INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, NOVEMBER 10, 2014
8150 BARBARA AVENUE
7:00 P.M.

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

   A. Minutes – October 6, 2014 City Council Work Session _____

   B. Resolution Approving Disbursements for Period Ending November 5, 2014 _____

   C. Resolution Providing for the Sale of $7,640,000 General Obligation Refunding Bonds, Series 2014B _____

   D. Approve Custom Grading Agreement for 8858 Aviary Path (Lot 7, Block 2, Annistone Ranch) _____

   E. Approve Encroachment Agreements related to Landowner with City Easement for Lots 1-4, Block 1 of the Argenta Hills 9th Addition _____

   F. Resolution Approving First Amended Joint Powers Agreement (JPA) with Dakota County for the Preliminary Engineering and Final Design for City Project No. 2014-11, Argenta Trail at Trunk Highway 55 _____

   G. Approve Letter of Support for Regional Solicitation Grant Application _____

   H. Resolution Establishing Utility Rates for 2015 _____

   I. Schedule Public Hearing _____

   J. Resolution Authorizing Payments to Churches Used as Polling Places _____

   K. 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. MIKE THOMAS; Consider Resolution relating to a Conditional Use Permit to Allow an Outdoor Storage Facility for the property located at 7537 Concord Blvd _____

B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution relating to a Vacation of Part of East 47th Street and Drainage Easement _____

C. **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 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 _____

Plus these additional amendments:

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

d) Change 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 _____

D. **CITY OF INVER GROVE HEIGHTS:** Discuss Complaint regarding Dawnway Landfill Exceeding the Approved Demolition Debris Limits _____

FIRE DEPARTMENT:

E. **CITY OF INVER GROVE HEIGHTS:** Consider Request of the Inver Grove Heights Fire Department Relief Association to Raise the Retirement Benefit Level _____

FINANCE:

F. **CITY OF INVER GROVE HEIGHTS:** Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2015 _____

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 WORK SESSION
MONDAY, OCTOBER 6, 2014 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in work session on Monday, October 6, 2014, in the 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 Administrator Lynch, City Attorney Kuntz, 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. FIRE STATION

Steve Gausman, Five Bugles, explained they had started to delve into the first schematic design for the site. He explained topography played a huge role in the overall site selection process. He noted the potential site locations would not be reviewed at this time and the intent was to focus solely on design elements.

Ed Mishefske, Five Bugles, reviewed the site selection & programming process. He explained the design team met with Fire staff to gain a better understanding of operations and how the department worked. He stated at this point the process was focused on the department's needs, not on a budget. He explained they asked a lot of questions at the beginning of the project to make sure they understood how the department worked and that every possible space that could be in the Fire Station was discussed. He stated the site selection process was very specific. He reviewed the site evaluation process and state two (2) of the potential sites were rated much higher than the other four (4).

Mr. Gausman explained following the tentative site selection the current fire delivery services were evaluated and the space needs for the new station were studied. He stated it was nice to have a site to look at because it would affect the architecture of the building. He provided a topographical overview of the tentative site, noting that it had huge visibility from a major thoroughfare and strong arterial access. He stated the intent was to build in opportunities for training on the site. He presented an overview of the preliminary layout of the station. He noted based on initial discussions the size of the station was estimated to be approximately 27,000 square feet and that footprint had been reduced to 23,000 square feet. He reviewed some of the features that were included in the design to achieve efficiencies including four-fold garage doors that open in four (4) seconds versus 30-40 seconds for standard overhead doors. He explained they would continue to refine the options for floor plan arrangements and the feasibility study would include a schedule for the selection of materials.

Mr. Mishefske stated a 23,000 square foot facility was fairly standard for the department's size and delivery service area. He noted he had not built a station in the last five (5) years that didn't include as many training options as possible.

Councilmember Piekarski Krech questioned if the training facility would be big enough for other departments to use as well.

Mr. Mishefske stated it had the potential to be and it made sense to include training aids in the design.

Mr. Lynch reviewed the proposed schedule and stated the preliminary design would be completed in November and the final design process would begin in 2015.

Mayor Tourville questioned how close they were to getting a cost estimate.

Mr. Lynch stated they would not have a complete number until after the final design process was completed. He reiterated staff went through the process to score the six (6) potential site locations and wanted to receive authorization to proceed with the final design before starting the negotiation process for potential land acquisition.

Mr. Mishefske stated the site selection was based on qualified reasons that could be justified to the community.

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3. CHS PARKING RESTRICTIONS

4. ON STREET PARKING REGULATIONS

Mr. Link explained CHS expressed concerns related to the storage of trucks and semi trailers on Cenex Drive for extended periods of time. He stated the concerns were primarily related to traffic and pedestrian safety, conflicting land use, and aesthetics. He explained the Police department identified a need to address long-term parking of vehicles, such as boats and trailers, on City streets. He noted the major issues were that the vehicles obstructed the driving public and created potential safety hazards. The majority of the neighborhood concerns related to the affect on property values. He explained both issues could be addressed with ordinance amendments. The first would prohibit the parking and storage of semi-trucks and trailers on Cenex Drive. The second ordinance amendment would prohibit long-term on-street parking and storage of vehicles, trailers, and boats in residential neighborhoods. He added the Council could also impose a time restriction, such as a 24 hour maximum.

Mayor Tourville agreed the issue needed to be addressed. He stated the parking and storage on Cenex Drive could create safety issues for pedestrians and employee traffic at CHS.

Mr. Kuntz stated the City did not have a lot of parking regulations and three (3) potential regulations were identified for consideration. He noted all three options would likely require an educational initiative for the community.

Councilmember Madden questioned if the ordinance amendment would include weight restrictions.

Chief Stanger stated they would be included within the definitions.

Councilmember Piekarski Krech suggested imposing a no parking restriction on Cenex Drive.

Cenex – stated they still wanted employees to be able to park along Cenex Drive.

Councilmember Piekarski Krech questioned if it would be best to prohibit the parking of commercial vehicles on Cenex Drive.

Mr. replied in the affirmative. He stated there was a need for employee parking along Cenex Drive but trucks and trailers did not look attractive being stored at the entrance of a Fortune 100 company.

Mayor Tourville suggested adding restrictions for construction roll off boxes.

Councilmember Piekarski Krech suggested instituting a time limit for roll off boxes such as 48 hours.

Councilmember Mueller questioned if something could be done to expedite the process for CHS.

Mr. Kuntz stated an ordinance could be prepared for consideration at the October 27th meeting.

Mr. Lynch noted staff would like to consider both ordinance amendments concurrently.

Councilmember Piekarski Krech stated a notice should be posted along Cenex Drive that parking would be prohibited in the near future.

Councilmember Madden suggested concentrating on the Cenex Drive issue first.

Mr. Kuntz stated the ordinance related to parking in residential neighborhoods would likely need to go through three (3) readings because more public input would be received.

5. 2015 BUDGET

Ms. Smith stated the draft CIP was originally presented in September and updates had been made since the preliminary levy. She noted the information from Ehlers and the data from the golf course still needed to be incorporated.

Councilmember Bartholomew stated he had questions related to the capital improvement entries for the golf course.

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Ms. Smith stated the golf course budget would be discussed in detail in November. She reviewed the capital project and enterprise funds. She explained the Storm Water Fund was currently not self-supporting. She recommended reviewing the rates annually and discussing potential increases so the fund would become self-supporting.

Councilmember Piekarski Krech questioned if shortfall was a billing issue.

Ms. Smith stated staff was working to get the issue resolved and get billings sent out.

Councilmember Bartholomew clarified that Fund 441 was negative.

Ms. Smith replied in the affirmative. She explained it was the result of $500,000 being used to purchase land in the Northwest Area. She provided an overview of the Sewer & Water Funds.

Mayor Tourville stated he appreciated that staff provided multiple years of projections in fund balances within the CIP.

Councilmember Madden questioned how often the forecasts were updated.

Ms. Smith stated the information for basic funds was updated on a quarterly basis. She reviewed the internal service funds and noted that replacement pieces were included in the Central Equipment and Technology funds.

Mayor Tourville stated the Capital Projects Fund 400 was projected out to zero. He clarified the fund did not receive allocations from each department.

Ms. Smith stated the fund was initially created with money set aside and it did not have an ongoing revenue source.

Mr. Lynch noted in the past the fund had been used for unanticipated or emergency purchases that were capital in nature.

Councilmember Bartholomew confirmed it was funded with prior retained earnings.

Ms. Smith stated it was different than the City Facilities internal service fund which primarily reported the operating side of City Hall. She added no allocation was being provided for replacements within the building.

Councilmember Bartholomew expressed concerns about the Technology fund. He stated the balance seemed to be growing each year and he questioned if there was a set schedule for replacement or if the number was just being inflated. He stated he was concerned that the allocated charges for 2015 were too high. He reiterated it had a huge fund balance and he stated the request should bear out the need.

Ms. Smith explained the replacement schedule would be updated for the 2016 budget. She stated she was concerned that the fund may be underfunded in the future which is why the replacement schedule was being updated.

Councilmember Bartholomew clarified the charge was kept the same in order to prevent a larger shortfall in 2016.

Ms. Smith reviewed the current allocation calculation.

Mr. Lynch stated each department paid for operations and replacement of equipment.

Mayor Tourville stated the City Facilities fund also collected allocations from each department.

Ms. Smith clarified it collected allocations for operations, not for future replacement of the building or large ticket repair items.

Mr. Thureen reviewed the proposed changes in the Stormwater, Water, and Sewer Utility budgets. He recommended not changing the stormwater fee until the billing issue was resolved. He explained the proposed stormwater budget shifted expenditures between different line items in order to address higher priority needs. He stated an increase of $65,000 was proposed to fund an update to the Northwest Area

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stormwater model to incorporate new design standards. A $1,600 increase was proposed to cover increases in storm water utility charges paid to Eagan and South St. Paul. WMO dues were also scheduled to increase by $6,800. A $30,000 increase was proposed to fund escrow for an update to the City's Water Resources Management Plan that will be required as part of the Comprehensive Plan update. The purchase of MS4 storm water permit tracking and reporting software was also proposed at an estimated cost of $10,000.

Councilmember Bartholomew questioned why an expense item was being reduced by $112,600.

Mr. Thureen stated it was reduced to fund a higher priority need for maintenance in the field.

Mr. Thureen stated the Water Fund proposed a 2% rate increase as per the recommendation from the 2012 utility rate study performed by Ehlers. Personnel increases were proposed to establish the position of Water Treatment Operator and to hire an additional utility maintenance worker. He explained this would overstaff the Utilities division by one (1) FTE to allow time for the transfer of hands-on knowledge of the system in preparation for a likely retirement in 2016. Purchased Services were reduced because no major rehabilitation projects were planned for 2015. A $15,000 increase was proposed to deal with necessary water main repairs. He explained the proposed Capital Outlay increases were for new equipment and system upgrades at the Water Treatment Plant and Babcock Booster Station.

Mr. Thureen explained 3.5% rate increase in sewer charges was proposed for 2015. The majority of the proposed increases were to cover utility rate increases from Eagan, South St. Paul and the Metropolitan Council.

Mayor Tourville questioned why the heating costs for the Argenta Hills Sanitary Lift Station were projected to increase by $2,000.

Mr. Thureen stated it was a combination of rate increases and usage. He noted they were trying to maintain a minimum temperature to properly care for the control system.

6. HERITAGE VILLAGE PARK BOND REQUEST

Mr. Carlson reviewed the Master Plan for Heritage Village Park. He explained the City had made progress towards development of the park through land acquisition, environmental cleanup, and phased park improvements. He noted the City had always viewed the park's development as a multi-year project that would be addressed as funding became available. In the 2014 legislative session the City was awarded a $2,000,000 grant from the bonding bill administered by the Metropolitan Council. Grant proceeds were required to be used at Swing Bridge Park, Heritage Village Park, or the Mississippi River Regional Trail. The grant allowed the City to utilize funds for land acquisition, roadway, public utility, stormwater treatment, or park improvements. The grant requirements included stipulations that the City must match the State grant with non-state dollars at a 1:1 ratio, the City could commit to a grant in the amount of $0 to $2,000,000, and the City had until 12/31/18 to enter into a grant agreement. He stated the risk of waiting too long was the legislature could cancel appropriated amounts at any time. He reviewed a concept plan developed by staff to utilize a portion of the grant. The plan was a phased approach beginning in 2014 and ending in 2018. He explained if the Council proceeded with the plan consideration would have to be given to increase funding for the Park Capital Replacement Fund in the amount of approximately $60,000 annually for future replacement of park related investments. An increase in the Park Maintenance Operating Budget would also need to be considered to handle the increase in day-to-day activities required to maintain an expanded parks system. He noted the current balance of the Park Acquisition and Development Fund was approximately $1,300,000. He stated under the proposed concept approximately $874,000 of the grant would not be utilized. Two opportunities to partner with Dakota County could be explored to utilize the remaining proceeds for the Dakota County Mississippi River Trail Interpretive Plan and the planned trailhead facility along the Mississippi River Regional Trail at Pine Bend Bluffs. He noted the City had to have eligible expenses that could be reimbursed through the grant.

Councilmember Bartholomew questioned how it would help to partner with Dakota County.

Mr. Carlson explained County funds were considered non-state dollars that could be used to meet the

fund match requirements.

Councilmember Bartholomew stated he was concerned about the ongoing cost of ownership.

Councilmember Piekarski Krech stated she could support Phase 1 of the concept plan because it involved property acquisitions. She noted she was not as supportive of Phase 2 as proposed.

Councilmember Mueller stated it was a lot of money.

Mayor Tourville opined the park had the potential to be a regional site and it could help with the Concord redevelopment efforts.

Mr. Link stated the idea was that Heritage Village Park would eventually be a community park, not necessarily a neighborhood park. He explained the overall plans for the redevelopment of the Concord area considered increased commercial and residential development. He noted the area would change significantly over the next 2-3 decades. He added Heritage Village Park was supposed to be something unique for the entire community and was part of a long range vision for the Concord area.

Mayor Tourville reiterated Heritage Village Park should be a destination. He stated he wanted to pursue discussions with the County to see if a viable plan could be developed.

Councilmember Bartholomew stated he would support Phase 1 of the concept plan proposed by staff.

7. INVER WOOD GOLF COURSE MANAGEMENT

Mr. Carlson stated in April of 2014 Council directed staff to establish a work group with members of the Parks and Recreation Commission to discuss best management practices for Inver Wood. Over the course of several months the work group met on a number of occasions to review a number of issues related to the golf course. The work group developed a set of recommendations for consideration as well as a RFP that could be used to potentially outsource management of the course. The work group, in conjunction with the Parks and Recreation Commission, recommended that the City continue to operate Inver Wood with existing staff in 2015 and 2016. Additionally the groups recommended that the City support efforts to introduce new ideas intended to increase revenues. The expectation was for the course to generate positive operating revenue of 11% over operating expenses in 2015 and 2016 and to use any excess revenue to fund capital needs at the course. It was also expected that the revenue generated at the course would cover capital investments in buildings, equipment, and golf carts. The groups recommended development of a capital improvement financing plan for large capital projects of the golf course that are needed to keep Inver Wood as a viable golf asset.

Councilmember Piekarski Krech questioned it would cost to replace the entire irrigation system.

Mr. Carlson estimated full replacement would cost approximately $1.8 million. He stated the recommendation was to complete the replacement in phases to break the costs up.

Councilmember Piekarski Krech questioned if replacing the controller would take care of the head that was leaking.

Mr. Carlson stated leaks in the system were not related to the controller. He explained the City could not buy replacement parts for the current controller system because it was outdated and original to the course.

Mayor Tourville questioned if the City could expect the replacement system to last another 20 years.

Mr. Carlson stated he would expect an even longer life due to new technology that is available.

Councilmember Piekarski Krech questioned if there was room to expand in the clubhouse for the sale of an expanded selection of alcohol and food.

Mr. Carlson stated staff believed there would be space available and was still looking into potential options.

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Councilmember Bartholomew opined the proposed cost for capital improvement investments was too big of a range. He stated the course was not paying for itself if it could not fund capital improvements. He explained his main concern was that the cost for capital improvements had to be justifiable. He noted he was impressed with the current operations when he reviewed the revenues versus expenses.

Mayor Tourville stated he was also concerned with the range for the estimated costs of capital improvements. He opined the City had made a lot of headway in the last year at the course. He supported the recommendation to give current staff the opportunity to run the course in 2015 and 2016. He added the course was an amenity to community.

Councilmember Bartholomew stated his main concern was whether or not an amenity that cost the City that much every year was worth it and if it was a business the City should be involved in.

Councilmember Piekarski Krech requested that staff prioritize the proposed capital improvements in terms of efficiencies that would be gained as a result of the improvement. She opined the improvements should be evaluated based on whether or not they would help staff work more efficiently and effectively to maximize the golf experience for customers.

Councilmember Bartholomew added he would also like staff to include information regarding the return on investment for each of the capital improvements.

8. ADJOURN

Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:40 p.m.

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AGENDA ITEM _____4B_____

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

Meeting Date:	November 10, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 23, 2014 to November 5, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 5, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	$711,581.76
Debt Service & Capital Projects	1,043,944.28
Enterprise & Internal Service	506,996.95
Escrows	72,271.46
Grand Total for All Funds	$2,334,794.45

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 October 23, 2014 to November 5, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING November 5, 2014

WHEREAS, a list of disbursements for the period ending November 5, 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	$711,581.76
Debt Service & Capital Projects	1,043,944.28
Enterprise & Internal Service	506,996.95
Escrows	72,271.46
Grand Total for All Funds	$2,334,794.45

Adopted by the City Council of Inver Grove Heights this 10th day of November, 2014.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/23/2014 - 11/5/2014

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ACE PAINT & HARDWARE	521685/5	10/24/2014	501126	101.44.6000.451.60065	21.95
ACE PAINT & HARDWARE	521698/5	10/24/2014	10/1/14	101.44.6000.451.60040	12.99
ACE PAINT & HARDWARE	521708/5	10/24/2014	501126	101.44.6000.451.60012	3.99
ACE PAINT & HARDWARE	521915/5	11/05/2014	501126	101.43.5100.442.60040	127.97
ACE PAINT & HARDWARE	521589/5	10/24/2014	501126	101.42.4000.421.60065	(35.99)
ACE PAINT & HARDWARE	10/28/14 FIRE	11/05/2014	501126	101.42.4200.423.60065	9.95
ACE PAINT & HARDWARE	521585/5	10/24/2014	501126	101.42.4000.421.60065	49.97
ACE PAINT & HARDWARE	9/24/14	10/24/2014	521598/5	101.42.4000.421.60065	3.99
ACE PAINT & HARDWARE	521643/5	10/24/2014	501126	101.44.6000.451.60065	11.99
ARROW MOWER, INC.	30289	10/24/2014	8012	101.43.5200.443.60016	62.70
ASPEN MILLS	155771	11/05/2014	55077I	101.42.4200.423.60045	87.90
ASPEN MILLS	155772	11/05/2014	55077I	101.42.4200.423.60045	94.90
AT & T MOBILITY	287237771092X101220	11/05/2014	287237771092	101.41.1000.413.50020	91.12
AT & T MOBILITY	287237771092X101220	11/05/2014	287237771092	101.43.5100.442.50020	32.04
BARNA, GUZY, & STEFFEN LTD	136418	10/24/2014	50003-005	101.41.1100.413.30430	182.00
BAUER, CORA L	10/24/14	10/24/2014	REIMBURSE-MILEAGE ROCHESTER	101.41.2000.415.50065	113.28
BAUER, CORA L	10/8/14	10/24/2014	REIMBURSE-MILEAGE 10/8/14	101.41.2000.415.50065	59.36
BITUMINOUS ROADWAYS, INC.	23154	10/24/2014	35266	101.43.5200.443.60016	8,963.25
BOTTEN, HEATHER	10/3/14	10/24/2014	REIMBURSE-MNAPA	101.45.3200.419.50080	509.44
BUREAU OF CRIMINAL APPREHENSION	00000231990	10/24/2014	00000012981	101.42.4000.421.40044	390.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0033882	10/31/2014	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 41(	101.203.2032100	279.69
CAT-PERSONAL SAFETY TRAINING	11457	10/24/2014	91014	101.43.5200.443.60045	203.69
CEAM C/O LEAGUE OF MN CITIES	RENEWAL 2014	10/29/2014	RENEWAL-S. DODGE	101.43.5100.442.50070	60.00
CENTURY LINK	10/19/14 651 455 9072	11/05/2014	651 455 9072 782	101.42.4200.423.50020	42.49
CENTURY LINK	9/22/14 651 457 4184 7	10/24/2014	651 457 4184 746	101.44.6000.451.50020	58.94
CENTURY LINK	9/22/14 651 457 5524 9	10/24/2014	651 457 5524 959	101.44.6000.451.50020	64.89
CITY OF SAINT PAUL	IN00004819	11/05/2014	SEPT 2014 RADIO MAINTENANCE	101.42.4000.421.40042	299.91
CITY OF SAINT PAUL	IN00004023	10/24/2014	76	101.43.5200.443.60016	10,870.03
COLLINS ELECTRICAL CONST.	1431926.01	10/24/2014	92514	101.43.5200.443.40046	123.50
COLLINS ELECTRICAL CONST.	1432007.01	10/29/2014	92514	101.43.5200.443.40046	130.00
COMCAST	10/19/14 8772 10 591 0	11/05/2014	8772 10 591 0024732	101.42.4200.423.30700	2.25
COMCAST	10/5/14 8772 10 591 03	11/05/2014	8772 10 591 0359526	101.42.4200.423.30700	2.10
COPY RIGHT	64657	10/24/2014	9/23/14	101.42.4000.421.50030	282.09
CUSTOM REMODELERS, INC.	107364	11/05/2014	BD2014-2193 PROJECT CANCELLED	101.45.0000.3221000	82.60
DAKOTA COMMUNICATIONS CENTER	IG2014-11	11/05/2014	NOVEMBER 2014	101.42.4000.421.70502	42,672.60
DAKOTA COMMUNICATIONS CENTER	IG2014-11	11/05/2014	NOVEMBER 2014	101.42.4200.423.70502	4,741.40
DAKOTA CTY FINANCIAL SVCS	00012866	10/24/2014	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	00012866 B	10/24/2014	AUG 14 SUBSCRIBER FEE	101.42.4000.421.70501	1,353.14
DAKOTA CTY FINANCIAL SVCS	00012866 B	10/24/2014	AUG 14 SUBSCRIBER FEE	101.42.4200.423.30700	1,376.47
DAKOTA CTY PROP TAXATION & RECORDS	10/2/14	10/24/2014	DOC NO. 3029260-3029266	101.45.0000.3413000	460.00
DAKOTA ELECTRIC ASSN	109394-7 10/14	10/24/2014	109394-7	101.43.5400.445.40020	1,169.20
DAKOTA ELECTRIC ASSN	246837-9 10/14	10/24/2014	246837-9	101.44.6000.451.40020	4,190.62
DAKOTA ELECTRIC ASSN	250165-8 10/14	10/24/2014	250165-8	101.44.6000.451.40020	686.27
DAKOTA ELECTRIC ASSN	393563-2 10/14	10/24/2014	393563-2	101.44.6000.451.40020	445.52
DAKOTA ELECTRIC ASSN	426713-4 10/14	10/24/2014	426713-4	101.43.5400.445.40020	39.53
DAKOTA ELECTRIC ASSN	443054-2 10/14	10/24/2014	443054-2	101.44.6000.451.40020	10.00
DJ MEDIN ARCHITECTS, INC.	14-026-3	10/24/2014	7/24/14	101.44.6000.451.40040	729.00
EFTPS	INV0033580	10/20/2014	FEDERAL WITHHOLDING	101.203.2030200	18.15
EFTPS	INV0033582	10/20/2014	MEDICARE WITHHOLDING	101.203.2030500	13.00
EFTPS	INV0033583	10/20/2014	SOCIAL SECURITY WITHHOLDING	101.203.2030400	55.56
EFTPS	INV0033900	10/31/2014	FEDERAL WITHHOLDING	101.203.2030200	39,652.94
EFTPS	INV0033902	10/31/2014	MEDICARE WITHHOLDING	101.203.2030500	10,802.90
EFTPS	INV0033903	10/31/2014	SOCIAL SECURITY WITHHOLDING	101.203.2030400	32,145.90
EFTPS	INV0033908	11/03/2014	FEDERAL WITHHOLDING	101.203.2030200	538.18
EFTPS	INV0033910	11/03/2014	MEDICARE WITHHOLDING	101.203.2030500	118.68
EHLERS AND ASSOCIATES, INC.	65847	11/05/2014	CHS EXPANSION	101.41.1100.413.30150	1,281.25
EMMONS & OLIVIER RESOURCES	00095-0044-7	11/05/2014	000095-0044	101.43.5100.442.30300	6,316.43
FERRELLGAS	1082890298	10/24/2014	7754787	101.42.4200.423.60018	132.42
FIREHOUSE MAGAZINE	9/10/14 120390	11/05/2014	120390	101.42.4200.423.50070	29.95
FIRSTSCRIBE	2463976	11/05/2014	10/1/14	101.43.5100.442.40044	250.00
FOX, KIM	10/16/14	10/29/2014	REIMBURSE-NOTARY STAMP	101.45.3000.419.60065	31.48
FOX, KIM	10/22/14	10/29/2014	REIMBURSE-RECORDER	101.45.3000.419.60010	30.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0033884	10/31/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0033885	10/31/2014	HSA ELECTION-SINGLE	101.203.2032500	2,596.34
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.41.1100.413.30550	1.18
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.41.2000.415.30550	2.30
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.42.4000.421.30550	11.80
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.43.5000.441.30550	1.18
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.43.5100.442.30550	3.54
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.43.5200.443.30550	1.18
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.44.6000.451.30550	3.93
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.45.3000.419.30550	1.06

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	101.45.3300.419.30550	3.54
GOODPOINTE TECHNOLOGY, INC.	7011	11/05/2014	2014 PCI PAVEMENT SURVEY	101.44.6000.451.40046	2,700.00
GRAINGER	9418482627	11/05/2014	806460150	101.44.6000.451.40040	113.26
HILLYARD INC	601338479	10/24/2014	274086	101.42.4200.423.60011	464.15
HOISINGTON KOEGLER GROUP INC.	007-047-21	11/05/2014	007-047	101.45.3200.419.30600	1,378.65
HOISINGTON KOEGLER GROUP INC.	007-047-20	10/24/2014	6/1/14-6/30/14	101.45.3200.419.30600	658.75
HUNTING, ALLAN	10/3/14	10/24/2014	REIMBURSE-MN STATE PLANNING CONFEREN	101.45.3200.419.50080	283.44
ICMA RETIREMENT TRUST - 457	INV0033886	10/31/2014	ICMA-AGE <49 %	101.203.2031400	4,202.84
ICMA RETIREMENT TRUST - 457	INV0033887	10/31/2014	ICMA-AGE <49	101.203.2031400	4,525.00
ICMA RETIREMENT TRUST - 457	INV0033888	10/31/2014	ICMA-AGE 50+ %	101.203.2031400	1,095.94
ICMA RETIREMENT TRUST - 457	INV0033889	10/31/2014	ICMA-AGE 50+	101.203.2031400	4,812.87
ICMA RETIREMENT TRUST - 457	INV0033890	10/31/2014	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0033898	10/31/2014	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	587.70
IDENTISYS	218282	11/05/2014	CO11159	101.42.4200.423.60010	595.96
IGH FIREFIGHTERS RELIEF ASSOCIATION	2014 AID	10/15/2014	2014 AID	101.42.4200.423.20500	179,644.95
IMPRESSION SIGNS AND GRAPHICS	11684	10/24/2014	OPEN HOUSE BANNERS	101.42.4200.423.50030	432.70
ING DIRECT	INV0033907	11/03/2014	MSRS-HCSP	101.203.2032200	9,810.98
INVER GROVE FORD	9/25/14 94917	10/24/2014	9/25/14	101.42.4000.421.70300	267.81
ISAACSON, CARRIE	10/22/14	10/29/2014	REIMBURSE-MNGFOA CONFERENCE	101.41.2000.415.50065	146.36
JRK SEED & TURF SUPPLY	13262/4	10/24/2014	1382	101.44.6000.451.60065	708.00
LANGUAGE LINE SERVICES	3465318	11/05/2014	9020909043	101.42.4000.421.50020	102.10
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.41.1000.413.30420	2,544.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.42.4000.421.30420	252.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.43.5000.441.30420	284.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.43.5100.442.30420	3,646.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.44.6000.451.30420	244.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.45.3200.419.30420	1,696.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	101.45.3300.419.30420	592.00
LEVANDER, GILLEN & MILLER P.A.	9/30/14 92000E	11/05/2014	92000E	101.42.4000.421.30410	16,210.84
LIFELINE TRAINING	21021	11/05/2014	J. ROBERTSON / P. SLOAN	101.42.4000.421.50080	278.00
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	101.41.1100.413.50025	49.00
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	101.45.3200.419.50025	49.00
LOCAL GOVERNMENT INFORMATION SYSTEM	39051	11/05/2014	106325	101.42.4000.421.70501	1,609.00
LOCAL GOVERNMENT INFORMATION SYSTEM	39061	10/24/2014	111541	101.42.4200.423.30700	110.00
M & J SERVICES, LLC	12/10/1902	10/29/2014	92414	101.43.5200.443.40046	2,062.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1147126 - Nov	10/24/2014	GROUP #012439	101.45.3300.419.20630	(28.50)
MADISON NATIONAL LIFE INSURANCE COMPAN	1147126	10/24/2014	GROUP #012439	101.203.2031700	2,533.21
METROPOLITAN COUNCIL ENVIRON SRVCS	SEPTEMBER 2014	11/05/2014	SEPTEMBER 2014	101.41.0000.3414000	(248.50)
MIKE'S SHOE REPAIR, INC.	9302114	10/24/2014	9/30/14	101.42.4200.423.30700	67.00
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0033883	10/31/2014	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005	101.203.2032100	495.61
MN DEPT OF COMMERCE	10/22/14	10/24/2014	2014 UNCLAIMED PROPERTY	101.207.2070600	500.00
MN DEPT OF REVENUE	INV0033581	10/20/2014	STATE WITHHOLDING	101.203.2030300	9.71
MN DEPT OF REVENUE	INV0033891	10/31/2014	LETTER ID: L0937545088 - REITBERGER	101.203.2031900	205.02
MN DEPT OF REVENUE	INV0033901	10/31/2014	STATE WITHHOLDING	101.203.2030300	16,604.19
MN DEPT OF REVENUE	INV0033909	11/03/2014	STATE WITHHOLDING	101.203.2030300	180.57
MN EROSION CONTROL ASSOCIATION	MS4 11/13/14	11/05/2014	REGISTRATION - S. DODGE	101.43.5100.442.50080	60.00
MN FIRE CHIEFS ASSOCIATION	INV0033644	10/24/2014	KITCHEN FIRE & RENTAL AGREEMENT	101.42.4200.423.30700	50.00
MN LIFE INSURANCE CO	Nov-14 CR	11/05/2014	Policy #0027324	101.45.3300.419.20620	(4.95)
MN LIFE INSURANCE CO	Nov-14	11/05/2014	Policy #0027324	101.203.2030900	3,035.45
MN NCPERS LIFE INSURANCE	NOVEMEBER 2014	11/05/2014	54200	101.203.2031600	336.00
MN NCPERS LIFE INSURANCE	OCTOBER 2013	10/02/2013	OCTOBER 2013 PREMIUM	101.203.2031600	288.00
MN SOCIETY OF PROF. ENGINEERS	11/3/14	11/05/2014	ANNUAL DUES FOR NSPE/MSPE	101.43.5000.441.50070	361.00
MNFIAM BOOK SALES	1937	11/05/2014	10/27/14	101.42.4200.423.60018	573.00
MUNICIPAL EMERGENCY SERVICES, INC.	00566842_SNV	11/05/2014	43426	101.42.4200.423.60045	7,615.74
MUNICIPAL EMERGENCY SERVICES, INC.	00567550_SNV	11/05/2014	43426	101.42.4200.423.60045	4,934.00
NATURE CALLS, INC.	20975	10/24/2014	AUGUST 2014	101.44.6000.451.40065	1,611.00
NFPA	6236364Y	10/24/2014	5122985	101.42.4200.423.60006	1,676.45
O'DONNELL, SCOTT	10/29/14	10/29/2014	REIMBURSE-MN GIS CONFERENCE	101.41.1000.413.60040	111.39
O'DONNELL, SCOTT	10/29/14	10/29/2014	REIMBURSE-MN GIS CONFERENCE	101.41.1100.413.60065	7.06
O'DONNELL, SCOTT	10/29/14	10/29/2014	REIMBURSE-MN GIS CONFERENCE	101.45.3200.419.60065	31.05
O'REILLY AUTO PARTS	1767-105704	11/05/2014	1578028	101.42.4200.423.60040	59.99
OXYGEN SERVICE COMPANY, INC	07821330	11/05/2014	04394	101.42.4000.421.60065	89.00
OXYGEN SERVICE COMPANY, INC	03278967	10/24/2014	04394	101.42.4000.421.60065	24.00
PERA	INV0033578	10/20/2014	PERA COORDINATED PLAN	101.203.2030600	56.00
PERA	INV0033579	10/20/2014	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	4.48
PERA	INV0033892	10/31/2014	PERA COORDINATED PLAN	101.203.2030600	30,012.38
PERA	INV0033893	10/31/2014	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,400.96
PERA	INV0033894	10/31/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0033895	10/31/2014	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	INV0033896	10/31/2014	PERA POLICE & FIRE PLAN	101.203.2030600	11,958.49
PERA	INV0033897	10/31/2014	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	17,937.64
PETTY CASH - POLICE	10/29/14	10/29/2014	PETTY CASH	101.42.4000.421.50075	18.03
PETTY CASH - POLICE	10/29/14	10/29/2014	PETTY CASH	101.42.4000.421.50075	20.43
PHUNG, HUY	10/20/14	11/05/2014	RECEIPT#R00109757	101.42.0000.3225500	25.00
RESCUEPAX, LLC	182	10/24/2014	NFPA TRAINING	101.42.4200.423.30700	2,500.00
RESCUEPAX, LLC	181	10/24/2014	9/15/14	101.42.4200.423.30700	2,500.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4766	10/24/2014	GATEWAY TO TUSCANY	101.41.1000.413.50080	45.00
SAM'S CLUB	10/23/14 7715 0907 46	11/05/2014	7715 0907 4685 8893	101.42.4200.423.50075	239.04
SAM'S CLUB	10/23/14 7715 0907 46	11/05/2014	7715 0907 4685 8893	101.42.4200.423.60006	726.21
SAM'S CLUB	10/23/14 7715 0907 46	11/05/2014	7715 0907 4685 8893	101.42.4200.423.60065	70.51
SAVATREE	3387270	10/24/2014	1117885	101.44.6000.451.30700	1,360.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
SHORT ELLIOTT HENDRICKSON, INC.	287700	11/05/2014	117543	101.43.5100.442.30300	600.12
SIGNWAREHOUSE.COM	34296	11/05/2014	72023	101.43.5200.443.60016	262.74
SIGNWAREHOUSE.COM	34316	11/05/2014	72023	101.43.5200.443.60016	135.30
SIRCHIE FINGER PRINT LABORATORIES	0183146-IN	11/05/2014	00-0055077	101.42.4000.421.60065	122.95
SOLBERG AGGREGATE CO	13015	10/24/2014	80214	101.43.5200.443.60016	198.00
T MOBILE	10/8/14 494910368	11/05/2014	49410368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	830415681	10/24/2014	1000197212	101.42.4000.421.30700	147.95
TWIN CITIES OCCUPATIONAL HEALTH PC	109I2387	10/24/2014	109I2387	101.41.1100.413.30500	255.00
TYLER TECHNOLOGIES, INC	025-108311	11/05/2014	41443	101.41.2000.415.40044	438.00
U OF M - CCE REGISTRATION	10/28/14	10/29/2014	APWA MN CHAPTER FALL CONFERENCE	101.43.5000.441.50080	245.00
U OF M - EXTENSION REGISTRATION	10/28/14	11/05/2014	REGISTRATION - 3 INDIVIDUALS	101.44.6000.451.50080	395.00
ULI MINNESOTA	11/12/14 T. LINK	10/29/2014	REGISTRATION 9TH ANNUAL ULI MN ECONOMI	101.45.3000.419.50080	90.00
UNIFIRST CORPORATION	900223270	10/24/2014	1051948	101.43.5200.443.60045	49.62
UNIFIRST CORPORATION	900223270	10/24/2014	1051948	101.44.6000.451.60045	24.65
UNIFIRST CORPORATION	900224181	10/29/2014	1051948	101.43.5200.443.60045	29.82
UNIFIRST CORPORATION	900224181	10/29/2014	1051948	101.44.6000.451.60045	24.65
UNIFIRST CORPORATION	900225130	11/05/2014	1051948	101.43.5200.443.60045	29.82
UNIFIRST CORPORATION	900225130	11/05/2014	1051948	101.44.6000.451.60045	24.65
UNIFORMS UNLIMITED	219996	10/24/2014	I14866	101.42.4000.421.60045	78.52
USA MOBILITY WIRELESS INC	X0317409J	10/24/2014	0317409-1	101.42.4000.421.50020	4.89
WAL-MART BUSINESS	OCT 6032202530257111	11/05/2014	6032 2025 3025 7113	101.42.4000.421.60065	203.32
WAL-MART BUSINESS	9/22/14 6032 2025 3025	10/24/2014	6032 2025 3025 7113	101.42.4000.421.60065	55.07
YUCKOS INC	14686	10/24/2014	9/26/14	101.44.6000.451.60011	218.00
ZIMMER, JUDITH	421344	10/24/2014	OCTOBER 2014	101.41.1100.413.30700	600.00
Fund: 101 - GENERAL FUND					**536,163.49**
TWIN CITIES TOURISM ATTRACTIONS ASSOCIA	10/23/14	11/05/2014	NOVEMBER 15	201.44.1600.465.50025	1,000.00
Fund: 201 - C.V.B. FUND					**1,000.00**
CORNELL, ETHAN	10/14/14	10/24/2014	SOFTBALL CONDUCT FEE	204.228.2280100	50.00
FEIDT, BRIAN	10/14/14	10/24/2014	FALL 2014 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
FOLLMER, ADAM	10/14/14	10/24/2014	SOFTBALL CONDUCT FEE	204.228.2280100	50.00
FUN EXPRESS INC	667692963-01	11/05/2014	20867186	204.44.6100.452.60009	104.34
GALLAHUE, NICK	10/14/14	10/24/2014	SOFTBALL CONDUCT FEE	204.228.2280100	50.00
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	204.44.6100.452.30550	0.50
GILMAN, JASON	10/9/14	10/24/2014	ARCHERY INSTRUCTOR FALL 2014	204.44.6100.452.30700	250.00
MALERICHARTS	00015	11/05/2014	Boo Bash 2014	204.44.6100.452.30700	100.00
MAYER ARTS INC	2706	10/24/2014	WISH UPON A BALLET 9/19/14	204.44.6100.452.30700	705.00
MENDOTA HGTS ATHLETIC ASSOC.	0001	10/29/2014	10/1/14	204.44.6100.452.50070	360.00
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	204.44.6100.452.60009	134.01
SOUTH ST PAUL UMPIRES ASSOC	10-8-14	11/05/2014	Sept 2014	204.44.6100.452.30700	784.00
SOUTH ST PAUL UMPIRES ASSOC	10-8-14	11/05/2014	Sept 2014	204.44.6100.452.30700	1,876.00
SOUTH ST PAUL UMPIRES ASSOC	8-4-14	11/05/2014	July 2014	204.44.6100.452.30700	3,080.00
TARGET BANK	10/18/14 00028954117	11/05/2014	00028954117	204.44.6100.452.60009	60.00
TOURVILLE, BEN	10/14/14	10/24/2014	SOFTBALL CONDUCT FEE	204.228.2280100	50.00
Fund: 204 - RECREATION FUND					**7,703.85**
ACE PAINT & HARDWARE	5218424/5	10/24/2014	501126	205.44.6200.453.60016	27.99
ACE PAINT & HARDWARE	521820/5	11/05/2014	501126	205.44.6200.453.60012	8.98
ACE PAINT & HARDWARE	521912/5	11/05/2014	501126	205.44.6200.453.60012	19.99
ACE PAINT & HARDWARE	521604/5	10/24/2014	501126	205.44.6200.453.60016	1.58
ACE PAINT & HARDWARE	521604/5	10/24/2014	501126	205.44.6200.453.60040	8.99
ACE PAINT & HARDWARE	521663/5	10/24/2014	501126	205.44.6200.453.60040	7.49
APEX ARENA SOLUTIONS, INC.	1	11/05/2014	AX0005	205.44.6200.453.30700	4,700.00
APEX ARENA SOLUTIONS, INC.	AX0005	10/24/2014	AX0005	205.44.6200.453.30700	4,700.00
B & B SHEETMETAL AND ROOFING, INC.	51847	10/24/2014	10/13/14	205.44.6200.453.40040	5,465.00
B & B SHEETMETAL AND ROOFING, INC.	51847	10/24/2014	10/13/14	205.44.6200.453.40040	5,465.00
BECKER ARENA PRODUCTS, INC.	42-164 00143130	10/24/2014	00143130	205.44.6200.453.80200	18,248.90
BECKER ARENA PRODUCTS, INC.	00100045	10/24/2014	INV000	205.44.6200.453.40040	165.43
BY THE YARD INC.	45088	10/24/2014	9/12/14	205.44.6200.453.40040	296.10
BY THE YARD INC.	45088	10/24/2014	9/12/14	205.44.6200.453.80200	19,676.70
COLVIN, JASON	10/3/14	10/24/2014	REFUND-POOL	205.44.0000.3492900	50.00
COMCAST	10/12/14 8772 10 591 0	11/05/2014	8772 10 591 0127188	205.44.6200.453.50070	177.50
COMMON SENSE BUILDING SERVICES, INC.	34651	11/05/2014	OCTOBER 2014	205.44.6200.453.40040	6,767.85
DUCHENE, DAVID	9/29/14	10/24/2014	FITNESS CANCELLATION	205.44.0000.3493501	34.00
DURA PRO PAINTING LLC	1802	10/24/2014	10/9/14	205.44.6200.453.80200	17,645.00
EZ FITNESS SOLUTIONS, LLC	14-0002	10/24/2014	10/4/14	205.44.6200.453.40042	750.00
EZ FITNESS SOLUTIONS, LLC	14-0001	10/24/2014	9/29/14	205.44.6200.453.40042	284.55
FUN EXPRESS INC	667728308-01	11/05/2014	20867186	205.44.6200.453.60065	61.40
FUN EXPRESS INC	667728308-01	11/05/2014	20867186	205.44.6200.453.60065	47.60
FUN EXPRESS INC	667728308-01	11/05/2014	20867186	205.44.6200.453.60065	303.60
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	205.44.6200.453.30550	4.99
GLEWWE DOORS	172224	11/05/2014	10/10/14	205.44.6200.453.60016	294.00
GLEWWE DOORS	172224	11/05/2014	10/10/14	205.44.6200.453.60016	294.00
GORTER, SARAH	10/10/14	10/29/2014	REIMBURSE-CUB	205.44.6200.453.60065	15.35
GRAINGER	9569140032	11/05/2014	806460150	205.44.6200.453.60016	111.34
GRAINGER	956388652316	10/24/2014	806460150	205.44.6200.453.40040	168.06
GRAINGER	9552153307	10/24/2014	806460150	205.44.6200.453.60016	104.45
GRAINGER	9552868466	10/24/2014	806460150	205.44.6200.453.60016	42.08
HAWK PERFORMANCE SPECIALITIES LLC	3198	11/05/2014	10/9/14	205.44.6200.453.40040	1,192.50
HAWKINS, INC.	3657805	11/05/2014	108815	205.44.6200.453.60024	1,022.13
HAWKINS, INC.	3648990	10/24/2014	108815	205.44.6200.453.60024	1,095.36

