOR YEAR _____

Inspection Activity	Inspection Dates	Maintenance Needed?	Dates Maintenance Completed
1. Trash & debris at inlets & outlets		Yes / No	
2. Riprap at westerly ditch & inlets		Yes / No	
3. Erosion at westerly ditch & inlets		Yes / No	
4. Sediment accumulation in pipes, catch basin sumps, outlet structure, & parabolic chambers		Yes / No	
5. Structural components of inlet/outlet structures		Yes / No	
6. Structural components of underground pipes/chambers		Yes / No	
7. Pavement structure above underground system		Yes / No	
Notes (include description of maintenance competed)			

Inspector Signature:_____ Date:_____

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

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 13th day of October, 2014, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by KEH&H Properties, LLC, a Minnesota limited liability company (hereafter 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 on the attached **Exhibit A**.

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

The permanent drainage and utility easement on the Subject Land dedicated to the City on the document recorded as _____ with the Dakota County Recorder.

1.5 Landowner. "Landowner" means KEH&H Properties, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title 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:

KEH&H Properties, LLC
c/o Karl Schmidt
12520 Wayzata Boulevard
Minnetonka, MN 55305

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 private storm water pipe located on the Subject Land lying within the City Easement.

1.8 City Easement Improvements. "City Easement Improvements" means all existing and future street, boulevard and sidewalk improvements and 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 City Right-of-Way Costs. "City Right-of-Way 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, replacement, and expansion of the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way 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 Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

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

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

1.12 Construction Plan. "Construction Plan" means the Site & Utility Plan (C2) and Grading & Erosion Control Plan (C3) dated August 18, 2014 revised September 26, 2014, prepared by Carlson McCain that was approved by the City Engineer on September 30, 2014. The Construction Plan is on file with the City.

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 abuts or 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 construct the Landowner Improvements within the City Easement.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed 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 from the City Easement 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 City Easement.

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

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS 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 City agrees that the Landowner Improvements may be constructed within the City Easement at the locations shown on the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

The Landowner shall not place any other structures, signs, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

Landowner, at its own expense, shall construct, maintain and repair the Landowner Improvements.

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 Easements 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 Easements.

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

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easements may be adversely affected by use of the City Easements. 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 Easements.

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 thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

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 its 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 thirty (30) days or such longer period of time as is reasonable under the circumstances 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

3.10 Remedies. If the Landowner fails to perform its 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.

Nothing in this Section shall be deemed to impair Landowner'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.

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 Landowner 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 the Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 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 Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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 on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording 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 13th day of October, 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
KEH&H PROPERTIES, LLC

By: _____
Karl Schmidt
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 Karl Schmidt, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of KEH&H Properties, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of the limited liability company by Karl Schmidt and Karl Schmidt acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Glenn Clarke Homestead, Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-30200-00-020

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON 16 MENDOTA ROAD EAST, LOT 2, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 13th day of October, 2014, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by KEH&H Properties, LLC, a Minnesota limited liability company (hereafter 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 on the attached **Exhibit A**.

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

The permanent drainage and utility easement on the Subject Land dedicated to the City on the document recorded as _____ with the Dakota County Recorder.

1.5 Landowner. "Landowner" means KEH&H Properties, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title 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:

KEH&H Properties, LLC
c/o Karl Schmidt
12520 Wayzata Boulevard
Minnetonka, MN 55305

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 retaining wall and associated landscaping located on the Subject Land lying within the City Easement.

1.8 City Easement Improvements. "City Easement Improvements" means all existing and future street, boulevard and sidewalk improvements and 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 City Right-of-Way Costs. "City Right-of-Way 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, replacement, and expansion of the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way 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 Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

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

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

1.12 Construction Plan. "Construction Plan" means the Site & Utility Plan (C2) and Grading & Erosion Control Plan (C3) dated August 18, 2014 revised September 26, 2014, prepared by Carlson McCain that was approved by the City Engineer on September 30, 2014. The Construction Plan is on file with the City.

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 abuts or 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 construct the Landowner Improvements within the City Easement.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed 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 from the City Easement 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 City Easement.

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

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS 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 City agrees that the Landowner Improvements may be constructed within the City Easement at the locations shown on the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

The Landowner shall not place any other structures, signs, buildings, fences, trees or shrubs within the City Easement, except for the Landowner Improvements.

Landowner, at its own expense, shall construct, maintain and repair the Landowner Improvements.

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 Easements 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 Easements.

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

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easements may be adversely affected by use of the City Easements. 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 Easements.

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 thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

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 its 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 thirty (30) days or such longer period of time as is reasonable under the circumstances 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

3.10 Remedies. If the Landowner fails to perform its 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.

Nothing in this Section shall be deemed to impair Landowner'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.

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 Landowner 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 the Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 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 Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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 on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording 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 13th day of October, 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
KEH&H PROPERTIES, LLC

By: _____
Karl Schmidt
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 Karl Schmidt, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of KEH&H Properties, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of the limited liability company by Karl Schmidt and Karl Schmidt acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Glenn Clarke Homestead, Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-30200-00-020

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 16, 2014

SUBJECT: **KEH & H (MORRIE'S MAZDA) – CASE NO. 14-35CA**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to expand the parking lot facilities and add a car wash for the property located at 16 Mendota Road. 7 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to expand the outdoor storage area and to add a future car wash to the existing building. Morrie's currently operates out of the building west of this property. The current tenant of 16 Mendota Road will continue to operate on the property until their lease is up or they find a new location. An internal access point would be added to connect the two Morrie's parcels. Staff recommends approval of the request with the nine conditions listed in the report. Staff received a call from one property owner who had general questions.

Opening of Public Hearing
Karl Schmidt, 2749 Dean Parkway, Minneapolis, advised he was available to answer any questions.

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

Mr. Schmidt replied in the affirmative.

Commissioner Simon asked how long Carhop had a lease for 16 Mendota Road.

Mr. Schmidt replied ten years. He advised that Carhop was willing to relocate as soon as they found an agreeable location.

Commissioner Simon asked if the front parking area would be used for sales once Carhop left.

Mr. Schmidt replied it would be used for overflow storage, not sales.

Chair Hark closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a conditional use permit amendment to expand the parking lot facilities and add a car wash, for the property located at 16 Mendota Road, with the nine conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on October 27, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 11, 2014 **CASE NO:** 14-35CA

HEARING DATE: September 16, 2014

APPLICANT/PROPERTY OWNER: KEH&H (Morrie's Mazda)

REQUEST: A conditional use permit amendment to add a car wash and expand the outdoor storage area

LOCATION: 16 Mendota Road

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to expand the outdoor storage area and at a future date add a car wash to the existing building. The vehicles located in the new storage area would not be displayed for sale; it would be used as overflow storage area until the vehicles are moved onto the dealership lot for display and sale. KEH&H (Morrie's Mazda) currently operates out of the property located at 10 Mendota Rd, directly west of the proposed property. KEH&H acquired the proposed property in August 2014; the existing tenant, Car Hop, will continue to operate on the property until their lease is up.

The specific request consists of the following:

A.) A **Conditional Use Permit Amendment** to add a car wash and expand the outdoor storage area.

EVALUATION OF THE REQUEST

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

North	Commercial; West St. Paul
East	Southview Animal Hospital; zoned B-3; guided RC, Regional Commercial
South	Car dealership; zoned B-3; guided RC, Regional Commercial
West	Mazda; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Setbacks. The car wash and proposed storage area meets and exceeds the required perimeter setbacks for the site.

Parking Lot. The proposed outdoor storage area would hold about 44 vehicles and would be used for new car inventory. The parking lot would be bituminous with concrete curbing. The project meets parking and surfacing requirements.

Access. Public access to the site would not be changing; there is one entrance off of Mendota Road share by the abutting property to the east. An internal access point would be added on the southwest portion of the property connecting the two Morrie's parcels.

Tree Preservation/Landscaping. Based on the tree protection and preservation ordinance, tree removal falls under the allowed removal threshold and therefore no reforestation would be required.

Landscaping requirements require a total of 4 overstory trees or the equivalent to be planted as part of the expansion. The applicant has provided a landscape plan which shows four maple trees. The proposed plan meets the landscaping requirements.

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

An improvement agreement will be required to be executed between the City and the developer. The agreement will address the necessary site improvements including a storm water maintenance agreement, the parties responsible for the improvements, and will require financial surety for the landscaping, erosion control and any other improvements that may be necessary. The developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before construction can begin. This requirement assures the City that these particular improvements will be constructed to the satisfaction of the City.

Lighting. All lighting shall be designed as to deflect light away from any adjoining public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building permit review.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

   The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and outdoor storage associated with automobile sales would be consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

   The applicant's property is zoned commercial. The use is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

   The proposed use would not have a detrimental effect on public improvements in the vicinity of the project. Vehicle sales lots in the B-3 zoning district are a permitted, conditional use.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

   This use does not appear to have any negative effects on City facilities or services. The applicant is working with the City Engineering department to obtain the required easements and agreements by the City.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

   i. Aesthetics/exterior appearance

   The proposed carwash would have to comply with ordinance standards for exterior building materials. The parking area will be paved complying with code requirements.

   ii. Noise

   The car sales lot will not generate noises that are inconsistent with the B-3 zoning.

   iii. Fencing, landscaping and buffering

   The proposed landscaping complies with the zoning requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

   The amount of traffic would not be out of the ordinary for a commercial area. The expansion of the carwash and parking area will have little effect on the surrounding properties.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

   This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

   This use would not have an undue adverse impact on the environment. All surface water will be treated on site before it reaches the pond.

ALTERNATIVES

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

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a **Conditional Use Permit Amendment** to allow a carwash and expand the outdoor storage area subject to the following conditions:

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

Civil Plan Set	dated 09/05/14
Landscaping	dated 09/05/14
Lighting Plan	dated 09/05/14

  2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.

  3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

4. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

5. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

6. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

7. An improvement agreement and related agreements shall be prepared by the City Attorney and executed by both the City and the property owner.

8. All final development plans shall be subject to the review and approval of the City Fire Marshal.

9. No display pennants, flags, searchlights, balloons or other similar devices shall be used on the subject property.

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

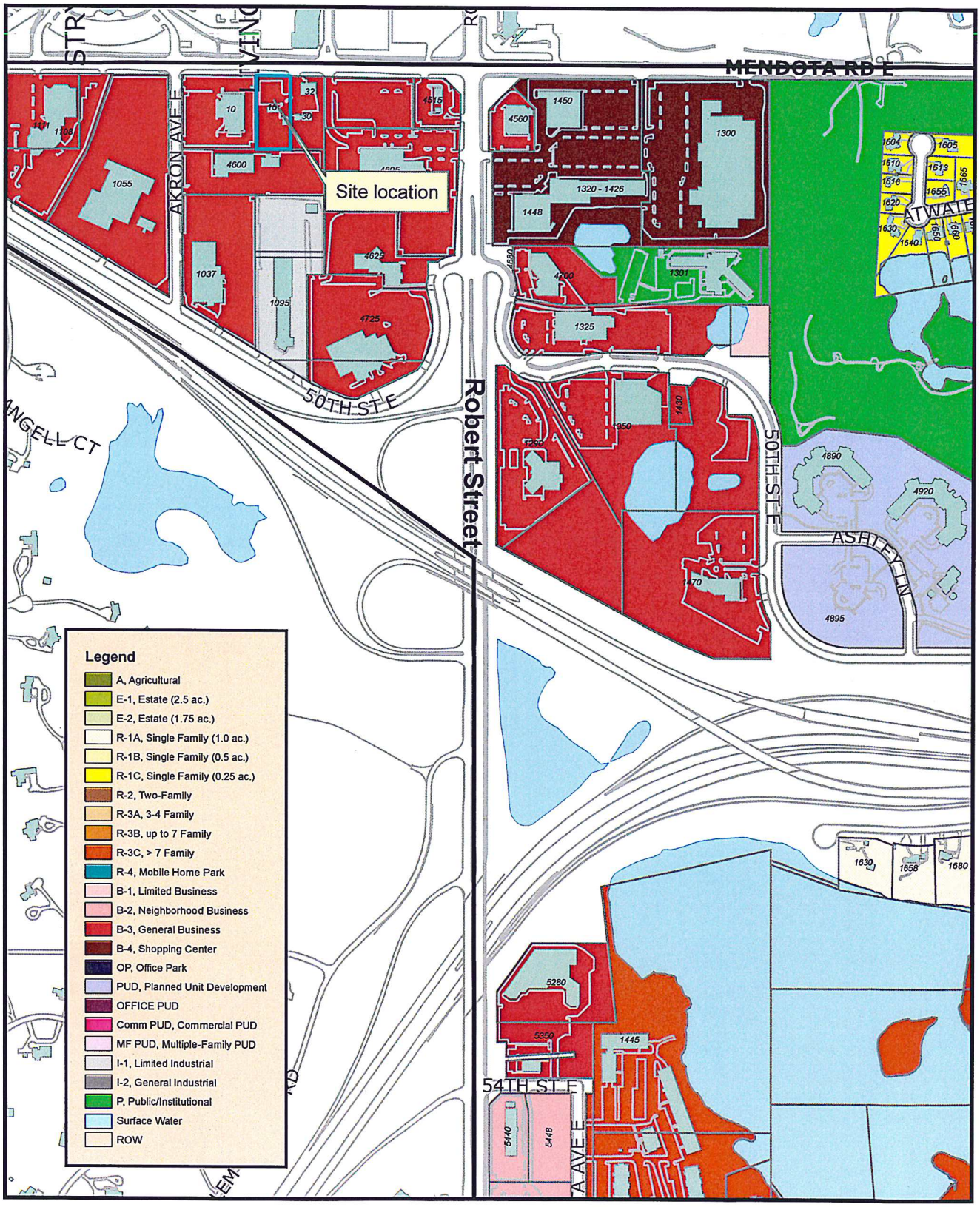
RECOMMENDATION

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

Attachments: Location Map
Narrative
Site Plan
Landscape Plan

Map not to scale

KEH&H (Morries Mazda)
Case No. 14-35CA



N

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

MORRIE'S
AUTOMOTIVE GROUP
BUY HAPPY®

12520 Wayzata Boulevard
Minnetonka, MN 55305
phone 952-544-0376

morries.com

August 18, 2014

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

Re: Conditional Use Permit Amendment-16 Mendota Road East

Dear Planning Commission and City Council Members,

Background:
KEH&H purchased the property located at 16 E. Mendota Road on August 12, 2014. The Car Hop operation will continue operating at the site as a tenant of KEH&H. Morrie's Inver Grove Mazda has redeveloped the property contiguous to the west of the site and is in need of additional vehicle parking.

Proposal:

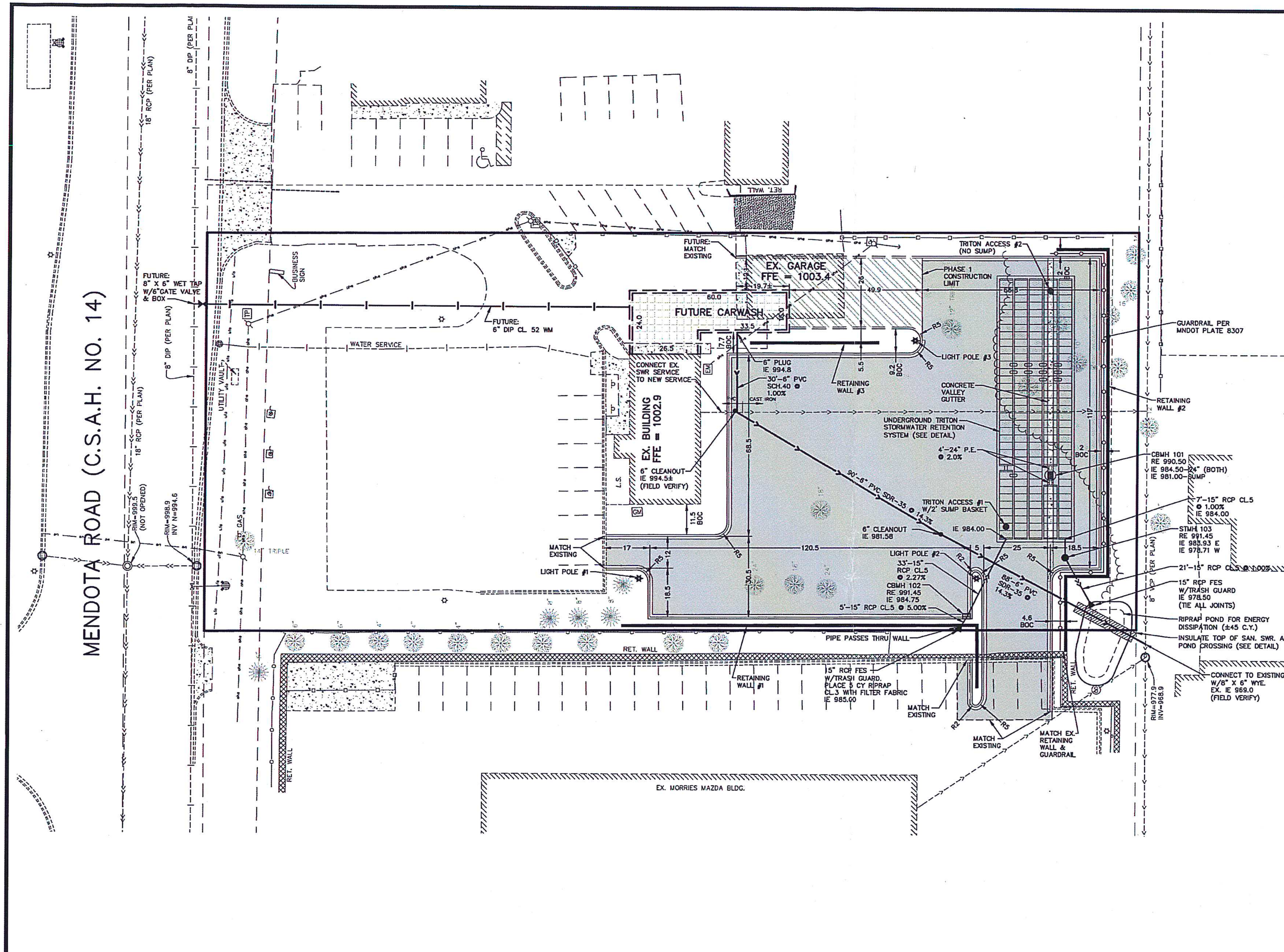
- The Applicant, KEH&H wishes to request an amendment to the existing conditional use permit at 16 East Mendota Road to allow for the redevelopment of the south side of the lot for additional vehicle parking.
- The plan also includes a future car wash at the north east side of the site.

Thank you for your time and consideration of this project.

Sincerely,

Lynn Robson
CFO Morrie's Automotive Group
952-797-1349

site plan



SITE & UTILITY PLAN LEGEND

	EXISTING	PROPOSED
CURB		
BITUMINOUS		
CONCRETE/CONCRETE WALK		
PROPERTY LINE		
EX. RIGHT OF WAY		
STORM SEWER		
SANITARY SEWER		
WATER MAIN		
OVERHEAD ELECTRIC		
UNDERGROUND ELECTRIC		
UNDERGROUND FIBER OPTICS		
MANHOLE		
ROOF DRAIN	RD	
HYDRANT		
GATE VALVE		
WATER STRUCTURE		
CLEANOUT	CO	
GAS METER	GM	
ELECTRIC METER	EM	
POWER POLE	TP	
LIGHT POLE		
SIGN		
TREE/TREELINE		
RETAINING WALL		
FENCE		

GOVERNING SPECIFICATIONS

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF INVER GROVE HEIGHTS SPECIFICATIONS.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
3. THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. CONCRETE CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
4. ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF THE BUILDING UNLESS OTHERWISE NOTED.
5. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES (MMUTCD).
6. CATCH BASINS IN THE GUTTER LINE SHALL BE SUMPED 0.17'. ELEVATIONS SHOWN ON THE PLANS REFLECT THE SUMPED LOCATIONS.
7. SANITARY SEWER CLEANOUTS SHALL BE EQUIPPED W/ A BOX FRAME AND SOLID LID (NEENAH R-1914-A) OR APPROVED EQUAL.
8. INSTALL TRITON UNDERGROUND STORMWATER SYSTEM PER MANUFACTURES SPECIFICATIONS.

SITE DATA

ZONING:	B-3 GENERAL BUSINESS
PARCEL AREA:	1.205 AC.
EXISTING IMPERVIOUS:	0.416 AC. (34.5%)
PROPOSED ADDED IMPERVIOUS:	0.418 AC. (34.7%)
TOTAL ULTIMATE IMPERVIOUS:	0.834 AC. (69.2%)

N

0 10 20 40

(IN FEET)

STORM SEWER SCHEDULE

STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH-101	48" DIA.	R-3347-A
CBMH-102	48" DIA.	R-3067-V
STMH-103	48" DIA.	R-1733
ACCESS 1	30" DIA.	R-1733
ACCESS 2	30" DIA.	R-1733

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

BENCHMARK

ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE MNDOT GEODETIC WEBSITE. SURVEY DISK 1918B WITH AN ELEVATION OF 972.23 WAS USED TO ESTABLISH VERTICAL CONTROL (NAVD 88).

Carlson McCain
ENVIRONMENTAL • ENGINEERING • SURVEYING
248 Apollo Dr, Suite 100, Lino Lakes, MN 55014
Phone: 763-489-7900 Fax: 763-489-7959

SITE & UTILITY PLAN

MORRIES PARKING LOT EXPANSION
16 Mendota Road E.
Inver Grove Heights, Minnesota

MORRIES AUTOMOTIVE GROUP
12520 Wayzata Blvd.
Minnetonka, MN 55305

REVISIONS
1. 09/05/14 Per City comments.
2.
3.
4.
5.
6.

DRAWN BY:	JTR/KMH
DESIGNED BY:	JTR
ISSUE DATE:	08/18/14

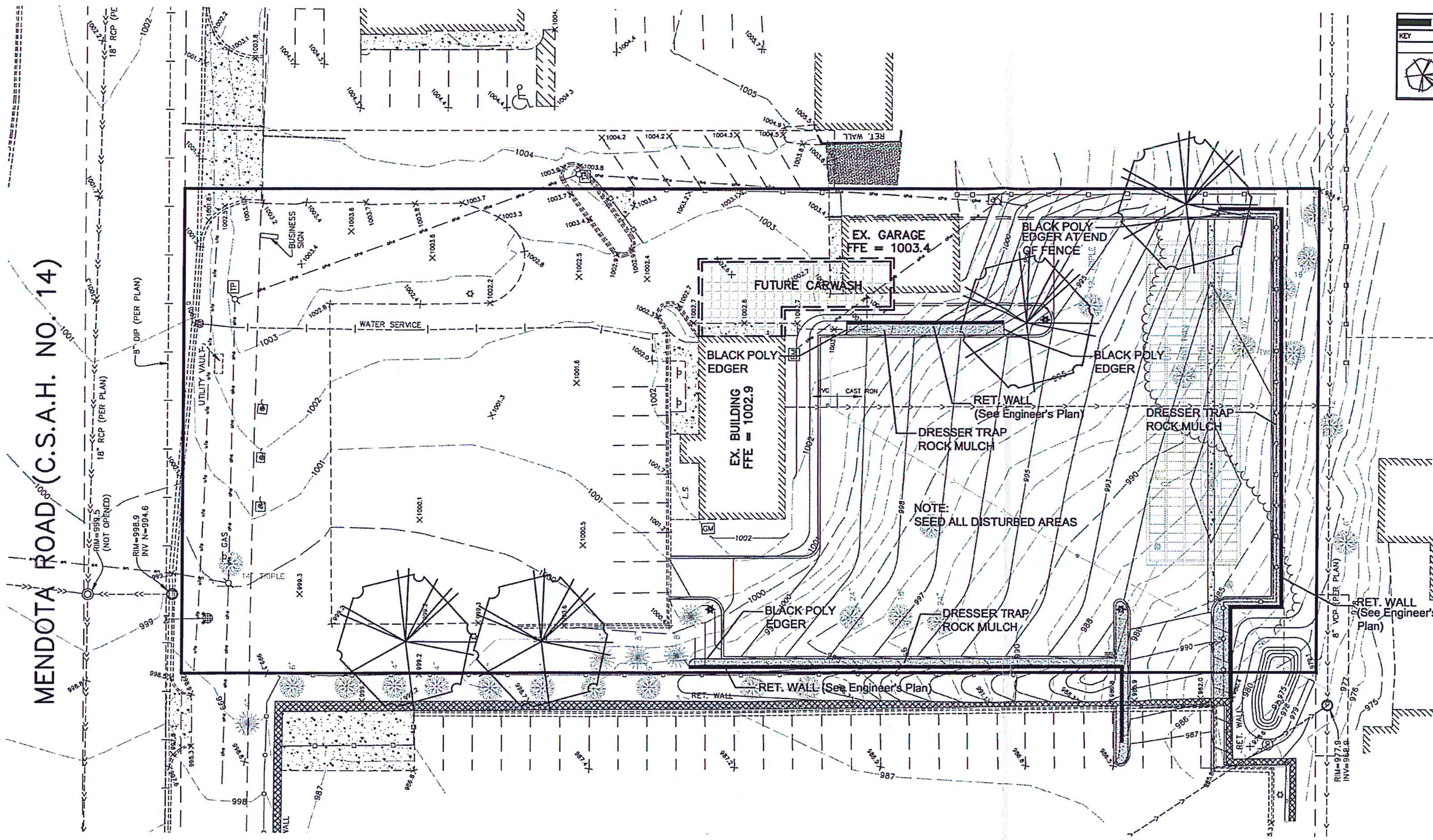
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Joseph T. Radach, P.E.
Signature:
Date: 08/18/14 License #: 45889

C2 of 6

Save Date: 09/05/14 F:\Jobs\5201 - 5220\5218 - morries - inver grove heights\cad\engineering\5218_site.dwg

Landscape Plan



LANDSCAPE LEGEND					
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	REMARKS
	DECIDUOUS TREES					
	Acer x freemanii 'Jeffersred'	AUTUMN BLAZE MAPLE	2.5"	BB	4	

NOTES:

1. DRESSER TRAP ROCK MULCH TYPICAL ALONG ALL RETAINING WALLS. USE A LANDSCAPE FABRIC IN THE ROCK MULCH AREAS. MULCH TO BE MIN. 4" THICK WITH NO LANDSCAPE FABRIC VISIBLE. DRESSER TRAP ROCK MULCH TO BE 2.5" TO 4" MIN. SIZE & 10% @ 6". EDGER TYPICAL WHERE ROCK MULCH AREAS INTERFACE WITH SEEDED AREAS.

2. EDGER SHOULD BE BLACK DIAMOND EDGER OR EQUAL.

3. SEED ALL DISTURBED AREAS WITH MNDOT SEED MIX 25-141 (GENERAL ROADSIDE MIX) AT 60 LBS. PER ACRE. REFER TO ENGINEER'S PLAN C5 OF 6 FOR MORE DETAIL.

****LANDSCAPE REQUIREMENTS****:

10-15-11 B.1: ONE (1) TREE PER EVERY (10) PARKING SPACES.

APPROXIMATELY 42 PARKING SPACES ADDED:
42/10 = 4 TREES REQ.

PLANTING NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.

2. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.

3. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.

4. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

5. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.

6. EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING.

7. ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.

8. ALL TREES MUST BE PLANTED, MULCHED, AND STAKED AS SHOWN IN THE DETAILS.

9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.

10. MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR TREES, SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.

11. THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE LANDSCAPE LEGEND.

13. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

14. THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTANED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.

16. LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL AT 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.

17. USE ANTI-DESICCANT (WILTPRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.

18. PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-10-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.

19. ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASON (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.

20. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.

21. SEASONS/TIME OF PLANTING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
DECIDUOUS POTTED PLANTS:
APRIL 1-JUNE 1; AUG. 21-NOV. 1
DECIDUOUS B&B:
APRIL 1-JUNE 1; AUG. 21-NOV. 1
EVERGREEN POTTED PLANTS:
APRIL 1-JUNE 1; AUG. 21-OCT. 1
EVERGREEN B&B:
APRIL 1-MAY 15; AUG. 21-SEPT. 15

22. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THOUGHOUT THE GUARANTEE PERIOD.

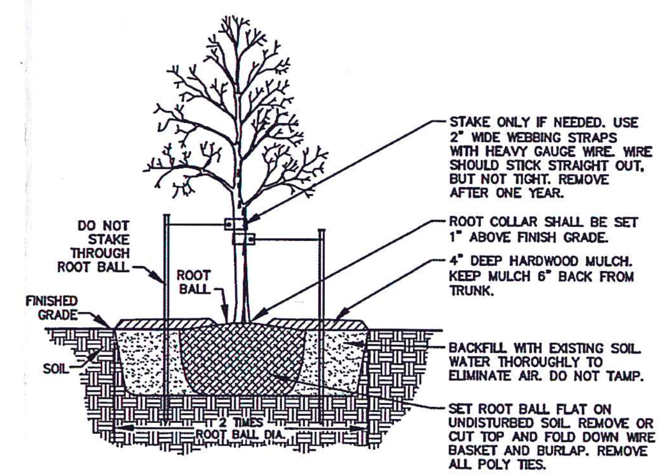
23. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.

24. WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

25. CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

26. PROPOSED IRRIGATION SYSTEM TO BE DESIGN BUILD.

27. ALL DISTURBED AREAS TO BE SEEDED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.



A DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

0 10 20 40
(IN FEET)

CALL BEFORE YOU DIG
811
Know what's below. Call before you dig.

Carlson McCain
ENVIRONMENTAL • ENGINEERING • SURVEYING
248 Apollo Dr, Suite 100, Lino Lakes, MN 55014
Phone: 763-489-7900 Fax: 763-489-7959

LANDSCAPE PLAN

MORRIES PARKING LOT EXPANSION
16 Mendota Road E.
Inver Grove Heights, Minnesota

MORRIES AUTOMOTIVE GROUP
12520 Wayzata Blvd.
Minnetonka, MN 55305

REVISIONS
1. 09/05/14 Per City comments.
2.
3.
4.
5.
6.

DRAWN BY:	ELF/JCW
DESIGNED BY:	JCW
ISSUE DATE:	08/18/14

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Landscape Architect under the laws of the State of Minnesota.

Name: John C. Winter, R.L.A.
Signature:
Date: 08/18/14 License #: 12258
Contact #: 218-556-1022

L1 of 1

Save Date: 09/05/14 F:\Jobs\5201 - 5220\5218 - morries - inver grove heights\cad\engineering\5218_landscape.dwg

AGENDA ITEM _____

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

JIM DEANOVIC – Case No. 14-22PUD

Meeting Date:	October 13, 2014
Item Type:	Regular 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 the following requests for properties located in the Northwest Area:

A) A **Comprehensive Plan Amendment** to change the land use categories on portions of the parcels from;
1) Blackstone Vista: 40 acres from IOP, Industrial Office Park, CC, Community Commercial, MDR, Medium Density Residential to LDR, Low Density Residential.
2) Blackstone Ridge: 40 acres from LMDR, Low-Medium Density Residential, MDR, to LDR.
Plus these additional amendments:
3) Change in the Sanitary Sewer map to show the proposed change in routing of the sanitary sewer through the Argenta Sewer District.
4) Change to the MUSA Expansion Exceptions through the Leitch Estates Neighborhood with routing of public street and utility improvements through the neighborhood.
5) Creating new districts for the MDR and LDR categories to address financial implications in the Northwest Area.

- Requires 4/5th's vote.

B) **Rezoning** of the property from A, Agricultural to R-1C/PUD, Single Family Residential PUD and R-3B/PUD, Multiple Family Residential PUD.

Requires 3/5th's vote.

C) A **Preliminary Plat and Preliminary PUD Development Plan** Approval for a three parcel plan to be known as Blackstone Vista – 78 unit single family, Blackstone Ponds – 104 unit townhome and Blackstone Ridge – 121 single family.

- Requires 3/5th's vote.
- 60-day deadline: November 8, 2014 (second 60-days)

SUMMARY

The applicant is proposing a three part residential subdivision within the Northwest Area. The three phases are known as Blackstone Vista, Blackstone Ponds and Blackstone Ridge. Blackstone Vista consists of a 78 unit single family development on approximately 40 net acres. Blackstone Ponds is a 104 unit townhome development on approximately 17 net acres. Blackstone Ridge is a 121 unit single family development on approximately 57 net acres. The three parcels are not all contiguous to each other, but the developer is proposing the three neighborhoods at the same time as they all contribute to meeting specific performance standards and overall goals of the Northwest Area.

ANALYSIS

Comprehensive Plan Amendment

The applicant is proposing land use plan changes in the Blackstone Vista and Blackstone Ridge areas. The changes include reducing the density designations to LDR, Low Density Residential. A reduction in density would have an impact on the total fees collected for trunk sewer and water construction. Based on the existing land use designations used of the property used in the financial analysis, there would be a shortfall of approximately $1,032,972 with the proposed amendments.

Staff is recommending new categories be adopted in the comprehensive plan that address a reduced fee collection as a result of a lower density comp plan request. With the new language, the developer is responsible for paying the difference between the connection fees assumed as part of Ehlers and Associates analysis to actual density. New categories LDR-NWAPUD and MDR-NWAPUD are proposed. These categories are the same concept as that approved with the Meridian project (Groveland Heights). Council approved the text for the LMDR-NWAPUD. Both the Argenta Hills and Groveland Plats were approved with the developer paying the unit connection fee shortfall.

PUD Design

The applicant is requesting flexibility from the Northwest Area Standards in the following areas:

1. Side yard and building separation. Applicant is requesting a 15 foot building separation and some 15 foot setbacks for corner lots. These are similar to those requests approved in both Argenta Hills and Groveland Heights.
2. Minimum corridor width. Not all of the entirety of open space in the three phases meets the 100 foot minimum width. Each neighborhood meets the 75% contiguous, but do not meet 100 feet wide in all cases. Council approved similar request in Groveland Heights.
3. Driveway widths. Applicant requesting to utilize 30 foot wide driveways with standard bituminous. Council approved similar request in Argenta Hills and Groveland Heights.

Overall, the three neighborhoods combined generally meet the Northwest Area Standards. There are still some details to be worked out regarding open space/trail/greenway connections, road connections and storm water manual compliance. Some of the road connection issues can be resolved after Council makes decisions on a collector street right-of-way and construction policy.

Utility and Road Decisions

There are a number of decisions relating to trunk sewer and road expansions that Council has yet to address. There are various alternatives that can be explored and can be worked out between the City and the developer after a preliminary plan approval.

Some of the decisions to be addressed include:

- Proceed with final design on the utility extension. Project already approved, waiting for preliminary plat approval including authorizing acquisition/condemnation for utility easements (including Peltier and lot in Leitch Estates, or in the alternative, Peltier and properties on the south side of 70th Street).
- Approve bonds for utility construction.
- Identify funding for connection fee shortages.
- Authorize acquisition/condemnation of connecting road easements for the plats (includes two streets that extend east from existing Argenta Trail to the Ridges plat and one street extending east from the Ponds to the Leitch Estates streets).

- Approve collector street policy (addressing street design, ROW dedication/acquisition/condemnation, construction, responsibilities and funding).
- Possible option to approve amendment to the Transportation Element of the Comprehensive Plan (designed to identify future alignment of Argenta Trail, north of 70th Street).
- Identify funding for Argenta Trail Construction.

Planning Commission Discussion

The Planning Commission discussed the item at two meetings, September 16 and October 7. During last night's meeting, 15 residents spoke during the public hearing portion. The primary concerns raised by nearly all the speakers was the unknown alignment of Argenta Trail including its impacts on the properties in Leitch Estates, and the impact of the sewer extension and road improvement projected for 69th Street. All those in the neighborhood were opposed to the development's impact on their neighborhood. After an approximate two hour discussion, the Planning Commission felt the request was pre-mature because there were too many unknowns and recommended denial of the request in its entirety based on the following primary reasons:

1) The unknown alignment of Argenta Trail and possible impacts to the existing property owners in Leitch Estates,

2) The negative impacts of a sewer extension and road extension along 69th Street in Leitch Estates.

There was some concern raised about the projects consistency with the Northwest Area Storm Water Manual.

RECOMMENDATION

Planning Staff: Staff has prepared a resolution of approval containing all the necessary conditions to allow conditional approval subject to utility and road studies being completed to address the unknown utility and road alignments.

Planning Commission: Recommended denial of the request in its entirety (5-3-1).

Attachments: Resolution relating to Land Use Change
Resolution relating to Land Use and Text Change
Resolution relating to Comp Plan Text Change relating to MUSA Expansion Exceptions
Resolution relating to Comp Plan Sewer Map Change Showing The Realigned Sewer Through the Argenta Sewer District
Resolution relating to Denial of The Request
Ordinance Amendment Rezoning Parcel
Resolution Relating to Preliminary Plat and Preliminary PUD Development Plan
Planning Commission Minutes from September 16, 2014
Planning Report
Supplemental Planning Report
Letter from Residents

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FOR PORTIONS OF THE PROPERTY DESCRIBED BELOW:

BLACKSTONE VISTA - 40 ACRES FROM IOP, INDUSTRIAL OFFICE PARK, CC, COMMUNITY COMMERCIAL, MDR, MEDIUM, DENSITY RESIDENTIAL TO LDR, LOW DENSITY RESIDENTIAL.

BLACKSTONE RIDGE - 40 ACRES FROM LMDR, LOW-MEDIUM DENSITY RESIDENTIAL, MDR, MEDIUM DENSITY RESIDENTIAL TO LDR, LOW DENSITY RESIDENTIAL.

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, an application has been submitted for property legally described as;

SEE EXHIBIT A

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 16 and October 7, 2014, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The 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.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2014.

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Kennedy, Deputy Clerk

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 AND A TEXT AMENDMENT CREATING NEW LAND USE CATEGORIES CALLED MDR-NWAPUD, MEDIUM DENSITY RESIDENTIAL, NORTHWEST AREA PUD AND LDR-NWAPUD, LOW DENSITY RESIDENTIAL NORTHWEST AREA PUD FOR PORTIONS OF THE PROPERTY DESCRIBED BELOW:

BLACKSTONE VISTA - 40 ACRES FROM IOP, INDUSTRIAL OFFICE PARK, CC, COMMUNITY COMMERCIAL, MDR, MEDIUM, DENSITY RESIDENTIAL TO LDR-NWAPUD, LOW DENSITY RESIDENTIAL NORTHWEST AREA PUD.

BLACKSTONE PONDS FROM MDR, MEDIUM DENSITY RESIDENTIAL TO MDR-NWAPUD, MEDIUM DENSITY RESIDENTIAL NORTHWEST AREA PUD.

BLACKSTONE RIDGE - 40 ACRES FROM LMDR, LOW-MEDIUM DENSITY RESIDENTIAL, MDR, MEDIUM DENSITY RESIDENTIAL TO LDR-NWAPUD, LOW DENSITY RESIDENTIAL NORTHWEST AREA PUD.

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, an application has been submitted for property legally described as;

SEE EXHIBIT A

WHEREAS, new text language is created for the new land use category MDR-NWAPUD as follows:

The land use designation of MDR-NWAPUD (Medium Density Residential/ Northwest Area PUD) means that the property so classified has the same density and development

requirements of the MDR designation, together with the additional following requirements:

1. The property must be zoned, platted and developed as a PUD within an approved PUD contract and approved PUD plans.

2. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water treatment plant fee, water connection and core connection fee and sewer connection and core connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hook up fees that will be collected for the subject property per the actual density at which the subject property develops.

The land use designation of MDR–NWAPUD will typically be applied to land in the Northwest Area which previously was guided for higher density residential development, but for which the city determines that a lower density is satisfactory if the connection fees and hook up fees actually paid, together with the additional payment by the landowner/developer due to the reduction in density, equals the total amount required by the city to pay for the utility infrastructure as stated in the financial and connection fee study prepared by Ehlers & Associates for the Northwest Area.

WHEREAS, new text language is created for the new land use category LDR-NWAPUD as follows:

The land use designation of LDR-NWAPUD (Low Density Residential/ Northwest Area PUD) means that the property so classified has the same density and development requirements of the LDR designation, together with the additional following requirements:

3. The property must be zoned, platted and developed as a PUD within an approved PUD contract and approved PUD plans.

4. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water treatment plant fee, water connection and core connection fee and sewer connection and core connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest

Area utility connection fees and hook up fees that will be collected for the subject property per the actual density at which the subject property develops.

The land use designation of LDR-NWAPUD will typically be applied to land in the Northwest Area which previously was guided for higher density residential development, but for which the city determines that a lower density is satisfactory if the connection fees and hook up fees actually paid, together with the additional payment by the landowner/developer due to the reduction in density, equals the total amount required by the city to pay for the utility infrastructure as stated in the financial and connection fee study prepared by Ehlers & Associates for the Northwest Area.

WHEREAS, an amendment to change boundaries or text of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 16 and October 7, 2014, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan and Text Amendment 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 and Text Amendment 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.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2014.

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE SANITARY SEWER MAP IN CHAPTER SEVEN TO REFLECT A NEW ALIGNMENT IN THE ARGENTA DISTRICT

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, an amendment to the 2030 Comprehensive Plan may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 16 and October 7, 2014, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Chapter Seven Sanitary Sewer Map for the Argenta District 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 Chapter Seven Sanitary Sewer Map Change 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.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2014.

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO AMEND CHAPTER SEVEN - SANITARY SEWER BY CHANGING FIGURE 7.1 SANITARY SEWER AND SEWER DISTRICTSTO REFLECT A NEW SANITARY SEWER ROUTE THROUGH THE ARGENTA SEWER DISTRICT.

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, an amendment to the Comprehensive Plan may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 16 and October 7, 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 Amendment to Chapter 7 relating to the Sewer Map 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.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2014.

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING THE REQUEST FOR A COMPREHENSIVE PLAN AMENDMENT, REZONING AND PRELIMINRY PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT FOR THE BLACKSTONE DEVELOPMENT

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, an application has been received for comprehensive plan amendment, rezoning and preliminary plat and preliminary planned unit development;

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Subdivision 3, a public hearing concerning the proposed Ordinance Amendment was held before the Inver Grove Heights Planning Commission on September 16, 2014 and October 7, 2014;

WHEREAS, the responsibility of the City Council is to insure orderly and sound development throughout the city and in the Northwest Area;

WHEREAS, the development proposed by the applicant requires changes to the comprehensive plan in order to be approved. These changes include; land use density changes, changes to utility alignments, impacts to MUSA Expansion Exceptions neighborhoods and alignments of planned arterial roads within the project boundary. These impacts require further analysis. As such, the application has been deemed pre-mature for development and the requests denied for the following reasons:

The Project is pre-mature and must await the following City actions:

a) The City/County adoption of the Argenta Trail alignment study for that segment of Argenta Trail lying north of 70th Street.
b) The City adoption of:

i) Final utility design of the extension of utilities from its current terminus to the Blackstone plats
ii) Identification of easements
iii) Acquisition/condemnation of the easements
iv) Approval of financing plan
v) Awarding of contract

c) The City adoption of a Collector Street Policy that addresses feasibility studies, right of way acquisition and dedication, construction, and funding.

d) The City adoption of:
i) Final design of utilities and roads from the Blackstone Ponds to Blackstone Ridges
ii) Identification of easements
iii) Acquisition/condemnation of easements
iv) Approval of financing plan
v) Awarding of contract

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the request for comprehensive plan amendment, rezoning and preliminary plat and preliminary planned unit development is hereby denied.

Adopted by the City Council of Inver Grove Heights this ____ day of _____ 2014.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. ____

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

CASE NO. 14-22PUD
(Jim Deanovic)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from A, Agricultural to R-1C/Planned Unit Development and R-3B, Planned Unit Development, to wit:

To R-1C, Single Family Planned Unit Development:

Lots 1-121, Outlots A-G, Blackstone Ridge
And
Lots 1-78, Outlots A-H, Blackstone Vista

To R-3B, Multiple Family Planned Unit Development:

Lots 1-104, Outlots A, B, Blackstone Ponds

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the

Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this _____ day of _____, 2014.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN FOR A THREE PARCEL PLAN TO BE KNOWN AS BLACKSTONE VISTA - 78 UNIT SINGLE FAMILY, BLACKSTONE PONDS - 104 UNIT MULTIPLE FAMILY, BLACKSTONE RIDGE - 118 UNIT SINGLE FAMILY

CASE NO. 14-22PUD)
(Jim Deanovic)

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City to be known as Blackstone Vista, Blackstone Ponds and Blackstone Ridge 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 September 16 and October 7, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for Blackstone Vista, Blackstone Ponds and Blackstone Ridge 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 of Blackstone Vista, Ponds, Ridge	8/14/14
Preliminary Revised Blackstone Ridge	9/6/14

Preliminary Overall Site Plan of Blackstone	8/14/14
Preliminary Open Space Plan of Blackstone	8/14/14
Preliminary Grading and Drainage Plan	8/14/14
Preliminary Overall Utility Plan	8/14/14
Preliminary Landscape Plan	8/14/14
Preliminary Tree Inventory and Preservation Plan	8/14/14
Trail Plan	8/14/14

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. Said plans shall address the comments from the City Engineer Memo dated 9-12-14 and 9-30-14.

3. Drainage and utility easements shall be provided on the final plats as required by the Director of Public Works.

4. When not in city owned outlots, the ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

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 approval by 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 Owner shall be responsible for the maintenance of storm water improvements on such lots.

9. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	**Location of Storm Water Improvement**	**Responsible Party**
Regional ponds		City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

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 Conservation and Open Space Easement over those portions of the development that are to be retained for required open space. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement 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 identified property in the plat if the responsible party fails to pay the costs. The locations and descriptions of the conservation areas shall be determined with the final plat and final PUD review and approval.

11. 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. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops or an alternate agreed upon by the City Council. The fees as currently estimated are $1,032,972.

13. 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.

14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.

16. 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.

17. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

18. The City is in the process of planning, designing and constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

19. All private streets shall be maintained by the Home Owners Association.

20. 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.

21. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Title 10-13F of the City Code.

22. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandum.

23. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lights shall be paid for and installed by the developer. The street lighting plans shall be approved by the City prior to installation.

24. Separate trail easements shall be granted to the City for the trail system through the development. The City reserves the right to assign the trail easement to Dakota County for the Regional Mendota/Lebanon Greenway. The City/County shall be responsible for the maintenance of the trail and trail easement area.

25. 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.

26. All setbacks standards identified on any of the plans shall reflect a 30 foot rear yard setback and shall be listed in the summary table on those plans.

27. The design of Blackstone Ridge shall be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.

28. The final plat of Blackstone Ridge shall reflect the future alignment of Argenta Trail, as adopted by the City Council and Dakota County.

29. Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed on the plat of Blackstone Ridge.

30. The final design of Blackstone Ridge shall require a street connection to 65th Street and a connection to future Argenta Trail on the west side of the plat roughly just north of the existing wetland. The road connection point shall be subject to approval by Dakota County.

31. The connection point from 69th Street to Argenta Trail would be considered a temporary access by Dakota County. This access point may be required to be modified or abandoned. The final design and decision shall be subject to Dakota County.

32. The final plat of Blackstone Ridge shall be consistent with the City policy of collector streets, as subsequently adopted by the City Council, including right-of-way dedication, construction, and funding.

33. The final plat of Blackstone Ponds is subject to the City approving the design, acquiring rights of way and easements, approving the construction, and identifying funding of the extension of utilities and a public street, easterly from Blackstone Ponds along 69th Street and onto Blackstone Ridge.

34. The Blackstone project shall be modified to address comments #1-11 from the memo prepared by the Director of Parks and Recreation dated September 10, 2014.

35. Prior to final plat and final PUD approval, the developer shall identify a specific impervious surfaced maximum for each lot. This lot maximum must be listed in table on the approved plans.

36. Prior to final plat and final PUD approval, a parking plan shall be prepared that shows the possible parking areas to determine approximately how many cars could be parked in the Ponds Development.

37. Final plat approval is subject to the City Council ordering a public improvement project to extend trunk water main and trunk sanitary sewer to serve the parcels included in the plat; approving the project plans and specifications for that project; authorizing the acquisition of necessary easements over parcels not included in the plat, for construction of that project and awarding a construction contract for that project; approval of a financing plan for extension of public utilities, including trunk lines or an alternate agreed upon by the City Council.

38. Plat approval is subject to the City ordering public improvement projects and ordering acquisition or condemnation processes to construct and acquire easements for extension of utilities form their current location in the City to the Blackstone Vista Plat and from Blackstone Ponds Plat to the Blackstone Ridge Plat.

39. Plat approval is subject to the City approving a financing plan to construct public improvement projects and acquire easements from the current location of utilities in the City to the Blackstone Vista Plat, and from the Blackstone Ponds Plat to the Blackstone Ridge Plat.

40. Plat approval is subject to the City approving bond financing or other means of financing to pay for the extension of trunk utilities to serve the plats.

41. Plat is subject to the City ordering a public improvement project and ordering acquisitions or condemnation processes to acquire and construct a street connection segment or multiple street connection segments from the Blackstone Ridge Plat to existing Argenta Trail.

Passed this _____ day of _____, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

building west of this property. The current tenant of 16 Mendota Road will continue to operate on the property until their lease is up or they find a new location. An internal access point would be added to connect the two Morrie's parcels. Staff recommends approval of the request with the nine conditions listed in the report. Staff received a call from one property owner who had general questions.

Opening of Public Hearing
Karl Schmidt, 2749 Dean Parkway, Minneapolis, advised he was available to answer any questions.

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

Mr. Schmidt replied in the affirmative.

Commissioner Simon asked how long Carhop had a lease for 16 Mendota Road.

Mr. Schmidt replied ten years. He advised that Carhop was willing to relocate as soon as they found an agreeable location.

Commissioner Simon asked if the front parking area would be used for sales once Carhop left.

Mr. Schmidt replied it would be used for overflow storage, not sales.

Chair Hark closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a conditional use permit amendment to expand the parking lot facilities and add a car wash, for the property located at 16 Mendota Road, with the nine conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on October 27, 2014.

JIM DEANOVIC (BLACKSTONE) – CASE NO. 14-22PUD

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a Preliminary Plat and Preliminary PUD Development Plan for a three part residential PUD on three separate parcels consisting of 305 residential units on single-family and townhouse lots, a rezoning of the parcels to R-1C/PUD and R-3B/PUD in the Northwest Area Planned Unit Development, a Comprehensive Plan Amendment consisting of the following changes: 1) land use map change for Blackstone Ridge from LMDR, Low-Medium Density Residential and MDR, Medium Density Residential to LDR, Low Density Residential, 2) land use map change for Blackstone Vista from LMDR to LDR and from IOP, Industrial Office Park, MDR, CC, Community Commercial to LDR; and in the alternative, the additional Comprehensive Plan Amendments are being proposed: 3) amending the land use plan to add the following land use categories: 1} LDR-NWPUD, Low Density Residential Northwest Area PUD and 2} MDR-NWPUD, Medium Density Residential Northwest Area PUD including new text for these categories, 4) amending Chapter 7 of the Comprehensive Plan relating to the future sewer and water map for the Northwest Area, and 5) amending Chapter 2 relating to changes to the exception neighborhood Leitch Estates noted in MUSA Expansion Exceptions, for the property located along the north side of County Road 26 near the Eagan border, east of the intersection of Argenta Trail, and County Road 26 and on the west side of Argenta Trail, south of County Road 26. 209 notices were mailed.

Presentation of Request

Tom Link, Community Development Director, advised that the applicant has submitted an application for a three part residential subdivision in the Northwest Area (NWA). The first phase, Blackstone Vista, is southwest of 70th and Argenta. The second phase, Blackstone Ponds, is northwest of 70th and Argenta and lies to the west of the Leitch Estates neighborhood. The last phase, Blackstone Ridges, is northeast of 70th and Argenta. He discussed some of the work that the City has completed in regard to this development, including a land use projection, financial update for the NWA utilities, a regional basin update, feasibility report on the extension of utilities, preliminary design of utility extension, review of Deanovic concept plans, update of the Northwest Area Park Plan, Dakota County approval of two of the plats, and the recent City Council selection of a contractor for a final design of the utilities. There continues to be work that needs to be done, most pertaining to either the utilities or the transportation. To some extent it is a 'leap frog' development in that the development is not adjacent to where the sewer ends now and so the City would have to extend the sewer across intervening properties to get to the Deanovic property. That involves preparing a final design of utilities, identifying and acquiring the necessary easements, identifying funding for easement acquisition and construction of utilities, approving that funding, and awarding a contract for the construction of the utilities.

There are two transportation issues; Argenta Trail and collector streets. The City has been studying transportation in this area for some time. The City plans for a future interchange at Hwy 55 and Argenta Trail, a future interchange on I-494, and a realignment of Argenta Trail from its current terminus at 70th Street and Argenta Trail. Argenta is an extension of Yankee Doodle Road in Eagan and will eventually be a major arterial. Traffic studies indicate that in 20-30 years this could be a six-lane road, for which the County will require a 200 foot right-of-way. The alignment of Argenta Trail has not yet been determined; there are three possible options: 1) put all right-of-way on the Blackstone Ridge plat, which would significantly reduce the development potential of the property, 2) move it west to the eastern edge of Leitch Estates, which would require acquisition of a portion or all of 10-15 residential properties, or 3) put the right-of-way on the property line – half on the Deanovic property, half on Leitch Estates. There is a power line in this corridor; however, which is estimated to cost a million dollars to move.

The second transportation issue is collector streets. The City's Collector Street Study identifies two collector streets through the Ridges plat. The City currently does not have a policy on dedication of right-of-way for these roads or the funding of construction. These policies should be in place before the City makes any recommendation on subdivision plats that are impacted by these issues. More time is needed for the Council to adopt a policy on right-of-way dedication and funding.

The sewer that was extended to 80th Street and Robert Trail has not generated the development that the City anticipated. Extending the utilities to the Deanovic properties would open up additional properties to utility connections and hopefully generate that development. The proposed development would provide for the current residential market, which is primarily single-family residential.

Commissioner Simon asked for clarification of the Argenta Trail realignment shown on the Northwest Area Collector Street System Study map.

Mr. Link showed the alignment on the map, stating the plans have been to extend Argenta Trail north from the 70th and Argenta Trail intersection up to an interchange on I-494.

Commissioner Simon stated that the Comprehensive Plan had always shown the interchange at that location; however, at the open house the County had talked about moving the I-494 interchange to the east of the location shown on the map. She advised that at those meetings the

County had asked citizens and representatives from Sunfish Lake, Mendota Heights, and Inver Grove Heights for their input on its location.

Commissioner Klein agreed with Commissioner Simon's comment, stating one of the reasons they chose that location was because it was in Inver Grove Heights rather than Sunfish Lake.

Mr. Link stated his recollection was that there was an issue of maintaining a minimum spacing between the Robert Street and Dodd Road interchanges, and therefore the intent was to put the interchange at the location shown on the map, but it would be on the south side of I-494 so it would not extend into Sunfish Lake.

Commissioner Simon stated the map they had shown at the open house was different from the one Mr. Link was referring to. She advised that at the meeting the County had brought forward three different alignment options. One option showed the alignment where the No. 7 collector street was currently being shown on the map and that was the preferred alignment by the citizens because that way the developers could deal with it rather than existing homeowners having to sell or give up their land in order to put in the interchange.

Mr. Link stated his recollection what that the plan had always been for Argenta Trail to extend north from its current location at 70th and Argenta; however, whether that goes east onto the Deanovic property or west onto the Leitch Estates property has not yet been decided.

Commissioner Simon asked for clarification of whether Argenta Trail could potentially be six lanes wide at 70th Street.

Mr. Link replied that in the next 20-30 years Argenta Trail could eventually be six lanes wide as this would be a major road connecting two future interchanges and tying into Yankee Doodle Road.

Commissioner Simon stated previously the plans were to cul-de-sac the end of Argenta Trail.

Mr. Link replied that the concept plan still shows the south end of the existing Argenta Trail being changed to a cul-de-sac just north of 70th Street.

Commissioner Robertson asked if the intent was to make decisions now based on Argenta Trail potentially being six lanes wide.

Mr. Link replied in the affirmative, stating the County would like to get a 200 foot right-of-way now rather than having to acquire it after development occurs. He advised that the actual construction may start off as a two-lane or four-lane and be expanded as the need arises.

Commissioner Robertson asked if the same number of existing residences would be impacted whether all 200 feet of right-of-way was on Leitch Estates or if it was split with 100 feet on the Deanovic property and 100 feet on Leitch Estates.

Mr. Link replied that he was unsure as that part of the analysis had not yet been done. He advised that before a final alignment would be selected additional investigation and a public participation process would have to take place.

Commissioner Simon asked if a noise study would be necessary.

Mr. Link replied that he was unsure to what extent the County takes noise into consideration.

Commissioner Simon advised that a noise study was done with 70th Street, and if it were widened it

would impact everyone along 70th Street.