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
HEATON, LISA	106935	10/24/2014	CHECK NO. 106935	205.44.0000.3492900	19.50
HILLYARD INC	601345521	11/05/2014	274069	205.44.6200.453.60065	86.60
HILLYARD INC	601336835	10/24/2014	274069	205.44.6200.453.60011	250.25
HILLYARD INC	601336835	10/24/2014	274069	205.44.6200.453.60011	250.25
HILLYARD INC	601318130	10/24/2014	274069	205.44.6200.453.60011	530.48
HILLYARD INC	601318130	10/24/2014	274069	205.44.6200.453.60011	530.48
HILLYARD INC	601321643	10/24/2014	274069	205.44.6200.453.60011	126.69
HILLYARD INC	601321643	10/24/2014	274069	205.44.6200.453.60011	126.70
HOME DEPOT CREDIT SERVICES	10/8/14 6035 3220 171	10/24/2014	6035 3220 1712 8343	205.44.6200.453.60012	143.59
HOME DEPOT CREDIT SERVICES	10/8/14 6035 3220 171	10/24/2014	6035 3220 1712 8343	205.44.6200.453.60016	8.09
HOME DEPOT CREDIT SERVICES	10/8/14 6035 3220 171	10/24/2014	6035 3220 1712 8343	205.44.6200.453.60016	(4.59)
HOME DEPOT CREDIT SERVICES	10/8/14 6035 3220 171	10/24/2014	6035 3220 1712 8343	205.44.6200.453.60040	29.95
HOME DEPOT CREDIT SERVICES	10/8/14 6035 3220 171	10/24/2014	6035 3220 1712 8343	205.44.6200.453.60040	29.94
HUEBSCH SERVICES	3346735	11/05/2014	92965	205.44.6200.453.40040	101.24
HUEBSCH SERVICES	3346735	11/05/2014	92965	205.44.6200.453.40040	168.22
KENAI RIVER BROWN BEARS	9/30/14	10/24/2014	REFUND FOR OVERPAYMENT	205.207.2070300	3.56
KENAI RIVER BROWN BEARS	9/30/14	10/24/2014	REFUND FOR OVERPAYMENT	205.44.0000.3492200	50.00
KRECH IRON WORKS	6595	10/24/2014	WELD BRACKET	205.44.6200.453.40040	137.00
MENARDS - WEST ST. PAUL	66472	10/24/2014	30170270	205.44.6200.453.60016	12.06
MENARDS - WEST ST. PAUL	65230	10/24/2014	30170270	205.44.6200.453.60016	7.41
MENARDS - WEST ST. PAUL	65230	10/24/2014	30170270	205.44.6200.453.60040	24.94
MOULTON, JEFFERY	10/22/14	11/05/2014	MEMBERSHIP CANCELLATION	205.207.2070300	3.06
MOULTON, JEFFERY	10/22/14	11/05/2014	MEMBERSHIP CANCELLATION	205.44.0000.3490100	42.94
NELSON, BARBARA	10/3/14	10/24/2014	FITNESS CANCELLATION	205.44.0000.3493501	59.00
OLD WORLD PIZZA	10/27/14	11/05/2014	10/27/14	205.44.6200.453.60065	60.00
OLD WORLD PIZZA	10/27/14	11/05/2014	10/27/14	205.44.6200.453.76050	174.00
PETTY CASH - ATM	JULY-SEPT 2014	11/05/2014	JULY-SEPT 2014	205.44.6200.453.70440	18.15
PETTY CASH - TERI O'CONNOR	10/31/14	11/05/2014	2014/2015 HOCKEY SEASON	205.100.1010400	1,500.00
PREMIER ELECTRICAL CORPORATION	61168	11/05/2014	09700	205.44.6200.453.40040	387.00
PUSH PEDAL PULL	120900	11/05/2014	8/13/14	205.44.6200.453.80800	14,659.57
R & R SPECIALTIES OF WI, INC.	0055661-IN	10/24/2014	0162596	205.44.6200.453.80200	53,433.00
ROACH, RICK	10/8/14	10/24/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	7.28
ROACH, RICK	10/8/14	10/24/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	5.04
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60011	47.53
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60011	47.53
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60040	7.50
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60065	57.87
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60065	76.39
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.60065	40.47
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.76050	26.74
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	205.44.6200.453.76100	11.76
SCHWARTZ, BETH	9/14/14	10/24/2014	REIMBURSE-BOSU TRAINING	205.44.6200.453.50070	23.05
TAGTMEYER, ANN	10/14/14	10/24/2014	REIMBURSE-LICENSE	205.44.6200.453.50070	27.58
UNITED LABORATORIES	INV099096	11/05/2014	304172	205.44.6200.453.60016	94.74
UNITED LABORATORIES	INV099096	11/05/2014	304172	205.44.6200.453.60016	94.74
UNITED LABORATORIES	INV095926	10/24/2014	304172	205.44.6200.453.60011	192.22
UNITED LABORATORIES	INV095926	10/24/2014	304172	205.44.6200.453.60011	192.23
VANCO SERVICES LLC	00006365875	10/24/2014	SEPTEMBER 2014	205.44.6200.453.70600	86.65
Fund: 205 - COMMUNITY CENTER					**163,266.31**
BRAUN INTERTEC CORPORATION	B003394	11/05/2014	B09213	290.45.3000.419.30700	448.00
BRKW APPRAISALS, INC.	7386	10/24/2014	9/15/14	290.45.3000.419.30700	2,400.00
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	290.45.3000.419.30550	0.11
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	290.45.3000.419.30420	600.00
Fund: 290 - EDA					**3,448.11**
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	402.44.6000.451.30420	148.50
Fund: 402 - PARK ACQ. & DEV. FUND					**148.50**
METROPOLITAN COUNCIL ENVIRON SRVCS	SEPTEMBER 2014	11/05/2014	SEPTEMBER 2014	404.217.2170000	24,850.00
Fund: 404 - SEWER CONNECTION FUND					**24,850.00**
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	425.72.5900.725.30420	632.00
Fund: 425 - 2005 IMPROVEMENT FUND					**632.00**
SHORT ELLIOTT HENDRICKSON, INC.	288136	11/05/2014	123889	426.72.5900.726.30300	3,337.03
Fund: 426 - 2006 IMPROVEMENT FUND					**3,337.03**
INSPEC INC	213292-2	10/24/2014	213292	428.72.5900.728.30700	2,273.57
Fund: 428 - 2008 IMPROVEMENT FUND					**2,273.57**
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	431.73.5900.731.30420	17.00
Fund: 431 - 2011 IMPROVEMENT FUND					**17.00**
FIRST IMPRESSION GROUP, THE	58983	10/24/2014	4363	432.73.5900.732.50030	2,030.00
HOISINGTON KOEGLER GROUP INC.	012-038-11	10/24/2014	7/1/13-8/31/13	432.73.5900.732.30700	340.00
Fund: 432 - 2012 IMPROVEMENT FUND					**2,370.00**
RIVARD STONE, INC.	83692	10/24/2014	14203	433.73.5900.733.80300	4,030.00
Fund: 433 - 2013 IMPROVEMENT FUND					**4,030.00**
KIMLEY-HORN & ASSOCIATES, INC.	6186589	11/05/2014	160509025.3	434.73.5900.734.30300	13,022.07

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	434.73.5900.734.30420	402.00
M & J SERVICES, LLC	PAY VO. NO. 1	10/29/2014	CITY PROJECT NO. 2014-08	434.73.5900.734.80300	48,854.82
S. M. HENTGES & SONS, INC.	PAYMENT VO. NO. 4	10/29/2014	CITY PROJECT 2014-09D	434.73.5900.734.80300	195,857.31
Fund: 434 - 2014 IMPROVEMENT FUND					**258,136.20**
AMERICAN ENGINEERING TESTING, INC.	64061	11/05/2014	INV001	440.74.5900.740.30340	10,123.00
ASTECH CORP	PAY VO. NO. 2	10/29/2014	CITY PROJECT NO. 2014-09A	440.74.5900.740.40046	8,044.93
DAKOTA CTY PERMITS OFFICE	6484	10/24/2014	9/11/14	440.74.5900.740.30700	320.00
KENNEDY & GRAVEN	122473	11/05/2014	NV125-00045/00048	440.74.5900.740.30420	728.50
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	440.74.5900.740.30420	200.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	440.74.5900.740.30420	544.00
MN DEPT OF TRANSPORTATION	P00003643	11/05/2014	0000001298	440.74.5900.740.30340	789.45
S. M. HENTGES & SONS, INC.	PAYMENT VO. NO. 4	10/29/2014	CITY PROJECT 2014-09D	440.74.5900.740.80300	686,290.28
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**707,040.16**
EAGAN, CITY OF	2014 E-IGHWMO DUES	11/05/2014	E-IGHWMO 2014 DUES	441.74.5900.741.50070	1,190.00
LOGISOLVE LLC	52649INV0033607	10/24/2014	9/30/14	441.74.5900.741.30700	1,000.00
Fund: 441 - STORM WATER MANAGEMENT					**2,190.00**
BOLTON & MENK, INC.	0170486	11/05/2014	T18.108658	446.74.5900.746.30300	32,195.80
EMMONS & OLIVIER RESOURCES	00095-0043-10	11/05/2014	00095-0043	446.74.5900.746.30300	270.75
Fund: 446 - NW AREA					**32,466.55**
BRAUN INTERTEC CORPORATION	B004042	10/24/2014	I09213	451.75.5900.751.30700	4,663.50
JOEL CARLSON	NOVEMBER 2014	11/05/2014	NOVEMBER 2014	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					**5,663.50**
FIRST-SHRED	124556	10/24/2014	9/20/14	454.43.5500.446.40025	679.50
GREEN LIGHTS RECYCLING INC	14-4980	10/24/2014	S1022	454.43.5500.446.40025	110.27
Fund: 454 - LANDFILL ABATEMENT					**789.77**
ABC RENTALS INC	231438	10/29/2014	225	501.50.7100.512.40040	66.59
ACE PAINT & HARDWARE	521965/5	11/05/2014	501126	501.50.7100.512.60016	25.99
BLACKTOP PROS, LLC	14-163	11/05/2014	102814	501.50.7100.512.40046	4,500.00
CONTRACTORS & SURVEYORS SUPPLY	8777	10/29/2014	101514	501.50.7100.512.40043	426.73
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	501.50.7100.512.30550	3.42
GOODIN COMPANY	02068114-00	10/29/2014	101014	501.50.7100.512.40040	138.60
HD SUPPLY WATERWORKS LTD	D130489	11/05/2014	99872	501.50.7100.512.75500	3,837.50
HOME DEPOT CREDIT SERVICES	20387	10/29/2014	6035 3225 0269 1268	501.50.7100.512.60016	39.39
HOME DEPOT CREDIT SERVICES	7013649	10/29/2014	6035 3225 0269 1268	501.50.7100.512.60016	41.24
HOME DEPOT CREDIT SERVICES	FCH005397286	10/29/2014	6035 3225 0269 1268	501.50.7100.512.60016	20.00
HOME DEPOT CREDIT SERVICES	FCH005424734	10/29/2014	6035 3225 0269 1268	501.50.7100.512.60016	20.00
M & J SERVICES, LLC	10/14/14	10/24/2014	PERMIT #1410	501.207.2070300	(5.71)
M & J SERVICES, LLC	10/14/14	10/24/2014	PERMIT #1410	501.50.0000.3813000	(80.20)
MN PIPE & EQUIPMENT	0324931	10/24/2014	2195	501.50.7100.512.60016	330.00
SHERWIN-WILLIAMS CO.	6069-6	11/05/2014	6682-5453-5	501.50.7100.512.60016	37.79
STANTEC CONSULTING SERVICES INC.	836989	11/05/2014	92607	501.50.7100.512.30300	2,403.65
TKDA	002014003533	11/05/2014	0014026.007	501.50.7100.512.30700	2,983.00
UPS	000027914A414	10/29/2014	27914A	501.50.7100.512.60016	6.20
VALLEY-RICH CO, INC	20831	10/29/2014	R14900 10/12	501.50.7100.512.40046	3,990.56
WALKER LAWN CARE, INC.	5400	10/24/2014	101014	501.50.7100.512.60016	1,572.13
Fund: 501 - WATER UTILITY FUND					**20,356.88**
AUTOMATIC SYSTEMS CO.	200014	10/29/2014	INVE01	502.51.7200.514.40042	1,615.60
DAKOTA CTY TREASURER	SEPTEMBER 2014	10/29/2014	SEPTEMBER 2014	502.207.2070100	200.00
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	502.51.7200.514.30550	2.46
METROPOLITAN COUNCIL ENVIRON SRVCS	0001038296	11/05/2014	5084	502.51.7200.514.40015	135,167.27
METROPOLITAN COUNCIL ENVIRON SRVCS	0001035163	10/24/2014	5084	502.51.7200.514.40015	135,167.27
MN PIPE & EQUIPMENT	325607	10/29/2014	2195	502.51.7200.514.60016	95.80
SUNDE ENGINEERING PLLC	46678	11/05/2014	96-205-B	502.51.7200.514.30700	1,177.00
Fund: 502 - SEWER UTILITY FUND					**273,425.40**
ARAMARK REFRESHMENT SERVICES	1150321	11/05/2014	48128X	503.52.8300.524.40042	68.49
COCA COLA BOTTLING COMPANY	0138512505	10/24/2014	8/21/14	503.52.8300.524.76100	984.64
DAKOTA ELECTRIC ASSN	201360-5 10/14	10/24/2014	201360-5	503.52.8600.527.40020	201.16
DEX MEDIA EAST	10/20/14 110360619	11/05/2014	110360619	503.52.8500.526.50025	96.74
DRAFT TECHNOLOGIES	10101408	10/24/2014	10/10/14	503.52.8300.524.40042	50.00
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	503.52.8000.521.30550	2.36
GRANDMA'S BAKERY	496353	10/24/2014	24400	503.52.8300.524.76050	22.95
GRANDMA'S BAKERY	499219	10/24/2014	24400	503.52.8300.524.76050	22.89
GRANDMA'S BAKERY	499583	10/24/2014	24400	503.52.8300.524.76050	29.04
GRANDMA'S BAKERY	499873	10/24/2014	24400	503.52.8300.524.76050	29.05
GRANDMA'S BAKERY	500446	11/05/2014	24400	503.52.8300.524.76050	22.84
GRANDMA'S BAKERY	500808	11/05/2014	24400	503.52.8300.524.76050	25.93
GRANDMA'S BAKERY	501101	11/05/2014	24400	503.52.8300.524.76050	25.95
GRANDMA'S BAKERY	501410	11/05/2014	24400	503.52.8300.524.76050	19.79
GRANDMA'S BAKERY	501744	11/05/2014	24400	503.52.8300.524.76050	22.84
GRANDMA'S BAKERY	502003	11/05/2014	24400	503.52.8300.524.76050	22.84
GRANDMA'S BAKERY	502309	11/05/2014	24400	503.52.8300.524.76050	22.84
GRANDMA'S BAKERY	502611	11/05/2014	24400	503.52.8300.524.76050	25.91
GRANDMA'S BAKERY	502950	11/05/2014	24400	503.52.8300.524.76050	22.82
GRANDMA'S BAKERY	503279	11/05/2014	24400	503.52.8300.524.76050	22.90

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
GRANDMA'S BAKERY	503610	11/05/2014	24400	503.52.8300.524.76050	26.00
GRANDMA'S BAKERY	503937	11/05/2014	24400	503.52.8300.524.76050	35.09
GRANDMA'S BAKERY	504241	11/05/2014	24400	503.52.8300.524.76050	26.00
GRANDMA'S BAKERY	504512	11/05/2014	24400	503.52.8300.524.76050	19.70
GRANDMA'S BAKERY	504829	11/05/2014	24400	503.52.8300.524.76050	19.70
GRANDMA'S BAKERY	498615	10/24/2014	24400	503.52.8300.524.76050	22.91
GRANDMA'S BAKERY	498922	10/24/2014	24400	503.52.8300.524.76050	19.82
GRANDMA'S BAKERY	496025	10/24/2014	24400	503.52.8300.524.76050	29.02
HEGGIES PIZZA	1091934	11/05/2014	1708	503.52.8300.524.76050	62.25
JOHN DEERE FINANCIAL	10/14/14 75325-96900	11/05/2014	75325-96900	503.52.8600.527.40042	64.63
MENARDS - WEST ST. PAUL	66220	11/05/2014	30170265	503.52.8600.527.60012	37.30
MN GOLF ASSOCIATION, INC.	10/15/14 45-0413-02	11/05/2014	45-0413-02	503.52.8000.521.70250	22.00
MN GOLF ASSOCIATION, INC.	9/15/14 45-0413-02	10/24/2014	45-0413-02	503.52.8000.521.70250	242.00
NATURE CALLS, INC.	21058	11/05/2014	9/30/14	503.52.8600.527.40065	231.40
PIONEER PRESS	0914520544	10/24/2014	520544	503.52.8500.526.50025	300.00
PUMP AND METER SERVICE INC	114563-1J	11/05/2014	1001117	503.52.8600.527.40042	2,154.20
SCHAEFFER MFG CO	HV2586-INV1	11/05/2014	2237881	503.52.8600.527.60022	1,036.38
SHAMROCK GROUP	1835098	10/24/2014	10/10/14	503.52.8300.524.76100	77.00
SHAMROCK GROUP	1837953	11/05/2014	07176	503.52.8300.524.76100	109.50
SHAMROCK GROUP	1839373	11/05/2014	07176	503.52.8300.524.76100	72.00
SUMMIT FACILITY & KITCHEN SERVICE	94003	11/05/2014	827	503.52.8300.524.40042	438.18
TDS METROCOM	OCT 14 651 457 3667	11/05/2014	651 457 3667	503.52.8500.526.50020	256.45
US FOODSERVICE	5164824	11/05/2014	03805983	503.52.8300.524.76050	31.27
US FOODSERVICE	5189539	11/05/2014	03805983	503.52.8300.524.76050	6.98
US FOODSERVICE	5198570	11/05/2014	03805983	503.52.8300.524.76050	291.97
US FOODSERVICE	5330023	11/05/2014	03805983	503.52.8300.524.76050	327.04
WINFIELD SOLUTIONS, LLC	000059736773	11/05/2014	156650	503.52.8600.527.60030	811.29
WINFIELD SOLUTIONS, LLC	000059736774	11/05/2014	156650	503.52.8600.527.60035	5,395.19
WINFIELD SOLUTIONS, LLC	000059736776	11/05/2014	156650	503.52.8600.527.60035	8,390.48
WITTEK	320690	11/05/2014	123575	503.52.8200.523.76400	43.39
Fund: 503 - INVER WOOD GOLF COURSE					**22,341.12**
EHLERS AND ASSOCIATES, INC.	65846	11/05/2014	NW AREA CONNECTION FEE STUDY	511.50.7100.512.30150	538.13
EHLERS AND ASSOCIATES, INC.	348085	11/05/2014	NW AREA SEWER AND WATER EXTENSIONS	511.50.7100.512.30150	128.12
Fund: 511 - NWA - WATER					**666.25**
EHLERS AND ASSOCIATES, INC.	65846	11/05/2014	NW AREA CONNECTION FEE STUDY	512.51.7200.514.30150	538.12
EHLERS AND ASSOCIATES, INC.	348085	11/05/2014	NW AREA SEWER AND WATER EXTENSIONS	512.51.7200.514.30150	128.13
Fund: 512 - NWA - SEWER					**666.25**
AMERICAN ARBITRATION ASSOCIATION, INC.	10/15/14 01-14-0000-87	11/05/2014	01-14-0000-8759-1-GW	602.00.2100.415.30420	1,533.33
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	602.00.2100.415.30550	0.05
KENNEDY & GRAVEN	122473	11/05/2014	NV125-00045/00048	602.00.2100.415.30420	1,943.60
Fund: 602 - RISK MANAGEMENT					**3,476.98**
1800 RADIATOR INC	72692462	10/24/2014	500165660	603.00.5300.444.40041	352.00
ACE PAINT & HARDWARE	521761/5	10/24/2014	501126	603.00.5300.444.40041	19.54
ADVANCED GRAPHIX, INC.	190907	11/05/2014	10/21/14	603.00.5300.444.40041	79.00
ADVANCED GRAPHIX, INC.	190924	11/05/2014	10/22/14	603.00.5300.444.80700	40.00
ADVANCED GRAPHIX, INC.	190942	11/05/2014	10/24/14	603.00.5300.444.80700	1,313.00
ARROW MOWER, INC.	30986	10/24/2014	8141	603.00.5300.444.40041	59.59
ARROW PEST CONTROL	2877	10/24/2014	101314	603.00.5300.444.40040	72.85
BOYER TRUCKS - MINNEAPOLIS	271613	10/24/2014	C20390	603.00.5300.444.40041	150.70
BOYER TRUCKS - PARTS DISTRIBUTION	893414X1	10/24/2014	C20390	603.00.5300.444.40041	132.21
BOYER TRUCKS - PARTS DISTRIBUTION	26185H	10/29/2014	C20390	603.00.5300.444.40041	363.56
BOYER TRUCKS - PARTS DISTRIBUTION	CM26185H	10/29/2014	C20390	603.00.5300.444.40041	(125.00)
CLAREY'S SAFETY EQUIPMENT	157827	11/05/2014	090500	603.00.5300.444.40041	207.95
COMMON SENSE BUILDING SERVICES, INC.	34651	11/05/2014	OCTOBER 2014	603.00.5300.444.40040	273.76
DIESEL COMPONENTS, INC.	127431	11/05/2014	102014	603.00.5300.444.40041	19.30
DOWNTOWNER DETAIL CENTER	12805	10/24/2014	100314	603.00.5300.444.40041	79.00
EHLERS AND ASSOCIATES, INC.	65845	11/05/2014	CAPITAL IMPROVEMENT PLAN	603.00.5300.444.70600	2,357.50
FACTORY MOTOR PARTS COMPANY	1-4537355	10/10/2014	10799	603.00.5300.444.40041	(24.00)
FACTORY MOTOR PARTS COMPANY	1-4550563	10/24/2014	10799	603.00.5300.444.40041	791.16
FACTORY MOTOR PARTS COMPANY	1-Z02439	10/29/2014	10799	603.140.1450050	101.87
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	603.00.5300.444.30550	1.18
H&L MESABI	91617	10/24/2014	514	603.140.1450050	3,366.16
INTERSTATE POWERSYSTEMS	R001094031	10/24/2014	13468	603.00.5300.444.40041	12,441.48
INTERSTATE POWERSYSTEMS	R001094481:01	10/29/2014	13468	603.00.5300.444.40041	2,579.06
INVER GROVE FORD	5157825	10/24/2014	100914	603.00.5300.444.40041	364.47
INVER GROVE FORD	5157870	10/24/2014	100914	603.00.5300.444.40041	124.62
KIMBALL MIDWEST	3848919	11/05/2014	222006	603.00.5300.444.60012	256.46
KIMBALL MIDWEST	3848919	11/05/2014	222006	603.140.1450050	111.50
MAINTENANCE ENGINEERING, LTD	2991783-01	11/05/2014	459287	603.00.5300.444.40040	218.32
MASTER TRANSMISSION	219093	11/05/2014	3177	603.00.5300.444.40041	158.50
METRO JANITORIAL SUPPLY INC	11013102	10/24/2014	100114	603.00.5300.444.60011	274.76
METRO JANITORIAL SUPPLY INC	11013103	10/24/2014	100114	603.00.5300.444.60012	174.26
MN DEPT OF REVENUE	SEPTEMBER 2014	10/23/2014	PETRO SEPTEMBER 2014	603.00.5300.444.60021	209.76
MTI DISTRIBUTING CO	988411-00	11/05/2014	91180	603.00.5300.444.80800	45,431.22
NELSON AUTO CENTER	F5047-5049	11/05/2014	8/21/14	603.00.5300.444.80700	83,037.00
O'REILLY AUTO PARTS	1767-110729	10/24/2014	1578028	603.00.5300.444.40041	26.52
O'REILLY AUTO PARTS	1767-111299	10/24/2014	1578028	603.00.5300.444.60040	555.31
O'REILLY AUTO PARTS	1767-111377	10/24/2014	1578028	603.00.5300.444.60040	(44.99)

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
O'REILLY AUTO PARTS	1767-111378	10/24/2014	1578028	603.00.5300.444.60040	223.99
O'REILLY AUTO PARTS	1767-111498	10/24/2014	1578028	603.00.5300.444.40041	18.99
O'REILLY AUTO PARTS	1767-111560 CR	10/24/2014	1578028	603.00.5300.444.40041	(18.99)
O'REILLY AUTO PARTS	1767-111560	10/24/2014	1578028	603.140.1450050	16.99
O'REILLY AUTO PARTS	1767-111564	10/24/2014	1578028	603.140.1450050	23.28
O'REILLY AUTO PARTS	1767-111575	10/24/2014	1578028	603.00.5300.444.60012	21.99
O'REILLY AUTO PARTS	1767-112123	10/24/2014	1578028	603.00.5300.444.40041	7.47
O'REILLY AUTO PARTS	1767-112397	10/29/2014	1578028	603.00.5300.444.40041	11.33
O'REILLY AUTO PARTS	1767-112397	10/29/2014	1578028	603.140.1450050	12.91
O'REILLY AUTO PARTS	1767-112406	10/29/2014	1578028	603.00.5300.444.40041	235.11
O'REILLY AUTO PARTS	1767-112754	10/29/2014	1578028	603.00.5300.444.40041	7.99
O'REILLY AUTO PARTS	1767-113271	10/29/2014	1578028	603.140.1450050	15.94
O'REILLY AUTO PARTS	1767-113274	10/29/2014	1578028	603.00.5300.444.40041	97.27
O'REILLY AUTO PARTS	1767-113279	10/29/2014	1578028	603.00.5300.444.40041	41.39
O'REILLY AUTO PARTS	1767-113328	10/29/2014	1578028	603.140.1450050	91.23
O'REILLY AUTO PARTS	1767-113427	10/29/2014	1578028	603.00.5300.444.40041	35.06
O'REILLY AUTO PARTS	1767-113429	10/29/2014	1578028	603.00.5300.444.40041	10.82
O'REILLY AUTO PARTS	1767-113430	10/29/2014	1578028	603.00.5300.444.40041	49.22
O'REILLY AUTO PARTS	1767-113462	10/29/2014	1578028	603.00.5300.444.60012	2.14
O'REILLY AUTO PARTS	1767-113273	11/05/2014	1578028	603.00.5300.444.40041	223.49
O'REILLY AUTO PARTS	1767-113437 CR	11/05/2014	1578028	603.00.5300.444.40041	(102.24)
O'REILLY AUTO PARTS	1767-113499	11/05/2014	1578028	603.140.1450050	7.64
O'REILLY AUTO PARTS	1767-113597	11/05/2014	1578028	603.140.1450050	7.64
O'REILLY AUTO PARTS	1767-113599	11/05/2014	1578028	603.00.5300.444.40041	57.86
O'REILLY AUTO PARTS	1767-113603	11/05/2014	1578028	603.00.5300.444.60012	22.72
O'REILLY AUTO PARTS	1767-113654	11/05/2014	1578028	603.00.5300.444.40041	68.11
O'REILLY AUTO PARTS	1767-113659	11/05/2014	1578028	603.00.5300.444.40041	31.13
O'REILLY AUTO PARTS	1767-113660	11/05/2014	1578028	603.140.1450050	31.13
O'REILLY AUTO PARTS	1767-113675	11/05/2014	1578028	603.00.5300.444.40041	46.71
O'REILLY AUTO PARTS	1767-113757	11/05/2014	1578028	603.140.1450050	26.66
O'REILLY AUTO PARTS	1767-113761	11/05/2014	1578028	603.00.5300.444.40041	136.79
O'REILLY AUTO PARTS	1767-113771	11/05/2014	1578028	603.00.5300.444.40041	29.11
O'REILLY AUTO PARTS	1767-113792	11/05/2014	1578028	603.00.5300.444.40041	10.38
O'REILLY AUTO PARTS	1767-113808	11/05/2014	1578028	603.140.1450050	25.66
O'REILLY AUTO PARTS	1767-113944	11/05/2014	1578028	603.00.5300.444.40041	37.89
O'REILLY AUTO PARTS	1767-113944	11/05/2014	1578028	603.140.1450050	9.68
O'REILLY AUTO PARTS	1767-113969 CR	11/05/2014	1578028	603.00.5300.444.40041	(10.38)
O'REILLY AUTO PARTS	1767-114003	11/05/2014	1578028	603.00.5300.444.60012	11.94
O'REILLY AUTO PARTS	1767-114438	11/05/2014	1578028	603.00.5300.444.40041	43.98
O'REILLY AUTO PARTS	1767-114593	11/05/2014	1578028	603.00.5300.444.40041	110.34
O'REILLY AUTO PARTS	1767-114754	11/05/2014	1578028	603.00.5300.444.40041	203.47
PAUL'S AUTO & TIRE, INC.	66022	11/05/2014	102114	603.00.5300.444.40041	77.00
PETTY CASH - POLICE	10/29/14	10/29/2014	PETTY CASH	603.00.5300.444.40041	12.00
PETTY CASH - POLICE	10/29/14	10/29/2014	PETTY CASH	603.00.5300.444.80700	68.25
RED POWER DIESEL SERVICE, INC.	11217	10/24/2014	10/7/14	603.00.5300.444.40041	203.36
SCHARBER & SONS	P65064	10/24/2014	INVER001	603.00.5300.444.40041	17.24
TITAN MACHINERY	4769034	10/24/2014	6239910	603.00.5300.444.40041	162.00
TOTAL CONSTRUCTION & EQUIP.	61969	10/29/2014	CIT001	603.00.5300.444.40040	672.35
TWIN SOURCE SUPPLY	00441162	10/24/2014	100814	603.00.5300.444.60011	152.25
UNIFIRST CORPORATION	900223270	10/24/2014	1051948	603.00.5300.444.40065	111.19
UNIFIRST CORPORATION	900223270	10/24/2014	1051948	603.00.5300.444.60045	28.47
UNIFIRST CORPORATION	900224181	10/29/2014	1051948	603.00.5300.444.40065	111.19
UNIFIRST CORPORATION	900224181	10/29/2014	1051948	603.00.5300.444.60045	27.42
UNIFIRST CORPORATION	900225130	11/05/2014	1051948	603.00.5300.444.40065	111.19
UNIFIRST CORPORATION	900225130	11/05/2014	1051948	603.00.5300.444.60045	27.42
Fund: 603 - CENTRAL EQUIPMENT					**159,264.75**
OFFICEMAX INC	355535	10/24/2014	687054	604.00.2200.416.60010	57.98
Fund: 604 - CENTRAL STORES					**57.98**
B & B SHEETMETAL AND ROOFING, INC.	51848	11/05/2014	10/22/14	605.00.7500.460.40040	1,410.00
COMMON SENSE BUILDING SERVICES, INC.	34651	11/05/2014	OCTOBER 2014	605.00.7500.460.40040	3,478.41
CULLIGAN	9/30/14 157-98503022-8	10/24/2014	157-98503022-8	605.00.7500.460.60011	59.35
GREENKEEPER, INC.	00010011	10/24/2014	8/10/14	605.00.7500.460.40047	226.00
HILLYARD INC	601319664	10/24/2014	274069	605.00.7500.460.60016	481.33
HOME DEPOT CREDIT SERVICES	10/13/14 6035 3225 02(	11/05/2014	6035 3225 0206 1959	605.00.7500.460.60016	47.29
HORWITZ NS/I	W32759	11/05/2014	CTYOFIGH	605.00.7500.460.40040	890.65
HUEBSCH SERVICES	3346733	11/05/2014	100075	605.00.7500.460.40065	139.07
J H LARSON CO	S100769558.001	11/05/2014	29039	605.00.7500.460.60065	25.10
MAS COMMUNICATIONS	1829	10/24/2014	ELEVATOR MONITOR 1 QTR	605.00.7500.460.40040	46.80
NEOPOST USA INC	14405478	11/05/2014	14126163	605.00.7500.460.40044	476.00
SERVICE FIRE PROTECTION, INC.	9551	10/24/2014	9/16/14	605.00.7500.460.40040	285.00
TOTAL CONSTRUCTION & EQUIP.	62005	11/05/2014	CIT001	605.00.7500.460.40040	384.20
TOTAL CONSTRUCTION & EQUIP.	62007	11/05/2014	CIT001	605.00.7500.460.40040	912.48
USA MOBILITY WIRELESS INC	X0317493J	10/24/2014	0317493-5	605.00.7500.460.40065	4.25
ZEE MEDICAL SERVICE	54184566	11/05/2014	10/7/14	605.00.7500.460.60045	93.75
ZEE MEDICAL SERVICE	54184576	11/05/2014	10/8/14	605.00.7500.460.60045	21.90
Fund: 605 - CITY FACILITIES					**8,981.58**
AT & T MOBILITY	287237771092X101220	11/05/2014	287237771092	606.00.1400.413.50020	54.08
CDW GOVERNMENT INC	LP61904	11/05/2014	2394832	606.00.1400.413.60041	472.88
GENESIS EMPLOYEE BENEFITS, INC	25883	10/24/2014	14-Sep	606.00.1400.413.30550	1.18

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
GS DIRECT, INC.	310315	11/05/2014	CIT165	606.00.1400.413.80620	6,985.00
INTEGRA TELECOM	12436757	11/05/2014	645862	606.00.1400.413.50020	845.42
INTEGRA TELECOM	12375641	11/05/2014	887115	606.00.1400.413.50020	1,058.03
O'DONNELL, SCOTT	10/29/14	10/29/2014	REIMBURSE-MN GIS CONFERENCE	606.00.1400.413.50080	753.42
O'DONNELL, SCOTT	10/29/14	10/29/2014	REIMBURSE-MN GIS CONFERENCE	606.00.1400.413.60065	127.60
TDS METROCOM	10/13/14 651 451 1944	11/05/2014	651 451 1944	606.00.1400.413.50020	239.55
US INTERNET	110-080034-0012	11/05/2014	110-080034	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	22736	11/05/2014	INVER	606.00.1400.413.80620	5,852.60
WORKS COMPUTING, INC.	22704	11/05/2014	INVER	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND					**17,759.76**
BARR ENGINEERING COMPANY	23190328.14-27	10/24/2014	8/9/14-9/5/14	702.229.2302801	3,693.50
CLERK OF COURT	201453879	10/24/2014	JANET LOUISE HARRELL	702.229.2291000	200.00
CLERK OF COURT	201454861	10/29/2014	LEROY EDWARD SMITH	702.229.2291000	2,000.00
CLERK OF COURT	201453396	11/05/2014	JAQUETTA JOHNSON	702.229.2291000	200.00
CULLIGAN	9/30/14 157-98473242-8	10/24/2014	157-98473242-8	702.229.2286300	70.11
DAKOTA CTY SOIL & WATER	2520	11/05/2014	JULY-SEPT	702.229.2284300	140.00
EMMONS & OLIVIER RESOURCES	00095-0044-7	11/05/2014	000095-0044	702.229.2296201	466.00
EMMONS & OLIVIER RESOURCES	00095-0044-7	11/05/2014	000095-0044	702.229.2303201	10,173.44
EMMONS & OLIVIER RESOURCES	00095-0045-6	11/05/2014	IGH2014 CONSTRUCTION OBSERVATION	702.229.2298301	807.04
EMMONS & OLIVIER RESOURCES	00095-0045-6	11/05/2014	IGH2014 CONSTRUCTION OBSERVATION	702.229.2298301	1,032.50
EMMONS & OLIVIER RESOURCES	00095-0045-6	11/05/2014	IGH2014 CONSTRUCTION OBSERVATION	702.229.2306401	211.27
HENNEPIN COUNTY DISTRICT COURT	14417880	10/29/2014	EVELYN MARIE GONZALEZ	702.229.2291000	78.00
HENNEPIN COUNTY DISTRICT COURT	14421365	10/29/2014	EVELYN MARIE GONZALEZ	702.229.2291000	78.00
HENNEPIN COUNTY DISTRICT COURT	14409982	11/05/2014	SOPHANA SUM	702.229.2291000	100.00
HENNEPIN COUNTY DISTRICT COURT	14427346	11/05/2014	STEVEN HENRY CARR	702.229.2291000	78.00
HOISINGTON KOEGLER GROUP INC.	007-047-21	11/05/2014	007-047	702.229.2309001	800.00
KIMLEY-HORN & ASSOCIATES, INC.	6173404A	11/05/2014	IGH DEVELOPMENT REVIEWS - VISTA	702.229.2303201	885.10
KIMLEY-HORN & ASSOCIATES, INC.	6173404B	11/05/2014	IGH DEVELOPMENT REVIEWS - PONDS	702.229.2303201	874.50
KIMLEY-HORN & ASSOCIATES, INC.	6173404C	11/05/2014	IGH DEVELOPMENT REVIEWS - RIDGE	702.229.2303701	961.95
KLM ENGINEERING INC	5374	11/05/2014	ANTENNA DRAWING	702.229.2308601	1,500.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2283800	270.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	72.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	128.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	264.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2291000	32.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2296201	275.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2297601	95.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2301001	143.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2303201	3,242.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2303301	4,388.15
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2303801	183.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2304401	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2304601	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2305301	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2305401	226.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2305501	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2305701	382.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2305801	2,295.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2306101	112.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2306301	222.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2306401	743.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2306801	79.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2307001	285.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2307501	264.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2308001	204.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2308801	1,861.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2309501	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E Sept 2014	10/24/2014	Morrie's Mazda	702.229.2309701	1,068.00
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	702.229.2282501	24.50
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	702.229.2283501	24.50
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	702.229.2303201	84.00
LILLIE SUBURBAN NEWSPAPERS	9/30/14 001363	10/24/2014	001363	702.229.2309101	38.50
M & J SERVICES, LLC	10/14/14	10/24/2014	PERMIT #1410	702.229.2294300	1,000.00
MIHM CUSTOM HOMES, INC.	10/22/14 1793 86TH CT	11/05/2014	1793 86TH COURT ESCROW	702.229.2298201	9,000.00
MIHM CUSTOM HOMES, INC.	10/22/14 8654 ALVARA	11/05/2014	8654 ALVARADO COURT ESCROW	702.229.2299001	9,000.00
MIHM CUSTOM HOMES, INC.	10/22/14	11/05/2014	1697 86TH COURT ESCROW	702.229.2299601	10,000.00
MN BCA/CRIMINAL JUSTICE TRAINING & ED	5100	10/24/2014	26334	702.229.2291000	285.00
MN BCA/CRIMINAL JUSTICE TRAINING & ED	5101	11/05/2014	CJTE TRAINING - D. WINGET	702.229.2291000	285.00
MN BCA/CRIMINAL JUSTICE TRAINING & ED	5115	11/05/2014	CJTE TRAINING - N. PEDERSEN	702.229.2291000	285.00
PETTY CASH - POLICE	10/29/14	10/29/2014	PETTY CASH	702.229.2291000	62.25
SAM'S CLUB	10/23/14 77150907478	11/05/2014	7715 0907 4789 7510	702.229.2307200	82.20
SHORT ELLIOTT HENDRICKSON, INC.	288193	11/05/2014	129706	702.229.2309901	632.95
Fund: 702 - ESCROW FUND					**72,271.46**
Grand Total					**2,334,794.45**

November 10, 2014

Pre-Sale Report

City of Inver Grove Heights, Minnesota

$7,640,000 General Obligation Refunding Bonds, Series 2014B

Prepared by:

Steve Apfelbacher
Senior Financial Advisor

And

Jessica Cook
Financial Specialist

And

Jason Aarsvold
Financial Advisor

Executive Summary of Proposed Debt

Proposed Issue:	$7,640,000 General Obligation Refunding Bonds, Series 2015A
Purposes:	The proposed issue includes financing for the following purposes: Current refunding of the 2007B bonds and Partial Net Cash (PNC) refunding of the 2007C and 2008A bonds. The 2007B bonds financed various capital improvements related to mill & overlay projects and South Grove street reconstruction. The 2007C bonds financed the expansion of the sewer system into the Northwest Area of the City. The 2008A bonds financed two sanitary sewer projects and the South Grove Urban Reconstruction street project. Refunding of these bonds will produce interest saving for the city. The Net Present Value Benefit of the interest savings for all three prior bond issues is $475,370. • Proposed PNC refunding of the Series 2007B G.O. Improvement Bonds. Debt service will be paid from special assessments and a tax levy. Interest rates on the obligations proposed to be refunded are 4.0%. The refunding is expected to reduce interest expense by approximately $56,959 over the next 5 years. The Net Present Value Benefit of the refunding is estimated to be $48,295, equal to 5.68% of the refunded principal. This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds. • Proposed PNC refunding of the Series 2007C G.O. Sewer Rev Bonds. Debt service will be paid from sewer revenues. Interest rates on the obligations proposed to be refunded are 3.7% to 4.5%. The refunding is expected to reduce interest expense by approximately $404,138 over the next 15 years. The Net Present Value Benefit of the refunding is estimated to be $357,050, equal to 7.47% of the refunded principal. This refunding is considered an Advance Refunding as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded. • Proposed PNC refunding of the Series 2008A G.O. Improvement Bonds. Debt service will be paid from special assessments and a tax levy.

	Interest rates on the obligations proposed to be refunded are 4.0% to 4.5%. The refunding is expected to reduce interest expense by approximately $73,072 over the next 6 years. The Net Present Value Benefit of the refunding is estimated to be $71,910, equal to 4.33% of the refunded principal. This refunding is considered an Advance Refunding as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded.
Authority:	The Bonds are being issued pursuant to Minnesota Statutes, Chapter(s): • 429 • 444 • 475 Because the City is assessing at least 20% of the project costs, the improvement Bonds can be a general obligation without a referendum and will not count against the City's debt limit. Chapter 444 allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	The Bonds are being issued for a 15 year term. The term of the Bonds matches the term of the prior issues. Principal on the Bonds will be due on February 1 in the years 2016 through 2029. Interest is payable every six months beginning August 1, 2015. The Bonds maturing on and after February 1, 2025 will be subject to prepayment at the discretion of the City on February 1, 2024 or any date thereafter.
Bank Qualification:	Because the City is issuing less than $10,000,000 in the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	The City's most recent bond issues were rated AA by Standard & Poor's. The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Bonds as a suitable financing option because this is the most overall cost effective option that still maintains future flexibility for the repayment of debt.
Method of Sale/Placement:	In order to obtain the lowest interest cost to the City, we will solicit competitive bids for purchase of the Bonds from local banks in your area and regional underwriters. We have included an allowance for discount bidding equal to 0.8% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount. **Premium Bids:** Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000. For this issue of Bonds we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down. You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited

	Financial Statement annually as well as providing notices of the occurrence of certain "material events" to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities/tax credit securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Risk Factors:	**Utility Revenue:** The City expects to pay a portion of the Bond debt service with utility funds. If utility revenue is inadequate, the City may have to levy taxes to pay debt service on the Bonds. **Current Refunding:** The Bonds are being issued for the purpose of current refunding prior City debt obligations. Those prior debt obligations are "callable" within 90 days and can be paid off on 2/1/2015. The final maturity of the current refunding portion of the new Bonds will be on 2/1/19, prior to the call date on the Bonds. This refunding is being undertaken based in part on an assumption that the City does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing at this time. **Advance Refundings:** The Bonds are being issued for the purpose of "advance" refunding prior City debt obligations. Only one advance refunding of an original tax-exempt debt obligation is permitted under current IRS rules. This refunding is being undertaken based in part on the following assumptions: • Since the new Bonds will extend the "call" date for this debt, we are assuming that the City does not expect to have revenues available to pre-pay the current obligations prior to this new call date. The advance refundings will provide an overall lower debt cost as compared to waiting to refund the issue until its call date.
Other Service Providers	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay

	them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their roles, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Attorney:** Kennedy & Graven, Chartered **Paying Agent:** Wells Fargo Bank, National Association **Rating Agency:** Standard and Poor's **CPA Escrow Verification Agent:** Grant Thornton LLP **Escrow Agent:** Wells Fargo Bank, National Association

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council	November 10, 2014
Distribute Official Statement:	Week of November 24, 2014
Conference with Rating Agency:	Week of November 24, 2014
City Council Meeting to Award Sale of the Bonds:	December 8, 2014
Estimated Closing Date:	December 30, 2014
Redemption Date for 2007B Bonds	February 1, 2015
Redemption Date for 2007C Bonds	February 1, 2016
Redemption Date for 2008A Bonds	February 1, 2016

Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Refunding Savings Analysis

Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jason Aarsvold	(651) 697-8512
	Jessica Cook	(651) 697-8546
Disclosure Coordinator:	Wendy Lundberg	(651) 697-8540
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.

City of Inver Grove Heights, Minnesota

$7,640,000 General Obligation Refunding Bonds, Series 2014A
Issue Summary - Proposed Refunding of Series 2007B, 2007C & 2008A
Assuming Current G.O. BQ "AA" Market Rates

Total Issue Sources And Uses

Dated 12/30/2014 | Delivered 12/30/2014

	PNC of Series 2007C G.O. Sewer Rev Bonds	CR of Series 2007B G.O. Improvement Bonds	PNC of Series 2008A GO Improvement Bonds	Issue Summary
Sources Of Funds				
Par Amount of Bonds	$5,150,000.00	$695,000.00	$1,795,000.00	$7,640,000.00
Transfers from Prior Issue Debt Service Funds	-	165,000.00	-	165,000.00
Total Sources	**$5,150,000.00**	**$860,000.00**	**$1,795,000.00**	**$7,805,000.00**
Uses Of Funds				
Total Underwriter's Discount (0.800%)	41,200.00	5,560.00	14,360.00	61,120.00
Costs of Issuance	50,556.28	6,822.64	17,621.08	75,000.00
Deposit to Net Cash Escrow Fund	5,054,342.66	850,000.00	1,762,515.60	7,666,858.26
Rounding Amount	3,901.06	(2,382.64)	503.32	2,021.74
Total Uses	**$5,150,000.00**	**$860,000.00**	**$1,795,000.00**	**$7,805,000.00**

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City of Inver Grove Heights, Minnesota

$7,640,000 General Obligation Refunding Bonds, Series 2014A
Issue Summary - Proposed Refunding of Series 2007B, 2007C & 2008A
Assuming Current G.O. BQ "AA" Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/30/2014	-	-	-	-	-
08/01/2015	-	-	70,727.49	70,727.49	-
02/01/2016	290,000.00	0.450%	60,336.25	350,336.25	421,063.74
08/01/2016	-	-	59,683.75	59,683.75	-
02/01/2017	1,050,000.00	0.650%	59,683.75	1,109,683.75	1,169,367.50
08/01/2017	-	-	56,271.25	56,271.25	-
02/01/2018	1,025,000.00	0.900%	56,271.25	1,081,271.25	1,137,542.50
08/01/2018	-	-	51,658.75	51,658.75	-
02/01/2019	995,000.00	1.100%	51,658.75	1,046,658.75	1,098,317.50
08/01/2019	-	-	46,186.25	46,186.25	-
02/01/2020	600,000.00	1.350%	46,186.25	646,186.25	692,372.50
08/01/2020	-	-	42,136.25	42,136.25	-
02/01/2021	365,000.00	1.600%	42,136.25	407,136.25	449,272.50
08/01/2021	-	-	39,216.25	39,216.25	-
02/01/2022	375,000.00	1.850%	39,216.25	414,216.25	453,432.50
08/01/2022	-	-	35,747.50	35,747.50	-
02/01/2023	385,000.00	2.000%	35,747.50	420,747.50	456,495.00
08/01/2023	-	-	31,897.50	31,897.50	-
02/01/2024	395,000.00	2.150%	31,897.50	426,897.50	458,795.00
08/01/2024	-	-	27,651.25	27,651.25	-
02/01/2025	405,000.00	2.250%	27,651.25	432,651.25	460,302.50
08/01/2025	-	-	23,095.00	23,095.00	-
02/01/2026	420,000.00	2.350%	23,095.00	443,095.00	466,190.00
08/01/2026	-	-	18,160.00	18,160.00	-
02/01/2027	430,000.00	2.550%	18,160.00	448,160.00	466,320.00
08/01/2027	-	-	12,677.50	12,677.50	-
02/01/2028	445,000.00	2.700%	12,677.50	457,677.50	470,355.00
08/01/2028	-	-	6,670.00	6,670.00	-
02/01/2029	460,000.00	2.900%	6,670.00	466,670.00	473,340.00
Total	**$7,640,000.00**	**-**	**$1,033,166.24**	**$8,673,166.24**	**-**

Yield Statistics

Bond Year Dollars	$50,607.89
Average Life	6.624 Years
Average Coupon	2.0415122%
Net Interest Cost (NIC)	2.1622839%
True Interest Cost (TIC)	2.1472412%
Bond Yield for Arbitrage Purposes	2.0154567%
All Inclusive Cost (AIC)	2.3111289%

IRS Form 8038

Net Interest Cost	2.0415122%
Weighted Average Maturity	6.624 Years

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LEADERS IN PUBLIC FINANCE

City of Inver Grove Heights, Minnesota

$7,640,000 General Obligation Refunding Bonds, Series 2014A
Issue Summary - Proposed Refunding of Series 2007B, 2007C & 2008A
Assuming Current G.O. BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2015	-	779,320.00	777,298.26	743,051.25	(34,247.01)
02/01/2016	421,063.74	784,405.00	1,205,468.74	1,290,867.50	85,398.76
02/01/2017	1,169,367.50	-	1,169,367.50	1,257,862.50	88,495.00
02/01/2018	1,137,542.50	-	1,137,542.50	1,219,702.50	82,160.00
02/01/2019	1,098,317.50	-	1,098,317.50	1,185,240.00	86,922.50
02/01/2020	692,372.50	-	692,372.50	720,487.50	28,115.00
02/01/2021	449,272.50	-	449,272.50	472,560.00	23,287.50
02/01/2022	453,432.50	-	453,432.50	474,772.50	21,340.00
02/01/2023	456,495.00	-	456,495.00	476,317.50	19,822.50
02/01/2024	458,795.00	-	458,795.00	482,277.50	23,482.50
02/01/2025	460,302.50	-	460,302.50	482,267.50	21,965.00
02/01/2026	466,190.00	-	466,190.00	486,665.00	20,475.00
02/01/2027	466,320.00	-	466,320.00	490,065.00	23,745.00
02/01/2028	470,355.00	-	470,355.00	492,665.00	22,310.00
02/01/2029	473,340.00	-	473,340.00	494,237.50	20,897.50
Total	**$8,673,166.24**	**$1,563,725.00**	**$10,234,869.50**	**$10,769,038.75**	**$534,169.25**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	638,348.60
Net PV Cashflow Savings @ 2.311%(AIC).....	638,348.60
Transfers from Prior Issue Debt Service Fund.....	(165,000.00)
Contingency or Rounding Amount.....	2,021.74
Net Present Value Benefit	$475,370.34
Net PV Benefit / $8,285,254.44 PV Refunded Debt Service	5.738%
Net PV Benefit / $7,290,000 Refunded Principal...	6.521%
Net PV Benefit / $7,640,000 Refunding Principal..	6.222%

Refunding Bond Information

Refunding Dated Date	12/30/2014
Refunding Delivery Date	12/30/2014

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City of Inver Grove Heights, Minnesota

$5,150,000 General Obligation Refunding Bonds, Series 2014B

PNC of Series 2007C G.O. Sewer Rev Bonds - Proposed Partial Net Cash Refunding o

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2015	-	264,620.00	260,718.94	358,376.25	97,657.31
02/01/2016	167,199.17	274,805.00	442,004.17	462,317.50	20,313.33
02/01/2017	443,430.00	-	443,430.00	467,512.50	24,082.50
02/01/2018	446,187.50	-	446,187.50	467,152.50	20,965.00
02/01/2019	448,037.50	-	448,037.50	471,277.50	23,240.00
02/01/2020	449,132.50	-	449,132.50	469,687.50	20,555.00
02/01/2021	449,272.50	-	449,272.50	472,560.00	23,287.50
02/01/2022	453,432.50	-	453,432.50	474,772.50	21,340.00
02/01/2023	456,495.00	-	456,495.00	476,317.50	19,822.50
02/01/2024	458,795.00	-	458,795.00	482,277.50	23,482.50
02/01/2025	460,302.50	-	460,302.50	482,267.50	21,965.00
02/01/2026	466,190.00	-	466,190.00	486,665.00	20,475.00
02/01/2027	466,320.00	-	466,320.00	490,065.00	23,745.00
02/01/2028	470,355.00	-	470,355.00	492,665.00	22,310.00
02/01/2029	473,340.00	-	473,340.00	494,237.50	20,897.50
Total	**$6,108,489.17**	**$539,425.00**	**$6,644,013.11**	**$7,048,151.25**	**$404,138.14**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	353,148.85
Net PV Cashflow Savings @ 2.451%(AIC).....	353,148.85
Contingency or Rounding Amount.....	3,901.06
Net Present Value Benefit	$357,049.91
Net PV Benefit / $5,587,108.98 PV Refunded Debt Service	6.391%
Net PV Benefit / $4,780,000 Refunded Principal...	7.470%
Net PV Benefit / $5,150,000 Refunding Principal..	6.933%

Refunding Bond Information

Refunding Dated Date	12/30/2014
Refunding Delivery Date	12/30/2014

City of Inver Grove Heights, Minnesota

$695,000 General Obligation Refunding Bonds, Series 2014B

CR of Series 2007B G.O. Improvement Bonds - Proposed Current Refunding of Series

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2015	-	2,382.64	(165,000.00)	(167,382.64)
02/01/2016	190,748.24	190,748.24	249,000.00	58,251.76
02/01/2017	184,460.00	184,460.00	240,400.00	55,940.00
02/01/2018	173,290.00	173,290.00	226,800.00	53,510.00
02/01/2019	161,760.00	161,760.00	218,400.00	56,640.00
Total	**$710,258.24**	**$712,640.88**	**$769,600.00**	**$56,959.12**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	215,677.65
Net PV Cashflow Savings @ 1.593%(AIC).....	215,677.65
Transfers from Prior Issue Debt Service Fund.....	(165,000.00)
Contingency or Rounding Amount.....	(2,382.64)
Net Present Value Benefit	$48,295.01
Net PV Benefit / $889,001.59 PV Refunded Debt Service	5.433%
Net PV Benefit / $850,000 Refunded Principal...	5.682%
Net PV Benefit / $695,000 Refunding Principal..	6.949%

Refunding Bond Information

Refunding Dated Date	12/30/2014
Refunding Delivery Date	12/30/2014

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City of Inver Grove Heights, Minnesota

$1,795,000 General Obligation Refunding Bonds, Series 2014B

PNC of Series 2008A GO Improvement Bonds - Proposed Partial Net Cash Refunding o

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2015	-	514,700.00	514,196.68	549,675.00	35,478.32
02/01/2016	63,116.33	509,600.00	572,716.33	579,550.00	6,833.67
02/01/2017	541,477.50	-	541,477.50	549,950.00	8,472.50
02/01/2018	518,065.00	-	518,065.00	525,750.00	7,685.00
02/01/2019	488,520.00	-	488,520.00	495,562.50	7,042.50
02/01/2020	243,240.00	-	243,240.00	250,800.00	7,560.00
Total	**$1,854,418.83**	**$1,024,300.00**	**$2,878,215.51**	**$2,951,287.50**	**$73,071.99**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	71,406.40
Net PV Cashflow Savings @ 1.569%(AIC).....	71,406.40
Contingency or Rounding Amount.....	503.32
Net Present Value Benefit	$71,909.72
Net PV Benefit / $1,809,143.87 PV Refunded Debt Service	3.975%
Net PV Benefit / $1,660,000 Refunded Principal...	4.332%
Net PV Benefit / $1,795,000 Refunding Principal..	4.006%

Refunding Bond Information

Refunding Dated Date	12/30/2014
Refunding Delivery Date	12/30/2014

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

Resolution Providing for the Sale of
$7,640,000 General Obligation Refunding Bonds, Series 2014B

A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's $7,640,000 General Obligation Refunding Bonds, Series 2015A (the "Bonds"), to provide for a current refunding of the 2007B bonds and Partial Net Cash refunding of the 2007C and 2008A bonds in the City; and

B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 8, 2014, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of November, 2014.

_____
City Administrator

AGENDA ITEM 4D

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

Approve Custom Grading Agreement for 8858 Aviary Path (Lot 7, Block 2, Annistone Ranch)

Meeting Date:	November 10, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement for a new home to be built at 8858 Aviary Path (Lot 7, Block 2, Annistone Ranch).

SUMMARY

The owner of 8858 Aviary Path is 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 owner, Norton Homes, has provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a $10,000 LOC or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement for 8858 Aviary Path (Lot 7, Block 2, Annistone Ranch).

TJK/jds
Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 7, BLOCK 2, ANNISTONE RANCH
8858 AVIARY PATH, INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 10th day of November, 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 Lot;

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 Norton Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **PLAT.** "Plat" means the plat of Annistone Ranch located in Inver Grove Heights, Dakota County, Minnesota.

1.5 **DEVELOPMENT PLANS.** "Development Plans" means the Surveyor's Certificate prepared by Hedlund Planning, Engineering and Surveying approved by the City Engineer on October 22, 2014 and identified in and attached to Appendix 1.

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

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 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.

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

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

b.) pipeline companies.

1.13 **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.

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

1.15 **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.

1.16 **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.

1.17 **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 Lot 7, Block 2, Annistone Ranch, Dakota County, Minnesota [Torrens 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.

1.18 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.

1.19 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:
Norton Homes, LLC
18215 – 45th Avenue North, Suite D
Plymouth, MN 55446

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.

1.21 **LOT.** Lot means Lot 7, Block 2, Annistone Ranch, Dakota County, Minnesota [Torrens Property].

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 certificate of occupancy for the Lot 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 Owner shall construct drainage facilities adequate to serve the Lot in accord with the Development Plans. The Owner agrees 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 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 Custom Grading Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.9 **AS BUILT INFORMATION.** One (1) copy, on polyester film, 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.

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original

text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 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 materialmen;

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

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

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

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

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

c.) the City may suspend or deny building and occupancy permits for buildings within the 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 ("Escrow Amount").

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 an Owner Default, for any of the following reasons:

a.) an 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 <u>ESCROW RELEASE AND ESCROW INCREASE.</u>

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 <u>ENGINEERING ESCROW AMOUNT.</u> In addition, the Owner 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 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 Lot in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to

correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

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

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 **RECORDING.** This 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 Lot and shall be binding upon the heirs, successors, administrators and assigns of the Owner. This Custom Grading Agreement shall also apply to all after-acquired title of the Owner in the Lot.

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 10th day of November, 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:
NORTON HOMES, LLC

By: _____
Patrick R. Hiller
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

On this 22nd day of October, 2014, before me a Notary Public within and for said County, personally appeared Patrick R. Hiller, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Norton Homes LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Norton Homes LLC by authority of the Board of Governors of Norton Homes LLC.

AMY JEAN WILLIAMS
Notary Public, State of Minnesota
My Commission Expires
January 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 DOCUMENT TO:
Timothy J. Kuntz
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
Surveyor's Certificate		Hedlund Planning, Engineering and Surveying

The Certificate of Survey was approved by the City Engineer on October 22, 2014.

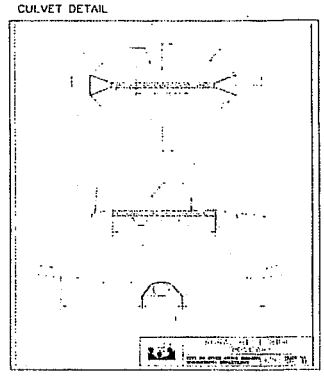
JOB NO. 14R-079

SURVEYORS CERTIFICATE

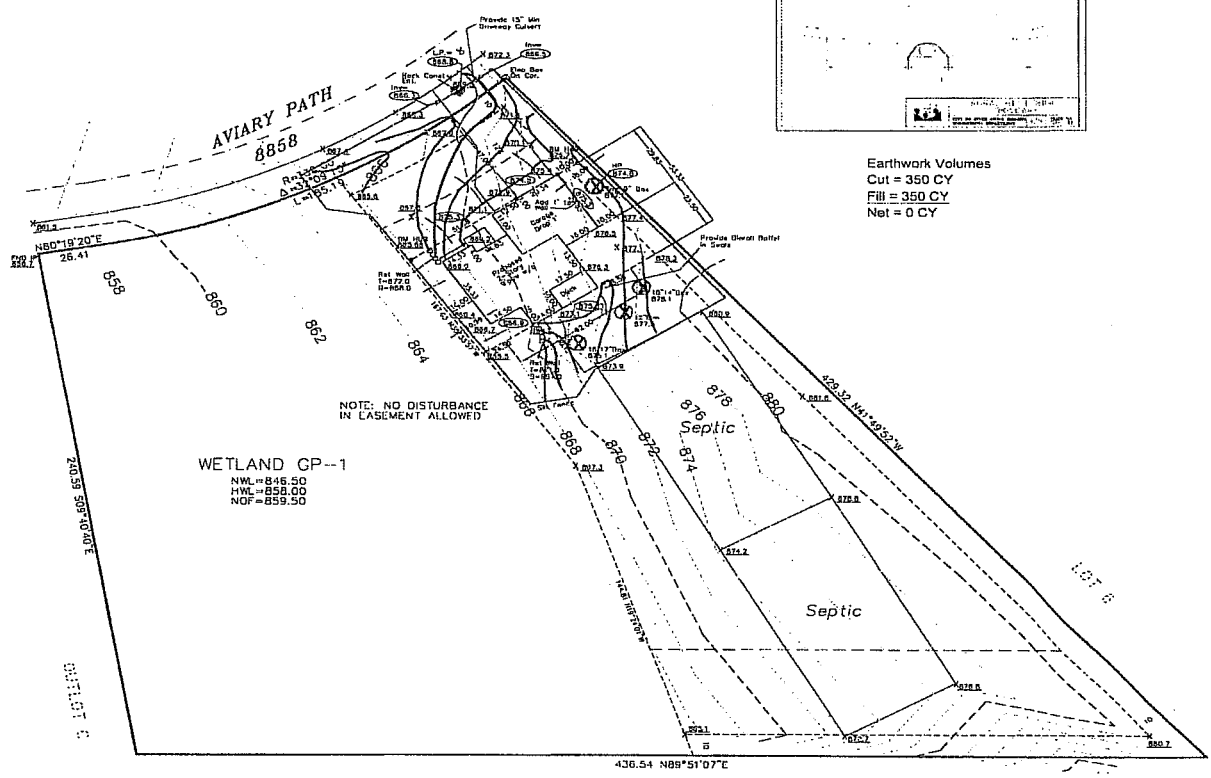
LEGAL DESCRIPTION

Lot 7, Block 2, ANNISTONE RANCH, City of Inver Grove, Dakota County, Minnesota, and reserving easements of record.

CULVET DETAIL



Earthwork Volumes
Cut = 350 CY
Fill = 350 CY
Net = 0 CY



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

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for all dimensions, which must be confirmed at the Site, fabricated and correlated at the job site, for all aspects of the construction of the work of all trades, and for ensuring consistency with the Contract Documents.

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

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

Date: 10/22/2014 By: Thomas Kelchen

LOT SQ. FOOTAGE = 92,041

PREPARED FOR:

Norton Homes

PREPARED BY:

HEDLUND PLANNING
ENGINEERING SURVEYING

2005 PIN OAK DRIVE
EAGAN, MINNESOTA, 55122
PHONE (651) 405-6600

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

Jeffrey D. Hedlund
Jeffrey D. Hedlund, Minn. Reg. No. 14337

PROPOSED ELEVATIONS:

Top of Foundation	= 876.0
Garage Floor	= 874.6
Basement Floor	= 867.3
Approx. Sewer Service Elev.	= Verify
Proposed Elevations	= 000.0
Existing Elevations	= 000.0
Drainage Direction	=
Denotes Offset Stake	= •

N

30 0 30 60
SCALE IN FEET

DATE: October 20, 2014

BENCHMARK:

Front Offsets

MIN. SETBACK REQUIREMENTS:

Front	= 30	House Side	= 10
Rear	= 50	Garage Side	= 10

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, erosion control
X	Prior to Certificate of Occupancy	as-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Encroachment Agreements Related to Landowner Improvements within City Easement for Lots 1-4, Block 1, of the Argenta Hills 9th Addition

Meeting Date:	November 10, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer 651.450.2572		Amount included in current budget
Prepared by:	Steve W. Dodge, Assistant City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

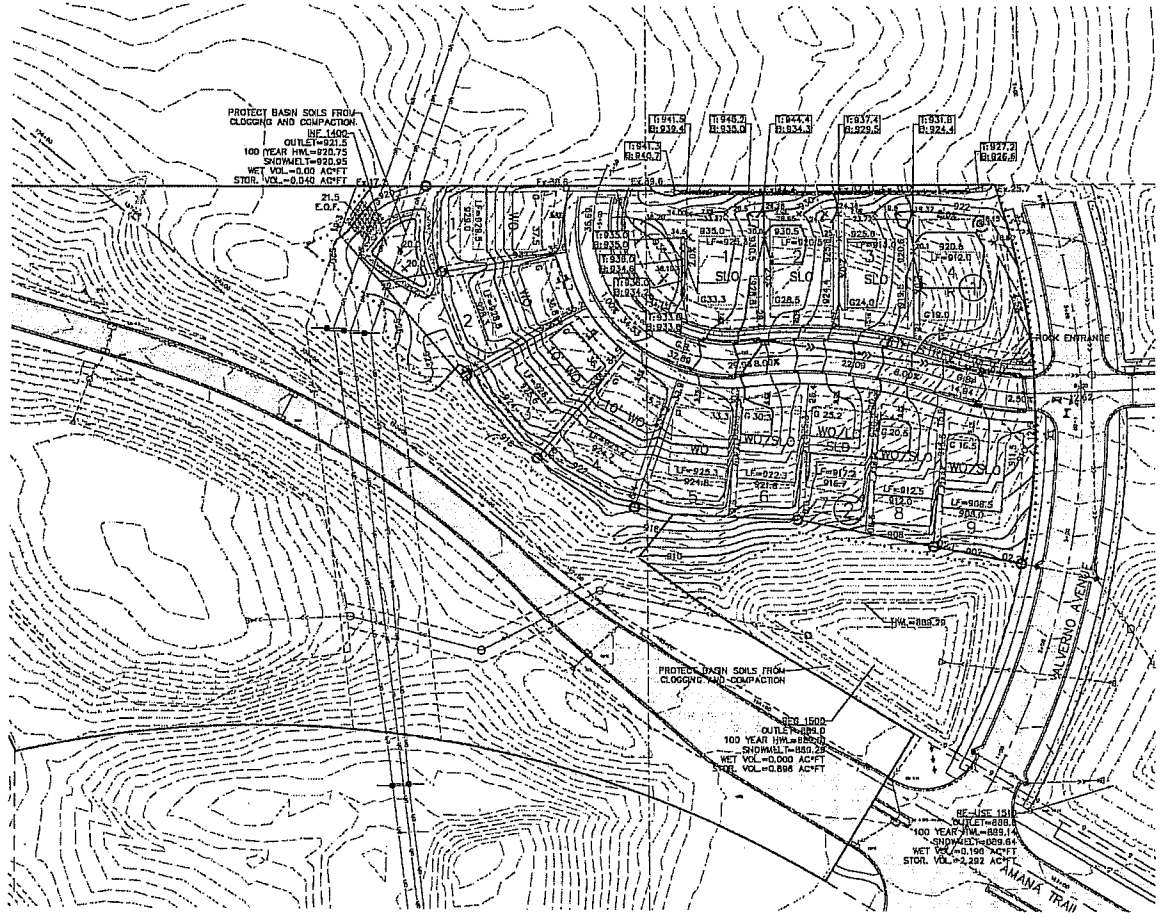
Consider approval of encroachment agreements related to landowner improvements within City easement for lots 1-4, block 1, of the Argenta Hills 9th Addition.

SUMMARY

Lots 1-4, block 1, of Argenta Hills 9th have retaining walls crossing property lines. They are within easements, along a drainage swale, and near the temporary cul-de-sac. Encroachment agreements are required to ensure the ownership and maintenance responsibility of the retaining walls are transferred to the property owners. Special considerations for reconstructing or removing the retaining walls due to land development to the north have been included in the agreements.

Copies of the signed encroachment agreements are attached. It is recommended that the City Council approve the Encroachment Agreements Related to Landowner Improvements Within City Easement for Lots 1-4, Block 1, Argenta Hills 9th Addition.

TJK/swd
Attachments: Revised Plans
Retaining Wall Maintenance Agreements



GRAPHIC SCALE IN FEET

Inver Grove Heights
INVER GROVE HEIGHTS, MN 55077-3412

Review of the Project and compliance with the Contractor is responsible for all dimensions and correlated at the job site; for all construction methods or to techniques of construction; for assuring consistency with the Contract Documents. This does not relieve the Contractor of the responsibility for complying with all the Contract Documents.

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

Date: 9/30/2014 By: Tabrey Kellogg

60' Wide Single Family Lots

Front:
Garage foundation to R-O-W =20
House foundation to R-O-W =20
Foundation to side street R-O-W =15

Side:
Garage =5'
Building =5'

Rear =30'

Wetland =40'

Collector Street:
Foundation to Alverno Ave. R-O-W =25

BENCH MARK
THE EAST SIDE OF HWY. 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL.
ELEV=871.48
ON EVO-HUBT4-9877-4TRAD

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

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Name: Brian Alderman
Reg. No. 47959 Date: 9-12-2014

Revisions:
1. 08-12-2014 CITY COMMENTS
2. 08-25-2014 REVISED TRANSMISSION TURNAROUND
3. 09-02-2014 REVISED HYDRANT LOCATION
4. 09-16-2014 ADDED WALL AT NORTH PROP. LINE

Date: 08-20-2014
Designed: BNA/PTC
Drawn: BNA/AER

FINAL GRADING PLAN

160 INVESTMENTS, LLC
10973 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 9TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

G1 OF 4

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AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, ARGENTA HILLS 9TH ADDITION DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, ARGENTA HILLS 9TH ADDITION DAKOTA COUNTY, MINNESOTA (Agreement) is made this 27th day of October, 2014, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by 160 Investment, 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 north side of the Subject Land dedicated to the City on the recorded plat of Argenta Hills 9th Addition, Dakota County, Minnesota.

1.5 Landowner. "Landowner" means 160 Investment, 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:

160 Investment, LLC
Attn: Robert H. Enebak
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.

1.7 Landowner Improvements. "Landowner Improvements" means the retaining wall 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 Final Grading Plan (G1 of 4) dated August 19, 2014, revised September 16, 2014 and the Erosion Control Plan (G2 of 4) dated August 19, 2014, revised September 16, 2014, prepared by Pioneer Engineering that were approved by the City Engineer on September 30, 2014. The Construction Plan is on file with the City. If the Landowner installs an irrigation system or a fence on top of the retaining wall, then the Construction Plan shall be supplemented and, subject to the approval of the City, shall show the irrigation system and fence on top of the retaining wall.

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.

If the Landowner installs an irrigation system or a fence on top of the retaining wall, then the Construction Plan shall be supplemented and, subject to the approval of the City, shall show the irrigation system and fence on top of the retaining wall.

The Landowner shall not place any other structures, buildings, fences (except for the fence on top of the retaining wall), 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.

ARTICLE 4
DEVELOPMENT OF PROPERTY TO NORTH OF SUBJECT LAND

4.1 **Development of Property to North of Subject Land**. Landowner and City acknowledge that there is a substantial probability that property lying north of the Subject Land will be developed and regraded. At that time, there is a likelihood that pursuant to best practices the area within the City Easement will be regraded to match the new grades on the property to the north of the Subject Land with the result that the retaining wall (Landowner Improvements) in the City Easement will need to be removed and will not be replaced. The City and Landowner agree that if the City approves a grading plan for the property north of the Subject Land that calls for the regrading of the City Easement and the elimination and removal of the retaining walls in the City Easement, then in such an instance, the City and not the Landowner, will be responsible for the cost of removing the retaining wall, regrading of the City Easement and restoration of the area in the City Easement, notwithstanding anything to the contrary contained in Sections 3.1, 3.2, 3.6 and 3.9. In such instance, if portions of the retaining wall are reinstalled by the City, the Landowner shall thereafter be responsible for the maintenance and repair of the reinstalled portions of the retaining wall pursuant to Section 3.1; if the retaining wall or portions thereof are not reinstalled, then the City may dispose of those portions not reinstalled as the City sees fit.

Provided, however, if the City chooses to not reinstall the retaining wall and to dispose of the portions not reinstalled, the City shall give written Formal Notice to the Landowner that the Landowner has ten days after the effective date of the Formal Notice under Section 1.6 (which is three days after the date the Formal Notice is mailed) to remove the retaining wall boulders from the City Easement and relocate them elsewhere on the Subject Land. Failure by the Landowner in the time prescribed to relocate the retaining wall boulders elsewhere on the Subject Land shall be deemed an abandonment by the Landowner of any right, title and interest in the retaining wall boulders.

The City intends to require that the owner and developer of the property north of the Subject Land be responsible for all costs associated with regrading the City Easement and with removal of the retaining wall and with restoration of the area in the City Easement; the City intends that this requirement will be placed in the Development Contract between the City and the owner and developer of the property north of the Subject Land.

[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 27th 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
160 INVESTMENT, LLC

Robert H. Enebak
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

On this 22nd day of October, 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 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

Lot 1, Block 1, Argenta Hills 9th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

AGENDA ITEM 4F

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

Resolution Approving First Amended Joint Powers Agreement (JPA) with Dakota County for the Preliminary Engineering and Final Design for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55

Meeting Date:	November 10, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Scott D. Thureen, 651.450.2571		Amount included in current budget
Prepared by:	Scott D. Thureen, Public Works Director		Budget amendment requested
Reviewed by:	SDT		FTE included in current complement
			New FTE requested – N/A
		X	Other: Local Improvement Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving First Amended Joint Powers Agreement with Dakota County for the preliminary engineering and final design for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55.

SUMMARY

The City Council approved a Joint Powers Agreement with Dakota County for preliminary engineering and final design for City Project 2014-11 – Argenta Trail at Trunk Highway (T.H. 55) on September 8, 2014. That agreement defined the division of responsibilities for the City and the County for a project to improve Argenta Trail to a four-lane divided highway (from the end of the current four-lane section located south and west of the intersection of T.H. 55, to a point approximately 600 feet south of 70th Street).

The First Amended Joint Powers Agreement for Preliminary Engineering and Final Design Study expands the study scope to include an analysis of alignment alternatives for Argenta Trail from the end of the original study area, north to a point beyond the northern border of the proposed Blackstone Ridge development.

This project is in the City's CIP. Funding of the City's share of the expanded study cost (estimated to be $15,230) is recommended to come from the Local Improvement Fund. I recommend that the City Council adopt this resolution approving the First Amended JPA.

SDT/kf
Attachments: Resolution
JPA

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO THE FIRST AMENDED JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR PRELIMINARY ENGINEERING AND FINAL DESIGN FOR CITY PROJECT NO. 2014-11

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County entered into a Joint Powers Agreement to complete a study to identify an alignment for Argenta Trail (CSAH 28/63) from the current intersection of Argenta Trail and CSAH 28 (located south and west of the intersection of CSAH 28 and TH 55) to a point approximately 600 feet south of 70th Street (CSAH 26); and

WHEREAS, the study will include the design of improvements to the intersection of Argenta Trial (CSAH 28/63) and TH 55, to include turn lanes, a permanent traffic signal system and consider the location of a potential future interchange layout as part of said design; and

WHEREAS, the City of Inver Grove Heights and Dakota County desire to expand the study area to include an analysis of alternative alignments for Argenta Trail (CSAH 63) from a point approximately 600 feet south of 70th Street (CSAH 26) to a point north of the future 65th Street alignment.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights enter into an agreement with Dakota County that defines the sharing of costs and the responsibilities of the two entities.

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for an on behalf of the City all of the contractual obligations contained therein.

BE IT FURTHER RESOLVED, that the City's share of the study costs shall be funded using Local Improvement Funds.

BE IT FURTHER RESOLVED, that the City shall utilize the results of the preliminary engineering to prepare a feasibility study for the project.