Mr. Link advised there would be a dozen or so criteria that the County and City would look at, and noise may be one of them. He advised that the County and City share the costs of County roads, including the cost of acquisition; the County pays 55% and the City pays 45%.

Commissioner Maggi asked if it was correct to assume that these issues would be present anytime development was initiated in this quadrant of the City, and were not necessarily tied to this specific development.

Mr. Link replied that most of the issues being discussed tonight were typical of all development proposals (collector streets, utilities, etc.). The Argenta Trail alignment was somewhat unique; however, and would affect properties along that alignment.

Allan Hunting, City Planner, displayed a map of the three proposed development areas and discussed the specific items being request tonight. He advised that the applicants are requesting a Comprehensive Plan Amendment to change the land use on 40 acres of property in Blackstone Vista from IOP-Industrial Office Park, CC-Community Commercial, and MDR-Medium Density Residential to LDR-Low Density Residential, and 40 acres in Blackstone Ridge from LMDR-MDR to LDR. Since the number of units would be decreased, language would be added requiring that the developer pay back the trunk fees to the assumed number. The Sanitary Sewer map would be changed to reflect the proposed change in routing of the sanitary sewer. Leitch Estates, which lies between two of the proposed plats, was identified in the Comprehensive Plan as a neighborhood in which sewer was not planned to run through. If the main trunk line would be extended along 69th Street, which is part of this exception neighborhood, language should be added allowing the City Council to do this.

Mr. Hunting advised that all PUD developments in the NWA must be rezoned to a PUD. The applicant is requesting that this property be rezoned from A, Agricultural to R-1C/PUD and R-3B/PUD. The developers have done a fairly good job of providing the necessary open space and contiguous open space. In the Vista and Ponds developments they have some pinch points on the 100 foot corridor but are hitting the other numbers. In the Ridges the open space is more broken up and the design does not provide for a contiguous open space as intended by the code. Staff prepared a concept greenway/open space plan and recommends that the design of Ridges be modified to provide more contiguous open space. In regard to impervious surface, overall the total project falls within the impervious surface maximums. Staff is recommending that a specific impervious surface calculation be done for each lot at time of final plat review. There are currently no plans for city parks in any of these areas so the developer will be required to pay park dedication fees. Each development will have some trails and also sidewalks on one side of the street to provide connectivity. Tree reforestation would be met when combining the three plats together.

The applicants are not planning to install infiltration basins between buildings and are therefore requesting flexibility from the 20 foot separation between buildings. They are proposing a 5 foot setback on the garage side and a 10 foot setback for principal structures. They are also looking for flexibility to allow a 15 foot corner lot setback rather than a 20 foot setback, some flexibility from the 100 foot open space corridor width as there are pinch points, and flexibility from the need for porous pavement beyond a 20 foot driveway width.

In regard to financing, Council directed that the cost of the trunk utilities be borne by the developers. An analysis was done for each parcel to determine its development capacity. An analysis has been done to compare the development assumptions versus the proposed, and there is a million dollar shortage. City Council will have to address this as financial issues are not the

Planning Commission's purview.

Commissioner Robertson asked for clarification that there were no parks planned within any of the three subject areas.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked for clarification of whether parks were required when areas reached a certain density.

Mr. Hunting replied nothing was automatically required by density. The Parks Department recently did an analysis of future park needs and none were identified on any of these three specific parcels. He advised that future parks in the area would be under the purview of the Park and Recreation Commission.

Commissioner Klein asked if any possible park areas were identified in the Northwest Area.

Mr. Hunting replied in the affirmative, stating he did not have a map with him tonight showing specific locations.

Commissioner Simon stated it was her understanding that one was planned for the northeast corner of Robert and 70th and possibly another on the southeast side of Argenta and 70th. She pointed out a typo on page 18 in which the word 'no' was missing in regard to the need for specific tree location. She asked if they were following the Shoreland Overlay District regulations for the Ponds development.

Mr. Hunting replied in the affirmative.

Commissioner Simon noted an inconsistency in the various documents in the proposed number of homes in the Ponds development.

Mr. Hunting replied that the number was reduced throughout the application process as the developer became aware of the setback requirements from Franke Lake.

Commissioner Simon asked if the DNR provided any comments regarding this application.

Mr. Hunting advised that staff only notifies the DNR if the proposal does not comply with their requirements. Since this application followed the standards no notification was sent.

Commissioner Simon asked if the DNR needed to be notified if the area was considered sensitive.

Mr. Hunting replied he was not aware of such a designation.

Commissioner Simon replied there is a map showing sensitive areas throughout Dakota County. .

Mr. Hunting replied that would not tie into the shoreland regulations.

Commissioner Simon asked if staff received comments from the Fire Marshal.

Mr. Hunting replied they had not yet received comment.

Commissioner Simon stated she was concerned about the potential lack of turnaround ability in some of the roads that did not end in a cul-de-sac.

Tom Kaldunski, City Engineer, discussed the utilities study. He advised that a number of sanitary sewer options were considered for the Argenta District. The existing sanitary sewer ends in Argenta Hills 8th and 9th. Option 1B shows a gravity sewer being extended through the Peltier property and across Argenta Trail to the top of the hill in the Vista development. At this point a force main would follow the roads to the northwest corner of Vista at 70th Street, where the developer would provide land to the City for a lift station. Sanitary sewer would then continue into the Ponds area and move east. Two parcels in that area would be adversely affected by the sanitary sewer alignment. The sanitary sewer would then follow 69th Street to the existing Argenta Trail location, go slightly to the north, and come through a wooded area to what we have assumed to be an alignment along the west side of the Ridges development, at which point it would eventually go to the north.

Chair Hark asked why they would not run the sewer east on 70th Street.

Mr. Kaldunski replied that the alignment reflected in Option 1B would be more cost effective. Also, the grade on 70th Street is too steep for a County road and therefore when the County ultimately improves the road it would require a major excavation. They do not want to install utilities where there are unknown future grades. He showed a previous alignment from the 2030 Comprehensive Plan, stating that moving it to the current proposed alignment would result in a significant cost savings.

Commissioner Klein stated there was a property owner who has been requesting sewer and water who would have been serviced with the previous alternative and could have helped pay for it.

Mr. Kaldunski stated the steep topography in that location would make utility extension difficult. He advised that they also looked at Option 2B, which was almost identical to 1B with the exception of bringing the sanitary sewer south of 70th Street instead of along 69th Street; Option 1B would result in a much lower cost.

Commissioner Robertson asked why 2B would be more costly.

Mr. Kaldunski replied because the sewer depth on 69th Street would be 15-25 feet deep whereas Option 2B would be 40-50 feet deep. He advised that a trunk watermain system would also be constructed, which would be a grid and looping system. The trunk watermain would roughly follow the same alignment as the sanitary sewer and would be done in phases.

Commissioner Klein asked if it would be awhile before they had a complete looping system.

Mr. Kaldunski replied they were looking to achieve that as soon as possible. The first phase would have the majority of the loop in it, but there would be a gap from Argenta to the lift station until a road right-of-way was available through the Ridges property.

Commissioner Klein asked if there would be a dead end in the interim.

Mr. Kaldunski replied in the affirmative.

Commissioner Robertson asked if Option 1B was the option that would go through an existing residential area.

Mr. Kaldunski replied in the affirmative.

Commissioner Robertson asked if Option 2B would disrupt an existing residential area.

Mr. Kaldunski replied that Option 2B would go through undeveloped property south of 70th Street.

Commissioner Robertson asked if the cost difference between Option 1B and 2B was approximately $350,000.

Mr. Kaldunski replied in the affirmative. He discussed estimated construction costs.

Chair Hark asked if Mr. Kaldunski's PowerPoint presentation was available on the City's website.

Mr. Kaldunski replied in the affirmative. He advised that the City has gone through a federal review and gotten its first step of approval on the I-494 interchange location.

Chair Hark asked if the federal government had any say on the south end of Argenta Trail at Highway 55.

Mr. Kaldunski replied they did not. He gave an overview of stormwater management, and advised that they identified the regional basins and have hydrologic models for the amount to be stored in them and predicted high water elevations. He advised that staff is fairly comfortable with what they are seeing from a stormwater perspective in the Vista and Pond developments. The Ridges is more problematic from our Northwest Area standards.

Chair Hark asked if there were setbacks from the power lines.

Mr. Hunting replied there could be no structures within the power line easement but there were no required setbacks from the easement.

Commissioner Simon asked how wide the power line easement was.

Unknown person in audience replied that the easement was 75 feet wide.

Mr. Kaldunski stated there were still some outstanding issues to work through in this development and they have been outlined in the report.

Commissioner Klein asked if staff felt comfortable enough to proceed at this point with all the outstanding questions.

Mr. Link replied that by statute the City must act before the end of October. Staff's recommendation is to table to request until the next commission meeting because of the application's size and complexity.

Chair Hark stated the realignment of Argenta Trail was a significant issue and he asked if there would be more clarity around the road issue at the next meeting. .

Mr. Link replied there would not as the analysis of the Argenta Trail alignment would take more time. He advised that the Planning Commission had two options; the first would be to deny the request, based on it being premature, until a more detailed analysis of the Argenta Trail alignment could be accomplished. Another option would be to approve the request subject to that analysis being done. One of the conditions that staff would like to explore further is whether the plat could be approved conditional upon a subsequent comprehensive plan amendment to determine that alignment. If that alternative were to work the plat could be approved but it would be subject to another comprehensive plan amendment that would take another 120 days to analyze, hold another public hearing, etc.

Chair Hark stated a third option would be to send it on to City Council with no recommendation. He asked for clarification if Council action had to be taken within 120 days.

Mr. Link replied in the affirmative, stating the Planning Commission would have to take some form of action at their next meeting in order for Council to meet the 120 days.

Commissioner Simon asked if tabling it would give them enough time to cover a neighborhood meeting and address questions regarding the exception neighborhood and the Ridges road issues. She stated that if the Commission acts on the preliminary PUD, and City Council approves it, Conditions 38 and 39 give them power to start easement acquisition. She was concerned about whether this included 69th Street and stated she had many issues and questions.

Mr. Hunting stated those were issues that Council would have to determine and the Planning Commission would have to take some action before Council discussion would take place.

Commissioner Klein stated it would be helpful if staff could have another neighborhood meeting before this went to Council to try to iron out some of the issues.

Mr. Link stated that staff was considering tonight's meeting as a replacement for a neighborhood meeting. He advised that staff is recommending tabling this for two weeks; however, they likely would not have a lot more information at that time. He noted that there were many conditions attached to the option to approve, including approval of the water and sewer alignment, Argenta Trail alignment, etc.

Opening of Public Hearing

Ian Peterson, Vice President of Ryland Homes, advised he was available to answer any questions. He advised that Jim Deanovic, the property owner, and Dan Schmidt, Sathre-Bergquist, were also present.

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

Mr. Peterson replied in the affirmative.

Jim Abbott, 6720 Argenta Trail, stated he had lived in his home for 32 years and had concerns about the wetlands and the potential for wildlife loss.

Martha Zachary, 6921 Arkansas Avenue West, stated she has lived in her home since 1961 and was opposed to Option 1B. She stated the extension down 69th Street would go through her property, she was concerned about the potential for additional variances, did not want to lose the tranquility of her neighborhood, and asked the City to look at the big picture for the little buck people rather than the little picture for the big buck people.

Kyle Van, 6660 Argenta Trail, stated that as a resident of the Leitch Estates neighborhood he was concerned with the proposed realignment of Argenta Trail through the east side of Leitch Estates, the possibility of losing his home, how this would impact property values, how the alignment could be changed after such a significant investment of time, money and public input was made in doing the County's Regional Roadway System Visioning Study and the Northwest Area Expansion Collector Street System Plan, the contradiction to the City's policy to focus on preservation and maintenance of existing neighborhoods, to require that future street alignments fit the contour of the natural landscape, the lack of a funding source and official plan for an interchange to be installed on either I-494 or Highway 55, the impact of the proposed extension of 69th Street with utilities underneath on the existing wetlands and safety concerns regarding its proximity to 70th

Street, and the fact that private property would have to be seized to enable its construction. The Comprehensive Plan also includes a policy to insure that new development areas are compatible in size with existing adjacent neighborhoods; however, he did not feel the proposed townhome development was compatible with the large lots in Leitch Estates.

Ed Joseph, 1735 – 70th Street West, stated that he received two letters a few years ago; one advising that his neighborhood was exempt from sewer and water, and the other indicating that a portion of his property had been designated as a wildlife corridor and green space and therefore should never be built on. He questioned how this plan would impact that corridor and the wildlife living there and advised that the proposed sewer alignment would go through his garage, he was concerned about the amount of grading that would be associated with the 69th Street extension, and the impact this would have on his neighbors' property and the existing ponds on 69th Street. He was also concerned about the proposed density on the property adjacent to his, stating it was incongruent to the larger lots of the surrounding area.

Dick Roberts, 1655 – 68th Street West, advised that he served on the Planning Commission during the development of the Northwest Area and had some concerns. He stated it was determined at that time that separated parcels, such as those being proposed, could not be combined to hit the impervious surface percentages. Each individual parcel had to stand on its own otherwise they would not meet the stormwater management goals. He was also concerned about the proposed reduction in separation. He advised that a lot of work and expense went into the planning of the Northwest Area and it could all be destroyed by making some bad decisions.

John Todd, 6689 Argenta Trail, stated he had concerns regarding the impact this would have on Franke Lake and whether the catch basins would be adequate. In regard to parkland, he questioned whether they would ultimately take land from existing homeowners rather than having the developer provide it.

Mr. Hunting stated that it would likely be a combination of land acquisition and dedication.

Mr. Todd stated that if parkland was needed because of the proposed development density then the developer should bear that rather than the existing homeowners.

Diane Larson, on behalf of her father who has owned 6818 Argenta Trail since 1961, stated that the proposed road would go through the middle of her father's shed. She was concerned about the potential impact to the integrity of her father's recently installed well, and the fact that Argenta Trail may now go on her father's land when historically it has always been planned to go east of the power lines. She stated that her father has recently moved out because he is in need of round the clock nursing care and he therefore needed the equity from his home to pay for that care; she stated that tabling this and waiting would not help her father who needed access to his equity.

Joe Vogel, 6963 Arkansas Avenue, stated that if 70th Street widened to a four-lane road his lot would be sandwiched between that and the 69th Street extension. He stated the proposal would divide a neighborhood of residents who have been there 20-50 years and who did not need sidewalks or parks. He suggested they do a loop road off of 70th Street to achieve the two access points for the Ponds development rather than going down 69th. He stated the long-term residents should have a say over the future development, and perhaps the City or County should have bought the right-of-way rather than the developer.

Nicola Abbott, 6720 Argenta Trail, stated she owned two properties; one for their home and one was a pasture for their horse. She questioned what she would do with her horse if they lost part of the property for Argenta Trail. She stated it was wrong to take the properties of citizens who have lived in the City for years rather than using the undeveloped space east of the power lines simply

because it was more convenient and the developer could make more money.

Maria Gillespie, 6712 Argenta Trail, was opposed to the request and stated that 12 years ago the City allowed them to install a well and septic and build a house that they would hopefully live in the rest of their life. She was concerned that that could all be taken away with this development.

Ted Kasel, 6854 Argenta Trail, stated that the proposed realignment of Argenta Trail would be approximately 10 feet behind his home, he preferred the previously proposed alignment, and questioned why the road would be moved westerly where there were numerous homes rather than to the east which was undeveloped.

Dennis Wolfe, 6742 Argenta Trail, stated that spending a million dollars to move the power line to accommodate the new Argenta Trail would likely be less than it would cost to acquire the existing homes. He asked the City to consider the expense and hardship they would create for the existing property owners that have been supporting the City for years.

Chad Hagman, 6710 Argenta Trail, stated the proposal would be detrimental to the wildlife, force out homeowners, and do what the City had previously stated it would not do to these residents.

Debra Van, 6660 Argenta Trail, asked the City to look out for them as a community by not bowing to the developer and changing this area forever.

Joe Vogel, 6963 Arkansas Avenue, stated he was concerned about the impact this development would have on existing water bodies and infiltration and hoped the developer would work with the neighbors.

Nicola Abbott, 6720 Argenta Trail, asked the developers to consider building large homes on three acre properties rather than the proposed dense development, stating the profit would likely be the same, the damage would be minimized, and it would be more congruous with the existing neighborhood.

Mark Van, 6660 Argenta Trail, stated that he contacted the Minnesota Department of Transportation and they stated that although Inver Grove Heights had shown an interest in putting in an interchange on I-494, it would be done only when they had determined there was a need for it.

Commissioner Lissarrague asked what the lots sizes were in the impacted neighborhood.

Mr. Vogel replied he was not sure, but guessed they ranged in size from 1-3 acres.

Commissioner Simon advised that many of the lots were ½ acres.

Ms. Larson requested that the Planning Commission deny the request tonight. She stated there were too many uncertainties and she questioned whether the density of the prospective development would eventually necessitate a new school being built.

Ted Kasel, 6854 Argenta Trail, asked what the plan would be for moving the power line and whether it would be moved closer to the existing neighborhood.

Mr. Link stated that would have to be studied and was unknown at this time.

Commissioner Wippermann asked if the public hearing should be held open until the next meeting if the Planning Commission were to table the request.

Mr. Link replied in the affirmative, stating that the Chair had the option to shut down the public discussion to give Commissioners time to discuss the proposal without closing the public hearing.

Chair Hark asked if there was any more public testimony.

There was no response from the audience.

Chair Hark stated that Commissioners had the option to approve the request with the conditions listed, deny the request, table the request until the next meeting, or move it forward to City Council without a recommendation.

Commissioner Maggi recommended tabling the request to the next meeting, and asked if their questions to staff and the developer should be addressed now or at the next meeting.

Commissioner Klein stated it was a long process that would likely take months to get worked out. He recommended forwarding the request on to City Council without a recommendation, stating many issues needed to be addressed before this was finalized.

Commissioner Maggi believed that they had the responsibility as a commission to do their due diligence, ask the necessary questions, and then move it forward with a recommendation.

Commissioner Klein questioned what more information they could obtain, stating they were not engineers or accountants.

Commissioner Scales stated he would like the opportunity to ask more questions and would be more comfortable sending this to Council with the future road right-of-way on the Deanovic property rather than Leitch Estates.

Commissioner Lissarrague stated he would like to keep the public hearing open to allow the public to give more input if they had more to add.

Chair Hark advised it remained open. He stated he continued to recommend that this be moved forward without a recommendation, stating it was unlikely they would have the answers to their questions by October 7and most of the issues were out of the Planning Commission's purview.

Commissioner Robertson favored a continuation of the discussion, stating that getting more input and understanding would help the City Council with their decision making.

Commissioner Simon suggested that a neighborhood meeting be held prior to the next Planning Commission meeting to give neighbors in this area a chance to address the outstanding issues. She stated many questions needed to be answered before she could make a recommendation, including answers regarding hydrologic issues, how this would impact the landlocked pond south of 69th Street, would the exception neighborhood be forced to hook up to utilities, etc. She stated this impacts this neighborhood as much as it does the developer and people need to know the details so they can comment.

Commissioner Klein stated that City Council would have to answer most of those questions.

Commissioner Lissarrague advised the neighbors that the Commission realized this was a beautiful area and understood that it was an emotional issue.

Chair Hark reiterated that the Planning Commission was not charged with addressing financial

issues.

Commissioner Gooch stated he did not feel the Commission could make a recommendation without knowing the details of the final road alignment.

Chair Hark asked staff what the likelihood was that there would be a definitive answer regarding the road alignment by October 7.

Commissioner Maggi stated one of her concerns was that it was almost 10:00 at night and the Commissioners had not even started to ask their questions of staff or the developer.

Chair Hark replied that Commissioners could ask those questions tonight.

Commissioner Wippermann stated that Commissioners received these materials 2-4 days ago, it was the first they had ever heard of this development, there was a lot of testimony from the public, and he would recommend tabling it as he wanted time to review it.

Motion by Commissioner Wippermann, second by Commissioner Maggi, to table the requests until October 7 and keep the public hearing open.

Commissioner Klein suggested that Commissioners get their questions to staff before the next meeting.

Ian Peterson stated some of the issues brought up tonight were out of their control, such as density. He stated they would like to build large homes on large lots but they are already paying a density penalty of about a million dollars. He stated he would appreciate hearing any comments anyone had from a planning perspective, stating it would help them be better prepared.

Motion carried (9/0). This item is tabled until October 7, 2014.

Commissioner Klein stated that residents should forward their questions to staff as well.

Commissioner Robertson asked if notices would be sent for the next meeting.

Mr. Link replied that no additional notices would be mailed as it had been announced at this meeting that it will be considered at the October 7th Planning Commission meeting. He advised that since the public hearing was not closed he would anticipate the Commission again taking comments at the next meeting.

Commissioner Wippermann stated it was a good idea to get questions to staff prior to the meeting so they could be prepared to answer them; however, he would like the questions to be asked at the meeting as well as it would be beneficial for all to hear.

Mr. Link stated that he would bring two maps to the next meeting, one showing the proposed interchange and the other being the City's Park Plan.

Nicola Abbott, 6720 Argenta Trail, stated there seemed to be two separate issues; the road alignment and approval of the development. In her opinion the development should not be approved before there were answers for the road; they should be dealt with simultaneously.

The meeting was adjourned by unanimous vote at 10:05 p.m.

Respectfully submitted,

Kim Fox
Recording Secretary

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 12, 2014 **CASE NO:** 14-22PUD

APPLICANT: Jim Deanovic

PROPERTY OWNER: Jeffers Pond Development, PeterAndrea Investments, Dakota 53 Properties

REQUEST: Preliminary Plat/PUD, Rezoning and Comprehensive Plan Amendment

LOCATION: Northwest Area **HEARING DATE:** September 16, 2014

COMPREHENSIVE PLAN: Multiple Categories **ZONING:** A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
City Attorney

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City has received an application for a three part residential subdivision within the Northwest Area. The three part project is known as Blackstone Vista, Blackstone Ponds and Blackstone Ridge. Blackstone Vista consists of a 78 unit single family development on approximately 40 net acres. Blackstone Ponds is a 104 unit townhome development on approximately 17 net acres. Blackstone Ridge is a 121 unit single family development on approximately 57 net acres. The three parcels are not all contiguous to each other, but the developer is proposing the three neighborhoods at the same time as they all contribute to meeting specific performance standards and overall goals of the Northwest Area.

REQUESTS

The specific requests for this project consist of the following:

1. A Comprehensive Plan Amendment to change the land use categories on portions of the parcels from;
   a) Blackstone Vista: 40 acres from IOP, Industrial Office Park, CC, Community Commercial, MDR, Medium Density Residential to LDR, Low Density Residential.
   b) Blackstone Ridge: 40 acres from LMDR, Low-Medium Density Residential, MDR, to LDR.

2. Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Residential PUD and R-3B/PUD, Multiple Family Residential PUD.

3. Preliminary Plat and Preliminary PUD Development Plan Approval for a three parcel plan to be known as Blackstone Vista – 78 unit single family, Blackstone Ponds – 104 unit townhome and Blackstone Ridge – 121 single family.

Staff has determined that the following comprehensive plan amendments also need to be addressed:

1) Change in the Sanitary Sewer map to show the proposed change in routing of the sanitary sewer through the Argenta Sewer District.
2) Change to the MUSA Expansion Exceptions through the Leitch Estates Neighborhood with routing of public street and utility improvements through the neighborhood.
3) Creating new districts for the MDR and LDR categories to address financial implications in the Northwest Area.

EVALUATION OF THE REQUEST

EXTENSION OF MUNICIPAL UTILITIES TO THE AREA

The proposed development is approximately one mile from the existing trunk sewer pipe. The existing sewer pipe ends at Alverno Avenue in Argenta Hills. The pipe needs to cross private property to get to the subject site. This is typically called "leap frog" development as it is jumping over the land currently right next to sewer to land where the services have to be extended.

The City has not yet extended trunk sewer and water to this area of the City. The trunk sewer installed to date is along Hwy 3 to 70th Street. Truck sewer has also been extended through Argenta Hills and is currently built to the end of Alverno Avenue. In order to serve the Blackstone development, the sewer needs to be extended from Alverno northwesterly into the Vista subdivision and then northward.

The second phase of the project, the Ponds, requires sewer to cross 70 Street and then northward to this development. The utility study anticipates the sewer line to extend easterly along the alignment of the current public street 69th Street. The sewer would ultimately cross Argenta Trail and extend further east to the Ridge at some point.

Work completed:

- The City has conducted a feasibility study and a preliminary design study for the sewer trunk line extension.

- The City has also done a financial study on the impact of the trunk line extension. Cost projected at approximately 8 million dollars.

- A contract to award the project for final design work.

Work remaining includes:

- The final design work must be completed and contract awarded.
- Need to identify easements and acquire or condemn those easements
- Need to determine the funding source
- Award contract for work
- Construction to begin in approximately 15 weeks
- Total costs estimated at 8 million dollars
- Funding for utilities has yet to be determined be City Council
- Construction of the sewer line could commence in spring, 2015.

Exception Neighborhood. The routing of the sewer along 69th Street goes through an exception neighborhood identified earlier in the report. The City Council will have to make the decision to extend sewer through an exception neighborhood and then determine who pays for the extension and what impacts it has on the neighborhood regarding required hook up or not. These decisions will impact the project as proposed.

- Issue of sewer needing to extend through an exception neighborhood. The Comprehensive Plan did not propose to extend sewer and/or require hook up.

- No funding source identified to pay for the sewer.

- 69th Street would need to be built to current city standards with pavement and curb and gutter.

- Part of this street extension needs to be built over land where no right-of-way exists and would need to be acquired.

- No funding source identified to pay for the right-of-way acquisition and street construction.

NORTHWEST AREA WIDE ROADWAY STUDIES

The City and Dakota County have conducted a series of studies to determine the roadway needs for the Northwest Area.

- The City completed the 2010 Regional Roadway Visioning Study for northeast Eagan and northwest Inver Grove Heights.

- The City completed the Northwest Area Collector Street Plan in May 2012.

- Currently, the City and Dakota County are beginning a preliminary engineering design. This project will result in an improved configuration of the intersection of Argenta Trail and Trunk Highway 55, with improved turn lanes and a traffic signal system. The design will also consider the location of a potential future interchange at this intersection to insure ramp locations will work with county and local street connections. The design will identify right-of-way needs, allowing final decisions to be made concerning the development of, and access to adjacent parcels. This phase of the project will cover the area from the current Hwy 55/Argenta Trail intersection to just south of 70th Street. This phase of the project is planned to be completed by the end of February, 2015. It is anticipated that a second phase of this study will address the area from 70th Street to the future interchange with I-494.

While a number of roadway studies have been completed and some are just getting underway, there are still a number roadway issues that still need to be addressed before all of the phases of the proposed project can be evaluated.

Argenta Trail

The Regional Roadway System Visioning Study, August, 2010, and adopted by the City Council identified two key improvements needed to accomdate future traffic. One was a new I-494 interchange near Argenta Trail. The other was a high volume, high capacity interchange at TH 55/Argenta Trail. An upgraded, realigned Argenta Trail is an important factor both locally and regionally. The alignment of Argenta Trail is important and plays an important role in the planning of the Northwest Area and in this development proposal.

- Argenta Trail is a major arterial roadway in the Northwest Area.
- It is the key roadway that would connect the new I-494 interchange with TH 55/Argenta interchange.
- Roadway is expected to eventually be built to a 6-lane road within a 200 foot wide right-of-way.
- Argenta Trail is expected to carry approximately 30,000 to 40,000 ADT in the future.
- The alignment of Argenta Trail has not yet been determined.
- Three possible options for alignment have been discussed
    - All right-of-way on the Blackstone Ridge plat. This could result in a considerable loss of development potential.
    - All right-of-way on the west side of Blackstone Ridge. This could mean an impact on 10 properties with some acquisitions.
    - The right-of-way part on Blackstone Ridge, part on properties on west side. Could result in some lost development potential and loss of some existing residences. There is a power line in this corridor and preliminary estimates for moving it are one million per mile.

- Cost of acquisition of right-of-way and construction wojuld be significant.
- Total costs not yet known. The City bears 45% of the cost.
- Funding source for the roadway not yet identified.

Collector Roadway Policy

The collector street study identifies the needed roadway system and general right-of-way needs. The Ridge plat does not address the necessary right-of-way identified on the collector street study.

The collector street study does not address the funding mechanism needed to pay for the roadway system. The City does not have a policy on dedication of right-of-way for these roads or the funding for construction. These policies should be in place before the City makes any recommendation on subdivision plats that are impacted by these issues. More time is needed for the Council to adopt a policy on right-of-way dedication and funding.

Comprehensive Plan Amendment

1. Land use designation changes. 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 designations for the majority of the properties in the Northwest Area were guided for Low Density Residential.

When the Alternative Urban Areawide Review (AUAR) was conducted for the Northwest Area in 2005, the land use designations were changed in order to address overall unit counts and density projections.

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."

Blackstone Vista: The current residential land use designations on the parcel would equate to approximately 118 residential units and approximately 300,000 square feet of commercial/office. Approximately 11 acres of land guided CC and IOP are to remain as proposed. This is a later phase of the development and will be determined once the Hwy 55/Argenta Interchange study is completed. The amendment includes changing approximately 41 acres to LDR. The density would be 78 units or 1.92 units/acre.

Blackstone Ponds: No changes are proposed. The density for this project would be 104 units or 6.1 units/acre.

Blackstone Ridge: The request is to change approximately 20 acres from MDR to LDR and approximately 20 acres from LMDR to LDR. The southern 20 acres would remain LMDR. Based on the number of lots proposed in the northern half of the site (74) the overall density would be 1.92 units per acre. There are 47 lots proposed on the southern 20 acres for a density of 3.11 units per acre.

The overall density for the entire project would be 2.67 units per acre.

RATIONAL FOR THE LAND USE CHANGE

- Through numerous discussions with developers and identified by other land use and real estate professionals, it has been stated that there is a high demand for detached single family development in the suburban communities right now. The demand for higher density apartments or mid density townhome projects is very low outside of the central city areas. Due to the changes in market demand, the City may need to be flexible in density demands and housing mixes until the demand for higher densities increases, which is expected to occur in the next few years.

- Extending sewer and water to the proposed properties would open up larger areas for development with the availability of sewer and water. The current extension along Hwy 3 to 70th Street has not spurred development as anticipated. The sewer alignment proposed exposes more parcels to be able to connect.

- The development projected within the AUAR would still remain higher than the proposed project thus keeping the assumptions within the AUAR accurate and no additional burdens would be placed on the design capacity of future infrastructure.

2. New Land Use Category text. During the initial steps for studying development in the Northwest Area, the City conducted land use and financial studies to determine the densities and costs per unit in order to fund the installation of city utilities. Since no assessments were levied, fees are collected when a parcel of land is developed. Minimum densities have been established for each parcel to achieve these goals. Based on those assumptions, the total project area calculation assumed 378 units would be developed to cover city utility costs. The

preliminary plats submitted show a total of 305 units. The project would be 75 units short and therefore would come up short in providing its fair share of the overall utility costs. This same scenario occurred with the Argenta Hills and Groveland Heights projects and the developers did agree to and pay the difference in the units they were short. A preliminary number based on plat connection and building permit fee collections for 75 lots would be approximately $1,000,000.

The City Council created a new subcategory for the Northwest Area during the Groveland Heights which required any change to the comprehensive land use plan that a new category be placed on the land that obligates the developer to pay the difference. This new category was created for the LMDR category and would need to be created for the LDR and MDR categories.

New categories called LDR-NWAPUD and MDR-NWAPUD establishes parameters whereby projects with unit counts that fall below projections are obligated to pay the projected unit count fee collections that were part of the original assumptions and where the land use change is based on an overall reduced density category. These categories would state the same uses and goals but add that any development is subject to PUD approvals and agreements with the city must be in place which obligates the developer to pay any difference in utility fees collected between financial assumptions and those approved.

The proposed language is as follows:

> The land use designations of LDR-NWAPUD (Low Density Residential/ Northwest Area PUD) and MDR-NWAPUD (Medium Density Residential/Northwest Area PUD) means that the property so classified has the same density and development requirements of the LDR and MDR designations, together with the additional following requirements:
>
> 1. The property must be zoned, platted and developed as a PUD within an approved PUD contract and approved PUD plans.
>
> 2. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops.
>
> The land use designation of LDR–NWAPUD and MDR-NWAPUD will typically be applied to land in the Northwest Area which previously was guided for higher density

> residential development, but for which the city determines that a lower density is satisfactory if the connection fees and hookup fees actually paid, together with the additional payment by the landowner/developer due to the reduction in density, equals the total amount required by the city to pay for the utility infrastructure as stated in the financial and connection fee analysis prepared by Ehlers & Associates for the Northwest Area.

This insures the City that fee assumptions would be paid if the City approves the comp plan land use plan with a lower project unit count than what was projected before a PUD application is approved. We would expect this scenario to be repeated in the future. This establishes the category for future requests. These same extra conditions may have to be added to other land use categories.

3. Sewer Map Change. The proposed development requires a change to the planned routing of the main sewer line that would serve this portion of the Northwest Area. The project area is located within the Argenta District. Figure 7.1: Sanitary Sewer and Sewer District map from the Comprehensive plan show the sewer line extending westward along the north side of Hwy 55 and then extending northward near the Eagan Boundary. The City has initiated a study to look at an alternate routing for sewer with this development. The proposed new alignment would extend the sewer from the Argenta Hills development northwesterly following the street pattern proposed in Blackstone Vista. The line would then extend northward to 70th Street (Co Rd 26) where a lift station is proposed. The line would then continue east following the alignment of 69th Street and then along future Argenta Trail.

The AUAR for the Northwest Area was just recently updated and the new sewer alignment map was included in this update. Since the alignment is a departure from the 2030 map, staff is recommending that the comprehensive plan be updated with this new information. Only the alignment of the sewer line would change. There would be no changes to sewer flow projections. A map of the new alignment is included in this report.

4. Impacts to Exception Neighborhood. The Comprehensive Plan identifies four established neighborhoods that have unique land use characteristics that warrant special consideration in the land use plan and specifically, in future utility planning. One of these neighborhoods, Leitch Estates, straddles Argenta Trail just north of 70th Street. This area contains 46 acres of land and contains approximately 33 homes. The Comprehensive Plan states;

> "The comprehensive plan includes these four neighborhood areas within proposed MUSA line expansions, however, they are expected to remain as islands without sanitary sewer unless unforeseen circumstances occur. These properties would only receive sanitary sewer service in the future "if required" or "desired" by the property owners. Requiring the area to be served by sanitary sewer would only happen if substantial quantities of on-site systems exhibit future failures and no other action can

be taken to provide proper treatment. These neighborhoods are considered permanent land uses and the land use plan does not contemplate further lot divisions or platting."

The Preliminary Engineering Report for the Northwest Area Trunk Utilities - Argenta District looked at how the Blackstone development could be served by sewer. Once the line would extend north across Co Rd 26, it would follow the street alignment in Blackstone Ponds and then extend easterly through the Leitch Estates neighborhood following 69th Street. The sewer line would then cross Argenta Trail to serve the Blackstone Ridge plat.

This utility plan has an impact on a neighborhood that was anticipated to remain as is. If the City Council were to approve this plan and approve a utility plan with the current alignment, staff would recommend that language be added to recognize this current situation and that this "unforeseen circumstance" may have occurred and a sewer extension following 69th Street may be an option to serve northern areas of the Northwest Area. Staff proposes the following language:

"The comprehensive plan includes these four neighborhood areas within proposed MUSA line expansions, however, they are expected to remain as islands without sanitary sewer unless unforeseen circumstances occur. These properties would only receive sanitary sewer service in the future "if required" or "desired" by the property owners **or unless alternative alignments for sanitary sewer extension through the Northwest Area are approved by the City Council.** Requiring the area to be served by sanitary sewer would only happen if substantial quantities of on-site systems exhibit future failures and no other action can be taken to provide proper treatment. These neighborhoods are considered permanent land uses and the land use plan does not contemplate further lot divisions or platting."

IDENTIFICATION OF NATURAL RESOURCES

A review of the Natural Resource Inventory and Management Plan was conducted to determine what resources exist on the property.

A. Blackstone Vista
- Natural Resource inventory identify the area as primarily an "old field" which is a lower manage classification area and does not have any unique features to retain.
- Potential Greenway is shown in the vicinity along the eastern boundary.
- The inventory notes a wetland in the northeast corner.
-

B. Blackstone Ponds
- Natural Resource inventory identify the area as primarily an "old field" which is a lower manage classification area and does not have any unique features to retain.
- Potential Greenway is shown on property. The County Greenway is identified along the western boundary of this site.

- The inventory notes a wetland in the southeast corner.

C. Blackstone Ridge
- Potential Secondary Greenway is shown in the vicinity along the eastern boundary.
- The inventory notes a wetland on the south end of the property.

NET DEVELOPABLE AREA

The calculation of net developable area in for the parcels includes subtraction of wetlands and right-of-way for Co Rd 26. Blackstone Ponds is located in the Shoreland Overlay District. The net developable area for each neighborhood is listed below

Blackstone Vista	40.41 acres
Blackstone Ponds	16.83 acres
Blackstone Ridge	56.96 acres

NATURAL AREA/OPEN SPACE

The Northwest Area Ordinance requires 20% of the net developable area be preserved as natural area/open space. Based on the net developable area calculated above, a summary of open space requirements is listed below:

Blackstone Vista	Square Feet	Required Acres	Proposed Acres
Total Net Developable Area	*176,026*	*41.41*	*NA*
Minimum Open Space Required = 20% of net area	352,836	8.1	15.7 (39%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	264,627	6.0	10.7 (132%)
Area to be undisturbed = 50% of required open space	174,240	4.0	4.2 (10.1%)

Blackstone Ponds	Square Feet	Required Acres	Proposed Acres
Total Net Developable Area	*733,115*	*16.83*	*NA*
Minimum Open Space Required = 20% of net area	148,104	3.4	4.9 (29%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	111,078	2.5	1.8 (53%)
Area to be undisturbed = 50% of required open space	74,052	1.7	2.4 (14.6%)

Blackstone Ridge	Square Feet	Required Acres	Proposed Acres
Total Net Developable Area	*2,481,178*	*56.96*	*NA*
Minimum Open Space Required = 20% of net area	496,584	11.4	14.8 (26%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	372,438	8.5	5.1 (44.7%)
Area to be undisturbed = 50% of required open space	248,292	5.7	6.4 (112%)

The Northwest Area Overlay District Ordinance requires the natural area/open space be designated based upon four criteria that are defined in Title 10-13J-5.D. The project is designed to cover criteria in b and d. The project provides a substantial amount of open space around the perimeters of Vista and Ponds. The open space is more broken up within the Ridge. There are large areas of open space in the northern portion of the site, but the design does not provide for a contiguous open space as intended by the code. Staff has prepared a concept greenway/open space plan. Staff recommends that the design of Ridge be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.

While individually, two of the neighborhoods fall short of the 75% goal, overall, the project complies with the goal of 75% contiguous. As stated above, Blackstone Ridge needs more open space area to be connected in some fashion to provide more connected open space.

The corridors vary in width and not all areas meet the goal of 100 feet wide. In many cases this requirement may be difficult to achieve. The applicant has requested flexibility from this requirement. As proposed, staff feels the intent of the open space requirements have been addressed on the plans.

The Northwest Area Overlay District Ordinance requires the entire area set aside for natural area/open space shall be maintained in perpetuity and the restriction shall run with the land and be binding on the current and future land owners.

The ordinance also requires the ownership to be in one of the following four categories; by the property owner (private ownership), homeowners association, third party (non-profit) organization or dedicated to the City. Some of the storm water system and open space would be in outlots owned by the City. Overall ownership of the storm water system and open space has yet to be determined and will be addressed with the final plan review.

DEVELOPMENT CAPACITY PLAN

Blackstone Vista

Based on the density proposed, the development capacity would be based on the R-1C district. The plans show a net developable area for the residential area to be 40.41 acres. Based on

12,000 square feet per unit, the maximum development density allowed by the Northwest Area Overlay District would be 147 units. This number is the maximum allowed.

The Northwest Area Overlay District Ordinance requires a minimum density for each zoning district. An R-1C/PUD zoning requires a minimum of 2.0 units per net developable acre. An R-1C/PUD zoning requires a minimum density of 2.0 units/acre which equals 80 units. The 78 units proposed for practical purposes meets the intent of the minimum density standard.

Blackstone Ponds

Based on the density proposed, the development capacity would be based on the R-3B district. The plans show a net developable area for the residential area to be 16.83 acres. Based on 3,630 square feet per unit, the maximum development density allowed by the Northwest Area Overlay District would be 229 units. This number is the maximum allowed.

The Northwest Area Overlay District Ordinance requires a minimum density for each zoning district. An R-3B/PUD zoning requires a minimum of 8.0 units per net developable acre which equals 134. The 104 units proposed are 30 units shy. The reduction in density is a flexibility request for the overall project.

Blackstone Ridge

Based on the density proposed, the development capacity would be based on the R-1C district. The plans show a net developable area for the residential area to be 56.96 acres. Based on 12,000 square feet per unit, the maximum development density allowed by the Northwest Area Overlay District would be 207 units. This number is the maximum allowed.

The Northwest Area Overlay District Ordinance requires a minimum density for each zoning district. An R-1C/PUD zoning requires a minimum of 2.0 units per net developable acre which equals 114. The 121 units proposed exceed the minimum density standard.

BULK STANDARDS

Building Setbacks, Separation and Impervious Surface.

Flexibility Requests. The applicant has provided information in their narrative on the specific standards they are requesting flexibility. Upon reviewing the plans, staff has determined the following items should be included in the list of flexibility requests.

1. Setbacks. Side yard separation and corner lot setbacks.

The applicant is proposing side yard setbacks of five feet on a garage or accessory structure side and 10 feet for the house or principal structure side. This is the same standard as in all residential zoning districts in the City. The Northwest Area Code requires a 20 foot separation. Since there

are no rain gardens or other infiltration systems or storm systems designed in side yards, staff supports the reduced setback.

The applicant is also requesting a corner lot setback of 15 feet whereas 20 feet is the minimum. Allowing a reduced corner setback provides more flexibility in house placement on some of the narrower lots. This same standard has been approved in Argenta Hills and is being proposed in Groveland Heights. Staff also supports this request.

The plans show a rear yard setback standard of 25 feet, yet the narrative indicates the rear yards would be 30 feet. Staff would recommend the 30 foot setback be required. It appears that the plans are designed to allow for rear yard setbacks of at least 30 feet. A condition of approval should be that all setbacks standards identified on any of the plans reflect a 30 foot rear yard setback.

2. Density. As stated earlier, the overall density of the project is short 25 units based on the minimum density standards found in Section 10-13J-5, Table 13J-1. The way the ordinance is set up, a project is reviewed against categories based on number of units in each building or complex. The Ponds plat is reviewed against the R-3B standards because the largest unit size buildings fall into the 4-7 unit category. The building complexes are a mix of 4 unit and 6 unit buildings. The site is constrained by the fact that it abuts a DNR wetland and DNR protected water so there are more restrictive setbacks that place some limitations on the overall density of the site.

The minimum density regulation was also put in place part to make sure enough units were proposed in each project to cover the cost of utilities. Since this project, as well as others previously, have paid the full share or are recommended to pay the full share of utility fees, staff is comfortable with recommending approval of the flexibility from density.

3. Minimum Corridor Width. The applicant is requesting flexibility from the minimum 100 foot corridor width. The plan for the plats do show significant amounts of contiguous open space with varying widths. All the corridors do not meet the 100 foot standard. Previously approved projects have been granted this same flexibility as it has been found hard to meet all other standards and find room for continually wide corridors. Staff recognizes that this standard may be a little lofty and hard to meet. Staff focuses more on obtaining contiguous corridors for trail connections as opposed to continual wide corridors. Staff would support this flexibility request.

4. Driveway widths. The applicant is requesting flexibility from the 20 foot driveway width requirement. They are proposing standard driveways that would be approximately 30 feet wide without constructing the additional width with porous pavement. This same flexibility has been approved in Argenta Hills and Groveland Heights. The amount of impervious surface in the driveways has been included in the total impervious surface amounts for the project and the storm water plans are designed with the wider driveways.

All other proposed setbacks comply with Northwest Area standards.

Proposed Residential Densities.

As stated earlier, The Ponds would be 30 units shy of the density required based on an R-3B District density. The Northwest Area Overlay District Ordinance establishes minimum densities based on zoning categories. The zoning categories are identified based on the number of units in each building. In general, the building size in the Ponds falls into to the 4-7 unit building which is the equivalent of the R-3B District. The Ridges meets the density standard and is actually 7 units over. The Vista meets the density standard. Overall, the three neighborhoods provide 25 units less than the minimum density laid out in the Code.

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 overall density if the project falls at approximately 2.7 units per net acre. While the proposed density falls short of the Metropolitan Council's density goal, the goal should be applied across the entire City and not just to any one single project. Allowing a lower density suggests that the City would need to support higher densities in other areas of the community to achieve the regional density goal.

The extension of utilities to new areas within the Northwest Area opens up additional lands for development. The land to the east of Blackstone Ridge is guided for higher densities. This area will allow opportunities for the higher density development the Comp Plan anticipated in the long term and should be able to help with any density short falls in the short term.

Impervious surface coverage. Total impervious surface for the single family developments is limited to 25% while the multiple family development is allowed up to 55%. The applicant has provided impervious surface calculations by subdivision.

Blackstone Vista	23.78% total impervious surface coverage
Blackstone Ponds	37.5% total impervious surface coverage
Blackstone Ridge	26% total impervious surface coverage

Overall, the total project falls within the impervious surface maximums. Each neighborhood has been or will be reviewed against the storm water manual to insure that all storm water is being treated in accordance with the Northwest Area goals. As we have done with Argenta Hills and Groveland Heights, staff is recommending that a specific impervious surface calculation be done for each lot at time of final plat review. This allows the City, builder and homeowner to know exactly how much coverage is allowed per lot and the City can track this with building permits.

LOT AND BLOCK DESIGN

Blackstone Vista

Lots sizes range from approximately 9,000 to 17,000 square feet. The majority of the lots have widths ranging in the 65-70 foot range. There are 8 outlots proposed. Outlots A-D would be for

storm water requirements and open space. Outlot E is for future development. The grading plan shows the general building pad area based on setbacks. The lots would have sufficient building area.

Blackstone Ponds

Proposed as a townhome type plat with a lot around each unit and the common space would be in outlots. Outlots A and B would contain the storm water requirements and open space. These outlots would be owned and maintained by a home owners association.

Blackstone Ridge

Lots sizes range from approximately 8,000 to 20,000+ square feet. The majority of the lots have widths ranging in the 65-75 foot range. There are 7 outlots proposed. The outlots would contain the storm water ponding and open space. The grading plan shows the general building pad area based on setbacks. The lots would have sufficient building area. There is a power line easement running along the west boundary of the site. The lots are deep enough and designed to accommodate the additional easement. Typical of power line easements, there would be no structures allowed within this 65 foot wide strip.

PARKS/TRAILS/SIDEWALKS

Parks/Trails

The recently adopted NW Area Park plan does not indicate a need for public park land within the proposed Blackstone development plats, therefore the City of Inver Grove Heights is requiring that the developer provide a cash dedication equal to the number of lots proposed at the rate in effect at the time of final plat. The City's NW Area Park Plan does suggest some additional trail connections within the proposed subdivisions, and the developer is working with the City to provide those connections.

Regional Greenway

Dakota County has a Master Plan for the Mendota/Lebanon Regional Greenway which has been adopted by the City of Inver Grove Heights and the developer has done a good job of accommodating the greenway as depicted in the County's Master Plan. Additionally, Dakota County plans for a grade separated crossing of 70th for the greenway and the developer should be expected to study and provide an adequate amount of land for the future construction of the crossing which will be constructed by Dakota County sometime in the future.

Sidewalks

The plans do provide for sidewalks on one side of the public streets through Blackstone Vista, Ponds and Blackstone Ridge.

STREETS

The whole development is proposed using both public and private streets. All the streets within Blackstone Vista and Blackstone Ridge would be public. The main road heading east and the cul-de-sac in Blackstone Ponds would be public and the other shorter stub streets would be private.

Blackstone Vista

The street system would have access to both Argenta Trail and Co Rd 26 (70th Street). Access to Argenta Trail would be a temporary access point subject to change once the interchange study is completed and the new alignment of Argenta Trail is known. The County has indicated they support the two access points onto county roads. The future development of Outlot E would be served by existing Argenta Trail. The street alignment provides stubs to the property to west and east for future road connections. There are no city collector streets planned in this area that need to be provided for or provide connections to. Staff feels this system works for the project.

Blackstone Ponds

Blackstone Ponds is proposed with both public and private streets. There would be one access point to Co Rd 26. The County has also supported this location. Additional turn lanes will be required per County regulations. The City strives to have two access points to each development. In this case, the public road is intended to extend east beyond the boundaries of the plat and connect to 69th Street. There is a gap between the east edge of the plat and 69th Street. The applicant does not own the land needed for right-of-way to extend 69th Street. One of the issues the Council has to address is need to acquire the necessary right-of-way so 69th Street would connect to Argenta Trail. The costs of the improvements would also have to be addressed by the Council. A project of 78 units needs to have two access points and staff would recommend the Council pursue the 69th Street extension and roadway improvements.

Blackstone Ridge

Blackstone Ridge is proposed with public streets and one access point to Argenta Trail. As proposed, the local street pattern does not meet the city policy of having more than one access point to an existing street. With 121 lots proposed, additional street connections are necessary. The plan is not consistent with the roadway network plan as indicated below:

- The Northwest Area Collector Street study indicates some collector streets will be needed in this vicinity.

- The Collector Street Study shows an extension of Alverno Avenue heading north on the east boundary of this site. The proposed plan shows a stub and partial right-of-way heading east to this future road. Consideration needs to be given to determine how this road stub should connect to the collector network.

- The extension of 65th Street is shown along the north boundary of this site. The project only provides a half right-of-way of 40 feet. The anticipated total right-of-way would be in the range of 80-100 feet. More right-of-way should be dedicated.

- There are no connection points planned northward to 65th Street. The plan needs to be modified to have a connection point to 65th Street.

- The Collector Street Study identifies a collector street at about 67th Street running through the middle of this development. The plan identifies a connection point to 67th Street, but does not provide for a through street to Argenta Trail nor provides the appropriate right-of-way width. The access point to Argenta Trail should be roughly north of the wetland on the west boundary.

The City Council must address and establish a policy on dedication of right-of-way and costs for funding the collector street system.

The largest regional roadway question that has yet to be answered is the alignment of future Argenta Trail. The application notes the alignment on the plans but shows all of the right-of-way needs to occur on properties to the west. The City and County are in the process of studying the southern alignment of Argenta (from 70th Street south) and the northern alignment to I-494 are anticipated to be part of this study. Completion would still be several months out. One of the biggest questions that impact either this project or the properties on the west side of Argenta Trail is where will the most appropriate alignment for Argenta Trail be? Staff feels this is a very important issue to be resolved before a plat could be approved.

GUEST PARKING

The design of Blackstone Ponds (townhouse project) complies with the city parking standards. They are providing a two-car enclosed garage with a two-car driveway in front. The project contains both public and private streets. The public streets allow parking on one side. The private streets would not be allowed parking on either side due to the narrow width. There have been issues in some townhome neighborhoods over the years where no guest parking was provided and there was nowhere for anyone to park. Staff has raised this question with the applicant for them to look at providing guest parking. The applicant has looked into this comment and feels there will be adequate parking on the public streets. There are longer sections along the public streets with no driveways that could be used for parking. Staff recommends that a plan be prepared that shows the possible parking areas to determine approximately how many cars could be parked.

DAKOTA COUNTY REVIEW

The property abuts County Road 26 (70th Street) and County Road 63 (Argenta Trail) and therefore the plats are subject to review by Dakota County. The County Plat Commission meet to

discuss this project on August 25, 2014 (letter attached). The Commission supports the Vista and Ponds developments with road improvement conditions listed in the letter. The Commission did not approve the Ridges and indicated the Argenta Trial interchange study needs to be completed to determine the alignment of future Argenta Trail to I-494. The Commission will comment on the Ridge plat once the alignment study is complete.

LANDSCAPING/TREE PRESERVATION

The developer has also provided a tree inventory on all three parcels to verify tree preservation. The Tree Preservation Ordinance allows up to 30% removal before replacement is required. The applicant has provided a summary table of the three plats with the replacement and reforestation numbers.

	Caliper inches required	Caliper inches shown
Blackstone Vista	3795.2	1164.5
Blackstone Ponds	128.2	551
Blackstone Ridge	(805)	1403
	3118.5	3118.5

The Blackstone Vista plat is heavily wooded and there would be a large amount of trees removed. The other two plats are on areas that have fewer trees. Combining the three plats together, tree reforestation would be met. The tree replacement is shown primarily in rear yards on the plats. There are no specific tree replacement location requirements, so no location is required. Typically what occurs is that the builder is required to plant a certain number of trees on each lot. The new homeowner usually has the option to plant where they chose provided they are not in any city easements.

WETLANDS

The entire subject area contains three wetlands, including a DNR protected wetland. The applicant has submitted a wetland delineation report for all the wetlands. The wetlands are all classified Manage 3 and 4. A wetland delineation report was submitted and approved per WCA administration rules. There are no impacts to the wetlands proposed, therefore no mitigation plans are required.

The Stormwater Manual establishes buffer areas and setbacks based on information from the AUAR and Natural Resource Inventory. The City's consultant Emmons and Olivier are reviewing the plans to verify that the plans are consistent with the wetland buffer requirements.

AIRPORT NOISE OVERLAY

All of the development except for the far eastern portion of Ridge is located within the Met Council Noise Abatement Overlay District. The overlay district requires that home

construction be designed to attenuate aircraft noise from MSP. The zoning ordinance contains a number of specifications that need to be met to meet this standard which are typical noise attenuating construction standards. Specific details will need to be submitted with building permits in the overlay district and these standards would be reviewed by the Inspections Department as part of the building permit review.

ENGINEERING

The City Engineer has prepared a memo dated 9-12-14 that summarizes the work done by the consultants hired by the City and his recommended conditions of approval. The memo and its attachments are included with this memo.

FINANCING – SANITARY SEWER CONNECTION FEES

When the City Council decided to extend water and sewer to the Northwest Area in 2007, it made some key decision to protect existing property owners from the costs associated with the project. The Council directed staff, the City Attorney and Ehlers (city financial consultant) to establish development fees that would cover the costs of the improvements, and specified that:

- No property owners should be specially assessed (unless they request the City to assess the fees).
- No fees should be charged to existing property owners until the land is subdivided for development.
- The total cost of the project should be paid, over time, by property and developers in the Northwest Area.

A development potential analysis was done for each parcel to determine the development capacity. This capacity established the assumed number of residential units or commercial/industrial square footage for the lots. This number is used to compare a proposed project density to the assumed density. This number was also used to estimate the total number of utility connections in the Northwest Area and resultant fees.

Properties in the Northwest Area are charged a platting fee and a connection fee for water, sanitary sewer and storm sewer. The City Council adopted Utility Plat Connections Fees for the Northwest Area that will be collected with every development. Water, sanitary sewer and storm water plat connection fees are to be paid when 1) a property is platted, 2) a building permit is obtained, or 3) a connection is made, whichever occurs first. These plat connection fees are in addition to building permit connection unit fees that are collected at time of building permit issuance.

The calculated fees will be high because there are no special assessments on the properties levied to pay for utilities. Approximate calculations made by Staff show the fees that will be collected for the following:

Plat Name	Proposed Fees	Assumed Fees	Difference
Blackstone Vista	$1,186,888	$1,874,205	($687,317)
Blackstone Ponds	$1,216,273	$794,058	$422,215
Blackstone Ridge	$1,753,030	$2,520,900	($767,870)
			($1,032,972)

Council has held to its practice of requiring developers to pay the connection fees equal to the amount the City assumed for each parcel. The ultimate decision on how and what fees are paid is a decision to be made by the City Council.

Final calculations would be determined with the development contract at time of final PUD.

DEVELOPMENT CONTRACT

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.

CITY ATTORNEY REVIEW

The City Attorney has prepared some general conditions of approval that should be used for all projects in the Northwest Area. The conditions relate to development contract, ownership of open space and storm water systems. These conditions are listed in the staff recommendation (conditions 9,10,11,13,14,15,16,17).

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of the Comprehensive Plan Amendment for land use changes and text amendments as listed in the staff report subject to the following conditions:

    1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

    2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

- Approval of a **Rezoning** of the property from A, Agricultural to R-1C/PUD, Single Family Residential and R-3B, Multiple Family Residential subject to the following conditions:

  1. The rezoning shall not become effective until the final plat is approved by the City and recorded with the County. In the event a final plat is not approved, the rezoning shall become null and void and the zoning of the property shall remain in its current classification.