Approved by the City Council of Inver Grove Heights this 10th day of November 2014

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Contract No. C0026121

FIRST AMENDED JOINT POWERS AGREEMENT FOR PRELIMINARY ENGINEERING AND FINAL DESIGN STUDY

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 63-25

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2014-11

SYNOPSIS: *Dakota County Transportation Department and the City agree to conduct a feasibility study, preliminary engineering, and final design for the construction of the 4-lane divided section extension of County State Aid Highway (CSAH) 28 from south of Trunk Highway (TH) 55 through the TH 55 intersection, to south of CSAH 26 (70th Street). The alignment of new CSAH 63 between CSAH 28 and CSAH 26 will consider the potential for a future interchange at the intersection of TH 55. Improvements necessary at the intersection include turn lanes on all approaches, and the installation of a permanent signal system. The extension of future CSAH 28 (Amana Trail) from its current location approximately ½ mile west of TH 3 will connect with new CSAH 63 at a location that considers future potential ramp location in Inver Grove Heights, Dakota County.*

THIS FIRST AMENDED JOINT POWERS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to conduct a feasibility study and provide preliminary design to develop the County State Aid Highway (CSAH) 63 (Argenta Trail) corridor from south of Trunk Highway (TH) 55 to south of County State Aid Highway (CSAH) 26 (70th Street) with the potential for a future interchange at the intersection of TH 55 in Inver Grove Heights, Dakota County (the "Project"); and

WHEREAS, the County and the City require professional services as set forth in this Agreement to conduct the feasibility study and provide preliminary design to determine and identify a preferred alternative for the reconstruction of the CSAH 63 corridor from south of TH 55 to south of CSAH 26 (70th Street) with the potential for a future interchange at the intersection of TH 55 in Inver Grove Heights, Dakota County; and

WHEREAS, it is considered mutually desirable for the City upon completion of the preliminary engineering to contract for the final engineering design for the County State Aid Highway (CSAH) 63 (Argenta Trail) corridor from south of Trunk Highway (TH) 55 to south of County State Aid Highway (CSAH) 26 (70th Street) in Inver Grove Heights, Dakota County (the "Project"); and

WHEREAS, the County and City entered into that certain Joint Powers Agreement for the preliminary engineering and final design for County Project No. 63-25 and City Project No. 2014-11 effective September 8, 2014 (the "Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement to include provision for a study of the future alignment of CSAH 63 (Argenta Trail) from south of CSAH 26 (70th Street) to north of 65th Street by adding Paragraph 16 and Addendum #1.

NOW, THEREFORE, it is agreed that the County and the City will share Project responsibilities and jointly participate in the Project costs associated with the Feasibility study, preliminary design engineering, and final design engineering and related activities as described in the following sections:

1. Administration. The City will enter into and administer the contract with a consulting firm, the consulting engineer, and will coordinate the preliminary engineering work of the consulting engineer with

the County. Upon completion of preliminary design, it is anticipated that the City will contract for the final design engineering. Subject to the requirements of Section 10, below, the County and the City shall each retain final decision-making authority within their respective areas of responsibility.

2. Preliminary Engineering. "Preliminary "Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:

a. Surveying and Mapping;
b. Engineering Studies and Reports;
c. Public Involvement Process;
d. Environmental Reports;
e. Traffic evaluation of various alternatives; and
f. Preliminary Layouts (including Level 1 Layout as required by MnDOT)

for the CSAH 63 (Argenta Trail) corridor from south of TH 55 to south of CSAH 26 (70th Street). The City and the County shall divide the cost of the preliminary engineering with the County being responsible for 55% of the cost and the City being responsible for 45% of the cost.

3. Final Design Engineering. "Final Design Engineering" shall be defined as engineering work completed through final plans and specifications, which includes, but is not limited to:

a. Final plans and specifications;
b. Final engineer's estimate;
c. Permit approvals; and
d. Right of way needs mapping

for the CSAH 63 (Argenta Trail) corridor from south of TH 55 to south of CSAH 26 (70th Street). Final Design Engineering will be consistent with County design practices, State-Aid design standards, the Dakota County Transportation Plan, and the City's utility standards and specifications. The City and the County shall divide the cost of the final engineering with the County being responsible for 55% of the cost and the City being responsible for 45% of the cost.

4. Right-of-Way Pre-acquisition. The County will prepare right of way maps for the required permanent and temporary highway and drainage easements for this project.

5. Plans and Specifications. A consulting firm will be selected by the County and the City as the consulting engineering firm to perform the Preliminary Engineering. The anticipated completion date of the Preliminary Engineering is February 27, 2015. Upon completion of the Preliminary Engineering, it is anticipated that the City will contract for Final Design Engineering.

6. Payment. The City will act as the paying agent for payments to the consultant. Payments to the consultant will be made as the project work progresses and when certified for payment by the City Engineer. The City, in turn, will bill the County for their share of the professional services as specified in Paragraph 2 and 3. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation with the consultant and documentation of actual costs incurred in carrying out the work.

7. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by both parties prior to execution of work.

8. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

9. Effective Dates. The Original Agreement was effective September 5, 2014. This Agreement shall be effective and replace the Original Agreement execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed.

10. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures for the project, unless amended by the contract specifications.

11. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

12. Acts of Employees. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the County and any and all claims made by any third party as a consequence of any act or omission on the part of County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City.

13. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the City and the County relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

14. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the project; whether written or oral. Neither party will be bound by the recommendations of the consultant and each agency shall retain final decision-making authority with respect to road improvements within their respective areas of responsibility.

15. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City of Inver Grove Heights' authorized representative for the purpose of the administration of this Agreement is Scott Thureen, City Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN. 55077, phone (651) 450-2500, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. All parties may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

16. Alignment Study. The parties agree to study the future alignment of CSAH 63 (Argenta Trail) from south of CSAH 26 (70th Street) to north of 65th Street to identify the long-term location of CSAH 63 and the subsequent implications for existing residential properties and future development in the area. The parties' rights, duties, and obligations with respect to the alignment study are set forth in the attached Addendum #1 and incorporated herein by reference.

N:\Highway\AGRMENT\2014\63-25 IGH C0026121.docx

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

_____
Public Works Director

By _____
Mayor

(SEAL)

By _____
City Clerk

Date_____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

_____
County Engineer

APPROVED AS TO FORM:

_____
Assistant County Attorney / Date

By:_____
Physical Development Director

COUNTY BOARD RESOLUTION:

No: 04-425 Date: August 26, 2014

Date:_____

K#_____

ADDENDUM #1

WHEREAS, in 2010, the Dakota County Board of Commissioners and the Inver Grove Heights City Council both adopted the recommendations of the Regional Roadway System Visioning Study (RRSVS); and

WHEREAS, the RRSVS recommendations included the need to realign County State Aid Highway (CSAH) 63 (Argenta Trail), a future arterial roadway, from south of CSAH 26 (70th Street) to north of future 65th Street in the City of Inver Grove Heights; and

WHEREAS, it is now considered mutually desirable to conduct an engineering study, including a public involvement process, to identify the location of the arterial in relation to property to be developed and to existing residences in the area.

NOW, THEREFORE, it is agreed that the County and City will share responsibilities and jointly participate in an alignment study as described in the following sections:

1. Administration. The City will enter into and administer the contract with a consulting firm, the consulting engineer, and will coordinate the alignment study work of the consulting engineer with the County. Subject to the requirements of the First Amended Joint Powers Agreement to which this Addendum #1 is attached, the County and the City shall each retain final decision-making authority within their respective areas of responsibility.

2. Alignment Study. "Alignment Study" shall be defined as all work necessary to identify the long-term alignment of CSAH 63 (Argenta Trail) from south of CSAH 26 (70th Street) to north of future 65th Street, which includes, but is not limited to:

   a. Project Management;
   b. Public and Agency Involvement;
   g. Analyze Data Compilation, Surveys and Mapping;
   h. Concept Development;
   i. Implementation Phasing;
   j. Utility Coordination;
   k. Drainage Design.

The City and the County shall divide the cost of the Alignment Study work with the County being responsible for 55% of the cost and the City being responsible for 45% of the cost.

3. Plans and Specifications. A consulting firm will be selected by the County and the City as the consulting engineering firm to perform the Alignment Study. The anticipated completion date of the Alignment Study is

February 27, 2015. Upon completion of the Preliminary Engineering, it is anticipated that the City will contract for Final Design Engineering.

4. Payment. The City will act as the paying agent for payments to the consultant. Payments to the consultant will be made as the project work progresses and when certified for payment by the City Engineer. The City, in turn, will bill the County for their share of the professional services as specified in Paragraph 2 and 3. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation with the consultant and documentation of actual costs incurred in carrying out the work.

5. Miscellaneous. The paragraphs 10 through 15 of the First Amended Joint Powers Agreement to which this Addendum #1 is attached shall govern this Addendum.

AGENDA ITEM 4G

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

Approve Letter of Support for Regional Solicitation Grant Application

Meeting Date:	November 10, 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:

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

PURPOSE/ACTION REQUESTED

The City and Dakota County are partnering to improve Argenta Trail from Trunk Highway 55 to a future interchange location on I-494. A study and preliminary design are currently underway for the southern portion of the highway project City Project No. 2014-11 (Dakota County Project 63-25). Dakota County will be submitting a Regional Solicitation Grant Application to the Metropolitan Council for this project. Every two years, the Regional Solicitation process allocates federal transportation funds to locally initiated projects to meet regional transportation needs. The current application cycle is for projects programmed in 2017, 2018 and 2019.

I recommend that the City Council approve the letter of support.

SDT/kf

Attachment: Letter

November 6, 2014

Mr. Mark Krebsbach
Dakota County Transportation Director
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Krebsbach:

The City of Inver Grove Heights is providing this letter in support of a Regional Solicitation Grant Application for funding for Dakota County Project 63-25 (CSAH 28/63 at Trunk Highway 55). The improvement of this segment of the County highway system and the improvements at its intersection with Trunk Highway 55 are a priority for the City. In addition to improved safety the project will provide, the highway improvements will be an important part of the development of the northwest portion of Inver Grove Heights.

The City supports this proposed project for federal funding and agrees to provide a financial commitment for the improvements directly related to CSAH 28/63.

Sincerely,

George Tourville
Mayor of Inver Grove Heights

GT/kf

cc: Joe Lynch, City Administrator

AGENDA ITEM 4H

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

Resolutions Establishing Utility Rates for 2015

Meeting Date: November 10, 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:

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 three separate resolutions establishing water, sanitary sewer and storm water rates for 2015.

SUMMARY

The proposed rate increases for water and sanitary sewer follow the recommendations presented in the 2012 rate study update that was prepared by Ehlers and Associates. The study recommended that the water rate be increased by 2 percent and that the sanitary sewer rate be increased by 3.5 percent.

I recommend that the storm water utility rates remain unchanged for 2015.

I recommend passage of the three resolutions establishing utility rates for 2015, with water rates increasing by 2.0 percent, sanitary sewer rates increased by 3.5 percent and storm water rates remaining unchanged.

SDT/kf
Attachment: Resolutions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2015

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2015 for monthly and quarterly billings are established as follows:

Single Family Dwelling
The first 6,000 gallons or less ..... $21.34 per quarter
6,001 – 20,000 gallons ..... $2.48 per 1,000
20,001 – 40,000 gallons ..... $2.85 per 1,000
40,001 and more gallons ..... $3.08 per 1,000

The minimum charge per quarter shall be $21.34

Multi-Family/Mobile Homes
The first 2,000 gallons or less $7.12 per unit/month
2,001 – 7,000 gallons $2.48 per 1,000
7,001 – 13,000 gallons $2.85 per 1,000
13,001 and more gallons $3.08 per 1,000

The minimum charge per unit per month shall be $7.12

Commercial/Institutional/Industrial
The first 2,000 gallons or less ..... $7.12 per month
2,001 – 7,000 gallons ..... $2.48 per 1,000
7,001 – 13,000 gallons ..... $2.85 per 1,000
13,001 and more gallons ..... $3.08 per 1,000

The minimum charge per month shall be $7.12

Special Senior Rates
0 – 6,000 gallons per quarter ..... $10.46 per quarter
6,001 and more gallons ..... Same as applicable rate above

Adopted this 10th day of November 2014 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2015

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates, commencing January 1, 2015, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	$29.63 per quarter
All over 6,000 gallons	$3.74 per 1,000 gallons

The minimum charge per quarter shall be $28.63

Multi-Family/Mobile Homes

The first 2,000 gallons or less	$9.86 per unit/per month
All over 2,000 gallons	$3.74 per 1,000 gallons

The minimum charge per unit per month shall be $9.86

Commercial/Institutional/Industrial

The first 2,000 gallons or less	$9.86 per month
All over 2,000 gallons	$3.74 per 1,000 gallons

The minimum charge per month shall be $9.86

Adopted this 10th day of November 2014 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2015

RESOLUTION NO. _____

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

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

Monthly storm water utility rates, commencing January 1, 2015 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural (Base Fee) Monthly	Urban (Base + Surcharge) Monthly	NWA Developed (Base + Surcharge) Monthly
Single-Family Residential	R-1A	L	$ 0.92	$ 2.68	$ 8.03
	R-1B	L	0.59	1.72	5.16
	R-1C	L	0.50	1.27	3.82
	Estate (5 ac cap)	A	0.66	1.91	5.72
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	1.45	4.20	12.61
	R-3 (6+ units/ac)	A	1.72	4.97	14.91
	R-4 (Manufactured Home)	A	1.98	5.73	17.20
Other	Agricultural/Open Space (10 ac cap)	A	0.40[1]	1.15	0.40
	Business District	A	2.90	8.40	25.23
	General Business	A	3.83	11.08	33.25
	Shopping Center	A	3.30	9.55	28.67
	Industrial	A	2.77	8.02	24.08
Public/ Institutional	Schools/Churches/Other	A	1.72	4.97	14.91
	Golf Courses/Cemeteries/Parks	A	0.40[1]	1.15	3.44
	City Facilities	A	2.90	8.40	25.23

[1]The minimum annual fee per parcel is $6.00.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 10th day of November 2014 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

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

SCHEDULE PUBLIC HEARING

Meeting Date:	November 10, 2014		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Kristi Smith, Finance Director		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Schedule a Public Hearing on December 8, 2014, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees.

SUMMARY Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City's Code.

AGENDA ITEM _____

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

AUTHORIZE PAYMENTS TO CHURCHES USED AS POLLING LOCATIONS FOR THE 2014 PRIMARY AND GENERAL ELECTIONS

Meeting Date: November 10, 2014
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by: Kristi Smith

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:

Adopt a resolution authorizing payments to churches used as polling locations for the 2014 Primary and General elections.

SUMMARY:

It has been the practice for the City to make payments of $100 per election to churches used as polling locations for City elections. The money is used to cover extra maintenance costs incurred by these facilities since they prefer not to bill the City for such services. The City presently uses eight churches as polling locations: Amazing Grace Lutheran Church, Inver Hills Church, Emanuel Lutheran Church, Good Shepherd Lutheran Church, Church of St. Patrick, River Heights Vineyard Church, Crossroads Church and Bethesda Lutheran Church. A payment in the amount of $1,600 was included in the 2014 Elections budget.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENTS TO CHURCHES FOR USE OF FACILITIES AS POLLING LOCATIONS AT THE 2014 PRIMARY AND GENERAL ELECTIONS

AMAZING GRACE LUTHERAN CHURCH – PRECINCT 1
INVERHILLS CHURCH – PRECINCT 2
EMANUEL LUTHERAN CHURCH – PRECINCT 5
GOOD SHEPHERD LUTHERAN CHURCH – PRECINCT 6
CHURCH OF ST. PATRICK – PRECINCT 7
RIVER HEIGHTS VINEYARD CHURCH – PRECINCT 8
CROSSROADS CHURCH – PRECINCT 9
BETHESDA LUTHERAN CHURCH – PRECINCT 10

WHEREAS, the City of Inver Grove Heights used the above-listed facilities as polling locations for the 2014 Primary and General Elections; and

WHEREAS, the churches prefer not to bill the City for such services;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, hereby authorizes a payment in the amount of $200 ($100 per election) to Amazing Grace Lutheran Church, Inverhills Church, Emanuel Lutheran Church, Good Shepherd Lutheran Church, Church of St. Patrick, River Heights Vineyard Church, Crossroads Church and Bethesda Lutheran Church for the use of their facilities as polling locations for the 2014 Primary and General Elections.

BE IT FURTHER RESOLVED that the Finance Department is hereby directed to issue checks in the amount of the payments.

Adopted by the City Council of Inver Grove Heights this 10th day of November, 2014

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	November 10, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	Joe Lynch, City Administrator		Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Recreation – Kallie Krech.

Please confirm the employment of: Andra Bontrager, GIS Technician.

Please confirm the promotion of: Dan McManus, Lead Utility Maintenance Worker.

AGENDA ITEM _____

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

MIKE THOMAS - Case No. 14-44C

Meeting Date: November 10, 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 Conditional Use Permit (CUP) to allow an outdoor storage facility on the property located at 7537 Concord Boulevard

- Requires a 4/5th's vote.
- 60-day deadline: December 7, 2014 (first 60 days)

SUMMARY

The applicant is requesting a Conditional Use Permit (CUP) to operate an outdoor storage facility by utilizing the vacant building, parking lot, and existing site improvements on the property located at 7537 Concord Blvd. An outdoor storage lot is a conditional use in the B-3 district. The building would be used as a sales office and the outdoor storage would be on the south and west portions of the lot. Automobiles, trailers, personal recreational vehicles will be the types of items allowed to be stored on the property

The applicant would be reducing the number of access points off of Concord Blvd from two to one. The property can also be accessed from the Super America parking lot and from 75th Street. There is an existing wood fence along the west, north and south property lines, the applicant would add additional solid fencing around the perimeter of the storage area, complying with code requirements. The applicant has submitted a lighting plan demonstrating nine parking lot lights; the lighting shall not exceed one foot candle from the centerline of the street and 0.4 foot candles from residential properties. The submitted lighting plan meets code requirements.

The proposed request meets the CUP criteria relating to the Comprehensive Plan and zoning consistency, compatibility with land uses, environmental impacts, and public health and safety impacts. No additional impervious surface would be added to the property. The Engineering Division has reviewed the plans and has no issues with the proposed request. Any future impervious surface changes, site improvements, or disturbance will require the addition of a storm water facility approved by the Engineering Department.

Planning 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 an outdoor storage facility in the B-3 district.

Planning Commission: Recommended **approval** of the request at their November 5, 2014 meeting with the conditions listed in the attached resolution (5-1 Wipperman). The applicant was in attendance at the public hearing; no neighbors attended the hearing.

Attachments: CUP Resolution
Letter from resident
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN OUTDOOR STORAGE FACILITY IN THE B-3 GENERAL BUSINESS DISTRICT

Mike Thomas
Case No. 14-44C

WHEREAS, the request is for the property located at 7537 Concord Boulevard (PID No's 20-01100-50-061, 20-11420-01-010 and 20-01100-50-051) and legally described as:

PT OF N 1/3 OF N 1/2 OF SW 1/4 COM NW COR E 525.3 FT S AT R A 159.2 FT TO PT OF BEG E 149.2 FT TO W R/W STH #56 S 6D W ON R/W 140.1 FT W 129 FT TO PT 138 FT S OF BEG N 138 FT TO PT OF BEG OF SECTION 11 TWN 27 RANGE 22, DAKOTA COUNTY, MINNESOTA

AND

PT OF N 1/3 OF N 1/2 OF SW 1/4 BEG 411.3 FT E OF NW COR E 127.9 FT S 159.2 FT W 13.9 FT S 138 FT E 82 FT SE'LY 125 FT TO PT 21.6 FT W OF W'LY R/W STH #56 W 201.6 FT N 15D00M W 107 FT N TO BEG EX LOT 1 BLK 1 AMOS ADDITION & EX N 30 FT THEREOF SECTION 11 TWN 27 RANGE 22, DAKOTA COUNTY, MINNESOTA

AND

LOT 1, BLOCK 1 AMOS ADDITION according to the recorded plat, Dakota County, Minnesota

WHEREAS, the aforedescribed property is zoned B-3, General Business;

WHEREAS, an outdoor storage lot is listed as a conditional use within the B-3, General Business zoning district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit 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 November 5, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an outdoor storage facility 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 Division except as modified herein:

   Site Plan date stamped: 10-08-14
   Lighting Plan dated: 01-27-14

2. No employee, customer, or storage shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain storage.

3. Only passenger automobiles, trailers, and personal recreational vehicles such as boats, campers, motor homes, and RV's may be stored in the outdoor storage area. All such storage shall be allowed only within the fenced area as shown on the site plan.

4. All signage requires issuance of sign permits which will require a complete sign inventory to verify proposed overall signage will comply with the code.

5. 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.

6. 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.

7. The wood fence is a screening requirement and must be maintained. i.e. kept straight and plumb, fix any broken boards, remove graffiti, etc.

8. Any future impervious surface changes, site improvements, or disturbance will require the addition of a storm water facility, meeting the MPCA non-degradation requirement of treating/infiltration 1-inch of run-off from the

impervious surface. Additional improvements shall also meet the City's Water Resources Management Plan requirements.

9. The outside storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted. All licensable equipment and vehicles must have a current license and be in operable condition.

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 November, 2014.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

October 29, 2014

Planning Department
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Mike Thomas – Case No. 14-44C

We are writing to voice our opposition in the above case in our neighborhood. We do not want an outdoor storage facility right next door. In the past, there have been semi trucks that park in the lot running their engines all night long, and sometimes for a few days. This has not been happening lately however, we believe that this sort of business will only encourage the activity to begin again. Pretty sure there will be lighting issues (**lights on all night**) due to security issues. There are already noise issues with SA having trucks unloading during the day and the trucking company down on Concord with their pneumatic drills. Living in a house with an outdoor storage facility next door doesn't exactly help with property values in the neighborhood. Again, as before with Mike Thomas wanting a used car lot, this area is already run down and not taken care of. It would be nice to have something that helps make Inver Grove Heights look attractive to all who drive on Concord Ave.

Thank you for your consideration in this matter.

Andrew and Diane Vogelgesang
4046 75th Street East
Inver Grove Heights, MN 55076

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 29, 2014 **CASE NO:** 14-44C

HEARING DATE: November 5, 2014

APPLICANT & PROPERTY OWNER: Mike Thomas

REQUEST: Conditional Use Permit to allow an outdoor storage facility

LOCATION: 7537 Concord Blvd

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

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

BACKGROUND

The applicant is requesting to operate an outdoor storage facility by utilizing the vacant building, parking lot, and existing site improvements located at 7537 Concord Blvd. The existing building would be used as the office building for the operation and the outdoor storage would be on the south and west side of the property. This past February, a CUP for a car sales lot was approved for this site; at this time the applicant has decided to open an outdoor storage facility in lieu of the car sales lot.

The applicant has indicated he would remodel the building into an office, add light fixtures to a portion of the parking lot and install solid fencing around the perimeter of the property. No buildings or other significant improvements are being proposed at this time.

The specific request consists of the following:

A.) A **Conditional Use Permit** to allow an outdoor storage facility.

EVALUATION OF THE REQUEST

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

North –	Super America; zoned B-3, General Business; guided CC, Community Commercial
East -	Skyline Village/Concord Blvd; zoned R-4, Manufactured Home Park District; guided MDR, Medium Density Residential
West –	Commercial/Single family homes; zoned B-3/ R-1C; guided CC/ LDR
South –	North American Trailers; zoned B-3; guided CC

SITE PLAN REVIEW

Parking/Storage. The applicant is requesting an outdoor storage lot. All parking and storage shall be at least 10 feet from the east, west, and north property lines and 5 feet from the south property line. Customer parking must be marked and shall not contain outdoor storage. No employee, customer, or outdoor storage shall be allowed on the street or in the right-of-way.

Only passenger automobiles, trailers, and personal recreational vehicles such as boats, campers, motor homes, and RV's may be stored in the outdoor storage area. The storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted. All licensable equipment and vehicles must have a current license and be in operable condition.

Access. The property owner would be reducing the access points off of Concord Blvd from two to one on the east side of the property. The property can also be accessed from the north through the Super America parking lot and off of 75th Street.

Landscaping/Screening. The proposed use does not require any landscaping on the property. Solid screening is required around the outdoor storage areas. There is an existing wood fence along the west property line and part of the south property line that faces residential properties. The applicant is proposing to add additional solid fencing around the perimeter of the property complying with code requirements.

Lighting. The applicant has submitted a lighting and illumination plan showing the proposed location of nine light poles. The City Code requires that any lighting be a shoe-box style and that the bulb be shielded in some way so as not to be visible from adjacent property or the street. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets. Lighting shall not exceed 1.0 foot candle from the centerline of a street of 0.4 foot candles when abutting residential property. The lighting proposed meets the code requirements.

Signage. All signs for the site, including wall and pylon, require a separate sign permit and shall conform to the sign size requirements of the B-3 zoning district.

Engineering. No additional impervious surface would be added to the property at this time. The City Engineer has reviewed the plans and has no issues with the proposed request.

The properties are within the MPCA non-degradation area that drains to the Mississippi River through City storm facilities. Any future impervious surface changes, site improvements, or disturbance will require the addition of a storm water facility, meeting the MPCA non-degradation requirement of treating/infiltration 1-inch of run-off from the impervious surface. Additional improvements shall also meet the City's Water Resources Management Plan requirements.

Other Departments. All plans shall be subject to the review and approval of the City Fire Marshal and the City Building Official. The existing building on site will have to be brought into compliance with building and fire codes.

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 site is currently designated as CC, Community Commercial. The use of an outdoor storage lot is consistent with the goals and policies of the Comprehensive Plan.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and intent of the specific Zoning Ordinance in which the use is located.*

The applicant's property is zoned B-3, General Business. An outdoor storage lot is a conditional use in the B-3 district; with approval of the CUP, the proposed use would be in compliance with the Zoning Ordinance.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The use proposed does not appear to be materially injurious to existing or planned properties or improvements to the vicinity.

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 manor.*

Concord Boulevard was recently reconstructed; no additional City or County improvements are planned at this time. The proposed property improvements do not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. Aesthetics/exterior appearance
The existing structure will remain as an office building. Outside storage is not uncommon along Concord Blvd. and will be screened with solid fencing.

ii. Noise/traffic
The use of a storage lot would not generate noises that are inconsistent with commercial zoning. The use would typically be a low traffic generator.

iii. Fencing, landscaping and buffering
The site is already developed and no additional buildings are being proposed. Landscaping is not required for this property. A solid fence is required around the outdoor storage area.

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 size of the parcel is appropriate for the proposed use. The site is flat with existing improvements. The amount of traffic would not be out of the ordinary for a commercial area. Fire and building code requirements would be addressed with building permits to occupy the building.

7. The use does not have an undue adverse impact on the public health, safety or welfare.

The use does not appear to have any negative effects on the public health, safety or welfare of the community.

8. The use does not have an undue adverse impact on the environment, including but not limited to, surface water, groundwater and air quality.

The proposed use would not have any direct impacts on the environment. No additional impervious surface would be added to the site. No maintenance or repair of equipment, storage of junk vehicles or vehicle parts is allowed in the storage area.

ALTERNATIVES

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of the **Conditional Use Permit** for an outdoor storage lot subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

   Site Plan date stamped: 10-08-14
   Lighting Plan dated: 01-27-14

2. No employee, customer, or storage shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain storage.

3. Only passenger automobiles, trailers, and personal recreational vehicles such as boats, campers, motor homes, and RV's may be stored in the outdoor storage area. All such storage shall be allowed only within the fenced area as shown on the site plan.

4. All signage requires issuance of sign permits which will require a complete sign inventory to verify proposed overall signage will comply with the code.

5. 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.

6. 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.

7. The wood fence is a screening requirement and must be maintained. i.e. kept straight and plumb, fix any broken boards, remove graffiti, etc.

8. Any future impervious surface changes, site improvements, or disturbance will require the addition of a storm water facility, meeting the MPCA non-degradation requirement of treating/infiltration 1-inch of run-off from the impervious surface. Additional improvements shall also meet the City's Water Resources Management Plan requirements.

9. The outside storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted. All licensable equipment and vehicles must have a current license and be in operable condition.

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.

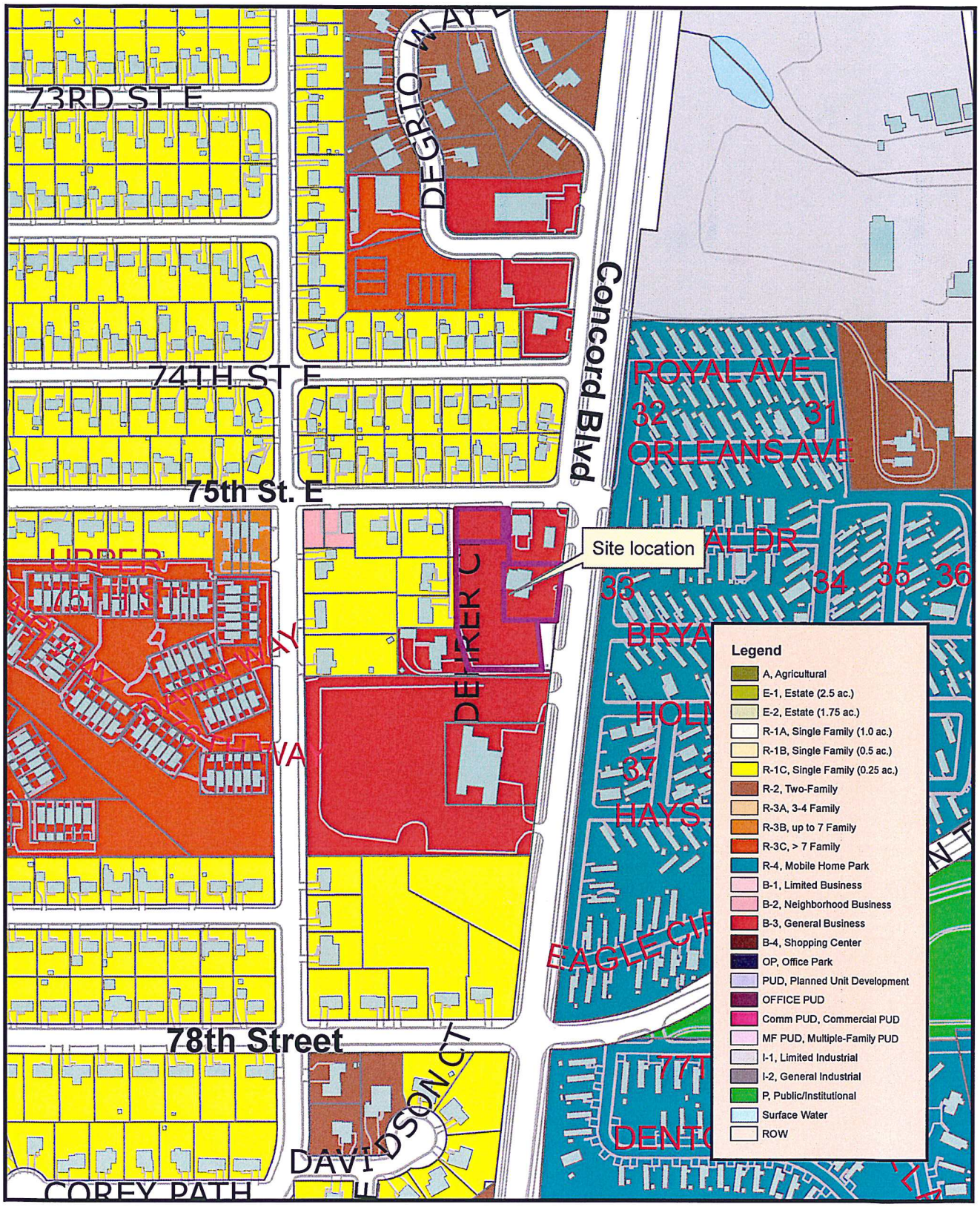
RECOMMENDATION

Based on the preceding report, Staff recommends **approval** of the request with the conditions listed in Alternative A.

Attachments:
Exhibit A – Zoning and Location map
Exhibit B – Applicant narrative
Exhibit C –Site plan
Exhibit D – Lighting Plan

Map not to scale

Mike Thomas
Case No. 14-44C



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

Heather Botten

From: "Mike Thomas" <mtyournet@gmail.com>
Date: Oct 8, 2014 9:16 AM
Subject:
To: "Mike Thomas" <mtyournet@gmail.com>

Hello i'm Mike Thomas

I currently own the property formally know as "Edies bar and Grill".

The reason for my meeting is to discus with the planning committee

my plans for a conditional use permit for outdoor storage. I have submitted

a plan witch includes no current changes to the building ,sign or the surfaces

to the lot. Upon your approval, the only site changes would be some outdoor

lighting and some additional fencing witch is shown in the example attached.

Also in the example

A] Out line of costumer parking

B] Employee parking

C] Customer parking

D] Light poles

E] Fence

F] Entrance

Standard business hours of operation as allowed in Inver Grove , and the use

or the north existing entrance.

Looking forward to meeting with you and getting your input and feelings for the

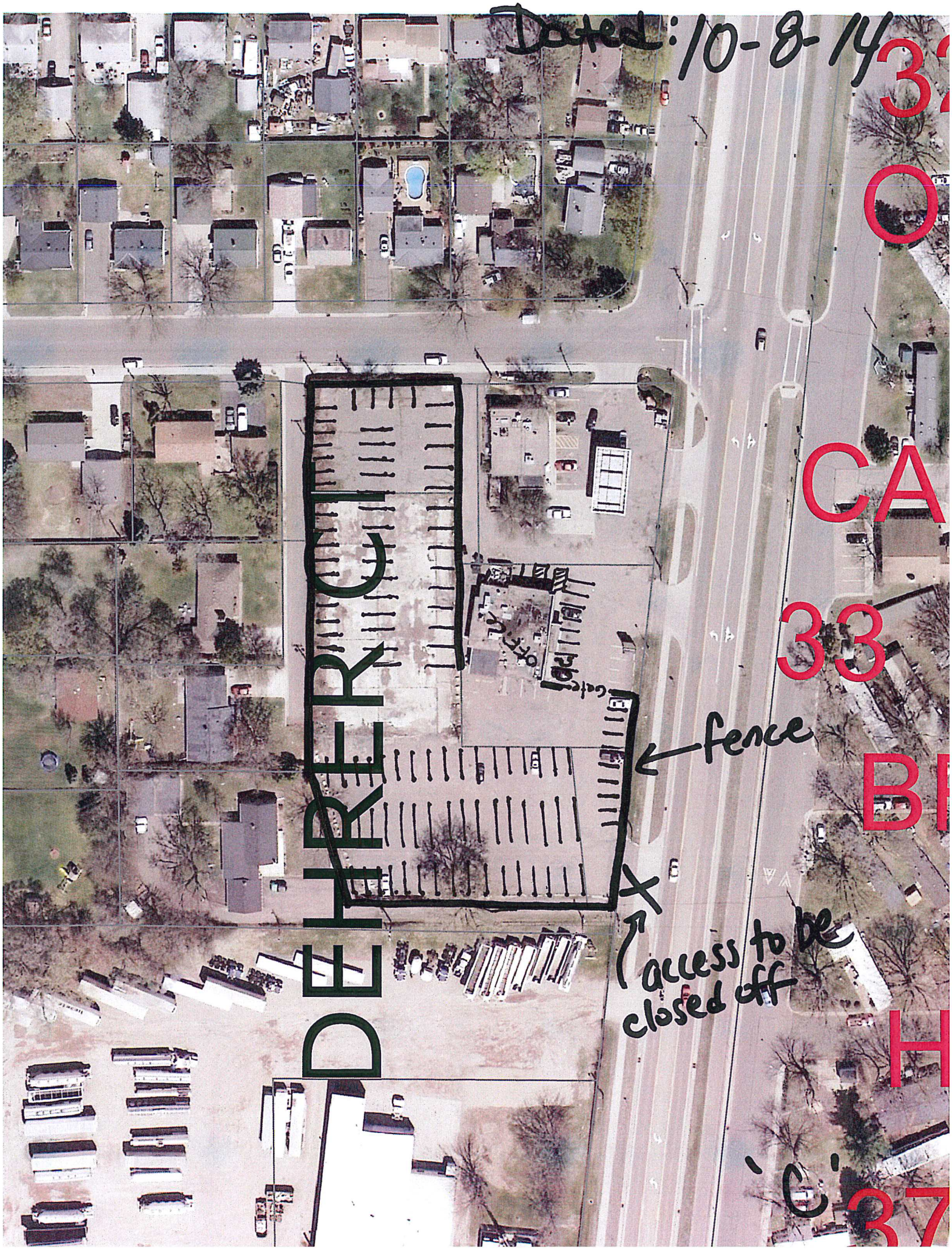
purposed conditional use permit.

Yours Truly

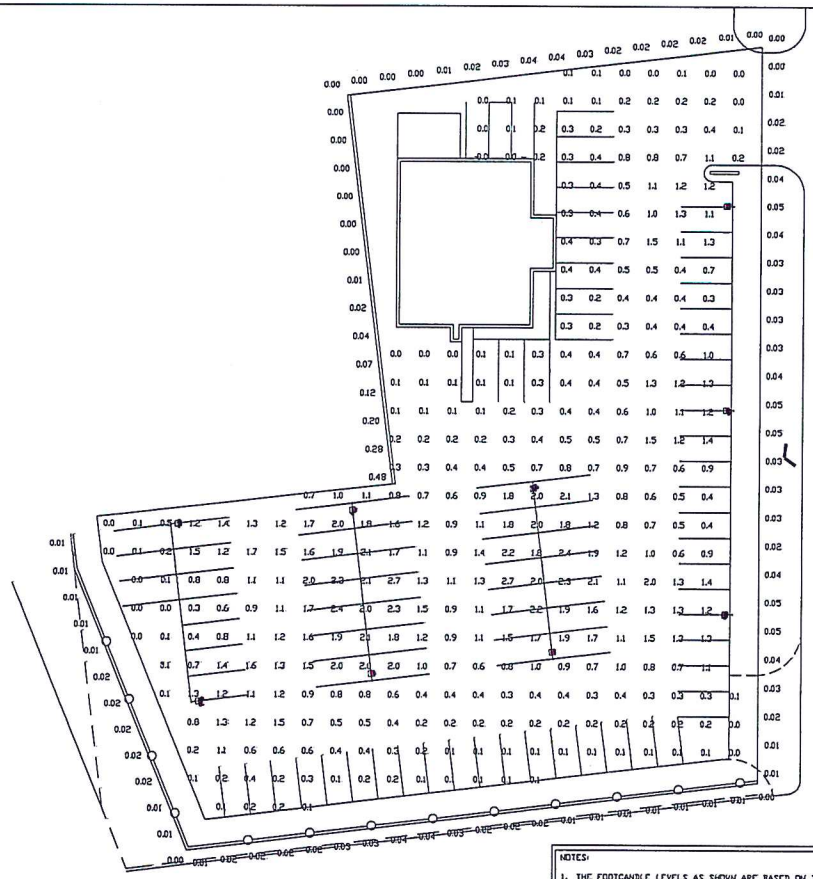
Mike Thomas

612-741-1800 mtyournet@gmail.com

B


Dated: 10-8-14
DEFERRED
Gate
fence
access to be closed off

DRWG. NO. 1PCP28810A



PAVED SURFACE READINGS

Average	0.8
Maximum	2.7
Minimum	0.0
Avg/Min	N/A
Max/Min	N/A

PROPERTY LINE READINGS

Average	0.03
Maximum	0.48
Minimum	0.00
Avg/Min	N/A
Max/Min	N/A

NOTES:

1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.

   SECURITY LIGHTING SYSTEMS MODEL # RSB/RCS-100PMH-**-4-HT

   LAMP TYPE, WATTAGE PULSE START METAL HALIDE, 100 WATT

   LUMEN OUTPUT 9,000 LUMENS

   MOUNTING HEIGHT 20' (18' POLE ON 2' BASE)

2. THE CONTRIBUTION OF THE METAL HALIDE SOFFIT / BUILDING LIGHTING IS NOT REFLECTED ON THIS DRAWING.

3. DISTANCE BETWEEN READINGS 10'

4. FINAL ADJUSTMENTS TO AIMING ANGLE/DIRECTION OF FIXTURES MAY BE REQUIRED TO ELIMINATE LIGHT TRESPASS OR GLARE ONTO ADJOINING PROPERTIES OR ROADWAYS.

** SPECIFY COLOR

NOTE: ALL POLES TO BE DRILLED

FIXTURE TYPE:	SYMBOL	QUANTITY	"SHOW TOP FIXTURE"	QUANTITY	POLE TYPE: *	QUANTITY
RSB/RCS-100PMH-**-4-HT		9	SGL	9	SSP-4118-** (4")	9

* POLES SPECIFIED ON THIS DRAWING ARE RATED FOR AN 90 MPH WIND LOAD. FOR AREAS WHERE THE WIND LOAD CRITERIA EXCEEDS 90 MPH, PLEASE CONSULT FACTORY FOR PROPER POLE SPECIFICATION AND MODEL NUMBER.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS.

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES
TOLERANCES NOT OTHERWISE SPECIFIED
DECIMAL .XX ± .015 .XXX ± .005 FRACTIONS ANGULAR

SCALE 1" = 20'	0" DATE	NEXT ASSEMBLY	NEXT SPACE
DRAWN BY HV	1/27/14		
CHECKED BY			
APPROVED BY			
APPROVED BY		STATE SITE CODE XXXX	
APPROVED BY			
SHOP ORDER		NATIONAL # XXXX	
PROJECT NO.			

SOUTH STATE LIGHTING SYSTEMS
Performance Outdoor Lighting Products
2000 Jackson St., Fairfield, Ohio, 45014-3600

POINT-BY-POINT FOOTCANDLE PLOT FOR
- SMALL CAR LOT -
INVER GROVE HEIGHTS, MN

DRAWING NUMBER 1PCP28810A REVISION XX

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
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: **Inver Grove Heights City Council**
FROM: **Tim Kuntz and David Gates, Inver Grove Heights City Attorney's Office**
DATE: **October 29, 2014**
RE: **November 10, 2014 hearing re partial vacation of E. 47th Street and Drainage Easement, for Groveland Park Title Registration**

The City of Inver Grove Heights has begun an initial "Torrens" proceeding, to obtain a court judgment affirming its title to the Groveland Park property. The purpose of the proceeding is to clear title to the property, and address the fact that the City purchased the park property by contract for deed but never received a deed from the sellers after it paid the contract in full.

In order for the City to proceed with its title registration action, the Dakota County Examiner of Titles is requiring the City to vacate the unused portion of E. 47th Street that runs through the park, as dedicated by the original plat of Scheffknecht Addition, as well as a drainage easement that appears on the plat but does not correspond to the actual drainage of the property.

Attached is a proposed resolution to vacate a portion of E. 47th Street and drainage easement in connection with the City of Inver Grove Heights' Torrens registration application for Groveland Park. The City attorney's office recommends that the council approve the proposed vacations.

The Planning Commission unanimously recommended the proposal at an October 21, 2014 hearing. Prior to the hearing, notice was mailed to owners of property within the plat of Scheffknecht Addition, published in the South-West Review, and posted within the City. However, the City did not receive any objections before or at the hearing.

For the Council's reference, also attached are two copies of a survey of the park, one of shows the portion of 47th Street proposed to be vacated, which is shaded in red. As the survey shows, the paved portion of 47th Street actually in use lies to the west of the area proposed to be vacated. Also enclosed is a copy of the original plat of Scheffknecht Addition, to show the platted drainage easement. If you will compare the plat with the survey, you will see that the actual ditch running through the park does not follow the platted drainage easement. The City and

public do not need an easement to give the City permission to use the property for drainage, because the City already owns the property.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-_____

RESOLUTION PROVIDING FOR THE VACATION OF PART OF 47TH STREET EAST, ORIGINALLY DEDICATED AS FRANKLIN STREET, AND CERTAIN DITCH EASEMENTS IN THE SCHEFFKNECHT ADDITION BY RESOLUTION, PURSUANT TO MINNESOTA STATUTES, SECTIONS 412.851 AND 462.358, SUBD. 7

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

> **That part of 47th Street East, originally dedicated as Franklin Street, in Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota, which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said Scheffknecht Addition to the southeast corner of Lot 1, Block 1, said Scheffknecht Addition and which lies easterly of the following described curve:**
>
> > **Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.**

Resolution No. 14-_____

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

> **All of the 10 foot wide ditch easement as shown on Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota;**

and

WHEREAS, the above-described street and easement were created by dedication in the plat of Scheffknecht Addition, Dakota County, Minnesota, recorded on September 15, 1958, as Document No. 261104 in the Office of the Register of Deeds in and for said County and State; and

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

WHEREAS, a public hearing was held on said resolution on October 21, 2014, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the lands described above are now being used only for park purposes, and not street, ditch, or drainage purposes, and

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

WHEREAS, four-fifths of all members of the City Council concur in this resolution,

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

1. That the City of Inver Grove Heights, pursuant to Minnesota Statutes Section 412.851, hereby vacates the street situate in the City of Inver Grove Heights, County of Dakota, State of Minnesota, to wit:

   That part of 47th Street East, originally dedicated as Franklin Street, in Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota, which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said Scheffknecht Addition to the southeast corner of Lot 1, Block 1, said Scheffknecht Addition and which lies easterly of the following described curve:

   > **Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance**

of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.

2. That the City of Inver Grove Heights, pursuant to Minnesota Statutes, Sections 412.851 and 462.358, Subd. 7, hereby vacates the easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

   All of the 10 foot wide ditch easement as shown on Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota.

3. That the street and easement vacation authorized by this Resolution shall only be effective following the contemporaneous recording of a certified copy of this Resolution, and the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2014.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
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• ROGER C. MILLER
1924-2009

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

MEMO

TO: **Inver Grove Heights Planning Commission**
FROM: **David Gates, Assistant Inver Grove Heights City Attorney**
DATE: **October 14, 2014**
RE: **October 21, 2014 hearing re Vacation of part of E. 47th Street and Drainage Easement, for Groveland Park Title Registration**

BACKGROUND

x

The City of Inver Grove Heights has begun an initial "Torrens" proceeding in district court, to register its title to the Groveland Park property. The City purchased the park property by contract for deed, but never received a deed from the sellers after it paid the contract in full. The purpose of the proceeding is to resolve the title defect caused by the sellers' failure to deliver a deed. Unfortunately, the City cannot obtain a deed from the sellers who have since passed away.

To proceed with the registration process, the Examiner of Titles will require the City to vacate the unused portion of E. 47th Street that runs through the park, as dedicated by the original plat of Scheffknecht Addition, as well as an unused drainage easement that also appears on the plat.

For the Commission's reference, attached are two copies of a survey of the park, one of which shows (in red shading) the portion of 47th Street proposed to be vacated. As these surveys show, a number of park structures lie on top of the platted street, including the park shelter, playground, hockey rink, paved trails, and the park's wooden footbridge. The paved portion of 47th Street actually in use, lies to the west, and would not be affected by the proposed vacation.

The surveys show that the current course of drainage running through the park does not follow the drainage easement shown on the enclosed plat of Scheffknecht Addition. The City and public do not need an easement to allow the City permission to use the property for drainage, because the City already owns the property.

Notice of the hearing on the proposed vacations has been mailed to owners of property within the plat of Scheffknecht Addition, published in the South-West Review, and posted within the City.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

RECOMMENDATION

The City attorney's office recommends that the Planning Commission approve the attached resolution to vacate an unused portion of E. 47th Street and drainage easement, to allow the City to proceed with its Torrens title registration application for Groveland Park. .

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-_____

RESOLUTION PROVIDING FOR THE VACATION OF PART OF 47TH STREET EAST, ORIGINALLY DEDICATED AS FRANKLIN STREET, AND CERTAIN DITCH EASEMENTS IN THE SCHEFFKNECHT ADDITION BY RESOLUTION, PURSUANT TO MINNESOTA STATUTES, SECTIONS 412.851 AND 462.358, SUBD. 7

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

> **That part of 47th Street East, originally dedicated as Franklin Street, in Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota, which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said Scheffknecht Addition to the southeast corner of Lot 1, Block 1, said Scheffknecht Addition and which lies easterly of the following described curve:**
>
> > **Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.**

Resolution No. 14-_____

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

All of the 10 foot wide ditch easement as shown on Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota;

and

WHEREAS, the above-described street and easement were created by dedication in the plat of Scheffknecht Addition, Dakota County, Minnesota, recorded on September 15, 1958, as Document No. 261104 in the Office of the Register of Deeds in and for said County and State; and

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

WHEREAS, a public hearing was held on said resolution on October 21, 2014, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the lands described above are now being used only for park purposes, and not street, ditch, or drainage purposes, and

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

WHEREAS, four-fifths of all members of the City Council concur in this resolution,

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

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

That part of 47th Street East, originally dedicated as Franklin Street, in Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota, which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said Scheffknecht Addition to the southeast corner of Lot 1, Block 1, said Scheffknecht Addition and which lies easterly of the following described curve:

Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance

of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.

2. That the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7, hereby vacates the easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

   All of the 10 foot wide ditch easement as shown on Scheffknecht Addition, according to the recorded plat thereof, Dakota County, Minnesota.

3. That the street and easement vacation authorized by this Resolution shall only be effective following the contemporaneous recording of a certified copy of this Resolution, and the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

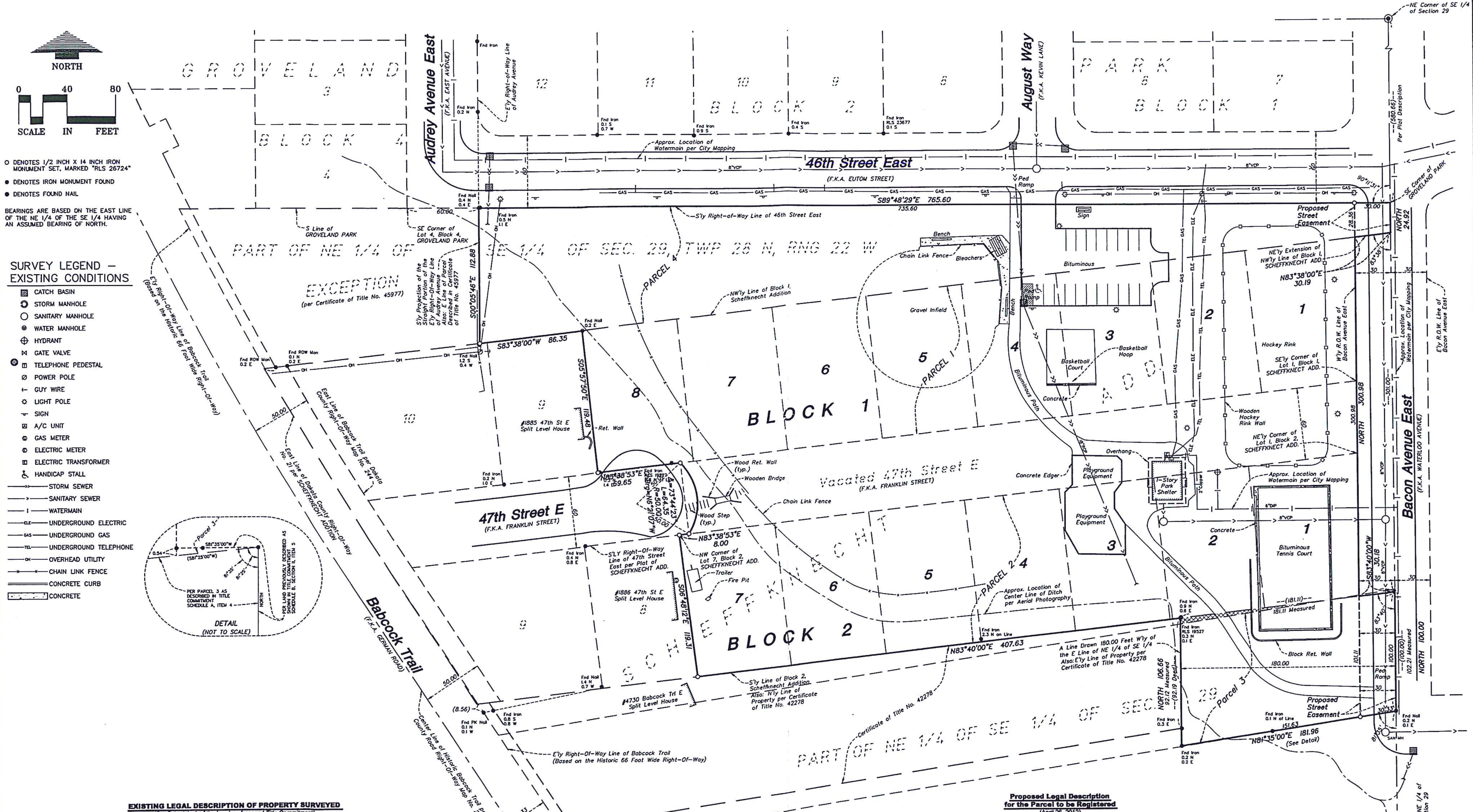
Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2014.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk



EXISTING LEGAL DESCRIPTION OF PROPERTY SURVEYED
(Per Schedule A of the herein referenced Title Commitment)

Parcel 1:

Lots 1-8 inclusive, Block 1, Scheffknecht Addition, together with that part of 47th Street East (Franklin Street) which would accrue thereto by virtue of the vacation thereof.

Parcel 2:

Lots 1-7 inclusive, Block 2, Scheffknecht Addition, together with that part of 47th Street East (Franklin Street) which would accrue thereto by virtue of the vacation thereof.

Parcel 3:

The Easterly one hundred eighty (180) feet of the following descrived parcel, to-wit: That part of the NE 1/4 of the SE 1/4 of Section 29, Township 28, Range 22, described as follows to-wit: Commencing at the SE corner of said quarter quarter section, thence North along the east line thereof 300 feet to an iron stake, said iron stake being the point of beginning, thence S. 81 degrees 25 minutes W. 715.8 feet to the Easterly right of way line of the Oakdale Ave. road as now established, thence Northwesterly along said right of way line 111.3 feet to an iron stake, thence N. 81 degrees 25 minutes E. 775 feet to the East line of said quarter quarter section, thence South along the East line 100 feet to the point of beginning.

Parcel 4:

Commencing at the Southeast corner of Lot 4, Block 4, of Groveland Park Addition to the Village of Inver Grove Heights, thence Easterly on the South right-of-way line of 46th Street East for 60 feet to the point of beginning; thence Southerly on the South projection of the East right-of-way line of Audrey Avenue for 115 feet more or less to the North line of Block 1, Scheffknecht Addition to the Village of Inver Grove Heights; thence Easterly along the North line of said Block 1 for 840 feet more or less to the East right-of-way line of Bacon Avenue; thence North on the West right-of-way line of Bacon Avenue for 24.5 feet to the Northeast corner of Bacon Avenue and 46th Street East; thence West on the South right-of-way line of 46th Street East for 735 feet more or less to the point of beginning and there terminating.

Except:

That part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 29, Township 28, Range 22, Dakota County, Minnesota, described as follows, to-wit: Commencing at the Southeast corner of Lot Four (4), Groveland Park, which is the point of beginning of the parcel to be described; thence running West along the South line of Groveland Park, and its Westerly extension thereof; to the East line of Oakdale Avenue, now known as Babcock Trail; thence Southeasterly along the East line of Babcock Trail 154.67 feet; thence North 83 degrees 38 minutes East a distance of 181 feet to a point on the Easterly line of Audrey Avenue in Groveland Park extended Southerly; thence North 115 feet to a point on the South line of Groveland Park; thence West 60 feet to the point of beginning, according to the Government Survey thereof.

Abstract Property

Plotted: 04/26/2012 1:26 PM W:\2011\11333\CADD DATA\SURVEY

Proposed Legal Description for the Parcel to be Registered
(April 26, 2012)

Lots 1 through 8 inclusive, Block 1 and Lots 1 through 7 inclusive, Block 2, SCHEFFKNECHT ADD., according to the recorded plat thereof, Dakota County, Minnesota, together with that part of vacated 47th Street East, originally dedicated as Franklin Street in said SCHEFFKNECHT ADD., which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said SCHEFFKNECHT ADD. to the southeast corner of Lot 1, Block 1, said SCHEFFKNECHT ADD. and which lies easterly of the following described line:

Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence northerly along the east line of said Northeast Quarter of the Southeast Quarter a distance of 300.00 feet to the point of beginning of the parcel to be described; thence westerly deflecting to the left 98 degrees 25 minutes 00 seconds, to the intersection with a line drawn 180.00 feet westerly of and parallel with the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said parallel line to the southerly line of Block 2, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northeasterly along the southeasterly line of said Block 2, and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast Quarter; thence southerly, along said east line to the point of beginning and there terminating.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 4, Block 4, GROVELAND PARK, according to the recorded plat thereof, said Dakota County; thence easterly along the southerly line of 46th Street East, originally dedicated as Eutom Lane in said GROVELAND PARK, a distance of 60.00 feet to the intersection with the southerly projection of the tangent portion of the easterly line of Audrey Avenue, originally dedicated as East Avenue in said GROVELAND PARK, said point also being the point of beginning of the parcel to be described; thence southerly, along said southerly projection, to the northwesterly line of Block 1, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northeasterly, along the northwesterly line of said Block 1 and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said east line, to the southerly line, and its easterly extension, of said 46th Street East; thence westerly, along the southerly line of said 46th Street East, to the point of beginning and there terminating.

Project Name:

GROVELAND PARK

Inver Grove Heights, Minnesota

Owner/Developer:

LeVander, Gillen and Miller, PA

633 South Concord Street, Suite 400
South St. Paul, MN 55075

Professional Services:

LOUCKS ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 Hemlock Lane - Suite 300
Maple Grove, MN 55369
Telephone: (763) 424-5505
www.LoucksAssociates.com

©2004

CADD Qualification:

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

S11333-MASTER.DWG/Proposed

Revisions:

3-22-12	Drawing Issued
4-26-12	Revised Proposed Legal Description

Professional Signature:

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.

Richard L. Licht - PLS

26724 January 19, 2012
License No. Date

Quality Control:

RLL JT
Project Lead: Drawn By:
Checked By: Review Date:

Vicinity Map:

Sheet Title:

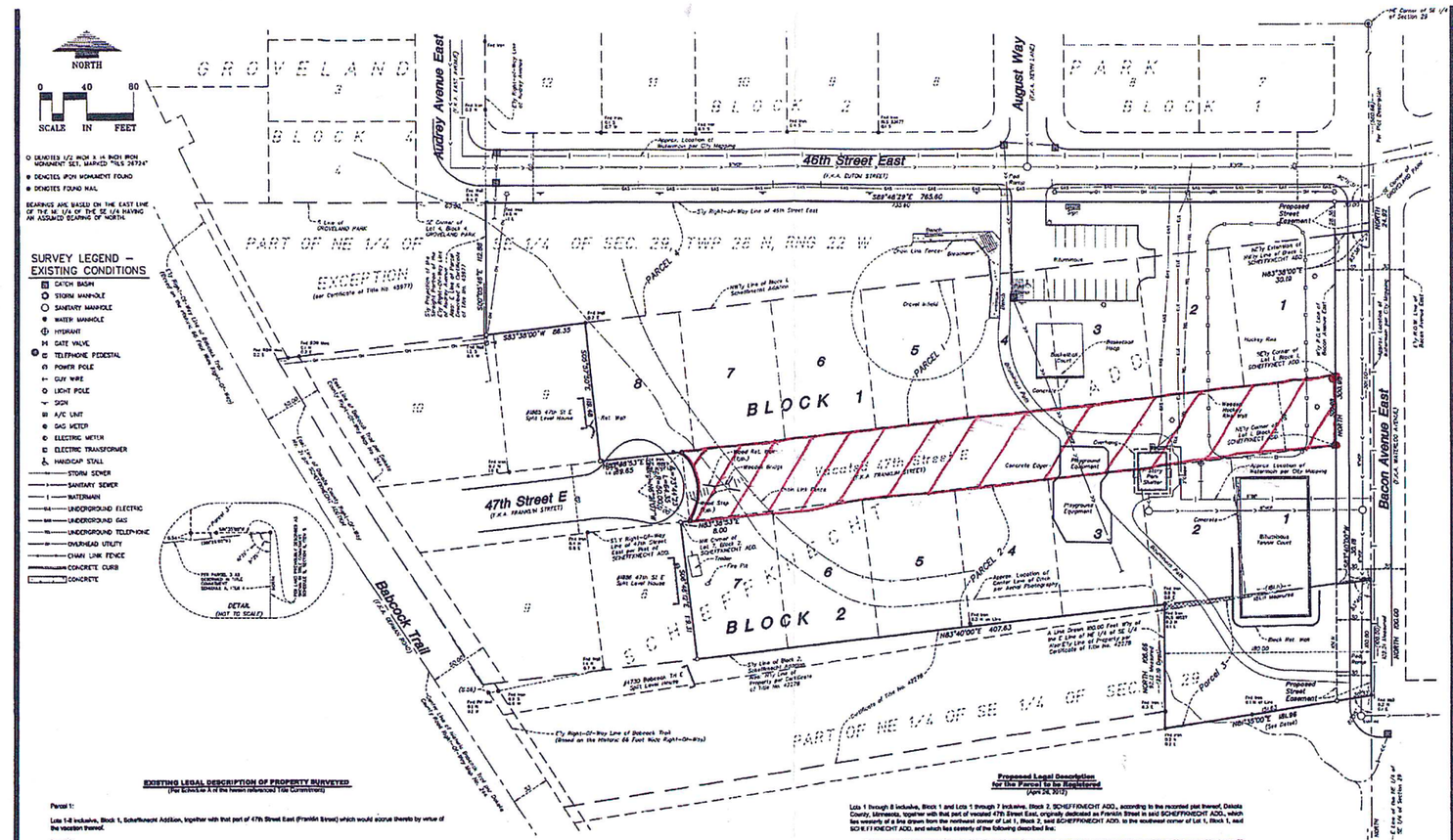
Parcel Registration Survey

Project No.:

11-333

Sheet No.:

Sheet 1 of 1



EXISTING LEGAL DESCRIPTION OF PROPERTY SURVEYED
(Per Schedule A of the herein referenced Title Commitment)

Parcel 1:

Lots 1-8 inclusive, Block 1, Scheffknecht Addition, together with that part of 47th Street East (Franklin Street) which would accrue thereto by virtue of the vacation thereof.

Parcel 2:

Lots 1-7 inclusive, Block 2, Scheffknecht Addition, together with that part of 47th Street East (Franklin Street) which would accrue thereto by virtue of the vacation thereof.

Parcel 3:

The Easterly one hundred eighty (180) feet of the following described parcel, to-wit: That part of the NE 1/4 of the SE 1/4 of Section 29, Township 28, Range 22, described as follows to-wit: Commencing at the SE corner of said quarter quarter section, thence North along the east line thereof 300 feet to an iron stake, said iron stake being the point of beginning, thence S. 81 degrees 25 minutes W. 715.8 feet to the Easterly right of way line of the Oakdale Ave. road as now established, thence Northwesterly along said right of way line 111.3 feet to an iron stake, thence N. 81 degrees 25 minutes E. 775 feet to the East line of said quarter quarter section, thence South along the East line 100 feet to the point of beginning.

Parcel 4:

Commencing at the Southeast corner of Lot 4, Block 4, of Groveland Park Addition to the Village of Inver Grove Heights, thence Easterly on the South right-of-way line of 46th Street East for 60 feet to the point of beginning; thence Southerly on the South projection of the East right-of-way line of Audrey Avenue for 113 feet more or less to the North line of Block 1, Scheffknecht Addition to the Village of Inver Grove Heights; thence Easterly along the North line of said Block 1 for 840 feet more or less to the East right-of-way line of Bacon Avenue; thence North on the West right of way line of Bacon Avenue for 24.5 feet to the Northeast corner of Bacon Avenue and 46th Street East; thence West on the South right-of-way line of 46th Street East for 735 feet more or less to the point of beginning and there terminating.

Except:

That part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 29, Township 28, Range 22, Dakota County, Minnesota, described as follows, to-wit: Commencing at the Southeast corner of Lot Four (4), Groveland Park, which is the point of beginning of the parcel to be described, thence running West along the South line of Groveland Park, and its Westerly extension thereof, to the East line of Oakdale Avenue, now known as Babcock Trail; thence Southeasterly along the East line of Babcock Trail 154.67 feet; thence North 83 degrees 38 minutes East a distance of 181 feet to a point on the Easterly line of Audrey Avenue in Groveland Park extended Southerly; thence North 115 feet to a point on the South line of Groveland Park; thence West 80 feet to the point of beginning, according to the Government Survey thereof.

Abstract Property

Proposed Legal Description for the Parcel to be Registered
(April 24, 2012)

Lots 1 through 8 inclusive, Block 1 and Lots 1 through 7 inclusive, Block 2, SCHEFFKNECHT ADD., according to the recorded plat thereof, Dakota County, Minnesota, together with that part of vacated 47th Street East, originally dedicated as Franklin Street in said SCHEFFKNECHT ADD., which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said SCHEFFKNECHT ADD. to the southeast corner of Lot 1, Block 1, said SCHEFFKNECHT ADD. and which lies easterly of the following described line:

Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 80.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence northerly along the east line of said Northeast Quarter of the Southeast Quarter a distance of 300.00 feet to the point of beginning of the parcel to be described; thence westerly deflecting to the left 89 degrees 28 minutes 00 seconds, to the intersection with a line drawn 180.00 feet westerly of and parallel with the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said parallel line to the southerly line of Block 2, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northeasterly along the southeasterly line of said Block 2, and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast Quarter; thence southerly, along said east line to the point of beginning and there terminating.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 4, Block 4, GROVELAND PARK, according to the recorded plat thereof, said Dakota County; thence easterly along the southerly line of 46th Street East, originally dedicated as Eulem Lane in said GROVELAND PARK, a distance of 60.00 feet to the intersection with the southerly projection of the tangent portion of the easterly line of Audrey Avenue, originally dedicated as East Avenue in said GROVELAND PARK, said point also being the point of beginning of the parcel to be described; thence southerly, along said southerly projection, to the northeasterly line of Block 1, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northwesterly, along the northeasterly line of said Block 1 and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said east line, to the southerly line, and its easterly extension, of said 46th Street East; thence westerly, along the southerly line of said 46th Street East, to the point of beginning and there terminating.

Project Name:

GROVELAND PARK

Inver Grove Heights, Minnesota

Owner/Developer:

LeVander, Gillen and Miller, PA

633 South Concord Street, Suite 400
South St. Paul, MN 55075

Professional Services:

LOUCKS ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7700 Hemlock Lane - Suite 200
Maple Grove, MN 55369
Telephone: (763) 424-5505
www.LoucksAssociates.com

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CADD Qualification:

CADD files prepared by the Consultant for this project are instruments of service in respect of the project. In no event, shall ownership of Electronic Media Data Files, shall not be used on other projects, for additions to this project, or for completion of this project by others, without prior consent of the Consultant. With the Consultant's express written permission, other parties may use or rely on the CADD drawing files for information purposes only. Any such use or reliance shall be at the full risk of the party making such use or reliance, without liability or legal exposure to the Consultant. Furthermore, the Consultant hereby disclaims any liability or responsibility to such party for any damages arising from such use or reliance.

511323-MASTER.DWG/Proposed

Revisions:

3.23.12	Drawing Issued
4.26.12	Revised Proposed Legal Description

Professional Signature:

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.

Richard L. Lichs - PLS

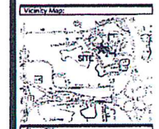
36734 — January 19, 2012
License No. — Date

Quality Control:

RLL — JT
Project Lead — Check By:

Field Book — Revised Date

Vicinity Map:



Sheet Title:

Parcel Registration Survey

Project No.:

11-333

Sheet No.:

Sheet 1 of 1

Plotted: 04/26/2012 - 1:29 PM WORKSTATION13:CADD DATA:GAUTSCHY

I hereby certify to having surveyed the property described on this Plat as SCHEFFKNECHT ADD to the Township of Invergrove Dakota County Minnesota, and have placed iron stakes at the corners as indicated, and that the same is correct. There is no wet ground or any travelled road or easement on or across same except as shown.

Edgar C. Swenson
Reg. Engr. and Surveyor Cert. No 547

State of Minnesota
County of Dakota. On this 9th day of July A.D. 1958 before me personally appeared the undersigned, Edgar C. Swenson to me known to be the person described in and who executed the foregoing instrument at his own free act and deed.

O. N. Swanson
Notary Public Dakota County Minnesota
My Commission Expires
O. N. SWANSON
Notary Public, Dakota County, Minn.
My Commission Expires Mar. 23, 1961.

Accepted and approved by the Board of County Commissioners of Dakota County, Minnesota at Hastings This 9th day of Sept A.D. 1958.

M G Yang
County Auditor Dakota County Minnesota

Accepted and approved by the Township Board of Invergrove Minnesota
This 5th day of AUGUST A.D. 1958

Bryan McFarty C.B.S.
Ed Kurth
Clerk

This is to certify That we, John Scheffknecht and Agnes C Scheffknecht his wife proprietors of the following described property to wit; All that part of the South 22 Acres of the NE¼ of the SE¼ of Section 29 T 28 N R 22 W Dakota County Minnesota lying east of the County Highway No 21 as now established; and described as follows; Commencing at the S E corner of the above quarter quarter Section. Thence north on East line of said NE¼ of the SE¼, 400 ft. to the point of beginning. Thence north on said east line, 301.66. Thence (S 81° 25' W. 953 ft.) corrected to read S 83° 38' W. 952.1 ft.) to an iron stake on the east line of said Highway No. 21. Thence S 31° 20' E along said east line of Highway 166 ft. Thence S 33° 01' E. along said east line of Highway 166 ft. Thence N 83° 40' E. 174.2 ft. to the point of beginning.
Have caused the same to be surveyed and Platted and hereafter shall be known as SCHEFFKNECHT ADD. as shown by this Plat and hereby dedicate to the public, for public use, Streets Roads and Avenues as shown hereon.

Witness our hands and seals this 9th day of July A D 1958

In presence of
O. N. Swanson
Emma E. Swanson

John Scheffknecht
Agnes C Scheffknecht

State of Minnesota
County of Dakota
On this 9th day of July A.D 1958 before me personally appeard the undersigned John Scheffknecht and Agnes C Scheffknecht his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

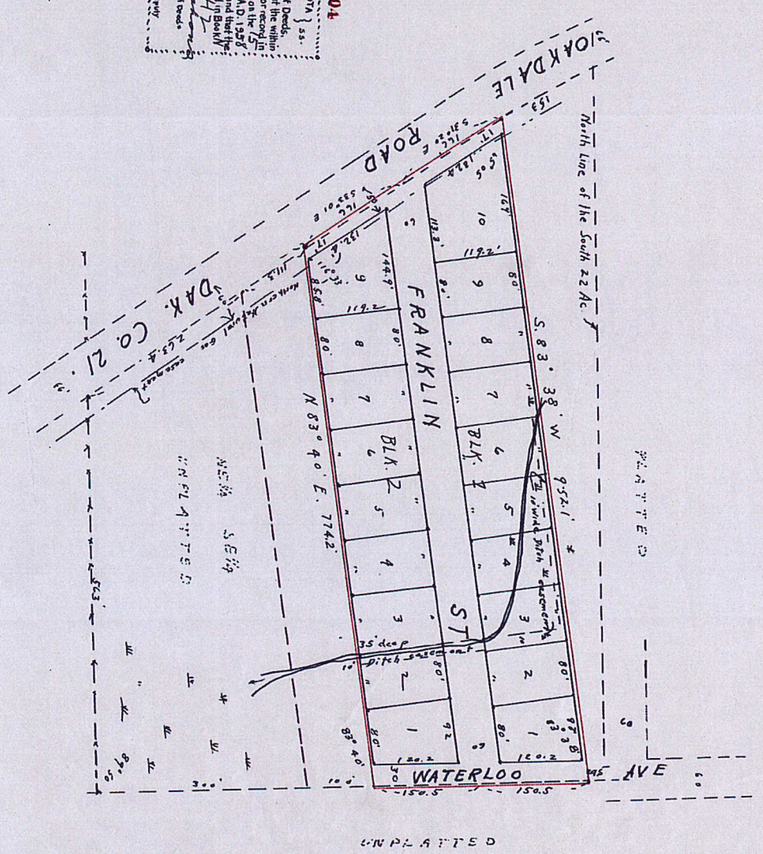
O. N. Swanson
Notary Public Dakota County Minnesota
My Commission expires
O. N. SWANSON
Notary Public, Dakota County, Minn.
My Commission Expires Mar. 23, 1961.

TAXES FOR THE YEAR 1957 ON LANDS DESCRIBED WITHIN PLAT HAVE BEEN PAID
This 1st day of August 1958
Dorothy G. Yang
County Auditor

Transfer Entered and Transfer Filed
This 1st day of August 1958
Dorothy G. Yang
County Auditor

STATE OF MINNESOTA
County of Dakota } ss.
Office of Register of Deeds
This is to certify that the within instrument was filed for record in this office at 10:00 o'clock A.M. on the 1st day of Sept A.D. 1958 and was duly recorded in Book 97 of Deeds page 104
Register of Deeds
By
Deputy

261104



SCHEFFKNECHT ADD

Pt of the So. 22 Ac. in NE¼ SE¼
Sec. 29. T. 28 N. R. 22 W. DAK. CO.
Scale 1" = 100 ft.
May 1958

• Indicates irons
w Indicates low wet land

Edgar C. Swenson
Reg. Engr. & Surveyor

N
W E

N-42

N-42

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JIM DEANOVIC – Case No. 14-22PUD

Meeting Date: November 10, 2014
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider 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 a future 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 – 118 single family.

- Requires 3/5th's vote.
- 60-day deadline: November 14, 2014 (extended by the applicant)

SUMMARY

The application was discussed at the October 13 City Council and tabled for some additional information to be gathered on the questions that came up at the meeting.

This memo will summarize the main additional information gathered for this meeting.

November 10, 2014
Council Memo – Jim Deanovic

ANALYSIS

Argenta Trail Alignment: The City Council approved IPO 23A with Kimley-Horn and Associates, Inc. on October 27, 2014. That expanded the study area on Argenta Trail from a point 600 south of 70th Street, north to the proposed 65th Street alignment (located at the north boundary of the Blackstone Ridge Development). The study process includes meetings with numerous individual property owners in the study area and a number of public information meetings. The final report is scheduled to be completed by February 27, 2015. The report is scheduled to be presented to the City Council at its March 2, 2015 study meeting.

Sanitary Sewer Alignment Alternatives for Blackstone Ponds: The attached memos (3) from Tom Kaldunski, City Engineer provides background on the alternative routes for sewer extension through the Ponds development. Tom's memo will also provide an estimate of City costs to construct utilities under a city project assuming the developer constructs utilities under the property he controls. The Council will have to identify which corridor they chose so it can be reflected in the Comp Plan Resolution and map.

If an alternative other than 69th Street is chosen, the Comp Plan Amendment for the Leitch Estates neighborhood would not be needed.

Alternative Access for Blackstone Ponds: Council asked staff to look at alternate options for a secondary access through the Ponds to avoid reconstructing 69th Street as a through street between the Ponds and Ridge. The applicant provided a concept plan for an emergency access as the second access to the site at the October 13 meeting. Since the access would connect to CSAH 26, county staff was asked to comment. They responded that they had no concerns regarding the location or use as a secondary access. The Fire Marshal also reviewed the plans and noted that the secondary access location would work for emergency vehicle access provided the road was at least 20 feet wide and there was either a gate or an approved bollard system in place. Planning staff has no issues with the access location. As a result, Staff is comfortable with the option of adding a secondary emergency access and not recommending construction of the 69th Street extension with this project. The City should consider reserving the option of a future street if the right-of-way can be secured in the future.

Northwest Area Connection Fee Shortage: As indicate earlier, the reduction in density being requested results in a shortfall of approximately $601,559 in connection fees. The City Attorney has prepared a resolution which lays out a methodology by which the Council could provide credit against the shortfall amounts. The credits include; 1) credit for the land to be conveyed to the City for the lift station, 2) credit given to required open space land above 25% of net developable land, 3) credit for the dedication and cost of construction of the Mendota Lebanon Trail. The credits in the resolution equal $683,480.

There are some long term overall area impacts to reduced revenue based on approving a lesser amount of units than projected in the financial assumptions. At the June 2, 2014 work session, Ehler's reported that the impact of reducing the density projection in the NWA by 600 units would result in connection fees increases of 9% in 2015. This reduction would also increase the peak negative cash flow anticipated in 2022 to approximately $7,000,000. Council will be considering the first reading of the development fees on November 10th and the rates proposed include a 9% increase.

November 10, 2014
Council Memo – Jim Deanovic

Collector Streets: As the Council is aware, a policy has not yet been established to define the responsibilities of developers and the City in regard to acquiring the necessary right-of-way for, and construction of, the City's collector street system in the NWA. The current estimated cost of land and construction for the entire NWA City collector street system and the City's share of the cost to expand/construct the County highway system in the NWA is $31,000,000 to $34,500,000 (or $17,875 to $19,865 per developable acre). A draft policy is scheduled to be reviewed at the January 5, 2015 City Council study meeting.

Greenway/Future Parks:

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 is planning to acquire 5-10 acres of land south of 70th, west of Hwy 3, and east of Argenta Trail that will serve the Argenta Hills subdivision along with the proposed Blackstone Vista subdivision and any future subdivisions. The City further plans to acquire 20-25 acres of land north of 70th and west of Hwy 3 that will serve the Blackstone Ponds, and Blackstone Ridge subdivisions and any future subdivisions in the area.

The City's NW Area Park Plan does suggest some additional trail connections within the proposed Blackstone subdivisions, and the developer is working with the City to provide those connections. These 8' trail connections should be constructed by the developer with 6" of class V and 3" of bituminous as directed by the City Engineer. Trails should be constructed to meet ADA standards.

Mendota/Lebanon 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. The regional trail within the greenway corridor will be a continuous multipurpose bituminous trail designed in accordance with applicable American Association of State Highway Transportation Officials guidelines, Minnesota DOT bicycle design guidelines and Dakota County trail standards. The trail will be 10 to 12 feet wide with a 3-foot grass clear zone on each side. Anticipated uses include walking, jogging, inline skating and bicycling. The trail will be maintained as a dry surface for winter use and, where appropriate, lit for evening use.

It is important to point out that within the Blackstone Vista and Blackstone Ponds subdivision the trail(s) that are shown on the plat map will become a part of the County's Regional Greenway. The Greenway will be owned, operated, and maintained by Dakota County.

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.

November 10, 2014
Council Memo – Jim Deanovic

Sidewalks
The plans do provide for sidewalks on one side of the public streets through Blackstone Vista, Blackstone Ponds, and Blackstone Ridge. Sidewalks should be constructed to meet ADA standards.

List of City Obligations and Commitments Following Preliminary Approval: There are a number of decisions the Council will have to make following any approval of the Blackstone Development. These include:

- Utility Final Design
- Utility Easement Acquisition/Condemnation
- Ordering Utility Improvements
- Awarding Utility Construction Contract
- Utility Bonding Funding
- Funding the Connection Fee Shortage
- Comprehensive Plan Amendment for the Argenta Trail Alignment
- Road Easement Acquisition/Condemnation
- Road Easement Acquisition Funding
- Collector Street Policy

List of Items for Which The City Has To Indentify Funding Sources Following Preliminary Approval: As part of this approval, the Council will have to address funding sources for the following:

- Utility Construction
- Utility Easement Acquisition
- Road Construction
- Road Construction Easement Acquisition
- Argenta Trail ROW Acquisition and Construction
- Utility Fee Shortage

RECOMMENDATION
Planning Staff: Staff has prepared a series of resolutions ranging from approval of all requests for the entire project, to approval of only Blackstone Vista and Blackstone Ponds, to Denial of all phases. There have been changes to the resolution approving the preliminary plat and PUD plans. The changes are shown with underline.

Provided Council subsequently addresses funding sources and the obligations and commitments needed after any approval, staff would recommend approval of all three phases of the development with the conditions listed in the attached resolutions.

Attachments:

- Trunk Sewer Options Memo from City Engineer 11/4/14
- NW Area Comprehensive Sanitary Sewer Plan memo from City Engineer 11/4/14
- Conditions of Approval – Blackstone Memo from City Engineer 11/6/14
- Resolution Approving Land Use Change

November 10, 2014
Council Memo – Jim Deanovic

- Resolution Approving Land Use and Text Change
- Resolution Approving Comp Plan Text Change relating to MUSA Expansion Exceptions
- Resolution Approving Comp Plan Sewer Map Change Showing The Realigned Sewer Through the Argenta Sewer District
- Resolution Denying The Request
- Ordinance Amendment Rezoning Parcel
- Resolution Authorizing the Application of Credits with Respect to Obligation to Pay Shortfall in Connection and Hook-up Fees
- Resolution Approving Preliminary Plat and Preliminary PUD Development Plan
- Resolution Approving Preliminary Plat and Preliminary PUD Development Plan for Blackstone Vista and Blackstone Ponds
- Resolution Denying Blackstone Ridge
- Planning Commission Minutes from October 7, 2014
- Blackstone Ponds Alternative Access Plan
- E-mail from Resident

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and Council

FROM: Thomas J. Kaldunski, P.E., City Engineer TJK

DATE: November 4, 2014

SUBJECT: Trunk Sewer Options – 69th Street Vicinity

At the October 13, 2014 City Council hearing on the Blackstone PUD, sanitary sewer trunk options for City Project No. 2014-13 were discussed. These sewer options would extend sanitary sewer service from the proposed 70th Street lift station to Blackstone Ridge. The feasibility study outlined alignment options for a 69th Street alignment and a 71st Street alignment.