- Approval of the **Preliminary Plat and Preliminary PUD Development Plan** for a Blackstone Vista, Blackstone Ponds and Blackstone Ridge 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 of Blackstone Vista, Ponds, Ridge	8/14/14
Preliminary Overall Site Plan of Blackstone	8/14/14
Preliminary Open Space Plan of Blackstone	8/14/14
Preliminary Grading and Drainage Plan	8/14/14
Preliminary Overall Utility Plan	8/14/14
Preliminary Landscape Plan	8/14/14
Preliminary Tree Inventory and Preservation Plan	8/14/14
Trail Plan	8/14/14

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. Said plans shall address the comments from the City Engineer Memo dated 9-12-14.

3. Drainage and utility easements shall be provided on the final plats as required by the Director of Public Works.

4. When not in city owned outlots, the ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

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 approval by 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 Owner shall be responsible for the maintenance of storm water improvements on such lots.

9. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	**Location of Storm Water Improvement**	**Responsible Party**
Regional ponds		City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

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 Conservation and Open Space Easement over those portions of the development that are to be retained for required open space. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement 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 identified property in the plat if the responsible party fails to pay the costs. The locations and descriptions of the conservation areas shall be determined with the final plat and final PUD review and approval.

11. 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. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops. The fees as currently estimated are $1,032,972.

13. 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.

14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.

16. 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.

17. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

18. The City is in the process of planning, designing and constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of the final PUD development plans, the plans shall be modified such that visitor parking shall be accommodated in the single family and townhome neighborhoods.

21. 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.

22. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Title 10-13F of the City Code.

23. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandum.

24. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lights shall be paid for and installed by the developer. The street lighting plans shall be approved by the City prior to installation.

25. Separate trail easements shall be granted to the City for the trail system through the development. The City reserves the right to assign the trail easement to Dakota County for the Regional Mendota/Lebanon Greenway. The City/County shall be responsible for the maintenance of the trail and trail easement area.

26. 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.

27. All setbacks standards identified on any of the plans shall reflect a 30 foot rear yard setback and shall be listed in the summary table on those plans.

28. The design of Blackstone Ridge shall be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.

29. The final plat of Blackstone Ridge shall reflect the future alignment of Argenta Trail, as adopted by the City Council and Dakota County.

30. Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed on the plat of Blackstone Ridge.

31. The final design of Blackstone Ridge shall require a street connection to 65th Street and a connection to future Argenta Trail on the west side of the plat roughly just north of the existing wetland. The road connection point shall be subject to approval by Dakota County.

32. The connection point from 69th Street to Argenta Trail would be considered a temporary access by Dakota County. This access point may be required to be modified or abandoned. The final design and decision shall be subject to Dakota County.

33. The final plat of Blackstone Ridge shall be consistent with the City policy of collector streets, as subsequently adopted by the City Council, including right-of-way dedication, construction, and funding.

34. The final plat of Blackstone Ponds is subject to the City approving the design, acquiring rights of way and easements, approving the construction, and identifying funding of the extension of utilities and a public street, easterly from Blackstone Ponds along 69th Street and onto Blackstone Ridge.

35. The Blackstone project shall be modified to address comments #1-11 from the memo prepared by the Director of Parks and Recreation dated September 10, 2014.

36. Prior to final plat and final PUD approval, the developer shall identify a specific impervious surfaced maximum for each lot..This lot maximum must be listed in table on the approved plans.

37. Prior to final plat and final PUD approval, a parking plan shall be prepared that shows the possible parking areas to determine approximately how many cars could be parked.

38. Final plat approval is subject to the City Council ordering a public improvement project to extend trunk water main and trunk sanitary sewer to serve the parcels included in the plat; approving the project plans and specifications for that project; authorizing the acquisition of necessary easements over parcels not included in the plat, for construction of that project and awarding a construction contract for that project; approval of a financing plan for extension of public utilities, including trunk lines.

39. Plat approval is subject to the City ordering public improvement projects and ordering acquisition or condemnation processes to construct and acquire easements for extension of utilities form their current location in the City to the Blackstone Vista Plat and from Blackstone Ponds Plat to the Blackstone Ridge Plat.

40. Plat approval is subject to the City approving a financing plan to construct public improvement projects and acquire easements from the current location of utilities in the City to the Blackstone Vista Plat, and from the Blackstone Ponds Plat to the Blackstone Ridge Plat.

41. Plat approval is subject to the City approving bond financing or other means of financing to pay for the extension of trunk utilities to serve the plats.

42. Plat is subject to the City ordering a public improvement project and ordering acquisitions or condemnation processes to acquire and construct a street connection segment or multiple street connection segments from the Blackstone Ridge Plat to existing Argenta Trail.

- **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 proposed project presents a number of challenges for the City to resolve such as Utility extension, collector and regional roadway plans and impacts to the exception neighborhood.

Staff offers the following recommendation options for the Planning Commission:

1. Approve the entire request with all conditions listed.
2. Deny the request, or portions thereof, since the development is premature and should await;
    a. The City/County adoption of the Argenta Trail alignment study for that segment of Argenta Trail lying north of 70th Street.
    b. The City adoption of:

i. Final utility design of the extension of utilities from its current terminus to the Blackstone plats
ii. Identification of easements
iii. Acquisition/condemnation of the easements
iv. Approval of financing plan
v. Awarding of contract

c. The City adoption of a Collector Street Policy that addresses feasibility studies, right of way acquisition and dedication, construction, and funding.
d. The City adoption of:
    i. Final design of utilities and roads from the Blackstone Ponds to Blackstone Ridges
    ii. Identification of easements
    iii. Acquisition/condemnation of easements
    iv. Approval of financing plan
    v. Awarding of contract

3. Tabling until the next Planning Commission meeting on October 6 to allow:
    a. the Planning Commission and concerned citizens to give further consideration and study to a large and complex development proposal
    b. the staff and the developer to respond to concerns and questions raised at the public hearing

    (Tabling will not delay the application since the normal date for the application to be considered by the City Council is October 13)

The Planning Commission has the option of recommending approval of all three plats or approving, tabling or denying portions.

STAFF RECOMMENDATION

Staff is not ready at this point to make a recommendation for the following reasons:

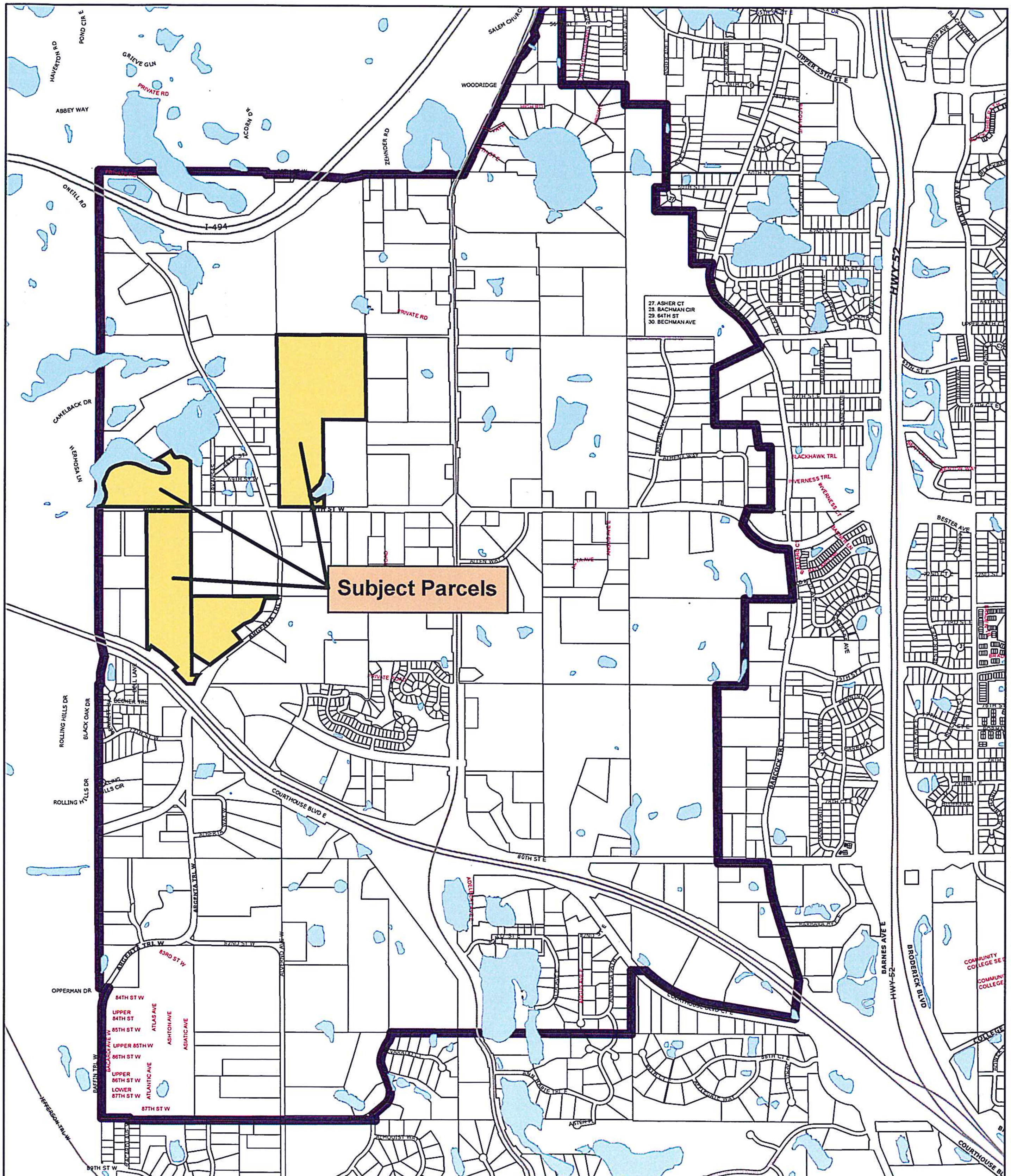
1. Given the size and scope of the project, there may considerable discussion at the meeting that will affect outcomes.

2. This the first time the neighborhoods have been given a chance to review the application and make comment at a public meeting. The decisions made on utility extension and roadway alignments have an impact on a number of properties.
3. There is some discussion about a separate comp plan amendment relating to the Transportation Plan that is being discussed between the City Attorney and the applicants Attorney. This may require some further exploration and consideration.

The list of conditions is set up to allow approval of all three projects. The list is long, but there are a number of issues yet to be resolved.

Attachments: Location Map
Applicant Narrative
Comp Plan Amendment Narrative
Plan Set for Blackstone
Collector Street Study Map
Staff Open Space Drawing for Blackstone Ridge
Memo from Parks Director dated 9/10/14
Memo from City Engineer dated 9-12-14
Letter from Dakota County
Map of new Sewer Alignment for Comp Plan Amendment

Location Map
Case No. 14-22PUD



Blackstone

Application for Planned Unit Devleopment

City of Inver Grove Heights, MN

06.06.2014

Vista |

Ponds |

Ridge |

Narrative for Planning Unit Development

Project:	Blackstone Vista, Blackstone Ponds & Blackstone Ridge
Applicant:	Mr. Jim Deanovic
Prepared by:	Sathre-Berguist
Submitted to:	City of Inver Grove Heights

Introduction

The following narrative is provided to the City for review and consideration of the Blackstone projects (Vista, Ponds and Ridge) which are all included in this submittal for preliminary plat. All three parcels are located within the City's designated Northwest Area Overlay District and are subject to the Planned Unit Development (PUD) process. We understand that the process establishes additional regulations and standards to ensure that projects are planned in a way that is consistent with the goals and objectives of the City for this anticipated high growth area. For several months, the development team has been working through the site planning and market analysis process to ensure that the proposed Blackstone neighborhoods not only meet the goals of the city, but that the developments are marketable and desirable places to live that bring new residents to the community.

The proposed development is unique because the Blackstone project consists of three separate, non-contiguous parcels that will be developed by the same developer and as such will have a cohesive character and standard of development that generally only happens when projects are contained within one site. The hope is that by approaching each of these sites with a common design approach, while providing market diversity, that there will be homes available from everyone throughout the housing lifecycle.

One of the most influential design elements proposed within the Blackstone Vista, Ponds and Ridge plats is the attempt to seamlessly integrate the open spaces and natural resources thoughtfully through each of the proposed neighborhoods. The City recognizes the value of these important resources as demonstrated within the City's various plans for the Northwest Area, and our team worked diligently to ensure that open spaces, trail connections and natural resource areas were protected and available to not only the proposed neighborhoods, but to the greater community.

The significant open spaces means that guided densities were more difficult to attain. As a result, concurrent to this application, the Developer has applied for a Comprehensives Plan Amendment (CPA) to re-guided portions of the three parcels to allow for greater diversity in housing types as well as provide greater areas of contiguous open spaces and natural resource areas that would otherwise be subject to development.

The following description is provided to better introduce the Blackstone neighborhoods.

The Details (Site design, unit types, open space, character)

The Developer is proposing to create three separate neighborhoods Vista, Ponds and Ridge all under the Blackstone plat. Each of the proposed neighborhoods are located on non-contiguous parcels and have differing site characteristics which contributed to the proposed site design and proposed unit types proposed within this application. The following breakdown is provided for each neighborhood.

Neighborhood	**Proposed Product Type and #s**	**Site Characteristics**
Blackstone Vista Schmidt Parcel 59.34 Acres	Single Family Residential 78 Units	The proposed Vista neighborhood is located to the west of Argenta Trail, and northwest of TH 55. The site is nestled behind land which abuts 55 and is guided for Industrial Office Park and Community Commercial uses. The site has fairly significant topographic changes with a ridge that separates the proposed residential use from the more commercial/industrial uses. The site plan proposes to maintain a significant buffer between the residential and commercial/industrial lands with an open space corridor and trail along the southern and western perimeter of the project.
Blackstone Ponds Shanahan Parcel 24.82 Acres	Townhomes 4, 6 and 8-plex 106 Units	The Ponds neighborhood is situated north of the proposed Vista neighborhood, and will be accessed from 70th Street north. The project will include row style attached townhomes in 4-plex, 6-plex, and 8-plex configurations. The entire northern perimeter of the site is bordered by open water (Franke Lake). As configured, this area would be located within an Outlot allowing for the protection of the shoreland and respecting the buffer and setback areas necessary to protect this natural resource area.
Blackstond Ridge Jeffers Parcel	Single Family Residential 121 Units	The Ridge neighborhood is located further east down 70th Street North from the Ponds neighborhood and is located on the north side of the street. Although the parcel has frontage on 70th Street the proposed neighborhood will be accessed from Argenta Trail located to the west of the project site. Additional right-of-way will need to be established to create this connection, but will provide the safest access to the proposed neighborhood. There is some existing vegetation, including some fairly dense tree stands, along the eastern edge of the site that will be preserved in an Outlot. All of the roads include sidewalks and trail connections internally, as well as connections to the greater regional system. A series of stormwater ponds are integrated throughout the site offering additional amenities to the development while providing adequate surface water management to the project.

All three proposed neighborhoods were designed with the goals and objectives of the Northwest Overlay District in mind. As a baseline, before any plans were established, each parcel was reviewed against the Comprehensive Plan, Northwest Overlay District's established intent and purpose, and Greenway Plan to determine the appropriate locations for open spaces, trail connections and other neighborhood amenities on each parcel. The next step was to integrate these elements into the site plan while trying to develop a neighborhood that would be marketable and a long-term asset to the City of Inver Grove Heights.

As previously indicated, the proposed Project does require an amendment to the City's official Land Use Plan adopted within the 2030 Comprehensive Plan. The CPA application will be made concurrently to the PUD application to ensure that an informed decision can be made with respect to the Blackstone Project and how the proposed neighborhoods vary, or are consistent, from the Comprehensive Plan.

The other primary guiding document for the area is the Northwest Overlay District Ordinance which sets out specific targets for Open Space and natural resource preservation. The following list of items within the City's Ordinance are found within the proposed Blackstone neighborhoods, "diverse housing styles, natural features as integral elements...pedestrian connections, and open space areas as development amenities." As demonstrated on the submitting PUD application the Blackstone Vista and Blackstone Ponds development integrate the Dakota County Greenway corridor, provide trail connections and position lots strategically to preserve open spaces providing amenities to future residents. The Blackstone Ridge development also integrates trail corridors and preserves a large open space area along the eastern edge of the property offering protection of existing vegetation and preserving it as an amenity to the development. The careful integration of these open spaces with a diversity of housing types means that new residents will have options for attached or detached housing types all while enjoying trail access, open space and vegetative diversity within their individual neighborhoods.

The ordinance further states with respect to open space that, "an amount of land equal to at least 20% of the net developable area within the PUD shall be preserved as natural area/open space, which may include greenways as shown in the City of Inver Grove Heights Natural Resources Inventory and Management Plan...." The neighborhoods as designed include between 29% and 47% of the area platted as Outlots, each of which contain a significant amount of upland open space areas that will be accessible to the neighborhood's residents and include trail connections, protection of tree stands, water (Franke Lake)and surface water management features. We believe that these neighborhoods will not only meet the current market demands, but meet the overall goals and objectives of the City's plans for development in the Northwest Overlay district area.

Site Specific Tailoring

(Where we propose to vary)

While our Team worked diligently to follow the Ordinance's requirements and standards, there are few areas in which we propose to vary slightly to better accommodate each neighborhood's unique characteristics. As previously described, it was very important to us to design each neighborhood in a manner that would respond to the existing topography, protect certain natural features while attempting to meet the Comprehensive Plan's land use categories as closely as possible - essentially, we understood that we would not be able to meet the land use densities as described given the open space requirements, but we attempted to reduce the non-conformance as much as possible.

With that in mind, our Team proposes the following areas in which the neighborhoods vary from the specific zoning standards established within the Ordinance. While each neighborhood roadway design is consistent with the City's specification for a standard 28-foot wide street (STR-002), we would propose some flexibility with respect to the dedicated Right-of-Way (ROW). By allowing a slight reduction in ROW, we are able to achieve greater densities even within the single family residential neighborhoods proposed in Blackstone Vista and Ridge.

The Blackstone Ridge development is also somewhat different than the other two parcels because of the existence of a large utility easement along the western edge of the site. The presence of that regional utility easement means that roadway connections/realignment along this area would be extremely difficult and cost prohibitive. However, the City's existing transportation plan identifies this location for future realignment of Argenta Trail which does not seem feasible based on current discussions between the City, County, and developer. As a result, the proposed Argenta Trail realignment is proposed further to the west of the site which would create the need for additional easements in order for the proposed Blackstone Ridge neighborhood to be developed. (Further description of easements is found in subsequent sections.)

Finally, the amount, location and size of Open Spaces do not all necessarily meet every aspect of the Northwest Overlay district ordinance. However, the open spaces and outlots were thoughtfully designed and integrated into each neighborhood to ensure that the intent of the City's Northwest Overlay district ordinance was attained in each plat, while trying to balance the City's need for density (housing units) in the area to ensure the ability to provide cost-effective municipal services to the area.

The Infrastructure Program

(Roads, Utilities, Stormwater & Phasing)

The proposed Blackstone neighborhoods each have differing site demands with respect to infrastructure, and as such the phasing of each neighborhood is somewhat contingent on the ability to provide the necessary municipal services including utilities and roadway connections. The following description of anticipated needs, phasing and other infrastructure demands is provided for each proposed neighborhood.

Blackstone Vista

The Vista neighborhood is generally located northwest of the existing Argenta Trail and TH 55 intersection. As such, utilities are most available (closest) in this location and must be extended from the southeast in order to serve this area. Therefore the Vista project is anticipated to be the first neighborhood developed, and will require obtaining an easement from James Peltier to install and hook up to sanitary and water services that are currently stubbed in the Argenta Hills subdivision.

Access to the Vista neighborhood also requires some improvements to ensure safe ingress and egress into the community. Currently, the northern border of the site has frontage along 70th Street. The number of proposed homes will require the installation of a dedicated turn lane, for which the current ROW does not provide an adequate amount of area for construction. In conversations with the City and County, the access location was shifted as far west as possible from the intersection of Argenta Trail and 70th Street to allow for proper intersection spacing along the future upgrades of 70th Street. Therefore, additional ROW will be needed from adjacent property owners Dueth, Steininger and Brandvold in order to properly develop the turn lane. The secondary access proposed for the project is off of Argenta, and the construction of a turn lane will also be necessary in this location. Currently, it is anticipated that at a minimum additional ROW will be needed over the Rechtzigel property, but depending on ultimate design, there may be additional ROW needed from the Schaefer and Swanson properties.

Finally, the onsite surface water management features are proposed to be integrated within the proposed Outlots and open spaces as demonstrated on the preliminary plat. We will construct 3 storm water ponds to provide the required storm water treatment. The large depression in the northwest corner and the 2 southern ponds will provide the required infiltration/filtration.

Blackstone Ponds

The Blackstone Ponds project is located directly north of the Vista neighborhood, and services will be readily available to the site once the Vista neighborhood site work is underway. As a result of the adjacency, no additional utility easements are necessary in order to serve this neighborhood since the Vista project is under control of the same developer.

Likewise, the roadway improvements required for the Vista project will subsequently improve the road network on the southern boundary of the Ponds site which is 70th Street. The proposed access into the Ponds neighborhood is from 70th Street, and the access location will be lined up accordingly with the access point for the Vista neighborhood, ensuring safe turning movements for both neighborhoods. The ponds and the infiltration basin meet the required treatment for quality and quantity control

The surface water management on the site is proposed to be handled with ponds that are integrated into the Outlots and open space areas. Surface/storm water will be collected from the roadways via curb and gutter which will be connected through a series of pipes which will discharge into the ponds. As designed the

southeast pond and the existing basin are connected with existing pond in the northwest corner of the site. A small pond on the west side of the site will treat all the water that we are unable to get to the eastern pond and basin. The ponds and the infiltration basin meet the required treatment for quality and quantity control.

Blackstone Ridge

The Blackstone Ridge neighborhood is furthest to the east, and is the last phase of the proposed Blackstone project as it currently is geographically the furthest away from municipal services. In order to serve the site, utility easements will be necessary from the Edward Joseph and Martha Zachary properties. Once the Blackstone Vista and Ponds sites are underway and the utility easements secured, the proposed Ridge neighborhood can begin development activities.

As previously described, access to the Ridge neighborhood is proposed to be from Argenta Trail rather than 70th Street West. Additionally, the proposed future realignment will create additional demands for ROWs to ensure that this site is accessible from a road with adequate capacity to serve the neighborhood. To ensure access to the site, between 50 and 60-feet of additional ROW will need to be obtained over the Daniel Krenz property depending on ultimate design of the access road and whether we are allowed to reduce the amount of ROW necessary for the neighborhood's internal roadway network. Similarly to the other Blackstone neighborhoods, a dedicated turn lane from Argenta Trail will also be necessary which will require additional ROW be obtained from the Daniel Krence, Rebecca Ketcham, and Pamela Burst properties.

Finally as with the other two Blackstone neighborhoods, the stormwater is proposed to be managed on site with a series of ponds and infiltration basins which are interspersed throughout the proposed open spaces. The ponds and the infiltration basin meet the required treatment for quality and quantity control.

Conclusion and Summary

The proposed Blackstone Vista, Blackstone Ponds, and Blackstone Ridge project will create opportunities for new residents, offer greater diversity in housing types, and further the City's goals for open space within the Northwest area of the community. Our team carefully designed the three projects to be cohesive, while respecting the individual characteristics of each site. We believe that we have demonstrated a commitment to achieve the goals and objectives the City has identified for development within the Northwest Overlay District, and are excited to begin working towards development of these three new neighborhoods.

Blackstone

Vista | Ponds | Ridge

Application for Comprehensive Plan Amendment

City of Inver Grove Heights, MN

06.02.2014

Application for Comprehensive Plan Amendment

Applicant: Mr. Jim Deanovic

Prepared by: Sathre-Berguist &
SHC, LLC

Submitted to: City of Inver Grove Heights

Date: 06.02.2014

Executive Summary

The Developer is requesting a Comprehensive Plan Amendment to re-guide portions of the Blackstone parcels for slightly lower densities, allowing for the preservation of open spaces consistent with the stated objectives for the Northwest Area Overlay. The Project consistent of three cohesive, but distinct neighborhoods: Blackstone Vista, Blackstone Ponds and Blackstone Ridge. The following summary of the request is provided:

Neighborhood	***Adopted Land Use***	***Proposed Land Use***	***# Units***	***Proposed Density***
Vista	LMDR/MDR	LDR	78	2.25 U/A
Ponds	MDR	MDR	108	6.9 U/A
Ridge	LMDR/MDR	LDR	74	1.92
	LMDR	LMDR	47	3.11 U/A
TOTAL			307	

One of our team's primary objectives is to develop each neighborhood as closely, and consistently, as possible with the City's goals and objectives for the Northwest Area Overlay District while respecting the guided land uses designated within the Comprehensive Plan The summary table above demonstrates our commitment to diverse land uses and housing style, and the attached concept plans demonstrate how each neighborhood will be connected with trail corridors, greenway and open space network. The analysis on the following pages describes the request in further detail including a description of each neighborhood, number and types of units proposed, and open space objectives on each parcel.

Blackstone Vista

Parcel Snapshot (Figure 2)

2010 Adopted Land Use:	Low-Medium Density Residential (LMDR), Medium Density Residential (MDR), Industrial Office Park (IOP), and Community Commercial (CC)
Proposed Land Use:	Low Density Residential (LDR), Industrial Office Park (IOP) and Community Commercial (CC)
Total Site Size:	59.34 Acres
ROW:	11.38 Acres
Outlots:	Outlot A: 2.92 Acres, green space & ponding
	Outlot B: 0.15 Acres, Open Space Remnant, perhaps monument signage
	Outlot C: 0.19 Acres, Open Space Remnant, perhaps monument signage
	Outlot D: 10.67 Acres, Open Space, ponding, trail, could be publicly dedicated
	Outlot E: 13.07 Acres, Land Use designations Industrial Office Park and Community Commercial, not included in density calculation
	Outlot F: 0.94 Acres, remnant open space
	Outlot G: 0.25 Acres, Remnant open space, also provides potential future connection to realigned Argenta Trail
	Outlot H: 0.09 Acres, Remnant open space
Outlot Total Acres:	28.28 Acres
# of units needed assuming adopted Land Uses:	Minimum of 113
# of Proposed Lots:	78
Proposed Unit Types:	Single Family
Proposed Lot Sizes:	9,060 – 16,484 Square Feet
Proposed Density:	#of Lots / (Total Site Area – ROW – Outlot E) 78 lots /34.89 Net Acres = 2.25 Units per Acre

Analysis

The proposed Blackstone Vista preliminary plat integrates open spaces throughout the development consistent with stated goals and objectives for the Northwest Area contained within both the City's Comprehensive Plan and associated Ordinance. Based upon the Metropolitan Council's methods for calculating density, the ownership of the open spaces is of particular significance on this plat because it substantially alters the required number of units to meet the current land use designation. In the case of Blackstone Vista, the Applicant is proposing to develop 78 single family lots that will be bordered on the south and eastern edge of the site by open space which will contain a public trail, as well as stormwater management for the proposed

See Figure 2 for Concept Detail

development. Depending on whether or not the City is interested in the area designated as Outlot D on the Concept Plan, the proposed land use designation for the residential area would be either Low Density Residential (LDR) if it remains private, or Low-Medium Density Residential (LMDR) if Outlot D were to become publicly dedicated. The development team is open to discussing either option, and simply has determined that the highest and best use of this portion of the parcel is for single-family residential development.

Also contained on this parcel as designated within the adopted Land Use Plan is an area along TH 55 and existing Argenta Trail for approximately 15+/- acres of Industrial Office Park (IOP) and approximately 9+/- acres of Community Commercial (CC). As depicted on Figures 1 and 2, we propose to leave approximately 13 acres in the IOP and CC land use designation, and propose the remaining 11 acres be re-guided to LDR or LMDR depending on the ownership of the Outlots. The proposed reason to alter the IOP and CC land areas is due primarily to the existing topographic changes in the area which would impact utilities and access, and the proposed modifications more closely aligns with existing site conditions.

Blackstone Ponds

Parcel Snapshot (Figure 3)

2010 Adopted Land Use:	Medium Density Residential (MDR)
Proposed Land Use:	Medium Density Residential (MDR)
Total Site Size:	24.82 Acres
ROW:	4.05 Acres
Water:	5.2 Acres (approximately)
	Outlot A: 3.01 Acres, open space, water, ponding, areas adjoining townhome lots
	Outlot B: 3.18 Acres, open space, ponding, and areas adjoining townhome lots
Outlot Total Acres:	16.19 Acres
# of units needed assuming adopted Land Uses:	Minimum of 93 Lots
# of Proposed Lots:	108
Proposed Lot Sizes:	1,725 – 2,070 Square Feet
Proposed Unit Types:	4-plex, 6-plex, 8-plex
Proposed Density:	#of Lots /(Total Site Area – ROW – water) 108 lots /15.57 Net Acres = 6.9 Units per Acre

As demonstrated by the attached preliminary plat, Blackstone Ponds when isolated from the other two parcels, will meet the adopted land use designation of Medium Density Residential which prescribes a range from 6 units per acre to 12 units per acre. As calculated, the water and right-of-way are deducted from the calculation resulting in approximately 6.9 Units per Acre.

Outlots A and B contain ponding areas, wetland and Shoreland buffer areas which could also be deducted from the overall density calculation further increasing the estimated number of units per acre ensuring that the project fits within the required MDR range established within the Comprehensive Plan. The Blackstone Ponds plat will help contribute to the number of units necessary to support the infrastructure improvements identified within the City's Capital Improvement Plan, and also will ensure that the SAC and WAC fees are adequate support the long term plan. Because of the proximity of the site to the adjacent lake, and the fact that the waterbody encroaches on the parcel, an open space buffer along the entire northern perimeter of the plat is established which supports the goals and objectives for the Northwest Area and the Greenway plan as established within the City's Comprehensive Plan, corresponding ordinances and Dakota County's Greenway plan.

See Figure 3 for Concept Detail

Blackstone Ridge

Parcel Snapshot (Figure 4)

2010 Adopted Land Use:	Approx. 40 Acres Low-Medium Density Residential (LMDR) and Approx. 20 Acres Medium Density Residential (MDR)
Proposed Land Use:	Approximately 40 Acres Low Density Residential (LDR) and Approximately 20 Acres Low-Medium Density Residential (LMDR)
Total Site Size:	60.25 Acres
ROW:	9.82 Acres
Ponding/Wetlands:	5.18 Acres (approximately)
Outlots:	Outlot A: 1.02 Acres
	Outlot B: 3.90 Acres, open space and ponding
	Outlot C: 0.46 Acres
	Outlot D: 5.10 Acres, open space and trees
	Outlot E: 1.07 Acres, open space and ponding
	Outlot F: 3.65 Acres, open space, ponding, wetland
	Outlot G: 2.40 Acres, open space, ponding, wetland
Outlot Total Acres:	17.61 Acres
# of units needed assuming adopted Land Uses:	Minimum of 193 Lots
# of Proposed Lots:	121
Proposed Lot Sizes:	7,870 – 28,657 Square Feet
Proposed Unit Types:	Single Family Residential
Proposed Density:	#of Lots /(Total Site Area – ROW – ponding/wetlands) North 40: 74 / 38.46 = 1.92 Units/Acre South 20: 47 / 15.1 = 3.11 Units/Acre

The proposed Blackstone Ridge development would require a reduction in density on the northern 40-acres of the parcel, and would leave the southern 20-acres guided for Low-Medium Density Residential uses as currently guided within the Land Use Plan (See Figure 1). As depicted on Figure 4 that shows the preliminary plat, the lot configuration for Blackstone Ridge integrates a diversity of lot sizes and seamlessly blends smaller lots on the southern end of the site transitioning to larger lots on the northern end. Much of the existing vegetation on the site will be preserved where possible, integrating the treed areas around the perimeter of the site. As calculated, the Outlots are not removed from the density calculation with the exception of the wetland and ponding areas. The remaining green spaces are currently calculated as if they were private, but depending on the City's preference, the developer is open to discussing whether some of these outlots would be of value from a public open space perspective. Even if some of the open space area are publicly dedicated on the northern 40-acres, it is likely that the land use designation would still be Low Density Residential given some of the site constraints. In particular the power line easement that runs along the western edge of the site significantly reduces the amount of usable yard space, and therefore the lots are larger on this edge to allow for adequate yard space for the proposed homes.

See Figure 4 for Preliminary Plat

Summary Changes

The following line items within "Table 2.2 2030 Future Land Use Calculations (in Acres)" would need to be adjusted according to the proposed amendments to the land use categories.

Land Use	Currently within Urban Service Area (MUSA)	*Acreage adjustments based upon CPA*	Total	% of Total*
Low Density Residential	3,176	+73	3,249	17%
Low Medium Density Residential	567	-40	527	3%
Medium Density Residential	961	-27	937	5%
Industrial Office Park	194	-6	188	1%

**The acreage changes do not result in any adjustment to the overall percent the land use category contributes to the city's land area as whole.*

The calculations and tabulations within Tables 2.3, 4.1, 4.3 and 7.7 would all be slightly different than calculated, however, since the proposed change reduces density the ability to serve the land with utilities and services should not be affected by the change. As such, the tables could remain unchanged, with perhaps a footnote which reflects that the majority of the changes primarily affect the Low Density Residential and Low Medium Residential land use categories based upon this request.

As stated within the Northwest Area section of the Comprehensive Plan, many studies and planning efforts have been completed to project and plan for a mix of land uses within the Northwest Area. The proposed land use amendments contained within this CPA application reduce the intensity on the subject parcels. As a result, the proposed changes remain consistent with the following statements; "the development projects assumed within the Northwest AUAR remain higher than those projected for the 2008 Comprehensive Plan update, thus rendering the AUAR still effective and not impacting the design capacity of future infrastructure." Therefore the proposed changes should not create a conflict with the adopted AUAR, and from an environmental perspective no further analysis should be necessary if the CPA is approved. The section further states that the number of units necessary to support the infrastructure investment needs to remain relatively consistent with the guided land uses in order to make servicing the area economically viable. The proposed amendments seek to remain as consistent as possible with the land use plan, while respecting the Northwest Area ordinance which requires a substantial quantity of open space and greenway corridor dedications in every project. When reviewing the subject amendments, it is important to consider that if all of the open spaces were allowed to be netted out of the development calculations that all of the sites would be close to meeting the land use descriptions currently adopted within the 2008 Comprehensive Plan. Therefore we believe that the proposed CPA should be acceptable to the City, as it integrates extensive open spaces, preserves natural resources, provides trail connections all while providing a diversity of housing types and lot sizes in this growing area of the community.

Inver Grove Heights - Adopted Land Use Plan
Figure 2.2

Proposed Land Use Changes to Figure 2.2

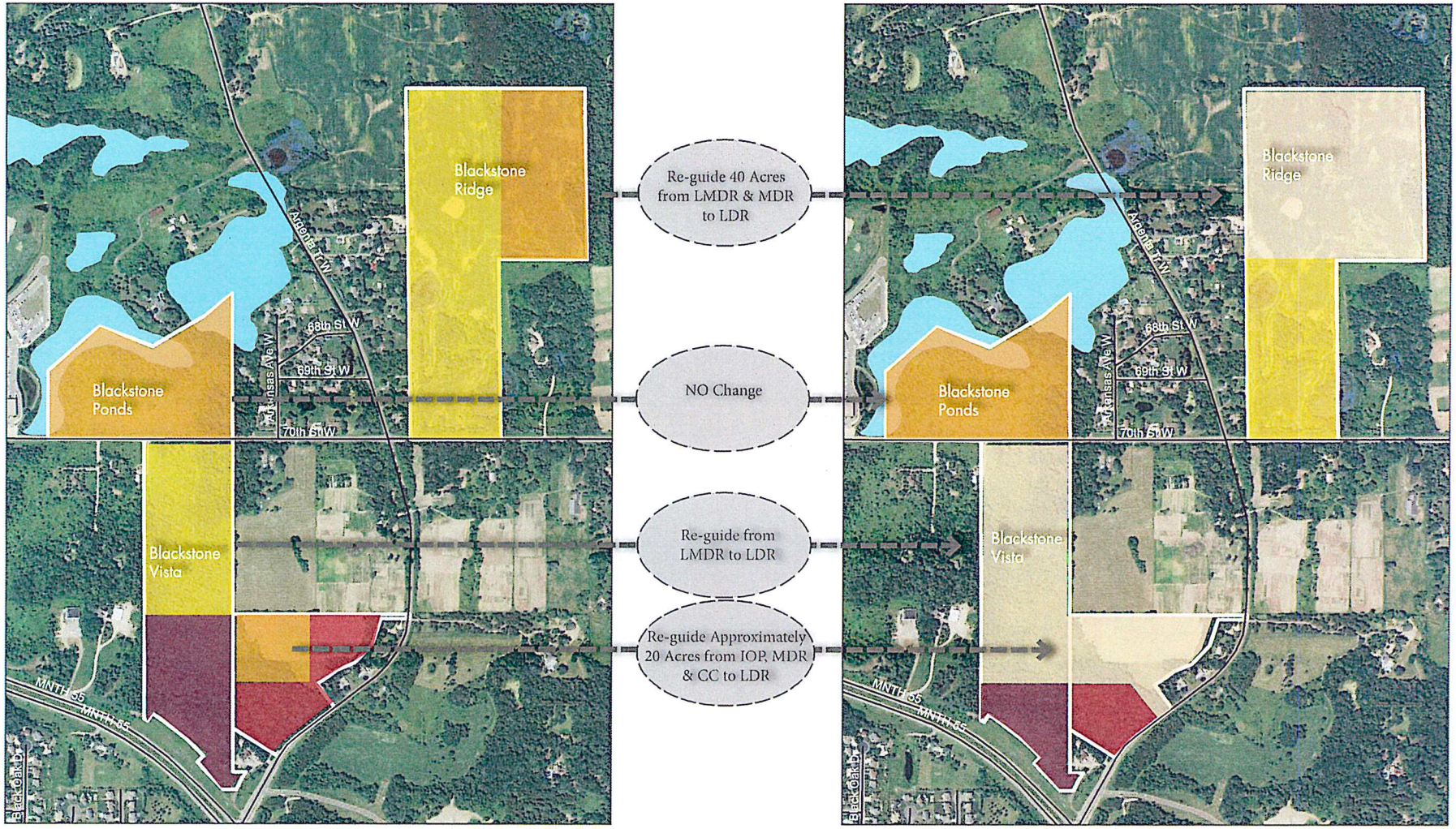


Figure 2: Blackstone Vista

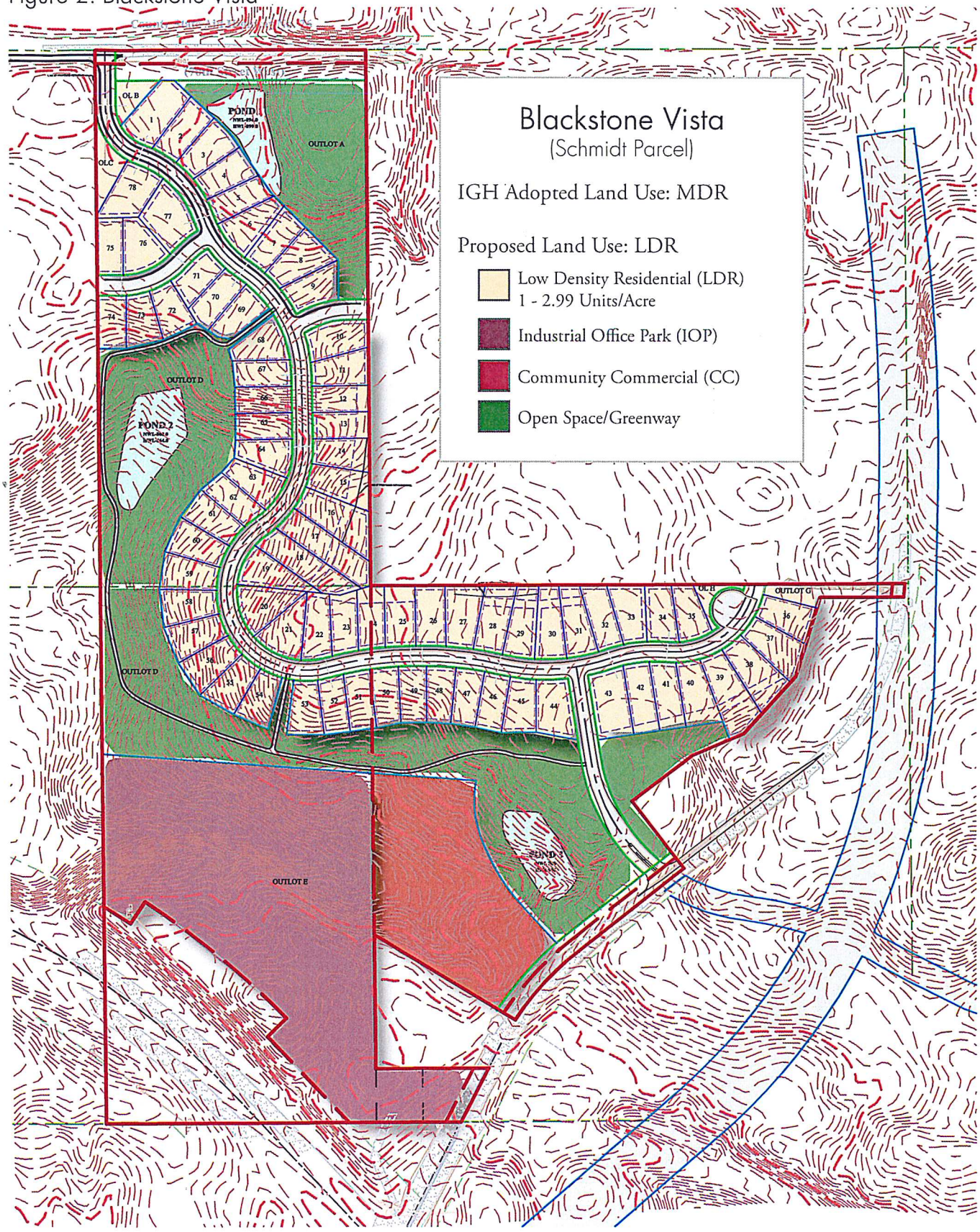


Figure 3: Blackstone Ponds

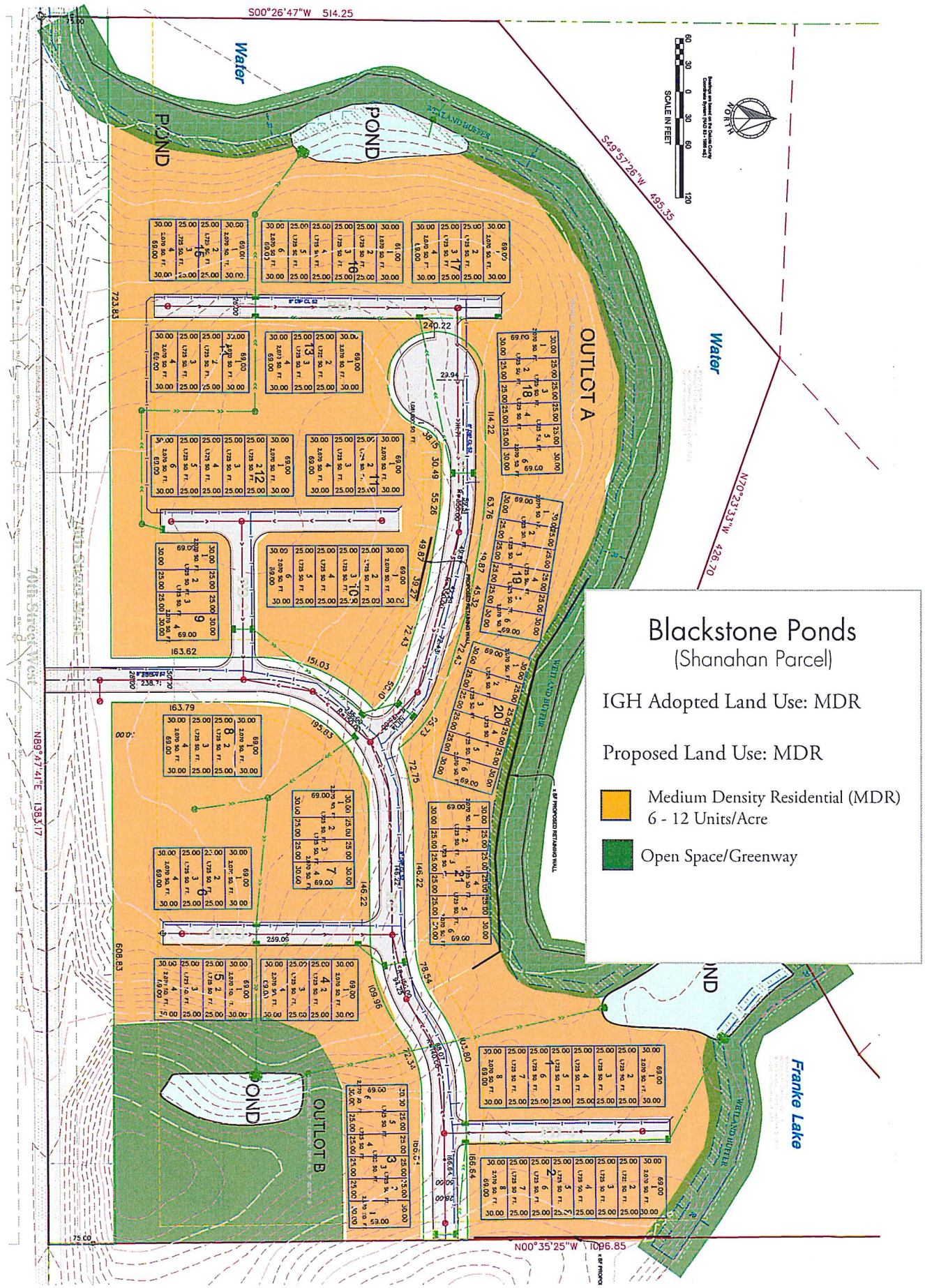
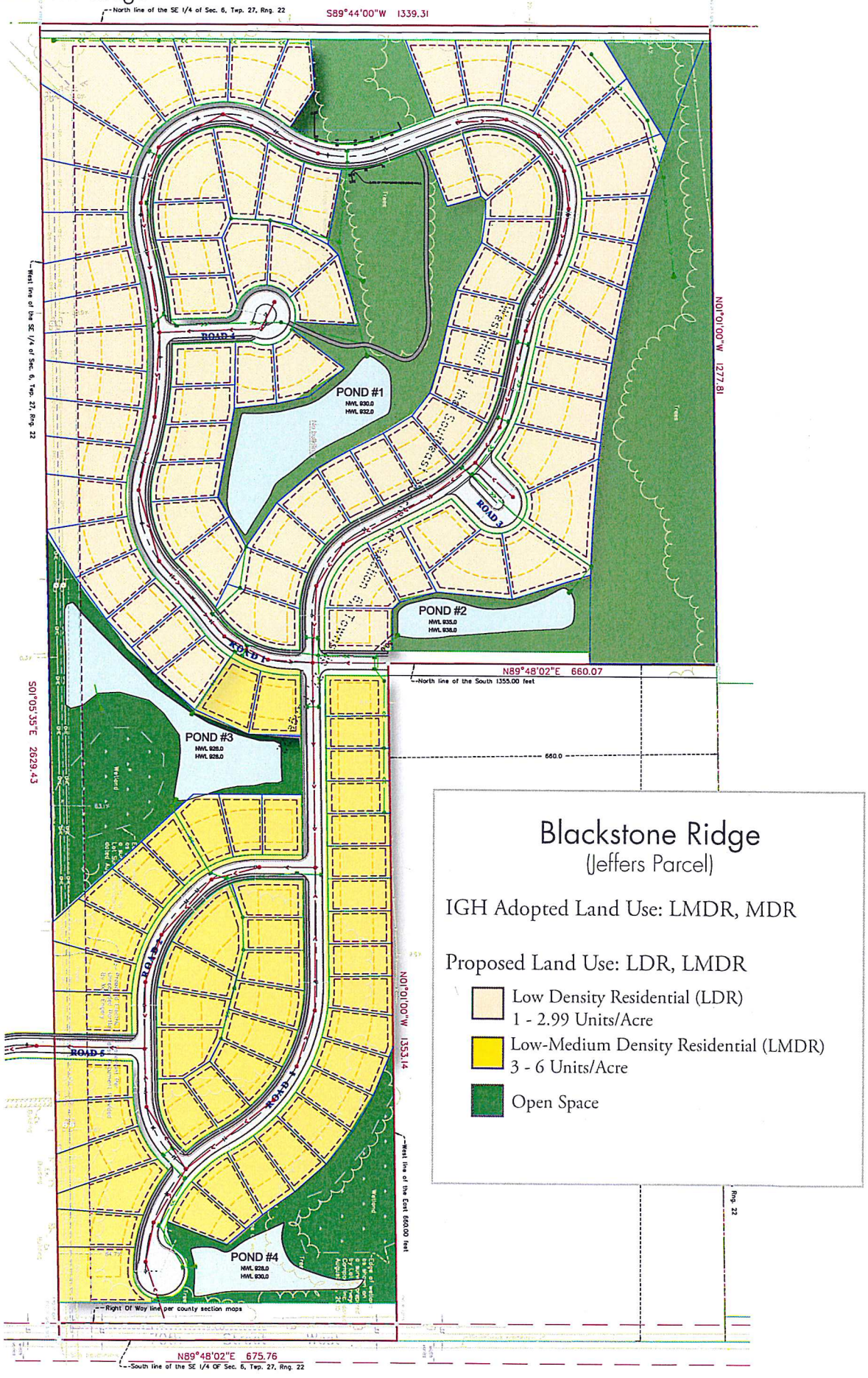


Figure 4: Blackstone Ridge



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UP 1-5	Preliminary Utility Plan
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LP 1	Preliminary Landscape Plan
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LOT DESIGN STANDARDS

BLACKSTONE VISTA
65' WIDE SINGLE FAMILY-
MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = 5', 10'
MIN. REAR YARD SETBACK = 25'
MIN. CORNER LOT SETBACK=15'
MIN. COUNTY ROAD SETBACK - 50'

MIN. LOT SIZE -=9,000 SF

ROAD ROW WIDTH= 50'
STREET WIDTH=28'

BLACKSTONE VISTA
MULTI FAMILY
UNIT SIZE SHOWN - 25'X52' plus10' Deck
PRIVATE DRIVE SETBACK FROM CURB - 20'
MIN FRONT YARD SETBACK - 15'
COUNTY ROAD SETBACK - 50'

BLACKSTONE RIDGE
65'/75' WIDE SINGLE FAMILY-PROPOSED
MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = 5', 10'
MIN. REAR YARD SETBACK = 25'
MIN. CORNER LOT SETBACK=15'
MIN. COUNTY ROAD SETBACK - 50'

65' WIDE MIN. LOT SIZE =8,500 SF
65' WIDE MIN. LOT SIZE =9,500 SF

ROAD ROW WIDTH= 50'
STREET WIDTH=28'

WETLANDS:
WETLAND BUFFER=DEPENDENT ON CLASS
BUFFER SETBACK 15'

PROPOSED ZONING : NORTHWEST AREA CORRIDOR - PUD

DRAWING NAME	NO.	BY	DATE	REVISIONS
DSG	1	DLS	06/09/2014	REVISED PLANS
DRAWN BY	2	DLS	07/07/2014	REVISED PLANS
DLS	2	DLS	08/13/2014	REVISED PLANS
CHECKED BY				
DLS				
DATE				
06/09/2014				

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

Daniel L. Schmidt

Daniel L. Schmidt, P.E.
Date: 06-09-2014 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

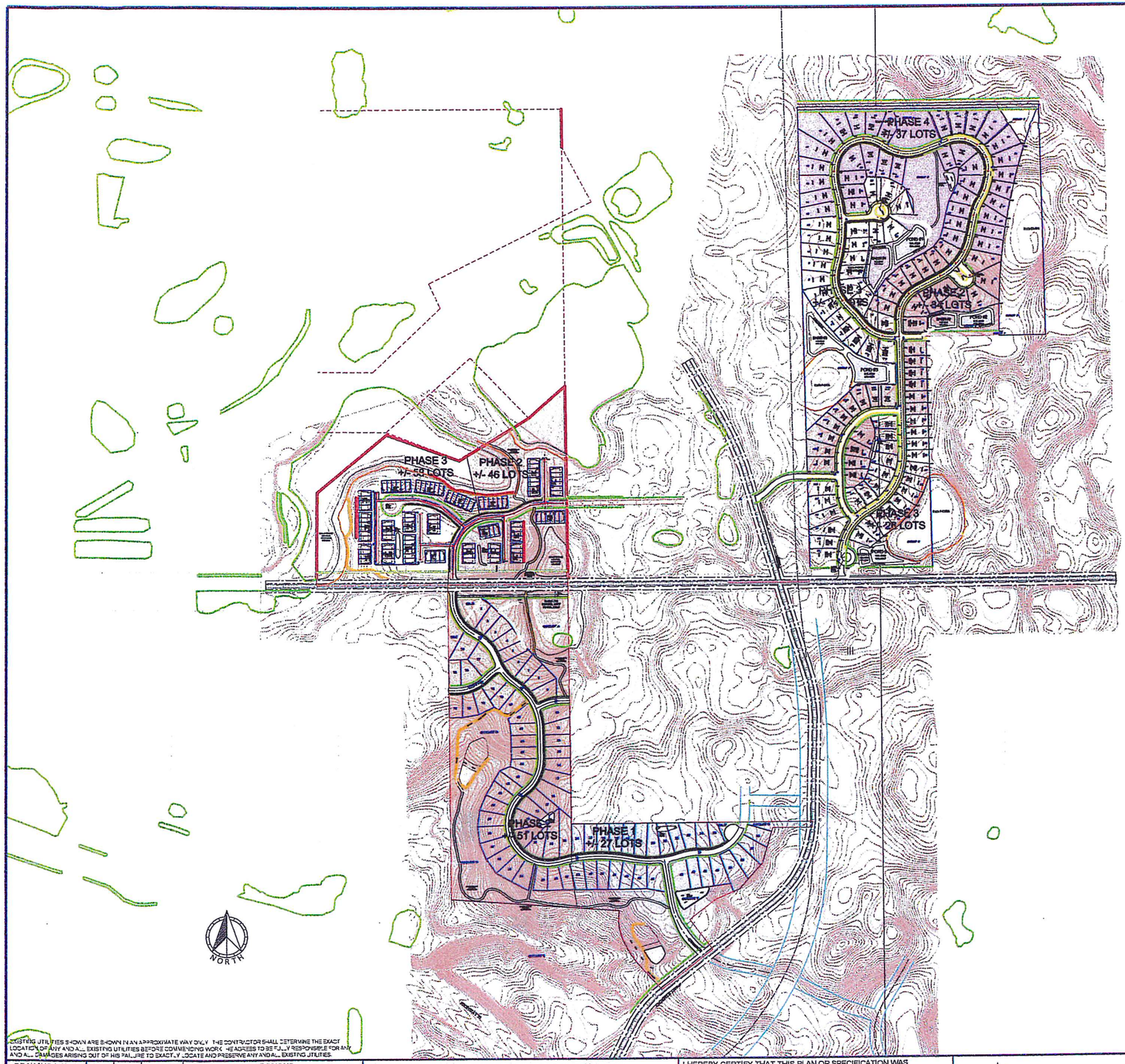
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
—

INVER GROVE HEIGHTS, MINNESOTA

TITLE SHEET
BLACKSTONE
JIM DEANOVIC

FILE NO
—
T1 / T1



NOTES:

1. THE TIMELINE OF THE PHASING SHALL BE DETERMINED BY MARKET CONDITIONS.

- PHASE 1 - 27 SINGLE FAMILY LOTS
- PHASE 2 85 SINGLE FAMILY LOTS, 48 MULTI FAMILY LOTS
- PHASE 3 50 SINGLE FAMILY LOTS, 60 MULTI FAMILY LOTS
- PHASE 4 37 SINGLE FAMILY LOTS

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

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DRAWN BY	2	DLS	07/07/2014	REVISED PLANS
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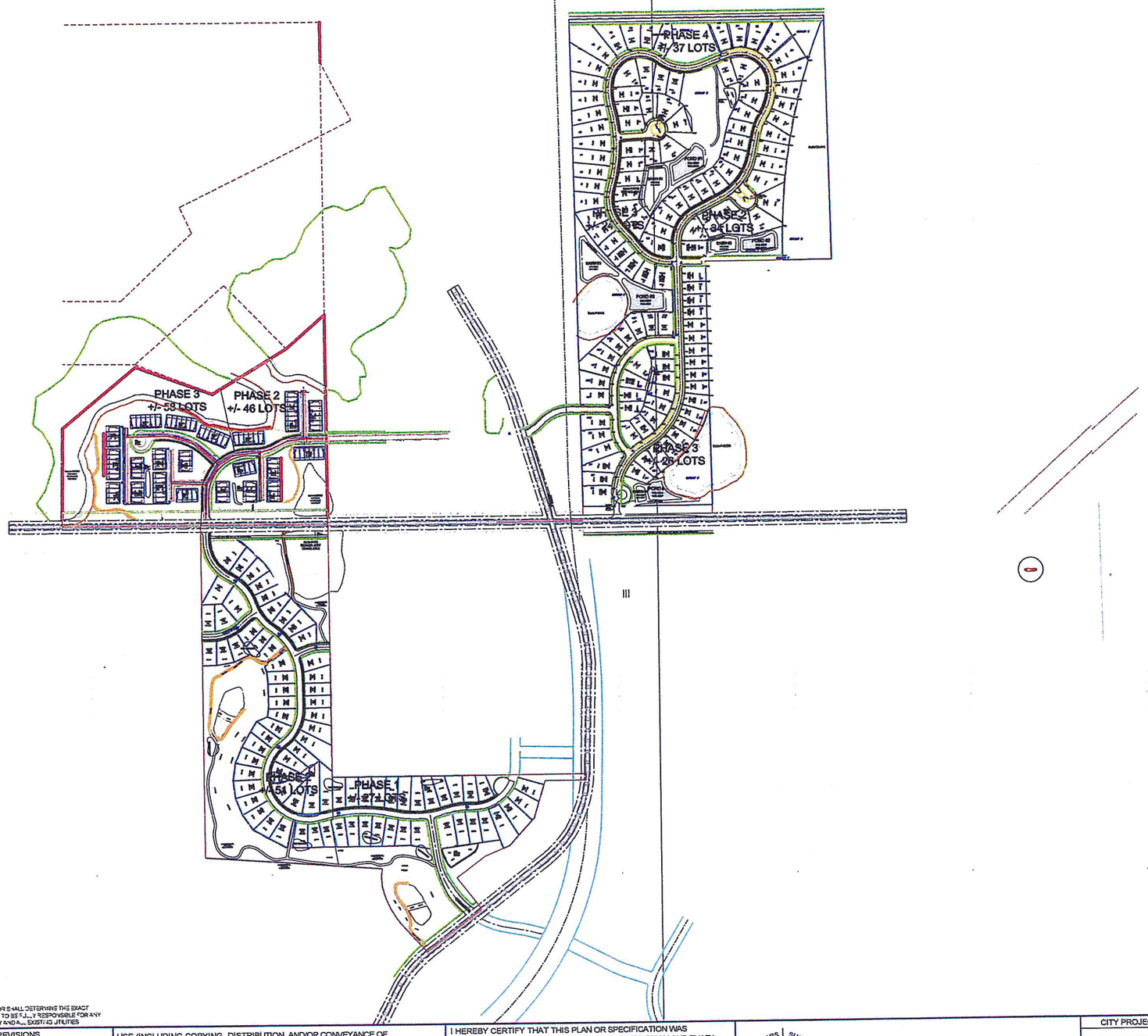
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

PHASING PLAN
BLACKSTONE
JIM DEANOVIC

FILE NO.
1920-005
P1 / P1



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DRAWING NAME	NO.	BY	DATE	REVISIONS
DSG	1	DLS	06/09/2014	REVISED PLANS
DRAWN BY	2	DLS	07/07/2014	REVISED PLANS
DLS	3	DLS	08/13/2014	REVISED PLANS
CHECKED BY				
DLS				
DATE				
06/09/2014				

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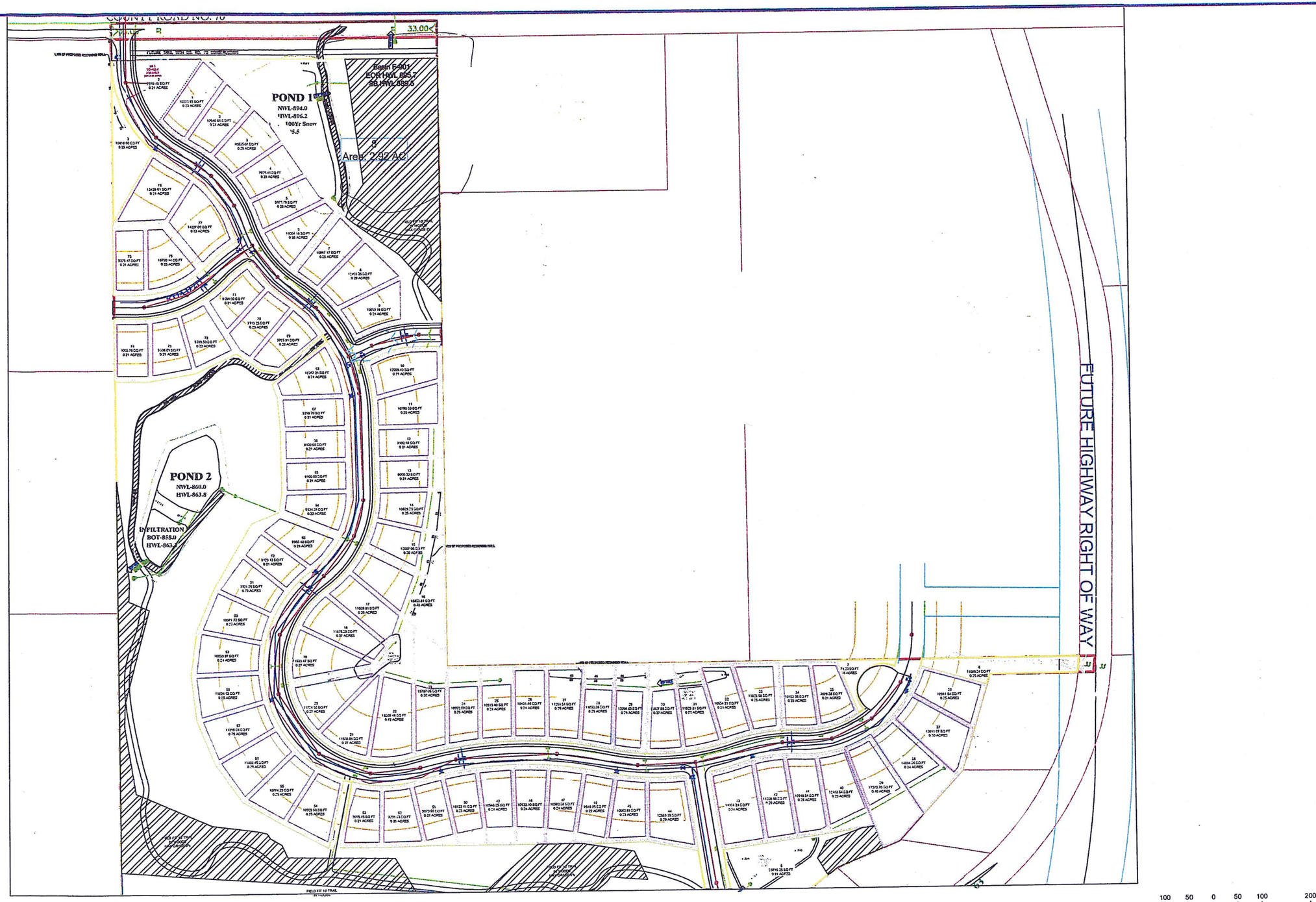
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

SIDEWALK PLAN
BLACKSTONE
JIM DEANOVIC

FILE NO.
SW1



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DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DLS	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	09/13/14	PRELIMINARY REVISIONS
CHECKED BY				
DLS				
DATE				
05/12/14				

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Daniel L Schmidt

Name, P.E.

Date: 05/18/14 Lic. No. 26147

ENGINEERS SURVEYORS PLANNERS DESIGNERS

SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

CITY PROJECT NO.

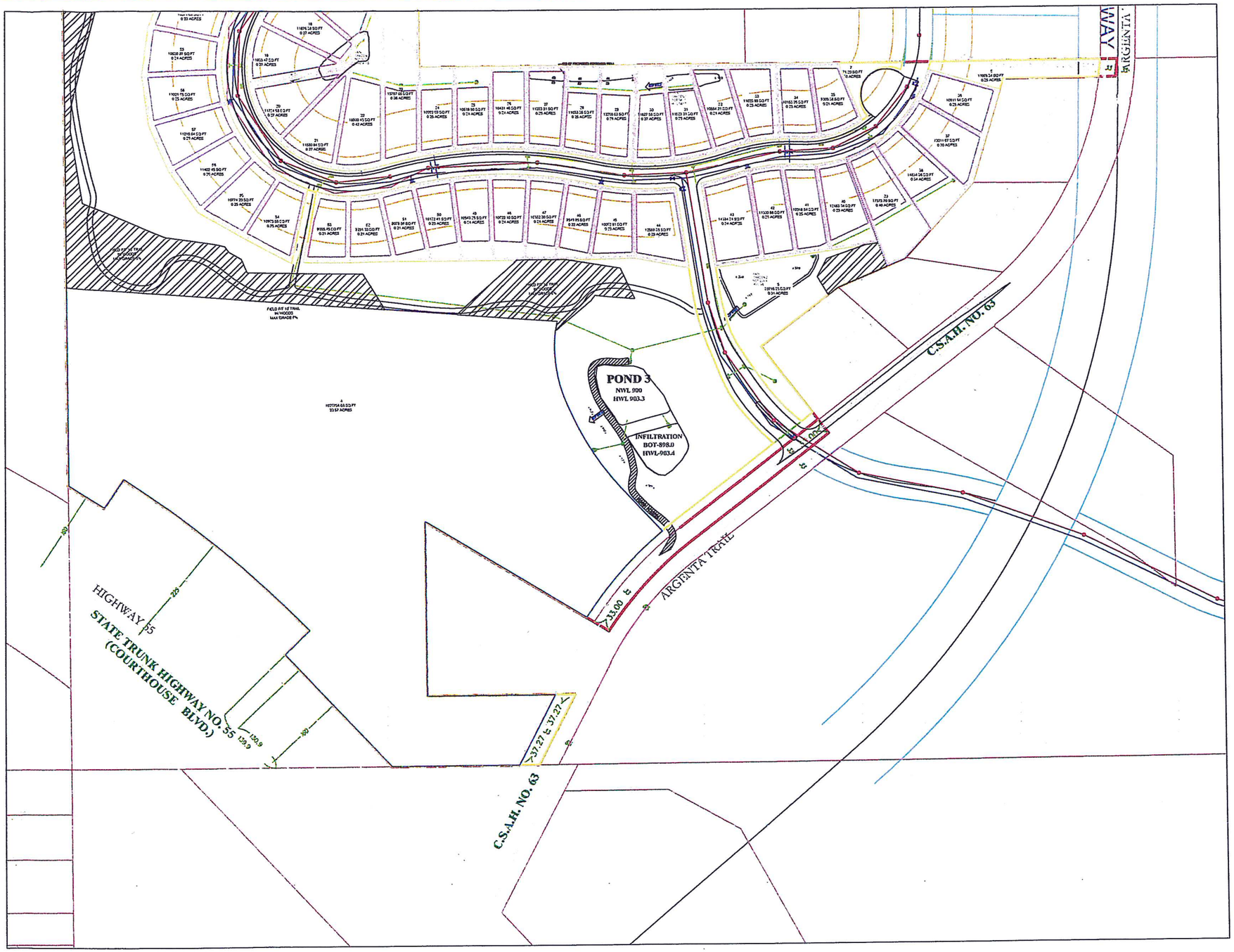
—

INVER GROVE HEIGHTS, MINNESOTA

SITE PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO. 1920-013

SP1 / SP2



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DRAWN BY	02	DLS	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	PRELIMINARY REVISIONS
CHECKED BY				
DLS				
DATE				
05/12/14				

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Daniel L Schmidt
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Date: 05/18/14 Lic. No. 26147

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

INVER GROVE HEIGHTS, MINNESOTA

SITE PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO.
1920-013
SP2 / SP2

BLACKSTONE VISTA 1920-013

LEGEND:

- OPEN SPACE
- UNDISTURBED

NORTH

100 50 0 50 100 200
SCALE IN FEET

	Blackstone Vista
	Low-Med
Gross Area	41.55
75' - 70th Street West	1.14
Wetland/Lake	0.00
Net Area	40.41
Required Min Density	121
Open Space Dedication	2.24
	Total
Net Area	40.4
Required Dedication(20%)	8.1
Undisturbed Dedication (10%)	4.0
Provided Dedication	15.7
Provided Undisturbed	4.2

	Total	Undisturbed
Outlot A	2.9	1.6
Outlot B	0.2	0.0
Outlot C	0.2	0.0
Outlot D	10.4	2.2
Outlot E*	13.1	0.0
Outlot F	0.9	0.2
Outlot G	0.3	0.2
Outlot H	0.9	0.0
TOTAL	15.7	4.2
Required Dedication(acres)		8.1
Largest Open Space(acres)		10.7
Continous Dedication		132%

All values in Acres
*Not Included in Gross Area or Dedication Calculations

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CAW	03	DLS	08/13/14	PRELIMINARY REVISIONS
CHECKED BY	04	DLS	09/09/14	REVISED OPEN SPACE CALCS
DLS				
DATE				
05/12/14				

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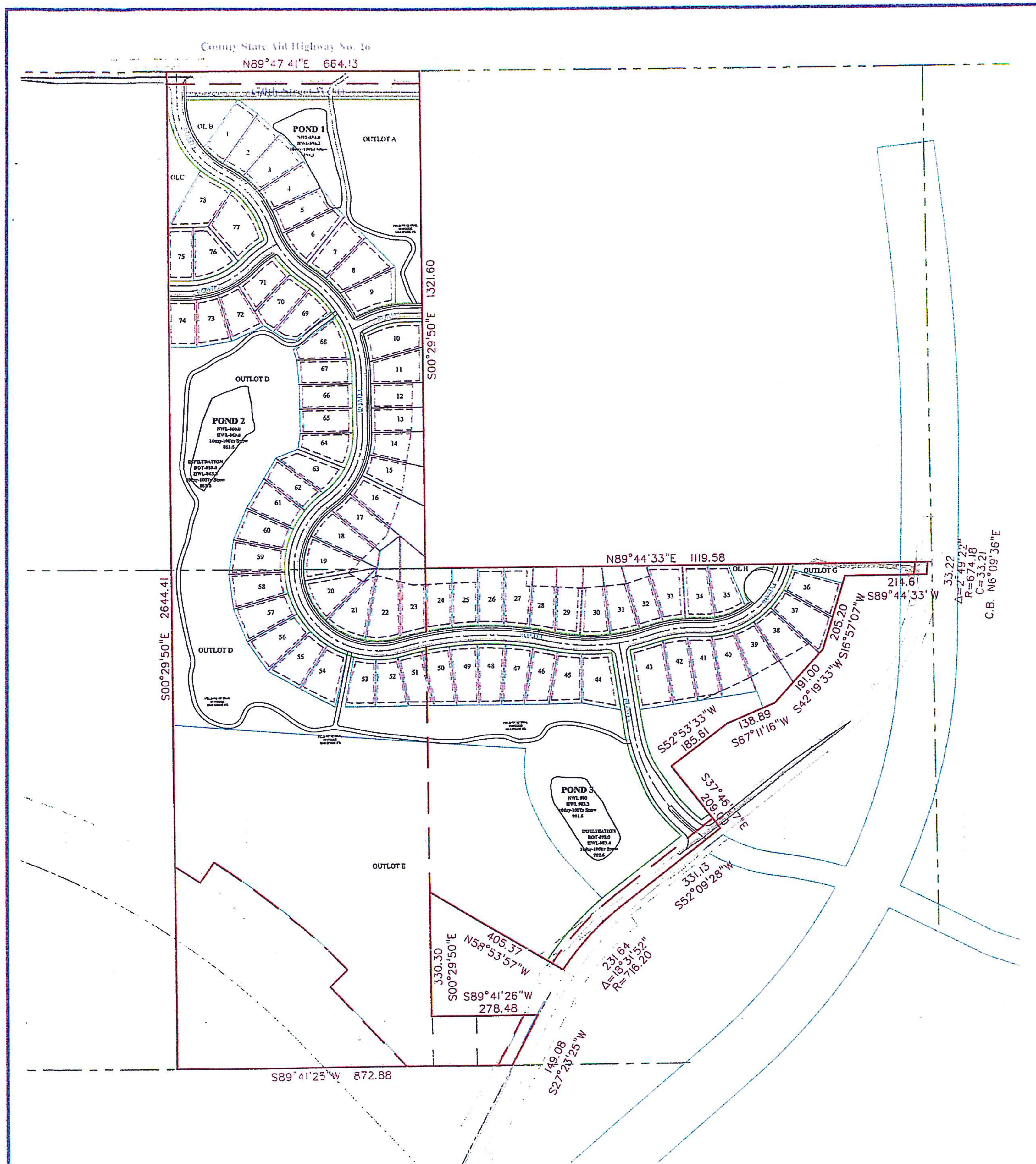
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

OPEN SPACE
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO.
1920-013
OS1
OS1



LOT AREA INFORMATION

BLACKSTONE VISTA

Inver Grove Heights, Minnesota

Project # 1920-013 Date August 12, 2014

Prepared for: Jim Deanovic

Contact:
tel: 952-xxx-xxxx

Prepared by: Sathre-Bergquist, Inc.
150 Broadway Ave. S.
Wayzata, MN 55391
Contact: David Pemberton
tel: 952-476-6000

LOT	GROSS AREA		WETLAND AREA	NET AREA	
1	10,229 s.f.	0.23 acres	0 s.f.	10,229 s.f.	0.23 acres
2	10,541 s.f.	0.24 acres	0 s.f.	10,541 s.f.	0.24 acres
3	10,835 s.f.	0.25 acres	0 s.f.	10,835 s.f.	0.25 acres
4	9,926 s.f.	0.23 acres	0 s.f.	9,926 s.f.	0.23 acres
5	9,677 s.f.	0.22 acres	0 s.f.	9,677 s.f.	0.22 acres
6	11,104 s.f.	0.25 acres	0 s.f.	11,104 s.f.	0.25 acres
7	10,987 s.f.	0.25 acres	0 s.f.	10,987 s.f.	0.25 acres
8	12,466 s.f.	0.29 acres	0 s.f.	12,466 s.f.	0.29 acres
9	10,559 s.f.	0.24 acres	0 s.f.	10,559 s.f.	0.24 acres
10	12,099 s.f.	0.28 acres	0 s.f.	12,099 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	10,829 s.f.	0.25 acres	0 s.f.	10,829 s.f.	0.25 acres
15	13,007 s.f.	0.30 acres	0 s.f.	13,007 s.f.	0.30 acres
16	18,854 s.f.	0.43 acres	0 s.f.	18,854 s.f.	0.43 acres
17	11,010 s.f.	0.25 acres	0 s.f.	11,040 s.f.	0.25 acres
18	11,876 s.f.	0.27 acres	0 s.f.	11,876 s.f.	0.27 acres
19	11,933 s.f.	0.27 acres	0 s.f.	11,933 s.f.	0.27 acres
20	11,725 s.f.	0.27 acres	0 s.f.	11,725 s.f.	0.27 acres
21	11,581 s.f.	0.27 acres	0 s.f.	11,581 s.f.	0.27 acres
22	18,500 s.f.	0.42 acres	0 s.f.	18,500 s.f.	0.42 acres
23	15,787 s.f.	0.36 acres	0 s.f.	15,787 s.f.	0.36 acres
24	10,993 s.f.	0.25 acres	0 s.f.	10,993 s.f.	0.25 acres
25	10,520 s.f.	0.24 acres	0 s.f.	10,520 s.f.	0.24 acres
26	10,431 s.f.	0.24 acres	0 s.f.	10,431 s.f.	0.24 acres
27	11,360 s.f.	0.26 acres	0 s.f.	11,360 s.f.	0.26 acres
28	11,033 s.f.	0.25 acres	0 s.f.	11,033 s.f.	0.25 acres
29	12,208 s.f.	0.28 acres	0 s.f.	12,308 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	10,154 s.f.	0.23 acres	0 s.f.	10,154 s.f.	0.23 acres
35	9,009 s.f.	0.21 acres	0 s.f.	9,009 s.f.	0.21 acres
36	10,912 s.f.	0.25 acres	0 s.f.	10,912 s.f.	0.25 acres
37	13,012 s.f.	0.30 acres	0 s.f.	13,012 s.f.	0.30 acres
38	14,894 s.f.	0.34 acres	0 s.f.	14,894 s.f.	0.34 acres
39	17,261 s.f.	0.40 acres	0 s.f.	17,261 s.f.	0.40 acres
40	12,572 s.f.	0.29 acres	0 s.f.	12,572 s.f.	0.29 acres
41	10,919 s.f.	0.25 acres	0 s.f.	10,919 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	9,550 s.f.	0.22 acres	0 s.f.	9,550 s.f.	0.22 acres
47	10,382 s.f.	0.24 acres	0 s.f.	10,382 s.f.	0.24 acres
48	10,622 s.f.	0.24 acres	0 s.f.	10,622 s.f.	0.24 acres
49	10,513 s.f.	0.24 acres	0 s.f.	10,513 s.f.	0.24 acres
50	10,132 s.f.	0.23 acres	0 s.f.	10,132 s.f.	0.23 acres
51	9,080 s.f.	0.21 acres	0 s.f.	9,080 s.f.	0.21 acres
52	9,292 s.f.	0.21 acres	0 s.f.	9,292 s.f.	0.21 acres
53	9,095 s.f.	0.21 acres	0 s.f.	9,095 s.f.	0.21 acres
54	10,924 s.f.	0.25 acres	0 s.f.	10,924 s.f.	0.25 acres
55	10,774 s.f.	0.25 acres	0 s.f.	10,774 s.f.	0.25 acres
56	11,432 s.f.	0.26 acres	0 s.f.	11,402 s.f.	0.26 acres
57	11,216 s.f.	0.26 acres	0 s.f.	11,216 s.f.	0.26 acres
58	11,022 s.f.	0.25 acres	0 s.f.	11,022 s.f.	0.25 acres
59	10,631 s.f.	0.24 acres	0 s.f.	10,631 s.f.	0.24 acres
60	10,072 s.f.	0.23 acres	0 s.f.	10,072 s.f.	0.23 acres
61	9,922 s.f.	0.23 acres	0 s.f.	9,922 s.f.	0.23 acres
62	9,161 s.f.	0.21 acres	0 s.f.	9,161 s.f.	0.21 acres
63	9,951 s.f.	0.23 acres	0 s.f.	9,951 s.f.	0.23 acres
64	9,534 s.f.	0.22 acres	0 s.f.	9,534 s.f.	0.22 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.	0.21 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	9,357 s.f.	0.21 acres	0 s.f.	9,357 s.f.	0.21 acres
72	9,399 s.f.	0.22 acres	0 s.f.	9,399 s.f.	0.22 acres
73	9,308 s.f.	0.21 acres	0 s.f.	9,308 s.f.	0.21 acres
74	9,066 s.f.	0.21 acres	0 s.f.	9,066 s.f.	0.21 acres
75	9,225 s.f.	0.21 acres	0 s.f.	9,225 s.f.	0.21 acres
76	10,790 s.f.	0.25 acres	0 s.f.	10,790 s.f.	0.25 acres
77	14,227 s.f.	0.33 acres	0 s.f.	14,227 s.f.	0.33 acres
78	13,428 s.f.	0.31 acres	0 s.f.	13,428 s.f.	0.31 acres
TOTAL	866,986 s.f.	19.90 acres	0 s.f.	866,986 s.f.	19.90 acres
OUTLOTS					
A	127,347 s.f.	2.92 acres	0 s.f.	127,347 s.f.	2.92 acres
B	9,281 s.f.	0.21 acres	0 s.f.	9,281 s.f.	0.21 acres
C	10,843 s.f.	0.25 acres	0 s.f.	10,813 s.f.	0.25 acres
D	452,630 s.f.	10.39 acres	0 s.f.	452,630 s.f.	10.39 acres
F	569,158 s.f.	13.07 acres	0 s.f.	569,158 s.f.	13.07 acres
F	39,710 s.f.	0.91 acres	0 s.f.	39,740 s.f.	0.91 acres
G	11,009 s.f.	0.25 acres	0 s.f.	11,009 s.f.	0.25 acres
H	3,671 s.f.	0.08 acres	0 s.f.	3,671 s.f.	0.08 acres
TOTAL	1,223,679 s.f.	28.09 acres	0 s.f.	1,223,679 s.f.	28.09 acres
R/W TOTAL	494,249 s.f.	11.35 acres	0 s.f.	494,249 s.f.	11.35 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 205.20 feet; thence South 43 minutes 17 seconds 36 seconds West 191.0 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 said centerline 331.13 feet; thence Southwesterly along said centerline on a tangential 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 said West line 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 33.26 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.

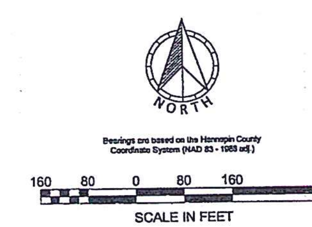
And

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 with 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/RIP-RAP	
SANITARY SEWER MANHOLE	
HYDRANT	
GATE VALVE	

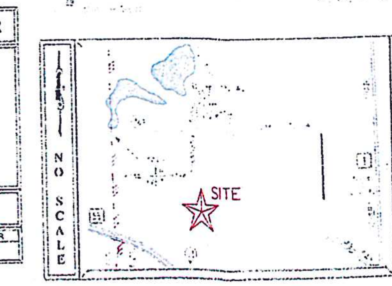
SURVEY LEGEND



PREPARED BY	PREPARED FOR
ENGINEER: SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391	DEVELOPER: Jim Deanovic

78 SINGLE FAMILY LOTS

SIZE	FRONT	SIDE	CORNER	REAR



FIELD CREW	NO.	BY	DATE	REVISIONS
ALL	01	JML	08-13-14	REVISED SITE LAYOUT
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.

Daniel L. Schmidt, PLS Minnesota License No. 26147
schmidt@sathre.com

ENGINEERS SURVEYORS DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.07
DAKOTA COUNTY

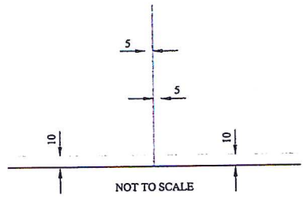
INVER GROVE HEIGHTS MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE VISTA

FILE NO. 1920-013

PP-1 / PP-

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.

NORTH

Bearings are based on the Hennepin County Coordinate System (NAD 83 - 1986 adj.)

60 30 0 30 60 120

SCALE IN FEET

10day-100Yr Snow 861.6

INFILTRATION BOT-858.0 HWL-863.3 10day-100Yr Snow 861.6

N89°44'33"E 1119.58

S00°29'50"E 2644.41

Outlot D 452,630 SQ. FT.

Outlot G 11,009 SQ. FT.

OL H 3,671 SQ. FT.

ROAD 1

ROAD 2

205.20 S16°57'07"W

191.00 S42°19'33"W

138.89 S67°11'16"W

S52°53'33"W 1865.61

S37°46'27" 209.01

Outlot F 39,740 SQ. FT.

OUTLOT F

Outlot E 569,158 SQ. FT.

FIELD FIT 10' TRAIL IN WOODS MAX GRADE 8%

POND 3
NWL 900
HWL 903.3
10day-100Yr Snow 901.6

INFILTRATION BOT-898.0 HWL-903.4 10day-100Yr Snow 901.6

TWP. 27 RGE. 22 W

SEC. 12

SEC. 7

FIELD CREW	NO.	BY	DATE	REVISIONS
ALL	01	JML	08-13-14	REVISED SITE LAYOUT
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.

Daniel L. Schmidt

Daniel L. Schmidt, PLS
schmidl@sathre.com

Minnesota License No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

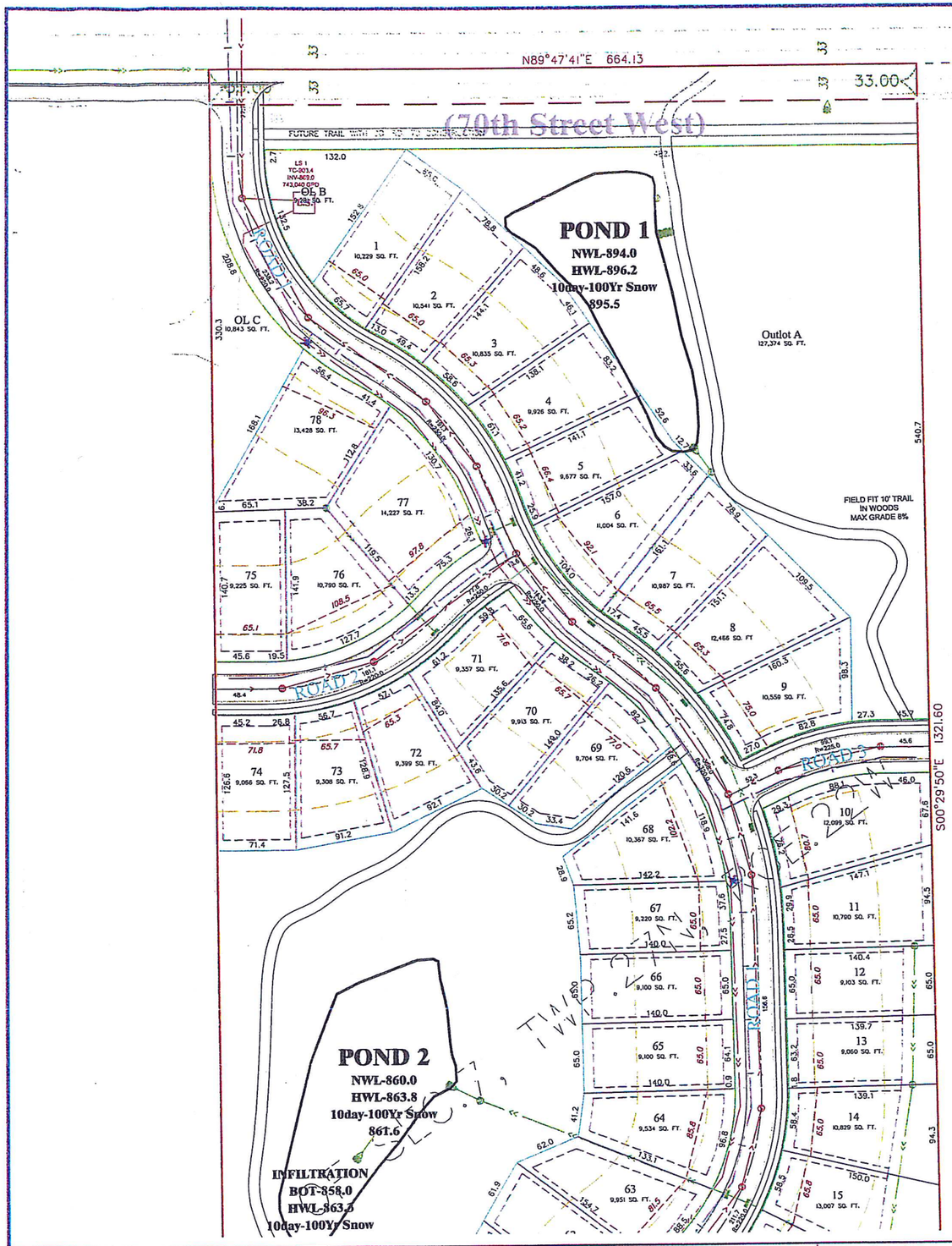
TWP.27 - RGE.22 - SEC.07
DAKOTA COUNTY

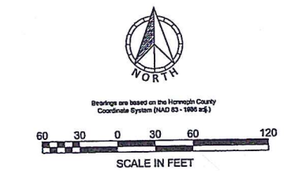
INVER GROVE HEIGHTS
MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE VISTA

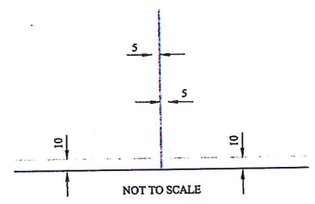
FILE NO. 1920-013

PP-2





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.

FIELD CREW	NO.	BY	DATE	REVISIONS
ALL	01	JML	08-13-14	REVISED SITE LAYOUT
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.

Daniel L. Schmidt

Daniel L. Schmidt, PLS
schmidt@sathre.com
Minnesota License No. 26147

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.07
DAKOTA COUNTY

INVER GROVE HEIGHTS
MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE VISTA

FILE NO.
1920-013
PP-3
PP-

BLACKSTONE VISTA

Inver Grove Heights, Minnesota

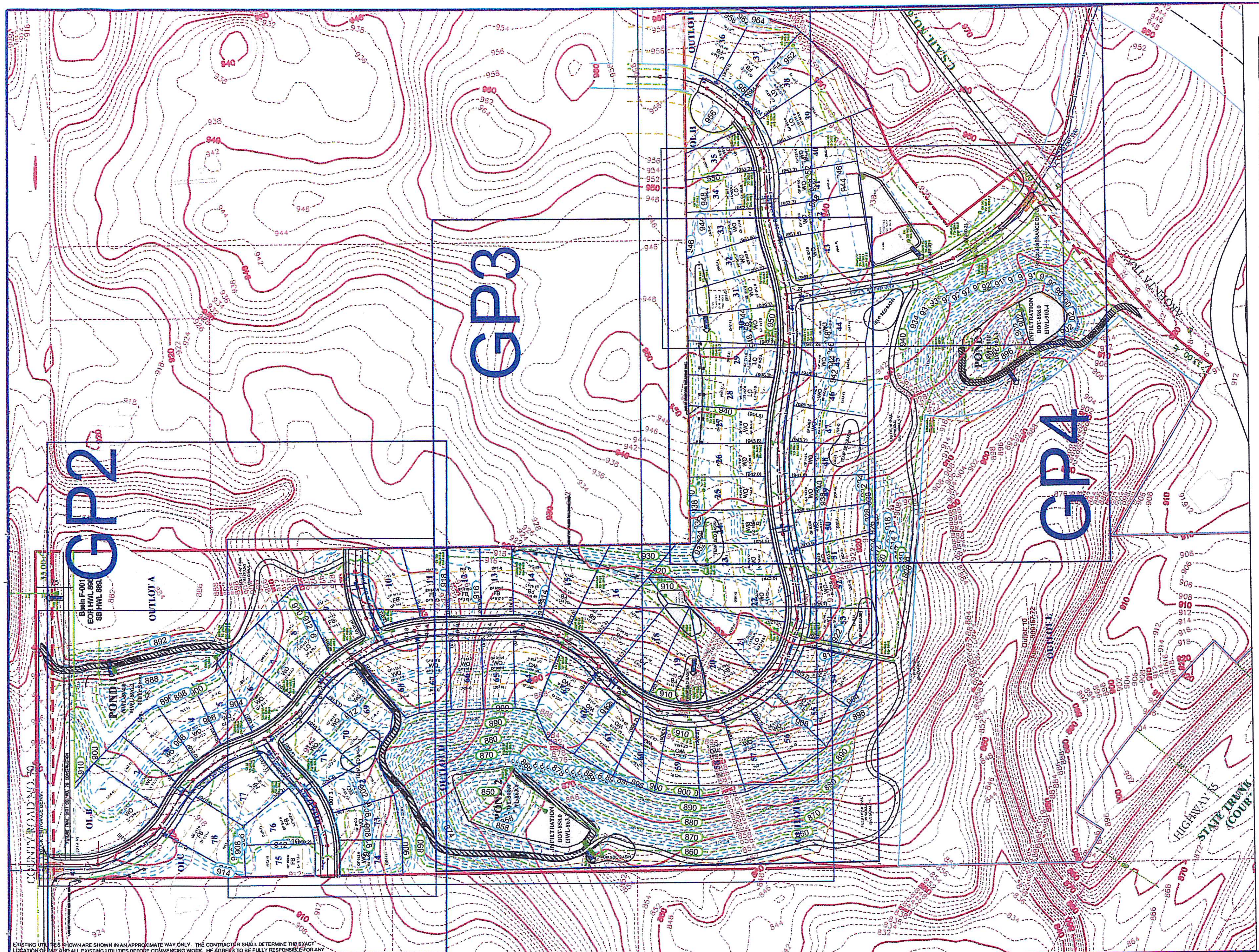
Project # 1920-013 **Date** August 12, 2014

Prepared for: Jim Deanovic

Contact:
tel:

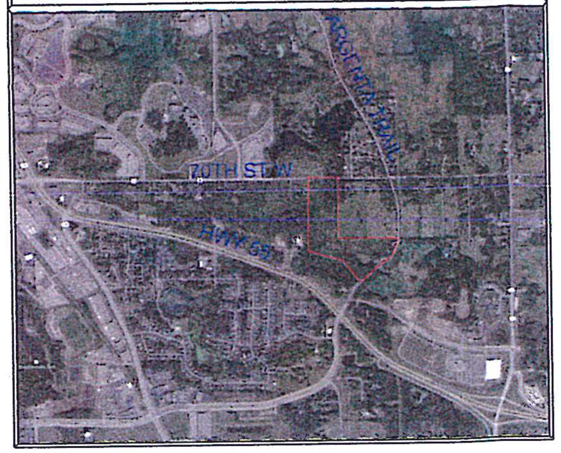
Prepared by: Sathre-Bergquist, Inc.
150 Broadway Ave. S.
Wayzata, MN 55391
Contact: David Pemberton
tel: 952-476-6000

LOT	GROSS AREA				WETLAND AREA				NET AREA			
1	10,229	s.f.	0.23	acres	0	s.f.	10,229	s.f.	0.23	acres
2	10,541	s.f.	0.24	acres	0	s.f.	10,541	s.f.	0.24	acres
3	10,835	s.f.	0.25	acres	0	s.f.	10,835	s.f.	0.25	acres
4	9,926	s.f.	0.23	acres	0	s.f.	9,926	s.f.	0.23	acres
5	9,677	s.f.	0.22	acres	0	s.f.	9,677	s.f.	0.22	acres
6	11,004	s.f.	0.25	acres	0	s.f.	11,004	s.f.	0.25	acres
7	10,987	s.f.	0.25	acres	0	s.f.	10,987	s.f.	0.25	acres
8	12,466	s.f.	0.29	acres	0	s.f.	12,466	s.f.	0.29	acres
9	10,559	s.f.	0.24	acres	0	s.f.	10,559	s.f.	0.24	acres
10	12,099	s.f.	0.28	acres	0	s.f.	12,099	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	10,829	s.f.	0.25	acres	0	s.f.	10,829	s.f.	0.25	acres
15	13,007	s.f.	0.30	acres	0	s.f.	13,007	s.f.	0.30	acres
16	18,854	s.f.	0.43	acres	0	s.f.	18,854	s.f.	0.43	acres
17	11,040	s.f.	0.25	acres	0	s.f.	11,040	s.f.	0.25	acres
18	11,876	s.f.	0.27	acres	0	s.f.	11,876	s.f.	0.27	acres
19	11,933	s.f.	0.27	acres	0	s.f.	11,933	s.f.	0.27	acres
20	11,725	s.f.	0.27	acres	0	s.f.	11,725	s.f.	0.27	acres
21	11,581	s.f.	0.27	acres	0	s.f.	11,581	s.f.	0.27	acres
22	18,500	s.f.	0.42	acres	0	s.f.	18,500	s.f.	0.42	acres
23	15,787	s.f.	0.36	acres	0	s.f.	15,787	s.f.	0.36	acres
24	10,993	s.f.	0.25	acres	0	s.f.	10,993	s.f.	0.25	acres
25	10,520	s.f.	0.24	acres	0	s.f.	10,520	s.f.	0.24	acres
26	10,431	s.f.	0.24	acres	0	s.f.	10,431	s.f.	0.24	acres
27	11,360	s.f.	0.26	acres	0	s.f.	11,360	s.f.	0.26	acres
28	11,033	s.f.	0.25	acres	0	s.f.	11,033	s.f.	0.25	acres
29	12,208	s.f.	0.28	acres	0	s.f.	12,208	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	10,154	s.f.	0.23	acres	0	s.f.	10,154	s.f.	0.23	acres
35	9,009	s.f.	0.21	acres	0	s.f.	9,009	s.f.	0.21	acres
36	10,912	s.f.	0.25	acres	0	s.f.	10,912	s.f.	0.25	acres
37	13,012	s.f.	0.30	acres	0	s.f.	13,012	s.f.	0.30	acres
38	14,894	s.f.	0.34	acres	0	s.f.	14,894	s.f.	0.34	acres
39	17,261	s.f.	0.40	acres	0	s.f.	17,261	s.f.	0.40	acres
40	12,572	s.f.	0.29	acres	0	s.f.	12,572	s.f.	0.29	acres
41	10,919	s.f.	0.25	acres	0	s.f.	10,919	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	9,550	s.f.	0.22	acres	0	s.f.	9,550	s.f.	0.22	acres
47	10,382	s.f.	0.24	acres	0	s.f.	10,382	s.f.	0.24	acres
48	10,622	s.f.	0.24	acres	0	s.f.	10,622	s.f.	0.24	acres
49	10,543	s.f.	0.24	acres	0	s.f.	10,543	s.f.	0.24	acres
50	10,132	s.f.	0.23	acres	0	s.f.	10,132	s.f.	0.23	acres
51	9,080	s.f.	0.21	acres	0	s.f.	9,080	s.f.	0.21	acres
52	9,292	s.f.	0.21	acres	0	s.f.	9,292	s.f.	0.21	acres
53	9,095	s.f.	0.21	acres	0	s.f.	9,095	s.f.	0.21	acres
54	10,924	s.f.	0.25	acres	0	s.f.	10,924	s.f.	0.25	acres
55	10,774	s.f.	0.25	acres	0	s.f.	10,774	s.f.	0.25	acres
56	11,402	s.f.	0.26	acres	0	s.f.	11,402	s.f.	0.26	acres
57	11,216	s.f.	0.26	acres	0	s.f.	11,216	s.f.	0.26	acres
58	11,022	s.f.	0.25	acres	0	s.f.	11,022	s.f.	0.25	acres
59	10,631	s.f.	0.24	acres	0	s.f.	10,631	s.f.	0.24	acres
60	10,072	s.f.	0.23	acres	0	s.f.	10,072	s.f.	0.23	acres
61	9,922	s.f.	0.23	acres	0	s.f.	9,922	s.f.	0.23	acres
62	9,161	s.f.	0.21	acres	0	s.f.	9,161	s.f.	0.21	acres
63	9,951	s.f.	0.23	acres	0	s.f.	9,951	s.f.	0.23	acres
64	9,534	s.f.	0.22	acres	0	s.f.	9,534	s.f.	0.22	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	9,357	s.f.	0.21	acres	0	s.f.	9,357	s.f.	0.21	acres
72	9,399	s.f.	0.22	acres	0	s.f.	9,399	s.f.	0.22	acres
73	9,308	s.f.	0.21	acres	0	s.f.	9,308	s.f.	0.21	acres
74	9,066	s.f.	0.21	acres	0	s.f.	9,066	s.f.	0.21	acres
75	9,225	s.f.	0.21	acres	0	s.f.	9,225	s.f.	0.21	acres
76	10,790	s.f.	0.25	acres	0	s.f.	10,790	s.f.	0.25	acres
77	14,227	s.f.	0.33	acres	0	s.f.	14,227	s.f.	0.33	acres
78	13,428	s.f.	0.31	acres	0	s.f.	13,428	s.f.	0.31	acres
TOTAL	866,986	s.f.	19.90	acres	0	s.f.	866,986	s.f.	19.90	acres
OUTLOTS										
A	127,347	s.f.	2.92	acres	0	s.f.	127,347	s.f.	2.92	acres
B	9,281	s.f.	0.21	acres	0	s.f.	9,281	s.f.	0.21	acres
C	10,843	s.f.	0.25	acres	0	s.f.	10,843	s.f.	0.25	acres
D	452,630	s.f.	10.39	acres	0	s.f.	452,630	s.f.	10.39	acres
E	569,158	s.f.	13.07	acres	0	s.f.	569,158	s.f.	13.07	acres
F	39,740	s.f.	0.91	acres	0	s.f.	39,740	s.f.	0.91	acres
G	11,009	s.f.	0.25	acres	0	s.f.	11,009	s.f.	0.25	acres
H	3,671	s.f.	0.08	acres	0	s.f.	3,671	s.f.	0.08	acres
TOTAL	1,223,679	s.f.	28.09	acres	0	s.f.	1,223,679	s.f.	28.09	acres
R/W										
TOTAL	494,249	s.f.	11.35	acres	0	s.f.	494,249	s.f.	11.35	acres
TOTAL	2,584,914	s.f.	59.34	acres	0	s.f.	2,584,914	s.f.	59.34	acres



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

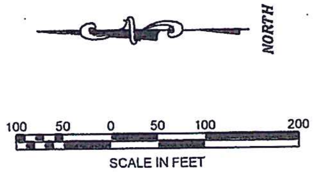
LOCATION MAP



PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT DANIEL L. SCHMIDT, P.E EMAIL: SCHMIDT@SATHRE.COM	DEVELOPER JIM DEANOVIC 5116 MIRROR LAKES DRIVE EDINA, MN 55436 CONTACT PHONE (612) 799-5399

SYMBOL LEGEND

EXISTING	DESCRIPTION	PROPOSED
	MINOR CONTOUR	972
	MAJOR CONTOUR	970
	LOT LINE	
	BUILDING SETBACK BOUNDARY	
	PARCEL BOUNDARY LINE	
	CURB AND GUTTER	
	RIGHT-OF-WAY	
	STANDARD SILT FENCE	
N/A	SILT FENCE BOX	
N/A	ORANGE CONSTRUCTION FENCE	
EOF	EMERGENCY OVERFLOW SWALE (EOF)	
	CATCH BASIN	
	STORM SEWER MANHOLE	D
	FLARED END SECTION	
	WATERMAIN LINE	
	SANITARY LINE	



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DLS	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	PRELIMINARY REVISIONS
CHECKED BY				
DLS				
DATE				
05/12/14				

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Daniel L. Schmidt
Name, P.E.
Date: 05/18/14 Lic. No. 26147

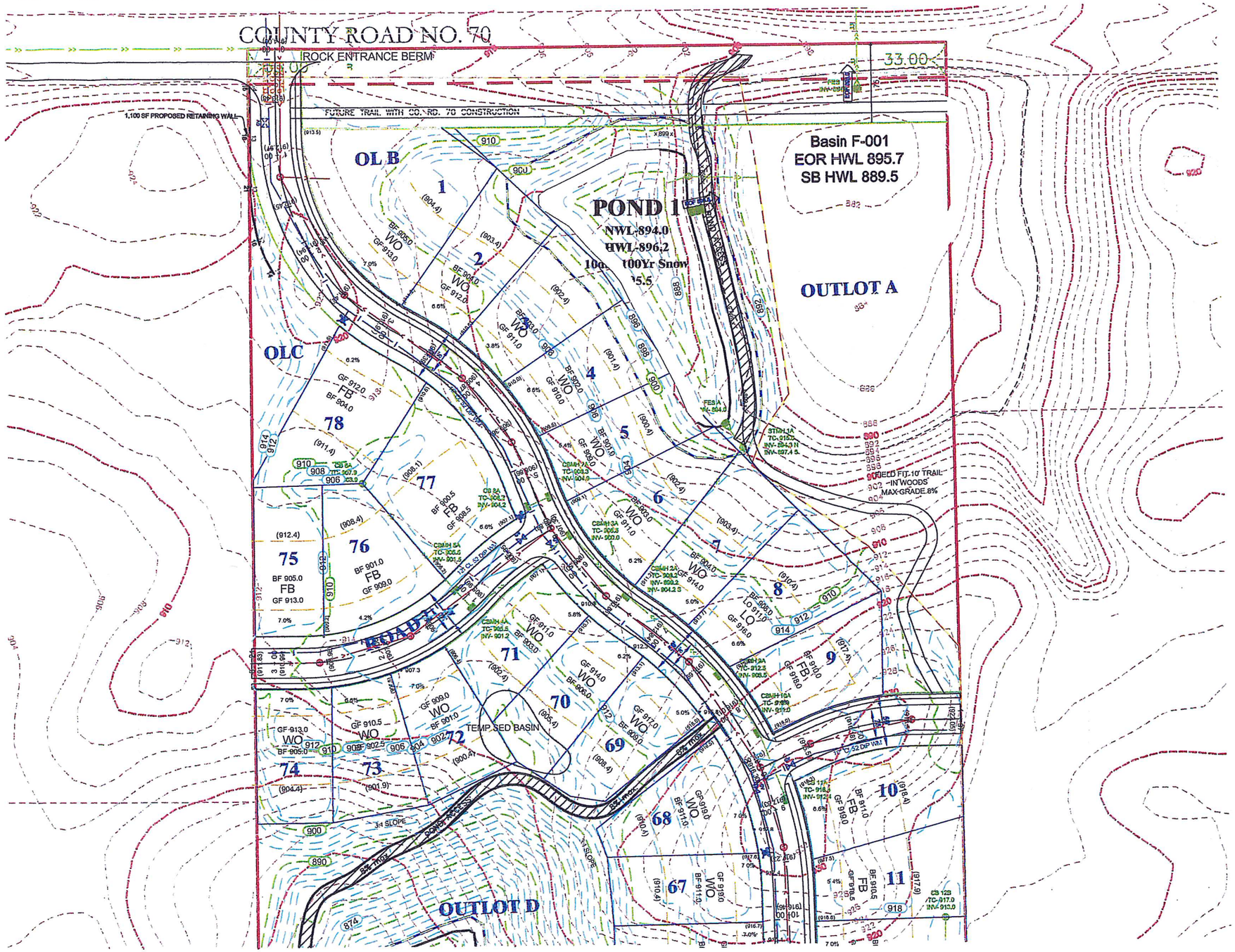
ENGINEERS SURVEYORS DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO.
1920-013

GP1 / GP6



NORTH

50 25 0 25 50 100
SCALE IN FEET

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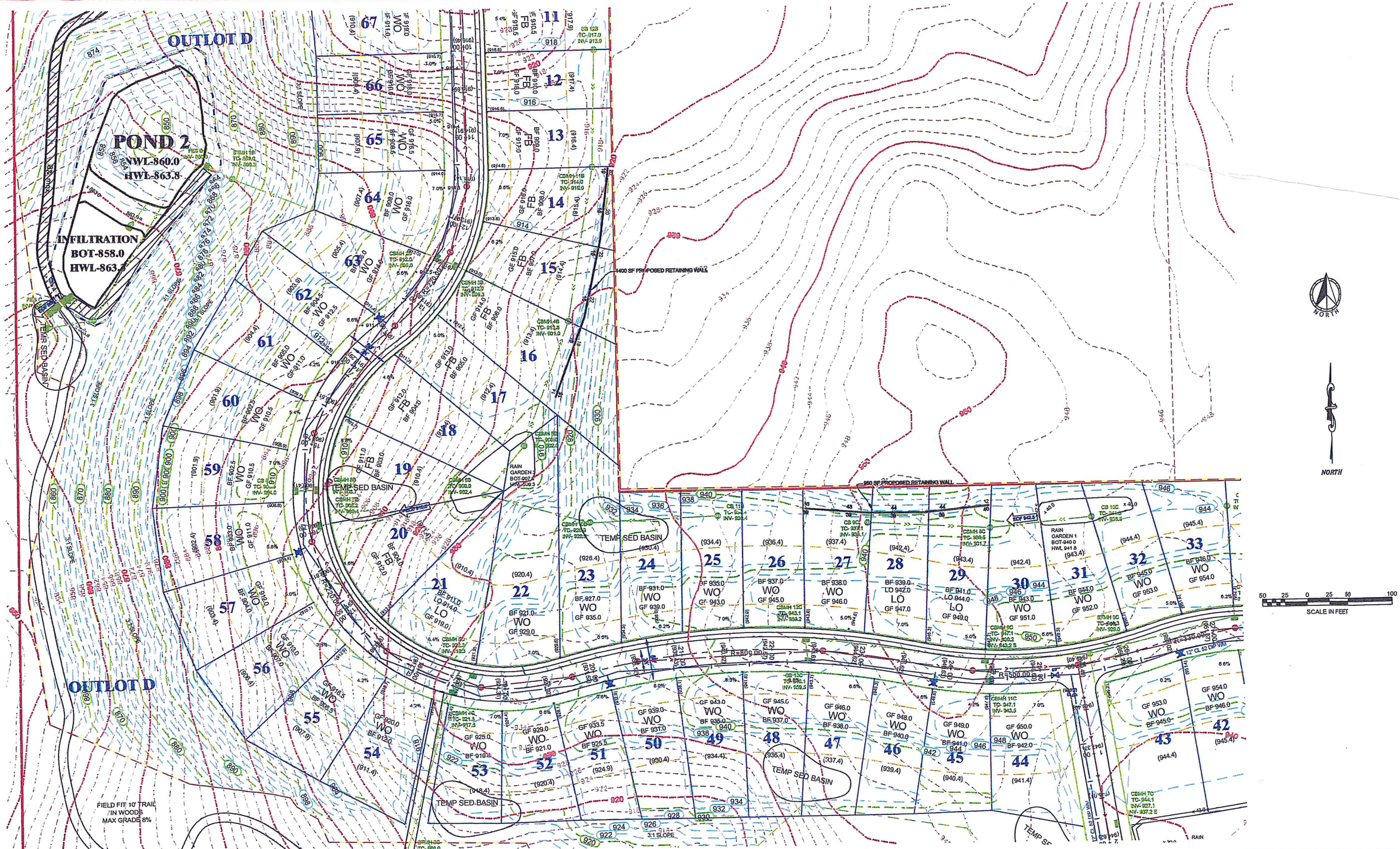
CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO.
1920-013
GP2 / GP6



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150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

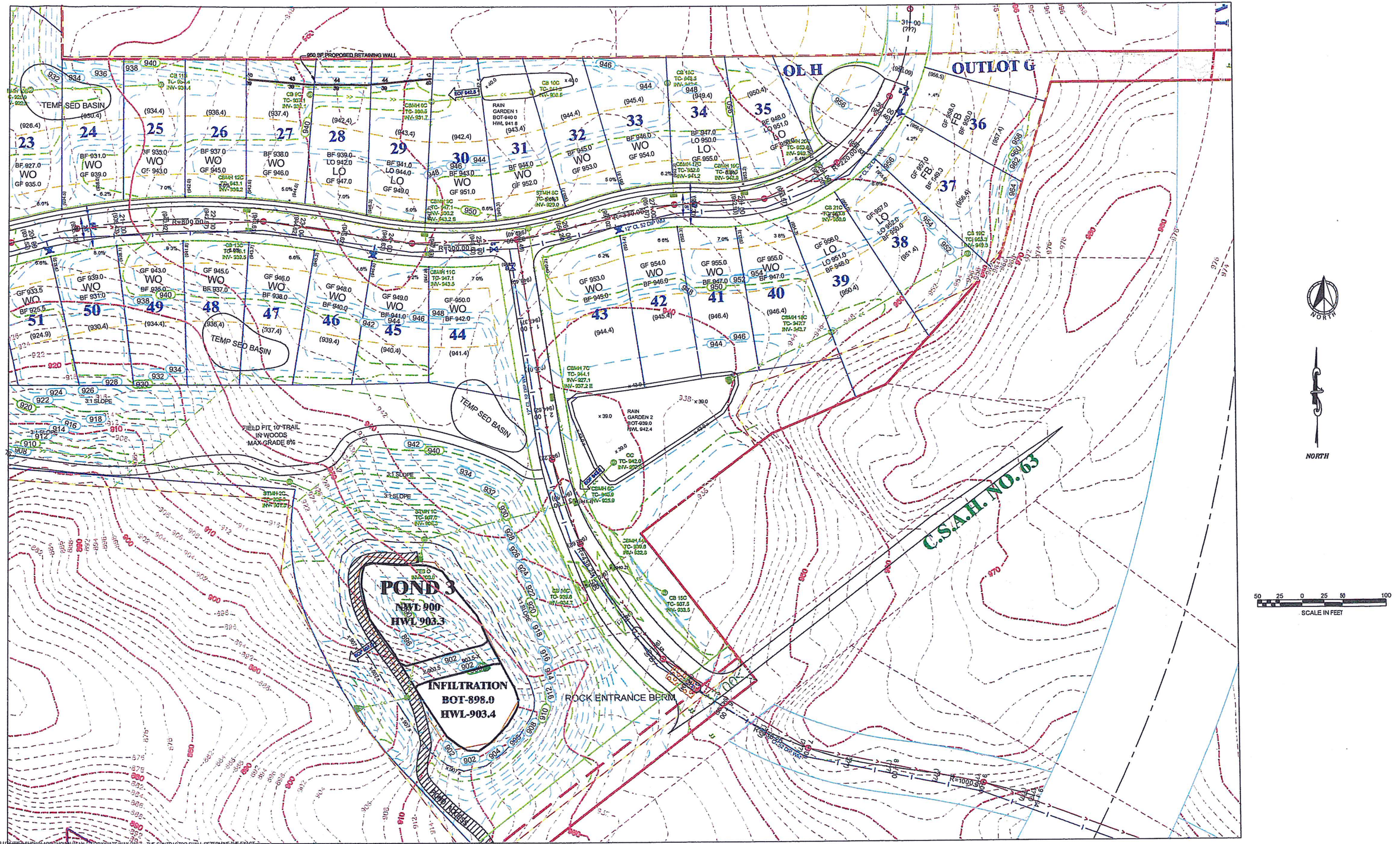
CITY PROJECT NO.
—

INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO.
1920-013

GP3 / GP6



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CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
BLACKSTONE VISTA
JIM DEANOVIC