At the hearing, the developer proposed a 70th Street alignment approximately 100 feet south of centerline in a future building setback area. Residents on the 69th Street voiced concerns with the 69th Street alignment. The City Council indicated their interest in the resident concerns on the 69th Street alignment. The 69th Street proposal has been modified to include some 30 feet deep sewer directional drilling to avoid impacts to buildings and septic systems.

In order to assist the Council in their sewer alignment deliberation, our consultant (Bolton and Menk) was asked to provide a table outlining the costs of the three sewer alignments being discussed. They also prepared three drawings to illustrate the alignments, easement needs and potential impacts of the three alignments. These documents are attached to this memo.

The estimated costs are as follows:

Options	Description	Construction	Right-of-Way	Total
Option 1	69th Street Utility-Modified • Utilities by directional boring from Blackstone Ponds to Arkansas Avenue • No street construction from Blackstone Ponds to Arkansas Avenue	$1,590,700	$120,000	$1,710,700
Option 2	70th Street Utility Alignment – Directional Boring	$2,165,030	$442,500	$2,607,530
Option 3	71st Street Utility Alignment - Original	$1,680,330	$213,000	$1,893,330

Note: It should be noted that Option 2 (the new 70th Street alignment would place a portion of the house at 1700 70th Street within the 50 foot easement. The cost estimate for Option 2 does not include any severance damages related to this house being 18 feet into the proposed 50 foot easement. The new trunk sewer centerline would be seven (7) feet north of the house. They sewer would be about 40 feet deep as it passes by the house. It would be installed by direction boring.

The easement needs would impact the following:

Option 1 – 1735 70th Street (Edward & Jill Joseph)
6921 Arkansas Avenue (Martha Zachary)
6912 Argenta Trail (Daniel Krenz)

Option 2 PID No. 20-00700-26-012 (on 70th, just east of 1700 70th Street)
(Donald and Bernice Messerich)
1700 70th Street (Bruce Huysentruit)

Option 3 7101 Argenta Trail (Glenlin Properties)
1466 70th Street (Lawrence & Linda Flannery)

The City Council should consider the public testimony, project costs and easement acquisitions in their deliberations to select the utility alignments between the new lift station and Blackstone Ridge. It appears that the most cost effective alignment remains on the 69th Street alignment. All three alignments as outlined are feasible from a constructability standpoint.

The selected alignment will be utilized in the Council action on the Comprehensive Sanitary Sewer Plan (CSSP) amendment being acted on as a separate item of this agenda packet.

TJK/kf

Attachments: Options 1, 2 and 3 Street Alignment Maps
Engineer's Estimate

Northwest Area Trunk Utilities - Argenta District

City of Inver Grow Heights

Option 1 (69th Street Alignment)

November 2014

BOLTON & MENK Engineers & Surveyors

Map Document: C:\Users\nickmet\Desktop\Projects\INGH\T18108658\ESRI\Maps\Options\Ingh-Deanovic Development Trunk Utility Study Option 1 - 11x17.mxd
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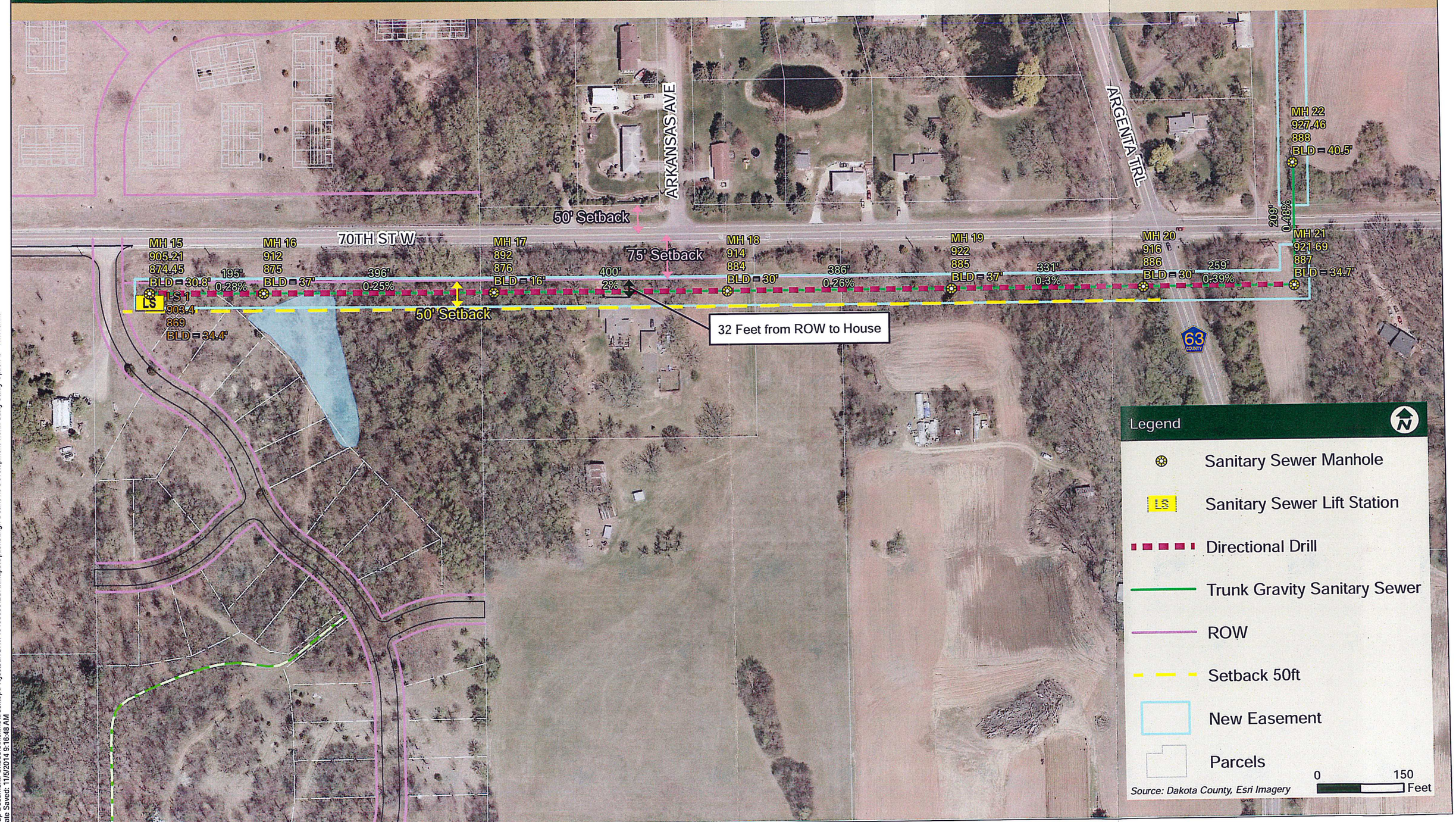
Northwest Area Trunk Utilities - Argenta District

City of Inver Grow Heights

Option 2 (70th Street Alignment)

November 2014



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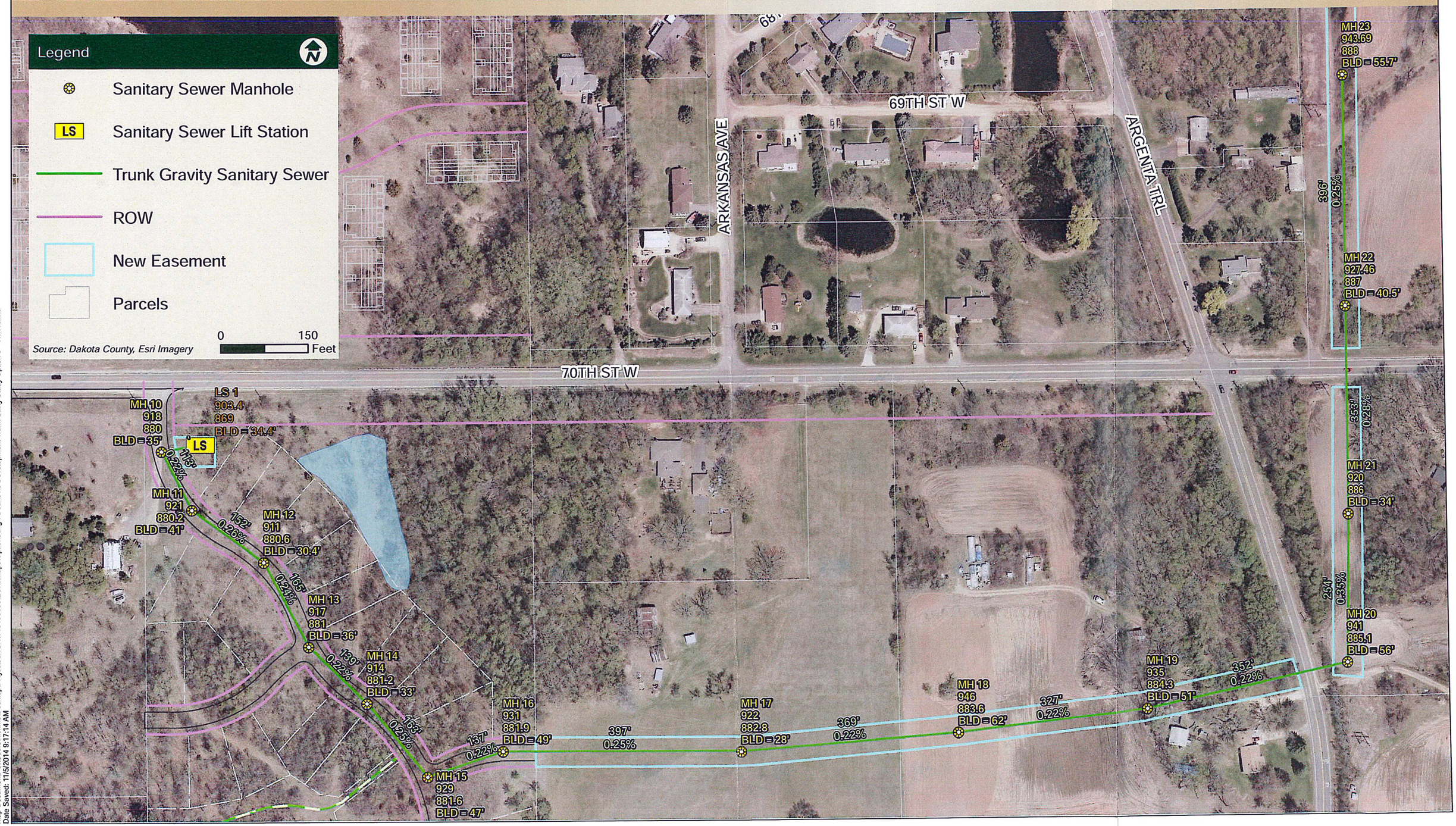
Northwest Area Trunk Utilities - Argenta District

City of Inver Grow Heights

Option 3 (71st Street Alignment)

November 2014



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CITY OF INVER GROVE HEIGHTS
NORTHWEST AREA - ARGENTA DISTRICT

TRUNK SANITARY SEWER ENGINEER'S ESTIMATE

BMI PROJECT NO. T18.108658
DATE: 11/5/14

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	OPTION 1 69TH ST ALIGNMENT		OPTION 2 70TH ST ALIGNMENT		OPTION 3 71ST ST ALIGNMENT	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION	LS	$50,000.00	1	$50,000.00	1.00	$50,000.00	1.00	$50,000.00
2	TRAFFIC CONTROL	LS	$5,000.00	1	$5,000.00	1.00	$5,000.00	1.00	$5,000.00
3	DEWATERING	LS	$30,000.00	1	$30,000.00	1.00	$30,000.00	1.00	$30,000.00
4	CLEAR AND GRUBB	ACRE	$6,000.00	1	$6,000.00	2.50	$15,000.00	1.70	$10,200.00
5	REMOVE BITUMINOUS	SY	$3.50	200	$700.00		$0.00		$0.00
6	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	$3.50	100	$350.00		$0.00		$0.00
7	SELECT GRANULAR BORROW	CY	$8.00	1000	$8,000.00		$0.00		$0.00
8	STRIP & SALVAGE TOPSOIL	CY	$3.00	6000	$18,000.00	400	$1,200.00	6100	$18,300.00
9	REPLACE TOPSOIL	CY	$3.00	6000	$18,000.00	400	$1,200.00	6100	$18,300.00
10	AGGREGATE BASE CLASS 5	TON	$16.00	1800	$28,800.00	200	$3,200.00	300	$4,800.00
11	BITUMINOUS MATERIAL FOR TACK COAT	GAL	$3.00	20	$60.00		$0.00		$0.00
12	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$95.00	20	$1,900.00		$0.00		$0.00
13	TYPE SP 12.5 NON WEARING COURSE MIX (3,C)	TON	$90.00	20	$1,800.00		$0.00		$0.00
14	GRANULAR TRENCH BACKFILL (SANITARY)	CY	$6.00	3600	$21,600.00	260	$1,560.00	4100	$24,600.00
15	AGGREGATE PIPE BEDDING (SANITARY)	CY	$35.00	450	$15,750.00	50	$1,750.00	830	$29,050.00
16	SANITARY MH CASTING R-1642	EACH	$450.00	16	$7,200.00	8	$3,600.00	14	$6,300.00
17	CONSTRUCT 48" MANHOLE	LF	$250.00	500	$125,000.00	260	$65,000.00	600	$150,000.00
18	12" DIP CL. 52 SANITARY SEWER PIPE (24-30)	LF	$80.00	1100	$88,000.00		$0.00	100	$8,000.00
19	12" DIP CL. 52 SANITARY SEWER PIPE (30-35)	LF	$90.00	250	$22,500.00		$0.00	380	$34,200.00
20	12" DIP CL. 52 SANITARY SEWER PIPE (35-40)	LF	$120.00	80	$9,600.00	60	$7,200.00	690	$82,800.00
21	12" DIP CL. 52 SANITARY SEWER PIPE (40-45)	LF	$150.00	280	$42,000.00		$0.00	260	$39,000.00
22	12" DIP CL. 52 SANITARY SEWER PIPE (45-50)	LF	$210.00	600	$126,000.00		$0.00	640	$134,400.00
23	12" DIP CL. 52 SANITARY SEWER PIPE (51-55)	LF	$250.00	0	$0.00		$0.00	950	$237,500.00
24	12" DIP DIRECTIONAL DRILL (INCLUDES CASING)	LF	$500.00	650	$325,000.00	2120	$1,060,000.00	300	$150,000.00
25	TRENCHLESS PIT	EACH	$15,000.00	6	$90,000.00	9	$135,000.00	4	$60,000.00
26	6" CONCRETE DRIVEWAY PAVEMENT	SY	$55.00	225	$12,375.00		$0.00		$0.00
27	SILT FENCE, TYPE MACHINE SLICED	LF	$1.80	6000	$10,800.00	4400	$7,920.00	6600	$11,880.00
28	SEED, FERTILIZE, & MULCH	ACRE	$2,000.00	3.5	$7,000.00	5.0	$10,000.00	7.6	$15,200.00
29	SODDING & WATERING (TYPE LAWN)	SY	$5.00	3000	$15,000.00	300	$1,500.00		$0.00
30	EROSION CONTROL BLANKET CATEGORY 3	SY	$3.00	1000	$3,000.00	600	$1,800.00	2000	$6,000.00
31	ACQUIRE EASEMENTS	ACRE	$75,000.00	1.40	$105,000.00	2.50	$187,500.00	2.81	$210,750.00
32	ACQUIRE RIGHT OF WAY	ACRE	$75,000.00	0.20	$15,000.00	3.40	$255,000.00	0.03	$2,250.00
ENGINEERS ESTIMATED CONSTRUCTION TOTALS				**$1,209,435.00**		**$1,843,430.00**		**$1,338,530.00**	
15% CONTINGENCY				**$181,400.00**		**$276,500.00**		**$200,800.00**	
SUB TOTAL				**$1,390,835.00**		**$2,119,930.00**		**$1,539,330.00**	
23% OVERHEAD COSTS				**$319,900.00**		**$487,600.00**		**$354,000.00**	
ENGINEER'S ESTIMATED BASE SANITARY TRUNK PROJECT COST				**$1,710,700.00**		**$2,607,530.00**		**$1,893,330.00**	

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and Council

FROM: Thomas J. Kaldunski, P.E., City Engineer TJK

DATE: November 4, 2014

SUBJECT: Northwest Area Comprehensive Sanitary Sewer Plan (CSSP) Amendment

At the November 10, 2014 City Council meeting, the Blackstone Development PUD will be considered. One Council action needed for this Development is an amendment to the City's 2005 CSSP prepared by Bonestroo, Rosene, Anderlik & Associates. A copy of this 2005 CSSP is attached for reference.

The City Council will consider amending the 2005 CSSP by adopting the November 2014 Comprehensive Plan Amendment – Sanitary Sewer Alignments (Figure 7.2). Action to formally adopt this revised 2014 CSSP, based upon the map prepared by our engineering consultant, Bolton-Menk, is recommended.

Adopting this 2014 CSSP will reflect the construction projects previously approved by the City Council as follows:

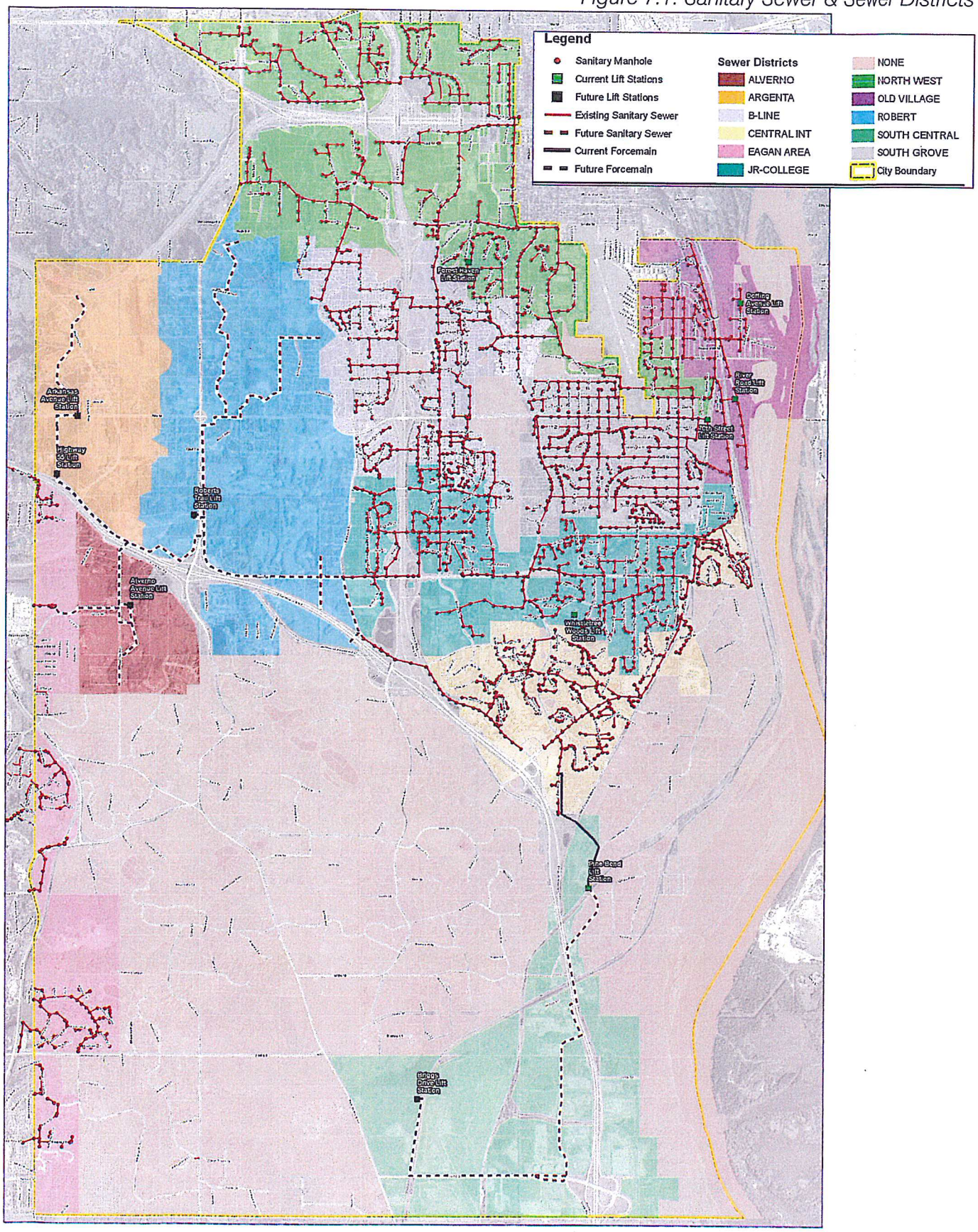
City Project No. 2003-15 – NWA Trunk and Utility Improvements
City Project No. 2003-15A – NWA Lift Station Improvement, adjacent to T.H. 3
Argenta Hills/Amana Trail Trunk Utilities
Argenta Hills 8th Addition
Inver Glen Senior Housing project

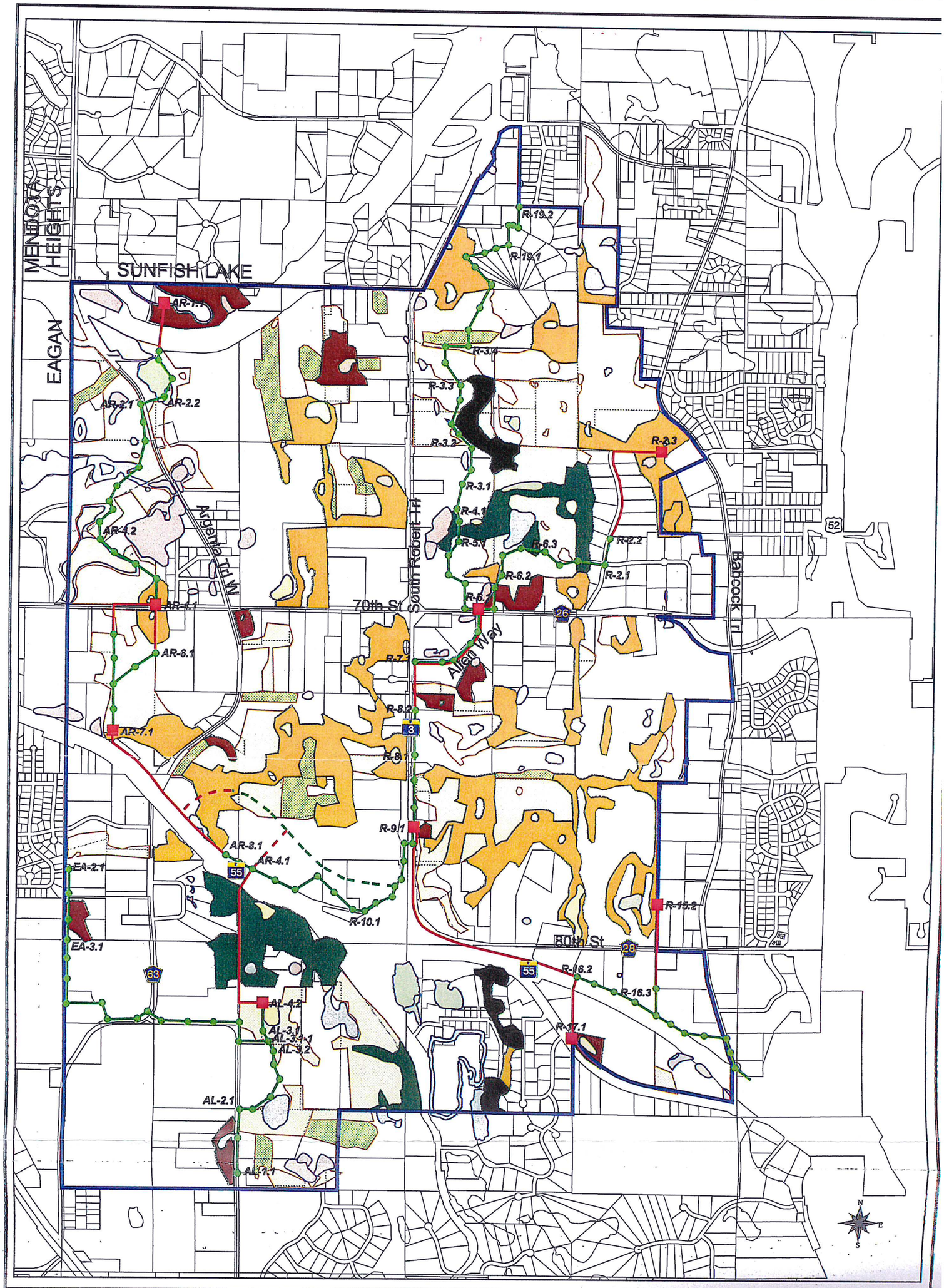
The City Council should formally adopt the 2014 CSSP amendment. The City Council will also consider alternative sanitary sewer alignments in the vicinity of 69th Street as a separate Council action at this meeting.

TJK/kf
Attachments: Sanitary Sewer & Sewer Districts Map
NWA Sanitary Sewer Alignments with Natural Resource Inventory
Comprehensive Plan Amendment Sanitary Sewer Alignments

cc: Joe Lynch, City Administrator
Scott D. Thureen, Public Works Director
Allan Hunting, City Planner

Figure 7.1: Sanitary Sewer & Sewer Districts





Bonestroo Rosene Anderlik & Associates
Engineers & Architects

Feet
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April 2005
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City of Inver Grove Heights

Northwest Expansion Area

Sanitary Sewer Alignments with Natural Resource Inventory

Figure 5

- Node
- Lift Station
- Proposed Forcemain
- Proposed Gravity Sewer
- Proposed Alternate Forcemain
- Proposed Alternate Gravity Sewer
- AUAR Boundary

Wetlands *Uplands*

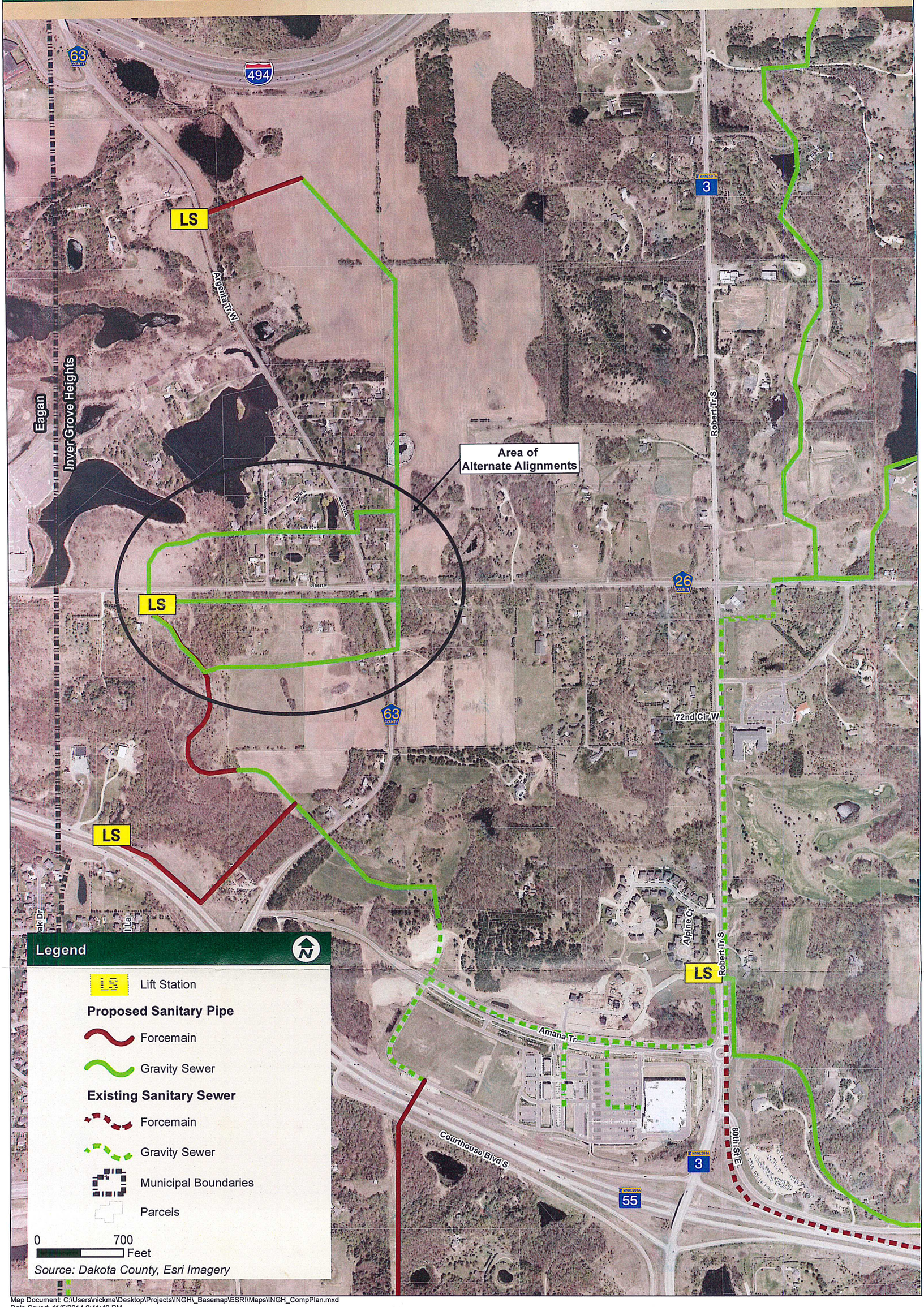
- Manage 1
- Manage 2
- Manage 3
- Manage 4
- Old Field
- Conifer Plantation

Northwest Expansion Area

City of Inver Grove Heights

Comprehensive Plan Amendment

FIGURE 7.1a - Sanitary Sewer Alignments
(November 2014)



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MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

DATE: November 6, 2014

SUBJECT: Condition of Approval – Blackstone PUD

The City Engineering Division and the City's engineering consultants have provided various review and comment letters in the course of its official review of the Blackstone PUD. The Blackstone PUD will be required to meet the conditions outlined in those documents. It is noted that some of the original comments may not pertain to the final approval and construction documents because of design modifications made by the developer as he moves from preliminary design to final design. These topics shall be subject to the City Engineer's review and concurrence in the final approval of the construction plans and final plats.

A) While the City of Inver Grove Heights recognizes that the developer has submitted plats for a total of 300 units/lots: Blackstone Vista – 78 lots; Blackstone Ponds – 104 units/lots; Blackstone Ridge – 118 lots, the total numbers could be modified as the project progresses from preliminary plat to final plat due to the following issues:

1. The Blackstone Vista will be reduced by at least 1 lot to provide the City lift station site adjacent to 70th Street (CR 28). In addition, Blackstone Vista may lose additional lots as its Stormwater Management Plan is modified to provide sufficient volume reduction to meet the NWA standards as outlined in the City Engineer's October 31, 2014 letter. The final number of lots in Blackstone Vista will depend on the BMPs added to the plat.

2. The Blackstone Ridge plat will need to be reduced by a number of lots in order to meet the NWA standards and conditions outlined in the City's Engineer's September 12, 2014 letter. This plat will be allowed to utilize lots shown in the Blackstone Ridge regional basins in areas where the storage volume depth is less than 18 inches deep, provided that retaining walls are used to minimize volume impacts in the regional basins. Three to four lots in the regional basin affect storage volume depths up to four feet. These lots may be lost because of the impact to the regional basin, unless the developer can provide a volume mitigation plan that is acceptable to the City Engineer. The current proposal by the developer to fill 1.07 acres of regional basins, as shown below, is follows is subject to modification:

Blackstone Vista	0.28 acre
Blackstone Ponds	0.03 acre
Blackstone Ridge	0.75 acre

This request by the developer will be reviewed during the final plan preparation to ensure basin mitigation and volume reductions per the NWA standards outlined in the City Engineer's October 31, 2014 letter are met.

3. The Blackstone Ponds plat may have to reduce its number of units as its Stormwater Management Plan is modified to provide sufficient volume reductions to meet the NWA

standards as outlined in the City Engineer's October 31, 2014 letter. The final number of units in Blackstone Ponds will depend on the type of BMPs provided for volume reduction and the BMP's locations shown in the final construction plans. Blackstone Ponds has areas for BMPs available in the common spaces shown on the preliminary plans.

B) Blackstone Ridge and Blackstone Ponds shall modify the minimum flow elevations to provide adequate elevation above the high-water levels measured by the DNR in June 2014 as outlined in the City Engineer's email dated October 17, 2014. The developer has concurred with this requirement.

C) Dakota County has done a preliminary review of the 70th Street utility alignment on an easement 75 to 125 feet south of the existing centerline of 70th Street. They have offered the following comments on October 20, 2014.

1. Any planning at this point should assume the existing centerline of 70th Street will stay on the existing alignment.

2. The County is not interested in acquiring additional right-of-way on the south side of 70th Street until platting of those lands occur.

3. The City should ensure the 50 foot easement south of 70th Street is adequate for maintaining the utilities.

4. The Council expressed interest in a potential trail on the 50 foot utility easement. The City recognizes that no severance damage costs have been included in the current estimates for the 70th Street option. The existing home at 1700 70th street will be on the 50 foot utility easement for the deep sanitary sewer.

D) Emmons and Oliver, the City's Stormwater Consultant has updated their review letter to clarify their recommended conditions (see attached).

E) The comments from the City Engineer and the City's consultants are summarized in the following written documents:

1. City Engineer's review memo dated November 6, 2014
2. EOR's updated storm water review letter dated November 6, 2014
3. City Engineer review letter dated November 31, 2014
4. City Engineer review e-mail dated October 17, 2014
5. All engineering review documents referenced in the October 13, 2014 City Council packet

City of Inver Grove Heights

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

October 31, 2014

Dan Schmidt
Sathre-Bergquist
150 South Broadway Avenue
Wayzata, MN 55391

RE: Blackstone Residential Development (Vista, Ponds, Ridge) – Response to Questions on How 5-yr Volume Control is Satisfied

Dear Dan:

The purpose of this letter is to provide a response to the request for clarification of the Blackstone proposed developments. The question related to the 5-yr volume control in the NW Area standards and if the Regional Basin includes that volume control.

The City has clearly stated that local 5-yr volume control, where pre-development volume equals post-development runoff, will be accomplished through best management practices (BMPs) outside the Regional Basins for the disturbed and developed portion of the land. The Regional Basin will be preserved and receive the natural amount of runoff as pre-developed conditions and will have the same natural hydrology as previously experienced and will not be overwhelmed or fail. This is how the city has applied the NW area standards to all other developments that have been approved by the city.

There does not seem to be a reason to make an exception to the standards just for this development. For consistency, it would seem prudent to treat this development like the others in the NW Area.

Specific References in the Manual:
There are numerous places in the manual where it describes the need to implement low impact design BMPs to address the excess runoff generated by building and development of a site. For clarification supporting the city's use of the standard as described above, note the following Manual references:

1. Chapter 7, pg. 13 mentions: "In order to preserve the hydrologic balance of this system under post-development conditions, these regional basins shall be preserved and operated in the same manner they are functioning today. In order to maintain their current function in the landscape, the regional basins should be subject to the same drainage characteristics and should be protected from any grading or construction activities which may alter the storage volume below the HWL or the infiltration capacity of the soils."

2. Chapter 9, pg. 31: "The post-development results must also be clearly compared to the predevelopment results, showing that the 2-, 10-, and 100-year peak flow rates and 5-year runoff volumes into the landlocked basins do not increase."

3. Chapter 9, pg. 37: "The existing conditions modeled five-year runoff volume into Basin 6 is 1.54 acre-feet with a rate of 1.8 cfs. 1.7 cfs and 1.52 acre-feet of this runoff comes from off-site

directly into the basin. Therefore, essentially all of the volume for the surrounding area must be infiltrated before reaching the landlocked basin."

4. Chapter 7, pg. 13 provides how the standard is to be met: "The recharge volume is determined by taking the difference between the pre-development volume for the 5-yr 24-hour event and the post-development volume for the same event. Recharge can be achieved either by a structural BMP (e.g. infiltration, bioretention, vegetated swale), better site design techniques, or a combination of both."

Rationale - Overall Approach for Northwest (NW) Area:
The stormwater ordinance and manual describes repeatedly the fundamental, multi-step approach that is needed to preserve the hydrologic balance in this landlocked system during urban development. The disturbed development area must retain and mimic natural runoff behavior for the more frequent storms (5-yr local pre/post volume control). The necessity for and standards using the 5-yr event pre/post runoff was validated from NW area runoff monitoring. Before discharging to infiltration best management practices (BMPs) for local 5-yr pre/post volume control, there must be sufficient pre-treatment of runoff to remove sediment so the infiltration features will not prematurely clog and fail. The pretreatment can be accomplished with properly sized filter strips, vegetated swales, wet detention ponds, and/or filters.

In addition, the Regional Basins as detailed in the Manual and Regional Basins Map must be preserved and not disturbed, in order to store and infiltrate/evaporate the larger runoff events as they have done under undeveloped conditions. The integrity of the Regional Basins will be maintained over time by accomplishing upstream volume control before discharging to the Regional Basins. Since there is no surface or pipe outlet available in this system, there must be strict standards to preserve the natural hydrologic balance at the development site to prevent flooding.

Sincerely,

CITY OF INVER GROVE HEIGHTS

Thomas J. Kaldunski, P.E.
City Engineer

cc: Brett H. Emmons

Thomas J. Kaldunski, P.E.

From: Thomas J. Kaldunski, P.E.
Sent: Friday, October 17, 2014 9:21 AM
To: Dan Schmidt
Cc: Brett Emmons; Allan Hunting
Subject: DNR OHWL Update

Hi Dan ,

As you know , the city has heard that the DNR reviewed OHWL in water bodies near the Blackstone Development area . I have been able to gather that information and I need to share it with you . I am not sure what the final decision will be . I will have EOR review it as well .

The following OWHL have been established by the DNR as follows ;

City basin # F-018 (adjacent to BSP) – OHWL = 889.0 per the DNR . The city Model indicated 888.8
City Basin # F-022 (Franke Lake) – OHWL = 894.0 per the DNR. The city model indicated 893.3
City Basin F-019 (connected to Franke Lake) –OHWL = 894.0 per the DNR . The city model indicates 894.6

The DNR has also noted that the outlet installed by the city of Eagan raises some concern that Eagan will address .

The effects on the Blackstone Development are not fully known at this point . It does appear that the DNR has established OHWL that have risen. This will likely affect the minimum floor elevations in the development . EOR will provide further guidance . You should anticipate higher lowest floor elevations .

Tom Kaldunski

Tom Kaldunski | City Engineer
Tel: 651-450-2572 | Fax: 651-259-8043
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
tkaldunski@invergroveheights.org | www.invergroveheights.org

memo

EOR water ecology community

Project	Residential Development- Blackstone Vista, Ponds, Ridge	**Date**	11-6-14
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)- MINIMAL REVIEW		

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 and details, but identifies 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 (Vista, Ponds) by Sathre-Bergquist, Inc. dated 8/13/14, updated 9/12/14
- Concept Sketch, Blackstone Ridge by Sathre-Bergquist, Inc. dated 9/5/14
- Stormwater Management Plan (Vista, Ponds) by Sathre-Bergquist, Inc. dated 8/22/14, updated 9/12/14
- Landscape Plan and Building Plan (Vista, Ponds) 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

A meeting with the developer's engineer to discuss the design, CNs, soil borings, infiltration rates, modeling, and the standards was held October 13, 2014.

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. The development and entrance road in the southeastern portion is at the outlet of Regional Basin W-005 and slightly within the basin.

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-018 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 118 single family housing. Five Regional Basins are located on site: F-011a, F-008a, F-011, F-011b, and F-013(F). 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 along with numerous rain gardens spaced throughout the development. 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. The rain gardens are mainly designed to treat backyard runoff.