FILE NO. 1920-013

GP4 / GP6

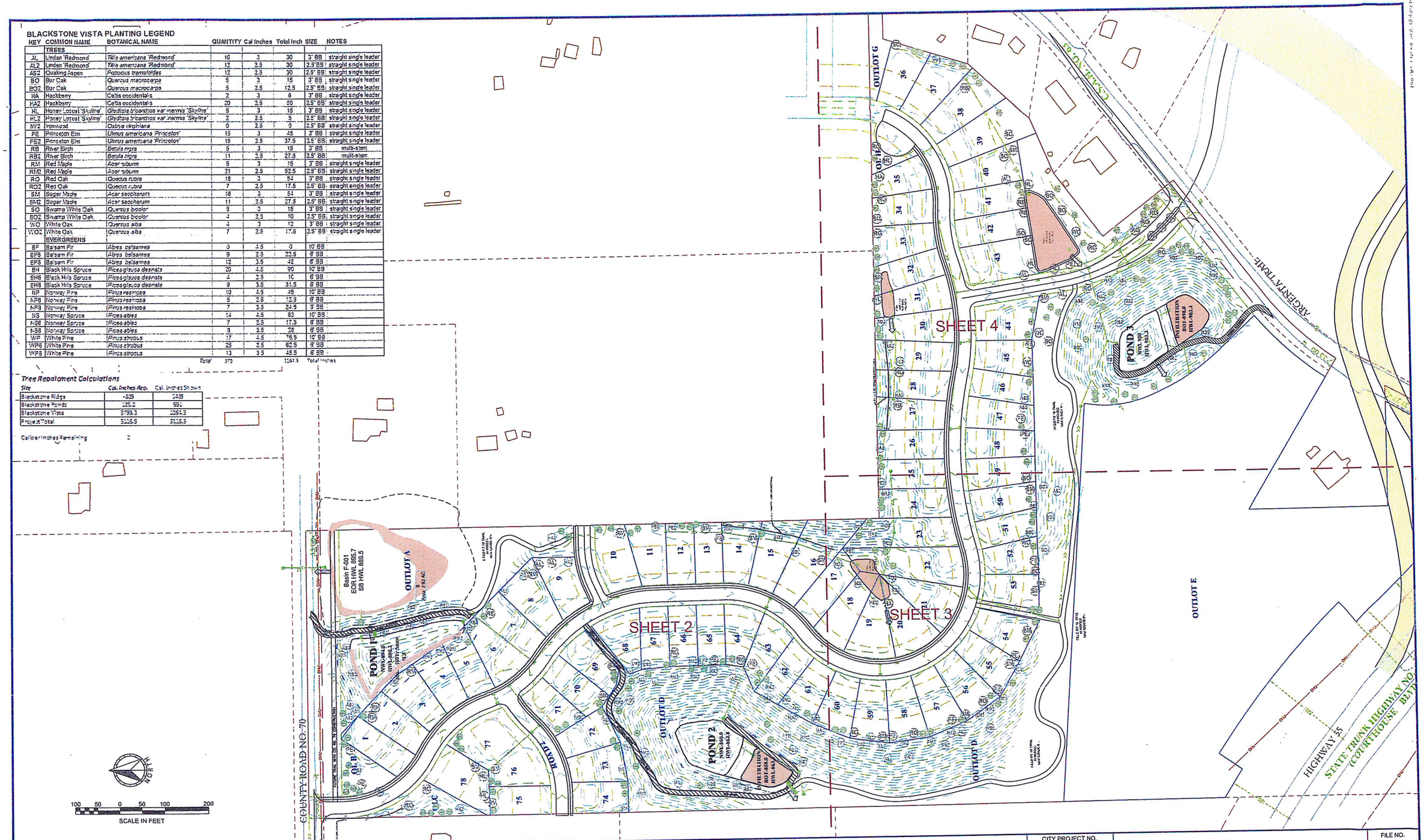
BLACKSTONE VISTA PLANTING LEGEND

KEY	COMMON NAME	BOTANICAL NAME	QUANTITY	Cal Inches	Total Inch	SIZE	NOTES
	TREES						
AL	Linden 'Redmond'	*Tilia americana 'Redmond'*	10	3	30	3" BB	straight single leader
AL2	Linden 'Redmond'	*Tilia americana 'Redmond'*	12	2.5	30	2.5" BB	straight single leader
AS2	Quaking Aspen	*Populous tremuloides*	12	2.5	30	2.5" BB	straight single leader
BO	Bur Oak	*Quercus mezrocarpa*	5	3	15	3" BB	straight single leader
BO2	Bur Oak	*Quercus macrocarpa*	5	2.5	12.5	2.5" BB	straight single leader
HA	Hackberry	*Celtis occidentalis*	2	3	6	3" BB	straight single leader
HA2	Hackberry	*Celtis occidentalis*	20	2.5	50	2.5" BB	straight single leader
HL	Honey Locust 'Skyline'	*Gleditsia triacanthos var inermis 'Skyline'*	5	3	15	3" BB	straight single leader
HL2	Honey Locust 'Skyline'	*Gleditsia triacanthos var inermis 'Skyline'*	2	2.5	5	2.5" BB	straight single leader
IW2	Ironwood	*Ostrya virginiana*	0	2.5	0	2.5" BB	straight single leader
PE	Princeton Elm	*Ulmus americana 'Princeton'*	15	3	45	3" BB	straight single leader
PE2	Princeton Elm	*Ulmus americana 'Princeton'*	15	2.5	37.5	2.5" BB	straight single leader
RB	River Birch	*Betula nigra*	5	3	15	3" BB	multi-stem
RB2	River Birch	*Betula nigra*	11	2.5	27.5	2.5" BB	multi-stem
RM	Red Maple	*Acer rubumn*	5	3	15	3" BB	straight single leader
RM2	Red Maple	*Acer rubumn*	21	2.5	52.5	2.5" BB	straight single leader
RO	Red Oak	*Quecus rubra*	18	3	54	3" BB	straight single leader
RO2	Red Oak	*Quecus rubra*	7	2.5	17.5	2.5" BB	straight single leader
SM	Sugar Maple	*Acer saccharum*	18	3	54	3" BB	straight single leader
SM2	Sugar Maple	*Acer saccharum*	11	2.5	27.5	2.5" BB	straight single leader
SO	Swamp White Oak	*Quercus bicolor*	5	3	15	3" BB	straight single leader
SO2	Swamp White Oak	*Quercus bicolor*	4	2.5	10	2.5" BB	straight single leader
WO	White Oak	*Quercus alba*	4	3	12	3" BB	straight single leader
WO2	White Oak	*Quercus alba*	7	2.5	17.5	2.5" BB	straight single leader
	EVERGREENS						
BF	Balsam Fir	*Abies balsamea*	0	3.5	0	10' BB	
BF8	Balsam Fir	*Abies balsamea*	9	2.5	22.5	6' BB	
BF5	Balsam Fir	*Abies balsamea*	12	3.5	42	6' BB	
BH	Black Hills Spruce	*Picea glauca dasmata*	20	4.5	90	10' BB	
BH6	Black Hills Spruce	*Picea glauca dasmata*	4	2.5	10	6' BB	
BH8	Black Hills Spruce	*Picea glauca dasmata*	9	3.5	31.5	6' BB	
NP	Norway Pine	*Pinus resinosa*	10	4.5	45	10' BB	
NP6	Norway Pine	*Pinus resinosa*	5	2.5	12.5	6' BB	
NP8	Norway Pine	*Pinus resinosa*	7	3.5	24.5	6' BB	
NS	Norway Spruce	*Picea abies*	14	4.5	63	10' BB	
NS6	Norway Spruce	*Picea abies*	7	2.5	17.5	6' BB	
NS8	Norway Spruce	*Picea abies*	8	3.5	28	6' BB	
WP	White Pine	*Pinus strobus*	17	4.5	76.5	10' BB	
WP6	White Pine	*Pinus strobus*	25	2.5	62.5	6' BB	
WP8	White Pine	*Pinus strobus*	13	3.5	45.5	6' BB	
		Total	375		1161.5	Total Inches	

Tree Repalcement Calculations

Site	Cal. Inches Req.	Cal. Inch's Shown
Blackstone Ridge	435	1443
Blackstone Ponds	135.5	551
Blackstone Vista	1799.3	1641.5
Project Total	2335.5	3635.5

Caliper Inches Remaining 0



DESIGNER	NO.	BY	DATE	REVISIONS
	1	NM	5-20-14	Reduction in Trees
DRAWN BY	2	TW	8-14-14	Update base and calculations
CHECKED BY				
DATE				

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Norby & Associates
Landscape Architects, Inc.
100 East Second Street Chaska, MN 55318 (952) 361-0644

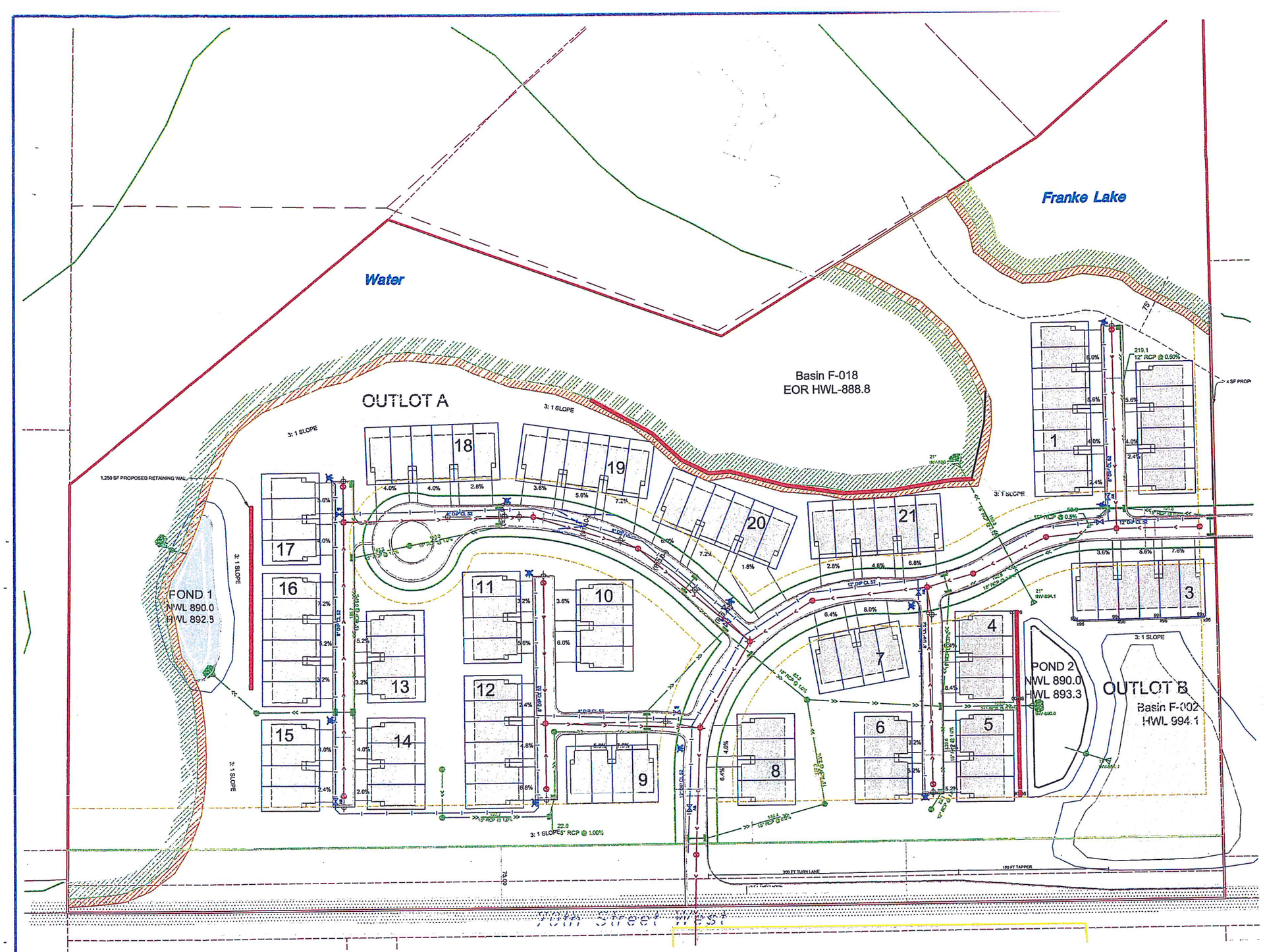
CITY PROJECT NO.

INNER GROVE HEIGHTS, MINNESOTA

PLANTING PLAN

BLACKSTONE VISTA

FILE NO. TRP 1 / TRP 4



CONCEPT SKETCH DATA

LOT STANDARDS

MULTIFAMILY UNITS - DANCING WATERS UNITS
25' WIDE BY 52' DEEP

SETBACKS-
PRIVATE DRIVE - 22' FROM BACK OF CURB
PUBLIC STREET - 15' FROM ROW, 26' FROM BACK OF CURB

FRANKE LAKE - 75'

WETLANDS:
WETLAND BUFFER=DEPENDENT ON CLASS
BUFFER SETBACK 15'

PROPOSED ZONING: NORTHWEST AREA CORRIDOR - PUD

NOTES:

1. A WETLAND DELINEATION HAS NOT BEEN PREPARED FOR THIS PROPERTY. AN ACCURATE WETLAND DELINEATION COULD DRASTICALLY REDUCE THE NUMBER OF LOTS.

BLACKSTONE PONDS 1920-012

60 30 0 30 60 120
SCALE IN FEET

NORTH

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DLS				
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05/16/14				

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CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012
CS1
CS1

BLACKSTONE PONDS 1920-012

LEGEND:

- OPEN SPACE
- UNDISTURBED

Franke Lake

Water

Basin F-018
EOR HWL-888.8

OUTLOT A

3: 1 SLOPE

1,250 SF PROPOSED RETAINING WALL

4,213 LF SILT FENCE

WOOD FIBER BLANKET

POND 1
NWL 890.0
HWL 892.8

18 19 20 21 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

POND 2
WL 890.0
WL 893.3

OUTLOT B
Basin F-002
HWL 994.1

CONCRETE WASHOUT

4,213 LF SILT FENCE

300 FT TURN LANE

150 FT TAPPER

	Blackstone Ponds
	Low-Med
Gross Area	24.82
75' - 70th Street West	2.38
Wetland/Lake	5.61
Net Area	16.83
Required Min Density	50
ROW HOMES	104
	Total
Net Area	16.8
Required Dedication(20%)	3.4
Undisturbed Dedication (10%)	1.7
Provided Dedication	4.9
Provided Undisturbed	2.4

	Total Area	Open Space	Undisturbed
Outlot A	13.35	3.5	1.7
Outlot B	2.99	1.4	0.7
TOTAL	16.34	4.9	2.4

All values in Acres

60 30 0 30 60 120
SCALE IN FEET

NORTH

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CITY PROJECT NO.
—

INVER GROVE HEIGHTS, MINNESOTA

OPEN SPACE
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012
OS1
OS1

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 1463.1 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 28 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. 27037CIND1A dated 12-2-2011, Maps that are no longer printed have no special flood areas.

3) The land area: Gross is 1,080,999+/- 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 12-16-13 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 133402281 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	

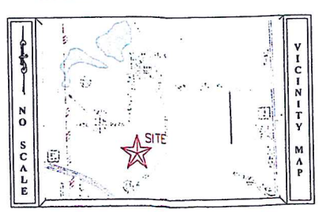
SURVEY LEGEND

- GUY WIRE
- IRON PIPE SET
- IRON PIPE FOUND
- POWER POLE
- GROUND ELEVATION
- SOIL BORING
- BITUMINOUS
- CONCRETE EDGE
- FENCE
- OVERHEAD ELECTRIC
- OVERHEAD UTILITY

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55331 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : Daniel L. Schmidt, P.E EMAIL: schmidt@sathre.com	DEVELOPER Jim Desnovic 5116 Minor Lotus Drive Edina, MN 55439 CONTACT: Jim Desnovic PHONE: 612-799-5399 EMAIL: jimdesnovic@me.com

104 MULTI FAMILY LOTS

LOT AREA	SIZE:	FRONT:	SIDE:	CORNER:	REAR:
1,725 SQ FT		25'			
2,070 SQ FT		30'			



FIELD CREW	NO.	BY	DATE	REVISIONS
CL	1	DBP	06/06/14	Lot revisions/Area/Pond/etc.
DRAWN BY	2	JML	08/13/14	Revised site layout
DBP				
CHECKED BY				
DBP				
DATE				
12-16-13				

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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.

Daniel L. Schmidt, PLS — Minnesota License No. 26147
schmidt@sathre.com

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

BLACKSTONE PONDS 1920-012

SYMBOL LEGEND

EXISTING	DESCRIPTION	PROPOSED
	MINOR CONTOUR	972
	MAJOR CONTOUR	970
	LOT LINE	
	BUILDING SETBACK BOUNDARY	
	PARCEL BOUNDARY LINE	
	CURB AND GUTTER	
	RIGHT-OF-WAY	
	STANDARD SILT FENCE	
N/A	SILT FENCE BOX	
N/A	ORANGE CONSTRUCTION FENCE	
EOF	EMERGENCY OVERFLOW SWALE (MAJ)	
	CATCH BASIN	
	STORM SEWER MANHOLE	
	FLARED END SECTION	
	WATERMAIN LINE	
	SANITARY LINE	

Franke Lake

Basin F-022
EOR LFE-893.2

Water

FIELD FIT 10' TRAIL IN WOODS MAX GRADE 8%

Basin F-018
EOR HWL-888.8
Basin F-018
EOR LFE-888.8

TEMP SED BASIN

OUTLOT A

3:1 SLOPE

1,250 SF PROPOSED RETAINING WALL

x SF PROPOSED RETAINING WALL

POND 1
NWL 890.0
HWL 892.3

POND 2
NWL 890.0
HWL 893.3

OUTLOT B
Basin F-002
HWL 994.1

Basin #2-TYPE S2
PIPE INV-894.1
100 YR-894.1
LFE-900.1

RAIN GARDEN 2
BOT-908
HWL 909.9

RAIN GARDEN 3
BOT-904
HWL 905.3

FUTURE TRAIL LOCATION TO BE DETERMINED BY OTHERS

100 FT TAPPER

300 FT TURN LANE

Pond Access

70th Street West

SCALE IN FEET: 50 25 0 25 50 100

NORTH

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SHANAHAN	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DSG	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	CITY REVISIONS
CHECKED BY				
DLS				
DATE				
05/16/14				

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

Daniel S. Schmidt

Name, P.E.
Date: 05/12/14 Lic. No. 26147

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
—

INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012

GP1 / GP2

BLACKSTONE PONDS PLANTING LEGEND

KEY	COMMON NAME	BOTANICAL NAME	QUANTITY	Cal Inches	Total Inch	SIZE	NOTES
	TREES						
AL	Linden 'Redmond'	*Tilia americana 'Redmond'*	18	3	54	3" BB	straight single leader
AL2	Linden 'Redmond'	*Tilia americana 'Redmond'*	5	2.5	12.5	2.5" BB	straight single leader
AS2	Quaking Aspen	*Populous tremuloides*	0	2.5	0	2.5" BB	straight single leader
HA	Hackberry	*Celtis occidentalis*	6	3	18	3" BB	straight single leader
HA2	Hackberry	*Celtis occidentalis*	6	2.5	15	2.5" BB	straight single leader
HL	Honey Locust 'Skyline'	*Gleditsia tricanthos var inermis 'Skyline'*	10	3	30	3" BB	straight single leader
HL2	Honey Locust 'Skyline'	*Gleditsia tricanthos var inermis 'Skyline'*	10	2.5	25	2.5" BB	straight single leader
PE	Princeton Elm	*Ulmus americana 'Princeton'*	17	3	51	3" BB	straight single leader
PE2	Princeton Elm	*Ulmus americana 'Princeton'*	6	2.5	15	2.5" BB	straight single leader
RB2	River Birch	*Betula nigra*	3	2.5	7.5	3" BB	multi-stem
RM	Red Maple	*Acer rubrum*	11	3	33	3" BB	straight single leader
RM2	Red Maple	*Acer rubrum*	8	2.5	15	2.5" BB	straight single leader
RO	Red Oak	*Quercus rubra*	20	3	60	3" BB	straight single leader
RO2	Red Oak	*Quercus rubra*	1	2.5	2.5	2.5" BB	straight single leader
SM	Sugar Maple	*Acer saccharum*	14	3	42	3" BB	straight single leader
SM2	Sugar Maple	*Acer saccharum*	1	2.5	2.5	2.5" BB	straight single leader
SO2	Swamp White Oak	*Quercus bicolor*	1	2.5	2.5	2.5" BB	straight single leader
WO	White Oak	*Quercus alba*	7	3	21	3" BB	straight single leader
WO2	White Oak	*Quercus alba*	1	2.5	2.5	2.5" BB	straight single leader
	EVERGREENS						
BF	Balsam Fir	*Abies balsamea*	0	4.5	0	10' BB	
BF5	Balsam Fir	*Abies balsamea*	0	2.5	0	6' BB	
BF6	Balsam Fir	*Abies balsamea*	0	3.5	0	8' BB	
BH	Black Hills Spruce	*Picea glauca dasnata*	7	4.5	31.5	10' BB	
BH5	Black Hills Spruce	*Picea glauca dasnata*	0	2.5	0	6' BB	
BH8	Black Hills Spruce	*Picea glauca dasnata*	5	3.5	17.5	8' BB	
NP	Norway Pine	*Pinus resinosa*	2	4.5	9	10' BB	
NP5	Norway Pine	*Pinus resinosa*	0	2.5	0	6' BB	
NP8	Norway Pine	*Pinus resinosa*	2	3.5	7	8' BB	
NS	Norway Spruce	*Picea abies*	8	4.5	36	10' BB	
NS6	Norway Spruce	*Picea abies*	0	2.5	0	6' BB	
NS8	Norway Spruce	*Picea abies*	0	3.5	0	8' BB	
WP	White Pine	*Pinus strobus*	9	4.5	37	10' BB	
WP6	White Pine	*Pinus strobus*	0	2.5	0	6' BB	
WP8	White Pine	*Pinus strobus*	1	3.5	14	8' BB	
		Total	177		551	Total Inches	

Tree Repalcment Calculations

Site	Cal. Inches Req.	Cal. Inches shown
Blackstone Ridge	365	549
Blackstone Ponds	1262	551
Blackstone Vista	2795.5	1364.5
Project Tota	3113.5	3113.5

Caliper Inches Remaining 0

Planting Requirment:
1 Tree per Unit
104 Units x 1 = 104 Trees @ 2.5" Min

1,250 SF PROPOSED RETAINING WALL

Basin #1-TYPE S2
NOF-893.0
100 YR-892.5
LFE-893.5

OUTLOT A

OUTLOT B

FIELD FIT 10' TRAIL IN WOODS MAX GRADE 8%

OUTLOT C

Basin #1-TYPE S2
NOF-904.0
100 YR-899.3
LFE-899.3

ROAD 1

ROAD 2

FUTURE TRAIL LOCATION TO BE DETERMINED BY OTHERS

NORTH

SCALE IN FEET 50 25 0 25 50 100

DESIGNER	NO.	BY	DATE	REVISIONS
	1	NM	6-20-14	Reduction in Trees
DRAWN BY	2	TW	8-13-14	Adjust trees per new base
CHECKED BY				
DATE				

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Norby & Associates
Landscape Architects, Inc.
100 East Second Street Chaska, MN 55318 (952) 361-0644

CITY PROJECT NO.

INNER GROVE HEIGHTS, MINNESOTA

PLANTING PLAN
BLACKSTONE PONDS

FILE NO. TRP 1

TRP 1

CONCEPT SKETCH DATA

LOT STANDARDS

65' SOUTH HALF/75' NORTH HALF WIDE SINGLE FAMILY (FLEXIBLE WIPUD)
MIN. FRONT YARD SETBACK = 25'
MIN SIDE YARD SETBACK=10', 5'
MIN. CORNER YARD SIDE SETBACK = 15'
MIN. REAR YARD SETBACK = 30'

WETLANDS:
WETLAND BUFFER =DEPENDENT ON CLASS
BUFFER SETBACK= DEPENDENT ON CLASS

EXISITING ZONING: A, Agricultural

COMPREHENSIVE PLAN: Low Density 1.5 to 5.9

PROPOSED ZONING: Residential PUD

100 50 0 50 100 200
SCALE IN FEET

FUTURE HIGHWAY RIGHT OF WAY

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO	BY	DATE	REVISIONS
BASE JEFFERS	01	DLS	07/07/2014	REVISE PLANS
DRAWN BY	01	DLS	07/07/2014	REVISE PLANS
CAW				
CHECKED BY				
DLS				
DATE				
06/06/14				

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Daniel L. Schmidt
Name, P.E.
Date: 06-09-2014 Lic. No. 26147

ENGINEERS SURVEYORS PLANNERS DESIGNERS
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

CITY PROJECT NO.
–
INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH
BLACKSTONE RIDGE
JIM DEANOVIC

FILE NO.
1920-006
SP1/SP1

	Blackstone Ridge
	Low-Med
Gross Area	60.25
75' - 70th Street West	1.16
Wetland/Lake	2.13
Net Area	56.96
Required Min Density	171
ROW HOMES	110
	Total
Net Area	57.0
Required Dedication(20%)	11.4
Undisturbed Dedication (10%)	5.7
Provided Dedication	14.8
Provided Undisturbed	6.4

	Total	Undisturbed
Outlot A	1.0	0.7
Outlot B	3.9	1.1
Outlot C	0.5	0.3
Outlot D	5.1	4.3
Outlot E	1.1	0.0
Outlot F*	2.2	0.0
Outlot G*	1.0	0.0
TOTAL	14.8	6.4

All values in Acres

*Area of Wetland Removed

LEGEND:

OPEN SPACE

UNDISTURBED

NORTH

100 50 0 50 100 200

SCALE IN FEET

FUTURE HIGHWAY RIGHT OF WAY

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DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE JEFFERS	01	DLS	07/07/2014	REVISE PLANS
DRAWN BY	02	DLS	08/13/2014	CITY REVISIONS
CAW				
CHECKED BY				
DLS				
DATE				
05/06/14				

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Daniel J. Schmidt

Name, P.E.

Date: 06-09-2014 Lic. No. 25147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

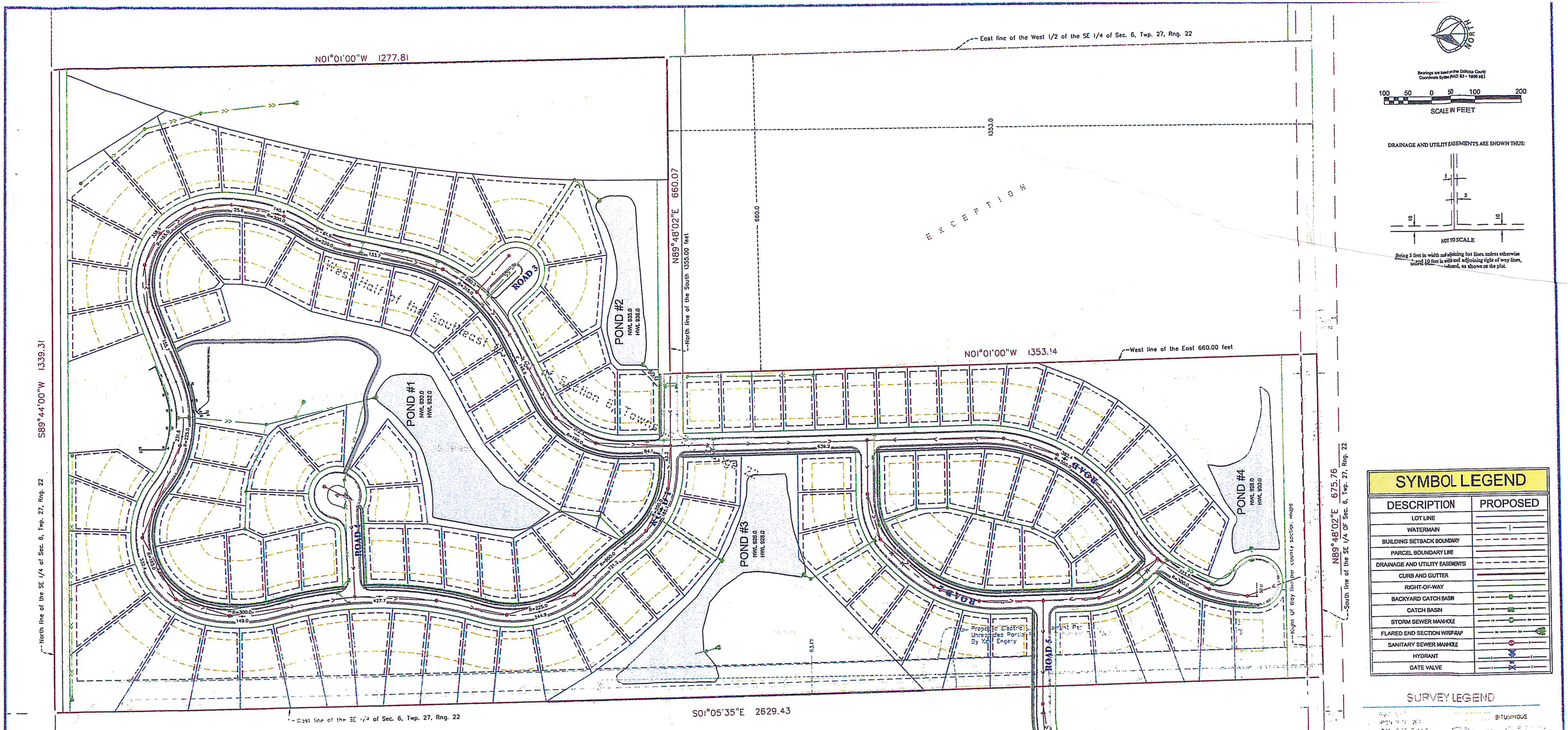
CITY PROJECT NO.
–

INVER GROVE HEIGHTS, MINNESOTA

OPEN SPACE
BLACKSTONE RIDGE
JIM DEANOVIC

FILE NO.
1920-006

OS1 / OS1



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
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT Daniel L. Schmidt, P.E. EMAIL: schmidt@sathre.com	DEVELOPER Jim Deanovic 5116 Mirror Lakes Drive Edina, MN 55436 CONTACT: Jim Deanovic PHONE: 612-799-5309 EMAIL: jimdeanovic@ms.com

102 SINGLE FAMILY LOTS

LOT AREA	SIZE	FRONT	SIDE	CORNER	REAR
[illegible] SQ. FT	[illegible] AT FRONT SETBACKS	[illegible]	[illegible]	15'	[illegible]
[illegible] SQ. FT	[illegible] AT FRONT SETBACKS	25'	[illegible]	15'	[illegible]

FIELD CREW	NO.	BY	DATE	REVISIONS
JA	01	JML	08-13-14	MINOR CURVE REVISIONS
DRAWN BY				
JML				
CHECKED BY				
DLS				
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 19th day of May, 2014.

Daniel L. Schmidt

Daniel L. Schmidt, Professional Land Surveyor
Minnesota License No. 26147

ENGINEERS · SURVEYORS · DESIGNERS · PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

TWP.27 - RGE.22 - SEC.06
DAKOTA COUNTY

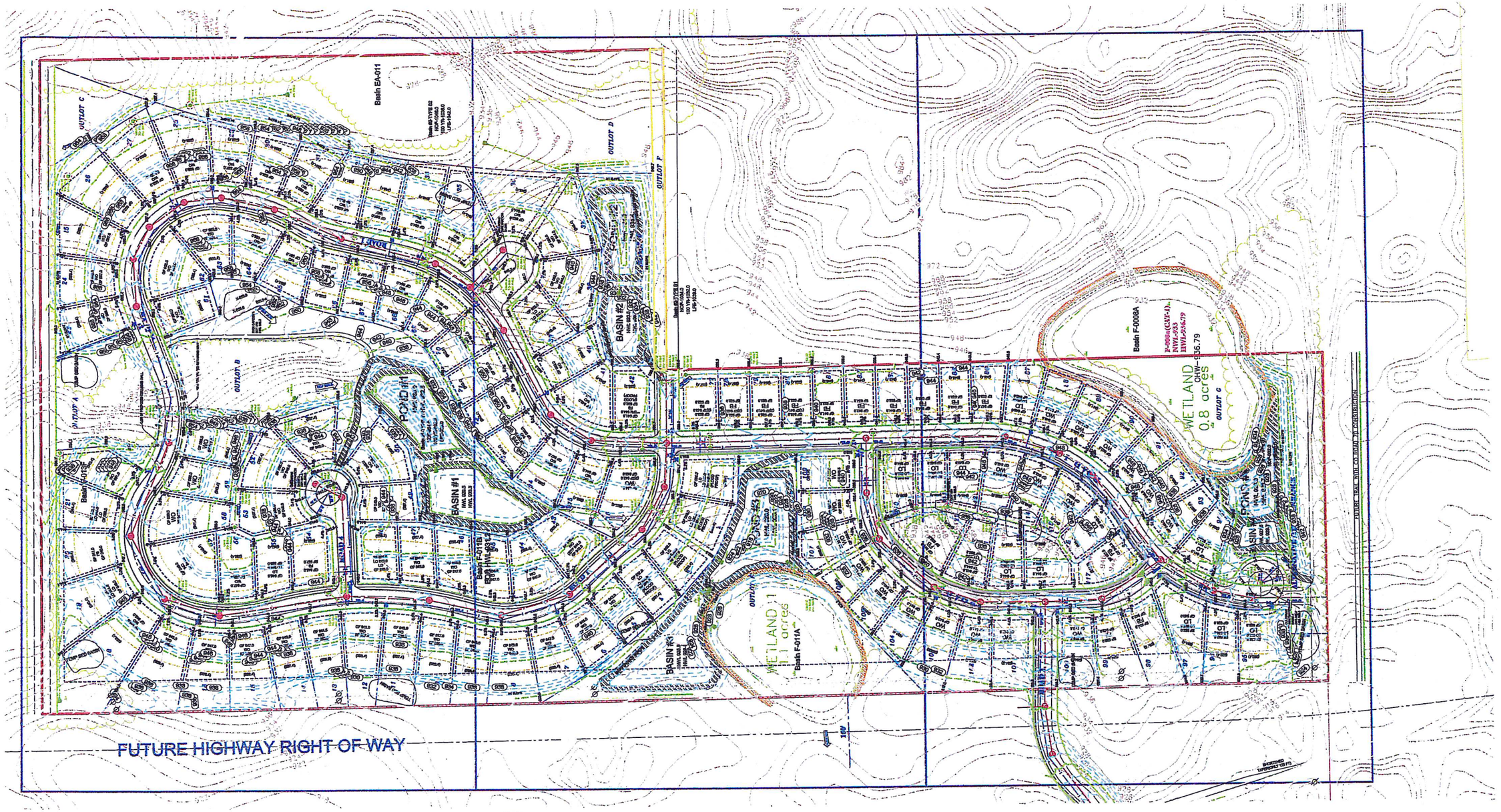
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PLAT OF BLACKSTONE RIDGE

FILE NO. 1920-006

PP-1 / PP-4

SHEET 2 SHEET 3 SHEET 4



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DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE JEFFERS	01	DLS	07/07/2014	REVISE PLANS
DRAWN BY	02	DLS	08/13/2014	CITY REVISIONS
CAW				
CHECKED BY				
DLS				
DATE				
06/06/14				

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Daniel L Schmidt

Name, P.E.

Date: 06-09-2014 Lic. No 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN

BLACKSTONE RIDGE

JIM DEANOVIC

FILE NO. 1920-006

GP1 / GP6

BLACKSTONE RIDGE PLANTING LEGEND

KEY	COMMON NAME	BOTANICAL NAME	QUANTITY	Cal Inches	Total Inch	SIZE	NOTES
	TREES						
AL	Linden 'Redmond'	*Tilia americana 'Redmond'*	10	3	30	3" BB	straight single leader
AL2	Linden 'Redmond'	*Tilia americana 'Redmond'*	4	2.5	10	2.5" BB	straight single leader
AS2	Quaking Aspen	*Populous tremuloides*	45	2.5	112.5	2.5" BB	straight single leader
HA	Hackberry	*Celtis occidentalis*	18	3	54	3" BB	straight single leader
HA2	Hackberry	*Celtis occidentalis*	11	2.5	27.5	2.5" BB	straight single leader
HL	Honey Locust 'Skyline'	*Gleditsia triacanthos var inermis 'Skyline'*	11	3	33	3" BB	straight single leader
HL2	Honey Locust 'Skyline'	*Gleditsia triacanthos var inermis 'Skyline'*	4	2.5	10	2.5" BB	straight single leader
IW2	Ironwood	*Ostrya virginiana*	0	2.5	0	2.5" BB	straight single leader
PE	Princeton Elm	*Ulmus americana 'Princeton'*	7	3	21	3" BB	straight single leader
PE2	Princeton Elm	*Ulmus americana 'Princeton'*	3	2.5	7.5	2.5" BB	straight single leader
RB	River Birch	*Betula nigra*	10	3	30	3" BB	multi-stem
RB2	River Birch	*Betula nigra*	9	2.5	22.5	2.5" BB	multi-stem
RM	Red Maple	*Acer rubrum*	15	3	45	3" BB	straight single leader
RM2	Red Maple	*Acer rubrum*	14	2.5	35	2.5" BB	straight single leader
RO	Red Oak	*Quercus rubra*	17	3	51	3" BB	straight single leader
RO2	Red Oak	*Quercus rubra*	14	2.5	35	2.5" BB	straight single leader
SM	Sugar Maple	*Acer saccharum*	13	3	39	3" BB	straight single leader
SM2	Sugar Maple	*Acer saccharum*	17	2.5	42.5	2.5" BB	straight single leader
SO	Swamp White Oak	*Quercus bicolor*	7	3	21	3" BB	straight single leader
SO2	Swamp White Oak	*Quercus bicolor*	7	2.5	17.5	2.5" BB	straight single leader
WO	White Oak	*Quercus alba*	9	3	27	3" BB	straight single leader
WO2	White Oak	*Quercus alba*	9	2.5	22.5	2.5" BB	straight single leader
	EVERGREENS						
BF	Balsam Fir	*Abies balsamea*	14	4.5	63	10' BB	
BF5	Balsam Fir	*Abies balsamea*	0	2.5	0	6' BB	
BF8	Balsam Fir	*Abies balsamea*	2	3.5	7	8' BB	
BH	Black Hills Spruce	*Picea glauca densata*	36	4.5	162	10' BB	
BH8	Black Hills Spruce	*Picea glauca densata*	9	2.5	22.5	8' BB	
BH8	Black Hills Spruce	*Picea glauca densata*	5	3.5	17.5	8' BB	
NP	Norway Pine	*Pinus resinosa*	36	4.5	162	10' BB	
NP8	Norway Pine	*Pinus resinosa*	4	2.5	10	8' BB	
NP8	Norway Pine	*Pinus resinosa*	4	3.5	14	8' BB	
NS	Norway Spruce	*Picea abies*	14	4.5	63	10' BB	
NS8	Norway Spruce	*Picea abies*	27	3.5	94.5	8' BB	
WP	White Pine	*Pinus strobus*	23	4.5	103.5	10' BB	
WP8	White Pine	*Pinus strobus*	9	3.5	31.5	8' BB	
		Total	435		1441	total inches	

Tree Repalcement Calculations

Site	Cal. Inches Req.	Cal. Inches Shown
Blackstone Ridge	3795	1441
Blackstone Ponds	191	551
Blackstone Vista	-805	1189
Project Total	3181	3181
Caliper Inches Remaining	0	

SHEET 2

SHEET 3

SHEET 4

FUTURE HIGHWAY RIGHT OF WAY

100 50 0 50 100 200
SCALE IN FEET

DESIGNER	NO.	BY	DATE	REVISIONS
	1	NM	6-20-14	Reduction in trees
DRAWN BY				
CHECKED BY				
DATE				

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Norby & Associates
Landscape Architects, Inc.
100 East Second Street Chaska, MN 55318 (952) 361-0644

CITY PROJECT NO.

INNER GROVE HEIGHTS, MINNESOTA

PLANTING PLAN

BLACKSTONE RIDGE

FILE NO.

TRP 1

TRP 4

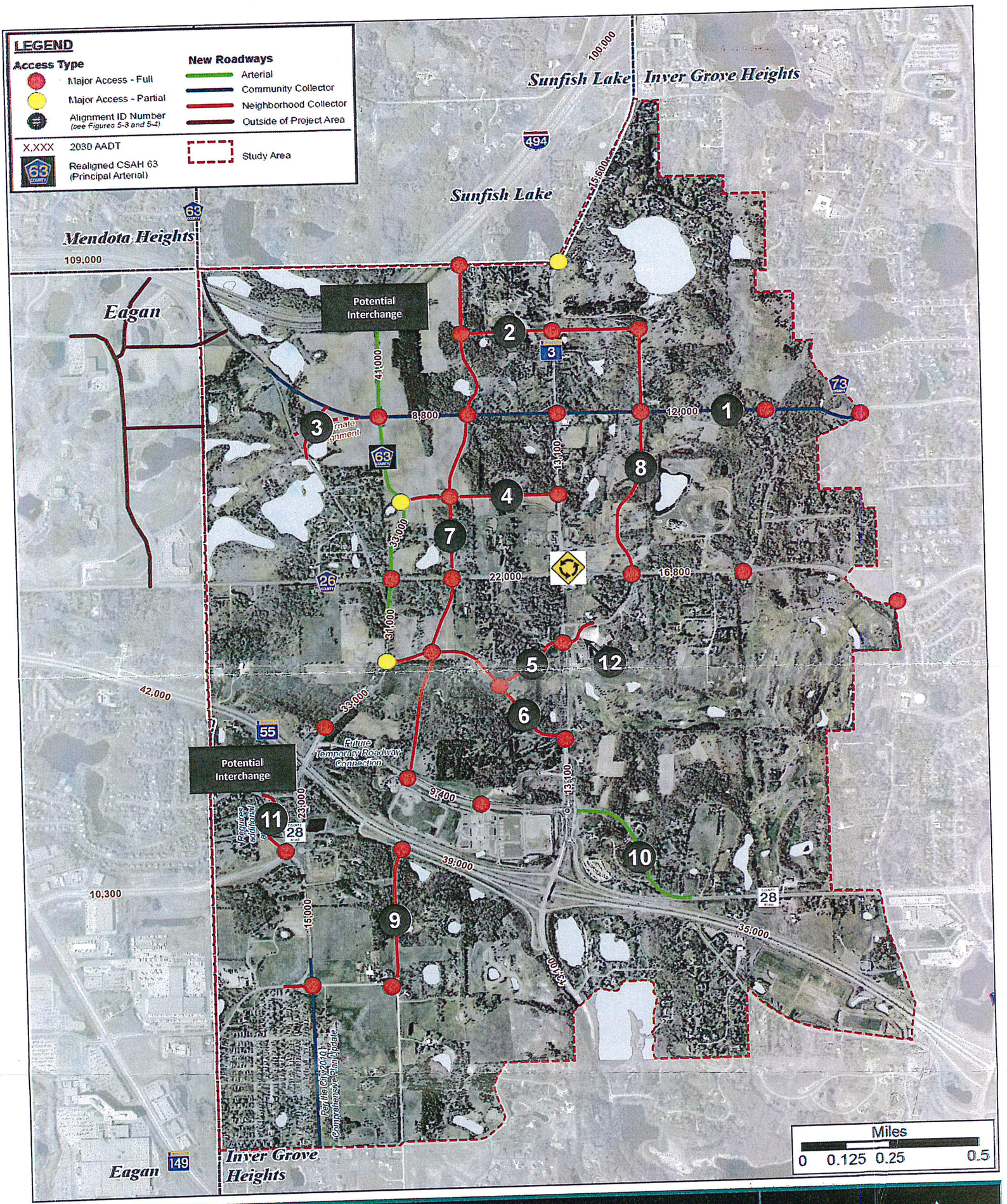


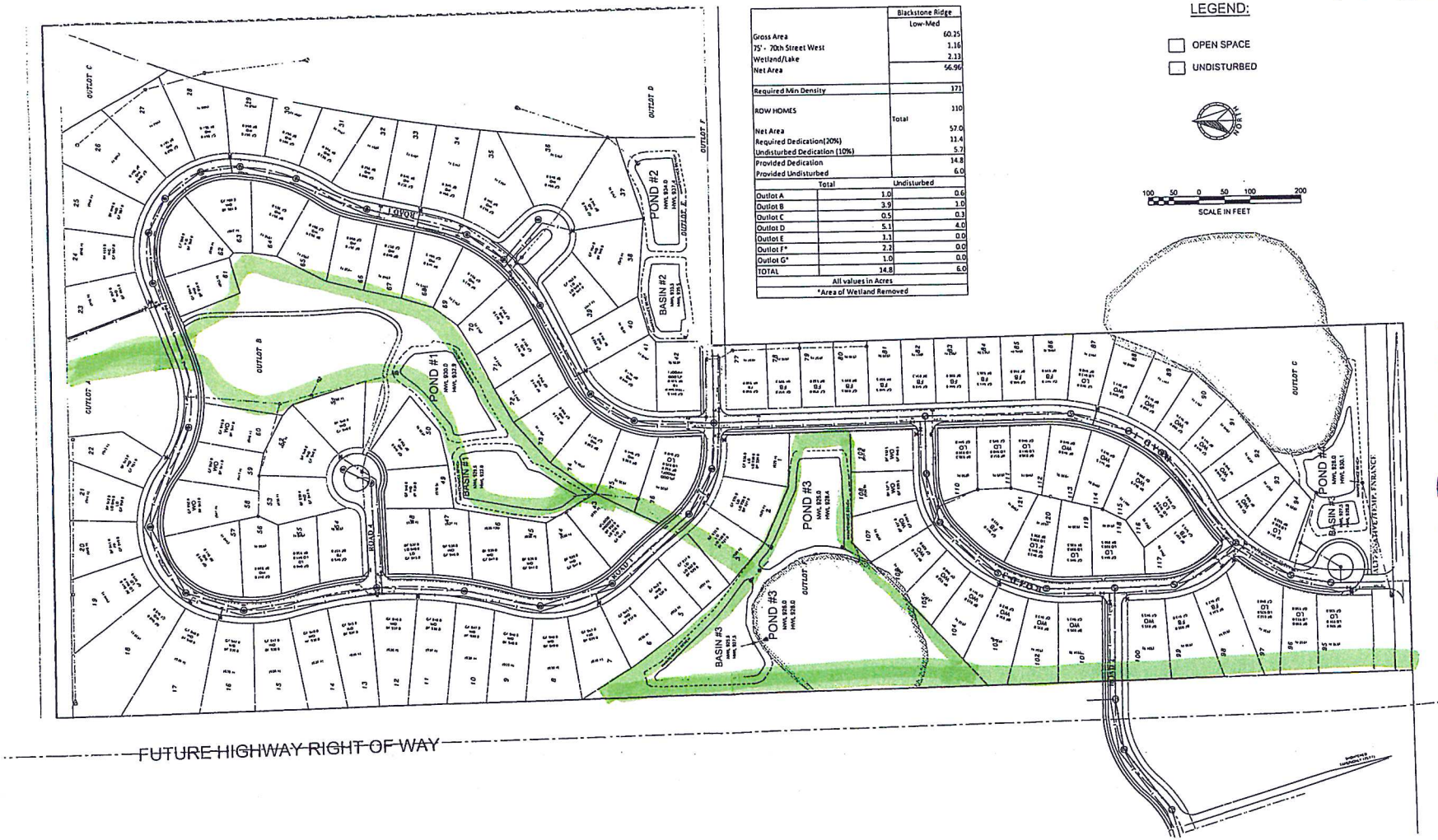
FIGURE 5-1. Recommended Collector Roadway System

NORTHWEST EXPANSION AREA COLLECTOR STREET SYSTEM STUDY

N

WSB & Associates, Inc.

1" = 200'



	Blackstone Ridge
	Low-Med
Gross Area	60.25
75' - 70th Street West	1.16
Wetland/Lake	2.13
Net Area	56.96
Required Min Density	171
ROW HOMES	110
	Total
Net Area	57.0
Required Dedication(20%)	11.4
Undisturbed Dedication (10%)	5.7
Provided Dedication	14.8
Provided Undisturbed	6.0

	Total	Undisturbed
Outlot A	1.0	0.6
Outlot B	3.9	1.0
Outlot C	0.5	0.3
Outlot D	5.1	4.0
Outlot E	1.1	0.0
Outlot F*	2.2	0.0
Outlot G*	1.0	0.0
TOTAL	14.8	6.0

All values in Acres
*Area of Wetland Removed

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE JEFFERS				
DRAWN BY				
CAW				
CHECKED BY				

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

Daniel J. Schmidt

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

OPEN SPACE
BLACKSTONE RIDGE
JIM DEANOVIC

MEMO FROM DIRECTOR OF PARKS & RECREATION

Blackstone Vista-Ponds-Ridge
NW Area Park & Trail Plan Comments
September 10, 2014

1. The developer has done a good job of incorporating the Dakota County Mendota/Lebanon Hills Regional Greenway, the following comment serve to enhance and improve the greenway which will be a desired amenity for residents of these subdivisions.
2. Vista - it is requested that the developer explore ways to have the trail exit out of Outlot D to the street at the intersection so it lines up with the trail that runs from the street to Outlot A. (Please see attached schematic diagram)
3. Vista/Ponds - the developer shall plan for a grade separated crossing of 70th St. and must identify the location on the plan to verify that there will be enough clearance of any underground utilities with respect to the tunnel structure and the roadway above. The actual construction of the grade separated crossing will be coordinated and funded by Dakota County as a part of the Mendota/Lebanon Greenway and likely will be constructed as a part of the reconstruction of 70th St.
4. Vista - the developer should plan to accommodate the greenway trail in Outlot D to be constructed alongside the roadway that connects to Argental Trail. (Please see attached schematic diagram)
5. The developer should plan to construct the greenway trail using specifications provided by Dakota County. The developer should grade the trail as a part of the development contract without compensation.
6. County will need to determine the best way to pay for the actual construction of the bituminous trail, possibilities include:
    a. Developer constructs as a part of development contract with City and City provides credit or pays developer. In this case the City and County would have a separate agreement whereby the County reimburses the City for the construction costs
    b. Once graded by the developer the County bids out construction of the trail and manages the construction project and pays the contactor(s) directly
7. Ponds - the developer will need to make accommodations for the greenway trail in the Ponds subdivision (Please see attached schematic diagram).
8. Sidewalks should be considered by the developer for all subdivisions. The construction of sidewalks should meet ADA standards for public sidewalks.
9. Ridges – the developer should make provisions for trails as shown on the attached schematic diagram constructed by the developer for the City.
10. When the developer constructs a trail for the City the developer should construct an 8' bituminous trail (6" of compacted class V and 3" of compacted bituminous). The construction of the trail should meet ADA standards for public trails. If a trail will also be used to access a storm water facility, the trail cross section should be increased as determined by the City Engineer.
11. The developer shall be required to pay a cash park dedication for the lots developed based on the rate established at the time of final plat. Current rates are as follows:

Blackstone Ridge	121 single family unites x $2,850	$344,850
Blackstone Vista	78 single family units x $2,850	$222,300
Blackstone Ponds	106 townhome units x $4,000	$424,000
Total		**$991,150**

12. The issue of tree preservation is a planning issue and not a PRAC issue. However, the Planning Commission and City Council should be encouraged to make sure the City's ordinance related to tree preservation is followed and if the developer isn't replacing trees on a caliper per caliper inch as outlined that they are required to provide the necessary cash payment that would be deposited in the Tree Fund and used in public parks and open spaces. No Ash trees of any kind should be permitted to be a part of the landscape plan.

NW AREA PARKS & TRAIL PLAN COMMENTS

MAP EXHIBIT

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kalduński, P.E., City Engineer TJK

DATE: September 12, 2014

SUBJECT: Engineering Review and Conditions of Approval for Blackstone Development

The City has received a PUD application for Blackstone Development. This application includes three separate and distinct areas known as:

1. Blackstone Vista
2. Blackstone Ponds
3. Blackstone Ridge

The PUD submittal was prepared by Sathre-Berquist on behalf of Mr. Jim Deanovic. This memo outlines the Engineering reviews and proposed conditions of approval for the development.

As part of this review, the City has utilized several of its engineering consultants as follows:

1. Emmons and Olivier Resources (EOR) – Northwest Area Water Resources
2. Kimley-Horn & Associates (K/H) – Overall development review
3. Bolton & Menk (B & M) – Northwest Area Argenta District Trunk Sanitary Sewer and Water Facilities

The consultants have provided review letters dated July 28, 2014, August 29, 2014 and September 12, 2014 that shall be incorporated into the conditions of approval for this development. It must be noted that the Water Resources Plan review for Blackstone Ponds has not been completed to date. All items outlined in EOR's review of this area shall be a condition of approval.

It must be noted that the Water Resources Plan for Blackstone Ridge has not been completed. A cursory review was done by EOR which indicates this area does not meet the NWA storm water manual. All comments received by our water resources consultant shall be incorporated into the project as a condition of any approval of Blackstone Ridges.

The City Engineering staff has also provided some input on the development review. City review letters dated May 30, 2014 and June 25, 2014 shall be incorporated as a condition of approval.

- All general conditions noted previously shall apply to this plat.
- The developer shall recognize that Dakota County has approved a short-term access on the existing Argenta Trail. A condition of this approval will allow the County to modify this access for Blackstone Vista based upon the results and recommendation that results from City Project No. 2014-11 – Argenta Trail/TH 55 Intersection study.

General Conditions (applicable to all areas of Blackstone Development)

- Mn/DOT has jurisdiction on TH 55. The developer shall meet all applicable Mn/DOT conditions.
- Dakota County has jurisdiction of adjacent County highways CSAH 63 (Argenta Trail) and CSAH 26 (70th Street). The developer shall meet all applicable conditions of the County. They are summarized in the attached letter dated July 25, 2014.
- Access to County highways shall be in accordance with County permits.
- Right-of-way requested by the County shall be dedicated on the plat.
- Dakota County is conducting a study of the realignment of Argenta Trail from Yankee Doodle Road to TH 55 to a point 600 feet north of T.H. 55. This study will be completed in approximately six months. This development shall be required to meet all conditions of the highway study. Note the Planning documents indicate the need for a six-lane County road.
- The City has completed its "2012 Northwest Area Collector Street Plan" and the development shall comply with the requirements of this document.
- The City has an ordinance which establishes specific codes for the Northwest Area. All terms of this Code shall be met with this development.
- The City has completed a Northwest Area basin map, dated May 9, 2014 which must be complied with.
- The City's 2006 stormwater manual for the NWA shall be complied with.
- The City's 2008 Water Resources Management Plan shall be followed where applicable.
- The City's 2006 water system model and updates shall be complied with. Note that this development includes areas that may experience water pressures exceeding 80 psi which will require pressure reducing valves in some structures. Some areas may experience water pressures less than 40 psi which will require pressure boosting systems in some structures.
- The development must comply with the trunk sanitary sewer and water main systems as outlined in the 2014 feasibility study for City Project No. 2014-13, prepared by B & M. A trunk sanitary sewer lift station and site dedication is required. The trunk watermain must be completed to effectively serve this development.
- The development will be subject to an escrow deposit for sealcoating all new pavements within 3-4 years after final wear course is constructed. The City Engineer will provide an estimate for this fee.
- The development will be responsible for installing streetlights, as approved by the City. The developer shall be responsible for electricity charges for the first two years on each plat. The landowner will assume payment of electricity charges through a fee established by the City for street lighting after the original time period.
- The developer shall be responsible for providing a Letter of Credit (surety) in an amount established by the City Engineer. The development will provide a two-year warranty on all improvements. The warranty period begins after the City accepts the improvements as completed.

- The developer shall dedicate all right-of-way (requested by the City and other agencies such as Dakota County and the MN Department of Transportation) needed to construct all infrastructure improvements. Easements shall also be provided as requested by the City. Outlots requested by the City will also be provided by the developer.
- The developer shall enter into storm water facility maintenance agreements for each plat. This agreement will require the developer and/or homeowners association to operate and maintain all stormwater facilities. In the event operations and maintenance is not done per the Northwest Area Ordinances, the City will have the ability to perform the operations and maintenance activities and bill or assess the property owners. This SWFMA shall waive the owner's rights to appeal these assessments.
- The developer will be responsible for installing the private utilities such as gas, phone, electricity, cable TV, etc. The developer will cover all costs related to private utilities.
- The developer or homeowner's association shall be responsible for all private improvements as identified in the development contract.
- The City Engineer shall approve all construction plans after appropriate review and modification to meet City standards. All construction plans must be approved by the City before construction begins.
- City authorized personnel will install signs designating "protected areas" such as conservation easements and wetlands on posts installed by the developer. These signs will be installed at the developer's cost. They are intended to identify areas that should not be disturbed.
- City authorized personnel will install all traffic signs and pavement markings in accordance with the MMUTCD at the developer's expense.
- All comments in the City Engineer's memo to the Planner dated May 30, 2014 shall apply to this development (attached).
- All comments received from Kimley-Horn (City consultant) in memos dated September 10 and 29, 2014 shall be incorporated into the development approval (attached).
- All comments received from EOR (City consultant) in memos dated July 28, 2014 and September 12, 2014 shall be incorporated into the development approval (attached).
- All water resources improvements and stormwater facilities shall be based upon the hydrologic model prepared for the City by EOR
- The development approval shall require the applicant to secure all necessary permits for the project
- Approval for the final plans and construction plans shall not be complete until all items on the stormwater review checklist are provided to the City review (see June 2014 checklist attached).
- All wetland impacts and storm water storage volume impacts shall be mitigated as a condition of approval.

- All erosion control shall be a condition of approval and the developer shall be responsible for all costs associated with erosion control.
- The developer shall provide asbuilt plans for the development in accordance with City standards.
- All improvement inspections shall be provided by the City at the developers' expense as a condition of approval.
- The developer shall indemnity the City as outlined in the Development Agreement as a condition of approval.
- The developer must provide earthwork quantities of cut/fill to the City Engineer as a condition of approval. All project sitework should balance the earthwork.
- The proposer shall provide an estimate for any material being delivered to the site or hauled off site. The City Engineer will designate approved haul routes as a condition of project approval.
- The developer shall identify all retaining walls on the projects and secure permits to build the walls early in the site grading as a condition of project approval.
- The developer shall provide for Emergency Overflow.
- Routes of stormwater runoff with an alignment and 100-year design as approved by the Ctiy Engineer as a condition of project approval.
- The street sections shall meet or exceed City standards. The minimum local street shall meet the following condition.
- Four inch bituminous on 6" class five aggregate base on 24-inch select granular subbase with draintiles and geotextile fabric to separate sand from existing soils in the subbase.
- Site triangle restrictions use easement as requested by the Public Works Department shall be a condition of approval.

TJK/kf
Attachments

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer

DATE: May 30, 2014

SUBJECT: Preliminary PUD Submittal by Deanovic

I have reviewed the application received by the City on May 19, 2014 as given to the Engineering Division on May 22, 2014. This submittal was prepared by Sather Berquist on behalf of the developer, Jim Deanovic. It is comprised of three parcels in the Northwest Area (NWA).

Information needed for Preliminary PUD

1. A hydrologic analysis that meets the NWA standards is needed.

2. I have attached a stormwater review checklist indicating items needed in the preliminary and pre-development stage. Most items on this list have not been provided. A review of HWL shown indicates they do not meet the City NWA requirements as illustrated on the NWA basin map.

3. Some lowest floor elevations do not meet required separation from HWL. Some high water levels shown on plans to not meet HWL indicated on EOR – NWA basin map. This has lead to some lowest floor elevations below HWL, City minimum requires 2 foot separation. Some areas of NWA require 5 feet or 10 feet separation – see attached. Submit plan that provides adequate separation.

4. Impervious surface percentages should be calculated and submitted for review.

5. All stormwater management and design shall be submitted and meet the NWA standards. See Section H attached. NWA standards are more restrictive than a typical 100-year 6" rainfall. Volume control and reductions are required in the NWA storm plan for the 5-year event.

6. City Code 9-5 identifies conditions to note in the stormwater management plan, such as:
   (a) Hydrologic study of the 2 year, 10 year, 100 year events including the 10 day, 100 year snow melt
   (b) Submit all calculations and Hydro CAD stormwater models
   (c) Calculations indicate infiltration standards will be met (rates may vary from first ½ inch to first 1 inch to 2 year flow (2.6") depending on land use and zoning)

   Wetland mitigation or pond storage volume mitigation plan needed for regional basins:
   (a) F011
   (b) F013
   (c) F002
   (d) F011

7. Maintenance bench will be required around ponds with 3:1 slopes as shown on the plans.

8. Access routes and roads are required for all BMPs, basins, wetlands and lakes. Outlets shall be designed to collect floatables from stormwater facilities. Show EOF on all stormwater facilities and drainage ways.

9. Temporary sedimentation facilities will be required to protect the existing lakes, wetlands and infiltration basins. Show these locations on the E.C. plans.

10. Submittals for ground water protection are required. Pre-treatment before infiltration basins. Pre-treatment basins shall be shown for all existing basins shown on NWA basin map, and wetlands and DNR especially in Blackstone Ponds. Submit infiltration study on basins along with soils information and boring logs on PUD and utility alignments.

11. Sidewalk plans should be submitted.

12. Submit information to ensure compliance with City's NWA collector street study. Traffic impacts and projections must be submitted.

13. All streets designated as collectors or arterials shall be designed per City Standards (10.135-7). Identify all ROW widths and easements on the project.

14. Cul-de-sac shall meet City standards and include water quality features in the middle.

15. The full access point to Argenta Trail is at the top of the hill in the City study. Provide profiles to allow review of sight distances and access point. Submit infiltration study on basins along with soils information and boring logs on PUD and utility alignments.

17. A right in/right out is shown at proposed access point to Argenta Trail in the City NWA Collector study. Must meet County requirements for this access.

18. Access to County Road/70th Street must meet County requirements. Access to Argenta Trail must meet County requirements.

17. Label and annotate elevations on all contour maps. Which County contours are being used? The 2013 LIDAR contours should be used for accuracy.

19. A licensed professional engineer needs to sign all plans being submitted.

20. Lift station at OLB on 70th Street does not meet NWA study prepared by Bolten & Menk. Invert 869 is high because L.S. location shifted west along T.H. 5

21. Blackstone Ridge does not meet NWA collector street study requirements. Submit information to ensure compliance at:
    (a) N-S 6 lane road on west
    (b) 65th Street construction on the north with local access
    (c) Access to east from PUD
    (d) Access to west from PUD (2 possible sites)

22. A lighting plan should be submitted

23. Submit plan with legends to assist in review shown on proposed building pads.

24. City Code requires 4:1 slopes on grading plans unless approved by City Engineer. Show steep slopes that do not meet code for review.

25. A sign plan submittal is required.

Information needed for Final PUD Approval

1. Stormwater facility maintenance agreements (SWFMA) will be required on all facilities.

2. Submit stormwater operation and maintenance plans on all storm facilities.

3. Submit a construction cost estimate to assist City Engineer in setting surety amount.

4. Submit all permits secured for project from agencies such as:
   (a) MPCA/MCES
   (b) DNR
   (c) Dakota County
   (d) MnDOT
   (e) Other agencies as required
   (f) MDH

5. Plan and profile sheets shall be submitted for all streets, sewer and watermain utilities. All trail plans shall have profiles meeting ADA requirements.

6. Sewer trunk does not meet 12" at 0.5% for capacity. Grades must meet B & M design and capacity. Submit info to ensure compliance.

7. Utility plans are not consistent with NWA study by B & M; resubmit separate water, storm and sanitary sewer plans
   - sanitary sewer to 65th Street and to east of PUD
   - water main on 65th Street and to 62nd Street
   - Casings are required under County roads (existing and planned)

8. Plans for extending private utilities should be submitted

9. A building permit may be required for retaining walls. Submit top and bottom wall elevations; provide drainage swale at top of all walls.

10. Escrows will be needed for City consultants. Engineering review for:
    (a) Stormwater $ TBD
    (b) Grading, erosion control, drainage, utilities, streets $ TBD

    Plus City Engineering staff time at $2000/unit.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

DATE: June 25, 2014

SUBJECT: Preliminary PUD Re-submittal by Deanovic for Blackstone Ponds, Blackstone Ridge, Blackstone Vistas

A preliminary review of the PUD application with additional information received on June 13, 2014 and received by the Engineering Division on June 18, 2014 has been conducted. This submittal was prepared by Sathre-Bergquist, Inc. on behalf of the developer. The developer was informed by a May 30, 2014 memo from the Engineering Division of information required to complete the preliminary PUD application. The current submittal appears to be a traditional subdivision design that is not a low impact design (LID) that follows the NWA standards.

This memo is intended to inform all parties that the preliminary PUD application is still incomplete as outlined in the following:

1. A copy of a redlined review of the May 30, 2014 memo indicates that 18 items on the memo are still required for the application.

2. Once the application is completed, the City will need an engineering escrow for our water resources consultant, EOR, to conduct the review as summarized in the following:

(a)	Blackstone Ponds	$28,000 to $35,000
(b)	Blackstone Vista	$26,000 to $31,000
(c)	Blackstone Ridge	$35,000 to $43,000

Est. water resource consultant budget $89,000 to $109,000

The City will also need escrow for the City Attorney and staff time to complete the review. This amount is to be determined once the complete application is received. The City is also reviewing if a consultant will be needed to assist in the overall design review process.

3. The stormwater management report for these developments, prepared by Sathre-Bergquist, Inc. dated June 9, 2014 does not meet the NWA standards. Design criteria on regional basins including the 10-day, 100-year snow melt have not been incorporated into the plan. Main items to be submitted include:

   (a) Hydraulic analysis with the 10-day, 100-year snow melt criteria
   (b) Provide a map of all subwatersheds
   (c) Indicate how off-site drainage is managed

(d) Submittal of the Best Management Practices (BMPs) in the water treatment train is required. The use of NURP ponds meeting the Walker Model criteria and infiltration bench do not meet the NWA standards by themselves
(e) Provide map of the regional basins on the project as outlined in EOR model using the modeled HWL. This footprint of the HWL is to be protected to ensure the current infiltration capacities are not adversely impacted
(f) A map showing all BMPs and infiltration areas required to infiltrate/treat the 5-year runoff is required. Approximately 2.63 inches of runoff must be infiltrated to meet the NWA standards
(g) Identify all pretreatment BMPs planned before discharge into the regional basins and wetlands in the EOR model
(h) Design calculations will be needed in the final design before approval

4. Soils information and boring logs are needed

5. Submit the calculations and mapping of planned impervious areas

6. All EOFs needed to be shown in a manner that is easily read. Show areas and the EOF elevation. A map showing inundation at all EOFs shall be submitted

7. A wetland report shall be provided

8. The current plans indicate up to 21 lots that have lowest floor elevations (LFE) below the HWL modeled in the EOR regional basin map. This is not meeting City standards.

9. Three buildings in Blackstone Ponds are shown within the HWL footprint that is to be protected. These units may need further review before being approved

I would suggest that the developer's engineer meet with the City Engineer to go over these comments to assist in the completion of the application. A copy of some redline plans will also be provided to the developer's engineer.

TJK/kf

cc: Scott D. Thureen, Public Works Director
Brett Emmons, EOR
Dan Schmidt, Sathre-Bergquist, Inc.
Steve Dodge, Asst. City Engineer

Dakota County Surveyor's Office
Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

July 25, 2014

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

Re: **BLACKSTONE VISTA**

The Dakota County Plat Commission met on July 14, 2014, to consider the concept plan of the above referenced plat. The plat is adjacent to CSAH 63, and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The concept plan includes residential development located in three areas: 1) single family homes from the west side of Argenta Trail (CSAH 63) north of TH 55 to the south side of 70th Street (CSAH 26) west of CSAH 63; 2) multifamily homes along the north side of CSAH 26 west of CSAH 63; and 3) single family homes along the north side of CSAH 26 and the east side of future CSAH 63. The first phase of the development is planned to begin in the first area described above due to the location of the sanitary sewer line that will be extended from the existing stub east of CSAH 63. The long term full-movement access in this area identified in the Regional Roadway System Visioning Study (RRSVS) and the City's Collector Street Plan is located approximately 2000 feet north of TH 55. The City and County are also beginning a design study for CSAH 63 that could include a realignment of CSAH 63 in the area. This study includes a public process to develop and assess possible alignments for CSAH 63 in anticipation of its reconstruction in 2016. The County and City plan to complete the study in the spring of 2015.

Access to CSAH 63 prior to its reconstruction (which is in the City and County CIP's for 2016) is a challenge due to the existing horizontal and vertical curvatures of the 45mph roadway. The long term access location identified in the RRSVS and the City's Collector Street Plan does not currently have good sight lines to the south, so the concept plan proposes a temporary access approximately 1000 feet north of TH 55, in the area of the planned sanitary sewer crossing. The County will be conducting a sight distance survey in the area to identify sight distances at a number of potential access locations.

A major challenge with the concept plan as shown is that CSAH 63 is planned to be realigned from CSAH 26 to the north to a potential future interchange along I-494, consistent with the recommendations of the RRSVS, and as shown on the Dakota County Plat Needs Map. This future realignment is not reflected on the concept plan. The location of this future roadway will need to be identified prior to final platting of this property. There are a number of factors to consider regarding the location of this future roadway including existing residential properties and an electrical transmission line. This determination will also require a public process.

The residential development north of CSAH 26 and east of future CSAH 63 is shown to connect to existing CSAH 63 approximately 550 feet north of CSAH 26. This does not meet current access spacing guidelines. It appears that the only way for this property to access an existing public roadway and meet access spacing

guidelines would be to construct a right-in/right-out access on CSAH 26 at least 1/8 mile east of existing CSAH 63. Further discussion involving the County, City and developer on the best way to access this property at the time of development will be necessary.

The Plat Commission also noted that a connection from the development to future 65th Street along the north side of the property should be considered by the developer and the City.

UPDATE: After the Plat Commission meeting, the County did complete a sight distance survey along CSAH 63. The temporary access location shown on the concept plan (1000 feet north of TH 55) does meet current sight distance requirements. The permanent full access location (2000 feet north of TH 55) does not. Although the access location shown on the concept plan is less than the County's access spacing guidelines of ¼ mile, this does appear to be the best location for temporary access prior to reconstruction of CSAH 63. An access permit will be required for construction of a temporary access, and as part of the permit conditions, left and right turn lanes will be required to be constructed with the access.

The Ordinance requires submittal of preliminary and final plats for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

Traffic volumes on CSAH 63 are 3,650 ADT and are anticipated to be 10,000 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact Gordon McConnell regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:

Kimley»Horn

MEMORANDUM

To:	Allan Hunting, City Planner
Cc:	Tom Kaldunski, City Engineer; Steve Dodge, Assistant City Engineer Dan Schmidt, Sathre-Berquist, Inc.
From:	Eric Fosmo, P.E. – Kimley-Horn and Associates, Inc.
Date:	July 28, 2014
Subject:	Preliminary PUD Engineering Review – Initial Comments Blackstone Vista, Ponds, and Ridge

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In preparation for the Developer Review Meeting scheduled for Tuesday, July 29, 2014, to discuss the Preliminary PUD Review for the Blackstone Ponds, Blackstone Ridge, and Blackstone Vista developments, Kimley-Horn offers the following comments and requests for clarifications prior to a full detailed review of the submittal documents:

Preliminary PUD Comments

1. Based upon our understanding of the preliminary comments provided by Emmons & Oliver Resources, Inc (the City's stormwater management consultant) in a memorandum dated July 28, 2014, significant modifications to the plans will be needed to meet the City's Northwest Area Standards. At this time it is not prudent to perform a detailed review of the following plans prior to modifications to the stormwater management approach:
    - Preliminary Plat
    - Site Plans
    - Preliminary Street Plans
    - Preliminary Grading, Drainage, and Erosion Control Plans
    - Preliminary Utility Plans

2. Comments provided to the Developer in memorandums prepared by City staff dated January 28, 2014, May 30, 2014, June 25, 2014 and any previous memorandums shall be addressed accordingly. A detailed review of the revised preliminary PUD submittal (by August 13, 2014) will be provided prior to the second Developer Review Meeting tentatively scheduled for September 3, 2014.

3. A complete up-to-date set of plans in hard copy and PDF per City submittal requirements needs to be submitted prior to a detailed engineering review. Title sheets need to be updated to show all plan sheets with correct page numbering.

The following plan sheets were not provided in the PDF submittal provided to Kimley-Horn via the Developer's consultant FTP site.

- Blackstone (Overall)
  - Title Sheet, Phasing Plan, Existing Streets, Sidewalk Plan
- Blackstone Vista
  - Outlot E Concept Sketches
- Blackstone Ponds
  - Site Plan, Open Space, Preliminary Storm Sewer Plan, Preliminary Street Plan
- Blackstone Ridge
  - Site Plan, Open Space, Preliminary Street Plan, Basin Map

The following plan sheets appear to have revision dates that do not match between the hard copy submittal and the PDF submittal provided to Kimley-Horn via the Developer's consultant FTP site.

- Blackstone Vista
  - Site Plan, Open Space, Preliminary Utility Plan, Preliminary Street Plan
- Blackstone Ponds
  - Preliminary Sewer and Watermain Plan, Preliminary Street Plan
- Blackstone Ridge
  - Preliminary Utility Plan, Preliminary Street Plan, Tree Survey

4. The developer should provide a PDF of the Blackstone Ridge wetland delineation report for review. Wetland delineation boundary verifications will be conducted this week.

5. Currently all plans have been submitted as colored drawings. Although not a requirement of the Preliminary PUD submittal, it should be noted that all final construction plans will need to be completed in black and white to conform to City as-built requirements.

memo

Project	Residential Development- Blackstone Vista	**Date**	8-29-14
To	Tom Kaldunski, Steve Dodge	**Contact Info**	IGH
Cc	Dan Schmidt, Charles Wiemerslage	**Contact Info**	Sathre-Bergquist, Inc.
From	Brett H. Emmons, Stephanie Hatten	**Contact Info**	EOR
Regarding	Blackstone Vista Residential Development- PRELIMINARY COMMENTS (DRAFT)		

The purpose of this memorandum is to provide preliminary comments on the plans and hydrologic calculations prepared by Sathre-Bergquist, Inc. for the Blackstone Vista proposed development. This is not intended to be a comprehensive review of all the possible aspects, but identifies some of the major items that have come up in the review thus far. Until the major items are addressed, it would be inefficient to review and comment on the other aspects of the proposed development.

Below are comments for the Preliminary Plat submittal of the above project from the review of the following documents:

- Civil Plans by Sathre-Bergquist, Inc. dated 8/13/14
- Stormwater Management Plan by Sathre-Bergquist, Inc. dated 8/22/14
- Landscape Plan and Building Plan by Sathre-Bergquist, Inc. dated 8/13/14
- Overall Sketch Plan, dated 7/7/14

EXISTING SITE CONDITIONS

Blackstone Vista

The existing site is generally undeveloped and consists primarily of wooded areas and grassland with some cropland and pasture. The site has fairly significant topographic changes with a ridge towards the south. The proposed development consists of 78 single family housing lots on the 59.34 acre site. A portion of the site drains to a Regional Basin (F-001) located in the northeast corner. According to the City's Natural Resources Inventory, there is a wetland in the regional basin classified as a Manage 1 wetland. The wetland delineation provided identifies no wetlands in this location. A subsequent field visit by the City's consultant Kimley-Horn concurs with the delineation report, that no wetlands exist here, and therefore the wetland requirements do not apply here.

PROPOSED STORMWATER MANAGEMENT

The proposed design for the Blackstone Vista development relies on a series of stormwater ponds and infiltration basins. Curb and gutter and pipe systems are used to direct water into the ponds and rain gardens. The pond located in the northeast corner of the site is ringed by an infiltration bench before being discharged into Regional Basin F-001. Two other two-cell ponds/infiltration basins are located in the northeast and west areas of the site. Three rain gardens are also proposed in the design to provide treatment of some back yards. No soil borings have been submitted for the BMP sites.

Compliance with the NWA ORDINANCE and STORMWATER MANUAL

Per review of the plans, the proposed plan needs to address the following items to conform with the stormwater standards as specified in the City Ordinance and Standards and the NWA Stormwater Manual. Citations for the relevant city ordinance is proved for each comment, and when appropriate corresponding NWA Stormwater Manual references, and these references should not be considered exclusive or the only

reference to the requirement. The NWA Stormwater Manual has extensive additional information for most of the comments and should also be consulted for further details. Chapter 9 of the Manual illustrates an example design process through the various steps to facilitate the designer in following the NWA standards and needed design steps.

1. **Runoff model (existing conditions) should use curve numbers (CNs) consistent with hydrologic group type A-B and B soils. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 2-14 to 2-15 (Table 9.5)]** A new stormwater model and report have been submitted to EOR and will be reviewed prior to the September 3rd meeting. The recently submitted modeling and summary sheet appears to use CNs like those in the NWA Manual Table 9.5, but were just received this afternoon and have not yet been fully checked. The soil survey provided for the Blackstone Vista proposed site shows predominantly Kingsley and Kingsley-Mahtomedi type soils, which are in the hydrologic soil group (HSG) with an A-B and B type soils, as outlined in the NWA Stormwater Manual.

   The lower curve numbers used for post-development (proposed) conditions could be appropriate if a soil amendment plan is submitted for restoration of the disturbed soils as stated in Chapter 8 pg. 176 of the NWA Stormwater Manual. Verbally the applicant has indicated that restoration of impacted urban soils will be done, but additional documentation is needed. Grading in the southwest area of the site could be minimized in the backyard/outlots by adjusting grades and/or use of a retaining walls.

   Any road expansions due to the development, such as turn lanes on 70th St. must be included in the treatment calculations and treatment provided. Currently those do not appear to be included.

2. **Grading and fill should not occur within Regional Basins. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 7-4 & 7-13 to 7-14]** It is proposed that 0.8 acre-feet of Regional Basin F-001 is to be filled and graded. There should be no fill in the Regional Basins and typically grading is highly restricted in its type and method unless unavoidable.

3. **Provide a consistent value that represents the HWL for the Regional Basin F-001. [City Ordinance Section 515.80, Subd. 39 F.7.a]** HWLs are inconsistent on the plans and within the stormwater management plan. EOR has identified the HWL for Regional Basin F-001 as 895.7 and if another value is proposed, then the engineer should explain why. The development's stormwater management plan gives a HWL of 894.84 and the plans show a value of 889.5 In addition, the EOF for Regional Basin F-001 should be consistent with a Category 2 basin per the NWA standards. There shall be no additional flow sent downstream from the basin under modelled/predicted scenarios.

4. **Stormwater management should be maximized through the use of an upstream treatment train process. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 1-3, 1-6, 2-16, Chapters 3-5, 7-3, 7-5, Chapters 8-9]** The NWA Manual overall and specifically in Chapter 3, among many places in the manual, describe that stormwater management should be maximized through the use of distributed Low Impact Design (LID) practices upstream near the sources. The focus and discussion of the NWA Stormwater Manual is on the need for and use of distributed LID practices. Volume control can be better accomplished by using distributed LID practices throughout the site, rather than concentrated into large ponds and infiltration systems. The goals the City sees as realistic

is 50% - 70% of the volume control practices (by volume treated) being small-scale, distributed LID practices. The applicant has calculated 20% of the stormwater on site as being treated by LID practices. In comparison, the Argenta Hills development (1st – 9th Additions) has used approximately 65% LID practices.

By using predominantly large ponds for pretreatment and infiltration for volume control, the developer is choosing to use an approach that tends to occupy more land that could be developed. The applicant's engineer indicated that the developer is aware of this and has chosen this approach. Concerns by the developer about the burden of stormwater requirements on the site seem inconsistent with using ~20% LID practices to meet the requirements. As noted below, infiltration assumptions thus far are too high given the soils mapped. With the CN changes (see above), infiltration rates decreased to ~15% of current values (from 1.2 in/hr to 0.1-0.2 in/hr as conservative values until borings are available), and lack of utilizing LID practices, the impacts could be significant. As an illustration, using the lower infiltration rates and continuing the traditional approach of expanding ponds to address this additional volume, it could be that 8-18 lots would be significantly impacted and/or the site layout reconfigured.

5. **Determine infiltration rates by providing soil borings in the BMP locations. [City Ordinance Section 515.80. Subd. 39 F.7.a.(i)]** All Infiltration BMPs must have at least 2 soil borings/pot holes within the location, or 1 soil boring/pot hole for smaller BMPs, extending 10-15' below the bottom of the proposed excavation/over-excavation elevation, to evaluate suitability for infiltration consistent with the Manual Supplemental Guidance (EOR June24,2008). All soils evaluation should be performed by a qualified soil scientist or similar person with soils infiltration estimation experience. The proper infiltration rate is needed to ensure proper sizing and adequate drawdown times for smaller events, such as 48 hours for the 1-year event. If the soil boring logs indicate incompatibility of existing sub-soil permeability with the submitted and reviewed design plans for meeting volume control requirements, the applicant shall revise the design and/or construction plans to ensure volume control requirements are fully met. The 1.2 in/hr infiltration rate submitted is on the high end for the type of soil identified(mostly sandy loam and silty loam). A lower infiltration rate of 0.1 in/hr should be used in the model until proven otherwise with soil information.

6. **BMP phasing during construction needs to be shown on plans. [City Ordinance Section 515.80. Subd. 39 F.7.a.(iv)]** BMP construction should begin once the rest of the site has been stabilized.

7. **Additional details needed**
    a. Storm sewer details and calculations
        i. All storm sewer structures shall be 4.0 feet in depth (public and private). Verify all structures meet this requirement, specifically, please confirm the following:
            1. Blackstone Vista Structures: 11C, 12C, 13C, 21C
            2. Blackstone Ponds Structures: the drainage MH at the south end of PD 5, the inlet at the north end of PD 6
            3. Blackstone Ridge Structures: CB 12, CB 14, CB 20, CB 22, CB 23, CB 42, CB 43, CBMH 1, CBMH 6, CBMH 51, CBMH 52

ii. Provide the types of storm sewer lines proposed in the Blackstone developments. All connections to City Public System shall be RCP.
iii. Structures within boulevards shall be R-4342 with concrete collar.
iv. Provide storm sewer calculations for inlet spacing/capacity and pipe sizing for each development.
v. Not all inlets/structures in all the Blackstone developments have invert information labeled.

vi. All pipe outlets should not exceed 6 feet per second discharge velocity.

b. Mapped areas of the impervious surfaces
c. Landscape plan for stormwater
d. Erosion and Sediment control details and submittals
e. Operation and maintenance plan for BMPs per the city code
f. Other items not yet identified at this level of detail may be needed for compliance with city standards

SUMMARY

In summary, revisions and subsequent detail are needed in the plans addressing the comments above before the site could be developed as proposed and satisfying the City's stormwater management regulations for the Northwest Area.

Since the information for the Ponds and Ridges have been incomplete, comments will be provided for those as information is available.

Kimley»Horn

MEMORANDUM

To:	Allan Hunting, City Planner
Cc:	Tom Kaldunski, City Engineer; Steve Dodge, Assistant City Engineer Dan Schmidt, Sathre-Berquist, Inc.
From:	Eric Fosmo, P.E. – Kimley-Horn and Associates, Inc.
Date:	September 10, 2014
Subject:	Preliminary PUD Engineering Review – Preliminary PUD Comments Blackstone Vista, Ponds, and Ridge

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Kimley-Horn has completed a review of the revised Preliminary PUD Plans received on August 14, 2014 and offers the following comments and requests for clarifications. All comments provided in *italics* are to be considered critical for Preliminary PUD consideration and approval.

General Comments

1. Outstanding comments from memorandums provided to the Developer by City staff dated January 28, 2014, May 30, 2014, and June 25, 2014, comments provided by Kimley-Horn via email dated August 4, 2014, and comments provided by Dakota County and Inver Grove Heights Parks and Recreation shall be addressed in addition to the comments provided in this memorandum.

2. Coordination with Dakota County will be of utmost importance as the project moves forward. All connections to Dakota County roadways shall be constructed per County standards. Any comments provided by the County as part of upcoming studies shall be addresses prior to final approval.

3. *The following information requested by the City of Inver Grove Heights as part of the Preliminary PUD submittal has not been received.*
   - *Geotechnical report and boring logs*
   - *Traffic impact study*

4. Signing and Lighting plans should be submitted during as part of Final PUD submittal process.

5. Currently all plans have been submitted as colored drawings. Final construction plans will need to be completed in black and white to conform to City as-built requirements.

6. Current plan organization and readability is not sufficient for final construction plans. Plan legends should be provided for each sheet, or series of sheets for readability and review.

7. A comment response letter shall be submitted with subsequent plan submittals addressing all comments provided.

8. The City of Inver Grove Heights reserves the right to provide additional comments as further development of the plans is completed and submitted for review.

9. A construction cost estimate shall be submitted to assist the City Engineer in setting surety amount. A letter of credit will be required as part of final approval.

10. Prior to Final PUD approval, submit all permits secured for project from agencies such as:
    - MPCA/MCES
    - DNR
    - Dakota County
    - MnDOT
    - MDH
    - Other agencies as required

11. The following is a summary of the estimated engineering review fees to be paid by the developer for the three developments. Actual fees will be determined based on the hours required for the review and associated coordination.
    - EOR Stormwater Management Review
        - Blackstone Vista - $18,000
        - Blackstone Ponds - $17,000
        - Blackstone Ridge - $21,000
    - Kimley-Horn General Engineering Review
        - Blackstone Vista - $15,500
        - Blackstone Ponds - $15,500
        - Blackstone Ridge - $15,500
    - City of Inver Grove Heights review and construction inspection fees have been equal to $2,000 per lot based on other developments in the City.
        - Blackstone Vista (78) - $156,000
        - Blackstone Ponds (106) - $212,000
        - Blackstone Ridge (121) - $242,000

Plat/Easements

12. *Revise Vista Preliminary Plat eliminating Lot 1 or revise lot layout to provide adequate area for construction of proposed lift station. See Water Main comments provided below.*

13. *Provide adequate easement width for sanitary, storm, and/or water lines that run between adjacent lots. Total easement width shall be approximately three times the depth of the proposed utility to allow for the equivalent of 1.5:1 slopes from bottom of proposed utility. The following easements do not appear to meet this requirement*
    - *Vistas – between Lots 6 and 7*
    - *Vistas – between Lots 15 and 16*
    - *Vistas – between Lots 29 and 30*
    - *Vistas – between Lots 33 and 34*
    - *Vistas – between Lots 63 and 64*
    - *Ridge – between Lots 36 and 37*
    - *Ridge – between Lots 106 and 107*

14. Show and label all existing and proposed easements and property limits on the site plans. Label known addresses for adjacent properties on preliminary plat.

15. Per City Code, half street right-of-way dedications are not recommended. This is currently being shown on the north side of the Blackstone Ridge plat.

Grading and Erosion

16. *Ground floor elevations of all homes shall be 1.5' above centerline grades. The following lots do not appear to meet this standard:*
    - *Vista Lots 2-5, 7-8, 20, 61, 78*
    - *Ponds Buildings 1-2, 4(North), 5-6, 8(North), 9(West), 10-21*
    - *Ridge Lots 13, 25, 45, 71, 86-87, 94, 96-97, 99-109, 112*
    - *Centerline grades should be shown to confirm compliance for Ridge Lots 36-39 and 50-53*

17. *City Code (9-4-1-2) requires 4:1 slopes or less on grading plans unless approved by the City Engineer. Identify any areas of variance from this standard for detailed review of restoration methods.*

18. During the final design phase, developments will need to meet the Erosion and Sedimentation Control guidelines set in place by the "Supplemental Requirements for Stormwater Management Facilities and Erosion & Sedimentation Control Standards."

19. Cut/fill quantities should be shown on the grading plans.

20. Provide additional detail on proposed retaining walls for the development, including:

- Add plan note "All retaining walls shown on the grading plan shall be constructed during the grading phase."
- Provide square footages, top of wall elevations, and bottom of wall elevations for all retaining walls (currently not provided for Ponds).
- Proposed retaining walls 4' and higher in height will require a separate building permit.
- Retaining wall details shall include drainage swale at the top of the wall and fall protection where required,
- No retaining walls will be allowed within proposed or existing easements.
- A maintenance agreement will be required for all proposed retaining walls.

21. Silt fence that is installed crossing contours creates hot spots. Add "j" hooks at locations where silt fence needs to cross contours. This occurs in numerous locations where silt fence lines the limits of construction.

22. Identify all swales and confirm that they have a minimum slope of 2.0%. All swales shall be stabilized with sod, erosion mat, or intermediate erosion checks as soon as final grade is achieved. This may require phasing of the restoration. Currently, swale slopes are not labeled. Provide side lot drainage swales.

23. Add the note: "Upon completion of the site grading, a certification letter and as-built survey, from a registered Engineer or Land Surveyor shall be provided to the City certifying that the site grades are as shown."

24. A SWPPP shall be submitted at the time of final plat or at the time of submittal of other final engineering plans.

25. Separate staging and erosion control plans shall be provided for review as part of the final plan submittal process.

26. Show drainage areas for each proposed temporary sedimentation basin. Temporary sedimentation basins shall be constructed during the grading phase. Storage volumes for each temporary sedimentation basin should be shown to verify compliance to City Code which requires 1% of the disturbed area to be used at temporary sedimentation basins during construction.

27. A plan showing designated haul roads shall be submitted during final plan approval for review by the City Engineer.

Streets

28. *Several vertical roadway alignments do not meet City Code standards (11-3-2-P.2). City Code states "At intersections, the street grade shall not exceed two percent (2.0%) for the*

first one hundred feet (100') approaching said intersection." The following locations do not meet this standard:

- *Blackstone Vista – Grades along Road 1 at intersection with Road 4.*
- *Blackstone Vista – Grades along Road 4 at intersection with Argenta Trail.*
- *Blackstone Ponds – Grades along Road 1 at intersection with PD 5.*
- *Blackstone Ridge – Grades along Road 1 near Road 1 Extension*
- *Blackstone Ridge – Grades along Road 2 at intersection with Argenta Trail.*

29. *All streets shall conform to 30 mph design as required by the City Engineer. Minimum design radius is 220 feet (per MnDOT guidelines). Several roads in the Blackstone Ridge development do not meet this guideline.*

30. *All work required within Dakota County right-of-way should be shown on the Preliminary PUD plans. Proposed turn lanes and roadway modifications shall comply with Dakota County standards and additional direction provided.*

31. All connection to County roads and turn lanes on County roads shall be shown on plans for review and approval by Dakota County Transportation. Right-of-Way dedication shall be consistent with County requirements.

32. Currently there is a private driveway located immediately west of the proposed Vista access to 70th Street (CSAH 26). Spacing between these two access points is unacceptable and needs to be combined. Vista development shall provide access from proposed residential street to existing private drive to the west.

33. All roadways shall meet applicable requirements of the NW Area Collector Street Study.

34. Show typical sections for Blackstone Ridge development to verify compliance to City Standard Plate STR-02.

35. For all proposed intersections and cul-de-sacs, further plan detail is required for final review including: curb type labels, curb radii, all dimensions, and offset distance from the street centerlines.

36. Provide connecting street information (street widths and curb radii).

37. Drain tile shall be installed under all curb lines at the bottom of the sand section within the development where runoff is directed. Roadway stabilization fabric may be required where clay soils are encountered.

38. Centerline islands in the Blackstone Vista development shall be filled with concrete. If landscaped islands are proposed, plantings shall be selected and placed to not obstruct traffic sight lines. Any proposed plantings shall be maintained by the HOA.

39. The proposed sidewalk for the Blackstone Ponds development is only shown on the Grading Plan. Please include sidewalks on the Site and Preliminary Street Plans.

40. Show proposed striping and pavement markings in final plan submittal.

Utilities – General

41. *In some areas of the Vista Plat, the forcemain is located outside of the right-of-way (ROW). The City requires these public utilities to be located within the ROW. We would suggest placing the forcemain and watermain on opposite sides of the sanitary sewer while still maintaining separation requirements to better fit utilities within the ROW.*

42. Coordinate with Koch Petroleum Pipeline Company to verify any locations of abandoned pipelines within the development limits and have them removed per Koch requirements.

43. Provide utility information (lengths, slopes, and invert elevations) in profile view as part of the final plan submittals.

Sanitary Sewer

44. *Outlot B does not appear to have enough setback from the property line of Vista Lot 1 or from the edge of Road 1 to properly construct and allow for future maintenance of the planned lift station. The City recommends Lot 1 be removed and the lift station be located to allow at least 90 feet on either side of the structure for a reasonable excavation slope to construct the lift station. This clearance will also be needed for the City to construct a paved maintenance access road and maintenance vehicle parking area. A soil boring at this location should also be provided to confirm the required construction slopes.*

45. *For Blackstone Vista (Sheet UP2), there are two different labels for the stretch of pipe near County Road No. 70. Please confirm which is correct. Additionally, there is no label or pipe information for the sanitary sewer into the lift station. All lift station information should be consistent with Option 1B from the City's NW Area Trunk Utilities Argenta District Feasibility Study and Report. (April 2014)*

46. Provide invert in and invert out elevations for all structures to confirm proper drops are met.
    - Thru structures – 0.10 drop
    - 90-degree manholes – 0.20 drop

47. Standard manholes shall be spaced a maximum of 400 feet apart. Blackstone Ridge has one stretch of 410.1 LF of sanitary sewer.

48. Label and verify the types of sanitary sewer pipes to be utilized:
    - 0 < X <14 feet – SDR 35 PVC
    - 14 < X < 24 feet – SDR 26
    - X > 24 feet – CLASS 52 DIP

49. For Blackstone Ridge there are no labels or pipe information for the sanitary sewer pipes along Road 1 Ext. or the stub along Road 1 near the intersection with Argenta Trail.

50. Confirm the slope of the pipe into the lift station in the Blackstone Vista development. The maximum grade out of a drop structure is 1% which appears to not be met for the upstream structure from the lift station.

51. During the final design phase, drop manholes and the proposed lift station shall have a minimum of 20 feet of DIP extended out from structure.

52. Provide services extended to the property line.

Water Main

53. *Confirm the size and type of water main proposed for the Blackstone Vista and Blackstone Ridge developments. The City's NW Area Trunk Utilities – Argenta District Feasibility Study and Report (April 2014) indicates a 16" watermain shall be constructed through the Vista, Ponds, and Ridge developments connecting to an existing watermain near 63rd Street. Lateral mains shall be 8" min CL 52.*

54. Insulation is required where 30" separation is not available. Label locations in both plan and profile view. There appears to be numerous locations where this will be required.

55. Label all horizontal (plan view) and vertical (profile view) bends.

56. Plans should label and show in profile a minimum cover of 7.5 feet over all watermain.

57. Provide services extended to the property line.

58. Fire Hydrants
    - Show valves at all hydrants
    - Hydrants to be located 4' behind curb
    - Label top nut hydrant elevation or break off/ground elevation and length of 6-inch hydrant lead
    - Washed rock specification shall state "NO LIMESTONE"
    - Maximum 450' to 500' spacing on public roads. In Blackstone Vista, the road that connects with Argenta Trail has a stretch exceeding the 500-foot minimum.

Storm Sewer/Stormwater Management

59. A separate memorandum will be provided by EOR, Inc. addressing the storm sewer and stormwater management design. The Developer shall address all comments provided in that memorandum.

Wetlands

60. Wetland delineation and reports for the Blackstone Vista and Ponds appear to be acceptable and are in the final stages of approval by the regulatory agencies.

61. *The wetland delineation and report for Blackstone Ridge is under review and further action by the developer will be necessary. A TEP meeting was held on August 29, 2014 to review delineation boundaries. The determination was made by the TEP that the delineated boundaries were not sufficient and need to be revised. The revised boundaries will encroach further into the proposed development area for the Blackstone Ridge. Modifications to the plans are likely needed to maintain appropriate buffers and setbacks.*

Summary/Conclusion

Based on the review of the Preliminary PUD Submittal for the proposed Blackstone Vista and Blackstone Ponds developments, the outstanding critical issues appear to be resolvable. Final approval of the Blackstone Vista and Blackstone Ponds appears to be possible with refinement of the proposed design, including addressing the comments provided.

Based on the review of the Preliminary PUD Submittal for the proposed Blackstone Ridge development, numerous outstanding critical issues remain that require further study. Lack of conformance to City standards and policy for the street design, stormwater management design, and wetland setbacks present too many issues that do not appear resolvable within the framework of the current design of the Blackstone Ridge development.

memo

Project	Residential Development- Blackstone Vista, Ridges, Ponds	**Date**	9-12-14
To	Tom Kaldunski, Steve Dodge	**Contact Info**	IGH
Cc	Dan Schmidt, Charles Wiemerslage	**Contact Info**	Sathre-Bergquist, Inc.
From	Brett H. Emmons, Stephanie Hatten	**Contact Info**	EOR
Regarding	Blackstone Residential Development (Vista & Ponds)- PRELIMINARY COMMENTS Blackstone Residential Development (Ridge)- CURSORY REVIEW **(DRAFT)**		

The purpose of this memorandum is to provide preliminary comments on the plans and hydrologic calculations prepared by Sathre-Bergquist, Inc. for the Blackstone proposed developments. This is not intended to be a comprehensive review of all the possible aspects, but identifies some of the major items that have come up in the review thus far. Until the major items are addressed, it would be inefficient to review and comment on the other aspects of the proposed development.

Below are comments for the Preliminary Plat submittal of the above project from the review of the following documents:

- Civil Plans by Sathre-Bergquist, Inc. dated 8/13/14
- Stormwater Management Plan by Sathre-Bergquist, Inc. dated 8/22/14
- Landscape Plan and Building Plan by Sathre-Bergquist, Inc. dated 8/13/14
- Overall Sketch Plan, dated 7/7/14
- Soil Borings by Haugo GeoTechnical, Ponds & Ridges dated 9/2/14; Vista dated 9/3/14

EXISTING SITE CONDITIONS

Blackstone Vista

The existing site is generally undeveloped and consists primarily of wooded areas and grassland with some cropland and pasture. The site has fairly significant topographic changes with a ridge towards the south. The proposed development consists of 78 single family housing lots on the 59.34 acre site. A portion of the site drains to a Regional Basin (F-001) located in the northeast corner. According to the City's Natural Resources Inventory, there is a wetland in the regional basin classified as a Manage 1 wetland. The wetland delineation provided identifies no wetlands in this location. A subsequent field visit by the City's consultant Kimley-Horn concurs with the delineation report, that no wetlands exist here, and therefore the wetland requirements do not apply here.

Blackstone Ponds

The existing site consists of wooded areas and grassland and is entirely bordered by water along the northern perimeter. The proposed development consists of 106-108 multi-family units located on the 24.82 acre site. Drainage flows to three Regional Basins on-site; F-018, F-022, and F-002. F-108 and F-002 contain wetlands that are classified as Manage 3. F-022 contains a wetland classified as Manage 4.

Blackstone Ridge

The existing site consists of farmland, grassland, and some woodland. The proposed development consists of 121 single family housing lots. Five Regional Basins are located on site: F-011a, F-008a, F-011, F-011b, and F-013b. There are wetlands in F-011a and F-008a and are classified as Manage 4 and Manage 3 wetlands.

PROPOSED STORMWATER MANAGEMENT

The proposed design for the Blackstone Vista development relies on a series of stormwater ponds and infiltration basins. Curb and gutter and pipe systems are used to direct water into the ponds and rain gardens. The pond located in the northeast corner of the site is ringed by an infiltration bench before being discharged into Regional Basin F-001. Two other two-cell ponds/infiltration basins are located in the northeast and west areas of the site. Three rain gardens are also proposed in the design to provide treatment of some back yards.

The proposed design for the Blackstone Ponds development relies on two stormwater ponds and three rain gardens throughout the site. Blackstone Ridge development uses pretreatment ponds into infiltration ponds. Curb and gutter and pipe systems are used to direct water into the ponds and rain gardens for both developments.

The design for each development relies primarily on the standard approach of curb and gutter and pipe systems for routing runoff into larger ponds rather than Green Infrastructure (GI), also known as Low Impact Design (LID), approach as provided for in the NW Area Ordinance and Manual.

Compliance with the NWA ORDINANCE and STORMWATER MANUAL

Per review of the plans, the proposed plan needs to address the following items to conform with the stormwater standards as specified in the City Ordinance and Standards and the NWA Stormwater Manual. Citations for the relevant city ordinance is proved for each comment, and when appropriate corresponding NWA Stormwater Manual references, and these references should not be considered exclusive or the only reference to the requirement. The NWA Stormwater Manual has extensive additional information for most of the comments and should also be consulted for further details. Chapter 9 of the Manual illustrates an example design process through the various steps to detail the information needed and to facilitate the designer in following the NWA standards and needed design steps.

General Comments for All Developments

1. **Stormwater management should be maximized through the use of an upstream treatment train process. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 1-3, 1-6, 2-16, Chapters 3-5, 7-3, 7-5, Chapters 8-9]** The NWA Manual overall and specifically in Chapter 3, among many places in the manual, describe that stormwater management should be maximized through the use of distributed Low Impact Design (LID) practices upstream near the sources. The focus and discussion of the NWA Stormwater Manual is on the need for and use of distributed LID practices. Volume control can be better accomplished by using distributed LID practices throughout the site, rather than concentrated into large ponds and infiltration systems. The goals the City sees as realistic is 50% - 70% of the volume control practices (by volume treated) being small-scale, distributed LID practices. The applicant has calculated 20% of the stormwater on site is being treated by LID practices. As an indication of past practice in the city, the Argenta Hills development (1st – 9th Additions) has used approximately 65% LID practices.

   By using predominantly curb and gutter and large ponds for pretreatment and infiltration, the developer is choosing to use an approach that tends to occupy more land that could otherwise be utilized. The applicant and the engineer have indicated that the developer is aware of this limitation and has chosen this approach. As an illustration, using the assumed lower infiltration rates (as described below) along with the traditional approach of primarily large ponds, the impacts to Vista

could result in 8-18 lots being significantly impacted and/or needing to reconfigure the site layout. Concerns expressed by the developer about the loss of land and burden of stormwater requirements seems inconsistent with the use of 20% upstream, LID practices.

2. **BMP phasing during construction needs to be shown on plans. [City Ordinance Section 515.80, Subd. 39 F.7.a.(iv)]** BMP construction should begin once the rest of the site has been stabilized.

3. **Additional details needed**
    a. Storm sewer details and calculations
        i. All storm sewer structures and top of pipes shall be at least 4.0 feet in depth (public and private).
        ii. Provide the types of storm sewer lines proposed in the Blackstone developments. All connections to City Public System shall be RCP.
        iii. Structures within boulevards shall be R-4342 with concrete collar.
        iv. Provide storm sewer calculations for inlet spacing/capacity and pipe sizing for each development.
        v. Not all inlets/structures in all the Blackstone developments have invert information labeled.
        vi. All pipe outlets should not exceed 6 feet per second discharge velocity.
    b. Mapped areas of the impervious surfaces
    c. Landscape plan for stormwater
    d. Erosion and Sediment control details and submittals
    e. Operation and maintenance plan for BMPs per the city code
    f. Other items not yet identified at this level of detail may be needed for compliance with city standards

Blackstone Vista

1. **Grading and fill should not occur within Regional Basins. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 7-4 & 7-13 to 7-14]** It is proposed that 0.8 acre-feet of Regional Basin F-001 is to be filled and graded. There should be no fill in the Regional Basins and typically grading is highly restricted in its type and method unless unavoidable. Until the final BMP sizing and locations are determined, it is difficult to determine if Regional Basin impact minimization has been accomplished.

2. **Runoff model (existing conditions) should use curve numbers (CNs) consistent with hydrologic group type A-B and B soils. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 2-14 to 2-15 (Table 9.5)]** The recently submitted modeling and summary sheet appears to use CNs mostly like those in the NWA Manual Table 9.5, however, pre-development CNs use the values designated in the NWA Manual for graded areas, rather than for undisturbed areas. The soil survey provided for the Blackstone Vista proposed site shows predominantly Kingsley and Kingsley-Mahtomedi type soils, which are in the hydrologic soil group (HSG) with an A-B and B type soils, as outlined in the NWA Stormwater Manual.

The lower curve numbers used for post-development (proposed) conditions could be appropriate if a soil amendment plan is submitted for restoration of the disturbed soils as stated in Chapter 8 pg. 176 of the NWA Stormwater Manual. Verbally the applicant has indicated that restoration of impacted urban soils will be done. Areas of restoration have also been shown on the grading plans around BMP locations, but additional documentation is needed. Soil restoration areas could also be expanded throughout the site to help justify the lower curve numbers as well. Grading in the southwest area of the site could be minimized in the backyard/outlots by adjusting grades and/or use of a retaining walls.

Any road expansions due to the development, such as turn lanes on 70th St. must be included in the treatment calculations and treatment provided. Currently those do not appear to be included.

3. **Provide a consistent value that represents the HWL for the Regional Basin F-001. [City Ordinance Section 515.80, Subd. 39 F.7.a]** HWLs are inconsistent on the plans and within the stormwater management plan. EOR has identified the HWL for Regional Basin F-001 as 895.7 and if another value is proposed, then the engineer should explain why. The development's stormwater management plan gives a HWL of 894.84 and the plans show a value of 890.01. In addition, the EOF for Regional Basin F-001 should be consistent with a Category 2 basin per the NWA standards. There shall be no additional flow sent downstream from the basin under modelled/predicted scenarios.

4. **Coordinate with the potential trail underpass crossing of 70th St. so that the trail crossing is above the HWL for F-001, such as HWL + FB (potentially FB = 4' for Category 2 basin as the secondary, emergency overflow).**

5. **Determine infiltration rates by providing soil borings in the BMP locations. [City Ordinance Section 515.80, Subd. 39 F.7.a.(i)]** All Infiltration BMPs must have at least 2 soil borings/pot holes within the location, or 1 soil boring/pot hole for smaller BMPs, extending 10-15' below the bottom of the proposed excavation/over-excavation elevation, to evaluate suitability for infiltration consistent with the Manual Supplemental Guidance (EOR June24,2008). A preliminary soil borings map indicate that soil borings are being done in two of the four larger infiltration BMPs and none in the raingarden areas, which needs to be addressed. All soils evaluation should be performed by a qualified soil scientist or similar person with soils infiltration estimation experience. The proper infiltration rate is needed to ensure proper sizing and adequate drawdown times for smaller events, such as 48 hours for the 1-year event. If the soil boring logs indicate incompatibility of existing sub-soil permeability with the submitted and reviewed design plans for meeting volume control requirements, the applicant shall revise the design and/or construction plans to ensure volume control requirements are fully met. The 1.2 in/hr infiltration rate submitted is on the high end for the type of soil identified(mostly sandy loam and silty loam). A lower infiltration rate of 0.1 in/hr should be used in the model until proven otherwise with soil information.

6. **All storm sewer structures and top of pipes shall be at least 4.0 feet in depth (public and private).** Verify all structures meet this requirement, specifically, please confirm the following: Blackstone Vista Structures: 11C, 12C, 13C, 21C.

Blackstone Ponds

7. **Provide a consistent value that represents the HWL for the Regional Basin F-002. [City Ordinance Section 515.80, Subd. 39 F.7.a]** Normal water level and high water level for Regional Basin F-002 should be consistent. EOR has a value of 882.5 as the HWL compared with the value on the plans of 994.1 (894.1 is also listed in smaller print). Provide for emergency overflows per the freeboard requirements.

8. **All storm sewer structures and top of pipes shall be at least 4.0 feet in depth (public and private).** Verify all structures meet this requirement, specifically, please confirm the following: Blackstone Ponds Structures: the drainage MH at the south end of PD 5, the inlet at the north end of PD 6

9. **Additional comments are to be added when stormwater report and model are provided.**

Blackstone Ridge

10. **Low floor elevations need to be met for HWLs for the Regional Basins.** Low floor elevations are not met for lots 85,86,93,94, and 1-4. Provide for emergency overflows per the freeboard requirements.

11. **Grading and fill should not occur within Regional Basins. [City Ordinance Section 515.80, Subd. 39 F.7.e; NWA Stormwater Manual 7-4 & 7-13 to 7-14]** For the Blackstone Ridge, it is proposed that Regional Basins F-013(F) and F-011b would be graded and/or filled. There should be no fill in the Regional Basins and typically grading is highly restricted in its type and method unless unavoidable.

12. **All storm sewer structures and top of pipes shall be at least 4.0 feet in depth (public and private).** Verify all structures meet this requirement, specifically, please confirm the following: Blackstone Ridge Structures: CB 12, CB 14, CB 20, CB 22, CB 23, CB 42, CB 43, CBMH 1, CBMH 6, CBMH 51, CBMH 52.

13. **Additional comments are to be added when stormwater report and model are provided.**

SUMMARY

In summary, revisions and subsequent detail are needed in the plans addressing the comments above before the site could be developed as proposed and satisfying the City's stormwater management regulations for the Northwest Area.

Since the information for the Ponds and Ridges have been incomplete, comments will be provided for those as information is available. Proposed impacts to Regional Basins in the Blackstone Ridges are significant and should first be addressed before the development is considered for further review and/or approval.

Dakota County Surveyor's Office
Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

September 2, 2014

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

Re: **BLACKSTONE**

The Dakota County Plat Commission met on August 25, 2014, to consider the preliminary plan of the above referenced plat. The plat is adjacent to CSAH 63 and CSAH 26, and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed Blackstone plat is one plat consisting of three areas/phases in this PUD development (Blackstone Vista, Blackstone Ponds, Blackstone Ridge). The Blackstone Vista and Blackstone Ridge projects will be impacted by the future CSAH 63 realignment. A study to determine future alignment of CSAH 63 is set to begin in September. A preliminary design will be completed Spring, 2015. As discussed, the right-of-way needs for the future realignment is planned for a six-lane divided roadway with 100 feet of half right-of-way that will connect TH 55 to I-494.

The area known as Blackstone Vista is shown as a single family residential development. The plat shows one temporary access to existing CSAH 63 (Argenta Trail) and one access to CSAH 26 (70th Street). Outlot G as shown on the plat should dedicate 100 feet of right of way from the existing centerline of CSAH 63. The right-of-way needs along CSAH 26 as a future 4-lane divided roadway is 75 feet of half right of way. Restricted access should be shown along all of CSAH 26 except for the approved openings. Restricted access does not need to be shown along CSAH 63 at this time because the alignment of CSAH 63 may change. The access to CSAH 63 will need to be applied for as a temporary access through the County permit process. The access to CSAH 26 will require right and left turn lanes be constructed along CSAH 26 at the time of the street connection to CSAH 26.

The area known as Blackstone Ponds is shown as multi-family townhomes. The plat shows one access to the site along CSAH 26, located across from the Vista access. The right-of-way needs along CSAH 26 as a future 4-lane divided roadway is 75 feet of half right of way. Restricted access should be shown along all of CSAH 26 except for the one approved opening.

The area known as Blackstone Ridge is shown as a proposed single family residential plat. A major issue with this site is the fact that the Regional Roadway System Visioning Study (adopted by both the City Council and the County Board) and the Dakota County Plat Need Map reflect the need for a future County roadway along the west side of the property. The plat as submitted does not reflect this future roadway in any way. The developer noted that the best location for this roadway is west of the west property line, where there are existing residential properties. The City and County are currently scoping a study that will identify the location of this roadway considering all costs, benefits, and impacts. With the unknowns of the future CSAH 63 realignment along the Blackstone Ridge area, the Plat Commission will not approve the entire Blackstone

development as presented. However, the Plat Commission will approve Blackstone with Blackstone Ridge as an outlot. This allows Blackstone Vista and Ponds to move forward now (or as extension of City utilities will allow), and allows Blackstone Ridge to appropriately reflect future CSAH 26 consistent with the results of the upcoming Study of Argenta Trail from south of CSAH 26 to 65th Street.

The site does not currently have enough frontage along CSAH 26 to meet County access spacing guidelines, and the southeast corner of the plat will not support construction of a roadway due to severe topography and drainage issues. Connecting to existing CSAH 63 requires acquisition of neighboring private property to connect at the current intersection of 69th Street, which is only 450' north of CSAH 26. Once the Argenta Trail Study is complete, and Blackstone Ridge is better prepared for preliminary and final platting, the following should be considered:

- A connection to existing CSAH 63 at 69th Street would only be considered as a temporary access due to inadequate spacing. If this connection were to be considered, left and right turn lanes would be required. Additional access locations should be explored.
- The proposed plat should consider a reduced movement connection to future CSAH 63 approximately ¼ mile north of CSAH 26 (on the north side of the wetland), and a connection to future 65th Street on the northeast area of the plat.

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

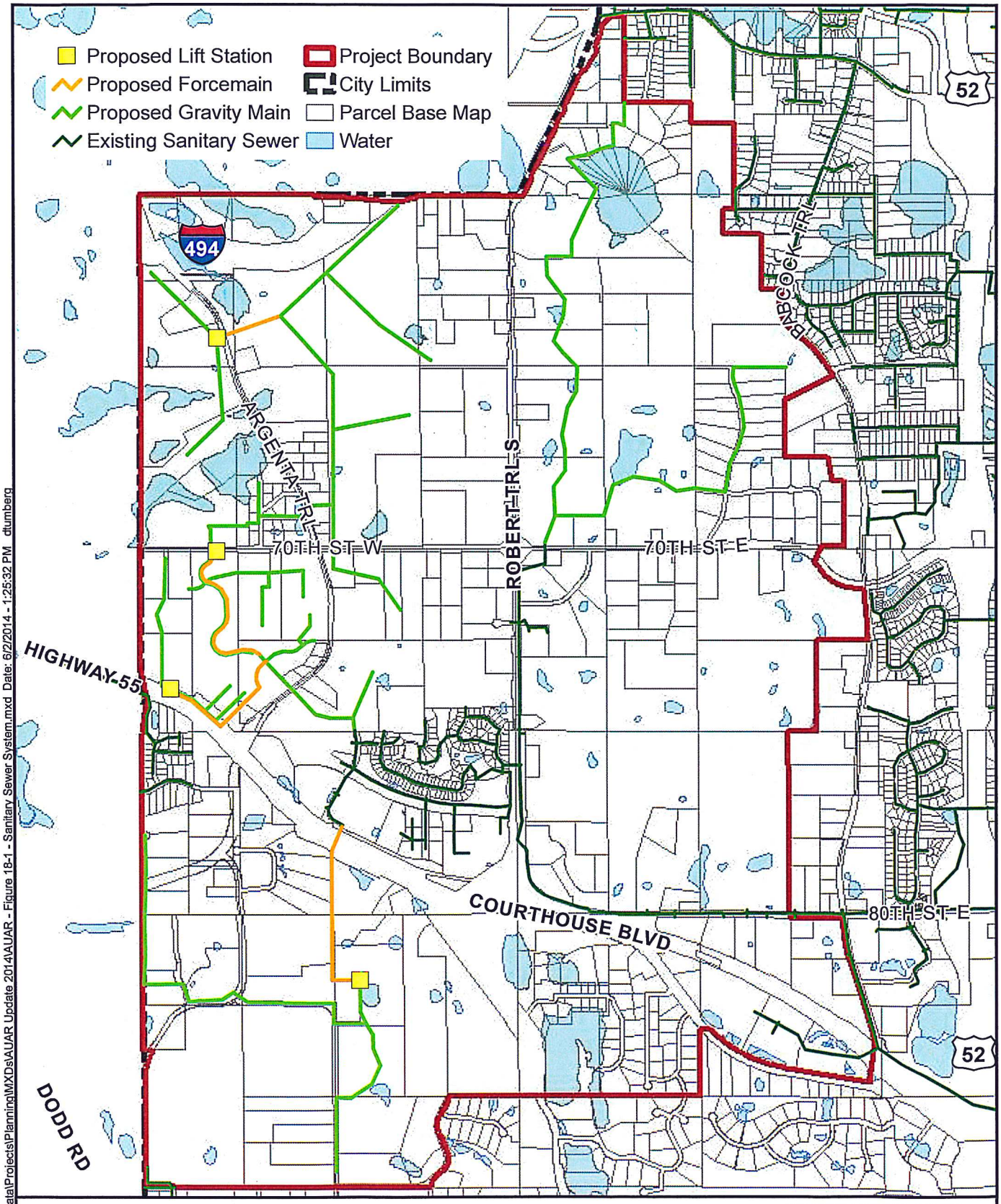
Traffic volumes on CSAH 63 are 3,650 ADT and are anticipated to be 10,000 ADT by the year 2030. The traffic volumes for CSAH 26 are 6,200 ADT and are anticipated to be 16,000 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact Gordon McConnell regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:



City of Inver Grove Heights

Northwest Expansion Area AUAR

SANITARY SEWER SYSTEM

Figure 18-1

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

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M E M O

CITY OF INVER GROVE HEIGHTS

TO: City of Inver Grove Heights Planning Commission

FROM: Allan Hunting, City Planner

DATE: September 29, 2014

SUBJECT: Jim Deanovic (Blackstone) Case No. 14-22PUD
Additional Information and Recommendation

This memo will summarize additional information that has been received and expanded upon since the previous staff memo went out for the September 16 Planning Commission meeting.

1. Comp Plan Amendment to the Transportation Chapter relating to the alignment of Argenta Trail.

There had been some previous discussion about how to address the future alignment of Argenta Trail as it relates to this development action without having the alignment study done. The joint city/county study of Argenta Trail south of 70th is now under way and is expected to be completed by February, 2015. City/County staffs are working on preparing an addendum to the contract work to have the segment north of 70th Street added to the study. This would take an additional 3+ months to complete.

To address the developers time frame, it was suggested that a separate comp plan amendment be processed that would provide a public process to get input on the alignment. It is not known at this time, how much preliminary background information would be available to review alignment impacts. If the Council chooses to address the future alignment through a comp plan amendment, a decision would be made on the placement of Argenta Trail and the Council could approve a plat for Blackstone Ridge. A condition relating to this issue was included with the September 16 packet as condition #30.

2. Alternate Sewer Alignment at 69th Street.

There was discussion at the last meeting that there were a couple of options for the trunk sewer alignment. One route was to follow 69th Street through the Leitch Estates development. This had issues with impacting an exception neighborhood. Another possible route was an alignment on the south side of 70th Street. This option is more costly that the 69th Street option, but could work. It appears that there is more discussion about utilizing the southerly route option. This would eliminate a trunk sewer impact along 69th Street.

There is still the issue of access to the Blackstone Ponds development. As it is currently designed, there is one access from 70th Street and a second heading east, making road connections off the plat utilizing 69th Street. Regardless if the trunk sewer does not go down

69th Street, the issue of two access points to a development must still be addressed. Staff has recommended utilizing 69th Street as the second access onto Argenta Trail. As staff have also stated in the previous report, this involves acquisition of property, or portions of property off the plat. The City Engineer has noted a total 11 properties would be impacted by either the sewer connection or road connection. The Fire Marshal has reviewed this issue and has provided a memo with his recommendations. At the very least, a fire emergency access must be provided. This could connect to Arkansas Avenue and would not extend all the way to Argenta Trail. There are two properties that would still be involved. Whichever sewer routing option might ultimately be approved, there must be means for a second access as part of the plat approval.

3. Parks Plan.

In August this year, the City Council approved a revised parks plan for the Northwest Area. Based on traditional parks radius needs, the plan calls for two larger area parks of 20-25 acres in size and two parks of 5-10 acres. These parks would contain open fields, playground equipment, and athletic fields. A larger scale park is anticipated on property to the northwest of the development. There are no parks anticipated on any of the three parcels. The Parks department is working to purchase park land for a future park on two parcels to the southeast of this site.

4. Revised Blackstone Ridge Plan.

The applicant has submitted a revised plan for Blackstone Ridge. I have done a short review of the plan and make the following comments:

Greenways/Trails

Should have sidewalk at south end cul-de-sac extend to edge of plat for future connection to county trail.
Still recommending a trail connection from north end (65th) through open space and connecting to south end of plat. Can portion go in power line easement? Is there room to get around Basin F-011A?
Sidewalks needed on one side of all local streets.

Open Space

Would like to see updated numbers of open space. Looks like this neighborhood may meet the 75% with 100 foot wide corridors.
Connectivity has improved.

The City Engineer has also reviewed the plans and his comments are contained in the attached memo dated 9/30/14. These comments have been added to condition #2.

5. Location of I-494/Argenta Trail Interchange

The 2010 Regional Roadway Visioning Study (RRVS) developed a long-term roadway vision that was supported by all the participating jurisdictions (the cities of Inver Grove Heights, Eagan, Mendota Heights, Sunfish Lake, Dakota County, MnDOT, Metropolitan Council and the Federal Highway Administration). The City Council adopted the study recommendations via Resolution No. 10-102 on July 12, 2010.

The RRVS considered five alternatives. The recommended alternative resulted in fewer water resources issues and fewer issues concerning social and environmental impact to existing neighborhoods along Delaware Avenue (the western-most location considered in the study). Shifting the location further to the east resulted in spacing concerns with the T.H. 3 interchange. The result was a relatively narrow segment of I-494 that would be considered for a new interchange.

A more detailed analysis will need to be done to fully assess environmental, design and operational issues in accordance with the federal and state environmental regulations that are in place at the time an individual project is developed. All of the study alternatives from the RRVS will be carried forward into these future environmental studies.

In addition to the RRVS, an interstate warrant analysis was completed and submitted to the FHWA. The interchange review committee also determined that the selected alternative satisfies the evaluation criteria and review procedures for a highway interchange request per Appendix E of the Metropolitan Council's 2030 Transportation Policy Plan.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of the Comprehensive Plan Amendment for land use changes and text amendments as listed in the staff report subject to the following conditions:

    1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

    2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

- Approval of a **Rezoning** of the property from A, Agricultural to R-1C/PUD, Single Family Residential and R-3B, Multiple Family Residential subject to the following conditions:

    1. The rezoning shall not become effective until the final plat is approved by the City and recorded with the County. In the event a final plat is not

approved, the rezoning shall become null and void and the zoning of the property shall remain in its current classification.

o Approval of the **Preliminary Plat and Preliminary PUD Development Plan** for a Blackstone Vista, Blackstone Ponds and Blackstone Ridge 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 of Blackstone Vista, Ponds, Ridge	8/14/14
Preliminary Overall Site Plan of Blackstone	8/14/14
Preliminary Revised Blackstone Ridge	9/6/14
Preliminary Open Space Plan of Blackstone	8/14/14
Preliminary Grading and Drainage Plan	8/14/14
Preliminary Overall Utility Plan	8/14/14
Preliminary Landscape Plan	8/14/14
Preliminary Tree Inventory and Preservation Plan	8/14/14
Trail Plan	8/14/14

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. Said plans shall address the comments from the City Engineer Memo dated 9-12-14 and 9-30-14.

3. Drainage and utility easements shall be provided on the final plats as required by the Director of Public Works.

4. When not in city owned outlots, the ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

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 approval by 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 Owner shall be responsible for the maintenance of storm water improvements on such lots.

9. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill

its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional ponds		City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

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 Conservation and Open Space Easement over those portions of the development that are to be retained for required open space. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement 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 identified property in the plat if the responsible party fails to pay the costs. The locations and descriptions of the conservation areas shall be determined with the final plat and final PUD review and approval.

11. 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. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops, or an alternate agreed to by the City Council. The fees as currently estimated are $1,032,972.

13. 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.

14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.

16. 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.

17. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

18. The City is in the process of planning, designing and constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

19. All private streets shall be maintained by the Home Owners Association.

20. 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.

21. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Title 10-13F of the City Code.

22. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandum.

23. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lights shall be paid for and installed by the developer. The street lighting plans shall be approved by the City prior to installation.

24. Separate trail easements shall be granted to the City for the trail system through the development. The City reserves the right to assign the trail easement to Dakota County for the Regional Mendota/Lebanon Greenway. The City/County shall be responsible for the maintenance of the trail and trail easement area.

25. 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.

26. All setbacks standards identified on any of the plans shall reflect a 30 foot rear yard setback and shall be listed in the summary table on those plans.

27. The design of Blackstone Ridge shall be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.

28. The final plat of Blackstone Ridge shall reflect the future alignment of Argenta Trail, as adopted by the City Council and Dakota County.

29. Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed on the plat of Blackstone Ridge.

30. The final design of Blackstone Ridge shall require a street connection to 65th Street and a connection to future Argenta Trail on the west side of the plat roughly just north of the existing wetland. The road connection point shall be subject to approval by Dakota County.

31. The connection point from 69th Street to Argenta Trail would be considered a temporary access by Dakota County. This access point may be required to be modified or abandoned. The final design and decision shall be subject to Dakota County.

32. The final plat of Blackstone Ridge shall be consistent with the City policy of collector streets, as subsequently adopted by the City Council, including right-of-way dedication, construction, and funding.

33. The final plat of Blackstone Ponds is subject to the City approving the design, acquiring rights of way and easements, approving the construction, and identifying funding of the

extension of utilities and a public street, easterly from Blackstone Ponds along 69th Street and onto Blackstone Ridge.

34. The Blackstone project shall be modified to address comments #1-11 from the memo prepared by the Director of Parks and Recreation dated September 10, 2014.

35. Prior to final plat and final PUD approval, the developer shall identify a specific impervious surfaced maximum for each lot. This lot maximum must be listed in table on the approved plans.

36. Prior to final plat and final PUD approval, a parking plan shall be prepared that shows the possible parking areas to determine approximately how many cars could be parked in the Ponds Development.

37. Final plat approval is subject to the City Council ordering a public improvement project to extend trunk water main and trunk sanitary sewer to serve the parcels included in the plat; approving the project plans and specifications for that project; authorizing the acquisition of necessary easements over parcels not included in the plat, for construction of that project and awarding a construction contract for that project; approval of a financing plan for extension of public utilities, including trunk lines, or an alternate agreed to by the City Council.

38. Plat approval is subject to the City ordering public improvement projects and ordering acquisition or condemnation processes to construct and acquire easements for extension of utilities form their current location in the City to the Blackstone Vista Plat and from Blackstone Ponds Plat to the Blackstone Ridge Plat.

39. Plat approval is subject to the City approving a financing plan to construct public improvement projects and acquire easements from the current location of utilities in the City to the Blackstone Vista Plat, and from the Blackstone Ponds Plat to the Blackstone Ridge Plat.

40. Plat approval is subject to the City approving bond financing or other means of financing to pay for the extension of trunk utilities to serve the plats.

41. Plat is subject to the City ordering a public improvement project and ordering acquisitions or condemnation processes to acquire and construct a street connection segment or multiple street connection segments from the Blackstone Ridge Plat to existing Argenta Trail.

- **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

There are benefits to the City in approving the project.

- Opens up other areas of the city to develop with sewer and water. This creates opportunities for land on the west side of 70th Street where none exist at the moment.

- Provides a catalyst for future expansion and development. Can jump start development with a trunk line extension.

There are also a number of unresolved issues.

There are a number of decisions relating to trunk sewer and road expansions that Council has yet to address. Some of them include:

- Proceed with final design on the utility extension. Project already approved, waiting for preliminary plat approval including authorizing acquisition/condemnation for utility easements (including Peltier and lot in Leitch Estates, or in the alternative, Peltier and properties on the south side of 70th Street.
- Approve bonds for utility construction.
- Indentify funding for connection fee shortages.
- Authorize acquisition/condemnation of connecting road easements for the plats (includes two streets that extend east from existing Argenta Trail to the Ridges plat and one street extending east from the Ponds to the Leitsch Estates streets).
- Approve collector street policy (addressing street design, ROW dedication/acquisition/condemnation, construction, responsibilities and funding.
- Approve amendment to the Transportation Element of the Comprehensive Plan (designed to identify future alignment of Argenta Trail, north of 70th Street).
- Identify funding for Argenta Trail Construction.

The proposed project presents a number of challenges for the City to resolve such as Utility extension, collector and regional roadway plans and impacts to the exception neighborhood.

Staff offers the following recommendation options for the Planning Commission:

1. Approve the entire request with conditions as listed.
2. Deny the request, or portions thereof, since the development could be considered premature and should await;
    a. The City/County adoption of the Argenta Trail alignment study for that segment of Argenta Trail lying north of 70th Street.
    b. The City adoption of:
        i. Final utility design of the extension of utilities from its current terminus to the Blackstone plats
        ii. Identification of easements
        iii. Acquisition/condemnation of the easements
        iv. Approval of financing plan
        v. Awarding of contract
    c. The City adoption of a Collector Street Policy that addresses feasibility studies, right of way acquisition and dedication, construction, and funding.

d. The City adoption of:
    i. Final design of utilities and roads from the Blackstone Ponds to Blackstone Ridges
    ii. Identification of easements
    iii. Acquisition/condemnation of easements
    iv. Approval of financing plan
    v. Awarding of contract

3. Recommending approval of all three plats or approving, tabling or denying portions.

STAFF RECOMMENDATION

Staff recommends approval of the three phases of the development with the conditions listed and subject to subsequent decisions being made by the City Council of those unresolved issues.

I have copied the original Alternatives section of the staff report from September 16 that outlines all of the requested actions. I have made two changes to the list of conditions for preliminary plat and PUD plan. Old condition #20 was a repeat of #37 which addresses parking in the Ponds development. I have added the revised Blackstone Ridge to the list of approved plans.

ATTACHMENTS

Revised Blackstone Ridge Plan
Memo from Fire Marshal
Northwest Area Parks Plan
City Engineer Memo dated 9/30/14 with attachments

CONCEPT SKETCH DATA

LOT STANDARDS

65' SOUTH HALF/75' NORTH HALF WIDE SINGLE FAMILY (FLEXIBLE W/PUD)
MIN. FRONT YARD SETBACK = 25'
MIN SIDE YARD SETBACK=10', 5'
MIN. CORNER YARD SIDE SETBACK = 15'
MIN. REAR YARD SETBACK = 30'

WETLANDS:
WETLAND BUFFER =DEPENDENT ON CLASS
BUFFER SETBACK= DEPENDENT ON CLASS

EXISITING ZONING: A, Agricultural

COMPREHENSIVE PLAN: Low Density 1.5 to 5.9

PROPOSED ZONING: Residential PUD

NORTH

100 50 0 50 100 200
SCALE IN FEET

BLACKSTONE RIDGE 1920-006

ACE IN THE HOLE
NO ADDRESS
INVER GROVE HEIGHTS, MN
20006000510

ACE IN THE HOLE
XXXX ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060025013

ACE IN THE HOLE
XXXX ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060052011

CHAD AND CHRISTINE HAGMAN
6710 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060054020

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6720 ARGENTA TRL W
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200060054070

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200060054100

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6720 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060054070

JAMES MCBRIDE
6818 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060054010

THEODORE KASEL
6854 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060055020

DANIEL K CEJKE
6954 GROVE CREST CIR W
INVER GROVE HEIGHTS, MN
200060055030

REBECCA J KETCHAM
6922 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060055040

PAMELA K BRUST
6970 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
200060055050

GLEN L SACHS
1400 70TH ST W

LAWRENCE J & LINDA FLANNERY

FUTURE TRAIL WITH CO ROAD 70 CONSTRUCTION

...ITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT ... ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY ...GES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

...G NAME	NO.	BY	DATE	REVISIONS
...FFERS	01	DLS	07/07/2014	REVISE PLANS
...N BY	02	DLS	09/05/2014	REVISE SITE PLAN
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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L Schmidt
Name, P.E. ... 20117

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
—
INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH
BLACKSTONE RIDGE
JIM DEANOVIC

FILE NO.
1920-006
SP1
SP1

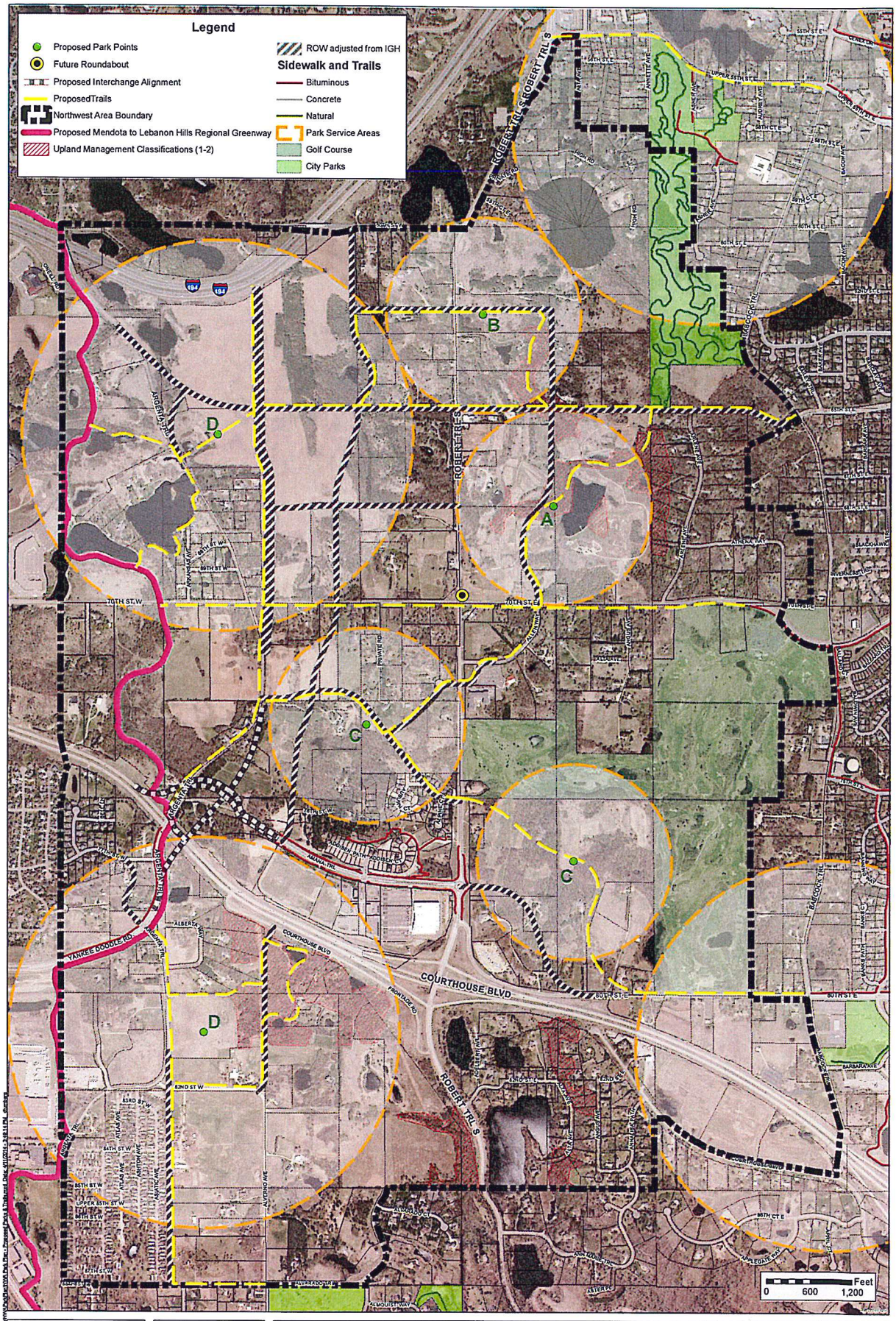
Allan Hunting

From: Jeff Schadegg
Sent: Friday, September 19, 2014 4:36 PM
To: Allan Hunting
Cc: Tom Link; Judy Thill
Subject: RE: Deanovic - Blackstone PUD Development Proposal

Allan,

Thanks for the note regarding this issue and for meeting with me late today. As discussed, yes we need to have another emergency access point for the Blackstone Ponds Addition. It appears the best option would be to connect on the east to Arkansas Avenue. If there is a concern from the existing neighborhood a gate could be provided at the edge of the development.

Regarding Blackstone Ridge, the development plan as submitted only has one access point from Argenta Trail and another from 70th Street that I understand will not be allowed by the County. The proposal should be reworked to show multiple connections to existing rights of way in the area for future connection and at least two access points at the time of development.



Northwest Area Park Plan
Proposed Parks & Trails

City of Inver Grove Heights, MN

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MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, P.E.
City Engineer

DATE: October 1, 2014

SUBJECT: Review of Blackstone Development

The City has been reviewing the PUD application for the Blackstone Development project proposed by Mr. Deanovic. This development consists of three areas as following:

1. Blackstone Vista
2. Blackstone Ponds
3. Blackstone Ridges

The City Engineering review was previously submitted with the Planning Commission's agenda packet for their meeting on September 16, 2014. This memo will address some questions received by the Planning Commission as well as a new concept submittal for Blackstone Ridge.

A) Blackstone Ridge Concept
Dated June 9, 2014 with revision date of September 5, 2014 was received by the Engineering Division on September 23, 2014 following engineering comments prepared for the September 16, 2014 Planning Commission meeting. A copy of this concept plan is attached.

The concept plan was provided to respond to comments related to stormwater regional basin impact, lack of access to planned Northwest Area collector roads such as Argenta Trail, 65th Street and 67th Street. It also modified curves to meet the City's 30 mph design criteria.

1. Regional Basin Impacts

   - This September 23, 2014 submittal has improved the developer's efforts to minimize impacts to the regional basins. It still does not meet the requirements of the NWA guidelines that protect the basins. The City's water resources consultant, EOR, has prepared an overlay map of the new concept onto the regional basin map. A copy is included with this memo. There are some minor impacts on three street right-of-ways which could be minimized by using retaining walls on the project grading plan at the following locations: (a) Pond F-013, (b) Pond F-0116 and (c) F-011a. Note there are minor basin impacts on up to five lots on Pond F-008a that can also be minimized with retaining walls.
   - A review of the cul-de-sac lots near Basin F-011b indicates that modifying two lots northwest of this basin by shifting a common lot line may significantly reduce impacts in that basin with a retaining wall and a radial lot line.
   - At basin F-011a there are up to four lots that affect this regional basin to the southeast and two lots that are impacting the basin to the northeast. As a minimum, a 20 foot setback with a 20 foot backyard with a retaining wall would have to be considered to minimize regional basin impacts. If these lots are

approved, the developer shall provide information to the City, defining the basin impacts and provide sufficient engineering data to illustrate the developer's plans to create new basins to offset the regional basin impact. This includes, but is not limited to, geotechnical investigation on soils and infiltration rates, grading plans indicating soils are suitable for home construction on the lots and hydrologic studies providing adequate storm water facilities.

- The installation of developer BMPs (tan areas on the concept plan) is useful for providing a treatment train; however the BMPs should be outside the regional basins footprint.

2. Collector Streets

- The new concept has addressed the 30 mph design criteria.
- It proposes a connection to 65th Street; however, it is unknown whether this point will meet access spacing guidelines.
- A proposed connection to Argenta Trail at 67th Street appears close to the location discussed with Dakota County; however, the County will need to complete their review of the Argenta Trail alignment.
- A 69th Street connection to Argenta Trail is illustrated; however Dakota County will need to complete their Argenta Trail study.
- Note that this developer's concept, as submitted, assumes that the City and County will consider the future Argenta Trail alignment west of the existing power lines. This will require completion of Dakota County's study on the Argenta Trail alignment and County and Council concurrence.
- Any access to 70th Street (CSAH 26) needs approval by Dakota County.
- Overall, the concept has made some progress in providing access for the development, but it is not in full compliance with the City's NWA Collector Street Plan.

B) Blackstone Ponds

The City's water resources consultant (EOR) has reviewed the regional basin F-002 on Outlot C of this development. They have set the flood levels on this regional basin accordingly. Attached is a copy of an exhibit prepared to illustrate the regional basin impact. It appears feasible to allow the construction of the six-plex labeled "3" on 69th Street if the developer provides engineering data to mitigate the area of the regional basin impact. This mitigation would be provided by excavating additional capacity within the Outlot C area.

C) Planning Commission Comments

The Planning Commission has provided several comments that need clarification. The Planning Department is addressing the majority of the comments. The following outline the engineering related items:

- Can the sewer and water trunk lines be on the Xcel power line easement?

  The City has contacted Xcel seeking an answer. It is assumed that sewer depths in the range of 35 to 50 feet deep are not compatible with the power lines due to the trench excavation. It is assumed these trunk utilities will follow proposed road alignments.

- The City's NWA Trunk Utility study outlined an alignment on 69th Street. It also identified an option of following an alignment south of 70th Street (referred to as 71st). What challenges exist on the alignments?

  (a) 69th Street has three parcels that would be affected by the utility easements on this alignment. The City has right of way in 69th Street from Arkansas to Argenta Trail which would be used. This alignment has the lowest construction cost. An estimated 18,000 SF of new right-of-way would be needed.

  (b) 71st Street alignment is longer than the other option. The City would need to secure easements for the entire length which includes at least three larger parcels. More ROW costs are anticipated based on info provided by Bolton and Menk. An estimated 126,000 SF of additional right-of-way would be needed. The construction cost is higher due to deeper sewers on a longer alignment.

- Can Argenta Trail be something other than the future 6 lane road?

  Phasing of Argenta Trail may be an outcome of Dakota County's Study; however, the City and County need to preserve a 200 foot corridor for the future.

- Question concerning the proposed interchange at I-494

  The 2010 Regional Roadway Visioning Study (RRVS) developed a long-term roadway vision that was supported by all the participating jurisdictions (the cities of Inver Grove Heights, Eagan, Mendota Heights, Sunfish Lake, Dakota County, MnDOT, Metropolitan Council and the Federal Highway Administration). The City Council adopted the study recommendations via Resolution No. 10-102 on July 12, 2010.

  The RRVS considered five alternatives. The recommended alternative resulted in fewer water resources issues and fewer issues concerning social and environmental impact to existing neighborhoods along Delaware Avenue (the western-most location considered in the study). Shifting the location further to the east resulted in spacing concerns with the T.H. 3 interchange. The result was a relatively narrow segment of I-494 that would be considered for a new interchange.

  A more detailed analysis will need to be done to fully assess environmental, design and operational issues in accordance with the federal and state environmental regulations that are in place at the time an individual project is developed. All of the study alternatives from the RRVS will be carried forward into these future environmental studies.

  In addition to the RRVS, an interstate warrant analysis was completed and submitted to the FHWA. The interchange review committee also determined that the selected alternative satisfies the evaluation criteria and review procedures for a highway interchange request per Appendix E of the Metropolitan Council's 2030 Transportation Policy Plan.

- Would each of the three area of Blackstone Development stand on its own regarding the stormwater manual?

  (a) Blackstone Vistas has the ability to meet the stormwater manual requirements on its own

  (b) Blackstone Ponds has the ability to meet the stormwater manual requirements with minor mitigation of regional basin impacts

  (c) Blackstone Ridge as currently proposed (9-23-14) has made progress in meeting the manual; however it has significant issues as outlined in this memo

- The question related to regional basin impacts is summarized earlier in this request. While the developer has made progress with the new concept. There is a need for the Planning Commission to consider approval items as part of the preliminary PUD. These include:

  (a) Will the PUD allow impacts as illustrated with appropriate mitigation design approved by the City Engineer?

  (b) Will the PUD allow 20 feet setbacks for homes in regional basin impact lots?

  (c) Will the PUD require modification of the two cul-de-sac lots?

  (d) Will the PUD allow construction of developer BMPs in the regional basins?

This review memo should be incorporated into any PUD approval by reference

TJK/kf
Attachments: Concept Plan
NWA Regional Basin Map (9-25-14)
NWA Regional Basin Map (9-15-14)

cc: Scott D. Thureen, Public Works Director
J. Deanovic, Developer
Dan Schmidt, Sather/Bergquist

120' | 50' | 20' Yard
Set Back

Typical @ Reg. Basin Impact

Reg. Basin

- Need Water Budgets To Protect Wetlands

Regional Basins Approx.

CONCEPT SKETCH DATA

LOT STANDARDS

65' SOUTH HALF/75' NORTH HALF WIDE SINGLE FAMILY (FLEXIBLE W/PUD)
MIN. FRONT YARD SETBACK = 25'
MIN SIDE YARD SETBACK=10', 5'
MIN. CORNER YARD SIDE SETBACK = 15'
MIN. REAR YARD SETBACK = 30'

WETLANDS:
WETLAND BUFFER =DEPENDENT ON CLASS
BUFFER SETBACK= DEPENDENT ON CLASS

EXISITING ZONING: A, Agricultural

COMPREHENSIVE PLAN: Low Density 1.5 to 5.9

PROPOSED ZONING: Residential PUD

100 50 0 50 100 200
SCALE IN FEET

Basin EA-011
OUTLOT D Area : 222280 s.f.
OUTLOT E Area : 46837 s.f.
BASIN #2 HWL 933.5 HWL 930.4
BASIN #1 HWL 933.3
Basin F-011B EOR HWL 931.2
Basin F-013F
Basin F-011A
WETLAND 1.1 acres
WETLAND 0.8 acres
Basin F-008A
OUTLOT G Area : 104526 s.f.
OHW=936.79
Parcels 75' Area : 912745 s.f.

ACE IN THE HOLE
NO ADDRESS
INVER GROVE HEIGHTS, MN
20006000501O

ACE IN THE HOLE
XXXX ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006002501 3

ACE IN THE HOLE
XXXX ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005201 1

CHAD AND CHRISTINE HAGMAN
6710 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005402O

MARK AND MARIA
6714 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005405O

JAMES A ABBOTT
6720 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005407O

JAMES A ABBOTT
6720 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005410O

JASON AND GAIL REDEKER
6760 ARGENTA TRL W
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BRYAN P ZAHN
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20006005401O

THEODORE KASEL
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20006005502O

DANIEL J KRSEN
6912 ARGENTA TRL W
INVER GROVE HEIGHTS, MN
20006005550

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6922 ARGENTA TRL W
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PAMELA K BRUST
6970 ARGENTA TRL W
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GLEN L SACHS
1400 70TH ST W

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FUTURE TRAIL WITH OR ROAD IN CONSTRUCTION

BLACKSTONE RIDGE 1920-006

TJK 9/23/14

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE JEFFERS	01	DLS	07/07/2014	REVISE PLANS
DRAWN BY	02	DLS	09/05/2014	REVISE SITE PLAN
CAW				
CHECKED BY				
DLS				
DATE				
06/06/14				

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Daniel L Schmidt
Name, P.E.
Date: 08-09-2014 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. —

INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH
BLACKSTONE RIDGE
JIM DEANOVIC

FILE NO. 1920-006

SP1 / SP1

Date: 9/25/2014 Time: 2:19:42 PM Author: ejensen
Document Path: X:\Clients_Municipal\095_Inver_Grove_Heights\0041_Update_Regional_Basins_Map\09_GIMS_ProjectName\GIS\basin2014_BlkstRidge.mxd

EOR water ecology community

Legend

- Watershed
- Catchment Area
- Wetland
- Catchment Flow Direction
- Existing Water Bodies
- Parcel
- Development Area

Overflow

- Overland Flow (low)
- Overland Flow (high)
- Eixting Culvert
- Undocumented Existing Culvert
- Future Pipe Outlet
- Potential Pipe and/or Lift Station

Proposed Basin by Overflow Catagory

- Category 1
- Category 2
- Category 3

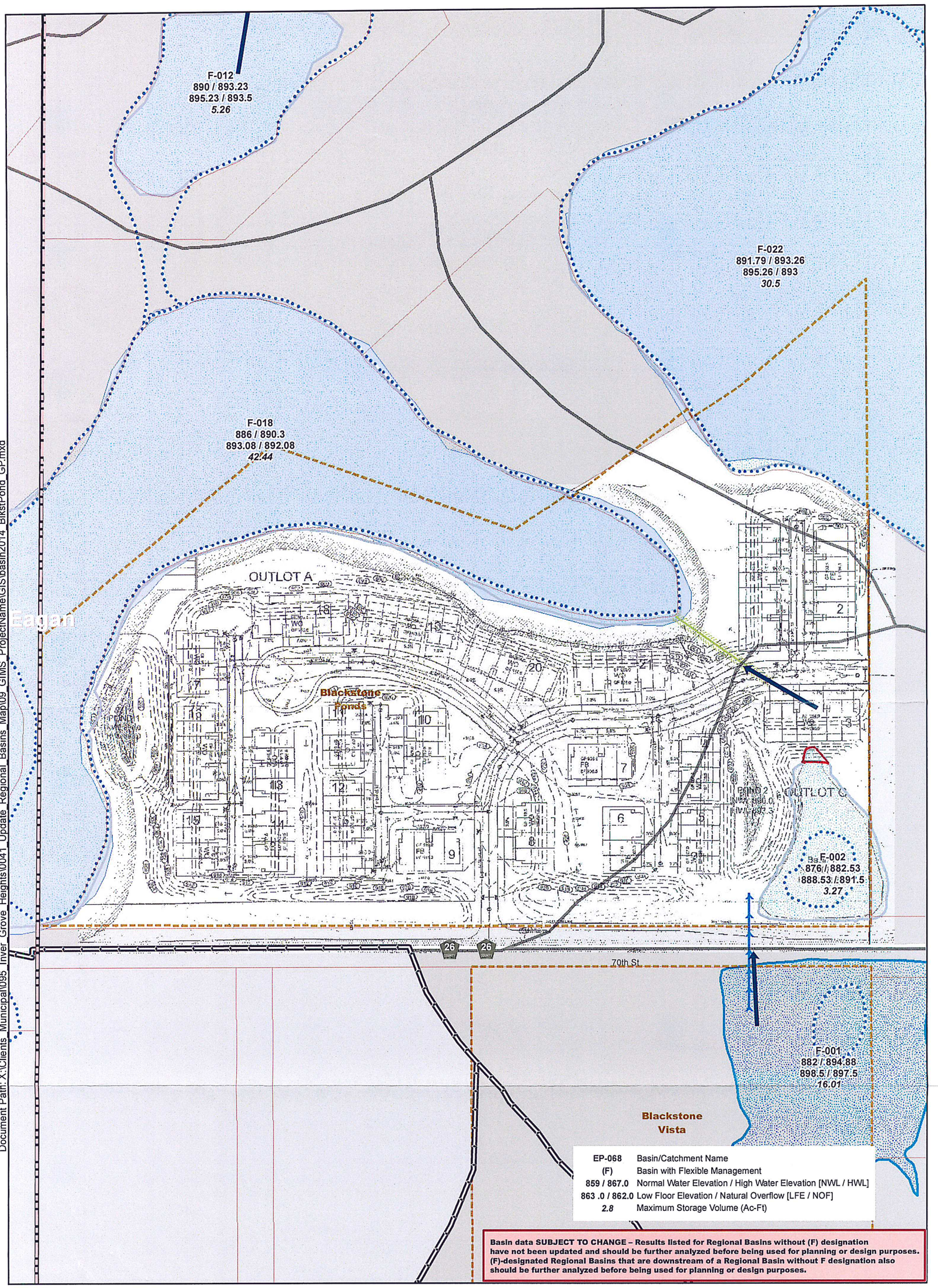
Data Sources:
City of Inver Grove Heights
Emmons & Olivier Resources, Inc.
Minnesota Department of Natural Resources
Metropolitan Council
Minnesota Department of Transportation
BRAA's Natural Resource Inventory 2003

Inver Grove Heights, MN
NWA Regional Basin Map
Blackstone Ridge

DRAFT

Sept 25, 2014

Feet
0 200 400



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EP-068	Basin/Catchment Name
(F)	Basin with Flexible Management
859 / 867.0	Normal Water Elevation / High Water Elevation [NWL / HWL]
863 .0 / 862.0	Low Floor Elevation / Natural Overflow [LFE / NOF]
2.8	Maximum Storage Volume (Ac-Ft)

Basin data SUBJECT TO CHANGE – Results listed for Regional Basins without (F) designation have not been updated and should be further analyzed before being used for planning or design purposes. (F)-designated Regional Basins that are downstream of a Regional Basin without F designation also should be further analyzed before being used for planning or design purposes.

EOR water ecology community

Legend

- Catchment Area
- Wetland
- Catchment Flow Direction
- Existing Water Bodies
- Parcel
- Watershed
- Development Area

Overflow

- Overland Flow (low)
- Overland Flow (high)
- Eixting Culvert
- Undocumented Existing Culvert
- Future Pipe Outlet
- Potential Pipe and/or Lift Station

Proposed Basin by Overflow Catagory

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Data Sources:
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Minnesota Department of Natural Resources
Metropolitan Council
Minnesota Department of Transportation

Inver Grove Heights, MN
NWA Regional Basin Map
Blackstone Ponds

DRAFT

Sept 15, 2014

0 Feet 200

Members of the Inver Grove Heights Planning Commission,

As residents of the Leitch Estates neighborhood, we are extremely concerned by the Blackstone development plan proposed around the Argenta Trail/Co Rd 26 intersection.

Most troubling is the proposed realignment of Argenta Trail by Mr. Deanovic to the west side of the power line easement and through the east side of Leitch Estates. The possibility of the loss of our homes, our neighbor's homes and potential effect upon our property values is shocking - not only is this placement different than the recommended placement of the realigned Argenta Trail that was outlined by both the Regional Roadway System Visioning Study in 2010 and the Northwest Expansion Area Collector Street System Plan in 2012 after a significant investment of time, money, public input and presentation to the public, it also contradicts the City's policy to "focus on preservation and maintenance of existing neighborhoods" as stated in the City's Comprehensive Plan of 2010. It additionally appears to contradict the City's policy to "require that future street alignment fit the contours of the natural landscape".

Very closely related to this issue is the fact that there is currently no official plan for an interchange to be installed on either Interstate 494 or Hwy 55. While we fully understand why the City might choose to subscribe to the theory of "if you build it, they will come" with regards to building a road before an interchange is approved, it would truly be an embarrassment for the city and an immense waste of limited public resources to have a 6 lane road to nowhere if the Federal Highway Administration and MnDot were to not approve an interchange with 494 or HWY 55.

The proposed extension of 69th Street with utilities underneath is also quite troubling. The proximity of wetlands on both sides of 69th where it currently intersects Argenta, combined with safety concern of its proximity to Co Rd 26 and the fact that private property would have to be seized to enable its construction hardly seems to make it a legitimate option. Instead, it truly would be a destructive "solution" to the problem of getting utilities to the entire proposed Blackstone development.

Finally, the Comprehensive Plan of 2010 also includes a policy to "Insure that new development areas are compatible in size and scale with existing, adjacent neighborhoods." The proposed Blackstone Pond development with its tightly packed townhomes is the antithesis of the size and scale of the existing Leitch Estates neighborhood. The Vista and Ridge developments, with their multiple units per acre, are hardly an improvement in their compatibility with the current neighborhood.

Overshadowing this whole report is the fact that there is no funding in place for any of these expansions of roads and utilities. The precedent the City of Eagan has set with assessments for the financing of road and utilities for the failed orphanage to the southwest of the proposed Blackstone development is still very fresh in all of our minds. We hope that it can serve as an example of how to not treat the existing residents of an area.

While we fully realize that development of the area in the future is unavoidable, we feel that the burden of providing space and resources for the expansion of utilities and roadways for future development should not fall upon the existing residents. The City appeared to agree with that stance when they classified our neighborhood as exempt from sanitary sewer and water. As the immediate stakeholders in this area, we can't help but feel that we would have been deceived with regards to both the sewer/water issue and the Argenta realignment should the Blackstone development be approved.

These concerns, coupled with the 42 conditions outlined by the City in the Planning Report for Case 14-22PUD and the issues brought forth in the letters and memos from the County, the Director of Parks and Recreation, and multiple consultants hired by the City highlight the prematurity and potential unsuitability of these plans proposed by Mr. Deanovic.

Respectfully,

Residents of Leitch Estates

Mark Van 6660 Argenta
Neil Redeker 6780 Argenta Trail
6660 Argenta Tr
6854 Argenta Trail
Kay Kasel 6854 Argenta Trail
Nicole Abbott 6720 Argenta Trail
6720 Argenta Trail
Jim Abbott 6720 Argenta Tr. I.G.H.
Marsha Heese 6736 Argenta Tr
BRYAN ZAHN 6714 ARGENTA TRAIL
6714 Argenta Trail
Dennis & Jamie Wolfe 6742 Argenta Trl.

Jason Redeker 6780 Argenta TRL
1720 70th Street W.
Maria Gillespie
Mark Gillespie
6712 Argenta T
Chad Hagman
6710 Argenta trail
Christine Hagman
6710 Argenta Trail
Dan Kranz
6912 Argenta tr.
Dawn Larson f/James McBride 6818 Argenta

AGENDA ITEM 7E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve the Execution of Assessment Waiver Agreements, Accept Petition, Order the Project, Accept the Quote, and Award the Contract for City Project No. 2014-16 – Bechtel Avenue Backyard Drainage Improvements

Meeting Date:	October 13, 2014
Item Type:	Regular
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:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: 444 Fund, Assessments, Other

PURPOSE/ACTION REQUESTED

Consider authorizing execution of assessment waiver agreements with seven property owners, accept their petition for the project, order the project, accept the quote, and Award the Contract for City Project No. 2014-16 – Bechtel Avenue Backyard Drainage Improvements

BACKGROUND

The City has been contacted by Bechtel Avenue residents of a recurring drainage issue in their backyard area. They have asked the City to install a drainage improvement project. The City Council reviewed the project at its September 22, 2014 meeting and authorized staff to secure execution of assessment waiver agreements for $3,704.16. Staff also obtained a quote from M & J, Inc. to install a storm water facility in the amount of $6,895.00 to address the backyard drainage concerns. Staff has received signed waiver agreements from seven of the residents. The various meetings and signed waiver agreements is considered a petition for the improvement. All seven owners have agreed to cover the amount shown in their agreements. The owner at 8488 will not be assessed because the owner at 8566 negotiated an agreement to cover an additional $201.00 cost. This represents the amount that would have been assessed to 8488 if the agreement had not been negotiated. This is reflected in the signed waiver agreement for 8566.

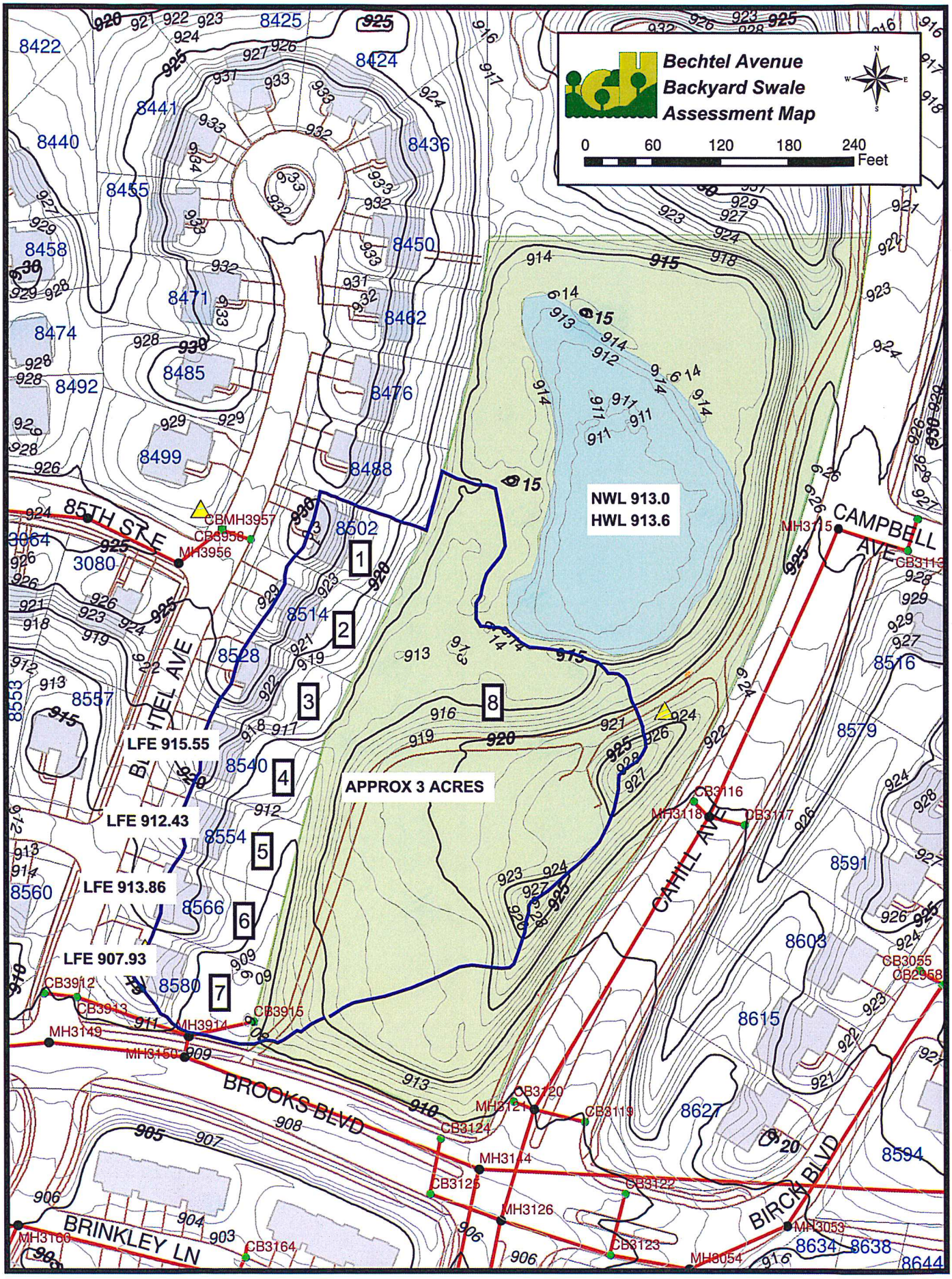
The final system being proposed is a drain tile storm sewer extension and infiltration trench. The system provides the availability for sump pump hook-up at the resident's expense.

Cost sharing options were reviewed. The City would be responsible for $3,190.84 of the project cost and it would be funded by the 444 Fund. The residents will fund the remaining $3,704.16 as outlined in their assessment agreement. The City will provide in-house engineering services and the City Attorney's expenses are proposed to be addressed through the Engineering Division attorney budget. The City Attorney drafted the assessment waiver agreement.

It is recommended that the Council approve the execution of assessment waiver agreements. It is also recommended that the Council approve the resolution ordering the project and accepting the resident's petition based upon the waiver agreements. The resolution also approves the improvement plan, accepts the quote, and awards the contract for City Project No. 2014-16 – Bechtel Avenue Backyard Drainage Improvements with authorization to use 444 funds estimated in the amount of $3,190.84. The City Council should also recognize that this project does not require Planning Commission review because the project is consistent with the Comprehensive Plan and the Storm Water Management Plan for this development.

TJK/kf

Attachments:
- Assessment map
- M & J Services, September 25, 2014 quote
- Gartzke Construction, September 2, 2014 quote
- Preliminary assessment table
- Signed resident assessment waiver agreements
- Resolution


Bechtel Avenue
Backyard Swale
Assessment Map
0 60 120 180 240
Feet
NWL 913.0
HWL 913.6
APPROX 3 ACRES
LFE 915.55
LFE 912.43
LFE 913.86
LFE 907.93
85TH ST E
BECHTEL AVE
BROOKS BLVD
BRINKLEY LN
CAMPBELL AVE
CAHILL AVE
BIRCH BLVD
1
2
3
4
5
6
7
8

M&J SERVICES

6775 Cahill Avenue #205
Inver Grove Heights, MN 55076

Mark Trog (651) 775-0485

To: **City of Inver Grove Hts.**
8150 Barbara Ave.
Inver Grove Hts. MN 55076

Attn: Nick

date	description	unit	# of units	unit price	item subtotal
	Quote to install backyard drain system				
	from catchbasin located at the south west				
	corner of Arbor park 179 lf north				
	including 6" hdpe draintile , rock trench				
	1.5 ft deep and 2 lf wide,sodding and				
	repair of sprinkler systems				
	total base bid	ls	1	$6,265.-	$6,265.-
	alt bid				
	4- 6x6 tees				
	30 lf 4 "pvc				
	4- sump baskets				
	total alt. bid	ls	1	$630.00	$630.00
	Grand total				$6,895.00

Received
9-25-2014
DK

GARTZKE CONSTRUCTION, INC.

2177 Highland Drive Hastings, MN 55033
cell (Chuck): 612-414-8618; cell (Steve): 612-386-3179; office: 651-437-8760

To: **City of Inver Grove Hts.**
8150 Barbara Ave.
Inver Grove Hts. MN 55076

quote # 262

Attn: Nick

date	description	unit	# of units	unit price	item subtotal
9/2/2014	Quote to install backyard drain system				
	from catchbasin located at the south west				
	corner of Arbor park 179 lf north				
	including 6" hdpe draintile , rock trench				
	1.5 ft deep and 2 lf wide,sodding and				
	repair of sprinkler systems				
	total base bid	ls	1	$10,900.00	$10,900.00
	alt bid				
	3- 6x6 tees				
	30 lf 4 "pvc				
	3- sump baskets				
	total alt. bid	ls	1	$300.00	$300.00
	Grand total				**$11,200.00**

PREPARED BY: NWH

DATE: October 9, 2014

PROJECT NO. 2014-16
PRELIMINARY ASSESSMENT ROLL FOR BECHTEL AVENUE DRAINAGE IMPROVEMENTS
ORIGINAL OPTION WITH 4 SUMP BASKETS

MAP NO.	PID NO.	NAME	ADDRESS	MAIN ASSESSMENT	SUMP BASKET REQUESTED	SUMP BASKET ASSESSMENT	TOTAL ASSESSMENT
1	205487001070	THOMAS R & DEBORAH A JOHNSON	8502 BECHTEL AVE	$ 378.06			$ 378.06
2	205487001060	CAERL J & JEANNE M LOJOVICH	8514 BECHTEL AVE	$ 384.06			$ 384.06
3	205487001050	DAVID R & CATHLEEN A SKRYPEK	8528 BECHTEL AVE	$ 426.96			$ 426.96
4	205487001040	ANTHONY G & BRIDGET SUTTON	8540 BECHTEL AVE	$ 402.18	yes	$ 157.50	$ 559.68
5	205487001030	DEAN O & HEATHER L SMITH	8554 BECHTEL AVE	$ 401.64	yes	$ 157.50	$ 559.14
6	205487001020	DEBORAH A HANSEN	8566 BECHTEL AVE	$ 609.24	yes	$ 157.50	$ 766.74
7	205487001010	STEPHEN O & MARY J HEASLEY	8580 BECHTEL AVE	$ 472.02	yes	$ 157.50	$ 629.52
8	205487000010	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	$ 3,190.84			$ 3,190.84
				$ 6,265.00		$ 630.00	$ 6,895.00

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $766.74 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-020
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Deborah A. Hansen, a single person (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $766.74.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $766.74, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $766.74 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $766.74 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $766.74.

3. With respect to the special assessment of $766.74 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $766.74 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $766.74 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: Deborah A. Hansen
Deborah A. Hansen

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the 9th day of October, 2014, by Deborah A. Hansen, a single person.

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

Kathleen J. 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, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 2, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-020

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $384.06 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-060
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Carl J. Lojovich and Jeanne M. Lojovich, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $384.06.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $384.06, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $384.06 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $384.06 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $384.06.

3. With respect to the special assessment of $384.06 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $384.06 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $384.06 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____
Carl J. Lojovich

By: _____
Jeanne M. Lojovich

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the 3rd day of October, 2014, by Carl J. Lojovich and Jeanne M. Lojovich, husband and wife.

ELIZABETH H O'BRIEN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2017

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 6, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-060

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $711.60 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-050
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and David R. Skrypek and Cathleen A. Skrypek, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $711.60.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $711.60, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $711.60 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $711.60 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $711.60.

3. With respect to the special assessment of $711.60 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $711.60 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $711.60 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: David R. Skrypek
David R. Skrypek

By: Cathleen A Skrypek
Cathleen A. Skrypek

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the 6th day of October, 2014, by David R. Skrypek and Cathleen A. Skrypek, husband and wife.

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

Kathleen J 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, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 5, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-050

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $629.52 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-010
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Stephen O. Heasley and Mary J. Heasley, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $629.52.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $629.52, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $629.52 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $629.52 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $629.52.

3. With respect to the special assessment of $629.52 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $629.52 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $629.52 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____
Stephen O. Heasley

By: _____
Mary J. Heasley

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the 1st day of October, 2014, by Stephen O. Heasley and Mary J. Heasley, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 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, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 1, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-010

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $559.14 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-030
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Dean O. Smith and Heather L. Smith, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $559.14.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $559.14, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $559.14 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $559.14 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $559.14.

3. With respect to the special assessment of $559.14 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $559.14 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $559.14 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

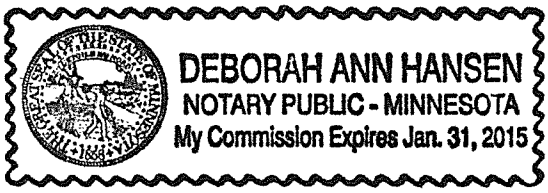
LANDOWNER

By: _____
Dean O. Smith

By: _____
Heather L. Smith

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the 1st day of Oct, 2014, by Dean O. Smith and Heather L. Smith, husband and wife.



_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 3, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-030

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $378.06 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-070
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Thomas R. Johnson and Deborah A. Johnson, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $378.06.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $378.06, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $378.06 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $378.06 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $378.06.

3. With respect to the special assessment of $378.06 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $378.06 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $378.06 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____
Thomas R. Johnson

By: _____
Deborah A. Johnson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of October 2, 2014, by Thomas R. Johnson and Deborah A. Johnson, husband and wife.