The proposed design for the Blackstone Ponds development relies on two stormwater wet ponds and four rain gardens throughout the site. Blackstone Ridge concept development shows some conceptual pretreatment ponds and infiltration ponds. Curb and gutter apparently would be used with pipe systems 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

The proposed plans need to address the following items to conform with the stormwater standards as specified in the City Ordinance and the NWA Stormwater Manual. Citations for the relevant city ordinance is provided for each comment, and when appropriate corresponding NWA Stormwater Manual references, and these references should not be considered exclusive or the only references that would apply to the requirement. The NWA Stormwater Manual has extensive information for most of the comments and should also be consulted for further details. Chapter 9 of the Manual is an important resource mentioned in a meeting with the developer design team. It illustrates the design process through the various steps to detail the information needed for submittal and to facilitate the designer in following the NWA standards.

General Comments for All Developments

1. **Volume control for the 5-year 24-hour rainfall event developed area needs to be met before discharging to Regional Basins or off site [City Ordinance 10-13J-5, H.1; NWA Stormwater Manual Table 7.2, Chapter 7 Pgs 5 & 13, Chapter 9 Pgs 31 & 37]** The 5-year discharge volume standard is not being met for any of the three Blackstone developments. The varying levels of treatment provided are described under each development.

2. **Stormwater management should be maximized through the use of an upstream treatment train process. [City Ordinance 10-13J-5, H.5; 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, although somewhat higher levels (30%) were discussed. 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 20-30% upstream, LID practices.

3. **BMP phasing during construction needs to be shown on plans. [City Ordinance 10-13J-5, H.1.d]** Final BMP construction should be sequenced so that it is after the rest of the site has been stabilized.

4. **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. **Volume control for the 5-year 24-hour rainfall event developed area needs to be met before discharging to Regional Basins or off site [City Ordinance 10-13J-5, H.1; NWA Stormwater Manual Table 7.2, Chapter 7 Pgs 5 & 13, Chapter 9 Pgs 31 & 37]** The design now has information from the field soils investigation and corresponding infiltration rates and the 5-year discharge volume under existing conditions, which is the standard for post conditions, is not being met. Volume control calculations for 5-yr pre/post analysis taking credit for volume within the Regional Basins, not in local

BMPs, is not allowed. This increase in the 5-year discharge volume does not meet the standards as stated in the Ordinance and NWA Stormwater Manual and a design plan must be submitted that meets the standards.

2. **Grading and fill should not occur within Regional Basins. [City Ordinance 10-13J-5, H.5; 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. Grading in the basin should not occur and the development road at the outlet of Regional Basin W-005 should negatively impact Regional Basin W-005, nor alter or reduce the storage capacity of the basin, without explicit approval from the City. This could be an opportunity for additional regional volume control and rate control as water then enters a ravine.

3. **Runoff model (existing conditions) should use curve numbers (CNs) consistent with hydrologic group type A-B and B soils. [City Ordinance 10-13J-5, H.5; NWA Stormwater Manual 2-14 to 2-15 (Table 9.5)]** The recently submitted modeling and summary sheet appears to use CNs for the most part 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. Areas using graded CN values appear to be more intensively used reflecting recent past activity, so half of the area is to use a value for the graded CN value and half for the undisturbed CN value.

   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. Areas of restoration have 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 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.

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 (FB = 4' for Category 2 basin as the secondary, emergency overflow).** 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.

5. **Determine infiltration rates by providing soil borings in the BMP locations and provide appropriately sized BMP.. [City Ordinance 10-13J-5, H.1]** 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. Based on soil borings and grain size analysis, an infiltration rate of 0.2 in/hr is appropriate (0.3 in/hr in one case), indicating that the 48 drawdown time is not met, requiring the BMP be increased and/or additional upstream BMPs be added.

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. **Volume control for the 5-year 24-hour rainfall event developed area needs to be met before discharging to Regional Basins or off site [City Ordinance 10-13J-5, H.1; NWA Stormwater Manual Table 7.2, Chapter 7 Pgs 5 & 13, Chapter 9 Pgs 31 & 37]** The proposed BMPs on the site only include a minimal number of small raingardens and no infiltration ponds (only sediment control wet ponds) and this does not satisfy the volume control standards. Volume control calculations for 5-yr pre/post analysis taking credit for volume within the Regional Basins, not in local BMPs, is not allowed. This increase in the 5-year discharge volume does not meet the standards as stated in the Ordinance and NWA Stormwater Manual and a design plan must be submitted that meets the standards.

8. **Provide a consistent value that represents the HWL for the Regional Basin F-002. [City Ordinance Section 10-13J-5, H.1]** Normal water level and high water level for Regional Basin F-002 should be consistent. EOR has a value of 882.5 compared with the HWL provided by Sathre-Bergquist at 887.85. Provide for emergency overflows per the freeboard requirements.

9. **Runoff model (existing conditions) should use curve numbers (CNs) consistent with hydrologic group type A-B and B soils. [City Ordinance 10-13J-5, H.5; NWA Stormwater Manual 2-14 to 2-15 (Table 9.5)]** The recently submitted modeling and summary sheet appears to use CNs for the most part 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. Areas using graded CN values appear to be more intensively used reflecting recent past activity, so half of the area is to use a value for the graded CN value and half for the undisturbed CN value.

10. **Lack of Infiltration BMPs for curb and guttered areas. [City Ordinance 10-13J-5, H.1]** Much of the development is served by curb and gutter and these areas discharge to a wet, "pretreatment" pond, but no volume control is shown in the plans. The standards require post development 5-yr runoff volumes to be treated to match the predevelopment 5-yr runoff volume, which is not met here, since no volume control BMPs are shown along with the wet ponds.

11. **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.

12. **Determine infiltration rates by providing soil borings in the BMP locations. [City Ordinance 10-13J-5, H.1.a]** 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. Drawdown times for infiltration areas are not consistent with the required 72 hours per the Manual and shall be revised to ensure volume control requirements are fully met.

13. **Submitted plans must meet requirements as stated in the City Ordinance and the Northwest Area Manual.** These requirements include, but are not limited to, pretreatment, 5-year pre/post volume control within the built portion of the development site, runoff rate control, avoidance of Regional Basins, an acceptable landscape plan, and an acceptable erosion and sediment control plan. Additional requirements will apply once more detailed information is provided.

14. **Additional comments and requirement are to be added when a stormwater report and model consistent with the ordinance and manual requirements and guidance are provided.**

Blackstone Ridge

15. **Volume control for the 5-year 24-hour rainfall event developed area needs to be met before discharging to Regional Basins or off site [City Ordinance 10-13J-5, H.1; NWA Stormwater Manual Table 7.2, Chapter 7 Pgs 5 & 13, Chapter 9 Pgs 31 & 37]** There is a lack of detail on where, how, and calculations to show how the volume control standard would be met the project and it does not appear yet that the volume control is being satisfied. Volume control calculations for 5-yr pre/post analysis taking credit for volume within the Regional Basins, not in local BMPs, is not allowed. A design plan must be submitted that meets the standards.

16. **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.

17. **Grading and fill should not occur within Regional Basins. [City Ordinance 10-13J-5, H.5; 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.

18. **Runoff model (existing and developed conditions) should use curve numbers (CNs) consistent with hydrologic group type soils as listed in Table 9-5 in the NWA Manual.**

19. **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.

20. **Infiltration rates must be based on soil borings and hydrometer tests consistent with the guidance in the 2008 EOR memo.**

21. **Submitted plans must meet requirements as stated in the City Ordinance and the Northwest Area Manual.** These requirements include, but are not limited to, pretreatment, 5-year pre/post volume control within the built portion of the development site, runoff rate control, avoidance of Regional Basins, an acceptable landscape plan, and an acceptable erosion and sediment control plan.

22. **Additional comments and requirements are to be added when a design beyond concept level is provided and 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 present and should first be addressed before the development is considered for further review and/or approval.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council

FROM: Thomas J. Kaldunski, City Engineer TJK

DATE: November 7, 2014

SUBJECT: Update on Project Budget and Schedules
City Project No. 2014-13 – Argenta District – Trunk Utilities
Blackstone PUD

This memo is intended to provide the City Council with an update on project schedules and the budget for City Project No. 2014-13. An updated schedule showing both C.P. 2014-13 and the Blackstone PUD is attached. This schedule illustrates major milestones for both projects based upon the Council's anticipated approval of the Blackstone PUD on November 10, 2014.

The City will need to initiate easement acquisitions in November 2014 to meet the completion dates desired by the developer. The developer will need to submit final plat/PUD materials in December 2014 to allow the utility planning to continue on a timely basis. The City will advance the bidding of the 70th Street lift station and Phase 1 trunk sewer and watermains on separate, but parallel paths. The final PUD approval process will parallel the utility schedule.

A review of the overall project budget for City Project No. 2014-13 is summarized as follows:

PHASE	ESTIMATED COST
Phase I Trunk Watermain with Gravity Sewers – Argenta Hills 8th Addition to Blackstone Vista ridge line	$600,900
Blackstone Vista Water and Sanitary Trunks	$1,517,700
70th Street Lift Station and Forcemain	$779,800
Blackstone Ponds Water and Sanitary Trunks	$612,800
Alternative Alignments – Lift Station to Blackstone Ridge	$1,710,700 to $2,607,530
Blackstone Ridge Water and Sanitary Trunks	$1,177,600
Watermain Loop – Blackstone Ridge to Babcock Trail	$1,889,400
Total Project Cost	$8,228,900 to $9,185,730

TJK/kf

Proposed Project Schedule

Date: November 7, 2014 (SWD)

CITY PROJECT NO. 2014-13
Northwest Area Utility Extension – Argenta Trail Alignment

Date	City Project 2014-13	Blackstone PUD Development
YEAR 2014		
November	Bolton & Menk begins topographic survey Bolton & Menk begins Final Design City Council calls for public hearing to order improvement project, authorizes staff to hire appraiser and land acquisition team, and authorizes City Attorney to acquire the easements needed for the project.	City Council Considers Preliminary Plat/PUD
December	Bolton & Menk Completes Topographic Survey	Final Plat/PUD **Complete** Submittal
YEAR 2015		
January	City Council holds Public Hearing - Orders Project - Authorizes hiring of appraiser and land acquisition team - Authorizes easement acquisition and initiation of Eminent Doman Proceedings City Council accepts lift station final plans and authorizes bidding	
March	City Council Awards Lift Station Contract Dakota County approves Argenta Trail Study	City Council approves final plat/PUD Developer plans to begin grading Vistas and Ponds **Approved grading plan, necessary agreeements and sureties shall be in place prior to PWD providing authorization to grade
April	City Council accepts plans and specifications for Trunk Utilities and authorizes bidding	
May	City Council accepts Trunk Utility bids	
June	Eminent Domain Proceedings Complete City Council awards Trunk Utility project	Developer plans to begin installation of lateral and trunk utilities in Vistas and Ponds
July		Developer plans to build model homes in Vistas and Ponds
August	Phase 1 trunk gravity sewer and watermain serving Vistas is complete (Peltier)	Developer plans to complete lateral and trunk utilities on Vistas and Ponds
September	Lift Station in operation	Grand opening of Vistas and Ponds
December	Trunk Utilities complete - Watermain loop to Babcock -Alternate trunk utilities in the vicinity of CSAH 26 to be completed based on Councils selection of final alignment	Developer plans on 10 single familey home built and 22 multi-family units built

Note: This schedule is based on the City performing work outside the Blackstone PUD Development plat for City Project 2014-13 Northwest Utility Extension - Argenta Trail Alignment

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 LMDR, LOW-MEDIUM DENSITY RESIDENTIAL TO LMDR-NWAPUD, LOW-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 LMDR-NWAPUD as follows:

The land use designation of LMDR-NWAPUD (Low-Medium Density Residential/ Northwest Area PUD) means that the property so classified has the same density and

development requirements of the LMDR 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 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 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 LMDR-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 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 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 AMEND THE TEXT IN CHAPTER TWO - LAND USE RELATING TO MUSA EXPANSION EXCEPTIONS.

CASE NO. 14-22PUD
(Jim Deanovic)

WHEREAS, new text language is created for the MUSA Expansion Exceptions section to read as follows:

> "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."

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 Text Amendment to Chapter Two - Land Use relating to MUSA Expansion Exceptions is hereby approved subject to the following conditions:

1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

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

Adopted by the City Council of Inver Grove Heights on this ____ 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 ADDING FIGURE 7.1a SANITARY SEWER AND SEWER DISTRICTS TO 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;

WHERAS, the map prepared by Bolton & Menk, dated November, 2014 identifies new alignment of the trunk sewer line through the Argenta District;

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 adding Sewer Map Figure 7.1a prepared by Bolton & Menk dated November, 2014 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
vi) Ordering of public improvement projects to connect the Blackstone Plats to existing utilities, existing roadways and other public improvements.

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 1-118, 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

1. Consistent with the Comprehensive Plan, the properties must be platted and developed as a PUD with an approved PUD contract and approved PUD plans.

2. Consistent with the Comprehensive Plan, at the time the plat is recorded, the landowner/developer by written agreement or PUD contract 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 properties 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 properties per the actual densities at which the subject properties develop. This requirement is part of the PUD zoning requirements for the subject properties.

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

RESOLUTION NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION AUTHORIZING THE APPLICATION OF CREDITS FOR THE PLATS OF BLACKSTONE VISTA, BLACKSTONE PONDS AND BLACKSTONE RIDGE WITH RESPECT TO THE OBLIGATION OF THE DEVELOPER AND OWNER FOR PAYMENT OF CONNECTION AND HOOK-UP FEES STEMMING FROM THE SHORTAGE OF DENSITY IN SUCH PLATS

WHEREAS, in conjunction with this resolution, the Council has passed a comprehensive plan amendment re-designating the plats of Blackstone Vista, Blackstone Ponds and Blackstone Ridge as follows:

> 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).

WHEREAS, in conjunction with this resolution, the Council has passed a zoning ordinance amendment re-zoning the plats of Blackstone Vista, Blackstone Ponds and Blackstone Ridge as follows:

> Rezoning 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 1-118, 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

WHEREAS, the plats are zoned and being considered as planned unit developments and the plats require approved planned unit development plans as well as a planned unit development contract.

WHEREAS, the comprehensive plan designations and the re-zonings require that within the planned unit development contract the following provisions must exist:

1. The properties 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 connection fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection fee and sewer connection fee) that would have been payable for the densities shown for the subject properties in the city's financial and connection fee information prepared by Ehlers & Associates (as 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 properties per the actual densities at which the subject properties develop.

WHEREAS, the difference (the shortage) between (a) the Northwest Area utility connection fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection fee and sewer connection fee) that would have been payable for the densities shown for the subject properties in the city's financial and connection fee information prepared by Ehlers & Associates (as 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 properties per the actual densities at which the subject properties develop, has been calculated by the City to be $601,559 (the Shortage Amount).

WHEREAS, the City recognizes and agrees that the following characteristics of the plats, the PUD development plans and the City imposed planned unit development conditions provide out of the ordinary benefits to the City not otherwise required by City ordinances and as such can be accorded the status of and deemed to be credits against the Shortage Amount up to the sums hereafter stated and subject to the conditions hereafter stated:

1. By the planned unit development conditions, the developer/owner is required to convey to the City in fee title the land for the sanitary sewer lift station. This land is approximately 0.21 acres in size and on the basis of land value being in the range of $75,000 per acre the dedicated land has a value of $15,980. Subject to verification of the acreage being conveyed and subject to the actual conveyance occurring, this conveyance shall be deemed as a credit up to the sum of $15,980 against the Shortage Amount.

2. The planned unit developments are located in the Northwest Area. Pursuant to the Northwest Area Overlay District, 20% of the net developable area must be dedicated to the City as a conservation area and designated as "Natural Area/Open Space" and "Undisturbed Natural Area/Open Space". The net developable area of the three plats is approximately 114.2 acres and 20% thereof is approximately 22.84 acres or 23 acres. The development plans show open space (not counting the Mendota Lebanon Trail area) to be about 33.3 acres, which is approximately 29% of net developable acreage. The City encourages a balance of open space and development density and is willing in this particular instance to recognize as a credit the open space above 25% of the net developable area. The open space above 25% of net developable area is approximately 4.6 acres valued at $75,000 per acre resulting in an available credit of $345,000 against the Shortage Amount. Subject to verification of the acreage being placed in the conservation easement and subject to the actual conveyance of the conservation easement, the conveyance of the open space above 25% shall be deemed as a credit up to the sum of $345,000 against the Shortage Amount.

3. The Mendota Lebanon Trail affects both Blackstone Ponds and Blackstone Vista. The City imposed planned unit development conditions place on the developer/owner the responsibility to dedicate the Mendota Lebanon Trail within such plats and to construct the trail. The trail right-of-way area is 2.3 acres valued at $75,000 per acre conferring a benefit of approximately $172,500. The cost of construction is approximately $30.00 per linear foot for 5,000 linear feet conferring a benefit of approximately $150,000. Subject to verification of the acreage being dedicated and subject to the actual conveyance of the trail, the conveyance of the trail easement shall be deemed as a credit up to the sum of $172,500 against the Shortage Amount. Subject to verification of the linear feet being constructed and subject to the actual construction occurring, the construction of the trail shall be deemed as a credit up to the sum of $150,000 against the Shortage Amount.

WHEREAS, although the three Blackstone plats cumulatively provide densities, connection fees and hook-up fees less than originally projected by the City, the plats do provide an opportunity to accelerate development within the Northwest Area. The plats provide 18 additional parcels with direct access to both municipal sanitary sewer and water main. This increased accessibility to utilities will present multiple alternatives for simultaneous development on the 18 affected properties lying outside of the Blackstone plats. The multiple points of accessibility create a situation where multiple developers of different properties can at the same time bring forth their development proposals without having the challenge of being delayed because development was limited to sequential linear expansion that depended solely upon extension of utilities through a single neighboring property. The acceleration of development will accelerate the increase in tax base and will accelerate collection of connection fees and hook-up fees from other properties. These plats are unique in providing opportunities for accelerated development in the 18 parcels that will gain direct access to utilities because of these plats. This benefit further justifies consideration of the credits outlined above. Other plats do not provide such opportunities and in general it is unlikely that consideration of credits for other plats will be justified.

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

1.) The City Council hereby directs and authorizes that the planned unit development contract contain a provision that provides credits against the Shortage Amount up to the sums and under the guidelines set forth above, subject to the requirement in the planned unit development contract and planned unit development plans that the developer/owner actually provide to the City the following benefits:

   a. Conveyance of the land for the sanitary sewer lift station.
   b. Open space (not counting the trail easement in the Mendota Lebanon Trail area) encumbered by a conservation easement in favor of the City exceeding 25% of net developable area.
   c. Conveyance of the trail easement in the Mendota Lebanon Trail area and construction of the trail.

2.) The acreages being conveyed shall be verified and the actual acreages shall be incorporated into the calculations to compute the final credit.

3.) The credits authorized by this resolution shall not be applied to the connection fees and hook-up fees owed by the developer/owner for the actual densities and buildings being developed on the plats or to any other fees that are owed by the developer/owner for development of the plats. If the credit exceeds the Shortage Amount, the unused credit shall have no application to any other fees owed by the developer/owner.

4.) The credit outlined above for the Mendota Lebanon Trail dedication and construction is not dependent upon reimbursement by Dakota County for such dedication and construction. The planned unit development contract shall contain a provision stating that if Dakota County does nonetheless make any reimbursement for the trail dedication or construction, then such reimbursement shall be paid to the City and not to the developer/owner; if such reimbursement is received, the reimbursement shall be placed in the sewer and water utility funds.

Adopted by the City Council of the City of Inver Grove Heights this 10th day of November, 2014.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City 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

Blackstone Ponds Alternative Access Plan	10/9/14
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 Memos dated 9-12-14 and 9-30-14, 11-4-14 (CSSP memo), 11-4-14 (Trunk Sewer Options memo) and 11-6-14.

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	As identified by City	City of IGH
Infiltration basins	Throughout Site	Developer

Rain Gardens	Throughout Site	Developer
BMP's	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 $601,559.

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;
    - Acknowledgement of PUD Zoning;
    - <u>Deeds for Outlots to City;</u>
    - <u>Deed for Lift Station Site</u>

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. <u>The City shall identify which lines constitute lateral and which lines constitute service lines.</u> 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 in Blackstone Ponds 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 memorandums and Kimley-Horn memorandums.

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. The plats shall be subject to a street lighting utility fee determined by the City.

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. The developer shall be responsible for connecting the trail.

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 including any 50 foot set backs from county roads and 75 feet from OHW of Lake 19-36P.

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 for Blackstone Ridge 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. The developer is responsible for all costs associated with acquisition and construction of the connection and all relocated infrastructure improvements on this segment.

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 Blackstone Ridge plan for stormwater management shall be modified to minimize the impact on existing regional basins as outlined by the City Engineer. Any impacts to existing regional basins shall be mitigated to the City's satisfaction.

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 or Blackstone Vista ~~along 69th Street and~~ onto Blackstone Ridge along a route to be approved by the City Council.

35. The emergency access to CSAH 26 in Blackstone Ponds shall be plowed and maintained at all times by the landowner or association.

36. 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.

37. 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.

38. 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.

39. 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.

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.

43. Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred for review of the project including and including preparation of the DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F of the future DEVELOPMENT CONTRACT.

Passed 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 THE PLATS OF BLACKSTONE VISTA AND BLACKSTONE PONDS

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 and Blackstone Ponds 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 and Blackstone Ponds 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	8/14/14
Blackstone Ponds Alternative Access Plan	10/9/14
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, 11-4-14 (CSSP memo), 11-4-14 (Trunk Sewer Options memo) and 11-6-14.

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	As identified by City	City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

BMP's	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 $234,930.

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;
    - Acknowledgement of PUD Zoning;
    - Deeds for Outlots to City;
    - Deed for Lift Station Site.

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. <u>The City shall identify which lines constitute lateral and which lines constitute service lines.</u> 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 memorandums and Kimley-Horn memorandums.

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. The plats shall be subject to a street lighting utility fee determined by the City.

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. The developer shall be responsible for connecting the trail.

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 including any 50 foot setback from County roads and 75 feet from OHW of Lake 19-36P.

27. 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 or Blackstone Vista ~~along 69th Street and~~ onto Blackstone Ridge along a route to be approved by the City Council.

28. 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.

29. 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.

30. 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.

31. 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.

32. The emergency access to CSAH 26 in Blackstone Ponds shall be plowed and maintained at all times by the landowner or association.

33. 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.

34. 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.

35. 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.

36. Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred for review of the project including and including preparation of the DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F of the future DEVELOPMENT CONTRACT.

Passed this _____ day of _____, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
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 BLACKSTONE RIDGE

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 of the plat of Blackstone Ridge 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 for Blackstone Ridge 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 Ordering of public improvement projects to connect the Blackstone Plats to existing utilities, existing roadways and other public improvements.
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 for Blackstone Ridge 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

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 7, 2014

SUBJECT: **DEANOVIC – CASE NO. 14-22PUD (tabled from the September 16 meeting)**

Public Hearing (continued)
Allan Hunting, City Planner, advised that staff would address some of the questions received from Planning Commissioners, as well as provide additional information.

Tom Link, Director of Community Development, discussed the Regional Roadway Visioning Study. The study looked at traffic in Inver Grove Heights, Eagan, Sunfish Lake and Mendota Heights, as well as traffic coming in from the surrounding area. The purpose was to look at a variety of roads and highways in northern Dakota County and identify the traffic and transportation improvements that would be necessary in the next 20-30 years. Eight different agencies were involved and what they looked at for this part of the City was the interchange. Five different alternatives were looked at; two of which proposed a variety of county roads and city streets rather than an interchange. The other three alternatives proposed an interchange; two with an interchange at Delaware and one with the interchange north of the 70th and Argenta intersection. The last alignment was chosen as the preferred alternative because it would reduce traffic volumes on city streets and county roads, provide traffic relief for the existing Robert Street and Dodd Road interchanges, would improve safety on I-494, would have less impact on wetlands and residential neighborhoods, and would be more consistent with the comprehensive plans for the surrounding cities.

Commissioner Robertson asked if there had been any discussion of curving the realigned Argenta Trail to avoid the Leitch Estates neighborhood but still come back to the same proposed interchange location on I-494.

Mr. Link replied that the study did not specify an exact alignment of Argenta Trail and that additional analysis would be necessary.

Commissioner Robertson asked if approval of this request would set in stone the alignment as shown on the diagram.

Mr. Link replied that one of the conditions of approval would lead to an analysis of where the best alignment would be and what the impact would be on specific properties. That study would include a technical portion as well as public participation.

Commissioner Maggi asked how the timing of the completion of the existing residential development coincided with the timing of the study and approved comprehensive plan showing the long-time vision for Argenta Trail being 4-6 lanes wide.

Mr. Link replied that the Leitch Estates neighborhood was platted decades ago, and discussions of the need for an interchange and additional transportation improvements went back to at least

2000. The discussion prior to the visioning study had assumed that Argenta would be a four lane county road. The traffic engineers concluded in the visioning study; however, that in 20-30 years it may be required to be a six lane road.

Commissioner Lissarrague asked if it was common for studies to anticipate interchanges so far into the future.

Mr. Link replied in the affirmative, stating that transportation studies such as this typically looked out at least two decades.

Commissioner Wippermann asked staff to comment on Metropolitan Council's recent addition of this I-494 interchange into their future project plans.

Mr. Link responded that additional work has been done since the completion of the visioning study in 2010, including approval by the Federal Highway Administration of a warrant analysis and a Metropolitan Council determination that the interchange was consistent with Appendix E. He noted that additional analysis would be necessary before an interchange would occur, including further environmental and engineering approvals.

Commissioner Klein asked for clarification that a potential Argenta Trail interchange location was shown in the current comprehensive plan.

Mr. Link replied in the affirmative, stating it was shown on the previous comprehensive plan as well.

Commissioner Klein asked for clarification of whether the bridge crossing over to Delaware would remain.

Mr. Link replied in the affirmative, stating an east-west connection between the Delaware bridge and the new Argenta alignment would be created. He advised that Sunfish Lake and Mendota Heights had concerns, but eventually they supported and approved the study.

Commissioner Klein asked if the road connecting Delaware and the Argenta Trail interchange would be on the north side of I-494.

Mr. Link replied that it would be on the south side of I-494. He advised that if the transportation infrastructure was done correctly the impact on the existing roads would be lessened.

Mr. Hunting stated there had been previous discussions between the applicant and the attorneys regarding how to speed up the discussion of the Argenta Trail alignment. It was suggested that a separate comprehensive plan amendment to the transportation plan be processed that would provide a public process to get input on the alignment and try to place the location of Argenta Trail. If Council chose to go that route it could be way to address some of the neighbors' concerns. He advised that the City and the County have also started a joint study of Argenta Trail south of 70th Street; this is anticipated to be completed by February 2015. That study would identify that alignment and help the City and County identify the impact and alignment of Argenta Trail with the Leitch Estates/Blackstone Ridge developments. Condition #29 addresses this issue.

Mr. Hunting stated that concerns were raised at the last meeting regarding the proposed sewer alignment following 69th Street through the Leitch Estates neighborhood. He advised that another possible route was an alignment on the south side of 70th Street. This option would be more costly, but could work. If Council chooses that option the issue of a second access to the Ponds development would have to be addressed.

Mr. Hunting presented the recently adopted Northwest Area Park Plan. No parks are anticipated on any of the three subject parcels.

Chair Hark asked if the park plan was aspirational at this point.

Mr. Hunting replied in the affirmative, stating it was a starting point and there were a number of steps that would be required before any of the identified parks would come to fruition.

Commissioner Robertson stated it is important to have parks within walking distance, and asked if there was a way to assure that a suitable park would be provided for the anticipated number of families at a location convenient to them. She asked what options were available should the developer choose to give a cash contribution rather than land for a park.

Mr. Hunting advised that even with land dedication there was never an assurance of where the park would be located. He advised that because parks are multiple acres in size, acquisition by the City is typically necessary for parks to occur. He advised that the proposed park locations had the necessary features suitable for the type of parks desired.

Commissioner Klein asked if the park dedication fees could be used towards park maintenance.

Mr. Hunting replied it was only used for land acquisition for parks.

Commissioner Maggi asked if sanitary sewer could be put in to serve the Blackstone Vista development only, or did all three developments need to be approved at the same time.

Tom Kaldunski, City Engineer, replied that in order to serve that entire development they at least have to get to the lift station proposed at 70th Street. Once that lift station goes in it would also provide service to the Ponds development.

Commissioner Maggi asked at what point the sanitary sewer extension would impact existing homes.

Mr. Kaldunski replied that existing property owners would not be impacted until the sewer went from the Ponds or the lift station location to the Ridges development.

Commissioner Maggi asked what the additional cost would be to install the sanitary sewer south of 70th Street rather than along 69th.

Mr. Kaldunski replied that the additional cost of construction would be approximately $350,000; however, the cost of right-of-way acquisition would likely range from $750,000 to $2M dollars.

Chair Hark asked if there were engineering differences between the two.

Mr. Kaldunski replied that the sewer depths south of 70th Street would be deeper than those in the 69th Street alignment.

Commissioner Klein asked homes would have to be purchased for either alignment.

Mr. Kaldunski replied they could likely avoid homes in the northern alignment but there would likely be a garage, trees, and septic systems within the right-of-way.

Commissioner Klein asked if the City would have to pay affected homeowners to move their septic systems.

Mr. Kaldunski replied in the affirmative.

Commissioner Klein asked if homes would have to be purchased for the southern alignment.

Mr. Kaldunski replied there were no buildings in the right-of-way for the southern alignment. An alignment even further south could be considered to avoid buildings.

Commissioner Lissarrague asked for clarification that the alignment north of 70th Street would be less expensive, but the alignment south of 70th Street would be less intrusive to property owners.

Mr. Kaldunski replied that the construction costs would be cheaper to the north, the right-of-way acquisition to would be cheaper to the north, but more buildings would be affected to the north.

Commissioner Lissarrague asked if more people would be affected with the northern alignment.

Mr. Kaldunski replied that more buildings would be affected by the northern alignment but more property owners would be affected with the southern alignment.

Commissioner Maggi asked for clarification of whether either of the alignments would be primarily to feed the Ridges development.

Mr. Kaldunski replied in the affirmative.

Mr. Hunting advised that the revised Blackstone Ridge plans show improvements to the open space, connectivity, and 100 foot corridor; however, additional improvements are being recommended. He then addressed questions from Planning Commission members, with the first one being whether any studies had been done or were required relating to noise mitigation along 70th Street. He advised that the comment in question was a standard statement included in all review letters addressing the fact that there could be additional noise and that the developer should consider that in their plan. He advised that the Ponds development would have the greatest impact of the three neighborhoods as there were a number of homes along 70th Street. The Planning Commission could add a condition requiring further noise analysis be done to determine whether noise mitigation should be done (i.e. screening, berming, etc.). The second question related to the County's recommendation that the Ridges be platted as an outlot for future development because of the uncertainty regarding the realignment of Argenta Trail. Mr. Hunting advised that that option would be more difficult for the City as they have to consider the preliminary PUD plan rather than just the plat. The third question was in regard to whether

emergency vehicles would have the ability to turn around on the private road segments in the Ponds development. Mr. Hunting advised that a condition of approval requires that all plans be subject to the review and approval of the Fire Marshal. If changes are needed they will be addressed with the final PUD. The fourth comment was regarding wetlands. He advised that the wetlands have been delineated on all three sites, and have been reviewed and approved through the WCA process. There is no impact to any of the wetlands being proposed. There was also a question as to why the application was to this point with there being so many unanswered issues. Mr. Hunting advised that landowners have the right to apply for a development, and once they do the City has a limited time to take action. Staff has therefore done the best review they could with the information available, and have included the outstanding questions and studies necessary in the conditions of approval. There was another question raised regarding looking at each of the developments individually versus all at once. He advised that he was unaware of any regulations prohibiting the three developments being submitted simultaneously. He stated that for the most part each of the developments can stand on their own individually; however, there are some instances where all three must be combined in order to meet the standards. Because this is a PUD and a unique area, staff does not have major concerns and feels this is another way to look at flexibility.

Commissioner Maggi asked if there was a precedent in the City of allowing multiple developments to combine in order to meet the impervious surface requirement.

Mr. Hunting replied they had not received anything like this before. He advised that another question had been asked regarding the comprehensive plan amendment language regarding the exception neighborhoods. He advised that staff purposely used language which would allow the City Council flexibility if they chose to run the sanitary sewer through the 69th Street neighborhood. He noted that the three developments were in Independent School District 196.

Commissioner Robertson noted that at the last public hearing several individuals indicated that they had received prior official notification from the City or the County that their properties in Leitch Estates would not be subject to sewer and water impacting their neighborhood. She asked if staff was aware of any such records of correspondence.

Mr. Hunting replied that he was not aware of any such correspondence. He advised that notification of meetings could have been sent; however, as this issue would have been brought up during discussions regarding the most recent comprehensive plan.

Commissioner Robertson asked for clarification that approving the request tonight would not include approval of a specific sanitary sewer alignment.

Mr. Hunting replied in the affirmative, stating that the sewer alignment would be a City Council decision.

Chair Hark asked if that was true of the Argenta Trail alignment as well.

Mr. Hunting replied in the affirmative.

Commissioner Maggi asked staff to review the options for the Argenta Trail realignment.

Mr. Hunting advised that the County has indicated they need 200 feet of right-of-way in order to

meet the traffic demands of a potential six lane road. The options he is aware of at this point is running all 200 feet on the Leitch Estates properties, running all 200 feet on the Ridges property, or straddling the property line between Leitch Estates and the Ridges.

Commissioner Maggi asked how the realignment would affect the three proposed developments.

Mr. Link replied that the Argenta Trail alignment would affect only the Ridges development; not Ponds or Vista.

Commissioner Simon asked for clarification of the power line and right-of-way locations on the sketch plan.

Dan Schmidt, Sathre-Bergquist, 150 South Broadway, Wayzata, pointed out the power line and easement locations.

Commissioner Wippermann asked if anything had changed since the last meeting regarding the necessity for a collector street study and policy decisions being made prior to the City making a recommendation on subdivision plats impacted by these issues.

Mr. Hunting replied that the conditions of approval require that the Council address the collector streets, right-of-way acquisition, and funding for the street construction.

Commissioner Wippermann questioned how the Commission could make a recommendation without a policy since the report states a policy should be in place before the City makes any recommendation.

Mr. Hunting replied that Commissioners would have to decide if they were comfortable with approving it with a condition that Council addresses those issues.

Ian Peterson, Vice-President of Ryland Homes, advised that Jim Deanovic, owner of the subject parcels, was also present. He provided a brief history of the request and why there were three different parcels. He advised that when they started the Blackstone project Ridges was the only piece of property owned by Mr. Deanovic. They had analyzed numerous routes for getting service to this property from 70th Street and Highway 3. It was then recommended that they look at servicing this property by extending sewer from the Argenta Hills development. In order to do that the City needed a pump station site so they began purchasing additional parcels in order to service Blackstone Ridge. He advised that it is a very complicated development. First and foremost they are looking at density requirements for this area. Blackstone Ridge is currently guided for 230 units; 110 single-family homes and 120 multiple-family homes. The proposed plat is for 115-120 single-family homes and they had a difficult time getting them to fit. He questioned how they could fit in an additional 120 multiple-family homes. Mr. Peterson advised that when the comprehensive plan was approved townhomes represented 50-65% of the market. Currently townhomes represent only 10% of the building permits in the Twin Cities area. He advised that there is sanitary sewer at 70th Street and Highway 3 and sanitary sewer at Argenta Hills. That pipe has been there for numerous years and has not spurred development. The proposed developments will touch 12 adjacent properties and will allow for future development. Transportation requirements must also be considered, as well as stormwater, natural resource, and open space requirements. The Vista property is currently

guided for 99 single-family homes plus four acres of industrial development. They are proposing 78 single-family homes and question how they would find room for an additional 12 units plus four acres of industrial property. They have been working with City and County staff for two years on this complicated development. In addition Bolten & Menk did the trunk utility study, Kimley-Horne is reviewing their development plans, EOR reviews the stormwater requirements, WSB completed a traffic study, and the original study was done by Bonestroo. He advised that some portions of the properties were heavily wooded and some had steep slopes which would require massive amounts of earthwork. He felt it was a good overall plan considering all the pieces of the puzzle, it would provide $5M dollars worth of trunk utility fees, over $1M dollars in park fees, and reforestation of over 1,000 3-inch trees. The County will only grant one access point to each development. He advised that until such time as they want 69th Street to go through, they could provide a median off of 70th Street to provide one way in that would alleviate a potential connection on 69th Street. In regard to parks, he advised there is a piece of property that is going to be heavily treed and zoned Commercial Industrial that could potentially be used as a trail headway or potential open space.

Martha Zachary, 6921 Arkansas Avenue, asked for clarification of whether the City currently had right-of-way for the extension of 69th Street and also whether that road would benefit a private development.

Mr. Hunting replied that acquisition of right-of-way would have to take place if they were to extend 69th Street. City Council would have to make those decisions after reviewing and analyzing the development. The 69th Street extension would benefit the developer; however, extending the main pipe would also allow the City to service additional properties.

Ms. Zachary asked if a road must go in to connect the sewer.

Mr. Hunting replied he did not believe so.

Ms. Zachary stated that the road would go right through her property and asked for clarification that the road would be a benefit to the private developer.

Mr. Hunting replied in the affirmative.

Ms. Zachary stated she was opposed to the request, would have to cross a road to get to the other side of her property, had no intention of selling her property, and did not believe the property could be taken by imminent domain.

Jillian Weber, 6863 Arkansas Avenue, asked for clarification regarding a letter she received from one of the County Commissioners regarding the 69th Street proposal. The letter stated that the connection of 69th Street to the existing County Road 63 would only be considered as temporary due to spacing conflicts and that the southeast corner of the plat would not support construction of a roadway due to severe topographical and drainage issues.

Mr. Hunting replied that it would be considered temporary at this point because of the unknown nature of the final Argenta Trail realignment.

Ms. Weber stated she called the City prior to moving in and was told that sewer and water would not be an issue. After moving in she was told they wanted to put a hiking trail in by her

home, and now a roadway and sewer and water are proposed.

John Todd, 6689 Argenta Trail, asked staff where the potential park referred to earlier would be located in proximity to the existing Argenta Trail.

Mr. Hunting showed the location, stating it would be east of the existing Argenta Trail.

Mr. Todd noted that a home would be affected by that potential park. In regard to the Ponds development, Mr. Todd asked if the proposed homes would meet the setback guidelines as the homes appeared to be close to the shoreline of the lake.

Mr. Hunting advised that the body of water in question was actually a DNR wetland rather than a lake and therefore the homes would have to comply with the wetland buffer setback requirements.

Mr. Todd stated it was more like a lake than a swamp. He advised that building homes close to Franke Lake could be problematic because of the soft ground and he asked if there had been any consideration of the implications of the wetland being used by the DNR as a fish hatchery.

Mr. Hunting replied that he has had no discussions with the DNR regarding that subject.

Mr. Todd advised that he signs off on a DNR agreement every year in regard to it being used as a fish hatchery and he hoped that practice would not be disrupted by development. He stated this proposal seemed to be premature and should not be discussed until the location for Argenta Trail and other roads had been determined. He noted that earlier in the evening the Planning Commission denied a request for a lot subdivision after hearing from neighbors that they had purchased their lots because of the privacy and seclusion. He asked that that be taken into consideration with this request.

Donna Schneider, 3470 E. 102nd Street, stated her family owns property to the west of 70th Street and Argenta Avenue. She questioned how anyone could envision what the assessments would be on the existing landowners with so many unknowns regarding the road location and sewer alignment, and she worried that the cost could potentially force people out of their homes. She questioned whether townhomes would blend with the existing large acre country lots and whether they were respecting the long-time existing residents and their wishes.

Joe Vogel, 6963 Arkansas Avenue, stated that 70th Street would likely be expanded and affect his property. He questioned why the development had to be so dense, he found it difficult to believe that the proposed development would not raise water levels on Franke Lake and the wetland, and he stated there likely would be no room for street parking on 69th Street if the road was only 25 feet wide. He suggested they work with the county to make decisions that are respectful to the current neighborhoods. Eleven homes out of 16 between the Ponds and Argenta would be impacted by the 69th Street extension and he suggested putting sewer and water under 70th Street instead, stating the topography would be better than that of 69th Street or south of 70th Street. He asked if sewer and water ran under any County roads in the City.

Mr. Kaldunski advised that the City had discussions with the County regarding using 70th Street for the utility alignment. In those discussions Dakota County stated they would not issue a permit to put sewer and water underneath the road because there were numerous

improvements planned for that road and too many unknowns at this time.