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, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 7, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-070

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
IN THE AMOUNT OF $559.68 RELATING TO
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NO. 20-54870-01-040
FOR PROJECT 2014-16 BECTHEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

THIS WAIVER OF ASSESSEMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 22nd day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Anthony G. Sutton and Bridget M. Sutton, husband and wife (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, the City Council of Inver Grove Heights ("City Council") is considering whether to order and construct Project 2014-16 Bechtel Avenue Backyard Drainage Improvements ("Project"). The Project involves the construction of a drain tile storm sewer extension and infiltration trench and the installation of sump pump boxes within a drainage area in the backyards of lots along Bechtel Avenue.

WHEREAS, the City Engineering Department has investigated and studied the scope of the Project, the engineering feasibility of the Project, the estimated cost of the Project and the feasibility of financing the Project through special assessments.

WHEREAS, the City's analysis and reports have been shared with and transmitted to the landowners whose properties will be benefitted by the Project.

WHEREAS, the Project is proposed to be specially assessed against parcels that are either tributary to or abutting or served by the improvements.

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described on the attached Exhibit A and having the tax parcel identification number shown on Exhibit A (hereafter referred to as the "Property").

WHEREAS, The Property is subject to the special assessments proposed as part of the Project.

WHEREAS, The City and Landowner have discussed the amount of the special assessment that the City proposes to levy against the Property and have discussed the basis of that proposed levy.

WHEREAS, by this Agreement, the parties desire to agree as to the amount of the proposed special assessments.

WHEREAS, the City is willing to specially assess the Property at an amount not to exceed $559.68.

WHEREAS, Landowner is willing to waive, at an amount not to exceed $559.68, its right to appeal the City assessment of the Project against the Property.

WHEREAS, as a condition of fixing and limiting the proposed special assessment against the Property, Landowner agrees to execute this Agreement.

WHEREAS, Landowner warrants and represents that, as of the date of this Agreement, the undersigned Landowner is the fee title owner of the Property and has sufficient right, title and interest in the Property to make this Agreement and cause the same to be binding upon the Property.

WHEREAS, the City has explained the nature and scope of the Project with the undersigned Landowner and made available preliminary assessment information and analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined engineering data and calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments at an amount not to exceed $559.68 against the Property for such Project improvements.

NOW, THEREFORE, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner waives any and all procedural and substantive objections to the special assessment of $559.68 against the Property. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.031 with respect to the City ordering the Project or awarding a contract for the Project.

2. Landowner hereby waives all notice and hearing requirements under Minn. Stat. § 429.061 with respect to the imposition of the special assessment against the Property at an amount not to exceed $559.68.

3. With respect to the special assessment of $559.68 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.

4. Landowner agrees that the Property will receive a special benefit of $559.68 resulting from the Project.

5. This Agreement shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Agreement shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Property.

7. City may record this Agreement with the Dakota County Recorder.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to fix and limit the special assessment to $559.68 for the Property.

The City agrees to use its best efforts to complete the Project in 2014.

THE CITY AND LANDOWNER FURTHER AGREE AS FOLLOWS:

a. That the principal amount of the special assessment for the Project will be equally amortized over five (5) annual installments.

b. The first principal installment will be due and payable in the calendar year 2015.

c. The interest on the special assessment will begin to accrue from and after January 1, 2015. It is anticipated that the assessment will be levied in October 2014. The interest rate on the special assessment will be 4.8% per year.

d. Landowner will have thirty (30) days after levy of the special assessments to pre-pay the special assessment without any interest.

e. In any calendar year, Landowner will be able to payoff the special assessment in full by making a payment equal to the principal balance owed together with interest through December 31 of the year of payoff.

The City and Landowner further agree that the recitals contained in this Agreement are an integral part of this Agreement.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement effective on the 22nd day of September, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kenndy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____
Anthony G. Sutton

By: _____
Bridget M. Sutton

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2014, by Anthony G. Sutton and Bridget M. Sutton, husband and wife.

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Lot 4, Block 1, Orchard Meadows, according to the plat thereof on file and of record with the Dakota County Recorder's Office

Dakota County Tax Parcel Identification No.: 20-54870-01-040

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS AND APPROVING PLANS AND SPECIFICATIONS, ORDERING THE PROJECT, APPROVING THE PLANS AND SPECIFICATION, ACCEPTING THE QUOTE AND AWARDING THE CONTRACT FOR THE 2014 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2014-16 – BECHTEL AVENUE BACKYARD DRAINAGE IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, a motion passed by the City Council on the 22nd day of September 2014 directed staff to secure assessment waiver agreements for the proposed improvement project, City Project Nol. 2014-16 – Bechtel Avenue Backyard Drainage Improvements; and

WHEREAS, the City has received assessment waiver agreements from 100% of the assessment area property owners allowing the special assessment of a portion of the project costs pursuant to Minnesota Statute 429.031. The owners waivered their rights to appeal these special assessments and the City Council invited all owners to a meeting on September 25, 2014; and

WHEREAS, the City has received signed special assessment waiver agreements from all of the property owners in the project assessment area; and

WHEREAS, as the receipt of 100% support for the project is considered a petition for the improvement and the City Council has authorized the use of Fund 444 to provide for its share of the project funding.

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

1. The City Council hereby authorizes the execution of the assessment waiver agreements.

2. The City Council hereby accepts the petition from 100% of the property owners within the assessment area, based upon the receipt of their signatures on the agreements.

3. The City has received two quotes for the improvement project and determined that M & J Services is the lowest responsible bidder.

4. The City hereby accepts the quotes received for the project.

5. Such improvement is hereby ordered as proposed in this Council resolution adopted October 13, 2014.

6. The plans and specifications for City Project No. 2014-16 are hereby approved.

7. The contract for these improvements shall be awarded to M & J Services in the amount of their accepted September 25, 2014 quote in the amount of $6,895.00.

8. The Mayor and City Clerk are hereby authorized to execute the assessment waiver agreements.

Adopted by the City Council of Inver Grove Heights this 13th day of October 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Request for Special Bow Hunt outside Established Hunting Area

DATE: September 29, 2014

Enclosures:
Permission(s), Bow Hunt Map, 2013 memo summary

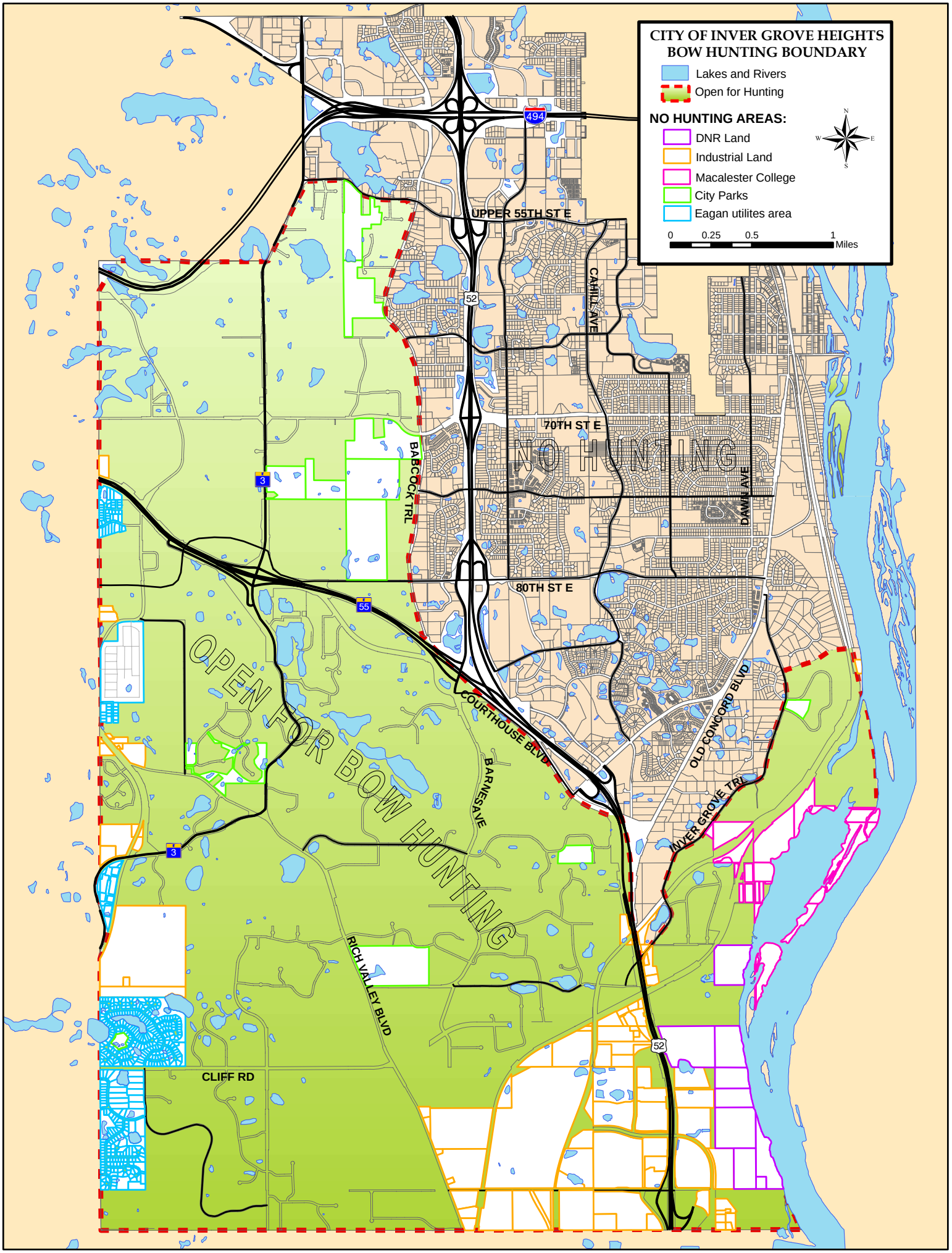
In November of 2013 Council consider and established a request by Jim and Lora Krech and Arlan and Dianne Olson for a Special Bow Hunt outside of the established Bow Hunting area for property at 2585 and 2615 62nd Street East. At that time council allowed Mr. Krech and his neighbors to hunt those properties identified on the enclosed map with several requirements. In addition to those established as a part of the Bow Hunt Map and regulations, Council required Mr. Krech to get permission from his adjoining and adjacent property owners, notify and receive permission from the Department of Natural Resources. Additionally Council established the following regulations:

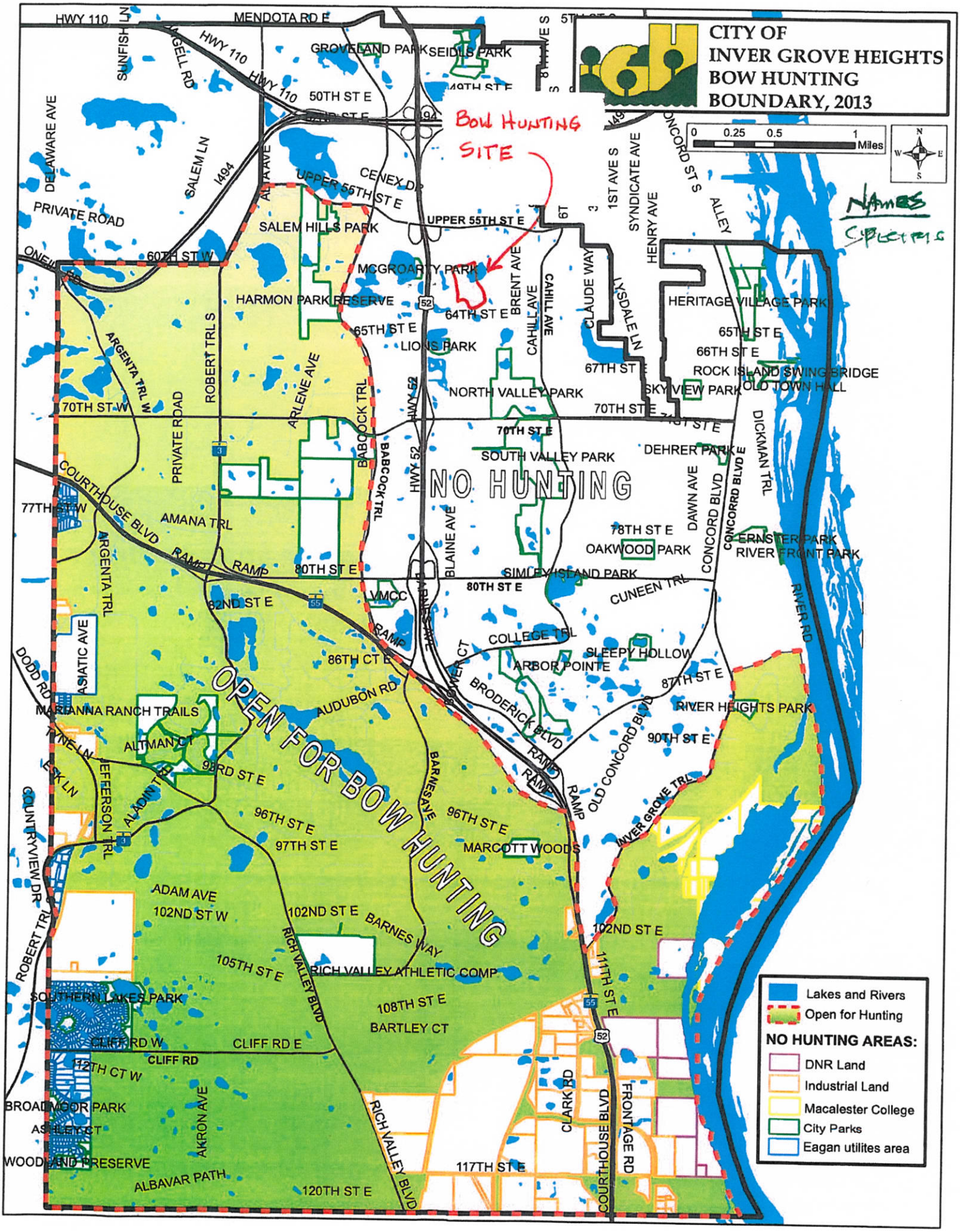
- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveways consents to lesser restriction.
- Restricting discharge within 200 feet of a public street or private road
- No shooting or discharge of any bow and arrow within 300 feet of any residential or commercial structure
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents, children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater, including any parcel of less than 5 acres in size, when combined with contiguous parcels, to owners, the residents of the parcel(s), parents and children, grandparents, aunts, uncles, brothers and sisters of owners, and those receiving permission from all owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

The Krech property is 6.41 acres and the Olson property is 2.54. They therefore meet the requirements in the regulations for size. For the purposes of this hunt they propose to combine the two parcels so that a wider range of hunters can participate.

Council had quite a bit of discussion about making a onetime exception to the regulation and did receive some feedback from others who did desire to have the Bow Hunt Map revised. Council did consider whether there should be some kind of demonstration of ability to hunt skillfully and professionally and raised the requirement of certification, but in the end did not require it. In addition, Council did want to include a broader range of areas and interested parties to have a more complete discussion about the regulations and designated areas before considering this issue again. Unfortunately the staff member who handled this before is no longer with the city and this was not as high of a priority in the scheme of the operation of the city, so it did not get scheduled as a part of our regular work session discussions.

As in 2013, staff does not have a recommendation on this request. In 2013 Council requested that 100% of adjacent and adjoining property owners report permission and involvement granted and one property owner did not agree to do so. Council agreed to allow Mr. Krech and the Olson's to hunt the land indicated until December 31st of 2013 and indicated that it was not a permanent decision and one that was to be revisited again in 2014.


CITY OF INVER GROVE HEIGHTS
BOW HUNTING BOUNDARY
Lakes and Rivers
Open for Hunting
NO HUNTING AREAS:
DNR Land
Industrial Land
Macalester College
City Parks
Eagan utilites area
0 0.25 0.5 1 Miles
N
W
E
S
494
52
55
3
UPPER 55TH ST E
CAHILL AVE
70TH ST E
NO HUNTING
BABCOCK TRL
DAWN AVE
80TH ST E
OPEN FOR BOW HUNTING
COURTHOUSE BLVD
BARNES AVE
OLD CONCORD BLVD
INVER GROVE TRL
RICH VALLEY BLVD
CLIFF RD


CITY OF
INVER GROVE HEIGHTS
BOW HUNTING
BOUNDARY, 2013
0 0.25 0.5 1 Miles
N
W E
S
Bow Hunting
Site
NO HUNTING
OPEN FOR BOW HUNTING
HWY 110
MENDOTA RD E
SUNFISH LN
ARGELL RD
GROVELAND PARK
SEIDLS PARK
50TH ST E
DELAWARE AVE
SALEM LN
I494
ALTA AVE
CENEX DR
UPPER 55TH ST E
PRIVATE ROAD
SALEM HILLS PARK
60TH ST W
MCGROARTY PARK
HARMON PARK RESERVE
64TH ST E
BRENT AVE
CAHILL AVE
CLAUDE WAY
LYSDALE LN
1ST AVE S
SYNDICATE AVE
HENRY AVE
CONCORD ST S
ALLEY
HERITAGE VILLAGE PARK
65TH ST E
66TH ST E
ROCK ISLAND SWING BRIDGE
OLD TOWN HALL
67TH ST E
SKY VIEW PARK
NORTH VALLEY PARK
70TH ST W
70TH ST E
ARGENTA TRL W
ROBERT TRL S
ARLENE AVE
BABCOCK TRL
HWY 52
SOUTH VALLEY PARK
DEHRER PARK
DICKMAN TRL
DAWN AVE
CONCORD BLVD
CONCORRD BLVD E
COURTHOUSE BLVD
PRIVATE ROAD
77TH ST W
AMANA TRL
RAMP
80TH ST E
BLAINE AVE
78TH ST E
OAKWOOD PARK
ERNSTER PARK
RIVER FRONT PARK
SIMLEY ISLAND PARK
CUNEEN TRL
ARGENTA TRL
82ND ST E
VMCC
COLLEGE TRL
SLEEPY HOLLOW
ARBOR POINTE
86TH CT E
87TH ST E
RIVER HEIGHTS PARK
RIVER RD
ASIATIC AVE
DODD RD
MARIANNA RANCH TRAILS
AUDUBON RD
BRODERICK BLVD
OLD CONCORD BLVD
90TH ST E
TYNE LN
ESK LN
ALTMAN CT
93RD ST E
JEFFERSON TRL
ALADDIN TRL
BARNES AVE
INVER GROVE TRL
96TH ST E
97TH ST E
MARCOTT WOODS
COUNTRYVIEW DR
ADAM AVE
102ND ST W
102ND ST E
BARNES WAY
RICH VALLEY BLVD
ROBERT TRL
105TH ST E
RICH VALLEY ATHLETIC COMP
SOUTHERN LAKES PARK
108TH ST E
BARTLEY CT
CLIFF RD W
CLIFF RD E
CLIFF RD
112TH CT W
BROADMOOR PARK
ASHLEY CT
AKRON AVE
WOODLAND PRESERVE
ALBAVAR PATH
120TH ST E
117TH ST E
111TH ST E
CLARK RD
COURTHOUSE BLVD
FRONTAGE RD
Lakes and Rivers
Open for Hunting
NO HUNTING AREAS:
DNR Land
Industrial Land
Macalester College
City Parks
Eagan utilites area

My Map

Legend

Parcels

- Tax Parcel
- Dedicated Right of Way
- Water
- Multi-owner Parcel
- Water in Tax Parcel
- Right of Way Easement

Monday, October 21, 2013

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey or for zoning verification.

Dakota County, MN

0 100 200 400 Feet

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

The Property Owners at 2585, 2615 and [redacted] 62nd Street East are seeking permission from the City Council to conduct a SPECIAL BOW HUNT on their properties between the dates of [redacted] and December 31, 20[redacted]
14
OCTOBER 1ST

These property owners must comply with all the requirements set forth by the City as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
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- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

In addition to these requirements, the City is requiring that the property owners indicated distribute and receive written permission from you as an adjacent property owner.

By signing below you understand that a special bow hunt will be allowed between OCTOBER 1ST **and December 31, 20[redacted] on the properties located at 2585, 2615 and [redacted] 62nd Street East.**
14

Name

10/8/14
Date

2585 62ND ST E
Address

IGH, MN

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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14 OCTOBER 1ST

Mark A. Solon
Name

9-19-14
Date

147 KASSAN CT. SSP. MN 55075
Address

I OWN the lot behind JIM KRECH'S house on BLACKBERRY TRL. 651-769-3341 (cell)

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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OCTOBER 1ST

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14.

Molly Steiner
Name

9-23-14
Date

[redacted] Blaine Ave.
Address

City of Inver Grove Heights

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14

Valerie Kruck
Name

9-17-14
Date

2630 62nd St E, I.G.H.
Address

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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14

Brad Mytty
Name

9/17/14
Date

2655 62nd St. E
Address

IGH MN 55076

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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14

Dianne Olson
Name

10/8/20
Date

2615 - 62nd St. E. IGH
Address

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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In addition to these requirements, the City is requiring that the property owners indicated distribute and receive written permission from you as an adjacent property owner.

By signing below you understand that a special bow hunt will be allowed between November 13 and December 31, 2013 on the properties located at 2585, 2615 and 2630 62nd Street East.

_____ _____

Name Date

_____

Address

AGENDA ITEM _____

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

CONSIDER REQUEST FOR A SPECIAL BOW HUNT OUTSIDE THE ESTABLISHED BOW HUNTING BOUNDARIES

Meeting Date:	November 12, 2013
Item Type:	Regular
Contact:	JTeppen, Asst. City Admin.
Prepared by:	
Reviewed by:	Larry Stanger, Police Chief

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 request for a special bow hunt outside the established bow hunting boundaries.

SUMMARY Jim and Lora Krech and Arlan and Dianne Olson of 2585 62nd Street E and 2615 62nd Street E, respectively, ask the City Council to consider their request for a special bow hunt to take place on their adjacent and contiguous properties. These properties are outside the established bow hunting boundaries (see map #1).

Staff has asked Mr. Krech to submit acknowledgement of the hunt from the DNR, and to request written acknowledgment of the hunt from the adjacent property owners (See map #2).

All but one property owner has submitted signed permission notifications and the local DNR conservation officer has been in contact with staff and has acknowledged his notification.

Staff has advised Mr. Krech and Mr. Olson that should they receive permission from the Council, they must comply with all the requirements set forth as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

The Krech's property is 6.41 acres, and Olson's is 2.54 they therefore meet the requirements in the regulations for size. For the purposes of this special hunt they propose to combine the two properties so that a wider range of hunters can hunt.

RECOMMENDATION Staff believes that they have fairly set forth requirements for property owners who wish to request a special hunt outside of the established bow hunting boundaries.

Unfortunately Staff cannot recommend that Mr. Krech and Mr. Olson be granted permission for the special hunt based on the fact that one adjacent property owner has declined to give their permission.

If Council should grant Mr. Krech and Mr. Olson permission to conduct a special hunt outside the established boundaries, Council should be prepared to provide direction to staff on what the requirements should be for any future requests.

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
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DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Bridget McCauley Nason**
DATE: **October 9, 2014**
RE: **Body Art Establishment Ordinances**

Section 1. Background. The attached two ordinances related to body art establishments are on the agenda for third (and first) readings at the October 13, 2014 Council Meeting.

In 1998, the City Council adopted an ordinance regulating Tattoo and Body Piercing Establishments which is currently codified in Title 4, Chapter 9 of the City Code. In 2010, legislation was enacted which established a state-wide licensing program for establishments practicing tattooing or body piercing. Part of that legislation included the adoption of a definition of the term "body art," which encompasses both tattooing and body piercing. Individuals who perform tattooing and/or body piercing are now referred to as "body art technicians." Beginning Jan. 1, 2011, all body art technicians are required to be licensed by the state department of public health. In addition, the state will also license body art establishments, unless cities decide to regulate these establishments themselves. The statute allows cities the opportunity to license body art establishments, in which case a state license is not required, as long as the city's regulations are more restrictive than state law. The reasons that Inver Grove Heights may choose to regulate body art establishments are as follows:

- To limit the number of licensed establishments;
- To restrict the types of body art procedures that can be performed;
- To regulate the license application requirements, including requiring background investigations and insurance;
- To prohibit mobile or temporary establishments, home parties, and home occupations.

In order to bring the city code provisions and language into conformity with the language used in state statutes regarding body art and to effectively regulate the wide variety of body art procedures which may be performed in the city, the attached ordinance amending various city

code provisions is provided for council review and consideration. Key provisions of the proposed ordinance revisions include the following:

1. The ordinance contemplates repealing the current Tattoo and Body Piercing ordinance and replacing it with a new Body Art Ordinance.
2. City will issue up to 2 licenses for body art establishments.
3. City cannot license technicians, but can require that all technicians have a state license.
4. Certain individuals, such as doctors, dentists and other licensed professionals are exempt from the licensing requirements, as long as those procedures are done within their professional scope of practice.
5. Many new definitions are introduced, including different types of body art procedures: branding, micropigmentation, scarification, subdermal implantation, and suspension.
6. Background investigations and inspections are required of all licensees.
7. Temporary, mobile, and in-home establishments are not allowed.
8. Insurance in the amount of $1,000,000 is required.
9. Additional reasons for denial, suspension, or revocation of a license, including health code issues, are listed.
10. Additional health and sanitation requirements are added, including requiring an accessible hand sink that is not located in a public restroom, at least one available bathroom, use of disposable razors only, and privacy barriers if requested.
11. Each client has to sign a disclosure and authorization form, which indicates whether the client has certain diseases or conditions. Each client also has to sign a consent form informing the client that tattooing is permanent and body piercing may leave scarring.
12. No one under the age of 18 can get a tattoo, regardless of parental consent.
13. Anyone under the age of 18 can get body piercing with parental consent, as long as it is not one of the prohibited piercings or prohibited body art procedures.

Per Council direction, Staff contacted the River Heights Chamber of Commerce to solicit the Chamber's input regarding the proposed ordinance revisions. The following comment was received from the Chamber:

> The board considered the ordinance changes for body art businesses and the only concern they had was limiting (keeping the limit) to two within the city. They think free enterprise takes care [of] supply and demand.

In addition to the ordinance repealing and replacing Title 4, Chapter 9 of the City Code and amending several other provisions of the City Code, a second ordinance which makes several non-substantive changes to the City's Zoning Ordinance is being brought to the Council for first reading. This second ordinance will bring the language in the City's Zoning Ordinance into conformity with the language used throughout the remainder of the City Code when referring to body art establishments. A public hearing regarding this ordinance was held by the Inver Grove Heights Planning Commission on October 7, 2014, at which time the Planning Commission, by a vote of 7-2, voted to recommend approval of the Ordinance to the City Council.

Section 2. **Council Action**. The Council is asked to consider and discuss the attached two ordinances. No changes have been made to the ordinance repealing and replacing Title 4,

Chapter 9 of the City Code since the second reading of that ordinance. The Council is asked to consider waiving the three-reading requirement for the second ordinance, which makes several non-substantive changes to the City's zoning ordinance.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 9 REGARDING TATTOO AND BODY PIERCING ESTABLISHMENTS AND ENACTING CITY CODE TITLE 4, CHAPTER 9 REGARDING BODY ART ESTABLISHMENTS AND AMENDING CITY CODE CHAPTER 1, TITLE 10, SECTION 2(B)(12) AND CHAPTER 3, TITLE 2, SECTION 5 REGARDING LICENSE BACKGROUND INVESTIGATIONS AND APPROVAL AND REFUSAL OF LICENSE FOR TATTOO AND BODY PIECING ESTABLISHMENTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Repeal and Replacement. Title 4, Chapter 9, of the Inver Grove Heights City Code is hereby repealed in its entirety and replaced as follows and the following is hereby ordained and adopted:

4-9-1: PURPOSE:

It is the purpose and intent of this chapter to establish standards and regulations relating to the practice of body art in order to prevent the transmission of communicable diseases and promote the general welfare of the public.

4-9-2: EXEMPTIONS:

The following individuals may perform body art procedures within the scope of their practice without a technician's license:

A. A physician licensed under Minn. Stat., Chapter 147;

B. A nurse licensed under Minn. Stat. Sections 148.171 to 148.285;

C. A chiropractor licensed under Minn. Stat., Chapter 148;

D. An acupuncturist licensed under Minn. Stat., Chapter 147B;

E. A physician's assistant licensed under Minn. Stat., Chapter 147A;

F. A dental professional licensed under Minn. Stat., Chapter 150A;

G. A guest artist under Minn. Stat. Section 146B.04 who may perform body art

procedures in accordance with the requirements of Minn. Stat. Section 146B.04; or

H. A person piercing only the outer perimeter or lobe of the ear using a pre-sterilized single-use stud-and-clasp ear-piercing system.

4-9-3: PROHIBITIONS:

No person shall:

A. Conduct branding, cutting, subdermal implantation, microdermal, suspension, tongue bifurcation, or scarification of another person;

B. Tattoo a minor;

C. Pierce or tattoo the genitalia or nipples of a minor;

D. Practice tattooing or piercing while under the influence of alcohol, controlled substances as defined in Minn. Stat. Section 152.01 subd. 4, or hazardous substances as defined in the rules adopted under Minn. Stat., Chapter 182;

E. Perform body art procedures on any individual who appears to be under the influence of alcohol, controlled substances as defined in Minn. Stat. Section 152.01 subd. 4, or hazardous substances as defined in the rules adopted under Minn. Stat., Chapter 182; or

F. Operate a body art establishment or perform body art procedures, unless exempted above, without a license.

G. No technician shall administer anesthetic injections or other medications.

4-9-4: DEFINITIONS:

For the purposes of this chapter, the terms defined in this section have the following meanings:

AFTERCARE: Written instructions given to a client, specific to the procedure rendered, on caring for the body art and surrounding area. These instructions must include information on when to seek medical treatment.

ANTISEPTIC: An agent that destroys disease-causing microorganisms on human skin or mucosa.

BODY ART or BODY ART PROCEDURES: Physical body adornment using, but not limited to, tattooing and body piercing. Body art does not include practices and procedures that are performed by a licensed medical or dental professional if the procedure is within the professional's scope of practice.

BODY ART ESTABLISHMENT or ESTABLISHMENT: Any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle-mounted units, either motorized or trailered, and readily moveable without dissembling and where body art procedures are regularly performed in more than one geographic location.

BODY PIERCING: The penetration or puncturing of the skin by any method for the purpose of inserting jewelry or other objects in or through the body. Body piercing also includes branding, scarification, suspension, subdermal implantation, microdermal, and tongue bifurcation. Body piercing does not include the piercing of the outer perimeter or the lobe of the ear using a pre-sterilized single-use stud-and-clasp ear-piercing system.

BRANDING: An indelible mark burned into the skin using instruments of thermal cautery, radio hyfrecation, and strike branding.

CITY: The City of Inver Grove Heights.

COMMISSIONER: The commissioner of health.

CONTAMINATED WASTE: Any liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; and sharps and any wastes containing blood and other potentially infectious materials, as defined in Code of Federal Regulations, Title 29, Section 1910.1030, known as "Occupational Exposure to Bloodborne Pathogens."

DEPARTMENT: The Department of Health.

EQUIPMENT: All machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other apparatus and appurtenances used in the operation of a body art establishment.

GUEST ARTIST: An individual who performs body art procedures according to the requirements under Minn. Stat. Section 146B.04.

HAND SINK: A sink equipped with potable hot and cold water held under pressure, used for washing hands, wrists, arms, or other portions of the body.

HOT WATER: Water at a temperature of at least 110 degrees Fahrenheit.

JEWELRY: Any ornament inserted into a pierced area.

LIQUID CHEMICAL GERMICIDE: A tuberculocidal disinfectant or sanitizer registered with the Environmental Protection Agency.

MICRODERMAL: A single-point perforation of any body part other than an earlobe for the purpose of inserting an anchor with a step either protruding from or flush with the skin.

MICROPIGMENTATION or COSMETIC TATTOOING: The use of tattoos for permanent makeup or to hide or neutralize skin discolorations.

OPERATOR: Any person who controls, operates, or manages body art activities at a body art establishment and who is responsible for the establishment's compliance with these regulations, whether or not the person actually performs body art activities.

PROCEDURE AREA: The physical space or room used for conducting body art procedures.

PROCEDURE SURFACE: The surface area of furniture or accessories that may come into contact with the client's clothed or unclothed body during a body art procedure and the area of the client's skin where the body art procedure is to be performed and the surrounding area, or any other associated work area requiring sanitizing.

SCARIFICATION: An indelible mark fixed on the body by the production of scars.

SHARPS: Any object, sterile or contaminated, that may purposefully or accidentally cut or penetrate the skin or mucosa including, but not limited to, pre-sterilized single-use needles, scalpel blades, and razor blades.

SHARPS CONTAINER: A closed, puncture-resistant, leak-proof container, labeled with the international biohazard symbol, that is used for handling, storage, transportation, and disposal.

SINGLE USE: Products or items intended for onetime use which are disposed of after use on a client. This definition includes, but is not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, disposable razors, piercing needles, tattoo needles, scalpel blades, stencils, ink cups, and protective gloves.

STERILIZATION: A process resulting in the destruction of all forms of microbial life, including highly resistant bacterial spores.

SUBDERMAL IMPLANTATION: The implantation of an object entirely below the dermis.

SUPERVISION: The physical presence of a technician licensed under this chapter while a body art procedure is being performed.

SUSPENSION: The suspension of the body from affixed hooks placed through temporary piercings.

TATTOOING: Any method of placing indelible ink or other pigments into or under the skin or mucosa with needles or any other instruments used to puncture the skin, resulting in permanent coloration of the skin or mucosa. Tattooing also includes micro-pigmentation and cosmetic tattooing.

TECHNICIAN or BODY ART TECHNICIAN: Any individual who is licensed under this chapter as a tattoo technician or as a body piercing technician or as both.

TEMPORARY BODY ART ESTABLISHMENT: Any place or premise operating at a fixed location where an operator performs body art procedures for no more than 21 days in conjunction with a single event or celebration.

TONGUE BIFURCATION: The cutting of the tongue from the tip to the base, forking at the end.

4-9-5: LICENSE REQUIREMENTS:

A. General Rule: No person acting individually or jointly with any other person may maintain, own, or operate a body art establishment in the City without being licensed by the City pursuant to this chapter. The City will issue no more than a total of two (2) body art establishment licenses to body art establishments within the City at any time.

B. Application: Each application for an initial establishment license and for renewal must comply with Section 3-2-5 of the City Code, as well as all requirements of this chapter.

C. Investigation: Prior to the issuance of a body art establishment license, an investigation is required pursuant to Section 1-10-2(B)(12) of this Code.

D. Inspection:

1. Access to Premises: The operator of the body art establishment shall, upon request of the City, permit City employees access to all parts of the establishment at any reasonable time for the purpose of inspection. The operator shall allow review of any records necessary for the City to ascertain compliance with this chapter, including all records required to be kept pursuant to the provisions of this chapter.

2. Interference with City employees: No person shall interfere with or hinder the City in the performance of its duties, or refuse to permit any City employee to make such inspections. Refusal to cooperate with an inspection is grounds for revocation or denial of a license.

E. Drawing of Premises: The applicant shall submit a scaled drawing of the premises with the license application. If the licensed premises is enlarged, altered, or extended after the issuance of the initial license, the licensee shall inform the City and provide an amended drawing.

F. Locations and Persons Ineligible for a License:

1. No license under this chapter shall be issued for a location:

    a. That is a temporary body art establishment or mobile establishment.

    b. That is located in a private residence.

    c. That is licensed to sell alcoholic beverages.

    d. That is not a compact and contiguous space as specified in the approved license application.

    e. On which taxes, assessments, or other financial claims of the state, county, school district, or city are due, delinquent, or unpaid. In the event a suit has been commenced under Minn. Stat. Sections 278.01 through 278.03 questioning the amount or validity of such taxes, the city council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof, which remain unpaid for a period exceeding one year after becoming due.

    f. That is not properly zoned or does not have approved building permits, if required.

2. No license shall be issued to an applicant or an officer, director, partner or manager of body art establishment who:

    a. Is a minor at the time the application is filed; or

    b. Is not a citizen of the United States, a resident alien, or does not have the legal authority to be employed in the United States.

G. Hours of Operation: A licensed premises shall not be open for business before 7:00 a.m. or after 9:00 p.m.

H. Transfer of License: A body art establishment license must be issued to a specific person and/or entity and for a specific location. It is not transferable.

I. Records: The following information must be kept on file for three (3) years on the premises of the licensed establishment and must be made available for inspection upon request by the City:

1. A description of all body art procedures performed by the establishment;

2. Copies of the spore tests conducted on each sterilizer; and

3. The following information for each technician or guest artist employed or

performing body art procedures in the establishment:

a. Name;

b. Home address;

c. Home and cellular telephone numbers;

d. Date of birth;

e. Copy of an identification photo; and

f. License number or guest artist license number.

4. For each client, the body art establishment operator shall maintain proper records of each procedure. The records of the procedure must be kept for three (3) years and must be available for inspection by the City upon request. The record must include the following:

a. The date of the procedure;

b. The information on the required picture identification showing the name, age, and current address of the client;

c. A copy of the authorization form signed and dated by the client required under Section 4-9-9(B) of this chapter;

d. A description of the body art procedure performed;

e. The name and license number of the technician performing the procedure;

f. A copy of the consent form required under Section 4-9-9(D) of this chapter: and

g. If the client is under the age of 18 years, a copy of the consent form signed by the parent or legal guardian as required under Section 4-9-9(C)(1) of this chapter.

J. Insurance:

1. Professional Liability Insurance: All licensees shall have at all times a valid certificate of insurance issued by an insurance company licensed to do business in the state indicating that the licensee has current coverage of professional liability insurance in the amount of at least $1,000,000.00.

2. Worker's Compensation Insurance: All licensees shall provide the City with proof of worker's compensation insurance as required by Minn. Stat. Section 176.182 for all its

employees.

4-9-6: BODY ART TECHNICIANS:

A. No individual may perform tattooing unless the individual holds a valid tattoo technician license issued by the Commissioner of Health under Minn. Stat. Section 146B.03, except as provided in Section 4-9-2 of this chapter.

B. No individual may perform body piercing unless the individual holds a valid body piercing technician license issued by the Commissioner of Health under Minn. Stat. Section 146B.03, except as provided in Section 4-9-2 of this chapter.

C. If an individual performs both tattooing and body piercing, the individual must hold a valid dual body art technician license.

4-9-7: DENIAL, SUSPENSION OR REVOCATION OF LICENSE:

A. Grounds for Denial, Suspension or Revocation: In addition to the grounds stated elsewhere in this chapter or the City Code, any license may be denied, suspended or revoked if any of the following conditions exist and the owner or operator of a licensed establishment may be ordered by the City to discontinue all operations of a licensed body art establishment:

1. Evidence of a sewage backup in an area of the body art establishment where body art activities are conducted;

2. Lack of potable, plumbed, or hot or cold water to the extent that hand washing or toilet facilities are not operational;

3. Lack of electricity or gas service to the extent that hand washing, lighting, or toilet facilities are not operational;

4. Significant damage to the body art establishment due to tornado, fire, flood, or another disaster;

5. Evidence of an infestation of rodents or other vermin;

6. Evidence of any individual performing a body art procedure without a license as required under this chapter;

7. Evidence of existence of a public health nuisance;

8. Use of instruments or jewelry that are not sterile;

9. Failure to maintain required records;

10. Failure to use gloves as required;

11. Failure to properly dispose of sharps, blood or body fluids, or items contaminated by blood or body fluids;

12. Failure to properly report complaints of potential blood-borne pathogen transmission to the Commissioner;

13. Evidence of a positive spore test on the sterilizer if there is no other working sterilizer with a negative spore test in the establishment;

14. The correct license fee has not been tendered to the city and, in the case of a check or bank draft, honored with payment upon presentation;

15. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the City's business, zoning and health regulations;

16. The applicant has operated a tattoo or body piercing establishment and has had a license denied, revoked or suspended for any of the reasons given in this section by the City or any other state or local agency within five (5) years prior to the date of the application;

17. The applicant, owner or operator has been convicted of any crime directly related to the business licensed and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed business as prescribed by Minn. Stat. Section 364.03 subd. 3;

18. The applicant, owner or operator denies access to city or state officials who are attempting to determine compliance with the city code;

19. The applicant is not of good moral character or repute; or

20. Other good cause.

B. Hearing: The City Council or its designee may hold a hearing to take action on a body art establishment license pursuant to this chapter.

4-9-8: HEALTH AND SAFETY STANDARDS:

A. Establishment Standards: The body art establishment must meet the health and safety standards in this subdivision before a licensed technician may conduct body art procedures at the establishment.

1. There shall be no less than forty-five (45) square feet of floor space for each procedure area. The procedure area(s) must be separated from the bathroom, retail sales area, hair salon area, or any other area that may cause potential contamination

of work surfaces.

2. For clients requesting privacy, at a minimum, a divider, curtain, or partition must be provided to separate multiple procedure areas.

3. All procedure surfaces must be smooth, nonabsorbent, and easily cleanable.

4. The establishment must have an accessible hand sink that is not in a public restroom and is equipped with:

    a. Hot and cold running water under pressure;

    b. No touch faucet controls such as wrist or foot operated;

    c. Liquid hand soap;

    d. Single-use paper towels or a mechanical hand drier or blower;

    e. A nonporous washable garbage receptacle with a foot-operated lid or with no lid and a removable liner; and

    f. A sign reminding technicians to properly wash their hands.

5. The establishment must have at least one available bathroom equipped with a toilet and hand lavatory. The hand lavatory shall be supplied with:

    a. Hot and cold running water under pressure;

    b. Liquid hand soap;

    c. Single-use paper towels or a mechanical hand drier or blower;

    d. A garbage receptacle;

    e. A door that closes; and

    f. Adequate ventilation.

6. Ceilings in the body art establishment must be in good condition.

7. All walls and floors must be free of open holes or cracks and be washable and no carpeting may be in areas used for body art procedures unless the carpeting is entirely covered with a rigid, nonporous, easily cleanable material.

8. All facilities within the establishment must be maintained in a clean and sanitary condition and in good working order.

9. No animals may be present during a body art procedure, unless the animal is a service animal.

B. Standards for Equipment, Instruments, and Supplies: Equipment, instruments, and supplies must comply with the health and safety standards in this subdivision before a licensed technician may conduct body art procedures.

1. Jewelry used as part of a body art procedure must be made of surgical implant-grade stainless steel, solid 14-karat or 18-karat white or yellow gold, niobium, titanium, or platinum, or a dense low-porosity plastic. Use of jewelry that is constructed of wood, bone, or other porous material is prohibited.

2. Jewelry used as part of a body art procedure must be free of nicks, scratches, or irregular surfaces and must be properly sterilized before use.

3. Reusable instruments must be thoroughly washed to remove all organic matter, rinsed, and sterilized before and after use.

4. Needles must be single-use needles and sterilized before use.

5. Sterilization must be conducted using steam heat or chemical vapor.

6. All sterilization units must be operated according to the manufacturer's specifications.

7. At least once a month, but not to exceed 30 days between tests, a spore test must be conducted on each sterilizer used to ensure proper functioning. If a positive spore test result is received, the sterilizer at issue may not be used until a negative result is obtained.

8. All inks and other pigments used in a body art procedure must be specifically manufactured for tattoo procedures.

9. Immediately before applying a tattoo, the ink needed must be transferred from the ink bottle and placed into single-use paper or plastic cups. Upon completion of the tattoo, the single-use cups and their contents must be discarded.

10. All tables, chairs, furniture, or other procedure surfaces that may be exposed to blood or body fluids during the body art procedure must be cleanable and must be sanitized after each client with a liquid chemical germicide.

11. Single-use towels or wipes must be provided to the client. These towels must be dispensed in a manner that precludes contamination and disposed of in a nonporous washable garbage receptacle with a foot-operated lid or with no lid and a removal liner.

12. All bandages and surgical dressings used must be sterile or bulk-packaged clean and stored in a clean, closed nonporous container.

13. All equipment and instruments must be maintained in good working order and in a clean and sanitary condition.

14. All instruments and supplies must be stored clean and dry in covered containers.

15. Single-use disposable barriers or a chemical germicide must be used on all equipment that cannot be sterilized as part of the procedure as required under this section including, but not limited to, spray bottles, procedure light fixture handles, and tattoo machines.

C. Standards for Body Art Procedures: All body art procedures must comply with the health and safety standards in this subdivision.

1. The skin area subject to a body art procedure must be thoroughly cleaned with soap and water, rinsed thoroughly, and swabbed with an antiseptic solution. Only single-use towels or wipes may be used to clean the skin.

2. Whenever it is necessary to shave the skin, a new disposable razor must be used for each client. The disposable razor must be discarded after use.

3. No body art procedure may be performed on any area of the skin where there is an evident infection, irritation, or open wound.

4. Glove Use:

    a. Single-use nonabsorbent gloves of adequate size and quality to preserve dexterity must be used for touching clients, for handling sterile instruments, or for handling blood or body fluids.

    b. Non-latex gloves must be used with clients or employees who request them or when petroleum products are used.

    c. Gloves must be changed if a glove becomes damaged or comes in contact with any non-clean surface or objects or with a third person.

    d. At a minimum, gloves must be discarded after the completion of a procedure on a client.

    e. Hands and wrists must be washed before putting on a clean pair of gloves and after removing a pair of gloves.

    f. Gloves shall not be reused.

D. Standards for Technicians: Technicians must comply with the health and safety standards in this subdivision.

1. Technicians must scrub their hands and wrists thoroughly before and after performing a body art procedure, after contact with the client receiving the procedure, and after contact with potentially contaminated materials.

2. A technician may not smoke, eat, or drink while performing body art procedures.

3. A technician may not perform a body art procedure if the technician has any open sores visible or in a location that may come in contact with the client.

4. Technicians shall wear clean clothing and use a disposable barrier such as a lap cloth when performing body art procedures.

5. For each client, single use disposable barriers shall be provided on all equipment used as part of a procedure that cannot be sterilized. Examples include spray bottles, light fixture handles, and tattoo machines.

6. Technicians shall not allow clients to leave the procedure area without first covering the tattooed area with a bandage or other clean covering.

E. Contamination Standards:

1. Infectious waste and sharps must be managed according to Minn. Stat. Sections 116.76 to 116.835 and must be disposed of by an approved infectious waste hauler at a site permitted to accept the waste, according to Minnesota Rules, Parts 7035.9100 to 7035.9150. Sharps ready for disposal must be disposed of in an approved sharps container.

2. Contaminated waste that may release liquid blood or body fluids when compressed or that may release dried blood or body fluids when handled must be placed in an approved red bag that is marked with the international biohazard symbol.

3. Contaminated waste that does not release liquid blood or body fluids when compressed or handled may be placed in a covered receptacle and disposed of through normal approved disposal methods.

4. Storage of contaminated waste on site must not exceed the overflow level of any container.

4-9-9: PROFESSIONAL STANDARDS:

A. Proof of Age: A technician shall require proof of age before performing any body art procedure on a client. Proof of age must be established by one of the following methods:

1. A valid driver's license or identification card issued by the state of Minnesota or another state that includes a photograph and date of birth of the individual;

2. A valid military identification card issued by the United States Department of Defense;

3. A valid passport;

4. A resident alien card; or

5. A tribal identification card.

B. Disclosure and Authorization Form:

1. Before performing any body art procedure, the technician must provide the client with a disclosure and authorization form that indicates whether the client has:

   a. Diabetes;

   b. A history of hemophilia;

   c. A history of skin diseases, skin lesions, or skin sensitivities to soap or disinfectants;

   d. A history of epilepsy, seizures, fainting, or narcolepsy;

   e. Any condition that requires the client to take medications such as anticoagulants that thin the blood or interfere with blood clotting; or

   f. Any other information that would aid the technician in the body art procedure process evaluation.

2. The form must include a statement informing the client that the technician shall not perform a body art procedure if the client fails to complete or sign the disclosure and authorization form, and the technician may decline to perform a body art procedure if the client has any identified health conditions.

3. The technician shall ask the client to sign and date the disclosure and authorization form confirming that the information listed on the form is accurate.

C. Minors; Parent or Legal Guardian Consent; Prohibitions:

1. A technician may perform body piercings on an individual under the age of 18 if the individual's parent or legal guardian is present and a consent form under Section 4-9-9(D) of this chapter and the authorization form under Section 4-9-

9(B)(1) of this chapter is signed by the parent or legal guardian in the presence of the technician, and the piercing is not prohibited under Section 4-9-9(C)(3) of this chapter.

2. No technician shall tattoo any individual under the age of 18 regardless of parental or guardian consent.

3. No nipple or genital piercing, branding, scarification, suspension, subdermal implantation, microdermal, or tongue bifurcation shall be performed by any technician on any individual under the age of 18 regardless of parental or guardian consent.

D. Consent Form: Before performing a body art procedure, the technician shall obtain from the client a signed and dated informed consent form. The consent form must disclose:

1. That a tattoo is considered permanent and may only be removed with a surgical procedure and that any effective removal may leave scarring; or

2. That body piercing may leave scarring.

E. Personal Privacy: Before performing any body art procedure, the technician shall offer and make available to the client personal draping, as appropriate.

F. Aftercare Instructions: A technician shall provide each client with verbal and written instructions for the care of the tattooed or pierced site upon the completion of the procedure. The written instructions must advise the client to consult a health care professional at the first sign of infection.

G. State and Local Public Health Regulations: An operator and technician shall comply with all applicable state, county, and City requirements regarding public health.

H. Notification: The operator of the body art establishment shall immediately notify the Commissioner and the local health authority of any reports of a potential blood-borne pathogen transmission.

Section Two. Amendment. Title 1, Chapter 10, Section 2(B)(12) of the Inver Grove Heights City Code is hereby amended to read as follows:

12. ~~Tattoo and body piercing establishments~~ Body art establishments

Section Three. Amendment. Title 3, Chapter 2, Section 5 of the Inver Grove Heights City Code is hereby amended to read as follows:

Where the approval of any city officer or state officer or the city council is required prior to the issuance of a license, the approval must be presented to the clerk before the license is issued. No

license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity. The following licenses will not be approved if there are any outstanding debts or delinquencies on taxes or special assessments due to the city:

Automobile sales.

Automobile service stations.

Bowling alleys.

Contractors.

Dance halls.

Garbage collection.

Liquor sales.

Pawnbrokers and precious metal dealers.

Saunas, massage parlors, escort services and employees.

~~Tattoo and body piercing establishments.~~ Body art establishments.

Therapeutic massage businesses.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2014.

Ayes: Nays:

Attest:

George Tourville, Mayor

Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTER 2, SECTION 2, ADDING A DEFINITION OF A BODY ART ESTABLISHMENT, TITLE 10, CHAPTER 15, SECTION 32, REGARDING TATTOO AND BODY PIERCING ESTABLISHMENTS, AND THOSE PORTIONS OF TITLE 10, CHAPTER 6, SECTION 2 REGARDING TATTOO AND PIERCING ESTABLISHMENTS AND TATTOO PARLORS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 2, Section 2 of the Inver Grove Heights City Code is hereby amended to include the following definition:

BODY ART ESTABLISHMENT: Any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle-mounted units, either motorized or trailered, and readily moveable without dissembling and where body art procedures are regularly performed in more than one geographic location.

Section Two. Amendment. Title 10, Chapter 15, Section 32 of the Inver Grove Heights City Code is hereby amended to read as follows:

10-15-32: ~~TATTOO AND BODY PIERCING~~ BODY ART ESTABLISHMENTS:

Where permitted, ~~tattoo and body piercing~~ body art establishments shall be subject to the following conditions:

A. Such use shall be licensed under title 4, chapter 9 of this code.

B. Such use shall be located at least one thousand (1,000) radial feet, as measured in a straight line from the closest point of the property line upon which the ~~tattoo and body piercing~~ body art establishment is located to the property line of:

1. Schools.

2. Churches.

3. Parks.

4. Public libraries.

5. Establishments selling and/or serving alcoholic beverages.

C. Such use shall be located not less than one thousand feet (1,000') from other ~~tattoo and body piercing~~ body art establishments. (Ord. 1098, 11-8-2004)

Section Three. Amendment. Certain provisions of Title 10, Chapter 6, Section 2 of the Inver Grove Heights City Code are hereby amended to read as follows:

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
~~Tattoo and body piercing~~ Body art establishment (see section 10-15-32 of this title)		P	P	P		C						
~~Tattoo parlor~~		~~P~~	~~P~~	~~P~~								

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2014.

Ayes: Nays:

Attest:

_____ _____

George Tourville, Mayor Melissa Kennedy, Deputy City Clerk

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

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DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **October 8, 2014**
RE: **Ordinance Amendment Relating to Salaries of Mayor and Councilmembers**
October 13, 2014 Council Meeting

Section 1. **Background**. The current salary for the Mayor is $9,000 per year. The current salary for Councilmembers is $7,000 per year.

Section 2. **Amendment.** The ordinance amends the salaries and increases the Mayor's salary from $9,000 per year to $11,400 per year and increases the Councilmembers' salaries from $7,000 per year to $8,200 per year.

Section 3. **Procedure for Adoption**. With regard to ordinance adoption, City Code Title 1, Chapter 2, Section 3(D)(1) requires three readings of the ordinance at three separate regular meetings. However, Section 1-2-3 (D)(2) provides as follows:

> "An ordinance may be presented, read and passed at any one council meeting if the rules are suspended by unanimous vote of the whole council. The ordinance may then be passed by a majority vote."

So, the recommended procedure in this instance is to have two votes:

1. The first vote is to pass the attached resolution which suspends the rules and authorizes passage of the ordinance amendment at one reading. This vote has to be unanimous.

2. If the resolution is passed, then the second motion and vote deal with passage of the attached ordinance amendment. The ordinance amendment can be passed by a majority vote.

Section 4. <u>Council Action</u>. The Council is asked to consider the following at the October 13, 2014 Council meeting:

1. A Resolution Authorizing Passage of an Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Section 1 Regarding Salaries of Mayor and Council With One Reading.

2. An Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Section 1 Regarding Salaries of Mayor and Council.

Attachments

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PASSAGE OF AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1, CHAPTER 6, SECTION 1 REGARDING SALARIES OF MAYOR AND COUNCIL WITH ONE READING

WHEREAS, the Council wishes to consider passing the attached Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Section 1 Regarding Salaries of Mayor and Council or a variation thereof.

WHEREAS, Minnesota Statutes § 415.11 provides that if adjustments are being made for the salaries of the mayor and council, then the ordinance making the adjustments has to be passed before the next municipal election and the adjustments have to then be applicable only after the next municipal election.

WHEREAS, in order to meet these time requirements, it is appropriate that the Council authorize passage of the attached Ordinance (or variations thereof) at a one reading rather than having three readings.

WHEREAS, with regard to ordinance adoption, Inver Grove Heights City Code Title 1, Chapter 2, Section 3(D)(1) requires three readings of an ordinance at three separate regular meetings. However, Title 1, Chapter 2, Section 3 (D)(2) provides as follows:

> "An ordinance may be presented, read and passed at any one council meeting if the rules are suspended by unanimous vote of the whole council. The ordinance may then be passed by a majority vote."

WHEREAS, the Council wishes to suspend the rules by unanimous vote and authorize passage of the attached Ordinance with one reading only.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights, Minnesota:

1. Pursuant to Title 1, Chapter 2, Section 3 (D)(2), the City Council suspends the rules by unanimous vote and authorizes passage of the attached Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Section 1 Regarding Salaries of Mayor and Council (or variations thereof) with only one reading, instead of three readings.

Adopted by the City Council of Inver Grove Heights this 13th day of October, 2014.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1, CHAPTER 6, SECTION 1 REGARDING SALARIES OF MAYOR AND COUNCIL

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 1, Chapter 6, Section 1 of the Inver Grove Heights City Code is hereby amended to read as follows:

1-6-1: SALARIES OF MAYOR AND COUNCIL:

A. Salaries Established:

1. Mayor: The salary of the mayor is ~~nine thousand dollars ($9,000.00)~~ eleven thousand four-hundred dollars ($11,400) beginning January 1, ~~2006~~ 2015, and per year thereafter.

2. Council Members: The salary of each member of the council is ~~seven thousand dollars ($7,000.00)~~ eight thousand two-hundred dollars ($8,200) beginning January 1, ~~2006~~2015, and per year thereafter.

B. Effective Date: This section shall be in full force and effect from and after its passage and publication according to law and ~~only from and after January 1 of the year following the next succeeding regular municipal election~~ shall become applicable January 1, 2015, which is after the next succeeding regular municipal election on November 4, 2014.

Section Two. **Passage Without Three Readings**. Pursuant to Title 1, Chapter 2, Section 3(D)(2) of the Inver Grove Heights City Code, the City Council, by unanimous vote of the City Council, has by separate resolution, suspended the rules and has authorized passage of this ordinance with only one reading, instead of three readings.

Section Three. **Effective Date**. This ordinance amendment shall be in full force and effect after its passage and publication according to law.

Passed in regular session of the City Council on the 13th day of October, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Kennedy, Deputy City Clerk