Mr. Vogel asked why County representatives were not present at this meeting, and stated the proposal was premature at this time and unfair to the existing residents.

Jim Abbott, 6720 Argenta Trail, stated a few years ago he put an addition onto his home and the City was very concerned about green space. He asked what had changed in the past couple years that green space was no longer a concern.

Mr. Hunting advised that he could not recall Mr. Abbott's specific request.

Nicola Abbott, 6720 Argenta Trail, stated the request was in regard to impervious surface. She advised that they have two properties; a 1.5 parcel and a two acre parcel. They decided to turn their existing deck into an addition. City Council approved their variance from maximum impervious surface with the condition that they put in a rain garden. She questioned how the City could be so concerned about the green space on her 3.5 acre lot yet consider allowing the small proposed lots. She was concerned about the agricultural and environmental impact regarding the loss of existing mature trees and the plan to replace them with 3" caliper trees. She stated it would take years for them to mature and they would not have the same root structure, stability, ability to clean air, etc. She stated they purchased their land 32 years ago and plan to live there for the rest of their lives. The plan to put a road through their property and take it away from them makes them feel helpless and abused. She stated she met with the developer after the last meeting and he said he was tired and if the City wanted to put the road through his property they should buy it from him so he could move on. She requested that the city buy the property rather destroying the lives of the existing residents.

Joe Blackfelner, 6736 Argenta Trail, stated perhaps the land that Mr. Deanovic purchased did not fit with the City's plans for the area.

Jill Joseph, 1735 – 70th Street West, stated that the proposed road would be 10 to 20 feet from their front door, over their septic tank, and through their second garage. She stated they have a long driveway and having an easement through it would destroy their property and result in a road going through the middle of their property. There is talk of putting a walking trail in their front yard as well. She stated she was not opposed to development, but felt the developer should make it work without disrupting neighboring private property.

Debra Van, 6660 Argenta Trail, asked for clarification of Condition 29 stating that final plat approval was subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail would not be placed on the plat of Blackstone Ridge.

Mr. Hunting stated the Argenta Trail alignment study would not be completed until early next year and the question was is there an alternate way to look at that alignment and try to move the development along quicker.

Ms. Van asked how a development could be planned until the County determined the location of Argenta Trail and stated they were putting the cart before the horse and sacrificing the existing neighborhood for the new development.

Chair Hark asked if one of the reasons they were being asked to make a recommendation at this time was because of the application deadline.

Mr. Hunting replied in the affirmative, stating the City's 120 day deadline was approaching and by state statute the City Council must take action on October 13.

Commissioner Maggi asked for clarification of Condition 29 which implies that Argenta Trail would not end up on the Blackstone Ridge property.

Mr. Hunting replied that the condition gives City Council the ability to approve the Ridges plat if they want to make the decision that the alignment go to the west.

Commissioner Scales asked if that was staff's recommendation.

Mr. Hunting replied that the condition was advising that if Council chose to put Argenta Trail to the west it would require a comprehensive plan amendment to the transportation plan.

Ms. Van stated the person she spoke with at the County stated that the Argenta Trail alignment was a County decision rather than a City decision.

Mr. Hunting replied that it was a joint decision.

Ms. Van stated it was premature and should not be approved at this time.

Mark Van, 6660 Argenta Trail, asked if a new water tower would be necessary.

Mr. Kaldunski replied that no water tower is planned for this area as the existing water towers would supply adequate water pressure.

Mr. Van asked when the wetland applications were submitted.

Mr. Hunting replied they were delineated sometime in the summer and submitted and reviewed in July and August.

Mr. Van asked if they took into account the new high water levels that the DNR has been registering over the course of the summer.

Mr. Hunting replied that he was unsure of whether they used the new numbers or not, but that the DNR has an established Ordinary High Water Mark for their wetland and for Franke Lake. He advised that the City had a consultant review the wetland boundaries as well.

Mr. Van stated that with the extensive rains this summer a new high water mark should probably be considered.

Mr. Kaldunski stated that the City has elevations associated with its Northwest Area Ordinance that are higher than the Ordinary High Water Mark being referred to. The City regulates to a mark beyond the area in question.

Mr. Van questioned why Argenta Trail would be planned for six lanes when a major arterial such

as 70th Street was only planned to be four lanes wide.

Mr. Kaldunski explained that the north-south Argenta Trail has projections of over 30,000 vehicles per day whereas 10,000 – 12,000 vehicles per day are anticipated for the east-west 70th Street.

Mr. Van asked where 30,000 vehicles would be coming from and why they would need six lanes on the northern portion.

Mr. Kaldunski replied that the road is planned to be six lanes from I-494 down to Highway 55, with a four-lane planned south to Yankee Doodle. There is also a possibility of a road going even further south to Rosemount, Empire Township, etc.

Ms. Abbott asked how the City would determine the value of the existing homes if this were to go through and the property owners would lose their homes. Would the City assess the value based solely on square footage or would they take into consideration the fact that the lots are private wooded properties in close proximity to the airport, MOA, etc.

Chair Hark advised that financial decisions were not under the purview of the Planning Commission.

Kyle Van, 6818 Argenta Trail, showed a photograph of 69th Street taken June 19 after a rain event. The photo showed the road, driveways, and yards under water. He stated this was the new high water mark and he was not sure if the City plans reflected that. Next he showed a map looking at the different homes that would potentially be affected if Argenta Trail was constructed on the west side of the power lines. He advised that it was his understanding that the map showed only 150 feet of right-of-way, so an additional 50 feet would be necessary. In addition to that there would be a 50 foot setback on each side, as well as a 37.5 foot right-of-way from the centerline of the power line. He advised that this would potentially affect 337.5 feet of property rather than the 200 feet referenced earlier. This would take out a majority of the neighborhood. Mr. Van pointed out that the proposed development must meet the zoning requirements of the comprehensive plan; however, the comprehensive plan also states that the City should focus on preservation and maintenance of existing neighborhoods, and there is a policy in place to ensure that new development areas be compatible with size and scale of existing adjacent neighborhoods. He asked what the setbacks were for the proposed 67th Street and if it was only planned to connect up with the new Argenta Trail or if it was going through the existing neighborhood to the current Argenta.

Mr. Hunting advised that the Collector Roadway Study shows 67th Street as an east-west collector street ending in an intersection with Argenta Trail. Whether it continues to the west is unknown at this time.

Deborah Van, 6660 Argenta Trail, asked if all necessary information had been forwarded to the consultants, as Kimley-Horn and EOR stated they would provide more complete comments when additional information was available. They also state that because the impacts to the regional basins in the Blackstone Ridges are significant they should be addressed before the development is considered for further review or approval.

Mr. Kaldunski advised that in addition to the conditions from the Planning and Engineering

departments, the applicants must also comply with the issues laid out in the consultant memos. He advised that because not all the information has come in, staff reserves the right to review the stormwater manual plan on the Ridges. He advised that from an engineering perspective the developer has made progress with the new concept. Because there are some outstanding concerns, the Planning Commission is to consider the approval items outlined in his memo as part of the preliminary PUD.

Joe Vogel, 6963 Arkansas Avenue, stated that the proposed density would affect water retention, storm sewer, roads, and the wildlife corridor, and he asked the City to work with the County to reduce the density requirements and do what is good for the residents. He stated that lowering the density would ease many of the issues and avoid destroying neighborhoods. He questioned why they only had two months to discuss this request when it had been planned for two years.

Dick Roberts, 1655 – 68th Street West, recommended that the developer be required to identify the conservation easements by signage, including those around the wetlands.

Commissioner Klein noted that one of the conditions of approval requires that the developer mark the conservation easements with a stake.

Mr. Roberts stated it referred to open space, but easements around wetlands should also be identified. The easements should also be included on all deeds to make sure that new owners were made aware of the conservation easements during the transfer of property. He asked the engineer what the proposed right-of-way was for 70th Street.

Mr. Kaldunski replied that County maps indicate a 150 foot right-of-way for four lane roads which is what 70th Street is anticipated to be in the future.

Mr. Roberts asked if those maps were in any of the documents that were presented.

Mr. Kaldunski replied that a map was included in his first email and letter that he wrote as City Engineer.

Mr. Hunting advised that the plat shows a 75 foot half right-of-way dedication on all the plats abutting 70th Street; 150 feet total.

Ian Peterson brought up a map to show Mr. Roberts.

Mr. Roberts asked where the runoff would go for the roadway.

Mr. Peterson replied that at such time as the County builds that roadway they would likely take care of their own runoff.

Mr. Roberts questioned where the runoff from 70th Street or County Road 63 would go, stating it has to be managed as part of our wetlands. He stated the City needs to make sure there is a plan in place for managing the water when it passes through that area, the three PUD's should be managed separately in regard to wetlands, he was disappointed that the developer sacrificed part of the wetland to save two development units, they should ensure that the restrictions placed on these properties is conveyed to new owners, he noted that the engineering report

states that the Ridges does not meet the ownership requirements, he questioned why there was no discussion regarding meeting the Minnesota noise requirements for roadways, and he was concerned that the developer may not have the experience necessary to develop in low impact areas such as the Northwest Area.

Chad Hagman, 6710 Argenta Trail, asked if the new high water marks from the DNR were reflected in the proposed plans.

Mr. Kaldunski replied that the DNR had not shared any new data with the City. He advised that the Northwest Area Hydraulic Study and other documents guiding this area were more stringent than the DNR's.

Commissioner Klein noted that the stormwater study was done because the City did not want to run pipe to the Mississippi River.

Mr. Kaldunski stated it would have been much more expensive to run pipe to the river and therefore the City put ordinances in place to protect the regional basins.

Mr. Hagman questioned how there could be no wetland impact when the developer has stated that the project will be a massive earth moving endeavor. He stated he enjoyed the rural setting of his neighborhood and was opposed to selling his home to the City or County to benefit a private developer.

Tracy Zahn, 6714 Argenta, noted that the proposed development would not benefit the Inver Grove Heights schools; the developments were in the Eagan school district.

Mary T'Kach, 7848 Babcock Trail, Chair of the Inver Grove Heights Housing Committee, stated that the Housing Committee officially recommends denial of the request for the following reasons: 1) it is an unjustified leapfrog development, 2) there is no affordable housing or workforce housing proposed, 3) there could be potential loss of current homes in the area that are more affordable than many of the existing homes in the City, 4) it would result in a significant reduction in high density housing, industrial, office park, and community commercial space in an area of the City in which infrastructure is planned, 5) a reduction in tax base, economic development opportunities, and potential job creation, and 6) inconsistency with the comprehensive plan and this development being a spot zoning. Ms. T'Kach stated that the lack of density and commercial space in this particular situation is concerning, especially given the proximity of the development to Highway 55 and 35E, a new interchange at I-494, the airport, current and future retail to the west, and the potential for a transit-oriented development given that it is on a future six-lane major road. They recommend waiting for a better development and believe that building sewers, roads and other infrastructure before obtaining a viable long-term plan would be irresponsible and could put taxpayers on the hook for millions of dollars.

Jim Zentner, 8004 Delano Way, a member of the Housing Committee, called attention to the Metropolitan Council's Fair Housing Policy Plan which discusses the integration of housing into transit way planning and development. He stated it was likely that Argenta Trail and 70th Street would eventually include some kind of transit, and he stated federal dollars would not come to this community to fund a transitway system without affordable housing in the corridor. He stated affordable housing is critical to the wellbeing of the community.

Commissioner Maggi asked Mr. Peterson what the backup plan was should the County decide to put all the Argenta Trail right-of-way on the Ridges property.

Mr. Peterson displayed a map showing the wetlands and regional basins as they pertain to the Ridges property. He stated it is his personal opinion that the County will eventually determine that the corridor cannot go through the Ridges because of the existing powerline and regional basins. They would negotiate with the County, however, if they wanted to purchase a portion of the Ridges property for the corridor.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark stated Commissioners could approve, deny, or send the request on without a recommendation, or the developer could offer an extension.

Commissioner Maggi stated that whoever builds first in this area would face some of these challenges. She advised she would be comfortable moving Vista and Ponds forward, but not Ridges because of the many unknowns, especially the realignment of Argenta Trail.

Commissioner Simon stated the City spent many years putting together the stormwater manual which establishes standards for the Northwest Area. A key factor in the stormwater design was to keep the water at the source. After reading comments from EOR, Kimley-Horn, and City engineering staff, it appears as if the design for most of the proposed development relies primarily on curb, gutter, and pipes rather than the low-impact design approach provided for in the Northwest Area manual. She stated the application was premature as there were a number of large outstanding issues that needed to be addressed, including completion of the Argenta Trail Alignment Study, adoption of a collector street policy, and a funding source for connection fee shortage, Argenta Trail construction, and right-of-way acquisition. She felt they would be setting a precedent by allowing the developer to stray from the stormwater manual standards for low impact development in the Northwest Area, and she encouraged the City to resolve the bigger issues before moving forward with this project.

Commissioner Gooch stated he could not approve the request unless the Ridges development was separated out, stating the road location had to be determined before moving forward with that portion of the development.

Commission Robertson stated she had similar concerns regarding the Argenta Trail alignment, and would also like further analysis to be done in regard to the sewer and water location and the potential for it to go through Leitch Estates which was previously considered an exception neighborhood.

Commissioner Wippermann advised that he could not disregard the previous commitment made to the Leitch Estates neighborhood in regard to them being exempt from sewer and water, and therefore could not approve the request.

Commissioner Klein suggested moving the application forward and letting City Council make a determination since many of the Planning Commissioners seemed inclined to deny the request.

Commissioner Robertson stated that as a member of the Planning Commission she believed

they needed to do due diligence and not move an item forward to avoid making a recommendation.

Planning Commission Recommendation
Motion by Commissioner Klein to move the request forward without a recommendation.

Chair Hark stated he supported Commissioner Maggi's recommendation to make a recommendation regarding the Vista and Ponds developments, but not the Ridges because of the many unknowns.

Commissioner Lissarrague stated he could not support the request because of the many important outstanding issues.

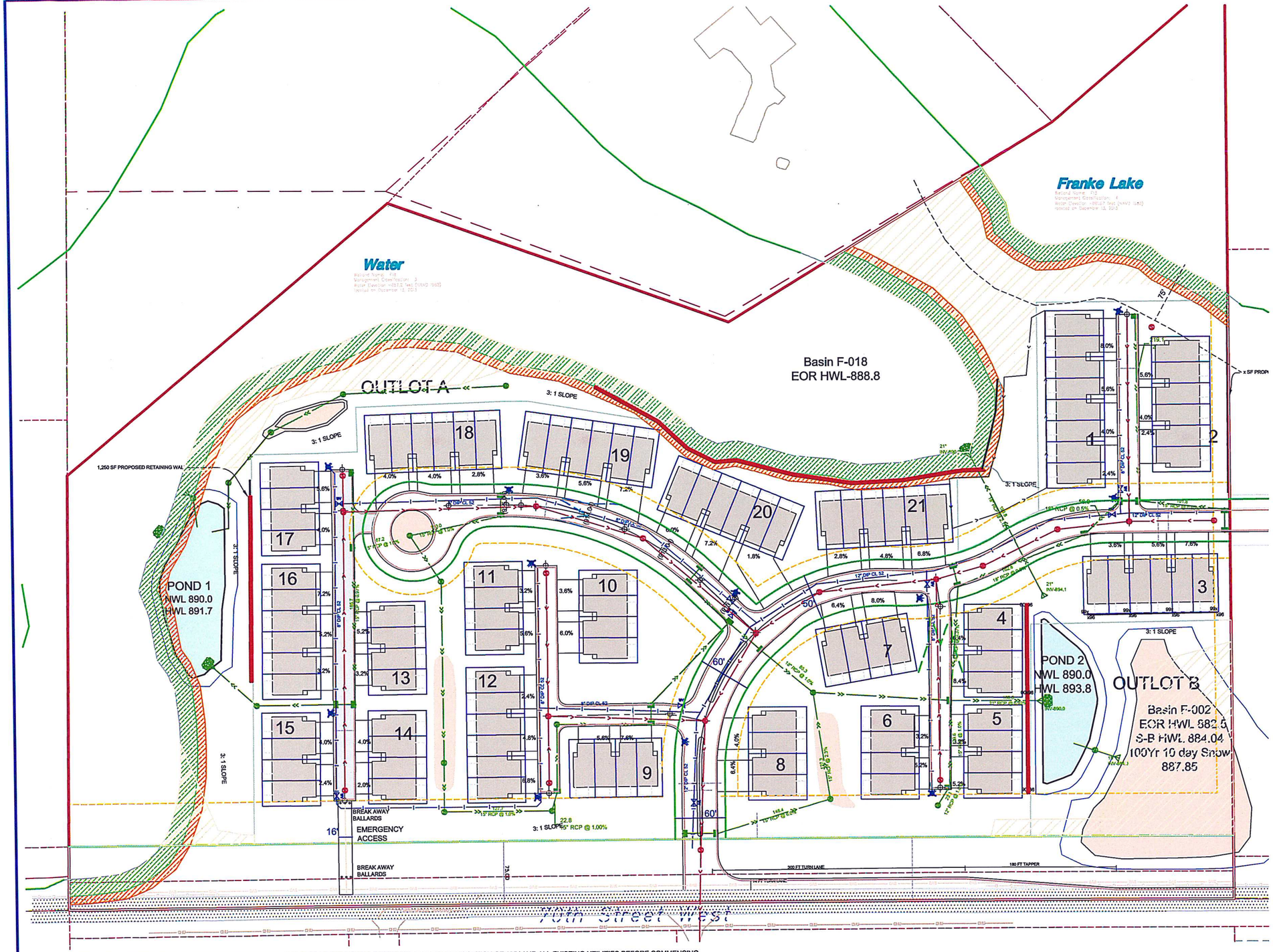
Chair Hark noted that there was a deadline as to when the City had to take action on the request.

Commissioner Maggi stated because the bulk of the issues related to the Ridges development only, she would recommend moving the Vista and Ponds developments forward.

Commissioner Scales stated with all the issues discussed tonight he would not support a motion to approve.

Motion by Commissioner Scales, second by Commissioner Robertson, to deny 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, due to there being too many unknowns and for the other reasons listed.

Commissioner Klein stated there was a lot of remaining work that would have to be done with this request, and he noted that there was no second to his original motion.
Motion carried (5/3 – Klein, Maggi, Hark, with one abstention – Simon). This item goes to the City Council on October 13, 2014.



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

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	04	CAW	09/19/14	STORM WATER REVISIONS
DLS	05	DLS	10/09/14	ALTERNATIVE ACCESS SKETCH
DATE				
05/16/14				

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Daniel L. Schmidt
Name, P.E.
Date: 05/12/14 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS
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CITY PROJECT NO.

INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH ALTERNATIVE
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012
CS1
CS1

Allan Hunting

From: Joe Lynch
Sent: Tuesday, October 14, 2014 1:06 PM
To: Tom Link; Allan Hunting
Subject: FW: Northwest Area of Inver Grove Heights Development - Blackstone Case No. 14-22PUD

FYI for the NWA/Deanovic application/process.

From: Rosemary Piekarski-Krech
Sent: Tuesday, October 14, 2014 1:03 PM
To: Joe Lynch
Subject: Fwd: Northwest Area of Inver Grove Heights Development - Blackstone Case No. 14-22PUD

Sent from my iPad

Begin forwarded message:

From: Laurie Wolfe <lwolfe@MID-NORTHERNELECTRIC.COM>
Date: October 14, 2014 at 12:06:44 PM CDT
To: "rpiekarskikrech@ci.inver-grove-heights.mn.us" <rpiekarskikrech@ci.inver-grove-heights.mn.us>
Subject: Northwest Area of Inver Grove Heights Development - Blackstone Case No. 14-22PUD

Dear Rosemary Piekarski Krech,

My name is Laurie Wolfe and I am a home owner who resides at: 6742 Argenta Trail West, Inver Grove Heights, MN. I am writing to you to request that you do not approve the 3 developments proposed by Blackstone (Jim Deanovic) in the Northwest Area of Inver Grove Heights. An approval of this development would require that most all of the infrastructure would be the burden of existing residences and many of them would be forced out of their homes.

The whole neighborhood understands the need for development, but I believe that it would be best to wait to approve any development until much of the following is defined and brought to a final conclusion:

The realigning of Argenta/County Rd 63 by Dakota County which placement is proposed different than the recommended placement of the realigned Argenta Trail that was outlined by both the Regional Roadway System Plan in 2012 and it also contradicts the City's Comprehensive Plan of 2010.

The defining of the location of the 494/Argenta interchange by the Federal Government.

An updated ground water study. In speaking with Al Singer (State of MN) he was involved with the original water study in 2003 and he suggested an update would be a good idea. Many of my neighbors experienced flooding and many of us have concerns for ground water management, especially with all the development being proposed.

Sincerely,

Laurie Wolfe
67420 Argenta Trail West
Inver Grove Heights, MN 55077
Lewolfe58@gmail.com

Rosemary Piekarski Krech | City Council Member
Tel: 651-455-5337

AGENDA ITEM _____

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

Dawnway Landfill

Meeting Date:	November 10, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Discussion of complaint regarding Dawnway Landfill exceeding the approved demolition debris limits.

SUMMARY
Mr. Joe McBride has contacted city staff and the council with his concerns that the Dawnway Landfill has exceeded the approved debris limits particularly along the west boundary parallel to Henry Avenue.

ANALYSIS
The Dawnway Landfill operates under a Non Conforming Use Certificate (NCUC) approved in 2002. The permit was approved when the landfill was operated by Bolander and Sons. The landfill was sold to Frattalone Companies in 2007 and they have operated under the same NCUC since that time. Part of the approval included a maximum capacity limit for the amount of demolition debris that could be placed in the landfill. This limit is approved by both the MPCA and the City. The plans show the boundary of the debris limits for the boundaries in Inver Grove Heights. The plans do not clearly show a boundary or limit line for grading or excavating/mining on the site. There is a difference between the debris limits boundary and the actual excavation area needed to dig to the debris limit boundary. Over excavation is done to achieve safe slopes as the hole is being dug. The slope is more gradual to hold up the sides of the banks and thus excavation would go beyond the boundary of the debris limits.

After reviewing the NCUC document and plans, it was determined that nothing in the NCUC prohibits grading or excavating beyond the debris limit line boundary. Total excavation of the entire landfill (located in both Inver Grove Heights and South St. Paul) is limited to the volumes needed to be removed to accommodate the demolition capacity.

The City Engineer and I have reviewed the plans and along with site visits, do not see any evidence of demolition debris being placed outside the debris limit boundary.

The following is a summary of the events that have occurred:

- In March, staff was notified of a possible excavation violation at the landfill.
- Staff contacted the landfill and conducted the first site inspection in late March.
- Over the course of the summer, staff conducted at least 3 other site visits with Tony Frattalone.

- In order to identify existing and historic conditions, staff requested Mr. Frattalone to provide profile and contour drawings of the landfill.
- In June, staff wrote a letter to Frattalone to cease any further excavating or filling along the south and west borders. This was intended to provide time for the City to determine if any violations had occurred.
- Staff met with Mr. McBride at least 3 times over the same time period providing him with information. At most meetings, additional information was found necessary and requested by staff or Mr. McBride. With each request, additional time was needed for Frattlone to obtain the information and update the drawings.
- Met with the City Attorney to discuss excavation/mining limits.
- Based on determination of no violation occurring, staff verbally allowed Frattalone to begin stockpiling material and begin backfilling with clean material.
- Dakota County Environmental Management Staff inspects landfills in the county for compliance with landfill permits through the MPCA.
- The County inspects landfills quarterly. This site was inspected on September 23, 2014. No violations were found. Attached to this memo is an e-mail from the County summarizing this information.
- The County inspections identify an historical record of compliance with the permit. To our knowledge, no violations have been identified by the County.
- City staff would now defer any question about possible technical violations to County staff since the expertise in these matters lies with their staff.

CONCLUSION

- No Evidence of operator exceeding debris limit boundary.
- Excavation or mining beyond the debris limit line is not a violation of the NCUC
- County confirms landfill is operating in compliance with permit
- Staff would now send a letter to Frattalone lifting any cease and desist order and indicating no violation has occurred at this time.

Dale Stoerzinger from Dakota County Environmental Management and Tony Frattalone will be present at the meeting and available to answer questions on how the landfill operates and how the County inspects landfills.

Attachments: Landfill Profile Drawing
E-mail from Dale Stoerzinger
2012 Aerial Map of Landfill
Information from Mr. McBride

Location Map
Dawnway Landfill

Allan Hunting

From: Stoerzinger, Dale [Dale.Stoerzinger@CO.DAKOTA.MN.US]
Sent: Wednesday, October 29, 2014 3:50 PM
To: Allan Hunting
Subject: RE: Dawnway Landfill

Allen,

The county inspects this site quarterly. I've been doing the inspections for the past year. I was last out there on 9/23/14. At that time, I looked at the edge of the disposal area and determined that they were in compliance. I don't have the ability to do a physical survey, but I use the maps and information that I have available from their permit to evaluate the site.

There is no doubt that the landfill has been excavated beyond the fill boundary, but this is standard practice so that they can get a safe and stable slope to work with. The day I was there, they were filling up to the debris fill line and then back-filling with clean soil to complete the slope. This is exactly what I expect to see and is the best way to fill the entire debris area safely.

Nick Fratalone has been very cooperative and seems to be trying very hard to fulfill the requirements of the permit.

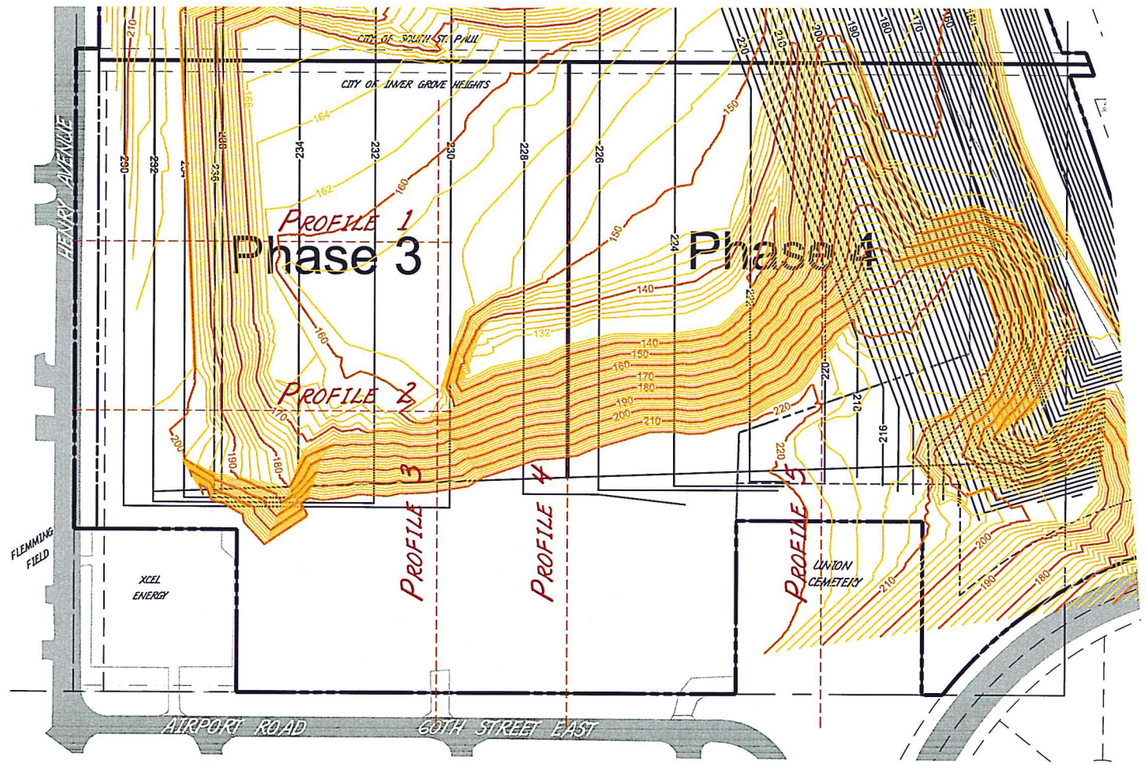
-- Dale

PROFILE LAYOUTS
November 3, 2014

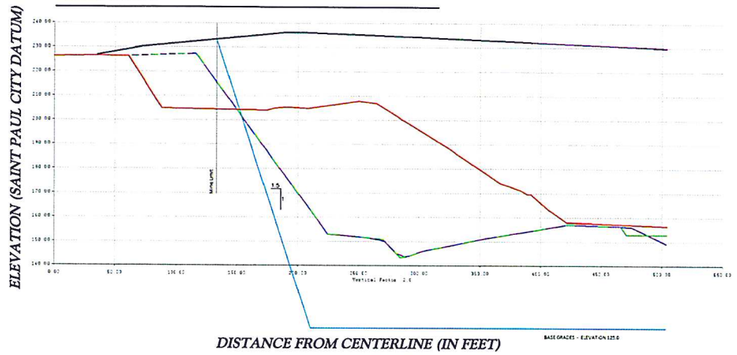
Folz, Freeman, Erickson, Inc.
LAND PLANNING • SURVEYING • ENGINEERING
12445 55TH STREET NORTH
LAKE ELMO, MINNESOTA 55042
Phone (651) 439-8833 www.ffe-inc.com

LEGEND

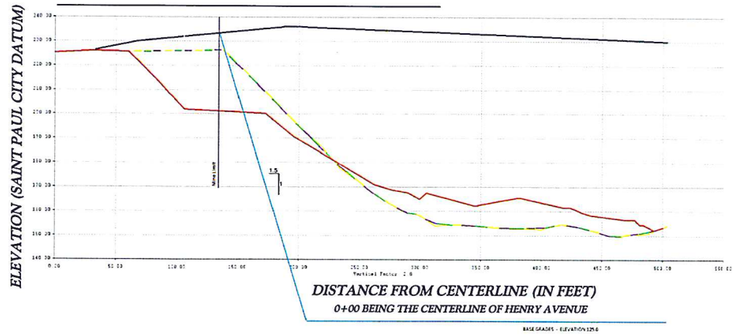
- EXISTING GROUND SURFACE AS OF JAN. 2014
- EXISTING GROUND SURFACE AS OF JAN. 2013
- EXISTING GROUND SURFACE AS OF JAN. 2012
- EXISTING GROUND SURFACE AS OF JAN. 2011
- PROPOSED FINISHED SURFACE
- APPROVED BASE GRADES PER: FOTH & VAN DYKE PLAN DATED JULY 2002



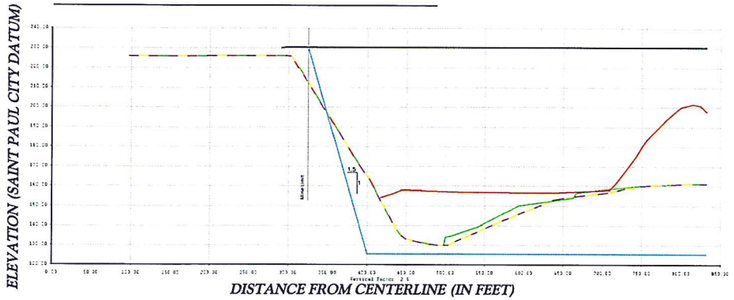
PROFILE 1



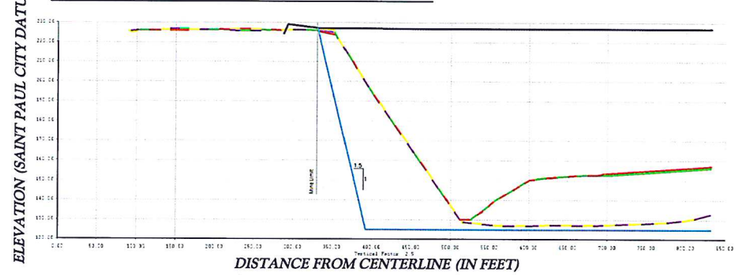
PROFILE 2



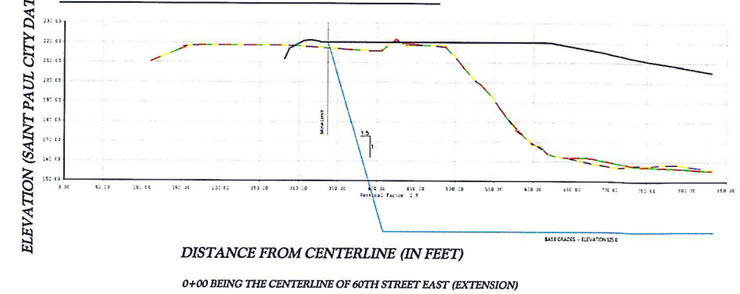
PROFILE 3



PROFILE 4



PROFILE 5



NOTES

PROFILES BASED ON 2013 DAWNWAY DEMO LANDFILL VOLUME SURVEY, PREPARED BY FOLZ, FREEMAN, ERICKSON, INC.

ELEVATIONS PROVIDED BY FRATTALONE COMPANIES' SURVEY DEPT. FOR ROUGHLY FIRST 100 FEET OF EXISTING GROUND PROFILES 1 & 2.

ORIGINAL SCALE
1 INCH = 100 FEET
0 50 100 200
SCALE IN FEET

Map No. 14-101 Dawnway

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DAWNWAY LANDFILL FACILITY

Dear Council Member:

I am sharing with you the information I have gathered that has convinced me there has been violation of the terms in the Nonconforming Use Certificate that covers the Dawn Way Landfill.

I am going to focus on the west side of the landfill using the centerline of Henry Ave. as a reference point to establish the debris limits on the west side. Using the final grading plan, scaling from the centerline of Henry Ave. to the westerly debris limit line gives me a distance of 154 feet.

I am giving you four photographs. The first photograph from Dakota County GIS 2011 database is an aerial view using LIDAR to create contours. It shows over-mining west of the debris limits of 60 feet and an elevation 60 feet below existing grade at the debris limit. The second photograph, also from Dakota County GIS 2013 database, shows over-mining of 94 feet.

The next two photographs are from Google Earth, one taken in 2012 and the other taken in 2013. When I spoke with the Minnesota Pollution Control Agency they said they use Google Earth as a tool in their investigations, so that is why I have included these photos.

It looks like the bulk of the mining was done between 2011 and 2013. 2011 is the year Inver Grove Heights required Frattalone Companies to restore the southeast corner of the Dawn Way Landfill to its previous state prior to over mining . Meanwhile they continued to over-mine on the west side. As a resident of Inver Grove Heights, I cannot simply ignore what is happening. It has a direct impact on the neighborhood where I live.

I will try to contact you all in the next couple of days. If I don't reach you and you have questions feel free to reach me at 651-450-1525 or joegmcbride@hotmail.com

Thanks Joe McBride

#1

SPRING 2011

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 = 100 feet
11/6/2014

#2

SPRING

2013

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 = 100 feet
11/6/2014

π 3

April of 2012

Google earth

feet 300

meters 100

π4

September of 2013

Google earth

feet 300

meters 100

AGENDA ITEM _____

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

Meeting Date:	November 10, 2014
Item Type:	Regular
Contact:	Judy Thill
Prepared by:	Judy Thill, Fire Chief
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 request of the Inver Grove Heights Fire Department Relief Association to raise the retirement benefit level.

SUMMARY

At a recent Inver Grove Heights Fire Relief Association membership meeting, the members of the IGHFD Relief Association passed a motion to raise the retirement benefit level from $5,900 per year of service to $6,800 per year of service, effective January 1, 2015. This amount is permitted per the funding formula provided by the State of Minnesota. This will leave the fund balance of the Relief Association with a 10% cushion in the event of a market change, which falls within the guidelines of the Relief Association's 5-year plan that was adopted by Council in September 2012.

In order to finalize this motion, the Association's Bylaws will need to be changed. The first step in revising the Bylaws is to have that change approved by the Association membership. Because that has taken place, the second step is to have this change approved by the City Council.

The President and Treasurer of the Relief Association will be present at the meeting to answer questions. Staff requests approval of this increase.

AGENDA ITEM _____

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

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2015

Meeting Date:	November 10, 2014		Fiscal/FTE Impact:
Item Type:	Regular Agenda	x	None
Contact:	Kristi Smith, Finance Director		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:	Scott Thureen, PW Director		FTE included in current complement
	Allan Hunting, City Planner		New FTE requested – N/A
	Tom Link, CD Director		Other

PURPOSE/ACTION REQUESTED The Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for December 8, 2014.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 9%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to increase the escrow fees for a few items to cover the increasing costs and complexities of reviewing certain applications. This will reduce or eliminate the billing to the applicants for expenses that exceed the amount of escrow currently collected.

The proposed changes are reflected on the attached.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	~~$1,135~~ $1,175 multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	~~$760~~ $785 per SAC Unit
Water Treatment Plant Fee	~~$660~~ $685 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	~~$1,580~~ $1,635
1 ½ inch	~~$3,535~~ $3,660
2 inch	~~$6,275~~ $6,495
3 inch	~~$14,865~~ $15,385
4 inch	~~$25,095~~ $25,975
6 inch (or larger)	~~$58,835~~ $60,895

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	~~$1,135~~ $1,175 multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	~~$400~~ $415 per SAC Unit
B-Line Special Connection Charge	~~$1,065~~ $1,100 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	~~$505~~ $520
6 inch	~~$860~~ $890
8 inch	~~$1,515~~ $1,570
10 inch	~~$2,375~~ $2,460
12 inch	~~$3,415~~ $3,535

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$1,000~~ $1,090 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$1,000~~ $1,090 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$1,000~~ $1,090 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$1,000~~ $1,090 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,000~~$,1,090.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$1,000~~$1,090.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$1,000~~$1,090.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,000~~$1,090.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Payable At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit	~~$2,760~~ $3,008 per SAC Unit

Fee (Northwest Area)	
Water Treatment Plant Fee (Northwest Area)	$670 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	$1,645
1 ½ inch	$3,690
2 inch	$6,550
3 inch	$14,730
4 inch	$26,210
6 inch (or larger)	$61,440

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$1,595~~ $1,739 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$1,595~~ $1,739 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$1,595~~ $1,739 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$1,595~~ $1,739 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,595~~$1,739.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area

	Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$1,595~~$1,739.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$1,595~~$1,739.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,595~~$1,739.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	~~$4,405~~ $4,801 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	

4 inch	$530
6 inch	$900
8 inch	$1,595
10 inch	$2,500
12 inch	$3,585

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	~~$10,870~~ $11,415 per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	~~$11,125~~ $11,680 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	~~$12,485~~ $13,110 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	~~$12,145~~ $12,750 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	~~$11,805~~ $12,395 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	~~$11,125~~ $11,680 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	~~$11,125~~ $11,680 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	~~$11,805~~ $12,395 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~$3,960~~ $4,100 per acre for water trunk line area benefit
~~$3,960~~ $4,100 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	$250		$0
Conditional Use Permit, Impervious surface single family residential	$250		$1,500
Conditional Use Permit, other	$500		$3,000
Conditional Use Permit, other – amendment	$150		$1,000
Comprehensive Plan Amendment	$500	$50	$2,500
Comprehensive Plan Amendment - minor	$200		$250
Zoning Code Amendment	$500		$500
Zoning Code Amendment – minor	$100		$250
Rezoning	$500	$50	$500
Variance - Residential	$200		$0
Variance - Commercial	$200		
Planned Unit Development Preliminary Final	 $1,000 + plat fees $500		 $5,000 $3,000
Planned Unit Development Amendment	$250		$1,000
Determination of Substantially Similar Use	$200		$200
Major Site Plan Review	$500		$3,000
Preliminary Plat	$250/+ $5 per lot		$3,000
Final Plat – single family	$350	$25/lot	$3,000
Final Plat - other	$200	$100/acre	$3,000
Waiver of Plat	$300	$25	
Administrative Subdivision	$100	$25/lot	
Street Easement Vacation	$150	$50	$500
Street Dedication	$150	$50	
Wetland Conservation Act Certification	$75		
Wetland Replacement Plan	$200	$100/acre	$2,500

Northwest Area Sketch Plan Review			$1,000
Northwest Area Environmental Studies Fee	$80/gross acre		
Abstract Fee	$46		
Interim Use Permit	$500		$1,250
Non Conforming Use Certificate	$500		$1,250

(Ord. 1180, 12-10-2007)

Section 4. **Effective Date.** This Ordinance shall be in full force and effect ~~from~~ on January 1, 2015 and after its passage and publication according to law.

Passed this 8th day of December, 2014.

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk